

AGREEMENT TO PURCHASE

No: ELOCS 00000508

I/ We, the *Purchaser(s), MUHAMMAD RASYDAN BIN SALIHUDDINSHARINA (NRIC/ Passport / Co. No. 031221-10-0649

hereby offer to purchase the said property. Property Address: 1-307 DAHLIA B JALAN 3/7B
BANDAR BARU SELAYANG 68100

Purchase Price: RM 100,000.00 (RM) One Hundred Thousand Only

EXECUTION OF THE SALES AND PURCHASE AGREEMENT:

1. The Purchaser(s) hereby undertakes to execute the Sales and Purchase Agreement within Fourteen (14) working days (excluding Saturday, Sundays and Public Holidays) from the date of acceptance of this offer by the Vendor(s).
2. In the event that the Purchaser(s) fails to and/or refuses to execute the SPA within the said period, the Earnest Deposit shall be forfeited by the Vendor(s) as agreed liquidated damages PROVIDED that there is no delay on the part of the Vendor(s) or Vendor(s) Solicitor in agreeing to the terms and conditions of the SPA, and PROVIDED always that the non-execution of the SPA by the Purchaser(s) is not caused by, or attributable to, the Vendor(s) misrepresentation, misconduct and/ or fraudulent acts. Thereinafter upon such forfeiture, this agreement shall be terminated and be null and void and neither party shall have any further claims whatsoever against the other.
3. In the event that the Vendor(s) fails to and/ or refuses to execute the SPA or to complete the sales transaction within the said period, the Vendor(s) shall refund to the Purchaser(s) free of interest the said Earnest Deposit, together with a compensation sum equivalent to the Earnest Deposit as agreed liquidated damages, and thereinafter this Agreement shall be terminated and be null and void and neither party shall have any further claims whatsoever against the other; falling which the Purchaser(s) shall be entitled to seek specific performance and/or damages of this Agreement.
4. The Purchaser(s) shall bear the Stamp Duty, Registration Fees, and legal fees incurred in the SPA. The Vendor(s) shall bear the own Solicitor fees, Real Property Gain Tax (if any), the discharge of charge and cost of obtaining the necessary consent from the relevant Authorities (if any).

TERMS OF AGREEMENT:

A. PAYMENT OF THE PURCHASE PRICE

1. Upon the execution of the SPA, the Purchaser(s) shall pay to the Vendor(s) Three percent (3.00) % RM 3,000.00 of the purchase price (less such sums paid as Earnest Deposit)
2. The balance of the purchase price shall be paid to the Vendor(s) within ninety (90) days from the date of execution of the SPA or date of receipt by the Purchaser(s) Solicitor for 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, falling which, the Vendor(s) shall grant to the Purchaser(s) and 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 is 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. LEGALLY ENFORCEABLE DOCUMENT

The parties hereto expressly agree that notwithstanding the payment and clearance of the cheque for the said Earnest Deposit, this agreement to purchase shall only take effect upon signing of this agreement to purchase by both the Vendor(s) and the Purchaser(s); and notwithstanding that the SPA execution is pending, this agreement to purchase, when executed by both the Purchaser(s) and the Vendor(s), shall constitute a legally binding document between the parties herein.

D. OTHER CONDITIONS:

I/ We the Purchaser(s), hereby attach herewith the sum of RM 3,000.00 (Transfer online/ Cheque No. _____) payable to **EUM REALTY SDN BHD** as stakeholder being Earnest Deposit towards the purchase of the said property. In the event the Vendor (s) rejects this offer, the said Earnest Deposit shall be refundable to Purchaser(s) within Five (5) working days, without any interest.

<Note: EUM Realty Sdn Bhd will not be responsible for any cash payment without official receipt>

OFFER BY PURCHASER(S):

Signature(s) : _____
Name(1) : MUHAMMAD RASYDAN BIN SALIHUDDINSHARINA
NRIC / Passport No : 031221-10-0649
Signature(s) : _____
Name(2) : _____
NRIC / Passport No : _____
Date : _____

WITNESSED BY:

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

ACCEPTED BY VENDOR(S):

Signature(s) : _____
Name(1) : GANESUN A/L KRISHNAN
NRIC / Passport No : 870316-56-5411
Signature(s) : _____
Name(2) : _____
NRIC / Passport No : _____
Date : _____

WITNESSED BY:

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