

DATED THIS

BETWEEN

[NAME OF CUSTOMER]

AND



AMBANK ISLAMIC BERHAD (COMPANY NO. 295576-U)  
(FORMERLY KNOWN AS AMISLAMIC BANK BERHAD)

\*\*\*\*\*

ANNEXURE  
(3<sup>rd</sup> Party)

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Prepared by:

## ANNEXURE

I/We, the person(s) described in Section 2 of the First Schedule hereto and includes his/her/their/its heirs, personal representatives, and successors-in-title and permitted assigns (hereinafter referred to as "**the Chargor**") have on this day charged all that piece of property which includes any accessory parcel, buildings and/or fixtures, erected or to be erected on or forming part of the piece(s) of land(s) more particularly described in the Schedule to the Charge in Form 16A and in Section 5 of the First Schedule hereto (hereinafter referred to as "**the Property**") to AmBank Islamic Berhad (*formerly known as AmIslamic Bank Berhad*) (Company No. 295576-U), a company incorporated in Malaysia under the Companies Act 1965 and an Islamic Bank governed under the Islamic Financial Services Act 2013, having its registered office at 22<sup>nd</sup> Floor, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur and having its place of business at the address as stated in Section 4 of the First Schedule hereto (hereinafter referred to as "**the Chargee**") and includes its successors in-title and assigns as security for the payment of the Secured Amounts as hereinafter defined and upon the terms and conditions hereinafter contained.

## RECITALS

### 1. **The Property**

The Chargor is the legal and registered owner of the Property pursuant to a sale and a Sale and Purchase Agreement made on the day and year stated in Section 6 of the First Schedule hereto (hereinafter referred to as "**the Sale and Purchase Agreement**") entered into between the party(ies) whose names and descriptions are stated in Section 7(a) of the First Schedule hereto (hereinafter referred to as "**the Developer / Vendor**") of the first part and the Chargor of the second part and where applicable the party(ies) whose name and descriptions are set out in Section 7(b) of the First Schedule (hereinafter referred to as "**the Proprietor**" (if any) of the final part. The Developer / Vendor / Proprietor agreed to sell and the Chargor agreed to purchase the Property at the purchase price and upon the terms and conditions contained in the Sale and Purchase Agreement.

### 2. **Financing-i Facility**

The Chargee, at the request of the Customer, whose name and particulars are set out in Section 3 of the First Schedule hereto (hereinafter referred to as "**the Customer**"), has agreed to grant to the Customer a financing facility under the Shariah concept of Murabahah Tawarruq, and the particulars of which are set out in Section 8 of the First Schedule hereto (hereinafter referred to as "**the Facility**") and upon the terms and subject to the conditions stated in the Master Facility Agreement which particulars are as set out in Section 10 of the First Schedule (hereinafter referred to as "**the Master Facility Agreement**") and the Chargee's Letter of Offer the date of which is as set out in Section 9 of the First Schedule hereto (hereinafter referred to as "**the Letter of Offer**"). Subsequently, the Chargor as the registered owner of the Property shall create a charge in favour of the Chargee as security for the Facility which has been granted to the Customer.

### 3. **Execution of this Charge**

- (a) It is a term of the Letter of Offer and the Master Facility Agreement that the payment of the Secured Amounts (as defined herein) is to be secured by this Charge and this Charge shall be executed by the Chargor in favour of the Chargee in accordance with the terms and subject to the conditions hereinafter contained.

- (b) The Parties hereby confirm, acknowledge and agree that the transactions envisaged herein conform to Shariah.

*\*Delete whichever is not applicable.*

## ARTICLE I

### DEFINITIONS AND INTERPRETATIONS

#### SECTION 1.01 DEFINITIONS

- (a) In this Charge unless the context otherwise requires or unless it is otherwise expressly provided the following expressions shall have the meaning respectively assigned to them in this Charge:-

“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.

“Address for Service” (i) The Chargor  
The Address as stated in Section 2 of the First Schedule hereto.  
(ii) The Chargee  
The Address as stated in Section 4 of the First Schedule hereto.

“AmBank Group” shall mean all the related corporations and associate corporations of:  
(i) the Chargee;  
(ii) its holding company; and  
(iii) its ultimate holding company,  
incorporated inside or outside Malaysia, whether existing now or in the future.

“Bank’s Selling Price” means the amount as stated in the Letter of Offer payable by the Customer to the Chargee pursuant to the Transaction Document which amount shall include the profit margin of the Chargee.

“BNM” means Bank Negara Malaysia, a body corporate governed under the CBMA and includes any of its subsidiaries and bureaus established by it.

“Business Day” means a day (excluding Saturdays, Sundays and Public Holidays) on which the Chargee is open in the state where the place of business of the Chargee is located.

“CBMA” means the Central Bank of Malaysia Act 2009 and includes any modification or re-enactment thereof as may be made from time to time.

“Customer” means the party in Section 3 of the First Schedule hereto and includes his heirs personal representatives permitted assigns and successors in title as the case may be.

“Events of Default”	means any of the events mentioned in Section 6.01 (Events of Default) hereof or any event which will become with the passage of time and/or the giving of notice and/or a determination being made hereunder or any determination thereof, would constitute any of the events mentioned in Section 6.01 (Events of Default) hereof.
“Facility”	means the financing facility in the sum as stated in Section 8 of the First Schedule hereto made available to the Customer by the Chargee.
“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, and includes any amendment, consolidation or re-enactment thereof from time to time.
“Indebtedness”	means the Bank’s Selling Price outstanding under the Facility as defined above, (remaining due and payable at any time) together with all other indebtedness and obligation (whether present or future, actual or contingent, secured or unsecured, as principal or surety or otherwise, solely or jointly held with any other person) for the payment of financing obtained or money advanced. A statement in writing signed by a duly authorised officer of the Chargee of the Indebtedness of the Customer is conclusive evidence of such Indebtedness.
“IFSA”	means the Islamic Financial Services Act 2013 and includes any modification or re-enactment thereof as may be made from time to time.
“Legal Process”	means pleadings, all forms of originating processes, interlocutory applications of whatever nature, affidavits orders and such documents other than the aforesaid which are required to be served under the Rules of Court, notices required to be given to the other party and correspondence between the parties hereto, notices under the Companies Act 1965 and the Bankruptcy Act, 1967 and the National Land Code 1965 and the rules made thereunder.
“Letter of Offer”	means the Letter of Offer made on the date stated in Section 9 of the First Schedule hereto issued by the Chargee and accepted by the Customer and includes any other correspondence or documents which may thereafter be issued by the Chargee for the variation of or addition to any terms and conditions applicable to the Facility.
“Master Agreement”	Facility means the Agreement entered into between the Chargee and the Customer in relation to the Facility on the date as stated in the Section 10 of the First Schedule.
“Month”	means that period of time which ends on the same date as it commenced in the previous month but if there is no numerically corresponding date in the following month, then the period shall end on the last day of that month.

“Monthly Instalment(s)”	means the monthly amount payable by the Customer to the Chargee shall be as set out in the Letter of Offer and as may be revised by the Chargee from time to time in accordance with the terms of the Murabahah Facility Agreement.
“Mortgage Reducing Term Takaful”	means the mortgage reducing term takaful plan taken up or to be taken up by the Customer in respect of the Property on behalf of the Chargee from a Takaful Operator acceptable by the Chargee.
“Property”	means all that piece of land as described in Section 5 of the First Schedule hereto together with buildings and fixtures erected or affixed or to be erected or affixed thereon or thereto and includes any part thereof.
“Ringgit Malaysia” and the abbreviation of “RM”	means the lawful currency of Malaysia.
“Rules of Court”	means the Rules of the Court 2012 and includes any amendments or revisions thereto.
“Sale and Purchase Agreement”	means the sale and purchase agreement made between the Chargor and the Developer / Vendor wherein the Developer / Vendor agreed to sell and the Chargor agreed to purchase the Property upon the terms and conditions contained therein.
“Secured Amount(s)”	<p>means the aggregate of the payments due and payable by the Chargor and/or Customer to the Chargee pursuant to the Transaction Documents and any of the followings:</p> <ul style="list-style-type: none"> <li>(i) the payments due and payable by the Chargor and/or Customer to the Chargee upon any occurrence of Event of Default; or</li> <li>(ii) the payments due and payable by the Chargor and/or Customer to the Chargee upon early settlement of the Facility or expiry of the Tenure, as the case may be;</li> </ul> <p>and all or any money(s), obligations and liabilities whatsoever whether for principal, profit, commission, expenses, late payment charge or otherwise which may now or at any time in the future be due, owing or incurred by the Chargor and/or Customer to the Chargee whether present or future, actual or contingent and whether alone, severally or jointly as principal guarantor, surety or otherwise and in whatever name or form and whether on any current or other account or in any other manner whatsoever and including but without limitation to all monies due in respect of the Transaction Document.</p>
“Security Documents”	means the security documents in favour of the Chargee in relation to the Facility as set out and required in the Letter of Offer.
“Security Party(ies)”	means the chargor (as the case may be) and any other parties referred hereto to provide security to the Chargee for the Customer’s obligation

under the Facility and execute the Security Documents and references to “Security Party(ies)” includes reference to each or any one thereof.

“Shariah” means the Shariah rulings, principles, parameters and decisions of Islamic law as interpreted, ascertained, determined or pronounced by the Shariah Advisory Council and/or the Chargee’s Shariah Committee respectively. Accordingly, for the purpose of this Charge, “subject to Shariah”, “in accordance with Shariah” and “Shariah compliant” shall mean subject to, in accordance with and compliant to such rulings and decisions.

“Shariah Advisory Council” and the abbreviation of “SAC” means the body established under section 51 of the Central Bank of Malaysia Act 2009.

“Shariah Committee” means the committee established by the Chargee pursuant to Section 30 of the IFSA for the purposes of advising the Chargee on all Shariah related matters pertaining to Islamic banking.

“Takaful Operator” means any takaful company or takaful provider duly approved by the Chargee.

“this Charge” means this instrument and includes any variation and amendments which may be made hereto at any time and from time to time.

“Transaction Documents” means collectively the following documents:

- (i) Letter of Offer;
- (ii) Master Facility Agreement;
- (iii) documents evidencing the Tawarruq Arrangement including but not limited to the Purchase Request, Appointment of AmBank Islamic Berhad as Purchasing and Sale Agent, Murabahah Sale Contract; and
- (iv) the Security Documents.

## SECTION 1.02 INTERPRETATIONS

- (a) Words importing the singular number include the plural and vice versa.
- (b) Words importing the masculine gender include the feminine and neuter genders and vice versa.
- (c) The words “hereof”, “herein”, “hereon”, “hereinafter” and “hereunder” and words of similar import, when used in this Charge, shall where the context requires or allows, refer to this Charge as a whole and not to any particular provision of this Charge.
- (d) References to Section and Schedules are references to Section and Schedules in this Charge unless otherwise specified.
- (e) The headings and sub-headings to the Clauses, Articles and Section in this Charge are inserted for purpose of convenience only and shall not be deemed to be a part thereof or to be taken into consideration in the interpretation or construction thereof of this Charge.
- (f) Where an act is required to be done within a specified number of days after or from a specified date, the period is inclusive is inclusive of and begins to run from the date so specified.

- (g) A period of Month from the happening of an event or the doing of an act or thing shall be deemed to be inclusive of the day on which the event happens or the act or thing is or is required to be done.
- (h) Any reference to statutes and the rules made thereunder includes all amendments, statutory modification which may be enacted from time to time.
- (i) Where the Chargor and/or Customer shall comprise of more than one (1) person all agreements, covenants, stipulations, undertakings, obligations and liabilities to be made by and/or on the part of the Chargor and/or Customer hereunder shall be deemed to be made by or binding upon such persons or parties jointly and severally.
- (j) Where the Chargor and/or Customer shall comprise of more than one (1) person, the Chargee shall be entitled to and is hereby expressly authorised to act on the instructions of and to deal with any one (1) or more of them as the Chargee shall in its absolute discretion deem fit.
- (k) Except for Section 1.01 hereof or unless this Charge otherwise provides all words and expression defined in the Master Facility Agreement when used or referred to in this Charge shall have the same meanings ascribed to them in the Master Facility Agreement.
- (l) No rule of construction shall apply to the disadvantage of a Party because that Party was responsible for the preparation of this Charge or any part of this Charge.

**SECTION 1.03 MASTER FACILITY AGREEMENT INCORPORATED INTO THIS CHARGE**

All the provisions of the Master Facility Agreement, whether repeated herein or not, are incorporated into and form part of this Charge. All representations, warranties and covenants made therein by the Customer and/or the Chargor shall be deemed to have been made by the Customer and/or the Chargor and references to the Customer and/or the Chargor in the Master Facility Agreement shall be read as if they were references to the Customer and/or the Chargor. Subject to such alterations or variations where necessary to make the provisions of the Master Facility Agreement consistent with the provisions of this Charge, in the event of any conflict or discrepancy between the provisions of the Master Facility Agreement and this Charge, the provisions of this Charge shall prevail for the purpose of interpretation and enforcement of this Charge.

**ARTICLE II**

**REPRESENTATION AND WARRANTIES**

**SECTION 2.01 REPRESENTATION AND WARRANTIES**

The Chargor hereby represents and warrants to the Chargee as follows:

- (a) that this Charge constitutes the legal, valid and binding obligations of the Chargor and / or the Customer in accordance with their terms and conditions;
- (b) that the execution, delivery and performance of this Charge by the Chargor and / or the Customer:
  - (i) will not violate the provisions of any law or regulation or any order or decree of any governmental authority, agency or Court to which the Chargor and / or the Customer is subject;

- (ii) will not violate the provisions of any mortgage, contract or other undertaking or instrument to which the Chargor and / or the Customer is a party or which is binding upon the Chargor and / or the Customer;
  - (iii) will not result in the creation or imposition of any obligation to create or impose any mortgage, lien, pledge or charge on any of the Chargors' assets or revenues pursuant to the provisions of any such mortgage, contract or other undertaking or instrument.
- (c) that all consents, approvals or authorisations of any relevant authority which are required on the part of the Chargor and / or the Customer or which are advisable for or in connection with the execution, delivery, performance, legality and enforceability of this Charge has been obtained and are in full force and any conditions contained therein or otherwise applying thereto have been complied with;
- (d) that the Chargor and / or the Customer is/are not in default under any agreement to which the Chargor and / or the Customer or any one of them is/are a party or by which the Chargor and / or the Customer or any one of them may be bound and no litigation, arbitration or administrative proceedings are presently current or pending or threatened which default litigation arbitration or administrative proceedings as the case may be might materially affect the solvency of the Chargor and / or the Customer and might impair the Chargors' ability to perform the Chargors' obligations under this Charge;
- (e) that the Chargor has the full and absolute power, right and authority to execute this Charge and that there is and shall be no person or party having priority over the Chargee in respect of the Property and/or this Charge, save and except as the Chargee may agree in writing in its absolute discretion;
- (f) that the Chargor and / or the Customer or the Chargors' and / or the Customer account is not listed under the Biro Maklumat Cek (BMC) guidelines or otherwise for that matter the Chargors' account be designated as "special" under such guidelines;
- (g) if the Chargor is a corporation:
- (i) the Chargor is duly incorporated under the relevant law;
  - (ii) all requisite corporate shareholders or other approvals for the execution of this Charge have been obtained; and
  - (iii) the Chargor is empowered to execute this Charge under their respective constitutive document;
- (h) that all the particulars and declarations furnished, provided or made by the Chargor and / or the Customer in respect of the Chargor and / or the Customer application for the Facility are true, accurate and correct in all respects.

**SECTION 2.02 TRUTH AND CORRECTNESS OF REPRESENTATION AND WARRANTIES**

- (a) The Chargor and / or the Customer acknowledge that the Chargee has accepted this Charge on the basis of and in full reliance upon, the aforesaid representations and warranties and the representations and warranties in the Murabahah Facility Agreement, which will be correct and complied with in all material respects so long as this Charge shall remain in force and each of the above representations and warranties will be correct and complied with in all material respects so long as the Facility shall remain available.
- (b) The truth and correctness of all the matters stated in the representations and warranties under Section 2.01 shall form the basis of the Chargee's commitment to make available or continue to



make available the Facility under the terms of the Murabahah Facility Agreement to the Customer. If any such representations and/or warranties made shall at any time hereafter be found to have been incorrect in any material respect then and in such event and notwithstanding anything to the contrary hereunder the Chargee shall have the right at its absolute discretion to review, suspend, recall or terminate the Facility or any part thereof.

### ARTICLE III

#### COVENANT TO PAY

##### SECTION 3.01 COVENANT TO PAY

- (a) In consideration of the Chargee having agreed at the request of the Customer to grant and make available and continue to grant and make available the Facility to the Customer, the Chargor and / or the Customer hereby agree, covenant and undertake to pay the Chargee on demand, the Secured Amounts and to pay such sums and monies as are or may become payable by the Customer under the Facility pursuant to the Murabahah Facility Agreement, this Charge and the Security Documents (if any).
- (b) Any statement of the manager, assistant manager or any other officer of the Chargee or any solicitor or firm of solicitors purporting to act for the Chargee as to the amount(s) of the Secured Amounts or the balance thereof and/or any sums due and payable in respect of the Facility pursuant to the Murabahah Facility Agreement and/or this Charge shall be final and conclusive evidence against the Chargor.

##### SECTION 3.02 DEMANDS / NOTICES

- (a) The Chargor and / or the Customer hereby covenants and agrees to forthwith pay to the Chargee on demand the Secured Amounts failing which the Chargee may, where such failure to pay has continued for a period of seven (7) days, forthwith give the statutory notice pursuant to the relevant provisions of the applicable Acts requiring the Chargor and / or the Customer to remedy the said failure or refusal to pay within a period of seven (7) days calculated from the date such statutory notice is deemed to have been served. If under the provisions of the applicable Acts, the duration of the statutory notice is longer than seven (7) days then the statutory notice given pursuant to such Acts shall be for the duration prescribed under that applicable Acts.
- (b) Without prejudice to the generality of Section 3.02(a) above, the Secured Amounts and any monies payable under the Facility shall become forthwith due and payable and must be discharged by the Chargor and / or the Customer immediately:
  - (i) upon the happening of any of the events stipulated in Section 12.01 of the Murabahah Facility Agreement; or
  - (ii) if the Chargor and / or the Customer threaten to commit or commit a breach of any of the terms contained in this Charge (other than the covenant or undertaking for payment of monies due under Section 3.02 (a) above) which is capable of remedy and is not remedied within a period of seven (7) days from the date of happening of such breach.

If the Chargor and / or the Customer shall fail to pay the Secured Amount and any monies payable under the Facility or shall fail to remedy the breach, the Chargee shall be entitled to exercise its rights as provided in Section 3.02(a) above.

- (c) If and when the Secured Amounts and monies payable under the Facility hereby covenanted to be paid by the Chargor and / or the Customer to the Chargee shall be demanded as aforesaid or shall otherwise be required to be settled the monies owing by the Chargor and / or the Customer to the Chargee shall be ascertained by the Chargee and when such monies shall be ascertained the Chargor and / or the Customer agree that the statement of the manager, assistant manager or any other officer of the Chargee or by any solicitor or firm of solicitors purporting to act for the Chargee as to the amount of the monies in respect of the Facility and all monies due and payable under this Charge shall be final and conclusive.
- (d) Any demand for payment of the monies intended to be hereby secured may be made by a notice in writing requiring payment within seven (7) days from the date of the said notice or in the case where the statutory notice under any of the applicable Acts must by law be for a period longer than seven (7) days, then the notice requiring payment shall be for such period as may be prescribed by or under the applicable Acts and may be signed on behalf of the Chargee by any manager, assistant manager or any other officer of the Chargee or by any solicitors purporting to act for the Chargee and such notice shall be deemed to have been sufficiently served on the Chargor and / or the Customer if it is left at the usual or last known place of residence or at the address above stated of the Chargor and / or the Customer or at the usual or last known place of business of the Chargor and / or the Customer or sent by registered or ordinary mail to any of such addresses and in the last mentioned case the service shall be deemed to be made at the time when the registered or ordinary mail would in the ordinary course of post be delivered or if it is served in such manner as may be prescribed by the applicable Acts.
- (e) Any notice required or permitted to be served by the Chargee under or pursuant to this Charge may be served and shall be deemed served in the like manner as a notice demanding payment as provided in Clause 3.02 (d) above.

### **SECTION 3.03 UNDERTAKINGS**

If any of the Chargor is declared a bankrupt or is already a bankrupt at the time of the grant of the Facility and the Chargee does not realise its security under this Charge within six (6) months from the date of the receiving order, the other Chargor (if applicable) who is not bankrupt hereby agree to pay the full amount of the Secured Amounts and any monies outstanding in respect of the Facility and the Chargee is entitled to recover the same under this Charge notwithstanding Section 8(2A) of the Bankruptcy Act, 1967.

## **ARTICLE IV**

### **SECURITY**

#### **SECTION 4.01 CONTINUING SECURITY**

The Chargor and / or the Customer hereby agrees and declares that this Charge is expressly intended to be a continuing security for the Secured Amounts and all monies whatsoever now or hereafter or from time to time owing or payable by the Chargor and/or Customer to the Chargee under the provisions of this Charge whether alone or jointly and severally with another or others and whether as principal or surety notwithstanding that the Chargor and/or Customer may at any time cease to be indebted to the Chargee for any period or periods of time and notwithstanding:-

- (a) any account or accounts of the Chargor and/or Customer with the Chargee may from any cause whatsoever cease to be current and notwithstanding any settlement of account or accounts or otherwise;

- (b) any change by amalgamation consolidation or otherwise which may be made in the constitution of the Chargor and/or the Chargee.

#### **SECTION 4.02 COVENANTS TO PROVIDE FURTHER SECURITY**

- (a) The Chargor and/or Customer shall at the request of the Chargee execute or procure the execution in favour of the Chargee or to any person as the Chargee shall direct such further legal or other mortgages, charges, debentures, assignments, transfer, agreements or other assurances as the Chargee shall require of and on all the Chargor rights, title and interests in any property or assets or business now belonging to or which may hereafter be acquired by or belonging to the Chargor ( including vendor's lien) and the benefit of all licences held in connection therewith to secure all monies and liabilities hereby agreed to be paid or intended to be hereby secured such mortgages, charges, assignment, transfers, agreements or other assurances to be prepared by or on behalf of the Chargee at the cost of the Chargor and to contain all such terms and conditions for the benefit of the Chargee as the Chargee may require or stipulate.
- (b) The Chargor shall at any time and when requested by the Chargee to do so, deposit with the Chargee such documents of title of any or all immovable properties vested in the Chargor for any tenure and all or any debentures, shares, stocks or other investments or securities registered in the name of the Chargor or otherwise belonging to the Chargor. Such charge or deposit may be by way of the security for the payment of the Secured Amounts and may also or otherwise be for the purpose of securing any other monies owing to the Chargee and not hereby secured.

#### **SECTION 4.03 RESTRICTIONS AGAINST OTHER CHARGES**

The Chargor and/ or Customer hereby declares, covenants, warrants and undertakes that there is no debenture, mortgage, charge, pledge, lien or security interest over the Property having priority to this Charge and that:-

- (a) the Chargor and / or Customer shall not during the subsistence of this Charge without the consent in writing of the Chargee execute any form of debenture, charge, mortgage, pledge, lien or security interest or permit to exist any caveat or prohibitory order or both in respect of the Property.
- (b) this Charge shall be without prejudice to and shall not operate so as to merge or otherwise affect any lien or any security already given by the Chargor and/or Customer or any other party or any other security which may hereafter be given by the Chargor and/or Customer or any other party to the Chargee whether the same be for securing payment of the Secured Amounts or any other monies covenanted to be paid herein and whether such security is taken as additional or collateral security or otherwise howsoever.

#### **SECTION 4.04 LIEN AND OTHER SECURITIES NOT AFFECTED**

Nothing herein contained shall prejudice or affect any lien to which the Chargee is entitled or any other securities which the Chargee may at any time or from time to time hold for or on account of the Secured Amounts nor shall anything herein contained operate so as to merge or otherwise prejudice or affect any bill , note, guarantee, mortgage, charge, lien or other security which the Chargee may for the time being have for any money intended to be hereby or otherwise secured or any right or remedy of the Chargee there under.

## **SECTION 4.05**

## **THE CHARGEЕ NOT BOUND TO TAKE ACTION**

The Chargee shall not be under any obligation to the Chargor and/or Customer to take any action or to enforce any rights title interests and benefits hereby charged and shall not be under any obligation to the Chargor and/or Customer by reason of the Chargee having abstained from taking or continuing any such action or steps.

## **ARTICLE V**

### **COVENANTS IN RESPECT OF THE PROPERTY**

## **SECTION 5.01**

## **POSITIVE COVENANTS**

The Chargor and/or Customer hereby expressly covenant with the Chargee that the Chargor and/or Customer will at all times during the continuance of this Charge:-

- (a) keep all structures or fixtures now or at any time hereafter erected on or affixed to the Property in tenable repair and condition. In default whereof it shall be lawful for but not obligatory upon the Chargee to carry out such repairs and if the Chargee shall carry out such repairs, the costs and expenses thereof shall be for the account of the Chargor and/or Customer PROVIDED HOWEVER that if the Chargee enters and effects such repairs it shall not be liable as a chargee in possession;
- (b) permit the Chargee and its agents and workmen at all reasonable times of the day to enter upon the Property and have access to any fixture thereon and to view and inspect the condition or repair thereof PROVIDED ALWAYS THAT if the Chargee should enter and repair the same it shall not be liable as a Chargee in possession nor shall it be answered for any involuntary loss happening in or about the exercise or execution of any power conferred on the Chargee under this Charge or by law;
- (c) comply with and observe all the conditions restrictions and category of use, express or implied, imposed upon, relating to, or affecting the Property or to which the Property is subject as well as the provisions of any Act of Parliament ordinance or enactment for the time being in force and of any rule or order made thereunder affecting the same;
- (d) pay the quit rent, assessment, rates, taxes, service charges and all outgoing whatsoever payable from time to time in respect of the Property as and when the same shall become due and payable. In default it shall be lawful for but not obligatory upon the Chargee to pay the same or any part thereof and upon such payments by the Chargee all sums so paid shall be for the account of the Chargor and/or Customer hereunder;
- (e) inform the Chargee of any application, demand, notice, order whatsoever, or any other notice, document or transaction in any way affecting or concerning the Property or any part thereof forthwith upon its issue, publication or service (time being of the essence in respect thereof) and produce the same to the Chargee whether demanded or not and the Chargor and/or Customer shall do all acts and take all steps necessary or expedient to safeguard and preserve the Property or any part thereof or the right, title or ownership thereto AND the Chargee may if it thinks fit and on behalf of or in the name and at the expense of the Chargor and/or Customer do all such acts and employ all such persons as the Chargee shall deem fit for the purpose of safeguarding and preserving the Property;
- (f) give full particulars in writing within seven (7) days to the Chargee upon receipt of any notice or proposal for a notice or order or proposal for an order given or issued or made to the Chargor

and/or Customer in respect of the Property or any part thereof by or on behalf of any planning local government, public health, sanitary, housing or other authority and if so required by the Chargee produce such notice to the Chargee and also shall without delay and within the period prescribed by such notice take all reasonable and necessary steps to comply with the provisions of such notice or order and also may on the Chargor and/or Customer's own accord or shall at the request of the Chargee and at the Chargor and/or Customer's cost make or join with the Chargee in making such objections or representation against or for in respect of such proposal or such notice or order as the Chargee shall deem expedient;

- (g) observe and perform all the terms and conditions contained in this Charge and on the part of the Chargor and/or Customer to be observed and performed and in addition thereto any condition and covenant binding upon the Property and not to do or omit to do any act matter or thing on or in respect of the Property which shall contravene the provisions of this Charge or of any act, ordinance, enactment, order, rule or regulation now or hereafter affecting the same and at all times hereafter indemnify and keep indemnified the Chargee against all actions proceedings costs expenses claims and demands in respect of such act matter or thing done omitted or suffered to be done in contravention of the said provisions;
- (h) unconditionally agrees, whenever required by the Chargee, to have the Property valued by such registered valuers as may be appointed by the Chargee for the purpose of determining the current value of the Property and to pay all costs and fees in connection therewith;
- (i) on receipt of a notice in writing from the Chargee that in the opinion of the Chargee any user by the Chargor and/or Customer of the Property or any part thereof or any building thereon whether by reason of over-crowding or for any other reason whatsoever is calculated to affect adversely the security of the Chargee discontinue such user forthwith;
- (j) in addition to and not in derogation of the agreements and stipulations implied, the obligations imposed and the rights created by law, custom and this Charge, the Chargor and/or Customer expressly agrees covenants and undertakes where applicable the following:-
  - (i) during the term of this security the Chargor and/or Customer will continue to maintain and cultivate the Property in a proper and workmanlike manner and following the methods of good husbandry and until this Charge be fully satisfied and discharged and the Chargee shall at all reasonable times be at liberty to enter upon the Property to view and inspect the state of maintenance or cultivation;
  - (ii) the Chargee shall be at liberty to employ a visiting agent or agents or any other person or persons from time to time to enter into and inspect the Property and into any building or structure now or at any time hereafter erected thereon and may have access to any fixture thereon and to view and inspect the condition of repair thereof and to make a report thereon at the cost and expense of the Chargor and/or Customer provided however that if the Chargee should enter and repair the same, it shall not be liable as a Chargee in possession;
  - (iii) during the term of this security the Chargor and/or Customer will keep the Property clean, weeded and free from any undergrowth, in default whereof it shall be lawful for but not obligatory upon the Chargee to employ labourers, or workmen, for the purpose of keeping the Property clean weeded and free from any undergrowth **PROVIDED ALWAYS** that nothing in this clause contained and no act of the Chargee its servants or agents done in pursuance of the provisions of this clause shall render the Chargee liable as a chargee in possession;

- (k) let the Chargee have the custody or possession of the issue document of title / strata title to the Property so long as this Charge shall remain undischarged;
- (l) shall observe and perform all the terms and conditions contained in this Charge.

## **SECTION 5.02                      NEGATIVE COVENANTS**

The Chargor and/or Customer hereby covenants with the Chargee that during the continuance of this Charge the Chargor and/or Customer will not, without the written consent of the Chargee first had and obtained:-

- (a) assign, transfer, sell, charge or otherwise howsoever deal with the Chargor's rights, title and interest under the Property or any part thereof or any interest therein or make the same subject to any burden, charge, encumbrance, liability or lien whatsoever or make any application for the alteration of the category use of land or for the imposition of any fresh category use of land use in respect of the Property or for rescission removal or amendment any condition or restriction affecting the Property;
- (b) lease or let out or grant any licence or otherwise howsoever part with the possession or make or accept the surrender of any lease whatsoever of or in respect of the Property or any fixture, structure or any part thereof, to any person firm or company without the consent in writing of the Chargee first had and obtained and which consent may be given or refused without assigning any reason thereof either absolutely or on such terms and conditions as the Chargee deems fit and the decision of the Chargee shall be final and conclusive and it is hereby expressly agreed and declared that the provisions of Section 251 of the National Land Code 1965 or any similar provisions shall not apply to this Charge;
- (c) alter, pull down, or remove any building or fixture now or at any time hereafter erected on or affixed to the Property or any part thereof without the consent in writing of the Chargee first had and obtained and will forthwith replace or make good the same in the event of such alteration, pulling down or removal. Where it is intended that there is to be erected any building or buildings on the Property the Chargor and/or Customer or that the Facility is to be utilised for the purposes thereof, shall complete the erection of such building or buildings in accordance with the approved plans thereof or such competent authority or authorities necessary for the obtaining of and shall obtain a Certificate of Completion and Compliance not later than such date as the Chargee may stipulate;
- (d) use the Property or any fixture or any building upon the Property or suffer the same to be used for purposes that are unlawful and/or forbidden in Islam i.e. gambling, prostitution, etc nor to store or bring upon the Property any articles of a specially combustible, inflammable or dangerous nature nor to do or permit or suffer to be done anything by reason whereof the takaful policies referred to herein may be rendered void or voidable.

## **ARTICLE VI**

### **REMEDIES OF THE CHARGE**

#### **SECTION 6.01                      EVENTS OF DEFAULT**

The Chargor and/or Customer is deemed to have committed a default if the Chargor and/or Customer commits or threatens to commit a breach of any of the covenants, undertaking, stipulations, terms, conditions, or provisions herein stipulated and without prejudice to the generality of the foregoing, upon the happening of any one or more of the following events:-

- (a) if there is failure or default in the payment of any one or more of the Monthly Instalments, , any one or more of the instalments or any other sum of money whatsoever and howsoever payable on its due date by virtue of the provisions herein contained, whether formally demanded or not; or
- (b) if there is failure to comply with any notice given under this Charge or under the Master Facility Agreement requiring him to remedy any breach of the terms of this Charge, within the time stipulated therein; or
- (c) if any other indebtedness of the Chargor and/or Customer become, or becomes capable, in accordance with the relevant terms thereof of being declared due prematurely by reason of a default by the Chargor and/or Customer in his obligations with respect to the same, or the Chargor and/or Customer fails to make any payment in respect thereof on the due date for payment or upon the security for any such indebtedness becoming enforceable; or
- (d) if any representation or warranty made or implied pursuant to any document hereunder or in the Master Facility Agreement or pursuant to any notice, certificate, letter or other document delivered pursuant to the terms of this Charge and the Master Facility Agreement is incorrect or misleading in a material particular as of the date at which it was made or deemed to have been made; or
- (e) if any step or action is taken or a resolution is passed for the bankruptcy of the Chargor and/or Customer or bankruptcy as the case may be, is presented against the Chargor and/or Customer or, if such proceeding or action has been taken by the Chargor and/or Customer such steps or petition is not discharged or stayed within twenty one (21) days from the date of the taking of such step or petition; or
- (f) if a distress or execution or other process of a Court of competent jurisdiction is levied upon or issued against any property of the Chargor and/or Customer and such distress execution or other process, as the case may be, is not satisfied by the Chargor and/or Customer within seven (7) days from the date thereof; or
- (g) if the Chargor and/or Customer commits a default of any provision of any agreement, or Security Documents, or both (as the case may be) relating to other accounts or financing facilities granted by the Chargee to the Chargor and/or Customer or other party in which of the Chargor and/or Customer is a guarantor, or chargor or assignor; or
- (h) if any of the Charge or the Master Facility Agreement shall be challenged with regards to its validity by any person; or
- (i) if an event has, or events have occurred, or a situation exist, which could or might, in the opinion of the Chargee prejudice the ability of the Chargor and/or Customer to perform his obligations under the Security Documents in accordance with their respective terms; or
- (j) if the Chargee shall be of the opinion that its security created pursuant to this Charge and the other Security Documents are in jeopardy; or
- (k) if the Chargor and/or Customer commits or threatens to commit a default or breach of any terms or conditions of any of this Charge; or

- (l) if the Chargor and/or Customer commits or threatens to commit a default under any of its contractual obligations with any other parties including the Chargee with regards to its facility howsoever; or
- (m) if in the absolute opinion of the Chargee, the Chargor and/or Customer 's Current Account-i/Savings Account-i with the Chargee (including any other accounts the Chargor and/or Customer may have with the Chargee) is or has not been operated satisfactorily; or
- (n) if default is made in effecting, maintaining or renewing any Takaful required to be effected, maintained or renewed by the Chargor and/or Customer; or
- (n) if any license, authorisation, approval, consent, order or exemption referred to in this Charge is revoked or withheld or materially modified or is otherwise not granted or fails to remain in full force and effect; or
- (o) if the Chargor and/or Customer enters into or proposes to enter into, or is declared by any competent court or authority, moratorium on the payment of indebtedness or other suspensions of payments generally; or
- (q) if any encumbrance over any property and assets of the Chargor and/or Customer becomes enforceable; or
- (r) if the Chargor and/or Customer is declared insolvent or is unable or admits in writing his inability to pay his debts as they fall due or become insolvent within the terms of any applicable law; or
- (s) if by reason of any change after the date of this Charge in any applicable law, regulation or regulatory requirement or in the interpretation thereof by any governmental or other authority charged with the administration thereof it shall become unlawful for the Chargee to comply with its obligations hereunder or to continue to make available the Facility to the Chargor and/or Customer;
- (t) if the Chargor and/or Customer suspends or ceases or threatens to suspend or cease to carry on its business; or
- (u) if the Chargee is of the opinion that the Chargor and/or Customer is not carrying out his business efficiently and properly; or
- (v) if the Chargor and/or Customer commits or threatens to commit a breach of any term, stipulation, covenant or undertaking contained in the Sale and Purchase Agreement entitling the Developer / Vendor to repudiate the same; or
- (w) if before the Property is fully completely constructed, a petition is presented for the winding-up of the developer of the Property, if applicable, or
- (x) if the Chargor and/or Customer shall make an assignment for the benefit of the financiers of the Chargor and/or Customer or enter into an arrangement for composition for the benefit of the financiers of the Chargor and/or Customer or allows any judgement against the Chargor and/or Customer to remain unsatisfied for a period of fourteen days (14) days or more; or
- (y) if the Chargor and/or Customer who is natural person or individual dies or become insane or is adjudged a bankrupt; or



- (z) if legal proceedings suit or action of any kind whatsoever (whether criminal or civil) be instituted against the Chargor and/or Customer; or
- (aa) if the Chargor and/or Customer has been listed as a bad cheque offender by the Biro Maklumat Cek, set up by BNM; or
- (ab) if any of the events constituting Events of Default as specified in Schedule 7 of the Master Facility Agreement shall occur.

## **SECTION 6.02 RIGHTS OF CHARGEE UPON DEFAULT**

- (a) If the Chargor and/or Customer shall commit a default pursuant to Section 6.01 hereof or if any of the events stipulated in Section 6.01 hereof shall happen and which if capable of remedy is not remedied within a period of seven (7) days from the date of notice by the Chargee requesting remedy of the same, or is not remedied within the time specifically stipulated therefor (if any) in respect of the event in question, the Secured Amounts and all other sums payable under this Charge shall become and be deemed to be, notwithstanding anything contained herein to the contrary, forthwith due and payable and whereupon the Chargee shall be entitled forthwith to take such action as may be appropriate against the Chargor and/or Customer.
- (b) The period of seven (7) days shall be the period for the purpose of this Charge (in substitution for the period of one (1) month referred to in sub-section 254(1) of the National Land Code) after which a notice may be served in Form 16D pursuant to Section 254 of the National Land Code and a period of fourteen (14) days shall be the period for the purpose of this Charge (in substitution for the period of one (1) month referred to in sub-section 254(1) (b) of the National Land Code) which shall be inserted in the notice in Form 16D within which time the breach complained of is required to be remedied.

