



Exclusive Sale Authority

Particulars of Appointment

The local agents you can trust

AGENT **BRIAN MARK REAL ESTATE PTY LTD**
48 Walton Street, Werribee, VIC 3030
Tel (03) 9741 5211
Email: contact@brianmark.com.au

Shop 18, Wyndham Village Shopping Centre, Tarnet VIC 3029
Tel (03) 8742 7688
Email: tarnet@brianmark.com.au

VENDOR HOANG PHU VO AND THU ANH HOANG

PROPERTY 2/16 CENTRE AVE WERRIBEE

AUTHORITY PERIOD 90 days from the date of this agreement

SELLER'S ASKING PRICE \$ 399999 or any other price agreed to by the Vendor.
payable *NEL* days from the day of sale or upon any other conditions of payment agreed to by the Vendor.

AGENTS ESTIMATED 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 \$ 340000 and \$ 374000

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 -
\$9750 of the first \$250,000 + 2% of the balance (+10% GST). The dollar amount of the estimated commission at a sale price of \$ 400000 would be \$ 12750 plus GST of \$ 1275
total (including GST) \$ 14025

There are NO Advertising or Marketing Charges.

- (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 Estimated 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) Unless otherwise agreed, this authority ends 60 days after the date this authority is signed.
- (8) Brian Mark Real Estate has a Complaint Handling and Dispute Resolution Policy. Complaints relating to any matters associated with this authority can be made to Michael Meakin of Brian Mark Real Estate via Ph 03 9741 5211 / email michael@brianmark.com.au or alternatively, Any complaint relating to commission or outgoings can be made to the Director, Consumer Affairs Victoria, GPO Box 4567, Melbourne VIC 3001 or by telephoning 1300 73 70 30. 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 the client receiving an account for, or notice that the agent has taken the amount in dispute, whichever is the later.
- (9) The agent will not be, or is not likely to be, entitled to any rebates. A rebate includes any discount, commission, or other benefit, and includes non-monetary benefits. The agent is not entitled to retain any rebate and must not charge the client an amount for any expenses that is more than the cost of those expenses.
- (10) 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.

17-05-2024

DATE OF THIS AGREEMENT ____ / ____ / ____

AGENT SIGNS Signed by the Agent Attention Michelle Brown

VENDOR SIGNS Signed by the Vendor