

AGREEMENT BETWEEN A FIRM AND A BROKER FOR AGENCY

THIS AGREEMENT made on the.....day of.....BETWEEN AB, etc., a firm carrying on the business of building contractors at.....(hereinafter called the firm) of the one part and CD, etc. (hereinafter called the broker) of the other part.

WHEREAS the firm wants to sell the property described in the Schedule hereto and for the said purpose the services of the broker are required.

AND WHEREAS the said broker has shown his willingness to accept the agency for the sale of the said property described in the Schedule hereto.

AND WHEREAS the firm has accepted to pay to the broker the present rate of commission of 1 per cent. Of the sale price.

NOW THEREFORE THIS AGREEMENT WITNESSES as follows :

1. The firm hereby gives the broker for a period of three months thereof the right to sell the property described in the Schedule hereto at the price and on the terms and conditions hereinafter contained in this agreement.
2. The broker is hereby authorised to sell the property on the price of Rs. 1,00,000 and out of this consideration the purchaser shall pay Rs.20,000 in advance as earnest money and the balance of Rs.80,000 shall be paid within a month hereof before the Registrar at the time of registration of the sale-deed.
3. The broker shall be authorised to sell the property at the price of Rs.1,00,000 and on other terms and conditions that may be acceptable to the firm.
4. The firm hereby represents and warrants that the details of the property as described in the Schedule hereto are true and correct and the said property is free from all encumbrances.
5. The firm hereby undertakes to deliver to the purchaser, within a reasonable time, an abstract of title showing that the firm is the owner of the property and the said property is free from all encumbrances.
6. The firm hereby agrees that the sale-deed to be executed by the firm shall be a full covenant warranty deed free from all encumbrances.

IN WITNESS WHEREOF, etc.

SCHEDULE OF PROPERTY