

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 : The charge is fixed.
*fixed/*floating/*fixed and floating
4. The description of the instrument(s) : Deed of Assignment of Contract Proceeds ("the
creating or evidencing the charge Assignment")
5. Describe briefly the nature of liability : The liability (whether present or prospective)
(present or prospective) secured by secured by the charge is all monies obligations and
the charge liabilities whether actual or contingent now or
hereafter due owing or incurred to **UNITED
OVERSEAS BANK (MALAYSIA) BHD.** (Company
No. 271809-K) ("the Chargee") by the Company
and/or the Customer (as defined in paragraph 6
below) (whether alone or jointly with any other
person and whether on any financing, banking or
other account or otherwise in any manner
whatsoever style name or form and whether as

DOA (Contract Proceeds) (01/19)

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principal or surety) together with principal, purchase price, profit to date of full payment, commission, compensation (*Ta'widh*), fees, charges, legal fees (including legal fees and expenses of the Chargee's solicitors), and all other costs, charges and expenses which may be incurred by the Chargee.

6. The liability secured is for the benefit of the company or for another party (name and address of another party) : The liability secured is for the benefit of ("the Customer").
7. The creation of subsequent charges *is/*is not restricted or prohibited : The creation of the subsequent charges is restricted or prohibited.
8. A short description of the property affected : The aggregate of the following:-
- (a) the full and entire of the Company's present and future benefits, rights, title and interest in, to and under any and all rentals contract sums, advance payments, fees, charges and any other proceeds, monies and/or other payments in whatsoever name called (collectively "Contract Proceeds") which may at any time and from time to time be received by or payable to the Company from the Paying Parties under or in connection with or arising out of any and all of the Contracts, whether such proceeds and/or other payments are receivable by or payable to the Company 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; and
 - (b) all the Company's present or future powers and remedies for enforcing payment of and recovery of the Contract Proceeds.

"Contracts" means

***[For specific contract(s)]**

The contract constituted by:-

- *(a) the letter of _____ dated the _____ day of _____, 20____ vide Reference No: _____ issued by the Paying Party and accepted by the Company, including all appendices and attachments thereto and all other documents and correspondence incorporated by reference therein and the formal contract agreement relating thereto to be executed between the Paying Party and the Company

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subsequent thereto in respect of [**to specify the works**];

*(b) The contract dated the day of
20 vide *contract/agreement No:
made between the Paying Party and the
Company, including all appendices and
attachments thereto and all other documents
and correspondence incorporated by
reference therein in respect of [**to specify the
works**];

*(c) the tenancy/lease/license agreement dated
the day of ,20 made between
the Company and the Paying Party in respect
of [**to specify the property**].

***@ [For blanket assignment]**

Such contract or contracts now or from time to time
hereafter in respect of such works and/or projects
now or from time to time hereafter acceptable to the
Chargee and/or the tenancy, lease and/or license
of such premises or property as is/are owned or
belong to the Company:-

- (i) awarded by the respective Paying Party to the
Company and acceptable to the Bank,
including the letters of award/acceptance
constituting such contracts together with
including all appendices and attachments
thereto and all other documents and
correspondence incorporated by reference
therein and including the formal contract
agreements relating thereto to be executed by
the respective Paying Party and the Company
subsequent thereto; or
- (ii) executed and to be executed between the
Company and the respective Paying Party

including all amendments and supplements that
may be agreed upon or entered into between the
parties thereto from time to time.

** Delete wherever inappropriate*

*(a) Applicable if the formal contract agreement has not been
executed*

*(b) Applicable if the formal contract agreement has been
executed*

@Applicable to a blanket assignment

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"Paying Parties" means:-

***[specify the relevant party]**

*such Government Departments or Ministries, statutory bodies or such other established and reputable companies or corporations now or from time to time hereafter acceptable to the Bank;

who has/have at any time or from time to time awarded or accepted or will be awarding or accepting the Company's tender submitted or to be submitted for or in respect of the Subject Matters and/or accepted from the Company a tenancy or a lease or license of a property under or pursuant to the Contracts and include their respective successors-in-title, permitted assigns and persons deriving title thereunder.

**to delete if not applicable*

9. The name and address of the chargee : The name and address of the chargee is **UNITED OVERSEAS BANK (MALAYSIA) BHD.** (Company No. 271809-K)
10. Important covenants or terms and conditions of the instrument of charge : (a) The Company is to pay on demand to the Chargee the Indebtedness together with profit, compensation (*Ta'widh*), purchase price, commission, discount and other banking charges and all costs, charges and other expenses which the Chargee may charge in respect of any of the matters aforesaid or which the Chargee may pay or incur in registering the Assignment and all other payments and sums on a full indemnity basis.
- (b) The Chargee may from time to time advance to the Customer without any reference to the Company such further sum or sums of money beyond the limit approved by the Chargee as the Chargee may deem fit and such further sum or sums so advanced shall form part of the indebtedness and secured by the Assignment.
- (c) The security under the Assignment is a continuing security for all monies whatsoever then or thereafter from time to time owing to the Chargee by the Customer and/or the Company whether alone or jointly and severally with another or others and whether as principal or surety notwithstanding that the Customer and/or the Company may at any time or times cease to be indebted to the Chargee for any period or periods and notwithstanding any change by amalgamation consolidation or otherwise which may be made in the constitution of the Company by which the

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business of the Customer and/or the Company is for the time being carried on and etc.

- (d) The Chargee may at any time without notice after the occurrence of an event of default or made a demand notwithstanding any settlement of account or other matter whatsoever combine or consolidate all or any of the then existing accounts of the Customer and/or the Company and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any of the indebtedness to the Chargee. The Chargee is entitled to set-off and transfer any sum standing to the credit of any account or accounts of the Customer and/or the Company towards satisfaction of any contingent liabilities.
- (e) So long as the financing facilities or any part thereof remain available to the Customer and/or the Company or the Indebtedness or any part thereof remains unpaid or owing to the Chargee by the Customer and/or the Company, whether alone or jointly and severally with another or others and whether as principal or surety, the Company shall:-
 - (i) sign, do and execute or cause to be signed, done or executed all documents, acts and things as the Chargee may require for vesting full legal title of the Contract Proceeds in favour of the Chargee; and
 - (ii) ensure that each Paying Parties continue in all other aspects (other than the payment of the Contract Proceeds, which shall be remitted to the designated accounts directly) to give or receive instructions to or from the Company.

For other salient covenants or terms and conditions, please refer to the Assignment.

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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 :
NRIC No :
Address :
Phone No :
Email :