



## DANUBE PROPERTIES DEVELOPMENT LLC AGENCY AGREEMENT (2 copies)

**THIS AGENCY AGREEMENT**(the "Agreement") is by and between:

**DANUBE PROPERTIES DEVELOPMENT L.L.C.**, a limited liability company incorporated and registered in the Emirate of Dubai, United Arab Emirates, having an address at P.O. Box 113806, Dubai, United Arab Emirates, represented by V.P Operations (E-Mail: [brokers.support@danuberopeties.ae](mailto:brokers.support@danuberopeties.ae)) ("Danube Properties").

VAT registration # 100212663700003

**Lux Realty limited**, a company incorporated and registered in United Kingdom, whose registered office is at 57 Hallsville Rd, London E16 1EE, UK, ORN # 14815338, P.O. Box No.   Email: [info@luxrealty.co.uk](mailto:info@luxrealty.co.uk), represented for the purposes of this Agreement by (the "Agent") Sana Khan

VAT registration # N/A

### 1. APPOINTMENT

1.1 DANUBE PROPERTIES hereby appoints the Agent, as its non-exclusive agent, to promote, identify and close transactions pertaining to the sale of properties offered by Danube Properties ('Property") and subject to the terms and conditions set forth of this Agreement and Danube Properties' policies applicable to the Agent which may be amended from time to time at Danube Properties' sole discretion without notice ('**Danube Properties' Policies**'). The Agent hereby accepts the appointment on these terms and conditions. For the purposes of this Agreement.

### 2. AGENT'S OBLIGATIONS

The Agent undertakes and agrees with Danube Properties at all times for a twelve (12) month period (the "Term"):

2.1 To comply with this Agreement and all instructions or directions (whether written or oral) of Danube Properties concerning the marketing, sale, and lease of the Properties at all times.

2.2 At all times, to not misrepresent itself as being anything but an independent sales agent associated with Danube Properties, and not incur any liabilities on behalf of Danube Properties.

2.3 To be responsible for obtaining any licenses, registrations, permits or approvals necessary or advisable for the promotion and sale of the Properties.

2.4 The Agent (including its officers, employees) shall perform services required hereunder in such a manner as Agent deems appropriate and effective, without direct supervision by Danube Properties as an independent Agent and not as an employee of Danube Properties.

### 3. AGENT'S DUTIES

3.1 Agent shall use its best efforts to solicit Customer(s) for real estate offered by Danube Properties and provide ongoing customer service for such Customers as Danube Properties may reasonably request from time to time, including without limitation, providing information to Customers and following up on payments on behalf of Danube Properties.

3.2 Agent shall deliver purchase contracts at such times and in such manner as set out by Danube Properties policies and procedures which may be amended or changed from time to time as is reasonably necessary for the efficient conduct of business.

3.3 Agent agrees not to misrepresent any of Danube Properties real estate programs or contracts.

3.4 Agent shall ensure that its performance under the Agreement is conducted in accordance with all applicable laws.

3.5 The Agent would not release any advertisement or conduct any publicity campaign without taking a prior written consent of Danube Properties.

3.6 All payments by persons who have bought or intend to buy the Property/Properties ("Customer(s)") shall be paid directly to Danube Properties specific escrow account or other account as mentioned by Danube Properties. Danube Properties reserves the right to recover any commission previously paid due to non-compliance and/or breach of this Agreement or of Danube Properties' Policies.

Head Office, Sheikh Zayed Road, P.O Box 113806, Dubai United Arab Emirates

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## **4. COMMISSION AND PAYMENTS**

4.1 The commission rate, method of calculation, payment terms, and other conditions shall be subject to Danube Properties' Policies. From time to time Danube Properties may issue a different commission rate for special events/projects which will govern sales of those Properties.

4.2 Any dispute relating to the amount of commission payable to the Agent shall be referred to Danube Properties' internal auditors for final and binding settlement.

4.3 Should VAT apply on the commissions, payment of the VAT portion of the commission shall be made within thirty (30) days of receiving and accepting an eligible VAT invoice.

4.4 Failing to strictly observe to the Agreement shall extinguish the Agent's right to claim commissions on any related transaction.

## **5. ADVERTISING AND PROMOTION**

5.1 The Agent shall be responsible for its own advertising and promotion of the Properties. Agent may not use any intellectual property and/or rights (including, but not limited to, copyrights and related rights, logos, trademarks, trade names, etc.) ("Intellectual Property") without the prior written approval of Danube Properties.

5.2 The Agent must observe all directions and instructions given to it by Danube Properties in relation to the promotion and advertisement of the Properties and shall not make any written statement or warranty relating to the Properties without the prior written approval of Danube Properties.

## **6. DURATION AND TERMINATION**

6.1 This Agreement shall commence on and from the date of the latest signature on this Agreement and shall be valid for the Term. This Agreement shall be automatically renewed for similar Terms, unless it is earlier terminated in accordance with clauses 6.2 and 6.3.

6.2 Danube Properties may give notice in writing to the Agent terminating this Agreement with immediate effect without the need for any further notice, legal proceedings or court order if:

- (a) the Agent commits a breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied by the Agent within ten (10) calendar days of notice being given by Danube Properties requiring it to be remedied; or
- (b) the Agent declares bankruptcy, enters proceedings to wind-up, ceases or threatens to cease to carry on its business.

6.3 Danube Properties may at any time terminate this Agreement for its convenience on giving the Agent fifteen (15) calendar days written notice, without need for legal proceedings or court order and without any liability or compensation to be due to the Agent as a result thereof.

## **7. EFFECTS OF TERMINATION**

7.1 Termination of this Agreement, however caused, shall be without prejudice to any rights or liabilities accrued at the date of termination.

7.2 On termination of this Agreement for any reason:

- (a) the Agent shall have no right to be indemnified and shall have no right to any compensation on termination of this Agreement;
- (b) the Agent shall cease to promote, market, advertise or sell the Properties;
- (c) the Agent shall immediately cease to describe itself as an agent of Danube Properties. All approvals pertaining to use of Intellectual Property shall be deemed to be withdrawn and as such the Agent shall cease the use of the same.

## **8. CONFIDENTIALITY**

8.1 The Agent agrees that it shall at all times (during and after the termination of this Agreement) keep confidential, and shall not use (other than strictly for the purposes of this Agreement) and shall not, without the prior written consent of Danube Properties, disclose to any third party any information communicated to the Agent identified as confidential including this Agreement, Danube properties' Policies, any communication from Danube Properties, or any other information not meant to be distributed to the public. This clause 8 shall survive the expiration or termination of this Agreement.

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## **9. ASSIGNMENT**

9.1 The Agent shall not without the prior written consent of Danube Properties assign its rights or obligations without prior approval of Danube Properties. Danube Properties may, at any time, assign, all or any of its rights or obligations.

## **10. INDEMNITY**

10.1 Danube Properties shall have no liability for any acts or defaults of the Agent in connection with this Agreement or in connection with any defects or delays in handover of the purchased Properties. The Agent shall indemnify and hold harmless Danube Properties its directors, shareholders, consultants, servants, agents, employees (together the "Indemnified Persons"), the Customers, and/or third parties against any and all losses, liabilities, costs, claims, actions or demands arising out of or in connection with this Agreement. This clause 10 shall survive the expiration or termination of this Agreement.

## **11. RELATIONSHIP**

11.1 Nothing contained herein shall imply any partnership or joint venture between the parties. Neither party shall have the power to obligate or bind the other or to make any representation on its behalf.

## **12. NOTICES**

12.1 Notices shall be in writing delivered personally or sent by pre-paid first-class commercial courier service or registered mail, to the addresses set out at the top of this Agreement (or to such other address as specified by giving fifteen (15) days' notice).

12.2 Notices shall be deemed to have been duly received if: 1) delivered personally; or 2) delivered by commercial courier or registered mail seven (7) days from the date of sending.

## **13. COUNTERPARTS**

This Agreement is executed in two (2) copies, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

## **14. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the federal laws of the United Arab Emirates as applicable in Dubai. Dubai Courts (excluding DIFC Courts) shall have exclusive jurisdiction to settle any dispute or claim related to this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement by persons duly authorized as of the date and year below written.

For and on behalf of **Danube Properties Development LLC**

Name: Mr. Syed Husain

For and on behalf of

Position: General Manager

Name: Sana Khan

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

Position: Director/Owner \_\_\_\_\_

Date: 24-07-2024 02:19:08 pm

Signature: Sana Khan \_\_\_\_\_

Date: 24-07-2024 02:19:08 pm



*Sana Khan*

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**Agent's Commission Slab Addendum**

The applicable commission rate is set at 5%.

**Disclaimer**

1	<p>A. The Addendum commission slab shall be only applicable from 11<sup>th</sup> of August 2020 on any sold units on/after the mentioned date. Any sold units before the mentioned date shall be applied based on the previous commission slab approved.</p> <p>B. The commission slab above will only be applicable for the period of 30 calendar days starting from 1st day of the month until end of the same month. ("Validity Period")</p> <p>C. If a Project is launched during the validity period, then the commission slab will be applicable from the date of the launch to end of the immediate subsequent calendar month.</p> <p>D. The Agent acknowledge and agrees that if the formalities required as per the point number "2" are not fulfilled within 90 days' time frame from the date of the Sale. Danube Properties shall have the sole right to accept or reject the invoice of the sold unit commission.</p>												
2	<p>The Sold Unit and Commission amount, entitlement to and payment of commission must be stated in the Broker Invoice and must comply with the terms of the Agent Agreement (the completion of a sale) shall be as identified as follow:</p> <p><b>Purchaser required documents and payments</b></p> <p>A- 1st installment to be cleared.</p> <p>B- Land Department registration charges (4% + AED 1092).</p> <p>C- For <b>Resident Purchaser</b> Postdated Cheques for all the due instalments of the property value</p> <p>D- For <b>Non-Resident</b> Original/Soft copy of the Credit/Debit card Authorization letter &amp; copy of the Credit/Debit card front &amp; back side or an approved standing instruction from the customer's bank.</p> <p>E- Signed RF/SPA by the Purchaser</p> <p><b>The "Agent" required Documents</b></p> <p>A- Valid Agent's Trade license.</p> <p>B- Valid Agent's RERA Certificate (if applicable).</p> <p>C- Valid Manager's Passport Page.</p> <p>D- Valid Broker ID (if applicable).</p> <p>E- Power of Attorney in case the Manager name is not mentioned in the Trade license</p> <p>F- Signed and Stamped (if applicable) Broker's Agreement by the Authorized Signatory</p> <p>All the Agent required documents should be provided before or at the time of submitting the Signed Broker Agreement and Invoice will not be accepted in case of not receiving one of the requirements</p> <p>The Agent hereby authorizes the Developer to remit the commission payable under this Agreement by an "Account Payee" cheque or by remittance to the bank account of the Agent as under:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">IBAN:</td> <td style="padding: 2px;">GB43 REVO 0099 6962 4989 08</td> </tr> <tr> <td style="padding: 2px;">Bank Name:</td> <td style="padding: 2px;">Revolt</td> </tr> <tr> <td style="padding: 2px;">A/C Holder's Name</td> <td style="padding: 2px;">LUX REALTY LIMITED</td> </tr> <tr> <td style="padding: 2px;">Branch Address:</td> <td style="padding: 2px;">57 Hallsville Rd, London E16 1EE, UK</td> </tr> <tr> <td style="padding: 2px;">Account Currency:</td> <td style="padding: 2px;">EUR</td> </tr> <tr> <td style="padding: 2px;">SWIFT/Sort code:</td> <td style="padding: 2px;">REVOGB21</td> </tr> </table>	IBAN:	GB43 REVO 0099 6962 4989 08	Bank Name:	Revolt	A/C Holder's Name	LUX REALTY LIMITED	Branch Address:	57 Hallsville Rd, London E16 1EE, UK	Account Currency:	EUR	SWIFT/Sort code:	REVOGB21
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3	<p>The Commission Slab Addendum shall be Null and Void without Danube Properties Authorized Signatory &amp; Stamp</p>												



<p><u>4</u></p>	<p>A. Commission Slab shall be structured as the following source of sales:</p> <ul style="list-style-type: none"> <li>* Dubai Head Office (Business Development Department)</li> <li>* Any other Branch offices:</li> <li>* Road Shows:</li> </ul> <p>The “Agent” shall provide separate invoice as per the source of sale and the “Agent” acknowledge and agrees that the invoice shall not combine different source of sales.</p> <p>B. Full commission will be paid to the Agent within (30) working days</p> <p>C. The Commission release period shall start after completing all the formalities required as per the point number 2.</p>
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*Sana Khan*

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