

Sale of land: questions for the vendor

Version: September 2026

How to answer these questions

We use your answers to prepare the section 32 statement (also called the vendor's statement) and the contract of sale. We rely on what you tell us, so please take your time.

Answer everything you can. If you are not sure, tick 'not sure' rather than guessing. We would much rather check something than rely on a guess.

Some sections only apply to certain properties. Where you see a shaded STOP box, follow the instruction. It will often tell you to skip ahead.

Section 14 lists the documents we need. Please send whatever you have, even if it is incomplete.

If you need more room for an answer, keep writing on a separate page and tell us which question number it belongs to.

Please sign the declaration in section 15 and return the form to us.

Why this matters

If the section 32 statement is wrong, incomplete, or a signed copy is not given to the purchaser before they sign, the purchaser can end the contract at any time before settlement. That can happen later, after you have committed to buying somewhere else. Some failures also carry penalties.

The section 32 statement must be correct at the moment the purchaser signs, not just when we prepare it. So, if anything changes, or you realise something is wrong or missing, tell us in writing straight away, and before any purchaser signs.

Section 1: About you and the property

No.	Question	Your answer
1.	What is the address of the property you are selling?	
2.	Does the sale include more than one title, address or lot? <i>Some properties include a separate car space or storage lot. Some, such as farms, are made up of several titles.</i>	Yes ☐ No ☐ Not sure ☐

No.	Question	Your answer
	If yes, please describe them, and tell us which lots you are selling and which you are keeping.	
3.	If you know them, what are the title details (volume and folio)?	
4.	Who is registered on the title as the owner? <i>List every owner exactly as their name appears on the title.</i>	☐ Individual(s) ☐ Company ☐ Trustee of a trust Names:

No.	Question	Your answer
5.	Please give these details for each individual owner. <i>Include anyone who is not on the title yet but who will be registered before this sale is completed.</i> <i>If there are more than two owners, please continue on a separate page.</i> <i>We may be required by law to give some of this information to government agencies, and we may need to give it to the purchaser's lawyer so they can search the Personal Property Securities Register.</i>	Owner 1 Full legal name: Any former or other names used: Date of birth: Residential address (not a PO box): Email: Mobile: Owner 2 Full legal name: Any former or other names used: Date of birth: Residential address (not a PO box): Email: Mobile:
6.	Does any owner's name on the title differ from the name on their current passport or driver licence? If yes, please give details and send us any change of name or marriage certificate.	Yes ☐ No ☐ Not sure ☐
7.	If an owner is a company, please give the company name, ACN, and the names of the directors and any secretaries. Who will sign the contract and section 32 statement? If it will be someone other than a director, please tell us who.	

No.	Question	Your answer
	If someone other than a director will sign, please send us the corporate power of attorney or delegation.	
8.	If an owner is a trustee or a charity, please give the name of the trustee, the name of the trust or charity, and the ABN. Please send us the signed trust deed or charitable trust deed, and any variations or related deeds.	Trustee or charity name: Name of trust: ABN:
9.	Are you signing for someone else, for example under a power of attorney, as executor, or under a court order? If yes, please give details and send us a copy of the document.	Yes ☐ No ☐
10.	Is the property part of a deceased estate? If yes, please send us the grant of probate or letters of administration, or tell us who is acting for the estate.	Yes ☐ No ☐ Not sure ☐
11.	Is this sale connected with a separation, divorce or family law settlement? If yes, have consent orders or a binding financial agreement been signed? If yes, please send us a copy. If no, please contact us before the property is listed.	Yes ☐ No ☐ Yes ☐ No ☐
12.	Is any owner a foreign resident for tax purposes? <i>A foreign resident is a person who is not a resident of Australia under the Income Tax Assessment Act 1936 (Cth).</i>	Yes ☐ No ☐ Not sure ☐

No.	Question	Your answer
13.	Every vendor must apply to the ATO for a Foreign Resident Capital Gains Withholding clearance certificate. Without one, the purchaser must withhold part of the sale price and pay it to the ATO at settlement. Clearance certificates can take up to 28 days issue. So clearance certificate applications should be lodged as soon as possible.	☐ I have already applied ☐ I will apply now ☐ I am not an Australian tax resident, and I understand that an amount of the sale price will be withheld at settlement ☐ Please contact me to discuss this ☐ Please apply on my behalf
14.	Who is the best person for us to contact about the sale? Is there anyone else who should be copied into correspondence or told about settlement, such as a relative, adviser or advocate?	Best contact Name: Email: Phone:
15.	Did we act for you when you bought this property? If no, and you still have them, please send us the contract of sale and section 32 statement from when you bought. These often reveal matters that must be disclosed again, such as an old planning permit, builder's insurance or a boundary issue.	Yes ☐ No ☐

Section 2: How you are selling

No.	Question	Your answer
16.	Have you appointed a selling agent? If yes, please give their details.	Yes ☐ No ☐ Agency:

No.	Question	Your answer
		Agent name: Email: Phone:
17.	When will marketing start?	
18.	Has an auction or sale date been set? If yes, what is the date?	Yes ☐ No ☐ <i>The certificates we order for the section 32 statement are generally only current for about 90 days, so please tell us as soon as a date is set.</i>
19.	Do you already know who the purchaser will be? If yes, please give their full name, and tell us whether they are: • a relative or otherwise related to you • a beneficiary of a trust that owns the property • a related, subsidiary or holding company	Yes ☐ No ☐
20.	Has anyone been given an option to buy the property, a first or last right of refusal, or does anyone else need to consent to the sale? If yes, please give details and send us a copy of any agreement.	Yes ☐ No ☐ Not sure ☐
21.	Will the purchaser be allowed to move in, or to receive rent from the property, before settlement? Or will the price be paid in instalments before settlement?	Yes ☐ No ☐ Not sure ☐

No.	Question	Your answer
	<i>Either of these can create a 'terms contract', which has extra legal requirements. Please tell us early if this is being discussed.</i> If yes, please give details.	
Stop. Are you selling a lot on a plan of subdivision that has not been registered yet, or a property where a building is still to be completed (an 'off the plan' sale)? If NO, go straight to Section 4.		

Section 3: Off the plan sales only

Only answer this section if you are selling off the plan.

No.	Question	Your answer
22.	What is the lot number of the land being sold, and the details of the unregistered plan of subdivision? Please send us a copy of the unregistered plan of subdivision, and any planning permit or planning permit application.	
23.	Is the sale subject to a building, dwelling or structure being completed? If yes, please send us the building plans, blueprints, specifications and building permits.	Yes ☐ No ☐
24.	Has the plan of subdivision been certified by the council yet? If it has, please send us the certified plan. If it has not, please send us the latest version.	Yes ☐ No ☐ Not sure ☐
25.	Under the contract, what should be the sunset date (that is, the date by which the plan must be registered else the purchaser end the contract)? The default is 18 months.	

No.	Question	Your answer
26.	If the sale is subject to a building being completed, what is the latest date by which the building must be completed?	Date: ☐ Not applicable
27.	Is the lot part of a staged subdivision? If yes, please send us: • the plan for the first stage, if this lot is in a second or later stage • the planning permit authorising the staged subdivision • details of any requirement in a statement of compliance for this stage that has not yet been met • details of any proposals for later stages that you know about	Yes ☐ No ☐ Not sure ☐
28.	Will any works change the natural surface level of the lot, or of adjoining land in the same subdivision? <i>For example cut and fill, batters or retaining works.</i> If yes, please send us the contour or surface plan prepared by your civil engineer.	Yes ☐ No ☐ Not sure ☐
29.	Will the plan of subdivision create one or more owners corporations? If yes, please tell us: • whether there will be common property, and what it will be • the proposed lot liability and lot entitlement for the lot being sold • any proposed rules beyond the model rules • the proposed budget or fees • whether a manager will be appointed, and who	Yes ☐ No ☐ Not sure ☐
30.	Is there a work-in-kind agreement, or any Growth Areas Infrastructure Contribution liability, that applies to the land?	Yes ☐ No ☐ Not sure ☐

No.	Question	Your answer
	If yes, please send us a copy of the agreement, and any GAIC assessment or certificate.	
31.	If the sale is subject to a building being completed, is there anything about the build you want dealt with specially in the contract? <i>For example a defects period after completion, how minor differences between what is built and what is specified will be handled, or a process for the purchaser to request changes.</i> Please also send us any applicable building specifications, plans, blueprints, and the schedule of fittings, fixtures, finishes and inclusions.	
32.	Will the lot be subject to a restrictive covenant? Please give details.	☐ Yes ☐ No ☐ Not sure

Section 4: Who is in the property now

No.	Question	Your answer
33.	Who lives in or uses the property?	☐ You or the owners ☐ A tenant ☐ Nobody, the property is vacant
34.	If the property is vacant, how long has it been vacant?	
35.	Will the property be empty at settlement? If no, please explain why.	Yes ☐ No ☐

No.	Question	Your answer
Stop. Is the property leased or licensed to anyone? If NO, go straight to Section 5.		
36.	Will the sale be subject to the tenancy, meaning the tenant stays on after settlement?	Yes ☐ No ☐ Not sure ☐
37.	What kind of tenancy is it?	☐ Residential ☐ Retail ☐ Other commercial Is it a fixed term or month to month? If fixed, when does the term end?
38.	Who manages the tenancy? If managed, please give the name and email of the manager.	☐ A property manager or agent ☐ Self-managed
39.	Please send us copies of every document relating to the tenancy or licence. • The tenancy agreement or lease • Any disclosure statement given to a retail tenant • Any renewal, option for a further term, or deed of variation • Any licence that applies to the property	
40.	What is the rent, and is there a bond, security deposit or bank guarantee? Is the tenant in arrears or in breach of the lease, for example by not paying rent, damaging the property or using it unlawfully?	Rent: Bond, security deposit or bank guarantee: Arrears or breaches: Yes ☐ No ☐ Details of any arrears or breaches:

No.	Question	Your answer
41.	Does the tenant have any right to buy the property, including a first or last right of refusal?	Yes ☐ No ☐ Not sure ☐
42.	If the tenancy is ending, has a notice to vacate been given? If yes, please send us a copy.	Yes ☐ No ☐

Section 5: Building work and renovations

Please read this before you answer.

You must tell us about any building work, alteration, improvement, repair or addition done while you have owned the property, even if no building permit was needed. This includes cosmetic work such as a new kitchen or bathroom, new flooring, repainting, a deck, or a shed.

If the work was not done by a registered builder under a major domestic building contract, it may be 'owner-builder work'. Owner-builder work carries extra legal requirements that must be met before a purchaser signs. If they are not met, the purchaser can end the contract at any time before settlement, and penalties can apply.

If you are not sure whether something counts, tell us about it anyway.

No.	Question	Your answer
43.	Has any building work, alteration, improvement, repair or addition been done at the property while you have owned it? If you are not sure, have a look at the online listing from when you purchased the property.	Yes ☐ No ☐ Not sure ☐
Stop. If no building work of any kind has been done, go straight to Section 6.		
44.	What was the work? Tick everything that applies.	☐ Kitchen renovation ☐ Bathroom renovation ☐ New flooring ☐ Painting beyond touch-ups ☐ Replacing weatherboards or cladding ☐ Deck, pergola or verandah ☐ Shed, garage or carport ☐ Granny flat or extension ☐ Restumping

No.	Question	Your answer
		☐ Retaining wall ☐ Partition or internal walls ☐ Structural work ☐ Other (please describe)
45.	When did the work start, and when was it finished? If more than one set of work, state for each.	Started: Finished:
46.	Who did the work?	☐ Under a major domestic building contract with a registered builder ☐ You, family or friends ☐ A tradesperson who is not a registered builder and not under a major domestic building contract ☐ A registered plumber or electrician ☐ You organised and coordinated the trades yourself (not under a major domestic building contract) ☐ Other
47.	If a registered builder did the work under a major domestic building contract, what is the name of the builder? Please send us a copy of the building contract and the builder's insurance.	Builder:
48.	Did the work cost more than \$20,000, including materials and labour?	Yes ☐ No ☐ Not sure ☐

No.	Question	Your answer
49.	Was a building permit obtained? If yes, please send us a copy, and tell us who is named as the builder on the permit.	☐ Yes ☐ No, a permit was not required ☐ No, a permit may have been required but was not obtained ☐ Not sure
50.	If a building permit was obtained, was an occupancy permit or certificate of final inspection issued? If yes, please send us a copy.	Yes ☐ No ☐ Not sure ☐
51.	Did you obtain a certificate of consent from the Building and Plumbing Commission before the work started? If yes, please send us a copy.	☐ Yes ☐ No ☐ Not applicable, the work was done under a major domestic building contract ☐ Not sure <i>From 1 July 2026, owner-builder insurance is only available where a certificate of consent was obtained before the work started. It cannot be obtained afterwards.</i>
52.	Was the work: • carried out in a proper and workmanlike manner • done using new materials that were good and suitable for the purpose, and • done in accordance with all applicable laws? If no, please give details.	☐ Yes ☐ No, there are problems you should know about ☐ Not sure
53.	Are you aware of any work at the property that needed a building or planning permit but did not get one, or that was not done in accordance with a permit? If yes, please give details.	Yes ☐ No ☐ Not sure ☐

No.	Question	Your answer
54.	Is there anything else about the building work we should know?	

Section 6: Safety and condition

No.	Question	Your answer
55.	Are smoke alarms and safety switches installed?	Yes ☐ No ☐ Not sure ☐
56.	Is there a swimming pool or spa at the property? If yes, please send us copies of the council registration and the certificate of pool and spa barrier compliance.	Yes ☐ No ☐ If yes: Is a safety barrier or fence installed? ☐ Yes ☐ No ☐ Not sure Registered with the council? ☐ Yes ☐ No ☐ Not yet, but it will be before a contract is signed Certificate of barrier compliance lodged in the last four years? ☐ Yes ☐ No ☐ Not yet, but it will be before a contract is signed
57.	Does any building at the property contain flammable or combustible cladding?	Yes ☐ No ☐ Not sure ☐

No.	Question	Your answer
	If yes, please give details, and tell us whether you have any agreement with the council to fund rectification works.	
58.	Are you aware of any structural defect, or any termite or other pest infestation, past or present? If yes, please give details.	Yes ☐ No ☐ Not sure ☐
59.	Are you aware of any contamination at the property, or any past or present activity that could have caused contamination? <i>Please include historical uses if you know them, for example a service station, dry cleaner, workshop, or an orchard where pesticides were used.</i> If yes, please give details.	Yes ☐ No ☐ Not sure ☐

Section 7: Boundaries, neighbours and notices

No.	Question	Your answer
60.	Is the property fenced on all boundaries, and are the fences on the title boundaries as far as you know? If no or not sure, please give details.	Yes ☐ No ☐ Not sure ☐
61.	Are you aware of any fencing dispute or issue with a neighbour? This might include any part of your land used by a neighbour, or if anyone has ever claimed a right to any part of your property or told you they are entitled to use it. If yes, please give details.	Yes ☐ No ☐
62.	Is anything belonging to a neighbour built on your land, or anything of yours built on a neighbour's land?	Yes ☐ No ☐ Not sure ☐

No.	Question	Your answer
	<i>For example a shed, retaining wall, carport or eaves.</i> If yes, please give details.	
63.	Are you aware of any easement, right of way or section 173 agreement affecting the property that does not appear on the title? <i>For example a drain or sewer running under the property, or a path the neighbours regularly use.</i> If yes, please give details and send us a copy of any agreement.	Yes ☐ No ☐ Not sure ☐
64.	Are you aware of anything at the property that does not comply with an easement, covenant or restriction? <i>For example a garage built over a sewer.</i> If yes, please give details.	Yes ☐ No ☐ Not sure ☐
65.	Do you have a lease or licence over any land that you do not own, which goes with the property? <i>For example a car space or car stacker licensed from an owners corporation, or a licence to use part of a neighbouring property.</i> If yes, please give details and send us a copy of the lease, licence or agreement.	Yes ☐ No ☐ Not sure ☐
66.	Is the property accessible by a public road? <i>If it is not, please tell us how the property is reached, for example over a neighbour's land, over public land, or over another lot that you own and are not selling.</i> If no or not sure, please describe how the property is accessed.	Yes ☐ No ☐ Not sure ☐

