

RayWhite

Exclusive Sales Authority
Particulars of Appointment

Ray White Wonthaggi
38-40 McBride Ave, Wonthaggi 3995
Tel: (03) 5672 1833
wonthaggi@raywhite.com

Ray White Cape Paterson
Surfbeach Road, Cape Paterson 3995
Tel: (03) 5674 8044
capepaterson@raywhite.com

VENDOR

Andrew Horvath

PROPERTY

6 Norfolk Ave North Wonthaggi Vic 3995

AUTHORITY PERIOD

60

days from date of this agreement

SELLER'S ASKING PRICE \$

585,000 - 615,000

or any other price agreed to by the Vendor.

payable

30-60

days from the day of sale or upon any other conditions of payment agreed to by the Vendor.

AGENTS ESTIMATED SELLING PRICE \$

585,000

To \$

615,000

SUBJECT TO

A condition that the Vendor will provide the purchaser with - *vacant possession of the property
OR* receipt of rents & profits of the Property (where sold subject to any tenancy) - upon payment of the full price.

AGENT'S SELLING FEE

The amount calculated as follows -

2.5% of the purchase price (+10% GST). The dollar amount of the estimated commission at a

sale price of \$ 600,000 would be \$ 12,000 plus GST of \$ 1200

total (including GST) \$

13200

MARKETING FEE

\$

~~13200~~ 0

- (1) The Vendor acknowledges-
 - (a) having been informed by the Agent, before signing this Authority, that the Agent's Fees are subject to negotiation.
 - (b) that the level of service to be provided by the Agent has been negotiated and is as attached.
- (2) During the authority Period the Agent will endeavour to sell the Property in consideration for which the Vendor agrees to pay the Agent's Fees if the Property is sold by the Agent during the Authority Period for the Price and upon the conditions herein.
- (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 copy from the Agent.
- (5) The Agent is authorised to deduct from any deposit monies received all Agent's Fees and if no deposit is received by the Agent the Vendor will pay the Agent's Fees upon settlement of the sale or upon release of the deposit money.
- (6) The Estimate 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, skill 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. The difference between 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 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.
- (7) PBE Real Estate has a Complaint Handling and Dispute Resolution Policy. Complaints relating to any matters associated with this authority can be made to Adam Mabilia of PBE Real Estate on (03) 5672 1833 or alternatively to the Estate Agents Resolution Service at Consumer Affairs on 1300 737 030.
- (8) The sellers will have the right to cancel the agent's agreement if the sellers are not satisfied with the performance of the agent - provided the seller gives the agent seven days to rectify any written concerns. If the concerns are rectified, the agreement will continue. Should the sellers decide to withdraw the property from sale, there will be no charges payable by the seller to the agent.

DATE OF THIS AGREEMENT

1 11 2024

AGENT SIGNS

Signed by or for the Agent

Danny Lee

Attention

VENDOR SIGNS

Signed by or for the Vendor

[Signature]