



OFFER TO PURCHASE

No: _____

To: _____ Date: _____

Property: _____

I/we having inspected the above property, hereby offer to purchase on the following term and conditions:

1. PURCHASE PRICE : RM _____ (RINGGIT MALAYSIA : _____ ONLY)
2. PAYMENT TERMS : Payment shall be in the following manner:-
 - a) RM _____ (_____ %) of the purchase price being earnest deposit :
 - b) RM _____ (_____ %) of the purchase price on signing of Sale & Purchase Agreement (SPA)
 - c) Balance of RM _____ (_____ %) to be paid within _____ (_____) days from
 - i) Date of SPA or*
 - ii) Date of receipt of consent from the Developer / Statutory Body and/or relevant authorities and/or upon issuance of certificate of Completion & Compliance / Fitness For Occupation*
*whichever applicable
 - d) Other payment term (if any): Upon expiration of the _____ (_____) days to grant an extension period of _____ (_____) days on the balance unpaid sum at an interest rate of _____ % (_____ percent) per annum calculated on a day to day basis.
3. POSSESSION : Vacant possession to be given upon full settlement
4. EXECUTION : I/We hereby undertake to execute the SPA within 14 (fourteen) working days,

(Said Period) from the date of acceptance of this offer by the owner (provided that there is no delay on the part of the Vendor or Vendor's lawyer in agreeing to the terms and conditions of the SPA), falling which the said earnest deposit shall be forfeited. Thereinafter this agreement shall be terminated and be null and void and neither party shall have any rights over the other party thereafter.

In the event that the Vendor fails to execute the SPA within the Said Period, the Purchaser shall be entitle to the remedy of specific performance against and at the cost and expense of the Vendor. If the Purchaser does not institute an action for specific performance, then the Purchaser may have the earnest deposit refunded plus a sum equivalent to the earnest deposit paid to him by the Vendor as compensation.

5. This Offer to Purchase shall only be effective from such time that this agreement is duly signed by the Vendor and Purchaser.

6. OTHER SPECIAL CONDITION

- i) The property will be sold based on "as is where is" basis
- ii) Earnest Deposit is refundable if loan/financing not approved by any financier (subject to submission of 2 (two) declined letter.)

I/We hereby attached herewith the sum of RM _____ (Cheque No: _____) payable to **WEISE INTERNATIONAL PROPERTY CONSULTANS SDN BHD** as stakeholder being earnest deposit towards the said earnest deposit is to be refunded to me/us immediately.

PURCHASER(S)

WITNESS BY

Signature: _____
 Name: _____
 NRIC No: _____
 Email: _____
 Date: _____

VENDOR'S ACKNOWLEDGEMENT

I acknowledgement that the above Purchaser has paid the above Earnest Money to **WEISE INTERNATIONAL PROPERTY CONSULTANTS SDN BHD** – Client's Account and will be held as stakeholder until signing of the Sale and Purchase Agreement .

- a) In consideration of your services rendered for the sale of the above property, I shall pay your professional fee as agreed in your appointment letter.
- b) In the event that the sale is aborted by **the purchaser** I shall be entitle to forfeit the above Earnest Money whereupon I shall pay **WIPCSB** half of the professional fee or half of the earnest money collected whichever is lower. This fee may be deducted from the Earnest Money Received.
- c) In the event that the sale is aborted by me after receipt of the Earnest Money , I agree to refund the earnest money to the Purchaser **AND** I shall compensate the Purchaser on a " Dollar for Dollar" basis.
- d) In the event that the Sale is aborted by me after receipt of the earnest money , I shall pay **WIPCSB** half of the fee for their services rendered.

I shall fully **IDEMNIFY WIPCSB** against all claims if I, for any reason whatsoever do not proceed to execute the SPA after **WIPCSB** has collected the earnest deposit.

VENDOR(S)

WITNESS BY

Signature: _____
 Name: _____
 NRIC No: _____
 Email: _____
 Date: _____