

Dated the day of 20

Between



CIMB ISLAMIC BANK BERHAD (671380-H)

And

[NAME OF PARTY]

POWER OF ATTORNEY

POWER OF ATTORNEY

THIS POWER OF ATTORNEY made on the _____ day of _____, 20____ is given to 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 its place of business at the address as set out in Item 1(a) of the Schedule hereto (“the Bank”); by the party(ies) whose name and particulars are as set out described in Item 1(b) of the Schedule hereto (“the Assignor(s)” which expressions shall refer to him in his capacity as Chargor(s) of the Property where the individual title to the Property has been issued).

WHEREAS :

I. The Property

- (A) The Assignor(s) is/are the beneficial owner(s) of all that parcel/piece of property which particulars are set out more particularly described in Item 3 of the Schedule hereto (“the Property”) which expression shall where the context so permits include any accessory parcel, buildings and/or fixtures, erected or forming part of the piece(s) of land(s) more particularly described in Item 3 of the Schedule hereto (“the Land”) pursuant to a Sale and Purchase Agreement dated the day and year stated in Item 4 of the Schedule hereto (“the Sale and Purchase Agreement” where applicable as the case may be) which expression shall where the context so permits include the car park agreement (if any) made between the Assignor(s) of the first part and the party described in Item 5 of the Schedule hereto (“the Developer/Vendor”) of the second part and the party (if any) described in Item 6 of the Schedule hereto if applicable (“the Proprietor”), if applicable of the final part, the Developer/Vendor agreed to sell and the Assignor(s) agreed to purchase the Property at the price and on the terms and conditions therein mentioned.
- (B) (Where applicable) In the case where the Assignor(s) is not the first purchaser and the separate document of title/strata title in respect of the Property has not been issued by the relevant authorities, the expression “Sale and Purchase Agreement” shall refer to the Principal Sale and Purchase Agreement dated the day and year stated in Item 7 of the Schedule hereto (“the Principal Sale and Purchase Agreement”) between the party(ies) named therein and as described in Item 8 of the Schedule hereto (“the Original Purchaser(s)”) and the Developer as described in Item 9 of the Schedule hereto (“the Developer”) and the full particulars of all sales, sub-sales, assignments and reassignments up to the one between the Assignor(s) and the Vendor are described in the Second Schedule of the Deed of Assignment referred to in Recital (IV) below.

II. Letter of Consent

Pursuant to the Letter of Consent made on the day and year stated in Item 13 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 Recital (III) below under the Shariah principle of Ijarah Muntahiyah Bittamlik and subsequently the Assignor(s) as the beneficial owner of the Property agreed to grant to the Bank a Power of Attorney as security for the Ijarah Property financing-i facility which has been granted to the Customer(s).

III. 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 upon the terms and subject to the conditions set out in the Facility Agreement (“Facility Agreement”) and the Property Purchase Agreement (“Property Purchase Agreement”) dated the day and year as stated in Item 10 and Item 11 of the Schedule hereto, respectively.

IV. Separate Document of Title/ Strata Title

- (a) The monies payable under the Transaction Documents (“the Indebtedness”) is secured by a charge dated the day and year stated in Item 12(a) of the Schedule hereto or intended to be secured by a charge (“the Charge”) over the Property.
- (b) The separate document of title/strata title in respect of the Property *has/has not been issued by the relevant authorities.
- (c) Pending the issue by the relevant authorities of the separate document of title to the Property and the registration of the Charge, the Assignor(s) has by a Deed of Assignment dated the day and year stated in Item 12(b) of the Schedule hereto assigned absolutely to the Bank inter alia all its rights title and interest in and to the Sale and Purchase Agreement and the Property upon the terms set out therein.

V. Execution of this Power of Attorney

The Assignor(s) has agreed to grant to the Bank a Power of Attorney upon the terms hereinafter contained.

Pursuant to the Facility Agreement and the Property Purchase Agreement and for the consideration stated therein the Assignor(s) do hereby irrevocably appoint(s) the Bank or any person authorised by the Bank or any and every of its General Manager, Assistant General Manager or Manager and his or their substitute or substitutes as attorney of the Assignor(s) (“the Attorney(s)”) and in the Assignor(s)’ name(s) and on the Assignor(s)’ behalf to deal with the Property as fully and effectually as the Assignor(s) could do himself/herself/themselves in any manner whatsoever including:-

1. to enforce all covenants in the Sale and Purchase Agreement;
2. to grant leases or tenancies of the Property or any parts thereof to such person at such rent and upon such terms as the Bank shall think fit at its absolute discretion and to let any such person into possession thereof and to accept surrenders of leases and tenancies;
3. to accept and execute a transfer of the Property from the Developer/ Vendor/ Proprietor on behalf of the Assignor(s) and to charge the same to the Bank to secure the payment of the Indebtedness, upon the issuance of the individual or strata title to the Property or at any time thereafter and to execute all necessary documents including the memorandum of transfer in relation to the Property and the Charge (which shall be in form and manner satisfactory to the Bank);
4. to take and accept delivery of the individual or strata title relating to the Property;
5. to assign or transfer or sell the Property or any part thereof either by private treaty or by public auction for such consideration and subject to such exceptions, reservations, covenants and conditions, if any, as he may think fit and to give receipts for all or any part of the purchase money or other consideration received and apply the same towards settlement of the Indebtedness;
6. to apply for and obtain the State Authority’s consent to transfer and/or charge the Property, if such consent is required;
7. to do everything whatsoever which may be necessary, desirable incidental or proper for carrying any agreement for the sale into complete effect and execution in such manner that all the Assignor(s)’ estate, right, title and interest in and to the Property (but subject to any such exceptions, reservations, covenants and conditions as aforesaid) may be effectually and absolutely assigned or transferred to the purchaser or respective purchasers thereof and in such manner and form as he or they may direct or appoint;

8. to make application which are necessary for the purposes of obtaining the approval of the relevant authorities for the surrender, subdivision, amalgamation, conversion or variation of any conditions or restriction of land use as may be required by the Bank, to surrender the title(s) to the relevant authorities for the aforesaid purposes and to collect the relevant title(s) from the aforesaid authorities upon completion of the relevant process;
9. to collect all monies and payments in any form and manner whatsoever which may be due and payable to the Assignor(s) by any person in respect of and arising from the Property and to give good effectual receipt and discharge of the same;
10. to cause this Power of Attorney to be registered at the registry of the High Court of Malaya or the Magistrate Court of Sabah (as the case may be);
11. to do all such acts, matters and things including the commencing and prosecuting or defending of any proceedings in connection with the Sale and Purchase Agreement, any other contracts, any contract for the sale of the Property or any part thereof or the rescission of any such contract or the recovery of any deposit or other monies paid thereunder or any matter or thing incidental to the completion of any such contract;
12. to substitute and appoint one or more attorneys under the Attorney(s) for all or any of the purposes aforesaid as the Bank shall think fit;
13. to do all whatsoever acts and execute all necessary documents to give effect to any or all of the aforesaid including giving receipts, execution of all documents including any contract of sale, assignment or transfer in favour of a third party and perfecting the aforesaid documents whether by registration or otherwise, and

the Assignor(s) hereby declare(s) that all and every receipt, deed, agreement, transfer, instrument, document or thing given, made, executed or done by the Bank or any person authorised by the Bank for the aforesaid purposes shall be as good, valid and effectual for all intents and purposes as if the same had been given, made, executed or done by the Assignor(s) himself/herself/themselves.

AND the Assignor(s) hereby agree(s) to indemnify the Bank and any person authorised by the Bank against all costs, charges, expenses, fees (including legal fees on a solicitor and own client basis) and losses which the Bank or any person authorised by the Bank may incur in the lawful exercise of the powers hereby conferred on the Bank or person authorised by the Bank.

AND the Assignor(s) hereby agrees to ratify everything that the Attorney(s) does on the Assignor(s)' behalf whilst acting in pursuance of the authority conferred on the Attorney(s) by this power.

The Assignor(s) hereby acknowledge(s) and confirm(s) that this Power of Attorney has been given for valuable consideration and is irrevocable except with the written consent of the Bank.

The Assignor(s) further acknowledge(s) and confirm(s) that this Power of Attorney is in addition and without prejudice to any other security documents relating to the grant of the Facility for the amount of the Bank's Purchase Price.

This Power of Attorney shall bind the Assignor(s)' heirs, personal representatives, liquidators, receivers, successors in title and permitted assigns as the case may be and shall inure to the benefit of the Bank, and the Bank's successors and assigns.

The expressions used in this Power of Attorney shall have, unless repugnant to the context, the same meanings as defined in the Facility Agreement.

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IN WITNESS WHEREOF the hand of the Assignor(s) were hereunto set/affixed.

SIGNED by the Assignor(s))

)

in the presence of:-)

[Note: "Assignor(s)" would also include the Customer in the event that the Customer is a joint-owner of the Property together with third parties]

Witness

Name :

N.R.I.C No. :

(Authentication Clause)

I, _____, an Advocate and
Solicitor of the High Court of *Malaya/Sabah & Sarawak practising at
hereby certify that the signatures of the Assignor(s) abovenamed, were written in my presence on this
day of _____, 20____, and is, to my own personal knowledge, the true signature(s) of

who have acknowledged to me that he/they is/are of full age and that he/they has/have voluntarily executed this
instrument.

Witness my hand

Advocate & Solicitor

THE SCHEDULE

(which is to be taken read and construed as an integral part of this Power of Attorney)

ITEM	MATTER	PARTICULARS
1(a)	PLACE OF BUSINESS OF THE BANK	
1(b)	NAME AND PARTICULARS OF THE ASSIGNOR(S) [ZICO: "Assignor(s)" would also include the Customer in the event that the Customer is a joint-owner of the Property together with third parties.]	
2.	PARTICULARS OF THE CUSTOMER(S)	
3.	PARTICULARS OF THE PROPERTY AND THE LAND	
4.	DATE OF THE SALE AND PURCHASE AGREEMENT	
5.	PARTICULARS OF THE DEVELOPER/VENDOR	

ITEM	MATTER	PARTICULARS
6.	PARTICULARS OF THE PROPRIETOR	
7.	DATE OF THE PRINCIPAL SALE AND PURCHASE AGREEMENT	
8.	PARTICULARS OF THE ORIGINAL PURCHASER(S) (applicable if the Assignor(s) not the first purchaser)	
9.	PARTICULARS OF THE DEVELOPER (applicable if the Assignor(s) is not the first purchaser)	
10.	DATE OF THE FACILITY AGREEMENT	
11.	DATE OF THE PROPERTY PURCHASE AGREEMENT	
12(a)	DATE OF THE CHARGE	
12(b)	DATE OF THE DEED OF ASSIGNMENT	
13.	DATE OF THE LETTER OF CONSENT	