

# SALE CONVEYANCING

EMAIL OR FAX THIS FORM TO OUR OFFICE TO GET YOUR MATTER STARTED

Email: admin@northcotelawyers.com.au Fax: (03) 9486 1666

# northcotelawyers

A N D A S S O C I A T E S

## CONVEYANCING SERVICES - ALL COSTS INCLUDE GST

- 1.  Instructions for Conveyancing work only for **residential** real estate in Victoria **\$1,220\***
- 2.  Instructions for Conveyancing work only for **'off the plan' residential** real estate in Victoria **\$1,880\***
- 3.  Instructions for Conveyancing work – **Vendor not residing in Australia** **\$2,200\***
- 4.  Conveyancing – Non-standard matter (including commercial real estate) **Call for a quote**

\*Note: If an Owners Corporation Certificate is required an extra charge may apply if the Owners Corporation charge a fee for the certificate. Disbursements not included.

## CLIENT DETAILS

### VENDOR(S) FULL NAMES – Include ALL names

Mr  Mrs  Miss  Ms

Surname:  Given names (in full):

Phone: (H):  (W):  (M):

Date of Birth (dd/mm/yyyy)  /  /  Email address:

Mr  Mrs  Miss  Ms

Surname:  Given names (in full):

Phone: (H):  (W):  (M):

Date of Birth (dd/mm/yyyy)  /  /  Email address:

If the Vendor(s) are acting on behalf of a Trust, please provide a copy of the Trust Deed.

### Current physical address (Not PO Box)

House or Unit number:  Street:   
Suburb:  State:  Postcode:

### Current post address: (used UNTIL settlement)

House or Unit number:  Street:   
Suburb:  State:  Postcode:

### Future post address: (used AFTER settlement)

House or Unit number:  Street:   
Suburb:  State:  Postcode:

## SALE DOCUMENTS

A copy of your sale documents will be emailed to you and your real estate agent (if applicable). If you wish this to occur you must provide an email address for your agent.

Estate Agent Name:  Branch:

Phone:  Fax:  Auction Date (if set):

Email:

## GST CONSIDERATIONS

GST will be payable on the sale  GST will not apply to this sale

Please contact our office or your accountant if you are unsure about GST considerations.

**PROPERTY DETAILS**

Address of property being sold:

House or Unit number:  Street:

Suburb:  State:  Postcode:

Volume No.:  (Volume and folio are at the top of the Certificate of Title – if the property is mortgaged, ask your bank for these details.)  
Folio No.:

Council Name:   
Water Authority:

Gas Authority:

Electricity Authority:

Phone Provider:

This property:  is vacant land **OR**  a free-standing dwelling **OR**  is a flat or home unit (see over page \*)  
**OR** Commercial  **OR**  other:

**Fixtures, fittings and chattels:**

The property will be sold with all **fixtures and fittings**  Yes  No

A fixture or fitting is something that has been affixed to the land or building so as to become part of it such as, but not limited to, a heating/air-conditioning unit, hot plates, free standing gas stove, under bench or integrated dishwasher, carpets, taps, fixed floor coverings, light fittings and window furnishings.

If no, please list the fixtures and fittings that **will not be** sold with the property

Does the property have solar panels?  Yes  No

If Yes, is there a government buyback agreement and/or supplier payment plan in place?  Yes  No

The property will be sold with **chattels**  Yes  No

A chattel is a movable, tangible article of property such as, but no limited to, dishwasher (free standing) or fridge.

If yes, please list the chattels that **will be** sold with the property

**If you are uncertain whether an item is a fixture or chattel, please contact our office to discuss.**

**This property is NOT affected by any of the following issues (or tick any that apply):**

Any easements, covenants or other encumbrances or restrictions as to use other than those shown on the title. (e.g. sewer or drainage pipes outside easements, right-of-way, combined drain etc.)

