

ANNEXURE 1A

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.

Monthly payments shall commence as follows: -

- (i) Where the first payment 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 first payment 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.

2. AVAILABILITY OF FUNDS / REVIEW

The availability of the Facility 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 any of the Facility) at any time and from time to time. The Bank reserves the right to terminate or withdraw 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.

3. CONDITIONS PRECEDENT

Subject to the conditions precedent below and in the Annexures (whichever applicable) and such other conditions which the Bank may from time to time prescribed having been duly satisfied, you may utilise the Facility upon the following terms:-

- (i) The Bank shall have received your acceptance of this Letter of Offer within fourteen (14) days from the date hereof.
- (ii) All documentation which is required to be executed must be executed by you or the relevant security party(ies) within one (1) month from the date of your acceptance of the Letter of Offer or within such extended period of time as the Bank may in its absolute discretion agree upon. Upon failure to do so, the Bank shall be at liberty to cancel the Facility without any reference to you.
- (iii) The solicitors shall have confirmed that the documentation related hereto have been duly executed, stamped, presented and registered at the relevant office and/or registry (if applicable).
- (iv) You shall have submitted evidence satisfactory to the Bank that all approvals, authorizations and consents (if any) necessary for any matter or thing contemplated by this Letter of Offer and the documentation related hereto have been obtained and remain in full force and effect.
- (v) You shall have paid all fees and charges payable or agreed to be paid by you to the Bank for or in connection with the Facility.
- (vi) The Bank is satisfied that no event has occurred so as to render the Facility or any part thereof, to become immediately payable and no event of default stated herein has occurred or is threatened.
- (vii) The Bank is satisfied that no extraordinary circumstances, governmental actions or other material adverse change or event has occurred which in the opinion of the Bank prejudices your ability and/or the ability of any party



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providing security for the Facility ("the Security Party") to observe and perform the covenants and obligations on its part to be observed and performed herein or in the security documents.

- (viii) The Facility approved by the Bank's Letter of Offer can be disbursed or utilised on completion of legal documentation and fulfillment of such conditions precedent as the Bank may require and subject to the Bank being satisfied (and in this respect the Bank's decisions shall be final) that there are no material changes affecting your financial conditions.
- (ix) The Bank's solicitors shall have made a search on you and your guarantor(s) (if any) at the Official Assignee's Office and the result thereof is satisfactory to the Bank and its solicitors.
- (x) You have paid the processing fee and all other costs and charges related thereto (including legal cost on a solicitor-and-client basis).
- (xi) You shall have opened with the Bank an Islamic Current/Saving account as the Bank may require, and you shall have authorized the bank to debit such account via standing instructions ("SI") for the payment purposes in relation to the Facility.
- (xii) For the avoidance of doubt, you are also responsible to bear all professional fees, taxes including but not limited services tax and/or any applicable taxes imposed from time to time, out-of-pocket expenses incurred and any other fees, expenses or recourse in respect of the Facility. Further if any supply made under this Facility is a taxable supply in which services tax is applicable, the Bank reserves the right to levy services tax at the prescribe rate and you agree to pay the same.
- (xiii) The Facility approved by the Bank can be disbursed or utilised on completion of legal documentation and fulfilment of such conditions precedent as the Bank may require and subject to the Bank being satisfied (and in this respect the Bank's decisions shall be final) that there are no material changes affecting your financial conditions.

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4. IRREVOCABLE RIGHT TO DEBIT ACCOUNT

You are required to maintain an Islamic Current/Saving account with the Bank and the Bank is to be authorised to debit your account for the following:

- (i) Monthly installments or Monthly Payments due and payable for the Facility.
- (ii) Payment for Takaful contribution, service charges and all other monies due and arising from the Facility extended (if any).

