

****EXCLUSIVE REAL ESTATE NET LISTING AGREEMENT****

This Exclusive Real Estate Net Listing Agreement ("Agreement") is entered into on _____ [Insert Date], in Iquitos, Loreto, Peru, by and between:

SELLER: _____ [Full Name of Seller],
with Peruvian ID _____ [DNI] [Insert DNI Number],
domiciled at _____ [Insert Address], hereinafter referred to as the
"Seller";

and

AGENT: Iquitos Land Office, a [SRL] registered with RUC _____ [Insert RUC
Number], domiciled at _____ [Insert Address],
represented by _____ [Full Name of Representative],
with DNI _____ [Insert DNI Number],
hereinafter referred to as the "**Agent**".

RECITALS

WHEREAS, the Seller owns the real property described below and wishes to sell it;

WHEREAS, the Agent is a licensed real estate agency operating in Iquitos, Peru, with expertise in marketing and selling properties;

WHEREAS, the Seller desires to grant the **Agent** the **exclusive right to sell** the Property and receive any sale proceeds exceeding the **agreed-upon net price** to the Seller;

NOW, THEREFORE, the parties agree as follows:

1. PROPERTY DESCRIPTION

The Seller grants the Agent the exclusive right to market and sell the real property located at _____ [Insert Full Address or Legal Description],

Registered with **SUNARP** under Registration Number _____ [Insert SUNARP
Number],

With an area of _____ [Insert Square Meters] square meters, as detailed in the **Certificado Registral Inmobiliario (CRI)** attached as **Exhibit A** (the "Property").

The Property is free of liens, encumbrances, or restrictions, except as disclosed in **Exhibit B**.

2. EXCLUSIVE RIGHT TO SELL

2.1 Exclusivity: The **Seller** grants the **Agent** the exclusive and irrevocable right to market, advertise, and sell the Property for a period of **eighteen (18) months** from the Effective Date (the “Exclusivity Period”), beginning on _____[Insert Start Date] and ending on _____[Insert End Date]. During the **Exclusivity Period**, the **Seller shall not:**

- Engage any other real estate agent, broker, or third party to market or sell the Property.
- Sell or transfer the Property directly to any third party without the written consent of the Agent.
- Enter into any agreement, negotiation, or commitment that may affect the sale of the Property without the Agent’s prior approval.

2.2 Protection Period: If, within **ninety (90) days** after the expiration of the Exclusivity Period, the Seller sells the Property to a buyer introduced by the Agent during the Exclusivity Period, the Seller shall pay the Agent any amount received above the Net Sale Price as compensation for the Agent’s efforts.

3. NET SALE PRICE AND DEPOSIT

3.1 Net Sale Price: The **Seller agrees to accept a fixed net price** of _____[Insert Amount in **Peruvian Soles (PEN)**] (the “Net Sale Price”) as **full payment** for the Property, regardless of the actual sale price received by the Agent from a buyer. The Agent is entitled to retain any and all proceeds from the sale of the Property that exceed the Net Sale Price as its compensation for services rendered.

3.2 [null]

3.3 Price Review Clause: In the event of extraordinary market changes (e.g., inflation exceeding [Insert Percentage, e.g., 20%] annually), the parties may mutually agree to review the Net Sale Price. **Any adjustment requires written consent from both parties.**

3.4 [null]

4. AGENT’S COMPENSATION

4.1 Compensation Structure: The Agent’s compensation shall consist of any and all amounts received from the sale of the Property that **exceed the Net Sale Price, as specified in Section 3.1**. No additional commission or fees shall be payable by the Seller unless otherwise agreed in writing.

4.2 Payment to Seller: The Agent shall pay the Seller the **Net Sale Price** upon the signing of the public deed (escritura pública) transferring the Property to the buyer, or within _____ days [Insert Number, e.g., 5] business days of **SUNARP registration**.

4.3 Breach by Seller: If the Seller breaches this Agreement by selling the Property to a third party without the Agent's consent during the Exclusivity Period, the Seller shall:

- Pay the Agent an amount equal to **20%** [Insert Percentage] of the **Net Sale Price** as liquidated damages, or the actual damages incurred by the Agent, whichever is greater.

5. SELLER'S OBLIGATIONS

The Seller agrees to:

5.1 Provide the Agent with all necessary documentation, including:

- A valid **Certificado Registral Inmobiliario (CRI)** confirming clean title.
- **Proof of payment of municipal taxes (impuesto predial)** and services (arbitrios).
- Zoning and building permits, if applicable.

5.2 Disclose any known defects, liens, encumbrances, or restrictions affecting the Property, as listed in **Exhibit B**.

5.3 Cooperate with the Agent in marketing efforts, including allowing reasonable access for showings and inspections.

5.4 Refrain from entering into negotiations with third parties or selling the Property **without the Agent's written consent**.

6. AGENT'S OBLIGATIONS

The Agent agrees to:

6.1 Diligently market the Property through listings, advertisements, and showings, in accordance with standard real estate practices in Iquitos.

6.2 Conduct due diligence to verify the Property's title and legal status.

6.3 Facilitate negotiations with prospective buyers and coordinate the preparation of a purchase-sale agreement (minuta de compra-venta).

6.4 [null]

6.5 Maintain confidentiality regarding the Seller's personal and financial information, except as required for the sale.

7. TERMINATION

7.1 Mutual Termination: This Agreement may be terminated by mutual written consent of both parties.

7.2 Breach: Either party may terminate this Agreement upon material breach by the other, provided written notice is given and the breaching party fails to cure the breach within _____ [Insert Number, e.g., 15] days.

7.3 Agent's Failure to Perform: If the Agent fails to demonstrate reasonable marketing efforts; no listings or showings **within 6 months**, the Seller may terminate the Agreement with _____[Insert Number, e.g., 30] days' written notice.

8. DISPUTE RESOLUTION

8.1 Governing Law: This Agreement is governed by the laws of the Republic of Peru, including the Peruvian Civil Code.

8.2 Arbitration: Any disputes arising from this Agreement shall be resolved through binding arbitration in Iquitos, conducted by _____[Insert Arbitration Institution, e.g., **Iquitos Chamber of Commerce**], in accordance with its rules. The arbitration decision shall be final and enforceable in Peruvian courts.

9. FORMALIZATION

9.1 Notarization: This Agreement **shall be notarized** by a licensed notary public **in Iquitos** to ensure legal certainty.

9.2 SUNARP Reservation: Upon execution, the Agent may request a preliminary reservation (bloqueo) with SUNARP to protect against third-party filings during the Exclusivity Period, subject to the Seller's cooperation.

10. MISCELLANEOUS

10.1 Entire Agreement: This Agreement constitutes the **entire understanding** between the parties and supersedes all prior agreements or understandings.

10.2 Amendments: Any amendments to this Agreement **must be made in writing** and signed by both parties.

10.3 Notices: All notices shall be sent to the addresses listed above, via certified mail or email with acknowledgment of receipt.

10.4 Severability: If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions **shall remain** in full force and effect.

10.5 Local Considerations: The parties acknowledge that the Property may be subject to environmental or indigenous regulations due to its location in Iquitos. The Agent shall verify compliance with such regulations, including the **Law of Native Communities (Law No. 22175)**, if applicable.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

SELLER

Name: _____[Insert Full Name]

DNI: _____[Insert DNI Number]

Signature: _____

Date: _____ [Insert Date]

AGENT

Iquitos Land Office

Name of Representative: _____ [Insert Full Name]

DNI: _____ [Insert DNI Number]

Signature: _____

Date: _____ [Insert Date]

NOTARY PUBLIC

[To be completed by a licensed notary in Iquitos]

EXHIBIT A: Property Description

[Insert detailed description, including SUNARP registration number, address, area, and CRI details]

EXHIBIT B: Disclosures

[Insert any known liens,

END