

NO. RUJUKAN FAIL:

Dated this day of 20

BETWEEN

**THE PERSON STATED UNDER SECTION 1 OF THE FIRST SCHEDULE HERETO
("ASSIGNOR")**

AND

**LEMBAGA PEMBIAYAAN PERUMAHAN SEKTOR AWAM
(THE PUBLIC SECTOR HOME FINANCING BOARD)
("ASSIGNEE")**

DEED OF ASSIGNMENT (BY WAY OF SECURITY)

Table of Contents

1.	DEFINITIONS AND INTERPRETATIONS.....	2
2.	INCORPORATION OF TERM.....	5
3.	ABSOLUTE ASSIGNMENT	5
4.	REPRESENTATIONS AND WARRANTIES	6
5.	COVENANTS	7
6.	EVENTS OF DEFAULT	9
7.	CROSS DEFAULT	12
8.	TAKAFUL PLAN/INSURANCE POLICY ON THE PROPERTY	12
9.	ASSIGNEE'S RIGHT TO COMMENCE FORECLOSURE AND LEGAL PROCEEDINGS CONCURRENTLY.....	13
10.	APPLICATION OF PROCEEDS	13
11.	REASSIGNMENT	14
12.	POWER OF ATTORNEY	14
13.	AGREEMENT IN FORCE	14
14.	ASSIGNMENT	14
15.	MODIFICATION AND INDULGENCE	14
16.	COSTS AND STAMP DUTY	15
17.	DISCHARGE OF SECURITY	15
18.	COMPULSORY ACQUISITION	15
19.	SERVICE OF NOTICE/LEGAL PROCESS	16
20.	LEMBAGA PEMBIAYAAN PERUMAHAN SEKTOR AWAM SCHEME	16
21.	SUCCESSORS BOUND	17
22.	INVOLUNTARY LOSS.....	17
23.	DECLARATION FOR THE FACILITY	17
24.	TIME.....	17
25.	SEVERABILITY.....	17
26.	DISCLOSURE.....	18
27.	INDEMNITY.....	18
28.	WAIVER.....	18

29.	APPLICABLE LAW	19
30.	NON-CONTRAVENTION OF THE MALAY RESERVATION ENACTMENT/ LAND CODES	19
31.	PERSONAL DATA PROTECTION ACT 2010	19
32.	RECONSTRUCTION OF THE ASSIGNEE	19
33.	CHANGES IN CIRCUMSTANCES	19
34.	ILLEGALITY	20
35.	CUMULATIVE REMEDIES	20
36.	EXPENDITURE INCURRED BY THE ASSIGNEE FOR AND ON BEHALF OF THE ASSIGNOR	20
37.	DEBIT	20
38.	VARIATION OF TERMS	20
39.	EFFECTIVE DATE	20
40.	FORCE MAJEURE	21
41.	CERTIFICATE OF INDEBTEDNESS	21
42.	ALL PAYMENTS RECEIVED TO BE PAYMENT IN GROSS	21
43.	ASSIGNOR AS PRINCIPAL DEBTOR	21
44.	INDEPENDENT LEGAL ADVICE	21
45.	SECONDARY INSTRUMENT	22
	EXECUTION PAGE	
	ATTESTATION	
	FIRST SCHEDULE	
	ACKNOWLEDGEMENT TO ASSIGNMENT BY THE PROPRIETOR	
	ACKNOWLEDGEMENT TO ASSIGNMENT BY THE DEVELOPER	

**DEED OF ASSIGNMENT
(BY WAY OF SECURITY)**

THIS DEED OF ASSIGNMENT (hereinafter referred to as “**this Assignment**”) is made between the party(ies) whose name and description are stated in Section 1 of the First Schedule hereto (hereinafter called “**the Assignor**”) of the first part AND **LEMBAGA PEMBIAYAAN PERUMAHAN SEKTOR AWAM (THE PUBLIC SECTOR HOME FINANCING BOARD)**, a statutory body incorporated in Malaysia under the Akta Lembaga Pembiayaan Perumahan Sektor Awam 2015 (Public Sector Home Financing Board Act 2015), with its address at Perbendaharaan Malaysia, No. 9, Kompleks Kementerian Kewangan, Persiaran Perdana, Presint 2, Pusat Pentadbiran Kerajaan Persekutuan, 62592 Putrajaya (hereinafter called “**the Assignee**”) of the other part.

