

THIS DEED OF ASSIGNMENT is made the day and year stated in Section 1 of Schedule 2.

between

the party or parties described in Section 2 of Schedule 2 as assignor (the “**Assignor**”);

and

CIMB BANK BERHAD [197201001799 (13491-P)], having its registered office at Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur and a place of business as described in Section 3 of Schedule 2 (the “**Bank**”).

WHEREAS: -

- (A) Pursuant to a sale and purchase agreement as described in Section 4 of Schedule 2 (the “**Sale and Purchase Agreement**”) and made between (i) the Vendor/Developer/Proprietor/Contractor (defined below) and (ii) the Assignor, the Vendor/Developer/Proprietor/Contractor agreed to sell and the Assignor agreed to purchase the property described in the Sale and Purchase Agreement and in Section 6 of Schedule 2 (the “**Property**”).
- (B) A separate issue document of title or strata title to the Property has not yet been issued by the appropriate authorities.
- (C) It is a term of the Facility Agreement that the Assignor executes and delivers this Deed of Assignment in favour of the Bank to secure the payment and repayment (as applicable) of the Secured Liabilities (defined below).
- (D) \*The Vendor/Developer/Proprietor has consented to this Assignment and has endorsed its consent on the consent page in Schedule 1.

\*(Note: Transactions that are governed under the Housing Development (Control and Licensing) Act 1966 do not require the consent of the Developer.)

---

\* DELETE IF INAPPLICABLE

NOW IT IS AGREED as follows:

**1. DEFINITIONS AND INTERPRETATION**

(i) In this Assignment, each of the following expressions has the meaning shown opposite to it, unless this does not suit the context used:

<b>Assignment</b>	this deed of assignment;
<b>Assignor</b>	the party or parties named and having the address or addresses stated, in Section 2 of Schedule 2;
<b>Bank</b>	CIMB Bank Berhad, a licensed financial institution with its registered office at Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur and having a place of business as described in Section 5 of the Schedule;
<b>Borrower</b>	the party or parties described in Section 7 of Schedule 2;
<b>Default Interest Rate</b>	the default rate of interest specified in the Letter of Offer, as may be varied from time to time pursuant to the Facility Agreement;
<b>Event of Default</b>	means (i) any of the events specified in Clause 12 ( <i>Events of Default</i> ) and (ii) any of the events of default specified in the Facility Agreement and the Letter of Offer or (iii) any other event that causes the Facility, interest on the Facility and/or any other monies owing by the Borrower pursuant to the Facility Agreement, to become immediately due and payable to the Bank (collectively, " <b>Events of Default</b> ");
<b>Facility</b>	the banking facility that the Bank has or will make available to the Borrower now or after the date of this Assignment in accordance with the terms and conditions set out in the Facility Agreement and the Letter of Offer;
<b>Facility Agreement</b>	the facility agreement made between the Borrower and the Bank on the date stated in Section 8 of Schedule 2, governing the Facility granted by the Bank to the Borrower;
<b>Insured Risks</b>	fire, storm, lightning, earthquake, explosion, aircraft, riot, civil commotion, malicious damage, impact, terrorism, aircraft and other aerial devices or articles dropped therefrom, tempest, flood, bursting and overflowing of water tanks, apparatus or pipes, and damage by or resulting from vehicular impact, and other risks that the Bank may

approve, including risks associated with the demolition of buildings, site clearance costs and expenses, architects' fees, surveyors' fees, other professional fees and all other incidental expenses relating to the Property;

**Interest** means the interest that is charged on the Facility, whether it is at the Prevailing Interest Rate or the Default Interest Rate or such other interest rate as the Bank may stipulate from time to time;

**Land Code** means the National Land Code (Revised – 2020) (in the case of land located in Peninsular Malaysia), the Sarawak Land Code (Cap 81) (in the case of land located in Sarawak) or the Sabah Land Code (Cap 68) (in the case of land located in Sabah), as applicable, and includes all amendments made and subsidiary legislation issued;

**Letter of Offer** the letter of offer described in Section 9 of the Schedule and any subsequent letters of offer relating to the Facility issued by the Bank and accepted by the Borrower, including letters of notification issued by the Bank;

**Prevailing Interest Rate** the interest rate specified in the Letter of Offer or such other interest rate as the Bank may stipulate to be the Prevailing Interest Rate from time to time;

**Sale and Purchase Agreement/Construction Agreement/Acquisition Agreement** the agreement dated the day and year described in Section 4 of Schedule 2 and made between the Assignor and the party described in Section 5 of Schedule 2, relating to the purchase or acquisition of all rights, title and interest in and to the Property;

**Secured Liabilities** the aggregate of the following liabilities arising in respect of or under the Facility Agreement, the Letter of Offer and the other Security Documents:-

- (a) all monies (including but not limited to principal, interest (including default interest), commission, charges, fees, legal costs and disbursements (on a full indemnity basis) plus other costs and expenses), whether present, future, actual or contingent, outstanding or payable or agreed to be paid by the Borrower or any other Security Party to the Bank from time to time; and/or
- (b) all present, future, actual or contingent liabilities and obligations:
  - (i) for the repayment or payment of any monies by the Borrower or any other Security Party from time to time to the Bank; and/or
  - (ii) which the Bank may from time to time incur (including but not

limited to any liability or obligation arising from or incurred under any guarantee, indemnity, undertaking or other agreement or instrument created pursuant to the Facility Agreement);

**Security Documents** any guarantee and any other security documents referred to in the Letter of Offer and any other document used or to be used to secure the Secured Liabilities;

**Security Party** means the Assignor and any other party providing any form of security (including but not limited to any guarantee or indemnity) to secure payment of the Secured Liabilities;

**Vendor/Developer/  
Proprietor/Contractor** the party described in Section 5 of Schedule 2.

(ii) Interpretation

In this Assignment:-

- (a) references to Clauses, Sections and Schedule are to be construed as references to the Clauses, Sections and Schedule of and to this Assignment;
- (b) references to any provisions of this Assignment or to any other document or agreement are to be construed as references to those provisions or that document or agreement as is in force for the time being and as amended, varied, supplemented, substituted or novated from time to time;
- (c) words importing the singular include the plural and vice versa, and words importing the masculine gender include the feminine and neuter genders and vice versa;
- (d) references to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this Assignment) and include any orders, regulations, instruments or other subordinate legislation made under or deriving validity from that statutory provision;
- (e) the term "**principal**" includes all sums and monies advanced or paid to or on behalf of the Borrower and/or the Assignor by the Bank or otherwise repayable by the Borrower and/or the Assignor to the Bank pursuant to this Assignment (whether or not the same forms part of the Facility). The term "**interest**" includes interest at the Prevailing Interest Rate, the Default Interest Rate or such other rate or rates as the Bank may determine from time to time;
- (f) clause headings are for ease of reference only and will not affect the interpretation of this Assignment;
- (g) the words "**monies**" or "**money**", or "**monies**", "**ringgit**", "**dollar**" and the symbol "**RM**" will be construed as references to Malaysian currency;
- (h) the Schedule to this Assignment forms an integral part of this Assignment and must be read and construed as an essential part of this Assignment;

- (i) where the “**Borrower**” or “**Assignor**” comprises two or more parties:-
- (1) such expression will, as the context may require, mean and include all of such parties, or each of them or any of them;
  - (2) all covenants, charges, agreements and undertakings expressed or implied on the part of the Assignor in this Assignment will be deemed to be joint and several covenants, charges, agreements and undertakings by the parties comprising the Assignor;
  - (3) each such party will be bound even if any of the other parties comprising the Assignor is not so bound; and
  - (4) the Bank (i) may release or discharge any one or more of them from all or any liability or obligation under this Assignment or (ii) may make any arrangement or composition with any such person without releasing any of the others or otherwise prejudicing any of the Bank’s rights under this Assignment.

## **2. COVENANT TO PAY**

2.1 The Assignor covenants with the Bank:

- (a) to pay the Bank the Secured Liabilities on demand with 14 days’ written notice by the Bank;
- (b) that if the Facility is granted to joint Borrowers and one of the Borrowers has been declared a bankrupt during the tenure of the Facility but the Bank has not realised the security created under this Assignment within 12 months from the date of the bankruptcy order by which such Borrower is adjudicated bankrupt, the other Borrower who is not bankrupt and/or the Assignor must continue to pay Interest on the Facility; and
- (c) to pay all monies as are or may become payable by the Assignor under this Assignment including all costs, charges and expenses.

2.2 Any monies received towards payment, repayment or prepayment of the Secured Liabilities will be applied by the Bank in accordance with the Facility Agreement and/or Letter of Offer.

## **3. SECURITY**

3.1 As security for the due and punctual payment and repayment of the Secured Liabilities, the Assignor by this Assignment absolutely assign to the Bank all the rights, title, benefits and interest of the Assignor in and to the Property (whether arising under the Sale and Purchase Agreement, the Construction Agreement and/or the Acquisition Agreement) as security for the Secured Liabilities. The Assignor will also grant a power of attorney in relation to the Property to the Bank.

3.2 This Assignment is expressly intended to be and will be a continuing security for the Secured Liabilities. This Assignment will not prejudice or affect, or be prejudiced or affected by any other security held by the Bank for the Secured Liabilities, even if:

- (a) there is a default in payment on the Borrower’s or Assignor’s accounts for any reason or any other of the Borrower’s or Assignor’s borrowing accounts are settled;
- (b) the bankruptcy, death or mental incapacity of the Borrower or Assignor occurs; and

- (c) the winding-up, amalgamation, reconstruction of or other similar proceedings or events concerning the Borrower and/or the Assignor occurs.
- 3.3 If a separate document of title to the Property is issued by the land authorities, the Assignor must, at the Assignor's cost and expense and upon being required to do so by notice in writing from the Bank, (i) obtain such separate document of title, (ii) take a transfer of the Property, and (ii) execute a charge in the Bank's standard form (with such variations as the Bank may require) over the Property in favour of the Bank to secure the repayment to the Bank of the Secured Liabilities.
- 3.4 If the value of the Property diminishes, the Property is in jeopardy in any way or the value of the Property becomes insufficient to secure the Secured Liabilities and the Bank requests for additional security to be provided, the Assignor must create, or must procure that the Borrower creates, further security in favour of the Bank, in such form and of such value as may be agreed by the Assignor and the Bank.
- 3.5 The Assignor must, at the Bank's request, deposit with the Bank:
- (a) prior to the issuance of a separate document of title to the Property by the land authorities, (i) the original Sale and Purchase Agreement, Construction Agreement and/or Acquisition Agreement assigned to the Bank under this Assignment; and (ii) originals of any other documents evidencing any title, rights, benefit and title in and to the Property; and
  - (b) following the issuance of a separate document of title to the Property by the land authorities, the separate document of title to the Property.
- 3.6 The Bank will have custody and possession of the documents mentioned in Clause 3.5 throughout the tenure of this Assignment.
- 3.7 \*The Assignor will issue or cause to be issued, upon the execution of this Assignment, a notice of assignment in or substantially in the form set out in Schedule 1A or Schedule 1B, as the case may be, to the Vendor/Developer.

\*(Note: Only Transactions under the ambit of the Housing Development (Control and Licensing) Act 1966 require a copy of this Assignment to be served on the Vendor/Developer)

#### **4. NO OBLIGATION TO ADVANCE**

Nothing in this Assignment makes it obligatory for the Bank (either in law or at equity) to make or continue to make advances or to grant any other accommodation or banking facilities to the Borrower.

#### **5. FURTHER ADVANCES**

This Assignment is intended to secure further advances or banking facilities to be granted by the Bank to the Borrower or the Assignor. If such further advances or banking facilities are granted by the Bank to the Borrower or the Assignor, the Facility Agreement or the Letter of Offer will be upstamped for such additional principal amount. The stamp duty for upstamping (including penalties if such penalties for late stamping are imposed due to any delay by or default of the Borrower or the Assignor) will be borne by the Borrower and/or the Assignor. If the Borrower or the Assignor fails to pay such stamp duty, the Bank is authorised to debit the Borrower's or the Assignor's accounts to pay for the stamp duty.

## **6. INTEREST**

Any amount payable by the Assignor, including costs and expenses incurred by the Bank relating to this Assignment will carry interest, both before and after judgment, at the rate provided for under the Facility Agreement. Interest on the costs and expenses will accrue from the date on which they were paid or incurred by the Bank. Such interest and any amount payable by the Assignor to the Bank may be charged to any account of the Assignor and/or the Borrower (as applicable) and will form part of the Secured Liabilities.

## **7. CAPITALISATION OF INTEREST**

7.1 The Bank has the right to capitalise and add any unpaid interest to the principal sum of the Facility. Any such interest added to the principal sum will be charged at the then prevailing rate prescribed for the Facility. This right will continue and subsist, whether:

- (a) a demand has been made for the Secured Liabilities; or
- (b) the banker-customer relationship between the Bank and the Borrower has ceased; or
- (c) before or after any Court judgment or any order has been made for the sale of the Property.

7.2 It is expressly agreed that if any interest remains unpaid or the unpaid interest is added to the principal sum of the Facility, the Bank may recall part or all of the Secured Liabilities.

7.3 If the Borrower does not make any monthly payments for the Facility when due, the Bank may vary the Prevailing Interest Rate on the Facility to the Default Interest Rate by giving 21 days' prior written notice to the Borrower. For every default in payment, the Bank may impose or re-impose the Default Interest Rate accordingly.

## **8. DISCHARGE**

8.1 This Assignment and the obligations of the Assignor under this Assignment will not be satisfied and discharged, except on payment by the Borrower and/or the Assignor of:

- (a) all the Secured Liabilities; and
- (b) all monies which are now or are due and owing by the Borrower and/or the Assignor (whether solely or jointly with any other persons) after the date of this Assignment or for which the Borrower and/or the Assignor may be liable to the Bank in any manner.

8.2 The Assignor will bear the costs and expenses (including the costs of the solicitors acting for the Bank) in obtaining a discharge and release of the Property from the Bank. Such discharge and release must be in such form and content as the Bank considers appropriate according to the circumstances.

## **9. RESTRICTIONS**

9.1 The Assignor must obtain the prior written consent of the Bank to:

- (a) create or permit to subsist any encumbrance or give any right or option on the Property or any part of the Property;
- (b) sell, dispose, transfer, assign or otherwise deal with the Property or any interest in the Property;

- (c) assign or dispose of any monies payable to the Assignor in relation to the Property;
- (d) grant or agree to grant any lease or license over the Property;
- (e) part with or share possession or occupation of the Property with any party;
- (f) make or accept the surrender of any tenancy or lease of the Property;
- (g) do the following:
  - (i) demolish, pull down, remove or allow the demolition, pulling down or removal of (A) any building, installation or structure currently standing on the Land or (B) any fixtures in any building, installation or structure on the Land; or
  - (ii) construct any building, installation or structure on the Land; or
  - (iii) alter or change the use of the Land; or
  - (iv) do anything that will diminish the value of the Land.
- (h) to commence, institute and/or maintain in any court or tribunal any action, suit or proceeding against the Vendor, Developer, Proprietor, Contractor or any other person, in respect of any matter arising out of the Sale and Purchase Agreement, the Construction Agreement and/or the Acquisition Agreement (as applicable) and/or the Property; and/or
- (i) effect or maintain any insurance against any risk in respect of the Property together with any fixtures or structures on such Property where the Bank has effected or maintained any such insurance;
- (j) amend, vary, terminate, replace or supplement the Sale and Purchase Agreement, the Construction Agreement and/or the Acquisition Agreement, or agree to do so; and/or
- (k) waive any breach or proposed breach in relation to the Sale and Purchase Agreement, the Construction Agreement and/or the Acquisition Agreement.

9.2 The Assignor must not do any of the following:

- (a) use or allow the Property to be used for purposes other than those for which it was built;
- (b) store or bring upon the Property any articles of a combustible, inflammable or dangerous nature;
- (c) do or permit to be done anything that may cause any policy or policies of insurance to be terminated or rendered illegal, unenforceable, void, or voidable.

## **10. COVENANTS BY THE ASSIGNOR**

The Assignor covenants with the Bank at all times during the continuance of this security: -

- (a) Repair

to keep the buildings, installations and structures (whether fully or partially constructed) and all their fixtures and fittings and other erections on the Property, in (i) good and tenantable repair and condition and (ii) fully protected from damage or deterioration as a result of weather or malicious damage or any other



cause. The Assignor must replace any fixtures and fittings which have become worn out or are otherwise unfit for use with substitutes of a similar nature and of equal value. If not, the Bank may (but is not obliged to) enter the Property to carry out such repairs as may be necessary;

(b) Insurance

- (i) to insure the buildings, installations and structures and all their fixtures and fittings and other erections on the Property at the full replacement value against loss or damage arising from the Insured Risks. The insurance must be taken from an insurer on the Bank's panel or an insurer acceptable by the Bank. The Assignor must ensure that (i) the Bank's interest is endorsed on the insurance policy as loss payee; (ii) punctual payment of the premium is made on an annual basis; (iii) the automatic renewal of the insurance policy is made throughout the tenure of the Facility; and (iv) the original insurance policy and subsequent renewals are delivered to the Bank;
- (ii) that any monies received under the insurance policy for any loss or damage to the Property will be applied at the Bank's option either towards discharge of the Secured Liabilities or in making good (any shortfall from such loss or damage will be covered by the Assignor) the loss or damage to the Property. Any such monies received by the Assignor will be held on trust for the Bank.
- (iii) to comply with the terms and conditions of any insurance policy relating to the Property. The Assignor will not do, or omit to do anything which will or might cause the insurance policy to become void or voidable or cease to be in full force and effect (whether in whole or in part);
- (iv) that the Bank is authorised but is not obliged to purchase the insurance or renewals (as applicable) if the insurance policy and subsequent renewals are not delivered to the Bank after a reminder notice of at least 14 days has been sent to the Assignor. The Assignor consents to the Bank's purchase of such insurance or renewals (as applicable) where the premiums will be charged to the Facility account(s). The premiums paid will not be refundable even if the Assignor is able to subsequently show that the requisite insurance coverage was taken up. The Assignor must advise the Bank as to the amount to be insured. If not, the Bank will treat the Property as being adequately insured and the Assignor may not hold the Bank liable if the insurance coverage is inadequate;
- (v) that the Bank may retain for its own benefit, any commission or profit paid or allowed to the Bank in respect of the taking out of such insurance as mentioned above;

(c) Outgoings

to punctually pay all outgoings on the Property (such as quit rent, assessments, taxes, charges, etc.) and to furnish the receipt of such payment to the Bank on demand. If the Assignor does not make such payments, the Bank may (but is not obliged to) pay the outstanding outgoings and charge the same to the Facility account. The Assignor must reimburse the Bank for all such payments and until such reimbursement is made, the payments made by the Bank will form part of the Secured Liabilities.

(d) Conditions and Restrictions on the Land

to comply with all express or implied conditions and restrictions imposed upon, relating to or affecting the Property.

(e) Right of Entry

to permit representatives of the Bank (with or without workmen or others) to enter the Property at all reasonable times to view the state of repair and condition of the Land;

(f) Directions

(i) to give to the Bank a copy of any direction, order, notice, permission or proposal affecting the Property or use or value of the Property (“**Direction**”) within four days of receiving such Direction; (ii) to comply immediately with the terms of such Direction, and (iii) to object or make representations against or in respect of such Direction as the Bank may require at the Assignor's cost;

(g) Statutes

(i) to comply with all laws, regulations, orders, ordinance or by-laws and requirements of any competent authority; and

(ii) to obtain all approvals, licences or consents required in relation to the Property.

(h) Indemnity

to keep the Bank fully and effectively indemnified from and against all actions, proceedings, costs, charges, claims, demands, expenses and liabilities (including any taxes and/or legal and other professional fees) which may arise due to any breach, non-observance or non-performance by the Assignor of any covenants or conditions contained in this Assignment or any provisions of the applicable Land Code. This includes indemnifying the Bank for any costs which it incurs for making good any such breach, non-observance or non-performance by the Assignor.

## **11. POWER TO REMEDY**

11.1 If the Assignor fails to perform or observe any covenant or condition contained in this Assignment, the Bank may (but is not obliged to) rectify such failure at the Assignor’s cost such as:-

(a) to enter the Property and to repair and perform other works on the Property as the Bank considers necessary;

(b) to take such steps, give notices, execute and perform works or act in order to comply with any Direction that affects or is likely to affect the Property or its value;

(c) to admit, settle, liquidate, compound or contest any claim or liabilities in relation to the Property in such manner as the Bank reasonably thinks fit (whether or not the Bank is expressly indemnified in this Assignment); and

(d) to make any necessary payment in relation to the Property by charging it to the Facility account.

11.2 No exercise by the Bank of the powers created in this Assignment will make the Bank an assignee in possession.

## **12. EVENTS OF DEFAULT**

12.1 Each of the events set out below is an Event of Default:-

(a) the Borrower or Assignor fails to pay any part of the Secured Liabilities when due;

(b) the Assignor commits any breach or fails to observe or perform any of the covenants or other terms of this Assignment;

- (c) any representation or warranty made or repeated by the Assignor in this Assignment is or proves to be untrue or incorrect when made or repeated with reference to the facts and circumstances existing at such time;
- (d) if the Bank decides that (i) its security under this Assignment is inadequate or in jeopardy, or (ii) any event has occurred which could or might prejudice the Assignor's obligations under this Assignment;
- (e) if the Borrower and/or the Assignor is or are affected by a material change in its or their financial condition which is likely to prejudice its or their ability to fulfill the obligations under the Facility Agreement and/or this Assignment;
- (f) if the Borrower and/or Assignor individually/respectively:
  - (i) is or becomes bankrupt, wound-up, insolvent or commits any act of bankruptcy;
  - (ii) suspends payment of debts;
  - (iii) admits or is deemed to be unable to pay any debts as they fall due;
  - (iv) suffers execution to be levied against any of them;
  - (v) proposes to, or enters into any composition or other arrangement (voluntary or otherwise);
  - (vi) is placed under judicial management or is the subject of an application for an order of judicial management;
  - (vii) has a receiver and/or manager, administrator or similar officer appointed to take over any material part of either of, or both of the Borrower's or Assignor's assets and/or business (as applicable);
  - (viii) has proceedings commenced against any of them individually or together in relation to any reconstruction or adjustment of debts under any law, regulation or procedure; and or
  - (ix) has breached the terms of any court order or judgment or has entered into or proposed to enter into any voluntary arrangement with the Borrower's or Assignor's respective creditors;
- (g) the Borrower or the Assignor is ordered to serve a custodial sentence or dies or becomes of unsound mind;
- (h) an order for compulsory acquisition or requisition of the Property or any part of the Property is made;
- (i) the Property is damaged to the extent that it is, in the Bank's opinion, not tenanted;
- (j) the Property receives a notice of termination or revocation of any guarantee in respect of the Borrower's obligations to the Bank;

- (k) if this Assignment or any of the other Security Documents cannot be perfected or registered or is invalid for any reason;
- (l) the Borrower commits a breach of the Facility Agreement;
- (m) the Borrower and/or Assignor ceases or threatens to cease carrying on business;
- (n) the Borrower and/or Assignor has furnished untrue or misleading financial statements and/or other data required by the Bank; and
- (o) an event or series of events occurs (whether within or outside of Malaysia and whether of a national or international nature) including but not limited to any act of violence, terrorism, hostility, war, emergency, rebellion, revolution, insurrection, usurpation, endemic or epidemic or other calamity which in the Bank's opinion:
  - (i) could or might affect the Borrower's and/or the Assignor's ability or willingness to fully comply with all or any of the Borrower's and/or the Assignor's obligations under any of the Security Documents or make it improbable that the Borrower and/or the Assignor would be able to do so; or
  - (ii) would render it inadvisable or impractical for the Bank to make or continue to make the Facility available or allow any use of the Facility; or
  - (iii) could or might jeopardise the Facility or any of the Bank's security or the Bank's security position.

12.2 If any Event of Default happens, the whole of the Secured Liabilities will become immediately due and payable on demand.

### **13. ENFORCEMENT**

13.1 If an Event of Default happens (but without prejudice to any rights to which the Bank is entitled prior to an Event of Default happening), the Bank may at its discretion exercise its rights under this Assignment or any of the Security Documents or at law, which include but are not limited to:

- (a) the right to enter and take possession of the Property or any part of the Property and to suspend or terminate the licence granted to the Assignor to occupy the Property or any part of it;
- (b) the right to let or lease the Property or any part of the Property for a term of years and rental as considered appropriate under the circumstances;
- (c) the right to sell the Property by public auction or by private treaty, and the right to bid at such public auction;
- (d) the right to sue and institute a civil suit for the recovery of the Secured Liabilities before selling the Property or concurrently with the exercise of any other rights and remedies of the Bank;

AND the Assignor expressly agrees and undertakes to do and execute all acts, deeds and instruments as required by the Bank for such purposes.

13.2 All monies received by the Bank from any proceedings taken under this Assignment will be applied by the Bank as follows:

- FIRSTLY any rents, taxes, assessments, fees, lawful outgoings and other fees due and payable to the relevant authorities in respect of the Property charged to the Bank as security for the Facility;
- SECONDLY any fees, costs, charges, expenses and liabilities incurred by the Bank in the enforcement of this Assignment (including but not limited to Court costs and solicitors' fees, costs, charges and expenses);
- THIRDLY interest then accrued and remaining unpaid in respect of the Facility;
- FOURTHLY principal sum due and remaining unpaid under the Facility;
- FIFTHLY any other outstanding sums due and remaining unpaid under any or all of the Security Documents;
- SIXTHLY any other moneys due and remaining unpaid; and
- SEVENTHLY surplus to the Assignor as the person entitled to such surplus.

PROVIDED ALWAYS THAT if the Bank is of the opinion that the security is not sufficient to settle the Secured Liabilities, payments may be applied by the Bank to account for principal before interest. If the Bank does this, this will not prejudice the Bank's right to receive the full amount it would be entitled to if the original order of payment had been observed.

- 13.3 If the amount received by the Bank after deductions in accordance with the payment order above are insufficient to fully settle the Secured Liabilities, the Assignor is still liable for the deficient amount, on which Interest will continue to be charged.

#### **14. BANK'S LIABILITY**

The Bank is under no obligation to take any steps or institute proceedings for the recovery of any debts and monies due under this Assignment. The Bank will not be liable to the Assignor for any costs, charges, losses, damages, liabilities or expenses for any act or omission of the Bank, its officers, employees or agents in relation to the Property or in connection with this Assignment or the Facility Agreement, except to the extent directly caused by the gross negligence or wilful default of the Bank.

#### **15. PROTECTION OF THIRD PARTIES**

Any purchaser or any other person dealing with the Bank or purchasing the Property from the Bank will not be obliged to make enquiry as to:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Bank is purporting to exercise has become exercisable;

- (c) whether any money is due under this Assignment;
- (d) how any money paid, raised or borrowed will be applied by the Bank; or
- (e) the propriety or regularity of any sale by or other dealings with the Bank or the court.

## **16. POWER OF ATTORNEY**

- 16.1 The Assignor, for valuable consideration and by way of security, irrevocably appoints the Bank, the Bank's manager and/or the officers of the Bank, to be the Assignor's attorney ("**Attorney**") to do, execute, seal and deliver or perfect any deed, assurance, agreement, contract, instrument or act in the Assignor's name and on the Assignor's behalf. This includes but is not limited to the sale, transfer, exchange or disposal of the Property by public auction or by private treaty.
- 16.2 The Assignor undertakes at all times to ratify anything lawfully done or caused to be done by the Attorney in relation to the Property.

## **17. REPRESENTATIONS AND WARRANTIES**

- 17.1 The Assignor represents and warrants to the Bank as follows:
- (a) that this Assignment constitutes legal, valid and binding obligations on the Assignor and are enforceable in accordance with the terms of this Assignment;
  - (b) that the execution, delivery and performance of this Assignment will not:
    - (i) violate any laws, regulations, orders or decrees of any government authority, agency or Court;
    - (ii) violate any mortgage, contract, instrument or other undertaking to which the Assignor is a party to;
    - (iii) result in the creation or imposition of any obligation to create or impose any encumbrance on any of the Assignor's other assets;
  - (c) that all consents, approvals and authorization required or recommended for the execution, delivery, performance, legality and enforceability of this Assignment have been obtained and are in full force and effect, and that all conditions stated in the consent, approval or authorization have been complied with;
  - (d) that the Assignor is not in default of any agreement to which it is a party and no litigation, arbitration or administrative proceedings are currently ongoing or threatened to the extent that it affects the Assignor's solvency or impair its ability to perform its obligations under this Assignment;
  - (e) that the Assignor's title to the Property is now good, valid and subsisting;
  - (f) that any charges, rates and taxes relating to the Property have been paid;
  - (g) that any other terms, covenants, conditions and obligations relating to the Property that the Assignor should perform and observe have been duly performed and observed up to the date of this Assignment (and will be promptly performed and observed after the date of this Assignment);

- (h) that the Assignor has the full and absolute power, right and authority to execute this Assignment and there is no person having priority over the Bank in respect of the Property;
- (i) if the Assignor is a corporation:
  - (i) the Assignor is lawfully incorporated;
  - (ii) the shareholders' or other approvals for execution of this Assignment have been obtained; and
  - (iii) the Assignor is empowered to execute the Assignment under its constitutive documents;
- (j) that this Assignment will remain in force until:
  - (i) the due execution and registration by the Assignor of a first legal charge over the Property in favour of the Bank, or
  - (ii) repayment of all monies due from the Assignor with interest on such monies at the rates provided under this Assignment;
- (k) that all the particulars, declarations and statements furnished and made by the Assignor to the Bank are true, accurate and complete, and do not omit any material facts.

17.2 The Assignor acknowledges that the Bank accepts this Assignment on the basis of and in full reliance upon the representations and warranties in this Assignment, which are correct in all material respects for as long as this Assignment remains in force.

## **18. FURTHER ASSURANCES**

18.1 The Assignor further undertakes to:

- (a) continue to observe, perform and be bound by all conditions, covenants and stipulations contained in the Sale and Purchase Agreement and/or the Construction Agreement and/or the Acquisition Agreement (as applicable); and
- (b) do all acts and things, and execute all deeds and instruments which the Bank may reasonably require for the purpose of effecting and/or completing anything and/or any transaction contemplated in this Assignment.

## **19. COSTS AND EXPENSES**

19.1 The Assignor must pay to the Bank on demand:-

- (a) all costs, fees, disbursements, charges, expenses, taxes and other monies that are in any way connected with or arising out of the Property from time to time (including the Bank's solicitors' costs (on a full indemnity basis), any out-of-pocket expenses and any service or other taxes on such costs and expenses) which the Bank may charge or incur in connection with, including but not limited to:-
  - (i) the preparation, negotiation, execution and delivery of this Assignment and any related documents;

- (ii) the stamping or registration of this Assignment;
  - (iii) any actual or proposed amendment of or waiver or consent under or in connection with this Assignment;
  - (iv) any discharge or release of this Assignment;
  - (v) the exercise (or attempted exercise) of any rights under or in connection with, and the protection, realization and/or enforcement (or attempted protection, realization and/or enforcement) of this Assignment and any related document;
  - (vi) obtaining payment of the Secured Liabilities;
  - (vii) the Borrower and the Property under this Assignment;
  - (viii) dealing with or obtaining advice about any other matter or question arising out of or in connection with this Assignment and/or the Facility Agreement;
  - (ix) the issue of any separate document of title to the Property including after a separate or strata title has been issued in respect of the Property (if applicable);
- (b) all other monies paid by the Bank in perfecting or otherwise in connection with this Assignment or in respect of the Property. This includes but is not limited to all monies expended by the Bank under Clause 11 (*Power to Remedy*).

19.2 Such costs, expenses and other monies:

- (a) will be recoverable from the Assignor as a debt and form part of the Secured Liabilities;
- (b) may be charged to the Facility account or any account of the Assignor; and
- (c) will bear interest accordingly at the prevailing rate as determined by the Bank.

19.3 If and when such account or accounts (current or otherwise) mentioned in Clause 19.2 above is or are closed and a balance is owing to the Bank, the Assignor or the personal representatives of the Assignor (as the case may be) will pay to the Bank such balance with interest at the rate determined by the Bank computed from the time when such balance is ascertained.

## 20. LIEN AND SET-OFF

20.1 The Bank will have a lien on all of the Assignor's assets (movable and immovable) deposited with, or in the possession, custody or control of the Bank or its nominee for as long as the Secured Liabilities remain outstanding and/or are made available to the Borrower.

20.2 The Bank may, without prejudice to any other remedies, at any time and from time to time:

- (a) withhold, combine, consolidate or merge the credit balances in any account (whether investment, current, deposit or of other nature and whether in Ringgit Malaysia or other currency) ("**Aggregate Credit Balance**") held by the Assignor at any of the Bank's branches. If any credit balance is in a currency other than Ringgit, the Bank may withhold an amount in that currency which is a reasonable estimate of the equivalent in Ringgit based on its spot rate of exchange on that day to facilitate the withholding, combination, consolidation and merger of such credit balances; and



- (b) give the Assignor at least seven (7) calendar days' written notice and thereafter debit, transfer and/or set-off the Aggregate Credit Balance against the outstanding amounts under the Facility. If any part of the Aggregate Credit Balance is in a currency other than Ringgit, the Bank will convert that credit balance into Ringgit at its spot rate of exchange on that day.

## **21. SERVICE OF NOTICES AND PROCESS**

- 21.1 Any notice required to be given to the Bank (i) must be in writing; (ii) signed by you; and (iii) will be effective only on receipt by, and evidenced by an acknowledgment of the Bank; or where applicable, are given via channels permitted by the Bank.
- 21.2 Notices, demands and other communications to the Assignor will be sent via any of the following modes and deemed to have been received and served on the Assignor accordingly:
  - (a) if delivered personally, at the time of delivery or despatch;
  - (b) if sent by post, on the seventh (7th) day after posting (which may be by way of insertion into any statement of accounts);
  - (c) if sent by courier, immediately on your acknowledgement on the courier consignment notice;
  - (d) if sent by any forms of instantaneous communication (including e-mail, short message service (SMS) or voice recordings), immediately; or
  - (e) if by publication on the Bank's website or at any of the Bank's branches, on the day of publication.
- 21.3 It will be the Assignor's responsibility to ensure that any notices sent via any of the modes stated above are not read or accessed by any third party. The Bank will not be responsible in any manner for any embarrassment caused or for any loss or damage however arising, by the third party reading or accessing such notices.
- 21.4 The Assignor must give actual notice to the Bank of any change in address via channels permitted by the Bank in order for such change of address to be effective and binding on the Bank.
- 21.5 If there is any change to the Assignor's (i) telephone number(s); (ii) e-mail address(es); and/or (iii) other particulars recorded with the Bank (collectively "**Personal Particulars**"), the Assignor must notify the Bank promptly to ensure that all correspondence and/or communications reach the Assignor in a timely manner.
- 21.6 Any notice that the Bank gives, including any notice of demand for monies lent or advanced by the Bank to the Borrower and/or Assignor may be signed on the Bank's behalf by a director, general manager, manager, assistant manager, officer or by any solicitor of a firm of solicitors acting on the Bank's behalf. If the notice is computer-generated, it need not be signed.

## **22. TRANSFERS**

- 22.1 The Bank may assign or transfer any part of its rights, interests, benefits and obligations under this Assignment to any person if such sale, transfer or assignment does not materially and adversely affect the Assignor's rights under this Assignment or the Facility. The Bank will provide at least seven (7) calendar days' prior notice of any such sale, transfer or assignment to the Assignor.

22.2 The Assignor may not assign or transfer any of its obligations under this Assignment or enter into any transaction which would result in the obligations being passed to another person.

22.3 The Bank is hereby expressly authorised to disclose any information relating to the Borrower, Assignor and/or the Facility to any person or entity to whom the Bank is proposing to transfer or assign or has transferred or assigned this Assignment.

### **23. SUSPENSE ACCOUNT AND APPROPRIATION OF PAYMENTS**

23.1 Any monies received pursuant to any realization of security created in favour of the Bank or recovery action by the Bank may be placed and retained in a suspense account to facilitate a discharge of any obligation due by the Borrower and/or Assignor in relation to the Property. If there is a shortfall from proceeds of the foreclosure or recovery action and there are proceedings in or comparable to bankruptcy, liquidation, composition or arrangement, the Bank may prove for and agree to accept any dividend or composition in respect of such shortfall.

### **24. GOVERNMENT ACQUISITION**

24.1 (a) Without prejudice to Clause 12.1(h), the Assignor must immediately inform the Bank on receipt of any notice of compulsory acquisition on the Property by the government. The Assignor must forward a copy of such notice to the Bank.

(b) The Bank is entitled to engage advisers and agents (including solicitors and valuers) at the Assignor's expense to appear, attend or advise at or on the enquiry, hearing or proceedings relating to the compulsory acquisition of the Property.

(c) All monies received as compensation from the compulsory acquisition of the Property must first be applied in or towards the discharge of the Secured Liabilities under this Assignment. If the Assignor receives the compensation monies, the Assignor must hold such compensation monies received in trust for the Bank.

24.2 If the monies received as compensation from the compulsory acquisition of the Property are insufficient to fully settle the Secured Liabilities (the "**Deficient Amount**"), the Assignor will be liable for the Deficient Amount. The Assignor must immediately pay the Deficient Amount to the Bank and if such payment is not made, interest will continue to be charged on the Deficient Amount in accordance with the Facility Agreement or Letter of Offer.

### **25. TIME OF THE ESSENCE**

Time is of the essence of this Assignment.

### **26. LIENS AND OTHER SECURITIES NOT AFFECTED**

Nothing contained in this Assignment will prejudice or affect any lien to which the Bank is entitled or any other security which the Bank may hold on account of the monies secured under this Assignment. Further, nothing contained in this Assignment will operate to merge, prejudice or affect (i) any bill, note, guarantee, mortgage or other security which the Bank may for the time being have for the Secured Liabilities or any monies that this Assignment intends to secure or (ii) any other right or remedy of the Bank under such bill, note, guarantee or other form of security.

**27. COUNTERPARTS**

This Assignment may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy.

**28. SUCCESSORS BOUND**

This Assignment will be binding upon (i) the heirs, personal representatives, permitted assigns and successors-in-title of the Borrower and/or Assignor, and (ii) the Bank's successors-in-title and assigns.

**29. WAIVER**

29.1 Any delay or omission by the Bank in exercising any right or remedy under this Assignment will not (i) impair such right or remedy or (ii) operate as, or be taken as a waiver of that right or remedy. Further, the Bank's single, partial or defective exercise of any right or remedy under this Assignment does not mean the Bank cannot exercise that right or remedy or any other right or remedy.

29.2 Any waiver, consent or approval of any of the terms of this Assignment will only be effective if given in writing by the Bank. The waiver, consent or approval will only be for the purpose and upon the terms and conditions (if any) stated by the Bank.

**30. RIGHTS AND REMEDIES CUMULATIVE**

The Bank's rights and remedies under this Assignment are cumulative and may be exercised with any rights and remedies provided by law.

**31. SEVERABILITY**

Any provision of this Assignment that is or becomes invalid, void, illegal or unenforceable will only be ineffective to the extent necessary and will not affect or impair the validity, legality and/or enforceability of the remaining provisions of this Assignment. The Assignor agrees, upon any request made by the Bank, to a substitution of any such invalid, void, illegal or unenforceable provision with a valid provision which has as far as possible the same effect.

**32. CERTIFICATE CONCLUSIVE**

Any certificate or statement of account as to the amount due to the Bank which is signed by an officer of the Bank or contained in a document produced by a computer in the ordinary course of its use, will (in the absence of fraud or obvious error), be conclusive evidence that such amount is in fact due and payable.

**33. AMALGAMATION AND RECONSTRUCTION**

The security, liabilities and obligations created by this Assignment will continue to be valid, binding and enforceable for all purposes even if there is a change by amalgamation, reconstruction or otherwise to the constitution of the Bank and/or the Borrower and/or Assignor. Any change affecting the Bank, the Borrower and/or Assignor will not affect the security, liabilities and obligations created under this Assignment.

**34. MODIFICATION AND INDULGENCE**

(a) The Bank may, without affecting this Assignment, grant to the Borrower and/or Assignor any time or indulgence;

- (b) renew any bills, notes or other negotiable securities;
- (c) deal with, exchange, release, modify or abstain from perfecting or enforcing any securities or other guarantees or rights that the Bank may have from or against the Assignor or any other person;
- (d) compound with the Borrower and/or Assignor or guarantor (if any) or any other person;
- (e) vary the terms and conditions of the Facility and/or this Assignment with at least twenty-one (21) days' prior notice for operational expediency and/or to comply with all rules, orders, guidelines and regulations of Bank Negara Malaysia whether such rules, orders, guidelines and regulations are issued before or after the creation of this Assignment and/or for any other reason.

### 35. **DISCLOSURE**

- (a) The Assignor expressly agrees, consents to and authorises the Bank to disclose any information relating to the Facility and the Assignor's affairs or accounts to:
  - (i) the Bank's agents, service providers, auditors, valuers, legal counsel, other professional advisors, any Vendor/Developer/Proprietor/Contractor of the Property and their respective successors-in-title and assigns, any party appointed by Court and any party in an agreement which relates to the Property, whether in or outside Malaysia;
  - (ii) the credit bureau established by Bank Negara Malaysia and other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank;
  - (iii) any financial institutions with which the Assignor has or propose to have dealings;
  - (iv) any insurer on the Bank's panel or an insurer acceptable by the Bank with whom the Bank may choose to take up insurance in relation to the Facility or Property;
  - (v) entities within the corporate group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("**Group Companies**") whether such Group Companies are residing, carrying on business, incorporated or constituted within or outside Malaysia;
  - (vi) the Borrower or any other Security Party;

for facilitating the business, operations, provision of the Facility and related services, performance of the contract and services of or provided by the Bank and/or the Group Companies, as well as to:

- (vii) any tribunal, courts, governmental agencies or bodies or other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank whether in or outside Malaysia in order to comply with any order, demand, request or reporting requirement or for the purposes of litigation or potential litigation involving the Bank as and when required or requested to do so from time to time and at any time;
- (viii) any company and/or organisation that assists or facilitates the processing and/or fulfillment of transactions or instructions that the Assignor has requested and/or given to the Bank;
- (ix) any potential transferee or assignee, with whom the Bank is negotiating for the transfer, assignment and novation of the any rights or obligations under or by reference to the Facility, Assignment and/or Security Documents; and

- (x) such third parties and for the purpose(s) as identified in the CIMB Group Privacy Notice under the heading of 'Disclosure of Your Personal Information' and 'How We Use Your Personal Information' respectively.

The Assignor agrees that the consent given above cannot be withdrawn where such disclosure of the Assignor's information is necessary for the provision of the Facility and/or related services or the performance of the contract with the Borrower and/or the Assignor to comply with contractual requirements or to comply with any legal requirements.

- (b) Disclosure to Group Companies (within Malaysia) may also be for cross-selling of the Bank and/or the Group Companies provided always that disclosure for cross selling purposes shall not be effected if such disclosure is objected by the Assignor.
- (c) The Bank may also disclose the Assignor's information such as name and contact details (excluding the Assignor's affairs or account) to third party business partners and strategic alliance partners for cross selling, marketing and promotional purposes if the Assignor's consent has been obtained.
- (d) However, the Assignor may at any time revoke or withdraw the above mentioned consent to disclosure of information by the Bank to Group Companies (within Malaysia) and to third party business partners and strategic alliance partners for cross selling, marketing and promotional purposes by contacting the Bank at Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan, Tel No: +603 6204 7788.

**36. CLAIM OF SET OFF BY BORROWER AND/OR ASSIGNOR**

Any monies payable by the Assignor to the Bank under this Assignment must be paid in full and free and clear of any set-off or counterclaim against the Bank.

**37. AUCTION**

If the Bank puts the Property up for sale, whether by way of auction or otherwise:

- (a) the Assignor's licence to occupy the Property will be immediately terminated, and the Assignor must deliver vacant possession to the Bank or such other person as the Bank directs; and
- (b) the Bank may purchase the Property and if it does so, may set-off the purchase price to be paid against the Secured Liabilities.

**38. ASSIGNMENT IN ADDITION AND NOT IN SUBSTITUTION**

This Assignment is in addition to and not in substitution of any other rights or securities which the Bank may hold from any guarantee or other instruments given by the Borrower, the Assignor, any guarantor or other person.

**39. NO AGENCY RELATIONSHIP**

Nothing in this Assignment will be construed as creating an agency relationship between the Bank and any solicitors, valuers or professional advisers appointed by the Bank for the purpose of this Assignment.

**40. PRINCIPAL AND SUBSIDIARY INSTRUMENTS**

It is agreed and declared that this Assignment, and the other Security Documents are instruments in one transaction to secure the Secured Liabilities. For the purpose of the Stamp Act 1949, the Facility Agreement is deemed to be the primary or principal instrument whilst this Assignment and the other Security Documents are deemed to be auxiliary or secondary instruments.

**41. FACILITY AGREEMENT AND LETTER OF OFFER INCORPORATED INTO THIS ASSIGNMENT**

All provisions of the Facility Agreement and Letter of Offer will be deemed to be incorporated into and form part of this document (whether such provisions are repeated in this Assignment or not). In the construction or interpretation of this Assignment, if there is any conflict or discrepancy between this Assignment and the Facility Agreement and/or the Letter of Offer, the Facility Agreement and/or Letter of Offer will prevail.

**42. LAW AND JURISDICTION**

This Assignment will be governed by the laws of Malaysia. Parties to this Assignment agree to submit to the exclusive jurisdiction of the Malaysian Courts.

**43. PRIVACY CLAUSE**

43.1 The Borrower and/or Assignor confirm that they have respectively read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at [www.cimb.com.my](http://www.cimb.com.my)) and the clauses herein, as may relate to the processing of their personal information. For the avoidance of doubt, both the Borrower and/or Assignor agree that the said Privacy Notice will be deemed to be incorporated by reference into this Assignment.

43.2 In the event that the Assignor provides personal and financial information relating to third parties, including information relating to his or her next-of-kin and dependents for the purpose of opening or operating their accounts or facilities with the Bank or otherwise subscribing to the Bank's products and services, the Assignor (a) confirms that it has obtained the third parties' consent or is otherwise entitled to provide the information to the Bank and for the Bank to use it in accordance with this Assignment; (b) agrees to ensure that the personal and financial information of such third parties is accurate; (c) agrees to update the Bank in writing in the event of any material change to such personal and financial information; and (d) agrees that the Bank may terminate the Facility should such consent be withdrawn by any of such third parties.

43.3 Where the Borrower and/or Assignor instructs the Bank to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities (e.g. in relation to the prevention of crime). In instructing the Bank and/or the Bank's agents to enter into any such cross-border transaction, the Assignor agrees to such disclosures, on their behalf as well as the others involved in the said cross-border transaction.

43.4 The Bank may, at any time and from time to time now and/or in the future, carry out the necessary reference checks including but not limited to credit reporting/reference checks with credit reporting/reference agencies (including but not limited to the CTOS, Financial Information Service Sdn Bhd.) and/or any other agencies and/or from any financial institutions to enable the Bank to ascertain the Borrower's and/or the Assignor's status as the Bank may require to make any decisions, for example when the Bank needs to (a)

check details in applications for credit and credit-related services or other facilities; (b) manage credit and credit-related accounts or facilities, including conducting reviews of your portfolios; and/or (c) recover debts. The Borrower and/or Assignor (as applicable) will be linked by credit reporting/reference agencies to any other names they use or have used, and any joint and several applicants. The Assignor agrees that the Bank may also share information about them and how they manage their accounts and facilities with relevant credit reporting/reference agencies, and for any of these credit reporting agencies to disclose the Assignor's credit information to its subscribers for purposes of fraud detection and fraud prevention.

- 43.5 Even after the Assignor has provided the Bank with any information, the Assignor will have the option to withdraw the consent given earlier, except where such disclosure of the Assignor's information is necessary for the provision of the Facility and/or related services or the performance of the contract with the Borrower and/or the Assignor to comply with contractual requirements or to comply with any legal requirements.
- 43.6 The Bank reserves the right to amend this clause from time to time at its sole discretion and will provide not less than twenty-one (21) days' prior written notice to the Assignor and place any such amendments on the Bank's websites and/or by placing notices at the banking halls or at prominent locations within the Bank's branches.
- 43.7 For the purposes of this clause, the CIMB Group consists of CIMB Group Holdings Berhad and all its "related companies" as defined in Section 7 of the Companies Act 2016, and jointly controlled companies that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence operating outside Malaysia, and the use of the words "the Bank" and "the Bank's" are to be read as references to the CIMB Group.
- 43.8 This clause will be without prejudice to any other clause in this Assignment which provides for the disclosure of information.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

AS WITNESS the hands of the Attorney of the Bank and the Assignor the day and year first above written.

SIGNED by the abovenamed )  
Assignor in the presence of )

.....

Signed for and on behalf of )  
CIMB BANK BERHAD )  
by its Attorney in the )  
in the presence of: )

.....



I, \_\_\_\_\_, being the Borrower named in this Assignment, hereby acknowledge the terms of this Assignment and covenant to procure the Assignor's compliance with such terms.

SIGNED by the )  
BORROWER )  
in the presence of: - )

.....  
Witness



SCHEDULE 1A

[Financier's Solicitor's letterhead]

Our Ref:  
Your Ref  
Date: [■]

[name of developer]  
[address]

Dear Sirs,

NOTICE OF ASSIGNMENT

Property:  
Title Details:  
Principal Sale & Purchase Agreement: Dated [■]  
Purchaser(s)/Assignee(s):  
Assignee: CIMB Bank Berhad

—

1. We act for CIMB Bank Berhad (“**CIMB Bank**”) which is part financing the purchase of the Property by the Purchaser(s).
2. At the request of the Purchaser(s), by this letter we give you notice pursuant to section 22D of the Housing Development (Control and Licensing) Act 1966 that the Purchaser(s) has/have assigned all rights, title and interests in and to the Property under the Principal Sale & Purchase Agreement to CIMB Bank.
3. We enclose \*a copy of the signed \* and stamped Deed of Assignment between CIMB Bank and the Purchaser(s) dated [■] (“**Deed of Assignment**”);

\* We hereby undertake to deliver a copy of the signed and stamped Deed of Assignment within fourteen (14) days after the same has been stamped.

4. From our records, all sums and outgoings due to you have been settled.
5. Upon issuance of the separate document of title for the above Property, please deliver the original title and the duly executed valid and registrable memorandum of transfer in favour of the Purchaser(s) (or other person stipulated by CIMB Bank in writing) to CIMB Bank, Credit Support Administration, CIMB HUB, Level 13, No. 26, Jalan Sultan Ismail, 50250 Kuala Lumpur.
6. Please acknowledge receipt of this letter by signing and indicating the date of receipt on the duplicate of this letter.

Yours faithfully,

\_\_\_\_\_  
cc: CIMB Bank Berhad

Developer's Acknowledgement

We acknowledge receipt of this Notice of Assignment and we confirm that all sums and outgoings due to us under the Principal Sale & Purchase Agreement up to the date of this acknowledgement have been paid in full.

\_\_\_\_\_  
Name of Developer:

Name of Signatory signing on behalf of Developer:

Date:

\*Delete whichever not applicable.

\*(To delete if inapplicable. Only applicable to direct purchase from developer transactions under Housing Development (Control and Licensing Act) Properties. Lawyers handling the loan documentation to confirm and to do the necessary)

SCHEDULE 1B

[Financier's Solicitor's letterhead]

Our Ref:  
Your Ref  
Date: [■]

[name of Vendor/Developer]  
[address]

Dear Sirs,

NOTICE OF ASSIGNMENT

Property:  
Title Details:  
Principal Sale & Purchaser Agreement: Dated [■]  
\*Vendor(s):  
Purchaser(s)/Assignor(s):  
Assignee: CIMB Bank Berhad

—

1. We, act for CIMB Bank Berhad (“**CIMB Bank**”) which is part financing the purchase of the Property by the Purchaser(s).
2. At the request of the \*Vendor(s)/Purchaser(s), by this letter we give you notice of the following assignments pursuant to section 22D of the Housing Development (Control and Licensing) Act 1966:
  - (a) \*the Vendor's/Assignor's financier has reassigned its rights under the Principal Sale & Purchase Agreement to the Property to the \*Vendor(s)/Purchaser(s); and
  - (b) \*the Vendor(s) has/have assigned their rights under the Principal Sale & Purchase Agreement to the Property to the Purchaser(s); and
  - (c) the Purchaser(s) has/have assigned all of the Purchaser(s)' rights, title and interest under the Principal Sale & Purchase Agreement to CIMB Bank.
3. We enclose the following for your records:
  - (a) \*a copy of signed and stamped Sale and Purchase Agreement between the Vendor(s) and the Purchaser(s) dated [■];
  - (b) \*a copy of signed and stamped Deed of Assignment between Vendor(s) and Purchaser(s) dated [■] (“**First Deed of Assignment**”);

\*We hereby irrevocably undertake to deliver the stamped First Deed of Assignment within fourteen (14) days after the same has been stamped.

  - (c) \*a copy of signed \* and stamped Deed of Assignment between CIMB Bank and Purchaser(s) dated [■] (“**Bank Deed of Assignment**”);

\*We hereby irrevocably undertake to deliver a copy of the signed and stamped Bank Deed of Assignment to you within fourteen (14) days after the same has been stamped.

  - (d) \* a copy of the signed and stamped Deed of Receipt and Reassignment between the \*Vendor(s)/Purchaser(s) and the \*Vendor's/Purchaser's financier dated [■];
4. From our records, all sums and outgoings due to you have been settled.

5. Upon issuance of the separate document of title for the above Property, please deliver the original title and the duly executed valid and registrable memorandum of transfer in favour of the Purchaser(s) (or other person stipulated by CIMB Bank in writing) to CIMB Bank, Credit Support Administration, CIMB HUB, Level 13, No. 26, Jalan Sultan Ismail, 50250 Kuala Lumpur.
6. Please acknowledge receipt of the above by signing and indicating the date of receipt on the duplicate of this letter.

Yours faithfully,

---

cc: CIMB Bank Berhad

#### Developer's Acknowledgement

We acknowledge receipt of this Notice of Assignment and we confirm that all sums and outgoings due to us under the Principal Sale & Purchase Agreement up to the date of this Acknowledgement have been settled.

---

Name of Developer:

Name of Signatory signing on behalf of Developer:

Date:

\*Delete whichever not applicable.

\*(To delete if inapplicable. Only applicable to refinancing or sub-sale transactions under Housing Development (Control and Licensing Act) Properties. Lawyers handling the loan documentation to confirm and to do the necessary.)

**SCHEDULE 2**

(which is to be taken, read and construed as an essential part of this Assignment)

<b>Section</b>	<b>Item</b>	<b>Particulars</b>
1.	<b>The date and year of this Deed of Assignment</b>	Dated the        day of 20
2.	<b>Name, description and address of the assignor/assignors</b>	
3.	<b>Address of the Bank branch</b>	
4.	<b>The date and year of the Sale and Purchase Agreement, Construction Agreement and/or Acquisition Agreement</b>	Dated the        day of 20
5.	<b>Name, description and address of the Vendor/Developer/ Proprietor/Contractor as the case maybe</b>	
6.	<b>Description of the Property</b>	
7.	<b>Name, description and address of the Borrower</b>	
8.	<b>Description of the Facility</b>  <b>The date and year of the Facility Agreement</b>	

9.	<b>The date and year of the Letter Of Offer</b>	
----	---	--