

## **SMSF BORROWING DOCUMENTATION & PRE-LODGEMENT DOCUMENT CHECKLIST**

### **--- WARNING ---**

**PLEASE NOTE THAT THESE DOCUMENTS ARE EXTREMELY IMPORTANT DOCUMENTS AND MUST BE KEPT FOR AS LONG AS YOU OWN THE PROPERTY - FAILURE TO PRODUCE THEM IN THE FUTURE CAN HAVE SIGNIFICANT FINANCIAL CONSEQUENCES**

**PLEASE ALSO NOTE THAT THESE DOCUMENTS HAVE BEEN PRODUCED FOR ONE SPECIFIC LENDER. IF YOU CHANGE LENDERS DO NOT USE THESE DOCUMENTS**

We have arranged for your documents to be prepared by Access Law Group and enclose them for your execution. You can find out more about Access Law Group at [www.accesslawgroup.com.au](http://www.accesslawgroup.com.au)

Please note the following:

1. These documents have been prepared to only be used to purchase a property in the state you instructed us, they will not work in any other state.
2. If you are required by your respective state laws (NSW, ACT, Qld, Tas, NT and WA) to have the deed stamped then you will need to provide evidence that the SMSF has actually paid for the property and not the 'the Security Nominee'. This is usually proven by providing the bank statements of the SMSF showing the payment of the deposit and other expenses and also a copy of the loan agreement showing the SMSF trustee as borrower. You may also be required to provide a copy of the Statutory Declaration and your SMSF trust deed.

We enclose the following documents:

1. Security Trust (or Nominee) Deed.

The Security Trust Deed (known as the Nominee Deed for Qld properties) is an agreement made as between the Trustee of the SMSF and the Security Trustee (Security Nominee in Qld). The aim of this agreement is to:

- a. prove that the Security Trustee (or Security Nominee) is holding the property under a Bare Trust arrangement. and,

- b. be used for the purposes of proving (for the purposes of the relevant state stamp duty provisions) that the 'real purchaser' of the Property is the trustee of the SMSF, and the Security Trustee is the 'apparent purchaser' of the Property.

Executing the Security Trust Deed will cause the stamp duty concession contained in the relevant state *Duties Acts* to apply (if any), such that minimal stamp duty should arise when the registered proprietor of the Property is changed from the Security Trustee to the trustee of the SMSF. You should seek further advice before transferring the property from the Security Trustee/Nominee back to the SMSF trustee to ensure that there will not be stamp duty payable.

2. Statutory Declaration (Some States).

The Statutory Declaration is used to provide more evidence of the Bare Trust relationship between the SMSF Trustee and 'the Security Nominee'. It is used as evidence that the 'real purchaser' of the property is the SMSF, such that when the loan is repaid, and the registered proprietor of the Property changes from 'the Security Nominee' to the trustee of the SMSF, then no stamp duty is payable under the apparent purchaser provisions of the relevant state *Duties Acts* (see **above**).

3. Resolutions of the SMSF Trustee and Security Trustee/Nominee

We have provided resolutions the trustees of the SMSF to use to document the decision to purchase the property and borrow the money.

The minute needs to be retained for 10 years.

You will note that we have prepared a paragraph where the trustees have decided not to issue a PDS. If your SMSF is not claiming the exemption from issuing a PDS under Section 1012D(2A) of SIS Act, then it would be prudent to prepare a new PDS and issue that to the members.

We have provided a further resolution of the Security Trustee/Nominee should you wish to have one.

**Is the Fund Borrowing from a Related Party?**

If the fund is borrowing from a related party to acquire this asset then it **MUST** borrow on fuller commercial terms. If the fund borrows on terms that are more favourable to the SMSF than would be available from a commercial lender then the income and capital gains made as a result of the acquisition could be taxed at the highest marginal rate.

The parties must ensure that the following characteristics are fully commercial:

- > A commercial LVR (e.g. 72% for residential properties)
- > A commercial loan term

- A commercial interest rate
- Regular repayments are being made
- Adequate security is provided (mortgage for property or PPSR registration for others)
- Personal guarantees are provided where they would be required in a commercial arrangement

And remember that these commercial arrangements do not then allow you to not comply with the other requirement under the SIS Act or Tax Act.