## **SECTION 6.03 APPLICATION OF PROCEEDS**

All monies received by the Chargee from any proceeding instituted or step taken under this Charge or any other Security Documents shall subject to statutory priorities (if any), be applied by the Chargee:-

- FIRST** in payment of any quit rents, taxes assessments fees lawful outgoing and other fees due and payable to the relevant authorities in respect of the Property or any other property charged or assigned to the Chargee as security for the Secured Amounts;
- SECOND** in payment of all costs, charges and other expenses incurred and payments made by the Chargee under the provisions this Charge or any other Security Documents ( if any) and any other taxes payable under any written law for the time being in force on the disposal of the Property;
- THIRD** in or towards payment to the Chargee of the Secured Amounts due and remaining unpaid and of all other monies due and remaining unpaid under this Charge and the Master Facility Agreement;
- FOURTH** in or towards payment to the Chargor and/or Customer's liabilities to the Chargee (whether such liabilities be present, future, actual, contingent, primary, secondary, collateral, secured or unsecured, several or joint) under any other accounts of whatsoever nature, agreement or contract or otherwise with the Chargee and all such monies available under this premise are specially held in trust for the Chargee for the satisfaction of such liabilities; and
- FIFTH** any surplus shall be paid to such person entitled thereto.

**PROVIDED ALWAYS THAT** the Chargee may in its sole and absolute discretion alter the above order of payment or keep such monies in a suspense account but such alteration in the order of payment or payment into a suspense account shall not prejudice the right of the Chargee 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 realized from the security may be sufficient to pay.

**SECTION 6.04 DEFICIENCIES IN PROCEEDS OF SALE**

If the amount realised by the Chargee pursuant to the proceedings referred to in Section 6.03 hereof after the deductions and payment of such sale of all fees, dues, costs, rents, rates, taxes and other outgoings thereof ( including the fees of the Chargee’s solicitors on a full indemnity basis) is less than the amount due and payable to the Chargee and whether at such sale the Chargee is the purchaser or otherwise, the Chargor and/or Customer shall pay to the Chargee the difference between the amount due and the amount so realised and until payment will also pay any applicable expenses incurred by the Chargee as the Chargee may impose from time to time **PROVIDED THAT** nothing stated herein shall be construed in any manner whatsoever to bind or require the Chargee to exercise its right of sale of the Property first before enforcing or suing on the Chargor and/or Customer’s personal covenant to pay on demand or to restrict, affect or diminish the Chargee’s rights at law or in equity .

**SECTION 6.05 CHARGEES RIGHT TO COMMENCE FORECLOSURE AND LEGAL PROCEEDINGS CONCURRENTLY**

Notwithstanding any provision hereof, it is hereby expressly agreed that upon default or breach by the Chargor and/or Customer of any term, covenant, stipulation and/or undertaking herein provided on the part of the Chargor and/or Customer to be observed and performed, the Chargee shall thereafter have the right to exercise all or any of the remedies available whether by this Charge or by statute or otherwise and shall be entitled to exercise such remedies concurrently, including pursuing all remedies of sale or possession pursuant to the this Charge and civil suit to recover all monies due and owing by the Chargor, guarantor (if any) or any other persons to the Chargee.

**SECTION 6.06 INVOLUNTARY LOSS**

The Chargee shall not be answerable for any involuntary loss happening in or about the exercise or execution of any power, right, privilege and remedy conferred on the Chargee by this Charge or by law.

**ARTICLE VII**

**TAKAFUL**

**SECTION 7.01 TAKAFUL ON PROPERTY**

The Chargor and/or Customer shall so long as the monies hereby secured has not been paid in full cover the Property and all fixture erected thereon under a takaful plan in the name of the Chargor and/or Customer against loss or damage by fire, lightning, tempest, flood, riot, civil commotion, strike, malicious acts and against such other risks as the Chargee may from time to time think expedient and keep the same so covered throughout the duration of this Charge to its full coverage value to the satisfaction of the Chargee with a takaful company approved by the Chargee.

**SECTION 7.02 MORTGAGE REDUCING TERM TAKAFUL**

Whenever required by the Chargee, the Chargor and/or Customer shall take up and maintain a takaful policy or a Mortgage Reducing Term policy under a takaful mortgage plan as the Chargee may in its absolute discretion decide or any other policy guaranteeing the payment of the Indebtedness.

### SECTION 7.03

### RESTRICTION AGAINST ADDITIONAL TAKAFUL

The Chargor and/or Customer shall not except at the request or with the prior consent in writing of the Chargee effect or keep on foot any takaful against any risk in respect of the Property or any works buildings or fixtures on or in respect of the Property or any property charged or secured to the Chargee when the Chargee or the Chargor and/or Customer has effected or has kept on foot such takaful.

### SECTION 7.04

### TERMS AND FORM OF TAKAFUL ON PROPERTY

Takaful policies taken out or effected under this Charge shall be generally in form and upon terms acceptable to the Chargee, and, without limitation, shall be subject to the following: -

(a) **Named Takaful Participant**

All takaful shall be taken out in the name of the Chargor and/or Customer and shall be expressly and specifically assigned to and for the benefit of the Chargee.

(b) **Takaful Company and Terms**

The Chargor and/or Customer shall place or cause to be placed takaful policies in a Takaful Operator acceptable to the Chargee. All Takaful policies shall be valued policies and shall provide that they are payable in Ringgit Malaysia.

(c) **Notice of Lapse**

Each policy shall provide that it may not lapse, be terminated, cancelled or materially modified without fourteen (14) days' prior notice to the Chargee.

(d) **Notice of Cancellation**

The Chargor and/or Customer covenants that the Chargor and/or Customer shall cause the relevant Takaful companies to include the following notice of cancellation or a substantially similar notice of cancellation acceptable to the Chargee in each takaful policy taken out:-

*“Underwriters (takaful companies) agree that the Chargee shall be given at least fourteen (14) days' prior telegraphic notice of cancellation, alteration, termination or expiry of this policy or any failure by the Chargor and / or Customer to pay any contributions as and when due. The Chargee shall have no obligation whatsoever to pay any contributions or costs but shall have the right to do so in the event of non-payment by the Chargor and / or Customer. Underwriters (takaful companies) shall promptly advise the Chargee of any act or omission of which the Underwrites (takaful companies) are aware that might void this policy or make the same invalid or unenforceable in whole or in part”.*

(e) **Loss Payable Clause**

The Chargor and/or Customer covenant that the Chargor and/or Customer shall cause the relevant takaful companies to include the following loss payable clause or a substantially similar loss payable clause acceptable to the Chargee in each takaful policy taken out:

*“This takaful and the benefits thereof, including all claims of whatsoever nature in respect of the Assets and each and every right hereunder have been assigned to AmBank Islamic Berhad (formerly known as AmIslamic Bank Berhad) (Company No. 295576-U)”.*

**SECTION 7.05                    ASSIGNMENT OF TAKAFUL**

The Chargor hereby assigns to the Chargee all the rights, title and interest in, to and under all takaful policies including all proceeds and all the benefits thereof and all claims of whatsoever nature thereunder and the rights under such takaful policies.

**SECTION 7.06                    EVIDENCE OF TAKAFUL**

On the date of the execution of this Charge or at such later date as the Chargee may require, the Chargor and/or Customer shall furnish the Chargee with the originals of all takaful policies assigned hereunder and all binders and certified copies of cover notes or other written evidence satisfactory to the Chargee showing that the required takaful of each type has been placed. No change shall be made in any takaful policy without the Chargee's prior written consent. The Chargor and/or Customer shall promptly furnish the Chargee with the duplicate of all policies assigned hereunder, cover notes and certificates and renewals thereof.

**SECTION 7.07                    CHARGEES RIGHT TO COLLECT PROCEEDS AND COVER**

The Chargee is hereby authorised but not required, in its own name or in the name of the Chargor and/or Customer to demand, collect, give receipts for and prosecute all necessary actions in the courts to recover any and all takaful monies that may become due and payable under the takaful policies. If the Chargor and/or Customer at any time fails to pay or cause to be paid when due any takaful contributions, calls or other costs related to obtaining or maintaining the takaful required hereunder, to obtain any required takaful or to deliver to the Chargee all policies, certificates, contracts of takaful, binders and cover notes and all renewals thereof as required by the provisions of this Charge, the Chargee may, but is not required to, procure such takaful or pay unpaid contributions, or both, and other costs. All expenditure incurred thereby shall be for the account of the Chargor and/or Customer and shall be deemed to be and form part of the Secured Amounts.

**SECTION 7.08                    COMPLIANCE WITH TAKAFUL TERMS, LAWS, REGULATIONS ETC.**

The Chargor and/or Customer shall not do any act, allow or permit any act to be done (whether by omission or commission), whereby the takaful policies may become void or voidable, or may become a ground of repudiation by the insurers or allow the Property to be used in any manner not permitted under the takaful policies.

**SECTION 7.09                    APPLICATION OF TAKAFUL MONEY**

The Chargee may require any money received on any takaful relating to the Property whether effected by the Chargee or by the Chargor and/or Customer to be applied in or towards making good the loss or damage in respect of which the money is received or receivable or in or towards the discharge of the Secured Amounts or any other monies secured hereby and the Chargor and/or Customer shall hold any money received on such takaful in trust for the Chargee and the Chargee may receive and give a good discharge for any such monies.

**ARTICLE VIII**

**DISCHARGE**

**SECTION 8.01                    DISCHARGE OF SECURED AMOUNTS**

Subject to Section 11.05 hereof but otherwise notwithstanding anything to the contrary contained herein, it is hereby agreed that upon satisfaction or discharge by payment or otherwise of the whole of the

Secured Amounts and other monies due under this Charge all the provisions herein contained shall cease to be of any effect but without prejudice to the Chargee's rights and remedies against the Chargor and/or Customer in respect of any antecedent claim or breach of covenant.

## ARTICLE IX

### ACQUISITION OF PROPERTY

#### SECTION 9.01            GOVERNMENT ACQUISITION

In the event that the Property or any part thereof shall at any time become the subject matter of or be included in any notice notification or declaration concerning or relating to acquisition by government or any governmental authority or any enquiry or proceedings in respect thereof or if any government or governmental authority shall condemn, nationalise, seize or otherwise expropriate all or any substantial part of the Property or other assets of the Chargor and/or Customer shall have assumed custody or control of such Property or other assets or of the business or operations of the Chargor and or Customer or any action that would prevent the Chargor and/or Customer or its officers from carrying on the operations of the Chargor and/or Customer, the Chargor and/or Customer shall forthwith inform the Chargee of the same and shall forward to the Chargee a copy or copies of any such notice notification or declaration as soon as the same shall be delivered to or served on the Chargor and/or Customer.

#### SECTION 9.02            POWER TO ENGAGE ADVISERS

The Chargee shall be entitled to engage such advisers and agents (including solicitors and valuers) as it may think fit for the purposes of appearing or attending at or advising upon any enquiry or proceedings affecting concerning or relating to any such acquisition, expropriation or any of the matters referred to in Section 9.01 hereof at the expense of the Chargor and/or Customer.

#### SECTION 9.03            APPLICATION OF COMPENSATION MONIES

- (a) All monies received as or by way of compensation in respect of any of the matters referred to in Section 9.01 hereof shall be applied in or towards the discharge or payment of the Secured Amount or other sums of monies then due and payable by the Chargor and/or Customer under this Charge and the Master Facility Agreement and the Chargor and/or Customer shall, and hereby declare that the Chargor and/or Customer will hold all such monies if paid to and received by hereunder in trust for the Chargee and the Chargor and/or Customer agrees and confirms that the Chargee may receive and give a good discharge for all such monies.
  
- (b) In the event of all such monies being less than the amount due to the Chargee hereunder, the Chargor and/or Customer shall forthwith pay to the Chargee the difference between the amount due and the amount so received and until such payment, shall also pay late payment charge on such difference calculated in the manner then applicable to the monies hereby or intended to be hereby secured.

## ARTICLE X

### LAW AND LEGAL PROCESS

#### SECTION 10.01        LAW

The parties hereto agree that this Charge shall be governed by the laws of Malaysia and in relation to any legal action or proceedings arising out of or in connection with this Charge ("Proceedings") and each

of the parties hereto irrevocably agrees that the Courts of Malaysia shall have exclusive jurisdiction for the purpose of any Proceedings arising out of or in connection with the Charge, and, for such purposes, irrevocably submits to the jurisdiction of such courts.

## **SECTION 10.02 SERVICE OF NOTICE / LEGAL PROCESS**

### **(1) NOTICES**

- (a) Unless otherwise provided herein any demand or notice or request for Payment of the Secured Amounts and any other monies in this Charge to the Chargor and/or Customer shall be in writing and signed by the General Manager, Manager, Accountant or other officer of the Chargee or any solicitor or firm of solicitors purporting to act for the Chargee and may be made by letter addressed to the Chargor and/or Customer and sent by ordinary post or dispatched by personal delivery to the address of the Chargor and/or Customer stated in Section 2 and 3 respectively of the First Schedule hereto or the usual or last known place of business, employment or residence of the Chargor and/or Customer and any such notice if sent by post shall be deemed to have been to have been served three (3) days after the letter containing the same is put into the post office at Kuala Lumpur or any such place where a branch of the Chargee is located and in proving such service it shall be sufficient to prove that the letter was properly addressed, stamped and put in a post office at Kuala Lumpur or any such place where a branch of the Chargee is located and notwithstanding the fact that such letter may be returned undelivered or unclaimed.
- (b) Any demand, notice, request under or in connection with this Charge to be given to the Chargee shall be in writing and signed by the Chargor and/or Customer and may be made by letter addressed to the Chargee and sent by registered post or dispatched by personal delivery to the address abovestated of the Chargee or such other address as may be notified by the Chargee and shall only be deemed to have been served on the Chargee at the date of actual receipt thereof by the Chargee.
- (c) Notwithstanding anything to the contrary herein provided, any letter demand notice statement reminder or certificate (hereinafter generally referred to as the "Said Document(s)") required to be given by the Chargee hereunder shall not require to be under the hand of or signed by any officer of the Chargee where it is stated on such Said Document(s) that the Said Document(s) is computer generated and no signature is required.

### **(2) LEGAL PROCESS**

- (a) The service of any such Legal Process pursuant to any rules of High Courts or rules of the Subordinate Courts and any courts of competent jurisdiction shall be deemed to have been sufficiently given or served to the Chargor and/or Customer:-
  - (i) If sent by hand, at the time a copy of the legal process is left at the address of the Chargor and/or Customer herein stated or at such other address as the Chargor and/or Customer may notify the Chargee; or
  - (ii) If sent by prepaid registered post (not being AR Registered Post), on the 7<sup>th</sup> day (including the day of posting) from the date the legal process is put into post addressed to the Chargor and/or Customer at the address of the Chargor and/or Customer herein stated or such other address as the Chargor and/or Customer may notify to the Chargee.

- (b) No change in the address for service of either party howsoever brought about shall be effective or binding on either party unless that party has given to the other party actual notice of its change of address for service and nothing done in reliance on this Section shall be affected or prejudiced by any subsequent change in the address of service over which the other party has no actual knowledge of at the time the act or thing was done or carried out.

## ARTICLE XI

### GENERAL / MISCELLANEOUS

#### SECTION 11.01            TIME

Time shall be of the essence of this Charge.

#### SECTION 11.02            RIGHTS CUMULATIVE, WAIVERS

The rights and remedies of the Chargee in this Charge are cumulative, may be exercised as often as the Chargee considers appropriate and are in addition to any rights and remedies provided by law.

- (a) No failure or delay on the part of the Chargee in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the Chargee under this Charge shall impair any such right, power, privilege, or remedy or be construed as a waiver thereof or in acquiescence in any such default, affect or impair any right, power, privilege or remedy of the Chargee in respect of any other or subsequent default.
- (b) No defective or partial exercise of any rights, power, privilege or remedy shall prevent any further exercise of that or any other such rights, power, privilege or remedy, or more generally the exercise of rights and remedies provided by law.
- (c) The rights, power, privilege or remedy accruing to the Chargee arising under this Charge shall not be capable of being waived or varied unless by an express waiver or variation in writing.
- (d) No act or course of conduct or negotiation on the Chargee's part or on its behalf shall in any way preclude it from exercising any such right, power, privilege or remedy or constitute a suspension or any variation of any such right, power, privilege or remedy.

#### SECTION 11.03            RECONSTRUCTION OF THE CHARGE, CHARGOR AND / OR CUSTOMER

- (a) The security, liabilities and/or obligations created by this Charge shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, merger, acquisition, restructuring, reconstruction, take-over, dissolution, revocation or otherwise which may be made in the constitution of the Chargee or any of any company by which the business of the Chargee may for the time being be carried on and shall be available to the company carrying on that business for the time being.
- (b) The security, liabilities and/or obligations created by this Charge shall continue to be valid and binding for all purposes whatsoever notwithstanding any change whether by reason of bankruptcy, death, insanity or otherwise howsoever in the name, style or composition of the Chargor and/or Customer and notwithstanding any change in the name of the Chargor and/or Customer and the expression "the Chargor" or "the Customer" in this Charge includes the person for the time being deriving title from the Chargor or the Customer and it is expressly

declared that no change whatsoever in relation to or affecting the Chargee or the Chargor and/or Customer, shall in any way affect the security, liabilities and/or obligations created hereunder in relation to any transaction whatsoever whether past present or future.

#### **SECTION 11.04 STAMP DUTIES AND REGISTRATION FEES**

The Chargor and/or Customer shall pay all stamp duties, fees or other charges payable on or incidental to the execution, issue, delivery, registration and enforcement of this Charge (including any penalties for late payment thereof attributable to default by the Chargor and/or Customer) and any documents related thereto and all legal costs and expenses in connection with or incidental to this Charge whether or not the Facility may be aborted before utilisation for any reason whatsoever and shall reimburse the Chargee for any such duties, fees or other charges and penalties if paid by the Chargee. The Chargee reserves the right to debit all such expenses from the Chargor and/or Customer and/or Customer's account(s) with the Chargee.

#### **SECTION 11.05 MODIFICATIONS AND INDULGENCE**

Subject to Shariah, the Chargee may, upon serving a twenty-one day(21) notice to the Chargor and/or Customer, at any time and without in any way affecting the security hereby created: -

- (a) determine, vary, modify, cancel, restructure, earmark, reduce or increase any financing or other facility granted or to be granted to the Customer and may open or continue any account or accounts current or otherwise (or both) with the Chargor and/or Customer at any branch or branches of the Chargee;
- (b) grant to the Chargor and/or Customer or any security party any time, indulgence or waiver or consent or release;
- (c) deal with, exchange, release or modify or abstain from perfecting or enforcing any security or other guarantee or right it may now or at any time hereafter or from time to time have from or against the Chargor and/or Customer, Security Party or any other person;
- (d) enter into any deed of composition with the Chargor and/or Customer, any Security Party or any other person or guarantor;
- (e) vary the number and or the amount of the Monthly Instalments or the instalment payment dates;
- (f) vary from time to time or amend any of the terms and conditions of the Facility given herein to comply with all relevant rules, decisions and rulings of BNM and/or the Association of Islamic Banking Institutions Malaysia whether the same be made before or after the creation of this Charge herein;
- (g) renew any bills, notes or other negotiable securities;
- (h) compound with the Chargor and/or Customer or any other person;
- (i) have recourse to all or any remedies or means for recovering the monies hereby secured which may be available for such purpose at such time and in such order and manner as the Chargee may think fit.

And the Chargor and/or Customer hereby irrevocably and unconditionally consent to all of the above events and declare no further consent shall be required from the Chargor and/or Customer in respect thereof. **SUBJECT ALWAYS** no failure, delay or other relaxation or indulgence on the part of the Chargee to exercise any power, right or remedy hereunder or at law shall operate as a waiver thereof



nor shall any single or any partial exercise or waiver of any such power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

**SECTION 11.06 COSTS**

- (a) The Chargor and/or Customer shall be liable to pay all fees and expenses in connection with or incidental to this Charge including the Chargee's solicitor's fee (on a solicitors and client basis) in connection with the preparation and execution of this Charge and the documents related thereto. If the Secured Amounts or any part thereof shall be required to be recovered through any process of law, or if the Secured Amounts or any part thereof shall be placed in the hands of solicitors for collection, the Chargor and/or Customer shall pay (in addition to the monies then due and payable hereunder) the Chargee's solicitor's fees (on a solicitor and client basis) and any other fees and expenses incurred in respect of such collection and the account of the Chargor and/or Customer shall be debited accordingly.
- (b) Unless expressly stated otherwise, the Chargor and/or Customer agrees that all monies payable by the Chargor and/or Customer for the provision of any supply made under or in connection with this Charge is exclusive of GST. Any GST on such supplies shall be borne and paid by the Chargor and/or Customer to the Chargee in addition to the amounts due.

**SECTION 11.07 EXPENDITURE INCURRED BY THE CHARGEЕ FOR AND ON BEHALF OF THE CHARGOR AND/OR CUSTOMER**

All monies expended by the Chargee hereunder from time to time for and on behalf of the Chargor and/or Customer (relating to takaful, quit rent, assessment, taxes, repairs, legal costs, stamp duties, registration fees including any expenses incurred by the Chargee in visiting, inspecting or reporting on the business of the Chargor and/or Customer by the Chargee's agent and or consultants) shall be recoverable and be repaid by the Chargor and/or Customer on demand by the Chargee. In default of such payment, such monies shall be deemed to form part of the Secured Amounts and to be secured accordingly hereunder and the account of the Chargor and/or Customer shall be debited accordingly.

**SECTION 11.08 SEVERABILITY**

- (a) Any provision contained herein which is illegal, void, invalid, 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, invalid, prohibited or unenforceable any such provision in any other jurisdiction.

**SECTION 11.09 VALUATION OF THE PROPERTY**

- (a) The Chargor and/or Customer hereby authorises the Chargee to value the Property annually or at such intervals as the Chargee shall in its absolute discretion decide by any valuer or any officer of the Chargee or any person of the Chargee's choice at the Chargor and/or Customer's sole cost and expense and in the event such valuation reveals that the forced sale value of the Property is lower than that at the date hereof the Chargee shall have the absolute discretion to require the Chargor and/or Customer within fourteen (14) days from the date of the notice from the Chargee to charge, pledge, mortgage or deposit with the Chargee the Chargor and/or Customer's stocks and shares, assets, movable property and/or the issue document of title, if any, of all immovable properties vested in the Chargor and/or Customer of such value as the Chargee may from time to time require or for such tenure as the Chargee requires by way of further and

additional security for the total amount owing for the time being under this Charge and the Master Facility Agreement.

- (b) If the forced sale value of the Property has in the opinion of the Chargee fallen (whose opinion shall not be questioned on any account whatsoever) to the extent that the aggregate of Secured Amounts shall be exceeded and the Chargor and/or Customer shall fail upon request to provide further and additional security as required by the Chargee to restore or maintain the aggregate of the Secured Amounts, the Chargee shall be entitled at its absolute discretion to demand and require the Chargor and/or Customer to make immediate payment of such amount and in such manner as may be necessary to reduce the aggregate of the Secured Amounts and failure by the Chargor and/or Customer to do so shall be deemed (with or without notice on the Chargee's part) to be an Event of Default.

**SECTION 11.10 CROSS-DEFAULT**

- (a) It is hereby expressly declared that any breach of the terms, conditions, stipulations and agreements contained in this Charge and other documents relating to the Facility or any amendments thereof shall be deemed to be a breach hereunder and shall entitle the Chargee to enforce any of the remedies herein.
- (c) Notwithstanding the provisions relating to the payment of monies as hereinbefore provided the Chargor and/or Customer hereby expressly agrees that if any sum shall be due from the Chargor and/or Customer to the Chargee from time to time or at any time or if the Chargor and/or Customer may be or become liable to the Chargee anywhere on a banking account or any other current account or otherwise or in any manner whatsoever or if default is made in any provisions of such accounts or in any other facilities granted by the Chargee or any company(ies) within the AmBank Group to the Chargor and/or Customer or in any the provision herein, then and on such event, the Secured Amount together with all monies payable under such accounts or other facilities as aforesaid shall immediately become due and payable and the security herein become immediately enforceable.

**SECTION 11.11 SUSPENSE ACCOUNT**

Any money received whether before or after taking any recovery action or enforcement proceedings under this Charge hereunder may be placed and kept to the credit of a non-profit bearing suspense account for so long as the Chargee thinks fit without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any money or liabilities due or incurred by the Chargor and/or Customer to the Chargee. Notwithstanding any such payment in the event of proceedings in or analogous to bankruptcy, liquidation, composition or arrangement, the Chargee may prove for and agree to accept any dividend or composition in respect of the whole or any part of such money and liabilities in the same manner as if this security had not been created.

**SECTION 11.12 ALL PAYMENTS RECEIVED TO BE PAYMENT IN GROSS**

All monies received by the Chargee from any person or estate capable of being applied in reduction of the Secured Amounts shall be regarded for all purpose as payments in gross and if a receiving order shall be made against any person liable to the Chargee, and if a receiving order shall be made or any effective resolution be passed for the winding-up of any Company liable to the Chargee, the Chargee may prove for the whole of the monies then owing and no money received under such proof shall be considered as having been received and the full amount owing shall be payable until the Chargee has received from all source one hundred cent in the Ringgit Malaysia and if the amount ultimately received by the Chargee exceeds the amount of the ultimate balance owing to the Chargee the excess only over such ultimate balance shall be repaid to the person or party on whose account the same shall have been received by the Chargee.

## SECTION 11.13 DISCLOSURE OF INFORMATION

- (a) The Chargor and/or Customer hereby irrevocably agrees and permits to the Chargee and / or its officer any information, records and documents relating to this Charge, the Facility, the Security Party, the Transaction Documents or the assets or affairs of the Chargor and/or Customer or the Security Party or the accounts or future accounts of the Chargor and/or Customer with the Chargee:
- (i) Central Credit Unit, Biro Maklumat Cek / BNM / or any credit rating agency or any other bureau or credit reporting agency whether or not established pursuant to Malaysian legislation or any other government or regulatory authority/body, or enforcement agencies authorized under the IFSA, or such other authority having jurisdiction over the Chargee or to any third party, if required by any law;
  - (ii) to the personal representative of the Customer's estate or to the Customer's committee or the trustee appointed by the court to manage the assets and affairs of the Customer where the Customer is found to be a mentally disordered person or of unsound mind;
  - (iii) to any Security Party or any potential transferee or assignee of the Chargee;
  - (iv) to any person proposing or intending to make or tender payment towards the Customer's liabilities under the Facility; or to any person following the occurrence of an Event of Default;
  - (v) to any party pursuant to any arrangement, composition, merger, acquisition / restructuring between the Chargee and such parties;
  - (vi) to AmBank Group , and to any person or company which are providing to the Chargee any services and expertise relating to legal, shariah, accounting, auditing, credit, administration, processing, data management or other advisory services;
  - (vii) to any party where such disclosure is, in the opinion of the Chargee, necessary for or related to the review, due diligence activities or enforcement or protection or the attempted enforcement or protection of any rights or interest of the Chargee and/or the AmBank Group;
  - (viii) to the debt collection agents by any company under the AmBank Group;
  - (ix) to any central depository or authorised depository agent (as those terms are defined in the Securities Industry (Central Depositories) Act 1991).
- (b) The Chargor and/or Customer irrevocably consent to the Chargee disclosing Chargor's and/or Customer credit information (as defined under the Credit Reporting Agencies Act 2010) to any credit reporting agency in Malaysia and authorises the Chargee to receive Chargor's and/or Customer credit report (as defined under the Credit Reporting Agencies Act 2010) from the credit reporting agency. The Chargor and/or Customer irrevocably consent with the Chargee that such disclosure of credit information and obtaining of credit reports can be performed by the Chargee at any time during and/or after the cessation of relationship between the Chargee and the Chargor and/or Customer, including when there is any default / outstanding amount due to the Chargee from the Chargor and/or Customer.
- (c) The Chargor and/or Customer acknowledges and agrees that the Chargee shall be entitled to obtain, use, process and disclose data on the Assignor and/or the Security Party for the Chargee

to discharge its duties under this Charge and/or pursuant to the Facility. As far as individuals are concerned, such data shall include names, telephone numbers, identity card numbers and addresses and such individuals have a right of access to the personal data that the Chargee may hold about such individuals pursuant to the Personal Data Protection Act 2010 (Act 709).

- (d) This clause shall survive the termination of this Charge.

