

## PURCHASE FORM | 购买表格

1. PERSONAL DETAILS OF THE PURCHASER | 买家个人资料 INDIVIDUAL APPLICATION | 个人申请 Name | 姓名 Passport/NRIC No. | 身份证/护照号码 Email Address | 电邮 Address | 地址 Country | 国家 Postcode | 邮政编码 Contact No. | 电话号码 Nationality | 国籍 Gender | 性别 □ Female | 女 □ Male | 男 CORPORATE APPLICATION | 机构申请 Company/Entity Name| 公司名称 Company/Business Registration No. | 公司/商业注册号码 Date of Incorporation | 公司/商业注册日期 Place of Incorporation | 注册地点 Regulatory Body | 监管单位名称 Type of Business Entity| 商业类型 Company Address | 公司地址 Postcode| 邮政编码 Country | 国家 Contact No. | 电话号码 Email Address | 电邮 Contact Personnel | 公司联络人 Name | 名字 Designation | 职位 Email Address | 电邮 Contact No. | 电话号码 2. BANK'S DETAILS | 银行资料 Bank's SORT/SWIFT Code | 银行 SORT/SWIFT 代码 Bank's Name | 银行名称 Bank's Address | 银行地址 Account No. | 户口号码 Account Type | 户口类型 3. NOMINATION DETAILS | 提名人资料 Nominee's Name | 提名人姓名 Nominee's Passport/NRIC No. | 提名人身份证/护照号码 4. PURCHASE OPTION | 购买选项 □ 1 Tree | 一棵树 □ 3 Tree | 三棵树 □ 5 Tree | 五棵树 □ 10 Tree | 十棵树

## PAYMENT DETAIL | 付款资料

The Purchaser shall pay the Total Sales Price into the MAYBANK account of Newleaf Plantation Berhad at 564726680297 and the Purchaser shall submit the proof of payment to the said company.

买家需支付总销售价给新叶集团的 MAYBANK 帐户 564726680297 和将支付证明提交给该集团。

TOTAL SALES PRICE 总销售价

## 6. TERMS AND CONDITIONS

- 1. The purchaser undersigned ("Purchaser") agrees to sign a sales contract in the form and manner as prescribed by Newleaf Plantation Berhad (Company No. 1251569-U) ("Company") within twenty-one (21) working days from the date of this Purchase Form and to pay the Total Sales Price in full on or before signing of the sales contract, failing which the Company shall be entitled to terminate this Purchase Form and to forfeit the Total Sales Price absolutely.
- 2. The Company shall have a period of thirty (30) months from the date of the sales contract ("Conditional Period") to source, identify and finalize the land in order to commence the project for durian plantation, failing which the Company shall fully refund the Total Sales Price received to the Purchaser, free of interest.
- 3. The Purchaser shall have the option to sell the purchased trees ("Trees") back to the Company upon maturity of ten (10) years from the expiry of the Conditional Period at the sum equivalent to the Total Sales Price multiply by two hundred per centum (200%) ("Option Price") and the Company shall purchase the Trees at the Option Price.
- 4. The Purchaser hereby agrees to appoint the Company and/or its nominee to be the operator to manage the Trees at its sole and absolute discretion and the Purchaser further agrees that the Company shall be entitled to thirty per centum (30%) of the profit deriving from the sale proceeds of the fruits of Trees after deducting all the necessary costs and expenses.
- 5. The Purchaser will be given a Quick Response (QR) code for the Trees in the sales contract and the necessary information for the Purchaser to access into the system for the latest update and information of the Trees.
- 6. After expiry of five (5) years from the date of sales contract and subject to the Company's written consent, the sales contract shall be transferable to the Purchaser's nominee upon the Purchaser's written notice to the Company provided that the said nominee shall appoint the Company's panel solicitors, **Messrs Lee & Partners** of 19-2, Jalan PJU 8/5D, Perdana Business Centre, Bandar Damansara Perdana 47820 Petaling Jaya, Selangor, Malaysia and shall bear all the necessary legal costs and expenses.
- 7. The Purchaser shall fill up the nomination details in this Purchase Form and the Company shall transfer the sales contract to the nominee upon its receipt of the sales contract between the Purchaser and the Company and the death certificate of the Purchaser.
- 8. The Company shall not be liable to the Purchaser and/or his heirs, successors-in-title, assignees, personal representatives, in any manner whatsoever in relation to the nomination.
- The Purchaser hereby warrants in favor of the Company that the Purchaser is not prevented or restrained legally, commercially or otherwise from purchasing the Trees from the Company.
- 10. The Purchaser hereby warrants that all information furnished in this Purchase Form is true, accurate and not misleading and the Purchaser shall promptly notify the Company if it ceases to be so and/or if there is any change to the information.
- 11. The Purchaser hereby indemnifies and holds the Company harmless against all losses, damages, costs, charges and expenses incurred or suffered by the Company, including costs on solicitors and client basis, in connection with and arising from the terms of this Purchase Form.
- 12. The Purchaser hereby gives consent to the Company in processing including but not limited to access, obtain, verify and/or utilise the personal data or information of the Purchaser in accordance with the Personal Data Protection Principles under the Personal Data Protection Act 2010.
- 13. This Purchase Form embodies terms and conditions as agreed upon between the parties as to the subject matter of this Purchase Form and supersedes all previous agreements (if any) between the parties with respect to the subject matter hereof, whether written or oral and no amendment or variation hereof shall be effective unless made by the parties in writing and signed by both parties
- 14. Time wherever mentioned herein shall be of the essence.

7. SIGNATURE AND ACKNOWLEDGEMENT

- 15. This Purchase Form shall be governed by and construed in accordance with Malaysian law and the parties hereby submit to the exclusive jurisdiction of the courts of Malaysia.
- 16. This Purchase Form has been translated into Mandarin. If there is any inconsistency or discrepancies between the English version and the Mandarin version, the English version shall prevail.

## By signing below, I confirm and acknowledge that I have read and agree to abide by the provisions contained in this Purchase Form. Purchaser's Signature

Purchaser's Name :	
Passport/NRIC/Company No. :	
Date :	
FOR OFFICE USE ONLY	
Transaction Date:	Verified By:
Referrer:	Remarks: