

(Name of Agency)
Name of Salesperson: _____

SELLER INSTRUCTION SHEET

Name of Registered Owner of Property: _____

If a Company: ACN: _____ ABN: _____

Address of Owner: _____

STATE: _____ POSTCODE: _____

Telephone No:() _____ Facsimile No: () _____

E-mail Address: _____

Address of Property: _____

Real Property Description: Lot: _____ on RP/SP: _____

County: _____ Parish: _____

Certificate of Title Reference: _____

Particulars of any Encumbrances: (e.g. Easements & Restrictive Covenants) _____

FACSIMILE AND EMAIL

I/We consent to the use of facsimile transmission and/or e-mail as a form of communication when transmitting Contracts for the sale of my/our Property.

My/Our preferred email address or facsimile number for receiving such documents are:

Email address: _____

Facsimile number: _____

GST

Is the sale of the Property to be GST inclusive or GST exclusive? Yes/No

*If the sale is a taxable supply and GST is applicable you should speak to your accountant and/or solicitor to enquire whether a special condition will be required to be inserted in the Contract in your circumstances?
(Eg notification to elect to apply the margin scheme)*

DETAILS OF CURRENT TENANTS

Name of Tenant: _____

Period of Tenancy Agreement: _____ Date of Tenancy Agreement: _____

OWNER/BUILDER

Has the house or any improvements been constructed by an owner builder? Yes/No

COUNCIL APPROVAL

Has Council approval been obtained for all Improvements including carports, additions? Yes/No

ENCROACHMENTS

Particulars of any Encroachments: _____

MATTERS ADVERSELY AFFECTING THE PROPERTY

matters adversely affecting the Property (eg contamination): Particulars of any other

BODY CORPORATE INFORMATION

Name of Body Corporate: _____

Address of Body Corporate Manager: _____

Section 223(2) and (3) of the Body Corporate and Community Management Act says that a Seller must guarantee that at the date of the Contract the Body Corporate records do not disclose:-

- (a) any latent or patent defects affecting common Property or Body Corporate assets;
- (b) any actual contingent or expected liabilities other than normal operating expenses or as otherwise disclosed in the Contract.

Section 223(4) states that a Seller is taken to have knowledge of these matters if the Seller ought reasonably to have such knowledge. Please provide particulars of any matters adversely affecting the Body Corporate including the Body Corporate assets and Common Property:

LETTING POOL

Is the Property included in a Letting Pool? If so, have you signed a Letting Agreement? Please provide a copy of the Letting Agreement as the Contract must be made subject to the assignment of this Agreement:

BUILDING COVENANTS

If the Property you are selling is vacant land or a house then please advise if the Property has Building Covenants attaching to it? Yes/No

If yes, the please provide a copy of the Building Covenants as any Contract of Sale must be made subject to an assignment of the Building Covenants and if not included, you might subsequently be liable for damages.

INCLUDED CHATTELS

(e.g. swimming pool equipment): Please also advise if any chattels may be subject to some form of security independent of any Mortgage to your bank over the land. The *Personal Property Securities Act 2009* ("PPSA") may apply to chattels included in the sale so please turn your mind to this issue and let your solicitor know if you think it might be necessary to obtain a release of any security over chattels included in this sale.

EXCLUDED ITEMS

Excluded Items (e.g. curtains that will be taken from Property):

TITLE SEARCH

We recommend that a title search be conducted in order to prepare the Contract and we will order such a search to prepare the Contract unless you instruct us to the contrary.

PEST/BUILDING INSPECTION

Do you want your agent to arrange for a pest or building report before listing the Property? Yes/No

ELECTRICAL SWITCH AND SMOKE ALARM

Does the house have an electrical safety switch installed? Yes/No

Does the house have smoke alarms installed? Yes/No

NEIGHBOURHOOD DISPUTE RESOLUTION ACT 2011

Are you currently involved in a dispute with the owner of a neighbouring Property pursuant to the Neighbourhood Dispute Resolution Act 2011? Yes/No

This Act deals with disputes about dividing fences and trees and if there are ongoing proceedings pursuant to this Act which have not yet been finalised then, you must give the Buyer particulars of that dispute failing which, the Buyer may terminate the Contract

SWIMMING POOLS

Is there a swimming pool installed on the Property?

Yes/No

If yes, is the pool properly fenced as required by the Building Act 1975?

Yes/No Pursuant to this Act, you have an

obligation of disclosure to advise the Buyer as to whether or not a Pool Safety Certificate has been issued. Failure to comply with this statutory disclosure requirement is an offence.

SOLICITORS DETAILS:

Name: _____

Address: _____

Telephone No:() _____ Facsimile No: () _____

E-mail Address: _____

Specific instructions/special conditions:

PLEASE COMPLETE AND RETURN TO YOUR AGENT