

YOUR SALE

The exercise of listing a property for sale and the legal processes that follow are outlined below for your assistance. We have produced this outline as a guide and dependant on special conditions within individual transactions there may be slight variations to our outline. We hope you find it helpful.

When you commence to market your property there are certain compulsory matters you must attend to. Firstly, if the property is less than 2.5 hectares in area you must provide a copy of your complete contract for sale to the estate agent of your choice. This contract must contain several "prescribed" documents such as a Section 149 certificate and sewer diagram. Your solicitor or conveyancer will attend to the provision of the contract on your behalf once you have instructed them. The contract should also specify any special conditions you require to be inserted such as the fact you may wish to take particular sentimental light fittings, or that certain pumps or equipment are to be included or excluded in the sale price. We have attached a list of local solicitors in case you need one.

After the agent has inspected your property they must provide you with a *sales inspection report and selling agency agreement*. This document sets out the type of agency agreement, the agent's opinion of a reasonable selling price and the fees and other costs that the agent is charging.

Once you've signed the agency agreement and have provided the sales contract to the agent, the property can be offered for sale.

When a buyer has been secured and both parties have agreed on a price, special conditions and general terms of the sale then the agent instructs both your own and the purchaser's solicitor.

Accordingly, your solicitor will complete and amend the original contract and forward one to the purchaser's solicitor. You will be asked to come and sign the contract and the purchasers will likewise sign their copy.

It is important to note that until these signed contracts are "exchanged" and the deposit paid, there is no binding agreement. The purchaser can withdraw from the transaction at any time up until exchange of contracts.

The deposit (normally 10% but occasionally less) is usually held in a trust account by the selling agent. While the money is in trust it cannot be accessed except by agreement of both parties. For example, it may be agreed that the deposit be released to the seller so that the seller can proceed to purchase another property.

The time frame between an offer being accepted and exchange of contracts can vary from a day to several weeks dependant on whether the purchasers

have finance already approved and how long it takes to obtain pest and building inspections.

Most contracts then provide for "completion" or "settlement" in 30 days from the date of exchange, however, the parties may agree to a shorter or longer period for settlement. It depends on each side's preference and on what is agreeable to both parties.

Once your agent has instructed the respective solicitors the agent is somewhat removed from the process of the sale. Nevertheless if you are unsure of any particular matter concerning the sale you should call your agent to help sort out any problem that may arise.

Sometime prior to completion of the sale (settlement) and that's when you get your money, your solicitor will ask you to sign a "transfer". This document is the mechanism for title to change from yourself to the new owners.

On settlement the solicitor will attend to adjustments of rates paid in advance, he will pay out mortgages owing on the property and will forward you the balance of monies held by him. He will also obtain from the purchaser's solicitor a "release" to be passed onto your agent. The agent can then account to you for the balance of the deposit monies held in trust by him minus the agreed commission.

You should remember to cancel your insurances and seek a refund for any advanced payment of premium. As well, of course, you should arrange for mail to be re-addressed, the electricity to be read and your phone to be cancelled.

And finally a tip from us which is really appreciated by your purchaser, leave a note to let them know who the neighbours are, any special hints for your garden etc, don't take the plugs from the sink and leave a little toilet paper and soap - when you're moving into a new house it's often needed but no-one remembers which box its in!

So there, it's not too complex, just remember we are your agents and are there to help you.

If you choose Mark Cochrane Real Estate as your exclusive agent there are no up front costs. You pay NOTHING until your property is sold at a price you're happy with and then we only charge 3.3% including GST. We promote your property on two websites, local newspaper and at our office of course. All this is free to you. Our ethical standards and attitude to business and life are attached.