

DATED THIS

DAY OF

201

**FACILITY AGREEMENT**

**BETWEEN**

**AmBank (M) Berhad (8515-D)**

**AND**

**THIS FACILITY AGREEMENT** is made the date stated in Section 1 of Schedule 1 hereto

BETWEEN

- **AmBank (M) Berhad** (8515-D) a company incorporated in Malaysia with its registered office at 22<sup>nd</sup> Floor, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur (*'the Bank'*).

AND

- The person(s) whose name and particulars are stated in Section 2 of the First Schedule hereto (*'the Borrower'*).

## **PART A**

### **SECTION 1**

#### **Section 1.1 The Facility**

- 1.1 At the Borrower's request, the Bank has agreed to lend the Borrower money to purchase 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 Facility 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 Facility**

- 1.2 The Borrower must use the proceeds of the Facility for the purposes of purchasing the Property and defraying any renovation costs incurred in relation to the Property and paying all insurance premiums on insurance policies which the Borrower may be required to take up and maintain in respect of the Property and paying any legal fees, costs and expenses incurred by the Borrower in relation to the Facility.

#### **Section 1.3 Agreement to Borrow and Lend**

- 1.3 Subject to the terms and conditions of the Letter of Offer and this Agreement, the Bank has agreed to make available the Facility to the Borrower on the basis of and in full reliance upon the warranties, representations and undertakings contained in Section 12.

### **SECTION 2**

#### **Section 2.1 Definitions**

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

*AmBank Standard Housing Loan Agreement  
(for RM500,000 and below) (1<sup>st</sup> Party)  
(SHL/012018/V4)*

“this Agreement”	This Facility Agreement
“AmBank Group”	All the related companies and associate companies of the Bank and its holding company.
“Assignment”	The Deed of Assignment to be executed by the Borrower in relation to the assignment of the Property and all rights, interest and/or benefits of the Vendor Agreement in the form as required by the Bank.
“BNM”	Bank Negara Malaysia, its subsidiaries, agencies and bureaus established by it.
“Base Lending Rate”	<p>i) The rate of interest stated by the Bank from time to time as its base lending rate, or</p> <p>ii) If the term Base Lending Rate is not applicable to the Facility, the rate of interest stated by the Bank in the Letter of Offer to be applied for the purposes of this Agreement.</p>
“Banking Day”	A day when banks are open for general banking business in the state where the Bank is located.
“Charge”	The charge over the Property under the National Land Code 1965 / Sarawak Land Code / Sabah Land Ordinance (whichever is applicable) in the form as required by the Bank, to be executed by the Borrower in favour of the Bank as security for the Indebtedness.
“Default Rate”	The default rate of interest applicable to the Facility 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.
“Facility”	<p>a) The principal amount as stated in the Letter of Offer, that the Bank has agreed to lend to the Borrower under this Agreement; and</p> <p>b) Where applicable, this shall include other facilities previously lent or hereafter agreed to be lent by the Bank pursuant to Clauses 7.2 and 7.3.</p>
“GST”	means any tax payable on the supply of goods, services or other things in accordance with the provisions of the GST Law.
“GST Law”	means the Goods and Services Tax Act 2014, subsidiary legislations, statutory orders and regulations governing the application of GST, as amended from time to time.

<p>“Indebtedness”</p> <p>“Indebtedness”</p>	<p>All money outstanding or payable by the Borrower under the Security Documents in connection with the Facility:</p> <p>(a) whether such money is payable:</p> <ul style="list-style-type: none"> <li>i) immediately or in the future;</li> <li>ii) upon the happening of any contingency;</li> <li>iii) as principal or as surety; or</li> <li>iv) solely or jointly with any other person;</li> </ul> <p>(b) including principal, interest, additional interest, charges, commission and other costs; and</p> <p>(c) including where applicable, monies referred to in Clauses 7.2 and 7.3.</p>
<p>“Interest Rate”</p>	<p>the prescribed interest rate as stated in the Letter of Offer.</p>
<p>“Interest Period”</p>	<p>In the case of interest to be calculated on:</p> <ul style="list-style-type: none"> <li>(a) a monthly basis, a period of 1 month; or</li> <li>(b) an annual basis, a period of 12 months, or</li> <li>(c) if an Event of Default occurs, such other period of any duration as the Bank may determine, but so that: <ul style="list-style-type: none"> <li>(i) the first Interest Period will commence on the date the Bank first releases the Facility or any part thereof and expire: <ul style="list-style-type: none"> <li>(aa) in the case of interest calculated on a monthly basis, on the day which is 1 month after that; or</li> <li>(bb) in the case of interest calculated on an annual basis, on the day which is 12 months after that,</li> </ul> </li> <li>(ii) an Interest Period may not extend beyond the expiry of the Facility.</li> </ul> </li> </ul>
<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 Facility 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 to the extent of the inconsistency; and</p>

	<p>c) Where applicable, the term “Letter of Offer” shall refer to :-</p> <ul style="list-style-type: none"> <li>(i) the first letter of offer accepted by the Borrower and set out in Part C hereto and/or;</li> <li>(ii) any one of the letter(s) of offer for additional or further facility(ies) and/or</li> <li>(iii) any letter(s) for the variation, restructuring, conversion, interchange or substitution of the first Facility or additional or further facility(ies).</li> </ul>
“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”	As stated in the Letter of offer.
“Prescribed Rate”	The rate of interest, being the sum of the Base Lending Rate and the Margin, that is applicable to the Facility 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 as identified or described in the Vendor Agreement 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, the Assignment / the Charge (as applicable) and such other security documents that have been or will be executed by the Borrower to secure the repayment of the Facility by the Borrower as well as the payment of other Indebtedness.
“Vendor”	Wherein applicable, any one / more of the following parties: <ul style="list-style-type: none"> <li>(a) the developer who develops the Property;</li> <li>(b) the proprietor who owns the Property;</li> <li>(c) the seller who sells the Property to the Borrower;</li> <li>(d) the contractor who constructs / renovates the Property;</li> <li>(e) the financier which had granted facilities to the Borrower.</li> </ul>
“Vendor Agreement”	wherein applicable, any one of the following agreement executed by the Borrower for the Property, such as: <ul style="list-style-type: none"> <li>(a) the sale and purchase agreement with the developer and/or proprietor / seller for the purchase of the Property;</li> <li>(b) the construction / renovation agreement with the contractor for the construction / renovation of the Property;</li> </ul>

	(c) the existing facility / loan agreement with a financier where the Property is placed as security for facilities granted to the Borrower.
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## **2.2 Interpretation and Construction**

- (a) Reference to the masculine gender include the feminine and neuter genders and vice versa and references to the singular number include the plural and vice versa.
- (b) Where two or more persons or parties included / comprised in any expression and undertakings expressed to be made to such persons / parties the same shall be enforceable by or against them jointly and severally.
- (c) All words and expressions as defined in the relevant Letter of Offer shall the same meanings when used / referred to in this Agreement, except where it is otherwise defined in this Agreement.
- (d) Any term relating to banking and financial services or housing industry not specifically defined herein shall be construed in accordance with the general business practice and trade of banking and financial industry in Malaysia.
- (e) Reference to 'law' shall include without limitation: legislations / statutes in Malaysia, state enactments, subsidiary legislations, by-laws, guidelines, rules and regulations issued thereunder and any re-enactment of such legislation / state enactments.
- (f) The Schedules shall form an integral part of this Agreement and shall be taken and construed as an essential part thereof.
- (g) Any references to 'this Agreement' shall include all amendments additions / supplementary agreements made from time to time between the Bank and the Borrower.
- (h) The headings to the Section of this Agreement are inserted for purpose of convenience only and shall not be taken into consideration in the interpretation / construction thereof of this Agreement.

## **SECTION 3**

### **Section 3.1 Conditions Precedent to Drawing**

3.1 The Bank is entitled not to release any part of the Facility unless it has satisfactory evidence of the conditions set out in the Letter of Offer and/or this Agreement has been fulfilled.

### **Section 3.2 Cancellation of the Facility**

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

*AmBank Standard Housing Loan Agreement  
(for RM500,000 and below) (1<sup>st</sup> Party)  
(SHL/012018/V4)*

### **Section 3.3 Waiver of Conditions**

3.3 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 Facility specified in the Letter of Offer up to the date when the Facility 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 Facility 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 the Facility 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 Facility 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 Facility 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.

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### **Section 4.3 Default Rate**

4.3 If the Borrower fails to pay any amount payable under the Facility on the due date (including amounts payable following a termination of the Facility), 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 Lending Rate; or
- (ii) 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 Banking Days' 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 Facility is varied and the Facility is repayable in instalments, the Bank may:

- (i) vary the amount of such Instalments; or
- (ii) vary the number of Instalments; or
- (iii) vary both.



#### **Section 4.5 Capitalisation of Interest**

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 Facility 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 Facility 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 allocation is made for 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 allow 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 Prescribe Rate shall be deemed to be and form part of all the monies owing or 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 Facility 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 Facility 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 Facility during the Lock-in Period, the Bank is entitled to 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 Facility in the inverse order of maturity.

### **Section 6.3 Partial Repayment**

- 6.3 Partial repayments of the Facility 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 Facility 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 form 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 instruments employed in one transaction to secure the Indebtedness. Ad valorem stamp duty had been paid from time to time on the original of this Agreement and/or any supplements thereto, and/or the Letter of Offer 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 Facility 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:

- (i) Section 12 or any other provision of this Agreement; or
- (ii) 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 Section 3.1 (here refer to representation on authorisation and consents):

- (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:

- (i) against the Borrower or in respect of the Property by any third party; or
- (ii) by the Borrower against the Bank; 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 and such distress, execution or other process is not discharged 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 an arrangement for composition 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 including corporate voluntary arrangement, judicial management, scheme of compromise or arrangement; 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

(ii) could or might jeopardize the Facility or any of its security or the Bank's security position; or

(t) Use of Facility not for purposes stated

The Facility is not used for the purposes stated or the Facility is used for illegal or speculative purposes; or

(u) Borrower's Account re-designated 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

(iii) 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 Facility, or to reduce the limit or amount made available under the Facility, without having to make a prior demand; and

- (ii) the Indebtedness will become and be deemed to be immediately due and payable, 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 Facility 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 Facility not disbursed or utilised before the default may be cancelled by the Bank. Upon such cancellation, any part of the Facility 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 Facility;
- 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 Facility;
- FOURTHLY in or towards payment to the Bank of the principal sum due and remaining unpaid under the Facility;
- 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**

9.3 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 may take 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**

- 10.2 (i) The Borrower expressly agrees with the Bank that whenever required by 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 Facility.

### **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**

### **12.0 Representation, Warranties, Undertakings and Covenants by the Borrower**

12.1 The Borrower acknowledges that the Bank has granted the Facility in full reliance of the following representation, warranties and undertakings made by the Borrower:

- (a) all information and documents provided to the Bank for the application of the Facility are true, accurate, untampered and not forged.
- (b) that the Facility will be used by the Borrower for the purpose as stated in the Letter of Offer and in accordance with all applicable laws;
- (c) there has been no material adverse change in the financial conditions of the Borrower since the date of the audited financial statement furnished to the Bank;
- (d) the Borrower has fully disclosed in writing to the Bank all facts relating to the Borrower, the Security Documents which the Borrower knows should reasonably known and which are material for disclosure to the Bank for the granting of the Facility;

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(for RM500,000 and below) (1<sup>st</sup> Party)  
(SHL/012018/V4)*

