

## POWER OF ATTORNEY

**THIS POWER OF ATTORNEY** given on the day and year as stated in Item 1 of the First Schedule hereto.

### **BY**

The person(s) named and described in Item 2 of the First Schedule hereto ("**the Donor(s)**")

### **TO**

**HSBC BANK MALAYSIA BERHAD (Company No. 127776-V)**, a company incorporated in Malaysia pursuant to the Companies Act, 2016 and licensed under the Financial Services Act 2013 as a licensed bank and having its registered office at No. 2, Leboh Ampang, 50100 Kuala Lumpur and place of business at No. 2, Leboh Ampang, 50100 Kuala Lumpur ("**the Bank**").

### **WHEREAS:-**

- (1) The Bank is granting to the Customer (described in Item 3 of the attached First Schedule), credit facility(ies) up to an aggregate principal sum as evidenced by the ad valorem stamp duty paid on the Facilities Agreement dated XXXXXX from time to time subject to the Donor(s) (inter alia): -
  - (i) creating a Charge over all that piece of property(ies) more particularly described in Item 4 of the First Schedule hereto ("**the Property(ies)**"); and
  - (ii) executing this Power of Attorney in favour of the Bank.
- (2) The Donor(s) has/have created a Charge in Form 16A over the Property(ies) in favour of the Bank on the day and year as stated in Item 5 of the First Schedule hereto ("**the Charge**").

**NOW THIS DEED WITNESSETH** that pursuant to Charge (as originally executed, or as it may be varied or supplemented from time to time) and in consideration of the premises therein and in the other Security Documents contained the Donor(s) hereby appoints the Bank or any of its Attorney or Attorneys (the Bank or any of its Attorney or Attorneys are hereinafter called "**the Attorney or Attorneys**") jointly and every one of them severally as its true and lawful Attorney or Attorneys, as the case may be, (with full power of substitution) for and in the name and on behalf of the Donor(s) to do and execute the following acts, deeds, instruments and things, that is to say:-

- (1) To execute, sign and do all deeds, instruments, acts and things whatsoever, which shall be necessary for the purpose of carrying out any obligations declared or imposed upon the Donor(s) by the Charge or for giving to the Bank on the Donor(s)' behalf the full benefit of any of the provisions of the Charge and generally to use the Donor(s)' name in the exercise of all or any of the powers conferred on the Bank by the Charge as well as to enable the Bank to:
  - (i) vary, modify, rectify, amend, supplement, or perfect the Charge and/ or any documents relevant thereto;
  - (ii) register the Charge at the appropriate land office/ land registry; and/or; and
  - (iii) enable the Bank to rectify, complete, rebuild and/or do any acts necessary for the preservation, reinstatement or improvement of buildings thereon the Property without being deemed to have entered into possession.
- (2) To create, execute, register and perfect a new charge in over the Property in favour of the Bank ("the Replacement Charge") if the Bank reasonably thinks that this is needed to protect its interest;

- (3) To perform any and all whatsoever acts, execute and deliver or otherwise perfect any and all whatsoever deeds, instruments, agreements to give effect to the powers and rights of the Bank under the Charge or the Replacement Charge;
- (4) The Donor(s) hereby declare(s) that the power hereby created being given for valuable consideration shall be irrevocable for so long as the Charge or the Replacement Charge, as the case maybe, shall remain in force; and
- (5) The Donor(s) hereby undertake(s) to ratify whatever the Attorney or Attorneys under the power in that behalf hereinbefore contained may do or purport to do by virtue of this Power of Attorney; and
- (6) The Donor(s) acknowledge(s) and confirm(s) that this Power of Attorney is in addition and without prejudice to any other security documents relating to the grant of the Facilities; and
- (7) This Power of Attorney shall bind the Donor(s)' heirs, personal representatives, liquidators, receivers, successors in title and permitted assigns as the case may be and shall inure to the benefit of the Bank and the Bank's successors and assigns; and
- (8) The expressions used in this Power of Attorney shall have, unless repugnant to the context, the same meanings as defined in the Charge.

*(the remainder of this page is intentionally left blank)*

**IN WITNESS WHEREOF** the Donor(s) has/have hereunto set his hands and seal the day and year as stated in Item 1 of the First Schedule hereto.

The Common Seal of )  
the Donor(s) was hereunto affixed )  
in the presence of: )

\_\_\_\_\_  
Director:  
Name:  
NRIC No.:

\_\_\_\_\_  
Director:  
Name:  
NRIC No.:

I, \_\_\_\_\_ an Advocate and Solicitor of the High Court in Malaya practising at Kuala Lumpur hereby certify on this \_\_\_\_\_ the Common Seal of \_\_\_\_\_ (**Company No.** \_\_\_\_\_) was duly affixed to the above written instrument in my presence in accordance with the regulations of the said company.

Witnessed my hand

**THE FIRST SCHEDULE**

(to be read taken and construed as an integral part of this Power of Attorney)

<b>Item</b>	<b>Matters</b>	<b>Particulars</b>
1	The day and year of this Power of Attorney	
2	The name(s) and description(s) of the Donor(s)	
3	The name and description of the Customer	
4	The description of the said Property(ies)	
5	The day and year of the Charge	

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DATED THE            DAY OF

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**POWER OF ATTORNEY**

FROM

**(COMPANY NO.            )**  
("the Donor(s)")

IN FAVOUR OF

**HSBC BANK MALAYSIA BERHAD**  
**(Company No. 127776-V)**  
("the Donee")

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