No.	Question	Your answer
67.	Have you received any notice, order, demand, requirement, proposal, declaration or recommendation from a council, government department, court or other authority affecting the property? Examples: • a building notice or order from the council • an order from VCAT • a street construction charge • a rezoning proposal • a contamination or clean-up notice from the EPA • notices or orders for livestock disease • notices or orders for contamination from agricultural chemicals • a compulsory acquisition or road widening notice • a notice about building work or a subdivision by a neighbour • a heritage listing or heritage order If yes, please give details and send us a copy of everything you have received.	Yes ☐ No ☐ Not sure ☐
68.	Has any planning permit been applied for, issued or refused for the property?	Yes ☐ No ☐ Not sure ☐
69.	If yes, please send us a copy of each planning permit application, planning permit or refusal notice.	
70.	Is the property being sold with plans and permits? <i>This means the buyer is getting the benefit of an approved planning permit and any plans that go with it.</i> If yes, please provide us with copies of the applicable planning permits and plans.	Yes ☐ No ☐ Not sure ☐

No.	Question	Your answer
71.	Is the property on the Heritage Register, as far as you know?	Yes ☐ No ☐ Not sure ☐
72.	Are you aware of any planning application or proposed development nearby? If yes, please give details.	Yes ☐ No ☐ Not sure ☐
73.	Is the property the subject of any dispute, claim or court case, or do you think one is likely? If yes, please give details.	Yes ☐ No ☐
74.	Is the sale subject to any court order or consent orders? <i>For example, a court may have ordered that the property be sold and the net proceeds held in trust pending a dispute, or distributed to particular people.</i> If yes, please give details and send us copies of the relevant documents.	Yes ☐ No ☐

Section 8: Services, goods and fixtures

No.	Question	Your answer
75.	Which services are connected to the property?	Electricity supply Connected ☐ Not connected ☐ Not sure ☐ Gas supply Connected to mains gas ☐ Not connected (for example bottled gas) ☐ Not sure ☐ Water supply Connected ☐ Not connected (for example a water tank or bore only, or vacant land) ☐

No.	Question	Your answer
		Not sure ☐ Sewerage Connected to mains sewerage ☐ Not connected (for example a septic tank, or vacant land) ☐ Not sure ☐ Telephone services Connected ☐ Not connected ☐ Not sure ☐
76.	Which council and which water authority apply to the property?	Council: Water authority:
77.	What goods are included in the sale? <i>Goods are things not fixed to the property, such as an outdoor setting, a portable air conditioner, pool equipment, a clothesline or remote controls.</i>	
78.	Are there any fixtures you intend to take with you? <i>If something is attached to the property and you do not list it here, it must stay.</i>	
79.	Is there a dishwasher, and will it stay? <i>We mention this expressly in the contract because the law is not settled on whether a dishwasher is a fixture.</i>	☐ There is no dishwasher ☐ There is one and it stays ☐ There is one and I will remove it before settlement
80.	Are all appliances included in the sale in working order? If no, which ones are not working?	Yes ☐ No ☐ Not sure ☐

No.	Question	Your answer
81.	Have solar panels or a battery been installed? If yes, are they owned outright, or subject to a lease, hire purchase or finance arrangement? If the solar panels are subject to a lease, hire purchase or finance arrangement, please provide us with copies of the relevant documents.	Yes ☐ No ☐
82.	If there are water tanks, are they included in the sale?	☐ Included ☐ Not included ☐ Not applicable
83.	Are any goods included in the sale still being paid off, leased, or subject to a security interest on the Personal Property Securities Register? If yes, please give details.	Yes ☐ No ☐ Not sure ☐

Section 9: Owners corporation

No.	Question	Your answer
Stop. Is the property a unit, apartment or townhouse, or is it on a plan with shared common property? If NO, go straight to Section 10.		
84.	How many owners corporations affect the property?	

No.	Question	Your answer
85.	Is there an externally appointed owners corporation manager? If yes, please give the name, address and email of the manager.	Yes ☐ No ☐
86.	Is there any common property?	Yes ☐ No ☐ Not sure ☐
87.	Is the common property insured in the name of the owners corporation? <i>If there are three or more lots, the required insurance must be in place before a contract is signed. If it is not, the purchaser can end the contract at any time before settlement.</i>	Yes – the owners corporation manager can provide details ☐ Yes – whilst there isn't an external owners corporation manager, the owners have arranged this ☐ No – there is no common property, or there are fewer than three lots ☐ Not yet but I will arrange this ☐ Not sure ☐
88.	In the last 15 months, has the owners corporation held an annual general meeting, fixed fees and held insurance? <i>If it has not done all three, it may be 'inactive', which changes what must be disclosed.</i>	Yes ☐ No ☐ Not sure ☐
89.	Is the owners corporation involved in any dispute, claim or court case, or do you think one is likely? If yes, please give details.	Yes ☐ No ☐ Not sure ☐
90.	Are any building works, renovations, alterations or major maintenance to common property being considered, underway, or recently completed? If yes, please give details.	Yes ☐ No ☐ Not sure ☐

No.	Question	Your answer
91.	Do you lease or licence any part of the common property? <i>For example a car space, car stacker or garden area.</i> If yes, please give details and send us a copy of the lease or licence.	Yes ☐ No ☐ Not sure ☐
92.	Is there a car park? If yes, please answer the rest of this question. If there is a carpark space that is subject to a licence or a lease, please provide us with a copy of the relevant documents.	Yes – on my main property title ☐ Yes – the car park is separately titled to my main property title ☐ Yes – on common property with <u>no</u> lease/licence ☐ Yes – on common property with a lease/licence ☐ No ☐ If yes, does it use a car stacker? Yes ☐ No ☐ If yes, is it subject to the congestion levy? Yes ☐ No ☐ Not sure ☐
93.	Is there a separate storage lot or storage cage?	Yes – on my title ☐ Yes – but is on a separate title to my main property ☐ Yes – on common property with no lease/licence ☐ Yes – on common property with a lease/licence ☐ No ☐

Section 10: Rural, larger properties, and water entitlements

No.	Question	Your answer
Stop. Is the property farmland, used for primary production, larger than half a hectare (0.41ha) or have water entitlements associated with the property? If NO, go straight to Section 11.		

No.	Question	Your answer
94.	Is the property larger than 2 hectares? <i>This matters for capital gains tax, even if the property is your home. For example, where the property is your main residence and the area of the property is greater than 2 hectares, capital gains tax may apply to the sale.</i>	Yes ☐ No ☐ Not sure ☐
95.	Is the property larger than 0.41ha and in the Cardinia, Casey, Hume, Melton, Mitchell, Whittlesea or Wyndham council areas? <i>If so, the Growth Areas Infrastructure Contribution may apply to the sale.</i>	Yes ☐ No ☐ Not sure ☐
96.	Do any water entitlements apply to the property? If yes, please give details.	Yes ☐ No ☐ Not sure ☐
97.	If there are water entitlements, are they separately tradeable, meaning they can be sold separately from the land?	Yes ☐ No ☐ Not sure ☐ Not applicable ☐
98.	If the water entitlements are separately tradeable, do you intend to sell them with the property or keep them? If selling, please give details including their value if you know it.	☐ Sell with the property ☐ Keep ☐ Not sure
99.	Are there any crown licences associated with the property? <i>For example a licence to use an old crown road, or a river frontage for grazing.</i> If yes, please give details.	Yes ☐ No ☐ Not sure ☐
100.	If there are crown licences, do you intend to transfer them to the purchaser? If no or partial, please give details.	☐ Yes ☐ No ☐ Partial transfer ☐ Not applicable

No.	Question	Your answer
101.	Have you received any notice, property management plan, report or order about livestock disease, or about contamination by agricultural chemicals, affecting the use of the land for agriculture? If yes, please give details and send us a copy.	Yes ☐ No ☐ Not sure ☐
102.	Is there any proposal to rezone the land, or any possibility that it will be rezoned? <i>This matters for windfall gains tax.</i> If yes, please give details.	Yes ☐ No ☐ Not sure ☐

Section 11: Money

No.	Question	Your answer
103.	Does the property secure any loan, mortgage or caveat? <i>If you have paid the loan out but the mortgage is still shown on the title, please answer yes.</i>	Yes ☐ No ☐ Not sure ☐
104.	If there is a loan, mortgage or caveat, please give these details.	Lender, mortgagee or caveator: Loan account number: Approximate amount owing:
105.	Are the names on the loan different from the names on the title? If yes, please list the full names and email addresses of everyone named on the loan.	Yes ☐ No ☐
106.	Are you in default under the loan or mortgage?	Yes ☐ No ☐

No.	Question	Your answer
107.	Will the sale involve any of the following? Tick all that apply. If you ticked anything, please give details so we can deal with your lender early.	☐ Someone who is not on the title needs to sign the discharge authority ☐ You require a partial discharge as the mortgage is linked to another property(s) ☐ A simultaneous settlement with a property you are buying ☐ A simultaneous settlement with a refinance of another property ☐ Other
108.	Are you intending to take out a further mortgage, borrow more money against the property, grant a caveat, or use the property as security for a loan before settlement? <i>If yes, please provide details.</i>	☐ Yes ☐ No, ☐ Other
109.	If there is no mortgage, who holds the certificate of title?	☐ You ☐ Us ☐ Another lawyer or conveyancer ☐ Registrar of Titles ☐ Not sure ☐ Other
110.	Do any of these apply to the property? Tick all that apply	☐ Land tax ☐ Congestion levy ☐ Melbourne Strategic Assessment levy ☐ Windfall gains tax ☐ GAIC ☐ None of these ☐ Not sure
111.	Did you buy the property in the last 12 months, and claim a stamp duty concession such as the first home buyer or principal place of residence concession?	Yes ☐ No ☐ Not sure ☐

Section 12: GST and tax

GST usually matters when you are selling a property that is not your own home. For example, it can apply to industrial, commercial or farming property, or where you buy and sell residential land as a business.

If GST is not dealt with correctly before the contract is signed, you may receive considerably less than you expect, because an amount has to be paid to the ATO out of the price.

Please answer as best you can. If you are not sure, tick 'not sure'.

No.	Question	Your answer
112.	Which of these best describes the property?	☐ Existing residential dwelling (no GST) ☐ New residential premises, including a house built in the last 5 years and not sold since it was built ☐ Commercial, industrial or mixed use, sold subject to a lease ☐ Commercial, industrial or mixed use, sold vacant ☐ Vacant land, being sold in the furtherance of an enterprise ☐ Vacant land, acquired solely for private or domestic use ☐ Not sure, please contact my accountant ☐ Other Please provide details.
113.	Are you registered, or required to be registered, for GST? If yes, what is your ABN?	Yes ☐ No ☐ Not sure ☐
114.	Did you pay GST on the property when you bought it?	☐ No, it was an existing residential property, or there was another reason no GST was paid ☐ Yes, on the margin scheme ☐ Yes, not on the margin scheme ☐ Not sure, please contact my accountant
115.	Does GST apply to the sale of this property? If GST applies to the sale of this property, what is the intended GST treatment under the contract?	☐ Not a taxable supply, so no GST (for example an existing residential property) ☐ Yes ☐ Not sure, please ask my accountant ☐ Price includes GST ☐ Price plus GST

No.	Question	Your answer
		☐ Margin scheme ☐ Going concern, so no GST ☐ Farming business, so no GST ☐ Not sure, please ask my accountant
117.	Have you considered the capital gains tax (CGT) consequences of the sale? <i>Our retainer does not extend to tax advice. Please get your own advice from an accountant or tax adviser. Note that capital gains tax can apply even to your main residence, such as if the land is larger than 2 hectares.</i>	☐ Yes, I understand that I should get my own CGT advice ☐ Yes, and I have obtained CGT advice from my accountant ☐ No, I need to obtain CGT advice from my accountant.

Section 13: Anything else a buyer would want to know

No.	Question	Your answer
Material facts. It is against the law for a vendor to knowingly hide a 'material fact' about a property in order to induce someone to buy it. A material fact is something that would matter to a buyer deciding whether to buy, or what to pay. Penalties apply, and the purchaser may have other remedies against you. If you are in any doubt, tell us. It is far better for us to consider something and decide it does not need to be disclosed, than for it to be left out. Consumer Affairs Victoria publishes guidelines on material facts. We recommend you read them before you answer.		
118.	Do any of these affect the property? Tick everything that applies.	☐ A defect in the structure of the building ☐ Building work done without required permits, or not in line with a permit ☐ The title boundaries are wrong, or the fences are not on the boundaries ☐ Termites or another pest infestation ☐ Asbestos ☐ Combustible cladding ☐ Contamination, or a history of pesticide use ☐ A visible problem whose real cause is not obvious on inspection, for example cracked walls caused by movement in the foundations

No.	Question	Your answer
		☐ Flood, bushfire or another significant event ☐ The property was the scene of a homicide or other serious crime, or was used as a drug laboratory ☐ Something about the neighbourhood that is not obvious on inspection and would affect the use or enjoyment of the property, such as a proposed development or persistent noise ☐ Restrictions on vehicle access that are not obvious on inspection, such as truck curfews, or access over an unregistered easement ☐ A dispute with a neighbour ☐ Other
119.	If you ticked anything above, please give details.	
120.	Is there anything else about this property that you think a buyer would want to know before deciding whether to buy? <i>A useful test: has a buyer, a neighbour or your agent asked you about the same thing more than once?</i>	
121.	Do you have any questions for us?	

Section 14: Documents to send us

Tick what you are sending, and tell us if something does not apply or you cannot find it.

Identity and authority

- ☐ Change of name or marriage certificate, if a name on title differs from your ID
- ☐ Trust deed, and any variations, if a trustee owns the property
- ☐ Document authorising someone to sign for another person, for example power of attorney, court order, or grant of probate or letters of administration, if applicable
- ☐ Corporate power of attorney or delegation, if a non-director will sign
- ☐ Consent orders or binding financial agreement, if the sale follows a separation

The property

- ☐ The contract of sale and section 32 statement from when you bought the property, if you still have it
- ☐ Any planning permit issued for the property, any planning permit application, planning permit refusal notice (including any plans and supporting documents)
- ☐ Documents or details for water entitlements, if they are being sold with the property (whether separately tradeable or run with the land)
- ☐ Owners corporation certificate of insurance (if no owners corporation manager)
- ☐ Paper certificate of title, if you hold this

Building work

- ☐ Any notice or order from the council about building work
- ☐ Building permits
- ☐ Occupancy permits or certificates of final inspection
- ☐ Registered builder's insurance
- ☐ Certificate of consent for owner-builder work
- ☐ Owner-builder condition report (also known as an owner-builder defects report) and owner-builder insurance (once received)

Tenancies, licences, and other agreements

- ☐ Tenancy agreement or lease, and any disclosure statement, renewal, option or variation
- ☐ Any notice to vacate
- ☐ Any option agreement or right of refusal
- ☐ Any licence that applies to the land that should be transferred to the purchaser
- ☐ Any lease or licence of common property (such as a car park space or car stacker) or affecting a neighbouring property

Safety

- ☐ Pool or spa registration with the council
- ☐ Certificate of pool and spa barrier compliance

Notices, and other

- ☐ Congestion levy notice
- ☐ Any notice, order or proposal from a council, authority, court or government department
- ☐ Evidence or details of, Melbourne Strategic Assessment levy (MSA levy), windfall gains tax (WGT) or growth areas contribution (GAIC)
- ☐ Any cladding rectification agreement with council

Off the plan sales

- ☐ Unregistered plan of subdivision, certified if it has been certified, otherwise the latest version
- ☐ Planning permit, or planning permit application (including supporting plans and documents)
- ☐ Building plans, blueprints and specifications, and building permits
- ☐ Schedule of fittings, fixtures, finishes and inclusions
- ☐ Contour or surface plan prepared by your civil engineer
- ☐ Plan for the first stage, and the planning permit authorising a staged subdivision
- ☐ Work-in-kind agreement, and any GAIC assessment or certificate

Section 15: Declaration

Please read this and sign. Every vendor needs to sign.

The answers I have given in this form are true and complete to the best of my knowledge and belief.

I understand that you will rely on these answers to prepare the section 32 statement and the contract of sale, and that if the section 32 statement is wrong or incomplete, the purchaser may be able to end the contract at any time before settlement.

I will tell you in writing straight away if anything changes, or if I realise that anything I have told you is wrong or incomplete, and I will do so before any purchaser signs a contract.

Name	Signature	Date