

# Residential Sales Agency Agreement: Schedule



**1. VENDOR 1:** Primary contact:   
 Legal Entity/Full Name(s): Roshan Gautam  
 Telephone: W: \_\_\_\_\_ M: 0424450938  
 Email: mrroshan009@yahoo.com

**VENDOR 2:** Primary contact:   
 Legal Entity/Full Name(s): Upasana Pyakurel  
 Telephone: W: \_\_\_\_\_ M: 0424450938  
 Email: mrroshan009@yahoo.com

**VENDOR 3:** Primary contact:   
 Legal Entity/Full Name(s): \_\_\_\_\_  
 Telephone: W: \_\_\_\_\_ M: \_\_\_\_\_  
 Email: \_\_\_\_\_

**VENDOR 4:** Primary contact:   
 Legal Entity/Full Name(s): \_\_\_\_\_  
 Telephone: W: \_\_\_\_\_ M: \_\_\_\_\_  
 Email: \_\_\_\_\_

Are there additional vendors?  Yes If yes, refer to Annexure - Additional Vendors

## VENDOR PRIMARY CONTACT ADDRESS

Street 1: 16D BISHOP STREET  
 Street 2: \_\_\_\_\_  
 Suburb: RENOWN PARK State: SA Postcode: 5003

**2. AGENT:** Company Name/Legal Entity: Realty 8848 Pty Ltd T/A Multi Dynamic South Australia  
 Company Representative: Sujan Adhikari (Simon AC)  
 Street: 2/325 Hampstead Road  
 Suburb: Northfield State: SA Postcode: 5085  
 ABN/ACN (if applicable): 63633832792 RLA No: RLA306771  
 Telephone: W: 81645136 M: 0420770511  
 Email: simon.ac@multidynamic.com.au

**3. PROPERTY:** Street 1: 55 Evergreen Drive  
 Street 2: \_\_\_\_\_  
 Suburb: \_\_\_\_\_ State: SA Postcode: 5113  
 Council area: DAVOREN PARK,  
 and being the \*whole/part of the land in Certificate of Title, Volume: 6275 Folio: 947  
 being \*Allotment/Section/Unit/Lot 715 on \*Strata/Primary/Community/Deposited/Filed Plan No. 131937  
 in the area named DAVOREN PARK in the Hundred of Munno Para  
 Strata/Community Manager: \_\_\_\_\_ T: \_\_\_\_\_  N/A  
 Other description of Property:

INITIALS

*Initials not required if using electronic signature*

# Residential Sales Agency Agreement: Schedule



4. AGENCY:  Sole  General Agency

## 5. TERM

- 90 days or   days from the date of all parties signing this Agreement  
 More than 90 days (refer to Annexure - Sales Agency Agreement in Excess of 90 days)

## 6. PREVIOUS AGENCY

- Not applicable  
 Previously listed for sale with

**It is the vendor's responsibility to terminate all previous sales agency agreements by written notice to all previous agents and a copy of such written termination notice/s is to be provided to the agent.**

**Failure to terminate a previous Sales Agency Agreement in writing may result in the Vendor being liable to pay Professional Fees to both the Agent and the previous agent.**

## 7. AGENT'S ESTIMATE OF SELLING PRICE

Single Figure:

Comparable Sales:  As attached

## 8. VENDOR'S ACCEPTABLE SELLING PRICE

Single Figure:

Vendor(s) please note clause 7.2 and sub-clause 7.2.7.

## 9. MANNER OF SALE AND ADVERTISING

The Prescribed Minimum Advertising Price (PMAP) is the higher of the Agent's Estimate of Selling Price and the Vendor's Acceptable Selling Price. An agent is not permitted to advertise or represent the likely selling price of the property at less than the PMAP.

**PRIVATE TREATY** advertised at:

- Single Figure  **OR**  
 Range  to  **OR**  
 No Price Representation to be quoted

**PUBLIC AUCTION** advertised at:

- Single Figure  **OR**  
 Range  to  **OR**  
 No Price Representation to be quoted

to be held at \*the Property   
on  /  / 20 at  \*am/pm

The reserve price is to be specified in writing by the Vendor prior to the auction. The reserve price **must not**, at any time before or during the auction, be set at an amount exceeding 110% of the selling price sought by, or acceptable to, the vendor as indicated above.

- EXPRESSION OF INTEREST** closing  /  / 20 at  \*am/pm  
 Other (specify)

(\* Delete as applicable)

## 10. PREFERRED SETTLEMENT PERIOD

Within  30 days  60 days of the sale of the Property  Other (specify)

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# Residential Sales Agency Agreement: Schedule



## 11. INCLUDED CHATTELS: Not Applicable

- Built-in furniture                       Dishwasher                       Window treatments  
 Fixed floor coverings                       Light fittings                       Rubbish bins  
 Other (specify)

- Consumer Credit Chattels (specify)

## 12. EXCLUDED CHATTELS: Not Applicable    Vendor's; and/or    Tenant's:

- Personal effects                       Dishwasher                       Loose floor coverings  
 Garden pots and ornaments                       Rubbish Bins                       Freestanding furniture  
 Other (specify)

## 13. TENANCIES

Is sale subject to an existing tenancy?     Yes                       No

If yes, a written notice of Vendor's intention to sell the property is to be provided to the tenant by the  Vendor or  Agent within 14 days of the Vendor entering into this Agreement.

The property will not be advertised for sale or made available for inspection by prospective purchasers before the day falling 14 days after the tenant is given notice of the Vendor's intention to sell the property.

Managing Agent  T.

