

**COMPLETE, SIGN AND RETURN TO EVERINGHAM LAWYERS  
MUST BE RETURNED NO LATER THAN 2 WEEKS BEFORE SETTLEMENT**

**Questions and Authority for Seller of Residential Property**

**RE:**                    «26»  
**PROPERTY:**        «27»

| <b>Please provide the following information:</b>  | <i>Yes</i>               | <i>No</i>   |
|---|--------------------------|---|
| Seller's Full Name or Selling Entity Name:  |                          |   |
| Current Address:  |                          |   |
| Postal Address (if different):  |                          |   |
| Phone:  |                          |   |
| Mobile:   |                          |   |
| Email Address:  |                          |   |
| Is the emailed checked regularly during the day, every day: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable  |                          |   |
| Will you be contactable for the entire duration of the transaction?<br>We must be able to contact you (and potentially meet with you) at all times throughout the conveyance. Your rights may be negatively impacted if we are unable to do this. | <input type="checkbox"/> | <input type="checkbox"/><br><i>Please email us the dates you will not be available.</i> |
| Are you concerned with there being any other errors in the contract (e.g. address incorrect, pool on land but not on contract, etc)?  | <input type="checkbox"/> | <input type="checkbox"/>  |
| Dates of birth(s):<br>Name: _____/_____/_____<br>Name: _____/_____/_____  |                          |   |
| SellersøTax File Numbers:    í í í .í í í í í í í í í í í í í í í í í í í ...<br>SellersøTax File Numbers:    í í í .í í í í í í í í í í í í í í í í í í í ...  |                          |   |
| I / We are Australian Citizens (as defined by the OSR which excludes permanent residents, companies incorporated outside Australia, Trusts with a country of tax residence outside Australia or other bodies formed outside Australia)            | <input type="checkbox"/> | <input type="checkbox"/>  |
| Are you a permanent resident of Australia?  | <input type="checkbox"/> | <input type="checkbox"/>  |
| Were you born outside of Australia?<br>If so where were you born:   | <input type="checkbox"/> | <input type="checkbox"/>  |
| Are the Sellers separated or Divorce?   | [ ]                      | [ ]   |
| Mortgage ó Is the property Mortgaged?<br>If yes<br>How much is owing (approximately) on the Mortgage?   | [ ]                      | [ ]   |

| Please provide the following information:  | Yes  | No  |
|--|--|---|
| <p>Please provide details of who holds the mortgage, including branch and loan account number. You must contact your Bank and arrange to sign the Release authorities. Settlement cannot proceed until this has been attended to:-</p> <p>BANK:</p> <p>BRANCH:</p> <p>LOAN ACC NUMBER:</p>   |  |   |
| <p><b>Foreign Ownership:</b></p> <p>1. Is any individual Seller <b>not</b> an Australian Citizen or permanent resident of Australia?</p> <p>2. If the Seller is a company, is the company owned or controlled by foreign persons?</p> <p>3. If the answer to either of the above questions is Yes ó was approval from the Foreign Investment Review Board obtained for the original purchase of the Property?</p> <p>4. Are you aware of any court ordered civil penalty for a failure to comply with the <i>Foreign Acquisition and Takeovers Act 1975</i> (Cth)?</p>   | <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> | <p><input type="checkbox"/></p> <p><input type="checkbox"/> N/A</p> |
| <p><b>5. The Office of State Revenue requires us to provide the following information:</b></p> <p>For any individual Seller who is <b>not</b> an Australian Citizen (regardless of whether they are a permanent resident) provide the following information:</p> <ul style="list-style-type: none"> <li>• Details of Country of tax residence:</li> <li>• Details of Nationality or citizenship:</li> <li>• Passport number &amp; country of issue:</li> <li>• Visa number:</li> <li>• Visa subclass:</li> <li>• Visa expiry date:</li> <li>• Overseas identifier (e.g. tax ID number):</li> <li>• FIRB application number:</li> <li>• Other overseas identifier (e.g. ID card)</li> </ul> | <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>  | <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>     |
| <p><b>6. The Office of State Revenue requires us to provide the following information:</b></p> <p>If any Seller is a company or other entity formed outside Australia, or a trustee of a trust with non-Australian tax residence, please provide the following information:</p> <ul style="list-style-type: none"> <li>• Details of Country of tax residence:</li> <li>• Country of formation or incorporation:</li> <li>• Overseas registration number (ABN/ACN equivalent):</li> <li>• FIRB application number:</li> <li>• Other overseas identifier (other government registration number)</li> </ul>   | <p><input type="checkbox"/></p>  | <p><input type="checkbox"/></p>                                     |

| Please provide the following information:  | Yes  | No  |
|--|--|---|
| <p><b>If you are an attorney under a Power of Attorney:</b></p> <p>7. Have you provided us with either:</p> <ul style="list-style-type: none"> <li>(a) the original Power of Attorney; or</li> <li>(b) a copy of the Power of Attorney certified as a true and correct copy on every page of the copy by a lawyer, Justice of the Peace or Commissioner of Declarations; or</li> <li>(c) if the Power of Attorney is registered with the Titles Office ó the registration dealing number.</li> </ul> <p>8. Have you received a notice that the Power of Attorney has been revoked?</p>   |  |   |
| <p><b>Balance Settlement Funds</b></p> <p>Please indicate where you require your balance funds to be deposited:</p> <ul style="list-style-type: none"> <li>• To your bank releasing your mortgage at settlement? <i>If yes, please advise your bank where your funds are to be placed</i></li> <li>• To another account (cannot be an internet only account):</li> </ul> <p>Account Name:<br/>Bank:<br/>BSB Number:<br/>Account Number:</p>  | <input type="checkbox"/><br><br><input type="checkbox"/>                                 | <input type="checkbox"/><br><br><input type="checkbox"/><br><br><i>NB: You can only answer yes to one of these.</i> |
| <p><b>Purchase Price (\$750,000.00 or more)</b></p> <p>Does each Seller hold a valid clearance certificate?</p> <p>Does each Seller hold a variation notice (if relevant)?</p> <p><b>If yes, please provide us with a copy. If no, please obtain as soon as possible and provide us with a copy of same. If you do not provide a valid clearance certificate to the Buyer, the Buyer must pay to the ATO up to 12.5% of the purchase price. This may affect the funds available at settlement to pay out the mortgages over the property or affect any dependant transactions (e.g. later purchases). Please see booklet for more information.</b></p> | <input type="checkbox"/><br><input type="checkbox"/>                                     | <input type="checkbox"/><br><input type="checkbox"/>  |
| <p><b>Tenants</b></p> <p>Are there tenants in the property?</p> <p>If yes, please provide us with the tenancy documents.</p> <p>Have you given notice to leave to the tenant (if applicable)?</p> <p>If the property is to remain tenanted, please advise the Managing Agent so they can make a rental adjustment at settlement?</p> <p>Agent Name:<br/>Phone:</p>   | <input type="checkbox"/><br><br><input type="checkbox"/><br><br><input type="checkbox"/> | <input type="checkbox"/><br><br><input type="checkbox"/><br><br><input type="checkbox"/>                            |

| <b>Please provide the following information:</b>   | <i>Yes</i>   | <i>No</i>  |
|--|--|--|
| Have safety switches been installed?   | <input type="checkbox"/>   | <input type="checkbox"/>   |
| Does the property have smoke alarms installed?   | <input type="checkbox"/>   | <input type="checkbox"/>   |
| Are you aware of or have you signed any building or other covenants affecting the property?  | <input type="checkbox"/> <i>Please provide copies.</i>                               | <input type="checkbox"/>   |
| Have you received any notices that relate to the property from any authority?  | <input type="checkbox"/> <i>Please provide copies.</i>                               | <input type="checkbox"/>   |
| <p><b>Pool</b></p> <p>Is there a pool on the property?</p> <p>If yes:</p> <ul style="list-style-type: none"> <li>• Did you give the Buyer a Pool Safety Certificate ?</li> <li>• Did you give the Buyer a notice notifying them that there is no Pool Safety Certificate or Exception Certificate?</li> </ul> <p><i>If you answered yes to the above, please provide us with copies of same.</i></p>   | <input type="checkbox"/><br><br><input type="checkbox"/><br><input type="checkbox"/> | <input type="checkbox"/><br><br><input type="checkbox"/><br><input type="checkbox"/> |
| Will you be making arrangements with the real estate agent for handover of keys or security access devices at settlement?  | <input type="checkbox"/>   | <input type="checkbox"/>   |
| <p><b>Concerns</b></p> <p>Are there any particular issues concerning the property which you are required to disclose? (e.g. unapproved structures, non-compliance swimming pool fence, flooding, contaminated land).</p> <p>If yes, give details:</p> <p>í í</p> <p>í í</p> <p>í í</p> | <input type="checkbox"/>   | <input type="checkbox"/>   |
| <p>Is there anything else we should know about the property or the purchase?</p> <p>If yes, please advise:</p>   | <input type="checkbox"/>   | <input type="checkbox"/>   |
| <p>After settlement, what will your forwarding address be:</p> <p><input type="checkbox"/> <i>Same</i></p> <p><input type="checkbox"/> <i>Other, please advise:</i></p>  |  |  |

# Client Cyber Alert

Hackers have targeted matters like yours and have diverted funds from intended accounts. This has meant clients of law practices across Australia have lost money. You can help us reduce this risk.

To Everingham Lawyers

If I/we provide instructions to you to act for me/us then I/we:

**✘ WILL NOT**

Transfer any money more than \$10,000 **without first** telephoning your law practice to verbally confirm the account number, details and amounts.

**✘ WILL NOT**

Contact you using a phone number listed in any communication from you that asks for money or sets out account numbers or details **without first** checking the phone number in a prior separate paper communication from you or checking your website or white or yellow pages telephone listing.

**✘ WILL NOT**

Open attachments, click on hyperlinks or download buttons in unexpected emails **without first** contacting the sender to check legitimacy.

**✔ WILL**

Contact your law practice if in any doubt about emails or other electronic communications that appear to have come from you.

**✔ WILL**

Give the same warnings to anyone else we know who is involved in the matter (e.g. the agent, broker, family member involved or any other third party) and may also be involved in transferring money.

**✔ WILL**

Contact you by telephone to confirm verbally any changes to our bank account details.

Signed by Seller: \_\_\_\_\_



Seller Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by Seller: \_\_\_\_\_



Seller Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Authority

To: Everingham Lawyers  
4/85 Michael Avenue  
CABOOLTURE QLD 4510

1. I/we instruct you to act on my/our behalf and to take such steps as may be necessary for the proper conduct of the matter including the payment from your Trust Account for monies to be paid to other parties as I/we instruct, and to you for outlays and disbursements including any GST which may be incurred by you in the course of carrying out my/our instructions. On the completion of the matter or the rendering to me of a tax invoice for fees and outlays you are authorised to deduct the amount shown on that invoice from monies which may be lodged into your Trust Account on my/our behalf.
2. I/We authorise you to pay from Everingham Lawyers Trust Account to Everingham Lawyers General Account any funds held by you on my behalf (whether jointly or solely) in payment of professional costs and professional charges/disbursements. This authority includes transfer between files held by me and related entities as defined in the *Corporations Act 2001 (Cwth)*. I confirm that these charges will be/are detailed in your tax invoices. We acknowledge that where this file is to be created in joint names that all parties are jointly and severally liable for the tax invoices issued on this file.
3. For the purpose of the GST laws you are appointed as my/our Agent for the conduct of this matter or any other matters you attend to on my/our behalf, particularly in the payment of monies or incurring outlays on my/our behalf for the supply of any goods or services or the payment of any tax, fee or charge on my/our behalf. I acknowledge that you will not be liable for any omission or act as my/our Agent as described in this paragraph, in circumstances where you are unable or deem it inappropriate to do so.
4. I/we understand that the buyer is not obligated to grant any extensions of time, that the Law Practice may not take any steps without my/our instructions and that I/we may lose rights or (in some circumstances) the buyer may terminate the contract if I am/we are not available to provide instructions when required. Therefore, if the Law Practice is unable to contact me/us on a critical contract or special condition date, I/we authorise the Law Practice to seek and agree to an extension of time for the relevant due date until such time as the Law Practice is able to contact me/us for instructions. I/We understand that in this case without my/our instructions the Law Practice cannot vary the contract or negotiate the payment of interest as a condition of the extension. If the buyer requests an extension of time and you are unable to contact me/us, I/we understand that you will be proceeding on the basis that the extension will not be granted.
5. I/We agree that the Law Practice may destroy my/our file relating to this transaction on the earlier of:
  - (a) any specified time agreed between the Law Practice and me/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 my/our engagement.
6. I/We understand that my/our verbal or written instructions to you are binding and that you will (if applicable) act on the instructions of either or any of us. I/We understand that you will not accept instructions on my/our behalf from any other party unless authorised to do so by me/us in writing. I/We acknowledge that it may be necessary for you to obtain information from various authorities (including the Council) regarding this property and you are hereby authorised to do so on my/our behalf.
7. Should it be necessary to retain part of the purchase price in a Solicitor's Trust Account by way of safeguard post settlement, with the agreement of yourself and the other party, then should any legal work be required in relation to the moneys retained, this is my/our Authority for you to render to me/us a tax invoice or invoices for such work at the normal charge out rate of the Solicitor or Paralegal who carries out that work.

**ESTIMATED FEES AND OUTLAYS**

Professional Fees:                                 \$«81»                                 inclusive of GST  
   \$«82»                                 inclusive of GST for Standard Searches Only  
 Estimated Outlays:

We advise this figure has been given on the basis that your transaction proceeds to completion without dispute or delay. Should your matter become disputed or unduly protracted, we reserve the right to increase our professional fees commensurate with the time and skill involved in finalising your transaction.

Please note that should your matter not proceed due to termination from either party professional fees in the sum of \$220.00 including GST plus outlays will be payable by you.

**Charging Clause**

For the purposes of better securing the performance of this agreement by the Client in favour of the Firm, the Client hereby charges in favour of the Firm:

1. The proceeds of any litigation or dispute which the Firm conducts on behalf of the Client under this or any other retainer;
2. Any real or personal property of any form.

**Office Service Charges**

Our office outlays are charged to you as per the following schedule:

| Item                        | Rate<br>(Ex. GST) | Unit  |
|-----------------------------|-------------------|---|
| Photocopying                | \$0.50            | Per page  |
| Colour Photocopying         | \$2.00            | Per page  |
| Printing                    | \$0.50            | Per page  |
| Colour Printing             | \$2.00            | Per page  |
| Scanning                    | \$1.00            | Per page  |
| Postage                     | Variable          | In line with Australia Post Charges   |
| Mileage                     | Variable          | Charged Per kilometre in line with the rate provided by the Legal Services Award.   |
| Outgoing Phone Calls        | Variable          | In line with service providers charges for international calls only.                |
| Courier                     | Variable          | In line with Courier Charges.   |
| Town Agents Fees            | Variable          | Dependent on travel and time required. Conveyancing settlements capped at \$100.00. |
| Item                        | Rate<br>(Inc GST) | Unit  |
| Binding of Documents        | \$5.00            | Per document  |
| Copying of CD/DVDs/USB      | \$20.00           | Per disc  |
| A4 Lever Arch Black Folders | \$6.70            | Per folder  |
| Brief Folders               | Variable          | In line with supplier charges.  |
| Dividers:                   |                   |   |
| • Coloured 5 Tabs           | \$ 1.50           | Per pack  |
| • Numbered (1-12)           | Variable          | In line with supplier charges.  |
| • Numbered (1-31)           | Variable          | In line with supplier charges.  |

**Request for Funds**

As part of our due diligence procedure, it is necessary to complete a Bankruptcy / Australian Securities and Investment Commission search on your behalf. The incurred search fee will be payable by you and invoiced in due course.

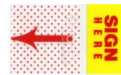
Signed by Seller: \_\_\_\_\_



Seller Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by Seller: \_\_\_\_\_



Seller Print Name: \_\_\_\_\_

Date: \_\_\_\_\_