

Our Ref: GC/MSD/2021/1C-1/Lot 233

Date: 28/07/2021

**MOHAMAD REDZMI BIN
MOHAMAD RADZUAN**
T1-27-06 LAKEFRONT RESIDENCE
JALAN SEMARAK API
63000 CYBERJAYA
SELANGOR MALAYSIA

Dear Sirs,

GAMUDA COVE (PHASE 1C) INCENTIVES ("Incentives")

PROJECT	:	GAMUDA COVE
PHASE	:	1C-1
PROPERTY TYPE	:	2 STOREY TERRACE HOUSE
LOT NO.	:	LOT 233
PURCHASER(S)	:	MOHAMAD REDZMI BIN MOHAMAD RADZUAN
PURCHASE PRICE	:	RM 676,854.00

We refer to your data form dated 28/07/2021 ("Data Form") and are pleased to offer to you ("Purchaser(s)") the Incentives as follows:-

1. **Rebate & Additional Rebate**

1.1 **Gamuda Land (T12) Sdn. Bhd.** ("Developer") shall grant to the Purchaser(s) 7% rebate of the Purchase Price ("Rebate") provided that:-

- (i) the Purchaser(s) shall have paid RM1,000.00 as part payment towards the 1st 10% of the Purchase Price ("Part Payment");
- (ii) the Purchaser(s) shall have executed the Sale and Purchase Agreement ("SPA") and such other documents as required by the Developer in relation to the purchase of the Property, all collectively referred to as the "said Agreements", within thirty (30) days from the date of the Data Form. For this purpose, any time frame provided in the Data Form which is inconsistent with this Item 1.1 shall be deemed superseded by this Item 1.1;
- (iii) the Purchaser(s) shall have paid the 1st 10% of the Purchase Price less the Rebate and the Part Payment within thirty (30) days from the date of the Data Form; and
- (iv) Items 5, 6, 7 and 8 are complied with by the Purchaser(s).

1.2 The Rebate shall be utilized to offset part of the 1st 10% of the Purchase Price. For the said purpose, a credit note shall be issued to the Purchaser(s) for the Rebate.

- 1.3 The Developer shall also grant to the Purchaser(s) a further 2% rebate of the Purchase Price less the Rebate ("Additional Rebate") provided that:-
- (i) within sixty (60) days from the date of the Data Form, the solicitors for the end-financier (approved by the Developer) financing the purchase of the Property ("Financier") has notified the Developer that the Purchaser(s) and/or the Purchaser(s) via any third party
 - (ii) borrower(s) has/have obtained financing to finance the purchase of the Property and in addition, the Purchaser(s) and/or such third party borrower(s), if applicable, and/or such other security party(ies), if applicable, has/have executed the Financing Security Documents (as hereinafter defined) and such other documents as may be required by the Financier within the time period as stipulated under Item 5.2(i);
 - (ii) if the Purchaser(s) is/are paying the Purchase Price by cash, the Purchaser(s) shall has/have confirmed that Purchaser(s) or the Purchaser(s) via any third party borrower(s) do/does not intend to apply and obtain any financing for the purchase of the Property within the time frame as set out in Item 3.9; and
 - (iii) Items 1.1, 5, 6, 7 and 8 are complied with by the Purchaser(s).
- 1.4 The Additional Rebate shall be utilized to offset part of the 1st 10% of the Purchase Price. For the said purpose, a credit note shall be issued to the Purchaser(s) for the Additional Rebate.
- 1A. Early Bird Rebate
- 1A.1 The Developer shall grant to the Purchaser(s) a further 2% rebate of the Purchase Price less the Rebate and the Additional Rebate ("Early Bird Rebate") provided that Items 1.1, 5, 6, 7 and 8 of this letter are complied with by the Purchaser(s).
- 1A.2 The Early Bird Rebate shall be utilized as follows:-
- (i) if the margin of the financing granted to the Purchaser(s) and/or such third party borrower(s) is less than 90% of the Purchase Price of the Property or if the Purchaser(s) is/are paying the Purchase Price by cash and the Purchaser(s) has issued the letter of confirmation under Item 3.9, offset part of the 2nd 10% of the Purchase Price;
 - (ii) if applicable, offset any amounts which may be due and payable on the due date or deemed date (whichever is earlier) of delivery of vacant possession of the Property including but not limited to any outstanding interest, maintenance charges, charges, sinking fund, deposits and/or miscellaneous costs and expenses; or
 - (iii) if the margin of the financing granted to the Purchaser(s) and/or such third party borrower(s) is equal to 90% of the Purchase Price of the Property, offset any amounts which may be due and payable by the Purchaser(s) on the due date or deemed date (whichever is earlier) of delivery of vacant possession of the Property including but not limited to any outstanding interest, maintenance charges, charges, sinking fund, deposits and/or miscellaneous costs and expenses.

1A.3 For the purposes of Item 1A.2, a credit note shall be issued to the Purchaser(s) for the Early Bird Rebate. Any excess of the Early Bird Rebate after such offset in Item 1A.2 (i) and/or Item 1A.2 (ii) or Item 1A.2 (iii) shall be remitted free of interest to the Purchaser(s) within sixty (60) days either from the date of receipt by the Developer of full payment of the Purchase Price or the date of receipt by the Developer of full payment of all other monies due under the said Agreements or the date of the Purchaser(s)' full payment of all monies due under the Strata Management Act 2013 ("SMA") and additional by-laws as lodged or to be lodged pursuant to the SMA, whichever is the later.

1B. Sales Conversion Rebate

1B.1 The Developer shall grant to the Purchaser(s) additional 1% rebate of the Purchase Price less the Rebate, the Additional Rebate and the Early Bird Rebate ("Sales Conversion Rebate") provided that:-

- (i) the Purchaser(s) shall have paid the Part Payment;
- (ii) within thirty (30) days from the date of the Data Form, the Purchaser(s) shall have executed the said Agreements;

1B.2. The Sales Conversion Rebate shall be utilized to:-

- (i) offset any part of the Purchase Price; and/or
- (ii) any outstanding interest, maintenance charges, service charges, sinking fund, deposits and/or any miscellaneous costs and expenses.

For the said purpose, a credit note shall be issued to the Purchaser(s) for the Sales Conversion Rebate. Any excess of the Sales Conversion Rebate after such offset in Item 1B.2 (i) and/or Item 1B.2 (ii) shall be remitted free of interest to the Purchaser(s) within sixty (60) days either from the date of receipt by the Developer of full payment of the Purchase Price or the date of receipt by the Developer of full payment of all other monies due under the said Agreements or the date of the Purchaser(s)' full payment of all monies due under the Strata Management Act 2013 ("SMA") and additional by-laws as lodged or to be lodged pursuant to the SMA, whichever is the later.

1C. Shopee Voucher

1C.1 The Developer shall grant to the Purchaser(s) Ringgit Malaysia Three Thousand (RM3,000.00) worth of Shopee voucher ("Shopee Voucher") provided that:-

- (i) the Purchaser(s) shall have paid the Part Payment;
- (ii) within thirty (30) days from the date of the Data Form, the Purchaser(s) shall have executed the said Agreements; and
- (iii) the Purchaser shall have furnished proof of purchase of the Shopee Voucher from Shopee.

1C.2. The Shopee Voucher shall be utilized to:-

- (i) offset any part of the Purchase Price; and/or
- (ii) any outstanding interest, maintenance charges, service charges, sinking fund, deposits and/or any miscellaneous costs and expenses.

For the said purpose, a credit note shall be issued to the Purchaser(s) for the Shopee Voucher. Any excess of the Shopee Voucher after such offset in Item 1C.2 (i) and/or Item 1C.2 (ii) shall be remitted free of interest to the Purchaser(s) within sixty (60) days either from the date of receipt by the Developer of full payment of the Purchase Price or the date of receipt by the Developer of full payment of all other monies due under the said Agreements or the date of the Purchaser(s)' full payment of all monies due under SMA and additional by-laws as lodged or to be lodged pursuant to the SMA, whichever is the later.

1C. Internet Service

In addition to the incentives provided herein, the Purchaser shall be entitled to 2 years free internet service to be provided by an operator which shall be made known at a later date at our absolute discretion ("Internet Service"). The 2 years period shall commence from the date or deemed date (whichever is the earlier) of delivery of vacant possession of the Property. This Internet Service is non-transferable and shall be subject to all terms and conditions as may be imposed by the management/operator of Internet Service. The rights of the Purchaser to the Internet Service shall be terminated in the event of termination of the SPA.

1D. SplashMania Family Pass

In addition to the incentives provided herein, the Purchaser shall be entitled to 2 years free admission to SplashMania water theme park, valid for 2 adults and 2 children below 12 years old ("SplashMania Family Pass"). The 2 years period shall commence from the date of opening of the SplashMania water theme park or the date or deemed date of delivery of vacant possession of the Property, whichever is the earlier. This SplashMania Family Pass is non-transferable and shall be subject to all terms and conditions as may be imposed by the management/operator of SplashMania. The rights of the Purchaser to the SplashMania Family Pass shall be terminated in the event of termination of the SPA.

2. Charges and Sinking Fund

2.1 The Developer shall contribute towards the payment of charges and sinking fund ("Contribution") for a period of twelve (12) months commencing from the date or deemed date (whichever is the earlier) of delivery of vacant possession of the Property.

2.2 The Contribution shall exclude:-

- (i) four (4) months advance charges and sinking fund which are payable by the Purchaser(s) during the delivery of vacant possession of the Property; and
- (ii) any quit rent, assessments, insurance premiums and deposits;

which shall be solely borne by the Purchaser(s).

3. Legal Fees, Stamp Duties and/or Disbursements

3.1 If the Purchaser(s), on the Purchaser(s)' own free will, choose not to be represented or not to engage separate and independent legal representation and the Purchaser(s) and/or the Purchaser(s) via any third party borrower(s) intends to apply and obtain financing for the purchase of the Property, the following terms and conditions in this Item 3 and Items 5, 6, 7 and 8 shall apply.

3.2 The Developer shall appoint and instruct Messrs. J. M. CHONG, VINCENT CHEE & CO, SUITE 6A.01, 6A.02 & 6A.03, 6A-04, LEVEL 6A, MENARA TREND, INTAN MILLENIUM SQUARE, NO. 68, JALAN BATAI LAUT 4, TAMAN INTAN, 41300 KLANG ("Developer's Solicitors") to prepare the SPA and the legal fees, stamp duties and all disbursements of and incidental thereto payable to the Developer's Solicitors for the preparation of the SPA and such other documents required by the Developer shall be borne and paid by the Developer. Subject to Item 3.7, upon issuance of the strata title to the Property by the relevant authority, only the legal fees payable to the Developer's Solicitors for the preparation of the Memorandum of Transfer shall be borne and paid by the Developer.

3.3 The Developer shall bear and pay the legal fees, stamp duties and all disbursements of and incidental thereto only to the Developer's Solicitors (for and on behalf of the Purchaser(s) and/or such third party borrower(s)) for the preparation of the Financing Security Documents (as hereinafter defined) including any statutory declaration on non-bankruptcy and any statutory declaration on owner's occupation by the Purchaser(s) and/or such third party borrower(s), subject to the compliance of the following terms and conditions:-

- (i) the financing must either be a financing which shall only be used for the purpose of financing the purchase of the Property;
- (ii) margin of the financing shall not exceed 90% of the Purchase Price of the Property ("Margin of Financing");
- (iii) the financing must be applied by the Purchaser(s) and/or such third party borrower(s), if applicable, from and granted and approved by the Financier; and
- (iv) the Financier shall appoint and instruct the Developer's Solicitors to prepare the Facility Agreement, the Deed of Assignment and the Power of Attorney ("Financing Security Documents") and such other documents required by the Financier on behalf of the Financier. In the event the Purchaser(s) and/or such third party borrower(s), if applicable, secures a financing based on Islamic principles, the term the "Financing Security Documents" shall refer only to the three main documents which are the equivalent of the Facility Agreement, the Deed of Assignment and the Power of Attorney;

Provided if:-

- (v) the financing granted to the Purchaser(s) and/or such third party borrower(s) is/are not a financing to purchase the Property only but a combination with other types of facilities or to comprise of mortgage loan/reducing term assurance (or its equivalent howsoever named) or overdraft facilities; or
- (vi) the financing granted to the Purchaser(s) and/or such third party borrower(s) is/are not solely for the purpose of financing the purchase of the Property but to be also used for other purposes; or
- (vii) the margin of the financing granted to the Purchaser(s) and/or such third party borrower(s) exceeds 90% of the Purchase Price of the Property;

then in any of the above events, the legal fees, stamp duties and disbursements only to be borne and paid by the Developer for the Financing Security Documents shall be limited to the legal fees, stamp duties and all disbursements of and incidental thereto only for the Financing Security Documents where the amount of the financing is utilized towards the payment of the purchase price of the Property and capped up to the Margin of Financing.

- 3.4 Save and except for the legal fees, stamp duties and disbursements as set out in this Item 3, the Purchaser(s) shall bear all other fees, penalties, costs, expenses and/or charges howsoever arising in any way whatsoever.
- 3.5 The Purchaser(s) shall not be entitled to any reimbursement or refund of any legal fees, stamp duties and/or disbursements howsoever arising in respect of the SPA and/or the Financing Security Documents in the event of:-
 - (i) the coming into force of any new legislations, statutory laws, rules, regulations, guidelines, whether or not having the force of law, on the decrease, waiver, exemption and/or remission of such legal fees, stamp duties and/or disbursements; or

- (ii) the Financier agreeing to bear the legal fees, stamp duty and/or disbursements for the Purchaser(s)' and/or such third party borrower(s)' financing; or
 - (iii) any other event howsoever arising which results in a decrease, waiver, exemption and/or remission of such legal fees, stamp duties and/or disbursements.
- 3.6 This Item 3 shall automatically lapse and shall be considered null and void and of no monetary value whatsoever if the Purchaser(s) fails to meet any of the terms in Items 3 and 5.
- 3.7 In the event the Purchaser(s) appoints his own solicitors to prepare the Memorandum of Transfer upon the issuance of the strata title to the Property by the relevant authority or fails to execute the Memorandum of Transfer with the Developer's Solicitors within six (6) months from the date of notification by the Developer of the issuance of the strata title to the Property, the legal fees in respect of the preparation of the Memorandum of Transfer shall not be paid by the Developer and such legal fees shall be borne and paid by the Purchaser(s).
- 3.8 If the Purchaser(s) engages separate and independent legal representation for the SPA and separate and independent legal representation for the Purchaser(s) and/or such third party borrower(s) for the financing for the purchase of the Property, the Purchaser(s) shall be solely liable to pay the Purchaser(s)' and/or such third party borrower(s)' own solicitors' and the Financier's solicitors' legal fees, stamp duties and disbursements howsoever arising for the SPA and financing.
- 3.9. If the Purchaser(s) and/or such third party borrower(s) do/does not intend to apply and obtain financing for the purchase of the Property, the Purchaser(s) shall within thirty (30) days from the date of the Data Form, issue a written confirmation to the Developer that the Purchaser(s) and/or such third party borrower(s) do/does not intend to apply and obtain any financing for the purchase of the Property. If the Purchaser(s) fail(s) to issue such letter of confirmation to the Developer after expiry of the said thirty (30) days period, the Developer shall deem that the Purchaser(s) and/or such third party borrower(s) is/are not intending to apply and obtain any financing for the purchase of the Property. In the event that the Purchaser(s) and/or such third party borrower(s) shall apply and obtain any financing for the purchase of the Property thereafter, the Purchaser(s) shall be solely liable to pay the Purchaser(s)' and/or such third party borrower(s)' own solicitors' and the Financier's solicitors' legal fees, stamp duties and disbursements howsoever arising for the financing for the purchase of the Property.
- 4. Application for consent to acquire property by and/or transfer to a non-citizen of Malaysia from the State Authority ("the SA Consent")
- 4.1 If the Purchaser(s) is a non-citizen of Malaysia, the Purchaser(s) shall bear all legal fees, application fees, registration fees and disbursements for the SA Consent.
- 5. Terms and Conditions for Entitlement to the Incentives
- 5.1 The Purchaser(s) must have fully paid the 1st 10% of the Purchase Price, less the Rebate, the Additional Rebate (if any), the Early Bird Rebate (if any), the Sales Conversion Rebate (if any) and executed the said Agreements within the period stipulated in Item 1.1.

5.2 If Item 3.3 applies:-

- (i) the Purchaser(s) and/or such third party borrower(s), if applicable, and/or such other security party(ies), if applicable, must have executed the Financing Security Documents and such other documents as may be required by the Financier either:-
 - (a) within the time period stipulated by the Financier under and pursuant to the Financier's letter(s) of offer; or
 - (b) within ninety (90) days from the date of the Data Form;
 whichever shall be the earlier;
- (ii) the differential sum between the Purchase Price and the Margin of Financing has been fully settled within the time frame as stipulated by the Developer;
- (iii) the letter of undertaking from the Financier in favour of the Developer in the form and substance accepted by the Developer shall have been received by the Developer; and
- (iv) the Financing Security Documents must have been completed, stamped and registered, as the case may be.

5.3 The Purchaser(s) has/have paid any late payment charges charged by the Developer on any outstanding payment due and payable under the said Agreements and this letter.

5.4 The Purchaser(s) shall only be entitled to the Incentives STRICTLY for the Property provided that the Purchaser(s) has/have complied with the terms and conditions stated herein and shall not be entitled to participate concurrently in any other incentive or promotional schemes offered by the Developer whether such incentive or promotional schemes are running concurrently or consecutively (unless otherwise allowed under such other incentive or promotional schemes). Changing from one (1) incentive or promotional scheme to another is strictly prohibited.

5.5 Notwithstanding anything in this letter, the Developer reserves the right to determine the eligibility of the Purchaser(s) for and/or the entitlement of the Purchaser(s) to the Incentives during the validity period of the Incentives and to decide on any other matters pertaining to the Incentives. The decision of the Developer shall be final, conclusive and binding on the Purchaser(s), heirs and/or personal representatives or the successors-in-title of the Purchaser(s), as the case may be.

6. Compliance with the said Agreements and the Incentives

6.1 The Purchaser(s) shall abide strictly by the terms and conditions as set out herein and shall fully indemnify and hold the Developer harmless against any and all losses, damages, claims, proceedings, actions, fines, penalties, costs and expenses which the Developer may suffer or incur arising from the Purchaser(s) acceptance of participation in the Incentives or from any breach by the Purchaser(s) of the terms and conditions herein or under and pursuant to the said Agreements.

- 6.2 Any non-compliance by the Purchaser(s) of the said Agreements and/or the Incentives shall immediately render the Incentives automatically terminated and this letter shall be null and void without any further notice to the Purchaser(s) and the Developer shall be entitled to terminate the said Agreements whereupon Item 7 shall apply.

7. Termination of the said Agreements

- 7.1 In the event of termination of the said Agreements after the same has been executed by the Purchaser(s) for any reason whatsoever, then the Incentives shall be deemed automatically terminated and any refund required to be made by the Developer to the Purchaser(s) under the provisions of the SPA shall be free of interest and shall be less the deductions of:-

- (i) such amounts as allowed to be forfeited under the SPA;
- (ii) all legal fees, stamp duties and disbursements which have been borne by the Developer;
- (iii) all legal fees, stamp duties and disbursements which the Developer is required to remit to the Developer's Solicitors;
- (iv) any late payment charges payable by the Purchaser(s) to the Developer on the outstanding Purchase Price;
- (v) the Rebate and/or the Additional Rebate (if any) and/or the Early Bird Rebate (if any) and/or the Sales Conversion Rebate (if any) and/or the Internet Service (if any) and/or the SplashMania Family Pass (if any) and/or the Contribution (if any); and
- (vi) thereafter, the Purchaser(s) shall have no more interest, rights or claims in the Property or against the Developer in any way whatsoever and the Developer shall be at liberty to dispose the Property to any third party without any further reference to the Purchaser(s).

8. Non assignable, Non exchangeable and others

- 8.1 The Incentives is/are personal to the Purchaser(s) who has/have purchased the Property from the Developer and complied with the terms and conditions herein and the Incentives cannot be assigned or transferred at any time, whether prior to, upon or after the execution of any of the documents.
- 8.2 The Incentives are not exchangeable for cash, kind, concession, favour in whatever name called.
- 8.3 This letter shall be governed by the laws of Malaysia.
- 8.4 This letter shall be binding on the Purchaser(s) heirs and/or personal representatives or the Purchaser(s) successors-in-title, as the case may be.

Please signify your acceptance and agreement to the above terms and conditions by signing on the duplicate copy of this letter and returning the same to us forthwith.

Thank you.


Yours faithfully
GAMUDA LAND (T12) SDN. BHD.

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TAN ZHER REM
RELATIONSHIP MANAGER

c.c

J. M. CHONG, VINCENT CHEE & CO
SUITE 6A.01, 6A.02 & 6A.03, 6A.04, LEVEL 6A,
MENARA TREND, INTAN MILLENIUM SQUARE,
NO. 68, JALAN BATAI LAUT 4, TAMAN INTAN,
41300 KLANG, SELANGOR

I/We, the undersigned, confirm my/our acceptance of this letter and agree to comply with all the terms and conditions stated herein.



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Purchaser's Signature
Name: MOHAMAD REDZMI BIN MOHAMAD RADZUAN
Passport/NRIC No.: 841203-02-6013
Date: 28/07/2021