



REAL ESTATE REGULATORY AGENCY
BROKER'S CONTRACT AGREEMENT
(SELLER)

FORM A

Print Form

BRN: \_\_\_\_\_

STR#: \_\_\_\_\_

As per the Real Estate Brokers By-Law No. (85) of 2006.

PART 1. THE PARTIES

Form containing sections A) THE AGENT / BROKER and B) THE PROPERTY OWNER (The Seller) with various fields for names, addresses, contact details, and declarations.

DECLARATION BY THE AGENT and DECLARATION BY THE OWNER (The Seller) sections with legal text regarding the contract and property sale.

PART 2. THE PROPERTY

Form containing property details such as address, developer information, mortgage status, and payment schedule.

RANGE: \_\_\_\_\_ TO \_\_\_\_\_ LIST PRICE \_\_\_\_\_

The Seller has instructed the Agent to list the property at the listing price above. The Agent has advised the Seller the likely selling price range of the property based on current market price indicators. The Seller agrees NOT to increase the price above the highest price as stated above after signing this appointment agreement. If so, in this instance, the Agent may claim loss of fees from Seller.



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(SELLER)**

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**PART 3. THE AGREEMENT (Terms and Conditions)**

THE AGREEMENT	THE CONDITIONS
<p>This Agreement Shall Commence On: ____ / ____ / ____</p> <p>This Agreement Shall Expire On: ____ / ____ / ____</p> <p>The Agent may <input type="radio"/> may not <input type="radio"/> seek to renew this agreement after ____ days (A renewal should be done in writing on FORM A1.)</p> <p>The Agent shall list, market and introduce a prospect buyer who is qualified and willing to buy.</p> <p>The Agent shall provide the Seller and activity update on the progress on a weekly <input type="checkbox"/> fortnightly <input type="checkbox"/> monthly basis <input type="checkbox"/></p> <p>All offers to buy the property shall be provided to the Seller in writing on the prescribed Form F and meet the Dubai &amp; UAE Government laws &amp; RERA requirements.</p> <p>The Seller shall be prepared to sign a legally binding contract to sell the property and not increase in price nor make any additional adverse demands at the time when the willing buyer presents, with a reasonable offer to purchase with similar conditions herein.</p>	<p>The property transfer fee shall be paid by The Buyer 1% <input type="checkbox"/> The Seller 1% <input type="checkbox"/> Negotiable <input type="checkbox"/> Payable to: The DLD <input type="checkbox"/> On Transfer</p> <p>NO TRANSFER FEE IS TO BE PAID TO DEVELOPER. (Tick whichever applies)</p> <p>The property, listed by the Seller/s with this Agent/Broker is on the following basis for the term as noted herein.</p> <p>1. Exclusive Agent <input type="checkbox"/> (See below) 2. Sole Agent <input type="checkbox"/> (Owner may sell privately) 3. Open Listed <input type="checkbox"/> (Listed with more than 1 Agent)</p> <p><b>The Exclusive</b> Appointment is defined as the ONLY one permitted to list &amp; market the property including the Seller</p> <p>The Agent is permitted to engage in joint / conjuncting with another Registered Broker to introduce a Buyer on the prescribed contract of sale form. YES <input type="radio"/> NO <input type="radio"/></p> <p>This agreement may be terminated by the Seller/s only on the FORM U (a blank is attached and provided to the Seller at the time of signing this appointment) which must be issued with 7 days advance notice. The Seller/s shall be obliged to provide the reason of termination &amp; if a buyer introduce by the Agent buys the property, the Agent shall still be entitled to claim the fee from the Seller/s.</p>

**BOTH PARTIES HAVE ACCESS TO DISPUTE RESOLUTION WITH RERA IF IN DISPUTE.**

**PART 4. THE COMMISSION & FEES**

AGENT'S COMMISSION	OTHER FEES																					
<p>The Agent / Broker's commission fee applicable is agreed between the parties at _____ percent ____ (%) of the agreed sale price of a contract of sale.</p> <p>The parties hereby agree that the Agent's Commission shall be deducted from the deposit monies held in trust on the day of settlement of a contract of sale after the transfer is completed.</p> <p><b>The Agent <u>MUST</u> declare to seller if dealing with Buyer. Unless agreed, the Agent shall act for one party only.</b></p>	<p>(Tick whichever applies)</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 10%; text-align: center;">Agent</th> <th style="width: 10%; text-align: center;">Seller</th> </tr> </thead> <tbody> <tr><td>Advertising</td><td align="center"><input type="checkbox"/></td><td align="center"><input type="checkbox"/></td></tr> <tr><td>Key Cutting</td><td align="center"><input type="checkbox"/></td><td align="center"><input type="checkbox"/></td></tr> <tr><td>Courier Costs</td><td align="center"><input type="checkbox"/></td><td align="center"><input type="checkbox"/></td></tr> <tr><td>Bank Charges</td><td align="center"><input type="checkbox"/></td><td align="center"><input type="checkbox"/></td></tr> <tr><td>International Currency transfer costs</td><td align="center"><input type="checkbox"/></td><td align="center"><input type="checkbox"/></td></tr> <tr><td>Signboard</td><td align="center"><input type="checkbox"/></td><td align="center"><input type="checkbox"/></td></tr> </tbody> </table> <p>The parties agree that the fees shall not exceed an amount of _____ this shall be paid upon an invoice present to the Seller by the Agent at settlement, this shall be noted in the sale agreement.</p>		Agent	Seller	Advertising	<input type="checkbox"/>	<input type="checkbox"/>	Key Cutting	<input type="checkbox"/>	<input type="checkbox"/>	Courier Costs	<input type="checkbox"/>	<input type="checkbox"/>	Bank Charges	<input type="checkbox"/>	<input type="checkbox"/>	International Currency transfer costs	<input type="checkbox"/>	<input type="checkbox"/>	Signboard	<input type="checkbox"/>	<input type="checkbox"/>
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**PART 5. THE SIGNATURES**

THE SIGNATURE - THE AGENT / BROKER	THE SIGNATURE - THE OWNER/S (Seller/s)
<p>NAME: _____ <i>Please Print in block letters (Full Name)</i></p> <p>SIGNATURE: _____</p> <p>REGISTERED BROKER NUMBER(BRN): _____</p> <p>AGENCY / BROKER OFFICE NO(ORN): _____</p>	<p>OWNER 1: _____</p> <p>SIGNATURE: _____</p> <p>OWNER 2: _____</p> <p>SIGNATURE: _____</p> <p>DATE OF SIGNATURE: _____</p>

***This Appointment Agreement must be signed by the Agent with their Broker's Register Number inserted under the Company / Office Stamp over the Agent's signature. The parties acknowledge that this agreement shall be registered in the Agent / Brokers Transaction Register in their office as required under the Real Estate Brokers By-Law No. (85) of 2006.***



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**PART 6. ADDITIONAL INFORMATION (for Completed properties)**

**TENANCY** Not Applicable (N/A)

The property is tenanted N/A  YES  NO   
(If YES to above please complete the following)

Is the tenancy agreement registered with RERA? N/A  YES  NO

The Tenancy agreement commenced on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

The Tenancy agreement shall expire on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

A security deposit (bond) exists on the property N/A  YES  NO   
(If YES to above please complete the following)

Current Rent per month \_\_\_\_\_

Current Market Rent value per month \_\_\_\_\_

The tenant may be prepared to relocate N/A  YES  NO

Agent to Consult with the tenant N/A  YES  NO

**PROPERTY CONDITION**

The property is listed for sale 'as is' and the Seller declares the following

Plumbing	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>
Electrical & wiring	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>
Appliances	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>
Windows	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>
Doors	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>
Walls	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>
Floors	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>
Roof	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>
Garage Doors	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>
Balcony	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>
Air Conditioning	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>
Hot Water Service	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>
Pool Pump	Poor <input type="radio"/>	Fair <input type="radio"/>	Good <input type="radio"/>	N/A <input type="radio"/>

**INCLUSIONS / EXCLUSIONS**

Stove	Yes <input type="radio"/>	No <input type="radio"/>
Oven	Yes <input type="radio"/>	No <input type="radio"/>
Refrigerator	Yes <input type="radio"/>	No <input type="radio"/>
Washing Machine	Yes <input type="radio"/>	No <input type="radio"/>
Air Conditioner	Yes <input type="radio"/>	No <input type="radio"/>
Landscaping	Yes <input type="radio"/>	No <input type="radio"/>
Equipment	Yes <input type="radio"/>	No <input type="radio"/>
Curtains	Yes <input type="radio"/>	No <input type="radio"/>

The Agent shall only include inclusions with the property with the prior approval of the Seller.

The inclusions noted shall be included in the sale agreement

OTHERS : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OTHER (Please add your additional requirements & Instruction to Agent)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: _____	SIGNED BY: <b>THE AGENT</b>	DATE: _____	SIGNED BY: <b>THE SELLER</b>
_____ / _____ / _____	_____ "X" _____	_____ / _____ / _____	OWNER 1: _____
			OWNER 2: _____

**Form U must accompany Form A, the Seller must give 7 days written notice to terminate this agreement stating the reason for termination.  
The Agent declares FORM U blank has been sent to the Seller with this form.**