**Warranty – SMSF Fund**

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| **Lender:** | **BC Invest Loans Pty Ltd (ACN 646 785 211)** |
| **SMSF Trustee:** | **<<Bordetallnames>> ACN <<BORDET1ACN>>** |
| **SMSF Fund:** | **<<BORDET1TRUSTNAME>>** |
| **Mortgaged Property:** | **<<PROPDETALLSECADD>>** |

I, **<<Guarantor2Fullname>>** warrant as follows:

1. I am a director of the SMSF Trustee, the trustee for the SMSF Fund.
2. The SMSF Fund is a complying regulated superannuation fund within the meaning of the *Superannuation Industry (Supervision) Act 1993* (Cth) (**the** **SIS Act**).
3. The SMSF Trustee warrants that the SMSF Fund:

### has not breached the ‘sole purpose test’ within the meaning of the SIS Act;

### has complied with the requirements relating to ‘arms-length dealings’ within the meaning of the SIS Act;

### has not breached the prohibition against charging assets in the *Superannuation Industry (Supervision) Regulations 1994* (Cth).

1. The SMSF Fund has the power to acquire real estate, borrow money, charge assets of the SMSF Fund to secure repayment of that money, and provide indemnities.
2. The whole of the deposit and the whole of the balance of the purchase money for the Mortgaged Property will be paid by the SMSF Trustee as trustee for the SMSF Fund.
3. The acquisition of the Mortgaged Property is not a prohibited ‘related party transaction’ within the meaning of the SIS Act and will not cause the SMSF Fund to breach the ‘in-house asset’ provisions of the SIS Act.
4. The acquisition of the Mortgaged Property and the loan agreement between the Lender and the SMSF Trustee are within the written investment strategy of the SMSF Fund.

**DATED** /sig1date/

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| /signature1/ |  |  |
| Signature of director of SMSF Trustee |  |  |
|  |  |  |
| <<Guarantor2Fullname>> |  |  |
| Name of director |  |  |
| <<Guarantor2Addressline1>>, <<Guarantor2Suburb>> <<Guarantor2State>> <<Guarantor2Postcode>> |  |  |
| Address of director |  |  |

**Warranty – Mortgaged Property**

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| **Lender:** | **BC Invest Loans Pty Ltd (ACN 646 785 211)** |
| **Bare Trustee:** | **<<GUARANTOR1FULLNAME>> ACN <<GUARANTOR1ACN>>** |
| **Bare Trust** | **<<GUARANTOR1TRUSTNAME>>** |
| **SMSF Trustee:** | **<<Bordetallnames>> ACN <<BORDET1ACN>>** |
| **SMSF Fund:** | **<<BORDET1TRUSTNAME>>** |
| **Mortgaged Property:** | **<<PROPDETALLSECADD>>** |

I, **<<Guarantor2Fullname>>** warrant as follows:

1. I am a director of the Bare Trustee, the trustee for the Bare Trust.
2. The Bare Trustee in its capacity as trustee for the Bare Trust has or will grant a mortgage over the Mortgaged Property in favour of the Lender to secure a loan made by the Lender to the SMSF Trustee.
3. I have not created or allowed to arise by any act or omission, any unregistered interest in the Mortgaged Property (or any part of it) by deed, licence, lease, contract or in any manner, written or otherwise other than has been expressly disclosed to the Lender.
4. The boundaries of the Mortgaged Property are as shown on the certificate of title to the Mortgaged Property and no person is adversely possessing any part of the Mortgaged Property.
5. There are no caveats, mortgages, charges, liens, rights of way, easements, encroachments or other encumbrances or any other matters or rights of which I am aware, which affect the Mortgaged Property but which are not disclosed on the certificate of title to the Mortgaged Property as at the date of this warranty.
6. There are no buildings, improvements or fixtures on the Mortgaged Property which belong to any other person or which any person has the right to remove (other than those items belonging to a tenant (if applicable)).
7. I have not received notification from any government department or instrumentality, local municipality, statutory authority, owner’s corporation or any other person that the Mortgaged Property (or any part of it) is affected by any orders, plans, proposals, notices, requisitions or any other matter whatsoever, except the usual rate notices and no special rates or levies have been declared or imposed upon the Mortgaged Property.
8. The Mortgaged Property is zoned for the purpose for which it is used and proposed to be used and the Mortgaged Property is not being used in contravention of the provisions of the relevant planning scheme or municipal by-laws.
9. There are no arrears of rates, fees, taxes or levies due and payable on the Mortgaged Property other than those that will be paid on or before settlement.
10. All buildings and improvements on the Mortgaged Property and any alterations and additions thereto, including the building of drainage and sewerage services, have been erected or made in compliance with the relevant rules, regulations or statutory provisions and the necessary inspections and approvals, including final inspections, by the responsible authority or authorities have been obtained.
11. I am not aware of any latent defect affecting the Mortgaged Property or of any structural improvements, alterations or additions which are defective.
12. I am not aware of any pending legal proceedings (including family law claims) in respect of the Mortgaged Property.
13. I acknowledge that the Lender is relying on these warranties and it is on the basis of these warranties that the Lender has agreed to provide the financial accommodation to the SMSF Trustee.

**DATED** /sig1date/

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| /signature1/ |  |  |
| Signature of director of Bare Trustee |  |  |
|  |  |  |
| <<Guarantor2Fullname>> |  |  |
| Name of director |  |  |
| <<Guarantor2Addressline1>>, <<Guarantor2Suburb>> <<Guarantor2State>> <<Guarantor2Postcode>> |  |  |
| Address of director |  |  |