

LETTER OF OFFER TO PURCHASE CUM TEMPORARY RECEIPT

SERIAL NO. PCS **1165**

Property Address :

PT64392, Lot 879691, Jalan Perigi Nenas 8/10, West Port Klang

Property Type : Bungalow factory

In consideration of the Purchaser Mr / Ms VHL Logistics Sdn Bhd

Co Reg No. 808145-K of _____

have inspected and hereby offer to purchase the above property on "as where it is basis" by forwarding a Cheque No. _____

dated 10 October 2018 for the sum of RM 228,000.00

being Earnest Deposit payable to THE ROOF REALTY SDN BHD as Stakeholder.

[Note : THE ROOF REALTY SDN BHD is not be responsible for any cash payment without its official receipt]

1. The Purchase Price of RM 11,400,000.00

2. Ten Percent (10%) of the total purchase price inclusive of the Earnest Deposit sum shall be paid immediately upon signing the Sale & Purchase Agreement (SPA) by the purchaser. (subject to RPGT retention)

3. The balance of Ninety Percent (90%) shall be paid within ninety (90) days from the date of signing the Sale & Purchase Agreement / Receipt of Consent from the Developer AND / OR Relevant Authorities (whichever is later) with an extension period thirty (30) days carrying an interest rate eight percent (8%) per annum.

4. The Sale & Purchase Agreement must be signed by both parties within 60 full working days from the date of acceptance by the Vendors.

In default of signing the Sale & Purchase Agreement within the above validity date :

a. by the purchaser(s), (provided that there is no undue delay on the part of the Vendor or Vendor's Solicitor) the said Earnest Deposit sum paid herewith shall be forfeited by the Vendor, which shall be shared equally between the vendor and THE ROOF REALTY SDN BHD.

b. by the Vendor, the vendor shall refund the Earnest Deposit to the Purchaser and pay a further sum equivalent to the Earnest Deposit being Agreed Liquidated Damages and the Purchaser shall also be entitled to lodge a private caveat against the property to the Purchaser OR the Purchaser shall be entitled to specific performance against the Vendor at the cost and expense of the Vendor.

c. it is hereby agreed between the parties hereto that in the event the Sale and Purchase Transaction is aborted either by the Purchaser or the Vendor before the execution of the Sale and Purchase Agreement, then either parties hereto shall pay THE ROOF REALTY SDN BHD an amount equivalent to Fifty (50%) of the Earnest Deposit or 50% of the agreed Agency Fee whichever the higher.

5. The Purchaser(s) shall bear the Stamp Duty, Registration Fees, and his/her legal fees incurred in the SPA in this transaction. The Vendor shall bear his / her own solicitors fees, the Discharge of charge and cost of obtaining the necessary consent from the Relevant Authorities. Outgoing expenses such as quit rents, assessments, maintenance charges (if any) shall be apportioned at the time of completion of Sale.

5. The Vendor shall pay THE ROOF REALTY SDN BHD an Agency Fee in accordance to Real Estate Act 1981 as agreed, due and payable immediately upon signing the Sale & Purchase (SPA) plus 6% Service Tax (SST).

Rules 48 (a) of the VALUERS, APPRAISERS AND ESTATE AGENTS RULES 1986, provided : the scale of fee to be charged by registered estate agents for their professional services for the Sale and Purchase of Land and Buildings shall be an amount fee of 3% Plus 6% Service Tax

6. In the event the Vendor(s) reject this offer, the Earnest Deposit sum paid herewith shall be refunded in full to the Purchaser without any interest and without any legal recourse.

7. This offer letter shall constitute a binding contract which shall be superseded only upon the execution of the formal (SPA).

8. Vacant possession shall only be given upon full settlement of purchase price. The property shall be sold with existing Tenancy.

9. Special Condition Refer the special condition from below page.

10. Sales Includes _____

Signed by the said Purchaser(s) & nominee(s)

Name (1) : VHL Logistics Sdn Bhd

Co Reg No. (1) : 808145-K

Name (2) : _____

NRIC (2) : _____

H/P No. : _____

Date : _____

Signed by the said Vendor(s)

Name (1) : _____

NRIC (1) : _____

Name (2) : _____

NRIC (2) : _____

H/P No. : _____

Date : _____

Witnessed by/Agency

Name : Yang Yean Fu

NRIC : 710818-10-5981

H/P No. : 010-2263051

Witnessed by/Agency

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1. Subject to bank loan approval with 90% margin of financing and Bank Valuation of the properties at the minimum of RM 11 million. If the valuation by the proposed Bank is below RM 11 million or Margin of financing is below 90% or the loan is rejected by the bank, the earnest deposit shall refund back to Purchaser in full without any interest being charged or legal recourse.

10. Special Condition

2. Purchaser will continue the rental with existing tenant. Seller will transfer below amount to purchaser upon completion of sales transaction.
Two month security deposit - RM 64000
Utilities deposit - RM 20000
Other deposit - RM 5000

Signed by the said Purchaser(s) & nominee(s)

Name (1) : VHL Logistics Sdn Bhd
Co Reg No. (1) : 808145-K
Name (2) : _____
NRIC (2) : _____
H/P No. : _____
Date : _____

Signed by the said Vendor(s)

Name (1) : _____
NRIC (1) : _____
Name (2) : _____
NRIC (2) : _____
H/P No. : _____
Date : _____

Witnessed by/Agency

Name : Yang Yean Fu
NRIC : 710818-10-5981
H/P No. : 010-2263051

Witnessed by/Agency

Name : Yang Yean Fu
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H/P No. : 010-2263051

Purchaser Copy

Our Panel Lawyers

Below list are Panel Lawyer Firms recommended by The Roof Realty for their trusted services and favourable rates. Their services are highly recommended based on long-term track record of outstanding expertise in property conveyancing and excellent customer service. Kindly note that customer's decision to engage with their services is not compulsory.

Firm	Koo Cheong & Sony Shee Advocates & Solicitors (Klang Valley)
Address	22A-2, JALAN Puteri 2/5, 47100 Bandar Puteri Puchong, Selangor
Tel No.	03-80691688
Fax No.	
E-mail	katherinelow.kcss@gmail.com
Lawyer(s)	Shee Chia Wei
Lawyer's Mobile No.	011-39908088
Marketing P.I.C Name	Ms Katherine Low
Marketing P.I.C Mobile No.	012-7236099

Firm	Chee Sun & Associates (Penang)
Address	B15-03 Megan Avenue 2, 12 Jalan Yap Kwan Seng, 50450 Kuala Lumpur
Tel No.	
Fax No.	
E-mail	general@cheesunassociates.com
Lawyer(s)	Goh Chee Sun
Lawyer's Mobile No.	018-9177852
Marketing P.I.C Name	
Marketing P.I.C Mobile No.	