EXCLUSIVE SALE AUTHORITY - PARTICULARS OF APPOINTMENT



Agent Details

Agent:PAW Daylesford Pty Ltd T/A Belle Property DaylesfordACN:601 950 896Address:58 Vincent Street, Daylesford Victoria 3460ABN:33 195 268 504

Attention: Annette Leary

Phone: (03) 5348 1700 Mobile: 0407917054

Email: annette.leary@belleproperty.com

Vendor Details

Vendor: Smeaton Land Pty Ltd ACN:

Address: 43/10-20 Gwynne Street, Cremorne Victoria 3121 ABN: 28 136 574 196

Attention: Kyle James Reeve as Director for Smeaton Land Pty Ltd, Address - 43/10-20 Gwynne Street, Cremorne Victoria 3121, Mobile - 0400555557,

Email - kyle@gestaltproperty.com.au

Phone: Mobile: 0400555557

Email: kyle@gestaltproperty.com.au

Property Details

Property: 32 frederick Street, Smeaton Victoria 3364

Goods included: Land only

Goods excluded:

Sale Terms

Exclusive authority period: 150 days

Continuing authority period: 30 days from the end of the exclusive authority period

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: \$299,999 payable in As per contract days

settlement details

Agent's Estimate of Selling Price (ESP)

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: \$270,000 and \$297,000

Revised single amount: OR a range between: and

Agent's Commission (incl GST)

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

Example

If sold at price of: \$299,999 GST N/A

Dollar amount of estimated commission: \$6,599.98

Including GST of \$600.00

Marketing expenses (incl GST)

Advertising: \$0.00	Other: \$0.00		Total:	\$0
Marketing expenses are payable on:	signing of this Authority OR	written request		
Agent:		Vendor(s) Signature(s):		
		[2]		
29/11/2022		30/11/2022		

Kyle James Reeve as Director for Smeaton Land Pty Ltd

Date: Tue 29 Nov 2022

Annette Leary

TERMS OF APPOINTMENT

1. Belle Property's Entitlement to Commission

You agree to pay Belle Property the Commission on the terms of this Authority if the Property is sold:

- 1.1 by Belle Property during the exclusive authority period or by any other person (including You or another agent); or
- 1.2 by Belle Property during the continuing authority period; or
- 1.3 by Belle Property to a person introduced to the Property before You signed this Authority and to whom, as a result of the introduction, the Property is sold: or
- 1.4 within 120 days after the expiration of the exclusive authority period to a person introduced to the Property by Belle Property 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 Belle Property 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 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, Belle Property's exclusive authority period ends.
- 3.2 You may cancel the continuing authority period at any time by written notice to Belle Property.
- 3.3 Clause 1 continues to apply, if the continuing authority period is cancelled.

4. Your Acknowledgements

You acknowledge:

- 4.1 being informed by Belle Property before signing this Authority that 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 Belle Property has relied on the information provided by You to prepare this Authority and Belle Property will not be liable for any incorrect information and agree that Your personal information will be collected and may be used by Belle Property, as provided in this Authority;
- 4.6 being informed by Belle Property before signing this Authority that Belle Property have 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 Belle Property 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 Belle Property 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 Belle Property to share such commissions, if requested by Belle Property.

7. Rebate

Belle Property 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. Belle Property 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. Belle Property must pay You any rebate Belle Property receives in relation to the sale of Your property. If Belle Property 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, Belle Property 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 Belle Property 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 Belle Property 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 Belle Property, that person will procure the execution of a guarantee and indemnity in favour of Belle Property 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 Belle Property's legal practitioner.

11. Role as Stakeholder

If while a stakeholder Belle Property 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 Belle Property may retain out of the deposit moneys an amount equal to Belle Property's Commission and/or Marketing Expenses that Belle Property are then or will become entitled to and any other moneys that Belle Property are or will become entitled to by law in relation to the sale of the Property.

