

HOUSING LOAN AGREEMENT / TERM LOAN

Date:

PARTIES

1. The Bank : CIMB Bank Berhad (13491-P) of Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur.
2. The Borrower : The Party(s) whose name(s) and descriptions is/are as specified in Section 1 of Schedule 1 .

WHEREAS

The Bank has pursuant to the Letter of Offer agreed to make available or continue to make available to the Borrower the Housing Loan upon the terms and conditions hereinafter contained.

Part A

SECTION 1

Section 1.1 The Housing Loan

At the Borrower's request, the Bank has agreed to lend the Borrower money to purchase or refinance a residential property upon the terms and conditions contained in the Letter of Offer and in this Agreement. It is a key term of this Agreement that the Borrower will offer the residential property as security to secure the repayment of the Housing Loan and payment by the Borrower of all amounts from time to time outstanding under the Letter of Offer and this Agreement.

Section 1.2 Purpose(s) of the Housing Loan

The Borrower must use the proceeds of the Housing Loan for the purpose (s) as stated in the Letter of Offer.

Section 1.3 Agreement to Borrow and Lend

Subject to the terms and conditions of the Letter of Offer and this Agreement, the Bank has agreed to make available the Housing Loan to the Borrower on the basis of and in full reliance upon the warranties, representations and undertakings contained in Section 15.

SECTION 2

Section 2.1 Definitions

In this Agreement (both Part A and Part B inclusive), the following words have the meaning given to them below.

“Bank”	CIMB Bank Berhad
“Base Rate”	(I) The rate of interest stated by the Bank from time to time as its base rate as determined by the Bank , (II) If the term Base Rate is no longer used, the rate of interest stated by the Bank.
“Borrower”	The person named in this Agreement as borrower of the Housing Loan.
“Banking Day”	A day when banks are open for general banking business in the state where the Bank is located.
“Default Rate”	The default rate of interest applicable to the Housing Loan as stated in the Letter of Offer.
“Event of Default” or “Events of Default”	Any of the events, situations or circumstances set out in Section 8.1 of this Agreement.
“Housing Loan” OR “Facility”	a) The principal amount stated in the Letter of Offer that the Bank has agreed to lend to the Borrower under this Agreement. And b) Where applicable, this shall include other facilities previously lent or hereafter agreed to be lent by the Bank pursuant to Sections 7.2 and 7.3
“Indebtedness”	All money outstanding or payable by the Borrower under the Security Documents in connection with the Housing Loan: (a) whether such money is payable: i) immediately or in the future; ii) upon the happening of any contingency; iii) as principal or surety; or iv) solely or jointly with any other person; and

	<p>(b) including principal, interest, additional interest, charges, commission and other costs; and</p> <p>(c) including where applicable, monies referred to in sections 7.2 and 7.3.</p>
<p>“Insolvency Act”</p>	<p>The Insolvency Act 1967 as originally enacted and as may be amended from time to time including any related ancillary or subsidiary legislation made thereunder</p>
<p>“Interest Period”¹</p>	<p>In the case of interest to be calculated on:</p> <p>(a) a monthly basis, a period of 1 month; or</p> <p>(b) an annual basis, a period of 12 months,</p> <p>(c) if an Event of Default occurs, such other period of any duration as the Bank may determine, but so that:</p> <p>(i) the first Interest Period will commence on the date the Bank first releases the Housing Loan or any part thereof and expire:</p> <p>(aa) in the case of interest calculated on a monthly basis, on the day which is 1 month after that; or</p> <p>(bb) in the case of interest calculated on an annual basis, on the day which is 12 months after that,</p> <p>(ii) an Interest Period may not extend beyond the expiry of the Housing Loan.</p>
<p>“Letter of Offer”</p>	<p>a) The Letter of Offer including any amendments or supplements thereto issued by the Bank and accepted by the Borrower containing the main terms and conditions upon which the Bank has agreed to provide the Housing Loan to the Borrower.</p> <p>b) In the event of conflict or discrepancy between the terms and conditions of the Letter of Offer and this Agreement, the terms and conditions of the Letter of Offer shall prevail; and</p> <p>c) Where applicable, the term “Letter of Offer” shall refer to:-</p> <p>(i) The first letter of offer accepted by the Borrower and set out in [] hereto and/or</p> <p>(ii) Any one of the letter(s) of offer for additional or further facility(ies) and/or</p> <p>(iii) Any letter(s) for the variation, restructuring, conversion, interchange or substitution of the first Housing Loan of Facility or additional or further facility(ies)</p>

“Lock-in Period”	The period stated in the Letter of Offer during which the Bank may impose an early termination fee on the Borrower for repaying any part of, or the entire, Indebtedness pursuant to Section 6.1(c).
“Margin”	The applicable interest rate in the Letter of Offer which is being stated as added to the Base Rate.
“Prescribed Rate”	The rate of interest, being the sum of the Base Rate and the Margin, that is applicable to the Housing Loan or such other rate of interest that the Bank may prescribe at any time.
“Property”	The piece of land or the lease of the land or the parcel/unit of immovable property identified or described in the Letter of Offer together with all buildings and fixtures and on such land or property
“Ringgit Malaysia”; “RM”	The lawful currency of Malaysia.
“Security Documents”	The Letter of Offer, this Agreement and such other security documents that have been or will be executed by the Borrower to secure the repayment of the Housing Loan by the Borrower as well as the payment of other Indebtedness

SECTION 3

Section 3.1 Conditions Precedent to Drawing

The Bank may not release any part of the Housing Loan unless it has satisfactory evidence of the following being fulfilled:

- a) the conditions set out in the Letter of Offer and/or this Agreement, and
- b) the additional conditions precedent set out in Schedule 3 of this Agreement.

Section 3.2 Cancellation of the Housing Loan

If the Borrower does not comply with any condition within the time stated by the Bank, the Bank is entitled to cancel the Housing Loan.

Section 3.3 Waiver of Conditions

The conditions set out in this Section are inserted for the sole benefit of the Bank. The Bank may waive compliance with any of the conditions in this Section without affecting its rights under this Agreement. Such waiver does not prevent the Bank from later demanding the Borrower to comply with any or all of the waived conditions within any period notified by the Bank to the Borrower.

