

LAMPIRAN



BANK BUMIPUTRA MALAYSIA BERHAD

LETTER OF HYPOTHECATION

Dear Sir(s).

* Date.....19.....

In consideration of your agreeing to sell or having sold to me/us the following goods:-

B/L No.	Marks and Numbers	Number of Packages	Description	Steamer

upon deferred payment terms specified hereinafter and on this day having handed over to me/us the relevant shipping documents. I/we hereby hypothecate to you the abovementioned goods as collateral security for the repayment for the amount of selling price or any part thereof and I/we FURTHER UNDERTAKE AND AGREE as follows:-

1. You shall have a pledge upon the said goods as a security for the repayment or discharge of my/our indebtedness mentioned herein.
2. In case of sale of the abovementioned goods by me/us, I/we agree to hand the proceeds, as soon as received, to you to be applied against the undermentioned bill and for the payment of my/our indebtedness.
3. To accept Bill(s) of Exchange draw by you on me/us to mature on the date of maturity mentioned hereunder for the amount of your selling price or any part thereof
4. To keep the said goods referred to fully insured against all risks and to hand over to you the amount of any claims on the underwriters, provided that you are not liable for any storage, insurance premium, or any other expenses incurred in respect of the said goods.
5. Not to charge or purport to charge the said goods or the proceeds of sale thereof with the payment of any monies to any person or to use or purport to use the same as security for the performance of any obligation whatsoever.

6. That you shall be entitled and are hereby authorised by me/us to debit my/our accounts (s) with you for the price of the said goods, the particulars of which are stated below together with your relevant charges on maturity.
7. a) In the event of non fulfillment of any obligation or non payment at maturity of any acceptance or any other indebtedness on my/our part to you or any assignment for the benefit of creditor on my/our part or filing of any petition of bankruptcy against me/us, then you may, at any time, take possession of the said goods, or of the proceeds of such of the same as may then have been sold, wherever the said goods or proceeds may then be found and all obligation acceptances of indebtedness and liabilities whatsoever shall hereupon (with or without notice) mature and become due and payable.
- b) You may sell and/or realise the said goods in such manner and on such terms and conditions as you at your absolute discretion think fit. After payment out of the proceeds of such sale and/or realization of all costs charges and expenses of and incidental to such sale and/or realization and the repayment to you of all such indebtedness or liabilities as aforesaid I/we hereby authorise you
8. I/we undertake on your request forthwith to sign execute and do all acts and things that may be necessary or required by you for the purpose or giving you an effective pledge over the said goods for the purpose of perfecting your title thereto or that of any purchaser thereof under any sale made in exercise of the powers of sale hereby conferred and for the purpose aforesaid I/we hereby authorise you to execute and do any such act or thing as my/our agent and I/we hereby agree on your request forthwith to execute a Power of Attorney empowering you to execute as my/our Attorney any instruments under seal that may be required for the purpose of giving full effect to the authority on you by this clause or by any other clause hereof.
9. Any failure on your part to enforce the remedies conferred on our available to you or any act or commission on our part to carry out fully any of the provisions of this, or any similar receipts or agreements, or of the agreement for the issuance by you of the Letter of Credit under which the said goods were purchased shall not be deemed to be a waiver by you of your right or remedies hereunder, unless the said waiver shall be in writing endorsed hereon and signed by you or your duly authorised agent.
10. When signed by more than one person the expressions "we" and "us" shall include all and each of us and the obligation and liabilities of such parties shall be deemed to be joint and several unless expressly stated to the contrary, and when the undersigned being a firm or company or corporation the obligations of the undersigned hereunder shall be binding on their successors or assigns and shall continue notwithstanding any change in the constitution of the firm or company or corporation and when the undersigned are a firm shall bind the members from time to time of the said firm jointly and severally.

Yours faithfully

Authorise Signature

PARTICULARS OF DEFERRED PAYMENT

Name :		A/C No :
Address :		
Bill Reference	Amount	Duration :
	Bank's Selling Price - RM	Accepted on :
	Bank's Purchase Price - RM	Date of Maturity :
	Profit Margin - RM	

BAI AL-DYAN (B.A.I.D) (DEBT TRADING) CONTRACT NOTE

Date :

To,
 Cha Manager,
 BANK BUMIPUTRA MALAYSIA BERHAD

Dear Sir,

Under the terms and conditions of our MWCF facility, we sell to you the dully endorsed Bills being f
 value of RM _____ at the selling price of RM _____ and on deferred payment term of _____
 days. In consideration of your so long, we hereby undertake to :-

1. Handle all the documents pertaining to the above transaction
2. Deliver the said merchandise to the buyer
3. Collect the payment from the buyer
4. Guarantee the payment from the buyer

We are also authorised you to :-

1. To debit our current Account No. _____ with you for the full amount of the invoice value on maturity plus charges, is any without giving us notice of dishonour.
2. Debit our account for any shortage, if the proceeds of the sale is nor sufficient to discharge to bill.

We hereby certify that this financing, as covered in transaction herein are for current trade transaction and has not been financed in any other way and we undertake that we shall not seek financing from any other financial institution for this transaction so long as the full amount of invoice value of the merchandise or any part thereof has not been fully paid to you by us.

Yours faithfully,

(Authorised Signature)
 Company Stamp

[illegible]

FORM MWCF 1

MUAMALAH WORKING CAPITAL FINANCING
(PURCHASE)

DATE :

The Manager
BANK BUMIPUTRA MALAYSIA BERHAD

Dear Sir,

In consideration of our having purchased on your behalf the merchandise as per attached invoices, please pay the sum of RM _____ being the cost of merchandise LESS all your charges including stamp-duty, value today/upon maturity to :

We hereby authorise you to claim the merchandise at our premises/warehouse.

Yours faithfully,

.....
(Authorised Signature)

Company Stamp:

**MUAMALAH CONTRACT NOTE
(PURCHASE)**

The Manager
Bank Bumiputra Malaysia Berhad

Dear Sir,

Under the terms and conditions of your MWCF facility, we purchase from you the merchandise referred to in Form MWCF I at your selling price of RM _____ and on deferred payment term of _____ days.

