

LETTER OF UNDERTAKING

Date :

To : **UNITED OVERSEAS BANK (MALAYSIA) BHD**
(Company No. 271809 K)

Dear Sirs,

LETTER OF UNDERTAKING BORROWER:

In consideration of you having granted and/or agreed to grant and/or continuing to and/or made available the banking facilities of RM _____ and such other facilities as you may at any time and from time to time grant (hereinafter collectively referred to as "the Banking Facilities") in favour of

of

(hereinafter called "the Borrower") for the purposes and subject to the terms and conditions as stipulated in your letter of offer dated _____ at our request ("Letter of Offer" which expression includes further or other letters of offer issued by you to the Borrower after the date of this letter, whether to grant additional or other banking facilities to the Borrower or to vary and/or to substitute all or any of the Banking Facilities already granted to the Borrower), we the undersigned do hereby irrevocably covenant, agree and undertake with you that:-

- (a) in the event the relevant Banking Facilities granted for the purpose is not sufficient for the construction and completion of the development ("Project") comprising:-

which is to be erected all that piece of land held under

we shall jointly and severally bear and pay for all such additional cost and expenses or cost overruns that may be required for the construction and completion of the Project until the issuance of a permanent certificate of fitness for occupation/certificate of completion and compliance for the Project; and

- (b) we shall jointly and severally complete the Project and obtain the permanent certificate of fitness for occupation/certificate of completion and compliance for the Project.

The above agreement, covenants and undertakings shall bind our successors-in-title, heirs and personal representatives.

This letter may be signed in any number of counterparts and shall have effect as if all signatures in each counterpart are signed on the same copy of this letter and this letter shall, notwithstanding the diverse dates of signing by the signatories, come into force and effect on the date the first of the signatory signs. If this letter is signed by or on behalf of more than one person and any one or more of them is not bound by the provisions of this letter, whether by reason of his or her lack of capacity or improper execution of this letter or for any other reason, the remaining signatory or signatories shall continue to be bound by the provision of this letter as if the other signatory or signatories had never been party to it.

This letter shall be governed by and construed in all respects in accordance with the laws of Malaysia and I/we hereby submit to the non-exclusive jurisdiction of the courts in Malaysia on all matters concerning this letter and shall not claim for myself/ourselves or any assets in such jurisdiction, any immunity or privilege from suit, execution or legal process.

Yours faithfully,

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Name :
NRIC No. :
Address :

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Signature of Witness

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Name :
NRIC No. :
Address :

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Signature of Witness

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Name :
NRIC No. :
Address :

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Signature of Witness