



GREAT ESTATE IMMOBILIARE

Italian Properties



NON-EXCLUSIVITY PROPERTY SALE CONTRACT  
FOR ITALIAN AND INTERNATIONAL CLIENTELE

With this contract between

Mr/Mrs/Miss/Ms \_\_\_\_\_ born in \_\_\_\_\_  
on the \_\_\_ / \_\_\_ / \_\_\_\_\_ and is resident in \_\_\_\_\_  
via \_\_\_\_\_ No. \_\_\_\_\_ Telephone \_\_\_\_\_  
E-mail \_\_\_\_\_ Codice Fiscale (tax code) \_\_\_\_\_  
Identification-ID Card, passport etc. \_\_\_\_\_

As the owner.  or of the legal representative of

\_\_\_\_\_ with its registered office in \_\_\_\_\_  
Via \_\_\_\_\_, P. IVA \_\_\_\_\_,  
henceforth referred to as "the principal party (seller)"

and

Agency or Intermediary 1 - \_\_\_\_\_ with registered office at  
\_\_\_\_\_ - fraz. \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ Via  
CAP. \_\_\_\_\_ - VAT \_\_\_\_\_ Represented by the signing of this  
contract by Mr. / Mrs. \_\_\_\_\_ born  
in \_\_\_\_\_ on the \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ e-mail:  
\_\_\_\_\_ Tel. \_\_\_\_\_ Mobile:  
\_\_\_\_\_

And Great Estate - Chesterton –real estate group- Great Estate Immobiliare srl-Unipersonale Company with  
head office in San Casciano dei Bagni-Fraz Palazzone (SI) Via Piana, 15 - CAP. 53040 - P. IVA  
01,246,560,526, duly legally represented by Mr. Stefano Petri who was born in Rome on 09/10/1974 and  
resident in Cetona, Via Casa Piero 19 - henceforth referred to as Agency 2, hereafter jointly referred to as  
"Agency" or part agent, agree as follows:

CLAUSE 1 - GENERAL CONDITIONS

1.1. The principal party (seller), with details specified above, gives the Agency their consent for the sale of  
the property referred to in clause 2, according to the terms and conditions of which this contract shall  
guarantee.

1.2. The principal party (seller) declares to have full and exclusive ownership of the property and / or  
representation of the property in question and to this end, undertakes to obtain, where appropriate, the  
consent of any other person entitled on the property.

1.3. The principal party (seller) authorizes the Agency and its representatives to access and to visit the  
property and to display signage at the property, and to use any other type of advertising that it considers  
appropriate. Also authorizes the Agency to promote the property through the Italian Great Estate Network  
and Chesterton's International Network, with the possibility of using any advertising method that will be  
considered appropriate at the sole discretion of the Agency. The agency is committed to advertise the

property covered by this contract using all channels deemed most appropriate and as indicated on the marketing plan on the dedicated webpage, of the agency's website [www.greatesstate.it](http://www.greatesstate.it). We emphasize, however, that the type of advertising carried out by the agency will be at their own discretion.

**CLAUSE 2 - CONDITIONS OF PROPERTY SALE**

Description:

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land subject to particulars: \_\_\_\_\_

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Location:

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Registration / prejudicials:

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Any mortgages/loans remaining:

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Occupation of Property (occupied / rented):

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Current Use: \_\_\_\_\_

The principal party (seller) declares sole responsibility that:

the information provided about the property are real and true, so exempting the agency from any responsibility specifically to property registration, property tax and mortgage and undertakes to provide as soon as possible but not later than 30 days after signing this contract, a copy of the documents listed below in section 2, as these are necessary to allow the agency to better know the property stated in this contract:

- a) technical report on the compliance with planning, land and property registration and so on. Including the installation of plumbing and electrical systems by licensed professionals, will be reported with accuracy for all goods covered by the current contract of sale in order to sell. Documentation required is as follows
- Year of property construction and list of building permits with plans, if necessary.
- Copy of the original property tax registration of all housing units (in accordance with Legislation Decree 78 of 5/31/2010) (**l'accatastamento**)
- The presence or absence of the certificate of habitability / accessibility and use (agibilità).
- APE Energy Certificate class.
- Certificates listed below, and copies of them or, in case of absence, reason:
  - Certificate of electrical installation and compliance.
  - Certificate of water and heating installation and compliance.
  - Copy of boiler(s) maintenance booklet.
  - Certificate of connection to the public sewer system or by owners septic tank.
- Surveys, Property title and Land Registration and if subject to loans etc.

• Information/documentation on any costs and procedures of any type of problem with specific reference to urban settlements, land, and mortgage.

the information provided about the property above are indicative only, and the agency, through its technical expertise, undertakes to conduct a technical report on compliance with planning and building permits, land and the property itself as well as any mortgages in order to carry out a report on the property's marketability. The principal party (seller) agrees to pay the real estate agency at the time of the reports' delivery of the amount of € \_\_\_\_\_ ( \_\_\_\_\_ ) Plus VAT as required by law.

Necessary documents that have to be presented to the Notary on signing the deed of sale:

- Energy certificate  planning permits  Neighbours' prior notification
- property tax registration  Land Registration  mortgage documents, if any.

Other information \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The principal party (seller) declares sole responsibility that the property covered by this sale contract of said energy class category \_\_\_\_\_ and has an APE category \_\_\_\_\_ and that these categories were calculated by a professional commissioned by the selling party and meet the requirements required by Legislative Decree 63/2013 art. 6 modification of Legislative Decree 192/2005. The principal party [(seller) declares that any awareness of false statements with regards specified in that legislation and to bear all the related responsibilities completely lifting the agency of any responsibility and liability charged with this contract.

2.1. The selling price (CONTRACT AGREED PRICE) is fixed for the duration of this contract in € \_\_\_\_\_ (amount in words Euro \_\_\_\_\_).

The Parties shall jointly agree the amount required for advertising (PRICE OF ADVERTISING) equal to € \_\_\_\_\_ (amount in words Euro \_\_\_\_\_).

2.2. The price, subject to any advance payments, must be paid in full at the time of signing the deed of sale.

2.3. In the case of mortgage loans and burdens on the property, and if the buyer does not wish to continue with these aforementioned, then the owner/seller agrees to pay the loan off in full and final payment before the signing of the deed of sale or otherwise present at the signing of the deed of sale, the bank statement declaring the cancellation of the mortgage.

2.4. The buyer may use, at their own expense, mortgages or loans, the amount of which will be made available to the seller by the notary, subject to, any necessary documentation and/or law.

2.5. The principal party (seller) undertakes to deliver the property in question  
 free of people, belongings, and delivery of keys at the signing of the deed of sale (title deeds)  
 free of people and belongings within ..... month of the signing of the deed of sale (title deeds).

At the time of delivery will commence, on behalf and at the expense of the buyer, all the useful effects and expensive, including the rental, if any.

**CLAUSE 3 – CONDITIONS REGULATING THIS NON-EXCLUSIVE CONTRACT (DURATION MINIMUM ONE YEAR).**

3.1. This contract will last from \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ and will be automatically renewed for the same period, unless it is canceled within 30 days, before the deadline, by registered mail.

CLAUSE 4-TYPE OF CONTRACT AND AGENCY COMMISSION

4.1 The terms of this sale is to be considered non-exclusive between the parties involved: the principal party (seller) and this agency.

4.2 At the time of signing the preliminary contract with a buyer from the agency, the principal party (seller) agrees to pay the agency a commission of 5.0% (FIVE, 00%) plus VAT on the actual sales' price. The parties both agree, with the signing of this contract, the above amount will be invoiced either in part or in whole by the agency or professional as above to the principal party (seller) or intermediary. With the signing of this contract, the agent agrees that the above sum will be invoiced either in whole or in part by the Agency 1 or Agency 2 above or from the intermediary, both as a real estate broker and as a consultant.

4.3 POSSIBLE SURCHARGE

Given the large number of collaborations with international agencies and brokers that often require high rates of commission for the management of particularly important clients, and aware that the goal of the agency is to sell at the prices as indicated above, the principal party (seller) agrees that any surcharges, irrespective of the price of advertising, will be fully recognized by the real estate agency and that these amounts will be invoiced by the company as well as external agencies.

CLAUSE 5 - CONDITIONS OF INDIVIDUAL CONTRACT IN ACCORDANCE WITH ARTICLE .1469 TER. CIVIL CODE

5.1 Obligations of the Agency:

The Agency will:

- a) not withdraw early from office.
- b) advertise the property in the best advertising portals indicated on the web page COMPANY AND SERVICES <http://www.greestate.it>

The agent agrees to recognize, at point's b-c, and as explained in Appendix B- Marketing Plans Packages option \_\_\_\_\_, the amount of €. \_\_\_\_\_00, plus i.v.a (VAT). (minimum amount, p.m. €. 1,500.00 plus IVA (VAT) paid to the agency.

- to advertise your property in the best advertising channels indicated in COMPANY AND SERVICES section.

Is specified and the agent accepts, that the type and requirements necessary for advertising, relevant to the property as provided in the marketing plan. This can be seen on the relevant webpage [www.greestate.it](http://www.greestate.it)

The part of the agent agrees to recognize, for the performance of point 5.1 b, and specifically for the amount of € PACKAGE \_\_\_\_\_00, 00 plus VAT (minimum amount €. amounted to € 1,500.00 plus VAT. 1,830.00 including VAT) number 1 real estate agency

This / the amount (s) are / reduced on the percentage of income in the event of sale of the property.

- In a single solution simultaneously with the signing of this number \_\_\_\_\_ sent by cheque payable to the bank \_\_\_\_\_, of which the representative with the signing of this and release payment subject to final payment of the cheque.

• In a lump sum within 5 days of signing this contract by bank transfer to the following account GREAT ESTATE SRL at the Banca Valdichiana Credito Cooperativo Tosco-Umbro Ag: San Casciano dei Bagni (SI) IBAN: IT 77 M 08489 71990 000000356493 SWIFT CODE: ICRAIT3FDL0 (the last is a zero).

By 12 monthly installments of the amount including VAT equal to €. \_\_\_\_\_  
Through 12 bank transfers to the bank account indicated above to be carried out every 5th of the month with the "ADVERTISING EXPENDITURE FOR PROPERTY OWNED ' - FIRST AND LAST NAME OF OWNER." Stated on it.

• By 12 monthly installments of the amount including VAT equal to €. \_\_\_\_\_  
Through 12 r.i.d. to be debited on the 5th of each month from the following bank account at the bank

IBAN \_\_\_\_\_

This / the amount (s) are / reduced on year / the percentage of income in the event of sale of the property.

## 5.2 Contract Obligations:

This contract is irrevocable until the specified expiry date or in special cases, specified below:

The principal party (seller) is obliged to inform the Agency of any change which may be taken with regard to the legal and material conditions of the property.

The principal party (seller) may sell the property at any time without using this agency and without liability to pay its commission for the conclusion of the sale on the condition that the buyers were not clients of this agency. Only in the event that the buyers were exclusively clients of the agency would there be a need to communicate any negotiations on the property.

In accordance with this signed contract, the principal party (seller) is obliged either directly or through other real estate agencies, to charge the same price indicated in point 2.1 (PRICE ON ADVERTISING ).

The parties both agree that the agency will be due an amount equal to 6.0% (six%) plus VAT according to the law, of the agreed sale price referred to in paragraph 2.1, in the event that the principal party (seller) refuses to accept an offer of purchase, this complies with the terms and conditions stated in this contract. This is deemed fair and reasonable between the parties as a possible non-acceptance by the seller of the purchase proposal, this complies with this contract. The Agency is, due an equal to the percentage of 6%, due to damage of image and non-professionalism, this said amount would certainly be higher than the percentage stated, otherwise.

in the following cases of failure to conclude the deal:

- a) by formal early termination of this contract or for serious and repeated refusal to carry out surveys of the property or otherwise to any behavior which in fact makes it impossible to follow up or continue with the marketing and selling of the property;
- b) incorrect information provided to the Agency or for failure to notify of changes in the legal and material conditions of the property that may affect the work of the agency;
- c) When signed contracts is given to other intermediary agencies at a selling price different from that stated in these terms and especially for any type of advertising made by other agencies for the same property at prices other than specified in paragraph 2.1 (PRICE ADVERTISING );
- d) In the event that the sale is within one year from the expiry date of this contract with the aforementioned persons'. The real estate agency that undertook work at the end of the contract will produce a list to the seller of buyers to whom the agency proposed their property and the seller is obliged to subscribe to that list.
- e) In the event that the principal party (seller) refuses to accept an offer of purchase, this complies with the terms and conditions stated in this contract.

CLAUSE 6 - - Although not specifically regulated in this contract, please refer to the provisions set out in the Civil Code (Articles 1754 et seq.).

CLAUSE 7 - In the event of a dispute relating to this contract, the competent court of jurisdiction will be Siena (SI).

The principal party (seller) hereby gives consent to the information given in accordance with Legislation Decree 196/03 (Privacy Code).

Other notes \_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Place \_\_\_\_\_ Date, \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

The principal party (seller)' signature \_\_\_\_\_

Agents' signature \_\_\_\_\_

**SEDI NAZIONALI**

Toscana  
San Casciano dei Bagni, fraz. Palazzone, Siena - Cetona, Siena  
Umbria  
Fabro, Terni - Spoleto, Perugia - Castiglione del Lago, Perugia  
Marche Sardegna Roma

**SEDI INTERNAZIONALI**

London  
Specialist  
AUSTRALIA BARBADOS FRANCE GIBRALTAR MALTA RUSSIA  
SINGAPORE SOUTH AFRICA SPAIN UNITED ARAB EMIRATES