

**SCHEDULE 1
M6ACCF8079**

Item 1	Date	
Item 2	BOQ Specialist	BOQ Specialist – a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian credit licence No. 244616
	Address	Level 22 “The Chifley Tower”, 2 Chifley Square, Sydney NSW 2000
	Facsimile	1300 131 400
	Email	client.service@boqspecialist.com.au
Item 3	Customer	Hareesh Thippeswamy
	Address	8 Rivermoor Loop, Riverton WA 6148
	Date of Birth	19/10/1979
	Facsimile	
	Email	
	Trust details	Name of Trust: Thippeswamy Superannuation Fund Trust Deed with Hareesh Thippeswamy and Pratheem Lobo as trustee.
	Customer	Pratheem Lobo
	Address	49B Bashford Street, Jurien Bay WA 6516
	Date of Birth	25/04/1980
	Facsimile	
	Email	
	Trust details	Name of Trust: Thippeswamy Superannuation Fund Trust Deed with Hareesh Thippeswamy and Pratheem Lobo as trustee.
Item 4	Facility limit	\$945,000.00
Item 5	Facility Type	<input checked="" type="checkbox"/> Fixed Rate Loan <input type="checkbox"/> Variable Rate Loan
Item 6	Margin	Not Applicable
Item 7	Term	36 months
Item 8	Purpose	To assist in the acquisition of Commercial Property located at 43 Wellington Road, Morley WA 6062.
Item 9	LVR	90%

Item 10	Repayment schedule	<p>The <i>facility</i> must be repaid on the <i>expiry date</i>.</p> <p>The <i>expiry date</i> is the day that is 36 months after the <i>drawdown date</i>.</p> <p>Until the <i>facility</i> is fully repaid <i>you</i> must make 36 principal and interest repayments followed by one payment of the End Amount (specified below).</p> <p>The first principal and interest repayment is due on the day that is one month after the <i>drawdown date</i> and then on the same date each month until the <i>expiry date</i>.</p> <p>Each payment that includes principal is calculated on an amortising basis such that the <i>principal outstanding</i> on the <i>expiry date</i> is the End Amount.</p> <p>At the date this <i>facility</i> is offered the monthly principal and interest repayments calculated at the <i>interest rate</i> are \$5,928.92 and the End Amount is \$891,606.93 (indicative).</p> <p>Subject to this document and unless we otherwise agree, <i>you</i> will not be entitled to redraw any part of the <i>advance</i> repaid.</p>
Item 11	Fees and Charges	<p>Documentation Fee payable by <i>you</i> before the <i>facility</i> is drawn down: \$750.00</p> <p>Other fees and charges payable to <i>us</i> are set out in the <i>fee schedule</i>.</p>
Item 12	Discount Rate	2%
Item 13	Prepayment	<p>If the <i>facility</i> is repaid in full prior to the <i>expiry date</i> <i>you</i> must pay to <i>us</i> certain termination fees in accordance with clause 7. Subject to this document and unless we otherwise agree, <i>you</i> will not be entitled to redraw any part of the <i>advance</i> prepaid.</p>
Item 14	Guarantor Address Facsimile Email Trust details	Hareesh Thippeswamy 8 Rivermoor Loop, Riverton WA 6148 Not Applicable
	Guarantor Address Facsimile Email Trust details	Pratheem Lobo 49B Bashford Street, Jurien Bay WA 6516 Not Applicable

	<p>Guarantor</p> <p>Address</p> <p>Facsimile</p> <p>Email</p> <p>Trust details</p>	<p>43 Wellington Rd Freehold Morley Pty Ltd ACN 623 514 189</p> <p>8 Rivermoor Loop, Riverton WA 6148</p> <p>Name of Trust: 43 Wellington Rd Freehold Morley Bare Trust</p> <p>Trust Deed with 43 Wellington Rd Freehold Morley Pty Ltd ACN 623 514 189 as trustee.</p>
Item 15	Security	<p>First Registered Real Property Mortgage by 43 Wellington Rd Freehold Morley Pty Ltd ACN 623 514 189 as trustee for 43 Wellington Rd Freehold Morley Bare Trust over the property located at 43 Wellington Road, Morley WA 6062.</p> <p>Guarantee and indemnity granted by Hareesh Thippeswamy, Pratheem Lobo and 43 Wellington Rd Freehold Morley Pty Ltd ACN 623 514 189 as trustee for 43 Wellington Rd Freehold Morley Bare Trust.</p> <p>The <i>security</i> described above may be registered either in the name of Bank of Queensland Limited ABN 32 009 656 740 or in one of its subsidiaries, nominees or agent.</p> <p>Subject to any limit agreed to by BOQ Specialist, the Customer and each Guarantor (if any) acknowledges and agrees that the <i>securities</i> granted by it secure the payment of all moneys and the performance of all obligations under the <i>facility</i> (as varied or rescheduled from time to time) and all other amounts owing to Bank of Queensland Limited ABN 32 009 656 740 (including amounts owing to any person acting as its agent or nominee or to a division of the bank).</p>
Item 16	Jurisdiction	Western Australia
Item 17	SMSF Trust Details	<p>Name of SMSF: Thippeswamy Superannuation Fund</p> <p>Trust Deed with Hareesh Thippeswamy and Pratheem Lobo as Trustee.</p> <p>Name of SMSF Trustee: Hareesh Thippeswamy and Pratheem Lobo</p>
Item 18	Special conditions	<p>Evidence of funds to pay GST / Stamp Duty on purchase.</p> <p>Executed Direct Debit Authority.</p> <p>Credit reference checks on the Customers and the Guarantors are to be satisfactory to BOQ Specialist in all aspects.</p> <p>Certified copies of identification for Hareesh Thippeswamy and Pratheem Lobo to be provided prior to settlement.</p> <p>Confirmation of professional membership.</p> <p>A copy of the executed contract of sale confirming 43 Wellington Rd Freehold Morley Pty Ltd ACN 623 514 189 as trustee for the 43 Wellington Rd Freehold Morley Bare Trust as purchaser is to be provided to BOQ Specialist's panel solicitor prior to settlement.</p>

		<p>Certified copy of the original executed trust deed for the 43 Wellington Rd Freehold Morley Bare Trust to be reviewed and found acceptable by BOQ Specialist's panel solicitor prior to settlement.</p> <p>Certified copy of the original executed superannuation trust deed for the Tippeswamy Superannuation Fund to be reviewed and found acceptable by BOQ Specialist's panel solicitor prior to settlement.</p> <p>The asset being purchased is to be one which the superannuation fund trustee is permitted to acquire and hold in accordance with the SIS Act.</p> <p>The acquisition is to be at market value (at arms length transaction) and the applicant is to provide a copy of the signed lease/tenancy agreement to confirm that the property is being let on commercial terms.</p> <p>The superannuation fund must be a complying fund under the SIS Act.</p> <p>The trustee of the asset trust must be a corporation specifically incorporated for this transaction and not have previously traded.</p> <p>An acceptable valuation instructed by BOQ Specialist indicating a value of at least \$1,050,000.00.</p> <p>Certificate of Currency over the subject property to be obtained at settlement with Bank of Queensland Limited's interest noted. Please note Bank of Queensland Limited's interest is not required to be noted on insurance for strata properties or public liability.</p> <p>The maximum loan to value ratio must be the lesser of 90% of the purchase price or valuation amount of the security property.</p> <p>Written confirmation from Hareesh Thippeswamy's business partner indicating that they acknowledge that the borrower is purchasing the dental practice premises.</p>
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EXECUTION PAGE

Accepted by BOQ Specialist – a division of Bank of Queensland Limited ABN 32 009 656 740

[Signature box]

Signature of authorised person

[Name box]

Name of authorised person
(BLOCK LETTERS)

[Date box]

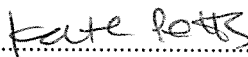
Date

EXECUTED BY THE CUSTOMER

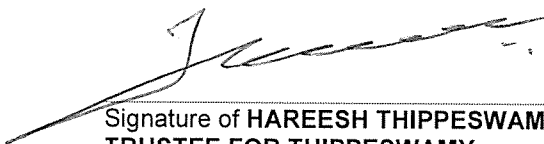
SIGNED by HAREESH THIPPESWAMY
AND PRATHEEM LOBO AS TRUSTEE
FOR THIPPESWAMY
SUPERANNUATION FUND in the
presence of:



Signature of witness



Name of witness (block letters)



Signature of HAREESH THIPPESWAMY AS
TRUSTEE FOR THIPPESWAMY
SUPERANNUATION FUND



Signature of PRATHEEM LOBO AS
TRUSTEE FOR THIPPESWAMY
SUPERANNUATION FUND

EXECUTED BY THE GUARANTOR

By executing this document, the *guarantor* confirms that:

- it has received independent legal and financial advice in relation to its entry into this document; or
- if it has not obtained such legal advice, declares that it has had the opportunity to obtain such independent legal and financial advice and has elected not to do so;
- it can refuse to sign this document;
- there are financial risks involved in signing this document (for example, it may become necessary for you to sell your assets so that you can pay us);
- if the *Code of Banking Practice* applies, the *guarantor* acknowledges that it may limit its liability under this document; and
- it can request information about the transaction or *facility* to be guaranteed (including any existing facility with us to be refinanced by a new facility).

SIGNED by HAREESH THIPPESWAMY
in the presence of:



Signature of witness



Signature of **HAREESH THIPPESWAMY**

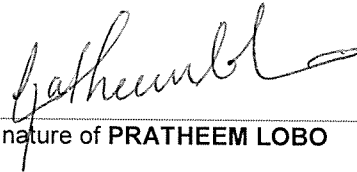


Name of witness (block letters)

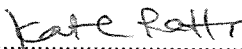
SIGNED by PRATHEEM LOBO in the presence of:



Signature of witness

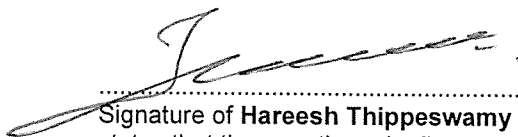


Signature of **PRATHEEM LOBO**



Name of witness (block letters)

EXECUTED by 43 WELLINGTON RD FREEHOLD MORLEY PTY LTD ACN 623 514 189 AS TRUSTEE FOR THE 43 WELLINGTON RD FREEHOLD MORLEY BARE TRUST in accordance with section 127(1) of the *Corporations Act 2001 (Cwlth)* by authority of its director:



Signature of Hareesh Thippeswamy who states that they are the sole director and sole company secretary of **43 Wellington Rd Freehold Morley Pty Ltd ACN 623 514 189** as trustee for the **43 Wellington Rd Freehold Morley Bare Trust**

AUTHORITY UNDERTAKING AND DIRECTION

To:

BOQ Specialist – a division of Bank of Queensland Limited (**Lender**)
Cooper Grace Ward (**CGW**)
(collectively **you**)

Re: Loan to Pratheem Lobo and Hareesh Thippeswamy as trustee for the Thippeswamy Superannuation Fund

In consideration of the Lender making the loan, the undersigned borrowers and guarantors (collectively **we**) agree as follows.

