

## FORME, APARTMENTS OF TULLAMORE – INVESTOR PACK PROMOTION

### Terms and Conditions

The Forme, Apartments of Tullamore – Investor Pack Promotion (Promotion) is subject to the following terms and conditions:

#### Background to Promotion

1. Mirvac Doncaster Pty Ltd (ABN 82 149 787 477) of Level 8, 1 Riverside Quay, Southbank VIC 3006 (**Mirvac** or the **Promoter**) recently introduced the Investor Pack Promotion for FORME, Apartments of Tullamore (**Promotion**).
2. The Promotion will run for a limited time. The Promotion commences at 9am on Thursday 1st September 2022 and ends at 5pm on Wednesday 30th November 2022 (**Promotion Period**).
3. Under the Promotion, subject to these terms and conditions, Mirvac will provide an Investor Pack to the first three Eligible Buyers of one of the following available apartments numbered 307, 407, 507, 413, 513, 414 or 514 (inclusive) at the development known as 'FORME, Apartments of Tullamore' (**Eligible Property** or **Eligible Properties**) during the Promotion Period.
4. The following terms and conditions apply to the Promotion. By participating in the Promotion, the purchaser of an Eligible Property agrees to be bound by these terms and conditions.

#### Who is eligible for the Promotion?

5. The Promotion is only open to natural persons who:
  - a. is over the age of 18 acting on their own behalf (**Eligible Buyer**);
  - b. has entered into an unconditional, binding contract of sale as the purchaser and the Promoter as the vendor, for the purchase of one of the Eligible Properties during the Promotion Period (**Contract of Sale**) and that Contract of Sale includes the Rental Guarantee Special Condition, (**Eligible Contract**).
6. The Promotion is not open to businesses or corporations.

#### How to apply?

7. A separate application is not required. A purchaser who meets the eligibility criteria above is automatically eligible for the Promotion.
8. The Promotion is restricted to Eligible Buyers who enter into an Eligible Contract directly through a Mirvac Sales Consultant.

#### Dates of Promotion

9. Any Eligible Contracts entered into after the closing time will not be considered. The Promoter, may at its discretion, extend the Promotion Period by publishing a notice on the Promoter's website with the dates of the extended promotion period. These terms and conditions apply to any extended promotion period.

## Offer

10. Subject to these terms and conditions, the Promoter is offering the Investor Pack to the first three Eligible Buyers who have entered into an Eligible Contract during the Promotion Period and settle the Eligible Contract by the completion date set out in the Eligible Contract **Investor Pack**
11. After completion of the Eligible Contract, the Promoter may, but is not obliged to, arrange for a Depreciation Schedule to be prepared for the Eligible Property and provided to the Eligible Buyer, at the Promoter's cost.
12. The Eligible Buyer will not be entitled to receive any part of the Investor Pack if the Eligible Contract is terminated, the Eligible Buyer breaches these terms and conditions or the Eligible Contract, or completion of the Eligible Contract occurs after the date for completion required under the Eligible Contract.
13. The items in the Investor Pack are subject to amendment by Mirvac but subject to the terms of the Eligible Contract.
14. The Eligible Buyer's right to receive the Investor Pack will be exclusive to the Eligible Buyer and cannot be transferred to any other party.
15. The Eligible Buyer forfeits all their rights to receive the Investor Pack if:
  - c. these terms and conditions are not satisfied for any reason whatsoever;
  - d. they fail to settle on the settlement date specified in their Contract of Sale;
  - e. their Contract of Sale is terminated for any reason; or
  - f. the Eligible Buyer is in default or has failed to comply with any term of their Contract of Sale.
16. The Eligible Buyer acknowledges and agrees that if their Eligible Contract does not settle, the Investor Pack is void and is not payable.
17. The Eligible Buyer is required to disclose these terms and conditions to the Lending Institution as soon as practicable after being provided with these Terms and Conditions by Mirvac. The Eligible Buyer indemnifies Mirvac and its related entities against all claims, damages, losses, liability or proceedings of any nature arising from any breach of this warranty.
18. As a condition of participating in the Promotion, the Eligible Buyer consents to Mirvac releasing information regarding these terms and conditions to the Lending Institution upon Mirvac receiving a request from the Lending Institution and without further reference to the Eligible Buyer.
19. In these terms and conditions, unless the context is otherwise provided, the following words are defined as follows:
  - a. **Depreciation Schedule** means a depreciation schedule for depreciable items in the Property.
  - b. **Investor Pack** means the following items which are subject to amendment by Mirvac subject to the terms of the Eligible Contract;
    - i. Rental Guarantee; and

- ii. Depreciation Schedule.
- c. **Lending Institution** means any lending institution providing finance to the Eligible Buyer to assist with the purchase of the Property.
- d. **Mirvac Sales Consultant** means a Mirvac in-house real estate sales agent and excludes any external or conjunction real estate sales agents.
- e. **Rental Guarantee** means a rental guarantee in the form of and on the terms set out in the Rental Guarantee Special Condition.
- f. **Rental Guarantee Special Condition** means a special condition in the Eligible Contract in substantially the same form as Annexure A or on such other terms as Mirvac and the Eligible Buyer may agree.

#### General

- 20. The Eligible Buyer acknowledges and agrees that the Promotion is non-transferrable, non-refundable and cannot be exchanged for cash. All taxes which may be payable as a consequence of receiving or participating in the Promotion are the sole responsibility of the Eligible Buyer.
- 21. The Eligible Buyer must disclose the contents of this Promotion to any lending institution providing finance to the Buyer to assist with the purchase of the Property.
- 22. The Eligible Buyer forfeits all rights to receiving or participating in the Promotion if the Eligible Buyer does not comply with any of these terms and conditions or any term or condition under the Contract.
- 23. This Promotion cannot be used in conjunction with any other promotion or campaign promoted by Mirvac. The Promotion is not an offer of finance.
- 24. The Promoter takes no responsibility and is not liable for a purchaser's stamp duty, strata levies or other tax liabilities or government charges.
- 25. To the extent permitted by law, Mirvac:
  - g. accepts no responsibility for any damage, loss or liabilities that may arise from an Eligible Buyer receiving the Investor Pack;
  - h. is not liable to the Eligible Buyer for any direct, indirect, consequential, exemplary, incidental, special or punitive loss or damages arising out of or in connection with the Eligible Buyer's participation in this Promotion even if Mirvac has been advised of the possibility of such damages.
- 26. Prior to an Eligible Buyer's entry into the Eligible Contract, Mirvac reserves the right, at its sole discretion, to cancel, terminate, modify, extend or suspend the Promotion at any time without notice.
- 27. If there is any inconsistency between these terms and conditions and the provisions of the Contract of Sale entered into by a person participating in the Promotion, the contract of sale prevails.

28. The Promoter reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Promotion if for any reason the Promoter's circumstances change.
29. These terms and conditions are governed by the laws of Victoria.

#### **Privacy Collection Statement**

30. The Mirvac Group (Mirvac Limited and its controlled entities) collects and uses personal information about you to promote its products and services and may disclose personal information to third parties agents and services providers including the Lending Institution, Mirvac Sales Consultants and the Approved Leasing Agent (as defined in the special condition attached as Annexure A). Mirvac also uses your personal information for related purposes including to request your feedback on the products and services provided by Mirvac. If you do not provide all the personal information Mirvac requests from you, Mirvac may be unable to provide these products or services to you.
31. Mirvac may disclose personal information about you to third party agents and service providers to assist Mirvac in the operation of its business to provide the products and services you request. Your personal information may also be disclosed to overseas recipients who use the personal information to assist Mirvac in the operation of its business in countries including, but not limited to, the United States of America, the Philippines, Japan and United Kingdom.
32. The Mirvac Group Privacy Policy (available on [www.mirvac.com](http://www.mirvac.com)) contains information about how you may request access to and correction of personal information Mirvac holds about you, or to make a complaint about an alleged breach of the Australian Privacy Principles. You can also contact our Mirvac Privacy Officer using the following details: Phone: (02) 9080 8000; Email: [privacy@mirvac.com](mailto:privacy@mirvac.com); and Address: 'Mirvac Privacy Officer', Mirvac Group Compliance, Level 28, 200 George Street, Sydney, NSW 2000.
33. By participating in the Promotion, you agree to Mirvac using your personal information to promote its products and services. If you no longer wish to receive promotional information from Mirvac, you may advise Mirvac of your wish. The Mirvac Group Privacy Policy contains information about how you may send your request to Mirvac.

