

PRODUK DAN PERKHIDMATAN BANK KERJASAMA RAKYAT MALAYSIA BERHAD

JENIS-JENIS PRODUK TABUNGAN (SIMPANAN)

Bil	Nama Produk	Jenis Produk	Konsep
1	Akaun Simpanan Al-Wadiah	a. Akaun Perseorangan b. Akaun Kanak-kanak c. Akaun Remaja	Al-Wadiah
2	Akaun Simpanan Al-Wadiah Tabung Nuri (SSTN)	Kanak-kanak/Pelajar berusia di bawah 15	Al-Wadiah
3	Akaun Al-Mudharabah <i>*akan dilancarkan</i>	a. Tawfir b. Syabab c. Nuri Tilmiz	Al- Mudharabah

JENIS-JENIS PRODUK PEMBIAYAAN

Bil	Nama Produk	Tujuan Produk	Konsep
1	Aslah	Peribadi	Bai Al-Inah
2	Mudarris	Peribadi	Bai Al-Inah
3	Peribadi Istimewa	Peribadi	Bai Al-Inah
4	Motosikal	Motosikal	Bai Bithaman Ajil
5	Pengguna	Pembelian Barangan	Bai Bithaman Ajil
6	Pembiayaan saham Amanah	Amanah Saham	Bai Bithaman Ajil
7	Bercagar Harta Tetap	Pembelian Harta Tetap	Bai al-Inah/ Bai Bithaman Ajil
8	Manzili	Harta	Bai Bithaman Ajil
9	Pertanian	Membeli/menebus/ menjual tanah	Bai Bithaman Ajil
10	Al-Falah	Kemajuan Kerjaya	Bai Al-Inah
11	Mengenang Budi	Baiki/ubahsuai rumah ibu bapa	Bai Al-Inah
12	Al-Ijarah	Sewa Pajak	Al-Ijarah
13	Al-Tarkhis	Overdraf	Bai Al-Inah

14	Pelaburan Saham (Tawaran Khas)	a. Esos b. Pembiayaan Berjangka	Al-Murabahah/ Bai Bithaman Ajil
15	Bercagar Sijil Pelaburan Mudharabah	Pelbagai pembiayaan pengguna	Bai Al-Inah
16	Umrah dan Pelancongan	Umrah dan melancong	Bai Bithaman Ajil
17	Pembiayaan Saham	Saham Siarharga	Bai Bithaman Ajil/ Murabahah
18	Pembiayaan Kontrak Tijari	Kontrak dan Inden	Bai Bithaman Ajil / Bai Al-Inah/ Al-Murabahah
19	Tabung pendidikan Bank Rakyat	Pendidikan	Bai Al-Inah
20	Usahasama Koperasi (Syarik)	Pembelian Barangan Pengguna Koperasi	Bai Bithaman Ajil/ Al-Musyarakah
21	Skim Pembiayaan Ekonomi Desa (SPED)	Industri Luar Bandar	Al-Qardhul-Hasan/

JENIS-JENIS PRODUK PELABURAN

Bil	Jenis Produk	Konsep
1	Akaun Pelaburan Qiradh	Al-Mudharabah
3	Sijil Pembiayaan Bank Rakyat	Bai Bithaman Ajil Bai Al-Inah

JENIS-JENIS PERKHIDMATAN LAIN

Bil	Nama Produk	Tujuan Produk	Konsep
1	a.Ar-Rahnu b.Az-Zahab	Pajak Gadaai Islam	Qardhul Hasan Ujrah Wadiah
2	Takaful Rakyat Skim Hayati	Takaful Khairat Kematian	Al-Wakalah
3	Wakil Kutipan Zakat bagi Majlis Agama Islam Negeri Johor (MAINJ)	Agen Kutipan Zakat	Al-Wakalah
4	Wakil Kutipan Amanah Saham Angkasa	Agen Amanah Saham Angkasa	Al-Wakalah
5	Autopay	Bayaran Bil Setempat	Al-Wakalah
7	Skim Pembayaran Pencen <i>* akan dilancarkan</i>	Agen Bayaran Pencen	Al-Wakalah



**Y.Bhg. Dato' Haji Md. Hashim
Haji Yahaya**



**Y.Bhg. Dato' Haji Hassan
Haji Ahmad**



**Y.Bhg. Dato' Sheikh Ghazali
Haji Abd. Rahman**

**Pengerusi
Chairman**

Y.Bhg. Dato' Haji Md. Hashim Haji Yahaya

B.A. Syariah (Al-Azhar), M.A. Siasah Syariah (Al-Azhar),
Diploma Pendidikan (A'in Sham),
Mufti Wilayah Persekutuan.

**Ahli-Ahli
Members**

Y.Bhg. Dato' Haji Hassan Haji Ahmad

B.A. Syariah & Undang-Undang (YPTIK),
M.A. Syariah (Al-Azhar), Mufti Kerajaan Negeri Pulau Pinang.

Y.Bhg. Dato' Sheikh Ghazali Haji Abd. Rahman

Diploma Pendidikan (A'in Sham),
Diploma Undang-Undang & Pentadbiran Kehakiman (UIAM),
B.A. Perundangan Islam (Syariah) (Al-Azhar).

Y.Bhg. Prof. Madya Dr. Ab. Halim Muhamad

B.A. Syariah (Al-Azhar), Ph.D. (St. Andrews).

Y.Bhg. Prof. Madya Md. Salleh Haji Md. @ Haji Ahmad

B.Sy (Jawwid Jiddan) (YPTIK), B.Sy (Jawwid Jiddan) (Al-Azhar),
M.Sy (Mumtaz) (Al-Azhar).



g. Prof. Madya Dr. Ab. Halim
Muhamad



Y.Bhg. Prof. Madya Md. Saleh Haji
Md. @ Haji Ahmad



Tuan Haji Salehhuddin Haji Yaacob
Setiausaha
Secretary

Setiausaha
Secretary

Tuan Haji Salehhuddin Haji Yaacob
B.A. Hadis (Deoband).



Jawatankuasa Audit Dalam

INTERNAL AUDIT
COMMITTEE

Pengerusi
Chairman

(Belum Dilantik)

Ahli-Ahli
Members

Tuan Haji Shuib Ismail
Puan Norizan Safie
Puan Fatimah Hashim

LAMPIRAN 3

SYARAT KELAYAKAN PEMOHON

1. Pemohon mestilah seorang warganegara Malaysia tanpa mengira bangsa dan agama.
2. Berumur tidak kurang dari 18 tahun dan tidak lebih dari 55 tahun pada tarikh tamat tempoh pembiayaan.
3. Sihat dan berfikiran waras.
4. Tidak muflis.
5. Pemohon mestilah tidak mempunyai rekod buruk dengan bank atau intitusi-institusi kewangan lain.
6. Pemohon mestilah tinggal di kawasan operasi bank atau di lokasi yang mudah dihubungi oleh cawangan.
7. Pemohon mestilah berpendapatan bulanan yang tetap dan telah disahkan di dalam jawatan oleh majikan.
8. Pemohon dari golongan ikhtisas seperti doktor, peguam, akauntan dan lain-lain juga layak memohon pembiayaan ini.
9. Permohonan berdasarkan pendapatan tetap bersama suami isteri adalah dibenarkan.
10. Jika pemohon bertugas di Jabatan Kerajaan, Syarikat Swasta Kerajaan atau lain-lain Syarikat Swasta (Bukan Kerajaan), jawatan pemohon mestilah disahkan oleh majikan berkenaan. Jabatan Kerajaan adalah meliputi semua badan berkanun.
11. Bagi pemohon yang bekerja di Syarikat Swasta, cawangan perlulah menentukan kedudukan kewangan syarikat berkenaan.

DATED THIS

DAY OF

2001

BETWEEN

[NRIC NO : _____]

[THE CUSTOMER]

AND

BANK KERJASAMA RAKYAT MALAYSIA BERHAD
[THE BANK]

PROPERTY PURCHASE AGREEMENT


BANK REF: _____)



PROPERTY PURCHASE AGREEMENT

AN AGREEMENT made the day and year stated in Section 1 of the First Schedule hereto BETWEEN the party whose name and other particulars are stated in Section 2 of the First Schedule hereto (hereinafter called "the Customer") of the one part AND BANK KERJASAMA RAKYAT MALAYSIA BERHAD a co-operative society registered under the Co-operative Societies Act 1993 and having its registered office at Tingkat 21, Bangunan Bank Rakyat, Jalan Tangsi, 50732 Kuala Lumpur and a branch at Kompleks Terminal 3, L.T.S.A.A.S 47300 Subang Selangor Darul Ehsán (hereinafter called "the Bank") of the other part.

WHEREAS:

- A. The Customer is a * member/non member of the Bank and is the beneficial owner of the property which is more particularly described in Section 3 of the First Schedule hereto (hereinafter called "the Property") pursuant to a Sale and Purchase Agreement made on the day and year stated in Section 4 of the First Schedule hereto (hereinafter called "the S & P Agreement") between the party whose name and other particulars are stated in Section 5 of the First Schedule hereto (hereinafter called "the Vendor/Proprietor" *) of the one part and the Customer of the other part and such other agreements and/or documents (if any) pertaining to the Property evidencing his rights to and/or ownership of the Property.
- B. The separate document of title in respect of the Property  has not been issued by the appropriate authority.
- C. The total purchase price of the Property under the S & P Agreement is as stated in Section 6 of the First Schedule hereto (hereinafter called "the S & P Price").
- D. The Customer has applied to the Bank for a financing facility (hereinafter called "the Facility") and the Bank has approved the said application and in accordance with the financing procedure of the Bank the Customer agrees to sell to the Bank and the Bank at the request of the Customer agrees to purchase from the Customer the Property for the purpose of immediately thereafter selling the Property back to the Customer upon deferred payment terms under the Syariah principle of Al-Bai Bithaman Ajil.

(* Delete whichever is not applicable)

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. CONSIDERATION

In consideration of the premises the Customer hereby sells and the Bank hereby purchases the Property free from all encumbrances but subject to those conditions and restrictions in interest express or implied pertaining to the Property at the purchase price stated in Section 7 of the First Schedule hereto which purchase price shall be the total

amount of the facility to be granted by the Bank to the Customer (hereinafter called "the Facility") upon and subject to the terms and conditions herein contained.

2. THE FACILITY

- (a) The Facility shall be paid by the Bank to the Vendor/Proprietor * in the manner and at the times specified in the S & P Agreement and such other documents related thereto and subject to the terms and conditions contained therein. The payment of the Facility by the Bank to the Vendor/Proprietor * in the manner set out herein shall be deemed to be effective payment thereof to or for the benefit of the Customer **PROVIDED HOWEVER** that the Bank shall not be bound to make payment of the Facility unless and until the monies owing by the Customer to the Vendor/Proprietor * and referred to in Clause 2(b)(ii) hereof shall have been duly paid by the Customer to the Vendor/Proprietor * **AND PROVIDED FURTHER THAT** the conditions precedent for disbursement referred to in Clause 3 hereof shall have been fulfilled and complied with by the Customer.
- (b) Without prejudice to Clause 2(a) hereof:
- (i) if any part of the Facility has not been fully disbursed by the Bank to the Vendor/Proprietor * after the date of the first disbursement thereof the balance of the Facility shall be deposited by the Bank into an account designated by the Bank for such purpose (and such deposit shall be deemed disbursement to the Customer) and thereafter payment therefrom shall be made by the Bank to the Vendor/Proprietor * within fourteen (14) days upon receipt by the Bank of the relevant Architect's Certificate(s) or other documentary evidence satisfactory to the Bank certifying that the progress work on the Property in respect of which claims for payment or payments are requested have been duly carried out and completed;
 - (ii) in the event the Facility shall be less than the S & P Price or the balance thereof remaining unpaid by the Customer to the Vendor/Proprietor * the Customer shall at the request of the Bank or the Vendor/Proprietor * forthwith pay to the Vendor/Proprietor * the difference between the S & P Price or the balance thereof remaining unpaid and the Facility; and
 - (iii) in the event the Facility shall exceed the S & P Price or the balance thereof remaining unpaid by the Customer to the Vendor/Proprietor * the Bank shall pay to the Customer the balance of the Facility.

3. CONDITIONS PRECEDENT FOR DISBURSEMENT OF FACILITY

Notwithstanding any other provision herein contained the Facility shall be disbursed by the Bank only upon the fulfilment to the satisfaction of the Bank of the conditions precedent more particularly described in the Second Schedule hereto (hereinafter called "the Conditions Precedent").

Pending the fulfilment in the manner satisfactory to the Bank of the Conditions Precedent the Bank may at its absolute discretion cancel or terminate the Facility or any part or parts thereof.

PROVIDED ALWAYS that notwithstanding the non-fulfilment of any one or more of the Conditions Precedent the Bank may without prejudice to all its powers privileges or remedies contained herein at its absolute discretion and upon such terms and subject to

such conditions as the Bank may deem fit to impose disburse the Facility or any part or parts thereof.

4. WAIVER OF CONDITIONS PRECEDENT

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

5. REPRESENTATIONS AND WARRANTIES BY THE CUSTOMER

If the Customer shall be a corporation or a co-operative society the Customer shall represent warrant and undertake with the Bank as set out in the Third Schedule hereto (hereinafter called "the Representations and Warranties").

6. PASSING OF BENEFICIAL OWNERSHIP AND/OR RIGHT

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

7. MEMORANDUM OF TRANSFER AND TITLE

In consideration of the Bank agreeing to disburse to the Vendor/Proprietor * the Facility as hereinbefore provided the Bank shall have the right to request the Vendor/Proprietor* to execute and deliver or cause to be executed and delivered to the Bank or its Solicitors:

- (a) in the event the separate document of title in respect of the Property has been issued a registrable Memorandum of Transfer in respect of the Property together with the issue document of title thereto prior to the Bank's disbursement of the Facility; or
- (b) in the event the separate document of title to the Property has yet to be issued by the appropriate authority a registrable Memorandum of Transfer in respect of the Property together with the document of title thereto forthwith upon issuance thereof;

as the case may be and all other relevant documents necessary to transfer the Property to any party nominated by the Bank.

8. INDEMNITY

- (a) The Customer shall save and hold the Bank harmless against all losses damages claims proceedings demands actions penalties and expenses (including legal costs on a solicitors and client basis) that may be made or brought at any time by the Vendor/Proprietor * or any other party or parties against the Bank for any act or default under or for any breach of any provisions of the S & P Agreement and this Agreement or that may be incurred by the Bank as a result thereof and the Customer shall promptly upon a demand being made by the Bank pay to the Bank all amounts so paid suffered or incurred by the Bank.

- (b) The Customer shall not do or omit or suffer to be done or committed any act matter or thing on or in respect of the said Property which shall contravene the provisions of any Act Ordinance Enactment Order Rule or Regulation now or hereafter affecting the same and he shall at all times hereafter indemnify and keep indemnified the Bank against all actions proceedings costs expenses claims and demands in respect of any such act matter or thing done or omitted to be done in contravention of the said provisions.

9. PAYMENTS OF OUTGOINGS

All quit rents rates taxes assessments and other charges imposed or to be imposed by the Government or other competent authorities and other charges or levies in respect of the Property whether before or after the date of the execution of this Agreement shall be solely borne and paid by the Customer.

10. BANK'S OBLIGATION LIMITED

- (a) Notwithstanding any other provision herein the Bank's obligation to pay the Facility shall be limited to and not exceed the amount of the Facility. Any other monies which exceed the Facility and due or owing by the Customer to the Vendor/Proprietor* shall be claimed entirely from and be borne by the Customer.
- (b) Nothing herein contained shall be deemed to render it obligatory upon the Bank either at law or in equity to make or to continue or give any other accommodation or facility whatsoever to the Customer.

11. COSTS

All stamp duties taxes fees expenses and charges of and in connection with this Agreement and the documents related hereto and in the event of the Bank having to take legal action against the Customer under this Agreement or the documents related hereto or the Bank being made a party to any legal action in connection herewith or therewith and all costs and expenses incurred by the Bank thereby (including the Bank's Solicitors' costs on a solicitors and client basis) shall be borne and paid entirely by the Customer.

12. TAKAFUL/INSURANCE

The Customer shall insure and cause the Property to be insured with any takaful or insurance company approved by the Bank for an amount acceptable to the Bank against loss or damage by fire or against such other risks as the Bank may deem expedient and shall cause the Bank's interest to be endorsed on the policy so taken out in default whereof the Bank may at its discretion take out such takaful or insurance and all premium payable in respect thereof shall be borne and paid by the Customer.

13. NOTICE

- (1) Any notice request or demand requiring to be served by either party hereto to the other under the provisions of this Agreement shall be in writing and shall be deemed to be sufficiently served:

- (a) if it is sent by the party giving the notice or his Solicitors by post in a registered letter addressed to the parties to be served at his address hereinbefore mentioned or at such other address as the other parties might have notified the party giving the notice as his new address and in such case it shall be deemed (whether it is actually delivered or not) to have been received at the times and when such registered letter would in the ordinary course be delivered; or
- (b) if it is given by the party giving the notice or his Solicitors and despatched by hand to the parties to be served on his Solicitors.

- (II) No change in the address for service howsoever brought about shall be effective or binding on either party unless that party has given to the other actual notice of the change of address for service and nothing done in reliance of paragraph (a) above 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.

14. SUCCESSORS BOUND

This Agreement shall bind the parties hereto as well as their respective heirs personal representatives and successors in title as the case may be.

15. DISCLOSURE BY BANK

All information regarding this Facility if required shall be made known to any agency or credit bureau approved by Bank Negara Malaysia or the Association of Finance Companies of Malaysia for the purpose of collecting information from financial institutions regarding credit facilities granted by them to their customers.

16. SEVERABILITY

Any provision of this Agreement which is invalid unenforceable or prohibited shall not affect the validity or enforceability of the other provisions of this Agreement.

17. TIME

Time wherever mentioned herein shall be of the essence of this Agreement.

18. INCORPORATION OF LETTER OF OFFER

It is hereby agreed between the Bank and the Customer that all the terms and conditions in the Letter of Offer dated including all subsequent variations shall be deemed incorporated into and read and construed as part and parcel of this Agreement.

19. TRANSLATION

The English version of this Agreement shall be the authentic text of this Agreement. The Malay translation of this Agreement shall be for purposes of information only.

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

- (a) For the avoidance of doubt it is hereby agreed and declared that this Agreement is entered into for the purpose of and in order to effect the financing transaction herein in accordance with the Syariah Principle of Al-Bai Bithaman Ajil and that accordingly it is not intended to be a transaction in respect of the property in contravention of any legislation including the respective Malay Reservations Enactments of the States of Peninsular Malaysia or the National Land Code (Penang And Malacca) Titles Act 1963/Sabah Land Ordinance Cap 68/Sarawak Land Code Cap 81 as the case may be.
- (b) 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 this transaction it shall be the responsibility of the Customer to obtain such approval and the Customer hereby undertakes to obtain the same.

21. SCHEDULES

All the Schedules hereto shall be taken read and construed as essential parts of this Agreement.

22. DEFINITIONS

In this Agreement where the context so admits:

- (a) a member of the Bank shall include registered co-operative societies and individual person or persons duly accepted as member by the Bank in accordance with its by-laws;
- (b) words importing the masculine gender only shall include the feminine and neuter gender and vice versa;
- (c) words importing the singular number only shall include the plural number and vice versa; and
- (d) where there are two or more persons included in the expression "the Customer" covenants expressed to be made by the Customer shall be deemed to be made by such persons jointly and severally.

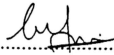
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IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year set out in Section 1 of the First Schedule hereto.

SIGNED by
the Customer
in the presence of :



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)
)

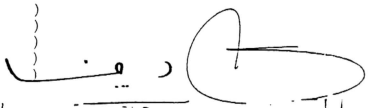


NRIC NO :

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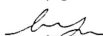
~~THE COMMON SEAL
of the Customer
was hereunto duly affixed
in the presence of :~~

SIGNED
for and on behalf of
the Bank
by its lawful Attorneys
in the presence of :



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

Section No	Item	Particulars
1.	The day and year of this Agreement	
2.	Name and other particulars of the Customer	[NRIC NO :]
3.	Description of the Property	One (1) unit of Double Storey Terrace House known as Lot No. PANTAI SEPANG PUTRA - PHASE 3A measuring approximately 2,348 square feet erected on part of all that Land known as Master Title EMR 2178, Survey No: 229, H.S.(D) 2784, No. P.T. 3870, G.M. No. 318 for Lot No. 154, G.M. No. 319, for Lot No. 153 and G.M. No. 320, for Lot No. 152, all in the Mukim of Sepang, District of Sepang, and State of Selangor Darul Ehsan.
4.	The day and year of the S & P Agreement	the 14 th day of June, 2001 .
5.	Name and other particulars of the Vendor/Proprietor *	<p>(a) <u>Vendor</u></p> <p>Vintage Heights Sdn Bhd (Company No. 232845-X) - a company incorporated in Malaysia and having its registered office at Level 10, Wisma Hong Leong, 18, Jalan Perak, 50450 Kuala Lumpur.</p> <p>(b) <u>Proprietor</u></p> <p>Hap Seng Consolidated Berhad (formerly known as "The East Asiatic (Malaysia) Berhad") (Company No. 26877-W) a company incorporated in Malaysia and having its registered office at No. 1A, Jalan 205, 46050, Petaling Jaya, Selangor.</p>



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

THE CONDITIONS PRECEDENT

- (a) The Bank's Solicitors (hereinafter called "the Solicitors") shall have confirmed that this Agreement and the documents related hereto have been duly executed by the parties thereto stamped and presented or lodged for registration with such registries as the Bank deems necessary;
- (b) The Solicitors shall have certified that a search on the Property at the relevant land registry or office showed that the Property is free from any encumbrance whatsoever;
- (c) The Customer shall have submitted evidence satisfactory to the Bank that all approvals authorisations and consents (if any) necessary for any matter or thing contemplated by this Agreement and the documents related hereto have been obtained and remain in full force and effect;
- (d) The Customer shall have furnished or caused to have been furnished to the Bank the relevant documents evidencing its title to and/or interest in the Property;
- (e) The Customer shall have furnished to the Bank a valuation report by an independent valuer on the Bank's panel of valuers confirming therein the forced sale value of the Property which shall be acceptable to the Bank;
- (f) A private caveat if so required shall have been entered by or on behalf of the Bank in respect of the Property;
- (g) The Customer shall have delivered the original of the S & P Agreement to the Bank to be held in its custody;
- (h) The Customer shall have furnished to the Bank the original of the quit rent receipt for the current year due and payable in respect of the Property;
- (i) The Guarantors for the Customer shall have submitted to the Bank a duly executed statutory declaration confirming that they are not adjudged bankrupt and there are no petition(s) pending in court against them;

- (j) The Bank shall have received a certified copy of the Customer's:
- (i) Memorandum and Articles of Association and its Certificate of Incorporation or its Rules and By-Laws as the case may be;
 - (ii) latest Forms 49 and 24 filed by the Customer with the Registrar of Companies if applicable; any
 - (iii) Board of Directors' Resolution authorising the acceptance of the Facility and the execution of this Agreement and the documents related hereto;
- (k) The Memorandum and Articles of Association or the Rules and By-Laws of the Customer shall be in form and substance satisfactory to the Bank and there shall have been obtained or there shall have been made provisions satisfactory to the Bank for obtaining all governmental corporate creditors' shareholders' or other necessary licences approvals and consents for the carrying on of the Customer's business and the due execution and delivery of this Agreement and the documents related hereto;
- (l) The Customer shall have delivered to the Bank the specimen signature or signatures of the officer or officers of the Customer authorised to utilise and operate the Facility;
- (m) The Customer shall have issued a certificate that as from the date when the Customer first applied for the Facility there have been no material alterations or changes in the constitution condition business or other affairs of the Customer which would or might adversely affect the decision of the Bank to proceed with the Facility;
- (n) The Representations and Warranties shall be true and correct in all respects as if made on the date on which disbursement of the Facility is to be made by the Bank;
- (o) The Bank shall be satisfied that no event has occurred so as to render the Facility to become immediately payable and no event of default under any agreement or arrangement related to in this Agreement shall have happened and be continuing;
- (p) No event or events have occurred which could or might materially or adversely affect the condition financial or otherwise of the Customer or the ability of the Customer to observe and perform its obligations under this Agreement or the documents related hereto;
- (q) No extraordinary circumstances or change of law or other government action shall have occurred which shall make it improbable that the business of the Customer can be carried on or that the Customer will be able to observe and perform the covenants and obligations on its part to be observed and performed under this Agreement and the documents related hereto; and



- (r) The Customer is not in default under any agreement to which it is a party or by which it 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 in the opinion of the Bank (which opinion shall not be questioned on any account whatsoever) materially affect the solvency of the Customer or might affect the ability of the Customer to perform its obligations under this Agreement and the documents related hereto.

and the Customer shall have delivered to the Bank certificates in respect of the matters specified in sub-clause (o) and (p) above signed by an authorised representative of the Customer and expressed to be effective as at each disbursement date together with such evidence as to the proposed utilisation of the proceeds thereof as the Bank shall reasonably require.



THE THIRD SCHEDULE

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

REPRESENTATIONS AND WARRANTIES

- (a) The Customer has full legal right authority and power to obtain the Facility and to enter into and bind itself by this Agreement and the documents related hereto and all appropriate and necessary action has been taken to authorise the execution of this Agreement and the documents related hereto and the execution and delivery hereof and thereof does not exceed the power and authority of the officers executing the same;
- (b) This Agreement and the documents related hereto constitute the legal valid and binding obligations of the Customer and are enforceable in accordance with their terms and the obligations of the Customer hereunder and thereunder in respect of any payment due and payable by the Customer do not contravene any legislation or regulation binding on the Customer;
- (c) The Customer is not now nor will it be by executing this Agreement and the documents related hereto and utilising the Facility be in default under this Agreement and the documents related hereto or any other existing mortgage indenture contract or debenture binding on the Customer or to which it is subject;
- (d) There is no order of any Court or any governmental agency or any provision of any existing agreement binding on the Customer or to which it is subject which would be contravened or breached by the execution delivery and performance of this Agreement or the documents related hereto;
- (e) No lawsuits or investigations by any Government agency body or other regulatory authority are pending or are to be instituted against the Customer;
- (f) No violation of any provisions of legislation Court orders or judgment has been committed by the Customer;
- ~~(g) The Customer is a duly incorporated * private/public limited company having a share capital in accordance with the Companies Act 1965 or a co-operative society duly registered under the Co-operative Societies Act 1993 and validly subsisting under the laws of Malaysia;~~
- (h) There are no winding-up or liquidation proceedings pending against the Customer and the Customer has not commenced any action for voluntary winding-up or liquidation of the Customer;



- (i) Every consent licence approval or authorisation of any governmental authority in Malaysia which is required in connection with the execution performance validity or enforceability of this Agreement and the documents related hereto has been obtained and is in full force and effect;

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

(* Delete whichever is not applicable)