

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 : Memorandum of Legal Charge / Assignment Over Designated Accounts and/or Deposits ("the Charge").
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 moneys, obligations and liabilities in any currency whatsoever, whether actual or dependent on some event, now or at any time in the future, which are due and/or owing to **UNITED OVERSEAS BANK (MALAYSIA) BHD.** (Company No. 199301017069 (271809-K)) ("the Bank") by the Borrower and/or the Company whether singly or jointly or jointly and severally with any other person and in whatever style, name or form and whether as principal or surety, together with interest (both before and after any demand or judgment and regardless whether the banker-customer relationship between the Bank and the

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Borrower and/or the Company has ceased or been terminated) up to the date of payment at such rates and compounded at such periodical rests as the Bank may specify from time to time, commissions, fees and other charges and all legal and other costs charges and expenses incurred by the Bank in relation to the Borrower and/or the Company on a full indemnity basis ("the Liabilities").

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 : <sup>1</sup>[The following monies:-
- (a) the total of all moneys, in whatsoever currency, now or at any time after the date of the Charge which are held in or earned on any of the Company's fixed deposit accounts whatsoever with the Bank in Malaysia or elsewhere whether singly or jointly or jointly and severally with any other person (including accounts opened in the name of the Bank ("the Deposits"); and
  - (b) all moneys in whatsoever currency, now or at any time after the date of the Charge standing to the credit of the Designated Accounts and where applicable, all interest accruing and/or paid thereon ("the Credit Balances")

"Designated Accounts" means such account or accounts stated below opened and/or to be opened and maintain by the Company with the Bank in Malaysia or elsewhere whether singly or jointly or jointly and severally with any other person (including accounts opened in the Bank's name) which shall include any other account or accounts opened in addition to or in substitution of the existing account or accounts subject to the Bank's approval and "Designated Accounts" shall include any one or more accounts The accounts as at the date of the Charge are:-

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<sup>1</sup> Please adopt this if the Bank's securities includes FD and CASA / proceeds accounts / DSRA / Project Account.

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- (a) the proceeds account into which the following are to be deposited:-
  - (i) all proceeds arising from\*
  - (ii) any dividends and other monies arising from\*
  - (iii)
- (b) the debt service reserve account no:\*
- (c) the project account no:-\*
- (d) \*]

<sup>2</sup>[The total of all moneys, in whatsoever currency, now or at any time after the date of the Charge which are held in or earned on any of the Company's fixed deposit accounts whatsoever with the Bank in Malaysia or elsewhere whether singly or jointly or jointly and severally with any other person (including accounts opened in the name of the Bank ("the Deposits").]

<sup>3</sup>[All moneys in whatsoever currency, now or at any time after the date of the Charge standing to the credit of the Designated Accounts and where applicable, all interest accruing and/or paid thereon ("the Credit Balances")

"Designated Accounts" means such account or accounts stated below opened and/or to be opened and maintain by the Company with the Bank in Malaysia or elsewhere whether singly or jointly or jointly and severally with any other person (including accounts opened in the Bank's name) which shall include any other account or accounts opened in addition to or in substitution of the existing account or accounts subject to the Bank's approval and "Designated Accounts" shall include any one or more accounts The accounts as at the date of the Charge are:-

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<sup>2</sup> Please adopt this if the Bank's security is FD only.

<sup>3</sup> Please adopt this if the Bank's security is CASA / proceeds accounts / DSRA / Project Account and FD is not one of the Bank's securities.

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- (a) the proceeds account into which the following are to be deposited:-
  - (i) all proceeds arising from\*
  - (ii) any dividends and other monies arising from\*
  - (iii)
- (b) the debt service reserve account no:\*
- (c) the project account no:-\*
- (d) \*]

9. The name and address of the chargee : **UNITED OVERSEAS BANK (MALAYSIA) BHD.**  
(Company No. 199301017069 (271809-K)) of

10. Important covenants or terms and conditions of the instrument of charge : A. No withdrawal

Until all the Liabilities have been unconditionally and irrevocably paid and discharged in full and the banking facilities are no longer available for the Company's or the Borrower's use, the Company agrees that the Company shall not be entitled to withdraw or use any of the Credit Balance and/or the Deposits, including interest earned or to be earned on the Deposits and no part of the Credit Balance and/or Deposits, including interest earned shall be repayable to the Company or withdrawn or used by the Company in any manner except expressly permitted or authorised by the Bank or with the Bank's prior written consent which the Bank may withhold or grant conditionally or unconditionally at the Bank's absolute discretion.

B. No further dealings

The Company:-

- (a) will not assign, transfer, mortgage, charge, encumber or attempt to assign, transfer, mortgage, charge or encumber or in any other way deal with the Designated Accounts, the Credit

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Balance and/or the Deposits and/or the Company's rights, title or interest in the Designated Accounts or the Credit Balance or the Deposits unless it is in the Bank's favour and if it is in favour of another party, the Company have the Bank's prior written consent which the Bank may withhold or grant conditionally or unconditionally at the Bank's absolute discretion;

- (b) agree that any assignment, transfer, encumbrance or other dealing in respect of the Designated Accounts, the Credit Balance, the Deposits or the Company's rights, title or interest in the Designated Accounts, the Credit Balance or the Deposits will be void and of no effect; the Company similarly agree that any attempt to assign, transfer, mortgage, charge, encumber or in any other way deal with the Designated Accounts, the Credit Balance or the Deposits or the Company's rights, title or interest in the Designated Accounts, the Credit Balance or the Deposits will be void and of no effect.

C. Liens and other securities not affected

The Charge:

- (a) is in addition to;
- (b) will not merge with; and/or
- (c) will not in any way affect;

any other right, remedy, guarantee, indemnity or any other form of security whatsoever which the Bank may hold or call upon now or at any time after this in respect of the Liabilities.

- D. For other salient covenants or terms and conditions, please refer to the Charge.

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- 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.....

.....  
\*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 :