

PURCHASE CHECKLIST

Set out below is a checklist of issues that you will need to deal with at various stages prior to your settlement. Please read it carefully and if you have any questions call our office. The checklist issues arise at different stages of the conveyancing process and we have endeavoured to list them in the order in which they occur. There may be additional requirements that arise due to the nature of your transaction or the specific requirements of your bank. If this is the case, we will advise you as and when those additional requirements arise.

❑ Pre-contract advice

You can choose to obtain advice about your contract prior to signing or, alternatively, during the cooling off period. While there is an additional cost to this it will provide you with the peace of mind that you fully understand the legal ramifications of what you are signing and any pitfalls you may encounter along the way, especially if you this is the first time that you have purchased property. If you wish to obtain such advice please contact our office and we will advise you of the steps that need to be taken.

❑ Contract special condition

When you sign a contract to purchase property you can negotiate what are referred to as special conditions into the contract, the main ones being (i) subject to finance and (ii) subject to a satisfactory building and pest inspection. These will be due by particular dates and if not satisfied by those dates an extension needs to be obtained via our office. Once all special conditions are satisfied the contract will become unconditional and will proceed to settlement in the normal course.

❑ Obtaining your finance

If you are borrowing funds to complete the purchase, you will need to obtain a loan offer from a financial institution. Please note that we have finance brokers that we can refer you to for the purpose of organising a loan. These brokers do not charge you a fee and will visit your home at your convenience to process a loan application. If you would like us to arrange an appointment, please contact our office.

❑ Insuring the property you have purchased

Upon signing your contract to purchase the property, you have an insurable interest in the property. If any damage is done to the property prior to settlement you are still obligated to complete the purchase. The current owner's insurance may have lapsed or be inadequate. Accordingly, we strongly advise you to take out your own insurance as soon as the contract becomes unconditional. If you have purchased a unit please discuss with us first as there may be insurance in place via the Owners Corporation.

❑ Signing and returning your Loan and Security Documents

Once your loan has been unconditionally approved your lender will prepare loan and security documents which will need to be signed and returned to your lender. Prior to signing these documents you must satisfy yourself that the loan terms reflect what you have been told by your finance broker or your lender and if they do not you must raise any discrepancies with them. Your lender will not allow us to make a settlement booking until your documents have been returned and signed correctly so it is important to deal with them promptly. You must find out from your broker and lender how much you will be required to contribute at settlement taking into account the deposit you have paid, any fees that are payable to the lender, stamp duty and other government charges (as these will be deducted from your loan amount and paid on your behalf by your lender), our fees (that are paid at settlement) and rate adjustments that are applied at settlement (generally allow \$500-\$1000 unless otherwise advised by us).

❑ Conducting a final inspection of the property

You are entitled to receive the property in the same condition that you purchased it, subject to fair wear and tear. Consequently, you must conduct a final inspection of the property prior to settlement. This is standard practice and you need to contact the selling agent to arrange the inspection, which should be conducted no more than five days prior to the settlement date. Please do not conduct the inspection on the day of, or the day prior to, settlement as if there is a problem it will be difficult for us to attempt to resolve the problem prior to settlement. If you believe that damage has been done to the property or a fixture that you are entitled to has been removed, please contact our office as soon as the inspection has been completed.

❑ Providing us with the funds you are contributing towards the settlement

Unless you are obtaining all funds from your bank, or you have authorised your bank to draw additional funds from your account, we will need to obtain the funds that you are providing towards the settlement from you. Payment at settlement must be by way of bank cheque. As soon as we know the final details of the amounts available for settlement we will confirm the amount and details for your bank cheque. Make sure you have clear funds in your account at least 5 days prior to settlement to cover your contribution.

❑ Arranging everything for settlement day

You are not required to attend the settlement of your property transaction as we do this for you. If you are moving in to the property that you have purchased on the settlement day, you need to know what time settlement is taking place. Most settlements occur between 11am and 3pm, although some banks will not settle before 2pm. You will be entitled to the keys (which are collected from the selling agent) as soon as settlement has occurred. We will contact you and the selling agent immediately upon settlement. Generally, a settlement time is not finalised until approximately seven days prior to settlement (and sometimes even closer), as there are a number of different parties that need to be organised. If you are booking a removalist it is advisable to assume that you will not be able to access the property until 3pm unless we have advised you otherwise or a prior arrangement has been agreed with the vendor. Any such agreements for early possession need to be confirmed by each of the parties' legal representatives.

❑ Notifying service providers of your ownership of the property

It is your responsibility to contact relevant service providers such as gas, electricity, telephone etc so that they can establish an account in your name. Please note that as water is now on a user pays basis, you will also need to contact the water authority. You are able to do this prior to settlement but you must advise them not to commence charging you for services until the settlement date. Please note that we advise the Council of your ownership for the purpose of those authorities adjusting their records for rates, so you will not need to contact them for this purpose.

❑ Your settlement letter from Ultimate Property Transfers

We will forward to you a settlement letter confirming settlement and providing you with details of the funds that changed hands on the day of settlement. It will also include our invoice and will confirm that those costs were paid at settlement. You will receive your settlement letter within seven days of settlement occurring.