



NON – EXCLUSIVE AGENCY AGREEMENT



Non Exclusive Agency Agreement

This Agency Agreement (hereinafter referred to as the “Agreement”) has been executed on the ____ day of _____, 2021 by and between:

Vincitore Real Estate Development LLC, a limited liability company incorporated in the Dubai , UAE under registered number 1118 and whose registered address is at P.O. Box 123519, Dubai, UAE herein represented by **Mr. Jigar Patel** (hereinafter referred to as the “**Developer**”); and

_____, a company registered in _____ with commercial registration no. _____, and their registered office at _____, and a postal address of P.O.Box _____, represented by _____ Email Id _____ and Contact No. _____ in the capacity of _____

(Hereinafter referred to as the “**Agent**”). (Each a “**Party**” and collectively referred to in this Agreement as the “**Parties**”).

WHEREAS:

The Developer is developing a planned residential project known as “**Vincitore Benessere**” (the “**Project**”) with **RERA Project ID 2149** in the Dubai, and wishes to sell certain properties/units within the Project as will be provided from time to time to the agents (the “**Property(s)**”) through non-exclusive agreement;

The Agent is a specialized agency company and wishes to provide selling services to the Developer on a nonexclusive basis as specified in this Agreement (the “**Services**”);

NOW THEREFORE it is hereby agreed by and between the Parties on the following terms and conditions:

1. In providing the Services, part of the Agent’s role would be to identify and contact prospective purchasers (hereinafter referred to as the “**Client(s)**”) and to introduce them to the Developer with the object of selling them a Property.
2. The Agent would have no authority to facilitate an agreement for the sale of any Property for the Client.
3. In consideration of the Services provided by the Agent, and only in return of a successfully completed transaction of sales of the Property, the Developer hereby agrees to pay the Agent a commission of the total amounts of the sales value. The Commission percentage shall be variable and shall be informed to the agent from time to time.
4. The Commission pay-out shall be as per the below mentioned schedule:
 - A. **50% of the commission will be paid upon signing of Reservation Agreement + Receipt of all PDC Cheque (If Required)**
 - B. **Balance 50% commission will be paid upon signing of the Oqood Agreement.**

The commission will be paid by the Developer within 14 working days of receipt of an invoice from the Agent.

5. The agent acknowledges that any commission payable under the terms of this agreement shall be inclusive of all fees, taxes including VAT or other deduction 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 if only applicable now or in Future.

6. The agent shall neither offer any type or inducement (monetary or non-monetary) nor shall any part of its commission with any employee of Vincitore.

Developer Initial.....

Agent Initial.....



7. The Agent is aware and acknowledges that the Developer has engaged the services of other sales agents (internally within the Developers organization and/or externally) in relation to selling the Property; and accordingly the Agent shall not be eligible to earn any commission under clause 4 above if the prospective buyer/client is already in negotiations with the Developer. The Agent further acknowledges that the agent who is present at the time when the deal is concluded (i.e. payment of a deposit and signature of the Reservation Agreement /Sales and Purchase Agreement) is the agent from the particular company that will be entitled to the sales commission.

8. Payments related to the Property should be made directly by the Client to the Developer. The Agent commits and undertakes not to accept under any circumstances cash payment and/or cheque(s) payable in the name of the Agent for the Property (and/or any other form of payment).

9. The Agreement shall be commencing on the date of signature and shall continue to be in force for a period of 12 months, or till all the available Properties as advised by the Developer have been sold, whichever occurs earlier. This Agreement may be renewed by mutual written consent of both Parties for successive term(s) for duration(s) to be agreed upon by the Parties at the time of renewal.

10. The Developer shall be entitled to terminate this Agreement immediately if the Agent commits a breach of any of its obligations under this Agreement and, if such breach is capable of being remedied, neglects or otherwise fails to remedy such breach within a period of two (2) days after being requested to do so by the Developer.

11. Either party may terminate this Agreement by giving the other party seven (7) days written notice prior to termination without reason and without any objection and/or claims from the other Party.

12. In case of termination of the Agreement for any reason, the Agent undertakes to return to the Developer any and all documentation related to the Project submitted to them for the performance of their Services.

13. The Parties agree that they will maintain utmost confidentiality about the terms of this Agreement unless disclosure is required by law and/or any competent authority having jurisdiction to call for such information.

14. The Agency shall be required to conduct background checks of its employees, agents, representatives, Clients and Customers for sound screening, financial capabilities and criminal background. The Agencies also expressly agrees that they have evaluated their customers thoroughly and shall be responsible for any criminal activities, money laundering act or any act of default in payments or any other referenced statutes and standards established authorities in UAE.

To Agent:

To Developer: Vincitore Real Estate Development LLC, PO Box: 123519, Dubai - UAE

14. The agent agrees and understands that the intellectual and industrial property rights owned by Vincitore in any way whatsoever, whether or not copyrightable or patentable, including without limitation: all designs, names, trademarks, logos, models, images, characters, symbols (all together the "Intellectual Property") are the sole exclusive property of Vincitore. The agent is further expressly prohibited from using or associating himself with any of the Intellectual Property for any purpose whatsoever, including without limitation, using any of the Intellectual property in any publicity or in any publicly accessible manner unless Vincitore expressly authorize him in writing to do so. Further, the agent shall not engage in any activity at the unit that could adversely affect, jeopardize or diminish the validity and goodwill of the Intellectual property or of Vincitore's Image and reputation.

15. This Agreement represents the entire understanding between the Parties hereto in relation to the subject matter hereof and supersedes all prior commitments, agreements and representations made by either Party whether oral or written.

Developer Initial.....

Agent Initial.....



In witness of above, both Parties have signed the Agreement: For and on behalf of “Developer” For and on behalf of the “Agent”

Developer Signature

Agent Signature

Name

Name

Signature

Signature

Witness Name

Witness Name

Witness Signature

Witness Signature

Schedule - 1

List of Documents to be submitted along with the Agency Agreement.

Required Documents from Agency:

1. Trade License copy of the Company
2. Specimen of Authorized Signatory
3. Authorized signatory passport and visa copy
4. POA of the owner to Authorized Signatory (if not in trade license)
5. Valid RERA registration ORN (If Required)
6. Valid RERA registration BRN (If Required)

Developer Initial.....

Agent Initial.....