

Dated the day of 20

Between

CIMBISLAMIC BANK BERHAD (671380-H)

And

[NAME OF PARTY]

DEED OF ASSIGNMENT

IMPORTANT NOTICE: The Assignor(s) is advised to read and understand the terms and conditions of this Assignment (“Terms”), and if you do not understand any of the Terms, the Assignor(s) is advised to seek CIMB Islamic Bank Berhad’s clarification on such Terms before executing this Assignment.

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT made the day and year stated in Item 1 of the First Schedule hereto BETWEEN the party whose name and description are stated in Item 2 of the First Schedule hereto (“the Assignor(s)”) of the one part AND CIMB ISLAMIC BANK BERHAD (671380-H) , a company incorporated in Malaysia under the Companies Act 1965 and having its registered office at Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur and having its place of business at the address set out in Item 3 of the First Schedule hereto (hereinafter called “the Bank”) of the other part.

ARTICLE I

RECITALS

Section 1.1 The Property

The Assignor(s) is/are the beneficial owner(s) of all that parcel/piece of property which particulars are as set out in Item 4 of the First Schedule hereto (hereinafter referred to as “the Property”) erected or to be erected on or forming part of the piece(s) of land(s) particulars of which are as set out in Item 4 of the First Schedule hereto (hereinafter referred to as “the Land”) pursuant to a Sale and Purchase Agreement particulars of which are as set out in Item 5(a) of the First Schedule hereto (hereinafter referred to as the “Sale and Purchase Agreement”) entered into between the party(ies) whose name(s) and particulars are as set out in Item 6(a) of the First Schedule hereto (hereinafter referred to as the “Developer/Vendor”) of the first part and the Assignor(s) of the second part and where applicable, the party whose name and particulars are as set out in Item 6(b) of the First Schedule hereto (hereinafter referred to as “the Proprietor”) of the final part wherein the Developer/Vendor with the consent of the Proprietor (where applicable) agreed to sell and the Assignor(s) agreed to purchase the Property at the Sale and Purchase Price (as hereinafter defined) and upon the terms and conditions contained in the Sale and Purchase Agreement.

*The Assignor(s) has acquired rights and/or interest to the said Property by virtue of a construction contract, any other form of agreement or otherwise with the company and/or individual which/whose name, description and address are stated in Section 6(c) of the First Schedule hereto (hereinafter referred to as “the Contractor”), which contract/agreement is dated the day and year stated in Section 5(b) of the First Schedule hereto (hereinafter referred to as “the Contract Agreement”).

In the case where the Assignor(s) is/are not the first purchaser(s), the expression “Sale and Purchase Agreement” shall refer to the Principal Sale and Purchase Agreement and the full particulars of all sub-sales, assignments and reassignments up to one between the Assignor(s) and the Vendor are described in the Second Schedule.

Section 1.2 Facilities

The customer(s) whose name(s) and particulars are as set out in Item 7 of the First Schedule hereto (hereinafter referred to as “the Customer(s)”) has applied to the Bank a financing facilities as described in Item 8 of the First Schedule hereto (hereinafter referred to as “the Facilities”) upon the terms and subject to the conditions of the Bank’s letter of offer the date of which is as set out in Item 9 of the First Schedule hereto (hereinafter referred to as “the Letter of Offer”) and the agreement of which the date is as set out in Item 10 of the First Schedule hereto (hereinafter referred to as “the General Facility Agreement”).

Section 1.3 No separate title

*The individual document of title/separate strata title to the Property has not yet been issued by the relevant authorities.

Section 1.4 Execution of this Deed of Assignment

It is a term of the Letter of Offer and/or the General Facility Agreement that the payment of the Bank’s Selling Price and/or Indebtedness and all monies due and/or payable by the Customer(s) to the Bank pursuant to the General Facility Agreement and/or the Security Documents are to be secured by amongst others, this Deed of Assignment to be executed by the Assignor(s) in favour of the Bank upon the terms and subject to the conditions hereinafter contained.

It is further agreed that this Deed of Assignment shall also secure the payment of all other moneys , obligations and liabilities whatsoever , whether for principal , profit or otherwise , which may now or at any time or from time to time in the future be due, owing or incurred by the Customer and or Assignor to the Bank, whether present or future , actual or contingent and whether alone, severally or jointly as principal , guarantor , surety or otherwise, and in whatever name or style and whether on any current or other account including but not limited to any other financing or facility accounts under any other credit facilities which may now or hereafter be granted by the Bank to the Customer and or the Assignor.

ARTICLE II
DEFINITIONS AND INTERPRETATION

Section 2.1 Definitions used in the General Facility Agreement to be applicable

Subject to the provisions of Section 2.2, the expressions used in this Deed of Assignment have, unless repugnant to the context, same meanings as defined in the General Facility Agreement.

Section 2.2 Definitions

In this Deed of Assignment unless the context otherwise requires and unless the terms of this Deed of Assignment expressly provides otherwise the following words and expressions shall have the following meanings:-

“Accessory Parcel” shall have the meaning assigned to it by the Strata Titles Act, 1985, the Strata Titles Ordinance, 1995, and the Land (Subsidiary Title) Enactment, 1972, and includes any statutory amendment or reenactment thereof;

“Acts” means the National Land Code (Act 56 of 1965) of Peninsular Malaysia, Sarawak Land Code (Cap. 81) and Sabah Land Ordinance (Cap. 68), the Land (Subsidiary Title) Enactment, 1972, the Strata Titles Act, 1985, and the Strata Titles Ordinance, 1995, and includes any statutory amendment or re-enactment thereof;

“General Facility Agreement” means the General Facility Agreement made between the Customer(s) of the one part and the Bank of the other part as described in Item 10 of the First Schedule hereto;

“Instrument of Title” means the Sale and Purchase Agreement and such other agreement and/or document (if any) pertaining to the Property evidencing the right and/or ownership of the Assignor(s) in the Property;

“Management Corporation” means the management corporation established under the applicable Acts in relation to the building in which the Property is comprised where the Property is part of a building;

“Management Fund” means the management agreement as defined in the applicable Acts;

“Mortgage Takaful Plan” means the total takaful contribution payable to the takaful operators approved by the Bank in respect of Mortgage Takaful Plan and/or Long-term Houseowner’s Takaful to be taken out on the Property; and

“Original Purchaser” means (if applicable) the person(s) named as purchaser in the Principal Sale and Purchase Agreement (in the case where the Assignor(s) is not the first purchaser of the Property and individual title/separate strata title to the Property has not been issued) more particularly set out in Item 6(d) of the First Schedule annexed hereto;

“Power of Attorney” means the power of attorney executed or to be executed by the Assignor(s) appointing the Bank as the Attorney pursuant to Section 4.15 herein;

“Principal Sale and Purchase Agreement” (in the case where the individual title to the Property has not been issued) means the sale and purchase agreement of the date stated in Item 5(c) of the First Schedule herein entered into between the Original Purchaser and the Developer/Vendor for the sale and purchase of the Property upon the terms and conditions therein contained;

Section 2.3 Interpretation

- (a) Words denoting the singular includes the plural number and vice versa.
- (b) Words importing the masculine gender include the feminine and neuter genders and vice versa.
- (c) The headings and sub-headings to Articles and Sections in this Deed of Assignment are inserted for convenience only and shall be ignored in construing the provisions of this Deed of Assignment.
- (d) References to Articles and Sections are to be construed as references to Articles and Sections of this Deed of Assignment, unless stated otherwise.
- (e) References to the provisions of any legislation includes a reference to any statutory modification or re-enactment thereof.
- (f) Any right or power which may be exercised or any determination which may be made hereunder by the Bank may be exercised or made at the Bank's discretion and the Bank shall not be under any obligation to give any reason thereof to the Assignor(s).
- (g) Words applicable to natural persons include any body, person, company, corporation, firm or partnership, corporate or otherwise and vice versa.

- (h) The word "herein", "hereinafter", "hereof", "hereunder" and other words of similar import shall refer to this Agreement as a whole and not to any particular provision.
- (i) The words "monies", "Ringgit Malaysia" and the symbol "RM" shall be construed as Malaysian currency.
- (j) The First and Second Schedule(s) hereto shall form an integral part of this Agreement and shall be taken, read and construed as an essential part hereof.
- (k) Where there are two (2) or more persons or parties included or comprised in the expression "the Customer(s) and/or Assignor(s)", all agreements, terms, stipulations and undertakings expressed to be made by and on the part of the Customer(s) and/or Assignor(s) shall be deemed to be made by or binding upon such persons or parties jointly and severally.
- (l) Where the Security Party is a company, the provision contained herein which are primarily and literally applicable to the case of natural person shall be construed and take effect as if the Security Party was a natural person, and shall bind all of their respective assign and successor in title. Accordingly, any reference herein relating to bankruptcy shall thereafter be reference relating to winding-up, liquidation, amalgamation or reconstruction and vice versa, as the case may be.

Section 2.4 General Facility Agreement and/or Security Documents incorporated into this Deed of Assignment

All the provisions of the General Facility Agreement and/or the Security Documents whether repeated herein or not are incorporated into and form part of this Deed of Assignment and all representations, warranties and undertakings made therein by the Customer(s) shall be deemed to have been made by the Customer(s) and/or Assignor(s) and references to the Customer(s) in the General Facility Agreement shall be read as if they were references to the Customer(s) and/or Assignor(s). Subject to such alterations or variations where necessary to make the provisions of the General Facility Agreement and/or the Security Documents consistent with the provisions of this Deed of Assignment, in the event of any conflict or discrepancy between the provisions of the General Facility Agreement or the Security Documents and this Deed of Assignment, the provisions of this Deed of Assignment shall prevail for the purpose of interpretation and enforcement of this Deed of Assignment.

ARTICLE III
SECURITY

Section 3.1 Assignment

For the consideration aforesaid the Assignor(s) hereby absolutely assign(s) to the Bank the Property and the full and entire benefit of the Sale and Purchase Agreement together with all rights, title and interests of the Assignor(s) therein PROVIDED ALWAYS THAT in spite of the assignment herein contained or any other provision of the General Facility Agreement, the Customer(s) and/or Assignor(s) shall and hereby undertake(s) to continue to observe and be bound by all whatsoever conditions, undertakings and stipulations therein on the part of the Assignor(s) expressed and contained in the Sale and Purchase Agreement, and the Bank shall have no obligation or liability under the Sale and Purchase Agreement by reason of or arising out of this Deed of Assignment, nor shall the Bank be required or obligated in any manner to observe or perform any of the conditions or obligations of the Assignor(s) under or pursuant to the Sale and Purchase Agreement (except to make progress releases out of the proceeds to the Developer/Vendor or such other persons) where applicable or to present or file any claim or to take any other action to enforce the terms of the Sale and Purchase Agreement.

Section 3.2 Indemnity

The Customer(s) and/or Assignor(s) shall at all times hereafter save harmless and keep the Bank indemnified against all actions, proceedings, claims, demands, penalties, costs and expenses which may be brought or made against or incurred by the Bank by reason or on account of the non-observance of all or any of the stipulations on the part of the Assignor(s) contained in the Sale and Purchase Agreement, or otherwise howsoever, and in particular and without prejudice to the generality of the foregoing, the non-payment of the balance of the Sale and Purchase Price of the Property to the Developer/Vendor if the same has not been paid in full at the date hereof.

Section 3.3 Continuing Security

The security created under this Deed of Assignment and any other Security Documents are expressly intended to be and shall be a continuing security for the payment of the Bank's Selling Price and/or Indebtedness.