Any Government, Council or other orders received or made in respect of the property fences on incorrect title boundaries

Lack of road access

Permits, licences or other rights (e.g. grazing or water licence) being transferred on this sale

Growth Areas Infrastructure Contribution (GAIC) liability

**\* If the property is a flat or home unit:**

there is no car parking **OR**  it has its own carpark

**The carpark:**

Is on a separate title  Is allocated by Owners Corporation

There is no common property **OR**  There is \*common property and it is fully insured.

*\*Common property must be covered by public liability insurance in the name of the Owners Corporation (i.e. not in your name or as part of your own public liability insurance) for at least \$10 million until settlement.*

it is not run by an Owners Corporation **OR**  the Owners Corporation details are:

Name of Owners Corporation:

Owners Corporation Address:

Owners Corporation Telephone:

### SWIMMING POOL AND SPA

Under the *Building Amendment (Swimming Pool and Spa) Regulations 2019* property owners are required to register their pool and spa with their local council by 1 June 2020 and have them inspected by an appropriately qualified building inspector and issued with a certificate of compliance.

However, there is currently no requirement under the regulations or under s32 of the *Sale of Land Act* for vendors to disclose whether their pool or spa has a compliance certificate.

Does the property include a pool or spa?  Yes  No

If yes, have you received a Certificate of Compliance? Please provide us with a copy.

If you have not received a Certificate of compliance, please advise us.

### MATERIAL FACT

You must not knowingly conceal material facts relevant to the property that you are aware of that may influence a prospective purchaser's decision or recklessly make a statement which is misleading or deceptive.

Examples of a material fact include, but are not limited to: prior tests revealing defects in dwelling, including structural defects, infestation, combustible cladding, asbestos; building work or other work done without a required building permit, planning permit or is otherwise illegal; there has been a significant event at the property, including a flood or a bushfire, or it has been the scene of a serious crime or an event which may create long-term potential risks to the health and safety of occupiers. For further information on material facts and examples of same, please see the following link to the Victorian Consumer Affairs Guideline.

<https://www.consumer.vic.gov.au/library/publications/housing-and-accommodation/buying-and-selling-property/material-fact-guidelines-word-accessible.docx>

Is there a material fact relevant to the property?  Yes  No  I'm not sure

If you have any questions in relation to what constitutes a "material fact" please contact our office for advice.

### LOAN DETAILS

(NOTE: We cannot arrange settlement without this information)

The property secures a loan with the following lender (details required to discharge mortgage):

Name of lender:  Loan Number:   
Lender address:  Telephone:

The property does not secure any loan of any kind. (Certificate of Title to be provided as soon as possible.)

### OUTGOINGS

Total yearly outgoings do not exceed \$3,000 OR  Total yearly outgoings are: \$

Breakdown of outgoings: Council Rates: \$  Water Rates: \$  Owners Corp.: \$

There are no back rates or other financial liabilities for which the purchaser will become liable after sale.

**Please attach copies of latest rates notices – water, council and Owners Corporation (if flat or unit)**

### CONNECTED SERVICES

The following services are connected to the property (i.e. working inside the house/unit):

Electricity  Gas  Water  Sewerage  Telephone

### BUILDING APPROVALS & RENOVATIONS

Have any building works been carried out in the past 7 years?  No  If yes, please provide a brief description:

  
  

Value of building works:  \$0 - \$16,000 OR  \$16,000 or more

Was a building permit obtained?  Yes  No

Building Permit No.:  Issued on:   Copy attached

**BUILDING APPROVALS & RENOVATIONS CONTINUED**

The building work was completed by:

- A registered builder\*
- An owner-builder\*\*

\*Copy of Home Owner Warranty **MUST** be attached if value of the building works exceeds \$16,000

\*\*Building Inspection Report required in **ALL** cases, and warranty insurance required if value exceeds \$16,000

If you completed the works as an owner-builder, please confirm whether:

- a) the building works were carried out in a proper and workmanlike manner:  Yes  No
- b) the materials used were good and suitable for the purpose for which they were used, and those materials were new:  Yes  No
- c) the building works were carried out in accordance with all applicable laws and legal requirements:  Yes  No

**IMPORTANT NOTE:** If you are an owner-builder or renovator (i.e. you have arranged building work at your property, but did not use a registered builder for the whole job) you must tell us about ANY building works undertaken on the property, even if a building permit was not required or issued, and identify works undertaken by a registered builder, single tradesperson or personally by you, regardless of value, so that we can determine what requirements exist in order to comply with the current legislation.

Failure to properly identify owner-built 'domestic building works' and to obtain the required inspection report and insurance can lead to your Contract being voided at any time prior to settlement.

**LAND TAX**

- Land tax applies to this property
- Land tax is not applicable to this property

**OCCUPATION OF THE PROPERTY**

- I am an owner/occupier (I am living in the property) **OR**  the property is vacant (I am living elsewhere).
- A tenant occupies and:  Notice to Quit has been served **OR**  sale is subject to existing tenancy.

**If a tenant is presently in occupation, please attach a copy of the tenancy agreement.**

**INSURANCE**

- The property is insured, and will remain insured until settlement.

Name and address of insurer:

*(Note: if the property has 'common property' (flats, units etc.) the Owners Corporation MUST have insurance for the common property of not less than \$10 million. A purchaser may end the contract if the common property is not insured.)*

**SIGNATURES**

I/We confirm that the above information is true and correct, and is to be acted upon as my instructions to proceed.

(Signature)

(Signature)

Note: If this interactive form is returned unsigned this will be taken to be an acceptance of this fee structure and costs and disbursements will be charged in accordance with same.

**HOW DID YOU HEAR ABOUT US?**

- Google
- I am a previous client
- Referred by past client
- Yellow Pages Online
- Billboard advertising
- Social media
- Other (please specify):

**Please return this form to our office to as soon as possible**

Email: admin@northcotelawyers.com.au Fax: (03) 9486 1666

Mail: 157 St Georges Road Northcote 3070

**PLEASE DO NOT LEAVE BLANK BOXES – CONTACT US IF YOU ARE UNSURE ABOUT THIS FORM**

For further information regarding costs or the conveyancing process, please call or visit our website

P: (03) 9486 1661 www.northcotelawyers.com.au

Northcote Lawyers Pty Ltd (ABN 88 155 705 203)

**ITEMS THAT FALL OUTSIDE THE SCOPE OF AN ORDINARY CONVEYANCE INCURRING ADDITIONAL FEES**

**SALE OF PROPERTY**

***ATO Foreign Resident Capital Gains Tax Clearance Certificate***

**\$77**

per person

If property is sold for more than \$750,000 and the vendor is required to produce to the Purchaser a Foreign Resident Capital Gains Tax Clearance Certificate:

***Owners Corporation Certificate***

**\$440**

Preparation of an Owners Corporation Certificate where there is no owner's corporation management:

***Nominating Title***

**\$55**

If we hold paper Certificate of Title and are required to nominate the title to the PEXA settlement workspace

***Early release of deposit***

**\$110**

Facilitating the early release of deposit where possible in accordance with s27 of the Sale of Land Act

***Negotiating change in settlement date***

**\$330**

If the settlement date is changed from the contract settlement date, at your request

***Rebooking settlement***

**\$330**

If settlement is rebooked at the fault of either party or the bank

***Receipt and payment of the balance of deposit monies***

**\$110**

To receipt in trust and pay at settlement, the balance of deposit monies, if required:

***Outdated Contract of Sale and Vendor's Statement***

**\$440**

plus disbursements

If the Contract of Sale and Vendor's Statement is outdated and have to be updated by way of ordering new certificates:

***Application by Surviving Proprietor and Application by Legal Personal Representative***

**\$220**

***Licence Agreement***

**\$440**

Preparation of a Licence Agreement to provide the purchaser with early access prior to settlement if necessary:

***Challenges to contract for alleged breaches of s32 of the Sale of Land Act***

**\$440**

hourly rate

***Verification of Identity per person***

**\$77**

To meet with the client as required and identify them in conference:

***Default & Rescission***

You remain liable for all fees in relation to the conveyancing services and disbursements, in addition to any other reasonable fees incurred, in the event the contract is terminated by way of default of rescission.