

Agent Details

Agent: Nelson Alexander PTY LTD T/A Nelson Alexander **ACN:** 005 077 967
Northcote

Address: 119 High Street, Northcote Victoria 3070

Attention: Luke Sacco

Phone: 03 9486 1800

Mobile: 0407528040

Email: lsacco@nelsonalexander.com.au

Vendor Details

Vendor: Mark Goldman

ACN:

Address: 17 Kookaburra Walk, South Morang Victoria 3752 **ABN:** N/A

Attention:

Phone:

Mobile:

Email: mbaceg5@gmail.com

Vendor: Briggette Goldman

ACN:

Address: 17 Kookaburra Walk, South Morang Victoria 3752 **ABN:** N/A

Attention:

Phone:

Mobile: 0402413002

Email: briggette.goldman@gmail.com

Property Details

Property: 605/360 Lygon Street, Brunswick East Victoria 3057

Goods included: All fixed floor coverings, electric light fittings, window furnishings, fixtures and fittings of a permanent nature

Goods excluded:

Occupied Status: Vacant

Managing Agent:

Sale Terms

Exclusive authority period: 30 days

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

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: Private Sale

Vendor's asking price: \$499,000 payable in 30, 60, 90 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: \$499,000 OR a range between: and

Revised amount: OR a range between: and

Agent's Commission (incl GST)

An amount equal to 2.200% (including GST) of the Sale Price.

Example

If sold at price of: \$499,000 GST N/A

Dollar amount of estimated commission: \$10,978

Including GST of \$998.00

Marketing expenses (incl GST)

Advertising: \$5,105 Other: \$0 Total: \$5,105

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

Agent:

Vendor(s) Signature(s):


13/10/2023

Luke Sacco


18/10/2023

Mark Goldman


13/10/2023

Brigette Goldman

30/11/2023

  

TERMS OF APPOINTMENT

1. Nelson Alexander's Entitlement to Commission

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

- 1.1 by Nelson Alexander during the exclusive authority period or by any other person (including You or another agent); or
- 1.2 by Nelson Alexander during the continuing authority period; or
- 1.3 by Nelson Alexander 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 Nelson Alexander 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 if Nelson Alexander are 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, Nelson Alexander's exclusive authority period ends.

3.2 You may cancel the continuing authority period at any time by written notice to Nelson Alexander.

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

4. Your Acknowledgements

You acknowledge:

- 4.1 being informed by Nelson Alexander before signing this Authority that 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;
- 4.7 Nelson Alexander has relied on the information provided by You to prepare this Authority and Nelson Alexander will not be liable for any incorrect information and agree that Your personal information will be collected and may be used by Nelson Alexander, as provided in this Authority;
- 4.8 being informed by Nelson Alexander before signing this Authority that Nelson Alexander have procedures for resolving complaints and disputes;
- 4.9 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.
- 4.10 the Marketing Expenses include file administration, editorial request, consultancy, advertisement placement/proofing, internet response and funding of media campaign;
- 4.11 if the Property is subject to the provisions of the Residential Tenancies Act 1997 you may be obliged to compensate any Tenant for the inconvenience of allowing inspections of the Property during the sales process and that you will be liable for the cost of any such compensation.

5. Authority to Receive Notices

You authorise Nelson Alexander 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 Nelson Alexander 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 Nelson Alexander to share such commissions, if requested by Nelson Alexander.

7. Rebate

Nelson Alexander 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. Nelson Alexander 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. Nelson Alexander must pay You any rebate Nelson Alexander receives in relation to the sale of Your property. If Nelson Alexander 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, Nelson Alexander 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 Nelson Alexander 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 Nelson Alexander 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 Nelson Alexander, that person will procure the execution of a guarantee and indemnity in favour of Nelson Alexander 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 Nelson Alexander's legal practitioner.

11. Role as Stakeholder

If while a stakeholder Nelson Alexander 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 Nelson Alexander may retain out of the deposit moneys an amount equal to Nelson Alexander's Commission and/or Marketing Expenses that Nelson Alexander are then or will become entitled to and any other moneys that Nelson Alexander are or will become entitled to by law in relation

to the sale of the Property.

12. Dispute Resolution

Nelson Alexander has procedures for resolving complaints and disputes arising from the operation of Nelson Alexander 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 81 81. 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 You receiving an account for, or notice that Nelson Alexander has taken the amount in dispute, whichever is later.

14. Nelson Alexander's Role

Nelson Alexander will advertise, market and endeavour to sell the Property.

15. Collection and use of personal information

15.1 Nelson Alexander may collect personal information in relation to You and use it in relation to selling the Property. Nelson Alexander may provide it to others with whom Nelson Alexander need to have contact in connection with performing Nelson Alexander's role as estate agent.

15.2 Nelson Alexander may also use Your personal information in connection 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 Nelson Alexander to promote Nelson Alexander'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 Nelson Alexander during normal business hours Monday to Friday (excluding public holidays) to gain access to or amend any of Your personal information. Nelson Alexander'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 Nelson Alexander, then Nelson Alexander may not be able to act for You and/or effectively perform Nelson Alexander's role as estate agent.

15.5 Nelson Alexander will use personal information in accordance with the Privacy Policy and the Privacy Collection Notice adopted by Nelson Alexander. The Privacy Policy and the Privacy Collection Notice can be viewed at <https://www.nelsonalexander.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 Nelson Alexander from the sum of the deposit paid or recovered.

16.2 If You fail to pay Nelson Alexander any moneys due under this Authority within 30 days of receipt of Nelson Alexander's invoice ("the due date for payment"), then if demanded by Nelson Alexander 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 Nelson Alexander 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 Nelson Alexander's favour in a form acceptable to Nelson Alexander's legal practitioner.

