

Exclusive Sale Authority



Particulars of Appointment

Agent	CHENZ PTY LTD trading as RAY WHITE DROUIN		ABN: 17 143 040 091
Address	75 PRINCES WAY, DROUIN VIC 3818		Email: admin.drouin@raywhite.com
	Ph: 03 5625 1033	Mobile: 0407 211 891	Agent: Dale Atkin
Vendor	Asche Developments Pty Ltd 668 542 309		
Address	74 Pendlebury Street, Alexandra Vic 3714		
	Ph: 0407 868 850	Email: gkreidl@bigpond.com	
Property	714 Hearn Street Drouin Vic 3818		
With Chattels Being	All fixtures & fittings		
Exclusive Authority Period	90 Days starting from the date of this Agreement	Continuing Authority Period will begin from the last day of the Exclusive Authority Period for a period of 12 months unless cancelled by the Vendor in writing	
Property is being sold	<input checked="" type="checkbox"/> with vacant possession	OR	<input type="checkbox"/> Subject to a tenancy
Vendor's Selling Price	\$470,000 - \$510,000	payable in	Negotiable days
Agents Estimate of Selling Price (Section 47A of the estate Agents Act 1980)	If a price range is specified, then the difference between the upper and lower amounts cannot be more than 10% of the lower amount		
(Section 47A of the Estate Agents Act)	\$	or between \$510,000 and \$550,000	
Fixed Commission Including GST	\$	Flat Fee	Commission calculated as follows: 2% including GST and a further ____% including GST for every dollar achieved over \$
Dollar amount of estimated commission	\$10,200	Including GST of \$927.27	If sold at a price of \$510,000
Marketing Expenses Including GST			Will Ray White Drouin be sharing their commission with a third party
Total Investment	\$1,950		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
DATE:	20th September 2024		If "Yes", see item 9 "Commission Sharing"
Agent Signs:			
	Vendor(s) Sign: Signed by:		

Notices & Disclosures

Item 1: Agent's Entitlement to Commission

The Vendor agrees to pay the Agent the Agent's Commission on the terms of this Authority if the Property is sold

- i. during the Exclusive Authority Period by the Agent or by any other person (including the Vendor or another Agent)
- ii. during the Continuing Authority Period by the Agent; or
- iii. to a person introduced to the property by the Agent before the Vendor signed this authority; or
- iv. within 150 days after the expiration of the Exclusive Authority Period to a person introduced to the Property by the Agent within the exclusive authority period and to whom as a result of the introduction the property is sold.

NOTE: See the definition of Sell, Sale and Sold in the General Conditions 1.15

Item 2: Authority Period

If an agreement stating that an estate agent is to act as the sole agent for the sale of any real estate or business, does not state when the sole agency is to end, the sole agency ends –

- i. in the case of a sale by auction, 30 days after the date of the auction;
- ii. in any other case, 60 days after the date the agreement is signed by, or on behalf of the seller of the real estate or business.

Item 3: Continuing Authority Period

The Continuing Authority Period starts on the day after the day that the Exclusive Authority Period ends; and

- i. lasts for 12 months as in the Particulars of Appointments, unless cancelled;
- ii. the Vendor may cancel the Continuing Authority Period at any time by written Notice to the Agent.
- iii. if the Continuing Authority Period is cancelled, Item 1 continues to apply.

Item 4: The Estimated Selling Price

The Estimated Selling Price is the Agents opinion and is given in accordance with Section 47A of the Estate Agents Act 1980 and is the amount the Agent or the Agent's Representative believes, on the basis of his or her experience, skills and knowledge that a willing but not anxious buyer would pay for the real estate. If a price range is given, it is the range within which that amount is likely to fall.

Nothing in the Act requires the Agent's Estimated Selling Price and the Vendor's reserve or asking price to be the same amount.

Item 5: Making a Complaint

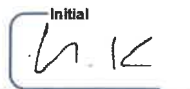
Any complaint relating to commission or outgoings can be made to the Director, Consumer Affairs Victoria (CAV)

GPO Box 123, Melbourne, Victoria, 3001 or by telephoning 1300 55 81 81.

Item 6: Dispute Resolution

The Agent has procedures for resolving complaints and disputes arising from the operation of the Agent's estate agency practice. If a complaint or dispute arises, please ask to be informed about the procedures.

Vendor(s) Initial

Initial


Privacy Act 1988 - Collection and Use of Personal Information

As your Estate Agent we collect personal information about you and your property to allow us to have contact with others in connection with performing our role as your Estate Agent for the following purposes;

- To liaise with your Conveyancer or Solicitor, tradespeople, body corporate, government, statutory or municipal bodies or other necessary third parties;
- To enable us to provide estimates of the selling price of real estate as required by the Estate Agents Act 1980;
- To enable us to prepare appraisals and/or valuations of real estate;
- To enable us to promote our services and/or seek out potential clients;
- You may contact us between 9.00am and 5.30pm Monday to Friday to have access to or amend the personal information we hold regarding you and your property.

General Conditions

1. The Vendor acknowledges that the Agents Commission and the Marketing Expenses have been negotiated prior to the signing of this Authority and acknowledges that no further fee negotiation will take place.
2. The Vendor acknowledges that the Marketing Expenses incurred during the period of this Authority must be paid whether or not the property is sold or withdrawn from the market.
3. The Vendor acknowledges that they are to pay the Agent the Agent's Commission in accordance with this Authority if the property is sold.
4. The Vendor acknowledges that Ray White Drouin will remain in possession of the property keys until all outstanding marketing expenses are paid in full as stated on this Authority if the property is withdrawn from Ray White Drouin by the Vendor.
5. The Vendor hereby charges this property and any other property that they own with payment of the marketing expenses and/or the commission owing and agrees that if these fees are not paid within 7 days of a final written notice; Irrevocably authorises Ray White Drouin to place a caveat over the title of this property or any other vendor owned property to secure such charges and payments.
6. If the Property is sold and no deposit is held by the Agent; the Vendor will pay the Professional Fees and Marketing Fees at settlement including any State or Federal Taxes, including any goods and service tax or other consumption tax.
7. The Agent will provide the Vendor with an itemised list of the Marketing Expenses and State or Federal Taxes expended or payable. The Agent will provide an itemised list at any time that may be reasonably required by the Vendor.
8. "Purchasers Default" where the Purchaser fails to complete the sale and the Vendor is entitled to a forfeited deposit, then the Agent will be entitled to be paid 100% of the Professional fees and all Marketing expenses by the Vendor.
9. An agreement between the Vendor and the Purchaser to cancel a contract of sale or the ending of a contract of sale as a result of a default of either the Vendor or Purchaser does not relieve the Vendor of the obligation to pay the Agents professional fees and marketing.

Vendor(s) Initial _____

Initial
