PLEASE READ AND RETAIN

To-Do List for Seller

	Item	Completed ⊠
1.	Complete the Questionnaire and Authority and return them to us as soon as possible together with copies of the material requested in the Questionnaire and Authority.	
2.	Complete <i>Foreign resident capital gains withholding clearance certificate application</i> (link can be located on our website or initial email of advice) - Please provide, for each Seller, either:	
	Valid clearance certificate; or	
	Variation notice.	
3.	Diarise all the Critical Dates noted in our <u>First email</u> and ensure that you provide us with instructions before all the dates.	
4.	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.	
5.	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.	
6.	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.	
7.	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).	
8.	Provide copies and details of any Powers of Attorney used to sign the Contract or which you intend to use to sign the Client Authorisation Form or transfer documents (see Questionnaire and Authority for more detail).	
9.	Provide a copy of Tenancy documents (including Residential Tenancy Agreement or Rooming Accommodation Agreement and evidence of last rent increase) to our office and call us to discuss. Also have the managing agent forward a current rental statement and advise if further rental payments are made after the statement is given. See the <u>Booklet</u> for more information including potential Buyer termination rights if not provided on or before Settlement.	
10.	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.	

	Item	Completed ⊠
11.	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.	
12.	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.	
13.	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.	
14.	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 <u>Contract and Property Report</u> 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	

	Item	Completed ⊠
	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 where works are required due to building defects such as combustible cladding or concrete cancer).	
15.	If you obtained a duty concession as a first home owner or home owner when buying the Property:	
	• check the information in the Booklet ; and either	
	 check the Queensland Treasury website (<u>http://www.treasury.qld.gov.au</u>); 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.	
16.	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. [NOTE: Consider whether you may require these services if settlement does not occur on the settlement date for any reason.]	
17.	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. [NOTE: You may be required to deliver them to us with notice of only two clear business days.]	
18.	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.	