

**The Honorary Secretary
The Sarawak Club
Jalan Taman Budaya
93000, Kuching, Sarawak**

NOTICE OF INTENTION & AUTHORISATION TO SELL OR TRANSFER (RULE 14.1.1)

NAME OF MEMBER :
MEMBERSHIP CATEGORY :
MEMBERSHIP NUMBER :
NRIC / COMPANY NO :

I/We the below signed hereby give notice of intention and authorization to the Management Committee (“Committee”) to offer for sale or transfer *my/our Ordinary/Corporate* Membership (“Membership”) in the Sarawak Club (“Club”).

Furthermore, I/we understand and accept that:-

- 1) all sale or transfer of Sarawak Club memberships shall only be conducted through the Club and the Committee shall set up its procedure and practice for offering *my/our* Membership for sale or transfer to applicants on the Club’s Membership Waiting List (“Applicant”);
- 2) all dues and all other sums owing or outstanding to the Club by *me/us* shall have first been fully discharged prior to the registration of the sale or transfer of *my/our* Membership to the Applicant by the Club;
- 3) the Committee may from time to time impose such terms and conditions as it deems fit in regulating and approving the sale or transfer of *my/our* Membership;
- 4) all Membership cards, Membership certificates, club car-stickers, appropriate car-parking access cards and any property of the Club in *my/our* possession or custody as the case may be, shall be duly returned to the Club administration office upon the sale or transfer of *my/our* Membership;
- 5) the value of *my/our* Membership shall be set by the Committee and may be subject to change from time to time;
- 6) all transfer fee, stamp duties and other charges arising from the sale or transfer of *my/our* Membership shall be paid before the sale or transfer of *my/ our* Membership can be accepted for registration by the Club;
- 7) I/we shall submit an executed Conditional Contract with this Notice to effect and finalise the sale or transfer of *my/our* Membership to the Applicant on the Club’s Membership Waiting List; and
- 8) The Club shall not be responsible nor liable for any delay for the offering and processing of the sale or transfer of *my/ our* Membership.

Subject to the abovementioned conditions, I confirm that the purchase price for *my/our* Membership shall be set at **RM**

Yours faithfully,

.....
Seller/Transferor

Name:

Date:

Sales tax implement (wef 1/3/2024)

The Honorary Secretary
The Sarawak Club
Jalan Taman Budaya
93000, Kuching, Sarawak

Application No.:

APPLICATION FOR SARAWAK CLUB MEMBERSHIP BY SALE OR TRANSFER (RULE 14.1.2)

NAME OF SELLER/ TRANSFEROR :

MEMBERSHIP CATEGORY :

MEMBERSHIP NUMBER :

NRIC/COMPANY NO. :

NAME OF PURCHASER/ TRANSFEREE :

NRIC/COMPANY NO. :

:

ADDRESS :

:

RELATIONSHIP OF PARTIES :

I/We the below signed hereby submit my/our application pursuant to Rule 14 of the Rules of the Sarawak Club (“Rules”) for the purchase or transfer of an Ordinary/Corporate Membership (“Membership”) in the Sarawak Club.

*I/We shall also duly submit the full Entrance Fee or Transfer Fee (whichever applicable) in the sum of **RM** upon the submission of this Application and the executed Conditional Contract attached herewith for the Club’s record and further action, the terms and conditions which I/We have read, understood and accepted.*

*I/We confirm that the full Entrance Fee or Transfer Fee (whichever applicable) for the purchase or transfer of the abovenamed Seller/Transferor Member’s Membership is **RM**....., which shall be paid in the time and manner as stated and agreed by me/us in the Conditional Contract executed and attached herewith.*

- 1) I/We understand and accept that under Rule 14 of the Rules (among other):-all purchase or transfer of Sarawak Club memberships shall only be conducted through the Club and the Committee shall set up its procedure for offering the Seller/Transferor Member’s Membership for sale or transfer to applicants on the Club’s Membership Waiting List;
- 2) all dues and all other sums owing or outstanding to the Club by the Seller/Transferor Member shall have first been fully paid or discharged prior to the registration of the sale or transfer of the Seller/Transferor Member’s Membership to me/us by the Club; the Committee may from time to time impose such terms and conditions as it deems fit in regulating and approving the purchase or transfer of the Membership;
- 3) the purchase or transfer price of the Membership shall be set by the Committee and may be subject to change from time to time;
- 4) all transfer fee, stamp duties and other charges arising from this application and the purchase or transfer of the Membership shall be borne by me/us and shall be paid before the purchase or transfer of the Membership can be accepted for registration by the Club;

- 5) I/we shall submit an executed Conditional Contract with this application to effect and finalize the purchase or transfer of the Seller/Transferor Member's Membership to me/us; and
- 6) the Club shall not be responsible nor liable for any delay for the offering and processing of the application for purchase or transfer of the Membership; and
- 7) I/we shall be bound by the Rules, By-Laws then in force and be liable for all monthly subscription and other dues payable to the Club upon registration of my/our purchase or transfer of the Membership.

Yours faithfully,

.....
Purchaser/Transferee Name:
Date:

CONDITIONAL CONTRACT (RULE 14.1.1)

FOR SALE OR TRANSFER OF SARAWAK CLUB MEMBERSHIP

Sarawak Club Ordinary/Corporate Membership No. :

Seller/Transferor Member's Name :

Purchaser/Transferee's Name :

- 1) We the below-signed have this day entered into this Conditional Contract according to Rule 14.1.1 of the Rules of the Sarawak Club (“Rules”) for the sale and purchase OR transfer of the above-named Seller/ Transferor Member’s Sarawak Club Membership for the sum of Ringgit Malaysia (RM.....) (here-in-after referred to as “the sale or transfer price”) to the above-named Purchaser/Transferee.
- 2) The sale or transfer price shall be paid in the following manner:-
 - a) The applicable Entrance Fee or Transfer Fee (whichever is applicable) in the sum RM..... only shall upon execution of this Conditional Contract be paid in full to The Sarawak Club to be held as stakeholder (the receipt of which The Sarawak Club hereby acknowledges);
- 3) The abovementioned Entrance Fee or Transfer Fee shall be released to the Seller/Transferor Member by The Sarawak Club free of interest within TEN (10) DAYS of the Seller/Transferor Member’s Sarawak Club Membership being sold or transferred to the Purchaser/Transferee and the Purchaser/Transferee being registered as member of The Sarawak Club.
- 4) In the event of the Purchaser/Transferee breaching any of the terms of this Contract or failing or refusing to complete the purchase of the above-named Seller/Transferor Member’s Sarawak Club Membership after Rule 14 of the Rules can or has been complied with or after the Purchaser/Transferee had been elected to be a member of the Club or the Purchaser/Transferee defaults to conclude or pay the balance sum then the Seller/Transferor Member shall be entitled to serve a SEVEN (7) DAYS notice to comply or perform and in default the Seller/Transferor Member may thereafter serve notice of termination of this Contract and forfeit whatever sums paid hereunder as agreed pre-estimated liquidated damages but without prejudice to any application that the Seller/Transferor Member may wish to make to Court for the specific performance of this Contract.
- 5) In the event of the Seller/Transferor Member breaching any of the terms of this Contract or failing or refusing to comply with Rule 14.1.4 of the Rules or to conclude or complete the sale or transfer to the Purchaser/Transferee after Rule 14 of the Rules can or has been complied with by the Purchaser/Transferee or after the Purchaser/Transferee had been elected to be a member of the Club then the Purchaser/Transferee shall be entitled to serve a SEVEN (7) DAYS notice to comply or perform and in default the Purchaser/Transferee may thereafter serve notice of termination of this Contract and thereafter the Seller/Transferor Member agree that The Sarawak Club shall refund to the Purchaser/Transferee whatever sums paid hereunder plus a further like sum as agreed pre-estimated liquidated damages but without prejudice to any application that the Purchaser/Transferee may wish to make to Court for the specific performance of this Contract.
- 6) In the event that the Management Committee of the Sarawak Club as provided in Rule 14.1.3 of the Rules rejects the election of the Purchaser/Transferee this Conditional Contract shall become null and void and the aforesaid deposit or Transfer Fee shall be refunded free of interest to the Purchaser/Transferee without any liability attaching to any party hereto or to The Sarawak Club. Club Rule 10.6 states that *“In the case of a candidate for transfer of a transferable membership*

withdrawing his application or that his membership application is rejected then the Committee shall after deducting a processing charge in the sum representing 50% of the Transfer Fee paid and such sums as maybe due to the Club, refund the balance (if any) of the Transfer Fee and deposit to the candidate.”

- 7) This Contract shall be conditional upon our full compliance with the Rules governing admission to Membership and is subject always to the final approval of the Committee for the sale or transfer of the Membership to the Purchaser/Transferee herein.
- 8) Time whenever mentioned herein shall be of the essence in this Contract.
- 9) All stamp duties, registration fee, transfer fee and other incidental expenses for the preparation, execution and stamping of this Contract and the transfer of The Sarawak Club membership shall be paid by the parties hereto.
- 10) This Contract shall be binding upon the successors in title and assigns of the respective parties hereto.
- 11) In this Contract unless there be something in the subject or context inconsistent therewith, words importing the singular number or the masculine gender shall include the plural number or the feminine of the neuter gender and vice versa.

Dated this _____ day of _____, 20____

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seal (where applicable) the day and year first above written.

.....
Seller/Transferor Member

FULL NAME :

NRIC/COMPANY NO :

in the presence of (Witness):-

.....
Name :

NRIC No. :

.....
Purchaser/Transferee

FULL NAME:

NRIC/COMPANY NO:

in the presence of (Witness):-

.....
Name:

NRIC No.:

To: Honorary Secretary, The Sarawak Club

Sale and Transfers of Club Membership from Vendor to Purchaser

We the undersigned Vendor and Purchaser have irrevocably agreed to allow The Sarawak Club to transact the sale of the Ordinary Membership and to effect deductions and payments as follows:-

<p><i>a) Discount given by Vendor to Purchaser</i></p> <p>This is the amount to be paid to the Purchaser. To be deducted from the proceeds of sale of Vendor's Ordinary Membership and to be paid directly by the Club to the Purchaser upon being fully elected as an Ordinary Member</p>	
<p><i>b) Transfer fee charged to Vendor by Club</i></p> <p>This is the amount to be retained by The Sarawak Club. To be deducted from the proceeds of sale of Vendor's Ordinary Membership (Effective 1st Jan. 2021)</p>	<p style="text-align: center;">RM4,320.00 <i>(Incl. 8% Service Tax)</i></p>
<p><i>c) Gross proceeds of sale of Ordinary Membership due to Vendor</i></p> <p>This is the amount to be paid to the Vendor. Before deduction of final outstanding balance in Vendor's Statement of Accounts, and to be paid directly by the Club to the Vendor upon the Purchaser being fully elected as an Ordinary Member</p>	<p><i>RM40,000.00 minus a) and minus b) =</i></p>

Vendor/Seller:

.....
Date:
Name:

NRIC / Passport:
Club Membership No:

Witness for Vendor:

.....
Name:
NRIC / Passport:
Address:

Purchaser/Buyer:

.....
Date:
Name:

NRIC / Passport:
Address:

Witness for Purchaser:

.....
Name:
NRIC / Passport:
Address: