

# Exclusive Sale Authority

## Particulars of Appointment

VICPROP

### Agent Details

**Agent:** VP SUNSHINE PTY LTD T/A VICPROP SUNSHINE

**ACN:** 690 097 182

**Address:** Level 1, Office 2 254 Hampshire Road, Sunshine Victoria 3020

**Attention:** Mark Amable

**Phone:**

**Mobile:** 0433 687 477

**Email:** mark.amable@vicprop.com.au

### Vendor Details

**Vendor:** David John Nicholls

**ACN:**

**Address:** 6910/648 Lonsdale Street, Melbourne Victoria 3000

**ABN:** N/A

**Attention:**

**Phone:**

**Mobile:** 041930420

**Email:** david@solvebusiness.com.au

**Vendor:** Annette Louise Liotta

**ACN:**

**Address:** u6910/648 Lonsdale Street, Melbourne Victoria 3000

**ABN:** N/A

**Attention:**

**Phone:**

**Mobile:** 0419876951

**Email:** annette@solvebusiness.com.au

### Property Details

**Property:** 13/2-4 The Gables, Albion Victoria 3020

**Goods included:** Fixtures and fittings of a permanent nature

**Goods excluded:**

### Sale Terms

Exclusive authority period: 60 days

Continuing authority period: 60 days

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:** To Be Advised payable in 30, 45, 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: OR a range between: \$250,000 and \$270,000

Revised amount: OR a range between: and

### Agent's Commission (incl GST)

1.6% - 3.5% to be chosen by the vendor upon unconditional sale

Please refer to Commission Attachment .

**Marketing expenses (incl GST)**

Advertising: \$0.00

Other: \$0.00

Total: \$0

Marketing expenses are payable on:  signing of this Authority **OR**

written request

**Agent:**

**Vendor(s) Signature(s):**



21/02/2026

Mark Amable



21/02/2026

David John Nicholls



21/02/2026

Annette Louise Liotta

**Date:** Sat 21 Feb 2026

## 1. Appointment

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- 1.1 The Vendor irrevocably engages and appoints the Agent upon the terms and conditions herein to be the sole and exclusive Agent with the exclusive right to advertise, market to sell the Property for the duration of the Exclusive Authority Period.
- 1.2 The Vendor understands that this Authority is in no way a guarantee by the Agent that it will sell the Property, however, the Agent will use its continued best efforts to sell the Property during the term of this Authority.

## 2. Exclusive Authority Period

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- 2.1 The Exclusive Authority Period is specified in the Particulars of Appointment.
- 2.2 If this Authority does not specify an Exclusive Authority Period, subject to section 54(1) of the Estate Agents Act 1980 (Vic), the Exclusive Authority Period ends:
  - 2.2.1 in the case of a sale by auction, 30 days after the date of the auction;
  - 2.2.2 in any other case, 60 days after the date the Authority is signed by, or on behalf of, the seller of the real estate or business.

## 3. Continuing Authority Period

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- 3.1 The Continuing Authority Period is specified in the Particulars of Appointment.
- 3.2 If this Authority specifies a Continuing Authority Period, the Continuing Authority Period:
  - 3.2.1 starts on the day after the day on which the Exclusive Authority period ends; and
  - 3.2.2 continues for the number of days specified in the Particulars of Appointment unless terminated by the Vendor in accordance with this Authority.
- 3.3 The Vendor may terminate the Continuing Authority Period at any time by written notice to the Agent.

## 4. Agent's entitlement to Commission

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- 4.1 The Agent will endeavour to sell the Property in consideration for which the Vendor must pay the Agent the Commission specified in the Particulars of Appointment.
- 4.2 For the purpose of this Authority, the Property shall be deemed to have been 'sold' by the Agent and the Vendor agrees to pay the Commission to the Agent if:
  - 4.2.1 during the Exclusive Authority Period and/or Continuing Authority Period, immediately upon the Agent obtaining a Binding Offer, regardless of whether or not the Vendor subsequently changes their mind to sell the Property;
  - 4.2.2 the Property is sold to a Purchaser introduced to the Vendor or his representative by the Agent before the Vendor signed this Authority;
  - 4.2.3 the Property is sold to a Purchaser introduced to the Vendor or his representative by the Agent before this Authority ends;
  - 4.2.4 the Property is sold to any other person during the Exclusive Authority Period;
  - 4.2.5 the Property is sold to a Purchaser after the expiration of the Exclusive Authority Period for a price (or less) to a person introduced to the Vendor by the Agent and to whom as a result of the introduction the Property is sold to the Purchaser;
  - 4.2.6 the Purchaser was Introduced to the Property by the Agent during the Exclusive Authority Period or Continuing Authority Period and to whom as a result of the introduction, the Property is sold; and
  - 4.2.7 the Property is sold to a Purchaser introduced to the Vendor in circumstances where the Agent can be said to be the effective cause of the sale of the Property.
- 4.3 The Vendor agrees to pay the Agent the Commission if the Property is sold notwithstanding:
  - 4.3.1 the Deposit Moneys paid, or some part thereof, is forfeited for whatever reason;
  - 4.3.2 the Vendor and Purchaser agree to cancel an unconditional contract of sale or to end an unconditional contract of sale;
  - 4.3.3 the default of the Vendor or Purchaser.
- 4.4 The Agent is irrevocably authorised by the Vendor to deduct the Commission including GST which the Agent incurs from the Deposit Moneys.
- 4.5 The Vendor alone is responsible for payment of money due to the Agent under this Authority.

## 5. Deposit Moneys

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- 5.1 Any Deposit Moneys paid by a Purchaser must be paid to the Agent unless the Agent otherwise agrees in writing and the Vendor authorises the Agent to accept and hold on the Vendor's behalf any and all money paid as Deposit Moneys in regards

to the sale of the Property in accordance with the laws of the State of Victoria.

- 5.2** If Deposit Moneys have not been given to the Agent, the Vendor authorises and irrevocably appoints the Agent and each of its officers jointly and severally to be the Attorneys of the Vendor to:
- 5.2.1** have the Deposit Moneys transferred to the Agent's Trust Account and to deduct from the Deposit Moneys held by the Agent any moneys owing to the Agent on the earlier of settlement of the Property or when there is an entitlement to forfeit the Deposit Moneys or when the Vendor is entitled under the Authority to sell or at law to have the Deposit Moneys released to the Vendor forfeited; and/or
  - 5.2.2** direct any lawyer or conveyancer who acts for the Vendor to pay from the settlement proceeds of the settlement of the Property any moneys owing to the Agent.
- 5.3** It is expressly understood and agreed that, in the event of forfeiture by a prospective Purchaser, then the Agent may retain a sum equal to the Commission and Marketing Expenses from the Deposit Moneys which would have been paid to it on the sale of the Property.
- 5.4** If for whatever reason the Purchaser does not complete the purchase and forfeits the Deposit Moneys, the Vendor will take all reasonable steps to recover any unpaid Deposit Moneys from the purchaser and/or any other person liable for payment of the Deposit Moneys

## **6. Vendor Warranties**

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- 6.1** The Vendor warrants that it:
- 6.1.1** has good right and lawful authority to sell the Property;
  - 6.1.2** the right to enter into this Authority without restriction and does not suffer or is otherwise under any legal disability;
  - 6.1.3** has not entered into any other exclusive authority with another party to sell the Property and that in the circumstances were the Vendor has entered into any other authority with another party to sell the Property that the Vendor may, and most probably will, be liable to pay more than one commission.
- 6.2** The Vendor warrants that it will promptly:
- 6.2.1** supply complete Information and other information to and assist and cooperate with Agent in effecting any transaction for the sale of the Property when requested by Agent;
  - 6.2.2** give the Agent all reasonable assistance in the performance of its obligations and services under this Authority if requested by the Agent;
  - 6.2.3** supply all documents upon request by the Agent.

