

PURCHASERS AGREEMENT, TAX INVOICE, INITIAL STATEMENT OF ACCOUNT ONLINE SERVICE

Please return the full document signed on each page by all parties.

TO _____ (complete full name)

Please supply

100 point ID search – Drivers License/Medicare card/passport –
We must Identify you prior to you being able to proceed to purchase.
Zip IDENTIFICATION – \$ (at cost advised).

FROM: THE SHIRE CONVEYANCER – Suite 3, 59-65 Gerrale Street Cronulla NSW 2230.

In accordance with the Conveyancing Licensing Act (“the Act”) I set out hereunder the terms relating to the work performed by me on your behalf.

1. **CONVEYANCING WORK: STANDARD ON LINE CONVEYANCE SERVICE**

To act on your behalf and carry out all necessary work involved in the purchase of residential property including all attendances upon the vendors’ Solicitor/Conveyancer, your Real Estate Agent and yourselves, advising you in relation to the purchase generally and to contract terms, carrying out all necessary searches and enquiries, so as to ensure you receive a good title to the property, arranging for local settlement in the Sutherland Shire and final search for this property only. To discussing and arranging your mortgage, if any, and to attending to all necessary faxing and photocopying requirements for your lending authority / mortgage broker as may be required for you to obtain finance for your purchase. Our office clock does not tick over like many other legal offices and our attendances on you are not counted, however, we do ask you to respect our time and courtesy to you.

2. ***COSTS (Purchase price under \$2 million) - House or Unit***

My costs will be at the agreed sum of (\$1,700.00) This is \$1,700.00 plus \$170.00 GST for the above work.

Signing on a Cooling off period with agent:

Where YOU - the purchaser signs the contract on a five day cooling off period and then does NOT proceed there is a fee of \$330.00 FOR THE NOTICE OF RESCISSION. Your decision NOT to proceed may be based on lack of finance or a quality report that discloses issues to the property. You MUST arrange your loan approval and produce an unconditional loan approval in writing prior to the expiration of the 5 business day cooling off period.

REVIEW OF CONTRACT TO PURCHASE IS FREE (FOR THE FIRST REVIEW ONLY) AND EMAIL REPORT

Not included in the above figure are the following **optional** expenses, (estimated if applicable.)

Torrens Title- Houses

- (i) Pest and Building Reports – you will be given options but you must pay for the reports direct. Our office cannot pay for them on your behalf payment can be made direct with the supplier by credit card.
- (ii) Survey Report & Building Certificate Council – We recommend you obtain these documents. If however, you do NOT wish to order these reports we ask you to consider Title Insurance.
- (iii) If you are purchasing a house with a Swimming Pool – Certificate of Compliance Certificate is required to Sutherland Shire Council – approximate cost \$250.00 as from 29th April 2016 – you MUST advise this office if the property has a pool.
- (iv) ****Title Insurance - price based on value of home).....This is necessary if there is no survey & building certificate available from vendor in the Contract for Sale or ordered by you the purchaser direct)**

Government Fees & Charges

- (i) Stamp Duty on Contract and Transfer (\$ - to be advised) If you are a First Home Purchaser then you may be exempt * contact our office for further information.
- (ii) Stamp Duty Exemption forms for First Home Purchasers prepared and witnessed – no fee. Internal stamping of Contract and Mortgage documents – no fee.

- (iii) Government - Registration fees charged by the Land Titles Office Transfer & Notice of Sale). All other dealings (mortgages and caveats) Additional Land Title Fees depending on the price of the property – for further information please go to the website: www.lpi.nsw.gov.au
- (iv) Permissive Occupancy – There will be additional fees if you are purchasing a property over \$1.5 million. If the property is a waterfront then we must make additional enquiries on your behalf. An account search for a waterfront is an additional fee to be advised
- (v) Permissive Occupancy Transfer of License – Our additional fee advised to you at time of purchase.
- (vi) Rural Property – additional searching additional enquiries required – at cost price.

Strata Title – Units and apartments

- (i) Strata Inspection Report - Optional
- (ii) Certificate of Currency of Strata Insurance
- (iii) Section 109 Certificate – this is payable to the vendor on settlement.

Dual Security /Guarantor security (if applicable)– Bank mortgage requirements to cover your Loan This sum of \$440.00 includes arrangements to discharge existing Bank mortgage and payout debt. Please contact our office to confirm this additional work Your mortgage broker/banker may assist you with this direct. Please notify our office if we are NOT required to attend.

Settlement

If the vendor or your mortgagee requires settlement to occur outside of the Sutherland Shire area - settlement agents fees may apply;

- Sydney settlement fee \$ (at cost advised) at settlement Law Agents Sydney.
- No fee payable if stamp duty paid prior to settlement (internal stamping available at our office - Free)
- Hard file storage no fee – we must store your file for 6 years **FREE**
- Your whole file can be retained by you on a USB/disk system - **FREE**
- Courier fees – at cost
- Certifying of documents (Justice of the Peace)– FREE - No fee applicable.
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****Title Insurance – brochure attached**

This is a new *Value added Service*. This insurance reduces the number of searches and enquiries required for a purchase. A Title Insurance policy costs (depending on the purchase price of the property for a fee schedule please contact this office). Title Insurance protection against the risks arising from BLACK V GARNOCK. In this recent case a decision had significant implications for purchasers. Further information can be sent to you via email.

- Dramatically reduces settlement time so that you can move into your new house sooner
- One off payment which covers you for as long as you own the property
- Title Insurance provides you with no-fault protection against risks in the conveyancing process
- Title Insurance is your one stop solution to many conveyancing problems
- Contact our office for full details.
- Registration gap period is included in this policy *

IMPORTANT - We/I hereby acknowledge the advice from the Shire Conveyancer that it is **IMPORTANT** that I/we take out Title Insurance, if I/we elect not to obtain a Survey Report or Building Certificate or Government enquiries other than Council rates, Water rates and Land Tax.

I/We hereby elect to take out Title Insurance

I/We hereby elect **NOT** to take out Title Insurance
We understand the risks associated with NOT taking out Title Insurance.

(Please mark /TICK CROSS)

3. PAYMENT

By execution of the duplicate copy of the Agreement (Please return the WHOLE AGREEMENT) which is to be returned to this office) this will signify your acceptance of this offer to commence the conveyancing work set out above on your behalf. A tax invoice will be prepared and submitted to you on or prior to the completion of this matter, and you will be asked to pay on completion. Settlement may be delayed if outstanding account costs are not cleared prior to or allowance made at settlement. If you do NOT proceed an invoice will be sent to you for our fees as indicated above.

Payment of the Pest, Building, Strata, Survey Reports and Title Insurance will be paid by you upon settlement DIRECT to the supplier, unless other arrangements have been made..

4. DISCLOSURE

Under the Act, I must submit a formal tax invoice to you. I am prevented from taking recovery action against you for payment of my tax invoice until thirty (30) days have elapsed from the date my tax invoice is submitted to you.

Statement required by CLA 2003, S36 (2) (d)

The client, in accordance with Part 4 of the Conveyancing Licensing Act 2003, may notify the Consumer, Trader and Tenancy Tribunal of any dispute in regard to Conveyancer's fees.

5. INTEREST

If my formal tax invoice is unpaid for a period of thirty (30) days from submission to you, you will be liable to pay interest on the balance owing at the rate of 10% per annum or as specified in the Act.

6. TERMINATION

This agreement may be terminated by you in writing at any time. If my services are terminated by you, then you agree to pay my costs and disbursements incurred up to the termination date.

7. DOCUMENTATION

You may leave your papers, documents and files in my possession on completion of this matter, but for no more than seven (7) years from the date of completion (except papers or documents held by us on your behalf in safe custody). By your execution of this Agreement, you acknowledge that your file will be destroyed after the aforementioned seven (7) years have elapsed. Please note that I am entitled to retain your papers, files and/or documents until such time as my tax invoice have been paid in full by you.

8. NOTICE TO COMPLETE

If we issue a Notice to Complete on your behalf to the vendor than a further fee will be notified for this additional work.

This FEE includes re arrangement of settlement (ONCE ONLY) including dealing with all parties and renegotiations.

ADDITIONAL WORK – Where additional work is required outside the ambit of a normal standard conveyancing transaction, which additional work is unable to be absorbed in our fee schedule, the sum of additional fees may be incurred and where possible, these will be advised to you during the course of the transaction.

9. REPORTS

I/We note that The Shire Conveyancer may have ordered a Strata Inspection Report / Pest Report / Building Report/ Survey Report and I/we note their advice that it is our responsibility to read over the report(s) and to contact the inspector(s) who conducted the report(s) if there is anything that worries me/us. The final decision on whether or not to proceed with the above purchase is to be made solely by me/us. The Shire Conveyancer will make no comment on any reports.

**PLEASE NOTE OUR PREFERRED METHOD OF COMMUNICATION IS EMAIL.
UNLESS OTHERWISE NOTIFIED ALL COMMUNICATION WILL BE VIA EMAIL IF PROVIDED.**

.....
Allison Clark
The Shire Conveyancer

I/We _____
accept the terms as set out in this agreement and confirm correspondence will be via EMAIL –
please advise if this is NOT acceptable to you urgently

Fees \$1700+ GST.

.....
Print name and sign

.....
Print name and sign

Please initial each page of the agreement and return the whole agreement to our office prior to us commencing legal work on your behalf.

[We cannot start Caring for YOU without this written Conveyancing Agreement and YOUR 100 Point ID Identification being provided to our Office. VOI. \\$39.00](#)

TENANCY

You will be asked to decide whether you wish to buy as Joint tenants or Tenants in Common – further explanation available from our office. You may wish to consult your Accountant if you are purchasing an investment property.

BUYING STRUCTURE – IDENTITY OF PURCHASER ON TITLE

Please seek the advice from your Accountant or Financial Advisor in relation to the proper Structure PRIOR to entering into a Contract to purchase. You should also check out your tax situation and if you are an Investor whether or NOT you will pay Land Tax/Capital Gains Tax or any other taxes on this property portfolio.

IDENTIFICATION 100 Points. Verification of Identity.

[You will be asked to provide an Original - Driver's Licence/Medicare card and Passport to identify you and also to ensure that the Title is prepared in the correct names – THE OFFICE OF STATE REVENUE has penalties.](#)

STORAGE OF TITLE

If you are NOT borrowing any money to purchase and you are buying for cash our office will retain the Title deed in our safe custody department. There is NO fee for this service

TITLE WITH MORTGAGE

Your Bank will retain the Title Deed in their safe custody from settlement. The Bank will release the Title Deed as soon as the mortgage is paid.

RATES ADJUSTMENTS

At settlement, our fee includes all necessary adjustment of council/water/strata rates. You should allow yourself up to \$500.00 to cover these. We work the rates out on a daily basis and pay your share at settlement.

INSURANCE

If you are purchasing a House you should allow yourself extra \$ to cover building insurance and contents. If you are borrowing from a Bank they will require PROOF of payment prior to release of mortgage funds.

WILLS

Our office encourages you to consider having your Will prepared at the time of purchase. As a value added service to our Platinum clients we offer FREE Do it Yourself Kits.

OUR GUARANTEE TO YOU THE PURCHASER

If you are NOT 100% happy with our services and you notify us within 5 days of the date of this document then there will be NO professional fees payable to this firm.

THANK YOU

If you were referred to this office by an individual please let us know so that we may thank them personally.

STATEMENT BY PURCHASER/S

_____ hereby

acknowledge the advice from the Shire Conveyancer that it is of the utmost importance that I/we consideration obtaining the following quality reports:-

- Pest Report
- Building Report
- Survey Report
- Strata Report
- Building Certificate
- Title Insurance
- Have unconditional finance in place

However, I/we hereby confirm that I/we have instructed our Licensed Conveyancer **NOT** to obtain QUALITY REPORT (list from above), and I/we therefore indemnify our Licensed Conveyancer, The Shire Conveyancer against any claims whatsoever both now and in the future should any problems arise in these areas.

Dated this _____ day of _____

Purchaser to sign PRINT NAME

Purchaser to sign PRINT NAME