



## EXCLUSIVE SALES AUTHORITY PARTICULARS OF APPOINTMENT

### Agent Details

**Agent:** LUCAS REAL ESTATE PTY LTD T/A Lucas Real Estate

**ACN:** 161 186 367

**Attention:** Serena Su

**Address:** 1 401 Docklands Drive, Docklands Victoria 3008

**Phone:** 90911400

**Mobile:** 0499 083 362

**Email:** serena.su@lucasre.com.au

### Vendor Details

**Vendor:** Suet Hong Lee

**ACN:**

**Attention:**

**Address:** 19 Jalan Perisa, 13 Kuala Lumpur Wilayah, Persekutuan, 5700, Kuala Lumpur Malaysia

**Phone:**

**Mobile:** 0412028340

**Email:** lee.ayvee@yahoo.com

### Property Details

**Property:** 247/9 Wharf Street, Docklands Victoria 3008

**Chattels included:** As per contract

**Chattels excluded:**

### Sale Terms

**Exclusive authority period:** days after the date of this Authority.

**Continuing Authority Period:** days after 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

**Vendor's asking price:** To Be Advised payable in 30, 60, 90 days

### Agent's Estimate of Selling Price

Section 47A of the Estate Agents Act 1980: if a price range is specified, the difference between the upper and lower amounts cannot be more than 10% of the lower amount.

**Single amount:** **OR a range between:**

Section 47AE of the Estate Agents Act: if the Agent knows or could be reasonably expected to know that the ESP is no longer reasonable, the ESP is to be revised as follows:

**Revised amount:** **OR a range between:** and

### Agent's Commission (incl GST)

**Execution by or on behalf of the Agent and the Vendor(s)**

**Date:** Wed 27 Dec 2023

**SIGNATURE OF AGENT**

  
e1cf3cd1b4-edc0-4803-b7d0-000000000000

27/12/2023

Serena Su

**SIGNATURE OF VENDOR(S)**



02/01/2024

Suet Hong Lee

# Terms & Conditions

## 1 . Commission

You acknowledge and agree that:

- 1.1 the Agent shall carry out the Works;
- 1.2 the Agent is entitled to the Commission if the Property is Sold;
- 1.3 You will pay the Commission to the Agent if the Property is Sold:
  - (a) during the;
    - (i) Exclusive Authority Period; or
    - (ii) Continuing Authority Period;
  - (b) to any person that the Agent introduced and made aware that the Property was available for purchase:
    - (i) during the Exclusive Authority Period and that introduction leads to the Property being sold within 120 days after the Exclusive Authority Period;
- 1.4 the Agent may share the Commission with:
  - (a) employees of the Agent, provided those employees are Estate Agents; or
  - (b) representatives; or
  - (c) its business partners,provided that the Agent has given a notice to You in respect of the shared commission in the form approved by the Director upon signing of this Authority is signed.
- 1.5 should there be a dispute of Commission under sections 56A or 56B of the Act then You authorise the Agent to transfer its commission from its trust account to its office account pending the resolution of the dispute.

## 2 . Rebate Statement – no rebate to be received

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

## 3 . Your obligations

You agree that:

- 3.1 (Commission) you will pay to the Agent the Commission if the Property is Sold;
- 3.2 (Outgoings) you will pay to the Agent an amount equal to all of the Outgoings incurred by the Agent on behalf of You, within 14 days of receiving a tax invoice from the Agent (regardless of whether or not the Property has been Sold);
- 3.3 (Marketing Expenses) all Marketing Expenses incurred by the Agent on behalf of You during the Term of this Authority are payable by You on demand by Agent, irrespective of whether or not the Property is Sold;
- 3.4 (Notify of Dangerous Condition) if at any time You become aware of any Dangerous Condition, You will immediately notify the Agent in writing, and in the event that a person is injured as a result of the Dangerous Condition, You will fully indemnify and release the Agent (and anybody engaged through the Agent) against any resulting claim or proceeding;
- 3.5 (Advise of defects) You will at all times during the Exclusive Authority Period and any Continuing Authority Period keep the Agent advised of and disclose to the Agent in writing details of any defects in the Property likely to cause injury to persons occupying, entering or using the Property; and
- 3.6 (Payment of interest) You will pay interest on any monies not paid within 30 days of receiving an invoice from the Agent, at the rate set under section 2 of the Penalty interest Rates Act 1983 (Vic). The calculation of the interest payable will include the due date for payment up to and including the day on which the outstanding amount is paid in full.

## 4 . Your warranties

You warrant to the Agent that:

- 4.1 You have read this Authority;
- 4.2 You are the registered proprietor of the Property and are authorised to enter into this Authority;
- 4.3 there is no other existing and enforceable Exclusive Sale and Auction Authority in respect of the Property;
- 4.4 You have received a copy of this Authority signed by the Agent and You, at the time of signing this Authority;
- 4.5 prior to signing this Authority, Your attention has been drawn to the Notice of Commission Sharing Form, clause 2 (Rebate Statement) and clause 8 (Complaint Resolution);
- 4.6 the Property (including all fixtures, fittings and any goods and chattels leased with the Property) is not in a Dangerous Condition;

- 4.7 You have not and will not make, any statement or representation to the Agent that is false, misleading and/or deceptive or likely to be false, misleading and/or deceptive;
- 4.8 at the time of entering into this Authority, You disclosed to the Agent any and all material facts relating to the condition of the Property;
- 4.9 You were informed by the Agent before signing that the Commission and Marketing Expenses may be negotiated;
- 4.10 You will pay the Marketing Expenses irrespective of whether or not the Property is Sold;
- 4.11 You will pay the Commission to the Agent if the Property is Sold;
- 4.12 You will not engage in any dummy bidding; and
- 4.13 You authorise collection of Your personal information in accordance with the terms of this Authority.

## **5 . Deductions from the Deposit**

- 5.1 The Agent may, without authorisation from You, deduct the Commission or the Marketing Expenses from the deposit held by the Agent.
- 5.2 The Agent's right in subclause 5.1 may only be waived by the Agent in writing.
- 5.3 If any deposit money is held by Your conveyancer or legal practitioner, You appoint the Agent to act as Your attorney under power to direct and authorise the conveyancer or legal practitioner to pay any professional fees properly incurred and state and federal taxes required to be deducted by law, including GST, to the Agent.
- 5.4 The Agent may, apply a \$39.00 charge inc GST at the time of settlement for sundries. This fee includes costs resulted from bank fees, e-signing and long term file compliance with digital contract storage.

## **6 . Cancellation of sale**

If You are disposing of the Property under the terms of a security and the sale is cancelled, You will pay either:

- 6.1 within 14 days from the date of this Authority, the total Marketing Expenses and one-quarter of the Commission payable on:
- (a) the Vendor's Reserve; or
  - (b) the amount owing under the security which ever is the higher sum; or
- 6.2 after 14 days from the date of this Authority and on or before the date the Property is first marketed.

## **7 . Charge over Property as Security for Your Obligations**

- 7.1 In consideration of the Agent entering into this Authority, and in order to better secure its obligations under this Authority, You hereby:
- (a) charge all of Your present and future right, title and interest in the Property; and
  - (b) consent to the Agent lodging and registering a caveat in respect of the Property to secure all monies that are or may be due to it under this Authority; and
  - (c) agree to provide such further information and sign such further documents as necessary for the Agent to effect registration of the caveat and or enforce the charge granted under this clause 7 within two (2) business days of a written request by the Agent.
- 7.2 Should an Agent lodge and register a caveat in accordance with clause 7.1(b), You agree to pay the Agent's reasonable costs and expenses for the lodging and removal of the caveat on an indemnity basis.

## **8 . Termination**

- 8.1 The Continuing Authority Period begins immediately after the Exclusive Authority Period concludes and will continue until the expiry of the Term or upon termination in accordance with clause 8.2.
- 8.2 This Authority may be terminated by:
- (a) mutual agreement in writing at any time during the Term; or
  - (b) in the event of default, by the non-defaulting party after giving written notice identifying the default and providing a time limit for rectification of the default and the defaulting party failing to rectify the default within the provided time limit.

## **9 . Complaint resolution**

- 9.1 Any complaints relating the Commission or Outgoings can be made:
- (a) to the Director, Consumer Affairs Victoria at GPO Box 4567, Melbourne, Victoria, 3001; or
  - (b) 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 You receiving an account for, or notice that the agent has taken the amount in dispute, whichever is later.

9.2 You acknowledge that the Agent has procedures for resolving complaints and disputes arising from the operation of the Agent. If a complaint or dispute arises, please click the following link to refer to the Agent's customer service charter and complaints handling procedure: [www.lucasre.com.au/customerservice](http://www.lucasre.com.au/customerservice)

## **10 . GST**

10.1 In this clause 10, any expression used that is defined in GST Law has that defined meaning.

10.2 If any supply by one party (Supplier) to another party (Recipient) under or in connection with this agreement is a taxable supply, then the amount due to the Supplier for that supply will be the sum of:

(a) the GST exclusive consideration; and

(b) the amount of GST payable by the Supplier in respect of that supply, (the GST Amount).

10.3 The Recipient's obligation to pay to the GST Amount is subject to the Supplier first providing to the Recipient a tax invoice conforming with the requirements of GST Law.

## **11 . PRIVACY ACT 1988: APP NOTIFICATION OF COLLECTION OF PERSONAL INFORMATION**

11.1 For the purposes of this general condition unless context requires, all words and phrases shall have the same meaning as under the Privacy Act 1988 (Vic).

11.2 Upon entering into this Authority, You consent to the Agent collecting, holding, using and disclosing Your personal information for:

(a) the primary purpose of acting in connection with the marketing and sale of the Property and exercising and carrying out our rights and obligations under this Authority;

(b) the secondary purpose of providing, details of Your sale to the REIV realestate.com.au or domain.com.au or commercialrealestate.com.au or realestateview.com.au to enable them to collect and/or disseminate details of the sale or real estate; promoting our services to the public and potential clients; promoting the Agent's services to the public and potential clients; responding to enquiries from Consumer Affairs Victoria and the REIV, complying with the law; and

(c) as required to comply with the Agent's legal obligations including the disclosure of sale prices as required by the Act.

11.3 You also consent to the Agent using Your personal information for direct marketing and telemarketing including but not limited to our services.

11.4 Your consent survives termination of this Authority and continues until You inform the Agent Your consent is withdrawn.

11.5 The kinds of personal information the Agent will collect and hold are Your name, address, date of birth, contact details, bank account details, credit and debit card details.

11.6 The Agent will collect Your personal information from You and may hold it in hard copy and or electronic form.

11.7 The Agent can be contacted between 9.00 am and 5.00 pm Monday to Friday (excluding public holidays) for you to access, update or seek correction of Your personal information. The Agent's contact details are set out in the Particulars of Appointment. The main consequences for You if Your personal information is not provided is that the Agent may not be able to act for You or sell the Property.

11.8 If you consider the Agent has breached the Australian Privacy Principals, You may complain to the Agent by letter, fax or email using the Agent's contact details set out in the Particulars of Appointment. The Agent will promptly consider Your complaint and attend to resolve it in a timely manner. If The Agent is unable to resolve Your complaint You may refer it to the Office of the Australian Commission, GPS Box 5288, Sydney, NSW 2001 or enquiries@oaic.gov.au.

11.9 We are unlikely to disclose Your personal information to overseas recipients.

## **12 . Authority to sign for You**

12.1 You hereby authorise the Agent to sign any documents associated with the Works on Your behalf, including a contract of sale of land, a vendor statement under section 32 of the Sale of Land Act 1962 (Vic), if you accept an Offer.

12.2 You also authorise the Agent to sign any document to release the deposits paid under a contract of sale under section 27 of the Sale of Land Act 1962 (Vic).

12.3 You acknowledge that you will be legally bound by any document signed by the Agent in accordance with the authority granted at clause 12.1.

## **13 . General Conditions**

13.1 Each party will promptly execute all documents and do all things that another party from time to time reasonably requires of it to effect, perfect or complete the terms and conditions of this Authority and any transaction contemplated by it.

13.2 A provision of this Authority which can and is intended to operate after its conclusion will remain in full force and effect.

13.3 A single or partial exercise or waiver of a right relating to this Authority will not prevent any other exercise of that right or the exercise of any other right.

13.4 A party will not be liable for any loss, cost or expense of any other party caused or contributed to by any waiver, exercise, attempted exercise or failure to exercise, or any delay in the exercise of, a right.

13.5 This Authority may not be modified, discharged or abandoned unless by a document signed by the parties.

13.6 The rights and obligations of each party under this Authority are personal. No party may assign, encumber or otherwise deal with such rights and obligations without the prior written consent of all other parties.

13.7 Excluding the Agent, a corporation or an incorporated association that signs on behalf of You is personally responsible for the performance of Your obligations as if the signatory was You.

13.8 This Authority is to be governed by and construed in accordance with all applicable laws in force in the State from time to time and the parties submit to the non-exclusive jurisdiction of the courts of the State.

