

ANNEXURE

I/We, the party or parties described in Item 1(a) of the Schedule (the “**Chargor**”) charge the Property (defined below) to CIMB ISLAMIC BANK BERHAD (200401032872 (671380-H)], a licensed financial institution having its registered office at Level 13, Menara CIMB, Jalan Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur and a place of business at the address as described in Item 1(b) of the Schedule (the “**Bank**”), on the following terms and conditions:

WHEREAS

(A) Commodity Murabahah Property Financing-i Facility

The Customer (as defined in the Murabahah Facility Agreement) has obtained a facility (the “**Facility**”) on terms and conditions in the Bank’s Letter of Offer (defined below) and a Murabahah Facility Agreement (defined below).

(B) Execution of this Charge

It is a term of the Letter Of Offer and the Murabahah Facility Agreement that as the registered proprietor of the Property, the Chargor executes and delivers this Charge to secure the payment of the Secured Amounts (defined below).

1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

- (a) Expressions used in this Charge will, unless indicated otherwise or the context otherwise requires, have the same meaning as in the Murabahah Facility Agreement, and the following expressions will have the following meanings:

Applicable Acts means the National Land Code (Act 56 of 1965) of Peninsular Malaysia, the Sarawak Land Code (Cap. 81), the Sabah Land Ordinance (Cap. 68), the Land (Subsidiary Title) Enactment 1972, the Strata Titles Act 1985, the Strata Titles Ordinance 1995, and the Strata Management Act 2013 and includes any statutory amendment or re-enactment thereof and any related ancillary or subsidiary legislation made thereunder;

Charge means this legal charge;

Chargor means the party or parties described in Item 1(a) of the Schedule and includes the Chargor’s heirs, personal representatives, successors in title and permitted assigns, as the case may be;

Customer	means the party named in Item 2 of the Schedule;
Event of Default	means any of the events specified in Clause 11 of the Murabahah Facility Agreement;
Facility	means the facility made available by the Bank to the Customer pursuant to the Letter of Offer and the Murabahah Facility Agreement;
Guarantor	means any person required to provide a guarantee in favour of the Bank as set out in the Letter Of Offer and includes the Guarantor's heirs, personal representatives, successors in title and permitted assigns, as the case may be;
Letter Of Offer	means the letter of offer issued by the Bank more particularly are as set out in Item 5 of the Schedule;
Management Corporation	means, in the case where the Property is part of a building, the management corporation established under the Applicable Acts in relation to such building;
Management Fund	means the management fund as defined in the Applicable Acts;
Murabahah Facility Agreement	means the Murabahah facility agreement described in Item 5 of the Schedule;
Property	has the meaning ascribed to it in Item 3 of the Schedule;
Sale and Purchase Agreement	means the sale and purchase agreement described in further detail in Item 4 of the Schedule;
Secured Amounts	means the aggregate of the payments due and payable by the Chargor and/or the Customer to the Bank pursuant to the Transaction Documents and any of the following: (i) the payments due and payable by the Customer and/or any Security Parties to the Bank upon the occurrence of an Event of Default; or

- (ii) the payments due and payable by the Chargor and/or the Customer to the Bank upon early settlement of the Facility or expiry of the Tenure, as the case may be,

and all monies, obligations and liabilities whether in the nature of principal, profit, commission, expenses, ta'widi (compensation) or otherwise which may now or at any time in the future be due, owing or incurred by the Customer, the Chargor and/or the other Security Parties to the Bank;

Security Documents

means the security documents executed by the Security Parties in favour of the Bank in relation to the Facility as required under the Letter Of Offer;

Security Parties

means the Chargor, the Guarantor and any other party required by the Bank to (i) provide security for the Customer's obligations under the Facility, and (ii) execute the Security Documents;

Transaction Documents

means collectively, the following documents:

- (a) documents evidencing the Trade Transactions (as defined in Clause 1.1. of the Murabahah Facility Agreement);
- (b) the Security Documents; and
- (c) any other documents designated as such by the Bank.

1.2 Interpretations

- (a) Words importing the masculine gender include the feminine and neuter genders and vice versa.
- (b) Words importing the singular number include the plural number and vice versa.
- (c) The headings in this Charge are inserted for convenience only and will be ignored in construing the provisions of this Charge.
- (d) Unless otherwise stated, references to Clauses and Schedules are to be construed as references to Clauses and Schedules of this Charge.
- (e) Any reference to the provisions of any legislation or to any legislation includes such provisions or legislation as modified or re-enacted.
- (f) Words applicable to natural persons include any body, person, company, corporation, firm or partnership, corporate or otherwise, states, administrative and/or governmental entities and vice versa.

- (g) The words “**monies**”, “**money**”, “**Ringgit Malaysia**” and the symbol “**RM**” will be construed to mean the Malaysian currency.
- (h) The Schedule to this Charge forms an integral part of this Charge and must be read and construed accordingly.
- (i) Where there are two (2) or more persons or parties comprised in the expression the “Chargor” or “Customer”, all agreements, covenants, terms, stipulations and undertakings expressed to be made by and on the part of the Chargor and/or the Customer will be deemed to be made by or binding upon all such persons or parties jointly and severally.

1.3 Murabahah Facility Agreement incorporated into this Charge

All provisions of the Murabahah Facility Agreement are incorporated into and will form part of this Charge. All representations, warranties and covenants made in the Murabahah Facility Agreement by the Customer will be deemed to have been made by the Chargor (with any necessary alterations) and references to the Customer in the Murabahah Facility Agreement will be read as if they were references to the Customer and/or the Chargor (as applicable). If there is any conflict or discrepancy between the provisions of the Murabahah Facility Agreement and this Charge, the provisions of this Charge will prevail for the purpose of interpretation and enforcement of this Charge.

2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and warranties

The Chargor hereby represent and warrant to the Bank as follows:

- (a) that this Charge constitutes the legal, valid and binding obligations of the Chargor in accordance with their terms and conditions;
- (b) that the Chargor’s execution, delivery and performance of this Charge will not:
 - (i) violate the provisions of any law, regulation, order or decree of any governmental authority, agency or Court to which the Chargor is subject;
 - (ii) violate the provisions of any (I) mortgage, (II) contract, or (III) other undertaking or instrument to which the Chargor is a party, or which is binding upon the Chargor; and
 - (iii) result in the creation or imposition of any obligation to create or impose any mortgage, lien, pledge or charge on any of the Chargor’s assets or revenues;
- (c) that all consents, approvals or authorisations of any relevant authority which the Chargor is required to obtain or are advisable for or in connection with the execution, delivery, performance, legality and enforceability of this Charge have been obtained and are in full force and that any conditions contained in or applying to such consents, approvals and authorisations have been complied with;
- (d) (i) that the Chargor is not in default of any agreement to which the Chargor is a party or is bound by; and (ii) no litigation, arbitration, administrative or voluntary arrangement or judicial management proceedings are

presently afoot, pending or threatened against the Chargor which may materially affect the solvency of the Chargor and might impair the Chargor's ability to perform the Chargor's obligations under this Charge;

- (e) (i) that the Chargor has the full and absolute power, right and authority to execute this Charge; and (ii) that no person or party has or will have priority over the Bank in relation to the Property and/or this Charge, except to the extent the Bank, in its discretion, may agree in writing;
- (f) that none of the accounts of the Chargor and/or the Customer is listed under the Biro Maklumat Cek ("BMC") guidelines or designated as "special" under such guidelines;
- (g) if the Chargor is a corporation:
 - (i) the Chargor is duly incorporated under the laws of the relevant jurisdiction;
 - (ii) all requisite corporate shareholders' or other approvals for the execution of this Charge have been obtained; and
 - (iii) the Chargor is empowered to execute this Charge under its constitutive document;
- (h) that there has been no material adverse change in the Chargor's financial condition; and
- (i) that all the particulars and declarations furnished, provided or made by the Chargor in relation to the Customer's application for the Facility are true, accurate and correct in all respects.