We undertake to pay you for the full amount of the selling price at the of deferred payment term by :

☐ Hereby authorising you to debit our Current Account No. _____.

☐ Transferring the amount due through Interbank from our Account No. _____ with _____ to your account with Bank Negara Malaysia.

We hereby certify that this financing, as covered in transactions described in Form MWCF I is for current trade transaction and has not been financed in any other way and we undertake that we shall not seek financing from any other financial institution for this transaction so long as the full amount of the purchase price of the merchandise or any thereof has not been fully paid to you by us.

(Authorised Signature)

Company Stamp :

AL-MURABAHAH WORKING CAPITAL FINANCING (MWCF) BILL OF EXCHANGE

IMPORTER SDN BHD

[Signature]
Authorized Signatory

Date 3 B 1998
No... MWCF99993100520

Due Date 2-11-1998

Exchange for MYR398,739.70

At... 91 days

...after sight Pay

this FIRST of Exchange (Second being unpaid) to the order of Bank Islam Malaysia Berhad

Ringgit Three Hundred Ninety Eight Seven Hundred Thirty Nine and Sixpence Only

Value received and charge the same to account of... Murabahah Working Capital Financing MWCF99993100520

To... IMPORTER SDN BHD

211 Jalan Tun Perak

50050 KUALA LUMPUR

BANK ISLAM MALAYSIA BERHAD
Central Bill Department, M.C.

[Signature]
Authorized Signatures

Appendix 4 Bill of Exchange

Drawn under BANK ISLAM MALAYSIA BERHAD
Letter of Credit No: 00183002 dated 2nd July 1983

EXCHANGE for US\$10,000.00

No. 0007/83

At SIGHT

1st October 19 83

Pay

this First of Exchange (Second being unpaid) to the order of ABC Bank, London
United States Dollars: Ten Thousand Only

Value received and charge the same to account of
I Carton Motor Vehicle Spare Parts

George Iyer & Co Ltd

To Ahmad Hassan Sdn Bhd

No: 2746, Jalan Ismail

KUALA LUMPUR

Drawn under BANK ISLAM MALAYSIA BERHAD
Letter of Credit No: 00183002 dated 2nd July 1983

EXCHANGE for US\$10,000.00

No. 0007/83

At SIGHT

1st October 19 83

Pay

this Second of Exchange (First being unpaid) to the order of ABC Bank, London
United States Dollars: Ten Thousand Only

Value received and charge the same to account of
I Carton Motor Vehicle Spare Parts

George Iyer & Co Ltd

To Ahmad Hassan Sdn Bhd

No: 2746, Jalan Ismail

KUALA LUMPUR

ISLAMIC EXPORT CREDIT REFINANCING
SCHEME (IECR)

Accepted on: 04-01-1991

Accepted by: BANK ISLAM MALAYSIA BERHAD

Ali *DL*

(Authorised Signatories & Chop)

BNM REF. NO. _____
Maturity Value RM. 250,950.50
On 2-7-1991
Maturity Date 2-7-1991

pay to the order of ABC COMPANY SDN BHD no days of grace allowed
the sum of Ringgit Malaysia Two Hundred and Fifty thousand Nine Hundred and Fifty
and Sen Fifty Only

Value received in export finance at a price of 102.712329

export of bare rubber thread extruded from natural latex round arising out of the
for which an export bill in the amount of USD91,254.73 HCD Code 400700000

sight has been sent for collection/negotiation under reference No. POST 99992130006 drawn at 180 days

To: BANK ISLAM MALAYSIA BERHAD
MENARA TUN RAZAK
JALAN RAYA LAUT
50350 KUALA LUMPUR
For: ABC COMPANY SDN BHD

Authorised Signature

Ali k l b

IAB NO: 001674

Br. Ref no: IBLC99993020224

BB53-1

ISLAMIC ACCEPTED BILL

To, Bank Islam Malaysia Berhad

Jalan Raja Laut, 50350 Kuala Lumpur

Due Date: 19 June 1996

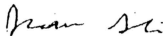
At days after sight without days of grace, pay to the order of ourselves the sum of RINGGIT One Hundred and Thirty Six Thousand Only

RM136,000.00

Drawn to finance Exports from Malaysia
of goods described in the record of the drawing/accepting bank.

Accepted on

21 March 1996

for and on behalf of
BANK ISLAM MALAYSIA BERHAD

Authorised Signatories

Payable at BANK ISLAM MALAYSIA BERHAD
KUALA LUMPUR

Dated 21 March 1996

"001674" 40"140141:

NO SIGNATURE WRITING BELOW THIS LINE

for and on behalf of
EXPORTER SDN BHD

ENDORSEMENT

IAB NO: 000811

Br. Ref no:

for and on behalf of

Payable at BANK ISLAM MALAYSIA BERHAD
KUALA LUMPUR

ISLAMIC ACCEPTED BILL

BB53-1

To..... Due Date:

At days after sight without days of grace pay to the order of ourselves
the sum of RINGGIT

Drawn to finance
of goods described in the records of the drawing/accepting bank.

for and on behalf of

Dated

NO SIGNATURE WRITING BELOW THIS LINE

000811 40 110111

17

IAB-IMPORT

IAB NO: 001674

Br. Ref no: IBC99993020224

5B53-1

ISLAMIC ACCEPTED BILL

To: **IMPORTER SDN BHD**

Due Date: **12-09-1996**

At **180** days after sight without days of grace pay to the order of ourselves
the sum of RINGGIT **FIVE HUNDRED THOUSAND ONLY**

RM500,000.00

Drawn to finance **IMPORTATION INTO MALAYSIA**
of goods described in the record of the drawing/accepting bank.

for and on behalf of

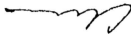
BANK ISLAM MALAYSIA BERHAD

Dated **16-03-1996**

NO SIGNATURE WRITING BELOW THIS LINE

"001674" 40"140141:

Authorized Signatories



for and on behalf of
IMPORTER SDN BHD

16-03-1996

Accepted on

Payable at **BANK ISLAM MALAYSIA BERHAD**
KUALA LUMPUR

Appendix 1 Application Form

Letter of Credit

Irrevocable

TO:



BANK ISLAM MALAYSIA BERHAD

INCORPORATED IN MALAYSIA HEAD OFFICE: KUALA LUMPUR

BRANCH: JOHORE BAHRU

TELEX NO.