ANNEXURE A

ADDITIONAL SPECIAL CONDITION – RENTAL GUARANTEE

1 **Rental Guarantee**

1.1 **Definitions**

In this Additional Special Condition 1:

- a. **Approved Leasing Agent** means MLJV Pty Ltd trading as Real Estate Services by Mirvac.
- b. **Due Date** means the date for completion specified in the particulars of sale to this Contract.
- c. **Quarterly Period** means any of the following periods as the context requires:
  - i. the period commencing 1 January and ending 31 March of a calendar year;
  - ii. the period commencing 1 April and ending 30 June of a calendar year;
  - iii. the period commencing 1 July and ending 30 September of a calendar year;
  - iv. the period commencing 1 October and ending 31 December of a calendar year;
- d. **Guarantee Amount** means the guarantee amount specified in Item 1 of **Schedule 1**.
- e. **Guarantee Period** means the guarantee period specified in Item 2 of **Schedule 1**.
- f. **Guaranteed Return** means:
  - i. from commencement of the Guarantee Period to the commencement of the Tenancy Agreement, the Guarantee Amount; and
  - ii. from commencement of the Tenancy Agreement to the expiry of the Guarantee Period or the earlier termination of the Tenancy Agreement, an amount equal to the Guarantee Amount less the Rental Return (so that if the Rental Return is equal to or exceeds the Guarantee Amount, the Guaranteed Return payable is nil).
- g. **Lending Institution** means any lending institution providing finance to the purchaser to assist with the purchase of the property.
- h. **Managing Agency Agreement** means the agreement between the Purchaser and the Approved Leasing Agent entered into in accordance with this Additional Special Condition 1.
- i. **Payment Schedule** means a payment schedule setting out:
  - i. all amounts paid by the Vendor to the Purchaser from completion;
  - ii. the Rental Return payable from the commencement of the Tenancy Agreement; and
  - iii. each instalment of the Guaranteed Return (calculated on a daily basis from completion) payable by the Vendor quarterly and the timing for those payments.
- j. **Related Bodies Corporate** has the meaning given to that term in the Corporations Act 2001 (Cth).
- k. **Rental Guarantee Provisions** means the conditions set out in this Additional Special Condition 1.

- l. **Rental Return** means the monthly rental amount payable by the Tenant under the Tenancy Agreement (i.e. gross rent), without any deduction for fees, costs, charges, outgoings or any other expenses of any nature whatsoever).
- m. **Tenancy Agreement** means a residential lease of the Property.
- n. **Tenant** means a tenant under a Tenancy Agreement.

## 1.2 Rental Guarantee

- (a) The Vendor agrees to provide the Purchaser a rental guarantee in accordance with the terms of this Additional Special Condition 1.
- (b) Despite anything else in this contract and without limiting the Vendor's other rights and remedies, the Purchaser has no right to, and cannot compel the Vendor or any other party to provide the rental guarantee if:
  - (i) this Contract is terminated;
  - (ii) the Purchaser is in default under this Contract or has failed to comply with all the terms and conditions of this Contract; or
  - (iii) settlement of this Contract occurs after the Due Date.

## 1.3 Guaranteed Return

- (a) Subject to the Purchaser complying with the Rental Guarantee Provisions, if the Purchaser completes this Contract by the Due Date, the Vendor will pay to the Purchaser the Guaranteed Return during the Guarantee Period as described in Additional Special Condition 1.5.
- (b) If completion is extended beyond the Due Date, whether at the request of or due to the default of the Purchaser, the Vendor is not obliged to provide the Guaranteed Return to the Purchaser, but the Vendor may do so in the Vendor's absolute discretion.

## 1.4 Appointment of Leasing Agent and Tenancy Agreement

- (a) On the execution of this Contract, the Purchaser must execute the form of Managing Agency Agreement at **Schedule 2**.
- (b) The Vendor must procure the Approved Leasing Agent to execute the Managing Agency Agreement signed by the Purchaser pursuant to Additional Special Condition 1.4(a) within a reasonable period after the Day of Sale and in any event prior to settlement. The Vendor must provide the Purchaser with a copy of the Managing Agency Agreement duly executed by the Approved Leasing Agent.
- (c) Despite anything else in this Contract, if:
  - (i) the Purchaser does not execute the form Managing Agency Agreement as required by Additional Special Condition 1.4(a); or
  - (ii) the Managing Agency Agreement is terminated, rescinded or otherwise comes to an end prior to expiry of the Guarantee Period,then the Purchaser has no right to, and cannot compel the Vendor or any other party to, provide the rental guarantee.
- (d) The Vendor agrees that the Approved Leasing Agent may advertise the Property for lease prior to settlement.

