

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 : The charge is fixed.
4. The description of the instrument(s) creating or evidencing the charge : Deed of Assignment of Contract Proceeds ("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 all monies obligations and liabilities whether actual or contingent now or hereafter due and/or owing to **UNITED OVERSEAS BANK (MALAYSIA) BHD.** (Company No. 199301017069 (271809-K)) ("the Bank") by the Company and/or the Borrower (as defined in paragraph 6 below) whether alone or jointly with any other person and whether on any banking or other account or otherwise in any manner whatsoever style name or form and whether as principal or surety) together with interest to date of full payment, commission, fees, charges, legal fees (including legal fees and expenses of the Bank's solicitors), and all other costs, charges and expenses which may be incurred by the Bank.

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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) : The liability secured is for the benefit of ("the Borrower")
7. The creation of subsequent charges : The creation of the subsequent charges is restricted or prohibited.
is/ is not restricted or prohibited
8. A short description of the property affected : The aggregate of the following:-
- (i) the full and entire of the Company's present and future benefits, rights, title and interest in, to and under the Contracts and any and all contract sums, advance payments, fees, charges, rentals, license fees and any other proceeds of any other payments (collectively "Contract Proceeds") which may at any time and from time to time be received by or payable to the Company from the Paying Parties under or in connection with or arising out of any and all of the Contracts, whether on account of any claims, awards and judgments made or given under or in connection with the Contracts or any one of them or otherwise howsoever; and
 - (ii) all monies from time to time standing to the credit of each and every one of the Proceeds Accounts (defined in the Assignment) .

"Contracts" means

***[For specific contract(s)]**

The contract constituted by:-

- *(a) the letter of dated the day of , 20 vide Reference No: issued by the Paying Party and accepted by the Company, including all appendices and attachments thereto and all other documents and correspondence incorporated by reference therein and the formal contract agreement relating thereto to be executed between the Paying Party and the Company subsequent thereto in respect of [to specify the works];
- *(b) The contract dated the day of 20 vide *contract/agreement No: made between the Paying Party and the Company, including all appendices and attachments thereto and all other documents and

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correspondence incorporated by reference therein in respect of *[to specify the works]*;

- *(c) the tenancy/lease/license agreement dated the day of ,20 made between the Company and the Paying Party in respect of *[to specify the property]*.

***@ [For blanket assignment]**

Such contract or contracts now or from time to time hereafter in respect of such works and/or projects now or from time to time hereafter acceptable to the Bank and/or the tenancy, lease and/or license of such premises or property as is/are owned or belong to the Company:-

- (i) awarded by the respective Paying Party to the Company and acceptable to the Bank, including the letters of award/acceptance constituting such contracts together with including all appendices and attachments thereto and all other documents and correspondence incorporated by reference therein and including the formal contract agreements relating thereto to be executed by the respective Paying Party and the Company subsequent thereto; or
- (ii) executed and to be executed between the Company and the respective Paying Party

including all amendments and supplements that may be agreed upon or entered into between the parties thereto from time to time.

** Delete wherever inappropriate*

(a) Applicable if the formal contract agreement has not been executed

(b) Applicable if the formal contract agreement has been executed

@Applicable to a blanket assignment

"Paying Parties" means:-

****[specify the relevant party]***

*such Government Departments or Ministries, statutory bodies or such other established and reputable companies or corporations now or from time to time hereafter acceptable to the Bank;

who has/have at any time or from time to time awarded or accepted or will be awarding or accepting the

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Company's tender submitted or to be submitted for or in respect of the Subject Matters and/or accepted from the Company a tenancy or a lease or license of a property under or pursuant to the Contracts and include their respective successors-in-title, permitted assigns and persons deriving title thereunder.

**to delete if not applicable*

9. The name and address of the chargee : The name and address of the chargee is **UNITED OVERSEAS BANK (MALAYSIA) BHD.** (Company No. 199301017069 (271809-K))
10. Important covenants or terms and conditions of the instrument of charge :
- (a) The Company is to pay on demand to the Bank the Indebtedness together with interest accruing on the principal, commission, discount and other banking charges and all costs, charges and other expenses which the Bank may charge in respect of any of the matters aforesaid or which the Bank may pay or incur in registering the Assignment and all other payments and sums on a full indemnity basis.
 - (b) The Bank may from time to time advance to the Borrower without any reference to the Company such further sum or sums of money beyond the limit approved by the Bank as the Bank may deem fit and such further sum or sums so advanced shall form part of the indebtedness and secured by the Assignment.
 - (c) The security under the Assignment is a continuing security for all monies whatsoever then or thereafter from time to time owing to the Bank by the Borrower and/or the Company whether alone or jointly and severally with another or others and whether as principal or surety notwithstanding that the Borrower and/or the Company may at any time or times cease to be indebted to the Bank for any period or periods and notwithstanding any change by amalgamation consolidation or otherwise which may be made in the constitution of the company by which the business of the Borrower and/or the Company is for the time being carried on and etc.
 - (d) The Bank may at any time without notice after the occurrence of an event of default or made a demand notwithstanding any settlement of account or other matter whatsoever combine or consolidate all or any of the then existing accounts of the Borrower and/or the Company and set-off or transfer any sum standing to the credit of any one

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or more such accounts in or towards satisfaction of any of the indebtedness the Bank. The Bank is entitled to set-off and transfer any sum standing to the credit of any account or accounts of the Borrower and/or the Company towards satisfaction of any contingent liabilities.

(e) So long as the banking facilities or any part thereof remain available to the Borrower and/or the Company or the Indebtedness or any part thereof remains unpaid or owing to the Bank by the Borrower and/or the Company, whether alone or jointly and severally with another or others and whether as principal or surety, the Company shall:-

(i) sign, do and execute or cause to be signed, done or executed all documents, acts and things as the Bank may require for assuring and/or vesting full legal title of the Contract Proceeds in favour of the Bank; and

(ii) ensure that each Paying Parties continue in all other aspects (other than the payment of the Contract Proceeds, which shall be remitted to the designated accounts directly) to give or receive instructions to or from the Company.

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

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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 :