12. Dispute Resolution

Belle Property has procedures for resolving complaints and disputes arising from the operation of Belle Property 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 Belle Property has taken the amount in dispute, whichever is later

14. Belle Property's Role

Belle Property will advertise, market and endeavour to sell the Property. You authorise Belle Property to instruct your legal practitioner or conveyancer to prepare a Sale of Land Act Section 32 Statement and a Contract of Sale and 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. Belle Property may also complete a standard form Contract of Sale to record the sale of the Property as permitted by the Estate Agents Act or any amending legislation.

15. Collection and use of personal information

- 15.1 Belle Property may collect personal information in relation to You and use it in relation to selling the Property. Belle Property may provide it to others with whom Belle Property need to have contact in connection with performing Belle Property's role as estate agent.
- 15.2 Belle Property 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 Belle Property to promote Belle Property'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 Belle Property during normal business hours Monday to Friday (excluding public holidays) to gain access to or amend any of Your personal information. Belle Property'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 Belle Property, then Belle Property may not be able to act for You and/or effectively perform Belle Property's role as estate agent.
- 15.5 Belle Property will use personal information in accordance with the Privacy Policy and the Privacy Collection Notice adopted by Belle Property. The Privacy Policy and the Privacy Collection Notice can be viewed at https://www.belleproperty.com.au/privacy-policy

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 Belle Property from the sum of the deposit paid or recovered.
- 16.2 If You fail to pay Belle Property any moneys due under this Authority within 30 days of receipt of Belle Property's invoice ("the due date for payment"), then if demanded by Belle Property 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 Belle Property 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 Belle Property's favour in a form acceptable to Belle Property's legal practitioner.
- 16.5 You irrevocably authorise Belle Property to deduct from any deposit moneys held by Belle Property the Commission, Marketing Expenses and any other money due to Belle Property 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 Belle Property, You will pay the Commission, Marketing Expenses and any other money due to Belle Property 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 Belle Property as Your attorney under power to direct and authorise the conveyancer or legal practitioner to pay to Belle Property on demand the Commission, Marketing Expenses and any other money due to Belle Property 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 Belle Property 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 Belle Property on the signing of this Authority and in any event the Marketing Expenses will be payable on demand. When this Authority ends, Belle Property will provide You with an itemised list of the Marketing Expenses and any State and Federal taxes expended or payable. Belle Property 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 Belle Property in respect of an acquisition from a third party to which Belle Property 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 Belle Property plus the GST payable in respect of that supply but only if Belle Property'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 Belle Property 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 "amount owing under the security" means principal, interest, costs, and expenses payable by the legal or equitable owner of the Property under the terms of the security pursuant to which You are disposing of the Property.
- 20.4 "binding offer" means:
 - 20.4.1 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
 - 20.4.2 an enforceable contract of sale signed by You and the Purchaser at Your Price.
 - For the purposes of clause 20.4.1 the offer must be in a contract of sale signed by the Purchaser and "Your Price" has the same meaning in clause 20.20.
- 20.5 "Commission" means the commission specified or calculated at the rate specified in the Particulars of Appointment.
- 20.6 "continuing authority period" means the number of days specified as such in the Particulars of Appointment commencing on expiry of the exclusive authority period.
- 20.7 "deposit moneys" has the same meaning as defined in the Sale of Land Act 1962.
- 20.8 "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.
- 20.9 "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.
- 20.10 "GST" means the goods and services tax payable in accordance with the A New Tax System (Goods and Services Tax) Act 1999.
- 20.11 "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 Belle Property 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 Belle Property in any way.
- 20.12 "Belle Property" means any member of the Belle Property network of estate agents.
- 20.13 "Marketing Expenses" means the advertising and other expenses of Belle Property specified in the Particulars of Appointment.
- 20.14 "person" includes a natural person, a corporation and an incorporated association.
- 20.15 "Purchaser" means any person to whom the Property is sold.
- 20.16 "REIV" means The Real Estate Institute of Victoria Ltd (ACN 004 210 897).
- 20.17 "sold" is the result of obtaining a binding offer and "sale" and "sell" have corresponding meanings.
- 20.18 "security" includes mortgage, bond, debenture, covenant, charge, or appointment under the terms of which You are disposing of the Property.
- 20.19 "You" means the vendor named in the Particulars of Appointment.
- 20.20 "Your Price" means a price equal to or greater than Your Price stated in the Particulars of Appointment.
- 20.21 A reference to an act of Parliament includes an act amending or superseding the act referred to and any subordinate legislation.
- 20.22 If You or Belle Property comprise more than one person, the respective obligations are joint and separate.

