

Date:

**COMPANY NAME:** \_\_\_\_\_

[Registration No. \_\_\_\_\_ (\_\_\_\_\_)]

Address Row 1: \_\_\_\_\_

Address Row 2: \_\_\_\_\_

Address Row 3: \_\_\_\_\_

Dear Sir,

**RE: TERMS AND CONDITIONS FOR APPOINTMENT OF LOAN CONSULTANT**

Property:

---

**Appointment Of Loan Consultant**

I/We hereby appoint you as our loan consultant to apply and obtain from any financial institution as you may decide a loan or facility upon such terms and conditions as may be prescribed by the financial institution to finance the purchase of the Property ('Financial Facility').

**Execution of Application Forms And To Provide Financial Documents**

I/We shall within **fourteen (14) days** upon your request execute the application forms and provide and furnish all information and documents including Income Tax Returns and Bank Statements as may be required by the financial institutions for submission and processing of the application.

**Consultation Fee**

In consideration of the services to be provided I/we hereby pay to you a consultation fee of **Ringgit Malaysia One Thousand (RM1,000.00)** only ('Consultation Fee') which is refundable in the following event:

- (a) my/our application for loan is rejected by two (2) financial institutions in writing or not approved within forty-five (45) days from the date hereof, whichever earlier, provided that I/we have submitted complete applications and furnished all required documents to the financial institutions; and
- (b) I/we have executed the Sale and Purchase Documents and Security Documents for the Property and the Financial Facility and further paid at least two per centum (2.00%) of the Purchase Price to the developer of the Property.

We further confirm that the Consultation Fee shall be forfeited if I/we within seven (7) days upon your request fail and/or neglect for any reasons to:

- (a) execute the application forms and provide and furnish all information and documents including Income Tax Returns and Bank Statements as may be required by the financial institutions; and
- (b) execute the Sale and Purchase Documents and Security Documents for the Property and the Financial Facility and/or pay at least two per centum (2.00%) of the Purchase Price to the developer of the Property.

**No Liability**

I/We declare and agree that you and the developer of the Property shall not in any way be liable to me/us for any loss, damage, cost or expense howsoever arising or incurred for failure to obtain the Financial Facility.

**Termination Of Appointment**

I/We hereby declare and agree that you may at any time terminate the appointment as my/or loan consultant for any reasons whatsoever whereupon the Consultation Fee shall be refundable within seven (7) days from the date thereof unless forfeited prior thereto pursuant to the terms and conditions herein.

**No Contract**

I/We hereby declare and agree that nothing herein shall be interpreted to mean that a binding contract has been formed for the sale and purchase of the Property between the developer and me/us until and unless the Sale and Purchase Documents and Security Documents for the Property and the Financial Facility have been executed and at least two per centum (2.00%) of the Purchase Price has been paid to the developer of the Property.

Yours faithfully,

.....

Name:  
NRIC/Passport No:

.....

Name:  
NRIC/Passport No: