

Terms and Conditions

Latitude Leighton Beach - Compass

The Right Start by Mirvac

Mirvac (WA) Pty Ltd (**Mirvac**) is offering eligible first home buyers the opportunity to access Mirvac's first home buyer's initiative (**The Right Start by Mirvac**) for Latitude Leighton Beach - Compass, subject to the terms and conditions set out below:

Eligible Buyers

- 1 To qualify for The Right Start by Mirvac as an eligible buyer (**Eligible Buyer**), a Buyer will need to provide the following information to the Mirvac sales consultant prior to the sales appointment:
 - a. proof of residency (copy of a passport or a copy of a current drivers licence and Medicare card)
 - b. a completed statutory declaration form confirming eligibility as a first home buyer.

The Right Start by Mirvac

- 2 Eligible Buyers will be offered:
 - a. a selection of 10 apartments at Latitude Leighton Beach – Compass priced to qualify for the Western Australian Government's First Home Owner Grant and stamp duty concessions;
 - b. the opportunity to pay the deposits in instalments - 5% on exchange and 5% after year one.
- 3 The opportunity is limited to 10 apartments at Latitude Leighton Beach - Compass and is only available for sales made directly through a Mirvac sales consultant or Mirvac's approved external sales consultants.

The Application Process

- 4 Eligible Buyers apply for The Right Start by Mirvac upon contacting Mirvac's sales consultant and placing the selected apartment on hold.
- 5 Mirvac reviews the application and determines if the application is successful.
- 6 Eligible Buyers must pay \$5,000 on signing the Contract and submitting the application to Mirvac.

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- 7 These terms and conditions are not an offer to contract and are to be used as a guide only.
- 8 Capitalised terms in this document have the same meaning as defined in the Contract.
- 9 The Contract is the legal document that binds the Buyer to the terms of the Contract.
- 10 Buyers should seek legal advice prior to signing the Contract.
- 11 Buyers should be aware that making a false statement on a statutory declaration is an offence.
- 12 To be eligible for The Right Start by Mirvac, Eligible Buyers must sign a statutory declaration that all Buyers on the Contract have not “owned or had a relevant interest in a residential property in Australia before and have not previously received or retained a grant under the First Home Owner Grant Act 2000 in accordance with the Office of State Revenue’s requirements.”
- 13 All Eligible Buyers must be Australian permanent residents or Australian citizens at the time the Contract is exchanged. Buyers will be asked to provide either an Australian Passport or a Medicare card and current Australian drivers licence as evidence of eligibility.
- 14 Eligible Buyers must pay a \$5,000 Deposit on execution of the Contract.
- 15 Within 28 days of the Contract Date, the Eligible Buyer must provide the balance of the first instalment of the Deposit (which is 5% of the Purchase Price, less \$5,000) (**1st Instalment**).
- 16 Bank Guarantees or Deposit Bonds cannot be provided as payment for the 1st instalment.
- 17 As to the remaining 5% of the Deposit (**2nd instalment**) the Buyer must pay this instalment on or before the date 12 months from the Contract Date.
- 18 Eligible Buyers may elect to provide a bank guarantee or approved deposit bond in lieu of paying the 2nd Instalment.
- 19 Provision of a Bank Guarantee or Deposit Bond must be supplied to the Deposit Holder within 45 business days of the Contract Date and must be for the balance 5% of the Deposit and must otherwise be in accordance with the requirements for Bank Guarantees or Deposit Bonds as set out in the Contract.

Privacy

- 20 The Mirvac Group (Mircac Limited and its controlled entities) collects and uses personal information about buyers to provide buyers with information requested from Mirvac. Mirvac also uses a buyer’s personal information for related purposes including to request feedback on the products and services provided by Mirvac. If a buyer does not provide all the personal information Mirvac requests, Mirvac may be unable to provide these products or services to the buyer
- 21 Mirvac may disclose personal information about buyers to third party agents and service providers to assist Mirvac in the operation of its business to provide

the products and services. Personal information may also be disclosed to overseas recipients who use the personal information to assist Mirvac in the operation of its business.

- 22 The Mirvac Group Privacy Policy (available on www.mirvac.com) contains information about how a buyer may request access to and correction of personal information Mirvac holds about the Buyer, or to make a complain about an alleged breach of the Australian Privacy Principles
- 23 These terms and conditions are governed by the laws of Western Australia.