



NON-EXCLUSIVE SALES AGREEMENT

This Non-Exclusive Sales Agreement (“Agreement”) is signed and executed in the Emirate of Dubai on this _____.

By and Between:

MARQUIS STAR DEVELOPMENT L.L.C is a Limited Liability Company operating under the Trade License No. 1241109, represented by **Mr Mezuk Mohamad**, Indian national, holding **Passport# F6683299** (Hereinafter referred to, as the “Principal” such term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal heirs, successors, assigns and nominees; And

_____ operating under Trade License No. _____ represented by _____ national, holding **Passport#** _____ (Hereinafter referred to, as the “Agent” and such term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal heirs, successors, assigns and nominees).

The Principal and the Agent shall be hereinafter being jointly referred to as the “Parties” and shall individually be referred to as “Party”.

PREAMBLE:

- I. The Agent is a real estate brokerage firm, duly established under the laws of Emirates of Dubai, having substantial experience in the field of real estate;
- II. The Agent is desirous to be appointed by the Principal as their marketing agency for the purpose of public relations & brand building exercise for their Units/Project and for finding potential buyers and offering the Unit in the project on non-exclusive basis in the territory of United Arab Emirates for the Units/Project (Hereinafter referred to as the “Prospective Buyers”); and
- III. The Principal has accepted Agent’s offer as per below stated terms & conditions to market and sell the Units/Project to Prospective Buyers.



NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

1. The Preamble and Schedule(s) contained above shall constitute as an operative and integral part of this Agreement.

2. APPOINTMENT & ACCEPTANCE

- I. The Principal hereby engages the Agent from the effective date, on non-exclusive basis, for finding and referring Prospective Buyers for the sale of the Units in the Project, as per the terms and conditions of this Agreement. The Agent hereby accepts the appointment as a non-exclusive Agent for the services set out above and as per the terms and conditions of this Agreement.

3. TERM

- I. The parties may mutually decide to extend the Agreement for a mutually accepted period as per the negotiation held upon the expiry of this Agreement. *The term of this Agreement shall commence on the _____ (“Effective Date”) and shall terminate after 3 months from the official date of completion.*
- II. The Principal allows the Agent to start working on the Units/Project upon signing this Agreement.
- III. Both of the Parties acknowledge and understand that upon the expiry of the aforesaid term of this Agreement, it shall be automatically terminated releasing all the Parties from its obligation as mentioned in this Agreement unless it is extended/renewed by both Parties in writing.

4. AGENCY FEE

- I. The Principal agree that in consideration of the services provided by the Agent, the Agent shall be entitled to 6% (Six Percent) of individual unit’s sale price as Agency Fee (“Agency Fee”), during subsistence of this Agreement; the Agency Fee shall be payable in Arab Emirate Dirham (AED) and is payable by the Principal in cheque to the Agent.
- II. Agency fee shall be based on Net Realization of Sales price and may be reduced if net realized price to the Principal is reduced.
- III. For the sake of clarity, the Agency Fee shall become due only upon the clearance of 20% sales price along with DLD Registration Fee in case of Cash/Bank Mortgage Customer and SPA must be signed by both parties , for post-handover payment



plans agreed down payment along with DLD is required by Developer in cleared funds.

IV. The Commission shall be payable on the terms and subject to the conditions set out below:

- (a) the Prospective Purchaser having signed a Booking Form including all relevant documentation required to be provided by the Prospective Purchaser as prescribed in the Booking Form and/or SPA no later than one (1) month from the date of the Client Confirmation.
- (b) If not waived off, the Principal has received cheque issued by the Prospective Purchaser in favor of the Dubai Land Department for transfer fee which is currently calculated at four percent (4%) of the Sale Price; and
- (c) the Agent is not in default of any of his/its obligations under this Agreement.

5. RESPONSIBILITIES OF PRINCIPAL

- I. The Principal undertakes to provide the Agent appropriate information about the Units/Project including but not limited to ownership documents, floor plans, Sale and Purchase Agreements (“SPA”) etc.; The Principal undertakes to issue the Sale and Purchase Agreement and Oqood and/or Title Deed registration in favor of the Prospective Buyer upon the receipt of the amount agreed for the individual Unit price (“Sales Amount”) and the Oqood and/or Title Deed registration fee collected from the Prospective Buyer.

6. WARRANTIES OF THE PRINCIPAL

- I. The Units/Project are free from all encumbrances and the Principal has not registered any mortgage/lien on the Units/Project and there is no third-party interest over the Units/Project;
- II. The Principal has disclosed and warrants that the Units/Project are not a subject matter of any dispute before any courts of UAE or is not a subject matter of any arbitration proceeding.

7. OBLIGATIONS AND RESPONSIBILITIES OF THE AGENT

- I. The Agent shall be responsible to offer the unit for a consideration amount as per the mutually agreed pricing strategy described in Schedule “C” attached hereto. The Agent shall be under obligation to disclose to the Potential

Buyer(s) that, the Potential Buyer(s) shall be solely liable to pay 4% Transfer Fee calculated on Unit purchase price and any other additional Admin Fees as applicable by Dubai Land Department and Connection Fees for utilities as advised by the Developer, RERA approved service charges, all these amounts are also applicable as per the SPA executed between the Principal and the Potential Buyer.

- II. The Agent shall fill, sign and stamp along with the endorsement of Potential Buyer's signature Reservation Form pertaining to the Unit;
- III. The Agent shall be responsible for delivery of documents to the Principal including but not limited to reservation form, weekly marketing and sales report, Potential Buyer documents including but not limited to Passport copy, Emirates ID and Visa page (if he is a UAE Resident) and any other report/documents as demanded by the Principal etc.
- IV. The role of the Agent shall be to assist the principal and the Prospective Buyer with the sale transaction and ensure that all the rules and regulation levied by Dubai Land Department / Dubai Government and the rules specifically mentioned in the Law No. 85 of 2006 "Regulating the Real Estate Brokers in the Emirate of Dubai" along with the related Regulation(s), circular(s) issued from time to time are complied with.
- V. Agent undertakes and acknowledges that principal on the sole discretion shall be entitled to refuse/reject/decline any Reservation form for the Unit for the Prospective Buyer without giving any reasons to the Agent. Upon refusal of the Reservation Form, the Principal undertakes to reimburse any payments, if collected with regards to the Booking amount for the Property Unit.

8. DISPUTE RESOLUTION AND JURISDICTION

- I. The Parties mutually agree to resolve any dispute arising out of this Agreement amicably by negotiations between them, in case of escalation of dispute, the subject matter shall be referred to exclusive jurisdiction of Dubai land Department.



9. NOTICE

- I. For the purposes of this Agency Agreement all notices and communication shall be communicated in the English Language to the following designated person of the Parties shall be deemed to be delivered once communicated.

For the Principal

Email Address: mezuk@2020holdingsdubai.com

For the Agent:

Email Address:

10. ENTIRE AGREEMENT

- I. This Agreement contains the entire Agreement between the parties hereto relative to the right and obligation, operation, and termination of the No variations, modifications, or changes herein or hereof shall be binding upon either party hereto unless set forth in writing signed by the parties hereto.



11. COUNTERPARTS

- I. This Agreement may be executed in triplicates, each of which when executed shall constitute an original and each party shall retain one copy.

Signed and Agreed on this

First Party

Name: Mezuk Mohamad

Signature: _____

Company Stamp

Witness

Name: _____

Signature: _____

Second Party

Name:

Signature: ____

Company Stamp

Witness

Name: _____

Signature: _____