

CONTRACT FOR SALE OF LAND OR STRATA TITLE BY OFFER AND ACCEPTANCE

09/11 2010

TO:

NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract.

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As Agent for the Seller / Buyer

THE BUYER (FULL NAME AND ADDRESS) CORNWELL PROPERTY INVESTMENTS 1 PTY LTD
(ACN 158 967 063)

16 BALOWIN STREET ENEZALA QLD 4720

OFFERS TO PURCHASE (as joint tenants/tenants in common specifying the undivided shares) the Land and Property Chataels set out in the Schedule ("The Property") with vacant possession unless stated otherwise in the Special Conditions at the Purchase Price on the terms set out in the Schedule, the Conditions and the Special Conditions.

The Property at:

SCHEDULE

Lot 8010 Interlaken loop, Ellenbrook WA

Lot 8010 Deposited/Survey/Strata/Diagram/Plan 73214 Whole/Part Vol 2792 Folio 728

A deposit of \$ 39,500 - of which \$ 0 is paid now and \$ 39,500 - to be paid within 7 days of acceptance to be held by Westland Settlement Services Trust Account (The Deposit Holder). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price \$ 395,000 -

Settlement Date As per Special Conditions of Sale - Annexure A (Attached)

Property Chataels including All fixtures and fittings

FINANCE CLAUSE IS APPLICABLE

LENDER (NB: If blank, can be any Lender)

LATEST TIME: 4pm on: Within 21 days of acceptance

AMOUNT OF LOAN: SUFFICIENT TO COMPLETE

SIGNATURE OF BUYER: *K Cornwell*

KAREN CORNWELL

KAREN CORNWELL DIRECTOR

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

SPECIAL CONDITIONS

The attachments herewith form part of this contract:

- Annexure A - Special Conditions of Sale
- Annexure B - Plans, Specifications and Colour Scheme
- Annexure C - Design, Audition & Festive Elements
- Annexure D - BUILDING REQUIREMENTS & SPECIAL CONDITIONS
- Annexure E - SCHEDULE OF EXTERNAL MATERIALS
- Annexure F - LOT LOCATION
- Annexure G - Title Information
- Annexure H - INCENTIVES
- Annexure I - SUSTAINABILITY GUIDELINES
- Annexure J - AUTHORITY TO EXCHANGE INFORMATION
- Annexure K - FIRE RISK TECHNOLOGY & SECURITY DEVICE
- Annexure L - DETAIL ARCH PLAN
- Annexure M -

IF CHECKED THEN ALL PARTIES SHOULD SIGN ALL PAGES.

CONDITIONS

1. SUBJECT TO FINANCE

If the Buyer signs the 'Finance Clause is not Applicable' box in the Schedule, or if no information is completed in the 'Finance Clause is Applicable' box in the Schedule, then this Clause 1 does not apply to the Contract.

If any information is completed in the Contract or the Buyer signs the 'Finance Clause is Applicable' box in the Schedule then this Clause 1 applies to the Contract.

1.1 Buyer's Obligation to Apply for Finance and Give Notice to the Seller

- (a) The Buyer must: (1) Immediately after the Contract Date make a Finance Application to the Lender using... (2) use all best endeavours in good faith to obtain Finance Approval. (b) If the Buyer does not comply with Clause 1.1(a) or 1.1(b) then the Contract will not come to an end... (c) The Buyer must immediately give to the Seller or Seller Agent: (1) an Approval Notice if the Buyer obtains Finance Approval; or (2) a Non Approval Notice if the Finance Application is rejected...

1.2 No Finance Approved by the Lender Time Non Approval Notice Given

- (a) This Contract will come to an end without further action by either Party if on or before the Latest Time: (i) written Finance Approval has not been obtained or the Finance Application has been rejected; and (b) the Buyer gives a Non Approval Notice to the Seller or Seller Agent.

1.3 No Finance Approved by the Lender Time Non Approval Given

- (a) the Buyer has not given an Approval Notice to the Seller or Seller Agent; and (b) the Buyer has not given a Non Approval Notice to the Seller or Seller Agent; then this Contract will be in full force and effect unless and until either the Seller gives written Notice of termination to the Buyer or the Buyer terminates this Contract by giving a Non Approval Notice to the Seller or Seller Agent.

1.4 Finance Approved Approval Notice Given

- (a) by the Latest Time, or if Clause 1.5 applies, before the Contract is terminated: (i) Finance Approval has been obtained; and (ii) the Buyer has given an Approval Notice to the Seller or Seller Agent; then this Clause 1 is satisfied and the Contract is in full force and effect.

1.5 Notice Not Given by Latest Time Seller's Right to Terminate

If by the Latest Time the Buyer has not given an Approval Notice or a Non Approval Notice to the Seller or Seller Agent then at any time until an Approval Notice or a Non Approval Notice is given, the Seller may terminate this Contract by written Notice to the Buyer.

1.6 Buyer Must Keep Seller Informed of Changes

- (a) If requested in writing by the Seller or Seller Agent the Buyer must: (1) advise the Seller or Seller Agent of the progress of the Finance Application; and (2) provide evidence in writing of the making of a Finance Application in accordance with Clause 1.1 (a) and of any loss offer made, or any rejection; and (3) if applicable, advise the Seller or Seller Agent of the reasons for the Buyer not accepting any loan offer. (b) If the Buyer does not comply with the request within 2 Business Days then the Buyer authorises the Seller or Seller Agent to obtain from the Lender the information referred to in Clause 1.6(a).

1.7 Right to Terminate

- If a Party has the right to terminate under this Clause 1, then: (a) termination must be effected by written Notice to the other Party; (b) Clauses 23 and 24 of the 2011 General Conditions do not apply to the right to terminate; upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer; (c) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

1.8 Waiver

The Buyer may waive this Clause 1 by giving written Notice to the Seller or Seller Agent at any time before the Latest Time, or if Clause 1.5 applies, before the Contract is terminated, if waived this Clause is deemed satisfied.

1.9 Definitions

- In this Clause: Amount of Loan means either the amount referred to in the Schedule or any lesser amount of finance referred to in the Finance Application. If the amount referred to in the Schedule is blank, then the amount will be an amount equivalent to the Purchase Price. Approval Notice means a Notice in writing given by the Buyer or the Lender to the Seller or Seller Agent to the effect that Finance Approval has been obtained. Finance Application means an application made by or on behalf of the Buyer to the Lender to lend any amount payable under the Contract. Finance Approval means: (a) a written approval by the Lender of the Finance Application or a written offer to lend or a written notification of an intention to offer to lend made by the Lender; and (b) for the Amount of Loan; and (c) which is unconditional or subject to terms and conditions: (1) which are the Lender's usual terms and conditions for finance of a nature similar to that applied for by the Buyer; or (2) which the Buyer has accepted by written communication to the Lender, but a condition which is in the sole control of the Buyer to satisfy will be treated as having been accepted for the purposes of this definition; or (3) which, if the condition is other than as referred to in paragraphs (1) and (2) above includes: (i) an exception to valuation of any property; (ii) obtaining a particular loan to value ratio; (iii) the sale of another property; or (iv) the obtaining of mortgage insurance; and has in fact been satisfied.

Latest Time means:

- (a) the time and date referred to in the Schedule; or (b) if no date is notified in the Schedule, then 4pm on the day falling 15 Business Days after the Contract Date.

Lender means:

- (a) the lender nominated in the Schedule; or (b) if no lender is nominated in the Schedule, any bank, building society, credit union or other institution which makes loans and in each case carries on business in Australia.

Non Approval Notice means a Notice in writing given by the Buyer or the Lender to the Seller or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained.

- 2. Acceptance of this offer will be sufficiently communicated to the Buyer if verbal or written notification is given by the Seller or Seller's Agent to the Buyer that the acceptance has been signed by the Seller. 3. The 2011 General Conditions are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract. 4. If GST is applicable to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

BUYER (if a corporation, then the Buyer executes this Contract pursuant to s.127 of the Corporations Act.)

WASED COLOWILL COLOWILL PROPERTY INVESTMENTS PTY LTD (LALU 158967063) AARAHM COLOWILL DIRECTOR COLOWILL PROPERTY INVESTMENTS & PTI LTD

Witness: Glenn Kuy, Date: 22/8/12. Glenn Kuy, Date: 22/8/12. Prime Projects Construction Pty Ltd, A.C.N. 008 999 059

THE SELLER (FULL NAME AND ADDRESS) ACCEPTS the Buyer's offer. Prime Projects Construction Pty Ltd, A.C.N. 008 999 059

Witness: Glenn Kuy, Date: 31/8/12

JOINT FORM A true copy of this document has been received by each of the Parties - together with a copy of the 2011 General Conditions.

STRATA DISCLOSURES If the Property is a Strata Lot, then the Buyer acknowledges having received the Form 28 Disclosure Statement before signing this Contract.

CONVEYANCER The Parties nominate their Representative below to act on their behalf and consent to Notices being served to that Representative's facsimile number. BUYER'S REPRESENTATIVE: Name: AHC LAWRENCE EAST MARRANG NSW, Signature: [Signature], 0249243710. SELLER'S REPRESENTATIVE: Westland Settlement Services, Ph: 9325 1166

ANNEXURE "A" - SPECIAL CONDITIONS OF SALE

DEFINITIONS AND INTERPRETATION

(a) Definitions

In this Contract, unless the context requires otherwise, the following words have the following meanings:

Annexure and Attachment includes each additional annexure and/or attachment to this Contract.

Approval means an approval, consent, permit or permission required by the Seller or any other person from any Relevant Authority in order to:

- (a) (as applicable) commence, carry out or complete any part of the construction of the Building; or
- (b) occupy and use all or any part of the Building.

Building means the building and associated improvements on the Property generally in accordance with the Plans and Specifications.

General Conditions means the 2011 Joint Form of General Conditions for the Sale of Land a copy of which are annexed to this Contract.

Practical Completion means the completion, in the Seller's opinion (acting reasonably and properly) of the construction of the Building by the Seller except for any omissions or defects which do not prevent the Property from being occupied.

Relevant Authority includes each government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, statutory or public authority, tribunal, agency or entity, whether local, state, federal or otherwise.

Settlement Date means the date specified in this Contract or otherwise determined pursuant to these special conditions.

(b) Interpretation

In this Contract unless stated otherwise:

- (i) terms and expressions which are defined in the General Conditions and which are used, but not defined, in this Contract have the same meanings



attributed to them in the General Conditions when used in this Contract;
and

(ii) without limiting clause 26.5 of the General Conditions, a provision of this Contract shall not be construed against a Party merely because that Party was responsible for drafting this Contract or for the inclusion of that provision.

(c) No Merger

Any terms, conditions or provisions of this Contract (including in any Annexure or Attachment) which are not satisfied or fulfilled at Settlement will not merge in the Transfer of Land and will continue to apply and be enforceable against the Buyer.

2 INCORPORATION OF SPECIAL CONDITIONS AND ANNEXURES

(a) These special conditions and all Annexures and/or Attachments are incorporated into and form part of the Contract between the Seller and the Buyer.

(b) If there is any inconsistency between the General Conditions, these special conditions and the provisions of any Annexure and/or Attachment, then the following orders of priority shall prevail:

(i) the provisions of the Annexure or Attachment shall prevail over these special conditions and the General Conditions to the extent of the inconsistency; and

(ii) these special conditions shall prevail over the General Conditions to the extent of the inconsistency.

(c) In addition to anything else in these special conditions, the General Conditions, as they apply to this Contract, are amended as follows:

(i) clause 4.2 is deleted in its entirety;

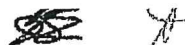
(ii) clause 9 is deleted in its entirety; and

(iii) clauses 15.3, 15.4 and 15.5 are deleted in their entirety.

3 MODIFICATION OF SUBJECT TO FINANCE CLAUSE

(a) This Special Condition modifies Condition 1 on the reverse side of the prescribed form of Contract for Sale of Land or Strata Title by Offer and Acceptance which forms part of this Contract (Finance Condition).

(b) The Finance Condition is modified as follows:



(i) sub-clause 1.7(c) of the Finance Condition is amended by adding the words "except where there has been a breach of clause 1.1 by the Buyer in which case the Deposit will be forfeited to the Seller" to the end of that subclause; and

(ii) the definition of "Finance Approval" in clause 1.9 of the Finance Condition is deleted in its entirety and is replaced with the following definition:

"Finance Approval means:

- (a) a written approval by the Lender of the Finance Application or a written offer to lend or a written notification of an intention to offer to lend made by the Lender;
- (b) for the Amount of the Loan; and
- (c) which is unconditional or, if conditional, is only conditional on:
 - (i) an acceptable valuation of any property;
 - (ii) the obtaining of mortgage insurance; and/or
 - (iii) issuing of a separate Certificate of Title for the Property."

4 DEVELOPMENT OF PROPERTY

4.1 Application of Special Condition

This special condition only applies if, at the Contract Date, the Building has not reached Practical Completion.

4.2 Acknowledgement by Buyer

The Buyer acknowledges that:

- (a) as at the Contract Date, the Building may not yet have been constructed; and
- (b) the construction of the Building will be carried out generally in accordance with the plans and the specifications annexed to this Contract (Plans and Specifications) and otherwise generally in accordance with the provisions of this Contract.

4.3 Seller to Complete

Subject to special conditions 4.2 and 4.6, the Seller will carry out construction of and complete the Building in a good and workmanlike manner to the satisfaction of any Relevant Authority and ensure that:

- (a) the Property is substantially completed generally in accordance with the Plans and Specifications; and
- (b) the items specified in the Plans and Specifications (if any) are installed or fitted in or on the Property or Building (as the case may be) as required.



4.4 No Objections

The Buyer must not:

- (a) object to, or make any requisition or claim for compensation or damages in respect of the failure or inadequacy of any transformer, sewer, water or other main pipe, wire, conduit or connection in respect of water, sewerage, drainage, gas, electricity or any other system or service affecting or serving the Property, any part of the Building; or
- (b) make an objection to any application by the Seller to obtain any Approval (including, but not limited to any development, Building, subdivision or planning approval).

4.5 No Warranties Regarding Property and Use of Property

The Buyer acknowledges and agrees that the Buyer has not relied on any promise, representation, warranty, undertaking or agreement given by or on behalf of the Seller with respect to the permitted use of the Property, the suitability of the Property for any use or the actual or proposed finishes, facilities, amenities or services to, on or in the Property.

4.6 Changes in Materials or Specifications

- (a) The Buyer acknowledges and agrees that the Seller may have to substitute alternative materials, finishes or colours to those contained in or referred to in the Plans and Specifications if any material or product is:
 - (i) in the Seller's opinion:
 - (1) unavailable;
 - (2) unsuitable; or
 - (3) no longer economically viable to use; or
 - (ii) required to be substituted with another product or material by any Relevant Authority.
- (b) Without limiting special condition 4.6(a) above, the Buyer will not be entitled to make any objection, requisition, claim any compensation or terminate this Contract as a result of:
 - (i) any variation in the construction, fit-out or finish of the Building from the Plans and Specifications (or in any sales brochure relating to the Property) which does not materially prejudice the Buyer; or

- (ii) any variation of the construction, fit-out or finish of the Building necessary to comply with the requirements of any Relevant Authority or as dictated by good building practice or the availability of materials.

5 DEFECTS

5.1 Rectification of Defects

If at any time within six (6) months of Settlement the Buyer gives the Seller written notice of any material defects or material faults in the Property, the Seller must rectify that material defect or material fault.

5.2 Buyer not to Delay

The Buyer must not delay or refuse to effect Settlement or withhold or threaten to withhold any part of the Purchase Price or other moneys payable to the Seller at Settlement by reason of the existence of a defect or fault in the Property and the Buyer must rely on its rights under special condition 5.1 in respect of any defect or fault.

5.3 Acknowledgements

The Buyer acknowledges and agrees that some of the materials used in the Property may comprise natural products (e.g. stone, timber etc) and that these materials may:

- (a) exhibit variations in shade, colour, texture, surface finish or markings and may contain natural fissures, lines and indentations;
- (b) expand, contract or distort over time as a result of exposure to water, heat, cold and other elements;
- (c) mark or stain if exposed to certain substances or materials; or
- (d) be damaged or disfigured by impact, scratching or use;

and none of the matters listed above comprises a defect or fault and the Buyer must not make a claim for compensation or damages or rescind or terminate or threaten or purport to rescind or terminate this Contract as a result of the existence or occurrence of any of the matters set out in this special condition.

