

INFORMATION SHEET

Your Rights & Responsibilities as a Property Vendor

A Section 32 – actually called a Vendor’s Statement – is a document provided by the Vendor when they decide to sell real property. Pursuant to the Sale of Land Act, a Vendor is required to disclose, to any potential Purchaser, a number of matters which a Purchaser should take into account (or at least should be made aware of) in deciding whether to buy a particular property. These matters are contained in the Vendors Statement, and are required whether the property is to be sold by private sale or auction.

The Vendors Statement must contain details of:

- (a) lease/tenancy agreements, easements, covenants and other similar restrictions affecting the land;
- (b) the zoning of the property;
- (c) rates, taxes, charges and other outgoings;
- (d) any notices, orders or approved proposals affecting the land;
- (e) the services connected to the property;
- (f) any other information that a prudent purchaser may want to know when making the purchase decision;

The Purchaser may void the Contract where the Vendor fails to supply the required information or supplies false information. Therefore it is imperative that the information contained in the Statement be complete and accurate.

When you are selling a property at Auction, there are stricter regulations regarding what must be disclosed in the Vendor’s Statement. This is because, for private sales, there is a 3-day ‘cooling-off’ for the purchaser after signing the Contract. During this period, the purchaser has the right to change their mind, walk away from the deal and retain their deposit. When a property is sold at auction, there is no such ‘cooling-off’ period.

Another important note is that the Purchaser may void the Contract if the property (being a house) is destroyed or damaged between the time the Contract is signed and the settlement date. Accordingly, we recommend you maintain your insurance policy until final settlement of your sale.

While a Vendor’s Statement is beneficial for the purchaser of a property, it is also beneficial for the vendor. If a Vendor’s Statement is not provided before the Contract is signed, the purchaser may be able to terminate the Contract and retain their deposit. A Vendor’s Statement acts as a safeguard for the Vendor once the ‘cooling-off’ period has ended.

For further information, please contact our Property Law department on (03) 9331 3144 or via email at propertylaw@schembrilawyers.com.au. Our website at www.schembrilawyers.com.au has a collection of other Information Sheets that may be useful to you.



Incorporating the practices
of O'Brien & Galante and
Conlan Lawyers

ESSENDON OFFICE:

Suite 6, Level 2
200-202 Buckley Street,
Essendon, Victoria 3040
DX 33601, Essendon
PO Box 88, Essendon 3040
Tel: (03) 9331 3144
Fax: (03) 9331 3166

CARLTON OFFICE:

Level 1
135-139 Cardigan Street,
Carlton, Victoria 3053
DX 95308, Carlton MBE
PO Box 63, Carlton South 3053
Tel: (03) 9347 0355
Fax: (03) 9347 0366

www.schembrilawyers.com.au
info@schembrilawyers.com.au

Schembri & Co Lawyers Pty Ltd
ABN 49 103 404 995