

DEVELOPER & AGENCY AGREEMENT

This **AGREEMENT** is made as of the day of2026.

BY ANDBETWEEN:

M/s MAK DEVELOPERS L.L.C, duly incorporated under the laws of Dubai, bearing License Number: **1253230** having address: Office MAK, offices 127-129, Palladium Building, Al Quoz 3, Dubai, UAE, (hereinafter referred to as **“First Party/Developer”**).

AND:

M/s.....incorporated in Dubai, bearing License No.....
(Hereinafter referred to as the **“Second Party/Agent”**)

(The **“First Party”** and **“Second Party”** may individually be referred to as **"Party"** or collectively as **"Parties"** under this Agreement).

WHEREAS

- A. The **“First Party”**, is a Real Estate Development Company duly incorporated in Dubai, UAE with the expertise of registering real estate projects in Dubai (Hereinafter referred to as the **“Developer”**)
- B. The **“Second party”** is a Real Estate Brokerage Company duly incorporated in Dubai, UAE and has represented that they are duly licensed in the business of marketing and brokering real estate in the Emirate of Dubai and wishes to provide related services in order to facilitate the sale of Units in the Project.
- C. The Developer wishes to appoint the Agent as its Non-Exclusive Agent to provide Services in respect of the sales of the Units as specifically detailed in Schedule 1 forming an integral part of this Agreement.
- D. The Agent has accepted the offer and has agreed to provide the Services to act as the Real Estate agent in the Project on a non-exclusive basis subject to the terms and conditions of this Agreement.
- C. The Developer based on the assurance provided by the Agent has appointed the Agent for the purpose of selling the Units described in Schedule 1 on the terms and conditions set out in this Agreement. The Agent shall be the agent only for the Purchasers introduced by the Agent for the Units described in Schedule 1.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions and Interpretation

"AED"	means the United Arab Emirate Dirham;
"Affiliate"	any entity that is directly or indirectly owned or controlled by the Developer or is under the direct or indirect common ownership or control with the Developer.
"Agency Guidelines"	the Developer's real estate agents' guidelines, policies and other such documents as may be issued to the Agent by the Developer from time to time (as amended from time to time at the Developer's sole discretion).
"Agency Bank Account"	a bank account in Agent's name and approved by the Developer and as may be stated in Schedule-2 .
"Agency Representative"	the Agent's representative(s), employee(s) or other person(s) acting on behalf of the Agent in interfacing with potential purchasers, the Developer or an Affiliate.
"Agreement"	means this agency agreement including the Schedules;
"Applicable Data Protection Law"	the regulation on the protection of natural person with regard to the processing of personal data and on the free movement of such data known as the Personal Data Protection Law, Federal Decree Law No. 45 of 2021 regarding the Protection of Personal Data, and any national legislation implementing such regulation or otherwise related to data protection and privacy.
"Applicable Laws"	means the laws of the Emirate of Dubai and the federal laws of the United Arab Emirates, including any by-laws, rules, regulations, orders, statutes, decrees, approvals, consents, licenses or ordinances made by any Relevant Authorities;
"Developer's Representative"	The person(s) nominated by the Developer, and notified to the Agent, from time to time.
"Appointment"	an appointment to provide the Services in respect of Projects and/or Properties given by the Developer to the Agent in accordance with Clause 2.
"Commission"	means the amount payable by the Developer to the Agent in accordance with Clause 6.

“Developer”	M/s MAK DEVELOPERS L.L.C, with License Number: 1253230, Dubai, UAE, an Affiliate or other Property Developer nominated by the Developer in an Appointment.
“DLD”	means the Dubai Land Department;
“Intellectual Property”	patents, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights; know-how, secret formulae and processes, lists of suppliers and customers and other propriety information; rights protecting goodwill and reputation; database rights and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licenses and consents in respect of any or the rights and forms of protection mentioned in this definition, which is owned by, or is licensed to, the Developer or any Affiliate.
“Marketing Guidelines”	the guidelines for marketing and advertising activities generally and relating to Properties and/or a Project (if any) as may be issued, amended or replaced by the Developer from time to time.
“Parties”	the Developer and the Agent and Party means either of them as applicable.
“Project”	any Project of the Developer
“Property”	Units as specifically detailed in “Schedule 1” of this agreement. Any property (whether off-plan or completed buildings or units) which may or may not be located in a Project, which has been designated by the Developer in an Appointment, subject to Clause 2.
“Required Approvals”	all necessary permits, licenses, registrations or approvals required from any relevant authority and/or in accordance with applicable law relating to the provision of the Services and the Agent’s obligations pursuant to this Agreement.
“RERA”	means the Real Estate Regulatory Agency, Dubai;
“Sales Notice”	means a written notice to be issued by the Agent to the Developer after the Project being registered in RERA for off plan sales, in relation to any prospective Third Party Purchaser(s) of a Property in accordance to the terms of this Agreement.
“SPA”	means the form of Property sale and purchase agreement of the Developer agreed pursuant to this Agency Agreement;
“Third Party Purchaser”	means any person or entity who purchases a Property from the Developer during the Term of this Agreement;
“Third Party Purchase Price”	means the purchase price payable by the “Third Party” Purchaser for a Property;

“UAE Civil Code”	UAE Federal Law No. 5 of 1985 (as amended).
“VAT”	Value added tax as prescribed and imposed by UAE Federal Decree- Law No. 8 of 2017.

INTERPRETATION

In the interpretation of this Agreement, unless the context or subject matter otherwise require, one gender includes the other, the singular includes the plural and the plural includes the singular, a person includes a body corporate, a party includes the party's executors, administrators, successors, heirs and permitted assigns, headings are for convenience only and do not form part of this Agreement or affect its interpretation, a provision of this Agreement must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement, reference to a clause is reference to a clause in this Agreement unless specified otherwise, and if an act must be done on a specified day which is not a Working Day, it must be done instead on the next Working Day.

2. APPOINTMENT AND TERM

2.1. APPOINTMENT:

- 2.1.1. This Agreement sets out the framework for the Appointment of the Agency during the Term on a non-exclusive basis to provide the Services.
- 2.1.2. The Developer may communicate appointments to the Agency in writing. All Appointments are on a non-exclusive basis and will be on such terms as are acceptable to the Developer.
- 2.1.3. The Developer will, provide the Agent with details of the Developer, the Project (if applicable), the Property and the applicable rate and payment terms of the Commission, and may include other relevant terms pursuant to which the Agent will be required to provide the Services.

2.2. TERM:

The Parties agree that the rights of the Agent to provide the Services set forth in this Agreement shall come into force From the Effective Date and shall be continuing unless and until terminated in accordance with Clause 9.

3. BRANDNAME AND MARKETING:

- 3.1 The Developer and/or the Affiliates may permit the Agent, on a non-exclusive limited basis, to use the Intellectual Property relating to a Project and a Property in connection with the Services for the duration of the Appointment, subject to the terms of this Agreement. The Agent must only use the Intellectual Property as directed by the Developer and/or the Affiliate (as applicable).

3.2 The Agent agrees that, except as expressly provided in this Agreement the Agent shall have (and will obtain) no rights (including moral or financial rights) or goodwill in respect of the Intellectual Property or any intellectual property created by the operation of this Agreement or the provision of the Services. The Agent must not alter, nor use Intellectual Property in a way that may prejudice the distinctiveness, validity or goodwill of the Developer or any Affiliate.

4. SCOPE OF SERVICES

- 4.1. Services to be provided by the Agency (as required by the Developer from time to time) relating to the introduction and referral of potential purchasers to the Developer, and marketing and sale of Properties in accordance with the terms and conditions of this Agreement and any Appointment.
- 4.2. The Agent agrees to provide, at its sole cost and expense (including any dues and taxes levied or imposed by all relevant authorities), the Services in accordance with: (i) applicable law (ii) this Agreement, (iii) the Appointment, (iv) the directions of the Developer 's Representative, and (v) the best interest of Developer and any Affiliate.
- 4.3. The Agent will ensure that all Agent's Representatives are properly qualified, competent, trained and authorised by the relevant authorities. The Agency is responsible and liable for all actions of the Agency Representatives. The Agency must ensure that all Agency Representatives comply with this Agreement (including all Agency Guidelines and Marketing Guidelines). Neither the Developer nor any Affiliate shall be liable in any way for acting or not acting as a result of any communication or request of an Agent's Representative.
- 4.4. The Developer appoints the **Agency** in accordance with the above Clause 2 to carry out the services in accordance with the terms and conditions of this Agreement.
- (a) During the Term of this Agreement, shall act as the Agent to carry out the sales and marketing of the Units mentioned in **Schedule 1** below.
 - (b) Advertise, market the Properties for sale on the Third-Party Payment Plan or such other payment plan as is expressly approved in writing by the Developer and RERA at the cost of the Agent;
 - (c) Keep the Developer apprised of market conditions;
 - (d) Issue Sales Notices in accordance with the sales process outlined in Clause 5 of this Agreement

5. SALE OF PROPERTIES

- 5.1 On the Project being registered for off plan sales Agent may deliver Sales Notice(s) to the Developer and freely market and sell the Properties to Third Party Purchasers on the Payment Plan at the relevant Third Party Purchase Price on the terms of the SPA, however, all sales are to be processed through the Developer in accordance with this Agreement. The Parties agree to comply with the procedure set out in this Clause in respect of all sales of Properties to Third Party Purchasers.
- 5.2 The Agent is not permitted to collect any funds directly from the Third Party Purchasers of Units and shall comply with all regulations of Laws of Land with respect to the collection of payments and route the payments only through the Escrow Account of the Project provided by the Developer.
- 5.3 The Agent shall send a written request to the Developer in case they are able to find a prospective Purchaser for the Unit and the Developer shall have rights to reject the introduction / sale of the Unit in case the Developer has already found/agreed with other prospective Third Party Purchasers. The written notice shall specify Third Party Purchase Price of the relevant property, name and address of Third-Party Purchaser including passport and company documents and the time and date on which the Agent or its authorized representative will attend the office of Developer.
- 5.4 The Agent shall introduce the prospective Third-Party Purchasers of the Unit to the Developer and only on materializing the sale of the Unit through the Agent, and the Third Party Purchaser paying the required Payment as per that specific project of Total Sales Value of the Unit along with the Oqood Fees and registration charges, the Agent shall be entitled for Commission as specified in this Agreement. All the documents of the prospective Third Party Purchasers shall be subject to due diligence, Anti Money Laundering (AML) compliance and verification from the Legal Counterpart of the Developer.
- 5.5 The Agent or its authorized representative on the date as confirmed by the Developer shall attend the office of Developer along with the Third Party Purchaser's documents, cheques from the Third Party Purchaser for the relevant amount due in respect of the Payment Plan; managers cheques for the applicable registration fees at the DLD and on receiving the same The Developer shall deliver to the Agent (or its representative) the SPA (in duplicate) filled out with the details provided in the Sale Notice and a receipt evidencing payment by the Third Party Purchaser of the amount paid.
- 5.6 The Agent shall as soon as reasonably practicable upon receiving the SPA, forward the same to the Third Party Purchaser for his signature and return directly to the Developer within 10 days of receiving the SPA by the Agent and the Developer on receiving the SPA within the stipulated timeline shall promptly register the Third Party Purchaser's interest in the relevant Property in accordance with applicable property registration laws.

6. COMMISSIONS

In consideration for the Agent carrying out the services as specified in this agreement, the Developer agrees to pay Commission the percentage of which may be ranging from 5 - 7% (Five to Seven Percentage) project to project to the Agent as and when the same becomes due in the manner as mentioned below: -

6.1 The Agent shall only be entitled to the Commission:

- (i) upon a SPA being executed by a purchaser (introduced to the Developer by the Agent) and the Developer; and
- (ii) upon receipt of 20% from the third-party purchaser; and
- (iii) upon receipt of 4% DLD registration fee and Administration fees of the total sale price from the Third-Party Purchaser; and
- (iv) subject to the Agent Guidelines; and
- (v) subject to the terms and conditions contained in this Agreement, the Appointment and any written directions issued by the Developer's Representative, and the Agent's compliance therewith.

6.2. The Commission shall only be paid to the Agent's Bank Account and in UAE Dirhams (AED). All costs (including bank transfer charges) relating to payment of Commission shall be borne by the Agent.

6.3. The Developer shall be entitled to set-off from any Commission any amounts due from the Agent to the Developer or any Affiliate (whether under this Agreement or otherwise) as at the date of the Commission payment.

6.4. Any Commission payable under the terms of this Agreement shall be inclusive of all fees, taxes including 5% VAT and 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 agrees to indemnify the Developer against any and all consequences occurring from the failure to pay such amounts; and the Agent 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.

6.5. Where a Third Party Purchaser defaults on any payments due under an SPA, the Developer on its own motion shall remove them from the interim registry at the DLD in accordance with applicable laws, then the Developer shall notify the Agent that such Unit has been terminated (a "Terminated Unit") then the relevant Terminated Unit shall become a Unit again, to be retained by the Developer with the entire rights of the Unit vested with Developer. The Agent shall not be entitled for any commission on further sale of the Terminated Unit by Developer.

7. OBLIGATIONS AND ACKNOWLEDGEMENTS OF DEVELOPER:

- 7.1 The Developer and any Affiliate retain the right to provide the Services, market and/or sell any Project and/or Property themselves, and/or engage any other agents in such respect.
- 7.2 The Developer or its authorized agent shall be entitled to audit and/or investigate (upon not less than seven (7) days' written notice and during normal business hours) any documents held by the Agent in connection with this Agreement.
- 7.3 The Developer shall provide the Agent with all such reasonably required information, specifications, unit plans, payment schedules, floor plans, brochures and other sales documentation and assistance necessary to enable the Agent to perform its obligations and provide the Services under this Agreement.

8. OBLIGATIONS AND ACKNOWLEDGEMENTS OF THE AGENT:

- 8.1 The Agent must: (i) obtain and maintain at its own expense throughout the Term the Required Approvals and provide the same to the Developer upon request; (ii) immediately notify the Developer of any amendment, extension, renewal, revocation or any other matter affecting the Required Approvals, and any changes to any company information; (iii) upon the Developer's written request, promptly provide the Developer with details (to the satisfaction of the Developer) of all Agent's Representatives and, upon the Developer's written request, remove any Agent's Representative from the provision of the Services; (iv) comply with the Agent Guidelines and all other directions and instructions of the Developer and the Developer's Representative (including liaising with purchasers when requested by the Developer); and (v) comply with the Applicable Data Protection Law in relation to Processing Personal Data (and all related directions as may be issued by the Developer to the Agent from time to time).
- 8.2 Notwithstanding Clause 8.1, the Agent: (i) warrants that it is, and undertakes that it shall always be, duly authorized by all relevant authorities to enter into this Agreement and to perform the Services; and (ii) undertakes not to perform any Services at any time when it does not hold all of the Required Approvals.
- 8.3 The Agent undertakes not to appoint any sub-agents and/or sub-brokers at any time without the written confirmation of the Developer.
- 8.4 The Agent agrees not to collect any or the entire purchase price of a Unit from a "Third Party Purchaser" in its own name.
- 8.5 The Agent shall at no time convey to the Third-Party Purchaser that it is in partnership with, the Developer, or that it has any authority other than as expressly provided in this Agreement.

- 8.6 The Agent shall not make any representation or give any representations, warranty or guarantee in respect of a Unit without the prior written consent of the Developer.
- 8.7 The Agent will communicate accurate information to potential purchasers and shall comply with the Marketing Guidelines (including, when applicable, obtaining prior approval via e-mail from the Developer's Representative on the principle, form and content of any advertising, marketing and promotional activity of any format prior to launching or publishing the same, and/or in relation to the use of any Intellectual Property, and shall immediately inform the Developer of any actual or threatened infringement of the Intellectual Property of which it becomes aware). The Agent further confirms that they shall indemnify the Developer from any misuse or violation, or fines imposed by any competent authorities for such marketing done by the Agent if the same is done in violation of the laws and regulations.
- 8.8 The Agent hereby confirms that the Reservation Forms /Sales Purchase agreement shall only be signed by the Developer or their representatives and any Sale Purchase Agreement shall only be valid on the signature of the authorized representative of the Developer.
- 8.9 The Agent shall ensure that the Developer is provided with the Correct and updated Communication Address of the Third Party Purchasers introduced by the Agent and shall also confirm to be their bounden duty to notify the Developer about any change of the Communication address of the Third Party Purchasers to enable the Developer to follow-up payments with such Third Party Purchasers.
- 8.9 In respect of any Personal Data, the Agent undertakes to the Developer to only process the Personal Data in accordance with Schedule 2 entered into by the Parties.
- 8.10 If Individual Data is exchanged between (i) the Agent and (ii) the Developer or an Affiliate, the Agent must not, by act or omission, breach its obligations under the GDPR and/or cause the Developer or the Affiliate (as applicable) to breach its obligations under the GDPR, whether such breach is in relation to the Individual Data or otherwise.

9. TERM AND TERMINATION:

- 9.1.** This Agreement will come into effect on the Effective Date and will continue for the Term, subject to termination in accordance with Clause 9.2. Renewal of this Agreement shall be at the sole discretion of the Developer.
- 9.2 The Parties agree that the Developer may terminate this Agreement:
- (a) immediately upon written notice from the Developer to the Agent if the Agent commences a voluntary or is subject to an involuntary case or other proceeding seeking liquidation, re-organization or other relief with respect to itself or its debts or enters into a compromise for the benefit of creditors, bankruptcy, insolvency or other similar event.

- (b) immediately upon written notice from the Developer to the Agent, in the event that any license, consent or permission issued to the Agent by RERA and/or DLD or any relevant authority is revoked, cancelled or otherwise withdrawn by RERA and/or DLD or any relevant authority.
- (b) immediately upon written notice from the Developer to the Agent without cause or the requirement to provide a reason or any notice, court order or other action.

9.3 If this Agreement is terminated: (i) all Appointments will also be automatically terminated without the need for any notice, court order or other action; (ii) from the date of termination the Agent will cease to have any further entitlement to the payment of the Commission pursuant to this Agreement or any Appointment (save for where such Commission is due as a result of the purchaser's offer to purchase the relevant Property being received by the Developer prior to the date of termination); (iii) the Agent, at its own cost, agrees to return all documentation and Intellectual Property supplied to the Agent under this Agreement; (iv) no compensation will be payable to the Agent; and (v) the Agent will have no claim and will not take any action or recourse against the Developer or any Affiliate in respect of such termination.

9.4 The Agent expressly acknowledges and agrees that it consents to the Developer's entitlement to terminate this Agreement pursuant to Clause 9, and such right in favor of the Developer is granted in accordance with the principles of Article 218(2) of the UAE Civil Code, and such consent and mutual agreement is given within the meaning of Article 267 and 271 of the UAE Civil Code. The Agent agrees that the Developer shall be entitled to exercise all its rights without the need to obtain a court order in accordance with Article 267 or 271 of the UAE Civil Code. Without prejudice to Clause No 9.3 of this Agreement, the Agent shall not be entitled to any commissions for any Unit that has been sold, if this Agreement is terminated by the Developer due to the breach committed by the Agent or violating any of the terms and obligations set out in of this agreement.

10. CONFIDENTIALITY

The Agent shall: (i) keep this Agreement and any information relating to and/or disclosed at any time by the Developer or any Affiliate strictly confidential and agrees not to give or disclose such to any third party, save to its professional advisors, or (if lawfully required) to relevant authorities, or where authorized in writing by the Developer; (ii) safeguard the interests of the Developer and any Affiliate and not commit any act or omission that is detrimental to the Developer or any Affiliate; and (iii) immediately declare in writing to the Developer any actual or potential conflict of interest relating to the Developer or any Affiliate or the provision of the Services.

11. WAIVER AND INDEMNITY

The Agent indemnifies and agrees to keep the Developer and the Affiliates, and their respective officers, employees, agents and contractors indemnified against (without limitation) all loss, damages, costs, claims, fines, proceedings liabilities, actions, demands and expenses whatsoever (including any liability for legal fees and expenses) incurred or suffered by any or all such

persons arising out of or in connection with the Agent's (which includes the Agent's Representatives and its contractors): (i) act, omission, negligence, misconduct, misrepresentation, dishonesty or fraud; (ii) default of any of the Agent's obligations under this Agreement; and/or (iii) breach of any express or implied condition, warranty or any other term under applicable law or under any provision of this Agreement;

Neither the Developer nor the Affiliates will in any circumstances be liable to the Agent, for any direct or indirect loss of profit or revenue or any punitive, special, indirect, incidental or consequential loss of any nature whatsoever, howsoever incurred, including without limitation, any loss of data, opportunity, contracts, business, or goodwill.

12. ASSIGNMENT AND SUB-CONTRACTING:

12.1 Neither this Agreement nor any of the Agent's rights or obligations contained hereunder may be assigned by the Agent. The Agent is strictly prohibited from instructing or employing a sub-agent to carry out any of the Agent's obligations under this Agreement (unless and to the extent that the Developer gives its written consent).

12.2 The Developer is entitled to assign this Agreement or any part of this Agreement without consent from the Agent.

13. MISCELLANEOUS:

13.1. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all previous offers, proposals, agreements and other written and oral communications in relation thereto.

13.2. AMENDMENT:

This Agreement may be amended, modified, altered, or supplemented only by the written mutual agreement of the Parties. No amendment, modification, or alteration of this Agreement will be binding unless it is in writing and signed by the Parties.

13.3. BINDING EFFECT:

This Agreement is binding and shall inure to the benefit of the Parties and their respective successors and assigns.

13.4. NOTICE:

Any notice or other communication to be made hereunder or in connection with this Agreement shall be in writing in the English language and shall be delivered personally or by post, email or facsimile transmission to the respective addresses and facsimile numbers specified below or such other addresses or facsimile number as the recipient may have notified to the sender in writing.

Notices to Developer shall be sent to:

- Name: Mr. Sudais Moti
- Address: MAK, offices 127-129, Palladium Building, Al Quoz 3
- Mobile: +971 50 548 9916
- Email: admin@makdevelopers.com

Notices to Agent shall be sent to:

- Name:
- Address:
- Mobile:
- Email:

14. GOVERNING LAW

This Agreement is governed by and shall be construed in accordance with UAE .The Parties agree that any legal action or proceeding with respect to this Agreement shall be subject to the exclusive jurisdiction of the Courts of Dubai.

15. OWNERSHIP CHANGE

If in case of any change in ownership of the Agent, the same need to be intimated to the Developer and in failure to intimate the same the agreement shall be terminated, and the Agent shall not be entitled to claim any commissions for any sale of the Unit carried out from the date of change in ownership of Agent company.

16. MONEYLAUNDERING AND SANCTIONS-

The Agent represents, undertakes, and warrants to the Developer that:

- a.) They have met all the Anti Money Laundering Compliance requirements including the KYC requirements and done the required due diligence with respect to the funds of the Buyer utilized for the payment of the Purchase Price of the Units to ensure that the funds are derived from legitimate sources and are not related to proceeds of crime or money laundering or from a Sanctioned Person or a Sanctioned Country, either directly or indirectly;
- b.) neither the Buyer, nor any director or officer of the Buyer, is a Sanctioned Person; and
- c.) the Unit shall not be used by the Buyer for any activities, business, transactions or dealings with, or for the benefit of any Sanctioned Person or in any Sanctioned Country, unless permitted by applicable Sanctions Laws

IN WITNESS WHEREOF each of the Parties hereto has executed this Agreement on the day and year first written above.

Signed for and on behalf of)
DEVELOPER:) Signature.....
M/s. Sudais Moti.....)
) Designation **Co-Founder & Coo**

WITNESS) Signature.....
In the presence of:)
) Name **Justin Diango**.....
)
) Designation **Sales Administrator**

Signed for and on behalf of)
AGENT:) Signature.....
M/s......)
) Designation.....

WITNESS) Signature.....
In the presence of:)
) Name.....
)
) Designation.....