

Annexure B Marri Park

Section A - Front Landscaping

The Seller hereby agrees to design, supply and install landscaping works to be placed in the frontage of the land between the dwelling to be erected on the land ("The Dwelling") and the street kerb alignment ("The Landscaping Package"), all of which is to be carried out by the Seller's Landscaping Contractor, subject to the following terms and conditions:-

- 1) If the buyer does not complete the construction of the dwelling within eighteen (18) months of the settlement date, the eligibility of the buyer to claim a landscaping package from the seller shall lapse;
- 2) If the dwelling constructed by the buyer on the land is not in accordance with the estate covenants there shall be no obligation on the seller to provide the landscaping package;
- 3) If a driveway is constructed before the landscaping package is to be installed, the buyer shall install, beneath the driveway to a depth of 450mm a 50mm Class 9 uPVC pipe at an onset of 2m from the front to the boundary line across the full width of the driveway;
- 4) The buyer shall notify the seller's landscaping contractor within thirty days of completion of construction of the dwelling, in writing (letter, facsimile or email) that the land is generally contoured, cleared of all rubble and is ready for the performance of the landscaping package and has provided a plan of the dwelling on the land drawn at a scale at 1:200 scale. Failure by the buyer to give such a notice shall result in the landscaping package lapsing;
- 5) The seller's landscaping contractor shall commence the landscaping package within forty five (45) days of receipt of valid notifications by the buyer of completion of the dwelling in accordance with clause (4) above;
- 6) The landscaping package is not transferable by the buyer to a third party.

Section B - Fencing

- 1) If the buyer completes the construction of the dwelling within eighteen (18) months of the settlement date, the seller agrees to provide Colorbond fencing to the buyer's land as per Clause 1(n) of the restrictive covenants herein, except to areas forward of the building line, free of cost to the buyer;
- 2) The provision of the fencing by the seller is not transferable by the buyer to a third party;
- 3) If the dwelling constructed by the buyer on the land is not in accordance with the estate covenants there shall be no obligation on the seller to provide fencing;
- 4) Forty five (45) days prior to the completion of the dwelling the buyer shall notify the seller's nominated fencing contractor, in writing (letter, facsimile or email) of the expected date of the completion of the dwelling and failure to do so shall result in the provision of the fencing by the seller lapsing;
- 5) The seller's fencing contractor shall commence the fencing package within sixty days (60) of receipt of valid notification by the buyer.

Buyer:Date:

Buyer:Date:

Witness: Date:

Seller: Date:
Authorised Person