

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/\*floating/\*fixed and floating
  
4. The description of the instrument(s) creating or evidencing the charge : Specific Debenture (Project) made between the Company and **UNITED OVERSEAS BANK (MALAYSIA) BHD** (Company No. 271809-K) (“the Chargee”) (“the Specific Debenture (Project)”)
  
5. Describe briefly the nature of liability (present or prospective) secured by the charge : 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 any other Security Party to the Chargee from time to time in respect of the Facilities or any account and includes all liabilities and obligations incurred by the Customer and/or any other Security Party to the Chargee 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\*\*]**
7. The creation of subsequent charges \*is/\*is not restricted or prohibited : Is restricted or prohibited.
8. A short description of the property affected : **FIXED AND FLOATING CHARGE**
- a) A first fixed charge over the Company's Fixed Assets (as defined in the Specific Debenture (Project)), namely all buildings and fixtures, plant, equipment, machinery and motor vehicles, computers, office equipment in connection with the Project and all equipment, accessories and parts pertaining to the aforesaid plant, equipment, machinery and motor vehicles, computers, office equipment and other equipment; and
  - b) a first floating charge over the Company's Other Assets (as defined in the Specific Debenture (Project)), namely, all the undertakings and movable properties and assets of the Company (other than the Fixed Assets as described above, whatsoever and wheresoever situate, both present and future in connection with the Project, including the Company's uncalled capital, goodwill, book-debts, accounts receivables, stock-in-trade (including semi-finished and finished products), raw materials and any shariah compliant shares, financing stocks, warrants and other Islamic commercial papers owned or to be acquired by the Company.

The "Project" shall mean:

**[insert particulars\*\*]**

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

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

: (1) Conversion of floating charge into fixed charge

The Chargee may at any time, by notice in writing to the Company, forthwith convert the floating charge over the Company's properties and assets described in item 8(b) above into a fixed charge as regard to any properties and assets specified in the said notice which the Chargee shall, in its absolute discretion, consider to be in jeopardy or in danger of being seized or sold under any form of distress or execution levied or threatened and may appoint a receiver thereof AND the Company hereby undertakes to do and execute all acts, documents and things to effect the aforesaid conversion in respect of the properties and assets specified in the said notice AND in particular, the Company undertakes forthwith upon receipt of the aforesaid notice, to execute in favour of the Chargee, a memorandum of charge in the appropriate form under the National Land Code, 1965, Sabah Land Ordinance (Cap. 68) or Sarawak Land Code (Cap. 81), as the case may be, and upon such terms as the Chargee shall deem fit in respect of any lands amongst the Company's assets and to do all acts as may be necessary to effect the registration of such memorandum of charge with the relevant authorities.

(2) Conversion of floating charge to fixed charge without notice

if the Company shall charge, pledge, assign, factor or otherwise encumber (whether by way of fixed or floating security, equitable or otherwise) any of the assets hereby charged to the Chargee or attempts so to do without the prior written consent of the Chargee, or if any creditor or other person attempts to levy any distress, execution proceedings or other process against any of the assets hereby charged to the Chargee, or any step is taken or a petition is presented to wind-up the Company the floating charge hereby created over the Other Assets shall automatically, without any notice whatsoever, crystallise into a first fixed charge instantly ranking pari passu in all respect with the fixed charge in item 8(a).

(3) Restriction against other charges

The Company hereby declares that there is no mortgage, charge, pledge, lien or other form of security interest upon, over or in respect of the Charged Properties (as defined in the Specific Debenture (Project)) ranking prior to or pari passu with or conferring rights ranking

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prior to or pari passu with the rights conferred upon the Chargee hereunder.

(4) Continuing Security

The securities created pursuant to the Specific Debenture (Project) are expressly intended to be and shall be a continuing security not only for all moneys actually debited pursuant to, upon or under the Facilities (as defined in the Specific Debenture (Project)) to the account(s) of the Company with the Chargee at the time when the said account(s) shall be closed and all moneys outstanding and payable then or at any future date(s) on Islamic bills of exchange, Islamic promissory notes or Islamic negotiable instruments, guarantees or otherwise howsoever for which the Company may be absolutely or contingently liable to the Chargee pursuant to, upon or under the Facilities but also for all other moneys whatsoever now or hereafter from time to time owing to the Chargee by the Company notwithstanding:

- (a) that the Company may at any time or times cease to be indebted to the Chargee for any period(s);
- (b) that the account(s) of the Company with the Chargee may from any cause whatsoever cease to be a current account(s) and notwithstanding any settlement of account(s) or otherwise;
- (c) the death, insanity or bankruptcy of the Company and/or the security party;
- (d) the voluntary or compulsory liquidation of the Company and/or the security party; or
- (e) any change by amalgamation, consolidation or otherwise which may be made in the constitution of the Company by which the business of the Company and/or the security party is currently being carried on.

For other salient covenants or terms and conditions, please refer to the Specific Debenture (Project).

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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 :