AUTHORITY FOR ENQUIRIES AND OFFERS

WARNING

The Australian Consumer Law prohibits Belle Property as your Estate Agent making false or misleading representations about the price payable for the Property. If you have a price that you want for the Property at the time you list it for sale with Belle Property or during the sale campaign, please tell what it is. If during the sale campaign you change your price, please confirm the new price.

Vendor Details

Vendor: Smeaton Land Pty Ltd ACN:

 Address:
 43/10-20 Gwynne Street, Cremorne Victoria 3121
 ABN:
 28 136 574 196

 Phone:
 Mobile:
 0400555557

Email: kyle@gestaltproperty.com.au

Property Details

Property: 32 frederick Street, Smeaton Victoria 3364

You authorise Belle Property to deal with enquiries or offers for the Property as follows:

1. Enquiries or offers NOT in a contract of sale

a) all enquiries or offers in any form, other than a contract, no limitation	a) a	all end	iuiries oi	r offers i	n anv	form.	other than a	a contract.	. no	limitation	on
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* please refer all enquiries or offers, whether or not in writing, for the Property to me/us when you receive them, except for enquiries or offers in a contract of sale.

b) only written enquiries or offers in any form, other than a contract, no limitations

* please refer all written enquiries or offers, you receive for the Property, not in a contract of sale, to me/us when you receive them. A "written" enquiry or offer is one in a letter, facsimile, email or SMS, but not one in a contract of sale.

2. Enquiries or offers IN A CONTRACT OF SALE - auction/private sale

signed contract of sale and deposit required - no price requirement

* please refer enquiries or offers in a contract of sale for the Property to me/us when you receive them, if the contract of sale is signed by the intending purchaser(s), or their agent authorised in writing and accompanied by a deposit of:

* 10.00 %

of the purchase price.

The deposit may be a deposit bond or bank guarantee. If I/we are prepared to accept the deposit in the form of a deposit bond or bank guarantee, you are not to present the enquiry or offer to me/us until you are advised by my/our legal adviser/conveyancer the amount and form of deposit bond or bank guarantee is acceptable. The deposit may not be a deposit bond or bank guarantee if this box is not selected. (*complete).

3. Auction / Expressions of Interest - I/we will not consider enquiries or offers before auction or Expression of Interest closing date

*please inform all enquirers that I/we will not consider any offers or enquiries, whether or not in a contract of sale, made before the auction or expression of interest closing date.

Important advice for the estate agent

When this form is completed, dated and signed by your vendor(s) put it in your sale file with your authority. If your vendor changes an authorisation, record their new authorisation on another of this form and when completed, dated and signed put in your sale file with your authority. Do this each time your vendor(s) changes an authorisation. Keep all your vendor(s) authorisations in your sale file, even if they are superseded by later ones.

Agent Signature

Annette Leary

20/11/2022

Vendor(s) signature(s)

Kyle Reeve 30/11/2022

Kyle James Reeve as Director for Smeaton Land Pty Ltd

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.

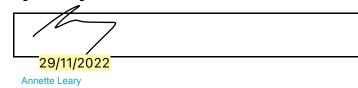
The Agent's commission will be shared with other people (other than a licensed estate agent or an agent's representative employed by the agent, or a licensed agent who is in partnership with the agent.)

