

To:

MESSRS WANG & S.B. WONG
Advocates & Solicitors
No. 9A, Jalan Aggerik 1
Taman Kulai Utama
81000 Kulai, Johor

Date :

Dear Sirs,

RE : TRANSFER OF RETAINER FEES
PROJECT : D'SECRET GARDEN 2
PROPOSED PROPERTY :
INDICATIVE PURCHASE PRICE :
DEVELOPER :

I/We refer to the above-captioned matter and your letter of Appointment as my/our Retainer in respect of the above-mentioned Project.

2. Please accept this as my/our Official Notification of the Termination of your Appointment as Retainer and kindly arrange to transfer the following retainer sum to the Developer as follows:-

- a. Retainer Sum : RM 1000.00
- b. Name :
- c. Bank :
- d. Account No :

2. I/We hereby confirm that upon the transferred of the Retainer Sum, we shall have no claim whatsoever against you and you shall have fully discharged all of your obligation and/or responsibilities whatsoever toward me/us and I/We shall have no claim whatsoever against you.

Thank you.

Yours faithfully,

Name :
NRIC NO.:

Name :
NRIC NO.:

**PROPERTY SALES FORM
KHOO SOON LEE REALTY SDN. BHD.
TAMAN KEMPAS INDAH**

PURCHASER(S) PARTICULARS

SPA DATE: _____

NAME 1) _____
 2) _____
 3) _____
 4) _____

NRIC NO. 1) NEW: _____ OLD IC : _____
 2) NEW: _____ OLD IC : _____
 3) NEW: _____ OLD IC : _____
 4) NEW: _____ OLD IC : _____

CONTACT NO. HANDPHONE: _____ HOME: _____

FAX NO. : _____ EMAIL: _____

ADDRESS : _____

PROPERTY PARTICULARS

UNIT NO. : _____ LOT NO. : _____

PROPERTY ADD. : _____ H.S.(D) : _____

_____ MUKIM : **TEBRAU**

_____ AREA (SQ.M.) : _____

PURCHASE PRICE : _____ AREA (SQ.FT.) : _____

SOLICITOR : _____ PROPERTY TYPE : _____

FINANCIER : _____ DEPOSIT PAID : _____

BROKER : _____ RECEIPT NO. : _____

TEL. NO. : _____ LOAN AMT/MARGIN : _____

_____ CHEQUE NO. : _____

_____ APPROVED BY : _____

Acknowledged & Confirmed by:

SIGNATURE OF :1) _____ ATTENDED BY : _____

PURCHASER(S) :2) _____ VERIFIED BY : _____

:3) _____ APPROVED BY : _____

:4) _____

REMARKS : Cancel lot will forfeit RM 500 with bank reject letter, if without bank reject letter will forfeit all deposit
 : Free Legal Fee and disbursement on SPA only
 : Free Legal Fee, Stamp duty and Disbursement on Loan Agreement only
 : _____

ACKNOWLEDGEMENT OF LEGAL REPRESENTATION

To : KSL/Prosper Plus/**Khoo Soon Lee Realty Sdn. Bhd.**

Re : Project : Pangsapuri Kempas Indah 2 (D'Secret Garden 2)
Developer : Khoo Soon Lee Realty Sdn. Bhd.
Purchaser :
Property : Service Apartment Parcel No.: Block:

I/We, the undersigned, expressly acknowledge the following:-

1. I/We am/are the abovenamed _____.
2. I/We am/are fully aware, and hereby acknowledge, that you, the Developer shall appoint MESSRS _____ **Advocates & Solicitors** (the "said Solicitors") solicitors acting only for the Developer in the sale of the property, and that the said Solicitors are NOT representing me/us in the matter; notwithstanding that they witness or attest my/our execution of the relevant documents.
3. I/We have been advised, and am/are fully aware, that I/we am/are at liberty to engage separate and independent legal representation in the matter.
4. I/We fully aware that I/we have to bear the legal fee, stamp duty and disbursement on Sale and Purchase Agreement if I/we appoint my/our own solicitor.
5. The contents of this acknowledgment have been explained to me/us and I/we fully understand the same.

Dated :

Name :
NRIC No. :

Name :
NRIC No. :

KSL's COPY

Date :

To : The Manager
Khoo Soon Lee Realty Sdn. Bhd.
112, Jalan Kempas Indah 1/1,
Taman Kempas Indah,
81300 Johor Bahru, Johor.

PROJECT : **- PANGSAPURI KEMPAS INDAH 2 (D'SECRET GARDEN 2) @ TAMAN KEMPAS INDAH CONSENT FOR THE CHANGES OF THE MASTER / LAYOUT/ BUILDING PLAN OF THE PROJECT**

I/We are fully aware that the master planning, layout plan, building plan and etc. of the above project are subject to changes by your company or the authorities.

I/We have no objection to the future changes and amendments of the existing plans.

Yours faithfully,

Name :
NRIC No. :

Name :
NRIC No. :

Date :

To : The Manager
Khoo Soon Lee Realty Sdn. Bhd.
112, Jalan Kempas Indah 1/1,
Taman Kempas Indah,
81300 Johor Bahru, Johor.

**PROJECT: PURCHASE OF AN UNIT OF SERVICE APARTMENT KNOWN
AS UNIT (PHASE) MUKIM OF TEBRAU, JOHOR
BAHRU, PANGSAPURI KEMPAS INDAH 2 (D'SECRET GARDEN
2) @ KEMPAS INDAH.**

I/We refer to the above and hereby confirm my/our agreement to allow you to forfeit my /
our deposit of _____ being part of the down payment for the above property if the
balance of down payment of RM _____ is not settled on or before _____.

I/We have not make any claims against you pertaining to the above.

Yours faithfully,

Name :
NRIC No. :

Name :
NRIC No. :

Date :

Dear Sirs,

RENOVATION DEPOSIT UPON HANDING OVER OF VACANT POSSESSION
PROPERTY : UNIT (PHASE) - SERVICE APARTMENT
PROJECT : PANGSAPURI KEMPAS INDAH 2 (D'SECRET GARDEN 2)
@ TAMAN KEMPAS INDAH , MUKIM TERBAU
PURCHASER(S) :

We refer to the above.

Please take note that we will collect a renovation deposit of RM 5,000.00 upon your key collection.

Kindly be informed that this deposit will be refunded to you **three (3) months** from the date of key collection, or after completion of your construction / renovation on the above property subject to the due observance of the foregoing obligation by you, whichever is later.

Please take note that the above said deposit shall be forfeited in the event that any damages are caused to whatsoever parties or garbage of building materials left on your lot or any part of the project by you or your respective parties.

We seek your kind understanding and cooperation to prevent whatsoever damages caused to our valued purchasers by irresponsible contractors / renovators.

Thank you.

Yours Faithfully,
For KHOO SOON LEE REALTY SDN. BHD.

Authorized signatories

I/We hereby understand and agree to the above contents informed to me/us during my purchase of the above said property.

.....
Name :
I/C No. :

.....
Name :
I/C No. :

DATE OF OFFER

TO **KHOO SOON LEE REALTY SDN BHD**
112, Jalan Kempas Indah 1/1,
Taman Kempas Indah,
81300 Johor Bahru, Johor

FROM	1	2
NAME	_____	_____
PASSPORT/NRIC NO	_____	_____
ADDRESS	_____	
CONTACT NO	_____	
EMAIL	_____	

RE **OPTION TO PURCHASE (here known as 'OTP')**
PROJECT NAME **PANGSAPURI KEMPAS INDAH 2 (D' SECRET GARDEN 2) @ TAMAN KEMPAS INDAH**
TYPE OF DEVELOPMENT **SERVICE APARTMENT**
DETAILS OF PARCEL **UNIT NO** _____ **TYPE** _____ **AREA** _____
PURCHASE PRICE _____

(1) OPTION TO PURCHASE

I/We hereby offer to purchase from you the property described above ("the Property") at the purchase price stated above ("the Purchase Price"), subject to the terms and conditions set forth in the Sale and Purchase Agreement (" the Agreement") to be entered into between you and me/us.

(2) ACKNOWLEDGEMENT

I/We hereby confirm that I/We have inspected and accepted your approved/proposed floor plan, building plans of the property and specifications. I/We acknowledge that the Property forms part of the Project and by reason thereof the condition state nature and character of the Property may be altered from time to time prior to and/or during the continuance of the development. I/We confirm that such alteration of the condition state nature and character of the Property shall not be the subject of any claim for damages or compensation by me/us.

(3) DEPOSIT / EARNEST MONEY

- i. Enclosed herewith my/our cash / cheque No. _____ / credit card of RM1,000.00(Ringgit Malaysia One Thousand only) made payable your Solicitors as a/an Deposit / Earnest Money for my / our purchase of the Property. I / We hereby agreed and understand that the Earnest Money shall be deposited to your solicitors as stakeholder. In the event I/We cancel the purchase or fail to execute the Agreement within the stipulated period, the monies shall be forfeited by you absolutely and thereafter neither party shall have any claim against the other.
- ii. I / We further acknowledged, agreed and aware that in the event of late delivery of vacant possession, the late delivery damages (LAD) shall be calculated from the date of the Sale and Purchase Agreement.
- iii. I / We also acknowledged, agreed and aware that in the event that the project is unable to be launched due to any reason whatsoever, the Deposit / Earnest Money will be refunded to me / us free from interest and upon receipt of the same, I / we shall have no further claim against you.

(4) CONDITION PRECEDENT

(a) Bumiputra Allocation

In the event that the Property is for any reason and at any time reserved for a sale to a Bumiputra for a specific period and that I/we am/are a non-Bumiputra purchaser, my/our purchase shall be subject to you procuring the release of the reservation after the specified period. In the event that the release cannot be obtained or a Bumiputra in the meantime purchases the Property, my/our offer/purchase shall automatically lapse. Subject to availability of other similar units within the Project, I/we may determine to choose and purchase from you an alternative unit on the terms and at the purchase price to be mutually agreed upon, or I/we may elect not to enter any purchase at all in which case the Earnest Money shall be refunded free of interest to me/us and thereafter neither party shall have any claim against the other.

(b) State Authority Consent

I/We hereby acknowledge that the purchase of the Property from you is subject to the procurement of the Johor State Authority Consent ("**SA Consent**") as I/We am/are a non-Malaysian citizen or a foreign company (as defined under Section 433A of the National Land Code, 1965).

In the event that the SA Consent cannot be procured by you, this contract shall be automatically revoked and be of no further force and effect and the Deposit and all other monies paid by me/us to the developer shall be refunded to me free of interest within twenty one (21) days from the date of receipt of the rejection letter by the Johor State Authority and thereafter neither party shall have any further claim against the other by way of specific performance nor any other remedy whatsoever.

(5) EXECUTION OF AGREEMENT & FINANCING

1. I/We shall execute the Agreement, Deed of Mutual Covenants ("DMC") and all other necessary documents in connection to the Sale and Purchase of the property within fourteen (14) days from the date of this OTP. I/We shall pay a total payment of five percent (5%) or balance of the Purchase price within seven (7) days from the date of execution of the Agreement. If I/We fail to execute the Agreement or make payment within the stipulated time, my/our offer shall lapse and the Deposit / Earnest Money shall be forfeited by you absolutely and thereafter neither party shall have any claim against the other.
2. I/We hereby agree and confirm that I/We shall appoint developer panel solicitors ("the solicitors") to prepare the Agreement wherein the Solicitors Cost ("The Cost") on the Sale and Purchase Agreement (excluding the disbursement fee) would be absorbed by you. In consideration of you agreeing to pay the cost 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.
3. Should I/We wish to engage other solicitors to act and represent me/us in the sale and purchase herein, I/we shall be liable to pay the Costs and other disbursements and I/we or my/our appointed solicitors shall inform you in writing within seven (7) days from the date of OTP to me/us to execute the Agreement.
4. I/We hereby agree and undertake that the loan obtained by me/us to finance the purchase of the Property must be applied and granted by an end-financier approved by you 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 finance the purchase of the Property shall not be regarded as a condition precedent to the sale herein. UNLESS I/we am/are able to provide official letters from at least two relevant banks or financial institutions evidencing the rejection/ disqualification of my/our loan application within thirty (30) days from the date hereof, the Earnest Money after less deduction of RM500.00 administration charges, will be refunded to me/us.
5. In the event of lawful termination of the Agreement after the same has been executed and ten percent (10%) of the Agreement Purchase Price has been paid, any refund required to be made by you under the provision of the Agreement shall be less deduction of all the Costs and other disbursements paid by you as well as any late payment interest payable on the outstanding Purchase Price.
6. I/We am/are aware that in the event I/we unlawfully terminated the Agreement after the execution of the Agreement, I/we shall liable to pay to you the damages as provided in the Agreement and any of your offer will no longer valid and any discount amount or rebate shall not be considered as payment of the damages to you.

(6) CONFIRMATION ON PAYMENT MODE (Please tick one)

CASH PAYMENT

I/we hereby confirmed that I/we are buying this property with cash in hand. Should I/We decided to take up loan after signing of the Agreement, I/We understand that there will be no refund of 10% deposit if the bank reject my /our loan application.

BANK LOAN

I/We hereby confirmed that I/We would like to take up bank loan to finance this property. I/We are aware that the bank loan application should be submitted as soon as possible. Any delay on the bank loan approval shall not be a ground for me/us to defer signing of the Agreement.

(7) CANCELLATION OF OFFER

In the event I/we shall withdraw or cancel this offer before your acceptance, the Earnest Money shall be forfeited to you absolutely. I/We confirm and acknowledge that this offer shall not confer any right or interest proprietary or otherwise on me/us and I/We shall have no right whatsoever to claim from you for any reimbursement or compensation in the event of this offer not being accepted by you.

I/We agree and confirm that the Agreement herein shall not be transferred / assigned / substituted to/by any third party(ies) without the prior written consent from you.

(8) PRIVACY POLICY

By submitting this offer to purchase, I/we hereby agree that you may collect, obtain, store and process my /Personal Data that I/we have provided herein for the purpose as described in this offer to purchase and /or for receiving updates,news,promotional and marketing mails or materials from you. I/we hereby give my/our consent to you (including your subsidiaries, associates, affiliates and/or member within Khoo Soon Lee Realty Sdn. Bhd.) to:-

1)Store and process my/our Person Data; and

2)Disclose my/our personal data to the relevant government authorities or third parties where required by law and /or for legal and administration purpose.

Yours faithfully,

Witnessed by,

Name :
NRIC/Passport No :
Date:

Name :
NRIC/Passport No :
Date :

ANNEXURE TO THE OFFER TO PURCHASE (FOR D' SECRET GARDEN 2 ONLY)

DATE OF OFFER

TO **KHOO SOON LEE REALTY SDN BHD**
No.112, JALAN KEMPAS INDAH 1/1,
TAMAN KEMPAS INDAH,
81300 JOHOR BAHRU, JOHOR.

FROM 1 2

NAME _____

PASSPORT/NRIC NO _____

ADDRESS _____

CONTACT NO _____

EMAIL _____

RE **OFFER TO PURCHASE [FASA 1]**
PROJECT NAME **PANGSAPURI KEMPAS INDAH 2 (D'SECRET GARDEN 2) @ KEMPAS INDAH**
TYPE OF DEVELOPMENT **SERVICE APARTMENT**

DETAILS OF PARCEL **UNIT NO** _____ **TYPE** _____ **AREA** _____

PURCHASE PRICE _____

I/We hereby offer to purchase from you the above mentioned Property subject to the followings:

(1) CASH REBATE

I/We hereby offer to purchase from you the Property subject to you giving a cash rebate of **10%**(Level 9,cash rebate **9%**) in the form of discount on the Actual Price ("the Purchased Price as stated in the Sale and Purchase Agreement") to us/me.

CASH PAYMENT

I/We hereby agree that the cash rebate discount abovementioned shall be utilized to set off the last 10% of installment as provided in the Sale and Purchase Agreement.

BANK LOAN

I/We hereby agree that the cash rebate discount abovementioned shall be utilized to set off the 1st payment of installment as provided in the Sale and Purchase Agreement. In the event, I/We secure a loan/financing above 90%; In the event that there are excess loan amount from my end-financing, subject to the deduction of payments due pursuant to the Sale and Purchase Agreement, I/we hereby undertake to service my loan installment with the excess Loan amount or balance thereof (if any) upon delivery of vacant possession of the above-mentioned Property until the excess loan amount is fully utilized.

(1)LEGAL FEE ON SALE AND PURCHASE AGREEMENT

You agree to absorb the Solicitor Cost for the Sale and Purchase Agreement. Cancellation fee of RM800.00 and amendment fees of RM200.00 (for each amendment) applies.

(2) LEGAL FEE, STAMP DUTY & DISBURSEMENT ON LOAN AGREEMENT

You agree to absorb the Solicitor Cost for the Loan agreement. I/We shall bear the cancellation fee if applies.

(3) STAMP DUTY ON TRANSFER

I am fully aware that I have to bear the necessary cost impose for the STAMP DUTY, Registration Fee and disbursement fee upon issuance of the strata title.

(4) SERVICE CHARGE AND SINKING FUND

I shall be eligible for the free SERVICE CHARGE and SINKING FUND for the FIRST twelve (12) months from the date of vacant possession.

(5) CAR PARK LOTS (Please choose)

I/We entitled for car park lots. Any car park lot(s) to be designated for my/our use shall be at the developer's sole and absolute discretion. For the avoidance of doubt, the developer's decision in respect of the number of car park lots to be assigned for my/our use including its location thereof shall be final and absolute.

(6) WARRANTIES

Where warranties are given by the manufacturers and / or contractors and / or suppliers of any of the equipment and / or appliances installed by the developer at the unit, the developer will assign to me such warranties at the time when vacant possession of the unit is delivered to me.

(7) GRACE PERIOD

You shall grant me/us a grace period of 30 days from our booking date for loan application. Failing which you shall have absolute right to cancel the Sale.

Yours faithfully,

Witnessed by,

Name :
NRIC/Passport No :
Date:

Name :
NRIC/Passport No :
Date :