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BROKERAGE AGREEMENT



EMPIRE

REAL ESTATE BROKER AGREEMENT

The Commencement Date of this Agreement is _____.

BETWEEN:

EMPIRE Development, a limited liability company holding Dubai Trade License #731000 and RERA developer number 1197 and having an address of Retail Shop #1, Empire Residence, Jumeriah Village Circle, P.O. Box 125131, Dubai, United Arab Emirates (the Developer)

AND:

Name of Company	
Trade License Place of Issue	
Trade License Number	
Broker License Number	
Broker Office Address	
P.O. Box	

Each of whom is a Party and collectively, the Parties.

BACKGROUND

- (A) The Developer develops residential real estate projects in Dubai.
- (B) The Broker is duly authorized and licensed by the competent authorities to operate as a Real Estate Broker and to carry out Brokerage Services.
- (C) The Developer wishes to appoint the Broker to sell Units in the Developer's Projects on the terms and conditions of this Agreement

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

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

Affiliate	Means entity which directly or indirectly ,through one or more intermediaries, Controls, is controlled by, or is under common controlwith such entity;
Agreement	Means this real-estate broker agreement;
Applicable Law	Means all laws, regulations, orders, decrees, or other instruments enacted by the government of the UAE, the Emirate of Dubai, or any other emirate of the UAE by any other relevant government authority, and as amended from time to time;
Base Commission	Means the minimum Commission rate set out in clause 8;
Brokerage Services	Means the services described in clause 5.1;
Commencement Date	Means the date above written;
Commission	Means the monies payable to the Broker upon the Sale of a Unit at the rate(s) set out in clause 8;
Commission Structure	Means the Commission rates and claims process described in clause 8.3;
Confidential Information	<p>All information of a confidential nature (in whatever form) which is disclose by either Party or to the other (including by and to officers, directors, employees, consultants, Brokers, or professional advisers of either Party and includes:</p> <ul style="list-style-type: none"> • Know-how, trade secrets, financial, commercial, technical, tactical or strategic information of any kind; • All information agreed to be, or marked as, confidential; • Any information the recipient knows, or could reasonably be expected to know, is confidential • The terms and existence of this Agreement and any of the negotiations and discussions that preceded in its making; and • All information produced or developed in the performance of this Agreement;

Force Majeure Event

Means any of the following acts, causes, circumstances or events beyond the reasonable control of the Party concerned or seeking to rely on the same:

Delay arising from any civil emergency, natural disaster including flooding, epidemic, pandemic, or other health emergency, enemy action, war, or civil commotion;

- Acts of God;
 - Acts of government; and Acts of terrorism,
- Provided that no Party may rely on any of the above if and to the extent that that Party has caused or contributed to the act or circumstance which constitutes that event;

Introduction Date

Means the date that the Prospect is introduced by the Broker to the Developer in accordance with clause 5.2;

Project

Means any real estate development project developed by the Developer;

Prospects

Means potential purchasers of Units in the Projects introduced to the Developer by the Broker;

Purchase Price

Means the purchase price of a Unit, exclusive of any administrative or Registration fees, taxes, levies, or charges;

Purchaser

Means a person who has signed the Sale Documents for the purchase of a Unit;

Real Estate Broker

Means a natural or legal person authorized and licensed by the competent Authorities to operate as a real estate broker in the Emirate of Dubai (or Any other Emirate in the UAE), and which is registered and in full compliance with the requirements of any Applicable Law regarding the Regulation of real estate brokers and carrying out Brokerage Services;

RERA

Means the Real Estate Regulatory Agency of Dubai

Sale

Means the execution by all required parties of all of the Sale Documents for the purchase by a Prospect of a Unit from the Developer;

Sale Documents

Includes the sale and purchase agreement or long-term lease agreement (as applicable) and all other necessary sale-related documents for the purchase of a Unit from the Developer;

Term

Means one (1) year;

UAE	Means the United Arab Emirates;
Units	Means a unit in a Project; and
VAT	Means value added tax as applied to the provision of goods and services in the UAE by the Federal Tax Authority.

2. INTERPRETATION

2.1. Unless the context otherwise requires:

- (A) Headings are included for convenience only and do not affect the construction of this Agreement;
- (B) The singular includes the plural and vice-versa, a gender includes all genders and a reference to a person includes an individual, a body corporate, an unincorporated body, a government, or other entity;
- (C) A reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
- (D) A reference to conduct includes any omission and any statement or undertaking, whether or not in writing;
- (E) Any phrase introduced by the terms including, include, in particular or any similar expression will be construed as being by way of illustration or emphasis only and will not limit the generality of the preceding words but shall be read as meaning "including, without limitation"; and
- (F) A reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied, or replaced from time to time, except to the extent prohibited by this Agreement
- (G) The particulars and schedules (if any) form part of this Agreement and words and expressions set out in the particulars and schedules are to be treated as defined terms in this Agreement.
- (H) References to clauses, paragraphs and schedules are references to clauses and paragraphs in and schedules to this Agreement.
- (I) All dates and periods shall be determined by reference to the Gregorian calendar.

3. COMMENCEMENT AND TERM

- 3.1. 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 11.

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

4. APPOINTMENT

4.1. The Developer hereby appoints the Broker as a non-exclusive provider of Brokerage Services during the Term.

4.2. The Developer may engage the services of other brokerage service providers in relation to the projects at any time.

5. SERVICES AND OBLIGATIONS

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

(A) Marketing and promoting the Projects and the Units at the sole expense of the Broker;

(B) Identifying Prospects and introducing them to the Developer;

(C) 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;

(D) 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;

(E) Following up on the collections of any amounts due under the Sale Documents from Purchasers; and

(F) Providing routine reports on the progress of marketing, promotions and sales as may be required by the Developer from time to time;

5.2. 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.

5.3. The Broker must ensure that Prospects consent to their contact details being provided to the Developer and to being contacted by the Developer.



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5.4. 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

5.5. The Broker is not authorized to:

- (A) Represent that it is acting on behalf of the Developer in any capacity other than as a broker;
- (B) Make representations in the name of or on behalf of the Developer;
- (C) Alter any Purchase Price;
- (D) Receive any money from any Prospects in the name of or on behalf of the Developer;
- (E) Modify any of the terms and conditions of the Developer's Sale Documents; and
- (F) Accept offers or conclude contracts for the Sale of Units.
- (G) Start Marketing the property without written consent or NOC from the developer either online or to their existing Data base of clients.
- (H) Use any such marketing materials which are not supplied by the Developer
- (I) Unless or until it is approved by the Developer in writing.

5.6. 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.

5.7. 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.

5.8. The Broker will not Market the Units below the prescribed prices provided to them by the Developer from time to time.

6. WARRANTIES

6.1. The Broker irrevocably declares and warrants that:

- (A) 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.
- (B) 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

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to the Developer and undertakes to inform the Developer in writing immediately if this position changes;

(C) 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;

(D) 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

(E) It will obtain the contact information of any and all Prospects in a lawful manner;

(F) 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;

(G) It will perform its obligations hereunder in good faith;

(H) 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

(I) It will provide the Brokerage Services with professionalism and to the standards required by its licensing body and by the Developer

7. COMMISSION

7.1. 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.

7.2. The Commission will be payable only if:

(A) The Prospect is introduced by the Broker to the Developer during the Term;

(B) The Sale to a Prospect is concluded within three (3) months of the Introduction Date (which time period may be extended at the sole discretion of the Developer);

(C) A minimum of twenty percent (25%) of the Purchase Price of the Unit and all applicable registration fees and charges have been received by the Developer; and/or

(D) Down payment has been received along with all Post Dated Cheques (PDCs) for the remaining payment plan.

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(E) The Broker has complied with all of the Developer's administrative and procedural requirements as set out in clause 8.6.

7.3. Not with standing the time limit set out in clause 7.2(b), if a Sale to a Prospect is concluded within three (3) months of the Introduction Date and the same Prospect concludes a two or more Sales within six (6) months of the Introduction Date, the Broker will be entitled to payment of the Commission for those Sales.

7.4. 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.

7.5. Commissions will be paid within Seven (7) Business days of satisfaction of the conditions set out in clause 7.2 and in accordance with the Developer's commission claim procedures as communicated to the Broker from time to time.

7.6. 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.

7.7. The Developer will not reimburse the Broker for any out-of-pocket expenses incurred in the delivery of the Brokerage Services.

7.8. Commissions are as exclusive of VAT to the extent as prescribed by law.

8. COMMISSION STRUCTURE AND COMMISSION CLAIMS

8.1. The Base Commission is two percent (2%) of the Purchase Price of a Unit, which is the minimum Commission payable to the Broker upon completion of a Sale.

8.2. The Broker may be entitled to higher rates of commission in accordance with the Commission Structure established by the Developer and set out in the agreement (Commission Structure).

8.3. The Developer will provide the Broker with a copy of the Commission Structure in place as that the date that this Agreement is executed. 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 Structure which may be in place from time to time using the communication channels provided by the Developer.

8.4. The Broker agrees to be bound at all times by the Developer's prevailing Commission Structure. It is the responsibility of the Broker to ensure 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

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responsible for any failure to communicate modifications to the Commission Structure to the Broker due to the Broker's failure to ensure that the Developer has its current email address.

8.5. 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.

8.6. 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 Structure 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.

9. ASSIGNMENT

9.1. 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.

10. INDEMNIFICATION & LIABILITY

10.1. 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.

10.2. 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.

11. TERMINATION

11.1. Either Party may terminate this Agreement for convenience upon seven (7) days written notice.

11.2. Where this Agreement has been terminated by the Developer in accordance with clause 11.1, the Commission will be payable to the Broker if all the conditions of clause 7.2 are met.

11.3. Where this Agreement has been terminated by the Broker, no Commission will be payable.

11.4. The Developer may terminate this Agreement for material breach with written notice to the Broker, with immediate effect, and the Developer has no obligation to pay any Commission.



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11.5. 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.

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

12. CONFIDENTIALITY

12.1. 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.

13. FORCE MAJEURE EVENT

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

14. GENERAL

14.1. 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 Broker

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For Developer			
Office Address	Retail Shop #1, Empire Residence, Jumeirah Village Circle, Dubai, UAE	Office Address	
Mailing Address	P.O. Box 125131, Dubai, UAE	Mailing Address	
Telephone Number	+971 52 539 4720	Telephone Number	
Attention	Empire Developments	Attention	
Email	sales@empireresidence.ae	Email	

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

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

14.4. 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.

14.5. 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.

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

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

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

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

14.10. 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.

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

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

15. SIGNATURES

15.1. 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.

15.2. 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.

Commission Structure

The Developer Agrees to pay the Commission to the Broker for selling Studio, 1 Bedroom, 2 Bedroom & Retail Units in Empire Residence Project as the following:

Commission Method	Payable %	Conditions
Commission Method 1 Commission: 5% of the Purchase price of Unit. Will be release with 7 working days of each condition being satisfied	1%	Receiving of full down payment amount against the sale in the Developers Bank Account
	2%	On successful signing and Execution of SPA (Sales Purchase Agreement)
	2%	25% of sales price is paid and or 50% of postdated cheques are received.

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.

Signed for and on behalf of
EMPIRE REAL ESTATE DEVELOPMENT:

EMPIRE DEVELOPMENT
Company Stamp:

Signed for and on behalf of:

Representative Name:
Company Title:
Company Stamp



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Developer Initial _____

Broker Initial _____

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www.empiredevelopments.ae



SUIT NO. 208, 2ND FLOOR - EMAAR BUSINESS PARK
BUILDING NO. 4, DUBAI - UAE.



+971 55 289 6500

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