

COMPLETE AND RETURN

Questions for Buyer of Residential Property

Please complete and return to us as soon as possible.

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

Please refer to the information provided in the **First Letter** and **Booklet** or call us if you are unsure about any of the questions below. Some of the questions may have been completed after an initial telephone call with you but it is important that you review all answers carefully as we will provide you with advice on that basis. If anything is not correct please amend.

Buyer and contact details

1. Buyers' Full names or Buying Entity and contacts:

2. Current address:
3. Postal address (if different from current address):
.....
4. Mobile contact details:
5. Mobile contact details:

6. Email address:
7. Is the email checked regularly during the day, every day? Yes No N/A



Will you be contactable for the entire duration of the transaction? Yes No

We must be able to contact you (and potentially meet with you) 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.

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.

8. Buyers' dates of birth (if individuals):

9. Buyers' Tax File Numbers:

10. GST-registration status: Registered Not Registered

11. Australian Business Number ('ABN') – if applicable: NA

12. Is the name on the Contract exactly the correct name under which the Property is being purchased? Yes No *If no, call us immediately*

13. Does the Contract include all the names of individuals or entities proposing to purchase a share in the Property? Yes No *If no, call us immediately*

14. Are any of the Buyers purchasing on behalf of another party? Yes No *If yes, call us immediately*

15. Is a Buyer a **company**? Yes No *If yes, complete [Annexure A](#)*

16. Is a Buyer buying as **trustee**? Yes No *If yes, complete [Annexure A](#)*

If there are multiple Buyers purchasing the Property

17. Is the Property to be held as:
a. joint tenants; Joint Tenants (Note: not suitable for unequal shares; if later converted to Tenants in Common, owners will hold equal shares.)
OR
b. as tenants in common in specified shares? Tenants in Common in the following shares:
.....
.....
.....

Please refer to the **Booklet** on the difference between the methods of holding your interest in the Property. These methods can affect your succession plans, duty payable and Foreign Investment Review Board requirements.

18. Is any individual Buyer **not** an Australian Citizen or permanent resident of Australia? Yes No *If yes, complete [Annexure A](#)*
19. Is a Buyer acting through an attorney appointed under a Power of Attorney? Yes No *If yes, complete [Annexure A](#)*
20. Is the Buyer purchasing a lot in a Community Titles Scheme e.g. unit, townhouse? Yes No *If yes, complete [Annexure B](#)*

Property location

21. Is the Property and its address correctly described on the Contract? Yes No *If no, call us immediately.*
22. Have you reviewed and initialed the **attached** plan to confirm the highlighted lot on plan is the Property being purchased? Yes No *If no, please review and initial and return with this Questionnaire and Authority.*
23. 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.*
24. Are you aware of any particular or unusual features or location of the Property? Yes No *If yes, provide details:*
.....
25. Does the property have access to the adjacent road? Yes No *If no, provide details of the access:*
.....
26. Is the Property close to a main road, rail line, high voltage power lines, airport, creek, lake, beach or river? Yes No *If yes, provide details:*
.....
27. Is the Property near any major infrastructure projects (e.g. busway)? Yes No *If yes, provide details:*
.....
28. Is the Property in an area affected by floods or cyclones? Yes No *If yes, provide details:*
.....
29. Is the Property in a known mining district? Yes No *If yes, provide details:*
.....
30. Are you aware of any mining tenures or exploration permits that affect the Property? Yes No *If yes, provide details:*
.....

Use of Property

31. What is the Property currently being used for (e.g. investment property, residence, small business premises, hobby farm, or other use)?
32. Has the Seller or its real estate agent represented that the present use is possible or lawful? Yes No *If yes, provide details:*

33. Are you aware if you are the first Buyer of this Property (e.g. a new house and land package or new residence after demolition)? Yes No If yes, provide details:
.....

34. Are you acquiring the Property in connection with the carrying on of a business enterprise? Yes No If yes, provide details:
.....

35. Are you aware of other uses of the Property prior to its current use? Yes No If yes, provide details:
.....

36. Have you received any notice from the Seller or its real estate agent about contamination of the Property? Yes No If yes, provide details:
.....

37. Do you have reason to believe that the Property may be contaminated? Yes No If yes, provide details:
.....

38. Do you have any future plans or additional intended use for the Property (e.g. subdivision, building works, renting out the Property after settlement, business premises)? Yes No If yes, provide details:
.....

39. If you are acquiring the Property for development, are you proposing to carry out development under an existing approval for the Property? Yes No If yes, provide details:
.....

40. Are you acquiring the Property for 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:
.....

41. Are there physical features which may impact upon your use of the Property e.g. manholes for sewer, private foul water line? Yes No If yes, provide details:
.....

Other Property matters

42. 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:

43. 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:

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

45. Has the Seller or its real estate agent given you any notices that relate to the Property from any authority? Yes No If yes, provide copies and details:
.....

46. 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 create expensive rectification obligations.

47. Have any promises or representations been made by the Seller's real estate agent in relation to the Property (e.g. items included in the purchase 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 received other documents or disclosures, please provide these to us.

Please do not assume that the real estate agent or Seller has provided us with all documentation provided to you. These documents may affect your rights, and it is important that we receive copies of all documents you have received for our advice.

48. Is there a pool on the Property (including adjacent land used with the Property) or common property? Yes - on the Property
 Yes - on the common property
 No - proceed to Question 50

49. Did you receive:
 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 received it.

50. Did you receive a copy of any documentation relating to an application or order made by Queensland Civil and Administrative Tribunal for trees relating to the Property? Yes No If yes, please provide a copy when returning this Questionnaire and Authority.

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

52. Are you aware of any building covenants affecting the Property? Yes No If yes, provide details:

53. Have you signed any document relating to any covenants? Yes No If yes, please provide a copy when returning this Questionnaire and Authority.

54. Do you have reason to believe that the owner may have conducted work on the Property as an owner builder? Yes No Not Sure If yes, provide details:

55. Do you have any concerns about the Property or Contract? Are there any issues we should be aware of? Yes No If yes, provide details:
.....

56. Is there anything else we should know about the Property or the purchase? Yes No If yes, provide details:
.....

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

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

Goods and chattels

58. Are any goods or chattels (personal property) included in the Property being purchased? (Note: some items may be considered chattels despite appearing fixed such as solar panels, water tank/pump, large items temporarily stored on the land.) Yes No

59. If yes, 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.

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

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

Transfer Duty issues

62. Will any of the Buyers be living in the Property? Yes No If yes, provide details:
.....

63. Will the Property be the principal place of residence for any Buyers? Yes No If yes, provide details:
.....

64. If so, is this Property the first purchase of residential property anywhere in the world for all Buyers? Yes No

65. 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:
.....

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

67. Are you receiving the Property as a gift or are you paying 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.

68. Have you, or are you intending to, buy other property:
- from this Seller (or an associate or related party of the Seller)? Yes No
 - that is adjoining or closely located to this Property? Yes No
 - that may be used with this Property (for example, an adjoining block to redevelop, a business, plant or equipment)? Yes No

The other property may need to be considered in determining the transfer duty payable on this purchase.

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

Purchase price and deposit

69. Have you any reason to believe that the purchase price is less than the market value of the Property? Yes No If yes, provide details:
.....

70. Have you paid all of the deposit to the Deposit Holder? Yes No If yes, provide details (including date of payment):
.....

71. Have you, or will you be paying, all or part of the deposit by way of insurance bond or bank guarantee? Yes No If yes, provide details of insurance company or bank:
.....

72. If you paid the deposit by electronic transaction, have you provided the Deposit Holder and us with written evidence? Yes No If yes, provide details:
.....

73. Have you received any notice or communication from the Seller or the Deposit Holder about non-receipt of the deposit? Yes No If yes, provide details:
.....

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

Finance

If the Contract is subject to finance:

75. Have you made an application for finance?

Yes No *If no, please make application without delay.*

If yes, date made:

• Finance Amount:

\$.....

• Financier:

.....

• Financier Contact Details:

.....

76. Have you completed an authority from your financier to authorise our Law Practice to liaise with your financier to arrange settlement?

Yes No *If no, please contact your financier to make arrangements without delay. Delays to settlement or default under the Contract may occur if the financier is not authorised to liaise with the law practice to make arrangements when required.*

77. Is the amount you are borrowing from the financier sufficient to cover all of the funds required for settlement?

Yes No *If no, advise other sources and amounts:*

.....

78. Is other property of yours to be used as security for this purchase?

Yes No *If yes, provide details:*

.....

79. Is anyone else providing security for the finance for this purchase (e.g. a guarantor)?

Yes No *If yes, provide details including of their separate legal representation:*

.....

80. Are there any other conditions that must be satisfied or are you relying on other events to obtain settlement funds (e.g. sale of other property including existing home, inheritance finalisation, court settlement)?

Yes No *If yes, provide details:*

.....

81. Are you relying on a government grant for part of the funds required for settlement?

Yes No

If yes:

• provide details of the grant:

.....

• have you received confirmation of your entitlement to the grant or otherwise satisfied yourself that you meet the eligibility criteria for the grant

Yes No *If no, please check you meet the eligibility criteria as soon as possible. This is outside the scope of our retainer.*

Expert reports

If the Contract is subject to a Building and Pest inspection:

82. Have you made arrangements to obtain at least one (or both) reports? Yes No *If no, please make arrangements without delay.*

Searches

Our **First Letter** recommends that certain searches be ordered immediately or at least before the end of any applicable cooling-off period. Even if you order searches immediately they may not be received before the end of any applicable cooling-off period.