Section 3.4 Undertaking to provide further security

- (i) If the Bank shall determine that further or additional security is required from the Customer(s) and/or the Assignor(s) to secure the Facilities for reasons due to any increase in the liabilities, commitment and/or obligations of the Bank under the General Facility Agreement or there has occurred or is likely to occur any dilution, reduction, decrease or failure in any security interest created by the Customer(s) and/or the

Assignor(s) in favour of the Bank, the Customer(s) and/or the Assignor(s), shall upon receipt of prior written notice from the Bank, the Customer(s) and/or the Assignor(s) shall execute in favour of the Bank or as the Bank shall direct such further legal or other mortgages, charges, debentures, assignments, transfer, agreements or other assurances as the Bank shall require of and on all the Customer(s) and/or Assignor(s) rights, title and interests in any property or assets or business now belonging to or which may hereafter be acquired by or belonging to the Customer(s) and/or Assignor(s) (including any vendor's lien) and the benefit of all licences held in connection therewith at the cost of the Customer(s) and/or Assignor(s).

- (ii) The Customer(s) and/or Assignor(s) shall at any time if and when required by the Bank to do so deposit with the Bank the document(s) of title of any or all immovable properties vested in the Customer(s) and/or Assignor(s) for any tenure and all or any debentures, shares, stocks or other investments or securities registered in the name of the Customer(s) and/or Assignor(s) or otherwise belonging to the Customer(s) and/or Assignor(s). Such deposit may be by way of collateral security for the payment of monies and liabilities hereby secured and may also or otherwise be for the purpose of securing any other monies owing to the Bank and not secured hereby.

ARTICLE IV
UNDERTAKINGS IN RESPECT OF THE
PROPERTY

Section 4.1 Delivery of vacant possession

Despite anything in this Deed of Assignment contained, that the Assignor(s) shall during the continuance of this Deed of Assignment and until a separate issue document of title/separate strata title is issued and transferred to the Assignor(s) and the Charge in favour of the Bank is registered, the Bank shall have the right and power to deal with the Property in any manner in its discretion thinks fit, including the right and power of sale whether by public auction or private contract as if it were the sole beneficial owner thereof and the Assignor(s) shall, at the Customer(s) and/or Assignor(s)'s own cost and expense, peaceably deliver immediate vacant possession of the Property to the Bank or to such other person as the Bank may direct.

Section 4.2 Compliance with land title conditions

The Assignor(s) shall comply with and observe all the conditions, restrictions and category of land use express or implied to be imposed upon or relating to or affecting the Property or to which the Property is to be subject.

Section 4.3 Use of the Property

The Assignor(s) shall not use the Property or any fixture or any building upon the Property or suffer the same to be used for unlawful and non Shariah compliant purposes other than those for which the same has been intended nor to store or bring upon the Property any articles of a specially combustible, inflammable or dangerous nature nor to do or permit or suffer to be done anything by reason whereof the takaful policies referred to in Section 4.14 hereof may be rendered void or voidable. Upon receipt of notice in writing from the Bank that in the opinion of the Bank any use by Assignor(s) of the Property or any structure or fixture thereon or any part thereof whether by reason of overcrowding or for any reason whatsoever is calculated to affect adversely the security of the Bank the Assignor(s) shall forthwith discontinue such use.

Section 4.4 Payments of Outgoings

The Assignor(s) shall at all times during the continuance of this Deed of Assignment pay the quit rent, assessment, rates, taxes and all other outgoings whatsoever payable from time to time in respect of the Property as and when the same shall become due and payable and will produce to the Bank on demand all receipts for such payments. In default whereof it shall be lawful for but not obligatory upon the Bank to pay the same or any part thereof and such payment shall be for and on the account of the Assignor(s).

Section 4.5 Information on matters affecting the Property

The Assignor(s) shall inform the Bank of any application, demand, notice, order or any other notice document or transaction in any way affecting, concerning or touching on the Property or any structure, fixture or other erection thereon or any part thereof forthwith upon the issue publication service or occurrence thereof (time being of the essence in respect hereof) and produce the same to the Bank if called upon so to do AND the Assignor(s) shall do all acts and take all steps necessary or expedient to safeguard and preserve the Property or any building, structure, fixture or other erection thereon or any part thereof or the title or ownership thereto AND the Assignor(s) agree(s) that the Bank may if it thinks fit and on behalf of or in the name and at the expense of the Assignor(s) do all such acts and employ all such persons as the Bank may determine for the purpose of safeguarding and preserving the Property or any structure or fixture or other erection thereon as aforesaid.

Section 4.6 Dealings with the Property

The Assignor(s) shall not transfer, sell, charge or otherwise howsoever deal with the Property or any part thereof or any interest therein or make the same subject to any burden, charge, encumbrance, liability or lien whatsoever or make any application for the alteration of the category of land use or for the imposition of any fresh category of land use in respect of the Property or for rescission, removal or amendment of any condition or restriction affecting the Property without the written consent of the Bank first had and obtained.

Section 4.7 Leasing and Possession

The Assignor(s) shall not lease or let out or agree to lease or let out or grant any licence or otherwise howsoever part with the possession or make or accept the surrender of any lease whatsoever of or in respect of the Property or any fixture or structure thereon or any part thereof to any person, firm or company without the consent in writing of the Bank first had and obtained which consent may be given by the Bank on such terms and conditions as the Bank may determine or the Bank may refuse consent, after due consideration by the Bank.

Section 4.8 Repairs

The Assignor(s) shall at all times during the continuance of this Deed of Assignment keep any building, structure or fixture now or at any time hereafter erected on or affixed to the Property in tenantable repair and condition. In default whereof it shall be lawful for but not obligatory upon the Bank to carry out such repairs as the Bank may consider necessary at the cost and expense of the Assignor(s) PROVIDED HOWEVER that if the Bank enters and effects such repairs it shall not be liable as an assignee in possession.