2.2 Truth and correctness of representations and warranties

- (a) The Chargor acknowledges that the Bank accepts this Charge on the basis of and in full reliance upon the representations and warranties in this Charge, which are correct in all material respects for so long as this Charge remains in force.
- (b) The Chargor also acknowledges that the truth and correctness of all the representations and warranties form the basis of the Bank's commitment to make available the Facility to the Customer. If any representation or warranty made is incorrect in any material respect, the Bank will have the right to review, suspend, recall or terminate the Facility or any part of the Facility.

2.3 Charge

As security for the due and punctual payment of the Secured Amounts, the Chargor charges the Property by way of legal charge under the Applicable Acts (as applicable).

3 COVENANT TO PAY

3.1 Covenant to pay

- (a) In consideration of the Bank agreeing at the Customer's request (i) to grant and make available the Facility to the Customer, the Chargor agrees, covenants and undertakes to pay the Bank, on demand, the Secured Amounts within the time period specified in the written notice issued by the Bank and to pay such sums and

monies payable or may become payable by the Chargor and/or the Customer under the Facility pursuant to the Murabahah Facility Agreement, this Charge and the other Security Documents (if any).

- (b) Any statement of a manager, assistant manager, any other officer of the Bank or any solicitor or firm of solicitors purporting to act for the Bank as to (i) the Secured Amounts or (ii) the balance of the Secured Amounts and/or (iii) any sums due and payable in respect of the Facility pursuant to the this Charge and the other Transaction Documents will, except in the case of fraud or obvious error, be final and conclusive evidence against the Chargor.

3.2 Demands/notices

- (a) If the Chargor fails to pay or procure payment of the Secured Amounts by such date of payment stipulated by the Bank and continues to do so for a period of seven (7) days, the Bank may give the Chargor a statutory notice pursuant to the Applicable Acts requiring the remedy of such failure or refusal to pay within a period of seven (7) days calculated from the date such statutory notice is deemed to have been served. If under the provisions of the Applicable Acts, the required duration of the statutory notice is longer than seven (7) days, then the statutory notice given pursuant to such Applicable Act will be for the duration prescribed under that Applicable Act.
- (b) All Secured Amounts and any monies payable under the Facility will immediately become due and payable and must be discharged by the Chargor and/or the Customer immediately:
 - (i) upon the happening of any event stipulated in Clause 11.1 (*Event of Default*) of the Murabahah Facility Agreement; or
 - (ii) if the Chargor and/or the Customer (i) threaten to commit or (ii) commit a breach of any of the terms contained in this Charge (other than the covenant or undertaking for payment of monies due under Clause 3.2(a) above) which is capable of remedy and is not remedied within a period of seven (7) days from the date of happening of such breach.

If the Chargor and/or the Customer fail to pay the Secured Amounts and any monies payable under the Facility or fail to remedy the breach, the Bank will be entitled to exercise its rights as provided for in Clause 3.2(a) above.

- (c) If the Bank makes any demand for payment of any of the Secured Amounts and/or other monies pursuant to Clauses 3.2(a) or 3.2(b) above, the Bank will ascertain the amounts that the Chargor should pay. The Chargor agrees that any statement of such amounts issued by a manager, assistant manager, other officer of the Bank or any solicitor or firm of solicitors purporting to act for the Bank will, except in the case of fraud or obvious error, be final and conclusive.
- (d) Any notice required to be given to the Bank (i) must be in writing; (ii) signed by the Chargor; and (iii) will be effective only on receipt by, and evidenced by an acknowledgment of the Bank; or where applicable, are given via channels permitted by the Bank.
- (e) Notices, demands or other communications sent to the Chargor will be via any of the following modes and will be deemed to have been served on the Chargor accordingly: -

- (i) if delivered personally at the time of delivery or despatch to the Chargor's last address maintained in the Bank's record;
 - (ii) if sent by post, on the seventh (7th) day after posting (which may be by way of insertion into any statement of accounts);
 - (iii) if sent by courier, immediately on the Chargor's acknowledgement on the courier consignment notice;
 - (iv) if sent by any forms of instantaneous communication (including e-mail, short message service (sms) and voice recordings), immediately; or
 - (v) if by publication on the Bank's website or at any of the Bank's branches, on the day of publication.
- (f) It will be the Chargor's responsibility to ensure that any notices sent via any of the modes stated above are not read or accessed by any third party. The Bank will not be responsible in any manner for any embarrassment caused or for any loss or damage however arising, by the third party reading or accessing such notices.
- (g) The Chargor must give actual notice to the Bank of any change in address via channels permitted by the Bank in order for such change of address to be effective and binding on the Bank.
- (h) If there is any change to the Chargor's (i) telephone number(s); (ii) e-mail address(es); and/or (iii) other particulars recorded with the Bank (collectively "Personal Particulars"), the Chargor must notify the Bank promptly to ensure that all correspondence and/or communications reach the Chargor in a timely manner.
- (i) Any notice that the Bank gives, including any notice of demand for monies lent or advanced by the Bank to the Customer and/or Chargor may be signed on the Bank's behalf by a director, general manager, manager, assistant manager, officer or by any solicitor of a firm of solicitors acting on the Bank's behalf. If the notice is computer-generated, it need not be signed.

4 UNDERTAKINGS

In the case where the Chargor comprises two or more persons, and any of such persons is bankrupt at the time the Facility is granted or is subsequently declared a bankrupt, and the Bank does not realise its security under this Charge within twelve (12) months from the date of the bankruptcy order, the other parties comprising the Chargor who are not bankrupt must continue to pay the full Secured Amounts.

5 SECURITY

5.1 Continuing security

This Charge is expressly intended to be and will be a continuing security for the payment of the Secured Amounts and all monies now or in future payable by the Customer under the Transaction Documents. The continuing nature of the security applies even if (i) the Chargor's accounts and/or the Customer's accounts with the Bank cease to be current for any reason or (ii) there is any settlement of accounts. This Charge will not be determined or affected by the winding-up, amalgamation, reconstruction, bankruptcy, death, mental

incapacity or other similar change in condition or status of the Customer and/or the Chargor and/or any other Security Party.

5.2 Covenant to provide further security

- (a) If the value of the Property diminishes, if the Property is in jeopardy in any way or the value of the Property becomes insufficient to secure the Secured Amounts and the Bank requests for additional security to be provided, the Chargor shall create or procure that the Customer creates further security in favour of the Bank, in such form and value to be agreed by all parties.
- (b) The Chargor must at the Bank's request, deposit with the Bank (i) the documents of title to any immovable properties vested in the Chargor for any tenure, and (ii) any debentures, shares, stocks or other investments or securities registered in the Chargor's name or otherwise belonging to the Chargor, as the Bank may require. Such deposit will be by way of collateral for the payment of the Secured Amounts and also secure any other monies owing to the Bank that are not already secured by this Charge.

5.3 Restriction against other charges

The Chargor declares, covenants, warrants and undertakes that there are no mortgages, charges, pledges, liens or other security interests over or affecting the Property having priority over this Charge and that:

- (a) the Chargor will not during the subsistence of this Charge, without the prior consent in writing of the Bank, (i) execute any form of charge, mortgage, pledge, lien or other security interest over or affecting the Property or (ii) permit to exist any caveat or prohibitory order in respect of the Property;
- (b) this Charge will not prejudice or operate to merge with, or otherwise affect any security already given or which may be given to the Bank by the Chargor or any other Security Parties.

6 TAKAFUL

6.1 Takaful for the Property

- (a) The Chargor will ensure that the Property is covered against loss or damage by fire and against such other risks as the Bank deems expedient under a takaful plan taken up with a takaful operator approved by the Bank, for an amount acceptable to the Bank. The Chargor must cause the Bank's interest as loss payee to be endorsed on the takaful plan so taken up.
- (b) If the Chargor fails to comply with Clause 6.1(a) above, the Bank may (but is not obliged to) effect such takaful in accordance with Clause 6.1(a) above. The Chargor must pay to the Bank all monies expended by the Bank in respect of such takaful plan immediately on demand.

6.2 Other Takaful

The Chargor must at the Bank's request, take up and maintain (or procure that the Customer takes up and maintains) a Group Mortgage Takaful Plan to protect the Bank against risks associated with the Chargor's death and/or the Customer's death (as applicable). The Chargor agrees and undertakes that it will (or will procure the Customer will), (i) assign absolutely all rights, title, interest and benefits to the proceeds payable under the Group Mortgage Takaful Plan to the Bank as further security, and (ii) name the Bank as the sole

beneficiary under such plan. If the Chargor fails to do so, the Bank may (but is not obliged to), at the Chargor's cost and expense, take up and maintain a takaful plan guaranteeing the payment of all or any part of monies owing by the Chargor and/or the Customer to the Bank on such terms as the Bank reasonably thinks fit. If an Event of Default occurs, the Group Mortgage Takaful Plan may be terminated by the Bank and the Bank will be entitled to surrender the relevant takaful certificate and receive the relevant surrender value under the takaful plan.

6.3 Restriction against additional takaful

Unless authorised by the Bank, the Chargor must not effect or maintain any takaful against any risks in respect of the Property or any works buildings or fixtures on or in respect of the Property or any other property charged or secured to the Bank when the Bank or the Chargor has effected or has kept on foot the takaful plan referred to in Clause 6.1(a).

6.4 Contribution receipts

If requested by the Bank, the Chargor must deliver (or procure the delivery by the Customer, as applicable) (i) all takaful certificates, (ii) copies of such certificates and/or (iii) evidence of contributions paid in respect of such takaful to the Bank.

6.5 Application of Takaful monies

- (a) The Bank may require any monies received on any takaful plans whether effected by the Bank, by the Chargor and/or by the Customer to be applied towards making good any loss or damage to the Property OR towards the payment of the Secured Amounts. The Chargor agrees that (i) all monies received under the takaful plans will be held on trust for the Bank and (ii) the Bank may receive such monies and give a good discharge for all such monies.
- (b) The Chargor acknowledges that notwithstanding any surrender of or claim under any takaful plan, the Chargor and the Customer will remain liable to pay the Secured Amounts in accordance with the provisions of the Facility Agreement and this Charge.
- (c) If the Chargor, with the prior consent of the Bank, chooses to apply the monies received under any takaful plans to make good any loss or damage to the Property, the Chargor must in addition to paying the Secured Amounts, bear any shortfall that arises after applying the compensation received under the takaful plans to making good such loss or damage to the Property.
- (d) If the Chargor chooses to utilise the monies received under any takaful plans towards settlement of the Secured Amounts and other monies payable under the Facility, and the monies so received are less than the total Secured Amounts, the Chargor must pay to the Bank the difference between the total amount received by the Bank under the takaful plans and the total Secured Amounts due, within seven (7) days from the date of demand by the Bank.

7 BREACH OF COVENANT

7.1 Breach of Covenant

If the Chargor and/or Customer breaches any of the terms of this Charge and such breach continues for a period of not less than one (1) month (or any other shorter period allowed for by law) , the Bank may give the Chargor and/or Customer notice requiring the Chargor and/or Customer to remedy such breach . The service of such notice will be effected in the manner stipulated in Clause 3.2 above.

8 REMEDIES

8.1 Remedies of the Bank

If any Event of Default occurs, the Bank will be entitled to exercise such rights and powers exercisable upon such default, as the Bank may have (i) under this Charge and any of the Security Documents or (ii) at law. This includes but is not limited to all or any of the following rights and powers:

- (a) the right to enter and take possession of the Property or any part or parts of the Property and to be registered as proprietor of such Property (if permissible under any of the Applicable Acts);
- (b) the right to sell the Property by public auction or by private treaty, and the right to bid at such public auction,
- (c) the right to sue and institute civil suit or action for the recovery of the Secured Amounts, (i) before first realising the Property, or (ii) concurrently with any of the other rights and remedies of the Bank under this Charge or at law,

AND the Chargor expressly agrees, covenants and undertakes to do and execute all acts, deeds, instruments and things which the Bank may require or stipulate for the purpose of effecting and/or completing any act or transaction mentioned in this clause.

8.2 Proceeds of sale

All monies received by the Bank from any proceedings instituted or steps taken under this Charge or any other Security Documents will be applied by the Bank (unless otherwise provided in the Murabahah Facility Agreement):

- FIRSTLY to pay quit rent, rates, taxes, assessments and other outgoings due to the Government;
- SECONDLY to pay (i) all costs, charges and expenses incurred and payments made by the Bank under the provisions of this Charge or any other Security Documents (if any) and (ii) any other taxes payable under any written law for the time being in force on the disposal of the Property;
- THIRDLY to pay the Secured Amounts due and remaining unpaid under the Facility, including any late payment compensation charges;
- FOURTHLY to pay all other monies due and remaining unpaid under this Charge or any other Security Documents (if any);
- FIFTHLY any surplus will be paid to the persons entitled to such surplus.

PROVIDED ALWAYS THAT if the Bank is of the opinion that the security provided by the Chargor is or may be deficient, this will not prejudice the right of the Bank to receive (i) the full amount to which it would have been entitled, or (ii) any lesser amount which the Bank may ultimately realise from the security.

8.3 Personal liability of the Chargor(s)

If the amount realised by the Bank on a sale of the Property, after deduction and payment of all fees (including the fees of the Bank's solicitors on a full indemnity basis), dues, costs, rents, rates, taxes and other outgoings on the Property, is less than the amount due to the Bank (and whether the Bank is the purchaser at such sale or otherwise), the Chargor must pay or procure the payment to the Bank of the difference between the amount due and the amount so realised. Until such payment, the Chargor will also pay any applicable expenses incurred by the Bank.

8.4 Concurrent exercise of remedies

The Bank will have absolute liberty to concurrently exercise all or any of its rights and remedies under this Charge or at law or otherwise. This includes but is not limited to (i) the right to pursue its remedies of sale and possession pursuant to the provisions of the Applicable Acts and (ii) the right to recover by civil suit all monies due and owing by the Chargor, the Customer, the Guarantor (if any) or any other persons to the Bank.

9 COVENANTS IN RESPECT OF THE PROPERTY

9.1 Compliance with land title conditions

The Chargor must comply with and observe:

- (i) all the conditions, restrictions and category of land use (express or implied) imposed upon, relating to or affecting the Property or to which the Property is subject; and
- (ii) the provisions of any Act of Parliament, ordinance or enactment and any rules or orders (including revisions) under the same for the time being in force, that are applicable to the Property.

9.2 Use of the Property

The Chargor must not and must procure the Customer will not:

- (a) store or bring upon the Property any articles of a specially combustible, inflammable or dangerous nature;
- (b) do or permit to be done anything that may cause the takaful plans referred to in Clause 6.1 to become void or voidable.

The Chargor must, upon receiving notice in writing from the Bank that any use of the Property (including any structure or fixture on the Property) or any part of the Property, will or might adversely affect the Bank's interests, the Chargor must immediately discontinue such use.

9.3 Payment of outgoings

The Chargor must punctually pay when due, all rents (including quit rent, assessments, taxes, charges, duties, impositions and other outgoings charged, assessed, levied or imposed upon the Property or upon the owner or occupier of the Property or otherwise payable in respect of the Property) and produce to the Bank upon demand, all receipts for such payments. If the Chargor fails to pay any such monies, the Bank may (but is not obliged to) pay the same or any part of such monies. In such event, the Chargor must repay all monies expended by the Bank on demand by the Bank. Until the Chargor repays such amounts, such amounts will form part of the Secured Amounts.

9.4 Information on matters affecting security

If the Chargor (i) is served with any application, demand, notice or order and/or (ii) is aware of any transactions involving the Property or any part of it, the Chargor must inform the Bank of the same promptly (time being of the essence). The Chargor must promptly produce such application, demand, notice, order or other documents evidencing such transaction to the Bank if requested to do so. The Chargor must do all acts and take all steps necessary or expedient to safeguard and preserve (i) the Property or (ii) the title of ownership to such Property. The Chargor further agrees that the Bank may (if necessary) at the Chargor's expense do all such acts and employ all such persons as the Bank reasonably deems fit for the purposes of safeguarding and preserving the Property or any part of it.

9.5 Dealings with security

The Chargor may not, without obtaining the prior written consent of the Bank:

- (a) transfer, sell, charge or otherwise deal (i) with the Property or any part of the Property or (ii) any interest in such Property;
- (b) subject the Property to any burden, charge, encumbrance, liability or lien;
- (c) make any application for the alteration of the category of land use or for the imposition of any fresh category of land use in respect of the Property; or
- (d) make any application for the rescission, removal or amendment of any condition or restriction affecting the Property.

9.6 Leasing and possession

The Chargor may not, without obtaining the written consent of the Bank:

- (a) let out or lease or grant any licence relating to;
- (b) agree to let out, lease or grant any licence relating to;
- (c) part with the possession with; or
- (d) make or accept the surrender of any lease of,

the Property or any part of it. If the Bank gives the Chargor the Bank's prior written consent to do any act referred to in sub-clauses (a) to (d) above, the Bank may make such consent subject to such terms and conditions as the Bank thinks fit. The decision of the Bank as to the grant of any consent, or the conditions upon which any consent is granted, will be final and conclusive. The Chargor expressly agrees and declares that the provisions of Section 251 of the National Land Code 1965 will not apply to this Charge.

9.7 Repairs

The Chargor must at all times keep the buildings, installations and structures (whether fully built or in the course of construction) and all fixtures and fittings in or on the same, and other erections on the Property, (i) in good and tenantable repair and condition and (ii) fully protected from damage or deterioration as a result of weather or malicious damage or any other cause. The Chargor must replace any fixtures and fittings which have become worn out or are otherwise unfit for use by others with substitutes of a similar nature and of equal value. If the Chargor fails to do any of the things required of it under this Clause, the Bank may (but is not obliged to) enter into the Property to carry out such repairs as may be necessary.

9.8 Restriction on Alterations

The Chargor must not, without obtaining the prior written consent of the Bank, alter, pull down or remove any building, structure or fixture now or at any time in future erected on or affixed to the Property or any part of the Property. If the Chargor alters, pulls down or removes any building, structure or fixture without the prior written consent of the Bank, the Chargor must immediately replace or make good the part of the building, structure or fixture affected.

The Chargor must complete the erection of any new building, additional structure or renovation if the purpose of the Facility is to fund such erection or renovation. Such erection or renovation must be undertaken in accordance with the plans approved by the relevant authorities (including any subsequent amendments to such plans) as may have been agreed in writing by the Bank, and with all reasonable speed. In carrying out such erection or renovation, the Chargor must comply with all requirements of any local municipal or other competent authorities necessary for the Chargor to obtain a certificate of completion and compliance, which the Chargor must obtain not later than such date as the Bank may stipulate.

9.9 Right of inspection

The Bank and its agents and workmen may at all reasonable times of the day (i) enter into the Property, (ii) have access to any structure or fixture on the Property and (iii) view and inspect the condition of repair of the Property and/or any structure or fixture on it. The Chargor agrees that, if the Bank enters and repairs the Property or any structure or fixture on it, the Bank will not be liable as a chargee in possession.

9.10 Discharge on full payment

Subject to and without prejudice to the Bank's rights and remedies against the Chargor (i) under Clause 8.1 of this Charge or (ii) in respect of any antecedent claim or breach of covenant by the Chargor, all provisions of this Charge will cease to be of any effect (i) on the satisfaction by payment or otherwise of all monies and liabilities due or owing or payable by the Chargor(s) and/or the Customer(s) to the Bank under this Charge or otherwise intended to be secured by this Charge, and (ii) upon the registration of the discharge of this Charge.

9.11 Duties of Chargor(s) and/or Customer(s) to comply with laws and regulations (where applicable)

The Chargor covenants and undertakes to perform, observe, discharge and abide by all the duties, responsibilities, liabilities, obligations and covenants imposed on the Chargor by:

- (i) the Applicable Acts or any by-laws established under the Applicable Acts; or
- (ii) any regulations, resolutions and by-laws passed by the developer or the Management Corporation of the Property (as applicable) in relation to the Chargor's rights in, use of and enjoyment of the Property and the common property (as applicable).

The Chargor further covenants and undertakes not to do or cause to be done anything contrary to or inconsistent with the abovementioned duties, responsibilities, liabilities, obligations and covenants.

9.12 Management Fund (where applicable)

The Chargor must promptly pay such contributions, subscriptions, dues and levies to the Management Fund, in such manner and at such times as may be determined by the Developer/Vendor or the Management Corporation, as the case may be, for the purposes of maintaining, controlling, managing and administering the common property, paying rents, rates, assessments, taxes and takaful contributions and discharging any other obligations on the part of the Developer/ Vendor or the Management Corporation, as the case may be. If the Chargor defaults on such payment, the Bank may (but is not obliged to) pay the same or any part of such payment.

10 SERVICE OF ORIGINATING PROCESS

10.1 Service of originating process

In addition to any mode of service that may be permitted or prescribed by any written law, if the Bank commences legal proceedings against the Chargor, the originating process will be deemed to have been duly served on the Chargor at the last address maintained in the Bank's records if: -

- (a) delivered by registered post or ordinary post, after the expiration of five (5) days from the date it is posted; and
- (b) delivered by hand, on the day it is delivered.

The provisions in Clause 10.1(a) and Clause 10.1(b) will apply to the service of any other legal processes whatsoever by or on behalf of the Bank on the Chargor.

10.2 Change in Address

If there is any change in the Chargor's address, the Chargor must notify the Bank promptly via channels approved by the Bank in order for such change to be effective or binding on the Bank.

11 GENERAL TERMS

11.1 Changes in the Bank

The securities, liabilities and obligations of the Bank created by this Charge will continue to be valid and binding for all purposes notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of the Bank or of any company by which the business of the Bank may for the time being be carried on.

11.2 Changes in the Chargor

The securities, liabilities and/or obligations created by this Charge will continue to be valid and binding for all purposes notwithstanding any change (whether by reason of bankruptcy, death, insanity or otherwise) in the name, style or composition of the Chargor. No change in relation to or affecting the Chargor will in any way affect the securities, liabilities and/or obligations created by this Charge.

11.3 Consolidation

- (a) The provisions (if any) of the Applicable Acts restricting the right of consolidation will not apply to this Charge. Unless the Bank otherwise agrees, the Chargor will not be entitled to redeem, release or discharge any security given by the Chargor to the Bank under this Charge or any security, whether given now or in future except on payment to the Bank of (i) all monies secured by this Charge and (ii) all other monies owing, payable or due from the Chargor to the Bank under any other account or accounts.
- (b) The Bank may, with seven (7) days' prior written notice to the Chargor:
 - (i) withhold, combine, consolidate or merge all or any of the Chargor's account or accounts of any nature (whether current, deposit or financing account), at any of the Bank's branches with any of the Chargor's liabilities (whether such liabilities are present, future, actual, contingent, primary, secondary, collateral, secured or unsecured, several or joint) under any account (whether current, deposit or financing account), agreement or contract with the Bank;
 - (ii) set off, debit or transfer any sum (whether in the same or different currencies) standing to the credit of any such account, agreement or contract, in or towards the satisfaction of any of the liabilities of the Chargor and/or the Customer and/or the other Security Parties under any of the Transaction Documents or any other account or accounts of any nature (whether current, deposit or financing account), agreements or contracts (whether such liability be present, future, actual, contingent, primary, secondary, collateral, secured or unsecured, several or joint).

11.4 Modification and indulgence

The Bank may, by serving not less than twenty-one (21) days' written notice on the Chargor and/or the Customer, at any time and without in any way affecting the Security created by this Charge:

- (a) vary the terms and conditions governing the Facility and/or the provisions of this Charge and/or the other Security Documents. The Chargor irrevocably and expressly consents to any and all such variations (no matter how substantial);
- (b) grant to the Chargor, the Customer, the other Security Parties or any other person any time or indulgence;
- (c) renew any bills, notes or other negotiable securities;

- (d) deal with, exchange, release, modify or abstain from perfecting or enforcing any Security Documents or other guarantees or rights it may now or at any time hereafter or from time to time have from or against the Chargor, the Customer or any other person;
- (e) compound with the Chargor, the other Security Parties or any other person;
- (f) vary the number of and/or the amount of the Secured Amounts to be paid by the Chargor(s) and/or Customer(s) to the Bank;
- (g) vary the number and/or the amount of instalments to be paid by [the Chargor and/or] the Customer to the Bank to repay the Secured Amounts; or
- (h) have recourse to all or any remedies or means for recovering the monies secured by this Charge which may be available for such purpose at such time and in such order and manner as the Bank may think fit.

11.5 Suspense account

Any monies received under this Charge may be placed and kept to the credit of a suspense account for so long as the Bank thinks fit. The Bank will not be under any obligation in the meantime to apply the same or any part of such amounts towards the discharge of any of the Chargor's and/or the Customer's liabilities to the Bank. Regardless of any such payment, if there are any proceedings in or comparable to bankruptcy, arrangement or judicial management, the Bank may prove for and agree to accept any dividend or composition in respect of the whole or any part of such monies and liabilities in the same manner as if this security had not been created.

No monies or dividends so received by the Bank will be applied towards payment of any amounts owed by the Chargor under this Charge, and the Chargor and/or the Customer must continue to pay the full amount secured by this Charge, until the Bank receives from all sources, one hundred sen in the Ringgit on the ultimate balance outstanding against the Chargor and/or the Customer. After the Bank has received such ultimate balance in full, any claim on the Chargor's part and/or on the Customer's part to any excess or any securities remaining with the Bank will be a matter of adjustment between the Bank and the Chargor, the Customer and/or any person or persons laying claim to such excess.

11.6 Liens and other securities

Nothing in this Charge will prejudice or affect (i) any lien to which the Bank is entitled or (ii) any other securities which the Bank may at any time or from time to time hold on account of the monies secured under this Charge. Nothing contained in this Charge will operate to merge, prejudice or affect (i) any bill, note, guarantee, mortgage or other security which the Bank may for the time being have for any money that this Charge secures or intends to secure or (ii) any right or remedy of the Bank under such bill, note, guarantee or other form of security.

11.7 Payments by Chargor and/or the Customer

The Chargor must pay or procure payment of:

- (i) all stamp duties, fees or other charges payable on or incidental to the execution, issue, delivery, registration and enforcement of this Charge and the relevant Security Documents; and
- (ii) all legal costs and expenses in connection with or incidental to this Charge (this includes the fees of the Bank's solicitors (on a solicitor and own client basis)) whether or not the Facility is aborted before utilisation.

The Bank reserves the right to charge all such expenses to the Chargor's accounts with the Bank.

11.8 Costs and expenses

- (a) The Chargor must pay the Bank on demand all costs, charges and expenses that the Bank incurs under this Charge including costs incurred:-
 - (i) pursuant to the provisions of the Applicable Acts;
 - (ii) in the creation, recovery, enforcement and/or preparation of this Charge and the other Security Documents;
 - (iii) in the giving of any notice;
 - (iv) in the making of any demand pursuant to this Charge; and
 - (v) all other monies paid by the Bank in respect of such costs, charges, expenses and expenditure.

The Bank may charge any such costs, charges and expenses to the Chargor's and/or the Customer's accounts.

- (b) If the Bank is compelled to recover any monies secured by this Charge through any legal process, the Chargor must pay or procure payment of (in addition to the monies secured by this Charge then due and payable) the fees of the Bank's solicitors (on a solicitor and own client basis) and any other fees and expenses incurred in respect of such recovery.

11.9 Indemnity

- (a) The Chargor must not do or omit or suffer to be done, any act, matter or thing relating to the Property which will or is likely to contravene the provisions of the Sale and Purchase Agreement, the Transaction Documents, this Charge or any Act, ordinance, enactment, order, rule, regulation or by-law. The Chargor will at all times indemnify and keep indemnified the Bank against all losses, actions, proceedings, costs, expenses, claims and demands arising from the Chargor's breach of this Clause 11.9(a).
- (b) The Chargor must indemnify the Bank against any damages, loss or expenses (including but not limited to legal expenses on a solicitor and own client basis) which the Bank may sustain or incur as a result of any default in payment by the Chargor of any sum due under this Charge. This includes but is not limited to any late payment charges or fees paid or payable in relation to any funds borrowed or deposits from third parties in order to maintain the amount in default or in liquidating or re-employing such funds or deposits.
- (c) The Chargor agrees that any express or implied undertaking, guarantee and/or covenant that the Bank makes upon the Chargor's request to pay the balance purchase price payable by the Chargor and/or Customer under

the Sale and Purchase Agreement (in whatever manner in accordance with the terms and conditions of the Sale and Purchase Agreement) to any entity (including but not limited to any financial institution or Developer/Vendor or their respective solicitors or firm of solicitors), is made the Chargor's behalf and for the Chargor's and/or Customer's benefit. The Chargor will at all times indemnify and keep the Bank indemnified against all actions, proceedings and costs suffered by the Bank arising from such undertaking, guarantee and/or covenant.

11.10 Consent to assign/ transfer

- (a) The Chargor covenants and agrees that the Bank will be at liberty at any time, with at least seven (7) days' notice to the Chargor and without the Chargor's consent, to assign and/or transfer all its rights, interests, benefits and obligations under this Charge to any person or financial institution upon such terms as the Bank deems fit if (i) such sale, transfer or assignment does not materially and adversely affect the Chargor's rights under this Charge or (ii) the Facility. A statement in such notice of the amount due to the Bank will, except in the case of fraud or obvious error, be conclusive and binding on the Chargor and the Customer for all purposes.
- (b) The Chargor may not assign and/or transfer the Chargor's rights, interests and obligations under this Charge without the prior written consent of the Bank.

11.11 Custody of documents

The Bank will have custody and possession of the issue documents of title/strata title to the Property. The Bank will not be under any obligation to surrender or part with the possession of the issue documents of title/strata title of the Property unless the production of any such document is required for purposes of any action or matter initiated or instituted by the Government or any government authority or department.

11.12 Further assurance

The Chargor must from time to time and at any time, execute and do all such transfers, assignments, assurances, charges, debentures, instruments, documents, acts and things as the Bank may reasonably require (i) for perfecting the security under this Charge; (ii) for facilitating the realisation of the Property; and (iii) for the exercise of any of the Bank's powers, authorities and discretions conferred by this Charge. The Chargor must also give all notices, orders and directions which the Bank may think expedient.

11.13 Threatened proceedings etc.

The Chargor agrees and undertakes:

- (a) to advise the Bank immediately of any threatened, impending or existing legal proceedings affecting the Chargor, the Customer and/or the other Security Parties (if any); and
- (b) to advise the Bank immediately of any change in the Chargor's, the Customer's and/or the Security Parties' financial standing.

11.14 Right to disclose information

- (a) The Chargor expressly agrees, consents to and authorises the Bank to disclose any information relating to the Facility and the Chargor's affairs or accounts to:
- (i) the Bank's agents, service providers, auditors, valuers, legal counsel, other professional advisors, any contractor appointed to carry out construction or renovation of the Property, any vendor, proprietor or developer of the Property and their respective successors-in-title and assigns, any party appointed by Court, and any party in an agreement which relates to the Property, whether in or outside Malaysia;
 - (ii) the credit bureau established by Bank Negara Malaysia and other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank;
 - (iii) any financial institutions with which the Chargor has or proposes to have dealings;
 - (iv) any takaful provider on the Bank's panel or a takaful provider acceptable by the Bank with whom the Bank may choose to take up takaful in relation to the Facility or the Property;
 - (v) entities within the corporate group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("**Group Companies**") whether such Group Companies are residing, carrying on business, incorporated or constituted within or outside Malaysia;
 - (vi) the Customer or any other Security Party;

for facilitating the business, operations, provision of the Facility and related services, performance of the contract and services of or provided by the Bank and/or the Group Companies as well as to:

- (vii) any tribunal, courts, governmental agencies or bodies or other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank whether in or outside Malaysia in order to comply with any order, demand, request or reporting requirement or for the purposes of litigation or potential litigation involving the Bank as and when required or requested to do so from time to time and at any time;
- (viii) any company and/or organisation that assists or facilitates the processing and/or fulfillment of transactions or instructions that the Chargor has requested and/or given to the Bank; and
- (ix) any potential transferee or assignee with whom the Bank is negotiating the transfer, assignment and novation of the rights or obligations under or by reference to this Facility, Charge and/or Security Documents; and
- (x) such third parties and for the purpose(s) as identified in the CIMB Group Privacy Notice under the heading of 'Disclosure of Your Personal Information' and 'How We Use Your Personal Information' respectively.

The Chargor agrees that the consent given above cannot be withdrawn where such disclosure of the Chargor's information is necessary for the provision of the Facility and/or related services or the performance of the contract with the Customer and/or the Chargor to comply with contractual requirements or to comply with any legal requirements.

- (b) Disclosure to Group Companies (within Malaysia) may also be for cross-selling of the Bank and/or the Group Companies provided always that disclosure for cross selling purposes shall not be effected if such disclosure is objected by the Chargor.
- (c) The Bank may also disclose the Chargor's information such as name and contact details (excluding the Chargor's affairs or account) to third party business partners and strategic alliance partners for cross selling, marketing and promotional purposes if the Chargor's consent has been obtained.
- (d) However, the Chargor may at any time revoke or withdraw the above mentioned consent to disclosure of information by the Bank to Group Companies (within Malaysia) and to third party business partners and strategic alliance partners for cross selling, marketing and promotional purposes by contacting the Bank at Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan, Tel No: +603 6204 7788.

11.15 Severability

Any provision, term, condition, stipulation, covenant or undertaking in this Charge and/or the other Security Documents that is or becomes illegal, void, invalid, prohibited or unenforceable will only be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability and will not invalidate the remaining provisions of this Charge.

11.16 No inference of waiver or acquiescence

The Bank will not be considered to have waived or acquiesced in the any default under any the Transaction Documents and may continue to exercise all remedies available to it even if the Bank:

- (i) does not exercise any remedy available to it immediately on such default; or
- (ii) has accepted monies from the Chargor and/or Customer after such default.

Any delay on the part of the Bank in taking steps to enforce the remedies available to the Bank under this Charge, the other Security Documents or statute will not prejudice the Bank's right of action against the Chargor. Any waiver, consent or approval given by the Bank will only be effective if given in writing and will only be for the purpose and upon the terms and conditions (if any) stated in such consent or approval.

11.17 Legal incapacity of Chargor(s) and/or the Customer(s)

Where any monies are owing under and secured by this Charge, they will be deemed to be so owing and secured notwithstanding any legal limitation or incapacity of the Customer in respect of the Facility which might be used as a defence as between the Chargor and/or Customer and the Bank.

11.18 No set-off or counterclaim by Chargor(s) and/or the Customer(s)

- (a) Until all monies and liabilities due or incurred by the Chargor and/or the Customer to the Bank have been paid or discharged in full, the Chargor must not, (i) by paying off any sum recoverable under this Charge or

(ii) by any other means or on any other ground, claim any set-off or counterclaim against the Bank in respect of any liability of the Bank to the Chargor.

(b) All sums payable by the Chargor under this Charge must be paid free and clear of and without any deduction or withholding on account of any tax (except to the extent required by law). If:

(i) the Chargor and/or the Customer or any other person is required at law to make any deduction or withholding on account of any tax or any other amount from any sum paid or payable by the Chargor, the Customer or any Security Parties to the Bank under this Charge and the other Security Documents; or

(ii) the Bank (or any person on its behalf) or any of the Security Parties is/are required by law to make any deduction or withholding from any payment (except on account of tax on the overall net income of the Bank) under this Charge and the other Security Documents,

the Chargor must notify the Bank of any such requirement or any change in such requirement as soon as the Chargor becomes aware of it.

The Chargor:

(i) will, by giving the Bank thirty (30) days' prior written notice, be at liberty to settle or procure the settlement in full of (i) the Secured Amounts (including any such tax or other amount) without any penalty; (ii) the net cost to the Bank for funding or maintaining the Facility up to and including the date of actual receipt of such settlement by the Bank and (iii) any additional amount to be determined by the Bank representing any loss incurred by the Bank as a result of or arising from such settlement. Upon receipt of such settlement by the Bank, the Facility will be cancelled;

(ii) must pay any tax or other amount before the deadline for payment. If the liability to pay is imposed on the Chargor, the Customer and/or any Security Parties, such payment must be made in the Chargor's, the Customer's and/or the Security Parties' respective names. However, if the liability to pay is imposed on the Bank, such payment should be made on behalf of and in the name of the Bank;

(iii) must pay such additional sum as is necessary to ensure that, after the making of that deduction, withholding or payment, the Bank receives on the due date and retains (free from any liability in respect of any such deduction, withholding or payment) a net sum equal to what the Bank would have received and retained had no such deduction, withholding or payment been required or made; and

(iv) must, as soon as the Chargor, the Customer and/or the Security Parties have paid the relevant taxes, furnish to the Bank (i) a copy of the official receipt in the name of the Bank, issued by the relevant taxation or other authorities and (ii) such other documentation as the Bank may reasonably require for the purpose of furnishing the same to the taxation authorities.

(c) The Chargor agrees that the Chargor's agreements and obligations in Clause 11.18(a) and 11.18(b) above will survive the payment in full of the Facility. This does not prejudice the survival of any other agreement by the Chargor under this Charge.

11.19 Set Off

If the Property is put up for sale by way of auction pursuant to the (i) provisions of this Charge, or (ii) the provisions of the Applicable Acts and the Bank exercises its rights to bid at such sale, the Bank will be entitled to set off the monies due by the Chargor and/or Customer to the Bank pursuant to the Transaction Documents against any monies payable by the Bank as the purchaser at such sale.

11.20 Duty to deliver vacant possession

So long as this Charge continues in force written consent, the Chargor may not without the Bank's written consent permit any person or party other than the Chargor and/or the Customer to be the occupier of the Property. If the Property is sold at a public auction pursuant to (i) the provisions of this Charge or (ii) an order of Court or the land administrator as the case may be, the Chargor must at the Bank's request and at the Chargor's cost and expense deliver vacant possession of the Property to the Bank or to such other persons as the Bank may lawfully direct.

11.21 Unforeseen circumstances

The Bank will not be liable for any failure on its part to perform any obligations under this Charge which is caused directly or indirectly by the action or inaction of any governmental or local authority, any strike, boycott, blockade, act of God, civil disturbance or cause beyond the control of the Bank.

11.22 Statement of account

The Chargor expressly agrees that a statement of account signed by the manager, assistant manager or any other duly authorised officer of the Bank will, in the absence of fraud or obvious error, be final and conclusive proof of the Chargor's indebtedness.

11.23 Involuntary loss

The Bank will not be answerable for any involuntary loss that may be suffered by the Chargor as a result of the Bank exercising any of its powers, rights, privileges and remedies conferred upon it by this Charge or by law.

11.24 Further advances

Nothing contained in this Charge will be deemed to render it obligatory upon the Bank either at law or in equity to make or to continue to make any advances or to afford any other accommodation of facilities to the Chargor and/or the Customer. If such further advances are made, the Bank is duly authorised to upstamp the Murabahah Facility Agreement (if required to do so under the provisions of any written law) and the cost of upstamping (including penalties, if any), will be borne by the Chargor and/or the Customer and will form part of the Secured Amounts. If the Chargor fails to pay such costs, the Bank is duly authorised to debit the Chargor's and/or the Customer's account with such costs.

11.25 Cross default

Any breach by the Chargor and/or the Customer of any of the terms of this Charge or, any other Transaction Documents and/or any documents executed in favour of other financial institutions will be deemed to be a

breach under this Charge and will entitle the Bank to enforce all or any of the remedies available to it under this Charge.

11.26 Variation of term by mutual agreement

The provisions of this Charge may at any time and from time to time, subject to Shariah principles, also be varied by the mutual consent of the parties by means of a mutual exchange of letters or such other means as the parties may agree upon from time to time. Such variations will be deemed to take effect at such time as the parties may agree.

11.27 Applicable law and jurisdiction

This Charge will be governed by and construed in accordance with the laws of Malaysia. The Bank will be at liberty to initiate and take actions or proceedings to enforce this Charge either in Malaysia and/or elsewhere, as it deems fit. The Chargor agrees that where any actions or proceedings are initiated and taken in Malaysia, the Chargor will submit to the exclusive jurisdiction of the Courts of Malaysia.

11.28 Enforcement of this Charge

This Charge is in addition to and not in substitution of any other rights or securities which the Bank may have against the Chargor, the Customer and/or any other Security Parties and may be enforced in accordance with the terms of this Charge without first (i) having recourse to any other rights or securities and (ii) taking any steps or proceedings against any of the other Security Parties.

11.29 Cumulative remedies

The remedies provided in this Charge are cumulative and are not exclusive of any other remedies provided by law.

11.30 Successors bound

This Charge will be binding upon the heirs, liquidators, receivers, personal representatives permitted assigns, and successors in title of the Chargor and is enforceable by the successors in title and assigns of the Bank.

11.31 Entire agreement

This Charge, the other Transaction Documents, and any document or instrument attached to or referred to in this Charge or executed in connection with the Facility will:

- (i) be read and construed together as an entire agreement;
- (ii) be considered a single transaction for the purpose of providing this Facility;
- (iii) integrate all the terms and conditions mentioned in this Charge; and
- (iv) supersede all oral negotiations and prior correspondence concerning the provision of this Facility.

11.32 Time

Time wherever mentioned is of the essence of this Charge.

11.33 Application of payments

The Bank may apply any payments received from the Chargor, the Customer or from any person making payments on behalf of the Chargor (irrespective of whether the purpose of payment has been specified or not) towards satisfaction in whole or in part of the Secured Amounts or other sums of monies then due and payable from the Chargor under this Charge and/or the Transaction Documents in any order that the Bank reasonably deems fit.

11.34 Effective date

The parties to this Charge agree that this Charge will come into force on the date of this Charge irrespective of the different dates on which the parties might have executed this Charge.

11.35 Counterparts

This Charge may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy.

11.36 Privacy Clause

- (a) The Customer and/or Chargor confirm that they have respectively read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at www.cimb.com.my) and the clauses herein, as may relate to the processing of their personal information. For the avoidance of doubt, both the Customer and/or Chargor agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.
- (b) In the event that the Chargor provide personal and financial information relating to third parties, including information relating to their next-of-kin and dependents (where they are individuals) for the purpose of opening or operating their accounts or facilities with the Bank or otherwise subscribing to the Bank's products and services, both the Customer and/or Chargor (a) confirm that they have obtained the third parties' consent or are otherwise entitled to provide the information to the Bank and for the Bank to use it in accordance with this Charge; (b) agree to ensure that the personal and financial information of such third parties are accurate; (c) agree to update the Bank in writing in the event of any material change to such personal and financial information; and (d) agree that the Bank may terminate the Facility should such consent be withdrawn by any of such third parties.
- (c) Where the Customer and/or Chargor instruct the Bank to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities (e.g. the prevention of crime). In instructing the Bank and/or the Bank's agents to enter into any such cross-border transaction, the Chargor agrees to such disclosures, on their behalf as well as the others involved in the said cross-border transaction.
- (d) The Bank may, at any time and from time to time now and/or in the future, carry out the necessary reference checks including but not limited to credit reporting/reference checks with credit reporting/reference agencies

(including but not limited to the CTOS , Financial Information Service Sdn Bhd.) and/or any other agencies and/or from any financial institutions to enable the Bank to ascertain the Customer's and/or the Chargor's status as the Bank may require to make any decisions, for example when the Bank needs to (a) check details in applications for credit and credit-related services or other facilities; (b) manage credit and credit-related accounts or facilities, including conducting reviews of the Chargor's portfolios; and/or (c) recover debts. The Customer and/or Chargor (as applicable) will be linked by credit reporting/reference agencies to any other names they use or have used, and any joint and several applicants. The Chargor agrees that the Bank may also share information about them and how they manage their accounts and facilities with relevant credit reporting/reference agencies, and for any of these credit reporting agencies to disclose the Chargor's credit information to its subscribers for purposes of fraud detection and fraud prevention.

- (e) Even after the Chargor has provided the Bank with any information, the Chargor will have the option to withdraw the consent given earlier, except where such disclosure of the Chargor's information is necessary for the provision of the Facility and/or related services or the performance of the contract with the Customer and/or the Chargor to comply with contractual requirements or to comply with any legal requirements.
- (f) The Bank reserves the right to amend this clause from time to time at its sole discretion and shall provide not less than twenty-one (21) days' prior written notice to the Chargor and place any such amendments on the Bank's websites and/or by placing notices at the banking halls or at prominent locations within the Bank's branches.
- (g) For the purposes of this clause, the CIMB Group consists of CIMB Group Holdings Berhad and all its "related companies" as defined in Section 7 of the Companies Act 2016, and jointly controlled companies that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence operating outside Malaysia, and the use of the words "the Bank" and "the Bank's" are to be read as references to the CIMB Group.
- (h) This clause will be without prejudice to any other clause in this Charge which provides for the disclosure of information.

11.37 Principal and secondary instruments

IT IS HEREBY AGREED AND DECLARED that this Charge and the Transaction Documents are all instruments employed in one transaction in relation to the Facility and for the purpose of Section 4(3) of the Stamp Act, 1949 (consolidated and revised in 1989), the Murabahah Facility Agreement will be deemed to be the principal instrument and this Charge and the other Transaction Documents as the case may be, will be a subsidiary or secondary instrument.

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Execution

SIGNED BY THE BANK AND THE CHARGOR.

THE CHARGOR

Signed by

(NRIC No. •)

in the presence of:

.....

Witness

Chargor

Name:

NRIC No:

THE BANK

Signed by

As Attorney for and on behalf of **CIMB ISLAMIC BANK BERHAD** (200401032872 (671380-H)]

in the presence of:

.....

Witness

Signatory

Name:

NRIC No:

Name:

Designation:

NRIC No:

THE SCHEDULE

(which shall be taken read and construed as an integral part of this Charge)

Item	Description	Particulars
1. (a)	PARTICULARS OF THE CHARGOR/CHARGORS	
1. (b)	PLACE OF BUSINESS OF THE BANK	
2.	PARTICULARS OF THE CUSTOMER/CUSTOMERS	
3.	PARTICULARS OF THE PROPERTY	
4.	DATE OF THE SALE AND PURCHASE AGREEMENT	
5.	DATE OF THE LETTER OF OFFER AND/OR MURABAHAH FACILITY AGREEMENT	LETTER OF OFFER: MURABAHAH FACILITY AGREEMENT:



I, _____ being the Customer named in this Charge, hereby acknowledge the terms of this Charge and covenant to procure the Chargor's compliance with such terms.

Customer(s):

(NRIC No. : _____)

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