

## 1 FRONT LANDSCAPING

- (a) The Seller agrees to design, supply and install landscaping on the street frontage of the Land between the residence constructed on the Land ("Residence") and the street kerb of the Land to a value of **FIVE THOUSAND DOLLARS (\$5,000)** including GST ("Landscaping Package") all of which shall be carried out by the Seller's nominated landscaping contractor, subject to the satisfaction of the following conditions:
- (i) the Buyer completing construction of the Residence within 12 calendar months following the date of Settlement;
  - (ii) the Residence and all improvements on the Land complying with, in the Seller's absolute opinion, the Restrictive Covenants set out in Annexure B to this Contract;
  - (iii) the Buyer notifying the Seller in writing once the Residence is practically complete; and
  - (iv) the Buyer providing the Seller's landscaping contractor with a plan of the Residence on the Land drawn at a scale of 1:200 at the same time as the notice in subclause (iii) above.
- (b) If the Buyer fails to satisfy the conditions set out in sub-clauses 1(a)(i) to 1(a)(iv) inclusive, the Seller shall not be obliged to provide the Landscaping Package and the Buyer shall have no claim whatsoever (for compensation or otherwise) against the Seller in relation to the Landscaping Package.
- (c) The Buyer agrees and acknowledges that:
- (i) the Buyer must ensure that all areas of the Land to be landscaped (including verges) are levelled to 25mm below the top of all hard surfaces (including paving/limestone, kerbing and footpaths) and the Land is generally contoured ready for landscaping, and cleared of all rubbish and rubble, to enable the Seller's landscaping contractor to install the Landscaping Package;
  - (ii) the Buyer must ensure that the Land is generally contoured ready for landscaping, and cleared of all rubbish and rubble, to enable the Seller's landscaping contractor to install the Landscaping Package;
  - (iii) if the Buyer's landscaping requirements for the Land exceed the value of the Landscaping Package, the Buyer agrees to pay to the Seller's landscaping contractor any amount in excess of the value of the Landscaping Package;
  - (iv) the Buyer agrees to install, at the Buyer's expense and before installation of the driveway, a 90mm Class 9 uPVC pipe at a depth of 450mm beneath the driveway and at an onset of 2m from the front of the boundary line of the Land across the full width of the driveway; and
  - (v) before installation of the Landscaping Package commences, the Buyer shall procure, at the Buyer's expense, for:
    - (1) a licensed plumber to install a brass ball valve with a back flow preventer for connection to a reticulation system; and
    - (2) a licensed electrician to install:
      - (A) a waterproof single GPO adjacent to the electricity meter box for connection to a reticulation system controller; and
      - (B) if paving is to be installed below the electricity meter box, a conduit and draw wire to be provided under the hard surface so that the reticulation system controller once installed adjacent to the electricity meter box may be connected to the reticulation services in the yard.
  - (d) Subject to clause 1(c), the Seller shall make reasonable efforts to procure that its landscaping contractor commences installation of the Landscaping Package on the Land within 45 days of the buyer satisfying clause 1(a).
  - (e) The Buyer agrees and acknowledges that the Buyer is not entitled to and must not assign or transfer its right or entitlement to the Landscaping Package to any person.

## 2 FENCING

- (a) The Seller agrees to provide and install, at the Seller's expense, capped Colorbond fencing in the colour "Riversand" ("Fencing"), on the boundaries of the Land save and except areas forward of the building line on the Land, in accordance with the Protective Covenants set out in Annexure B to this Contract, subject to the satisfaction of the following conditions:
- (i) the Buyer completing construction of the Residence within 12 calendar months following the date of Settlement;
  - (ii) the Residence and all improvements on the Land complying with, in the Seller's absolute opinion, the Restrictive Covenants set out in Annexure B to this Contract; and
  - (iii) the Buyer notifying the Seller in writing once the Residence is practically complete.

If the Buyer fails to satisfy the conditions set out in clauses 2(a)(i) to 2(a)(iii) inclusive, the Seller shall not be obliged to provide the Fencing and the Buyer shall have no claim whatsoever (for compensation or otherwise) against the Seller in relation to the Fencing.

INITIAL HERE

Buyer X \_\_\_\_\_ Buyer X \_\_\_\_\_

- (b) The Seller shall make reasonable efforts to procure that the Seller's fencing contractor commences installation of the Fencing on the Land within 60 days of receipt of the Buyer satisfying clause 2(a).
- (c) The Buyer agrees and acknowledges that the Buyer is not entitled to and must not assign or transfer its right or entitlement to the Fencing to any person.

INITIAL HERE

Buyer X \_\_\_\_\_ Buyer X \_\_\_\_\_