

Information Memorandum

This document is intended to provide prospective investors with an overview of the project at 4 Karachi St, Riverstone and the investment opportunity it presents. It includes detailed information about the project, financials, risks, and potential returns. This Information Memorandum aims to assist investors in making an informed decision.

4 Karachi Street,
Riverstone 2765



Information Memorandum

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Riverstone NSW 2765



Important Information

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Issuer: by PV004 PTY LTD (ACN 674 988 811)

Project Manager: ProVest Management Group
Pty Ltd (ACN 675 181 629)

This document is about PV004 PTY LTD offering units in the Company. The units are like shares in the Company and come with certain rules and conditions. PV004 PTY LTD is not registered as a special type of Investment under the law.

To buy units, you need to fill out a form called a purchase application and pay for them. Some rules about who can buy units and where they can be sold apply in different places. You should check if you can buy units where you live.

If you want to buy units, you should know the rules and taxes in your area about buying, keeping, selling, and using money from units. Usually, people who are not citizens or residents of Australia can't buy units unless there's a special agreement.

PV004 PTY LTD and ProVest don't check if you can buy units. This document doesn't have all the details you might need. It's not personal advice, so you should make sure you understand everything before you decide to buy units.

You should read the Investment Agreement carefully to understand what you can do with your units and what you need to do. If the Investment Agreement and this document have different rules, the Investment Agreement's rules are the ones that count.

PV004 PTY LTD doesn't promise you'll get back the money you invest or make money from your Investment. Investing has risks, like losing money or not getting the returns you expect. You should think about these risks before you decide to invest.

This document is private and should only be read by the person it's given to. If there are translations, they are just for help, and the English version is the one that matters. Plans and pictures might change. If there are big changes to this document, a new one will be given to people who already have units.

Issued on the 28th of March 2024.

Letter to the Members

Dear Investor,

We are thrilled to present our latest property development project located at 4 Karachi Street, Riverstone NSW 2765. This project represents our commitment to creating wealth and empowering communities through strategic investments.

Situated near several points of interest, including Sydney Motorsport Park, Rouse Hill Regional Park, and Cumberland State Forest, our Riverstone project offers more than just financial returns. It provides an opportunity to invest in a vibrant community with access to recreational activities and natural beauty.

Like our Mount Druitt property, the Riverstone project operates on a Shariah-compliant, profit and loss sharing model, with all funds sourced from our members. This ensures that our community remains at the core of our endeavours.

Investors in the Riverstone project can expect returns of 9-15% per annum, secured by real estate and backed by our transparent unit trust structure. Additionally, the project's location allows investors to witness the progress firsthand, adding a sense of excitement and engagement to their investment journey.

If you're interested in learning more about the Riverstone project and how you can get involved, please don't hesitate to reach out to us. We would be delighted to discuss this exciting opportunity with you in more detail.

Thank you for considering investing in our Riverstone project. Together, we can build wealth and create a brighter future for our community.

Warm regards,

Zahir Hussain
Founding Director

Zahid Iqbal
Founding Director

Abdul Muhaimin Rehman
Founding Director

[Confidential - For Member Use Only]

Project Highlights

- Between 9% - 15 % (Estimated) Per annum return on Investment secured in real-estate project.
- Distributions will be paid upon completion of the project.
- Capital is secured with Investment in real estate.
- All members are made beneficiaries of a unit trust.
- Targeted 15-18 months completion of the project.
- Minimum purchase of 50,000 units (of \$1 for each unit)
- Fully transparent and authentic way of Investment in real estate.
- Maximum 20 members in the trust.
- The profit is calculated on a prorated basis at the project's completion.

Members Benefits

- On completion, if any of the members buy at market price, they will be entitled to a **discount of 0.5%** of the market price.
- Members have complete visibility of the project details and receive regular updates.
- Members will receive any **new project information** before it is marketed to new investors.
- A referral bonus of 0.1% of the Investment achieved due to the referral; conditions apply.

Unitholder Offer Information

Project Owner	PV004 Pty Ltd AFT PV004 Unit Trust
Project Management	ProVest Management Group Pty Ltd
Project Location	4 Karachi St, Riverstone, NSW 2765
Purpose of the project	Adding value to the land with the construction of a Duplex on separate titles and selling for a profit to achieve maximum ROI for members
Project deliverables	Duplex
Expected rate of return	Between 9%-12% PA (Estimated)
Profit distribution	Profit will be distributed (pro-rata) to unitholders upon completion of the project. Profit will be distributed based on the number of days the money was invested in the project.
Offer validity	Until the required amount of funds is received
Profit and Loss Sharing (PLS)	All members will share the profit and loss based on the proportion of Investment they make after all costs are paid off.
Investment term	15-18 Months from the settlement of the property
Minimum unit-holding	Minimum 50,000 units of \$1.00 each
Total funding needed	Up to AUD 2.0 million (Land + Construction estimate)
Exit Policy	<ul style="list-style-type: none"> • After the completion of the project or, • Member can introduce a replacement member**, or If there are any other members in the waiting list; they will be given the opportunity to replace the outgoing member.
Expected rate of return	<ul style="list-style-type: none"> • Between 9%-12% PA (Estimated)

*Your investment duration begins from the date when your funds are received and cleared into the project's nominated account.

** The unit price will be agreed upon between the existing and entering parties.

Management Scope and Responsibilities

<p>Project Initiation and Setup:</p>	<p><u>Initial -One off Tasks</u></p> <ul style="list-style-type: none"> • Setting up Unit Trust and its associated legal structure • Finalising Trust Deed and putting in title of the procured property • Setting unit trust accounts and other financial systems • Setting up Unit Register • Setting up Unit Trust forms <p><u>Tasks for properties</u></p> <ul style="list-style-type: none"> • Property Research • Conducting due diligence • Attending open homes and auctions • Evaluating various properties • Negotiating for the best purchase price • Meeting with the Solicitor and signing the paperwork. • Sharing the project information with potential members • Sending Unit applications • Issuing Investment Certificates • Dealing with Accountant for Tax Return, BAS, Financials • Dealing with the Revenue Department • Managing the Unit Trust and all its obligations
<p>Managing Construction/Value Add/ Renovation/Repairs as required and quality control</p>	<ul style="list-style-type: none"> • Adding new members if required • Project Planning and Feasibility Study • Design and Architectural Planning • Managing Demolition • Managing Subdivision • Managing Site Preparation • Coordination of Foundation and Infrastructure • Coordination of Construction and Quality Control • Coordination of Inspections and Approvals • Managing Landscaping and Exterior Finishes • Final Inspections and Closeout • Keeping all stakeholders updated on the progress
<p>Project Closure</p>	<p>Planning on the project closure for the best ROI Buying Back all issued units on the profitable price (actual price + profit) Paying out all members the benefits Closing the accounts Reporting to ATO and all Stakeholders. Closing the project</p>

Development Project Information

Our Team

PV004 Unit Trust is managed by ProVest Management Group Pty Ltd, which is owned by three founding directors:

1. Mr. Zahir Hussain – Trustee of PV004 Unit Trust
2. Mr. Abdul Muhaimin Rehman – Trustee PV004 Unit Trust
3. Mr. Zahid Iqbal – Member

Project Stakeholders

This project has multiple stakeholders.

- PV004 Unit Trust’s trustees
- PV004 Unit Trust beneficiaries

Risk and Risk Mitigation

All investments involve varying degrees of risk. While there are many factors that may impact the performance of any investment, the section below summarises some of the major risks that unitholders should be aware of when investing in the Company. Before investing, prospective unitholders should consider whether the Company is a suitable investment, having regard to their personal investment objectives, financial position, and particular needs and circumstances. Unitholders should also consider and take into account the level of risk with which they are comfortable, the level of returns they require, as well as their frequency and nature, and their investment time horizon. Unitholders should seek professional advice in setting their investment objectives and strategies. The risks described below are not exhaustive and whether a risk is specifically referred to in this section or not, that risk may have a material effect on the performance and value of the Company. However, the extensive experience of our team allows us to pre-emptively mitigate these risks and adequately handle any unexpected challenges that may arise.

General Risks

Market Risk

This refers to the risk that negative movements in the overall property market and any market to which the Company is exposed may impact on the capacity to recover fully the amount invested in these markets. The Company will monitor general economic conditions by receiving regular reports on broad aspects of the Australian economy and the effect of market and other events on various categories of industries and properties. The Company will consider general market conditions in assessing investments.

Liquidity Risk

All funds invested in this Company will be deployed to undertake the development project. As such, the Company will be illiquid throughout the investment term until the exit strategy can be realised. As a result, unitholders will be unable to withdraw from the Company until the end of the project. Unitholders will only be entitled to the income generated by the sale of the completed properties. There is no secondary market for shares, and it is unlikely that any active secondary market will develop. Unitholders should only consider an investment in the Company if they are not likely to require access to their Investment before the completion of the project as specified in this Information Memorandum.

Mandate Risk

The Company will be undertaking this property development in accordance with its mandate. Unitholders will have no direct control over the property development process nor how capital within the Company is utilised.

Regulatory Risk

There is a risk that the Company's operations may be negatively affected by changes to government policies and regulations. Although unable to predict future policy changes, the Company and Project Manager intend to manage this risk by monitoring and reacting to any potential regulatory and policy changes.

Taxation Risk

There is a risk that the taxation treatment of the Company will reduce the returns received by an unitholder. Unitholders should obtain their own advice regarding the taxation implications of an investment in the Company.

Limited control by Unitholders

Unitholders will not be able to control or participate in the day-to-day operations of the Company. They will not be able to make investments or other decisions on behalf of the Company or have any role in transactions for the Company.

Management Risk

The degree of success of the Company will depend on the expertise and experience of the Company employees and the Project Manager. There can be no guarantee that employees will continue to be employed by the Company or Project Manager or will be dedicated to the activities of the Company. The past performance of the Company and Project Manager or their staff is not necessarily indicative of future performance. Despite all the efforts in the pursuit of the investment objectives by the Company and Project Manager, there can be no guarantee that these objectives will be successfully met.

Property Development Risks

Delay Risk

Many of the necessary outcomes in undertaking a property development are outside of our direct control. It is possible that third parties, such as architects, planners, engineers, realtors, and local authorities, may not complete their work in the agreed-upon timeframes. Failure of these third parties to adhere to timeframes will affect the overall timeframe of the development and may cause delays. We compensate unitholders for any delays a project may experience by providing additional returns beyond the targeted amount.

Environmental Risk

Changes to or unforeseen environmental, archaeological, and ethnographic conditions and requirements may impact the progress and costs of the project. This may result in reduced returns to unitholders. The Company will mitigate this risk by evaluating the development site and engaging an independent land surveyor to provide a report on the site to determine development suitability.

Construction Risk

Investments in the Company may be used for property construction projects, and there are specific risks associated with this type of project.

These risks include:

- Insolvency of the builder,
- construction or development costs can exceed budgeted costs, and the developer may be unable to complete the projects unless the developer can obtain further funds,
- Funds kept in reserve to complete the projects are insufficient to meet the cost of completion.

The Company may manage this risk and its elements by:

- ensuring a guaranteed maximum price building contract from reputable and established builders who have experience in the type of proposed construction to be executed between the builder and borrower,
- bulk-buying materials in advance to protect against shortages and price inflation,
- ensuring that the projects are employing standard construction techniques and that adequate building insurance cover is in place,
- monitoring all construction loan draw-downs to ensure that there are always sufficient funds remaining to complete the projects. To facilitate this, an independent quantity surveyor or construction cost manager may be appointed prior to the commencement of the projects.

The Company will also require the developer to include a contingency factor on total construction costs in the debt funding required for each project. There is also a risk that the completion of a project could be delayed. The Company may, at its discretion, extend the term of the Investment in the event that the completion of a project is delayed. This may result in capital and income returns to unitholders also being delayed.

Contractor and third-party Risk

Contractors and third parties engaged to perform works on a project could become insolvent or default under their contracts which may lead to delays or impact on the viability of a project. The Company will mitigate this risk by selecting contractors with a solid financial position and proven historical performance, backed by Director guarantees, and by ensuring the appropriate insurance policies are in place.

Sales Risk

The primary exit strategy for this Investment is the sale of the developed properties. It may be more difficult than anticipated to sell the properties or to achieve the anticipated sales price/s. In the event that the properties remain unsold for more than six months after the registration of titles, the Company may implement a secondary exit strategy, such as repurchasing unitholders' shares or refinancing the development to generate the required liquidity to pay unitholder capital and returns.

Local Government Laws and Regulations Risk

The Company will try its best to plan for the development accordingly the current in place planning zones, but have not control if the development approvals, and are subjects local councils approvals.

How to Become a Member

1. Complete unit application form,
2. Submit application form along with your ID documents,
3. Review and sign an agreement,
4. Deposit Funds into the designated bank account of the Unit Trust.

Project Updates

Regular project updates will be provided to unit holders on a monthly/quarterly basis and in annual general or extraordinary meetings.

Other Information

Payments

The Company can only accept electronic funds transfers from an Australian bank, building society, or credit union account in the name of the unitholder. Cash or cheque payments will not be accepted. The bank account details are contained in the Investment Agreement.

Electronic Instructions

Unitholders can provide instructions on their account and Investment to the Company by electronic communications, via email. In respect of electronic instructions, the Company will not accept an instruction unless it is accompanied by the scanned signature(s) and/ or Company seal of the unitholder(s). Only instructions received from an unitholder or a person authorised by the unitholder will be accepted by the Company. Unitholders must comply with any security or verification procedures required by the Company from time to time. The Company and its related parties, officers, employees, consultants, advisers, and agents will Information memorandum. assume that any instructions received in respect of an unitholder's Investment has been authorised by the unitholder, and the Company and its related parties, officers, employees, consultants, advisers, and agents will not investigate or confirm that authority (unless the Company is actually aware that the instruction was not authorised). The Company may refuse to act on any instructions until the validity of the instructions have been confirmed, and the

Company (and its related parties, officers, employees, consultants, advisers, and agents) will not have any liability to the unitholder or any other person for any consequences resulting from not acting on the instruction. If an unitholder chooses to provide electronic instructions, the unitholder releases the Company and its related parties, officers, employees, consultants, advisers, and agents from any claims and indemnifies those parties against all costs, expenses, losses, liabilities or claims arising from any payment or action those parties make based on instructions (even if not genuine) that any of those parties receive and which they reasonably believe are genuine, including as a result of gross negligence or willful default by any of those parties. Each unitholder also agrees that neither the unitholder, nor anyone claiming through the unitholder, has any claim against the Company and its related parties, officers, employees, consultants, advisers, and agents in relation to acting on instructions received (authorised by the unitholder or otherwise). Please be careful. There is a risk that fraudulent requests can be made by someone who has access to an unitholder's account information. The Company may vary the conditions of service of any communications at any time by providing notice, either in writing, by email or other electronic communication.

Privacy Policy

In applying to buy units, you are providing the Company and the Project Manager with certain personal details (your name, address, etc). This information is used to establish and manage your Investment in the Company. If you do not provide the Company with your contact details and other information, then it may not be able to process your application to invest. Under the Privacy Act 1988 (Cth), you can access personal information about you held by the Company, except in limited circumstances. Please let the Company know if you think the information is inaccurate, incomplete, or out of date. You can also tell the Company at any time not to pass on your personal information by advising it in writing. Under various laws and regulatory requirements, the Company may have to pass-on certain information to other organisations, such as the Australian Tax Office or the Australian Transaction Reports and Analysis Centre (AUSTRAC). By applying to units, you give the Company permission to pass information it holds about you to other companies which are involved in helping it administer the Company, or where they require it for the purposes of compliance with AML/CTF law or in connection with the holding of Application Money. The Company may also use your information to provide you with details of future investment offers made by it or the Project Manager. The Project Manager is also obliged, under their agreements with the Company, to adhere to the Company's Privacy Policy.

