

DATED 31 MAR 2021

BETWEEN

HOW ZHENG FUNG
(NRIC NO. 940427-14-6317)

["VENDOR(S)"]

AND

HELEN JATI AK BUJANG
(NRIC NO. 900330-13-8330)

["PURCHASER(S)"]

SALE & PURCHASE AGREEMENT

Prepared by:
Tan & Tan Law Chambers
No. 48-2, Jalan Metro Pudu 2
Fraser Business Park
Off Jalan Yew
55100 Kuala Lumpur
[Ref: tnt.spa.00025]

SALE AND PURCHASE AGREEMENT

AN AGREEMENT made the day and year stated in Item 1 of the First Schedule hereto **Between** the party whose name and description are stated in Item 2 of the First Schedule hereto (hereinafter referred to as "the Vendor(s)") of the one part **And** the party whose name and description are stated in Item 3 of the First Schedule hereto (hereinafter referred to as "the Purchaser(s)") of the other part.

WHEREAS: -

- a). By a written agreement made the day month and year stated in Item 4 of the First Schedule hereto [hereinafter referred to as "the Principal Sale and Purchase Agreement"] entered into between the person whose name and description are stated in Item 5 of the First Schedule hereto [hereinafter referred to as "the Developer"] of the first part, the person whose name and description are stated in Item 6 of the First Schedule hereto [hereinafter referred to as "the Principal Purchaser(s)"] of the second part and the person whose name and description are stated in Item 7 of the First Schedule hereto [hereinafter referred to as "the Proprietor"] of the third part, the Proprietor agreed to grant the Developer the right to develop and sell the hereinafter said Property and the Developer agreed to sell and the Principal Purchaser(s) agreed to purchase all that parcel of premises more particularly described in Item 8 of the First Schedule hereto [hereinafter referred to as "the said Building"] together with and subject to the terms benefits obligations and other stipulations therein contained;
- b). The Issue Document of Title has been issued and it is still registered in the name of the Developer and/or the Proprietor. The Vendor(s) are the beneficial owner of the Issue Document of Title more particularly described in Item 9 of the First Schedule hereto together with the Building as described in Item 8 of the First Schedule hereto erected thereon and the Fixtures and Fittings described in Forth Schedule hereto (which said Issue Document of Title, Building and Fixtures and Fittings shall hereinafter be collectively referred to as "the said Property");
- c). The said Property is currently charged to the financial institution as stated in Item 10 of the First Schedule hereto (hereinafter referred to as "the Vendor(s)' Financier");
- d). The Vendor(s) have agreed to sell to the Purchaser(s) and the Purchaser(s) have agreed to purchase from the Vendor(s) the said Property free from all caveats, liens charges and encumbrances with legal and vacant possession but subject to the restrictions in interest (if any) and conditions expressed or implied in the document of title to the said Property and at the consideration and upon the terms and conditions hereinafter contained;
- e). The Purchaser(s) may be applying to a financial institution (hereinafter referred to as "the Purchaser(s)' Financier") for a loan to finance the purchase of the said Property (hereinafter referred to as "the Purchaser(s)' Loan");
- f). The Vendor(s) do not intend to appoint any solicitors to represent them in this Agreement, but have nevertheless authorised the Purchaser(s)' Solicitors [as hereinafter defined] to attest their signatures in this Agreement and all other documents connected to the sale and purchase of the said Property;
- g). The Solicitors for the Purchaser(s) shall be TAN & TAN LAW CHAMBERS, Advocates & Solicitors of No. 48-2, Jalan Metro Pudu 2, Fraser Business Park, Off Jalan Yew, 55100 Kuala Lumpur ("the Purchaser(s)' Solicitors").

NOW IT IS HEREBY AGREED as follows: -

1. AGREEMENT

- 1.1 In consideration of the Purchase Price of the said Property stipulated in Item 11 of the First Schedule hereto ("the Purchase Price") to be paid by the Purchaser(s) to the Purchaser(s)

Solicitors as stakeholders in the manner and within the times as set out in the Second Schedule hereto, the Vendor(s) hereby agree to sell and the Purchaser(s) hereby agree to purchase the said Property free from all caveats, liens charges and encumbrances but subject to the restrictions in interest and all conditions of title whether expressed or implied on an "as it is where it is" basis in the document of title to the said Property at the Purchase Price and subject to the terms and conditions hereinafter contained.

2. EXECUTION OF THE TRANSFER

2.1 Simultaneously with the execution of this Agreement the Vendor(s) shall procure the Developer and/or proprietor to execute the Memorandum of Transfer (hereinafter referred to as "the said Transfer") all in favour of the Purchaser(s) and shall deposit the same with the Purchaser(s)' Solicitor who are authorised by the parties hereto to proceed with the adjudication for stamp duty payable of the said Transfer only and shall not present the same for registration or forward the same to the solicitors for the Purchaser(s)' Financier, as the case may be, until the Balance Purchase Price has been paid or until the Purchaser(s)' Financier has confirmed in writing that the Purchaser(s)' Loan has been approved and will be released upon presentation of the said Transfer in favour of the Purchaser(s) and the Charge in favour of the Purchaser(s)' Financier at the relevant Land Office for registration and upon payment by the Purchaser(s) of the difference between the Purchase Price and the Purchaser(s)' Loan.

2.2 In the event that relevant authority shall fail to issue the notice of assessment of the stamp duty payable on the memorandum of transfer within thirty (30) days from the date of submission of the memorandum of transfer for adjudication, the Completion Date shall be extended free of interest till the Purchaser(s)' Solicitors' actual receipt of such notice of assessment from the relevant authority.

3A. CONDITION PRECEDENT - DEVELOPER'S CONFIRMATION

3A.1 The Vendor(s) shall within fourteen (14) days after the execution of this Agreement write to the Developer and/or Proprietor to request for the Developer's and/or Proprietor's Confirmation as to the direct transfer of the Property ("Developer's Confirmation"). Any fee(s), if any, charged by the Developer for meeting such request shall be borne by the Vendor(s).

3A.2 The parties hereto hereby expressly agreed that this Agreement shall be conditional upon the Purchaser(s) obtaining the following documents from the Developer(s) and/or the Vendor(s)-

- (a) the Developer's Confirmation for direct transfer;
- (b) the Memorandum of Transfer duly executed by the Developer(s) and/or Proprietor in favour of the Purchaser(s);
- (c) the power of attorney (if any); and
- (d) the Original title.

3A.3 In the event the Developer shall not be agreeable to a direct transfer, the parties hereto expressly agreed that this Agreement shall be conditional upon the perfection of the Vendor(s)' name onto the title subject always to the compliance of the remaining terms of this Agreement.

3B. CONDITION PRECEDENT - CONSENT

3B.1 In the event that supervening circumstances hereafter necessitate the making of an application to the relevant State Authority or other relevant Authority(ies) for its written consent to the transfer of the said Property to the Purchaser(s), then the Vendor(s) shall execute and do all documents acts and things necessary for such application and notwithstanding anything herein stated to the contrary, the Completion Date shall commence from the date the said written consent is obtained by the Vendor(s). If the Vendor(s) shall fail

to procure aforesaid written consent within Three (3) Months from the date hereof or such other period which is mutually agreed by the parties hereto, then this Agreement shall at the absolute option of the Purchaser(s) be determined whereupon the Deposit (as defined below) shall be refunded without any deduction to the Purchaser(s) within Seven (7) days from the day after the expiration of the Three (3) Months period, failing which the Vendor(s) shall pay interest at the rate of Eight per centum (8%) per annum on the Deposit calculated on a day to day basis until the date of full refund to the Purchaser(s) of the Deposit with interest thereto.

3C. UNCONDITIONAL DATE

3A.3 The parties hereto hereby expressly agreed that this Agreement shall be unconditional upon fulfilment of all the Conditions Precedent as stipulated in clauses 3A and 3B above and the time for the commencement of this Agreement shall be the last date of the fulfilment of all the Conditions Precedent (hereinafter referred to as the "Unconditional Date").

4A. VENDOR(S)' DUTY TO DEPOSIT DOCUMENTS

4A.1 Simultaneously with the execution of this Agreement, the Vendor(s) shall execute and/or deposit with the Purchaser(s)' Solicitors the following documents failing which the Vendor(s) shall allow the Purchaser(s) an extension of time which corresponds with the period of such delay free of interest to pay the outstanding Balance Purchase Price: -

- (a) the Memorandum of Transfer in favour of the Purchaser(s);
- (b) one (1) copy each of the current year quit rent and assessment receipt in respect of the said Property;
- (c) one (1) copy each of the current electricity, water, sewerage, maintenance charges, sinking funds, fire insurances, telephone receipts in respect of the said Property;
- (d) one (1) copy of the certificate of completion and compliance for occupation in respect of the said Property;
- (e) one (1) copy of each of all approved plans for all renovations (if any) carried out in respect of the said Property;
- (f) one (1) copy of the Vendor(s)' identity card;
- (g) copies of relevant pages of the Loan/Security Documents;
- (h) one (1) copy each of RPGT Form 3 and "Lampiran 4", duly signed by the Vendor(s) for the purpose of seeking an exemption of the real property gain tax payable in respect of the disposal of the said Property (if any);
- (i) one (1) complete copy of the Principal Sale and Purchase Agreement and Deed of Mutual Covenants (if any);
- (j) in the event any of the parties hereto shall be a limited company, the following documents duly certified by its company secretary: -
 - (iii) Memorandum and Article of Association;
 - (iv) Form 24 and 49;
 - (v) Relevant resolution from the board of directors authorising the sale or the purchase, as the case may be, of the said Property; and
- (k) All prior agreements and assignments (if any);
- (l) all other documents as may be necessary to give effect to the Transfer .

4A.2 In the event that the quit rent and/or assessment receipts deposited with Purchaser(s)' Solicitors pursuant to sub-clause 4A.1(b) above is no longer valid for the purpose of registration of the Transfer, the Vendor(s) hereby agrees to deliver to the Purchaser(s)' Solicitors or the solicitors for the Purchaser(s)' Financier, as the case may be, within seven (7) days from the date of receipt of such written request by the Purchaser(s)' Solicitors or the solicitors for the Purchaser(s)' Financier, as the case may be, the valid quit rent and/or assessment receipts in respect of the Property to facilitate the presentation of the Transfer for registration at the relevant land office/registry provided that any time exceeding seven (7) days that is taken by the Vendor(s) to deliver the valid quit rent and/or assessment receipts shall not be taken into account in computing the time taken by the Purchaser(s) to settle the Balance Purchase Price and if the Memorandum of Transfer has expired solely as a result of the Vendor's delay in providing the pending the valid quit rent and assessment receipts in excess of the said seven (7) days, the Vendor(s) shall be liable to pay for the penalty charges imposed on the registration fees for Transfer.

4. REDEMPTION OF PROPERTY & ISSUE DOCUMENT OF TITLE

4.1 In the event the said Property is assigned to the Vendor(s)' Financier: -

- (a) the Vendor(s) shall procure the Redemption Statement from the Vendor(s)' Financier and deliver the same to the Purchaser(s)' Solicitors or Purchaser(s) Financier's Solicitors, as the case may be, within Fourteen (14) days from the date of request made by the Purchaser(s) Solicitor or the Purchaser(s) Financier's Solicitors, as the case may be, failing which the Vendor(s) shall allow the Purchaser(s) an extension of time which corresponds with the period of such delay without interest to pay the outstanding Balance Purchase Price and further, if such delay is in excess of Thirty (30) working days from the date of receipt by the Vendor(s)' Solicitors of the written request the Purchaser(s) shall have the right at their absolute discretion to terminate this Agreement and the remedy in the Clause 8 shall apply;
- (b) The parties hereby irrevocably authorise the Purchaser(s)' Solicitors to redeem the said Property from the Vendor(s)' Financier out of the Balance Purchase Price payable under the Second Schedule hereto Provided Always that if the Balance Purchase Price is insufficient to redeem the said Property from the Vendor(s)' Financier, the Vendor(s) undertake to pay within fourteen (14) days any sum or sums outstanding and due to the Vendor(s)'s Financier, failing which the Vendor(s) shall allow the Purchaser(s) an extension of time which corresponds with the period of such delay without interest to pay the outstanding Balance Purchase Price;
- (c) Upon payment of the redemption sum to the Vendor(s)' Financier for the redemption of the said Property, the Vendor(s) shall obtain and /or cause to be delivered to the Purchaser(s)' Solicitors or the Purchaser(s)' Financier's Solicitors, as the case may be, the following documents (hereinafter collectively be referred to as "the Discharge Documents") within Fourteen (14) days from the date of such payment, failing which the Vendor(s) shall allow the Purchaser(s) an extension of time which corresponds with the period of such delay without interest to pay the outstanding Balance Purchase Price Provided that the difference between the Balance Purchase Price and the Loan Sum has been settled by the Purchaser(s) and the Letter of Undertaking from the Purchaser(s)' Financier made in favour of the Vendor(s) has been deposited with the Purchaser(s)' Solicitors: -
 - (i) the Original Issue Document of Title in respect of the said Property;
 - (ii) the Deed of Receipt and Reassignment;
 - (iii) the Principal Sale and Purchase Agreements;
 - (iv) The Loan Documents;

- (v) such other documents as may be necessary to render the said Property free from all encumbrances created in favour of the Vendor(s)' Financier.

4.2 In the event the said Property is free from all encumbrances, then the Vendor(s) shall simultaneously with the execution of this Agreement deposit with the Purchaser(s)' Solicitors as stakeholders the original issue documents of title together with the current year quit rent and assessment receipts for the said Property (hereinafter referred to as "the Title Documents") who are hereby instructed to present the Title Documents or release the same to the Purchaser(s) Financier's Solicitors, as the case may be, upon the full payment of the Balance Purchase Price by the Purchaser(s) or until the Purchaser(s)' Financier has confirmed in writing that the Purchaser's Loan has been approved and has furnished its undertaking to release the Purchaser's Loan upon presentation of the said Transfer in favour of the Purchaser(s) and the Charge in favour of the Purchaser(s)' Financier at the relevant Land Office for registration Provided that the Purchaser(s) have deposited the difference between the Balance Purchase Price and the Purchaser(s)'s Loan with the Purchaser's Solicitors as stakeholders.

5. DELIVERY OF VACANT POSSESSION

5.1 The Vendor(s) shall deliver vacant possession of the said Property to the Purchaser(s) within Five (5) working days upon receipt of the Purchase Price together with interest (if any) by the Purchaser(s)' Solicitors Provided Always that in default of which the Vendor(s) shall pay to the Purchaser(s) interest at the rate of Eight per centum (8%) per annum on the Purchase Price calculated on a day to day basis from the date of such receipt of the Purchase Price together with interest (if any) by the Purchaser(s)' Solicitors to the actual date of delivery of vacant possession of the said Property by the Vendor(s) to the Purchaser(s).

6. REAL PROPERTY GAINS TAX

6.1 The Vendor(s) shall pay all tax assessed by the Director General of Inland Revenue to be payable pursuant to the Real Property Gains Tax Act 1976 in connection with the disposal of the Property, if and when required.

6.2 The parties hereby undertake that each of them shall, individually notify the Director General of Inland Revenue ("DG") of the disposal and acquisition (as the case may be) of the Property within sixty (60) days from the date of execution of this Agreement or from the date the State Authority's Consent obtained and that each party shall execute or cause to be executed all instruments and furnish all information necessary for obtaining the relevant Certificate of Clearance or Certificate of Exemption as the case may be and comply with all necessary directives that may be issued by the DG.

6.3 Under the Real Property Gains Tax (Exemption) Order 2020 (P.U.A 218/2020), the Vendor is exempted from payment of Real Property Gains Tax. As such, the Purchaser's Solicitors are not required to retain and remit any monies to the Director General of Inland Revenue for the purpose of Real Property Gains Tax provided always that the Vendor shall execute CKHT Form 3 in addition to other necessary forms and forward the same to the Purchaser's Solicitors simultaneously with the execution of this Agreement.

6.4 The Vendor(s) hereby agrees and undertakes to indemnify and keep the Purchaser(s) fully indemnified against all claims, costs, fines or penalties which may be brought suffered or levied against the Purchaser(s) as a result of the Vendor(s)' non-compliance with any of the provisions of the law relating to payment of the real property gains tax by the Vendor(s) including all claims by the DG arising from the Vendor(s)' default in the payment of such tax.

7. PURCHASER(S)' DEFAULT

7.1 In the event of the Purchaser(s) being in default of paying the whole or any part of the Balance Purchase Price to the Purchaser(s)' Solicitors in the manner and within the times stipulated in the Second Schedule hereto, then it is hereby agreed between the Vendor(s) and

the Purchaser(s) that the Deposit paid by the Purchaser(s) shall be forfeited absolutely to the Vendor(s) by way of agreed liquidated damages and thereafter the Vendor(s) shall refund all other monies paid by the Purchaser(s) to the Vendor(s) pursuant to this Agreement within fourteen (14) days from the date of receipt of such notice failing which the interest at the rate of eight per centum (8%) per annum shall accrue on the outstanding monies commencing from the date after the lapse of the fourteen (14) days period till the date of actual refund WHEREUPON this Agreement shall upon the said refund be terminated and rendered null and void and thereafter neither party hereto shall have any claims against the other and the Vendor(s) shall be entitled at its absolute discretion to resell the said Property at such time and place and subject to such conditions and in such manner as the Vendor(s) shall think fit without the necessity of previously tendering or offering to make any sale to the Purchaser(s).

8. VENDOR(S)' DEFAULT

8.1 If through no fault of the Purchaser(s) the Vendor(s) shall fail or neglect to complete the sale herein in accordance with this Agreement and breach of any of the term and condition of this Agreement, the Purchaser(s) shall be entitled at their sole discretion EITHER to require the Vendor(s) to refund to the Purchaser(s) whatever sums so far received by the Vendor(s) pursuant to the Second Schedule hereto together with a further sum equivalent to the Deposit as agreed liquidated damages for the breach of the terms and conditions of this Agreement within fourteen (14) days from the date of receipt of such notice failing which the interest at the rate of eight per centum (8%) per annum shall accrue on the outstanding monies commencing from the date after the lapse of the fourteen (14) days period till the date of actual refund and thereafter this Agreement shall be terminated and rendered null and void OR to proceed to apply for a decree of Specific Performance against the Vendor(s) and all the costs and expenses that may be incurred by the Purchaser(s) based on solicitors and client basis be borne by the Vendor(s) absolutely.

9. NON-REGISTRATION

9.1 In the event that the said Transfer cannot be registered for any reason whatsoever or defect which cannot be rectified by the Vendor(s) or the Purchaser(s), the Purchaser(s) shall be entitled to terminate the transaction herein whereupon the Vendor(s) shall forthwith refund to the Purchaser(s) all monies (without interest thereon) paid by the Purchaser(s) to the Vendor(s) pursuant to this Agreement within Fourteen (14) days from the date of such non-registration, and the Purchaser(s) shall return all documents in respect of this transaction in particular the individual issue document of title of the said Property to the Vendor(s) within Seven (7) days from the date of receipt by the Purchaser(s) of the full refund of all monies paid by the Purchaser(s) to the Vendor(s) pursuant to this Agreement and thereafter this Agreement shall terminate and be rendered null and void and neither party shall have any further claims as against the other.

10. APPORTIONMENT OF OUTGOINGS

10.1 All quit rent, rates, assessments, taxes and all other outgoings due and payable in respect of the said Property (including but not limited to the sewerage charges due to Indah Water Consortium) shall be apportioned as at the date of delivery of vacant possession of the said Property and any sum or sums due by virtue of such apportionment shall be paid on such date PROVIDED ALWAYS THAT the Vendor(s) shall indemnify and keep the Purchaser(s) indemnified in respect of any loss or penalty imposed in respect of any late payment by the Vendor(s) of such aforesaid payments.

10.2 For the purposes of ascertaining the apportionment, the Vendor(s) shall prior to the Completion Date forward to the Purchaser(s)' Solicitors all current quit rent, assessment, water and electricity, telephone, and other relevant receipts pertaining to the said Property.

11. LAND ACQUISITION

- 11.1 That from the date of this Agreement until the date on which the said Transfer shall be presented for registration, in the event of any notification or declaration pursuant to the provisions of the Land Acquisition Act, 1960 (hereinafter referred to as "the Acquisition Act") of the likely or intended acquisition of the said Property or any part thereof, the Vendor(s) shall immediately give notice in writing (hereinafter referred to as "the Notice of Acquisition") to the Purchaser(s) of such notification or declaration and the Purchaser(s) shall be entitled at their option by notice in writing (hereinafter referred to as "the Notice of Rescission") served on the Vendor(s) on or before the expiry of Seven (7) days from the date of receipt by the Purchaser(s) of the Notice of Acquisition to treat the Sale and Purchase hereunder of the said Property as rescinded on the date of receipt by the Purchaser(s) of the Notice of Acquisition.
- 11.2 The Vendor(s) shall on or before the expiry of Seven (7) days from the date of Notice of Rescission cause all monies paid hereunder by the Purchaser(s) to the Vendor(s) pursuant to this Agreement to be refunded but without interest to the Purchaser(s).
- 11.3 If the Notice of Rescission is not given by the Purchaser(s) pursuant to Clause 11.1 above the following shall apply: -
- (a) the Vendor(s) shall immediately upon being required so to do by the Purchaser(s) serve notice upon the appropriate authority or authorities under the Acquisition Act of the sale and purchase hereunder of the said Property and of the Purchaser(s)' interest in the said Property; and
 - (b) the Purchaser(s) shall be absolutely entitled to the whole of the benefit of any arrangement made or the whole amount of any monetary compensation awarded in respect of the acquisition of the said Property under the Acquisition Act and the Vendor(s) shall do execute and sign all documents, acts and things on their part necessary or expedient to enable the Purchaser(s) to procure such arrangement or compensation.

12. EXPRESS CONDITIONS

- 12.1 It is hereby expressly agreed between the Vendor(s) and Purchaser(s) that they shall in addition to the terms and conditions herein be subject to the special express conditions if any set out in the Third Schedule hereto and in the event of any conflict, discrepancies or variance the special express conditions set out in the Third Schedule herein shall prevail.

13. TIME

- 13.1 Time whenever mentioned shall be of the essence of this Agreement.

14. COSTS

- 14.1 Each party shall pay for own costs.

15. PRIVATE CAVEAT

- 15.1 The Vendor(s) hereby agree to a private caveat being lodged by the Purchaser(s) if it so desire against the said Property to protect its interest PROVIDED ALWAYS that the Purchaser(s) hereby undertake to withdraw same in the event that this Agreement is lawfully terminated by the Vendor(s) due to the fault of the Purchaser(s). Further the Purchaser(s) undertake that prior to such private caveat being lodged the Purchaser(s) shall execute a Withdrawal of Private Caveat in escrow and deposit the same with the Purchaser(s)' Solicitors who are instructed to present the same to the relevant Land Office for registration upon the Agreement herein being terminated.

16. NO WAIVER

16.1 Knowledge or acquiescence by either party hereto of or in any breach of any of the conditions or covenants herein contained shall not operate as or deemed to be waiver of such conditions or covenants or any of them and notwithstanding such knowledge or acquiescence each party hereto shall be entitled to exercise their respective right under this Agreement and to require strict performance by the other of the terms and conditions herein.

17. NOTICE

17.1 Any notice request or demand requiring to be served by either party hereto to the other under the provisions of this Agreement shall be in writing and shall be deemed to be sufficiently served: -

- (a) if it is given by the party or his solicitors by post in a registered letter addressed to the party to be served at his or its address hereinbefore mentioned and in such a case it shall be deemed (whether it is actually delivered or not) to have been received at the times when such registered letter would in the ordinary course be delivered; or
- (b) if it is given by the party or his solicitors by way of despatched by hand to the party to be served on his solicitors.
- (c) if it is given by the party or his solicitors by way of facsimile, be deemed to have received on the day of the transmission, provided that such day is a working day and if it is not, such notice or request shall be deemed to be served on the next succeeding working day and provided further that, in either case, confirmation of transmission is received by the sender.

17.2 Any change of address by either party shall be communicated to the other.

18. INSPECTION

18.1 The said Property shall be deemed to have been inspected by the Purchaser(s) and the Purchaser(s) shall be deemed to have purchased and accepted the same in the condition and state in which the same is at the date hereof and the Purchaser(s) shall not be entitled to rescind this Agreement or to make any claim for compensation or reduction of the Purchase Price or claim any damages in respect of the condition and state thereof unless the condition and state of the said Property is substantially different at the date of completion compare to the date of inspection in which case the Vendor(s) shall make good of the said Property at the Vendor(s)' costs and expenses upon written request by the Purchaser(s), failing which the remedy in the Clause 8 shall apply.

19. DAMAGE TO PROPERTY

19.1 If at any time prior to the date of delivery of vacant possession, the said Property of any part thereof shall be destroyed or damaged by fire and/or by any other cause which are beyond the Vendor(s)' control, the parties hereto hereby agree that the Purchaser(s) shall be entitled to rescind this Agreement and to demand repayment from the Vendor(s) of all monies already paid by the Purchaser(s) or the Purchaser(s)' Financier to the Vendor(s) under this Agreement and the Vendor(s) shall upon such demand, refund to the Purchaser(s) such repayments without interest and upon full repayment of such sums then due and owing by the Vendor(s) to the Purchaser(s), thereafter this Agreement shall determine forthwith.

20. ENTIRE AGREEMENT

20.1 Notwithstanding anything to the contrary expressed in or to be implied from this Agreement, this Agreement contains the entire agreement between the parties, which supersedes all previous agreements between them in relation to the subject matter of this Agreement. The parties hereby acknowledge that in entering into this Agreement they have not relied on any statements, representations, warranties or undertakings which are not expressly set out in the documents comprising this Agreement including, without limitation, any statements,

representations, warranties or undertakings issued by any of the parties or other documents made available to one of the parties prior to the date of this Agreement by the other party and the parties hereby further acknowledge that any warranty attaching to such statements, representations, warranties, undertakings or documents, whether expressed or implied, is hereby excluded.

20.2 This Agreement may not be discharged, supplemented or amended in any manner except by an instrument in writing signed by all the parties or its duly authorized, representative.

21. SEVERABILITY

21.1 In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this Agreement or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall then be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

22. BINDING ON SUCCESSORS-IN-TITLE AND PERMITTED ASSIGNS

22.1 This Agreement shall be binding upon the heirs personal representatives successors-in-title and assigns of the Purchaser(s), the heirs personal representatives successors-in-title and permitted assigns of the Vendor(s).

23. GOOD FAITH

23.1 Each of the parties undertake with each other to do all things reasonably within his power which are necessary or desirable to give effect to the spirit and intent of this Agreement.

24. INTERPRETATION

24.1 References to a Preamble, Clause or Schedule where the context so admits are to a Preamble, Clause or Schedule of this Agreement.

24.2 The Schedules hereto shall be taken read and construed as part and parcel of this Agreement as if they were expressly incorporated and set out in the body of this Agreement.

24.3 The clause and paragraph headings in this Agreement are for ease of reference only and are not to be taken into account in the interpretation of the clause or paragraph to which they refer.

24.4 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

24.5 Words of one gender include both other genders, and words denoting natural persons include corporations and firms and all such words are to be construed interchangeably in that manner.

24.6 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done, and words placing a party under a restriction include an obligation not to permit infringement of the restriction.

24.7 References to "liability" include, where the context allows, claims, demands, proceedings, damages, losses, costs and expenses.

24.8 References to "party" and "parties" shall be construed as references to a party or the parties to this Agreement.

- 24.9 References to provisions of any statutes, laws, by-laws, regulations, rules and/or otherwise shall include such provisions as may be modified, amended, revised and/or re-enacted (whether before or after the date of this Agreement) from time to time.
- 24.10 References to numbers or monetary figures or value shall include any portion or fraction or undivided portion thereof.
- 24.11 References to “working days” shall exclude Saturdays, Sundays and public holidays in Selangor and Wilayah Persekutuan.

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IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first abovewritten.

SIGNED by
the said Vendor(s)
in the presence of : -

)
)
)



HOW ZHENG FUNG
(NRIC NO: 940427-14-6317)

SIGNED by
the said Purchaser(s)
in the presence of : -

)
)
)



HELEN JATI AK BUJANG
(NRIC NO. 900330-13-8330)

FIRST SCHEDULE

(which is to be taken, read and construed as an essential part of this Agreement)

Item	Description	Particulars
1	Date of this Agreement	31 MAR 2021
2	Particulars of the Vendor(s)	HOW ZHENG FUNG (NRIC NO: 940427-14-6317) No. 1, Jalan 31A Taman Bukit Mewah 43000 Kajang Selangor Darul Ehsan
3	Particulars of the Purchaser(s)	HELEN JATI AK BUJANG (NRIC NO. 900330-13-8330) B4-1-5, Pangsapuri Prima Cempaka Taman Kajang Prima 43000 Kajang Selangor Darul Ehsan
4	Date of the Principal Sale and Purchase Agreement	9 th of May 2016
5	Particulars of the Developer	TRANS LOYAL DEVELOPMENT SDN BHD (COMPANY NO: 554684-A) No. 11A, 1 st Floor (Suite 1) Jalan Jeloh 3, Off Jalan Bukit 43000 Kajang Selangor Darul Ehsan
6	Particulars of the Principal Purchaser(s)	HOW ZHENG FUNG (NRIC NO: 940427-14-6317) No. 1, Jalan 31A Taman Bukit Mewah 43000 Kajang Selangor Darul Ehsan
7	Particulars of the Proprietor	EMPAYAR SEKATA SDN BHD (COMPANY NO: 1058499-D) No. 1, Jalan Kajang Impian 1/11 Taman Kajang Impian 43650 Bandar Baru Bangi Selangor Darul Ehsan

FIRST SCHEDULE (Con't)

(which is to be taken, read and construed as an essential part of this Agreement)

Item	Description	Particulars
8	Description of the Building	One unit of a low medium cost Apartment measuring approximately 98 square metre held under freehold Strata Title No. Geran 334063/M1/14/321, No Bangunan M1, No Tingkat 14, No Petak 321, No. Lot 58641, Mukim Kajang, Daerah Hulu Langat, Negeri Selangor Darul Ehsan with the Accessory Parcel No. A214, A215, A1142 and A1143 with the postal address at No. 13-30, Pangsapuri Puncak Saujana, Taman Puncak Saujana, 43000 Kajang, Selangor Darul Ehsan
9	Particulars of the Issue Document of Title	Strata Title No. Geran 334063/M1/14/321, No Bangunan M1, No Tingkat 14, No Petak 321, No. Lot 58641, Mukim Kajang, Daerah Hulu Langat, Negeri Selangor Darul Ehsan
10	The Encumbrances	MAYBANK ISLAMIC BERHAD (787435-M) No. 48 & 50, Jalan Alam Damai 1 Cheras, 56000 Kuala Lumpur
11	The Purchase Price	Ringgit Malaysia Two Hundred Eighty Thousand (RM280,000.00) only
12	The Real Property Gains Tax Retention Sum	N/A
13	The Earnest Deposit	Ringgit Malaysia Eight Thousand Four Hundred (RM8,400.00) only
14	The Balance Deposit	Ringgit Malaysia Nineteen Thousand Six Hundred (RM19,600.00) only
15	The Balance Purchase Price	Ringgit Malaysia Two Hundred Fifty-Two Thousand (RM252,000.00) only
16	The Completion Period	A period of Three (3) months commencing from the Unconditional Date
17	The Extended Completion Period	A further period of One (1) month from the expiration of the Completion Period

18	The Interest Rate imposed during the Extended Completion Period	Five per centum (5%) per annum
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SECOND SCHEDULE

(which to be taken, read and construed as an essential part of this Agreement)

(CLAUSE 1: PAYMENT OF TOTAL PURCHASE PRICE)

The Purchase Price referred to in Item 11 of the First Schedule hereto shall be paid at the times and in the manner as follows: -

Item 1: **PAYMENT OF DEPOSIT**

- (a) The Purchaser(s) had prior to the execution of the Agreement paid to the Vendor(s) a sum as stipulated in Item 13 of the First Schedule hereto (hereinafter referred to as "the Earnest Deposit") being the earnest deposit towards the Purchase Price, the receipt of which the Vendor(s) hereby acknowledge;
- (b) Upon the execution of this Agreement, the Purchaser(s) shall pay the Purchaser(s)' Solicitors a sum as stipulated in Item 12 of the First Schedule and shall pay the Vendor(s) a further sum as stipulated in Item 14 of the First Schedule hereto (hereinafter referred to as "the Balance Deposit") which the Vendor(s) hereby expressly acknowledge receipt (the Balance Deposit together with the Earnest Deposit and the Retention Sum shall hereinafter collectively referred to as "the Deposit").

Item 2: **PAYMENT OF BALANCE PURCHASE PRICE**

- (a) The balance of the Purchase Price amounting to the sum as stipulated in Item 15 of the First Schedule hereto (hereinafter referred to as "the Balance Purchase Price") shall be paid or caused to be paid by the Purchaser(s) to the Purchaser(s)' Solicitors as stakeholders on or before the expiration of the period as stipulated in Item 16 of the First Schedule hereto (hereinafter referred to as "the Completion Period"); Provided Always if the Purchaser(s) are unable for whatsoever reason(s) to pay the Balance Purchase Price within the Completion Period, it is hereby agreed by the parties hereto that the Completion Period shall be extended for a further period as stipulated in Item 17 of the First Schedule hereto (hereinafter referred to as "the Extended Completion Period ") with interest at the rate as stipulated in Item 18 of the First Schedule hereto which is to be calculated on a day to day basis on the unpaid Balance Purchase Price until full settlement thereof. If the Purchaser(s) shall fail to settle the aforesaid balance Purchase Price within the stipulated time herein then Clause 7.1 above shall come into effect.

PROVIDED ALWAYS that the Vendor(s) shall be entitled to the interest if and only if the Vendor(s) shall have fulfilled, observed and performed all the obligations, undertakings and covenants herein to be fulfilled observed and performed by the Vendor(s) and Provided Always that if the disbursement of the Balance Purchase Price by the Purchaser(s) or the Purchaser(s)' Financier, as the case may be, is delayed by reason of the Vendor(s) fault, omission or negligence, the Vendor(s) shall not be entitled to the interest in respect of the period of the aforesaid delay and the Vendor(s) shall grant such further extension to the Purchaser(s) of a period equal to the period of the aforesaid delay to enable the Purchaser(s) to pay the Balance Purchase Price without interest.

Without prejudice to other provisions of this Agreement, the parties hereto mutually agree that, in the event any party other than the Purchaser(s), the Purchaser(s)' Solicitors and the Purchaser(s)' Financier or its solicitors, shall for any reason whatsoever delay in making any payment and/or executing or giving any document, information, confirmation or

undertaking reasonably required to be made, executed, or given pursuant to or in relation to the provisions of this Agreement resulting in the delay on the part of the Purchaser(s) to settle the Balance Purchase Price, then the Purchaser(s) shall be granted an automatic extension of time of the Completion Date or the Extended Completion Date, as the case may be, free of interest for each and every such delay. This automatic extension of time shall commence on the respective due date as provided for in this Agreement for such party, to make any of the aforesaid payment and/or to execute or give any of the aforesaid document, information, confirmation or undertaking, OR, if there is no such specific provision, on the Fourteenth (14th) day from the date of the relevant written notice(s) to such party, requesting for any of the said payment, document, information, confirmation or undertaking up to the respective date of compliance or fulfilment of same.

- (b) In the event that the Purchaser(s) is applying to the Purchaser(s)' Financier for the Purchaser(s)' Loan to finance the purchase herein, and the Purchaser(s)' Loan approved shall be lesser than the Balance Purchase Price, the Purchaser(s) shall within the period stipulated in **Item 2 (a) of the Second Schedule** hereto pay to the Purchaser(s)' Solicitors the difference to make up the Balance Purchase Price and such payment made shall be deemed to be payment made by the Purchaser(s) within the time stipulated in **Item 2 (a) of the Second Schedule** hereto **PROVIDED ALWAYS** that in the event the Purchaser(s)' Financier fail to release the Purchaser(s)' Loan within the time stipulated in **Item 2 (a) of the Second Schedule**, then the Purchaser(s) shall pay to the Vendor(s) interest at the rate as stipulated in Item 16 of the First Schedule hereto on such sum due but not paid, calculated from the day after the expiry date of the period specified under **Item 2 (a) of the Second Schedule** hereto.
- (c) The parties hereto agreed that upon the request by the Purchaser(s)' Solicitors or the Purchaser(s)'s Financier the Vendor(s) shall furnish to the Purchaser(s)' Financier an undertaking to refund the purchaser(s)' Loan in the event the transfer of the said Property in favour of the Purchaser(s) cannot be registered for any reason whatsoever.

Item 3: RELEASE OF THE BALANCE PURCHASE PRICE

The Balance Purchase Price paid to the Purchaser(s)' Solicitors as stakeholders under Item 2 of the Second Schedule hereto, less the Redemption Sum, the Retention Sum and any other payment due and owing by the Vendor(s) under this Agreement shall, subject to the delivery of vacant possession of the said Property by the Vendor(s) to the Purchaser(s), be released by the Purchaser(s)' Solicitors to the Vendor(s) within fourteen (14) days from the date of presentation of the said Transfer for registration with the relevant Land Registry provided always that in the event that prior to the Purchaser(s)' Solicitors' release of the Balance Purchase Price and the Interest (if any) to the Vendor(s), the Purchaser(s)' Solicitors have been informed by the Purchaser(s)' Financier's solicitors or the Land Registry that there is any further documents and/or information required by the relevant land authority for the registration of the Discharge, the Transfer and/or the Purchaser(s)' Financier's Charge, the Purchaser(s)' Solicitors shall only be authorised by the Parties hereto to release the Balance Purchase Price and the Interest (if any) to the Vendor(s) after such further documents and/or information have been forwarded to the Purchaser(s)' Solicitors or the Purchaser(s)' Financier's solicitors, as the case may be, and the Discharge, the duly stamped Transfer and the Purchaser(s)' Financier's Charge have been accepted for registration by the relevant land authority upon presentation of the same.

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THIRD SCHEDULE

(which is to be taken, read and construed as an essential part of this Agreement)

(CLAUSE 12: SPECIAL CONDITIONS)

- Item 1. The Vendor(s) hereby undertakes represents and warrants to the Purchaser(s) that: -
- (a) the said Property or any part thereof is not subject to any acquisition proceedings or notice of intended acquisition by the relevant authorities as at the date of execution of this Agreement;
 - (b) the said Property is presently subject to the encumbrances, if any, as stipulated in Item 10 of the First Schedule hereto;
 - (c) all quit rent rates assessments electricity and water charges and other lawful outgoings due to the relevant authorities in respect of the said Property by the Vendor(s) and all conditions affecting the said Property whether express or implied under any Act, Ordinance, Enactment, Order, regulations, bye laws and directives have been duly complied with by the Vendor(s) and the Vendor(s) shall not at any time hereafter do or suffer to be done or omitted any act or thing in or in respect of the said Property which may render the said Property or any part thereof liable for forfeiture or attachment;
 - (d) there is no subsisting Sale and Purchase Agreement in respect of the said Property or any part thereof between the Vendor(s) and any third party or parties;
 - (e) the Vendor(s) is not undischarged bankrupt/being wound-up, as the case may be, and neither is there any bankruptcy/winding-up proceedings threatened initiated or pending against the Vendor(s);
 - (f) the Vendor(s) is not in breach and shall not prior to the completion of the sale herein commit any breach of any express or implied conditions of title to the said Property;
 - (g) that there is no pending suit, legal proceedings or claim against the Vendor(s) which may affect in any way the rights of the Vendor(s) to dispose of the said Property;
 - (h) that in the event the said Property is encumbered to the Vendor(s)' Financier, the Balance Purchase Price is sufficient to meet the Redemption Sum or in the event the Redemption Sum is greater than the Balance Purchase Price, the Vendor(s) is able to top up the deficit within fourteen (14) days from the date the Redemption Statement is issued by the Vendor(s)' Financier;
 - (i) that the Vendor(s) has absolute and unfettered right to dispose of and/or sell and/or transfer the said Property to the Purchaser(s).
- Item 2. The truth and correctness of the matter stated in the representations and warranties as set out in Item 1 above shall form the basis of the Purchaser(s)' commitment to purchase the said Property in accordance with the provisions of this Agreement. If any such representation or warranty shall at any time before the registration of the said Transfer be found to have been incorrect in any material aspect and/or if the Vendor(s) shall fail to make full disclosure to the Purchaser(s) of any material particular concerning the said Property at the date of this Agreement then in such event and notwithstanding anything to the contrary herein contained the Purchaser(s) shall have the right at their absolute discretion to terminate this Agreement and the remedy in the Clause 8 shall apply.
- Item 3. The Vendor(s) shall in accordance with Clause 10.2 of this Agreement produce the following to the Purchaser(s)' Solicitors: -

- (a) paid up Quit Rent Receipt for the current year;
- (b) paid up water and electricity receipt for and up to the date of delivery vacant possession to the Purchaser(s), if any;
- (c) paid up Assessment Receipt for the current year; and
- (d) paid up Indah Water receipt for and up to the date of delivery vacant possession to the Purchaser(s), if any.

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FORTH SCHEDULE

(which is to be taken, read and construed as an essential part of this Agreement)

(FIXTURES & FITTINGS)