

ORIGINAL

DATED

DAY OF

4 MAR 2025

, 20

BETWEEN

RAH ADIBA BIN
(NRIC NO. [1122-01-0]) ✓
("Assignor")

AND

RHB ISLAMIC BANK BERHAD
(Company No. 200501003283 / 680329-V)
("Bank")

DEED OF ASSIGNMENT

(3rd Party)

(No Title)

MESSRS SIDEK TEOH WONG & DENNIS
ADVOCATES & SOLICITORS
LEVEL 16, MENARA ARAS RAYA
11, JALAN RAJA LAUT
50350 KUALA LUMPUR
Tel No. : 03-2692 3000 / Fax No. : 03-2693 0300

(Ref:4878.07725JO/SW/FQ) ✓

(Parcel No. A-33A [REDACTED] ACLE ARA DAMANSARA)



STAMPS

STAMP ASSESSMENT AND PAYMENT SYSTEM

HASIL CARIAN PENGESAHAN KETULENAN NO ADJUDIKASI T01FBB25DCXW012

Jenis Sijil / Certificate Type :	SIJIL SETEM
No Adjudikasi / Adjudication No :	KW012
Jenis Suratcara / Instrument Type :	DEED OF ASSIGNMENT - BUKAN SURAT CARA UTAMA
Tarikh Suratcara / Date of Instrument :	04/03/2025
Butiran Surat Cara / Instrument Description :	TANAH KOSONG / BANGUNAN - ALL THAT PARCEL OF SERVICE APARTMENT WITH VACANT POSSESSION DISTINGUISHED AS PARCEL NO. A-33A MEASURING 57.86 SQUARE METRES [INCLUDING ACCESSORY PARCEL(S)] WITHIN STOREY NO. 33A, BUILDING BLOCK A TYPE WITH ACCESSORY PARCEL(S) AND CAR PARK NO. IN A HOUSING DEVELOPMENT KNOWN AS RESIDENSI PINNACLE ARA DAMANSARA
Balasan / Consideration :	428.22
Pihak Pertama / First Party :	RHB ISLAMIC BANK BERHAD (680329-V, 200501003283)
Pihak Kedua / Second Party :	RAH ADIBA BIN 1122010
No Sijil/Resit / Certificate/Receipt No :	
Tarikh Penyetemana / Date of Stamping :	06/03/2025
Duti Setem Dikenakan / Amount of Stamp Duty :	RM 10.00
Penalti / Penalty :	RM 0.00
Jumlah Dibayar / Total Amount Paid :	RM 10.00
Indorsmen / Indorsement :	Seksyen 11

[Kembali](#)





KERajaan MALAYSIA

**IBU PEJABAT
LEMBAGA HASIL DALAM NEGERI MALAYSIA
MENARA HASIL
PERSIARAN RIMBA PERMAI
CYBER 8, 63000 CYBERJAYA
SELANGOR DARUL EHSAN**



ASAL

SIJIL SETEM**STAMP CERTIFICATE**

(Sila lekatkan sijil setem ini ke atas surat cara sebagai bukti penyeteman)
Please attach this stamp certificate to the instrument as evidence of stamping

Cara Bayaran *Payment Method*

FPX TRANSACTIONS

No. Adjudikasi *Adjudication No.*

JXW012

Jenis Surat Cara

DEED OF ASSIGNMENT

Type Of Instrument

BUKAN SURAT CARA UTAMA

Tarikh Surat Cara

04/03/2025

*Date Of Instrument***Balasan** *Consideration*

RM 428,221

Duti Setem Dibayar Ke atas Surat Cara Utama*Stamps Duty paid on Principal Instrument* RM 2,145.00**Maklumat Pihak Pertama / Penjual / Pemberi** *First Party / Vendor / Transferor / Assignor*

RHB ISLAMIC BANK BERHAD, (680329-V, 200501003283)

Maklumat Pihak Kedua / Pembeli / Penerima *Second Party / Purchaser / Transferee / Assignee*

RAH ADIBA BIN 11122010

Butiran Harta / Suratcara *Property / Instrument Description*

TANAH KOSONG / BANGUNAN - ALL THAT PARCEL OF SERVICE APARTMENT WITH VACANT POSSESSION DISTINGUISHED AS PARCEL NO. A-33A MEASURING 57.86 SQUARE METRES [INCLUDING ACCESSORY PARCEL(S)] WITHIN STOREY NO. 33A, BUILDING BLOCK A TYPE A(R) WITH ACCESSORY PARCEL(S) AND CAR PARK NO. IN A HOUSING DEVELOPMENT KNOWN AS RESIDENSI PINNACLE ARA DAMANSARA

Dengan ini disahkan surat cara ini disetem dan diindors seperti maklumat di bawah:

This is to certify this instrument is stamped and indorsed as below:

No. Sijil Setem <i>Stamp Certificate No.</i>	250340471
Tarikh Penyeteman <i>Date of Stamping</i>	06/03/2025
Duti Setem Dikenakan <i>Amount of Stamp Duty</i>	RM 10.00
Penalty <i>Penalty</i>	RM 0.00
Pelarasian <i>Adjustment</i>	RM 0.00
Jumlah Dibayar <i>Total Amount Paid</i>	RM 10.00
Indorsemen <i>Indorsement (Akta Setem 1949)</i>	Seksyen 11

QR Code: 10100329-V-JXW012

LEMBAGA HASIL DALAM NEGERI

LHDN MALAYSIA

Pemungut Duti Setem

No. Kelulusan Perbendaharaan *Treasury Approval No.*

Tarikh Cetak F

Pengesahan ketulenan Sijil Setem ini boleh dipastikan di stamps.hasil.gov.my atau melalui aplikasi telefon pintar
The authenticity of this Stamp Certificate can be verified at stamps.hasil.gov.my or by mobile app

Ini adalah cetakan komputer dan tidak perlu ditandatangani
This is a computer generated printout and no signature is required

--- tamat/end ---

HASIL CARIAN PENGESAHAN KETULENAN NO ADJUDIKASI T01FBB2F5CXW012

Jenis Sijil / Certificate Type :	SIJIL SETEM
No Adjudikasi / Adjudication No :	KW012
Jenis Suratcara / Instrument Type :	DEED OF ASSIGNMENT (POWER OF ATTORNEY) - BUKAN SURAT CARA UTAMA
Tarikh Suratcara / Date of Instrument :	04/03/2025
Butiran Surat Cara / Instrument Description :	TANAH KOSONG / BANGUNAN - ALL THAT PARCEL OF SERVICE APARTMENT WITH VACANT POSSESSION DISTINGUISHED AS PARCEL NO. A-33A- MEASURING 57.86 SQUARE METRES [INCLUDING ACCESSORY PARCEL(S)] WITHIN STOREY 1 BUILDING BLOCK A TYPE) WITH ACCESSORY PARCEL(S) AND CAR PARK NO. 066 IN A HOUSING DEVELOPMENT KNOWN AS RESIDENSI PINNACLE ARA DAMANSARA
Balasan / Consideration :	428.22
Pihak Pertama / First Party :	RHB ISLAMIC BANK BERHAD (680329-V, 011122010500)
Pihak Kedua / Second Party :	RAH ADIBA BIN 1122010!
No Sijil/Resit / Certificate/Receipt No :	
Tarikh Penyeteman / Date of Stamping :	06/03/2025
Duti Setem Dikenakan / Amount of Stamp Duty :	RM 10.00
Penalti / Penalty :	RM 0.00
Jumlah Dibayar / Total Amount Paid :	RM 10.00
Indorsmen / Indorsment :	Seksyen 11

[Kembali](#)





KERajaan MALAYSIA

**IBU PEJABAT
LEMBAGA HASIL DALAM NEGERI MALAYSIA
MENARA HASIL
PERSIARAN RIMBA PERMAI
CYBER 8, 63000 CYBERJAYA
SELANGOR DARUL EHSAN**

**SIJIL SETEM**

ASAL

STAMP CERTIFICATE

(Sila lekatkan sijil setem ini ke atas surat cara sebagai bukti penyeteman)

Please attach this stamp certificate to the instrument as evidence of stamping

Cara Bayaran Payment Method

FPX TRANSACTIONS

No. Adjudikasi Adjudication No.

XW012

Jenis Surat Cara

DEED OF ASSIGNMENT (POWER OF ATTORNEY)

Type Of Instrument

BUKAN SURAT CARA UTAMA

Tarikh Surat Cara

04 / 03 / 2025

Date Of Instrument**Balasan Consideration**

RM 428,22

Duti Setem Dibayar Ke atas Surat Cara Utama

Stamps Duty paid on Principal Instrument RM 2,145.00

Maklumat Pihak Pertama / Penjual / Pemberi First Party / Vendor / Transferor / Assignor

RHB ISLAMIC BANK BERHAD, (680329-V, 011122010500)

Maklumat Pihak Kedua / Pembeli / Penerima Second Party / Purchaser / Transferee / Assignee

RAH ADIBA BIN 1122010

Butiran Harta / Suratcara Property / Instrument Description

TANAH KOSONG / BANGUNAN - ALL THAT PARCEL OF SERVICE APARTMENT WITH VACANT POSSESSION DISTINGUISHED AS PARCEL NO. A-33A, MEASURING 57.86 SQUARE METRES [INCLUDING ACCESSORY PARCEL(S)] WITHIN STOREY NO. 33A, BUILDING BLOCK A TYPE A(R) WITH ACCESSORY PARCEL(S) AND CAR PARK NO IN A HOUSING DEVELOPMENT KNOWN AS RESIDENSI ARA DAMANSARA

Dengan ini disahkan surat cara ini disetem dan diindors seperti maklumat di bawah:

This is to certify this instrument is stamped and indorsed as below:

No. Sijil Setem Stamp Certificate No.	0340479
Tarikh Penyeteman Date of Stamping	06/03/2025
Duti Setem Dikenakan Amount of Stamp Duty	RM 10.00
Penalty	RM 0.00
Pelarasian Adjustment	RM 0.00
Jumlah Dibayar Total Amount Paid	RM 10.00
Indorsemen Indorsement (Akta Setem 1949)	Seksyen 11

LEMBAGA HASIL DALAM NEGERI
LHDN MALAYSIA

Pemungut Duti Setem

No. Kelulusan Perbadanan Treasury Approval N

Pengesahan ketulenan Sijil Setem ini boleh dipastikan di stamps.hasil.gov.my atau melalui aplikasi telefon pintar

The authenticity of this Stamp Certificate can be verified at stamps.hasil.gov.my or by mobile app

Ini adalah cetakan komputer dan tidak perlu dilantatangani

This is a computer generated printout and no signature is required

--- tamat/end ---

DEED OF ASSIGNMENT**(3rd Party)****(No Title)****04 MAR 2025**

THIS ASSIGNMENT is made the _____ day of _____ 20____ between:-

- (1) **THE PARTY** whose name and particulars are set out in Section 1A of the First Schedule hereto ("Assignor") of the first part; and
- (2) **RHB ISLAMIC BANK BERHAD** Company No. 200501003283 (680329-V), a company incorporated in Malaysia with its registered address at Level 10, Tower One, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur and having a place of business in Malaysia as stated in Section 2 of the First Schedule hereto ("Bank") of the second part.

ARTICLE 1
RECITALS**Section 1.1 SALE AND PURCHASE AGREEMENT**

By the Sale and Purchase Agreement (as defined herein), the Assignor purchased the Property (as defined herein) from the Vendor (as defined herein) upon the terms and conditions therein contained.

Section 1.2 NO SEPARATE TITLE

The Title (as defined herein) has yet to be issued by the relevant governmental authorities in relation to the Property.

Section 1.3 FINANCING FACILITY

By the Facility Agreement (as defined herein), the Bank has agreed to grant the Facility (as defined herein) to the Customer (as defined herein) upon the terms and conditions therein contained.

Section 1.4 EXECUTION OF ASSIGNMENT

By the terms of the Facility Agreement, the parties hereto have agreed that the Secured Amounts (as defined herein) shall be secured by this Assignment upon the terms and conditions herein contained.

ARTICLE 2
DEFINITIONS AND INTERPRETATION**Section 2.1 DEFINITIONS AND INTERPRETATION**

- 2.1.1 Except where the context otherwise requires, or unless this Assignment otherwise provides, all words and expressions defined in the Facility Agreement when used or referred to in this Assignment shall have the same meaning as that provided for in the Facility Agreement.
- 2.1.2 Similarly, wherever applicable, the provisions of this Assignment shall be interpreted in the same manner as the provisions of the Facility Agreement would be interpreted.

2.1.3 In addition to those words and expressions already defined in the Facility Agreement, the following words and expressions shall, unless the context otherwise requires, have the meaning respectively assigned to them hereunder:-

"Accessory Parcel"	means, where applicable, the accessory parcel of land more particularly described in Section 10 of the First Schedule hereto.
"Applicable Acts"	whichever applicable, means the National Land Code, Sarawak Land Code (Cap. 81), Sabah Land Ordinance (Cap. 68), the Land (Subsidiary Title) Enactment, 1972, the Strata Titles Act, 1985, the Strata Titles Ordinance, 1995 and includes any statutory amendment or re-enactment of the statutes.
"Assigned Rights"	means all the present and future right title interest and benefits of the Assignor in and to the Property, the Sale and Purchase Agreement including, where applicable, the equity of redemption therein.
"Assignor"	means the person named in Section 1A of the First Schedule hereto and includes its/his/her heirs estate personal representatives successors in title and permitted assigns.
"Bank"	means RHB ISLAMIC BANK BERHAD Company No.200501003283 (680329-V), a company incorporated in Malaysia and having a place of business as stated in Section 2 of the First Schedule hereto and includes its successors in title and assigns.
"Compensation for Late Payment (Ta'widh)"	means the compensation for late payment (ta'widh) payable by the Customer in accordance with Clause 8.7 herein.
"Connected Parties"	means as prescribed in the Bank Negara Malaysia Garis Panduan 6 (Revised) "Guidelines on Credit Transactions and Exposures with Connected Parties" which includes, inter alia, directors, controlling shareholders, executive officers and credit officers and their close relatives.
"Customer"	means the party named in Section 1B of the First Schedule hereto and includes its/his/her heirs estate personal representatives successors in title and/or permitted assigns.
"Developer"	means the developer of the Property whose name and particulars are more particularly specified in Section 8 of the First Schedule hereto and includes contractors who are employed by the Developer or Proprietor to construct the Property, and includes their respective successors in title and assigns.
"Facility"	means the financing facility made or to be made available by the Bank to the Customer of the type set out in Section 3 of the First Schedule hereto of up to the maximum aggregate amount set out in Section 4 of the First Schedule hereto.
"Facility Agreement"	means the facility agreement made between the Bank and the Customer on the date as stated in Section 11 of the First Schedule hereto, and includes, where the context so permits, any amendment(s) or variation(s) thereof and addition(s) thereto from time to time including any other instrument(s) now or hereafter or from time to time executed supplemental thereto or in substitution thereof.

"HDA"	means the Housing Development (Control and Licensing) (Amendment) Act 2007 and includes any statutory amendment, re-enactment thereof, all subsidiary legislation enacted thereunder and any regulation in relation thereto.
"HDA Property"	means the Property which is subject to the HDA, generally, the housing accommodation as defined under the HDA.
"National Land Code"	means the National Land Code, 1965 (Act 56 of 1965) of Peninsular Malaysia and includes any statutory amendment or re-enactment thereof and all subsidiary legislation enacted thereunder.
"Non-HDA Property"	means the Property which is not subject to the HDA.
"Property"	means all that land or property identified or described in Section 9 of the First Schedule hereto together with all buildings and fixtures on such land or property.
"Proprietor"	means the registered owner of the land where the Property is constructed and situated thereon whose name and particulars are more particularly specified in Section 7 of the First Schedule hereto and includes its successors in title and assigns.
"Related Agreement"	means every agreement (in addition to the Sale and Purchase Agreement) deriving title of the Assignor over the Property and more particularly described in Section 12 of the First Schedule hereto.
"Sale and Purchase Agreement"	means the sale and purchase agreement dated the day and month and year stated in Section 5 of the First Schedule hereto made between the Vendor and the Assignor in relation to the Property which expression shall, where the context so permits, include any amendment(s) or variation(s) thereof and addition(s) thereto from time to time including any instrument(s) executed or hereafter or from time to time executed supplemental thereto or in substitution thereof and where applicable, includes the Related Agreement.
"Secured Amounts"	means the Sale Price (as defined in the Facility Agreement), the Brokerage Fee (as defined in the Facility Agreement) and/or Redraw Maintenance Fee (if applicable) (as defined in the Facility Agreement) (that are outstanding at any particular time and/or any part thereof) and, all other amounts payable by the Customer to the Bank under the Transaction Documents (whether in connection with the Sale Price, fees, costs, expenses or otherwise howsoever) and the Secured Amounts shall include any liability of the Customer and/or the Security Party under the Transaction Documents.
"Security Interest"	means any mortgage, charge, pledge, lien, assignment, hypothecation, caveat, right of set off or any security interest whatsoever, howsoever created or arising.
"Security Party"	means the Customer and/or party or parties referred for the time being providing security for the obligations and liabilities of the Customer (including but not limited to the payment of the Secured Amounts) under and in connection with the Facility.
"Shariah Principles"	means the Islamic principles of banking and finance as adopted and approved by the Shariah Committee of the Bank and the Shariah Advisory Council of Bank Negara Malaysia under Section 51 of the Central Bank of Malaysia Act 2009.

"Takaful Operators"	means any takaful company or takaful provider duly approved by the Bank.
"Takaful Policy"	means all certificates, policies and contracts of takaful of whatever nature which are now, or may from time to time be taken out, with respect to the Property and where applicable, all the certificates, policies and contracts of takaful referred to in Section 6.1 hereof, or any one or more of them.
"Title"	means the issue document of title to the Property.
"Transaction Documents"	<p>collectively means:</p> <ul style="list-style-type: none"> (1) this Assignment; (2) the Facility Agreement; (3) the Commodity Transaction Documents (as defined in the Facility Agreement); (4) the Redraw Commodity Transaction Documents (as defined in the Facility Agreement); (5) the Security Documents (as defined in the Facility Agreement); and <p>any other document or agreement designated as such by the Bank.</p>
"Vendor"	means the party(ies) whose name, description and present address as set out in Section 6 of the First Schedule 1 hereto who has/have respectively entered into the Sale and Purchase Agreement as the seller thereof with the Assignor and/or any previous beneficial owner of the Property including but not limited to the Developer and/or the Proprietor and includes its successors in title and assigns.
In this Assignment, the term "prior written notice" means a prior written notice given by the Bank in accordance with the time period and other requirements relating to such prior written notice as determined by Bank Negara Malaysia from time to time.	

Section 2.2 FACILITY AGREEMENT INCORPORATED INTO THIS ASSIGNMENT

All the provisions of the Facility Agreement are, whether repeated herein or not, incorporated into and form part of this Assignment and all representations, warranties and covenants made therein by the Customer shall be deemed to have been made by the Assignor herein and references to the Customer in the Facility Agreement shall be read as if they were references to the Assignor. Subject to such alterations or variations where necessary to make the provisions of the Facility Agreement consistent with the provisions of this Assignment, in the event of any conflict or discrepancy between the provisions of the Facility Agreement and any of the provisions of this Assignment, the provisions of this Assignment shall prevail for the purposes of interpretation and enforcement of this Assignment.

ARTICLE 3 COVENANT TO PAY

Section 3.1 COVENANT TO PAY

The Assignor hereby covenants with the Bank that the Assignor shall duly and punctually pay the Secured Amounts to the Bank in the manner as set out in the Transaction Documents.

ARTICLE 4
ASSIGNMENT

Section 4.1 **ASSIGNMENT**

As security for the Secured Amounts, the Assignor as beneficial owner hereby assigns to the Bank the Assigned Rights.

Section 4.2 **NOTICE OF ASSIGNMENT AND CONSENT TO ASSIGNMENT**

(a) **For HDA Property**

If the Property is the HDA Property, the Assignor hereby agrees, covenants and undertakes to the Bank that the Assignor shall forthwith upon the execution of this Assignment notify the Vendor of the creation of assignment hereof and cause to be delivered to the Bank the original copy of the acknowledgement by the Vendor substantially in the format as set out in Schedule A hereof or any other form acceptable to the Bank.

(b) **For Non-HDA Property**

If the Property is the Non-HDA Property, the Assignor hereby agrees, covenants and undertakes to the Bank that the Assignor shall forthwith upon the execution of this Assignment obtain the Vendor/Proprietor/Developer's consent of the creation of assignment hereof and cause to be delivered to the Bank the original copy of the consent form substantially in the format as set out in the Third Schedule hereof or any other form acceptable to the Bank.

Section 4.3 **PRESERVATION OF ASSIGNOR'S LIABILITIES AND OBLIGATIONS**

The Assignor shall and hereby expressly agrees covenants and undertakes:-

- 4.3.1 to continue to observe, perform and be bound by all whatsoever conditions covenants and stipulations therein contained in the Assigned Rights on the part of the Assignor expressed and contained;
- 4.3.2 to be responsible for and to pay to the Vendor and/or any other person, body or corporation any moneys whatsoever and howsoever payable by the Assignor in respect of the Assigned Rights; and
- 4.3.3 to indemnify the Bank against all claims demands actions fines penalties and legal proceedings whatsoever made against or charged or imposed upon the Bank by the Vendor arising from or in connection with any act or omission done or omitted to be done by the Assignor whomsoever in or on or in respect or pertaining to the Assigned Rights.

Section 4.4 **CUSTODY OF THE SALE AND PURCHASE AGREEMENT**

During the continuance of this Assignment and so long the Secured Amounts remain outstanding, the Bank shall have custody and possession of the original, signed and stamped copy of the Sale and Purchase Agreement.

Section 4.5 **EXECUTION OF CHARGE**

Upon the issue of the Title by the relevant governmental authorities, the Assignor shall at its own cost and expense and immediately upon being so required to do so by notice in writing from the Bank take a transfer of the Property and immediately deliver and deposit or cause to deliver and deposit with the Bank or its solicitors

the relevant document(s) of title and the instrument of transfer in relation to the Property in favour of the Assignor and all other documents together with all necessary stamp and registration fees for effecting the registration thereof free from encumbrances and shall at the Assignor's own cost and expense immediately execute a statutory charge in the form prescribed under Section 242 (dealing with form of charges) of the National Land Code and/or the equivalent provision under the Applicable Acts (whichever applicable) over the Title such charges to be in form and substance prescribed by the Bank at its discretion in favour of the Bank to secure the payment to the Bank of the Secured Amounts. The Assignor shall reimburse to the Bank all monies paid by the Bank to the Vendor and/or the Developer and/or the Proprietor or such other parties as may be deemed necessary by the Bank to facilitate the delivery of the documents necessary for registering the transfer of the registered ownership of the Property in the name of the Assignor and the Charge in favour of the Bank.

Section 4.6 POWER OF ATTORNEY

In consideration of the Bank agreeing to grant the Facility to the Customer, the Assignor hereby irrevocably appoints the Bank or any person or corporate body appointed by the Bank as attorney of the Assignor and in the Assignor's name or in the name of the attorney or otherwise and on the Assignor's behalf to enable the Bank to do the following:

- 4.6.1 exercise more readily the rights, remedies and powers conferred upon the Bank in respect of the Assigned Rights and to deal with the Assigned Rights in any manner whatsoever including the power to transfer the Property to the Assignor and to charge the same to the Bank upon issue of the Title and to enforce all rights and remedies under the Sale and Purchase Agreement and do all other things as fully and effectually as the Assignor could do itself in connection therewith and to protect or otherwise perfect the interest of the Bank in the security herein created and in particular but without prejudice to the foregoing to assign, sell, let, lease or demise the Assigned Rights or any part thereof;
- 4.6.2 and to do all whatsoever acts, to obtain all whatsoever consents and approvals from the appropriate state authority and or other authorities and to execute all whatsoever documents to give effect to such transfer, charging, procurement of consents and approvals, sale, letting, lease or demise or which the Bank may deem necessary on any sale by the Bank of the Assignor's rights, title and interest in the Assigned Rights under the power of sale conferred by this Assignment and to give a good receipt for the purchase of moneys received and for the purpose of giving effect to the rights of the Bank under this Assignment;
- 4.6.3 to execute on the Assignor's behalf any transfer or charge or lease or any other agreement and instrument and any such transfer or charge or lease or other agreement and instrument executed on the Assignor's behalf by the Bank or any person or corporate body appointed on behalf of the Bank shall be as good valid and effectual to all intents and purposes whatsoever as if the same had been executed by the Assignor in his own proper person and also to do and perform all whatsoever acts matters and things necessary or expedient for the registration of all instruments required by law to be registered as fully and effectually as the Assignor could do itself if the Assignor were personally present with the power for such attorney to substitute and appoint one or more attorneys under it for all or any of the purposes aforesaid as he shall think fit.
- 4.6.4 to apply to the state authority for the extension of the leasehold tenure of the Property, if required.

AND the Assignor hereby irrevocably agrees, consents and undertakes that at all times hereafter to ratify and confirm whatsoever the said attorney or his attorney or attorneys shall lawfully do or cause to be done in and concerning the premises by virtue of this Assignment and that this power of attorney granted to the Bank or its attorney or attorneys shall be enforceable by the Bank or its attorney or attorneys throughout the subsistence of this Assignment.

Section 4.7 THE BANK NOT BOUND TO TAKE ACTION

The Bank shall not be under any obligation to the Assignor to take any action or to enforce any rights title interest and benefits hereby assigned and shall not be under any obligation to the Assignor by reason of the Bank having abstained from taking or continuing any such action or steps.

Section 4.8 CONTINUING SECURITY

4.8.1 The security herein provided is expressly intended to be and shall be a continuing security for all moneys whatsoever now or hereafter and from time to time owing to the Bank by the Customer and/or the Assignor whether alone or jointly and severally with another or others and whether as principal or surety in connection with the Facility notwithstanding that the Customer and/or the Assignor may at any time cease to be indebted to the Bank for any period or periods.

4.8.1 This Assignment shall be without prejudice to any security already given by the Customer and/or the Assignor to the Bank or any security which may hereafter be given to the Bank whether the same be for securing the payment of the Secured Amounts or whether it is taken as additional or collateral security otherwise howsoever.

Section 4.9 RESTRICTION AGAINST OTHER CHARGES

The Assignor hereby declares, covenants, warrants and undertakes that there is no mortgage, charge, pledge, lien or other Security Interest over the Assigned Rights ranking in point of priority to or of equal ranking in point of priority with this Assignment and :-

4.9.1 the Assignor shall not during the subsistence of this Assignment without the prior consent in writing of the Bank execute any form of charge, mortgage, debenture, pledge, lien, assignment or Security Interest or permit to exist any caveat or prohibitory order or both in respect of the Assigned Rights;

4.9.2 this Assignment shall be without prejudice to and shall not operate so as to merge or otherwise affect any lien or security already given by the Assignor or any other security which may hereafter be given to the Bank by the Assignor or any other Security Party or to which the Bank is entitled whether the same be for securing payment of the Secured Amounts and whether such security is taken as additional or collateral security or otherwise howsoever.

Section 4.10 COVENANT TO PROVIDE FURTHER SECURITY

The Assignor shall at any time if and when required by the Bank so to do (with prior written notice to the Assignor and by stating reasons in such written notice), execute in favour of the Bank or as the Bank shall direct such legal or other mortgages, charges, assignments, transfers or agreements as the Bank shall require of and on all the Assignor's estate, right, title and interest in any property or assets or business belonging to the Assignor or which may hereafter be acquired by the Assignor and the benefits of all licences held in connection therewith to secure Secured Amounts and such mortgages, charges, assignments, transfers or agreements to be prepared by or on the Bank's behalf at the Assignor's cost and to contain all such terms and conditions for the Bank's benefit as the Bank may require.

