

# PRE-PURCHASE ADVICE AND 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

## LEGAL ADVICE SERVICES - ALL COSTS INCLUDE GST

### Pre-Contract Advice (*before* you sign a contract)

1.  Pre-purchase document checking and comprehensive legal advice \$550

### Post-Contract advice (*after* a contract was signed without legal advice)

2.  Urgent advice during the 3 day 'cooling off' period (available only where sufficient time remains) \$660

Contract signed on: / /  (This is the date YOU first signed the contract, or any other contract for the same property.)

4.  Post-purchase document checking and comprehensive legal advice \$550

### PLEASE PROVIDE CREDIT CARD DETAILS<sup>^</sup>

Name on card:

Type of card:  Visa  Mastercard

Card number:

Expiry date: /

Signature:

Date: / /

**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.**

<sup>^</sup>Credit card payment is limited to above legal advice services unless otherwise agreed in writing.

## CONVEYANCING SERVICES - ALL COSTS INCLUDE GST

### Conveyancing (*after* you have signed a contract)

- 3. Conveyancing - purchase of a house, unit or land in the Melbourne metropolitan area \$1,220\*
- 4. Conveyancing - purchase of a house, unit or land outside the Melbourne metropolitan area \$1,550\*
- 5. Conveyancing - purchase of a house, unit or land 'off the plan' (i.e. unregistered subdivision) \$1,550\*
- 6. Conveyancing - purchaser not residing in Australia \$2,200\*
- 7. Conveyancing – commercial property or a non-standard residential matter Call for a quote
- 8. Preparation of nomination documents (required when another purchaser's name is added to the contract) \$220
- 9. Review of Licence Agreement and comprehensive legal advice \$440
- 10. Preparation of purchaser's caveat \$440\*

\*Note: Disbursements and Foreign Investor Review Board (FIRB) application (if required) not included.

## CLIENT DETAILS - PURCHASER(S) FULL NAMES – INCLUDE ALL NAMES

(Name and D.O.B. details must be complete and accurate, as later corrections or changes can affect stamp duty and costs)

Mr  Mrs  Miss  Ms

Surname:

Given names (in full):

Date of Birth: / /

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

Email address:

Australian citizen  Foreign investor

Mr  Mrs  Miss  Ms

Surname:

Given names (in full):

Date of Birth: / /

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

Email address:

Australian citizen  Foreign investor

**If the Purchaser(s) are purchasing 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: **FORM OF OWNERSHIP** Single purchaser only    Both to own 100% jointly    Each to own 50% in common Ownership in unequal proportions (this must be specified in the contract particulars).**PROPERTY DETAILS****Type of property:** Vacant land only    House and land    Flat or home unit    Other: **Address of the property being purchased:**House or Unit number: Street: Suburb: State:  Postcode: **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. They must have their safety barrier inspected once every four years.

However, there is no requirement under the regulations or under s32 of the Sale of Land Act 1958 for vendors to disclose whether their pool or spa has a compliance certificate.

If the property has a pool or spa, you are at risk of being liable for the costs of an inspection and having works done to bring the pool or spa into compliance. In a worst-case scenario, the pool or spa may not be able to be brought into compliance.

If the property has a pool or spa, we recommend that you obtain a copy of the relevant certificate of compliance prior to signing the contract. Please inform us if the property has a pool or spa as soon as possible and we will request the certificate of compliance from the vendor's solicitor.

If the vendor does not have a certificate of compliance you may wish to determine the cost of compliance, if possible, and communicate that your offer is made having taken such future compliance costs into consideration.

**OCCUPATION OF PROPERTY**The property being purchased will be my principal place of residence    Yes    NoAre you a First Home Owner?    Yes    NoAre you entitled to a concession rebate for stamp duty?    Yes    No

## FINANCE FOR PURCHASE

- I WILL NOT be obtaining a home loan. I will provide all funds necessary to effect settlement (A post settlement agency fee will apply for stamping and lodging documents); OR
- I WILL be obtaining a home loan. Name of bank or lending institution:
- I WILL be obtaining a home loan however I am yet to choose a lender and I would like Northcote Lawyers to have their recommended local mortgage broker contact me by email; OR
- I WILL be obtaining a home loan and I have chosen a lender however I would like Northcote Lawyers to have their recommended local mortgage broker contact me by email to arrange for an obligation free second opinion on my chosen lenders offer

## SETTLEMENT

- The settlement date is (if known): / /
- OR  I am purchasing 'off the plan' and there is no set date for settlement

## SIGNATURES

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

Signature of Purchaser 1

Signature of Purchaser 2

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## 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 send this form to our office to commence proceedings

Email: [admin@northcotelawyers.com.au](mailto: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](http://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

### PURCHASE OF PROPERTY

<b>GST</b> If the property is a new residential property or new potential residential land and the purchaser is required to make payment of GST at settlement. To register for payment of GST, attend to payment of GST, as per ATO requirements and lodge notification of settlement with ATO	<b>\$330</b>	<b>Rebooking settlement</b> If settlement is rebooked at the fault of either party or the bank	<b>\$330</b>
<b>ATO Foreign Resident Capital Gains Tax Clearance Certificate</b> If the Vendor is a Foreign Resident and the property is sold for more than \$750,000 and Foreign Residents Capital Gains Tax is payable to the ATO	<b>\$330</b>	<b>Receipt and payment of purchasers equity</b> To receipt in trust and pay at settlement purchasers equity, if required	<b>\$220</b>
<b>Licence Agreement</b> Preparation of a Licence Agreement to provide the purchaser with early access prior to settlement if necessary	<b>\$440</b>	<b>Challenges to contract for alleged breaches of s32 of the Sale of Land Act</b>	<b>\$440</b> hourly rate
<b>Requesting extension to subject to finance or subject to building and pest conditions</b> If an extension to the subject to finance or subject to building and pest conditions is sought, at your request	<b>\$220</b>	<b>Verification of Identity per person</b> To meet with the client as required and identify them in conference	<b>\$77</b>
<b>Negotiating change in settlement date</b> If the settlement date is changed from the contract settlement date, at your request	<b>\$330</b>	<b>Attending to ordering property certificates</b> If not included in the vendor statement and providing written advice on same	<b>\$440</b> hourly rate plus disbursements
		<b>Default &amp; Recission</b> 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 recission.	