

SOLIS REAL ESTATE AGENCY

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BROKERAGE CONTRACT

Concluded on _____ in Novi Sad:

BROKER "SOLIS NEKRETNINE" DOO, Novi Sad, Vojvođanskih brigada No. 16,
Company No. 21117447; TIN 109043847; Broker Register No. 544 and

ORDERING PARTY _____ from _____

address _____ Unique Master Citizen Number

ID card No. _____ hereinafter **BUYER**.

Article 1

The subject of this Contract shall be the regulation of mutual relationship between the **BROKER** and the **BUYER**, regarding a real estate **PURCHASE** brokerage, under the terms and conditions stipulated by the Contract.

Brokerage shall mean introducing the **BUYER** to the real estate owner, thus, under this Contract, the **BUYER** shall authorize the **BROKER** to find a real estate, on his/her behalf and for his/her account, which would suit his/her requirements, which the **BUYER** would be interested in **purchasing – acquiring ownership of**.

The Contractual parties mutually agree that this Contract shall include all real estate offered and presented to the **BUYER** by the **BROKER**, over an unlimited time period.

Article 2

By signing this Contract the **BUYER** shall:

- Inform the Broker on all relevant data for the purpose of finding the suitable real estate;
- Inform the Broker, orally or in writing, on all the changes related to the brokerage transaction;
- Immediately inform the Broker that the person, who has shown the real estate through the Broker, showed the interest to conclude the Real Estate Purchase Contract without a Broker, or perform any other legal transaction, which include hiring a Broker;
- **Pay the contracted brokerage fee (commission) to the Broker.**

Article 3

BUYER REPRESENTATION AGREEMENT signed by the **BUYER** shall be proof of the real estates that the **BUYER** visited in the presence of the **BROKER**; it shall make an integral part of the Contract.

The **BUYER** shall sign a **BUYER REPRESENTATION AGREEMENT** for each real estate visited in the presence of the **BROKER**; therefore, by placing the signature, he/she shall confirm that he/she was first introduced to the real estate

by the Broker and that the Broker was the first to introduce him/her to the real estate owner, his/her representative or the authorized person.

Article 4

With due care of a prudent businessman, the **BROKER** shall take all necessary measures for purchasing the real estate chosen by the **BUYER**, and he/she is especially obliged to:

- Find and introduce the **BUYER** to the person – owner of the real estate for the purpose of negotiating and concluding the transaction, which is subject of this Brokerage Contract;
- Contract and organize a visit and presentation of the real estate;
- Participate in negotiations and assist with concluding the Purchase Contract, point out to the **BUYER** all the relevant elements, which would make his/her purchase both safe and successful;

- Explain to the **BUYER** the legal status of the real estate in question and present for perusal the ownership documentation for the real estate in question;
- Inform the **BUYER** on all circumstances relevant to the legal transaction which he/she is aware of, inform the **BUYER** about all the impediments regarding the purchase, if any, as well as with all other relevant facts related to the subject transaction;
- Provide complete legal service and legal protection during realization of the purchase in question, at its own expense, on behalf of the **BUYER**;
- Organize certification of the Pre-contract Form and the Contract, as well as the bank transfer via commercial banks;
- Attend the legal transaction conclusion (Contract signing), as well as during the real estate handover.

Article 5

The **BROKER** has the right to a brokerage fee (**COMMISSION**) for the brokerage services rendered during the purchase of the real estate in question of **3%, plus the amount of the related VAT, of the contracted purchase price** for the real estate for which he/she rendered the brokerage services; this fee may not be less than **EUR 1,000 in RSD countervalue at the middle exchange rate of the NBS on the day of payment.**

The **BROKER** has the right to collect the fee at the moment of conclusion of the Contract for which he/she rendered the brokerage services; the moment of Contract conclusion shall also mean the Pre-contract Form conclusion, whereas the subsequent termination of the main Contract by the parties shall not have effect on the earned brokerage fee, except in case of force majeure envisaged by the law.

Article 6

The **BROKER** acquires the right to a brokerage fee (**COMMISSION**) from the **BUYER** of **6%, plus the amount of the related VAT, of the initial advertised price**, and the **BUYER** shall pay this fee to the **BROKER**, even in case when, without knowledge and involvement of **BROKER**, he or she personally, or any of his/her associates, independently or through another broker, concludes a Real Estate Purchase Contract, for which the first contact was organized by the **BROKER**, the Contract signatory.

Article 7

This Contract is concluded for an indefinite time period, starting from the date of signing, and shall stop to produce a legal effect by concluding the legal transaction of brokerage, or by termination notice in writing, which would have a capacity of Brokerage Contract revocation, as long as the revocation is not against conscientiousness.

Termination of the Contract shall not have effect on the rights of any of the Contractual parties, acquired up to the day of termination, arising from this Contract.

Article 8

For the purpose of finding and purchasing the real estate, the Contractual parties agree that the **BUYER** shall also have the right to hire other real estate agencies, in the capacity of a broker.

Article 9

The Contractual parties agree that during the realization of the Contract they act with mutual trust and cooperation, therefore they shall endeavor to resolve any possible dispute amicably.

For all matters not expressly stipulated by this Contract, the provisions of the Law on Contracts and Torts, the Real Estate Brokerage Agencies Act, as well as the Broker General Terms and Conditions shall apply.

In case of any dispute, the competent court shall be the Basic Court in Novi Sad.

Article 10

The Contractual parties mutually acknowledge that they have read and understood the Contract, that it reflects their will, therefore, they duly affix their signatures.

This Contract was drafted in 2 (two) identical copies, one for each Contractual party.

CONTRACTUAL PARTIES

BROKER

ORDERING PARTY