STAMP

APPLICATION FOR IRREVOCABLE LETTER OF CREDIT

Date:

I/WE HEREBY REQUEST YOU TO OPEN AN IRREVOCABLE LETTER OF CREDIT ON THE FOLLOWING TERMS AND CONDITIONS BY:

APPLICANT: FULL NAME & ADDRESS

- ☐ Airmail
☐ Brief telex/cable, details by airmail
☐ Full details by telex/cable

CURRENT ACCOUNT NO

BENEFICIARY: FULL NAME & ADDRESS

AMOUNT: FIGURES & WORDS (INCLUDING CURRENCY)

TRADE TERM

EXPIRY DATE:
IN BENEFICIARY'S COUNTRY FOR NEGOTIATION

Available by draft(s) in duplicate(s) at
 for % invoice value accompanied by the following documents marked with "X" in duplicate unless otherwise specified:

- ☐ Signed Commercial Invoice
☐ Certificate of origin
☐ Weight note
☐ Packing list
☐ Insurance policy/certificate, blank endorsed, for 110% invoice value covering Institute Cargo Clauses A, Institute Strikes Clauses (Cargo), Institute War Clauses (Cargo) with claims payable at
☐ Full set clean shipped on board ocean bills of lading/airway bills/percol post receipt made out to the order of Bank Islam Malaysia Berhad, notify applicant and marked freight prepaid/payable at destination evidencing shipment of the following merchandise:—

SHIPMENT
FROM
TO

LATEST SHIPMENT DATE

PARTIAL SHIPMENTS
PERMITTED/PROHIBITEDTRANSHIPMENT
PERMITTED/PROHIBITED

SPECIAL CONDITIONS: Drafts and documents must be presented for negotiation within _____ days after the date of the Bills of Lading or the date of any other document evidencing shipment or despatch or taking in charge or the date indicated in the reception stamp or by notation on any such document. A set of non-negotiable shipping documents must be airmailed direct to the issuing Bank and a certificate to this effect must be presented for negotiation. All banking charges outside Malaysia are for the account/account of beneficiary.

IN CONSIDERATION OF YOUR ISSUING THE LETTER OF CREDIT AS PER DETAILS ABOVE, I/WE HEREBY AGREE TO THE TERMS AND CONDITIONS APPEARING ON THE REVERSE HEREOF AND THE PROVISION SET FORTH IN THE CONTINUING LETTER OF CREDIT AGREEMENT SIGNED BY ME/US AND SEPARATELY SUBMITTED TO YOU. DATED _____ DAY _____ MONTH 19 ____

FOR BANK USE ONLY

CREDIT NO. _____
 ISSUED ON _____
 Verified By: _____
 Approved By: _____
 Remarks _____

AUTHORISED SIGNATURE(S) OF APPLICANT

ORIGINAL

BB 03-1



BANK ISLAM MALAYSIA BERHAD

MEMO OF BILL

TO

APPLICANT:

A/C No.

DATE

Please note that we have received the undermentioned bill drawn on your goodselves.

Beneficiary

IBLC NO

Tenor

Due Date

L/C NO

Negotiating Bank

DATE OF DRAFT

Their Ref. No.

DATE OF NEGOTIATION

SHIPMENT OF:

PER S.S.

DATED

DRAFT AMOUNT:

REMARKS: KINDLY RETURN THE ATTACHED * FORM BNM/KPW SOONEST POSSIBLE DULY SIGNED BY YOUR AUTHORISED SIGNATORIES.

AGENT'S CHARGES:

TOTAL AMOUNT:

RATE

MALAYSIAN RINGGIT:

N.B.

- (1) We do not undertake to notify you the arrival date of the relative steamer carrying the merchandises.
- (2) Please note that the abovementioned rate of exchange will be applied when the payment of this bill is effected.

COMMISSION

POSTAGE

STAMP DUTY

PLEASE NOTE THE FOLLOWING DISCREPANCIES

TOTAL AMOUNT

If the discrepancies are not acceptable to you, kindly advise us immediately. If the discrepancies are acceptable to you, kindly confirm your acceptance by signing and returning the duplicate of this Memo of Bill within seven days from the date hereof.

Kindly arrange for settlement at your earliest convenience.

Yours faithfully,
for BANK ISLAM MALAYSIA BERHAD

Authorised Signature(s)



BANK ISLAM MALAYSIA BERHAD

RELEASE OF GUARANTEE

MEMO OF BILL

TO

APPLICANT:

A/C No:

DATE

Please note that we have received the undermentioned bill drawn on your good selves.

Beneficiary

IBLC NO

Tenor

Due Date

L/C NO

Negotiating Bank

DATE OF DRAFT

Their Ref. No.

DATE OF NEGOTIATION

SHIPMENT OF:

PER S.S.

DATED

DRAFT AMOUNT:

AGENT'S CHARGES:

TOTAL AMOUNT:

N.B.

Please be advised that the above bill has been accepted by the drawee. You may therefore release the guarantee taken against the undermentioned discrepancies.

PLEASE NOTE THE FOLLOWING DISCREPANCIES

Yours faithfully,
for BANK ISLAM MALAYSIA BERHAD

Authorized Signature(s)

Appendix 3 Bill of Lading

PAN MALAYSIA LINESAddress: 103, Jln Tuanku Abdul Rahman, 50100 Kuala Lumpur
Tel: 4231782 Fax: 4237788 Telex: MA 37158**BILL OF LADING**

B/L No: P312

SHIPPER M/s Ahmad Hassan Sdn Bhd 2746 Jalan Ismail KUALA LUMPUR		CONSIGNEE " TO ORDER "		NOTIFY ADDRESS M/s George Iyer Co Ltd 3 Rue Bellini 92806 Poteaux, France	
PORT OF LOADING Port Klang		NAME OF VESSEL S.S. "TRIDENT"		PORT OF DISCHARGE Marseilles -	
MARKS & NOS.	QUANTITY AND TYPE OF PACKAGES DESCRIPTION OF GOODS		GROSS WEIGHT KGS.	MEASUREMENT	
GEORGE IYER CO LTD 3 RUE BELLINI 92806 POTEAUX FRANCE 2148 MARSEILLES PRODUCE OF MALAYSIA DD793 SMR 20 HEVEACRUMB 1/50	50 crates steel-strapped of SMR20 Heveacrumb said to contain 50 bales per crate (Total 2,500 bales) FREIGHT PREPAID		54,950 kilos	71.07 M	
		SHIPPED in apparent good order and condition, unless otherwise stated in this Bill of Lading on board the vessel mentioned, the goods stated above. Marks and numbers, contents, weight, measurement and value are inserted in this Bill of Lading upon shipper's statement. Without responsibility of the Carrier, Shipper, consignee and holder of this Bill of Lading accept and agree by its mere acceptance to all conditions, stipulations and exceptions, whether printed, written, stamped or otherwise inserted in or attached to this Bill of Lading. Either on the face or on the back and even if this Bill of Lading has not been signed by shipper. IN WITNESS whereof the number of Original Bills of Lading stated above has been signed, all handed to the shipper, one of which being accomplished, the others to stand void.			
Date shipped on board 19/8/1983		Date and place of issue Port Klang, 19/8/1983		No. of B/Lading signed (3) Three	
Sailing Date 20/8/1983		For and on behalf of PAN MALAYSIA LINES As Agent			

SG No:

BB 15

Stamp



Branch 19

LETTER OF INDEMNITY
DELIVERY WITHOUT BILL OF LADING

To the Owners and/or agents and/or Charterers
and/or Master

of

S/S/M.V

In consideration of your releasing for delivery to us or to our order the undermentioned goods of which we claim to be rightful owners, without production of the relevant bill(s) lading (not as yet in our possession).

We hereby undertake and agree to indemnify you fully against all consequences and/or liabilities of any kind whatsoever directly or indirectly arising from or relating to the delivery, and immediately on demand against all payments made by you in respect of such consequences and/or liabilities including costs between solicitor and client and all or any sums demanded by you for the defence of any proceedings brought against you by reason of the delivery aforesaid.

And we further undertake and agree upon demand to pay any freight and/or General Average and/or charges due on the goods aforesaid (it being expressly agreed and understood that all liens shall subsist and be unaffected by the terms hereof).

And we further undertake and agree that immediately the bill(s) of lading is/are received by us, we will deliver the same to you duly endorsed.

B/L No.	Marks	Quantity & Contents	Shipped by	Port of Shipment	Port of Discharge

INDEMNITIES WITH LIMITED LIABILITIES
OR BEARING ANY QUALIFYING REMARKS
WHATSOEVER CANNOT BE ACCEPTED

We join the above indemnity & guarantee
For BANK ISLAM MALAYSIA BERHAD

AL MURABAHAH WORKING CAPITAL FINANCING
[PURCHASES]

The Manager
Bank Islam Malaysia Berhad
9th & 20th Floor, Menara Tun Razak
Jalan Raja Laut
P.O.Box 11080
50734 Kuala Lumpur

In consideration of our having purchased on your behalf the merchandise as per attached invoice/invoices, please pay the sum of RM _____ being the cost of merchandise LESS all your charges including stamp duty, value today/ upon maturity to :

Yours faithfully,

Company Stamp:

FORM BB 39(B)

AL MURABAHAH CONTRACT NOTE
[PURCHASES]

The Manager
Bank Islam Malaysia Berhad
9th & 20th Floor, Menara Tun Razak
Jalan Raja Laut
P.O.BOX 11080
50734 Kuala Lumpur

MATURITY DATE	
DATE ISSUED	
YOUR REF. NO.	
OUR REF. NO.	

Sir,

Under the terms and conditions of your Al Murabahah facility, we buy from you the merchandise referred to in Form BB 39(A) at your selling price of RM _____ and on a deferred payment term of _____ days.

We undertake to pay you for the full amount of the selling price at the end of deferred payment term by :

1. Hereby authorising you to debit our Current Account No: _____
2. Transferring the amount due through interbank from our Account No: _____ with _____ to your account with Bank Negara Malaysia.

We hereby certify that this financing, as covered in transactions described in Form BB 39(A) is for current trade transaction and has not been financed in any other way and we undertake that we shall not seek financing from any other financial institution for this transaction so long as the full amount of the purchase price of the merchandise or any part thereof has not been fully paid to you by us.

Yours faithfully

(Authorised Signatories)

Company Stamp:



بنك اسلام ماليزيا برhad

Progresif, Profesional & Mesra

INTERBANK FUND TRANSFERS INSTRUCTION

TO : Treasury Department

TEST

FROM : Central Bills Department, Head Office

DATE

PLEASE PAY

TRN

REF NO

AMOUNT

RM

VALUE DATE

ACCOUNT NO

BY ORDER

BENEF'S NAME

S ADDRESS

OTHER INSTRUCTIONS

FOR CBU ONLY

MSG RELAYED BY

RECEIVED BY

STATUS

YES/NO

APPROVED


AUTHORISED SIGNATORIES

TRN: For Treasury Department's use

Bank Islam Malaysia Berhad

Tingkat 9 & 20, Menara Tun Razak, Jalan Raja Laut, Peti Surat 11080, 50734 Kuala Lumpur.
Tel: 03-293 5566, 293 5569 Telex: MA 31783, 31785 Cable: BANKISMA KUALA LUMPUR Fax: 03-293 7062, 292 2153

