

SALE INSTRUCTION FORM

Before we can begin preparing the Contract of Sale and Section 32 Statement for the sale of your property, we will require you to complete this form and return it to us.

Please complete this form by:

1. Ticking “**Yes**”, “**No**” or “**N/A**” as applicable and entering information where requested.
2. If you do not know the answer to a question, inserting the words “**Not Known**” next to the relevant question.
3. Signing this form where indicated and returning it, together with any requested documents, to our office as soon as possible.

Please note that your Personal Information (as that term is defined in the Privacy Act 1988 (Cth)) is being collected, used and disclosed in accordance with our Privacy Policy located at <https://mdlaw.com.au/privacy-statement/>. Prior to submitting any Personal Information to us, you consent to us collecting, using and disclosing such Personal Information in accordance with that policy. Please note that some of the information we collect will be disclosed to the relevant Commonwealth and State Government Agencies, such as the Australian Tax Office, the Land Titles Office and the State Revenue Office, **as well as other parties who may have an interest in the property**, in order for your conveyance to be properly administered by us and the consequential change of ownership to be registered on title. Please make sure you consider the privacy policies of such government agencies if you are concerned about the way in which those organisations will collect, use and disclose such information.

Question	Answer / Comments
What is the address of the property?	
Does the property consist of more than one title?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is the original paper certificate of title (pCT) for the property in the possession of someone other than a registered mortgagee? <i>Note: The original paper certificate of title may have been converted to an electronic certificate of title (eCT) and destroyed or invalidated if the property was sold to you in 2016 or later.</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please arrange for the original paper certificate of title to be delivered to our office as soon as possible as it is required for settlement.
Is the registered proprietor of the property (or are any of the registered proprietors if more than one) an individual?	Yes <input type="checkbox"/> No <input type="checkbox"/> Please proceed to next question If yes, then please provide the following details for each individual: REGISTERED PROPRIETOR 1 Full name: Date of birth: Mobile No: Email address: Residency status (e.g. AU resident, foreign resident): Tax File Number:



	<p>REGISTERED PROPRIETOR 2</p> <p>Full name: Date of birth: Mobile No: Email address: Residency status (e.g. AU resident, foreign resident): Tax File Number:</p>
<p>Is the property owned by a trust?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> Please proceed to next question</p> <p>If yes, please provide the following details of the trust and a copy of the signed trust deed (and any variations thereto).</p> <p>TRUST</p> <p>Name of Trust: Name of Trustee: ABN of Trust: Tax File Number of Trust:</p>
<p>Is the registered proprietor of the property a company?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, then please provide the following details for each individual:</p> <p>COMPANY DETAILS</p> <p>Full name of Company: ACN/ABN of Company: Was the company incorporated in Australia: Yes <input type="checkbox"/> No <input type="checkbox"/> Tax File Number of Company:</p> <p><u>DIRECTORS DETAILS</u></p> <p>DIRECTOR 1</p> <p>Full name: Date of birth: Mobile No: Email address: Residency status (e.g. AU resident, foreign resident):</p> <p>DIRECTOR/SECRETARY</p> <p>Full name: Date of birth: Mobile No:</p>



	Email address: Residency status (e.g. AU resident, foreign resident):
Has your residency status changed since your last tax return or will it change before you sell the property?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you lodged a tax return for the last two years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Are you holding the property on behalf of a foreign resident or on behalf of other entities that include a foreign resident?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Are any goods located on the property being sold with the land? <i>Note: Goods, also known as chattels, are not fixed to the land. Goods include window furnishings, floor coverings, light fittings, dishwasher, clothes line and plant and equipment.</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, then please provide the details of the goods being sold below:
Are you in occupation of the land?	Yes <input type="checkbox"/> No <input type="checkbox"/>
What is the current use of the land? <i>For example, dwelling or shop.</i>	
How old is any building on the land?	
Does a third party have a security interest in the goods being sold with the land for the purposes of the Personal Property Securities Act (Cth)?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, then please provide the details of the affected goods and the security interest below:
Are any car spaces, storage lots or other similar rights of access/occupation intended to be sold/assigned as part of the sale of the property?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, then please provide the details of the car spaces, storage lots or other similar rights below:
Is the land being sold (or any part of it) leased to a third party?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, then please provide the following: ➤ a copy of the lease; ➤ a copy of any lease assignment/variation document; ➤ a copy of the last disclosure statement given to any retail tenant; ➤ details of any current or potential dispute with a current tenant.



<p>Are there any current or potential fencing or boundary disputes between you and an adjoining property owner?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, then please provide details of the fencing or boundary dispute below:</p>
<p>Are there any encroachments that affect the land?</p> <p><i>Note:</i> An encroachment includes a structure or retaining wall that is partly built on your land by an adjoining property owner, or vice versa.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, then please provide details of the encroachments below:</p>
<p>Are you aware of any breach of any planning and/or building permit(s) issued for the land? If yes, please provide particulars.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Is there a substation or a telecommunications facility (or similar) located on the land?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, then please provide details of the substation or telecommunications facility (or similar) below:</p>
<p>If water tanks have been installed on the land, are they included in the sale?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>
<p>Does the property have a pool or a spa?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, please advise us in writing if you don't have a Compliance Certificate from a building inspector.</p> <p>For further information, please see: https://www.vba.vic.gov.au/consumers/swimming-pools</p>
<p>Is there access to the property by road?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Is the land is in a designated bushfire prone area?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Have you received or have knowledge of any demand, notice, order, requirement, proposal, declaration or recommendation of a public authority or government department <u>directly and currently</u> affecting the land?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, please provide details below:</p>



<p><u>Note</u> Examples of such a demand, notice, order, requirement, proposal, declaration or recommendation of a public authority or government department include:</p> <ul style="list-style-type: none"> ➤ A planning permit relating to land being sold or the land adjoining or in the vicinity of the land being sold (including any amendment thereto) that directly and currently affects the land; ➤ An order made by VCAT in relation to the land; ➤ An order or notice issued by Council in relation to the condition or use of the land or any improvements on the land; ➤ A notice from the Environmental Protection Authority relating to contamination issues; ➤ Nomination of the land for consideration under the Heritage Act 1995; ➤ Inclusion of the land in the register for Aboriginal heritage sites under the Aboriginal Heritage Act 2006; ➤ A notice relating to termite infestation; ➤ A street construction charge; 	
<p>Have you received or have knowledge of any notice, property management plan, report or order in respect of the land issued by a government department or public authority in relation to <u>livestock disease or contamination by agricultural chemicals</u> affecting the ongoing use of the land for agricultural purposes?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, please provide details below:</p>
<p>Have you received or have knowledge of any notice of intention to acquire served under section 6 of the Land Acquisition and Compensation Act 1986?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, please provide details below:</p>
<p>Are you aware of any easement, covenant or other similar restriction affecting the land sold (whether registered or unregistered on title)? If so, are you aware of any failure to comply with that easement, covenant or other similar restriction?</p> <p><u>Note:</u> Unregistered easements may include a water, sewerage or drainage pipe that runs across part of the land or a combined drain.</p> <p>A failure to comply may include a structure being built over a sewer pipe or some other easement without consent from a relevant authority.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, please provide details below:</p>
	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>



<p>Is the property affected by an owners corporation (body corporate)?</p>	<p>If yes:</p> <ul style="list-style-type: none"> ➤ Please provide the contact details of the manager (if any) of the owners corporation ➤ Please provide a copy of a certificate of currency in respect of insurance required to be taken out by the owners corporation under the Owners Corporations Act 2006
<p>If the property is affected by an owners corporation (body corporate), is the owners corporation “inactive”?</p> <p><u>Note</u> An owners corporation is inactive if it has not done any of the following in the previous 15 months:</p> <ul style="list-style-type: none"> (a) had an annual general meeting; (b) fixed any fees; (c) held any insurance. 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>
<p>Have you entered into or are you aware of any agreement with the local council to fund the works required to rectify flammable cladding on any building(s) on the land?</p> <p>See part 8B of the Local Government Act 1989 (Vic)</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Is the land affected by a Growth Area Infrastructure Contribution?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Have you considered the Capital Gains Tax (CGT) consequences of the sale of the land?</p> <p><i>If not, you may need to discuss this matter with your accountant.</i></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Have you considered the GST treatment of the sale of the land?</p> <p><i>For example is the price ‘plus GST’, ‘GST inclusive’ and does the margin scheme apply or is the sale a going concern or the sale of a farm?</i></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Does the land being sold form part of a second or a subsequent stage on a plan of subdivision?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p> <p>If yes, please provide the following:</p> <ul style="list-style-type: none"> (a) The plan of subdivision for the first stage; (b) details of any requirements in a statement of compliance for the stage in which the land is included that have not been complied with; (c) details of any proposals relating to subsequent stages; and (d) details of the planning permit authorizing the staged subdivision.
<p>Please select the services listed to the right of this box which are “<u>not</u> connected” to the land:</p>	<p>Electricity</p>



<p><u>Note:</u> <i>'Not connected' means the services are not operational within the property. Generally speaking, the services need to be operational within the property and can be used on the date the purchaser signs the contract in order to be considered "connected". It is not enough that electricity comes to the meter box or that gas comes to the gas meter.</i></p>	<p>Gas</p> <p>Water</p> <p>Sewerage</p> <p>Telephone/communications</p> <p>(Select the services above that are <u>not</u> connected)</p> <p>If water and sewerage are not connected, please advise if water/septic tanks are in use?</p>
<p>Have safety switches and smoke alarms been installed in the property?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Have solar panels been installed on the property?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Are you an "owner-builder" that has "constructed" or carried out owner-builder works on the land?</p> <p><u>Note:</u> <i>Generally speaking, it is an offense for an "owner builder" to "construct" a building on a property and enter into a contract to sell it (within a prescribed period) without first having obtained and provided to the purchaser a condition report and/or building warranty insurance. A contract of sale that is entered into in contravention of this is voidable by the purchaser at any time prior to settlement.</i></p> <p><u>Who is an owner builder?</u> <i>The key to determining who is an owner builder is the building permit. If the owner is listed on the building permit as both the 'owner' and the 'builder', then he or she is an owner builder. If no building permit was issued (whether it was required to be or not), then the owner will automatically be considered an owner builder.</i></p> <p><i>A registered building practitioner who owns the property on which they have 'constructed a building' where that building is a home i.e. domestic property only, not commercial property, may also be an owner builder. Registered building practitioners in this instance are often referred to as 'builder owners'.</i></p> <p><u>What does 'construct' mean?</u> <i>'Construct' includes not only the owner builder personally building, altering or extending a building, but also the domestic owner builder causing managing or arranging for another person (other than a registered builder who accepts responsibility for the work by being nominated on the building permit as the builder) to do so. It includes new houses and alterations and additions to existing buildings or structures. For example: adding a veranda, pergola, deck or garage; enclosing a veranda, renovating a</i></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, please provide details of the works carried out and the approximate cost of those works below:</p>



