

# SALES INSPECTION REPORT AND AUCTION AGENCY AGREEMENT

Property Stock and Business Agents Act 2002 and Regulations requires all agent's instructions to be in the form of a written agreement.

(s) **BENJAMIN MARTIN DAVID HUNTER**  
& **SHELLY REBECCA HUNTER**  
ABN / ACN **NIL** GST Registered

Address **17 HILLCREST AVE MONA VALE**

Phone: **(B) 0421438 358 (S) 0424 488 341**

Email: **shelly\_hunter@rocketmail.com**

\*Note: By including your email address, you consent to service any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email

Agent **Lachlan Elder Realty Pty Limited** Corporation Licence No. 834654  
Licensee in Charge **Lachlan Elder** Licence No. 244160  
ABN: 35002332247 GST Registered: YES

Trading as **L J Hooker Mona Vale**

Address **3/18 Bungan Street Mona Vale 2103**

Phone: 02 9979 8000 Fax: 02 9979 7666 Email: **lelder@ljhm.com.au**

## ADDRESS OF PROPERTY FOR SALE

**17 HILLCREST AVE MONA VALE 2103**

Together with inclusions as specified in Contract for Sale

Exclusions: None Advised

Covenants/easements/defects/notices/orders as specified in Contract for Sale, if known

Offered: with vacant possession

Special Conditions (if any) as specified in Contract for Sale

## PRICE

Price at which the property is to be offered (including GST, if any)

\$ ~~Guide \$4,200,000~~ \$3,800,000

Recommended method of sale:

Agent's opinion as to current estimated selling price (or price range)

\$ ~~4,200,000~~ Guide \$3,800,000

(this opinion is not to be construed as a valuation and if a price range is used then the highest price in the price range must not be more than 10% higher than the lowest price in this price range). The vendor agrees to have the estimated selling price and or buyers guide disclosed to buyers Yes ☒ No ☐

## PRINCIPAL'S SOLICITOR

Name of Solicitor: **Rob Rigg**

Phone:

Firm: **Rigg Conveyancing**

Address: **1/10 Rickard Rd North Narrabeen**

Signature of Agent

Date of Report

**8/8/2025**

## AGREEMENT

### Agency Period

1. IN CONSIDERATION of the Agent promising to use their best endeavours to sell the subject property, the Principal hereby grants to the Agent exclusive selling rights of the property for a period from **8/8/2025** to **8/12/2025** now called the "Exclusive Agency Period"
2. i) In addition to the exclusive selling rights granted to the Agent under Clause 1, the Principal also grants to the Agent non-exclusive selling rights of the property commencing on the expiry of the Exclusive Agency Period specified in Clause 1 and until such time as either the property is sold or this agreement is terminated by either party giving notice in writing, now called the "Continuing Agency Period".

NOTE: If the exclusive agency period is for a fixed term exceeding 90 days, then the Principal can terminate this agreement without penalty at any time after the end of the first 90 days by giving 30 days notice in writing (this clause does not apply where the contract for sale provides for the construction by the Principal of a dwelling on the land).

### Reserve Price

3. The agent is authorised to sell the property for not less than the reserve price of \$ **TBA** or such other price as the Principal may agree to accept. In the event that a reserve price is not specified in this agreement the Principal shall advise the Agent in writing of the reserve price before the start of bidding for the property at the auction.

### Auction Date

4. The Agent is authorised to submit the property to public auction on **TBA** or such other date as agreed to by the Principal.

### Agent's Remuneration

5. (i) The Agent shall be entitled to a fee of **1.5% - 2.2% Net G.W.** (GST incl.) if during the Exclusive Agency Period the property is sold either: **EXCHANGE**  
(a) by the Agent; (b) by any other Agent; or (c) by the Principal.  
(ii) The Agent shall also be entitled to a fee at the agreed amount if at any time following the expiration of the Exclusive Agency Period the Principal enters into a contract for the sale of the property to a purchaser introduced to the Principal or the property during the Exclusive Agency Period by the Agent, by any other Agent or by the Principal.  
(iii) The Agent shall be entitled to a fee at the agreed amount if during the Continuing Agency Period they introduce to the Principal or the property a purchaser who subsequently enters into a binding contract.  
(iv) The Agent's commission is calculated on the GST exclusive selling price.  
(v) The Agent's remuneration in the event of a sale at the Agent's estimate of selling price would equate to \$ **63,000 - \$92,400** (GST incl.)  
(vi) The fee to which the agent is entitled shall be due and payable on demand;  
(a) On completion of the sale; or  
(b) If the sale is not completed owing to the default of the Principal after the parties have entered into a binding contract; or  
(c) If after entering into a binding contract the Principal & purchaser mutually agree not to proceed with the contract.  
(d) If offer & acceptance has occurred and the Principal decides not to enter into a binding contract.

**WARNING:** The term immediately above provides that a commission is payable under this agreement even if the sale of the property is not completed.

**IMPORTANT:** This is an exclusive agency agreement. This means you may have to pay the agent commission even if another agent (or you) sell the property or introduce a buyer who later buys the property.

