



Stage 1: The Section 32 Statement

Under the Sale of Land Act 1962, a disclosure document known as a “vendor’s statement” or “section 32 statement” must be given to a purchaser before a contract is signed.

The statement must contain certain information about the property being sold. For example, information regarding the location of easements, particulars of building approvals given in the last seven years, and details of rates and charges that affect the property are just a few of the things that must be disclosed in a section 32 statement.

If you are selling through an estate agent, we will forward the section 32 statement to the agent so that they are in a position to have a purchaser sign the contract as soon as the property is sold.

To arrange for Civic Conveyancing to prepare a section 32 statement, you need only give us a call. You can also instruct us on-line to commence the preparation of your section 32 statement.

Auctioning Your Property

If you are selling your property by auction, Civic Conveyancing will also arrange for a contract of sale to be prepared for use at the auction.

Auction sales do not suit every property or vendor, so the best person to discuss the method of selling your property with is your estate agent.

Stage 2: The Sale

Your estate agent will usually discuss any prospective offers to purchase your property with you, and when there is a basic agreement for a sale, your agent will then prepare a contract. This contract will contain all of the relevant information relating to the sale.

Your agent will attach a copy of the section 32 statement prepared by Civic Conveyancing to the contract, prior to having a purchaser sign the contract. The vendor usually signs after the purchaser.

After all parties sign the contract, it will be forwarded to Civic Conveyancing, at which time we take over the process of transferring the property.

Stage 3: Release of Deposit

It is sometimes possible to obtain a release of your deposit prior to settlement, provided that certain requirements are met.

When your property has been sold, you need to tell Civic Conveyancing that you would like the deposit to be released. We will then send you the appropriate forms.

Stage 4: Arranging the Discharge of Your Mortgage

If you have a mortgage on the property you have sold, Civic Conveyancing will make contact with your lender to let them know of the sale.

We then make arrangements with your lender to prepare a discharge of its mortgage, and ascertain from the lender the amount they will require to be paid to them at settlement.

Your lender may send Civic Conveyancing a “discharge authority”, which we then forward to you for signature. This document acts as an authority to your lender to enable Civic Conveyancing to finalise the settlement arrangements of your sale.



Stage 5: The Transfer and Statutory Declaration

When a property is sold, the purchaser must provide a "Transfer of Land" document to the seller or the seller's conveyancer at least ten days prior to the settlement date.

When we receive the transfer from the purchaser's conveyancer, we then prepare a Goods Statement in the form required by the State Revenue which is a document confirming certain details of the sale. The Goods Statement is required by the State Revenue Office primarily to confirm the sale price so that the purchaser pays adequate stamp duty.

The Goods Statement and the transfer are the two primary documents that are handed to the purchaser's conveyancer at settlement, together with the title, to enable the ownership to be transferred to the purchaser.

Civic Conveyancing forwards the transfer and Goods Statement to you for signing and return to us in time for settlement.

Rate Adjustments

Shortly before settlement, Civic Conveyancing will receive a statement of adjustments and settlement statement from the purchaser's conveyancer.

The land and water rates and other relevant charges are usually adjusted at settlement to ensure that you are liable for rates only for the appropriate period that you have owned the property during the current rating period.

Stage 6: Settlement

Settlement is the process where all the parties to a conveyancing transaction come together to complete the transaction.

The parties that usually attend a settlement are the purchaser's conveyancer, the purchaser's bank, the vendor's conveyancer and the vendor's bank.

Generally, settlement takes place at a time suitable to the purchaser, but this will also need to suit the seller, the seller's conveyancer, the seller's bank and the purchaser's bank. While this may seem complicated to arrange, Civic Conveyancing will make these arrangements for you.

If you require settlement to take place at a specific time of day, you should let Civic Conveyancing know, and we will be happy to try and meet your needs.

If the settlement of your sale is taking place locally, you will normally be able to collect any cheque for the proceeds of the sale on the day of settlement. To find out if this is the case, just call Civic Conveyancing a few days before settlement.

Where the settlement needs to take place elsewhere, for example in Melbourne, it may take a day for your cheque to be returned to Civic's office. If you have a bank account, you can arrange for Civic Conveyancing to deposit the funds into your account at the time of settlement.

Stage 7: After Settlement

Civic Conveyancing will contact you and confirm that your sale has been completed, and then contact the agent so that the keys can be released to the purchaser.

Civic Conveyancing will send a notice to the local council and the water authority notifying them of the change in ownership.

It is usual practice for the selling agent to deduct their commission from the deposit held by the agent once settlement takes place. You can generally collect the balance of the deposit from your agent immediately after settlement.