

Dated the day of 20

Between



CIMB ISLAMIC BANK BERHAD(671380-H)

And

[NAME OF PARTY]

DEED OF ASSIGNMENT

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT made on the day of 20 BETWEEN:-

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 Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur and having its place of business at the address set out in Item 1(a) of the First Schedule hereto (hereinafter called “the Bank”) and the party(ies) whose name and particulars are as set out in Item 1(b) of the First Schedule hereto (hereinafter referred to as “the Assignor(s)”).

ARTICLE I RECITALS

Section 1.1 The Property

The Assignor(s) is the beneficial owner of all that parcel/piece of property which particulars are set out in Item 3 of the First Schedule hereto (hereinafter referred to as “the Property”) erected or forming part of the piece(s) of land(s) particulars of which are as set out in Item 3 of the First Schedule hereto (hereinafter referred to as “the Land”) pursuant to a Sale and Purchase Agreement which particulars are as set out in Item 4 of the First Schedule hereto (hereinafter referred to as “the Principal Sale and Purchase Agreement/Sale and Purchase Agreement” where applicable as the case may be) entered into between the party(ies) whose name(s) and particulars are as set out in Item 5 of the First Schedule hereto (hereinafter referred to as “the Developer/Vendor”) of the first part and the Assignor(s) or the person(s) named in the Principal Sale and Purchase Agreement in the case where the Assignor(s) is not the first purchaser (hereinafter referred to as “the Original Purchaser”) of the second part and where applicable the party whose name and particulars are as set out in Item 6(a) of the First Schedule hereto (hereinafter referred to as “the Proprietor”) of the final part, the Developer/Vendor/Proprietor agreed to sell and the Assignor(s)/the Original Purchaser agreed to purchase the Property at the purchase price and upon the terms and conditions contained in the Principal Sale and Purchase Agreement/Sale and Purchase Agreement. In the case where the Assignor(s) is not the first purchaser, the full particulars of the sub-sales, assignments and reassignments up to the one between the Assignor(s) and the Vendor are described in the Second Schedule hereto.

Section 1.2 Letter of Consent

Pursuant to the Letter of Consent made on the day and year stated in Item 8 of the First Schedule hereto (hereinafter referred to as “the Letter of Consent”) the Assignor(s) hereby consent the Customer(s) whose name(s) and particulars are as set out in Item 2 of the Schedule hereto to deal with the Property for a financing facility and further executed documents as mentioned in Section 1.3 herein below under the Shariah principles of Ijarah Muntahiyah Bittamlik and subsequently the Assignor(s) as the beneficial owner of the Property shall execute this Deed of Assignment in favour of the Bank as security for the Ijarah Property Financing-i facility which has been granted to the Customer(s) and the Secured Amount.

Section 1.3 Ijarah Property Financing-i Facility

At the consent of the Assignors, the Customer(s) has applied to the Bank for a financing facility in accordance with the Shariah principle of Ijarah Muntahiyah Bittamlik the particulars of which are as set out in Item 11 of the First Schedule hereto (hereinafter referred to as “the Facility”) whereby in accordance with the terms of the Ijarah Property Financing-i Facility under the Bank's letter of offer which particulars are as set out in Item 7 of the First Schedule hereto (hereinafter referred to as “the Letter of Offer”), the Customer(s) have executed the following documents:-

- (a) Facility Agreement which particulars are as set out in Item 9 of the First Schedule hereto (hereinafter referred to as “the Facility Agreement”); and
- (b) Property Purchase Agreement which particulars are as set out in Item 10 of the First Schedule hereto (hereinafter referred to as “the Property Purchase Agreement”).

Section 1.4 No separate title

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

Section 1.5 Execution of this Deed of Assignment

It is a term of the Letter of Offer and the Facility Agreement that the payment of all monies due and payable by the Customer(s) and/or the Assignor(s) to the Bank pursuant to the Transaction Documents and the Secured Amounts 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 in the same manner as described above 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 Assignor and or the Customer 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 loan 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 INTERPRETATIONS

Section 2.1 Definitions used in the 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, the same meanings as defined in the 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;

“Assignor(s)” means the party(ies) whose name(s) and particulars are as set out in Item 1(b) of the First Schedule hereto and shall, where the context so admits, include his/her/their/its heirs, personal representatives, successors in title and assigns as the case may be;

“Bank” means 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 Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur and having its place of business at the address set out in Item 1(a) of the First Schedule and shall, where the context so admits, include persons deriving title thereunder and its successors in title and assigns and shall include any branch office of the Bank;

“Bank’s Purchase Price” shall have the meaning assigned to it in the Facility Agreement;

“Business Day” means a day on which financial institutions are open for business in West Malaysia, Sarawak or Sabah as the case may be and on which transactions of the nature required by this Deed of Assignment are carried out;

“Charge” means the legal charge over the Property in the form and substance acceptable to the Bank executed or to be executed by the Assignor(s) in favour of the Bank pursuant to the terms of the Facility Agreement;

“Customer(s)” means the party(ies) whose name(s) and particulars are as set out in Item 2 of the First Schedule hereto and shall, where the context so admits, include its heirs, personal representatives, successors in title and assigns as the case may be;

“Developer/Vendor” means the party(ies) whose name and particulars are as set out in Item 5 of the First Schedule hereto and includes its successors in title and permitted assigns;

“Events of Default” shall have the meaning assigned to it in the Facility Agreement;

“Exercise Price” means the total sale price of the Property as determined based on the Purchase Undertaking and as set out in the Notice of Sale;

“Facility Agreement” means the facility agreement entered between the Bank of the one part and the Customer(s) of the other part on the date as set out in Item 9 of the First Schedule hereto in relation to the Ijarah Property Financing-i Facility in accordance with the financing procedure of the Bank which lay out the terms and conditions of the Ijarah Property Financing-i Facility and links the Transaction Documents and includes any amendments, variations and / or supplementals made or entered into from time to time;

“Facility Period” means the payment period of the Ijarah Rental Payments in relation to the Ijarah Property Financing-i Facility as set out in the Facility Agreement;

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

“Ijarah Muntahiyah Bittamlik” means the Shariah principle relating to Ijarah (lease) contract where the benefits or usufruct of the Property is transferred by the owner (lessor) to the lessee at an agreed rental amount for an agreed period of time or lease period in which such lease will end with transfer of ownership by the owner (lessor) to the lessee;

“Ijarah Rental Payments” means the Ijarah rental payments payable by the Customer(s) and/or the Assignor(s) to the Bank pursuant to the Ijarah Agreement in the amount and on the dates as set out in the Ijarah Agreement;

“Ijarah Property Financing-i Facility” means the financing facility under the Shariah principle of Ijarah Muntahiyah Bittamlik granted by the Bank to the Customer(s);

“Land” (in the case where the individual title/separate strata title to the Property has not been issued) means all that piece(s) of land(s) on which the Property is erected thereon or forming part thereof particulars of which are as set out in Item 3 of the First Schedule hereto;

“Letter of Offer” means the letter of offer issued by the Bank to the Customer(s) which particulars are as set out in Item 7 of the First Schedule hereto and includes any amendment therein;

“Long-term Houseowner’s Takaful” shall have the meaning assigned to it in the Facility Agreement;

“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 fund as defined in the applicable Acts;

“National Land Code” means the National Land Code, 1965, including any statutory amendment or reenactment thereof;

“Notice of Sale” means the notice of sale issued by the Bank to the Customer(s) and/or the Assignor(s) relating to the sale of the Property by the Bank to the Customer(s) and/or the Assignor(s) at the Exercise Price and includes any amendments, variations and/ or supplementals made or entered into from time to time;

“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(b) 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 hereof;

“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 4(b) of the First Schedule hereto 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;

“Property Purchase Agreement” means the property purchase agreement entered between the Customer(s) of the one part and the Bank of the other part which particulars are as set out in Item 10 of the First Schedule hereto relating to the purchase of the Property by the Bank from the Customer(s) at the Bank’s Purchase Price and includes any amendments, variations and / or supplementals made or entered into from time to time;

“Proprietor” means where applicable the party(ies) whose name and particulars are as set out in Item 6(a) of the First Schedule hereto;

“Property” means (i) the property described under Item 3 of the First Schedule hereto which includes any building and fixture now or hereafter or from time to time erected thereon or affixed thereto or any part or portion thereof; and (ii) where applicable shall include any Accessory Parcel appurtenant thereto under the relevant Acts;

“Sale and Purchase Agreement” means the sale and purchase agreement of the date stated in Item 4(a) of the First Schedule hereto made between the Assignor(s) of the first part and the Developer/Vendor of the second part (which expression shall where the context so permits include any agreement for the purchase of any Accessory Parcel) and (if applicable) the Proprietor of the final part wherein the Developer/Vendor and the Proprietor (if applicable) agreed to sell and the Assignor(s) agreed to purchase the Property upon the terms and conditions contained therein and in the case where the Assignor(s) is not the first purchaser, the full particulars of all sales, sub-sale assignments and reassignments up to the one between the Assignor(s) and the Vendor are described in the Second Schedule hereto;

“Sale and Purchase Price” shall have the meaning assigned to it in the Sale and Purchase Agreement;

“Secured Amounts” means the aggregate of the payments due and payable by the Assignor(s) and/or the Customer(s) to the Bank pursuant to the Ijarah Agreement and any of the followings:

- (i) the payments due and payable by the Assignor(s) and/or the Customer(s) to the Bank pursuant to the Purchase Undertaking upon any occurrence of Event of Default by the Assignor(s) and/or the Customer(s); or
- (ii) the payments due and payable by the Assignor(s) and/or the Customer(s) to the Bank pursuant to the Notice of Sale upon early settlement of the Ijarah Property Financing-i Facility or expiry of the Facility Period, where applicable

and all or any moneys, obligations and liabilities whatsoever whether for principal, profit, commission or otherwise which may now or at any time in the future be due, owing or incurred by the Customer and or the Assignor(s) 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 or in any other manner whatsoever and including but without limitation all moneys due under the Transaction Documents including the Ijarah Property Financing-i Facility, all expenses and ta'widh (compensation);

“Security Documents” means this Deed of Assignment and the other additional Security Documents as set out in Item 13 of the First Schedule of the Facility Agreement and shall include any other documents for the time being or from time to time constituting security for the obligations, liabilities and indebtedness of the Customer(s) and the Assignor(s) and reference to “Security Documents” include reference to any one thereof; and

“Security Party(ies)” means the Assignor(s) and the party(ies) executing the Security Documents or from time to time required by the Bank to provide security to the Bank and reference to the Security Party(ies) includes reference to any one thereof..

“Transaction Documents” means the Facility Agreement, the Property Purchase Agreement, the Ijarah Agreement, the Maintenance Agreement, the Purchase Undertaking, the Notice of Sale and the Security Documents.

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.
- (e) References to the provisions of any legislation includes a reference to any statutory modification or re-enactment thereof.

- (f) Any liberty or power which may be exercised or any determination which may hereunder by the Bank may be exercised or made at the Bank's absolute or unfettered discretion and the Bank shall not be under any obligation to give any reason thereof to the Customer(s) and/or 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 Deed of Assignment 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 (s) hereto shall form an integral part of this Deed of Assignment 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 Assignor(s)", all agreements, covenants, terms, stipulations and undertakings expressed to be made by and on the part of the Assignor(s) shall be deemed to be made by or binding upon such persons or parties jointly and severally.

Section 2.4 Facility Agreement incorporated into this Deed of Assignment

All the provisions of the Facility Agreement whether repeated herein or not are incorporated into and form part of this Deed of Assignment and all representations, warranties and covenants made therein by the Customer(s) and/or the Assignor(s) shall be deemed to have been made by the Customer(s) and/or Assignor(s) and references to the Customer(s) and/or the Assignor (s) in the 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 Facility Agreement consistent with the provisions of this Deed of Assignment, in the event of any conflict or discrepancy between the provisions of the Facility Agreement 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 notwithstanding the assignment herein contained or any other provision of the Facility Agreement, the Assignor(s) shall and hereby undertake(s) to continue to observe and be bound by all whatsoever conditions, covenants 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 under the Ijarah Property Financing-i Facility to the Developer/Vendor or such other persons under the terms and conditions of the Facility Agreement) 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 Customer(s) and/or 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 Document(s) are expressly intended to be and shall be a continuing security for the payment of the Secured Amounts under the Ijarah Property Financing-i Facility and all other monies and liabilities whatsoever as may now or at any time and from time to time hereafter be payable by the Customer(s) and/or Assignor(s) whether alone or jointly and severally with another or others and whether as principal or surety notwithstanding that the Customer(s) and/or Assignor(s) may at any time or times cease to be under an obligation to pay to the Bank under the Ijarah Property Financing-i Facility for any period or periods and notwithstanding that the account or accounts of the Customer(s) and/or Assignor(s) with the Bank shall cease to be current for any reason whatsoever and notwithstanding any settlement of account or accounts or otherwise.

Section 3.4 Covenant to provide further security

- (i) The Customer(s) and Assignor(s) will at any time and when required by the Bank 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 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 Assignor(s) (including any vendor's lien) and the benefit of all licences held in connection therewith to secure all monies and liabilities hereby agreed to be paid or intended to be hereby secured such mortgages, charges, assignment, transfers, agreements or other assurances to be prepared by or on behalf of the Bank at the cost of the Customer(s) and Assignor(s) and to contain all such terms and conditions for the benefit of the Bank as the Bank may require or stipulate.
- (ii) The Customer(s) and 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 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 Assignor(s) or otherwise belonging to the Customer(s) and 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
COVENANTS RELATING TO THE PROPERTY

Section 4.1 Delivery of vacant possession

Notwithstanding anything in this Deed of Assignment contained, it is hereby declared that during the continuance of the assignment hereunder and until a separate issue document of title/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 sole and absolute right and power to deal with the Property in any manner in its absolute 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 Customer(s) and/or Assignor(s) shall, at the Customer(s) and/or Assignor(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 Customer(s) and/or Assignor(s) shall comply with and observe all the conditions, restrictions and category of the 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 as well as the provisions of any Act of Parliament, Ordinance or Enactment for the time being in force and of any rules, regulations or order made thereunder affecting the same.

Section 4.3 User of the Property

The Customer(s) and/or 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 haram 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 plans referred to in Section 4.14 may be rendered void or voidable. Upon receipt of notice in writing from the Bank that in the opinion of the Bank any user by the Customer(s) and/or 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 Customer(s) and/or Assignor(s) shall forthwith discontinue such user.

Section 4.4 Payments of outgoings

The Customer(s) and/or 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 Customer(s) and/or Assignor(s).

Section 4.5 Information on matters affecting the Property

The Customer(s) and/or Assignor(s) shall inform the Bank of any application, demand, notice, order or any other whatsoever 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 Customer(s) and/or 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 Customer(s) and/or 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 Customer(s) and/or Assignor(s) do all such acts and employ all such persons as the Bank may deem fit for the purpose of safeguarding and preserving the Property or any structure or fixture or other erect thereon as aforesaid.

