



## CONTRACT SIGNING CHECKLIST

Please follow this Checklist in the order shown below:-

### 1. DISCLOSURE STATEMENT

The Disclosure Statement must be completed by the Agent and signed by the Buyer(s) **BEFORE** the Buyer(s) signs the Contract. The Disclosure Statement must be completed and signed in duplicate. One copy is to be left with the Buyer(s) and one copy returned with both copies of the Contract.

#### (a) Front Page

- (i) The Buyer must sign the front page of the Disclosure Statement to acknowledge the relevant matters have been disclosed.

#### (b) Document A1 – Page 4

- (i) The Buyer's name(s) and address details are required to be completed on the first page of Document A1.
- (ii) The Lot Number being purchased must be inserted as the Proposed Lot Number.
- (iii) You should also check to ensure that the last page (page 9) of Document A1 has been signed and dated by the Seller or seller's agent before the Contract is signed.

#### (c) Document A3 – Levies – Pages 42-44

We recommend (but it is not essential) that you have the Buyer initial next to the relevant levy contribution for the relevant Lot in the Proposed Schedule of Contributions.

#### (d) Document B2 – Page 173

The Buyer(s) should be given the opportunity to peruse the Power of Attorney Disclosure Statement located at Document B1 (pages 169-172) and then the Power of Attorney Deed must be completed and then signed by the Buyer(s). The Buyer(s) name and address must be completed at the top of the Power of Attorney Deed and they must sign at the bottom of the Deed and their signatures must be witnessed.

(e) **Document B4 – Page 177**

The Proxy Form for Body Corporate general meetings is required to be completed with the Buyer's name(s) and then must be signed where indicated by all Buyer(s).

(f) **Property Occupations Act Form 8**

The agent must complete and provide to the Buyer an accurate Property Occupation Act Form 8 before the Buyer(s) enters into the Contract.

2. **CONTRACT**

**Reference Schedule** - The Reference Schedule (Sale Details) to the Contract are to be completed including:-

- (a) Buyer and Buyer's solicitor details (name, address, telephone etc). Also tick the relevant box depending on whether the Buyer is a foreign interest;

**Note: If the Buyer is a foreign person, obtain a copy of their passport.**

- (b) Insert the relevant Lot No in item 8;
- (c) Purchase Price (the purchase price will be inclusive of GST);
- (d) Deposit (amount and when payable). Bank Guarantees may be accepted subject to the terms of the Bank Guarantee. There is no need to refer to a Bank Guarantee in Item 10 of the Sale Details;
- (e) Guarantor and Guarantor's details if the Buyer is a company or a trustee of a trust;
- (f) Desired Exclusive Use Car Space Location - insert number of the exclusive use area that corresponds with the Lot (check guide from developer);
- (g) We recommend (but it is not essential) that the Buyer initial next to the relevant Lot on the plan in Schedule 1;
- (h) We recommend (but it is not essential) that the Buyer initial next to the relevant Exclusive Use Area in Schedule 2.
- (i) Please ensure the BCCM Act Disclosure Statement is signed by all Buyer(s) before the Buyer(s) signs the Contract.

3. **SIGNING CONTRACT**

- (a) The signing page is the second last page of the Contract. All Buyers must sign where indicated and their signatures should be witnessed. Where the name of the witness is known please insert the name of the witness.

- (b) If there is a Guarantor to the Contract then each Guarantor must sign where indicated.

#### 4. **SPECIAL CONDITIONS**

All Special Conditions should be written into Schedule 5 of the Contract. If the standard terms of the Contract are to be amended please ensure the Buyer(s) initials the amendment and the amendment is clearly identified.

#### 5. **RETURN CONTRACTS AND DISCLOSURE STATEMENT**

You should ensure that 2 copies of the Contract are completed and signed and 2 copies of the Disclosure Statement are completed and signed. Please return **both copies of the Contract** and **one copy of the Disclosure Statement** to the Seller. The Buyer(s) may retain one copy of the Disclosure Statement.

If you have any questions please do not hesitate to contact St John Lord at Hickey Lawyers on (07) 5574 1000.