PUBLIC BANK
(6463-H)
ڤبليک بڠک 大众银行

Our Ref : BSD/STC/MAL/rhd/114-02

10 May 2002

PRIVATE & CONFIDENTIAL

Mr Tang Kar Meng and Ms Tang Wai Kwan
No 20 Jalan Anggerik Liparis 31/149
Kota Kemuning
40460 Shah Alam
Selangor

Dear Sir and Madam

Application to Acquire Property
Under Islamic Principle of Al-Bai Bithaman Ajil (ABBA)
House Financing Account No.2-9915490-07

We are pleased to advise that your application to enable you to acquire the property has been approved. The Bank will first purchase the property and sell the same to you upon the following terms and conditions :-

1. Purpose of Facility

   This facility is to assist you to acquire the property known as ***one unit of condominium known as Parcel No 2-03-06, storey No Level 3, Building No Block 2, Perdana Emerald Bandar Damansara Perdana, held under Master Title HS(D)100996, PT No 31431, Mukim of Sungai Buloh, District of Petaling, State of Selangor.***
   from the developer; ***Saujana Triangle Sdn Bhd.***

2. The Bank's Purchase Price

   Bank's purchase price consists of the following :-

   i) Cost of property : RM240,000-00

   ii) Mortgage Takaful : RM -

   Total Purchase Price : RM240,000-00

   (Ringgit Malaysia : Two hundred forty thousand only)

3. The Bank's Selling Price

   RM461,910-95
   (Ringgit Malaysia : Four hundred sixty one thousand nine hundred ten and cents ninety five only.

cont...2/-

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4. Tenure

For a period of (20 years) or two hundred forty (240) months.

However, should you decide to settle the Selling Price in full before the expiry of this tenure, this will be subject to your full payment of the Selling Price on or before a date prescribed by the Bank inclusive of actual compensation (if any) and all money whatsoever or howsoever owing or payable by you to the Bank and all subsidiaries of the bank including Public Finance Berhad, PB International Factors Sdn Bhd, Public Leasing & Factoring and PB Securities Sdn Bhd whether as customer, guarantor, assignor lessee, pledgor,chargor. The decision of the Bank shall be final and conclusive.

5. Payment

5.1 **** Without Grace Period (equal instalment) :***

The Bank's Sale price shall be paid by 239 monthly instalment of RM1,924-63 with the last instalment of RM1,924-18. The first instalment shall commence one (1) month from the date of initial/first disbursment of the said facility or at any other date that may be determined by us.

5.2 Your obligation to commence the payment of your instalment and to pay such instalments of the full quantum per instalment herein agreed shall apply, notwithstanding that the bank had not made full payment of the purchase price referred in item (2) above to the Developer/Vendor pursuant to the Property Purchase Agreement.

Notwithstanding the above clause on repayment, this facility is repayable on demand.

6. Security

The security to acquire the above mentioned property is by way of the following :-

6.1 **** Property without title :***

i) Original Sale and Purchase Agreement dated 7 May 2002 between the vendor ; Saujana Triangle Sdn Bhd and you.

ii) The duly stamped Original Property Purchase Agreement.

cont...3/-

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iii) The duly stamped Original Sale Agreement cum Assignment.

iv) The duly stamped Original Deed of Assignment.

v) Private Caveat/Lien Holder's Caveat. (whichever is applicable)

6.2 **** Letter of Set-Off in respect of your Security Deposit as follows:-***

i) You are required to deposit a sum of RM ______- (Ringgit Malaysia : ______-) equivalent to ___-___ monthly instalment with the Bank as Security Deposit upon acceptance of our offer which is to be maintained until full payment of the Selling Price and all moneys whatsoever or howsoever owing or payable by to the Bank and all subsidiaries of the bank including Public Finance Berhad, PB International Factors Sdn Bhd, Public Leasing & Factoring and PB Securities Sdn Bhd whether as customer, guarantor, assignor lessee, pledgor,chargor. The decision of the Bank shall be final and conclusive.

ii) Failure on your part to do so shall constitute an event of default.

iii) The Security Deposit is to be placed under the Al-Mudharabah General Investment Account in ___- receipt/s for 12 month period and renewed together with the profit earned (if any) for the same period upon expiry. The Security Deposit in Al-Mudharabah General Investment Account shall be under lien with the Bank throughout the whole tenure of the facility and until payment full payment of the Selling Price and all moneys whatsoever or howsoever owing or payable by to the Bank and all subsidiaries of the bank including Public Finance Berhad, PB International Factors Sdn Bhd, Public Leasing & Factoring and PB Securities Sdn Bhd whether as customer, guarantor, assignor lessee,pledgor,chargor. The decision of the Bank shall be final and conclusive.

iv) The Bank reserves the right to uplift the Security Deposit in Al-Mudharabah General Investment Account or the dividend profit earn to offset the house financing instalment and/or fire takaful premium and/or any outstanding charges in the event of default of any amount due and payable by you.

The security documents created above shall form part of the Letter of Offer.

cont...4/-

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7. Prepayment

Prepayment shall not be less than RM 1,000-00 (Ringgit Malaysia : One Thousand only) or multiples thereof. Any prepayment made shall not affect the amount of monthly instalment.

A one month notice is to be given to the bank for prepayment of financing, failing which profit of similiar period will be duly charged.

8. Guarantor

To be additionally guaranteed by ____-____ (if applicable)

9. Takaful/Insurance

The property is to be insured against fire and other risks deemed necessary by the Bank with Takaful companies on the bank's panel for RM283,000-00 .

10. Specific Terms and Conditions

10.1 Terms and Conditions Governing Each Credit Facility

Please refer to Appendix I (a).

10.2 Letter of Undertaking (applicable for property without title)

Please refer to Appendix I (b).

11. Conditions Precedent

Please refer to Appendix II.

12. Other Terms and Conditions

Please refer to Appendix III.

Appendices I, II and III herein shall supplement and form part of this Letter of Offer.

cont...5/-

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We trust the above terms and conditions are acceptable to you and would appreciate it if you could confirm acceptance by signing and returning to us the duplicate of this letter within 7 days from the date hereof, failing which our offer is treated as lapsed and regarded as null and void.

Please note that we will be advising our solicitors to proceed with the legal documentation upon receipt of your acceptance.

The Bank's solicitors will communicate with you for signing and execution of the legal documentation in respect of the facility. The costs and expenses relating to the same shall be paid by you.

It is our pleasure to be of service to you.

Yours truly
for PUBLIC BANK BERHAD

Sia Teck Choong
Relief Branch Manager

1. I/We confirm that all the terms and conditions of the facility herein are acceptable to me/us and I/we hereby accept the offer upon and subject to the stated terms and conditions and further subject to the completion of the legal documentation required by the Bank.

2. I/We further confirm and undertake that I/we am/are obligated to follow the rules and regulations of the Syariah Law and/or Islamic Principle throughout the financing period.

3. I/We hereby expressly consent and authorise the Bank to give, produce, divulge, reveal or otherwise disclose all information regarding my/our account with the Bank to the guarantor(s) and/or to any third parties and/or to companies which are or which may in the future be a subsidiary/associate company of the Bank. (whichever applicable)

.... Date : ....

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Appendix I (a)

TERMS AND CONDITIONS FOR ABBA FINANCING

1. The Purchase Price of the Bank will be partially or fully disbursed directly to the developer/vendor or whichever party concerned through the lawyers on the Bank's Panel against the original Architect Certificate/the duly Certified Architect Certificate on work completed and/or Redemption Statement issued provided that the difference between the Al-Bai Bithaman Ajil House financing and the original purchase price is settled by you.

2. Processing fee of RM - (Ringgit Malaysia: - - only) shall be levied.

3. The Bank reserves the right in its sole discretion to debit your current/savings account with us towards monthly payment of the financing.

4. *The facility is to be fully drawndown within a period of two months subject to full completion of legal documentation failing which the Bank reserves the right to recall or cancel the entire facility.
(not applicable for facility under progressive release)

5. Takaful Mortgage Plan for the cost of the financing amount naming the Bank as beneficiary is compulsory to be taken by you from the Bank's panel of Takaful companies.

6. The agreement entered between the Bank and you is for purpose of financing the transaction in accordance with the Islamic Banking principles known as Al-Bai Bithaman Ajil and you are obligated to follow the rules and regulations of the Syariah Law throughout the financing period.

7. For the avoidance of doubt it is hereby agreed and declared that this Agreement is not intended to be a transaction in respect of the said property mentioned above in contravention of the respective Malay Reservations Enactments of the State of Peninsula Malaysia or the National Land Code/Strata Title Act. Thus, the Bank reserves the right as stipulated under the Property Sale Agreement and/or Charge created hereunder.

8. In the event the Approval of a Ruler in Council or other relevant Authority as the case may be is needed to give effect to this transaction, it shall be your responsibility to obtain such approval.

We accept the above terms and conditions

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(Authorised signatories and company chop)

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9. The Bank reserves the right to recall the facility if the property is not used for its intended purpose or in used for purposes that are deemed to be contrary to Islamic principles.

10. The monthly instalment must be promptly and regularly paid when due. The Bank reserves the right to RECALL the whole financing without giving further notice should the financing payment/monthly instalment be habitually late for 3 months consecutively or more.

    The Bank reserves the right to charge the management fees on the reminders, telephone calls and site inspection on the premises made by the Bank upon default.

11. Actual compensation shall be levied on any overdue instalment and the method or manner of calculation of the actual compensation payable shall be such method or manner as the Bank shall adopt from time to time and the decision of the Bank shall be final and conclusive.

12. The property is to be registered in your name upon issuance of the individual title.

13. Any other charges, fees, penalty, expenses or claims made by the developer to you (upon handing over of the vacant possession to you) is to be borne by you.

14. The Bank reserves the right to "sell down" Islamic Cagamas Housing Financing without the consent of the customer.

15. An early settlement fee of RM20-00 per RM1,000-00 will be imposed on the outstanding balance if the facility is redeemed through refinancing with another financial institution within forty eight (48) months from date of full release of the Bank's Purchase Price.

16. Mortage Takaful (MT) is waived.

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Appendix I (b)

LETTER OF UNDERTAKING (applicable for property without title)

1. A Letter of Undertaking from the Developer/Vendor/Owner/Proprietor/Main Chargee (whichever is applicable) shall consent/confirm to the following :-

   - deliver to the Bank the individual strata/sub divided title to us upon issuance together with a valid and registrable Memorandum of Transfer,

   - to exclude the subject lot in the event of any foreclosure proceedings instituted,

   - not to further encumber the Master Title without our prior written consent,

   - to refund to the Bank all monies advanced in the event that the Certificate of Fitness of Occupation cannot be issued, the transfer and the charge cannot be registered for any reason whatsoever and the separate individual title is not issued by the relevant authorities and if the project is abandoned,

   - to inform the Bank of the subdivision of the Master Title and to indemnify the Bank if the Developer/Vendor/Owner/Proprietor fails to do so,

   - creation of the Assignment of the property between the Bank and you,

   - lodgement of Private Caveat against the relevant Master Title to bind the particular interest, (if applicable)

   - to relinquish all its interest on the title of the property once the Selling Price has been paid, (if applicable)

   - that the vendor is the beneficial owner of the property (if applicable)

2. A written Blanket Consent from the developer to the Bank in respect of the following: (Applicable if property to be financed is under blanket End-Financing by the Bank)

   a) in the event of financing default :
      - to enable the Bank to exercise our rights to foreclose the property and/or to enforce our rights under the Property Purchase Agreement, Deed of Assignment and Property Sale Agreement;

      - to sell and dispose the property in whatever available modes of sale/disposal of the property to any subsequent purchaser in the event of we exercising our right of sale/disposal;

      - to stop further progressive release of end-finance monies; (if applicable)

We accept the above terms and conditions

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Appendix II

CONDITIONS PRECEDENT

The following conditions precedent must be fulfilled prior to the disbursement of any part of the financing facilities :-

1. Acceptance of this Letter of Offer and any amendments or additions thereto and any supplementary Letter(s) of Offer issued in substitution thereto.

2. Execution and completion of all financing and security documentation relating to the financing facilities.

3. Confirmation by the solicitors on the Bank's panel that the differential sum between the purchase price and this financing facility has been settled by you.

4. All approvals from the relevant authorities have been obtained (if applicable, eg. approvals for land conversion, building plans, state government's approval to allow the properties to be charged to the Bank etc.)

5. A complete and favourable bankruptcy/winding up search is to be made on you the directors/partners and the guarantor(s) (if applicable).

6. The company's resolution confirming the request and acceptance of the facilities as per terms and conditions indicated in this Letter of Offer and the charging of the abovesaid properties (if applicable).

7. A Board Resolution from the Corporate Guarantors and relevant parties issuing letters of undertaking/letter of comfort/letter of guarantee/charge or other security instruments.

8. All undertakings as the Bank shall deem appropriate or necessary from the relevant parties shall have first been obtained by the Bank.

9. Full compliance to the Exchange Control Malaysia Rulings.

10. Any other predisbursement conditions to be stipulated.

11. The Vendor, if it is a company, shall have first been approved by the Bank.

12. Sales & Purchase Agreement to be furnished within 1 month from the date of letter of offer.

We accept the above terms and conditions

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Appendix III

OTHER TERMS AND CONDITIONS

1. The Bank reserves the right to :-

   i. impose additional conditions, amend any terms and conditions governing the facilities including operating terms and other fees or charges on the facilities from time to time at the Bank's absolute discretion in accordance with Syariah principles.

   ii. debit all expenses pertaining to the facility including insurance/takaful premium, quit rent, assessment, cost of an updated/revised professional valuation report and those incurred in the enforcement of the security/ recovery costs are to be charged into your account with us.

   iii. consolidate all or any of your accounts and set-off or transfer any sum standing to the credit of any one or more of such accounts towards satisfaction of any of your liabilities with the Bank. The Bank shall also have a lien over the security of any financing account/facility to cover your financing/borrowings of any other account under consolidation.

   iv. at any one time hereafter and notwithstanding that the financing/security documentation has been completed, to withdraw or not make available the facilities or any part thereof upon the happening of any event which in our opinion would affect in any way your financial position and/or hinder the carrying on of your business affairs in accordance to sound financial industrial or commercial standard and practices and/or would jeopardise our security position and/or which is a default in respect of any of the requirements of the Bank whatsoever at any time and from time to time and the decision of the Bank shall be final and conclusive.

   The Bank has the absolute discretion to decide on the implementation to this condition (whenever deemed applicable).

We accept the above terms and conditions

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v. this facility shall be payable on demand and the Bank shall have the right to terminate the financing without assigning any reason therefor and by giving not less than seven (7) days notice in writing to terminate. The aforesaid seven (7) days shall be calculated with effect from the day following after the date of the Bank's letter of demand. And should the date of the commencement and/or expiry of the notice falls on a Sunday (Friday for Kelantan Darul Naim, Terengganu Darul Iman, Kedah Darul Aman and Perlis Indera Kayangan) or a public holiday the following day shall be the effective date. This notice may be forwarded by ordinary post to the last known address of the parties hereto.

2. Approval is conditional that you or your company directors, manager or agents are not directly related to any present and future employee of the Bank and its subsidiaries either as parents, spouse or children. This is in compliance with S.62 of the Banking & Financial Institutions Act 1989. Please note that we have the right to recall the facilities if this condition is not complied with.

3. *If the property or the Land on which the property is situated is currently charged or otherwise encumbered to another financial institution(s) part of the facilities may be utilised to redeem the property from the other financial institution(s) if any.

   OR

   *If the property or the Land on which the property is situated is currently charged or otherwise encumbered to us, part of the facilities may be utilised to settle the outstanding balance under Account No_____-______favouring__________-____________ for the purpose of redeeming the property.

4. Bank Negara Malaysia has established the Central Credit Bureau to collect information from banks pertaining to the facilities granted to their customer. Approval of these credit facilities is conditional that information concerning them would be forwarded to the Central Credit Bureau for the use of the Bureau and any other participating banks.

We accept the above terms and conditions

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(Authorised signatories and company chop)

...3/-

You hereby consent and authorise that all information relating to your application for the facility(ies) may be forwarded to any bureau or agencies established or approved by Bank Negara Malaysia (BNM) including the Borrower Loan Information System, Biro Maklumat Cek (BMC), Central Credit Referral Information System (CCRIS) and other such bodies bureaux or corporations as the case may be for the purposes of collecting information from financial institutions regarding facilities to be granted or granted, or accounts maintained with such financial institutions. In addition the Bank is authorised to release all information on the financing account to the guarantor(s).

You further agree that the Bank shall not in any event be liable for any claim, loss, damage or liability howsoever arising whether in contract, tort, negligence, strict liability or any other basis (including direct or indirect, special, incidental, consequental or punitive damages or loss of profits or savings) arising from any inaccuracy or loss, deletion or modification of data or for any other reason whatsoever relating to any information forwarded by the bank as aforesaid to any bureau established by BNM including BMC and CCRIS or such other bodies bureaux or corporations as the case may be or in relation to any access or use, or the inability to access or use, by any body, bureau or corporation established by BNM or reliance on the information contained therein, whether caused by any techical, hardware or software failure of any kind, the interruption, error, omission, delay, viruses or otherwise howsoever.

You further consent and authorise that all information records and documents relating to the facility may be forwarded to Cagamas Berhad or Danaharta Berhad or any such body corporation as the case may be in the event the facility or part thereof is sold to them or either one of them.

From time to time inquiries may be made by third parties about information furnished by you as to your credit standing. In such an event you hereby consent and authorise the bank to disclose to any such persons all such information that the Bank deems relevant at its absolute discretion in the circumstances.

5. All legal fees and disbursement incurred in preparing the security documents by our solicitors on the Bank's panel and fees incurred for relevant searches made shall be borne by you.

6. The property/ies offered to us as security will be required to be inspected and valued by the Bank's appointed valuers from time to time in accordance with the Bank's policy in order to arrive at an up to date market value. All costs incurred for such inspections/valuation will be charged into your account.

We accept the above terms and conditions

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7. The property/ies to be charged to us are to be adequately insured for their insurable Market Value at all times in the name of the registered owner or Management Corporation with our Bank as chargee duly endorsed with our appointed insurance/takaful agent and the sum insured will be reviewed on renewal yearly. The insurance/takaful premium is to be borne by you and it is to be settled by you directly with the insurance/takaful company.

   To obtain a sub-certificate of the Master Fire Policy indicating that the Bank is the chargee from the Management Corporation (if applicable).

   You shall give timely notice to the Bank forthwith upon the happening of any event which might effect any insurance policy relating to the said property including details of the occupants of the property, any changes thereto and type of business conducted thereon. It is hereby agreed that you consent to such information being forwarded to the insurance/takaful company by the Bank.

8. Copies of the current year's quit rent receipt in respect of the properties offered as security are to be forwarded to the solicitors and similar copies to our Bank for retention. Yearly quit rent/assessment receipts must be submitted to the Bank not later than 31st May each year.

9. Notwithstanding the above terms and conditions all credit facilities granted by us are payable on demand although we do not at this time anticipate exercising our rights in this respect.

10. You are required to furnish us with the following:-

    a) Audited final accounts of the company within six (6) months after each financial year end (if applicable).

    b) You are required to inform us of any change of correspondence address. Any correspondence/notices in writing henceforth shall be deemed to have been sufficiently delivered if it is posted/left at the usual or last known correspondence address.

11. The Bank has the liberty to determine at its absolute discretion and without reference to you and the guarantor, the circumstance requiring the stamping of the letter of guarantee and/or other security instruments at additional stamp duty including penalty rate (if applicable).

    You are to furnish us with a Letter of Authority to debit your account/s with us for the additional/penalty stamp duty should the need arise (if applicable).

We accept the above terms and conditions

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12. If any of the terms and conditions of this Letter of Offer contradicts with any terms and conditions in any other security documents or is deemed invalid, it shall be confined to the specific condition only without affecting the validity of all other terms and conditions of this Letter of Offer. All terms and conditions stipulated in all other security documents shall remain intact.

13. Any terms and conditions herein which is illegal, prohibited or unenforceable by law shall be ineffective to the extent of such illegality, prohibition or unenforceability without invalidating the remaining provisions herein.

14. The Bank reserves the rights to assign or transfer all or any part of its obligations under this Letter of Offer without your consent. Any such assignee or transferee shall be treated as a party for all purposes of this Letter of Offer and shall be entitled to the full benefit of this document to the same extent as if it were the original party in respect of the rights or obligations assigned or transferred to it.

15. You hereby consent that the Bank may disclose to the actual or potential assignee, successor, sub-participant or the like such information about you or any other person as the Bank deems fit.

16. Notwithstanding the provisions relating to the payment of the monies advanced as hereinbefore provided, you hereby expressly agrees that if any sums shall be due from you to the Bank from time to time or at any time or if you may be or become liable to the Bank anywhere on any banking account or any other account, current or otherwise in any manner whatsoever or if default is made in any of the provisions of such accounts or in any other banking facilities granted by the Bank to you or in any of the provisions herein, then and in such event, the said financing and all advances herein together with all monies payable under such accounts or other banking facilities as aforesaid shall immediately become due and payable and the security herein shall become immediately enforceable by the Bank.

We accept the above terms and conditions

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