Section 4.6 Dealings with the Property

The Customer(s) and/or 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 Customer(s) and/or 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 prior consent in writing of the Bank which consent may be given or refused without assigning any reason thereof either absolutely or on such terms and conditions as the Bank deems fit and the decision of the Bank shall be final and conclusive.

Section 4.8 Repairs

The Customer(s) and/or 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 Customer(s) and/or 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 Customer(s) and/or 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 or that the Ijarah Property Financing-i Facility is to be utilised for the purposes thereof the Customer(s) and/or 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 be at liberty 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 Clause 16.1 of the Facility Agreement or in respect of any antecedent claim or breach of covenant by the Customer(s) and/or Assignor(s), and/or any of the other Security Party(ies), at such time as the Customer(s) and/or Assignor(s), and/or any of the other Security Party(ies) shall have paid the Bank the Secured Amounts then :-

- (a) the Bank shall at the cost and expense of the Customer(s) and/or 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 Clause 16.1 of the Facility Agreement, 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 Secured Amounts by reason of the compliance by the Bank with the provisions of this Section.

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

The Customer(s) and/or Assignor(s) hereby covenant(s) and undertake(s) to perform, observe, discharge and abide by all and singular the duties, responsibilities, liabilities, obligations and covenants imposed on the Customer(s) and/or 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 Customer(s) and/or Assignor(s)' rights, use and enjoyment of to or in the Property and the common property and the Customer(s) and/or Assignor(s) further covenant(s) and undertake(s) not to do or cause to be done anything contrary to or inconsistent with the aforesaid duties, responsibilities, liabilities, obligations and

covenants respecting the Customer(s) and/or Assignor(s)' use, enjoyment and right of to or in the Property and the common property by the Customer(s) and/or Assignor(s).

Section 4.13 Management fund (where applicable)

The Customer(s) and/or 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 and shall constitute a debt due from the Customer(s) and/or Assignor(s) to the Bank and shall form part of the Secured Amounts.

Section 4.14 Takaful

(a) Customer(s) and Assignor(s) to cover Property

- (i) The Customer(s) and/or Assignor(s) shall cover and cause the Property to be covered 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 takaful plan so taken out. In default whereof the Bank may at its discretion take out such takaful plans and all contribution payable and costs and expenses incurred in respect thereto shall be borne and paid by the Customer(s) and/or Assignor(s) to the Bank on demand for the same being made by the Bank. The Customer(s) and/or Assignor(s) will deposit or cause to be deposited the certificate or certificates 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 certificates 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 Customer(s) and/or Assignor(s) and the Transaction Documents, the Customer(s) and Assignor(s) are to cover and keep covered 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 the Customer(s) and Assignor(s) to take out and maintain a Group Mortgage Takaful Plan on the life of the Assignor(s) and/or Customer(s). The Customer(s) and Assignor(s) hereby agree and undertake to assign absolutely all rights, title, interest and benefits to the proceeds payable under the Group Mortgage Takaful Plan to the Bank as further security and the Customer(s) and Assignor(s) shall name the Bank as the sole beneficiary, in default whereof, the Bank may at its absolute discretion at the cost and expense of the Assignor(s) take out and maintain such plan guaranteeing the payment of all monies owing by the Customer(s) and 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 Group Mortgage Takaful Plan shall be terminated by the Bank and the Bank shall be entitled to claim the surrender value of the takaful certificate.

(c) Restriction against Additional Takaful

The Customer(s) and/or Assignor(s) shall not except at the request or with the consent in writing of the Bank effect or keep on foot any takaful against such 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 Customer(s) and/or Assignor(s) has effected or has kept on foot the takaful plan referred to in Section 4.14(a).

(d) Application of Takaful Monies

(i) The Bank may require any monies received on any takaful plans as aforesaid whether effected by the Bank or by the Customer(s) and/or Assignor(s) to be applied in or towards making good the loss or damage to the Property in respect of which the monies is received OR at the option of the Bank in or towards the payment of the Secured Amounts and the Customer(s) and/or Assignor(s) shall hold the monies so received from takaful plan 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 Customer(s) and Assignor(s) shall continue paying to the Bank whatever monies due and payable herein.

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

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

Section 4.15 Power of Attorney

The Assignor(s) shall execute and deliver or cause the execution and delivery to the Bank a Power of Attorney in the form and substance acceptable to the Bank where the Assignor(s) appoint(s) the Bank or any persons authorised by the Bank for the time being as the attorney of the Assignor(s) upon the terms and subject to the conditions stipulated in the Power of Attorney.

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 Facility Agreement and/or any of the Security Documents or at law 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 absolute 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 absolute discretion think fit free from any interest of the Assignor(s) hereunder or otherwise and the right to bid at any such sale;

- (e) the right to sue and institute by way of civil suit or action for the recovery of the Secured Amounts, whether before first realising the Property or otherwise or concurrently with any of the other rights and remedies of the Bank herein or at law.

AND the Customer(s) and Assignor(s) shall and hereby expressly agree(s), covenant(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 the Secured Amounts due and remaining unpaid under the Ijarah Property Financing-i Facility;
- 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 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) and/or 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 Customer(s) and 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 Customer(s) and Assignor's personal covenant to pay on demand or to restrict, affect or diminish the Bank's rights at law or in equity.

Section 5.4 Concurrent exercise of remedies

The Bank shall have absolute liberty to concurrently exercise all or any of the rights and remedies available to the Bank whether by this Deed of Assignment or at law 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 Customer(s), Assignor(s), the Guarantor(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 Customer(s) and/or Assignor(s) the originating process shall be deemed to have been duly served on the Customer(s) and/or 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 Customer(s) and/or Assignor(s) abovementioned or at such other address as the Customer(s) and/or Assignor(s) may notify the Bank by way of AR registered post from time to time which address shall be within Malaysia;

- (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 Customer(s) and/or Assignor(s) at the address of the Customer(s) and/or Assignor(s) herein stated or such other address as the Customer(s) and/or 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 Customer(s) and/or Assignor(s) change of address if the Bank has actually received the notice of such change sent by the Customer(s) and/or 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 Customer(s) and/or Assignor(s).

ARTICLE VII MISCELLANEOUS

Section 7.1 Payments by Assignor(s)

The Customer(s) and/or 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 Ijarah Property Financing-i Facility may be aborted before utilisation for any reason whatsoever. The Bank reserves the right to debit all such expenses from the Customer(s) and/or 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 Customer(s) and/or 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 said 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

Customer(s) and/or Assignor(s) accounts and payable by the Customer(s) and/or Assignor(s) to the Bank on demand or if more than one facility 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 shall be charged on the Property as part of the Secured Amounts under the Ijarah Property Financing-i Facility.

- (b) In the event of default by the Customer(s) and/or Assignor(s) in payment of any monies payable by the Customer(s) and/or Assignor(s) to any person or authority whomsoever under or pursuant to the provisions of this Deed of Assignment, the Facility Agreement, the Transaction Documents, the Sale and Purchase Agreement, it shall be lawful for but not obligatory upon the Bank to make such payments on behalf of the Customer(s) and/or Assignor(s), whereupon the Bank reserves the absolute right to debit the Customer(s) and/or Assignor(s) account with all such monies expended by the Bank.
- (c) The payments made by the Bank under the provisions of this Section 7.2(a) and 7.2(b) shall constitute a debt due from the Customer(s) and/or Assignor(s) to the Bank and shall form part of the Secured Amounts.

7.3 Consolidation

The Assignor agrees (and irrevocably authorises the Bank until this Assignment is terminated) that the Bank may at any time without notice, 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 respective heirs, personal representatives and successors-in-title of the Customer(s) and 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 Ijarah Property Financing-i Facility 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 the Secured Amounts in accordance with the Transaction Documents and the Bank is entitled to recover the same under this Deed of Assignment notwithstanding Section 8(2A) of the Bankruptcy Act, 1967.

Section 7.8 Applicability of Malay Reservation Enactment

For the avoidance of doubt it is hereby agreed and declared that the assignment under this Deed of Assignment is entered into for the purpose of and in order to effect the financing transaction in accordance with the Shariah banking principle of Ijarah Muntahiyah Bittamlik and in the event that the provisions of the respective Acts or any Malay Reservation Enactments of the States of Peninsular Malaysia shall become applicable or would be contravened in the process unless an approval of a Ruler in Council or any other approval required under the applicable Acts is obtained or become necessary, it shall be the sole responsibility of the Customer(s) and/or Assignor(s) to obtain such approval prior to the execution of the Transaction Documents and the Customer(s) and/or Assignor(s) hereby undertake(s) with the Bank to obtain or cause to obtain such approval.

Section 7.9 Entire Agreement

The Letter of Offer and the Transaction Documents, the Schedule hereto and any document or instrument attached hereto or referred to herein or therein or executed in connection with the Bank's Purchase Price shall be read and construed together as an entire agreement and one single transaction for the purpose of granting the Bank's Purchase Price and the same shall supercede all oral negotiations and prior correspondences in respect of the subject matter hereof.

Section 7.10 Time

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

Section 7.11 Cross default

It is hereby expressly agreed and declared that any breach by the Customer(s) and/or the Assignor(s) of the terms conditions stipulations and agreements contained in this Deed of Assignment and in any other Transaction Documents in favour of the Bank and/or any document(s) in favour of other financial institution shall be deemed to be a breach hereunder and shall entitle the Bank to enforce all or any of the remedies hereinbefore mentioned

Section 7.12 Principal and secondary instruments

IT IS HEREBY AGREED AND DECLARED that the Transaction Documents are all instruments employed in one transaction relating to the Ijarah Property Financing-i Facility for the purpose of Section 4(3) of Stamp Act, 1949, (Consolidated and Revised in 1989) the Facility Agreement shall be deemed to be the principal instrument and the other Transaction Documents as the case may be shall be deemed to be subsidiary or secondary instruments.

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

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

SIGNED by the ASSIGNOR(S))

)

)

in the presence of :-)

SIGNED by)

)

as Attorney of)

CIMB ISLAMIC BANK BERHAD (671380-H),)

in the presence of :-)

.....

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, covenant 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 :-)

THE FIRST SCHEDULE

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

ITEM	MATTER	PARTICULARS
1. (a)	PLACE OF BUSINESS OF THE BANK (Party Section)	
(b)	NAME AND PARTICULARS OF THE ASSIGNOR(S) (Party Section)	
2.	PARTICULARS OF THE CUSTOMER(S) (Section 1.2)	
3.	PARTICULARS OF THE PROPERTY AND THE LAND (Section 1.1)	
4(a).	DATE OF THE SALE AND PURCHASE AGREEMENT (Section 1.1)	
(b)	PARTICULARS OF THE PRINCIPAL SALE AND PURCHASE AGREEMENT	DATE: PARTIES:
5.	PARTICULARS OF THE DEVELOPER/ VENDOR (Section 1.1)	
6(a).	PARTICULARS OF THE PROPRIETOR	

ITEM	MATTER	PARTICULARS
	(Section 1.1)	
(b).	PARTICULARS OF THE ORIGINAL PURCHASER (if applicable) (Section 1.3)	
7.	DATE OF THE LETTER OF OFFER (Section 1.3)	
8.	DATE OF THE LETTER OF CONSENT (Section 1.2)	
9.	DATE OF THE FACILITY AGREEMENT (Section 2.2)	
10	DATE OF THE PROPERTY PURCHASE AGREEMENT (Section 2.2)	
11.	PARTICULARS OF THE FACILITY	

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)