

NO.RUJUKAN FAIL:

**Dated this                      day of                      20**

**BETWEEN**

**THE PERSON STATED UNDER SECTION 1 OF THE FIRST SCHEDULE HERETO  
("Customer")**

**AND**

**LEMBAGA PEMBIAYAAN PERUMAHAN SEKTOR AWAM  
(THE PUBLIC SECTOR HOME FINANCING BOARD)  
("Financier")**

\*\*\*\*\*

**PROPERTY PURCHASE AGREEMENT**

\*\*\*\*\*

## Table of Contents

<b>1.</b>	<b>DEFINITIONS AND INTERPRETATIONS.....</b>	<b>1</b>
<b>2.</b>	<b>PURCHASE OF THE PROPERTY .....</b>	<b>4</b>
<b>3.</b>	<b>PAYMENT OF THE PURCHASE PRICE .....</b>	<b>4</b>
<b>4.</b>	<b>CONDITIONS PRECEDENT TO DISBURSEMENT OF PURCHASE PRICE .....</b>	<b>5</b>
<b>5.</b>	<b>PASSING OF BENEFICIAL OWNERSHIP AND/OR RIGHTS .....</b>	<b>5</b>
<b>6.</b>	<b>REPRESENTATIONS AND WARRANTIES .....</b>	<b>5</b>
<b>7.</b>	<b>COVENANTS .....</b>	<b>7</b>
<b>8.</b>	<b>ASSIGNMENT .....</b>	<b>8</b>
<b>9.</b>	<b>COSTS AND STAMP DUTY .....</b>	<b>8</b>
<b>10.</b>	<b>COMPULSORY ACQUISITION .....</b>	<b>8</b>
<b>11.</b>	<b>SERVICE OF NOTICE/LEGAL PROCESS .....</b>	<b>9</b>
<b>12.</b>	<b>LEMBAGA PEMBIAYAAN PERUMAHAN SEKTOR AWAM SCHEME .....</b>	<b>9</b>
<b>13.</b>	<b>SUCCESSORS BOUND .....</b>	<b>10</b>
<b>14.</b>	<b>INVOLUNTARY LOSS .....</b>	<b>10</b>
<b>15.</b>	<b>TIME .....</b>	<b>10</b>
<b>16.</b>	<b>SEVERABILITY .....</b>	<b>10</b>
<b>17.</b>	<b>DISCLOSURE.....</b>	<b>10</b>
<b>18.</b>	<b>INDEMNITY .....</b>	<b>11</b>
<b>19.</b>	<b>WAIVER .....</b>	<b>11</b>
<b>20.</b>	<b>APPLICABLE LAW .....</b>	<b>11</b>
<b>21.</b>	<b>LETTER OF OFFER, SCHEDULES AND ANNEXURE(S) .....</b>	<b>12</b>
<b>22.</b>	<b>NON-CONTRAVENTION OF THE MALAY RESERVATION ENACTMENT/ LAND CODES.....</b>	<b>12</b>
<b>23.</b>	<b>PERSONAL DATA PROTECTION ACT 2010.....</b>	<b>12</b>
<b>24.</b>	<b>RECONSTRUCTION OF THE FINANCIER .....</b>	<b>12</b>
<b>25.</b>	<b>CHANGES IN CIRCUMSTANCES .....</b>	<b>12</b>

<b>26. ILLEGALITY .....</b>	<b>12</b>
<b>27. CUMULATIVE REMEDIES.....</b>	<b>13</b>
<b>28. VARIATION OF TERMS .....</b>	<b>13</b>
<b>29. EFFECTIVE DATE .....</b>	<b>13</b>
<b>30. FORCE MAJEURE .....</b>	<b>13</b>
<b>31. INDEPENDENT LEGAL ADVICE .....</b>	<b>13</b>

EXECUTION PAGE

FIRST SCHEDULE

SECOND SCHEDULE

THIRD SCHEDULE



- “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 Labuan Native Title Act 2007, the Strata Titles Act 1985 and the Strata Titles Ordinance 1995 and includes any statutory amendment or re-enactment thereof;
- “Address for Service” : (a) the Financier  
The Address as stated above;  
(b) the Customer  
The Address as stated in Section 1 of the First Schedule hereto;
- “Al-Bai’ Bithaman Ajil” : Means an agreement for the deferred payment of the sale of the Property in accordance with the Syariah principle of Al-Bai’ Bithaman Ajil;
- “Business Day” : Means the day (excluding Saturdays, Sundays and public holidays) on which the Financier is open for business;
- “Contractor” : Refers to the contractor named in the Contract Document and/or Renovation Agreement, being the licensed and registered contractor named in the Contract Document;
- “Contract Document and/or Renovation Agreement” : Means a contract document and/or renovation agreement made on the date as stated in Section 6 of the First Schedule hereto with regard to the contract document and/or renovation agreement of the Property made between the Customer and the Contractor named therein;
- “Contract Sum” : Means the contract sum under the Contract Document and/or Renovation Agreement as stated in Section 8 of the First Schedule hereto;
- “Facility” : Means the financing facility in the amount as set out in Section 2 of the First Schedule hereto granted by the Financier to the Customer which purpose is stated in Section 3 of the First Schedule hereto;
- “Letter of Offer” : Means the Letter of Offer made on the day and year stated in Section 4 of the First Schedule hereto issued by the Financier and accepted by the Customer;
- “Property” : Means the parcel of premises as described in Section 5 the First Schedule hereto and any part or parts of it, including all rights attached or appurtenant to it and all buildings erected or to be erected thereon, fixtures, fittings, plant and machinery from time to time situate on it. It shall include common properties and all other structures or fixtures connected adjacent to and/or relating to the Property and by virtue of the relevant Acts;

