



# SOLIS

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**AGENCIJA ZA PROMET NEKRETNINAMA**

## BROKERAGE CONTRACT – APARTMENT seller 3%

CONTRACT NUMBER \_\_\_\_\_

Concluded on \_\_\_\_\_ in Novi Sad:

**BROKER:** “SOLIS NEKRETNINE“ DOO, Novi Sad, Vojvodanskih brigada No.16  
Company number 21117447; TIN 109043847; **Brokerage Register No. 544 and**

**ORDERING PARTY:** \_\_\_\_\_ from \_\_\_\_\_

st. \_\_\_\_\_ ID card No. \_\_\_\_\_

Unique Master Citizen Number \_\_\_\_\_ e-mail: \_\_\_\_\_

hereinafter: **ORDERING PARTY**.

### Article 1

The subject of this Contract shall be the regulation of the mutual relationship between the **BROKER** and the **ORDERING PARTY**, regarding the real estate **SALES** brokerage – the **APARTMENT**, further described as:

place \_\_\_\_\_ street \_\_\_\_\_ number \_\_\_\_\_

apartment No. \_\_\_\_\_ surface area \_\_\_\_\_ m<sup>2</sup> structure \_\_\_\_\_ floor \_\_\_\_\_ / \_\_\_\_\_ parcel

No. \_\_\_\_\_ C. M. \_\_\_\_\_ under the requirements and in the manner

stipulated by this Contract.

Under this Contract, the **ORDERING PARTY** shall authorize the **BROKER** to offer for sale the real estate referred to in Article 1 hereof, on his/her behalf, and to advertise it in accordance with its business policy.

### Article 2

The **ORDERING PARTY** shall determine the estimated market value amounting to **EUR** \_\_\_\_\_, at which the **BROKER** may advertise and offer for sale the real estate described in Article 1 hereof, and a price for which a **brokerage fee** is included.

The initial advertised price of the real estate from Article 1 hereof may be corrected on the request of the **ORDERING PARTY** or on suggestion of the **BROKER**, but with the consent of the **ORDERING PARTY**, and each price change is subject to mutual agreement.

### Article 3

By signing this Contract, the **ORDERING PARTY** entrusts the sale of his/her real estate to the **BROKER** and undertakes to:

- Present for perusal the ownership documentation for the real estate in question on the day of signing this Contract, and warn the **Broker** about all recorded and unrecorded encumbrances against the real estate;
- Grant the **Broker** and persons potentially interested in the purchase access to the real estate for viewing the property;
- Inform the **Broker** on all circumstances significant for the performance of brokerage services and on all important data on the real estate, including correct information concerning price, location, structure etc.;
- Inform the **Broker**, orally or in writing, on all changes related to the brokerage transaction, especially the changes related to property rights, deadlines and the price, immediately after the change occurs;
- Immediately inform the **Broker** that the person, who had viewed 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 includes the **Broker's** performance;
- **Pay the contracted brokerage fee to the Broker.**

The **ORDERING PARTY** shall specifically sign a **REAL ESTATE PRESENTATION WORK ORDER** every time the **BROKER** presents the real estate in question to a Buyer; therefore, by placing the signature, the Ordering Party shall confirm that the **BROKER** was the first person who presented the real estate in question to the Buyer, and that he/she was the first to introduce him/her to the **ORDERING PARTY**, his/her representative or the person acting in his or her interests.

### Article 4

With due care of a prudent businessman, the **BROKER** shall take all necessary measures for selling the real estate of the **ORDERING PARTY** as efficiently as possible, and he/she shall specially undertake to perform the following actions on behalf of the **ORDERING PARTY**:

- Strive to find and introduce the person to the **Ordering Party** who is willing to negotiate the conclusion of the Purchase Contract concerning the real estate described in Article 1 hereof;
- Adequately present the real estate on the market in accordance with the Law, advertise the real estate in question, and ensure an appropriate marketing presentation in accordance with his/her business policy;
- Bring persons interested in purchasing the real estate and take part in its presentation;
- Participate in negotiations and assist with concluding the Purchase Contract, point out to the **Ordering Party** all opportunities for finding the best potential Buyer and achieving the best price;
- Provide the **Ordering Party** an objective opinion on the real estate price in accordance with its characteristics, market opportunities, as well as other relevant circumstances;
- Inform the **Ordering Party** on all circumstances relevant to the subject transaction which he/she is aware of or must be aware of;
- Provide complete and quality legal protection hiring an independent lawyer during the realization of the sale in question, for his/her own account, and on behalf of the **Ordering Party**;
- Organize certification of the Pre-contract Form and the Contract, as well as the bank transfer via commercial banks;
- Be present at the conclusion of the legal contract, as well as the real estate handover.

## Article 5

The **BROKER** acquires the right to a **brokerage fee** from the **ORDERING PARTY** for the brokerage upon the sale of the real estate in question, in the amount of **3% of the agreed purchase price, increased by the amount of the corresponding VAT**, at the moment of conclusion of the Contract for which he brokered, and this moment shall also be considered as the moment of the conclusion of the Pre-contract, as well as of the payment of the first installment (advance payment, part of the purchase price...). In the event that **the agreed purchase price of the real estate in question is EUR 33,000 or less**, the brokerage fee is **EUR 1,000**, in countervalue of RSD at the middle exchange rate of NBS on the day of payment, increased by the amount of the corresponding VAT. The **BROKER** also has the right to a **brokerage fee** from the **ORDERING PARTY** in the amount of **3% of the initial advertised price, increased by the amount of the corresponding VAT**, even if the **ORDERING PARTY** sells the real estate that is the subject of this Contract without the **BROKER**, independently or through another broker, to a person or family members who were first introduced to him/her by the **BROKER**, a signatory of this Contract.

In case of closing the sale, the **BROKER** reserves the right to collect the brokerage fee from the Buyer of the real estate in question, based on the Brokerage Contract between the Buyer and the Broker, all in accordance with the Broker General Terms and Conditions.

## Article 6

The Contract shall be concluded for a period of 12 months, starting from the date of signing, with the Contractual Parties being able to extend its validity. The Brokerage Contract shall cease to produce a legal effect by expiration of the period for which it is concluded or by termination notice in writing, which would have a capacity of the Brokerage Contract revocation, as long as revocation is not against the principle of good faith.

If this Contract is not terminated within 12 months as from the conclusion date, it shall automatically be considered extended for the period of 12 months.

If, after terminating the Brokerage Contract, the **ORDERING PARTY** concludes a legal transaction being a direct result of the Broker's brokerage or the result of the Broker's brokerage before the termination of the Brokerage Contract to a significant extent, he/she shall be obliged to pay the **BROKER** the agreed fee.

## Article 7

The Contractual Parties shall act with mutual trust and absolute fairness in cooperation, to act with mutual respect during the realization of this Contract, and they agree to 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.

## Article 8

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) copies, one for each Contractual Party.

## CONTRACTUAL PARTIES

**BROKER**

**ORDERING PARTY**

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