

CONTRACT OF PURCHASE AND SALE

This purchase and sale agreement is entered into this day of ____20, __

Mr. _____ of legal age _____, holder Identify Card _____ and resident in _____ and Mrs. _____ of legal age _____, holder of Identify Card _____ and resident in _____ (the "Sellers")

AND

Mr. _____ of legal age _____, holder Identify Card _____ and resident in _____ and Mrs. _____ of legal age _____, holder of Identify Card _____ and resident in _____ (the "Purchasers")

Mr./Ms.[insert full name, address and tax number] ("the Vendor"), appoint Mr./Ms. [insert full name, address, fiscal number and professional qualification, if necessary] ("the Agent"), subject to and in accordance with the terms and conditions of this Agreement, to act as his/her [exclusive or non-exclusive] Agent in the marketing and sale of the real estate property located in/at

..... [insert address town and country]
whose information is provided in Annex 1 (Property Information Form) of this Agreement.

Mr./Ms. [insert full name, address and fiscal tax number]

("the Vendor"), appoint [insert company legal name] whose registered office

is at [address, city and country] and registration/tax number is

....., represented by [surname and first

name, position] ("the Agent"), subject to and in accordance with the terms and conditions of this Agreement, to act as his/her [exclusive or non-exclusive] Agent in the

marketing and sale of the real estate property located in/at

..... [insert address, town and country] whose information is provided in Annex 1 (Property Information Form) of this Agreement.

1. Representations

The Seller represents and warrants that the Property is free and clear of any liens, charged, encumbrances or rights of others which will not be satisfied out of the sales proceeds. If the representations of the Seller are untrue upon the Closing Date, the Purchaser may terminate any future agreement without penalty.

2. VALIDITY PERIOD OF THE AGREEMENT

This Agreement shall take effect on [Day/Month/Year] and expire [Day/Month/Year], both days inclusive.

This Agreement shall commence on[Day/Month/Year] and shall have a term of [1, 3, 6, 9, 12] months.

3. DUTIES OF THE AGENT

In addition to the duties incumbent on the Agent under this Agreement, the Agent shall:

- (a) Obtain all the information necessary for the sale of the Property.
- (b) Market the Property on behalf of the Vendor.
- (c) Arrange for purchasers to inspect the Property.
- (d) Conduct negotiations and submit all offers in relation to the Property to the Vendor.
- (e) Assist the Vendor in entering into a binding agreement for sale and purchase with a Purchaser.

4. PRICE OF THE PROPERTY

The price of the property shall be [insert amount and currency].

This price may only be varied with written instructions of the Vendor and such instructions shall become part of this Agreement.

The Vendor does not confer upon the Agent, by virtue of this Clause, the right to accept an offer on behalf of the Vendor. The price specified is for advertising and marketing of the property purposes only.

5. COMMISSION

if during the Validity Period of the Agreement the Vendor through the Agent enters into a binding Contract for sale and purchase of the Property, then the Vendor is liable to pay the Agent a commission of% [insert percentage, usually between 1% and 5%] of the transacted price of the Property (taxes excluded).

The commission shall be paid:

Alternative A. Upon the signing of the sale and purchase contract.

Alternative B. Upon completion of the Property transaction as specified in the contract for sale and purchase.

.....

Notices. - In order to comply with their contractual obligations, the Parties establish the following address for the provision of notices related to this contract:

- Party 1 [insert full address].
- Party 2 [insert full address].

ANNEXES

The contracts incorporate some Annexes, each of them, referenced to the corresponding Clause. Annexes are drafted in commonly used formats, although the user must adapt these formats and the text inserted in them to each particular situation.

Purchaser_____

Seller_____