

ESTATE AGENT-CUM-BROKERAGE AGREEMENT

(For Sale or Purchase of Property)

This **Estate Agent cum Brokerage Agreement** is made and executed on _____.

Mr./Ms. _____ **S/o** _____ , **R/o** _____
_____ **(Adhar**

No.- _____) (hereinafter referred to as the “**Client**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, legal representatives, successors, and permitted assigns.) **OF THE FIRST PART.**

AND

Mr./Ms. _____ **S/o** _____ , **R/o** _____
_____ **(Adhar**

No.- _____) (hereinafter referred to as the “**Estate Agent/Broker**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, legal representatives, successors, and permitted assigns) **OF THE SECOND PART.**

WHEREAS:

1. The Client is desirous of selling/purchasing the property:

2. The Estate Agent/Broker, being a professional Estate Agent/Broker, has offered services to facilitate the said transaction, and the Client has agreed to engage the Broker for the same.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The Estate Agent/Broker shall assist the Client in identifying a suitable Buyer/Seller, conducting negotiations, coordinating visits, assisting in documentation, and facilitating the completion of the transaction of the Property.
2. The Client agrees to pay the Estate Agent/Broker a brokerage/commission of ___% (_____ percent) of the final agreed consideration value of the Property (as above said or above said described property).
3. The brokerage/commission shall be paid by the Client to the Estate Agent/Broker on or before the date of execution of the Sale Deed/Agreement to Sell, or at the time of receipt/payment of full consideration amount, whichever is earlier.
4. Exclusive/Non-Exclusive Engagement (*select one*):
 - This is an exclusive engagement, and the Client shall not engage any other Estate Agent/Broker for this transaction.
 - This is a non-exclusive engagement.
5. This Agreement shall remain valid for a period of _____ from the date of execution unless extended or terminated in writing.

6. If the transaction does not conclude due to no fault of the Client, no brokerage shall be payable. However, if the Client backs out unilaterally after agreeing to the deal, the brokerage shall still be payable.
7. The Client acknowledges that the Estate Agent/Broker has provided necessary assistance in locating the [buyer/seller] and facilitating the transaction.
8. The parties agree to comply with all applicable laws, including but not limited to the Registration Act, Indian Contract Act, RERA (if applicable), and any other local/state laws.
9. Any dispute arising out of or in connection with this Agreement shall be resolved amicably. Failing which, it shall be subject to the jurisdiction of courts at _____.
10. This Agreement contains the entire understanding between the parties and supersedes all previous discussions or representations & has three pages.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date and place first above written.

Date:

Place:

Signatures: -

<i>(Signature of Client)</i>	<i>(Signature of Estate Agent/Broker)</i>
<i>(Witness No. 1)</i>	<i>(Witness No.2)</i>