WHEREAS

- A. The customer who particulars as provided in the Property Sale Agreement (as defined herein) (hereinafter called “**the Customer**”) is an employee of either Government of Malaysia or the state government or a local authority or a statutory body or falls under any other category of eligible persons as set out under Section 23(3) of the Akta Lembaga Pembiayaan Perumahan Sektor Awam 2015 (Public Sector Home Financing Board Act 2015) as amended from time to time including any re-enactment thereof (hereinafter referred to as “**the LPPSA Act**”).
- B. The Customer has applied to the Assignee in its capacity as the financier (hereinafter referred to as “**the Financier**”) and the Financier has agreed to grant or make available and/or continue to grant or to make available to the Customer a financing facility in accordance with the Syariah principle of Al- Bai’ Bithaman Ajil (hereinafter referred to as “**the Facility**”).
- C. By an agreement described in Section 2 of the First Schedule (hereinafter called “**the Sale and Purchase Agreement**”) made between the vendor provided therein, the proprietor provided therein (if applicable) and the purchaser provided therein, the vendor and the proprietor (if applicable) agreed to sell and the purchaser agreed to purchase the property which is more particularly described in Section 3 of the First Schedule (hereinafter called “**the Property**”) for the purchase consideration and upon the terms and conditions contained in the Sale and Purchase Agreement.
- D. The separate document of title in respect of the Property has not been issued by the appropriate authority as at the date hereof and all rights, title and interest and the full an entire benefit of the Property is vested in favour of the Assignor by, under or pursuant to the Sale and Purchase Agreement and the agreement(s) and/or assignment(s) concerning or affecting the Property (hereinafter referred to as “**the Related Documents**”).
- E. By the Property Sale Agreement entered into on the date more particularly provided in the Section 4 of the First Schedule hereto in relation to the Facility (hereinafter referred to as “**the Property Sale Agreement**”) between the Customer of the one part and the Financier of the other part, the Customer agreed to or cause the Assignor to prior to the registration of the Charge (as defined herein) in respect of the Property in favour of the Assignee, to assign all the Assignor’s rights, title and interest to the Property and the full and entire benefit of the Sale and Purchase Agreement and the Related Documents by which the Assignor has acquired the rights and/or interest in the Property or otherwise, the full benefit granted thereby, together with all stipulations therein contained and all remedies for enforcing the same to the Assignee as security for the Indebtedness (as defined in the Property Sale Agreement) .
- F. The Assignor shall, pursuant to this Assignment, assign all the Assignor’s rights, title and interest in the Sale and Purchase Agreement and the Related Documents to the Assignee as security of the Indebtedness.

- G. The Assignor shall obtain the consent in writing from the proprietor/the developer or procure the proprietor/the developer to acknowledge the Assignment herein, whichever is applicable.

NOW THIS DEED WITNESSETH as follows:-

1. DEFINITIONS AND INTERPRETATIONS

1.1 DEFINITIONS

- (a) Except where the context otherwise requires, or unless this Assignment otherwise provides, all words and expressions defined in the Property Sale Agreement when used or referred to in this Assignment shall have the same meanings as that provided for in the Property Sale Agreement.
- (b) Similarly, wherever applicable, the provisions of this Assignment shall be interpreted in the same manner as the provisions of the Property Sale Agreement would be interpreted. The following words and expressions shall, unless the context otherwise requires, have the meaning respectively assigned to them hereunder:

“Acts”	:	Means the National Land Code (Act 56 of 1965) of Peninsular Malaysia, Sarawak Land Code (Cap. 81) and Sabah Land Ordinance (Cap. 68), the Land (Subsidiary Title) Enactment 1972, the Labuan Native Title Act 2007, the Strata Titles Act 1985 and the Strata Titles Ordinance 1995 and includes any statutory amendment or re-enactment thereof;
“Address for Service”	:	(a) the Assignee The Address as stated above. (b) the Assignor The Address as stated in Section 1 of the First Schedule hereto;
“Business Day”	:	Means the day (excluding Saturdays, Sundays and public holidays) on which the Assignee is open for business;
“Charge”	:	Means the legal charge to be registered over the Property in accordance with the National Land Code 1965, the Land Ordinance (Sabah) (Chapter 68 of the Laws of the North Borneo) and the Land Code (Sarawak) (Chapter 81), as the case may be;
“Customer”	:	Shall have the meaning ascribed to it under the Property Sale Agreement;
“Contract Document and/or Renovation Agreement”	:	Shall have the meaning ascribed to it under the Property Sale Agreement;
“Events of Default”	:	Means the committal (whether by acts of commission or omission) by the Customer and/or Assignor or any breach of the terms of this Assignment including the

