

Exclusive Sale Authority

Particulars of Appointment (This is a Continuing Authority)

Agent Details

Agent: Professionals Ryder Real Estate
Attention: Kirsteen Ryder
Address: 319 High Street Melton Vic 3337
Phone: 03 9743 6400

ACN: 135 500 757

Mobile:

Email: admin@ryderrealestate.com.au

Vendor Details

Vendor: Steven Tony Marson
Address: 248 Pink Hill Boulevard, Officer Victoria 3809
Attention:
Phone: 0409382448

ACN:

Mobile: 0409382448

Email: stevenmarson2015@gmail.com

Property Details

Property: 46 Wimbledon Boulevard, Strathtulloh Victoria 3338
Chattels included: All fittings and fixtures of a permanent nature as seen and inspected
Chattels excluded:

Auction Terms

Exclusive authority period: 180 days from the date of this Agreement.

Continuing authority period: 60 days from the end of the Exclusive Authority Period.

Auction type: Auction date: Time of auction:

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

Vendor's reserve price: \$595,000
\$599,000-\$625,000 payable in TBA days

Agent's Estimate of Selling Price

Note: This is the Agent's opinion and is not a valuation. 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 \$630,000

Section 47AE of the Estate Agents Act: if the Agent knows or could be reasonably expected to know that the ESP is no longer reasonable, the ESP is to be revised as follows:

Revised amount: XXXXXXXXXX OR a range between: \$575,000 and \$595,000

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

An amount equal to 1.75% (including GST) of the Sale Price.

Example

If sold at price of: \$630,000 GST N/A

Dollar amount of estimated commission: \$11,025

Including GST of \$1,002.27



30/11/2024 28/10/2024 4/10/2024 30/11/2024

Marketing and Other Expenses

Advertising: \$2,700.00

Other: \$85.00

Total: \$2,785.00

Marketing expenses are payable on: signing of this Authority **OR**

written request

Execution by or on behalf of the Agent and the Vendor(s)

Dated: Thu 25 Jul 2024

Signature of Agent:

Signature of Vendor(s):



25/07/2024

Kirsteen Ryder



25/07/2024

Steven Tony Marson

KR STY

25/07/2024 25/07/2024

General Conditions

1. Meaning of Expressions – unless inconsistent with the context, the following definitions apply to this Appointment which includes any attachments.

1.1 "Act" is the Estate Agents Act 1980 (as amended).

1.2 "Agent" includes any licensed agent or any agent's representative employed by the Agent.

1.3 "Appointment" includes "agreement" and/or "authority" and the words "appoint" and/or "appointed" shall have corresponding meanings in the same situations.

1.4 "Binding Offer" is an offer on the terms set out in the Particulars of Appointment which, if obtained in compliance with this Appointment, would (or does) result in a contract enforceable against the Purchaser.

1.5. "Conditions" include terms and vice versa.

1.6. "Continuing Authority Period" means the stated number of days (if any) listed as the Continuing Authority Period in the Particulars of Appointment which period commences immediately upon the expiry of the Exclusive Authority Period.

1.7. "Exclusive Authority Period" means the stated number of days listed as the Exclusive Authority Period in the Particulars of Appointment.

1.8. "GST" means any GST payable under the GST Legislation.

1.9. "GST Legislation" includes, A New Tax System (Goods and Services Transition) Act 1999, and any other related legislation (whether or not currently in force) and any regulations, rulings, additions, amendments or alterations to the preceding legislation.

1.10. "Introduced to the Property" means that the person was made aware that the Property was available to purchase irrespective from whatever source. Without limiting the foregoing a person shall be deemed to have been Introduced to the Property by the Agent if the person became aware that the Property was available for purchase as a result of viewing, hearing or reading any advertisements of whatever nature or medium or any boards, placards or other literature referring to the availability of the Property that were connected to the Agent in any way.

1.11. "Marketing Expenses" are the Marketing Expenses and charges of the Agent and include advertising expenses and other outgoings.

1.12. "Person" includes a corporation, institution, unincorporated body, incorporated association and any group of persons and/or any agent or associate of a person or any person appointed by the original person to take the place of the original person.

1.13 "Price" means

(i) an amount equal to or greater than the Vendor's Authorised Price stated in the Particulars of Appointment; or

(ii) the price at which the Vendor signs a Contract of Sale to sell the Property even if less than the Vendor's Authorised Price stated in the Particulars of Appointment.

1.14. "Professional Fees" are the total of the "Agent's Commission" and the "Marketing Expenses" (as duly authorised and expended).

1.15. "Property means "Real Estate" as defined in Section 4 of the Act.

1.16. "Purchaser" means the person to whom the Property is sold.

1.17. "REIV" is the Real Estate Institute of Victoria Ltd of 335 Camberwell Road, Camberwell, 3124.

1.18. "Sale" is the result of obtaining a Binding Offer and "sell" and "sold" have corresponding meanings in the same situations.

2. Where the Purchaser does not complete the purchase and the Vendor is entitled to a forfeited deposit the Vendor will take all reasonable steps to recover the unpaid deposit from the Purchaser and/or any other person who may be liable for payment of the deposit and to pay the Professional fees from the sum of the deposit paid or recovered.

3. If the Vendor fails to pay the Agent any money due under this Agreement then interest at a rate four per centum higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 will be computed and paid to the Agent on the money owing.

4. Any signatory for a proprietary company Vendor shall be personally liable for the due performance of the Vendor's obligations as if the signatory was the Vendor. If required by the Agent the signatory shall procure the execution by all Vendor company directors of a guarantee to be prepared by or on behalf of the Agent.

5.1 The Agent is irrevocably authorised to deduct from any deposit monies received all Professional Fees properly incurred by the Agent and any State or Federal Taxes required to be deducted by law, including (but not limited to) any goods and services tax or other consumption tax. This authorisation may only be modified with the written consent of the Agent.

5.2 If the Property is sold and no deposit is received by the Agent the Vendor will pay the Professional Fees on demand including any State or Federal Taxes, including (but not limited to) any goods and services tax or other consumption tax.

5.3 Unless stated above to the contrary, the Vendor will pay the maximum amount of Marketing Expenses to the Agent upon signing this Agreement and in any event Marketing Expenses will be payable to the Agent upon demand. Upon the conclusion of this Agreement, 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 the itemised list at any other time that may be reasonably required by the Vendor.

5.4 If this Authority requires the Vendor to pay reimburse or contribute to an amount paid or payable by the Agent in respect of an acquisition from a third party to which the Agent is entitled to an input tax credit (as defined in the GST Legislation) the amount for payment reimbursement or contribution will be the GST exclusive value of the acquisition by the Agent plus the GST payable in respect of that supply but only if the Agent's recovery from the Vendor is a taxable supply under the GST Legislation.

6. At the request of the Vendor, the Agent may sign on behalf of the Vendor, a Contract of Sale which contains the terms of sale agreed to by the Vendor.

Notices & Disclosures

Item 1. Agent's Entitlement to Commission

The Agent will endeavour to sell the Property in consideration for which 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) for the Price and upon the above conditions; or
- 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 appointment; or
- iv. within 120 days after the expiration of the Exclusive Authority Period for the Price 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.

Items 1(ii), (iii) and (iv) shall not apply where the Vendor has incurred a liability to pay Agent's Commission under any Exclusive Agency agreement signed by the Vendor with another Agent after the expiration of the Exclusive Authority Period.

NOTE: See the definition of Sell, Sale and Sold in the definitions in the General Conditions following.

Item 2. Continuing Authority Period

If the property is not sold during the Exclusive Authority Period and a Continuing Authority Period is stated in the Particulars of Appointment then the Vendor appoints the Agent to sell the property on a Non-Exclusive Agency basis for the period stated in the Continuing Authority Period. The Vendor may terminate or delete the Continuing Authority Period at any time by written Notice to the Agent. Item 1 is still applicable to this Authority even if the Continuing Authority Period does not apply or ceases. In consideration of the Agent agreeing to endeavour to sell the property the Vendor will pay the Agent the Agent's Commission if the Property is sold by the Agent for the Price at any time during the Continuing Authority Period except where the Vendor has incurred a liability to pay the Agent's Commission under any Exclusive Agency agreement signed by the Vendor with another Agent after the expiration of the Exclusive Authority Period shown in this Authority. If no Continuing Authority Period is stated in the Particulars of Appointment the Authority lapses (subject to Item 1(ii), (iii) and (iv) above) at the expiration of the Exclusive Authority Period shown in this Authority.

