

Sale Information Sheet

Steps involved in Selling your property

(Refer to the flow chart for easy reference)



Tel: 9689 1769

1. Marketing your Property

Before allowing a real estate agent to place your property on the market, we must prepare a Contract for the Sale of Land which must include terms and conditions, title searches, a sewerage diagram and a council issued section 149 certificate.

If your property is leased and will be sold subject to the existing tenancy, then a copy of the lease is required.

If your property is less than 6 years old, then the Home Owners Warranty Certificate is required.

Other information and documentation such as a survey report and a council issued building certificate and or occupation certificate are also useful but optional. We will provide you with a questionnaire to assist us with gaining information about your property.

2. Exchange of Contracts – Cooling off period or Unconditional Exchange

It is important to remember that neither you nor a purchaser are committed to a transaction until contracts have been formally exchanged. There are two ways to exchange a contract, either under a cooling off period or an unconditional exchange, where the purchaser's solicitor provides a Section 66W certificate to us.

(i) Cooling Off Period

Once the purchase price has been negotiated, your agent can arrange for the purchaser to pay a 0.25% deposit and then exchange contracts, giving the benefit of (usually) a 5 business day cooling off period to the purchaser. The cooling off period can be lengthened, commonly to 10 business days if you agree to it. The purchaser can rescind the contract **before** the cooling off period expires, however will forfeit the 0.25% deposit to you. You do not have a reciprocal right to rescind. Accordingly we advise you do not sign the contract until you have consulted with us.

(ii) Unconditional Exchange (S.66W Certificate)

In this case, after a sale price has been negotiated, your agent will issue both our office and the purchaser's solicitor with a sales advice, containing all the details of the sale. Upon receipt, we will send a contract to the purchaser's solicitor.

At this time we shall seek instruction from you regarding any negotiations to the contract required by the purchaser. Thereafter, whilst awaiting a signed contract, together with a S.66W Certificate and the 10% deposit to arrive from the purchaser's solicitor, we will contact you to arrange an appointment for you to attend our office to sign the contract. Upon receipt of the counterpart contract, we will exchange contracts, making it legally binding on both you and the purchaser.

3. Post-Exchange Matters

We now attend to any enquiries and or requisitions from the Purchaser and contact your lender to arrange for the discharge of mortgage – you may be asked to sign an authority that we will forward to you if necessary. You will also be required to sign a transfer in due course which will be submitted to us by the purchaser's solicitor.

If required by the contract, any tenants may be given notice to vacate the property at this time so that vacant possession is provided upon settlement.

4. Pre-Settlement Matters

We will contact your mortgagee to confirm settlement arrangements and obtain a payout figure. We will also contact you prior to settlement to confirm the settlement arrangements of your sale and will advise you of the final settlement figures – you will advise us how you would like the balance of your funds drawn at settlement.

Your agent will most likely contact you to allow access to the purchaser to conduct a final inspection of your property. This is normally done the morning of settlement, to confirm that the property is clean and in the same state of condition and repair as at the date of exchange of contracts and that everything included in the sale is still present. You will arrange how and when the agent will collect the keys.

5. Settlement

Usually 6 weeks after exchange, our office attends settlement on your behalf. You are not required to attend settlement. We will contact you once settlement has been effected. We will also send you a final settlement letter outlining all the details of your sale for your records following settlement.

6. Following Settlement

The purchaser's solicitor will advise council, the water authority and the strata managing agent (if applicable) of the new ownership details. It is your (or your tenants) responsibility to arrange disconnection of services, such as gas, water, electricity and telephone and redirection of mail. Only after settlement do you cancel your insurance.

The following day after settlement we will send an Order on the Agent, to your agent, requesting release of the deposit monies to you after deduction of their agreed commission and expenses.

Should you have any questions following settlement, you may contact our office as we are more than happy to assist.

Auctions

Selling under auction conditions is totally different to selling by negotiation. Knowing that once the hammer falls you are legally locked in is important to remember, but there is much more you should know.

Visit the site below for more information on selling under auction conditions.

http://www.fairtrading.nsw.gov.au/Tenants_and_home_owners/Buying_property/Buying_at_an_auction.html