

# Release Process and Terms & Conditions

## Donnybrae Stage 12B Land Release

### Initial Terms and Conditions and Release Process

Donnybrae Stage 12B Land will be held on Wednesday 21<sup>st</sup> July 2021 (Release). Due to high demand at Donnybrae, an online registration system via Eventbrite will be used for this release. Priority will be given to customers who register early (first in, first served), subject to the conditions. Stage 12B features 11 lots ranging from 290m<sup>2</sup> – 585m<sup>2</sup>.

First come first served rule applies. Lot choice is strictly limited to one (1) per customer unless agreed to by the Developer.

#### EVENTBRITE LAND RELEASE PROCESS

- You must register for a ticket via Eventbrite at 12PM on the Release Day.
- If you are one of the first 11 customers to register, our team will contact you to confirm your successful registration and take an initial deposit of \$6,000. If you are unsuccessful you can apply for the waitlist and may be contacted if a lot becomes available. Being on the waitlist does not guarantee participation in this release.
- If participants are not able to be contacted by 3pm on the Release Day following at least 2 attempts, their right to purchase a lot will be forfeited and that lot will be released to the next successful prospective participant based on registration time.
- If you are successful in registering your interest you will receive a ticket from Eventbrite via email (the sender of the email is orders@eventbrite.com.au). This ticket is not transferable.
- Should an appointment cancellation occur, resulting in a place becoming available, the next person on the registered list will be contacted.
- Participants are not permitted to register their expression of interest on the Eventbrite page more than once or for another person. Strictly one lot per customer/family member.
- Participants must be registered on the Donnybrae purchaser database prior to the Release Day in order to qualify to purchase a lot. Participants details will be cross-checked against our database by our Sales Consultant.
- Registrations will be received in order of time (first-in basis). If you are one of the first 11 registrations you will receive a confirmation email from Eventbrite, however you need to wait until a Donnybrae Sales Consultant contacts you, then select your lot and pay a \$6,000 initial deposit.
- Securing a ticket does not guarantee you a specific lot. If you are unsuccessful in securing a lot, participants are encouraged to register again in the next public release. Being on the waitlist for this stage release does not carry over to future land releases.
- The first-in basis sales calls held prior to yours may result in your preferred lot being sold to another purchaser. In this instance, you should be prepared to make an alternative lot selection.

## RELEASE DAY INFORMATION AND CONTRACT SIGNING APPOINTMENT

1. Unless the Developer determines otherwise, the Stage 12B Release is limited to 1 (one) lot sale per customer. The full name on your registered ticket must be the same as the full name of the purchaser on your unconditional contract. Proof of ID and registration ticket will be required at your allocated contract signing appointment time. For the avoidance of doubt, contracts will only be issued to person(s) named on the registered ticket.
2. If you gain an Eventbrite Donnybrae registration ticket you will be contacted between 12pm and 3pm on the day to select your lot and pay your \$6,000 deposit.
3. No overnight car parking or camping permitted at the Office or within Donnybrook estate.
4. To secure a lot, Customers must present evidence of photo identification and pay an initial deposit of \$6,000 (**Initial Deposit**) at their Release appointment. Payments can be made via EFT, cheque, debit card or credit card. Surcharges will apply as follows, up to 1.01% for Visa Credit; 0.16% for Visa Debit and Prepaid; 0.90% for MasterCard Credit; 0.83% for MasterCard Debit & Prepaid. American Express will not be accepted. Please ensure that cheques and EFT payments are made out to '**HWL Ebsworth Lawyers Law Practice Trust Account**'.
5. At the Release appointment, the first customer will have the first choice of lot and after that, each customer will be sequentially permitted into the Office to choose their lot. Please note that appointments held prior to yours may result in your preferred lot being allocated to another purchaser. In this instance, you should be prepared to make an alternative lot selection.
6. Initial Deposits are due for payment at the time of the Release appointment. Please ensure you reference your lot number when depositing via EFT to ensure payment is located in the trust account.
7. Failure to make timely payment of the Initial Deposit will result in the customer losing eligibility to be part of the Release and their chosen lot will be forfeited to the next prospective customer.
8. Customers will be provided a link to the digital versions of the:
  - a. E-Contract of Sale;
  - b. Plan of Subdivision;
  - c. Engineering plans;
  - d. Design and Siting Guidelines; and
  - e. Stage Release Brochure.
  - f. Expression of Interest Form (which must be filled out and returned to the Donnybrae sales team prior to the appointment); and
  - g. E-Contract Purchaser Guide (see Annexure A).
9. All customers should seek independent professional advice, including legal and financial advice, about their purchase prior to signing the Contract of Sale. Customers will need to provide full details of their legal advisor or conveyancer for contract preparation purposes.
10. Customers will be required to enter into an **unconditional** E-Contract of Sale (i.e. not "subject to finance") unless agreed to by the Developer, in the exact name as is provided in their proof of photo identification. Customers will have the ability to add an additional name at contract signing however, the Customer's own name must be one of the names included in the Contract of Sale. Please refer to the E-Contract Purchaser Guide **attached** for detailed information.

11. If prospective customers intend to purchase as a company or trust, they will need to seek prior approval and must contact the Donnybrae sales team prior to the Release. Prospective purchasers will be required to provide supporting legal documentation relating to the company or trust entity. If prospective customers are using a proxy/power of attorney, they will be required to seek prior approval and must contact the Donnybrae sales team prior to the Release with a copy of the power of attorney.
12. If the prospective customer is a company that has obtained prior approval (refer point 11) to sign the E-Contract of Sale, then each of the directors of the company must bring their passport or Australian Driver's licence to the Release appointment. The same applies to trustee customers that have obtained prior approval (refer point 11) to sign the E-Contract of Sale.
13. Bank guarantees and deposit bonds will not be accepted.
14. All nominations of an additional or substitute transferee in the contract of sale must first be approved by the Developer, which is at their sole discretion. The Developer is not obliged to approve a nomination. Registrants will be required to provide additional information (including confirmation of all nominees having received Foreign Investment Review Board approval for the purchase) on all nominations & seek legal advice, as specified in the Contract of Sale.
15. Prospective customers who require Foreign Investment Review Board approval must notify the Donnybrae sales team prior to the Release date.
16. Once you have paid your Initial Deposit, our sales consultants will book a signing appointment, within 7 days for you to sign your unconditional Contract of Sale and pay the balance of your 5% deposit. Should you fail to sign your unconditional Contract of Sale and pay the balance of your 5% deposit within 7 days of your appointment, the Initial Deposit will be refunded to you and the lot released back to the market without further notice.
17. Should any cancellations occur resulting in a lot becoming available, the next person in the queue will be given the opportunity to secure an appointment in respect of that lot, (provided they have not already secured another lot).
18. The Developer reserves the right to refuse anyone access to the Office and carpark at any point and for any reason throughout the duration of the Release.

**Disclaimer:**

*The Developer for the Donnybrae estate is DF (Donnybrook) Developments Pty Ltd. The Project Manager for the Donnybrae estate is DFC (Donnybrook) Pty Ltd. DFC (Donnybrook) Pty Ltd reserves the right to vary, replace or terminate these terms & conditions at any time without notice. Participation in the Release and payment of the Initial Deposit do not guarantee any purchaser rights until a contract of sale has been fully executed by the buyer, vendor and Developer. The selling agent for Donnybrae is DF Real Estate Marketing Pty Ltd. Donnybrook name and logo are registered trademarks used under license ©2021.*

## ANNEXURE A – E-Contract Purchaser Guide Flowchart

