

## BROKERAGE AGREEMENT

This Agreement is made on the 12/10/2023, 9:34 AM

Between:

- (1) **Meydan Group L.L.C**, a company duly incorporated pursuant to the laws of Dubai of P.O. Box 17777, Dubai, United Arab Emirates ("Developer"); and
- (2) **LUX REALTY L.L.C**, a company duly registered pursuant to the laws of Dubai of P.O. Box 79998, Dubai,AE ("Broker").

The Developer and the Broker are also referred to individually as a "**Party**" and collectively the "**Parties**".

Whereas

- A. The Developer is in the business of developing residential and mixed-use properties within the Emirate of Dubai. The Broker is in the business of selling real estate in the Emirate of Dubai.
- B. The Developer wishes to appoint the Broker as its non-exclusive sales agent for the sale of the Property to purchasers. The Broker intends to sell the Property to purchasers in its role as a non-exclusive sales agent for the Developer.
- C. The Broker accepts the appointment as a non-exclusive sales agent for the sale of the Property on the terms and conditions set out in this Agreement.

It is agreed as follows:

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement, unless the context otherwise requires, the following definitions shall apply:

**"AED"** means the lawful currency of the UAE.

**"Affiliate"** means in respect of a specified person, any person that directly or indirectly, through one or more intermediaries, controls (i.e. directly possesses the power to direct the management policies through voting securities), or is controlled by, or is under common control with, such specified person;

**"Agreement"** means this agreement (including any schedule or annexure to it and any document in agreed form);

**"Applicable Laws"** means principally By-Law No. 85 of 2006 regarding the Regulation of Real Estate Brokers' Register in the Emirate of Dubai and any regulations and codes of conduct issued by RERA, and any other laws enacted or to be enacted either in the Emirate of Dubai or by the Federal Government of the UAE including but not restricted to the laws concerning the sales and marketing of real estate and the Services to be performed by the Broker under this Agreement.

Sana Khan

Sana Khan (Nov 22, 2023 16:22 GMT+5)

Developer's Initials

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Broker's Initials

<b>“CCF”</b>	means the commission claim form substantially in the form appended to this Agreement at Schedule 3;
<b>“Commission”</b>	means the commission calculated and paid by the Developer to the Broker in accordance with clause 5 and clause 6 and Schedule 2;
<b>“Development”</b>	means the development where the Property is located;
<b>“Initial Installment”</b>	means the booking deposit paid upon signing of the SPA;
<b>“Intellectual Property”</b>	means, without limitation, whether registered or unregistered, trademarks, service marks, designs, copyrights, patents, database rights or other intellectual property rights subsisting in the Developer;
<b>“Net Purchase Price”</b>	means the purchase price of the relevant Property less any discounts, rebates, charges, taxes, levies, transfer fees; costs of collection, litigation or settlement; any other allowances or the payment of any fees by the Developer which are the responsibility of the purchaser; any additional or extra payments made by the purchaser with respect to construction or other work in the Property; or any upgraded or additional appliances, decorations or other improvements within the Property;
<b>"PDC(s)"</b>	means post-dated cheque(s) issued by a bank licensed by the Central Bank of the United Arab Emirates.
<b>“Property”</b>	means the villas, mansions, townhouses, apartments, retail units, offices, buildings and plots, which may be varied from time to time by the Developer at the Developer's sole discretion;
<b>“Prospective Purchaser”</b>	means a third-party purchaser introduced to the Developer or procured by the Broker during the Term who is interested in purchasing a Unit, and who is legally entitled to purchase and own freehold property in the Emirates of Dubai in accordance with the Applicable laws.
<b>“Relevant Authority”</b>	means as the context requires:
	(a) the Government of the United Arab Emirates,
	(b) the Government of the Emirate of Dubai, or
	(c) any other ministry, department or local authority having jurisdiction over the Property, the Developer or the Broker;
<b>“RERA”</b>	means the Real Estate Regulatory Agency of the Government of Dubai.
<b>"Services"</b>	means the services set out in detail at Schedule 1.

