bankwest

Your home loan is approved.

Your next steps.



Bankwest, a division of Commonwealth Bank of Australia ABN 48 123 123 124 AFSL/Australian credit licence 234945.

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GPO Box E237
Perth WA 6841 | bankwest.com.au

Your loan documents are ready to sign.

Your next steps

1. This pack outlines which documents you need to read, complete, electronically sign or print. To sign your documents, you can either draw or select a default signature.
2. Once done, make sure you download a copy to keep.

Important things to note

- If there are multiple people on the application, each applicant will need to sign one after the other
- Once we receive your documents, we can continue progressing your application
- You have 30 days to complete and return them to us
- If something doesn't look right, contact your **Broker**.

Got questions? Get in touch


Contact your Broker


Message us anytime

Thanks,
from the Bankwest team

GPO Box E237
Perth WA 6841 | bankwest.com.au

Summary of your loan documents

Home loan contract and extras

Application Form Read and eSign
A copy of the product you've chosen and details, like your income, expenses and liabilities.

Terms and Conditions Read and accept
Important information about your home loan and any extra products that you've chosen.

Home Loan Contract Read and eSign
Key details about your new loan, interest rate, repayments and fees.

Disbursal and repayments

Borrower's Authority and Instructions Fill out and eSign
Organising your accounts for disbursal and how fees will be paid.

Direct Debit Request Form Fill out and eSign
Setting up which account your repayments will come from.

Mortgage documents

Mortgage Form 1 **Read and eSign**
For you (the mortgagor) to provide to us (the bank) a security interest in your property until the loan is repaid and we release the mortgage.

Consumer Mortgage Memorandum of Common Provisions Read and accept
Together with the Mortgage Form these terms and conditions set out the key details of the mortgage.

Application Form
Reference: 13786508

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Bankwest, a division of Commonwealth Bank of Australia
ABN 48 123 123 124 AFSL / Australian credit licence 234945

Digital Copy

Section 1 - Your Application Information

Originator Company
Connective Lender Services Pty Ltd

Broker No./Staff No.	Phone Number	Fax Number	Date
bk07312306			11/11/2025

Originator/Officer/Contact Name	Originator Unit Cost Centre
Peter James Dartnell	306:448

Section 2 - Your Personal Information

Borrower 1

Title	First Name	Middle Name/s
Mr	Pedro	Adrian Gayai

Family Name
SOLOMON

Also Known As	Date of Birth
	Jan 1983

Current Residential Address	Postal Address	Previous Residential Address
2/243 Lake Street CAIRNS NORTH QLD 4870	2/243 Lake Street CAIRNS NORTH QLD 4870	25 Cooks Road CALLIGNEE VIC 3844

Time at Address	Email Address
0 years 6 months	psolo24@hotmail.com

Marital Status	Residential Status	Existing Bankwest Customer?
Single	Renting	Yes

Contact Number[s]	Driver's Licence Number	Australian Resident?
Mobile: 0487611088	5362462	Yes

Country of Residence if not Australia

Customer Residency & Foreign Tax Information

Bankwest is collecting your personal information to meet the requirements of the Taxation Administration Act 1953 and comply with our international tax reporting obligations. This information may be shared with relevant law enforcement agencies, tax authorities and other regulatory bodies. For further information please see our Privacy Collection Notice in this application form.

Country	Resides In	Citizen	Tax Resident	TIN / Reason for no TIN
Australia	Yes	Yes	Yes	-

Your Employment Details

Employment Status	Occupation	Work Telephone Number
Full Time	Railway Track Repair Mobile Plant Operators	

Employer	Time at Present Employer
Fmg Personnel Services Pty Ltd	11 years 9 months

By providing your Employer/ Accountant contact number, you agree that we may contact your Employer/ Accountant to confirm your employment details.

Section 3 - Information About Your Products

Your Secured Loan

Housing Loan

Product	Amount	Product Term
Bankwest Simple Home Loan P&I	$548,000.00	30 years

Primary Purpose	Amount
Purchase Established Dwelling for Owner Occupier	$548,000.00

Off The Plan Purchase	No
Is this a favourable/advantageous purchase between related parties?	No

Requested Product Features

— Repayment Type	Principal and Interest
— Initial Interest Type	Variable Interest Rate
— Introductory Rate	Indifferent
— Offset	No
— Early Repayment Option	Indifferent
— Redraw Facility	Indifferent

Reasons for Product Selection

Variable Interest Rate
- — To take advantage of potential future decrease in the interest rate
- — Flexibility with respect to repayment, redraw and/or early repayment of loan

Principal and Interest
- — Minimise interest paid over life of loan
- — Lower deposit required
- — Higher lending limit

Offset
- — Not taken at application, feature available for future benefit

Redraw
- — Flexibility to access prepaid funds if needed

Customer Notification

Please be aware that:

- **Variable**
  A variable rate loan is a housing loan where the interest rate varies to reflect market conditions. The interest rate will normally vary with changes to the base rate of the Reserve Bank and reflects changing costs on the credit markets. You will pay less if the interest rate falls and pay more if interest rates rise as repayments will vary accordingly.
- **Principal and Interest**
  Loans with principal and interest (P&I) repayments are designed to be paid off over the selected loan term. P&I repayments are generally calculated on a monthly basis over the term of the loan and incorporate an amount of principal that in effect repays the loan principal over the loan term and the amount of interest based on the home loan interest rate and balance.
- **Superannuation declaration**
  Current superannuation balances may rise or fall in value. Use of Superannuation funds may have impact on their future projected income stream. Use of Superannuation funds may impact future lifestyle.

Section 4 - Security Information

Security To Be Taken By The Bank

- Mortgage over property located at 4 Satinay Close, MANOORA QLD 4870.
  From Mr Pedro Adrian Gayai SOLOMON to secure all Housing Loan facilities.
  Owners Estimated Value $700,000.00

Section 5 - Your Financial Information

Financial details for Pedro Adrian Gayai SOLOMON

Your Assets

Type	Description	Market Value
Other Savings	Deposit Account	$183,000.00
Super/Life Insurance	CBUS	$306,000.00
Home Contents	Home Contents	$40,000.00
Other	Boat	$70,000.00
Motor Vehicle	Motor Vehicle	$45,000.00
Motor Vehicle	Motor Vehicle	$5,000.00

Your Income

Recipient	Type	Description	Gross Amount
P A G SOLOMON	Personal - Salary	GrossSalary	$109,253.40

Recipient	Type	Description	Gross Amount
P A G SOLOMON	Personal - Allowances	WorkAllowance	$34,999.00

Recipient	Type	Description	Gross Amount
P A G SOLOMON	Other Gross - Bonus	bonus	$25,426.91

Number of Adults Supported by this Income	1
Number of Children Supported by this Income	0
Age of Dependants	

Your Expenses

Type	Monthly Commitment	Changed By Deal	New Monthly Commitment
Rent or Board	$650.00	Yes	$0.00

Type	Monthly Commitment
Child and Spousal Maintenance	$0.00
Primary residence utility and maintenance	$600.00
Primary residence additional expenses	$0.00
Telephone, internet, pay TV and media streaming subscriptions	$280.00
Groceries and food	$550.00
Recreation and entertainment	$725.00
Clothing and personal care	$200.00
Pet care	$0.00
Childcare	$0.00
Public primary and secondary education	$0.00
Private primary and secondary education	$0.00
Higher education and vocational training (excl. HECS/HELP)	$0.00

Type	Monthly Commitment
Transport	$350.00

Type	Monthly Commitment
Medical and health	$100.00

Type	Monthly Commitment
General insurance	$254.00

Type	Monthly Commitment
Personal insurance	$60.00

Type	Monthly Commitment
Other insurance	$0.00

Type	Monthly Commitment
Secondary residence and holiday home costs	$0.00

Type	Monthly Commitment
Other regular and recurring expenses	$2,298.00

FORESEEABLE CHANGE IN CIRCUMSTANCES

Applicant 1: Pedro Adrian Gayai SOLOMON

Are you aware of any foreseeable significant changes in circumstances that will lead to changes in your ability to make contracted loan repayments? No

Borrowing past retirement or beyond 67

Planned retirement age: 67 Age at end of loan term 72

Plan to meet repayments

Housing Loan

- Superannuation lump sum following retirement

Section 6 - Declarations

Housing Loan(s)

— I/We declare that I/we have read and understood the particulars in this enquiry and declare that the information provided by me/us, (including information about my/our countries of residence, citizenship and tax residency) is complete and correct and that no information has been withheld which may affect your decision.
— I/We acknowledge that the information set out above accurately and fairly reflects the conversation(s) I/we have had with the intermediary broker or the Bank.
— I/We acknowledge that following from the above-mentioned conversation(s) any products applied for in this application meet my/our requirements and objectives.
— I/We acknowledge that a selection of products have been discussed with the intermediary broker or the Bank and the products selected are suitable for my/our needs.
— I/We will advise the Bank if these details change.
— I/We authorise the Bank to make any other enquiries which the Bank considers necessary to evaluate this enquiry for finance.
— I/We understand that this enquiry for finance does not constitute an offer or acceptance for the provision of credit and is not a contractual document.
— I/We understand that if my/our enquiry for finance is not proceeded with for whatever reason the Bank is not obliged to refund any fees expenses and costs already paid by me/us.
— I am/We are aware that the Bank may pay the broker or other intermediary acting in relation to this enquiry for finance, commission or other benefits in connection with the enquiry.
— I/We acknowledge that if a broker or other intermediary provides services to me/us, it is possible that a conflict of interest will arise. I/we consent to the broker or other intermediary acting in this way. I/we consent to the Bank disclosing to the broker or other intermediary the fate of any application submitted and providing the broker or intermediary with a copy of the Bank's approval terms and conditions. If the Bank pays the broker or other intermediary a trailing commission, I/we also consent to the Bank disclosing information about the loan to them on an ongoing basis.
— I/We understand that the Bank may send me/us electronic notices, statements and communications relating to the home loan and related products. The Bank may not send paper documents and I/we should regularly check for electronic communications from the Bank. In certain circumstances where electronic delivery is unavailable, the Bank may mail paper copies. If I/we need to update my/our details or change my/our contact preference, I/we can call the Bank on 13 17 19.

Name of Applicant

Pedro Adrian Gayai SOLOMON

Signature

X

Date

Section 7 - Privacy Collection Notice home loans

Bankwest is a division of the Commonwealth Bank of Australia (CBA). In this Privacy Collection Notice 'we' or 'us' refers to Bankwest, CBA and its subsidiaries (the CommBank Group). This Privacy Collection Notice describes the main ways we collect, use and share your personal information when you:
— apply for or hold a home loan (with or without other banking products) and/or
— guarantee a home loan or are considering whether or not to guarantee a home loan.

This notice should be read in conjunction with our Privacy Statement at bankwest.com.au/privacy which explains the other ways we may collect, use and share your personal information, how to access your personal information and correct it when it's wrong, how to make a privacy related complaint and how we will deal with it. If you would like a copy of our Privacy Statement**,** need more information, or have a privacy concern you can call **13 17 19 anytime**. Sometimes we update our **Privacy Statement** and you can always find the most up to date version on the Bankwest website.
Neither this notice nor our Privacy Statement form part of any contract you have with us.

1. What personal information we collect
The personal information we collect includes:
— information about your identity, such as your name, date of birth and contact details
— information contained in identity documents or government documents
— information about your interactions with us, such as your transactions, payments and use of our website
— your credit history, including information obtained from Credit Reporting Bodies (CRBs)
— financial information you give us.

We may collect this information from you directly or from third parties, including joint applicants, someone acting on your behalf (such as a parent or guardian), the primary card holder (where you are an additional card holder), your agent, an authorised operator of your account, CRBs, your guarantor or other credit providers. If you give us information about others (such as a joint applicant) you must have their authority and tell them what is in this Privacy Collection Notice.

Sometimes the personal information we collect about you may also include sensitive personal information such as information about your health. We only collect this information to assess your credit application. **You consent** to us collecting your sensitive personal information for this purpose.

2. Why we collect your personal information and what we use it for
The reasons we collect and use your personal information include to:
— confirm your identity and manage our relationship with you
— assess your application for credit and minimise risk

— design, price, provide, manage and improve our products and services
— comply with relevant laws such as the Anti-Money Laundering and Counter-Terrorism Financing Act, the responsible lending provisions of the National Consumer Credit Protection Act and State Property Laws.

3. Exchanging your personal information with Credit Reporting Bodies (CRBs)

Identity verification - In order to verify your identity, we may exchange your name, residential address and date of birth with a CRB to assess whether the information you provided matches the information in any credit file about you. The CRB may provide us with the results of its identity verification assessment and may use your personal information, together with personal information it holds about other people, for the purposes of preparing that assessment. **You consent** to us providing your personal information to a CRB and requesting an identity verification assessment.

Credit reports - Where you apply for credit, we may also need to ask CRBs for your credit report to help us assess your credit application, manage your loan, collect overdue payments and act in the event of fraud or serious credit infringement. Where you are considering being a guarantor or security provider, **you also consent** to us requesting your credit report from a CRB to help us in our assessment.

Other exchanges - Other information we may exchange about you with CRBs includes:
— the type and amount of credit you have applied for
— if you have missed any repayments
— any temporary and permanent financial hardship arrangements that you may have with us
— if you have committed fraud or another serious infringement.

The CRBs we use are Equifax Pty Ltd (Equifax.com.au), Experian Australia Credit Services Pty Ltd (Experian.com.au) and illion Australia Pty Ltd (illion.com.au). See the 'Your Credit Information' section in our Privacy Statement at bankwest.com.au/privacy for key information about credit reporting matters such as how to access and correct information, make a complaint and how we will deal with complaints, tell a CRB not to use your information for direct marketing and what to do if you think you have been, or are likely to be, a victim of fraud including identity fraud.

4. Exchanging your personal information with guarantors and security providers

If your home loan is or may be guaranteed, and/or a person is offering property as security, **you consent** to us sharing your personal information including your consumer credit report with your guarantor or security provider. We may also provide your guarantor with a statement of matters related to the amount owing on the home loan they have guaranteed upon their request. We provide this information, including at the application stage, so that your guarantor can make informed decisions including whether to act as guarantor and/or whether to offer property as security.

5. Exchanging your personal information with other credit providers

To assess your application for credit or where you are considering being a guarantor or security provider we may exchange your credit eligibility information, such as the type and amount of credit you have open, or have had in the past, your repayment history and any defaults by you with other credit providers. **You consent** to us providing this information to other credit providers for these purposes.

6. Who else we share your personal information with

Others we may share your personal information with include:
— the CommBank Group who can use the information for the same purposes as us
— Government and law enforcement agencies and regulators
— registries that are relevant to the services that we provide, such as land registries
— Providers of Lenders Mortgage Insurance
— The Australian Government Visa Entitlement Verification Online (VEVO) to verify your residency status. You should be aware that the government may use the information we provide to them to locate you if you're not entitled to be in Australia – **you consent** to us doing a VEVO check
— other people related to your account such as account signatories, joint account holders, primary card holders (where you are an additional card holder) or people who have authority on your account, as well as other persons necessary to execute your instructions
— your co-borrower where your individual offset account is linked to a joint home loan
— Brokers (including their support staff and any successors or assignees), Broker Head Groups (including any successors or assignees) or other third parties who provide you with services in relation to a home loan. This can be at the time of application and for the duration of your loan
— other service providers who help us deliver our home loans and other products and services. Please read our Privacy Statement at bankwest.com.au/privacy for more information about the types of service providers we use, what information we share with them and why we share it.

7. Direct marketing messages

We may contact you by phone, SMS, in writing or email using the details you have provided us to tell you about products and services we think may be of interest to you. If you do not wish to receive these messages, you can update your preferences in the Bankwest App.

Sometimes we use third party service providers such as marketing companies or mail houses to send messages on our behalf. We share your personal information with marketing companies or mail houses so they can send service or direct marketing messages to you, and make sure you do not receive messages that are not suitable for you or that you have opted out of.

8. Acknowledgement and Consent

You acknowledge the information in this Privacy Collection Notice and our Privacy Statement at bankwest.com.au/privacy.

You consent to us (where applicable):
— collecting your sensitive personal information to assess your credit application **(see part 1)**
— exchanging your personal information with credit reporting bodies to verify your identity **(see part 3)**
— obtaining a credit report about you where you are considering being a guarantor or security provider **(see part 3)**
— sharing your personal information including your consumer credit report with your guarantor or security provider **(see part 4)**

— exchanging your personal information with other credit providers **(see part 5)**
— doing a VEVO check to verify your residency status **(see part 6)**
— sending you direct marketing messages, but you can opt out of receiving them by updating your preferences in the Bankwest App or calling **13 17 19 (see part 7)**.

Name of Applicant	Signature	Date
Pedro Adrian Gayai SOLOMON	X	

Terms and Conditions

Bankwest, a division of Commonwealth Bank of Australia
ABN 48 123 123 124 AFSL / Australian credit licence 234945

We've broken down the terms and conditions that relate to your home loan, and any account extras you've chosen.

Please read and accept the terms and conditions below.

If the links below are not clickable after you download your loan documents simply copy and paste the full URL into your browser.
If you can't access these documents, please contact your Broker.

Your home loan

Read these documents together with your Home Loan Contract as they all form part of your contract.

Home Loan Terms and Conditions
https://www.bankwest.com.au/content/dam/bankwest/documents/legal-library/PDS_20030201-120000.pdf

General banking

General information about banking services that we provide including online banking and our commitments to you.

Account Access Conditions of Use
https://www.bankwest.com.au/content/dam/bankwest/documents/legal-library/PDS_20040121-154653.pdf

Banking Services Rights & Obligations
https://www.bankwest.com.au/content/dam/bankwest/documents/legal-library/PDS_20040121-155500.pdf

By signing, you agree to receive the documents through the links provided, and accept the terms and conditions relating to your home loan, account extras (such as an offset account), and general information about our banking services.

Signature _____ Date _____

Mr Pedro Adrian Gayai
SOLOMON

Bankwest Home Loan Contract

Bankwest Simple Home Loan

Principal and Interest Repayments

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Bankwest, a division of Commonwealth Bank of Australia
ABN 48 123 123 124 AFSL / Australian credit licence 234945

Digital Copy

Schedule

Credit Provider

Bankwest is a division of the credit provider, Commonwealth Bank of Australia ABN 48 123 123 124 AFSL / Australian credit licence 234945 ("the Bank")

offers to enter into a loan contract with:

Borrower ("you")

— Mr Pedro Adrian Gayai SOLOMON

The Bank's offer is made to you on the terms set out in this Schedule and in Part A and B of the Bank's "Home Loan - Terms and Conditions" Booklet. You should read both documents carefully.

This document does not contain all of the information we are required to give you before entering into a credit contract. The other information is in the booklet entitled "Home Loans - Terms and Conditions".

Offer Lapse Date

11 December 2025

or such other date as the Bank may agree ("**offer lapse date**"). By signing this offer and returning it to the Bank you will be taken to have accepted a loan from the Bank on the terms set out in this offer. If you do not return to the Bank a signed copy of this offer before the offer lapse date this offer will expire.

Disclosure Date

11 November 2025

Financial Table

Amount of Credit

$548,000.00

Annual Percentage Rate

The rate for your loan is the Bankwest Standard Variable reference rate - currently 8.25% per annum - less a discount margin of 2.66% per annum. This rate applies to the Unpaid Balance of your Loan Account commencing on the date the loan, or any part, is advanced. This rate is currently 5.59% per annum.

Repayments

Repayable over 30 years by 360 minimum monthly repayments of $3,142.50.

The first repayment is due one month after the date the loan, or any part, is advanced and later repayments are due on the same day in each subsequent month.

Fees and Charges Payable to the Bank (if ascertainable)

Only the upfront fees and charges are due before any part of the Loan is advanced.

Upfront Bank Fees and Charges

Application fee (unless you are eligible to receive Complete Home Loan Package Benefits and this is a Complete Home Loan Package eligible home loan)	$0.00
Legal fees	Not Ascertainable
Legal disbursements (not otherwise listed)	$350.00

Upfront Government Fees

These are payable to the Bank in reimbursement of Land Titles Office fees and charges. Government fees and charges are subject to change, you will be charged the actual fees that apply at settlement:

Mortgage registration fee	$238.14
Discharge of pre-existing mortgage registration fee	Not Ascertainable
Transfer of land registration fee	Not Ascertainable

Payable on a Periodic Basis unless otherwise agreed:

Offset account fee (payable from each Offset Account on the first business day of each month should you nominate to link an Offset Transaction Account to your Loan Account. This is not payable during any fixed interest rate period or if you are eligible to receive Complete Home Loan Package Benefits and you nominate the Offset Account to be linked to your Complete Home Loan) * Please note that the fee is payable only when you hold an Offset account.	$10.00 per month

Total Upfront and Ongoing Fees Payable to the Bank

$4,188.14

Note
This is a calculation of all upfront and ongoing fees and charges payable to the Bank over the life of the Loan (if ascertainable).

