

Special Conditions

1. Subject to Special Conditions 1 and 2, the Seller must pay the Buyer a rebate (**Rebate**) at Settlement equal to the lesser of:
 - a. 25% of the duty assessed on this Contract; and
 - b. \$20,000.
2. The Buyer acknowledges and agrees that:
 - a. it is the responsibility of the Buyer to apply for the State Government Off-the-Plan Duty Rebate scheme (**OTP Duty Rebate**). The Seller makes no representation or warranty as to whether the Buyer will receive the OTP Duty Rebate;
 - b. the Buyer must provide the Seller with the duty assessment issued by the Office of State Revenue in respect of the acquisition of the Property within a reasonable time before Settlement;
 - c. the Rebate will be provided at Settlement by way of an adjustment to the Purchase Price. The Rebate is not a discount to the Purchase Price;
 - d. the duty assessed on this Contract for the purpose of Special Condition 1 does not include:
 - i. any penalty (including late lodgement penalty) or other tax that causes an increase in the duty payable in respect of this Contract; or
 - ii. any foreign buyer duty (approximately 7% of the dutiable value) payable in addition to the duty assessed on the Contract. The Seller makes no representation or warranty as to whether the Buyer will be required to pay foreign buyer duty.
3. The Seller may in its absolute discretion refuse to pay the Rebate if the Buyer:
 - a. has not complied with the terms of the Contract;
 - b. is in default under the Contract; or
 - c. does not settle on the Settlement Date even if the Buyer completes Settlement after the Settlement Date.