- (e) The Purchaser must:
  - (i) do all things reasonably required to enter into a Tenancy Agreement with effect from the Settlement Date, or as soon as possible after the Settlement Date;
  - (ii) enter into a Tenancy Agreement with a tenant proposed by the Approved Leasing Agent at a reasonable rent, which rent may be less than or greater than the Guarantee Amount, unless there are compelling reasons not to accept the proposed tenant; and
  - (iii) provide the Vendor with any information reasonably requested by the Vendor in relation to the leasing of the Property and authorise the Vendor to obtain any information from the Approved Leasing Agent.
- (f) During the Guarantee Period, the Purchaser must instruct the Approved Leasing Agent to provide to the Vendor:
  - (i) no later than 7 days after the end of each monthly period of the Tenancy Agreement, a statement setting out the rent paid by the Tenant under the Tenancy Agreement for the preceding month, or
  - (ii) where a Tenancy Agreement has not been entered into, a monthly report no later than 7 days after the end of the preceding month setting out information regarding potential tenants presented by the Approved Leasing Agent to the purchaser during the preceding month, including but not limited to:
    - (A) a summary of the rental history of any potential tenants;
    - (B) the rent any potential tenants were prepared to pay;
    - (C) the length of any lease the potential tenants were prepared to enter into; and
    - (D) the disclosure of the reason why the proposed tenants have not been accepted by the purchaser.
- (g) The Vendor is not required to pay the Guaranteed Return to the Purchaser and all of the Vendor's obligations under these Rental Guarantee Provisions in relation to the Guaranteed Return will cease if:
  - (i) the Vendor does not receive the statement referred to in Additional Special Condition 1.4(f) of these Rental Guarantee Provisions as and when required by the Rental Guarantee Provisions due to the actions or instructions of the Purchaser;
  - (ii) the Tenancy Agreement terminates, due to a breach or default of the Purchaser under the Tenancy Agreement, prior to the expiry date of the Tenancy Agreement; or
  - (iii) in the Vendor's reasonable opinion, the Purchaser:
    - (A) is acting unreasonably in accepting or rejecting a tenant or is unreasonable in its requirements in selecting a tenant, including without limitation the rent requested for the Property having regard to the market rent for the Property; or
    - (B) delays in appointing the Approved Leasing Agent or causes or contributes to a delay in securing a tenant;
  - (iv) the Tenant fails to pay the Rental Return when it is due and payable; or
  - (v) there is a reduction in the Rental Return received by the Purchaser because of any Law.

- (h) The Vendor may enter into a Tenancy Agreement prior to settlement to commence on the date following settlement of the Contract.
- (i) For the avoidance of doubt, in no circumstances will the Vendor be required to pay the Guarantee Amount to the Purchaser prior to settlement.
- (j) If a Tenant under a Tenancy Agreement refuses to pay any rent or claims a set-off for any liability of the Purchaser to the Tenant because of breach by the Purchaser of the terms of the Tenancy Agreement, the Guarantee Amount is reduced by the amount the Tenant is entitled to refuse to pay or claim as a set-off.

### **1.5 Payments**

- (a) All payments of the Guaranteed Return to be made by the Vendor to the Purchaser under these Rental Guarantee Provisions must be paid into an account nominated by the purchaser in writing.
- (b) From the date 14 days after the date on which settlement of the Contract occurs to the commencement of the Tenancy Agreement, the Vendor must pay to the Purchaser the Guaranteed Return, in arrears with the first payment due within 10 Business Days at the end of the Quarterly Period in which the date of settlement occurs, and quarterly thereafter within 10 Business Days after the end of each Quarterly Period.
- (c) Upon a Tenancy Agreement being entered into with a tenant:
  - (i) the Vendor will prepare a Payment Schedule and provide the Payment Schedule to the Purchaser; and
  - (ii) subject to Additional Special Conditions 1.4(g) and (h), from the commencement of the Tenancy Agreement to the expiry of the Guarantee Period or the earlier termination of the Tenancy Agreement, the Vendor must pay to the Purchaser the Guaranteed Return in instalments and by each date set out in the Payment Schedule.
- (d) The Purchaser is responsible for payment of all costs, fees, charges, expenses and outgoings of any nature relating to the ownership or leasing of the Property.

### **1.6 Property unavailable for use**

If at any time during the Guarantee Period for any reason it is not possible for the Property to be occupied or offered for lease under a Tenancy Agreement due to, including but not limited to, renovation works or destruction or damage to the Property, or where the Property is occupied other than under a Tenancy Agreement, the Purchaser is not entitled to receive the Guaranteed Return until it becomes possible for the Property to be occupied or offered for lease.

### **1.7 Rights exclusive to Purchaser**

- (a) The Purchaser's right to receive the Guaranteed Return under these Rental Guarantee Provisions cannot be transferred to any other party.
- (b) If the Purchaser sells the Property prior to the expiration of the Guarantee Period, the Purchaser's right to receive the Guaranteed Return will terminate on the date of completion and may not be assigned or otherwise transferred to the incoming purchaser of the Property or any other party.



**1.8 Disclosure of Rental Guarantee**

- (a) The Purchaser represents and warrants to the Vendor that it will provide a copy of these Rental Guarantee Provisions to the Lending Institution as soon as practicable after being provided with these Rental Guarantee Provisions by the Vendor. The Purchaser indemnifies the Vendor and the Vendor's Related Bodies Corporate against all claims, damages, losses, liabilities or proceedings of any nature arising from any breach of the warranty in this Additional Special Condition 1.8.
- (b) The Purchaser consents to the Vendor releasing information regarding these Rental Guarantee Provisions to the Lending Institution upon the Vendor receiving a request from the Lending Institution and without further reference to the Purchaser.

**1.9 Confidentiality**

The Purchaser:

- (a) agrees that the negotiations of the parties relating to the transaction contemplated by this Contract and the subject matter and terms and existence of this Additional Special Condition must be kept confidential and may only be disclosed by the Purchaser as required by law or to its professional advisers on the condition that they agree to be bound by the terms of this Additional Special Condition;
- (b) acknowledges that damages will not be a sufficient remedy for any breach by the Purchaser of this Additional Special Condition 1 and that the Vendor will be entitled to injunctive relief in respect of any actual or threatened breach of this Additional Special Condition 1 by the Purchaser; and
- (c) indemnifies the Vendor against all claims, damages, losses or expenses incurred directly or indirectly as a consequence of any breach of this Additional Special Condition by the Purchaser.

**1.10 Landlord's insurance**

- (a) The Purchaser must during the Guarantee Period, effect and maintain a landlord's insurance policy in respect of the Property which covers:
  - (i) failure of a Tenant to pay rent in accordance with a Tenancy Agreement; and
  - (ii) damage caused to the Property by a Tenant.
- (b) Despite anything else in this contract, if, the Purchaser does not effect and maintain a landlord's insurance policy as required by Additional Special Condition 1.10(a) then the Purchaser has no right to, and cannot compel the Vendor or any other party to, provide the rental guarantee under this Additional Special Condition 1.

**1.11 No merger**

This Additional Special Condition 1 does not merge on completion or on the transfer of the Property.

**Schedule 1**

|                           |  |
|---------------------------|--|
| <p>1 Guarantee Amount</p> | <p>\$ _____ per month (inclusive of GST, if any)</p> <p><i>(insert amount)</i></p> <p><i>*The above amount is to be calculated as follows:</i></p> $\frac{GA = (P \times 5\%)}{12}$ <p><u>GA = Guarantee Amount</u></p> <p><u>P = Price as specified in the particulars of sale of the Contract</u></p>  |
| <p>2 Guarantee Period</p> | <p>A period of 24 months commencing on the earlier of:</p> <ul style="list-style-type: none"> <li>a) the date 14 days after the date on which settlement occurs;</li> <li>b) the date on which a Tenancy Agreement is entered into; and</li> <li>c) where a Tenancy Agreement is entered into prior to completion, the date on which settlement occurs.</li> </ul> |