May Become Payable Upon Mortgage Discharge

Bank Discharge Fees

Preparation of each discharge document (where the Bank prepares the discharge)	$300.00
Discharge settlement attendance fee (payable on settlement if the Bank is required to attend a settlement)	$38.20 per occurrence
Third party fees (including legal fees) associated with the discharge	Not Ascertainable per occurrence

Government Discharge Fees

Payable to the Bank in reimbursement of Land Titles Office fees and charges if incurred by the Bank:

Discharge of mortgage registration fee	$238.14 per discharge

May or Will Become Payable

Bank Fees

Bank cheque fee (payable when you request a bank cheque)	$10.00 per cheque

Title production fee (payable when the Bank is requested to produce title documents)	$130.00 per dealing
Search handling fee (payable when the Bank is required to conduct a search)	$40.00 per dealing
Home loan portability fee (payable upon application to the Bank to substitute your existing security with another security)	$350.00 per substitution
Arrears notice fee (payable on notice that your account is in arrears, during the period the loan is in default)	$35.00 per notice
Default administration fee (payable on the monthly repayment due date, during the period that your loan is under administration due to being in default)	$50.00 per month
Loan increase fee (payable when you apply to increase the Amount of Credit or Credit Limit under an existing loan(s) unless: (i) an Application fee applies or (ii) you are eligible to receive Complete Home Loan Package Benefits and you are increasing any loan to a Complete Home Loan.)	$295.00

Other Fees

Fee for independent legal or financial advice (If the Bank requires you or any guarantor to obtain independent legal or financial advice as a condition of this Contract then the adviser may charge a fee.)	Not Ascertainable

Note
The Bank may without your consent change any information contained in the Financial Table except those annual percentage rates which are fixed.

End of Financial Table

Purpose of the Loan

Purchase Established Dwelling for Owner Occupier

Commission

— An initial and ongoing commission is payable by the Bank to CONNECTIVE LENDER SERVICES VIC for the introduction of credit business.

The amount of the initial and ongoing commission is not ascertainable. Details of the specific payments that your broker/introducer/referrer receives can be obtained directly from your broker/introducer/referrer.

The initial commission will be an amount of up to $3,918.20.

The table below provides an example of the maximum ongoing commission we pay to brokers (where applicable).

Period	Maximum commission rate paid to Broker Head Group*	Example of the commission amount paid to Broker Head Group** (Exclusive of GST)
Year 1	0.15 % p.a.	$595.97
Year 2	0.15 % p.a.	$586.90
Year 3	0.15 % p.a.	$577.37
Year 4+	0.20 % p.a.	$756.46

This is an example only. It does not show the actual ongoing commission paid for your loan.

* The actual rate of commission paid for your loan may vary based on your loan type and the individual Retail Origination Aggregator agreements.

** The figures provided are based on the following assumptions:
— Loan size of $400,000
— 30 year loan term with an interest rate of 5.00% p.a.
— The minimum repayments are made on a principal and interest basis and the loan remains fully drawn.

The actual ongoing commission payments are based on your average outstanding loan balance less any offset balances held against the loan during the period.

Credit-Related Insurance Financed By This Contract

The Bank does not know of any credit-related insurance to be financed by this Contract.

Security

The following security is to be taken by the Bank in relation to this Contract.

— A mortgage will be taken from Mr Pedro Adrian Gayai SOLOMON over property situated at 4 Satinay Close, MANOORA QLD 4870.

Disbursement Instructions

To: Bankwest	An amount for fees and charges financed by this loan contract as stated above in the Financial Table which is currently unascertainable.

The amount paid to the Borrower(s) will be the balance of the Amount of Credit after payment of all of the above amounts.

The Bank will disburse the Amount of Credit in accordance with the above instructions. If it is a condition of this Contract that other debts are repaid, it is your responsibility to ensure that those debts are repaid at or before the time the loan or any part of it is advanced.

Offset Account Percentage

You are entitled to nominate an Offset Transaction Account to be linked to your Loan Account with an Offset Account Percentage of 100%.

Special Conditions

The following Special Conditions, each of which is set out in Part B of the "Home Loans – Terms and Conditions" Booklet, form part of the terms and conditions upon which this loan is offered to you. The number denotes the particular clause of Part B:

— B.1

The following additional Special Conditions also apply:

— If you apply for the Online Redraw facility for use in conjunction with this loan, your use of this facility will be governed by the Account Access Conditions of Use which are available on the Bankwest website or by request.

— Any reference to "account" or a "nominated account" in the Account Access Conditions of Use will be taken to be a reference to this loan. Any reference to a "Product Schedule" in the Account Access Conditions of Use will be taken to be a reference to this Home Loan contract.

This offer is made on the Disclosure Date

Bankwest
For and on behalf of Bankwest

To accept this offer you must sign and return this offer to the Bank before the offer lapse date.

Do not sign this document unless you have received a copy of this document certified by the Bank as being a true copy together with a copy of the Bank's "Home Loan - Terms and Conditions" Booklet. By signing, you acknowledge you received these documents before you signed. If this is an Eligible Loan Account under the Complete Home Loan Package, you also agree, by signing, that you have received and accept the terms of the "Complete Home Loan Package Terms and Conditions".

Important

Before You Sign
READ THIS CONTRACT DOCUMENT so that you know exactly what contract you are entering into and what you will have to do under the contract.

You should also read the information statement:

— "THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT".
— Fill in or cross out any blank spaces.
— Get a copy of this contract document.
— **Do not sign** this contract document if there is anything you do not understand.

Things You Must Know
Once you sign this contract document, you will be bound by it. However, you may end the contract before you obtain credit, or a card or other means is used to obtain goods or services for which credit is to be provided under the contract, by telling the credit provider in writing, but you will still be liable for any fees or charges already incurred.

You **do not** have to take out consumer credit insurance unless you want to. However, if this contract document says so, you must take out insurance over any mortgaged property that is used as security, such as a house or car.

If you take out insurance, the credit provider can not insist on any particular insurance company.

If this contract document says so, the credit provider can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent.

If this contract document says so, the credit provider can charge a fee if you pay out your contract early.

Signature _____ Date ____/____/____

Pedro Adrian Gayai SOLOMON

Borrower's Authority and Instructions

bankwest

Bankwest, a division of Commonwealth Bank of Australia
ABN 48 123 123 124 AFSL/Australian credit licence 234945

Bankwest Reference Number
13786508

This form must be completed, signed and returned with your loan contracts.

Digital Copy

Section 1: Settlement representative contact details

Your settlement representative could be a settlement agent, conveyancer or solicitor. If you're using one, we'll need their contact details.

Are you using a settlement representative? ☐ Yes ☐ No (skip to section 2)

Please provide contact details for your settlement representative. Failure to complete this section may cause delays with your loan

Settlement representative name

Settlement representative phone

Settlement representative email

Section 2: Your contributions

This includes any funds needed to finalise your application beyond the approved loan amount — like your deposit, any personal contributions you're making to a construction, or any payment shortfalls.

We may debit contributions from your Bankwest account up to one business day before settlement. If you're transferring funds to a Bankwest account from another bank, or settlement is coming from another financial institution, please allow three business days to process. If the funds are not cleared in time, settlement/disbursal will be delayed and you may incur additional costs.

If the funds are available in your new loan account, we will take the funds from here.

If the funds are not available in your new loan account, please tell us how the contribution will be paid:

☐ Debited from the Bankwest offset account requested with this application or a linked application

☐ Paid by my/our settlement agent, solicitor or conveyancer

☐ Paid using funds held in the following linked application
Application reference number:

☐ Debited from the following Bankwest account *(funds cannot be taken from a Term Deposit, Telenet or Smart eSaver account)*

BSB
3 0

Account Number

Section 3: Surplus funds

There may be funds left over after your loan is disbursed. If so, we'll credit these back into the account you nominate below.

Are these details correct? It is your responsibility to check that the details you provide (including the recipient details, BSB and account number) are correct and to inform us immediately of any errors. We rely on the details you provide and may not undertake any further verification steps to confirm the recipient's details (including matching their account name). To reduce your risk of being scammed, you should also double-check the legitimacy of the transaction. If you enter the wrong details, funds may be sent to the wrong account, and we may not be able to recover funds from an unintended recipient.

Where should we deposit any surplus funds? (please select one)

☐ In my/our new Variable Rate home loan account.

☐ In my/our new Fixed Rate loan account (note: I/we acknowledge surplus funds cannot be accessed until the Fixed Rate term ends.)

☐ In my/our offset account linked to my/our new home loan account.

☐ In another Bankwest account (please provide the account details):

Account holder name:

BSB
3 0

Account Number

Section 4: Account holders declaration

- I/we authorise and request Bankwest to follow these instructions for settlement.
- I/we authorise Bankwest to deduct any Contribution funds required to finalise the loan from the home loan account.
- I/we request and authorise Bankwest to deduct from the home loan account any bank fees and charges payable in connection with the mortgage, as listed in my/our loan contract.
- I/we request and authorise Bankwest to deduct or pay from the loan proceeds any stamp duty, registration or other government fees or charges payable in connection with the mortgage.

Please ensure all borrowers include their full name, their signature and the date.

Signed by	Signature	Date
Mr Pedro Adrian Gayai SOLOMON	X	DD/MM/YYYY

Home Loan Repayments
Direct Debit Request Form

bankwest

Bankwest, a division of Commonwealth Bank of Australia
ABN 48 123 123 124 AFSL/Australian credit licence 234945

Digital Copy

Important information

- This form is used to tell us how you want to make repayments to your home loan.
- You can return this form with your loan mail pack.
  If you have an existing home loan, you can also email cs.supportingdocs@bankwest.com.au
- If you choose to email a copy of any documentation to us, you do so at your own risk. As emails are an unsecured means of communication, there is a risk your email could be viewed by others if it is intercepted or sent to an incorrect address and Bankwest assumes no responsibility for this. If you have any concerns about emailing information to us please provide it by other means.

Section 1 – Setting up your repayment

☐ **I'll set it up myself**

- You can choose to manually set up your home loan repayment yourself, either from the Bankwest App, Bankwest Online Banking or through your preferred financial institution. Section 6 of this form outlines things you may like to know before setting up your repayments. By ticking this box no further action is required on this form.

☐ **Set it up on my behalf** (Go to section 2)

- Complete this form for the repayment to be set up on your behalf.

Section 2 – Loan account details

Loan type (Fixed Rate, Bankwest Simple Home Loan etc.)		Loan Account or Application number	Loan amount
Bankwest Simple Home Loan P&I	**OR**	432-2283392	$548,000.00

Section 3 – Account to be debited

Where do you want the repayments to come from:

☐ Bankwest account ☐ Other financial institution name

Account holder name/s	BSB	Account number

You must be authorised to set up automatic repayments from the nominated account.

Section 4 – Payment frequency and amount

Please select one option:

☐ **Minimum Repayments** ☐ **Weekly** ☐ **Fortnightly** ☐ **Monthly** (Interest only loan can only be monthly)

This repayment amount will automatically adjust as your minimum repayment amount changes over time. Your repayment amount can change if your interest rate changes or an interest only loan switches to principal and interest.

OR

☐ **Fixed amount of $:** ☐ **Weekly** ☐ **Fortnightly** ☐ **Monthly**

Keep in mind, a fixed amount won't automatically adjust with any changes to your minimum monthly repayment. Message us in the Bankwest App to amend your fixed repayment amount.

Section 5 – Commencement date

If a repayment falls due on a non-business day it will be due on the next business day. If a repayment is due on the 29th, 30th or 31st of a month that doesn't have that date, the repayment will be due on the first business day of the following month.

If you've chosen monthly repayments, your first repayment will be one month after your settlement date. If you've chosen weekly or fortnightly frequencies, your first repayment will start either 7 days or 14 days after settlement. If you select weekly or fortnightly repayments given the variation in the number of days and weeks across different months, your account could enter arrears in some months.

To meet your minimum monthly repayment and to avoid potentially falling into arrears, you may choose to make an extra repayment to keep the account ahead. Refer to section 6 for further information.

Alternatively, you can choose to customise your preferred start date however this could result in your account falling into arrears if the minimum monthly repayment is not made prior to the due date. **Preferred start date (optional)**

Section 6 – Things you should know

How we calculate your minimum fortnightly and/or weekly repayments:

Direct debits are calculated using a 52-week formula to ensure the repayments are met on an annual basis.

For example: If your minimum monthly repayment is $1,000;

- A standard fortnightly payment will be calculated as follows:
  - Monthly payment of $1,000 x 12 months in a year, divided by 26 fortnights = $461.53
- A standard weekly payment will be calculated as follows:
  - Monthly payment of $1,000 x 12 months in a year, divided by 52 weeks = $230.76

This means that setting up weekly or fortnightly repayments could result in your account entering arrears in some months, given the variation in the number of days and weeks across different months.

To avoid potentially falling into arrears, ensure you have paid the minimum monthly amount by the monthly due date.

Section 7 – Privacy

Bankwest is collecting your personal information so we can help with your banking needs. Our Privacy Statement at bankwest.com.au/privacy explains the other ways we may collect, use and share your personal information, how to access your personal information and correct it when its wrong, how to make a privacy related complaint and how we deal with it.

Section 8 – Direct Debit Service Agreement

1. Bankwest, a division of Commonwealth Bank of Australia as Debit User will initiate direct debit payments in the manner referred to in the Direct Debit Request.
2. Debit payments will be made when due. Bankwest will not issue individual confirmation of payments made.
3. Bankwest will give the customer at least 14 days' written notice if Bankwest proposes to vary details of this arrangement, including the amount and frequency of payments.
4. If the customer wishes to defer any payment or alter any of the details referred to in the Direct Debit Request, the customer can message us in the Bankwest App, telephone the Bankwest Contact Centre on 13 17 19, or write to Bankwest at the following address: **Customer Services, GPO Box E237, Perth WA 6841**
5. Any queries concerning debit payments or disputed debit payments must be directed to Bankwest as Debit User in the first instance. Customers may obtain details of the claims process by contacting the **Bankwest Contact Centre on 13 17 19.**
6. Direct debiting is not available on the full range of accounts at all financial institutions. If in doubt, the customer should check with the financial institution before completing this Direct Debit Request.
7. The customer should ensure that the account details given in the Direct Debit Request are correct by checking them against a recent statement from the financial institution at which the account is held. If you are paying through an OFI account you authorise and request a Debit User to debit a Customer's account through BECS.
8. By signing this Direct Debit Request, the customer warrants and represents that he/she/they is/are dually authorised to request the debiting of payments from the account described in the Direct Debit Request.
9. It is the customer's responsibility to have sufficient cleared funds available in the account to be debited to enable debit payments to be made in accordance with this Direct Debit Request. The customer acknowledges that if there are insufficient funds to make a repayment, the loan account may fall into arrears.
10. If a debit payment falls due on any day which is not a business day, the payment will be made on the next business day.
11. If a debit payment is returned unpaid, Bankwest may charge the customer a fee for each unpaid item.
12. Customers wishing to cancel this Direct Debit Request or to stop individual debit payments must give at least 7 days' written notice to Bankwest Customer Services or the institution with which the customer holds the account as described in the Direct Debit Request. This may be arranged by message us in the Bankwest App, telephone the Bankwest Contact Centre on 13 17 19, or write to Bankwest at the following address: **Customer Services, GPO Box E237, Perth WA 6841**.
13. Except where the account or banking service terms and conditions permit disclosure, and except to the extent that disclosure is necessary in order to process debit payments, investigate and resolve disputed transactions or is otherwise or permitted by law, Bankwest will keep details of the customer's account and debit payments confidential.
14. I/We authorise and request Bankwest, a division of Commonwealth Bank of Australia (User ID No. 473,954 or 138471) until further notice in writing, to arrange for my/our account (as described in this form) to be debited as specified. If no amount is specified, Bankwest will debit your nominated account with an amount that covers the minimum repayment. Should your repayment type change from Interest Only to Principal and Interest, Bankwest will debit an amount to cover the minimum repayment.

Section 9 – Account Holder/s Declaration

If 'Set it up on my behalf' has been selected: By signing below I acknowledge that I have read and that I agree to the Terms and Conditions of the 'Direct Debit Service Agreement'.

If 'I'll set it up myself" has been selected: By signing below I acknowledge that Borrower 1 / Account Holder 1 has selected "I'll set up repayments myself" and if I want to establish my own direct debit arrangement I will do this separately (i.e. outside of this form). I understand that any reference to Account Holder in the below signing section (where I am to sign) is a reference to myself (and not as an account holder of any Bankwest account).

Account Holder 1	Date	Account Holder 2	Date
X		X	
Account Holder 3	**Date**	**Account Holder 4**	**Date**
X		X	

Lodger Details

For Office Use Only

THE BACK OF THIS FORM MUST NOT BE USED

MORTGAGE

Jurisdiction QUEENSLAND

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or interest being mortgaged

FEE SIMPLE

Land Title Reference	Part Land Affected?	Land Description
20980128		LOT 122 ON RP729498

Mortgagor

Given Name(s)	PEDRO ADRIAN GAYAI
Family Name	SOLOMON

Mortgagee

Name	COMMONWEALTH BANK OF AUSTRALIA
ACN	123123124
Australian credit licence	234945

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

a) Document Reference 722764231

b) Additional terms and conditions NIL

Mortgagor Execution

NOTE: Witnessing officer must be aware of their obligations under section 162 of the Land Title Act 1994.

Executed on behalf of PEDRO ADRIAN GAYAI SOLOMON

Signer Name PEDRO ADRIAN GAYAI SOLOMON

Full Name of Witness _____

Signature _____

Witness Signature _____

Execution Date _____

Witness Qualifications _____

Mortgagee Execution

Executed on behalf of COMMONWEALTH BANK OF AUSTRALIA
under power of attorney 714627339

Signer Name	
Signer Organisation	COMMONWEALTH BANK OF AUSTRALIA
Signer Role	MANAGER, GROUP LENDING SERVICES BANKWEST
Signature	
Execution Date	

Required for Bank Use Only



bankwest

Consumer Mortgage Memorandum of Common Provisions.

Important Information

The provisions contained in the following pages of this document form part of the mortgage which you are giving to Bankwest and are a copy (except as to page numbering) of the provisions of the following documents.

ACT Memorandum of Provisions filed at the Office of the Australian Capital Territory Registrar-General as Number 3272539.

NSW Memorandum filed at the Office of the New South Wales Department of Lands as Number AT426723.

NT Memorandum of Standard Terms and Conditions of Mortgage filed at the Office of the Northern Territory Registrar-General as Number 372387.

QLD Memorandum filed at the Office of the Queensland Department of Natural Resources and Mines as Number 722764231.

SA Memorandum of Standard Terms and Conditions of Mortgage filed at the South Australian Lands Titles Registration Office as Number 14123767.

TAS Memorandum of Provisions lodged in the Office of the Tasmanian Recorder of Titles as Number M735.

VIC Memorandum of Provisions filed at the Victorian Land Titles Office as Number AA9646.

WA Memorandum of Common Provisions filed at the Office of the Western Australian Department of Land Information as Number P713906.

Please read this document carefully and seek independent legal advice before you sign the mortgage.

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Mortgage Provisions

The provisions contained in this document form part of any mortgage given to the Bank which, by reference, incorporates them. The provisions apply whether the mortgage is given by a borrower as security for a loan made to the borrower by the Bank and/or by a guarantor as security for a guarantee of a loan made by the Bank to another person.

1. How to interpret this Mortgage

1.1 Definitions

In this mortgage, unless the context otherwise requires:

Amount Owing means at any time, all money which you owe the Bank for any reason, under or in relation to a Bank Document, where the money is or becomes owed now or in the future or actually or contingently, except as follows:

(a) if the Bank Document is regulated by the Credit Code, the Amount Owing will not include any amount in excess of the sum of your liability under that Bank Document and the Bank's Enforcement Expenses; and

(b) if the Bank Document is entered into after the date of this mortgage, the Amount Owing will not include any amount owing under the Bank Document, unless the Bank gives you a copy of the Bank Document and you acknowledge in writing that this mortgage extends to your obligations under that Bank Document.

Authorised Officer means a director, secretary or an officer of the Bank whose title contains any of the words 'Chief', 'Manager', 'Counsel', 'Director', Head, Company Secretary, Legal Advisor or a person performing the functions of any of them or any solicitor acting for the Bank.

Bank means Commonwealth Bank of Australia ABN 48 123 123 124 AFSL / Australian Credit Licence 234945 trading as Bankwest, its successors and assigns.

Bank Document means an agreement or arrangement under which you incur or owe obligations to the Bank or under which the Bank has rights against you and includes a guarantee and this mortgage and any other agreement which you acknowledge in writing to be a Bank Document for the purposes of this mortgage and includes any such agreement or arrangement as varied, replaced or novated.

Building Work means any work carried out to construct, complete, develop, reinstate, remove, alter or demolish any improvements or any excavation or earth works on the Property.

Credit Code means the National Credit Code in Schedule 1 to the National Consumer Credit Protection Act 2009 (Cth) and includes any instruments made under that Schedule and regulations made under that Act for the purposes of that Schedule.

Crown Land means land of the Crown (ie the State or Territory) occupied by a Person not as freehold but under a lease, licence or other right granted by the Crown (for example, land described as 'State Tenure' or 'Crown Lease').

Enforcement Expenses means the Bank's internal expenses and the Bank's external expenses reasonably incurred in taking possession of the Property or in taking other action to enforce the mortgage and includes expenses incurred in preserving or maintaining the Property after a breach of this mortgage by you (including for a failure to pay any insurance premium, rates and taxes payable for the Property).

The **Bank's internal expenses** include but are not limited to the Bank's internal lawyers' fees and expenses and internal administration costs.

