

## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** is made the date stated in **Section 1 of the Schedule**.

### BETWEEN

The party whose name and particulars are set out in **Section 2 of the Schedule** (the “**Customer**”) of the one part;

### AND

**AmBank Islamic Berhad** (*formerly known as AmIslamic Bank Berhad*) (**Company No. 295576-U**), a company incorporated in Malaysia with its registered office at 22<sup>nd</sup> Floor, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur and having a place of business at the address stated in **Section 3 of the Schedule** (the “**Bank**”) on the other part.

**WHEREAS IT IS AGREED** as follows:

### 1. RECITAL

- 1.1 By the Agreement (hereinafter defined), the Bank has, at the request of the Customer, agreed to grant, granted or made available or agreed to grant or make available or to continue to grant or to make available to the Customer the Facility (hereinafter defined) in accordance with the Shariah Principle under the concept as set out in **Section 4 of the Schedule** upon the terms and subject to the conditions in the Agreement.
- 1.2 The Customer is currently the beneficial owner of the asset(s) more particularly described in **Section 5 of the Schedule** (the “**Asset**”).

### 2. INCORPORATION OF THE AGREEMENT INTO THIS ASSET PURCHASE AGREEMENT

It is expressly understood by the parties that all the provisions, covenants, stipulations, conditions, undertakings, warranties and agreements contained in the Agreement, shall unless repugnant to any of the provisions contained herein, be repeated and incorporated herein and shall be applicable with full force and effect as if the same were set out herein. Notwithstanding the above, in the event of any conflict or inconsistency between the provisions of this Asset Purchase Agreement and the Agreement, the provisions of this Asset Purchase Agreement shall prevail for the purpose of interpretation and enforcement of this Asset Purchase Agreement.

### 3. DEFINITIONS AND INTERPRETATION

#### 3.1 Definitions

Words and expressions used in this Asset Purchase Agreement shall, unless otherwise defined herein, have the same meanings which are used in the Agreement:

“**Agreement**” means the letter of offer or facility agreement made the date stated in **Section 6 of the Schedule** between the Customer and the Bank and includes the same as amended, modified or supplemented from time to time;

“**BNM**” means Bank Negara Malaysia and includes its subsidiaries and bureaus established by it;

“**Facility**” means the banking facility more particularly described in **Section 7 of the Schedule** granted or made available or agreed to grant or make available or to continue to grant or to make available by the Bank to the Customer based on the Shariah Principle;

“**Land Acts**” means the National Land Code 1965 (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 as the case may be;

**“Purchase Price”** means the purchase price for the Asset as set out in **Section 8 of the Schedule** which shall be payable by the Bank in cash to the Customer for the purchase of the Asset by the Bank from the Customer;

**“SAC”** means Shariah Advisory Council established by BNM pursuant to section 51 of the Central Bank of Malaysia Act 2009;

**“Shariah Committee”** means the committee established by the Bank for the purposes of advising the Bank on all *Shariah* related matters pertaining to Islamic banking;

**“Shariah Principle”** means the rules, principles and parameters of Islamic law as interpreted, ascertained, determined or pronounced by the SAC and/or the Shariah Committee;

**“Taxes”** means any taxes, including but not limited to sales and services tax, value added tax, consumption tax, consumer tax, indirect tax, service tax, duties, levies and other taxes which may now be or hereafter imposed by the Government of Malaysia; and

**“this Asset Purchase Agreement”** means this asset purchase agreement made between the Bank and the Customer for the purchase of the Asset by the Bank from the Customer for the purpose of and in order to effect the Facility and includes any amendments, variations and/or supplementals thereto.

### 3.2 *Interpretation*

- (a) Words denoting the singular includes the plural number and vice versa.
- (b) Words importing the masculine gender include the feminine and neuter genders and vice versa.
- (c) The headings and sub-headings to Clauses in this Asset Purchase Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Asset Purchase Agreement.
- (d) References to Clauses are to be construed as references to Clauses of this Asset Purchase Agreement, unless stated otherwise.
- (e) References to the provisions of any legislation include a reference to any statutory modification or re-enactment thereof.
- (f) Any liberty or power or discretion which may be exercised or any determination which may be made hereunder by the Bank may be exercised or made in the Bank’s sole, absolute and unfettered discretion without any obligation to give any reason therefore; and any opinion rendered by the Bank, shall be final and binding upon the Customer.
- (g) Where two or more person or persons included or comprised in any expression, agreements, covenants, terms, stipulations and undertakings expressed to be made by or on the part of such person or parties shall be deemed to be made by and binding upon such persons or parties jointly and severally unless where otherwise provided.
- (h) Words denoting an obligation on a person to do any act matter or thing includes an obligation to procure that it be done and words placing a person under a restriction includes an obligation not to permit infringement of the restriction save where otherwise provided; and “due”, “owing”, “payable” and “receivable” shall similarly construed.
- (i) Words applicable to natural persons include any body, person, company, corporation, firm or partnership, corporate or otherwise and vice versa.
- (j) The word “herein”, “hereinafter”, “hereof”, “hereunder” and other words of similar import shall refer to this Asset Purchase Agreement as a whole and not to any particular provision.
- (k) The words “monies”, “Ringgit Malaysia” and the symbol “RM” shall be construed as the Malaysian currency.

