

# Additional Special Conditions

## SKYHOME SERIES (PREMIUM APARTMENTS)

MELBOURNE SQUARE, 93-119 KAVANAGH STREET, SOUTHBANK

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The following Additional Special Conditions are inserted into the Contract of Sale:

### 1. Sky Home Series Promotion – Premium Apartments

1.1 For the purposes of this Additional Special Condition:

**Coco Republic Voucher** means a Coco Republic voucher in the amount of \$50,000.00 (inclusive of GST), including the provision of a complimentary interior design service valued at \$2,500.

Coco Republic Voucher Terms and Conditions means the terms and conditions governing the Coco Republic Voucher, including but not limited to the following:

- (a) the Coco Republic Voucher is valid on full priced Coco Republic furniture and homewares and cannot be used in conjunction with any other offers;
- (b) the complimentary interior design service will be provided by Coco Republic at a time suitable to Coco Republic and in accordance with the standard process implemented by Coco Republic for that service;
- (c) the Coco Republic Voucher must be activated by a Coco Republic Commercial Manager prior to use and must be processed by the Coco Republic Commercial team; and
- (d) the Coco Republic Voucher is valid for twelve (12) months from activation.

**Day of Sale** has the same meaning as in the Contract.

**Development** means the development known as Melbourne Square, 93-119 Kavanagh Street, Southbank.

**Due Date** means the date for settlement determined pursuant to the Contract.

**Lot** has the same meaning as in the Contract.

**Premium Apartment** means any of the following Lots in the Development: 5503E, 5504E, 5506E, 5507E, 5602E, 5603E, 5604E, 5607E, 5704E, 5706E, 5707E, 5804E, 5903E, 5904E, 5906E, 6003E, 6103E, 6104E, 6106E, 6107E, 6203E, 6204E, 6303E, 6304E, 6307E, 6403E, and 6404E.

1.2 The parties agree and acknowledge that if the Purchaser has:

- 1.2.1 purchased a Premium Apartment;
- 1.2.2 entered into the Contract in respect of the Premium Apartment and paid the Deposit in accordance with the Contract; and
- 1.2.3 otherwise complied with its obligations under the Contract (including effecting settlement of the Contract on the Due Date),

the Purchaser will be entitled to the Coco Republic Voucher.

1.3 The Purchaser acknowledges and agrees that:

- 1.3.1 the Coco Republic Voucher will be provided to the Purchaser within twenty-eight (28) days after Settlement, or at such other time as agreed between the parties; and
- 1.3.2 the Purchaser's entitlement to the Coco Republic Voucher is subject to the terms of this Additional Special Condition and the Coco Republic Voucher Terms and Conditions.

# Additional Special Conditions

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### **MELBOURNE SQUARE, 93-119 KAVANAGH STREET, SOUTHBANK**

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- 1.4 For the avoidance of doubt, the Purchaser acknowledges and agrees that:
- 1.4.1 the Vendor has no control over Coco Republic stock availability and/or delays and the Purchaser must deal with Coco Republic in respect of any such matters;
  - 1.4.2 the Vendor has no control over the process implemented by Coco Republic in providing the interior design service and the Purchaser must deal with Coco Republic in respect of any such matters;
  - 1.4.3 the Price of the Property is not affected by the provision of the Coco Republic Voucher;
  - 1.4.4 provision of the Coco Republic Voucher is conditional upon the Purchaser at all times complying with the terms of the Contract, including effecting settlement on the Due Date and if the Purchaser defaults under the Contract (including the failure to effect settlement on the Due Date) or in payment of any amount due to the Vendor, the Purchaser will not be entitled to the Coco Republic Voucher;
  - 1.4.5 if the Purchaser defaults under the Contract or in payment of any amount due to the Vendor, the Vendor reserves the right to charge the Purchaser for all costs in relation to the Coco Republic Voucher
  - 1.4.6 this Additional Special Condition is without limitation to and does not affect any other obligation of the Purchaser or provision in this Contract;
  - 1.4.7 nothing in this Additional Special Condition detracts from the Vendor's rights against the Purchaser if the Purchaser fails to effect settlement of this Contract on the Due Date; and
  - 1.4.8 the provision of the Coco Republic Voucher in this Additional Special Condition is personal to the Purchaser named in the Particulars of Sale and the benefit of this Additional Special Condition may not be assigned (to a nominee under the Contract or otherwise) without the prior written consent of the Vendor in its sole and absolute discretion.

# Additional Special Conditions

## SKY HOME SERIES (SUB-PENTHOUSES)

### MELBOURNE SQUARE, 93-119 KAVANAGH STREET, SOUTHBANK

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The following Additional Special Conditions are inserted into the Contract of Sale:

1. **Sky Home Series Promotion – Sub-Penthouses**

1.1 For the purposes of this Additional Special Condition:

**Coco Republic Voucher** means a Coco Republic voucher in the amount of \$80,000.00 (inclusive of GST), including the provision of a complimentary interior design service valued at \$2,500 and complimentary delivery valued at \$2,500.

**Coco Republic Voucher Terms and Conditions** means the terms and conditions governing the Coco Republic Voucher, including but not limited to the following:

- (a) the Coco Republic Voucher is valid on full priced Coco Republic furniture and homewares and cannot be used in conjunction with any other offers;
- (b) the complimentary interior design service will be provided by Coco Republic at a time suitable to Coco Republic and in accordance with the standard process implemented by Coco Republic for that service;
- (c) the complimentary delivery will be provided by Coco Republic in accordance with the standard process followed by Coco Republic for allocating delivery dates and timeframes;
- (d) the Coco Republic Voucher must be activated by a Coco Republic Commercial Manager prior to use and must be processed by the Coco Republic Commercial team; and
- (e) the Coco Republic Voucher is valid for twelve (12) months from activation.

**Day of Sale** has the same meaning as in the Contract.

**Development** means the development known as Melbourne Square, 93-119 Kavanagh Street, Southbank.

**Due Date** means the date for settlement determined pursuant to the Contract.

**Lot** has the same meaning as in the Contract.

**Sub-Penthouse** means any of the following Lots in the Development: 5101W, 5201W, 5202W, 5204W, 6501E, 6502E, 6503E, 6504E, 6601E and 6604E.

1.2 The parties agree and acknowledge that if the Purchaser has:

- 1.2.1 purchased a Sub-Penthouse;
- 1.2.2 entered into the Contract in respect of the Sub-Penthouse and paid the Deposit in accordance with the Contract; and
- 1.2.3 otherwise complied with its obligations under the Contract (including effecting settlement of the Contract on the Due Date),

the Purchaser will be entitled to the Coco Republic Voucher.

# Additional Special Conditions

## SKY HOME SERIES (SUB-PENTHOUSES)

### MELBOURNE SQUARE, 93-119 KAVANAGH STREET, SOUTHBANK

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- 1.3 The Purchaser acknowledges and agrees that:
  - 1.3.1 the Coco Republic Voucher will be provided to the Purchaser within twenty-eight (28) days after Settlement, or at such other time as agreed between the parties; and
  - 1.3.2 the Purchaser's entitlement to the Coco Republic Voucher is subject to the terms of this Additional Special Condition and the Coco Republic Voucher Terms and Conditions.
- 1.4 For the avoidance of doubt, the Purchaser acknowledges and agrees that:
  - 1.4.1 the Vendor has no control over Coco Republic stock availability and/or delays and the Purchaser must deal with Coco Republic in respect of any such matters;
  - 1.4.2 the Vendor has no control over the process implemented by Coco Republic in providing the interior design service or the delivery service and the Purchaser must deal with Coco Republic in respect of any such matters;
  - 1.4.3 the Price of the Property is not affected by the provision of the Coco Republic Voucher;
  - 1.4.4 the provision of the Coco Republic Voucher is conditional upon the Purchaser at all times complying with the terms of the Contract, including effecting settlement on the Due Date and if the Purchaser defaults under the Contract (including the failure to effect settlement on the Due Date) or in payment of any amount due to the Vendor, the Purchaser will not be entitled to the Coco Republic Voucher;
  - 1.4.5 if the Purchaser defaults under the Contract or in payment of any amount due to the Vendor, the Vendor reserves the right to charge the Purchaser for all costs in relation to the Coco Republic Voucher;
  - 1.4.6 this Additional Special Condition is without limitation to and does not affect any other obligation of the Purchaser or provision in this Contract;
  - 1.4.7 nothing in this Additional Special Condition detracts from the Vendor's rights against the Purchaser if the Purchaser fails to effect settlement of this Contract on the Due Date; and
  - 1.4.8 the provision of the Coco Republic Voucher in this Additional Special Condition is personal to the Purchaser named in the Particulars of Sale and the benefit of this Additional Special Condition may not be assigned (to a nominee under the Contract or otherwise) without the prior written consent of the Vendor in its sole and absolute discretion.

# Additional Special Conditions

## SKY HOME SERIES (COLD SHELL PENTHOUSES)

MELBOURNE SQUARE, 93-119 KAVANAGH STREET, SOUTHBANK

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The following Additional Special Conditions are inserted into the Contract of Sale:

### 1. Definitions

1.1 For the purposes of these Additional Special Conditions:

**Coco Republic Voucher** means a Coco Republic voucher in the amount of \$1,000,000.00 (inclusive of GST).

**Coco Republic Voucher Terms and Conditions** means the terms and conditions governing the Coco Republic Voucher, including but not limited to the following:

- (a) the Coco Republic Voucher is valid on full priced Coco Republic furniture and homewares and cannot be used in conjunction with any other offers;
- (b) the provision of any of the services set out in additional special condition 2.2.1 will be governed by any and all terms and conditions that Coco Republic may have for the provision of those services, and Coco Republic may require the Purchaser to sign contracts, agreements or any other documentation setting out the terms governing the provision of those services;
- (c) the Coco Republic Voucher must be activated by a Coco Republic Commercial Manager prior to use and must be processed by the Coco Republic Commercial team; and
- (d) the Coco Republic Voucher is valid for twelve (12) months from activation.

**Cold Shell Penthouse** means any of the following Lots in the Development: 6701E, 6702E, 6703E and 6704E.

**Day of Sale** has the same meaning as in the Contract.

**Development** means the development known as Melbourne Square, 93-119 Kavanagh Street, Southbank.

**Due Date** means the date for settlement determined pursuant to the Contract.

**Lot** has the same meaning as in the Contract.

### 2. Sky Home Series – Cold Shell Penthouses

2.1 The parties agree and acknowledge that if the Purchaser has:

- 2.1.1 purchased a Cold Shell Penthouse;
- 2.1.2 entered into the Contract in respect of the Cold Shell Penthouse and paid the Deposit in accordance with the Contract; and
- 2.1.3 otherwise complied with its obligations under the Contract (including effecting settlement of the Contract on the Due Date),

the Purchaser will be entitled to the Coco Republic Voucher.

# Additional Special Conditions

## SKY HOME SERIES (COLD SHELL PENTHOUSES)

### MELBOURNE SQUARE, 93-119 KAVANAGH STREET, SOUTHBANK

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- 2.2 The Purchaser acknowledges and agrees that:
- 2.2.1 the Coco Republic Voucher can be used for the purchase of the following goods and services:
    - (a) homewares and furniture items;
    - (b) the services of Coco Republic's technical design team, in order to prepare design documentation (including design documentation for construction tender);
    - (c) construction costs to implement the designs contained in the design documentation
    - (d) delivery of homewares and furniture items;
  - 2.2.2 Coco Republic is wholly responsible for the provision of the goods and services set out in additional special condition 2.2.1 and the Vendor has no control over and makes no representation or warranty as to the provision of these goods and services and is only responsible for the provision of the Coco Republic Voucher to the Purchaser;
  - 2.2.3 the Coco Republic Voucher will be provided to the Purchaser within twenty-eight (28) days after Settlement, or at such other time as agreed between the parties; and
  - 2.2.4 the Purchaser's entitlement to the Coco Republic Voucher is subject to the terms of this Additional Special Condition and the Coco Republic Voucher Terms and Conditions.
- 2.3 For the avoidance of doubt, the Purchaser acknowledges and agrees that:
- 2.3.1 the Vendor has no control over and makes no representation or warranty as to Coco Republic stock availability and/or delays and the Purchaser must deal with Coco Republic in respect of any such matters;
  - 2.3.2 Vendor has no control over and makes no representation or warranty as to the process implemented by Coco Republic in providing the services set out in additional special condition 2.2.1 including but not limited to the time period for delivery of any of services and the Purchaser must deal with Coco Republic in respect of any such matters and may not make any Claim or exercise any Purchaser Rights in respect of the provision of those services;
  - 2.3.3 the Price of the Property is not affected by the provision of the Coco Republic Voucher;
  - 2.3.4 the provision of the Coco Republic Voucher is conditional upon the Purchaser at all times complying with the terms of the Contract, including effecting settlement on the Due Date and if the Purchaser defaults under the Contract (including the failure to effect settlement on the Due Date) or in payment of any amount due to the Vendor, the Purchaser will not be entitled to the Coco Republic Voucher;
  - 2.3.5 if the Purchaser defaults under the Contract or in payment of any amount due to the Vendor, the Vendor reserves the right to charge the Purchaser for all costs in relation to the Coco Republic Voucher;

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## SKY HOME SERIES (COLD SHELL PENTHOUSES)

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- 2.3.6 this Additional Special Condition is without limitation to and does not affect any other obligation of the Purchaser or provision in this Contract;
- 2.3.7 nothing in this Additional Special Condition detracts from the Vendor's rights against the Purchaser if the Purchaser fails to effect settlement of this Contract on the Due Date; and
- 2.3.8 the provision of the Coco Republic Voucher in this Additional Special Condition is personal to the Purchaser named in the Particulars of Sale and the benefit of this Additional Special Condition may not be assigned (to a nominee under the Contract or otherwise) without the prior written consent of the Vendor in its sole and absolute discretion.

### 3. Cold Shell

- 3.1 The Purchaser acknowledges and agrees that:
  - 3.1.1 the Cold Shell Penthouse is being sold in the form of a 'cold shell' and contains no fitout, fixtures or finishes and the Purchaser buys the Cold Shell Penthouse in its current condition;
  - 3.1.2 the Vendor will not at any time be required to undertake any works to the Property to alter its condition to anything other than its current form as a 'cold shell';
  - 3.1.3 settlement is not conditional on the Vendor undertaking any works to the Property to alter its condition to anything other than its current form as a 'cold shell'; and
  - 3.1.4 the Vendor makes no representation or warranty as to the suitability of the Property for any particular fit out, fixtures or furnishes.
- 3.2 Due to the Cold Shell Penthouse being sold in the form of a 'cold shell', the following sections and special conditions of the Contract do not apply:
  - 3.2.1 Schedule 2 of the Particulars of Sale;
  - 3.2.2 Special conditions 16.1 and 16.3; and
  - 3.2.3 any other special condition that relates to the provision of a completed apartment and would not sensibly apply to a 'cold shell'.