MALAYSIA

Warta Kerajaan

SERI PADUKA BAGINDA

DITERBITKAN DENGAN KUASA

HIS MAJESTY'S GOVERNMENT GAZETTE

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P.U. (A) 156.

AKTA MESIN CETAK DAN PENERBITAN 1984

PERINTAH MESIN CETAK DAN PENERBITAN (KAWALAN HASIL PENERBITAN YANG TAK DIINGINI) 2005

PADA menjalankan kuasa yang diberikan oleh subseksyen 7(1) Akta Mesin Cetak dan Penerbitan 1984 [*Akta 301*], Menteri membuat perintah yang berikut:

Nama

1. Perintah ini bolehlah dinamakan **Perintah Mesin Cetak dan Penerbitan (Kawalan Hasil Penerbitan Yang Tak Diingini) 2005**.

Larangan

2. Pencetakan, pengimportan, penghasilan, penghasilan semula, penerbitan, penjualan, pengeluaran, pengelilingan, pengedaran atau pemilikan hasil penerbitan yang diperihalkan dalam Jadual dan yang memudaratkan ketenteraman awam adalah dilarang secara mutlak di seluruh Malaysia.

JADUAL

	Tajuk Hasil Penerbitan	*Pengarang*	*Penerbit*	*Pencetak*	*Bahasa*
1.	MERCY OCEANS' LOVESTREAM	Sheikh Nazim Al-Qubrusi	Sheikh Nazim c/o Baysal Gulboy P.O. Box 80, Girne/ Mersin 10, TURKEY	SEBAT OFFSET PRINTERS KONYA/ TURKEY	Inggeris

	Tajuk Hasil Penerbitan	*Pengarang*	*Penerbit*	*Pencetak*	*Bahasa*
2.	A HISTORY OF GOD	KAREN ARMSTRONG	Ballantine Books New York	Dicetak di USA	Inggeris
3.	the CROSS and the CRESCENT	Phil Parshall	Tyndale House Publisher, Inc., Wheaton, Illinois	Dicetak di USA	Inggeris
4.	MESSIAH WAR IN THE MIDDLE EAST & ROAD TO ARMAGEDDON	Grant R. Jeffrey	Frontier Research Publications P.O. Box 129 Station "U", Toronto, Ontario M8Z 5M4	Harmony Printing Limited Canada	Inggeris
5.	THE STERLING Dictionary of RELIGION	Amrita Sharma	Sterling Publishers Pvt.Ltd., L-10 Green Park Extension, New Delhi-110016	Shagun Offset Press, India 6184572, 6106975	Inggeris
6.	THE WORD OF ISLAM	JOHN ALDEN WILLIAMS	Thames And Hudson Ltd. London	Dicetak di USA	Inggeris
7.	GREAT RELIGIONS of the World	—	National Geographic Society. Washington D.C.20036	—	Inggeris
8.	MYSTERIOUS FACTS STRANGE WORLD	RICHARD O'NEILL	Grange Books. An Imprint Of Grange Books Limited, The Grange, Grange Yard London, SEI 3AG	Dicetak di Itali	Inggeris
9.	MYSTERIOUS FACTS GODS & DEMONS	AMANDA O'NEILL	Grange Books. An Imprint Of Grange Books Limited, The Grange, Grange Yard London, SEI 3AG	Dicetak di Itali	Inggeris

Dibuat 23 Mac 2005
[KKDN: PQ(S) 600-2/3; PN(PU^2)417/VII]

Bagi pihak dan atas nama Menteri Keselamatan Dalam Negeri

CHIA KWANG CHYE
Timbalan Menteri Keselamatan Dalam Negeri

PRINTING PRESSES AND PUBLICATIONS ACT 1984

PRINTING PRESSES AND PUBLICATIONS (CONTROL OF UNDESIRABLE PUBLICATIONS) ORDER 2005

IN exercise of the powers conferred by subsection 7(1) of the Printing Presses and Publications Act 1984 [*Act 301*], the Minister makes the following order:

Citation

1. This order may be cited as the **Printing Presses and Publications (Control of Undesirable Publications) Order 2005**.

Prohibition

2. The printing, importation, production, reproduction, publishing, sale, issue, circulation, distribution or possession of the publications which are described in the Schedule and which are prejudicial to public order are absolutely prohibited throughout Malaysia.

SCHEDULE

	Title of Publication	*Author*	*Publisher*	*Printer*	*Language*
1.	MERCY OCEANS' LOVESTREAM	Sheikh Nazim Al-Qubrusi	Sheikh Nazim c/o Baysal Gulboy P.O. Box 80, Girne/ Mersin 10, TURKEY	SEBAT OFFSET PRINTERS KONYA/ TURKEY	English
2.	A HISTORY OF GOD	KAREN ARMSTRONG	Ballantine Books New York	Printed in USA	English
3.	the CROSS and the CRESCENT	Phil Parshall	Tyndale House Publisher, Inc., Wheaton, Illinois	Printed in USA	English
4.	MESSIAH WAR IN THE MIDDLE EAST & ROAD TO ARMAGEDDON	Grant R. Jeffrey	Frontier Research Publications P.O. Box 129 Station "U", Toronto, Ontario M8Z 5M4	Harmony Printing Limited Canada	English
5.	THE STERLING Dictionary of RELIGION	Amrita Sharma	Sterling Publishers Pvt.Ltd., L-10 Green Park Extension, New Delhi-110016	Shagun Offset Press, India 6184572, 6106975	English
6.	THE WORD OF ISLAM	JOHN ALDEN WILLIAMS	Thames And Hudson Ltd. London	Printed in USA	English
7.	GREAT RELIGIONS of the World	—	National Geographic Society Washington D.C.20036	—	English
8.	MYSTERIOUS FACTS STRANGE WORLD	RICHARD O'NEILL	Grange Books. An Imprint Of Grange Books Limited, The Grange, Grange Yard London, SEI 3AG	Printed in Italy	English
9.	MYSTERIOUS FACTS GODS & DEMONS	AMANDA O'NEILL	Grange Books. An Imprint Of Grange Books Limited, The Grange, Grange Yard London, SEI 3AG	Printed in Italy	English

Made 23 March 2005
[KKDN: PQ(S) 600-2/3; PN(PU^2)417/VII]

On behalf and in the name of the Minister of Internal Security

CHIA KWANG CHYE
Deputy Minister of Internal Security

P.U. (A) 157.

AKTA MESIN CETAK DAN PENERBITAN 1984

PERINTAH MESIN CETAK DAN PENERBITAN (KAWALAN HASIL PENERBITAN YANG TAK DIINGINI) (NO. 2) 2005

PADA menjalankan kuasa yang diberikan oleh subseksyen 7(1) Akta Mesin Cetak dan Penerbitan 1984 [*Akta 301*], Menteri membuat perintah yang berikut:

Nama

1. Perintah ini bolehlah dinamakan **Perintah Mesin Cetak dan Penerbitan (Kawalan Hasil Penerbitan Yang Tak Diingini) (No. 2) 2005**.

Larangan

2. Pencetakan, pengimportan, penghasilan, penghasilan semula, penerbitan, penjualan, pengeluaran, pengelilingan, pengedaran atau pemilikan hasil penerbitan yang diperihalkan dalam Jadual dan yang memudaratkan ketenteraman awam adalah dilarang secara mutlak di seluruh Malaysia.

JADUAL

	Tajuk Hasil Penerbitan	*Pengarang*	*Penerbit*	*Pencetak*	*Bahasa*
1.	WOMEN AND ISLAM	Fatima Mernissi	Blackwell Publishers, 108, Cowley Road Oxford OX4 1JF, UK	Athenaeum Press Ltd, Gateshed, Tyne & Wear Great Britain	Inggeris
2.	MUHAMMAD. A BIOGRAPHY OF THE PROPHET	Karen Armstrong	Harper Collins Publishers, 10 East 53rd Street New York, NY 10022	Dicetak di USA	Inggeris

Dibuat 23 Mac 2005
[KKDN. PQ(S) 600-2/3; PN(PU^2)417/VII]

Bagi pihak dan atas nama Menteri Keselamatan Dalam Negeri

CHIA KWANG CHYE
Timbalan Menteri Keselamatan Dalam Negeri

PRINTING PRESSES AND PUBLICATIONS ACT 1984

PRINTING PRESSES AND PUBLICATIONS (CONTROL OF UNDESIRABLE PUBLICATIONS (NO. 2) ORDER 2005

IN exercise of the powers conferred by subsection 7(1) of the Printing Presses and Publications Act 1984 [*Act 301*], the Minister makes the following order:

Citation

1. This order may be cited as the **Printing Presses and Publications (Control of Undesirable Publications) (No. 2) Order 2005**.

Prohibition

2. The printing, importation, production, reproduction, publishing, sale, issue, circulation, distribution or prossession of the publications which are described in the Schedule and which are prejudicial to public order are absolutely prohibited throughout Malaysia.

SCHEDULE

	Title of Publication	*Author*	*Publisher*	*Printer*	*Language*
1.	WOMEN AND ISLAM	Fatima Mernissi	Blackwell Publishers, 108, Cowley Road Oxford OX4 1JF, UK	Athenaeum Press Ltd, Gateshed Tyne & Wear Great Britain	English
2.	MUHAMMAD. A BIOGRAPHY OF THE PROPHET	Karen Armstrong	Harper Collins Publishers, 10 East 53rd Street New York, NY 10022	Printed in USA	English

Made 23 March 2005
[KKDN. PQ(S) 600-2/3; PN(PU^2)417/VII]

On behalf and in the name of the Minister of Internal Security

CHIA KWANG CHYE
Deputy Minister of Internal Security

P.U. (A) 158.

AKTA CUKAI PENDAPATAN 1967

PERINTAH CUKAI PENDAPATAN (PENGECUALIAN) (NO. 17) 2005

PADA menjalankan kuasa yang diberikan oleh perenggan 127(3)*(b)* Akta Cukai Pendapatan 1967 [*Akta 53*], Menteri membuat perintah yang berikut:

Nama dan permulaan kuat kuasa

1. (1) Perintah ini bolehlah dinamakan **Perintah Cukai Pendapatan (Pengecualian) (No. 17) 2005**.

(2) Perintah ini disifatkan telah mula berkuat kuasa mulai tahun taksiran 2003.

Tafsiran

2. Dalam Perintah ini, melainkan jika konteksnya menghendaki makna yang lain—

"Anugerah Kecemerlangan Eksport" ertinya suatu anugerah yang diberikan oleh Kementerian Perdagangan Antarabangsa dan Industri kepada suatu syarikat kerana telah mencapai peningkatan tertinggi dalam jualan eksport bagi suatu tahun taksiran;

"jualan eksport" ertinya jualan eksport langsung keluaran perkilangan atau hasil pertanian dari Malaysia tidak termasuk penjualan kepada Zon Perindustrian Bebas, Zon Perdagangan Bebas, Gudang Pengilangan Berlesen dan Zon Bebas Labuan, Langkawi dan Tioman;

"nilai peningkatan eksport" ertinya perbezaan antara nilai percuma ke atas kapal bagi jualan eksport dalam suatu tempoh asas dengan tempoh asas sebaik sebelum tempoh asas itu;

"pasaran baru" ertinya pasaran eksport sebagaimana yang ditetapkan oleh Perbadanan Pembangunan Perdagangan Luar Malaysia;

"peningkatan eksport yang ketara" ertinya nilai peningkatan eksport bagi suatu syarikat dalam tempoh asas bagi suatu tahun taksiran sekurang-kurangnya 50 peratus;

"syarikat tempatan" ertinya suatu syarikat yang diperbadankan di Malaysia dan sekurang-kurangnya 60 peratus modal saham yang diterbitkan dimiliki oleh rakyat Malaysia.

Pengecualian

3. Menteri mengecualikan suatu syarikat tempatan yang bermastautin di Malaysia dan yang menjalankan aktiviti perkilangan atau pertanian daripada pembayaran cukai pendapatan berkenaan dengan pendapatan yang diperoleh daripada jualan eksport dalam tempoh asas bagi suatu tahun taksiran.

Amaun pendapatan yang dikecualikan

4. (1) Amaun pendapatan yang dikecualikan yang disebut dalam perenggan 3 hendaklah suatu amaun yang bersamaan dengan—

(a) 30 peratus daripada nilai peningkatan eksport jika suatu syarikat mencapai peningkatan eksport yang ketara;

(b) 50 peratus daripada nilai peningkatan eksport jika suatu syarikat telah menembusi pasaran baru; dan

(c) 100 peratus daripada nilai peningkatan eksport jika suatu syarikat telah dianugerahkan Anugerah Kecemerlangan Eksport

(2) Jika amaun pendapatan yang hendaklah dikecualikan telah ditentukan di bawah subperenggan (1) bagi suatu tahun taksiran, sekian banyak pendapatan berkanun daripada perniagaan itu bagi tahun taksiran itu yang bersamaan dengan amaun tersebut tetapi tidak melebihi 70 peratus daripada pendapatan berkanun itu hendaklah dikecualikan daripada cukai.

Ketidakcukupan pendapatan

5. Jika oleh sebab sekatan 70 peratus daripada pendapatan berkanun itu atau oleh sebab ketidakcukupan pendapatan atau ketiadaan pendapatan berkanun daripada perniagaan syarikat itu bagi tempoh asas bagi suatu tahun taksiran, pengecualian tidak boleh diberikan atau tidak boleh diberikan sepenuhnya kepada amaun seperti yang ditentukan yang berhak didapatkan oleh syarikat di bawah perenggan 4 bagi tahun taksiran tersebut, maka sekian banyak daripada amaun itu yang tidak boleh dikecualikan bagi tahun itu hendaklah dikecualikan bagi tahun taksiran pertama yang berikutnya bagi tempoh asas yang terdapat pendapatan berkanun daripada perniagaan itu, dan bagi tahun-tahun taksiran yang berikutnya tetapi tidak melebihi 70 peratus daripada pendapatan berkanun itu bagi setiap tahun atau tahun-tahun taksiran sehinggalah keseluruhan amaun yang ke atasnya ia berhak sedemikian dikecualikan.

Pemakaian perenggan 5 dan 6 Jadual 7A

6. Perenggan 5 dan 6 Jadual 7A kepada Akta hendaklah terpakai *mutatis mutandis* kepada amaun pendapatan yang dikecualikan di bawah perenggan 3.

Penyenggaraan rekod yang berasingan

7. Syarikat hendaklah menyenggarakan rekod yang berasingan bagi jualan eksport yang layak bagi pengecualian ke atas nilai peningkatan eksport di bawah subsubperenggan 4(1)*(a)* dan *(b)*.

Ketidakpakaian

8. (1) Syarikat yang diberikan pengecualian di bawah subsubperenggan 4(1)*(a)* dan *(b)* dalam tempoh asas bagi suatu tahun taksiran di bawah Perintah ini, tidak layak diberikan pengecualian di bawah subperenggan 4(1)*(c)* dalam tahun taksiran yang sama.

(2) Perintah ini tidak terpakai bagi suatu syarikat bagi suatu tahun taksiran—

(a) dalam tempoh asas syarikat itu telah diberikan apa-apa insentif (kecuali potongan untuk penggalakkan eksport) di bawah Akta Penggalakkan Eksport 1986 [*Akta 327*];

(b) dalam tempoh asas syarikat itu telah diberikan elaun pelaburan semula di bawah Jadual 7A Akta;

(c) dalam tempoh asas syarikat itu telah diberikan elaun di bawah Kaedah-Kaedah Cukai Pendapatan (Elaun bagi Peningkatan Eksport) 1999 [*P.U. (A) 128/1999*];

(d) dalam tempoh asas syarikat itu telah diberikan potongan di bawah Kaedah-Kaedah Cukai Pendapatan (Potongan Bagi Kos Mengambil Alih Syarikat Milik Asing) 2003 [*P.U. (A) 310/2003*]; dan

(e) bagi jualan eksport—

(i) keluaran yang tertakluk kepada larangan mengenai eksport di bawah Akta Kastam 1967 [*Akta 235*]; dan

(ii) keluaran yang tersenarai dalam Jadual.

JADUAL

	Perihal	Kod Sistem Berharmoni (H.S)
(i)	Jongkong timah atau papak; bijih timah dan bijih padat	80.01 2609.00 000
(ii)	Getah asli keping dan papak, Getah Piawaian Malaysia, getah asli krep, susu getah asli dan gam asli	4001.10; 4001.21; 4001.22; 4001.29; 4001.30
(iii)	Minyak isirung kelapa sawit mentah; bungkil isirung kelapa sawit dan minyak kelapa sawit mentah	1513.21 100; 2306.60 200; 1511.10 000
(iv)	Kelapa kering, bungkil kelapa kering dan minyak kelapa mentah	1203.00 000; 1513.11 000; 2306.50 000
(v)	Kayu balak, kayu gergaji (tidak digred dan tidak dikering tanur) dan serpai kayu (kecuali briket)	44.03; 44.07 44.08; 44.01
(iv)	Minyak petroleum (minyak mentah dan selain minyak mentah) dan gas petroleum dan gas hidrokarbon yang lain (dalam keadaan cecair atau bergas) hidrogen, nitrogen dan oksigen	2709.00; 27.10; 27.11; 27.12; 27.13; 2804.10 000; 2804.30 000; 2804.40 000

Dibuat 11 April 2005
[Perb. 0.3865/73 (SJ. 45) (SK. 6); LHDN. 01/35/(S)/42/51/82-10.4; PN(PU2)80/XLIII]

Bagi pihak dan atas nama Menteri Kewangan

DATO' DR. NG YEN YEN
Timbalan Menteri Kewangan I

[*Akan dibentangkan di Dewan Rakyat menurut subseksyen 127(4) Akta Cukai Pendapatan 1967*]

INCOME TAX ACT 1967

INCOME TAX (EXEMPTION) (NO. 17) ORDER 2005

IN exercise of the powers conferred by paragraph 127(3)*(b)* of the Income Tax Act 1967 [*Act 53*], the Minister makes the following order:

Citation and commencement

1. (1) This order may be cited as the **Income Tax (Exemption) (No. 17) Order 2005**.

(2) This Order is deemed to have come into operation from the year of assessment 2003.

Interpretation

2. In this Order, unless the context otherwise requires—

"Export Excellence Award" means an award given by the Ministry of International Trade and Industry to a company for achieving the highest increase in export sales for a year of assessment;

"export sales" means direct export sales of manufactured products or agricultural produce from Malaysia but does not include sales to Free Industrial Zones, Free Commercial Zones, Licensed Manufacturing Warehouses and Labuan, Langkawi and Tioman Free Zones;

"value of increased exports" means the difference of the free-on-board value of export sales in a basis period and that of the immediately preceding basis period;

"new market" means export markets as determined by the Malaysia External Trade Development Corporation;

"significant increase in exports" means the value of increased exports of the company in the basis period for a year of assessment is at least 50 percent;

"local company" means a company incorporated in Malaysia and at least 60 per cent of the issued share capital of the company is Malaysian owned.

Exemption

3. The Minister exempts a local company resident in Malaysia and carrying on activities of manufacturing or agriculture from the payment of income tax in respect of income derived from export sales in the basis period for a year of assessment.

Amount of income to be exempted

4. (1) The amount of income to be exempted referred to in paragraph 3 shall be an amount equal to—

(a) 30 per cent of the value of increased exports where a company has achieved a significant increase in exports;

(b) 50 per cent of the value of increased exports where a company has penetrated new markets; and

(c) 100 per cent of the value of increased exports where a company has been awarded the Export Excellence Award.

(2) Where the amount of income to be exempted has been determined under subparagraph (1) for a year of assessment, so much of the statutory income of the business for that year of assessment as is equal to that amount but not exceeding 70 per cent of the statutory income shall be exempted from tax.

Insufficiency of Income

5. Where by reason of the restriction to 70 per cent of the statutory income or of an insufficiency or absence of statutory income from a business of the company for the basis period for a year of assessment, effect cannot be given or cannot be given in full to the amount as determined to which the company is entitled under paragraph 4 for that year of assessment, then so much of that amount as cannot be exempt for that year shall be exempted for the first subsequent year of assessment for the basis period for which there is statutory income from that business, and for subsequent years of assessment but not exceeding 70 per cent of the statutory income for each year or years of assessment until the whole of the amount to which it is so entitled is exempted.

Application for paragraphs 5 and 6 of Schedule 7A

6. Paragraphs 5 and 6 of Schedule 7A to the Act shall apply *mutatis mutandis* to the amount of income exempted under paragraph 3.

Maintaining separate record

7. The company shall maintain a separate record for export sales which are entitled for exemption on the value of increased exports under subsubparagraphs 4(1)*(a)* and *(b)*.

Non-application

8. (1) The company which has been granted exemption under subsubparagraphs 4(1)*(a)* and *(b)* in the basis period for a year of assessment under this Order, shall not be entitled for exemption under subsubparagraph 4(1)*(c)* in the same year of assessment.

(2) This Order shall not apply to a company for a year of assessment—

(a) in the basis period the company has been granted any incentives (except for deductions for promotion of exports) under the Promotion of Investments Act 1986 [*Act 327*];

(b) in the basis period the company has been granted reinvestment allowance under Schedule 7A of the Act;

(c) in the basis period the company has been granted an allowance under

the Income Tax (Allowance For Increased Exports) Rules 1999 [*P.U. (A) 128/1999*]; and

(d) in the basis period the company has been granted deduction under the Income Tax (Deduction For Cost On Acquisition Of A Foreign Owned Company) Rules 2003 [*P.U. (A) 310/2003*]; and

(e) on export sales of—

(i) products subject to prohibition of export under the Customs Act 1967 [*Act 235*]; and

(ii) products listed in the Schedule.

SCHEDULE

	Description	*Harmonized System Code (H.S)*
(i)	Tin ingots or slabs; tin ore and concentrates	80.01 2609.00 000
(ii)	Natural rubber sheet and slabs, Standard Malaysian Rubber, crepe natural rubber, natural rubber latex and natural gums	4001.10; 4001.21; 4001.22; 4001.29; 4001.30
(iii)	Crude palm kernel oil; palm kernel cakes and crude palm oil	1513.21 100; 2306.60 200; 1511.10 000
(iv)	Copra, copra cakes and crude coconut oil	1203.00 000; 1513.11 000; 2306.50 000
(v)	Logs, sawn timber (ungraded and non-kiln dry) and wood chips (except briquettes)	44.03; 44.07 44.08; 44.01
(vi)	Petroleum oils (crude and other than crude) and petroleum gases and other gaseous hydrocarbons (liquified or in gaseous state) hydrogen, nitrogen and oxygen	2709.00; 27.10; 27.11; 27.12; 27.13; 2804.10 000; 2804.30 000; 2804.40 000

Made 11 April 2005
[Perb. 0.3865/73 (SJ. 45) (SK. 6); LHDN. 01/35/(S)/42/51/82-10.4; PN(PU2)80/XLIII]

On behalf and in the name of the Minister of Finance

DATO' DR. NG YEN YEN
Deputy Minister of Finance I

[*To be laid before the Dewan Rakyat pursuant to subsection 127(4) of the Income Tax Act 1967*]

P.U. (A) 159.

AKTA PENGANGKUTAN JALAN 1987

PERINTAH PENGANGKUTAN JALAN (LARANGAN PENGGUNAAN JALAN) (JALAN PERSEKUTUAN) 2005

PEMBETULAN

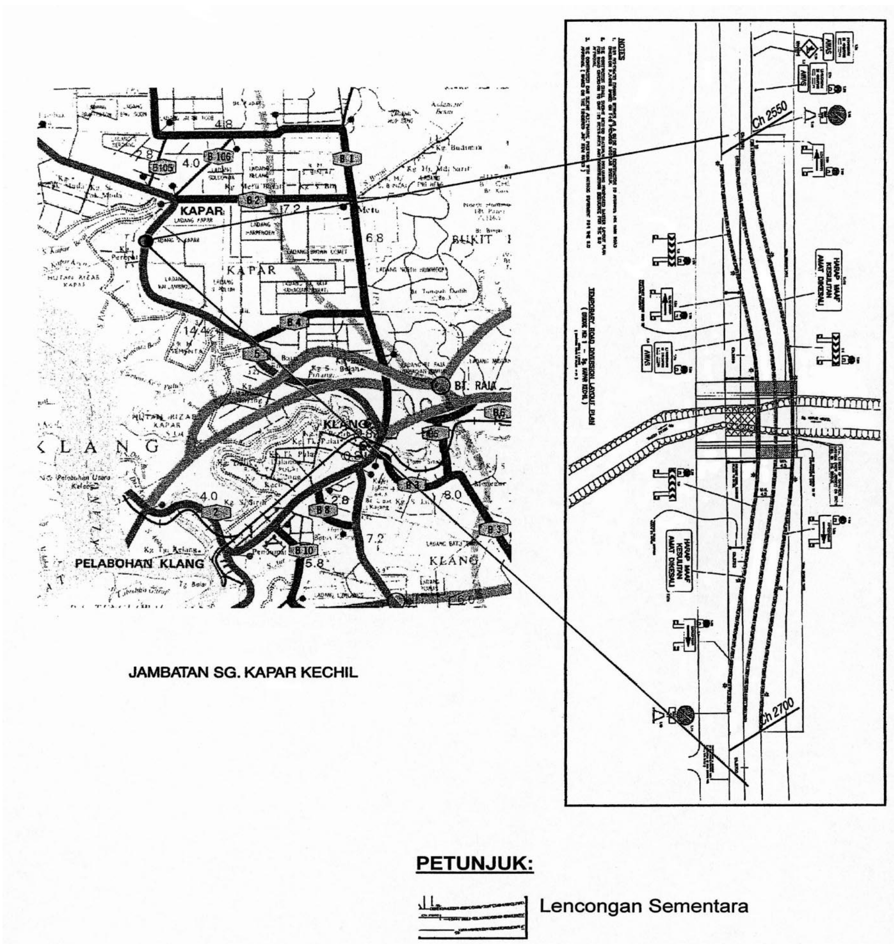
DALAM P.U. (A) 15 yang disiarkan pada 13 Januari 2005—

(a) dalam Jadual Pertama, gantikan perkataan "Sg. Puloh" yang terdapat dalam ruang (1) dengan perkataan "Sg. Kapar Kechil"; dan

(b) gantikan Jadual Kedua dengan jadual yang berikut:

JADUAL KEDUA

LALUAN 5: JALAN KAPAR–KLANG



ROAD TRANSPORT ACT 1987

ROAD TRANSPORT (PROHIBITION OF USE OF ROAD) (FEDERAL ROADS) ORDER 2005

CORRIGENDUM

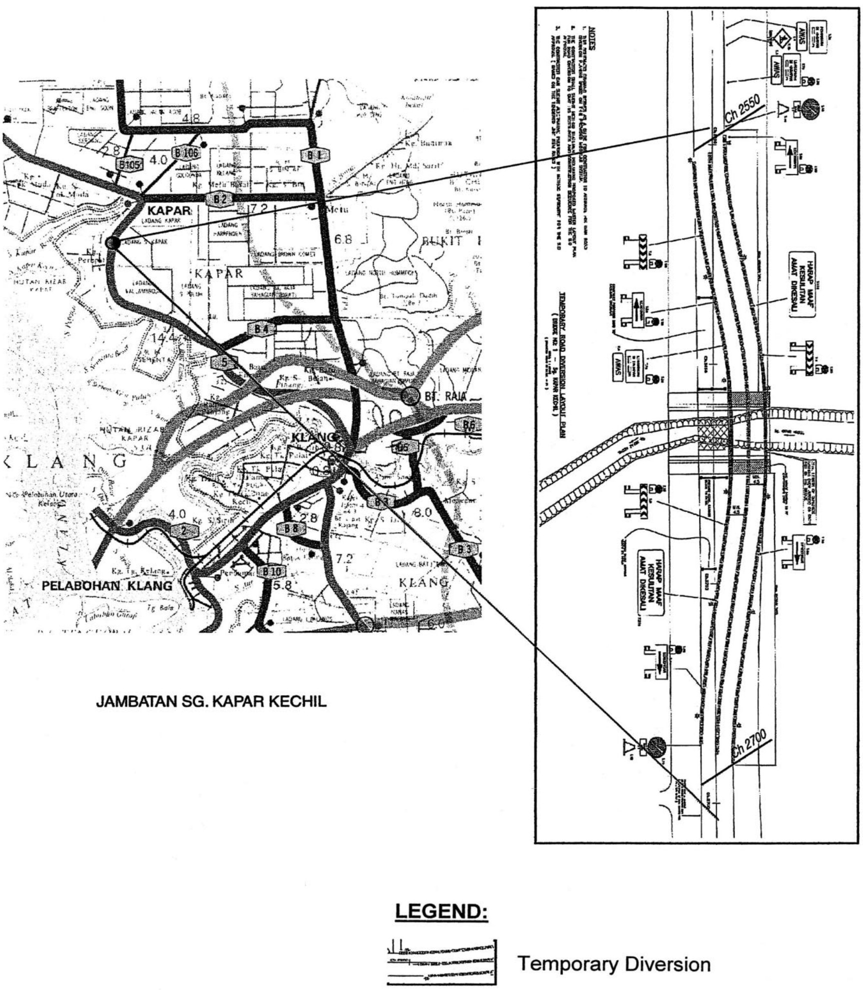
IN P.U. (A) 15 published on 13 January 2005—

(a) in the First Schedule, substitute for the words "Sg. Puloh" appearing in column (1) the words "Sg. Kapar Kechil"; and

(b) substitute for the Second Schedule the following Schedule:

SECOND SCHEDULE

ROUTE 5: KAPAR–KLANG ROAD



P.U. (A) 160.

AKTA KASTAM 1967

PERINTAH KASTAM (NILAI-NILAI) (MINYAK MENTAH PETROLEUM) (NO. 8) 2005

PADA menjalankan kuasa yang diberikan oleh seksyen 12 Akta Kastam 1967 [*Akta 235*], Menteri membuat perintah yang berikut:

Nama dan permulaan kuat kuasa

1. Perintah ini bolehlah dinamakan **Perintah Kastam (Nilai-Nilai) (Minyak Mentah Petroleum) (No. 8) 2005** dan hendaklah mula berkuat kuasa bagi tempoh 14 April 2005 hingga 27 April 2005.

Pemungutan dan pembayaran duti kastam

2. Bagi maksud pemungutan dan pembayaran duti-duti kastam, menurut peruntukan-peruntukan Perintah Duti Kastam 1996 [*P.U. (A) 15/96*], nilai bagi tiap-tiap satu barang berduti yang dinyatakan dalam ruang (1) dan (2) Jadual mengikut unitnya yang tersebut dalam ruang (3) hendaklah nilai yang dinyatakan dalam ruang (4) Jadual tersebut.

CUSTOMS ACT 1967

CUSTOMS (VALUES) (CRUDE PETROLEUM OIL) (NO. 8) ORDER 2005

IN exercise of the powers conferred by section 12 of the Customs Act 1967 [*Act 235*], the Minister makes the following order:

Citation and commencement

1. This order may be cited as the **Customs (Values) (Crude Petroleum Oil) (No. 8) Order 2005** and shall have effect for the period from 14 April 2005 to 27 April 2005.

Levy and payment of customs duties

2. For the purpose of the levy and payment of customs duties, in accordance with the provisions of the Customs Duties Order 1996 [*P.U. (A) 15/96*], the value of each of the dutiable goods specified in columns (1) and (2) of the Schedule in respect of the unit thereof mentioned in column (3) of the Schedule shall be value specified in column (4) of the said Schedule.

JADUAL/*SCHEDULE*

Barang *(Goods)* (1)	No. Kepala *(Heading No.)* (2)	Unit *(Unit)* (3)	Nilai *(Value)* (4)
PETROLEUM OILS AND OILS OBTAINED FROM BITUMINOUS MINERALS, CRUDE:			
Tapis Blend	2709.00 100	per barrel	RM223.78
Labuan Crude	2709.00 100	per barrel	RM223.78

Barang *(Goods)* (1)	No. Kepala *(Heading No.)* (2)	Unit *(Unit)* (3)	Nilai *(Value)* (4)
Miri Light Crude	2709.00 100	per barrel	RM223.78
Dulang	2709.00 100	per barrel	RM222.64
Bintulu Crude	2709.00 100	per barrel	RM222.64
Terengganu Condensate	2709.00 900	per barrel	RM219.22
Bintulu Condensate	2709.00 900	per barrel	RM219.60
Masa	2709.00 100	per barrel	RM185.59
Asam Paya	2709.00 100	per barrel	RM185.52
Kidurong	2709.00 100	per barrel	RM182.02
Penara Blend	2709.00 100	per barrel	RM182.36

Dibuat 8 April 2005

Made 8 April 2005

[KE. HT (34.11) 819/01-1/Klt. 7/(69); R.9003/54z-40;
PN(PU^{2})338/VIII/Klt. 2(34)]

Dengan arahan Menteri Kewangan.
By direction of the Minister of Finance.

Bagi pihak dan atas nama Menteri Kewangan/
On behalf and in the name of the Minister of Finance

AZIYAH BINTI BAHAUDDIN
Setiausaha
Bahagian Analisa Cukai

P.U. (A) 161.

AKTA KASTAM 1967

PERINTAH KASTAM (LARANGAN MENGENAI IMPORT) (PINDAAN) 2005

PADA menjalankan kuasa yang diberikan oleh subseksyen 31(1) Akta Kastam 1967 [*Akta 235*], Menteri membuat perintah yang berikut:

Nama dan permulaan kuat kuasa

1. (1) Perintah ini bolehlah dinamakan **Perintah Kastam (Larangan Mengenai Import) (Pindaan) 2005**.

(2) Perintah ini mula berkuat kuasa pada 14 April 2005.

Pindaan Jadual Pertama

2. Perintah Kastam (Larangan Mengenai Import) 1998 [*P.U. (A) 210/1998*] dipinda dalam Jadual Pertama dengan memasukkan selepas butiran 13(v) dan butir-butir yang berhubungan dengan butiran itu butiran yang berikut:

(1) *Item No.*	(2) *Description of goods*	(3) *Country*
"	(vi) Actinolite	All countries
	(vii) Anthophyllite	
	(viii) Amosite	
	(ix) Tremolite	
		".

Dibuat 24 Mac 2005
[11 Sulit KE.HT(96) 669/15-36/SK. 32 Perb. 0.9060/18 Vol. 19(SK.7)(3); PN(PU[2])338C/X]

Bagi pihak dan atas nama Menteri Kewangan

DR. NG YEN YEN
Timbalan Menteri Kewangan

CUSTOMS ACT 1967

CUSTOMS (PROHIBITION OF IMPORTS) (AMENDMENT) ORDER 2005

IN exercise of the powers conferred by subsection 31(1) of the Customs Act 1967 [*Act 235*], the Minister makes the following order:

Citation and commencement

1. (1) This order may be cited as the **Customs (Prohibition of Imports) (Amendment) Order 2005**.

(2) This Order comes into operation on 14 April 2005.

Amendment of First Schedule

2. The Customs (Prohibition of Imports) Order 1998 [*P.U. (A) 210/1998*] is amended in the First Schedule, by inserting after item 13(v) and the particulars relating to the item the following item:

(1) *Item No.*	(2) *Description of goods*	(3) *Country*
"	(vi) Actinolite	All countries
	(vii) Anthophyllite	

(1) *Item No.*	(2) *Description of goods*	(3) *Country*
	(viii) Amosite	
	(ix) Tremolite	

”.

Made 24 March 2005
[11 Sulit KE.HT(96) 669/15-36/SK. 32 Perb. 0.9060/18 Vol. 19(SK.7)(3); PN(PU²)338C/X]

On behalf and in the name of the Minister of Finance

DR. NG YEN YEN
Deputy Minister of Finance

P.U. (A) 162.

AKTA KASTAM 1967

PERINTAH KASTAM (LARANGAN MENGENAI EKSPORT) (PINDAAN) (NO. 2) 2005

PADA menjalankan kuasa yang diberikan oleh subseksyen 31(1) Akta Kastam 1967 [*Akta 235*], Menteri membuat perintah yang berikut:

Nama dan permulaan kuat kuasa

1. (1) Perintah ini bolehlah dinamakan **Perintah Kastam (Larangan Mengenai Eksport) (Pindaan) (No. 2) 2005**.

(2) Perintah ini mula berkuat kuasa pada 14 April 2005.

Pindaan Jadual Pertama

2. Perintah Kastam (Larangan Mengenai Eksport) 1998 [*P.U. (A) 211/1998*] dipinda dalam Jadual Pertama dengan memasukkan selepas butiran 3(v) dan butir-butir yang berhubungan dengan butiran itu butiran yang berikut:

(1) *Item No.*	(2) *Description of goods*	(3) *Country*
“	(vi) Actinolite	All countries
	(vii) Anthophyllite	
	(viii) Amosite	
	(ix) Tremolite	

”.

