

## **VENDORS STATEMENT QUESTIONNAIRE**

**Please complete in full – we cannot proceed if information is missing:**

**SELLER (Owner)** (please insert full legal names as listed on your Title)

**First name Middle Name and Surname as registered on your Title to the property.**

Vendor 1 \_\_\_\_\_ Date of Birth \_\_/\_\_/\_\_

Mobile Phone No. \_\_\_\_\_

Email Address \_\_\_\_\_@\_\_\_\_\_

Vendor 2 \_\_\_\_\_ Date of Birth \_\_/\_\_/\_\_

Mobile Phone No. \_\_\_\_\_

Email Address \_\_\_\_\_@\_\_\_\_\_

**Home Address** \_\_\_\_\_

**Postal Address** \_\_\_\_\_

**Phone Numbers** Home \_\_\_\_\_ Work \_\_\_\_\_

Please provide details of any maiden names or previous names that you have been known as (this is a new Government requirement)

Vendor 1 \_\_\_\_\_ Vendor 2 \_\_\_\_\_

Is any Registered Proprietor now known by another name? If so what name does your current ID documentation reflect? \_\_\_\_\_

Reason for name change? Marriage/Divorce/Legal name change? \_\_\_\_\_

### **IF THE PROPERTY IS REGISTERED IN THE NAME OF A COMPANY:**

**Sole Director Company** ☐ Yes ☐ No **A.C.N.** \_\_\_\_\_

**Company details: Full names and addresses of Director/s**

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Contact details: Mobile Phone** \_\_\_\_\_

**Email** \_\_\_\_\_@\_\_\_\_\_

**Are you Registered for GST?** **ABN** \_\_\_\_\_

**IF THE PROPERTY IS BEING SOLD BY A TRUSTEE:**

Trust Name \_\_\_\_\_

Trust Type \_\_\_\_\_

Trust ABN \_\_\_\_\_

Your Accountant's details should we require further information regarding the Trust

Name \_\_\_\_\_

Email address \_\_\_\_\_@\_\_\_\_\_

Phone Number: \_\_\_\_\_

Is the property being sold inclusive of GST? ☐

Is the property being sold plus GST? ☐

Will the margin scheme apply? ☐

**IF YOU ARE REPRESENTING THE SELLER UNDER A POWER OF ATTORNEY OR AS A GUARDIAN OR EXECUTOR:**

Acting for the Vendor as Executor/Administrator ☐ Attorney under a Power of Attorney ☐  
Guardian under a Guardianship Order ☐

Contact 1 details: \_\_\_\_\_ Date of Birth \_\_/\_\_/\_\_

Address for correspondence: \_\_\_\_\_

Contact 1 phone number \_\_\_\_\_

Contact 1 email address: \_\_\_\_\_@\_\_\_\_\_

Contact 2 details \_\_\_\_\_ Date of Birth \_\_/\_\_/\_\_

Contact 2 phone number \_\_\_\_\_

Contact 2 email address \_\_\_\_\_@\_\_\_\_\_

Is the Vendor able to sign documents on their own behalf? ☐

**Please provide us with a copy of the Power or Attorney, Guardianship Order or Probate/Letters of Administration where applicable**

Have any of the Vendors registered on Title passed away? ☐

Please provide date of death of the deceased registered proprietor \_\_/\_\_/\_\_

**We will need to prepare and lodge a Survivorship application on behalf of the surviving proprietor on title before a Settlement can take place.**

## **DETAILS ABOUT THE PROPERTY TO BE SOLD**

### **Property**

#### **Address**

Street or Lot No. \_\_\_\_\_

Street Name \_\_\_\_\_

Suburb \_\_\_\_\_

Is the sale the result of a breakdown of a relationship? YES ☐ NO ☐

We will need written instructions from both parties or each Family Law Solicitor to advise how the funds are to be paid at Settlement together with a copy of the Binding Financial Agreement if applicable.

