

- (3) If the Purchaser fails to obtain the Loan due to his ineligibility of income and has produced proof of such ineligibility to the Vendor, the Purchaser shall then be liable to pay to the Vendor only one per centum (1%) of the purchase price and this Agreement shall subsequently be terminated. In such an event, the Vendor shall, within twenty-one (21) days of the date of the termination, refund the Purchaser the balance of the amount paid by the Purchaser.
- (4) Subject to subclause (3), if the Purchaser fails to accept the Loan or defaults in complying with the necessary requirements for the application or is disqualified as a result of which the Loan is withdrawn by the Financier, as the case may be, the Purchaser shall then be liable to pay to the Vendor the whole of the purchase price or such part thereof as shall then remain outstanding.
- (5) In the event that the Vendor shall not be able to obtain any loan for the Purchaser, the Vendor shall, within fourteen (14) days after receipt of notification of rejection of the loan, inform the Purchaser of the same and the Vendor shall not in any way be liable to the Purchaser for any loss, damage, cost of expense howsoever arising or incurred and such failure to obtain the loan shall not be a ground for any delay in the payment or for any non-payment on due dates of any of the installments of the purchase price as set out in the Third Schedule hereto.
- 6. Loans from Federal or State Government or statutory authority**
- (1) If the Purchaser is desirous of obtaining a loan from the Government of Malaysia or any State Government in Malaysia or any statutory authority which provides loan facilities, the Purchaser shall, within fourteen (14) days after receipt of a stamped copy of the Agreement, inform the Vendor of the same in writing and the Purchaser shall do all acts and things necessary to secure the loan.
- (2) If the Purchaser fails to obtain the loan for any reason whatsoever, the Purchaser shall then be liable to pay to the Vendor the whole of the purchase price or such part thereof as shall then remain outstanding.
- 7. Purchaser's right to initiate and maintain action**
- The Purchaser shall be entitled on his own volition in his own name to initiate, commence, institute and maintain in any court or tribunal any action, suit or proceeding against the Vendor or any other person in respect of any matter arising out of this Agreement unless a contrary intention is expressed in any agreement, assignment or charge between the Purchaser and the Financier in which case the prior written consent of the Financier must first be obtained.
- 8. Time essence of contract**
- Time shall be the essence of the contract in relation to all provisions of this Agreement.
- 9. Interest on late payments**
- (1) Without prejudice to the Vendor's right under clause 10 hereof, if any of the installments set out in the Third Schedule hereto shall remain unpaid by the Purchaser at the expiration of the said period of twenty-one (21) working days, interest on such unpaid installment or installments shall commence immediately thereafter and be payable by the Purchaser, such interest to be calculated from day to day at the rate of ten per centum (10%) per annum.
- (2) The Vendor shall not be entitled to charge interest on late payment in respect of any installment if the delay in payment of such installment is due to any one or more of the following:
- (a) the relevant progressive claim notice referred to in the Third Schedule hereto furnished by the Vendor the Purchaser and/or the Financier is not complete or is not in compliance with the requirement of subclause 4(2) hereof;
- (b) in the event the said Land is encumbered to any bank and/or financial institution by the Vendor, such bank and/or financial institution shall delay or fail to issue and deliver the redemption statement and undertaking letter in respect of the said Lot to the Purchaser or the Financier; and
- (c) in the event the said Land is encumbered to any bank and/or financial institution by the Vendor, the Financier shall refuse to release the relevant portion of the Loan equivalent to the progressive payment due on the ground that such progressive payment is insufficient to settle the full redemption sum payable in respect of the said Lot.

10. Default by Purchaser and determination of Agreement

(1) If the Purchaser -

(a) subject to subclause (3) below, fails to pay any installment payable under subclause 4(1) in accordance with the Third Schedule hereto or any part thereof and any interest payable under clause 9 for any period in excess of twenty-eight (28) days after its due date; or

(b) subject to subclause (3) below, fails to pay any sum payable under this Agreement for any period in excess of twenty-eight (28) days after its due date; or

(c) commits any breach of or fails to perform or observe any material terms and conditions or covenants herein this Agreement; or

(d) before payment in full of the purchase price of the said Property, commits an act of bankruptcy or enters into any composition or arrangement with his creditors or, being a company, enters into liquidation, whether compulsory or voluntary,

the Vendor may, subject to subclause (2) hereof, annul the sale of the said Property and forthwith terminate this Agreement and in such an event -

(i) the Vendor shall be entitled to deal with or otherwise dispose of the said Property in such manner as the Vendor shall see fit as if this Agreement had not been entered into;

(ii) the installments previously paid by the Purchaser to the Vendor, excluding any interest paid, shall be dealt with and disposed of as follows:

(a) firstly, all interest calculated in accordance with clause 9 hereof owing and unpaid shall be paid to the Vendor;

(b) secondly, a sum equal to ten per centum (10%) of the purchase price thereof shall be forfeited to the Vendor; and

(c) lastly, the residue thereof shall be refunded to the Purchaser;

(iii) neither party hereto shall have any further claim against the other for costs, damages, compensation or otherwise hereunder; and

(iv) each party hereto shall pay its own costs in the matter.

(2) Upon the occurrence of any of the events set out in paragraph 10(1)(a), (b), (c), or (d) herein, the Vendor shall give the Purchaser or his solicitors not less than fourteen (14) days notice in writing by A.R. Registered post to treat this Agreement as having been repudiated by the Purchaser and unless in the meanwhile such default and/or breach alleged is rectified or such unpaid installments and interest are paid or subclause (3) hereof shall apply, this Agreement shall, at the expiration of the said notice at the option of the Vendor be deemed to be annulled.

(3) If the Purchaser shall have before the expiry date of the said fourteen (14) days notice obtained approval of the Loan and paid the difference between the purchase price and the Loan and delivered to the Vendor the undertaking letter from the Financier to release the Loan to the Vendor, the Vendor then shall not annul the sale of the said Property and terminate this Agreement unless the Financier shall default in its undertaking to release the Loan to the Vendor or fail to make the first disbursement of the Loan to the Vendor within thirty (30) days from the expiry of the said fourteen (14) days notice.

11. Separate document of title/transfer of title

(1) Upon the execution of this Agreement the Vendor shall, at its own cost and expense and as expeditiously as possible, obtain the issue of a separate document of title to the said Lot.

(2) Upon the issue of the separate document of title to the said Lot and subject to the payment of the purchase price by the Purchaser to the Vendor in accordance to clause 4(1) and the observance of all the terms and conditions herein provided, the Vendor shall, within twenty-one (21) days, execute a valid and registrable memorandum of transfer of the said Property to the Purchaser, his heir or nominee or lawful assign, as the case may be.

Where the Vendor agrees to carry out such alterations or additional works for the Purchaser the Vendor shall annex to this Agreement an inventory list of such permissible alterations or additional items with a prefixed schedule of rates or charges in respect thereof and the Purchaser shall pay for the cost of such alterations or additional works within twenty-one (21) working days of the Vendor's request in writing for such payment.

The Purchaser shall not carry out or caused to be carried out any variation to the said Building and description therein or any alteration or addition to the said Building or install or caused to be installed any fixtures or fittings which would involve the amendment of the approved Building Plan or the submission of further plans without prior written consent of the Vendor until the relevant Certificate of Fitness for Occupation has been issued.

15. Restriction against variation by Purchaser

The said Building shall be constructed in a good and workmanlike manner in accordance with the description set out in the Fourth Schedule hereto and in accordance with the plans approved by the Purchaser, as the Purchaser hereby acknowledges. No changes thereto or deviations therefrom shall be made without the consent in writing of the Purchaser except such as may be required by the Appropriate Authority. The Purchaser shall not be liable for the cost of such changes or deviations and in the event that the changes or deviations involve the substitution or use of cheaper materials or the omission of works originally agreed to be carried out by the Vendor the Purchaser shall be entitled to a corresponding reduction in the purchase price herein or to damages, as the case may be.

14. Materials and workmanship to conform to description

The Layout Plan of the housing development, including the said Lot, has been approved by the Appropriate Authority and no alteration to the Layout Plan shall be made or carried out except as may be required or approved by the Appropriate Authority. Such alteration shall not annul the Agreement or be the subject of any claim for damages or compensation by or against any party to the Agreement except where the alteration to the Layout Plan results in change of the land area or the built-up area.

Any payment resulting from the adjustment and required to be paid by the Vendor or the Purchaser, as the case may be, shall be so paid within fourteen (14) days of the issue of the final document of title.

The Vendor may only claim from the Purchaser any payment resulting from the adjustment up to a maximum which is equivalent to the value of two per centum (2%) of the total area of the said Lot as shown in the final document of title.

(RM 538.20) only per square foot/metre shall be adjusted accordingly.

calculated at the rate of Ringgit Malaysia Five Hundred Thirty Eight and Sen Twenty boundaries and/or area as shown in the final document of title when issued, the purchase price of the said Lot and if the measurements, boundaries and area of the said Lot shown in the Layout Plan shall be different from its measurements, boundaries and area of the said Lot as given therein are believed but not guaranteed to be correct. The position of the said Lot in relation to the other lots shown in the Layout Plan in the First Schedule and the

13. Position and area of the Lot

The Purchaser shall pay to the Vendor for giving the consent an administrative fee in the sum of five hundred ringgit (RM500.00) or zero point five per centum (0.5%) of the purchase price, whichever shall be lower. No administrative fee shall be payable in respect of any consent in favour of any bank or financial institution or in respect of any consent to a reassignment from the bank or financial institution to the Purchaser. The Vendor shall not require the Purchaser or the intended purchaser/assignee to pay the Vendor's solicitor's fees in any event.

Vendor shall endorse consent to the assignment between the Purchaser and his intended purchaser/assignee within twenty-one (21) days from the date of receipt by the Vendor of such assignment.

In the event the separate document of title to the said Lot has not yet been issued and no memorandum of transfer of the said Property has been executed in favour of the Purchaser and provided that the Purchaser has fully paid the purchase price and duly complied with all the terms and conditions and stipulations on the Purchaser's part contained herein, the Vendor shall not be subject to subclause (2) hereof, withhold its consent to any intended sale, transfer or assignment by the Purchaser to any third party (including any bank or financial institution) and the Vendor shall endorse consent to the assignment between the Purchaser and his intended purchaser/assignee within

12. Consent to assignment/subsale

21. Compliance with written laws

The Vendor shall, in relation to the said Building to be erected, conform to the provisions and requirements of any written law for the time being in force affecting the said housing development and shall keep the Purchaser indemnified against all fines, penalties or losses incurred by reason of any breach of the provisions of any written laws.

22. New laws affecting housing development

The Purchaser shall not be liable to indemnify the Vendor in the event of an introduction of new laws or the amendment of existing laws which shall impose on the Vendor additional fees, charges or taxes, the payment of which shall be necessary for continuing and completing the development of the said housing development or any part thereof in accordance with the Layout Plan, Building Plan and description therein referred to and the due observance and performance by the Vendor of its obligation and liabilities hereunder.

23. Time for delivery of vacant possession

(1) Vacant possession of the said Building shall be delivered to the Purchaser in the manner stipulated in clause 24 herein within twenty-four (24) calendar months from the date of this Agreement.

(2) If the Vendor fails to deliver vacant possession of the said Building in the manner stipulated in clause 24 herein within the time stipulated in subclause (1), the Vendor shall be liable to pay to the Purchaser liquidated damages calculated from day to day at the rate of ten per centum (10%) per annum of the purchase price from the expiry date of the delivery of vacant possession in subclause (1) until the date the Purchaser takes vacant possession of the said Building. Such liquidated damages shall be paid by the Vendor to the Purchaser immediately upon the date the Purchaser takes vacant possession of the said Building.

(3) For the avoidance of doubt, any cause of action to claim liquidated damages by the Purchaser under this clause shall accrue on the date the Purchaser takes vacant possession of the said Building.

(4) For the purpose of claiming any liquidated damages in the Tribunal of Homebuyer Claims established under section 16B of the Housing Development (Control and Licensing) Act 1966 [Act 118], such claim shall be made not later than twelve (12) months from-

(a) the date of issuance of the certificate of fitness for occupation for the said Building; or
(b) the expiry date of the defects liability period as set out in clause 26.

24. Manner of delivery of vacant possession

(1) Upon the issuance of a Certificate by the Vendor's architect certifying that the construction of the said Building has been duly completed and water and electricity supply are ready for connection to the said Building and the Vendor has applied for the issuance of the Certificate of Fitness for Occupation from the Appropriate Authority in compliance with the relevant provisions of the Uniform Building By-Laws 1984 and the Purchaser having paid all monies payable under subclause 4(1) in accordance with the Third Schedule and all other monies due under this Agreement and the Purchaser having performed and observed all the terms and covenants on his part under this Agreement the Vendor shall let the Purchaser into possession of the said Property.

(2) The delivery of vacant possession by the Vendor shall be supported by-

(a) a certificate signed by the Vendor's architect certifying that the said Building has been duly constructed and completed in accordance with all relevant Acts, by-laws and regulations and that all conditions imposed by the Appropriate Authority in respect of the issuance of the Certificate of Fitness for Occupation have been duly complied with; and

(b) a letter of confirmation from the Appropriate Authority certifying that the Form B as prescribed under Second Schedule to the Uniform Building By-Laws 1984 has been duly submitted by the Vendor and checked and accepted by the Appropriate Authority.

(3) Such possession shall not give the Purchaser the right to occupy and the Purchaser shall not occupy the said Property until such time as the Certificate of Fitness for Occupation for the said Building is issued.

(4) Upon the expiry of fourteen (14) days from the date of a notice from the Vendor requesting the Purchaser to take possession of the said Property, whether or not the Purchaser has actually entered into possession or occupation of the said Property, the Purchaser shall be deemed to have taken delivery of vacant possession.

30. Schedules

The First, Second, Third and Fourth Schedules hereto shall form part of this Agreement and shall be read, taken and construed as an essential part of this Agreement.

31. Interpretation

In this Agreement, where the context so admits-

(a) "Appropriate Authority" means any authority for the time being authorised under any written law in force in West Malaysia to approve subdivisions of land, building plans, the issue of documents of title and to enforce any other laws related thereto and includes any corporations or private agencies licensed by the Appropriate Authority to provide electricity, telephone, sewerage services and other related services;

(b) "Controller" means the Controller of Housing appointed under the Housing Development (Control and Licensing) Act 1966;

(c) "Purchaser" includes his heirs, personal representatives, successors in title and permitted assigns and where there are two or more persons included in the expression "the Purchaser" their liabilities under this Agreement shall be joint and several;

(d) "ready for connection" means electrical points and water fittings and fixtures have been installed by the Vendor and tested and commissioned by the Appropriate Authority or its authorised agent and supply is available for tapping into individual building units;

(e) "Vendor" includes its successors in title and permitted assigns; and

(f) words importing the masculine gender shall be deemed and taken to include the feminine and neuter genders and the singular to include the plural and vice versa.

32. Persons to be bound by Agreement

This Agreement shall be binding upon the successors in title and permitted assigns of the Vendor, the heirs, personal representatives, successors in title and permitted assigns of the Purchaser* and the Proprietor.

IN WITNESS WHEREOF the parties have set their hands the day and the year first above written.

SIME UEP DEVELOPMENT SDN BHD

(Company No. 990694W)

Zulkhimi Abdul
NRIC 590403-11-5277

Saukhan Kadir
NRIC 470013-01-5593

Signed by
()
()
()
for and on behalf of the abovenamed
()
Vendor in the presence of:-
()

Mohd Saifuddin Bin Mat Hussin
NRIC 530113-03-5615

Signed by the abovenamed
()
()
Purchaser(s) in the presence of:-
()

KATIJAH BTE ISMAIL
Advocate & Solicitor
Kuala Lumpur

Sime UEP Holdings Sdn Bhd
(Company No. 17560-1)

Zulkhimi Abdul
NRIC 590403-11-5277

Signed by
()
()
()
for and on behalf of the abovenamed
()
Proprietor(s) in the presence of:-
()

Mohd Saifuddin Bin Mat Hussin
NRIC 530113-03-5615

* Delete whichever is not applicable.
This applies only to Wilayah Persekutuan Putrajaya as described in section 10 of the Perbadanan Putrajaya Act 1995 [Act 536].

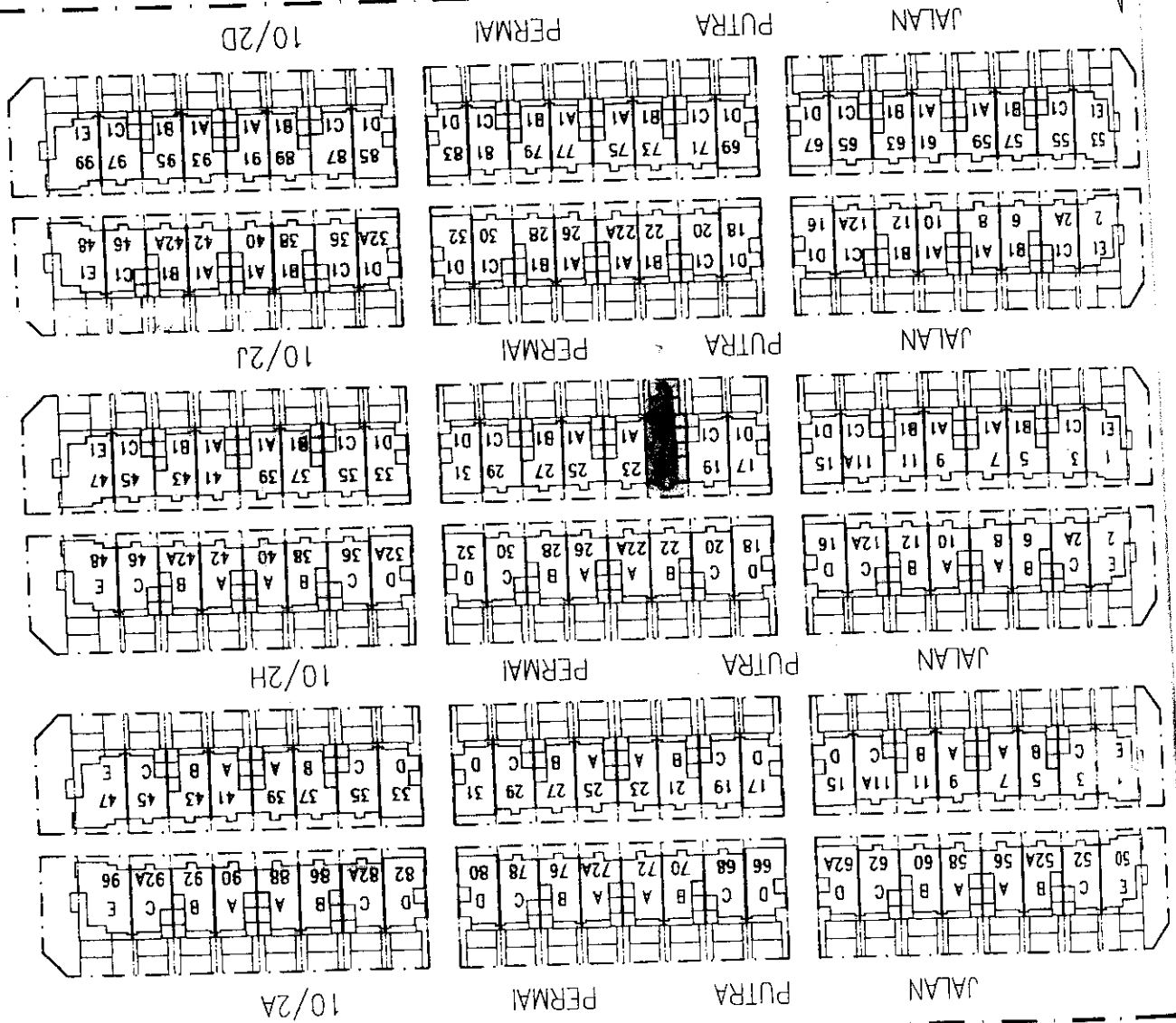
SITE PLAN

DOUBLE STOREY
LINK HOUSE

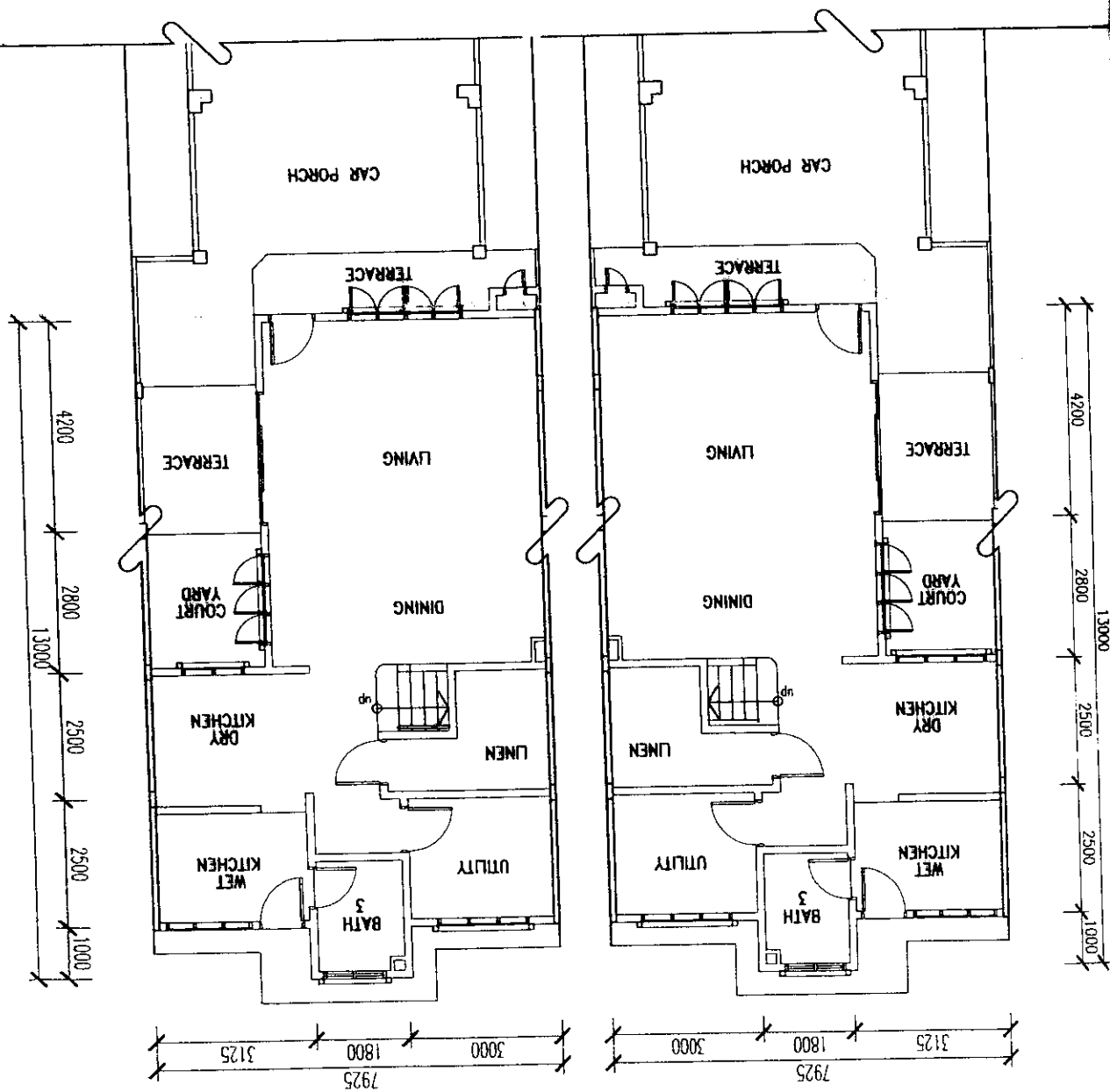
PHASE
4H
(26'x75')

ARCHITECT :
SIME UEP :
SHEET NO. : 1

FIRST SCHEDULE



SECOND SCHEDULE



GROUND FLOOR PLAN

TYPE B1

DOUBLE STOREY LINK HOUSE

PHASE 4H
(26'x75')

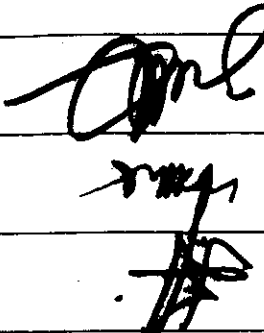
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1/4

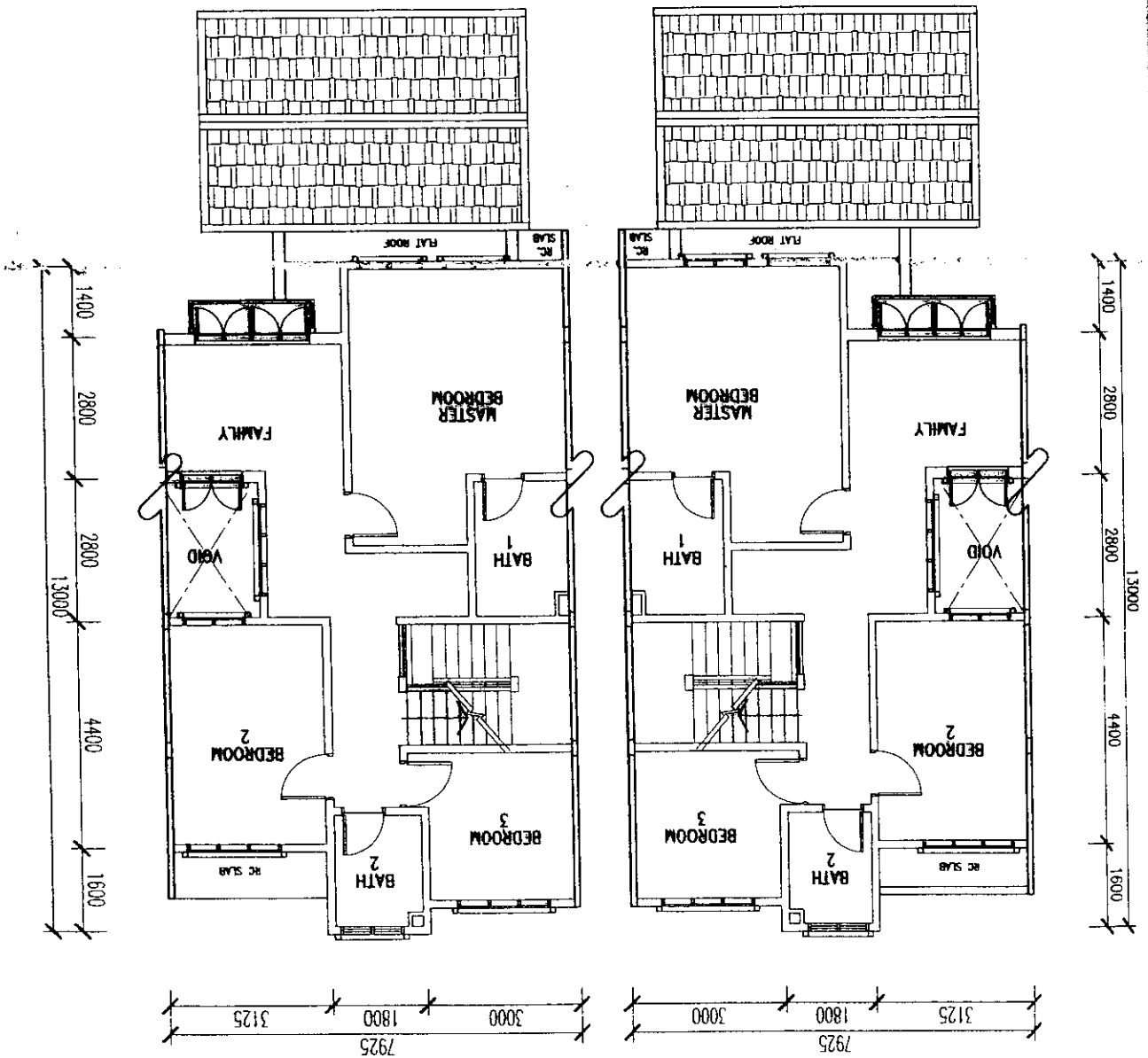
SITE UEP :

ARCHITECT :

[Handwritten signatures and initials]

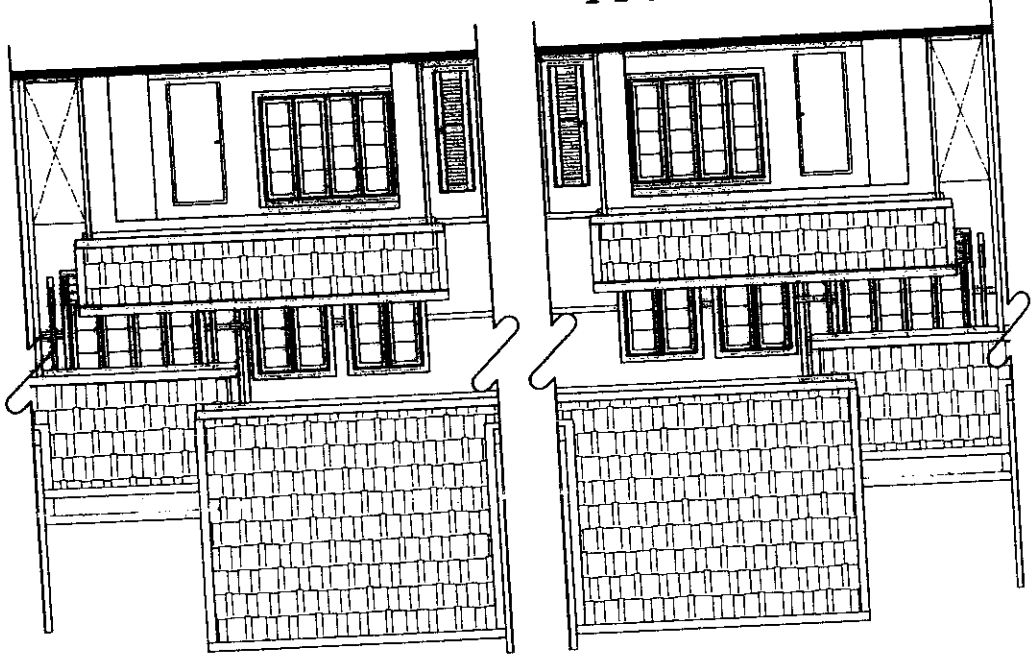
	2/4	SHEET NO. :	PHASE 4H (26'x75')	DOUBLE STOREY LINK HOUSE
		TIME DEP. :		
		ARCHITECT :		

TYPE B1 FIRST FLOOR PLAN

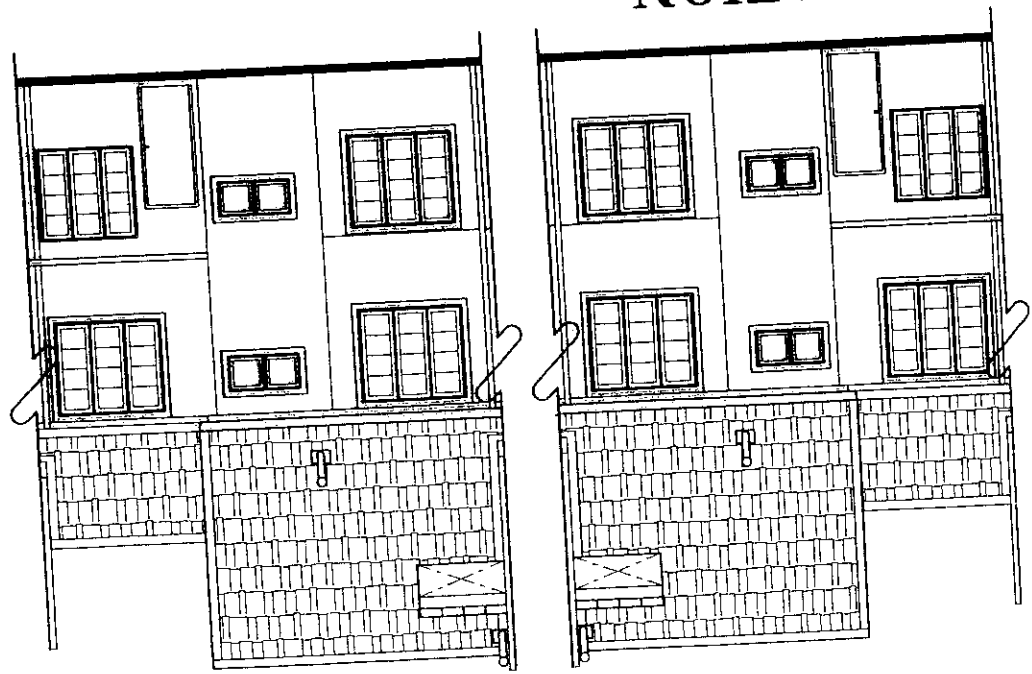


DOUBLE STOREY LINK HOUSE		PHASE 4H (26'x75')		SHEET NO. :	3/4	DATE :	ARCHITECT :
						1/11/11	<i>[Signature]</i>

FRONT ELEVATION
TYPE B1



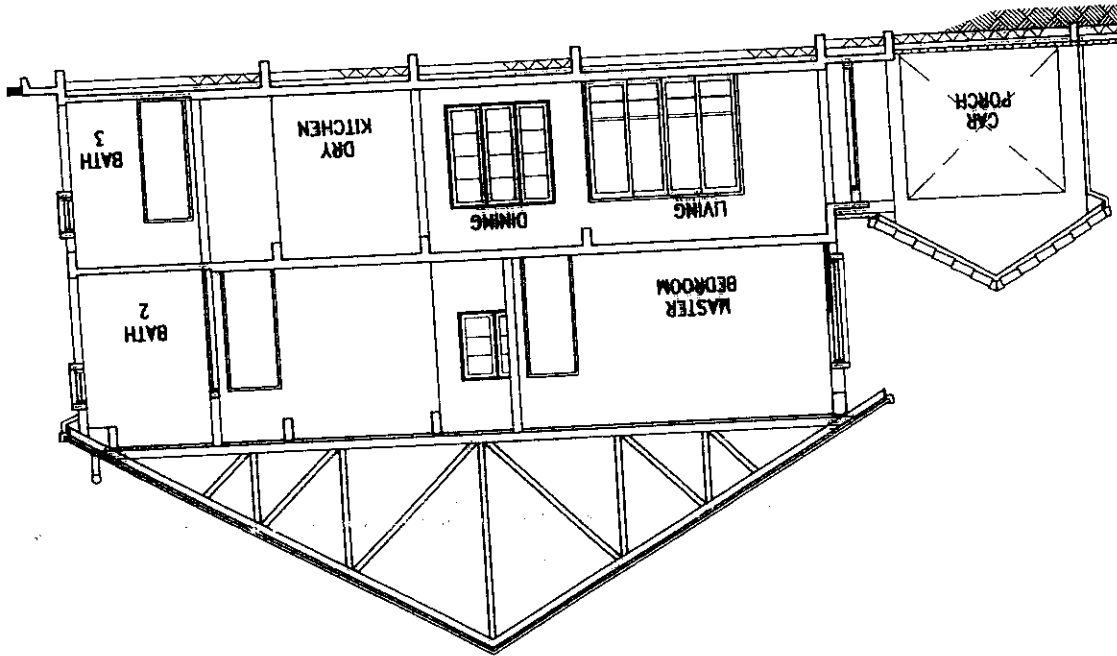
REAR ELEVATION
TYPE B1



DOUBLE STOREY LINK HOUSE		PHASE 4H (26'x75')	SHEET NO. : 4/4	<i>[Handwritten signature]</i>
ARCHITECT :		SIME DEP :	<i>[Handwritten signature]</i>	

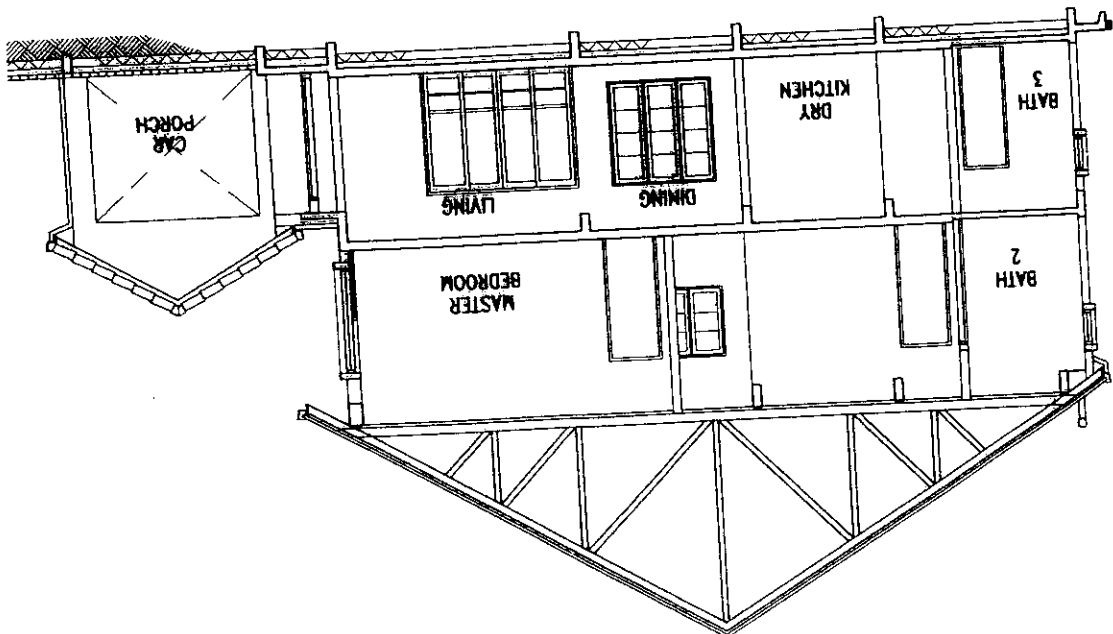
SECTIONAL ELEVATION

TYPE B1



SECTIONAL ELEVATION

TYPE B1



SECOND SCHEDULE