

EXCLUSIVE AUTHORISATION TO LET

CSX-AL

I/We _____ NRIC No./Passport No.: _____

the registered/beneficial owner(s) ("the Landlord") of the property situated and known as _____

_____ ("the said Property") do hereby

appoint **CORNERSTONE XSTATE SDN BHD** ("Comerstone") to be my/our **EXCLUSIVE AGENT** for a period of six (6) calendar months, commencing from the _____ day of _____ 20 _____ and expiring on the _____ day of _____ 20 _____

("Exclusive Period") for the rental of the said Property to any Tenant(s) at the rental rate of RM _____

(Ringgit Malaysia _____ Only) or nearest offer to be agreed by the Landlord ("Rental Rate")

upon the following terms and conditions: -

1. In consideration of Comerstone providing the service for the rental of the said Property, the Landlord hereby agrees to pay Comerstone professional fees based on the table below: -

For tenancy up to 3 years	-	1.25 months gross rental
Exceeding 3 years up to 4 years	-	1.50 months gross rental
Exceeding 4 years up to 5 years	-	1.75 months gross rental
Exceeding 5 years (without option for renewal)	-	1.75 months gross rental
Exceeding 5 years (with option for renewal)	-	1.75 months gross rental plus 0.25 months rental for every additional year

Plus Sales and Services Tax ("SST") where applicable, on the said professional fee and in the following manner: -

- a) During the Exclusive Period, Comerstone procures or secures a Tenant(s) on the terms specified herein and upon the execution of the formal Tenancy Agreement ("TA"); or
 - b) During the Exclusive Period, the said Property is leased/rented by the Landlord personally or through other agent/person(s) other than Comerstone; or
 - c) During the Exclusive Period, the said Property is sold, exchanged or otherwise transferred; or
 - d) During the Exclusive Period, the said Property is withdrawn from the market or if this authorisation is revoked by the Landlord or the Landlord wilfully and persistently obstructs Comerstone from performing its obligations hereof; or
 - e) After the expiry of the Exclusive Period, the Landlord entered into a lease/rent, sale, exchange or other transfer of the property with a prospect(s) who was introduced, sourced or procured by Comerstone prior to the expiry of the Exclusive Period.
2. This exclusive authorisation shall be considered as renewed for a period equivalent to the original term unless it is terminated in writing by either party. The extended Exclusive Period shall expire at the end of the extended term unless it is renewed by the parties hereto by mutual consent and upon new terms and conditions to be agreed between the parties.
3. Comerstone is hereby authorised to accept and receive on behalf of the Landlord an Earnest Deposit of one (1.0) to one and a half (1.5) months' rental ("Earnest Deposit") as Stakeholder and Comerstone is authorised to deduct the agreed professional fees and SST from the Earnest Deposit before releasing the balance, if any to the Landlord or to bill the Landlord for any shortfall.
4. In the event the Earnest Deposit has been paid and the rental transaction is aborted by the Landlord or the Tenant(s) before the signing of the TA, the Landlord agrees to pay Comerstone a fee equivalent to 50% of the Earnest Deposit or forfeitable deposit or 50% of the agreed full fees, whichever is less.
5. The Landlord agrees to indemnify Comerstone against all losses and damages claimed by the Tenant(s) if the Landlord for any reasons whatsoever does not proceed to execute the TA after the Earnest Deposit has been paid or collected.
6. The Landlord hereby authorises Comerstone to put up a "TO LET" signboard at the said Property and advertise in any media or in any other forms/activities to promote the rental of the said Property.
7. This instruction is given to Comerstone in the Landlord's capacity as the: -
- a) Registered proprietor or beneficial owner of the said Property; or
 - b) Attorney of the owner of the said Property under the Power of Attorney dated _____; or
 - c) Personal representative (Executor or Administrator) of the owner (deceased).

SIGNED BY THE LANDLORD AND/OR (FOR AND ON BEHALF OF CO-LANDLORD)

SIGNED IN THE PRESENCE OF

NAME : _____

ADDRESS : _____

: _____

CONTACT NO. : _____

E-MAIL : _____

NAME : _____

NRIC NO. : _____

DATE : _____