

**NOW EVERYONE CAN EARN! REWARD CAMPAIGN (NECER)**

**Terms & Conditions (T&C)**

1. For the Introducer to be eligible for the NECER:-
  - (a) the Introducer can be a valid GL Friends member or a non GL Friends member;
  - (b) the Introducer is not an employee of GL Group and/or GL Group's shareholders, their shareholders' subsidiaries, associates, jointly controlled entities and affiliates ("Gamuda Group"); and
  - (c) T&C 2 must be fulfilled.
  
2. The criteria for the Purchaser shall be as follows:-
  - (a) the Purchaser must be a new purchaser purchasing the Purchaser's Unit directly from the Developer. If the Purchaser's Unit SPA (as hereinafter defined) is made under joint names, all the purchasers must be new purchasers. For avoidance of doubt, "new purchaser" means any purchaser that has never purchased any property from any company under GL Group previously;
  - (b) the Developer shall be Jade Homes Sdn Bhd
  - (c) the Purchaser's Unit must be in the housing development known as Rymba Gardens at Jade Hills - Phase 8 carried on or undertaken by the Developer;
  - (d) the Purchaser is not an employee of Gamuda Group;
  - (e) the Purchaser did not purchase the Purchaser's Unit from any third party entities/companies appointed/engaged by GL Group including but not limited to real estate agents; and
  - (f) the Purchaser's Unit SPA is dated after 20<sup>th</sup> May 2020.
  
3. The Introducer is responsible:-
  - (a) to inform developer of such introduction and identify the purchaser to sales personnel and such introduction shall be made before the purchaser had purchased or agreed to purchase the property
  - (b) to obtain the consent from the purchaser that the introducer will forward the purchaser's personal data to developer
  - (c) to ensure NECER form is completed and signed by both the Introducer and Purchaser before the purchaser had purchased or agreed to purchase the property;
  - (d) to ensure developer acknowledged receipt of the NECER form;
  
4. Within fourteen (14) days from the date of offer to purchase of the Purchaser's Unit by the Purchaser,  
  
a copy of the sale and purchase agreement signed between the Vendor and the

Introducer (“Introducer’s Unit SPA”) and duly stamped as proof of the Introducer’s purchase or any other relevant documents have to be submitted to the Developer, if the Introducer is a valid GL Friends member and if required.

5. The Purchaser must have:-

- (a) fully paid the 1st 10% of the Purchaser’s Unit SPA Price and the Taxes (as hereinafter defined), if any, less any applicable rebates as set out in the incentive letter issued by the Developer to the Purchaser (“Incentive Letter”), if any;
- (b) executed the sale and purchase agreement (“Purchaser’s Unit SPA”) and such other documents required by the Developer:-
  - (i) if there is an Incentive Letter, within the time frame as set out in the Incentive Letter; or
  - (ii) if either:-
    - (aa) there is no Incentive Letter; or
    - (bb) there is no time frame provided in the Incentive Letter;  
within fourteen (14) days from the date of the offer to purchase;  
and
- (c) either:-
  - (i) obtained a financing to part finance the purchase of the Purchaser’s Unit (“Financing”), whereby the Purchaser shall comply with the following:-
    - (1) the Purchaser and/or such third party borrower(s), if applicable, and/or such other security party(ies) must have executed the Financing Security Documents (as hereinafter defined):-
      - (aa) if there is an Incentive Letter, within the time frame as set out in the Incentive Letter; or
      - (bb) if either:-
        - (A) there is no Incentive Letter; or
        - (B) there is no time frame provided in the Incentive Letter;

- (C) within the time frame as set out in the letter of offer issued by the end-financier (approved by the Developer) financing the purchase of the Purchaser's Unit ("Financier"); or
- (D) if there is no time frame set out by the Financier, within ninety (90) days from the date of offer to purchase of the Purchaser's Unit;

For the purpose of this NECER, the "Financing Security Documents" shall refer to the facility agreement, the deed of assignment and the power of attorney, or its equivalent for any financing under Islamic principles and such other documents as may be required by the Financier;

- (2) the letter of undertaking from the Financier in favour of the Developer in the form and substance as accepted by the Developer shall have been received by the Developer;
  - (3) the Financing Security Documents must have been duly stamped and the Purchaser must have complied with all conditions precedent imposed by the Financier for advice by the Financier's solicitors for drawdown of the Financing towards payment of the Purchaser's Unit SPA Price in accordance with the progress invoice(s); and
  - (4) the sum between the Purchaser's Unit SPA Price and the Financing ("Differential Sum") shall have been settled by the Purchaser to the Developer either:-
    - (aa) if there is an Incentive Letter, within the time frame as set out in the Incentive Letter; or
    - (bb) if either:-
      - (A) there is no Incentive Letter; or
      - (B) there is no time frame provided in the Incentive Letter;  
within the time frame as set out in the progress invoice(s) in respect of the Purchaser's Unit; or
- (ii) not obtaining any Financing, the Purchaser shall have confirmed to the Developer that the Purchaser and/or the Purchaser via any third party borrower(s) do/does not intend to apply and obtain any financing to finance the purchase of the Purchaser's Unit:-
- (1) if there is an Incentive Letter, within the time frame as set out in the Incentive Letter; or
  - (2) if either:-
    - (aa) there is no Incentive Letter; or

(bb) there is no time frame provided in the Incentive Letter;

within fourteen (14) days from the date of offer to purchase of the Purchaser's Unit.

6. If:-

- (a) T&C 5(c)(i) is applicable and subject to compliance of T&C 4, 5(a), 5(b), and 5(c)(i)(1) until 5(c)(i)(4) above, the NECER will be given free of interest to the Introducer by the Developer within sixty (60) days from the date of receipt by the Developer of the 1<sup>st</sup> payment towards the Purchaser's Unit SPA Price from the Financier.
- (b) T&C 5(c)(ii) is applicable and subject to compliance of T&C 4, 5(a), 5(b), and 5(c)(ii) above, the NECER will be given free of interest to the Introducer by the Developer within sixty (60) days from the date of receipt by the Developer of not less than 20% of the Purchaser's Unit SPA Price excluding any discounts and/or applicable rebates given by the Developer under the Incentive Letter and/or any other deductions in any other way whatsoever provided by the Developer and/or GL Group in respect of the Purchaser's Unit.
- (c)
  - (i) If the Introducer is a valid GL Friends member, the NECER shall be 3% of the "SPA Net Price" which is defined as the Purchaser's Unit SPA Price less any discounts and/or applicable rebates given by the Developer under the Incentive Letter and/or any other deductions in any other way whatsoever provided by the Developer and/or GL Group in respect of the Purchaser's Unit. For the avoidance of doubt, the Introducer shall only be entitled to the maximum of 3% of the SPA Net Price and shall not be entitled to the GAMUDA LAND REFERRAL REWARD PROGRAMME (GLRR) for GL FRIENDS.
  - (ii) If the Introducer is a non GL Friends member, the NECER shall be a net sum of RM10,000.00 only.
  - (iii) If T&C 6(c)(ii) is applicable and subject to compliance of T&C 4, 5(a), 5(b) and 5(c)(i)(1) until 5(c)(i)(4) and/or 5(c)(ii) above, the Purchaser shall also be given free of interest the NECER of a net sum of RM10,000.00 only within the time period as stipulated under T&C 6(a) or 6(b), as the case may be.

7. The NECER shall be deemed to be inclusive of the goods and services tax and/or any other applicable duties and taxes which may be imposed from time to time by any relevant authorities ("Taxes").

8. In the event:-

- (a) this T&C is not complied with; and/or
- (b) the Purchaser's Unit SPA is terminated for any reason whatsoever; and/or
- (c) there is any bankruptcy proceeding or winding -up proceeding commenced against the Introducer or the Introducer is adjudged a bankrupt or there is an appointment of an official administrator or liquidator on behalf of the Introducer on or before the payment of the NECER; and/or
- (d) there is any acts or omissions of the Introducer including but not limited to

participating in protests and demonstrations, posting photos and articles or making statements which in the Developer's sole opinion (which opinion shall be final and binding on the Introducer) directly or indirectly bring the Developer and/or Gamuda Group into disrepute and/or against the best interest of Gamuda Group;

- (e) there is any breach of any applicable laws, rules, regulations, by laws or requirements, whether or not having the force of law, by the Introducer and/or Purchaser; and/or
- (f) there is any non-disclosure, fraud, cheating or deception by the Introducer and/or Purchaser as determined in the Developer's sole opinion (which opinion shall be final and binding on the Introducer and/or Purchaser); and/or
- (g) inaccurate or incorrect information and/or disclosures by the Introducer and/or Purchaser;

then, the following shall take place:-

- (h) the form shall be deemed automatically terminated;
  - (i) the Introducer's entitlement to the NECER shall automatically lapse and be considered null and void;
  - (j) the Introducer shall not be entitled to the NECER or any part thereof; and
  - (k) the Introducer shall not have any actions, claims, proceedings and/or suits in any way whatsoever against the Developer in respect of this form and the NECER.
9. If T&C 8 occurs after the payment of the NECER then the Introducer confirms that the NECER shall be considered a debt due by the Introducer to the Developer which shall be immediately repayable by the Introducer to the Developer. The Developer reserves its right to claim from the Introducer the GLRR in which event all costs and expenses (including solicitor client's costs), if any, incurred to enforce such right shall be borne by the Introducer.
10. The Introducer's entitlement to the NECER is personal to the Introducer and it is non-transferable / non-assignable to any third party or to any other properties of the Introducer and/or Purchaser for any reason whatsoever.
11. The NECER is not exchangeable for kind, concessions, favour in whatever name called.
12. The Introducer shall abide strictly by this terms and conditions and shall fully indemnify and hold the Developer harmless against any and all losses, damages, claims, proceedings, actions, fines, penalties, costs and expenses which the Developer may suffer or incur arising from the Introducer's acceptance of participation in the NECER or from breach by the Introducer of this T&C.
13. The Introducer shall only be entitled to the NECER provided that the Purchaser has complied with this T&C and the Introducer shall not be entitled to participate concurrently in any other schemes offered by the Developer whether such schemes are running concurrently or consecutively (unless otherwise allowed under such other schemes). Changing from one scheme to another is strictly prohibited.

14. The Developer reserves the right to:-
  - (a) determine the entitlement of the Introducer for the participation of this NECER and to decide on any other matters pertaining to this NECER and the decision by the Developer shall be final, conclusive and binding on the Introducer; and/or
  - (b) at any time in the Developer's sole and absolute discretion, substitute, withdraw, add to or alter any of NECER offered whether in entirety or in part without notice to the Introducer; and/or
  - (c) at any time without prior notice terminate, discontinue or suspend the GLRR at the Developer's sole and absolute discretion in which case, the Developer may elect not to award any of the NECER. Such termination, discontinuation or suspension shall not give rise to any claim by the Introducer. If the Developer resumes the NECER, the Introducer shall abide by the Developer's decision regarding resumption of the NECER and the disposition of the NECER.
15. The Developer's decisions on all matters relating to the NECER (including but not limited to any inconsistencies in any of these T&C) shall be final, binding and conclusive on the Introducer. No discussion, correspondence, enquiry, appeal or challenge in respect of any decision of the Developer shall be entertained in any way whatsoever.
16. The Introducer hereby irrevocably waives all rights to make any oral or written complaints, public announcements or statements on the NECER, unless with the prior written consent of the Developer.
17. The Developer shall not be liable to the Introducer for any failure to fulfil any terms of this T&C for any reason whatsoever including but not limited to any other circumstances of whatsoever nature beyond the control of the Developer.
18. The form shall be binding on the Introducer, heirs and/or personal representatives or Introducer's successors in title, as the case may be, and shall be governed by the laws of Malaysia.