Dibuat 24 Mac 2005
[11 Sulit KE.HT(96) 669/15-36/SK. 32 Perb. 0.9060/18 Vol. 19(SK.7)(3); PN(PU²)338C/X]

Bagi pihak dan atas nama Menteri Kewangan

DR. NG YEN YEN
Timbalan Menteri Kewangan

CUSTOMS ACT 1967

CUSTOMS (PROHIBITION OF EXPORTS) (AMENDMENT) (NO. 2) ORDER 2005

IN exercise of the powers conferred by subsection 31(1) of the Customs Act 1967 [*Act 235*], the Minister makes the following order:

Citation and commencement

1. (1) This order may be cited as the **Customs (Prohibition of Exports) (Amendment) (No. 2) Order 2005**.

(2) This Order comes into operation on 14 April 2005.

Amendment of First Schedule

2. The Customs (Prohibition of Exports) Order 1998 [*P.U. (A) 211/1998*] is amended in the First Schedule, by inserting after item 3(v) and the particulars relating to the item the following item:

(1) *Item No.*	(2) *Description of goods*	(3) *Country*
"	(vi) Actinolite	All countries
	(vii) Anthophyllite	
	(viii) Amosite	
	(ix) Tremolite	".

Made 24 March 2005
[11 Sulit KE.HT(96) 669/15-36/SK. 32 Perb. 0.9060/18 Vol. 19(SK.7)(3); PN(PU²)338C/X]

On behalf and in the name of the Minister of Finance

DR. NG YEN YEN
Deputy Minister of Finance

P.U.(A) 163.

AKTA SEWA BELI 1967

PERINTAH SEWA BELI (PINDAAN KEPADA JADUAL) 2005

PADA menjalankan kuasa yang diberikan oleh subseksyen 57A(1) Akta Sewa Beli 1967 [*Akta 212*], Menteri membuat perintah yang berikut:

Tajuk dan permulaan kuat kuasa

1. (1) Perintah ini bolehlah dinamakan **Perintah Sewa Beli (Pindaan kepada Jadual) 2005**.

(2) Perintah ini mula berkuat kuasa pada 15 April 2005.

Pindaan kepada Jadual

2. Akta Sewa Beli 1967 dipinda—

(a) dalam Jadual Kedua, dengan menggantikan Bahagian I dengan Bahagian yang berikut:

"PART I

[Paragraph 4(1)*(a)* and Subparagraph 4(1)*(b)*(i)]

SUMMARY OF YOUR FINANCIAL OBLIGATIONS UNDER THE PROPOSED HIRE-PURCHASE AGREEMENT

This document contains a short description of the goods comprised in the hire-purchase agreement and a summary of your financial obligations under the proposed hire-purchase agreement.

1. *Particulars of goods*

(a) Short description of goods: ....

(b) If motor vehicle, state registration number: ....

(c) State whether new or second-hand: ....

(d) Address where goods will be kept: ....

2. *Particulars Relating To Your Financial Obligations*

(a) Cash price of goods* RM………..

(b) Amount to be paid before entering into the hire-purchase agreement (hereinafter referred to as "deposit") RM………..

(c) Cash price less deposit RM…………… RM………..

(d) Freight charges, if any RM………..

(e) Vehicle registration fee, if any RM………..

3. *Insurance:*

(a) For motor vehicle, insurance in respect of the first year only: RM………..

(b) For goods other than motor vehicles, in respect of the duration of the hire-purchase agreement RM………..

4. *Terms charges:*

(a) For fixed rate

i. Rate per annum ………………….. %

ii. Total amount of terms charges RM………..

(b) For variable rate

i. Rate per annum ……….... % + BLR, currently at ………..……%

ii. Total amount of terms charges** RM………..

Balance originally payable under the agreement**	RM…………
Annual Percentage Rate**	RM…………
Balance originally payable under the agreement, inclusive of deposit, referred to in the agreement as the “hire-purchase price”**	RM…………
Difference between cash price of goods and the total amount you will have to pay**	RM…………

5. *Particulars Relating to Payment*

Duration of payment of instalments in—

(a) number of months or years** ....

(b) number of instalments** ....

(c) amount of each instalment** ....

This document is issued by or on behalf of .... at ....on this .... day of .... pursuant to Paragraph 4(1)*(a)*/ Subparagraph(1)*(b)*(i) *** of the Hire-Purchase Act 1967.

This document is given free of charge without any obligation to enter into a hire-purchase agreement.

I/We .... NRIC No ....of .... hereby acknowledge receipt of this document.

Signature ....

Date ....

NOTE:

* Price stated will be valid for a period of 7 days.
** where the terms charges are at a variable rate, the particulars specified shall be based on the BLR applicable at the time of serving of this written statement.
*** Strike out whichever is inapplicable.”;

(b) dengan menggantikan Jadual Keempat dengan Jadual yang berikut:

“FOURTH SCHEDULE

[Section 16]

NOTICE OF INTENTION TO RE-POSSESS

Take notice that we .... the owner of * .... hired by you under an agreement dated the ...., intends to retake possession of the goods after the expiration of .... days from the service of this notice unless the arrears of instalments including arrears of interest due on overdue instalments which now amount to RM.................... are paid to .... at .... on or before ....

(a) Total amount payable** as at ……/…../….. : RM.............

(b) Amount paid or provided by hirer to*** ……/…../….. : RM.............

(c) Arrears under agreement to ……/…../….. : RM.............

And further take notice that if the goods are returned to the owner within twenty-one days after the service on you of this notice, you will not be liable to pay the following namely:

(i) cost of repossession;

(ii) cost incidental to taking possession; and

(iii) cost of storage.

NOTE:

* Insert description of goods.
** Where terms charges are at a variable rate, the total amount payable consists of outstanding amount financed and terms charges accrued up to the date indicated above.
*** Not applicable if the terms charges are at a variable rate.";

(c) dengan menggantikan Jadual Kelima dengan Jadual yang berikut:

"FIFTH SCHEDULE

NOTICE TO HIRERS UNDER SECTION 16

Now that the goods you hired have been re-possessed you will be entitled to get them back—

(a) if, within twenty one days you require the owner, by notice in writing signed by you or your agent, to re-deliver the goods to you and if, within twenty one days after giving the notice, you reinstate the agreement by paying the arrears and remedy the following breaches of the agreement (or pay the owner's expenses in remedying them):

The owner's estimate of the amount you must pay to reinstate the agreement is—

Arrears of instalments	RM.............
Arrears of interest due on overdue instalments	RM.............
Cost of storage, repair or maintenance	RM.............
Cost of re-possession	RM.............
Cost of re-delivery	RM.............
Total	RM

Or

(b) if within twenty one days, you give notice of intention to finalise the agreement and pay the balance due under the agreement and costs of the re-possession:

The owner's estimate of the amount required to finalise the agreement is—

(i) where in the hire-purchase agreement the terms charges are at a fixed rate:

Total amount payable under the agreement RM.............

Less deposit and instalments paid	RM.............
Balance due under agreement	RM.............
Less statutory rebates	RM.............
Add arrears of interest due on overdue interests	RM.............
Add costs of re-possession	RM.............
Storage, repair or maintenance	RM.............
Total	RM

or

(ii) where in the hire-purchase agreement the terms charges are at a variable rate:

Balance outstanding under the hire-purchase agreement as at …………	RM.............
Less statutory rebates	RM.............
Add arrears of interest due on overdue interests	RM.............
Add costs of re-possession	RM.............
Storage, repair or maintenance	RM.............
Total	RM

(c) If you do not reinstate or finalise the agreement you will be liable for the owner's loss unless the value of the goods re-possessed is sufficient to cover your liability. If the value of the goods is more than sufficient to cover your liability you will be entitled to a refund.

The owner's estimate of the value of the goods re-possessed is	RM.............
* On the basis of that estimates you are entitled to a refund of	RM.............
You are liable to pay the owner	RM.............

NOTE—You may give a written notice to the owner requiring the owner to sell the goods to any cash buyer you can introduce who is willing to pay the owner's estimate of the value, i.e.,+

DO NOT DELAY

Action to enforce your rights should be taken at once. You will lose your rights twenty one days after the service or posting of this notice if you do not take action.

NOTE- Where this notice is sent to a guarantor it shall be endorsed as follows:

This notice is sent to you as guarantor of ....

As guarantor you have certain rights under the Hire-Purchase Act 1967 and you are advised to seek advice at once.

NOTE:

* Strike out whichever is inapplicable.

+ Insert owner's estimate of value."; dan

(d) dengan menggantikan Jadual Keenam dengan Jadual yang berikut:

"SIXTH SCHEDULE

(Section 30)

TERMS CHARGES

1. Where the terms charges are at a fixed rate, the terms charges shall be calculated in accordance with the following formula:

$$R = \frac{100 \text{ X } C}{T \text{ X } P}$$

Where

R represents the terms charges calculated as a rate per centum per annum.

C represents the amount of terms charges expressed in ringgit and fractions of ringgit.

T represents the time that elapses between the time fixed by or under the agreement for the making of the first instalment and the time so fixed for the making of the last instalment, together with—

(a) one week where the instalments are payable under the agreement at regular weekly intervals;

(b) two weeks where the instalments are payable under the agreement at regular fortnightly intervals;

(c) one month where the instalments are payable under the agreement at regular monthly intervals,

expressed in years and fractions of years.

P represents the difference between the cash price of the goods comprised in the agreement and the amount of the deposit, together with—

(a) freight, if any; and

(b) vehicle registration fees, if any; and

(c) insurance, if any,

expressed in ringgit and sen.

2. Where the terms charges are at a variable rate, the terms charges shall be calculated in accordance with the following formula:

$$\left[\left(\frac{P\ (R/T)}{100\ \{1 - (1 + (R/T)/100)^{-N}\}} \right) X\ N \right] - P$$

Where

R represents the terms charges calculated as a rate per centum per annum (based on total of Base Lending Rate (BLR) plus margin)

T represents the number of scheduled payments per annum

N represents the total number of instalments for the hiring period

P represents the difference between the cash price of the goods comprised in the agreement and the amount of the deposit, together with—

(a) freight, if any; and

(b) vehicle registration fee, if any,; and

(c) insurance, if any,

expressed in ringgit and sen.”.

Dibuat 26 Mac 2005
[KPDN(PUU) 26/3/12 Jld. 2; PN(PU2)317/II]

DATUK HAJI MOHD. SHAFIE BIN HAJI APDAL
Menteri Perdagangan Dalam Negeri
dan Hal Ehwal Pengguna

HIRE-PURCHASE ACT 1967

HIRE-PURCHASE (AMENDMENT OF SCHEDULES) ORDER 2005

IN exercise of the powers conferred by subsection 57A(1) of the Hire-Purchase Act 1967 [*Act 212*], the Minister makes the following order:

Citation and commencement

1. (1) This order may be cited as the **Hire-Purchase (Amendment of Schedules) Order 2005**.

(2) This Order comes into operation on 15 April 2005.

Amendment of Schedules

2. The Hire Purchase Act 1967 is amended—

(a) in the Second Schedule, by substituting for Part I the following Part—

"PART I

[Paragraph 4(1)*(a)* and Subparagraph 4(1)*(b)*(i)]

SUMMARY OF YOUR FINANCIAL OBLIGATIONS UNDER THE PROPOSED HIRE-PURCHASE AGREEMENT

This document contains a short description of the goods comprised in the hire-purchase agreement and a summary of your financial obligations under the proposed hire-purchase agreement.

1. *Particulars of goods*

(a) Short description of goods: ....

(b) If motor vehicle, state registration number: ....

(c) State whether new or second-hand: ....

(d) Address where goods will be kept: ....

2. *Particulars Relating To Your Financial Obligations*

(a)	Cash price of goods*		RM………..
(b)	Amount to be paid before entering into the hire-purchase Agreement (hereinafter referred to as "deposit")		RM………..
(c)	Cash price less deposit	RM……………	RM………..
(d)	Freight charges, if any		RM………..
(e)	Vehicle registration fee, if any		RM………..

3. *Insurance:*

(a)	For motor vehicle, insurance in respect of the first year only:	RM………..
(b)	For goods other than motor vehicles, in respect of the duration of the hire-purchase agreement	RM………..

4. *Terms charges:*

(a) For fixed rate

i. Rate per annum ………………….. %

ii. Total amount of terms charges RM………..

(b) For variable rate

i. Rate per annum ……….... % + BLR, currently at ……..……%

ii. Total amount of terms charges** RM………..

Balance originally payable under the agreement**	RM…………
Annual Percentage Rate**	RM…………
Balance originally payable under the agreement, inclusive of deposit, referred to in the agreement as the "hire-purchase price"**	RM…………
Difference between cash price of goods and the total amount you will have to pay**	RM…………

5. *Particulars Relating to Payment*

Duration of payment of instalments in—

(a) number of months or years** ....

(b) number of instalments** ....

(c) amount of each instalment** ....

This document is issued by or on behalf of .... at ....on this .... day of .... pursuant to Paragraph 4(1)*(a)*/Subparagraph 4(1)*(b)*(i) *** of the Hire-Purchase Act 1967.

This document is given free of charge without any obligation to enter into a hire-purchase agreement.

I/We .... NRIC No. ....of .... hereby acknowledge receipt of this document.

Signature ....

Date ....

NOTE:

* Price stated will be valid for a period of 7 days.
** where the terms charges are at a variable rate, the particulars specified shall be based on the BLR applicable at the time of serving of this written statement.
*** Strike out whichever is inapplicable.";

(b) by substituting for the Fourth Schedule the following Schedule:

"FOURTH SCHEDULE

[Section 16]

NOTICE OF INTENTION TO RE-POSSESS

Take notice that we .... the owner of * .... hired by you under an agreement dated the ...., intends to retake possession of the goods after the expiration of .... days from the service of this notice unless the arrears of instalments including arrears of interest due on overdue instalments which now amount to RM.................... are paid to .... at .... on or before ....

(a) Total amount payable** as at ……/…../….. : RM.............

(b) Amount paid or provided by hirer to*** ……/…../….. : RM.............

(c) Arrears under agreement to ……/…../….. : RM.............

And further take notice that if the goods are returned to the owner within twenty-one days after the service on you of this notice, you will not be liable to pay the following namely:

(i) cost of repossession;

(ii) cost incidental to taking possession; and

(iii) cost of storage.

NOTE:

* Insert description of goods.
** Where terms charges are at a variable rate, the total amount payable consists of outstanding amount financed and terms charges accrued up to the date indicated above.
*** Not applicable if the terms charges are at a variable rate.";

(c) by substituting for the Fifth Schedule the following Schedule:

"FIFTH SCHEDULE

NOTICE TO HIRERS UNDER SECTION 16

Now that the goods you hired have been re-possessed you will be entitled to get them back—

(a) if, within twenty one days you require the owner, by notice in writing signed by you or your agent, to re-deliver the goods to you and if, within twenty one days after giving the notice, you reinstate the agreement by paying the arrears and remedy the following breaches of the agreement (or pay the owner's expenses in remedying them):

The owner's estimate of the amount you must pay to reinstate the agreement is—

Arrears of instalments	RM.............
Arrears of interest due on overdue instalments	RM.............
Cost of storage, repair or maintenance	RM.............
Cost of re-possession	RM.............
Cost of re-delivery	RM.............
Total	RM

Or

(b) if within twenty one days, you give notice of intention to finalise the agreement and pay the balance due under the agreement and costs of the re-possession:

The owner's estimate of the amount required to finalise the agreement is—

(i) where in the hire-purchase agreement the terms charges are at a fixed rate:

Total amount payable under the agreement RM.............

Less deposit and instalments paid	RM.............
Balance due under agreement	RM.............
Less statutory rebates	RM.............
Add arrears of interest due on overdue interests	RM.............
Add costs of re-possession	RM.............
Storage, repair or maintenance	RM.............
Total	RM

or

(ii) where in the hire-purchase agreement the terms charges are at a variable rate:

Balance outstanding under the hire-purchase agreement as at …………	RM.............
Less statutory rebates	RM.............
Add arrears of interest due on overdue interests	RM.............
Add costs of re-possession	RM.............
Storage, repair or maintenance	RM.............
Total	RM

(c) If you do not reinstate or finalise the agreement you will be liable for the owner’s loss unless the value of the goods re-possessed is sufficient to cover your liability. If the value of the goods is more than sufficient to cover your liability you will be entitled to a refund.

The owner’s estimate of the value of the goods re-possessed is	RM.............
* On the basis of that estimates you are entitled to a refund of	RM.............
You are liable to pay the owner	RM.............

NOTE—You may give a written notice to the owner requiring the owner to sell the goods to any cash buyer you can introduce who is willing to pay the owner’s estimate of the value, i.e.,+

DO NOT DELAY

Action to enforce your rights should be taken at once. You will lose your rights twenty one days after the service or posting of this notice if you do not take action.

NOTE—Where this notice is sent to a guarantor it shall be endorsed as follows:

This notice is sent to you as guarantor of ....

As guarantor you have certain rights under the Hire-Purchase Act 1967 and you are advised to seek advice at once.

NOTE:

* Strike out whichever is inapplicable.

+ Insert owner's estimate of value."; dan

(d) by substituting for the Sixth Schedule the following Schedule:

"SIXTH SCHEDULE

(Section 30)

TERMS CHARGES

1. Where the terms charges are at a fixed rate, the terms charges shall be calculated in accordance with the following formula:

$$R = \frac{100 \times C}{T \times P}$$

Where

R represents the terms charges calculated as a rate per centum per annum.

C represents the amount of terms charges expressed in ringgit and fractions of ringgit.

T represents the time that elapses between the time fixed by or under the agreement for the making of the first instalment and the time so fixed for the making of the last instalment, together with—

(a) one week where the instalments are payable under the agreement at regular weekly intervals;

(b) two weeks where the instalments are payable under the agreement at regular fortnightly intervals;

(c) one month where the instalments are payable under the agreement at regular monthly intervals,

expressed in years and fractions of years.

P represents the difference between the cash price of the goods comprised in the agreement and the amount of the deposit, together with—

(a) freight, if any; and

(b) vehicle registration fees, if any; and

(c) insurance, if any,

expressed in ringgit and sen.

2. Where the terms charges are at a variable rate, the terms charges shall be calculated in accordance with the following formula:

$$\left[\left(\frac{P\,(R/T)}{100\,\{1-(1+(R/T)/100)^{-N}}\right) X\ N\right] - P$$

Where

R represents the terms charges calculated as a rate per centum per annum (based on total of Base Lending Rate (BLR) plus margin)

T represents the number of scheduled payments per annum

N represents the total number of instalments for the hiring period

P represents the difference between the cash price of the goods comprised in the agreement and the amount of the deposit, together with—

(a) freight, if any; and

(b) vehicle registration fee, if any,; and

(c) insurance, if any,

expressed in ringgit and sen.".

Made 26 March 2005
[KPDN(PUU) 26/3/12 Jld. 2; PN(PU2)317/II]

DATUK HAJI MOHD. SHAFIE BIN HAJI APDAL
Minister of Domestic Trade
and Consumer Affairs

P.U. (A) 164.

AKTA SEWA BELI 1967

PERATURAN-PERATURAN SEWA BELI (CAJ TERMA) 2005

PADA menjalankan kuasa yang diberikan oleh seksyen 29 dan 46 Akta Sewa Beli 1967 [*Akta 212*], Menteri membuat peraturan-peraturan yang berikut:

Nama dan permulaan kuat kuasa

1. (1) Peraturan-peraturan ini bolehlah dinamakan **Peraturan-Peraturan Sewa Beli (Caj Terma) 2005**.

(2) Peraturan-Peraturan ini mula berkuat kuasa pada 15 April 2005.

Had maksimum caj terma pada kadar tetap

2. Caj terma berhubung dengan suatu perjanjian sewa beli yang memperuntukkan caj terma pada kadar tetap tidak boleh melebihi 10 peratus setahun berkenaan dengan semua barang yang dinyatakan dalam Jadual Pertama kepada Akta.

Had maksimum caj terma pada kadar boleh ubah

3. Caj terma berhubung dengan suatu perjanjian sewa beli yang memperuntukkan caj terma pada kadar boleh ubah tidak boleh melebihi 17 peratus setahun berkenaan dengan semua barang yang dinyatakan dalam Jadual Pertama kepada Akta.

Pembatalan

4. Peraturan-Peraturan Sewa Beli (Caj Terma) 1968 [*P.U. (A) 151/1968*] dibatalkan.

Dibuat 12 April 2005
[KPDN(PUU) 26/3/12 Jld. 2; PN(PU[2])317/II]

DATUK HAJI MOHD. SHAFIE BIN HAJI APDAL
Menteri Perdagangan Dalam Negeri dan Hal Ehwal Pengguna

HIRE-PURCHASE ACT 1967

HIRE-PURCHASE (TERM CHARGES) REGULATIONS 2005

IN exercise of the powers conferred by section 29 and 46 of the Hire-Purchase Act 1967 [*Act 212*], the Minister makes the following regulations:

Citation and commencement

1. (1) These regulations may be cited as the **Hire-Purchase (Term Charges) Regulations 2005**.

(2) These Regulations come into operation on 15 April 2005.

Maximum limit of fixed rate term charges

2. The term charges in relation to a hire-purchase agreement which provides for term charges at a fixed rate shall not exceed 10 per centum per annum in respect of all goods specified in the First Schedule to the Act.

Maximum limit of variable rate term charges

3. The term charges in relation to a hire-purchase agreement which provides for term charges at a variable rate shall not exceed 17 per centum per annum in respect of all goods specified in the First Schedule to the Act.

Revocation

4. The Hire-Purchase (Term Charges) Regulations 1968 [*P.U. (A) 151/1968*] is revoked.

Made 12 April 2005
[KPDN(PUU) 26/3/12 Jld. 2; PN(PU2)317/II]

DATUK HAJI MOHD. SHAFIE BIN HAJI APDAL
Minister of Domestic Trade
and Consumer Affairs

PNMB

DICETAK OLEH
PERCETAKAN NASIONAL MALAYSIA BERHAD,
CAWANGAN KUALA LUMPUR
BAGI PIHAK DAN DENGAN PERINTAH KERAJAAN MALAYSIA