**Real Estate Agent Agreement**

This real estate agreement is made effective as of \_\_\_\_\_\_\_\_\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_ of Gupta & Sen Real Estate Agency and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

In this agreement, the party who is contracting to receive services shall be referred to as “Seller” and the party who will be providing the services will be referred to as “Agent”.

Seller is the owner of a property situated at following address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Area of the Seller’s property is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ sq. ft. carpet and has \_\_\_ bedrooms and \_\_\_\_ car parking spots.

Both parties hereto agree as follows:

**GRANT OF RIGHTS.** Seller hereby grants to Agent the exclusive right to sell the aforementioned property and Seller hereby appoints Agent as Seller’s Agent for such purpose, subject to the terms and conditions set forth in this Agreement. During the life of this Agreement, Agent will refer to Seller all offers and inquiries including those from other brokers and prospective buyers with respect to the sale of the property. Seller, promptly after Agent’s request will deliver to Agent complete copies of any records and documents relating to the Property in possession of the Seller.

**DESCRIPTION OF SERVICES.** Agent shall refer to Seller all offers and inquiries, including those from outside brokers, or from prospective buyers, with respect to the property and shall facilitate Seller to negotiate with respect to the sale of the property. Agent shall diligently market, investigate and develop such offers and inquiries and canvass, solicit and otherwise employ it’s best efforts to bring about the sale of the property. The Agent is obligated to report any price and terms and conditions that may be offered for said property for the consideration or review of the Seller.

Beginning on the date \_\_\_\_\_\_\_\_\_ Agent will provide the above services including the following services, (Collectively, the “Services”) in connection with the sale of the above described property: Agent shall render to Seller regular status reports of Agent’s activities, marketing & advertising the sale of the property through various channels, advising Seller of all negotiations and submitting to Seller any offers received by Agent for the property.

This Agreement is valid for a period of **6** months starting from the date mentioned in the agreement.

**PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by the Agent shall be determined by the Agent himself. Seller will rely on Agent to work as many hours as may be reasonably necessary to fulfill Seller’s Obligations under this Agreement.

The Agent will disclose the name of prospective buyer to the Seller before showcasing the property to any prospective buyer. The Seller will immediately inform the Agent if the same party has already approached Seller directly or introduced by some other Agent. In such a circumstances, Agent will not pursue with the prospective buyer.

**PAYMENT.** The Seller agrees to pay a commission of **1** (one) **%** of closing sale price of any sale or sales made by the Agent of the properties mentioned above.

The Seller reserves the right to sell the above-described property through his / her own contacts / relatives or directly to anyone, and in the event that said property is sold as a result of said negotiations, the Agent shall not be entitled to commission upon sale or sales.

Nothing in this agreement shall be deemed to require Seller to accept an offer to purchase the property, to sell the property or to keep the property for sale during the term of this Agreement, and Seller may withdraw the property from sale on the market at any time.

**TERM / TERMINATION.** This Agreement shall terminate automatically upon **6** months from the signing date of the Agreement or on the completion by the Agent of the services required by this Agreement.

**RELATIONSHIP OF PARTIES.** It is understood by the parties that the Agent is an independent contractor with respect to the Seller and not an employee of the Seller. The Seller is not entitled to provide any fringe benefits, expense claims or any other employee benefit, for the benefit of the Agent.

**EMPLOYEES.** The Agent’s employees, if any, who perform services for the Seller under this agreement shall also be bound by the provisions of this Agreement.

**ASSIGNMENT.** The Agent’s obligations under this Agreement shall not be assigned or transferred to any other person, firm or corporation without the prior written consent of the Seller.

**CONFIDENTIALITY.** Agent agrees for itself, it’s successors, heirs and assigns to refrain from disclosing to any third party any information relating to the property that are valuable, special and unique and that need to be protected from improper disclosure.

In consideration for the disclosure of the Information, Agent agrees that Agent will not at any time or in any manner, either directly or indirectly, use any Information for Agent’s own benefit, or divulge, disclose or communicate in any manner any Information to any third party without the written consent of the Seller. Agent will protect the information and treat it strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

**CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

**RETURN OF RECORDS.** Upon termination of this Agreement, the Agent shall deliver all records, notes, data, memoranda, models and equipment of any nature that are in the Agent’s possession or under the Agent’s control and that are the Seller’s property or relate to the Seller’s business.

**NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered through email communication. The email addresses may be changed from time to time by either party by providing notice to each other.

**ENTIRE AGREEMENT.** This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreement between the parties.

**AMENDMENT.** This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**EXCULPATION.** During the term of this agreement, in the event that either or both parties fail to honour their obligations as described in this agreement, neither party will hold the other responsible and no officer, director, employee or relative of either party shall have any personal liability for any such failure.

**APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Maharashtra.

**Seller:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

**Agent:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: