

# Non-Resident Borrower Repayment Declaration



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## IMPORTANT CONSUMER NOTICE – PLEASE READ

A 'mortgage' is a loan secured against your property. 'Secured' means that if you do not maintain the repayments, the lender can sell your property to get its money back. Remember: You may lose your property if you do not maintain your repayments on your mortgage. We recommend you obtain independent legal and financial advice regarding this document.

## Loan Application Details

Borrower Name/s: \_\_\_\_\_

Loan Amount: AU\$ \_\_\_\_\_ Loan Term: \_\_\_\_\_ years

Repayment Type: (Circle one) Principal & Interest / Interest Only / Interest Only Reverting to Principal & Interest

## Applicant Declarations

In addition to the information provided by me/us in my/our Application for Mortgage Finance, I/we declare, and represent to you that:

- My/Our current taxable income per annum is: \_\_\_\_\_ Currency of income: \_\_\_\_\_
  - I/We am/are aware of our financial obligations under our proposed loan with you; and
  - I/We have fully disclosed to you all details of my/our income and expenditure; and
  - I/We am/are aware repayments may increase if the interest rate increases; and
  - I/We am/are not a pensioner/pensioners or in receipt of any government pension or benefit.
- I/We know my/our income and expenditure and based on that knowledge and my/our understanding of my/our current financial position, I/we declare to you that I/we am/are able to make all the required monthly repayments and maintain the loan in accordance with its terms and can do so without substantial hardship, also taking into account possible increases in my/our repayments due to interest rate increases.
- I/We am/are not aware of any factors, for example, a possible claim made against me/us involving payment of an amount of money, ill health or disability, or any other factor which may result in a decrease in income or an increase in expenditure, which may affect my/our ability to make the repayments or which may cause substantial hardship to me/us to make repayments.
- I/We acknowledge that you recommend that I/we obtain independent legal and financial advice in regard to this loan to understand fully the consequences of this transaction. I/We declare that neither La Trobe Financial Services Group nor any of its related entities, agents or authorised representatives, nor my mortgage broker (if applicable) have provided me/us with any financial product advice. I/We have not and will not be borrowing additional funds to complete the transaction not disclosed to you.
- I/We know of no reason why I/we may not be able to remain in my/our current employment position/s in the long term and I/we do not intend to take any significant unpaid leave of absence from my/our employment in the foreseeable future.

**Signature of all Borrowers**

\_\_\_\_\_

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- I/We acknowledge that you are relying on these declarations in considering my/our loan application, and if approved, providing me/us with credit under any resulting loan contract. I/We have requested you not to require production of any documentary evidence of my/our income and financial position and you have not independently verified the information by me/us in or with the loan application or this document. Notwithstanding this, I/we still wish to borrow and hold the lender and its related parties harmless should I/we fail to repay the loan obligations in full.
- I/We declare that I/we am/are not an Australian Citizen or a permanent Australian resident, and hold or will hold the appropriate Foreign Investment Review Board approval to purchase the property to be secured by this proposed loan advance.
- I/We declare that I or my spouse have never been declared bankrupt or insolvent, or assigned either estate for the benefit of creditors, or have never had any Court judgement against us or defaulted on any previous loans. I/We will further advise you of any material adverse change in my/our financial position.
- I/We acknowledge that the loan contract and mortgage to secure this loan advance is a binding and legally enforceable contract with you. I/We am/are aware that other loan products exist that offer lower interest rates and hereby confirm that I/we have chosen not to use those loan products.

## CONSUMER WARNINGS

- If the loan sought is predominately for personal, domestic, household use or residential investment (i.e. not predominately for business or investment purposes) then under the National Consumer Credit Protection Act 2009 La Trobe Financial has an obligation, amongst others, to make reasonable enquiry of you at the time of the proposed credit contract to ascertain whether you could not pay the loan in accordance with its terms or not without substantial hardship and that the loan meets your objectives and requirements. Your declarations herein will be evidence of La Trobe Financial's enquiry of you.
- You are applying for finance and La Trobe Financial is relying on the declarations that you have made above in making its credit decision. Please make sure that the declarations are correct. Obtaining finance by deception, fraud or dishonesty (which includes making false statements as to income) are crimes which may be punishable by imprisonment.
- A default of repayment obligations under this proposed loan will result in legal action for recovery of the amount owed, which may result in the loss of your home (the security property) and impact your credit history effecting your ability to borrow in the future. You must carefully consider the proposed commitment, together with your other financial obligations (including living expenses) before committing to the loan.
- Your loan will be secured by a 'mortgage' against your property. 'Secured' means that if you do not maintain your repayments, the lender can sell your property to get its money back. Remember: You may lose your property if you do not maintain your repayments on your mortgage.
- We recommend that you obtain independent legal and financial advice regarding this document.
- Do not sign this document if there is anything you do not understand.

### Signature of all Borrowers

I/We have read and understand the matters outlined in this two page document.

\_\_\_\_\_  
Date \_\_\_\_/\_\_\_\_/\_\_\_\_      Date \_\_\_\_/\_\_\_\_/\_\_\_\_      Date \_\_\_\_/\_\_\_\_/\_\_\_\_