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
3206 Property Pty Ltd t/as Belle Property Albert Park ACN 069 749 542 / ABN 93 064 236 763, 29 Victoria Avenue Albert Park, 3206	Entity within Belle Property
Anile Investments Pty Ltd t/as hockingstuart Altona ACN 151 241 477/ABN 18978216020, 50 Pier Street, Altona 3018	Entity within Hocking Stuart
3143 Property Pty Ltd t/as Belle Property Armadale ACN 064 863 207 / ABN 57064863207, 1258 High Street Armadale, 3143	Entity within Belle Property
Boroondara Real Estate Pty Ltd t/as Belle Property Balwyn ACN 144 049 249 / ABN 63 144 049 249, 544 Whitehorse Road, Surrey Hills, 3127	Entity within Belle Property
HSEN Pty Ltd t/as hockingstuart Bentleigh ACN 620 366 065 / ABN 59 620 366 065, 379 Centre Road, Bentleigh, 3204	Entity within Hocking Stuart
Rowalk Pty Ltd t/as hockingstuart Berwick ABN 97 127 000 873 / ACN 127000873, 2/16 Langmore Lane, Berwick, 3806	Entity within Hocking Stuart
Mornington Peninsula Realty Pty Ltd t/as Belle Property Blairgowrie ACN 165 492 946 / ABN 62750338501, 2819 Point Nepean Road, Blairgowrie, 3942	Entity within Belle Property
3000 Real Estate Pty Ltd t/as Belle Property Carlton & Belle Property Melbourne ACN 620 072 362 / ABN 50 620 072 362, 129 Elgin Street, Carlton VIC 3053	Entity within Belle Property
HS Brighton Sales Pty Ltd t/as Belle Property Brighton ACN 620 365 899 / ABN 92 620 365 899, 109 Church Street Brighton, 3186	Entity within Belle Property
Western Real Estate Services Pty Ltd t/as hockingstuart (Caroline Springs)ACN 617 045 495 / ABN 59 818 436 807 , 10 - 20 Lake Street Caroline Springs VIC, 3023	Entity within Hocking Stuart
Glen Eira Real Estate Pty Ltd t/as Belle Property Caulfield ACN 078 007 119 / ABN 23294225225, 616 Glenhuntly Road Caulfield, 3162	Entity within Belle Property
Mavrocarty Pty Ltd t/as Belle Property Commercial South Melbourne ACN 621 415 674 / ABN 72 872 329 189, Level 1, 170 Dorcas Street, South Melbourne, 3205	Entity within Belle Property Commercial
Murphy Group Pty Ltd t/as Hockingstuart Cranbourne ACN 636 937 963 / ABN 59 636 937 963, 2/13 Playne Street, Frankston, 3199	Entity within Hocking Stuart
PAW Daylesford Pty Ltd t/as Belle Property Daylesford and t/as Belle Property Trentham ACN 601 950 896 / ABN 33 195 268 504, 58 Vincent Street Daylesford, 3460	Entity within Belle Property
Southern Peninsula Real Estate Pty Ltd t/as Belle Property Dromana ACN 149 736 158 / ABN 14 096 357 849, 287 Point Nepean Road, Dromana 3936	Entity within Belle Property
OSR Enterprises Pty Ltd t/as hockingstuart Epping, ACN 167 040 860 / ABN 89 944 694 650, 813 High Street, Epping, 3076	Entity within Hocking Stuart
Hocking Stuart (Frankston) Pty Ltd t/a hockingstuart Frankston, ACN 108 132 538 / ABN 17 840 042 003, 11 Playne Street, Frankston, 3199	Entity within Hocking Stuart
Greater Geelong Real Estate Pty Ltd t/as hockingstuart Geelong, ACN 158 807 919/ 96831075911, 88 Ryrie Street Geelong, 3220	Entity within Hocking Stuart
English Burke Pty Ltd t/as Belle Property Glen Iris ACN 165 086 420 / ABN 48 571 422 899, 208 Tooronga Road, Glen Iris, 3146	Entity within Belle Property
HSGW PTY LTD t/as Belle Property Glen Waverley ACN 607 361 893 / ABN 41607361893, 8 Kingsway, Glen Waverley, 3150	Entity within Belle Property
Melton Shire Realty Pty Ltd t/as hockingstuart Melton ACN 152 615 819 / ABN 93 885 612 172, 277 High Street, Melton, 3337	Entity within Hocking Stuart
First Fire Pty Ltd t/as Belle Property Mentone ACN 146 200 277 / ABN 30 466 397 684, 117-119 Mentone Parade Mentone, 3194	Entity with Belle Property
Mornington Peninsula Property Sales Pty Ltd t/as Belle Property Mornington, 204 Main Street, Mornington, 3931 ACN 620 411 010 / ABN 53 963 213 993	Entity within Belle Property

Mornington Peninsula Property Sales Pty Ltd t/as Belle Property Mount Eliza, ACN 620 411 010 / ABN 53 963 213 993, 38 Mount Eliza Way, Mount Eliza 3930	Entity within Belle Property
Dierrn Pty Ltd t/as Belle Property Mt Waverley ACN 113 738 471 / ABN 33135362022, 361 Waverley Road, Mount Waverley, 3149	Entity within Belle Property
Ledgal Pty Ltd t/as Hockingstuart Preston ACN 631 527 305 / ABN 28 631 527 305, 555 High Street, Preston, 3072	Entity within Hocking Stuart
High Realty Pty Ltd t/as Hockingstuart Reservoir ACN 099 066 789 / ABN 11 743 394 368, 268 Broadway, Reservoir, 3073	Entity within Hocking Stuart
3121 Property Pty Ltd t/as Belle Property Richmond ACN 080 596 603 / ABN 70136678470 211 Bridge Road, Richmond, 3121	Entity within Belle Property
Aubrae Holdings Sales Pty Ltd t/as hockingstuart Ringwood ABN 47 638 064 981 / ACN 638 064 981, 76-82 Maroondah Highway Ringwood 3134	Entity within Hocking Stuart
Melrose Sales Pty Ltd t/as Belle Property Sandringham ACN 068 242 973 / ABN 59 068 242 973, 62-64 Station Street, Sandringham, 3191	Entity within Belle Property
3206 Property Pty Ltd t/as Belle Property South Melbourne ACN 069 749 542 / ABN 93 064 236 763, 151-153 Clarendon Street, Southbank VIC 3006	Entity within Belle Property
3141 Property Pty Ltd t/as Belle Property South Yarra ACN 080 958 167 / ABN 14080958167, 85 Toorak Road, South Yarra, 3141	Entity within Belle Property
St Kilda Real Estate Pty Ltd t/as Belle Property St Kilda ACN 066 886 137 / ABN 35 066 886 137, 204-212 Barkly Street, St Kilda, 3182	Entity within Belle Property
Zebrette Pty Ltd t/as hockingstuart Sunshine ACN 613 506 148 / ABN 53613506148 134 Durham Road Sunshine, 3020	Entity within Hocking Stuart
Western Region Realty Pty Ltd t/as hockingstuart Werribee ACN 132 529 205 / ABN 42 085 223 424, 34 Station Place, Werribee, 3030	Entity within Hocking Stuart
Anile Investments Pty Ltd t/as hockingstuart Williamstown ACN 151 241 477 / ABN 18 978 216 020, 28 Douglas Parade Williamstown 3016	Entity within Hocking Stuart
L & L Dardha Real Estate Pty Ltd t/as hockingstuart Yarraville ACN 150 719 252 / ABN 68341100500 31 - 33 Ballarat Street, Yarraville, 3013	Entity within Hocking Stuart

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Signature of Vendor(s)

Kyle Leeve
30/11/2022

Kyle James Reeve as Director for Smeaton Land Pty Ltd

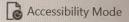
CAV 80 (02/16)

consumer.vic.gov.au/estateagents



Authority attachment

Smeaton East Commission Agreement





Smeaton East Commission Agreement

- 1.1 Subject to any other conditions contained in this Agreement and receipt of a proper tax invoice from the Agent, the Principal agrees to pay the Commission to the Agent following a Sale of each individual land parcel as follows:
 - (a) 50% of the Commission 30 days after a tax invoice is received following a Sale of an individual land parcel being effected; and
 - (b) if Settlement occurs, the balance of the Commission is payable after Settlement.
- 1.2 If a Sale fails to settle for any reason whatsoever as required under a Contract of Sale, the Agent will only be entitled to that part of the Commission paid. The Agent is not entitled to any part of the Commission payable therafter
- 1.3 Despite any provision to the contrary, the Principal is not liable to pay any Commission or Service Fee until it receives a tax invoice signed by the Agent stating the amount of the Commission or Service Fee.