

Bare Trust Deed

Prepared by:

PGGLegal
PG Gell Legal Services Pty Ltd

Copyright © 2013-2020 Reckon Docs Pty Ltd

Copyright in this document ("Document") is owned by Reckon Docs Pty Ltd. No part of the Document may be reproduced in Australia or in any other country by any process, electronic or otherwise, in any material form or transmitted to any other person or stored electronically in any form without the prior written permission of Reckon Docs, except as permitted by the *Copyright Act 1968*.

When you access the Document you agree:

- Not to reproduce all or any part of the Document without the prior written permission of Reckon Docs;
- Not to make any charge for providing the Document or any part of the Document to another person or in any way make commercial use of the Document without the prior written consent of Reckon Docs and payment of a copyright fee determined by Reckon Docs;
- Not to modify or distribute the Document or any part of the Document without the express prior written permission of Reckon Docs.

Document Version: **SBADAETDEPGG-1.05.02-2561805**

Disclaimer

The template for this Document has been prepared by PGG Legal not by Reckon Docs. Neither Reckon Docs nor PGG Legal warrant or represent that this Document is accurate or complete. Neither PGG Legal nor Reckon Docs nor their employees accept any liability for any loss or damages of any kind whatsoever arising as a result of use of this Document. When accessing the Document you must rely on your own judgment and the advice of your own professional advisers as to the accuracy and completeness of the Document.

Bare Trust Deed

This Deed is made on the Date of this Deed as described in the Schedule.

Parties

Between

The person or persons, entity or entities named and described in the Schedule as the Bare Trustee.
(‘the Bare Trustee’)

And

The person or persons, entity or entities named and described in the Schedule as Fund Trustee.
(‘the Fund Trustee’)

Recitals

The Bare Trustee has acquired or intends to acquire the Investment described in Section 5 of the Schedule (‘the Investment’) as bare trustee (such trust now referred to as ‘the Trust’) for the Fund Trustee as trustee of the Self-Managed Superannuation Fund described in Section 2 of the Schedule (‘the Fund’) and in accordance with the terms of this Deed.

Provisions:

1. The Trust is established and will take effect upon execution of this Deed.
2. All monies required for the purchase of the Investment will be provided by the Fund Trustee and the Bare Trustee will at all times, hold the Investment in trust for the Fund Trustee.
3. The Fund Trustee has the beneficial interest in the Investment and in all the earnings, profits or gains accrued or to accrue in respect of the Investment at all times;
4. The Bare Trustee or the Bare Trustee’s successor will effect the transfer of the Investment to the Fund Trustee for nil consideration as and when directed by the Fund Trustee following the making of one or more payments by the Fund Trustee after acquiring the beneficial interest in the Investment in accordance with the *Superannuation Industry (Supervision) Act 1993*.
5. The Bare Trustee has been authorised by the Fund Trustee to complete any documents giving effect to any purchase, sale and registration of transfer of the Investment as instructed by the Fund Trustee.
6. All dealings with the Investment including the exercise and performance of all the rights duties and powers relating to the Investment will be exercised by the Bare Trustee only as directed by the Fund Trustee.
7. The Bare Trustee will grant a mortgage or charge over the Investment if requested by the Fund Trustee and not otherwise. The Bare Trustee shall have the power to grant indemnities and to enter into guarantees to secure the borrowings of the Fund Trustee used to fund the acquisition of the Investment referred to in the Schedule.
8. The Bare Trustee agrees to limit any rights of indemnity it may have as against the Fund Trustee and the Fund for the purposes of s67A(1)(d) of the *Superannuation Industry Supervision Act 1993* to the Investment (as the acquirable asset for the purposes of that section) only, and not to other assets of the fund of which the Bare Trustee is trustee.

9. The Bare Trustee indemnifies the Fund Trustee for any loss incurred by the Fund Trustee incurred by any breach by the Bare Trustee of the terms of this Deed or for any act, omission, fraud, misrepresentation or default of the Bare Trustee or its servants or agents under the terms of this Deed.

Schedule

1. **Date of this Deed:** 19 / 06 / 2020
DD / MM / YYYY
2. **Fund Name:** D M Sayes SMSF
3. **Bare Trustee:** D M Sayes BTT Pty Ltd
ACN 639 685 297
4. **Fund Trustee:** D M Sayes SMSF Pty Ltd
ACN 639 685 279
5. **Investment:** 5/53-55 GOVERNOR MACQUARIE DRIVE CHIPPING NORTON
Please print details of Investment NSW 2170

Execution

Executed as a Deed.

EXECUTED by
D M Sayes BTT Pty Ltd
ACN 639 685 297
as Bare Trustee
in accordance with section 127 of the
Corporations Act 2001 by its Directors
or Director and / or Secretary:

DAVID M SAYES

Please print name of Director / Sole Director*

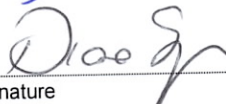
DIANA M SAYES

Please print name of Director / Secretary*

* Delete as appropriate



Signature



Signature

19 10 2020

Date

EXECUTED by
D M Sayes SMSF Pty Ltd
ACN 639 685 279
as Fund Trustee
in accordance with section 127 of the
Corporations Act 2001 by its Directors
or Director and / or Secretary:

DAVID M SAYES

Please print name of Director / Sole Director*

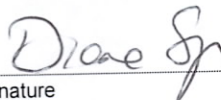
DIANA M SAYES

Please print name of Director / Secretary*

* Delete as appropriate



Signature



Signature

19 10 2020

Date