



ANNEXURE 1

GENERAL TERMS AND CONDITIONS

1. EXPLANATORY NOTES TO THE LETTER OF OFFER

The Facility will be terminated upon your full settlement of the Facility subject to full settlement of all monies due and amounts outstanding under the Facility.

The actual Monthly Payments amount which shall be payable by you to the Bank in the manner as stated herein will be notified by the Bank to you upon disbursement of the Facility in the manner which shall be determined by the Bank at its sole and absolute discretion.

In the event the Takaful provider decides that the Mortgage Reducing Term Takaful / Mortgage Level Term Takaful ("MRTT/MLTT") contribution financed herein is insufficient, you are to independently make good the differential sum required.

(a) Monthly payments shall commence as follows:

- (i) Where the final disbursement of the financing amount by the Bank to the vendor is made within the last 15 days from the due date, your Monthly Payments are to commence on or before the 5th day of the 3rd month from the month of disbursement and on every 5th day of the month thereafter until full settlement.
- (ii) Where the final disbursement of the financing amount by the Bank to the vendor is made within the first 15 days of the billing cycle, your Monthly Payments are to commence on or before the 5th day of the 2nd month from the month of disbursement and on every 5th day of the month thereafter until full settlement.

(b) Profit payment during progress release shall commence as follows:

- (i) Where the first disbursement of the financing amount by the Bank to the vendor is made within the last 15 days from the due date, your Profit Payments are to commence on or before the 5th day of the 3rd month from the month of disbursement and on every 5th day of the month thereafter until full settlement.
- (ii) Where the first disbursement of the financing amount by the Bank to the vendor is made within the first 15 days of the billing cycle, your Profit Payments are to commence on or before the 5th day of the 2nd month from the month of disbursement and on every 5th day of the month thereafter until full settlement.



RHB ISLAMIC Bank Berhad
(680329-V) Incorporated in Malaysia

Annexure of the Letter of Offer

Commodity Murabahah Term Financing-i for Home/Property WITHOUT Redraw

2. REPRESENTATIONS AND WARRANTIES

The Customer hereby represents and warrants to the Bank that:

- (i) the Customer has full legal right, authority, power and capacity to accept the Facility and to perform his/her obligations in accordance with the terms in this letter of offer;
- (ii) this Letter of Offer constitutes the legal, valid and binding obligations enforceable against the Customer in accordance with its respective terms;
- (iii) all consents, authorisations and approvals which are required or advisable to be obtained in connection with the acceptance, delivery, legality or enforceability of this Letter of Offer and the use of the Facility have been obtained and are in full force and effect;
- (iv) neither the Customer's acceptance and delivery of this Letter of Offer nor the performance of the terms herein will contravene or constitute a default under any law, regulation, order or decree of any governmental authority, agency or court to which the Customer is subject;
- (v) the Customer is not in default under any agreement to which the Customer is a party or by which the Customer may be bound and no litigation, arbitration or administrative proceedings are presently, current or pending or threatened against the Customer;
- (vi) all information furnished by the Customer to the Bank in connection with the Facility are true and correct and there has been no omission, which would render the information inaccurate or misleading;
- (vii) there are no bankruptcy proceedings currently pending or threatened against the Customer; and
- (viii) the Customer shall not utilise the Facility for any non-halal goods or services and the Customer acknowledges and agrees that the Bank has the right to terminate the Facility in accordance with Paragraph 4 (iii) of this Annexure for the Customer's failure to ensure the foregoing.

3. AFFIRMATIVE COVENANTS

During the tenure of the Facility, the Customer will:

- (i) punctually pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, the instalment payment of the Sale Price and all of his/her indebtedness and other obligations of whatever nature;
- (ii) simultaneously perform and carry out any and all of his/her obligations under the Facility;
- (iii) take all steps as may be necessary to ensure that there is no material adverse effect on his/her financial position;
- (iv) furnish to the Bank all information reasonably required by the Bank in relation to the Customer; and
- (v) notify the Bank of the occurrence of an Event of Default or any event of default in relation to any of the Customer's other indebtedness.