## **7. Vendor acknowledgements and authorities**

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- 7.1** The Vendor hereby irrevocably acknowledges that:
- 7.1.1** it has read and understood the terms and conditions of this Authority;
  - 7.1.2** It has been advised by the Agent that it has the right to negotiate the Agent's Commission;
  - 7.1.3** in entering into this Authority, it has not been induced to do so and does not rely on any representation, warranty or other term not forming part of this Authority;
  - 7.1.4** it has made its own appropriate inquiries prior to entering into this Authority;
  - 7.1.5** it has the right to seek its own independent legal advice on this Authority and has sought such legal advice on this Authority or has had the opportunity to obtain legal advice;
  - 7.1.6** the Agent or its agent(s) has not, nor has anyone on the Agent's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the Property or that any structures comply with the current or any building regulations;
  - 7.1.7** it has received either by electronic means or by hard copy its complete Authority upon signing, or soon as practicable after signing;
  - 7.1.8** it will be necessary for the Agent to incur Marketing Expenses pursuant to the terms of this Authority and that those Marketing Expenses are incurred by the Agent on the Vendor's behalf;
  - 7.1.9** it will pay the Agent all expenses including but not limited to Marketing Expenses incurred by Agent; and
- 7.2** The Vendor authorises the Agent to display and/or advertise the Property on all available advertising mediums including but not limited to the internet, newspapers both local and state wide and to supply the particulars of the Property listing for sale to any person.
- 7.3** The Vendor Authorises the Agent to Instruct a legal practitioner or conveyancer to prepare a Section 32 Sale of Land Act vendor statement and a contract of sale.

## **8. Marketing Expenses**

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- 8.1** The Vendor hereby irrevocably acknowledges that:
- 8.1.1** it will be necessary for the Agent to incur Marketing Expenses and that those fees and expenses are incurred by the Agent on the Vendor's behalf;
  - 8.1.2** it will pay the Agent the maximum amount of Marketing Expenses specified in the Particulars of Appointment;
  - 8.1.3** Marketing Expenses are due and payable whether or not:
    - 8.1.3.1** the Property has sold;

**8.1.3.2** the Exclusive Authority Period or Continuing Authority Period has ended for whatever reason.

**8.1.4** It will pay the Agent all expenses including but not limited to marketing and advertising fees incurred by it in accordance with this Authority;

**8.1.5** Marketing Expenses will be payable on the signing of this Authority or on demand;

**8.1.6** The Agent is irrevocably authorised by the Vendor to deduct the Marketing Expenses and any other expenses and taxes including GST which the Agent incurs from the Deposit Moneys.

**8.2** The Agent will provide the Vendor an itemised list of the Marketing Expenses.

**9. Appointment of additional Agents, contractors or consultants**

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**9.1** The Agent hereby discloses and Vendor acknowledges and agrees that for the purpose of fulfilling its obligations under this Authority, the Agent may appoint other Agents, contractors or consultants.

**10. Indemnity**

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**10.1** The Vendor must indemnify and hold harmless the Agent (and its subsidiaries, officers, related parties, servants, employees, contractors and agents) from and against all claims of whatsoever nature in connection with:

**10.1.1** the subject matter of this Authority;

**10.1.2** a breach of this Authority by the Vendor;

**10.1.3** a breach of any of the representations or warranties made by the Vendor under this Authority;

**10.1.4** for any duty payable, including any penalties, fines or interest charged, levied or assessed by the State Revenue Office; and

**10.1.5** any misleading or deceptive conduct or information provided by the Vendor

**11. Charge**

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**11.1** The Vendor irrevocably agrees to pay in full and on time all Commission and Marketing Expenses and any other expenses due to the Agent under this Authority. In assurance of its obligations in this respect, the Vendor herewith charges to the Agent all of its interest and title in the Property to protect the Agent's interest or otherwise secure payment. The Vendor expressly acknowledges and agrees that the Agent has a caveatable interest arising from the charge hereby given by the Vendor and the Vendor consents to the lodgement of a caveat by the Agent at any time on the title of the Property.

