



RHB ISLAMIC BANK BERHAD (680329-V)



Dated This Day of 20

(as Customer)

Executed between RHB Islamic Bank Berhad (680329-V) (the "Bank") and



PURCHASE UNDERTAKING

(EHF-i/007/Home Completed)



In relation to the Diminishing Musharakah Agreement dated this day of 20

(the "Customer")

Prepared by :-

Contents

	Recitals	1
1	Definitions and Interpretations	1
	1.1 Incorporated Definitions.....	1
	1.2 Incorporated Construction, Incorporated Interpretation and Language.....	2
2.	Purchase Undertaking	2
3.	Musharakah Unit(s) Payment	2
4.	Additional Musharakah Unit(s) Payment	2
	4.1 Additional Musharakah Unit(s) Payment	2
	4.2 Additional Musharakah Unit(s) Payment fee	3
	4.3 Effect of Additional Musharakah Unit(s) Payment	3
5.	Early Dissolution of the Musharakah	3
6.	Expiry of the Purchase Undertaking	4
7.	Event of Default	4
	7.1 Effect of Event of Default	4
	7.2 Application of Proceeds	5
	7.3 Deficiency of Proceeds	5
8.	Abandonment of Property	5
9.	Further Provisions	6
	9.1 Provisions of Equity Home Financing-i Terms and Conditions Incorporated.....	6
	9.2 Stamp Duty Declaration.....	6
	Schedule 1	7
	Execution	8

THIS PURCHASE UNDERTAKING is made the day and year as set out in Item 1 of Schedule 1 herein by the person whose description and present address as set out in Item 2 of Schedule 1 herein (hereinafter referred to as the “**Customer**”).

Recitals

- (A) Pursuant to the Equity Home Financing-i Terms and Conditions (as defined herein), the Customer and the Bank have entered into a Musharakah arrangement evidenced by the Musharakah Agreement to establish and contribute to the Musharakah and the purpose of the Musharakah is to facilitate the ownership of the Property.
- (B) The Bank and the Customer each own a number of Musharakah Units in the Musharakah commensurate with their respective Capital Contribution (as defined herein) and the Customer undertakes to buy the Musharakah Units owned by the Bank based on the terms and subject to the conditions set out herein.
- (C) In furtherance thereto, the Customer wishes to give to the Bank an irrevocable Purchase Undertaking in respect of the Musharakah Units based on the terms and subject to the conditions herein contained.

IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

1.1 Incorporated Definitions

In this Purchase Undertaking, unless the context otherwise requires and save as specifically defined in this Purchase Undertaking, words and expressions defined in the Equity Home Financing-i Terms and Conditions shall have the same meanings when used herein.

Capital Contribution	means the amount of capital contribution (whether in cash or in kind) provided by the Bank as Musharik 1 and the Customer as Musharik 2 respectively in the Musharakah pursuant to the Musharakah Agreement;
Equity Home Financing-i Terms and Conditions	means the terms and conditions as attached in Schedule 8 of the Musharakah Agreement which lay out the terms and conditions of the Equity Home Financing-i Facility and links the Transaction Documents and includes any amendments, variations and/or supplementals made from time to time;
Notice of Fulfilment	means a notice of fulfilment in relation to the fulfilment of purchase of the Musharakah Units by the Customer from the Bank in or substantially in the form as set out in Schedule 3 of the Musharakah Agreement whereby the Bank acknowledges that full beneficial ownership over the Property is transferred to the Customer pursuant thereto; and
this Purchase Undertaking	means this Purchase Undertaking of even date executed by the Customer, in favour of the Bank relating to Customer’s undertaking to purchase the Musharakah Units owned by the Bank in the Musharakah and includes any amendment(s) or

variation(s) thereof and addition(s) thereto from time to time executed in supplemental thereto or in substitution thereof.

1.2 Incorporated Construction, Incorporated Interpretation and Language

In this Purchase Undertaking, unless the context otherwise requires and save as specifically defined in this Purchase Undertaking, words, expressions and phrases used in the Equity Home Financing-i Terms and Conditions shall be construed, interpreted and shall have the same meanings when used herein. English is the governing language of this Purchase Undertaking, all correspondences, notices or other documents required or permitted hereunder and shall prevail over any translations that shall be made of this Purchase Undertaking.

2. Purchase Undertaking

- (i) In consideration of the Bank entering into a Musharakah arrangement with the Customer pursuant to the Musharakah Agreement, and granting to the Customer the Ijarah pursuant to the Ijarah Agreement, the Customer hereby unconditionally and irrevocably undertakes to the Bank that it shall purchase the Musharakah Units owned by the Bank in the Musharakah from time to time which value for each Musharakah Unit will be based on the indicative price as set out in Item 4 of Schedule 1 herein on the terms and subject to the conditions of this Purchase Undertaking.
- (ii) Notwithstanding the formulae of the indicative price for each Musharakah Unit as stated herein, the actual price for each Musharakah Unit owned by the Bank in the Musharakah which shall be payable by the Customer to the Bank from time to time is to be mutually agreed between the Customer and the Bank prior to the Musharakah Unit(s) Payment by the Customer to the Bank relating to the purchase of such Musharakah Units.

3. Musharakah Unit(s) Payment

- (i) Any monthly Musharakah Unit(s) Payment by the Customer to the Bank will be treated as the acceptance on the part of the Customer in respect of the actual price for each Musharakah Unit owned by the Bank in the Musharakah relating to the purchase of such Musharakah Units by the Customer from time to time.
- (ii) In the event of any failure on part of the Customer to purchase the Musharakah Units owned by the Bank in the Musharakah, the terms and conditions in relation to Event of Default as set out in clause 13.1 of the Equity Home Financing-i Terms and Conditions shall forthwith apply.

4. Additional Musharakah Unit(s) Payment

4.1 Additional Musharakah Unit(s) Payment

Subject to the provisions of this Purchase Undertaking, the Customer may purchase any additional Musharakah Units owned by the Bank but not yet offered to the Customer in whole or in part subject to the following conditions:

- (i) the Customer has paid in full all other moneys due and outstanding under this Purchase Undertaking and the Transaction Documents;
- (ii) the Bank shall have received from the Customer not less than thirty (30) Business Days prior written notice of its intention to make such additional Musharakah Unit(s) Payment specifying the amount that the Customer intends to pay;
- (iii) the Bank shall signify its acceptance or rejection of the notice received from the Customer as stipulated in clause 4.1 (ii) above. If the Bank agrees to accept the additional Musharakah Unit(s) Payment from the Customer, the Bank shall signify its acceptance of such additional Musharakah Unit(s) Payment at a time that shall be determined by the Bank after receiving such notice from the Customer by issuing a notice to the Customer specifying the following matters:
 - (a) the number of the Musharakah Units offered to the Customer by the Bank;
 - (b) the amount to be paid by the Customer;
 - (c) the date to make such additional Musharakah Unit(s) Payment; and
 - (d) attach a schedule for the Musharakah Unit(s) Payment for the remaining Musharakah Units owned by the Bank.

The Customer shall pay the amount stated in such notice on the date specified therein.

4.2 Additional Musharakah Unit(s) Payment Fee

In the event that the Customer wishes to exercise the rights to purchase additional Musharakah Unit(s) pursuant to clause 4.1, the Bank may impose a higher price to be paid on the Bank's remaining Musharakah Units as set out in the Letter of Offer towards the Customer.

4.3 Effect of Additional Musharakah Unit(s) Payment

For the avoidance of doubt, should the Customer exercises the right to make additional Musharakah Unit(s) Payment pursuant to clause 4.1 herein, the Customer is still obliged to maintain the monthly Musharakah Unit(s) Payment as usual.

5 Early Dissolution of the Musharakah

- (i) In the event where the Musharakah is dissolved:
 - (a) within the first [insert period] (insert period in numerical) years from the date of the first disbursement of the Bank's Capital Contribution relating to the Musharakah ("**Early Dissolution 1**") ; or
 - (b) after the first [insert period] (insert period in numerical) years from the date of the first disbursement of the Bank's Capital Contribution relating to the

Musharakah but prior to the end of the tenure of the Musharakah (“**Early Dissolution 2**”)

(collectively hereinafter referred to as the “**Early Dissolution**”), it will be deemed as an early dissolution of the Musharakah upon which the Customer undertakes to purchase the Bank’s remaining Musharakah Units as at the date of the Early Dissolution (the “**Remaining Musharakah Units**”) which value for each Remaining Musharakah Units in case of Early Dissolution will be based on the following indicative prices:

- (1) in the event of Early Dissolution 1, the value for each Remaining Musharakah Units will be based on the indicative price as set out in Item 5 of Schedule 1 herein;
 - (2) in the event of Early Dissolution 2, the value for each Remaining Musharakah Units will be based on the indicative price as set out in Item 6 of Schedule 1 herein.
- (ii) Notwithstanding the formulae of the indicative prices as stated in clause 5(i) herein pursuant to the Early Dissolution, the actual prices of the Remaining Musharakah Units in the event of Early Dissolution 1 and Early Dissolution 2 respectively is to be mutually agreed between the Customer and the Bank prior to the execution of the purchase agreement relating to the purchase of such Remaining Musharakah Units by the Customer from the Bank.
- (iii) Any Musharakah Unit(s) Payment made by the Customer or the new financier of the Customer to the Bank pursuant to the Early Dissolution will be treated as the acceptance on the part of the Customer or the new financier of the Customer in respect of the actual prices for the Remaining Musharakah Units in the event of Early Dissolution 1 and Early Dissolution 2 respectively.

6 Expiry of the Purchase Undertaking

This Purchase Undertaking shall be terminated effective on the date of issuance of the Notice of Fulfilment.

7 Event of Default

7.1 Effect of Event of Default

- (i) Upon the occurrence of an Event of Default, or at any time thereafter, irrespective of whether any Event of Default is continuing, the Bank may issue a Notice of Termination to the Customer declaring that this Purchase Undertaking is invoked whereupon:
 - (a) the Customer shall purchase all the Musharakah Units owned by the Bank which value for each Mushakarah Unit will be based on the indicative price as set out in Item 7 of Schedule 1 herein; and
 - (b) the Transaction Documents (where applicable) shall immediately become enforceable.
- (ii) Notwithstanding the formulae of the indicative price as stated in clause 7.1(i)(a) herein pursuant to the occurrence of an Event of Default, the actual price of all

Musharakah Units owned by the Bank upon the occurrence of an Event of Default is to be mutually agreed between the Customer and the Bank prior to the execution of the purchase agreement relating to the purchase of all such Musharakah Units by the Customer from the Bank.

- (iii) Any Musharakah Unit(s) Payment made by the Customer to the Bank pursuant to the occurrence of an Event of Default will be treated as the acceptance on the part of the Customer in respect of the actual price for all Musharakah Units owned by the Bank upon the occurrence of an Event of Default.
- (iv) In the event that the Customer fails or refuses to purchase all Musharakah Units owned by the Bank upon the occurrence of an Event of Default at the actual price which shall be determined prior to the execution of the purchase agreement, the Bank shall be entitled to sell the Property as duly assigned and secured in favour of the Bank pursuant to the Charge or Deed of Assignment (by way of security) based on the terms and subject to the conditions as set out therein.

7.2 Application of Proceeds

Upon the occurrence of an Event of Default, all moneys, proceeds pursuant to the sale of the Property and other property held or received by the Bank under any of the Transaction Documents and the proceeds of any realisation of the undertaking, property, assets, revenues and rights of the Customer mortgaged, charged or assigned by or pursuant to any of the Transaction Documents shall (subject to the payment of debts which by law have priority) be applied as follows at the Bank's absolute discretion or as the Bank otherwise directs:

- (i) first, in payment of all costs, charges, expenses and liabilities incurred by the Bank and every receiver, attorney, agent, delegate or other person appointed by the Bank under any of the Transaction Documents in the execution or purported execution of any of the Transaction Documents or in the performance of any duties or the exercise of any powers vested in it or him; and
- (ii) second, in or towards payment of the liabilities of the Customer due to the Bank in respect of the Outstanding Amounts;

and the surplus (if any) after the payment in full of all liabilities of the Customer under the Transaction Documents shall be paid to or to the order of the Customer or such other person for the time being entitled thereto.

7.3 Deficiency of Proceeds

Without prejudice to the rights of the Bank subsequent to the occurrence of an Event of Default as set out under clause 13.1 of the Equity Home Financing-i Terms and Conditions, if the amount realised by the Bank on a sale or application of the properties and assets deposited with the Bank after deduction and payment from the proceeds of such sale of all fees, dues, costs, rates, taxes and other outgoings thereon is less than the amount due to the Bank and whether at such sale the Bank is the purchaser thereof or otherwise, the Customer shall pay to the Bank the difference between the amount due and the amount so realised.

8 Compensation (Ta'widh) for Late Payment

The Customer hereby agree that in the event of late payment, the Bank shall be entitled to impose the compensation fee (ta'widh) on the Customer as follows:

- (i) for failure to make payment of any amounts payable under this Purchase Undertaking on its due date, the compensation rate shall be applied is one percent (1%) per annum on the overdue amount or any other method approved by Bank Negara Malaysia or the Association of Islamic Banking Institutions in Malaysia (“**AIBIM**”);
- (ii) for failure to pay of any amount overdue and which failure continues beyond the tenure for the Musharakah as set out in Item 5 of Schedule 1 of the Musharakah Agreement, the compensation rate that shall be applied is the Bank’s prevailing Islamic Money Market Rate on the overdue amount or any other method approved by Bank Negara Malaysia; and
- (iii) the amount of such compensation shall not be compounded.

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

9 Further Provisions

9.1 Provisions of Equity Home Financing-i Terms and Conditions Incorporated

All provisions of the Equity Home Financing-i Terms and Conditions are incorporated herein whether or not repeated herein and shall form part of this Purchase Undertaking. Subject to such alterations or variations where necessary to make the provisions of the Equity Home Financing-i Terms and Conditions consistent with the provisions of this Purchase Undertaking, in the event of any conflict or discrepancy between the provisions of the Equity Home Financing-i Terms and Conditions and this Purchase Undertaking, the provisions of this Purchase Undertaking will prevail for the purpose of interpretation and enforcement of this Purchase Undertaking.

9.2 Stamp Duty Declaration

It is hereby agreed and declared that the Transaction Documents are all instruments employed in one transaction relating to the Equity Home Financing-i Facility as set out in Item 3 of Schedule 1 herein and for the purpose of section 4(3) of the Stamp Act, 1949 and Item 27 of Schedule 1 of the Stamp Act, 1949, the Musharakah Agreement shall be deemed to be the principal instrument and this Purchase Undertaking is deemed to be the secondary or collateral instrument.

-the remainder of this page is intentionally left blank-

Schedule 1
(which shall be taken and construed as an integral part of this Purchase Undertaking)

Item	Matter	Particulars
1.	The day and year of this Purchase Undertaking	The day of
2.	Name, NRIC No, description and present address and facsimile transmission, electronic or digital transmission communication numbers and/or addresses (if any) of the Customer	
3.	Equity Home Financing-i Facility amount	Ringgit Malaysia ●(RM●) only
4.	Indicative price for each Musharakah Unit	Ringgit Malaysia One (RM1.00) only
5.	Indicative price for each Remaining Musharakah Units in the event of Early Dissolution 1	Ringgit Malaysia ● (RM●) only
6.	Indicative price for each Remaining Musharakah Units in the event of Early Dissolution 2	Ringgit Malaysia One (RM1.00) only
7.	Indicative price for each Musharakah Unit in the Event of Default	Ringgit Malaysia ● (RM●) only

-the remainder of this page is intentionally left blank-

Execution

Executed as a Purchase Undertaking on the day and year first set out in Item 1 of
Schedule 1 herein

THE CUSTOMER

Signed by

NRIC No.

in the presence of:

