

**LETTER OF AUTHORIZATION TO SELL**

No: ELOAS 00000467

I/ We, Sarajah A/P Kandasamy NRIC/ Passport / Co. No. 510407-10-5294 the registered/ beneficial owner(s) ("the Vendor") for the stated property known as 51 JALAN ECO GRANDEUR 12/1D  
ECO GRANDEUR

hereby appoint you EUM REALTY SDN BHD as my/ our Agency to sell the said property to any Purchaser(s) at the selling price of RM 500,000.00

(Ringgit Malaysia) Five Hundred Thousand Only

only or nearest offer to be agreed by the Vendor ("Purchase Price").

**TERMS OF AGREEMENT OF SALES:**

**A. PAYMENT MODE OF THE PURCHASE PRICE**

- 10% of the Purchase Price of the said property (inclusive of Earnest Deposit) to be paid by the Purchaser(s) upon execution of the SPA.
- The balance of the purchase price shall be paid to the Vendor(s) within ninety (90) days from the date of the execution of the SPA or date of receipt by the Purchaser(s) Solicitor of the "Developer's Confirmation / Developer's Consent / State Authority's Consent / Statutory Body Consent and/ or the issuance of the Certificate of Completion and Compliance / Certificate of Fitness, whichever is later, and whichever is applicable, failing which, the Vendor(s) shall grant to the Purchaser(s) an extension of thirty (30) days and in consideration thereof, the Purchaser(s) shall pay interest at the rate of (8%) per annum on the balance purchase price, or such sums as shall remain outstanding calculated on a day to day basis. \*Delete whichever not applicable.

**B. CONDITIONS OF TITLE & DELIVERY OF POSSESSION**

The sale of the said property is sold on an "As Is Where Is" basic, with vacant possession / without vacant possession \* (ie.legal possession and subject to an existing tenancy) and free of encumbrances but subject to all conditions of title; express or implied, in the document of title. The Vendor(s) shall deliver vacant / legal possession (subject to an existing tenancy) of the said property to the Purchaser(s) upon receipt of the full balance of the purchase price. \*Delete whichever is not applicable.

**C. PROFESSIONAL FEES & RESPONSIBILITY**

- Sale or Purchase
  - Land and Buildings - A maximum of 3% of the sale price of the property
  - Other services such as Joint Venture, Sales of Company & Property Swaps etc. - A maximum of 3% of the sale price of the property
  - Chattels including Plant and Machinery - 10% of the proceedsThe above scale applies to any sale or purchase by way of private treaty, tender or any other mode of disposal or acquisition.  
For Sales and Marketing of projects by registered estate agents the fees is to be agreed between the estate agent and the client.  
The above scale of fees shall not apply to the sale of foreign properties in Malaysia or sales of Malaysian properties in foreign countries.
- In consideration of EUM REALTY providing the service for the sale of the property, the Vendor hereby agree to pay EUM REALTY a professional fee equivalent to 2 % of the Sales Price of the said property, or a professional fee equivalent to RM 10,000.00, plus 8 % Sales and Services Tax (SST) RM 800.00 on the professional fee upon the execution of the formal Sales and Purchase Agreement ("SPA").
- EUM Realty is hereby authorized to collect and accept from the Purchaser(s) on behalf of the Vendor of the Sales Price or best offer ("Earnest Deposit") as stakeholder. EUM Realty is authorized to deduct the said agreed professional fee and 8 % SST due from the Earnest Deposit upon execution of the SPA before releasing the balance (if any) to the Vendor. In the event the said Earnest Deposit is insufficient to pay EUM Realty full professional fees and 8 % SST, the Vendor hereby undertakes and agrees to make good the shortfall immediately.
- In the event, Earnest Deposit has been paid and the sale transaction is aborted by the Vendor(s) or by the Purchaser(s) before the execution of the SPA the Vendor(s) agrees to pay EUM Realty a professional fee equivalent to 50% of the Earnest Deposit or forfeitable deposit or 50% of the agreed full fees, whichever is lesser, plus the relevant applicable SST. In the event that the SPA is signed. but subsequently aborted for any reason, the Vendor(s) nevertheless agree to EUM Realty the full fees.
- The Vendor(s) agrees to fully indemnify EUM Realty against all losses/damages or claims by the Purchaser(s) if the Vendor(s) for any reason whatsoever fails to execute, or does not proceed with the execution of the SPA after the Earnest Deposit has been paid or collected.
- The Vendor(s) hereby authorized EUM Realty to display the signboard and utilize any form of advertisement through media to promote the sale of the said property.

**D. CONDITION OF EXCLUSIVE OR NON-EXCLUSIVE**

- This exclusive authorization to sell the said property shall be valid for a period of \_\_\_\_\_ month/s and deemed renewal for a period equivalent to the original term unless either party gives notice of termination in writing.
- In the event that the said property is sold, or contracted to be sold, by the Vendor(s) personally, or through any other person, or agent other than through EUM Realty, during the Exclusive period or early termination/ revocation of this Exclusive authorization, or after the expiry of the Exclusive period, the Vendor(s) enter into a formal SPA with a Purchaser(s) who was introduced or procured by EUM Realty prior to the expiry of the Exclusive period, the Vendor(s) agrees to pay EUM Realty a full professional fee.
- The Vendor(s) hereby agree that the Vendor(s) shall not be entitled to terminate this appointment during its period of validity and in the event, the Vendor(s) shall purport to terminate whether in writing or otherwise this appointment before its due expiry.
- This authorization is on the Exclusive basic or Non-Exclusive basic. \*Delete whichever is not applicable.

The Vendor(s) hereby warrant and affirm that this "Letter of authorization to sell" shall be binding on my/ our nominee/ heirs, representative, assignees and successors-in-title.

**ACCEPTED BY VENDOR(S)**

**WITNESSED BY:**

Signature(s) \_\_\_\_\_  
Name(1) Sarajah A/P Kandasamy  
NRIC / Passport No : 510407-10-5294  
Signature(s) \_\_\_\_\_  
Name(2) \_\_\_\_\_  
NRIC / Passport No : \_\_\_\_\_  
Date \_\_\_\_\_

Signature(s) \_\_\_\_\_  
Name Theenesh A/L Veerakumar  
NRIC / Passport No : 970811-10-6261  
Date \_\_\_\_\_

Office Copy