**AN AGREEMENT** made this ……… day of …………………….., 1999 **BETWEEN** KURIA HOLDINGS of P.O. Box 46556, Nairobi [hereinafter referred to as “the agent”, and which expression shall where the context so permits include its officers and assigns] of the one part and S NAJAM UL HASAN of P.O. Box 39119, Nairobi [hereinafter referred to as “the sub-agent”] of the other part

**WHEREBY IT IS AGREED** as follows:

In consideration of the sub-agent procuring or facilitating the sale of any property by the agent, the agent shall pay or allowed to be paid to the sub-agent a commission of forty percent [40%] of the total estate agent’s commission obtained on such sales.

The agent will also be entitled to all rates and taxes chargeable under the laws of Kenya including V.A.T. and where such taxes are paid upfront by the agent it will be entitled to an indemnity by the sub-agent which will be charged out of any commissions payable to the sub-agent.

Any such commissions on the sale of the aforesaid properties shall be paid directly to the agent before any apportionment pursuant to this agreement is to be made.

Alternatively, once the said commissions are ascertained and verified the agent may, at its discretion accept its share of the commissions under this agreement to be paid by a bankers cheque directly to the agent by the seller’s advocate or agent.

**IN WITNESS WHEREOF** both parties have hereunto set their hands or caused their seal to be affixed.

SHADRACK KURIA on }

behalf of Kuria Holdings }

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S. NAJAM UL HASAN }

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