- (e) there is no breach of any law which materially and adversely affects / would affect the value of the Property;
- (f) no third party has any interest, title, claim / benefit on the Property / any part thereof;
- (g) the Borrower has entered into any agreement / arrangement (whether oral / written) whereby the Borrower has agreed to convey, transfer, assign, charge / create any security interest over the Property;
- (h) that all quit rent, assessment and other outgoings in respect of the Property have been paid and shall be fully paid;
- (i) where the Property is being developed, the Borrower had ascertained from the Vendor that all requisite approvals in respect of the development have been obtained and such approvals are still subsisting at the commencement and throughout the duration development of the Property;
- (j) where the individual document of title / strata title to the Property have yet to be issued, the Vendor Agreement for the purchase of the Property evidencing the Borrower's interest to the Property are valid and subsisting;
- (k) the Borrower is not aware of any event which may cause the Vendor Agreement to be terminated;
- (l) the Borrower is not in breach of any agreement, covenant / stipulation on its part to be performed in the Sale and Purchase Agreement;
- (m) the Borrower will not use the Facility for any money laundering / terrorism financing / fraudulent / criminal activities / for criminal intent and purposes;
- (n) that all repayments for the Facility to be made by the Borrower shall originate from lawful sources and activities and not from any illegal / unlawful activities (including any criminal activities) / fraudulent transactions, provided further that the Bank shall be entitled to require the Borrower to furnish any documentary evidence / information to validate the same.

12.2 Borrower hereby covenants and agrees that so long as Indebtedness remains owing to the Bank, the Borrower shall NOT, without the prior consent of the Bank:

- (a) create, incur, assume, guarantee / permit to exist any Indebtedness except for the Facility and unsecured debts incurred in the ordinary course of business of the Borrower;
- (b) make any prepayment of any other loans / debts, if there are any moneys outstanding under the Facility which is overdue and remains unpaid;

12.3 The aforesaid representations, warranties, undertakings and covenants shall form the basis of the Bank's offer to make available the Facility to the Borrower. If any such representations, warranties, undertakings and covenants made shall at any time hereafter be found to be untrue / incorrect / breached, the Bank shall have the right at its absolute discretion to suspend the availability / disbursement of / review / recall / terminate the Facility.

12.4 In addition to the condition precedent to drawdown as stated in the Letter of Offer, all representations, warranties, undertakings and covenants stated in Section 12.0 hereof shall be complied with by the Borrower at the time the Facility is disbursed.

### **13.0 Drawdown of the Facility & Payment to Vendor**

13.1 The Borrower hereby irrevocably authorises the Bank to disburse the whole / part of the Facility:

- (a) in accordance with the terms / schedule of payment set out in the Sale and Purchase Agreement;
- (b) in accordance with the terms of any letter of undertaking issued by the Bank to the Vendor;
- (c) for any purpose for which the Facility is approved by the Bank for utilisation by the Borrower.

13.2 Such authorised payments by the Bank shall constitute utilisation by the Borrower of the Facility and the Borrower hereby acknowledges that it is indebted to the Bank to the extent of such authorised payment.

13.3 The Bank shall be entitled to put aside such part of the Facility to meet the payment pending the actual disbursement / release of such payment.

13.4 The Bank shall at all times be entitled to make any payment under the undertaking issued to the Vendor whether or not any Event of Default has occurred or whether the Bank has exercised any rights or remedies available to the Bank upon the occurrence of an Event of Default.

13.5 The Bank shall be entitled to make the payment to the Vendor without further investigation / enquiry and need not concern itself with any issues / claims by the Borrower with the Vendor under the Vendor Agreement. Accordingly, the Borrower's obligations under this Agreement shall not be affected / impaired by the fact that the Bank was / might have been justified in refusing payment to the Vendor. The Borrower's liability under this Agreement shall subsist even though the Vendor Agreement is terminated by the Borrower or the Vendor.

13.6 In the event the Property is under construction and the Bank is required to release the Facility progressively to the Vendor, the Borrower shall pay to the Bank interest at Interest Rate on the amount disbursed progressively to the Vendor.