- (l) The schedule shall form an integral part of this Asset Purchase Agreement and shall be taken, read and construed as an essential part of this Asset Purchase Agreement.

#### **4. AGREEMENT TO PURCHASE**

##### *4.1 Agreement to Purchase*

The Customer hereby sells and the Bank hereby purchases, the Asset free from encumbrances at the Purchase Price, upon the terms and conditions of this Asset Purchase Agreement.

##### *4.2 Passing of Ownership and/or Rights*

The ownership in and/or rights to the Asset shall pass to the Bank upon the execution of this Asset Purchase Agreement.

##### *4.3 Utilisation of the Purchase Price*

Subject to the fulfillment of all the conditions precedent stipulated in this Asset Purchase Agreement and Clause 5.1 (*Conditions Precedent For Payment/Release of the Purchase Price*) below, the Purchase Price shall be paid by the Bank to the Customer in accordance with the terms set out in the Agreement by such amounts and upon such contingencies terms and conditions as the Bank may in its absolute discretion decide by way of part release or in whole or otherwise and such payment shall be deemed to be effective payment to or for the benefit of the Customer.

#### **5. CONDITIONS PRECEDENT**

##### *5.1 Conditions Precedent For Payment/Release of the Purchase Price*

Notwithstanding any other provisions contained in this Asset Purchase Agreement, the Bank shall not be bound to make available or continue to make available the Purchase Price or any part thereof unless and until the following have been fulfilled to the full satisfaction of the Bank:-

- (a) the relevant conditions precedent to disbursement as set out in the Agreement; and
- (b) the conditions for utilisation as set out in the Agreement.

##### *5.2 Compliance with the Conditions Precedent*

Notwithstanding Clause 5.1 (*Conditions Precedent For Payment/Release of the Purchase Price*), pending the fulfillment in the manner satisfactory to the Bank of the conditions precedent stipulated above, the Bank may at its absolute discretion cancel or terminate the release of the Purchase Price or any part or parts thereof.

#### **6. MISCELLANEOUS**

##### *6.1 Variation of Terms*

It is hereby expressly agreed and declared by the parties herein that notwithstanding any of the provisions of this Asset Purchase Agreement to the contrary, the provisions and terms of this Asset Purchase Agreement may at any time and from time to time and subject to Shariah Principles be varied or amended by means of a mutual exchange of letters or a formal contract or by such other means as the Bank may determine at its discretion from time to time and thereupon such amendments and variations shall be deemed to become effective as at the date stated in the notification and the relevant provisions of this Asset Purchase Agreement shall be deemed to have been amended or varied accordingly and shall be read and construed as if such amendments and variations have been incorporated in and had formed part of this Asset Purchase Agreement at the time of execution hereof.

##### *6.2 Application of the Land Acts*

For the avoidance of doubt it is hereby agreed and declared that this Asset Purchase Agreement is entered into for the purpose of and in order to effect the Facility and in the event that the provisions of the Land Acts shall become applicable or would be contravened in the process or any approval under the applicable Land Acts is obtained or become necessary, it shall be the sole responsibility of the Customer to obtain such approval prior to the execution of this Asset Purchase Agreement and the Customer hereby undertakes with the Bank to obtain or cause to obtain such approval.

*6.3 Reconstruction of Customer and Bank*

The liabilities and/or obligations created by this Asset Purchase Agreement and/or any transaction entered into thereunder whether past present or future shall continue to be valid and binding on the Bank and the Customer 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 Bank and/or the Customer.

*6.4 Severability*

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

*6.5 Successors Bound*

This Asset Purchase Agreement shall be binding upon and enure for the benefit of the successors in title, transferees and assigns of the Bank and upon the successors in title, permitted assignees or upon the heirs and personal representatives of the Customer.

*6.6 Independent Legal Advice*

The Customer is hereby reminded to seek and obtain its own independent legal advice.

*6.7 Effective Date*

The parties hereto agree that this Asset Purchase Agreement shall come into force on the date of this Asset Purchase Agreement irrespective of the diverse dates upon which the parties may have each executed this Asset Purchase Agreement respectively.

*6.8 The Language of the Document*

The chosen language in this document is the English language and shall prevail in the event of differences in meaning over the version of this Asset Purchase Agreement in any other language.

*6.9 Determination by SAC*

- (a) The Bank shall have the right to refer the following to SAC relating to any matters herein regarding the Facility and/or the terms of this Asset Purchase Agreement:-
  - (i) where there is a dispute or issue which relates, arose or pertains to a SAC’s or Shariah Committee’s determination or ruling; or
  - (ii) where there is to be a determination as to whether there is any element which is inconsistent with *Shariah* relating to Islamic financial business or matters within SAC’s ambit as prescribed by the provisions of the Central Bank of Malaysia Act 2009.
- (b) A ruling made by the SAC pursuant to the reference, shall be binding on the Customer.

*6.10 Taxes*

Unless expressly stated otherwise in this Agreement, the parties agree that fees and other monies payable under this Agreement and Security Documents are exclusive of Taxes and such Taxes shall be borne by the Customer.

*6.11 Signing In Counterparts*

This Asset Purchase Agreement may be signed in counterparts and such counterparts shall be deemed to be one and the same instrument.

*6.12 Stamp Duty Declaration*

It is hereby agreed and declared that this Agreement is among the instruments employed in one transaction to secure the Facility and all other monies due and payable thereon within the meaning of Section 4(3) of Stamp Act, 1949 (Consolidated and Revised, 1989) and for the purpose of the said Section, this Agreement is deemed to be the subsidiary instrument.

*(The remainder of this page is intentionally left blank)*

\*By Company or Corporation

IN WITNESS WHEREOF the Common Seal of the Customer was hereunto affixed and the Attorneys/authorised signatory(ies) of the Bank has hereunto set his hand the day and year first abovewritten.

**The Bank**

SIGNED by	)	<b>AmBank Islamic Berhad</b>
	)	<i>(Formerly known as AmIslamic Bank Berhad)</i>
	)	(Company No. 295576-U)
as Attorneys/authorised signatory(ies) for and on	)	By its Attorneys/authorised signatory(ies)
behalf of <b>AmBank Islamic Berhad</b>	)	
<i>(Formerly known as AmIslamic Bank Berhad)</i>	)	
(Company No. 295576-U)	)	
in the presence of:-	)	

.....

**REMINDER: The Customer is hereby reminded to read and understand the terms and conditions of this Agreement before signing below**

**The Customer**

The Common Seal of	)
	)
	)
	)
	)
	)
was hereunto duly affixed in the presence of:-	)

.....

.....

Confidential

This Asset Sale Agreement has been concluded by the parties hereto on \_\_\_\_\_ at \_\_\_\_\_ am/pm.

\*By Company or Corporation

**IN WITNESS WHEREOF** the respective hands of the authorised signatory(ies) of the Customer and the Attorneys/authorised signatory(ies) of the Bank were hereunto written the day and year first above written.

**The Bank**

SIGNED by	)	<b>AmBank Islamic Berhad</b>
	)	<i>(Formerly known as AmIslamic Bank Berhad)</i>
	)	(Company No. 295576-U)
as Attorneys/authorised signatory(ies) for and on	)	By its Attorneys/authorised signatory(ies)
behalf of <b>AmBank Islamic Berhad</b>	)	
<i>(Formerly known as AmIslamic Bank Berhad)</i>	)	
(Company No. 295576-U)	)	
in the presence of:-	)	

.....

**REMINDER: The Customer is hereby reminded to read and understand the terms and conditions of this Agreement before signing below**

**The Customer**

SIGNED by	)
	)
as authorised signatory(ies) for and on	)
behalf of (Company No. )	)
in the presence of:	)

.....

This Asset Sale Agreement has been concluded by the parties hereto on \_\_\_\_\_ at \_\_\_\_\_ am/pm.

\*By Individual

IN WITNESS WHEREOF the respective hands of the Customer and the Attorneys/authorised signatory(ies) of the Bank were hereunto written the day and year first above written.

**The Bank**

SIGNED by	)	<b>AmBank Islamic Berhad</b>
	)	<i>(Formerly known as AmIslamic Bank Berhad)</i>
	)	(Company No. 295576-U)
as Attorneys/authorised signatory(ies) for and on	)	By its Attorneys/authorised signatory(ies)
behalf of <b>AmBank Islamic Berhad</b>	)	
<i>(Formerly known as AmIslamic Bank Berhad)</i>	)	
(Company No. 295576-U)	)	
in the presence of:-	)	

.....

**REMINDER: The Customer is hereby reminded to read and understand the terms and conditions of this Agreement before signing below**

**The Customer**

SIGNED and DELIVERED by	)
	)
	)
in the presence of:	)

.....



This Asset Sale Agreement has been concluded by the parties hereto on \_\_\_\_\_ at \_\_\_\_\_ am/pm.

*\*Delete whichever is inapplicable*

**SCHEDULE**

(which shall be taken read and construed as an integral part of this Asset Sale Agreement)

<b>Section</b>	<b>Item</b>	<b>Particulars</b>
<b>1</b>	<b>Date of this Asset Sale Agreement</b>	
<b>2</b>	<b>Business Address of the Bank</b>	
<b>3</b>	<b>Name and particulars of Customer</b>	
<b>4</b>	<b>Shariah Concept</b>	
<b>5</b>	<b>Particulars of the Asset</b>	
<b>6</b>	<b>Date of the Agreement</b>	
<b>7</b>	<b>The Facility</b>	
<b>8</b>	<b>Sale Price</b>	