

# DEED OF REASSIGNMENT

THIS DEED OF REASSIGNMENT is made the day and year as stated in Section 1 of the Schedule hereto BETWEEN **UNITED OVERSEAS BANK (MALAYSIA) BHD.** (Co No. 271809 K), a company incorporated in Malaysia and having a place of business at the address stated in Section 2 of the Schedule hereto (hereinafter called "UOBM") of the other part AND the party whose name and description are stated in Section 3 of the Schedule hereto (hereinafter called "the Assignee") of the other part.

## WHEREAS:

- 1. By an agreement made the day and year stated in Section 4 of the Schedule hereto (hereinafter called "the Sale Agreement"), the Developer whose address and description are stated in Section 5 of the Schedule hereto sold all the property which is more particularly described in the Sale Agreement and Section 6 of the Schedule hereto (hereinafter called "the said Property") to the party whose name and description are stated in Section 7 of the Schedule hereto (hereinafter called "the First Purchaser").
- 2. The benefits rights and interest in and to and under the Sale Agreement and in the said Property were subsequently assigned to the parties whose names and the particulars of the instruments of assignment are stated in Section 8 of the Schedule hereto.
- 3. The individual document of title in respect of the said Property has yet to be issued by the relevant authority.
- 4. By a loan agreement cum assignment made the day and year stated in Section 9 of the Schedule hereto, the Assignee assigned to the party whose particular are stated in Section 10 of the Schedule hereto (hereinafter called "the Bank") all his benefits rights and interest in and to and under the Sale Agreement and in the said Property (hereinafter called "the Assignment") as security for credit facilities extended to the party whose name and description are stated in Section 11 of the Schedule hereto (hereinafter called "the Borrower").
- 5. In consideration of the act, more particularly described in Section 12 of the Schedule hereto (hereinafter called "the said Consideration"), and at the request of the Assignee, UOBM has agreed to reassign all its benefits rights and interest in and to and under the Sale Agreement and in the said Property to him.

## NOW THIS DEED WITHESSETH as follows:-

- 1. In consideration of the said Consideration, UOBM hereby reassigns all its benefits rights and interest in and to and under the Sale Agreement and in the said Property to the Assignee absolutely.
- 2. The Assignee hereby revokes the Power of Attorney which particulars are described in Section 13 of the Schedule hereto and UOBM for the consideration aforesaid hereby agrees and concurs with such revocation PROVIDED ALWAYS that nothing herein contained shall affect the validity of any act or thing done by any person agent or officer acting for and on behalf of UOBM and/or the Bank by virtue of the power conferred on them by the Assignment and/or Power of Attorney before the revocation herein contained.



- 3. This Deed shall be binding upon the personal representatives, administrators, executors, successors-in-title and permitted assigns of the Assignee and the successors-in-title of UOBM.
- 4. All costs of and incidental to this Deed including the stamp duty registration fees and UOBM's solicitors costs shall be borne by the Assignee.

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SIGNED for and on behalf	
of UOBM by its Attorney	
in the presence of	

\*SIGNED by the Assignee(s) in the presence of

\*I, , an Advocate and Solicitor of the High Court of , practising at hereby certify that the signature of ("the Assignee") was written in my presence on this day of and is to my personal knowledge the true signature of the Assignee who has acknowledged to me that he is of full age and he has voluntarily executed this instrument.

Witness my hand,

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

\*I, , an Advocate and Solicitor of the High Court of practising at hereby certify that the Common Seal of was on this day of duly affixed to the above instrument in my presence in accordance with the regulations of the said Company.

Witness my hand,



SCHEDULE

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SECTION 1 : Date of this Deed of Reassignment:

Dated this day of

- SECTION 2 : Particulars of UOBM
- SECTION 3 : Particulars of the Assignee
- SECTION 4 : Date of the Sale Agreement
  Dated the day of
- SECTION 5 : Particulars of the Developer
- SECTION 6 : Particulars of the said Property
- SECTION 7 : Particulars of the First Purchaser
- SECTION 8 : Details of series of assignment of the said Property subsequent to the Sale Agreement



### **SECTION 9 :** Date of the Assignment:

Dated the day of

## SECTION 10 : Particulars of the Bank

- \* UOBM
- \* Lee Wah Bank Limited, whose banking operation in Malaysia was transferred to UOBM on the 1st day of September 1994 pursuant to a court order dated the 12th day of July 1994.
- \* Chung Khiaw Bank Limited, whose banking operation in Malaysia was initially transferred to Chung Khiaw Bank (Malaysia) Bhd on the 1st day of June 1994 pursuant to a court order dated 16th day of April 1994 and subsequently transferred to UOBM on the 7th day of June 1997 pursuant to a court order dated 12th day of May 1997.
- <sup>6</sup> Chung Khiaw Bank (Malaysia) Bhd, whose banking operation was transferred to UOBM on the 7th day of June 1997 pursuant to a court order dated 12th day of May 1997.
- \* Overseas Union Bank (Malaysia) Berhad, whose banking operation was transferred to UOBM on 2nd day of February 2002 pursuant to a court order dated 17th day of January 2002.
- \* Overseas Union Bank Limited, whose banking operation in Malaysia was initially transferred to Overseas Union Bank (Malaysia) Berhad on 1st day of August 1994 pursuant to a court order dated 27th day of July 1994 and subsequently transferred to UOBM on the 2nd day of February 2002 pursuant to a court order dated 17th day of January 2002.

**SECTION 11:** Particulars of the Borrower

## SECTION 12: Particulars of the said Consideration

- \* Redemption sum of RM
- \* Substitution of the Assignment as security with

## SECTION 13: Particulars of the Power of Attorney

\*\*Delete wherever inappropriate

We,

("the Developer\*) hereby consent

to this Reassignment and acknowledge that on this day of , the Reassignment aforesaid was intimated to us by delivery of a true copy thereof and the same has been duly noted in our record.

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SIGNED for and on behalf of the Developer in the presence of