13.7 In the event that the Facility / any part thereof shall for whatever reason be unutilised after the expiry of the availability period for the Facility, the Bank may at its sole discretion withdraw the Facility. In such an event, the Borrower shall reimburse all costs, fees and expenses (including legal fees) incurred by the Bank.

### **14.0 Security**

14.1 Charge: Where a separate document of title to the Property is issued, the Borrower shall execute in favour of and deliver to the Bank the Charge upon the terms and conditions contained therein. All costs and expenses related to the perfection of the Charge shall be borne by the Borrower.

## 14.2 Assignment

- (a) Where a separate document of title to the Property has not been issued, the Borrower shall absolutely assign to the Bank the Property and the full and entire benefit of the Vendor Agreement, together with all rights, title and interests therein, in the format required by the Bank.
- (b) The Borrower shall also execute a power of attorney in the format required by the Bank, appointing the Bank / any persons authorised by the Bank for the time being as the attorney of the Borrower.
- (c) Upon issuance of an individual/strata title to the Property, the Borrower shall at its own cost and expense, immediately execute a memorandum of transfer and execute the Charge over the Property, failing which the Bank shall be entitled to take necessary action, including exercising the rights granted to it under the Power of Attorney executed by the Borrower, to protect the Bank's interest.
- (d) All costs and expenses related to the perfection of Charge shall be borne by the Borrower.
- (e) In the event the Charge is not executed / perfected for any reasons, the Assignment shall remain in force until the Charge is duly registered against the Property / the Indebtedness due to the Bank hereunder are paid in full whichever happens first.

14.3 Other Security: The Borrower shall execute and deliver any other Security Documents as stated in the Letter of Offer to secure the repayment and payment to the Bank of the Indebtedness.

14.4 Further Security : If required by the Bank at any time, the Borrower shall provide further security for the Facility and execute such further security documents for the further security at the costs of the Borrower.

14.5 In the event the value of the Property or any other security provided diminishes in value, the Bank shall be entitled at its discretion to require the Borrower to provide additional security.

## 15.0 **Modification and Indulgence**

15.1 The Bank may, at any time without affecting the security provided to the Bank under this Agreement:

- (a) determine, vary, modify, restructure, reduce / increase the Facility;
- (b) grant to the Borrower and if the Borrower consists of more than one person, to either of the Borrower;
- (c) grant to the Security Party / other surety any indulgences;
- (d) deal with, exchange, release, modify / abstain from perfecting / enforcing any securities / other guarantees / rights it may now or from time to time have from / against the Borrower.

## **16.0 Amendment to this Agreement**

- 16.1 For the purposes of compliance to any new legislation applicable to the Bank / changes in law / any new guidelines issued by BNM, the Bank shall be entitled to amend any of the terms and conditions of this Agreement through:
- (a) display of the amended terms and conditions in the Bank's branches;
  - (b) uploading the amended terms and conditions in the Bank's website.
- 16.2 Borrower agrees that the Bank may provide notice of the amendment of the terms and conditions of this Agreement through any one / more of the following means:
- (a) notice in the notice board / any conspicuous section of the Bank's branches;
  - (b) notice in the display screen of the Bank's electronic terminals;
  - (c) notice in the Bank's website;
  - (d) notice in the periodic statement of account sent to the Borrower;
  - (e) notice in writing in the Bank's preferred format to the Borrower's address as per the Bank's records;
  - (f) notice by any other means as the Bank deems fit in its sole and absolute discretion.
- 16.3 Subject to this Agreement, if the Borrower is not agreeable to the amended terms and conditions of this Agreement, the Borrower shall notify the Bank in writing of the same and redeem the Facility by paying the Indebtedness and all sums dues to the Bank in full.
- 16.4 In the event the Borrower continues to maintain the Facility 21 days after the notice of any amendment to the terms and conditions of this Agreement by the Bank, the Borrower shall be deemed to have accepted the amendments to the terms and conditions of this Agreement.
- 16.5 Any specific features of a particular type of Facility may be amended / varied / revised by the Bank. Such amended / varied / revised features shall become effective on the date of implementation of the amended / varied / revised features as may be made available in promotional brochures for the said Facility / as notified by the Bank and the Bank shall be entitled to end such specific features at its discretion.

## **17.0 Disclosure of Information**

- 17.1 The Borrower provides consent to the Bank to disclose, at the Bank's discretion, all/any information and documents relating to this Agreement, Borrower's conduct and affairs in respect of the Facility to :-
- (a) the next of kin / administrator / executor / beneficiary of a deceased Borrower/solicitors acting for them in intending to apply for a court order / who had applied for a court order in respect of a deceased Borrower's estate;
  - (b) BNM / other relevant authorities acting under powers granted under any applicable law;
  - (c) insurers, brokers, loss adjusters pursuant to any claims to be made by the Bank under such insurance policy in respect of the Facility / Property;

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- (d) the purposes of any legal suit / proceedings filed against the Bank by any third party in relation to this Agreement / Facility;
- (e) the purpose of any legal suit / proceedings filed by the Bank against any third party for the recovery of its losses under this Agreement / Facility;
- (f) the police / other investigative authorities, for the purposes of their investigation into any crime (including any money laundering and terrorism financing activities) whether by the Borrower / otherwise;
- (g) the police / other investigative authorities for the purposes of lodging of relevant reports by the Bank and investigation thereof, if the Bank is of the view that a crime has been committed / to prevent / recover any losses incurred by the Bank /for prevention of crime;
- (h) any party who intend to acquire the Property through auction / sale / any party who intend to acquire the Bank's interests, assets and obligations under this Agreement;
- (i) any party which in the future may express intention to acquire any interest / shareholding in the Bank / pursuant to any proposed arrangement, composition, merger, acquisition / restructuring between the Bank and such parties;
- (j) external professional advisors of the Bank and AmBank Group.

17.2 In the event any legal proceedings is initiated by the Bank against the Borrower under this Agreement for the recovery of Indebtedness, the Borrower provides consent to the Bank to disclose the details, information related to the Borrower and the cause papers related to the said legal proceedings to any credit reporting agency in Malaysia.

## **18.0 Right of Set-Off and Consolidation**

18.1 In the event the Borrower defaults in the payment of any part of the Indebtedness, the Bank shall be entitled to freeze the available balance in the Borrower's deposit account with the Bank / AmBank Group that is equivalent to part of the Indebtedness that is due and provide a notice to the Borrower to make good the defaulted payment under this Agreement.

18.2 In the event the Borrower fails to make good the Indebtedness within the notice period, the Bank shall be entitled to set off absolutely such part of the available balance in the Borrower's deposit account with the total sum due to the Bank under this Agreement.

18.3 For the avoidance of doubt, the Bank's right of set-off herein can be exercised by the Bank:

- (a) even on a deposit account held jointly by the Borrower with another person;
- (b) even in the event of Borrower's demise, bankruptcy / insolvency, composition with its creditors / any legal proceedings against the Borrower.

18.4 The Bank may also consolidate this Facility with other loan/facility accounts of the Borrower with the Bank, at the Bank's discretion towards the satisfaction of all monies payable to the Bank under all such loan/facility accounts, with prior notice to the Borrower.



## **19.0 Dispute Resolution**

- 19.1 All complaints from the Borrower against the Bank in respect of this Agreement shall be addressed in writing to: P.O.BOX 12617 GPO Kuala Lumpur, 50784 Kuala Lumpur / Fax Number: 03-21713171 / E-mail Address: [customercare@ambankgroup.com](mailto:customercare@ambankgroup.com).
- 19.2 In the event any complaint by the Borrower is unresolved by the Bank or the Borrower is unsatisfied with the Bank's decision in respect of the complaint, the Borrower may refer the matter to BNM's complaint resolution arm BNMLINK at Walk-in Customer Service Centre, Ground Floor, D Block, Jalan Dato' Onn, 50480 Kuala Lumpur, Tel: BNMTELELINK at 1-300-88-5465 E-mail: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)
- 19.3 This Agreement shall be governed by and construed in accordance with the laws of Malaysia and in enforcing this Agreement, the Bank shall be at liberty to initiate and take action / proceeding against the Borrower in any courts in any part of Malaysia as the Bank may deem fit.
- 19.4 All originating cause papers for any legal proceedings initiated by the Bank against the Borrower under this Agreement shall be served by personal delivery / ordinary post to the Borrower's address available in the Bank's records.
- 19.5 All originating cause papers for any legal proceedings initiated by the Borrower against the Bank under this Agreement shall be served by personal delivery / A.R registered post to the registered address of the Bank, which for the time being is 22<sup>nd</sup> Floor, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur. Borrower agrees not to serve such originating cause papers to the Bank's branches. Such service shall not be deemed to be valid service on the Bank. The Borrower agrees to unconditionally submit to the jurisdiction of the courts in the Federal Territory of Kuala Lumpur, Malaysia, in respect of all legal proceedings filed by the Borrower against the Bank.

## **20.0 Indemnity & Restrictions on Liability**

- 20.1 The Borrower shall keep the Bank fully indemnified on a full indemnity basis against all losses, damages, fees, costs, claims, charges, proceedings, taxes, duties, and expenses (including legal costs) which the Bank may incur and which have arisen either directly / indirectly under the following circumstances:
- (a) any breach of / non-adherence of this Agreement any applicable law by the Borrower;
  - (b) when the Bank complies with this Agreement / applicable law / banking industry practice;
  - (c) negligent acts / omissions of the Borrower; and
  - (d) enforcement by the Bank of its rights under this Agreement.
- 20.2 The indemnity stated in Clause 21.1 shall continue notwithstanding any termination of this Agreement.

- 20.3 The Bank shall not be liable to the Borrower in the following circumstances:
- (a) any breach of / non-adherence of this Agreement / any applicable law by the Borrower;
  - (b) negligent acts / omissions of the Borrower;
  - (c) any forgery / fraudulent actions by the Borrower / its servants, employees, agents, officers, authorised signatories, partners / directors (as applicable);
  - (d) when the Bank adheres to the directives / instructions from BNM / other regulatory bodies, authorities, government, court / tribunal / other judicial authority; and
  - (e) when any force majeure event occurs.
- 20.4 Subject always to any applicable law and provided further negligence and/ breach of duty is proven against the Bank, the Borrower agrees that the Bank's liability under this Agreement for the Bank's negligence / breach of duty, shall be limited to direct losses incurred by the Borrower.
- 20.5 Provided as permitted by law and further in consideration of the utilisation and enjoyment of the Facility by the Borrower, the Borrower agrees that the Bank shall not be liable for any type of indirect / consequential damages caused to the Borrower by the Bank's negligence / breach of duty.
- 21.0 **General Terms**
- 21.1 Time wherever stated in this Agreement shall be of the essence of the contract.
- 21.2 The Borrower hereby authorises the Bank to value the Property annually / at such interval as the Bank shall in its absolute discretion decide by any valuer of the Bank's choice at the Borrower sole cost and expense. In the event such valuation reveals that the forced sale value of the Property is lower than the amount owing under this Agreement, the Bank shall be entitled to request the Borrower to within fourteen (14) days from the date of a notice from the Bank to provide additional security for the Facility.
- 21.3 All costs charges and expenses incurred / extended by the Bank under this Agreement / the Security Documents, express / implied shall be payable by the Borrower to the Bank on demand and shall bear interest thereon at the Default Interest Rate if not paid within its due date.
- 21.4 This Agreement shall be binding upon the Borrower and its successor in title and shall be enforceable by and enure to the benefit of the Bank and its successors in title and assigns.
- 21.5 No failure / delay by the Bank in exercising any rights, entitlement, authority / power granted to the Bank herein shall operate as a waiver thereof.
- 21.6 Any terms / conditions / stipulations / provisions / covenants / undertakings / representations contained in this Agreement which is held to be illegal, prohibited / unenforceable by any tribunal/court of competent jurisdiction shall be ineffective to the extent of such illegality, voidness, prohibition / unenforceability, without invalidating the remaining provisions hereof.
- 21.7 The Bank may assign and/or transfer its rights and obligations under this Agreement / any part thereof, in its sole discretion deem fit, to a potential assignee / transferee. The Borrower cannot assign any of its rights under this Agreement.