<p><i>bathroom or kitchen may all be considered an 'alteration to the building'.</i></p>	
<p>Does the vendor hold insurance for the property? If so, please provide us with a copy of the Certificate of Currency.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>If there is a mortgage or charge over the property, then please provide the name, telephone number and email address of a representative of each mortgagee/chargee so we can liaise with them on your behalf in preparation for settlement.</p> <p><u>Note</u> <i>For example, if the mortgagee is a Bank or similar financial institution, then please provide the details of your relationship manager at that Bank or financial institution (if any).</i></p>	<p>Insert contact details below:</p>
<p>If the deposit payable by the purchaser is paid into our trust account (instead of your estate agent's trust account), do you wish for us to invest that deposit in an interest bearing account (also known as a controlled monies account)?</p> <p><u>Note</u> <i>The investment of the deposit may involve Bank fees (including early termination fees) and Bank imposed minimum holding periods before the deposit can be released. It may, therefore, not be appropriate for us to invest the deposit, especially for short settlement periods.</i></p> <p><i>If the deposit is paid into your estate agent's trust account and you wish for the deposit to be transferred into our trust account so it can be invested by us, you will need instruct your agent accordingly. Your agent may not agree to do so.</i></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If no, the deposit (if held by us) will be kept in our trust account and will not accrue any interest.</p> <p>If yes, we will send you further information about the investment options available to you and our additional costs for setting up and managing the controlled monies account.</p>
<p>Are there any material facts about the property that need to be disclosed?</p> <p><u>Note</u> <i>Please advise us in writing if you require our advice in relation to "material facts".</i></p> <p>See below further information in relation to "material facts".</p>	
<p>Are there any specific special conditions you would like us to include in the contract of sale? We will, in any event, include a number of special conditions in the contract which we often include for a sale of this type to protect the vendor's interests, for your consideration.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, please provide the details of your proposed special condition(s) below:</p>

Have you appointed a selling agent?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details below:
Is the property being sold by auction?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, what is the proposed date of the auction?
Is there anything else you want to tell us about your property that you think may affect the sale?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide your comments below:
What is your preferred postal address for before and after settlement?	Before settlement: After settlement (if different to the above):
Signature of the vendor, or a director of the Vendor if it is a company, completing this form <i>Note</i> <i>You should review and consider the "General Information on Section 32 Statements" section of this Sales Instruction Form further below.</i>	----- Signature ----- Name (please print) ----- Date

GENERAL INFORMATION ON SECTION 32 STATEMENTS

- Under section 32 of the Sale of Land Act 1962 (Vic) (SLA), a vendor of land must give to the purchaser before the contract is signed a statement signed by the vendor that includes certain prescribed information about the land sold. This is known as a “Vendor’s Statement” or a “Section 32” Statement.
- Where a vendor supplies false information to the purchaser in the Section 32 Statement, fails to supply all the information required to be supplied or fails to provide the Section 32 Statement to the purchaser prior to the contract being signed, the purchaser may seek to terminate the contract at any time before settlement or before the purchaser becomes entitled to possession or to the receipt of rents and profits. A purchaser may also have remedies against the vendor under the Australian Consumer Law.
- The purchaser cannot terminate the contract if the Court is satisfied that the vendor has acted honestly and reasonably and ought fairly to be excused for the contravention and that the purchaser is substantially in as good a position as if all the relevant provisions of section 32 of the SLA had been complied with.
- The Section 32 Statement is required to comply with section 32 of the SLA at the time the contract is entered into, not just at the time it is prepared. It is therefore important that you review the Section 32 Statement just prior to the signing of a contract by a purchaser to ensure it is current and accurate at that time. If it is not, or if you are unsure, you should advise us in writing and/or instruct us in writing to update it prior to signing.
- The Section 32 Statement we prepare on your behalf for the sale of your property will be based on your answers and comments in this Sale Instruction Form, which we will assume are correct. If any of your answers are incorrect, the purchaser may seek to terminate the contract at any time before settlement or before the purchaser becomes entitled to possession or to the receipt of rents and profits.

GENERAL INFORMATION REGARDING MATERIAL FACTS

The below information has been provided by Consumer Affairs Victoria

What is a material fact?

A material fact is a fact that would be important to a potential purchaser in deciding whether or not to buy any land. In the context of a proposed sale of land, a material fact is one that influences a purchaser in deciding whether or not to buy any land at all, or to buy land only at a certain price.

