

6. **PARTICULARS OF * DIRECTORS / PARTNERS / PROPRIETOR OF COMPANY**

6.1 Name and Address

NAME	POSITION

IMPORTANT NOTE

During submission, please attach a copy of :-

1. Memorandum of Article
2. Form 24 }
3. Form 49 } Certified by your Company Secretary
4. Form 44 }
5. Flow chart explaining the manufacturing processes.

6.2 Business Registration Number (if sole Proprietorship or Partnership) or Certificate of Incorporation (if Limited Company) _____

7. CAPITAL STRUCTURE (In Malaysian Ringgit)

7.1	Authorised Capital	RM	_____
7.2	Proposed Called-up Capital	RM	_____
7.3	Paid-up Capital	RM	_____
7.4	Loan Capital	RM	_____
7.5	State sources of loans - local / foreign bank overdrafts, etc.		_____
7.6	Equity Participation		
7.6.1	Percentage (%) Local - Bumiputera		_____
7.6.2	Percentage (%) Local - Non-Bumiputera		_____
		Please state country	Percentage %
7.6.3	Percentage (%) Foreign	_____ -	_____
		_____ -	_____
		_____ -	_____

8. Proposed Investment in Fixed Assets

8.1	Land	RM	_____
8.2	Factory / Buildings	RM	_____
8.3	Plant & Machinery	RM	_____
8.4	Other Equipment	RM	_____
	TOTAL (for items 8.1 to 8.4)	RM	_____

11. MARKET

11.1 Market of your products by stating the percentage of sales in local market and export

% LOCAL .

% EXPORT .

Countries concerned

12. CONSTRUCTION AND OPERATION OF FACTORY

12.1 What is the date you propose to commence ?

12.1.1 Construction of factory

Month

Year

12.1.2 Operation of factory

Month

Year

13. STATE NAMES AND ADDRESSES OF THE FOLLOWING :-

13.1 Your Banker

13.2 Your Auditor

13.3 Your Solicitor

14. PARTICULARS OF EXISTING COMPANY

(If different from # 1)

14.1 Name Of Company _____

14.2 Business Address _____

14.3 Telephone No. _____

14.4 Fax No. _____

14.5 E-mail _____

14.6 Production / Business Activities _____

I hereby declare that to the best of my knowledge and belief all the particulars furnished above are true.
I have read and agree to the conditions of sale on the following page.

Date : _____

Signature : _____

Name : _____

Designation : _____

CONDITIONS OF SALE

1 Terms Of Payment

- (i) 20% upon signing of Sales & Purchase Agreement by way of crossed cheque payable to "Penang Development Corporation"
- (ii) 30% to be paid within four(4) months from due date of initial payment.
- (iii) Remaining 50% to be paid within two(2) months from the 2nd payment (30%)
- (iv) 10% of purchase price shall be forfeited by PDC on the applicant's failure to proceed with the proposed purchase upon signing of the Sales & Purchase Agreement. The balance of the initial payment shall be refunded to the applicant upon deduction of fees (if incurred).

2 Restriction Of Interest

- (i) The Applicant shall at its own cost and expenses construct, complete and operate such approved factory or building/buildings on the land within two (2) years from the date when the first transfer is registered by the State Authority.
- (ii) The applicant shall ensure that 30% of the employees at all levels of employment are Bumiputeras.
- (iii) The applicant shall treat and dispose all effluents in a manner that is satisfactory to the Relevant Authority.
- (iv) The applicant shall not sell, transfer, sub-divide, lease, sublease, or let the land without the prior written consent of the vendor.
- (v) The applicant shall not change the use of the land and building erected without prior written consent of the vendor.

3 General

- (i) The Agreement in connection with this sale shall be executed and returned within three (3) weeks from the date the agreement is forwarded to the Applicant for signature.
- (ii) The land purchased shall be used to construct a factory or building/buildings for the purpose stipulated in the "Application Form" submitted by the Applicant and as approved by the Penang Development Corporation and/or other Relevant Authorities.
- (iii) An interest rate of eight percent (8%) per year calculated on a day to day basis will be charged on late payment, without prejudice to any other action that may be deemed necessary.
- (iv) All legal fees, stamp duty and registration fees connected with the sale and purchase of the land shall be borne by the purchaser absolutely.
- (v) The applicant shall undertake to pay quit rent, taxes, rates, assessments and other charges whatsoever upon signing of the S&P Agreement.
- (vi) Paid-up Capital of Company must be at least RM100,000.00

Appendix

**BASIC INFRASTRUCTURE (INCLUDING UTILITY SERVICES)
AT BUKIT MINYAK INDUSTRIAL PARK / PENANG SCIENCE PARK**

1 Service Roads

- 15.24 M (50') reserve - 2 lanes single carriageway (one lane each way) with sidewalks.
- 20.11 M (66') reserve - 4 lanes single carriageway (two lanes each way) with sidewalks.
- 24.38 M (80') reserve - 4 lanes dual carriageway (two lanes each way) with sidewalks.
- 30.48 M (100') reserve - 4 lanes dual carriageway (two lanes each way) with sidewalks.
- 40.23 M (132') reserve - 4 or 6 lanes dual carriageway (two or three lanes each way) with sidewalks.
- All roads shall be maintained by Public Works Department.

2 Water

- 150mm to 600mm mains laid underground along internal roads serviced by Pihak Berkuasa Air Sdn. Bhd.

3 Sanitary Sewer

- 300mm to 900mm diameter underground sewerage pipelines (gravity flow) on internal roads connected to public sewage treatment plant operated and maintained by Indah Water Konsortium Sdn.Bhd.

(Waste water from sanitation sources shall be separated from waste water generated from production. Factories shall provide own treatment system on their premises to treat waste water originating from their production process. Treated factory waste water approved for discharge by the Department Of Environment may be discharged to the storm drainage.)

4 Storm Drainage

- 300mm to 1200mm wide concrete roadside drains discharge to river reserve.
- River reserve of between 10.05 M (33') to 50.29 M (165') set aside for water retention and shall be maintained by Department of Irrigation & Drainage

5 Electricity

- 11 KV serviced by TNB.
- Can be customised to 33 KV / 132 KV by TNB

6 Telecommunications

- 4-way ducting on internal roads ready for laying of telecommunication cables serviced by Telekom Malaysia.

CHECKLIST FOR LAND APPLICATION FORM

- | | | | |
|---|--|------------------------------|-----------------------------|
| 1 | Application Form (PPPP/IND/App.) duly completed. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2 | AS PAT Form duly completed. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 3 | Attachments : | | |
| | Memorandum & Articles Of Association | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | Form 24 (Certified by Company Secretary) | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | Form 49 (Certified by Company Secretary) | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | Form 44 (Certified by Company Secretary) | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | Flow Chart | YES <input type="checkbox"/> | NO <input type="checkbox"/> |