

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

between

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

CIMB INVESTMENT BANK BERHAD (Company Registration No. 18417-M), a company incorporated in Malaysia pursuant to the Companies Act 1965 and licensed under the Financial Services Act 2013 as a licensed bank and having its registered office at Level 17, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur (hereinafter referred to as "the Bank") of the other part.

WHEREAS:-

- (a) By a 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 4 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 5 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) A separate issue document of title or strata title to the said Property has not as yet been issued by the appropriate authorities.
- (c) 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 as more particularly provided for in the Loan Agreement and/or Facility Agreement (hereinafter referred to as "the Facility" and "the Loan Agreement" respectively and as specified in Section 7 of the Schedule hereto) by the Assignor or the Borrower specified in Section 6 of the Schedule hereto to the Bank, should be secured by this Deed of 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.

- (d) The Vendor has consented to this Assignment. (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)

NOW THIS DEED OF 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. Notwithstanding this Assignment, the Assignor shall and hereby undertakes to continue to observe, perform and be bound by all conditions, covenants 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 shall be entitled to exercise all or any of the following rights and powers without ascertaining whether any default has arisen or not:-
 - (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 absolute 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 absolute discretion think fit.
4. The Assignor shall and hereby expressly agrees, covenants and undertakes to do and exercise all acts, deeds, instruments and things which the Bank may 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.
6. The Assignor agrees and undertakes:-
- (a) that the title to the said Property is now good, valid and subsisting and that any charges rates and taxes relating to the said Property have been paid and any other terms covenants 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 good 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 whatsoever 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 or the Land (Subsidiary Title) Enactment 1972 or other similar Act 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 tenantable repair and condition PROVIDED THAT if the Assignor shall commit a breach of any of the covenants 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 debit to the Assignor's account and charged with interest at the rate prescribed by the Bank;

- (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 as well as the provisions of any Act of Parliament Ordinance or Enactment for the time being in force and of any rules or order made thereunder;
- (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 or refused without assigning any reason therefor or on such terms and conditions as the Bank deems fit;
- (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 covenants, 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) 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)(i) 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.
- (m)(ii) Without prejudice to the preceding provisions of this section (and whether or not the Assignor shall be in default) it is agreed that if the Bank shall in its absolute discretion consider it desirable or expedient the Bank shall be at liberty but not obligated and is hereby expressly authorised by the Assignor to effect, maintain or renew any such insurance in respect of the said Property against such of the insured risks as the Bank may think fit and any cost and expense so incurred shall be for the account of the Assignor. In such a case the Assignor is required to advise the Bank on the amount to be insured failing which the Bank will deem that the said Property is adequately insured and the Assignor will not hold the Bank liable in any event of inadequacy of insurance coverage. The Borrower undertakes that 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 Assignor hereby authorizes the Bank its employees and/or agents to 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:-
 - FIRSTLY to pay any arrears of quit rents, rates, assessment and other lawful outgoings due in respect of the said Property and all other taxes of whatsoever nature payable in respect of such sale pursuant to any written law for the time being in force and all other costs and expenses of or occasioned by the sale of the said Property;
 - SECONDLY to pay to the Bank all interest and other charges and expenses accrued and remaining unpaid with the Bank;
 - THIRDLY to pay to the Bank all principal monies or the balance thereof outstanding with the Bank;

FOURTHLY to pay to the person or persons legally entitled thereto the surplus, if any.

PROVIDED ALWAYS that if the Bank shall be of the opinion that the security may prove deficient, payments may be made to the Bank on account of principal before interest but such alteration in the order of payment shall not prejudice the right of the Bank to receive the full amount to which it would have been entitled if the primary order of payment had been observed or any lesser amount which the sum ultimately realized from the security may be sufficient to pay.

- (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.
10. The Bank may at its absolute discretion at any time without the prior consent of the Assignor 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 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 and whether or not the Assignor or the Bank is liable under this Assignment, then all the monies received by virtue of such one or more insurance shall if the Bank so requires be applied at its absolute 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 notwithstanding 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 covenants 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 any person whomsoever 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 costs of the solicitors acting for the Bank) 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 in the circumstances consider appropriate.
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 appurtenant or relating thereto or in any way connected therewith.
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. Notwithstanding anything contained in this Assignment, it is hereby declared that the Assignor shall during the continuance of this Assignment retain possession of the said Property as the licensee of the Bank and by no other right 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 at all times without discharging or in any way affecting the security created under this Assignment and without notice to the Assignor at any time: -
 - (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 covenants;
 - (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 Loan Agreement 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 acquiescence in such default nor shall any action by the Bank in respect of such default or acquiescence 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 (notwithstanding 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 and without further reference to the Assignor 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. The Assignor shall at any time and when required by the Bank 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, to secure all moneys and liabilities hereby agreed to be paid or intended to be hereby secured, such mortgages, charges, assignments, transfers, agreements or other assurances to be prepared by or on behalf of the Bank at the cost of the Assignor and to contain all such terms and conditions for the benefits of the Bank as the Bank may require or stipulate.
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 so long as the Bank thinks fit without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any money or liabilities secured under this Assignment. Notwithstanding any such payment, in the event of any proceedings in or analogous to bankruptcy, liquidation, composition or arrangement, 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) In addition to the foregoing provisions and notwithstanding the other express provisions of this Assignment, the Assignor hereby irrevocably disables himself when making any payments to the Bank from appropriating such payments towards the Facility and hereby further waives the effect of the provision of Section 60 of the Contracts Act 1950 or any amendment or re-enactments thereof and unreservedly give the right of appropriation of all payments made at all times to the Bank under this Assignment.
23. The security, liabilities and/or obligations created by this Assignment shall continue to be valid and binding for all purposes whatsoever notwithstanding 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 notwithstanding any change whether by reason of amalgamation, bankruptcy, death, incorporation, liquidation, winding up or otherwise howsoever in the name, style, constitution or composition of the Assignor 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 of the same under this Assignment in relation to any transaction whatsoever whether past present or future.
25. The Assignor agrees (and irrevocably authorises the Bank until this Assignment is terminated) that the Bank may at any time, 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) 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 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. The Assignor hereby irrevocably authorizes the Bank to disclose any information relating to this Assignment to any parties liable to settle such of the Assignor's indebtedness and/or the providers of other security now held or to be held by the Bank and to any credit bureau or government agencies established by Bank Negara Malaysia or the Association of Banks of Malaysia.
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 Solicitors' 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 on demand 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 and all covenants and provisions contained in this Assignment and all powers and remedies conferred by law or by this Assignment in relation to the principal sum and interest thereon shall apply.
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 the an officer of the Bank as to the amount of such balance 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. All notices required to be served under this Assignment shall be in writing and shall be sufficiently served on the Bank by being left at its registered office for the time being and on the Assignor if it is left at the usual or last known place

or residence or at the address stated and unless specified otherwise the said notice if sent by ordinary mail shall be deemed to be made when the letter would in the ordinary course of post be determined. Any notice given by the Bank including any notice of demand for monies loaned or advanced by the Bank to the Assignor may be signed on behalf of the Bank by a director, general manager, manager, assistant manager, or by any other officer of the Bank or by any solicitor of firm of solicitors purporting to act on behalf of 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 Loan Agreement, when used or referred to in this Assignment, shall bear the same meaning as that provided for in the Loan Agreement.
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 and declared that this Deed of Assignment, the Loan Agreement and the other Security Documents (if any) are instruments employed in one transaction to secure the all 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 Loan Agreement thereon within the meaning of Section 4 (3) of the Stamp Act 1949, and for the purpose of the said Section the Loan Agreement is deemed to be the primary or principal instrument and this Deed of Assignment and the Security Documents (if any) are deemed to be the auxiliary or secondary instruments.
36. All the provisions of the Loan Agreement shall be deemed to be incorporated into and form part of this Deed of Assignment (whether such provisions are repeated herein or not) subject to such alterations or variations where necessary to make the provisions of this Deed of Assignment consistent with the provisions of such Loan Agreement, and in the event of any conflict or discrepancy between the provisions of the said Loan Agreement and any of

the provisions of this Deed of Assignment, the provisions of the said Loan Agreement shall prevail.

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 INVESTMENT BANK)
BERHAD)
by its Attorney in the)
presence of:-)

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.	Dated the day 20
2.	Name, description and Address of the Assignor.	
3.	The date and year of the Sale and Purchase Agreement, construction contract and/or any other agreement giving right sand/or interest to the Said Property.	Dated the day of 20
4.	Name, description and Address of the Vendor/ Developer/ Proprietor/Contract or	

5.	Description of the Said Property	
6.	Name, description and address of the Borrower	
7.	Description of the Facility The date and year of the Loan Agreement	

FOR 3rd PARTY ASSIGNMENT ONLY

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

.....

Borrower :
(NRIC No.: _____)

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 INVESTMENT BANK BERHAD ("the Bank") at 20th Floor Menara Bumiputra-Commerce 11, Jalan Raja Laut, 50350 Kuala Lumpur.

_____ 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 INVESTMENT BANK BERHAD ("the Bank") at _____ 20th Floor Menara Bumiputra-Commerce 11, Jalan Raja Laut, 50350 Kuala Lumpur, 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 if such consent is required and to do the necessary)