

Summary Changes

Facility Agreement (FA)

No	Provision	Original clause prior to review	Revised Clause
1.	Section 3.1 Purpose(s) of the Housing Loan/Facility	(a) The Borrower must use the proceeds of the Housing Loan/Facility for purchasing the Property and defraying any renovation costs incurred and, where applicable, paying all premiums/contributions on insurance policies/takaful contracts which the Borrower may be required to buy/take up and maintain for the Property and/or any legal, execution fees, costs and expenses and any other professional fees incurred in relation to the Housing Loan/Facility.	(a) The Borrower must use the proceeds of the Housing Loan/Facility for purchasing the Property and defraying any renovation costs incurred and, where applicable, paying all premiums/contributions on insurance policies/takaful contracts which the Borrower may be required to buy/take up and maintain for the Property and/or any legal, execution fees, costs and expenses and any other professional fees incurred in relation to the Housing Loan/Facility or use the Housing Loan/Facility only for its purposes stated or mentioned in the Letter of Offer or such other purpose as the Bank may permit or agree in its discretion.
2.	15. Commission Commitment Fees & other Fees or Charges	<p>15.1 Rates/Amounts & Calculation</p> <p>The Borrower must pay to the Bank commission, commitment fee, banking charges and any other fees or charges payable for or under each Facility:</p> <p>(a) in the respective amounts, or as the case may be, calculated at the respective rates, stated in the relevant Letter of Offer; or</p> <p>(b) if not stated or provided in the relevant Letter of Offer, in the respective amounts, or as the case may be, calculated at the respective rates as the Bank may from time to time impose or decide in its discretion.</p>	<p>15.1 Rates/Amounts & Calculation</p> <p>The Borrower must pay to the Bank commission, commitment fee, banking charges and any other fees or charges payable for or under each Facility:</p> <p>(a) in the respective amounts, or as the case may be, calculated at the respective rates, stated in the relevant Letter of Offer; or such other document for the Facilities,</p> <p>(b) if not stated or provided in the relevant Letter of Offer, in the respective amounts, or as the case may be, calculated at the respective rates as the Bank may from time to time impose or decide in its discretion with prior notice to the Borrower.</p>

		Commission, commitment fee, banking charges and any other fees or charges will be calculated in accordance with the Bank's usual practice.	Commission, commitment fee, banking charges and any other fees or charges will be calculated in accordance with the Bank's usual practice.
3	15.3 Variation of commission, commitment fee, etc	<p>Regardless of the respective amounts or rates for calculation of commitment fee, commission, banking charges and any other fees or charges payable by the Borrower stated in the Letter of Offer or imposed or decided by the Bank from time to time pursuant to <u>Section 15.1(b)</u>, the Bank has the right from time to time by notice in writing to the Borrower, to vary the amount or rate for calculation of such commission, commitment fee, banking charges and any other fees or charges as the Bank thinks fit in its discretion.</p> <p>Any variation by the Bank pursuant to this <u>Section 15.3</u> will take effect on such date as the Bank may decide in its discretion.</p>	<p>Regardless of the respective amounts or rates for calculation of commitment fee, commission, banking charges and any other fees or charges payable by the Borrower stated in the Letter of Offer or imposed or decided by the Bank from time to time pursuant to <u>Section 15.1(b)</u>, the Bank has the right from time to time by notice in writing to the Borrower, to vary the amount or rate for calculation of such commission, commitment fee, banking charges and any other fees or charges as the Bank thinks fit in its discretion.</p> <p>Any variation by the Bank pursuant to this <u>Section 15.3</u> will take effect on such date as the Bank may decide in its discretion specified in the notice by the Bank.</p>
4	16.1 Review by the Bank	The Facilities are subject to periodic review by the Bank. The Bank on each review, has the right to do any one or more of the following without requiring the consent of the Borrower, and in each case in such manner and/or to such extent and upon and subject to terms and conditions as the Bank thinks fit in its discretion:	The Facilities are subject to periodic review by the Bank. The Bank on each review, has the right to do any one or more of the following without requiring the consent of with prior notice to the Borrower, and in each case in such manner and/or to such extent and upon and subject to terms and conditions as the Bank thinks fit in its discretion:

5	16.1 Review by the Bank	(f) terminate, cancel or recall all or any one or more of the Facilities as the Bank thinks fit and demand the immediate payment of all sums of moneys (principal, interest and otherwise, both actual and contingent) owing or payable to the Bank under all the Facilities or that Facility or those Facilities (as the case may be) so terminated, cancelled or recalled, even if no Event of Default has occurred or is subsisting.	(f) terminate, cancel or recall all or any one or more of the Facilities as the Bank thinks fit and thereafter demand the immediate payment of all sums of money (including principal, interest and otherwise, both other charges, whether actual and contingent) owing or payable to the Bank under all the Facilities or that Facility or those Facilities (as the case may be) so terminated, cancelled or recalled, even if no Event of Default has occurred or is subsisting due or payable to the Bank under the Facility or Facilities concerned. This right may be exercised where an Event of Default has occurred or is subsisting or where the Bank reasonably believes that the continuation of the Facility would be unlawful or materially prejudicial to the Bank.
6.	16.3 Restructuring may include conversion, addition, substitution or other variation, etc	The restructuring of the Facilities (or any one or more of them) by the Bank, whether pursuant to Section 16.1 or 16.2, may include or involve (but is not limited to) the following, in each case, in such manner, to such extent and on such terms and subject to such conditions as the Bank may decide in its discretion and may or may not involve any increase or reduction in the total principal limit/amount of the Facilities for which ad valorem stamp duty is or has been paid on this Agreement at that time or for the time being:	The restructuring of the Facilities (or any one or more of them) by the Bank, whether pursuant to <u>Section 16.1 or 16.2</u> , may include or involve (but is not limited to) the following, in each case, in such manner, to such extent and on such terms and subject to such conditions as the Bank may decide in its discretion <u>may deemed necessary</u> and may or may not involve any increase or reduction in the total principal limit/amount of the Facilities for which ad valorem stamp duty is or has been paid on this Agreement at that time or for the time being:
7.	20.1 Borrower to open current or savings account(s) etc	20.1.1 The Borrower must after the signing of this Agreement, when required by the Bank, open one or more current or savings or other account(s) at such branch/branches of the Bank as the Bank may require or approve.to service the Borrower's present and future payment obligations to the Bank under or in connection with the Facilities or the Letters of Offer or this Agreement. If the Borrower does not do this within a stipulated timeframe, the Bank may at its discretion (if applicable) for	20.1.1 The Borrower is encourage to open a Current/ Savings Account with the Bank <u>must after the signing of this Agreement, when required by the Bank, open one or more current or savings or other account(s) at such branch/branches of the Bank as the Bank may require or approve.</u> to service the Borrower's present and future payment obligations to the Bank under or in connection with the Facilities or the Letters of Offer or this Agreement. If the Borrower does not do this within a stipulated timeframe, the

		the benefit of the Borrower, open for the Borrower such account(s), and the Borrower hereby consents and authorises the Bank to do so.	Bank may at its discretion (if applicable) for the benefit of the Borrower, open for the Borrower such account(s), and the Borrower hereby consents and authorises the Bank to do so.
8.	20.2 Standing Instructions & Borrower's obligation to keep Servicing Account(s) in sufficient funds	20.2.1 The Borrower hereby by way of standing instructions to the Bank, irrevocably authorises the Bank to debit to and pay from the Servicing Account (or where there is more than one Servicing Account, from the relevant Servicing Account), including where applicable, the balance on any present or future overdraft (if any) under the Servicing Account (or where there is more than one Servicing Account, the relevant Servicing Account as determined by the Bank, or as the case may be, any of the Servicing Accounts) the sum of moneys (whether a loan repayment instalment, principal sum, interest, commission, commitment fee, banking charges or any other fees, charges, costs, expenses, taxes (including in particular but not limited to, sales and services tax or otherwise) from time to time owing or payable by the Borrower to the Bank under or in connection with each or any Facility or any Letter of Offer or this Agreement or any other Security Document, as and when such sum is due to or demanded by the Bank, or at any time after that according to its policies, together with such commission or charges as the Bank may impose or levy in accordance with its policies for effecting payment pursuant to standing instructions PROVIDED HOWEVER THAT the debiting of any sum or sums of moneys to any Servicing Account as mentioned above will not be treated as payment of such sum or sums of moneys except to the extent of any amount in credit in the Servicing Account which is debited (for the purposes of this <u>Section 20</u> , the standing instructions given by the Borrower to the Bank above, the "Standing Instructions").	20.2.1 The Borrower may hereby by way of standing instructions to the Bank, irrevocably authorises the Bank to debit to and pay from the Servicing Account (or where there is more than one Servicing Account, from the relevant Servicing Account), including where applicable, the balance on any present or future overdraft (if any) under the Servicing Account (or where there is more than one Servicing Account, the relevant Servicing Account as determined by the Bank, or as the case may be, any of the Servicing Accounts) the sum of moneys (whether a loan repayment instalment, principal sum, interest, commission, commitment fee, banking charges or any other fees, charges, costs, expenses, taxes (including in particular but not limited to, sales and services tax or otherwise) from time to time owing or payable by the Borrower to the Bank under or in connection with each or any Facility or any Letter of Offer or this Agreement or any other Security Document, as and when such sum is due to or demanded by the Bank, or at any time after that according to its policies, together with such commission or charges as the Bank may impose or levy in accordance with its policies for effecting payment pursuant to standing instructions PROVIDED HOWEVER THAT the debiting of any sum or sums of moneys to any Servicing Account as mentioned above will not be treated as payment of such sum or sums of moneys except to the extent of any amount in credit in the Servicing Account which is debited (for the purposes of this <u>Section 20</u> , the standing instructions given by the Borrower to the Bank above, the "Standing Instructions").

9.		20.3.5 the Borrower must indemnify the Bank against all losses, costs, damages, expenses, claims and demands which the Bank may incur, pay or sustain or which may be made against the Bank by any person(s) at any time by reason of the Bank carrying out or not carrying out the Standing Instructions of the Borrower.	20.3.5 the Borrower must indemnify the Bank against all losses, costs, damages, expenses, claims and demands which the Bank may incur, pay or sustain or which may be made against the Bank by any person(s) at any time by reason of the Bank carrying out or not carrying out the Standing Instructions of the Borrower save and except where such losses, costs, damages are directly attributable to the Bank's gross negligence, wilful default or omission.
10.	27.3 Change in market conditions, etc	Regardless of what is stated in this Agreement, if in the opinion of the Bank, there is any change in national or international monetary, financial, political or economic conditions or currency exchange rates or exchange controls which materially affects its ability, or which renders it temporarily or permanently impractical or commercially not viable for the Bank, to make available or continue to make available the Facilities or to perform, maintain, undertake, assume or give effect to its obligations in respect of the Facilities or to fund or allow to remain outstanding all or part of the Indebtedness, the Bank has the right to cancel or terminate the Facilities and demand the immediate payment of all moneys (principal, interest and otherwise, both actual and contingent) then outstanding to the Bank under the Facilities or this Agreement	Regardless of what is stated in this Agreement, if in the opinion of the Bank, there is any change in national or international monetary, financial, political or economic conditions or currency exchange rates or exchange controls which materially affects its ability, or which renders it temporarily or permanently impractical or commercially not viable for the Bank, to make available or continue to make available the Facilities or to perform, maintain, undertake, assume or give effect to its obligations in respect of the Facilities or to fund or allow to remain outstanding all or part of the Indebtedness, the Bank has the right to cancel or terminate the Facilities and demand the immediate payment of all moneys (principal, interest and otherwise, both actual and contingent) then outstanding to the Bank under the Facilities or this Agreement with reasonable prior notice to the Customer.
11.	28.1 General Indemnity	The Borrower must on demand indemnify the Bank against any loss or expense (including legal fees on a solicitor-client basis) which may be incurred or suffered by the Bank at any time as a result of any default by the Borrower or any other Security Party in payment of any moneys or liabilities (whether principal, interest or otherwise, actual or contingent, present or future) owing or payable to the Bank under this Agreement or any other	The Borrower must on-demand indemnify the Bank against any loss or expense (including legal fees on a solicitor-client basis) which may be incurred or suffered by the Bank at any time as a result of any default by the Borrower or any other Security Party in payment of any moneys or liabilities (whether principal, interest or otherwise, actual or contingent, present or future) owing or payable to the Bank under this Agreement or any other Security Document or as a result of the occurrence of any other Event of Default.

		Security Document or as a result of the occurrence of any other Event of Default.	
12.	34.3 Variations Amendments	and 34.3.1 The Bank is entitled at any time or from time to time by notice in writing to the Borrower, to amend or otherwise vary any of the terms, conditions or other provisions of, or to supplement, any of the Letters of Offer or this Agreement or any other Security Document in its discretion, according to its policies and such amendments, variations or supplements will take effect on such date as may be decided by the Bank in its discretion.	34.3.1 The Bank is entitled at any time or from time to time by notice in writing to the Borrower, to amend or otherwise vary any of the terms, conditions or other provisions of, or to supplement, any of the Letters of Offer or this Agreement or any other Security Document in its discretion, according to its policies and such amendments, variations or supplements will take effect on such date as may be decided by the Bank in its discretion according to its policy.