

Smart Investor Buyer's Agency

ABN: 20 611 762 022

Licence Number: 20467423

A: Kellyville NSW 2155

P: 0433 777 423

E: info@smartinvestor.net.au

BUYERS AGENCY AGREEMENT

ITEM SCHEDULE

ITEM 1 – BUYER'S DETAILS

Name Buyer :Rajiv & Shweta Investments Pty LTD ATF Rajiv & Shweta Bare Trust

Contact: Rajiv Tuli

Contact Number: 0449 662 170

Email: rajivtuli2512@gmail.com

ITEM 2 - SELECTED SERVICE & FEE

Selected Service: Full Buyers Agent Service:

- 1) Present up-to-date data and insight to locate growth suburbs
- 2) Source properties in growth suburbs or any suburb requested by the client in a timely manner
- 3) Carry out an in-person inspection (video calls) for properties identified by either you or the client in a timely manner
- 4) Place offers for the properties confirmed by the client in a timely manner.
- 5) Facilitate building and pest inspections and settlement (Conveyancer fee and B&P inspection fee to be paid by client)

ITEM 3 - FEE

Fee Structure: Fixed Fee Total \$7,700 incl GST (**Discount given of \$1,000**)

Retainer to be paid **upon signing** this contract: **\$1,500**

Balance to be paid **before (if paid direct) or during (if adjusted by settlement agent) settlement** of property :
\$6,200

Bank Account Details:

Account Name: KRT Enterprise Pty Ltd

BSB : 012332

Account Number: 460335506

Reference: Please include your **full name** as the reference for this transaction

ITEM 4 - TERM OF APPOINTMENT

3 months from signing date of this contract

BUYERS BRIEF

Part 1 - Description of Property:

Type of Property: Residential House

Purchase Type: Principle Place of Residence / Investment

Please fill the below if you have any preference, or leave blank

Region:

Suburbs:

Bedrooms:

Bathrooms:

Car Spaces:

Description:

Part 2 - Approximate Price Range

Minimum: \$

Maximum: \$

Part 3 - Terms & Conditions

1.1 The Client appoints Smart Investor Buyer's Agency as its exclusive agent to perform the applicable Service in respect to a property that meets the specifications provided by the Client, in accordance with the terms of this Agreement. Smart Investor Buyer's Agency agrees to provide the Services to the Client in consideration of the fees payable to it according to this Agreement.

1.2 The parties will be deemed to have accepted the terms of this Agreement upon the Client 's execution of this Agreement (including electronic execution) or Smart Investor Buyer's Agency receipt of any Commission from the Client.

1.3 The minimum term of this Agreement will be the period specified in the Minimum Exclusive Term on pg 1, which period will commence from the date of this Agreement according to clause 1.2, after which time this Agreement will remain enforceable.

1.4 The Client agrees to:

1.4.1 Notify Smart Investor Buyer's Agency in writing of any amendments to the personal details or property specifications of this Agreement or material facts regarding the Client's proposed purchase of the Property;

1.4.2 Cooperate with Smart Investor Buyer's Agency at all times (including without limitation by providing instructions promptly and making itself available for Property inspections);

1.4.3 Obtain independent legal, financial, investment, tax and other advice in relation to the purchase of the Property;

1.4.4 Not purchase any property which was presented by Smart Investor Buyer's Agency to the Client pursuant to this Agreement during the Term, whether verbally or in writing (including without limitation properties presented to the Client in person, by telephone, by email, by letter, by fax or by text message) at any time during the Term other than through Smart Investor Buyer's Agency;

1.4.5 Not appoint another agent to act on its behalf for the purpose of purchasing a Property at any time during the Term.

1.5 The Client warrants that it has full power and authority to enter into this Agreement and has obtained all necessary authorisations and approvals to purchase a Property.

1.6 The Client warrants that it is not subject to any earlier or concurrent agency agreement which would conflict with its obligations under this Agreement.

1.7 The Client agrees to pay the sign-up fee "retainer" (non-refundable) to Smart Investor Buyer's Agency for the Service as specified in this Agreement. The Client agrees to pay Smart Investor Buyer's Agency the applicable sign-up fee upon the earlier of:

1.7.1 The Client entering into a contract (signing-up) to view properties and to potentially purchase a Property, (Contract) understands that this is a non-refundable fee; or

1.7.2 The Client purchasing or procuring that another person or entity purchases the shares in the Company, if a Property is owned by a Company (whether or not such purchase is subject to approvals or conditions which have not been met and irrespective of whether the transfer of shares is not effected); or

1.7.3 The Client becoming the legal or equitable beneficial owner of a Property or of the shares in the Company which owns the Property (by any other means whatsoever)

1.7.4 This is an exclusive Buyer's Agency Agreement. The fees will be payable by the Client pursuant to clause 1.7 irrespective of whether the Agent presented the Property to the Client, whether the Client purchased the Property themselves and whether or not the Client engaged another Buyer's Agent.

The Commission will also be payable where any of the matters in clause 1.7 arise any time within 12 months after termination of this Agreement for any reason.

1.8 The Commission is payable once contracts have exchanged unconditional.

1.8.1 The Client indemnifies Smart Investor Buyer's Agency for all expenses, costs (including without limitation debt collection fees and/or legal costs on a solicitor/client basis) and disbursements incurred by Smart Investor Buyer's Agency in recovering any outstanding fees under this Agreement.

1.9 The Client acknowledges that any data, information or advice provided by Smart Investor Buyer's Agency to the Client in relation to the property market, properties identified and introduced during the Term of this Agreement and the Property (Market Data) is of a general nature only. The provision of any such Market Data does not constitute financial or investment advice nor should it be relied upon as such. The Client acknowledges that Smart Investor Buyer's Agency does not hold a financial services license as defined in s913B of the Corporations Act 2001 (Cth) and is not authorised to provide financial services to the Client.

1.10 The Client acknowledges that the Market Data is provided solely for the benefit of the Client and may only be relied upon by the Client for the purposes of this Agreement. To the extent such Market Data or advice incorporates information or data from any third parties, Smart Investor Buyer's Agency makes no warranties in relation to such information or data and expressly disclaims all liability in relation to such (including without limitation in relation to its accuracy, completeness, suitability and reliability).

1.11 Smart Investor Buyer's Agency may recommend third parties to the Client (including without limitation conveyancers, solicitors, mortgage brokers, building and/or pest inspection companies, strata searching companies, valuers and surveyors) in relation to the purchase of the Property. The Client acknowledges that all third parties are independent of Smart Investor Buyer's Agency and under no circumstances will Smart Investor Buyer's Agency Ltd be liable for the advice, acts, or omissions of such third parties. In the event that Smart Investor Buyer's Agency engages any such third parties on the Client's behalf, the Client agrees to advance the funds for such to Smart Investor Buyer's Agency or reimburse the costs of such to Smart Investor Buyer's Agency upon receipt of an invoice.

1.12 The Client acknowledges that it is responsible for its final purchasing decision and that Smart Investor Buyer's Agency makes no guarantees or warranties of any kind in relation to any Property. The Client accepts full responsibility for satisfying itself in relation to all aspects of the Property (including without limitation the building integrity, planning regulations which apply to the Property, the neighborhood of the Property, any other information of importance to the Client and the financial consequences of purchasing the Property). Under no circumstances will Smart Investor Buyer's Agency be liable for any loss, damage, costs or compensation arising out of, or in connection with, the Client's decision to purchase the Property.

1.13 Notwithstanding any other provision of this Agreement, under no circumstances will Smart Investor Buyer's Agency be liable to the Client for any indirect, incidental, special, consequential, aggravated, exemplary and/or punitive damages (such as those in relation to loss of revenue, profits, goodwill, tangible or intangible losses or other economic losses), nor any lost sales, lost revenue, lost profits, lost data or procurement amount, howsoever arising.

1.14 The Client will indemnify and hold Smart Investor Buyer's Agency harmless from any and all liabilities, actions, suits, proceedings, claims, demands, costs (including without limitation taxes or duties), loss, damage, expenses, and/or other amounts of any nature (including but not limited to legal costs on a solicitor/client basis and disbursements in defending or settling the claim giving rise to same and any special, incidental, indirect, consequential, aggravated, exemplary and/or punitive damages of any type or kind such as those in relation to loss of revenue, profits, goodwill, tangible or intangible losses or other economic losses) arising out of or connected in

any way to any breach by the Client of this Agreement, or arising out of the proper performance or exercise of any of the powers, duties or authorities of Smart Investor Buyer's Agency under this Agreement.

1.15 Each of the terms set out in this Agreement is severable and independent so that if any clause (or part thereof) is void or unenforceable then that clause (or part thereof) will be deemed eliminated or modified to the minimum extent necessary to make this Agreement or that clause (or part thereof) enforceable.

1.16 This Agreement will be governed by and interpreted in accordance with the laws of New South Wales.

1.17 Smart Investor Buyer's Agency's failure or delay to exercise or enforce any right under this Agreement or partial exercise or enforcement of any right under this Agreement is not a waiver of that right or any other right provided by law.

1.18 Nothing in this Agreement will be construed as establishing a partnership or joint venture between Smart Investor Buyer's Agency and the Client and should any provision of this Agreement be inconsistent with this term, this term will prevail to the extent of any inconsistency.

1.19 The Client acknowledges that this Agreement constitutes the whole agreement between the parties and it has not relied upon any oral or written representation made to it by Smart Investor Buyer's Agency in entering this Agreement. This Agreement supersedes all communications, negotiations, arrangements and agreements, either oral or written, made or entered into prior to the date of this agreement.

PART 4 EXCECUTION PAGE

Buyer:

INDIVIDUAL:

 Signature

Licensee:

Executed by: Smart Investor Buyer's Agency

ACN: 611 762 022

in accordance with s127 of the Corporations Act (Cth) by:

Kriti Bhasin

Director/Secretary

Name: Kriti Bhasin