6 MATTERS AFFECTING PROPERTY

(a) General

Without limiting any provision of the General Conditions, the Buyer acknowledges and agrees that the Property is sold subject to all (if any) reservations, limitations, interests, encumbrances, restrictive covenants, notifications and memorials contained in or noted on (or to be contained in or noted on as a requirement of a

Relevant Authority or otherwise) the Certificate of Title to the Property, and regardless of whether any such matters are expressly referred to in this Contract or not.

(b) Notification

- (i) Without limiting paragraph (a) of this special condition, the Buyer acknowledges and agrees that notifications or memorials may be noted on the Title to the Property in connection with environmental or environmental contamination issues, and which may affect the manner in which the Property may be used (Pertinent Matters).
- (ii) The Seller will, to the extent that any Pertinent Matter is required to be notified by law but was not notified to the Buyer at the time of entering into this Contract because it was not certain at that time, give notice of the Pertinent Matter to the Buyer as soon as reasonably practicable before Settlement.
- (iii) Unless entitled to do so at law, and despite anything in the General Conditions that would otherwise give the Buyer such a right (including clause 2.9 of the General Conditions), the Buyer is not entitled to terminate this Contract or seek any compensation whatsoever from the Seller as result of any Pertinent Matters being notified to the Buyer by the Seller under sub-paragraph (b)(ii) of this special condition.

(c) Buyer's Acknowledgement

The Buyer acknowledges, accepts and is aware that any of the matters addressed in paragraphs (a) and (b) of this special condition will run with the Property and bind any proposed transferees of the Property.

7 **MAINS AND SERVICES**

The Buyer may not take objection, make any requisition or claim any compensation by reason of the existence or passage on or through the Property or any adjoining property (or lack thereof) of mains, pipes, wires or connections of any gas, electricity, water, sewerage, drainage, telephone or other system or service, whether to the Property or any adjoining property or jointly to both or otherwise, and the Buyer shall take title subject to any such matters.

8 **SETTLEMENT**

Unless agreed otherwise, Settlement of the sale of the Property from the Seller to the Buyer shall take place within twenty-one (21) days after Practical Completion.



9 **REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS**

(a) Warranties and Representations

- (i) The Seller makes no warranty or representation that the Property complies with any laws or requirements, whether statutory or otherwise or are suitable, fit or approved for any particular purpose.
- (ii) The Buyer acknowledges and agrees that it or they have not relied on or been induced to enter into this Contract by any express or implied oral statement, representation, warranty, undertaking, covenant or agreement made by or with the Seller, the Seller Agent, or the Seller's employees, agents, consultants, contractors or representatives before the Contract Date relating to the Property or other subject matter of this Contract and not contained in this Contract.

(b) No Reliance

The Buyer acknowledges and agrees that the Buyer is relying solely on the Buyer's own enquiries with respect to:

- (i) the fitness or suitability of the Property for any particular purpose or use;
- (ii) the correctness of the description of the Property;
- (iii) the Buyer's rights and obligations under this Contract;
- (iv) the value of the Property;
- (v) the present and future economic feasibility, viability and economic return of the Property; and
- (vi) any matters that may affect the Buyer's right, interest or enjoyment of the Property.

and the Buyer will be deemed to have entered into this Contract in reliance solely on that basis.

(c) Acknowledgements

The Buyer acknowledges and agrees that:

- (i) the Buyer enters into this Contract with full knowledge of the current and future uses to which the Property and surrounding properties may be put and will not make any objection or claim any compensation arising from the use of any surrounding property;

(ii) the Certificate of Title of the Property may have entered, placed or notified on it any notification, restrictive covenant or other limitation relating to the above as required by any Relevant Authority; and

(iii) the Buyer's obligations contained in this Contract do not merge on Settlement but enure for the benefit of the Seller until all of the obligations of the Buyer under this Contract have been fully performed and satisfied.

(d) Entire Agreement

This Contract is the entire agreement between the Buyer and Seller and contains all of the representations, warranties, covenants and agreements of the Parties in relation to the subject matter of this Contract.

10. GST - MARGIN SCHEME

- (a) The Purchase Price is inclusive of GST.
- (b) The Seller and the Buyer agree that the Margin Scheme is to be applied in calculating the GST payable on the sale of the Property.
- (c) The Buyer will not receive a Tax Invoice.

11. TRUST WARRANTIES

- (a) If the Buyer enters into this Contract as the trustee of a trust, the Buyer is bound both personally and as trustee of the trust.
- (b) In respect of any trust of which the Buyer (solely or jointly) is acting or in the future acts as trustee of (Trust) the Buyer covenants and warrants that:
 - (i) the Buyer has full power and authority pursuant to its Constitution (if any) and the deed of trust (Trust Deed) to act when entering into this Contract and the Buyer has obtained the consents and approvals of all persons necessary to bind the property of the Trust;
 - (ii) the Trust is lawfully and validly constituted and the Trust Deed has been properly executed;
 - (iii) before the Buyer has complied with all of its obligations under these special conditions the Trust and the Trust Deed will not be revoked or varied;
 - (iv) no action has been taken or proposed to remove it as trustee of the Trust or alter the powers it has as trustee of the Trust; and
 - (v) no action has been taken or threatened to wind up or terminate the Trust.



Annexure B

PRIME PROJECTS

Standard Specification

for

COORWILL PROPERTY INVESTMENTS 1 PT LTD
(Hereinafter referred to as the "Owner") (ACU 158 967063)

And to be Erected at

Lot 8010 Interiaken Loop Ellenbrook

by

Prime Projects Construction Pty Ltd - Builder
ABN: 72 851 949 131

Registration No. 6129

1. General

- 1.1 This specification shall be read in conjunction with, and shall form part of the contract construction documents including, but not limited to : Addenda to the specification; schedules, drawings, detail drawings, terms of the WA HBCA LUMP SUM Building Contract, and any other documentation referred to there - in.
- 1.2 This is a specification of works and materials to be incorporated in the construction of the residential dwelling.

2. Preliminaries

- 2.1 Interpretation
The Builder, The Owner, The Works, Statutory or other Authorities and all other similar matters shall be as recorded on the Schedule of Particulars incorporated in the WA HBCA LUMP SUM Building Contract and forming part of the documentation.

- 2.2 Authority requirements
The works shall be constructed to satisfy the requirements of all relevant Statutory or Other Authorities. The requirements of the drawings and these specifications shall be interpreted as subject to those requirements, except where the cost of compliance with such requirements increase the cost to the Builder of undertaking the works.

- 2.3 Dimensions
All dimensions and levels throughout the Construction Documents are approximate only. Figured dimensions shall take precedence over scaled dimensions. Internal dimensions shall be taken between brickwork/blockwork or structural framing. External dimensions shall be taken over brickwork/blockwork or structural framing. Ceiling height shall be taken between top of floor slab and underside of ceiling lining. Large scale detail drawings shall take precedence over small scale drawings. Floor plan shall take precedence over elevations. Layout plan shall take precedence over floor plan. The Builder shall verify all dimensions on site prior to commencement of construction.

- 2.4 Documentation
It shall be the responsibility of the Owner to ensure that the information contained in the Documents is correct prior to signing.

- 2.5 Notices & Fees
Building Permit, Water Authority approvals, Sewer and Septic Installation Approvals, and fees there-of are the Builders responsibility. All other approvals or fees for Headworks, Security, Crossover or any similar fee or imposition by Statutory Authorities is the obligation of the owner unless specifically included in the Schedule of Particulars or the Addenda. Contingency fees or bonds paid to Local Authorities do not constitute work by Builder.

- 2.5 Site Access
Except for house and land packages, the Owner warrants that the

2.6 **Provisional Sums**
Provisional Sums and/or Prima Cost Items are included as detailed in the Addenda and in Schedule of Particulars and shall be dealt with pursuant to the WA HBCA LUMP SUM Building Contract.

2.7 **Concrete Pump**
One concrete pump is included and costed into the building contract any need for an additional concrete pump will require a variation to the building contract.

2.8 **Water**
If water service is unavailable to the site, the Owner is required to provide potable water under pressure within six metres of the building area.

3. **Materials**

3.1) Materials shall be new unless specified otherwise in the Addenda. Surplus materials left on site shall remain the property of the Builder and shall be removed or disposed of at the Builder's discretion.

3.2) Where brands of materials or equipment are specified they are indicative only of the material or equipment to be provided. The builder shall provide materials and equipment which broadly correspond with the materials specified. If materials or equipment specified are not currently available when required by the builder, functionally equivalent materials or equipment shall be provided.

3.3) Normal occurring variances in the manufacturing processes cause variances in the colour and/or sizes of the majority of materials used in the building process and no responsibility can be accepted by the Builder for such.

4. **Siteworks**

4.1 Existing vegetation and organic matter shall be cleared to a distance of 1500mm more than the ground floor area required by Statutory Authorities or to the site boundary whichever is less.

4.2 Trees or roots within the building area shall be felled and stumps and roots grubbed out and removed from the site. If during the course of construction other trees or subterranean matter e.g. rocks, stumps and ground water are in the opinion of the Builder or Statutory Authority considered to be a hazard they shall be removed by the Builder and the cost shall be a Variation pursuant to the Building Contract Clause 11.

4.3 The site shall be excavated by cutting/filling or clean fill provided to achieve the required finished floor level as specified in the Addenda or indicated on the Working Drawings. Excavations for all footings shall have a level base and shall be stepped as required.

4.4 A Dursban chemical termite treatment is to be carried out by a recognised contractor and member of the Pest Control Association. The contractor is to provide a 12 month written guarantee against termite infestation in the sub floor area in accordance with the uniform by-laws as AS 3660-1. A further 1 year written guarantee is to be provided for the home perimeter. It is the responsibility of the Owner to maintain the perimeter from termite infestation from completion.

4.5 Building owner to arrange & carry-out demolition & removal of existing buildings, footings, structures, paving, fences, all service & service lines, trees (including all trees within 1200mm of the site cut area), prior to Building Permit being Issued. Building Owner is responsible to ensure that all council requirements (i.e. Town planning, Planning Overlays, Covenants, etc.) are complied with to ensure Builder is able to obtain a Building Permit. No allowances have been included for additional labour & materials (concrete etc.) if required due to the removal of previous buildings, etc. (As Above).

5. **Concrete**

5.1 Concrete shall comply with the requirements of current relevant SA Codes for mixing and placement, and shall have minimum 20mpa 28 day strength.

5.2 Concrete footings and raft floors shall be constructed in accordance with an Engineer's signed detail or Statutory Authority requirements and as indicated on the Working Drawings.

5.3 Suspended slabs and concrete stairs shall be constructed in accordance with and Engineer's signed detail, as indicated on the Working Drawings.

5.4 Tiled wet areas indicated on the Working Drawing shall be set down from the finished floor level 30 - 25mm or as otherwise noted.. Slab thickness indicated on the Working Drawings shall be maintained throughout.

5.5 Concrete shall be provided to the areas indicated on the Working Drawings and shall be of the strength and thickness specified in the Addenda.

5.6 Raft floors and suspended slabs shall have a smooth trowelled finish. Unless required otherwise as noted in Addenda driveways and pedestrian ways shall have a non-slip finish. Concrete shall be uncoloured unless otherwise specified in the Addenda. All enclosed garages shall have non slip concrete finish where concrete is specified.

5.7

Handwritten initials/signature

6. Brickwork

6.1 Materials

Bricks and /or Blocks and mortar shall be as detailed in the Addenda. Admixture may be used for plasticising and colouring but will only be used in accordance with the manufacturers recommendations. All care will be taken to provide an even finish but no guarantee to colour or finish is provided. Efflorescence and staining are a natural occurrence with some bricks and/in blocks and as a part of the manufacturing process shall not be accepted as a responsibility of the Builder. Damp proof courses shall be of durable and impervious materials as required by Building Codes and/or Statutory Authority. Bricks and /or blocks shall be laid to manufacturer's recommendations and/or Building Codes, BCA Codes and best practice.

6.2 Workmanship

Joints shall be nominal 10mm with acceptable tolerance of ± 3 mm in addition to brick size variation. Sub-floor ventilation to timber floors and weep holes to cavity walls shall be provided as required by Building or BCA or by Statutory Authority. Brickwork reinforcement shall be provided where shown on the drawings or Engineers detail.

6.3 Lintels

Lintels shall be provided to openings as required or to Engineers detail and BCA or statutory Authority requirement.

6.4 Sills

External sills as shown on drawings or in Addenda.

6.5 Internal face brickwork

Internal face brickwork shall be included where indicated on the drawings or in the Addenda. Where double sided single brick walls are shown, the Owner understands bricks only have one face.

6.6 Cleaning

Brickwork and blockwork shall be cleaned with a diluted acid solution as recommended by the manufacturer. All adjacent work shall be properly protected from chemicals during cleaning.

7. Structural steel

7.1

Steel beams and lintels shall comply with relevant Codes and/or Statutory Authorities requirements and/or Engineers detail and shall be treated with anti-corrosive to comply. Where corner windows are shown, the brickwork above shall be supported by a structural column to Engineers detail, also treated to Codes.

7.2

Any exposed steel shall have anti-corrosive treatment in accordance with relevant Codes.

8. Metalwork

8.1

Flashings shall be provided and built in to prevent water penetration where required and they shall be compatible with adjoining materials.

8.2

Unless stated otherwise in Addenda metal fascia shall be provided treated with anti-corrosive to comply with a Codes.

8.3

Metal door frames, meter box, electricity (and gas if noted in Addenda) handrails, balustrades, garage doors, gates, letter boxes and any other items specifically noted on drawings or Addenda shall be provided and fixed all in accordance with relevant codes and or standards.

8.4

Aluminium windows and sliding doors shall be of the size type, finish and colour as specified or the Drawings or Addenda and shall be properly built-in and secured in accordance with manufacturer's recommendations and/or relevant Codes.

8.5

A clothes hoist or other laundry type line shall be provided and fixed as shown on Drawings.

9. Roof

9.1

The roof timbers shall be of sizes and grades adequate to the relevant Codes for the loads imposed and span and the roof framing shall comply with the timber Framing Code and shall be constructed as shown on the Drawings. Eaves shall be lined with Hardflex. Hips, valleys and gables shall be formed and constructed as shown on Drawings.

9.2

The roof cover shall be either clay tiles, pigmented cement tiles: Zincalume or Colorbond sheeting all as indicated on the Drawings and/or Addenda and all shall be fixed in accordance with manufacturers instructions and/or relevant Codes.

10. Carpenter and Joiner

10.1 Generally

All timbers for carpentry and joinery where not specifically detailed shall be adequate, suitable for it's purpose, of good merchantable quality and comply with relevant Codes and Standards.

10.2

Doors, jambs, frames and windows shall be of the type, size and finish as shown or on the drawings or as in the Addenda. If shown on drawings front entry door shall have fixed glazing panel side light. Doors will be cut as standard and not to suit any floor coverings other than as detailed.

10.3

Mouldings, architraves, skirtings, shelving, balustrades, handrails shall be provided and fixed as indicated on the Drawings and/or in the Addenda and of type and finish as detailed. Entry doors shall be dead locks, entry door buffers as noted in Addenda to prevent doors and door handles damaging adjoining walls and/or trim.

10.4

16. Painter

- 16.1 All surfaces of walls, ceilings, woodworks, etc., shall be properly prepared, cleaned, and sanded to a fine uniform surface. All finishes, type and colour, shall be as specified in the Addenda. As noted in Materials Clause 21, the Builder reserves the right to use other materials than that indicated, but all shall be applied with careful workmanship and to the manufacturers instructions. Colour variation is inherent in coloured finishes and the Builder cannot accept liability for such variations in the colour shades of the finished product.
- 16.2 Any paint finishes requested by the Owner different to the standard as provided by the Builder shall constitute the basis of a variation to the work and incur additional cost.

17. Special Items

- 17.1 Any special items supplied by the Owner and noted in the Addenda or on the Drawings shall be provided and installed in accordance with the manufacturer's Instructions and/or to the relevant codes and Statutory requirements.

18. Cleaning

- 18.1 The completed works shall be cleaned internally and fit for occupation.
- 18.2 The site shall be cleared of excess building materials and shall be left in a tidy condition. All surplus building materials remain the property of the Builder.

19. Paving

- 19.1 All paving to driveways and pedestrian ways shall be laid stretcher bond unless otherwise stated in the Working drawings or Addenda to specification. The header course shall be laid with hand mix cement to underside and side. All driveway gradients shall conform to Local Authority requirements.