5. EVENTS OF DEFAULT

All monies outstanding under the Facility together with all other monies relating thereto shall become payable by you upon demand being made by the Bank or upon the occurrence of any of the following events:

- (i) You default in the payment of any monies payable to the Bank after the same shall have become due to the Bank whether formally demanded or not; or
- (ii) You fail to observe or perform any of the agreements, covenants, stipulation, terms and conditions herein; or
- (iii) Any of your indebtedness or the indebtedness of any of your guarantor(s) (if any) becomes capable, in accordance with the relevant terms thereof, of being declared due prematurely by reason of a default by you or such guarantor(s) in your or his/their obligations in respect of the same or you or any of your guarantor(s) fail to make payment in respect thereof on the due date for such payment or if due on demand when demanded or the security for any such indebtedness becomes enforceable; or
- (iv) A distress or execution or other process of a court be levied upon or issued against you property or assets and such action is not satisfied by you within seven (7) days from the date thereof; or
- (v) You enter into any arrangement or composition with your creditors; or
- (vi) If legal proceedings suits or actions of any kind whatsoever (civil or criminal) shall be instituted against you and your guarantor(s) (if any) which in the opinion of the Bank would materially and adversely affect your ability or the guarantor's ability to perform and observe you/his/her obligations herein to the Bank; or
- (vii) You and any of your guarantor(s) (if any) commit any act of bankruptcy or become bankrupt or enter into any composition or arrangement with of for the benefit of your or such guarantor(s) banking or allow any judgment against you or such guarantor(s) to remain unsatisfied for a period of fourteen (14) days; or
- (viii) You or any of your guarantor(s) (if any) becomes insane or dies; or
- (ix) Any of the security documents given to the Bank is or becomes for any reason whatsoever invalid or unenforceable; or
- (x) If the Bank consider that the Facility or any of its security or its security position to be in jeopardy; or
- (xi) If in the Bank's opinion, there is any change or threatened changes in circumstances which would materially and adversely affect your financial condition or your ability to perform your obligations under the agreements with the Bank; or
- (xii) If in the opinion of the Bank your account(s) with the Bank has/have been unsatisfactorily conducted.



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6. 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 you whereupon the Facility to such extent shall be cancelled and you will forthwith upon notice from the Bank pay all monies outstanding under the Facility together with all other monies agreed to be paid by you hereunder.

7. SOLICITOR/LEGAL AND INCIDENTAL EXPENSES

That the security documentation in respect in respect of the Facility are to be prepared by solicitors on the Bank's panel and that you agree to pay the said solicitors 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 you 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, you 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.

8. WAIVER AND INDULGENCE

The terms and conditions herein may be waived by the Bank in whole or in part with or without conditions 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 you shall not be construed as a waiver of the Bank's rights hereunder.

9. 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 law, legislation or regulation including, the provisions of Section 57 of Islamic Financial Services Act 2013 (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. In addition to the above, 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 of the RHB Banking Group, member of the Shariah Committee of the Bank 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 of the RHB Banking Group, member of the Shariah Committee of the Bank 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 materializes throughout the duration of the 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.

10. INFORMATION DISCLOSURE

You hereby irrevocable authorise and permit the Bank to disclose any information on you and the Facility to:

- (i) Bank Negara Malaysia, the Capital Credit Bureau and such authorities pursuant to any applicable law, regulation or directive (whether having the force of law or otherwise) *mutates mutandis* for any purpose (including but not limited to the assessment of your credit worthiness by the Bank or any other authorised or licensed entity) and in any manner as may be deemed appropriate by the aforesaid authorities;
- (ii) Companies within the RHB Banking Group ;
- (iii) Guarantor(s), chargor(s), and/or any other person providing security(ies) for the Facility;
- (iv) Developer of the property(s) purchased (if applicable);
- (v) Kumpulan Wang Simpanan Pekerja (KWSP) in the event withdrawals of funds are made by you from KWSP to part finance the purchase of the Property. The Bank shall not be liable in any way whatsoever for disclosing such information to KWSP (if applicable).

11. PAYMENT OF QUIT RENT AND ASSESSMENTS

You are 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, you are to let the Bank to have the copy of your quit rent and assessment duly paid and photocopy of other relevant receipts for the Bank's record.



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12. TAKAFUL

- (i) 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.
- (ii) All policies will be taken up at your own cost and expenses.

13. 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.

14. DUTY TO VERIFY STATEMENTS OF ACCOUNTS

You are to verify all statements of accounts sent to you 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 you.

15. STATEMENT BY BANK

- (i) The certificate of the Bank as to the amount outstanding, due and payable, shall be final and conclusive and shall not, in the absence of manifest error, be questioned 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.”

16. SUSPENSE ACCOUNT

Any monies received by the Bank in respect of the Facility may be kept to the banking of a suspense account for so long as the Bank thinks fit without any obligation in the meantime to apply the same or any part thereof in or towards settlement of any liabilities due by you to the Bank.

17. BANKRUPTCY SEARCH

The Bank will conduct bankruptcy searches on you/your 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 searches are to be borne by you. In the event that any of the searches confirm that you/your guarantor(s) are an adjudged bankrupt or if there are any legal proceedings suits or actions of any kind whatsoever (civil or criminal) shall be instituted against you and your guarantor, the Bank reserves the right to withdraw/cancel/terminate the Facility granted to you.

18. SET OFF/COMBINATION OR CONSOLIDATION OF ACCOUNTS

The Bank shall be entitled upon serving 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.

19. BIRO MAKLUMAT CEK (BMC) GUIDELINES

The Bank reserves the right to close your current account with the Bank once your account has been blacklisted by Biro Maklumat Cek (BMC). The Bank has the absolute discretion to terminate the Facility once an account is blacklisted.



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20. NON-CONTRAVENTION OF SYARIAH PRINCIPLES

The Customer agrees that proposed utilization of the Facility is to acquire the Musyarakah Asset and that the Facility granted is in conformity with the Shariah principles of Diminishing Partnership (Musyarakah Mutanaqisah) and confirm that the Customer does not have and will not raise any objection as to matters of Shariah compliance in respect of the Facility.

21. ANTI-MONEY LAUNDERING AND ANTI-TERRORISM FINANCING 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.

22. MISCELLANEOUS

- (i) 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.
- (ii) You are to operate your account with the Bank in a satisfactory manner and pay the installments or payments and any monies due in respect of the Facility promptly.
- (iii) You shall inform the Bank in writing when you obtain financing facility(ies) from any other institutions.
- (iv) 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.
- (v) 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

OTHER STANDARD CLAUSES APPLICABLE TO THE FACILITY OF THIS NATURE AND DO NOT CONTRAVENE WITH THE SHARIAH LAW WILL BE INCORPORATED IN THE DOCUMENTATION

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ANNEXURE 1B

TERMS AND CONDITIONS RELATING TO EQUITY HOME FINANCING-i FACILITY/EQUITY PROPERTY FINANCING-i FACILITY

1. MODE OF PAYMENT

You are required to commence the Monthly Payment on or before the 5th day of the month following next after the date of final disbursement of the Facility until full purchase of the Bank's Musyarakah units by you.

2. SECURITY(IES) ARRANGEMENT

- (i) Facility Agreement refers to the Musyarakah Agreement, Purchase Undertaking, Limited Declaration of Trust, Ijarah Agreement and Letter of Consent (where applicable).
- (ii) For the Musyarakah Asset which has yet to be issued individual/strata title, you shall execute the Deed of Assignment on the Musyarakah Asset pending the issuance of individual/strata title. Upon issuance of the individual/strata title, a Limited Declaration of Trust and a Legal Charge shall be executed to substitute the same.
- (iii) For the Musyarakah Asset which has been issued individual/strata title, you shall execute a Limited Declaration of Trust and a Legal Charge.
- (iv) For Facility secured against any of the Bank's term deposit product ("Term Deposit"), you shall execute the Memorandum of Deposit and/or the Letter of Set-Off. The profit earned from the Term Deposit pledged shall be pledged back to the Bank by adding to the principal amount as additional security. The Bank will uplift the Term Deposit pledged to settle any sum due and payable including profit if the Facility is not serviced promptly. The Bank reserves the right to renew the Term Deposit pledged annually during the duration of the Facility.
- (v) The Bank reserves the right to request for any other relevant security arrangement as required by the Bank as advice by the solicitor from time to time.

3. ADDITIONAL CONDITIONS PRECEDENT (WHICHEVER IS APPLICABLE)

- (i) You are to execute a Statutory Declaration that the Musyarakah Asset purchased or the building to be erected for own occupation.
- (ii) The Bank shall have received confirmation by the Solicitor that the differential sum between the purchase price of the Musyarakah Asset and the Facility has been settled.
- (iii) You shall have caused to be executed a Letter of Consent where the titleholder of the Musyarakah Asset is a third party / includes a third party.
- (iv) You shall have executed, or in the event the titleholder is a third party / includes a third party, caused to be executed a Limited Declaration of Trust declaring your registration as titleholder at the Land Office is as a trustee for the Bank and the Musyarakah.
- (v) Where the separate document of title in respect to the Musyarakah Asset has not been issued by the appropriate authority you shall have deposited with the Bank the original Sale and Purchase Agreement and/or documents pertaining to the Musyarakah Asset evidencing rights and/or ownership in the Musyarakah Asset.
- (vi) Where the separate document of the title in respect of the Musyarakah Asset has been issued by the appropriate authority, you shall have furnished or caused to have been furnished to the Bank the issued document of title.
- (vii) You shall have furnished to the Bank a copy of the quit rent receipt for the current year due and payable in respect of the Musyarakah Asset.



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- (viii) You shall have furnished or cause to have been furnished to the Bank the valuation report on the Musyarakah Asset by one of the Bank's panel valuers confirming the value of the Musyarakah Asset which must be acceptable to the Bank.
- (ix) You are to submit an original stamped copy/certified true copy of the Sale & Purchase documents.
- (x) House Owner's Takaful proposal form has been duly completed and submitted to the Bank confirming that you have adequately insured the Musyarakah Asset against fire, lightning, riot and strike, malicious damage, explosion and any other relevant risks for their full market value or replacement cost whichever is the higher and for the duration of the Facility from the Bank's approved panel of Takaful companies or other Takaful providers of your choice with interest vested in the Bank as Chargee.
- (xi) Mortgage Reducing Term Takaful / Mortgage Level Term Takaful ("MRTT/MLTT") Policy form has been duly completed and returned to the Bank. Where applicable, the Bank shall take and maintain at your cost and expenses the Mortgage Reducing Term Takaful / Mortgage Level Term Takaful ("MRTT/MLTT") from the Bank's panel of Takaful providers for the Facility and with non-cancellation clause and the Bank's interest as loss payee endorsed in such policy.
- (xii) A private caveat/lienholders caveat if so required shall have been entered by or on behalf of the Bank in respect of the Musyarakah Asset.
- (xiii) Security Deposit and/or the Term Deposit has been deposited/opened with the Bank and the Memorandum of Deposit and/or the Letter of Set-Off has been duly executed, stamped and registered at the relevant registries (if applicable).
- (xiv) Letter of Undertaking from the Vendor and/or Proprietor to deliver a valid and registrable Transfer and Title upon issuance thereof/not to encumber the master title without the Bank's prior written consent/to obtain the relevant consent to transfer (if applicable) and any other document to procure you as transferee of the Musyarakah Asset.
- (xv) Redemption Statement cum Letter of Undertaking from the Chargee Bank to forward the Receipt and Reassignment and/or the Discharge of Charge, the Duplicate Charge, Title and other documents related thereto upon receipt of the redemption sum and to refund the redemption sum in the event the Receipt and Reassignment or the Discharge of Charge, Title and/or the Charge in favour of the Bank cannot be perfected/suspension or abandonment of project/non-issuance of Certificate of Fitness.
- (xvi) Letter of Undertaking from the Vendor and/or Proprietor have been furnished to the Bank to refund all monies release in the event the Deed of Assignment (By Way of Sale)/Memorandum of Transfer cannot be perfected.
- (xvii) Letter of Disclaimer from Chargee Bank to exclude the property from any claims and any foreclosure proceedings whatsoever shall have been obtained (if applicable).
- (xviii) Confirmation by the solicitor in charge that the Deed of Assignment (By Way of Sale)/Memorandum of transfer has been submitted for adjudication.

4. LETTER OF UNDERTAKING FROM THE BANK TO THE DEVELOPER

Where applicable, the Bank may at its absolute discretion issue an undertaking to release the Facility progressively to the Developer upon receipt from the Developer the Architect's Certificate of Work Done for the respective stages in accordance with the schedule of payment in your Sale and Purchase Agreement and you shall have no right whatsoever to instruct or compel the Bank to revoke the said undertaking on the grounds that you have a claim against or a dispute with the Developer for monies due and payable by the Developer to you after the said undertaking has been issued.

5. VARIATION TO TERMS

The Facility is granted on the premise that the Musyarakah Asset financed is owner occupied (for residential property) or for commercial purposes (non-residential property) (whichever applicable). 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.

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, you and the Bank shall execute a fresh documentation to give effect to the same.

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