

**Check-list
BUYER INQUIRIES**

	Search / Enquiries	Information	Post Contract rights if Search Adverse	Search required (circle response)	
1	Title Investigation <ul style="list-style-type: none"> • Current title search • Registered plan • Community management statement (only for community titles) 	Real property description, title reference, encumbrances, registered leases, location of land, caveats, lot entitlement, by-laws, details of progressive development of the scheme.	Houses and Land Contract/Community Title Contract Termination – cl 7.5 (if material defect) Compensation – cl 7.5 (if material or immaterial defect and buyer completes) Termination or damages – cl 7.4 (if warranties inaccurate) Commercial Land and Building and Units Contract 2nd ed GST ('Commercial Contract') Similar rights in clauses 7 and 8 of the Commercial Contract'	Standard	
2	Local government Enquiries <ul style="list-style-type: none"> • Rates search • Town planning search • Sewerage and drainage plans 	Rates information, town planning information (zoning, use, future use), position of sewerage and drainage pipes	Houses and Land Contract/Community Title Contract Termination under cl 7.7 if : <ul style="list-style-type: none"> • Use of property is unlawful; • Services pass unlawfully over land Must exercise right at least 2 business days prior to settlement Commercial Contract Termination under clause 21: <ul style="list-style-type: none"> • Use of property is unlawful; • Services pass unlawfully over land Can be exercised up to date of settlement Statute If vacant land and cannot be used lawfully for residential purposes and not notice under s 149 PAMDA, buyer make terminate or seek reconveyance under s 150 PAMDA.	Standard	
	<ul style="list-style-type: none"> • Flood search 	Whether the property has flooded and the level of the last flood	No rights under Houses and Land, Community Title or Commercial contracts	Optional - but advisable if client intends to build on land	Yes No
	<ul style="list-style-type: none"> • Building approval search 	Details of building approvals and certificates		Optional - but	Yes No

		(including certificate of classification)	<p>Houses and Land, Community Title, Commercial Contract No rights under Houses and Land, Community Title or Commercial contract for lack of building approvals but may allow termination for unsatisfactory building report if significant.</p> <p>Community Title or Commercial Contract If no certificate of classification for the building (other than a class 1a or 10 building under the Building Code of Australia) at date of settlement contract may be terminated for failure to give vacant possession.</p>	advisable if client intends to build or renovate	
	<ul style="list-style-type: none"> Health Department search 	Whether the property is registered with the Health Department and any contraventions	No rights under Houses and Land or Community Title or Commercial Contract	Optional but advisable if business conducted	Yes No
	<ul style="list-style-type: none"> Swimming pool compliance 	Compliance with swimming pool legislated	No rights under Houses and Land or Community Title or Commercial Contract	Optional but advisable if a pool constructed – buyer will have obligation to fence after settlement.	Yes No
	<ul style="list-style-type: none"> Heritage search 	Whether property listed on heritage register or any heritage agreements in existence.	<p>Houses and Land or Community Title Contracts Termination if listed on register or is affected by <i>Qld Heritage Act – cl 7.7</i></p> <p>Must exercise right at least 2 business days prior to settlement</p> <p>Commercial Contract Termination under clause 21.1(h) if property affected by the <i>Qld Heritage Act 1992</i></p> <p>Can be exercised up to date of settlement</p>	Optional – relevant if dwelling or commercial building more than 50 years old	Yes No
	<ul style="list-style-type: none"> Signage rights (commercial property) 	Whether sign has a valid licence	No rights under Houses and Land or Community Title or Commercial Contract	Optional but advisable for commercial business	Yes No
3	Land Tax	Whether the property is subject to land tax, if there are arrears and the amount of arrears	Arrears are a defect in title which allows termination at common law if not paid at settlement. Note s 43 <i>Land Tax Act 1915</i>	Standard	
4	Qld Transport <ul style="list-style-type: none"> Roads Port authority (if only on the river) Rail 	Future development, current proposals, resumption information	<p>Houses and Land or Community Title Contracts Termination under cl 7.7 if a current proposal in relation to 'transport infrastructure' that affects the land</p> <p>Must exercise right at least 2 business days prior</p>	Standard	

