

IMPORTANT NOTICE: The Assignor is advised to read and understand the terms and conditions of this Assignment (“**Terms**”), and if you do not understand any of the Terms, the Assignor is advised to seek CIMB Bank Berhad’s clarification on such Terms before executing this Assignment.

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT (the “**Assignment**”) is made the day and year as stated in **Section 1** of the Schedule hereto between:

- (A) the Party whose name, description and address are stated in **Section 2** of the Schedule hereto (hereinafter referred to as the “**Assignor**”) of the one part; and
- (B) **CIMB BANK BERHAD** (Registration No. 197201001799 (13491-P)), a company incorporated in Malaysia and having its registered office at Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral 50470 Kuala Lumpur and a place of business at the address as stated in **Section 3** of the Schedule hereto (hereinafter referred to as the “**Bank**”) of the other part.

WHEREAS:

- (a) By a Sale and Purchase Agreement (“**Sale and Purchase Agreement**”) dated the day and year as stated in **Section 4** of the Schedule hereto made between a company and/or individual which/whose name, description and address are stated in **Section 5** of the Schedule hereto (hereinafter called the “**Vendor**”) of the one part and the Assignor of the other part, the Vendor agreed to sell and the Assignor agreed to purchase all that property which is more particularly described in the Sale and Purchase Agreement and in **Section 6** of the Schedule hereto (hereinafter referred to as “**the said Property**”) at the price and upon the terms and conditions contained in the Sale and Purchase Agreement.
- (b) The Assignor has acquired rights and/or interest to the said Property by virtue of a construction contract, any other form of agreement or otherwise with the company and/or individual which/whose name, description and address are stated in **Section 5** of the Schedule hereto, which contract/agreement is dated the day and year stated in **Section 4** of the Schedule.
- (c) A separate issue document of title or strata title to the said Property has not as yet been issued by the appropriate authorities.
- (d) By a Letter of Offer (as defined below) issued by the Bank to the Borrower and the Facility Agreement (as defined below) made between the Bank and the Borrower, the Bank has agreed to grant to the Borrower the Facility (as defined below) upon the terms and subject to the conditions in the relevant Transaction Documents (as defined below).
- (e) It is agreed inter alia that any Indebtedness and/or monies or liabilities including interest and expenses chargeable as may now or at any time and from time to time hereafter be due and owing under the Facility by the Assignor or the Borrower to the Bank, shall be secured by this Assignment by way of an absolute assignment of all the rights, title and interest of the Assignor in and to the said Property by virtue of the Sale and Purchase Agreement, any other agreement and/or contract by which the Assignor has acquired any rights and/or interest in the said Property or otherwise, the full benefit granted thereby, all stipulations therein contained and all remedies for enforcing the same.

- (f) It is further agreed that this Assignment shall also secure the repayment of all other moneys, obligations and liabilities whatsoever, whether for principal, interest or otherwise, which may now or at any time or from time to time in the future be due, owing or incurred by the Assignor and or the Borrower to the Bank, whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise, and in whatever name or style and whether on any current or other account including but not limited to any other loan accounts under any other credit facility which may now or hereafter be granted by the Bank to the Borrower and or the Assignor. [Note: Delete if not applicable]
- (g) The Vendor has consented to this Assignment. [Note: To delete if inapplicable. Properties under Housing Development (Control and Licensing) Act do not require the consent of the Developer. Lawyers handling the loan documentation to confirm and to do the necessary.]
- (h) In addition to those words and expressions already defined in the Letter of Offer, Facility Agreement and General Terms and Conditions, the following words and expression shall, unless the context otherwise requires, have the meaning respectively assigned to them hereunder:

“Borrower” the person(s) described in **Section 7** of the Schedule hereto and includes the Borrower's personal representatives, successors-in title, permitted assigns and/or persons deriving title thereunder, as the case may be.

“Facility” the facility or facilities stated in **Section 8** of the Schedule hereto or in the Letter of Offer granted or to be granted by the Bank to the Borrower subject to the terms and conditions of the Transaction Documents and where the context so requires or admits, references to the Facilities shall be construed as a reference to one or more of the Facilities or all the Facilities and “Facility” shall be construed accordingly.

“Facility Agreement” the agreement executed between the Borrower and the Bank on the date stated in **Section 9** of the Schedule hereto relating to the Facility upon the terms and conditions as set out therein, and shall include any variation, amendment or extension thereof or supplement thereto from time to time.

“General Terms and Conditions” the general terms and conditions in respect of the Facility as set out in the Bank's website at www.cimb.com.my/en/business/general-terms-conditions.html.

"Indebtedness" the aggregate of all monies, whether principal, interest, capitalized interest, commission, commitment fees, cost, charges, fees or other monies due, outstanding or payable or agreed to be payable by the Borrower and /or any Security Party to the Bank from time to time whether solely or jointly with any other person and whether as principal or surety and includes all liabilities, obligations and indemnities whether present or future or actual or contingent for the repayment and payment of all or any monies by the Borrower and/or Security

Party in respect of or arising from the Facility and shall include any part thereof.

“Letter of Offer”	the letter of offer issued by the Bank to the Borrower on the date as stated in Section 9 of the Schedule, and includes any supplementals, amendments, variations or additions thereto.
“Security Documents”	the agreements and documents in respect of the Security Interest.
“Security Interest”	any guarantee, mortgage, pledge, lien, right of set-off, sale with right of retention (other than a lien, right of set-off or sale with right of retention arising by operation of law and in the normal course of business), charge (whether legal or equitable, fixed or floating), assignment, debenture, hypothecation, deposit, insurance policy and/or any security interest of any kind (including without prejudice any “hold-back” or “flawed assets” arrangement title retention, assignment or transfer by way of security, sale and lease-back, sale and repurchase on credit terms) and/or any other arrangement having substantially the same legal or economic effect as any of the foregoing, and “secured” shall be construed accordingly.
“Security Party”	any persons presently or in future executing or providing any Security Interest and/or any form of security to the Bank for payment of the Indebtedness, and any reference to the Security Party includes references to any of them.
“Security Documents”	the agreements and documents in respect of the Security Interest.
“Transaction Documents”	the Letter of Offer, the Facility Agreement, the General Terms and Conditions, this Charge, the other Security Documents and such other documents and agreements as may be required by the Bank in relation to the Facility.

NOW THIS ASSIGNMENT WITNESSES as follows:

- (1) The Assignor as beneficial owner of the said Property hereby assigns unto the Bank absolutely all the rights, title and interest of the Assignor in and to the said Property whether by virtue of the Sale and Purchase Agreement, any other agreement and/or contract by which the Assignor has acquired any rights and/or interest in the said Property or otherwise, with full benefit granted thereby, all stipulations therein contained, and all remedies for enforcing the same.
- (2) Despite this Assignment, the Assignor shall and hereby undertakes to continue to observe, perform and be bound by all conditions, undertakings and stipulations expressed and contained in the Sale and Purchase Agreement and/or any other agreement and/or contract assigned to the Bank under this Assignment. The Assignor shall at all times hereafter save harmless and keep the Bank indemnified

against all actions, proceedings, claims, demands, penalties, costs and expenses which may be brought or made against or incurred by the Bank by reason or on account of the non-observance of all or any of the stipulations contained in the Sale and Purchase Agreement and/or any other agreement and/or contract assigned to the Bank under this Assignment.

- (3) The Bank may exercise all or any of the following rights and powers upon default or breach by the Assignor of any term, condition, stipulation and/or undertaking herein provided:
 - (a) to terminate the licence as defined in this Assignment and to take possession of the said Property or any part or parts thereof;
 - (b) to let, lease or demise the said Property or any part or parts thereof for such tenancy or term of years at such rent and generally upon such terms as the Bank in its discretion shall think fit. PROVIDED ALWAYS that the Bank may without prejudice continue to lease the said Property to the present occupants and shall be entitled to the rentals accrued in respect thereof;
 - (c) to sell and/or assign the said Property as the absolute unencumbered owner thereof at such price or prices and in such manner as the Bank shall in its discretion think fit.
- (4) The Assignor hereby agrees to do and exercise all acts, deeds, instruments and things which the Bank may reasonably require or stipulate for the purpose of effecting and/or completing anything and/or any transaction mentioned in this Assignment.
- (5) The Assignor shall in addition to this Assignment execute the power of attorney in favour of the Bank, which power of attorney shall be in form and content acceptable to the Bank. Notwithstanding anything herein, the Assignor hereby irrevocably appoints the Bank as the attorney of the Assignor in the Assignor's name or otherwise, with full powers of substitution, the Assignee and any and every of its officers or such other person or persons as the Assignee may designate, as the Assignor's attorney or attorneys to recover and/or receive from the Vendor, developer or any affected party all sums due to the Assignor in respect of the said Property and this Assignment or otherwise, and/or to issue notice of assignment to the Vendor, developer or such affected party and/or to enforce any rights in respect thereof and give valid receipts, and/or to take such proceedings at the cost and expense of the Assignor, whether by way of action, distress or otherwise as the Bank may in its discretion consider necessary or advisable to enforce any of the said rights, and also to do and perform all whatsoever deeds, matters and things as fully as effectually as the Assignor could itself do, and the Assignor hereby agrees and undertakes at all times hereafter to ratify and confirm all whatsoever acts and deeds the said attorney or attorneys or their substitute or substitutes shall lawfully do under this power of attorney.
- (6) The Assignor agrees and undertakes:
 - (a) that the title to the said Property is valid and subsisting and that any charges rates and taxes relating to the said Property have been paid and any other terms undertakings conditions and obligations relating to the said Property to be performed and observed by the Assignor have been duly performed and observed up to the date hereof and that the Assignor has right and title to assign the said Property in the manner aforesaid free from all encumbrances;
 - (b) to pay the quit rent, assessment, rates and taxes and all other charges payable to Government or to any local authority or statutory body from time to time payable in respect of the said Property [including after a separate or strata title has been issued in respect of the said

Property (if applicable)], contributions and other payments payable by the Assignor as proprietor of the said Property under the Strata Titles Act 1985, the Strata Management Act 2013 or the Land (Subsidiary Title) Enactment 1972 or Strata Title Ordinance 1995 as and when the same shall become due and payable;