Tenant (Name/s)

Term:     Fixed:                      Commencement Date:  /  / 20                      End Date:  /  / 20  
 Periodic:                      Commencement Date:  /  / 20

Rent:    \$  per week

Payable in advance  Weekly     Fortnightly     Calendar monthly

Bond lodged with Consumer and Business Services:  Yes     No

Amount:    \$

## 14. VENDOR ADVICES

The Vendor  will seek and obtain **OR**  has sought and obtained professional accounting advice on the GST and tax implications of this sale or has otherwise made itself fully aware of those implications.

The vendor advises that:

The Vendor is or is required to be registered for GST                       Yes                       No

The Property is residential and GST is not applicable                       Yes                       No

The Property is residential and only part is being sold for development subject to division                       Yes                       No

The Property is residential but being sold for development                       Yes                       No

**Note:** The Agent is not qualified to provide advice on GST and other taxation issues relating to the sale or purchase of the Property. The Vendor or Purchaser must obtain their own independent taxation advice.

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# Residential Sales Agency Agreement: Schedule



## 15. VENDOR DISCLOSURES

- Property Information (refer to Annexure - Property Information)  Applicable  Not applicable
- Building works done without necessary consents and approvals  None known; or  As described below
- Encroachments or fences not on their true boundaries  None known; or  As described below
- Breaches of the *Strata Titles Act 1988* or articles, the *Community Titles Act 1996* or by-laws  None known; or  As described below
- Notices, orders or charges received but not yet complied with  None known; or  As described below
- Other details relevant to the Property:  None known; or  As described below
- Non-compliance with swimming pool safety requirements as outlined in the *Planning, Development and Infrastructure Act 2016* or associated legislation or relevant standards.  None known; or  As described below

Details relating to Item 15 above (specify)

## 16. PROFESSIONAL FEE

- Fixed at:  Including GST
- Calculated as:   % of purchase price including GST
- Other (specify)

Percentage of Professional Fee payable upon request by the Agent in accordance with clause 7.2.7:  %

## 17. ADMINISTRATION FEE

- Fixed at:  Including GST Payable where:
- the property has not been sold at the expiration of the Agency
- the Vendor withdraws the Property from sale during the term of the Agency
- the Property is sold and settled
- Other (specify)

## 18. INSURANCE

The Vendor must effect and maintain the following insurance policies during the Term:

- Building / Property Insurance  Public Liability Insurance
- Other (specify)

**Note:** Goods and chattels may not be insured during open inspections. Please check with your insurer as to the status of your cover.

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# Residential Sales Agency Agreement: Schedule



**19. MARKETING PLAN:**  As attached  As described below

The vendor will pay the following marketing expenses:

**Advertising / Marketing:**

Print Media	<input type="text"/>	\$ <input type="text"/>
Electronic Media	<input type="text"/>	\$ <input type="text"/>
Photographs	<input type="text"/>	\$ <input type="text"/>
Signs	<input type="text"/>	\$ <input type="text"/>
Sketch / Floor plan	<input type="text"/>	\$ <input type="text"/>
Brochures / Leaflets	<input type="text"/>	\$ <input type="text"/>
Auctioneer's Fees	<input type="text"/>	\$ <input type="text"/>
Other	<input type="text"/>	\$ <input type="text"/>
Other	<input type="text"/>	\$ <input type="text"/>
<b>Total</b>		\$ <input type="text"/>

**20. STATUTORY SEARCHES AND FORM 1 PREPARATION**

The vendor will pay the following statutory searches and Form 1 preparation costs.

Statutory Searches \$

Form 1 Preparation \$ 1000

**21. EXPENSES**

Advance Expenses \$  including GST

Expenses limit \$  including GST (excluding Administration Fee)

Applicable to  Term of the Sole Agency; OR

For initial marketing period expiring on  /  / 20

**22. PAYMENT OF EXPENSES**

The Vendor's Marketing Expenses, Statutory Search Costs and Form 1 preparation costs will be paid:

- In advance and payable by the Vendor into the Trust Account of the Agent no later than  /  / 20
- Within 7 days of an account from the Agent; and
- With any balance owing payable at settlement.

**23. DISCLOSURE OF AGENT'S BENEFITS:**  None known  Refer to attached Form R2  Refer Annexure

**Note:** A benefit includes a rebate, discount, refund or some other benefit the Agent or another person will receive, or expects to receive from any third party, in connection with the sale or purchase of the Property.

**24. AUTHORITY OF AGENT TO ACCEPT OFFER**

- The Agent is authorised to accept an offer for the Property on behalf of the Vendor
- The Agent is **not** authorised to accept an offer for the Property on behalf of the Vendor

**25. ADDITIONAL CONDITIONS**

**INITIALS**

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# Residential Sales Agency Agreement: Annexure - Property Information



<b>Dwelling Type</b> (choose one)	
<input type="checkbox"/> House	<input type="checkbox"/> Apartment
<input type="checkbox"/> Acreage	<input type="checkbox"/> Rural
<input type="checkbox"/> Unit	<input type="checkbox"/> Block of Units
<input type="checkbox"/> Townhouse	<input type="checkbox"/> Retirement Living
<input type="checkbox"/> Villa	<input checked="" type="checkbox"/> Land
<b>Description of Dwelling</b>	
<input type="checkbox"/> Brick	<input type="checkbox"/> Brick veneer
<input type="checkbox"/> Other (specify):	<input type="checkbox"/> Timber frame
<input type="checkbox"/> Lounge	<input type="checkbox"/> Dining room
<input type="checkbox"/> Bedrooms - No: <input type="text"/>	<input type="checkbox"/> Kitchen
<input type="checkbox"/> Toilet/s - No: <input type="text"/>	<input type="checkbox"/> Laundry
Garage / Carport: <input type="checkbox"/> Single	<input type="checkbox"/> Family room
<input type="checkbox"/> Double - dimensions: Length <input type="text"/> Width <input type="text"/>	<input type="checkbox"/> Bathroom/s - No: <input type="text"/>
<input type="checkbox"/> Car parking space/s - No: <input type="text"/>	
<b>SERVICES TO THE PROPERTY</b>	<input type="checkbox"/> No Services
	<input type="checkbox"/> As follows
<b>Mains Water Connected</b>	<input checked="" type="checkbox"/> Yes
	<input type="checkbox"/> No
<b>Mains Sewer Connected</b>	<input checked="" type="checkbox"/> Yes
	<input type="checkbox"/> No
	<input type="checkbox"/> No, but available
	<input type="checkbox"/> Septic System
	<input type="checkbox"/> Common effluent system
<b>Mains Electricity Connected</b>	<input checked="" type="checkbox"/> Yes
	<input type="checkbox"/> No
	<input type="checkbox"/> Other (specify): <input type="text"/>
<b>Gas Mains Connected</b>	<input checked="" type="checkbox"/> Yes
	<input type="checkbox"/> No
	<input type="checkbox"/> Gas supplied by cylinder
<b>Hot Water System</b>	<input type="checkbox"/> Yes
	<input type="checkbox"/> No
<input type="checkbox"/> Gas	<input type="checkbox"/> Electric
<input type="checkbox"/> Mains Pressure	<input type="checkbox"/> Gravity Fed
<input type="checkbox"/> Solar	<input type="checkbox"/> Capacity <input type="text"/>
<input type="checkbox"/> External	<input type="checkbox"/> Internal
<input type="checkbox"/> Above Ceiling	<input type="checkbox"/> Instant
<b>Telephone connected</b>	<input type="checkbox"/> Yes
	<input type="checkbox"/> No
	<input type="checkbox"/> Sale excludes (specify): <input type="text"/>
<b>NBN connected</b>	<input type="checkbox"/> Yes
	<input type="checkbox"/> No
<b>Television</b>	<input type="checkbox"/> Cable connected/available
	<input type="checkbox"/> Antenna
	<input type="checkbox"/> Satellite dish
	<input type="checkbox"/> Other (specify): <input type="text"/>
<b>IMPROVEMENTS AND FACILITIES</b>	
<b>Year built:</b> <input type="text"/>	<i>(if not known, approximate)</i>
<b>Air conditioning</b>	
Ducted Reverse Cycle	<input type="checkbox"/> Yes <input type="checkbox"/> No
Refrigerated	<input type="checkbox"/> Yes <input type="checkbox"/> No
Window Unit	<input type="checkbox"/> Yes <input type="checkbox"/> No
Ducted Evaporative	<input type="checkbox"/> Yes <input type="checkbox"/> No
Wall unit	<input type="checkbox"/> Yes <input type="checkbox"/> No
Split system	<input type="checkbox"/> Yes <input type="checkbox"/> No
Ceiling Fans	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Heating</b>	
Gas	<input type="checkbox"/> Yes <input type="checkbox"/> No
Electric	<input type="checkbox"/> Yes <input type="checkbox"/> No
Open fire	<input type="checkbox"/> Yes <input type="checkbox"/> No
Combustion	<input type="checkbox"/> Yes <input type="checkbox"/> No
Radiant	<input type="checkbox"/> Yes <input type="checkbox"/> No
Ducted Heating	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Insulation</b>	
Ceiling	<input type="checkbox"/> Yes <input type="checkbox"/> No
Batts	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other	<input type="checkbox"/> Yes <input type="checkbox"/> No (specify) <input type="text"/>
	<input type="checkbox"/> Internal Walls <input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> External Walls <input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Loose fill <input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Not known
<b>INITIALS</b> <i>Initials not required if using electronic signature</i>	

