



PETRONESA SDN BHD (140308H)
 (Subsidiary of Yayasan Sarawak)
 2ND FLOOR, NO. 192 & 192A, AL-IDRUS COMMERCIAL CENTRE, JALAN BATOK,
 93400 KUCHING, SARAWAK P.O. BOX 1670, 93792 KUCHING, SARAWAK.
 TELEPHONE: (082) 241666 (3 LINES) FAX: (082) 427100

SCHEME B
 (Moreworks)

Agreement No.:

MURABAHA CREDIT SALE FACILITY AGREEMENT

SCHEDULE / JADUAL

(which is to be taken, read and construed as an essential part of this Agreement)
 (yang perlu diambil, dibaca dan ditafsir sebagai bahagian penting dalam Perjanjian ini)

Section I / Seksyen I

Date of Agreement / Tarikh Perjanjian

Dated this day / month / year
 Tarikh, hari / bulan / tahun. -

Section II / Seksyen II

Name and Address of Buyer / Nama dan Alamat Pembeli

Name / Nama:

IC No. / No. KP:

Address / Alamat:

Tel No. / No Tel:

Section III / Seksyen III
"The Goods" / "Barangan"

The Goods :
 Goods Purchase Price : RM
 Murabaha Mark-up (profit rate) : %
 Selling Price (Amount of Credit) : RM

Section IV / Seksyen IV

"The Murabaha Credit Purchase Price" / "Harga Belian Kredit Secara Murabaha"

Ringgit Malaysia (RM)

* Purchase Price is inclusive of Profit Margin/ Harga Belian adalah termasuk Margin Keuntungan.

Section V / Seksyen V

"Profit Rate" / "Kadar Keuntungan"

% per annum / setahun

Section VI / Seksyen VI

"Initial Payment" / "Ansuran Pertama"

Ringgit Malaysia (RM)

The Initial Payment payable shall be an amount equal to one (1) month instalment/ Ansuran Pertama yang perlu dibayar hendaklah bersamaan dengan satu (1) bulan ansuran.

Section VII / Seksyen VII

"Instalment" / "Ansuran"

No. of Months / No. Bulanan	Monthly Instalment (RM) / Ansuran Bulanan (RM)	Final Instalment (RM) / Ansuran Terakhir (RM)

Section VIII / Seksyen VIII

"Name and Address of Guarantor" / "Nama Dan Alamat Penjamin"

Name / Nama:

IC No. / No. KP:

Address / Alamat:

Tel No. / No Tel:





PETRONESA SDN BHD (140308H)
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SCHEME B
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Agreement No.1

MURABAHA CREDIT SALE AGREEMENT
PERJANJIAN JUALAN KREDIT MURABAHA

This Agreement made the day and the year stated in Section 1 of the schedule hereto BETWEEN PETRONESA SDN. BHD. (Company No. 140308-H), a company incorporated and registered in Malaysia under the Companies Act, 1965 and having its registered office at 2nd Floor, No. 192-192A, Al-Idrus Commercial Centre, Jalan Satok, 93400, Kuching, Sarawak, (hereinafter called "the Seller") of the one part AND the party whose name and address are as described in Section II of the Schedule hereto (hereinafter called "the Buyer") of the other part.

Perjanjian ini dibuat pada hari dan tahun yang dinyatakan di Seksyen I dalam Jadual di sini ANTARA PETRONESA SDN. BHD. (No. Syarikat 140308-H), sebuah syarikat yang diperbadankan dan didaftarkan di Malaysia di bawah Akta Syarikat, 1965 dan mempunyai pejabat berdaftar di Tingkat 2, No. 192-192A, Pusat Perdagangan Al-Idrus, Jalan Satok, 93400 Kuching, Sarawak, (selepas ini dipanggil "Penjual") dari satu pihak DAN pihak di mana nama dan alamatnya adalah seperti yang diuraikan dalam Seksyen II dalam Jadual di sini (selepas ini dipanggil "Pembeli") dari pihak yang lain.

WHEREAS:-

- (1) The Seller sells the Goods more particularly described in Section III of the Schedule hereto under its Murabaha Credit Sale Scheme (hereinafter referred to as "the said Scheme") (available to all confirmed and permanent employees of the State Government and Statutory Bodies of Sarawak and Federal Departments and other approved Federal agencies.)
- (2) The Buyers is desirous of purchasing the Goods more particularly described in Section III of the Schedule hereto (hereinafter referred to as "the Goods") under the said Scheme upon the terms and conditions hereinafter contained.

BAHAWASANYA:-

- (1) Penjual menjual Barangan yang lebih khususnya diuraikan di Seksyen III (selepas ini dirujuk sebagai "Skim tersebut") yang diadakan untuk semua pekerja sah dan tetap dalam Kerajaan Negeri dan Badan Berkanun Jabatan Sarawak dan Jabatan Persekutuan dan lain-lain agensi Persekutuan yang diluluskan.
- (2) Pembeli berhasrat untuk membeli (selepas ini dirujuk sebagai "Barangan tersebut") yang lebih khususnya diuraikan di Seksyen III dalam Jadual di sini (selepas ini dirujuk sebagai "Barangan" di bawah Skim tersebut berdasarkan terma-terma dan syarat-syarat yang terkandung dalam Perjanjian ini.



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TELEPHONE: (082) 241600 (3 LINES) FAX: (082) 427100

SCHEME B
(Moreworks)

Agreement No.:

NOW IT IS HEREBY AGREED as follows:-

MAKA ADALAH DENGAN INI DIPERSETUJUI seperti yang berikut:-

1. AGREEMENT FOR SALE AND PURCHASE

The Seller agrees to sell and the Buyer agrees to purchase the Goods at the purchase price stipulated in Section IV of the Schedule hereto (hereinafter referred to as "the Purchase Price").

1. PERJANJIAN UNTUK JUAL BELI

Penjual bersetuju untuk menjual dan Pembeli bersetuju untuk membeli Barangan tersebut pada harga belian yang dinyatakan di Seksyen IV dalam Jadual di sini (selepas ini dirujuk sebagai "Harga Belian").

2. PURCHASE PRICE

2.1 The Buyer shall pay the Purchase Price of the Goods which is inclusive of Profit Margin thereon at the flat rate stipulated in Section V of the Schedule hereto to the Seller by paying the Monthly Instalments and Final Instalment stated in section VII of the Schedule hereto (which Monthly Instalments and Final Instalment shall hereinafter be referred to as "the Instalments").

2.2 The purchase price (inclusive of Profit Margin) of the Goods is set out in Section IV of the Schedule hereto.

2. HARGA BELIAN

2.1 Pembeli hendaklah membayar Harga Belian bagi Barangan tersebut yang termasuk Margin Keuntungan pada kadar rata yang ditetapkan di Seksyen V dalam Jadual di sini kepada Penjual dengan membayar Ansuran-Ansuran Bulanan dan Ansuran Terakhir yang dinyatakan di Seksyen VII dalam Jadual di sini (Ansuran-Ansuran Bulanan dan Ansuran Terakhir yang mana selepas ini dirujuk sebagai "Ansuran").

2.2 Harga Jualan (termasuk Margin Keuntungan) Barangan tersebut adalah dinyatakan di Seksyen IV dalam Jadual di sini.

3. MODE OF PAYMENT OF INSTALMENTS

The Instalments shall be paid direct to the Seller by the Buyer's employer by deducting the amount due under the Instalments from the Buyer's monthly salary, the first of such Instalments to be paid one month after the date of this Agreement (or on such other date as may be practicable for the monthly salary deduction by the Buyer's employer) and all subsequent Instalments to be paid at regular successive intervals of one (1) month until the full Purchase Price and all Profit Margin thereon shall have been fully paid and satisfied.





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3. KAEDAH PEMBAYARAN ANSURAN

Ansuran hendaklah dibayar terus kepada Penjual oleh majikan Pembeli dengan menolak jumlah yang terhutang di bawah Ansuran dari gaji bulanan Pembeli, di mana bayaran Ansuran pertama harus dibayar dalam tempoh satu (1) bulan dari tarikh Perjanjian ini atau pada tarikh lain sebagaimana yang boleh dilaksanakan bagi tujuan potongan gaji bulanan oleh majikan Pembeli dan semua Ansuran berikutnya akan dibayar pada selang satu (1) bulan berturut-turut sehingga Harga Belian yang sepenuhnya dan segala Margin Keuntungan ke atasnya dibayar sepenuhnya.

4. CONDITION PRECEDENT

- 4.1 This Agreement is subject to the condition precedent that the Buyer's and Guarantor's employer has approved and agreed to deduct the amount due under the Instalments from the Buyer's and Guarantor's monthly salary and to remit the same to the Seller.
- 4.2 The Buyer shall execute and deliver to the Seller all necessary documents addressed to the Buyer's employer to deduct the amount due under the Instalments from the Buyer's monthly salary and to remit the same to the Seller. Such documents shall include, but not limited to, the following:-
 - a) Salary deduction form (Borang BPA 1 179 (A));
 - d) Letter of confirmation of application for Murabaha Credit Sale (IH INo.1)
- 4.3 The Buyer consented and authorised the Seller to conduct a proper verification on CTOS checks on the Buyer and on the nature of the Goods as Shariah compliant.
- 4.4 The Seller has the right to approve or reject the Buyer's application without giving any reason.

4. SYARAT TERDAHULU

- 4.1 Perjanjian ini adalah tertakluk kepada syarat terdahulu bahawa majikan Pembeli meluluskan dan bersetuju untuk memotong amaun yang kena dibayar di bawah Ansuran daripada gaji bulanan Pembeli dan meremittkannya kepada Penjual.
- 4.2 Pembeli hendaklah melaksanakan dan menyampaikan kepada Penjual semua dokumen yang dialamatkan kepada majikan Pembeli untuk memotong jumlah yang perlu dibayar di bawah Ansuran dari gaji bulanan Pembeli dan meremittkannya kepada Penjual. Dokumen sedemikian hendaklah termasuk tetapi tidak terhad kepada yang berikut:-
 - a) Borang potongan gaji (Borang BPA 1179 (A));
 - b) Surat pengesahan permohonan untuk jualan kredit (IH/ No. 1)





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SCHEME B
(Moraworka)

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- 4.3 Pembeli dengan ini memberi perkenan dan kebenaran kepada Penjual untuk menjalankan pemeriksaan yang tolll berkenaan pemeriksaan CTOS ke atas Pembeli dan berkenaan pematuhan syariah pada barangan.
- 4.4 Pembeli mempunyai hak sama ada untuk melulus atau menolak permohonan Pembeli tanpa memberikan sebarang sebab.

5. DATE OF DELIVERY

The Goods will be delivered to the Buyer within **fourteen (14) days** from the date of this Agreement.

5. TARIKH PENGHANTARAN

Barangan akan dihantar kepada Pembeli dalam tempoh **empat belas (14) hari** dari tarikh Perjanjian ini.

6. PROPERTY IN GOODS

Property and risk in the Goods shall pass to the Buyer upon signing of the delivery order by the Buyer. The Buyer herein acknowledges that although the Goods purchased is capable of being physically delivered, however, the Buyer expressly agrees that no physical delivery of the Goods pursuant to the purchase made will take place.

6. HARTA DALAM BARANGAN

Harta dan risiko dalam Barangan hendaklah berpindah kepada Pembeli setelah menandatangani pesanan penghantaran. Pembeli dengan ini memperakui bahawa walaupun Barangan yang dibeli boleh secara fizikal diserahkan kepada Pembeli, namun, Pembeli bersetuju bahawa tiada penyerahan secara fizikal berlaku dalam pembelian tersebut.

7. EXAMINATION OF THE GOODS

The Buyer hereby confirms and declares that specification of the Goods has been made by or on behalf of the Buyer prior to the signing of this Agreement and that he/she/they has satisfied himself/herself/themselves that the Goods are suitable for the purpose for which he/she/they requires them.

9. PEMERIKSAAN BARANGAN

Pembeli dengan ini mengesahkan dan mengisytiharkan bahawa spesifikasi telah dibuat oleh atau bagi pihak Pembeli sebelum Perjanjian ini ditandatangani dan bahawa dia/mereka telah berpuas hati bahawa Barangan itu adalah sesuai bagi tujuan yang diperlukan oleh dia/mereka.



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8. COVENANT TO PAY

8.1 The Buyer agrees, covenants and undertakes to pay punctually the Purchase Price as described in Section IV of the Schedule herein and all other monies owing or payable herein, in the manner as described in Section VII of the Schedule herein, amount and in the number of monthly installment (" Monthly Installment ") upon disbursement of the Facility including all other sums as prescribed in this Agreement.

8.2 The Seller reserves the right to terminate the Facility and demand full payment of the remaining Purchase Price and all other sums due and payable under the Facility at the Seller's absolute discretion upon the occurrence of an event of default as set out in Clause 9 of this Agreement ("Events of Defaults").

8. AKUJANJI PEMBAYARAN

8.1 Pihak Pembeli bersetuju dan berakujanji untuk membayar Harga Jualan seperti yang dinyatakan di Seksyen IV jadual disini yang mana jumlah dan segala wang lain yang terhutang dan perlu dibayar seperti yang dinyatakan dibawah Seksyen VII disini dan untuk membuat pembayaran mengikut cara, jumlah dan bilangan ansuran bulanan (" Ansuran Bulanan ") selepas pengeluaran dana Kemudahan termasuk sebarang jumlah lain sebagaimana ditetapkan didalam Perjanjian ini.

8.2 Pihak Penjual berhak membatalkan Kemudahan tersebut dan menuntut bayaran penuh baki Harga Jualan dan segera jumlah lain yang belum dibayar dan perlu dibayar dibawah Kemudahan tersebut berdasarkan budi bicara mutlak pihak Penjual apabila berlakunya sebarang keingkaran seperti yang dinyatakan dalam Klausa 9 Perjanjian ini (Keingkaran).

9. EVENTS OF DEFAULT

9.1 Notwithstanding Clauses 2 and 3 of this agreement, if the Buyer and/or Guarantor shall:-

- (a) Fail to pay any Instalments or Profit Margin or any other sum of money payable under this Agreement on its due date (whether formally demanded or not); or.
- (b) Provide incomplete or materially inaccurate or misleading facts or information in connection with this Agreement, whether to the Seller or to the dealer appointed by the Seller; or
- (c) Commit any breach of the terms and conditions (whether express or implied) contained in this Agreement; or
- (d) Commit any act of bankruptcy or if a petition be presented or an order be made for the Buyer to be adjudicated a bankrupt; or





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- (e) Enter into any composition or arrangement with or for the benefit of the creditors of the Buyer or allow any judgment against the Buyer and/or Guarantor remain unsatisfied for a period of twenty one (21) days or have any distress or execution proceedings whether legal or equitable levied against any of the properties of the Buyer and/or Guarantor and at the same remains unsatisfied within fourteen (14) days; or
 - (f) Resign or retire from the employment of the State Government or Statutory Bodies of Sarawak or Federal Departments or other approved Federal agencies; or
 - (g) Die; or
 - (h) Any event has occurred, or any situation exist which could or might, in the opinion of the Seller, prejudice the ability of the Buyer to perform its obligations under this Agreement;
- 9.2 Then in any such event the full balance of the Purchase Price still outstanding together with all Profit Margin thereon and all other sums of money payable or which may become payable by the Buyer under this Agreement shall immediately become due and payable.
- 9.3 Upon such circumstance, the Buyer may consult the Seller for the alternative settlement of the amount due and such settlement shall be subject to the terms and conditions to be agreed in writing by the Seller.

9. KEJADIAN INKAR

- 9.1 Walaupun Fasal 2 dan 3 perjanjian ini memperuntukkan sebaliknya, namun jika Pembeli :-
- (a) Gagal untuk membayar mana-mana Ansuran atau Margin Keuntungan atau apa-apa jumlah wang lain yang dibayar di bawah Perjanjian ini pada tarikh genap tempoh (sama ada dituntut secara rasmi atau tidak);
 - (b) Membekalkan fakta-fakta atau maklumat yang tidak lengkap atau tidak tepat secara material atau fakta dan maklumat yang mengelirukan berkaitan dengan Perjanjian ini, sama ada kepada Penjual atau kepada peniaga yang dilantik oleh Penjual; atau
 - (c) Melakukan apa-apa pelanggaran terhadap terma-terma dan syarat-syarat (samada nyata atau tersirat) yang terkandung di dalam Perjanjian ini;
 - (d) Melakukan apa-apa perbuatan kebangkrapan atau jika suatu petisyen dikemukakan atau suatu perintah adjudikasi bankrap dibuat ke atas Pembeli dan/atau Penjamin; atau
 - (e) Memasuki apa-apa komposisi atau pengaturan dengan atau bagi faedah pemiutang Pembeli atau membenarkan mana-mana penghakiman terhadap Pembeli dan/atau Penjamin kekal tidak dijelaskan bagi tempoh selama dua puluh satu (21) hari atau membenarkan sebarang prosiding distress atau pelaksanaan sama ada disisi undang-undang atau ekuiti yang dikenakan terhadap mana-mana hartanah Pembeli dan/atau Penjamin yang tidak dijelaskan dalam tempoh empat belas (14) hari; atau



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**SCHEME B
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Agreement No.:

(f) Meletak jawatan atau bersara daripada penggajian Kerajaan Negeri atau Badan Berkanun Sarawak atau Jabatan Persekutuan atau lain-lain agensi Persekutuan yang diluluskan; atau

(g) Meninggal dunia, atau

(h) Apa-apa kejadian yang telah berlaku, atau apa jua keadaan wujud yang boleh atau mungkin, pada pendapat Penjual, menjelaskan kemampuan Pembeli untuk melaksanakan obligasinya di bawah Perjanjian ini;

9.2 Maka dalam apa-apa keadaan sedemikian baki penuh Harga Belian masih tertunggak bersama-sama dengan semua Margin Kuntungan di atasnya dan semua jumlah wang lain yang perlu dibayar atau mungkin perlu dibayar oleh Pembeli di bawah Perjanjian ini hendaklah dengan serta-merta menjadi genap tempoh dan perlu dibayar.

9.3 Dalam keadaan sedemikian, Pembeli boleh berunding dengan Penjual bagi penyelesaian alternatif mengenai jumlah terhutang dan penyelesaian itu hendaklah tertakluk kepada terma-terma dan syarat-syarat yang perlu dipersetujui secara bertulis terlebih dahulu oleh Penjual.

10. EARLY SETTLEMENT

10.1 The Buyer may only make early settlement of the Purchase Price in whole and not in part. The Buyer must give the Seller at least seven (7) working days prior written notice of early settlement. The Seller at its discretion may grant the Buyer a rebate as it deems appropriate.

10.2 Notice of early settlement, once given, is irrevocable. The buyer shall be deemed to have committed an Event of Default if he fails to make payment on the due date and the Seller is entitled to exercise any of its rights in accordance to this Agreement.

10. PENYELESAIAN AWAL

10.1 Pembeli hanya boleh membuat penyelesaian awal Harga Belian secara keseluruhannya dan bukan sebahagiannya. Pembeli mesti memberikan Penjual notis bertulis terlebih dahulu sekurang-kurangnya tujuh (7) hari bekerja mengenai penyelesaian awal. Penjual atas budi bicara boleh memberikan Pembeli suatu rebat pada kadar yang difikirkan munasabah oleh Penjual.

10.2 Notis penyelesaian awal, sebaik sahaja diberikan, adalah muktamad. Pembeli hendaklah disifatkan telah melakukan suatu Keadaan Ingkar jika dia gagal untuk membuat pembayaran pada genap tempohnya dan Penjual berhak untuk melaksanakan haknya selaras dengan Perjanjian ini.



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SCHEME B
(Moreworks)

Agreement No.1

11. REPRESENTATION AND WARRANTIES:

11.1 The buyer hereby represents and warrants to the Seller that:-

- (a) the Buyer has the capacity to execute, deliver and perform the terms and conditions herein;
- (b) the terms and conditions of this Agreement constitute legal, valid and binding obligations enforceable against the Buyer;
- (c) all acts, conditions, consents, authorizations, approval which are required to be obtained, done, executed, performed are in full force and effect;
- (d) acceptance of this Agreement and the performance of the terms and conditions herein will not contravene any law, regulation, order or decree of any government authority, body and agency;
- (e) the information furnished by the Buyer in connection with this Agreement and Facility is accurate, correct, true and complete.
- (f) the Buyer is not an undischarged bankrupt no bankruptcy proceedings or criminal proceedings are presently current, pending against the Buyer which will affect the ability of the Buyer to meet the Buyer's obligations under this Agreement;

11.2 The Buyer acknowledges and agrees that the above representations and warranties will be correct and complied with so long as the Facility remains available and until all indebtedness due pursuant to the Facility has been settled in full.

11. REPRESENTASI DAN JAMINAN

11.1 Pihak Pembeli dengan ini menyatakan dan menjamin kepada pihak Penjual bahawa:-

- (a) Pihak Pembeli mempunyai kapasiti untuk melakukan, menyampaikan dan melaksanakan Terma-terma dan Syarat-syarat di dalam ini;
- (b) Terma-terma dan Syarat-syarat di dalam Perjanjian ini adalah sah disisi undang-undang dan mengikat kewajiban ke atas Pihak Pembeli;
- (c) Semua akta, syarat-syarat, keizinan, persetujuan, authoriti, pengesahan, lesen, dan pengecualian yang perlu dilakukan, dilaksanakan, disampaikan, dipenuhi, dibuat atau diperolehi untuk membolehkan pihak Pembeli untuk secara sah disisi undang-undang memasuki dan melaksanakan dan melakukan hak dan kewajiban pihak Pembeli dan melalui dokumen-dokumen yang dilaksanakan oleh pihak Pembeli, telah dibuat, dilaksanakan, disampaikan, dipenuhi, dipersembahkan atau diperolehi dan dikuatkuasa dan memberi kesan;





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- (d) Penerimaan atas perjanjian ini dan perlaksanaan terma-terma dan syarat-syarat ini tidak akan bercanggah dengan sebarang undang-undang, kawalan, arahan dan dekrit mana-mana badan kerajaan berautoriti, agensi dan mahkamah yang menjadi tertakluk kepada pihak Pembeli;
- (e) Maklumat yang diberikan oleh pihak Pembeli kepada pihak Penjual berkaitan dengan Perjanjian ini dan jumlah Kemudahan adalah tepat, benar, betul dan lengkap;
- (f) Pihak Pembeli tidak berada dalam keadaan berstatus mulla atau kes mulla atau kes tindakan kes jenayah pada masa ini, masih belum dimulakan atau akan dikenakan keatas pihak Pembeli yang akan memberi kesan kepada pihak Pembeli untuk memenuhi kewajiban pihak Pembeli terhadap Perjanjian ini.

11.2 Pembeli dengan ini mengambil maklum dan bersetuju bahawa representasi dan jaminan yang tersebut di atas akan sentiasa berkeadaan sah dan dipatuhi selama mana Fasilitas berjalan dan sehingga semua hutang yang tertunggak yang tertakluk kepada Fasilitas telah ditunai dan dilangsaikan sepenuhnya.

12. CONTINUING SECURITY

The liabilities and / or obligations of the Buyer under this Facility shall continue to be valid and binding for all purposes whatsoever notwithstanding any change whether by reason of bankruptcy, death, insanity or otherwise howsoever of the Buyer and / or any change by amalgamation, reconstruction or otherwise which may be made in the constitution of the Seller.

12. SEKURITI BERTERUSAN

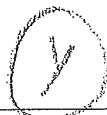
Liabiliti dan tanggungjawab pihak Pembeli di bawah Kemudahan ini akan terus menjadi sah dan mengikat untuk segala tujuan apa jua sekalipun tanpa mengira sebarang perubahan samada disebabkan oleh kebangkrutan, kematian, kurang siuman, ketidakupayaan atau apa-apa sebab pun melibatkan pihak Pembeli dan/atau sebarang perubahan secara penyatuan, pembentukan semula atau apa-apa cara pun yang boleh dibuat menurut perlembagaan pihak Penjual.

13. ASSIGNMENT

The Seller shall be entitled to assign and/or transfer the whole or any part of the Seller's rights and obligations under this Agreement at any time without notice to the Buyer and the Guarantor.

13. PENYERAHAN

Pihak Penjual berhak untuk menyerahkan dan / atau memindahkan keseluruhan atau mana-mana bahagian hak atau tanggungjawab Penjual dibawah Terma dan Syarat ini pada bila-bila masa tanpa memberikan notis kepada Pembeli dan Penjamin.





PETRONESA SDN BHD (140308H)

(Subsidiary of Yayasan Sarawak)

2ND FLOOR, NO. 192 & 192A, AL- IDRUS COMMERCIAL CENTRE, JALAN SATOK,

93400 KUCHING, SARAWAK P.O. BOX 1676, 93732 KUCHING, SARAWAK.

TELEPHONE: (082) 241666 (3 LINES) FAX: (082) 427100

SCHEME B
(Moroworko)

Agreement No.:

14. APPOINTMENT OF SERVICE PROVIDER

The Seller shall have the right, as its sole discretion, to appoint a Service Provider to act on Seller's behalf to involve in the business transaction from marketing, soliciting, processing, evaluation and underwriting the applications and to collect all and any sums due to Seller from Buyer under this Agreement.

14. PELANTIKAN PEMBEKAL PERKHIDMATAN

Pihak Penjual mempunyai hak, atas budi bicara dalam Perjanjian ini melantik Pembekal Perkhidmatan menguruskan dan melaksanakan bagi Pihak Penjual segala-sogala dan semua-sesua transaksi berkaitan dengan Kemudahan ini dan mengambil semula semua dan sebarang jumlah tertunggak kepada pihak Penjual daripada pihak Pembeli dibawah Perjanjian ini.

15. STATEMENT OF BALANCE CONCLUSIVE

A statement signed by the Director, General Manager, Manager, Assistant Manager, Accountant or any other duly authorized officer of the Seller for the time being as to the amount due from the Buyer and/or Guarantor under this Agreement at the date of such statement shall, save for manifest error, be accepted by the Buyer as final and conclusive.

15. PENYATA BAKI MUKTAMAD

Penyata yang ditandatangani oleh Pengarah, Pengurus Besar, Pengurus, Penolong Pengurus, Akauntan atau mana-mana pegawai lain yang diberkuasa oleh Penjual untuk ketika itu berkenaan dengan jumlah terhutang oleh Pembeli dan/atau Penjamin di bawah Perjanjian ini pada tarikh penyata itu hendaklah, melainkan kesilapan yang nyata, diterima oleh Pembeli sebagai muktamad dan konklusif.

16. INDEMNITIES

Without prejudice to any other rights and remedies which the Seller may possess, the Buyer shall be liable for and shall indemnify the Seller against all costs and expenses (including any legal costs on a full indemnity basis) incurred or sustained by the Seller in enforcing any of its rights and remedies against the Buyer and/ or Guarantor under this Agreement.

16. INDEMNITI

Tanpa menjejaskan apa-apa hak dan remedi lain yang mungkin dimiliki oleh Penjual, Pembeli dan/atau Penjamin hendaklah bertanggung untuk dan hendaklah menanggung rugi Penjual terhadap semua kos dan perbelanjaan (termasuk kos guaman atas dasar indemnity penuh) yang ditanggung atau dialami oleh Penjual dalam penguatkuasaan hak dan remedinya terhadap Pembeli dan/atau Penjamin di bawah Perjanjian ini.

17. NOTICE AND SERVICE

17.1 Any notice, request or demand required to be served by either party hereto on the other under this Agreement shall be in writing and shall be deemed to be sufficiently served if it is given by the party or its solicitors by registered post addressed to the party to be served at the addresses herein before mentioned and in such a case it shall be deemed (whether it is actually delivered or not) to have been received at the time when such registered letter would in the ordinary course of post be delivered.

17.2 Any change of address by either shall be communicated to the other.

(X)



PETRONESA SDN BHD (14030814)

(Subsidiary of Yayasan Sarawak)

2ND FLOOR, NO. 192 & 192A, AL-IDRUS COMMERCIAL CENTRE, JALAN BATOK,

93400 KUCHING, SARAWAK P.O. BOX 1876, 93732 KUCHING, SARAWAK.

TELEPHONE: (082) 241806 (3 LINES) FAX: (082) 427106

SCHEME D
(Moroworka)

Agreement No.1

17. NOTIS DAN PENYAMPAIAN

17.1 Apa-apa notis, permintaan atau tuntutan yang perlu disampaikan oleh mana-mana pihak di sini ke atas pihak yang lagi satu di bawah Perjanjian ini hendaklah secara bertulis dan hendaklah disifatkan sebagai disampaikan dengan secukupnya jika ia diberikan oleh pihak berkenaan atau peguamcaranya melalui pos berdaftar yang dialamatkan kepada pihak yang hendak disampaikan di alamat yang dinyatakan sebelum ini dan dalam keadaan sedemikian ia hendaklah disifatkan (sama ada ia sebenarnya dihantar atau tidak) telah diterima pada masa apabila surat berdaftar sedemikian akan dalam perjalanan biasa urusan pos akan dihantar.