Section 4.9 Maintenance

The Assignor(s) shall not alter, pull down or remove any fixture now or at any time hereafter erected on or affixed to the Property or any part thereof without the prior consent in writing of the Bank and shall forthwith replace or make good the same in the event of such alteration, pulling down or removal. Where it is intended that there is to be erected any new building or additional structure on the Property or there is to be renovation of the Property thereof the Assignor(s) shall complete the erection of such new building or additional structure or renovation in accordance with the approved plans therefore or such amendments thereof as may have been agreed in writing by the Bank with all reasonable speed and shall complete the erection or renovation thereof so as to comply with all requirements of any municipal local or such other competent authority or authorities necessary for the obtaining of and shall obtain a certificate of fitness for occupation not later than such date as the Bank may stipulate.

Section 4.10 Right of inspection

The Bank and its agents and workmen shall have the right at all reasonable times of the day to enter the Property and may have access to any fixture thereon and to view and inspect the condition or repair thereof PROVIDED HOWEVER that if the Bank enters and repairs the same it shall not be liable as an assignee in possession nor shall it be answerable for any involuntary loss happening in or about the exercise or execution of any power conferred on the Bank as an assignee under this Deed of Assignment or by law.

Section 4.11 Reassignment on full payment

Subject to and without prejudice to the Bank's rights and remedies under the General Facility Agreement and/or Security Documents or in respect of any antecedent claim or breach of undertaking by the Assignor(s), and/or any of the other Security Party, at such time as the Assignor(s), and/or any of the other Security Party shall have paid the Bank the Bank's Selling Price and/or Indebtedness then:-

- (a) the Bank shall at the cost and expense of the Assignor(s) reassign all its estate, right, title, benefit, interest, advantage, property, claim and demand whatsoever of, in or to the Property under the Sale and Purchase Agreement to the Assignor(s) and the Assignor(s) shall accept the same, such reassignment to be in such form and substance acceptable to the Bank; and
- (b) subject to the relevant clause in the General Facility Agreement and/or Security Documents, upon the execution by the Bank of the reassignment provided for in Section 4.11(a) hereof, this Deed of Assignment shall forthwith terminate and be at an end except for the payment by the Customer(s) and/or Assignor(s) to the Bank hereunder of the Bank's Selling Price and/or Indebtedness by reason of the compliance by the Bank with the provisions of this section.

Section 4.12 Duties of Assignor(s) to comply with laws and regulations (where applicable)

The Assignor(s) hereby undertake(s) to perform, observe, discharge and abide by all and singular the duties, responsibilities, liabilities, obligations and undertakings imposed on the Assignor(s) by the applicable Acts or the by-laws established thereunder or any regulations, resolutions or by-laws passed by the Developer or the Management Corporation, as the case may be, in relation to the Assignor(s)' rights, use and enjoyment of to or in the Property and the common property and the Assignor(s) further undertake(s) not to do or cause to be done anything contrary to or inconsistent with the aforesaid duties, responsibilities, liabilities, obligations and undertakings respecting the Assignor(s)' use, enjoyment and right of to or in the Property and the common property by the Assignor(s).

Section 4.13 Management Fund (where applicable)

The Assignor(s) shall where applicable promptly pay such contributions, subscriptions, dues and levies to the Management Fund, in such manner and at such times as may be determined by the Developer/Vendor or the Management Corporation, as the case may be, for the purposes of maintaining, controlling, managing and administering the common property, paying rents, rates, assessments, taxes and takaful contributions and discharging any other obligations on the part of the Developer/Vendor or the Management Corporation, as the case may be. In default whereof it shall be lawful for but not obligatory upon the Bank to pay the same or any part thereof and such payment including all other monies paid out or expended by the Bank under any of the sections of this Article IV shall constitute a debt due from the Assignor(s) to the Bank and shall form part of the Indebtedness.

Section 4.14 Takaful

(a) Assignor(s) to insure Property

- (i) The Assignor(s) shall insure and cause the Property to be insured with a takaful company approved by the Bank for an amount acceptable to the Bank against loss or damage by fire against such other risks as the Bank may deem expedient and shall cause the Bank's interest to be endorsed thereto as "Loss Payee" on the policy so taken out. In default whereof the Bank may at its discretion take out such takaful policies and all contribution payable and costs and expenses incurred in respect thereto shall be borne and paid by the Assignor(s) to the Bank on demand for the same being made by the Bank. The Assignor(s) will deposit or cause to be deposited the policy or policies of such takaful with the Bank and will from time to time pay or cause to be paid the contribution thereon and deliver or cause to be delivered the receipts for the same to the Bank. Such policies of takaful shall not be cancelled without the prior written consent of the Bank.
- (ii) In addition to and not in derogation of the agreements and stipulations implied and the obligations imposed and the rights created by law, the Assignor(s) and the Transaction Documents, the Assignor(s) to insure and keep insured the whole of the Property and effects included in this Deed of Assignment and/or any parts thereof of an insurable nature for such amount in such names and with such takaful companies and through such agencies as the Bank may from time to time stipulate.

(b) Other Takaful

The Bank may from time to time and at any time require Assignor(s) to take out and maintain a Mortgage Takaful Plan or a life takaful policy. The Assignor(s) hereby agree and undertake to assign absolutely all rights, title, interest and benefits to the proceeds payable under the Mortgage Takaful Plan policy or such life policy to the Bank as further security and the Assignor(s) shall name the Bank as the sole beneficiary, in default whereof, the Bank may at its discretion at the cost and expense of the Assignor(s) take out and maintain such policy guaranteeing the repayment of all monies owing by the Assignor(s) to the Bank or any part thereof on such terms as the Bank may think fit. In the event of an Event of Default, the Mortgage Takaful Plan shall be terminated by the Bank and the Bank may claim the surrender value of the policy.

(c) Restriction against Additional Takaful/Insurance

The Assignor(s) shall not except at the request or with the prior consent in writing of the Bank effect or keep on foot any takaful/insurance against any risk in respect of the Property or any works buildings or fixtures on or in respect of the Property or any property charged or secured to the Bank when the Bank or the Assignor(s) has effected or has kept on foot the takaful policy as referred to in Section 4.14(a).

(d) Application of Takaful Monies

(i) The Bank may require any monies received on any takaful policies as aforesaid whether effected by the Bank or by the Assignor(s) to be applied in or towards making good the loss or damage in respect of which the monies is received OR at the option of the Bank in or towards the payment of the Bank's Selling Price and/or Indebtedness and the Assignor(s) shall hold the monies so received from the takaful policy in trust for the Bank and the Bank may receive and give a good discharge of all such monies.

(ii) Pending the receipt of any monies by the Bank from the takaful company, the Assignor(s) shall continue paying to the Bank whatever monies due and payable herein.

(iii) In the event that the Customer(s) with the consent of the Bank choose(s) to apply the monies received under any takaful policies to make good the loss or damage to the Property the Assignor(s) shall in addition to the installments bear the difference between the cost of making good such loss or damage to the Property and the compensation received under the takaful policy.

- (iv) In the event (if applicable) that the Assignor(s) choose(s) to utilise the monies received under any takaful policies to settle the payment of the installment and other monies due and/or payable under the Facility hereby secured or any part thereof and the moneys so received is less than the total installment, the Assignor(s) shall pay to the Bank the difference between the total amount received under the takaful policy and the total installment due within seven (7) days from the date of demand by the Bank.

Section 4.15 Power of Attorney

For the consideration aforesaid, the Assignor by way of security for the payment of the Bank's Selling Price and/or Indebtedness and for the performance by the Assignor(s) of its obligations under the General Facility Agreement and this Assignment hereby irrevocably appoints the Bank or such other person(s) as the Bank may designate, as its true and lawful attorney(s) ("Attorney(s)") and in the Assignor's name or in the name of the Attorney(s) or otherwise and on the Assignor's behalf, at any time and from time to time, to deal with the Property or any part thereof in any manner whatsoever, including to accept and receive from the Vendor/Developer the original (issue document of title/strata title) to the Property and, where applicable, to apply to the relevant authorities for the necessary consents to lease, transfer or charge the Property and to execute any transfer, assignment, the Charge and any other charges, mortgages and any other instruments or document of whatsoever nature as the Assignor may itself lawfully do and to enforce all rights and remedies under this Assignment and the Instrument of Title and do other things as fully and effectually as the Assignor could itself do in connection therewith and in particular but without prejudice to the generality of the foregoing to charge, assigns, sell, let, lease or demise the Property or any part thereof or to surrender or to accept the surrender of any lease or sub-lease in connection therewith and to do all whatsoever acts and execute all whatsoever document to give effect to such charge, assignment, sale, letting or lease or which the Bank may deem necessary on any sale by the Bank of the Assignor's rights, title and interest in the Property or any part thereof under the power of sale conferred by this Assignment and to give a good receipt for the purchase monies received and to pay all fees and expenses (including but not limited to stamp duties payable on the transfer and the Charge) in connection therewith and also to do and perform all whatsoever as if the same had been executed by the Assignor in its own proper person and also to do and perform all whatsoever acts matters and things necessary or expedient for the registration of all instruments required by law to be registered as fully and effectually as the Assignor could itself do if the Assignor were personally present, with power for such Attorney(s) to substitute and appoint one or more attorneys under the Attorney(s) for all or any of the purposes aforesaid as the Attorney(s) shall think fit AND the Assignor(s) hereby agrees and undertakes at all times hereafter to ratify and confirm whatsoever the Attorney(s) or its attorney(s) shall lawfully do or cause to be done in and concerning the premises by virtue of this Assignment.

ARTICLE V
REMEDIES

Section 5.1 Remedies of the Bank

Upon demand or upon the occurrence of any Events of Default the Bank shall be entitled to exercise such rights as the Bank may have under the General Facility Agreement and/or any of the Security Documents including without limitation all or any of the rights and powers following:

- (a) the right to enter and take possession of the Property or any part or parts thereof and if permissible under any of the applicable Acts, to be registered as proprietor thereof;
- (b) the right to let, lease or demise the Property or any part or parts thereof for such term of years at such rent and generally upon such terms as the Bank in its discretion shall think fit;
- (c) the right to receive the rents and profits of the Property;
- (d) the right and power to sell the Property by public auction or private treaty as the absolute unencumbered owner thereof at such price or prices and in such manner as the Bank shall in its discretion think fit free from any interest of the Assignor(s) hereunder or otherwise and the right to bid at any such sale; and
- (e) the right to sue and institute by way of civil suit or action for the recovery of the Indebtedness, whether before first realising the Property or otherwise or concurrently with any of the other rights and remedies of the Bank herein.

AND the Assignor(s) shall and hereby expressly agree(s) and undertake(s) to do and execute all acts, deeds, instruments and things which the Bank may require or stipulate for the purpose of effecting and/or completing anything and/or any transaction mentioned in this Section herein but without prejudice to the powers or the rights of the Bank in its capacity as assignee herein.

Section 5.2 Proceeds of sale

All monies received by the Bank from any proceedings instituted or steps taken under this Deed of Assignment or any other Security Documents (if any) shall be applied by the Bank :-

- FIRSTLY in or towards payment to quit rent, rates, taxes, assessments and other outgoings due to the Government;
- SECONDLY in payment of all costs, charges and expenses incurred and payments made by the Bank under the provisions of this Deed of Assignment or any other Security Documents (if any) and any other taxes payable under any written law for the time being in force on the disposal of the Property;
- THIRDLY in or towards payment to the Bank of any monies due and/or remaining unpaid under the Facilities;
- FOURTHLY in or towards payment to the Bank of all other monies due and remaining unpaid under this Deed of Assignment or any other Security Documents (if any);
- FIFTHLY in or towards payment to the Bank of the Customer's and or Assignor(s)' liabilities to the Bank (whether such liabilities be present, future, actual, contingent, primary, secondary, collateral, secured or unsecured, several or joint) under any other accounts of whatsoever nature, agreement or contract or otherwise with the Bank and all such monies available under this premise are specially held in trust for the Bank for the satisfaction of such liabilities;
- SIXTHLY any surplus shall be paid to such persons entitled thereto.

PROVIDED ALWAYS THAT if the Bank shall be of the opinion that the security may prove deficient the same shall not prejudice the right of the Bank to receive the full amount to which it would have been entitled or any lesser amount which the sum ultimately realised from the security may be sufficient to pay.

Section 5.3 Personal liability of the Assignor(s)

If the amount realised by the Bank on a sale of the Property after deduction and payment from the proceeds of such sale of all fees (including the fees of the Bank's solicitors on a full indemnity basis), dues, costs, rents, rates, taxes and other outgoings on the Property is less than the amount due to the Bank and whether at such sale the Bank is the purchaser or otherwise the Assignor(s) shall pay to the Bank the difference between the amount due and the amount so realised and until payment will also pay any applicable expenses incurred by the Bank as the Bank may impose from time to time PROVIDED THAT nothing stated herein shall be construed in any manner whatsoever to bind or require the Bank to exercise its right of sale of the Property first before enforcing or suing on the Assignor's personal covenant to pay on demand or to restrict, affect or diminish the Bank's rights.

Section 5.4 Concurrent exercise of remedies

The Bank shall have right to concurrently exercise all or any of the rights and remedies available to the Bank whether by this Deed of Assignment or otherwise including without limitation the right to pursue its remedies of sale and possession pursuant to the provisions of the applicable Act and the right to recover by civil suit all monies howsoever due and owing by the Assignor(s), the Security Party(s) (if any) or any other person(s) to the Bank.

ARTICLE VI
SERVICE OF ORIGINATING PROCESS

Section 6.1 Service of originating process

In the event legal proceedings are instituted by the Bank against the Assignor(s) the originating process shall be deemed to have been duly served on the Assignor(s):

- (a) if the originating process is sent by hand, at the time a copy of the originating process is left at the address of the Assignor(s) abovementioned or at such other address as the Assignor(s) may notify the Bank by way of AR registered post from time to time which address shall be within Malaysia; and
- (b) if the originating process is sent by prepaid registered post on the seventh (7th) day (including the day of posting) from the date the originating process is put into post addressed to the Assignor(s) at the address of the Assignor(s) herein stated or such other address as the Assignor(s) may notify the Bank by way of AR Registered post from time to time which address shall be within Malaysia.

PROVIDED ALWAYS that the Bank shall only be deemed to have notification of the Assignor(s) change of address if the Bank has actually received the notice of such change sent by the Assignor(s).

The provisions in this Section 6.1(a) and Section 6.1(b) shall apply to the service of any other legal processes whatsoever by or on behalf of the Bank on the Assignor(s).

ARTICLE VII
MISCELLANEOUS

Section 7.1 Payments by Assignor(s)

The Assignor(s) shall pay all stamp duties, fees or other charges payable on or incidental to the execution, issue, delivery, registration and enforcement of this Deed of Assignment, the other Security Documents and any documents related thereto and all legal costs and expenses in connection with or incidental to this Deed of Assignment including the fees of the Bank's solicitors (on a solicitor and own client basis) whether or not the Facilities may be terminated recalled aborted before utilisation for any reason whatsoever. The Bank reserves the right to debit all such expenses from the Assignor(s)' account(s) with the Bank. If the monies hereby secured or any part thereof are required to be recovered through any process of law, the Assignor(s) shall pay (in addition to the monies hereby secured then due and payable) the fees on the Bank's solicitors (on solicitor and own client basis) and any other fees and expenses incurred in respect of such recovery.

Section 7.2 Costs and Expenses

- (a) All costs, charges and expenses incurred hereunder by the Bank including any expenditure incurred in the creation, recovery, enforcement and/or preparation of this Deed of Assignment and the other Security Documents or in the giving of any notice or in the making of any demand, under or pursuant to or in respect of this Deed of Assignment and all other monies whatsoever paid by the Bank in respect of the costs, charges, expenses and expenditure or otherwise howsoever and all or any sums of monies paid or expended by the Bank under or pursuant to the provisions of the applicable Act and/or this Deed of Assignment and the other Security Documents express or implied, shall be debited to the Assignor(s) accounts and payable by the Assignor(s) to the Bank on demand and shall pay any applicable late payment charges or if more than one Facilities is granted, then in the amount(s) as may be determined by the Bank from the date of the sums having been paid or expended and such sums shall on demand be paid to the Bank and until payment shall bear any applicable late payment charges as the case may be from the date of such monies having been paid or expended until full payment (both before and after demand judgment or order) and shall be charged on the Property as part of the Indebtedness under the Facilities.

- (b) In the event of default by the Assignor(s) in payment of any monies payable by the Assignor(s) to any person or authority whomsoever under or pursuant to the provisions of this Deed of Assignment, the General Facility Agreement, the Sale and Purchase Agreement, it shall be lawful for but not obligatory

upon the Bank to make such payments on behalf of the Assignor(s), whereupon the Bank reserves the right to debit the Assignor(s) account with all such monies expended by the Bank.

- (c) The payments made by the Bank under the provisions of this Section 7.1(a) and 7.1(b) shall constitute a debt due from the Assignor(s) to the Bank and shall form part of the Indebtedness and/or Indebtedness.

7.3 Consolidation

The Bank may upon giving not less than seven (7) calendar days' prior written notice to the Assignor, withhold, combine or consolidate all or any of the then existing accounts of the Assignor or held by the Assignor jointly with others (whether it is a deposit, financing, loan or of any other nature whatsoever, whether subject to notice or not and whether in Ringgit Malaysia or in any other currency) in any of the Bank's branches wheresoever situated, and set-off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of any monies, obligations and liabilities of the Assignor and or the Customer and or the Security Party and or the guarantor (if any described in the General Facility Agreement) to the Bank, whether such liabilities be present, future, actual, contingent, primary, collateral, several or joint. Where such combination, set-off or transfer requires the conversion of one currency into another such conversion shall be calculated at the then prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing the currency for which the Assignor is liable with the existing currency so converted.

Section 7.4 Successors bound

This Deed of Assignment shall be binding upon the heirs, personal representatives, liquidators, receivers, managers, successors-in-title and permitted assigns of the Assignor(s) and the successors-in-title and assigns of the Bank.

Section 7.5 Revocation of Assignment

This Deed of Assignment shall remain in force until such time as it shall be revoked by the due execution by the Assignor(s) and registration thereof of a legal charge over the Property in favour of the Bank.

Section 7.6 Effective Date

The parties hereto agree that this Deed of Assignment shall come into force on the date first above written irrespective of the diverse dates upon which the parties may have each executed this Deed of Assignment respectively.

Section 7.7 Undertakings

In the event that the Assignor(s) or where applicable one of the Assignor(s) is declared a bankrupt or is insolvent or is already a bankrupt or insolvent at the time of the granting of the Purchase Price and the Bank does not enforce this Deed of Assignment within six (6) months from the date of the receiving order, the other Assignor who is not a bankrupt/insolvent shall pay the full outstanding payment in respect of Indebtedness in accordance with the General Facility Agreement and the Bank is entitled to recover the same under this Deed of Assignment in spite of Section 8(2A) of the Insolvency Act, 1967.

Section 7.8 Entire Agreement

The Letter of Offer and the Transaction Documents, the Schedule thereto and any document or instrument attached thereto or referred to herein or therein or executed shall be read and construed together as an entire agreement and one single transaction for the purpose of granting the Facilities and the same shall supersede all oral negotiations and prior correspondences in respect of the subject matter hereof.

Section 7.9 Time

Time wherever mentioned shall be of the essence of this Deed of Assignment.

Section 7.10 Agency Relationship

Nothing shall be construed as imputing any agency relationship between the Bank and any solicitors and/or valuers appointed and/or employed to prepare any documentation and/or report and/or to undertake and/or oversee any transaction relating to this Assignment, in such matters, and the Bank shall not be liable for any acts and/or omissions of such solicitors and/or valuers.

Section 7.11 Principal and secondary instruments

IT IS HEREBY AGREED AND DECLARED that the Transaction Documents (if any) are all instruments employed in one transaction relating to the Bank's Selling Price and/or Indebtedness for the purpose of Section 4(3) of Stamp Act, 1949, (Consolidated and Revised in 1989) the General Facility Agreement shall be deemed to be the principal instrument and the other Security Documents be shall be deemed to be subsidiary or secondary instruments.

Section 7.12 Privacy Clause

- (a) PRIVACY CLAUSE (FOR CORPORATE ASSIGNOR) WHERE THE ASSIGNOR IS A CORPORATION (INCLUDING BUT NOT LIMITED TO THE ENTITIES FALLING WITHIN THE DEFINITION OF "CORPORATION" DEFINED IN THE COMPANIES ACT 2016) THIS CLAUSE SHALL APPLY.

The Assignor hereby irrevocably consents and authorises, and confirms that it has duly obtained the consent and authority of its directors, shareholders, officers, guarantors, security providers, business partners, subsidiaries, associated companies and/or any other person, individual and/or entity related to or associated with the Assignor as determined by the Bank (hereinafter referred to either singly or collectively as "Relevant Person"), for the Bank:

- (i) to be provided with information as may be required by the Bank for processing pursuant to the Personal Data Protection Act 2010 including for use in accordance with relevant terms and conditions and for the purpose of the Facility / account;
- (ii) to carry out the necessary reference checks including but not limited to credit reference/reporting checks with credit reference/reporting agencies, including but not limited to Central Credit Reference Information System (CCRIS), Financial Information Services Sdn Bhd (FIS) and/or any other agencies and/or from any financial institution and to provide to such aforesaid party(s) with the required information requested to enable the Bank to ascertain the status of the Assignor and its Relevant Person as may be required by the Bank for the purposes of the grant and/or continued maintenance of the Facility/account; recovery of debts owing under the Facility/ account; any purpose related to or in connection with Facility/ account under this Assignment; and/or for any other purposes that is required or permitted by law, regulations, guidelines and/or relevant regulatory authorities;
- (iii) to disclose the said Relevant Person's personal information to the classes of parties described in the CIMB Group Privacy Notice (which is available at www.cimbbank.com.my and www.cimbislamic.com); and
- (iv) to provide the said Relevant Person with information on the Bank's products, banking facilities, services and/or offers which may be of interest and/or financial benefit to them,

at the Bank's discretion, without further reference to the Assignor and/or its Relevant Person. The Assignor agrees to update the Bank in writing should there be any change to the personal and financial, credit information relating to the said Relevant Person. Should the said consent and/or authority be subsequently revoked by any of the said Relevant Person, the Bank shall have the right to terminate the Facility/ close the account.

This clause shall be without prejudice to any other clause in this Assignment which provides for the disclosure of information.

- (b) PRIVACY CLAUSE (FOR NATURAL PERSONS) WHERE THE ASSIGNOR ARE INDIVIDUALS (INCLUDING BUT NOT LIMITED TO SOLE PROPRIETOR, PARTNERSHIPS, REGISTERED BUSINESSES AND ASSOCIATIONS)

The Assignor hereby confirm that the Assignor has read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at www.cimbbank.com.my and www.cimbislamic.com) and the clauses herein, as may relate to the processing of the Assignor's personal information. For the avoidance of doubt, the Assignor agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Assignment.

In the event the Assignor provides personal and financial information relating to third parties, including

information relating to the Assignor's next-of-kin and dependents (where the Assignor is an individual) or information relating to its directors, shareholders, officers, individual guarantors and security providers (where the Assignor is a corporation), for the purpose of opening or operating the Assignor's account(s)/Facility with the Bank or otherwise subscribing to the Bank products and services, the Assignor (a) confirm that the Assignor has obtained their consent or is otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with this Assignment; (b) agree to ensure that the personal and financial information of the said third parties is accurate; (c) agree to update the Bank in writing in the event of any material change to the said personal and financial information; and (d) agree to the Bank's right to terminate this Assignment should such consent be withdrawn by any of the said third parties.

Where the Assignor instructs the Bank to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank and/or the Bank's agents to enter into any cross-border transaction on behalf of the Assignor, the Assignor agrees to the above said disclosures on behalf of the Assignor and others involved in the said cross-border transaction.

The Bank may carry out the necessary reference checks including credit reporting/reference checks with credit reporting/reference agencies, including but not limited to CCRIS, FIS and/or any other agencies and/or from any financial institution to enable the Bank to ascertain the Assignor's status as may be required to help make decisions, for example when the Bank need to (a) check details on applications for credit and credit-related or other facilities; (b) manage credit and credit-related accounts or facilities, including conducting reviews of the Assignor's portfolio(s); recover debts; and/or any purpose related to or in connection with the account/Facility under this Assignment. The Assignor will be linked by credit reporting/reference agencies to any other names the Assignor use or have used, and any joint and several applicants. We may also share information about the Assignor and how the Assignor manages the Assignor's account(s)/Facility with relevant credit reporting/reference agencies.

Even after the Assignor has provided the Bank with any information, the Assignor will have the option to withdraw the consent given earlier. In such instances, the Bank will have the right to not provide or discontinue the provision of any product, service, account(s) and/or Facility that is/are linked with such information.

The Bank reserves the right to amend this clause from time to time at the Bank's discretion and shall provide prior notification to the Assignor in writing and place any such amendments on the Bank's websites and/or by placing notices at the banking halls or at prominent locations within the Bank's branches.

For the purposes of the Privacy Clause (For Corporate Assignor) and Privacy Clause (For Natural Persons), the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in Section 7 of the Companies Act 2016 and jointly controlled companies that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence operating outside Malaysia and the use of the words "the Bank", and "the Bank's" are to be read as references to the CIMB Group.

This clause shall be without prejudice to any other clause in this Assignment which provides for the disclosure of information.

(The remaining space of this page is intentionally left blank)

IN WITNESS WHEREOF the hand/Common Seal of the Assignor(s) and the hand of the Attorney of the Bank were hereunto set/affixed respectively.

(where ASSIGNOR(S) is/are an individual(s))

SIGNED by the ASSIGNOR(S))
)
)
in the presence of :-)

(where ASSIGNOR(S) is a company)

The Common Seal of)
)
)
was hereunto affixed)
in the presence of :-)

Director
Name :
N.R.I.C No :

Director/Secretary
Name :
N.R.I.C No :

SIGNED by)
)
as Attorney of)
CIMB ISLAMIC BANK BERHAD (671380-H))
)
in the presence of :-)

.....

*Delete whichever not applicable

LETTER OF CONSENT AND UNDERTAKING

To :

CIMB ISLAMIC BANK BERHAD (671380-H)

()

We,

a company incorporated in Malaysia and having our registered office at

and a place of its business at

hereby acknowledge that on the day of the foregoing Deed of Assignment was duly intimated to us by the delivery of a true copy thereof and the same has been duly noted in our records and we hereby agree and undertake to execute a valid and registrable Memorandum of Transfer of the Property in favour of the Assignor(s) and to deliver the same together with the separate issue document of title/strata title upon its issuance to the Bank and/or its solicitors to attend to the registration thereof.

We hereby confirm that we consent to this Deed of Assignment.

Dated this day of

SIGNED by)

)

for and on behalf of)

)

in the presence of :-)

**(To delete if inapplicable. Lawyers handling the financing documentation to confirm if such consent is required and to do the necessary).*

*Delete whichever not applicable

THE FIRST SCHEDULE

(which shall be taken read and construed as an integral part of this Deed of Assignment)

ITEM	MATTER	PARTICULARS
1.	DATE OF THE DEED OF ASSIGNMENT	
2.	NAME AND PARTICULARS OF THE ASSIGNOR(S)	
3.	PLACE OF BUSINESS OF THE BANK	
4.	PARTICULARS OF THE PROPERTY AND THE LAND	
5(a).	DATE OF THE SALE AND PURCHASE AGREEMENT	
5(b)	DATE OF THE CONTRACT AGREEMENT	
5(b)	PARTICULARS OF THE PRINCIPAL SALE AND PURCHASE AGREEMENT	DATE: PARTIES:
6(a).	NAME, PARTICULARS AND ADDRESS OF THE DEVELOPER/ VENDOR	
6(b).	NAME, PARTICULARS AND ADDRESS OF THE PROPRIETOR	
6(c)	NAME, PARTICULARS AND ADDRESS OF THE CONTRACTOR	

*Delete whichever not applicable

ITEM	MATTER	PARTICULARS															
6(d)	NAME AND PARTICULARS OF THE ORIGINAL PURCHASER																
7	NAME AND PARTICULARS OF THE CUSTOMER(S)																
8	PARTICULARS OF THE FACILITIES	<table border="1"> <thead> <tr> <th>NO</th> <th>TYPES OF FACILITIES</th> <th>LIMIT (RM)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="2">TOTAL (RM)</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	NO	TYPES OF FACILITIES	LIMIT (RM)							TOTAL (RM)					
NO	TYPES OF FACILITIES	LIMIT (RM)															
TOTAL (RM)																	
9	DATE OF THE LETTER OF OFFER																
10	DATE OF THE GENERAL FACILITY AGREEMENT																

*Delete whichever not applicable

THE SECOND SCHEDULE

(which shall be taken read and construed as an integral part of this Deed of Assignment)

(In the case where the Assignor(s) is not the first purchaser of the Property)
particulars of all sales, sub-sales, assignments and reassignments

(Section 1.1)