Item 3. The Estimated Selling Price

The estimated Selling Price 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. The Estimated Selling Price is an estimate only and is not a valuation. If a price range is given, the difference between the upper and lower limits of the range must not exceed 10% of the amount of the lower limit of the range. Nothing in the Act requires the Agent's Estimated Selling Price and the Vendor's reserve or asking price to be the same amount. Penalties apply to an Agent or Agent's Representative making false representations as to their estimate of the selling price.

Item 4. Making of Complaints

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 73 70 30. 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 the client receiving an account for, or notice that the Agent has taken the amount in dispute, whichever is later.

Item 5. GST and the Price

It is the responsibility of the Vendor to advise the Agent at the time of signing this Authority whether the Sale of the Property will or may result in the Vendor having to pay GST in relation to the Price.

- If the Vendor advises the Agent that GST will be payable on the Price and it is possible to quantify the GST, the Vendor authorises the Agent to advertise the Property for sale at a price that is inclusive of GST. If an advertisement includes price, the Vendor acknowledges the Agent will state the price in accordance with guidelines published by the Real Estate Institute of Australia Ltd. or, if there are no guidelines, in accordance with published requirements of the Australian Competition and Consumer Commission.
- If the Vendor advises the Agent that GST may be payable on the Price or if it will not be possible to quantify the GST payable on the Price until the Property is sold or if the Vendor instructs the Agent to sell the Property on the basis that GST will be paid by the Purchaser in addition to the Price then, if in any of these instances an advertisement includes a price, the Vendor authorises the Agent to advertise the Property for sale with a clear indication that GST may be payable in addition to the Price, in accordance with guidelines published by the Real Estate Institute of Australia Ltd or, if there are no guidelines, in accordance with published requirements of the Australian Competition and Consumer Commission.

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.

Item 7. Agents Warranty that the Agent holds a valid Estate Agents License

The Agent warrants (and will confirm upon request) that the Agent is at this date a fully licensed Estate Agent, licensed by the Victorian Business Licensing Authority. This warranty cannot be deleted or modified.

Item 8. Rebate Statement - Section 48A-E of the Estate Agents Act. Important Notice for Vendors

A rebate includes any discount, commission, or other benefit, and includes non-monetary benefits. It is illegal for an Agent to keep any rebate they receive for advertising or other outgoings purchased by the Agent on your behalf. Section 48A of the Estate Agents Act 1980 requires the Agent to immediately pay you any rebate they receive in relation to the sale of your property. **The Agent will not be entitled, or is likely to be entitled, to any rebate.**

Dated: Thu 25 Jul 2024

Signature of Agent:



25/07/2024

Kirsteen Ryder

Signature of Vendor(s):



25/07/2024

Steven Tony Marson

Authority Period

Section 54(1) of the Estate Agents Act 1980 provides that:

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 –

- (a) in the case of a sale by auction, 30 days after the date of the auction;
- (b) 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

Level of Service

The Vendor acknowledges that the level of services to be provided by the Agent has been negotiated and is as follows:

To appraise, list, market, arrange & carry out inspections, negotiate sale, prepare documentations, receipt & bank deposit monies in accordance with current legislation and vendor's instructions.

Subsequent sharing of commission to facilitate a sale

If during the Exclusive Authority Period or the Continuing Authority Period ("the authority periods") the Agent wishes to share the commission payable by the Vendor with another agent or person to facilitate the sale of the Property Vendor agrees the agent may do so and agrees to promptly sign another authority on the same term and conditions as this Authority but the Vendor's Authorised Price, Agent's estimate of Selling Price and Dollar amount of estimated commission may be adjusted (if necessary) and the authority periods must be adjusted to only include any days then remaining unexpired under this Authority and the Notice of Commission Sharing will be completed to record the sharing of commission.