			<p>to settlement</p> <p>Commercial Contract Termination under clause 21.1(c) if land affected by a proposal for the widening, aligning or altering of any road or railway abutting the land</p> <p>Can be exercised up to date of settlement</p>		
5	Main Roads	Current proposal and future intentions for roads	<p>Houses and Land or Community Title Contracts Termination under cl 7.7 if a current proposal in relation to 'transport infrastructure' that affects the land Must exercise right at least 2 business days prior to settlement</p> <p>Commercial Contract Termination under clause 21.1(c) if land affected by a proposal for the widening, aligning or altering of any road or railway abutting the land</p> <p>Can be exercised up to date of settlement</p>	Standard	
6	Old Rail	Existing and future rail corridor (NB. Old Rail are not a constructing authority and information concerning future resumptions for rail will not be given)	<p>Houses and Land and Community Title Contracts Termination under cl 7.7 if a current proposal in relation to 'transport infrastructure' that affects the land</p> <p>Must exercise right at least 2 business days prior to settlement</p> <p>Commercial Contract Termination under clause 21.1(c) if land affected by a proposal for the widening, aligning or altering of any road or railway abutting the land</p> <p>Can be exercised up to date of settlement</p>	Optional but advisable to make inquiry if near a rail corridor	Yes No
7	Pest inspection/building inspection Only of benefit after contract if special condition in contract.	Information concerning the structural soundness of the property.	<p>Houses and Land or Community Title Contract Termination under cl 4 only if a reasonable buyer would consider the report unsatisfactory</p> <p>Commercial Contract</p>	Optional – buyer should be strongly advised to obtain report	Yes No

			No specific right unless special condition added		
8	Queensland Building Services Authority	Details of insurance cover for the property under the <i>Queensland Building Services Authority Act</i> .	Houses and Land or Community Title Contract No rights under standard contract	Optional	Yes No
9	Environmental Protection Agency	Determine if land is on the Environmental Management Register or Contaminated Land Register*	<p>Houses and Land or Community Title Contract</p> <p>Termination or compensation under cl 7.4(3) if failure to disclose notifiable activity or other circumstances that may lead to classification as contaminated.</p> <p>Termination must be exercised at least 2 business days prior to settlement Claim for compensation must be made prior to settlement</p> <p>Commercial Contract Termination or compensation under cl 7.6 if failure to disclose notifiable activity or other circumstances that may lead to classification as contaminated.</p> <p>Termination must be exercised within 14 days of contract Claim for compensation must be made prior to settlement</p> <p>Statute If property is on either contaminated land register or environmental management register a buyer may terminate under s 421 <i>Environmental Protection Act 1994</i> if no prior disclosure by the seller under that section.</p> <p>Termination must be exercised prior to settlement or possession whichever is the earlier</p>	Standard	
10	Energex/Ergon	<ul style="list-style-type: none"> • If the property is connected under normal tariff conditions; • if the property is connected under guarantee conditions and the amount of the guarantee; • if the property is not connected upon what conditions it may be connected; • whether there are any underground cables running through the property. 	<p>Houses and Land or Community Title Contract</p> <p>Termination under cl 7.5 if an undisclosed easement over cables that is material. Compensation (no election to terminate) if an undisclosed easement over cables that is material or immaterial. Must be claimed prior to completion. No right if the easement is a proposed</p>	Standard	

			<p>easement</p> <p>Commercial Contract Termination under clause 8 if an undisclosed easement over cables that is material. Right to claim compensation, prior to completion under clause 8 if easement is material or immaterial. No right if the easement is a proposed easement</p>		
11	Powerlink	Information concerning the Authority's future interest in the property, easements and transmission lines	<p>Houses and Land or Community Title Contract</p> <p>Termination under cl 7.5 if an undisclosed easement over cables that is material. Compensation (no election to terminate) if an undisclosed easement over cables that is material or immaterial. Must be claimed prior to completion No right if the easement is a proposed easement</p> <p>Commercial Contract Termination under clause 8 if an undisclosed easement over cables that is material. Right to claim compensation, prior to completion under clause 8 if easement is material or immaterial. No right if the easement is a proposed easement</p>	Optional – generally only necessary for large rural or commercial properties	Yes No

12	<p>Court Registers</p> <ul style="list-style-type: none"> • Supreme and District • Bankruptcy register 	<ul style="list-style-type: none"> • If an action has been commenced by or against the seller; • the nature of any action commenced; • copies of all originating summons, interlocutory proceedings, orders, appeals, bills of costs and writs; • the bankruptcy register should provide information concerning name of bankrupt, dates of bankruptcy, and orders. • 	<p>Houses and Land or Community Title Contract</p> <p>Termination under clause 7.4 if judgement, order or writ issued affecting the property</p> <p>Commercial Contract Termination under clause 7.4 if</p> <ul style="list-style-type: none"> • judgement, order or writ issued affecting the property; • current litigation by person claiming an interest in the land 	Standard	
13	Australian Securities Commission	Details of seller corporation including directors, ABN, charges		Standard	
14	Body Corporate Records Search	Levy information, by-laws, lot entitlement, insurances, details of management and letting	Community Title Contract	Standard if a community title lot	

	Only if the property is subject to the <i>Building Units and Group Titles Act 1980</i> or the <i>Body Corporate and Community Management Act 1997</i> .	agreement, referee's orders, special levies.	Termination under clause 7.4 for breach of warranty. Statute <ul style="list-style-type: none"> • s 209 (existing lot) or s 214 and 217 (proposed lot) <i>Body Corporate and Community Management Act 1997</i> for inaccuracy in Disclosure Statement • s 224 <i>Body Corporate and Community Management Act 1997</i> for breach of implied warranty NOTE: Time limits apply to the exercise of these rights.		
15	Body Corporate Orders (Form 3 BCCM) from Body Corporate Commissioner	Details of Orders made against a particular community title scheme	Community Title Contract Termination only if breach of warranty in cl 7.4 that an order that requires work to be done or money spent on the lot or common property	Standard	
16	Old Fire and Rescue Search This only applies to commercial building and units.	Whether a fire safety certificate has been issued for the property, whether the property complies.	No right under Houses and Land or Community Title or Commercial contract	Optional	Yes No
17	Retail Shop Leases Tribunal Only if a Retail Shop Lease	Details of orders, mediations agreements and current proceedings	Community Title Contract (Commercial) Termination under cl 10.5 if warranty in cl 10.3 is inaccurate and buyer materially prejudiced. Commercial Contract Termination under clause 32.2 if a seller warranty in clause 32.1 is incorrect.	Standard if acquisition of property subject to retail lease	
18	Bill of Sale Register Only if purchasing chattels, usually commercial property.	Details of registered bills of sale	Houses and Land or Community Title Contract Termination for breach of cl 7.2 if not released at settlement	Standard for commercial acquisition	
19	Survey**	Identify the boundaries of the land, the area and location of improvements.	Houses and Land or Community Title Contract Termination under cl 7.5 if material defect Compensation under cl 7.5 if buyer completes and defect material or immaterial. Claim for compensation must be notified prior to	Yes No	

			<p>settlement.</p> <p>Commercial Contract</p> <p>Termination under cl 8 if material defect Compensation under cl 8 if buyer completes and defect material or immaterial. Claim for compensation must be notified prior to settlement.</p>		
20	Coastal Management Search	Whether the land is within a coastal management control district or an erosion-prone area and therefore the provisions of the <i>Coastal Protection and Management Act 1995</i> applies	No rights in Houses and Land, Community Title or Commercial Contracts	Optional – if property is located in a coastal area (beach or harbour area) this search is advisable	Yes No
22	Coastal Protection (Sanctions on construction of jetties)	<ul style="list-style-type: none"> the date of any sanction issued pursuant to s 86 of the <i>Harbours Act 1955</i> (now part of the <i>Transport Infrastructure Act 1994</i>) nature of the works sanctioned. 	No rights in Houses and Land, Community Title or Commercial Contracts	Optional – advisable if the property has a jetty or other construction over water	Yes No
23	National Heritage Listing	Information on indigenous, natural and historic sites on the register	<p>Houses and Land or Community Title Contract</p> <p>Termination under cl 7.7 if affected by being on heritage list.</p> <p>Must exercise right at least 2 business days prior to settlement</p> <p>Commercial Contract</p> <p>Termination under cl 21 if affected by being on heritage list.</p> <p>Can be exercised up to date of settlement</p>	Optional	Yes No
24	ATSI Cultural Heritage Register and Database (DNRM&W)	Information about the location of significant ATSI cultural heritage sites	No rights in Houses and Land, Community Title or Commercial Contracts	Optional	Yes No
25	Mining tenures	Details of mining or petroleum tenures granted	No right in Houses and Land, Community Title or Commercial Contracts (not a defect in title)	Optional but advisable in known mining area	Yes No

*** Note: Environmental Protection Agency Searches**

The EPA have advised that they are unable to provide details for the other matters in section 421 – ie. if the land is the subject of an order under section 458 (Order to enter land to conduct investigation or conduct work) or details of land that is the subject of—

- (i) a notice under section 373 informing the owner that the administering authority believes the land has been, or is being, used for a notifiable activity or is contaminated land; or
- (ii) a notice to conduct or commission a site investigation; or
- (iii) a remediation notice; or
- (iv) a notice that the administering authority is preparing, or requiring someone else to prepare, a site management plan for the land.

**** Note: Survey –** At a minimum the buyer should be asked to identify the lot on a copy of the registered plan and advised of the right to and desirability of undertaking a survey.

Version Control

Version 1.2

Date	Details of Change
1 May 2007	<p>Amend row numbered 2 – Building Approval Search – column “search required” added “or renovate” to end</p> <p>Deleted row numbered 8 – Contaminated Land Search (EPA) and renumber subsequent rows</p> <p>Amend row numbered 9 – Environment Protection:</p> <ul style="list-style-type: none">• Change reference to Environmental Protection Agency• Amend column “information” by replacing all existing wording• Amend column “post contract rights of search adverse” by adding “that may lead to classification as contaminated. If on either register a buyer may terminate under s 421 <i>Environmental Protection Act 1994</i>” <p>Add notations on:</p> <ul style="list-style-type: none">• Environmental Protection Agency searches• Survey