4. EVENT OF DEFAULT

The full amount of the Sale Price and all monies outstanding under the Facility together with compensation thereon (if any) and all other monies relating thereto shall become payable by the Customer upon demand being made by the Bank or upon the occurrence of any of the following events:

- (i) the Customer defaults in the instalment payment(s) of the Sale Price or in the payment of any money payable to the Bank after the same shall have become due whether formally demanded or not;
- (ii) the Customer defaults under any other provision herein which is not capable of remedy or which, being capable of remedy, is not remedied within fourteen (14) days after being required to do so by the Bank;
- (iii) any representation, warranty or condition made or implied by the Customer herein is incorrect or misleading in any material respect;
- (iv) any other event or series of events whether related or not has or have occurred which in the opinion of the Bank (which opinion shall be final and binding) could or might affect or prejudice the Customer's ability or willingness to comply with all or any of the Customer's obligations hereunder;
- (v) the Customer commits any act of bankruptcy or becomes bankrupt or shall die or become insane;
- (vi) any of the documents given to the Bank is or becomes for any reason whatsoever invalid or unenforceable;
- (vii) if the Bank consider that the Facility or Customer's position in relation to the payment of the Facility to be in jeopardy.



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Annexure of the Letter of Offer

Commodity Murabahah Term Financing-i for Home/Property WITHOUT Redraw

5. BANK'S RIGHT TO COMMENCE LEGAL PROCEEDING CONCURRENTLY

Upon default or breach by the Customer of any term, covenant, stipulation and/or undertaking herein provided and on the part of the Customer to be observed and performed, the Bank shall thereafter have the right to exercise all or any of the remedies available whether by this letter of offer, by statute or otherwise and shall be entitled to exercise such remedies concurrently, including pursuing a civil suit to recover all moneys due and owing to the Bank.

6. LEGAL AND INCIDENTAL EXPENSES

The Customer shall pay all legal fees and incidental expenses in connection with the preparation, stamping and registration of any security documents required by the Bank hereunder even though the said documents are not executed by the Customer for any reason whatsoever. If any money payable under the Facility is required to be recovered through any process of law or placed in the hands of solicitors for collection, the Customer shall be liable to pay the Bank's solicitors' fees (on a solicitor and client basis) and any other fees and expenses incurred in respect of such collection.

7. WAIVER AND INDULGENCE

The terms and conditions herein may be waived by the Bank in whole or in part with or without conditions and without prejudicing the rights of the Bank hereunder and any failure by the Bank to enforce any of the provisions hereunder or any forbearance delay or indulgence granted by the Bank to the Customer shall not be construed as a waiver of the Bank's right hereunder.

8. CREDIT FACILITIES TO CONNECTED PARTIES

The approval of the Facility to the Customer shall be upon the condition that the Bank will fully comply with any applicable laws, legislations or regulations including, the provisions of Section 57 of Islamic Financial Services Act (IFSA) read together with Bank Negara Malaysia (BNM)'s Guidelines on Credit Transactions and Exposures with Connected Parties for Islamic Bank and/or of any replacement guidelines/specifications/circulars issued by BNM from time to time in connection therewith. The Customer hereby declares to the Bank that the Customer is not related to/a guarantor to/in control of/controlled by any of the directors, controlling shareholders, officers, Shariah Committee of the RHB Banking Group and their respective close relatives (spouse and dependents of the spouse, child (including step/adopted child) and spouse of the child, parent and brother or sister and their spouses). None of the directors, controlling shareholders, officers, Shariah Committee of the RHB Banking Group and their respective close relatives is a director, partner, executive officer, agent or guarantor in the Customer's firm/partnership/company/legal entity and/or subsidiaries/entities controlled by the Customer. The Customer shall at all material times covenant to declare to the RHB Banking Group should any connected party relationship materialises throughout the duration of this Facility. In the event any undisclosed connected party relationship is established or discovered subsequently, the Bank reserves the right to terminate and recall the Facility immediately.

9. ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001 (ACT 613)

During the tenure of the Facility, the Customer will ensure that it has never and would not:

- (i) engage, directly or indirectly, in a transaction that involves proceeds of any unlawful activity;
- (ii) acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose, use, remove from or bring into Malaysia proceeds of any unlawful activity; or
- (iii) conceal, disguise or impede the establishment of the true nature, origin, location, movement, disposition, title of rights with respect to, or ownership of, proceeds of any unlawful activity.



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Annexure of the Letter of Offer

Commodity Murabahah Term Financing-i for Home/Property WITHOUT Redraw

10. DUTY TO VERIFY STATEMENTS OF ACCOUNTS/CERTIFICATE OF BANK

- (i) The Customer shall verify all statements of accounts sent to the Customer by the Bank and within reasonable time revert to the Bank in the event of any discrepancy in such statements of accounts failing which they shall be deemed to be conclusive and binding against the Customer. A statement by the Bank and signed by any of its officers as to what at any time is the amount outstanding shall, save for manifest errors be final and conclusive and shall not be questioned by the Customer on any account whatsoever.
- (ii) In the event you have selected for e-Statement in the Statement Type, you hereby acknowledged that you have read, agreed to and understand the contents stipulated in the Electronic Statement User Agreement – Terms & Conditions (“e-Statement T&C”) and you agreed that you shall be bound by the said e-Statement T&C. The Bank shall be entitled at its absolute discretion at any time and from time to time to vary, amend, add and/or delete any clause in the said e-Statement T&C. You may view the e-Statement T&C by visiting www.rhbgroup.com.”