Section 4.11 FURTHER ASSURANCE

The Assignor shall from time to time and at any time, whether before or after the security hereby constituted shall have become enforceable, execute and do all such transfers, assignments, assurances, acts and things as the

Bank may require for perfecting or further assuring the security intended to be hereby constituted and for facilitating the realisation of the property hereby charged and the exercise by the Bank of all the powers, authorities and discretions hereby conferred on the Bank and the Assignor shall also give all notices, orders and directions which the Bank may think expedient. For such purposes a certificate in writing signed by or on behalf of the Bank to the effect that any particular transfer, assignment, assurance, act or thing required by it is required by it shall be conclusive evidence of that fact.

Section 4.12 THE BANK MAY COMPROMISE

The Bank shall be entitled on behalf of the Assignor to enter into any settlement or arrangement or accept any compositions or grant any waiver or time in relation to the Assigned Rights (with written notice to the Assignor) of the Assignor and such settlement or arrangement or composition or waiver or granting of time shall be binding on the Assignor.

ARTICLE 5 COVENANTS IN RESPECT OF PROPERTY

Section 5.1 COVENANTS IN RESPECT OF PROPERTY

The Assignor further covenants and undertakes with the Bank that during the continuance of this Assignment:-

5.1.1 Custody of Title Documents

Upon the issuance of the Title by the relevant governmental authorities, let the Bank have the custody or possession of the original issue document(s) of title to the Property so long as this Assignment shall remain enforceable and the parties hereby agree that insofar as the law shall permit, the application of Section 244(2) (dealing with custody of issue of document of title or duplicate lease) of the National Land Code or the equivalent provision under the Applicable Acts (whichever applicable) shall be restricted to instances where the production of any document is required for purposes of any action or matter initiated or instituted by the Government or any governmental authority department or officer and not where such document is required for any purpose or to effect any transaction conducted or initiated by the Assignor AND nothing contained or expressed in the said Section 244(2) (dealing with custody of issue of document of title or duplicate lease) of the National Land Code or the equivalent provision under the Applicable Acts (whichever applicable) shall be construed as or deemed to be consent by the Bank.

5.1.2 Payment of Outgoings

Punctually pay all existing current and future quit rent, rates, taxes and all outgoings whatsoever which are now or any time hereafter be payable in connection with or arising out of the Property or of the Assignor's business and obtain all necessary licences and comply with all regulations relating to the carrying on of such business and the Assignor shall produce to the Bank the receipts for all such payments as aforesaid. In the event of the Assignor failing to pay any money herein covenanted to be paid, it shall be lawful for but not obligatory upon the Bank to pay the same or any part thereof and all moneys expended by the Bank shall be recoverable from the Assignor and shall be paid by the Assignor on demand of the same being made by the Bank.

5.1.3 Repair and Maintenance

Keep the building now standing or that may hereafter be erected on the Property and all fittings and fixtures therein in tenantable repair and condition and comply with all notices and orders served on the Assignor by any competent or other public or local authority in respect of repairs sanitary installation

sewerage road-making or otherwise. The Assignor will permit the Bank or its agents (with prior written notice to the Assignor) at all reasonable times of the day to enter into or upon the Property and all buildings thereon to examine the state and condition thereof and will forthwith repair and make good all defects and wants of reparation. In default whereof it shall be lawful for but not obligatory upon the Bank and without being liable as a chargee in possession (except if such liability is due to any error, omission, misrepresentation or negligence caused by the Bank) at any time to enter (with prior written notice to the Assignor) upon the Property and to effect such repair as may be necessary and all moneys expended by the Bank shall be recoverable from the Assignor and shall be paid by the Assignor on demand of the same being made by the Bank.

5.1.4 Compliance with Title Conditions

Upon the issuance of the Title by the relevant governmental authorities, observe and comply with any conditions covenants restrictions and category of land use express or implied, binding the Property or building erected or to be erected hereafter or otherwise howsoever in respect of the Property and will not do or omit to do or suffer to be done or omitted any act matter or thing in or in respect of the Property or any part thereof which shall contravene the provisions of any statutory law and rules made thereunder now or hereafter affecting the same. In default whereof it shall be lawful for but not obligatory for the Bank (with written notice to the Assignor) to take such steps and measures necessary to ensure compliance and non-contravention by the Assignor of any statutory law enactment by-laws and rules made thereunder now or hereafter affecting the Property and all monies expended by the Bank shall be recoverable from the Assignor and shall be paid by the Assignor on demand of the same being made by the Bank. The Assignor shall at all times hereafter indemnify and keep indemnified the Bank against all claims, demands, actions, proceedings, costs and expenses in respect of any such act matter or thing done or omitted to be done by the Assignor in contravention of such provisions.

5.1.5 Information on Matters Affecting Security

Give to the Bank within seven (7) days of the receipt of the notice of the same full particulars of any notice or proposal for a notice or order or proposal for an order given or issued or made to the Assignor in respect of the Property or any part thereof by or on behalf of any planning local government public health sanitary housing or other authority and produce such notice to the Bank and also shall without delay and within the period prescribed by such notice take all reasonable and necessary steps to comply with the provisions of such notice or order to safeguard and preserve the Property or any part thereof or the title or ownership thereto and also may on the Assignor's own accord or shall at the request of the Bank and at the Assignor's cost make or join with the Bank in making such objections or representations against or for in respect of any such proposal or such notice or order as the Bank shall deem expedient.

5.1.6 Use of Building and Land

On receipt of a notice in writing from the Bank that in the opinion of the Bank any use by the Assignor of the Property or any part thereof or any building thereon whether by reason of over-crowding or for any other reason whatsoever is calculated to affect adversely the security of the Bank discontinue such use forthwith.

5.1.7 Dealings with Security

Not sell, transfer, 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 surrender of the Property or any part thereof or any interest therein 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 the rescission removal or amendment of any condition or restriction affecting the Property without the written consent of the Bank first had and obtained.

5.1.8 Not Part with Possession

Not lease or create a tenancy or grant or allow to be leased or granted any licence or otherwise howsoever part with or allow to be parted with the possession or make or accept or allow to be made or accepted the surrender of any lease or tenancy whatsoever of or in respect of the Property or any building or fixture thereof or any part thereof to any person firm or company without the consent in writing of the Bank first had and obtained which consent may be given or refused on such terms and conditions as the Bank deems fit.

5.1.9 Demolition of or Improvement on Building

Not alter, pull down, or remove any building or fixture now or at any time hereafter erected on or affixed to the Property or any part thereof or erect make or maintain or suffer to be erected made or maintained on the Property or any part thereof any additional building erection or improvement without the consent in writing of the Bank first had and obtained and will forthwith replace or make good the same in the event of such addition, alteration, pulling down or removal made without the Bank's consent. In the event that the Bank shall give its consent, the Assignor shall duly apply for all necessary permissions as required by law and will give the Bank immediate notice of such permissions if granted and the Assignor will at all times indemnify and keep indemnified the Bank against all proceedings costs expenses claims and demands whatsoever in respect of and arising out of any contravention by the Assignor of such permission. Where it is intended that there is to be erected any building or buildings on the Property or that the Facility are to be utilised for the purposes thereof, the Assignor shall complete the erection of such building or buildings in accordance with the approved plans thereof or such 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.

5.1.10 Valuation

The Assignor authorises the Bank to value the Property annually or at such interval as the Bank shall in its discretion decide by any valuer or any officer of the Bank at the Bank's sole costs and expense to determine the location, surroundings, conditions, usage and suitability of the Property and in the event such valuation reveals that the forced sale value of the Property is lower than that at the date hereof the Bank shall have the discretion (with prior written notice to the Assignor) to terminate the Facility or to require the Assignor within fourteen (14) days from the date of such written notice from the Bank to charge, pledge, mortgage or deposit with the Bank the Assignor's stocks and shares, assets, moveable property and/or the issue document of title, if any, or all immoveable properties vested in the Assignor of such value as the Bank may from time whether in cash or otherwise to time require or for such tenure as the Bank so requires by way of further and additional security for the payment of the total amount owing for the time being under this Assignment.

5.1.11 Continuous Maintenance

In addition to and not in derogation of the agreements and stipulations implied, the obligations imposed and the rights created by law, custom and this Assignment, the Assignor expressly agrees covenants and undertakes where applicable the following:-

- (a) during the term of this security, the Assignor will continue to maintain and cultivate the Property in a proper and workmanlike manner and follow the methods of good maintenance and until the security herein created be fully satisfied and discharged the Bank shall at all reasonable times be at liberty (with prior written notice to the Assignor) to enter upon the Property to view and inspect the state of maintenance of the Property;
- (b) the Bank shall be at liberty to employ a visiting agent or agents or any other person or persons from time to time to enter (with prior written notice to the Assignor) into and inspect the Property and into any building or structure now or at any time hereafter erected thereon and may have access to any fixture thereon and to view and inspect the condition of repair thereof and to make a report thereon at the costs and expenses of the Bank provided however that if the Bank should enter and repair the same it shall not be liable as a chargee in possession, except if such liability is due to any error, omission, misrepresentation or negligence caused by the Bank;
- (c) during the term of this security the Assignor will keep the Property clean, weeded and free from weeds and other undergrowth, in default whereof it shall be lawful for but not obligatory upon the Bank (with prior written notice to the Assignor) to employ labourers, or workmen, for the purpose of keeping the Property clean, weeded and free from weeds and other undergrowth PROVIDED ALWAYS that nothing in this Section contained and no act of the Bank, its servants or agents done, in pursuant of the provisions of this Section shall render the Bank liable as a chargee in possession, except is such liability is due to any error, omission, misrepresentation or negligence caused by the Bank, its servants or agents.

ARTICLE 6 TAKAFUL

Section 6.1 TAKAFUL ON PROPERTY

The Assignor shall have covered or caused to be covered under Takaful the Property and any other property charged or assigned or pledged or howsoever given as security to the Bank with the Takaful Operators against loss or damage by fire explosion lightning tempest flood riot civil commotion strike and malicious acts and any other risks as the Bank may from time to time require for its or their full takafulable value and in any event for a sum acceptable to the Bank in the name of the Assignor or the Security Party with the Bank's interest as chargee and loss payee endorsed on the Takaful Policies so taken out and shall have deposited with the Bank the original of the Takaful Policies so taken out and the original of all receipts or evidence of payment of the current premium/contribution payable thereon.

Section 6.2 MORTGAGE REDUCING TERM TAKAFUL/MORTGAGE LEVEL TERM TAKAFUL

The Assignor can choose to obtain a mortgage reducing term takaful/mortgage level term takaful or any other plan/policy guaranteeing the payment of the Secured Amounts to be paid by the Assignor or to be financed by the Bank from a takaful operator acceptable to the Bank with the interest of the Bank as an assignee and loss payee endorsed on the takaful policy so taken up and shall from time to time pay the premium/contribution thereon and deliver the receipts for the same to the Bank.

If the Assignor decides to vary the coverage of or not to obtain the a mortgage reducing term takaful/mortgage level term takaful before the Transaction Documents are drafted, the Assignor must then give a written letter of awareness (in the form acceptable to the Bank) stating that the Assignor is fully aware of the consequences of varying the coverage of or not obtaining the a mortgage reducing term takaful/mortgage level term takaful, and that accordingly the Assignor will not hold the Bank responsible for anything that may happen to the Assignor before the financing is fully settled.

Section 6.3 RESTRICTION AGAINST ADDITIONAL TAKAFUL

The Assignor shall not except at the request or with the consent in writing of the Bank effect or keep on foot any takaful against any risk in respect of the Property, which the Bank has effected or has kept on foot suchtakaful.

Section 6.4 TERMS AND FORM OF TAKAFUL

Takaful Policies taken out or effected under this Assignment shall be generally in form and upon terms acceptable to the Bank and, without limitation, shall be subject to the following:-

6.4.1 Name covered under Takaful

All takaful shall be taken out in the name of the Assignor at the full takafulable value of the Property against loss or damage by fire, lightning, tempest, flood, riot, civil commotion malicious acts and strike and such other rides as the Bank may from time to time require and shall be expressly and specifically assigned to and for the benefit of the Bank.

6.4.2 Takaful Operator and Terms

The Assignor shall place or cause to be placed Takaful Policies with a reputable takaful operator approved by the Bank. All Takaful Policies shall be valued certificates/policies and shall provide that they are payable in Ringgit Malaysia. Such Takaful Policies shall provide that the cancellation of such Takaful Policies cannot be effected without prior written consent of the Bank.

Section 6.5 BANK AS LOSS PAYEE

The Assignor shall cause the Bank as assignee and loss payee to be endorsed on the Takaful Policies so taken up and shall deposit or cause to be deposited with the Bank the original copy of the Takaful Policies so taken out together with the receipts or other evidence of payment of the current premium/contribution payable under such Takaful Policies.

Section 6.6 EVIDENCE OF TAKAFUL

On the date of execution of this Assignment or at such later date as the Bank may require, the Assignor shall furnish the Bank with the originals of all Takaful Policies assigned hereunder and all binders and certified copies of cover notes or other written evidence satisfactory to the Bank showing that the required takaful of each type has been placed. No change shall be made in any Takaful Policies without the Bank's prior written consent. The Assignor shall promptly furnish the Bank with the original copy of all the Takaful Policies assigned hereunder, cover notes and certificates and renewals thereof.

Section 6.7 BANK'S RIGHT TO COLLECT PROCEEDS AND PAY TAKAFUL CONTRIBUTION

The Bank is hereby authorised but not required, in its own name or in the name of the Assignor to demand, collect, give receipts for and prosecute all necessary actions in the courts to recover any and all takaful moneys that may become due and payable under the Takaful Policies. If the Assignor at any time fails to comply with the provisions stated in Sections 6.1 and/or 6.2 hereto or fails to pay or cause to be paid when due any takaful contributions, calls or other costs related to obtaining or maintaining the takaful required hereunder or fails to obtain any required takaful or to deliver to the Bank all policies, certificates, contracts of takaful, binders and cover notes and all renewals thereof as required by the provisions of this Assignment, the Bank may (with written



RHB ISLAMIC Bank Berhad
200501003283 (680329-V) Incorporated in Malaysia



RHB Islamic Bank Berhad/Retail/Deed of Assignment (3rd Party)

notice to the Assignor), but is not required to, procure such takaful or pay unpaid contributions, or both, and other costs. All expenditure incurred thereby shall be for the account of the Assignor and shall be deemed to be and form part of the Secured Amounts. All compensation payable hereunder shall be calculated and charged in accordance with the provisions of the Facility Agreement.

Section 6.8 COMPLIANCE WITH TAKAFUL TERMS, LAWS, REGULATIONS, ETC.

The Assignor shall not do any act, allow or permit any act to be done (whether by omission or commission), whereby the Takaful Policies may become void or voidable, or may become a ground of repudiation by the Takaful Operator or allow the Property to be used in any manner not permitted under the Takaful Policies.

Section 6.9 APPLICATION OF TAKAFUL MONEY

The Bank may (with written notice to the Assignor) require any money received on any takaful relating to the Property whether effected by the Bank or by the Assignor to be applied in or towards making good the loss or damage in respect of which the money is received or receivable or in or towards the discharge of the Secured Amounts or if no moneys are for the time being owing by the Customer or the Assignor or any Security Party to the Bank be paid into a cash collateral account to be opened by the Assignor and to be maintained with the Bank or any financial institutions as stipulated by the Bank and the Assignor shall hold any money received on such takaful in trust for the Bank and the Bank may receive and give a good discharge for any such moneys.

Section 6.10 WORKER'S COMPENSATION

The Assignor shall take out and maintain for such amount and with such takaful company as shall be approved by the Bank a policy of takaful certificate/plan in respect of workmen's compensation for all employees of the Assignor or alternatively comply with any law for the time being relating to the establishment of social security schemes or benefits for employees.

ARTICLE 7 GOVERNMENT ACQUISITION

Section 7.1 GOVERNMENT ACQUISITION

In the event that the Property or any part thereof shall at any time become the subject matter of or be included in any notice notification or declaration concerning or relating to acquisition by government or any governmental authority or any enquiry or proceedings in respect thereof or if any government or governmental authority shall condemn, nationalise, seize or otherwise expropriate all or any substantial part of the property or other assets of the Assignor or shall have assumed custody or control of such property or other assets or of the business or operations of the Assignor or shall have taken any action for the liquidation of the Assignor or any action that would prevent the Assignor or its officers from carrying on the operations of the Assignor, the Assignor shall forthwith inform the Bank of the same and shall forward to the Bank a copy or copies of any such notice notification or declaration as soon as the same shall be delivered to or served on the Assignor.

Section 7.2 POWER TO ENGAGE ADVISERS

The Bank shall be entitled (with written notice to the Assignor) to engage such advisers and agents (including solicitors and valuers) as it may think fit for the purpose of appearing or attending at or advising upon any enquiry or proceedings affecting concerning or relating to any such acquisition, expropriation or any of the matters referred to in Section 7.1 hereof at the expense of the Assignor.

Section 7.3 APPLICATION OF COMPENSATION MONEYS

All moneys received as or by way of compensation in respect of any of the matters referred to in Section 7.1 above shall be applied in or towards the discharge or payment of the Secured Amounts and any money or liability secured by this Assignment and the Assignor shall, and hereby declares that it will hold all such moneys if paid to and received by it hereunder in trust for the Bank and the Assignor agrees and confirms that the Bank may receive and give a good discharge for all such moneys.

**ARTICLE 8
REMEDIES****Section 8.1 POWERS UPON DEFAULT**

Upon the occurrence of an Event of Default and/or as declared by the Bank, the Bank shall be entitled (with written notice to the Assignor) but shall not be bound to exercise all or any of the following rights and powers:-

- 8.1.1 the right to take possession of the Property or any part or parts thereof without being liable as a chargee in possession, except if such liability is due to any error, omission, misrepresentation or negligence by the Bank;
- 8.1.2 the right to exercise or enforce all or any of the rights, title, interest and benefits of the Assignor under the Sale and Purchase Agreement;
- 8.1.3 the right to let, lease or demise the Property or any part or parts thereof for such tenancy or term of years at such rent and generally upon such terms as the Bank in its discretion shall think fit PROVIDED ALWAYS that the Bank may without prejudice to the right aforesaid continue to let lease or demise the Property or any part or portion thereof to such occupants as the Bank shall in its discretion determine and shall be entitled to collect all rentals or such increased rental as the case may be and other charges thereto notwithstanding any other provision of this Assignment;
- 8.1.4. the right and power to sell, assign, charge or in any manner whatsoever dispose of or deal in the Property as the unencumbered owner thereof at such price or prices and whether by way of public auction or private treaty with or without advertisement or valuation and in such other manner and upon such terms and conditions as the Bank shall in its discretion think fit free from any interest of the Assignor hereunder or otherwise and to apply the proceeds of sale in or towards the satisfaction of the Secured Amounts and all costs of and occasioned by such sale or sales the payment to the relevant authorities of all quit rent, assessment, drainage, rates and other service charges and maintenance fees payable in respect of the Property and all costs expenses dues and fees including the bank's solicitor's costs on a solicitor and client basis and fees of any valuer or real estate agent and the Bank shall only pay to the Assignor or such other person or party entitled thereto the balance (if any) of the proceeds of such sale or sales after deduction of all such principal sums and compensation and other moneys aforesaid and all the costs of and occasioned by such sale or sales and no assignee or purchaser from the Bank shall be concerned to ascertain whether or not any such default has actually arisen so as to entitle the Bank to exercise its powers of sale or assignment.

AND the Assignor shall and hereby expressly agrees covenants and undertakes to do and execute all acts deeds instruments and things which the Bank may (with prior written notice to the Assignor) require or stipulate for the purposes of effecting and or completing anything and or any transaction mentioned in this Section or in the Sale and Purchase Agreement and in or to the Property.

Section 8.2 DISCHARGE OF PURCHASERS

Upon any sale, charge, lease, disposal or dealing of or in any of the Property and upon any other dealing or transaction under the provisions herein contained, the receipt by the Bank of the purchase money or other money of the property sold or leased or charged or disposed and any other moneys paid to it shall effectually discharge the purchaser or person paying the same therefrom and from being concerned to see to the application or being answerable for the loss or misapplication thereof.

Section 8.3 APPLICATION OF PROCEEDS

The amount realised by the Bank pursuant to Section 6.9 or Section 7.3 or on a sale of the Property under the provisions of this Assignment shall be applied in the manner provided in the Facility Agreement.

Section 8.4 DEFICIENCY IN PROCEEDS OF SALE

It is hereby expressly agreed and declared between the parties hereto that notwithstanding any other provision herein contained in this Assignment to the contrary:

- 8.4.1 the Assignor shall be liable to pay to the Bank (on demand) the difference between the amount due and the actual amount ultimately received by the Bank pursuant to Sections 6.9 (*Application of Takaful Money*) and/or 7.3 (*Application of Compensation Money*) and/or upon a sale of the Property in the event that the actual amount ultimately received by the Bank pursuant to Sections 6.9 (*Application of Takaful Money*) and/or 7.3 (*Application of Compensation Money*) and/or on a sale of the Property under the provisions of this Assignment after deduction and payment from the proceeds so recovered or realised or received of all fees (including but not limited to the Bank's solicitors fees on a solicitor and client basis) dues costs rates taxes and other outgoings on the Property is less than the amount due to the Bank hereunder and under the Facility and notwithstanding whether or not the Bank is the purchaser of the Property at such sale and until such payment will (notwithstanding any foreclosure proceedings taken or sale made by the Bank) also pay compensation (both before demand as well as after judgment and irrespective of whether or not the banker and customer relationship exists or has been terminated) on such difference at the Compensation for Late Payment (Ta'widh) up to the date such difference together with all accrued compensation thereon is actually received in full by the Bank; AND
- 8.4.2 any compensation payable hereunder shall be calculated and charged in accordance with the provisions of the Facility Agreement PROVIDED THAT nothing herein contained shall be construed as imposing any obligation (whether at law or in equity) upon the Bank to exhaust its remedy to sell the Property before commencing any separate action or before enforcing any other remedies or exercising any other rights against the Customer or the Assignor or any Security Party AND the Assignor hereby irrevocably and unconditionally agrees and consents to the Bank commencing separate proceedings, enforcing other remedies and exercising any other rights which the Bank may have against the Customer or the Assignor or any Security Party prior to or simultaneously with and without having exhausted its right to sell or to proceed against the Property or to realise its security hereunder.

Section 8.5 VACANT POSSESSION

When the power of sale pursuant to the provisions of this Assignment becomes exercisable by the Bank, the Assignor hereby declares and agrees that the Assignor will deliver or cause the delivery of vacant possession of the Property to the Bank or any person authorised by it immediately on receiving written demand in that behalf by the Bank.

Section 8.6 INDEMNITY

In addition and without prejudice to the powers rights and remedies by these presents conferred, the Assignor shall indemnify the Bank against any loss or expenses (including but not limited to legal expenses on a solicitor and client basis) which the Bank may sustain or incur as a consequence of any default in payment by the Assignor of any such sum due hereunder, including (but not limited to) any profit or compensation or fees paid or payable on account of, or in respect of, any funds financed or deposits from third parties in order to maintain the amount in default or in liquidating or re-employing such funds or deposits.

Section 8.7 COMPENSATION FOR LATE PAYMENT (TA'WIDH)

The Bank shall have the right (with written notice to the Assignor) to impose compensation for late payment (ta'widh) as follows:

- (a) for any failure by the Customer to pay any amount of the Monthly Payments on its due date, the Customer and/or the Assignor shall pay compensation charges to the Bank on the overdue amount based on the following formula or any other method approved by Bank Negara Malaysia:

Compensation Charges = Overdue Amount x 1% (Compensation Rate for Late Payment) x (No. of Days Overdue/365).

- (b) for any failure on by the Customer to pay any amount overdue and which failure continues beyond the tenure of the Facility, the compensation rate that shall be applied is the Bank Negara Malaysia prevailing Islamic Money Market Rate on the overdue amount or any other method approved by Bank Negara Malaysia; and
- (c) the amount of such compensation shall not be compounded.

The compensation at the aforesaid rate shall be payable by the Customer and/or the Assignor after as well as before any judgment or order of court.

Section 8.8 INVOLUNTARY LOSS

The Bank shall not be answerable for any involuntary loss happening in or about the exercise or execution of any power conferred on the Bank by this Assignment or by statute. In or about the exercise or execution of any power conferred on the Bank by this Assignment or by law, the Bank shall not be liable to the Assignor for any loss or damages incurred or alleged to be incurred by the Assignor provided the Bank has acted in good faith, except if such loss or damages are due to any error, omission, misrepresentation or negligence caused by the Bank.

Section 8.9 ENQUIRY BY THIRD PARTIES

No person dealing with the Bank or its attorneys or agents shall be concerned to enquire whether the security hereby constituted has become enforceable or whether the power exercised or purported to be exercised has become exercisable or whether any moneys remain due upon the security of this Assignment or to see to the application of any money paid to the Bank or its attorneys or agents and in the absence of fraud on the part of such person such dealing shall be deemed so far as regards the safety and protection of such person to be within the powers hereby conferred and to be valid and effectual accordingly and the remedy of the Assignor in respect of any irregularity or impropriety whatsoever in the exercise of such power shall be in damages only.

ARTICLE 9

REPRESENTATIONS AND WARRANTIES

Section 9.1 REPRESENTATIONS

9.1.1 The Assignor hereby represents and warrants to the Bank as follows:-

- (a) **Contractual Obligations**: that this Assignment when executed will constitute legal, valid and binding obligations of the Assignor enforceable in accordance with its terms;
- (b) **Authorisations and Consents**: that all acts, conditions and things which are required or advisable to be done for or in connection with the execution, delivery, performance, legality or enforceability of this Assignment in accordance with its terms have been done, performed and have happened in due and strict compliance with all applicable laws and regulations;
- (c) **Proceedings**: that there are no proceedings current or pending before any court or to the knowledge of the Assignor threatened against or affecting the Assignor and no pending proceedings are before any government agency or administrative body or to the knowledge of the Assignor threatened against the Assignor which if adversely determined would materially or adversely affect the financial condition or operation of the Assignor or impair the right to carry on the business of the Assignor substantially as now conducted or the ability of the Assignor to discharge the Secured Amounts due hereunder or to perform its obligations under this Assignment and to the best of the knowledge and belief of the Assignor, the Assignor has complied with all applicable statutes and regulations of all government authorities having jurisdiction over the Assignor;
- (d) **Material Adverse Change**: that there is no material adverse change in the financial condition, operating environment, management of the Assignor or other conditions which will materially affect the ability of the Assignor to perform the obligations of the Assignor under this Assignment;
- (e) **Default of Sale and Purchase Agreement**: that the Assignor is not in default of any terms of the Sale and Purchase Agreement;
- (f) **Not in default**: that the Assignor is not in default in the payment or performance of any of its/his obligations for financed money, or in respect of other liabilities;
- (g) **Financial statements**: that the financial statements of the Assignor (if applicable) which has previously been submitted by the Assignor to the Bank are complete and correct and fairly represent the financial condition of the Assignor and the results of the operations of the Assignor (if applicable) for the period stated are in accordance with the generally accepted accounting principles applied on a consistent basis;
- (h) **Legal and beneficial owner of the Property**: that the Assignor is the legal and beneficial owner of the Property by virtue of the Sale and Purchase Agreement;
- (i) **Information correct**: that the information furnished by the Assignor in connection with the Facility do not contain any untrue statement or omit to state any fact and all expressions of

expectation, intention, belief and opinion and all projections contained therein were honestly made on reasonable grounds after due and careful enquiry;

(j) **Where the Assignor is a Limited Company or other Corporation:-**

- (i) **Status:** that the Assignor is a company duly incorporated with limited liability and validly existing under the laws of Malaysia and has full power and authority to own assets and to carry on the business which it conducts and/or proposes to conduct;
- (ii) **Powers:** that the execution, delivery and performance of this Assignment by the Assignor: (A) is or will when executed be within the corporate powers of the Assignor, (B) has been duly authorised by all necessary governmental approvals, and (C) does not or will not contravene (aa) any law or any contractual restriction or regulation or any order or decree of any governmental authority, agency or court binding on the Assignor or (bb) any provision of its Memorandum and Articles of Association;
- (iii) **Dissolution:** no steps have been taken or are being taken to appoint a receiver or a receiver and manager or liquidator to take over or wind-up the Assignor;

(k) **Where the Assignor is an Individual or a Sole Proprietor of a business:-**

- (i) **Status:** that the Assignor has the power or capacity to execute, deliver and perform the terms of this Assignment;
 - (ii) **Powers:** that the execution, delivery and performance of this Assignment by the Assignor: (A) has been duly authorised by all necessary governmental approvals, and (B) does not or will not contravene any law or any contractual restriction or regulation or any order or decree of any governmental authority, agency or court binding on the Assignor;
 - (iii) **Bankruptcy:** no bankruptcy proceedings have been commenced against the Assignor; and
 - (iv) **Tax returns:** that the Assignor has filed all tax returns which the Assignor is required by law to file and has paid or made adequate provision for the payment of all taxes, assessments, fees and other governmental charges assessed against him or upon any of his properties or assets, income or franchise any of them;
- (l) **Others:** such other warranties and representations as are set out in the Facility Agreement.

Section 9.2 REPETITION

The Assignor hereby acknowledges that the Bank has entered into this Assignment on the basis of and in full reliance of the above representations and warranties and the Assignor agrees covenants undertakes and confirms that each of the representations and warranties contained in Section 9.1 above shall survive and continue to have full force and effect after the execution of this Assignment and the Assignor hereby warrants to the Bank that the above representations and warranties will be true and correct and fully observed on each of the dates the proceeds of the Facility are made available to the Assignor until the Secured Amounts due hereunder have been discharged and so long as the Facility remains available or any monies provided by the Bank to the Customer pursuant thereto remain outstanding thereunder as if repeated then by reference to the then existing circumstances.

Section 9.3 SAVING OF BANK'S RIGHTS

The Bank's rights and remedies under this Section 9 in relation to any misrepresentation or breach of warranty shall not be prejudiced by any investigation by or on behalf of the Bank into the affairs of the Assignor or by the execution or the performance of this Assignment or by any other act or thing which may be done by or on behalf of the Bank in connection with this Assignment or which might, apart from the provisions of this Section 9, prejudice such rights or remedies.

ARTICLE 10 MISCELLANEOUS

Section 10.1 TIME

Time shall be of the essence of this Assignment but no failure or delay on the part of the Bank in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the Bank upon any default on the part of the Assignor shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or an acquiescence to such default; nor shall any action by the Bank in respect of any default or acquiescence in any such default, affect or impair any right, power, privilege or remedy of the Bank in respect of any other or subsequent default.

Section 10.2 CHANGES IN THE CONSTITUTION OF THE BANK, ASSIGNOR OR SECURITY PARTY

- 10.2.1 This Assignment shall remain in full force and effect notwithstanding any change in the constitution of the Assignor or any Security Party (if any).
- 10.2.2 This Assignment shall continue to bind the Assignor and the Security Party:
 - (a) notwithstanding any amalgamation or merger that may be effected by the Bank with any other company or companies;
 - (b) and notwithstanding any reconstruction by the Bank involving the formation of and transfer of the whole or any part of its undertaking and assets to a new company;
 - (c) and notwithstanding the sale and transfer of the whole or any part of the undertaking and assets of the Bank to another company;

whether the company or companies with which the Bank may amalgamate or merge or the company to which the Bank may transfer the whole or any part of its undertaking and assets either on a reconstruction or sale or transfer as stated above shall or shall not differ from the Bank in their or its objects, character or constitution.

- 10.2.3 The Assignor and the Security Party agree that this Assignment shall remain valid and effectual in all respects in favour of, against and with reference to, and that the benefit of this Assignment and all rights conferred upon the Bank by this Assignment may be assigned to and enforced by, any such company or companies as set out in sub-clause 10.2.2 above and proceeded on in the same manner to all intents and purposes as if such company or companies as set out in sub-clause 10.2.2 above had been named in this Assignment instead of and/or in addition to the Bank.
- 10.2.3 The security, liabilities and/or obligations created by this Assignment shall continue to be valid and binding for all purposes whatsoever notwithstanding:

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- (a) in the case of the Assignor or the Security Party being an individual, the Assignor's or the Security Party's death, bankruptcy, mental incapacity;
- (b) or in the case of the Assignor or the Security Party being a firm, by reason of a change in the membership of a firm (whether by death, resignation, admission of new partners or otherwise);
- (c) in the case of the Assignor or the Security Party being a corporation, the Assignor's or the Security Party's change in name or style or by amalgamation, liquidation, reconstruction or otherwise howsoever in the constitution of the Assignor or the Security Party

and it is expressly declared that no change of any sort whatsoever in relation to or affecting the Assignor or the Security Party or the Bank shall in any way affect the security, liabilities and/or obligations created hereunder in relation to any transaction whatsoever whether past, present or future.

Section 10.3 SUCCESSORS BOUND

This Assignment shall be binding upon the heirs estate personal representatives and successors in title and permitted assigns of the Assignor and on the successors in title and assigns of the Bank.

Section 10.4 TRANSFER OF SECURITY

- 10.4.1 The Bank may at any time transfer, sell, participate in secondary debt markets or assign all or any part of its rights, benefits and obligations under this Assignment and/or securities by assigning to any other person(s) all or any part of the Bank's rights and benefits under this Assignment or any securities by notice to the Assignor, as long as such assignment or such transfer is not detrimental to the rights and obligations of the Assignor under the Facility Agreement, this Assignment and/or the Transaction Documents, and the Bank may disclose to such potential assignee such information about the Assignor, its financial condition and this Assignment.,
- 10.4.2 All costs and expenses of the Bank and of the transferee of and incidental to such transfer shall be borne by the Bank and any statement or recital in the documents of transfer of the amount then due to the Bank under and by virtue of this Assignment shall be accepted as correct until proven otherwise that such amount is in fact due and shall be conclusive and binding on the Assignor.
- 10.4.3 The Assignor shall not assign any of its rights or obligations pursuant to this Assignment without obtaining the prior written consent of the Bank.

Section 10.5 STAMP DUTIES AND REGISTRATION FEES

The Assignor shall pay all stamp duties, fees or other charges payable on or incidental to the execution, issue, delivery and registration of this Assignment (including any penalties for late payment thereof) and any documents related thereto and shall reimburse the Bank for any such duties, fees or other charges paid by the Bank.

Section 10.6 COSTS

Notwithstanding that the Facility may be cancelled or aborted for any reason whatsoever, the Assignor shall be liable (on written demand by the Bank) to pay all costs fees and expenses whatsoever (including other similar duties and any penalties thereon) on a full indemnity basis in connection with or incidental to this Assignment including the Bank's solicitors' fees (on a solicitor and client basis) and stamp duty in connection with the preparation and execution of this Assignment and the documents related thereto. If the monies hereby secured or any part thereof shall be required to be recovered through any process of law or any other recovery process as well as contesting of and involvement in any legal proceedings of whatsoever nature by the Bank for the

protection of or in connection with any account(s) of the Assignor, or if the said money or any part thereof shall be placed in the hands of solicitors for collection, such amounts shall be payable by the Assignor on demand on a full indemnity basis, together with compensation from the date the costs and expenses are incurred to the date of full payment at such rate as the Bank may prescribe (both before and after judgment). Legal costs and expenses are payable by the Assignor notwithstanding that the Facility may be cancelled/aborted at any time before completion of legal documentation. The Bank shall have the right (with written notice to the Assignor) at any time to debit any of the Assignor's accounts in accordance with this Section and Section 10.19 (*Payment Provision*) below.

Section 10.7 EXPENDITURE INCURRED BY THE BANK FOR AND ON BEHALF OF THE ASSIGNOR

All moneys expended by the Bank hereunder from time to time for and on behalf of the Assignor and for its account relating to takaful, quit rent, assessment, rates, taxes, repairs, legal costs and all other outgoings shall be recoverable from the Assignor together with administration fee (if any) and the Sales and Service Tax ("SST") and/or any other tax payable thereunder and shall be repaid on demand. In default of payment, such moneys shall be deemed to form part of the Secured Amounts and to be secured hereunder and the accounts of the Assignor shall (with written notice to the Assignor) be debited accordingly.

Section 10.8 MODIFICATION AND INDULGENCE

The Bank may at any time and without in any way affecting the security hereby created and the rights, powers and remedies conferred upon the Bank under this Assignment:-

- 10.8.1 grant to the Assignor any time or indulgence or waiver or consent or release;
- 10.8.2 with twenty one (21) days' upon prior written notice to the Assignor and upon stating reason in such written notice, vary or amend any of the terms of the Facility Agreement or any of the Transaction Documents;
- 10.8.3 with prior written notice to the Assignor, determine vary or increase any credit or other facility granted to the Assignor or any Security Party and may open or continue any account or accounts (or both) with the Assignor or any Security Party at any branch or branches of the Bank;
- 10.8.4 with written notice to the Assignor where applicable, vary the number and or the amount of the Instalments/monthly payments pursuant to the Transaction Documents to be paid by the Customer;
- 10.8.5 have recourse to all or any remedies or means for recovering the moneys hereby or thereby secured which may be available for such purpose at such time and manner as the Bank thinks fit;
- 10.8.6 with prior written notice to the Assignor deal with, exchange, release or modify or abstain from perfecting or enforcing any securities or other guarantees or rights it may now or at any time hereafter or from time to time have from or against the Assignor or any Security Party or any other person;
- 10.8.7 release or discharge or compound or enter into any deed of composition with the Assignor or any Security Party;
- 10.8.8 renew any bills or negotiable securities;
- 10.8.9 with prior written notice to the Assignor determine, vary, increase, reduce, restructure, convert, earmark or cancel the Secured Amounts or any part thereof in any manner whatsoever.

Section 10.9 DEFECTS IN FINANCING POWERS

Where any moneys are owing and secured by this Assignment, they shall be deemed to be so owing and so secured notwithstanding any defect, informality or insufficiency in the financing or other powers of the Customer and/or the Assignor or any Security Party or in the exercise thereof which might have been a defence as between the Assignor or such Security Party and the Bank.

Section 10.10 SUSPENSE ACCOUNT

Any money received hereunder may (with written notice to the Assignor) be placed and kept to the credit of a non-profit bearing 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 discharge of any money or liability due or incurred by the Assignor to the Bank. Notwithstanding any such payment, in the event of proceedings in or analogous to bankruptcy, liquidation, composition or arrangement, the Bank may prove for and agree to accept any dividend or composition in respect of the whole or any part of such money and liability in the same manner as if this security had not been created.

Section 10.11 CONSOLIDATION AND COMBINATION OF ACCOUNTS

10.11.1 Any provision under any law which has the effect of restricting the right of consolidation shall not apply to this security.

10.11.2 It is hereby expressly agreed and declared that unless the Bank otherwise agrees, the Assignor shall not be entitled to redeem or require the release or discharge of any security given by the Assignor to the Bank and whether given now or hereafter except on payment by the Assignor of not only the Secured Amounts, but also all moneys whatsoever and howsoever owing or payable or due from the Customer to the Bank under any other account whether as a Assignor, guarantor, assignor or howsoever or otherwise with the Bank, and without prejudice to the generality of the foregoing, it is hereby expressly agreed and declared that unless the Bank otherwise agrees in writing this Assignment shall not be discharged except on payment of the following:-

- (a) all the Secured Amounts; and
- (b) all other moneys due and owing to the Bank by the Assignor under any account with the Bank whether or not and howsoever secured; and
- (c) all moneys secured by any other security created by the Assignor or by any person through whom the Assignor claims in favour of or vested in the Bank.

10.11.3 The Bank shall be entitled (but shall not be obliged) at any time at its discretion (by giving seven (7) days' prior written notice to the Assignor) to combine or consolidate or merge all or any of its accounts and liabilities with and to the Bank anywhere whether in or outside Malaysia whether singly 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 Assignor'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. The Bank shall not be liable for any loss or damage arising from the operation of this sub-section 9.11, except if such loss or such damage is due to any error, omission, misrepresentation or negligence caused by the Bank.

Section 10.12 FURTHER CHARGE

If the Assignor shall execute or create any further or subsequent assignment, charge, mortgage or encumbrance over the Property or any part thereof in favour of any other corporation person or persons of which the Bank shall receive notice either actual or constructive, the Bank may on receiving such notice forthwith open a new or separate account with the Assignor in its books and if the Bank does not in fact open such new or separate account the Bank shall nevertheless be deemed to have done so at the time when the Bank received or was deemed to have received such notice and as from and after the time of notice all payments in account made by the Assignor to the Bank shall (notwithstanding any legal or equitable rule of presumption to the contrary) be placed or deemed to have been placed to the credit of the new or separate account so opened or deemed to have been opened as aforesaid and shall not be utilized in reduction of the amount due by the Assignor to the Bank at the time of notice. PROVIDED ALWAYS that nothing in this Section contained shall prejudice the security which the Bank otherwise would have had hereunder for the payment of the moneys, costs, charges and expenses herein this Assignment referred to notwithstanding that the same may become due and owing or be incurred after the time of notice.

