

## **\$5,000 Deposit Customer Guidelines and Instructions**

### **To be eligible to partake in Botania's low deposit:**

The Purchaser must enter into a Contract to purchase a Qualifying Lot within the Promotion Period.

### **\$5,000 Deposit Customer Promotion Terms & Conditions**

1. **Promotion** Botania \$5,000 Deposit Promotion
  
2. **Developer** Growland Group Pty Ltd  
Level 27, 150 Lonsdale Street  
MELBOURNE VIC 3000  
  
Billing: 451 Beattys Development Pty Ltd
  
3. **Purchaser** Where the Purchaser is a company, the company must be duly incorporated and registered in Australia.  
  
Where the Purchaser is an individual or multiple individuals:  
(a) each individual must be 18 years of age; and  
(b) each individual must be a person who is lawfully entitled to reside in Australia permanently.
  
4. **Definitions** **Botania Estate** means the development situated at 1152 Taylors Road, Fraser Rise in the name of 451 Beattys Development Pty Ltd.

**Promotion Period** means the period commencing 9.00 am AEST on 28 August 2023 and ending on 5.00 pm AEST on 31 October 2023.

**Qualifying Lot** means all residential lots available for purchase during the Promotion Period in stages 7 and 8 of the Botania Estate, including Townhome Lots and excluding all Titled Lots.

**Qualifying Contract of Sale** means a contract of sale duly exchanged between the Vendor and the Purchaser which:  
(c) is unconditional and the Purchaser has not exercised any right to cool off;  
(d) is for the purchase of a Qualifying Lot; and  
(e) the Purchaser has paid the \$5,000 deposit within 7 days of signing the Qualifying Contract of Sale in clear funds.

**Titled Lots** means an individual residential lot in Botania Estate that has a separate title registration as at the Day of Sale.

5. **Participation** The Purchaser must enter into a Contract to purchase a Qualifying Lot within the Promotion Period.

6. **Conditions**
- (a) If all eligibility criteria are met, the Purchaser will be able to exchange a Contract for a Qualifying Lot with a \$5,000 deposit payable within 7 days of signing the Contract, with the balance of the 5% deposit to be paid by the 1 February 2024.
  - (b) Notwithstanding paragraph (a), for all Foreign Investment Review Board (**FIRB**) purchasers purchasing a Qualifying Lot, a 10% deposit will be payable under the Contract, payable as follows:
    - i. \$5,000 within 7 days of signing the Qualifying Contract; and
    - ii. the balance of the 10% deposit by 1 December 2023.
  - (c) Settlement will be required within 14 days of notification of registration of the plan of subdivision creating the Qualifying Lot.
  - (d) Nominations will be allowable provided a top up of a further deposit of 5% of the purchase price (total 10% deposit) is payable at the time of Nomination. FIRB purchasers will not be permitted to nominate under a Qualifying Contract.
7. **Limitation**
- There is no cap on the number of Qualifying Lots that a Purchaser may purchase during the Promotion Period.
- 8 **Eligibility**
- (a) The participant must be at least 18 years of age. The Vendor reserves the right, at any time, to request verification of age, identity, residential address, or any other information relevant to participation in the Promotion of all participants. The Vendor reserves the right to disqualify any Purchaser who provided false information or fails to provide information that is reasonably requested by the Vendor.
  - (b) The Promotion is open to both Permanent Residents (PR) and non-Permanent Residents (non-PR). All Non-PR applicable individuals will still have to meet all additional requirements set out by the FIRB (see Contract of Sale for further requirements).
  - (c) It is the responsibility of each Purchaser to comply with the Vendor's instructions on how to qualify for the promotion.
  - (d) The Promoter reserves the right to request each Purchaser to provide proof of identity and proof that they are responsible for participating in the Promotion and the Vendor may refuse to provide access to the Promotion where the Purchaser fails to provide the information reasonably requested by the Vendor.
  - (e) It is the Purchaser's responsibility to notify the Vendor of any change in their contact details.
8. **Privacy and collection notice**
- (a) The Vendor may collect and use each Purchaser's personal information for the purposes of:
    - i. conducting the Promotion, making public statements and advertisements in relation to the Promotion;

- ii. providing the participant's information to third parties and related entities of the Vendor for the purposes of providing information to the participant about products and services provided by the Vendor and its related entities; and/or
  - iii. research.
- (b) The Purchaser consents to the use of their personal information as set out in item 8(a).

**9. Marketing**

Each Purchaser may be requested to participate in publicity activities relating to the Promotion, including being interviewed, photographed, filmed and/or recorded. Each Purchaser will have the choice to participate or not in any of the publicity. If the Purchaser chooses to participate in the publicity, the Vendor will be able to use such content for advertising and publicity purposes in any media worldwide.