“Proprietor”	: Refers to the proprietor named in the Sale and Purchase Agreement;
“Purchase Price”	: Means the purchase price under the Sale and Purchase Agreement;
“Related Documents”	: Means the documents, other than the title to the Property that vested all rights, title and interest and the full an entire benefit of the Property in favour of the Customer including but not limited to the Sale and Purchase Agreement and other agreement(s) and/or assignment(s) concerning or affecting the Property;
“Sale and Purchase Agreement”	: Means a sale and purchase agreement made on the date as stated in Section 6 of the First Schedule hereto with regard to the sale and purchase of the Property made between the Customer and if applicable, the other purchaser named therein and the Vendor named therein and where applicable, also the Proprietor named therein;
“this Agreement”	: Means this Property Purchase Agreement; and
“Vendor”	: Refers to the vendor named in the Sale and Purchase Agreement.

## 1.2 INTERPRETATIONS

In this Agreement unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided:

- (a) Words importing the singular number include the plural and vice versa.
- (b) Words importing the masculine gender include the feminine and neuter genders.
- (c) The words “hereof”, “herein”, “hereon”, “hereinafter” and “hereunder”, and words of similar import, when used in this Agreement, shall, where the context requires or allows, refer to this Agreement as a whole and not to any particular provision of this Agreement.
- (d) The expression "the Customer" includes their respective personal representatives, heirs and successors in title and the expression "the Financier" shall include its successors in title, assigns and such other entity in which the Financier is merged or amalgamated or to which the Financier's business or undertaking is transferred.
- (e) Where there are two (2) or more persons or parties included or comprised in the expression "the Customer", agreements, covenants, terms, stipulations and undertaking expressed to be made by and on the part of the Customer shall be deemed to be made by or binding upon such persons or parties jointly and severally. Further, the Financier may release or discharge any one of them from all or any liability or obligation under this Agreement or may make any arrangement or composition with any such person without thereby releasing the other or otherwise prejudicing any of its rights under this Agreement or otherwise.
- (f) References herein to Clauses are references to Clauses in this Agreement unless otherwise specified.
- (g) The headings and sub-headings in this Agreement are inserted for convenience only and are to be ignored when construing the provisions of this Agreement.

- (h) Where an act is required to be done within a specified number of days after or from a specified date, the period is inclusive of and begins to run from the date so specified.
- (i) A period of a 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.
- (j) Any reference to statutes and the rules made thereunder includes all amendments which may be enacted from time to time.

## 2. PURCHASE OF THE PROPERTY

The Customer hereby irrevocably and unconditionally sells the Property to the Financier and the Financier hereby purchases the Property, free from all encumbrances but subject to those conditions of title express or implied and the restrictions in interest, if any, affecting the Property for the purchase price amount equals to the total amount of the Facility, upon terms and conditions contained herein.

## 3. PAYMENT OF THE PURCHASE PRICE

- 3.1 Subject to the fulfillment and compliance by the Customer of all conditions precedent stipulated in Clause 4.1 hereto, the Facility or any part thereof shall be paid by the Financier to the Customer or other party as the Financier deems appropriate in the manner and at the times stipulated herein. The payment of the Facility by the Financier shall be deemed to be effective payment thereof to or for the benefit of the Customer.
- 3.2 It is hereby agreed that the Facility shall be applied exclusively for the purpose(s) set out in the First Schedule hereto and if the Customer requires the Facility or any part or parts thereof for any other purpose, the Customer shall obtain the prior written consent of the Financier for such application.
- 3.3 The Financier hereby covenants with the Customer that in the event the Facility shall exceed:
  - (a) the purchase price of the Property under the Sale and Purchase Agreement as stated in Section 7 of the First Schedule hereto (hereinafter referred to as "**the Purchase Price**") hereto or the balance thereof remaining unpaid by the Customer to the Vendor/Proprietor\* in accordance with Clause 3.1 hereof;
  - (b) the Contract Sum under the Contract Document or the balance thereof remaining unpaid by the Customer to the Contractor in accordance with Clause 3.1 hereof; or
  - (c) the redemption sum payable to the existing chargee of the Property or the balance thereof remaining unpaid by the Customer to the existing chargee in accordance with Clause 3.1 hereof;

then such remaining amount shall be paid by the Financier to the Customer or the Stakeholders or the Financier shall deal with the same in such manner as shall be directed by the Customer to the Financier.

- 3.4. The Customer hereby covenants with the Financier that in the event the Facility shall be less than the Purchase Price, the Customer shall at the request of the Financier forthwith pay to the Vendor/Proprietor the difference between the amount of the Facility and the amount of the Purchase Price or the balance thereof remaining unpaid so as to give effect to the provisions of this Agreement.

#### 4. CONDITIONS PRECEDENT TO DISBURSEMENT OF PURCHASE PRICE

- 4.1 Notwithstanding any other provisions contained herein, the Facility shall be disbursed by the Financier pursuant to Clause 3 upon fulfillments to the satisfaction of the Financier of the conditions precedent stated under the Second Schedule and the Third Schedule hereto (hereinafter referred to as “**the Conditions Precedent**”).
- 4.2 Pending the fulfillments in the manner satisfactory to the Financier of the Conditions Precedent and such other additional conditions as the Financier may impose, or unless otherwise waived by the Financier, the Financier may at its absolute discretion terminate the Facility or suspend the payment of the Facility or any part or parts thereof.
- 4.3 It is hereby expressly acknowledged and declared that the Conditions Precedent are inserted for the sole benefit of the Financier and may thereafter be waived wholly or in part by the Financier at the sole and absolute discretion of the Financier without prejudicing the rights of the Financier under any document and such waiver shall not prejudice the rights of the Financier from insisting on the Customer’s compliance with any such waived conditions precedent at any subsequent time.

#### 5. PASSING OF BENEFICIAL OWNERSHIP AND/OR RIGHTS

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

#### 6. REPRESENTATIONS AND WARRANTIES

- 6.1 The Customer hereby represents and warrants to and undertakes with the Financier as follows:-
- (a) that the Customer has the power or capacity to execute, deliver and perform the terms of this Agreement and the Customer has taken all necessary action to authorise the execution, delivery and performance of this Agreement;
  - (b) that this Agreement constitutes the legal, valid and binding obligations of the Customer in accordance with its terms;
  - (c) that the execution, delivery and performance of this Agreement by the Customer do not and will not violate or contravene the provisions of:-
    - (i) any law, or regulation, or order, or decree of any governmental authority, agency or court to which he is subject;
    - (ii) any contract of whatever nature, or other undertaking, or instrument, to which he is a party or which are binding upon him or any of his assets and will not result in the creation, imposition of, or any obligation to create, or impose, any mortgage, lien, pledge or charge on any of his assets pursuant to the provisions of any such contract, or other undertaking or instrument;
  - (d) that all consents, or licences, or approvals, or authorisations, or orders and exemptions of any Ministry, agency, department or authority in Malaysia which are required or advisable to be obtained in connection with the execution, delivery, performance, legality or enforceability of this Agreement have been obtained and are in full force and effect and no further consent, licence, approval, authorisation, order or exemption is required therefor;
  - (e) that the Customer is not in default under any agreement to which he is party or by which he may be bound and no litigation, arbitration, or administrative proceedings are presently current, or pending, or threatened and which default, litigation,

arbitration or administrative proceedings (as the case may be) might materially affect his solvency or might affect his ability to perform his obligations under this Agreement;

- (f) that no bankruptcy proceedings have been commenced against the Customer;
- (g) that the Customer has filed all tax returns which the Customer is required by law to file and has paid or made adequate provisions for the payment of all taxes, assessments, fees and other governmental charges assessed against him or upon any of his properties or assets, income or franchise or any of them;
- (h) that the Customer is not in default in the payment or performance of any of his obligations for borrowed money, or in respect of other liabilities;
- (i) that there is no material adverse change in the financial condition of the Customer or other conditions which will materially affect the ability of the Customer to perform the obligations of the Customer under this Agreement;
- (j) that the Customer is the beneficial owner of the Property at the time of the execution of this Agreement;
- (k) that the information furnished by the Customer in connection with the Facility or his financial or asset position does not contain any untrue statement or omits to state any fact the omission of which makes the statement therein in the light of the circumstances under which they were given, misleading and all expression of expectation, intention, belief and opinion and all projections contained therein have been honestly and reasonably made by the Customer to the Financier after due and careful enquiry;
- (l) that there is no default by any of the relevant parties of any of the terms of the Sale and Purchase Agreement and/or the Related Documents that will affect the passing of the beneficial ownership from the Customer to the Financier under this Agreement;
- (m) that the Customer is not aware and has not intentionally withheld any information or fact which may result in or give rise to the payment by the Financier hereunder contravening or being in breach of any law, legislation, subsidiary legislation or regulation; and
- (n) that such other warranties and representations expressed or implied, are as set out in the Letter of Offer and other documents that may have been forwarded to the Financier.

