

1st Party
(Individual/Company)

LAMPIRAN

I/We, the person(s) described in Section 1 of the Schedule herein (hereinafter called "the Borrower") have this day charged the Said Land described in the Jadual or Memorandum of Charge and in Section 2 of the Schedule herein (hereinafter called "the Said Land") to CIMB BANK BERHAD (Company Registration No. 13491-P) a company incorporated in Malaysia pursuant to the Companies Act 1965 and licensed under the Financial Services Act 2013 having its registered office at Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur and having a place of business described in Section 5 of the Schedule (hereinafter called "the Bank") upon the terms and subject to the conditions hereinafter appearing, and DO HEREBY AGREE, COVENANT AND UNDERTAKE with the BANK as follows:-

WHEREAS

- (a)* By a Sale and Purchase Agreement dated the day and year as stated in Section 3 of the Schedule hereto, the Borrower has purchased the Said Land.
- (b)* The Borrower has acquired rights and/or interest to the Said Land by virtue of a construction contract, any other form of agreement or otherwise, which contract/agreement is dated the day and year stated in Section 3 of the Schedule hereto.

*(to delete whichever inapplicable)

1. DEFINITIONS AND INTERPRETATION

1.1 Unless the context otherwise requires or unless otherwise defined in this Charge, words and expressions shall have the same respective meanings that are ascribed to them in the Loan Agreement.

1.2 Definitions

In this Charge unless the context otherwise requires: -

'BANK' means CIMB Bank Berhad and shall include its successors in title, assigns, and persons deriving title thereunder.

'BASE LENDING RATE' means the rate of interest prescribed by the Bank (and as varied from time to time) as an indicator rate against which rates of interest for Loans or Advances are computed and include such indicator rate by whatever name called by the Bank.

'BORROWER' means the person or persons described in Section 1 of the Schedule hereto and includes his/her/their/its personal representatives, successors in title, permitted assigns and persons deriving title thereunder.

'CHARGE' means this legal charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to or in accordance with the terms of this legal charge.

'DEFAULT RATE' means the default rate of interest specified in the Loan Agreement and includes, where and when applicable, such other rate which the Bank may at any time and from time to time stipulate.

'ENCUMBRANCE' means any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment.

'EXPENSES' means all interest, commission, fees, and legal and other costs, charges and expenses, in each case on a solicitor and own client basis, which the Bank may charge or incur arising from or in relation to: -

- i. the Borrower or this Charge;
- ii. the preparation negotiation and creation of this Charge;
- iii. the Said Land; and/or
- iv. any breach of any provision of, and the protection, realisation or enforcement of, this Charge.

'EVENTS OF DEFAULT' means any of the events or state of affairs specified in Clause 10 hereof or any other event rendering the Facilities, interest thereon and/or any other moneys owing by the Borrower under or pursuant to the respective Loan Agreement, immediately due and payable to the Bank.

'LOAN AGREEMENT' means the loan agreement and/or facility agreement made between the Borrower and the Bank on the date as stated in Section 4 of the Schedule, and any variation, amendment or extension thereof or supplement thereto from time to time.

'FACILITIES' means the facility or facilities made available by the Bank to the Borrower under the respective Loan Agreement and includes any balance or part thereof that may from time to time remain owing on the said facility inclusive of interest accrued and accruing there on at the rates and in the manner set out in the said Loan Agreement.

'INSURED RISKS' means fire, storm, lightning, earthquake, explosion, aircraft, riot, civil commotion, malicious damage, impact, terrorism, aircraft

and other aerial devices or articles dropped therefrom, tempest, flood, bursting and overflowing of water tanks, apparatus or pipes, and damage by or resulting from vehicular impact, and such other risks as the Bank shall approve including demolition and site clearance costs and expenses, architects surveyors and other professional fees and all other incidental expenses.

'PREVAILING INTEREST RATE' means the interest rate specified in the Loan Agreement and which expression shall, where the context so permits, include any and such other rate which the Bank may at any time and from time to time stipulate.

'SAID LAND' means the strata title, freehold, leasehold or immovable land described in Section 2 of the Schedule hereto and any part or parts of it, including all rights attached or appurtenant to it and all buildings, fixtures, fittings, plant and machinery from time to time situate on it. It shall include common properties and all other structures or fixtures connected adjacent to and/or relating to the said Land and by virtue of the Land (Subsidiary Title) Enactment 1972 for land in Sabah or Strata Titles Act 1985 or other applicable laws.

'SECURED LIABILITIES' means all moneys, obligations and/or liabilities whatsoever, whether for principal, interest or otherwise, which may now or at any time in the future be due, owing or incurred by the Borrower to the Bank whether present or future, actual or contingent, and whether alone, severally or jointly, as principal, guarantor, surety or otherwise, and in whatever name or style and whether on any current or other account or in any other manner whatsoever, and including but without limitation all moneys due under the Loan Agreement including the Facilities, all expenses and interest at the Prevailing Interest Rate and where applicable at the Default Rate both before as well as after judgment.

'SECURITY DOCUMENTS' means the Guarantee and any other security documents, except for this Charge, which the Bank may from time to time require.

'SECURITY PARTIES' means the Borrower and the parties executing the Security Documents and includes any party or parties providing any security to the Bank to secure the repayment and payment by the Borrower of all interests, costs, charges and other moneys arising from or in connection with the Facilities.

1.3 Interpretation

In this Charge: -

- (a) references to clauses, sections and schedules are to be construed as references to the clauses sections and schedules of and to this Charge;
- (b) references to any provisions of this Charge or to any other document or agreement are to be construed as references to those provisions or that

document or agreement as is in force for the time being and as amended, varied, supplemented, substituted or novated from time to time;

- (c) words importing the singular are to include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders and vice versa;
- (d) references to a person are to be construed to include references to a corporation, firm, partnership, joint venture, unincorporated body of persons, individual or any state or any agency of a state, whether or not a separate legal entity;
- (e) references to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this Charge) and are to include any orders regulations instruments or other subordinate legislation made under or deriving validity from that statutory provision;
- (f) the term "principal" shall include all sums and moneys whatsoever advanced or paid to or on behalf of the Borrower by the Bank or otherwise howsoever payable by the Borrower to the Bank pursuant to this Charge (whether or not the same shall form part of the Facilities) and the term "interest" includes interest at the Prevailing Rate, the Default Rate or such other rate or rates as the Bank may at its absolute discretion determine from time to time on all such sums and moneys aforesaid and accordingly the expressions "Facilities", "principal" or "interest" include all such sums and moneys and interest thereon as aforesaid;
- (g) clause headings are for ease of reference only and are not to affect the interpretation of this Charge;
- (h) any liberty or power which may be exercised or any determination which may be made hereunder by the Bank may be exercised or made at the Bank's absolute or unfettered discretion and the Bank shall not be under any obligation to give any reason therefor to the Borrower;
- (i) the words "herein", "hereinafter", "hereinbefore", "hereof", "hereunder" and other words of similar import shall refer to this Charge as a whole and not to any particular provision;
- (j) the words "moneys", "ringgit", "dollar" and the symbol "RM" shall be construed as Malaysian currency;
- (k) the words "National Land Code" means the National Land Code 1965 for land in West Malaysia, the Sarawak Land Code (Cap 81) for land in Sarawak or/and the Sabah Land Ordinance (Cap 68)) for land in Sabah;

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- (l) the Schedule hereto shall form an integral part of this Charge and shall be taken, read and construed as an essential part hereof;
- (m) where the 'Borrower' consists of two or more parties: -
- (i) such expression shall in this Charge mean and include such two or more parties and each of them or (as the case may require) any of them;
 - (ii) all covenants, charges, agreements and undertakings expressed or implied on the part of the Borrower in this Charge shall be deemed to be joint and several covenants, charges, agreements and undertakings by such parties;
 - (iii) each shall be bound even if any other of them intended or expressed to be bound by this Charge shall not be so bound; and
 - (iv) the Bank may release or discharge any one or more of them from all or any liability or obligation under this Charge or may make any arrangement or composition with any such person without thereby releasing any other or others of them or otherwise prejudicing any of its rights under this Charge or otherwise.

2. COVENANT TO PAY

2.1 The Borrower covenants with the Bank: -

- (a) that the Borrower will repay to the Bank ON DEMAND the Facilities together with such accrued interest thereon as at the date of demand together with further interest accruing thereon from the date of demand at the Default Rate and all other moneys owing or payable under the terms of this Charge. Until such demand the Borrower will repay the Facilities and interest as per the terms of the Loan Agreement.
- (b) that in the event that any one of the Borrowers is declared a bankrupt or is already a bankrupt at the time of the Facilities and the Bank does not realise this Charge within six (6) months from the date of the receiving order, the other Borrower who is not bankrupt hereby agrees to pay the full interest outstanding in respect of the Facilities at the Prevailing Interest Rate and/or the Default Rate (as the case may be) and the Bank is entitled to recover the same under this Charge notwithstanding Section 8 (2A) of the Bankruptcy Act 1967.
- (c) to pay all such sums and moneys as are or may become payable by the Borrower under this Charge and in particular (but without limiting the

generality of the foregoing) all the costs, charges , expenses and other sums and moneys provided herein.

- 2.2 Notwithstanding anything contained in this Charge or in the Loan Agreement or in any other document passing between the parties hereto, and without prejudice to the generality of the foregoing, notwithstanding that the payments specified in Section 2.1 may have been made as aforesaid, the Facilities and any moneys payable by the Borrower to the Bank under this Charge and interest thereon as herein provided shall continue for all purposes to be repayable in full on demand.
3. SECURITY
- 3.1 The security created under this Charge is expressly intended to be and shall be a continuing security for the repayment and payment not only of the Facilities but also of the Secured Liabilities, notwithstanding that the account or accounts of the Borrower with the Bank shall cease to be current for any reason whatsoever and notwithstanding any settlement of account or accounts or other matter or thing whatsoever, and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Said Land or to any other land or any other security which the Bank may now or at any time in the future hold in respect of the Secured Liabilities or any of them, and shall continue in full force and effect as a continuing security until discharged.
- 3.2 The continuing nature of security hereby created shall not be determined or affected by notice to the Bank of the death or mental incapacity or the winding up of the Borrower.
- 3.3 Section 245 of the National Land Code 1965 shall not apply to this Charge. For land in Sabah and Sarawak, there is no restriction on the Bank's right of consolidation. It is expressly agreed and declared that unless the Bank otherwise agrees, this Charge shall not be discharged except on payment by the Borrower of not only all monies secured hereby but also all monies secured by any other charge created by the Borrower in favour of or vested in the Bank.
- 3.4 The Borrower shall at any time and when required by the Bank, execute in favour of the Bank or as the Bank shall direct, such further legal or other mortgages, charges, debentures, assignments, transfers, agreements or other assurances as the Bank shall require of and on all the Borrower's rights, title and interests in any land or assets or business now belonging to or which may hereafter be acquired by or belonging to the Borrower (including any vendor's lien) and the benefit of all licences held in connection therewith, to secure all moneys and liabilities hereby agreed to be paid or intended to be hereby secured, such mortgages, charges, assignments, transfers, agreements or other assurances to be prepared by or on behalf of the Bank at the cost of the Borrower and to contain all such terms and conditions for the benefits of the Bank as the Bank may require or stipulate.

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- 3.5 The Borrower shall at any time if and when required by the Bank to do so, deposit with the Bank the document of title of any or all immovable properties vested in the Borrower for any tenure and all or any debentures, shares, stocks or other investments or securities registered in the name of the Borrower or otherwise belonging to the Borrower. Such deposit may be by way of collateral security for the repayment of moneys and liabilities hereby secured and may also or otherwise be for the purpose of securing any other moneys owing to the Bank and not secured hereby.
- 3.6 The Bank shall have custody and possession of the issue document of title in respect of the Said Land.
- 3.7 Insofar as the law shall permit the application of Section 244 (2) of the National Land Code 1965 shall be restricted to instances where the production of any document is required for purposes of any action or matter initiated or instituted by the Government or any government authority, department or officer and not where such document is required for any purpose or to effect any transaction conducted or initiated by the Borrower AND nothing contained or expressed in the said Section 244 (2) shall be deemed to give consent of the Bank (whether express or implied) to any act or transaction requiring the consent of the Bank. For land in Sabah and Sarawak any provision of such document(s) by the Bank shall be restricted to instances where the production of any document is required for purposes of any action or matter initiated or instituted by the Government of any government authority, department or officer and not where such document is required for any purpose or to effect any transaction conducted or initiated by the Borrower.

4. FURTHER ADVANCES

This Charge is intended to secure further advances and in the event that such further advances are made, the Bank is duly authorised to upstamp this Charge and/or the Loan Agreement at the Bank's discretion, if required to do so under the provisions of any written law. The Bank is duly authorised to debit the Borrower's account to pay for the cost of upstamping including any penalties

5. CAPITALISATION OF INTEREST

- 5.1 Without prejudice to the rights of the Bank to treat any failure to pay interest as a breach of the terms of this Charge and of the Loan Agreement, the interest on any moneys for the time being hereby secured including capitalised interest shall on the date of the same becoming due and at the end of every rest period thereafter be capitalised and added for all purposes to the principal sum then owing and shall thenceforth bear interest at the Prevailing Interest Rate or as the case may be, the Default Rate and be secured and payable accordingly and all covenants and conditions contained in or implied by these presents and all powers and remedies conferred by law or these presents and all rules of law or equity in relation to the said principal sum and interest shall equally apply to

such capitalised arrears of interest and to interest on such arrears. It is also hereby expressly agreed that notwithstanding any provisions to the contrary, the decision of the Bank as to what is the rate of interest chargeable at any time shall be final and conclusive and shall not be questioned on any account whatsoever.

- 5.2 The right of the Bank to charge capitalised interest shall subsist and continue to subsist: -
- i. notwithstanding the issue and/or service of a demand for payment of moneys or any of the moneys hereby secured; and/or
 - ii. notwithstanding that the relationship of banker-customer between the parties hereto shall have ceased for any reason or due to any cause whatsoever; and/or
 - iii. before as well as after any judgment entered against the Borrower and/or any order made for the sale of the Said Land.

6. DISCHARGE

If the Borrower shall pay to the Bank the Secured Liabilities the Bank at the request and cost of the Borrower will duly discharge this Charge but without prejudice to the rights and remedies of the Bank against the Borrower in respect of any antecedent claim or breach of covenant.

7. RESTRICTIONS

- 7.1 The Borrower shall not without the prior written consent of the Bank: -
- (a) create or permit to subsist or arise any Encumbrance or any right or option on the Said Land or any part thereof or agree to do any of the foregoing;
 - (b) sell, convey, assign, transfer or otherwise howsoever deal with the Said Land or any interest therein or otherwise part with or dispose of any Said Land or assign or otherwise dispose of any moneys payable to the Borrower in relation to Said Land or agree to do any of the foregoing;
 - (c) grant any lease or tenancy over the Said Land or agree to do any of the foregoing;
 - (d) part with or share possession or occupation of the Said Land or any part of it or grant any tenancy or licence to occupy the Said Land or agree to do any of the foregoing;

- 7.2 It is expressly agreed and declared that the provisions of section 251 of the National Land Code 1965 shall not apply to this Charge. For land in Sabah and Sarawak the Borrower will not lease, let out, grant any licence or otherwise howsoever part with the possession or make or accept the surrender of any lease whatsoever of or in respect of the said land or any building, fixture, structure, crops or plants thereon or any part thereof, to any person, firm or company without the consent in writing of the Bank first had and obtained, which consent may be given or refused without assigning any reason thereof, either absolutely or on such terms and conditions as the Bank deems fit, and the decision of the Bank shall be final and conclusive.

8. COVENANTS BY THE BORROWER

The Borrower covenants with the Bank at all times during the continuance of this security: -

(a) Repair

To keep the buildings, installations and structures (whether fully built or in course of construction) and all fixtures and fittings therein or thereon and other erections from time to time upon the Said Land, in good and tenable repair and condition and fully protected from damage or deterioration as a result of weather or malicious damage or any other cause, and to replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value.

(b) Insurance

(i) to keep the Said Land and all buildings, installations and structures and all fixtures and fittings situate thereon and other erections, insured in their full replacement value for the time being against loss or damage by the Insured Risks with such insurance company as the Bank may approve or from time to time select and on such terms as the Bank shall approve and including a specific assignment of the Policy for the benefit of the Bank and if available a Bank protection clause whereby the insurance effected will not be vitiated or avoidable as against a chargee in the event of any misrepresentation act or neglect or failure to disclose on the part of the Borrower or the insured party (if not the Borrower), with the Bank named as the sole payee of the policy proceeds. PROVIDED ALWAYS that where there is a Management Corporation Insurance Policy (with respect to flats, apartments and condominiums), the Bank may accept such insurance over the Said Land.

(ii) punctually to pay all premiums (and other moneys) in respect of such insurances and on demand to deliver to the Bank the policy or policies of all such insurances and the receipt for

every such payment, and all moneys received under any policy or policies of insurance whether maintained or effected by the Borrower, the Bank or by a third party and whether or not in pursuance of the Borrower's obligations under this Charge shall be applied, at the Bank's option, either in making good the loss or damage to the Said Land (any deficiency being made good by the Borrower) or towards the discharge of the Secured Liabilities and any such moneys received by the Borrower shall be held by the Borrower on trust for the Bank accordingly.

- (iii) to comply with the terms and conditions of any policy of insurance on the Said Land or otherwise contemplated by this Clause and not to do or omit to do any thing whereby any such insurance may become void or voidable wholly or in part.
- (iv) without prejudice to the preceding provisions of this section (and whether or not the Borrower shall be in default) it is agreed that if the Bank shall in its absolute discretion consider it desirable or expedient, the Bank shall be at liberty but not obligated and is hereby expressly authorised by the Borrower to effect, maintain or renew any such insurance in respect of the Said Land against such of the Insured Risks as the Bank may think fit and any cost and expense so incurred shall be for the account of the Borrower. In such a case the Borrower is required to advise the Bank on the amount to be insured failing which the Bank will deem that the property is adequately insured and the Borrower will not hold the Bank liable in any event of inadequacy of insurance coverage. The Borrower undertakes that in the event of the Bank electing to exercise its powers hereunder, the Borrower will not take out, or if already taken out will forthwith discontinue, any insurance on the Said Land in respect of such of the Insured Risks as have been insured by the Bank.
- (v) The Borrower hereby further agrees that the Bank may retain for its own benefit any commission or profit paid or allowed to the Bank in respect of the taking of such insurance as is mentioned above.

(c) Outgoing

To pay when due all rents including quit rent, assessments, taxes, charges, duties, impositions and other outgoing whatsoever charged, assessed, levied or imposed upon the Said Land or upon the owner or occupier thereof or payable in respect of the Said Land and to produce to the Bank upon demand all receipts for such payment.

(d) Covenants, restrictions

To perform and observe all conditions covenants, restrictions, stipulations, provisions, and category of land use, whether express or implied, imposed upon relating to or affecting the Said Land or the use or enjoyment of it or to which the Said Land is subject.

(e) Alterations

Not without the previous written consent of the Bank to demolish, pull down, remove or permit or suffer to be demolished, pulled down or removed any building, installation or structure for the time being up on the Said Land or any fixtures, or erect or make or suffer to be erected or made on the Said Land any building, installation, structure or alteration or a change of use thereof, or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened the value of the Said Land.

(f) User of the Said Land

Not to use the Said Land or any fixture or any building upon the Said Land or suffer the same to be used for any purposes other than those for which the same has been intended, nor to store or bring upon the Said Land any articles of a specially combustible, inflammable or dangerous nature, nor to do or permit or suffer to be done anything by reason whereof any policy or policies of insurance referred to in herein may be rendered void or voidable. Upon receipt of notice in writing from the Bank that in the opinion of the Bank any usage by the Borrower of the Said Land or any structure or fixture thereon or any part thereof whether by reason of overcrowding or for any reason whatsoever is calculated to affect adversely the security of the Bank, the Borrower shall forthwith discontinue such usage.

(g) Right of entry

To permit representatives of the Bank with or without workmen or others to enter the Said Land at all reasonable times to view the state of repair and condition of the Said Land.

(h) Notices

Within four days of receipt to produce to the Bank a copy of any notice, order, direction, permission or proposal affecting the Said Land or its use or value and to comply immediately with the terms thereof, or if the Bank so requires or approves and at the Borrower's cost, to make such objections, representations against or in respect of such notice, order, proposal, permission or consent as aforesaid as the Bank may require.

(i) Information

On request to forthwith produce to or provide for the Bank such documents or information relating to the Said Land or its development as the Bank may require.

(j) Statutes

To comply with all obligations imposed under any present or future statute, regulation, order or instrument or under any bye-laws, regulations or requirements of any competent authority or approvals licences or consents relative to the Said Land or its use or enjoyment.

(k) Indemnity

To keep the Bank fully and effectively indemnified from and against all actions, proceedings, costs, charges, claims, demands, expenses and liabilities (including any taxes and/or legal and other professional fees) whatsoever in respect of any breach or non-observance or non-performance of any covenants obligations warranties or undertakings on the part of the Borrower contained in this Charge or under the National Land Code or the making good of any such breach or non-observance or non-performance.

9. POWER TO REMEDY

9.1 If the Borrower fails to perform or observe any covenant or condition in its part contained in this Charge, it shall be lawful for but not obligatory upon the Bank in order to make good such failure in whole or in part and at the Borrower's cost: -

- (a) to enter upon the Said Land with or without workmen and effect such repairs and other works thereon as the Bank considers necessary;
- (b) to take such steps, give such notices, execute such works and do such things as the Bank considers necessary to comply with any requirements of or any notice, order, direction, permission or proposal, given, served or made under the National Land Code or any other written law or otherwise affecting or likely to affect the Said Land or its value;
- (c) to admit, settle, liquidate, compound or contest in such manner as the Bank thinks fit any claim or liabilities in relation to the Said Land whether or not the Bank is expressly indemnified in this Charge against the same;
- (d) to make at the expense of the Borrower such payments and expend or debit in account such moneys as the Bank considers necessary.

9.2 No exercise by the Bank of the powers created herein shall make the Bank a chargee in possession.

10. EVENTS OF DEFAULT

10.1 If any of the events specified as events of default in the Loan Agreement and/or any of the following events shall occur, then the whole of the Secured Liabilities shall become immediately due and payable at any time on demand by the Bank, and the Bank shall cease to be under any further obligations to the Borrower: -

- (a) the Borrower fails to pay any part of the Secured Liabilities when due; or
- (b) the Borrower commits any breach of or fails to observe or perform any of the covenants or any other provision of this Charge; or
- (c) any representation or warranty made or deemed to be made or repeated by the Borrower prior to in or pursuant to this Charge is or proves to have been untrue or incorrect when made or when deemed to be repeated with reference to the facts and circumstances existing at such time; or
- (d) if the Bank decides in its sole discretion that the continuation of the Facilities or any part thereof would be likely to be detrimental to its own position or otherwise undesirable or that its security hereunder is inadequate or in jeopardy or that any event or events has/have occurred or a situation exists which could or might prejudice the Borrower's obligations hereunder in accordance with the terms hereof or any of the other Security Documents as the case may be;
- (e) if the Borrower shall be affected by a material change in his financial condition which in the opinion of the Bank is likely to prejudice the ability of the Borrower to fulfill his obligations under this Charge in accordance with the terms hereof;
- (f) the Borrower is or becomes, or is adjudicated or found to be, bankrupt, wound up or insolvent or suspends payment of his debts or is or is deemed to be unable to or admits inability to pay his debts as they fall due or commits any act of bankruptcy or suffers execution to be levied against him or proposes or enters into any composition or other arrangement for the benefit of his creditors generally or proceedings are commenced in relation to the Borrower under any law, regulation or procedure relating to reconstruction or adjustment of debts; or
- (g) the Borrower is ordered to serve any custodial sentence or dies or become mentally incapacitated; or

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- (h) an order for compulsory acquisition requisition of the Said Land or any part thereof is made and confirmed; or
 - (i) the Said Land shall be so severely damaged by fire or other cause as to be unlikely in the opinion of the Bank to be tenatable; or
 - (j) notice shall be received by the Bank of determination or revocation of any guarantee in respect of the obligations of the Borrower to the Bank;
 - (k) if any of the Security Documents cannot be perfected for any reason whatsoever or the Charge cannot be registered or is invalid for any reason whatsoever;
 - (l) the Borrower commits any breach of the Loan Agreement; or
 - (m) if in the opinion of the Bank, the Borrower ceases or threatens to cease to carry on its business; or
 - (n) any steps and/or proceedings are taken for the bankruptcy or winding-up of the Borrower; or
 - (o) the Borrower shall have furnished untrue financial statements and/or other data required) by the Bank.
- 10.2 The happening of any of the above events in relation to any obligations of the Borrower to the Bank under the Loan Agreement or this Charge shall be deemed to be an Event of Default for all the purposes of this Charge.
- 10.3 Notwithstanding anything contained in any other provision of this Charge or in any written document or communication between the parties or in the Loan Agreement, including any provision relating to the repayment of the Facilities, it is expressly agreed that the failure by the Borrower to repay the Facilities upon a demand by the Bank made pursuant to clause 2.1(a) hereof shall constitute an Event of Default.
- 10.4 In the event of any breach by the Borrower of any of the agreements, covenants, terms, stipulations and/or undertakings herein and on the part of the Borrower to be observed and performed occurring and continuing for a period of not less than one (1) month and/or any other period allowed for by law, it shall be lawful for the Bank forthwith to give notice to the Borrower requiring the Borrower to remedy the said breach within a period of not less than one (1) month and/or any other period allowed for by law, and service of such notice shall be effected in the same manner as a notice demanding payment of the balance due as herein provided.

11. ENFORCEMENT

- 11.1 Upon the occurrence of any Event of Default the Bank shall be entitled to exercise such rights as the Bank may have under the Charge and any of the Security Documents or at law including without limitation all or any of the rights and powers following: -
- (a) the right to enter and take possession of the Said Land or any part or parts thereof;
 - (b) the right to let, lease or demise the Said Land or any part or parts thereof for such tenancy or term of years at such rent and generally upon such terms as the Bank in its absolute discretion shall think fit;
 - (c) the right and power to sell the Said Land by public auction or private treaty as the absolute unencumbered owner thereof at such price or prices and in such manner as the Bank shall in its absolute discretion think fit, free from any interest of the Borrower hereunder or otherwise, and the right to bid at any such sale;
 - (d) the right to sue and institute by way of civil suit or action for the recovery of the Facilities, interest thereon and all other Moneys payable hereunder, whether before first realising the Said Land or otherwise or concurrently with any of the other rights and remedies of the Bank herein or at law.

AND the Borrower shall and hereby expressly agrees, covenants and undertakes to do and execute all acts, deeds, instruments and things which the Bank may require or stipulate for the purpose of effecting and/or completing anything and/or any transaction mentioned in this Clause herein but without prejudice to the powers or the rights of the Bank in its capacity as chargee herein.

- 11.2 All moneys received by the Bank from any proceedings instituted or steps taken under this Charge or any other Security Documents (if any) shall be applied by the Bank: -

FIRSTLY to pay for all costs, charges and expenses incurred and payments made by the Bank under the provisions of this Charge or any other Security Documents (if any) and any other taxes payable under any written law for the time being in force on the disposal of the Said Land.

SECONDLY to pay to the Bank all interest then accrued and remaining unpaid in respect of the Facilities or the balance thereof for the time being owing.

THIRDLY to pay to the Bank the principal sum due and remaining unpaid under the Facilities.

FOURTHLY to pay to the Bank all other moneys due and remaining unpaid under this Charge or any other Security Documents (if any).

FIFTHLY to pay the repayment or payment of all amounts due and payable under any other loan or facility granted by the Bank to the Borrower.

SIXTHLY to pay to such persons entitled thereto the surplus, if any.

PROVIDED ALWAYS THAT if the Bank shall be of the opinion that the security may prove deficient payments may be made to the Bank on account of principal before interest but such alteration in the order of payment shall not prejudice the right of the Bank to receive the full amount to which it would have been entitled if the primary order had been observed or any lesser amount which the sum ultimately realised from the security may be sufficient to pay.

- 11.3 The Bank shall have absolute liberty to concurrently exercise all or any of the rights and remedies available to the Bank whether by this Charge or at law or otherwise including without limitation the right to pursue its remedies of sale and possession pursuant to the provisions of the National Land Code and the right to recover by civil suit all moneys however due and owing by the Borrower, the or any other person(s) to the Bank.
- 11.4 Without prejudice to any other remedies available to the Bank, if the amount realised by the Bank on the sale of the said Land, whether pursuant to the provisions of this Charge or under the provisions of the National Land Code or otherwise, after deduction and payment from the proceeds of such sale of all expenses, dues, costs, rents, rates, taxes and other outgoing on the said Land and all expenses incurred in connection with the making and carrying into effect the sale, whether at such sale the Bank is the purchaser of the said Land or otherwise, is less than the amount due to the Bank hereunder, the Borrower shall pay to the Bank the difference between the amount due and the amount so realised, and until payment the Borrower will also pay interest on such balance at the Default Rate (as well after as before any Court Order or Judgment and as well after as before the sale of the Said Land).

12. BANK'S LIABILITY

The Bank shall be under no obligation to take any steps or institute any proceedings for the recovery of the several debts and moneys hereby charged and in no circumstances shall the Bank be liable to the Borrower or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Said Land or from any act, default, omission or misconduct of the Bank, its officers, employees or agents in relation to the Said Land or in connection with this Charge or the Loan Agreement.

13. PROTECTION OF THIRD PARTIES

Any purchaser or any other person dealing with the Bank or purchasing the Said Land at a public auction shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any power which it is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Bank or the Court.

14. POWER OF ATTORNEY

The Borrower hereby irrevocably appoints the Bank and/or Manager and/or the officer in charge for the time being of the Bank, as Attorney of the Borrower, for the Borrower and in the Borrower's own name or on the Borrower's behalf, to do and execute, seal and deliver and otherwise perfect, any deed, assurance, agreement, instrument or act which may be required or may be deemed proper by the Bank, including to sell, transfer, exchange or otherwise dispose of the Said Land by private treaty.

The Borrower undertakes at all times to ratify whatsoever the Attorney shall lawfully do or cause to be done in or concerning the Said Land by virtue of this Power of Attorney. The Power of Attorney hereby granted is irrevocable and given for value as part of the security constituted by this Charge.

15. REPRESENTATIONS AND WARRANTIES

15.1 The Borrower hereby represents and warrants to the Bank as follows: -

- (a) that this Charge and the Security Documents constitute the legal, valid and binding obligations of the Security Parties in accordance with the terms and conditions thereunder;
- (b) that the execution, delivery and performance of this Charge and the Security Documents by the Security Parties: -
 - (i) will not violate the provisions of any law or regulation or any order or decree of any governmental authority, agency or Court to which the Security Parties are subject;
 - (ii) will not violate the provisions of any mortgage, contract or other undertaking or instrument to which the Security Parties are party or which is binding upon the Security Parties;
 - (iii) will not result in the creation or imposition of, or any obligation to create or impose, any Encumbrance on any of the Security Parties' assets or revenues pursuant to the provisions of any

mortgage, contract, debenture or other undertaking or instrument;

- (c) that all consents, approvals, authorisations of any relevant authority which are required on the part of the Security Parties or which are advisable for or in connection with the execution, delivery, performance, legality and enforceability of the Security Documents have been obtained and are in full force and any conditions contained therein or otherwise applying thereto have been complied with;
- (d) that the Security Parties are not in default under any agreement to which the Security Parties or any one of them is/are a party or by which the Security Parties or any one of them may be bound and no litigation, arbitration or administrative proceedings are presently current or pending or threatened which default litigation, arbitration or administrative proceedings as the case may be might materially affect the solvency of the Security Parties and might impair the Security Parties' ability to perform the Security Parties' obligations hereunder;
- (e) that the Borrower and the other Security Parties have the full and absolute power, right and authority to execute this Charge and the other Security Documents and that there is and shall be no person or party having priority over the Bank in respect of the Said Land and/or the Security Documents, save and except as the Bank may agree in writing in its absolute discretion;
- (f) if the Borrower or any of the other Security Parties is/are a corporation: -
 - (i) the Borrower and/or the other Security Parties are duly incorporated under the relevant law;
 - (ii) all requisite corporate shareholders or other approvals for the execution of this Charge and the other Security Documents have been obtained;
 - (iii) the Borrower and/or the other Security Parties are empowered to execute this Charge and/or the other Security Documents under their respective constitutive documents;
- (g) that all the particulars and declarations furnished, provided or made by the Borrower and/or the other Security Parties in respect of the Borrower' application for the Facilities are true, accurate and correct in all respects.

15.2 The Borrower acknowledges that the Bank has accepted this Charge on the basis of, and in full reliance upon, the aforesaid representations and warranties, which will be correct and complied with in all material respects so long as this Charge shall remain in force and each of the above representations

and warranties will be correct and complied with in all material respects so long as the Facilities shall remain available.

15.3 The truth and correctness of all the matters stated in the representations and warranties herein contained shall form the basis of the Bank's commitment to make available or continue to make available the Facilities to the Borrower. If any such representations and/or warranties made shall at any time hereafter be found to have been incorrect in any material respect then and in such event and notwithstanding anything to the contrary hereunder the Bank shall have the right at its absolute discretion to review, suspend, recall or terminate the Facilities or any part thereof.

16. COSTS AND EXPENSES

16.1 The Borrower shall, on demand and on a solicitor and own client basis, pay to the Bank: -

(a) the amount of all costs and expenses (including legal and out-of-pocket expenses and any service or other taxes on such costs and expenses) which the Bank incurs in connection with: -

- (i) the preparation, negotiation, execution and delivery of this Charge and any related document;
- (ii) the stamping or registration of this Charge;
- (iii) any actual or proposed amendment of or waiver or consent under or in connection with this Charge;
- (iv) any discharge or release of this Charge;
- (v) the presentation or exercise (or attempted presentation or exercise) of any rights under or in connection with, and the enforcement (or attempted enforcement) of, this Charge and any related document;
- (vi) obtaining payment of the Secured Liabilities;
- (vii) dealing with or obtaining advice about any other matter or question arising out of or in connection with this Charge and the Loan Agreement;

(b) all other moneys paid by the Bank in perfecting or otherwise in connection with this Charge or in respect of the Said Land including without limitation all moneys expended by the Bank under clause 9.

16.2 Such costs, expenses and other moneys shall be recoverable from the Borrower as a debt and may be debited to any account of the Borrower and

shall bear interest accordingly at the Default Rate and shall be charged on the Said Land.

17. SET-OFF

- 17.1 The Bank may, without notice to the Borrower, apply any credit balance whether or not then due and in whatever currency which is at any time held by any office or branch of the Bank for the account of the Borrower in or towards satisfaction of the Secured Liabilities or any of them.
- 17.2 The Bank is not obliged to exercise any of its rights under this Clause, which shall be without prejudice and in addition to any rights under the general law.
- 17.3 In this Clause 'right under the general law' means any right of set-off, combination or consolidation of accounts, lien or similar rights which the Bank has under any applicable law.

18. SERVICE OF NOTICES AND PROCESS

- 18.1 Every notice, demand or other communication under this Charge shall be in writing and may despatched as follows: -
- (a) if to the Bank, by registered letter sent to its address specified at the head of this Charge;
 - (b) if to the Borrower it may, at the option of the Bank, be delivered personally or by prepaid letter, and be sent to his address specified in Section 1 of the Schedule hereto or his usual or last known place of residence.
- 18.2 Every notice, demand or other communication sent to the Borrower shall be deemed to have been received (if sent by post) 24 hours after despatch and if delivered personally at the time of its receipt. Proof of posting to the Borrower shall be conclusive proof for all purposes of delivery to the Borrower.
- 18.3 Any notices, demands or other communication as aforesaid to be given by the Bank may be made by any officer of the Bank or by any person or firm acting as solicitor or solicitors for the Bank.
- 18.4 In addition to and not in derogation of any mode of service that may be permitted or prescribed by any written law, in the event legal proceedings are instituted by the Bank against the Borrower the originating process shall be deemed to have been duly served on the Borrower: -
- (a) if the originating process is sent by hand, at the time a copy of the originating process is left at the address of the Borrower stated herein;

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- (b) if the originating process is sent by prepaid registered post, on the 7th day (including the day of posting) from the date the originating process is put into post addressed to the Borrower at the address of the Borrower herein stated.

*18.5 Notwithstanding the foregoing the Bank or its solicitors or agents may serve any notice or documents on the Borrower (or to any person entitled by law to accept service on behalf of the Borrower) in the manner stipulated under Rule 8 of Land Rules enacted under the Sabah Land Ordinance (Cap 68).

(* Not applicable in Sarawak)

19. TRANSFERS

- 19.1 This Charge is freely assignable or transferable by the Bank.
- 19.2 The Borrower may not assign or transfer any of its obligations under this Charge or enter into any transaction, which would result in any of those obligations passing to another person.
- 19.3 The Bank is hereby expressly authorised to disclose to any person related to the Bank and/or any person to whom it is proposing to transfer or assign or has transferred or assigned this Charge any information about the Borrower.

20. SUSPENSE ACCOUNT AND APPROPRIATION OF PAYMENTS

- 20.1 Any money received hereunder may be placed and kept to the credit of a suspense account for so long as the Bank thinks fit without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any money or liabilities due or incurred by the Borrower to it. Notwithstanding any such payment, in the event of any proceedings in or analogous to bankruptcy, liquidation, composition or arrangement, the Bank may prove for and agree to accept any dividend or composition in respect of the whole or any part of such money and liabilities in the same manner as if this security had not been created.
- 20.2 In addition to the foregoing provision and notwithstanding the other express provisions of this Charge, the Borrower hereby irrevocably disables himself/themselves when making any payments to the Bank from appropriating such payments toward the facility or any of the general banking facilities given by the Bank to the Borrower and hereby further waives the effect of the provision of Section 60 of the Contracts Act 1950 or any amendment or re-enactments thereof and unreservedly give the right of appropriation of all payments made by him/them at all times to the Bank under this Charge.

21. GOVERNMENT ACQUISITION

- 21.1 Without prejudice to the provisions of Clause 10.1(h) hereinbefore, in the event that the Said Land or any part thereof shall at any time becomes the subject matter of or be included in any notice, notification or declaration concerning or relating to acquisition by the government or any government authority or any enquiry or proceedings in respect thereof, the Borrower shall forthwith inform the Bank of the same and shall forward to the Bank a copy or copies of any such notice, notification or declaration as soon as the same shall be delivered to or served on the Borrower. The Bank shall be entitled at the expense of the Borrower to engage such advisers and agents (including solicitors and valuers) as it may think fit for the purposes of appearing or attending at or advising upon any enquiry or proceedings affecting concerning or relating to any such acquisition. All moneys received as or by way of compensation for any such acquisition of the Said Land or any part thereof shall be applied in or towards the discharge or repayment of any moneys or liabilities secured by this Charge and the Borrower shall and hereby declares that the Borrower will hold all moneys if paid to and so received by the Borrower in trust for the Bank and the Borrower agrees and confirms that the Bank may receive and give a good discharge for all such moneys.
- 21.2 In the event of all such moneys aforesaid being less than the amount due to the Bank hereunder including interest and all moneys and other charges due and payable by the Borrower to the Bank hereunder, the Borrower shall forthwith pay to the Bank the difference between the amount due and the amount so received and until such payment will also pay interest on such difference at the Default Rate or such other rate as the Bank may impose from time to time at its absolute discretion, calculated in the manner then applicable to the moneys hereby or intended to be hereby secured.

22. MISCELLANEOUS

- 22.1 No delay or omission on the part of the Bank in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of that right or remedy, not shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy.
- 22.2 The Bank's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and so often as the Bank deems expedient.
- 22.3 Any waiver by the Bank of any of the terms or provisions of this Charge, or any consent or approval given by the Bank under it, shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 22.4 If at any time any one or more of the provisions of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any

jurisdiction, neither the legality, validity nor enforceability of the remaining provisions of this Charge shall be in any way affected or impaired as a result.

- 22.5 Any certificate signed by a Manager or an officer of the Bank as to the outstanding amount of the Facilities or of the Secured Liabilities shall be conclusive and binding on the Borrower as to the amount due under this charge from the Borrower to the Bank.
- 22.6 The securities, liabilities and/or obligations created by this Charge shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be in constitution of the Bank or of any company by which the business of the Bank may for the time being be carried on and shall be available to the company carrying on that business for the time being.
- 22.7 The Bank may at any time and without in any way affecting the Security hereby created: -
- (a) determine, vary or increase the amount of the Facilities or any credit or other facility granted to the Borrower and may open and/or continue any account or accounts current or otherwise with the Borrower at any branch or branches of the Bank;
 - (b) vary or depart from the terms and conditions governing the Facilities and/or the provisions of this Charge and/or the Loan Agreement and/or the Security Documents and the Borrower hereby expressly consent(s) to any and all such variations and/or departure (howsoever substantial);
 - (c) grant to the Borrower or to any other person or guarantor any time or indulgence;
 - (d) renew any bills, notes or other negotiable securities;
 - (e) deal with exchange, release or modify or abstain from perfecting or enforcing any securities or other guarantees or rights it may now or at any time hereafter or from time to time have from or against the Borrower or any other person;
 - (f) compound with the Borrower or Guarantor(s) (if any) or any other person;
 - (g) vary from time to time the terms and conditions of the Facilities given herein to comply with all relevant rules, decisions and rulings of Bank Negara Malaysia and/or the Association of Banks/Finance companies in Malaysia whether the same be made before or after the creation of this Charge herein;
 - (h) vary the number of and/or the amount of any Instalments to be paid by the Borrower to the Bank

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- 22.8 The Borrower hereby expressly authorises the Bank to disclose any information relating to the Borrower's affairs or account (including the Borrower's credit standing) in respect of this Facilities to such extent as the Bank may at its absolute discretion deem expedient or necessary to: -
- i. the Central Credit Bureau or such other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over the Bank;
 - ii. to its auditors, solicitors and other professional advisors;
 - iii. to any of the other Security Parties; and
 - iv. without prejudice to the generality of the foregoing to any third parties that the Bank may think fit;

AND the Borrower hereby expressly consents to such disclosure and hereby confirms and declares that no further consent from the Borrower is necessary or required in relation thereto.

- 22.9 If at any time during the continuance of this Charge any provision, term, condition, stipulation, covenant or undertaking of this Charge is or becomes illegal, void, invalid, prohibited or unenforceable in any respect, the same shall be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability without invalidating in any manner whatsoever the remaining provisions hereof.
- 22.10 Notwithstanding the fact that the Bank may have accepted moneys from the Borrower after any default by him, the Bank shall not be held to have condoned or acquiesced in such default and may at any time thereafter exercise all or any of the remedies available to it, and any delay on the part of the Bank in taking steps to enforce the remedies conferred on or available to it by this Charge, the Security Documents or statute, shall not be held to prejudice its right of action in respect thereof.
- 22.11 Where any moneys are owing and secured by this Charge, they shall be deemed to be so owing and so secured notwithstanding any legal limitation, incapacity or otherwise of the Borrower or in any illegality, irregularity, unenforceability, invalidity or defect in the provision of the Loan Agreement and/or in respect of the borrowing which might be a defence as between the Borrower and the Bank.
- 22.12 Until all moneys and liabilities due or incurred by the Borrower to the Bank shall have been paid or discharged in full, the Borrower shall not by paying off any sum recoverable hereunder or by any other means or on any other ground claim any set-off or counterclaim against the Bank in respect of any liability from the Bank to the Borrower.
- 22.13 If the Said Land is put up for sale by way of auction pursuant to the provisions herein contained or the provisions of the National Land Code or otherwise, the Bank shall be entitled to bid at such auction and to set off the moneys due by

the Borrower to the Bank pursuant to this Charge against any moneys payable by the Bank as the purchaser at such sale.

- 22.14 Except with the consent of the Bank in writing, the Borrower shall not, so long as this Charge continues in force and remains undischarged, permit any person or party other than the Borrower to be the occupier of the Said Land and in the event of the Said Land being sold at a public auction pursuant to the provisions herein contained or an order of Court or the Land Administrator as the case may be, the Borrower shall whenever requested to do so by the Bank at the Borrower' own costs and expenses deliver vacant possession of the Said Land to the Bank or to such other person(s) as the Bank may direct.
- 22.15 This Charge is in addition to and not in substitution for any other rights or securities which the Bank may have from or against the Borrower or any Guarantor or other person under this Charge (if any) or any Guarantee or other instruments and may be enforced in accordance with the terms hereof without first having recourse to any of such other rights or securities and without taking any steps or proceedings against any Guarantor or other person as aforesaid.
- 22.16 The remedies provided herein are cumulative and are not exclusive of any other remedies provided by law.
- 22.17 Nothing shall be construed as imputing any agency relationship between the Bank and any solicitors and/or valuers appointed and/or employed to prepare any documentation and/or report and/or to undertake and/or oversee any transaction relating to this Charge, in such matters, and the Bank shall not be liable for any acts and/or omissions of such solicitors and/or valuers.
- 22.18 It is hereby agreed and declared that this Charge, the Loan Agreement and the Security Documents are instruments employed in one transaction to secure the (Secured Liabilities/Facilities) and interest thereon within the meaning of Section 4 (3) of the Stamp Act 1949 and for the purpose of the said Section the Loan Agreement is deemed to be the primary or principal instrument and this Charge and the Security Documents are deemed to be the auxiliary or secondary instruments.
- 22.19 All the provisions of the Loan Agreement/Letter of Offer/Principal Agreement shall be deemed to be incorporated into and form part of this document (whether such provisions are repeated herein or not) subject to such alterations or variations where necessary to make the provisions of this document consistent with the provisions of such Loan Agreement/Letter of Offer/Principal Agreement, and in the event of any conflict or discrepancy between the provisions of the said Loan Agreement/Letter of Offer/Principal Agreement and any of the provisions of this document, the provisions of the said Loan Agreement/Letter of Offer/Principal Agreement shall prevail.

23. LAW

This Charge is governed by and shall be construed in accordance with Malaysian law.

IN WITNESS WHEREOF the hands of the abovenamed Borrower and of the Attorney of the abovenamed Bank were hereunto set respectively.

SIGNED by the abovenamed)
BORROWER in the)
presence of:-)

SIGNED by)
as Attorney of the BANK)
in the presence of:-)

AUTHENTICATION CLAUSE

[Solicitors to insert the Authentication Clause (under the Powers of Attorney Act 1949) for the Power of Attorney under Clause 14].

SCHEDULE (Which is to be taken, read and construed as an essential part of this Charge)		
SECTION	MATTER	PARTICULARS
1.	Name, Description And Address Of The Borrower(s)	
2.	Description Of The Said Land	
3.	The date and year of the Sale and Purchase Agreement, construction contract and/or any other agreement giving rights and/or interest to the Said Land	Dated the day of
4.	Date Of The Loan Agreement And/Or Letter Of Offer	Loan Agreement:- Letter of Offer:-
5.	Name, Description And Address Of Branch	