#### **SECTION 11.14            PRIVACY CLAUSE**

- (a) The Chargor and/or Customer confirms having read, understood and agreed to be bound by the Privacy Notice of AmBank Group (which is available at [www.ambankgroup.com](http://www.ambankgroup.com)) and the clauses herein, as may relate to the processing of the Chargor and/or Customer's personal information. For the avoidance of doubt, the Chargor and/or Customer agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Charge.
- (b) In the event the Chargor and/or Customer provide personal and/or financial information relating to third parties, including but not limited to information relating to the Chargor and/or Customer's next-of-kin, dependants, authorised signatories, directors, shareholders, officers, and Security Parties for the purpose of the Facility, the Chargor and/or Customer:
- (i) confirm that the Chargor and/or Customer has obtained their consent or are otherwise entitled to provide the information to the Chargee and for the Chargee to use it in accordance with this Letter of Offer and to provide information on the Chargee's products, services and/or offers (inclusive of the products, services and offers of the other entities within AmBank Group) which the Chargee and/or entity within AmBank Group believe may be of interest and/or beneficial to them;
  - (ii) agree to ensure that the personal and financial information of the said third parties is accurate;
  - (iii) agree to update the Chargee in writing in the event of any material change to the said personal and financial information; and
  - (iv) agree to the Chargee's right to terminate the Facility should such consent be withdrawn by any of the said third parties.
- (c) Where the Chargor and/or Customer instruct the Chargee 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 the Chargee's agents abroad, overseas regulators and/or authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Chargee and/or our agents to enter into any cross-border transaction on the Chargor and/or Customer's behalf, the Chargor and/or Customer agree to the above said disclosures on behalf of the Chargor and/or Customer and others involved in the said cross-border transaction.
- (d) Additionally, but always subject to any laws, (including regulations, guidelines and/or obligations) applicable to the Chargee (whether in or outside Malaysia), the Chargor and/or Customer agree that other companies in AmBank Group, their merchants and strategic partners may contact the Chargor and/or Customer about products, services and offers, which the Chargee and AmBank Group believe may be of interest or beneficial to the Chargor and/or Customer.

- (e) The Chargee and AmBank Group may communicate with Chargor and/or Customer through various channels, including telephone, e-mail, electronic / mobile messaging, facsimile or post, using the contact information Chargor and/or Customer has provided.
- (f) The Chargor and/or the Customer may inform the Chargee at any time if the Chargor and/or the Customer do not wish to receive marketing communications from the Chargee, AmBank Group and/or their merchants and business partners, by contacting the Chargee at the various channels given below:

Customer Service Officer

Phone : 1300 80 8888 (Domestic) or (603) 2178 8888 (Overseas) [24 hours]

E-mail : [customercare@ambankgroup.com](mailto:customercare@ambankgroup.com)

Post : Privacy, AmBank Contact Centre, P.O. Box No. 12617, 50784 Kuala Lumpur

- (g) The Chargor and/or Customer's latest written instructions to the Chargee will prevail. The Chargor and/or Customer acknowledges that certain communications such as the statements of Facility to the Chargor and/or Customer and AmBank Group's websites may contain standard information regarding other products and services of the Chargee and AmBank Group that cannot be removed without affecting the delivery / operation provision of the Facility and/or without additional costs to the Chargor and/or the Customer.
- (h) The Chargee may use a credit reporting agency to help make decisions, for example when the Chargee needs to:
  - (i) check details on applications for the Facility, financing and financing-related or other facilities granted to the Chargor and/or the Customer;
  - (ii) managing and reviewing the Facility; and/or
  - (iii) recover debts owed by the Chargor and/or the Customer.
- (i) The Chargor and/or Customer will be linked by credit reporting agencies to any other names the Chargor and/or Customer use or may had used, and any joint and several applicants. The Chargee may also share information about the Chargor and/or the Customer and how the Chargor and/or the Customer manage the Facility with relevant credit reporting agencies.
- (j) Even after the Chargor and/or Customer have provided the Chargee with any information, the Chargor and/or Customer will have the option to withdraw the consent given earlier. In such instances, the Chargee will have the right to not provide or discontinue the provision of the Facility that is/are linked with such information.
- (k) The Chargee reserves the right to amend this Section from time to time at the Chargee's sole discretion by providing notice to the Chargor and/or Customer.
- (l) This clause shall be without prejudice to Section 11.14 (Disclosure of Information) of this Charge.

## **SECTION 11.15 CONSOLIDATION AND COMBINATION OF ACCOUNTS**

It is expressly agreed and declared that unless the Chargee otherwise agrees, the Chargor and/or Customer shall not be entitled to redeem or require the release or discharge of any security given by the Chargor and/or Customer to the Chargee and whether given now or hereafter except on payment by the Chargor and/or Customer of not only all monies referred to herein but also all monies whatsoever and howsoever owing or payable or due from the Chargor and/or Customer to the Chargee under any other account whether as a customer, guarantor, assignor or howsoever or otherwise with the Chargee, and without prejudice to the generality of the foregoing it is hereby expressly agreed and declared that

unless the Chargee otherwise agrees in writing the Charge created herein shall not be terminated except on payment:

- (i) of all the Secured Amounts;
- (ii) of all other monies due and owing to the Chargee by the Chargor and/or Customer under any account or accounts of whatsoever nature (whether current, deposit or financing account ) with the Chargee whether or not and however secured; and
- (iii) of all monies secured by any other security created by the Chargor and/or Customer or by any person through whom the Chargor and/or Customer claims in favour of or vested in the Chargee.

**SECTION 11.16 CHARGEES RIGHTS TO SET OFF**

- (a) The Chargor and/or Customer agrees that in the event the Chargor and/or Customer defaults in payment of any part of the Indebtedness, the Chargee shall be entitled to freeze the available balance in Chargor and/or Customer's deposit account maintained with the Chargee and provide a notice of 7 days to the Chargor and/or Customer to make good the defaulted payment of the Indebtedness.
- (b) In the event the Chargor and/or Customer fails to make good the defaulted payment of the Indebtedness within the said 7-day period, the Chargee shall be entitled to set off absolutely such part of the available balance in the deposit account with the defaulted payment of the Indebtedness.
- (c) For the avoidance of doubt, the Chargee's right of set-off herein can be exercised by the Chargee even:
  - (i) on a joint deposit account where the Chargor and/or Customer is only one of joint deposit accountholder;
  - (ii) on a deposit account maintained by the Chargor and/or Customer with other entities in AmBank Group;
  - (iii) in the event of Chargor and/or Customer's demise, bankruptcy / insolvency, composition with its creditors or any legal proceedings against the Chargor and/or Customer.

**SECTION 11.17 SUCCESSORS BOUND**

This Charge binds the heirs, liquidators, receivers, assigns, personal representatives and successors-in-title, as the case may be, of the parties hereto.

**SECTION 11.18 CERTIFICATE OF INDEBTEDNESS**

It is hereby agreed that any admission or acknowledgement in writing by the Chargor and/or Customer or by any person authorised on behalf of the Chargor and/or Customer or a judgment (by default or otherwise obtained against the Chargor and/or Customer) or a statement of account in writing showing the Indebtedness of the Chargor and/or Customer which is duly certified by an authorised officer of the Chargee shall be binding and conclusive evidence against the Chargor and/or Customer for whatsoever purpose including as being conclusive evidence of the Indebtedness in a court of law.

**SECTION 11.19 GENERAL INDEMNITY**

The Chargor and/or Customer shall at all times hereafter save harmless and keep the Chargee indemnified against all actions, proceedings, claims, demands, penalties, costs and expenses which may be brought or made against or incurred by the Chargee by reason or on account of the non-observance of all or any of the stipulations on the part of the Chargor contained in the Sale and Purchase Agreement or otherwise howsoever.

**SECTION 11.20 EFFECTIVE DATE**

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

**SECTION 11.21 RIGHT TO ASSIGN**

- (a) The Chargee may at any time without the consent or concurrence of the Chargor and/or Customer transfer the benefits, rights, interests and obligations of this Charge to any person or financial institution upon such terms as the Chargee shall deem fit.
- (b) All cost and expenses of the Chargee and or the transferee of and incidental to such transfer shall be payable by the Chargor and/or Customer and any statement or recital in the documents of transfer of the amount then due to the Chargee under and by virtue of this Charge shall be prima facie evidence that such amounts is in fact due and shall be conclusive and binding on the Chargor and/or Customer.
- (c) The Chargor and/or Customer shall not assign or transfer any of its rights and obligations hereunder without the consent of the Chargee.

**SECTION 11.22 DEBIT OF ACCOUNT**

The Chargee is hereby authorised at any time without notice to the Chargor and/or Customer to debit any of the account with the Chargee in respect of Chargee's charges and all other monies due and payable hereunder.

**SECTION 11.23 NON-CONTRAVENTION OF THE MALAY RESERVATION ENACTMENT AND THE ACTS**

In the event that the approval of a Ruler in Council or other relevant authority, as the case may be shall be needed or become necessary to give effect to the transactions herein, it shall be the sole responsibility of the Chargor and/or Customer to obtain such approval prior to the execution of this Charge and/or the other Security Documents (if any) and the Chargor and/or Customer hereby undertakes to obtain or cause to obtain such approval of the same.

**SECTION 11.24 PRINCIPAL AND SECONDARY INSTRUMENT**

**IT IS HEREBY AGREED AND DECLARED THAT** this Charge is among the instruments employed in one transaction relating to the Facility for the purpose of Section 4(3) of the Stamp Act, 1949 (Consolidated and Revised, 1989) and for the purpose of the said Section, this Charge is deemed to be the secondary or subsidiary instrument.

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*[The remaining space of this page has been intentionally left blank]*

**EXECUTION**

**IN WITNESS WHEREOF** the parties hereto have hereunto set their respective hands of the day and year set out in Section 1 of the Schedule hereto.

**SIGNED** by the abovenamed Chargor ]  
] ]  
in the presence of:- ]

-----  
Name:

-----  
Name:

**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:



**FIRST SCHEDULE**

(This is to be taken read and construed as an integral part of this Charge)

<b>Section No.</b>	<b>Item</b>	<b>Particulars</b>
1.	The day and year of this Charge	
2.	Name and description of Chargor Address/Registered Address	
3.	Name and description of Customer Address/Registered Address	
4.	Chargee's place of business	
5.	Particulars of the Property	
6.	The date of Sale and Purchase Agreement	
7.	(a) Name and descriptions of the Developer / Vendor  (b) Name and descriptions of the Proprietor	
8.	The Facility	

9.	The date of the Letter of Offer	
10.	The date of the Master Facility Agreement	