

# **Commercial Loan Application**

Please ensure that every page of the application is initialed by all directors of the borrower and proposed guarantors ('Applicants') to the loan.

Please return to <a href="mailto:loans@vestyncapital.com.au">loans@vestyncapital.com.au</a> with all supporting documentation.

BORROWER	
COMPANY NAME	
ACN/ABN	
NAME OF TRUST	
ACCOUNTANT	
BUSINESS ADDRESS	
BUSINESS PHONE & EMAIL	
BUSINESS WEBSITE	
INDUSTRY OF BUSINESS	
BUSINESS BACKGROUND	
BUSINESS START DATE DD/MM/YYYY	
OWNER'S NAME	
OFFICE MONTHLY RENT	
LEASE END DATE	

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GUARANTORS DETAILS	GUARA	NTOR 1	GUARA	ANTOR 2
SURNAME				
GIVEN NAME				
DATE OF BIRTH				
DRIVER'S LICENCE NO.				
MOBILE				
EMAIL				
CREDIT HISTORY	CLEAN	IMPAIRED	CLEAN	IMPAIRED
ANNUAL TAXABLE INCOME				
CURRENT ADDRESS				
PREVIOUS ADDRESS (IF LESS THAN 2 YEARS)				
INCOME PER ANNUM				
EMPLOYED BY				
NO. OF DEPENDANTS				
AUSTRALIAN CITIZEN/ PERMANENT RESIDENT/ OTHER				
BUSINESS OWNERSHIP (%)				
BANK ACCOUNT DETAILS (for any additional funds available for settlement)	Bank: Account Name: BSB: Account No:			



GUARANTORS DETAILS	GUARA	NTOR 3	GUARA	ANTOR 4
SURNAME				
GIVEN NAME				
DATE OF BIRTH				
DRIVER'S LICENCE NO.				
MOBILE				
EMAIL				
CREDIT HISTORY	CLEAN	IMPAIRED	CLEAN	IMPAIRED
ANNUAL TAXABLE INCOME				
CURRENT ADDRESS				
PREVIOUS ADDRESS (IF LESS THAN 2 YEARS)				
INCOME PER ANNUM				
EMPLOYED BY				
NO. OF DEPENDANTS				
AUSTRALIAN CITIZEN/ PERMANENT RESIDENT/ OTHER				
BUSINESS OWNERSHIP (%)				
BANK ACCOUNT DETAILS (for any additional funds available for settlement)	Bank: Account Name: BSB: Account No.			



LOAN		
AMOUNT REQUIRED		
TERM		
EXPECTED SETTLEMENT DATE		
LOAN TYPE	First Mortgage	Second Mortgage
PURPOSE		
EXIT STRATEGY		
SOLICITOR ACTING FOR BORROWER	Name: Firm: Email: Phone:	
ACCOUNTANT ACTING FOR BORROWER	Name: Firm: Email: Phone:	



SECURITY	SECURITY 1	SECURITY 2
ADDRESS		
PROPERTY DESCRIPTION		
BEING PURCHASED/ ALREADY OWNED		
PURCHASE PRICE/ ESTIMATED MARKET VALUE		
DATE OF PURCHASE		
OWNER		
EXISTING DEBT		
CURRENT LENDER NAME & CONTACT (if applicable)		
OWNERSHIP OF PROPERTY		
TYPE OF PROPERTY		
RENTAL PER WEEK (if applicable)		

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# **ASSETS AND LIABILITIES STATEMENT ASSETS LIABILITIES** MONTHLY LIABILITY TYPE **CURRENT LOAN** MONTHLY **ASSET TYPE (ADDRESS)** VALUE **OWNERSHIP** RENTAL (LENDER) LIMIT **REPAYMENT** INCOME **TOTAL TOTAL ASSETS LIABILITIES**

<sup>\*</sup>Above information may be used for reference check purpose under borrower's consent



### **Privacy Consent & Declaration Statement**

Vestyn Capital Mortgages Pty Ltd (**VCM**) and its related parties are collecting personal information from you. This notice is to inform you of your rights under the Privacy Act.

The information you provide will be held by VCM and its related parties, and you can gain access to the information we hold about you or details about how we manage personal information by contacting us at Level 45, 264 George Street, Sydney NSW 2000 or telephone 02 9160 6455.

We may use the personal information you provide for the purpose of seeking to arrange credit for you and for direct marketing of products or an organization we are affiliated with or represent. You have the right to request not to receive direct marketing material.

We may disclose personal information about you to prospective investors (and their consultants, including valuers, lawyers and accountants) to mortgage insurers and their consultants, or to any other associates or contractors of VCM and its related parties, including, for example, statement printing houses, mail houses, lawyers, accountants, or people considering acquiring or taking an interest in our business or our assets.

If you do not provide your personal information, we may be unable to assist in arranging the Facility.

### **Acknowledgement:**

1.	. Do you/the borrower(s) have any outstanding liabilities	for taxes or other statutory payments (eg GST, Group
	Tax, superannuation etc)	
	Yes –	No –
2.	. Is there any legal action pending or in progress in relation	on to you, the borrower(s) or the business which may
	affect the business (eg creditor action, administration ap	ppointment etc).
	Yes –	No –
3.	. Do the borrower(s) NOT have the capacity to repay all c	urrent credit obligations in addition to the proposed
	obligations as documented in this application?	
	Yes –	No –

## Authority for an agent to obtain access to an individual's credit information file held by acredit reporting agency (Privacy Act 1988)

I/We authorize Vestyn Group and its related parties to:

Seek to my/our consumer credit information file held by a credit reporting agency

This authority only applies to enquirers made by Vestyn Group in connection with: An application, or

- proposed application, by me/us for credit
- My/our having sought advice in relation to existing credit

I/we declare that the above information is true and correct in every particular and it isupon the basis that I/we make this application.

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Name (Applicant 1)	
Signature	
Name (Applicant 2)	
Signature	Date
Name (Applicant 3)	
Signature	
Name (Applicant 4)	
Signature	Date



#### **Terms and Conditions**

- 1. Terms and Conditions of this Application
  - 1.1. The Credit Provider reserves the right to alter, vary or supplement any aspect of this application including, but not limited to, terms and conditions, security structures or to decline to offer finance subject to results of its further due diligence and approval process.
  - 1.2. The Credit Provider may withdraw from the loan at any time prior to the settlement, including after Security Documents have been issued, if in the Credit Provider's opinion, the Security Property is inadequate or any other facts or circumstances become apparent which, in the Credit Provider's subjective opinion, make the loan imprudent.
- 2. Valuation and Security Ratio
  - 2.1. The loan is conditional upon receipt of a satisfactory:
    - 2.1.1. Valuation by a valuer nominated by the Credit Provider; or
    - 2.1.2. In the opinion of the *Credit Provider* a valuation is unobtainable a realestate appraisal from a real estate agent nominated by the *Credit Provider*.
  - 2.2. The valuation or appraisal must be no less than three months old.
- 3. Your Finance Broker
  - 3.1. By signing this application, the Debtors agree that:
    - 3.1.1. The Debtors were introduced to the Credit Provider by the FinanceBroker, who is and acts at all times in relation to this transaction as the agent of, and under the direction of, the Debtors;
    - 3.1.2. The Finance Broker is not the agent for, and has not acted, in relation to this transaction, as the agent for the Credit Provider or under the direction of the Credit Provider or for the benefit of the Credit Provider;
    - 3.1.3. The Finance Broker has no authority to bind or make representations on behalf of the Credit Provider;
    - 3.1.4. Any sum paid to the Finance Broker by the Credit Provider in relation to this transaction is paid at the direction of the Debtors, on behalf of the Debtors, and in relation to services provided by the Finance Broker to the Debtors.
- 4. Representations by the Credit Provider
  - 4.1. By signing this application, the Debtors agree that they will only rely on, and the Credit Provider will only be bound by, representations, promises, statements and information that is contained in written correspondence from the Credit Provider.
  - 4.2. Should the terms of this application be inconsistent with the terms of the Security Documents, the Security Documents will prevail to the extent of the inconsistency.

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#### 5. How to Accept the application

5.1. You can only accept this application by the debtors signing each page and returning the fully executed application to us by:

email to: loans@vestyncapital.com.au; or

mail to: Vestyn Capital Mortgages Pty Ltd

Level 45, 264 George Street

Sydney, NSW 2000

#### 6. Termination of this application

6.1. This application is valid for seven days from the issue date. If this application is not signed and accepted within seven days from the issue date, it shall be automatically withdrawn.

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## **APPLICATION CHECKLIST**

100-Points ID for all Applicants.
2 utility bills to the residential address of each Applicant.
6 months most recent mortgage statements for all mortgages on properties offered as security ("Security")
Evidence of the proposed exit strategy
Statement of Assets & Liabilities for the Borrower
Asset and Liabilities for all guarantors- not include above
A copy of most recent rate notice for the Security Property (if refinance)
A copy of any Contracts of Sale/Purchase for the security property (if applicable)
Business Background description/overview of the borrower & Guarantor
Copy of any recent valuations
Development approval (DA) if applicable
Disclose if any ATO debt and show related evidence (e.g. ATO portal)