



**POWER OF ATTORNEY**

**TO**

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

**BY**

## POWER OF ATTORNEY

**A POWER OF ATTORNEY** given this \_\_\_\_\_ day of \_\_\_\_\_  
by:-

Name :

NRIC/\*Company No :

Address :

(“the **Assignor**” which expression shall include its successor-in-title heirs and legal representatives, where applicable).

### **WHEREAS:**

- A. This Power of Attorney is made pursuant to a Deed of Assignment (“the Assignment”) of even date made between inter alia, the Assignor and **UNITED OVERSEAS BANK (MALAYSIA) BHD.** (Company Number: 199301017069) (271809 K) (“the **Bank**” which expression shall include its successor-in-title and assign) wherein the Assignor assigned absolutely to the Bank the following (collectively “the **Assigned Properties**”):-
- (i) all of the Assignor’s benefits, rights, title, and interest in, to and under the Sale Agreement and the property specified and defined in the Assignment (“the **Property**”), together with the Assignor’s right of enforcement, upon the terms and conditions in the Assignment; and
  - (ii) all the present and future rent, license fees, rights and benefits accruing to the Assignor under any lease, tenancy, grant or license in respect of the Property upon the terms and conditions in the Assignment
- B. Expressions used in this Power of Attorney and not otherwise defined herein shall have the same meaning as provided in the Assignment. Words importing the singular number include the plural number and vice versa. Words importing the masculine gender include the feminine and neuter genders and vice versa.

**NOW THIS INSTRUMENT WITNESSETH** that in consideration of the premises the Assignor hereby irrevocably appoints the directors, managers or acting managers or any authorised officer or attorneys of the Bank for the time being and from time to time as the attorney of the Assignor and in the Assignor’s name or otherwise and on the Assignor’s behalf to deal with the Assigned Properties in any manner whatsoever and to do all things as fully and effectually as the Assignor could do himself including without limiting the generality of the foregoing, the following:-

1. To enforce all rights and remedies under the Sale Agreement.
2. To collect from any lessee, tenant or licensee or other person in possession of the Assigned Properties or any part thereof all rent and other monies now or hereafter payable in respect of the Assigned Properties or any part thereof by such person to the Assignor and to give a good receipt for the rent or other monies received.

3. In the event of non-payment of rent or any part thereof, to enter into possession of the Assigned Properties and distrain for all arrears of rent now or hereafter due to the Assignor and to receive monies recoverable on such distress action and to give good and sufficient receipts for the same.
4. To assign, sell, let, lease or demise the Assigned Properties or any part thereof and to do all whatsoever act and execute all whatsoever documents to give effect to such assignment, sale, letting or lease or demise or which the Bank may deem necessary on any sale by the Bank of the Assignor's rights, title and interest in, to and under the Sale Agreement and the Property comprised thereunder the Sale Agreement pursuant to and under the power of sale conferred by the Assignment and to give a good receipt for the purchase monies received.
5. To take and accept delivery of a transfer of the Assigned Properties, including to take and accept delivery of the separate issue document of title or strata title or such other relevant documents (as applicable) to the Assigned Properties from the Developer or Landowner, as the case may be, or any other party in favour of the Assignor or the Bank or the Bank's nominee (the "**said transfer**"), as the case may be, on or subject to such terms and conditions as the Bank may agree and to execute or create such legal charge(s) over the Assigned Properties in favour of the Bank (the "**said charge**") and for the aforesaid purposes, to deliver, execute and/or apply to such authorities for any consent, approval and otherwise to perfect the said transfer and the legal charge(s).
6. 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 Assignor could do himself if the Assignor 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 they shall think fit.

The Assignor 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 in and concerning the Assigned Properties by virtue of the power given by this Power of Attorney.

AND the Assignor hereby declares that the power and authority hereby conferred are given for valuable consideration and shall remain irrevocable for a period expiring only on the registration of the said transfer and the said charge and any other instruments with the appropriate authority.

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\* Delete wherever inappropriate

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

SIGNED by )  
the said Assignor )  
in the presence of : )

**CERTIFICATE OF AUTHENTICATION**

I, \_\_\_\_\_ an Advocate and Solicitor of the  
High Court of \*Malaya/Borneo practicing at \_\_\_\_\_  
hereby certify that the signature(s) of the donor(s) abovenamed was/were written in my  
presence on this \_\_\_\_\_ day of \_\_\_\_\_ 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 \_\_\_\_\_

Witness my hand,

Advocate & Solicitor

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

**IN WITNESS WHEREOF** the Assignor has hereto affixed its Common Seal.

\*The Assignor's common seal )  
was affixed to this document )  
in the presence of: )

.....  
Director

.....  
Director/Secretary

**CERTIFICATE OF AUTHENTICATION**

I, \_\_\_\_\_ an Advocate and Solicitor of the  
High Court of \*Malaya/Borneo practicing at \_\_\_\_\_  
hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_ the Common Seal of

\_\_\_\_\_ was duly affixed to this written instrument in my presence in accordance with the regulations of the said company.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Witness my hand,

Advocate & Solicitor

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