Appendix 6 Remittance Application Form

 Bank Islam <small>BANK ISLAM MALAYSIA BERHAD (901001-00000)</small>		BORANG PERMOHONAN KIRIMAN WANG REMITTANCE APPLICATION FORM		Tarikh / Date:
Cawangan _____				
PERMOHONAN UNTUK : Sila tanda (✓) APPLICATION FOR : Please Tick (✓)		PEMBAYARAN DI PAYABLE AT	MATAWANG CURRENCY	AMAUN AMOUNT
<input type="checkbox"/> BANKER'S CHEQUE <input type="checkbox"/> TELEGRAPHIC TRANSFER <input type="checkbox"/> DEMAND DRAFT				
BUTIR-BUTIR PENERIMA / PARTICULARS OF BENEFICIARY		FOR BANK USE ONLY		
Nama / Name _____		Rate _____		Equivalent _____
No. KP / Pasport: _____ IC / Passport No: _____				RM _____
Alamat / Address _____		Commission _____		
Tel: _____		Postage _____		
		Cable Charge _____		
		Stamp Duty _____		
CATITAN ATAU ARAHAN (Jika Ada) / REMARKS OR INSTRUCTION (if any)		TOTAL _____		
CETAKAN KOMPUTER / COMPUTER VALIDATION				
BUTIR-BUTIR PEMOHON / DETAILS OF APPLICANT		FOR CASH BALANCE OF PAYMENT		
Nama / Name _____		<input type="checkbox"/> Form P. No: _____ Code: _____		
No. KP / Pasport: _____ IC / Passport No: _____		<input type="checkbox"/> Bulk Payment <input type="checkbox"/> B (a) Freight & Ins.		
Alamat / Address _____		<input type="checkbox"/> < RM 500 <input type="checkbox"/> B (b) Travel (Excl. fares)		
		<input type="checkbox"/> A. Import <input type="checkbox"/> B (c) Education		
		<input type="checkbox"/> C. Transfer <input type="checkbox"/> B (d) Others		
		<input type="checkbox"/> D. Capital Transaction <input type="checkbox"/> B (e) Other Services		
Saya / kami telah membaca dan faham syarat-syarat dan peraturan yang tertulis di sebelah. Dengan hal yang demikian segala risiko dan tanggungjawab terhadap permohonan ini adalah tanggungan saya / kami sepenuhnya. Sila keluarkan / kiriman seperti tersebut dan cara pembayaran adalah seperti berikut:- For my / our account and risk and without responsibility or liability to yourselves and subject to the Terms and Conditions set forth on the reverse which I / We have read and understood, please issue your draft / effect the transfer as specified and payment is to be made in the following models:-				
<input type="checkbox"/> Wang Tunai / Cash RM _____				
<input type="checkbox"/> Cek bernombor _____ sebanyak RM _____ untuk bayaran perkhidmatan bank atau bayaran yang terkurang (Jika jumlah cek tidak mencukupi). <input type="checkbox"/> Cheque No. _____ for RM _____ and debit the bank charges or any shortfall (if the cheque amount is insufficient) to my / our account No. _____				
<input type="checkbox"/> Debit Akaun Simpanan / Akaun Semasa saya / kami / Debit my / our Saving / Current Account No. _____				
SIGNATURE VERIFIED		TANDATANGAN & COP PEMOHON / APPLICANTS SIGNATURE & CHOP		
		CASH RECEIVED BY CASHIER		
		Cashier / Teller's Signature _____		
REFERENCE NO				
ATTENDED BY		CHECKED BY	AUTHORISED BY	

BANK ISLAM MALAYSIA BERHAD

From : Central Bills Dept., H.O.
To : Correspondent Banking Unit, H.O.

Date :

MT 100 : CUSTOMER TRANSFER

Sender : BIMB MY KLA

Destination :

Name & address of Destination

FIELD NAME	
TAG	
20	/TRANSACTION REFERENCE NUMBER :
21	/REF. TO RELATED TRANSACTION:
32A	/VALUE DATE : /CURRENCY : /AMOUNT :
50	/ORDERING CUSTOMER :
53A	/SENDER'S CORRESPONDENT :
54A	/RECEIVER'S CORRESPONDENT :
56A	/INTERMIDIARY :
57A	/ACCOUNT WITH INSTITUTION :
59	/BENEFICIARY CUSTOMER :
70	/DETAILS OF PAYMENT :

Authorised Signatories

Prepared by :

Appendix 1: Tender Guarantee



Pengarah
ABC SDN BHD
Jalan 1/1
Kuala Lumpur

Date: 1st July 1997

Sirs,

RE: LETTER OF GUARANTEE NO. BI/KL 97-1 M\$ 10,000.00

As requested by the Tenderer, CDE SDN BHD, 21 Jalan 3/1, Kuala Lumpur, we hereby guarantee that the sum of M\$10,000.00 (Ringgit: Ten Thousand Only) being the amount of earnest money required to be deposited with Jabatan Telekom, Jalan Bangsar, Kuala Lumpur in accordance with the condition of the tender for Tender No. JT97/001 in respect of supply and delivery of telephones from 1-7-97 to 30-6-98 shall become payable by immediately on receipt of notice in writing given to us by Pengarah, Jabatan Telekom, Jalan Bangsar, Kuala Lumpur or its authorised representative.

This guarantee is effective from the date of the tender documents submitted by the Tenderer, to wit 1st July 1997 and is to remain in force until after a notice in writing to discontinue the same is given by Jabatan Telekom, Jalan Bangsar, Kuala Lumpur or its authorised representative or the Tenderer is notified in writing that his tender unsuccessful or until 30th June 1998 whichever is the earlier.

All claims, if any, in respect of this guarantee have to be made during the validity period of this guarantee or within two weeks from the expiry date of this guarantee. Where there is no claim made on the aforesaid date then all our liabilities and obligations on the said guarantee shall be absolved.

Yours faithfully
for and on behalf of
BANK ISLAM MALAYSIA BERHAD
KUALA LUMPUR BRANCH

.....
Authorised Signature/s

Appendix 9: Guarantee for Sub-Contract Work (Bahasa Malaysia Version)

BORANG GERENTI INSURAN UNTUK CAGARAN PERLAKSANAAN

[Untuk Kontrak-Kontrak Kecil Yang Dilantik (Nominated Sub-Contract) sahaja]

Perjanjian ini dibuat pada 1 haribulan Julai tahun 1997 di antara BANK ISLAM MALAYSIA
BERHAD

(Nama penggerenti dalam huruf besar)

beralamat Tingkat Bawah Bangunan Pernas, Kuala Lumpur (kemudian daripada ini disebut ('Penggerenti') sebagai satu pihak dengan ABC SDN BHD beralamat 30 Jalan 1/1 Kuala Lumpur (Kemudian daripada ini disebut ('Kontraktor') sebagai

(Nama Kontraktor Induk)
satu pihak yang satu lagi.

BAHAWASANYA

1. Perjanjian ini adalah tambahan kepada satu Kontrak Kecil yang Dilantik (nominated Sub-Contract) supply and delivery of telephones (Kemudian daripada ini disebut "Sub-Kontrak") bertarikh 1 Julai 1997 dan dibuat antara SYARIKAT ABC (Nama Sub-Kontraktor)

beralamat 123, JALAN 2/1, KUALA LUMPUR (kemudian daripada ini disebut Sub-Kontraktor) sebagai satu pihak dengan Kontraktor sebagai pihak yang satu lagi dengan mana Sub-Kontraktor yang mengikut semua syarat dan penentuan yang ditentukan dalam Sub-Kontrak yang tersebut mengukui janji akan menyempurnakan Sub-Kontrak dengan jayanya mengikut semua syarat dan penentuan yang ditentukan dalam Sub-Kontrak yang tersebut bagi jumlah wang sebanyak \$20,000.00 (RINGGIT DUA PULUH RIBU SAHAJA)

Penggerenti telah bersetuju menggerenti pelaksanaan yang sewajarnya akan Sub-Kontrak dengan cara yang terdapat kemudian daripada ini.

MAKA dengan ini Penggerenti bersetuju dengan Kontraktor seperti berikut:-

1. Jika Sub-Kontraktor (melainkan ia dilepaskan daripada meaksanakan Sub-Kontrak menurut ia dilepas daripada melaksanakan Sub-Kontrak menurut sesuatu fasal Sub-Kontrak atau menurut statut atau menurut keputusan sesuatu tribunal yang mempunyai bidangkuasa yang layak) mungkir melaksanakan Sub-Kontrak mengenal apa-apa perkara atau melakukan apa-apa pelanggaran terhadap kewajipannya dibawah Sub-Kontrak, maka Kontraktor akan, jika perlu, memberi Penggerenti peluang untuk berbincang sebelum sesuatu keputusan dibuat.
2. Penggerenti akan membayar gantrugi kepada Kontraktor sebanyak dan setakat M\$ 50,000.00 dalam tempoh tiga bulan selepas menerima satu notis bertulis menghandaki penggerenti membayar kepada Kontraktor apa-apa pelanggaran oleh Sub-Kontraktor terhadap kewajipannya di bawah Sub-Kontrak dengan sentiasa tertakluk bahawa Kontraktor mendapat terlebih dahulu satu sijil daripada Pegawai Penguasa (Superintending Officer) yang mengasahkan bahawa pada pendapatnya Sub-Kontraktor telah melakukan pelanggaran terhadap kewajipannya seperti tersebut.

BANK GUARANTEE FORM FOR PERFORMANCE BOND
(NOMINATED SUB-CONTRACTS WORKS)

This AGREEMENT is made the day of 19 BETWEEN
(insert the name of Bank) of (insert principal address to
business of Bank) (hereinafter called the "Guarantor") of the one part and
(insert name of Main Contractor) (hereinafter called the "Contractor") of the other part.

WHEREAS

- (i) This Agreement is supplemented to a Nominated Sub-Contract (hereinafter called the "Nominated Sub-Contract") dated the day of 19 and made between (insert the name of Sub-Contractor) hereinafter called the Nominated Sub-Contractor") of the one part and the Contractor of the other part whereby the Nominated Sub-Contractor agreed and undertook to (state nature of Nominated Sub-Contract works or obligations undertaken) for the sum of (state value of Nominated Sub-Contract price).
- (ii) The Guarantor has agreed to guarantee the due performance of the Nominated Sub-Contract in the manner hereinafter appearing.

Appendix 7: Guarantee against Advance Payment (Works)

LAMPIRAN "B"

CONTRACT No JT97/001

BANK GUARANTEE AGAINST ADVANCE PAYMENT (FOR WORKS)

In consideration of the Government of Malaysia (hereinafter called "the Principal") having agreed to make advance payment in accordance with the terms and conditions of a contract formed pursuant to a tender advertisement made by the Government dated 1st June 1997 calling for tenders by the offer of ABC SDN BHD (hereinafter called "the Contractor") 1st July 1997 and the acceptance thereof by the Government dated 15th July 1997 and subject to such new terms and conditions, if any, made by the Government and accepted by the Contractor on 17th July 1997 provided that: If a formal contract is drawn up subsequently in accordance with the terms and conditions of such formal contract for PAIWAY CROSSING (State nature of Works) hereinafter referred to as "the Works"). We the undersigned at the request of the Contractor, irrevocable undertaken and guarantee to the Government that:

1. We shall pay to the Government free of interest the sum of 15,000.00 (Ringgit FIFTEEN THOUSAND) the advance payment mentioned above representing fifteen percent (15%) of the value of the said contract sum less Prime Cost, Provisional Sums and Contingencies (if any) or such part thereof as shall not have already been recovered by the Government pursuant to Clause 3 or 4 hereof and such sum be paid on the Government's demand not withstanding any contestation or protest by the Contractor or by ourselves or by any other third party.
2. Any concession or indulgence given by the Government to the Contractor or any agreement between the Government and the Contractor or any alteration in the obligation undertaken by the Contractor or any forbearance given by the Government to the Contractor whether as to payment time, performance or otherwise shall not discharge us from this Guarantee but we shall be entitled to be informed of such arrangement of alterations.
3. Subject to Clause 4 our responsibility for paying the said sum of \$15,000.00 (Ringgit FIFTEEN THOUSAND ONLY) shall be automatically reduced by the amount or amounts of any payments made by us to the Government in respect of this Guarantee.
4. The said sum which we guarantee to pay to the Government shall be reduced automatically in proportion to deductions made by the Government out of the payments due to the Contractor for repayment of the advance payment so made. This Guarantee shall be cancelled immediately after the whole of the payment have been realised through payments by us or through deduction made out of the payments due to the Contractor, or after all the Articles have been delivered to the satisfaction of the Government by the Contractor in accordance with the terms of the said Contract, which ever is the earlier.
5. The Guarantee will expire at the end of one calendar months year after the completion date for the works as stated in the contract or any authorised extension thereof or after the determination of the contract whichever is the earlier. Claim if any must be received by the Guarantor within the period of the Guarantee.

Given under our hand this 1st day of AUGUST 1997 Signed for and on behalf of the above Guarantor.

.....

Name : 1. EN. ABU BIN ALI 2. AHMAD BIN HASAN

Designation : 1. MANAGER 2. BANK OFFICER

Bank : BANK ISLAM MALAYSIA BERHAD

In the presence of :

Name : EN. FADZIL YUSOFF

Designation : CO. SECRETARY

Appendix 1: Guarantee against Advance Payment (Supply)

LAMPIRAN "A"

CONTRACT No JT97/001

BANK GUARANTEE AGAINST ADVANCE PAYMENT (SUPPLY)

In consideration of the Government of Malaysia (hereinafter called "the Principal") having agreed to make advance payment in accordance with the terms and conditions of a contract formed pursuant to a tender advertisement made by the Government dated 1st June 1997 calling for tenders by the offer of ABC SDN BHD (hereinafter called "the Contractor") 15th July 1997 and subject to such new terms and conditions, if any, made by the Government and accepted by the Contractor on 17th July 1997 provided that if a formal contract is drawn up subsequently in accordance with the terms and conditions of such formal contract for the supply and delivery of telephones (hereinafter referred to as "the Articles") We the undersigned at the request of the Contractor irrevocably undertake and guarantee to the Government that:

1. We shall pay to the Government free of interest the sum \$8,400.00 (Ringgit EIGHT THOUSAND FOUR HUNDRED) the advance payment mentioned above representing fifteen percent (15%) of the value of the said contract, of such part thereof as shall not have already been recovered by the Government pursuant to Clause 3 or 4 hereof and such sum shall be paid on the Government's demand notwithstanding any contestation or protest by the Contractor or by ourselves or by any other third party.
2. Any concession or indulgence given by the Government to the Contractor or any agreement between the Government and the Contractor or any alteration in the obligation undertaken by the Contractor or any forbearance given by the Government to the Contractor whether as to payment time, performance or otherwise shall not discharge us from this Guarantee but we shall be entitled to be informed of such arrangement or alterations.
3. Subject to Clause 4 our responsibility for paying the said sum of \$8,400.00 (Ringgit EIGHT THOUSAND FOUR HUNDRED) shall be automatically reduced by the amount or amounts of any payments made by us to the Government in respect of this Guarantee.
4. The said sum which we guarantee to pay to the Government shall be reduced automatically in proportion to deductions made by the Government out of the payments due to the Contractor for repayment of the advance payment so made. This Guarantee shall be cancelled immediately after the whole of the payment have been realised through payments by us or through deduction made out of the payments due to the Contractor, or after all the Articles have been delivered to the satisfaction of the Government by the Contractor in accordance with the terms of the said Contract, which ever is the earlier.
5. The Guarantee will expire at the end of six calendar months after the expiry date of the contract or any authorised extension thereof, claim if any, must be received by the Guarantor within the period of the Guarantee.

Given under our hand this 1st day of AUGUST 1997 Signed for and on behalf of the above Guarantor.

.....

Name : 1. EN. ABU BIN ALI 2. AHMAD BIN HASAN
 Designation : 1. MANAGER 2. BANK OFFICER
 Bank : BANK ISLAM MALAYSIA BERHAD
 In the presence of : _____
 Name : EN. FADZIL YUSOFF
 Designation : CO. SECRETARY

16hb. Jun 1995

Appendix A Performance Guarantee (General)

THIS AGREEMENT is made the 1st day of JULY 1997 BETWEEN BANK ISLAM MALAYSIA BERHAD, LOWER GROUND FLOOR, BANGUNAN IBU PEJABAT PERNAS, KUALA LUMPUR (herein after called the Guarantor) of the one part and JABATAN TELEKOM MALAYSIA (hereinafter called the Principal) of the other part.

WHEREAS

- 1) This Agreement is supplemental to Contract No. JT97/001 (hereinafter called the contract) dates 1st June 1997 and made between ABC Sdn Bhd, No 30 Jalan 1/1 Kuala Lumpur (hereinafter called the Contractor) of the one part and the Principal of the other part whereby the Contractor agreed and undertook to supply and deliver of telephones from 1st July 1997 to 30th June 1998 for the sum of RM100,000.00.
- 2) The Guarantor hereby agrees with the Principal as follows:-
Now the Guarantor hereby agrees with the Principal as follows:-
 1. If the Contractor (unless relieved from the performance by any clause of the Contract or by statute or by the decision of a tribunal of competent jurisdiction) shall in any respect fail to execute the Contract or commit any breach of his obligations thereunder then the Guarantor will indemnify the Principal the sum of RM100,000.00 provided that the Principal or his authorised representative has made a claim against the Guarantor.
 2. The Guarantor shall not be discharged or released from this Guarantee by any arrangement between the Contractor and the Principal with or without the consent of the Guarantor or by an alteration in the obligations undertaken by the Contractor or by forbearance whether as to payment time performance or otherwise, but the Guarantor shall be entitled to be informed of such arrangements or alterations.

Given under our hand the date first mentioned above.

