Questionnaire to Gather Information for Vendor Statement

1. TAX

The sale of residential properties does not attract GST unless new, substantially renovated or vacant land.

If you have any queries regarding GST, capital gains tax or any other taxation issues you should consult your accountant.

2. TITLE

We shall obtain a current search of the title to the property.

Who has control of the certificate of title for your property?

☐ With us ☐ Returned with this questionnaire

☐ With: ____________________ ☐ With lender – complete **Mortgage** below

3. MORTGAGE

If you owe money to a finance institution there will most likely be a mortgage registered on your title. We will arrange for a discharge of that mortgage and will send to you a discharge authority for signing and return to our office in the near future.

Do you have a mortgage? ☐ Yes ☐ No

If yes, lender: ____________________ Account no: ____________________

4. DEPOSIT RELEASE

The purchaser will pay a deposit, usually 10% of the purchase price. If you do not have a mortgage we will arrange for the deposit to be released to you 28 days after the contract is signed.

If there is a mortgage over the property the purchaser's consent to deposit release is required and to obtain that consent we must firstly obtain written details of the amount due under the mortgage from your lender, provide that information to the purchaser and then wait for a maximum of 28 days for the purchaser to agree to release. The whole process may take up to 60 days. The agent is entitled to payment of commission upon release of the deposit.

Do you want us to seek deposit release? ☐ Yes ☐ No

If yes, please complete the details of your financial institution and loan account numbers on the attached authority, sign it and return it with this questionnaire so that we can send it to your lender.

5. PROPERTY

Are you aware of any road construction proposals in your area? ☐ Yes ☐ No

If yes, give details: ____________________

Has the local council notified you of any plans it has in relation to the area, such as:

- Declaring a flood level? ☐ Yes ☐ No
- Designating the area as 'significant'? ☐ Yes ☐ No
- Declaring the area to be subject to termite infestation? ☐ Yes ☐ No
- Declaring the area to be subject to contamination? ☐ Yes ☐ No
- Creating any parks or reserves? ☐ Yes ☐ No

If yes, give details: ____________________

Is there anything happening in the area which purchasers might regard as relevant, such as a large apartment block is to be constructed in near proximity to your property? ☐ Yes ☐ No

If yes, give details: ____________________

Are you aware of any discrepancies between the title boundaries and the occupational boundaries, that is the fences? ☐ Yes ☐ No

If yes, give details: ____________________

Are there any party or common walls affecting your property? ☐ Yes ☐ No

If yes, give details: ____________________

6. LEASES

Does anyone else have a right to occupy the property? ☐ Yes ☐ No

If yes, give details: ____________________

If there is a lease or occupancy that will continue to affect the property after settlement please provide a copy of the lease or agreement.

7. EASEMENTS

Are you aware of any drainage easements over the property? ☐ Yes ☐ No

If you have built over any easement did you obtain the consent of the authorities? ☐ Yes ☐ No

If yes, give details: ____________________

Are there any unregistered easements existing over the property? For example, your next-door neighbour regularly uses part of your driveway to access their property. ☐ Yes ☐ No

If yes, give details: ______

As far as you know are all drains, sewers and telephone lines et cetera contained within normal locations? ☐ Yes ☐ No

If no, give details: ______

8. SEWERAGE AND WATER

Is the property sewered by mains? If using a septic tank tick No. ☐ Yes ☐ No

Are the water supply and sewerage services of the normal standard available in the locality? ☐ Yes ☐ No

If no, give details: ______

9. IMPROVEMENTS/BUILDINGS

Was the house built or have any improvements, renovations, or works been carried out during the past 7 years? ☐ Yes ☐ No

If yes, give details: ______

If yes, please provide copies of the building approvals or permits, certificate of occupancy or certificate of final inspection and any building warranty insurance.

If you do not comply with the strict disclosure requirements the purchaser could withdraw from the purchase right up to the date of settlement.

The Act governing building works is unclear and even quite minor works which did not require a permit could be considered 'owner-builder' works – there are not yet any test cases. If you are considered an 'owner-builder' you would need to obtain a condition report, include certain warranties in your contract and provide warranty insurance if the cost of the works was over $16,000.

If you have done any works to your property, regardless of how small or whether there were registered trades involved, we recommend you speak to a building inspector to confirm whether or not a 137B report is required.

Have you spoken to a building inspector regarding owner builder works? ☐ Yes ☐ No

Please provide name & contact details for the building inspector you consulted:

Did the building inspector advise that a 137B report was required? ☐ Yes ☐ No

Is there a swimming pool or spa? ☐ Yes ☐ No

Do you have a Compliance Certificate? ☐ Yes ☐ No

Are there smoke alarms fitted in accordance with council requirements? ☐ Yes ☐ No

10. PLANNING

Is it possible that the property could be of historical, heritage or archaeological significance? ☐ Yes ☐ No

If yes, give details: ______________________________

11. OUTGOINGS

What are the outgoings, that is water, council, land tax and owners corporation fees, and to what date have they been paid?

Copy bills attached ☐ Yes ☐ No

OR Give details: ______________________________

____

Is the property affected by an owners corporation ☐ Yes ☐ No

If yes, managers name: ______________________________

Managers address: ______________________________

Note: *If the plan of subdivision comprises more than two lots an owners corporation certificate MUST be provided to the purchaser if the property is affected by an owners corporation. The owners corporation is entitled to charge approximately $150 for this certificate. We will obtain this certificate on your behalf.*

12. SERVICES

Are all services connected? ☐ Yes ☐ No

Please advise the names of the suppliers for:

Sewerage and water: ______________________________

Gas: ______________________________

Electricity: ______________________________

Telephone: ______________________________

You must arrange for a final reading of all gas, electricity and telephone services immediately before settlement.

13. NOTICES AND ORDERS

Have you received any notices at all, from any authority, other than annual rates notices or are any likely? Details must be included in the vendor statement. ☐ Yes ☐ No

If yes, give details: ______________________________

14. INSURANCE

Please ensure that you **keep the property fully insured until settlement** – there are situations in which purchasers can withdraw if a property is substantially damaged and not reinstated before settlement.

15. CHATTELS AND FIXTURES

You should consider what is included in the sale of the property. Fixtures are included in the sale. A fixture is something which is so affixed to the property that damage would be caused to it or the property if it were removed, for example a built-in wardrobe. Chattels are NOT included in the sale. Chattels are things that can easily be removed without damage, for example a freestanding washing machine that plugs into a power point.

The contract includes all improvements and fixtures, together with whatever chattels are particularly listed in the contract. The purchaser is entitled to the property, improvements, fixtures and specified chattels at settlement in the same condition as inspected as at the contract date, fair wear and tear excepted.

If there is an item that is permanently fixed to the property that you wish to take with you, you would be wise to specifically exclude it in the contract. If the property includes a dishwasher a purchaser will ordinarily expect that the dishwasher stays with the property.

16. YOUR LEGAL OBLIGATIONS ON SALE

You must ensure that you provide us with as much information as possible. If the vendor statement is incorrect or incomplete the purchaser may be able to avoid the contract and also bring an action against you for misleading conduct. This situation could also result in you being liable for agent's commission on the sale together with additional legal fees.