

## EXCLUSIVE SALE AUTHORITY - PARTICULARS OF APPOINTMENT



### Agent Details

Agent: BELERIN PTY LTD ATF Belerin Unit Trust T/A Ray White

Bacchus Marsh

Address: Shop 31, 160-194 Main Street, Bacchus Marsh Victoria 3340

Attention: Belinda Lewin

Mobile:

ACN:

Phone:

Email: reception.bacchusmarsh@raywhite.com

### Vendor Details

Vendor: Melissa Jayne Coon

ABN/ACN: N/A /

Address: 51 Darcy Street, Maddingley Victoria 3340

Attention:

Phone:

Email: possum\_mel@hotmail.com

Mobile: 0400155543

Vendor: Daniel Alexander Coon

ABN/ACN: N/A /

Address: 51 Darcy Street, Maddingley Victoria 3340

Attention:

Phone:

Email: daniel\_coon@hotmail.com

Mobile: 0404845844

### Property Details

Property: 51 Darcy Street, Maddingley Victoria 3340

Goods included: All fixed floor coverings, window furnishings and electric light fittings as inspected, As per Contract of Sale

Goods excluded:

### Sale Terms

Exclusive authority period: 90 days

Continuing authority period: 30 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: TBA advertised @\$629,000-\$669,000 payable in Negotiable 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: \$639,000 and \$669,000

Revised amount: OR a range between: and

BS DC MC

### Agent's Commission (incl GST)

An amount equal to 2.200% (including GST) of the Sale Price.

#### Example

If sold at price of: \$669,000 GST N/A

Dollar amount of estimated commission: \$14,718

Including GST of \$1,338.00

### Marketing and Other Expenses (incl GST)

Advertising: \$2,249.00

Other: \$100.00

Admin

Total: \$2,349.00

Marketing expenses are payable on: Via realty assist

Dated: **Wed 21 Jan 2026**

Signature of Agent:

Signature of Vendor(s):



**22/01/2026**

Belinda Lewin



**22/01/2026**

Melissa Jayne Zabinskas



**22/01/2026**

Daniel Alexander Coon

**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
Signature of Agent:	Signature of Vendor(s):
 22/01/2026 Belinda Lewin	 22/01/2026 Melissa Jayne Zabinskas
 22/01/2026 Daniel Alexander Coon	

CAV 80 (02/16)

[consumer.vic.gov.au/estateagents](http://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](http://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>.

## **GENERAL CONDITIONS**

**16. Vendor Obligations**

- 16.1 If the Purchaser does not complete the purchase of the Property and forfeits the deposit, You will take all reasonable steps to recover any unpaid deposit from the Purchaser and/or any other person who may be liable for payment of the deposit and to pay the Commission and Marketing Expenses and any other moneys due and payable to Ray White Real Estate from the sum of the deposit paid or recovered.
- 16.2 If You fail to pay Ray White Real Estate any moneys due under this Authority within 30 days of receipt of Ray White Real Estate's invoice ("the due date for payment"), then if demanded by Ray White Real Estate You must pay interest at the rate fixed from time to time under Section 2 of the Penalty Interest Rates Act 1983 on the unpaid money (or the balance owing from time to time) calculated from the due date for payment to and including the day on which the unpaid money is paid in full.
- 16.3 If You are a natural person, a corporation or an incorporated association and a person signs on Your behalf, the person signing is responsible for the due performance of Your obligations as if that person was You.
- 16.4 If You are a corporation or an incorporated association, and Ray White Real Estate require You to do so the person signing this Authority will in addition have the directors of the corporation or the committee of the incorporated association sign a guarantee and indemnity in Ray White Real Estate's favour in a form acceptable to Ray White Real Estate's legal practitioner.
- 16.5 You irrevocably authorise Ray White Real Estate to deduct from any deposit moneys held by Ray White Real Estate the Commission, Marketing Expenses and any other money due to Ray White Real Estate pursuant to this Authority and any State and Federal taxes required to be deducted by law, including GST.
- 16.6 If the Property is sold and no deposit moneys are held by Ray White Real Estate, You will pay the Commission, Marketing Expenses and any other money due to Ray White Real Estate pursuant to this Authority and any State and Federal taxes required to be deducted by law, including GST.
- 16.7 If any deposit moneys are held by Your conveyancer or legal practitioner, You appoint Ray White Real Estate as Your attorney under power to direct and authorise the conveyancer or legal practitioner to pay to Ray White Real Estate on demand the Commission, Marketing Expenses and any other money due to Ray White Real Estate pursuant to this Authority and any State and Federal taxes required to be deducted by law, including GST. You agree to promptly ratify and confirm any exercise of the power of attorney if Ray White Real Estate request You to do so.

**17. Marketing Expenses**

Unless otherwise stated in the Particulars of Appointment, You will pay the maximum amount of Marketing Expenses to Ray White Real Estate on the signing of this Authority and in any event the Marketing Expenses will be payable on demand. When this Authority ends, Ray White Real Estate will provide You with an itemised list of the Marketing Expenses and any State and Federal taxes expended or payable. Ray White Real Estate will provide an itemised list at any other time that may reasonably be required by You.

**18. GST**

If this Authority requires You to pay or reimburse or contribute to an amount paid or payable by Ray White Real Estate in respect of an acquisition from a third party to which Ray White Real Estate are entitled to an input tax credit, the amount for payment or reimbursement or contribution will be the GST exclusive value of the acquisition by Ray White Real Estate plus the GST payable in respect of that supply but only if Ray White Real Estate's recovery from You is a GST taxable supply.

**19. Legal Compliance**

This Authority shall be interpreted so that it complies with all applicable laws. If any provision does not comply with any law then it must be read down so as to give it as much effect as possible. You agree to help facilitate Ray White Real Estate complying with the law in so far as it relates to the terms of this Authority. You agree to do all things necessary to rectify any part of this Authority that does not comply with any law insofar as it is necessary to give effect to the terms of this Authority including (but not limited to) amending any provision of this Authority that is not compliant with any law or sign a new Authority. If that is not possible You agree to rectify any aspect of this Authority that does not comply with the law.

**20. Definitions and Interpretation**

In this Authority unless otherwise required by the context or subject matter:

- 20.1 "Act" means the Estate Agents Act 1980.
- 20.2 "Authority" means this document as signed by You and as may be varied from time to time.
- 20.3 "binding offer" means:
  - 20.3.1 an offer at Your Price and on the terms set out in the Particulars of Appointment which would result in an enforceable contract of sale, if signed by You and exchanged with the Purchaser; or
  - 20.3.2 an enforceable contract of sale signed by You and the Purchaser at Your Price. For the purposes of clause 20.3.1 the offer must be in a contract of sale signed by the Purchaser and "Your Price" has the same meaning in clause 20.19.
- 20.4 "Commission" means the commission specified or calculated at the rate specified in the particulars of appointment.
- 20.5 "continuing authority period" means the number of days specified as such in the particulars of appointment commencing on expiry of the exclusive

authority period.

- 20.6** "deposit moneys" has the same meaning as defined in the Sale of Land Act 1962.
- 20.7** "enforceable contract of sale" means a contract which may be enforced by an order for specific performance and/or upon the breach of which either You or the Purchaser would be entitled to an award of damages.
- 20.8** "exclusive authority period" means the period commencing on the date of this Authority and continuing until the expiry of the number of days specified in the Particulars of Appointment.
- 20.9** "GST" means the goods and services tax payable in accord with the A New Tax System (Goods and Services Tax) Act 1999.
- 20.10** "introduced to the Property" means the person was made aware the Property was available to purchase no matter what the source. Without limiting the generality of the foregoing, a person will be deemed to have been introduced to the Property by Ray White Real Estate if the person became aware the Property was available for purchase as a result of viewing, hearing, or reading an advertisement of any nature published via any medium or any board, placard, sign or other literature referring to the availability of the Property and connected to Ray White Real Estate in any way.
- 20.11** "Ray White Real Estate" means any member of the Ray White Real Estate network of estate agents.
- 20.12** "Marketing Expenses" means the advertising and other expenses of Ray White Real Estate specified in the Particulars of Appointment.
- 20.13** "person" includes a natural person, a corporation and an incorporated association.
- 20.14** "Purchaser" means any person to whom the Property is sold.
- 20.15** "REIV" means The Real Estate Institute of Victoria Ltd (ACN 004 210 897).
- 20.16** "sold" is the result of obtaining a binding offer and "sale" and "sell" have corresponding meanings.
- 20.17** "security" includes mortgage, bond, debenture, covenant, charge, or appointment under the terms of which You are disposing of the Property.
- 20.18** "You" means the vendor named in the Particulars of Appointment.
- 20.19** "Your Price" means a price equal to or greater than Your Price stated in the Particulars of Appointment.
- 20.20** A reference to an act of Parliament includes an act amending or superseding the act referred to and any subordinate legislation.
- 20.21** If You or Ray White Real Estate comprise more than one person, the respective obligations are joint and separate.

# **Revisions - 51 Darcy Street, Maddingley Victoria 3340**

Revised: 22 Jan 26

Vendor Name: Melissa Jayne Coon (Previously: Melissa Jayne Zabinskas)

RL DC MC