

PLEASE COMPLETE AND RETURN

Questions for Seller of Residential Property

Please Note: This Questionnaire takes approximately 20 minutes to complete.

Please refer to the information provided in the **Booklet** or call us if you are unsure about any of the questions below.

Seller and contact details

1. Sellers' Full names or Selling Entity contacts:
.....
.....
.....
2. Current address for each Seller:
.....
3. Address for each Seller after Settlement:
.....
4. Phone for each Seller:
5. Mobile for each Seller:
6. Email address for each Seller:
7. Is each email checked regularly during the day, every day? Yes No N/A
8. Will each Seller be contactable for the entire duration of the transaction? Yes No

We must be able to contact each Seller (and potentially meet with each Seller) throughout the conveyance. It is your obligation to stay in contact with us as your rights may be negatively affected if we are unable to do this.

Until we can verify any funds transfer information by a voice call to confirm those details (by reading out and reading back the account and BSB numbers or other specific payment details), we will not sign off on those account details in PEXA or transfer money to your account.

If you will be uncontactable during any known period prior to settlement of this Contract (for example, if you are going on holidays or any extended periods overseas), please provide details or relevant dates.
.....

9.	Sellers' dates of birth (if individuals)
10.	Sellers' Tax File Numbers:
11.	Sellers' GST registration status:	Registered <input type="checkbox"/> Not Registered <input type="checkbox"/>
12.	Sellers' Australian Business Number ('ABN') – if applicable:
13.	Is any Seller a company?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, complete relevant parts of Annexure A</i>
14.	Is the Seller acting as Administrator or Executor of an Estate?	Yes <input type="checkbox"/> No <input type="checkbox"/> Provide details:
	a. If yes, is the Seller registered as the owner of the Property in that capacity?	Yes <input type="checkbox"/> No <input type="checkbox"/>
	b. If the Seller is not registered as owner of the Property has the Seller obtained a grant of representation?	Yes <input type="checkbox"/> No <input type="checkbox"/>
15.	Are the Sellers separated or divorced?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	If yes:	
	a. Is the sale part of a family law property settlement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
	b. Is there an agreement or order in place (Court Order, Financial Agreement or Consent Orders)?	Yes <input type="checkbox"/> No <input type="checkbox"/> Details:
<i>Please note: We recommend that you obtain legal advice about any family law agreements or other spousal arrangements you have. This advice is beyond the scope of our retainer.</i>		
16.	Are any of the Sellers bankrupt or insolvent, or is there is a risk of bankruptcy or insolvency in the course of the transaction?	Yes <input type="checkbox"/> No <input type="checkbox"/> Provide details:
17.	Does each Seller hold a valid clearance certificate?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	a. If no, do you authorise us to apply to the ATO for a clearance certificate for CGT withholding purposes? If so, please see <u>To-Do List</u> for more information.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	b. If no, does each Seller hold a variation notice (if relevant)?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
18.	Is any individual Seller not an Australian Citizen or permanent resident of Australia?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, complete relevant parts of Annexure A</i>
19.	Is a Seller acting through an attorney appointed under a Power of Attorney?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, complete relevant parts of Annexure A</i>

Property location

20. If you own other property that is adjoined or closely located to this Property, have you confirmed you are selling the correct property? Yes No
21. Do you have any concerns about the Property boundaries or potential encroachments? Yes No *If yes – you should brief a surveyor as soon as possible.*
22. Is the Property close to any major infrastructure projects (e.g. busway) main road, rail line, high voltage power lines, airport, creek, lake, beach or river? Yes No If yes, provide details:
.....
23. Is the Property in an area affected by floods or cyclones? Yes No If yes, provide details:
.....

Use of Property

24. What is the Property currently being used for (e.g. investment property, residence, small business premises, hobby farm, or other use)?
25. Do you know if the Property:
- a. may be affected by contamination (including from prior use or use on adjacent land)? Yes No If yes, provide details:
.....
- b. is subject to a site management plan? Yes No If yes, provide details:
.....
- c. has been the subject of an environmental assessment? Yes No If yes, provide details:
.....
26. Are you aware of any notices, environmental evaluations, environmental enforcement orders or other documents that indicate that the land has been or is being used for a notifiable activity, is contaminated land or is being investigated for contamination issues? Yes No If yes, provide details:
.....

If you are unsure about any of these questions, please call us. If you are selling a lot in a Community Titles Scheme, these questions also apply to scheme land and relevant notices may have been issued to the Body Corporate.

27. Do you have any plans for the Property before settlement that might be relevant in the conveyancing process (e.g. subdivision, installation of a pool, renting out the Property)? Yes No If yes, provide details:
.....
28. Are there any entitlements that you believe attach to the Property (e.g. rights of access, pontoon / jetty use / marina/ or similar, transferrable dwelling entitlements, infrastructure offsets or credits)? Yes No If yes, provide details:
.....

29. Are there physical features which may impact upon the Buyer's use of the Property (e.g. manholes for sewer or private foul water line)? Yes No If yes, provide details:

Other Property matters

30. Does the Property comprise residential premises that have:

- a. never been sold or subject to a long-term lease (50 years including options for renewal) as residential premises before? Yes No
- b. been created by substantial renovations of a building? Yes No
- c. been built to replace demolished premises on the same land? Yes No

31. Do you know of any unregistered encumbrances or interests affecting the Property such as sewerage or drainage easements, access rights for geothermal exploration or production or declaration of beach area? Yes No If yes, provide details:

32. Are you aware of any services (e.g. gas, water, sewerage) on or under the Property which do not service the Property (i.e., services which relate to a neighbouring property)? Yes No If yes, provide details:

33. Are you aware of any services for the benefit of the Property that pass through other land? Yes No If yes, provide details:

34. Are you aware of any claims or threatened claims in relation to the Property (e.g. claim by a third party to an interest in or right to use the Property)? Yes No If yes, provide details:

35. Are you aware of any reason why a person may intend to make a claim affecting the Property (e.g. unresolved disputes, outstanding debts, family law proceedings)? Yes No If yes, provide details:

36. Have you received any of the following in relation to the Property: Yes No If yes, provide copies and details:

- a. a show cause or enforcement notice?
- b. communication from an authority that may lead to the issuing of a show cause or enforcement notice?
- c. a notice or order by an authority or court requiring work to be done or money spent?
- d. any other notices from an authority?

37. Are you aware of any significant earthworks on the Property (excavation or filling) that have altered the ground level of the Property? Yes No If yes, provide details:

In some cases, earthworks will require a development approval (depending on the extent of any changes in ground levels). Unapproved or defective earthworks may provide the Buyer with a right to terminate.

38. Have any promises or representations been made by your real estate agent in relation to the Property (e.g. items included in the sale such as carparks, air-conditioning units, views or future benefits of the Property)? Yes No If yes, provide details:

If yes to any of the above, or you have given other documents or disclosures, please provide these to us. Please do not assume that the real estate agent has provided us with all documentation provided to you. These documents may affect the Buyer's or your rights and it is important that we receive copies of all documents you have given so that our advice is accurate.

39. Is there a pool on the Property (including adjacent land used with the Property) or common property? Yes - on the Property
 Yes - on common property
 No

40. Did you give the Buyer:
 a Pool Safety Certificate; or
 an Exemption Certificate; or
 notice that there is no Pool Safety Certificate? Yes No If yes, please provide a copy of the Certificate or notice when returning this Questionnaire and Authority and inform us when you gave the Certificate or notice to the Buyer.

41. Are you aware of any disputes, notices, applications or orders relating to dividing fences or trees? Yes No If yes, provide details:

42. Are you aware of or have you signed any building or other covenants affecting the Property or are you part of an estate? Yes No If yes, provide details:

43. Are you aware of any additional notices that should be given to the Buyer, such as development approval conditions (e.g. land use restrictions, occupancy restrictions, build height)? Yes No If yes, provide details and a copy of the relevant notices when returning this Questionnaire and Authority:

44. Has any building work been carried out on the Property by a person who is not licensed to carry out that building work? Yes No If no, proceed to Question 46

If yes:

45. Has the Property been offered for sale within six years of that building work? Yes No

46. Is there an electrical safety switch and compliant smoke alarm installed in the residence? Yes No

47. Are there any particular issues concerning the Property for which you require advice or particular searches to be undertaken or could become an issue for the Buyer (e.g. unapproved structures, non-compliant swimming pool fencing, flooding)? Yes No If yes, provide details:
.....
.....

