

EXCLUSIVE SALE AUTHORITY - PARTICULARS OF APPOINTMENT

Agent Details

Agent: WG Miles & Co Pty Ltd ATF WG Miles & Co Unit Trust T/A Miles **ABN:** 38 241 761 301
 Real Estate
Address: 143 Upper Heidelberg Road, Ivanhoe Victoria 3079 **ACN:** 005 619 572
Attention: Damien Carter
Phone: (03) 9497 3222 **Mobile:** 0438 850 166
Email: dcarter@milesre.com.au

Vendor Details

Vendor: Steven Villani **ACN:**
Address: 5/8 Brassey Avenue, Rosanna Victoria 3084 **ABN:** N/A
Attention:
Phone: **Mobile:** 0408175041
Email: stevevillani1@gmail.com
Vendor: Sara Villani **ACN:**
Address: 5/8 Brassey Avenue, Rosanna Victoria 3084 **ABN:** N/A
Attention:
Phone: **Mobile:** 0438591089
Email: sara.romanin@gmail.com

Property Details

Property: 5/8 Brassey Avenue, Rosanna Victoria 3084
Goods included: As per Contract of Sale
Goods excluded:

Sale Terms

Exclusive authority period: 60 days
 Continuing authority period: 1 days
 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: Expression of Interest with a closing date of Tue 1 Sep 2026, 5:00PM
Vendor's asking price: To Be Advised payable in 30, 45, 60 days

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: \$950,000 and \$980,000
 Revised amount: XXXXXXXXX OR a range between: \$940,000 and \$970,000

Agent's Commission (incl GST) Commission has been updated, refer to the revisions page.

An amount equal to 1.35% (including GST) of the Sale Price.

Example

If sold at price of: \$980,000 GST N/A
 Dollar amount of estimated commission: \$13,230
 Including GST of \$1,202.73

R JR SV

Marketing expenses (incl GST)

Advertising: \$6,699.00 Other: \$0.00 Total: \$6,699.00

Marketing expenses are payable on: ☐ signing of this Authority OR ☐ written request

Agent:

Vendor(s) Signature(s):

Damien Carter

16/07/2026

Damien Carter

[Signature]

16/07/2026

Steven Villani

[Signature]

16/07/2026

Sara Villani

Date: Thu 16 Jul 2026

This Authority has been prepared by McKean Park Lawyers for W G Miles & Co Pty Ltd. Any amendment to the terms of appointment should be made in italics with underlining to avoid any confusion or uncertainty as to the intended terms of the Authority. Version: EAA 04.10.2018

TERMS OF APPOINTMENT

1 W G Miles & Co Pty Ltd's Entitlement to Commission

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

- 1.1 by W G Miles & Co Pty Ltd during the exclusive authority period or by any other person (including You or another agent); or
- 1.2 by W G Miles & Co Pty Ltd during the continuing authority period; or
- 1.3 by W G Miles & Co Pty Ltd to a person introduced to the Property before You signed this Authority; or
- 1.4 within 120 days after the expiration of the exclusive authority period to a person introduced to the Property by W G Miles & Co Pty Ltd 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 or if W G Miles & Co Pty Ltd is 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:

- 2.1 in the case of a sale by auction, 30 days after the date of the auction;
- 2.2 in any other case, 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, W G Miles & Co Pty Ltd's exclusive authority period ends.

3.2 You may cancel the continuing authority period at any time by written notice to W G Miles & Co Pty Ltd.

3.3 Clause 1 continues to apply, if the continuing authority period is cancelled.

4 Your Acknowledgements

You acknowledge:

- 4.1 being informed by W G Miles & Co Pty Ltd before signing this Authority 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 W G Miles & Co Pty Ltd has relied on the information provided by You to prepare this Authority and W G Miles & Co Pty Ltd will not be liable for any incorrect information and agree that Your personal information will be collected and may be used by W G Miles & Co Pty Ltd, as provided in this Authority;
- 4.6 being informed by W G Miles & Co Pty Ltd before signing this Authority that W G Miles & Co Pty Ltd has 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;
- 4.9 if You utilise the services of CampaignAgent, W G Miles & Co Pty Ltd is authorised to provide a copy of this Authority and any other related documents particulars and information to CampaignAgent to assist it in providing services to You.

5 Authority to Receive Notices

You authorise W G Miles & Co Pty Ltd 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 W G Miles & Co Pty Ltd 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 W G Miles & Co Pty Ltd to share such commissions, if requested by W G Miles & Co Pty Ltd.

7 Rebate

W G Miles & Co Pty Ltd 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. W G Miles & Co Pty Ltd 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. W G Miles & Co Pty Ltd must pay You any rebate W G Miles & Co Pty Ltd receives in relation to the sale of Your property. If W G Miles & Co Pty Ltd 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, W G Miles & Co Pty Ltd 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 W G Miles & Co Pty Ltd 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 W G Miles & Co Pty Ltd 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 W G Miles & Co Pty Ltd, that person will procure the execution of a guarantee and indemnity in favour of W G Miles & Co Pty Ltd 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 W G Miles & Co Pty Ltd's legal practitioner.

11 Role as Stakeholder

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

12 Dispute Resolution

W G Miles & Co Pty Ltd has procedures for resolving complaints and disputes arising from the operation of W G Miles & Co Pty Ltd's 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 8181. 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 W G Miles & Co Pty Ltd has taken the amount in dispute, whichever is later.

14 W G Miles & Co Pty Ltd's Role

W G Miles & Co Pty Ltd will advertise, market and endeavour to sell the Property.

15 Collection and use of personal information

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

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 W G Miles & Co Pty Ltd from the sum of the deposit paid or recovered.
- 16.2 If You fail to pay W G Miles & Co Pty Ltd any moneys due under this Authority within 30 days of receipt of W G Miles & Co Pty Ltd's invoice ("the due date for payment"), then if demanded by W G Miles & Co Pty Ltd 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 W G Miles & Co Pty Ltd 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 W G Miles & Co Pty Ltd's favour in a form acceptable to W G Miles & Co Pty Ltd's legal practitioner.
- 16.5 You irrevocably authorise W G Miles & Co Pty Ltd to deduct from any deposit moneys held by W G Miles & Co Pty Ltd the Commission, Marketing Expenses and any other money due to W G Miles & Co Pty Ltd 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 W G Miles & Co Pty Ltd, You will pay the Commission, Marketing Expenses and any other money due to W G Miles & Co Pty Ltd 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 W G Miles & Co Pty Ltd as Your attorney under power to direct and authorise the conveyancer or legal practitioner to pay to W G Miles & Co Pty Ltd on demand the Commission, Marketing Expenses and any other money due to W G Miles & Co Pty Ltd 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 W G Miles & Co Pty Ltd 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 W G Miles & Co Pty Ltd on the signing of this Authority and in any event the Marketing Expenses will be payable on demand. When this Authority ends, W G Miles & Co Pty Ltd will provide You with an itemised list of the Marketing Expenses and any State and Federal taxes expended or payable. W G Miles & Co Pty Ltd 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 W G Miles & Co Pty Ltd in respect of an acquisition from a third party to which W G Miles & Co Pty Ltd 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 W G Miles & Co Pty Ltd plus the GST payable in respect of that supply but only if W G Miles & Co Pty Ltd'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 W G Miles & Co Pty Ltd 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 "binding offer" means:
 - 20.3.1 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
 - 20.3.2 an enforceable contract of sale signed by You and the Purchaser at Your Price.
- For the purposes of clause 20.3.1 the offer must be in a contract of sale signed by the Purchaser and "Your Price" has the same meaning in clause 20.19.
- 20.4 "Commission" means the commission specified or calculated at the rate specified in the Particulars of Appointment.
- 20.5 "continuing authority period" means the number of days specified as such in the Particulars of Appointment commencing on expiry of the exclusive authority period.
- 20.6 "deposit moneys" has the same meaning as defined in the Sale of Land Act 1962.
- 20.7 "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.
- 20.8 "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.
- 20.9 "GST" means the goods and services tax payable in accordance with the A New Tax System (Goods and Services Tax) Act 1999.
- 20.10 "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 W G Miles & Co Pty Ltd 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 W G Miles & Co Pty Ltd in any way.
- 20.11 "Marketing Expenses" means the advertising and other expenses of W G Miles & Co Pty Ltd as specified in the Particulars of Appointment.
- 20.12 "person" includes a natural person, a corporation and an incorporated association.
- 20.13 "Purchaser" means any person to whom the Property is sold.
- 20.14 "REIV" means The Real Estate Institute of Victoria Ltd (ACN 004 210 897).
- 20.15 "sold" is the result of obtaining a binding offer and "sale" and "sell" have corresponding meanings.
- 20.16 "security" includes mortgage, bond, debenture, covenant, charge, or appointment under the terms of which You are disposing of the Property.
- 20.17 "You" means the vendor named in the Particulars of Appointment.
- 20.18 "Your Price" means a price equal to or greater than Your Price stated in the Particulars of Appointment.
- 20.19 A reference to an act of Parliament includes an act amending or superseding the act referred to and any subordinate legislation.
- 20.20 If You or W G Miles & Co Pty Ltd comprise more than one person, the respective obligations are joint and separate.

