

SALE AND PURCHASE AGREEMENT

THIS AGREEMENT is made the day and year stated in Section 1 of the First Schedule hereto.

BETWEEN

The party whose name and particulars as stated in Section 2 of the First Schedule hereto as the Vendor ("**The Vendor**")

AND

The party whose name and particulars as stated in Section 3 of the First Schedule hereto as the Purchaser ("**The Purchaser**")

ARTICLE 1 - DEFINITION & INTERPRETATION

Section 1.01 Definition

In this Agreement, where the context so admits, the following expressions shall have and bear the respective meanings assigned to them hereunder:-

"Month"	a month ending on the same date as it commenced on the previous months but if there is no corresponding date in the succeeding month then the period shall expire on the last day of that month.
"Property"	the subject property more fully described in Section 4 of the First Schedule hereto and includes any part thereof.
"Purchase Price"	the total purchase price as stated in Section 1 of the Second Schedule hereto.
"Purchaser"	the Purchaser whose name and particulars as stated in Section 3 of the First Schedule hereto and includes its successors in title and its assigns/nominees.
"Transfer"	transfer in Form 14A of the National Land Code, 1965.
"Vendor"	the Vendor whose name and particulars as stated in Section 2 of the First Schedule hereto and includes its successors in title.

Section 1.02 Interpretation

- (a) Words importing the singular number include the plural and vice versa;
- (b) Words importing the masculine gender include the feminine and neuter genders;
- (c) The words "hereof", "herein", "hereon", "hereinafter" and "hereunder", and words of similar import, when used in this Agreement, shall, where the context requires or allows, refer to this Agreement as a whole and not to any particular provision of this Agreement;
- (d) Reference herein to Sections are reference to Sections in this Agreement unless otherwise specified;
- (e) The headings and sub-headings in this Agreement are inserted for convenience only and are to be ignored in construing the provisions of this Agreement;
- (f) Any reference to statutes and rules made thereunder include all amendments which may be enacted from time to time;

- (g) Where there are two or more persons included in the expression "the Vendor" and "the Purchaser", their respective liabilities under this Agreement shall be joint and several, and the agreements and provisions herein shall be deemed to have been made by and to be binding upon such persons jointly and severally;
- (h) Where the last day for doing any act or thing or taking any step would but for this provision be a Sunday or a Bank Holiday, such last day shall instead be the next following working day;
- (i) Any indemnity/warranty contained in this Agreement shall continue to have effect notwithstanding completion of the sale and purchase herein;
- (j) Where any party hereto is a company, the provisions contained herein which are primarily and literally applicable to the case of natural persons shall be construed and take effect as if such party were a natural person, and shall bind all of its assigns and successors in title. Accordingly, any references herein relating to bankruptcy shall thereafter be references relating to the winding-up, liquidation, amalgamation or reconstruction, as the case may be;
- (k) The expression "month" means a calendar month;
- (l) The expression "year" means a period of 365 days.

ARTICLE 2 - RECITAL

Section 2.01 Property

The Vendor is the registered proprietor of the Property which is more fully described to in Section 4 of the First Schedule.

Section 2.02 Encumbrances

The Property is presently subject to the encumbrances more particularly described in Section 5 of the First Schedule.

Section 2.03 Intention of the Parties hereto

The Vendor has agreed to sell and the Purchaser has agreed to purchase the Property upon terms and conditions hereinafter appearing.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

Section 3.01 Representations and Warranties

The Vendor hereby represents and warrants to the Purchaser that:-

- (a) The Vendor is the registered proprietor of the Property
- (b) The Vendor has good registrable and marketable title to the Property and any defect in the title to the Property shall be rectified by the Vendor
- (c) The Vendor has the power and capacity to execute this Agreement and to perform the terms herein
- (d) The Vendor is not an undischarged bankrupt
- (e) The execution and performance of this Agreement will not violate the provisions of any law
- (f) The Vendor has not at any time prior to the date hereof entered into any agreements or arrangements for the sale of the Property to any person nor granted any option or right of first refusal in favour of any person in respect of the Property

- (g) There is no litigation, arbitration or administrative proceedings presently current or pending or threatened against the Vendor whether within the knowledge of the Vendor or otherwise which proceedings might affect the Vendor's ability to perform this Agreement or frustrate the completion of the transaction hereunder.