48. Have you ever received a land tax assessment for the Property? Yes No If yes, provide a copy of your latest land tax assessment.

If you have not already signed the Contract: Yes No If yes, provide details:

49. Do you require any special conditions in the Contract in addition to the standard conditions?

Goods and chattels

50. Are any goods or chattels (personal property) included in the Property being sold? Yes No

(Note: some items may be considered chattels despite appearing fixed such as solar panels, water tank/pump, large items temporarily stored on the land).

If so, please tell us:

- what those items are;
- if any items have a serial number (e.g. boats, cars etc.), the serial numbers; and
- the amount of the purchase price being paid for those items.

51. Does the Contract include all agreed chattels? Yes No If no, provide details:
.....
.....

52. Does the Contract exclude fixtures that you expected to be part of the sale? Yes No If yes, provide details:
.....
.....

Transfer Duty issues

53. Are any of the Buyers related to any of the Sellers? (i.e. a spouse, parents, grandparents, brother, sister, nephew, niece, child, stepchild, grandchild of the person or spouse)? Yes No If yes, provide details:
.....

54. Do any of the Buyers have a business relationship with any of the Sellers? Yes No If yes, provide details:
.....

55. Are you giving the Property as a gift or are you accepting less than the market value of the Property? Yes No If yes, provide details:

A valuation of the Property based on three comparable sales in the last three months may be required for the assessment of transfer duty.

56. Are you aware of any facts that would indicate that the Buyer is a foreign person (and therefore may be liable for Additional Foreign Acquirer Duty)? Yes No If yes, provide details:

Please note that giving a false declaration could result in serious penalties.

Purchase price

57. Are you giving any rebate or discount to the purchase price, or other incentive for the Buyer to enter into the Contract? Yes No If yes, provide details:

58. Is the amount you are receiving from the sale sufficient to cover all of the funds required to pay out the mortgages over the Property? Yes No If no, advise other sources and amounts:

*If each Seller does not provide a valid clearance certificate to the Buyer, the Buyer must pay to the ATO up to 15% of the purchase price. This may affect the funds available at settlement to pay out the mortgages over the Property or affect any dependant transactions (e.g. later purchases). Please see the **Booklet** for more information.*

59. Is the Property being used as collateral security for other loans? Yes No If yes, provide details:

(Note: Check with your financier regarding any potential refinance of existing loans, the risk of more onerous loan requirements and terms, and your ability to meet those new terms.)

60. What commission and advertising have you agreed to pay your real estate agent?	Commission:	\$
	Advertising:	\$
	GST:	\$
	Total:	\$

61. Have you obtained any specialist tax advice in relation to your liability for GST in relation to the sale of the Property? Yes No *If yes, please provide a copy of the advice to us.*

Tenancy issues

Existing Tenant (if any)

62. If there is an existing tenant, have you provided us with copies of the tenancy documents including documents that evidence the last rent increase for the Property in the last 12 months e.g. copy of the residential tenancy agreement or rooming Yes No N/A *If no, please provide them to us.*

accommodation agreement; a written rent increase notice; or the rent ledger?

63. Have you given notice to leave to the tenant (if relevant)? Yes No N/A

Prior Tenants (if any)

64. Has anyone else stayed in all or part of the Property in the last 12 months that may be considered a tenant (formally or informally)? Yes No *If yes, provide details:*

65. If Yes, have you provided us with copies of documents that evidence the last rent increase for the Property in the last 12 months e.g. copy of the residential tenancy agreement or rooming accommodation agreement; a written rent increase notice; or the rent ledger? Yes No N/A
If no, please provide them to us.

Settlement arrangements

66. Is settlement on the specified Settlement Date a time critical issue for you or have you made any arrangements that are dependent on settlement occurring on the specified Settlement Date? Yes No *If yes, provide details:*
.....
.....

67. Where are all keys, codes or devices for all locks or security systems for the Property located? Where are they held?
.....

You may be required to deliver all keys and codes to our office with only TWO clear business days' notice so that we can deliver them at settlement. Failure to do so may result in the Buyer terminating the Contract and seeking compensation from you.

Authority

To: Good Law QLD ('Law Practice')

From: ('Seller')

Taking of Instructions

1. Unless and until the Law Practice is informed that the authority of a person named as Seller to provide instructions is withdrawn:
 - a. each person named as Seller authorises the Law Practice to take instructions from any person named as Seller on behalf of all persons named as Seller; and
 - b. if the Seller is a company, the Seller authorises the Law Practice to take instructions from any person who is a director or secretary of the company.

Extensions of Time

2. Each person named as Seller acknowledges that:
 - a. the Law Practice may not take any steps in the transaction without the Seller's instructions;
 - b. the Seller may lose rights, or, in some circumstances, the Buyer may terminate the Contract if the Seller is not available to provide instructions in relation to the transaction when required; and
 - c. the Buyer is not obligated to grant any extensions of time under the Contract except in circumstances where the Contract provides the Seller with a right to extend the Settlement Date that doesn't require the Buyer's agreement.
3. If the Law Practice is unable to contact the Seller to take instructions in relation to a time critical aspect of the Contract, each person named as Seller:
 - a. authorises the Law Practice to seek an extension of time for the relevant due date until such time as the Law Practice is able to contact the Seller for instructions and acknowledges that, without instructions from the Seller, the Law Practice cannot vary the Contract or negotiate the payment of interest as a condition of an extension of time;
 - b. acknowledges that, if the Buyer requests an extension of time and the Law Practice is unable to contact the Seller, the Law Practice will be proceeding on the basis that the extension will not be granted (unless the Buyer is exercising a right to automatically extend) and the Law Practice will inform the Buyer accordingly if necessary, reserving the Seller's rights; and
 - c. authorises the Law Practice to exercise the right of extension on behalf of the Seller, if the Contract provides the Seller with a right to extend the Settlement Date that doesn't require the Buyer's agreement, and the Law Practice determines that the Seller's right to extend the Settlement Date should be exercised in order to protect the Seller's rights under the Contract.

Required Forms and Declarations

4. Each person named as Seller:
 - a. acknowledges that, in acting on behalf of the Seller in connection with the purchase of the Property, the Law Practice will rely on the information provided in answers to this Questionnaire;

- b. authorises the Law Practice to complete such forms and make such declarations on behalf of the Seller as are necessary to conduct and complete the sale of the Property (**Required Forms and Declarations**); and
- c. declares that the information provided in answers to this Questionnaire is true and correct and may be used by and relied on by the Law Practice in completing the Required Forms and Declarations.

Destruction of File

- 5. Each person named as Seller agrees that the Law Practice may destroy the Seller's file relating to this transaction (subject to any specific instructions or legislation to the contrary) on the earlier of:
 - a. any specified time agreed between the Law Practice and the Seller (such as a timeframe specified in a costs agreement or retainer); and
 - b. seven years after settlement of this transaction or the termination of the Seller's engagement of the Law Practice.

	Date
	Date
	Date
	Date

Annexure A

Additional Questions to be completed only if any Seller is a company, a foreign owner, or acting through an attorney appointed under Power of Attorney.

If any Seller is a company

1. Is the company owned or controlled by foreign persons? Yes No
If Yes, complete the Foreign Ownership section below
2. Where is the company incorporated? Australia Outside Australia
If outside Australia, provide details of place of incorporation:
.....
3. Provide the following:
- a. Australian Company Number ('ACN') or Australian Registered Body Number ('ARBN'):
- b. Has the company provided a copy of corporate resolution or written confirmation authorising a director or employee to give instructions? Yes No N/A
If no, please provide written authorisation when returning this Questionnaire and Authority.

Foreign ownership

4. Is any individual Seller **not** an Australian Citizen or permanent resident of Australia? Yes No
[NOTE: If Seller has moved overseas for more than six months in any given year, obtain tax advice as CGT Consequences may apply if a foreign resident sells the Property.]
5. If any Seller is a company or a trustee of a trust, is the company or trust owned or controlled by foreign persons? Yes No
6. If the answer to either of the above questions is Yes – was approval from the Foreign Investment Review Board ('FIRB') obtained for the original purchase of the Property? Yes No N/A
7. Are you aware of any court ordered civil penalty for a failure to comply with the *Foreign Acquisition and Takeovers Act 1975* (Cth)? Yes No N/A
8. The Queensland Revenue Office requires us to provide the following information.

For any individual Seller who is **not** an Australian Citizen (regardless of whether they are a permanent resident) provide the following information:

- a. Details of Country of tax residence:
- b. Details of Nationality or citizenship:
- c. Passport number and country of issue:
- d. Visa number:
- e. Visa subclass:
- f. Visa expiry date:
- g. Overseas identifier (e.g. tax ID number):
- h. FIRB application number:
- i. Other overseas identifier (e.g. ID card):

9. The Queensland Revenue Office requires us to provide the following information.

If any Seller is a company or other entity formed outside Australia, or a trustee of a trust with non-Australian tax residence, please provide the following information:

- a. Details of Country of tax residence:
- b. Country of formation or incorporation:
- c. Overseas registration number (ABN/ACN equivalent):
- d. FIRB application number:
- e. Other overseas identifier (other government registration number):

If any Seller is acting through an attorney appointed under a Power of Attorney

10. Have you provided us with either:

- a. the original Power of Attorney; or Yes No
- b. a copy of the Power of Attorney certified as a true and correct copy on every page of the copy by a Solicitor, Justice of the Peace or Commissioner of Declarations; or Yes No
- c. if the Power of Attorney is registered with Titles Queensland – the registration dealing number? Yes No Dealing number:

If no, please provide us with one of these as soon as possible.

11. Was the Power of Attorney signed by Audio-Visual conference or in electronic form after 15 May 2020?

Yes No *If yes, please contact us to discuss what documents we will require from you.*

12. Have you received a notice that the Power of Attorney has been revoked?

Yes No If yes, provide details:

.....

Annexure B

Additional Questions to be completed only if selling a lot in a Community Titles Scheme e.g. unit, townhouse

1. Are you aware of:

- a. any proposal to record a new Community Management Statement or a notice of meeting for that purpose (which may include proposed adjustments to lot entitlements within the Scheme)? or
- b. any improvements made by you to common property which have not been authorised by the body corporate? or
- c. whether the exclusive use allocations given to the lot are not recorded or will be changed in the Community Management Statement (for example, car parking)? or
- d. a change or proposed change in the insurance details for the building and public liability for the body corporate?
- Yes No *If yes, provide details (if you become aware of any of these matters before settlement you should contact us as soon as possible):*

2. Are you aware of:

- a. any defects in the common property or body corporate assets (for example, substantial building work that requires repair, which can include common boundary walls of the lot or exclusive use areas, and may include repairs required as a result of issues such as concrete cancer, structural or water issues and rectification works required because of the use of combustible cladding on the building - Please refer to the Booklet for further details on these matters)? or
- b. any actual or contingent or expected liabilities of the body corporate not part of the body corporate's normal operating expenses (for example, special levies, unfunded capital expenditure or litigation) or
- c. the issuing by the body corporate of a levy notice for a special contribution or any proposal for the body corporate to fix a special contribution to be levied on lot owners? or
- d. anything else you are aware of regarding the affairs of the body corporate which may affect the Buyer?
- Yes No *If yes, provide details (if you become aware of any of these matters before settlement you should contact us as soon as possible):*

3. Does the sale include any courtyards, car spaces, balconies, storage areas as part of your sale? Yes No If yes, provide details:
.....

4. Are there any car parks, air conditioning units, pergolas, courtyards, rainwater tanks, which are for the benefit of the lot being sold? Yes No If yes, provide details:

5. Has body corporate approval been obtained? Are there any maintenance obligations? Yes No If yes, provide details:

6. Are there any improvements on common property (e.g. pool, gym, spa, BBQ areas etc.)? Yes No If yes, provide details: