

Ref : XXX
Date : 30-Sep-2019

Name
Add
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Confidential

Dear Sir/Madam,

Re: Offer of Banking Facility

We are pleased to inform you that CIMB Islamic Bank Berhad (the "**Bank**") has approved your application for the facility in the amount stated below (collectively "**Facility**") subject to the following terms and conditions.

1. Type Of Facility

HomeFlexi Smart-i under the Shariah concept of Commodity Murabahah.

2. Facility Amount

RMxxx (Inclusive of Valuation Fee of RMxxx)

Note: The Facility amount is an amount which is equal to each of (i) the Bank's Purchase Price (as defined in Clause 1(a)(i) of Appendix 1) and (ii) the Customer(s)' Sale Price (as defined in Clause 1(a)(ii) of Appendix 1) ("**Facility Amount**").

3. Profit Rate

The effective profit rate ("**EPR**") is BR + x% per annum ("**p.a.**").

Note: The present Base Rate ("**BR**") is 4.00% p.a. and is subject to change from time to time as displayed at the Bank's branches and/or posted on the Bank's website. The EPR above is calculated on a daily balance basis and may change from time to time in accordance with the change in BR. The EPR shall increase or decrease accordingly and proportionately, however, it will not exceed the CPR (as defined in Clause 5 below) at any time.

4. Tenure

xx years (xxx months) from the date the Facility is first disbursed ("**Tenure**").

5. Bank's Sale Price/Payment of Bank's Sale Price/Monthly Profit/Monthly Instalment

(a) The price at which the Bank will sell the Commodity to the Customer(s) ("**Bank's Sale Price**") will be an amount equal to the sum of (i) the price at which the Bank first purchase the Commodity ("**Bank's Purchase Price**") and (ii) the Profit Portion (as defined below). Any reference in this Letter of Offer to the "principal portion" of the Bank's Sale Price, refers to that part of the Bank's Sale Price representing the Bank's Purchase Price (and not the Profit Portion).

Note:

"**Profit Portion**" means the Bank's profit margin based on the contracted profit rate of x% p.a. ("**CPR**"),

the Bank's Purchase Price and the Tenure.

The Bank's Sale Price will be calculated based on the following formula:-
[(Facility amount x annuity factor) (rounded up to two (2) decimal points)] x Tenure (in months)

"**Annuity factor**" means the factor used to calculate instalment payments of equal amount based on the CPR and the Tenure (in months). The annuity factor for the Facility will be

(b) The Customer(s) must pay the Bank the Bank's Sale Price by way of monthly instalments in the following manner, based on current BR of 4.00% p.a. The Bank will notify the Customer(s) if there is any change in the monthly instalment amount due to a change in the BR;

The amount of the monthly instalment ("**Monthly Instalment**") will be as follows:

<u>Month</u>	<u>Profit Rate</u>	<u>Monthly Instalment (RM)</u>
1 - xxx	BR + x% p.a.	xxx

(c) Notwithstanding the above, the Profit Portion of the Bank's Sale Price will be calculated based on the EPR. The Bank will waive payment of the difference between the Profit Portion calculated based on CPR, and the EPR, by way of rebate ("**Ibra**") in accordance with Clause 2(a) of Appendix 1.

The Customer(s)' total payment amount is RMxxx from the first Monthly Instalment until the end of the Tenure and the total amount of Profit Portion that will be charged on the Facility is RMxxx. These amounts are accurate only if the profit rate and/or Tenure remain unchanged.

Note:

- (i) "Month 1" of the Monthly Instalments set out in the table above must commence from the date the Facility is first disbursed. The Customer(s) must start to pay the Monthly Instalments even if the first disbursement of the Facility is less than the Bank's Purchase Price/Customer(s)' Sale Price.
- (ii) Each of the number of Months, the profit rate and the Monthly Instalment amount (refer to table above) may be varied in accordance with the terms of this Letter of Offer, including when an Event of Default happens (refer to Clause 6 of Appendix 2).
- (iii) The Customer(s) must commence payment of Monthly Instalments on the first day of the month after commencement of the Tenure. Subsequent Monthly Instalment will be due on the first day of each of the following months for the duration of the Tenure. The Bank may adjust the final Monthly Instalment to ensure the Facility is repaid in full.
- (iv) The Monthly Instalment amount will be adjusted to reflect changes in the EPR and/or BR but will not in any event exceed the CPR.

6. Availability Period

The Facility will be made available for up to 24 months from the date of acceptance of this Letter of Offer or such extended time as the Bank may allow at its discretion. If the Facility is not disbursed within such period, the Bank may cancel the Facility and recover from the Customer(s) (on a full indemnity basis) all costs, fees and expenses incurred by the Bank.

7. Purpose of the Facility and Description of the Property

To refinance the property described below ("**Property**").

Type of Property	Description/Postal Address	Master/Individual/Strata Title (" Title ")
xxx	xxx	xxx

If there is a discrepancy in the Property details stated above and the Sale and Purchase Agreement ("SPA"), the description in the SPA will prevail, but the Bank may review the grant of the Facility and continue with it only if the Property is acceptable to the Bank as security.

8. Fee

Redraw Fee

A redraw fee of RM25.00 will be charged to the Customer(s)' Facility account for every redraw transaction made from the Facility. The actual redraw fee depends on the channel used for redraw.

Redemption Statement Fee

A fee of RM50.00 will be charged to the Customer(s)' Facility account each time a redemption statement is issued at the Customer(s)' request.

Letter of Confirmation for Employees Provident Fund ("EPF") Withdrawal Fee

A fee of RM20.00 will be charged to the Customer(s)' Facility account each time a letter of confirmation/the Customer(s) home financing balance statement addressed to the EPF is issued.

All fees and charges are non-refundable and may be updated by the Bank on its website from time to time.

9. Security Documents

All of the following documents (the "Security Documents") must be executed and perfected, in form and content acceptable to the Bank.

(a) **Property with Individual/Strata Title**

(i) this Letter of Offer, (ii) a Murabahah Facility Agreement, (iii) a Registered Charge over the Property (incorporating a Power of Attorney clause) and (iv) any other security document(s) as the Bank requires or as advised by the Bank's solicitors.

(b) **Property without Individual/Strata Title**

(i) this Letter of Offer, (ii) a Murabahah Facility Agreement, (iii) a Deed of Assignment assigning all of the Customer(s)' rights title and interest in and to the Property under the SPA, (iv) a Power of Attorney, (v) upon issuance of the Individual Issue or Strata Document of Title to the Property, a first ranking legal charge over the Property and (vi) any other security document(s) as the Bank requires or as advised by the Bank's solicitors.

10. Specific Terms And Conditions - As stated in Appendix 1 which forms an integral part of this Letter of Offer.

11. General Terms And Conditions - As stated in Appendix 2 which forms an integral part of this Letter of Offer.

This Letter of Offer is issued in duplicate. If the terms and conditions are acceptable to you, please sign and complete the Acknowledgement page and return the duplicate to the Bank within fourteen (14) days from the date of this Letter of Offer, otherwise the offer will lapse. If you accept and return the duplicate to the Bank after fourteen (14) days, it will be treated as a counter offer from you on the same terms and conditions and it will be up to the Bank to accept your counter offer, in which case you will be informed accordingly.

We look forward to a mutually beneficial relationship with you.

Thank you.

This is a computer generated letter and therefore does not require any signature.

ACKNOWLEDGEMENT

TO : CIMB Islamic Bank Berhad

I/We hereby:

(a) accept this offer based on the terms and conditions of this Letter of Offer (including the Appendices) by signing below, and my/our signing this Letter of Offer makes it a binding contract.

(b) authorise the Bank to deduct the monthly profit payments, Monthly Instalments, Costs, Fees, Charges and Payments (refer to Appendix 2) (collectively "**Authorised Payments**") from my/our Investment/Current/Savings Account No ("**Designated Account**") with the Bank. I/We will ensure that there are sufficient funds in the Designated Account at all times to meet the Authorised Payments and any other payments that I/we will make from the Designated Account including cheques that are issued (if the Designated Account is a current account). I/We agree that the Bank will not be held liable for defamation and/or for breach of contract and/or for any losses, damages, expenses, costs or charges which may be claimed arising from remarks placed on any returned cheque(s) by the Bank and/or if the cheque(s) issued are returned due to insufficient funds in the Designated Account as a result of the Bank making deductions pursuant to my/our above authorisation.

(c) agree that all redraw requests must be made by me/us (or any one of us) under the Facility and authorise the Bank to credit the redrawn amount(s) into my/our investment/current/savings account no maintained with the Bank or CIMB Bank Berhad. If an account number is not given, I/we authorise the Bank to credit the redrawn amount to any of my/our investment/current/savings account with the Bank or CIMB Bank Berhad. For a Facility granted to a sole customer, the redraw amount will be credited into the sole customer's own investment/current/savings account and for a Facility granted to more than one customer, to investment/current/savings account in the name of all the joint customers under the Facility.

Note:

(i) Please complete Item (b) of this page by filling in the Designated Account number if you wish to authorise the Bank to debit the Designated Account with the Bank for the Authorised Payments.

(ii) Please complete Item (c) of this page by filling in your specific investment/current/savings account number to allow the Bank to credit the redrawn amount from the Facility. If the account number is not given, the Bank: (i) may credit such redrawn amount into any of your investment/current/savings account (if the Facility is taken by you solely, to a sole account and if the Facility is taken by more than one customer, to a joint account); and (ii) will not be liable for failure to credit the redrawn amount into any account. If the Facility is granted to more than one customer, all customers must consent to each redraw transaction.

Further Acknowledgements by the Customer and Purchase Request

In the addition to the above:-

1. I/We request that the Bank purchase the Commodity from a commodity supplier in accordance with the details provided below.

Type of commodity	:	The Commodity, as defined in Appendix 1 to this Letter of Offer
Bank's Purchase Price of the Commodity	:	An amount equal to the Facility amount, as stated in Clause 2 of the Letter of Offer

2. I/We hereby irrevocably appoint the Bank as my/our agent:

- (a) to conclude the purchase of the Commodity on my/our behalf from the Bank (as principal) in accordance with the details provided below:

Type of commodity	:	The Commodity, as defined in Appendix 1 to this Letter of Offer
The Bank's Sale Price of the Commodity	:	The Bank's Sale Price is to be calculated in accordance with Clause 5(a) of this Letter of Offer

- (b) upon conclusion of my/our purchase of the Commodity from the Bank, to sell the Commodity to any commodity supplier (who will not be the same as the first commodity supplier referred to above) at the Bank's Purchase Price.

3. The term for the Bank's appointment as the Customer(s)' agents as described above will commence from the date of acceptance of this Letter of Offer and end upon the conclusion of the sale of the Commodity by the Bank to a commodity supplier in accordance with paragraph 2(b) of this Acknowledgement page.

4. The Bank's appointment as my/our agent for the purposes stated in paragraphs 2(a) and 2(b) of this Acknowledgement will be in accordance with the terms and conditions contained in this Letter of Offer. The Bank will only act as my/our agent for such limited purpose, and will not assume, or be deemed to have assumed, any additional obligations to, or to have any special relationship with me/us other than those for which specific provision is made in this Acknowledgement.

5. I/We irrevocably instruct the Bank to pay the **Customer(s)' Sale Price** in the manner set out in this Letter of Offer.

6. The agency appointment as stated above shall be automatically terminated upon the completion of the on-sale of the relevant Commodity. Further, the agency created herein shall be dissolved:

- (a) if the Facility granted to us is terminated prior to execution by you of any acts contemplated herein; or
- (b) if we exercise our option to terminate the agency due to misconduct, negligence or breach of specified terms of the agency by you.

In the event of dissolution of agency pursuant to item (a) and (b) above, each party's liability to the other party for the dissolution of the agency is limited to RM1.00 only.

Name	IC No	Signature (full signature)	Date
xxx	xxx		

Please contact CLO Sales Officer 1, our Bank Officer at xxx, MALAYSIA on telephone xxx or facsimile xxx for assistance.

SPECIFIC TERMS AND CONDITIONS**1. Shariah Concept/Mode Of Financing**

The Facility will be made available based on the Shariah concept of Commodity Murabahah, under which:-

- (a) The Customer(s) will issue a purchase request to the Bank containing the following:
- (i) a request that the Bank purchase the Commodity from the commodity supplier at an amount equivalent to the Facility amount; and
 - (ii) the Customer(s)' appointment of the Bank (or any third party acceptable to the Bank) to act as the Customer(s)' agent (aa) to conclude the purchase of the Commodity on the Customer(s)' behalf from the Bank; and (ab) upon conclusion of the Customer's purchase of the Commodity from the Bank, to sell the Commodity to any commodity supplier at the Customer(s)' Sale Price ("**Customer(s)' Sale Price**").

The Customer(s)' request will be irrevocable upon issuance and will be binding on the Customer(s).

- (b) Pursuant to the purchase request, the Bank will then purchase the Commodity from a commodity supplier at the Bank's Purchase Price ("**Purchase Transaction**").
- (c) After that, the Bank will sell the Commodity to the Customer(s) and the Customer(s) will purchase the Commodity from the Bank at the Bank's Sale Price and upon the terms and conditions contained in this Letter of Offer and the Murabahah Facility Agreement to be entered into by the Bank and the Customer(s) ("**Sale Transaction**"). The Customer(s)' purchase of the Commodity will be concluded by the Bank or any third party acceptable to the Bank, as the Customer(s)' agent pursuant to the agency referred to in the purchase request.
- (d) Upon conclusion of the sale of the Commodity by the Bank to the Customer(s), the legal and beneficial ownership of, and rights, risk and interests in the Commodity will immediately be transferred to the Customer(s) and the Bank will immediately enable the Customer(s) to take possession of the Commodity. The Customer(s) agree that the Commodity is sold on an "as is, where is" basis free from all encumbrances, charges, liens and/or restraints, and without any representation or warranty in respect of the same. The Customer(s) also agrees to waive his/her/their right to terminate the sale of the Commodity by the Bank to the Customer(s) in the event the Commodity is found to be defective, or does not comply with its description.
- (e) Upon completion of the Sale Transaction, the Bank as the Customer(s)' agent pursuant to the agency provisions in the purchase request, will sell the Commodity on the Customer(s)' behalf to any commodity supplier (who will not be the commodity supplier referred to in Clause 1(b) of this Appendix) at the Customer(s)' Sale Price.
- (f) The Purchase Transaction and the Sale Transaction will collectively constitute "**Trade Transaction**".
- (g) Upon completion of the Trade transaction, the Bank will send a Murabahah Sale Confirmation to the Customer(s).

Note: "Commodity" means any Shariah compliant commodities other than ribawi items in the category of medium of exchange (such as currencies, gold and silver) and debt instruments which are endorsed by the Bank's Shariah Committee and acceptable to the Bank.

2. Rebate (Ibra')

The Bank will grant rebate (Ibra') to the Customer(s) in the following circumstances:

- (a) Difference in Profit Portion Calculated Based on CPR and EPR
The difference between the Profit Portion calculated based on the CPR and the EPR will be waived by the Bank by way of rebate (Ibra').
- (b) Prepayment Amount
For any Prepayment Amount (defined in Clause 3(b) of this Appendix) made by the Customer(s) to the Bank pursuant to Clause 3 (b) of this Appendix, the Profit Portion calculated on the Prepayment Amount calculated from the date of receipt of the Prepayment Amount until end of Tenure or upon receipt of the Settlement Amount (for Early Settlement), or upon redrawing of the Prepayment Amount, whichever is earlier, will be waived by the Bank by way of rebate (Ibra'). The rebate (Ibra') will be granted upon receipt of the Settlement Amount (for Early Settlement) or upon receipt of the full indebtedness payable to the Bank under the Facility.
- (c) Early Settlement Or Events Of Default
The Bank will grant a rebate (Ibra') on the Bank's Sale Price upon receipt of the Settlement Amount pursuant to:-
 - (i) the Customer(s) exercising the Customer(s)' right of Early Settlement as referred to in Clause 3(a) of this Appendix; or
 - (ii) the Bank exercising its right to terminate the Facility upon the occurrence of an Events of Default, as referred to in Clause 6 of Appendix 2.

In such an instance, the difference between (aa) the Bank's Sale Price and (ab) the Outstanding Bank's Purchase Price; and the Profit Portion calculated up to the date on when the Settlement Amount is paid LESS the amount of the Profit Portion which has been paid to the Bank; and the portion of the Bank's Sale Price which has been paid to the Bank, will be waived by way of rebate (Ibra').

- (d) Cancellation of Facility pursuant to expiry of Utilisation Period
If the Bank terminates the Facility due to the expiry of the Utilisation Period and the Trade Transaction has already been entered into at such time, the Customer(s)' Sale Price will be utilised to settle the principal portion of the Bank's Sale Price and the Profit Portion will be waived by the Bank by way of rebate (Ibra').

3. Early Settlement/ Prepayment Amount/ Redraw

- (a) Early Settlement
 - (i) The Customer(s) is entitled to request early settlement of the Facility or to redeem the Facility in full ("**Early Settlement**") by giving advance written notice to the Bank at any time. On receipt of the Customer(s)' request, the Bank will issue a redemption statement with Early Settlement details such as amount(s) to be paid by the Customer(s) by the specified due date(s) as determined by the Bank. The Settlement Amount payable will be determined in accordance with Clause 4 of this Appendix.
 - (ii) If there is an Early Settlement of the Facility during the Lock-In Period and the Customer(s)' Facility account is closed as a result, an early settlement charge

("Early Settlement Charge") based on the calculation below will be charged to the Facility account.

Early Settlement Charge = [Board Rate - Discounted Rate] or 1%, whichever is lower X Outstanding Bank's Purchase Price X number of calendar days from date of first disbursement until date of payment of Settlement Amount (both dates inclusive)/365 (or 366 for leap years).

For this purpose:

"Board Rate" means the Bank's normal rates provided to the Customer(s) at the point of issuance of the redemption statement for the Facility (which is usually be higher than the Discounted Rate; and

"Discounted Rate" means the Bank's promotional rates at the point of issuance of this Letter of Offer.

Note: "Lock-In Period" refer to five year(s) minimum period from the date of the first disbursement during which the Customer(s) must maintain the Facility with the Bank, failing which an Early Settlement Charge will be charged.

(iii) The closure of the Customer(s)' Facility account by the Bank is irrevocable following the Customer(s)' request for Early Settlement.

(b) Prepayment Amount

(i) The Customer(s) may prepay any amount ("**Prepayment Amount**") at any time and from time to time, provided:

- a) it is not an Early Settlement of the Facility;
- b) there is no breach of any term of this Letter of Offer or of prevailing laws, by-laws or regulatory requirements, directives or orders issued by Bank Negara Malaysia ("**BNM**") and/or any other body having authority or jurisdiction over the Bank (the "**Applicable Laws and Regulations**"); and
- c) there is no default or breach of any term under any Security Document by the Customer(s) and/or by any guarantor, assignor, chargor and/or any other party who has provided security for the Facility (each a "**Security Party**").

To enable the Bank to treat such payment as a Prepayment Amount, the Customer(s) must give notice to the Bank via designated channel(s) allowed by the Bank subject to the terms stated in this Letter of Offer.

Any such Prepayment Amount will be credited directly into the Customer(s)' Facility account towards:

- a) firstly, settlement of any arrears, Monthly Instalment(s) due and other outstanding charges; and
- b) secondly, reduction of the principal amount (which would normally result in the Customer(s)' savings on profit payments).

(ii) Even if the Customer(s) have made a Prepayment Amount, the Customer(s) must continue paying the Monthly Instalments. The amount of Monthly Instalments will not be reduced unless the Bank agrees to reduce it in writing. The number of Monthly Instalments remaining until the Facility is fully settled may decrease if there is no change to the profit rate.

(iii) In the Customer(s)' notice for Prepayment, the Customer(s) must inform the Bank of the Customer(s)' intention to reduce the Outstanding Bank's Purchase Price. If

the Customer(s) does not do so, the Prepayment will be treated as a payment in advance, which will be used to pay future Monthly Instalments as and when they fall due.

(c) Redraw

(i) The Customer(s) may at any time and from time to time, request to redraw any amount of the Facility prepaid by the Customer(s) up to the Schedule Balance (other than any Prepayments made through the EPF withdrawal scheme which may not under any circumstance be made available for redrawing) provided:-

a) The redraw will not cause a breach of any term of this Letter of Offer or of prevailing laws, by-laws or regulatory requirements, directives or orders issued by Bank Negara Malaysia ("**BNM**") and/or any other body having authority or jurisdiction over the Bank (the "**Applicable Laws and Regulations**"); and

b) No Event of Default has occurred or will occur by the reason of such redrawing (including any breach of any term of any Security Document by the Customer(s) and/or by any guarantor, assignor, chargor and/or any other party who has provided security for the Facility (each a "**Security Party**").

Where the Facility has been granted to joint Customers, all the Customers must submit the request. The minimum amount for any redraw is RM1,000. The Bank may approve the request on terms and conditions acceptable to the Bank, but any request must fulfil the conditions below:

a) All Monthly Instalments, fees, charges and other monies due and payable under any of the Security Documents as at the date of the proposed redraw (including but not limited to any applicable processing fee and redraw fee) must be paid in full prior to the redraw; and

b) The Customer(s) must have an active savings or current account with the Bank or CIMB Bank Berhad, into which the redrawn amount will be credited.

For this purpose, "**Schedule Balance**" refers to the amount theoretically outstanding under the Facility from time to time calculated on the basis that the Monthly Instalments have been paid as and when due. The Customer(s) may contact the Bank for the Schedule Balance as well as the amount that may be redrawn from time to time. The Bank's determination of the Schedule Balance and the amount available for redrawing will be final, conclusive and binding on the Customer(s), unless there is manifest error.

(ii) Even if there has been a redraw on the Facility, the Monthly Instalment amount will not be changed unless the Bank agrees in writing to change it.

4. **Settlement Amount**

The Settlement Amount payable by the Customer(s) to the Bank if (i) the Customer(s) exercise the Customer(s)' rights for Early Settlement or (ii) the Bank declare an Event of Default will be calculated based on the following formula:

The Settlement Amount shall be the aggregate of:-

- a) the Outstanding Bank's Purchase Price; and
- b) the Profit Portion calculated up to the date Settlement Amount is paid LESS the amount of the Profit Portion which has been paid to the Bank; and
- c) compensation (Ta'widh) calculated up to the date the Settlement Amount is paid; and

- d) Early Settlement Charges (only applicable to Early Settlement during the Lock-in Period as defined in Clause 3 of this Appendix); and
- e) other charges, cost and expenses payable to the Bank under the Security Documents (if any).

"**Outstanding Bank's Purchase Price**" for this purpose means the Bank's Purchase Price portion of the Bank's Sale Price which has not been paid to the Bank.

5. **Revised EPR**

If the Customer(s) does not pay any Monthly Profit when due (before commencement of payment of Monthly Instalments) or any Monthly Instalment when due (in each case, a "**Default On Payment**"), the Bank may vary the EPR to as follows, or impose any other rate ("**Revised EPR**") by giving 21 days' prior written notice to the Customer(s) as follows:

Revised EPR = Prevailing BR + x% p.a.

Upon such revision, the amount of each Monthly Instalment for the remainder of the Tenure will be revised accordingly, subject to the Revised EPR not exceeding the CPR.

For every Default On Payment, the Bank may impose or re-impose the Revised EPR accordingly.

6. **Moving Cost**

All legal and incidental expenses in connection with the preparation and perfection of the Security Documents will borne by the Bank. If the Facility is terminated at the Customer(s)' request prior to disbursement of the Facility, the Customer(s) will be fully liable to reimburse the Bank for all fees, charges, costs and expenses incurred by the Bank in relation to the Facility, including all legal costs (on a solicitor and client, and a full indemnity basis) and disbursements including stamp duty and valuation fees ("**Moving Costs**"). If the Facility is terminated after disbursement of the Facility, the Moving Costs will be charged to the Customer(s) Facility account.

7. **Late Payment**

The Customer(s) undertakes to pay to the Bank late payment charges as compensation (Ta'widh) as follows:

(a) if there is any overdue and/or late payment of the Monthly Profit or the Monthly Instalment (as applicable) during the Availability Period and/or the Tenure which does not result in a termination of the Facility, the compensation (Ta'widh) rate of (i) 1% p.a. or (ii) any other rate approved by BNM will be charged on such late payment from the due date for payment of such Monthly Profit or Monthly Instalment(s) until the date when payment is received by the Bank in full; and

(b) if the overdue and/or late payment of the Monthly Profit or the Monthly Instalment (as applicable) during the Availability Period and/or the Tenure which results in the Facility being terminated prior to maturity, the compensation (Ta'widh) rate of 1% p.a. will be charged on the outstanding Bank's Sale Price less the rebate (Ibra') ("**Outstanding Balance**"), from the date the Facility is terminated until the date the Outstanding Balance is received by the Bank in full or judgment for the Outstanding Balance is obtained against the Customer(s), whichever is earlier; and

(c) if the overdue and/or late payment of the Monthly Instalment after the expiry of the Tenure, the compensation (Ta'widh) rate to be applied will not be more than the BNM's prevailing daily overnight Islamic Interbank Money Market ("**IIMM**") Rate on the Outstanding Balance from

XXX

XXX

the date the Tenure expires until the date the Outstanding Balance is received by the Bank in full, subject always to any rebate (Ibra'), wherever applicable.

The accumulated compensation (Ta'widh) will not exceed 100% of the Outstanding Bank's Purchase Price. The Bank will give the Customer(s) prior written notice of any change in the compensation (Ta'widh) rate for late payment.

8. Special Conditions Precedent To Disbursement

(a) Execution of Statutory Declaration by customer{s} that the aforesaid property is for owner occupation.

(b) Submission of the Formal Valuation Report acceptable to the Bank by a Bank's panel valuer addressed to the Bank confirming an Estimated Market Value (EMV) of at least RMxxx in respect of the aforesaid property, failing which, the above approval will be revised or cancelled at the Bank's sole discretion.

(c) Other conditions as advised by the Bank's solicitor.

OTHER GENERAL TERMS AND CONDITIONS

1. Conditions Precedent To Disbursement

The following conditions must be satisfied before the Facility will be disbursed by the Bank:

- (a) the Customer(s) must have accepted this Letter of Offer;
- (b) all legal documentation must be completed to the Bank's solicitor's satisfaction;
- (c) the Special Conditions Precedent To Disbursement in Appendix 1 must be satisfied;
- (d) the Bank must receive from its solicitors an unqualified confirmation that it is in order to release the financing;
- (e) the Bank or its solicitors must receive all necessary searches on the Customer(s), the Security Party and the Property, and all required undertakings, disclaimers and confirmations from the Customer(s) and the applicable parties such as the developer, proprietor, contractor, existing chargee, financier, court, vendor, any security party or the relevant firms of solicitors;
- (f) the Bank or its solicitors must receive approval and/or consent(s) from all relevant government bodies and regulatory authorities and registration and/or presentation and/or filing of documents must be completed;
- (g) the Bank or its solicitors must receive the original document(s) evidencing ownership of the Property (for unencumbered property), the lodgement of a private caveat (if required by the Bank), and quit rent and assessment receipts;
- (h) there are no material changes to the Customer(s)' financial condition;
- (i) there are no suspicious or abnormal transactions or any other events that may adversely affect the Bank's security;
- (j) no Event of Default set out in this Appendix and the Murabahah Facility Agreement has occurred; and
- (k) any other condition(s) precedent stipulated in the Murabahah Facility Agreement must be satisfied.

2. Disbursement Of Facility

The Bank will disburse the Facility or the Customer(s)' Sale Price in the manner specified as follows:-

- (a) For purchase from developer: the Bank will pay the Facility or the Customer(s)' Sale Price directly (i) firstly and where applicable, to the financier registered as the chargee on the Title ("**Financier**") based on the letter of disclaimer and redemption statement provided by the Financier and (ii) secondly, to the developer or to the Financier (if applicable) based on the payment schedule in the SPA on receipt of the progress billing and production of the relevant architect's/engineer's/project manager's certificate confirming commencement or completion of the staged works as the case may be.
- (b) For purchase from vendor: the Bank will pay the Facility directly (i) firstly and where applicable, to the financier registered as the chargee on the Title ("**Financier**") based on the letter of disclaimer and redemption statement provided by the Financier; and (ii) to the stakeholder named or provided for in the SPA.

- (c) For construction/renovation of the Property: the Bank will pay the Facility or the Customer(s)' Sale Price directly (i) firstly, to the contractor on receipt of the contractor's invoice for work carried out for the construction/renovation of the Property, the architect's certificate (if applicable) and the Customer(s)' confirmation that the contractor's invoice is correct; and (ii) secondly, to the Customer(s), to reimburse the Customer(s) for that part of the contractor's invoice already paid by the Customer(s) if the Customer(s) has made such payment.

Note: In all the scenarios under paragraph (a) to (c) above, disbursement under the Facility will only take place if the SPA or other relevant contract provides that payments are to be made directly to the developer or vendor or contractor (as applicable). The SPA must not contain any clauses which allow payment to be made to any third party on the instructions of such developer, vendor or contractor. The Bank may withhold disbursement of the whole or any part of the Facility unless the contract has been amended so as to remove any such clause.

- (d) For refinancing: the Facility or the Customer(s)' Sale Price will be disbursed to the Customer(s) by crediting the Customer(s)' savings or current account as advised by the Bank's solicitors.

3. Compliance With Shariah Principles

The Customer(s) must utilise the Facility for activities that are in line with Shariah principles. The Bank is entitled to assume that the Customer(s) utilisation of the Facility is in line with such principles and is not responsible to monitor such utilisation.

4. Compliance With Laws/ Regulatory Requirements/Islamic Financial Services Act 2013

- (a) The Facility is made available to the Customer(s) on condition that the grant or continued grant of the same will not directly or indirectly breach of any prevailing laws, by-laws or regulatory requirements, directives or orders issued by BNM and/or any other body having authority or jurisdiction over the Bank or as amended from time to time (the "**Applicable Laws and Regulations**") which includes:
- (i) the Islamic Financial Services Act 2013, Guidelines on Credit Transactions and Exposures to Connected Parties and all other guidelines and directives issued by BNM;
 - (ii) any financing limits or restrictions that may be imposed on the Bank from time to time by BNM or any other governmental and/or regulatory authority; and
 - (iii) the Anti-Money Laundering, Anti-Terrorism Financing And Proceeds of Unlawful Activities Act, 2001.
- (b) The Customer(s) must notify the Bank immediately in writing if the Customer(s) become aware of any breach or non-compliance of any of the Applicable Laws and Regulations or the terms and conditions of this Letter Of Offer.
- (c) The Customer(s) represents and warrants that the information given by the Customer(s) in the Customer(s)' application for this Facility are true, accurate and complete.

5. Disbursement/ Utilisation

The Facility must be disbursed or utilised within 6 months from the date of this Letter Of Offer ("**Utilisation Period**"), otherwise it may be cancelled. If the Facility is cancelled, prior notice will be given to the Customer(s) and the Customer(s) will be liable for all costs, fees and expenses (on a full indemnity basis) incurred by the Bank.

6. Events Of Default

The Customer(s) agrees that the Bank will be entitled to declare by written notice to the Customer(s) that all amounts outstanding under the Facility have become immediately due and payable, if any of the following events occur:-

- (a) the Customer(s) and/or any Security Party fail to make any payment when due under the Facility or Security Documents or fails to comply with any of the terms and/or conditions in any of the Security Documents;
- (b) the Bank discovers or has reason to believe that any information or statement given by the Customer(s) or any Security Party or the developer or proprietor or contractor or vendor is false, untrue or misleading;
- (c) the development and/or construction of the Property is delayed, abandoned suspended or discontinued;
- (d) any steps and/or proceedings are taken for bankruptcy or winding up, or insolvency or any proposal for voluntary arrangement is entered into by the Customer(s) with the Customer(s)' creditor(s) and/or any Security Party with the Security Party's creditor(s) or a receiver and/or manager is appointed to take over the Customer(s)' or any Security Party's assets and/or business or any application is made by any person for an order for the Customer(s) and/or any Security Party to be placed under judicial management and for the appointment of a judicial manager or the Customer(s) and/or any of the Security Party enter into any form of arrangement or composition (voluntary or otherwise) with the Customer(s)' creditor(s) and/or the Security Party with the Security Party's creditor(s);
- (e) if, in relation to the Customer(s) or any Security Party (in each case, an "**Affected Party**") (i) any financial indebtedness of the Affected Party is not paid when due or within any originally applicable grace period, or becomes due and payable prior to its original maturity date due to an event of default (however described); (ii) the Affected Party is unable to, or admits it is unable to, pay its debts as they fall due, or suspends or threatens to suspend payment of its debts; (iii) any security over any assets of the Affected Party is enforced, or any attachment, distress, execution or similar proceedings are taken against any assets of the Affected Party; (iv) any actions, steps or proceedings are taken for the bankruptcy of the Affected Party (if an individual) or the winding up or insolvency of the Affected Party (if not an individual); (v) a receiver and/or manager is appointed to take over the assets and/or business of the Affected Party, or any part of them; (vi) any application is made by any person for an order that the Affected Party be placed under administration or judicial management and/or that a judicial manager, administrator, conservator or similar officer be appointed over the Affected Party; (vii) the Affected Party enters into any form of arrangement or composition (voluntary or otherwise) with its creditors or any class of them; or (viii) the Affected Party (being an individual) dies or becomes of unsound mind;
- (f) if the Facility is granted to finance the purchase of a Property under construction and before vacant possession of the Property is delivered to the Customer(s), the developer/proprietor of the Property is wound up; or a receiver and/or manager is appointed over the assets and/or business of the developer/ proprietor; or an application has been made for the developer/proprietor to be placed under judicial management; or the developer/proprietor enters into an arrangement or composition with their respective creditor(s);
- (g) the Customer(s) and/or any Security Party who is an individual dies or become of unsound mind;
- (h) any other event of default as provided in the Murabahah Facility Agreement occurs,

and following the notice given to the Customer(s), the Bank may exercise any or all of the rights, remedies, power or discretions under the Security Documents which are exercisable upon default.

7. Takaful

- (a) The Customer(s) must take up and maintain (or ensure the Security Party who is providing the Property to the Bank as security takes up and maintains) appropriate takaful coverage on the Property, including but not limited to fire takaful on an annual basis from a takaful operator on the Bank's panel or acceptable by the Bank ("**Takaful Operator**").
- (b) For such takaful, the Customer(s) must ensure (i) the Bank's interest is endorsed on the takaful certificate as chargee or loss payee; (ii) the automatic renewal of the takaful certificate throughout the Tenure; and (iii) that the original takaful certificate and subsequent renewal certificates are delivered to the Bank immediately upon issuance.
- (c) If the Customer(s) does not deliver the takaful certificate and subsequent renewals to the Bank after a reminder notice of at least 14 days has been sent to the Customer(s) to produce the same, the Customer(s) agrees the Bank is authorised but not obliged to purchase the takaful coverage or renewals (as applicable) on the Customer(s)' behalf and the Customer(s) consents to the Bank's purchase of takaful coverage or renewals (as applicable) from the Takaful Operator, in which case the contributions will be charged to the Customer(s)' Facility account with the Bank. The Customer(s) will remain liable for the amount of all contributions, even if the Customer(s) is able to subsequently show that the Customer(s) or the relevant Security Party (as applicable) did take up the requisite takaful coverage.
- (d) The contribution paid will not be refundable even if the Customer(s) is/are able to subsequently show that the takaful coverage was taken up.
- (e) If the Customer(s) has requested that the Bank waive the requirement for GMRTT, the Customer(s) confirms that the Customer(s) understands the consequences of not having GMRTT coverage, and agrees not to hold the Bank responsible for any loss or damage the Customer(s) may suffer by not having GMRTT coverage.
- (f) The GMRTT contribution will be disbursed to the Takaful Operator together with the first disbursement of the Facility to the developer/vendor/contractor (as applicable) or acceptance of risk by Takaful Operator, whichever the later. The Customer(s) must pay the difference between the actual GMRTT contribution charged by the Takaful Operator and the amount provided for GMRTT under the Facility. If the Customer(s) does not make such payment, the Bank may but is not obliged to pay the difference up to a maximum of RM1,000.00 to the Takaful Operator and charge it to the Customer(s)' Facility account.
- (g) If GMRTT contributions are to be paid by the Customer(s) (and not financed by the Bank under the Facility), the Customer(s) agrees that the GMRTT contract will be effective only after acceptance of risk, and receipt of contribution by Sun Life Malaysia Takaful Berhad ("**SLMTB**") or other takaful operator acceptable to the Bank.
- (h) If the GMRTT certificate is taken by more than one person on a joint basis, the monetary benefits accruing to each Customer will depend on the contribution paid individually.
- (i) If (i) the Facility is subject to a variable profit rate; and (ii) the Customer(s) cancels the Customer(s)' GMRTT, or allows the Customer(s)' GMRTT to be cancelled or avoided or to lapse, the Bank may increase the EPR for the Facility by x% (provided that the EPR may not exceed the CPR at any time).

8. Right To Set-Off/Consolidation/Discharge

- (a) The Customer(s)' obligations, and those of the Security Parties under the relevant Security Documents and given in respect of the Facility will not be satisfied or discharged or released

except on payment of not only all monies secured hereby but also all monies owing or payable or due from the Customer(s) and/or any of the Security Party to the Bank.

- (b) The Bank may, without prejudice to any other remedies it may have, at any time and from time to time:-
- (i) withhold, combine, consolidate or merge the credit balances in any account (whether investment, current, deposit or of other nature and whether in Ringgit Malaysia or other currency) ("**Aggregate Credit Balance**") held by the Customer(s) or any Security Party at any of the Bank's branches. If any credit balance is in a currency other than Ringgit, the Bank may withhold an amount in that currency which is a reasonable estimate of the equivalent in Ringgit based on its spot rate of exchange on that day to facilitate the withholding, combination, consolidation and merger of such credit balances; and
 - (ii) give the Customer(s) and/or the Security Party at least seven (7) calendar days' written notice and thereafter debit, transfer and/or set-off the Aggregate Credit Balance against the outstanding amounts under the Facility and/or the Security Documents. If any part of the Aggregate Credit Balance is in a currency other than Ringgit, the Bank will convert that credit balance into Ringgit as its spot rate of exchange on that day.
- (c) If the Property is put up for sale by way of auction, the Bank is entitled to set-off the auction proceeds against the outstanding amounts under the Facility even when the Bank has exercised its rights to bid at the auction.

9. Notices

- (a) Any notice required to be given to the Bank (i) must be in writing; (ii) signed by the Customer(s); and (iii) will be effective only on receipt by the Bank, as evidenced by an acknowledgement of the Bank.
- (b) Notices and other communications to the Customer(s) will be sent to the Customer(s)' last known address or number maintained in the Bank's records and be deemed to have been received by and served on the Customer(s):
- (i) if sent by post, on the seventh (7th) day after posting;
 - (ii) if delivered personally, at the time of delivery or despatch;
 - (iii) if by courier, immediately on the Customer(s)' acknowledgment on the courier consignment note;
 - (iv) if by any forms of instantaneous communication (including e-mail, short message service (sms) and voice recording), immediately.

It will be the Customer(s)' responsibility to ensure that any notices sent to the Customer(s) via any of the modes stated above are not read or accessed by any third party. The Bank will not be responsible in any manner for any embarrassment caused or for any loss or damage however arising, by the third party reading or accessing such notices.

- (c) The Customer(s) must notify the Bank promptly if there is any change to the Customer(s)' or any Security Party's (i) correspondence address; (ii) telephone number(s); (iii) e-mail address(es); and/or (iv) other particulars recorded with the Bank (collectively "**Personal Particulars**") via channels allowed by the Bank, to ensure that all correspondence and/or communications reach the Customer(s) and the Security Party in a timely manner.

10. Disclosure

- (a) The Customer(s) agrees that the Bank may and authorises the Bank to disclose any information relating to the Facility, the Security Documents, the security interests created under the Security Documents, and/or the Customer(s)' affairs or accounts to:

- (i) the Bank's agents, service providers, auditors, legal counsel, other professional advisors, any contractor appointed to carry out construction or renovation of the Property, any developer of the Property and any Security Party, and to any party in an agreement which relates to or forms the basis for the security provided by any Security Party, whether in or outside Malaysia;
 - (ii) the Credit Bureau established by BNM, Dishonoured Cheques Information System ("DCHEQS") and other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank;
 - (iii) any financial institutions with which the Customer(s) has or propose to have dealings;
 - (iv) any Takaful Operator with whom the Bank may choose to take up Takaful certificate in relation to the Property or Facility;
 - (v) entities within the corporate group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("**Group Companies**") whether such Group Companies are residing, carrying on business, incorporated or constituted within or outside Malaysia;
 - (vi) any person or entity as required by law or regulation or pursuant to any subpoena or order of court, whether in or outside Malaysia;
 - (vii) for facilitating the business, operations, facilities and services of or provided by the Bank and/or the Group Companies;
 - (viii) any person or entity as required by law or pursuant to any subpoena or order of court, whether in or outside Malaysia.
- (b) Disclosure to Group Companies will be for facilitating the operations, businesses, cross-selling and other purposes of the Bank and/or the Group Companies. Disclosure for cross selling will not be made if the Customer(s) objects to it by contacting the Bank at CIMB Islamic Bank Berhad, Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan, Tel No: +603 6204 7788.
- (c) If the Bank intends to share the Customer(s)' information (excluding information relating to the Customer(s)' affairs or account(s)) with third parties for strategic alliances, marketing and promotional purposes, the Bank will ensure that prior consent from the Customer(s) has been obtained.
- (d) If the Property or any property and/or asset offered to the Bank as security is/are subject to an existing encumbrance in favour of another person, the Customer(s) is/are, by accepting this Letter of Offer irrevocably:
- (i) authorising the Bank and its solicitors to find out the outstanding amount that must be paid to discharge or release such encumbrance;
 - (ii) authorising the Bank to a) pay the outstanding amount, b) obtain a discharge or release of the encumbrance and c) receive from the existing encumbrancer the title to the assets or other document evidencing the title to the asset, on the Customer(s)' behalf;
 - (iii) authorising the existing encumbrancer to:
 - a) disclose the outstanding amount to the Bank; and
 - b) permit the Bank to perform the actions referred to in (b) above;
 - (iv) authorising the Bank to disclose to the existing encumbrancer relevant information relating to the Facility;
 - (v) undertaking to sign and do or cause to be signed and done all authorisation, documents, acts and things as may be necessary.

11. Valuation

- (a) The Bank may at its cost appoint a valuer to carry out a valuation or revaluation on the Property at any time during the Tenure. The Customer(s) must give the appointed valuer the right to enter and access the Property or any written authorisation as required to ensure the valuer is given entry and access to the Property.

- (b) Any determination of the Bank as to the value of or attributable to the Property will be final, conclusive and binding on the Customer(s).

12. Costs, Fees, Charges And Payments

- (a) The Customer(s) will pay and bear from time to time (including on demand) all costs, fees, disbursements, charges, expenses, taxes and other monies in any way connected with or arising out of any of the Security Documents and/or the Property including but not limited to:
- (i) the Bank's Solicitors' costs on a full indemnity basis and charges by the Bank's valuers, appraisers, estate agents and auctioneers if the Customer(s) fail to make any payment when due or when an Event of Default happens;
 - (ii) all quit rent, assessment, rates, taxes, drainage charges, sewerage charges, service charges, maintenance fee, takaful contributions/insurance premiums, sinking fund payments and other outgoings, charges and other payments that are payable in respect of the Property and any other asset subject to the Bank's interest under any Security Document;
 - (iii) all payments incurred or paid by the Bank in the a) negotiation, preparation, execution, completion, stamping, registration and perfection of any Security Document and/or any other security; b) collection of any monies due under any Security Document; and/or c) enforcement and/or preservation of any security and/or any of the Bank's rights under the Security Documents and d) review of the Facility or any variation of its terms;
 - (iv) all monies required to be paid by any Security Party under any Security Document which have not been so paid, but are paid by the Bank on behalf of or in lieu of such Security Party;
 - (v) all such costs, fees, charges, expenses, taxes and monies referred to in any of the provisions of the Security Documents or otherwise payable by the Customer(s) to the Bank including but not limited to the processing fee, the redraw fee and the ring fence processing fee (if any).

(all the above (i), (ii), (iii), (iv) and (v) collectively "**Costs, Fees, Charges and Payments**").

- (b) If any Costs, Fees Charges and Payments are not paid by the Customer(s) and/or any Security Party when due or payable, the Bank may pay the same on the Customer(s)' and/or the relevant Security Party's behalf and any such payment by the Bank will be charged to the Customer(s)' Facility account.

13. Sale/Transfer/Assignment

- (a) The Bank will be entitled at any time to sell, transfer or assign all or any part of its rights, title, interest, benefits and obligations under any of the Security Documents to any person without your consent provided such sale, transfer or assignment does not materially and adversely affect your rights and interests under the Security Documents. The Bank will give the Customer(s) and/or the relevant Security Party at least seven (7) calendar days' prior notice of any such sale, transfer or assignment.
- (b) The Customer(s) will not transfer or assign any of the Customer(s)' rights, benefits and obligations under any of the Security Documents without the prior written consent of the Bank and any purported assignment or transfer without such consent will be null and void.

14. Statement By Bank

A statement or notice as to the amount of any balance owing or any liability incurred or due to the Bank or as to the rate of or the amount of profit payable that is (i) issued by a manager or any authorised officers or agents; or (ii) issued by the Bank and generated by a computer, will be conclusive evidence of the facts

stated therein for all purposes (including but not limited to legal proceedings), except in the case of fraud or manifest error.

15. Right To Outsource Debt Collection

If any money is due and payable under the Facility, the Bank may appoint an external debt collection agency and will give the Customer(s) at least seven (7) calendar days' prior notice of such appointment.

16. Completion Of Security Documents

The Customer(s) and the Security Party (where applicable) must sign all Security Documents within three (3) months from the date of this Letter of Offer or such other later date as the Bank may agree in writing (with the exception of this Letter of Offer which must be accepted and returned to the Bank within 14 days), otherwise the Facility will be cancelled or terminated.

17. Governing Law

The Security Documents and other documents executed by the Bank and/or the Customer(s) pursuant to the Facility will be governed by and construed in accordance with the laws of Malaysia and the parties agree to submit to the exclusive jurisdiction of the Malaysian courts.

18. General

- (a) If the Customer(s) give a false, untrue or inaccurate Statutory Declaration, that the Customer(s) do not have more than two (2) outstanding housing/financing facilities (including the Facility) whether as sole or joint customer secured against residential property, then the Bank may reduce the Facility to not more than 70% of the purchase price of the Property stated in the SPA or market value of the Property as determined by the Bank, whichever is lower.
- (b) If there is a change at any time in the fees and charges or profit rates as a result of a change in the Customer(s)' risk profile, the Bank is entitled to change the fees and/or charges and/or the profit rates applicable to the Facility at such time, by providing the Customer(s) with at least twenty one (21) calendar days' prior notice. If there is a variation of the BR, the Bank will publish such change in rate at its branches and website no later than the effective date of the variation of the BR.
- (c) The Customer(s) is responsible for informing the Bank and providing supporting documents to the Bank if there is a change to the date or period for delivery of vacant possession of the Property. The Bank is not obliged to change any of the terms and conditions in this Letter of Offer, including the commencement date of the first Monthly Instalment, the Availability Period or the Tenure of the Facility.

19. Complaint Handling

Any complaints should be directed to the Bank at CIMB Islamic Bank Berhad, Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan, Tel No: +603 6204 7788.