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
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Signature of Agent:

Damien Carter

16/07/2026

Damien Carter

Signature of Vendor(s):

Steven Villani

16/07/2026

Steven Villani

Sara Villani

16/07/2026

Sara Villani

CAV 80 (02/16)



consumer.vic.gov.au/estateagents

PROPOSED SCHEDULE OF ADVERTISING

Property Address: 5/8 Brassey Avenue, Rosanna
For Sale

Pre-Campaign

2pp Landscape Brochures - 50	\$ 83.00
Professional Copywriting	\$ 175.00
A3 Window Cards - Ivanhoe & Rosanna	\$ 36.00
MMS Alert	\$ 49.00
Administration & Production	\$ 250.00
AML Compliance Fee	\$ 130.00
16 Images, Virtual Dusk, Floorplan & Site plan	\$ 690.00
Photo Board 1200 x 1800mm (4 x 6)	\$ 385.00
Briner Solar Light	\$ 143.00

Digital Marketing

Social Media - Launch Package	\$ 275.00
REA Premiere Plus - Domain Silver, 9 sites	\$ 4,483.00

OPTION A: PAY NOW

Total Payable (incl GST)	\$ 6,699.00
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OPTION B: PAY LATER

CampaignAgent Service Fee	\$ 512.47
Total Payable (incl GST)	\$ 7,211.47

I/we authorize Miles Real Estate to proceed with the above advertising on my property (please sign and date below)
Please note: If the property is withdrawn from sale, Miles Real Estate will forthwith issue a tax invoice for the amount owing and/or finalise vendor payment agreement on file with Campaign Agent Pty Ltd.

Signed _____ Date _____

Name(s) _____

W/ - SV - OC

Revisions - 5/8 Brassey Avenue, Rosanna Victoria 3084

Revised: 24 Jul 26

The Estimate of Selling Price contained within the authority has ceased to be reasonable

Reason: Vendors request

Previous Estimate of Selling Price was: Range between \$950,000 and \$980,000

The revised Estimate of Selling Price is: Range between \$940,000 and \$970,000

Revised: 24 Jul 26

Agent's Commission:

An amount equal to 1.35% (including GST) of the Sale Price.

Example

If sold at price of: \$970,000 GST N/A

Dollar amount of estimated commission: \$13,095

Including GST of \$1,190.45

R JR SV

24/07/2026 24/07/2026 24/07/2026