

## 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 Section 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 includes its successors in title and assigns ("**the Bank**").

### **WHEREAS:-**

- (1) The Bank is granting to the Customer (as described in Item 3 of the attached First Schedule), facility(ies) of up to the total sum as stated in the Facility Agreement as described in Item 4 of the First Schedule hereto ("**the Facilities**") subject to the Donor(s) (inter alia): -
  - (i) entering into a Deed of Assignment ("**the Deed of Assignment**") with the Bank where the terms and conditions of the Facilities are to be set out and the Donor(s) assigning to the Bank all the Donor(s)' rights, title and interest in the property more particularly described in Item 5 of the First Schedule hereto ("**the Property**") under and by virtue of the Sale and Purchase Agreement as described in Item 6(a) of the First Schedule hereto ("**the Sale and Purchase Agreement**") and where applicable, any other agreement affecting the Property as more particularly described in Item 6(b) of the First Schedule hereto ("**the Related Agreements**"); and
  - (ii) executing this Power of Attorney hereby created.
- (2) The Donor(s) has/have on the day and year as stated in Item 7 of the First Schedule hereto entered into the Deed of Assignment.

**NOW THIS DEED WITNESSETH** that pursuant to the Deed of Assignment (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 appoint(s) 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 deal with the Property in any manner whatsoever including without limitation, the power to accept and take delivery of the separate /strata title to the Property from any relevant person or authority upon issuance thereof, to execute and accept the Memorandum of Transfer of the Property and to take a transfer of the Property on behalf of the Donor(s) and to execute, deliver and perfect the charge in favor of the Bank under the National Land Code 1965 (or any other applicable forms under any land code or legislation similar in purpose and effect) over the Property ("**the Charge**") and to enforce all rights, title and interest of the Donor(s) and remedies under the Sale and Purchase Agreement and the Related Agreements and to do all other things as fully and effectually as the Donor(s) could do himself in connection therewith.
- (2) To transfer, assign, charge, sell, let, lease or demise the Property or any part thereof and the full and entire benefit of the Sale and Purchase Agreement and the Related Agreements together

- (3) with all rights title and interest of the Donor(s) therein and to do all whatsoever acts, and execute all whatsoever documents to give effect to such transfer, assignment, charge, sale, letting, leasing, demising or dealing on any sale by the Attorney or Attorneys of the Donor(s)'s rights title and interest in the Property under the power of sale conferred on the Attorney or Attorneys under the provisions of the Deed of Assignment and to give good receipt for the purchase moneys received and also to do and perform all whatsoever acts, matters and things necessary or expedient for the registration of such instruments or documents as fully and effectually as the Donor(s) could do himself if the Donor(s) was/were personally present with power for the Attorney or Attorneys to substitute and appoint one or more Attorneys under him for all or any of the purposes aforesaid as he shall think fit.
- (4) 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 Deed of Assignment and (if applicable) the Charge or for giving to the Bank on the Donor(s)'s behalf the full benefit of any of the provisions of the Deed of Assignment and (if applicable) the Charge and generally to use the Donor(s)'s name in the exercise of all or any of the powers conferred on the Bank by the Deed of Assignment and (if applicable) the Charge as well as to 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.
- (5) 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 Deed of Assignment and (if applicable) the Charge;
- (6) And the Donor(s) hereby declare(s) that the power hereby created being given for valuable consideration shall be irrevocable for so long as the Deed of Assignment shall remain in force or (as the case maybe) the Charge shall have not been discharged.
- (7) And 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.
- (8) 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.
- (9) 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.
- (10) The expressions used in this Power of Attorney shall have, unless repugnant to the context, the same meanings as defined in the Deed of Assignment.

*(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.

if assignor is a RCC / company>

*For Corporate Chargor*  
The COMMON SEAL of the Chargor        )  
was hereunto affixed                        )  
in the presence of:                            )

.....	.....
Director	Director/Secretary
Name:	Name:
IC No.:	IC No.:

if assignor is RCA /RCB / sole-prop / partnership/ individual>

Signed by the Assignor                        )  
in the presence of:                            )  
  )

.....	.....
Name:	Name:
IC No.:	IC No.:

I, \_\_\_\_\_ an Advocate and Solicitor of the High Court in Malaya practicing 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.

Witness 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 Facilities	
5	The description of the said Property	
6(a)	The day and year of the Sale and Purchase Agreement	
6(b)	The day and year of each of the Related Agreements	
7	The day and year of the Deed of Assignment	