13.9 This Authority records the entire agreement between the parties in relation to its subject matter. It supersedes all prior contracts, arrangements, understandings or negotiations by, or between, the parties in relation to the subject matter of this document.

13.10 Electronic Communications and Execution:

(a) You acknowledge that in accordance with the *Electronic Transactions (Victoria) Act 2000*, the Agent may send notices and this Authorisation via electronic means, and You agree that this is a valid form of notice in writing in accordance with the Act and consent to this use of electronic communications by the Agent.)

(b) You acknowledge that the Agent will use the contact details provided in the Particulars for the purposes outlined above and that it is Your responsibility to notify the Agent, in writing; of any changes in Your contact details and any failure to do so will not render notice invalid.

(c) You acknowledge that You are entering into a binding agreement if this Authority is signed by electronic signature.

(d) This Authority may be either signed face to face with the Agent or separately. If signed face to face the Agent may require that proof of identity documents be presented and sighted. If signed separately, the electronic platform will send You a verification code via text to Your mobile device which must be entered by You at the time of signing.

#### 14 . Definitions and interpretation

In this Authority, unless specified to the contrary:

14.1 **Act** means the *Estate Agents Act 1980* (Vic), including any applicable amendments or variation passed as law.

14.2 **Agent** means the person named in the Particulars of Appointment

14.3 **Authority** means this Exclusive Sale Authority.

14.4 **Binding Offer** means:

(a) an offer at the Vendor's Reserve and on the terms set out in clause 1 that would result in a legally enforceable contract, if the contract was signed by the Vendor and exchanged with the Purchaser. The contract must be signed by the Purchaser; or

(b) a legally enforceable contract of sale signed by or on behalf of the Vendor and the Purchaser.

14.5 **CAV** means Consumer Affairs Victoria.

14.6 **Commission** means the amount specified in the Particulars of Appointment.

14.7 **Comparable Properties** means properties that the Agent reasonably considers to be comparable to the Property in line with section 47AC of the Act. Generally, it refers to properties of similar condition and location, and that were sold in a comparable timeframe.

14.8 **Continuing Authority Period** means the period specified in the Particulars of Appointment. The Continuing Authority Period begins on the day after the Exclusive Authority Period ends and lasts for the duration specified in the Particulars of Appointment.

14.9 **Dangerous Condition** means any physical defect in the Property that may cause damage to the Property or injure any person on the Property.

14.10 **Deposit Moneys** has the same meaning as it has in the *Sale of Land Act 1962* (Vic). Generally, it refers to money paid as part of the agreed price but before the purchaser or lessor is entitled to the title of the Property.

14.11 **Director** means the Director of CAV.

14.12 **Estate Agent** has the meaning given to it in the Act.

14.13 **Exclusive Authority Period** means the period specified in the Particulars of Appointment. If no time period is specified, the Exclusive Authority Period will conclude 60 days after the date of that this agreement is executed.

14.14 **GST** has the meaning given to that term in the GST Law.

14.15 **GST Law** has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

14.16 **Marketing Expenses** means the advertising and other expenses of the Agent specified in the Professional Fees, Commission and Marketing Expenses Agreement, including the marketing activities listed at Annexure 1.

14.17 **Offer** means an offer made a Purchaser of prospective Purchaser.

- 14.18 **Outgoings** means the Marketing Expenses and any other expenses authorised by You.
- 14.19 **Private Sale** means a sale of the Property conducted by private negotiation.
- 14.20 **Professional Fees** means the total of the Commission and Marketing Expenses as duly authorised and expended.
- 14.21 **Professional Fees, Commission and Marketing Expenses Agreement** means the agreement provided to You at the time of signing this Authority.
- 14.22 **Property** means the property described in the Particulars of Appointment.
- 14.23 **Purchaser** means the person to whom the Property is sold.
- 14.24 **Security** includes mortgage, bond, debenture, covenant, charge, or appointment under the terms of which You are disposing of the Property.
- 14.25 **Works** means:
- (a) advertising and marketing the Property for the purpose of selling the Property; and
  - (b) facilitating a Private Sale.
- 14.26 **Sold** is the result of obtaining a binding offer and "sale" and "sell" have corresponding meanings.
- 14.27 **State** means the state of Victoria, Australia.
- 14.28 **Statement of Information** means the statement prepared by the Agent in accordance with the provisions of the Act.
- 14.29 **Term** means the Continuing Authority Period and the Exclusive Authority Period and any further period as determined between You and the Agent in writing.
- 14.30 **Vendor's Reserve or Reserve Price** means a price equal to or greater than the Vendor's reserve stated in the Particulars of Appointment.
- 14.31 **You** or **Your** means the Vendor named in the Particulars of Appointment.

## **15 . Rules for interpretation**

In this Authority unless specified to the contrary:

- 15.1 Words importing the singular number include the plural and vice versa and words importing any gender include all other genders.
- 15.2 Headings are for reference only and shall not affect the construction of this Authority.
- 15.3 A reference to a party if more than one is to them jointly and severally.
- 15.4 All schedules are included as part of this Authority.
- 15.5 Any reference to "dollars" or "\$" is a reference to Australian currency.
- 15.6 The expression "person" shall include a corporation.
- 15.7 Use of the word including and similar expressions are not, nor are they to be interpreted as, words of limitation.
- 15.8 A reference to a party includes the party's executors, administrators, successors and permitted assigns.
- 15.9 A reference to a person includes a natural person, a company or other entities recognised by law.
- 15.10 A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislation or legislative provision substituted for, that legislation or legislative provision.
- 15.11 The language in all parts of this Authority shall be in all cases construed in accordance with its fair and common meaning and not strictly for or against any of the parties.

## **16 . Compliance with Law**

- 16.1 This Authority is to be interpreted so that it complies with all applicable laws and if any provision does not comply then it must be read down so as to give it as much effect as possible.
- 16.2 The parties agree that they intend to comply with all applicable laws and agree to rectify this Authority if required (including re-signing) this Authority to give effect to any required changes.
- 16.3 If it is not possible to give a provision any effect at all, then it is to be severed from this Authority in which case the remainder of this Authority will continue to have full force and effect.

## **17 . Agent's disclosure**

IMPORTANT – Vendor(s), please read each of these disclosures carefully before signing this Authority, and sign below to confirm that You have read and understood each one.

- 17.1 The Agent has informed You, prior to signing this Authority that the Agent's Commission and the Outgoings are subject to negotiation.
- 17.2 The Agent has provided You with an estimate of the selling price of the Property and evidence of 3 Comparable Properties to determine the estimated selling price (or if evidence of 3 Comparable Properties was not available, confirmation of same) prior to signing the Authority.
- 17.3 The Agent is required under the Act to prepare a Statement of Information for the Property and must also attach a copy of the Statement of Information to any form of Internet advertising for the Property, display a copy of

the Statement of Information at any inspection of the Property and provide a copy of the Statement of Information to any prospective buyer if requested within 2 business days.

17.4 The Agent may amend the Indicative Selling Price (as that term is defined in the Act) as set out in the Statement of Information from time to time if the Agent believes that the original estimated selling price is no longer reasonable (due to changing market conditions or market feedback), if You have provided the Agent with a Reserve Price or asking price for the Property; or if You have rejected a written offer to purchase the Property because the price proposed was too low.

17.5 The Agent has provided You with, and You acknowledge receiving, a copy of the Notice of Commission Sharing form as attached to this Authority.

17.6 The Agent has advised You that they will not be, or are not likely to be entitled to any rebate related to the Works and has drawn Your attention to clause 2 prior to You signing this Authority.

17.7 The Agent has advised You that the Agent has procedures for resolving complaints and disputes arising from the operation of the Agent's estate agency practice and drawn Your attention to clause 9 prior to You signing this Authority.

17.8 The Agent has provided You with, and You acknowledge receiving, a copy of the Professional Fees, Commission and Marketing Expenses Agreement and You acknowledge Your consent to the proposed marketing schedule and budgeted advertising expenses.

17.9 The Agent has provided You with, and You acknowledge receiving, a copy of this completed Authority at the time the Authority was signed by You.

## **18 . Execution**

18.1 The parties agree that this Authority may be executed on the basis of an exchange of hand or electronically signed, scanned or electronic copies of this Authority, and:

- (a) Execution of this Authority by such means is to be a valid and sufficient exchange;
- (b) Each party declares that it has full authority to execute this Authority and that it has obtained any necessary consents or approvals and has affixed his/her/its own signature (by hand or electronically);
- (c) No party will challenge the validity of this Authority by the use of remote or electronically affixed signatures applied by such means; and
- (d) This Authority may be executed in any number of counterparts and all counterparts taken together constitute one and the same instrument.