Sana Khan

Sana Khan (Nov 22, 2023 16:22 GMT+5)

Developer's Initials

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Broker's Initials

<b>“SPA”</b>	means the form of sale and purchase agreement approved by the Developer from time to time.
<b>“Sale Price”</b>	means the price per square foot of the saleable area of the relevant Property as notified in writing to the Broker by the Developer (as may be amended from time to time by the Developer).
<b>“Sales Event”</b>	means a sales activity or promotion carried out by the Developer; and
<b>“Term”</b>	means the term of this Agreement, which commences on the first above written date and shall continue for a period of twelve (12) months, unless terminated by the Developer in accordance with the provisions of clause 7. For the avoidance of doubt, any references to the Term shall include references to any renewed term of this Agreement.
<b>“UAE”</b>	means the United Arab Emirates.

1.2. In this Agreement, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to:
  - (i) any party includes its successors in title and permitted assigns;
  - (ii) a “person” includes any individual, firm, body corporate, association, partnership, government or state (whether or not having a separate legal personality);
  - (iii) recitals, clauses and schedules are to recitals, clauses and schedules of this Agreement and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear;
- (c) the headings are for convenience only and shall not affect the interpretation of this Agreement;
- (d) if any provision in a definition in this Agreement is a substantive provision conferring rights or imposing obligations then, notwithstanding that it is only in the definition in this Agreement, effect shall be given to it as if it were a substantive provision in the body of this Agreement; and
- (e) the Preamble is incorporated into this Agreement and forms an integral part of it.

## 2. TERM OF THE AGREEMENT

2.1. The Agreement shall continue for the Term.



2.2. The Agreement shall commence on the date of this Agreement for the Term unless terminated earlier by the Developer in accordance with the provisions of clause 7. The Agreement shall be automatically renewed for another twelve (12) months unless the Developer gives notice to the Broker 30 days prior to the expiry of a Term of its intent to renegotiate the terms and the Parties cannot mutually agree on new terms and conditions by the expiry of the Term in which event this Agreement shall terminate at the expiry of the Term and each Party shall be released from its rights and obligations herein and the provisions of clause 7 shall apply.

### **3. OBLIGATIONS, REPRESENTATIONS AND WARRANTIES OF THE BROKER**

3.1. The Broker:

- (a) shall act in good faith to the Developer;
- (b) shall carry out the Services diligently and faithfully to the highest quality standard and shall ensure that the reputation and the integrity of the Developer are maintained to the highest standards at all times;
- (c) shall adhere to the Developer's policy of transparency by communicating accurate product information regarding the Property to the potential purchasers as communicated by the Developer to the Broker from time to time;
- (d) shall obtain the prior written consent of the Developer before engaging in any marketing and/or promotional activity in any format;
- (e) represents that as of the date of this Agreement and throughout the Term of this Agreement it shall, at its own expense, maintain all the necessary permits, licenses, registrations, and/or approvals from the Relevant Authorities to provide the Services as contemplated under this Agreement, including, without limitation, its RERA license or any similar license as applicable; For the avoidance of doubt, the Broker acknowledges that no commission shall be payable by the Developer in respect of any sale that is procured by a broker who is not employed by the Broker and/or registered and approved by Relevant Authority.
- (f) shall not instruct or employ a third party for carrying out any of the Services or obligations set out in this clause 3.
- (g) shall comply at all times with all relevant laws whether local, national or international and with all relevant regulations, codes of good conduct and any reasonable instructions of the Developer or any other relevant regulatory body or organization whether or not having force of law;
- (h) shall not deviate from its performance of the Services specified in this Agreement without the prior written consent of the Developer;
- (i) shall pay any and all costs and expenses incurred by it in relation to, or as a result of, or in the course of performing any of its obligations under this Agreement without any additional cost to the Developer unless the Broker receives the prior written consent of the Developer for the cost or expense;
- (j) shall disclose that it is acting as an agent of the Developer in all negotiations with a potential purchaser;



- (k) shall not have the right to bind the Developer to any agreement for the sale and purchase of the Property;
- (l) shall not make any representations or give any warranty or guarantee in respect of the Property without the prior written consent of the Developer;
- (m) shall not enter into any contract or incur any debt or other obligation on behalf of the Developer;
- (n) shall not accept any money on behalf of the Developer;
- (o) shall direct the purchaser to make any and all payments of whatsoever nature directly to the Developer in accordance with instructions given by the Developer;
- (p) acknowledges that any corrupt or dishonest practices by brokers are a crime and punishable by law and undertakes not to engage in any direct or indirect collusion for the account of any of the staff at the Developer or any of its Affiliates; and
- (q) shall bear its own costs and expenses in performing its obligations under this Agreement.

- 3.2. The Broker acknowledges and agrees that any Commission payable in terms of this Agreement will be inclusive of all taxes or other deductions levied by any Relevant Authority and the Broker acknowledges being solely responsible and liable to pay such taxes and other deductions.
- 3.3. The Broker agrees to indemnify and hold harmless the Developer from and against any and all liabilities, losses, damages, claims, suits and expenses, including legal expenses incurred by the Developer relating to or arising out of the Broker's misrepresentations, warranties, fraudulent acts, acts of negligence, omissions or willful misconduct relating to this Agreement.
- 3.4. The Broker agrees and acknowledges that the Developer retains the unrestricted right to engage other sales brokers.
- 3.5. Immediately upon receipt of an offer to purchase a Property from a Prospective Purchaser, the Broker shall check the availability of such Property with the Developer and the Sale Price. Upon confirmation, the Broker shall submit the CCF to the Developer as per Clause 5.3 setting out the Prospective Purchaser's contact details and details of the Property(s) in which the Prospective Purchaser has expressed interest, and arrange for the Prospective Purchaser to attend the Developer's office to formally register with the Developer, following which the Developer, so long as the Prospective Purchaser is not already registered with the Developer, shall acknowledge in writing both the Prospective Purchaser's contact details and details of the Property(s) ("Developer Confirmation"). For the avoidance of doubt, any Developer Confirmation shall not entail the reservation or blocking of any specific Property for the Prospective Purchaser. Such reservation shall only be effective upon the Prospective Purchaser providing the Developer with a signed original reservation documentation (SPA, including all relevant documentation required to be provided by the Prospective Purchaser as prescribed in the reservation documentation) and the Developer having received the Initial Installment in clear funds.
- 3.6. Provided that the formalities set out in clause 3.5 above have been satisfied, the Broker will assist the Prospective Purchaser in satisfying all of the Developer's formalities as outlined in the Services.
- 3.7. The Broker is not authorized to accept any monies nor to enter into any agreement with any Prospective Purchaser (including any reservation forms) on behalf of the Developer. For the



avoidance of doubt, the Broker shall not be entitled to collect the Sale Price (or portion thereof) or any monies from a Prospective Purchaser in its own name.

#### **4. OBLIGATIONS OF THE DEVELOPER**

##### **4.1. The Developer shall:**

- (a) act in good faith towards the Broker;
- (b) promptly notify the Broker of any changes to the sale terms (including but not limited to sales price) and thereafter provide to the Broker all amended information or documentation relating to the changes to the sale terms; and
- (c) inform the Broker as and when required with an updated inventory list of available properties.
- (d) inform the broker in a timely manner of any up and coming Sales Events that are to be launched.
- (e) provide details of future Sales Events in a timely manner prior to launch.

##### **4.2. The Developer reserves the unilateral and discretionary right to decline to sell Property to any purchaser presented by the Broker.**

#### **5. COMMISSION**

##### **5.1. In consideration of providing the Broker's Services, the Broker will be entitled to receive the Commission. The Commission shall be payable in United Arab Emirate Dirhams only.**

##### **5.2. The Broker acknowledges and irrevocably agrees that the Commission rates and method of calculation shall be determined by the Developer at the Developer's sole discretion. In addition, the Broker acknowledges and irrevocably agrees that the Developer is entitled to revise and amend the Commission rates and method of calculation from time to time during the Term at its sole discretion, upon written notice to the Broker. Any such written notice shall be deemed an amendment in writing to this Agreement and shall be made effective from the date of any such notice.**

##### **5.3. The Commission shall be paid to the Broker on the date (30) days after the later of the:**

- (a) formal execution by a purchaser and the Developer of a SPA coming into effect in accordance with its terms;
- (b) receipt of the postdated cheques equal to the full purchase price of the property excluding the Initial Installment, which is to be paid upon signing the SPA.
- (c) receipt by Developer of the cleared funds from the Initial Installment made by the purchaser to Developer in accordance with the SPA; and
- (d) completion by the Broker of the commission claim process set out in clause 6 of this Agreement.

##### **5.4. The Commission shall only be paid to the Broker if the Broker is in full compliance with the terms of this Agreement.**



## **6. COMMISSION CLAIM PROCESS**

- 6.1. The Parties agree that the sale of any of the Property and the claiming of any Commission shall be carried out as follows:
- (a) In the event that the Broker becomes aware of an approach from a potential purchaser with respect to the Property, it shall provide the Developer with a CCF via commercial email, fax, certified mail or hand delivery. Such CCF shall be filled in by the Broker with all required information provided by the potential purchaser and shall be signed (unless it is sent by commercial email).
  - (b) If it is established that a claim for commission is not valid then the Developer has the right to reject the claim. Any claim for commission that is rejected by the Developer is to be communicated to the Broker in writing.
  - (c) The Broker shall accompany each potential purchaser to the offices of the Developer and bring the completed CCF for the purpose of concluding the sales contract with the Developer and shall inform potential purchasers of the documentary requirements for concluding the SPA. The Developer may, in its sole discretion, choose to waive the requirements of this sub-clause if the Broker is not present in Dubai when the potential purchaser visits the Developer's offices.
- 6.2. In the event that Commission falls due, the Broker shall provide the Developer with the following information if it has not already been provided by the Broker to the Developer:
- (a) identifying information and documents of the purchaser of the Property including the purchaser's full name, nationality, passport number and a copy of the purchaser's identification card and/or passport (in the event that the purchaser is a corporate entity, the incorporation documents should be provided to the Developer);
  - (b) a completed CCF; and
  - (c) a copy of the Broker's current brokerage card or other evidence that the Broker is in compliance with clause 3.1(e).
- 6.3. The Developer retains a right of set-off with respect to any monies payable from the Broker to it which are outstanding as of the date of the payment of any Commission.
- 6.4. In the event that a purchaser pays the Initial Installment but does not sign a SPA, the Developer retains the right to recover from the Broker any Commission payments made for the Property.
- 6.5. The Broker shall have no right or claim for any Commission for subsequent purchases made by a repeat purchaser who directly approaches the Developer to purchase additional Property unless the Broker completes again in full the requirements of this clause 6.
- 6.6. The Developer shall not be obliged to pay any Commission (in whole or part) to any other party except the Broker.
- 6.7. Subject to the conditions of this clause 6, if the Broker organizes a meeting with a potential purchaser who in turn brings in commitments of additional purchasers as a pool of funds in his own name or the name of some other entity, the Broker will be eligible for payments of Commission, pursuant to this clause 6, on the aggregate amount of pooled funds provided that there is a full disclosure of the names and other relevant information of the additional purchasers,



6.8. The Broker acknowledges that the Developer has engaged the Services of the Broker on a non-exclusive basis and that the Broker shall not be entitled to the Commission in respect of any Prospective Purchaser, should the Developer or any other person be the cause of the sale of the Property, and also in cases where the Prospective Purchaser requests to cancel the reservation or SPA signed by them with the Developer without compliance of any further overdue instalment payments in accordance with the payment terms of the reservation or SPA, the Broker will not be eligible for any Commission.

6.9.

## 7. TERMINATION

7.1. this Agreement:

(a) may be terminated with immediate effect upon written notice of termination given by the Developer in the event that the Broker commits a material breach or default under this Agreement, which breach or default is incapable of remedy, or if capable of remedy is not remedied within seven (7) days after the Developer has given the Broker written notice thereof;

(b) will be considered automatically terminated immediately:

i. if the Broker becomes insolvent or becomes unable to pay its debts as they fall due or is adjudged bankrupt, insolvent or ceases to carry on business or has a receiver or administrator appointed for the seizure of the whole or any part of its assets; and

ii. if the Broker fails to hold (or furnish upon request) a suitable licence for the purpose of performing real estate brokerage in Dubai in accordance with any applicable laws or regulations.

iii. if the Broker or any of its representatives commits any abusive, unethical or inappropriate behaviour (including the provision of any misleading information or misrepresentation)

iv. in the event that any conflict of interest and/or potential conflict of interest as detailed in Clause 10.3 of this Agreement arises; or

(c) The Developer may terminate this Agreement immediately upon written notice without cause at any time and without any liability to the Broker during the course of the Term.

7.2. Unless agreed in writing to the contrary, promptly and in any event within seven (7) days of the date of termination of this Agreement, the Broker shall, at its own cost, return to the Developer all copies of any documentation and Intellectual Property supplied by the Developer to the Broker.

7.3. It is expressly agreed and acknowledged by both Parties hereto that the Broker shall not be entitled to any compensation of whatever nature, including, without limitation, any compensation in respect of lost or anticipated profits, upon the expiry or upon termination of this agreement by the Developer.

7.4. It is expressly agreed and acknowledged by the Broker that all documentation, sales records and other information relating to potential purchasers shall be treated as if they were the confidential information of the Developer and the Broker shall continue to be bound by this Agreement's



confidentiality requirements for a period of three (3) years from the date of expiry or termination of this Agreement.

- 7.5. The Parties agree that where termination is referred to in this Agreement no notice except the notice mentioned in the applicable clause or court order is required to terminate the agreement and it will terminate automatically.
- 7.6. The Broker expressly acknowledges and agrees that it consents to the Developer's entitlement to terminate this Agreement pursuant to this Clause 7, in accordance with the meaning of consent and mutual consent contemplated under Article 218, 267 and 892 of the UAE Civil Code. Further, the Broker agrees that the Developer shall be entitled to exercise such right without the need to obtain a court order in accordance with Article 271 of the UAE Civil Code.

## **8. ASSIGNMENT**

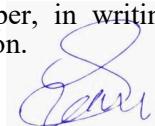
- 8.1. This Agreement shall be binding on and inure for the benefit of the successors in title of the Parties but shall not be assignable by the Broker without the prior written consent of the Developer.
- 8.2. The Developer may assign this Agreement and the Broker hereby consents to any such assignment and shall promptly sign any acknowledgment of assignment and do all acts and things as shall be necessary to perfect the assignment under the laws of Dubai and the United Arab Emirates.

## **9. INTELLECTUAL PROPERTY**

- 9.1. All documents and materials developed or prepared by the Broker in the performance of its Services pursuant to this Agreement and the copyright in relation thereto shall forthwith become the absolute property of the Developer and shall be used by the Broker solely in connection with the sale and marketing of the Property and shall not be used by the Broker for any other development in part or in whole during the Term of this Agreement or at any time afterwards.
- 9.2. The Broker shall obtain prior written consent from the Developer before using or permitting any person under its control to use any of the trademarks, logos, trade names or any other Intellectual Property rights owned or controlled by the Developer.

## **10. CONFIDENTIALITY**

- 10.1. The Broker shall use (and shall ensure that each of its respective Affiliates shall use) all reasonable endeavors to keep confidential (and to ensure that its respective officers, employees, agents and professional and other advisors keep confidential):
  - (a) any information of a confidential nature which relates to the Developer, or any subsidiaries of the Developer;
  - (b) the terms of this Agreement; and
  - (c) all financial data, business data, technical data, plans, designs or other information of a confidential nature belonging to or obtained from the Developer, potential purchaser or purchaser or any of its Affiliates.
- 10.2. The Broker shall immediately report to the Developer, in writing, any disclosure, whether purposeful or inadvertent, of any confidential information.



- 10.3. The Broker shall immediately declare in writing to the Developer any conflict of interest and/or potential conflict of interest relating to the Developer, the Development, the Unit(s), and/or the provision of any of the Services. In the event that any such conflict of interest and/or potential conflict of interest arises, the Developer shall be entitled to terminate this Agreement as detailed in clause 9.4 hereof.
- 10.4. The obligations of confidentiality under this clause 10 do not apply to:
- (a) the disclosure of information as required by any Relevant Authority or applicable laws; and
  - (b) information which comes within the public domain (other than as a result of a breach of this clause 10) and any information already in the possession of the Broker.
- 10.5. The Broker shall inform any officer, employee or agent or any professional or consultant advising it or to whom it provides confidential information, that such information is confidential and shall instruct them:
- (a) to keep the information confidential;
  - (b) not to disclose the information to any third-party; and
  - (c) to immediately report to the Developer any disclosure, whether purposeful or inadvertent, of any confidential information.

## **11. NOTICES**

- 11.1. Any notice to be given or correspondence to be sent to either Party shall be in writing in the English language and shall be served by delivering it personally or sending it by courier or by email to the address of the concerned Party as set out in clause 11.2 or to such other address and email address as may hereafter be notified by the Parties. Any such notice shall be deemed to have been received:
- (a) if delivered personally, at the time of delivery;
  - (b) if delivered by courier, on the date of delivery as evidenced by the records of the courier; and
  - (c) if sent by email, 24 hours after the time recorded as sent time, unless notification of non-delivery was received within those 24 hours.
- 11.2. Notices shall be delivered as follows:
- (a) Any notice given under this Agreement shall be in writing and shall be served by delivering it personally or sending it by courier to the address set out in this Agreement. Any such notice shall be deemed to have been received:
  - (b) if delivered personally, at the time of delivery;
  - (c) in the case of courier, on the date of delivery as evidenced by the records of the courier; and



(d) in the case of courier, on the date of delivery as evidenced by the records of the courier;  
and

(e) in the case of facsimile transmission, upon dispatch to the specified number as evidenced  
by a transmission report.

(f) If to the Developer, at:

Nakheel Sales Center

King Salman Bin Abdul Aziz Al Saud Street (previously Al Sufouh Road)

Dubai, United Arab Emirates

Attn. Mohammed Al Mansoori

Senior Director – Agents Relation

Email: Mohammed.Mansoori@nakheel.com.

(g) If to the Broker, at:

Address:

Business Bay, Prime Tower, Dubai AE, 79998

United Arab Emirates

Attn.: LUX REALTY L.L.C

Email: info@luxrealty.ae

Mobile: 971+971503879245

## 12. GENERAL PROVISIONS

- 12.1. The Developer and the Broker each acknowledge that they have entered into this Agreement in reliance only upon the representations, warranties and promises specifically contained or incorporated in this Agreement and, save as expressly set out in this Agreement, neither shall have any liability in respect of any other representation, warranty or promise made prior to the date of this Agreement unless it was made fraudulently.
- 12.2. This Agreement together with any schedules referred to in this Agreement constitutes the entire agreement and understanding between the Parties in respect of the subject matter of this Agreement and supersedes any other agreements both oral and written between the Developer and the Broker.
- 12.3. In the event of a conflict between this Agreement and any schedules to this Agreement, this Agreement shall prevail and apply.
- 12.4. No purported variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the Parties.



- 12.5. This Agreement does not create any partnership or joint venture between the Parties.
- 12.6. To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement, it shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

### 13. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and shall be construed in accordance with the laws of the Emirate of Dubai and the federal laws of the United Arab Emirates, as may be applicable. The Parties hereby agree to submit to the exclusive jurisdiction of Dubai Courts (excluding the DIFC Court of First Instance and the DIFC Court of Appeal as established under Article 3 of Dubai Law No. 12 of 2004 and pursuant to Dubai Law No. 9 of 2004 “**DIFC Courts**”) to settle any dispute arising from or connected with this Agreement, including without limitation, non-contractual disputes and disputes regarding the existence, validity or termination of this Agreement or the consequences of its nullity.

### 14. VAT

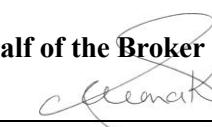
All amounts stated in this Agreement are inclusive of any value added tax (“VAT”), sales tax or equivalent tax. To the extent that the VAT at standard rate as prescribed in the VAT laws and regulations (“**VAT Amount**”) is applicable at the time that the amount payable is chargeable, it shall be added to the amounts payable, provided that the Broker (i) promptly meets all applicable official regulatory requirements with respect to registering for VAT; (ii) promptly provides the Developer with such information and assistance as is reasonably required in order for the Developer to comply with its obligations with respect to such tax; and (iii) submits a VAT compliant invoice. If other taxes become applicable to any amounts payable, as a result of a change in legislation applicable in Dubai, this shall be added to the amounts payable at the applicable rates. The Broker shall indemnify and hold harmless the Developer, and the Developer’s personnel against any and all claims, damages, losses and expenses (including legal fees and expenses) arising from any failure by the Broker to comply with any laws relating to VAT.

#### For and on behalf of the Developer

Signature: \_\_\_\_\_

Name:      **Authorized Signatory**

#### For and on behalf of the Broker

Signature:  \_\_\_\_\_

Name:      Sana Khan

Designation:      CEO

## **SCHEDULE 1**

### **SERVICES**

Sales services relating to the Development, which shall include but not be limited to:

- notifying the Developer promptly of any Prospective Purchasers, taking offers and assisting the Developer to develop lines of communication with the Prospective Purchasers.
- promoting the sale of the Units and introduction and procurement of Prospective Purchasers to purchase the Property.
- assist the prospective purchasers in satisfying all the developer's formalities including signing all of the necessary documentation required for the purchase of a Property.
- maintaining accurate sales lists.
- Prospective Purchaser and Developer support management; and
- client documentation; regulatory process(s) update and administration thereof.



**SCHEDULE 2**  
**COMMISSION RATES**  
**(TO BE GIVEN SEPARATELY)**

**SCHEDULE 3**  
**COMMISSION CLAIM FORM (CCF)**

Broker's Company Name : LUX REALTY L.L.C

Agent's Name (Individual) :

Date : \_\_\_\_/\_\_\_\_/\_\_\_\_

**Customer Details**

Name : LUX REALTY L.L.C

E-mail address : info@luxrealty.ae

Address : Business Bay, Prime Tower, Dubai,AE, 77798

Telephone : \_\_\_\_\_

Mobile : 971 +971503879245

**Property Details**

Project : \_\_\_\_\_

Phase / Building : \_\_\_\_\_

Unit No : \_\_\_\_\_

Selling Price : \_\_\_\_\_

Commission Payable : \_\_\_\_\_ %

Total Amount : \_\_\_\_\_

Amount in Words : \_\_\_\_\_

The following required documents are attached:

- Copy of the signed SPA
- Copy of receipt for the first instalment
- Copy of the receipt for the Postdated cheques for the remaining instalments

Signed

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[Name & Date]

Company Stamp