

REAL ESTATE BROKER AGREEMENT

The Commencement Date of this Agreement is 18-Aug-2025.

BETWEEN:

Empire Real Estate Developments LLC, a limited liability company holding Dubai Trade License **#1271154** and RERA developer number **1794** and having an address of Suite 208 Building 4 Emaar Business Park Dubai, UAE **(the Developer or the First Party)**

AND:

LUX REALTY LIMITED A Company registered in according to the Trade Licence Number. 14815338 **(Hereinafter referred to as the "Broker" or the "Second Party")** represented by in the capacity of Sana Khan a national Passport No. Emirates ID Email: info@luxrealty.co.uk

following further details of the company:

Type of Company	agency
Trade License Place of Issue	Company House UK
Address	UK Office: 5-7 High Street London United Kingdom. E 13 0AD
P.O. Box	E 13 0AD
Tel:	+(44)7500896792
Email:	info@luxrealty.co.uk

(Hereinafter each referred to as a "Party" and collectively as "Parties")

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree to constitute themselves for the purposes before mentioned, intending to be legally bound and hereby do covenant, agree and certify preamble as follows:

PREAMBLE:

Whereas, the Developer specializes in the development of residential real estate projects within Dubai. Whereas, the Broker holds valid authorization and licensing from competent authorities, allowing them to function as a Real Estate Broker and provide comprehensive Brokerage Services.

Whereas, the Developer seeks to formally appoint (Non Exclusively) the Broker for the purpose of selling Units within the Developer's Projects, under the terms and conditions outlined in this Agreement.

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1. PURPOSE:

The Developer and The Broker, collectively referred to as the "Parties," enter into this agreement with the following intentions:

- 1.1. The Developer hereby appoints the Broker for the sale of Units within the Developer's Projects.
- 1.2. To establish a framework for collaboration between the Developer, specializing in the development of residential real estate projects in Dubai, and the Broker, duly authorized and licensed to operate as a Real Estate Broker, providing Brokerage Services.
- 1.3. To formalize the Developer's desire to appoint the Broker for the purpose of selling Units within the Developer's Projects, with all terms and conditions outlined in this Agreement governing the said appointment.
- 1.4. To provide clarity on the interpretation of certain terms and conditions within the Agreement, ensuring a shared understanding between the Parties.
- 1.5. To define the roles, responsibilities, and expectations of both the Developer and the Broker, fostering a cooperative and mutually beneficial business relationship.
- 1.6. To establish a comprehensive understanding of the nature of the collaboration, including the treatment of particulars, schedules, references to agreements, and the determination of dates and periods.

2. COMMENCEMENT AND TERMS:

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2.1. This Agreement commences on the Commencement Date and shall continue in full force and effect for the Term unless or until terminated in accordance with clause 9.

2.2. The Term may be extended by written agreement of the Parties.

3. SERVICES AND OBLIGATIONS:

3.1. The Brokerage Services include but are not limited to:

1. Marketing and promoting the Projects and the Units at the sole expense of the Broker.
2. The Broker shall conduct property viewings and provide information to potential buyers.
3. The Broker shall Identifying prospects use best efforts to secure qualified buyers and introduce them to the Developer
4. Assisting the Developer as required to obtain any necessary due diligence information relating to a Prospect to enable Developer to assess the suitability of the Prospect.
5. To the extent requested by the Developer, facilitating, assisting, and supporting the Developer in finalizing the Sale of the Units by providing the Sale Documents to Prospects, collecting identification and other documents from Prospects, and delivery to the Developer of the Sale Documents executed by Purchasers.