Section 10.13 NO OBLIGATION TO MAKE ADVANCES

Nothing contained herein shall be deemed to render it obligatory upon the Bank either at law or in equity to make or continue to make any advances or to afford any other accommodation or facilities whatsoever to the Assignor if the Bank in its discretion deems it inadvisable so to do..

Section 10.14 INTERCHANGE OR SUBSTITUTION OF FACILITIES

The Bank may upon settlement of the Facility or any part thereof or at any time in its discretion (with twenty one (21) days' prior written notice to the Assignor and by stating reasons in such written notice) and without affecting the security hereby created, grant further facilities, vary, interchange or substitute any of the Facility granted with other banking facilities to be granted to the Assignor and this Assignment shall secure such further or interchanged or substituted facilities.

Section 10.15 SECTION 57 OF THE ISLAMIC FINANCIAL SERVICES ACT, 2013

To the best of the Assignor's knowledge and information, the granting of the Facility is not a related party transaction as defined under Section 57 of the Islamic Financial Services Act, 2013 and to the best of the Assignor's knowledge:

- (a) the Assignor's director(s) is/are not a close relative to any Connected Parties of the Bank, or any of the Bank's subsidiaries or entities controlled by the Bank;
- (b) it has no control over the Bank's Connected Parties; and
- (c) none of the Bank's Connected Parties are interested as director, partner, executive officer, agent or or guarantor for the Assignor, its holding company and/or its ultimate holding company.

The Assignor shall forthwith inform the Bank if the above is otherwise and shall provide the Bank with the names of the Connected Parties and their relationship thereto.

Section 10.16 LIEN AND OTHER SECURITIES NOT AFFECTED

Nothing herein contained shall prejudice or affect any lien to which the Bank is entitled or any other securities which the Bank may at any time or from time to time hold for or on account of the monies hereby secured nor shall anything herein contained operate so as to merge or otherwise prejudice or affect any bill of exchange promissory note draft trust receipt guarantee mortgage charge lien or other security which the Bank may for the





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time being have for any money intended to be hereby or otherwise secured or any right or remedy of the Bank thereunder.

Section 10.17 CERTIFICATE OF INDEBTEDNESS

It is hereby agreed that any admission or acknowledgement in writing by the Assignor, or by any person authorised on their behalf or a judgment (by default or otherwise obtained against any of them) or a statement of account in writing showing the Secured Amounts of the Assignor which is duly certified by an authorised officer or agent of the Bank or computer generated notice from the Bank which do not require signatures issued by the Bank as to the amount of such balances and liabilities incurred or due to the Bank or Compensation for Late Payment (Ta'widh) payable shall be binding and conclusive evidence against the Assignor for whatever purpose including as being conclusive evidence of Secured Amounts in a court of law.

Section 10.18 ALL PAYMENTS RECEIVED TO BE PAYMENT IN GROSS

All moneys received by the Bank from any person or estate capable of being applied in reduction of the Secured Amounts shall be regarded for all purposes as payments in gross and if an adjudicating or receiving order shall be made against any person liable to the Bank or any order be made, the Bank may prove for the whole of the moneys then owing and no money received under such proof shall be considered as having been received and the full amount owing shall be payable until the Bank has received from all sources all of the Secured Amounts and if the amount ultimately received by the Bank exceeds the amount of the ultimate balance owing to the Bank the excess only over such ultimate balance shall be paid to the person or party on whose account the same shall have been received by the Bank.

Section 10.19 PAYMENT PROVISIONS

10.19.1 **Place of Payment:** All payments to be made hereunder and, where appropriate, the Transaction Documents by the Assignor shall be made by the Assignor in Ringgit Malaysia in immediately available funds on the due date or dates to the Bank at the place of business of the Bank set out in Section 2 of the First Schedule or at any other address in Malaysia which the Bank may specify in writing from time to time save and except for the Facility in foreign currency in which case the payments may be made in the currency in which the Facility was provided, subject to the compliance of any foreign exchange laws and regulations to which the Bank and the Assignor are subject.

10.19.2 **Business Day:** If any sum becomes due for payment under or pursuant to this Assignment or any of the Transaction Documents on a day which is not a Business Day such payment shall be made on the next succeeding Business Day unless such next succeeding Business Day falls in another calendar month in which event such payment shall be made on the Business Day preceding the due date.

10.19.3 **Debit:** The Bank is hereby authorised at any time (with written notice to the Assignor) to debit any of the Assignor's account with the Bank in respect of the Secured Amounts and all other monies due and payable hereunder as well as debt recovery fees and other amounts and sums of money payable by the Assignor. No such debiting shall be deemed to be a payment of the amount due (except to the extent of any amount available in any of the Assignor's current account) or a waiver of any event of default under any agreement relating to the Facility. If such debiting causes any of the Assignor's account to be overdrawn, compensation shall be charged accordingly.

Section 10.20 TAXES AND WITHHOLDINGS

10.20.1 **Payments to be free and clear:** All sums payable by the Assignor and, where applicable, any Security Party under this Assignment and the Transaction Documents shall be paid (a) free of any restriction or condition; (b) free and clear of and (except to the extent required by law) without any deduction or withholding on account of any tax, and (c) without deduction or withholding (except to the extent required by law) on account of any bank charges or commission or any other charges or deductions or any other amount, whether by way of set-off or counterclaim or otherwise.

10.20.2 **Grossing-up of Payments:** If (a) the Assignor or any other person is required by law to make any deduction or withholding on account of any such tax or any other amount from any sum paid or payable by the Customer or the Assignor or any Security Party to the Bank under this Assignment and the Transaction Documents or (b) the Bank (or any person on its behalf) or any Security Party is required by law to make any deduction or withholding from (except on account of tax on the overall net income of the Bank) any payment or calculated by reference to the amount of any sum received or receivable by the Bank under this Assignment and the Transaction Documents, the Assignor shall notify the Bank of any such requirement or any change in any such requirement as soon as the Assignor becomes aware of it and shall:-

- (a) by giving the Bank thirty (30) days' prior written notice, be at liberty to make advance payment in relation to the Secured Amounts due hereunder and under the Transaction Documents (including any such tax or other amount) without any penalty together with an amount to be determined by the Bank at its discretion (with written notice to the Assignor of such amount) representing any loss incurred by the Bank as a result of or arising from such advance payment and on such advance payment the Facility shall be cancelled;
- (b) pay any such tax or other amount before the date on which penalties attach thereto, such payment to be made (if the liability to pay is imposed on the Customer or the Assignor or, where applicable, any Security Party) for the account of the Customer or the Assignor or such Security Party or (if that liability is imposed on the Bank) on behalf of and in the name of the Bank;
- (c) ensure that the deduction or withholding does not exceed the minimum amount legally required;
- (d) forthwith pay to the Bank such additional amount to the extent necessary to ensure that, after the making of that deduction, withholding or payment the Bank receives on the due date and retains (free from any liability in respect of any such deduction, withholding or payment) a net amount equal to what the Bank would have received and so retained had no such deduction, withholding or payment been required or made;
- (e) as soon as the Customer or the Assignor or, where applicable, the Security Party is required by law to do so, pay over to the relevant taxation or other authorities within the period for payment permitted by applicable law the full amount of the deduction or withholding (including, but without prejudice to the generality of the foregoing, the full amount of any deduction or withholding from any additional amount paid pursuant to this section) which shall have been made by the Customer or the Assignor or such Security Party; and
- (f) as soon as possible furnish to the Bank within the period for payment permitted by applicable law, either:
 - (i) an official receipt of the relevant taxation authorities in respect of all amounts so deducted or withheld as aforesaid in the name of the Bank, issued by the relevant taxation or other authorities; or
 - (ii) if such receipts are not issued by the relevant taxation authorities on payments to them of amounts so deducted or withheld, a certificate of deduction or equivalent evidence of the

relevant deduction or withholding or such other documentation as the Bank may reasonably require for the purpose of the taxation authorities of the Bank.

10.20.3 **Continuing Obligations:** Without prejudice to the survival of any other agreement of the Assignor hereunder, the agreements and obligations of the Assignor contained in clauses 10.20.1 and 10.20.2 above shall survive the Secured Amounts hereunder and under any instrument delivered hereunder.

Section 10.21 CURRENCY INDEMNITY

10.21.1 **Currency of Account:** Ringgit Malaysia is the sole currency of the account and for payment of all sums payable by the Assignor under or in connection with this Assignment and, where appropriate, the Transaction Documents, including damages.

10.21.2 **Recovery in Other Currency:** Any amount received or recovered in a currency other than Ringgit Malaysia (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the dissolution of the Assignor or otherwise) by the Bank in respect of any sum expressed to be due to it from the Assignor under this Assignment and, where appropriate the Transaction Documents shall only constitute a discharge to the Assignor to the extent of the Ringgit Malaysia amount which the Bank is able, in accordance with its usual practice, to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so).

10.21.3 **Indemnification:** If that Ringgit Malaysia amount is less than the Ringgit Malaysia amount expressed to be due to the Bank under this Assignment and, where appropriate, the Transaction Documents, the Assignor shall indemnify the Bank (with written notice to the Assignor) against any loss sustained by it as a result of or arising therefrom or in connection therewith. In any event, the Assignor shall indemnify the Bank (with written notice to the Assignor) against the cost of making any such purchase.

10.21.4 **Separate Indemnity:** These indemnities constitute a separate and independent obligation from the other obligations in this Assignment and the Transaction Documents, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Bank and shall remain in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under this Assignment and, where appropriate, the Transaction Documents or any judgment or order. No proof or evidence of any actual loss may be required.

Section 10.22 INDEPENDENT PAYMENT OBLIGATIONS

It is hereby expressly agreed and declared by the Assignor that each of its obligations to pay under any of the provisions of this Assignment, or where appropriate, any of the Transaction Documents constitute separate and independent obligations, shall give rise to separate and independent causes of action, shall apply irrespective of any waiver or indulgence granted by the Bank in respect of any other obligation, shall remain in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of some other obligation and may be relied upon and enforced by the Bank independently of or simultaneously with or without having to commence any other action under such obligations or under any of the Transaction Documents or having first exhausted any remedy or having first sold or disposed of any assets, properties or undertaking which may be provided as security to the Bank from time to time.

Section 10.23 LAW

This Assignment shall be governed by and construed in accordance with the laws of Malaysia and the Shariah Principles and the parties herein further agree to make an application for the courts to refer any question involving a Shariah matter to the Syariah Advisory Council of Bank Negara Malaysia pursuant to Section 16B(8) of

the Central Bank of Malaysia Act 1958 (dealing with reference to Shariah Advisory Council for ruling from court or arbitrator) for a ruling but in enforcing this Assignment, the Bank shall be at liberty to initiate and take action or proceedings or otherwise against the Assignor in Malaysia and/or elsewhere as the Bank may deem fit and the parties hereto hereby agree that where any actions or proceedings are initiated and taken in Malaysia they shall submit to the non-exclusive jurisdiction of the courts of Malaysia in all matters connected with the obligations and liabilities of the parties hereto under or arising out of this Assignment and the service of any writ or summons or any legal process in respect of any such action or proceeding may be effected on the Assignor by forwarding a copy of the writ or summons statement of claim or other legal process by prepaid registered post (or such other mode as stipulated by law) to its address for the time being.

Section 10.24 CHANGES IN LAW

Notwithstanding any provision to the contrary herein, in the event that by reason of the enactment of or the making of any change in any applicable law, regulation or regulatory requirement or in the interpretation or application thereof or the making of any request or direction from or requirement of Bank Negara Malaysia or other fiscal or monetary authority (whether or not having the force of law) the Bank shall be of the opinion that it has or will become unlawful or it is otherwise prohibited or prevented for it to maintain or give effect to all or any of its obligations as contemplated by this Assignment and or any of the Transaction Documents then, notwithstanding any other provisions herein, the Bank's obligation to advance or make available the Facility shall (with written notice to the Assignor and the Customer) forthwith cease and or as the case may be, the Assignor shall on demand forthwith pay the Secured Amounts in full together with accrued compensation thereon and any other amount payable thereunder to the Bank.

Section 10.25 CONDITION OF DISCHARGE FOR RELEASE OF CUSTOMER OR ASSIGNOR

Any settlement or discharge between the Bank and the Customer or the Assignor shall be conditional upon no security or payment to the Bank by the Customer or the Assignor or any Security Party or any other person being invalidated for any reason whatsoever or being avoided or refused or set aside by virtue of any provision or enactment or laws relating to bankruptcy insolvency or liquidation for the time being or from time to time in force or by virtue of any obligation to give effect to any preference or priority and the Bank shall be entitled (with written notice to the Assignor and the Customer) to recover the value or amount of any such security or payment from the Assignor subsequently as if such settlement or discharge had not occurred.

Section 10.26 RELEASE OF DOCUMENTS

Subject to Section 10.11 (*Consolidation and Combination of Accounts*) and Section 10.25 above upon payment to the Bank of the Secured Amounts and all other moneys payable by the Customer and or the Assignor, the Assignor shall be entitled to obtain the discharge and release of the Property from the Bank at the cost and expense of the Assignor. The Bank may in the circumstances stipulate that such discharge and release to be in the form as the Bank may consider appropriate.

Section 10.27 COUNTERPARTS

This Assignment may be executed in any number of counterparts, all of which upon being taken together and when delivered to the Bank shall constitute one and the same instrument and any of the parties hereto may execute this Assignment by signing on such counterparts.

Section 10.28 EFFECTIVE DATE

The parties hereto agree that this Assignment shall come into force on the date as stated in the preamble hereto irrespective of the diverse dates upon which they may have each executed this Assignment respectively.



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Section 10.29 SEVERABILITY

Any term, condition, stipulation, provision, covenant or undertaking contained herein which is illegal, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such illegality, prohibition or unenforceability without invalidating the remaining provisions hereof and any such illegality, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.

Section 10.30 CUMULATIVE REMEDIES

The rights remedies powers and privileges provided herein are cumulative and are not exclusive of any rights remedies powers and privileges provided by law.