# Residential Sales Agency Agreement: Annexure - Property Information



<b>Security System</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Included <input type="checkbox"/> Yes <input type="checkbox"/> No Rented <input type="checkbox"/> Yes <input type="checkbox"/> No Monitored <input type="checkbox"/> Yes <input type="checkbox"/> No Monitored by: <input style="width: 50%;" type="text"/> Other (specify): <input style="width: 50%;" type="text"/>	
<b>Other security</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Automatic / sensor lights <input type="checkbox"/> Yes <input type="checkbox"/> No Deadlocks <input type="checkbox"/> Yes <input type="checkbox"/> No Window locks <input type="checkbox"/> Yes <input type="checkbox"/> No Other: <input type="checkbox"/> No <input type="checkbox"/> Yes (specify) <input style="width: 80%;" type="text"/>	
<b>Water treatments</b> Softener <input type="checkbox"/> Yes <input type="checkbox"/> No Filter <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Swimming Pool</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Date Constructed</b> <b>Prior to 1 July 1993</b> <input type="checkbox"/> <b>On or After 1 July 1993</b> <input type="checkbox"/> <input type="checkbox"/> In-ground <input type="checkbox"/> Above ground <input type="checkbox"/> Indoor <input type="checkbox"/> Outdoor <input type="checkbox"/> Concrete <input type="checkbox"/> Fibreglass <input type="checkbox"/> Tiled <input type="checkbox"/> Lined <input type="checkbox"/> Gas heated <input type="checkbox"/> Solar heated <input type="checkbox"/> Salt <input type="checkbox"/> Chlorine Other: <input style="width: 20%;" type="text"/> <b>For pre 1 July 1993 Swimming Pools and Spa Pools:</b> Compliant fencing <input type="checkbox"/> Yes <input type="checkbox"/> No Compliance Certificate available <input type="checkbox"/> Yes <input type="checkbox"/> No <b>For On or After July 1993 Swimming Pools and Spa Pools</b> Compliant fencing <input type="checkbox"/> Yes <input type="checkbox"/> No Pool safety features installed <input type="checkbox"/> Yes <input type="checkbox"/> No Compliance Certificate available <input type="checkbox"/> Yes <input type="checkbox"/> No Pool equipment included <input type="checkbox"/> Yes <input type="checkbox"/> No Details: <input style="width: 40%;" type="text"/>	
<b>Spa Pool</b> <input type="checkbox"/> Yes <input type="checkbox"/> No included <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Smoke Alarm</b> <input type="checkbox"/> Yes <input type="checkbox"/> No Hard wired <input type="checkbox"/> Yes <input type="checkbox"/> No Battery <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Safety switches</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Surge Arrestors</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Tennis Court</b> <input type="checkbox"/> Yes <input type="checkbox"/> No Lights <input type="checkbox"/> Yes <input type="checkbox"/> No Net included <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>White Ant/Termite treatment (recent)</b> <input type="checkbox"/> Yes <input type="checkbox"/> No Details: <input style="width: 30%;" type="text"/> Compliance Certificate available <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Watering system</b> <input type="checkbox"/> Yes <input type="checkbox"/> No Fully reticulated grounds <input type="checkbox"/> Yes <input type="checkbox"/> No Automatic <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Garden shed</b> <input type="checkbox"/> Yes <input type="checkbox"/> No Included <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Rainwater Tank</b> <input type="checkbox"/> Yes <input type="checkbox"/> No Plumbed to <input style="width: 20%;" type="text"/> Pump Included <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Photovoltaic Solar Panels</b> <input type="checkbox"/> Yes <input type="checkbox"/> No System Capacity <input style="width: 15%;" type="text"/> kW Included <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Other</b> <input style="width: 90%; height: 60px;" type="text"/>	
INITIALS <i>Initials not required if using electronic signature</i>	

# Residential Sales Agency Agreement: Terms And Conditions



## 1. Appointment

The Vendor appoints the Agent as its agent for the purpose of marketing and selling the Property during the Term and in accordance with the terms and conditions of this Agreement.

## 2. Definitions and Interpretation

In this Agreement, unless a contrary intention appears:

- 2.1 "Act" means the *Land and Business (Sale and Conveyancing) Act 1994* (as amended);
- 2.2 "Administration Fee" means the amount payable by the Vendor to the Agent upon any of the circumstances outlined in Item 17 of the Schedule, and in the amount specified in Item 17 of the Schedule;
- 2.3 "Agent" means the person or entity specified in Item 2 of the Schedule;
- 2.4 "Excluded Chattels" means any item excluded from the sale of the Property as specified in Item 12 of the Schedule;
- 2.5 "Expenses" means monies payable by the Vendor to the Agent in respect of goods and services provided by the Agent or a third party for the purpose of marketing and selling the Property, including, but not limited to, any expenses incurred in respect of activities outlined in Item 19 and Item 20 of the Schedule;
- 2.6 "Expenses Limit" means the limit of the Expenses authorised by the Vendor as specified in Item 21 of the Schedule or such higher sum as notified in writing by the Vendor;
- 2.7 "General Agency" means the non-exclusive appointment of the Agent for the purpose of marketing and selling the Property for the Term;
- 2.8 "GST" means any goods and services or similar tax imposed by and defined in the GST Law;
- 2.9 "GST Law" means *A New Tax System (Goods and Services Tax) Act 1999* or any other Act or Regulation pursuant to, associated with, amending or replacing that Act. Any expression used in this Agreement that is also defined in the GST Law shall have, for the purposes of this Agreement, the meaning used in or attributed to that expression by the GST Law;
- 2.10 "Included Chattels" means any item included in the sale of the Property as specified in Item 11 of the Schedule;
- 2.11 "Marketing Plan" means the plan for the marketing of the Property as agreed between the Vendor and Agent as outlined in Item 19 of the Schedule as varied by the Vendor;
- 2.12 "Price" means the Vendor's acceptable price as specified in Item 8 of the Schedule as varied by the Vendor;
- 2.13 "Professional Fee" means the amount payable by the Vendor to the Agent as specified in Item 16 of the Schedule;
- 2.14 "Property" means the land or interest in the land specified in Item 3 of the Schedule (including the Included Chattels);
- 2.15 "Regulations" means the Land and Business (Sale and Conveyancing) Regulations 2010 (as amended);
- 2.16 "REISA" means The Real Estate Institute of South Australia Limited;
- 2.17 "Sole Agency" means the exclusive appointment of the Agent for the purpose of marketing and selling the Property for the Term;
- 2.18 "Term" means the period as specified in Item 5 of the Schedule and includes any periods of extension as agreed between the parties in writing and in accordance with the requirements of the Act, where applicable;
- 2.19 "Vendor" means the person or entity specified in Item 1 of the Schedule and includes any executor, administrator, attorney, director or any other person authorised to act on behalf of the Vendor;
- 2.20 The singular includes the plural and vice versa and references to natural persons include corporations and vice versa.
- 2.21 Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally.

## 3. Agency (Sole and General) and Termination

### Sole and General Agency

- 3.1 Unless otherwise specified in Item 4 of the Schedule, the appointment of the Agent by the Vendor will be treated as a Sole Agency for the Term.
- 3.2 During any period of General Agency the Vendor will refer to the Agent any person influenced by the Agent's marketing of the Property to the Agent.

### Termination

- 3.3 Subject to clause 3.4, during the Term of the Sole Agency this Agreement cannot be terminated unless termination is by written agreement between the parties.
- 3.4 Where this Agreement is entered into as a result of the Vendor making an offer to purchase another property of the Agent, the Vendor may, during the Term of the Sole Agency, terminate this Agreement by written notice to the Agent within seven (7) days of the rejection of that offer or lawful termination of any resulting contract.

## 4. Vendor's Obligations

### Vendor Warranties

- 4.1 The Vendor warrants that:
  - 4.1.1 it is the owner of the Property or has the written authority of the registered proprietor to enter into this Agreement;
  - 4.1.2 it has the legal capacity to enter into this Agreement;
  - 4.1.3 it has, and will continue to, disclose to the Agent all relevant information relating to the Property and that all such information is true and correct;
  - 4.1.4 all fittings and fixtures to be included in the sale of the Property are in working order;
  - 4.1.5 all disclosures made by the Vendor to the Agent are true and accurate in all respects;
  - 4.1.6 it holds and will maintain appropriate insurance in respect of the Property as specified in Item 18 of the Schedule and will provide evidence of such cover upon request of the Agent;
  - 4.1.7 it has disclosed to the Agent the existence of any other current agency agreement in place in respect of the Property;
  - 4.1.8 it has sought or will obtain professional accounting advice on the GST and tax implications of this sale or has otherwise made itself fully aware of those implications.

### Vendor Indemnities

- 4.2 The Vendor indemnifies the Agent against all loss, damages, costs and fees (including, but not limited to the Professional Fee and Expenses), and holds harmless the Agent against all liability, claims (including third party claims), demands or actions whatsoever arising whether directly or indirectly from the appointment of the Agent by the Vendor pursuant to this Agreement save and except to the extent that any such loss, damage and cost is directly attributable to the negligence of the Agent.
- 4.3 Without limitation, and for the avoidance of doubt, the indemnity provided by the Vendor in clause 4.2 includes and indemnity relating to any liability, claims demands or actions whatsoever relating to:
  - 4.3.1 any breach of this Agreement by the Vendor;
  - 4.3.2 any breach of the warranties provided by the Vendor pursuant to clause 4.1 or otherwise provided to the Agent by the Vendor.

INITIALS

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# Residential Sales Agency Agreement: Terms And Conditions



4.4 The Vendor expressly acknowledges that the indemnity contained in clause 4.2 is a continuing indemnity and survives expiration or termination of this Agreement.

## Vendor Acknowledgements

4.5 The Vendor expressly acknowledges and agrees that:

- 4.5.1 it is liable to pay the Expenses, and any other expenses agreed in writing, whether or not the Property is sold;
- 4.5.2 the Agent may receive a benefit as disclosed in Item 21 of the Schedule and the Vendor consents to the Agent receiving that benefit;
- 4.5.3 any amount owing by the Vendor to the Agent is deemed a debt of the Vendor to the Agent;
- 4.5.4 if an amount owing by the Vendor remains outstanding for seven (7) days, the Agent may issue a written notice to the Vendor requiring payment within three (3) business days;
- 4.5.5 in addition to any amounts owing to the Agent, the Vendor is expressly liable for any and all costs associated with the recovery and collection of those monies by the Agent from the Vendor (including legal fees on a full indemnity basis).

## **5. Agent's Authority**

The Vendor authorises the Agent to:

- 5.1 advertise and market the Property in accordance with the Marketing Plan and in such manner as the Agent considers appropriate;
- 5.2 appoint an auctioneer to assist in conducting an auction of the Property;
- 5.3 sign, on behalf of the Vendor, any contract for the sale of the Property effected by public auction and to authorise the auctioneer to sign such a contract on behalf of the Vendor;
- 5.4 accept any monies due to the Vendor prior to settlement in respect of the sale or proposed sale of the Property;
- 5.5 incur the Expenses up to the Expenses Limit;
- 5.6 transfer to itself from trust any monies payable to the Agent under this Agreement;
- 5.7 serve the tenant any written notice/s required under the *Residential Tenancies Act 1995*.

## **6. Agent's Obligations**

Unless otherwise specified in the Schedule, the Agent will:

- 6.1 use its best endeavours to sell the Property at the Price;
- 6.2 market and promote the Property for sale in accordance with the Marketing Plan;
- 6.3 negotiate the terms and conditions of sale with prospective purchasers in accordance with the Vendor's instructions;
- 6.4 provide to the Vendor a copy of any signed offer within forty eight (48) hours of receipt of such offer, or as otherwise agreed with the Vendor;
- 6.5 complete and serve all forms and notices required to be served by the Agent on behalf of the Vendor under the relevant laws;
- 6.6 unless directed otherwise by the Vendor, utilise the standard form of contract for sale and purchase of property authorised and approved by REISA from time to time;
- 6.7 at all times act in the best interests of the Vendor, and in compliance with its obligations under the Act and Regulations.

## **7. Professional Fee**

### Payment of Professional Fee

- 7.1 The Professional Fee is immediately payable by the Vendor to the Agent:
  - 7.1.1 upon completion of the sale of the Property; or
  - 7.1.2 in the case of clause 7.2.4 or clause 7.2.7, immediately upon written notice to the Vendor by the Agent.

### Circumstances where Professional Fee is payable

- 7.2 The Vendor must pay the Professional Fee where:
  - 7.2.1 the Agent effects the sale of the Property; or
  - 7.2.2 during the Sole Agency the Vendor enters into a contract to sell the Property notwithstanding that the purchaser may not have been introduced by, or sourced by, the Agent; or
  - 7.2.3 subject at all times to clause 7.3.2, the Agent introduces or otherwise procures a purchaser and the Vendor enters into a contract (including an option to purchase) for the sale of the Property with that purchaser within six (6) months from the date the Agent introduced that purchaser to the Property. For the purpose of this clause 7.2.3, the purchaser includes the purchaser's assignee or nominee; or
  - 7.2.4 a contract for the sale of the Property is effected by the Agent and entered into by the Vendor, and that contract is terminated due to the breach, default or unwillingness of the Vendor; or
  - 7.2.5 the Vendor is a Body Corporate, and a contract for the sale of the Property through the purchase of an interest in the Body Corporate is effected by the Agent and entered into by the Vendor or shareholders of the Vendor (as the case may be); or
  - 7.2.6 the Vendor is the trustee of a trust and the Property is trust property, and a contract for the sale of a beneficial interest in the trust is effected by the Agent and entered into by the Vendor;
  - 7.2.7 subject at all times to clause 7.3.2, the Agent procures an unconditional contract for the sale of the Property containing a price offer for the Property at or above the Price, or, in the case of auction, at or above the Vendor's reserve price, or, such other price as may be agreed by the Vendor in writing and, the Vendor refuses to enter into that contract.

### Circumstances where Professional Fee is not payable

- 7.3 The Vendor is not liable to pay the Professional Fee to the Agent where:
  - 7.3.1 if more than one general agency exists, the contract for sale and purchase of the Property is procured or effected by another registered agent (as defined under the *Land Agents Act 1994*);
  - 7.3.2 the Vendor has, following expiration or the termination of the Sole Agency Agreement, entered into a new sole agency agreement with another registered agent (as defined under the *Land Agents Act 1994*).

## **8. Other Fees and Expenses**

- 8.1 The Vendor must pay any Expenses incurred by the Agent up to the Expenses Limit within seven (7) days of the Agent rendering an account.
- 8.2 If the Property is withdrawn from sale, the Vendor must pay the Administration Fee (if applicable) and the Expenses (up to the Expenses Limit) incurred by the Agent within seven (7) days of the Agent rendering an account.

INITIALS

*Initials not required if using electronic signature*

# Residential Sales Agency Agreement: Terms And Conditions



## 9. Interest

The Vendor must pay interest on any amounts outstanding at the rate of five (5) percentage points per annum above the cash rate, as notified by the Reserve Bank of Australia.

## 10. Withdrawal from Sale

Subject to clause 8.2, the Vendor may withdraw the Property from sale at any time by written notice to the Agent, but such withdrawal does not constitute termination of this Agreement.

## 11. Sale by Public Auction

Where the Property is to be sold by public auction, the Agent or the auctioneer appointed by the Agent will auction the Property, unless sold beforehand, on the date specified in the Schedule. The auction will be subject to the reserve price specified in writing by the Vendor.

## 12. No Merger

The terms of this Agreement do not merge upon the expiration or termination of this Agreement or the transactions contemplated by this Agreement.

## 13. Goods and Services Tax (GST)

The Agent and the Vendor acknowledge and agree that:

- 13.1 If GST applies to any supply made under or in connection with this Agreement by either the Agent or the Vendor:
- 13.1.1 the Agent may, in addition to any amount or consideration expressed as payable in respect of the supply, recover from the Vendor an additional amount on account of GST; and
  - 13.1.2 the Vendor shall pay to or reimburse to the Agent or to a third party (as the case may be), any additional amount on account of any GST that is or was incurred, paid or payable by the Agent and/or the Vendor in respect of that supply; and
  - 13.1.3 the amount payable by the Vendor to the Agent or to a third party in respect of that supply shall be increased by the product of:
    - 13.1.3.1 the rate at which GST is imposed at that time; and
    - 13.1.3.2 the amount or consideration payable for the relevant supply; and
    - 13.1.3.3 the Vendor shall pay any additional amount on account of GST at the same time as the payment for the relevant supply is payable or at such other time as the Agent directs.
- 13.2 The Vendor agrees to pay and indemnify the Agent against any taxation penalties and/or interest that may be charged or levied against the Agent in respect of any GST liability under or in connection with this Agreement.
- 13.3 If for any reason any supply made under or in connection with this Agreement is not GST free or input taxed (as the case may be) as contemplated by the parties, then the Vendor shall on demand pay to the Agent by way of further consideration for the supply, an amount calculated in the manner specified in clause 13.1 including any penalties and/or interest incurred by the Agent under the GST Law.
- 13.4 This clause 13 shall survive the expiration or termination of this Agreement.

## 14. Information use and Privacy Consent

- 14.1 The Agent collects and uses the Vendor's Personal Information and any other information about the Vendor and/or the Property acquired by the Agent in the course of acting for the Vendor (collectively "**the Information**") to act on the Vendor's behalf and to perform the services and functions required by the Vendor in connection with this Agreement ("**Primary Purpose**"). Without limiting the generality of this clause, the Agent may disclose the Information to third parties as may be required to facilitate marketing and promotion activities, to arrange any works, repairs and maintenance in respect of the Property (where applicable), to comply with legislative requirements and for administration purposes.
- 14.2 Without provision of certain information the Agent may not be able to act effectively or at all on the Vendor's behalf.
- 14.3 In addition to the Primary Purpose, the Vendor acknowledges and agrees the Agent may subject to the *Privacy Act 1988 (Cth)* (where applicable):
- 14.3.1 collect, use and disclose the Information to promote the services of the Agent to the public and/or to seek potential clients; and
  - 14.3.2 disclose the Information to third parties such as, but not limited to, other real estate business, real estate related bodies, valuers, data collection agencies, financial institutions and media organisations
- 14.4 Subject to any applicable statutory limitations and requirements, the Vendor has the right to access any Personal Information which may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- 14.5 By signing this Agreement the Vendor expressly consents to the collection and use of the Information as provided for in this clause 14, and for the purposes of this agreement, "**Personal Information**" has the same meaning as in the *Privacy Act 1988 (Cth)*.

## 15. Electronic Communication

The parties to this agreement each consent to either of them or their representatives signing this agreement and any notices or documents under the Act by electronic signature pursuant to the Electronic Communications Act 2000 and delivering this agreement and any notices or documents under the Act by email pursuant to the Act and the Electronic Communications Act 2000.

## 16. Additional Conditions

This Agreement includes such other terms and conditions as specified in Item 25 of the Schedule.

## 17. General

- 17.1 This Agreement, or a right created under it, may not be waived or varied except in writing, signed and dated by the parties.
- 17.2 This Agreement constitutes the entire agreement and understanding between the parties.
- 17.3 This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of South Australia.
- 17.4 If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case, the parties hereby request and direct such court to sever such provisions from this Agreement.

INITIALS

*Initials not required if using electronic signature*

# Residential Sales Agency Agreement: Execution Page



### EXECUTED AS AN AGREEMENT

- The Vendor acknowledges receipt of the Form R1 prior to signing this agreement.
- The Vendor agrees that the agent is able to provide a copy of this agreement to the vendor within 48 hours of its execution.

Signed by or on behalf of Vendor 1  
Vendor Name

DocuSigned by:  
  
734D27F062844AB...

Date: 19-Jun-23

Signed by or on behalf of Vendor 2  
Vendor Name

DocuSigned by:  
  
734D27F062844AB...

Date: 19-Jun-23

Signed by or on behalf of Vendor 3  
Vendor Name

Date:

Signed by or on behalf of Vendor 4  
Vendor Name

Date:

Signed by or on behalf of the Agent

DocuSigned by:  
  
74633B5203424D7...

Date: 19-Jun-23

### Vendor Please Note:

1. REISA recommends that you should not sign any contractual document unless you are satisfied that you understand its terms.
2. Use of this Agreement by a non-member of REISA is a breach of Copyright.

### Payment by EFT into Trust Account

BSB:

Trust Account Number:

Trust Account Name:

Reference:

**NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES**

INITIALS

*Initials not required if using electronic signature*

# Form R1

## Sales Agency Agreements

### Rights & obligations of vendor

#### Land and Business (Sale and Conveyancing) Act 1994 section 20(2)

An agent must give you, the vendor, this guide outlining your rights and obligations before making a sales agency agreement with you.

#### Choosing an agent

Agents, including companies that are agents, must be registered under the Land Agents Act 1994. You can check whether they are registered on the Consumer and Business Services website: [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au).

Choosing the best real estate agent to negotiate the sale of your property is important. The services provided and the associated costs may vary significantly so it is a good idea to obtain advice from several agents before signing an agency agreement. You should ask them for their proposed marketing plan – what they will do to market your property and what will be your financial contribution to the marketing of the property.

It may not be in your best interests to choose the agent who provides you with the highest estimated sale price of your property because this price may be unachievable and could delay the sale.

When the agent provides you with an estimated sale price of your property you should ask how they have determined the estimated sale price. It is a requirement to include recent sales figures for comparable properties in your area and any other information the agent relies upon for their genuine estimate of the selling price in any sales agency agreement you choose to sign with an agent. You can also engage a qualified valuer to prepare an independent valuation if you so choose.

#### Role of the agent

When you list your property with an agent, you are employing them to sell your property for a price that is acceptable to you. The agent should always act in your best interest and engage in good business practices. The agent will charge a fee for their services either in the form of a commission, a set fee or a combination of both.

The agent should outline a marketing plan for your property and undertake various searches. You can generally expect the agent to:

- advise on a method of sale
- advertise and market the property
- organise and attend open house and other inspections
- attract prospective buyers
- communicate offers to you
- organise an auction, if this is the preferred method of sale
- arrange the signing of the contract of sale
- assist in the preparation of the disclosure statement to be given to the purchaser.

## The sales agency agreement

An agent must not act for you unless they have been authorised by a sales agency agreement that is dated and signed by you, the vendor, and the agent. This contractual agreement sets out the rights and obligations of both you, the vendor, and the agent. A copy must be given to you when you sign it or at a later time within 48 hours as agreed by you and the agent.

Every sales agency agreement for residential property must include:

- a description of the land that is the subject of the agreement
- your full name and that of the agent
- the agent's registration number
- the chattels that are included in or excluded from the sale
- the services that will be provided by the agent or another person for which you will be separately charged (e.g. advertising and marketing)
- the nature, source and amount of rebates that the agent expects to receive in relation to separately charged services (e.g. advertising and marketing)
- details of the circumstances in which the agent will be entitled to receive commission or fees for the sale of the land, and also the circumstances in which the sale may not be attributable to the agent
- the duration of the agency agreement (maximum term is 90 days for sale of residential land)
- the agent's genuine estimate of the sale price of the property (a single figure)
- the selling price you are seeking or would accept (a single figure)
- comparable sales data and any other information the agent relies upon to support their estimate
- the manner of sale of the property (e.g. auction, private treaty or tender)
- your rights to terminate the agreement
- whether the agreement is a sole agency agreement
- whether the agent has authority to accept an offer for the property on your behalf
- a term warranting that the agent will comply with the Act and will act in your best interests.