**12. Making a complaint**

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**12.1** Any complaint relating to commission or outgoings can be made to the Director, Consumer Affairs Victoria, GPO Box 4567, Melbourne VIC. 3001 or 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 the client receiving an account for, or notice that the agent has taken the amount in dispute, whichever is later.

**13. Dispute Resolution**

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**13.1** The Agent has procedures for resolving complaints and disputes arising from the operation of the Agent's estate agency practice. If a complaint or dispute arises, please ask to be informed about the procedures.

**14. Rebate Statement**

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**14.1** The following is a Rebate statement form approved by the Director of Consumer Affairs Victoria for Sections 48A and 49A of the Estate Agents Act 1980.

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.

A rebate includes any discount, commission, or other benefit, and includes non-monetary benefits. It is illegal for an Agent to keep any rebate they receive for advertising or other outgoings purchased by the Agent on your behalf. Section 48A of the Estate Agents Act 1980 requires the Agent to immediately pay you any rebate they receive in relation to the sale, management or leasing of your property.

In addition to the above Rebate statement form approved by the Director of Consumer Affairs Victoria, the following statement is provided in compliance of Section 49A(a) and (c) of the Estate Agents Act 1980 –

The agent will not be, or is likely not to be, entitled to any rebate in respect of -  
(i) any outgoings; or  
(ii) any prepayments made by the person engaging or appointing the agent (the client) in respect of any intended expenditure by the agent on the client's behalf; or  
(iii) any payments made by the client to another person in respect of the work. The agent is not entitled to retain any rebate and must not charge the client an amount for any expenses that is more than the cost of those expenses.

\*Please cross out the above items and have the amendment initialled by all parties if the agent will be, or is likely to be, entitled to a rebate.

**15. Commission sharing**

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- 15.1** The Vendor acknowledges that the Agent's Commission may be shared with other people (other than a licensed estate agent or an agent's representative employed by the agent, or a licensed agent who is in partnership with the agent). The Vendor agrees to sign a Notice of commission sharing form approved by the Director of Consumer Affairs in accordance with Section 48 of the Estate Agents Act 1980.

**16. Personal information**

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- 16.1** The Vendor consents to the Agent collecting, holding, using and disclosing the Vendor's personal information in connection with the sale of the Property.
- 16.2** Personal information includes: your name, address, date of birth, contact details, bank account details, occupation and power of attorney details, if required.
- 16.3** The Agent will obtain, use and disclose personal information in accordance with its Privacy Policy. The Privacy Policy can be viewed at [www.vicprop.com.au/privacy-policy](http://www.vicprop.com.au/privacy-policy).

