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Phuket Project Co., Ltd

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📍 95/30 Moo.1, Saiyuan Road, Rawai Muang Phuket 83130

Service Agreement

This agreement is made in Phuket province, Thailand on _____ of _____ 20____ year.

BETWEEN:

Phuket Project Co., Ltd., of 95/30, Moo.1, Saiyuan Road, Rawai, Muang, Phuket, 83130 (hereinafter referred to as the “the Broker”), incorporated in Phuket Thailand,

and _____
_____ (hereinafter referred to as “the Seller”)

NOW AND THEREFORE the Parties hereby agree as follows:

1. PURPOSE OF THE AGREEMENT

1.1. The Broker is the real estate agency managing online services known as PhuketBuyHouse.com and also owns the trademarks «Phuket Buy House» and «Phuket Project».

1.2. The Broker is instructed and appointed by the Seller to sell the property or land with the Listing reference _____ at www.phuketbuyhouse.com and with address _____

_____ (hereinafter referred to as “the Property”) on an exclusive or non-exclusive basis.

1.3. The Seller confirms and guarantees herewith that he/she is the owner of the Property above and that there are no liens or mortgages against the Property and that the title deeds are valid and up to date and the owner is free to sell the Property with no encumbrances whatsoever.

1.4. The Seller entrusts and the Broker sources potential Buyers (hereinafter referred to as “the Buyer”), which means:

- Provision of online pages to place information about the Seller’s Property (referred to as the “Listing”),
- Receiving and processing enquiries from Buyers interested in obtaining Property.

1.5. Each party shall ensure that the other party has the necessary legal accreditation as well as all the rights and powers necessary for the conclusion and execution of The Agreement in accordance with its terms.

2. THE PRICE OF THE PROPERTY

2.1. The Net price agreed between The Broker and The Seller for the Property is _____
_____ (_____) Thai baht, and the Seller

The Broker _____

The Seller _____

agrees that the Broker will advertise this Property at the market price via the website.

- 2.2. The actual sale price, i.e. the price which the Buyer agrees to pay to purchase the Property, can be higher than the Net price mentioned above. The Broker should agree the actual sale price with the Buyer and inform The Seller about this.

3. OBLIGATIONS OF THE BROKER

- 3.1. The Broker shall endeavor to provide the solutions to advertise the Property during the Term and shall devote time and effort as is reasonably necessary to initiate and conduct negotiations for the sale of the Property to prospective Buyers.
- 3.2. The Broker provides inspection of the Property before the transaction without interfering into the business activity of the Seller.

4. OBLIGATIONS OF THE SELLER

- 4.1. The Seller accepts the Online Service Use Conditions which are located at www.phuketbuyhouse.com, as well as further changing and setting the Property in accordance with them (the main characteristics of the Property are indicated in enclosure 1).
- 4.2. The Seller shall deliver the following documents to the Broker;
 - Passport (ID).
 - Freehold Title Deed of the Land.
 - House Registration Book.
 - The name, address, GPS coordinates, directions, contact information and telephone numbers of the owner/manager.
 - Other documents necessary to acquire ownership of the Property (if any).
- 4.3. The Seller shall sign the Contract with the Buyer.
 - The Broker will register the Buyers with the Seller. The Seller understands and agrees to pay the commission as referred to in enclosure 5, if this Property is sold or transferred to the Buyer (as person or his company) or Buyer's representative or Buyer's family member, within the duration of the present Contract or in twelve (12) months after termination of the present Contract. The commission shall be due and payable on demand.
- 4.4. The Seller if not residing in the property or is unavailable agrees to pass a set of house keys to the Broker for a viewing purposes and agrees to separate disclaimer form.
- 4.5. In case the seller sells the Property direct or through another agent, the Seller will notify the Broker immediately.

5. THE COMMISSION

- 5.1. For services provided by the Broker under present Agreement, for the successful introduction to the Seller that leads to a purchase, the Seller agrees to pay the Broker commission in amount equal to the difference between actual sale price and Net price in accordance with Clause 2 of the present agreement including VAT, if no other conditions have been agreed upon the Buyer's registration.
- 5.2. The minimum commission rate is _____ (_____) Thai baht from a Selling Price.
- 5.3. Commission is due in full to the Broker within 7 days from the date of the first down payment is made by the Buyer, which covers the full commission amount including VAT if no other conditions have been agreed upon the Buyer's registration.

The Broker _____

The Seller _____

- 5.4. In the event that the buyer withdraws from the sale for any reason, the Seller will share with the Broker 50/50 the non-refundable reservation deposit to cover marketing and administration costs incurred.
- 5.5. If the Seller withdraws from the sale for any reason after the first down payment, the Seller agrees to honor and pay the Broker commission in full.
- 5.6. The Seller agrees not to take any action which would circumvent the Broker from the transaction and wholly accepts these terms and conditions.

6. OTHER CONDITIONS

- 6.1. This Agreement is valid for one year starting from the effective date and will be automatically renewed unless one of the parties wishes to terminate this agreement in the form of written notice of one month (30 days) before the expiring date
- 6.2. The Parties agree on the following: all email correspondences and facsimiles between the companies are legally valid and considered to be integral parts of the present Agreement.
- 6.3. This contract is made in duplicate. Both parties, having read and agreed the above hereby sign their names in the presence of a witness. This Agreement shall be governed and interpreted in accordance with the laws of the Kingdom of Thailand.

7. LEGAL ADDRESS AND SIGNATURES OF THE PARTIES

THE BROKER:

Phuket Project Co., Ltd.
 95/30, Moo.1, Saiyuan Road,
 Rawai, Muang, Phuket, 83130
 Account: **Phuket Project Co., Ltd.**
 Account Number: **588-2-07493-7**
 Bank Name: **Kasikorn bank PLC.,**
 Lotus Rawai Phuket Branch, Muang, Phuket
 Swift code: **KASITHBK**

Signed:

 Director: Mr. Mikhail Ivanov

THE SELLER:

 Residing at _____

 Passport or ID Number: _____

Signed:

The Broker _____

The Seller _____