6.2 The Customer hereby acknowledges that the Financier has entered into this Agreement on the basis of and in full reliance of the above representations and warranties and the Customer agrees, covenants, undertakes and confirms that each of the above representations and warranties shall survive and continue in full force and effect after the execution of this Agreement.

6.3 If any such representations and warranties made shall at any time hereafter found to have been incorrect in any material respect then in such event and notwithstanding anything to the contrary contained herein, the Financier shall have the right at its absolute discretion to terminate this Agreement.

6.4 Each disbursement of the Facility shall constitute a representation and warranty by the Customer that at the time of each disbursement or payment the representations and warranties in Clause 6.1 are true and correct as at the date of each disbursement failing which an event of default of this Agreement may be deemed by the Financier to occur which entitles the Financier to terminate this Agreement.

## 7. COVENANTS

### 7.1 POSITIVE COVENANTS

The Customer undertakes with the Financier that during the continuance of this Agreement that:-

- (a) **Information:** he will deliver to the Financier such additional financial or other information as the Financier may from time to time reasonably request;
- (b) **Consents, etc.:** he will obtain and promptly renew from time to time, and will promptly deliver to the Financier certified copies of any authorisation, approval, consent, licence, exemption, registration, recording, filing or notarisation as may be necessary or desirable to ensure the validity, enforceability or priority of the liabilities and obligation of the Customer or the rights of the Financier under this Agreement and the Customer shall comply with the terms of the same;
- (c) **Change of his Residential Status:** he will promptly notify the Financier in the event of any change in his residential status;
- (d) **Default:** if he becomes aware of the occurrence of an event of default which is a result of the representations and warranties herein becoming untrue, he will forthwith notify the Financier and will provide the Financier with full details of any steps which it is taking, or is considering taking, in order to remedy or mitigate the effect of the event of default or otherwise in connection with it;
- (e) **Balance Purchase Price:** he shall pay the balance of the Purchase Price not covered by the Facility if it has not been paid in full;
- (f) **Adverse Changes:** he will promptly notify the Financier of :-
  - i. any material event or adverse change in the condition (financial or otherwise) of the Customer;
  - ii. any litigation or other proceedings of any nature whatsoever being threatened or initiated against the Customer before any court tribunal or administrative agency which may materially affect the financial condition of the Customer;
  - iii. any dispute between the Customer and any government or statutory body in respect of any of his assets; and

all such notification to be given to the Financier not later than fourteen (14) days after the Customer has knowledge of the change or of the litigation or other proceedings or threat thereof or dispute and the amount of any contingent liability if such amount is ascertainable;

**PROVIDED ALWAYS AND IT IS HEREBY AGREED** that if the Customer shall make any default in the performance of the agreements and undertakings in this Clause 7.1 (a) to (f) then and in such an event, it shall be lawful for but not obligatory upon the Financier to make good such default or defaults and any and all moneys so paid or expended by the Financier together with any other charges as may be determined by the Financier be paid to the Financier by the Customer and until such payment shall be deemed to be a sum advanced by the Financier to the Customer and shall form part of the moneys hereby secured.

### 7.2 NEGATIVE COVENANTS

The Customer hereby further covenants and undertakes that from the date of this Agreement, he shall not without the prior written consent of the Financier first had and obtained:

- (a) **Purpose:** utilise the Facility for other than the purpose as stated in Section 3 of the

First Schedule hereto; and

- (b) **Property:** in respect of the Property, sell, lease, agree to lease, let or part with the possession of the Property including the parking space(s) allocated to the Property or any part thereof or raise money on the security of the Customer and/or other party's rights in the Property or deal with the same in any manner whatsoever.

## 8. ASSIGNMENT

The Customer shall not assign any and all his rights and/or obligations under this Agreement. However, the Financier may at its absolute discretion at any time assign all its rights interest and obligations or any part thereof to such person or corporation as it shall deem fit and upon any such assignment the assignee shall assume and entitled to the rights interest and obligations comprised in the assignment as if the assignee had been the party to this Agreement in place of the Financier.