20. Other Items

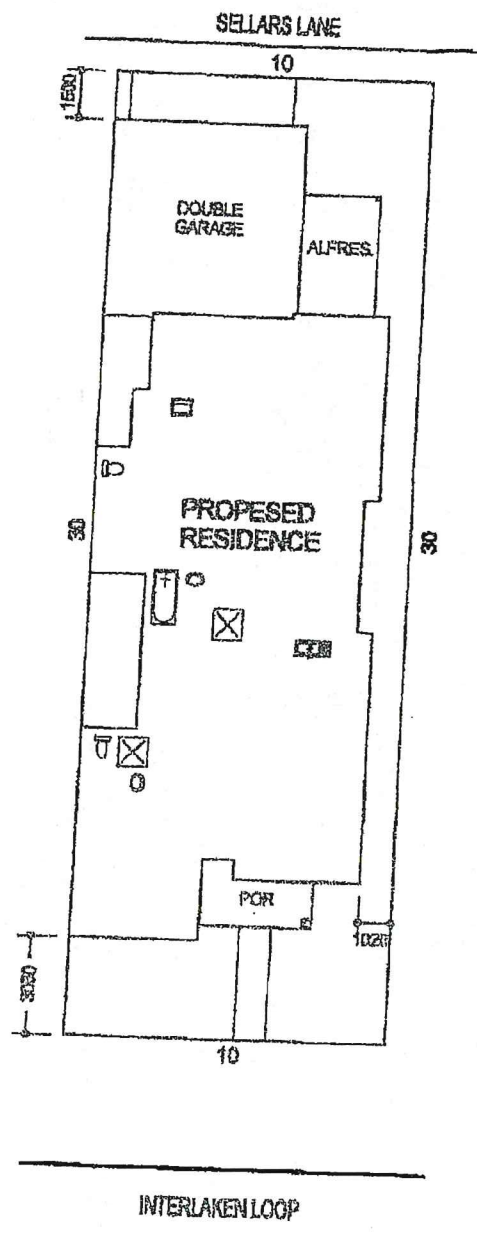
- 20.1 Any items or works require to complete the works in accordance with the Drawings or Addenda and not detailed in this specification shall be completed in accordance with building practice and to Codes or Standards as applicable or to manufacturers instructions

DATED	22 / 8 / 12	OWNER <i>G. Cornwell</i> GRAHAM CORNWELL DIRECTOR
DATED	22 / 8 / 12	OWNER <i>G. Cornwell</i> GRAHAM CORNWELL DIRECTOR (SECRETARY)
DATED	6 / 9 / 12	BUILDER for Prime Projects Construction Pty Ltd <i>[Signature]</i>



LOT 8010
300 m²

NOTES
 1- FRONT LANDSCAPING AND BOUNDARY FENCING BY DEVELOPER.
 2- REAR LANDSCAPING AND RETICULATION BY BUILDER.
 3- FINAL HOUSE POSITION SUBJECT TO SITE SURVEY BY LICENSED SURVEYOR.
 4- FINAL HOUSE DESIGN SUBJECT TO AMENDMENTS TO COMPLY WITH LOCAL AUTHORITY REQUIREMENTS.



PRIME
 25-26 DE GRAY ST
 PERTH WA 6000
 Telephone: (08) 9442 8888
 Fax: (08) 9442 8889

BL	W/O	REN	DATE

OWNER

 ADDRESS

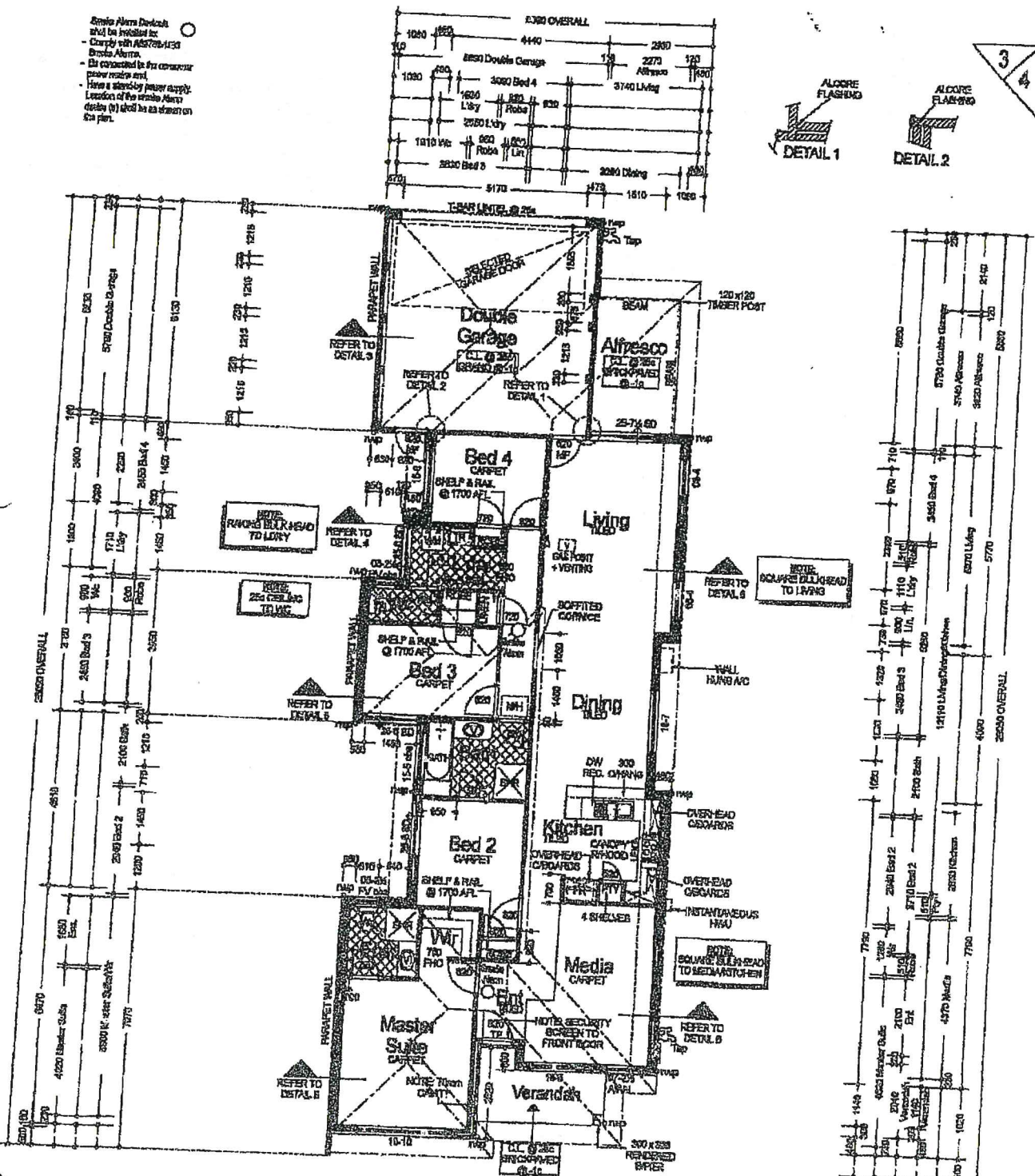
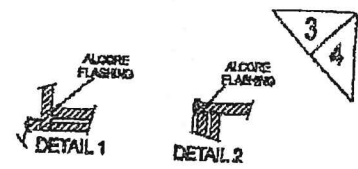
JOB NO.

 SHEET NO.
1 OF 6

SPECIAL

LOT 8010 INTERLAKEN LOOP,
ELLENBROOK

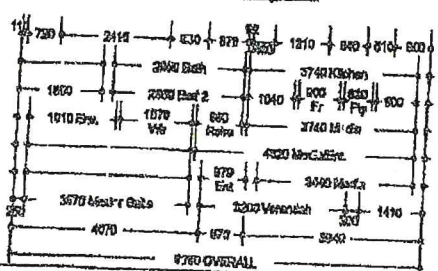
Smoke Alarm Devices shall be provided in accordance with AS/NZS 3638:2015. Be connected to the conventional power supply and have a standby power supply. Location of the smoke alarm devices to be shown as a stream on the plan.



2
1
GROUND FLOOR PLAN

AREA	16500
HOUSE	38500
GARAGE	5500
PORCH	5500
ALFRESCO	20000
TOTAL	26000

PERIMETER: 81.65m



NOTE: SCAKWELLS TO ALL RWPS

NOTE: UNLESS OTHERWISE NOTED C.L. @ 280

UNLESS OTHERWISE NOTED ALL BRICKWORK TO BE: EXTERNAL: 250 INTERNAL: 50

PRIME PROJECTS
PRIME PROJECTS CONSTRUCTORS PTY LTD

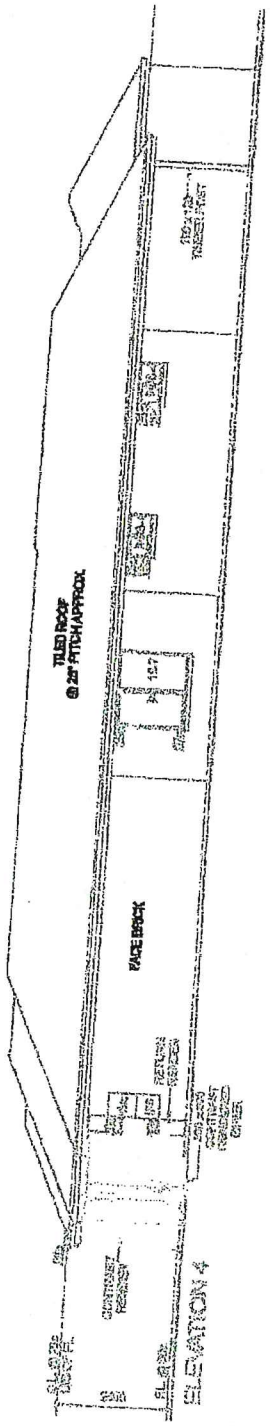
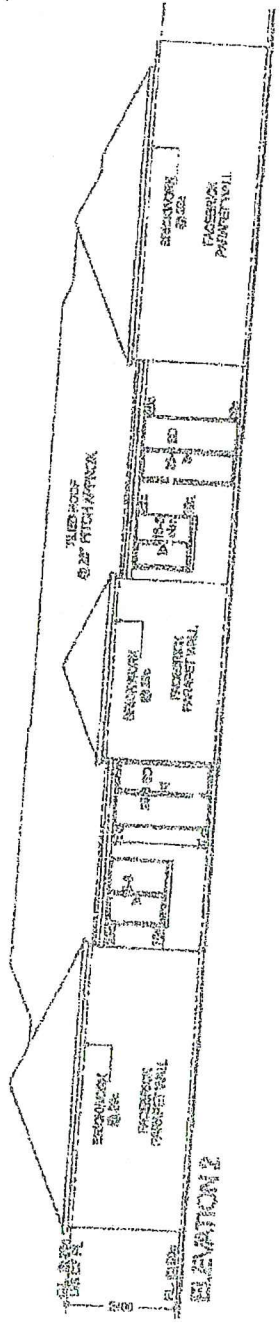
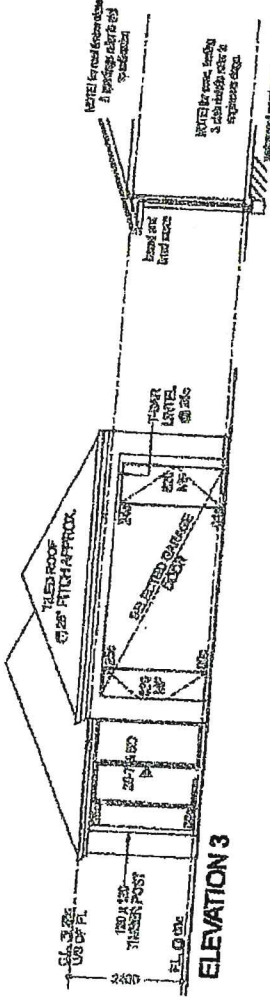
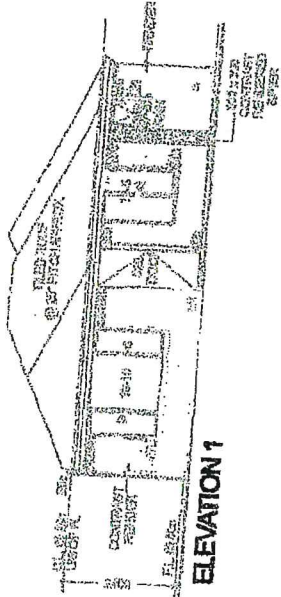
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REV. NO. DATE BY

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2	07/05/2019	SR
3	17/05/2019	SR

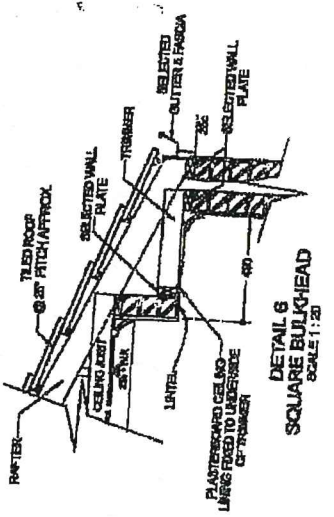
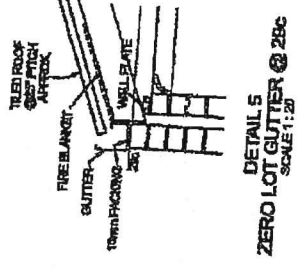
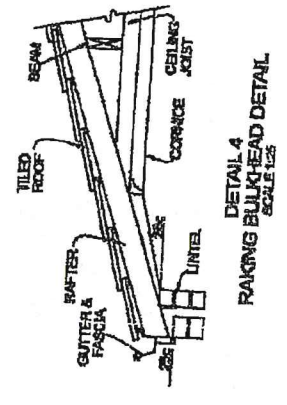
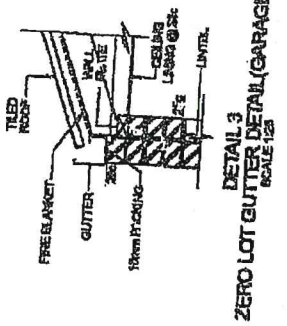
REV. NO.	DATE	BY
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2	07/05/2019	SR
3	17/05/2019	SR

JOB NO.
SCALE: 1:100

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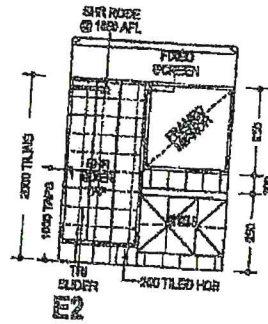
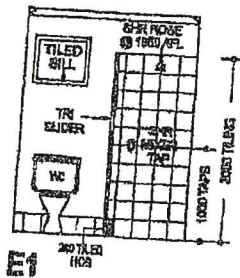
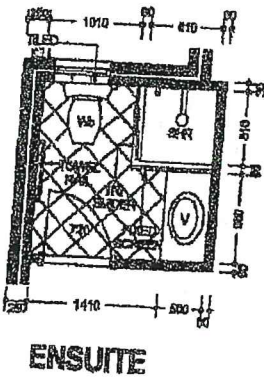
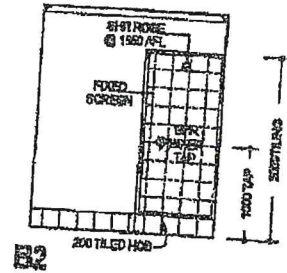
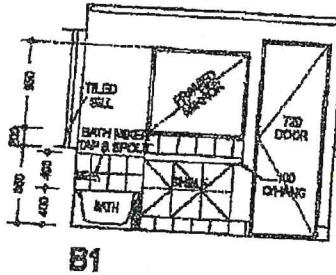
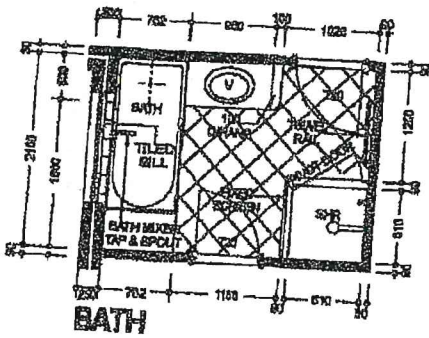
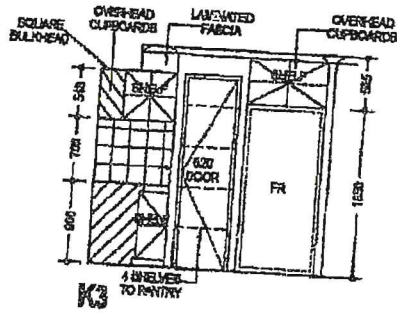
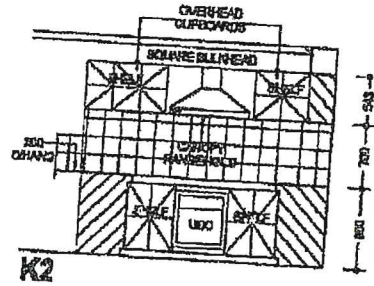
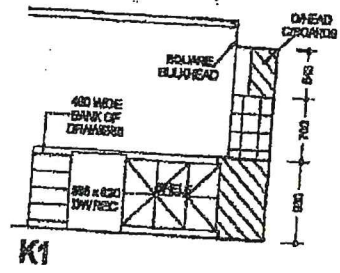
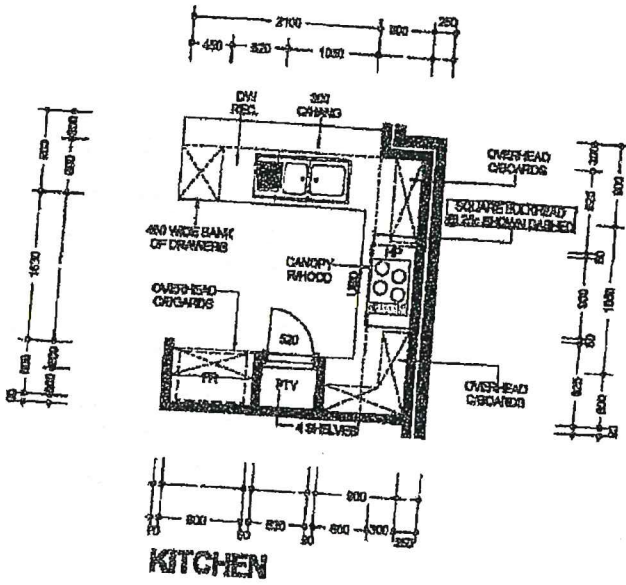


Typical section



<p>REVISIONS</p> <p>NO. 1</p> <p>DATE</p> <p>BY</p> <p>REASON</p>		<p>DESIGNER</p> <p>NAME</p> <p>DATE</p>		<p>CHECKER</p> <p>NAME</p> <p>DATE</p>		<p>SCALE</p> <p>1:20</p>	
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[Handwritten signatures]



PRIME PROJECTS
 PRIME PROJECTS CONSTRUCTION PTY. LTD.
 7 Montrose Way MALAGA
 WESTERN AUSTRALIA 6060

NOTES
 ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE TO FACE UNLESS NOTED OTHERWISE.
 ALL FINISHES AND MATERIALS TO BE SUPPLIED BY THE CONTRACTOR UNLESS NOTED OTHERWISE.
 ALL WORK TO BE COMPLETED IN ACCORDANCE WITH THE NATIONAL BUILDING REGULATIONS AND ALL APPLICABLE STANDARDS.

REV	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	12/12/2018
2	ISSUED FOR PERMIT	12/12/2018
3	ISSUED FOR PERMIT	12/12/2018

OWNER	DATE	NO.

ADDENDA TO SPECIFICATION (5 pages)

Job Number:

Lot Address:

Owner:

House Type:

Contract Administrator:

Email Address:

External Scheme:

Internal Scheme:

SEALING/CAPING

RETAINING WALLS

CONCRETE

As per engineers footing detail

BRICK WORK

FACE BRICKS

MORTAR JOINTS

Colour: Cream

PENNER

Refer to external colour schedule and plans

INTERNAL CAVITY BRICK

METALWORK

DOOR JOINERY

Paint Grade

ALUMINIUM WINDOWS & SLIDING DOOR

WINDOW GLAZING BATHROOM / ENCLITE / WC

ENCLITE (if Applicable)

ROOF CONSTRUCTION

As per Working Drawings

ROOF COVER

CEILING

Ceiling Heights as shown on plans

Owner initials: *[Signature]*

MOULDINGS		All Mouldings as per plan	
	Cepping: As per plan where applicable		▼
	Nosing: As per plan where applicable		▼
	Skirting Type: As per plan where applicable		▼
EXTERNAL DOORS		All External Doors to be Paint Grade	
ENTRY DOOR			
SHOPPER DOOR	Type: Madaley		▼
INTERNAL DOORS	Type: Tempered Hardboard		▼
REAR GARAGE DOOR (If Applicable)	Type: Redcoat		▼
	Type: Tempered Hardboard		▼
FIXING HARDWARE			
ENTRY DOOR FURNITURE			
	Type: Gainsborough Villa		▼
	Deadlock: 850 Single Cylinder		▼
	Colour: Satin Chrome		▼
SHOPPER/GARAGE DOOR FURNITURE (If Applicable)			
	Type: Gainsborough Villa		▼
	Deadlock: 850 Single Cylinder		▼
	Colour: Satin Chrome		▼
INTERNAL DOOR FURNITURE			
	Type: Instyle Lever		▼
	Colour: Satin Chrome		▼
INTERNAL SLIDING DOOR FURNITURE (If Applicable)			
	Flush Pulls: Satin Chrome		▼
Note: Privacy sets to Master Bedroom, Ensuite, Bathroom, W.C and Powder (If applicable)			
PLUMBING			
FIXTURE HARDWARE			
KITCHEN			
	Type: Brewers Project		▼
	Colour: Chrome		▼
ENSUITE			
	Type: Brewers Project		▼
	Colour: Chrome		▼
BATHROOM			
	Colour: Brewers Project		▼
	Colour: Chrome		▼
LAUNDRY			
	Type: Brewers Project		▼
	Colour: Chrome		▼
TOILET			
	Type: Caroma Cosmo Smart Flush Suite		▼
	Colour: White		▼
ENSUITE / POWDER TOILET			
	Type: Caroma Cosmo Smart Flush Suite		▼
	Colour: White		▼

Builders Initials *W*

Owner initials *GS*

GAS BAYONET POINT		Gas Points: 1	
STORMWATER DISPOSAL		Included	
DISHWASHER RECESS PLUMBING		Cold Only	
FINISHES			
KITCHEN SELECTION			
SINK		Type: Radiant R175 1200 (134 bowl) 1TH	Colour: Stainless Steel
FRIDGE SELECTION		Type: Verona 1TH	Colour: White
TOWEL RAIL/TOILET ROLL HOLDER		Type: Star	Colour: Chrome
BATHROOM SELECTION			
BATH		Type: Verona 1TH	Colour: White
BATH		Type: Corona Madison Acrylic (1525mm)	Colour: White
TOWEL RAIL		Type: Star	Colour: Chrome
LAUNDRY SELECTION			
TROUGH		Trough type: Vogue Solo Trough and Cabinet with Subserv	Colour: White
WIP SELECTION			
WIP		Type: As per plan where applicable	Colour: White
TOILET ROLL HOLDER		Type: Star	Colour: Chrome
APPLIANCES			
HOT PLATE		Model: Euromaid WMS05 600mm	Colour: Stainless Steel
UNDER BENCH OVEN		Model: Euromaid BS6 600mm	Colour: Stainless Steel
HOT WATER UNIT		Model: Rinnai B24N50	
DISHWASHER		Model: Euromaid 600mm	Colour: Stainless Steel
RANGEROOD		Model: Euromaid AAS2SE2 900mm	Colour: Stainless Steel

Owner Initials: *[Signature]*

ELECTRICAL	All Electrical work as shown on Electrical Plan	
LIGHT FITTINGS	Internal: Type: 240V Down lights Colour: White External: Type: Bunker Colour: White Tv Antenna: Included	▼ ▼ ▼ ▼ ▼
CUPBOARDS SHELVING	All cupboards & tops as per tile colour selection sheet	
	Selection: Vanilla	▼
CERAMIC TILES	Company: Crosby Tiles Selection: Vanilla	▼ ▼
SHOWER SCREENS & MIRRORS		
ENSUITE SELECTION	Type: As per plan Glazing: Clear Frame Colour: Polished Silver	▼ ▼ ▼
MIRROR	Type: Framed Frame Colour: Polished Silver	▼ ▼
BATHROOM SELECTION	Type: As per plan Glazing: Clear Frame Colour: Polished Silver	▼ ▼ ▼
MIRROR	Type: Framed Frame Colour: Polished Silver	▼ ▼
PAINTING	Internal & External: Included	
FLOORCOVERING	Type: Vanilla	▼
WINDOW TREATMENTS	Type: Aluminium S403	▼
INSULATION	Type: R 3.0 Blown-In	▼
PAVING	Manufacturer: Brikmakers Type: Vistapave Main Colour: Silver	▼ ▼ ▼
GRAND	Type: Non slip Colour: Standard Grey	▼ ▼
FENCING ROUNDRY	By Builder/ By Developer Type: By developer Fencing Colour: By developer Gate: By Builder	▼ ▼ ▼ ▼
CLOTHESLINE	Included	▼

Builders Initials *[Signature]*

Owner Initials *[Signature]*

LANDSCAPING

Front: By Developer
Rear: By builder

AIR CONDITIONING

Air Conditioner: Split System

GARAGE DOOR

Type: Sectional Door
Profile: Paradmasta Contemporary
Colour: Classic Cream
Operation: Auto (2 x Handsets)

Owners Signature:

Date:

[Signature]

22.8.12

Owners Signature:

Date:

[Signature]

22.8.12

Builders Signature:

Date:

[Signature]

6.9.12

Owner initials... *[Signature]*

OWNER:

BUILDER:

PRIME PROJECTS CONSTRUCTION PTY LTD

CONSTRUCTION AT:

LOT 8010 INTERLAKEN LOOP ELLENBROOK

JOB NUMBER:

EXTERNAL COLOUR SCHEME

GLOSS ENAMEL	
ENTRY DOOR	Crocodile 2767
GUTTERS	Crocodile 2767
FASCIA	Crocodile 2767
RAINWATER PIPES	On Render: TO MATCH RENDER On Brick Work: C/B Col. Classic Cream
FLAT ACRYLIC	
EAVES	White
GABLE LINING	N/A
GABLE BATTENS	N/A
RENDER	Solvent Scroll Ivory 2752
CONTRAST RENDER	Solvent Crocodile 2767

TIMBER COLOUR	
BARGES	N/A
SCRIBE	N/A
VERANDAH BEAMS	N/A
VERANDAH POSTS	N/A

*Stain and varnish coats do not withstand harsh weather conditions particularly in exposed areas. No guarantee is offered by the builder for its durability when installation time exceeds 12 months.





*The application of white or light coloured enamel internally on doors, frames and mouldings may result in premature yellowing. Therefore, no guarantee is offered by the builder or supplier.

Client initials..... 

PRIME PROJECTS

VANILLA CONCEPT SELECTION

Lot 8010 Interlaken Loop Ellenbrook

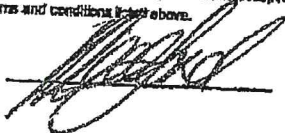
		BATHROOM & ENSUITE & POWER ROOM IF APPLICABLE		Grout	Border Location
WALL TILE	VG01 Plain Gloss White			#1	Border to be positioned over the vanity & to be a vertical strip 1 tile in on shower wall with no taps 
Wall Border	200 x 200 Lanka VT87031 Flute Almond			#1	
FLOOR TILE	Cinnamon				
Soap Holder	Style RD-84 Size 195x98		Colour White		
Vanity Top	Brand Formica Col Streslight		Fin Velour		
Vanity Facing	Brand Lamlnax Col Oyster Linea		Fin Nat No 289		
TOILET					
WALL TILE	VG01 Plain Gloss White			#1	Border top row 
Wall Border	200 x 200 Lanka VT87031 Flute Almond			#1	
FLOOR TILE	Cinnamon				Lines on tile to be Horizontal
	Pan Colour White		Charm & Seat Colour White		
LAUNDRY					
WALL TILE	VG01 Plain Gloss White			#1	Border top row 
Wall Border	200 x 200 Lanka VT87031 Flute Almond			#1	
FLOOR TILE	Cinnamon				Lines on tile to be Horizontal
KITCHEN					
WALL TILE	Energy Sun White Gloss 400 x 200			#1	Stack bonded 
Wall Border	Energy Sun White Gloss 400 x 200				
Bench Top	Brand Lamlnax Col Abyaskian		Fin Nat No. 270		
Cupboard Facing	Brand Formica Col Velveteen		Fin Velour		
Backboard	Brand Formica Col Decometal		Fin Brushed Pewter		
COMPUTER NOOK (If Applicable)					
Bench Top	Brand Formica Col Velveteen		Fin Velour		
Draw Facing	Brand Formica Col Velveteen		Fin Velour		
DINNING AND LIVING AREAS					
FLOOR TILE	Cirrus Parchment 333 x 333			#66 Alabaster	
VENETIANS	Aluminium S403				
CARPET	1817 Murray				

Terms & Conditions

Selection: This form is not an order and represents your colour selection only. No goods are set aside until your builders order is received.
 Availability: Availability of your selection cannot be guaranteed.
 Colour Variations: All colours selected are from samples only and are subject to shade variation.
 Grout Re-Selection/Variations: Can only be made after obtaining specific authorization from your builder who may charge a reselection fee.

I accept any extra charges for laying tiles outside my builders allowed tile size, laying patterns and other than square or laying separate bordered areas.
 I have checked the above selection and verify it as being correct and accept the extra charges priced above.
 I have read and accept the terms and conditions listed above.

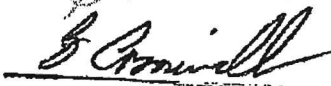
Builders Signature



Owners Signature



Owners Signature



Annexure C

Design Guidelines & Restrictive Covenants



Lot 8010 INTERGREEN LOOP

ELL ENBROOK WA 6169

The Seller and the Buyer acknowledge that the property is a:

- Greenway
- Contempo
- Dress Circle
- Traditional
- Cottage
- Dual Frontage Cottage
- Landmark
- Wetland Landmark
- Wetland Landmark Prime Location
- Other

lot for the purpose of the contract.

This document has been developed for Ellenbrook Management Pty Ltd by LWP Property Group Pty Ltd as a strategy for ensuring that Malvern Springs presents a high quality appearance in its built form, landscaping and overall streetscape.

The Vision

Welcome to Malvern Springs – Ellenbrook's newest village.

When we started planning Malvern Springs, we got to thinking about the fast pace of modern life and the need for a calmer home environment, cleaner air and a healthier lifestyle.

We've designed a place that fosters a sense of well being. A place where you know your neighbours and where local flora and fauna can flourish. A place where you can live smarter, in homes designed with sensitivity to the natural environment.

At Malvern Springs, you can rest assured that the long-term value of your home will be protected over time, through the introduction of some commonsense Covenants and Design Guidelines. These guidelines help to create attractive streetscapes and give you comfort that your neighbours will also build a high quality residence.

The Guidelines and Covenants have been developed for Ellenbrook Management Pty Ltd by LWP Property Group Pty Ltd (LWP)

They have been developed with everyone's best interest in mind – the environment, the community and you.

Annexure C

Design Guidelines & Restrictive Covenants

1 INTRODUCTION

All Buyers must comply with the conditions set out in this Annexure 'A'. Annexure 'A' will include the Design Guidelines and the Restrictive Covenants.

The "Design Guidelines" define the criteria the seller will use in order to assess building plans for design approval.

The "Restrictive Covenants" (Annexure A) are the various restrictions placed on the title for the benefit of all landowners within Malvern Springs. The "Building Requirements & Special Conditions" (Annexure B) are the criteria the Seller uses to implement building time restrictions and other special conditions relating to the re-sale of lots.

1.1. Buyers Must Comply

Buyers must comply with the Special Conditions of Sale outlined in this Annexure 'A', as amended or varied at any time by the Seller.

The Buyer warrants and undertakes that any building and other improvements shall be constructed on the Property in accordance with:

- (a) The Design Guidelines; and
- (b) Plans and specifications firstly approved in writing by LWP Property Group Pty Ltd; and
- (c) The additional provisions in this Annexure 'A'.