**TYPE OF PROPERTY** ☐ House ☐ Land ☐ Unit ☐ Factory ☐ Other

Approximate Age of Dwelling: \_\_\_\_\_ (IF UNDER 7 YEARS YOU WILL NEED TO COMPLETE BUILDING SECTION ON PAGE 5)

### **TITLE DETAILS**

**LOT NUMBER** \_\_\_\_\_ **PLAN NUMBER** \_\_\_\_\_ **VOLUME** \_\_\_\_\_ **FOLIO** \_\_\_\_\_

#### **Please provide answers to the following:**

Does the property back onto a Laneway ☐ YES ☐ NO

Is there a separate Title for a Car Space ☐ YES ☐ NO

Do the Fence Boundaries match Title Boundaries ☐ YES ☐ NO

Do you have your own Water Meter to the property? ☐ YES ☐ NO

Do you have a Pool or Spa - if yes, please complete the questions on page 6 ☐ YES ☐ NO

Are there any structures built over any easements? ☐ YES ☐ NO

Are there any unregistered easements on title? ☐ YES ☐ NO

Has the property been subject to contamination? ☐ YES ☐ NO

If there is a Covenant on Title, has it been breached? ☐ YES ☐ NO

Have you received any notices from anyone? ☐ YES ☐ NO

(purchaser must be made aware of anything that may impact on them when purchasing property, Fencing Notice/ Noise disturbance, road making charge etc)

Are there any developments proposed that may affect your property or matters a Buyer should know about that may affect the sale? ☐ YES ☐ NO

### **RATES AND CHARGES** (list authority and amount of rates payable)

1. Name of Council \_\_\_\_\_ \$ amount paid per annum

**Please provide a copy of your current Rates Notice.**

2. Water Authority \_\_\_\_\_ \$ amount paid per quarter

3. other (Owners Corporation etc) \_\_\_\_\_ \$ amount paid & date paid to / /

Please provide a copy of your last Owners Corp Invoice

Are there any outstanding monies for Roads or Sewerage Schemes?

### **SERVICES** Please indicate the services currently connected to the property

☐ Electricity ☐ Phone ☐ Gas ☐ Sewerage ☐ Water

### **Some Questions regarding the Sale**

Will the property be sold by Private sale / or Auction?

Date of Auction? \_\_\_\_\_

Please advise us and the Agent the fixed items not included in the sale?

\_\_\_\_\_

YOUR AGENT NAME: \_\_\_\_\_

AGENCY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT NUMBER \_\_\_\_\_

AGENT EMAIL DETAILS \_\_\_\_\_

### **TITLE INFORMATION**

Where is the original Title Held? (if you have a Mortgage it will be with your Bank)

\_\_\_\_\_ We will require the Title no  
later than two weeks prior to settlement

### **DETAILS OF MORTGAGE AND OR CAVEAT** **(please provide details of all loans secured by this property)**

Lender \_\_\_\_\_

Name

Address

Telephone Number: \_\_\_\_\_ :

Loan No. \_\_\_\_\_ Amount owing \_\_\_\_\_

Details of Caveat if applicable: Caveator \_\_\_\_\_ Amount owing \_\_\_\_\_

Is this Mortgage linked to other properties? ☐ YES ☐ NO

Do you need the deposit released prior to Settlement? ☐ YES ☐ NO

### **IMPORTANT NOTES:**

- If you owe the bank more than 80% of the value of your property, the deposit will not be able to be released to you until Settlement day.
- If your sale is the result of a relationship separation, if any disputes you will need to engage a family law solicitor, if we need to be involved in the family law matter, extra fees will apply.

Are you considering refinancing to another Bank? ☐ YES ☐ NO

You must advise us if you do, to avoid any delays in Settlement

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## **BUILDING APPROVALS AND BUILDING WORKS**

It is illegal to sell property where building works have been undertaken without providing the Purchaser with the required disclosures:

NOTE: IF YOU HAVE RENOVATED YOUR HOME OR CARRIED OUT BUILDING WORK INCLUDING NON STRUCTURAL WORK ON THE PROPERTY AND YOU ARE NOT A REGISTERED BUILDER THEN YOU ARE CLASSED AS AN "OWNER BUILDER" AND MUST ABIDE BY THE OWNER BUILDER REQUIREMENTS TO SELL YOUR PROPERTY.

### **FOR HOMES BUILT IN THE LAST 7 YEARS:**

You will need to provide us with:

A copy of the Building Permit

A copy of the Occupancy Permit

A copy of the Six Year Builders Warranty

### **FOR HOMES THAT HAVE HAD ANY RENOVATION WORK CARRIED OUT IN THE LAST 7 YEARS**

Have any building works been undertaken on the property either by you or the previous owner in the past seven years?

***Building works include the following and includes work carried out by you, a sub Contractor or a Builder or Tradesperson***

☐ Kitchen ☐ Bathroom ☐ Laundry renovation ☐ Removal of Walls, structural and non structural ☐ Deck ☐ Veranda ☐ Pool ☐ Pool Fence ☐ Spa ☐ Spa Fence ☐ Carport, ☐ Garage ☐ Shed ☐ Pergola ☐ Gazebo ☐ Cabana ☐ Pool House ☐ Boundary Fence ☐ Extension

***For the above works if they have not been carried out by a registered builder you will need to provide us with a 137B defects report and possible Owner Builder Insurance***

☐ NO There has been no building work carried out in the last seven years on the property

☐ YES: Set out below are the details of building work carried out in the last seven years

Type of Building work \_\_\_\_\_

Date that the work began and was completed \_\_\_\_\_

(if applicable) Building Permit No. \_\_\_\_\_ Date \_\_\_\_\_

Approximate value of building works \$ \_\_\_\_\_

Who carried out the work? \_\_\_\_\_

**Please provide a copy of all Permits for works carried out in the past seven years**

If you believe any building works were carried out by a previous owner, please provide us with a copy of the Vendors Statement from your Purchase of the property.

### **OWNER BUILDER WORK**

Did you take any of the permits out in your own name as an owner builder? ☐ YES ☐ NO

**\*\*\*\*IMPORTANT: IF YOU CARRIED OUT ANY BUILDING WORK YOURSELF OR HAD THE WORK DONE BY A TRADESPERSON WITHOUT OBTAINING A PERMIT – THAT BUILDING WORK WILL BE CONSIDERED "OWNER BUILDER WORK" TO WHICH THE FOLLOWING RULES APPLY:**

- 1, An Owner Builder Report (137B Report) must be obtained and provided to all prospective Purchasers. The Report must be three months old or less at the time of entering into a Contract.
- 2, Owner Builder Insurance must be provided for all Owner Builder Work which is valued at over \$16,000.00 if that work is less than six and a half years old. It is against the law to sell a property with Owner Builder Work without having the required insurance in place at the time of sale.

**WHERE A PROPERTY IS TENANTED** Please provide the following:

1. Details of the Managing Agent of the property

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_@\_\_\_\_\_

2. Is the property currently Tenanted under a Lease? ☐ YES ☐ NO

**Please provide us with a copy of the current Lease even it has expired and is continuing on a month to month basis**

3. Will you be selling the property tenanted or with vacant possession?

☐ Tenanted ☐ Vacant Possession

4. What is the monthly rental payable by the tenant \$ \_\_\_\_\_

5. Are you aware of any items at the property which are in need of repair or replacement by the tenants? If so, please ensure that the Selling Agent makes reference to same in the Contract.

6. Has a Notice to Vacate been served upon the Tenant? **If no please ensure that the Tenants have been served Notice with ample time (allow 75 days to provide 60 days notice under the Lease, a day for service and 14 days for purchaser loan approval) to Settle on a Sale if you intend to sell the property with vacant possession.**

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**BODY CORPORATE DETAILS**

If you are selling a Unit that has Common property or is affected by an Owners Corporation

Is the Owners Corporation Managed? If so please provide the following:

Name\_of Manager \_\_\_\_\_

Address \_\_\_\_\_

Email Address \_\_\_\_\_@\_\_\_\_\_

Phone number \_\_\_\_\_

**If the property is managed by an Owners Corporation Manager we are required to obtain an Owners Corporation Certificate the fee charged by O.C. Managers for a Certificate is \$180.00 and will take ten working days from the date we apply. If you require the Section 32 to be completed more urgently, we will need to obtain a more urgent OC Certificate, the fee for which is \$300.00 and the cost will be added to cost of preparation of your Section 32 Statement.**

If the property is not managed:

Please provide a copy of the Body Corporate Public Liability Insurance in the name of the Body Corporate.

All properties with Common Property must have a current Public Liability Insurance in place for not less than \$10 million. If a property is sold without the required insurance in place prior to a sale, a purchaser can void the Contract any time up until Settlement.

Please provide us with a copy of the last AGM Minutes

Have there been any notices served regarding Special Levies?