Completion of the Transaction Documents

1. We acknowledge receipt of the facility agreement for the lending, the mortgage and security documents and the terms and conditions for each of those documents.
2. We authorise you to complete all dates and blank spaces in documents (and to you initialling any changes on our behalf) executed by us and we agree to be bound by any such additions.
3. We authorise you to obtain information, documents and certificates or insurance from our existing financier, our body corporate, builder, builder's insurance company, our insurance company and any other person to allow the loan to proceed to settlement.
4. We authorise you to obtain any information relative to our loans including amounts of repayments, loan balances, payout figures of our accounts and if necessary priority arrangements.
5. We undertake to comply with any requisition in relation to the stamping and registration of any mortgage and security document and to any other document relevant to the transaction (such as a preceding transfer document or discharge) within seven days of receipt of your request.

Use of the Loan Moneys

6. You are authorised to deduct all fees and outlays (including loan application fees, valuation fees, documentation fees and legal costs) from the loan amount and to pay any additional fees or outlays incurred to complete the transaction.
7. CGW is authorised to deduct from funds held in its trust account for this loan all stamp duty, registration fees, requisition fees and legal costs and outlays payable in connection with the loan.
8. We authorise and direct the Lender and CGW as agent for the Lender to accept and disburse the loan moneys in accordance with the directions given (orally or in writing) by us or by our solicitors.
9. You are authorised to deposit all surplus moneys from our new loan facility to the following bank account (in this and the following paragraphs called the **account**) on the understanding that various bank processing times beyond your control may apply and that accordingly you are not responsible for any delay in the availability of the surplus funds in the account.

Name of Bank	Bendigo	Name of Branch	
BSB Number	633 000	Account Number	146242375
Name of account			

Our contribution from a bank account not held with the Lender

10. If the loan amount is insufficient to complete the transaction and we are to contribute the balance (**shortfall**) you are authorised and directed to withdraw the shortfall from the account and combine the withdrawn amount with the loan to facilitate settlement.

11. If the Lender pays the shortfall (which we acknowledge the Lender may or may not do solely at its discretion) in reliance of this document but there are insufficient funds in the account to cover the shortfall:
- (a) We agree the authority and direction in paragraph 10 constitutes an express request to the Lender to supply an overdraft facility of an amount equal to the shortfall (**overdraft**).
 - (b) We agree to repay the overdraft on demand.
 - (c) Pending the repayment of the overdraft, we agree to mortgage and do hereby further charge as security for the repayment of the overdraft, all our estate and interest in the real and personal property granted or already held as security for the loan.
 - (d) This request and authority being given for value is deemed to be irrevocable.

Shortfall of loan funds (Funds to complete the transaction)

12. We elect to use a BOQ Specialist Bank Account to provide for any funds required to complete the transaction to facilitate settlement.
13. We authorise and direct the Lender to debit any BOQ Specialist Bank Account in the account name below to meet a shortfall of monies required to complete the transaction to facilitate settlement:

Account Name *(can only be in the name of one or more of the Borrowers)*

14. We acknowledge that cleared funds must be available in our BOQ Specialist Bank Account on the day prior to the expected settlement date.


DATED the day of 2018

SIGNED by HAREESH THIPPESWAMY AND PRATHEEM LOBO AS TRUSTEE FOR THIPPESWAMY SUPERANNUATION FUND in the presence of:


Signature of witness

Kate Lotts
Name of witness (block letters)


Signature of **HAREESH THIPPESWAMY AS TRUSTEE FOR THIPPESWAMY SUPERANNUATION FUND**


Signature of **PRATHEEM LOBO AS TRUSTEE FOR THIPPESWAMY SUPERANNUATION FUND**

SIGNED by HAREESH THIPPESWAMY in the presence of:


Signature of witness

Kate Lotts
Name of witness (block letters)


Signature of **HAREESH THIPPESWAMY**

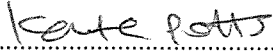
SIGNED by PRATHEEM LOBO in the presence of:



Signature of witness

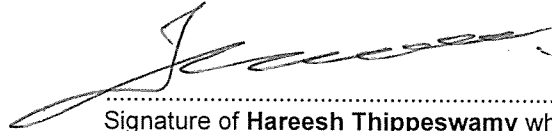


Signature of PRATHEEM LOBO



Name of witness (block letters)

EXECUTED by 43 WELLINGTON RD FREEHOLD MORLEY PTY LTD ACN 623 514 189 AS TRUSTEE FOR THE 43 WELLINGTON RD FREEHOLD MORLEY BARE TRUST in accordance with section 127(1) of the *Corporations Act 2001 (Cwlth)* by authority of its director:



Signature of Hareesh Thippeswamy who states that they are the sole director and sole company secretary of 43 Wellington Rd Freehold Morley Pty Ltd ACN 623 514 189 as trustee for the 43 Wellington Rd Freehold Morley Bare Trust

Certificate of Witness for Hareesh Thippeswamy

I, Kate Potts
[print full name of witness]

have identified Hareesh Thippeswamy and verified their signature using at least **two (2)** of the following which collectively must contain a **photograph** and a **signature**.

		Photograph	
		Yes	No
<input checked="" type="checkbox"/> Drivers Licence No. <u>6313410</u> [insert Licence No.]		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Passport No. _____ [insert Passport No.]		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Birth Certificate _____ [insert date and place of birth]		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Credit or ATM Card _____ [insert card type and No.]		<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Other <u>CRAA</u> [insert card type and No.]		<input type="checkbox"/>	<input checked="" type="checkbox"/>

[YOU **MUST** TICK AT LEAST TWO (2) BOXES]

WITNESS DETAILS

WITNESS:

- **MUST** be the same person who has witnessed the signing of the mortgage/security documents.
- **MUST** be at least 18 years of age and independent i.e. not a borrower, mortgagor or guarantor for the loan. Some states require a qualified witness for the mortgage document.

Occupation: Legal Practitioner
 Justice of the Peace/Commissioner for Declarations – No. _____
 Notary Public
 Other EC

Daytime Telephone No. of witness 9214 4506

The contents of this certificate are correct. I acknowledge that I may be contacted to verify the accuracy of this document.

Kate Potts
[Signature of witness]

3,4,18
[Date]

Direct Debit Request – Service Agreement

Our commitment to you: -

Drawing Arrangement:

- 1) We undertake to periodically debit your nominated account for any amount owing under your finance contract / facility agreement.
- 2) We will draw the required drawing on the due date. A drawing fee (currently \$1.99 including GST) will apply to the direct debit arrangement. If any drawing falls on public holiday or a non business day, the drawing will be debited to your account on the prior business day.
- 3) We will not change the amount or frequency of the drawings without your prior approval. The period of notice should we vary the direct debit agreement will be at least 14 calendar days.
- 4) We reserve the right to cancel the direct debit if three or more drawings are returned unpaid by your nominated financial institutions and to arrange with you an alternate payment arrangement.
- 5) We will keep all information pertaining to your nominated account at the financial institution, private and confidential.

Your Rights:

- 1) You may terminate the direct debit arrangements outright or stop a payment by giving us written notice or notice to your financial institution. Notice should be received by us at least 5 business days prior to the date.
- 2) You may request a change to the drawing amount and the frequency by contacting us and advising of your requirements no less than 5 working days prior to the date. Note any change does not alter your responsibility to meet the required payment owing under your finance contract. Where you consider that a drawing has been initiated incorrectly you may take the matter up directly with us or lodge a Direct Debit Claim through your financial institution.

Your commitment to us:-

Your responsibilities:

- 1) It is your responsibility to ensure that sufficient cleared funds are available in the nominated account to meet the drawing on its due date. Failure to do so may result in the drawing being dishonoured by your financial institution, and may incur a dishonour fee. In such circumstance we reserve the right to also charge a dishonour fee.
- 2) It is your responsibility to ensure the authorization given to draw on the nominated account is identical to the account signing instructions held by the financial institutions where the account is based.
- 3) It is your responsibility to advise us if the account nominated by you to receive the drawings is transferred or closed.
- 4) It is your responsibility to arrange with us a suitable alternate payment method if you wish to cancel the drawing.

DIRECT DEBIT REQUEST

To: BOQ Specialist – a division of Bank of Queensland Limited (ABN 32 009 656 740) (**BOQ Specialist**)
(user ID 359291).

I / We acknowledge that this Direct Debit Request is governed by the terms and conditions of the Direct Debit Request – Service Agreement received from BOQ Specialist.

I / We request that moneys due in terms of the repayment arrangements under the finance contract / facility agreement be drawn under the Direct Debit System from my/our account details below;

Customer Name: Pratheem Loboas and Hareesh Thippeswamyas trustee for the Thippeswamy Superannuation Fund

ABN / ACN (if Company): _____

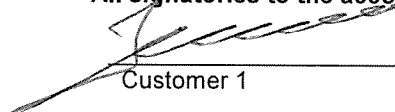
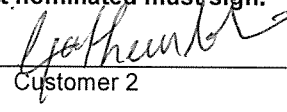
Account Holder (as per the statement): _____

BSB Number: 633 000

Account Number: 1462 42375

Financial Institution Name & Branch Bendigo.

All signatories to the account nominated must sign.

 _____ Customer 1	 _____ Customer 2	_____ Customer 3	_____ Customer 4
Date:	Date:	Date:	Date:



BOQ SPECIALIST

Distinctive banking

PRIVACY ACKNOWLEDGEMENT AND CONSENT

This form is issued by BOQ Specialist – a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian credit licence No. 244616.

APPLICATION

If your financial details change, including annual income and regular expenses, you acknowledge that you must give BOQ Specialist prompt notice of such changes. You acknowledge that BOQ Specialist relies on this information being kept up to date and complete.

You acknowledge and agree that the information that you provide in connection with your application for credit is true and correct and you have disclosed to BOQ Specialist all matters that are material to enable BOQ Specialist to assess your creditworthiness.

PRIVACY

Collection

BOQ Specialist collects, uses and discloses your personal information:

- if you have applied for a facility to enable it to assess the application for the facility, or your eligibility to be a guarantor in relation to the facility, including in assessing your credit worthiness;
- if you have applied for a facility to review the facility on a periodic basis or in connection with changes (e.g. credit limit), as though assessing a new application at that time;
- to verify your identity and carry out other checks as required by the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and the National Consumer Credit Protection Act 2009 (Cth);
- if you have applied for a facility and your application is successful, for the subsequent administration of the facility (including portfolio analysis, security, risk management, collecting overdue repayments and complying with BOQ Specialist's obligations at law);
- to enable it to undertake planning, product development, data mining or research;
- to produce its own assessments and ratings in respect of your credit worthiness;
- in connection with any potential or actual acquisition of an interest in BOQ Specialist and its related entities;
- for the investigation and prevention of crime, fraud and illegal conduct;
- to assist you in managing your debts and collect overdue payments; and
- to provide you with information about other products and services in which you may be interested.

In certain circumstances, BOQ Specialist may also be required to collect sensitive information about you, for example, when you make an application for assistance during periods of financial hardship caused by illness or injury. BOQ Specialist may collect this information from third parties, for example, a doctor or hospital.

You acknowledge that not providing the personal information may result in your application or the application of the person that has applied for products and services from us being rejected.

If you provide personal information about any other person, you will need to inform any third parties that their information is being collected by us and by signing this Acknowledgement and Consent, you agree to give that person a copy of this Privacy Acknowledgement and Consent.

Exchange generally

You understand and agree that we may exchange your personal information, including credit information, to the extent permitted by law, with:

- persons with whom you make a joint application or another person (if any) authorised to operate any credit facility;
- other financial institutions and credit providers for purposes including (i) assessing your application(s) for credit; (ii) notifying other credit providers of defaults; (iii) exchanging information about your credit status where you are in default with BOQ Specialist or another credit provider; (iv) assessing your credit worthiness at any time during or after the life of your credit arrangement; and (v) any other purpose authorised by law;
- BOQ Specialist's subsidiaries, related bodies corporate and other members of the Bank of Queensland Group and its related bodies corporate;
- its agents, credit managers and related service providers who assist BOQ Specialist in the management and administration of your application and the facility;
- its other agents and service providers (including without limitation organisations providing debt collection, mailing house, legal, accounting, business and financial consulting, loan management, archival, auditing, banking, marketing, advertising, delivery, recruitment, customer contact, information technology, research, utility, valuation, insurance (including lenders' mortgage insurance), data processing, data analysis, investigation or security services);
- your agents and representatives, including, without limitation, referees, brokers, guarantors and prospective guarantors, executors, administrators, trustees, guardians, attorneys, or financial or legal advisors;
- anyone for whom you are a beneficial owner, directors and any authorised signatories;
- anyone who introduces you to BOQ Specialist (such as a mortgage broker);
- partner organisations, including professional associations, organisations providing benefits to BOQ Specialist clients and suppliers of products or services requested by you but not provided by BOQ Specialist;
- Experien Insurance Services and its subsidiaries for the purpose of contacting you about their insurance services, unless you opt out;
- other entities to whom BOQ Specialist is, by law, required or permitted to provide information about you, including law enforcement authorities, government authorities, regulatory bodies, courts, external dispute resolution schemes and government registries, such as the Personal Property Securities Register;
- any guarantor or potential guarantor for the facility, in order for them to consider whether or not to act as guarantor or provide security; and;
- other entities that are authorised by you.

Some of the parties with which we exchange your personal information may be located outside Australia, in countries including South Africa, the United Kingdom, New Zealand, Philippines, India, Singapore and the United States of America. By entering into this agreement, you consent to overseas disclosures on this basis.

Exchange - credit reporting bodies

BOQ Specialist may exchange your personal information with credit reporting bodies (CRBs) in order to, for example, obtain a credit report about you for the purposes of assessing an application for consumer or commercial credit, disclose any failure by you to meet your payment obligations in relation to any credit facility, the fact that you have committed fraud or other serious credit infringement, and considering whether or not to accept you as a guarantor or security provider.

CRBs may include information that BOQ Specialist has provided them to other credit providers to assist them to assess your creditworthiness. You can ask a CRB not to disclose the credit information that it holds about you without your consent for a "ban period" of 21 days if you believe on reasonable grounds that you have been or are likely to be a victim of fraud, including identity fraud. If a ban period is active at the time you submit your application to enter into this agreement, or any time during the life of this agreement, you consent to BOQ Specialist accessing your credit information from a CRB.

CRBs may use your credit information to respond to requests from credit providers to "pre-screen" you for marketing. You can ask a CRB not to do this, although BOQ Specialist may still (unless you request otherwise) provide you with direct marketing.

The credit reporting bodies BOQ Specialist uses may include:

- Veda Advantage, whose privacy policy and contact details are available at www.veda.com.au/contact-us
- Dun & Bradstreet, whose privacy policy and contact details are available at www.dnb.com.au
- Experian, whose privacy policy and contact details are available at www.experian.com.au
- Tasmanian Collection Service, whose privacy policy and contact details are available at www.tascol.com.au

Marketing

Unless you opt out, you consent to BOQ Specialist using and sharing information about you with its related corporations to contact you on an ongoing basis by any means including telephone, email and other electronic message, to provide you information about BOQ Specialist's other products and services which BOQ Specialist thinks might be of interest to you. You acknowledge that you have the option to call BOQ Specialist at any time if you no longer want to receive such information.

Notifications

You also acknowledge that BOQ Specialist may send you Short Messaging Service (SMSs) for any purpose related to your application or facility, if approved. You acknowledge that BOQ Specialist will send these SMSs to any mobile phone number it has on record for you and that you need to contact BOQ Specialist if you want to nominate a different mobile number to be used.


Recording

You acknowledge that BOQ Specialist may keep records of communications including emails and telephone calls for purposes including training and verification.

Further information

If you have any questions, concerns or feedback about privacy, you may contact BOQ Specialist's Privacy Officer at GPO Box 2539, Sydney NSW 2001; privacy@boqspecialist.com.au; or by calling 1300 160 160. Where you raise any concerns that BOQ Specialist has interfered with your privacy, BOQ Specialist will respond to let you know who will be handling your matter and when you can expect a further response.

You understand that you can access BOQ Specialist's Privacy Policy via www.boqspecialist.com.au or on request. The Privacy Policy contains further details about how BOQ Specialist handles personal information and credit reporting information, and matters such as website privacy, credit reporting bodies used and your access, correction and complaint rights in relation to BOQ Specialist and those credit reporting bodies.

Full Name Hareesh Thippeswamy
<input type="checkbox"/> Applicant/Borrower <input type="checkbox"/> Guarantor
Home Address:
Date of Birth:
Signature X 
<input type="checkbox"/> I do not agree to 'Marketing' as described above.
<input type="checkbox"/> I do not agree to my Personal Information being disclosed to Experien Insurance Services and its subsidiaries as described above.

PRIVACY ACKNOWLEDGEMENT AND CONSENT

This form is issued by BOQ Specialist – a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian credit licence No. 244616.

APPLICATION

If your financial details change, including annual income and regular expenses, you acknowledge that you must give BOQ Specialist prompt notice of such changes. You acknowledge that BOQ Specialist relies on this information being kept up to date and complete.

You acknowledge and agree that the information that you provide in connection with your application for credit is true and correct and you have disclosed to BOQ Specialist all matters that are material to enable BOQ Specialist to assess your creditworthiness.

PRIVACY

Collection

BOQ Specialist collects, uses and discloses your personal information:

- if you have applied for a facility to enable it to assess the application for the facility, or your eligibility to be a guarantor in relation to the facility, including in assessing your credit worthiness;
- if you have applied for a facility to review the facility on a periodic basis or in connection with changes (e.g. credit limit), as though assessing a new application at that time;
- to verify your identity and carry out other checks as required by the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and the National Consumer Credit Protection Act 2009 (Cth);
- if you have applied for a facility and your application is successful, for the subsequent administration of the facility (including portfolio analysis, security, risk management, collecting overdue repayments and complying with BOQ Specialist's obligations at law);
- to enable it to undertake planning, product development, data mining or research;
- to produce its own assessments and ratings in respect of your credit worthiness;
- in connection with any potential or actual acquisition of an interest in BOQ Specialist and its related entities;
- for the investigation and prevention of crime, fraud and illegal conduct;
- to assist you in managing your debts and collect overdue payments; and
- to provide you with information about other products and services in which you may be interested.

In certain circumstances, BOQ Specialist may also be required to collect sensitive information about you, for example, when you make an application for assistance during periods of financial hardship caused by illness or injury. BOQ Specialist may collect this information from third parties, for example, a doctor or hospital.

You acknowledge that not providing the personal information may result in your application or the application of the person that has applied for products and services from us being rejected.

If you provide personal information about any other person, you will need to inform any third parties that their information is being collected by us and by signing this Acknowledgement and Consent, you agree to give that person a copy of this Privacy Acknowledgement and Consent.

Exchange generally

You understand and agree that we may exchange your personal information, including credit information, to the extent permitted by law, with:

- persons with whom you make a joint application or another person (if any) authorised to operate any credit facility;
- other financial institutions and credit providers for purposes including (i) assessing your application(s) for credit; (ii) notifying other credit providers of defaults; (iii) exchanging information about your credit status where you are in default with BOQ Specialist or another credit provider; (iv) assessing your credit worthiness at any time during or after the life of your credit arrangement; and (v) any other purpose authorised by law;
- BOQ Specialist's subsidiaries, related bodies corporate and other members of the Bank of Queensland Group and its related bodies corporate;
- its agents, credit managers and related service providers who assist BOQ Specialist in the management and administration of your application and the facility;
- its other agents and service providers (including without limitation organisations providing debt collection, mailing house, legal, accounting, business and financial consulting, loan management, archival, auditing, banking, marketing, advertising, delivery, recruitment, customer contact, information technology, research, utility, valuation, insurance (including lenders' mortgage insurance), data processing, data analysis, investigation or security services);
- your agents and representatives, including, without limitation, referees, brokers, guarantors and prospective guarantors, executors, administrators, trustees, guardians, attorneys, or financial or legal advisors;
- anyone for whom you are a beneficial owner, directors and any authorised signatories;
- anyone who introduces you to BOQ Specialist (such as a mortgage broker);
- partner organisations, including professional associations, organisations providing benefits to BOQ Specialist clients and suppliers of products or services requested by you but not provided by BOQ Specialist;
- Experien Insurance Services and its subsidiaries for the purpose of contacting you about their insurance services, unless you opt out;
- other entities to whom BOQ Specialist is, by law, required or permitted to provide information about you, including law enforcement authorities, government authorities, regulatory bodies, courts, external dispute resolution schemes and government registries, such as the Personal Property Securities Register;
- any guarantor or potential guarantor for the facility, in order for them to consider whether or not to act as guarantor or provide security; and;
- other entities that are authorised by you.

Some of the parties with which we exchange your personal information may be located outside Australia, in countries including South Africa, the United Kingdom, New Zealand, Philippines, India, Singapore and the United States of America. By entering into this agreement, you consent to overseas disclosures on this basis.

Exchange - credit reporting bodies

BOQ Specialist may exchange your personal information with credit reporting bodies (CRBs) in order to, for example, obtain a credit report about you for the purposes of assessing an application for consumer or commercial credit, disclose any failure by you to meet your payment obligations in relation to any credit facility, the fact that you have committed fraud or other serious credit infringement, and considering whether or not to accept you as a guarantor or security provider.