11. SET OFF/COMBINATION OR CONSOLIDATION OF ACCOUNTS

The Bank shall be entitled by giving seven (7) days prior written notice to the Customer, to combine, consolidate or merge all or any of the Customer’s accounts and liabilities with and to the RHB Banking Group up to the principal portion only for non-islamic account(s) anywhere whether in or outside Malaysia, whether alone or jointly with any other person and may transfer or set off any sums in credit in such accounts in, or towards satisfaction of any of the Customer’s liabilities, whether actual or contingent, primary or collateral, notwithstanding that the credit balances on such accounts and the liabilities on any other accounts may not be expressed in the same currency and the Bank is hereby authorised to effect any necessary conversions at the Bank’s own rate of exchange then prevailing.

Without prejudice to the generality of the above, the Bank further reserves the right to debit any of the Customer’s accounts (whether in credit or debit) with the Bank for all payments due and payable by the Customer howsoever to the Bank by giving seven (7) days prior written notice to the Customer.

12. SUSPENSE ACCOUNT

Any money received by the Bank in respect of the Facility may be kept to the credit of a suspense account (non-income bearing) for so long as the Bank thinks fit without any obligation in the meantime to apply the same or any part thereof on or towards settlement of any liabilities due by the Customer to the Bank.

13. NOTICES & SERVICE OF LEGAL PROCESS

A. Notices

Any notice or communication under or in connection with this Letter of Offer shall be in writing and shall be delivered personally, or by prepaid registered or ordinary post, facsimile or electronic mail to the addresses and mobile number given in this letter of offer or at such other addresses/ mobile number as the recipient may have notified to the other party in writing. Proof of posting or despatch of any notice or communication shall be deemed to be proof of receipt:

- (a) in the case of telephone call, when made;
- (b) in the case of delivery by hand, when so delivered;
- (c) in the case of a letter, after the expiration of three (3) *Business Days from the date it was posted;
- (d) in case of facsimile, at the time the transmission report is received by the sender which purports to confirm that the addressee has received such facsimile; and
- (e) in the case of electronic mail, at the time when actually sent in readable form.



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For the avoidance of doubt, the Customer authorises the Bank to rely upon and act on any instruction, notice or communication from the Customer made by telephone or facsimile to the Bank and the Customer shall indemnify and release and hold the Bank harmless against all actions, suits, proceedings, costs, claims, demands, charges, expenses, losses and liabilities (unless due to gross negligence or wilful default of the Bank) in consequence of, or in any way related to the Bank having relied upon or acted in good faith in accordance with the Customer's telephone or facsimile instruction, notice or communication notwithstanding that such instructions, notices or communications had been initiated or transmitted in error, fraudulently altered, misunderstood or distorted in the lines of communication or transmission.

* "Business Day" means a day which the Bank is open for business.

B. Service of Legal Process

- (a) The service of any Legal Process may be given by prepaid registered or ordinary post sent to the respective address of the parties hereto and such Legal Process shall be deemed to have been duly served after the expiration of five (5) days from the date it is posted and if delivered by hand, on the day it was delivered; and
- (b) No change in the address for service howsoever brought about shall be effective or binding on either party unless that party has given to the other actual notice of the change of address for service and nothing done in reliance of sub-section (a) above shall be effected or prejudiced by any subsequent change in the address for service, of which the other party has no actual knowledge of at the time the act or thing was done or carried out.
- (c) "Legal Process" means pleadings, all forms of originating processes, interlocutory applications of whatever nature, affidavits, orders and such documents other than the aforesaid which are required to be given to the other party hereto, notices, under the Companies Act 1965, the Bankruptcy Act 1967 and other Malaysian laws.

14. AVAILABILITY OF FUNDS/REVIEW

The availability of the Facility prior to disbursement is subject always to availability of funds to the Bank and to the Bank's discretion to review the Facility (including but not limited to the limits established by the Bank on the Facility) at any time and from time to time. The Bank reserves the right to terminate or recall the Facility at any time irrespective of whether or not you have breached any of the terms and conditions contained herein or in any other documents in relation to the Facility and without any obligation (be it at law or in equity) to assign any reason for such termination or withdrawal.

15. IRREVOCABLE RIGHT TO DEBIT ACCOUNT

The Customer is required to maintain a deposit account with the Bank and execute a standing instruction wherein the Bank is hereby irrevocably and unconditionally authorised by the Customer to debit the Customer's account for the following:

- (a) instalment payments due and payable under the Facility; and
- (b) all other expenses, duties, fees and other sums due and payable arising from the Facility arrangement including but not limited to all Takaful contributions, assessment rates, maintenance costs and services charges on the financing arrangement including but not limited to service tax and/or any applicable taxes imposed from time to time.

16. ILLEGALITY

If the Bank determines that the introduction or variation of any law, regulation or official directive (whether or not having the force of law) or any change in the interpretation or application thereof makes it unlawful for the Bank to maintain, fund or give effect to its obligations hereunder, the Bank shall forthwith give notice of such termination to the Customer whereupon the Facility to such extent shall be cancelled and the Customer will forthwith upon notice from the Bank pay all monies outstanding under the Facility together with all other monies agreed to be paid by the Customer hereunder.

17. PAYMENT OF QUIT RENT AND ASSESSMENT

The Customer is to promptly pay or ensure the prompt payment of all quit rent, assessment and other obligatory payments in respect of the Property charged/assigned. In this connection, the Customer is to let the Bank to have the copy of the quit rent and assessment duly paid and photocopy of other relevant receipts for the Bank's record.



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Annexure of the Letter of Offer

Commodity Murabahah Term Financing-i for Home/Property WITHOUT Redraw

18. TAKAFUL

- (a) Takaful against loss or damage through fire, earthquake, natural perils and such other risks as the Bank may require shall be taken from any takaful operator of your choice as approved by the Bank.
- (b) All policies will be taken up at your own cost and expenses. You shall reimburse the Bank for any advances of such costs and expenses paid by the Bank on your behalf.

19. VALUATION

The Bank may from time to time, if it deems fit, require the revaluation of the security pledged and any cost incurred there from shall be borne by you and shall be payable upon notice.

20. BANKRUPTCY/WINDING UP SEARCH

The Bank will conduct bankruptcy searches on the Customer/ the Customer's guarantor(s) (if any) prior to the disbursement of the Facility and at any time from time to time hereafter. All charges incurred with regards to the bankruptcy/winding up searches are to be borne by the Customer. In the event that any of the searches confirm that the Customer/the Customer's guarantor(s) are an adjudged bankrupt/wound up or if there are any legal proceedings suits or actions of any kind whatsoever (civil or criminal) shall be instituted against the Customer and the Customer's guarantor, the Bank reserves the right to withdraw/cancel/terminate the Facility granted to the Customer.

21. DISHONoured CHEQUE INFORMATION SYSTEM ("DCHEQS")

The Bank reserves the right to close your current account with the Bank once the Customer's account has been blacklisted by DCHEQS. The Bank has the absolute discretion to terminate the Facility once an account is blacklisted.

22. NON-CONTRAVENTION OF SYARIAH PRINCIPLES

The Customer agrees that utilization of the Facility is for the personal use of the Customer and that the Facility granted is in conformity with the Shariah principles and confirms that the Customer does not have and will not raise any objection as to matters of Shariah compliance in respect of the Facility.

23. MISCELLANEOUS

- (a) Provided however the rights to vary the amount of the Facility shall only be exercised by the Bank due to any changes of law, guidelines and government policies in relation thereto and if and when required by you and the Bank shall execute a fresh documentation to give effect to the same.
- (b) The Customer is to operate its account with the Bank in a satisfactory manner and pay the installments or payments and any monies due in respect of the Facility promptly.
- (c) If any of the provisions of the Letter of Offer and the annexures (whichever applicable) becomes invalid, illegal or unenforceable in respect of any law, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.
- (d) Except as specifically amended and/or varied hereby, all terms and conditions in our earlier Letter(s) of Offer and in security document(s) to secure the existing Facility as amended and/or varied herein shall remain in full force and effect and the Letter(s) of Offer and security document(s) as amended and/or varied by this Letter of Offer shall from and after the date hereof be read as a single integrated document incorporating the amendments and/or variations affected hereby.
- (e) The Bank reserves the right to vary the terms and conditions governing the said Facility including the right to vary the amount of the Facility to conform with the guidelines on property financing in force for the time being.

End of General Terms and Conditions