

IMPORTANT NOTE

All payment of earnest Deposit, Fees and Disbursements shall be made payable to **Firdaus & Associates Client's Account**. All cash payment is to be made direct at our office.

**APPOINTMENT TO ACT AS AN AGENT
(TO SECURE A PURCHASER)**

I/We: _____ NRIC No. _____ on this date _____
of _____ (postal address) do hereby

appoint you secure a purchaser of my/our property(hereinafter referred to as the "Property"), the particulars of which are as follow:-

Subject Property

POSTAL ADDRESS: _____

Titles Particulars: _____

Tenure: _____ -Year Expiring On _____

Accommodation: Bedrooms: _____ Bathrooms/WC: _____ Living: _____ Dining: _____

Kitchen: _____

Area: Land Area: _____ Floor Area: _____

In acting as the Estate Agent you are permitted to display signboards/advertise in the media and internet and sent out flyers, subject to the following terms:-

1. The Asking Price of the said property shall be Ringgit Malaysia _____ (RM _____) only or such other sum as may be subsequently agreed to by me/us as Vendor(S) subject to the following payment terms and conditions:-
 - a) Earnest Deposit on acceptance of offer **3.0%** of the selling/concluded price (which i/we hereby authorize you to act as stakeholder and accept on my/our behalf the Earnest Deposit and deduct there from the full estate agency fees due to you.)
 - b) On signing of sale & purchase agreement **7.0%** of selling/Concluded price.
 - c) After signing, the balance to be paid within **90 days**.
 - d) *with/without vacant possession.
 - e) Other terms and conditions include:-

2. This appointment is on the basis of * Exclusive/sole/sole joint/joint/Ad Hoc.(Please refer to **Explanatory Notes Part Two** overleaf under the headings "**TYPES OF AGENCY**")
3. This appointment shall be valid for _____ *days/months from the date of appointment ending ____/____/20____ and thereafter an indefinite period until terminated or revoked in writing by me/us. You shall be entitled to your Estate Agency Fees payable upon signing of the sale and Purchase Agreement as stated under **Explanatory Notes Part Three** shown overleaf under the heading "**ENTITLEMENT OF ESTATE AGENCY FEES**", and 5% Government Service Tax on all fees payable.
 - a) I/We hereby undertake to pay you, your professional fees as provided in the Rules made under section 32 of the VALUERS, APPRAISERS AND ESTATE AGENTS ACT 1981

Rule 48(a) of the VALUERS, APPRAISERS AND ESTATE AGENT RULES 1986 (as amended) provides the scale of fees to be charged by registered estate agents for their professional services for the sale and purchase of Land/Buildings shall be:-

I) 2.75 % on the first RM 500,000.00

II) 2 % on the residue over RM 500,000.00

Plus 5 % Government Service Tax payable under section 14 of the Service Tax Act 1975

- b) You are also entitled to:-
 - i) costs of printing, plans, copies of documents, lithography, traveling (only where the distance between the agent's office and the property is more than 40km) and other expenses actually incurred;
 - ii) costs of media advertisements, signboards, brochures, internet service or other promotional materials;
 - iii) costs of private auction conducting a tender, open house, exhibitions, internet service and tele/electronic marketing services. Total costs under (4b) 1) 2) and 3) shall not exceed Ringgit Malaysia _____ (RM _____) and is payable on receipt of a statement of accounts event of the transaction not being concluded.
4. I/We hereby undertake to indemnify you against all losses/damage suffered by you due to any error and/or misrepresentation on my/our part howsoever caused.
5. I/We hereby warrant and affirm that this "Appointment To Act As An Estate Agent" shall be binding on my/our nominees, heirs, representatives, assignees and successors-in-title.
6. The Explanatory Notes shown Overleaf shall be construed as an integral part of this appointment.
7. this appointment is given to you in *my/our capacity as the :-
 - i) *registered proprietor
 - ii) Attorney of the registered proprietor pursuant to a Power of Attorney dated the _____ day of _____ (month) _____ and registered at the _____ High Court Registration No. _____
 - iii) Trustee for the legal owners who are _____

I acknowledge that I have read and understood this agreement including the Explanatory Notes attached and have received a copy.

SIGNATURE :

NAME : _____

DESIGNATION : _____

COMPANY STAMP :

DATE : _____

TEL NO. : _____

WITNESSED BY :

SIGNATURE : _____

NAME IN FULL : _____

NRIC NO. : _____

ADDRESS : _____

CONFIRMED BY :

SIGNATURE : _____

NAME IN FULL : _____

REG. NO. : _____

DATE : _____

☐ I have read and fully understand the Terms & Conditions (next page).

Terms & Conditions

PART ONE : COPIES OF DOCUMENTS REQUIRED BY AN ESTATE AGENT

1.
 - (a) Land Titles; OR
 - (b) otherwise, Principal Sale & Purchase Agreement and all subsequent Sale & Purchase Agreement(s)
 - (c) Site Layout Plan and Floor Plan(s)
 - (d) if the said Property is charged/assigned, then further information required as follows:-
 - i. name, address and telephone no. of the Chargee/Assignee
 - ii. type and Account No. of loan granted
 - iii. amount of loan granted and redemption sum now due to the Chargee/Assignee, and
 - iv. any other information when required to assist the sale of the Property
 2. Both sides of the Vendor(s) NRIC(s), current contact address and telephone no. of person to contact for inspection.
 3. Certified True copies of the Receipts proving payment of the following in respect of the Property;
 - i. Quit Rent to the Land Office for the latest bill; and
 - ii. Assessment to the Local Authority for the latest bill
 - iii. Any other documents when required to assist the sale of the Property upon securing a Purchaser.
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PART TWO : TYPES OF AGENCY

Exclusive Agency	:	this refers to the instruction from a principal to a single estate agent to act on his behalf. The principal may make introduction but will leave the closing of the transaction to the estate agent. The principal must pay the appointed estate agent the agreed fee even if the estate agent was not the effective cause of the transaction.
Sole Agency	:	just as in exclusive agency, a single estate agent is engaged. The principal may, however, wish to reserve the right to close deals himself and is not obligated to pay the agent his fee in addition to making introductions or an arrangement may be made for a discount in fees where the principal plays an active role.
Sole Joint Agency	:	this is a variation of the Sole Agency. The estate agent works together with the principal as a team and the fee is divided on a pre-agreed formula. The principal has the flexibility to compensate additional estate agent and at the same time maintain the advantage of having one estate agent in control.
Joint Agency	:	this is where more than one estate agent is appointed and only the estate agent who closes the deal gets paid. The number of agents appointed is limited and each is aware of the appointment of the others.
Ad Hoc/Open Listing	:	in this case, the principal can engage an unlimited number of estate agent on adhoc basis and fees are paid only on successful conclusion of the estate agency transaction.

PART THREE : ENTITLEMENT OF ESTATE AGENCY FEES

Firdaus & Associates Property Professionals shall be entitled to its FEES in full at such times (as may be relevant) as follows:-

- i) Upon Vendor(s) signing the Sale & Purchase Agreement for the said Property with any intending Purchaser;
- ii) Where the intending Purchaser is introduced by Firdaus & Associates Property Professionals, enters into a Sale & Purchase Agreement even though the period of appointment has lapsed/expired/terminated at the time of signing of the Sale & Purchase Agreement; or
- iii) Where the Sale & Purchase Agreement is signed by Purchaser and Vendor(s) subsequently aborted by either party for whatever reason; or
- iv) Where the Sale & Purchase Agreement is subject to approval by any Relevant Authority including FIC, SC, Pengarah Tanah dan Galian, Pejabat Perumahan, Local Authorities and such approval is refused and /or delayed, whichever the case may be.
- v) in the event that Offer and Acceptance has been concluded (Law of Contract) prior to entering into Sale & Purchase Agreement, the intended Purchaser (either Earnest Deposit being paid or not) aborts the deal, the Vendor(s) hereby agree to pay Firdaus & Associates Property Professionals a fee equivalent to 50% of the Earnest Deposit or 50% of estate agency full fees, whichever is lower; or
- vi) In the event as (v) above, but the Vendor(s) aborts the deal, the Vendor(s) hereby agree to refund in full any Earnest Deposit (without interest) collected from the intended Purchaser and further hereby agree to pay the full fees to the estate agent.