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6. Following up on the collections of any amounts due under the Sale Documents from Purchasers and
 7. Providing routine reports on the progress of marketing, promotions and sales as may be required by the Developer from time to time.
- 3.2. Introductions made by the Broker to the Developer must be documented in writing. The Broker must provide the Developer with Prospects' contact details in accordance with the Developer's procedures and using the Developer's required forms. For the avoidance of doubt, the Introduction Date is the date that the Broker provides these contact details to the Developer.
- 3.3. The Broker must ensure that Prospects consent to their contact details being provided to the Developer and to being contacted by the Developer.
- 3.4. The Broker must keep and maintain a complete record of Prospects and the Introduction Dates. The Broker must produce this record to the Developer upon request.
- 3.5. The Broker is not authorized to:
1. Represent that it is acting on behalf of the Developer in any capacity other than as a broker.
 2. Make representations in the name of or on behalf of the Developer.
 3. Alter any Purchase Price.
 4. Receive any money from any Prospects in the name of or on behalf of the Developer.

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5. Modify any of the terms and conditions of the Developer's Sale Documents
and
 6. Accept offers or conclude contracts for the Sale of Units.
 7. Start Marketing the property without written consent or NOC from the
developer either online or to their existing Data base of clients.
 8. Use any such marketing materials which are not supplied by the
Developer.
 9. Unless or until it is approved by the Developer in writing.
- 3.6. It is agreed that the relationship between the Parties is and will remain at all
times that of independent contractors. Nothing in this Agreement will be
deemed to create any form of partnership, employment relationship, joint
venture agreement, or any other kind of relationship between the Developer and
the Broker.
- 3.7. The Broker must not use the Developer's name or logo or any other intellectual
property rights of the Developer without the prior written consent of the
Developer.
- 3.8. The Broker will not Market the Units below the prescribed prices provided to
them by the Developer from time to time.

4. WARRANTIES:

- 4.1. The Broker irrevocably declares and warrants that:

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1. It is authorized and licensed to act as a Real Estate Broker and is in good standing with all applicable governmental, regulatory, licensing and professional authorities with respect to trading in Dubai and offering and carrying out the Brokerage Services, and that it will notify the Developer immediately of any revocations, suspensions or any other matters affecting the same.
2. None of its employees or shareholders are related to any employees of the Developer or any employees of the Developer's related companies, other than those which have been disclosed to the Developer and undertakes to inform the Developer in writing immediately if this position changes.
3. It will not offer any type of inducement (monetary or non-monetary) or share any part of its Commission with any employee of the Developer.
4. It will inform the Developer within seven (7) days if there is a change to any of the it's contact details, name, bank details, authorized signatories, or any change in the its legal status
5. It will obtain the contact information of any and all Prospects in a lawful manner.
6. It will not be entitled to nor will it claim any other remuneration or reimbursement of costs or expenses, if any, incurred by it in providing the Brokerage Services other than Commission payable in accordance with the terms of this Agreement.

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7. It will perform its obligations hereunder in good faith.
8. It will observe and comply with all applicable laws and regulations and with the guidance and directives issued by the Developer from time to time and
9. It will provide the Brokerage Services with professionalism and to the standards required by its licensing body and by the Developer

5. COMMISSION:

5.1. Commission payment Structure:

1. 5% Base commission will be paid by the developer for any successful deal closed with any of Empire Development Projects;
2. The Company shall notify the broker of the aforementioned change to commission rate via email admin@empiredevelopment.ae and the parties each hereby irrevocably agree that proof of sending such email from the company shall be sufficient to establish the commission payable for a proposed engagement. For the month, pursuant to this agreement at all times.
3. The Broker waives any requirement for it to sign or acknowledge any notification of the commission payment, or change thereto, as envisaged herein.

