



MADE IN FAVOUR OF

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

**BY THE ASSIGNOR NAMED HEREIN
(Assignor)**

**POWER OF ATTORNEY
(DEED OF ASSIGNMENT)**

POWER OF ATTORNEY

A POWER OF ATTORNEY given this _____ day of _____
by _____

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

(“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 the Assignor of the one part and **UNITED OVERSEAS BANK (MALAYSIA) BHD.** (Company No.: 271809-K) (“the **Bank**” which expression shall include its successor-in-title and assign) of the other part wherein the Assignor assigned absolutely to the Bank all its rights, title, benefits and interest in and to and under the Sale Agreement in respect of the property specified in the Assignment (“the **Property**”).
- B. Expressions used in this Power of Attorney and not otherwise defined shall bear the same meaning as in the Assignment. 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 POWER OF ATTORNEY WITNESSETH that in consideration of the premises, the Assignor hereby irrevocably appoints the Manager or any authorised officer 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 and on the Assignor’s behalf or otherwise to deal with the Property 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 Property or any part thereof all rent and other monies now or hereafter payable in respect of the Property 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 Property 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.

* Delete wherever inappropriate

4. To assign, sell, let, lease or demise the Property 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, benefits and interest in and to and under the Sale Agreement and in the Property 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 Property from the Developer or Landowner, as the case may be, 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 take and accept delivery of the separate issue document of title or strata title, as the case may be, to the Property and to deliver, execute, apply to such authorities and otherwise perfect the said transfer and legal charge in favour of the Bank (the "**said charge**").
6. To do and perform all whatsoever acts, matter and things necessary or expedient for the registration of this Power of Attorney 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 shall lawfully do or cause to be done in and concerning the Property by virtue of the power given by this instrument.

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

The Common Seal of)
)
 was hereunto affixed in the)
 presence of:)

Director

Director/Secretary

CERTIFICATE OF AUTHENTICATION

I, _____ an Advocate and
Solicitor of the High Court of *Malaya/Sabah and Sarawak practicing at
hereby certify that on this _____ day of _____ the Common Seal
of _____ was duly affixed to the above 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

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/Sabah and Sarawak 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