

CONVEYANCING CHECKLIST FOR THE VENDOR

- **Purchaser's Guarantees** - Vendors need to be aware that if the purchaser is a company, a personal guarantee should be sought from the director of the company to guarantee performance under the contract.
- **Chattels** - ensure that you advise our office carefully of all the chattels so that there is not any misrepresentation by your real estate agent as to what will stay and what will be removed from the property at settlement or prior to settlement.
- **Services available and connected** - carefully advise our office of the services that are available and the services that are connected to the property eg Water, Electricity, sewage, gas & phone. This information will be added to the contract of Sale to advise the purchaser. This is particularly important if your property is either in a new subdivision or in a rural area.
- **Building Approvals** - you need to advise us if you have renovated the building within the last seven years and what type of construction was carried out.
- **Notices** - if you have received a notice from any authorities notification to the purchaser will be included in your Contract of Sale; particulars of any notice, order, declaration, report or recommendation of a public authority or government eg, Heritage listing, EPA contamination, rubbish hazard to be removed, a request to remove dangerous chemicals, future repairs expense in the case of a property covered by an owners corporation.
- **Leases** - a copy of the lease will need to be provided to us for inclusion in the Contract if you are selling the property subject to a lease. If you are selling the property subject to vacant possession, that lease will need to be included together with evidence that the tenant has been notified to vacate in the proper manner.
- **Mortgage discharge** - we will liaise with your bank to arrange for the discharge of your mortgage and transfer of the title at settlement. A Release of Deposit Statement (s27 Statement) cannot be presented to the Purchaser until your bank has fully disclosed the extent of your mortgage indebtedness. If you have a very high mortgage, the purchaser may refuse to release the deposit prior to settlement.
- **The Auction** - if you cannot attend the auction personally, you may give a limited Power of Attorney to someone else to sign the contract on your behalf. Please see our section on [Powers of Attorney](#).
- **Negotiations** - all transactions can have negotiated terms and conveyancing is no different. Our experienced Property lawyers can negotiate on your behalf issues such as Contract price, settlement date, deposit amount, early release of deposit, chattels, your occupation past the settlement date and unfinished building works.

At Cynkler Kaye Levy Lawyers we can assist you with the above issues.

If you would like to speak to our **experienced Property Lawyers**, please do not hesitate to ring directly on +61 3 9500 1722.

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