No waiver of any conditions precedent constitutes a waiver of any other conditions precedent except to the extent expressly provided in such waiver.

SECTION 4

Section 4.1 Payment of Interest

- (a) The Borrower must pay (without the requirement of notice from the Bank) interest at the relevant

Prescribed Rate and where applicable, the Default Rate, to the Bank on such amount of the Housing Loan specified in the Letter of Offer up to the date when the Housing Loan is fully repaid to the Bank.

- (b) Unless otherwise notified by the Bank to the Borrower, interest is to be debited to the Borrower's account on the last Banking Day of every month, and on the day when the full Indebtedness for the Housing Loan is finally paid.
- (c) Interest is payable monthly in arrears, or at such other period as the Bank may prescribe.

Section 4.2 Calculation of Interest

- (a) Interest is calculated on the basis of the actual number of days elapsed and based on a 365-day year (366-day year in the case of a leap year).
- (b) Interest for this Housing Loan will be calculated on a daily/monthly/periodic rest basis as indicated in the Letter of Offer, unless otherwise stated or agreed by the Bank, and is payable in the manner stated by the Bank.
- (c) Interest chargeable at the Prescribed Rate is calculated as follows:
 - (i) If interest on the Housing Loan is calculated on a daily rest, the Prescribed Rate is to be calculated on the daily balance of the Indebtedness;
 - (ii) If interest on the Housing Loan is calculated on monthly or other periodic rest, the Prescribed Rate is to be calculated on the amount of the Indebtedness at the end of each relevant Interest Period and will be due and payable on the first day of the next succeeding Interest Period.

Section 4.3 Default Rate

- 4.3 If the Borrower fails to pay any amount payable under the Housing Loan on the due date (including amounts payable following a termination of the Housing Loan), the Borrower must pay the Bank interest at the Default Rate on the entire overdue amount. Interest at the Default Rate is calculated from the due date until the date of actual payment (both before and after court judgment).

Section 4.4 Variation of Interest Rate

- (a) Regardless of any other provisions in this Agreement, the Bank is entitled to vary at any time:
 - (i) the interest rate and the manner of calculation of the interest rate; and
 - (ii) any commission, discount or other banking charges.
- (b) Such variation may be made in respect of the following:
 - (i) Base Rate; or
 - (ii) Subject to Section 4.4(c), the Margin; or
 - (iii) any other reference rate used in any Letter of Offer; or
 - (iv) any other rate of interest specified by the Bank;

or a combination of any one or more of the methods of calculation of interest, including changing the basis on which the Prescribed Rate or the Default Rate is arrived at.
- (c) The amended or new Prescribed Rate or commission, discount or banking charges is payable from the date such amended or new Prescribed Rate, commission, discount or other banking charges take(s) effect. Interest will be re-calculated, if necessary in accordance with the provisions of this Agreement.
- (d) The Bank will give at least 21 calendar days' (or such other time frame as may be prescribed from time to time) prior notice of change of the Prescribed Rate, or the new commission, discount or banking charges to the Borrower but the Borrower's non-receipt of the notice will not affect or invalidate any change. Notice by the Bank may be given:

- (i) in accordance with the "Notice" provisions set out in Section 11 of this Agreement; or
 - (ii) be general advertisement in any form(s) of mass communication; or
 - (iii) by notice in the Bank's website and/or placed at the banking hall of the Bank's branches.
- (e) If the Prescribed Rate payable on the Housing Loan is varied and the Housing Loan is repayable in instalments, the Bank shall :
- (i) vary the amount of such Instalments [subject to section 4.4\(g\)](#); or
 - (ii) vary the number of Instalments [subject to section 4.4\(g\)](#); or
 - (iii) vary both.

subject to the terms of the Letter of Offer or at the Bank's determination.

For any upward or downward adjustment to the Base Rate, the Bank shall revise the amount of the instalments of the Housing Loan as the default option. The Bank shall provide the Borrower with particulars of the revised instalment at least seven (7) calendar days (or such other timeframe as may be prescribed from time to time) prior to the date the revised instalment comes into effect.

Notwithstanding Section 4.4(f) the Bank may, at its discretion, allow a Borrower to retain the instalment upon the Borrower's specific request. This will result in a extension of tenure of the Housing Loan and may include new terms and additional cost of borrowing as shall be disclosed by the Bank to the Borrower.

Section 4.5 Capitalisation of Interest⁸

4.5 Interest (other than interest at the Default Rate) on any amounts secured under the Security Documents (including capitalised interest), is to be capitalised and added to the principal sum then owing on such date as stated in the Letter of Offer or as determined by the Bank. The total sum will then bear interest at the relevant Prescribed Rate. This total sum shall be secured and payable accordingly, whether before or after court judgment or demand for payment has been made on the Borrower.

Section 4.6 Capitalised Interest excluded from Limit or Principal

4.6 For the purpose of ascertaining whether the limit of the principal amount has been exceeded or not, all accumulated and capitalised interest are deemed to be interest and not principal sum.

Section 4.7 Loan Statement

4.7 The Bank will provide a loan statement to the Borrower at least once a year indicating the outstanding balance at the beginning and end of the period covered by the statement, the amount credited and charged, including interest and other non-interest charges, and the dates when those amounts were posted to the account.

SECTION 5

Section 5.1 Repayment

- (a) Regardless of any provision of this Agreement, the Housing Loan is immediately repayable upon demand by the Bank in writing upon the occurrence of an Event of Default.
- (b) Until such a demand is made by the Bank, the Housing Loan is repayable at the dates and in such manner as stated in the Letter of Offer.
- (c) Payments made by the Borrower should first be allocated to clearing any instalments in arrears before any fees and charges.

Section 5.2 Re-drawing or Re-borrowing

5.2 The Bank may at its absolute discretion subject to the terms and conditions set out in Part B of the Schedule or as the case may be, Letter of Offer allows the Borrower to redraw or re-borrow any of the amounts repaid or prepaid. Such amounts redrawn or re-borrowed together with interest thereon at the applicable Prescribed Rate shall be deemed to be and for part of all monies owing and payable by the Borrower and secured by the Security Documents.

SECTION 6

Section 6.1 Prepayment and Early Settlement

(a) If:

- (i) the Borrower wishes to repay any part of the Indebtedness or the Housing Loan before its due date; and
- (ii) such early repayment is permitted under the Letter of Offer,

the Borrower must provide one month's prior notice (or such other period of notice as may be stated in the Letter of Offer) to the Bank.

(b) The Borrower may repay any part of the Indebtedness or the Housing Loan in multiples of the prepayment sum as the Bank may in its absolute discretion accept.

(c) If the Borrower repays any part of, or the entire, Indebtedness or the Housing Loan during the Lock-in Period, the Bank shall charge the Borrower an early termination fee which reflects a reasonable estimate of the costs incurred by the Bank as a result of such early termination. Such costs may include:

- (i) costs that have not been recovered because of a financing contract with discounted rate during the Lock-in Period is terminated early; and
- (ii) initial costs that have not been recovered.

Section 6.2 Application of Prepayment Sum

6.2 All prepayments received by the Bank are to be applied by the Bank in or towards repayment of the Housing Loan in the inverse order of maturity.

Section 6.3 Partial Repayment

6.3 Partial repayments of the Housing Loan do not relieve the Borrower of any of the Borrower's obligations under this Agreement, except to the extent of the total amounts prepaid.

SECTION 7

Section 7.1 Stamp Duties, Registration Fees and Other Costs

(a) The Borrower must on demand pay the Bank:

- (i) all costs and expenses (including legal fees, stamp duties, disbursements and any related penalties) the Bank incurs in connection with the preparation, execution, registration or perfection of the Security Documents;
- (ii) all costs and expenses (including legal fees on a solicitor-client basis, stamp duties, disbursements and any related penalties) the Bank incurs in connection with:
 - (1) the enforcement or the preservation of any rights under the Security Documents; or
 - (2) the Bank's involvement with any legal proceedings to protect, or connected to, the Property or any account(s) of the Borrower.

All such amounts are payable by the Borrower on a full indemnity basis. Such payment must be made together with interest from the date the costs and expenses are incurred to the date of full payment at the Prescribed Rate (both before and after judgment).

- (b) Legal costs and expenses on a full indemnity basis are payable by the Borrower regardless of whether the Housing Loan is cancelled or aborted at any time before completion of legal documentation.

Section 7.2 Upstamping

- 7.2 In the event that the total monies advanced to or due and owing by the Borrower to the Bank shall at any time exceed the principal limit for which ad valorem stamp duty had been paid, this Agreement or the Letter of Offer shall be upstamped with ad valorem duty to cover the excess. The stamp duty including any penalty incurred shall for part of the monies owing or payable by the Borrower and secured by the Security Documents.

Section 7.3. Principal and Secondary Instrument

- 7.3 The Letter of Offer, this Agreement and the Security Documents are employed in one transaction to secure the Indebtedness. Ad valorem stamp duty has been paid from time to time on the original of this Agreement and/or any supplements thereto, and/or the Security Documents within the meaning of Section 4(3) of the Stamp Act, 1949. For the purpose of the said Section 4(3) of the Stamp Act, this Agreement shall be deemed the primary or principal instrument and the Letter of Offer and/or Security Documents are deemed the auxiliary or secondary instruments.

SECTION 8

Section 8.1 Events of Default

- 8.1 The Borrower is deemed to have committed a default under the Security Documents, if the Borrower commits or threatens to commit a breach of any of the covenants, undertakings, stipulations, terms, conditions, or provisions stated under the Security Documents, upon the happening of any one or more of the following events:

- (a) Non-payment

The Borrower fails or defaults in the payment of any sum of money

- (i) on its due date, whether formally demanded or not; or
(ii) (if due on demand) when demanded by virtue of the provisions of the Security Documents; or

- (b) Breach of other Terms and Conditions

The Borrower:

- (i) breaches any term of the Security Documents or in any document delivered under the Housing Loan or the Security Documents; or
(ii) fails to comply with any notice given under any of the Security Documents requiring him to remedy any breach of the terms of such Security Document; or

- (c) Breach of Representation and Warranties

Any representation or warranty made or implied under:

- (iii) Section 15 or any other provision of this Agreement; or
(iv) any notice, certificate, letter or other document delivered under this Agreement,

is incorrect or misleading (as determined by the Bank) in a material detail as of the date on which it was made or deemed to have been made; or

(d) Ability of the Borrower to Perform Terms in Security Documents

Any event(s) has/have occurred, or a situation exists (including changes in the financial condition of the Borrower), which might, in the opinion of the Bank, affect the ability of the Borrower to perform his obligations under the Security Documents; or

(e) Validity of the Security Documents

The validity of any of the Security Documents is challenged by any person; or

(f) Security in Jeopardy

The Bank is of the opinion that any of the security created pursuant to the Security Documents is in jeopardy or the value of the security created pursuant to the Security Documents is insufficient for the Bank's purpose upon valuation or re-valuation; or

(g) Illegality

It is or will become unlawful for the Borrower to perform or comply with any one or more of the obligations of the Borrower under the Security Documents; or

(h) Authorisation and Consents

Any action, condition, consent or thing at any time required to be taken, fulfilled or done for any of the purposes stated in the Letter of Offer and or this Agreement:

- i. Is not taken, fulfilled or done ; or
- ii. Ceases to be in full force and effect without modification; or

(i) Breach of Other Loans

- (i) The Borrower; or
- (ii) Any company deemed by the Bank to be associated to the Borrower by way of effective equity interest and/or management control; or
- (iii) Any company in which the Borrower is deemed by the Bank to hold a controlling interest (whether by way of shareholding, or whether it is by reason that such company is accustomed or is under an obligations to act in accordance with the Borrower's directions, interest or wishes)

commits a default of any provision of any agreement, or security documents, or *both* (as the case may be) relating to other accounts or loan facilities granted by other parties; or