Please note that we are not obliged to order searches until we have cleared funds in trust to cover the costs of searches and a completed **Buyer Searches List** instructing us on which searches you wish us to conduct.

83. Have you sent to us the completed Buyer Searches List? Yes No *If no, please review and initial and return with this Questionnaire and Authority.*

84. Have you sent us money to cover the costs of searches? Yes No If yes, provide details:

.....

85. When do you want us to order searches? As soon as cleared funds are received into the law practice trust account

The Contract becomes unconditional

Other:

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Warning – you should read the information in our **First Letter** on the risks of delay in ordering searches. By instructing us to delay ordering your searches you acknowledge you have read this information and accept any risks from delaying the searches.

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

.....

Settlement arrangements

87. 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:

.....

88. Will you be making arrangements with the Seller's real estate agent for the handover of the keys or security access devices following settlement? Yes No If yes, provide details:

.....

89. Are you proposing a pre-settlement inspection of the Property? Yes No

Authority

To: Good Law QLD ('Law Practice')

From: ('Buyer')

Taking of Instructions

1. Each person named as Buyer authorises the Law Practice to take instructions from any person named as Buyer on behalf of all persons named as Buyer unless and until the Law Practice is informed that the authority of a person named as Buyer to provide instructions is withdrawn.

Extensions of Time

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

Required Forms and Declarations

4. Each person named as Buyer:
 - a. acknowledges that, in acting on behalf of the Buyer 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 Buyer as are necessary to conduct and complete the purchase 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 Buyer agrees that the Law Practice may destroy the Buyer's files 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 Buyer (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 Buyer's engagement of the Law Practice.

_____ / /
Date

_____ / /
Date

Annexure A

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

If any Buyer is a company

1. Is the company owned or controlled by foreign persons? Yes No *If yes, also complete Foreign Ownership section below*

2. Where is the company incorporated? Australia Outside Australia
If outside Australia, provide details of place of incorporation:

3. Provide Australian Company Number ('ACN') or Australian Registered Body Number ('ARBN'):

4. 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.

5. Are you intending to change the shareholding of the Buyer company in the next three years to foreign shareholders? Yes No N/A
(Note this may affect foreign acquirer duty payable in the future.)

If any Buyer is purchasing as trustee

6. Is the trust correctly described in the Contract? Yes No N/A

7. Are any of the beneficiaries of the trust foreign persons or foreign corporations? Yes No N/A
If yes, provide details of percentage of foreign trust interests:

8. Have you provided to us or your financier all relevant trust deeds and any deeds or documents varying the trust terms - either:
a. original copies; Yes No
If no, please immediately make arrangements to provide to us or your financier.

- b. copies 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
- c. the relevant Titles Queensland registered dealing numbers for the trust?

Please note that this evidence is critical to registering the transfer of the Property into your name as trustee for the trust. You should also give us a copy of any trust documents you have given to your financier.

9. Was any deed signed after 15 May 2020?

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

Foreign ownership

10. Is any individual Buyer **not** an Australian Citizen or permanent resident of Australia?

Yes No If yes, provide details:

.....

11. If any Buyer is a company or a trustee of a trust, is the company or trust owned or controlled by foreign persons?

Yes No If yes, provide details:

.....

12. If the answer to either of the above questions is Yes – has the Foreign Investment Review Board (**'FIRB'**) issued a no objection notification for the purchase of the Property?

Yes No N/A If yes, provide details:

If FIRB has not issued a required no objection notification, have you ensured that you have sufficient funds required for the application (which may be significant) in addition to the funds required for settlement?

Yes No N/A Provide details:

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

For any individual Buyer 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):

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

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

15. 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.

16. 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.*

17. 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 buying a lot in a Community Titles Scheme e.g. unit, townhouse

1. Would you like us to obtain copies of the Caretaking and Letting Agreements/Contracts between the Body Corporate and Contractors, and provide an advice? Yes No

Please note that there may be additional fees payable for an advice on the Caretaking and Letting Agreements/Contracts.

2. 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 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*):
- b. any body corporate consents to improvements made by the Seller to common property that are not in place? or Yes No
- 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 Yes No
- d. a change or proposed change in the insurance details for the building and public liability for the body corporate? Yes No

3. 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 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*):
- b. any proposal for the body corporate to fix a special contribution to be levied Yes No

on lot owners or the issuing by the body corporate of a levy notice for a special contribution? or

- c. 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 and litigation), or any deferred levies or adjustments to sinking fund, sinking fund refunds or new body corporate loans during COVID-19? or Yes No
- d. anything else you are aware of regarding the affairs of the body corporate which may affect you? Yes No

4. Are you expecting any courtyards, car spaces, balconies, storage areas as part of your purchase? Yes No If yes, provide details:

5. Are you aware of any car parks, air courtyards, conditioning units, pergolas, rainwater tanks or other items, which appear to be used in connection with or benefit the lot being purchased? 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: