



NONEXCLUSIVE SELLING AGENCY AGREEMENT

This selling agency agreement [hereinafter known as “Agreement” is made on in Dubai, United Arab Emirates:

Between:

1. **Emirates Properties**, here after known as “First Party” a company organized and existing under the laws of UAE Trade License 94705, having its place of Business at Ajman United Arab Emirates, with its address P.O. Box no. 6666, Tel: +971 6 747 8177 Represented by **Mr. Mohammed Hegazi** in his capacity as Managing Director.

AND

2.- here after known as “Second Party” a company organized and existing under the laws of UAE Trade License, having its place of Business at Dubai, United Arab Emirates, Tel:..... Represented by in his capacity as General Manager.

ON THE BASIS THAT;

The first party wishes to establish a nonexclusive selling agency agreement with the Second party in which the latter will promote and sell residential and commercial property units [hereinafter known as “Units” which is either developed, owned, or have an exclusive selling wright by the first party to its customers on an individual or bulk basis.

NOW THEREFORE this agreement witnesses as follows;

SPECIFICALLY AGREED TERMS BETWEEN THE PARTIES

1. The second party is not allowed to collect the payment in any form on behalf of the first party.
2. The second party may introduce its prospects / customers to the First party by notifying the First party in advance by e-mail or by SMS. Once an introduction is made, sale commission on the basis specified by first party would be payable to the second party upon the subsequent sale of the Specific/Particular property units to any of the buyers introduced by the Second party to the first party.

1st Floor, R Holding Building
Sheikh Khalifa Bin Zayed St
Ajman, UAE

t: +971 6 707 3888
f: +971 6 747 6666
e: info@epgroup.ae

epgroup.ae



3. In case of any conflict of interest about the right of getting the commission between the second party and the other party, the first party has the right to resolve this conflict, and its decision will be considered the final.
4. When the sale agreement is realized between the first party and the buyer introduced by the second party, the second party would be eligible for a sales commission [hereinafter referred to as the “commission” as under:

Emirates Properties shall pay the Broker a commission equal to (5%) of the Net Price specified under the relevant agreement to purchase real estate property.

The commission rates can be varied depending on projects, to be confirmed in a written for any new project launched by First Party.

- The above commission calculations will be accumulated on a monthly basis from the 1st of every month to the last day of each calendar month.
 - A sale for this purpose would be deemed to occur as and when the reservation form is executed and the full initial Minimum Deposit as indicated in the relevant Sale agreement has been received in the designated bank account of the First Party, and the return of the sale agreement duly signed and completed by the buyer, to the "First Party".
 - The rates and slabs for commission as above are subject to review from time to time, provided a written notice is given by the "First Party".
5. The commission due to the agent would be payable by the First Party in the next calendar month of receipt of the first installments and not less than 20% of the purchase value of the sales with 4% DLD fees and purchase agreement and other related documents by the buyer and the First Party.
 6. In case the buyer fails to pay the first Installment / Minimum Deposit of 20% of Net Sale Value in full with 4% DLD fees, no commission will be payable to the agent in terms of clause 5 above.
 7. The agent is aware that the First Party has engaged the services of other sales agents also. Therefore, the agent shall not be eligible to the commission under clause 3 above if the prospective buyer has already been in direct contact with the First Party or been introduced by any other sales agent - whether in the employment of the First Party or otherwise.



8. The agent shall submit a client registration form on or before the prospective buyer visits the site/sales office of the First Party and submit the same to the designated staff member of the First Party to keep a record of all prospective buyers introduced by the agent.
9. The agent shall check availability of the specific unit with the First Party before giving any commitment to the prospective buyer. Upon confirmation of the sale by the buyer, the agent shall forward the apartment reservation form duly signed by the buyer along with the cheque for initial deposit as required by the First Party from time to time for formal acceptance and allocation of the identified apartment to the buyer. The agent would also co-ordinate completion of the sale agreement and collection of all required documents from the buyer.
10. The agent has assured the First Party that:
 - None of the employees of the First Party is a relative or partner of the agent.
 - The agent shall inform the First Party in writing as and when any employee of Emirates Properties becomes a relative or partner of the agent.
 - The agent shall neither offer any type of inducement [monetary or non-monetary] nor shall share any part of its commission with any employee of the First Party.
11. The agent would not be entitled to any other remuneration or reimbursement of expenses, any other liability arisen during the selling procedure e.g litigation, if any, incurred by him for performing its function under this agreement.
12. The agent would not release any advertisement or conduct any publicity campaign without having the prior written consent of the First Party.
13. The agreement shall be operative for a period of 12 months from the date hereof for the current as well as future projects of the First Party. Upon expiration of the 12 month-duration period, the agreement shall be automatically renewed for the same duration unless terminated



14. Emirates Properties may give notice in writing to the Broker to termination this agreement with immediate effect if:
- The Broker commits any breach of any of its material obligations provided for under the terms of this Agreement and that breach (if capable of remedy) is not remedied within fifteen (15) working days of notice being given by Emirates Properties.
 - There is a change of Control of the Broker;
 - The Broker hereby irrevocably undertakes that it shall NOT at any time pay, promise to pay, or authorize the payment of any money or anything of value, directly or indirectly, to any employee of Emirates Properties for any purpose whatsoever. In the event of a contravention of this provision, the Broker hereby agrees that it shall, on receipt of a legal notice from Emirates Properties, forfeit the right to claim or demand all Commission it is entitled to receive and within seven (7) days of receiving such legal notice from Emirates Properties, repay Emirates Properties all Commission it has received as reasonable pre-estimated liquidated damages with immediate effect. In addition, Emirates Properties reserves the right to take all action available to it under law to protect its rights and reputation.
15. First party can terminate the contract at any time without any prior notice.
16. For Official Communications

For Emirates Properties:	For Agent:
Mr. Mohammed Hegazi	Name:
Tel: +971 6 707 3888	Tel. No.+ 971
Fax: 971 6 747 6666	Fax No.
E-Mail: info@epgroup.ae	E-mail:
P.O.Box: 6666, Ajman	P.O.Box:

1st Floor, R Holding Building
Sheikh Khalifa Bin Zayed St
Ajman, UAE

t: +971 6 707 3888
f: +971 6 747 6666
e: info@epgroup.ae

epgroup.ae



17. The designated bank by the First Party as follows:

Name : Emirates Properties
Bank : Ajman Bank
Account No : 011102719013
IBAN : AE620570000011102719013
Swift Code : Ajmnaej
City : Ajman

18. The agent hereby authorizes the First Party to remit the commission payable under this agreement by an “account payee” cheque or by remittance to the bank account of the agent as under: Payment will be made to the agents corporate accounts only:

IBAN :
Account Number :
Name :
Name of the Bank :
City : Dubai

19. Second Party agrees that they would 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.



20. In the event of this agreement is executed in a bilingual form and if any inconsistency is found between the two versions, the English version of the agreement would prevail.
21. Any dispute or disagreement between the First Party and the agent on any provision of this agreement, both parties will appoint a conflict resolution committee having not more than 3 members to resolve the conflicts. Inability to mutually resolve the dispute by the First Party and the agent, The Courts of the Emirate of Dubai shall have jurisdiction to consider and settle any disputes, which may arise from the execution or interpretation hereof.
22. This Agreement shall be governed by, and construed in all respects in accordance with the laws in force in the emirate of Dubai and the United Arab Emirates. Any dispute arising out of or in connection with this Agreement shall be referred to the courts of Dubai for final settlement.
23. VAT is applicable as per law.



EMIRATES
PROPERTIES

In witness of above, both the parties have signed the agreement as under:

For and on behalf of the “Emirates Properties” For: **Emirates Properties L.L.C**

Signature:

Name : **MOHAMMED HEGAZI**

For and on behalf of the “Agent”

For:

Signature:

Name:

1st Floor, R Holding Building
Sheikh Khalifa Bin Zayed St
Ajman, UAE

t: +971 6 707 3888

f: +971 6 747 6666

e: info@epgroup.ae

epgroup.ae