

## **A GUIDE TO YOUR REAL ESTATE SALE**

The following information is provided to help your sale proceed with maximum efficiency and by the due date for settlement. Please read it carefully since it may answer many questions that you might have concerning your transaction. While every effort has been made for the guide to be as comprehensive as possible, we strongly recommend that you contact us, should you have any specific questions concerning matters not covered by the guide or any other matters relating to your particular transaction.

### **Your Rights**

***You have a right to have your Conveyancer act in your best interest at all times. These rights are detailed in the Appointment to Act (Form 1) document and, where applicable, the Disclosure of Interest document (Form 2).***

### **Your Obligations**

***You have an obligation to bring to your Conveyancer's attention any matters that you think may affect your interests in the transaction. This is especially important where the Conveyancer prepares financial information on your behalf, which you think is incorrect, or where you intend to vary the settlement date or give early possession of the property.***

### **General**

- It is important that you attend to any requests for signing of documents as early as possible and return them quickly, particularly when the time frame for settlement is short or the mail is likely to take longer than the standard one business day.
- Take prompt action in attending to any special conditions on the Offer and Acceptance contract, which have either been stipulated or you may need to satisfy.
- If you plan to be away during the period leading up to settlement, please contact us to make sure any necessary documents have been signed and let us have alternate contact details. For example the Transfer of Land cannot be faxed or e-mailed but many other authorities do not need original signatures.

### **Discharge of Mortgage**

If there is a Mortgage currently registered on the property, then you should contact your bank or financial institution as soon as possible and take whatever action is necessary to make sure that they are ready with documents to discharge the mortgage by the settlement date. In most cases, you will be required to sign an "Authority to Discharge" form for your bank or financial institution and you should therefore attend to this without delay. In cases where you are only "partially" paying out the debt, the discharge process may take even longer, especially if a valuation is required on the remaining security property/ies.

### **Special Conditions**

If there are any special conditions on the Offer and Acceptance contract which you as the Seller are required to satisfy, please arrange to take whatever steps necessary to make sure that they are satisfied by the date required in the contract.

## **Documentation**

We will forward the Transfer of Land document to you for signing once it has been signed by the Buyer. Please ensure that the document is signed and witnessed as instructed and returned to us promptly to avoid any delays with settlement. This is particularly important if the time frame for settlement is short or the mail is likely to take longer than the standard one business day.

## **Certificate of Title**

If the property is currently mortgaged, your bank or financial institution will hold the duplicate Certificate of Title (if one is in existence). If YOU hold the Certificate of Title yourself, we will require you to forward or deliver the Title to our office prior to settlement. Please note that if you are posting the Title, ensure that it is sent by Registered Mail only for security reasons. Once received, we will issue you with a receipt for the Title and this will be held by us and handed to the Buyer's representative at settlement, in exchange for the correct balance of purchase price.

## **Settlement Statement**

We will provide you with an initial settlement statement that will show the amounts payable by you in respect to the real estate agent's selling fee and advertising costs (if applicable), settlement fees and other disbursements. The statement will either apportion the current year's rates and taxes or include an amount to be held in trust pending receipt of the relevant details. After settlement, we will provide you with a final statement setting out the full disbursement of the sale proceeds including any adjustment of rates and taxes.

## **Rates & Taxes**

If you receive any account for payment of water rates, local government shire rates, land tax or strata levies (if applicable) during the period leading up to settlement, please forward the accounts to us so that we can apportion them and ensure that payment is made following settlement. If the due date for payment is a date prior to settlement, you may wish to call this office to discuss the situation with interest payable on the account for later payment. If you receive any accounts for any rates and taxes soon after the settlement date, please contact us before making payment, as the payment may already have been made at settlement. If the property has a water meter, an amount of funds will normally be held back from the sale proceeds to cover any final water usage to settlement date.

## **Home Indemnity Insurance**

If a building license was issued since 1 February 1997 for a dwelling or improvements to the value or \$12,000.00 or over, the Builder must take out home indemnity insurance in the name of the home owner. This amount has increased to \$20,000 since 1 July 2007. If this situation applies to you, please let us have a copy of the insurance policy or details of the policy so that we can show to the Buyer that the insurance is in place. Home Indemnity Insurance is also required to be taken out by an OWNER BUILDER if they wish to sell the property within 7 years of issue of the building license and this must be taken out prior to signing of a Contract for the sale of the property. Owner Builders must also receive Ministerial approval if they sell within 3 years of building.

## **Moving Out**

After settlement, please make sure that any keys, remote control devices etc are handed to the real estate agent so that the Buyer can collect them. If the property is your usual place of residence, you are entitled to stay in possession (ie, occupy the property) until 12.00 noon the day following settlement. If the property is sold with "vacant possession" to the Buyer and there are person/s other than yourself occupying the property, please ensure that they are aware of the time and date of settlement as they will need to have fully vacated the property by that time.

Please provide us with your forwarding address in the event that we need to contact you following settlement.

## **Things you should do**

- We can not make arrangements to discontinue power, gas or telephone services to the property and you should therefore make your own arrangements in that regard. Please try and call these service providers approx one week prior to settlement to ensure that they have sufficient time to arrange final meter readings on the date you require them. We will notify the local council and the Water Corporation of the change of ownership and will arrange for the water meter to be read as close as possible to settlement date.
- The property continues to be at your risk, as far as insurance is concerned, until the date of settlement or the date of possession (ie, the date on which the Buyer takes the keys and commences occupation of the property), whichever is the earlier date. We can not make arrangements to transfer or cancel any insurance policies either or building or contents and you should contact your insurer to make necessary arrangements. If you pay a proportion of an insurance premium on a strata titled property which is not included in a regular strata levy contribution, could you please forward details of the insurance and the amount paid by you to us so that we may attend to any necessary adjustment of the premium between you and the Buyer.
- Remember to notify anyone with whom you are in regular contact, of your new address and contact details.
- It is advisable to make arrangements with Australia Post for re-direction of your mail, if your address is changing after settlement.
- You may wish to obtain quotes and book a removalist prior to the settlement date. Make sure that you are regularly in touch with us so that we can inform you if there is likely to be any delay in settlement.

## **Title Insurance**

Title Insurance is a new specialised type of property insurance available to buyers and home owners. It protects your ownership and use of the property by guarding against certain risks that may cause loss or affect ownership. For example, loss caused due to forced removal by Council of a structure illegally built by a previous owner, loss of land due to survey errors, zoning non compliance, or complete loss of legal ownership due to a fraudulent sale of your property.

You will note that we have enclosed material to inform you about title insurance, in particular, the *Residential Buyer Title Insurance Policy* as offered by Stewart Title Limited.

For further information, you may also refer to their website [www.stewartau.com](http://www.stewartau.com) or contact Stewart Title directly on **1300 853 919** or via email at [e.underwriting@stewart.com](mailto:e.underwriting@stewart.com).

Either you or the buyer may delay settlement for up to three business days after the due date, so, unfortunately, the contracted date is not assured.

***If you have any queries or concerns in relation to any aspect of your transaction, please contact us without delay.***