

Exclusive Auction Authority**Ray White**

Ray White Truganina
 Shop 6 211 Leakes Road
 Truganina VIC 3029
P 8797 5500 | F 8797 5600

Particulars of Appointment

Agent: Right Vision Realtor T/A Ray White Truganina **ACN:** 616 227 402

Address: Shop 6, 211 Leakes Road, Truganina VIC 3029

Attention: Sahil Jugran

Phone: **Mobile:** 0466042946 **Fax/Email:** sahil.jugran@raywhite.com

Vendor: John Jefferin Montho
 Fiona Francis **ABN:**

Address: 547 Morris Road, Truganina VIC 3029

Phone: **Mobile:** 0403219514 **Email:** jeff.montho@gmail.com
 0468310142 fionafrancis46@gmail.com

Property: 547 Morris Road, Truganina VIC 3029

with chattels being: Fixtures and Fitting permanent by Nature

Exclusive authority period until 120 days after the auction date.

Continuing authority period days from the end of the exclusive authority period.

Auction Date: 16/06/2025 Time of auction 06:30 PM

Property sold: ☒ with vacant possession **OR** ☐ subject to a tenancy on payment of ☐ full purchase price

OR upon terms on payment of ☒ full deposit and ☐ the sum of \$

Vendor's reserve price \$ To be advised payable in 30, 60, 90 days days

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 between \$ \$590,000 and \$ \$649,000

Commission

A fixed *Commission (inc GST) of \$ **OR**

A *Commission (plus GST) being the following % of the sale price:

A commission of an amount equal to 2% plus GST of the sale price.

Dollar amount of estimated commission:

\$ \$14,278 which includes GST of \$ \$1,298

if sold at a Not subject to GST sale price of \$ \$649,000

(* Commission: Vendor please read the payment of commission terms at page 2, Item 1, before you sign this authority.)

Marketing Expenses(including GST)

Advertising \$ \$3,300 Other Expenses \$ \$770 **TOTAL** \$ \$4,070

The Marketing Expenses are payable on
 Signing of this authority

☐ The signing of authority ☐ Settlement ☐ If withdrawn / not sold

DATE: 20/5/2025

AGENT

Signed by:

Sahil Jugran

VENDOR (S)

Signed by:

John Jefferin Montho

Signed by:

Fiona Francis

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Item 1. *Agent's entitlement to commission

(*if this is an off the plan sale check item 1 reflects the agreement about payment of commission & alter if needed.)

The Vendor agrees to pay the Agent the commission on the terms of this Authority if the property is sold:

- 1.1** during the exclusive authority period by the agent or by any other person (including the Vendor or another agent); or
- 1.2** during the continuing authority period by the Agent; or
- 1.3** to a person introduced to the Property by the Agent before the vendor signed this authority and to whom, as a result of the introduction, the Property is sold; or
- 1.4** within the 120 days after the expiration of the exclusive authority period to a person introduced to the Property by the Agent with the exclusive authority period and to whom, as a result of the introduction, the Property is sold.

The commission is due and payable by the Vendor on the Property being sold.

Items **1.2**, **1.3** and **1.4** will not apply if the vendor may incur a liability to pay an agent a commission under an exclusive agency agreement signed by the vendor with another agent after the expiration of the exclusive authority period.

(See the definition of "sold", "sale" and "sell" in GC 1.13)

Item 2. Continuing authority period

- 2.1** If there is a continuing authority period, it starts on the day after the day on which the exclusive authority period ends and
 - 2.1.1** lasts for the number of days specified in the Particulars of Appointment, unless cancelled and
 - 2.1.2** on the day it starts, the Agent's exclusive appointment ends.
- 2.2** The Vendor may cancel the continuing authority period at any time by written notice to the Agent.
- 2.3** If the continuing authority period is cancelled, Item 1 continues to apply

Item 3. Making a complaint

Any complaint relating to commission or outgoings can be made to the Director, Consumer Affairs (CAV) GPO Box 4567, Melbourne Victoria, 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 later.

Item 4. Dispute Resolution

The Agent has procedures for resolving complaints and disputes arising from the operations of the Agent's estate agency practice. If a complaint or dispute arises, please ask to be informed about the procedures.

Item 5. Warranty of REIV membership

The agent is a member of the RIEV, at the date of this Authority. The Agent will confirm membership, if requested. If the warranty is false, this Authority is void. (The warranty cannot be deleted or modified).

Item 6: Rebate Statement – No Rebate will be received

*The agent will not be, or is not likely to be, entitled to a rebate. A rebate includes any discount, commission, or other benefit, and includes non-monetary benefits.

(*If entitled to a rebate, complete and attach the rebate statement approved by the Director of Consumer Affairs Victoria, at the time of signing this authority. The statement can be downloaded at www.consumer.vic.gov.au).

Item 7. Exclusive Authority Period (no time stated)

If an agreement stating that an estate agent is to act as the sole agent for the sale of any real estate or business does not state when the sole agency is to end, the sole agency ends; (a) in the case of a sale by Auction, 30 days after the date of the auction (b) in any other case, 60 Days after the date the agreement is signed by, or on behalf of, the seller of the real estate or business.

Item 8. Agent's Role

The agent will advertise, market and endeavour to sell the property.

Item 9. Commission Sharing

*The Agent may share the commission with an employee who is an estate agent or agent's representative, or with an estate agent who is the Agent's business partner. (*If commission will be share with anyone else, complete and attach the notice of commission sharing approved by the Director of Consumer Affairs Victoria, at the time of signing this authority. The notice can be downloaded at www.consumer.vic.gov.au).

Item 10. Vendor Acknowledgements

The Vendor acknowledges:

- 10.1** being informed by the Agent the commission and Marketing Expenses are negotiable and having read Item 1 at page 2, before signing this Authority;
- 10.2** Marketing Expenses incurred during the period of this Authority must be paid, whether or not the property is sold;
- 10.3** commission is payable in accordance with this authority, if the property is sold;
- 10.4** and agrees that his/her personal information will be collected and used, as provided in this authority
- 10.5** being informed the Agent has procedures resolving complaints and disputes, before signing this Authority
- 10.6** receipt of a copy of this Authority, at the time of signing.

Privacy Act 1988: APP notification of collection of personal information

If you are an individual on you, or in appropriate circumstances on your attorney under power or other person acting as your agent, signing this authority you consent to us collecting, holding and using your personal information for the primary purpose and secondary purpose set out below. Your consent will continue until you, or in appropriate circumstances your attorney under power or other person acting as your agent, inform us your consent is terminated, and this is so even though this Authority has come to an end.

The kinds of information REIV will collect and hold are your name, address, contact details, bank account details, credit or debit cards details or both if appropriate or required, your power of attorney or other agent details.

We will collect your personal information from you, or if appropriate in the circumstances, from your attorney under power or other person acting as your agent. We will hold your personal information in hard copy or electronic form, or both.

The primary purpose is: acting for you in relation to or in connection with the sale of your property and the finalisation of your sale, if your property was sold.

The secondary purposes are: providing your personal information to other estate agents or valuers during the period of Authority in connection with or in relation to the sale of your property; providing details of your sale to the REIV or commercialview.com.au LTD or realestateview.com.au LTD to enable any or all of them to collect and/or disseminate details of the sale of real estate; to enable us to promote our services or seek out potential clients or both; responding to enquires received from Consumer Affairs Victoria or the REIV or the both of them in connection with the sale of your property; complying with the law.

You also consent to us using your personal information for direct marketing and telemarketing.

We can be contacted between 9:00am and 5:00pm Monday to Friday (excluding public holidays) to provide access to you, or in appropriate circumstances to your attorney under power or other person acting as your agent, to update or seek correction of your personal information. REIV contact details can be found on the first page.

If you consider we have breached the Australian Privacy Principles you, or in appropriate circumstances your attorney under power or other person acting as your agent, may complain to them by letter, fax or email. Contact details appear in this authority. We will promptly consider your complaint and attempt to resolve it in a timely manner. If we are unable to resolve your complaint you may refer it to the Office of the Australian Information Commissioner GPO Box 5218, Sydney NSW 2001 or enquires@oaic.gov.au.

We are unlikely to disclose your personal information to overseas recipients.

The main consequences for you if all or part of your personal information is not provided is that we may not be able to act for you or effectively perform our role as your estate agent

General Conditions

These General Conditions apply to this authority.