Signed by the said Guarantor
In the presence of

For and on behalf of
BANK ISLAM MALAYSIA BERHAD

Co Secretary witness

Guarantor

Signed by the said Principal
In the presence of

witness
LEGAL OFFICER

for and on behalf of the Principal

Appendix 5: Performance Guarantees (LAN)

PERFORMANCE BOND

BY THIS BOND, WE, MESSRS ABC Sdn Bhd No. 30 Jalan 1/1 Kuala Lumpur (hereinafter called "the Contractor") and BANK ISLAM MALAYSIA BERHAD whose registered office is at LOWER GROUND FLOOR, BANGUNAN PERNAS, KUALA LUMPUR (hereinafter called "the Surety") are held and firm bound unto LEMBAGA LETRIK NEGARA TANAH MELAYU, IBU PEJABAT, P.O. BOX 1003, 129 JALAN BANGSAR, KUALA LUMPUR (hereinafter called the "Employer") in the sum of Ringgit Five Thousand Only (RM5,000.00) (being 5% of the Contract Sum) for the payment of which sum the Contractor and the Surety bind themselves their successors and assigns jointly and severally by these presents.

Sealed with our respective seals and dated this 1st day of July 1997.

WHEREAS the Contractor by an Agreement made between the Employer of the one part and the Contractor of the other part has entered into a Contract (hereinafter called "the said Contractor") for the construction completion and maintenance of certain Works as therein mentioned in conformity with the provisions of the said Contract.

NOW THE CONDITION of the above written Bond is such that if the Contractor shall duly perform and observe on the Contractor's part to be performed and observed according to the true purport intent and meaning thereof or if on default by the Contractor the Sureties/Surety shall satisfy and discharge the damages sustained by the Employer thereby up to the amount of the above written Bond and then this obligation shall be null and void but otherwise shall Contract made by agreement between the Employer and the Contractor or in the extend or nature of the Works to be constructed, completed and maintained thereunder and no allowance of time by the Employer or the Engineer under the said Contract nor any forbearance or forgiveness in or in respect of any matter or thing concerning the said Contract on the part of the Employer or the said Engineer shall in any way release the Sureties/Surety from any liability under the above-written Bond.

Signed, Sealed and Delivered
by the said Contractor in the
presence of:

ABC SDN BHD

(witness)

EN. AHMAD FADZIL

Address: BANK ISLAM MALAYSIA BERHAD
LOWER GROUND FLOOR,
BANGUNAN PERNAS,
JALAN RAJA LAUT,
KUALA LUMPUR

(Signature of Contractor)

Occupation : CO SECRETARY

Appendix 2: Performance Guarantee (Works)

Name of contract : To construct and to complete a store house at Lot 1, Jalan Bahagia, Kuala Lumpur
 Contract No : JKR/97 - 100

PERFORMANCE BOND

FORM OF GUARANTEE

THIS AGREEMENT is made the 30th day of June 1997 between ABC SDN BHD (hereinafter called the Guarantor) of the one part and the Government of Malaysia (hereinafter called "the Employer") of the other part.

WHEREAS

1. This Agreement is supplemental to a contract numbered JKR/97-100 and dated 1st May 1997 (hereinafter called "the Contract") Wherein ABC Sdn Bhd No. 30 Jalan 1/1 Kuala Lumpur agreed and undertook the construction, completion and maintenance of certain works as therein mentioned in conformity with the provisions of the Contract for the sum of Malaysian Ringgit One hundred thousand only (M\$.....) being the Contract Price.
2. The Guarantor has agreed to guarantee the due performance of the Contract in manner hereinafter appearing.

NOW the Guarantor hereby agrees with the Employer as follows :-

1. If the Contractor (unless relieved from the performance by any clause of the Contract or by statute or by the decision of a tribunal of competent jurisdiction) shall in any respect fail to execute the Contract or commit any breach of his obligations thereunder then the Guarantor will indemnify the Employer the sum of Malaysian Ringgit ten thousand only (M\$10,000.00) being equal to 10 percent of the Contract Price provided that the employer or his authorised representative has made a claim against the Guarantor not later than six months after the date of issue of the Maintenance Certificate for the whole of the Works.
2. The Guarantor shall not be discharged or released from his guarantee by any agreement between the Contractor and the Employer with or without the consent of the Guarantor or by any alteration in the obligations undertaken by the contract or by any forbearance whether as to payment time performance or other-wise, but the Guarantor shall be entitled to be informed of such arrangements of alternations.

Appendix 3 Performance Guarantee (Supply)

**BANK GUARANTEE FORM FOR PERFORMANCE BOND
(SUPPLY)**

THIS AGREEMENT is made the 1st day of July 1997 between BANK ISLAM MALAYSIA BERHAD of
(insert name of Bank)

(insert principal address of business of Bank)

(hereinafter called the Guarantee) of the one part and the Government of Malaysia (hereinafter called "the Government") of the other part.

WHEREAS

This Agreement is supplemental to a contract numbered JKR/97-100
and dated 1st day of June 1997 and made between ABC SDN BHD (hereinafter called the
(insert name of Contractor)

"Contractor" of the one part and the Government of the other part whereby the Contractor agreed and undertook to supply and deliver to the Government telephones (hereinafter called the "Articles") for the sum of RM100,000.00 (state value of Contract price).

The Guarantor has agreed to guarantee the due performance of the Contract in manner hereinafter appearing.

NOW the Guarantor hereby agrees with the Employer as follows :-

If the Contractor (unless relieved from the performance by any clause of the Contract or by statute or by the decision of a tribunal of competent jurisdiction) shall in any respect fail to execute the Contract or commit any breach of his obligations thereunder then the Guarantor shall pay to the Government up to and not exceeding the sum of Ringgit RM10,000.00 (RM10,000.00) representing 10% of the Contract value, or such part thereof, on the Government's demand notwithstanding any contestation or protest by the Contractor or by the Guarantor or by other third party. Provided always that the total of all partial demands so made shall not exceed the sum of \$10,000.00 and that the Guarantor's liability to pay the Government as aforesaid shall correspondingly be reduced proportionate to any partial demand having been made as aforesaid.

The Guarantor shall not be discharged or released from this Guarantee by any agreement between the Contractor and the Government with or without the consent of the Guarantor or by any alteration in the obligations undertaken by the Contractor or by any forbearance whether as to payment time, performance or otherwise, but the Guarantor shall be entitled to be informed of such arrangement of alterations.