The Vendor acknowledges that the Purchaser has entered into this Agreement on the basis of and in full reliance of the aforesaid representations and warranties.

ARTICLE 4 - AGREEMENT

Section 4.01 Sale and Purchase

The Vendor agrees to sell and the Purchaser agrees to purchase the Property free from all charges, caveats and encumbrances at the Purchase Price and subject to all conditions of title whether express or implied contained in the Document of Title to the Property and subject to the terms and conditions hereinafter contained.

Section 4.02 Payment of Purchase Price & Completion

- (a) The sum stated in Section 2 (i) the Second Schedule hereto has already been paid by the Purchaser to the Vendor as deposit and part payment of the Purchase Price (the receipt of which the Vendor hereby acknowledges) and the balance Purchase Price (including any interest payable by the Purchaser) shall be paid at the time and in the manner set out in Section 2 (ii) of the Second Schedule hereto ("the Completion Date") to the Vendor or the Vendor's Solicitors mentioned in Section 6(a) of the Second Schedule hereto.
- (b) The Vendor hereby declares that the Property is presently charged to the Chargee described in Section 5 of the First Schedule hereto. The Vendor hereby irrevocably authorises and instructs the Vendor's Solicitors to utilize the balance Purchase Price paid herein to redeem the Property from the Chargee upon receipt of the redemption sum and thereafter to release the balance of the balance Purchase Price (if any) to the Vendor in the manner and time prescribed in Section 4.02 (c) hereunder.
- (c) Payment of the balance Purchase Price (including any interest payable by the Purchaser) and Completion of the purchase shall take place at the office of the Vendor's Solicitors mentioned in Section 6(a) of the Second Schedule hereto not later than the Completion Date whereupon the Purchaser shall be deemed to have discharged in full the Purchaser's obligation to pay the Purchase Price to the Vendor herein.

Section 4.03 Execution of Transfer

Immediately upon the execution of this Agreement, the Vendor shall forthwith execute and deposit with the Purchaser's Solicitors a valid and registrable Transfer in respect of the Property in favour of the Purchaser. The Purchaser's Solicitors are hereby authorised to submit the Transfer to the Collector of Stamp Duty for stamp duty adjudication only.

Section 4.04 Delivery of Documents

The Vendor shall upon the payment of the Purchase Price by the Purchaser pursuant to the terms herein forthwith deliver or caused to be delivered to the Purchaser's Solicitors the following:-

- (a) the original document of title to the Property
- (b) copies of the current year quit rent and assessment receipts in respect of the Property
- (c) such other documents as the Purchaser's Solicitors may require or which are reasonably necessary to ensure that the Property can be transferred to and registered in the name of the Purchaser or his nominees free from encumbrances.

Section 4.05 Delivery of Possession

Possession of the Property shall be delivered in the manner provided in the Third Schedule hereto.

Section 4.06 Private Caveat

Upon the execution of this Agreement, the Purchaser shall be entitled to lodge a private caveat on the Property Provided Always that the Purchaser shall withdraw the said caveat immediately at his own cost and expense in the event that the Agreement is terminated for any reason whatsoever. For the purpose herein, the Purchaser shall execute the Withdrawal of Private Caveat prior to the lodgement of the said Private Caveat and deposit the same with his Solicitors.

ARTICLE 5 - REAL PROPERTY GAINS TAX ACT, 1976

Section 5.01 Real Property Gains Tax Act, 1976

- (a) The Vendor hereby irrevocably agrees, covenants and undertakes with the Purchaser that the Vendor shall pay all tax (including penalties for late payment, if any) payable by the Vendor under the Real Property Gains Tax Act 1976 or any amendments thereto, the Real Property Gains Tax (Exemption) Order 2009 published in the Gazette vide P.U. (A) 376 or any relevant orders or law (as the case may be)(hereinafter collectively referred to as “the RPGT Act”) in respect of the sale of the Property by the Vendor to the Purchaser and the Vendor shall indemnify and keep the Purchaser fully indemnified against the aforesaid tax liabilities of the Vendor in respect thereof including any actions, claims, demands, suits and cost in connection therewith.
- (b) The Vendor and the Purchaser shall within the time stipulated in the RPGT Act notify the Director-General of Inland Revenue of the sale of the Property by the Vendor to the Purchaser in the manner required by the RPGT Act and shall within sixty (60) days from the date of this Agreement forward the sum equivalent to 2% of the Purchase Price to the Inland Revenue Board or such relevant authority as required by the RPGT Act.
- (c) It is hereby agreed between the parties hereto that in the event of late submission of the requisite notification forms and documents to the relevant authorities by the Vendor, the Vendor shall be liable for any penalty being incurred by the Purchaser for late stamping and/or registration of the transfer of the Property due to such late submission.
- (d) The parties agree that the Purchaser (or the Purchaser’s Solicitors) is hereby authorized to retain a sum stated in Section 5 of the Second Schedule hereto from the deposit to be remitted to the Director-General of Inland Revenue or such authorized person under the RPGT Act. The Vendor further agrees to authorize the Vendor’s Solicitors (or the Purchaser’s Solicitors if the Vendor is unrepresented) to further retain a sufficient sum from the balance of the Purchase Price to pay the Real Property Gains Tax, if any, for the issuance of a Certificate of Clearance and the Vendor hereby undertakes to pay the balance outstanding if the sum retained or remitted is insufficient for payment of the Real Property Gains Tax.

ARTICLE 6 - LAND ACQUISITION ACT, 1960

Section 6.01 Land Acquisition Act, 1960

- (a) The Vendor hereby declares that as at the date hereof the Property is not subject to acquisition by the Government or other acquiring authorities and the Purchaser shall not raise any objection or requisition on this behalf. If the Property shall become subject to acquisition by the Government under Section 4 or 8 of the Land Acquisition Act, 1960 on or before the Completion Date then the Vendor shall refund the deposit paid to account of the Purchase Price to the Purchaser without interest and this Agreement shall thereupon be treated as cancelled and neither party hereto shall have any further claim against the other.
- (b) For the avoidance of doubt, it is expressly agreed that in the event of any acquisition under the Land Acquisition Act 1960 by the Government or any other authority having power in that behalf after the Completion Date, this Agreement shall not be terminated and the Purchaser shall continue to be bound by this Agreement.

ARTICLE 7 - MISCELLANEOUS

Section 7.01 Government And Local Authority Requirements

The Property has been and is open to inspection and the Purchaser shall be held to have had notice of all notices and requirements of the Government and the local authorities and all such notices and requirements shall be complied with by and at the expense of the Purchaser. The Property is likewise sold subject to road widening, drainage improvement or other similar schemes affecting the Property and the Purchaser shall be deemed to have full knowledge of the nature and effect thereof and shall make no objection or requisition in respect thereof.

Section 7.02 Restraint on Dealings

During the continuance of this Agreement, the Vendor shall not sell assign dispose of or otherwise deal with the Property or create any fresh charge encumbrance letting or lease over the Property or otherwise part with the possession of the Property.

Section 7.03 Specific Performance

The Purchaser shall be entitled to specific performance of this Agreement.

Section 7.04 Default by the Vendor

In the event the Vendor fails to complete the sale as set out herein for reasons arising from any act, willful omission, neglect or blameworthy conduct on the part of the Vendor, the Purchaser shall be entitled at the Purchaser's sole discretion to the following remedies:-

- (a) to the remedy at law for specific performance of this Agreement against the Vendor; or
- (b) terminate this Agreement whereupon within fourteen (14) days from the date of receipt of the Purchaser's request in writing, the Vendor shall refund all monies paid by the Purchaser towards the account of the Purchase Price under this Agreement free of interest and to sue for such damages at law suffered by the Purchaser and thereafter this Agreement shall be null and void and neither party hereto shall have any claims against the other. PROVIDED ALWAYS in exchange for the refund and payment of the monies in accordance with this Clause 7.04 (b) the Purchaser shall redeliver or cause to be redelivered the following to the Vendor:
 - (i) all documents received by the Purchaser and/or the Financier (as the case may be) pursuant to this Agreement with all the Vendor's interest therein intact; and
 - (ii) vacant possession of the Property if the same has been delivered.

Section 7.05 Default by the Purchaser

If the Purchaser shall fail to pay the balance Purchase Price or any part thereof in the manner and within the time stipulated in Section 2 of the Second Schedule hereto or if the Purchaser shall neglect or fail to perform any of the terms conditions and stipulations on the Purchaser's part to be performed under this Agreement, the sum as stated in Section 3 of the Second Schedule hereto shall be forfeited absolutely to the Vendor as agreed liquidated damages and the Vendor shall thereupon refund to the Purchaser all other sum or sums paid by the Purchaser towards account of the Purchase Price free of interest. Upon such refund being made this Agreement shall come to an end and become null and void and of no further effect and neither of the parties hereto shall have any further claim against the other under or in respect of this Agreement (save the return of any documents belonging to the Vendor and the withdrawal of any Private Caveat lodged by the Purchaser) and the Vendor shall have the absolute right to resell the Property to such person in such manner and on such terms as the Vendor may think fit and the Purchaser shall have no right to any of the purchase money thereby arising.

Section 7.06 Appointment of Solicitors

- (a) The parties hereto hereby respectively appoint the Firm of Solicitors more particularly described in Section 6 of the Second Schedule to act on their behalf in this Agreement as well as the Transfer of the Property from the Vendor to the Purchaser.
- (b) In the event the Vendor elects not to be represented by any Solicitors in the sale of the Property, any reference to the Vendor's Solicitors herein shall be deemed to refer to the Purchaser's Solicitors.

Section 7.07 Solicitors' Costs

The Vendor's and the Purchaser's respective Solicitor's costs and expenses of and incidental to the preparation and execution of this Agreement and the Transfer of the Property shall be borne and paid in the manner as set out in Section 4 of the Second Schedule hereto but all stamp duty and registration fees thereon shall be paid by the Purchaser. The Purchaser further agrees to pay as and when required any additional or excess stamp duty and or penalty that may be imposed by the Collector of Stamp Duties or such other competent authorities in respect of this Agreement and/or the Transfer of the Property.

Section 7.08 Apportionment of Outgoings

All outgoings including the service charges, quit rent and assessment in respect of the Property shall be apportioned as from the Completion Date provided that the Vendor shall indemnify the Purchaser in respect of any loss or penalty imposed by reason of any late payment by the Vendor of such outgoings for any period prior to the Completion Date.

Section 7.09 Notice

Any notice to be served by either party hereto to the other shall be in writing and shall be deemed to be sufficiently served:-

- (a) if it is sent by prepaid registered post addressed to the other party at the address hereinbefore mentioned or to his Solicitors and in such a case it shall be deemed (whether it is actually delivered or not) to have been received at the time when such registered letter would in the ordinary course be delivered; or
- (b) if it is despatched by hand to the other party or his Solicitors.

Section 7.10 Schedules form part of Agreement

- (a) The First, Second and Third Schedules hereto shall be taken read and construed as an integral part of this Agreement.
- (b) The Special Conditions, if any, set out in the Third Schedule of this Agreement shall prevail if there is any conflict, discrepancy or variance between the Special Conditions as set out in the Third Schedule hereto and any other term or condition in this Agreement.

Section 7.11 Payments and the Solicitors

Any payments to be made by the Purchaser to the Vendor shall be deemed made to the Vendor if paid to the Vendor's Solicitors whose receipt shall be good and sufficient discharge to the Vendor.

Section 7.12 Transfer not registrable

- (a) If the Property is not registered in favour of the Purchaser for any reason whatsoever then the Purchaser shall be entitled at its option to take such action to enforce this Agreement by specific performance or to claim for any loss or damage incurred or suffered by the Purchaser as a result of the transfer not being registrable.
- (b) In the alternative, the Purchaser shall be entitled at its option to request the Vendor to refund forthwith the full Purchase Price without interest whereupon the Vendor shall within fourteen (14) days from the date of such request make such refund and thereafter this Agreement shall be treated as terminated.

Section 7.13 Damage to the Property

- (a) It is hereby mutually agreed by the parties hereto that risk to the Property shall only pass to the Purchaser on the Completion Date.
- (b) In the event that the Property or any part thereof shall at any time before the Completion Date be damaged or destroyed by fire or any other causes, the Purchaser shall be entitled to terminate this Agreement by giving notice in writing to that effect to the Vendor and upon such termination, the Vendor shall refund to the Purchaser within fourteen (14) days from the date of the notice of termination, the Deposit and all other monies paid by the Purchaser to and on behalf of the Vendor hereunder and upon such refund, this Agreement shall thereafter become null and void.

Section 7.14 Suspension of payment of the Purchase Price

Notwithstanding anything to the contrary contained herein, if the Property at any time during the continuance of this Agreement is howsoever encumbered (whether by way of charge on the Property or by creation of the debenture on the assets of the Vendor) or subjected to any caveats whatsoever (other than the Encumbrance disclosed herein) the Purchaser shall be entitled to suspend the time for payment of the Purchase Price hereunder until the said encumbrance or caveat as the case may be is removed. In such event, the Completion Date shall be extended accordingly to three (3) months from the date said encumbrance or caveat as the case may be is removed.

Section 7.15 Whole Agreement

The parties hereto acknowledge that this Agreement contains the whole agreement between the parties and that this Agreement shall supersede any prior agreements/arrangements between the parties hereto.

Section 7.16 Time shall be the essence

Time wherever mentioned shall be of the essence of this Agreement.

Section 7.17 Commencement Date of this Agreement

The parties hereto agree that this Agreement shall commence on the date as stated in the preamble hereto irrespective of the diverse dates upon which they may have each executed this Agreement respectively.

Section 7.18 Bindingness of Agreement

This Agreement shall be binding upon the representatives, successors-in-title and the assigns/nominees of the parties hereto.

Section 7.19 Computation of Time

For the purpose of computing the time for payment of the balance Purchase Price, the Purchaser shall be entitled to such extension of time which corresponds with any delay in time on the part of the Vendor and/or its agents in delivering any documents or discharging any of the Vendor's obligation hereunder. For the avoidance of doubt, delay is defined as a period that is more than fourteen (14) days from the date of request by the Purchaser's Solicitors of the relevant documents to the date of receipt of the same. In such event, the delay shall not be taken into account in the computation of the Completion Date and the Completion Date shall be automatically extended for a period equivalent to such delay.

Section 7.20 As Is Where Is

The Purchaser and the Vendor hereby agree that the sale and purchase of the Property is on an "as is where is" basis and the Vendor shall not be liable for any costs and expenses incurred by the Purchaser in the making good and repairing of any defects, shrinkage and other faults in the Property. The Purchaser shall be fully liable at his own costs and expenses in repairing and making good of any defects, shrinkage or other faults in the Property.

Section 7.21 Creation of Debenture

If the Vendor is a company and there is a debenture created by the Vendor on the assets and Property of the Vendor on or before the Completion Date, the Vendor shall procure a letter of consent from the debenture holder to allow the sale of the Property by the Vendor to the Purchaser and deliver the letter of consent to the Purchaser's Solicitors within fourteen (14) days from the date the debenture is created, failing which the Completion Date shall be automatically extended in the manner stipulated in Section 7.19.

THE FIRST SCHEDULE

SECTION	ITEMS	PARTICULARS
1.	The day and year of this Agreement	
2.	Name and description of the Vendor	
3.	Name and description of the Purchaser	
4.	Description of the Property	PT No. 302, Mukim 13, Daerah Seberang Perai Tengah, Pulau Pinang held under HSD 11101 together with an industrial factory known as PMT 775, Jalan Perindustrian Bukit Minyak 7, 14100 Bukit Mertajam, Penang erected thereon
5.	Name and description of the Chargee of the Property	United Overseas Bank (Malaysia) Bhd (271809-K)

THE SECOND SCHEDULE

SECTION	ITEMS	PARTICULARS
1.	Purchase price of the Property	Ringgit Malaysia (RM) only.
2.(i)	Deposit to account of Purchase Price	Ringgit Malaysia (RM) only
(ii)	Manner and time of payment of the Balance Purchase Price:- Ringgit Malaysia (RM) only.	To be paid within four (4) months from the date of receipt by the Purchaser's Solicitors the Consent referred to in Section 2 of The Third Schedule sanctioning the sale and purchase of the Property by the Purchaser, with a further extension of two (2) months subject to interest to be paid by the Purchaser to the Vendor at 8% p.a. calculated on daily basis on the outstanding balance of the Purchase Price.
3.	The sum to be forfeited under Section 7.04 hereof	Ringgit Malaysia (RM) only
4.	Method of payment Solicitor's cost	Each party to bear their own solicitors fees. The Purchaser shall bear the stamp duty for this Agreement and the Transfer of the Property.
5.	Real Property Gains Tax	RM (being 2% of the Purchase Price)
6.(a)	Vendor's Solicitors	SYARIKAT NG & ANUAR
(b)	Purchaser's Solicitors	

THE THIRD SCHEDULE
[Special conditions to which this Agreement is
subject and referred to in Section 7.09 (b)]

1. Upon completion of purchase, the Purchaser agrees to let the Property to the Vendor for a period of up to twelve (12) months from the Completion Date at the monthly rent of RM26,000-00.
2. The Vendor shall within one month from the date of this Agreement apply to the State Authority to obtain consent for sale of the Property by the Vendor to the Purchaser (hereinafter referred as “the Consent”). The application fees for the Consent shall be borne by the Vendor.
3. In the event the Consent cannot be obtained within six (6) months from the date hereof, either party may mutually agree to a further extension of the time period to obtain the Consent or either party may rescind this agreement in which event the Vendor shall within fourteen (14) days from the date of rescission refund to the Purchaser the deposit and all sum of monies paid herein free of interest and upon such refund as aforesaid being made, this Agreement shall come to an end and be of no further legal effect.
4. If the Purchaser is obtaining a Loan from a Financial Institution (“Financier”) to complete the purchase of the Property, subject to the Consent having been obtained, the Vendor shall upon being notified of the approval of the Loan, deliver to the Purchaser’s Solicitors or the Financier’s Solicitors (as the case may be) the following: -
 - (a) Letter of Undertaking addressed to the Financier by the Vendor, to refund the Loan in the event the transfer of the Property in favour of the Purchaser is unregistrable for reasons attributable to the Vendor;
 - (b) current Quit Rent receipt;
 - (c) the current Assessment receipt;
 - (d) the winding-up search on the Vendor;
 - (e) certified copy of the directors’ Mykad identity card of the Vendor;
 - (f) the original title for the Property (if the Property is not charged to any Chargee) or the Redemption Statement from the Chargee (if the Property is charged to any Chargee)

In the event the Vendor fails to deliver the above items within the period stipulated in Section 7.19 of this Agreement, the Completion Date shall be extended in accordance with Section 7.19 herein.

IN WITNESS WHEREOF the Vendor(s) and the Purchaser(s) have set their hands the day and year set out in Section 1 of the First Schedule of this Agreement.

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Witness)

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Signed by
for and on behalf of the Purchaser)
in the presence of:-)
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