

Dated

Between

(the “**Customer(s)**”)

and

CIMB Islamic Bank Berhad
(Company No. 671380-H) (the “**Bank**”)

PROPERTY PURCHASE AGREEMENT

In relation to the Ijarah Property Financing-i
Facility granted by CIMB ISLAMIC BANK
BERHAD (Company No. 671380-H) (the “**Bank**”) to
(the “**Customer(s)**”)

Contents

| | | |
|-----------|---|----------|
| 1. | Recitals | 1 |
| 2. | Definitions and Interpretation | 1 |
| | 2.1 Incorporated Definitions | 1 |
| | 2.2 Incorporated Construction, Incorporated Interpretation and Language | 2 |
| 3. | Agreement to Purchase | 2 |
| | 3.1 Purchase of the Property from the Customer(s) | 2 |
| | 3.2 Passing of Beneficial Ownership and/or Rights to the Property | 3 |
| 4. | Stamp Duty Declaration | 3 |
| | First Schedule | 4 |
| | Execution | 6 |

THIS AGREEMENT is made the day and year as set out in Item 1 of the First Schedule Here in between:

- (1) the person whose name, description and present address as set out in Item 2(a) of The First Schedule herein and includes its successors in title and permitted assigns (hereinafter referred to as the “**Customer(s)**”) of the one part;

AND

- (2) **CIMB ISLAMIC BANK BERHAD (Company No. 671380-H)**, a company incorporated in Malaysia under the Companies Act, 1965 with a registered address at Level 13, Menara CIMB, Jalan Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur and its place of business at the address set out in Item 2(b) of the First Schedule herein and includes its successors in title and assigns (hereinafter referred to as the “**Bank**”) of the other part.

1. Recitals

- (A) Pursuant to the Letter of Hibah/the Sale and Purchase Agreement, the Customer(s) has/have acquired the beneficial ownership of the Property upon the terms and conditions of the Letter of Hibah/the Sale and Purchase Agreement.
- (B) Pursuant thereto, the Customer(s) has/have applied to the Bank for the Facility for the purpose of financing the purchase of the Property.
- (C) Subsequent to the application of the Customer(s) for the Facility, the Bank has agreed at the request of the Customer(s) to make available or continue to make available the Facility to the Customer(s) upon the terms and conditions of the Facility Agreement entered into between the Bank and the Customer(s) dated as stated in Item 3 of the First Schedule herein (the “**Facility Agreement**”).
- (D) Pursuant to the Facility Agreement, the Bank and the Customer(s) hereby agree that the Customer(s) shall sell the Property and the Bank, at the request of the Customer(s), shall purchase the Property from the Customer(s) at the Bank’s Purchase Price upon the terms and conditions of this Agreement.

2. Definitions and Interpretation

2.1 Incorporated Definitions

In this Agreement, unless the context otherwise requires and save as specifically defined in this Agreement, words and expressions defined in the Facility Agreement shall have the same meanings when used herein.

Bank’s Purchase Price means the amount as set out in Item 5 of the First Schedule herein; and

Building means the building or buildings erected on the Land more particularly described in Item 4 of the First Schedule

herein;

| | |
|---------------------------|---|
| Facility Agreement | means the facility agreement made between the Bank and the Customer(s) on the date as stated in Item 3 of the First Schedule herein in relation to the Facility in accordance with the financing procedure of the Bank which sets out the terms and conditions of the Facility and links the Transaction Documents and includes any amendments, variations and/or supplementals made or entered into from time to time; |
| Land | Means (if applicable, in the case where the individual title to the Property has not been issued), all that parcel(s)/piece(s) of land(s) on which the Building is erected thereon, the particulars of which are set out in Item 4 of the First Schedule herein; |
| Property | means (i) the property described under Item 4 of the First Schedule herein comprising the Land, the Building and/or any building and fixture now or hereafter or from time to time erected thereon or affixed therein or any part or portion thereof; and (ii) where applicable shall include any Accessory Parcel appurtenant therein under the relevant Acts; and |
| This Agreement | means this property purchase agreement made between The Bank and the Customer(s) 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. |

2.2 Incorporated Construction, Incorporated Interpretation and Language

- (a) In this Agreement, unless the context otherwise requires and save as specifically defined in this Agreement, words, expressions and phrases used in the Facility Agreement shall be construed, interpreted and shall have the same meanings when used herein.
- (b) English is the governing language of this Agreement, all correspondences, notices or other documents required or permitted hereunder and shall prevail over any translations that shall be made of this Agreement.

3. Agreement to Purchase

3.1 Purchase of the Property from the Customer(s)

The Customer(s) hereby sell(s) the Property to the Bank and the Bank hereby purchases the Property from the Customer(s) at the Bank's Purchase Price, subject to those conditions and restriction in interests expressed or implied pertaining to the Property, upon the terms and conditions of this Agreement.

3.2 Passing of Beneficial Ownership and/or Rights to the Property

The Bank and the Customer(s) hereby agree that such beneficial ownership in and/or rights to the Property shall pass to the Bank upon the execution of this Agreement.

4. Stamp Duty Declaration

IT IS HEREBY DECLARED THAT this Agreement and the other Transaction Documents are instruments employed in one transaction to secure the payment of the Facility and all other monies due and owing by the Customer(s) to the Bank and for the purpose of Section 4(3) of the Stamp Act, 1949 (Consolidated and Revised in 1989), the Facility Agreement shall be the principal instrument and this Agreement shall be the secondary or subsidiary instrument.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

FIRST SCHEDULE

(which is to be taken and construed as an integral part of this Agreement)

| Item | Matters | Particulars |
|-------|---|--|
| 1. | The day and year of this Agreement | |
| 2(a). | Particulars of the Customer(s) | Name: NRIC No. Address: Name: NRIC No. Address: |
| 2(b). | Place of business of the Bank | |
| 3. | The day and year of the Facility Agreement | |
| 4. | Particulars of the Property | Land: Building: |

| | | |
|----|------------------------------|-------------------------------------|
| 5. | Bank's Purchase Price | Ringgit Malaysia (RM) only. |
|----|------------------------------|-------------------------------------|

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Execution

Executed as an Agreement the day and year first stated above.

THE CUSTOMER(S)

Signed by

(NRIC No.)
in the presence of:

Witness

Name:

NRIC No:



THE BANK

Signed by

as Attorney for and on behalf of
CIMB ISLAMIC BANK BERHAD (Company
No. 671380-H) in the presence of:

Witness

Name:

NRIC No:



Signatory

Name:

Designation:

NRIC No: