

Questions for Buyer of Residential Property

PLEASE COMPLETE AND RETURN AS SOON AS POSSIBLE

The questions set out below relate to the information provided in the First Letter and Booklet. Please refer to these documents, or call us, if you are unsure about any of the questions below.

Buyer and Contact Details

1. Buyers' Full Names or Buying Entity and contacts: Neil Harrison Self Managed Super Pty Ltd ACN 617
360 120 Neil Harrison Self Managed Super Fund

2. Mobile: 0447 190 999

3. Email address: agnearth@gmail.com

4. Is the email checked regularly during the day, every day? Yes ☐ No ☐ N/A ☐

5. Will you be contactable for the entire duration of the transaction? Yes ☐ No ☐

We must be able to contact you (and potentially meet with you) at all times throughout the conveyance. Your rights may be negatively affected if we are unable to do this.

If you will be uncontactable during any known period prior to settlement of this Contract (for example, if you are going on holidays or any extended periods overseas), please provide details or relevant dates.

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6. Buyers' Tax File Numbers:

7. GST-registration status Registered ☐ Not Registered ☐

8. Australian Business Number (ABN) – if applicable

9. Is the name on the Contract the correct name under which the Property is being purchased? Yes ☐ No ☐ If no, call us immediately

10. If any of the Buyers are purchasing as trustee:

(a) is the trust correctly described in the Contract? Yes ☐ No ☐ N/A ☐

(b) are any of the beneficiaries of the trust foreign persons or foreign corporations? Yes ☐ No ☐ N/A ☐

If yes, provide details of percentage of foreign trust interests:

If the Buyer is a company:

11. Where is the company incorporated?

Australia ☐ Outside Australia ☐

If outside Australia, provide details of place of incorporation:

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12. Provide Australian Company Number (ACN) or Australian Registered Body Number (ARBN):

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Yes ☐ No ☐ N/A ☐

13. Has the company provided a copy of corporate resolution or written confirmation authorising a director or employee to give instructions?

If no, please provide written authorisation when returning this Questionnaire & Authority

If any Buyer is purchasing as trustee for a trust:

14. Have you provided to us or your financier all relevant trust deeds and any deeds or documents varying the trust terms - either:

Yes ☐ No ☐

(a) original copies;

(b) copies certified as a true and correct copy on every page of the copy by a solicitor, Justice of the Peace or Commissioner of Declarations; or

(c) the relevant Queensland Titles Office registered dealing numbers?

*If no, please immediately make arrangements to provide to us or your financier. **Please note that this evidence is critical to registering the transfer of the Property into your name as trustee for the trust.** You should also give us a copy of any trust documents you have given to your financier.*

Property Location

15. Is the Property and its address correctly described on the Contract?

Yes ☐ No ☐ *If no, call us immediately*

16. Have you reviewed and initialed the enclosed plan to confirm the highlighted lot on plan is the Property being purchased?

Yes ☐ No ☐ *If no, please review and initial and return with this Questionnaire & Authority*

17. Do you have any concerns about the Property boundaries or potential encroachments?

Yes ☐ No ☐ *If yes – you should brief a surveyor as soon as possible*

18. Are you aware of any particular or unusual features or location of the property?

Yes ☐ No ☐

19. Is the Property close to a main road, rail line, high voltage power lines, airport, creek, lake, beach and river?

Yes ☐ No ☐

20. Is the Property near any major infrastructure projects? (e.g., bus-way)

21. Is the Property in an area affected by floods or cyclones? Yes ☐ No ☐

Yes ☐ No ☐

22. Is the Property in a known mining district?

23. Are you aware of any mining tenures or exploration permits that affect the Property? Yes ☐ No ☐

Yes ☐ No ☐

If yes to any of the above questions, provide details:

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Use of Property

24. What is the Property currently being used for? (e.g., investment property, residence, small business premises, hobby farm)

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25. Has the Seller or its real estate agent represented that the present use is lawful?

Yes ☐ No ☐

Details:

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26. Are you aware if you are the first Buyer of this Property (e.g. a new house and land package or new residence after demolition)? Yes ☐ No ☐

Details:

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27. Are you acquiring the Property in connection with the carrying on of a business enterprise? Yes ☐ No ☐

Details:

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28. Are you aware of other uses of the Property prior to its current use? Yes ☐ No ☐

Details:

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29. Have you received any notice from the Seller or the agent about contamination of the Property?

Yes ☐ No ☐

30. Do you suspect that the Property may be contaminated?

Yes ☐ No ☐

Provide details

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31. Do you have any future plans or additional intended use for the Property? (e.g., subdivision, building works, renting out the Property after settlement, business premises)

Yes ☐ No ☐ *If yes, provide details:*

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32. If you are acquiring the Property for development, are you proposing to carry out development under an existing approval for the Property?

Yes ☐ No ☐

If yes, provide details:

33. Are you acquiring the Property for any entitlements that you believe attach to the Property (e.g. rights of access, pontoon / jetty use / marina/ or similar, transferrable dwelling entitlements, infrastructure offsets or credits)?

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Yes ☐ No ☐

If yes, provide details:

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34. Are there physical features which may impact upon your use of the Property e.g., manholes for sewer, private foul water line

Yes ☐ No ☐ *If yes, provide details:*

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Other Property Matters

35. Do you know of any unregistered encumbrances or interests affecting the Property such as sewerage or drainage easements, access rights for geothermal exploration or production or declaration of beach area?

Yes ☐ No ☐ *If yes, provide details:*

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36. Has the Seller or the agent given you any notices that relate to the Property from any authority?

Yes ☐ No ☐ *If yes, provide copies and details:*

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37. Have any promises or representations been made by the agent in relation to the Property? (e.g., items included in the purchase such as carparks, air-conditioning units, views or future benefits of the Property)

Yes ☐ No ☐ *If yes, provide details:*

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38. Did you receive a copy of any documentation relating to an application or order made by QCAT for trees relating to the Property?

Yes ☐ No ☐ *If yes, please provide a copy when returning this Questionnaire & Authority.*

39. Are you aware of any disputes, notices, applications or orders relating to dividing fences or trees?

Yes ☐ No ☐ *If yes, provide details:*

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40. Are you aware of any building covenants affecting the Property? Yes ☐ No ☐ If yes, provide details:
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41. Have you signed any document relating to any covenants? Yes ☐ No ☐

If yes, please provide a copy please provide a copy when returning this Questionnaire & Authority.

42. Do you have reason to believe that the owner may have conducted work on the Property as an owner builder? Yes ☐ No ☐

43. Do you have any concerns about the Property? Are there any issues we should be aware of? Yes ☐ No ☐

If yes, provide details:
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44. Is there anything else we should know about the Property or the purchase? Yes ☐ No ☐ If yes, provide details:
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Goods and Chattels

45. Are any goods or chattels (personal property) included in the Property being purchased? (Note: some items may be considered chattels despite appearing fixed such as solar panels, water tank/pump, large items temporarily stored on the land) Yes ☐ No ☐
46. If so, please tell us
- what those items are;
 - if any items have a serial number (e.g., boats, cars etc.), the serial numbers; and
 - the amount of the purchase price being paid for those items.
47. Does the Contract include all agreed chattels?
48. Does the Contract exclude fixtures that you expected to be part of the sale? Yes ☐ No ☐

Yes ☐ No ☐

Provide details:

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Transfer Duty Issues

49. Are any of the Buyers related to any of the Sellers? (i.e., a spouse, parents, grandparents, brother, sister, nephew, niece, child, stepchild, grandchild of the person or spouse)? Yes ☐ No ☐

50. Do any of the Buyers have a business relationship with any of the Sellers? Yes ☐ No ☐

51. Are you receiving the Property as a gift or are you paying less than the market value of the Property? Yes ☐ No ☐

*A valuation of the Property based on 3 comparable sales in the last 3 months may be required for the assessment of transfer duty. **Please note that giving a false declaration could result in serious penalties.***

If yes to any of the above questions, provide details

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52. Have you, or are you intending to, buy other property:

• from this Seller (or an associate or related party of the Seller)? Yes ☐ No ☐

• that is adjoining or closely located to this Property? Yes ☐ No ☐

• that may be used with this Property (for example, an adjoining block to redevelop, a business, plant or equipment)? Yes ☐ No ☐

*The other property may need to be considered in determining the transfer duty payable on this purchase. **Please note that giving a false declaration could result in serious penalties.***

53. Are you intending to change the shareholding of the Buyer company in the next 3 years to foreign shareholders? Yes ☐ No ☐ N/A ☐

Purchase Price and Deposit

54. Have you any reason to believe that the purchase price is less than the market value of the Property? Yes ☐ No ☐ *If yes, provide details*

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55. Have you paid all of the deposit to the stakeholder? Yes ☐ No ☐

Provide details

56. Have you, or will you be paying, all or part of the deposit by way of insurance bond or bank guarantee?

Yes ☐ No ☐ If yes, provide details of insurance company or bank:

57. Are you receiving any rebate or discount to the purchase price, or other incentive to enter into the Contract?

Yes ☐ No ☐ If yes, provide details:

Searches

58. Are there any particular issues concerning the Property for which you require advice or particular searches to be undertaken? (e.g., unapproved structures, non-compliant swimming pool fencing, flooding)

Yes ☐ No ☐ If yes, provide details:

Settlement Issues

59. Will you be making arrangements with the real estate agent for the handover of the keys or security access devices following settlement?

Yes ☐ No ☐ If yes, provide details:

60. Are you proposing a pre-settlement inspection of the Property?

Yes ☐ No ☐

Authority

To: Watson & Company Lawyers (the "Law Practice")

1. We understand that the seller is not obligated to grant any extensions of time, that the Law Practice may not take any steps without our instructions and that we may lose rights or (in some circumstances) the seller may terminate the contract if we are not available to provide instructions when required. Therefore, if the Law Practice is unable to contact us on a critical contract or special condition date, we authorise the Law Practice to seek an extension of time for the relevant due date until such time as the Law Practice is able to contact us for instructions. We understand that in this case without our instructions the Law Practice cannot vary the contract or negotiate the payment of interest as a condition of the extension. If the seller requests an extension of time and you are unable to contact us, we understand that you will be proceeding on the basis that the extension will not be granted and will inform the seller accordingly, if necessary reserving my rights.
2. We consent to your providing your bill via electronic communication.
3. We agree that the Law Practice may destroy our file relating to this transaction on the earlier of:
 - a. any specified time agreed between the Law Practice and us (such as a timeframe specified in a costs agreement or retainer); or
 - b. 7 years after settlement of our transaction or the termination of our engagement.

4. We:

- a. acknowledge that in acting on our behalf in connection with the purchase of the Property, the Law Practice will rely on the information provided in answers to this questionnaire; and
- b. declare that the information provided in answers to this questionnaire is true and correct and may be used by and relied on the Law Practice in completing such forms and making such declarations as are necessary to conduct and complete the purchase of the Property.

Signed by buyer: _____

Date: _____