

## READ AND RETAIN

### To-Do List for Seller

Item	Completed <input type="checkbox"/>
1. Read our <b>First Letter</b> pack and all attachments and call us if you have any questions or concerns, including any matters that might be excluded from our retainer that you consider might be important to you or the transaction.	<input type="checkbox"/>
2. Complete the <b>Questionnaire and Authority</b> and the <b>Seller Searches List</b> and return them to us as soon as possible.	<input type="checkbox"/>
3. Contact us as soon as possible to make arrangements to attend at our office or at the office of an authorised agent for a verification of identity check and to sign the Client Authorisation Form.	<input type="checkbox"/>
4. If purchase price or market value \$750,000 or more (less any GST input tax credits) please provide, for each Seller, either: <ul style="list-style-type: none"> <li>• Valid Clearance certificate; or</li> <li>• Variation notice;</li> </ul> <b>OR</b> <ul style="list-style-type: none"> <li>• Complete the attached <i>Foreign resident capital gains withholding clearance certificate application</i>;</li> </ul> <b>OR</b> <ul style="list-style-type: none"> <li>• Consider obtaining a valuation of the Land and Improvements prepared by a registered valuer if the sale involves items in addition to the Land and Improvements.</li> </ul>	<input type="checkbox"/>
5. Diarise all the Critical Dates noted in our <b>First Letter</b> and ensure that you provide us with instructions before all the dates.	<input type="checkbox"/>
6. You should inform us if compliant smoke alarms are not installed in the property / will not be installed by the Settlement Date as this may affect the amount you receive at settlement. See Booklet for more information.	<input type="checkbox"/>

7. If there is a pool and you have not obtained and provided to the Buyer either: a current Pool Safety Certificate; Exemption Certificate; OR (before signing) a Notice of no Pool Safety Certificate, then arrange a Certificate urgently as this may take some time to arrange. See the [Booklet](#) for more information including potential Buyer termination rights if not provided on or before Settlement.
8. Contact us as soon as possible if for any reason you may wish to exercise any rights (either now or in the future) that we have given you advice on.
9. Contact your bank, tell them you are selling (and that we are acting for you), sign any discharge authority for each mortgage to request the bank to prepare a release of each mortgage. Tell us once you have done this so we can liaise with your bank to arrange settlement.
10. Consult with your accountant or financial adviser on the tax implications of the transaction. Action, or diarise to attend to, all things necessary from a tax perspective (for example, GST-registration issues, keeping evidence of the transaction for CGT records, advice on whether GST Withholding applies).
11. Provide copies and details of any Powers of Attorney that were used to sign the Contract or which you intend to use to sign the transfer documents (see [Questionnaire and Authority](#) for more detail).
12. Provide a copy of any Tenancy Agreement to our office and call us to discuss the tenancy. Also have the managing agent forward a current rental statement and advise if further rental payments are made after the statement is given.
13. Provide us with recent notices and communications you have given to or received from your tenants. Tell us if you intend to give any further notices or communications. Also tell us if you receive any further notices or communications from your tenants.
14. Provide a copy of your latest rates, water and land tax (if any) notices that you have received as the Buyer may request a copy. If you intend on paying them before settlement, make payment well before settlement and forward receipts to us as evidence of payment.
15. Provide us with copies of any documents given to the Buyer by you or your real estate agent (now or in the future) that we may not already have received a copy of.
16. Provide a copy of any notices you have recently received from any authorities about the Property, including any body corporate notices (if in a body corporate) and inform us of any orders you are aware of that affect the Property. Let us know as soon as possible if before settlement you receive any further notices or become aware of any further orders.

17. Contact us as soon as possible if:



- there are issues of particular concern or importance about the Property that have not already been disclosed in the Contract;
- there are issues discussed in the “Warranties and Disclosure” section of the **Booklet** that apply to the Property (for example, contamination and environmental issues, undisclosed encumbrances, work done to the Property as an owner-builder);
- there is anything in the **Contract and Property Report** that does not reflect the Property or the Contract as you understand the situation to be - such as:
- there is a pool that is not noted on the Pool Safety Register and the Contract;
- there are unregistered dealings, undisclosed encumbrances, tenancies or other interests affecting the Property;
- there are unsatisfied Court orders or writs of execution affecting the Property;
- there are outstanding show cause or enforcements notices affecting the Property or you have received communication from an authority that may lead to the issuing of a show cause or enforcement notice;
- there are unsatisfied notices issued by a competent authority or court requiring work to be done or money spent on the Property, or you have received communication from an authority that may lead to the issuing of this type of notice;
- you are aware of any outstanding conditions of a development approval attaching to the Property;
- you are aware that the Property is listed on either the World Heritage or Queensland Heritage list;
- you are aware of any disputes with neighbours, applications or orders over trees or fences;
- there are any encroachments (for example a fence or building that goes over the boundary onto the Property or a neighbouring property);
- any authority has given a notice requiring work or advising of a resumption;
- there are any building covenants you are aware of that affect the Property;
- you are selling a lot in a community titles scheme, and you are aware of any order or decision of the body corporate that might affect the common property or the body corporate assets or that consent to a new community management statement, improvements to common property or allocations affecting your lot; or
- you are selling a lot in a community titles scheme and you are aware of any existing or expected liabilities of the body corporate not part of the body corporate’s normal operating expenses (e.g. unsatisfied debts, judgments or orders against the body corporate or other liabilities that may result or have resulted in the levying of a special contribution against lot owners, such as

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where works are required due to building defects such as combustible cladding or concrete cancer).

18. Cyber criminals have been hacking into communications. Do not act on any communication (from us, or anyone else) that requires you to send, deposit, pay or transfer funds above \$10,000 (Australian dollars or equivalent in another currency) or give any funds transfer information you receive to someone else – until you:
1. check the phone number of the apparent original sender of the communication – use a source other than the communication that asks for money;
  2. contact the apparent original sender (including us) of that communication by using that phone number;
  3. **read out and read back the account and BSB numbers** (or other specific payment details where applicable, e.g. if not a bank account) contained in the communication; and
  4. confirm any instructions.

You may wish to also consider checking for amounts less than this on a case-by-case basis.

Please send a copy of any funds transfer or deposit confirmation as soon as possible after a funds transfer or deposit is made over \$10,000.

19. If you obtained a duty concession as a first homeowner or homeowner when buying the Property:
- check the information in the **Booklet**; and either
  - check the Queensland Treasury website (<http://www.treasury.qld.gov.au>); or
  - call the Queensland Revenue Office – 1300 300 734

to see whether your current sale of the Property or other actions you may have taken will have “disposed” of the Property so that you are no longer eligible to receive all or part of the grant or concession. If so, contact the Queensland Revenue Office immediately to request a reassessment.

20. Once the Contract is unconditional, arrange for services such as electricity, gas, phone, internet and pay-tv to be disconnected as at the settlement date.

21. **Make a note to contact us closer to settlement to deliver the keys to us or your real estate agent (depending on what is required by the Buyer) before settlement.**

22. Contact us as soon as possible if for any reason you have any concerns or you do not wish us to complete settlement on your behalf. In the absence of instructions from you raising any concerns or instructing us not to proceed to settle we will attend to these things in an effort to ensure that you do not breach your obligations under the Contract.