

DATED THIS

BETWEEN

[NAME OF CUSTOMER]

AND



AMBANK ISLAMIC BERHAD (COMPANY NO. 295576-U)
(Formerly known as AmIslamic Bank Berhad)

PROPERTY PURCHASE AGREEMENT

Prepared by:

PROPERTY PURCHASE AGREEMENT

AN AGREEMENT made the day and year stated in Section 1 of the First Schedule hereto.

BETWEEN:-

The party whose name and description are stated in Section 2 of the First Schedule hereto (hereinafter referred to as "the Customer") of the one part;

AND

AmBank Islamic Berhad (Company No. 295576-U) (Formerly known as AmIslamic Bank Berhad), a company incorporated in Malaysia and an Islamic Bank licensed under the Islamic Financial Services Act 2013, having its registered office at 22nd Floor, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur and having a place of business as stated in Section 3 of the First Schedule hereto (hereinafter referred to as "the Bank") of the other part.

RECITALS

WHEREAS:-

- I. The Customer is the *registered/beneficial owner of the property together with the building constructed or to be constructed thereon and more particularly described in Section 4 of the First Schedule hereto (hereinafter referred to as "the Property") pursuant to a sale and purchase agreement made on the day and year stated in Section 5 of the First Schedule hereto (hereinafter referred to as "the Sale and Purchase Agreement") entered into between the developer/vendor whose name(s) and particulars are set out in the Sale and Purchase Agreement (hereinafter referred to as "the Vendor") of the first part and where applicable, the proprietor whose name and particulars are set out in the Sale and Purchase Agreement (hereinafter referred to as "the Proprietor") of the second part and the Customer, evidencing the Customer's rights and or ownership-in the Property.
- II. The issue document of title/strata title as the case may be, to the Property *has/has not been issued by the appropriate authority.
- III. The total purchase price of the Property is as set out in the Sale and Purchase Agreement (hereinafter referred to as "Sale and Purchase Price").
- IV. The Customer has applied to the Bank for a financing facility as more particularly described in the Letter of Offer (as herein defined) and the Bank has approved the said application in favour of the Customer.
- V. The Parties hereby confirm, acknowledge and agree that the transactions envisaged herein conform to the Shariah Principle.

NOW IT IS HEREBY AGREED as follows:-

ARTICLE 1

DEFINITIONS AND INTERPRETATION

SECTION 1.01 DEFINITIONS

In this Agreement unless the context otherwise requires or unless it is otherwise expressly provided the following expressions shall have the meaning respectively assigned to them under this Agreement:-

- “Acts”** means the National Land Code (Act 56 of 1965) of Peninsular Malaysia, Sarawak Land Code (Cap. 81) and Sabah Land Ordinance (Cap. 68), the Land (Subsidiary Title) Enactment 1972, the Strata Titles Act 1985 and the Strata Titles Ordinance 1995 and includes any statutory amendment or re-enactment thereof.
- “AmBank Group”** shall mean all the related corporations and associate corporations of:
(i) the Bank; and
(ii) its holding company
(iii) its ultimate holding company,
incorporated inside or outside Malaysia, whether existing now or in the future.
- “BNM”** means Bank Negara Malaysia and includes any of its subsidiaries and bureaus established by it.
- “Address for Service”**
- (a) the Bank:
The Address as stated in Section 3 of the First Schedule hereto.
- (b) the Customer:
The Address as stated in Section 2 of the First Schedule hereto.
- “Business Day”** means a day (excluding Saturdays, Sundays and Public Holidays) on which the Bank is open for business.
- “Facility”** means the financing facility as more particularly described in the Letter of Offer, granted by the Bank to the Customer.
- “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.
“Letter of Offer”	means the Letter of Offer made on the day and year stated in Section 7 of the First Schedule hereto issued by the Bank and accepted by the Customer and includes any other correspondence or documents which may thereafter be issued by the Bank for the variation of or addition to any terms and conditions applicable to the Facility.
“Purchase Price”	means the total amount of the Facility as described in Section 6 of the First Schedule hereto.
“Property”	means the Property as described in Section 4 of the First Schedule hereto and includes any part thereof.
“Ringgit Malaysia” and the abbreviation of “RM”	means the lawful currency of Malaysia.
“Shariah Committee”	means the committee established by the Bank for the purposes of advising the Bank on all Shariah related matters pertaining to Islamic banking.
“Shariah Principle”	means the Islamic principles of banking and finance as adopted and approved by the Shariah Advisory Council and the Shariah Committee.
“Shariah Advisory Council”	means the body established under section 51 of the Central Bank of Malaysia Act 2009.
“this Agreement”	means this Property Purchase Agreement.

SECTION 1.02 INTERPRETATIONS

- (a) Unless the context otherwise requires any reference in this Agreement relating to:-
- (i) “encumbrances” shall include any lease, mortgage, charge (whether fixed or floating), pledge, lien hypothecation, assignment, security interest, title retention or other encumbrances of any kind securing or any right conferring priority and payment in respect of any obligation of any person but does not include liens arising in the ordinary course of business by operation of law and not by way of contract; and
 - (ii) “law” includes common law or custom and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure in any jurisdiction or any present or future directive, regulation, request or requirement (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the general practice).

- (b) References to words importing the singular include the plural and *vice-versa*; words importing a gender include every gender.
- (c) References to Sections and Schedules shall unless otherwise expressly provided be references to the Sections of and Schedules to this Agreement.
- (d) Headings and the table of contents are for ease of reference only.
- (e) Where an act is required within a specified number of days after or from a specified date, the period is inclusive of and begins to run from the date so specified.
- (f) Any references to statutes and the rules made thereunder include all amendments which may be enacted from time to time.
- (g) Where the Customer is a company, the provisions contained herein which are primarily and literally applicable to the case of natural persons shall be construed and take effect as if the Customer were a natural person, and shall bind all of the Customer's assigns and successors-in-title. Accordingly any references herein relating to bankruptcy shall thereafter be references relating to winding-up, liquidation, amalgamation or reconstruction, as the case may be of the Customer.
- (h) The term "Party" refers to either one of the party to this Agreement and the term "Parties" shall refer collectively to both parties to this Agreement.
- (i) The words "herein" and "hereunder" and words of similar import, when used in this Agreement, shall where the context requires or allows, refer to this Agreement as a whole and not to any particular provision of this Agreement;
- (j) No rule of construction shall apply to the disadvantage of a Party because that Party was responsible for the preparation of this Agreement or any part of this Agreement.
- (k) Unless otherwise specified, any term which had been defined in any of the Section in this Agreement shall have the same meaning when used elsewhere in this Agreement.

ARTICLE II

PROPERTY

SECTION 2.01 PURCHASE OF THE PROPERTY

The Customer hereby sells and the Bank hereby purchases the Property from the Customer, free from all encumbrances but subject to those conditions of title express or implied and the restrictions in interest, if any, affecting the Property at the Purchase Price upon terms and conditions contained in this Agreement.

ARTICLE III

PURCHASE PRICE

SECTION 3.01 PAYMENT OF THE PURCHASE PRICE

- (1) The Customer hereby irrevocably authorises the Bank to disburse the whole / part of the Purchase Price:
 - (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) if the Property financed is encumbered to any financial institutions, to pay redemption sum in full to the financial institutions;
 - (d) for any purpose for which the Facility is approved by the Bank for utilisation by the Customer.
- (2) Such authorised payments by the Bank shall be deemed to be effective payment thereof to or for the benefit of the Customer.

ARTICLE IV

CONDITION PRECEDENT

SECTION 4.01 CONDITIONS PRECEDENT TO DISBURSEMENT OF PURCHASE PRICE

- (1) Notwithstanding any other provisions contained herein the Purchase Price shall be disbursed by the Bank only upon fulfilments to the satisfaction of the Bank of the following conditions precedent (hereinafter referred to as "the Conditions Precedent"):-
 - (a) the Letter of Offer for the Facility shall have been duly executed by the Customer
 - (b) all stamp duties, registration fees, solicitors' costs and all other sums whatsoever payable by the Customer in respect of any document creating security have been duly paid;
 - (c) a Private Caveat or Lien-Holder Caveat shall have been duly lodged over the Property, where necessary;
 - (d) the Bank shall have received from the Vendor and/or the Proprietor or the Customer or such other party or parties all requisite and necessary undertakings, instruments, consents, confirmations and all other necessary documents;

- (e) the Customer, the Vendor and/or Proprietor and all other relevant party or parties shall have fulfilled, in manner satisfactory to the Bank, all other conditions precedent to the payment of the Facility by the Bank as set out in the Bank's Letter of Offer to the Customer;
- (f) the Bank shall have received documentary evidence in form and substance satisfactory to it that the difference between the amount of the Purchase Price under this Agreement and the Sale and Purchase Price has been duly paid by the Customer to the Vendor;
- (g) no event or events have occurred which could or might materially or adversely affect the financial condition or otherwise of the Customer or the ability of the Customer to observe and perform its obligations under this Agreement;
- (h) the Bank is satisfied that the Facility is needed immediately by the Customer for the purposes of acquiring the Property from the Vendor and/or the Proprietor;
- (i) no extraordinary circumstances or change of law or other governmental action shall have occurred and which occurrence makes it improbable (in the absolute opinion of the Bank) that the Customer will be able to observe and perform the covenants and obligations or its part under this Agreement;
- (j) no adverse change, howsoever brought about, has taken place in the financial condition of the Customer and which, in the sole and absolute opinion of the Bank, may materially affect the Customer's ability to fulfil the obligations under this Agreement then or in the future;
- (k) the Bank's solicitor would have confirmed that a search conducted on the Property reveals that the Property is free from encumbrances and, where applicable, there are no restrictions in interest affecting the Property;
- (l) the Customer shall have furnished to the Bank a valuation report by an independent valuer on the Bank's panel of valuers confirming the forced value of the Property, which shall be acceptable to the Bank (if applicable);
- (m) the Bank shall have received from its solicitors the result of the bankruptcy search on the Customer from the Official Assignee confirming that the Customer has not been adjudged bankrupt and there is no bankruptcy or analogous proceedings commenced or threatened against the Customer or in the absence of the same, a Statutory Declaration by the Customer confirming the same;
- (n) the Bank shall have received from the Vendor and/or the Proprietor the letter of undertaking in the format acceptable by the Bank:-
 - (i) to deliver to the Bank the issue document of title/strata title to the Property free from all encumbrances when the same is issued together with a valid registrable and stamped transfer in favour of the Customer;
 - (ii) not to encumber or further encumber the Master Title on which the Property is erected without the consent in writing of the Bank;

- (iii) to refund the Purchase Price or any sum of moneys released in relation to this Agreement in the event:-
 - (aa) the transfer of the Property in favour of the Customer cannot be registered for any reason whatsoever; and/or
 - (bb) the Property is not completed or suspended; and/or
 - (cc) the Certificate of Completion and Compliance is not issued.
- (iv) to produce the relevant letter of consent from the appropriate authority for the transfer of the Property to the Customer and charge over the Property in favour of the Bank (where applicable), upon issuance of the issue document of title/strata title to the Property;
- (o) the Bank shall have received certified true copies of the specimen signatories to this Agreement and all other documents notices and certificates required to be given by the Customer pursuant to this Agreement;
- (p) the Bank shall have received such further certificates and opinions as it may reasonably requires as to all or any of the matters which are subject of this Section;
- (q) all other terms and special conditions set out in the Letter of Offer shall have been fulfilled by the Customer and or any other relevant party or parties, to the satisfaction of the Bank;
- (r) the Bank shall have received from the bridging financier (if any) letter of disclaimer to exclude the Property from any foreclosure proceedings upon receipt of the specified redemption sum;
- (s) where the Property is subject to an existing assignment or charge as the case may be, the Bank shall have received the redemption statement from the existing bank of the Property together with the undertaking to refund the redemption sum to the Bank in the event that the receipt and reassignment or discharge of charge as the case may be cannot be perfected for any reason whatsoever and the undertaking to forward to the Bank or the Bank's solicitors:-
 - (i) in the event the issue document of title/strata title to the Property has been issued, the original issue document of title/strata title as the case may be together with the duly executed Form 16N and the duplicate charge; and
 - (ii) in the event the issue document of title/strata title to the Property has not been issued, the original Sale and Purchase Agreement and the original related agreements, or in such other format as may be acceptable to the Bank at the Bank's absolute discretion.
- (u) other terms and conditions as may be imposed by the Bank shall have been fulfilled to the absolute satisfaction of the Bank.

- (2) Pending the fulfilments in the manner satisfactory to the Bank of the conditions precedent and such other conditions as the Bank may impose, or unless otherwise waived by the Bank, the Bank may at its absolute discretion terminate the Facility or suspend the payment of the Facility or any part or parts thereof.

SECTION 4.02 WAIVER OF CONDITIONS PRECEDENT

It is hereby expressly acknowledged and declared that the conditions precedent are inserted for the sole benefit of the Bank and may thereafter be waived wholly or in part by the Bank at the sole and absolute discretion of the Bank without prejudicing the rights of the Bank under any document and such waiver shall not prejudice the rights of the Bank from insisting on the Customer's compliance with any such waived conditions precedent at any subsequent time.

ARTICLE V

OWNERSHIP OF PROPERTY

SECTION 5.01 PASSING OF BENEFICIAL OWNERSHIP AND/OR RIGHTS

Beneficial ownership in and/or rights to the Property shall pass to the Bank upon execution of this Agreement.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

SECTION 6.01 REPRESENTATIONS AND WARRANTIES

The Customer hereby represents and warrants to and undertakes with the Bank as follows: -

- (a) that the Customer has the power or capacity to execute, deliver and perform the terms of this Agreement and has taken all corporate or other action required to ensure the execution delivery and performance of this Agreement;
- (b) that this Agreement constitute the legal valid and binding obligations of the Customer;
- (c) that the execution, delivery and performance of this Agreement by the Customer thereto do not and will not violate or contravene the provisions of:-
 - (i) any law, or regulation, or any order, or decree of any governmental authority, agency or court to which the Customer is subject;
 - (ii) any contract of whatever nature, or other undertaking, or instrument, to which he is a party or which are binding, upon him or any of his assets and will not result in the creation, imposition of or any obligation to create, or impose, any mortgage, lien, pledge or charge on any of his assets pursuant to the provisions of any such contract, or other undertaking, or instrument;

- (d) that all consents, or licences, or approvals or authorisations, or orders and exemptions of any Ministry, agency, department or authority in Malaysia which are required or advisable to be obtained in connection with the execution, delivery, performance, legality or enforceability of this Agreement or any of them have been obtained and are in full force and effect and no further consent, licence, approval, authorisation, order or exemption is required therefore;
- (e) that the Customer is not in default under any agreement to which the Customer is a party or by which the Customer may be bound and no litigation, arbitration, or administrative proceedings are presently current, or pending, or threatened and which default, litigation, arbitration or administrative proceedings (as the case may be) might materially affect the Customer's solvency or might affect the Customer's ability to perform the Customer's obligation under this Agreement;
- (f) that the granting of the Facility is not a related party transaction as defined under Section 57 of the Islamic Financial Services Act 2013;
- (g) that no bankruptcy proceedings have been commenced against the Customer;
- (h) that the Customer has filed all tax returns which the Customer is required by law to file and has paid or made adequate provision for the payment of all taxes, assessments, fees and other governmental charges assessed against him or upon any of his properties or assets, income or franchise or any of them;
- (i) that the Customer is not in default in the payment or performance of any of his obligations for financing facility, or in respect of other liabilities;
- (j) that there is no material adverse change in the financial condition operating environment or management of the Customer or other conditions which will materially affect the ability of the Customer to perform the obligations of the Customer under this Agreement;
- (k) that the financial statements of the Customer which have previously been submitted by the Customer to the Bank are complete and correct and fairly represent the financial condition of the Customer and the result of the operations of the Customer for the period stated are in accordance with the generally accepted accounting principles applied on a consistent basis;
- (l) that the Customer is the legal and beneficial owner of the Property;
- (m) that the information furnished by the Customer in connection with the Facility do not contain any untrue statement or omit to state any fact and all expression of expectation, intention, belief and opinion and all projections contained therein were honestly made on reasonable grounds after the due and careful enquiry; and
- (n) that there is no default by the Customer or the Vendor and or the Proprietor of any of the terms of the Sale and Purchase Agreement.

SECTION 6.02 TRUTHS AND CORRECTNESS OF REPRESENTATIONS AND WARRANTIES

If any such representations and warranties made shall at any time hereafter found to have been incorrect in any material respect then in such event and notwithstanding anything to the contrary contained herein, the Bank shall have the right at its absolute discretion to review, suspend or terminate the Facility or any part thereof.

SECTION 6.03 CONTINUING NATURES OF REPRESENTATIONS AND WARRANTIES

Each disbursement of the Purchase Price shall constitute and each payment of any sums due and payable by the Customer shall, unless the Customer notifies the Bank in writing to the contrary, constitute a representation and warranty by the Customer that at the time of each disbursement or payment no event of default or event which with the giving of notice or passing of time or both would constitute an event of default has occurred and that the representations and warranties in Section 6.01 are true and correct as at the date of each disbursement.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 INDEMNITY

- (a) The Customer shall at all time hereafter indemnify and keep the Bank indemnified against all damages, losses, claims, proceedings, demands, actions, penalties and expenses (including legal costs on a solicitor and client basis) which may be made or brought at any time by any party or parties against the Bank for any act or default under or for any breach of any provisions of this Agreement or any instrument of title to the Property by the Customer or that may be incurred, suffered or sustained by the Bank as a result thereof and the Customer shall promptly upon a demand being made by the Bank pay to the Bank all amounts so paid incurred, suffered or sustained by the Bank.
- (b) In addition to and without derogating from the above, if the Bank is not obliged to make payment of the Purchase Price or any part thereof for whatever reason, the Customer as an independent stipulation, shall indemnify the Bank for any loss which the Bank may sustain as a result of deploying funds to advance the Purchase Price or all moneys which the Bank has agreed to make available to the Customer. A certificate of the Bank shall (save for manifest error) be conclusive evidence as to the extent and existence of such loss.

SECTION 7.02 STAMP DUTIES AND OTHER COSTS AND CHARGES

All stamp duties, fees, taxes or other charges payable on or incidental to or in connection with the execution of this Agreement and in the event of the Bank having to take legal action against the Customer under this Agreement, all costs and expenses incurred by the Bank thereby (including the Bank's solicitor costs on a solicitor and client basis) shall be borne and paid entirely by the Customer and the Customer shall reimburse the Bank for any such duties, fees, taxes, costs, expenses or other charges paid by the Bank.

SECTION 7.03 SUCCESSORS BOUND

This Agreement is binding on the heirs, assigns, personal representatives, administrators, executors and successors in title, as the case may be, of the parties hereto.

SECTION 7.04 LAW

The parties hereto agree that this Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Shariah Principle and the parties hereto and hereby, submit to the jurisdiction of the Courts of Malaysia.

SECTION 7.05 GOODS AND SERVICES TAX

Unless expressly stated otherwise in this Agreement, the parties agree that fees and other monies payable under this Agreement and 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 Customer.

SECTION 7.06 WAIVER

No failure or delay on the part of the Bank in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the Bank under this Agreement shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or an acquiescence in such default, nor shall any action by the Bank in respect of any default or any acquiescence in any such default, affect or impair any right, power, privilege or remedy of the Bank in respect of any other or subsequent default.

SECTION 7.07 SEVERABILITY

- (a) any provision contained herein which is illegal, prohibited or unenforceable in any jurisdiction or pursuant to any determination made or pronounced by the SAC ("Decision") shall, as to such jurisdiction and/or such Decision, be ineffective to such extent without invalidating the remaining provisions hereof; and
- (b) any such illegality, prohibition or unenforceability in any jurisdiction or by any such Decision shall not invalidate or render illegal, void or unenforceable any such provision in any other jurisdiction.

SECTION 7.08 EFFECTIVE DATE

The parties hereto agree that this Agreement shall come into force only on the date as stated in the preamble hereto irrespective of the diverse dates upon which they may have each executed this Agreement respectively.

SECTION 7.09 BANK'S OBLIGATION LIMITED

Notwithstanding any other provisions herein the Bank's obligation to disburse the Purchase Price shall be limited to and not exceed the amount of the Facility herein granted. Any other moneys which exceed the Facility and due or owing by the Customer to the Bank shall be claimed entirely from and be borne by the Customer.

SECTION 7.10 SCHEDULES

The First and Second Schedules hereto shall form an integral part of this Agreement and shall be taken read and construed as essential parts of this Agreement.

SECTION 7.11 OTHER TERMS AND CONDITIONS OF APPROVAL (if any)

Notwithstanding the terms and conditions and provisions contained herein the Customer hereby expressly agrees and declares that such further terms and conditions as special conditions (if any) upon which the Bank has approved the Facility as specified in the Second Schedule hereto shall form an integral part of this Agreement and the Customer hereby agrees to the due performance and observance of such terms and conditions.

SECTION 7.12 SUBSIDIARY INSTRUMENT

IT IS HEREBY AGREED AND DECLARED that this Agreement is among the instruments employed in one transaction to secure the Facility within the meaning of Section 4(3) of Stamp Act, 1949 (Consolidated and Revised, 1989) and for the purpose of the said Section, this Agreement is deemed to be the subsidiary instrument.

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IN WITNESS WHEREOF the parties hereto have set their respective hands and year set out in Section 1 of the First Schedule the Parties hereto have entered into this Agreement on the day and year as set out in Section 1 of the First Schedule.

SIGNED by the Customer]
]]
in the presence of:-]

.....
Name:
Designation:
Date:
Time:

.....
Name:
Designation:
Date:
Time:

SIGNED by]
]]
as Attorney for and on behalf of]
AmBank Islamic Berhad (Company No. 295576-U)]
(Formerly known as AmIslamic Bank Berhad)]
in the presence of:-]

.....
Name:
Designation:
Date:
Time:

.....
Name:
Designation:
Date:
Time:

THE FIRST SCHEDULE

(Which is to be taken read and construed as an integral part of this Agreement)

Section No.	Item	Particulars
1.	The date of this Agreement	
2.	Name and description of the Customer Address/Registered Address	
3.	Place of business of the Bank	
4.	Descriptions of the Property	
5.	The date of the Sale and Purchase Agreement	
6.	Purchase Price	
7.	The date of the Letter of Offer	

THE SECOND SCHEDULE

(Which is to be taken read and construed as an integral part of this Agreement)

Other Conditions and Special Conditions of Approval