



**REALTORS & ESTATE CONSULTANTS ASSOCIATION
OF KOLKATA**

BROKERAGE AGREEMENT

PROJECT NAME: _____
PROJECT LOCATION: _____
HIRA REGISTRATION NUMBER: _____
UNIT NUMBER: _____
PLACE: _____
DATE: _____

This Brokerage Agreement is made at _____ on this the ____ day of _____

BETWEEN

M/s _____ (PAN Number _____, GST Number _____), having its office at _____, being represented by its _____ Shri/Smt _____, [DESIGNATION] vide Board Resolution dated _____ (hereinafter referred to as the "DEVELOPER")

AND

M/s _____ (PAN Number _____, GST Number _____, HIRA Registration Number _____), having its office at _____, being represented by its _____ Shri/Smt _____, [DESIGNATION] (hereinafter referred to as the "REAL ESTATE AGENT / REALTOR / CHANNEL PARTNER")

Whereas the DEVELOPER is developing/constructing a project known as _____, located at _____, The Developer has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the _____ Real Estate Regulatory Authority at _____ on _____ under registration no. _____. (hereinafter referred to as "THE SAID PROJECT").

That the said Real Estate Agent has facilitated the following transaction in the Said Project: _____ Unit Number: _____ Name of the Purchaser(s): _____ Total Sale Consideration: _____ Payment Plan: _____ (hereinafter referred to as the "TRANSACTION")

Now it is agreed by and between the Developer and the Real Estate Agent that Mr/Mrs/M/s _____ is wholly recognized and accepted as a Real Estate Agent for the said project and they have facilitated the above transaction and are entitled to Brokerage Fees of Rs. _____ (Rupees _____) plus Government Taxes (GST etc.) at applicable rates, less Tax Deducted at Source at applicable rates.

And that it has been expressly agreed that the above said amount of Brokerage shall be paid by the Developer to the Real Estate Agent as per the following payment details:

Ø Brokerage Payment Details:

Stage _____	% of Total Brokerage Release

The Real Estate Agent is entitled to raise his brokerage tax invoice to the Developer as per stages mentioned in the Brokerage Payment Details Table above, and the brokerage payment will be due within 30 (Thirty) days of the date of the tax invoice.

In case the Developer fails to release the brokerage as per the above mentioned brokerage payment details, then the Real Estate Agent shall be at liberty to take legal action as per the prevailing law of the land. Any delay to pay such agreed amount of Brokerage will also attract interest on the pending dues to the Real Estate Agent for the delayed period. The rate of interest payable by the Developer to the Real Estate Agent shall be the State Bank of India highest marginal cost of lending rate plus two percent.

That this Agreement will remain irrevocable and binding on both the parties and their heirs and successors.

That this Agreement may only be amended through written consent of the Parties concerned in said agreement.

That this Agreement shall be governed by the laws of the state of

_____. This Agreement is made on a Stamp Paper of Rs. ____.

IN WITNESS WHEREOF the parties hereto have subscribed their hands on the day, the month and the year first above written in the presence of the following witnesses, who have also signed.

Signed by:

DEVELOPER:

REAL ESTATE AGENT:

Date:

Place: