

Hanu Reddy Realty®**RESIDENTIAL LISTING AGREEMENT**
(Exclusive Authorization and Right to Sell)

SRO/46042

THIS RESIDENTIAL LISTING AGREEMENT entered into on this 10th day of September 2017**BETWEEN**SAMIR DATTA Son or Daughter of DR. SUNIL DATTA aged about 43 years
residing at 36024 DLF GC, Semmencheri, Chennai - 603103

(hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context hereof mean and include his/her/its legal heirs, executors, administrators, legal representatives, successors in business, and permitted assigns, as the case may be), of the One Part;

AND

Hanu Reddy Realty India Pvt Ltd, having its registered office at No:18, Bishop Wallers Avenue East, Mylapore, Chennai -600 004, hereinafter referred to as - "Broker" (which term shall unless repugnant to the context mean and include its successors in interests, assigns and agents)

WHEREAS the SELLER has approached the BROKER to sell the immoveable property located at Flat 1-L, RAHANIYAM RHYTHM APARTMENTS, 33 THAZHAR ROAD, NAVALUR, Chennai - 603103 more particularly described in the SCHEDULE written hereunder and the BROKER has agreed to do on the terms and for the duration as per the terms hereinafter contained.**NOW THEREFORE THIS AGREEMENT NOW WITNESSETH AS FOLLOWS.****1. EXCLUSIVE RIGHT TO SELL:**The SELLER hereby employs, grants and authorizes the BROKER the exclusive and irrevocable right beginning from 10/9/17 (date) and ending at 11:59 P.M. on 10/12/17 (date) (which period is hereinafter referred to as the "Listing Period") the exclusive and irrevocable right to sell the SCHEDULE PROPERTY.**2. ITEMS EXCLUDED:**

Unless otherwise specified, all fixtures and fittings that are attached to the SCHEDULE PROPERTY are included. All personal property items are excluded from the purchase price.

The details of items specifically excluded from the Purchase price of the SCHEDULE PROPERTY are listed in Annexure 1. In case nothing is listed in Annexure 1, the SELLER confirms there is nothing that is excluded from the purchase price of the SCHEDULE PROPERTY. The purchase price means the agreed price or consideration for which the SCHEDULE PROPERTY is proposed to be sold or developed, partly sold or partly developed or any other combination by means of a sale agreement, sale deed, joint venture, joint development, power of attorney or any other mutual arrangement entered between the Prospective Buyer with the SELLER.

Seller intends that the Annexure 1 items will be excluded in the offering of the Property for sale, but understands that: (i) the purchase agreement to be entered between the Seller and the Buyer, supersedes any intention expressed above and will ultimately determine which items are excluded in the sale. (ii) Broker is not responsible for and does not guarantee that the above exclusions will be in the purchase agreement. (iii) Seller confirms that it shall have no recourse against the Broker regarding any exclusions of the SCHEDULE PROPERTY.

3. **LISTING PRICE AND TERMS:**

- A. The listing price shall be: Rs. 45,00,000/- /- (Rupees Forty five lacs only).
- B. Additional Terms: Negotiable

The Seller agrees that the Broker does not make any warranty, commitment or assurance that the SCHEDULE PROPERTY shall fetch the listing price.

4. **COMPENSATION TO BROKER:**

- A. Seller agrees to pay to Broker as compensation for services irrespective of agency relationship(s), the applicable brokerage of 2% of the sale consideration plus applicable GST which is presently at 18% of the brokerage amount, as follows.

1. If during the Listing Period, or any extension, Broker, cooperating broker, or any other person procures a buyer(s) who offers to purchase the Property on the above price and terms, or on any price or terms acceptable to Seller. **BROKER IS ENTITLED TO COMPENSATION WHETHER ANY SALE/ESCROW RESULTING FROM SUCH OFFER CLOSURES DURING OR AFTER THE EXPIRATION OF THE LISTING PERIOD, OR ANY EXTENSION.**

OR

2. If within 365 calendar days (a) after the end of the Listing Period or any extension; or (b) after any cancellation of this Agreement, unless otherwise agreed, Seller enters into a contract to sell, convey, lease or otherwise transfer the Property to anyone ("Prospective Buyer") or that person's related entity: (i) who physically entered and was shown the Property during the Listing Period or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Seller a signed, written offer to acquire, lease, exchange or obtain an option on the Property.
3. If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Seller during the Listing Period, or any extension.
4. The Seller shall pay commission to the Broker and applicable Service Tax in proportion to the advance received or deemed to be received from the Prospective Buyer, Irrespective of the nature of documentation or transaction between the Prospective Buyer or the Seller such as agreement for sale, MOU, Power of Attorney, Sale deed, joint development or any other arrangement

- B. Notwithstanding anything contained herein the SELLER confirms that they shall pay the agreed compensation/ proportionate compensation, as applicable, to the BROKER from and out of the sale consideration/ advance received or deemed to be received on the date of completion of the sale transaction/date of advance received or deemed to be received. Seller hereby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds. Broker may submit this Agreement, as instructions to compensate regarding the Property involving Seller and a buyer, Prospective Buyer or other transferee. Interest will be levied at 18% per annum for any delay in payment of brokerage.

5. **OWNERSHIP, TITLE AND AUTHORITY:**

Seller warrants that:

- i. Seller is the owner of the Property;
- ii. No other persons or entities have title to the Property; and
- iii. Seller has the authority to both execute this Agreement and sell the Property.

6. **SELLER REPRESENTATIONS:**

Seller represents that, unless otherwise specified in writing, Seller confirms the following (i) there is no loan, mortgage, lis pendens or pending proceedings in any court of law, attachment by any court or other statutory authority, or other charge or other claim in respect of the SCHEDULE PROPERTY ; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the SCHEDULE PROPERTY; (iii) any bankruptcy, insolvency or similar proceeding affecting the SCHEDULE PROPERTY; (iv) any litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Seller's ability to transfer it; (v) that there is no impediment to the title of the Seller in respect of the Schedule Property; (vi) that all taxes, dues, assessments in respect of the Schedule Property have been paid by the Seller upto the date of this agreement and such dues, taxes and charges shall be paid till the execution of the sale deed in respect of the Schedule Property and (vii) any current, pending or proposed special assessments affecting the Property. Seller shall promptly notify Broker in writing if Seller becomes aware of any of these items during the Listing Period or any extension thereof.

Seller agrees to clear off all existing loans, Property Taxes, Water/ Sewerage Tax, Electricity Board Dues, Maintenance Dues on or before completing the transaction and provide proof of the same to the Buyer.

7. **BROKER'S AND SELLER'S DUTIES:**

- (a) Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Seller gives Broker written instructions to the contrary, Broker is authorized to (i) order reports and disclosures necessary, (ii) advertise and market the Schedule Property by any method and in any medium selected by Broker, including Internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium;
- (b) Seller agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Schedule Property by, among other things, making the Schedule Property available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Schedule Property.

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SELLER IS RESPONSIBLE FOR DETERMINING AT WHAT PRICE TO LIST AND SELL THE SCHEDULE PROPERTY. SELLER FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD BROKER HARMLESS FROM ALL CLAIMS, DISPUTES, LITIGATION, JUDGMENTS AND ATTORNEY FEES ARISING FROM ANY INCORRECT INFORMATION SUPPLIED BY SELLER, OR FROM ANY MATERIAL FACTS THAT SELLER KNOWS BUT FAILS TO DISCLOSE.

8. **DEPOSIT:**

Broker is authorized to accept and hold on Seller's behalf any deposits, if agreed to by the Seller, to be applied toward the purchase price.

9. **AGENCY RELATIONSHIPS:**

Possible Dual Agency With Buyer: Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and Buyer, Seller hereby consents to Broker acting as a dual agent for Seller and such Buyer. Seller is made aware and consents to Broker or Broker's associate collecting compensation from Buyer. **Other Sellers:** Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property that is same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before during and after the end of this Agreement.

10. **SECURITY AND INSURANCE:**

Broker is not responsible for loss or damage to personal or real property, or person, due to showing of the Schedule Property, or otherwise. It shall be the SELLER's responsibility to maintain insurance for the SCHEDULE PROPERTY.

11. **SIGN:**

Seller does ☒ / does not ☐ authorize the Broker to install a FOR SALE/SOLD sign on the Property.

12. **MANAGEMENT APPROVAL:**

If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Agreement on Broker's behalf, and Broker does not approve of its terms, Broker has the right to cancel this Agreement in writing.

13. **ATTORNEY FEES:**

In any action, legal proceeding, mediation or arbitration between Seller and Broker regarding the obligation to pay compensation under this Agreement, the prevailing Seller or Broker shall be entitled to reasonable attorney fees and costs from the non-prevailing Seller or Broker.

14. **ENTIRE AGREEMENT:**

All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.

15. **DISPUTE RESOLUTION:**

A. **MEDIATION:**

Seller and Broker agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim which this paragraph applies any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. **ARBITRATION OF DISPUTES:**

(1) Seller and Broker agree that any dispute or claim in law or equity arising between them regarding the obligation to pay compensation under this Agreement, which is not settled through mediation, shall be decided by arbitration, by a Sole Arbitrator, to be appointed by the Broker, as is hereinafter provided. The Arbitration shall be conducted in English as per the provisions of the Indian Arbitration and Conciliation Act 1996 or its statutory modifications as applicable. In the event of any dispute, either party may issue an arbitration notice to the other party known as arbitration notice. The Broker shall within 15 days of receipt of such notice from the Seller or after 15 days of issuance of such notice to the Seller, appoint a sole arbitrator to decide the disputes.

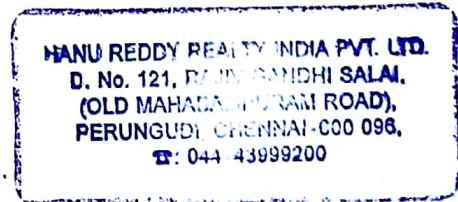
C. **JURISDICTION**

The courts at Chennai shall have exclusive jurisdiction to the exclusion of all other courts.

By signing below, Seller acknowledges that Seller has read, understands, received a copy of and agrees to the terms of this Agreement.

Seller Name SAMIR DATTA
Signature *[Signature]*
Address Flat 36024, DLF Garden City, Semmecoil
City Chennai
State Tamil Nadu
Telephone 9176081729
Fax _____ E-mail samir.datta@gmail.com

Broker Hanu Reddy Realty India Pvt Ltd
Address No: 121, Rajiv Gandhi Salai, Perungudi
City Chennai
State Tamil Nadu
Telephone +91 44 4399 9200, Fax: +91 44 2499 2342.
E-mail rgschennai@hanureddyrealty.com



Realtors MANI PALANI R. RAJKAMAL
Signature *[Signature]* *[Signature]*

SCHEDULE OF THE PROPERTY

1403 SGP / 711.64 SGP / 3 BHK
Flat No 12

ANNEXURE 1

(Contains list of exclusions to the SCHEDULE PROPERTY)

Note: If the above annexure is blank, the Seller agrees and confirms that there are no exclusions to the SCHEDULE PROPERTY

M. Raju

..... **FOR OFFICE USE**

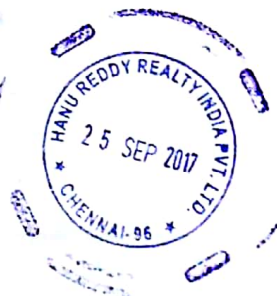
Datasheet No. _____

Presented on : _____

Photos Website Upload: Yes/No

Approved By:

M. Raju
(Vice President)



M. Raju
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