

Agency Agreement

This Agency Agreement is made the Monday day of 9th August 2021.

- This agreement consists of four parts: Sales Inspection Report, Terms and Conditions, Annexure A and Annexure B.
- All parts of this agreement must be read before signing.
- The Property and Stock Licensees Act 2002* and the *Property and Stock Licensees Regulation 2014* require all agreements to be in writing and contain the prescribed terms.

Sales Inspection Report

NAME:	Wardell No. 3 Pty Ltd ATF Wardell No. 3 Trust		
TRADING AS:			
ABN/ACN:	631 327 083 (Trust ABN: 58 237 599 243)	CONTACT:	Benn Lane
GST REGISTERED: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		MOBILE:	0404 064 608
CURRENT RESIDENTIAL ADDRESS:		WORK:	
98 Marks Point Road		EMAIL:	bennlane@bigpond.com
Marks Point NSW 2280			

(the Vendor)

NAME:	Bromers Pty Ltd		
TRADING AS:	Belle Property Byron Bay Lennox Head		
ABN/ACN:	69 166 408 975	CONTACT:	Braden walters
LICENCE NO.:	126 3651	MOBILE:	0411 63 73 73
GST REGISTERED: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		WORK:	6687 4447
ADDRESS: 8/63-65 Ballina Street		FAX:	na
Lennox Head NSW 2478		EMAIL:	braden.walters@belleproperty.com

(the Licensee)

PROPERTY	Address And Title Particulars	Proposed Lots 2-5 (# 6-20) Fitzroy Street, Wardell NSW 2477 Proposed Lots in an unregistered plan of subdivision of Auto Consols 2649-190 & 2512-218 Part Auto Consol 2649-190 & Part Auto Consol 2512-218		
IMPROVEMENTS		<input type="checkbox"/> House <input type="checkbox"/> Home Unit <input checked="" type="checkbox"/> Vacant Land	<input type="checkbox"/> Garage <input type="checkbox"/> Industrial Unit <input type="checkbox"/> Car space	<input type="checkbox"/> Carport <input type="checkbox"/> Commercial Unit <input type="checkbox"/> Storage space
INCLUDED CHATTELS		<input type="checkbox"/> blinds <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> pool equipment <input type="checkbox"/> solar panels <input type="checkbox"/> curtains	<input type="checkbox"/> dishwasher <input type="checkbox"/> rangehood <input type="checkbox"/> clothesline <input type="checkbox"/> TV antenna <input type="checkbox"/> other:	<input type="checkbox"/> light fittings <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> insect screens <input type="checkbox"/> stove
EXCLUDED CHATTELS		<input type="checkbox"/> personal effects and chattels <input type="checkbox"/> loose floor coverings <input type="checkbox"/> other:	<input type="checkbox"/> garden pots and ornaments <input type="checkbox"/> dishwasher	
TENANCY		<input checked="" type="checkbox"/> Vacant Possession <input type="checkbox"/> Subject to existing tenancies Managing Agent: _____ Term: <input type="checkbox"/> fixed <input type="checkbox"/> periodic Commencement Date: _____ End Date: _____ Rent: \$ _____ p.w / p.m / p.a Security Bond: \$ _____ Bond with Small Business Commissioner / other: <input type="checkbox"/> Yes <input type="checkbox"/> No Details: _____ Enclosed Tenancy Agreement: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
ENCUMBRANCES (list of easements / covenants / defects / local government notices / orders affecting the property and known to the Licensee)		Not known to agent at the time of inspection		
LICENSEE'S RECOMMENDED METHOD OF SALE		<input type="checkbox"/> Private Treaty <input type="checkbox"/> Auction		
VENDOR'S SOLICITOR:		Rostron Carlyle Rojas Lawyers Suite 5, Level 13, 88 Phillip Street Sydney NSW 2000 DX 272 Sydney Responsible Solicitor: Klevis Klogjiri Email: k.klogjiri@rcrlaw.com.au Phone: 02 9307 8900		
TERM		<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input type="checkbox"/> Other: <u>6 months</u>		
SALE PRICE:		Licensee's Estimate of the Selling Price: \$ <u>495,000</u> Licensee's Recommendation as to Most Suitable Method of Sale: <u>Private treaty</u> Advertised Price: \$ <u>\$500,000-\$550,000</u>		
LICENSEE'S MARKETING EXPENSES		\$ <u>395 per lot</u>		
SPECIAL INSTRUCTIONS ABOUT THE MARKETING AND SHOWING OF THE PROPERTY				
SPECIAL CONDITIONS/ INSTRUCTIONS		See Annexures "A" and "B"		
Was the Approved Guide provided to the Vendor and if so, when?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Date: <u>09/08/2021</u>		
Date of Preparation of Inspection Report		Date: <u>9 August 2021</u>		

Terms & Conditions

DEFINITIONS

"Government and other imposts" includes State and Federal Taxes and any tax in the nature of a goods or services tax and any other taxes or charges debited by banks or financial institutions against the account of the Licensee in relation to receipts or expenditures associated with the operation of this agreement.

"Introduced" – A person shall be deemed to have been "introduced" to the Vendor or the Property by the Licensee if the fact that the Property is available for sale is made known to that person by or through the Licensee and, without limiting the generality of this paragraph, a person shall be deemed to have been introduced to the Property by the Licensee if that person becomes aware that the Property is available for sale as a result of reading any advertisement, notice or placard referring to the availability of the Property for sale, published or erected by or in the name of the Licensee.

"Listing Agent" means the person who executes this agency agreement on behalf of the Licensee/Agent.

"Person" includes a corporation.

"Licensee" and **"Agent"** where appearing mean the same and may be used interchangeably.

Words importing one gender include the other and the singular includes the plural and vice versa.

1. APPOINTMENT AND TERM

- 1.1 The Vendor is the registered proprietor of the Property or has the right to sell the Property in both equity and law.
- 1.2 The Licensee is engaged in the business of marketing, promoting and selling real estate.
- 1.3 In consideration of the Licensee agreeing to use the Licensee's best endeavours to sell the Property, the Licensee is appointed and authorised to sell the Property on behalf of the Vendor, as exclusive selling agent for the sale of the Property, for the period commencing on 9 August, 2021 and ending at 5PM on 9 January 2022 (**'Exclusive Agency Period'**) and as non-exclusive agent for the sale of the Property for the period commencing at the expiration of the Exclusive Agency Period and terminating on the earlier of the sale of the Property or immediately upon written notice given by the Vendor to the Licensee (**'Non Exclusive Agency Period'**).
- 1.4 If the Exclusive Agency Period exceeds 90 days, the Vendor may terminate the agency agreement (without penalty) by giving notice in writing to the Licensee any time after the end of the first 90 days, effective immediately. This clause does not apply to an agency agreement on the sale of residential property where the contract for sale provides for the construction by the seller of a dwelling on the land.
- 1.5 In the event that the Listing Agent executing this agreement is no longer employed or engaged by the Licensee, then this agreement may be terminated by the Vendor by notice in writing effective immediately.
- 1.6 The Licensee shall cease marketing and offering for sale the Property immediately upon written notice of termination from the Vendor and shall continue to abide by the obligation to refrain from sharing with any third party any Confidential Information.

2. PRICE

- 2.1 The Licensee shall offer the Property for Sale at the Advertised Price as listed in the Property Inspection Report (unless sold by auction) or as may otherwise be approved by the Vendor in writing.

3. LICENSEE'S COMMISSION AND REMUNERATION

- 3.1 The Licensee's GST inclusive commission shall be calculated on the GST inclusive selling price as per the **attached** Annexure A.
- 3.2 The Licensee's commission, as outlined in Annexure A, shall only be paid if:
 - (a) during the Exclusive Agency Period the Vendor enters into a contract (which includes by way of an option being exercised) for the sale of the Property, whether or not that person was introduced to the Vendor or to the Property by the Licensee, and such contract is completed;
 - (b) where the Vendor is a corporation, during the Exclusive Agency Period the Vendor enters into a contract to sell one or more shares in the Vendor;
 - (c) a person has been effectively introduced to the Property, during the Exclusive Agency Period or during the Non Exclusive Period, and that person, during the Exclusive Agency Period or during the Non Exclusive Period or within 30 days of termination of this agreement enters into a contract for sale (which includes by way of an option being exercised or the sale of shares in the Vendor (where the Vendor is a corporation)) for the sale of the Property and such contract is completed.
- 3.3 The Commission is due and payable by the Vendor to the Agent immediately upon completion of the sale of the Property.
- 3.4 **IMPORTANT:** *This is an exclusive agency agreement. This means you may have to pay the agent commission even if another agent (or you), during the Exclusive Agency Period sells the property or introduces a buyer who later buys the property and such contract is completed (subject to the terms of this agency agreement).*
- 3.5 **WARNING:** *Have you signed an agency agreement for the sale of this property with another Licensee? If you have you may have to pay 2 commissions (if this agreement or the other agreement you have signed is a sole or exclusive agency agreement).*
- 3.6 The Commission as outlined in Annexure A cannot be varied except as agreed in writing by the Vendor.

4. EXPENSES AND CHARGES

- 4.1 The Licensee is entitled to charge the Vendor for an amount reasonably and actually incurred being the Licensee's Marketing Expenses as outlined in the Sales Inspection Report (if any) or as agreed by the Vendor in writing from time to time.
- 4.2 The Licensee's Marketing Expenses are payable on the earlier of:
 - (a) completion of the sale of the Property; or
 - (b) termination of this Agreement.

5. ADVERTISING AND PROMOTION

5.1 Manner of Advertising and Promotion:
As per agreed marketing plan.

5.2 Signboard

☒ Yes ☐ No

5.3 Marketing

- (a) The Vendor will not pay a separate marketing fee for advertising on all available platforms. The Licensee's marketing expenses shall be limited to the amount disclosed in Sales Inspection Report.
- (b) Off the plan sales are not to be listed on the www.domain.com.au or www.realestate.com.au websites.

6. INSPECTION OF PROPERTY

6.1 Inspection of the property by prospective purchasers may be conducted in the following circumstances:

Only with the Licensee or its representative.

7. DISCLOSURE OF REBATES, DISCOUNTS AND COMMISSIONS [If no rebates etc. are received write "Nil"]

The Licensee discloses the following rebates, discounts and commission (if any) and the Vendor agrees that the Licensee may keep any such rebates, discounts or commissions which are disclosed.

Name of Source or Rebate	Estimated Amount of Rebates, Discounts or Commissions
Justice Fox	30% referral

8. OTHER SERVICES [If no such services are being provided write "Nil"]

The Licensee undertakes to carry out the following additional services (if any)

Services	Price	When due
NIL	NIL	NIL

9. AUTHORISATIONS AND CONJUNCTION

- 9.1 The Vendor and the Licensee warrant that they have authority to enter into this Agreement.
- 9.2 The Licensee is not authorised to sign a Contract for Sale on behalf of the Vendor.
- 9.3 The Vendor warrants that the Vendor has to the best of the Vendor's knowledge and awareness, disclosed information that is true and accurate in relation to the Property.
- 9.4 The Licensee may allow other licensed real estate agents to Sell the Property in conjunction with the Licensee provided only one amount of Commission as outlined in this Agreement is payable by the Vendor.

The Agent discloses that it will enter, simultaneously with this agreement, into a conjunction agreement with Justice Fox Property Group Pty Ltd (ABN 31 626 387 960) ('Conjunction Licensee') for the sale of the Property as outlined in Annexure B herein. The Conjunction Licensee will be the main point of contact between the Licensee and the Vendor as outlined in the conjunction agreement.

9.5 The Vendor authorises the Licensee to, as soon as practicable after receiving each offer, present all offers from potential purchasers to the Conjunction Licensee

9.6 The Vendor authorises the Licensee, upon receipt of an order from the Purchaser or the Purchaser's solicitor or licensed conveyancer authorising the Licensee to account to the Vendor for the deposit, to deduct from any monies held by the Licensee on behalf of the Vendor the Commission and all expenses charges and fees payable to the Licensee under this agreement.

9.7 The Vendor acknowledges that by signing this agreement, the Vendor may be precluded from selling the property during the Exclusive Agency Period without paying a commission, subject to the terms of this Agreement.

9.8 The Vendor will keep the Licensee indemnified against all actions, claims and demands brought against, and all costs, losses and liabilities incurred by the Licensee in the course or arising from the proper exercise or proper performance of the Licensee's authorities under this Agreement.

10. VENDOR WARRANTIES, AUTHORISATIONS, INDEMNITIES AND OBLIGATIONS

10.1 The Vendor acknowledges that pursuant to the Property Stock and Business Agents Act 2002, the Licensee is required to disclose all "material facts" relating to the Property to any prospective or actual purchaser. A "material fact" is a fact that would be important to a reasonable person in deciding whether or not to proceed with a particular transaction or matter as prescribed by the Act.

10.2 The Vendor warrants that it has supplied to the Licensee all relevant details and information relating to anything which may be considered a "material fact" in relation to the Property. If the Vendor becomes aware of any further information after entering into this Agreement it will as soon as possible provide that information to the Licensee.

10.3 The Vendor authorises and directs the Licensee to disclose anything which may be a "material fact" in relation to the Property to any actual or prospective purchaser of the property.

10.4 The Vendor will keep the Licensee indemnified against all actions, claims and demands brought against, and all costs, losses and liabilities incurred by the Licensee arising from or connected with a failure on the part of the Vendor to disclose information in accordance with this Clause or as a result of the Vendor providing false, misleading or deceptive information to the Licensee.

11. GENERAL, DISCLOSURE, ACKNOWLEDGEMENTS AND WARNINGS

11.1 The Vendor and Licensee agree that the Contract for Sale of the Property may require the Licensee to hold the deposit as stakeholder as follows:

- (a) In the Licensee's trust account; or
- (b) If directed by the Contract for Sale or the Vendor and Purchaser, in an investment account in terms of such direction;

until the sale is completed.

11.2 Financial and Investment Advice

WARNING: Any financial or investment advice provided to the Vendor by the Licensee is general advice and does not take into account the individual circumstances of the Vendor or the Vendor's objectives, financial situation or needs. The Vendor must seek and rely on his/her/its own independent financial and investment advice from an appropriate licensed financial adviser.

11.3 Availability of Contract for Sale

The Licensee must not offer residential property for sale unless the required documents are all available including a copy of the proposed contract for the property at the Licensee's registered office for inspection by a prospective purchaser. The Vendor will provide that copy to the Licensee as soon as is practicable.

12. GST

The Vendor must pay any goods and services tax payable at the then current rate in respect to anything done or supplied by the Licensee under this Agreement or reimburse the Licensee on demand for any such tax paid by the Licensee. If at any time the GST rate is changed, the parties agree that the fees set out in this agreement will be amended in accordance with the rate change. For the avoidance of doubt, all amounts herein, including the commission charged are GST inclusive.

13. CONFIDENTIAL INFORMATION AND PRIVACY ACT

13.1 The Privacy Act 1988 (Cth) regulates the collection, use, storage and disclosure of personal information of the Vendor by the Licensee. The Licensee will collect personal information about the Vendor in order to effectively carry out the Agent's obligations under this Agreement.

13.2 The Vendor consents to personal information being collected by the Licensee pursuant to this agreement. Such information will be collected from the Vendor directly or from authorised third parties (including information that is in the public domain). All personal information is stored by the Licensee at its premises or at the premises of a third-party service provider of the Licensee.

13.3 Such information may include the information provided by the Vendor in this Agreement, together with any other personal information of the Vendor required by the Licensee to effectively carry out the Licensee's obligations under this Agreement.

13.4 The Vendor may review or correct any personal information of the Vendor held by the Licensee by contacting the Licensee using the information set out in this Agreement. The Vendor may also direct any queries and complaints about the Licensee's collection, use, storage or disclosure of the Vendor's personal information to the Licensee using the information outlined in this Agreement.

13.5 The parties to this Agreement acknowledge and agree that they have been given the opportunity to seek independent legal and financial advice with respect to the content and effect of this Agreement and have sought such advice as they deem necessary.

14. ELECTRONIC TRANSACTIONS ACT 2000

14.1 For the purposes of section 8 of the Electronic Transactions Act 2000 (NSW), the parties consent to information being given by electronic communication.

14.2 This Agreement may be entered into and becomes binding on the parties named in the Agreement upon one party signing the Agreement that has been signed by the other party (or a photocopy or facsimile copy of the same) and transmitting an email or facsimile copy thereof to the other party or to the other party's Licensee or solicitors.

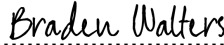
14.3 The requirements of section 9(1)(a) of the Electronic Transactions Act 2000 (NSW) will be met with respect to signing of this agreement for exchange if a party or a party's solicitor forwards by facsimile transmission or email to the other party or other party's solicitor a scanned copy of the agreement electronically signed by the party (i.e via DocuSign or similar platform). For the purposes of s9(1) of the Electronic Transactions Act 2000 (NSW) each party consents to the signed counterparts being provided for exchange by the method described in this clause.

15. COOLING-OFF PERIOD

COOLING-OFF PERIOD: You (the Vendor) have a cooling-off period for this agreement. If you do not wish to continue with this agreement you can cancel it until 5 pm on the next business day or Saturday.

Vendor waives cooling off rights: ☐ Yes ☒ No

EXECUTION:


DocuSigned by:

 EA01612B038145B...
Licensee

Braden Walters

Name:

9/8/2021 | 11:08 AM AEST

Date:

DocuSigned by:

 D18EF172754DE...
Vendor

Benn Lane

Name:

8/8/2021 | 6:10 PM PDT

Date:

Annexure “A” – Commission

Vendor:	Wardell No. 3 Pty Ltd ATF Wardell No. 3 Trust	
Address:	Proposed Lots 2-5 (# 6-20) Fitzroy Street, Wardell NSW 2477	
Licensee:	braden walters	
Fair market value of the Property is agreed to be:		\$ 495,000
The listing price is agreed to be:		\$ 495,000

Commission

Commission – Weeks 1 to 4 (From the commencement of the Agency Agreement)

- 2.2 % commission for any sale price

The Commission is payable strictly as outlined in the Agency Agreement and in circumstances where the Licensee has engaged a Conjunction Agent, only the above commission shall be payable by the Vendor to the Licensee.