

Company No.

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COMPANIES ACT 2016
Sections 352(1), 354 & 356(1)
STATEMENT OF PARTICULARS TO BE LODGED WITH CHARGE
[Name of Company]

To the Registrar of Companies,

1. Charge is created by : [name of company] (“the Company”)
2. *Charge was created on (1) :
*Property which is subject to a charge was acquired on (1)
3. The charge is *fixed/*floating/*fixed and floating :
4. The description of the instrument(s) creating or evidencing the charge : Deed of Assignment (“the Assignment”).
5. Describe briefly the nature of liability (present or prospective) secured by the charge : The liability (whether present or prospective) secured by the charge is the aggregate of all monies whether principal, interest, capitalised interest, commission, fees, costs or charges outstanding or payable or agreed to be payable by the Company and/or the Borrower to **UNITED OVERSEAS BANK (MALAYSIA) BHD** (Company No. 199301017069 (271809-K)) (“the Bank”) from time to time whether present or future, actual or contingent, alone or jointly with any other person and in whatever style or name, and whether as principal or surety (collectively “the Indebtedness”).

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6. The liability secured is for the benefit of the company or for another party (name and address of another party) : [name of company] ("the Borrower")
7. The creation of subsequent charges *is/* is not restricted or prohibited
8. A short description of the property affected : a) All the Company's rights, title, interests and entitlements to the proceeds of sale ("Sale Proceeds") and other monies under the sale and purchase agreements ("SPA") entered into between the Company and the purchasers of units ("End-Purchasers") in the proposed development comprising
- currently provided in the Development Order (subject to such changes as the Company may require and may be approved by the relevant authority) ("Project") proposed to be developed by the Company on the lands ("Lands") held under the title below and all buildings and structures erected and to be erected thereon:-
- b) All the Sale Proceeds and other monies now or hereafter paid and payable to the Company under the SPA and/or deposited into the account ("Project Account") and all the Assignor's rights in and entitlement to the Project Account and all credit balances in the Project Account.
9. The name and address of the chargee : **UNITED OVERSEAS BANK (MALAYSIA) BHD.** (Company No. 199301017069 (271809-K)) of

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- 10 Important covenants or terms and conditions of the instrument of charge :
- (i) Receipt by the Bank of monies payable and paid pursuant to the SPA shall be a good and valid discharge to the End-Purchasers for the monies so paid under and pursuant to the SPA.
 - (ii) The Company agrees that it will at all times during the continuance of the security created by the Assignment and so long as there remains any sum outstanding and unpaid under the Indebtedness:-
 - (a) to observe and perform the Company's obligations and covenants under the SPA and ensure that all Sale Proceeds are and will be paid and/or remitted by the End-Purchasers to (as applicable) the Project Account and/or the Bank;
 - (b) to utilize the sums in the Project Account solely and strictly in accordance with the terms and conditions stipulated by the Bank and all relevant laws, rules and regulations governing the same and shall not utilize such sum or any part thereof for any other purpose; and
 - (c) to hold all Sale Proceeds paid and/or deposited by the End-Purchasers with the Company, whether in the Project Account or otherwise in trust for the Bank and to deal with the same strictly in accordance with the instructions of the Bank.
 - (iii) For other salient covenants or terms and conditions, please refer to the Assignment.
- 11 The instrument of charge or a copy thereof is kept at the registered office of the company and is open to the inspection of any creditor or member of the company for a fee of RM5.00 or of any other person on the payment of a fee of RM10.00.

Dated this.....day of.....20.....

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*Director/*Secretary/*Agent in Malaysia

Name:

NRIC No.:

** Strike out whichever is inapplicable.*

Note:

(1) Insert the date of creation of the charge or date of acquisition of the property subject to a charge

Attention:

It is an offence under section 591 of the Companies Act 2016 to make or authorize the making of a statement that a person knows is false or misleading and that person may be liable, upon conviction, to imprisonment for a term not exceeding ten years or to a fine not exceeding RM3million or to both.

LODGER INFORMATION

Name :

NRIC No. :

Address :

Phone No. :

Email :