Agreement with Unitholders

The Investment Agreement sets out the terms and conditions under which it operates, as well as many of the rights, liabilities, duties and obligations of unitholders, the Company, and the Project Manager. It also sets out the manner in which unitholder meetings will be convened and

conducted. The Company may amend or change the Investment Agreement in accordance with the Investment Agreement. The Investment Agreement also addresses the following:

(a) Termination of Company The Company will terminate 80 years after its start date, but may be terminated earlier by the Company notifying unitholders of the date of termination.

(b) Company's role, obligations and rights The Company's duties and obligations to unitholders are imposed, and functions and powers conferred by, the Investment Agreement, the Corporations Act, and general law. Examples of the Company's powers include acquiring and disposing of the Company's assets, entering into agreements, and borrowing and raising money.

(c) Company's indemnity and limitation of liability The Company has the right to be indemnified out of the assets of the Company on a full indemnity basis in respect of any matter, unless it has acted fraudulently, with gross negligence, wilful default, or has materially breached the Investment Agreement. The Company is not entitled to be indemnified out of the assets of the Company for its overhead expenses.

Anti-money Laundry Laws

The Company is required to comply with AML/ CTF Law. This means that the Company will require potential Unitholders to provide personal information and documentation in relation to their identity when they invest in the Company. The Company may need to obtain additional information and documentation from Unitholders to process applications or subsequent transactions or at other times during the period of the Investment.

The Company may need to identify:

- an unitholder prior to purchasing units in the Company. The Company will not issue units until all relevant information has been received and an unitholder's identity has been satisfactorily verified.
- anyone acting on behalf of an unitholder, including a power of attorney. In some circumstances, the Company may need to re-verify this information.

By applying to invest in the Company, unitholders also acknowledge that the Company may decide to delay or refuse any request or transaction, including by suspending the issue or withdrawal of shares in the Company, if it is concerned that the request or transaction may breach any obligation of, or cause the Company to commit or participate in an offence under, any AML/CTF Law, and the Company will incur no liability to unitholders if it does so. RELATED PARTY TRANSACTIONS The Vendor of the development site and the nominated builder are not related parties of the Company, Project Manager, or any of their officers, employees, consultants, advisers, or agents. Transactions with third parties will be conducted on an arms-length commercial terms.

Material Agreements

The Vendor of the development site and the nominated builder are not related parties of the Company, any of their officers, employees, consultants, advisers, or agents. Transactions with third parties will be conducted on arms-length commercial terms.

Authorized Representatives

Unitholder provides the authorised representative's details on the Investment Agreement. An unitholder can cancel the appointment of its representative at any time by providing the Administrator with 14 days written notice. Information memorandum. An unitholder's authorised representative can do everything that the unitholder can do in relation to its Investment in the Company, including appointing another authorised representative. If an unitholder instructs the Company to accept instructions from its authorised representative, the unitholder releases the Company and their related parties, officers, employees, consultants, advisers and agents from any claims and indemnifies those parties against all costs, expenses, losses, liabilities or claims arising from any payment or action those parties make based on instructions (even if not genuine) that any of those parties receive from the unitholder's authorised representative and which they reasonably believe are genuine, including as a result of gross negligence or wilful default by any of those parties. Each unitholder also agrees that neither the unitholder, nor anyone claiming through the unitholder, has any claim against the Company and their related parties, officers, employees, consultants, advisers and agents in relation to acting on instructions received (authorised by the unitholder or otherwise). The Company may vary the conditions of service of any communications at any time by providing notice, either in writing, by email or other electronic communication.

Disclaimer

The information in this Information Memorandum is general information only and does not take into account your financial situation, objectives or needs. The information can change and may be updated or replaced from time to time. Unless the changed information is materially adverse, the Project Manager may not always update or replace this Information Memorandum to reflect the changed information. You should check if there is any updated information before you join.



Enabling Everyone to Invest in Property

Our Aim

Provest Management Group aims to find investment opportunities for community members who do not have sufficient funds to pursue Investment on their own or would like experts to work on their behalf.