

Your guide to buying.

So, your offer has been accepted. What now?

Offer & Acceptance

Sales Instructions are prepared by the Agent detailing all offer terms including the accepted purchase price, preferred settlement, and any conditions on your offer. You will need to provide personal details and your conveyancer or Solicitor details to the Agent to include in the Sales Instructions.

Your conveyancer/solicitor will receive these sales instructions from our agency with all the details pertaining to the purchase.

Inspections

Now it is time to organise your desired inspections. Inspections are not limited to the ones below. Other inspections may be necessary depending on the property. You can discuss this further with your conveyancer/solicitor.

- Pest Inspection – We recommend a pest inspection should always be carried out on a home you intend to purchase.
- Building – Building inspections are completed by qualified builders.
- Valuation – Your finance institution may require that a valuation be carried out on the home. Contact your lender regarding this as soon as possible.

These inspections are completed as soon as possible either before an offer has been made, after the Offer & Acceptance or in the cooling off period. All tradespeople will contact our agency to arrange a suitable time.

Lending Institutions

Contact your lender or broker as soon as possible (if you haven't already) to organise the signing of the necessary paperwork regarding your finance. Your lender may require some details from you i.e. payslips, bank statements etc.

Solicitors or Conveyancing

Make a time to see your solicitor or conveyancer as soon as possible to sign the contract of sale. The solicitor/conveyancer will check the contract terms and conditions of the purchase making sure everything is OK. Once signed, your solicitor/conveyancer will then exchange your signed contract with the Vendor's signed contract. Once this happens, the property is **sold** subject to the conditions of the contract (if any) & cooling off period. You as a buyer in NSW now have five business days cooling off period (unless exempt).

Deposit

The agreed deposit is payable upon exchange of contracts.

Deposit payment options

If you are paying a deposit, please see below for payment options:

Cheque: if paying by Cheque please make it payable to:

Gilson Yonson Real Estate Trust Account

Direct Debit: If paying by direct debit:

For security purposes please contact our office to obtain our trust account details.

We will provide these over the phone for you.

Pre-settlement inspection

As a purchaser you are allowed under the terms of the contract to request a pre-settlement inspection of the property. This inspection allows you to make sure all the inclusions are present, and the property is left in the same or better condition as previous inspections. Should there be any problems with your inspection discuss these issues with your agent and solicitor/conveyancer at the time prior to settlement.

Settlement day

Both the Vendor and Purchaser's solicitors/conveyancers will meet, along with any lending institution representative's (should finance be involved) at a designated time to complete settlement. Once settlement has occurred the Vendor's solicitor will email an authority to the agent informing them of settlement and to release the keys to the Purchaser(s).

FAQs

When does the cooling off period start?

The cooling off period starts when exchange of contracts occurs, the cooling off period is five clear business days (excluding weekends and holidays) in which the purchaser may rescind (withdraw) from the contract. If the purchaser rescinds from the contract after the cooling off has finished, they will forfeit (pay) to the Vendor 0.25% of the purchase price of the property (i.e. \$200,000 property will forfeit \$500).

When there is no cooling off period?

- 1) If, at or before the contract is exchanged, the purchaser solicitor gives to the vendor solicitor a certificate that complies with Section 66W of the Conveyancing Act (waives the cooling off period)
- 2) If the property is sold by Public Auction; or
- 3) If the contract is exchanged on the same day as the property was offered for sale by Public auction but passed in; or
- 4) If the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under Section 66ZG of the Act.

What is the Agent's role?

A real estate agent has a duty to sell a property for the best price, as quickly as possible. The agent **must** act in the best interests of his/her client, the Vendor.

The agent will manage negotiations involving the sale of the property and **must** pass all offers from potential buyers to the seller.

In NSW, a sale is generally only binding on the Vendor & Purchaser (subject to cooling off rights) when contracts are "exchanged" between the two parties. Exchange occurs when the vendor signs their copy of the sale contract and the purchaser signs their copy and the parties "exchange" their signed contracts.

What is gazumping?

Gazumping occurs when a Vendor accepts another offer on their property even though a previous offer has been accepted by the Vendor. This is legal in NSW and can only occur prior to exchange of contracts. An agent is legally bound to present all offers on a property prior to exchange.

"As a buyer, what should I do to avoid being gazumped?"

Seek to sign contracts and exchange the contract as soon as possible. This is the only way to avoid gazumping.

Are there any other costs I should be aware of when buying?

Buying a property involves more than just the purchase price. In determining your budget, make sure you consider the purchase price, stamp duty (look up the State you are buying in), pest and building inspection fees and conveyancing/solicitor fees. Please note this is not a definitive list and you should speak with your lender and solicitor/conveyancer to ensure you are aware of all associated oncosts.