

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 : Memorandum of Legal Charge /Assignment Over Designated Account and/or Deposits (“the Charge”) made between the Company and **UNITED OVERSEAS BANK (MALAYSIA) BHD** (Company No. 271809-K) (“the Chargee”)
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 the Company 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 the Company 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**]
("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 following monies:-
(a) the total of all monies, in whatsoever currency, now or at any time after the execution of the Charge which are held in or earned on any of the Company's accounts whatsoever with the Chargee in Malaysia or elsewhere whether singly or jointly or jointly and severally with any other person (including accounts opened in the Chargee's name) ("the Deposits"); and
(b) all moneys in whatsoever currency, now or at any time after the date of the Charge standing to the credit of the Designated Accounts and where applicable, all profit distributed accruing and/or paid thereon ("the Credit Balances")
"Designated Accounts" means such account or accounts stated in the Charge opened and/or to be opened and maintain by the Company with the Chargee in Malaysia or elsewhere whether singly or jointly or jointly and severally with any other person (including accounts opened in the Chargee's name) which shall include any other account or accounts opened in addition to or in substitution of the existing account or accounts subject to the Chargee's approval and "Designated Accounts" shall include any one or more accounts.
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. No withdrawal
Until all the Indebtedness have been unconditionally and irrevocably paid and discharged in full and the Facilities (as defined in the Charge) are no longer available for the Company or the Customer's use, the Company agree that the Company shall not be entitled to withdraw or use any of the Deposits and no part of the Credit Balance

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and/or Deposits, including *hibah*/profit distributed or to be distributed on the Credit Balance and/or Deposits, shall be payable to the Company or withdrawn or used by the Company in any manner except with the Chargee's prior written consent which the Chargee may withhold or grant conditionally or unconditionally at the Chargee's absolute discretion.

B. No further dealings

The Company will not:

- (i) assign, transfer, mortgage, charge, encumber or in any other ways deal with the Deposits or the Company's rights, title, benefit or interest in the Credit Balance and/or Deposits; or
- (ii) try to assign, transfer, mortgage, charge, encumber or in any other way deal with the Deposits or the Company's rights, title, benefit or interest in the Credit Balance and/or Deposits;

unless it is in the Chargee's favour and unless the Company has the Chargee's prior written consent which the Chargee may withhold or grant conditionally or unconditionally at the Chargee's absolute discretion. The Company agree that any assignment, transfer, encumbrance or other dealing in respect of the Deposits or the Company's rights, title, benefit or interest in the Credit Balance and/or Deposits will be void and of no effect. The Company similarly agree that any attempt to assign, transfer, mortgage, charge, encumber or in any other way deal with the Deposits or the Company's rights, title, benefit or interest in the Deposits will be void and of no effect.

C. Not to affect other security

The Charge:-

- (i) is in addition to;
- (ii) will not merge with; and/or
- (iii) will not in any way affect;

any other right, remedy, guarantee, indemnity or any other form of Security (as defined in the Charge) whatsoever which the Chargee may hold or call upon now or at any time after the execution of the Charge in respect of the Indebtedness.

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

.....
*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 :