

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  
\*fixed/\*floating/\*fixed and floating
  
4. The description of the instrument(s) creating or evidencing the charge : Memorandum of Charge on Securities (“the Charge”) made between the Company and **UNITED OVERSEAS BANK (MALAYSIA) BHD** [Registration No. 199301017069 (271809-K)] (“the Bank”).
  
5. Describe briefly the nature of liability (present or prospective) secured by the charge : Indebtedness means the aggregate of all monies (whether principal, profit, compensation (*Ta'widh*), commission, fees, costs or charges) outstanding or payable or agreed to be payable by the Customer and/or the Company and/or any other security party to the Bank from time to time in respect of the Facilities or any account and includes all liabilities and obligations incurred by the Customer and/or the Company and/or any other Security Party to the Bank whether present or future, actual or contingent, alone or jointly with any other person and in whatever style or name, and whether as principal or surety;

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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) : [name of company\*\*]  
  
("the Customer").
7. The creation of subsequent charges \*is/\*is not restricted or prohibited : Is restricted or prohibited.
8. A short description of the property affected : A. All the Company's present and future Shariah-compliant shares, debentures, certificates of deposit, units in unit trusts and other Shariah-compliant securities of any kind whatsoever, whether marketable or otherwise, together with any additional or substituted securities which are now or may at any time in the future be in the Bank's possession or held in the Bank's name or to the Bank's order or deposited with the Bank or its agents, representatives or correspondents or lodged with the Bank or transferred to the Bank or its nominees by the Company or by others in the Company's name or for the Company's account or at the Company's request or with the Company's consent, whether for safe custody, security or for any specific purpose or generally and whether in Malaysia or elsewhere; and  
  
B. All the Company's present and future scripless Shariah-compliant securities which are now transferred or at any time and from time to time in the future may be transferred to the Bank's pledged securities account or the Bank's nominees to be held for the Bank's benefit as chargee pursuant to Section 40 of the Securities Industry (Central Depositories) Act 1991 (SICDA) or any other laws relating to scripless securities, whether in Malaysia or elsewhere, including other Islamic securities of any kind whatsoever the trading transactions of which are or will be cleared and settled through any book entries or similar system established or to be established for the trading, clearance and/or settlement or scripless securities in Malaysia, including the system set up by Malaysian Central Depository Sdn Bhd and its successors, if any, or elsewhere including all proceeds of sale or other realisation of the same, and all dividends, profit or other distributions which are in the future paid or payable or made in respect of the same and all allotments, accretions, offers, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or

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incidental to the same, and all Shariah-compliant stocks, shares, rights, moneys or properties accruing to them or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise in respect of the same (“the Securities”).

9. The name and address of the chargee : **UNITED OVERSEAS BANK (MALAYSIA) BHD.**  
[Registration No. 199301017069 (271809-K)] of  
[insert address\*\*]

10. Important covenants or terms  
and conditions of the  
instrument of charge :

A. Restricted Dealings

The Company shall not without the Bank's previous consent in writing:

(i) create or purport to create or permit or suffer to subsist any Security Interest (as defined in the Charge) (other than in the Bank's favour) on or over the Securities, any part of the Securities, or any interest in the Securities; or

(ii) sell, transfer or otherwise dispose of the Securities, any part of the Securities, or any interest in the Securities, or attempt or agree to do so;

B. Continuing Security

The Securities is continuing security for the payment or satisfaction of the Indebtedness and is to be in addition to and without prejudice to any other security the Bank may now or hereafter hold for the Indebtedness hereby secured and the security shall not be affected by any intermediate payment or settlement or closure of accounts, or any failure by the Bank to take any security or by any invalidity or release of any security taken or by any existing or future agreement as to the application of any advances made or to be made to the Customer and/or the Company.

C. 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

*\* 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 RM3 million or to both.

**LODGER INFORMATION**

Name : *[insert name of the lodger],*  
NRIC No :  
Address : *[insert address of the legal firm]*  
Phone No :  
Email :