

AGREEMENT FOR APPOINTMENT OF A BROKER FOR SELLING A HOUSE

THIS AGREEMENT made at ..... on this ..... day of ....., 2000, between A S/o. B resident of ..... hereinafter called "the owner" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, legal representatives, executors and administrators) of the ONE PART and C S/o D resident of ..... hereinafter called "the broker" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, legal representatives, executors and administrators) of the OTHER PART.

WHEREAS the owner is the absolute owner of the property described in the Schedule hereunder written and he wants to sell the same and for that purpose he requires the services of a broker.

AND WHEREAS the broker, who is a reputed broker dealing in real estate in the area has shown his willingness to sell the said property.

AND WHEREAS the owner has agreed to appoint the broker for the sale of his property described in the Schedule hereto on the terms and conditions as hereinafter appearing.

NOW THIS AGREEMENT WITNESSES AS UNDER:

1. The owner authorises the broker to sell the property for a consideration of Rs..... out of which the purchaser shall pay Rs ..... in advance as earnest money and the balance of Rs ..... shall be paid within a period of three months at the time of registration of the conveyance deed.
2. The owner hereby represents and warrants that the details of the property as described in the Schedule hereunder written are true and the title of the owner to the said property is clear, marketable and free from encumbrances.
3. The owner hereby undertakes that after the receipt of earnest money from the purchaser, he shall deliver the abstract of title showing that he is the owner of the property and the property is free from mortgage, lien, charge or any encumbrance.
4. The owner hereby agrees that on receipt of entire consideration in respect of the property, he shall execute conveyance deed in favour of the purchaser.

5. The broker hereby agrees that he shall be able to sell the property within a period of one month from the date of these presents.
  
6. The owner shall pay to the broker the commission at the rate of 2% of the consideration, which shall be payable at the time of execution of the conveyance deed of the property.

IN THE WITNESS WHEREOF the parties have hereunto set their hands, the day, month and year first above written.

*Schedule of the above property*

Signed and delivered by A s/o B, the within named owner

Signed and delivered by C s/o D, the within named broker

WITNESSES;

1.

2.