(j) Cross Default

- (i) Any other indebtedness of the Borrower becomes payable or due prematurely, or becomes capable of being declared payable or due prematurely, by reason of a default by the Borrower in its obligations with respect to that indebtedness; or
- (ii) The Borrower fails to make any payment in respect of that Indebtedness on the due date for such payment, or if due on demand when demanded; or
- (iii) Upon the security for any such indebtedness becoming enforceable; or

(k) Legal Proceedings

Any legal proceedings, suit or action of any kind whatsoever (whether criminal or civil) is instituted against the Borrower; or

(l) Enforcement Proceedings

A distress or execution or other process of a court of competent jurisdiction is levied upon or issued

against all or any part of the property of the Borrower and such distress, execution or other process is not discharge by the Borrower within five (5) days from the date of such levy or issue; or

(m) Insolvency

The Borrower

- (i) becomes insolvent or is adjudged a bankrupt; or
- (ii) is unable to pay its debts as they fall due; or
- (iii) stops or suspends, or threatens to stop or suspend, payment of all or a material part of its debts; or
- (iv) begins negotiations or takes any proceeding or other step with a view to readjustment, rescheduling or deferral of all or any part of its indebtedness; or

(n) Bankruptcy

- (i) Any step or action is taken for the bankruptcy of the Borrower; or
- (ii) A petition for bankruptcy is presented against the Borrower; or
- (iii) If such proceeding or action has been taken by or against the Borrower, that step or petition is not discharged or stayed within twenty-one (21) days from the date of the taking of the step or petition; or

(o) Assignment

The Borrower

- (i) makes an assignment for the benefit of its creditors; or
- (ii) enters into any form of arrangement or composition (voluntary or otherwise) for the benefit of its creditors; or
- (iii) allows any judgment against him to remain unsatisfied for a period of fourteen (14) days or more, unless an appeal against the judgment is pending and a stay of execution has been granted; or

(p) Moratorium on payments

The Borrower

- (i) enters into or proposes to enter into; or
- (ii) there is declared by any competent court or authority,

a moratorium on the payment of Indebtedness or other suspensions of payments generally; or

(q) Compulsory acquisition

A notice or proposal for compulsory acquisition of all or any of the assets of the Borrower is issued or made under or by virtue of an Act of Parliament or other statutory provision; or

(r) Death and Insanity

The Borrower dies or becomes insane; or

(s) Material Adverse Change

Any event or series of events (whether within or outside of Malaysia and whether of a national or international nature) including any act of violence, terrorism, hostility or war or endemic or epidemic or other calamity occurs which in the Bank's opinion

- (i) could or might affect the Borrower's ability or willingness to fully comply with all or any of his obligations under any of the Security Documents or make it improbable that the Borrower would be able to do so; or

- (ii) would render it inadvisable or impractical for the Bank to make or continue to make the Facility available or allow any use of the Facility ; or
- (iii) could or might jeopardise the facility or any of its security or the Bank's security position ; or
- (t) Use of Housing Loan not for purposes stated
The Housing Loan is not used for the purposes stated or the Housing Loan is used for illegal or speculative purposes; or
- (u) Borrower's Account re-designate or closed
If the Borrower's account is re-designated or closed by the Bank as a result of
 - (i) any guideline or directive; or
 - (ii) the account having been conducted unsatisfactorily ; or
 - (iii) the account having been suspended due to a court order or at law ; or
 - (iv) an investigation by the Bank giving rise to negative findings including dishonesty, fraud or suspicious activities ; or
- (v) Security Document not perfected
If any of the Security Documents cannot be perfected for any reason whatsoever or if any Security Document which requires to be registered, cannot be registered or is invalid for any reason whatsoever.

SECTION 9

Section 9.1 Rights of Bank on Default

- (a) If any of the events described in Section 8.1 occurs,
 - (i) the Bank is entitled to immediately suspend further utilisation of any or all of the Housing Loan, or to reduce the limit or amount made available under the Housing Loan, without having to make a prior demand; and
 - (ii) the Indebtedness will become and be deemed to be immediately due and payable upon the Bank's demand , regardless of any provision of this Agreement to the contrary
- (b) If any of the events set out in Section 8.1 occurs, the Bank is also entitled to take such action (whether on its own accord or through its agent(s)) as may be appropriate against the Borrower, including:
 - (i) action to recall the Housing Loan or to sue for the recovery of the Indebtedness either before, after or concurrently with the action to enforce any of the Security Documents; and
 - (ii) to apply any credit balance in whatever currency standing to any account of the Borrower with any office or branch of the Bank or any member of the Bank's group of companies, towards satisfaction of the Indebtedness.
- (c) Any part of the Housing Loan not disbursed or utilised before the default may be cancelled by the Bank. Upon such cancellation, any part of the Housing Loan already disbursed or utilised will become due and immediately repayable on demand, regardless of any provision of this Agreement to the contrary.

Section 9.2 Proceeds of Recovery

- 9.2 Subject to statutory priorities (if any), all amounts received by the Bank from any proceeding instituted or step taken under any of the Security Documents are to be applied by the Bank:
 - FIRSTLY in payment or any rents, taxes, assessments, fees, lawful outgoings and other fees due and payable to the relevant authorities by the Borrower in respect of the Property charged

or assigned to the Bank as security for the Housing Loan;

- SECONDLY in the enforcement of any of the Security Documents or in the performance of any duties or the exercise of any powers vested in the Bank, in payment of any costs, charges, expenses and liabilities incurred by the Bank and every person appointed by the Bank under the Security Documents;
- THIRDLY in or towards payment to the Bank of all interest then accrued and remaining unpaid in respect of the Housing Loan;
- FOURTHLY in or towards payment to the Bank of the principal sum due and remaining unpaid under the Housing Loan;
- FIFTHLY in or towards payment to the Bank of all other moneys due and remaining unpaid under any or all of the Security Documents;
- SIXTHLY in or towards payment to the Bank of all other moneys due and remaining unpaid;
- SEVENTHLY any surplus will be paid to persons entitled to such surplus;

PROVIDED ALWAYS THAT the Bank may alter the above order of payment or keep such amounts in a non interest bearing suspense account. Such alteration in the order of payment, or payment into a suspense account, will not affect 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.

Section 9.3 Deficiency in Proceeds of Sale

The parties agree that, regardless of any other provision contained in this Agreement to the contrary:

- (a) if the actual amount ultimately received by the Bank under the terms of the Security Documents and/or on a sale of the assets or properties charged and/or assigned to the Bank under the Security documents, after deduction of all fees (including but not limited to the Bank's solicitors fees on a solicitor and client basis), costs, rates, taxes and other outgoings on the assets or properties charged and/or assigned to the Bank under the Security documents, is less than the amount due to the Bank under the Letter of Offer and this Agreement, the Borrower will be liable for the amount of such shortfall;
- (b) paragraph (a) applies whether or not the Bank is the purchaser of all the assets or properties charged and/or assigned to the Bank under the Security Documents at such sale;
- (c) until payment is made for the amount of the shortfall, the Borrower will (regardless of any foreclosure proceedings taken or sale made by the Bank) also pay interest (both before demand as well as after judgment and irrespective of whether or not the banker or customer relationship exists or has been terminated) on the shortfall at the Prescribed Rate and if applicable, the Default Rate, up to the date such shortfall together with all accrued interests is actually received in full by the Bank; and
- (d) any interest payable under this Section 9.3 is to be calculated and charged in accordance with Section 4.

SECTION 10

Section 10.1 Agreement to maintain Mortgage Insurance Policy

- 10.1 If the Borrower is required to take up, or in the event that the Bank takes up on the Borrower's behalf, and maintains a mortgage reducing term policy, or any other policy, guaranteeing the repayment of the Indebtedness, the Borrower expressly agrees with the Bank to:
- a) cause the interest of the Bank as loss payee to be endorsed on the insurance policy so taken up;

- b) pay the premium on such policies; and
- c) deliver the receipts for such payments to the Bank.

Section 10.2 Agreement to maintain insurance on the Property

- (i) The Borrower expressly agrees with the Bank that whenever required the Bank, the Borrower will:
 - a) ensure that the Property is adequately insured up to their full insurable value, against loss or damage by fire, lightning, tempest, flood, riot, civil commotion, malicious acts and strike and such other risks as the Bank may require, with a reputable insurance company approved by the Bank;
 - b) ensure that the interest of the Bank as chargee or assignee and loss payee is endorsed on the insurance policy or policies so taken up; and
 - c) deposit with the Bank a certified true copy of the policy or policies so taken up together with evidence of payment of the current premium payable under such policy or policies.
- (ii) The Borrower also expressly agrees that the Bank may but is not obliged to insure and keep the Property insured in accordance with Section 10.2(i)(a). In the event the Bank proceeds to do so, the Borrower shall be required to pay the insurance premium on demand by the Bank. If the Borrower fails to pay the insurance premium, the Bank shall proceed to make the payment on behalf of the Borrower and such payment shall be added to the Indebtedness or the Housing Loan.

Section 10.3 Agreement to inform Bank change of address

10.3 The Borrower expressly agrees with the Bank to inform the Bank immediately of any change in the correspondence address of the Borrower.

SECTION 11

11.1 Notices by Bank

Notices may be given or made by post, facsimile, personal delivery or such other mode as may be practicable and allowed by the Bank. Notices issued by or on behalf of the Bank (including computer generated notices/statements that do not require any signature) will be directed to the Borrower at the Borrower's address, facsimile number or electronic mail address as stated in the Letter of Offer or the last known address, facsimile number or electronic mail address notified by the Borrower.

11.2 Deemed Delivery

The Notices are deemed delivered to the Borrower:

- (i) in the case of post, two (2) days after the date of posting, regardless of whether the Notices are returned undelivered or unclaimed;
- (ii) in the case of facsimile, on the day of transmission;
- (iii) in the case of electronic mail, on the day of transmission provided that the Bank has not received a failed or undeliverable message from the host provider of the recipient within the day of transmission; and
- (iv) in the case of personal delivery, at the time of delivery.

Part B

Not in derogation of the foregoing the additional terms and conditions agreed to be adhered to by the Borrower are as stated below:

SECTION 12

12.1 CrossDefault

The below mentioned shall be regarded and included as an event of default stated in Section 8.1: If any sum shall be due to the Bank and or any third party from:

- (i) any guarantors and or security parties who have guaranteed or given security in support of the grant of the Housing Loan and or
- (ii) the Borrower where the indebtedness of the Borrower had been incurred to the Bank under this Agreement and or in the Borrower's capacity as a guarantor or security provider in respect of loans granted by the Bank to other parties (collectively " the Obligor's")

SECTION 13

13.1 Lien and Set Off

- (a) The Bank shall have a lien on all assets (movable and immovable) of the Borrower whether in the possession of the Bank , its affiliates, branch or head office , and the Bank shall have the right to withhold, combine, consolidate, debit, transfer and/or set off from any accounts of the Borrower and or any of the Obligor's with the Bank wheresoever situate (whether current, deposit, loan or any other nature whether in Ringgit or in any other currency) any available balance or any sum standing to the credit of any one or more of such accounts for the purpose of effecting repayment of the Indebtedness or any other indebtedness of the Borrower and or Obligor's howsoever incurred to the Bank at any time and from time to time ('other indebtedness of the Borrower and or the Obligor's').
- (b) Until the Indebtedness and or other indebtedness of the Borrower and or the Obligor's have been paid, the Borrower shall not be entitled to claim set off or counter claim against the Bank in respect of any liability from the Bank to the Borrower.
- (c) The Bank is entitled to set off any monies received from the sale of the Property to discharge the Indebtedness and or other indebtedness of the Borrower and or the Obligor's.

SECTION 14

14.1 Security

- (a) The Borrower shall provide, or shall ensure that the party(s) as specified in Section 3 of Schedule 1 ('Security Party') provides security as stated in the Letter of Offer which is or are to be provided by the Borrower and or the Security Party as security for repayment of the indebtedness and other present or future indebtedness owing by the Borrower the Bank ('Security Interest') and a power of attorney appointing the Bank or any other person authorised by the Bank, as attorney of the Borrower and or Security Party and in the Borrower's and or the Security Party's name and on their behalf , to deal with the Property, by executing the standard form(s) prescribed by the Bank.
- (b) The Bank shall have the right to request for a substitution of the Security Interest or additional security, and the Borrower shall comply with such request by executing all the standard form(s) prescribed by the Bank and all costs would be borne by the Borrower.

- (c) The Security Interest created in favour of the Bank shall be a continuing security for the Indebtedness and other present or future indebtedness owing by the Borrower to the Bank.
- (d) The Security Party shall not, during the existence of this Agreement, without the prior written consent of the Bank, create or permit any form of mortgage, charge, debenture, pledge, lien, or other security interest, or permit to exist any caveat or prohibitory order in respect of the Property.

SECTION 15

15.1 Representation And Warranties

The Borrower represents and warrants to the Bank that:

- (i) The Borrower has full power to enter and perform the Borrower's obligations under this Agreement.
- (ii) The acceptance of the Housing Loan shall not constitute an event of default under any of the Borrower's agreements with a third party or contravene any law or regulation or order to which the Borrower is a party.
- (iii) There is no legal proceedings and or bankruptcy or winding up or insolvency proceedings threatened or pending against the Borrower and or any Security Party or the Borrower and or any Security Party is not an undischarged bankrupt or wound up or insolvent or the Borrower and or any Security Party has not violated any court order or judgment or the Borrower and or any Security Party has not entered into or proposed to enter into any voluntary arrangement with their respective creditor(s) or there is no receiver and or manager appointed to take over the Borrower's and or any Security Party's assets and or business or there is no application made or pending by any person for an order for the Borrower and or any Security Party to be placed under judicial management and for the appointment of a judicial manager or there is no form of arrangement or composition (voluntary or otherwise) entered or proposed to be entered into by the Borrower and or any Security Party with their respective creditor(s).
- (iv) All information furnished to the Bank are true and do not omit any facts which would affect the Bank's decision to grant the Housing Loan.
- (v) There is no violation or breach of any declaration by the Borrower in relation to Financial Services Act 2013 as originally enacted and as may be amended from time to time including any related ancillary or subsidiary legislation made thereunder and or any directives or guidelines of Bank Negara Malaysia governing or affecting the grant of the Housing Loan.
- (vi) The Borrower and or the Security Party is/are or shall be the beneficial owner(s) of the Property.
- (vii) That as at the date of this Agreement, there is no encumbrance on the Property except those described in the security Interest.

Each of the above representations and warranties shall be continuing during the duration of this Agreement.

SECTION 16

16.1 Disbursement

- (a) The Borrower authorises the Bank to pay any amount in such manner and upon such terms and conditions as the Bank deems fit, to any financial institution, firm of solicitors, developer, vendor, builder, contractor, architect or such other person responsible for or concerned with the sale of the Property or the construction of the Property, at such times, in such manner, in such amounts, and upon such contingencies and conditions as the Bank may in its absolute discretion decide, and/or by progressive releases or otherwise in accordance with the schedule of payments or such variation as the Bank may deem fit. An acknowledgement from the recipient shall be deemed as if the same had been made or given by the Borrower personally.
- (b) The Borrower shall not request the Bank to defer or stop disbursement of any amounts under the Housing Loan if the Bank has already given an undertaking to any third parties to disburse the

Housing Loan.

- (c) The Borrower authorises the Bank to withhold the disbursement of the Housing Loan if the developer or vendor fails to honour its obligation to any financial institution or if in the Bank's opinion the developer or vendor or contractor or the Security Party is/are in breach of any sale and purchase agreement or any construction contract or Security Interest.
- (d) The Bank is not obliged either in law or in equity to make or continue to make any disbursement if an event of default had occurred or is about to occur and if capable of being remedied is not remedied within seven (7) days after written notice by the Bank to the Borrower.

SECTION 17

17.1 Duration of the Housing Loan

The duration of the Housing Loan is as specified in the Letter of Offer, Provided That if there is no full disbursement of the Housing Loan within 36 months from the date of the Letter of Offer, the duration shall be 36 months from the date of the Letter of Offer. The Bank can extend the duration by written notice to the Borrower.

SECTION 18

18.1 Drawdown Expiry Date

No disbursement shall be made after drawdown expiry date. Unless stated otherwise in the provisions contained in the Letter of Offer including but not limited to provisions relating to availability or availability period of the Housing Loan, the drawdown expiry date shall be the day after full disbursement under this Agreement has been made, PROVIDED THAT if there is no full disbursement within 36 months from the date of the Letter of Offer, the drawdown expiry date shall be 36 months from the date of the Letter of Offer, or any extended date as agreed by the Bank by written notice.

SECTION 19

19.1 Section 8(2) of the Insolvency Act

The Borrower and the Security Party agree to pay the Prescribed Rate and or the Default Rate in the event that the Bank does not realise its Security Interest within twelve (12) months from the date of the bankruptcy order adjudicating the Borrower to be a bankrupt.

SECTION 20

20.1 Redemptions

If so stated in the Letter of offer, the Borrower shall pay a redemption fee at the rate stated in the Letter of offer if the Housing Loan is fully discharged, terminated or redeemed by either party, within the period stated in the Letter of offer.

SECTION 21

21.1 Payments

- (a) All payments under this Agreement shall be made on or before the monthly and final repayment date as specified in the Letter of Offer, or such other repayment dates as the Bank may in its discretion stipulate from time to time. This Clause does not apply for prepayment made under SECTION 6 above.
- (b) Any prepayments made may be applied towards the Borrower's repayment obligation in inverse order of maturity.
- (c) All payments to be made shall be in Malaysian Ringgit and in immediately available funds.

- (d) All payments shall be made without set-off, counter claim and any deduction whatsoever.
- (e) The Bank may debit the Housing Loan account, as an advance to the Borrower, to effect payments of all quit rent, assessment, premium, fee, commission, legal costs (both party and party and solicitor and client costs), valuation and/or any other charges due and payable under this Agreement. Any advance made under this Section shall be repaid within fourteen (14) days of a notice given by the Bank. Interest at the Prescribed Rate shall be charged on all advances.

SECTION 22

22.1 Liability

Notwithstanding anything to the contrary, in no event will the measure of damages payable by the Bank to the Borrower for any loss or damage incurred by the Borrower include, nor will the Bank be liable for, any amounts for loss of income or profit or savings, or any indirect, incidental, consequential, exemplary, punitive or special damages of the Borrower, even if the Bank had been advised of the possibility of such loss or damages in advance, and all such loss and damages are expressly disclaimed.

SECTION 23

23.1 Review

This Agreement is subject to periodic review at the discretion of the Bank and the terms and/or conditions as varied by the Bank from time to time.

SECTION 24

24.1 Conclusive Evidence

Any statement by an officer of the Bank as to the amount due and owing as communicated to the Borrower shall be final and conclusive proof of the Indebtedness and other present and future indebtedness due and owing by the Borrower to the Bank except for manifest error or where fraud is proven.

SECTION 25

25.1 Disclosure

The Borrower consents to the disclosure by the Bank of any information relating to this Agreement, the Security Interest, and/or the Borrower's affairs or accounts:

- (a) to the Bank's auditors, legal counsel and other professional advisors;
- (b) to any person who provides the Security Interest and/or is a party to any agreements which may constitute or form the basis of such Security Interest;
- (c) to the Central Credit Bureau, Biro Maklumat Cek or other relevant authorities to whom such Bureau or authorities the Bank is required to make such disclosure and/or to any authorities having jurisdiction over the Bank;
- (d) to companies which are or which in future may be a subsidiary, related and/or associate company of the Bank and or Bank's holding company and or the Bank's ultimate holding company ;
- (e) pursuant to any law or subpoena or order of the court; and/or

SECTION 26

- 26.1 to anyone the Bank deems fit if on a need to know basis.
- 26.2 Modification and Indulgence

The Bank may at any time without affecting the Security Interest: -

- (a) vary the terms and/or conditions of this Agreement.
- (b) vary or increase the Housing Loan.
- (c) grant to the Borrower or Security Party any indulgence.

SECTION 27

27.1 Transfer Benefit

The Bank may at any time with or without the consent or concurrence of the Borrower and/or the Security Party transfer this Agreement and the Security Interest to any person. All costs relating to the transfer shall be borne by the Borrower.

SECTION 28

28.1 Severability

If at any time any provision hereof is or becomes invalid, illegal, or unenforceable in any respect, such provision shall be ineffective to the extent necessary without affecting or impairing the validity, legality, and/or enforceability of the remaining provisions hereof

SECTION 29

29.1 Time

Time shall be the essence of this Agreement.

SECTION 30

30.1 Successors' Bound

This Agreement and the Security Interest shall be binding upon and enure to the benefit of the Bank and the Borrower and their respective estate, heirs, personal representatives, assigns and/or successors-in-title and any other persons for the time being deriving title under them except that the Borrower may not assign his or her rights or obligations herein.

SECTION 31

31.1 Governing Law

This Agreement shall be governed by the laws of Malaysia.

SECTION 32

32.1 Interpretation

In the event of any conflict in the interpretation of the provisions contained in this Agreement, the Schedules and the Letter of Offer ('these documents') and any translation thereof in any language, the English version of these documents shall prevail. Notwithstanding the aforementioned where request is made by the Borrower for the Bahasa Malaysia version of these documents the Bank shall provide the same and sign this Agreement and the Letter of Offer with the Borrower in Bahasa Malaysia which shall then form the basis of the contract between the parties herein.

SECTION 33

33.1 Letter of Offer

This Agreement, the Schedules and the Letter of Offer shall supersede all oral negotiations and prior correspondence in respect of the Housing Loan. The Schedules and the Letter of Offer shall form part of this Agreement. In the event of any inconsistencies between this Agreement and the Letter of Offer, the Letter of Offer shall prevail.

SECTION 34

34.1 PRIVACY CLAUSE

- (a) The Borrower hereby confirms that the Borrower has read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at www.cimb.com.my or www.cimbislamic.com) and the clauses herein, as may relate to the processing of the Customer's personal information. For the avoidance of doubt, the Borrower agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.
- (b) In the event the Borrower provides personal and financial information relating to third parties, including information relating to the Borrower's next-of-kin and dependents (where the Borrower is an individual) or information relating to the Borrower's directors, shareholders, officers, individual guarantors and security providers (where the Borrower is a corporation), for the purpose of opening or operating the Borrower's account(s)/facility(ies) with the Bank or otherwise subscribing to the Bank's products and services, the Borrower (a) confirms that the Borrower has obtained their consent or is otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with this agreement; (b) agree to ensure that the personal and financial information of the said third parties is accurate; (c) agree to update the Bank in writing in the event of any material change to the said personal and financial information; and (d) agree to the Bank's right to terminate this agreement should such consent be withdrawn by any of the said third parties.
- (c) Where the Borrower instructs the Bank to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank and/or the Bank's agents to enter into any cross-border transaction on behalf of the Borrower, the Borrower agrees to the above said disclosures on behalf of the Borrower and others involved in the said cross-border transaction.
- (d) The Bank may use a credit reporting/reference agency to help make decisions, for example when the Bank needs to (a) check details on applications for credit and credit-related or other facilities; (b) manage credit and credit-related accounts or facilities, including conducting reviews of the Borrower's portfolio(s); and/or recover debts. The Borrower will be linked by credit reporting/reference agencies to any other names the Borrower uses or has used, and any joint and several applicants. The Bank may also share information about the Borrower and how the Borrower manages the Borrower's account(s)/facility(ies) with relevant credit reporting/reference agencies.
- (e) Even after the Borrower has provided the Bank with any information, the Borrower will have the option to withdraw the consent given earlier. In such instances, the Bank will have the right to not provide or discontinue the provision of any product, service, account(s) and/or facility(ies) that is/are linked with such information.
- (f) The Bank reserves the right to amend this clause from time to time at the Bank's sole discretion and shall provide prior notification to the Borrower in writing and place any such amendments on the Bank's websites and/or by placing notices at the banking halls or at prominent locations within the Bank's branches.
- (g) For the purposes of this Clause, the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in Section 7 of the Companies Act 2016 and jointly controlled companies

that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence operating outside Malaysia, and the use of the words "the Bank" and "the Bank's" are to be read as references to the CIMB Group.

- (h) This clause shall be without prejudice to any other clause in this Agreement which provides for the disclosure of information.

IN WITNESS WHEREOF the parties hereto have set their hands and seal hereunto.

Signed for and on)
behalf of)
CIMB BANK BERHAD)
(13491-P))
by its Attorney in the)
presence of:-)

()
(I.C. No.)

Signed by the Borrower)
in the presence of)

()
No.)

Part C

SCHEDULE 1

(which is to be taken, read and construed as an essential part of this Agreement)

Section	Item	Description
1	Name(s) and address(es) of the Borrower	
2	Description of the Property	The particulars of the Property shall be as stated in the Charge/Deed of Assignment (<i>to delete whichever is inapplicable</i>) dated _____ between the Bank and the Security Party, subject to the Bank's right to vary and/or amend the particulars of the Property and/or the Charge/Deed of Assignment (<i>to delete whichever is inapplicable</i>) at the Bank's absolute discretion.
3	Name(s) and Description(s) of the person providing the Security	

SCHEDULE 2

(to enclose a copy of the stamped Letter of Offer duly accepted in this Schedule)

SPECIAL CONDITIONS FORMING PART OF THIS AGREEMENT

(To state any special conditions, e.g. if the legal fees, etc are to be paid by the Bank, any special prepayment conditions, any other benefits such as credit card facility, and/or any other conditions in the Letter of Offer which are not stated in this Agreement. To state "Not Applicable" if inapplicable)

SCHEDULE 3

CONDITIONS PRECEDENT

- a) This Agreement and the Security Interest shall have been duly executed, stamped, and registered with such registries as the Bank may deem necessary or expedient, and copies thereof duly delivered to the Bank. Provided that the Bank may at its absolute discretion disburse the Loan or any part thereof prior to or upon presentation of the Security Interest at the relevant registries for registration;
- b) A search having been made at the relevant land registry/land office confirming that the Property is free from all encumbrances and no acquisition notices have been lodged and/or registered or issued against the Property and the lodgement of a private caveat on the master title of the Property;
- c) The Bank is satisfied that the execution, delivery and performance of this Agreement and the Security Interest have been duly authorised and approved by all necessary parties and that the same do not contravene any law, rules or regulations or any contractual or other restrictions binding upon the Customer or the Security Party (if any);
- d) The receipt by the Bank of any undertakings, consents, approvals, and/or confirmations required by the Bank to the Bank's satisfaction;
- e) If applicable, the Bank shall have received the letter of disclaimer/undertaking from the bridging financier/existing chargee to exclude the Property from foreclosure proceedings, such letter of disclaimer/undertaking to be in form and content acceptable to the Bank;
- f) Where the Loan is to be disbursed by progressive releases, the receipt by the Bank of the relevant architect certificates;
- g) The Borrower shall have delivered or caused to deliver to the Bank the current receipts of quit rent, assessments, rates, dues and other outgoings thereto as the Bank may require;
- h) Where required by the Bank, a valuation of the Property and/or verification of the address of the Property by a valuer acceptable to the Bank at the cost and expense of the Borrower;
- i) Receipt by the Bank of a duly executed and stamped copy/original of the Sale and Purchase Agreement and/or original Proclamation of Sale together with duly executed and stamped Memorandum of Contract, as the Bank may require, and/or all other documents pertaining to the Property as the Bank may require;
- j) Where the Borrower or any of the Security Parties is/are a corporation, receipt by the Bank of certified true copies of the Constitution Memorandum and Articles of Association for purposes of the Companies Act, 1965), the latest Return of Allotment of Shares Form (Forms 24 for purposes of the Companies Act, 1965), Notice of Situation of Registered Office and of Office Hours and Particulars of Changes (Form 44 for purposes of the Companies Act, 1965) or Notification for Change in the Registered Address, Return Giving Particulars Notification of Change in the Register of Directors, Managers and Secretaries and Changes of Particulars (Form 49 for purposes of the Companies Act, 1965) or Notification of Change in the Register of Directors, Managers and Secretaries, and the board of directors' resolution authorising the borrowing of the Loan, the execution of this Agreement and/or the Security Interest, of the Borrower and/or the Security Party, as the case may be;

- k) Receipt by the Bank of all insurance policies required by the Bank to be taken out, which insurance policies shall be in form and content acceptable to the Bank, and from insurers acceptable to the Bank;
- l) The difference between the purchase price under the Sale and Purchase Agreement and the Housing Loan has been fully settled;
- m) Completion of all legal documentation to the satisfaction of the Bank;
- n) A search having been made at the Director General of Insolvency 's Office or Registry of Companies and a satisfactory report having been obtained on the Borrower and the Security Party confirming that that there are no bankruptcy or winding up or insolvency proceedings pending against the Borrower and/or the Security Party and that no petition or order for bankruptcy or winding up or insolvency has been received by the Borrower and/or the Security Party, or if the Bank so decides, in lieu thereof the Bank may in its absolute discretion accept a statutory declaration by the Borrower and/or the Security Party declaring the same;
- o) The Borrower shall have complied with and satisfied to the Bank's satisfaction all operational requirements relating to the operation of the Housing Loan as may be stipulated by the Bank from time to time;
- p) Receipt by the Bank of Solicitor's written confirmation that the documentation is in order, all conditions precedent have been fulfilled, and that it is in order for the Bank to disburse the Housing Loan; and
- q) If any, the following additional conditions precedent hereto shall have been satisfied and fulfilled:-

[To insert any other conditions precedent in the Letter of Offer]

Pending fulfillment of any of the above conditions in a manner satisfactory to the Bank, the Bank may at its absolute discretion terminate or suspend the Loan or disbursement of any part thereof.