16.5 You irrevocably authorise Nelson Alexander to deduct from any deposit moneys held by Nelson Alexander the Commission, Marketing Expenses and any other money due to Nelson Alexander 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 Nelson Alexander, You will pay the Commission, Marketing Expenses and any other money due to Nelson Alexander 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 Nelson Alexander as Your attorney under power to direct and authorise the conveyancer or legal practitioner to pay to Nelson Alexander on demand the Commission, Marketing Expenses and any other money due to Nelson Alexander 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 Nelson Alexander 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 Nelson Alexander on the signing of this Authority and in any event the Marketing Expenses will be payable on demand. When this Authority ends, Nelson Alexander will provide You with an itemised list of the Marketing Expenses and any State and Federal taxes expended or payable. Nelson Alexander 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 Nelson Alexander in respect of an acquisition from a third party to which Nelson Alexander are entitled to an input tax credit, the amount for payment or reimbursement or contribution will be the GST exclusive value of the acquisition by Nelson Alexander plus the GST payable in respect of that supply but only if Nelson Alexander'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 Nelson Alexander 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 Reserve Price.
For the purposes of clause 20.4.1 the offer must be in a contract of sale signed by the Purchaser and "Your Reserve Price" has the same meaning in clause 20.20.
- 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 accord 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 Nelson Alexander 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 Nelson Alexander in any way.
- 20.11 "Nelson Alexander " means any member of the Nelson Alexander network of estate agents.
- 20.12 "Marketing Expenses " means the advertising and other expenses of Nelson Alexander specified in the Particulars of Appointment.
- 20.13 "person " includes a natural person, a corporation and an incorporated association.
- 20.14 "Purchaser " means any person to whom the Property is sold.
- 20.15 "REIV " means The Real Estate Institute of Victoria Ltd (ACN 004 210 897).
- 20.16 "sold " is the result of obtaining a binding offer and "sale" and "sell" have corresponding meanings.
- 20.17 "security " includes mortgage, bond, debenture, covenant, charge, or appointment under the terms of which You are disposing of the Property.
- 20.18 "You " means the vendor named in the Particulars of Appointment.
- 20.19 "Your Price " means a price equal to or greater than Your Reserve Price stated in the Particulars of Appointment.
- 20.20 A reference to an act of Parliament includes an act amending or superseding the act referred to and any subordinate legislation.
- 20.21 If You or Nelson Alexander comprise more than one person, the respective obligations are joint and separate.

****** NOTE : If you are considering making an offer on a Nelson Alexander property prior to the scheduled Auction date - please check first with your agent, that the vendor is agreeable to considering offers and selling before Auction ******

The following guidelines have been put in place to ensure a fair and transparent process for all parties submitting an offer to purchase a property through Nelson Alexander.

If a purchaser wishes to make an offer on a property, it must be made in writing, in the prescribed format (see below), the offer will then be submitted to the vendor for consideration.

It is important to understand that when a property is to be sold before auction or by private treaty, Nelson Alexander has an obligation to inform all interested parties of other offers.

If the offer is deemed at 'an acceptable level' by the vendor, then one of the following courses of action will take place:

1. If there is no other interest in the property by any other purchasers, the property will be sold to the party who has made the 'acceptable' offer.

OR

2. If there are other interested parties in the property, then you may be asked to attend our office (usually 6pm the following business day), to participate in a "Boardroom Auction" with the other interested parties, much like a normal Auction, in an open and transparent manner.

Once the vendor (or their representative) has signed the Contract of Sale/Contract Note, the property is officially sold.

Prescribed Format: All offers must be submitted on a signed Contract of Sale or Contract Note & Section 32 Statement (as provided by the vendors representative), accompanied by a full deposit, before being submitted to the vendor for consideration. Any offer made on a property that is scheduled for Auction, must also be unconditional.

Nelson Alexander is acting on behalf of the vendor at all times and the vendors' decision is final.

By signing below, I acknowledge that I have read and understand the above guidelines.

Purchaser(s) Signatures(s):

Vendor(s) Signature(s):


18/10/2023

Mark Goldman


13/10/2023

Brigette Goldman

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, the vendor(s) named on page 1 of the attached Authority authorise Nelson Alexander to advertise and market my/our property at 605/360 Lygon Street, Brunswick East Victoria 3057 as follows:

Authority for Price Indication

Internet and Print Advertising (Select (a) OR (b))

- (a) with a price of: \$499,000
(*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:
(*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:
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 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:
(*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 **Nelson Alexander** 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 authority is effective until I/We give you another authority. If I/We give you another authority I/We will promptly confirm it another authority form, at your request.

Agent:



13/10/2023

Luke Sacco

Vendor(s) Signature(s):



18/10/2023

Mark Goldman



13/10/2023

Brigette Goldman

Authorisation for Enquiries and Offers

IMPORTANT ADVICE FOR YOU ABOUT THE AUSTRALIAN CONSUMER LAW ("ACL") AND ENQUIRIES AND 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 the enquiries or offers for my/our property, as indicated below. This authority is effective until I/We give you another authority. If I/We give you another authority I/We will promptly confirm it in another authority 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.

(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.

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 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.

(b) **Signed Contract of Sale and deposit required - price requirement applies**

Please refer enquiries or offers of 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 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.

Agent Signature


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13/10/2023

Luke Sacco

Vendor(s) signature(s)



18/10/2023

Mark Goldman



13/10/2023

Brigette Goldman

Revisions - 605/360 Lygon Street, Brunswick East Victoria 3057

Revised: 30 Nov 23
Marketing expenses

Advertising: \$5,105
Other: \$0
Total: \$5,105

Marketing expenses are payable on: Vendor to pay through Campaign Agent

30/11/2023



03/12/2023 05/12/2023