

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

## **REAL ESTATE AGENCY AGREEMENT**

Between

**TABEER REAL ESTATE DEVELOPMENT LLC**

And

---

**(Agency Name)**

**THIS REAL ESTATE AGENCY AGREEMENT** is made on\_\_\_\_\_.

**BETWEEN**

- (1) **TABEER REAL ESTATE DEVELOPMENT LLC**, a company duly registered under the Trade License number 711824, and having address at Office No. 201, Fidarjan Building, Arjan, Al Barsha South Third, Dubai, UAE, Telephone +971 4 430 5561, +971 4 335 0034; (the “**Seller**”).

**AND**

- (2) \_\_\_\_\_, a company duly registered under the Trade License Number \_\_\_\_\_, registered in Real Estate Regulatory Agency (Dubai) with ORN\_\_ and having its address at \_\_\_\_\_, PO Box \_\_\_\_\_, Dubai, United Arab Emirates, Telephone +971\_\_\_\_\_; (the “**Agent**”).

**RECITALS**

- (A) The Seller is the developer of a residential building project situated in the United Arab Emirates. The project encompasses a range of units within the development. The Seller's objective is to offer these units for sale to third parties.
- (B) The Agent shall provide real estate brokerage services to the Seller for the purpose of selling the Units; and
- (C) The Seller would like to appoint the Agent on a non-exclusive basis for the purposes of selling the Units on the terms and conditions set out in this Agreement.

**OPERATIVE PROVISIONS**

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement unless the context requires otherwise the following words and expressions have the respective meaning as set out below:

“**AED**” means the lawful currency of the UAE;

“**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 Agent under this Agreement;

“**Booking Amount**” means the sum referred to in the Booking Form which shall be collected directly by the Seller;

“**Booking Form**” means the form to be entered into between the Seller and the Prospective Purchaser in respect of the reservation of a Unit as amended and reissued by the Seller from time to time; “**Commission**” means a commission of five percent (5%) on the agreed Sale Price of the Unit.

“**Sale Price**” means the price of the relevant Unit(s) as notified to the Agent by the

Seller (as may be amended from time to time).

“**Parties**” means the Seller and the Agent and the expression “**Party**” shall mean anyone of them;

“**Prospective Purchaser**” means a third-party purchaser introduced to the Seller or procured by the Agent during the Term who is interested in purchasing a Unit(s);

“**RERA**” means the Real Estate Regulatory Agency of the Government of Dubai;

“**SPA**” means the form of sale and purchase agreement that is acceptable to the Seller from time to time;

“**Term**” means the duration of this Agreement commencing on the date of this Agreement until twelve months thereafter or such other period agreed by the Parties in writing;

“**UAE**” means the Federation of the United Arab Emirates; and

“**Units**” means the apartments/units located within the Development as notified to the Agent by the Seller (as may be amended from time to time).

1.2 The headings in this Agreement are for convenience only and shall not affect its interpretation.

1.3 References in this Agreement to clauses and schedules are, unless the context otherwise requires, references to the relevant clauses and schedules to this Agreement.

1.4 Words importing the masculine gender shall where appropriately include the feminine gender and the neuter gender or vice versa as the case may be and words importing the singular shall where appropriately include the plural number and vice versa.

1.5 References to persons shall include firms, companies and corporations and vice versa.

## **2 APPOINTMENT AND TERM**

2.1 The Seller hereby appoints the Agent and grants to the Agent a non-exclusive mandate to offer the Units for sale to any Prospective Purchaser on the terms and conditions specified in this Agreement or as otherwise stipulated in writing by the Seller from time to time.

2.2 Subject to clause 6.1, the Term may be extended or renewed at the Seller’s sole discretion upon written notice from the Seller to the Agent.

2.3 The term of this Agreement shall expire after one year, unless extended by the Parties in writing.

## **3 AGENT’S OBLIGATIONS**

3.1 During the Term the Agent shall diligently serve the Seller as its agent and use its best endeavors to promote the sale of the Units and introduce and procure Prospective Purchasers to purchase the Units.

3.2 The Agent shall not advertise the Units in any form of advertising medium including

(but not limited to) brochures, magazines, newspapers, signs, and on any digital media including the world wide web or any other globally accessible medium or conduct any publicity campaign without the prior written approval of the Seller. The Agent shall not utilize any of the Seller's trademarks, trade names, logos, brands and the like without the prior written approval of the Seller.

No license is granted or implied to the Agent by this Agreement in respect of any intellectual property rights to which the Seller may be entitled except as expressly provided in this Agreement.

- 3.3 The Agent shall not make any representations or give any warranty or guarantee in respect of any Units or the Development without the express written authority of the Seller. In all negotiations with any Prospective Purchaser, the Agent must disclose (whether in writing or otherwise) that he is acting as non-exclusive agent of the Seller and shall not purport to be acting in any other capacity.
- 3.4 The Agent warrants that it has, and shall always have, all requisite approvals and licenses required under the Applicable Laws to enable it to perform its obligations and services under this Agreement. For the duration of the Term, the Agent agrees to comply with the Applicable Laws and all other requirements prescribed by RERA from time to time in connection with the Agent's services under this Agreement. The Agent shall ensure that all individual brokers that are engaged in the sale of the Units are employed by the Agent, have the requisite experience and qualifications and are registered and approved by RERA to sell the Units as per the Applicable Laws. For the avoidance of doubt, the Agent acknowledges that no Commission shall be payable by the Seller in respect of any sale that is procured by a broker who is not employed by the Agent and/or registered and approved by RERA.
- 3.5 The Agent is strictly prohibited from instructing or employing a sub-agent from carrying out any of the Agent's obligations set out in this clause 3. The Agent expressly warrants and undertakes that it shall not share the Commission with any third party and shall not appoint any sub-agent in respect of the sale of any Units. The Seller shall not be obliged to pay any Commission (in whole or part) to any other party except the Agent.
- 3.6 The Agent shall not have the right or authority to bind the Seller to any agreement for the reservation or the sale and purchase of any Units.
- 3.7 Immediately upon receipt of an offer to purchase a Unit from a Prospective Purchaser, the Agent shall check the availability of such Unit with the Seller and inform the Prospective Purchaser of the availability and Sale Price of such Unit (once confirmed by the Seller). Upon confirmation, the Agent shall submit a written notice to the Seller setting out the Prospective Purchaser's contact details and details of the Unit(s) in which the Prospective Purchaser has expressed interest, and arrange for the Prospective Purchaser to attend the Seller's office to formally register with the Seller, following which the Seller, so long as the Prospective Purchaser is not already registered with the Seller, shall acknowledge in writing both the Prospective Purchaser's contact details and details of the Unit(s) ("**Seller Confirmation**").
- 3.8 Provided that the formalities set out in clause 3.7 have been satisfied, the Agent will assist the Prospective Purchaser in satisfying all of the Seller's formalities including signing all of the necessary documentation required for the purchase of a Unit, including the Reservation Form. The Agent is not authorized to accept any monies nor to enter into any agreement with any Prospective Purchaser (including the Reservation Form) on behalf of the Seller. For the avoidance of doubt, the Agent shall not be entitled to collect the Sale Price (or portion thereof) or any monies from a Prospective Purchaser

in its own name.

- 3.9 The Agent shall bear all costs and expenses incurred by it in performing its obligations under this Agreement.
- 3.10 The Seller shall at no time be held liable to any third party (including but not limited to Prospective Purchasers) for, or in respect of, any representations, warranties, acts or omissions by the Agent relating to this Agreement. The Agent agrees to indemnify and hold harmless the Seller from and against any and all liabilities, losses, damages, claims, suits and expenses, including legal expenses (on a full indemnity basis) incurred by the Seller relating to or arising out of the Agent's representations, warranties, acts or omissions under this Agreement.
- 3.11 The Seller reserves the right to refuse to accept any offer to purchase from a Prospective Purchaser introduced by the Agent at its sole discretion without having to disclose any reason whatsoever.

#### **4 COMMISSION**

- 4.1 The Seller shall pay the Agent a Commission in consideration for the Agent carrying out the services pursuant to this Agreement. The Commission shall be payable in full within 10 working days subject to fulfillment of all the terms and conditions set out below:
- (i) the Prospective Purchaser having signed a Reservation Form and the Seller having received a signed original of the Reservation Form (including all relevant documentation and information required, to be provided by the Prospective Purchaser);
  - (ii) Commission is Payable when Seller has received the Reservation Amount (10% of selling price) as cleared funds against the purchase of the Unit and submission of Signed Sale Purchase Agreement to Seller.
  - (iii) the Seller has received the post-dated cheques from the Prospective Purchaser in accordance with the terms of the Payment Plan;
  - (iv) the Seller has received payment of the applicable land registration fees to the Dubai Land Department in the amount of 4%+ AED40 of the Sale Price (or such other amount as may be prescribed by applicable law) with AdminCharges AED3,150included Vatand;
  - (v) the Agent is not in default of any of its obligations under this Agreement.
  - (vi) the Prospective Purchaser having signed SPA that is acceptable to the Seller and the Seller is in receipt of the SPA and satisfied with the Prospective Purchaser's information as prescribed in the SPA;
- 4.2 The Agent acknowledges that:
- (a) any Commission payable under the terms of this Agreement shall be inclusive of all fees, taxes or other deductions levied by any competent authority as per the Applicable Laws and the Agent acknowledges being solely responsible and liable to pay all such fees, taxes and deductions; and
  - (b) it shall not be entitled to any incidental or miscellaneous expenses of whatsoever nature incurred by it in providing the services to be performed by it under this Agreement other than the Commission.
- 4.3 The Agent hereby agrees that in the event that it introduces a Prospective Purchaser who purchases one or more than one Units during or after the Term (other than

contemporaneously as contemplated below in this clause 4.3), the Agent shall only be entitled to payment of Commission for the first purchases and not for any subsequent sales of Units if proceeded after the valid period of 30 days. For the avoidance of doubt, if the Agent introduces a Prospective Purchaser who initially purchases one or more Units, the Agent shall be entitled to Commission calculated on the total purchase price for all of the Units that are purchased initially by a Prospective Purchaser.

4.4 The Agent acknowledges that the Seller has engaged the services of the Agent on a non-exclusive basis and that the Agent shall not be entitled to the Commission in respect of any Prospective Purchaser that has already been in contact with the Seller or has been introduced by any other sales agent or third party to the Seller or otherwise.

4.5 The Commission shall be payable in AED only.

4.6 The commission shall be refundable to the developer in such scenario that any of the registered Units are cancelled/terminated in DLD due to the Buyer's default.

## **5 SELLER'S OBLIGATIONS**

5.1 The Seller shall act in good faith towards the Agent and shall not interfere, hinder or prevent the Agent from carrying out its obligations pursuant to clause 3.

5.2 The Seller must inform the Agent within a reasonable period of its acceptance or refusal of any offer to purchase a Unit by any Prospective Purchaser, or the termination of the Reservation Form for any Unit, that may be introduced and procured by the Agent.

5.3 The Seller shall be entitled to inform the Agent by written notice if the Seller:

- (a) receives an offer to purchase any of the Units from a third party; or
- (b) is unable to complete the sale of any of the Units.

## **6 TERMINATION**

6.1 The Seller may terminate this Agreement with or without cause at any time during the course of the Term by giving the Agent written notice of its intention to do so with no further notice required.

6.2 The Agent shall not be entitled to any Commission for any Units that have been sold if this Agreement is terminated by the Seller due the Agent's default under any of its obligations set out in clause 3 above.

## **7 GENERAL**

7.1 This Agreement constitutes the whole agreement between the Parties in relation to the subject matter contemplated by this Agreement and supersedes any arrangements, understandings or previous agreement (whether verbal or written) between them relating to the subject matter thereof.

7.2 The Parties agree that the rights and obligations contained in this Agreement may not be assigned or transferred by either of the Parties without the written consent of the other Party.

7.3 Nothing in this Agreement shall create, or be deemed to create a partnership, franchise, sub-franchise, joint-venture, or employer/employee relationship between the Parties. This Agreement shall not constitute a commercial agency arrangement as contemplated under Federal Law No. 18 of 1981.

7.4 This Agreement shall be effective and binding upon the Parties for the Term. Subject to

clause 6 this Agreement shall survive its termination insofar as any rights and obligations contained herein are of continuing effect.

- 7.5 During the Term and after termination of this Agreement, the Agent must not disclose any confidential information made available to it by the Seller in respect of the Seller, the Development and/or the Units, unless such information is readily available in the public domain.
- 7.6 Any indulgence granted by the Seller to the Agent in respect of the performance by the Agent of its obligations under this Agreement or any neglect or failure by the Seller to enforce any of the terms of this Agreement shall not be construed as a waiver or variation of this Agreement or otherwise prejudice any of the Seller's rights under it.
- 7.7 No variation of this Agreement shall be of any effect unless made in writing and signed by both Parties.
- 7.8 If any provision of this Agreement is or becomes illegal, invalid or unenforceable under the Applicable Laws, that shall not affect or impair the legality, validity or enforceability of that or any other provision of this Agreement. In such case, the Parties shall agree on a valid provision which comes commercially and legally closest to the void, voidable, illegal or otherwise unenforceable provision.
- 7.9 Where in this Agreement reference is made to the Agent it includes the Agent's employees, representatives and successors and assigns and all obligations contained in this Agreement are binding on the Agent, its employees, representatives, successors and assigns.
- 7.10 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:
- (a) if delivered personally, at the time of delivery;
  - (b) in the case of courier, on the date of delivery as evidenced by the records of the courier; and
  - (c) in the case of facsimile transmission, upon dispatch to the specified number as evidenced by a transmission report.
- 7.11 This Agreement shall be governed by and construed in accordance with the Applicable Laws.
- 7.12 In the event of any dispute arising between the Parties out of or relating to this Agreement, including the payment of Commission to the Agent, the Parties shall in the first instance refer the matter to RERA (as contemplated by By-Law No. 85 of 2006 regarding the Regulation of Real Estate Brokers' Register in the Emirate of Dubai) and the Parties shall consult and negotiate with each other in good faith under the supervision of RERA to reach an amicable resolution to the dispute. Any directions or guidance given by RERA in respect of the dispute shall be binding on the Parties. If the Parties do not reach an amicable resolution to such dispute and/or RERA does not issue a direction on the dispute within a period of thirty (30) days of the dispute being referred to RERA (unless such period is mutually extended by the Parties in writing), then the dispute shall be referred to and finally resolved by the Courts of the Emirate of Dubai.

**THIS AGREEMENT has been entered into by the Parties on the date stated at the commencement of this Agreement.**

TABEER REAL ESTATE DEVELOPMENT LLC

\_\_\_\_\_

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Designation

[Company Stamp]

[Company Stamp]