**17. General Conditions**

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- 17.1** These definitions apply unless the context requires a different interpretation:
- 17.1.1** "Act" means Estate Agents Act 1980 (Vic) as amended from time to time;
- 17.1.2** "Authority" means this Authority between the parties evidenced in this document;
- 17.1.3** "Agent" means an Estate Agent or an Agent's Representative as defined in the Act;
- 17.1.4** "Binding Offer" means:
- 17.1.4.1** an offer at the Vendor's reserve price and on the terms set out in the Particulars of Appointment which would result in an enforceable contract of sale, if signed by the Vendor and exchanged with the purchaser;
- or
- 17.1.4.2** an enforceable contract of sale signed by the Vendor and the Purchaser.
- 17.1.5** "Commission" means the amount specified in the Particulars of Appointment;
- 17.1.6** "Continuation Authority Period" means the period specified in the Particulars of Appointment.
- 17.1.7** "Deposit Moneys" has the same meaning as defined in the Sale of Land Act 1962 (Vic);
- 17.1.8** "Exclusive Authority Period" means the period specified in the Particulars of Appointment;
- 17.1.9** "GST" means the goods and services tax payable in accordance with the A New Tax System (Goods and Services Tax) Act 1999;
- 17.1.10** "Introduced to the Property" means the person was made aware the Property was available for sale irrespective of the source. Without limiting the generality of the foregoing, a person will be deemed to have been introduced to the Property by the Agent if the person became aware the Property was available for sale as a result of viewing, hearing or reading an advertisement of whatever nature or medium or any boards, placards or other literature referring to the availability of the Property that were connected to the Agent in any way;
- 17.1.11** "Marketing Expenses" means marketing or advertising and other expenses specified in the Particulars of Appointment incurred during the period of Exclusive Authority Period or Continuation Authority Period;
- 17.1.12** "Purchaser" means the person to whom the Property is sold;
- 17.1.13** "Sold" means the result of obtaining a binding offer;
- 17.1.14** "Security" means mortgage, charge, covenant, bond, debenture, or appointment under the terms of which the Vendor is disposing of the Property;
- 17.1.15** "Vendor" means the person specified as the Vendor in the Particulars of Appointment;
- 17.1.16** "Vendor's Reserve Price" means the amount equal to or greater than the amount specified in the Particulars of Appointment.
- 17.2** In this Authority unless the context requires otherwise:
- 17.2.1** words importing the singular include the plural and vice versa;
- 17.2.2** any gender includes the other genders;
- 17.2.3** a reference to one gender shall include any or all genders and a reference to the singular may be interpreted where appropriate as a reference to the plural and vice versa;
- 17.2.4** a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit;
- 17.2.5** a reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a result of a merger, division, reconstruction or other re-organisation involving that person;
- 17.2.6** in the context of permission, "may not" about an action of yours, means "must not";
- 17.2.7** the headings to the paragraphs and schedules (if any) to this Authority are inserted for convenience only and do not affect the interpretation;
- 17.2.8** any Authority by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
- 17.2.9** a reference to the knowledge, information, belief or awareness of any person shall be deemed to include the

- knowledge, information, belief or awareness that person would have if he had made reasonable inquiries;
- 17.2.10** the words “without limitation” shall be deemed to follow any use of the words “include” or “including” herein;
- 17.2.11** a reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to;
- 17.2.12** all money sums mentioned in this Authority are calculated net of GST, which will be charged when payment is due;
- 17.2.13** this Authority is made only in the English language. If there is any conflict in meaning between the English language version of this Authority and any version or translation of this Authority in any other language, the English language version shall prevail. If a version of this Authority has been supplied to you in some language other than English, that is a courtesy only and that translated version is of no legal effect;
- 17.2.14** A reference to an act of Parliament includes an act amending or superseding the act referred to;
- 17.2.15** If the Agent or the Vendor comprises more than one person, their respective obligations are joint and individual.
- 17.3** The rights and obligations of the Parties set out in this Authority shall pass to any permitted successor in title.
- 17.4** Any obligation in this Authority intended to continue to have effect after termination or completion shall so continue.
- 17.5** Should the Vendor default in payment of any moneys due to the Agent under this Authority for a period of more than thirty (30) days after the Vendor receives the Agent tax invoice or written demand for payment then the Agent is entitled to charge interest at a rate of 2% per annum plus the rate for the time being fixed by Section 2 of the Penalty Interest Rates Act 1983 on any moneys owing under this Authority during the period of default without affecting any other rights, powers and remedies available to the Agent under this Authority.
- 17.6** All sums payable under this Authority are exclusive of any GST or other tax applicable to the payment, which shall be added to or deducted from the sum concerned, as the case may be. If a Party makes a taxable supply under this Authority, except where this Authority states otherwise, the amount payable by a Party for the taxable supply is expressed as a GST exclusive amount. The Party liable to pay for a taxable supply under this Authority must also pay the amount of any GST payable in respect of the taxable supply on the date on which payment for the taxable supply is due. The GST clauses do not merge on the completion of this Authority.
- 17.7** The Vendor acknowledges and accepts that it did not rely on any guides or estimates made by the Agent or its agents in relation to any duties payable or to any liability, allowances, deductions or depreciation pursuant to any taxation laws and the Vendor has made its own enquiries and investigations into these matters.
- 17.8** Upon the termination of this Authority for any reason:
- 17.8.1** The Vendor must pay to the Agent any Commission and Marketing Expenses incurred by the Agent in accordance with this Authority;
- 17.8.2** the Agent shall cease to advertise and/or promote the Property.
- 17.9** In the event of any conflict between any term of this Authority and the provisions of the constitution of a limited Company or any comparable document intended to regulate any other corporate or collective body, then the terms of this Authority shall prevail.
- 17.10** This Authority and its contents shall ensure to the benefit of and be binding upon the successors and assigns of the respective Parties hereto provided however that the Parties hereto shall not sell, assign, transfer or otherwise dispose of their respective rights and/or entitlements hereunder except as expressly provided by this Authority.
- 17.11** Any notice:
- 17.11.1** must be in writing, in English, and signed by a person duly authorised;
- 17.11.2** requiring to be served hereunder shall be sufficiently served on the Party's registered address or last known place of business/residence as the case may be;
- 17.11.3** sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent.
- 17.11.4** requiring to be served hereunder shall be sufficiently served on a Party by leaving the same or sending the same by ordinary prepaid post to its address herein before appearing.
- 17.12** This Authority may not be modified, altered, supplemented, or amended nor any covenant or default waived except upon the execution and delivery of a written Authority between the Parties hereto
- 17.13** If any clause or part thereof of this Authority shall be judged to be invalid for any reason whatsoever such invalidity shall not affect the validity or operation of the remainder of this Authority and such invalid clause or part thereof shall be deemed to have been deleted from this Authority.
- 17.14** This Authority is personal to the Vendor. The Vendor may not assign or transfer the obligations or benefits of this Authority.
- 17.15** Failure or omission by a Party at any time to enforce or require strict or timely compliance with any provision of this Authority will not affect or impair that provision, or the right of a Party to avail itself of the remedies it may have in respect of any breach of a provision, in any way.
- 17.16** The Vendor acknowledges that no representation or warranty by the Agent, or anyone on Agent's behalf, has been made or given as to the suitability of the Property for its intended use, any restrictions or prohibitions upon the intended use of the Property, and the financial viability or profitability of the intended use of the Property.
- 17.17** The Vendor must satisfy himself on all matters relating to the intended use of the Property, any restrictions or prohibitions upon the intended use of the Property, and the financial viability or profitability of the intended use of the Property and will be deemed to have entered into this Authority with full knowledge of such all matters.

- 17.18** If this Authority is terminated for any reason such termination will not affect any accrued rights or liabilities of a Party nor will it affect the coming into force or the continuance in force of any provision of this Authority which is expressly or by implication intended to come into force or continue on or after the termination.
- 17.19** This Authority shall be governed and construed in accordance with the laws of the State of Victoria and where appropriate the laws of the Commonwealth of Australia and the rights and remedies of the parties hereunder shall be determined in accordance with such laws and each Party hereto irrevocably submits to the jurisdiction of the courts of the State of Victoria or the Commonwealth of Australia as the case may be.
- 17.20** VICPROP hereby discloses and the Vendor acknowledge that one or more of VICPROP's shareholders and/or unitholders, directors, other officers and/or employees directly or indirectly hold (and are the beneficial owners of) shares and/or units in, and/or are directors, other officers and/or employees of one or more of:
- 17.20.1** certain contractors and/or suppliers to the Vendor or VICPROP may engage to provide goods or services in relation to the Property; and/or
- 17.20.2** Minds and Media Group Pty Ltd and Neue Property Management Group Pty Ltd. VICPROP engages these entities to provide or co-ordinate/procure advertising (including internet and print advertising), photography and property maintenance services to properties and may arrange for one or more of these entities to provide such services to the property. VICPROP will pass on to the Vendor the charges in relation to the Property, which will include processing, administration and other fees. The Marketing and or expenses in the Particulars of Appointment include the estimated cost of any such expense. If VICPROP engages any of the above entities to provide services in relation to the Property they will appear on the tax invoice provided to the Vendor by VICPROP or the relevant entity.

### Agent Authorisation - Enquiries & Offers

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I/We authorise you to deal with enquiries of offers for my/our property, as set out below. This Authority is effective until such time as it is replaced in writing by another Authority, in which case this Authority will no longer apply and will be superseded by any subsequent Authority provided by me/us.

#### Enquiries or offers IN A CONTRACT OF SALE - auction / private sale

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Please refer all enquiries or offers set out in a signed contract of sale for my/our property to me/us as and when received and if accompanied by a deposit of: 5.00 % Of the purchase price.

**OR**

Please refer all enquiries or offers for set out in a signed contract of sale for my/our property to me/us as and when received, provided the offer is at or above:

and accompanied by a deposit of:    % Of the purchase price.

Auction - I/we will not consider enquiries or offers before auction

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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.

#### Enquires or offers NOT in a Contract of Sale

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Please refer all enquiries or offers for my/our property to me/us as and when received, including all verbal and written\*\* enquiries and offers.

**OR**

Please refer all enquiries or offers for my/our property to me/us as and when received, including all verbal and written\*\* enquiries and offers, provided the offer is at or above:    except for enquiries or offers in a contract of sale.

**OR**

Please refer all written\*\* enquiries and offer only for my/our property as and when received, except for enquiries or offers in a contract of sale.

**OR**

Please refer all written enquiries\*\* only for my/our property as and when received, except for enquiries or offers in a contract of sale, provided the offer is at or above.    \*\* A “written” enquiry or offer is one in a letter, facsimile, email or SMS, but not one in a contract of sale.

Vendor(s) Signature(s):



21/02/2026

David John Nicholls



21/02/2026

Annette Louise Liotta

**Rebate Statement**

Rebate statement form approved by the Director for Sections 48A and 49A of the Estate Agents Act 1980

**Important information for vendors/landlord(s)**

A rebate includes any discount, commission, or other benefit, and includes non-monetary benefits. It is illegal for an Agent to keep any rebate they receive for advertising or other outgoings purchased by the Agent on your behalf. Section 48A of the Estate Agents Act 1980 requires the Agent to immediately pay you any rebate they receive in relation to the sale, management or leasing of your property. The agent is not entitled to retain any rebate and must not charge you an amount for any expenses that is more than the cost of those expenses.

The agent will not be, or is not likely to be, entitled to any rebates.

**OR**

The agent will be, or is likely to be, entitled to rebates.

**List of rebates:**

- any outgoings or;
- any pre-payments made by the person engaging or appointing the agent (the client) in respect of any intended expenditure by the agent on the client's behalf; or
- any payments made by the client to another person in respect of the work.

Goods/services to which rebate relates	Name of person or organisation providing rebate	Amount (including GST) (if amount not known, provide an estimate)

## Notice of Commission Sharing

If the agent has agreed to share the commission that will be payable for selling, leasing or managing your property, before getting your signature to engage or appoint them, they must give you this commission sharing statement. This statement shows details of all other people who will share in the commission.

### The Agent's commission will be shared with other people (other than a licensed estate agent or an agent's representative employed by the agent, or a licensed agent who is in partnership with the agent.)

In accordance with Section 48 of the Estate Agents Act 1980, the agent states that the commission the agent is entitled to under the terms of this Authority will be shared with other people as follows:

Name and address of person with whom commission is to be shared	Description of such person
VICPROP Corporation Pty Ltd ABN 36 165 257 385 of Shop 4, 642 Doncaster Road, Doncaster VIC 3108 t/as VICPROP Group	Entity within the VICPROP Group
VICPROP Franchising Pty Ltd ABN 67 642 911 279 of Shop 4, 642 Doncaster Road, Doncaster VIC 3108	Entity within the VICPROP Group
VICPROP Project Marketing Pty Ltd ABN 37 629 768 565 of Shop 4, 642 Doncaster Road, Doncaster VIC 3108 t/as VICPROP Project Sales & Marketing	Entity within the VICPROP Group
VICPROP Property Management Pty Ltd ABN 82 629 769 188 of Shop 4, 642 Doncaster Road, Doncaster VIC 3108 t/as VICPROP Property Management	Entity within the VICPROP Group
VICPROP Manningham Residential Pty Ltd ABN 32 629 768 921 of Shop 4, 642 Doncaster Road, Doncaster VIC 3108 t/as VICPROP Manningham	Entity within the VICPROP Group
VP Melbourne Property Management Pty Ltd ABN 64 652 795 787 of Shop 2, Ground Floor, 379 Collins Street, Melbourne VIC 3000	Entity within the VICPROP Group
VPWL Residential Pty Ltd ABN 68 638 082 005 of Suite C14-15, 100 Overton Road, Williams Landing t/as VICPROP Williams Landing Residential	Entity within the VICPROP Group
VPWL Property Management Pty Ltd ABN 18 638 082 676 of Shop 107, Stockland Point Cook, Corner Murnong and Main Streets, Point Cook VIC 3030 t/as VICPROP Williams Landing Property Management	Entity within the VICPROP Group
VP Doncaster Pty Ltd ABN 19 661 340 503 of Shop 4, 642 Doncaster Road, Doncaster VIC 3108	Entity within the VICPROP Group
VP Ferntree Gully Pty Ltd ABN 20 656 531 181 of Shop 33 Mountain Gate Shopping Centre, Ferntree Gully VIC 3152 t/as VICPROP Ferntree Gully	Entity within the VICPROP Group
VP Melbourne Residential Pty Ltd ABN 50 671 430 434 t/as VICPROP Melbourne CBD of Ground Floor, 379 Collins Street, Melbourne VIC 3000	Entity within the VICPROP Group
VP Short Stay Pty Ltd ABN 58 672 224 270 t/as VICPROP Short Stay of Ground Floor, 379 Collins Street, Melbourne VIC 3000	Entity within the VICPROP Group

VP FTG Rentals Pty Ltd of ABN 15 672 520 553 t/as VICPROP Ferntree Gully of Mountain Gate Shopping Centre/Ferntree Gully Road, Ferntree Gully VIC 3156	Entity within the VICPROP Group
VP Balwyn Pty Ltd ABN 82 677 992 997 t/as VICPROP Balwyn of Level 1, 351 Whitehorse Road, Balwyn, VIC 3103	Entity within the VICPROP Group
VP Brunswick Pty Ltd ABN 20 682 555 746 t/as VICPROP Brunswick of 2/22-30 Lygon Street, Brunswick, VIC 3056	Entity within the VICPROP Group
VP Reservoir Pty Ltd ABN 13 683 817 263 t/as VICPROP Reservoir of 2/22-30 Lygon Street, Brunswick, VIC 3056	Entity within the VICPROP Group
VP Ivanhoe Pty Ltd ABN 90 685 608 940 t/as VICPROP Ivanhoe of 169 Upper Heidelberg Road Ivanhoe, VIC 3079	Entity within the VICPROP Group
VP Doncaster PM Pty Ltd ABN 29 687 905 853 t/as VICPROP Manningham Property Management of 4/642 Doncaster Road, Doncaster, VIC 3108	Entity within the VICPROP Group
VP St Albans Pty Ltd ABN 40 685 904 312 t/as VICPROP St Albans of 308 Main Road East St Albans, VIC 3021	Entity within the VICPROP Group
VP St Albans (PM) Pty Ltd ABN 51 686 939 622 t/as VP St Albans & Sunshine PM of 308 Main Road East St Albans, VIC 3021	Entity within the VICPROP Group
VP Bentleigh Pty Ltd ABN 54 688 598 521 t/as VICPROP Bentleigh of Suite 5, 441 South Road, Bentleigh, VIC 3204	Entity within the VICPROP Group
VP Sunshine Pty Ltd ABN 13 690 097 182 t/as VICPROP Sunshine of 308 Main Road East, St Albans, VIC 3021	Entity within the VICPROP Group
VP Sunshine Pty Ltd ABN 13 690 097 182 t/as VICPROP Sunshine of Level 1, Office 2, 254 Hampshire Road, Sunshine 3020	Entity within the VICPROP Group