

To,  
**DOWIN REAL ESTATE AGENCY E(2)0157**  
7-01, Jalan Permas 10/1,  
Bandar Baru Permas Jaya,  
81750 Johor Bahru.  
Tel : 07-3861988 Fax : 07-3863233

**LETTER OF AUTHORITY TO SECURE A PURCHASER**

\* I / We \_\_\_\_\_ NRIC \_\_\_\_\_ of \_\_\_\_\_ hereby grant you an  
' IRREVOCABLE RIGHT AND AUTHORITY ' to secure a Purchaser to purchase my property known  
as \_\_\_\_\_  
\_\_\_\_\_ ( hereinafter called ` the said Property )

1. The terms of the Sale of the said Property shall be as follows : -
  - a) The selling price of the said Property shall be RM \_\_\_\_\_ ( Negotiable / Not Negotiable )\*.
  - b) The Earnest Money to be paid by the Purchaser shall be \_\_\_\_\_ % of the Selling Price as stated above which I / We hereby authorize you to act as Stakeholder and to accept on my / our behalf the Earnest Deposit and to deduct there from the full fees due to you.
  - c) The deposit to be collected upon signing of the Sale and Purchase Agreement with the Purchaser shall be \_\_\_\_\_% of the Selling Price as stated above.
2. The authority hereby given shall be on EXCLUSIVE / SOLE / ADHOC \* AGENCY basis.
3. This authority given shall be valid for the period from \_\_\_\_\_ to \_\_\_\_\_ and shall be deemed renewed for a period equivalent to the original terms unless either party gives written notice of termination.
4. You shall be entitled to your Professional Fees as stated under PART ONE of the Schedule shown overleaf under the heading " ENTITLEMENT TO PROFESSIONAL FEES " .
5. \* I / We hereby undertake to pay you, your professional fees as provided in the Rules of the VALUERS, APPRAISERS AND ESTATE AGENTS RULES 1986, that is : -
  - a) 2.75 % on the first RM500,000.00
  - b) 2 % on the residue over RM500,000.00
6. You shall at your sole and absolute discretion be entitled to advertise the Sale in howsoever manner you may wish to.
7. I / We hereby warrant and affirm that this " Letter of Authority shall be binding on my / our nominees, heirs, representatives, assignees and successors-in-title.
8. This authority is given to you in \* my / our company's capacity as : -
  - a) Registered proprietor.
  - b) Duly authorized representative pursuant to a Power of Attorney.
  - c) Trustee for the legal owner ( s ) who is / are \_\_\_\_\_ .

WITNESSED BY

SIGNATURE : \_\_\_\_\_  
NAME : \_\_\_\_\_  
NRIC : \_\_\_\_\_  
DATE : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_  
NAME : \_\_\_\_\_  
NRIC : \_\_\_\_\_  
DATE : \_\_\_\_\_

\* I acknowledge that I have read and understood this agreement including the important information on the reverse side and have received a copy.

## **EXPLANATORY NOTES A**

### **TYPES OF AGENCY**

- (i) **EXCLUSIVE AGENCY** - This refers to the instruction from a client to a single registered estate agent to act on his behalf. The client may make introductions but will leave the closing of the transaction to the registered estate agent.
- (ii) **SOLE AGENT**- Just as in exclusive agency, a single registered estate agent is engaged. The client may, however, wish to reserve the right to close deals in addition to making introduction or an arrangement may be made for a discount in fees where the client plays an active role.
- (iii) **SOLE JOINT AGENCY** - This is a variation of the Sole Agency. The registered estate agent works together with the client as a team and the fee is divided on a pre-agreed formula. The client has the flexibility to compensate additional registered estate agents and at the same time maintain the advantage of having one registered estate agent in control.
- (iv) **JOINT AGENCY** - This is where more than one registered estate agent is appointed and only the registered estate agent who closes the deals gets paid. The number of agents appointed is limited and each is aware of the appointment of the others.
- (v) **AD HOC BASIS** - In this case, the client can engage an unlimited number of registered estate agents on an adhoc basis and fees are paid only on successful introduction.
- (vi) **CO-AGENCY** - This is where the owner agrees with the principal estate agent that he can enlist the services of another agent(s) and share the agency fees accordingly. Co-agency can exist only when the principal estate agent is appointed on an exclusive agency basis.

## **EXPLANATORY NOTES B**

- (a) If the principal to the estate agent aborts the deal either after the signing of an unconditional Sale and Purchase Agreement or Letting Agreement or after a conditional agreement becomes unconditional, then the estate agent is entitled to the full estate agency fee.
- (b) If the other party to the deal aborts and the principal to the estate agent forfeit the deposit or receive compensation, the estate agent is entitled to claim 50% of the full fee or 50% of the forfeited deposit / compensation received, whichever is the lower.