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4. Payment will be initiated upon receipt of 20% from the sale of the property.
5. Down payment has been received along with all Post Dated Cheques (PDCs) for the remaining payment plan.
6. Submission of signed Sales and Purchase Agreement (SPA) and Reservation Form.
7. Submission of the complete and valid documents of the buyer, including passport copies, valid visa, Emirates ID, Power of Attorney (if applicable), and contact details.
8. Issuance of a Tax Invoice for the commission.
9. Commission will be released when the full Down Payment, DLD Fees and Admin Fees received at the developer Bank Accounts. Once the aforementioned documents are provided to the developer, the agent can generate a Tax Invoice with a TRN (Tax Registration Number), sign, and stamp all the mentioned documents. The finalized documents in PDF format should be forwarded to admin@empiredevelopment.ae Upon receipt of the aforementioned documents along With the Tax Invoice, the commission will be processed, and payment is expected within a 15 working day

- 5.2. For the purpose of this Agreement, a Sale is deemed to have been concluded when the Sale Documents have been executed by all required parties.

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- 5.3. The Developer will have no obligation to pay Commission where, as at the Introduction Date, the Prospect was already an existing client or customer of the Developer or had been previously introduced to the Developer by any other person
- 5.4. If for any reason, the Sale or the transfer of the Unit to the Purchaser is cancelled, terminated, not registered or not completed for any other reason, and the Developer refunds the Purchase Price to the Purchaser, no Commission will be payable to the Broker and the Broker agrees to refund any Commission already paid.
- 5.5. The Developer will not reimburse the Broker for any out-of-pocket expenses incurred in the delivery of the Brokerage Services.

6. COMMISSION CLAIMS:

- 6.1. The Broker acknowledges and agrees that the Developer may in its discretion modify the Commission Structure at any time without the prior approval of or notice to the Broker. It is the responsibility of the Broker to keep itself informed of the Commission Payment Structure outlined in clause 5.1 which may be in place from time to time using the communication channels provided by the Developer
- 6.2. The Broker agrees to be bound at all times by the Developer's prevailing Commission payment Structure. It is the responsibility of the Broker to ensure

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that the Developer has its current email address, and to update the Developer whenever there is any change to the same. The Developer is not responsible for any failure to communicate modifications to the Commission payment Structure to the Broker due to the Broker's failure to ensure that the Developer has its current email address.

- 6.3. The Broker acknowledges and agrees that in cases where the Broker has negotiated, and the Developer has approved a discount on the Purchase Price of a Unit offered to a Prospect which exceeds the Developers' internal pricing structure, the Developer has the discretion to reduce the Commission payable to the Broker to the Base Commission. All such cases will be dealt with on a case by-case basis, and the Developer agrees to advise the Broker in advance if a proposed discount exceeds the Developer's internal pricing structure.
- 6.4. The Broker agrees that all claims for payment of Commission will be submitted to the Developer in accordance with the process set out in the Commission Payment Structure clause 5.1 and using the sales commission claim form provided to the Broker by the Developer, which may be updated by the Developer from time to time.

7. ASSIGNMENT:

- 7.1. The Broker may not assign, transfer, or delegate this Agreement or part or all of its rights or obligations under this Agreement to any other person.

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8. INDEMNIFICATION & LIABILITY:

- 8.1. Neither the Developer nor any of its Affiliates will be liable to the Broker or to any third party for any act or omission of the Developer, or of any of their respective directors, officers, employees, Brokers, or representatives, arising from this Agreement.
- 8.2. The Broker will indemnify and hold harmless the Developer, its Affiliates, officers, employees and representatives from and against any and all claims, damages, losses, judgments, demands and defense costs in connection with any negligent act or omission by the Broker arising from this Agreement or from the breach of this Agreement by the Broker.

9. TERMINATION:

- 9.1. Either Party may terminate this Agreement for convenience upon seven (7) days written notice.
- 9.2. Where this Agreement has been terminated by the Developer in accordance with clause 11, the Commission will be payable to the Broker if all the conditions of clause 5 are met.
- 9.3. Where this Agreement has been terminated by the Broker, no Commission will be payable.
- 9.4. The Developer may terminate this Agreement for material breach with written notice to the Broker, with immediate effect, and the Developer has no obligation

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to pay any Commission.

9.5. If the Broker or its employees, officers, directors, Brokers, representatives or any other person acting for or on behalf of the Broker, in carrying out the Brokerage Services or any other actions related to the Brokerage Services engages in activities in violation of any local or international law relating to bribery, corruption, money laundering, or terrorist financing, or any activities constituting fraud or a bribe, kickback or illegal or improper payment, the Developer may terminate this Agreement with written notice to the Broker, with immediate effect, and the Developer has no obligation to pay any Commission.

9.6. In case of termination, both Parties will work in the best interest of Prospects and Purchasers to ensure seamless transition.

10. ASSIGNMENT:

Each Party must hold in confidence and must not, except with the written consent of the other Party (such consent not to be unreasonably withheld) or if required by law, divulge to any third party (other than to banks and professional advisors), any Confidential Information or use such Confidential Information other than for the purposes anticipated by this Agreement. The provisions of this clause will remain in full force and effect notwithstanding the termination of this Agreement. These obligations will continue in full force and effect for a period of ten (10) years from the date of expiry or termination of this Agreement.

11. FORCE MAJEURE EVENT:

Neither Party will have any liability for any failure or delay in performance of this Agreement, to the extent the same results from a Force Majeure Event. The Party affected by a Force Majeure Event must promptly notify the other party in writing when the Force Majeure Event causes a delay or failure in performance and when it ceases to do so. If a Force Majeure Event continues for a continuous period of more

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than six (6) months, the Party not affected may terminate this Agreement by written notice to the other Party.

12. ASSIGNMENT:

12.1. Notices under this Agreement must be in writing and sent to the persons and addresses set out below. They may be given and will be deemed received by hand on delivery or by email on the date sent.

For Developer		For Broker	
Office Address	Suite No 208, 2nd Floor, Emaar Business Park, Building No 4, Dubai, UAE.	Office Address	UK Office: 5-7 High Street London United Kingdom. E 13 0AD
Mailing Address	Suite No 208, 2nd Floor, Emaar Business Park, Building No 4, Dubai, UAE.	Mailing Address	UK Office: 5-7 High Street London United Kingdom. E 13 0AD
Telephone Number	(+971)552896500	Telephone Number	+(44)7500896792
Attention	_____	Attention	Sana Khan
Email	info@empiredevelopment.ae	Email	info@luxrealty.co.uk
Tel:	(+971)552896500	Tel:	+(44)7500896792

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12.2. This Agreement is the entire agreement between the Parties in relation to its subject. No other terms apply.

12.3. This Agreement will bind and benefit each Party's successors and personal representatives.

12.4. No delay, act or omission by either Party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

12.5. This Agreement has been executed in English only. In case of any difference in meaning between the English version of this Agreement and any translation, the English text shall prevail to the fullest extent permitted under the Applicable Law.

12.6. This Agreement is not enforceable by any third party.

12.7. A provision of or a right under this Agreement may not be waived except in writing signed by whoever is to be bound.

12.8. Variations to this Agreement will have effect only when agreed in writing.

12.9. The unenforceability of any part of this Agreement will not affect the enforceability of any other part.

12.10. The Parties are independent businesses or individuals and not principal and Broker, partners, or employer and employee and no Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

12.11. The Parties will do all further acts and execute all further documents necessary to give effect to this Agreement.

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12.12. The date of termination of this Agreement does not affect the enforceability or validity of those clauses in this Agreement intended to survive termination.


13. SIGNATURES:

13.1. This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

13.2. Each Party to this Agreement represents and warrants that the execution, delivery and performance of this Agreement and the consummation of the transactions provided in this Agreement have been duly authorized by all necessary action of the respective entity and that the person executing this Agreement on its behalf has the full capacity to bind that entity.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized signatories of the Parties and is intended to be and is hereby delivered on the date above written.

FIRST PARTY The Developer	SECOND PARTY/Broker
Empire Real Estate Developments LLC	LUX REALTY LIMITED
Signature: _____	Signature: _____
Date: _____	Date: _____
Company Stamp: _____	Company Stamp: _____



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