CRBs may include information that BOQ Specialist has provided them to other credit providers to assist them to assess your creditworthiness. You can ask a CRB not to disclose the credit information that it holds about you without your consent for a "ban period" of 21 days if you believe on reasonable grounds that you have been or are likely to be a victim of fraud, including identity fraud. If a ban period is active at the time you submit your application to enter into this agreement, or any time during the life of this agreement, you consent to BOQ Specialist accessing your credit information from a CRB.

CRBs may use your credit information to respond to requests from credit providers to "pre-screen" you for marketing. You can ask a CRB not to do this, although BOQ Specialist may still (unless you request otherwise) provide you with direct marketing.

The credit reporting bodies BOQ Specialist uses may include:

- Veda Advantage, whose privacy policy and contact details are available at www.veda.com.au/contact-us
- Dun & Bradstreet, whose privacy policy and contact details are available at www.dnb.com.au
- Experian, whose privacy policy and contact details are available at www.experian.com.au
- Tasmanian Collection Service, whose privacy policy and contact details are available at www.tascol.com.au

Marketing

Unless you opt out, you consent to BOQ Specialist using and sharing information about you with its related corporations to contact you on an ongoing basis by any means including telephone, email and other electronic message, to provide you information about BOQ Specialist's other products and services which BOQ Specialist thinks might be of interest to you. You acknowledge that you have the option to call BOQ Specialist at any time if you no longer want to receive such information.

Notifications

You also acknowledge that BOQ Specialist may send you Short Messaging Service (SMSs) for any purpose related to your application or facility, if approved. You acknowledge that BOQ Specialist will send these SMSs to any mobile phone number it has on record for you and that you need to contact BOQ Specialist if you want to nominate a different mobile number to be used.

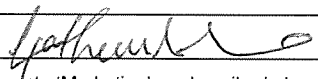
Recording

You acknowledge that BOQ Specialist may keep records of communications including emails and telephone calls for purposes including training and verification.

Further information

If you have any questions, concerns or feedback about privacy, you may contact BOQ Specialist's Privacy Officer at GPO Box 2539, Sydney NSW 2001; privacy@boqspecialist.com.au; or by calling 1300 160 160. Where you raise any concerns that BOQ Specialist has interfered with your privacy, BOQ Specialist will respond to let you know who will be handling your matter and when you can expect a further response.

You understand that you can access BOQ Specialist's Privacy Policy via www.boqspecialist.com.au or on request. The Privacy Policy contains further details about how BOQ Specialist handles personal information and credit reporting information, and matters such as website privacy, credit reporting bodies used and your access, correction and complaint rights in relation to BOQ Specialist and those credit reporting bodies.

Full Name Pratheem Lobo
<input type="checkbox"/> Applicant/Borrower <input type="checkbox"/> Guarantor
Home Address:
Date of Birth:
Signature X 
<input type="checkbox"/> I do not agree to 'Marketing' as described above.
<input type="checkbox"/> I do not agree to my Personal Information being disclosed to Experian Insurance Services and its subsidiaries as described above.

Information Statement and Declaration

Please study the information on this sheet.


After reading, please sign at the foot of this page to signify you understand the information in this statement.


- A. Lending to Self-Managed Superannuation Funds (**SMSF**) is heavily regulated. All loans to SMSF must comply with rules contained in Government legislation called the *Superannuation Industry (Supervision) Act 1993 (SIS Act)*.
- B. Some of the SIS Act rules are complex. Compliance with all SIS Act rules (at all times) is critical.
- C. **The consequences of getting it wrong are severe.** If the Australian Tax Office considers an SMSF has failed to comply with the SIS Act (in relation to an SMSF loan) the Tax Office may issue a Notice of Non-Compliance in which case:
- (i) **For the particular financial year, the SMSF would be taxed at the rate of 45% of the assets of the SMSF (that is on the capital of the SMSF, not the income);**
Example: An SMSF has assets valued at \$1,000,000. If the SMSF was not successful in defending the Notice of Non-Compliance or having it set aside, the SMSF might be compelled to pay tax of \$450,000 (45% of fund assets) as a result of the non-compliance.
 - (ii) Notices of non-compliance could be issued for previous financial years which could result in reassessments of tax with possible increased assessments, penalties and interest.
 - (iii) Civil penalties can be imposed on persons involved in a contravention of the SIS Act (i.e. an unauthorised borrowing by the SMSF) and those persons can be liable for civil penalty orders and possible criminal sanctions if the breaches are dishonest or fraudulent.
- D. In line with A to C above, you must obtain independent professional financial, taxation and legal advice to ensure that your SMSF complies with all tax law and legislation, and with all SIS Act requirements.
- E. BOQ Specialist – a division of Bank of Queensland Limited (**BOQ Specialist**) is unable to provide you with financial, taxation or legal advice either with respect to the SIS Act or in connection with the purchase and loan transactions you are contemplating.
- F: Any investigations BOQ Specialist or its solicitors undertake in connection with your structure (including any review of your SMSF and Custodian trust deeds) for the proposed loan to your SMSF are entirely for BOQ Specialist's benefit. These investigations will be of the type that lenders usually make before transacting business with a customer. You should not interpret BOQ Specialist's conduct (making enquiries and / or settlement of the SMSF loan) to mean your SMSF is compliant.