Vendor Acknowledgements

- (1) The Client is obliged to pay the Agent -
 - (a) the Marketing Expenses incurred during the currency of this Agreement whether or not a sale takes place
 - (b) the Marketing Expenses or *upon signing this Authority Upon written demand
- (2) The Vendor is obliged to pay the Agent the Agent's Commission in accordance with item 1 if the Vendor sells the property during the Exclusive Authority Period.
- (3) The Vendor signed this Agreement before signing any binding Contract for the sale of the property.
- (4) When signing this Agreement the Vendor received a counterpart from the Agent.
- (5) The Vendor acknowledges having been advised by the Agent that the Agent has in place procedures for resolving complaints and disputes, before the Vendor signed this Authority.

Privacy Act 1988 Collection and Use of Personal Information

As your estate agent we collect personal information about you (if you are an individual) and with your consent (indicated by the boxes in which there is an "X") will use it for the following purposes:-

- to act for you and perform our obligations under this Authority, or carry out other instructions you give to us during the term.
- to liaise with your Conveyancer, legal practitioner, accountant, financial planner or institution, trades people, bodies corporate, government, statutory or municipal bodies or other necessary third parties in connection with performing our obligations under this Authority or other instructions you may give to us;
- to advise the Real Estate Institute of Victoria Ltd ("REIV") and/or realestateview.com.au Ltd of the details of the sale of your property (except your name) for the purpose of enabling either or both of them to collect and/or document details of sales of real estate and/or cause to be published in print or electronic form details of sales of real estate for the benefit of estate agents, valuers, government departments, statutory or municipal bodies, and the general public so there is an informed and transparent real estate market and also for the benefit of REIV members to assist them in providing the best possible service to their clients;
- 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;

unless you subsequently advise us in writing that we may no longer use your personal information for any or all of these purposes. We may be required to collect and use your personal information under Commonwealth and Victorian laws relating to the sale of real estate, taxation, foreign investment, money laundering and terrorism. You may contact us between 9.00am and 5.00pm Monday to Friday (public holidays excepted) to gain access to or amend the personal information we hold about you. Our contact details are on the first page of this Authority. The main consequences for you if all or part of your personal information is not provided to us are that we may not be able to act for you and/or perform our obligations under this Authority or effectively liaise with persons with whom we will need to have contact to perform our obligations under this Authority, or otherwise carry out other instructions you give to us. I/We consent to the collection and use of my/our personal information for the above purposes.

Dated: Thu 25 Jul 2024

Signature of Agent:

Signature of Vendor(s):



25/07/2024

Kirsteen Ryder



25/07/2024

Steven Tony Marson

Revisions - 46 Wimbledon Boulevard, Strathtulloh Victoria 3338

Revised: 14 Oct 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 \$600,000 and \$630,000

The revised Estimate of Selling Price is: Range between \$599,000 and \$625,000

Revised: 14 Oct 24

Agent's Commission:

An amount equal to 1.75% (including GST) of the Sale Price.

Example

If sold at price of: \$625,000 GST N/A

Dollar amount of estimated commission: \$10,937.5

Including GST of \$994.32

Revised: 28 Oct 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 \$599,000 and \$625,000

The revised Estimate of Selling Price is: Range between \$580,000 and \$600,000

Revised: 28 Oct 24

Agent's Commission:

An amount equal to 1.75% (including GST) of the Sale Price.

Example

If sold at price of: \$600,000 GST N/A

Dollar amount of estimated commission: \$10,500

Including GST of \$954.55

Reserve Revised: 30 Nov 24

Previous Reserve: To Be Advised

Payable In: TBA

Revised Reserve: \$575,000

Payable In: TBA

Revised: 30 Nov 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 \$580,000 and \$600,000

The revised Estimate of Selling Price is: Range between \$575,000 and \$595,000

Revised: 30 Nov 24

Agent's Commission:

An amount equal to 1.75% (including GST) of the Sale Price.

Example

If sold at price of: \$575,000 GST N/A

Dollar amount of estimated commission: \$10,062.5

Including GST of \$914.77



30/11/2024 28/10/2024 14/10/2024 30/11/2024