Code 002
Exclusive Sale Authority

REIV
The Real Estate Institute of Victoria Ltd
ABN 81 004 210 897
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Particulars of Appointment.

Agent: Chandler & Co Real Estate ACN 149 199 244

Address: 1689 Burwood Hwy Belgrave

ACN: _____ **ABN:** _____

Attention: Brad Corder **Mobile:** 0422639115

Phone: 97576888 **Fax:** _____ **Email:** brad@chandlerandco.com.au

Vendor: Bruce Damman (As excobor erwin szakacs)

Address: 344 Don rd Badger creek.

ACN: _____ **ABN:** _____

Phone: _____ **Mobile:** 0434362120 **Email:** bruce.damman54@gmail.com

Property 16 Benson st belgrave

with goods being All fixtures + fitting as inspected

Exclusive authority period 120 days.

The Property is being sold ☐ with vacant possession **OR** ☐ subject to (a) tenancy
OR ☐ with either vacant possession or subject to (a) tenancy.

Vendor's price $ TBA payable in 30/60/90 days

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 between $ 550,000 and $ 600,000

A fixed *commission (including GST) of $ _____ **OR**

A *commission (including GST) being the following % of the sale price or calculated as follows:
2.2% of the Final Sale price inc gst

Dollar amount of estimated commission:

$ 13,200 including GST of $ 1,200

If sold at a ~~*GST inclusive~~ / ~~*GST exclusive price~~ / *not subject to GST of $ 600,000

*(*delete the ones that do NOT apply)*

(* Commission: Vendor please read the payment of commission terms at page 2, Item 1, before you sign this authority.)

Marketing Expenses (including GST).

Advertising $ 4736 Other Expenses $ _____ TOTAL $ 4736

Marketing Expenses are payable on

~~* the signing of this Authority / * written request~~ *(*delete the one that does NOT apply)* **DATE:** 29 / 5 /2025

AGENT	VENDOR(S)

Agent's Copy

04/12022

The agent shall be entitled to require payment of interest at the rate of 18% per annum on all overdue payments whether for outgoings or commission hereunder and the Vendor does hereby charge the property with payment of all monies falling due under this agreement and agrees to execute all or any documents in a form appropriate for registration to evidence such charge. Land Act 1958 – Section 88(2) – Pursuant to the Transfer of Land Act 1958 the Vendor hereby consents to the registration of any caveat by the Agent claiming a charge over the property for the Agent's commission.

9. Unless otherwise stated in the Particulars of Appointment, the Vendor will pay the maximum amount of Marketing Expenses to the Agent on the signing of this Authority and in any event the Marketing Expenses will be payable on written request. When this Authority ends, 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 reasonably be required by the Vendor.

10. If this Authority requires the Vendor to pay or 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, the amount for payment or 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 GST taxable supply.

11. On the written request of the Vendor, the Agent may sign a contract of sale which contains terms of sale agreed to by the Vendor.

12. An agreement of the Vendor and purchaser to cancel a contract of sale or the ending of a contract of sale as a result of a default of the Vendor or Purchaser does not relieve the Vendor of the obligation to pay the Agent's professional fees.

13. The Vendor authorises the Agent to do any or all of the following:

13.1 instruct the Vendor's Australian legal practitioner or conveyancer to prepare a Sale of Land Act section 32 statement and a contract of sale, agree the content of either document and advise and agree other amendments or additions to either document as may be desired or required at any time;

13.2 fill-up a standard form contract or contract to record the sale of the Property as permitted by the Estate Agents Act 1980 (the contract) or under any amending or superseding legislation;

13.3 negotiate and, with the Vendor's prior approval, agree and record - or have the Vendor's Australian Legal Practitioner or conveyancer record - the final terms and conditions of, and then obtain the signatures of the Vendor and the purchaser to, the contract;

13.4 attend to the exchange of the contract between the vendor and the purchaser;

13.5 receive the purchase price, or any part of it, payable for the Property;

13.6 to receive: a cooling-off notice given by a purchaser under the Sale of Land Act 1962 or any amending or superseding legislation, advice or a notice about a loan sought by a purchaser, advice or a notice about a pest inspection report and/or a building condition report, even if the Agent's authority has formally expired on the sale of the property.

13.7 to make public the sale price paid for, and other details of, the Property without disclosing the name of Vendor or the purchaser, in the interest of maintaining an informed property market. This authorisation is effective: notwithstanding a condition in the contract of sale for the Property, to which the Agent is not a party, purporting to restrict the availability of information about the sale of the Property and even though the Agent's authority formally expired on the sale of the Property.

Vendor's Copy

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Item 8. Commission sharing

* The Agent may share the commission with an employee who is an estate agent or an agent's representative, or with an estate agent who is the Agent's business partner. *(* If commission will be shared with anyone else, complete and attach the notice of commission sharing approved by the Director of Consumer Affairs Victoria, at the time of signing this Authority. The notice can be downloaded at* ***www.consumer.vic.gov.au*** *)*

Item 9. Vendor acknowledgements

The Vendor acknowledges:

9.1 being informed by the Agent the commission and Marketing Expenses are negotiable and having read Item 1 at page 2, before signing this Authority;

9.2 Marketing Expenses incurred during the period of this Authority must be paid, whether or not the Property is sold;

9.3 commission is payable in accordance with this Authority, if the Property is sold;

9.4 and agrees that his / her personal information will be collected and may be used, as provided in this Authority;

9.5 being informed the Agent has procedures for resolving complaints and disputes, before signing this Authority;

9.6 receipt of a copy of this Authority, at the time of signing;

9.7 if the Property is "residential property" as defined by the Estate Agents Act 1980, the Agent may be required by law to disclose details relating to the Property, including the sale price and date of sale, and also acknowledges this requirement cannot be altered by an agreement, arrangement or understanding between the Agent and the Vendor or between the Agent or the Vendor and any other person.

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