1.2. Receipt of Guidelines

The Buyer acknowledges that they are in receipt of a copy of the Design Guidelines.

2 APPROVAL PROCESS

2.1. LWP Design Approval

Before you lodge your new home plans with Council, (City of Swan,) you are required to obtain Design Approval from LWP, who act on behalf of Ellenbrook Management Pty Ltd.

The LWP Design Approval process is as follows:

1. Make sure your home designer is familiar with the elements of the Design Guidelines and that the design meets these requirements.
2. Submit two A3 copies of site plans, floor plans, sections and elevations, a completed Sustainability Checklist and a Schedule of External Materials to LWP.
3. LWP will check that your home design and siting complies with the Design Guidelines.
4. Await comments and / or approval from LWP. (A response is generally provided within seven working days.)
5. Proceed to seek the relevant approval from the City of Swan.

LWP does not warrant that the City of Swan will approve or refuse any particular house plan, even if it satisfies the Design Guidelines for Malvern Springs.

There is no charge to obtain LWP's approval.

2.2. Approval from the City of Swan

The following provides an outline of the process for obtaining approval from the City of Swan.

- * Upon receipt of your LWP Design Approval, submit the relevant application to the City of Swan.
- * For a single dwelling, submit a Building Licence Application.
- * For multiple dwellings on one lot, submit a Development Application and once you have the Development Application Approval, follow with a Building Licence Application.
- * You, as the homeowner will be responsible for any fees payable to the City of Swan.



3.9. Materials for External Walls

A "layered" look is required for walls that are visible from the street or public places. The following external finishes are permitted.

Predominant Finish - Rendered, Rendered and painted, bagged and painted, texture coated, painted, concrete tilt panel, rammed earth, face brickwork*, two course limestone blocks.

Highlight Material - weatherboard or weatherboard - look products, custom orb cladding, stone or "Archistone" cladding, rammed earth, feature rendered panels, stained or painted timber.

**if you choose to complete your external walls in face brick, you must include at least one "highlight" or "feature" material from the following selection -*

- weatherboard, weatherboard - look products, stone, rammed earth, rendered brickwork.

If your home is located within a special precinct, additional conditions relating to external materials may apply. Refer to Section 4 of this document for more information.

3.10. External Wall Colours

A muted "earthy" colour palette is required for walls that are visible from the street or public places. Overly bright, or primary colours will not be approved.

Approval of colours will be completed at the absolute discretion of LWP.

3.11. Walls on Zero Lot Lines

Walls on zero lot lines shall not protrude past the height of the gutter or extend forward of the building line.

3.12. Roofscape

It is preferred that roofs be of a traditional pitched form. The minimum roof pitch for traditional roof forms is 24°. Skillion roof forms may be considered, where appropriate. Curved roof forms are not permitted.

The following additional roof design details are encouraged -

- Shade elements such as pergolas and awnings
- Gables to porches
- Exposed rafters

3.12.1 Roof materials and colours

Only the following roofing materials are permitted:

- Corrugated metal (e.g "Colorbond" roofing materials.)
- Zincolume
- Flat / shingle style profile roof tiles.

Black, very dark or very bright roofing colours are not permitted.

Curved profile, for example "Swiss" or "Alpine" profile tiled roofs will not be considered.

Accepted Colorbond colours - Bushland, Classic Cream, Dune, Ironstone, Evening Haze, Monument, Jasper, Pale Eucalypt, Paperbark, Sandbank, Shale Grey, Surfist, Windspray, Woodland Grey.

If your home is located within a special precinct, additional conditions relating to roof colours and materials may apply. Refer to Section 4 of this document for more information.

3.12.2 Eaves

Continuous eaves (at a minimum depth of 450mm, including the width of the gutter) are required.

Eaves may be excluded on garages or where zero lot construction occurs. Minor incursions under eaves are permitted provided there is no opening such as a window or sliding door. Consideration may be given where the opening is to a non-habitable room such as a Laundry, Bathroom or WC.

3.12.3 Service elements

All pipes, wires, clothes drying areas, water storage tanks, hot water units, air-conditioners etc must be concealed from public view. Antennas must be located within the roof space of your home.

The colour of air conditioners, evaporative coolers and solar hot water systems must match the colour of the main roof.

3.12.4 Telecommunication and entertainment services

Malvern Springs will be developed as a Telstra Smart Community" which presents the opportunity for homeowners to take advantage of advanced telecommunication and entertainment services. A copy of the specifications required for your builder is included within your contract package. This will eliminate the need for TV antennas and satellite dishes.

If TV antennas are installed they must be located within the roof space of your home or concealed from public view. Satellite dishes must be approved in writing by LWP prior to installation and must not be visible from the street. Please note that additional approval from the City of Swan may be required, depending on the size of the proposed antenna.

3.13 Vehicle Accommodation and Storage

3.13.1 Vehicle accommodation – front loading homesites

Garages or carports should be treated carefully and should not be positioned in front of the bulk of the street elevation by more than one metre. The garage must be incorporated into the design of the dwelling and should preferably be set-back behind the front elevation. Porticos, porches or entry elements may also be an appropriate way to lessen the impact of the garage on the overall streetscape.

Triple garages will require special attention. If you are considering a third garage you will need to ensure that the third garage component is set back from the double garage to lessen its impact on the street.

A rear garage door through to the backyard is suggested for storing boats and trailers out of view from public places.

If a freestanding garage or carport is proposed, the design and presentation of the roof and walls must be complementary to that of the main home.

The design of the garage door should also be considered. Timber and "timber look" garage doors can be a good option to soften the look of the garage, as is using two single garage doors, separated by a pier, instead of one, double-width garage door.

3.13.2 Vehicle accommodation – rear loading / laneway homesites

For properties served by a rear laneway, vehicular access is required to be off the rear laneway with vehicular access not permitted from a front or secondary street. Vehicular access must be in accordance with an approved Detailed Structure Plan (DSP.)

The Seller agrees to provide adequate space (1.5x1m) in the rear lane wall construction for a Bin Pad. The Buyer agrees to create the said Bin Pad in the same material and colour to match that of the driveway of the said lot (ie. Brick paving for driveway) 409

When submitting plans to Ellenbrook Management Pty Ltd for approval, this must be included or approval of plans may be delayed.

3.13.3 Storage

Each home is encouraged to include a minimum of one of the following storage options -

- 4m² of storage space under the main roof or garage
- An outbuilding or shed with an area of 4m² or greater.

3.14 Outbuildings (Detached Sheds, Tool Stores etc.)

The design appearance and external colour and material of outbuildings less than 20m² must be completed in an appearance that is compatible with the main dwelling.

All out buildings exceeding 20m² shall be constructed in the same materials and colours as the main dwelling.

The City of Swan may have additional requirements relating to Outbuildings at your home. Please refer to the City of Swan for more information.

3.15 Driveways

Driveways and footpath crossovers must be constructed prior to occupancy of the home and must be finished in grey / charcoal tones.

Plain, uncoloured finishes are not permitted. Driveways must be completed in one of the following finishes -

- Brick or concrete pavers in grey / charcoal colours
- Stencilled or stamped concrete finishes in grey / charcoal colours
- 'Pebblecrete' or similar products in grey / charcoal tones

Crossovers are to be constructed in accordance with the City of Swan specifications. Please refer to the City of Swan for more details.

If your home is located within a special precinct, additional requirements relating to the treatment of your driveway may apply. Please refer to Section 4 of this document for more information.

3.16 Fencing and Retaining Walls

Upon completion of your home, LWP will provide, at the cost of the seller, side, laneway and rear

fencing will extend up to the front building line. You will be responsible for installing the return panels of the fencing, which are the segments of the fence between the side boundary fence and your home plus a 90mm Stormwater conduit under the driveway for future reticulation. Side returns panels must be erected prior to the installation of your front garden package. You are also responsible for any side gates you might require.

Any fencing, retaining walls provided and installed by LWP must not be removed, painted or altered in any way.

To ensure a smooth construction process, please contact LWP six weeks prior to the completion of your home to initiate the commencement of your fence and walling construction.

3.16.1 Front boundary fencing and courtyard walls

Front fencing (i.e. fencing that is forward of the building line) is not permitted unless in the opinion of LWP special conditions exist. In such cases, front fencing will not be permitted unless first approved by LWP.

3.16.2 Fencing to corner lots

For corner lots, LWP will provide a masonry wall to the Secondary street elevation.

3.17 Site Levels and Retaining Walls

To maintain views and avoid overlooking issues, additional retaining on existing retained boundaries is not permitted. Existing site levels shall not be altered by more than 200mm.

3.18 Landscaping

3.18.1 Eco-Logical - Front Garden Packages

"Eco-logical" is a unique garden and landscaping concept. It is a merging of Western Australian plants and contemporary design. Malvern Springs is located right next to the pristine conservation area of the Lexia Wetlands, which makes it an extraordinarily beautiful location to live, but it's also an ecologically delicate environment.

LWP and their team of specialist consultants have mapped the hundreds of local plant species that live in this neighbourhood (and discovered some new ones along the way). Some of these plants are unique to the Ellenbrook region. We've collected seeds and cuttings from this area to grow plants that may be used in your new front garden, which

Unless otherwise stipulated in your contract, LWP will supply and install eco-logical front gardens for every new home at Malvern Springs, free of charge. To ensure a smooth installation process, you will need to contact LWP's nominated landscape contractor approximately six weeks prior to the completion of your home to book in a time for installation. Landscaping will only be installed once you have completed return fencing panels and/or side gates, your driveway, crossover and you've formally agreed the proposal design with the landscape designer. You will also need to provide a 90mm diameter stormwater pipe under your driveway to allow for irrigation installation. Please refer to LWP's Landscape Manager for more information.

Our designer will work with you to create a landscape package for your front garden. It will support the local surroundings and contribute to a healthier lifestyle for you, your family, our community and, importantly, your planet. These are the key features:

- Leading edge design
- Local focussed
- The option to include a small amount of lawn
- Low maintenance and low water use
- Low water use through the incorporation of waterwise irrigation design.

4 SPECIAL PRECINCTS

To reflect the prestige of our Dress Circle, Greenway, Contempo, Landmark, Wetland Landmark (including prime locations) and Dual Frontage Cottage homesites, we have included the following special conditions for roof forms and external wall finishes.

4.1. Special Design Guidelines for Dress Circle Homes

Dress Circle Homes are required to comply with all aspects of the Design Guidelines, but have special conditions relating to Roofs and Driveways.

4.1.1 Dress Circle Roof Colours

Only the following Colorbond colours are permitted -

Surfmist, Shale Grey, Evening Haze, Monument, Windspray, Paperbark, Bushland, Dune, Woodland Grey, Ironstone.

Roof tile colours shall be selected from grey tones only.

Zincalume is not permitted.

4.1.2 Dress Circle Driveways

All driveways shall be completed in grey / charcoal coloured materials such as unit pavers, urbanstone, pebblecrete etc. Plain, uncoloured concrete will not be permitted.

4.2 Special Design Guidelines for Greenway Homes

Greenway Homes are required to comply with all aspects of the Design Guidelines but have special conditions relating to External Walls, Roofs and Driveways.

4.2.1 Greenway External Walls

For walls that are visible from the street or public places, the following external finishes are permitted -

Predominant Finish - Rendered, Rendered and Painted, Bagged and Painted, Texture-coated, Painted concrete tilt panel.

Optional Highlight Material - weatherboard or weather board look products, rammed earth.

Please note that face brick of any nature is not permitted on external walls that are visible from the street or public places.

4.2.2 Greenway Roof Materials

Roofs are to be finished in metal sheeting / Colorbond roof sheeting in nominated colours only. Tiled roofs will not be considered. Zincalume is not permitted.

4.2.3 Greenway Roof Colours

The following Colorbond colours are permitted -

Surfmist, Shale Grey, Evening Haze, Monument, Windspray, Paperbark, Bushland, Dune, Woodland Grey, Ironstone.

Other colours will not be considered.

4.2.4 Greenway Driveways

All driveways shall be completed in grey / charcoal coloured materials such as unit pavers, urbanstone, pebblecrete etc. Plain, uncoloured concrete will not be permitted.

4.3 Special Design Guidelines for Contempo Homes

Contempo Homes are required to comply with all aspects of the Design Guidelines but have special conditions relating to roofs.

4.3.1 Contempo Roof Materials and Roof forms

Roofs on Contempo homes must be completed in Zincalume or metal sheeting / Colorbond roofing materials. Tiled roofs will not be considered.

A skillion roof form is strongly encouraged for all Contempo homes, however traditional pitched forms are also permitted.

Contempo Roof Colours

Permitted Colorbond colours are as per the general Malvern Springs colours, i.e - Bushland, Classic Cream, Dune, Ironstone, Jasper, Pale Eucalypt, Paperbark, Sandbank, Shale Grey, Surfmist, Windspray, Woodland Grey.

4.4 Special Design Guidelines for Landmark Homes

Landmark Homes are required to comply with all aspects of the Design Guidelines but have special conditions relating to External Walls, Roofs, Front Porches and Driveways.

4.4.1 Landmark External Walls

For walls that are visible from the street or public places, the following external finishes are permitted -

Predominant Finish - Rendered, Rendered and Painted, Bagged and Painted, Texture-coated, Painted concrete tilt panel.

Optional Highlight Material - weatherboard or weather board look products, rammed earth or face brick (to maximum 20% of elevation). *Note: Cream coloured face brick is not permitted as a highlight material.*

Please note that all homes must incorporate at least one highlight material to the front elevation. A feature render panel on an otherwise rendered home painted in a contrasting colour will not be considered as a highlight material.

4.4.2 Landmark Front Porches

All homes at Malvern Springs must include a front porch.

This will allow you to have a lovely outdoor space at the front of your home where you can relax and chat to your neighbours. The inclusion of front porches and the resulting increased activity can also help to promote safer streets.

The porch must have a minimum internal dimension of 1.5m x 2.5m and should be located so that it is out of the way of direct access to the front door. This will allow enough space for furniture, making it a more functional area.

A separate roof or gable to the porch is required to add interest and create an entry statement for the home.

4.4.3 Landmark Roof Materials

Roofs are to be finished in metal sheeting / Colorbond roof sheeting in nominated colours only. Tiled roofs will not be considered. Zinalume is not permitted.

4.4.4 Landmark Roof Colours

The following Colorbond colours are permitted -

- Surfist, Shale Grey, Evening Haze, Monument, Windspray, Paperbark, Bushland, Dune, Woodland Grey, Ironstone.

Other colours will not be considered.

4.4.5 Landmark Driveways

All driveways shall be completed in grey / charcoal coloured materials such as unit pavers, urbanstone, pebblecrete etc. Plain, uncoloured concrete will not be permitted.

4.5 Special Design Guidelines for Wetland Landmark Homes

Wetland Landmark Homes are required to comply with all aspects of the Design Guidelines but have special conditions relating to External Walls, Roofs, Front Porches, Corner Homesites, Driveways and Prime Locations.

4.5.1 Wetland Landmark External Walls

For walls that are visible from the street or public places, the following external finishes are permitted -

Predominant Finish - Rendered, Rendered and Painted, Bagged and Painted, Texture-coated.

Optional Highlight Material - weatherboard or weather board look products, rammed earth or face brick (to maximum 20% of elevation). **Notes: Cream coloured face brick is not permitted as a highlight material.**

Please note that all homes must incorporate at least one highlight material to the front elevation. A feature render panel on an otherwise rendered home painted in a contrasting colour will not be considered as a highlight material.

4.5.2 Wetland Landmark Front Porches

All homes at Malvern Springs must include a front porch.

This will allow you to have a lovely outdoor space at the front of your home where you can relax and chat to your neighbours. The inclusion of front porches and the resulting increased activity can also help to promote safer streets.

The porch must have a minimum internal dimension of 1.5m x 2.5m and should be located so that it is out of the way of direct access to the front door. This will allow enough space for furniture, making it a more functional area.

A separate roof or gable to the porch is required to add interest and create an entry statement for the home.

4.5.3 Wetland Landmark Roof Materials

Roofs are to be finished in metal sheeting / Colorbond roof sheeting in nominated colours only. Tiled roofs will not be considered. Zinalume is not permitted.

4.5.4 Wetland Landmark Roof Colours

The following Colorbond colours are permitted -

- Surfist, Shale Grey, Evening Haze, Monument, Windspray, Paperbark, Bushland, Dune, Woodland Grey, Ironstone.

Other colours will not be considered.

4.5.5 Wetland Landmark Corner Lots

Homes on landmark corner lots must be designed to address both streets. This must be achieved through the inclusion of elements such as bay windows and / or return verandahs. Highlight windows to secondary elevations will not be considered an adequate solution for landmark sites. Care should be taken to present a corner elevation that is consistent with the front

5 SUSTAINABLE LIVING

LWP is committed to best practice and leadership in its ongoing progress towards sustainable communities. Broadly, sustainability can be defined as "meeting the needs of the present without compromising the ability of future generations to meet their own needs".

In the interest of sustainability, all homes within Malvern Springs should aim to reduce energy and water usage whilst contributing positively to the community.

Together with our team of specialist consultants, we have developed a "Sustainability Checklist" which is contained in your sales contract as "Annexure G."

Your home must be designed to comply with the conditions of Annexure G.

For your convenience, we have included a copy of our Sustainability Checklist at the end of this document.



Annexure D

Building Requirements & Special Conditions



1. Definitions

Under these Conditions, unless the contrary intention appears:

- (i) "Construction Period" means the period starting on the date settlement is effected under this Contract and expiring two (2) years thereafter.
- (ii) "Design Guidelines" means the Design Guidelines outlined in this Contract.
- (iii) "Manager" means Ellenbrook Management Pty Ltd
- (iv) "Plan of Subdivision" means the plan of subdivision on which the Property is shown as a subdivided lot.
- (v) "Practical Commencement" means the obtaining of all necessary approvals required from all authorities to enable and permit construction of the Residence and completion to the satisfaction of the Manager to wall plate height in conformity with the approved plans and specifications approved by the Manager and the City of Swan.
- (vi) "Purchase Price" means the price paid by the Buyer to the Seller to purchase the Property pursuant to this Contract.
- (vii) "Residence" means a private dwelling house to be constructed in accordance with plans and specifications first approved in writing by the Manager (which approval shall not be unreasonably withheld) and the City of Swan complying with Design Guidelines and the requirements of this Contract and to be constructed on the Property.
- (viii) "Right of Repurchase" means the right (but not the obligation) of the Seller to purchase the Property pursuant to this part in the event of the Buyer not causing a Residence to be constructed on the Property

to the stage of Practical Commencement by the expiry of the Construction Period.

2. Practical Commencement of Residence within Two Years

The Buyer understands, acknowledges and agrees with the Seller that the Seller has a real and genuine interest in ensuring that the Buyer commences, and achieves, the construction of the Residence on the Property by the expiry of the Construction Period, for the benefit of all owners of all other lots on the Plan of Subdivision. The Buyer covenants with the Seller to commence and achieve construction on the Property of the Residence at least to the stage of Practical Commencement by the expiry of the Construction Period.

3. Sale of Property Prior to construction of Residence

The Buyer shall not sell or otherwise dispose of the Property while no Residence has been erected and completed thereon without first offering the same for sale to the Seller by notice in writing and allowing the Seller fourteen (14) days within which to accept such offer. In those circumstances any notice of acceptance given by the Seller shall be treated as an exercise of the Right of Repurchase under the provisions of Conditions 12 and 13, and the same terms and conditions of those conditions shall apply to the sale and purchase in all respects. If the Seller does not within a fourteen (14) day period exercise its Right of Repurchase, then the Buyer shall be free to sell the Property subject to the other provisions of this Contract.

4. No Sale Without Consent of Seller

The Buyer shall not sell or otherwise dispose of the Property or any interest therein while no Residence has been erected and completed thereon without the prior written consent of the Seller. The Seller may make it a condition of granting its consent to any sale, transfer or other disposal of the Property that the proposed Buyer, transferee or acquirer of the interest in the Property, first executed a deed of covenant in a form approved by the Seller's solicitors pursuant to which such person acknowledges and agrees to be bound by all the Buyer's covenants contained in this Annexure "A".

5. Transfer of Ownership or Control of Company

For the purpose of these Conditions, where the Buyer is a corporation (other

than a corporation the shares in which are listed on any stock exchange in Australia) any change in beneficial ownership of 20% or more in aggregate of the shares in that corporation shall be deemed to be a transfer of an interest in the Property requiring the Seller's consent. Such consent may be withheld in the discretion of the Seller. The Seller may make it a condition of granting its consent to any transfer of shares in the Buyer to which this clause refers, that the transferee of such shares first executes a deed of covenant in a form approved by the Seller's solicitors pursuant to which such transferee acknowledges and agrees to be bound by all the Buyer's covenants contained in this Annexure "B".

6. Manager May Act on Behalf of Seller

The Manager or any person appointed by the Manager may at any time exercise the Seller's rights under this Contract and do all acts and things which the Seller is required or empowered to do under this Contract.

7. Appointment of Attorney by Buyer

In the event that the Buyer is in default of any provision in the Contract, the Buyer irrevocably appoints jointly and severally the Seller and the Manager to be the true and lawful attorney for the Buyer in his name and on his behalf and as the act of the Buyer to do, execute, complete and perform all:

- (a) actions capable of being executed or performed in the name of the Buyer; and
- (b) instruments and documents to be executed by or on behalf of the Buyer and in particular any document or contract required pursuant to Conditions 11, 12 and 13 of this part.

8. Grant of Right of Repurchase

Upon transfer of title of the Property to the Buyer by the Seller the Buyer grants to the Seller the Right of Repurchase in fee simple free from any encumbrances for a price equal to the Purchase Price.

9. When Right of Repurchase Arises

The Seller may exercise its Right of Repurchase if:

 1 of 3

(ix) Not to erect a dwelling house with a floor area of less than 170 square metres (exclusive of carports, garages, verandahs and other enclosed areas), on any lot which is more than 800 square metres.

(x) For the purposes of sub-clauses (viii) and (ix), "lot" means any lot on which a residential dwelling may be erected including a proposed strata title lot and any lot created by the subdivision of the Land.

(b) The land subject to the burden of these covenants is the Land hereby transferred.

(c) The land having the benefit of these covenants are all the lots on the Plan of Subdivision of which the Land forms part.

(d) The covenants and restrictions herein contained or implied shall run with and bind the Land and shall ensure for the benefit of and be enforceable by each and every registered proprietor for the time being of any lot on the Plan of Subdivision.

The Restrictive Covenant shall expire and cease to have effect from and including the 31st day of December 2024.

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(a) Practical Commencement of the Residence is not effected by the expiry of the Construction Period; and

(b) the Seller gives notice to the Buyer that Practical Commencement has not been effected by the expiry of the Construction Period and the Seller requires the Buyer to effect Practical Commencement within 90 days of service of the notice; and

(c) Practical Commencement does not occur within 90 days from the service of such notice.

10. Exercise of Right of Repurchase

(a) The Seller may (but is not obliged) to exercise the Right of Repurchase by further notice in writing to the Buyer within fourteen (14) days after the expiration of the period of 90 days referred to in Condition 9 (c) of this part.

(b) Any notice to be given pursuant to this clause must be in writing and signed by the Seller or on behalf of the Seller by a director, company secretary or solicitor of the Seller and sent to the Buyer's address specified in the Contract either by ordinary prepaid post or personal delivery. In the case of ordinary pre-paid post, the notice shall be deemed to be given at the time 48 hours after the time of posting.

11. Non-Exercise of Right of Repurchase

The Seller acknowledges and agrees with the Buyer that the Seller will not exercise its Right of Repurchase if the Buyer has made, or can satisfy the Seller that the Buyer either has or is prepared to make, a bona fide attempt to comply with its obligations under this part to effect Practical Commencement of the Residence within a time which the Seller believes, in the circumstances, is reasonable.

12. Other Grounds for Exercise of Right of Repurchase

The Seller may exercise the Right of Repurchase at any time without prior notice by notice in writing to the Buyer if prior to Practical Commencement of the Residence:

(a) except for the purpose of amalgamation or reconstruction previously approved by the Seller, the Buyer, being a company enters into liquidation whether compulsory or voluntary;

(b) a receiver, a receiver and manager, or an agent in possession, is appointed in respect of any property of the Buyer;

(c) a mortgagee takes possession of any property of the Buyer;

(d) any execution or process is made against the Property or the property of the Buyer;

(e) the Buyer being a natural person commits an act of bankruptcy or is declared bankrupt.

13. Sale and Settlement - Right of Repurchase

Upon exercise of the Right of Repurchase by the Seller:

(a) the Buyer shall sell the Property and the Seller shall purchase the Property on the terms and conditions set out in the Contract for Sale of Land by Offer and Acceptance and the Joint Form of General Conditions for the Sale of Land 2011;

(b) the date of settlement shall be forty five (45) days after the date of exercise of the Right of Repurchase by the Seller;

(c) the amount payable on settlement shall be the Purchase Price less the Seller's costs (including legal costs) of and incidental to the exercise of the Right of Repurchase and completion of the purchase (including any stamp duty) which shall be payable by the Buyer on demand by the Seller or may be deducted by the Seller from the amount otherwise due by the Seller to the Buyer. The purchase price for the Property shall be equal to the amount paid by the Buyer to the Seller pursuant to the Contract notwithstanding that there are any improvements made or fixed to the Property which have been undertaken or erected thereon by the Buyer. The Buyer shall remain liable for the payment of all rates, taxes and other outgoings assessed or charged in relation to the Property for the whole of the financial year in which settlement of the repurchase occurs and there shall be no apportionment of rates, taxes and other outgoings to the Seller.

14. Alternative Sale by Seller of Property

In substitution for the rights reserved to the Seller pursuant to Condition 13 of this part, the Seller may in the name of the Buyer sell the Property by public sale and in that event the Seller is irrevocably authorised by the Buyer to act as the agent and attorney of the Buyer to effect a sale of the Property at the best price then obtainable and the said Buyer shall

be available from such sale subject to payment of all of the reasonable selling expenses incurred by the Seller.

15. Removal of Improvements

If the Seller exercises its Right of Repurchase in accordance with this Contract and there are any partially constructed improvements on the Property then the Seller may (in its absolute discretion) procure the removal of such improvements from the Property provided that all costs associated with such removal shall be borne by the Buyer.

16. Mortgage by Buyer

(a) The Buyer covenants with the Seller to disclose the existence of this part of the Contract and the building obligations to any mortgagee or chargee who is advancing funds to the Buyer to assist in the purchase of the Property or the construction of improvements on the Property and the Buyer acknowledges and agrees that any security given by the Buyer to any mortgagee or chargee shall be strictly subject to the prior rights reserved to the Seller pursuant to this part and the Seller's caveat shall rank as a first-ranking encumbrance against the Property.

(b) The Buyer shall not grant or attempt to grant any mortgage, charge or other security interest in the Property unless and until the proposed mortgagee, chargee or other interest holder first executes a deed of covenant in a form approved by the Seller's solicitors pursuant to which such person acknowledges the restrictions imposed upon the Buyer by these Conditions and agrees to be bound by such restrictions.

17. Charge of Property

The Buyer hereby agrees to charge and does hereby charge its interest in the Property as security for the performance of the Buyer's obligations under this part of the Contract and the Seller may lodge an absolute caveat against the title to the Property to protect the Seller's rights pursuant to this part provided that the Seller shall, when the Residence reaches Practical Commencement, provide to the Buyer a registrable withdrawal of such caveat.

18. Caveat - Mortgages

Any absolute caveat lodged by the Seller over the Property to protect its interests therein pursuant to the provisions of clause 3 of these Conditions shall

registered or to be registered against the Land provided that, subject to sub-clause 16(b), the Seller shall at the Buyer's request and at the Buyer's cost and expense in all respects withdraw any such caveat to permit the registration of a mortgage or mortgages, following which the Seller shall be entitled to re-lodge an absolute caveat over the Property for the purpose aforesaid at the Buyer's cost and expense in all respects.

19. Dividing Fences

- (a) The Buyer hereby covenants and agrees with the Seller that so long as the Seller remains registered as the proprietor of any land adjoining the boundaries of the Property, the Buyer and its successors in title to the Property shall not make any claim against the Seller for any contribution to the cost of erecting any dividing fences or walls pursuant to the provisions of the Dividing Fences Act 1961 and the Buyer shall indemnify the Seller against any such claim.
- (b) The Buyer agrees that the Seller shall be under no liability to the Buyer in respect of any claim or in respect of any claim made by any other person owning any lot adjoining the Property hereby sold irrespective of when any such claim arose or is made.
- (c) The provisions of this Condition may be pleaded as a bar by the Seller to any claim made or sought to be made by such Buyer.
- (d) The Buyer shall, when requested by the Seller, supply full details of costs incurred by the Buyer in the erection of any dividing fence on the boundary of the Property so the Seller can use information to satisfy enquiries of any other Buyer or prospective Buyer of any adjoining lot.

20. Encumbrances

- (a) The Property is sold subject to the following Encumbrances:
 - (i) all reservations and conditions (if any) contained in the Crown Grant to the Property or referred to in the Certificate of Title to the Property or which are reasonably apparent on visual inspection and all sewer mains (if any);
 - (ii) easements noted on the Plan of Subdivision;
 - (iii) the rights and interests of the Seller specified in the Contract;

(iv) the easements (if any) affecting the Property pursuant to sub clauses (b) and (c) hereof.

- (b) The Buyer acknowledges and agrees that if any portion of the Property is coloured pink on the attached plan that portion shall be subject to a Drainage and Access Easement registered or to be registered in favour of the City of Swan (a copy of which is available to the Buyer on request);
- (c) The Buyer acknowledges and agrees that if any portion of the Property is coloured orange on the attached plan that portion shall be subject to a Truncation Easement registered or to be registered in favour of the City of Swan (a copy of which is available to the Buyer on request);
- (d) The Buyer will execute such further instruments or deeds as are reasonably required by the City of Swan to give effect to the easements mentioned in sub-clauses 20(b) and (c) and in order to be bound by the terms, covenants and conditions contained therein.

21. The Buyer shall be solely responsible for and shall bear all costs of any re-survey of the Property from the date of acceptance of this Contract by the Seller.

22. No representation is made by the Seller as to the state or condition of the Property, which is sold as it is. The Property has been inspected by the Buyer and the Buyer shall for all purposes be deemed to have made a full and complete inspection of the same and to know thoroughly the state and condition of the same including retaining walls if any and shall be deemed to have purchased the Property in reliance upon the Buyer's own inspection and not in reliance on any advertisement, statement, description or representation made or given by the Seller or any person or agent or agents on its behalf.

23. The Buyer shall not apply to change the zoning of the Property or the permitted use there under.

24. If the Property is not a "lot" as defined in the Town Planning and Development Act 1928 the following conditions shall apply:

(a) This Contract is entered into subject to the approval of the Ministry for Planning in respect of the creation of the Property into a lot.

(b) The Seller shall ...

subdivision of the land of which the Property forms part and shall comply with all conditions imposed from time to time by the Ministry for Planning.

(c) The Buyer shall not lodge a caveat against the title to the Property or against the title to the land of which it forms part until a separate Certificate of Title for the Property is issued.

(d) The dimensions, areas and boundaries of the Property shall be those determined by the final subdivision or survey and satisfactory survey examination by the Office of Titles, Midland or a regional office of the Office of Titles.

(e) All dimensions, areas and boundaries shown at the Date of Contract are subject to confirmation and are approximate only.

(f) Either party may within seven (7) days after the duplicate Certificate of Title is issued withdraw from the Contract if the area or road frontage of the Property is greater or less than ten percent (10%) of the area or road frontage of the Property as shown at the Date of Contract.

(g) Except as provided in sub-paragraph (f) neither party shall be entitled to withdraw from the Contract by reason that the area or dimension of any of the proposed lots on the plan of subdivision as finally approved by the Inspector of Plans and Surveys varies from the area and dimensions of any lot as shown at the Date of Contract.

25. (a) Each clause, sub-clause and condition of the Contract shall be severable from each other clause, sub-clause and condition and the invalidity or unenforceability of any clause, sub-clause or condition for any reason shall not prejudice or in any way affect the validity or enforceability of any other clause, sub-clause or condition.

(b) Notwithstanding completion of the Contract the parties hereby expressly acknowledge and agree that to the extent that any of the provisions hereof are capable of being given effect to after completion then the provisions of the Contract shall not merge on completion and such provisions shall be given force and effect to in accordance with their tenor.

Annexure E Schedule of External Materials



LOT 8010, Ellenbrook WA 6069

NB: This form is to be completed in full and attached to building plans for prior approval by Ellenbrook Management Pty Ltd. Please send to Ellenbrook Management Pty Ltd, 34 Main Street Ellenbrook 6069

BUILDING OWNER INFORMATION

Name(s)			
Present Address			Postcode
Telephone No	(Home)	(Work)	
Email			

BUILDER INFORMATION

Company Name	Contact Person
Telephone No	Email Sales Person

DESIGN & MATERIALS INFORMATION

Estimated completion date for construction / / 200	Estimated Value \$
Gross Value Area	m ² (measured from outside walls and excluding garages, verandahs and storerooms)
House Precinct	<input type="checkbox"/> Traditional <input type="checkbox"/> Dual Frontage <input type="checkbox"/> Cottage <input type="checkbox"/> Dress Circle Cottage
Vehicle Accommodation	<input type="checkbox"/> Double Carport <input type="checkbox"/> Double Garage <input type="checkbox"/> Single Carport <input type="checkbox"/> Single Garage <input type="checkbox"/> Other
Number of Bedrooms	Number of Bathrooms
Roof	Manufacturer: Profile: Colour:
Walls	Type: Finish: Colour:
Windows	Type: Finish: Colour:
Paint Colours	Gutter/Facia: Make: Colour:
	Verandah Frame: Make: Colour:
	Other: Make: Colour:
Electrical Plan	<input type="checkbox"/> TV <input type="checkbox"/> Data <input type="checkbox"/> Phone GPO: Foxtel(Optional):
Paving (including driveway)	<input type="checkbox"/> Brick <input type="checkbox"/> Concrete <input type="checkbox"/> Other: Colour:
Hot Water Systems	<input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Solar Make:

OUTBUILDINGS

Tool Storage	<input type="checkbox"/> Yes <input type="checkbox"/> No Area: <input type="checkbox"/> Internal <input type="checkbox"/> Detached
Shed	<input type="checkbox"/> Yes <input type="checkbox"/> No Area: Type/Make:

In accordance with the conditions of the Contract of Sale and Covenant entered into with Ellenbrook Management Pty Ltd, I/we hereby agree to complete and lodge this Appendix "C" form to seek prior approval from Ellenbrook Management Pty Ltd for the design, type of materials and colour selection proposed to be used for the construction of the dwelling and outbuildings on the abovementioned Lot as set out above prior to the buyer lodging plans to the City of Swan for the issue of a building licence.

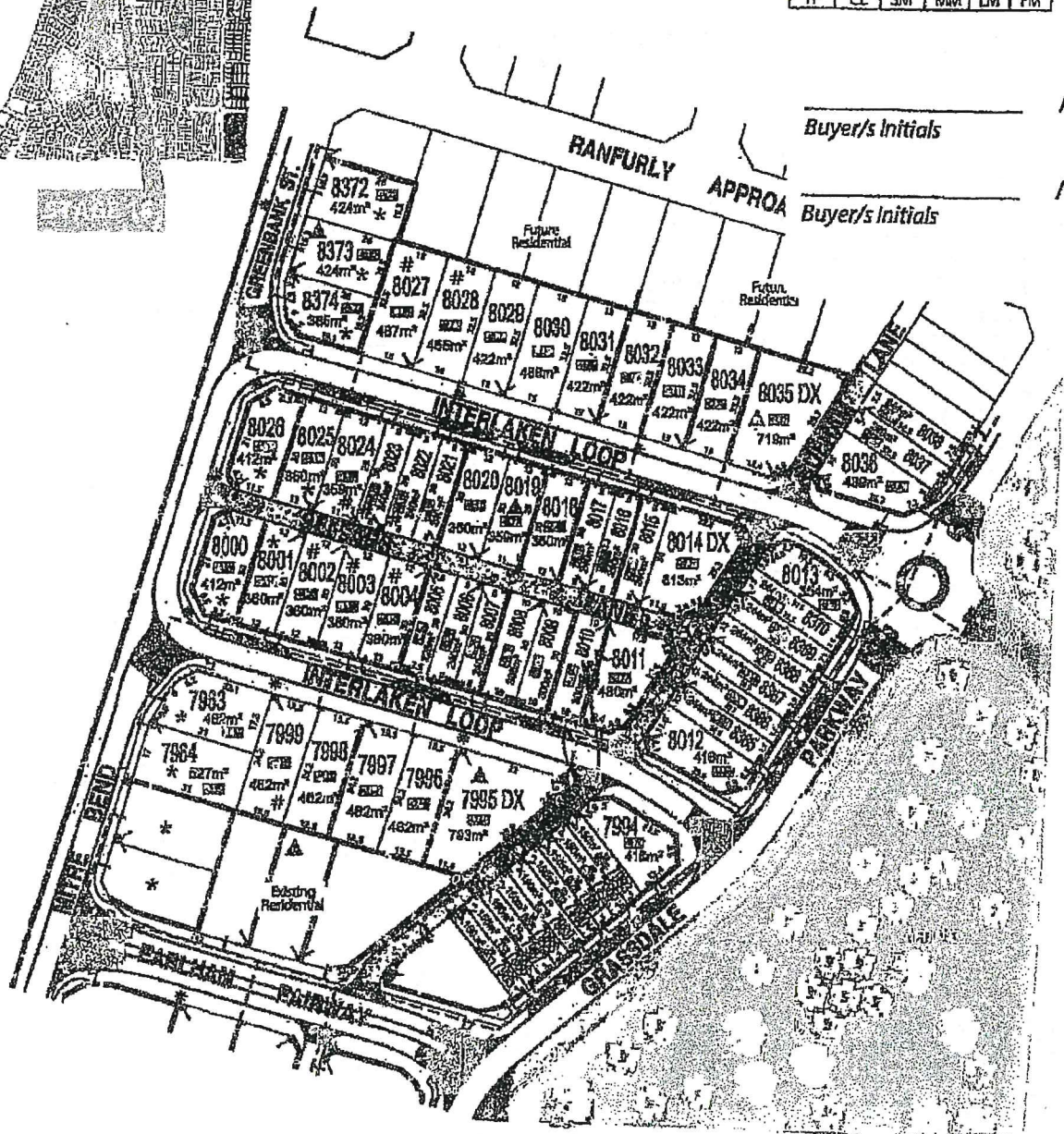
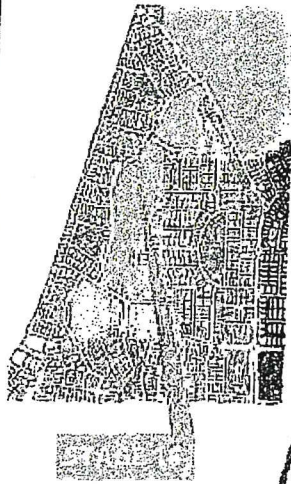
Annexure F

Malvern Springs Stage 16



PRELIMINARY NOTICE OF SALE

✓	✓	✓	✓	✓	✓
TP	CE	SM	MM	LM	PM










Buyer/s Initials

Buyer/s Initials

50 metres

All dimensions and areas are subject to survey. The particulars on this brochure are supplied for information only and should not be taken as a representation in any respect on the part of the vendor or its agent.

- Sewer Line 
- Footpath 
- Retaining Wall 
- Transformer Site (Atmospheric) 
- Electricity Dome (overhead system only) 
- Street Light (overhead system only) 

Department of Housing Rental Housing Programme 

Service Easements
Lots 7995, 7997, 7999, 7991, 7993, 8000, 8001, 8002, 8004, 8005, 8008, 8010, 8012, 8013, 8015, 8017, 8019, 8020, 8021, 8023, 8025, 8026, 8036, 8037, 8039, 8067 & 8068

Stage 16 Phase 1

Stage 16 Phase 2

Subject to quiet house design or ground & first floors 
Subject to rental house design 

[Handwritten signature]

Annexure G
Title Information



1. Issue of Title

The buyer is aware that title on the said lot has issued.

Note: Title details can be found on the Offer and Acceptance attached to this 'Contract Package'

[Handwritten signature]

Annexure H
Incentives



The Buyer is aware that no additional incentives other than those stated in Annexure A, apply to this contract.

A handwritten signature or mark consisting of several overlapping loops.

A handwritten mark or signature consisting of a few vertical strokes.

Annexure I
Sustainability Guidelines



LOT 8010, Ellenbrook WA 6069

1. BUILT FORM

A sustainable house is secure, reinforces social networks and is integrated with the community. It is also efficient in the use of water and energy resources, and minimises waste. A sustainable house is cost-efficient over time, comfortable, easy to maintain and complements its environment. The principles set out below will offer a guide to achieving the standards promoted for each dwelling. Assessment of the dwelling will be based upon environmental criteria; however buyers are encouraged to consider all aspects of sustainable development when designing your home.

Please tick appropriate boxes

1A SOCIAL

Access, safety, and security form the basis for designing a socially sustainable home. The following points should be considered by each buyer when choosing a building design and locating it on the lot. (Note: There is no minimum standard assessment for this category).

- Ensure that the home addresses the primary street and don't allow garages to dominate. An attractive and stimulating built environment will strengthen the sense of wellbeing of residents and people in the community.
- Provide a legible and welcoming entry with clear pedestrian pathways, driveways and good external lighting.
- Design the home to have easy surveillance of play areas and surveillance of the street.
- Provide protected outdoor living and play areas with a good relationship to indoor areas. This is essential for living in the Western Australian climate.
- Reduce car dominance interface with the street by bringing the home / entry forward of the garage setback and by ensuring that the garage occupies less than 50% of the lot frontage.
- Design homes for people with varying abilities and at different stages in their lives by increasing the main hallway Toilet and bathroom and door widths. Ensure floors are step free, slip resistant and easy to clean. Design at least one hobless shower for easy access and to reduce the risk of falls.
- Ensure that the main living areas and at least one bedroom and bathroom are located on the same level and can be accessed from the garage, carport or front boundary.
- Sociability of the locality is enhanced by no or low open fencing between neighbours and the street. Encourage home owners not to fence the front setback areas.

1B ECONOMIC

Improved design features, appropriate solar orientation and low maintenance materials improve the cost effectiveness of sustainable homes over time. Buyers should consider the following economic benefits of sustainable development. (Note: There is no minimum standard assessment for this category)

- Energy efficient high star rated appliances (as recommended by SEDO)
- Select longer lasting, low maintenance materials.
- Select local products to reduce transport costs and support local businesses.
- Use low embodied energy
- Other initiatives (please list any other measures incorporated)

1C ENVIRONMENT

Sustainable homes aim to improve resource efficiencies by considering water, energy and waste efficiency both during construction and over the life of the home. Housing shall demonstrate a minimum of 15 environmental attributes including mandatory compliance with measures in bold such as those listed below; (Note: North facing homes may comply by achieving 14 of the attributes)

ENERGY EFFICIENCY

- Locate daylight living areas and outdoor courtyard living spaces to the north
- 'Zone' rooms to reduce unnecessary heating and cooling requirements
- Use dense building materials internally for thermal mass to heat the home in winter
- Provide sufficient protection to windows during summer months by installing eaves and or a Solar Pergola to north façade or pergolas with deciduous vines and or shade structures on west and east facing windows
- Install operable windows on the northern and southern façades for natural cross ventilation
- Minimise west facing windows to prevent undue heating of the home in summer
- Minimise draughts by installing quality seals to windows and doors
- Install additional cavity insulation (eg to east & west facing walls)
- Provide roof ventilation (rotary or static ventilators) to cool the home
- Install R2.5 roof insulation (as per building contract)
- Install high star rated appliances and fittings (as recommended by the Sustainable Energy Development Office)
- Use light colour roof and walls to increase comfort levels in summer months
- Install eave vents to maximise summer airflow in the ceiling cavity
- Use renewable energy such as solar power rather than electricity for heating and cooling, cooking and washing needs (refer to the Sustainable Energy Development Office)
- Install draftstoppers on exhaust fans (kitchen, bathroom)
- Other initiatives. Please provide details

WATER CONSERVATION

While 5 Star Plus is mandatory for new homes built after 1 September 2007, existing homeowners can also use the items below to improve energy and water efficiency in their homes.

- Install efficient tapware and toilet cisterns which are five star or above WELS (Water Efficiency Labelling Scheme) Rated. Please provide details.
- Install efficient showerheads three star WELS Rated (> 4.5 but < = 6.0 plus water saving bonus feature). Please provide details.
- New homes be plumbed so that they can be connected to an approved alternative water supply at a later date (an alternative water supply may include water tanks, bore water, and third pipes).
- New homes be plumbed to enable connection at a later time to a grey water diversion system (grey water is the water that comes from your shower and laundry).
- New homes with a high water demand for landscaping have an approved alternative water supply for appropriate non-potable use.
- Other initiatives. Please provide details

WASTE MANAGEMENT & AIR QUALITY

- Waste minimisation and management strategies to be practiced throughout the whole building process eg participation in the Ellenbrook Recycling Initiative or other waste minimization or recycling process. Please provide details

 - Use prefabricated components where possible eg roof trusses
 - Ensure noise from swimming pool and air conditioning pumps are appropriately located to minimise environmental impact
 - Use recycled or renewable materials in construction and fit out
 - Use low toxicity materials and adhesives for improvement to air quality within the home and to reduce incidence of allergies eg low allergen paints
 - Other initiatives. Please provide details
-

2. LANDSCAPE

A new Approach in urban development has been undertaken in Malvern Springs. Years of research and harvesting of plant life indigenous to the area has enabled the revegetation of local Ellenbrook species directly into the land from where it originated. These species are completely harmonious with the soil type, water requirements and fauna which form the unique ecosystem of Malvern Springs.

To ensure this ecosystem survives and in order to receive exclusive free Malvern Springs garden buyers shall meet the minimum criteria for front yard landscaping designs. A nominated consultant will be available to assist you in designing your Malvern Springs Garden in accordance with the Malvern Springs Landscape Design Criteria.

As a minimum, all of the mandatory criteria and at least 2 of the 4 discretionary criteria outlined below must be met. (Please tick the appropriate boxes where landscaping design meets the criteria, and include this form when submitting your landscaping plans to Ellenbrook Management Pty Ltd for approval).

NOTE: All landscaping shall be installed within 3 months of handover of the dwelling.

MANDATORY CRITERIA

- Front yard designed with less than 50% lawn area
- All Plants chosen from the Malvern Springs Plant List. Majority of plants shall be chosen from WA plant selection
- To promote Ellenbrook Flora, the use of local dieback weed free mulch and soils (minimal preparation of soils & additives required)

DISCRETIONARY CRITERIA

- An adequate mix of species to ensure the creation of Ellenbrook fauna habitats
- Inclusion of iconic species listed in the Malvern Springs Plant list
- Use of subterranean and rain sensor irrigation systems to reduce water evaporation. (Irrigation systems installed must meet Irrigation Association of Australia standards)
- Select plants to compliment the passive solar requirements of the home eg shading to east/west & deciduous creepers or solar pergolas to the north

Annexure J

Authority to Exchange Information



1. Finance

In accordance with the Commonwealth Privacy Act, the parties listed below hereby authorise LWP Property Group Pty Ltd (LWP) to give and receive from such parties as are necessary to the execution of a contract with the above company, such personal information about me/us which is necessary to the arrangement and execution of the said contract.

I/We hereby authorize the release of information considered relevant to LWP Property Group Pty Ltd from our Bank/Finance institution. This information may include the amount of finance approved and/or the amount of funds held by the institution for the purchase of the above mentioned lot.

2. Cabling Installer

I/We hereby authorize LWP Property Group Pty Ltd to release my/our personal contacts details to both Ellenbrook's preferred internal cabling installer (Intelligent Home) and Telstra in order to facilitate access and connection to the Telstra Velocity telecommunications network.

3. Builder

I/We hereby authorize the release of information to our nominated builder. In the event a builder is not nominated at the time of entering into a sales contract, I/we confirm that I/we will advise LWP of the nominated builder in order that contract information can be provided as requested.

4. Research/Feedback

In order to enable us to provide the best possible service to our clients, LWP from time to time uses an external research company to conduct research about the purchasing and building experience. I/we hereby authorize LWP to provide my/our contact details in order to facilitate such research.

The issue of privacy is taken seriously by LWP and personal information referred to in the above clause will only be released to the representatives referred to specifically in these clauses. At no time will details referred to in the above clauses be sold or passed on to any unauthorized company or representative.

A handwritten signature in black ink, appearing to be "EB" followed by a stylized flourish.

Annexure K
Fibre Optic Technology and
Security Service



1. Fibre Optic Technology

The Buyer is entitled to the Telstra 'Smart Community' technology package and acknowledges receipt of the information literature.

The Buyer is aware that Ellenbrook Management Pty Ltd may provide Telstra with your contact details in order that Telstra can coordinate the fibre optic cable connection/installation with you direct.

2. Security Service

The Buyer agrees that they will be liable to pay an anticipated rate of \$100 per annum to the City of Swan for 24 hour, seven day a week security service at Ellenbrook. This amount is in addition to normal City of Swan Council rates.

A handwritten signature or initials, possibly "SB" followed by a flourish.

Annexure L
Detailed Area Plan



1. Detailed Area Plan

The buyer is aware that the Detailed Area Plan attached hereto is subject to City of Swan approval and forms part of this contract.

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Annexure M
Front Fencing



1. FRONT FENCING

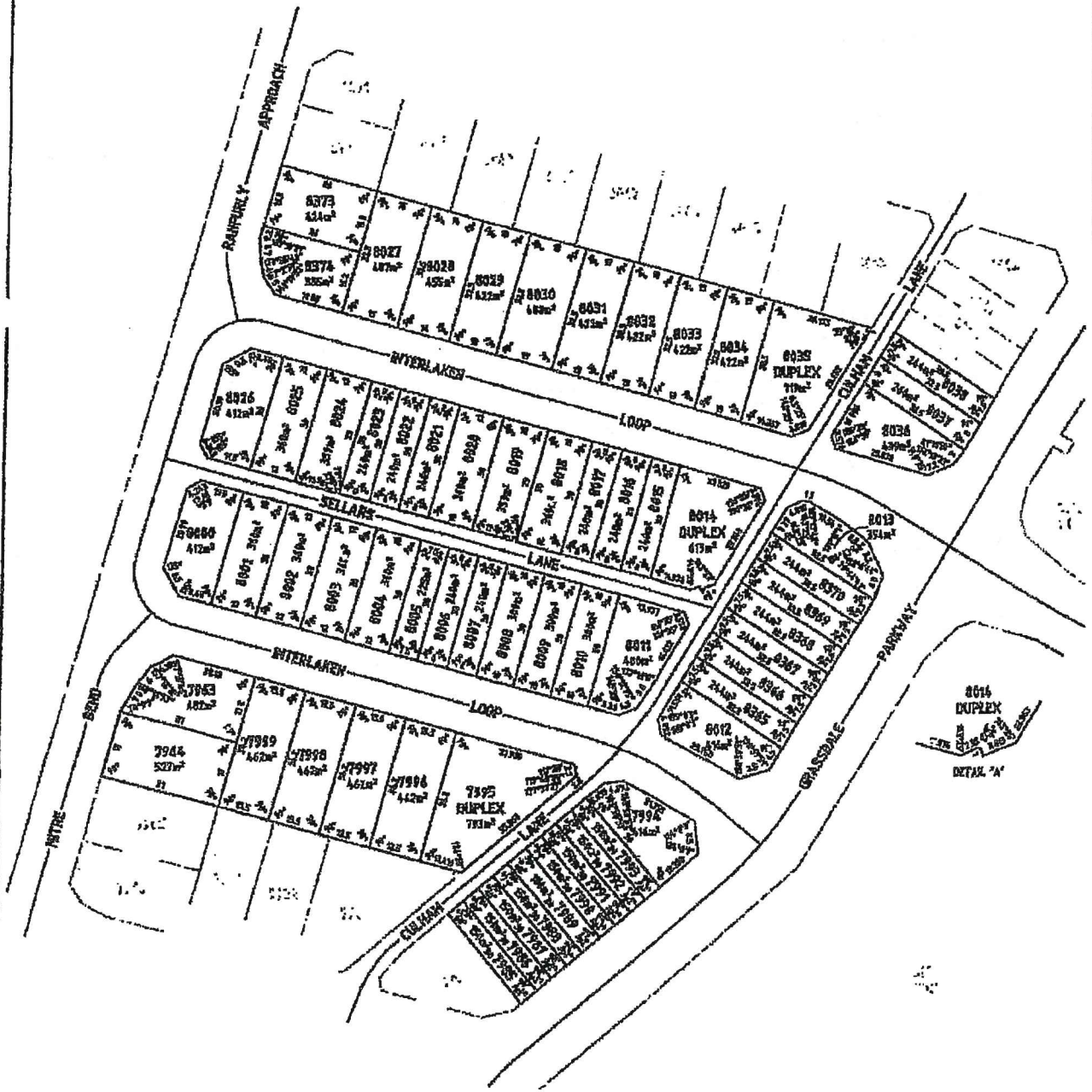
The aim of the front fencing is to create a defined edge that emphasises Malvern Springs as a special precinct and provides a linkage to the built form.

Assorted landscaping on the street side of the fence will be prescribed and provided by Ellenbrook Management.

Optional front gates are at the buyer's cost and subject to design and material approved by the seller.

[Handwritten signature]

ELLENBROOK
 Malvern Springs
 Stage 16
 02940-830-Rev.3.0
 PNH 03.11.2011



All Plans are subject to survey. This plan is for information only and does not constitute an offer.


[Handwritten signature]

Job Number 12085

Job Address Lot 8010 Interlaken Loop Ellenbrook

Client CORNWILL PROPERTY INVESTMENTS

ACTION	SIGN
Contract Signed recorded	✓
Final addenda recorded - addenda, ext, int and tile selection have client details	✓
Variations checked for any reduced contract price	none.
Record contract price (land and build combined)	\$395,000
Create POC variation	VO# 7425
Exclude from status report	✓
Check plans client signed match current plans	✓
If client signed plans and current plans differ notify client	na.

Signed: 

Date: 4-9-12

AMC Lawyers

Our Ref: CO:LMN:0012243
Your Ref: Graham John Cornwill

11 October 2013

Please reply to:

Cornwill Property Investments 1 Pty Ltd
16 Baldwin Street
EMERALD QLD 4720

HUNTER VALLEY
OFFICE

243 Newcastle Rd
East Maitland NSW 2323

P.O. Box 515
East Maitland NSW 2323

Ph: 02 4934 3710
Fax: 02 4934 3712

Dear Graham

**Your Purchase from Prime Projects Construction Pty Ltd
Property: Lot 8010 Interlaken Loop, Ellenbrook**

We confirm that settlement took place on 8 October 2013.

Registration of transfer

The certificate of title for the property and the transfer were handed to NAB on settlement and will be registered at the Land and Property Information office. Registration usually takes about a week and the certificate of title will be held by NAB following registration.

Notices of sale

The Land and Property Information office will notify the council, the water authority and valuer general of the sale upon lodgement of the transfer for registration and in future, rate assessments and notice of valuation should be sent directly to you.

Settlement

The balance purchase money of \$354,670.44 was paid on settlement in accordance with the **attached** settlement adjustment sheet. The mortgagee paid \$357,329.93 and you paid the balance.

The vendor contributed \$732.21 towards rate but they are not issues as yet. We will advise when Council rates have been issued.

Water Rates are paid until 1 November 2013.

Costs

A copy of our Tax Invoice and Receipt is **attached** which shows the amount paid by you for our costs and reimbursements.

AMC Lawyers

Please reply to:

HUNTER VALLEY
OFFICE

243 Newcastle Rd
East Maitland NSW 2323

P.O. Box 515
East Maitland NSW 2323

Ph: 02 4934 3710
Fax: 02 4934 3712

Insurance

Building insurance must be effected from the date of settlement and is normally effected as a requirement of the lender. However if you have not already done so, please attend to this immediately. You may also wish to arrange for a contents policy at the same time.

Land tax

If you do not use your property as your residence then you should consider the land tax implications of this purchase as it will be your responsibility to file land tax returns, if required. If you need any advice about this please contact us.

Wills

Now that your conveyancing matter is complete, and if you haven't done so already, you may like to proceed with making wills, powers of attorney and appointment of guardians. We **enclose** a Will Questionnaire should you wish to update your Wills.

Thank you for your instructions again.

Yours faithfully



Lesa Newton
Per: Craig Olsen
Solicitor

AMC Lawyers

Our Ref: CO:LMN:0012243
Your Ref:

4 October 2013

Please reply to:

HUNTER VALLEY
OFFICE

243 Newcastle Rd
East Maitland NSW 2323

P.O. Box 515
East Maitland NSW 2323

Ph: 02 4934 3710
Fax: 02 4934 3712

NAB Settlements
By Fax: 1300 736 218

Nab - settlements - wa

Dear Sir/Madam

*@
nab.com.au*

FAXED

Advance to Cornwill Property Investments 1 Pty Ltd
Loan Account No: 1544541
Security: Lot 8010 Interlaken Loop, Ellenbrook

We confirm that settlement of the above matter is scheduled to take place at 2.15 p.m. on 8 October 2013 at the offices of NAB, 11/100 St Georges Terrace, Perth.

We hereby direct cheques to be made payable as follows:

- | | | |
|----|--|--------------|
| 1. | Bank Cheque in favour of AMC Lawyers for | \$2,146.00 |
| 2. | Bank Cheque in favour of Landgate for | \$230.00 |
| 3. | Bank Cheque in favour of Settlement Group for | \$123.00 |
| 4. | Bank Cheque in favour of Water Corporation for | \$160.49 |
| 5. | Bank Cheque in favour of Prime Projects Construction Pty Ltd for | \$354,670.44 |

Total \$357,329.93

We note that you have loan funds of \$227,115.63 but hold authority to draw additional funds from our client's surplus account.

Yours faithfully



Lesa Newton
Per: Craig Olsen
Solicitor



Westland Settlement Services Pty Ltd

LICENSED REAL ESTATE
SETTLEMENT AGENCY

ACN 050 159 058 ABN 12 050 159 058
ESTABLISHED 1990

Level 1
55 St George's Terrace
Perth WA 6000
PO Box Z5326
St George's Terrace
Perth WA 6831

Telephone (08) 9325 1166
Facsimile (08) 9325 3166
Email westsets@arach.net.au

Web www.westlandsettlements.com.au

4 October 2013

Our ref: 2012/0815

The Manager
AMC Lawyers
PO Box 515,
EAST MAITLAND NSW 2323

Dear Sir/Madam

**RE: PRIME PROJECTS CONSTRUCTION PTY LTD - CORNWILL PROPERTY
INVESTMENTS 1 PTY LTD
LOT 8010 INTERLAKEN LOOP, ELLENBROOK**

Please find enclosed an amended Buyer's statement showing adjustment of Rates and Taxes and balance due at settlement on the above dealing.

Please pay the balance in the following manner :

Prime Projects Construction Pty Ltd

\$354,670.44

Kindly contact us when you are ready to arrange settlement.

Yours faithfully
WESTLAND SETTLEMENT SERVICES PTY LTD

NARELLE VAN ZIJL



Westland Settlement Services Pty Ltd

ACN 050 159 058 ABN 12 050 159 058
ESTABLISHED 1990

LICENSED REAL ESTATE
SETTLEMENT AGENCY

Level 1
55 St George's Terrace
Perth WA 6000
PO Box Z5326
St George's Terrace
Perth WA 6831
Telephone (08) 9325 1166
Facsimile (08) 9325 3166
Email westsets@arach.net.au
Web www.westlandsettlements.com.au

4 October 2013

Our ref: 2012/0815

AMENDED STATEMENT TO BUYER'S AGENT

**PURCHASE OF LOT 8010 INTERLAKEN LOOP, ELLENBROOK
CORNWILL PROPERTY INVESTMENTS 1 PTY LTD**

	<u>Debit</u>	<u>Credit</u>
Purchase Price	395,000.00	
Deposit Paid		39,500.00
O/S Vacant Land Shire Rates		732.21
ADJUSTMENT OF RATES/TAXES AS AT 07-10-2013		
Water Rates 01-09-2013 to 31-10-2013 \$160.49		
Buyer's share 24/ 61 days \$63.14		
Balance due from Buyer	63.14	
Amount still outstanding		160.49
Swan City Council 2013/2014, monies held in trust pending receipt of rates.		
Land Tax 2013/2014 Nil Adjustment		
Balance due to effect settlement		354,670.44
E & O E	\$395,063.14	\$395,063.14

I confirm we will pay the outstanding Land Tax of \$885.70
Please ensure to pay the O/S Shire & Water Rates that have been credited to you
Please ensure to hold monies for the adjustment of Improved Shire Rates

Licensee:
Westland Settlement Services Pty Ltd
Member of the Australian
Institute of Conveyancers
WA Division Inc. 

AMC Lawyers

Our Ref: CO:LMN:0012243
Your Ref: Graham John Cornwill

PAID 10 October 2013

Please reply to:

Cornwill Property Investments 1 Pty Ltd
16 Baldwin Street
EMERALD QLD 4720

HUNTER VALLEY
OFFICE

243 Newcastle Rd
East Maitland NSW 2323

P.O. Box 515
East Maitland NSW 2323

Ph: 02 4934 3710
Fax: 02 4934 3712

TAX INVOICE

Memorandum of Costs and Disbursements
Your Purchase from Prime Projects Construction Pty Ltd
Property: Lot 8010 Interlaken Loop, Ellenbrook

PROFESSIONAL FEES

Date	Description	Amount	GST
10/10/13	To our professional costs on acting on the purchase of your property including preparation of deeds for NAB	\$1,950.91	\$195.09
Total		\$1,950.91	\$195.09

Amount	+ GST	- Payments Received	= BALANCE DUE
\$1,950.91	\$195.09	\$0.00	\$2,146.00

With compliments



Lesa Newton
Per: Craig Olsen
Solicitor
E. & O.E.

Name: AMC Lawyers
BSB: 082 570
Account Number: 863620678 - Please be sure to place your surname in the reference section
Please note we take Visa and Mastercard payments
14 Day Terms

Would you please note that pursuant to Section 190 of the Legal Profession Reform Act 1993, interest on the above amount will become payable 30 days after the date you receive this memorandum at the rate prescribed under the Supreme Court Act 1970, in respect of unpaid judgments of the Supreme Court.

Pursuant to Clause 41(1)(d) of the Legal Profession Regulation 2002, you are advised that you may be able to have this bill of costs assessed under Part 11 of the Legal Profession Act, but that if the costs have been wholly or partly paid, the application must be made within 12 months after you receive the bill of costs.

Cornwill Property Investments 1 Pty Ltd
16 Baldwin Street
EMERALD QLD 4720

OFFICE ACCOUNT RECEIPT

Date: Thu, 10 Oct 2013
Receipt No: 002050

Received From: Cornwill Property Investments 1 Pty Ltd
The Sum of Two Thousand One Hundred Forty Six Dollars
\$2,146.00 Direct Deposit

Date	Invoice Details	Amount Applied
10/10/2013	Invoice No. 2039; Invoice; Cornwill Property Investments 1 Pty Ltd Matter No: 0012243, Purchase	\$2,146.00
		\$2,146.00
		TOTAL RECEIPT

Received By : Lesa Newton
On Behalf Of : AMC Lawyers



Department of Treasury and Finance
Office of State Revenue

LATE PAYMENT PENALTY TAX
ASSESSMENT NOTICE

Bundle ID: 3281051
 Enquiries: Stamp Duties
 Telephone: 9262 1100
 Date issued: 9 September 2013
 Due Date: 1 October 2013
 Agent/Client ID: 2913605
 Agent Reference: LESA

AML LAWYERS
 GPO BOX 515
 EAST MAITLAND NSW 2323

19 SEP 2013

Parties: PRIME PROJECTS CONRTRUCTIONS PTY; CORNWILL
 PROPERTY INVESTMENTS 1 PTY LTD

IMPORTANT - SEE NOTES ON REVERSE OF THIS NOTICE

TAKE NOTICE that as a result of the failure to pay an assessment within one month after the date of issue, penalty tax has been imposed under section 27(1) of the *Taxation Administration Act 2003*.

Please ensure that the parties liable for payment of the assessment are made aware of this notice and forward the total amount payable by the due date to avoid the commencement of legal action for recovery of the debt.

Description	Total Assessed Duty	Penalty Tax	Amount Payable
Transfer Residential	12,777.50	638.00	13,415.50
		TOTAL AMOUNT	\$13,415.50

PAYMENT BY POST:

- retain the above portion for your records
- return this lower portion with your remittances

**TOTAL AMOUNT PAYABLE
 BY DUE DATE**

\$13,415.50

PAYMENT IN PERSON:

- present this assessment intact

BUNDLE ID: 3281051



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