The **Bank's external expenses** include but are not limited to barristers' fees, lawyers' fees and expenses, receivers' fee and charges, valuers' fees, real estate agents' commissions, licensed debt recovery agents' fees and commissions, process servers' fees, inquiry and other Bank agents' fees and charges.

Environmental Law means any law which has as one of its purposes or effects the protection of the environment.

Insolvent means being bankrupt, being wound up, or being subject to administration or receivership or any similar thing under law or otherwise being unable to pay debts when they fall due and 'Insolvency' has a corresponding meaning.

Land Law means any law of the State or Territory in which the Property is located applicable to this mortgage relating to the registration of mortgages, including a law adopting the "Electronic Conveyancing National Law", or to the giving of default notices prior to the enforcement of real property mortgages.

Licence includes any right, licence, entitlement, permit, approval, accreditation, certification, allocation, quota, certificate of registration or authority (for example, authority to develop the Property).

Mortgage means this mortgage of which this document forms part and any cover sheet, schedules and annexures.

Own in relation to land, means holding an estate or interest in land that can be mortgaged to us, for example, being the registered proprietor, the registered holder, the registered lessee or Crown lessee or the holder of an estate in fee simple, and **'Owner'** has the corresponding meaning.

Person includes an individual, a firm, a body corporate, an unincorporated association or an authority.

Property means each one or more of the following which the context allows:

(a) the land described in this mortgage;

(b) each fixture, structure or improvement on the land or fixed to it;

(c) your estate and interest in the land;

(d) any growing or mature or native crops on the land;

(e) each lease described in this mortgage, all of your estate and interest in the lease and any replacement or variation of the lease; and

(f) all rights and Licences attaching to the land or to your estate or interest in it including rights under any insurance policy, rights under any builder's warranty, guarantee or insurance relating to the Property or any Building Work, rights granted to you under any lease, and rights to claim or receive a payment of money by way of compensation because you Own or Owned the Property.

Security means any interest securing the payment of money or the performance of obligations including a mortgage, charge, lien, pledge, trust or power.

Title Documents means all certificates of title and other documents which demonstrate your ownership of the Property.

You means the Person or Persons named in the mortgage as the 'Mortgagor' and 'your' has a corresponding meaning. If the Person or Persons enters into this Mortgage as trustee of any trust or trusts, then it includes them in their personal capacity and in their capacity as trustee of the relevant trust or trusts. 'You' includes your executors, administrators and assigns.

1.2 Interpretation

The following rules also apply in interpreting this mortgage, unless the context otherwise requires:

(a) a singular word includes the plural and vice versa;

(b) 'including' or 'for example' when introducing an example does not limit the meaning of the words to which the example relates, to that example or examples of a similar kind;

(c) a reference to a document or agreement includes any variation, novation or replacement of it; and

(d) any thing (for example the Amount Owing) includes the whole and each part of it.

1.3 Multiple parties

If a party to this mortgage is made up of more than one person:

(a) an obligation of those persons is joint and several;

(b) a right of those persons is held by each of them severally; and

(c) any other reference to that party is a reference to each of those persons separately, so that, for example, a representation, warranty or undertaking is given by each of them separately.

2. Legislation

2.1 References to Legislation

A reference in this mortgage to any particular legislation is a reference to that legislation and any regulations or rules made under it and any legislation, regulation or rule which amends, re-enacts or replaces any of them in force for the time being.

2.2 Credit Code

This clause 2.2 applies only to the extent that the Credit Code applies to this mortgage and, to that extent, it is effective despite any other provision of this mortgage.

This mortgage is not to be read as:

(a) excluding, modifying or restricting any of the rights, powers, or duties conferred or imposed on the Bank or you by or under the Credit Code, except to the extent that the law allows;

(b) varying the provisions of the Bank Document secured by this mortgage in a way not allowed by the Credit Code;

(c) requiring or securing (or purporting to do so) the payment of an amount or the performance of an obligation beyond that allowed by the Credit Code; or

(d) including a provision which is void under the Credit Code.

This mortgage is to be read down (interpreted) to the extent needed to prevent it having those effects. If this cannot be done, it takes effect as if it did not include that part which cannot be so read down.

3. Your payment and other obligations

3.1 Bank Document

You must pay the Amount Owing to the Bank at the time agreed and in accordance with the terms of a Bank Document. If a time was not agreed, you must pay the Amount Owing when the Bank asks. The Bank will act reasonably when exercising this right.

3.2 Enforcement Expenses

If you breach any term of this mortgage and the Bank or any of its agents incurs Enforcement Expenses in enforcing the Bank's rights under the mortgage, you must pay to the Bank the amount of those Enforcement Expenses.

3.3 Other Obligations

You must promptly perform all your other obligations under any Bank Document including this mortgage.

4. What this Mortgage secures

This mortgage is security for payment to the Bank of the Amount Owing and you undertake the obligations set out in this mortgage in return for the things the Bank does when it enters into a Bank Document.

5. Title to Property

5.1 Confirm Ownership

You promise that:

(a) except for other interests noted on the certificate of title for the Property, you Own the Property or will Own the Property which you are mortgaging to the Bank by the time this mortgage takes effect;

(b) to the best of your knowledge no other Person, or claims, any rights in relation to the Property which are inconsistent with your own. Rights include easements, leases, beneficiary under a trust, other mortgages;

(c) all the information you have given to the Bank in connection with this mortgage and each Bank Document is materially correct, complete and not misleading;

(d) you have not withheld any information of which you are aware and which might have caused the Bank not to enter into this mortgage or a Bank Document (for example, material current or threatened legal proceedings relating to the Property); and

(e) you do not breach any law, any authority or any obligation to any other Person by signing this mortgage.

You acknowledge that the Bank relies on your promises when the Bank enters into this mortgage. You repeat these promises and acknowledge that the Bank relies on them each time you:

(a) ask the Bank for credit under a Bank Document; or

(b) accept an extension or variation of your liabilities under a Bank Document; or

(c) acknowledge that another agreement is to be a Bank Document.

5.2 Authority to Register

You authorise the Bank to do all things reasonably necessary to register this mortgage in accordance with the Land Law, including digitally signing an electronic counterpart of this mortgage to enable its electronic registration.

6. Your obligations in relation to the Property

6.1 Maintaining the Property

You must:

(a) keep the Property in good condition, and promptly fix any defect and damage;

(b) take all reasonable steps to ensure that any Building Work on the Property is completed properly;

(c) not do anything or allow anything to be done that might materially lower the value of the Property; and

(d) comply with and maintain all Licenses.

Anything that the Bank reasonably requires You to do in relation to your obligations to the Property, will be at Your cost.

You must not do any of the following unless the Bank agrees in writing (not to be unreasonably withheld):

(a) make any structural alteration to the Property;

(b) remove any structures from the Property; or

(c) do anything or allow anything to be done which might reduce the value of the Property.

6.2 Compliance with Laws

You must use your best endeavours to comply with all laws, orders, notices and the requirements of all councils and other government bodies in relation to the Property.

6.3 Environmental Laws

You must:

(a) promptly remedy any breach of Environmental Laws affecting the Property of which you are aware including, if required, removing any contaminant and cleaning up any unlawful contamination;

(b) take all reasonable steps to ensure that no contaminant is released or escapes from the Property; and

(c) tell the Bank promptly if you become aware of any breach of Environmental Laws, any notice, claim (including any native title claim) complaint or something similar which, if established, could adversely affect the value of the Property or of its interest in the Property.

6.4 The Bank may inspect Property

(a) On reasonable notice and at reasonable times, the Bank, and any one or more of its' agents, may enter the Property to:

(i) inspect its condition or any Building Work;

(ii) make reasonable enquiries in order to ascertain whether you are complying with this mortgage; or

(iii) where reasonably necessary, carry out the Bank's rights under this mortgage including to remedy any material breach of this mortgage by you.

The requirement to provide reasonable notice may be dispensed with in cases of emergency.

(b) Acting reasonably, the Bank or its agents may do anything which you should have done under this mortgage but which you have not done reasonably promptly and to the Bank's reasonable satisfaction, but it is not obliged to.

6.5 Compulsory acquisition of the Property

(a) If you become aware that the Property is or may be compulsorily acquired or resumed by any government body, you must promptly notify the Bank in writing, and keep the Bank fully informed in writing of all steps taken in relation to that resumption or acquisition.

(b) You must comply with any reasonable directions that the Bank gives you in relation to any resumption or acquisition and in relation to any right to compensation. Unless the Bank informs you otherwise, you must take all reasonable steps to ensure that the compensation money is paid to the Bank, who must deal with it in accordance with this mortgage.

(c) To reasonably protect its legitimate interests, the Bank may take over your rights to make, pursue or settle any such claim for compensation. The Bank will tell you if it wants to do so. The Bank may then exercise those rights at its discretion acting reasonably and having reasonable regard to your rights as Owner of the Property and the Bank's rights as mortgagee.

(d) If the Bank takes over any claim, you must do everything that the Bank reasonably asks to assist the Bank with the claim and the prompt resolution of the claim. The Bank will notify you of the outcome of any negotiations for compensation.

(e) If payment is made to you under any claim, you hold the money for the Bank and you must pay so much of that money to the Bank toward payment of the Amount Owing as the Bank reasonably requires and as soon as it asks you.

6.6 Rates and taxes

You must pay on time all amounts for which you are liable as the Owner of the Property, including rates, taxes, rents and levies.

6.7 Dealing with the Property

(a) You must not:

(i) (i) sell, mortgage or grant any interest in the Property or dispose of or vary your rights in relation to the Property;

(ii) (subdivide or consolidate the Property;

(iii) create, release or vary an easement, covenant or public right of way which relates to the Property or allow one to arise;

(iv) grant, dispose of, deal with, vary (or allow to be varied) any rights or benefits in connection with the Property relating to rights to air space, the plot ratio, floor space ratio or other similar ratio); or

(v) deal in any other material way with the Property, or this mortgage which is inconsistent with the Bank's rights as mortgagee (for example, by way of trust, assignment or novation).

(b) The prohibition in clause 6.7(a) applies unless:

(i) the Bank agrees in writing (not to be unreasonably withheld);

(ii) the Bank is prevented by law from limiting your power to do any of the prohibited things; or

(iii) in the case of you renting out the Property, you lease it to an individual for residential purposes and none of the following apply:

– the Bank Document is for a loan which we advanced to you to buy or build a home to live in on the Property;

– the term of the lease and any option for renewal, when added together, is or exceeds 3 years;

– the rent payable is less than that which you told us you expect to receive;

– the lease contains an option to purchase; or

– the tenant is a relative of yours or, if you are a corporation, is one of your directors or a relative of a director;

(c) The Bank's consent to any matter referred to in clause 6.7(a) may depend on whether the Bank are able to negotiate an acceptable agreement regarding the priority between this mortgage and the other party.

(d) You must do everything reasonably necessary to remove any caveat placed on the Property without the Bank's consent. (A caveat is a warning, noted in the official title register, restricting dealings with the Property, for example, its sale.)

6.8 Property Subject to Lease

If you hold the Property under a lease or a lease is or forms part of the Property, then:

(a) If the Bank asks, you must ensure that the lessor enters into an agreement with the Bank on terms acceptable to the Bank (acting reasonably) which will include giving the Bank the right to remedy any default by you before the lessor re-enters the leasehold premises;

(b) you must comply with your obligations under the lease;

(c) you must not, without first telling the Bank and obtaining our consent:

(i) grant or accept the surrender, forfeit or cancellation of the lease;

(ii) enter into or vary the lease in a way which materially adversely affects the value of the Property; and

(iii) if the lease includes the use of chattels, permanently remove any of the chattels from the premises (except for their repair or replacement in the ordinary course of business);

(d) you must tell the Bank promptly if an event occurs or is likely to occur which may result in the lease being surrendered, forfeited, cancelled or otherwise materially adversely affected; and

(e) if, under the terms of a Bank Document there will remain some of the Amount Owing at the end of the lease term, you must:

(i) apply for a renewal or extension of the lease:

(A) at the earliest date on which any option for renewal under the lease may be exercised; or

(B) in cases where there is no option or the time for its exercise has not arisen, no later than 12 months before the end of the lease term; and

(ii) do anything the Bank reasonably asks to provide us with effective Security over the renewed or extended lease or over any new lease.

6.9 Permanent residence

You must notify the Bank immediately if you no longer live permanently in the Property.

6.10 Protection of the Bank's interest in the Property

(a) If the Bank, acting reasonably, asks you to, you must sign any documents and take any other steps reasonably required on your part to:

  (i) ensure that the Bank has an enforceable mortgage over the Property;

  (ii) overcome any problems which affect the validity or enforceability of this mortgage; and

  (iii) enable the Bank to better exercise its rights under this mortgage.

(b) You must take such steps as the Bank reasonably requires and use your best endeavours to make sure that anyone else who claims to have an interest in the Property also takes the steps referred to in clause 6.10(a) as requested by the Bank.

6.11 Victorian Mortgages only

Any restraint on alienation provision in this Mortgage may only be exercised by the Bank for a valid collateral purpose.

7. Insurance

7.1 You must insure the Property

(a) You must insure the Property and any Building Work at all times against fire, storm, tempest, flood and any other risk that the Bank reasonably requires as follows:

  (i) with an insurance company and on conditions acceptable to the Bank for the Property's full insurable value;

  (ii) the full insurable value of the Property must be assessed on the basis of the estimated cost of reinstating or replacing all improvements, whichever is the higher figure, or any other amount as agreed to by the Bank in writing (not to be unreasonably withheld); and

  (iii) the Bank's interest in the Property as mortgagee must be noted on the insurance policy.

(b) Clause 7.1(a) does not apply if the Property is strata title or community title property and the owners corporation is required by law to maintain insurance over the Property. In that case, you must use your best endeavours to ensure that the owners corporation maintains whatever insurance it is required to by law and tell the Bank promptly if, for any reason, there is not adequate insurance cover over the Property.

(c) You must do all that you reasonably can to ensure that the insurance cover remains current.

(d) You must use your best endeavours to comply with the terms and conditions of each insurance policy.

7.2 You must provide insurance documents

(a) Whenever a policy is taken out or renewed, you must promptly give the Bank written details of the policy together with a copy of the policy document and the receipt for the current premium payment.

(b) You must give the Bank the following, whenever requested by the Bank:

(i) the original policy document;

(ii) a certificate of currency in relation to the insurance; and

(iii) any other documents that the Bank requires in relation to the insurance.

7.3 You must notify the Bank

You must notify the Bank promptly if:

(c) you have a right to a material claim for serious damage under any insurance policy related to or connected with the Property;

(d) anything happens which may result in the reduction, cancellation or lapsing of the insurance policy; or

(e) any material claim has been refused either in part or in full, or if there is a real likelihood of this occurring.

7.4 The Bank may exercise insurance rights

Subject to any notice obligation the Bank has under clause 8, the Bank may, either in your name or its own name, make any claims, conduct any legal proceedings and settle any claims in relation to any insurance taken out under this mortgage. The Bank will exercise its rights in a reasonable manner and taking into consideration your interests in the claim and its rights under this mortgage and the Security.

You will not do any of these things unless the Bank agrees in writing (not to be unreasonably withheld).

7.5 Proceeds of claims

(a) You must ensure that the benefit of any material insurance claim proceeds to which you are entitled is received by you or the Bank. If the proceeds are for serious damage to the Property and you receive them:

(i) you must notify the Bank promptly;

(ii) you hold the proceeds for the Bank and you must pay the Bank so much of them towards the Amount Owing as the Bank reasonably requires as soon as the Bank asks you; and

(iii) you must use them as the Bank reasonably directs, including to reinstate the Property or carry out other Building Works.

(b) When the insurance claim proceeds are paid to and held by an owners corporation, then:

(i) you must do your best to ensure that the proceeds are used to reinstate the Property or carry out other Building Works; or

(ii) if the strata scheme or community title scheme is terminated and you receive your share of the proceeds following the termination, you hold your share for the Bank. When the Bank asks, you must pay the Bank so much of your share as the Bank requires towards payment of the Amount Owing.

(c) If the Bank receives insurance claim proceeds, it may apply the proceeds of any claim towards payment of the Amount Owing as set out in clause 9 of this mortgage or towards restoration or rebuilding of the Property (including to carry out Building Work), unless the law requires otherwise.

8. Default

8.1 What amounts to default

You are in default if you do not pay any part of the Amount Owing when it is due for payment or you default under a Bank Document or this mortgage.

8.2 Bank to give notice

(a) If you are in default, and the Bank chooses to enforce this mortgage then, except in the cases described in clause 8.2(b), the Bank will give you written notice before doing so. The notice must:

(i) tell you what the default is; and

(ii) provide you with the opportunity to remedy your default (where permitted by law).

You will be deemed to have failed to remedy the default specified in the notice if, at the end of the time allowed by the notice, you have remedied that default but have committed another of the same type which you have failed to remedy

(b) The Bank does not have to give you the notice referred to in clause 8.2(a) or wait for the periods specified above where:

(i) the Bank believes on reasonable grounds that:

(A) it was induced by fraud or misrepresentation to enter this mortgage or a Bank Document; or

(B) it is necessary for the Bank to act to manage an immediate risk (whether credit, legal or reputational in nature), for example, urgent action is necessary to protect the Property, or you or a guarantor have not complied with the law or any requirement of a statutory authority giving rise to legal or reputational risk for the Bank; or

(C) it has made reasonable attempts to locate you without success; or

(D) it is authorised by a Court.

(c) For the purposes of any Land Law which requires that you must be in default for a certain period of time before the Bank gives you the notice and allows the period to be fixed in the mortgage, the period is fixed at one day.
If any law requires the giving of a period of notice or the expiration of a period of time before the Bank may exercise any of its rights under this clause 8 and that requirement cannot be excluded but the period of time may be shortened, the time is shortened to the greater of:

(i) the shortest period which is legally permissible; or

(ii) one day.

8.3 The Banks rights on default

If you default and the Bank has given you notice under clause 8.2 and you do not remedy the default within the time allowed in the notice, or you are in default and the Bank is not required to give you notice, acting reasonably, the Bank may do any of the following things, either in your name or in its name and without limiting any right the Bank has:

(a) decide the Amount Owing is immediately due and payable without further notice to you;

(b) exercise any right set out in this clause 8;

(c) exercise any other right that the law gives to a mortgagee in the circumstances;

(d) take any action in relation to the Property that you could take if the Property were not mortgaged; and

(e) do anything that the Bank believes is reasonably necessary to give effect to this clause 8.3.

8.4 The Bank's right to enter and take possession

If you default the Bank may take possession of all or any part of the Property by taking possession of that part, or by doing anything else that the law regards as equivalent to actually entering into possession. The Bank may withdraw from possession at any time after it has entered into possession.

8.5 The Bank's right to sell

If you default the Bank may sell the Property. The Bank has all of the same powers in relation to a sale of the Property that you would have if the Property was not mortgaged, and these powers extend to all arrangements that the Bank reasonably considers to be incidental to any sale.

8.6 Removal of items from Property

(a) You must remove from the Property anything that is not subject to this mortgage if:

  (i) you are in default and the Bank is entitled to take action to enforce this mortgage; and

  (ii) you are asked to do so by the Bank.

(b) If you do not remove the things referred to in clause 8.6(a) within 30 days of the Bank asking you to do so, it will consider that you have abandoned those things and you have no further claim to those things, and the Bank may:

  (i) remove them and place them into storage at your expense; or

  (ii) sell them or otherwise dispose of them.

8.7 The Bank does not lose rights

Acting reasonably, the Bank may exercise any of its rights under this clause 8 even if:

(a) it has received money from you after your default, if that money is not enough to remedy your default;

(b) it has negotiated with you after your default but has not agreed to postpone the exercise of its rights;

(c) it holds any other security in relation to the Amount Owing; or

(d) any other similar circumstances have arisen.

9. Miscellaneous

9.1 Payments to the Bank

(a) You must make all payments due to the Bank without deducting or withholding any amount for tax or any claim that you have against the Bank, except as described in clause 9.2.

(b) The Bank is only regarded as receiving any payment when it actually receives the amount of the payment in cash or cleared funds.

(c) The Bank may apply any money that it receives in relation to this mortgage:

  (i) first, to pay the Amount Owing (including the Bank's Enforcement Expenses); and

  (ii) second to pay any money claimed to be owing to the holder of any later mortgage or charge which is recorded on the certificate of title to the Property, in the order of priority appearing on the certificate of title or as otherwise agreed with the holder of the later mortgage or charge.

(d) In applying any money towards the Amount Owing, the Bank will apply the money to the Amount Owing in the following order:

  (i) first, towards any Enforcement Expenses;

  (ii) then, towards reasonable costs, fees and charges;

  (iii) then towards interest charges; and

  (iv) then towards any other amount owing.

(e) The Bank may pay any remaining money to you, or into a bank account in your name and in either case has no further liability in relation to the money.

(f) If money received represents proceeds from an insurance claim, the Bank may use the money to reinstate the Property to good condition, or carry out any other work reasonably required to reinstate the Property.

9.2 Setting off money

You must pay the Amount Owing in full without deducting or setting off amounts you believe the Bank owes you except to the extent:

  (i) you have a right of set off granted by law which the Bank cannot exclude by agreement; or

  (ii) the amounts are the subject of dispute resolution proceedings or court action.

9.3 The Bank may carry out your obligations

If you breach this mortgage, the Bank may rectify that breach, and you must reimburse the reasonable expenses incurred by the Bank in rectifying that breach. The amount that you must reimburse to the Bank must not exceed its reasonable Enforcement Expenses.

9.4 Government charges

You must pay all government charges including mortgage duty, debits tax and all other taxes and duties on this mortgage and on all payments and receipts under this mortgage.

9.5 Exercise of the Bank's rights

If the Bank does not exercise a right or remedy fully or at a given time, it can still exercise it later unless it has expressly agreed not to or it would be unconscionable to exercise that right or remedy later.

9.6 Power of attorney

(a) You appoint the Bank and each Authorised Officer (on the basis that any person appointed may act without the others) as your attorney. The attorney's powers are limited to those stated in clause 9.6(b). You may not revoke the power of attorney appointment.

(b) If you are in default, each attorney may

  (i) do anything which you may lawfully do and anything you are required to do under this mortgage;

  (ii) delegate their powers (including this power) and revoke a delegation; and

  (iii) exercise their powers even if this involves a conflict of duty. In these circumstances, the attorney will act reasonably in exercising their powers.

(c) If the Bank asks you to do so, acting reasonably, you must approve in writing anything the attorney does under this clause.

9.7 Who can exercise the Bank's rights

Any Authorised Officer may exercise the Bank's rights and powers under this mortgage.

9.8 The Bank may certify matters

(a) The Bank may make a written statement about any matter in relation to this mortgage, for example:

  (i) the amount of the Amount Owing at any particular time;

  (ii) debits, credits and balances of any of your accounts at any particular date;

  (iii) relevant rates of interest; and

  (iv) whether or not any particular thing has happened.

(b) A written statement signed by one of the Bank's Authorised Officers can be used as evidence of the current balance of your Facility, unless you decide to contest it.

9.9 The Bank to hold Title Documents

The Bank may hold all of the Title Documents and you must ensure that they are made available to the Bank.

If it is possible to be issued with a duplicate certificate of title, you agree not to request the issue of a duplicate certificate of title for The Property until discharge of this mortgage.

9.10 The Bank may transfer this mortgage

The Bank may transfer or otherwise deal with its rights under this mortgage without notifying you or obtaining your consent. If you receive notice of a transfer or dealing, you can exercise against the transferee the same rights you have against the Bank under this mortgage.

9.11 Supply of information to the Bank

(a) You must keep the Bank informed of all matters which are likely to significantly affect the Property or its value, or your ability to carry out your obligations under this mortgage. You must do so promptly on becoming aware of such matters.

(b) In addition to the requirements in clause 9.11 (a), you must give the Bank any information it reasonably requests about:

  (i) the Property; and

  (ii) your obligations under this mortgage.

9.12 Supply of information by the Bank

The Bank may give information about this mortgage and your obligations under it to any Person to whom the Bank proposes to transfer, or transfers, this mortgage or your obligations under it.

9.13 Releases do not affect your liability to the Bank

If the Bank releases any other person who may be liable to it in respect of the Amount Owing, that release does not affect your liability to the Bank and the Bank does not have to obtain your consent before releasing any other person. In this clause 9.13, release from liability includes any partial release.

9.14 Void or unenforceable transactions

(a) If any payment, security or other transaction in favour of the Bank in relation to the Amount Owing is found to be void or unenforceable or liable to be cancelled then the Bank has the same rights under this mortgage as if that transaction had never taken place.

(b) If the Bank has given a discharge of this mortgage on the basis of a void transaction, then the discharge is treated as having no effect and you must, if requested to do so, grant a fresh mortgage in favour of the Bank to replace the discharged mortgage.

9.15 Mortgage to remain binding despite changes

This mortgage continues until the Bank discharges it, and is not affected or discharged by any of the following:

(a) any payments or credits towards the Amount Owing;

(b) your death, bankruptcy, mental incapacity, receivership, administration, liquidation;

(c) your replacement as trustee (if you have entered into this mortgage as trustee); or

(d) if, pursuant to any law, any Person asks the Bank to refund a payment it has received in relation to the Amount Owing or this mortgage, then to the extent that the Bank is obliged to, or it reasonably agrees to, make a refund, the Bank may treat the original payment as if it had not been made. The Bank is then entitled to its rights against you under this mortgage as if the payment had never been made (for example, a trustee in bankruptcy or a liquidator may ask the Bank to refund a payment, or it has to repay a mistaken payment made to an account).

9.16 Relationship to other documents

This mortgage contains one or more references to a Bank Document, the terms of which do not affect any of the essential terms (land, parties, or term) of this mortgage.

9.17 No reliance on the Bank

If the Bank inspects the Property or has the Property inspected on its behalf and obtains a valuation or other report about the Property that report is made or obtained for the Bank's own purposes and not for you, and you must not rely on it in any way.

9.18 If you are a Trustee

If you are entering into this mortgage as the trustee of a trust you make the following promises:

(a) you are liable under this mortgage both personally and as trustee of the trust;

(b) you are entering into this mortgage for proper purposes of the trust;

(c) you have all necessary power and authority under the trust to enter into this mortgage;

(d) you have the right to be fully indemnified (reimbursed) out of the trust property in priority to the beneficiaries of the trust for all liabilities that you incur under this mortgage; and

(e) you have disclosed to the Bank full particulars of the trust as at the date of entering into this mortgage.

9.19 Continuation

If any term of this mortgage is found to be illegal, void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so), the remaining terms of this mortgage will continue to apply to the fullest extent possible as if the void or unenforceable part were not included.

9.20 Consents

The Bank will only refuse its consent if it is reasonable to refuse it. If the Bank gives its consent it may impose reasonable conditions. You must comply with the Bank's conditions in any consent it gives in connection with this mortgage.

9.21 Variation or Waiver

A term of this mortgage, or right created under it, may not be waived, replaced or varied except in writing made by the party or parties to be bound.

9.22 Governing Law and Jurisdiction

(a) This mortgage is governed by the law of the State or Territory in which The Property is located.

(b) You accept the jurisdiction of the courts of that State or Territory and all appellate courts hearing matters from that jurisdiction.

(c) If the court rules allow, the Bank may serve any document in a court action (including documents to commence the action) on you by delivering it to the Property or leaving it there. This clause 9.22 does not prevent any other permissible method of service.

10. Notices and communications

10.1 Communications to you

Whenever the Bank sends you a letter, notice or statement, or otherwise seek to communicate with you, the Bank will do so by any method permitted by law including by mail addressed to you at your last known address or business address known to the Bank as the case may be, or by the electronic means described in clause 10.2.

10.2 Electronic communications

Where you have given the Bank an email address, mobile phone number or other electronic address for contacting you, you agree that the Bank may satisfy any requirement under this mortgage or under any law or applicable code of conduct to provide you with information by any of the following means:

(a) electronic communication to your nominated electronic address;

(b) a SMS text message to a mobile number you have given the Bank for contacting you; or

(c) such other means as the Bank agrees with you.

Your agreement for the Bank to communicate with you by electronic communication may be cancelled by you at any time by notice to the Bank.

You must inform the Bank immediately of any change in your name or address including changes to your nominated mobile phone number or electronic address. You can do this by notifying the Bank in any way it reasonably agrees.

While you have agreed that the Bank can communicate with you by electronic communication, paper communications may no longer be given to you and you should regularly check your electronic communications for notices and statements from us.

10.3 Time of communication

Unless a later date is set out in the communication, the Bank's communication to you takes effect as follows:

(a) if given personally - on the date it is received by the person to whom it is addressed;

(b) if sent by post - on the date when it would have been received in the ordinary course of post; or

(c) if by an electronic method outlined in clause 10.2, - at the time when the electronic communication enters the first information system outside of the Bank (e.g. your or your internet services provider's information systems).

11. Special provisions

11.1 Units and community title properties

If the Property is strata or community title, Schedule 1 applies.

11.2 Crown land

If the Property is crown land, Schedule 2 applies.

11.3 Company title

If the Property is company title, Schedule 3 applies.

11.4 Building Work

If Building Work is carried out on the Property, Schedule 4 applies.

Schedule 1

Provisions which apply if the property is strata or community title property and includes any:

(a) subdivision and development of land with shared property;

(b) subdivision of buildings;

(c) management of land which is subdivided and has shared property; and

(d) management of subdivided buildings.

1. What you must do

(a) You must use your reasonable endeavours to comply with all laws including all relevant by laws or other owners corporation rules in relation to the Property.

(b) You must use your best endeavours to ensure that your rights are not varied in a way that adversely affects the Security or the Property and tell the Bank promptly if they are.

(c) You must notify the owners corporation of the Bank's interest in the Property if the Bank asks you to do so.

(d) You must use your reasonable endeavours to ensure that the owners corporation complies with its obligations (including keeping any shared property in good condition and maintaining insurances) and, where possible, ensuring that the insurance covers the Bank's interest.

(e) You must promptly tell the Bank of any proposal to vary, substitute or terminate the strata or community title scheme of which the Property forms part or any of its by-laws, rules or articles which may materially affect the value of the Property or the Bank's interest in the Property

(f) You must promptly give the Bank:

(i) full details of any material proposal or court proceeding or dispute which involves the owners corporation, the strata, the community title scheme or plan, or otherwise materially affect the building of which the Property forms part; and

(ii) a copy of all notices of meetings of the owners corporation and other meetings which materially impact the Property or the strata or community title scheme of which the Property forms part.

(g) You must take all steps and sign all documents reasonably necessary to enable the Bank to attend and vote, either on its behalf or your behalf, at any meeting of the owners corporation or other meeting affecting the strata or community title scheme. The fact that the Bank may appoint somebody to attend a meeting does not mean that that person has to attend or vote at that meeting. You must vote at any such meeting following any reasonable directions the Bank gives you to protect the Property, its value or shared property.

2. What you must not do

(a) You must not dispose of any interest that you have in:

(i) the owners corporation; or

(ii) the owners corporation property.

(b) You must not dispose of any right that you have to vote in relation to:

(i) the owners corporation; or

(ii) the strata or community title scheme of which the Property forms part.

(c) You must not support or approve of any resolution, plan or other proposal which adversely affects:

(i) the Property;

(ii) the owners corporation; or

(iii) any strata or community scheme of which the Property forms part.

(d) You must not vote at any meeting contrary to any direction given by the Bank.

(e) The Bank may agree in writing, that this clause 2 does not apply.

Schedule 2

Provisions which apply if the property is Crown Land.

1. What you must do

You must comply with all relevant legislation and do whatever is reasonably necessary to exercise any rights that you have in relation to the Property under relevant legislation.

2. What you must not do

You must not do or allow anything to be done which might cause your interest in the Property to be cancelled or otherwise affected or make any application or undertake any other procedure under the relevant legislation unless the Bank agrees in writing.

3. Conversion of interest

(a) If you have the right under any relevant legislation to convert your interest in the Property to a different kind of interest, then if the Bank asks you to, you must take all reasonable steps required on your part to convert your interest. After conversion of your interest you must give any fresh Title Documents to the Bank.

(b) If your interest in the Property is converted, you must, if the Bank reasonably asks you to, grant to the Bank a fresh mortgage over the Property, as security for the Amount Owing.

Schedule 3

Provisions which apply if the property is company title.

1. Special meanings of some words and expressions

Where this Schedule applies, the following words have the following special meanings in this mortgage (including this Schedule) although the same words and expressions have been given other special meanings in the mortgage where this Schedule does not apply:

Building means the building of which the Premises form part.

Company means the company in whose capital the Shares are held.

Premises means the premises that you are entitled to occupy as a result of your ownership of the Shares, being the premises more particularly described elsewhere in this mortgage.

Property means, depending on the context, either the Shares or the Premises, or both.

Shares means all of your interest in all of the company shares by which you are entitled to occupy the Premises, being the company shares more particularly described elsewhere in this mortgage, and includes any other shares in the same company which are held by you or which are acquired by you at any time in the future, and all present and future rights in relation to those shares held by you.

Title Documents means all share certificates and other documents regarded as proof of your ownership of the Shares or of your right to occupy the Premises.

2. Mortgage

As security for the Amount Owing you mortgage the Shares to the Bank.

3. Share certificates and share transfers

You must deposit with the Bank all Title Documents and a share transfer form (in a form acceptable to the Bank) in relation to the Shares, when you sign this mortgage. The share transfer form must leave the name of the transferee, the price and the date blank. You must do the same in relation to any Shares that you acquire in the future.

4. Default

(a) If you are in default, and the Bank asks you to do so, you must do everything reasonably necessary to ensure that the Shares are registered in the Bank's name, or any other name the Bank nominates.

(b) This clause 4 is subject to any obligation that the Bank has to give you notice.

5. What you must do

(a) You must comply with all laws in relation to the Property including the constitution of the Company.

(b) You must tell the Company of the Bank's interest in the Property and obtain any consents to the granting of this mortgage required by:

  (i) the Company; or

  (ii) its constitution.

(c) You must use your reasonable endeavours to ensure that the Company takes out any insurance in relation to the Premises or the Building that would normally be taken out by a prudent owner.
If possible, you must ensure that this insurance covers the Bank's interest.

(d) You must use your reasonable endeavours to ensure that your rights are not varied in a way that adversely affects the Security or the Property and tell the Bank promptly if they are.

(e) To the extent that it is possible to do so, you must take out any further insurance that the Bank reasonably requires in relation to:

  (i) the Premises; or

  (ii) the Bank's interest in them.

(f) You must promptly give to the Bank:

  (i) full details of any proposal or court proceeding or dispute which affects the Premises or the Building or which involves the Company; and

  (ii) a copy of any notices of meetings of members of the Company and of other meetings in relation to the Premises or the Building reasonably requested by the Bank.

(g) You must take steps and sign all documents reasonably necessary to enable the Bank to attend at any meeting of the members of the Company or other meeting affecting the Premises and vote, either on its behalf or your behalf. The fact that the Bank appoints somebody to attend a meeting does not mean that that person has to attend or vote at that meeting. You must vote at any such meeting following any reasonable directions the Bank gives you to protect the Property or its value.

6. What you must not do

(a) You must not dispose of or join in disposing of any interest that you have in any of the following:

(i) the Company;

(ii) the Company's property; or

(iii) any right that you have to vote in relation to the Company.

(b) You must not support or approve of any resolution, plan or other proposal which may adversely affect:

(i) the Premises;

(ii) the Building;

(iii) any resolution to amend the articles of association of the Company;

(iv) the rights of shareholders in the Company; or

(v) occupiers of the Building.

(c) You must not vote at any meeting contrary to any reasonable direction given by the Bank.

The Bank may agree in writing that this clause 6 does not apply.

7. Discharge

When the Bank is satisfied that all the Amount Owing has been paid in full, the Bank must, if requested to do so by you, sign any documents that you reasonably require to discharge the mortgage. You must pay the Bank's reasonable expenses in relation to the discharge.

Schedule 4

Provisions which apply if Building Work is carried out on the Property.

1. Special meanings of some words and expressions

Where this Schedule applies, the following words have the following special meanings in this mortgage (including this Schedule):

Building Work Right means:

(a) any insurance, guarantee or indemnity under any legislation; and

(b) any contractual or other right, in relation to Building Work (whether the Building Work is carried out before or after you sign this mortgage).

2. What you must do

(a) When Building Works are undertaken, you must:

(i) get all necessary approvals from authorities (and the owners corporation if the Property is part of a strata scheme or community title scheme) before you carry out the Building Works or enter into a contract to have them carried out;

(ii) comply with all laws, requirements of authorities, easements and covenants which affect the Building Works;

(iii) you must use your reasonable endeavours to ensure that the cost of the Building Works is in accordance with the amount stated in the contract (or any other amount which the Bank has agreed); and

(iv) ensure that the Building Works are completed in a competent and workmanlike manner within a reasonable time and in accordance with the contract for the Building Works.

(b) If the Bank lends you money for the Building Works, you:

(i) must obtain the Bank's consent to the contract for the Building Works. Such consent will not be unreasonably withheld;

(ii) agree that the Bank may enter into an agreement with the Person or Persons carrying out the Building Works on terms acceptable to the Bank (acting reasonably) including giving the Bank the right to remedy any default;

(iii) must promptly give the Bank copies of any notices received from any Person under any contract for the Building Works;

(iv) must promptly notify the Bank if any default occurs under any such contract;

(v) must use reasonable endeavours to comply with the terms of each contract for Building Works; and

(vi) must perform your obligations reasonably under any contract to perform Building Works.

(c) Without limiting the other clauses of this Schedule, you must give the Bank, within the time reasonably required by the Bank, all certificates needed to show that:

(i) any Building Work does comply with all these things; and

(ii) the Property may lawfully be used for the purpose that you have told the Bank it will be used for.

3. What you must not do

You must not agree to any contract to carry out Building Work being materially varied without the Bank's consent (which will not be unreasonably withheld).

4. Monitoring of Building Work

You agree that if the Bank monitors Building Work (such as inspecting or accepting any part of your construction or approving plans) the Bank does so for its own purposes and cannot be relied on by you.

5. Bank may enforce its rights against builders

(a) You must tell the Bank, as soon as you become aware of it, of any problem which might allow you or the Bank to make a claim under any Building Work Right.

(b) You must do whatever the Bank thinks is reasonably necessary to maintain the value of any Building Work Right or to get the benefit of any Building Work Right.

(c) If are you in default, the Bank may, acting reasonably ask you and you agree to:

(i) promptly transfer all your interest in the Building Work Right to the Bank as further security for the Amount Owing; and

(ii) tell other people (such as an insurer or builder) of the transfer if the Bank asks you to.

(d) You agree that the Bank does not have any obligations in relation to the Building Work Right.

6. If Building Work is not carried out properly

(a) You agree that the Bank is not liable for any loss:

(i) in connection with the Building Work that the Bank consents to (including loss arising out of plans or specifications which the Bank may approve); or

(ii) which arises because the Bank does not finish Building Work which the Bank takes over under clause 6(a) of this Schedule, except to the extent that the loss was caused by the Bank's fraud, negligence or willful misconduct.

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Bankwest, a division of Commonwealth Bank of Australia
ABN 48 123 123 124 AFSL / Australian Credit Licence 234945.

BWA-L8 281124

Certificate Of Completion

Envelope Id: 711C4CEE-5B17-4168-951B-ED926FED3EF6
Status: Sent
Subject: 13786508
Source Envelope:
Document Pages: 25
Signatures: 0
Envelope Originator:
Supplemental Document Pages: 24
Initials: 0
Bankwest No-reply
Certificate Pages: 3
AutoNav: Enabled
Ground Floor, Tower 1, 201 Sussex Street
EnvelopeId Stamping: Disabled
Sydney, NSW 2000
Time Zone: (UTC+08:00) Perth
digital.signing.noreply@bankwest.com.au
IP Address: 203.19.158.32

Record Tracking

Status: Original
11/11/2025 | 12:18
Holder: Bankwest No-reply
digital.signing.noreply@bankwest.com.au
Location: DocuSign

Signer Events	Signature	Timestamp
Pedro S psolo24@hotmail.com Security Level: Email, Account Authentication (None), Access Code, Authentication **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 11/12/2025 | 00:19
Security Level: Email, Account Authentication (None), Access Code **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
Colleague digital.signing@bankwest.com.au Security Level: Email, Account Authentication (None), Access Code **Electronic Record and Signature Disclosure:** Accepted: 07/02/2025 | 12:44 ID: 175e9195-d8ee-4518-80b5-943176713595 Company Name: Bankwest		

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Peter D peter@yourloanassist.com.au Security Level: Email, Account Authentication (None), Authentication **Authentication Details**	COPIED	Sent: 11/11/2025 | 12:19 Resent: 11/12/2025 | 00:19 Viewed: 11/12/2025 | 02:28

Carbon Copy Events	Status	Timestamp

SMS Auth:
Transaction: 6512181d-b714-40b1-8829-daa55fb7522d
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 11/12/2025 | 02:28
Phone: +61 409 294 642

SMS Auth:
Transaction: f8b1958d-f4b0-412f-b5e9-3b7961fb35ec
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 11/12/2025 | 02:29
Phone: +61 409 294 642

Electronic Record and Signature Disclosure:
Accepted: 06/20/2025 | 14:43
ID: 4dcedaad-2c1a-4a93-9d37-a4776e942751
Company Name: Bankwest

The Examiner

digital.signing@bankwest.com.au

Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:
Accepted: 07/02/2025 | 12:44
ID: 175e9195-d8ee-4518-80b5-943176713595
Company Name: Bankwest

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/11/2025 | 12:19
Envelope Updated	Security Checked	11/12/2025 | 00:19
Envelope Updated	Security Checked	11/12/2025 | 00:19
Envelope Updated	Security Checked	11/12/2025 | 00:19
Envelope Updated	Security Checked	11/12/2025 | 00:19

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Below are the terms and conditions for reviewing and electronically signing your Bankwest loan documents through DocuSign. By signing electronically you understand and agree to all terms listed within the documents provided.

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How to download a copy

You can download and print your Bankwest loan documents through DocuSign®. Please know that after you sign, your documents will only be available to download for 90 days. After that time they will expire, and you will need to contact Bankwest for a copy.

How to update your details

If you need to amend your loan documents, or your personal information has changed, you will need to contact Bankwest.

Switching to paper documents

If you do not wish to view and sign your loan documents electronically, please contact Bankwest. If you have completed the signing process electronically, you will not be able to then switch to paper documents for this application. If you have started signing, but haven't finished, you can switch to paper documents. Please contact your Lender or Broker.

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