

# SALES FORM

Version.14092022

Entity : Medini Heritage Sdn Bhd Project : Taman Perdana Tiong Nam (PHASE 2)  
Plot No. :  
Property : 2 Storey Terrace House Property Type: Corner/Intermediate/ Build-up Area : SQFT  
PTD No. : End Lot Land Area : SQFT  
Pay Sch : Third Schedule Purchaser Price: Extra Land Area : SQFT

## Particulars Required Applicant(s)

Name (1) : NRIC No / Passport No :  
Sex :

Mailing Address :

Telephone (RES) : Fax No :  
Handphone No : Nationality :  
Race : Marital Status :  
Date of Birth :  
Remarks :

Contact Person : Occupation :  
Telephone No : Fax No :  
Email Address :

## Joint Buyers (2)

Name (2) : NRIC No / Passport No :  
Contact No :  
Email address :

.....  
Signature (1) : Signature (2) :  
Date : Date :

.....  
Sold by :  
Date :

.....  
Staff In Charge :  
Date :

\_\_\_\_\_  
Authorised Signatory  
MEDINI HERITAGE SDN BHD (1052685-D)

## PERSONAL DATA

In accordance with the Malaysian Personal Data Protection Act 2010, the personal information we collect from you will be used by Medini Heritage Sdn Bhd ( Company No.: 1052685-D) and its controlled subsidiaries and affiliates to provide the services or carry out the transaction(s) you have requested or authorized; and may also be used to request additional information on feedback that you provide about the product or service that you are using; to improve the product or service, or to provide you with advance notice of events or to tell you about new product release which may be of interest to you. We will endeavour to ensure that your personal data is protected adequately wherever possible.

#### TERMS AND CONDITIONS

- 1 The Sales Form signed by the Purchaser (whose name(s) appear on the reverse) shall be deemed accepted upon payment herein and issuance of the Developer's Official Receipt. No other act(s) shall constitute acceptance. Acceptance of payment shall be deemed as part payment of the purchase price (hereinafter referred to as "the Earnest Money");;
- 2 I/We authorize and agree that the Developer to forfeit RM 1,000.00 absolutely in the event I/We cancel the purchase and/or fail to execute the Sale and Purchase Agreement within fourteen (14) working days from the date of the Sales Form signed by the Purchaser, and thereafter neither party shall have any claim against the other;
- 3 I/We hereby acknowledge and accept that the name of the project and the postal address for the said unit/parcel when issued by the Appropriate Authority may not be the identical descriptions as stated above. Any dispute arising there from shall not be the subject matter of any claims for damages, compensation and or whatsoever;
- 4 The Developer reserves the right from time to time to make such deviations and amendments from the said plans and specifications as may required by the relevant authorities or if the Developer's architects and engineers shall consider necessary or expedient. The Purchaser hereby consents to such deviations and amendments;
- 5 The Purchaser shall be liable for and shall pay on demand all stamp duties, registration fees, and other disbursements pertaining to the purchase of the said unit;
- 6 (If applicable) As Foreigner Interest Purchaser, I/We hereby acknowledge that the purchase of the Property requires the prior written approval of the Johor State Authority (hereinafter referred to as "the State Authority Approval") as I/we am/are a non-Malaysian citizen or a foreign company (as defined under Section 433A of the National Land Code, 1965). I/We shall at my/our own cost and expense apply for the State Authority Approval within the required period. I/We shall bear and pay the approval fee or levy imposed by the Johor State Authority (hereinafter referred to as "Approval Fee") for the State Authority Approval and such other payments, if any, as may be required by the Johor State Authority in granting the State Authority Approval.
- 7 I/We hereby agree and confirm that I/we shall appoint the Developer's appointed panel solicitors, to prepare the Agreement wherein the legal fees ("the Costs") in respect of the Property (excluding other disbursements) would be paid by the Developer. In consideration of you agreeing to pay for the Costs aforesaid, I/we shall appoint and engage the Solicitors to handle my/our loan documentation to part finance the purchase of the Property and I/we undertake to pay the full legal fees, stamp duties and all other disbursements in respect of the loan to the Solicitors failing which the Costs aforesaid shall be paid by me/us;
- 8 I/We hereby agree and undertake that the loan obtained by me/us to part finance the purchase of the Property must be applied and granted by an end-financier approved by the Developer who shall appoint and instruct the Solicitors to prepare the loan documentation on behalf of the said financier. I/We further agree and confirm that the procurement of financing or loan to part finance the purchase of the Property shall not be regarded as a condition precedent to the sale herein. Failure to secure or obtain any financing or loan shall not annul or give rights to me/us to terminate the sale herein or demand for any refund of the Earnest Money upon your acceptance our/my offer to purchase herein PROVIDED ALWAYS THAT the Developer shall refund the Earnest Money to me/us in the event that I/we am/are to provide an official letter from at least two (2) of your appointed end-financier banks or financial institutions evidencing the rejection/disqualification of my/our loan application within twenty-one (21) days from the date hereof;
- 9 I/We agree and confirm that the sale and purchase herein shall not be transferred / assigned / substituted to/by any third party(ies) without the Developer's prior written consent;
- 10 The terms and conditions herein shall be read and construed together with the provisions in the Sale and Purchase Agreement and in the event of conflict or discrepancy, the Sale and Purchase Agreement shall prevail;
- 11 The Purchaser hereby declares that the information given on the reserve is true and correct;
- 12 In this Agreement where the context so admits:-
  - a) the expression "the Developer" includes its successors in title and assigns;
  - b) the expression "the Purchaser" includes his heirs personal representatives successors in titles and permitted assigns and where there are two or more persons so included in the expression, "the Purchaser" their liabilities under this Agreement shall be joint and several;
  - c) Words importing the masculine gender shall be deemed and taken to include the feminine and neuter gender and the singular to include the plural and vice versa;
- 13 In the event of conflict or discrepancy between the various languages in any form of advertisement, contract etc. in relation to this Sale and Purchase, the English Language version shall prevail;
- 14 No oral communications shall form a part of this contract.