

Real estate co- brokerage agreement form





Real Estate Brokerage Agreement—Exclusive

referred to as OWNER, in consideration for the services performed to date to be performed hereinafter...

BROKER agrees to diligently and in accordance with all applicable regulations and laws to seek to find a buyer for the property...

The minimum selling price of the property shall be: \$ _____ (USD Dollars)

Upon the following terms:

BROKER may place a sign during the term of this listing on the property stating that it is the broker's name, and OWNER agrees to allow the sign to be kept during the term of the listing...

OWNER agrees to pay a commission of _____ percent (%) of the sales price, if (1) you procure a buyer who is ready, willing and able to purchase the premises...

If the property is sold to a relative connected to a person first submitted by BROKER, within _____ months of the expiration of the listing period, the commission provided for herein shall be due and payable.

Should a purchase proceed by BROKER default, and if any deposit, escrow or earnest money is forfeited or received by OWNER, shall pay _____ percent (%) of the same to the BROKER as compensation...

OWNER makes no representation or warranty regarding any problems with the property or its surroundings. BROKER acknowledges an opportunity to fully inspect the premises and acknowledge and accept the lack of representation or warranty regarding the property and its surroundings.

Date: _____

Owner: _____

Broker: _____

THE SALES PROMOTION EMPLOYEES (CONDITIONS OF SERVICE) ACT, 1976¹

(11 of 1976)

[25th January, 1976]

An Act to regulate certain conditions of service of sales promotion employees in certain establishments.

Be it enacted by Parliament in the Twenty-sixth Year of the Republic of India as follows:—

1. Short title, extent, commencement and application.—(1) This Act may be called the Sales Promotion Employees (Conditions of Service) Act, 1976.

(2) It extends to the whole of India.

(3) It shall come into force on such date¹ as the Central Government may, by notification in the Official Gazette, appoint and different dates may be appointed for different States.

(4) It shall apply in the first instance to every establishment engaged in pharmaceutical industry.

(5) The Central Government may, by notification in the Official Gazette, apply the provisions of this Act with effect from such date as may be specified in the notification, to any other establishment engaged in any notified industry.

2. Definitions.—In this Act, unless the context otherwise requires,—

(a) "establishment" means an establishment engaged in pharmaceutical industry or in any notified industry;

(b) "notified industry" means an industry declared as such under section 3;

(c) "prescribed" means prescribed by rules made under this Act;

²(d) "sales promotion employees" means any person by whatever name called (including an apprentice) employed or engaged in any establishment for hire or reward to do any work relating to promotion of sales or business, or both, but does not including any such person,—

MULTI-STATE FORM US-9047A

together with appropriate tax forms. IRS regulations require filing written reports if cash in excess of specified amounts is received in the transaction.

17. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement.

18. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered to, or transmitted by facsimile machine as follows:

To Buyer at: _____ To Seller at: _____

Telephone _____ Telephone _____

Facsimile () _____ Facsimile () _____

19. ASSIGNMENT: This agreement may not be assigned by Buyer without the consent of Seller. This agreement may be assigned by Seller and shall be binding on the heirs and assigns of the parties hereto.

20. PRIOR AGREEMENTS: This contract incorporates all prior agreements between the parties, contains the entire and final agreement of the parties, and cannot be changed except by their written consent. Neither party has relied upon any statement or representation made by the other party or any sales representative bringing the parties together. Neither party shall be bound by any terms, conditions, oral statements, warranties, or representations herein contained. Each party acknowledges that he has read and understands this contract. The provisions of this contract shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. When herein used, the singular includes the plural and the masculine includes the feminine as the context may require.

21. NO BROKER OR AGENTS: The parties represent that neither party has employed the services of a real estate broker or agent in connection with the property, or that if such agents have been employed, that the party employing said agent shall pay any and all expenses outside the closing of this agreement.

22. EMINENT DOMAIN: If the property is condemned by eminent domain after the effective date hereof, the Seller and Buyer shall agree to continue the closing, or a portion thereof, or cancel this Contract. If the parties cannot agree, this contract shall () remain valid with Buyer being entitled to any condemnation proceeds at or after closing, or () be cancelled and the earnest money returned to Buyer.

Buyer Initials _____ Seller Initials _____ USLEGAL

REAL ESTATE BROKERAGE OPERATIONS & AGREEMENTS

REAL ESTATE BROKERAGE OPERATIONS

A brokerage business may take many forms. It may be a sole proprietorship (a single-owner company), a corporation, or a partnership. The office may be independent or part of a regional or national franchise. The business may consist of a single office or multiple branches. The brokerage office may be located in a downtown high rise, a suburban shopping center, or the sponsoring broker's home. A typical real estate brokerage may specialize in one kind of transaction or service, or it may offer a variety of services.

No matter what form it takes, a real estate brokerage has the same demands, expenses, and rewards as any other small business. A real estate broker faces many of the same challenges as an entrepreneur in any other industry. In addition to mastering the complexities of real estate transactions, the **real estate broker must be able to handle the day-to-day details of running a business and to set effective policies for every aspect of the brokerage operation.** This includes maintaining space and equipment, hiring employees and real estate licensees, determining compensation, directing staff and sales activities, and implementing procedures to follow in carrying out agency duties. Each state's real estate license laws and regulations establish the business activities and methods of doing business that are permitted.

In Illinois, **every real estate office must have a sponsoring or managing broker of record, neither of which is required to be the owner of the business. After April 30, 2012, all licensees acting as a managing broker or self-sponsored broker must have a managing broker's license or acquire one within 90 days after being named managing broker.**

Sponsoring brokers

By Section 1450.100 definition, the sponsoring broker is the **entity** holding the company real estate license, whether the entity is an **individual** who operates as a sole proprietorship, **partnership, limited liability company, corporation or registered limited liability partnership.**

- A sponsoring broker may be **self-sponsored.**
- There may be only one sponsoring broker for any one real estate company.
- A sponsoring broker may authorize a managing broker to issue sponsor cards in the name of the sponsoring broker.

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GOODLAND GROUP LIMITED
Company Registration No. 200405522N

JOINT VENTURE AGREEMENT FOR REAL ESTATE DEVELOPMENT IN MYANMAR

INTRODUCTION

The Board of Directors (the "Board" or the "Directors") of Goodland Group Limited (the "Company" and together with its subsidiaries, the "Group") is pleased to announce that the Company's wholly-owned subsidiary, Goodland Glory Pte. Ltd. ("GG") has on 7 February 2013, entered into a joint venture agreement (the "Agreement") with KRS Construction (Myanmar) Pte. Ltd. ("KRS") to undertake two (2) residential property development projects in Yangon, Myanmar (the "Joint Venture").

INFORMATION ON THE JOINT VENTURE

GG and KRS (collectively, the "Parties") are in the business of real estate development and have expertise in planning, design and construction of residential properties in Singapore and Myanmar respectively.

The Joint Venture will be undertaken by a 50% - 50% joint venture company to be incorporated in Singapore (the "JV Co"). The JV Co is a special purpose vehicle which will initially undertake the residential property development projects known as Golden Dragon Condominium Project ("GDC") and Shwe Pyi Tan Complex Project ("SPIC") (collectively, the "Projects").

The shareholding structure of the JV Co shall be as follows:

Shareholders	Shareholdings
GG	50%
KRS	50%

GG shall provide general management, financial management and technical advice and expertise in relation to the Projects.

The initial working capital to be provided by GG to the JV Co shall be secured by titles on real properties as well as the economic benefits of such properties, to be provided by KRS to GG as collateral. The aggregate value of such titles and economic benefits shall be equivalent to or greater than the initial working capital to be provided by GG.

GG reserves the right to sell its interests to other entity or entities should KRS be in default under the Agreement at any time.

INFORMATION ON KRS

KRS is incorporated in Singapore and it is principally a general contractor. KRS holds exclusive development rights for the Projects and shall inject such development rights and exclusive land use (collectively, the "Economic Benefits") to be procured by KRS of the Projects into the JV Co.

Real estate co-brokerage agreement form. What is a co brokerage agreement. Real estate binding agreement date. How long does it take to switch real estate brokerages. What is a brokerage agreement in real estate. Real estate brokerage fees comparison.

No Brokerage Lessor and Lessee represent and warrant to each other that they have had no conversation or negotiations with any broker concerning the leasing of the Properties. Each of Lessor and Lessee agrees to protect, indemnify, save and keep harmless the other, against and from all liabilities, claims, losses, costs, damages and expenses, including attorneys' fees, arising out of, resulting from or in connection with their breach of the foregoing warranty and representation. No Brokerage Fees There are no claims for brokerage commission, finders' fees or similar compensation in connection with the transactions contemplated by this Subscription Agreement or related documents based on any arrangement or agreement binding upon Subscriber. No Broker Seller has not dealt with any broker, investment banker, agent, or other person, except for Buyer, who may be entitled to any commission or compensation in connection with the sale of Purchased Assets pursuant to this Agreement. No Brokers The Company has taken no action which would give rise to any claim by any person for brokerage commissions, transaction fees or similar payments relating to this Agreement or the transactions contemplated hereby. No Broker Fees No broker's or finder's fee or commission will be payable with respect hereto or any of the transactions contemplated thereby; and the Borrower hereby agrees to indemnify the Administrative Agent and the Lenders against, and agree that they will hold the Administrative Agent and the Lenders harmless from, any claim, demand, or liability for any such broker's or finder's fees alleged to have been incurred in connection herewith or therewith and any expenses (including reasonable attorneys' fees) arising in connection with any such claim, demand, or liability. Finders: Brokers Buyer is not a party to any agreement with any finder or broker, or in any way obligated to any finder or broker for any commissions, fees or expenses, in connection with the origin, negotiation, execution or performance of this Agreement. Brokerage In connection with the services provided under subparagraph (b) of paragraph 1 of this Agreement, the Sub-Advisor shall place all orders for the purchase and sale of portfolio securities for the Portfolio's account with brokers or dealers selected by the Sub-Advisor, which may include brokers or dealers affiliated with the Advisor or Sub-Advisor. The Sub-Advisor shall use its best efforts to seek to execute portfolio transactions at prices which are advantageous to the Portfolio and at commission rates which are reasonable in relation to the benefits received. In selecting brokers or dealers qualified to execute a particular transaction, brokers or dealers may be selected who also provide brokerage and research services (as those terms are defined in Section 28(e) of the Securities Exchange Act of 1934) to the Portfolio and/or to the other accounts over which the Sub-Advisor or Advisor exercise investment discretion. The Sub-Advisor is authorized to pay a broker or dealer who provides such brokerage and research services a commission for executing a portfolio transaction for the Portfolio which is in excess of the amount of commission another broker or dealer would have charged for effecting that transaction if the Sub-Advisor determines in good faith that such amount of commission is reasonable in relation to the value of the brokerage and research services provided by such broker or dealer. This determination may be viewed in terms of either that particular transaction or the overall responsibilities which the Sub-Advisor has with respect to accounts over which it exercises investment discretion. The Trustees of the Trust shall periodically review the commissions paid by the Portfolio to determine if the commissions paid over representative periods of time were reasonable in relation to the benefits to the Portfolio. No Broker, etc Each of the parties hereto represents to the others that it has not retained or employed any broker, finder or financial adviser to act on its behalf in connection with this Agreement, nor has it authorized any broker, finder or financial adviser retained or employed by any other Person so to act. Any party who is in breach of this representation shall indemnify and hold the other parties harmless from and against any liability arising out of such breach of this representation. Brokerage Fee Borrower represents to Lender that no broker or other Person is entitled to a brokerage fee or commission as a result of Borrower's actions or undertakings in connection with the financing contemplated hereunder and agrees to hold Lender harmless from all claims for brokerage commissions which may be made as a result of such actions or undertakings, if any. Finders Purchaser has not retained any finder, broker, agent, financial advisor or other intermediary in connection with the transactions contemplated by this Agreement and agrees to indemnify and hold harmless the Company, its officers, directors, affiliates, subsidiaries, employees and agents from liability for any compensation to any such intermediary retained by Purchaser and the fees and expenses of defending against such liability or alleged liability. Post navigation

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