## Advertising and marketing

The sales agency agreement must specify all services that will be separately charged for, including advertising and marketing, and whether those services will be provided by the agent or by a third person. Amounts to be charged for the services and the time for payment must also be specified.

You should make sure you have a clear understanding of how the agent intends to market your property and what this will cost you. The cost of advertising and marketing a property varies significantly depending on the type of advertisement and where the advertisement will appear, e.g. the internet, The Advertiser. Some agents may charge a low commission rate but charge more for marketing and advertising your property.

You may be charged the up front cost of advertising with a particular publication, but agents commonly receive a rebate as a result of placing large numbers of advertisements.

You should make sure you ask the agent questions about the amount of advertising rebate that the agent expects to receive. You are within your rights to negotiate with the agent to receive some benefit from those rebates.

You should determine whether the amount you are paying for advertising and marketing a property is reasonable. The agent must disclose the nature, source and, if known, the amount or value of any rebate, discount, refund or other benefit they expect to receive in relation to these services. You can also include in a sales agency agreement a clause requiring the return to you of some or all of the rebate when it has been paid to the agent.

You must also ensure that any information provided to the agent about your property is factual and up-to-date. If a buyer can show that advertising of a property is false or misleading, the buyer may be able to take legal action. Under s36 of the Act, significant penalties apply to making false or misleading representations for the purpose of inducing another person to purchase a property.

#### Duration of the agreement

You should consider the length of the sales agency agreement because you may be obliged to continue under it even if you are unhappy with the services provided by the agent.

Under the Act, the maximum duration of a sales agency agreement is 90 days.

Towards the end of the sales agency agreement, you and your agent may decide to extend the sales agency agreement or enter into a subsequent or new sales agency agreement.

#### Price

In a sales agency agreement the agent must specify the agent's genuine estimate of the selling price of the property. It is important to note that this genuine estimate is not a valuation but rather the agent's best estimate of the likely price you could expect based upon a whole range of factors – it is in no way any guarantee that you will receive that price in the market place. The price must be expressed as a single figure without any words or symbols (eg \$300,000). In addition, the agent must provide you with details of sales of comparable land and any other information on which the agent will rely in support of their genuine estimate of the selling price.

The agreement must also specify a single figure sale price for the property that you would find acceptable to ensure any price advertising is not misleading or deceptive. If you are auctioning your property, you cannot increase your acceptable price in the agreement.

To help you decide on a price you should:

- consider the agent's estimated selling price
- research sale prices in your area
- consider seeking an independent valuation by a qualified valuer
- not allow emotion to cloud your judgment.

Having a realistic idea of the likely sale price of your property will help you avoid both disappointment and the risk of purchasing another property based on an unrealistic expectation of the sale price of your own property.

#### Prescribed minimum advertising price

The price that you and your agent list in the sales agency agreement will affect the price for which the property can be advertised. For example, if you advertise a likely sale price for your property, the price cannot be lower than the higher of the:

- amount you specify as acceptable in the sales agency agreement and
- amount the agent has estimated as the sale price.

#### Reserve price

The reserve price for the land must not, at any time before or during the auction, be set at an amount exceeding 110% of the amount that you have specified as your acceptable price in the sales agency agreement. For example, if you specify \$400,000 in the sales agency agreement as your acceptable selling price, then the reserve cannot be more than \$440,000.

## Manner of sale

The sales agency agreement must specify the manner of the sale.

The most common ways to sell a property are by auction or private treaty. Your agent should advise you of the most appropriate way to sell your property. You should ask the agent about the advantages and disadvantages of both methods of sale before you decide what to do.

## Termination of the agreement

A sales agency agreement must specify your rights to terminate the agreement. An agreement may limit your rights in this respect to certain circumstances, or provide for costly termination fees. An agreement may also deem termination to occur in certain circumstances; for example, if you sell the property privately, or through another agent. In such circumstances, depending on the agreement, the first agent may still be entitled to a commission. You should seek independent legal advice if you are unsure about your rights or the consequences of termination of an agreement.

## Sole agency agreement

The agreement must specify whether the agreement is a sole agency agreement.

Sole agency agreements are the most common form of agreement in South Australia. Your agent will most likely suggest a sole agency agreement, particularly where sale is to be by auction.

Under a sole agency agreement the agent has the exclusive right to sell the property and is entitled to receive the agreed commission whether or not they are the one to actually sell the property. In other words, if you sell the property yourself you will generally still have to pay the agent their commission. This will depend on the wording of the agreement.

## Authority to accept an offer

The sales agency agreement must specify whether or not the agent has authority to accept an offer on your behalf, for example when circumstances make it difficult to contact you at the time an offer to buy the property is made.

If an agent signs a contract of sale on your behalf, then the contract is binding on you. So, if you think it is appropriate for the agent to be able to accept an offer on your behalf then the contract should clearly state when and in what circumstances you consider it acceptable for the agent to accept an offer.

If, on the other hand, you retain the right to accept an offer yourself, then your property cannot be sold unless you agree to the offer.

## Disputes and complaints

If you have a dispute with an agent you should first try to resolve it with the agent. If that is unsuccessful, you can contact Consumer and Business Services on 131 882 for advice.

**If you engage a Conveyancer or legal practitioner for selling a property, a formal process to verify the identity and right to deal applies. Your conveyancer or legal practitioner must sign the settlement documents on your behalf and have a Client Authorisation signed by you to do so.**

**Disclaimer:** This publication is a plain language guide to your rights and responsibilities. It must not be relied upon as legal advice. For more information please refer to the appropriate legislation or seek independent legal advice.