



BETWEEN

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

AND

**THE ASSIGNEE NAMED HEREIN
(Assignee)**

DEED OF ASSIGNMENT (AUCTION)

THE DEED OF ASSIGNMENT (AUCTION)

THIS DEED OF ASSIGNMENT (AUCTION) (hereinafter referred to as "**this Deed**") is made the day and year stated in Section 1 of the Schedule hereto **BETWEEN UNITED OVERSEAS BANK MALAYSIA) BHD. (Company No.: 271809-K)** a company incorporated with limited liability in Malaysia and having its registered office at Level 11, Menara UOB, Jalan Raja Laut, 50350 Kuala Lumpur (hereinafter referred to as "**the Assignor**") of the one part AND the party whose name and description are stated in Section 2 of the Schedule hereto (hereinafter referred to as "**the Assignee(s)**") of the other part.

WHEREAS:

1. By an agreement made the day and year stated in Section 3 of the Schedule hereto (hereinafter referred to as "**the Sale Agreement**") made between the Developer whose name and particulars are stated in Section 4 of the Schedule hereto (hereinafter referred to as "**the Developer**") of the *first/one part*, and the party whose name and particulars are stated in Section 5 of the Schedule hereto (hereinafter referred to as "**the First Purchaser(s)**") of the *second/other part *and the Landowner whose name and particulars are stated in Section 5A of the Schedule hereto (hereinafter referred to as "**the Landowner**") of the third part, the Developer sold all that property which is more particularly described in the Sale Agreement and Section 6 of the Schedule hereto (hereinafter referred to as "**the said Property**") erected or to be erected on part of that piece of land more particularly described in Section 7 of the Schedule hereto to the First Purchaser(s) upon the terms and conditions therein appearing.
2. The benefits, rights, title 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 7A of the Schedule hereto.
3. By a Deed of Assignment made the day and year stated in Section 8 of the Schedule hereto (hereinafter referred to as "**the Assignment**"), the party whose name and particulars are stated in Section 9 of the Schedule hereto (hereinafter referred to as "**the Purchaser**") assigned to the party whose particulars are stated in Section 10 of the Schedule hereto (hereinafter referred to as "**the Bank**") all his benefits, rights, title and interest in and to and under the Sale Agreement and in the said Property as security for the Indebtedness pursuant to the Facilities granted to the party whose name and description are stated in Section 11 of the Schedule hereto (hereinafter referred to as "**the Customer**") upon the terms of the Facility Agreement .
4. The Assignor has, in exercising its right upon event(s) of default under the Assignment, placed the said Property for auction.
5. By a contract of sale made the day and year stated in Section 12 of the Schedule hereto together with the proclamation of sale in relation thereto (hereinafter collectively referred to as "**the Contract of Sale**"), the Assignor agreed to sell and the Assignee(s) agreed to purchase the said Property at the price stated in Section 13 of the Schedule hereto (hereinafter referred to as "**the Purchase Price**") upon the terms and conditions therein appearing.

6. No document of title in respect the said Property has been issued by the relevant authority.
7. The Assignee(s) has obtained the consent(s) of the Developer*, the Landowner and all other relevant authorities to this Deed in favour of the Assignee(s) and complied with all the conditions imposed therein solely at his own costs and expenses.

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of the full Purchase Price paid by the Assignee(s) to the Assignor and the full compliance of the terms and conditions in the Contract of Sale on the part of the Assignee(s) to perform and observe and subject to the consent(s) of the Developer,* the Landowner and all other relevant authorities to this Deed having first been obtained and all conditions imposed therein having been complied with by the Assignee(s) solely at his own costs and expenses, the Assignor hereby assigns absolutely unto the Assignee(s) all its benefits, rights, title and interest on to and under the Sale Agreement and in the said Property upon the terms and conditions contained herein.
2. The Assignee(s) hereby covenants and undertakes with the Assignor that it shall henceforth assume all obligations and liabilities and at all time perform and observe the terms and stipulations in the Sale Agreement as if the Assignee(s) has been a party to the Sale Agreement.
3. The Assignee(s) hereby irrevocably and unconditionally undertakes and covenants to indemnify and keep indemnified the Assignor and their agents, personal representatives, employees against all actions, proceedings, claims, liabilities, obligations, damages, charges, penalties, fines, loss, disbursements costs and expenses of any kind or nature whatsoever that may be made against and/or suffered and/or incurred by the Assignor as a result of and/or in connection with this Deed or any failure on the part of the Assignee(s) to perform observe the terms and obligations in the Sale Agreement.
4. All fees and expenses in connection with and incidental to this Deed including the stamp duty and registration fees of the subsequent transfer of the said Property shall be solely borne by the Assignee(s).
5. This Deed shall be binding upon the heirs, personal representatives, administrators, executors, successors in title of the Assignee(s) and the successors in title and assigns of the Assignor.
6. In this Deed unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided:-
 - (a) Words importing the masculine gender include feminine and neuter genders and vice versa;
 - (b) Words importing the singular number include the plural number and vice versa.

- (c) Words applicable to neutral persons include anybody or persons, company, corporation, firm or partnership, corporate or unincorporated;
- (d) The Schedule hereto shall be taken read and construed as an essential part of this Deed;
- (e) References to any statute or legislation include any statutory amendment modification re-enactment or substitution thereof.
- (f) Unless the context otherwise requires and save as specifically defined herein, words and expressions defined in the Assignment shall have the same meanings when used herein.

[End of Clauses]

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year stated in Section 1 of the Schedule hereto.

THE ASSIGNOR

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

THE ASSIGNEE

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

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

SCHEDULE

- SECTION 1 : Date of this Deed:
Dated this day of
- SECTION 2 : Particulars of the Assignee(s):
- SECTION 3 : Date of the Sale Agreement:
Dated this day of
- SECTION 4 : Particulars of the Developer.
- SECTION 5 : Particulars of the First Purchaser(s):
- *SECTION 5A : Particulars of the Landowner

**Delete wherever inappropriate

SECTION 6 : Particulars of the said Property:

SECTION 7 : Particulars of the Land:

* SECTION 7A : Detail of series of assignment of the said Property
subsequent to the Sale Agreement

SECTION 8 : Date of the Assignment
Dated the day of

SECTION 9 : Particulars of the Purchaser

**Delete wherever inappropriate

- SECTION 10 : Particulars of the Bank
- * The Assignor
 - * Lee Wah Bank Limited, whose banking operation in Malaysia was transferred to the Assignor 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 the Assignor on the 7th day of June 1997 pursuant to a court order dated 12th day of May 1997.
 - * Chung Khiaw Bank (Malaysia) Bhd, whose banking operation was transferred to the Assignor 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 the Assignor 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 the Assignor on the 2nd day of February 2002 pursuant to a court order dated 17th day of January 2002.

SECTION 11 : Particulars of the Customer:

SECTION 12 : Date of the Contract of Sale:

Dated the day of

SECTION 13 : The Purchase Price

**Delete wherever inappropriate

We,.....("the Developer") hereby consent to this Deed and acknowledge that on this day of the Deed aforesaid was intimated to us by delivery of a copy thereof and the same has been duly noted in our records.

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

* We,.....("the Landowner") hereby consent to this Deed and acknowledge that on this day of the Deed aforesaid was intimated to us by delivery of a copy thereof and the same has been duly noted in our records.

SIGNED for and on behalf)
of the Landowner)
in the presence of)

**Delete wherever inappropriate