17.2 Sebarang penukaran alamat oleh mana-mana pihak hendaklah disampaikan kepada pihak yang lagi satu.

18. WAIVER

No relaxation forbearance delay or indulgence by the Seller in enforcing any of the terms and conditions of this Agreement or granting of time by the Seller to the Buyer and/or Guarantor shall prejudice affect or restrict the rights and remedies of the Seller nor shall any waiver by the Seller or any branch hereof operate as a waiver of any subsequent or any continuing breach hereof.

18. PENEPIAN

Tiada kelonggaran toleransi kelewatan atau kesabaran oleh Penjual dalam menguatkuasakan mana-mana terma dan syarat dalam Perjanjian ini atau pemberian masa oleh Penjual kepada Pembeli dan/atau Penjamin akan memudaratkan menjejaskan atau menyekat hak dan remedi Penjual mahupun mana-mana penepian oleh Penjual atau mana-mana cawangan di sini beroperasi sebagai penepian apa-apa pelanggaran yang berikutnya atau yang berterusan di sini.

19. COST

All cost legal and incidental to the preparation of this Agreement including all stamp duty shall be borne by the Buyer absolutely. If the Purchase Price or any part thereof shall be required to be recovered through any process of law, the Buyer shall pay (in addition to the Purchase Price then due and payable under this Agreement) the Seller's solicitor's fees (on a solicitor and client basis) and any other fees and expenses incurred or to be incurred in respect of such recovery.

19. KOS

Segala kos guaman dan kos sampingan bagi penyediaan Perjanjian ini termasuk semua duti setem hendaklah ditanggung oleh Pembeli sepenuhnya. Jika Harga Belian atau sebahagian daripadanya perlu didapatkan kembali melalui mana-mana proses perundangan, Pembeli hendaklah membayar (di samping Harga Belian yang pada ketika itu genap tempohnya dan kena dibayar di bawah Perjanjian ini) yuran peguamcara Penjual (atas dasar peguamcara dan klien) dan apa-apa yuran dan perbelanjaan lain yang ditanggung atau yang akan ditanggung berkenaan dengan proses mendapatkan kembali wang tersebut.



PETRONESA SDN BHD (140308H)
(Subsidiary of Yayasan Sarawak)
2ND FLOOR, NO. 102 & 102A, AL-IBRUS COMMERCIAL CENTRE, JALAN BATOK,
93400 KUCHING, SARAWAK P.O. BOX 1670, 03732 KUCHING, SARAWAK.
TELEPHONE: (082) 241580 (3 LINES) FAX: (082) 427100

SCHEME B
(Moraworka)

Agreement No.:

20. ACCEPTANCE

This Agreement shall be deemed to be made on the date when it is signed by the Seller.

20. PENERIMAAN

Perjanjian ini hendaklah disifatkan sebagai telah dibuat pada tarikh apabila ia ditandatangani oleh Penjual.

21. SUCCESSORS BOUND

This Agreement shall be binding upon the assigns and successors in title of the Seller and the heirs, personal representatives and estate of the Buyer.

21. PENGGANTI TERIKAT

Perjanjian ini hendaklah mengikat penerima serah hak dan pengganti yang berhak bagi Penjual dan waris, wakil peribadi dan estet Pembeli.

22. GENERAL

- 22.1 Time wherever mentioned in this Agreement shall be deemed to be of the essence in this Agreement.
- 22.2 The Schedule annexed hereto shall form and be read, construed and taken as an integral part of this Agreement.
- 22.3 Where two or more persons are stated to be the Buyer in Section II of the Schedule hereto each of those persons shall be jointly as severally liable for the performance of the obligations of the Buyer set out in this Agreement.
- 22.4 This Agreement shall be governed and construed in accordance with the laws of Malaysia. However, the literal and technical definition of any Islamic transaction mentioned in this Agreement shall be interpreted in accordance with the Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI).
- 22.5 This Agreement shall be terminated in the following events:
- a) the Condition Precedent is not fulfilled as provided in Clause 4.1; or
 - b) the Buyer has fully settled all the amount due to the Seller under this agreement.
- 22.6 The Buyer hereby consent and agree that the Murabaha Credit Sale transaction will be carried out by a Service Provider appointed by the Seller.
- 22.7 The Buyer consent and agree that the Seller's Service Provider will execute the business transaction as deemed required under this Agreement.





PETRONESA SDN BHD (140308M)

(Subsidiary of Yayasan Sarawak)
2ND FLOOR, NO. 102 & 102A, AL-IDRUS COMMERCIAL CENTRE, JALAN BATOK,
93400 KUCHING, SARAWAK P.O. BOX 1576, 93732 KUCHING, SARAWAK.
TELEPHONE: (082) 241686 (3 LINES) FAX: (082) 427106

SCHEME B
(Moraworka)

Agreement No.:

22. AM

- 22.1 Masa di mana dinyatakan di dalam Perjanjian ini hendaklah difatitkan menjadi Intipati dalam Perjanjian ini.
- 22.2 Jadual yang dilampirkan di sini hendaklah membentuk dan dibaca, ditafsirkan dan dianggap sebagai suatu bahagian yang penting dalam Perjanjian ini.
- 22.3 Jika dua orang atau lebih adalah dinyatakan sebagai Pembeli di Sekyen II dalam Jadual di sini setiap orang itu hendaklah bersesama dan berasingan bertanggung bagi pelaksanaan obligasi Pembeli yang ditanya di dalam Perjanjian ini.
- 22.4 Perjanjian ini hendaklah dikawal dan ditafsirkan selaras dengan undang-undang Malaysia.
- 22.5 Perjanjian ini hanya akan ditamatkan dalam keadaan yang berikut:
a) Syarat Terdahulu tidak dipenuhi sebagaimana yang diperuntukan dalam Fasa 4.1; atau
b) Pembeli telah menyelesaikan sepenuhnya semua amaun yang perlu dibayar kepada Penjual di bawah Perjanjian ini.
- 22.6 Pembeli dengan ini mengakui dan bersetuju bahawa transaksi Murabaha Credit Sales akan dilaksanakan oleh Pembekal Perkhidmatan yang dilantik oleh Penjual.
- 22.7 Pembeli mengakui dan bersetuju bahawa Pembekal Perkhidmatan kepada Penjual akan melaksanakan transaksi perniagaan sebagaimana yang diperlukan di bawah perjanjian ini.

23. PERSONAL DATA PROTECTION ACT 2010

The Buyer hereby expressly agree that the Seller shall keep the security of the Buyer's personal data during the continuance of the Agreement and shall authorize the Seller to disclose Buyer's personal data to any party and for the purpose mentioned in the Personal Data Protection Act 2010.

23. AKTA PERLINDUNGAN DATA PERIBADI 2010

Pembeli dengan ini menyatakan persetujuan bahawa Penjual akan menyimpan Data Peribadi Pembeli dengan selamat selama tempoh perjanjian. Pembeli dengan ini bersetuju memberi kebenaran kepada Penjual untuk mendedahkan Data Peribadi Pembeli kepada mana-mana pihak yang difikirkan perlu dan untuk tujuan sebagaimana yang disebut di dalam Akta Perlindungan Data Peribadi 2010.





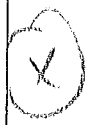
PETRONESA SDN BHD (140308H)
 (Subsidiary of Yayasan Sarawak)
 2ND FLOOR, NO. 102 & 102A, AL- IDRUS COMMERCIAL CENTRE, JALAN BATOK,
 93400 KUCHING, SARAWAK P.O. BOX 1876, 93732 KUCHING, SARAWAK.
 TELEPHONE: (082) 241500 (3 LINES) FAX: (082) 427100

SCHEME B
 (Moreworka)

Agreement No.:

IN WITNESS WHEREOF the parties hereto set their hands on the day and year stated in Section 1 of the Schedule hereto

DENGAN DIPERSAKSIKAN pihak-pihak di sini yang menurunkan landatangan mereka pada hari dan tahun yang dinyatakan dalam Seksyen 1 Jadual di sini.

<p>1. By the Buyer / Oleh Pembeli</p> <p></p> <p>..... (SIGNED BY THE SAID BUYER /DITANDATANGANI OLEH PEMBELI TERSEBUT)</p> <p>Name of Buyer / Nama Pembeli:</p> <p>Address / Alamat:</p> <p>Occupation / Pekerjaan:</p>	<p>..... (IN THE PRESENCE OF / DALAM KEHADIRAN)</p> <p>Name of Witness / Nama Saksi:</p> <p>Address / Alamat:</p> <p>Occupation / Pekerjaan:</p>
<p>2. For and on behalf of Petronesa Sdn Bhd (the Seller) / Untuk dan bagi pihak Petronesa Sdn Bhd (Penjual)</p> <p>..... (SIGNED / DITANDATANGANI)</p> <p>Name of Seller / Nama Penjual:</p> <p>Address / Alamat:</p> <p>Occupation / Pekerjaan:</p>	<p>..... (IN THE PRESENCE OF / DALAM KEHADIRAN)</p> <p>Name of Witness / Nama Saksi:</p> <p>Address / Alamat:</p> <p>Occupation / Pekerjaan:</p>

→ Agen *



PETRONESA SDN BHD (140308H)
 (Subsidiary of Yayasan Sarawak)
 2ND FLOOR, NO. 192 & 192A, AL-IDRUS COMMERCIAL CENTRE, JALAN DATOK,
 93400 KUCHING, SARAWAK P.O. BOX 1670, 93732 KUCHING, SARAWAK.
 TELEPHONE: (082) 241566 (3 LINES) FAX: (082) 427100

SCHEME B
(Moroworka)

Agreement No.:

CERTIFICATION OF EXPLANATION

I, _____ (I.C. NO. _____)

the authorised personnel of the Seller, hereby certify that I have to the best of my abilities, read and explained the contents of this Agreement to _____ (I.C. NO. _____) in _____ language to which he understands and who has acknowledge to me that he has understood the terms and implications of this Agreement.

.....
 Signed by authorized personnel

PERAKUAN PENERANGAN

Saya, _____ (NO. KP. _____),
 kakitangan yang diberikan kuasa bagi Penjual, dengan ini mengesahkan bahawa mengikut keupayaan saya yang terbaik, saya telah membacakan dan menerangkan kandungan Perjanjian ini kepada _____ (NO. K.P. _____) dalam bahasa _____ dia faham dan telah mengakui kepada saya bahawa dia telah memahami terma-terma dan implikasi Perjanjian ini.

Agent

.....
 Tandatangan yang diberi kuasa



PETRONESA SDN BHD (140300H)
 (Subsidiary of Yayasan Sarawak)
 2ND FLOOR, NO. 192 & 192A, AL-IBRUS COMMERCIAL CENTRE, JALAN BATOK,
 93400 KUCHING, SARAWAK P.O. BOX 1876, 93732 KUCHING, SARAWAK,
 TELEPHONE: (082) 241500 (3 LINES) FAX: (082) 427100

SCHEME B
(Moroworks)

Agreement No.:

CERTIFICATION OF UNDERSTANDING

I, _____ (I.C NO. _____),
 the Buyer, hereby certify that authorised personnel of the Seller,
 _____ (I.C NO. _____),
 has explained the contents of this Agreement to me in language to which I understand and I
 hereby acknowledge and confirm that I understood the terms and implications of this Agreement.

(Handwritten signature)

.....
 Signed by Buyer

PERAKUAN PEMAHAMAN

Saya, _____ (NO. K.P. _____),
 Pembeli, dengan ini memperakui bahawa kakitangan yang diberi kuasa bagi Penjual,
 _____ (NO. K.P. _____),
 telah menjelaskan kandungan Perjanjian ini kepada saya dalam bahasa yang saya faham dan
 mengaku dan mengesahkan bahawa saya memahami terma-terma dan implikasi Perjanjian Ini.

(Handwritten signature)

.....
 Tandatangan Pembeli

Tarikh :

Alamat :

Petronesa Sdn Bhd
2nd Floor, No 192 & 192 A
Al-Idrus Commercial Centre
Jalan Satok, 93400 Kuching

Tuan

Per : **PENGESAHAN**

Saya ingin mengesahkan bahawa saya yang bertandatangan di bawah ini telah menandatangani Perjanjian Jualan Kredit Murabaha berjumlah RM _____ setelah saya meneliti **segala maklumat yang diisikan** ke dalam borang perjanjian tersebut.

Saya juga ingin mengesahkan bahawa saya faham mengenai syarat-syarat perjanjian tersebut setelah mendapat penjelasan yang memuaskan daripada agen/pembekal syarikat tuan.

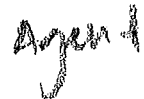
Sekiranya terdapat sesuatu kesulitan mengenai perkara di atas saya akan menghubungi Syarikat tuan untuk mendapat penjelasan seterusnya.

Yang benar

Disaksikan oleh



(Tandatangan Pelanggan)



(Tandatangan dan Cop Wakil /Pembekal)

CONSENT AUTHORIZATION UNDER PDPA & CRAA

In consideration of CTOS providing its services to my/our companies/ business named below

of address :

I/We the undersigned do hereby give my/our consent to you and CTOS Data Systems Sdn Bhd, a registered credit reporting agency of choice to process my/our personal data.

By this consent, I/We understand and agree that:

(i) You may conduct credit checks on me/us with any business entity/ies for bona fide trade checking and/or any credit reporting agency/ies of your choice now or at any future time for any one or more of the following purposes (hereinafter referred to as 'legitimate interest'), regardless of the relationship between the the Company and the Customer may have been terminated and/or an Event of Default had occurred.

- v Opening of account
v Debt Recovery purposes
v Credit/Account Review
v Legal documentation consequent to a contract or facility granted by you.
v Credit/Account Monitoring
v Credit/Account Evaluation

(ii) You may use the monitoring applications of credit reporting agency/ies and obtain new information and updates on me/us as long as any of the above mentioned legitimate interests exist.

You may disclose any information about me/us, our company/ business with respect to the conduct of my/our account or our business account to any business entity/ies for bona fide trade checking and /or credit reporting agency/ies at any time. We are aware and understand that information provided to credit reporting agency/ies may in turn be provided to its subscribers of their service.

(iii) I/ We hereby give my consent to any registered credit reporting agency under the Credit Reporting Agencies Act 2010 chosen by the Company, to release my credit report to the Company and/or their legal representatives for the purposes of enabling the processing of a facility or transaction and any related processes arising therefrom including but not limited to credit evaluation, monitoring, credit reviews and debt recovery purposes (hereinafter referred to as "legitimate interests"), offered by the Company to me or to a party to whom I have agreed to guarantee.

Where the Company requires any such processing to be further processed by its head Office or any processing centre located outside Malaysia, I hereby give my consent to CTOS to make such disclosure of my credit report to such locations outside Malaysia.

I/We agree that the purpose indicated by the Company of a legitimate interest to request for my report shall be sufficient and adequate proof of a valid purpose within the meaning of the Credit Reporting Agencies Act 2010.

(iii) I/We the undersigned do hereby give my/our consent to you and your agent/s or partner/s or credit reporting agency of your choice to process my/our personal data.

By this consent, I/We understand and agree that:

- You may contact me/us with regards to new offerings of any related product/services by your company
-You may use my/our data for the purpose of statistical and marketing analysis on the related range of product /services by your company.

*Note : In all cases, the word "account" above refers to the subscribing party to CTOS Business Systems Sdn Bhd services and the conduct thereof.

Signed By

Signed By

(Handwritten signature)

Name :
IC Number:
Position :
Date :

Name :
IC Number:
Position :
Date :

SURAT AGENSI

Tarikh

Name Agen

Alamat Agen

PERLANTIKAN SEBAGAI AGEN JUALAN KOMODITI

Saya dengan ini memaklumkan bahawa secara muktamad dan rola hati molantik anda sebagai agen saya untuk menjual Minyak Mentah Kelapa Sawit (dirujuk sebagai Komoditi) pada harga Ringgit Malaysia.....(RM.....).

2. Dengan muktamad dan sukarelanya, saya bersetuju dan memberi kuasa kepada pihak tuan untuk membayar hasil jualan Komoditi yang tersebut dengan cara-cara seperti berikut:

No	Nama Pembayar	Jumlah (RM)																
(A)	Jumlah Penyelesaian Awal kepada Institusi kewangan / syarikat / koperasi yang berkenaan seperti yang dinyatakan di bawah supaya menyelesaikan baki pinjaman saya yang tertunggak kepada mereka bagi pihak saya : <table border="1" data-bbox="343 1164 1244 1467"><thead><tr><th>Nama</th><th>Kod Koperasi</th><th>Kod Potongan</th><th>Jumlah</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></tbody></table> * Pembayaran kepada institusi kewangan / syarikat / koperasi yang berkenaan seperti yang dinyatakan di atas melalui cek bank (banker's cheque)	Nama	Kod Koperasi	Kod Potongan	Jumlah													
Nama	Kod Koperasi	Kod Potongan	Jumlah															
(B)	Fi dan Caj Perkhidmatan																	
I	Moreworks Sdn Bhd (MW)																	
a)	Caj Perkhidmatan dan Cukai Barangan dan Perkhidmatan ("GST") untuk Penyelesaian yang tersebut di (A) atas.																	
c)	Fi dokumentasi dan cukai GST yang boleh dikenakan ke atas fi dokumentasi																	
c)	Caj perkhidmatan dan cukai GST yang boleh dikenakan ke atas caj perkhidmatan bagi bayaran melalui cara "Telegraphic Transfer" kepada akaun saya.																	



d)	Caj komisyen sebagai ejen saya untuk menjual Komoditi yang tersebut di atas dan sebarang GST yang boleh dikenakan ke atas caj komisyen	
II)	Ableace Raakin Sdn. Bhd. - Caj komisyen dan Cukai GST yang boleh dikenakan ke atas caj komisyen bagi pembelian Komoditi oleh saya daripada Petronasa Sdn Bhd dan penjualan komoditi oleh saya.	
	Jumlah Harga Yang Akan Dibayar seperti dinyatakan di atas	
	Jumlah Harga Jualan Tunai Produk	
	Baki Jumlah yang akan dibayar kepada saya	

3. Saya juga bersetuju secara tidak boleh dibatal dan sukarelanya, memberi kuasa kepada pihak tuan dan / atau pihak yang diarahkan oleh pihak tuan dan mengarahkan pihak berkenaan untuk menyampaikan cek bank tersebut di (A) kepada institusi kewangan / syarikat / koperasi yang berkenaan supaya menyelesaikan baki pinjaman saya yang tertunggak kepada mereka dan selepas itu mendapatkan resit rasmi / surat pelepasan / borang Angkasa 1/79 dan menyerahkan dokumen-dokumen ini kepada Biro Perkhidmatan Angkasa bagi tujuan untuk memberhentikan potongan gaji saya kepada institusi kewangan / syarikat / koperasi tersebut dan hal-hal yang berkaitan.
4. Saya dengan ini bersetuju bahawa pihak tuan boleh mengikut budi bicara mutlaknya menguruskan bayaran baki Jumlah Harga seperti yang dinyatakan di atas samada dengan cara "Telegraphic Transfer" kepada akaun saya seperti berikut atau mengeluarkan cek atas nama saya dan

Saya dengan ini memberi kuasa kepada wakil saya _____
_____ untuk menerima cek ini bagi pihak saya dan memasukkan cek ini ke dalam akaun bank saya seperti berikut:

Bank	No. Akaun

5. Saya juga mengesahkan secara tidak boleh dibatal bahawa pelepasan bayaran Jumlah Harga kepada pihak-pihak yang tersebut di atas dan cara-cara yang dinyatakan di atas adalah baik, mencukupi dan berkesan, dan dianggap sebagai bayaran yang sama telah dikeluarkan kepada saya dan diterima oleh saya sendiri.



6. Saya juga mengesahkan secara tidak boleh dibatal bahawa Produk yang dijual untuk mendapatkan Jumlah Hasil Jualan produk yang dinyatakan di perenggan (2) di atas, asalnya dibeli daripada Petronesa Sdn Bhd (140308H) melalui Kemudahan Jualan Kredit Oleh itu, Petronesa Sdn Bhd (140308H) and / atau pihak tuan berhak untuk mengambil tindakan undang-undang terhadap saya apabila berlaku kejadian peristiwa-peristiwa keingkaran.
7. Dengan pertimbangan pihak tuan supaya bersetuju untuk mengambil tindakan atas arahan saya seperti di atas, saya bersetuju dan berjanji secara tidak boleh dibatal akan mengganti rugi syarikat tuan atas segala kerugian, kerosakan, tuntutan atau perbelanjaan (termasuk tetapi tidak terhad kepada fi guaman antara peguamcara dan anak guaman) dalam sebarang jenis atau deskripsi yang mungkin wujud, berlaku atau dialami oleh pihak tuan dengan persetujuan untuk bertindak atas permintaan dan arahan saya seperti di atas.
8. Selanjutnya, saya dengan ini mengakui bahawa urusan jual beli telah dibuat atas akaun dan risiko saya dan anda tidak berkewajipan atau bertanggungjawab ke atas saya berkenaan dengan apa-apa pelanggaran syarat urusan jual beli atau fraud oleh mana-mana pihak yang satu lagi yang dijangka akan berlaku atau yang benar-benar berlaku, melainkan pelanggaran tersebut berlaku secara langsung akibat kecuaiian, kemungkiran yang disengajakan atau fraud yang nyata di pihak saya.
9. Anda tidak bertanggungjawab terhadap saya dalam kontrak atau tort atau selainnya bagi apa-apa kerugian kewangan atau ekonomi, kos, liabiliti atau perbelanjaan langsung atau tidak langsung (termasuk, tanpa had, kerugian, hilang wang simpanan) melainkan kerugian yang timbul secara langsung akibat kecuaiian, kemungkiran atau fraud yang disengajakan oleh anda.
10. Saya dengan ini mengaku janji dan berwa'ad akan menanggung rugi dan membayar balik sepenuhnya tuntutan anda terhadap semua kerugian, tuntutan, tindakan, prosiding, gantirugi, kos dan apa jua perbelanjaan yang dikemukakan atau dituntut oleh mana-mana pihak dan/atau yang ditanggung oleh anda akibat persetujuan anda untuk bertindak sebagai agen menurut surat ini dan/atau berhubung dengan komoditi tersebut. Tanggung rugi tersebut akan terus wujud selepas tamatnya Terma dan Syarat ini dan apa-apa jumlah yang perlu dibayar di bawahnya tidak akan tertakluk kepada apa-apa potongan sama ada melalui penolakan tuntutan balas atau selainnya.

Terima kasih.

Yang benar,



.....
Nama :

No.K/P:

DELIVERY ORDER

Name :

Your Reference :

Our Reference :

Trade Date :

Value Date :

Identifacation :

Delivery Date :

Payment Date :

Certificate No :

This Delivery Order confirmed that the Commodities stated below have been sold to the Customer mentioned above

Commodity	Location	Storage Facility	Quantity (MT)

X

agrcast

Acknowledge Receipt



PETRONESA SDN BHD (140308H) (Subsidiary of Yayasan Sarawak)
 2ND FLOOR, NO. 192 & 192A, AL-IDRUS COMMERCIAL CENTRE, JALAN SATOK 03400 KUCHING, SARAWAK
 P.O. BOX 1676, 03732 KUCHING, SARAWAK.
 TELEPHONE: (082) 241666 (3 LINES) FAX: (082) 427100

MURABAHA CREDIT SALE FACILITY APPLICATION FORM

BUYER

A. PERSONAL PARTICULARS

Full Name : Old I/C No :
 New I/C No : House Telephone :
 Date of Birth : Mobile Phone Number :
 Sex : Marital Status (Married / Single) :
 Race :
 House Address (Residential) : Town :
 Postcode : No. of Dependents :
 Bank A/C No. :
 House (own / rent / parent's / relatives) :
 Home Address :

B. EMPLOYER'S PARTICULARS

Name :
 Address :
 Office Telephone : Length of Service (Years) :
 Position : Date of Joining :
 Status of Employment (Confirmed/Unconfirmed/Contract Staff) : Date of Confirmation :

C. SPOUSE'S PARTICULARS

Full Name : Old I/C No :
 New I/C No :
 Name of Employer :
 Address of Employer :
 Office Telephone : Mobile Phone Number :
 Position : Length of Service (Years) :

D. MONTHLY STATEMENT OF INCOME & EXPENDITURE

	BUYER	SPOUSE	TOTAL	
Basic Salary	RM	RM	RM	
Household Expenditure	RM	RM	RM	
Housing Loan Repayment / House Rent	RM	RM	RM	
Car / Motorcycle Loan Repayment	RM	RM	RM	
Other Deductions	RM	RM	RM	
Net Income	RM	RM	RM	

E. CREDIT HISTORY WITH PETRONESA SDN BHD

Purchase any goods (Yes/No) :

Account No. :

F. DETAIL OF PURCHASES:

Crude Palm Oil (CPO) Specifications	Purchase Price	
Purchase Price per Metric Ton	RM	
Quantity	M Ton	
Total Purchase Value	RM	
Mark-Up percentage (profit rate)	%	
Amount of Credit	RM	
Period of Repayment	Month	
Monthly Installment	RM	



PETRONESA SDN BHD (140308H) (Subsidiary of Yayasan Sarawak)
2ND FLOOR, NO. 192 & 192A, AL- IDRUS COMMERCIAL CENTRE, JALAN SATOK 03400 KUCHING, SARAWAK
P.O. BOX 1870, 93732 KUCHING, SARAWAK.
TELEPHONE: (082) 241666 (3 LINES) FAX: (082) 427100

MURABAHA CREDIT SALE FACILITY APPLICATION FORM

DECLARATION


I/WE hereby declare my/our intention to enter the Murabaha Credit Sale Agreement if this application is approved by Petronesa. This application is considered as a unilateral binding "wa'ad" or "promise" to enter into the future agreement from my/our side.

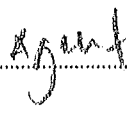
I/WE hereby consent and agree that the Murabaha Credit Sale Transaction will be carried out by Petronesa's service provider on behalf of Petronesa. We consent and agree that Petronesa's service provider will make the delivery of the Goods to me/us on behalf of Petronesa.

I/WE hereby declare that the information contained in this application are true and correct to the best of my/our knowledge. In the event of any material change in the facts submitted herein, I/WE undertake to notify Petronesa immediately in writing. I/WE hereby authorize Petronesa to obtain such credit or other information as it may require for the proper consideration of this application.

I/WE further declare that I/WE am/are not a bankrupt.

I/WE hereby agree that information relating to the facility applied and granted to me/us may be forwarded to any credit bureau or agencies in Malaysia.

BUYER'S SIGNATURE  : DATE :

WITNESS SIGNATURE  : DATE :

NAME OF WITNESS : I/C NO. :

GUARANTOR'S SIGNATURE : DATE :

WITNESS SIGNATURE : DATE :

NAME OF WITNESS : I/C NO. :

RECOMMENDED BY	VERIFIED BY	APPROVED BY
Name :	Name :	Name :
Dealer :	Officer :	G/M Manager :
Date :	Date :	Date :



PETRONESA SDN BHD (140308H) (Subsidiary of Yayasan Sarawak)
 2ND FLOOR, NO. 192 & 192A, AL-IDRUS COMMERCIAL CENTRE, JALAN SATOK, 93400 KUCHING, SARAWAK
 P.O. BOX 1576, 93732 KUCHING, SARAWAK. TELEPHONE: (082) 241600 (3 LINES) FAX: (082) 427100

MURABAHA CREDIT SALE

Product Disclosure Sheet

(Please read this product Disclosure Sheet before you decide to take up the Murabaha Credit Sale provided by Petronesa Sdn Bhd. Please also read the general terms and conditions. It is advisable for you to seek clarification on any of the terms and conditions governing the said product).