## 9. COSTS AND STAMP DUTY

- 9.1 The Customer shall and hereby undertakes to pay and bear all whatsoever costs, charges, registration and other fees, stamp duty and other disbursements in any way connected with or arising out of this Agreement.
- 9.2 All costs, charges and expenses incurred hereunder by the Financier including any expenditure incurred in the creation, enforcement and/or preparation of this Agreement or in the giving of any notice or in the making of any demand under pursuant to or in respect of this Agreement or any moneys secured by this Agreement and all other moneys whatsoever paid by the Financier in respect of the said costs, charges, expenses and expenditure or otherwise or howsoever and all or any other sums and moneys paid or expended by the Financier under or pursuant to the provisions of this Agreement express or implied shall be payable by the Customer to the Financier on demand together with any other charges as may be determined by the Financier and until payment shall be charged on the Property in addition to the principal sum hereby advanced and shall form part of the first payment due under this Agreement.
- 9.3 The Financier shall not be held responsible to ensure that all the outgoing payments in respect of the Property have been paid by the Customer before the disbursement of the Facility by the Financier and any such non payment shall be settled by the Customer notwithstanding the change of beneficial ownership herein.
- 9.4 For clarification, the Financier shall only pay to the Customer government goods and services tax (hereinafter referred as "**the GST**") if the GST payment by the Customer is expressly stated under the Sale and Purchase Agreement and not otherwise.

## 10. COMPULSORY 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 the Government of Malaysia or any government authority or any enquiry or proceedings in respect thereof, the Customer shall forthwith inform the Financier of the same and shall forward to the Financier a copy or copies of any such notice, notification or declaration as soon as the same shall be delivered to or served on the Customer. The Financier shall be entitled at the expense of the Customer to engage such advisers and agents (including solicitors and valuers) as it may think fit for the purpose of appearing or attending at or advising upon any enquiry or proceedings affecting, concerning or relating to any such acquisition. All moneys received as or by way of compensation for the acquisition of the Property or any part thereof shall be applied in or towards the discharge or payment of any money or liability secured by this Agreement and the Customer shall and hereby declares that

the Customer shall hold all moneys so received in trust for the Financier and the Customer agrees and confirms that the Financier may receive and give a good discharge for all such monies.

## 11. SERVICE OF NOTICE/LEGAL PROCESS

- 11.1 Unless otherwise provided herein, any demand or notice to the Customer under this Agreement shall be in writing and signed by the officer of the Financier or any solicitor or firm of solicitors or any agent appointed, purporting to act for the Financier and may be made by letter addressed to the Customer and sent by ordinary post or dispatched by personal delivery to the address of the Customer stated in Section 1 of the First Schedule hereto or the usual or last known place of business, employment or residence of the Customer and any such notice if sent by post shall be deemed to have been received by the Customer in the ordinary course of post notwithstanding the fact that such letter may be returned, undelivered or unclaimed. Any notice required under this Agreement to be given to the Financier shall be in writing and signed by the Customer and may be made by letter addressed to the Customer and sent by registered post or dispatched by personal delivery to the address abovestated of the Financier or such other address as may be notified by the Financier and shall only be deemed to have been served on the Financier at the date of actual receipt thereof by the Financier.
- 11.2 Any notice or communication may be in writing and may be delivered personally, by post, telex, cable or facsimile to the Customer at the address herein stated. Proof of posting or dispatch of any notice or communication to the Customer shall be deemed to be proof of receipt:-
- i) if personally delivered, at the time of delivery;
  - ii) if posted, on the second business day after posting;
  - iii) in the case of telex or cable, on the business day immediately after transmission; or
  - iv) in the case of a facsimile, on the business day immediately after transmission provided that the Financier has received an answer back confirmation.
- 11.3 No change in the Customer's address herein stated howsoever brought about shall be effective or binding on the Financier unless actual notice of the change of address has been given to the Financier.
- 11.4 Notwithstanding anything to the contrary herein provided, any letter of demand, notice statement, reminder or certificate required to be given by the Financier hereunder shall not require to be under the hand of or signed by any officer of Financier where it is stated on such letter of demand, notice, statement, reminder or certificate that the letter of demand, notice, statement, reminder or certificate is computer generated and no signature is required for such purpose.

## 12. LEMBAGA PEMBIAYAAN PERUMAHAN SEKTOR AWAM PUBLIC SECTOR SCHEME

The Customer hereby acknowledges that the disbursement of the Facility is subject to the provisions of Lembaga Pembiayaan Perumahan Sektor Awam (hereinafter referred as "LPPSA") scheme (hereinafter defined as "the Scheme") and the LPPSA financing policy and guidelines which terms, conditions and stipulations and modifications the Customer hereby agrees to comply with. The Customer further acknowledges that the granting of the Facility is subject to the LPPSA Act and the Customer hereby agrees that he shall also comply with any applicable provisions of LPPSA Act.

**13. SUCCESSORS BOUND**

This Agreement shall be binding upon the heirs, personal representatives, administrators, executors and permitted assigns of the Customer and the successors in title and assigns of the Financier.

**14. INVOLUNTARY LOSS**

The Financier shall not be answerable for any involuntary loss that the Customer may suffer as a result of or incidental to the exercise or the execution by the Financier of any power conferred on the Financier by this Agreement or by statute and nothing herein contained shall render it obligatory on the Financier either at law or in equity to make good any such involuntary loss or any part thereof.

**15. TIME**

Time shall be the essence of this Agreement.

**16. SEVERABILITY**

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

**17. DISCLOSURE**

17.1 The Customer hereby irrevocably consents to the disclosure by the Financier of any information relating to this Agreement and/or the Customer's affairs:-

- (a) to the Financier's auditors, legal counsel and other professional advisors;
- (b) to any person who provides security interest and/or is a part to any agreements which may constitute or form the basis of such security interest;
- (c) to any relevant authorities having jurisdiction over the Financier including the Ministry of Finance, Malaysia;
- (d) to companies which are or which in the future may be a subsidiary, related and/or associate company of the Financier;
- (e) pursuant to any law or subpoena or order of the court; and/or
- (f) to anyone the Financier deems fit if on a need to know basis.

17.2 The Customer hereby irrevocably consents and authorises the Financier to:

- (a) use the information of the Customer in accordance with the relevant terms and conditions and for the purpose(s) contemplated therein;
- (b) carry out the necessary reference checks, including but not limited to credit reference/reporting checks, to further ascertain the details and status of the Customer; and
- (c) provide the Customer, with information on the Financier's products, services and/or offers which may be of interest and/or financial benefit to them;

at the Financier's sole discretion without further reference to the Customer and/or relevant persons, for the duration that these terms and conditions are in force.

**18. INDEMNITY**

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

**19. WAIVER**

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

**20. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of Malaysia but in enforcing this Agreement, the Financier shall be at liberty to initiate and take action or proceedings or otherwise against the Customer in Malaysia and/or elsewhere as the Financier may deem fit and the parties hereto hereby agree that where any action or proceedings are initiated and taken in Malaysia they shall submit to the non-exclusive jurisdiction of the courts of Malaysia of competent jurisdiction in all matters connected with the obligations and liabilities of the parties under or arising out of this Agreement. The service of any writ of summons or any legal process in respect of any such action or proceedings may be effected on the Customer by forwarding a copy of the writ of summons or other legal process by prepaid registered post to their respective addresses as indicated herein.

**21. LETTER OF OFFER, SCHEDULES AND ANNEXURE(S)**

- 21.1 The Customer hereby acknowledges and declares that the Customer has duly accepted the Letter of Offer and agreed to the terms and conditions thereof.
- 21.2 The terms and conditions and other provisions of the Letter of Offer are hereby deemed incorporated mutatis mutandis as if specifically and expressly set out at length herein, and the Letter of Offer shall be deemed to form part of and be read and construed with this Agreement as if they were one document. In the event of any conflict or discrepancy between the provisions of this Agreement and the Letter of Offer, then unless otherwise expressly provided in writing, the provisions of this Agreement shall prevail for the purposes of interpretation and enforcement of this Agreement, unless otherwise stated.
- 21.3 Notwithstanding anything to the contrary express or implied in or by this Agreement or the Letter of Offer, the Financier shall be entitled from time to time and at any time to amend, modify or otherwise supplement the terms or conditions or provisions of all or any one or more of the Letter of Offer as the Financier may from time to time and at its absolute discretion deem fit.
- 21.4 The Schedules hereto shall be taken, read and construed as an integral part of this Agreement.

**22. NON-CONTRAVENTION OF THE MALAY RESERVATION ENACTMENT/ LAND CODES**

- 22.1 It is hereby declared that the transaction herein is not in any manner whatsoever intended to contravene any of the provisions of the respective Malay Reservations Enactment of the States of Peninsular Malaysia or the National Land Code (Penang and Malacca) Titles Act 1963 or the Labuan Native Title Act 2007 or Sabah Land Ordinance Cap 68 or Sarawak Land Code Cap 81 or the National Land Code 1965 (as the case maybe) and other applicable laws including but not limited to laws relating to restrictions on dealings with the Property .
- 22.2 In the event that the approval of a Ruler in Council or other relevant authority as the case maybe shall be needed or become necessary to give effect to the transaction herein, it shall be the responsibility of the Customer to obtain such approval and the Customer hereby undertakes to obtain the same and procure where required, the relevant to obtain the same.

**23. PERSONAL DATA PROTECTION ACT 2010**

The Customer acknowledges and agrees that the Financier shall be entitled to obtain, use, process and disclose data on the Customer for the Financier to discharge its duties under this Agreement. 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 Financier may hold about such individuals pursuant to the Personal Data Protection Act 2010 (Act 709).

**24. RECONSTRUCTION OF THE FINANCIER**

The security, liabilities and obligations created by this Agreement shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of the Financier or of any company by which the business of the Financier may for the time being be carried on and shall be available to the company carrying on that business for the time being.

**25. CHANGES IN CIRCUMSTANCES**

Notwithstanding any provisions to the contrary herein, in the event that by reason of the enactment of or the making of any change in any applicable law, regulation or regulatory requirement or in the interpretation or application thereof or the making of any request or direction form or other fiscal or monetary authority (whether or not having the force of law) the Financier shall be of the opinion that it has or will become unlawful for it to or it is otherwise prohibited or prevented or maintain or give effect to all or any of its obligations as contemplated by this Agreement then, notwithstanding any other provisions herein, the Financier's obligation to make available the Facility shall forthwith be terminated.

**26. ILLEGALITY**

Where the introduction, imposition or variation of any law regulation or official directive or any change in the interpretation or application thereof by any competent authority makes it apparent to the Financier that it is unlawful or impractical without breaching such law, order, regulation or official directive for the Financier to maintain fund or give effect to the Financier's obligations hereunder, the Financier shall not then be liable or obliged to make available the Facility.

**27. CUMULATIVE REMEDIES**

The remedies provided herein are cumulative and are not exclusive of any other remedies provided by law.

**28. VARIATION OF TERMS**

It is hereby agreed and declared by the parties hereto that notwithstanding any of the provisions and terms of this Agreement to the contrary, the provisions and terms of this Agreement may at any time and from time to time, be varied and amended by mutual consents of the parties hereto by any means as the parties may agree upon from time to time thereupon, such amendments and variations shall be deemed to become effective and the relevant provisions of this Agreement shall be deemed to have been amended or varied accordingly and shall be read and construed as if such amendments and variations had been incorporated into and had formed part of this Agreement at any time of execution hereof.

**29. EFFECTIVE DATE**

The parties hereto agree that this Agreement 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 Agreement, respectively.

**30. FORCE MAJEURE**

Notwithstanding any other provisions herein, in the event the Financier is unable to perform any obligations hereunder or any operations or to provide any service(s) due to any reason beyond the Financier's control, including but not limited to fire, earthquake, flood, epidemic, natural catastrophe, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, act of God or any failure or disruption to telecommunication, electricity, water, fuel supply or any factor in a nature of a force majeure, the Financier shall not in any way be liable for any failure on its part to perform such obligations or for any inconvenience, loss, injury, damages suffered or incurred by the Customer arising from the same.

**31. INDEPENDENT LEGAL ADVICE**

The Customer hereby confirms, represents and warrants to the Financier that in the execution and delivery of this Agreement, the Customer has sought, obtained and relied upon his own independent legal advice and has not relied upon any representation, statement or advice from the solicitors or agents or officers of the Financier and the Customer hereby acknowledges that the Financier has accepted and entered into this Agreement on the basis of and in full reliance upon the aforesaid confirmation, representation and warranty and the Customer hereby further agrees, covenants and confirms that the aforesaid confirmation, representation and warranty shall survive and continue to have full force and effect after the execution and delivery of this Agreement and notwithstanding any investigation by or on behalf of the Financier.

**[The rest of the page is intentionally left blank]**

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands the day and year first above mentioned.

SIGNED by )  
 )  
as Attorney for and behalf of )  
**LEMBAGA PEMBIAYAAN** )  
**PERUMAHAN SEKTOR AWAM** )  
**(THE PUBLIC SECTOR HOME** )  
**FINANCING BOARD)** )  
in the presence of:- )

.....  
Name:  
NRIC No.:

SIGNED by )  
**THE CUSTOMER** )  
in the presence of:- )

.....  
Name:  
NRIC No.:  
Army/Police No:

This Agreement is concluded on the date as first stated above at \_\_\_\_\_ am/pm

**FIRST SCHEDULE**

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

Section	Item	Particulars
1	<b>Name and particulars of the Customer</b>	Name: NRIC No.: Army/Police No: Address (per Letter of Offer)
2	<b>Particulars of the Facility</b>	<b>Property Financing Sum:</b> Ringgit Malaysia _____ (RM )  <b>Insurance/Takaful Sum:</b> (a) Mortgage Reducing Term Takaful: Ringgit Malaysia _____ (RM ) (b) Long Term House Owner Takaful (inclusive of GST): Ringgit Malaysia _____ (RM )  <b>Legal Fees Sum:</b> Ringgit Malaysia _____ (RM )  <b>Other Item as per Letter of Offer:</b> Ringgit Malaysia _____ (RM )  <b>Total amount:</b> Ringgit Malaysia _____ (RM )
3	<b>Utilisation of the Facility</b>	The Facility shall be utilised for the following:-  (a) <b><u>Type 1</u></b> the purchase of a completed dwelling house;  (b) <b><u>Type 2</u></b> the construction of a dwelling house and, if applicable, access road to the dwelling house, on the land of the approved eligible persons and such land:  i. shall be free from encumbrances; or