☐ Yes ☐ No

YES/NO

Is there a separate Lease/Licence for Courtyard/Car Space or Storage Areas with the Body Corporate ☐

## **SOME COMPLIANCE LEGISLATION THAT MAY AFFECT YOUR SALE:**

### **SWIMMING POOL REGISTRATION AND COMPLIANCE:**

As at the 1<sup>st</sup> December 2019 new laws have been introduced, making it mandatory for owners of properties which have a permanent Swimming Pool or Spa registered with their Local Council. Owners are also required to obtain and lodge a Compliance Certificate for the safety of their Pool or Spa Barrier every four years.

Owners will be required to arrange for a registered building inspector to carry out an inspection and issue the compliance certificate.

On first registering your Pool or Spa with Council, you will be notified of the due date for the first Certificate of Pool/Spa Barrier Compliance. You will be required to have your inspection undertaken and provide Council with a Compliance Certificate by that due date.

Please provide us with the following information which will be required by any prospective purchaser when signing the Contract:

I/We have not carried out any of the registration or compliance requirements at this time ☐  
(Please provide a copy of the Council Registration acknowledgement)

OR

Notification to register the Pool/Spa Barrier was made to Council on        /        /20

AND

We have not received a due date for compliance ☐

We have received notification of a due date, that date being        /        /20

The First Compliance Certificate was lodged with Council on        /        /20

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### **AUSTRALIAN TAXATION REQUIREMENTS ON SALE OF PROPERTY**

#### ***FOREIGN RESIDENT CAPITAL GAINS TAX***

For all property sales you will be required to provide a Tax Clearance Certificate – we will assist you with this process.

Please provide your tax file number        — — —

And answer the following questions:

Has your residency changed or will it change before you sell your home ☐ Yes ☐ No Have you lodged an Australian Tax return in the last two years ☐ Yes ☐ No

Are you holding the property on behalf of a foreign resident/company ☐ Yes ☐ No

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#### ***GST WITHHOLDING TAX***

If you are selling a residential block of land or a new residential property, you will be affected by the new GST withholding legislation. If you are registered for GST or are required to be registered for GST, an amount equivalent to the GST amount payable (usually 10%) of the sale price will be withheld from your sale funds and paid to the Taxation Department at Settlement.

**\*\*\*\*Please advise if you will be away and the dates during this sale. Very important that you make us aware to avoid any delays in settlement.**

**\*\*\*\*If you are looking to purchase another property, we offer a free service to peruse all contracts before you sign to avoid any hidden surprises – we also suggest you try to match your settlement dates if you need the funds to purchase from your sale.**

**Should you change your address, phone or email details between now and when a Contract is entered into, can you please notify us so that we can change our records.**

I/WE ACKNOWLEDGE that all Legal, GST, Stamp duty, or other Taxation advice, Wills and Estate Planning, Property Zoning and Planning or Building advice or any other advice that may be deemed to be such advice, can and will only be given through the a qualified legal practitioner, Accountant or other relevant professional, which advice we will seek on our own behalf..

I/WE ACKNOWLEDGE that is a legal requirement to notify our Selling Agent of any Material Fact affecting the property namely:

A Defect in the Structure of the Dwelling, including Termite infestation, combustible cladding, asbestos or contamination through prior uses of the land.  
There has been a significant event at the property including a flood or bushfire.  
There are restrictions on vehicular access to a property that are not obvious during a property inspection (such as truck curfews or where access is via an easement that is not apparent on the Certificate of Title or plans).  
Neighbourhood facts, such as development proposals. Contamination.  
Any works undertaken on the property without a Planning Permit.  
A serious Crime has taken place at the property.

DATED ..... 20.....

I/We the undersigned HEREBY REQUEST and AUTHORISE SP Conveyancing Victoria Pty Ltd to prepare a Vendors Statement pursuant to the Sale of Land Act 1961 on my/our behalf.

I/We authorise SP Conveyancing Victoria Pty Ltd to obtain any required Certificates and agree to refund SP Conveyancing Victoria Pty Ltd the cost of the disbursements as required. I/We authorise SP Conveyancing Victoria Pty Ltd to register a charge on the property for any unpaid fees and disbursements.

We will account to you for the cost of preparation of your Section 32 upon completion, if you are suffering any financial difficulty please let us know so that we can assist you with an alternate arrangement.

SIGNED by the said Vendors

\_\_\_\_\_  
\_\_\_\_\_

If you are signing under a Power of Attorney, please provide us with a Certified copy of the document.

PLEASE COMPLETE AND RETURN THIS FORM IN PERSON, OR VIA EMAIL  
[spc05@spconveyancing.com.au](mailto:spc05@spconveyancing.com.au)