

EXCLUSIVE SALE AUTHORITY - PARTICULARS OF APPOINTMENT



Agent Details

Agent: Moreland Real Estate T/A Ray White Coburg
Address: 283 Sydney Road, Coburg Victoria 3058
Attention: Hamza Ali
Mobile: 0420 342 089

ACN: 610 960 248
Phone: 0393833555
Email: hamza.ali@raywhite.com

Vendor Details

Vendor: Antonie Alberts
Address: 3/11 Mill Road, Oakleigh Victoria 3166
Attention:
Phone:
Email: kaiscratchy@gmail.com
Vendor: Georgia Alberts
Address: 3/11 Mill Road, Oakleigh Victoria 3166
Attention:
Phone:
Email: schediastria@gmail.com

ABN/ACN: N/A/
Mobile: 0413792333
ABN/ACN: N/A/
Mobile: 0451138181

Property Details

Property: 4/11 Rhodes Parade, Pascoe Vale Victoria 3044
Goods included: As Per Contract Of Sale
Goods excluded:

Sale Terms

Exclusive authority period: 60 days
Continuing authority period: 60 days.
The Property is being sold: with vacant possession OR subject to any tenancy
and upon payment of: full purchase price OR upon terms of payment of full deposit and the sum of:
The property is being sold as: Private Sale
Vendor's asking price: To Be Advised payable in 30, 45, 60, 90 days

Agent's Estimate of Selling Price

Agent's estimate of selling price (Section 47A of the Estate Agents Act 1980). Note: if a price range is specified, the difference between the upper and lower amounts cannot be more than 10% of the lower amount.

Single amount: OR a range between: \$600,000 and \$650,000
Revised amount: xxxxxxxxxx OR a range between: \$530,000 and \$583,000

HA [Signature] HAG AAA

Agent's Commission (incl GST) Commission has been updated, refer to the revisions page.

An amount equal to

1.98% (including GST) of the total sale price

Example

If sold at a price of \$650,000 GST N/A

Dollar amount of estimated commission: \$12,870

Including GST of \$1,170.00

Plus an additional 30.00% (including GST) of any amount between the vendor reserve and the total sale price

Example

If sold at a price of \$700,000 GST N/A

Dollar amount of estimated commission: \$28,860

Including GST of \$2,623.64

Marketing and Other Expenses (incl GST)

Advertising: \$5,800.00

Other: \$0.00

Total: \$5,800.00

Marketing expenses are payable on: Upon Invoice or Account

The vendor hereby charges the property in favour of Moreland Real Estate Pty Ltd trading as Ray White (Coburg) to secure any unpaid professional fees, marketing, advertising and other expenses including commission pursuant to this authority and irrevocably authorises Ray White (Coburg) to place a caveat over the title of the property to secure this charge.

Dated: **Mon 24 Jun 2024**

Signature of Agent:

01/07/2024

Hamza Ali

Signature of Vendor(s):

27/06/2024

Antonie Alberts

30/06/2024

Georgia Alberts

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09/12/2024 09/12/2024 10/12/2024 19/11/2024 19/11/2024 19/11/2024



NOTICE OF COMMISSION SHARING

Notice of commission sharing form approved by the Director in accordance with Section 48 of the Estate Agents Act 1980.

Important information for vendors/landlord(s)

If the agent has agreed to share the commission that will be payable for selling, leasing or managing your property, before getting your signature to engage or appoint them, they must give you this commission sharing statement. This statement shows details of all other people who will share in the commission.

The Agent's commission will be shared with other people (other than a licensed estate agent or an agent's representative employed by the agent, or a licensed agent who is in partnership with the agent.)

In accordance with Section 48 of the Estate Agents Act 1980, the agent states that the commission the agent is entitled to under the terms of this Authority will be shared with other people as follows:

Name and address of person with whom commission is to be shared	Description of such person
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Signature of Agent:

01/07/2024

Hamza Ali

Signature of Vendor(s):

27/06/2024

Antonie Alberts

30/06/2024

Georgia Alberts

CAV 80 (02/16)



consumer.vic.gov.au/estateagents

TERMS OF APPOINTMENT

1. Ray White Real Estate's Entitlement to Commission

You agree to pay Ray White Real Estate the Commission on the terms of this Authority if the Property is sold:

- 1.1 by Ray White Real Estate during the exclusive authority period or by any other person (including You or another agent); or
- 1.2 by Ray White Real Estate during the continuing authority period; or
- 1.3 by Ray White Real Estate to a person introduced to the Property before You signed this Authority; or
- 1.4 within 120 days after the expiration of the exclusive authority period to a person introduced to the Property by Ray White Real Estate within the exclusive authority period and to whom the Property is sold, as a result of the introduction.

The Commission is due and payable by You on the Property being sold if Ray White Real Estate are the effective cause of the sale.

Clauses 1.2, 1.3 and 1.4 will not apply if You incur a liability to pay an agent a Commission under an exclusive agency agreement signed by You with another agent after the expiration of the exclusive authority period.

2. Exclusive Authority Period

If this Authority does not state when the exclusive authority period is to end, the exclusive authority period ends:

- 2.1 in the case of a sale by auction, 30 days after the date of the auction;
- 2.2 in any other case, 60 days after the date this Authority is signed by You or on Your behalf.

3. Continuing Authority Period

3.1 If there is a continuing authority period, it starts on the day after the day on which the exclusive authority period ends and:

- 3.1.1 lasts for the number of days specified in the Particulars of Appointment, unless cancelled by You; and
- 3.1.2 on the day it starts, Ray White Real Estate's exclusive authority period ends.

3.2 You may cancel the continuing authority period at any time by written notice to Ray White Real Estate.

3.3 Clause 1 continues to apply, if the continuing authority period is cancelled.

4. Your Acknowledgements

You acknowledge:

- 4.1 being informed by Ray White Real Estate before signing this Authority the Commission and Marketing Expenses are negotiable;
- 4.2 Marketing Expenses incurred during the period of this Authority must be paid, whether or not the Property is sold;
- 4.3 Commission is payable in accord with this Authority, if the Property is sold;
- 4.4 at the date of this Authority no other agent holds an exclusive authority for the sale of the Property;
- 4.5 Ray White Real Estate has relied on the information provided by You to prepare this Authority and Ray White Real Estate will not be liable for any incorrect information and agree that Your personal information will be collected and may be used by Ray White Real Estate, as provided in this Authority;
- 4.6 being informed by Ray White Real Estate before signing this Authority that Ray White Real Estate has procedures for resolving complaints and disputes;
- 4.7 receipt of a copy of this Authority at the time of signing this Authority or as soon as practicable either by electronic means or hard copy;
- 4.8 the Marketing Expenses include file administration, editorial request, consultancy, advertisement placement/proofing, internet response and funding of media campaign.

5. Authority to Receive Notices

You authorise Ray White Real Estate to receive a cooling off notice given under Section 31 of the Sale of Land Act 1962. This authorisation is effective even if this Authority to act for You formally expires on the sale of the Property.

6. Commission Sharing

You acknowledge that Ray White Real Estate may enter into an arrangement to share commissions with another entity after You sign this authority. You agree to sign a Notice of Commission Sharing and any other documents necessary in order to permit Ray White Real Estate to share such commissions, if requested by Ray White Real Estate.

7. Rebate

Ray White Real Estate will not, or is not likely to be, entitled to any rebates. A rebate includes any discount, commission or other benefit and includes non-monetary benefits. Ray White Real Estate is not entitled to retain any rebate and must not charge You an amount for any expense that is more than the cost of those expenses. Ray White Real Estate must pay You any rebate Ray White Real Estate receives in relation to the sale of Your property. If Ray White Real Estate is entitled to a rebate, the rebate Statement Form approved by Director of Consumer Affairs Victoria will be completed at the time of signing this Authority. The form can be downloaded at www.consumer.vic.gov.au

8. Agent May Sign Contract

On Your written request, Ray White Real Estate may sign a contract of sale for the Property which contains terms of sale agreed to by You.

9. Right to Commission

You agree with Ray White Real Estate that an agreement between You and the Purchaser to bring an enforceable contract of sale for the Property to an end or the ending of an enforceable contract of sale as a result of a default by You or the Purchaser shall not relieve You of the obligation to pay the Commission and Marketing Expenses and any other moneys due and payable by You to Ray White Real Estate in connection with the sale of the Property.

10. Signatory Bound

A person signing this Authority for or on behalf of You is personally responsible for the due performance of Your obligations as if that person was You. If required by Ray White Real Estate, that person will procure the execution of a guarantee and indemnity in favour of Ray White Real Estate by the directors of a vendor that is a corporation or the committee members of a vendor that is an incorporated association, in a form acceptable to Ray White Real Estate's legal practitioner.

11. Role as Stakeholder

If while a stakeholder Ray White Real Estate are requested to transfer the deposit moneys to Your legal practitioner or conveyancer or to another estate agent acting on behalf of You, You agree Ray White Real Estate may retain out of the deposit moneys an amount equal to Ray White Real Estate's Commission and/or

Marketing Expenses that Ray White Real Estate are then or will become entitled to and any other moneys that Ray White Real Estate are or will become entitled to by law in relation to the sale of the Property.

12. Dispute Resolution

Ray White Real Estate has procedures for resolving complaints and disputes arising from the operation of Ray White Real Estate estate agency practice. If a complaint or dispute arises, please ask to be informed about the procedures.

13. Making a Complaint

Any complaint relating to commission or outgoings can be made to the Director, Consumer Affairs Victoria (CAV), GPO Box 4567, Melbourne, Victoria 3001 or by telephoning 1300 55 81 81. Unless there are exceptional circumstances Consumer Affairs Victoria cannot deal with any dispute concerning commission or outgoings unless it is given notice of the dispute within 28 days of You receiving an account for, or notice that Ray White Real Estate has taken the amount in dispute, whichever is later.

14. Ray White Real Estate's Role

Ray White Real Estate will advertise, market and endeavour to sell the Property.

15. Collection and use of personal information

- 15.1 Ray White Real Estate may collect personal information in relation to You and use it in relation to selling the Property. Ray White Real Estate may provide it to others with whom Ray White Real Estate need to have contact in connection with performing Ray White Real Estate's role as estate agent.
- 15.2 Ray White Real Estate may also use Your personal information in connection with:
 - 15.2.1 providing details of the sale of the Property to the REIV and/or realestate.com.au Ltd to enable either or both to collect and/or disseminate details of the sale of real estate;
 - 15.2.2 to enable Ray White Real Estate to promote Ray White Real Estate's services and seek out potential purchasers;
 - 15.2.3 to respond to enquiries received from Consumer Affairs Victoria and/or the REIV relating to this Authority and/or the sale of the Property.
- 15.3 You can contact Ray White Real Estate during normal business hours Monday to Friday (excluding public holidays) to gain access to or amend any of Your personal information. Ray White Real Estate's contact details are incorporated in the Particulars of Appointment in this Authority.
- 15.4 If any part of Your personal information is not provided to Ray White Real Estate, then Ray White Real Estate may not be able to act for You and/or effectively perform Ray White Real Estate's role as estate agent.
- 15.4 Ray White Real Estate will use personal information in accordance with the Privacy Policy and the Privacy Collection Notice adopted by Ray White Real Estate. The Privacy Policy and the Privacy Collection Notice can be viewed at <https://www.raywhitegroup.com.au>.

Revisions - 4/11 Rhodes Parade, Pascoe Vale Victoria 3044

Revised: 19 Nov 24

The Estimate of Selling Price contained within the authority has ceased to be reasonable

Reason: Recent sales activity

Previous Estimate of Selling Price was: Range between \$600,000 and \$650,000

The revised Estimate of Selling Price is: Range between \$520,000 and \$570,000

Revised: 19 Nov 24

Agent's Commission:

An amount equal to

1.98% (including GST) of the total sale price

Example

If sold at a price of \$570,000 GST N/A

Dollar amount of estimated commission: \$11,286

Including GST of \$1,026.00

Plus an additional 30.00% (including GST) of any amount between the vendor reserve and the total sale price

Example

If sold at a price of \$620,000 GST N/A

Dollar amount of estimated commission: \$27,276

Including GST of \$2,479.64

Revised: 09 Dec 24

The Estimate of Selling Price contained within the authority has ceased to be reasonable

Reason: Current market interest

Previous Estimate of Selling Price was: Range between \$520,000 and \$570,000

The revised Estimate of Selling Price is: Range between \$530,000 and \$583,000

Revised: 09 Dec 24

Agent's Commission:

An amount equal to

1.98% (including GST) of the total sale price

Example

If sold at a price of \$583,000 GST N/A

Dollar amount of estimated commission: \$11,543.4

Including GST of \$1,049.40

Plus an additional 30.00% (including GST) of any amount between the vendor reserve and the total sale price

Example

If sold at a price of \$633,000 GST N/A

Dollar amount of estimated commission: \$27,533.4

Including GST of \$2,503.04

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