- 21.8 In any legal proceedings relating to this Agreement, a letter of demand, notice, statement, reminder or certificate that is:
- (a) signed by an officer or solicitor or other agents appointed by the Bank; or
  - (b) in the form of a computer generated document from the Bank which requires no signature;
- shall be conclusive and binding on the Borrower as conclusive evidence of the Indebtedness in a court or tribunal, save for any manifest error.
- 21.9 In the event the Borrower request for an additional facility from the Bank, the Borrower shall obtain relevant consent from the Security Party for the additional facility. In such event, the Bank shall have the right to upstamp the Facility Agreement.
- 21.10 Unless expressly stated otherwise in this Agreement, the parties agree that fees and other monies payable from the provision of any supply made by the Bank under this Agreement and the Security Documents are exclusive of GST as may be applicable under the provision of the GST Law and such GST shall be borne by the Borrower.
- 21.11 The Borrower agrees that the Bank shall have the right at any time without prior notice to debit the Borrower's deposit account / Facility account with the Bank for any charges, fees and outgoings, If such debiting causes the Borrower' deposit account / Facility account to be overdrawn, then additional interest at the Default Interest Rate shall be payable accordingly.

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**FIRST SCHEDULE**

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

<b>SECTION</b>	<b>MATTER</b>	<b>PARTICULARS</b>
<b>1.</b>	<b>Date of this Agreement</b>	
<b>II.</b>	<b>Borrower NRIC No.  Address</b>	

## **PART C**

### **SECOND SCHEDULE**

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

#### **LETTER OF OFFER**

**-As per attached-**

IN WITNESS WHEREOF the Borrower and the Authorised Officer/Attorney for the Bank have executed this Agreement the day and year first abovewritten.

SIGNED by  
[Authorised Officer/Attorney]

for and on behalf of  
**AmBank (M) Berhad**  
(Company No. 8515-D)  
in the presence of :-

}

\_\_\_\_\_  
Authorised Officer/Attorney  
Name:  
NRIC No./Passport No.:

***(where Borrower is an individual)***

Signed by the  
Borrower  
In the presence of:-

)  
)  
)

.....

***(where Borrower is a company)***

SIGNED by  
[Director]

for and on behalf of  
[COMPANY]  
(Company No. [            ])  
in the presence of :-

}

\_\_\_\_\_  
Director  
Name:  
NRIC No./Passport No.:

AND/OR

SIGNED by  
[Director/Authorised Officer]

for and on behalf of  
[COMPANY]  
(Company No. [                    ])  
in the presence of :-

}

---

Director/Authorised Officer  
Name:  
NRIC No./Passport No.:

OR

SIGNED by  
[COMPANY]  
(Company No. [                    ])  
under its common seal duly affixed  
in accordance with its [Constitution]  
in the presence of:-

}

---

Director  
Name:  
NRIC No./ Passport No.:

---

Director/Secretary  
Name:  
NRIC No./ Passport No.:

OR

SIGNED for and on behalf of  
[COMPANY]  
(Company No. [                    ])  
by [Director/Authorised Officer]  
  
in the presence of :-

}

---

Director/Authorised Officer  
Name:  
NRIC No./Passport No.:

*AmBank Standard Housing Loan Agreement  
(for RM500,000 and below) (1<sup>st</sup> Party)  
(SHL/012018/V4)*

