

Congratulations on your decision to purchase your next property.

Thank you for choosing Catherine at Yarrowonga Conveyancing to assist with the transaction.

All documents can be completed electronically. To do this I will require a separate email address and mobile number for each purchaser.

If you would prefer to meet in person please let me know, and we can arrange a mutually suitable time.

Once your offer on the property has been accepted the Agent will either ask you to sign a contract or alternatively send through sales instructions to the Vendors representative who will complete a contract and send to me.

If you sign a contract with the Agent, they will then provide a copy to myself and the Vendors representative. I will review to ensure that all information is correct and discuss with you.

There is a cooling off period applicable if you need to withdraw for any reason, except if your purchase was made at an auction where no cooling off period is applicable, in this instance it is important you have the contract reviewed by me prior to the auction.

If the contract is sent via the Vendors representative, I will review the contract and discuss with you prior to you signing.

The most common special conditions included in your purchase contract are:

- Pest and Building Clause;
- Finance Clause;
- Subject to Sale Clause.

Subject to pest and building

If your contract is subject to a pest and building inspection, you will be provided a certain period of time, usually 7 or 14 days to have the inspections completed and have read the report. It is important to be aware that you can not withdraw from the contract under these clauses unless the contract notes a "major structural defect" or a "current pest infestation" in the reports.

The pest report must be completed by a registered pest inspector and the building report must be completed by a Registered Builder, A registered building inspector, a building surveyor or an architect.



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Should you wish to withdraw under this clause, a copy of the report will be required to be provided to the Vendor at the time we notify the vendors representation.

If minor defects are discovered, you can make a request that the vendor repair some or all of these, or provide a discount to allow for you to repair these at settlement. It is important to be aware that once contracts are exchanged the vendor does not have to agree to your request but you are still bound by the Contract. In this instance, if minor defects may turn you off purchasing the property you may want to consider having the inspections completed prior to signing a contract.

Subject to Finance

If the contract is subject to finance, it is advisable that you have spoken to your Bank or Broker prior to making an offer on a property. They will advise you of your borrowing capacity and in most circumstances provide pre-approval prior to you making an offer. This ensures that once contracts are signed and exchanged, the bank can move forward with final approval as quickly as possible.

Once a contract is signed you will have a set period of time to obtain your final finance approval, usually 14-21 days. A request for an extension of time can be sought if your final approval is not through by the deadline. The vendor does not have to agree to this request and it is advisable that we provide the Vendor as much information as we can as to why the request is needed. If the Vendor does not agree, the contract will be at an end.

To withdraw under the finance clause, you must have made an application for finance immediately after the exchange of contracts and your bank must provide a letter advising you were unable to obtain finance.

Subject to sale

If the contract is subject to the sale of your property, you will be provided a period of time to have entered into an unconditional contract of sale. Usually 30-60 days. Once you have an unconditional contract of sale for your property, your purchase can proceed unconditionally.

Settlements can take place simultaneously so that the funds from your sale can go straight towards your purchase. It is important to be aware that unless you are paying cash from your bank account or you have finance approval that does not require your sale to be completed prior to or simultaneously with your purchase that



settlement of your purchase takes place either simultaneously or after your sale settlement.

Deposit

You are required to pay a deposit on all contracts, which is usually 10% of the purchase price. The Agent may ask you to pay a holding deposit at the time you make an offer, this is usually between \$1,000.00 and \$2,000.00. The remainder of your deposit is then due upon signing of contracts or upon unconditional contract. I will advise you the amount and when the deposit is due.

If you do not have a 10% deposit, it is possible to negotiate a smaller deposit. If this is the case, please discuss this with me or make your offer with the lesser deposit.

Early release of deposit

Once your contract is unconditional the Vendor may request an early release of deposit.

In NSW there is no early release of deposit rules and you are under no obligation to agree to an early release.

However, in VIC, the Vendor will provide an Early Release of Deposit Section 27 form, that outlines any mortgage registered against the property and the details such as amount owed, interest rate etc as well as any Caveat registered on title and the relevant information relating to the payment of this that will take place at settlement. If everything owing on the property is below 80% of the sale price generally you have no grounds to disagree to the release the deposit.

You have 28 days from the date the section 27 is provided to us from the vendors representative to agree or advise that we do not approve and for what reason. If you do not reply to the vendors representative, then the deposit can be released to the vendor without you agreeing.

Unconditional contract

Once the contract is unconditional I will order searches on the property to enable me to complete the adjustments on rates, water etc.



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Final figures will be provided to you approximately one week prior to settlement however sometimes, due to delays in obtaining certificates it will be closer to settlement date.

You will be asked to complete a verification of identity and a client authorisation during your transaction.

The verification of identity is a non-negotiable requirement. It ensures that all dealings are being completed with the correct people. It also provides us your full name and date of birth for stamp duty purposes. Your verification of identity will last 2 years, so if you complete further transactions with me during this time you will not be required to complete another verification, but, I may ask you to provide a copy of your drivers licence each transaction.

The client authorisation, provides your permission to complete the electronic settlement documents and sign on your behalf. As you are unable to access the PEXA Settlement workspace you are unable to sign on your own behalf and your representative must do this for you.

Stamp Duty

In order to ensure that I complete your stamp duty documents correctly I also need to know the following:

- Are you moving into the property or is it an investment property?
- If you are moving in are you a first home buyer?
- If you are moving in, do you have a concession card? (this is only applicable in VIC)

Through the entire process it is important to remember that I am there to work in your best interest, answer any questions you have and ensure the matter proceeds to settlement as smoothly and stress free as possible.