Murabaha Credit Sale

Date: ____/____/____

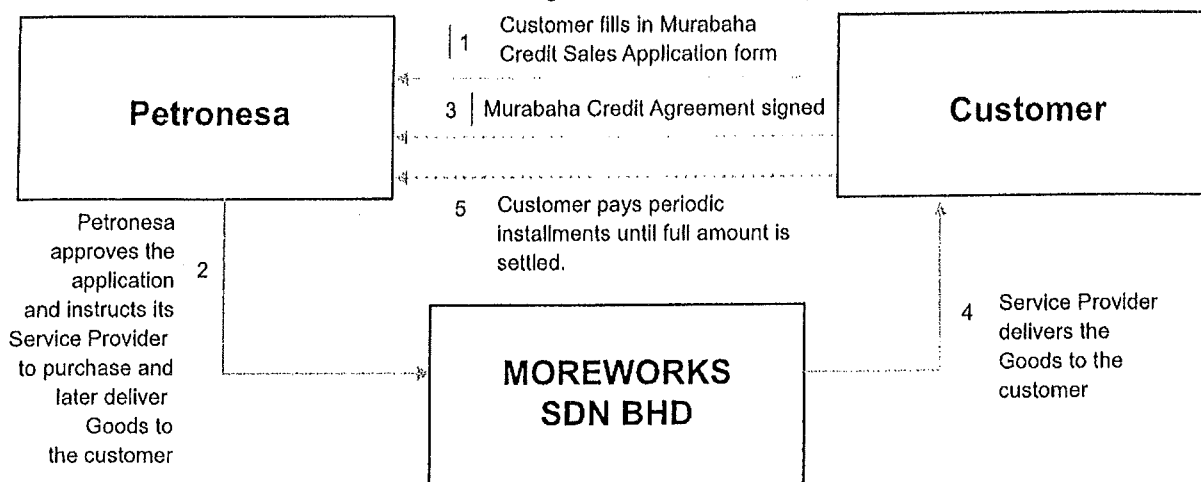
1. What is the nature of this transaction?

Murabaha Credit Sale Provided by Petronesa Sdn Bhd is an Islamic financing facility based on the Shariah concept of Murabaha (cost plus profit sale) on a deferred payment payable in the future through monthly installments until the full Murabaha price is fully settled.

2. What is the applicable Shariah concept for this facility?

The Shariah concept applicable to this facility is Murabaha sale.

Murabaha: is a cost plus profit sale contract whereby the seller expressly mention the cost of goods sold and sells it to another person by adding a mutually agreed profit that can either be in lump sum or through an agreed ratio or profit to be charged over the cost. In this facility, the seller is Petronesa. It sells Crude Palm Oil "CPO" to the customer through the Service Provider (Wakeel).



3. What does this facility offer?

- Amount of Selling Price : RM
- Installment Period :
- Profit rate :
- Monthly payment : RM



PETRONESA SDN BHD (140308H) (Subsidiary of Yayasan Sarawak)
 2ND FLOOR, NO. 192 & 192A, AL-IDRUS COMMERCIAL CENTRE, JALAN SATOK, 93400 KUCHING, SARAWAK
 P.O. BOX 1576, 93732 KUCHING, SARAWAK. TELEPHONE: (082) 241566 (3 LINES) FAX: (082) 427106

4. What are my obligations?

Make a monthly payment of RM _____ a month which is done through a salary deduction at the beginning of each month until the end of the abovementioned tenor.

5. What are the fees and charges I have to pay?

Stamp Duties: As per the Stamp Duty Act 1949 (Revised 1989).

Processing Fees: As per illustrated in _____.

6. Who is eligible for this facility?

Available to all confirmed and permanent employees of the State Government and Statutory Bodies of Sarawak and Federal Departments and other approved Federal agencies.

7. What if I fail to fulfil my obligation?

Petronesa will proceed to take necessary action including legal action to recover its debts / costs pertaining to this loan.

8. Do I have an option for early settlement?

The Buyer may only make early settlement of the Purchase Price in whole and not in part. The buyer must give the Seller at least seven (7) working days prior written notice of early settlement. The Seller, at its discretion, may grant a rebate (ibra').

9. What is the security required for taking the facility?

- (i) Letter of confirmation of employment;
- (ii) Salary deduction form;
- (iii) Irrevocable Letter of Authority addressed to the Buyer's employer;
- (iv) Letter of confirmation of application for Murabaha Credit Sale

10. What should I do if there are changes to my contact details?

It is important that you inform us of any changes in your contact details to ensure that all correspondences reach you in timely manner.

11. Where can I get further information?

Additional information on this facility are available at our office :

PETRONESA SDN BHD
 2ND FLOOR, NO. 192 & 192A,
 AL-IDRUS COMMERCIAL CENTRE, JALAN SATOK,
 93400 KUCHING, SARAWAK
 TELEPHONE: (082) 241566 (3 LINES) FAX: (082) 427106



PETRONESA SDN BHD (140306H) (Subsidiary of Yayasan Sarawak)
2ND FLOOR, NO. 192 & 192A, AL-IDRUS COMMERCIAL CENTRE, JALAN SATOK, 93400 KUCHING, SARAWAK
P.O. BOX 1576, 93732 KUCHING, SARAWAK. TELEPHONE: (002) 24 1566 (3 LINES) FAX: (002) 427100

* Those standards comply with AAOIFI standards for Murabaha transaction.

I/We hereby confirm having explained the Product Disclosure Sheet (PDS) to the Customer.

Authorised Personnel

Name:

Date:

Customer

Name :

Date :



MOREWORKS SDN BHD

(968003-M)

A2-3, Block A, Level 2, Plaza Dwitauk, Jalan Sri Permaisuri,
Bandar Sri Permaisuri, 56000 Kuala Lumpur.

SPOT SALE

Product Disclosure Sheet

(Please read this product Disclosure Sheet before you decide to enter The Spot Sale arranged by Moreworks Sdn Bhd. Please also read the general terms and conditions. It is advisable for you to seek clarification on any of the terms and conditions governing the said product).

Cash Sale Agreement

Date:/...../..... (CPO date)

(To be filled by the customer service officer)

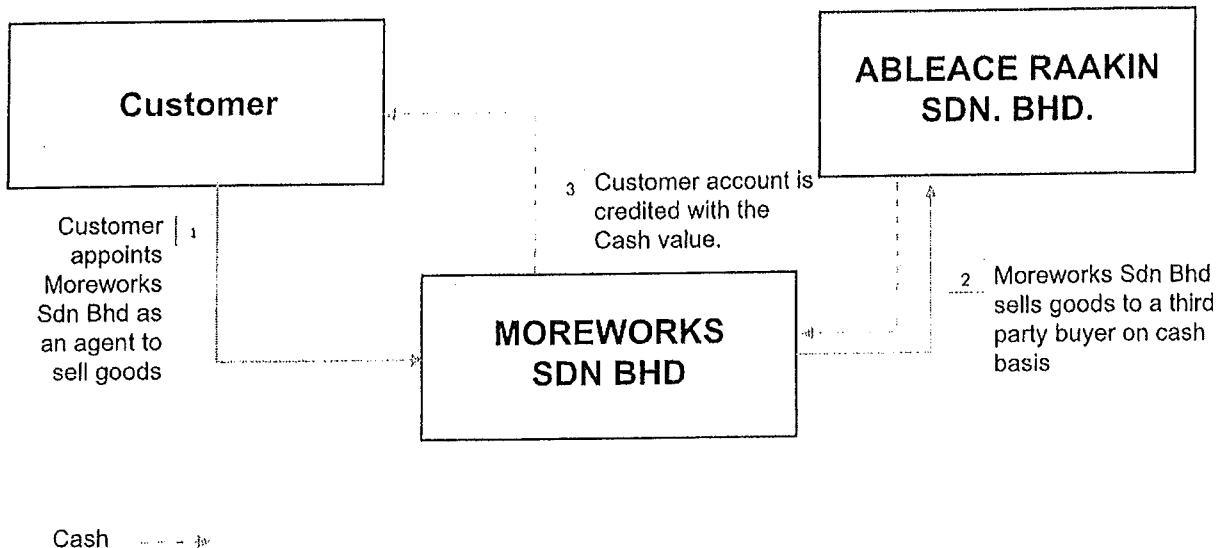
1. What is the nature of this transaction?

The Spot Sale arranged by Moreworks Sdn Bhd is an agreement based on the Shariah concept of Wakalah (agency) and Bai' (Sale). The contract aims to authorize Moreworks Sdn Bhd to act as a Wakeel (agent) on behalf of the customer to sell his/her/their goods on cash basis through a Bai' contract.

2. What is the applicable Shariah concept for this facility?

The Shariah concept applicable to this facility is Wakalah (Agency) and Bai' (Sale). **Wakalah:** is the act of one party delegating the other to act on its behalf in what can be a subject matter of delegation.

Bai' (sale): is a normal sale contract whereby the seller sells a subject matter to another person. In this transaction, the seller intent to sell his/her goods to a third party through an authorised agent (Wakeel).



Customer receives the cash value of goods after a settlement with the parties involved.

3. What does this transaction offer?

Through this transaction, the customer will get the cash value of the goods after appointing Moreworks Sdn Bhd as an agent (Wakeel) to sell it to a third party.

MOREWORKS SDN BHD

(968003-M)

A2-3, Block A, Level 2, Plaza Dwtasik, Jalan Sri Permaisuri,
Bandar Sri Permaisuri, 56000 Kuala Lumpur.

4. What are my obligations?

Sign the agency letter by which appointing Moreworks Sdn Bhd as an agent (Wakel) to sell the goods to a third party.

5. What are the fees and charges I have to pay?

Processing Fees: As per illustrated in _____

6. What should I do if there are changes to my contact details?

It is important that you inform us of any changes in your contact details to ensure that all correspondences reach you in timely manner.

7. Where can I get further information?

Additional information on this facility are available at our office :

MOREWORKS SDN BHD

(968003-M)

A2-3, Block A, Level 2, Plaza Dwtasik, Jalan Sri Permaisuri
Bandar Sri Permaisuri, 56000 Kuala Lumpur.

I/We hereby confirm having explained the Product Disclosure Sheet (PDS) to the customer.

Authorised Personnel

Customer

Name:

Name:

Date:

Date:





PETRONESA SDN BHD (140308H) (Subsidiary of Yayasan Sarawak)
 2ND FLOOR, NO. 192 & 192A, AL-IDRUS COMMERCIAL CENTRE, JALAN SATOK
 93400 KUCHING, SARAWAK P.O. BOX 1670, 93732 KUCHING, SARAWAK
 TELEPHONE: (082) 241600 (3 LINES) FAX: (082) 427100

CONTRACT EXECUTION INSTRUCTION#1

This Contract Execution Instruction is to be executed pursuant to the Restricted Mudaraba Investment Agreement signed between PSB and Kayangan Aspirasi Sejati Sdn Bhd dated 15 / February / 2017.

Petronesa SDN BHD and according to the abovementioned agreement hereby requests the disbursement of: RM only for the Murabah Credit Sale contract with the customer who's details are the following:

Customer (Buyer) Name :
 Delivery Address :
 Reference No. :
 Trade Date :
 Value Date :
 Delivery Date :
 Payment Date :
 Certificate No.: :

Profit Sharing Ratio :% for PSB and% for Investor (Kayangan Aspirasi Sejati Sdn Bhd)

Upon receiving this document, the Investor **Kayangan Aspirasi Sejati Sdn Bhd** shall execute its obligations mentioned in the abovementioned Restricted Mudaraba Investment Agreement on the same day. The Investor shall provide the needed Cash amount to complete the transaction with the Customer including buying the goods on behalf of the customer and then reselling it to a third-party buyer upon customer's request. The cash value of the sale shall be remitted to the Customer using the capital provided by the Investor as per mentioned herein above by settling the accounts (settling off) when instructed by Petronesa through its Service Provider (collaboration partner).

The Goods	Value (RM)

RECOMMENDED BY	VERIFIED BY	APPROVED BY
Name	Name	Name
Service Provider	Officer	GM/Manager
Date	Date	Date





PETRONESA SDN BHD (140308H) (Subsidiary of Yayasan Sarawak)
 2ND FLOOR, NO. 192 & 192A, AL-IDRUS COMMERCIAL CENTRE, JALAN BATOK
 93400 KUCHING, SARAWAK P.O. BOX 1876, 93732 KUCHING, SARAWAK
 TELEPHONE: (082) 241686 (3 LINES) FAX: (082) 427106

CONTRACT EXECUTION INSTRUCTION#2

This Contract Execution Instruction is to be executed pursuant to the Agency and Service Agreement signed between PSB and Kayangan Asprasi Sojati Sdn Bhd ("KAS") dated 15 / February / 2017.

Customer (Buyer) Name :
 Delivery Address :
 Reference No. :
 Cost of Goods :
 Trade Date :
 Value Date :
 Delivery Date :
 Payment Date :
 Certificate No.: :

Upon receiving this document, the Agent KAS or its agent shall execute its obligations mentioned in the abovementioned Agency and Service Agreement (the "Agreement") on the same day, as agent of Petronesa, and shall:

- (a) purchase, on behalf of Petronesa, the goods requested by the Customer under the Murabaha Credit Sale Facility Agreement between Petronesa and the Customer date _____ ("MSCFA");
- (b) deliver the goods on behalf of Petronesa to the Customer after the MSCFA has been executed.

The Goods		Value (RM)
RECOMMENDED BY	VERIFIED BY	APPROVED BY
Name	Name	Name
Agent - KAS	Petronesa Officer	Petronesa GM/Manager
Date	Date	Date
ACCOUNT SETTLEMENT ADVICE		
Murabaha Credit Sale Agreement Signed	DO & Invoice Signed by Customer	
YES / NO	YES / NO	

KAYANGAN ASPIRASI SEJATI SDN BHD

Co.No : 730734-M

5-2, Jalan 109 E, Desa Business Park, Taman Desa, Off Jalan Klang Lama,

58100 ,Kuala Lumpur

Tel No : 03 - 7982 6911

CONTRACT EXECUTION INSTRUCTION #3

This Contract Execution Instruction is to be executed pursuant to the Agency and Services Agreement signed between Kayangan Aspirasi Sejati Sdn Bhd ("KAS") and Moroworks Sdn Bhd ("MW" or the "Agent") dated 15 / Feb / 2017

Customer (Buyer) Name :
Delivery Address :
Reference No. :
Cost of goods :
Trade Date :
Value Date :
Delivery Date :
Payment Date :
Certificate No.:

Upon receiving this document, the Agent, KAS or its agent, shall execute its obligations mentioned in the abovementioned Agency and Services Agreement (the "Agreement") on the same day, as sub-agent of KAS who is acting as agent of Petronesa Sdn Bhd ("Principal") under an Agency and Service Agreement dated 15 Feb 2017 and shall:

- (a) purchase, on behalf of KAS as agent of the Principal, the goods requested by the Customer under the Murabaha Credit Sale Facility Agreement between Petronesa and the Customer dated _____ ("MSCFA"); and
- (b) deliver the goods on behalf of KAS as agent of the Principal, to the Customer after the MSCFA has been executed.

The Goods		Value (RM)	
RECOMMENDED BY		VERIFIED BY	
Name		Name	
Agent - MW		KAS Officer	
Date		Date	
ACCOUNT SETTLEMENT ADVICE			
Murabaha Credit Sale Agreement Signed	DO & Invoice Signed by Customer		
YES / NO	YES / NO		

Tarikh :

PETRONESA SDN BHD
2nd Floor, No. 192 & 192A
Al-Idrus Commercial Centre
Jalan Satok, 93400 Kuching

Tuan

Surat Kuasa Untuk Melanjutkan Tempoh Potongan Gaji
Sekiranya Berlaku Peristiwa-Peristiwa Kelinggaran

Saya merujuk kepada Perjanjian Jualan Kredit yang bernombor _____
dan bertarikh _____ di antara saya dengan **PETRONESA SDN BHD**.

2. Saya bersetuju secara tidak boleh dibatal dan sukarelanya, memberi kuasa kepada pihak tuan untuk melanjutkan tempoh potongan gaji bagi jangkamasa sebagaimana yang sesuai mengikut budi bicara mutlak pihak tuan, sekiranya Harga Belian Produk-produk masih belum diselesaikan pada tarikh akhir potongan gaji yang ditetapkan di dalam borang Angkasa 1/79 dan / atau 2/79, yang mungkin disebabkan oleh kekurangan dan / atau tiada potongan gaji atas sebarang sebab-sebab yang tertentu.

Dengan pertimbangan pihak tuan supaya bersetuju untuk mengambil tindakan atas arahan saya seperti di atas, saya bersetuju dan berjanji secara tidak boleh dibatal, akan mengganti rugi syarikat tuan atas segala kerugian, kerosakan, tuntutan atau perbelanjaan (termasuk tetapi tidak terhad kepada fi guaman antara peguamcara dan anak guaman) dalam sebarang keadaan atau deskripsi yang mungkin wujud, berlaku atau dialami oleh pihak tuan dengan persetujuan untuk bertindak atas permintaan dan arahan saya seperti di atas.

Yang Benar

Disaksi oleh:

(X)

Agent

.....
Nama Pelanggan

.....
Nama Saksi

No. K/P: _____

No. K/P: _____

Tarikh: _____

MOREWORKS SDN BHD

(968003-M)

A2-3, Block A, Level 2, Plaza Dwtaslk, Jalan Sri Permaisuri,
Bandar Sri Permaisuri, 56000 Kuala Lumpur.

PAYMENT INSTRUCTION

This Payment Instruction is issued in relation to Contract Execution Instruction #3 pursuant to the Agency and Services Agreement signed between Kayangan Aspirasi Sejahtera Sdn Bhd ("KAS") and Moreworks Sdn Bhd ("MW" or the "Sub Agent") dated 15 / Feb / 2017 ("Agreement").

Customer (Buyer) Name :
 Delivery Address :
 Reference No. :
 Cost of goods :
 Trade Date :
 Value Date :
 Delivery Date :
 Payment Date :
 Certificate No.: :

No customer signature

1. The Sub Agent hereby confirms that the Sub Agent has on _____ :
 - (a) purchased, on behalf of KAS, who is acting as agent of the Petronesa Sdn Bhd ("Principal"), the goods requested by the Customer under the Murabaha Credit Sale Facility Agreement between the Principal and the Customer dated _____ ("MSCFA") at the cost of goods as set out above; and
 - (b) constructively delivered the goods on behalf of KAS, who is acting as agent of the Principal, to the Customer after the MSCFA has been executed.

2. In relation to the cost of goods amounting to _____, which the Sub Agent has paid in advance and which is due and owing from KAS to us, please pay the said sum in the following manner:
 - (a) RM _____ to our Moreworks Sdn Bhd (968003-M)
 - (b) RM _____ to [insert name of customer and NRIC No.] ("Authorised Payee #1") in the form of a cheque in favor of the Authorised Payee 1/ by way of telegraphic transfer to the Authorised Payee #1's [insert name of bank (e.g. CIMB Bank, Maybank)] bank account no. _____; and
 - (c) RM _____ to Petronesa Sdn Bhd ("Authorised Payee 2") by way of telegraphic transfer to Authorised Payee #2's [insert name of bank (e.g. CIMB Bank, Maybank)] bank account no. _____.
 - (d) RM _____ to Moreworks Sdn Bhd being the service render on behalf of Customer (Settlement Fee)

MOREWORKS SDN BHD

(908003-M)

A2-3, Block A, Level 2, Plaza Dwtasak, Jalan Sri Permaisuri,
Bandar Sri Permaisuri, 56000 Kuala Lumpur.

3. The Sub Agent agrees and confirms that KAS shall have the right to set-off any payment to the Sub Agent herein against any liabilities of the Sub Agent to KAS whether such liabilities are in respect of any moneys payable under the Agreement or otherwise.

ISSUED BY	RECEIVED BY
Name	Name
Agent - MW	KAS Officer
Date	Date