

**SALES INSPECTION REPORT AND
EXCLUSIVE SELLING AGENCY
AGREEMENT AND CONTINUING AGENCY**

PART 1 | SALES INSPECTION REPORT

SCHEDULE 2, PART 1, CLAUSE 2 OF THE PROPERTY AND STOCK AGENTS REGULATION

VENDOR

NAME: Sufiyan Irfan

ADDRESS: 22A PARK ST, PEAKHURST NSW 2210

PHONE: 61415778222

EMAIL: sufiiyanirfan1613@gmail.com

LICENSEE

BUSINESS NAME: I Sayed Investments Pty Ltd (Licenced user of Ausrealty) **ABN:** ABN 53 647 496 222 **Registered for GST:** Yes

NAME: Ausrealty Careers

ADDRESS: 848 King Georges Road, South Hurstville NSW 2221

PHONE: 61414151111

EMAIL: careers@ausrealty.com.au

LICENCE NUMBER: 10119295

VENDORS SOLICITOR/CONVEYANCER

COMPANY NAME: DPH Lawyers

ADDRESS:

PHONE: (02) 9585 9555

EMAIL: dphlawyers@gmail.com

PROPERTY [This form is for the sale of Residential Property only and not for Rural Land]

ADDRESS: 43 Rona Street, Peakhurst

Occupation status of Property: Vacant possession

Other terms and conditions of sale known to the Agent: To be advised, as per contract, not known yet.

Fittings and Fixtures included in the sale: To be advised, as per contract, not known yet.

Fittings and Fixtures excluded in the sale: To be advised, as per contract, not known yet.

Details of any Covenants, Easements, Defects, Local Government Notices or Orders affecting the property that are known to the Agent: To be advised, as per contract, not known yet.

Agents Recommendation as to Most Suitable Method of Sale: Private Treaty

Agents estimate of the Selling Price (or Price Range) for the Property: \$2,100,000 - \$2,310,000

Any special Instructions about Marketing and Showing of the Property: At Agent's discretion and accompanied by an agent.

SIGNATURE OF SALES INSPECTION REPORT

Agents Signature



Date of Report

agreement date comes here

PART 2 | PARTICULARS FOR EXCLUSIVE SELLING AGENCY AGREEMENT AND CONTINUING AGENCY AGREEMENT

A. AGENCY APPOINTMENT [CLAUSE 2]

EXCLUSIVE AGENCY PERIOD: The vendor grants the Licensee exclusive selling rights over the Property for the period from **30 days of agreement**

Continuing Agency Period: The Vendor grants the Licensee non-exclusive selling rights over the Property from the [day after above end date] being the day after the expiry of the Exclusive Agency Period, until the earlier of:

- a. the sale of the Property; or
- b. the termination of this Agreement pursuant to clause 2.2 of Part 3

B. METHOD OF SALE

Method of sale: Private Treaty

false

C. PRICE AT WHICH THE PROPERTY IS TO BE OFFERED (FOR PRIVATE TREAT SALES) [CLAUSE 3]

PRICE: Offers Invited

D. LICENSEE'S REMUNERATION [CLAUSE 4]

The Licensee's GST inclusive commission shall be calculated on the GST inclusive selling price in the following way: Commission payable 0%

[e.g. % of sale price/fixed amount/% of sale price plus fixed amount/other]

Should the sale price be more or less than the estimated selling price, the commission payable shall be calculated on the sale price alone, at the percentage (if any) indicated above.

If the Property is sold for the Licensees ESTIMATE of: **\$2,100,000 - \$2,310,000**

the GST inclusive remuneration would be: **\$0 - \$0**

Commission notes:

IMPORTANT: This is an exclusive agency agreement. This means you may have to pay the agent commission even if another agent (or you) sells the property or introduces 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).

E. EXPENSES AND CHARGES [CLAUSE 5]

Government and other imposts are to be reimbursed as charged.

The expenses or charges the Licensee expects to incur in connection with services to be provided under the Agency Agreement, and for which the Licensee is entitled under the Agency Agreement to be reimbursed (including any advertising and promotion costs) are as follows:

Description of expense or charge, and services it is connected with:

Description of expense or charge, and services it is connected with,	Estimated or Actual (GST inclusive) See attached annexure	When reimbursement is expected to be due and payable to the Licensee
Total marketing expenses	As per shopping cart	Upon Invoice

F. ADVERTISING AND PROMOTION [CLAUSE 6]

Manner of Advertising and Promotion: At Agent discretion upon meeting with Vendor/s.

G. INSPECTION OF PROPERTY [CLAUSE 7]

Manner of Inspection: Accompanied by an Agent.

H. DISCLOSURE OF REBATES, DISCOUNTS, COMMISSIONS OR OTHER BENEFITS [CLAUSE 20]

Name of source:	Description:	Actual or Estimate (to the extent it can reasonably be estimated) (GST inclusive:)
NIL	NIL	NIL

ADDITIONAL INSTRUCTIONS

Termination clause: The vendor may terminate this agreement at any time with one (1) days notice

MATERIAL FACT DISCLOSURE

This disclosure is to be read in conjunction with clause 9 of the Agreement.

In accordance with the requirements pursuant to section 52(1)(b) of the Property and Stock Agents Act 2002 and Regulation 54 of the Property and Stock Agents Regulation 2014, please disclose whether the following material facts are applicable to the property the subject of this agreement.

Don't Know.

Building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

External combustible cladding and fire safety order have the same meanings as in the Environmental Planning and Assessment Regulation 2000.

ESTIMATED SELLING PRICE - EVIDENCE

By signing below the Vendor acknowledges having received the following evidence of the reasonableness of the estimated selling price


Comparative Market Analysis

The Agent and the Vendor/s acknowledge and confirm that before signing this agreement the Agent and the Vendor/s have read and understood and agree to the terms and conditions in Part 3 of this agreement and the Vendor/s acknowledges being served (by electronic means or otherwise) with a copy of this agreement within 48 hours after this agreement was signed by or on behalf of the Licensee.

The approved guide entitled "Agency Agreements for the sale of Residential Property" was provide to the Vendor within one month of this agreement being signed or on behalf of the Vendor/s (failure to do so is an offence)

Yes

Date Provided: signing date comes here [Clause 13].

Name	Signature	Date
Sufiyan Irfan		

PART 3 | TERMS AND CONDITIONS OF EXCLUSIVE SELLING AGENCY AGREEMENT AND CONTINUING AGENCY AGREEMENT

1. DEFINITIONS

1. 1. "the Act" means the Property and Stock Agents Act 2002 (NSW).
1. 2. "the ETA" means the Electronic Transactions Act 2000 (NSW).
1. 3. "Agreement" means this Sales Inspection Report and Exclusive Selling Agency Agreement and Continuing Agency Agreement, including the terms and conditions set out in this Part 3.
1. 4. "Government and other imposts" includes State and Federal Taxes and any tax in the nature of a goods or services tax and any other taxes or charges debited by banks or financial institutions against the account of the Licensee in relation to sale of the Property.
1. 5. "Introduced" – A Purchaser shall be taken to have been "Introduced" to the Property or the Vendor by the Licensee, by any other agent, or by any other person (including the Vendor):
 - a. if the Purchaser becomes aware that the Property is available for sale as a result of reading any advertisement, notice or placard referring to the availability of the Property for sale, published or erected by, or in the name of, the Licensee or that other agent or that other person (including the Vendor);

or

- b. if the fact that the Property is available for sale is otherwise made known to the Purchaser by or through the Licensee or that other agent or that other person (including the Vendor); or
 - c. if the Licensee or that other agent or that other person (including the Vendor) is an effective cause of the Sale, whether or not the Sale agreement is entered into whilst this Agreement is on foot; and
 - d. regardless of the fact that more than one person could be said to have Introduced the Purchaser to the Property or the Vendor, within the meaning of this clause; and
 - e. regardless of whether the Purchaser is merely related to or known by the person who had the actual relevant dealings with the Licensee or that other agent or that other person (including the Vendor); and
 - f. regardless of when the Purchaser came into existence or acquired legal personality or capacity.
1. 6. "Material Fact" is a fact that would be important to a reasonable person in deciding whether or not to proceed with a particular transaction or a matter prescribed by the Act or clause 54 Property and Stock Agents Regulation.
1. 7. "Person" includes a corporation or representative of a corporation.
1. 8. "Purchaser" includes a person who enters into a binding agreement to purchase the Property (which includes the exercising of an option, or entering into any agreement that is in effect, if not by name or strict legal construction, a purchase of the Property), whether or not it completes.
1. 9. "Sale" includes a binding agreement to purchase the Property (which includes the exercising of an option, or entering into any agreement that is in effect, if not by name or strict legal construction, a purchase of the Property), whether or not it completes.
1. 10. Words importing one gender include the other and singular includes the plural and vice versa (e.g. "Vendor", if applicable, refers to the vendors, when two or more people own the Property).
1. 11. A reference to includes means includes but without limitation.

2. AGENCY

2. 1. The Vendor appoints the Licensee to sell the Property on behalf of the Vendor as:

- a. exclusive selling agent for the sale of the Property, for the Exclusive Agency Period set out in Part 2, Item A; and (b) at the expiry of the Exclusive Agency Period, as non-exclusive selling agent for the sale of the Property for the Continuing Agency Period set out in Part 2, Item A.

3. PRICE

3. 1. If the Property is sold by private treaty, the Vendor authorises the Licensee to sell the Property at the price set out in Item C of the Particulars or such other price the Vendor approves.

4. LICENSEE'S REMUNERATION

4. 1. Remuneration - The Licensee is entitled to the Remuneration set out in Item D of the Particulars ("the Remuneration") as follows:-

- a. The Licensee will be entitled to the Commission set out in Item D of the Particulars ("the Commission") if, during the Exclusive Agency Period:
 - i. the Purchaser is Introduced to the Property or the Vendor by the Licensee, by any other agent, or by any other person (including the Vendor), whether or not a Sale of the Property occurs whilst this Agreement is on foot; or
 - ii. there is a Sale of the Property, even if the Sale does not complete (and regardless of the cause of the Sale not completing).
- b. The Licensee will be entitled to the Commission if, during the Continuing Agency Period:
 - i. the Purchaser is Introduced to the Property or the Vendor by the Licensee, by an agent who is not lawfully appointed pursuant to the Act, or by any other person (including the Vendor), whether or not a Sale of the Property occurs whilst this Agreement is on foot; or
 - ii. there is a Sale of the Property other than a Sale resulting from the Purchaser being Introduced to the Property or the Vendor during the Continuing Agency Period by another agent lawfully appointed pursuant to the Act, even if the Sale does not complete (and regardless of the cause of the Sale not completing).
- c. The Commission is due and payable by the Vendor to the Licensee immediately and in full when the Sale of the Property completes.
- d. If, after the Vendor and the Purchaser have entered into a binding agreement for the Sale of the Property:
 - i. the Vendor and the Purchaser enter into a mutual agreement (whether written or verbal) to rescind the agreement or otherwise not proceed with the Sale; or
 - ii. the agreement is terminated as a result of the default of the Vendor; or
 - iii. the agreement is terminated as a result of the default of the Purchaser (regardless of the amount of the deposit which has been paid at the date of termination, and regardless of the amount of the deposit which is forfeited to or recoverable by the Vendor); or
 - iv. the Vendor does not proceed with the Sale for any other reason (including a postponement of the completion of the Sale for more than 30 days after the original completion date),
the Commission will become due and payable by the Vendor to the Licensee immediately.
- e. The Commission is calculated (as set out in Item D of the Particulars) on the selling price, and is inclusive of GST.

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) sells the property or introduces 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).

4. 2. Authority to Deduct – The Licensee may, upon receipt of a direction from the Purchaser or their Legal Representative authorising the Licensee to account to the Vendor for the deposit, deduct from the deposit all or part of the Remuneration, and all or part of the Expenses and Charges that are payable to the Licensee pursuant to this Agreement, up to the entire amount of the deposit.

4. 3. Variation - The Remuneration provided for in this Agreement (that is, both the Commission and the Other Services) cannot be varied except as agreed in writing by the Vendor.

5. EXPENSES AND CHARGES

5. 1. The Vendor must reimburse the Licensee for the expenses and charges incurred and described in Item E of the Particulars. Those services and amounts cannot be varied except with the agreement in writing of the Vendor.

5. 2. The reimbursement is due and payable as and when the Vendor is notified by the Licensee that the expenses or charges have been incurred.

5. 3. The actual amount incurred is to be reimbursed (including any additional GST which the Licensee is or becomes liable to pay to the Commonwealth), even if it exceeds the estimate (if any) that is given in Item E.

5. 4. Variation - The Expenses and Charges provided for in this Agreement cannot be varied except as agreed in writing by the Vendor.

6. ADVERTISING AND PROMOTION

6. 1. The Licensee will advertise or otherwise promote the Property as set out in Item F of the Particulars.

6. 2. If the Licensee is to pay any advertising or promotion costs, they are to be included in Item E as "Expenses and Charges".

6. 3. The Licensee is authorised to erect a For Sale sign at the Property unless instructed differently.

6. 4. The Vendor acknowledges that the Licensee is not responsible for any liability, injury or damage incurred as a result of the sign being erected at the Property.

7. CONJUNCTION AGENTS

7. 1. The Vendor acknowledges that the Licensee is authorised to act in conjunction with another licensed real estate agent to market and sell the Property, however the Licensee is not authorised to offer any payment to the conjunction agent other than a payment that is made by, or from monies owing to, the Licensee.

7. 2. For the avoidance of doubt, and notwithstanding any other provision in this Agreement:

the Licensee is forbidden to pay any conjunction fee or any other payment in the nature of a referral fee to a person who is not appropriately licensed under the Act or under any other legislation applicable to them;

the use of a conjunction agent does not increase the amount of, or vary in any way, the Remuneration or the Expenses and Charges, unless expressly agreed in writing; and

if during the Continuing Agency Period, a Sale of the Property results from the Licensee acting as a conjunction agent (as opposed to the Licensee using a conjunction agent), the Licensee is not entitled to be paid any of the Commission, but is permitted to accept payment from monies that are held by or owing to that other licensed agent.

8. MATERIAL FACTS

8. 1. The Vendor acknowledges that pursuant to the Act and clause 54 Property and Stock Agents Regulation, the Licensee is required to disclose all "Material Facts" relating to the Property to any prospective or actual purchaser.

8. 2. The Vendor warrants that they have provided to the Licensee all information which may be considered a "Material Fact" in relation to the Property and they have completed the Material Fact disclosure document which forms part of this Agreement.

8. 3. The Vendor warrants that if they become aware of any further information that may be considered a Material Fact after entering into this Agreement they will immediately provide that information to the Licensee.

8. 4. The Vendor authorises and directs the Licensee to disclose anything which may be a "Material Fact" in relation to the Property to any actual or prospective purchaser of the Property.

8. 5. The Vendor indemnifies the Licensee against all actions, claims and demands brought against, and all costs, losses and liabilities incurred by the Licensee arising from or connected with a failure on the part of the Vendor to disclose a "Material Fact" or as a result, howsoever caused, of the Vendor providing false, misleading or deceptive information to the Licensee.

9. DEPOSIT

9. 1. The Vendor agrees that any deposit paid in accordance with an agreement for the sale of the Property will be held in the Trust Account of the Licensee as stakeholder, as directed by the parties, pending completion of the sale.

10. FINANCIAL INSTITUTION TAXES OR DEDUCTIONS

10. 1. If the Licensee incurs any taxes or deductions debited by banks or other financial institutions against the Licensee's account, that relate to the affairs of the Vendor, the Licensee is entitled to be reimbursed for the charges it incurs.

11. PAYMENT TO THE VENDOR

11. 1. If any money that is held by the Licensee in respect of this Agreement becomes due and payable to the Vendor, the Vendor directs the Licensee to pay the money by cheque or electronic funds transfer to the Vendor's bank account.

12. APPROVED GUIDE

12. 1. The Vendor confirms that prior to (but no more than 1 month prior to) the Vendor signing this Agreement, the Licensee has provided the Vendor with a copy of the approved guide entitled 'Agency Agreements for the Sale of Residential Property'.

13. CONTRACT FOR SALE

13. 1. The Licensee must not offer the Property (if the Property is a residential property), for sale unless a copy of the proposed contract for the sale of the Property (including all mandatory disclosure documents required by section 52A of the Conveyancing Act 1919) is available for inspection by prospective purchasers at the Licensee's registered office.

13. 2. The Vendor must provide to the Licensee a copy of the contract for sale as soon as it is practicable.

13. 3. The Licensee is not authorised to sign a contract for sale on behalf of the Vendor.

14. INDEMNITY

14. 1. The Agent having complied with its obligations under this Agreement and not having been negligent, the Vendor indemnifies the Agent, its officers and employees, from and against all actions, claims, demands, losses, costs damages and expenses arising out of this Agreement in respect of:

- i. authorised sales advertising and signage; or
- ii. the Vendor's failure to comply with this Agreement; or
- iii. the Vendor's failure to give the Agent prompt and appropriate authority or instruction, or sufficient funds to carry out an instruction or authority; or
- iv. the Agent acting on behalf of the Vendor under this Agreement; or
- v. the Agent incurring legal costs of employing the services of a credit collection agency to recover unpaid debts; or
- vi. any claim for compensation in respect of damage or loss to the Vendor's goods; or
- vii. a warning label or safety instructions having been removed, damaged or defaced where a product or fitting has been supplied to the Property with such a label or instruction attached.

15. WARRANTY BY THE VENDOR

15. 1. The Vendor warrants to the Licensee that the Vendor has any necessary authority to enter into this Agreement with the Licensee.

16. GST

16. 1. In this clause, GST Law has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth), and terms used which are not defined in this Agreement but which are defined in the GST Law, have the meanings given in the GST Law.

16. 2. Unless stated otherwise, all consideration provided under or referred to in this Agreement is stated as an amount that is inclusive of GST, at the rate of 10%. If the rate of GST is increased or decreased, the Vendor and the Licensee agree that these GST inclusive amounts will be varied to reflect that increase or decrease. The time of supply for the purposes of the GST Law is the time when the consideration is payable pursuant to this Agreement.

16. 3. The Vendor must pay to the Licensee any GST payable in respect of any taxable supply made by the Licensee to the Vendor. Upon request by the Vendor, the Licensee will provide a tax invoice in respect of any such taxable supply.

17. PRIVACY NOTICE

17. 1. The Privacy Act 1988 (Cth) regulates the collection, use, storage and disclosure of personal information of the Vendor by the Licensee.

17. 2. The information is collected by and pursuant to this Agreement.

17. 3. The information collected enables the Licensee to act for and on behalf of the Vendor and to carry out effectively the Licensee's obligations under and pursuant to the terms of this Agreement and to perform and promote the real estate agency services of the Licensee. Some of the information is required by law and without it the Licensee may not be able to act for and on behalf of the Vendor.

17. 4. The intended recipients of the information are any person to whom, and any body or agency to which, it is usual to disclose the information to enable the Licensee to perform the services under or pursuant to this Agreement, real estate agency services, or to otherwise act as permitted by the Privacy Act 1988, including potential tenants, actual or potential landlords, contractors (tradespeople), print and electronic media, internet, State or Federal authorities, or organisations (as well as owners' corporations and community associations).

17. 5. The Vendor has the right to access the information and may do so by contacting the Licensee. The Vendor has the right to require correction of the information if it is not accurate, up-to-date and complete.

18. FINANCIAL AND INVESTMENT ADVICE

18. 1. **WARNING:** Any financial or investment advice provided to the Vendor by the Licensee is general advice and does not take into account the individual circumstances of the Vendor or the Vendor's objectives, financial situation or needs. The Vendor must seek and rely on their own independent financial and investment advice from an appropriately licensed financial adviser.

19. REBATES, DISCOUNTS, COMMISSIONS AND OTHER BENEFITS

19. 1. The Licensee has made a reasonable attempt to set out in Item H of the Particulars any rebates, discounts, commissions, or other benefits that the Licensee will or may receive in respect of the expenses charged under this Agreement, and the estimated amount of those rebates, discounts, commissions, or other benefits (to the extent that the amount can reasonably be estimated). The Vendor agrees that the Licensee is entitled to retain all such rebates, discounts, commissions, or other benefits.

20. LIMIT OF LICENSEE'S SERVICES

20. 1. The Licensee will not undertake any other services in connection with the sale of the Property, other than the services listed in this Agreement.

21. CONSTRUCTION OF THIS AGREEMENT, INCLUDING ADDITIONAL CLAUSES

21. 1. If a provision of this Agreement (including any amendments to it, or any additional clauses or special conditions inserted in it) is illegal or unenforceable (including as a result of being found either to be uncertain, or to give rise to uncertainty when read in conjunction with the original text of this Agreement, or to not give rise to a legally binding agreement), that provision may be severed and the remainder of this Agreement will continue in force.

22. ELECTRONIC SIGNATURES

22. 1. The Licensee and the Vendor agree that, by typing or entering the text of their names where and when requested to do so:

- a. they are acknowledging and warranting that by doing so, they are identifying themselves to each other (including identifying themselves, as applicable, as either offeror or offeree), for the purposes of the ETA or any other applicable law;
- b. they will have signed this Agreement or affixed their signature to it, for the purposes of the ETA or any other applicable law that requires this Agreement to be signed by the Licensee or the Vendor;
- c. this Agreement will thereby contain their electronic signature, for the purposes of the ETA or any other applicable law; (d) they will be expressing and confirming their immediate intention to be legally bound by this Agreement, which they acknowledge contains all of the terms of the agreement between them, and is the finalised form of the agreement between them;
- d. they are consenting to each other identifying themselves, signing this Agreement, and expressing their intentions as referred to in this clause, in this way;
- e. they are agreeing that this Agreement is in writing, that this Agreement has been signed by them, that their signature and other information contained in this Agreement has been given or provided in writing, and that nothing in the electronic format of this Agreement (including the method of signing it) affects the legally binding and enforceable nature of this Agreement; and
- f. they will be representing the matters in the previous sub-clause to one another, and in turn will be acting in reliance on each other's representations to that same effect.

RECOMMENDED SOLD

Address	Price	Score Match
43 Caledonia Crescent, Peakhurst	\$2,235,000	86%
60 Johnstone Street, Peakhurst	\$2,380,000	84%
9A Johnstone Street, Peakhurst	\$1,320,000	83%
3 Denise Crescent, Peakhurst	\$1,450,000	82%
64 Isaac Street, Peakhurst	\$2,335,000	76%
58 Baumans Road, Peakhurst	\$2,850,000	76%
11 Greenlands Avenue, Peakhurst	\$1,660,000	73%
Peakhurst	\$2,006,500	72%
90A Ogilvy Street, Peakhurst	N/A	72%
39 Caledonia Crescent, Peakhurst	\$2,310,000	72%
39a Caledonia Crescent, Peakhurst	N/A	72%
1 Tonitto Avenue, Peakhurst	\$1,600,000	69%

Address	Price	Score Match
73 Baumans Road, Peakhurst	\$1,851,350	66%
9A Evans Street, Peakhurst	\$2,200,000	63%
42a Mavis Avenue, Peakhurst	\$1,577,000	62%
6 Arnold Street, Peakhurst	\$1,830,000	62%

RECOMMENDED SALES

Address	Price	Score Match
17 Taffs Avenue, Lugarno	N/A	80%
1/23aa Salt Pan Road, Peakhurst	N/A	72%
22 Redgum Drive, Lugarno	N/A	72%
40 Park Street, Peakhurst	N/A	69%
45 Elm Street, Lugarno	N/A	66%
24 Weemala Avenue, Riverwood	N/A	62%

MARKETING

Photography	
Floorplan	
Video	
Copywriting	
Styling	
Brochures	
Signboard	
Mailcards	
Social media	
Realestate.com.au	
Domain.com.au	
Ausrealty.com.au	
Auctioneer	
TOTAL	\$5000-8000