Section	Item	Particulars
		<p>ii. is being financed by a public sector home financing facility;</p> <p>(c) <b><u>Type 3</u></b> the purchase of a dwelling house under construction;</p> <p>(d) <b><u>Type 4</u></b> the purchase of land for the purpose of constructing a dwelling house and, if applicable, access road to the dwelling house;</p> <p>(e) <b><u>Type 5</u></b> the settlement in whole or in part of an existing loan from a bank or financial institution taken for the purpose of purchasing a land, with or without a dwelling house thereon, or constructing a dwelling house and road as a means of access to the dwelling house, prior to the granting of the public sector home financing facility;</p> <p>(f) <b><u>Type 6</u></b> the construction of a dwelling house and road as a means of access to the dwelling house, prior to the granting of the public sector home financing facility; and</p> <p>(g) <b><u>Type 7</u></b> the renovation of a dwelling house, the purchase or construction of which has been financed or settled by the public sector home financing facility.</p> <p>(h) Financing the MRTA/MRTT Insurance/Takaful Premium</p> <p>(i) Financing Legal Fees for the preparation of and in connection to this Agreement, its' Security</p>

Section	Item	Particulars
		<p>and other related legal Documents.</p> <p>*Note for item (i) - Any excess of financing amount upon full utilization of Legal Fees shall be treated as a security deposit and will be utilized to cover future arrears. If throughout the tenure the account incurred no arrears, such excess will be refunded to the Customer's Account prior to the release of security documents.</p> <p>(j) Financing of other items as particularized in the Letter of Offer  (*Strikethrough whichever is not applicable)</p>
4	Date of Letter of Offer (which includes any supplemental letters of offer and variation thereof)	
5	Particulars of the Property	
6	The day month and year of the Sale and Purchase Agreement/ Contract Document and/ or Renovation Agreement*	
7	Purchase Price of the Property (under the Sale and Purchase Agreement)	
8	Contract Sum under the Contract Document and/or Renovation Agreement	

**SECOND SCHEDULE**  
**CONDITIONS PRECEDENT**  
**(which is to be taken and construed as an integral part of this Agreement)**  
(Referred to in Clause 4.1)

- (a) the Letter of Offer shall have been duly executed and stamped by the Customer or endorsed as exempted from the stamp duty payment;
- (b) all stamp duties, registration fees, solicitors' costs and all other sums whatsoever payable by the Customer in respect of any document creating security have been duly paid;
- (c) this Agreement, have been duly executed by the Customer;
- (d) the Financier shall have received the original issue document(s) of title to the Property and the relevant Memorandum of Transfer duly executed and stamped and a true copy of the Sale and Purchase Agreement or, if a document of title to the Property is not yet issued, the original Sale and Purchase Agreement duly signed and stamped and the original Deed of Assignment (where applicable as the case may be) together with all the Related Documents;
- (e) a Private Caveat or Lien-Holder Caveat shall have been duly lodged over the Property, where necessary;
- (f) if applicable, the Financier shall have received documentary evidence in form and substance satisfactory to it that the difference between the Facility and the Purchase Price has been paid;
- (g) the receipt by the Financier of:-
  - (i) all written confirmation and written undertakings as the Financier or its solicitors consider(s) necessary from such vendor(s), developer(s), existing Financier(s)/ encumbrancer(s), financial institution(s), solicitor(s) and/or other person(s) whosoever as the Financier or its solicitors at its/their absolute discretion consider(s) necessary or appropriate or advisable;
  - (ii) the original documents of title, title deeds or other indicia of title to the assets in respect of which any interest is or has been is to be created in favour of the Financier pursuant to the Security Documents;
  - (iii) the quit rent and assessments receipts relating to the Property for that current year;
- (h) declaration by the Customer and/or the co-owner's of the Property confirming the same;
- (i) the Financier is satisfied that the Facility shall at the time of request therefore is needed immediately by the Customer for the purpose of the Facility;
- (j) no extraordinary circumstances or change of law or other governmental action shall have occurred and which occurrence makes it improbable (in the absolute opinion of the Financier) that the Customer will be able to observe and perform the covenants and obligations or its part under this Agreement;
- (k) the Financier's solicitor would have confirmed that a search conducted on the Property reveals that the Property is free from encumbrances and, where applicable, there are no restrictions in interest affecting the Property;
- (l) there shall have been obtained all approvals, consents, all authorisations and licences, including but not limited to those which may be required from any governmental or statutory or regulatory authorities or creditors, which are necessary or expedient for the acquisition of the Property and the financing of the Facility by the Financier hereunder and for the transactions herein contemplated;

- (m) if applicable, there shall have been obtained all planning approvals, consents and authorisations , which may be required from any governmental or statutory or regulatory authorities, which are necessary or expedient for the renovation of the Property; and
- (n) the Financier is satisfied that the additional conditions precedent, if any, set out in the Letter of Offer have been fulfilled or satisfied.

**[The rest of the page is intentionally left blank]**

**THIRD SCHEDULE**  
**ADDITIONAL CONDITIONS PRECEDENT**  
**(which is to be taken and construed as an integral part of this Agreement)**  
(Referred to in Clause 4.1)