1. In this Authority unless otherwise required by the context or subject matter:

- 1.1** "Act" means the Estate Agents Act 1980.
- 1.2** "Agent" means the Agent named in the Particulars of Appointment
- 1.3** "binding offer" means
- 1.3.1** An offer at the Vendor's price and on the terms set out in the particulars of Appointment which would result in

an enforceable contract of sale, if signed by the Vendor and exchanged with the purchaser; or

1.3.2 An enforceable contract of sale signed by the Vendor and the purchaser

For the purpose of **GC 1.3.1** the offer must be paid in a contract of sale signed by the purchaser and "Vendor's Price" has the meaning in **GC 1.14**. For the purposes of **GC 1.3.1** and **GC 1.3.2** "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 the

vendor or the purchaser would be entitled to an award of damages.

1.4 "Deposit moneys" has the same meaning as defined in the Sale of Land Act 1962.

1.5 "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.

1.6 "GST" means the goods and services tax payable in accordance with the A New Tax System (Goods and Services Tax) Act 1999.

1.7 "introduced to the property" means the person was made aware the Property was available to purchase irrespective of the source. Without limiting the generality of the foregoing, a person will be deemed to have been introduced to the property by the Agent if the person became aware the Property was available for purchase as a result of viewing, hearing or reading an advertisement of whatever nature or medium or any boards, placards, or other literature referring to the availability of the property that were connected to the Agent in any way.

1.8 "Marketing Expenses" means the advertising and other expenses of the Agent specified in the Particulars of the Appointment.

1.9 "Person" includes a natural person, a corporation and an incorporated association.

1.10 "Professional Fees" means the total of commission and marketing expenses as duly authorised and expended.

1.11 "Purchaser" means the person to whom the property is sold.

1.12 "REIV" means The Real Estate Institute of Victoria LTD [ACN 004 210 897].

1.13 "Sold" is the result of obtaining a binding offer and "sale" and "sell" have corresponding meanings.

1.14 "Vendor's Price" means a price equal to or greater than the Vendor's price stated in the Particulars of Appointment.

1.15 A reference to an act of Parliament includes an act amending or superseding the act referred to.

1.16 If the Agent or the Vendor comprises more than one person, their respective obligations are joint and individual.

2. If the purchaser does not complete the purchase and forfeits the deposit, the Vendor 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 professional fees from the sum of the deposit paid or recovered.

3. If the vendor fails to pay the agent any moneys due under the Authority within 30 days of receipt of the Agent's invoice ("the due date for Payment"), then interest at the rate fixed

from time to time under section 2 of the Penalty Interest Rates Act 1983 will be charged 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. The interest will be paid, if demanded.

4. A person signing this authority for or on behalf of the Vendor is personally responsible for the due performance of the Vendor's obligations as if the signatory was the Vendor. If required by the Agent, the signatory will procure the execution of a guarantee and indemnity in favour of the Agent 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 the Agent's legal practitioner.

5. If while a stakeholder the agent is requested to transfer the deposit moneys to the Vendor's legal practitioner or conveyancer or to another estate agent acting on behalf of the Vendor, the Vendor agrees the Agent may retain out of the deposit moneys and amount equal to the agent's commission and/or Marketing Expenses that the Agent is then or will become entitled to and any other moneys that Agent is or will become entitled to by law in relation to the sale of the property.

6. The vendor irrevocably authorises the Agent to deduct the professional fees properly incurred and state and federal taxes required to be deducted by law, including GST, from the deposit moneys held by the agent.

7. If the property is sold and no deposit moneys are held by the Agent, the Vendor will pay the professional fees properly incurred and state and federal taxes required to be deducted by law, including GST, on demand

8. If deposit moneys are held in whole or part by the Vendor's conveyancer or legal practitioner, the Vendor appoints the Agent as the Vendor's attorney under power to direct and authorise the conveyancer to pay the professional fees properly incurred and state and federal taxes required to be deducted by law, including GST, to the Agent. The Vendor agrees to promptly ratify and confirm the power of attorney if requested.

9. Unless otherwise stated in the Particulars of Appointment, the Vendor will pay the maximum amount of Marketing Expenses to the Agent on the signing of this Authority and in any event the Marketing Expenses will be payable on written request. When this Authority ends, the Agent will provide the Vendor with an itemised list of Marketing Expenses and state and federal taxes expended or payable. The Agent will provide the itemised list at any other time that may be reasonable required by the Vendor.

10. If this Authority requires the Vendor to pay or reimburse or contribute to an amount paid or payable by the Agent in respect of an acquisition from a third party to which the Agent 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 the Agent plus the GST payable in respect

of the supply but only if the Agent's recovery from the Vendor is a GST taxable supply.

11. On the written request of the Vendor, the Agent may sign a contract of sale which contains terms of sale agreed to by the Vendor.

12. An Agreement of the Vendor and purchaser to cancel a contract of sale or ending of a contract of sale as a result of a default of the Vendor or Purchaser does not relieve the Vendor of the obligation to pay the Agent's fees.

13. The Vendor authorises the Agent to do any or all of the following

13.1 Instruct the Vendor's Australian legal practitioner or conveyancer to prepare a Sale of Land Act section 32 statement and a contract of sale, 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;

13.2 Fill-up a standard form contract or contract to record the sale of the Property as permitted by the Estate Agents Act 1980 (the contract) or under any amending or superseding legislation;

13.3 Negotiate and, with the Vendor's prior approval, agree and record – or have the Vendor's Australian Legal practitioner or conveyancer record, the final terms and conditions of, and then obtain the signatures of the Vendor and the Purchaser to, the contract

13.4 Attend to the exchange of the contract between the vendor and the purchaser;

13.5 Receive the purchase price, or any part of it, payable for the Property;

13.6 To receive: a cooling-off notice given by the purchaser under the Sale of Land Act 1962 or any amending or superseding legislation, advice or a notice about a loan sought by a purchaser, advice or a notice about a pest inspection report and/or a building condition report, even if the Agent's authority has formally expired on the sale of the property.

Special Conditions:

14. The Vendor acknowledges and agrees that the Agent is entitled to register a Caveat on the property being the subject of this Exclusive Sale Authority.

15. The caveat shall be registered on the property being the subject of this Exclusive Sale Authority to protect the commission which is due and payable by the Vendor.

16. The Vendor shall be responsible for the legal costs and disbursements incurred by the Agent in registering the Caveat.

17. The Vendor authorises the agent to receive a cooling-off notice given under section 31 of the sale of land act 1962.

Residential Property

Vendor authorisations for price representations and for Consideration of enquiries and offers[©]



The Real Estate Institute of Victoria Ltd | www.reiv.com.au | ABN 81 004 210 897

IMPORTANT ADVICE FOR YOU ABOUT THE AUSTRALIAN CONSUMER LAW (ACL)

The ACL prohibits us, as your estate agent, making false or misleading representations about the price payable for your property. If you have a price that you want for your property, at the time you list it for sale with us or during your sale campaign, please tell what it is. If, during your sale campaign, you change your price, please tell us your new price.

I/We*

John Jefferin Montho

Fiona Francis

(*insert the vendor(s) name(s) as set out in the auction/sale authority)

Authorise*

Right Vision Realtor T/A Ray White Truganina

Sahil Jugran

(*insert name of estate agency as set out in auction/sale authority)

to advertise and market my/our property at*

547 Morris Road, Truganina VIC 3029

(*insert address as set out in auction/sale authority)

as follows:

Authorisation for Price Representations

1. Internet advertising

(select a OR b)

a) ☐ with a price –

(* indicate in appropriate box and complete as required)

* ☐ a single figure price of:

*\$

(*the amount must not be less than the s. 47A estimate of the selling price or if I/We have advised a price, that price.)

OR

* ☐ at a price range of:

*\$

to

*\$

(*the amount must not be less than the lower amount of the s.47A estimate of the selling price or if I/We have advised a price, that price. The range must not be more than 10% of the amount of the lower limit of the range.)

b) ☐ without a price –

(* indicate in appropriate box and complete as required)

With no price shown and in the statement of information include, and when informing prospective buyers of the price sought for my/our property advise them of:

* ☐ a single figure price of:

*\$

(*the amount must not be less than the s. 47A estimate of the selling price or if I/We have advised a price, that price.)

OR

* ☐ at a price range of:

*\$	to	*\$
-----	----	-----

(*the amount must not be less than the lower amount of the s.47A estimate of the selling price or if I/We have advised a price, that price. The range must not be more than 10% of the amount of the lower limit of the range.)

2. Print advertising

(select a OR b)

a) ☐ with a price –

(* indicate in appropriate box and complete as required)

* ☐ a single figure price of:

*\$

(*the amount must not be less than the s. 47A estimate of the selling price or if I/We have advised a price, that price.)

OR

* ☐ at a price range of:

*\$	to	*\$
-----	----	-----

(*the amount must not be less than the lower amount of the s.47A estimate of the selling price or if I/We have advised a price, that price. The range must not be more than 10% of the amount of the lower limit of the range.)

b) ☐ without a price –

(* indicate in appropriate box and complete as required)

With no price shown and in the statement of information include, and when informing prospective buyers of the price sought for my/our property advise them of:

* ☐ a single figure price of:

*\$

(*the amount must not be less than the s. 47A estimate of the selling price or if I/We have advised a price, that price.)

OR

* ☐ at a price range of:

*\$	to	*\$
-----	----	-----

(*the amount must not be less than the lower amount of the s.47A estimate of the selling price or if I/We have advised a price, that price. The range must not be more than 10% of the amount of the lower limit of the range.)

I/we understand my/our instructions will be used by you to complete the indicative selling price of my/our property in the statement of information which must be included with the advertising of my/our property published on an Internet site during my/our sale campaign, and which must be displayed at any inspection of my/our property by the public.

I/we understand this authorisation is effective until I/we give you another authorisation. If I/we give you another authorisation I/we will promptly confirm it another authorisation form, at your request.

Authorisation for enquiries and offers

IMPORTANT ADVICE FOR YOU ABOUT THE AUSTRALIAN CONSUMER LAW (ACL) AND ENQUIRIES & OFFERS

If, in response to an enquiry about the price you will accept for, or the price in an offer for, your property, you advise us the enquiry price or the offer price is not acceptable, the ACL requires us to change the statement of information for, and our marketing of, your property to take into account the price that is not acceptable to you.

I/We authorise you to deal with enquiries or offers for my/our property, as indicated below. This authorisation is effective until I/we give you another authorisation. If I/we give you another authorisation I/we will promptly confirm it in another authorisation form, at your request.

(* indicate which applies in appropriate box and complete as required)

1. Enquiries or offers NOT in a contract of sale

a) all enquiries or offers in any form, other than a contract, no limitations

*☐ Please refer all enquiries or offers, whether or not in writing, for my/our property to me/us when you receive them, except for enquiries or offers in a contract of sale.

b) all enquiries or offers in any form, other than a contract, price requirement applies

*☐ Please refer enquiries or offers you receive for my/our property, whether or not in writing, at or above:

*\$

to me/us when you receive them, except for enquiries or offers in a contract of sale. (*complete).

c) only written enquiries or offers, other than a contract, no limitations

*☐ Please refer all written enquiries or offers you receive for my/our 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.

d) only written enquiries or offers, other than a contract, price requirement applies

*☐ Please refer written enquiries or offers you receive for my/our property, *not in a contract of sale*, at or above:

*\$

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 (*complete).

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

a) signed contract of sale and deposit required – no price requirement

*☐ Please refer enquiries or offers in a contract of sale for my/our 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 :

* %

of the purchase price. The deposit *may / *may not (*delete the one that does NOT apply) 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 (*complete).

OR

b) signed contract of sale and deposit required – price requirement applies

*☐ Please refer enquiries or offers for my/our property to me/us when you receive them, if the contract of sale signed by the intending purchaser(s), or their agent authorised in writing, at or above :

*\$ and accompanied by a deposit of * %

of the purchase price. The deposit *may / *may not (*delete the one that does NOT apply) 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 (*complete).

3. Auction – I/we will not consider enquiries or offers before auction

*☐ Please inform all enquirers that as my/our property is to be auctioned, I/we will not consider any offers or enquiries, whether or not in a contract of sale, made before my/our auction.

Dated 20/5/2025 /20

John Jefferin Montho

Vendor

Fiona Francis

Vendor

Signed by:

John Jefferin Montho

264793FF34244C6...

Signed by:

Fiona Francis

6BC03771CA924FC...

Vendor

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 auction / sale authority. If your vendor changes an authorisation, record their new authorisation on another of this form and when completed, dated and signed put it in your sale file with your auction / sale 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.