Section 10.31 NOTICES/COMMUNICATIONS

A. Notices/Communications

Any notice, demand or other communication between the parties under this Assignment may be given in writing to the other party at the address details as stated in this Assignment or at such other address as the recipient may have notified to the other party in writing. No change in the Assignor's address stated in this Assignment is effective or binding on the Bank, unless the Bank has received an actual notice of such change of address.

The notices or other communications may be given or made in any manner as set out in this sub-clause 10.31. The notices or other communications are deemed delivered to the Assignor (unless there is contrary evidence that such notice or communication was not in fact delivered):

- (a) in the case of telephone call, when made;
- (b) in the case of a letter, by the fifth (5th) day after posted;
- (c) in the case of courier or other fast postal service, at the time of delivery, so long as the notice or other communication has been duly addressed and posted;
- (d) in the case of facsimile, at the time the transmission report is received by the sender, confirming that the addressee has received such facsimile;
- (e) in the case of electronic mail, on the day such electronic email enters the Assignor's information system, so long as the Bank has not received a failed or undeliverable message from the host provider on the day of transmission;
- (f) in the case of personal delivery, at the time of delivery; and
- (g) in the case of short message service (SMS), on the day that such SMS is sent to the recipient, so long as the sender has not received a delivery error message on the day that the SMS was sent.

Despite the above provisions, the Assignor agrees that the Bank may make a demand for payment, in the form of a computer generated demand or notice which requires no signature or which contains a printed or facsimile signature. Any such demand or notice (except for manifest error), is binding and conclusive on the Assignor.

If the Assignor sends any instruction, notice or communication, or if the Customer executes or perfects any Transaction Documents by facsimile or electronic mail to the Bank, the Assignor must indemnify the Bank against any claim, loss and liability arising from the Bank relying on such instruction, notice, communication, execution or perfection.



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To avoid any doubt, the Assignor authorises the Bank to rely on and act on any instruction, notice or communication from the Assignor made by telephone or facsimile to the Bank. The Assignor must indemnify the Bank and must not make the Bank liable for any actions, suits, proceedings, costs, claims, demands, charges, expenses, losses and liabilities (unless due to the Bank's gross negligence or wilful default), due to or related to the Bank having relied on or acted in good faith in accordance with the Assignor's telephone or facsimile instruction, notice or communication, even if such instruction, notice or communication had been initiated or transmitted in error, fraudulently altered, misunderstood or distorted in the lines of communication or transmission.

B. Service of Legal Process

- (a) Legal Process may be served by prepaid registered or ordinary post sent to the respective address of the parties, and such Legal Process is deemed to have been duly served (unless there is contrary evidence that such Legal Process was in fact not served) after five (5) days from the date it is posted and if delivered by hand, on the day it was delivered; and duly acknowledged.
- (b) No change in the address for service will 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 is affected by any later 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.

Section 10.32 AMENDMENTS AND ADDITIONAL TERMS

Unless stated differently in this Assignment, the provisions and terms of this Assignment may at any time and from time to time be varied or amended by the Bank by means of a twenty one (21) days' prior written notice to the Assignor in writing (with reasons for the variations or amendments stated in such written notice) from time to time and thereupon such amendments and variations shall be deemed to have been amended or varied accordingly and shall be read and construed as if such amendments and variations have been incorporated in and had formed part of this Assignment at the time of execution thereof.

Section 10.33 CONSTRUCTION WHERE ASSIGNOR NOT AN INDIVIDUAL PERSON

If the name of the Assignor herein inserted is that of a limited company or other corporation any of the provisions herein contained which primarily and literally is applicable to the case of a single and individual person only shall be construed and take effect so as to give the Bank hereunder a security for the moneys owing from that limited company or corporation as identical or analogous as may be with or to that which would have been given for the moneys owing from a single individual as if the Assignor had been a single individual and any money shall be deemed to be so owing notwithstanding any defect informality and/or insufficiency in the financing powers of the Assignor or in the exercise thereof which might be a defence as between the Assignor and the Bank. In the case of a limited company or other corporation any reference to bankruptcy shall be deemed to be a reference to liquidation or other analogous proceedings and the moneys owing as aforesaid and hereby secured shall be deemed to include any money owing in respect of debenture or debenture stock of the limited company or other corporation held by or on behalf of the Bank.

Section 10.34 DISCLOSURE OF CUSTOMER INFORMATION

The Assignor understand that RHB Banking Group ("Bank") will use, collect, record, store, share and/or process the Assignor's personal information, including, without limitation:

1. personal information including the Assignor's particulars, images and biometrics (the measurement and analysis of unique physical or behavioral characteristics (such as fingerprint or voice patterns) especially as a means of verifying personal identity)

2. financial data, tax residency
3. specimen signatures, as well as, digital or electronic signatures as defined under the applicable laws and regulations
4. financial standing, employment details, creditworthiness and/or suitability for any Bank's products/services applied for
5. personal information that the Assignor provide when the Assignor apply for any of the Bank's products and services, including the Assignor's views or opinions made known to the Bank via feedback or surveys;
6. information about the Assignor's risk profile, investments, tax and insurance/takaful, investment objectives, knowledge and experience and/or business interests and assets
7. information relating to the Assignor's activities, habits, preferences and interests arising from the use of products and services of the Bank
8. other electronic data or information relating to the Assignor such as IP addresses, cookies, activity logs, online identifiers and location data through the Assignor's usage of the Bank's products and services or as part of the delivery to the Assignor.

and other information relevant to the Assignor / the Assignor's application for the product and / or service which:

1. the Assignor have provided in this form or through any other contact with the Bank (which shall include its holding company, subsidiary(s), and any associated company(s), including any company as a result of any restructuring, merger, sale or acquisition), or
2. has been obtained from analysis of the Assignor's payment and other transactions/services within the Bank, or
3. has been obtained from third parties such as employers, joint applicants/accountholders, guarantors, legal representatives, industry/financial related associations, government/regulatory authorities, credit bureaus or credit reporting agencies, retailers, social networks and fraud prevention agencies or other organizations
4. has been obtained from recordings of Closed Circuit Television (CCTV) installed at Bank's premises including the branches located within or outside Malaysia
5. has been obtained from insurance/takaful claims or other documents; and/or
6. has been supplied and/or collected when the Assignor visit the Bank websites and/or download Bank's mobile device applications which may include the Assignor's device's IP address or from data that is collected via cookies.

The Assignor *expressly hereby agree, consent to and authorize the Bank to disclose any information relating to the Assignor, the Assignor's affairs and/or any accounts, products and/or services provided by the Bank to the Assignor to:*

1. third parties such as service providers, merchants and strategic partners, contract for services (CFS) staff, auditors, legal counsel, vendors including debt collection agencies, professional advisers, industry/financial related associations, credit bureaus or credit reporting agencies and fraud prevention agencies, other financial institutions and any of their respective agents, servants and/or such persons, whether located within or outside Malaysia, if applicable, subject at all times to any laws (including regulations, standards, guidelines and/or obligations) applicable to the Bank.
2. the entities and/or other companies within the corporate group of the Bank
3. any tribunal, courts, governmental agencies or bodies or other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank whether in or outside Malaysia in order to comply with any order, demand, request or reporting requirement or for the purposes of litigation or potential litigation involving the Bank as and when required or requested to do so from time to time and at any time;
4. any company and/or organization that assists or facilitates the processing and/or fulfillment of transactions or instructions that the Assignor /party or parties have requested and/or given to the Bank;



5. any potential transferee or assignee with whom the Bank is negotiating the transfer, assignment and novation of the rights or obligations under or by reference to the account;

for any and/or all of the following purposes, if applicable:

- a. facilitating the business, operations, provision of the financial product/facilities and performance of the contract, services granted or provided by the Bank;
- b. providing this product and/or service and notifying the Assignor about important changes or developments to the features;
- c. updating and managing the accuracy and completeness of the Bank's records;
- d. prevention, detection or prosecution of crime, and complying with legal and regulatory obligations;
- e. assessment and analysis including credit, lending/financing, insurance/takaful risks and/or other risk purposes, behaviour scoring, mining, profiling, data analytics, due diligence, market and product analysis and/or market research;
- f. communications and ensuring the Assignor satisfaction, which may include conducting surveys to improve the quality of the Bank's products and services, responding to inquiries and complaints and to generally resolve disputes;
- g. determining the amount of the Assignor's indebtedness and recovering debt that the Assignor owe to the Bank;
- h. maintaining the Assignor's credit history for present and future reference;
- i. enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank to evaluate the Assignor's transactions which are intended to be the subject of the assignment, participation or sub-participation;
- j. for the Bank's corporate events (including networking events, launching of products, etc) /contests, of which photographs / images of the Assignor may be captured and may be used for the Bank's publications;
- k. protecting the Bank's interests; or
- l. all other purposes which are ancillary to or related with any of the above.

The Assignor understand and agree that:

1. the consent given above cannot be withdrawn where such disclosure of the Assignor's information is necessary for the provision / operation of the account, product and/or service or the performance of the contract with the Assignor to comply with contractual requirements or to comply with any legal requirements in where without such information the Bank will not be able to offer product/ service requested by the Assignor.
2. Where the Assignor have provided the Bank with sensitive personal information (in particular, information consisting the Assignor's physical/mental health for applications of insurance/takaful products/services), the Assignor provide consent for the Bank to process the same in the manner described pursuant to the personal data requirements under the Personal Data Protection Act 2010 and applicable guidelines including BNM Guidelines as may be issued from time to time.
3. The Bank may modify or update its Disclosure of the Assignor Information from time to time, a copy of which is available at www.rhbgroup.com.
4. The Assignor may exercise the Assignor's options in respect of receiving marketing materials (including cross-selling, marketing and promotions) by visiting the branch or contact RHB Customer Contact Centre (03-9206 8118).

Section 10.35 WAIVER

Notwithstanding the fact that the Bank may not have exercised any of the remedies available to it immediately on default by the Assignor or that the Bank may have accepted moneys from the Assignor after such default the Bank shall not be held to have waived its rights or condoned or acquiesced in such default and may at any time thereafter exercise all or any of the remedies available to it and any delay on the part of the Bank in taking steps to enforce the remedies conferred on or available to it by this Assignment or statute shall not be held to prejudice its right of action in respect thereof nor shall any action of the Bank in respect of any default impair or prejudice any right power or remedy of the Bank in respect of any other or subsequent default.

Section 10.36 ADDITIONAL OR COLLATERAL SECURITY

IT IS HEREBY AGREED AND DECLARED THAT this Assignment is intended to be and is executed as an additional security for the Secured Amounts covenanted or agreed to be paid or payable by the Assignor under or in connection with or arising from the Transaction Documents in relation to which full ad valorem stamp duty has been paid and enforced from time to time on the Facility Agreement.

Section 10.37 ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001 (ACT 613) ("AMLA")

(1) The Assignor hereby represents, warrants and undertakes with the Bank that, the Assignor:

- (a) has not engaged, and shall not at any time engage, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence;
- (b) has not acquired, received, possessed, disguised, transferred, converted, exchanged, carried, disposed of or used, and shall not at any time acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose of or use, proceeds of an unlawful activity or instrumentalities of an offence;
- (c) has not removed from or brought into Malaysia, and shall not at any time remove from or bring into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence; and
- (d) has not concealed, disguised or impeded, and shall not at any time 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 an unlawful activity or instrumentalities of an offence;
- (e) will at all times comply with the Regulatory Requirements (as defined below in Clause 3 (a));
- (f) will be fully liable if found to have contravened the Regulatory Requirements (as defined below in Clause 3 (a)) causing legal repercussion to the Bank due to the Assignor's actions; and
- (g) understands that any breach(es) due to AMLA and sanction requirements are non-negotiable.

(2) For the purpose of this Clause, the following are the definitions:

"Instrumentalities of an offence" means:

- (a) any thing which is used in, or in connection with, the commission of any unlawful activity; or
- (b) any property which is wholly or partly used in, or in connection with, the commission of any unlawful activity,
whether the thing or property is situated within or outside Malaysia.

"Proceeds of an unlawful activity" means any property, or any economic advantage or economic gain from such property, within or outside Malaysia:

- (a) which is wholly or partly: -
 - (i) derived or obtained, directly or indirectly, by any person from any unlawful activity;

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- (ii) derived or obtained from a disposal or other dealings with the property referred to in subparagraph (i); or
 - (iii) acquired using the property derived or obtained by any person through any disposal or other dealings referred to in subparagraph (i) or (ii); or
- (b) which, wholly or partly, due to any circumstances such as its nature, value, location or place of discovery, or to the time, manner or place of its acquisition, or the person from whom it was acquired, or its proximity to other property referred to in subparagraph (a)(i), (ii) or (iii), can be reasonably believed to be property falling within the scope of subparagraph (a) (i), (ii) or (iii);

"property" means:

- (a) assets of every kind, whether corporeal or incorporeal, moveable or immovable, tangible or intangible, however acquired; or
- (b) legal documents or instruments in any form, including electronic or digital, evidencing title to, or interest in, such assets, including currency, bank credits, deposits and other financial resources, traveller's cheques, bank cheques, money orders, capital market products, drafts and letters of credit, whether situated within or outside Malaysia, and includes a legal or equitable interest, whether full or partial, in any such property;

"unlawful activity" means: -

- (a) any activity which constitutes any serious offence or any foreign serious offence; or
- (b) any activity which is of such a nature, or occurs in such circumstances, that it results in or leads to the commission of any serious offence or any foreign serious offence, regardless whether such activity, wholly or partly, takes place within or outside Malaysia;

"serious offence" means: -

- (a) any of the offences specified in the Second Schedule to the AMLA;
- (b) an attempt to commit any of those offences; or
- (c) the abetment of any of those offences;

"transaction" includes an arrangement to open an account involving two (2) or more persons and any related transaction between any of the persons concerned and another;

(3) The Assignor acknowledges and agrees with the Bank that:-

- (a) the Bank is obliged to comply with all applicable laws, regulations, directives, policy documents, guidelines, practice directions, sanctions, industry standards and practices and other requirements, including without limitation the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, the Strategic Trade Act 2010, Financial Services Act 2013 and the Islamic Financial Services Act 2013, to which the Bank as a licensed Islamic financial institution may from time to time be subject to in Malaysia (collectively, "Regulatory Requirements");
- (b) the Bank shall be entitled to do or refrain from doing any act or thing, for compliance with the Regulatory Requirements;
- (c) if the Bank is of the opinion that any event or circumstance (whether related or not), which would make it unlawful or illegal for the Bank to approve the Facility has occurred or arisen, or the approval of the Facility would contravene any of the Regulatory Requirements (in whole or in part), including without limitation the Bank's receipt of any alert or positive name match from the

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relevant checks conducted on the Assignor and any related third party involved in the underlying transaction(s) (including without limitation the vendor/ developer/ promoter/ agent/ trustee/ supplier who are involved in the provision of Services) by the Bank pursuant to the Regulatory Requirements, then, notwithstanding anything to contrary contained in this Facility, the Bank shall, at any time by giving not less than fourteen (14) working days written notice or such shorter period as required or permitted by such Regulatory Requirement, be entitled to:-

- (i) Suspend the Facility, and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/ or
- (ii) Cancel the Facility and terminate its relationship with the Assignor, and do all such acts and things as may be necessary to comply with the Regulatory Requirements.

(d) If the Facility is cancelled/ terminated by the Bank pursuant to their compliance to Regulatory Requirements :-

- (i) no utilisation or further utilisation of the services under the Facility shall be allowed; and
- (ii) the Bank shall be entitled to exercise all or any of its rights and remedies available to it under the Facilities Agreement, the Security Documents, the applicable laws or otherwise;

(e) it shall provide all such documents and information as the Bank may require (at all times during the term of the Facility) for the purposes of complying with the Regulatory Requirements;

(f) the Bank shall be entitled to stop all services to be performed and received under the Facility until such further notice (revocation order) is received from the said enforcement agency or the cease of the order (whichever the first); or unless there is a variation order.

10.38 MALAYSIAN ANTI-CORRUPTION COMISSION ACT 2009 ("MACC ACT")

10.38.1 The Assignor is required to read and understand the anti-corruption policies and procedures of the Bank that are available on the Bank website at www.rhbgroup.com. The Assignor will be notified by the Bank of any amendments or revisions to the anti-corruption policies and procedures of the Bank, and the Assignor is required to read and understand such amendments or revision, which will be made available on the Bank website. If the Assignor do not understand the policies, procedures or any related updates, the Assignor may contact RHB's Group Integrity & Governance Division.

10.38.2 The Assignor represents and warrants to the Bank that the Assignor is in compliance with all the relevant laws, regulatory requirements and the anti-corruption policies and procedures of the Bank, including all anti-corruption and anti-bribery laws and regulatory requirements, and will at all times remain in compliance with all such laws, regulatory requirements and the anti-corruption policies and procedures of the Bank. The Assignor agrees that the Assignor will co-operate with the Bank to complete any verification exercises conducted by the Bank in accordance with the anti-corruption policies and procedures of the Bank, including but not limited to providing all documents and/or information required by the Bank.

10.38.3 The Assignor further represents and warrants to the Bank that the Assignor has not nor is suspected of having given, promised, offered, solicited, accepted, obtained, received, agreed or attempted so to do, and will not at any time give, promise, offer, solicit, accept, obtain, receive, agree or attempt so to do, any forms of gratification, whether directly or indirectly, to or from any person connected or associated to the Facility or the Assignor's affairs or business ("Person") in order to:

- i. improperly influence any act, omission or decision by that Person in respect of any matter or transaction, whether actual or proposed or likely to take place; or

- ii. improperly induce that Person to use the Person's influence with or on any entity or any other person to affect any act, omission or decision by such entity or other person; or
- iii. secure any improper advantage.

For purposes of this Assignment, the "gratification" has the meaning set out in Section 3 of the MACC Act. /herein below:

- (a) money, donation, gift, loan/facilities, fee, reward, valuable security, property or interest in property being property of any description whether movable or immovable, financial benefit, or any other similar advantage;
- (b) any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity;
- (c) any payment, release, discharge or liquidation of any loan/facilities, obligation or other liability, whether in whole or in part;
- (d) any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;
- (e) any forbearance to demand any money or money's worth or valuable thing;
- (f) any other service or favour of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted, and including the exercise or the forbearance from the exercise of any right or any official power or duty; and
- (g) any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraphs (a) to (f).

- 10.38.4 The Assignor agrees that it shall upon the occurrence of any of the above stated events, at the earliest opportunity thereafter, report such events to the Malaysian Anti-Corruption Commission or a police officer, and the confidential reporting channel (Speak Up Corner) of the Bank available on the Bank's corporate website at www.rhbgroup.com. Failure to make such report amounts to an offence and on conviction will attract a fine not exceeding Ringgit Malaysia Ten Thousand (RM10,000.00) or imprisonment for a term not exceeding two (2) years or to both.
- 10.38.5 The occurrence of any of the foregoing activities shall amount to an Event of Default under the Facility and the Bank shall be entitled without further notice to the Assignor to exercise forthwith all or any of its rights, powers and remedies under the Facility or by statute or otherwise, and the Bank shall make the necessary disclosures in compliance with the relevant laws and regulatory requirements.

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RHB ISLAMIC Bank Berhad
200501003282 (680329-V) Incorporated in Malaysia

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IN WITNESS WHEREOF the respective hands of the Attorney of the Bank and the hand/Common Seal of the Assignor were hereunto written/affixed the day and year first above written.

SIGNED by

for and on behalf of)
RHB ISLAMIC BANK BERHAD)
Company No. 200501003283 (680329-V))
in the presence of:)



MIN TUNG
(BC/H/1304)
ADVOCATE & SOLICITOR
KUALA LUMPUR

RHB ISLAMIC BANK BERHAD Company
No. 200501003283 (680329-V) by its Attorneys



Jamaluddin
7155

*[Where the Assignor is a company]

The Common Seal of)
the Assignor)
was hereunto affixed in accordance with)
its Articles of Association in the presence)
of:)

.....
Director
Name:
NRIC No.:

.....
Director
Name:
NRIC No.:

*[Where the Assignor is an individual/
sole proprietor/partnership]

Signed by the Assignor
in the presence of:



WONG LI
(BC/Y/1047)
ADVOCATE & SOLICITOR
KUALA LUMPUR

RAH ADIBA BIN
(NRIC NO. 011122-01-0500) ✓

[if executed in West Malaysia]
ATTESTATION CLAUSE

*[Where the Assignor is a company]

I, _____ an Advocate and Solicitor of the High Court in Malaya practising at _____ hereby certify on this _____ day of _____ 20_____, the Common Seal of the above company/corporation, _____ was duly affixed to the above written instrument in my presence in accordance with the regulations of the said company/corporation.

Witness my hand:-

.....
(Signature of Advocate and Solicitor)

*[Where the Assignor is an individual/sole proprietor/partnership]

I, HONG LI (BC/Y/1047) an Advocate and Solicitor of the High Court of Malaya practising at Kuala Lumpur hereby certify on that the *signature / *thumb-mark of the donor above named was *written / *affixed in my presence on this day of 04 MAR 2025 and is, *to my own personal knowledge the true *according to information given to me by trustworthy and respectable persons namely, of and of which information I verily believe, the true *signature / *thumb-mark of RAH ADIBA BIN (NRIC NO. 1122-01-0) who has acknowledged to me that she is of full age and that she has voluntarily executed this instrument.

Witnessed my hand:-

.....
(Signature of Advocate and Solicitor)

(BC/Y/1047)
ADVOCATE & SOLICITOR
KUALA LUMPUR

* Delete where inapplicable

THE FIRST SCHEDULE
(To be read and construed as an essential part of this Assignment)

SECTION	ITEM	PARTICULARS
1A	* Where the Assignor is a limited company or other corporation	
	Name of Assignor	NOT APPLICABLE
	Registration/Certificate of Incorporation No.	
	Registered Address	
	Faxsimile No.	
	*	
	Where the Assignor is an Individual/Sole Proprietor/Partnership	
	Name of Assignor	RAH ADIBA BIN ✓
	Passport/ Identity Card No.	(NRIC NO. 1122-01-0 ✓
	Address	Persiaran Surian 47800 Petaling Jaya Selangor ✓
1B	Name of Customer	1) RAH ADIBA BIN ✓ 2) LUMAH BINTI AL ✓
	Passport/ Identity Card No.	1) (NRIC NO. 1122-01-0! ✓ 2) (NRIC NO. 0118-10-6! ✓
	Address	Persiaran Surian 47800 Petaling Jaya Selangor ✓

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THE FIRST SCHEDULE
(To be read and construed as an essential part of this Assignment)

SECTION	ITEM	PARTICULARS
2	Place of Business of the Bank in Malaysia	SS2 Petaling Jaya, No. 157 & 159, Jalan SS2/24, Sungai Way/Subang, 47300 Petaling Jaya, Selangor ✓
3	Type of Financing Facility	Commodity Murabahah Term Financing-i – Commodity Murabahah Home Financing-i
4	Maximum Aggregate Amount	Ringgit Malaysia Four Hundred Forty One Thousand Two Hundred (RM441,21) only (Inclusive Mortgage Level Term Takaful / Mortgage Reducing Term Takaful of MRTT/MLTT of RM12,95
5	Date of the Sale and Purchase Agreement	7 JAN 2025
6	Name of the Vendor * Registration No./ NRIC/Passport No. * Registered Office/ Residential Address	ACLE ARMANI AD SDN. BHD. 202201044484 / 1490181-W No. 81 (2nd Floor), Jalan Market 30000 Hulu Kinta, Perak





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THE FIRST SCHEDULE
(To be read and construed as an essential part of this Assignment)

SECTION	ITEM	PARTICULARS
7	Name of Proprietor * Registration No./ NRIC/Passport No.	ACLE HOMES AD SDN. BHD. 201701028792 / 1242961-M
	* Registered Office/ Registered Address	3A32, Level 4 (Lift 7), Block A Damansara Intan, No. 1, Jalan SS20/27 47400 Bandar Petaling Jaya Selatan Selangor
8	Name of Developer Registration No.	ACLE ARMANI AD SDN. BHD. 202201044484 / 1490181-W
	Registered Office	No. 81 (2 nd Floor), Jalan Market 30000 Hulu Kinta, Perak
9	Description of Property	All that parcel of Service Apartment with vacant possession distinguished as Parcel No. A-33A measuring 57.86 square metres [including Accessory Parcel(s)] within Storey No. 33A, Building No. Block A, Type with Accessory Parcel(s) and Car Park No. 7-066 in a housing development known as RESIDENSI ACLE ARA DAMANSARA erected or to be erected on part of land held under Master Title HS(D) 326 PT No. 52 Seksyen 40, Bandar Petaling Jaya, Daerah Petaling, Negeri Selangor
10	Description of Accessory Parcel (if applicable)	/

THE FIRST SCHEDULE (To be read and construed as an essential part of this Assignment)		
SECTION	ITEM	PARTICULARS
11	Date of Facility Agreement	4 MAR 2025
12	Description of Related Agreement (if any)	Not Applicable

* Delete where inapplicable

THE SECOND SCHEDULE
NOTICE OF ASSIGNMENT
(Applicable for HDA Property)

Date:

From: RAH ADIBA BIN
(NRIC NO. 1122-01-0)

Persiaran Surian 47800 Petaling Jaya Selangor

To: ACLE ARMANI AD SDN. BHD. (NO: 202201044484 / 1490181-W)
No. 81 (2nd Floor), Jalan Market, 30000 Hulu Kinta, Perak

Re: NOTICE OF ASSIGNMENT (3rd Party Assignment)

Sale and Purchase Agreement	:	7 JAN 2025
Property	:	All that parcel of Service Apartment with vacant possession distinguished as Parcel No. A-33A measuring 57.86 square metres [including Accessory Parcel(s)] within Storey No. 33A, Building No. Block A, Type with Accessory Parcel(s) and Car Park No. in a housing development known as RESIDENSI ACLE ARA DAMANSARA erected or to be erected on part of land held under Master Title HS(D) 326 PT No. 52 Seksyen 40, Bandar Petaling Jaya, Daerah Petaling, Negeri Selangor
Bank	:	RHB ISLAMIC BANK BERHAD (Company No. 200501003283 / 680329-V)
Customer	:	1) RAH ADIBA BIN (NRIC NO. 1122-01-0) 2) SULUMAH BINTI AL (NRIC NO. 0118-10-6)
Assignor	:	RAH ADIBA BIN (NRIC NO. 1122-01-0)
Facility	:	Commodity Murabahah Term Financing-I of RM441,21 only (Inclusive Mortgage Level Term Takaful / Mortgage Reducing Term Takaful of MRTT/MLTT of RM12,99)

I/We refer to the above matter.

At my/our request, the Bank has agreed to grant the Facility to the Customer to finance/part finance purchase of the Property.

I/We are pleased to notify you that I/we has/have agreed to assign (by way of security) to the Bank all of my/our rights, title and interest in the Property and the Sale and Purchase Agreement and includes all other agreements deriving title of the Assignor over the Property (if any) as security for the Facility.

Kindly acknowledge receipt of this notice and return the acknowledgement to me/us for my/our and the Bank's safekeeping.

Thank you.

Assignor/Authorised Signatory of the Assignor
RAH ADIBA BIN
(NRIC NO. 1122-01-0)

Acknowledgement receipt
ACLE ARMANI AD SDN. BHD.
202201044484 (1490181-W)
Lot G29 & LG31, Ground Floor Lower Ground Floor
Subang Parade, No. Jalan SS16/1
47500 Subang, Selangor
Vendor/Developer: +603 613 66622
Name: S. CHEE CHUNG
Rubber stamp: 902-14-5