

## **RESALE AGENCY AGREEMENT - HIMMAPANA VILLAS**

This agreement is made on XX.XX.202X

between

### **Phuketas Management Co., Ltd. Represented by Piyanut Phongkathin**

Address: 28/52 Moo1, Kamala, Kathu, Phuket 83150

Email: sales@himmapanavillas.com

Tel: 0848410527

Hereinafter referred to as the "Sole agent"

And

### **Company name:**

Company registration #:

Address:

Email:

Tel: -

Bank name: -

Account number: -

Hereinafter referred to as the "Agent"

### **This Agency Agreement is based on the following conditions:**

#### **1. Purpose of contract**

- The purpose of this contract is to create a legally binding document between the Sole agent and the Agent.
- The contract covers the commission for resales of villas part of HIMMAPANA VILLAS.

## **2. Time frame**

- The agency agreement will be effective when both the Sole agent and the Agent have signed the agreement.
- The agency agreement is valid until all villas have been sold or any of the partners decide to terminate the agreement. Termination of contract must be done in writing.

## **3. Responsibility of Agent**

- The Agent will present marketing material to potential customers.
- The Agent will bring potential customers to the Sole agents' sales office or create contact online.
- If necessary the Agent will assist the Sole agent with possible translation and communicating with customer until transfer of the ownership.

## **4. Responsibility of Sole agent**

- The Sole agent will provide marketing material to the Agent.
- The Sole agent will assist the Agent with information about the project.

## **5. Commission fee**

- A commission of 4% of the sales price of the villa is paid to the agent.
- The commission will be deducted 3% Withholding TAX according to Thai Law.
- The commission fee is based on the agreed selling price of the villa.
- The commission fee will be transferred to the Agent's Thai bank account as soon as the Sole agent has received the commission payment from the Seller. The Seller must pay commission fee to the Sole agent once the Seller has received a minimum of 25% of the total villa cost.

## **6. Registering potential buyers**

- The Agent will register any potential buyers via Email or the registration form provided by the Sole Agent at the sales office.
- The registration of potential buyers will be valid for 12 months.

- In the event a potential buyer returns to the project with a different Agent, the Sole agent will inform the first Agent that brought the potential customer. Any possible compensation will be negotiated between the two Agents without any interference from the Sole agent. The Sole agent will pay the commission to the Agent that closes the deal.

This agreement shall be governed in accordance with the law in Thailand. This agreement is made in duplicate.

**Developer**

Date

**Agent**

Date

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Piyanut Phongkathin, Phuketas Management

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PRIVATE LUXURY POOL VILLAS

**HIMMAPANA**

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