

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 : Legal Charge over the Lease as defined in paragraph 8 below made between the Company and **UNITED OVERSEAS BANK (MALAYSIA) BHD** (Company No. 271809-K) (“the Chargee”) (“the Charge”)
  
5. Describe briefly the nature of liability (present or prospective) secured by the charge : All monies obligations and liabilities whether actual or contingent now or hereafter due owing or incurred to the Chargee by the Company whether on any financing, banking or other account or otherwise in any manner whatsoever (whether alone or jointly with any other person and in whatever style name or form and whether as principal or surety) including all liabilities in connection with Islamic financing, foreign exchange transactions accepting endorsing or discounting any Islamic notes or bills or under sukuk

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guarantees indemnities documentary or other credits or any instruments whatsoever from time to time entered into by the Chargee for or at the request of the Company up to the principal sum of Ringgit Malaysia [\*] [(RM\*)] together with principal, purchase price, profit, commissions, compensation (*ta'widh*), fees, other banking charges and all costs, charges and expenses (including solicitor and client costs) incurred by the Chargee ("the Indebtedness").

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 : The lease rights over the Land [insert details of the land] ("the Land") registered in the name of the Company pursuant to the National Land Code 1965 ("the Lease").
9. The name and address of the chargee : **UNITED OVERSEAS BANK (MALAYSIA) BHD.** (Company No. 271809-K) of [insert address\*\*]
10. Important covenants or terms and conditions of the instrument of charge : A. Continuing Security
- The security created by the Charge is and will be a continuing security for the Indebtedness, and will continue to be held by the Chargee until:
- (a) all amounts outstanding under the Facilities (as defined in the Charge), including contingent liabilities, have been fully settled by the Customer and/or the Company; and
  - (b) the Customer and/or the Company has been fully released from all its obligations or contingent liabilities under the Facilities or under any other instrument issued by the Customer and/or the Company for the account of the Customer,
- even if the Customer and/or the Company ceases to be indebted to the Chargee for any period(s), and regardless of:

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- (i) any account(s) ceasing to be current or any settlement or closure of account(s) or otherwise;
- (ii) the death, insanity or bankruptcy of the Customer and/or the Company;
- (iii) the voluntary or compulsory liquidation of the Customer and/or the Company;
- (iv) any change by amalgamation, consolidation or otherwise which may be made in the constitution of the company by which the business of the Customer and/or the Company is currently being carried on; or
- (v) any change in the constitution or composition of the firm by which the Customer's business is currently being carried on, whether by death, retirement, admission of partners, or any other reason.

**B. Covenant to perfect and provide further security**

- (a) The Customer and/or the Company will, whenever required by the Chargee, execute in favour of the Chargee (or as the Chargee may direct) legal or other mortgages, charges, assignments, transfers, or agreements as required by the Chargee of and on the Customer's and/or the Company's estate, assets, or business, which now or in future will belong to the Customer and/or the Company (including any vendor's lien) and the benefit of all licences held in connection with such estate, assets, or business to secure the Indebtedness.
- (b) Such mortgages, charges, assignments, transfers, or agreements will be prepared by or on behalf of the Chargee at the Customer's and/or the Company's cost, and will contain all terms and conditions required by the Chargee to protect its interest.

**C. Dealing with security**

The Company will not, without the Chargee's prior written consent:

- (a) sell, transfer, charge or otherwise deal in any way with all or any part of the Lease or any interest in the Lease; or

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- (b) make the same subject to any burden, charge, encumbrance, liability, or lien or any Security Interest (as defined in the Charge); or
- (c) make any application for the alteration of the category of land use or for the imposition of any fresh category of land use in respect of the Land, or for rescission removal or amendment of any condition or restriction affecting the Lease.

D. Leasing and possession

- (a) The Company will not lease/sub-lease, let out/sublet, or grant any licence or otherwise in any manner part with the possession or make or accept the surrender of the Lease in respect of the Land or any part of the Land to any person, firms, or companies without the prior written consent of the Chargee.
- (b) The Chargee's consent may be given or refused at the Chargee's absolute discretion, and the decision of the Chargee will be final and conclusive.
- (c) The Company assigns and covenants to assign absolutely to the Chargee all the present and future rent, licence fees, rights and benefits accruing to the Company under the Lease, tenancy, grant or licence in respect of the Lease.

E. All covenants are of equal importance as contained in the Charge.

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

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\*Director/\*Secretary/\*Agent in Malaysia

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*\* 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 :