**MURABAHAH TRUST RECEIPT-i**

Date:    - -

The Manager,

**Alliance Islamic Bank Berhad** (200701018870) 776882-V

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| --- |
| (branch address)  |
|       |
|       |

Dear Sir/Madam,

In consideration of your having this day handed over to us Shipping Documents for goods as follows :-

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| --- | --- | --- | --- | --- |
| B/L No | Marks & Numbers | Number Of Packages | Description | Steamer |
|       |       |       |       |       |

hypothecated to you as collateral security for the due payment of the supplier’s draft(s) drawn under your LC No.

\_\_ \_\_ for\_\_\_ \_\_ in favour of \_\_ \_\_.

WE HEREBY UNDERTAKE AND AGREE as follows:

1. to purchase the said goods from you at the agreed selling price stated below (‘Sale Price’) on deferred payment terms or upon maturity of the Murabahah Trust Receipt-i.
2. to land, store, hold and deliver to purchasers the said goods and receive their proceeds. In the event of the said goods or any portion thereof being sold and cleared before full and complete payment of the said draft or drafts, we hereby pledge the proceeds of such sales as shall be received and retained by us but payable to you immediately toward the payment of the Sale Price and that they shall be kept separate and apart from our other monies and to pay you the proceeds of such sale as soon as the goods are realised as and when received by us, in order that the same may be applied to or towards payment of the Sale Price. We at the same time furnishing to you all necessary particulars to enable you to apply the same towards payment of the Sale Price.
3. that prior to the sale by you of the said goods to us, you remain the Owner of the goods and we hereby undertake to act as your Agent(s) for the purchase of the said goods. Upon the sale by you of the said goods to us, the goods are hypothecated to you as collateral security and that they shall be opened to inspection at all times by you or your duly accredited representative and you are at liberty at our expenses if you so think fit be in possession of them without any reference to or consent obtained from us and to remove same or any part of them from the place where they have been stored to any place you may choose and place the same under the care of any one you may select and to dispose of them by sale or otherwise if so required.
4. to keep the goods referred to fully insured against all risks and to hand over to you the amount of any claims on the underwriters; the policies of takaful/insurance being in the meantime held by us as Trustee(s) for and on behalf of you.
5. not to charge or purport to charge the 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 to and are hereby authorised by us to debit our account(s) with you for the amount of the Murabahah Trust Receipt-i, the particulars of which are as stated below together with other relevant bank charges on maturity.
7. not to sell the goods or any part thereof on credit unless with your prior consent in writing.
8. that no failure on your part to take advantage of any current failure or omission on our part to carry out fully any of the provisions of this or any similar receipt or agreement or of the agreement under which you issued the Documentary Credit under which the said goods were purchased, shall be deemed to be a waiver by you of your rights or remedies under either or any of the said papers, unless the said waiver shall be in writing endorsed hereon and signed by you or your duly authorised agent.

Yours faithfully,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorised Signatory(ies) & Company Stamp)

Particulars of Murabahah Trust Receipt-i

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| --- | --- | --- |
| **Bank No.**  | **Amount**  |  |
| Ref No.:      LC No.:      MTR No.:       | Supplier’s Draft:      Forex Rate:      RM Equivalent:       | Bank’s selling price RM      Accepted on:      Due date:       |