SIGNED by HAREESH THIPPESWAMY AND PRATHEEM LOBO AS TRUSTEE FOR THIPPESWAMY SUPERANNUATION FUND

in the presence of:


Signature of witness


Name of witness (block letters)


Signature of HAREESH THIPPESWAMY AS TRUSTEE FOR THIPPESWAMY SUPERANNUATION FUND


Signature of PRATHEEM LOBO AS TRUSTEE FOR THIPPESWAMY SUPERANNUATION FUND

Information Statement and Declaration

We, Hareesh Thippeswamy and Pratheem Lobo solemnly and sincerely declare that:

1. We have received and read the **Information Statement**. We understand that:
 - (a) the concessional rate of taxation afforded to a Self-Managed Superannuation Fund is dependent upon the Self-Managed Superannuation Fund remaining compliant; and
 - (b) the importance of compliance with the SIS Act and the possible consequences of non-compliance.
2. Hareesh Thippeswamy and Pratheem Lobo (**SMSF Trustee**) are the trustees of the Thippeswamy Superannuation Fund (**Fund**).
3. By the documents that establish and constitute the Fund, the SMSF Trustee has power to borrow and to acquire and hold real estate.
4. The purpose of the BOQ Specialist loan of \$945,000.00 (**Loan**) is to acquire 43 Wellington Road, Morley WA 6062 (**Property**).
5. 43 Wellington Rd Freehold Morley Pty Ltd ACN 623 514 189 (**Custodian Trustee**) is the trustee of the 43 Wellington Rd Freehold Morley Bare Trust (**Custodian Trust**).
6. By the documents that establish and constitute the Custodian Trust, the Custodian Trustee has:
 - (a) power to enter into a contract to purchase the Property; and
 - (b) power to enter into a guarantee and indemnity to support the Loan as well as a mortgage to BOQ Specialist over the Property.
7. The Fund:
 - (a) is maintained for the sole purpose of providing retirement benefits to members; and
 - (b) has an appropriate level of diversification in its investments; and
 - (c) has an investment strategy that permits the acquisition of the Property; and
 - (d) is not prohibited under the SIS Act or any other law from acquiring the Property.
8. We have received professional financial and taxation advice as well as legal advice about the structure (and documents for the structure) referred to in 2 to 7 above (**Structure**) for the purchase of the Property and the Loan.
9. The Structure, the proposed purchase of the Property and the Loan are compliant in all respects with the SIS Act
10. In entering into the loan transaction with BOQ Specialist, the SMSF Trustee has considered the degree of risk involved, the best interests of its beneficiaries and is exercising the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with the property of another and for whom the person felt morally bound to provide.

Signed and Declared this day of 2018

SIGNED by **HAREESH THIPPESWAMY**

in the presence of:


Signature of witness


Signature of **HAREESH THIPPESWAMY**

Kate Lotts
Name of witness (block letters)

SIGNED by **PRATHEEM LOBO** in the presence of:


Signature of witness


Signature of **PRATHEEM LOBO**

Kate Lotts
Name of witness (block letters)

Lodger Details

Lodger Code
 Name COOPER GRACE WARD
 LAWYERS
 Address GPO BOX 834
 BRISBANE QLD 4001
 Lodger Box
 Phone 07 3231 2447
 Fax 07 3231 8447
 Email LOANS@CGW.COM.AU
 Reference MXC:DGT:10200278

For Office Use Only

Preparer Details

Name COOPER GRACE WARD
 LAWYERS
 Phone 07 3231 2447
 Reference MXC:DGT:10200278

MORTGAGE

Jurisdiction WESTERN AUSTRALIA

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
1214-748		LOT 90 ON PLAN 7090

Mortgage Date**Mortgagor**

Name 43 WELLINGTON RD FREEHOLD MORLEY PTY LTD
 ACN 623514189
 Address
 Street Number 8
 Street Name RIVERMOOR
 Street Type LOOP
 Locality RIVERTON
 State WA
 Postcode 6148

Mortgagee Execution

I DONALD GREGORY THORNE/KERRIE ANNE HUGHES act for the Mortgagee named in this Mortgage.
I reasonably believe that the Mortgagee:

1. Has taken all reasonable steps to verify the identity of the natural person/s being the Mortgagor/s or the natural person/s who sign/s on behalf of the Mortgagor/s.
2. Reasonably believes that those natural person/s have been identified.
3. Reasonably believes that those natural person/s has/have the authority to deal with the interest in land subject of the Mortgage.

Executed on behalf of	BANK OF QUEENSLAND LIMITED
Signer Name	DONALD GREGORY THORNE KERRIE ANNE HUGHES
Signer Organisation	COOPER GRACE WARD LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Signature	_____
Execution Date	_____

Lodger Details

Lodger Code
 Name COOPER GRACE WARD
 LAWYERS
 Address GPO BOX 834
 BRISBANE QLD 4001
 Lodger Box
 Phone 07 3231 2447
 Fax 07 3231 8447
 Email LOANS@CGW.COM.AU
 Reference MXC:DGT:10200278

For Office Use Only

Preparer Details

Name COOPER GRACE WARD
 LAWYERS
 Phone 07 3231 2447
 Reference MXC:DGT:10200278

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Jurisdiction WESTERN AUSTRALIA

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Executed on behalf of	BANK OF QUEENSLAND LIMITED
Signer Name	DONALD GREGORY THORNE KERRIE ANNE HUGHES
Signer Organisation	COOPER GRACE WARD LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Signature	_____
Execution Date	_____