Date : Your Ref :

**ISKANDAR INVESTMENT BERHAD A18 & A19 MEDINI 9**

**PERSIARAN MEDINI SENTRAL 1**

**BANDAR MEDINI ISKANDAR**

**79250 ISKANDAR PUTERI JOHOR DARUL TAKZIM**

Dear Sirs,

**Re: LETTER OF UNDERTAKING**

**Parcel : [Parcel No] Project :**

**Lease Purchaser : [Name & IC/Passport No]**

**Second**

**Lease Purchaser : [Name & IC/Passport No] *(if applicable)***

**Developer :**

**Proprietor : Iskandar Investment Berhad**

1. Iskandar Investment Berhad (Company No: 200601032342 (752101-D)), a company incorporated in Malaysia with its registered address at A18 & A19 Medini 9, Persiaran Medini Sentral 1, Bandar Medini Iskandar, 79250 Iskandar Puteri, Johor Darul Ta’zim is the registered Proprietor of land held under [●] (“the Land”).

2. The Developer is the registered lessee over the Land for a term of [●] (*duration of the lease*) commencing on [●] (*lease commencement date*) and expiring on [●] (*lease expiry date*)(“Lease Tenure”).

3. (i) By a Sale and Purchase Agreement dated [●] (“the SPA”) between the Developer of the first part, the Lease Purchaser of the second part and the Proprietor of the third part, the Developer had sold to the Lease Purchaser the lease for the Parcel erected on the Land (“the Lease”) upon the terms and conditions contained in the SPA a copy of the SPA is annexed herein as **Appendix A**.

 (ii) By a subsequent Sale and Purchase Agreement dated [●] (“the Second SPA”) between the Lease Purchaser of the first part and the Second Lease Purchaser of the other part, the Lease Purchaser had sold to the Second Lease Purchaser all his/her legal and beneficial rights and interests in the said Parcel based upon the terms and conditions contained in the Second SPA a copy of which is annexed herein as **Appendix A 2**. *(if applicable)*

4. The strata title to the Parcel has been issued by the relevant land authority.

5. In consideration for the Proprietor agreeing to grant to the Lease Purchaser/the Second Lease[[1]](#footnote-1) Purchaser written consent for the registration of the instrument of transfer of the Lease over the Parcel in favour of the Lease Purchaser/the Second Lease Purchaser[[2]](#footnote-2) and to forward the original strata title to the Parcel to the Lease Purchaser or their financier, as the case may be, the Lease Purchaser/the Second Lease Purchaser[[3]](#footnote-3) hereby undertakes and confirms as follows: -

(a) to comply with and observe all the obligations of the lessee as contained and/or stipulated in the Lease Annexure in particular Clauses 4.1 (a) - (m) of the Lease Annexure as attached in the SPA and/or the Memorandum of Transfer, a copy of the Lease Annexure is attached herein as **Appendix B**;

(b) not to sell, transfer or assign the rights, title and benefits of the Lease Purchaser/the Second Lease Purchaser[[4]](#footnote-4) under the Lease without the written consent of the Proprietor;

(c) to forward or to procure the financier’s solicitors to submit to the Proprietor, a copy of the letter of offer issued by the financier providing banking facilities to the Lease Purchaser/the Second Lease Purchaser[[5]](#footnote-5) to finance the purchase of the Lease over the Parcel is attached herein as **Appendix C**;

(d) to refrain from doing all acts, things and matters deemed to constitute a threat or would prejudice the Proprietor’s freehold interest in the Parcel;

(e) to indemnify the Proprietor at all times against any loss and/or damages which the Proprietor may suffer or incur as a result of the failure on the part of the Lease Purchaser/the Second Lease Purchaser[[6]](#footnote-6) to observe and comply with any terms and conditions contained in the Lease Annexure and any other relevant written laws, by-laws and rules for the time being enforced affecting the Parcel and/or the occupation and the use of the Parcel;

(f) immediately inform the Proprietor if there is any damage or loss of the original strata title to the Parcel and to bear all costs and expenses incurred in relation to the procurement of the replacement strata title to the Parcel;

(g) to provide a copy of the strata title to the Parcel evidencing the transfer of the Lease and/or duplicate lease to the Proprietor within thirty (30) business days from the date the transfer of the Lease over the Parcel is completed and registered; and

(h) to surrender the original strata title to the Proprietor within 7 business days upon the expiry of the Lease Tenure.

5. This Letter of Undertaking shall be binding upon the Lease Purchaser and/or their heirs, personal representatives, successors in title, and/or permitted assignee.

6. In the event that the Lease Purchaser/the Second Lease Purchaser[[7]](#footnote-7) commits any breach or default of any of the terms and conditions contained in the Lease Annexure, the Proprietor reserves its rights to initiate action against the Lease Purchaser/the Second Lease Purchaser[[8]](#footnote-8) which includes but is not limited to exercise its rights to forfeit the Lease in accordance to Clause 4.2 (b) or (d) of the Lease Annexure in circumstances where the Proprietor’s freehold interest in the strata title to the Parcel is threatened or prejudiced.

The Lease Purchaser/Second Lease Purchaser[[9]](#footnote-9) fully confirms that the Lease Purchaser/the Second Lease Purchaser[[10]](#footnote-10) has read and fully understands the content, nature and extent of this Letter of Undertaking and agree to abide by each and every undertaking and covenant herein contained.

Lease Purchaser/

Second Lease Purchaser[[11]](#footnote-11)Lease Purchaser/*Second Lease Purchaser*[[12]](#footnote-12)

Name: NRIC/Passport No.:

Date:

Name: NRIC/Passport No.:

Date:

*Lease Purchaser*/*Second Lease Purchaser*[[13]](#footnote-13) *Witnessed by:*

*Lease Purchaser/Second Lease Purchaser*[[14]](#footnote-14) *Witnessed by:*

Name: NRIC/Passport No.: Date:

Name: NRIC/Passport No.: Date:

1. To delete as applicable [↑](#footnote-ref-1)
2. To delete as applicable [↑](#footnote-ref-2)
3. To delete as applicable [↑](#footnote-ref-3)
4. To delete as applicable [↑](#footnote-ref-4)
5. To delete as applicable [↑](#footnote-ref-5)
6. To delete as applicable [↑](#footnote-ref-6)
7. To delete as applicable [↑](#footnote-ref-7)
8. To delete as applicable [↑](#footnote-ref-8)
9. To delete as applicable [↑](#footnote-ref-9)
10. To delete as applicable [↑](#footnote-ref-10)
11. To delete as applicable [↑](#footnote-ref-11)
12. To delete as applicable [↑](#footnote-ref-12)
13. To delete as applicable [↑](#footnote-ref-13)
14. To delete as applicable [↑](#footnote-ref-14)