



POWER OF ATTORNEY

TO

**UNITED OVERSEAS BANK (MALAYSIA) BHD.
[Registration No. 199301017069 (271809-K)]**

BY

POWER OF ATTORNEY

A **POWER OF ATTORNEY** given this _____ day of _____, 20____
by _____

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

(hereinafter referred to as “the **Assignor**” which expression shall include its successors-in-title heirs and legal representatives, where applicable).

WHEREAS:-

A. This Power of Attorney is made pursuant to a Deed of Assignment of Contract Proceeds (hereinafter referred to as “the **Assignment**”) made between the Assignor of the one part and **UNITED OVERSEAS BANK (MALAYSIA) BHD.** [Registration No. 199301017069 (271809-K)] (hereinafter referred to as “the **Bank**” which expression shall include its successors-in-title and assign) of the other part wherein the Assignor:-

(i) assigned absolutely to the Bank:-

(a) the full and entire of the Assignor’s present or future benefits rights title and interest in and to and under any and all contract sums, advance payments, fees, charges, rentals, license fees and proceeds of any other payments and/or other payments (hereinafter collectively referred to as “the **Contract Proceeds**”) which may at any time and from time to time be receivable by or payable to the Assignor from or by each and every party(ies) whose name(s) and descriptions are stated in the First Schedule to the Assignment (hereinafter collectively referred to as “the **Paying Parties**”, which expression includes their respective successors-in-title, permitted assigns and persons deriving title thereunder) under or in connection with any and all contract or contracts which is/are more particularly described in the First Schedule to Assignment (hereinafter collectively referred to as “the **Contracts**”, which expression includes all amendments and supplements that may be agreed upon or entered into by the parties thereto from time to time and, such amendments and supplements having first been approved by the Bank at its absolute discretion) for the subject matter under the Contract which includes all those works and/or tenancy, lease or license over the property(ies) which is/are more particularly described in the First Schedule to the Assignment, whether such proceeds and/or other payments are receivable by or payable to the Assignor 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, together with all the Assignor’s present or future powers and remedies for enforcing payment and recovery of the Contract Proceeds; and

* Delete wherever inappropriate

- (b) all the Assignor's present or future powers and remedies for enforcing payment of and recovery of the Contract Proceeds; and
 - (ii) charged by way of a first fixed charge in favour of the Bank, all monies from time to time standing to the credit of each and every one of the account or accounts as prescribed by the Bank and opened and maintained or to be opened and maintained by the Assignor with the Bank (hereinafter collectively referred to as "the **Proceeds Accounts**") into which all the Contract Proceeds payable under or relating to the respective Contracts shall be paid and credited as soon as the same or any part thereof shall be or become payable to the Assignor or received by or on behalf of the Assignor under the terms of the respective Contracts, whether in addition to or by way of renewal, extension or replacement of any monies previously deposited in or credited to all or any of the Proceeds Accounts or otherwise.
- B. Expressions used herein 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 INSTRUMENT WITNESSETH that in consideration of the premises the Assignor hereby irrevocably appoints the Manager or Acting Manager or any authorised officer of the Bank for the time being and from time to time the attorney of the Assignor and in the Assignor's name or in the name of the attorney or otherwise and on the Assignor's behalf to deal with the Contract Proceeds or any benefits rights title and interest therein, thereto and thereunder and/or to sign, do, execute, seal and deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes set out in the Assignment, in any manner whatsoever and to do all things as fully and effectually as the Assignor could do itself/himself including without limiting the generality of the foregoing, the following:-

1. to perform and enforce any or all of the Contracts, whether by the Bank or by such builder(s), architect(s), contractor(s), consultant(s), engineer(s), designer(s), project manager(s), agent(s), workmen, servants and/or any other persons as approved and employed or engaged by the Bank in its absolute discretion;
2. to employ or engage builder(s), architect(s), contractor(s), consultant(s), engineer(s), designer(s), project manager(s), agent(s), workmen, servants and/or any other persons as may be necessary or expedient to carry out and complete the implementation of the Contracts or any part thereof and/or to purchase or otherwise acquire such materials, equipment, machinery, computers, products, tools and/or other things required or to be delivered or used thereunder or for any of the purposes thereof, in each case at such price or consideration and on such terms and conditions to be determined by the Bank in its absolute discretion;
3. to agree to the amendment, variation, termination or repudiation of any or all of the Contracts;

4. to sell, assign, transfer or otherwise dispose of all or any part of the Contract Proceeds and all monies from time to time standing to the credit of each and every one of the Proceeds Accounts (the Contract Proceeds and such monies in the Proceeds Accounts are hereinafter collectively referred to as “the **Secured Property**”) or any gift (*hibah*) and/or profit therein or thereunder in such manner, and at such time(s) at or for such price or consideration (whether payable or deliverable immediately or by instalments) and upon such other terms and conditions as the Bank may at its absolute discretion deems fit;
5. to claim, demand, sue for and receive from the Paying Parties and/or any other person, registered company, corporation, government or other body politic any sum represented by or comprised in any part of the Contract Proceeds and all other sums, rights or property that may become due to the Assignor in respect of any or all of the Contracts as and when the same shall respectively be due or payable or exercisable, and to give a good and sufficient receipt for any such sum received;
6. to enforce and exercise all or any of the covenants, agreements and other rights and remedies in and under any or all of the Contracts, including but without limitation, to commence legal proceedings to recover any sum represented by or comprised in any part of the Contract Proceeds and all other sums, rights or property that may become due to the Assignor in respect of any or all of the Contracts;
7. in all other respects to deal with and enjoy the Secured Property and any of benefits rights title and interest therein and thereto as if it were the unencumbered beneficial owner thereto;
8. to put into force and effect all rights, powers and remedies available to it at law or otherwise as assignee or chargee of the Secured Property or any part thereof or any interest therein or thereunder;
9. for any such purpose to issue, sign, indorse, execute and deliver all receipts, cheques, releases, discharges, reassignments, reconveyances, or other deeds or documents whatsoever that may be necessary or usual in the circumstances;
10. to do all such acts and things and make, execute and sign all such documents and applications as may be necessary or expedient to any relevant authority, corporation, registered company, government or other body politic or person for such approvals and consents, if any, as may be required or deemed expedient by the Bank for perfecting or in enforcing all or any of the Contracts and/or the security created under the Assignment or otherwise;
11. to operate the Proceeds Accounts and withdraw or convert into any currency, any monies from time to time standing to the credit of all or any of the Proceeds Accounts and apply such monies in or towards payment or settlement of any sum in the manner set out in the provisions of the Assignment;
12. to exercise all and any of the rights and powers conferred on the Bank and all actions and things that the Bank may take or do as provided by the provisions of the Assignment and in addition thereto, out of the Contract Proceeds received by the Bank or the Assignor's monies in the respective Proceeds Accounts or in the Bank's hands or under the control of the Bank to pay all costs and other expenses that may lawfully be made upon the Assignor or that

may otherwise be payable or incurred in respect of or in relation to the operation and/or management of the Contracts and/or the enforcement of the Assignment and to give security for the payment of the same;

13. to assent (if it seems to the Bank necessary or desirable) to any arrangement modifying the Assignor's rights, privileges or duties in relation to any part of the Secured Property and to agree to any scheme or arrangement for the increase or reduction of the value or amount of the same and for any such purpose to pay any contribution to incur any other necessary expense in connection with any such scheme or arrangement;
14. to do all such other acts and things as it may consider necessary or desirable for the realisation of the Secured Property or any part thereof or incidental or conducive to any of the matters, powers or authorities conferred on it under or by virtue of the Assignment;
15. generally to exercise all rights and privileges and perform all duties which may now or hereafter appertain the Assignor as beneficial owner in relation to any part of the Secured Property and any of the benefits, rights, title and interest therein and thereto;
16. to disclose to any person or party who may be concerned with the exercise of the powers hereby conferred, including any purchaser or potential purchaser of any part of the Secured Property or any of benefits rights title and interest therein and thereto, the terms of the Assignment and such other documents or information as may be related thereto or to the exercise of the Bank's rights and powers thereunder or to the Secured Property where such disclosure is deemed by the Bank to be necessary for or expedient to the exercise of the power herein contained;
17. to apply any monies and/or other proceeds received or recovered by the Bank under or pursuant to the Assignment (including but not limited to the monies from time to time standing to the credit of each and every one of the Proceeds Accounts) in or towards the satisfaction of the amount hereby secured and all the principal, profit, compensation (*Ta'widh*) and other monies due to the Bank hereunder, the payment of all stamp duties costs expenses dues and fees including solicitor's costs on a solicitor and client basis, and the residue, if any, only shall be payable to the Assignor;
18. to sign, do, negotiate, assign, transfer, execute, seal and deliver, demand, commence legal proceedings and otherwise perfect any deed assurance agreement instrument act and thing which the Bank may require or deem proper for any of the purposes set out in the Assignment or for the purposes of effecting and/or completing anything and/or any transaction mentioned in the foregoing provisions of this Power of Attorney;
19. 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 itself/himself as if the Assignor were 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 it/he/they shall think fit;

AND 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 by virtue of the power given by this Power of Attorney;

AND the Assignor further agrees and undertakes at all times hereafter to indemnify and keep the attorney or their attorney or attorneys indemnified against all actions, proceedings, costs, expenses, claims and demands which may be taken, incurred or suffered by the attorney or their attorney or attorneys arising from the execution of or exercise of any power granted by this Power of Attorney or from anything done or caused to be done by the attorney or their attorney or attorneys by virtue of the power given by this Power of Attorney;

AND the Assignor further declares that the attorney or their attorney or attorneys shall not be held responsible or liable to the Assignor for any loss or damage howsoever and whatsoever arising as a result of any act or omission of the attorney or their attorney or attorneys in the execution of or exercise of any power granted by this Power of Attorney or arising from anything done or caused to be done by the attorney or their attorney or attorneys by virtue of the power given by this Power of Attorney;

AND the Assignor hereby declares that the powers and authority hereby conferred are given for valuable consideration and shall remain irrevocable for so long as the Assignment shall remain valid and subsisting.

- End of Page -

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

The Common Seal of)
)
)
was hereto affixed in the)
presence of:-)

.....
Director

.....
Director/Secretary

CERTIFICATE OF AUTHENTICATION

I, an advocate and solicitor of the High Court of *Malaya/ Borneo
practising at hereby certify that on this day of , 20
the Common Seal of

was duly affixed to the within written instrument in my presence in accordance with the regulation of
the said Company.

Dated this day of , 20

Witness my hand,

Advocate & Solicitor

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@To delete this page if Assignor is an individual*

@6A

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 practising at

hereby certify that on the signature(s) of the donor(s) abovenamed was/were written in my presence
on this _____ day of _____, 20____ 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
execute this instrument.

Dated this _____ day of _____, 20____

Witness my hand,

Advocate & Solicitor

**Delete wherever inappropriate
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