



POWER OF ATTORNEY

TO

**UNITED OVERSEAS BANK (MALAYSIA) BHD.
(Company No. 199301017069 (271809-K))**

BY

PA – Extension of Lease

POWER OF ATTORNEY

A POWER OF ATTORNEY given this _____ day of _____, 20____
by _____

*a company incorporated in _____ and having its registered office
at _____

(hereinafter referred to as “the Donor” which expression shall include its successors-in-title heirs and legal representatives, where applicable).

WHEREAS:-

- A. The Donor is the owner of the property identified as _____

 (“the said Property”)
- B. The leasehold tenure of the said Property is due to expire on _____ .
- C. By a Facility Letter dated _____ between **UNITED OVERSEAS BANK (MALAYSIA) BHD.** (Company No. 199301017069 (271809-K)) (hereinafter referred to as “the Lender” which expression shall include its successors-in-title and assign) of the one part and _____ (“Borrower”) of the other part (“Facility Letter”), the Lender has agreed to grant the Borrower banking facilities upon the terms and conditions set out in the Facility Letter .
- D. It is a term of the Letter of Offer that the Donor grants an irrevocable power of attorney to the Lender upon the terms and conditions hereinafter set out.
- E. Words importing the singular number include the plural number and vice versa. Words importing the masculine gender include feminine and neuter genders and vice versa.

NOW THIS INSTRUMENT WITNESSETH that in consideration of the premises, the Donor hereby irrevocably appoints the Lender or the Manager or Acting Manager or any authorised officer of the Lender for the time being and from time to time the attorney of the Donor and in the Donor’s name or in the name of the attorney or otherwise and on the Donor’s behalf to do and execute all or any of the following acts, deeds and things as fully and effectually as the Donor could do itself/himself:-

- 1. To apply to the relevant authorities for the extension of the leasehold tenure of the said Property by such number of years at any time as the attorney shall deem fit and necessary;
- 2. To appoint, nominate, dismiss or terminate such lawyer, surveyor, advisor or such other consultant professional or persons and upon such terms and conditions as the Lender shall in its absolute discretion deem fit and consider appropriate;

3. To do all such acts, matters and things in connection with the application for extension of the leasehold tenure of the said Property including the payment of the premium, survey, quit rent or administrative charges and all other official charges as may be required;
4. To surrender the original issue document of title to the said Property when so required by the appropriate authority and to collect the new or replacement title upon issuance thereof;
5. To do all things necessary in all the dealings with the relevant land offices and/or registry and/or any other government authorities concerning all rights and interest arising out of the extension of the leasehold tenure of the said Property;
6. To agree to the terms and conditions for extension of the leasehold tenure of the said Property and any amendment or variation of such terms and conditions;
7. To commence and prosecute or appear in and defend all suits, actions and proceedings in connection with the extension of the leasehold tenure of the said Property;
8. To issue, sign, indorse, execute and deliver all receipts, cheques, applications, forms, letters, memoranda, releases, discharges, reassignments, reconveyances, or other deeds or documents whatsoever which is deemed necessary or expedient by the attorney;
9. To do all such acts and things and make, execute and sign all such documents and applications as may be necessary or expedient to any relevant authority, corporation, registered company, government or other body politic or person for such approvals and consents, if any, as may be required or deemed expedient by the attorney for the extension of the leasehold tenure of the said Property;
10. To pay all costs and other expenses that may be payable or incurred in respect of or in relation to the extension of the leasehold tenure of the said Property;
11. To do all such other acts and things as the Lender may consider necessary or desirable for the extension of the leasehold tenure of the said Property;
12. To disclose to any person or party who may be concerned with the exercise of the powers hereby conferred, the terms of this instrument and such other documents or information as may be related thereto or to the exercise of the powers hereunder;
13. To do and perform all whatsoever acts matter and things necessary or expedient for the registration of this instrument as fully and effectually as the Donor could do itself/himself as if the Donor was personally present with power of such attorney to substitute and appoint one or more attorneys under them for all or any of the purposes aforesaid as it/he/they shall think fit.

AND the Donor hereby declares that all and every receipt, deed, agreement, transfer, instrument, document or thing given, made, executed or done by the Lender or any person authorized by the Lender for the aforesaid purposes shall be as good, valid and effectual for all intents and purposes as if the same had been given, made, executed or done by the Donor personally;

AND the Donor also agrees and undertakes at all times hereafter to ratify and confirm whatsoever the attorney or their attorney or attorneys shall lawfully do or cause to be done by virtue of the power given by this Power of Attorney;

AND the Donor further agrees and undertakes at all times hereafter to indemnify and keep the attorney or their attorney or attorneys indemnified against all actions proceedings costs expenses claims and demands which may be taken incurred or suffered by the attorney or their attorney or attorneys arising from the execution of or exercise of any power granted by this Power of Attorney or from anything done or caused to be done by the attorney or their attorney or attorneys by virtue of the power given by this Power of Attorney;

AND the Donor further declares that the attorney or their attorney or attorneys shall not be held responsible or liable to the Donor for any loss or damage howsoever and whatsoever arising as a result of any act or omission of the attorney or their attorney or attorneys in the execution of or exercise of any power granted by this Power of Attorney or arising from anything done or caused to be done by the attorney or their attorney or attorneys by virtue of the power given by this Power of Attorney;

AND the Donor hereby agree to bear all cost and expenses, including the Lender's solicitors fees (on a full indemnity basis), in connection with the preparation, execution, stamping and registration of this Power of Attorney and in relation to the Lender exercising the rights granted to the Lender pursuant to this Power of Attorney;

AND the Donor hereby declares that the powers and authority hereby conferred are given for valuable consideration and shall remain irrevocable until the all sums outstanding under the banking facilities granted pursuant to the Facility Letter have been fully discharged and repaid to the Lender.

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IN WITNESS WHEREOF the Donor has hereto affixed its Common Seal.

The Common Seal of)
)
)
was hereto affixed in the)
presence of:-)

.....
Director

.....
Director/Secretary

CERTIFICATE OF AUTHENTICATION

I, _____ an advocate and
solicitor of the High Court of *Malaya/Borneo practising at
hereby certify that on this
_____ day of _____, 20 _____ the Common Seal of

_____ was duly affixed to the within written instrument in my presence in accordance with the regulation of the said Company.

Dated this _____ day of _____, 20 _____

Witness my hand,

Advocate & Solicitor

**Delete wherever inappropriate
@To delete this page if Donor is an individual*

IN WITNESS WHEREOF the Donor has hereto set his/their hands.

SIGNED SEALED AND)
DELIVERED by the Donor)
in the presence of:-)

CERTIFICATE OF AUTHENTICATION

I, _____ an advocate and
solicitor of the High Court of *Malaya/Borneo practising at

hereby certify that the signature(s) of the donor(s) abovenamed was/were written in my
presence on this _____ day of _____, 20____ and is, to my own
personal knowledge the true signature(s) of

who has/have acknowledged to me that he/they is/are of full age and that he/they
has/have voluntarily executed this instrument.

Dated this _____ day of _____, 20____

Witness my hand,

Advocate & Solicitor

* *Delete wherever inappropriate*
@ *To delete this page if Donor is a company*