



# AFFIN

Celebrating

45  
YEARS  
1975-2020

of serving the nation

Reference No : C/SHSTC/MG/21/005613

Private & Confidential

Date : 13-Jul-2021

MR VIMALAN A/L BALU  
MR BALU A/L GOVINDASAMY  
BLOK B-09-07 DESA PERASANGSANG  
JALAN PJS 3/52  
46150 PETALING JAYA  
SELANGOR

Dear Sir / Madam,

RE : APPLICATION FOR AFFIN HOME SOLUTION PLUS

We are pleased to inform you that Affin Bank Berhad ("the Bank") has agreed to make available to you our housing loan facility subject to the following terms and conditions:-

|          |                       |           |                   |
|----------|-----------------------|-----------|-------------------|
| Facility | Housing Loan Facility |           |                   |
|          | Housing Loan          | RM        | 402,096.00        |
|          | CRTA                  | RM        | 10,350.00         |
|          | Legal Fees            | RM        | 0.00              |
|          | Valuation Fees        | RM        | 0.00              |
|          | <b>Total</b>          | <b>RM</b> | <b>412,446.00</b> |

Purpose : Housing Loan

To part finance the purchase of the Property described in the "Security" clause below and for payment / part payment of the premium for Credit Reducing Term Assurance, legal fees, valuation fees prior to the first drawdown and/or stamp duty (if applicable).

Interest Rate : Housing Loan  
BR plus 0.40% p.a. on Daily Rest

[Currently our Base Rate (BR) is 2.70% per annum.]

The Bank reserves the right to vary the instalment amount in the event of any Base Rate changes by providing seven (7) calendar days prior notice to you. For any other changes in instalment amount, notice period (together with the reasons for such variation or amendment) should be twenty-one (21) calendar days.

Interest Rate : From the date of this letter of offer.  
Effective Date

Tenure : Housing Loan

420 months from date of full drawdown.

Security : 1) Open all monies Facility Agreement.  
2) Open all monies Third Party Assignment and Power of Attorney or First Legal Charge (as the case may be) over the Property below:

|               |                                                                            |
|---------------|----------------------------------------------------------------------------|
| Project Name  | KOI PRIMA 2 (PHASE 2), PUCHONG, SELANGOR                                   |
| Title Details | Master Title, PM 11166, LOT 70280, MUKIM OF TANJUNG DUA BELAS, DISTRICT OF |

C/SHSTC/MG/21/005613

Page 1 of 14

BALU

|                  |                                                           |
|------------------|-----------------------------------------------------------|
|                  | KUALA LANGAT, STATE OF SELANGOR                           |
| Property Details | D-26-2, KOI PRIMA 2 (PHASE 2), 47130<br>PUCHONG, SELANGOR |

Full details of the Property and title are more particularly described in the Sale and Purchase Agreement and or individual / strata title.

- 3) Credit Reducing Term Assurance (CRTA) is to be taken from your preferred insurer and assigned to the Bank as follows:

| No. | Name                | Assured Amount   | Assured (%) | Tenure (Year) | Premium Amount  | Remarks       |
|-----|---------------------|------------------|-------------|---------------|-----------------|---------------|
| 1   | VIMALAN AVL<br>BALU | RM<br>402,096.00 | 100 %       | 24            | RM<br>10,350.00 | Bank Financed |

Coverage Tenure inclusive of 2 year(s) construction period.

- 4) All other Security Documents to be executed and / or obtained in favor of the Bank by and / or from the Borrower and / or other security party ("Security Party") as required by the Bank from time to time.

**Repayment** : Housing Loan

**Progressive Interest**

During progressive disbursement of the loan, interest will have to be serviced monthly accordingly to the prescribed rate (if applicable).

**Installment**

Upon full loan disbursement, your monthly installment shall be RM1,611.00 each for 420 months or until full settlement of the loan outstanding.

**Note : Early Commencement of Installment for partially disbursed accounts which Vacant Possession has been delivered (if applicable)**

Full loan disbursement for residential properties purchased from developer refers to loan disbursement stage at 97.50% for Peninsular Malaysia and 95% for East Malaysia and vacant possession has been delivered.

In the event that full loan disbursement of your loan is made within 1<sup>st</sup> to 15<sup>th</sup> day of the month, your installment shall fall due on the 5<sup>th</sup> day of the following month. Should full loan disbursement falls after the 15<sup>th</sup> of the month, your monthly installment shall be due payable on the 5<sup>th</sup> day of the next following month.

In the event interest rate is varied, the Bank reserves the right to vary the installment amount accordingly.

**Retention Period** : Housing Loan  
3 years from date of first drawdown.

- i. If the loan is redeemed within the 3 year(s) of retention period, a 2.00% penalty will be charged on the original Facility amount, irrespective of the duration of the outstanding period of the tenure of the Facility.

**Processing Fee** : Not Applicable

**Property Valuation** : Not Applicable

- Other Terms and Conditions** :
- 1) As per Standard Terms and Conditions attached.
  - 2) If there is a conflict between the Standard Terms and Conditions, and



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terms of this Letter of Offer, the terms of this Letter of Offer shall prevail, but only to the extent of such conflict.

- 3) Submission of original Sale and Purchase Agreement for a purchase consideration of not less than RM 493,440.00.
- 4) In the event the purchase price in the Sale and Purchase Agreement submitted differs from other documents given for processing of the Facility, the Bank shall be entitled to vary the amount of Facility herein to ensure compliance with the margin of finance prescribed by the Bank subject to providing twenty-one (21) calendar days of prior notice to you.
- 5) In the event of any discrepancy or conflict between the description of the Property stated herein and the description of the Property stated in the Sale and Purchase Agreement, the description of the Property stated in the Sale and Purchase Agreement shall prevail (if applicable).
- 6) Such other terms and conditions as the Bank may prescribe.

**Servicing Branch** : SETAPAK  
159 & 161, JALAN GENTING KELANG,  
SETAPAK,  
KUALA LUMPUR,  
53300 W.P KUALA LUMPUR,  
MALAYSIA

(Tel. No: 03-4023 0455/ 0552 or such other branch as may be notified by the Bank.)

By accepting this Letter of Offer, you have confirmed your agreement to the attached Standard Terms & Conditions.

Kindly signify your acceptance by signing and returning to us the duplicate copy of this Letter of Offer within **15** days from date of this Letter of Offer failing which, this offer will lapse unless extension has been allowed by the Bank.

Yours faithfully,  
**AFFIN BANK BERHAD**

**CALVIN NG**  
Sales Manager

AUTHORISED SIGNATORY

PS01952013

**REMINDER: You are hereby reminded to read and understand the terms and conditions of this Letter of Offer and the attached Standard Terms and Conditions before signing below.**

**I/WE ACKNOWLEDGE AND ACCEPT THE TERMS SET-OUT IN THIS LETTER OF OFFER AND THE STANDARD TERMS AND CONDITIONS.**



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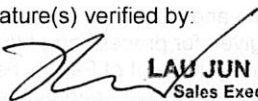


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MR VIMALAN A/L BALU  
NRIC : 980526-02-5971  
Date :

MR BALU A/L GOVINDASAMY  
NRIC : 691223-08-5597  
Date :

Signature(s) verified by:



LAU JUN HWAN  
Sales Executive

Staff Name : PS03472020  
PS No. : 014-736 7326

SAVINGS / CURRENT ACCOUNT NO.

LAU JUN HWAN  
Sales Executive  
014-736 7326



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## STANDARD TERMS AND CONDITIONS

### 1.0. AVAILABILITY PERIOD

- 1.1 First drawdown of the Facility is to be made within twelve (12) months from the date of acceptance of this Letter of Offer, or such extended time as the Bank may allow, failing which the Bank reserves the right to cancel the Facility and recover all costs, fees and expenses (on a full indemnity basis) incurred by the Bank.
- 1.2 Full drawdown must be made within the completion time frame stated in the Sale and Purchase Agreement, failing which, the Bank reserves the right to treat any undrawn portion as cancelled.
- 1.3 Any extension of the Availability Period is subject to the Bank's approval and to a commitment fee or any other charges as approved by any relevant authority.
- 1.4 For Land Financing and House Construction :- The Property shall be constructed on the land financed within three (3) years from the date of letter of offer; failing which the Bank has the discretion to revise the interest rate to Base Rate (BR) plus 2.15% p.a. with prior notice of at least 21 calendar days before the revision takes effect.

### 2.0 EXECUTION OF SECURITY DOCUMENT(S):

- 2.1 All relevant security documentations are to be executed within thirty (30) working days from the date of acceptance of this Letter of Offer. In the event that the documents are not executed within 30 working days period, the Bank reserves the right to terminate/cancel this offer.

### 3.0 SECURITY DOCUMENT(S):

- 3.1 List of Security Document(s) to be executed by your or other Security Party(ies) are as follows (where applicable):-
  - a) Facility Agreement
  - b) Deed of Assignment and Power of Attorney (for assignment cases)
  - c) Charge (for title cases)
  - d) Original Sale and Purchase Agreement
  - e) Lodgment of private caveat (unless waived by the Bank)
  - f) Security deposit (if applicable)
  - g) Individual Guarantee/Joint several guarantee (if applicable)
  - h) Any other documents as advised by our solicitors(collectively, the "Security Documents").
- 3.2 All Security Documents are to be in the format prescribed by the Bank.
- 3.3 Any security taken by the Bank or any money deposited with the Bank shall continue to be held by the Bank until all monies due to the Bank by you, has been fully discharged. The Bank may request for any expired guarantees/bonds/indemnities entered into by you in favour of the Bank for your account to be returned to the Bank for cancellation.

#### 4.0 Conditions Precedent for Drawdown

4.1 The Facility is available for drawdown or utilization upon fulfillment of following conditions precedent (where applicable) :-

- (i) All Security Documents have been duly completed, stamped and presented for registration with the relevant authorities.
- (ii) Payment of differential sum between the Facility amount and the purchase price of the Property / land / construction cost.
- (iii) The lodgment of a Private Caveat on the Property.
- (iv) Statutory declaration that the Property is for owner occupancy.
- (v) Receipt of the official search report from the official receiver/official assignee's office that neither the Borrower nor the Security Parties are wound up/bankrupt.
- (vi) Undertaking from the developer or vendor to refund all the monies released in the event that the Deed of Assignment/Memorandum of Transfer is not perfected/ is invalid or cannot be registered for any reason.
- (vii) Undertaking from the developer and/or landowner to deliver the separate issue document of title/strata title upon issuance, free from any encumbrances and not to encumber the master title without the Bank's prior written consent.
- (viii) Undertaking from the master chargee(s)/chargee(s)/financier(s) to refund all the redemption sum in the event that the discharge of charge or the receipt and reassignment over the Property financed cannot be registered or perfected for any reason.
- (ix) A valid redemption statement in respect of the said Property financed.
- (x) Undertaking cum disclaimer from the master chargee(s) to exclude the Property financed in the event of foreclosure proceeding. In the event that such proceedings are taken against the developer/proprietor, they shall have no further rights/interest in the above Property (applicable for property without title).
- (xi) Consent from the developer and/or landowner for the assignment of the Sale and Purchase Agreement to the Bank.
- (xii) Letter of Consent from the relevant authorities for the creation of the Charge on the Property financed.
- (xiii) Confirmation from the insurance company on the acceptance of your CRTA proposal which is duly endorsed in favour of the Bank to further secure the Facility granted.
- (xiv) Approval from Foreign Investment Committee or other relevant authorities.
- (xv) The Bank being satisfied that there are no material changes affecting your financial condition.
- (xvi) No Event of Default as defined in the Facility Agreement has occurred.
- (xvii) Satisfactory completion of any other conditions imposed by the Bank from time to time.

#### 4.2 Additional Conditions Precedent for Property Purchase from Developer (where applicable)

- (i) Receipt of the certified true copies of the developer's license and advertising permit.
- (ii) Receipt of a certified true copy of an irrevocable Power Of Attorney which has been registered at the High Court.
- (iii) If the Property financed is charged to any bridging financier, the drawdown to the Facility shall be released firstly to pay the redemption sum to the bridging financier as per their undertaking cum redemption statement and in accordance with the schedule of payment set out in the Sale and Purchase Agreement.
- (iv) Undertaking from the developer and/or landowner to complete the construction of the Property financed until issuance of Certificate of Completion and Compliance.

- (v) For Property under construction, disbursement will be made progressively against the architect's certificate (unless waived by the Bank) and the valid Contractor's All Risk Policy are to be submitted to and received by the Bank during construction period (initial and subsequent drawdown).

**4.3 Additional Conditions Precedent for Land Financing / Home Financing (where applicable)**

- (i) Submission to the Bank of the valid approval for the building plans issued by the relevant authority/ies.
- (ii) Submission of a valid and duly stamped Construction / Building Agreement to the Bank with the construction cost of not less than RM XXX.
- (iii) Disbursement is to be made progressively against architect's certificate of work done (unless waived by the Bank) and valid Contractor's All Risk Policy to be submitted to / received by the Bank during construction period (for initial and subsequent drawdown).
- (iv) Letter of Undertaking from the contractor addressed to the Bank, to complete the construction of the building in accordance with the approved building plans so as to enable the Certificate of Completion and Compliance for the building to be issued.
- (v) Letter of Satisfaction from you on the stage of construction and agreement of the progressive disbursement.

4.4 The terms and conditions in this Standard Terms and Conditions shall be in addition to any further agreement or security documents given in favour of the Bank.

**5.0 BANK'S RIGHT TO CANCEL THE FACILITY**

5.1 The Bank shall have the right to cancel the Facility offered to you, at any time before or after drawdown of the Facility notwithstanding any Letter of Undertaking (LU) has been issued to the relevant parties, in the event the Bank is of the opinion that:

- (i) any representation made by you during the application of the Facility, whether impliedly or expressly, whether orally or in writing, is later found to be incorrect/not true/fraudulent; or
- (ii) there is an omission of material/relevant facts which were not disclosed or misrepresented to the Bank during the application of the Facility; or
- (iii) in the event there are material changes affecting your financial condition

5.2 Cancellation letter of the Facility will be issued to you with reasons provided.

**6.0 STIPULATIONS AS TO INTEREST**

6.1 Interest on the Facility will be calculated on a daily/monthly/periodic rest basis as indicated on this Letter of Offer based on a 365 day year.

6.2 Base Rate means the rate of interest per annum quoted by the Bank as its base rate for loans made to customers of the Bank. The Bank shall be entitled at any time and from time to time to vary the Base Rate subject to providing seven (7) calendar days of notice.

6.3 The interest rate(s) (including additional interest) other than a reprice/revise of the interest rate in accordance with Clause 7 below, may be varied by the Bank from time to time by providing twenty-one (21) calendar days of notice (together with the reasons for such variation or amendment) to you and shall be payable both before and after judgment. Interest (other than interest at the default rate) is to be calculated and compounded in accordance with the usual practice of the Bank from time to time. You

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agree that the Bank's right to compounded interest shall continue notwithstanding the relationship of banker and customer may have ceased by a demand or otherwise until the date of payment (both before and after judgment).

6.4 Default rate of interest at such rate(s) stipulated by the Bank in addition to the prescribed rate for the Facility stated in this Letter of Offer and an administration fee per transaction will be charged on all overdue installments or principal and interest on loans, fees, commissions and all other charges not paid when due.

6.5 For utilization in excess of the approved limit, additional interest will be charged at such other rate(s) as the Bank may stipulate.

6.6 Any administrative fees imposed shall subject to the rate of charges as approved by any relevant authority.

#### **7.0 REPRICING/REVISION OF INTEREST RATE**

7.1 When the Facility Days Past Due is ninety one (91) days, the Bank shall revise the prescribed rate in this Letter of Offer to Base Rate + 5.94% p.a. calculated on the balance outstanding, or such other rate or basis of calculation of the default rate based on regulatory requirements.

The Bank shall revert the financing rate to the contracted rate when Days Past Due fall to ninety (90) days and below.

The Bank shall provide a written notice of not less than seven (7) days prior to the effective date of the revised monthly instalment.

#### **8.0 CROSS DEFAULT**

Any default under this Facility shall entitle the Bank to declare an event of default under other facility(ies) granted to you by the Bank.

#### **9.0 LATE PAYMENT CHARGES**

9.1 1% per annum on the amount in arrears till settlement of the amount in arrears.

#### **10.0 PREPAYMENT / REDEMPTION**

10.1 The Facility may be redeemed or prepaid in advance in multiples of RM1,000 provided that one (1) month prior notice in writing is given to the Bank or prepayment of one (1) month's interest in lieu of notice. All legal cost and disbursement with regards to the redemption will be for your account.

#### **11.0 PARTIAL PAYMENT / PREPAYMENT**

11.1 Notwithstanding anything stated herein, no prepayments or partial payments (except the interest servicing amount) are allowed at any time before the loan is fully disbursed.

#### **12.0 ADVANCE PAYMENT (if applicable)**

12.1 Any repayment that is in excess of the monthly installment with no prior notice is defined as Advance Payment. This Advance Payment will be used to off-set future installment and will not reduce the loan outstanding, but will enjoy savings on daily interest charged.

**13.0 REDRAW OF ADVANCE PAYMENT (Not Applicable for Personal Loan / Term Loan Excess Redemption Sum / Overdraft / Skim Rumah Pertamaku)**

- 13.1 In the event that you have made a repayment of the Facility in an amount which is in excess of your monthly installment amount, you may make a request at a branch to withdraw the amount which is in excess of your monthly installment. However, this is subject to approval and conditions imposed by the Bank.
- 13.2 Redraw of advance payment is only available provided that the Facility has been fully disbursed.
- 13.3 The excess amount to be withdrawn shall be credited to your account maintained with the Bank or such other account in your name as provided to the Bank.
- 13.4 In the case of joint borrowers, any application for re-draw must be submitted by the joint borrowers and if successful, the redraw of excess amount shall be credited to the relevant account in the name of the joint borrowers.
- 13.5 The amount to be withdrawn must be for a minimum of RM3,000 (Ringgit Malaysia: Three Thousand) and multiples of RM1,000 (Ringgit Malaysia: One Thousand) only. In addition, the minimum advance amount in your loan account must be RM5,000 with minimum balance available for the next installment due after drawdown to qualify for redraw of advance payment application.
- 13.6 A processing fee of RM25.00 (Ringgit Malaysia: Twenty Five only) shall be charged for each successful application for redraw. The fee shall be deducted from redraw amount.
- 13.7 Any monies withdrawn from the Employee Provident Fund for the purpose of reducing the outstanding loan balance shall be considered as prepayment and shall not be available for redraw.

**14.0 MORTGAGE REDUCING TERM ASSURANCE / CREDIT LEVEL TERM ASSURANCE / CREDIT REDUCING TERM ASSURANCE (MRTA/CLTA/CRTA)**

- 14.1 You are encouraged to take up a CRTA plan from an insurance company on the Bank's panel. The policy shall be issued for an amount equivalent to the Facility amount (if applicable) and duly assigned to the Bank as the Mortgagee for the duration of the Facility (if applicable). The premium payable indicated shall be subject to confirmation by the insurance company pursuant to their guidelines and requirements.
- 14.2 However, you are free to use the service of non-panel insurers/takaful operators. However the insurance policy shall be duly assigned to the Bank as the Mortgagee for the duration of the Facility.
- 14.3 Where part of the Facility is granted to finance the payment of the premium for the CRTA, the release of such part of the loan towards the payment of the premium for issuance of the CRTA with the insurer will only be effected before the first release of the loan on condition that all insurance requirements have been complied with.
- 14.4 Where the amount financed by the Bank is insufficient to fully settle the premium due on the CRTA, you are required to top-up the shortfall prior to the Bank disbursing such part of the loan towards the payment of the premium for issuance of the CRTA. OR if there is surplus on the premium amount financed by the Bank, the excess (if any) shall be credited into the financing account.
- 14.5 If the CRTA policy is not finalized for any reason by the time the other conditions precedent for the release of the Facility has been fulfilled, the Bank may: -



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- a) proceed with the disbursement of the Facility subject to receipt of your authorization letter to disburse the Facility; or
- b) waive the requirement of CRTA but subject always to the Bank's right to vary the terms set out in this Letter of Offer as follows:
  - i. increasing the margin of interest above the Interest rate and/or
  - ii. varying the tenure of repayment of the Facility and/or the installments of the Facility

14.6 The Bank reserves the right to withhold the release of the Facility until the issuance of the CRTA. In the event of occurrence, the Bank shall not be held responsible for any damages and/or loss suffered by you.

14.7 In addition, in the event of default and the loan turning into non-performing status, the Bank may, with notice, exercise its option of canceling the CRTA and recover the policy cash / surrender value to reduce the outstanding principal of the said loan.

14.8 The insurance company shall terminate the policy and refund the Surrender Value to the Bank (if CRTA is part of the financing) or to you (if CRTA is self financed) if the Facility is cancelled. For CRTA financing, you shall be responsible to pay any shortfall between the total premium paid inclusive of interest charged against the Surrender Value.

#### 15.0 COSTS EXPENSES AND FEES

15.1 All cost and expenses including abortive costs, stamp duties and legal costs on a solicitor and client basis incurred by the Bank in connection with the Facility (if applicable) or the recovery or the redemption of your account shall be payable by you on demand on a full indemnity basis.

15.2 The Bank shall have the right at any time to debit your account with interest, commission, charges, fees and all monies arising from the Facility including the costs mentioned above and legal cost, stamp duty and any expenses incurred in the preparation of the transfer and charge. If such debiting causes your account to be overdrawn, interest at the prescribed rate(s) shall be payable accordingly.

15.3 For legal fees / valuation fees financed by Bank

- (a) Where the amount financed by the Bank is insufficient to fully settle the legal fees/valuation fees, you are required to top-up the shortfall prior to the Bank disbursing such part of the financing towards the payment of the legal fees/valuation fees (if applicable).
- (b) In the event the actual legal / valuation fees incurred is less than the amount financed by the Bank, the balance (if any) shall be credited to your financing account.

#### 16.0 DISCLOSURE

16.1 By accepting this Letter of Offer you hereby give consent to the Bank to disclose to its parent company and any Affin Bank branch, related company, associate, agent or representative details of your account relationship with the Bank including credit balances and securities given to the Bank to secure the Facility. Disclosure is also allowed to any security party or authority for all legitimate or lawful purpose.

#### 17.0 PRIVACY CLAUSE



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- 17.1 You are reminded to read and understand the Bank's Privacy Notice available on [www.affinonline.com](http://www.affinonline.com).
- 17.2 In the event you provide personal and/or financial information relating to strategic partners, including information relating to your next - of - kin and dependents (where you are an individual) or information relating to your directors, shareholders, officers, individual guarantors and security providers (where you are a corporation), for the purpose of opening or operating your account(s)/facility(ies) with us or otherwise subscribing to our products and services, you:
- confirm that you have obtained their consent and/or are otherwise entitled to provide this information to us and for us to use it in accordance with this agreement;
  - agree to ensure that the personal and financial information of the said strategic partners is accurate; and
  - agree to update us in writing in the event of any material change to the said personal and financial information.
- 17.3 Where you instruct us 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 in connection with their legitimate duties (e.g. the prevention of crime). In instructing us and/or our agents to enter into any cross - border transaction on your behalf, you agree to the above said disclosures on behalf of yourself and others involved in the said cross - border transaction.
- 17.4 You shall inform the Bank at any time to opt-out if you do not wish to receive marketing communications from the Bank or other members of Affin Bank Berhad Group of Companies (ABB Group) by calling our Contact Centre at 03-8230 2222 or by writing in to the Branch Manager Services of the servicing branch or office of the ABB Group.
- You acknowledge that certain communication such as statements of account and our websites contain standard information regarding our other products and services that cannot be removed without affecting the delivery/provision of our services and/or products, the operation of your account(s) and/or facility(ies) with us, and/or additional costs to you.
- 17.5 The Bank may use a credit reference agency to help make decisions, for example when we need to:
- check details on applications for credit and credit - related or other facilities;
  - manage credit and credit - related accounts or facilities, including conducting reviews of your portfolio(s); and/or
  - recover debts.
- 17.6 You will be linked by credit reference agencies to any other names you use or have used, and any joint and several applicants. We may also share information about you and how you manage your account(s)/facility(ies) with relevant credit reference agencies.
- 17.7 We reserve the right to amend this Privacy Clause from time to time by placing such amendments on our websites or notices at the banking halls or at prominent locations within our branches.

The amendment shall take effect after 21 days upon first placement of the same.

17.8 This clause shall be in addition to any regulatory requirements of BNM on disclosure of information.

#### **18.0 INSURANCE**

18.1 The Property is to be adequately insured and policy showing the Bank's interest is protected. Insurance against loss or damage through fire, earthquake, typhoon or such risks as the Bank shall require will be effected with any insurance company acceptable to the Bank. The Bank's interest should be endorsed on the Policy as a loss payee with the mortgagee clause. The Bank reserves the right to pay the annual premium and to debit your account to ensure continuity of cover.

18.2 Fire Insurance cover is to be at Sale & Purchase Agreement price or the full insurable value as per the valuation report of the Property, whichever applicable. The policy shall be duly assigned to the Bank for the duration of the Facility.

18.3 The CRTA shall bear the mortgage clause in favour of Affin Bank Berhad.

#### **19.0 TAXES**

19.1 Any sum set out in this Letter of Offer shall be exclusive of any Sales and Services Tax or tax of similar nature ("Tax").

19.2 If one party ("Vendor") is required by the terms of this Letter of Offer to make a supply to the other ("other party") such supply shall be made without any charge of Tax. Where such Tax is required by law to be paid by the Vendor, the other party shall pay the Tax on demand to the Vendor. The Vendor shall provide the other party with the valid Tax invoice.

#### **20.0 MORATORIUM (applicable to property that has condition of moratorium period)**

20.1 You have to comply to the conditions set out under property ownership with moratorium period as prescribed in their Sale and Purchase Agreement.

#### **21.0 OTHER TERM AND CONDITIONS**

21.1 You may apply for a debit and a credit card, which is subject to the Bank's approval.

21.2 This Letter of Offer shall continue to be valid and binding for all purposes even if there are changes in the legal entity of the Borrower/Security Party.

21.3 In the event the actual redemption sum, including insurance premium, legal fees, valuation fees and/ or stamp duty are less than the Facility amount financed by the Bank, the balance (if any) shall be treated as principal pay down of the Facility account upon disbursement.

21.4 Notwithstanding the purpose for which the Facility is granted, the Bank shall not be liable for any late payment interest and/or any liability incurred or any loss which may be suffered as a result of delay in the disbursement.

21.5 This Facility is granted conditional upon you conducting your accounts with the Bank actively and satisfactorily within the limits at all times. However, the Bank reserves the right to review, and change the Facility and/or the terms and conditions of the Facility by providing at least 21 calendar days of notice (together with the reasons for such variation or amendment) to you before the new terms and conditions take effect in whether the same is made before or after the acceptance of this offer or disbursement



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of the Facility.

If the Borrower is not agreeable to the amended terms and conditions of this Facility, the Borrower shall notify the Bank in writing of the same within twenty-one (21) calendar days from the date notice was considered to be delivered by the Bank and redeem the Facility by paying the indebtedness and all sums due to the Bank in full.

In the event the Borrower continues to maintain the Facility, twenty-one (21) calendar days after the date notice was considered to be delivered of any amendment to the terms and conditions of this Facility by the Bank, the Borrower shall be considered to have accepted the amendments to the terms and conditions of this Facility.

21.6 Notwithstanding the conditions mentioned herein, upon a declaration of an event of default by the Bank and/or recalling of the Facility, the Facility interest and/or any monies agreed to be paid shall become due and payable, the applicable interest rate payable by you is at the prescribed rate on daily/monthly rest together with the default rate.

21.7 In the event that the Facility is cancelled by you at any time during the period between the execution of the Facility Agreement and / or first disbursement, you shall be liable to pay all the fees, costs and expenses, arising or incurred in connection with or incidental to the legal documentation, registration and discharge of the Facility including solicitors fees (on a solicitor and client basis).

21.8 In the event of default in the payment on any part of the mentioned fees and disbursements, the respective solicitors and / or valuer shall be entitled to recover the indebtedness or any part from you through the process of law. In addition thereto, you shall be liable to pay the solicitor's fees and / or valuer's fees and expenses incurred in such collection and / or recoveries.

21.9 For ease of payment / to ensure prompt monthly payment obligation is met, it is administratively beneficial for you, but not obligatory to open and maintain a Savings or Current Account with the Bank and execute a Standing Instruction to facilitate the debiting of the account for the monthly installment payment.

In the event you have opted for the above, you are encouraged to ensure that at all times, sufficient fund is maintained in your Savings or Current Account for the said purpose.

21.10 You agree to the Bank issuing a master letter of undertaking to the developer and/or the developer issuing a master letter of undertaking to the Bank. I/We will not hold the Bank liable for any losses or damages suffered by us as result of any losses or damages except such losses or damages directly attributable to the Bank's gross negligence, willful default or fraud.

21.11 In the event of any inconsistency between the provisions of this Standard Terms and Conditions and any of the Security Documents, this Standard Terms and Conditions shall prevail for the purpose of this Facility, but only to the extent of such inconsistency.

21.12 All terms and conditions in this letter of offer and the standard terms and conditions shall form part of the terms in the Security Documents.

21.13 Time shall be the essence of this Letter of Offer.

## **22.0 WHISTLE-BLOWING & BUSINESS ETHICS**

22.1 Upon having knowledge of any director, officer or employee of the Bank, directly or

- indirectly, asking for or receiving from you or your Affiliates, any Gratification in relation to this financing (whether for his/her own personal benefit or advantage or for the benefit or advantage of any other person, whether before, during or after the term of this financing) kindly immediately email [whistle\\_blowing@affinbank.com.my](mailto:whistle_blowing@affinbank.com.my) with details of the same.
- 22.2 You undertake that neither you nor your Affiliate nor anyone acting on your direction or authority shall (whether before, during or after the term of the financing, directly or indirectly, give or offer, or agree to give or offer, any Gratification as an inducement or reward to any director, officer, employee or agent of the Bank) for doing or refrain from doing or showing favor or disfavor to any person, in relation to this financing.
- 22.3 In the event there is evidence that you or your Affiliate or anyone acting under your direction or authority is in breach of clause (a) or (b), the Bank may terminate this financing (without prejudice to the Bank's other rights remedies under the law) by giving written notice to you. Upon such termination, Bank shall be entitled to claim all losses, costs, damages and expenses including any incidental costs and expenses arising from such termination from you.
- 22.4 Subject to any regulatory permitted disclosures or other clauses allowing disclosure in the financing agreement, the Bank shall keep confidential any information disclosed or received including the identity of the person giving the information and all the circumstances relating to the information.
- 22.5 You shall also whistle-blow in the event of any malpractice or wrong-doing by any staff, contractors, vendors, 3<sup>rd</sup> parties or agents of the Bank.
- 22.6 'Affiliate' means in relation to you, any person or entity owned and controlled directly or indirectly by you, or any person or entity that controls you directly or indirectly in any way whatsoever.
- 22.7 'Gratification' includes any gift, money, property or thing of value or any service, favor or other thing of value, or any service, favor or other intangible benefit or consideration of any kind, or any other similar advantage.
- 22.8 You shall demonstrate a high standard of ethical conduct and professionalism in order to safeguard the Bank's good name by taking all necessary safeguards and precautions to alert the commission of any unethical action including any appearance or impression to such effect.

  
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