

REAL ESTATE REGULATORY AGENCY
BROKER'S CONTRACT AGREEMENT
(SELLER)

FORM A

As per the Real Estate Brokers By-Law No. (85) of 2006.

BRN: _____

STR#: _____

PART 1. THE PARTIES

<p>A) THE AGENT / BROKER (Block letters only)</p> <p>NAME OF ESTABLISHMENT: Al Ruwad Real Estate</p> <p>ADDRESS: Office No. 106, Oud Metha Offices Bldg, Umm Hurair 2, Dubai, U.A.E.</p> <p>OFFICE CONTACT DETAILS:</p> <p>PH: +971 4 3430111 FAX: +971 4 3431110</p> <p>Email: info@alruwad.ae</p> <p>ORN: 12803 DED LISC: 699362</p> <p>P.O BOX: %8564</p> <p>NAME OF REGISTERED AGENT:</p> <p>NAME: _____</p> <p>BRN: _____ DATE ISSUED: _____</p> <p>MOBILE: _____</p> <p>EMAIL: _____</p>	<p>B) THE PROPERTY OWNER (The Seller)</p> <p>OWNER 1: _____</p> <p>ADDRESS: _____</p> <p>P.O BOX: _____ CITY: _____</p> <p>COUNTRY: _____ PH: _____</p> <p>FAX: _____ MOBILE: _____</p> <p>EMAIL: _____</p> <p>OWNER 2: _____</p> <p>ADDRESS: _____</p> <p>P.O BOX: _____ CITY: _____</p> <p>COUNTRY: _____ PH: _____</p> <p>FAX: _____ MOBILE: _____</p> <p>EMAIL: _____</p>
<p>DECLARATION BY THE AGENT</p> <p><i>I hereby declare, I have read and understood the Real Estate Brokers Code of Ethics, I have provided the Seller/s with an honest market price range expected for the property, and I shall accept my client's instructions and work to obtain the highest possible selling price from a potential Buyer. I shall present all price offers in writing and shall receipt a deposit to be held in trust till a contract of sale is executed & transfer completion.</i></p>	<p>DECLARATION BY THE OWNER (The Seller)</p> <p><i>I/We hereby declare, we are the Owners of the property as stated below. I/We undertake in agreement with the Agent, to sell the said property when a reasonable offer to purchase is presented by the Agent / Broker. I/We shall not advertise or market the property lower than Agent/Broker (for Exclusive listing, not at all) and act promptly to respond to the buyer's proposal. We understand that any deposit money will be held by the Agent & cannot be accessed till settlement.</i></p>

PART 2. THE PROPERTY

<p>PROPERTY ADDRESS: _____</p> <p>MASTER DEVELOPER: _____</p> <p>MASTER PROJECT NAME: _____</p> <p>PLOT NO: _____</p> <p>COMMUNITY: _____</p> <p>BUILDING NAME: _____</p> <p>APARTMENT NO#: _____</p> <p>AREA: _____ SQ FT(GFA) CAR PARK: _____</p> <p>ORIGINAL PRICE: _____</p> <p>DATE OF PURCHASE: _____ DATE OF LAST TRANSFER: _____</p> <p>DEVELOPER: _____</p> <p>RERA DEVELOPER REG NO#: _____</p> <p>RERA APPROVED BANK: _____</p> <p>TRUST ACCOUNT NUMBER: _____</p> <p>TRANSFER FEE PAID BY: SELLER 1% <input type="checkbox"/> BUYER 1% <input type="checkbox"/> NEG <input type="checkbox"/></p> <p>MAINTENANCE FEE P.A _____ PER SQ FT</p> <p><input type="checkbox"/> STUDIO <input type="checkbox"/> 1 BR <input type="checkbox"/> 2 BR <input type="checkbox"/> 3 BR <input type="checkbox"/> 4 BR</p> <p><input type="checkbox"/> OTHER <input type="checkbox"/> VILLA <input type="checkbox"/> LAND <input type="checkbox"/> WHOLE BUILDING</p> <p>OTHER: _____</p>	<p>IS A COPY OF THE ORIGINAL CONTRACT ATTACHED? Yes <input type="radio"/> No <input type="radio"/></p> <p>IS THERE A MORTGAGE ON THE PROPERTY? Yes <input type="radio"/> No <input type="radio"/></p> <p>IS A COPY OF OWNER'S PASSPORT ATTACHED? Yes <input type="radio"/> No <input type="radio"/></p> <p>DOES A MOU EXIST ON THIS PROPERTY? Yes <input type="radio"/> No <input type="radio"/></p> <p>IS THE PROPERTY TENANTED? Yes <input type="radio"/> No <input type="radio"/></p> <p>PRESENT USE:</p> <p>RESIDENTIAL <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> INDUSTRIAL <input type="checkbox"/></p> <p>DEVELOPMENT <input type="checkbox"/> RETAIL <input type="checkbox"/> UNDER CONSTRUCTION <input type="checkbox"/></p> <p>PAYMENT SCHEDULE:</p> <p>COMPLETION DATE: _____ / _____ / _____</p> <p>ALREADY PAID: _____</p> <p>BALANCE TO DEVELOPER: _____</p> <p>NEXT PAYMENT: _____ / _____ / _____</p> <p>NEXT PAYMENT: _____ / _____ / _____</p> <p>NEXT PAYMENT: _____ / _____ / _____</p> <p>NEXT PAYMENT: _____ / _____ / _____</p> <p>OTHER: _____</p>
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RANGE: _____ TO _____ LIST PRICE _____

The Seller has instructed the Agent to list the property at the listing price above. The Agent has advised the Seller the likely selling price range of the property based on current market price indicators. The Seller agrees NOT to increase the price above the highest price as stated above after signing this appointment agreement. If so, in this instance, the Agent may claim loss of fees from Seller.

REAL ESTATE REGULATORY AGENCY
BROKER'S CONTRACT AGREEMENT
(SELLER)

FORM A

BRN: _____
STR#: _____

PART 3. THE AGREEMENT (Terms and Conditions)

THE AGREEMENT

This Agreement Shall Commence On: ____ / ____ / ____

This Agreement Shall Expire On: ____ / ____ / ____

The Agent may may not seek to renew this agreement after ____ days
(A renewal should be done in writing on FORM A1.)

The Agent shall list, market and introduce a prospect buyer who is qualified and willing to buy.

The Agent shall provide the Seller and activity update on the progress on a weekly fortnightly monthly basis

All offers to buy the property shall be provided to the Seller in writing on the prescribed Form F and meet the Dubai & UAE Government laws & RERA requirements.

The Seller shall be prepared to sign a legally binding contract to sell the property and not increase in price nor make any additional adverse demands at the time when the willing buyer presents, with a reasonable offer to purchase with similar conditions herein.

THE CONDITIONS

The property transfer fee shall be paid by

The Buyer 1% The Seller 1% Negotiable
Payable to: The DLD On Transfer

NO TRANSFER FEE IS TO BE PAID TO DEVELOPER. (Tick whichever applies)

The property, listed by the Seller/s with this Agent/Broker is on the following basis for the term as noted herein.

1. Exclusive Agent (See below)
2. Sole Agent (Owner may sell privately)
3. Open Listed (Listed with more than 1 Agent)

The Exclusive Appointment is defined as the ONLY one permitted to list & market the property including the Seller

The Agent is permitted to engage in joint / conjuncting with another Registered Broker to introduce a Buyer on the prescribed contract of sale form.

YES NO

This agreement may be terminated by the Seller/s only on the FORM U (a blank is attached and provided to the Seller at the time of signing this appointment) which must be issued with 7 days advance notice. The Seller/s shall be obliged to provide the reason of termination & if a buyer introduce by the Agent buys the property, the Agent shall still be entitled to claim the fee from the Seller/s.

BOTH PARTIES HAVE ACCESS TO DISPUTE RESOLUTION WITH RERA IF IN DISPUTE.

PART 4. THE COMMISSION & FEES

AGENT'S COMMISSION

The Agent / Broker's commission fee applicable is agreed between the parties at _____ percent ____ (%) of the agreed sale price of a contract of sale.

The parties hereby agree that the Agent's Commission shall be deducted from the deposit monies held in trust on the day of settlement of a contract of sale after the transfer is completed.

The Agent MUST declare to seller if dealing with Buyer.

Unless agreed, the Agent shall act for one party only.

OTHER FEES

(Tick whichever applies)	Agent	Seller
Advertising	<input type="checkbox"/>	<input type="checkbox"/>
Key Cutting	<input type="checkbox"/>	<input type="checkbox"/>
Courier Costs	<input type="checkbox"/>	<input type="checkbox"/>
Bank Charges	<input type="checkbox"/>	<input type="checkbox"/>
International Currency transfer costs	<input type="checkbox"/>	<input type="checkbox"/>
Signboard	<input type="checkbox"/>	<input type="checkbox"/>

The parties agree that the fees shall not exceed an amount of _____ this shall be paid upon an invoice present to the Seller by the Agent at settlement, this shall be noted in the sale agreement.

PART 5. THE SIGNATURES

THE SIGNATURE - THE AGENT / BROKER

NAME: _____
Please Print in block letters (Full Name)

SIGNATURE: _____

REGISTERED BROKER NUMBER(BRN): _____

AGENCY / BROKER OFFICE NO(ORN): _____

THE SIGNATURE - THE OWNER/S (Seller/s)

OWNER 1: _____

SIGNATURE: _____

OWNER 2: _____

SIGNATURE: _____

DATE OF SIGNATURE: _____

This Appointment Agreement must be signed by the Agent with their Broker's Register Number inserted under the Company / Office Stamp over the Agent's signature. The parties acknowledge that this agreement shall be registered in the Agent / Brokers Transaction Register in their office as required under the Real Estate Brokers By-Law No. (85) of 2006.

PART 6. ADDITIONAL INFORMATION (for Completed properties)

TENANCY

Not Applicable (N/A)

The property is tenanted N/A YES NO
(If YES to above please complete the following)

Is the tenancy agreement registered with RERA? N/A YES NO

The Tenancy agreement commenced on _____ / _____ / _____

The Tenancy agreement shall expire on _____ / _____ / _____

A security deposit (bond) exists on the property N/A YES NO
(If YES to above please complete the following)

Current Rent per month _____

Current Market Rent value per month _____

The tenant may be prepared to relocate N/A YES NO

Agent to Consult with the tenant N/A YES NO

PROPERTY CONDITION

The property is listed for sale 'as is' and the Seller declares the following

Plumbing	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>
Electrical & wiring	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>
Appliances	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>
Windows	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>
Doors	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>
Walls	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>
Floors	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>
Roof	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>
Garage Doors	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>
Balcony	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>
Air Conditioning	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>
Hot Water Service	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>
Pool Pump	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>

INCLUSIONS / EXCLUSIONS

Stove	Yes <input type="radio"/>	No <input type="radio"/>
Oven	Yes <input type="radio"/>	No <input type="radio"/>
Refrigerator	Yes <input type="radio"/>	No <input type="radio"/>
Washing Machine	Yes <input type="radio"/>	No <input type="radio"/>
Air Conditioner	Yes <input type="radio"/>	No <input type="radio"/>
Landscaping	Yes <input type="radio"/>	No <input type="radio"/>
Equipment	Yes <input type="radio"/>	No <input type="radio"/>
Curtains	Yes <input type="radio"/>	No <input type="radio"/>

The Agent shall only include inclusions with the property with the prior approval of the Seller.

The inclusions noted shall be included in the sale agreement

OTHERS : _____

OTHER (Please add your additional requirements & Instruction to Agent)

DATE: _____ SIGNED BY: **THE AGENT**

DATE: _____ SIGNED BY: **THE SELLER**

_____/_____/_____ "X" _____/_____/_____ OWNER 1: _____
OWNER 2: _____

**Form U must accompany Form A, the Seller must give 7 days written notice to terminate this agreement stating the reason for termination.
The Agent declares FORM U blank has been sent to the Seller with this form.**