### **Other Matters**

The fund may need to prepare a new investment strategy as required by section 52(2)(f) of SIS.

All financial dealings for the Property are run directly through the SMSF as if the SMSF had legal ownership of the Property. For example, rent should be paid directly into the bank account of the SMSF. Loan repayments and property expenses should be paid out of the bank account of the SMSF.

Any lease agreements with tenants should be executed by the trustee of the SMSF. Alternatively, the lease agreements could be entered into by 'the Security Nominee' as agent (and bare trustee) for the trustee of the SMSF. It will be unlikely, however, that a lease will be able to be registered where the Lessor is the SMSF Trustee so if you are wanting to register the lease you will need to enter 'the Security Nominee' as the Lessor.

### **Pre-Lodgement Document Checklist**

We have also provided a checklist that we suggest you complete prior to lodging any documents with a bank or solicitor. This will help reduce the likelihood of documents being rejected by the bank or solicitor.

**LIMITED RECOURSE BORROWING ARRANGEMENT  
PRE-LODGEMENT DOCUMENT CHECK LIST**

**Name of SMSF:** .....  
(The name of the SMSF must be EXACTLY the same on all documents)

SMSF Corporate Trustee Name (if any): .....

SMSF Corporate Trustee ACN: .....

SMSF Corporate Trustee date of incorporation: .....

SMSF Corporate Trustee names of directors: .....

If there is a sole director is that person also the company secretary?: .....  
(If a company has a sole director who is not also a company secretary, then the company can't execute in accordance with Section 127 of the Corporations Act 2001)

Corporate Security Trustee Name (if any): .....

Corporate Security Trustee ACN: .....

Corporate Security Trustee date of incorporation: .....

Corporate Security Trustee names of directors: .....

If there is a sole director is that person also the company secretary?: .....

Individual trustee/members full legal names (check valid ID)

- 1. ....
- 2. ....
- 3. ....
- 4. ....

**DETAILS OF PROPERTY BEING PURCHASED**

Address: .....

Town: ..... State ..... Postcode .....

(The property details must be EXACTLY the same on the deeds as on the contract for sale - there is no need to include title particulars unless that is required to differentiate between properties - e.g. two titles at the same address)

**LIMITED RECOURSE BORROWING ARRANGEMENT  
PRE-LODGEMENT DOCUMENT CHECK LIST (Page 2)**

**Name of SMSF:** .....

You will need to provide the bank with the following documentation:

- SMSF Establishing Deed ('Original Deed');
- Any deeds amending the Original Deed ('Amending Deeds');
- Security (Bare) Trust Deed ('Property Deed'); and
- Copy of the Contract for Sale ('the Contract')

Check each of the Original Deed, Amending Deeds & Property Deed for the following:

- |                          | 2                        | 3                        | 4                        |   |
|--------------------------|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | The deed has been dated;  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | If there are any companies the deed is dated after incorporation of the companies;  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Companies have signed in accordance with Section 127 of the Corporations Act 2001 (2 directors or sole director/secretary);   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Individuals have signed and had their signature witnessed by a person over the age of 18 who is not a party to the deed;      |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Names of parties match ID of the parties, check spelling and ACN of companies;  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | The name of the Fund is correct (totally correct e.g. "super" is not "superannuation" & look for the word "The" in the name); |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are the Rules of the Fund post 30 June 2009? (If not consider updating); and  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | The address of the property is correct (even street instead of road is an error)  |

Check the contract for sale

- There is only one title to the property (if there is more than one you may not have a single acquirable asset - for example, a unit plus a car park);
- The Security (Bare) Trustee is named as the purchaser; and
- Companies have signed in accordance with Section 127 of the Corporations Act 2001

## **NOMINEE DEED**

relating to the property known as

*203/1 Bass Court North Lakes Qld 4509*  
**('the Underlying Property')**

made as between

*Matthew and Veronica Pitt SMSF Pty Ltd ACN 613 020 367*  
as trustees of the  
*Matthew and Veronica Pitt SMSF*  
**('the RSF Trustee')**

and

*Pitt Property Holdings 203 Northlakes Pty Ltd ACN 613 020*  
*554*  
**'the Security Nominee'**



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# NOMINEE DEED

Date .....

**This Deed is made**

---

**BETWEEN** Matthew and Veronica Pitt SMSF Pty Ltd ACN 613 020 367 of  
Level 10, 50 Bridge Street  
Sydney NSW 2000

**('the RSF Trustee')**

**AND** Pitt Property Holdings 203 Northlakes Pty Ltd ACN 613 020 554 of  
Level 10, 50 Bridge Street  
Sydney NSW 2000

**('the Security Nominee')**



## Background

---

- A. The RSF Trustee is the trustee of Matthew and Veronica Pitt SMSF which is a complying self-managed superannuation fund as defined in section 17A of the *Superannuation Industry (Supervision) Act 1993* (Cth) (**'the SIS Act'**).
- B. The RSF Trustee wishes to purchase a property, known as 203/1 Bass Court North Lakes Qld 4509 (**'the Underlying Property'**).
- C. The RSF Trustee is to provide the whole of the purchase price and any other costs referable to the acquisition (including the stamp duty) of the Underlying Property.
- D. The Security Nominee will obtain the legal title in, and become the registered proprietor of, the Underlying Property and will hold the Underlying Property under the terms of this Deed.
- E. The Underlying Property is to be held under a bare trust relationship by the Security Nominee.
- F. The RSF Trustee will hold a beneficial interest in the Underlying Property at all times.

## The parties agree

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### 1. Definitions

In this Deed unless the contrary intention appears:

- 1.1 **'Beneficial Interest'** means the beneficial interest of the RSF Trustee in the Underlying Property as contemplated by section 67A of the SIS Act.
- 1.2 **'Deed'** means this deed.
- 1.3 **'GST'** means goods and services tax which is levied or may be levied as a consequence of an application of *A New Tax System (Goods and Services Tax Act) 1999* (Cth).
- 1.4 **'Party'** means a party to this Deed.
- 1.5 **'Underlying Property'** has the meaning given to it in **clause B** of the Background.

### 2. Interpretation

In this Deed unless the contrary intention appears:

- 2.1 the **singular** includes the plural and vice versa;
- 2.2 a **gender** includes all other genders;
- 2.3 where a **word** or **phrase** is defined, its other grammatical forms have a corresponding meaning;
- 2.4 a reference to a **person** includes any corporation, partnership, joint venture, trust, association, government, or public authority and vice versa;

- 2.5 a reference to a **clause** or **annexure** is to a clause of or annexure to this Agreement;
- 2.6 a reference to a **request** or **notice** means a request or notice in writing;
- 2.7 a reference to any **party** to this or any other document includes the party's successors and permitted assigns;
- 2.8 a reference to a **document** is to that document as amended, novated, supplemented, varied or replaced from time to time and includes any annexures, schedules and appendices to that document, except to the extent prohibited by that document;
- 2.9 a reference to any **legislation** or legislative provision includes any statutory modification, substitution or re-enactment and any subordinate legislation issued under that legislation or provision;
- 2.10 a reference to **conduct** includes any act, omission, representation, statement or undertaking whether or not in writing;
- 2.11 mentioning anything after **include**, **includes** or **including** does not limit what else might be included;
- 2.12 a reference to a **person** that comprises two or more persons means those persons jointly and severally;
- 2.13 the **headings** are for convenience only and do not affect the interpretation of this Deed;
- 2.14 a reference to a **month** means a calendar month;
- 2.15 a reference to **dollars** means Australian dollars;
- 2.16 a reference to **time** means Sydney time;
- 2.17 the **Background** is correct and forms part of this Deed.

### 3. **Background**

The Parties hereby declare that the matters described in the Background are true and correct in every material particular and form part of this Deed.

### 4. **Agency and Bare Trust Relationship**

4.1 The Parties declare and acknowledge that:

4.1.1 The RSF Trustee is to provide the whole of the purchase price and any other costs referable to the acquisition (including the stamp duty) of the Underlying Property.

4.1.2 The Security Nominee will act as the RSF Trustee's agent nominee and will obtain the legal title and become the registered proprietor of the Underlying Property.

- 4.1.3 The Underlying Property is to be held under a bare trust relationship by the Security Nominee for the benefit of the RSF Trustee.
- 4.1.4 The RSF Trustee will at all time have the Beneficial Interest in the Underlying Property.
- 4.1.5 The RSF Trustee may request that the Security Trustee transfer legal title to the RSF Trustee (or an entity nominated by the RSF Trustee) after the RSF Trustee makes one or more payments relating to the Underlying Property, provided that the transfer of legal title does not breach any provision of the SIS Act or the *Superannuation Industry (Supervision) Regulations 1993* (Cth).
- 4.1.6 The Security Trustee must act in accordance with the directions of the RSF Trustee

**5. Beneficial Interest in the Underlying Property to subsist in the RSF Trustee**

- 5.1 The RSF Trustee is absolutely entitled to the Beneficial Interest in the Underlying Property held by the Security Nominee on behalf of the RSF Trustee.
- 5.2 The Underlying Property is held by the Security Nominee for the benefit of the RSF Trustee subject to a bare trust relationship.
- 5.3 To the maximum extent permitted by the law, the Security Nominee has no right to indemnification with respect to the Underlying Property.

**6. Rent and other distributions from the Underlying Property**

- 6.1 Any rent or other distributions referable to, and paid with respect to the Underlying Property will be derived by the RSF Trustee.
- 6.2 Any rent or other distributions referable to, and paid in respect to the Underlying Property will be held by the Security Nominee as agent of the RSF Trustee for the benefit of the RSF Trustee
- 6.3 The RSF Trustee may direct the Security Nominee to pay any amount due to the RSF Trustee under clause 6.1 to a third party, on behalf of the RSF Trustee.

**7. The RSF Trustee is the purchaser of the Underlying Property**

Both the Security Nominee and the RSF Trustee declare and acknowledge that the Security Nominee holds the Underlying Property in the capacity of bare trustee for the RSF Trustee and that the real purchaser of the Underlying Property is the RSF Trustee

**8. Government taxes, charges and stamp duty**

- 8.1 The Security Nominee will not be responsible for the payment of any stamp duty, GST or any other tax or impost imposed by any authority as the result of the transfer of the Underlying Property.

8.2 The Security Nominee shall be reimbursed by the RSF Trustee requesting or causing a transfer of the Underlying Property of any stamp duty, GST or other tax paid by the Security Nominee as a consequence of the transfer of the Underlying Property.

**9. Change of Security Nominee and amendment of Deed**

9.1 The power of removing and appointing the Security Nominee and amending this deed is vested in the RSF Trustee.

9.2 The Security Nominee may resign as bare trustee on giving not less than two (2) weeks notice addressed to the RSF Trustee

**10. Appointment of the Security Nominee as agent and nominee of the RSF Trustee**

Both the Security Nominee and the RSF Trustee declare and acknowledge that subsection 22(3) of the *Duties Act 2001 (Qld)* applies to the relationship as between the Security Nominee and the RSF Trustee with respect to the Underlying Property. Specifically:

10.1 The Security Nominee acknowledges that it is the 'agent', as contemplated by subsection 22(3) of the *Duties Act 2001 (Qld)* with respect to the Underlying Property;

10.2 The Underlying Property is to be held upon bare trust by the Security Nominee for the RSF Trustee, with the RSF Trustee the 'principal', as contemplated by subsection 22(3) of the *Duties Act 2001 (Qld)* with respect to the Underlying Property; and

10.3 All of the money for the acquisition of the Underlying Property (including stamp duty) has been or will be provided by the RSF Trustee.

**11. Mortgage**

The Security Trustee must, at the direction of the RSF Trustee, grant a mortgage and execute such documentation as may be required to secure moneys borrowed by the RSF Trustee under arrangements pursuant to, and in accordance with, section 67A of the SIS Act.

**12. Governing Law**


This Deed shall be governed by and construed in accordance with the laws of Queensland.

**Executed as a Deed**

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**EXECUTED AS THE RSF TRUSTEE**


Signed for and on behalf of )  
Matthew and Veronica Pitt SMSF Pty Ltd )  
ACN 613 020 367 )  
in accordance with section 127 of the )  
Corporations Act 2001 )

  
\_\_\_\_\_  
Matthew Peter Pitt - director/sole director )

  
\_\_\_\_\_  
Veronica Jean Pitt - director )

**EXECUTED AS THE SECURITY NOMINEE**

Signed for and on behalf of )  
Pitt Property Holdings 203 Northlakes Pty Ltd )  
ACN 613 020 554 )  
in accordance with section 127 of the )  
Corporations Act 2001 )

  
\_\_\_\_\_  
Matthew Peter Pitt - director/sole director )

  
\_\_\_\_\_  
Veronica Jean Pitt - director )

# STATUTORY DECLARATION

Commonwealth of  
Australia

I / We, Matthew Peter Pitt, of  
1 Golflinks Road  
Glenroy Vic 3046

AND Veronica Jean Pitt, of  
1 Golflinks Road  
Glenroy Vic 3046

Being the only directors and shareholders of Matthew and Veronica Pitt SMSF Pty Ltd ACN 613 020 367 do solemnly and sincerely declare that:

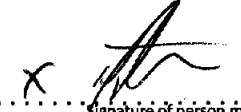
1. **Pitt Property Holdings 203 Northlakes Pty Ltd ACN 613 020 554 ('the Company')** is the 'agent', for the purposes of subsection 22(3) of the *Duties Act 2001 (Qld)* of a property known and situated at **203/1 Bass Court North Lakes Qld 4509 ('the Property')**;
2. The 'purchaser' of the property for the purposes of subsection 22(3) of the *Duties Act 2001 (Qld)* is the **Matthew and Veronica Pitt SMSF ('the Fund')**, which is a complying self-managed superannuation fund as defined in section 17A of the *Superannuation Industry (Supervision) Act 1993 (Cth) ('the SIS Act')*;
3. **Matthew and Veronica Pitt SMSF Pty Ltd ACN 613 020 367** is the trustee of **the Fund**
4. The Fund will provide the purchase money for the Property, including:
  - 4.1 any deposit payable under any agreement for the purchase of the Property; and
  - 4.2 any stamp duty payable for the acquisition of the Property;
5. The Fund and the Company have entered into a deed entitled 'Nominee Deed' and dated ..... *1st July 2016* ..... ; and
6. When the Company executes the agreement to acquire the Property, the Company will be acting as an agent of the Fund (as the principal) under a current written authority, as evidenced by the Nominee Deed

and I/we make this solemn declaration by virtue of the *Statutory Declarations Act 1959* (Cth) and subject to the penalties provided by that Act for the making of false statements in statutory declarations, conscientiously believing the statements contained in this declaration to be true in every particular.

Declared at [ Glenroy ] this  
[ Friday ] day of  
[ July ] 2016  
before me

..... Signature of person before whom the declaration is made .....

ADRIAN SALSONE  
PHARMACIST  
124 WEST ST  
GLENROY VIC 3046

X  .....

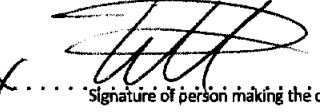
Signature of person making the declaration

MATTHEW PITT  
.....  
Full name of declarant

Declared at [ Glenroy ] this  
[ Friday ] day of  
[ July ] 2016  
before me

..... Signature of person before whom the declaration is made .....

ADRIAN SALSONE  
PHARMACIST  
124 WEST ST  
GLENROY VIC 3046

X  .....

Signature of person making the declaration

VERONICA JEAN PITT  
.....  
Full name of declarant

Declared at [ ..... ] this  
[ ..... ] day of  
[ ..... ] 2016  
before me

..... Signature of person before whom the declaration is made .....

..... Title of person before whom the declaration is made .....

..... Signature of person making the declaration .....

..... Full name of declarant .....

Declared at [ ..... ] this  
[ ..... ] day of  
[ ..... ] 2016  
before me

..... Signature of person before whom the declaration is made .....

..... Title of person before whom the declaration is made .....

..... Signature of person making the declaration .....

..... Full name of declarant .....

**RESOLUTIONS OF THE DIRECTOR(S) OF MATTHEW AND VERONICA PITT SMSF PTY LTD AS TRUSTEE  
OF MATTHEW AND VERONICA PITT SMSF**

**INVESTMENT  
STRATEGY:**

IT WAS RESOLVED to adopt a revised investment strategy for the fund. The revised strategy provides for the trustees to invest in direct assets using a limited recourse borrowing arrangement under Section 67A of SIS.

(cross out & initial if not adopting a new investment strategy)

**PURCHASE OF PROPERTY:**

IT WAS RESOLVED that the fund purchase a property at 203/1 Bass Court North Lakes Qld 4509.

**BORROWINGS:**

IT WAS RESOLVED that the fund borrow under one or more arrangements that satisfy section 67A of the Superannuation Industry Supervision Act (SISA) for the purpose of purchasing the property.

**FUND TO PAY FOR THE  
PROPERTY:**

IT WAS RESOLVED that all monetary requirements for the purchase of the Property subject to any borrowings and monetary requirements incidental to the purchase (eg loan insurance and establishment fee etc) will be paid for by the Fund;

**APPOINTMENT OF  
NOMINEE:**

IT WAS RESOLVED that the trustees appoint Pitt Property Holdings 203 Northlakes Pty Ltd ACN 613 020 554(the Security Trustee) as their nominee to hold the property on trust for the trustee of the Fund so that the beneficial interest in the property will at all times rest solely with the trustees of the Fund

**LEGAL DOCUMENTATION:**

IT WAS RESOLVED that the trustees enter into a deed with the Security Trustee that will set out all the terms under which the Security Trustee holds the Property – particularly for the absolute benefit of the trustees of the Fund

IT WAS FURTHER RESOLVED to execute all the necessary documentation to purchase the property and enter into the borrowing arrangements.

**COMPLIANCE:**

IT WAS RESOLVED that the Fund will continue to operate in accordance with the law to maintain the Fund's status as a complying superannuation fund according to the *Superannuation Industry (Supervision) Act 1993*.

**PRODUCT DISCLOSURE  
STATEMENT:**

All of the members of the fund are also trustees of the fund and all of them have access to all of the documentation of the fund. Accordingly, the fund is exempt from the requirement to issue a PDS under section 1012D(2A) of the Corporations Act.



IT WAS RESOLVED that the fund not issue Product Disclosure Statements as a result of this transaction.

or

The Trustees have decided to issue an updated Product Disclosure Statement for the Fund as it is now borrowing.

(cross out & initial if inapplicable)



.....  
Matthew Peter Pitt

dated: .....

~~1/7/16~~



.....  
Veronica Jean Pitt

dated: .....

~~1/7/16~~

**RESOLUTIONS OF THE DIRECTORS OF PITT PROPERTY HOLDINGS 203 NORTHLAKES PTY LTD**

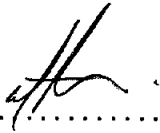
**APPOINTMENT AS  
NOMINEE:**

IT WAS RESOLVED that the company accept the position of Security Trustee to hold a property at 203/1 Bass Court North Lakes Qld 4509 for and on behalf of the trustees of Matthew and Veronica Pitt SMSF.

**EXECUTION OF DEED:**

IT WAS RESOLVED that the company execute a deed that details the terms by which the company holds the property on trust for, and acts for, the benefit of the trustees of the Fund.

IT WAS FURTHER RESOLVED that the company execute any other documentation necessary to effect the purchase of the property and the appointment as Security Trustee



.....  
Matthew Peter Pitt

dated: ..... 11/7/16 .....



.....  
Veronica Jean Pitt

dated: ..... 11/7/16 .....