**WARNING:** Have you signed an agency agreement for the sale of this property with another agent? If you have you may have to pay 2 commissions (if this agreement or the other agreement you have signed is a sole or exclusive agency agreement).

### Inspection

6. Unless otherwise instructed by the Principal, any prospective purchaser is entitled to inspect the property at anytime.

### Promotional Activities

7. The sale of the property is to be advertised and/or otherwise promoted as per the attached schedule For Sale Sign: Permission is hereby granted for the Agent to erect "For Sale" signage. It is acknowledged that the Agent is not responsible for any liability, damages or injuries incurred as a result of the erection of the signage.

### Expenses

8. The Agent shall be entitled to reimbursement for the following expenses incurred by them:
- | Item   | Amount             | When due and payable                  |
|--|--------------------|---------------------------------------|
| Marketing  | \$ <b>5,436.00</b> | On Invoice / On Settlement/Withdrawal |
| TOTAL amount of expenses or charges the Agent expects to incur and for which they are entitled under this Agreement to be reimbursed (inclusive GST where applicable) \$ <b>5,436.00</b> |                    |                                       |

9. Note: The fees and expenses cannot be varied except as agreed by the Principal in writing.

### Disclosure of Rebates, Discounts or Commissions in Respect of Expenses

10. In respect of any expenses to be incurred by the Principal or the Agent on behalf of the Principal pursuant to this agreement, the Agent discloses that the Agent may receive the following rebates, discounts or commissions from third parties.

| Name of Third Party | Estimated Amount of Rebate, Discount or Commission   |
|---------------------|--|
| Domain Group        | Depending on the Agent's advertising spend, the Agent may receive the following benefit: Shares in a related entity of Domain Group known as NSW Real Estate Media Pty Ltd |

I acknowledge that by signing this agreement I am denied the right to sell the property myself without paying a fee. The Agent and Principal acknowledge and confirm that prior to signing this agreement both parties have read, understood and agreed to the terms and conditions on the reverse side of this Agreement.

### Consumers Guide

11. The Principal acknowledges that they have been given a copy of the consumers guide "Agency Agreements for the Sale of Residential Property" prior to signing this agreement

Yes ☒ No ☐ Date **8/8/2025**

You (the Vendor) have a cooling-off period for this agreement. If you do not wish to continue with this agreement you can cancel it until 5pm on the next business day or Saturday.

Have you waived the cooling-off period in writing? Yes ☐ No ☒

Signature of Principal(s)

Date **8/8/2025**

Signature of Agent

Date **8/8/2025**





# SALES INSPECTION REPORT AND AUCTION AGENCY AGREEMENT (AND CONTINUING AGENCY)

## Principal's Fee Obligation

12. The fee to which the Agent is entitled shall be due and payable on completion of the sale or upon demand if the sale is not completed owing to the default of the Principal after the parties have entered into a binding contract.

The fees and expenses cannot be varied except as agreed by the Principal in writing.

## Deposit

13. It is irrevocably agreed that all monies paid by the purchaser as deposit monies shall be held by the Agent in their trust account as stakeholder pending completion.

## Authority to Deduct

14. The Agent is entitled to deduct all fees, expenses and charges from the deposit monies on receipt of authorisation from the purchaser or their solicitor to account to the Principal or their solicitor.

## Financial Institution Taxes or Deductions

15. The Agent shall be entitled to be reimbursed for any taxes or deductions debited by banks or other financial institutions against the Agent's account and attributable to the affairs of the Principal.

## Contract for Sale

16. Where the land is residential property (as defined in Division 8 of Part 4 of the Conveyancing Act 1919), the Agent cannot act on behalf of the Principal in respect of the sale of the property unless the Agent has a Copy of the proposed Contract for Sale in respect of the property Available for inspection.
17. The Agent is authorised to enter into and sign a Contract for Sale in terms to be provided by the Principal or their solicitor to the Agent.

## Principal's Authority

18. The Principal warrants that they have the authority to enter into this agreement.

## Conjunction

19. Unless otherwise instructed, the Agent may allow other Agents to act in conjunction with them in order to effect a sale but only one fee will be payable.

## Limit of Agent's Services

20. The Agent does not undertake to perform any other services in connection with the sale.

## GST

21. (i) Any amounts referred to in this agreement which are payable by the Principal to the Agent in respect of services provided by the Agent under this agreement, including reimbursement of expenses, are expressed inclusive of the Goods and Services Tax ("GST"), at the rate of 10% (the current rate). In the event of the current rate being increased or decreased by legislation, the parties agree that any amounts referred to in this agreement will be varied accordingly.
- (ii) The parties agree that the time of supply for GST purposes shall be the completion date of the sale.
- (iii) The event the Principal agrees to sell the property under the margin scheme, the Principal will provide to the Agent, prior to entering into a Contract for Sale of the property, all necessary documentation so that the Agent can properly determine the GST exclusive selling price of the property, and calculate the commission payable by the Principal.

## Agents Indemnity and Liability

22. The Principal will hold and keep indemnified the Agent against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Agent in the course of or arising out of the performance or exercise of any of the powers, duties or authorities of the Agent under this agreement.

## Financial and Investment Advice

23. WARNING: Any financial or investment advice provided by the Agent to the Principal is of a general nature only whose preparation does not take into account the individual circumstances, objectives, financial situation or needs of the Principal. The Principal is advised to consult with their own independent financial and/or investment adviser.

## Acknowledgements

24. The Principal acknowledges being served with a copy of this agreement.

## Privacy Policy

25. The Agent uses personal information collected from or about the Principal to act as the Principal's Agent and to perform their obligations under this agreement.

The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients.

The Agent may disclose information to other parties including advisors, media organisations, on the internet, to potential buyers, or to clients of the Agent both existing and potential, as well as to parties engaged to evaluate the property, owners' corporations, valuers, government and statutory bodies and financial institutions.

The Agent will only disclose information to other parties as required to perform their duties under this agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy Act 1988.

If the Principal would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this agreement.

The Principal can also correct this information if it is inaccurate, incomplete or out-of-date.

Real estate and tax law requires some of this information to be collected. If the information is not provided, the Agent may not be able to act on the Principal's behalf effectively or at all.

## Material Fact

26. (i) The Principal warrants that the Principal has supplied the Agent in writing with all relevant details and information pertaining to all of the material facts in respect of the Property.
- (ii) The Principal acknowledges that the *Property, Stock and Business Agents Act 2002* requires the Agent to disclose all material facts to prospective and actual purchasers.
- (iii) The Principal directs the Agent to disclose all of the material facts provided in writing by the Principal to the Agent to all prospective and actual purchasers of the Property.
- (iv) In this clause "material fact" has the same meaning as it has in Section 52 of the *Property, Stock and Business Agents Act 2002*.

Principal(s) signature

Date

8/8/2025

# Addendum to Sales Agency Agreement

Further to section 52 of the *Property and Stock Agents Act 2002* & *Clause 19 of the Sales Inspection Report and Exclusive Agency Agreement – Material Facts*

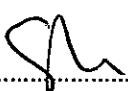
PROPERTY ADDRESS: 17 HILLREST AVE MONA JALE 2103

PRINCIPAL: BENJAMIN MARTIN DAVID HUNTER & STELLY REBECCA HUNTER.


Notes: A material fact is a fact that would be important to a reasonable person in deciding whether or not to proceed with a particular transaction. These are facts which: may be sufficiently significant or relevant to influence decisions on whether to buy, sell or rent, and could impact the market value of a property.

AN AGENT MUST NOT FAIL TO DISCLOSE A MATERIAL FACT OF A KIND PRESCRIBED BY THE REGULATION THAT THE AGENT KNOWS OR OUGHT REASONABLY TO KNOW

|  |   |
|--|---|
| Have all reasonable steps been taken to determine whether any of the below listed material facts apply to the property   | YES <input checked="" type="radio"/> NO |
| <b>MATERIAL FACTS</b>  |   |
| Within the last 5 years, the property has been subject to flooding from a natural weather event or bush fire   | YES <input checked="" type="radio"/> NO |
| The property is subject to significant health or safety risks  | YES <input checked="" type="radio"/> NO |
| The property is listed on the register of residential premises that contain loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the Home Building Act 1989   | YES <input checked="" type="radio"/> NO |
| Within the last 5 years the property was the scene of a crime of murder or manslaughter  | YES <input checked="" type="radio"/> NO |
| Within the last 2 years the property has been used for the purposes of the manufacture, cultivation or supply of any prohibited drug or prohibited plant within the meaning of the Drug Misuse and Trafficking Act 1985  | YES <input checked="" type="radio"/> NO |
| The property is, or is part of, a building that contains external combustible cladding   |   |
| (1) To which there is a notice of intention to issue a fire safety order or a fire safety order has been issued requiring rectification of the building regarding the external combustible cladding, or  | YES <input checked="" type="radio"/> NO |
| (2) There is a notice of intention to issue a building product rectification order or a building product rectification order has been issued requiring rectification of the building regarding external combustible cladding   | YES <input checked="" type="radio"/> NO |
| The property is, or is part of, a building where a development application or complying development certificate application has been lodged under the Environmental Planning and Assessment Act 1979 for rectification of the building regarding external combustible cladding   | YES <input checked="" type="radio"/> NO |
| <b>NOTES:</b><br>Agents need to use their judgement when disclosing material facts.<br><br>Facts of a non-sensitive nature such as the area of the land on which the property stands, would likely be provided as part of the standard marketing campaign.<br><br>Disclosure of more sensitive information may be more appropriately revealed when there are indications that a person is seriously considering purchasing the property. |   |

  
SIGNATURE OF VENDOR  
8/8/2025  
DATE  
STELLY REBECCA HUNTER  
NAME OF SIGNATORY

  
SIGNATURE OF VENDOR  
8/8/2025  
DATE  
BENJAMIN MARTIN DAVID HUNTER  
NAME OF SIGNATORY

  
SIGNATURE OF AGENT  
8/8/2025  
DATE  
MARCO CIMINO  
NAME OF AGENT