- (c) to maintain the said Property in a proper manner and to allow the Bank at all reasonable times to enter upon the said Property to view and inspect the state of maintenance and to keep and maintain the said Property and structure and fixture affixed to the said Property in good and tenable repair and condition PROVIDED THAT if the Assignor shall commit a breach of any of the undertakings contained in this clause it shall be lawful for but not obligatory upon the Bank to make such repairs as deemed necessary PROVIDED THAT in doing so the Bank shall not be deemed to have taken possession of the said Property and all monies so expended shall be repaid by the Assignor on demand or debited to the Assignor's account and charged with interest at the rate prescribed by the Bank, by notice to the Assignor;
- (d) not to alter the said Property or any part thereof or any fixture now or at any time hereafter erected on or affixed to the said Property without the consent in writing of the Bank and will forthwith replace or make good the same in the event of such alteration;
- (e) to comply with and observe all the conditions, restrictions and category of land use expressly or impliedly imposed upon or affecting the said Property or to which the said Property is subject;
- (f) not to transfer, sell, charge or otherwise deal with the said Property or any part thereof or any interest therein or subject the same to any charge, encumbrance, liability or lien or make any application for the alteration of land use or for the imposition of any fresh category of land use in respect of the said Property or for rescission, removal or amendment of any condition or restriction affecting the said Property without the written consent of the Bank;
- (g) not to lease or let out or grant any licence or otherwise howsoever part with the possession or make or accept the surrender of any lease whatsoever of or in respect of the said Property or any part thereof to any person, firms or companies without the consent in writing of the Bank which consent may be given by the Bank on such terms and conditions as the Bank may determine or the Bank may refuse consent, after due consideration by the Bank;
- (h) not to use the said Property or suffer the same to be used for purposes other than those for which the same has been built nor to store or bring upon the said Property any articles of a combustible inflammable or dangerous nature nor to do or permit or suffer to be done anything by reason whereof any policy or policies of insurance may be rendered void or voidable;
- (i) that unless with the prior written consent of the Bank, the Assignor shall not be entitled to initiate, commence, institute and/or maintain in any court or tribunal any action, suit or proceeding against the Vendor, any housing developer, contractor or any other person, in respect of any matter arising out of the Sale and Purchase Agreement, any other agreement and/or contract assigned to the Bank under this Assignment, and/or the said Property;
- (j) to inform the Bank in the event that the said Property or any part thereof shall at any time become the subject matter of or be included in any notice, notification or declaration concerning or relating to acquisition by government or any government authority or any enquiry or proceedings in respect thereof and forward to the Bank a copy or copies of any

notice, notification or declaration as soon as the same shall be delivered to or served on the Assignor. The Bank shall be entitled at the expense of the Assignor to engage such advisers and agents (including solicitors and valuers) as it may think fit for the purposes of appearing or attending at or advising upon any enquiry affecting concerning or relating to any such acquisition. All monies received as compensation for the acquisition of the said Property or any part thereof shall be applied in or towards the discharge or repayment of any monies or liability secured by this Assignment. The Assignor declares that he shall hold all monies so received in trust for the Bank and the Assignor agrees that the Bank may receive and give a good discharge for all such monies;

- (k) to keep the Bank indemnified against all actions, suits, claims, costs and expenses which may be incurred, sustained on account of the non- payment of any property tax, rates, charges, outgoing and impositions in respect of the said Property or any part thereof or the breach or non- performance of the undertakings, obligations and agreements herein contained;
- (l) to provide the Bank with copies of all notices to or from all relevant government authorities relating to the said Property not later than seven (7) calendar days' of the giving or service of such notices by or on the Assignor and to comply with all governmental and other legal requirements and notices whether statutory or otherwise in respect of the said Property;
- (m) to keep the said Property insured against loss or damage by fire, riot, civil commotion, malicious damage and such other risks as the Bank may require up to the full insurable value thereof with an approved insurance company in the joint names of the Assignor and the Bank and will lodge the policy or policies of such insurance with the Bank and will from time to time pay the premium thereon and deliver the receipts for the same to the Bank. PROVIDED ALWAYS where there is a Management Corporation Insurance Policy (with respect to flats, apartments and condominiums), the Bank may accept such insurance over the Said Property;
- (n) the Bank may in its discretion effect, maintain or renew any such insurance in respect of the said Property (referred to in the preceding provisions of this section) against such of the insured risks as the Bank may reasonably determine and any cost and expense so incurred shall be for the account of the Assignor. The Assignor is required to advise the Bank on the amount to be insured on the Said Property and for the purposes of this Assignment and Transaction Documents, the Bank will deem that the said Property is adequately insured and shall not be liable to the Assignor in any event of inadequacy of insurance coverage. In the event of the Bank electing to exercise its powers hereunder, the Assignor will not take out, or if already taken out will forthwith discontinue, any insurance on the said Property in respect of such of the insured risks as have been insured by the Bank,

PROVIDED ALWAYS AND IT IS HEREBY AGREED that if the Assignor shall default in the performance of the agreements and undertakings contained in this Assignment, it shall be lawful for but not obligatory upon the Bank to make good such default or defaults and any and all monies so paid or expended by the Bank together with interest thereon at the rate determined by the Bank from the date of such payment shall on demand be repaid to the Bank and until such repayment shall be deemed to be a sum advanced by the Bank to the Assignor and shall form part of the monies hereby secured.

Save and except at the request or with the consent of the Bank, the Assignor shall not effect or keep on foot any insurance against any risk in respect of the said Property together with any fixtures or structures thereon where the Bank has effected or kept on foot any such insurance as aforesaid.

- (7) The Bank may inspect the said Property for purposes of valuation once every two years. PROVIDED THAT all monies so expended in carrying out any inspection or valuation shall be repaid by the Assignor on demand or be debited to the Assignor's account with the Bank and until repaid in full the same shall carry interest at the rate determined by the Bank from the date such monies were expended and shall form part of the monies hereby secured. PROVIDED HOWEVER that if the Bank shall enter and repair the said Property it shall not be liable as assignee in possession.
- (8) In the event that a separate document of title to the said Property shall be issued by the land authorities, the Assignor shall, at his costs and expenses and upon being so required to do by notice in writing from the Bank, obtain such separate document of title and take a transfer of and execute a charge in the Bank's standard form (with such variations thereof as the Bank may require) over the separate document of title to the said Property in favour of the Bank to secure the repayment to the Bank of the monies hereby secured.
- (9) (a) Upon a sale of the said Property the Bank shall apply the proceeds of sale in the following manner:
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| FIRSTLY | to pay all costs, charges and expenses incurred (including court costs and solicitors' fees) and payments expended or incurred by the Bank in the enforcement of this Assignment or any other Transaction Documents (if any) and any other taxes payable under any written law for the time being in force on the sale of the said Property; |
| SECONDLY | to pay to the Bank all amounts payable under the Transaction Documents and/or this Assignment other than principal and interest; |
| THIRDLY | to pay to the Bank in full, the aggregate accrued but unpaid interest pursuant to the Transaction Documents; |
| FOURTHLY | in or towards payment to the Bank the principal amounts due and remaining unpaid under the Transaction Documents or under the Facility; |
| FIFTHLY | to pay to the person or persons legally entitled thereto the surplus, if any. |
- (b) If the amount realized by the Bank on a sale of the said Property is less than the amount due to the Bank, the Assignor shall be liable to pay to the Bank the difference between the amount due and the amount so realized and until payment will also pay interest on such balance at the rate determined by the Bank, by notice to the Assignor.
- (10) The Bank may at its discretion, for the purpose of facilitating its business, operations, services or such other events or such other things as the Bank may reasonably determine, assign and/or transfer all its rights, interests and obligations or any part thereof to such person or such corporation as it shall deem fit by notice to the Assignor and upon any such assignment or transfer the assignee or transferee shall assume and be entitled to the rights, interest and obligations comprised in the assignment as if the assignee or transferee had been the party to this Assignment in place of the Bank.
- (11) If at any time the Assignor is entitled to the benefit of any insurance monies paid in respect of the said Property whether effected by the Assignor or the Bank, then all the monies received by virtue of such one or more insurance shall if the Bank so requires be applied at its discretion either in

making good the loss or damage in respect of which the monies are received or towards the discharge of all whatsoever monies owing and secured by this Assignment.

- (12) The Assignor acknowledges that in spite of the fact that the Bank shall or may at any time or from time to time hold the said Property as beneficial owner by virtue of this Assignment and/or be registered as the chargee in pursuance of Clause 8 hereof the Assignor shall and hereby expressly agrees and undertakes:
 - (a) to be responsible for and to pay to the Government or any local authority or otherwise all charges, dues and outgoings whatsoever whether by way of fines, premium, assessment, rates, quit rents, stamp duty, registration and any other charges, fees or impositions whatsoever and howsoever payable in respect of the said Property or in connection with the issue of any separate document of title to the said Property; and
 - (b) to indemnify the Bank against all claims, demands, actions, fines, penalties and legal proceedings whatsoever made against or charged or imposed upon the Bank by the Government or any local or other authority or any person body or corporation whatsoever arising from or in connection with any act done or omitted to be done or omission by the Assignor in respect of or pertaining to the said Property.
- (13) Upon repayment to the Bank of all monies secured under this Assignment together with all interest thereon at the rate specified, the Assignor shall be entitled at his costs and expenses (including the Bank's legal fees on a solicitor and client basis to obtain a discharge and release of the said Property from the Bank, such discharge and release to be in such form and content as the Bank shall determine.
- (14) During the continuance of this Assignment the Bank shall have the custody and possession of the original copy of the Sale and Purchase Agreement and/or any other agreement and/or contract assigned to the Bank under this Assignment, and/or any other document or documents evidencing any title to or right in the said Property or any benefit or right annexed or relating thereto.
- (15) Nothing herein contained shall prejudice or affect any lien to which the Bank is entitled or any other securities which the Bank may at any time or from time to time hold for or on account of the monies hereby secured, or operate so as to merge or otherwise prejudice or affect any bills, notes, guarantees, mortgages or other security which the Bank may for the time being have for any money intended to be hereby or otherwise secured or any rights or remedy of the Bank thereunder.
- (16) Despite anything contained in this Assignment, the Assignor shall during the continuance of this Assignment retain possession of the said Property as the licensee of the Bank and it shall deliver immediate vacant possession of the said Property to the Bank or to such person or persons as the Bank may direct in the event that its license to occupy the said Property has been terminated by a written notice by the Bank.
- (17) The Bank may, by notice to the Assignor and without discharging or in any way affecting the security created under this Assignment:
 - (a) determine, vary or increase the amount of Facility or any other form of credit secured under this Assignment and may open and/or continue any accounts and may charge different interest rates and may impose new undertakings;
 - (b) grant to the Assignor or to any other surety or guarantor any time or indulgence;

- (c) deal with exchange release or abstain from perfecting or enforcing any securities or other guarantees or rights the Bank may now or hereafter have from or against the Assignor or any other person;
 - (d) compound with the Assignor or any other person or guarantor, accept payment of the monies due or becoming due or to suspend payment of monies due or becoming due; and/or
 - (e) vary the terms and/or conditions of the Transaction Documents and/or this Assignment.
- (18) No failure or delay or omission on the part of the Bank to exercise any of its rights, powers, privileges or remedies available in relation to any default by the Assignor shall be construed as a waiver thereof or as consent in such default nor shall any action by the Bank in respect of such default or consent in such default affect or impair any right, power, privilege or remedy of the Bank in respect of any other subsequent default.
- (19) This security is hereby expressly declared to be a continuing security (in spite of any intermediate payment or settlement of accounts) for the due payment to the Bank of all such monies and liabilities hereby agreed to be paid or intended to be hereby secured including any expenses and charges arising out of or in connection with the acts or matters referred to in this Assignment together with interest thereon and is to be in addition to and without prejudice to any other security which the Bank may now or subsequently hold in respect of such monies and liabilities. The Bank may at any time give up, deal with, vary, exchange or abstain from perfecting or enforcing any other such security or securities at any time and discharge any party or any of them and realize such security or securities or any of them as the Bank may think fit without in any way affecting or prejudicing the security given hereunder.
- (20) If the Bank shall determine that further or additional security is required from the Assignor to secure the Facility for reasons due to any increase in the liabilities, commitment and/or obligations of the Bank under the Transaction Documents or there has occurred or is likely to occur any dilution, reduction, decrease or failure in any security interest created by the Assignor in favour of the Bank, the Assignor, shall upon receipt of prior written notice from the Bank, the Assignor shall execute in favour of the Bank or as the Bank shall direct, such further legal or other mortgages, charges, debentures, assignments, transfers, agreements or other assurances as the Bank shall require of and on all the Assignor's rights, title and interests in any land or assets or business now belonging to or which may hereafter be acquired by or belonging to the Assignor (including any vendor's lien) and the benefit of all licences held in connection therewith, at the cost of the Assignor.
- (21) In the case of the death of the Assignor and until receipt by the Bank of notice in writing of the grant of probate of the will or administration of the estate of the deceased, any notice or demand by the Bank sent by post to the deceased or his/her personal representatives at the deceased's last known address or as stated herein this Assignment shall for all purposes be deemed to be sufficient notice or demand by the Bank to the deceased and his/her personal representatives and shall be as effectual as if the deceased was still living.
- (22) (a) Any money received hereunder may be placed and kept to the credit of a suspense account for such period as the Bank deems fit pending the determination by the Bank as to how the monies are to be applied in or towards discharge of any money or liabilities secured under this Assignment. Despite any such payment, in the event of any steps, application, petition or order for any voluntary arrangement, judicial management, scheme of compromise, arrangement, reorganization, reconstruction or amalgamation has been made or presented proceedings in or

analogous to bankruptcy, insolvency, winding up or liquidation, the Bank may prove for and agree to accept any dividend or composition in respect of the whole or any part of such money and liabilities in the same manner as if this security had not been created.

- (b) All and any monies received by the Bank towards payment or repayment or prepayment to be appropriated shall be applied by the Bank in accordance with the terms of this Assignment and the Transaction Documents.
- (23) The security, liabilities and/or obligations created by this Assignment shall continue to be valid and binding for all purposes whatsoever in spite of any change by amalgamation, reconstruction or otherwise which may be made in the constitution of the Bank or of any company by which the business of the Bank may for the time being be carried on and shall be available to the company carrying on that business for the time being.
- (24) The security, liabilities or obligations created by this Assignment shall continue to be valid and binding for all purposes whatsoever in spite of any change whether by reason of amalgamation, bankruptcy, death, incorporation, liquidation, winding up or otherwise and the expression "the Assignor" in this Assignment includes the persons for the time being deriving title under the Assignor and it is expressly declared that no change of any sort whatsoever relating to or affecting the Assignor shall in any way affect the security created herein, liabilities and/or obligations created hereunder in relation to any transaction whatsoever whether past present or future.
- (25) The Bank may upon giving not less than seven (7) calendar days' prior written notice to the Assignor, withhold, combine or consolidate all or any of the then existing accounts of the Assignor or held by the Assignor jointly with others (whether it is a deposit, loan or of any other nature whatsoever, whether subject to notice or not and whether in Ringgit Malaysia or in any other currency) in any of the Bank's branches wheresoever situated, and set-off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of any monies, obligations and liabilities of the Assignor and or Security Party and or Guarantor (if any described in the Facility Agreement) to the Bank, whether such liabilities be present, future, actual, contingent, primary, collateral, several or joint. Where such combination, set-off or transfer requires the conversion of one currency into another such conversion shall be calculated at the then prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing the currency for which the Assignor is liable with the existing currency so converted.
- (26) If at any time any provision hereof is or becomes invalid, illegal, or unenforceable in any respect, such provision shall be ineffective to the extent necessary without affecting or impairing the validity, legality, and/or enforceability of the remaining provisions hereof.
- (27) .(a) The Assignor hereby agrees that the Bank is permitted to disclose any information relating to the Security Documents and/or the Assignor's affairs or accounts, to such persons under Schedule 11 of the Financial Services Act 2013 including:
 - (i) Bank Negara Malaysia or other regulatory authorities or enforcement authority or body (governmental or otherwise) under any Applicable Laws in or outside Malaysia;
 - (ii) pursuant to any subpoena or request or order of the courts; and
 - (iii) here disclosure is required or permitted by Applicable Laws.
- (b) The Assignor also agrees, consents to and authorizes the Bank to the above disclosure to:

- (i) any of the Bank's agents, service providers, auditors, legal counsel and/or professional advisors, in or outside Malaysia for facilitating and/or protecting the business, operations, facilities and services provided by the Bank and CIMB Group (as defined below);
 - (ii) any entity within the corporate group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("**CIMB Group**") whether such CIMB Group are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia for facilitating the business, operations, provision of the Facility and/or other related services, and performance of the contract by the Bank and CIMB Group;
 - (iii) 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 potential litigation or litigation involving the Bank as and when required or requested to do so from time to time and at any time;
 - (iv) any financial institution, company and/or organisation that assist or facilitate the processing and/or fulfillment of transactions or instructions that the Borrower and/or Assignor has requested and/or given to the Bank;
 - (v) the Borrower, Syarikat Jaminan Pembiayaan Perniagaan Berhad (Registration No. 200901008332 (851317-W)), Credit Guarantee Corporation Malaysia Berhad (Registration No. 97201000831 (12441-M)) and/or any counterparty to any agreements and/or transactions which may constitute or form the basis of any Security Interest to be provided by the Assignor to the Bank to secure the Facility;
 - (vi) any potential transferee or assignee with whom the Bank is negotiating the transfer, assignment and novation of the rights or obligations under or by reference to the Facility and the relevant Security Document;
 - (vii) any insurer or takaful provider or insurance/takaful broker or direct or indirect provider of credit protection of the Bank or which is required for the maintenance of the Facility and any of the Security Documents; and
 - (viii) agencies including credit reference reporting agencies or governmental agencies or financial institutions for the purpose of conducting searches or credit reference checks on the Borrower and/or the Assignor or any of their respective directors, shareholders, officers or any other person, individual or entity related to and or associated with the Borrower and/or the Assignor.
- (c) The Assignor agrees that such consent given in Clause 27 cannot be withdrawn where such disclosure is necessary for the provision of the Facility secured by the relevant Security Documents or the Bank's performance of the terms and conditions with the Borrower and/or the Assignor or the Bank's compliance with any contractual or legal requirement.
- (d) The Assignor acknowledges that the disclosure by the Bank to CIMB Group may also be for cross selling purposes provided always that **disclosure for cross selling purposes shall not be effected if such disclosure is objected by the Assignor.**

- (28) All fees, costs and expenses incurred hereunder by the Bank including any expenditure incurred in the creation, enforcement and/or preparation of this Assignment or in the giving of any notice or in the making of any demand under pursuant to or in respect of this Assignment (including the Bank's legal fees on a solicitor and client basis) and the stamp duty and fees to which this Assignment is subject to and all other monies whatsoever paid by the Bank shall be payable by the Assignor to the Bank, and if remaining unpaid shall be debited to the Assignor's account with the Bank or to a disbursement/suspense account to be opened by the Bank for the purpose and are secured hereunder.
- (29) If and when the said account or accounts current or otherwise shall be closed either by demand as aforesaid or by the death of the Assignor (or where the Assignor shall be more than one person by the death of any one of them) and a balance shall be owing to the Bank, the Assignor or the personal representatives of the Assignor (as the case may be) will so long as the same or any part thereof shall remain owing pay to the Bank with interest at the rate determined by the Bank computed from the time when such balance shall have been ascertained and the Assignor agrees that the statement of an officer of the Bank as to the amount of such balance, in the absence of manifest error or fraud, shall be final and conclusive.
- (30) This Assignment shall remain in force until such time as it shall be revoked by the due execution and registration by the Assignor of a first legal charge over the said Property in favour of the Bank or until repayment of all monies due from the Assignor with interest thereon at the rate as determined by the Bank.
- (31) Any notice required to be issued shall be in writing and shall be deemed to have been sufficiently served on the Assignor if it notified via the Bank's website, displayed on the Bank's premises, is left at the usual or last known address of the Assignor in accordance with the records kept by the Bank, or at the address abovestated of the Assignor, or sent by ordinary mail to any of such addresses or facsimile or sent by email or other electronic or internet communication including short messaging service (SMS) or such other means as the Bank may determine from time to time. Proof of posting or despatch of any notice or communication to the Assignor shall be deemed to be proof of receipt by the Assignor:
- (a) if it is personally delivered, at the time of delivery;
 - (b) in the case of ordinary post, seven (7) days after date of posting (save where such notice or communication is return undelivered to the Bank);
 - (c) if displayed at the Bank's premises and/ or Bank's website, and deemed effective upon such display being made;
 - (d) in the case of an, email or other forms of electronic or internet communication (including short messaging system (SMS) and voice recording, at the time they are sent, or
 - (e) in the case of facsimile, on the Business Day immediately after transmission, provided that the sender has received an answer back confirmation.

No change in the address for service of the Assignor howsoever brought about shall be effective or binding on the Bank unless actual notice in writing of such change has been received by the Bank.

- (32) In this Assignment unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided:

- (a) words importing the masculine gender includes the feminine and neuter genders and vice versa;
 - (b) words in the singular includes the plural and words in the plural include the singular; and
 - (c) words and expressions defined in the Transaction Documents, when used or referred to in this Assignment shall bear the same meaning as that provided for in the Transaction Documents.
- (33) Nothing shall be construed as imputing any agency relationship between the Bank and any solicitors and/or valuers appointed and/or employed to prepare any documentation and/or report and/or to undertake and/or oversee any transaction relating to this Assignment, in such matters, and the Bank shall not be liable for any acts and/or omissions of such solicitors and/or valuers.
- (34) This Assignment shall be binding upon the heirs, personal representatives and permitted assigns of the Assignor and on the successors in title and assigns of the Bank.
- (35) It is hereby agreed that this Assignment and the other Transaction Documents are instruments in one transaction to secure the repayment of the Facility, and for the purpose of Section 4(3) of the Stamp Act 1949, the Facility Agreement is the Principal Instrument and this Assignment is the Secondary Instrument.
- (36) It is expressly agreed that the terms and/or conditions of the Letter of Offer, the Facility Agreement and the General Terms and Conditions are deemed to be incorporated into and form part of this Assignment. In the case of any inconsistency, this Assignment shall prevail.
- (37) PRIVACY CLAUSE (FOR CORPORATE ASSIGNOR) WHERE THE ASSIGNOR IS A CORPORATION (INCLUDING BUT NOT LIMITED TO THE ENTITIES FALLING WITHIN THE DEFINITION OF "CORPORATION" DEFINED IN THE COMPANIES ACT 2016) THIS CLAUSE SHALL APPLY.

The Assignor hereby irrevocably consents and authorises, and confirms that it has duly obtained the consent and authority of its directors, shareholders, officers, guarantors, security providers, business partners, subsidiaries, associated companies and/or any other person, individual and/or entity related to or associated with the Assignor as determined by the Bank (hereinafter referred to either singly or collectively as "**Relevant Person**"), for the Bank:

- (a) to be provided with information as may be required by the Bank for processing pursuant to the Personal Data Protection Act 2010 including for use in accordance with relevant terms and conditions and for the purpose of the Facility / account;
- (b) to carry out the necessary reference checks including but not limited to credit reference/reporting checks with credit reference/reporting agencies, including but not limited to Central Credit Reference Information System (CCRIS), Financial Information Services Sdn Bhd (FIS) and/or any other agencies and/or from any financial institution and to provide to such aforesaid party(s) with the required information requested to enable the Bank to ascertain the status of the Assignor and its Relevant Person as may be required by the Bank for the purposes of the grant and/or continued maintenance of the Facility/account; recovery of debts owing under the Facility/ account; any purpose related to or in connection with Facility/ account under this Assignment; and/or for any other purposes that is required or permitted by law, regulations, guidelines and/or relevant regulatory authorities; and

- (c) to disclose the said Relevant Person's personal information to the classes of parties described in the CIMB Group Privacy Notice (which is available at www.cimbbank.com.my and www.cimbislamic.com),

at the Bank's discretion, without further reference to the Assignor and/or its Relevant Person. The Assignor agrees to update the Bank in writing should there be any change to the personal and financial, credit information relating to the said Relevant Person. Should the said consent and/or authority be subsequently revoked by any of the said Relevant Person, the Bank shall have the right to terminate the Facility/ close the account.

The Bank reserves the right to amend this clause from time to time at the Bank's discretion and shall provide prior notification to the Assignor in writing 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.

This clause shall be without prejudice to any other clause in this Assignment which provides for the disclosure of information.

(38) PRIVACY CLAUSE (FOR NATURAL PERSONS) WHERE THE ASSIGNOR ARE INDIVIDUALS (INCLUDING BUT NOT LIMITED TO SOLE PROPRIETOR, PARTNERSHIPS, REGISTERED BUSINESSES AND ASSOCIATIONS)

The Assignor hereby confirm that the Assignor has read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at www.cimbbank.com.my and www.cimbislamic.com) and the clauses herein, as may relate to the processing of the Assignor's personal information. For the avoidance of doubt, the Assignor agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Assignment.

In the event the Assignor provides personal and financial information relating to third parties, including information relating to the Assignor's next-of-kin and dependents (where the Assignor is an individual) or information relating to its directors, shareholders, officers, individual guarantors and security providers (where the Assignor is a corporation), for the purpose of opening or operating the Assignor's account(s)/Facility with the Bank or otherwise subscribing to the Bank products and services, the Assignor

- (a) confirm that the Assignor has obtained their consent or is otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with this Assignment;
- (b) agree to ensure that the personal and financial information of the said third parties is accurate;
- (c) agree to update the Bank in writing in the event of any material change to the said personal and financial information; and
- (d) agree to the Bank's right to terminate this Assignment should such consent be withdrawn by any of the said third parties.

Where the 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 in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank

and/or the Bank's agents to enter into any cross-border transaction on behalf of the Assignor, the Assignor agrees to the above said disclosures on behalf of the Assignor and others involved in the said cross-border transaction.

The Bank may carry out the necessary reference checks including credit reporting/reference checks with credit reporting/reference agencies, including but not limited to CCRIS, FIS and/or any other agencies and/or from any financial institution to enable the Bank to ascertain the Assignor's status as may be required to help make decisions, for example when the Bank need to (a) check details on applications for credit and credit-related or other facility; (b) manage credit and credit-related accounts or facility, including conducting reviews of the Assignor's portfolio(s); recover debts; and/or any purpose related to or in connection with the account/Facility under this Assignment. The Assignor will be linked by credit reporting/reference agencies to any other names the Assignor use or have used, and any joint and several applicants. We may also share information about the Assignor and how the Assignor manages the Assignor's account(s)/Facility with relevant credit reporting/reference agencies.

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 or the Bank's performance of the contract with the Assignor or to comply with contractual requirements or to comply with any legal requirements. .

The Bank reserves the right to amend this clause from time to time at the Bank's discretion and shall provide prior notification to the Assignor in writing 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.

For the purposes of the Privacy Clause (For Corporate Assignor) and Privacy Clause (For Natural Persons), 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.

This clause shall be without prejudice to any other clause in this Assignment which provides for the disclosure of information.

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 presence of)

ENDORSEMENT OF VENDOR'S CONSENT*

We, _____ DO HEREBY CONSENT to the foregoing Deed of Assignment which was intimated to us by delivery of a true copy thereof and which has been duly noted in my/our records.

We confirm that we have taken and are taking all reasonable steps to obtain a separate issue document of title to the said Property.

We undertake to deliver to CIMB Bank Berhad (the “**Bank**”) at its branch _____ or at any address as advised by the Bank to us or to the Bank’s Solicitors (if so advised by the Bank), the separate Document of Title or strata title to the said Property upon issue thereof together with the registrable Transfer in favour of the Assignor and any other documents as shall be incumbent upon us to produce to secure the registration of the Assignor as the registered proprietor of the said Property.

Dated this _____ day of _____, 20____

SIGNED by _____)

For and on behalf of _____)

In the presence of _____)

*(To delete if inapplicable. Properties under Housing Development (Control and Licensing) Act do not require the consent of the Developer. Lawyers handling the loan documentation to confirm and to do the necessary.)

ENDORSEMENT OF PROPRIETOR'S CONSENT*

We, _____ DO HEREBY CONSENT to the foregoing Deed of Assignment which was intimated to us by delivery of a true copy thereof and which has been duly noted in my/our records.

We confirm that we have taken and are taking all reasonable steps to obtain a separate issue document of title to the said Property.

We undertake to deliver to CIMB Bank Berhad (the "**Bank**") at its branch _____ or at any address as advised by the Bank to us or to the Bank's Solicitors (if so advised by the Bank), the separate Document of Title or strata title to the said Property upon issue thereof together with the registrable Transfer in favour of the Assignor and any other documents as shall be incumbent upon us to produce to secure the registration of the Assignor as the registered proprietor of the said Property.

Dated this _____ day of _____, 20____

SIGNED by _____)

For and on behalf of _____)

In the presence of _____)

*(To delete if inapplicable. Lawyers handling the loan documentation to confirm and to do the necessary.)

SCHEDULE

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

Section	Item	Particulars
1	The date and year of this Deed of Assignment	
2	Name, description and address of the Assignor	
3	Name, description and address of the place of business (Branch) which issues the Letter of Offer	
4	The date and year of the Sale and Purchase Agreement, construction contract and/or any other agreement giving rights and/or interest to the Said Property	
5	Name, description and address of the Vendor / Developer / Proprietor / Contractor	
6	Description of the Said Property	
7	Name, description and address of the Borrower	

Section	Item	Particulars
8	Description of the Facility	
9	The date and year of the Letter of Offer and the Facility Agreement	

FOR THIRD (3RD) PARTY ASSIGNMENTS ONLY

I, _____ being the Borrower names in this Assignment, hereby unconditionally agree and consent to the terms herein, agree and undertake to be bound by the terms herein, and further undertake to procure the compliance of such terms.

Borrower

Name :

NRIC No. :