A fact is not inuendo, gossip or mere speculation. However, an opinion may be a “material fact”, if it is an expert opinion that is honestly held on reasonable grounds, and the vendor or agent have knowledge of that expert opinion.

Failure to disclose a fact alone is not sufficient to establish an offence under s12(d). The fact must be material. A fact can be ‘material’ in two ways:

1. Generally: a fact that an average, reasonably informed purchaser with a fair-minded understanding of the property market, including the role of an estate agent, would generally regard as material in their decision to buy land (examples are provided below).
2. Specifically: if a fact about land is known by the vendor (or the vendor’s agent, including an estate agent) to be important to a specific purchaser, it can be material, even if other agents and consumers would not generally consider that fact to be important or of significance to them. This knowledge could arise if (for example) a particular purchaser:
 - a) asks a specific question about the land of the vendor or the vendor’s agent (including their estate agent), and/or
 - b) where a purchaser informs the vendor/agent of their intended use of the land.

Further indications which would be relevant to determining whether something is a material fact include:

- whether the fact is only known by the vendor
- the reaction of other potential purchasers to the fact, including whether knowledge of the fact may impact a potential purchaser’s willingness to buy land, and
- whether the fact results in the property being in a rare or unusual category or position.

Vendors or agents who have knowledge of material facts cannot rely on purchasers becoming aware of them through making ‘usual inquiries’ or following the Due Diligence Checklist to avoid disclosure. General examples of material facts about land which are known to the vendor or agent but which may not be obvious to a potential purchaser include (but are not limited to) circumstances where:

- prior tests or investigations have revealed (or the vendor or agent otherwise knows of) a defect in the structure of the building, a termite infestation, combustible cladding, asbestos (including loose-fill asbestos insulation) or contamination through prior uses of the land;
- the underlying cause of an obvious physical defect is not readily apparent upon inspection (for example, whilst a large uncovered crack in a wall would be obvious to a purchaser upon inspection, the underlying reason for the crack, such as defective stumping, may not);
- there has been a significant event at the property, including a flood, or a bushfire;
- there is a history of pesticide use in the event the property had been used for horticulture or other agricultural purposes;
- there are restrictions on vehicular access to a property that are not obvious during a property inspection (such as truck curfews or where access is via an easement that is not apparent on the Certificate of Title or plans);
- facts about the neighbourhood surrounding the property which may not be immediately apparent upon inspection (such as sinkholes, surface subsidence, development proposals) that would likely affect the use and enjoyment of the property to a greater extent than the usual disturbances and inconveniences of occupying land of the kind and in the local area of the land being sold;
- building work or other work done without a required building permit, planning permit or that is otherwise illegal;
- the property during the current or previous occupation 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 of the land, such as:
 - extreme violence such as a homicide
 - use for the manufacture of substances such as methylamphetamine, or
 - a defence or fire brigade training site involving the use of hazardous materials.

There is a community expectation that homicides that have occurred at a property be disclosed to potential purchasers. Other known acts of extreme violence should be disclosed if a potential purchaser makes a specific enquiry. While these circumstances may not be a physical barrier to the use of the property, they may materially affect a purchaser's decision to buy the land.

Defects and damage arising from prior significant events of the kind specified above, and contamination from prior uses of the land will not be considered material if they have been fully remediated, and no further repairs or other works (including ongoing work) will need to be carried out in the future. However, if a potential purchaser asks a specific question relating to defects and damage arising from prior significant events, or from contamination arising from prior uses of the land, those questions must still be answered by the vendor fully and frankly and to the best of the vendor's knowledge.

Positive enhancements or improvements made to a property such as renovations are likely to be disclosed in the course of marketing land for sale. Positive information about land for sale, if withheld, is not of its nature the kind of information which is likely to "induce" a sale.