- happening of any of the events specified in Clause 6.1 hereof;
- “Facility” : Means the financing facility granted by the Assignee as the financier to the Customer;
- “Indebtedness” : Means the Sale Price (remaining due and payable at any time), together with all other sums of moneys howsoever due to Assignee as the financier. A statement in writing signed by a duly authorised officer of the Financier of the Indebtedness of the Customer is a conclusive evidence of the Indebtedness against the Financier;
- “Installment” : Means the monthly installment to be paid by the Customer;
- “Legal Process” : Means the pleadings, all forms of originating process, interlocutory applications of whatever nature, affidavits orders and such documents other than the aforesaid which are required to be served under the Rules of Court, notices required to be given to the other party under the Property Sale Agreement, this Assignment and/or the other Security Documents, documents and correspondence between the parties hereto, notices under the National Land Code, 1965/ the Sarawak Land Code (Cap 81)/ the Sabah Land Ordinance (Cap 68) (as the case may be) and the rules made thereunder;
- “Letter of Offer” : Means the letter of offer made on the day and year stated in the Property Sale Agreement issued by the Assignee as the financier and accepted by the Customer;
- “Property” : Means the parcel of premises as described in the Section 3 the First Schedule hereto and any part or parts of it, including all rights attached or appurtenant to it and all buildings erected or to be erected thereon, fixtures, fittings, plant and machinery from time to time situate on it. It shall include common properties and all other structures or fixtures connected adjacent to and/or relating to the Property and by virtue of the relevant Acts;
- “Related Documents” : Means the documents, other than the title to the Property that vested all rights, title and interest and the full an entire benefit of the Property in favour of the Assignor including but not limited to the Sale and Purchase Agreement and other agreement(s) and/or assignment(s) concerning or affecting the Property;
- “Ringgit Malaysia” and the abbreviation of “RM” : Means the lawful currency of Malaysia;
- “Sale and Purchase Agreement” : Means a sale and purchase agreement made on the date as stated in Section 2 of the First Schedule hereto with regard to the sale and purchase of the Property made between the Assignor and the vendor named therein and where applicable, also the proprietor named therein;

“Sale Price”	:	Means the total sale price to be paid by the Customer to the Financier as stated in the Property Sale Agreement;
“Security Documents”	:	Means this Assignment and any other security documents executed and/or required to be executed as the Financier deems fit hereafter to secure the payment of the Indebtedness and which particulars are set out in the Property Sale Agreement;
“Security Party”	:	Means the Customer and any other party providing security for the Indebtedness; and
“this Assignment”	:	Means this Deed of Assignment and includes any variations mutually agreed between the parties in writing which may be made from time to time.

1.2 INTERPRETATIONS

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 singular number include the plural and vice versa.
- (b) Words importing the masculine gender include the feminine and neuter genders.
- (c) The words “hereof”, “herein”, “hereon”, “hereinafter” and “hereunder”, and words of similar import, when used in this Assignment, shall, where the context requires or allows, refer to this Assignment as a whole and not to any particular provision of this Assignment.
- (d) The expression “the Assignor” includes his personal representatives, heirs and successors in title and the expression “the Assignee” shall include its successors in title, assigns and such other entity in which the Assignee is merged or amalgamated or to which the Assignee's business or undertaking is transferred.
- (e) In this Assignment where there are two (2) or more persons or parties included or comprised in the expression “the Customer” and/or “the Assignor”, agreements, covenants, terms, stipulations and undertakings expressed to be made by and on the part of the Customer and/or the Assignor shall be deemed to be made by or binding upon such persons or parties jointly and severally. Further, the Assignee may release or discharge any one of them from all or any liability or obligation under this Assignment or may make any arrangement or composition with any such person without thereby releasing the other or otherwise prejudicing any of its rights under this Assignment or otherwise.
- (f) References herein to Clauses are references to Clauses in this Assignment unless otherwise specified.
- (g) The headings and sub-headings in this Assignment are inserted for convenience only and are to be ignored when construing the provisions of this Assignment.
- (h) Where an act is required to be done within a specified number of days after or from a specified date, the period is inclusive of and begins to run from the date so specified.

- (i) A period of a month from the happening of an event or the doing of an act or thing shall be deemed to be inclusive of the day on which the event happens or the act or thing is or is required to be done.
- (j) Any reference to statutes and the rules made thereunder includes all amendments which may be enacted from time to time.

2. INCORPORATION OF TERMS

All provisions of the Letter of Offer and the Property Sale Agreement are, whether repeated herein or not, incorporated into and form part of this Assignment and all representations, warranties and covenants made therein by the Customer shall be deemed to have been made by the Assignor and references to the Customer and/or the Security Party in the Property Sale Agreement shall be read as if they were references to the Assignor. Subject to such alterations or variations where necessary to make the provisions of the Letter of Offer and/or the Property Sale Agreement consistent with the provisions of this Assignment, in the event of any conflict or discrepancy between the provisions of the Property Sale Agreement and any of the provisions of this Assignment, the provisions of this Assignment shall prevail for the purposes of interpretation and enforcement of this Assignment and in the event of any conflict or discrepancy between the provisions of the Letter of Offer and any of the provisions of this Assignment, the provisions of this Assignment shall prevail for the purposes of interpretation and enforcement of this Assignment.

3. ABSOLUTE ASSIGNMENT

- 3.1 **IN CONSIDERATION** of the above premises, the Assignor as beneficial owner **HEREBY ASSIGNS ABSOLUTELY** unto the Assignee the full and entire benefits and advantages of the Assignor's present and future rights, title, interests and the full and entire benefit in and to the Property vested in the Assignor by, under or pursuant to the Sale and Purchase Agreement and the Related Documents together with the right of enforcement thereof or thereunder, as security for the payment to the Assignee of the Indebtedness or any part thereof and any monies payable and covenanted to be paid by the Assignor to the Assignee under the Property Sale Agreement which the Assignee hereby accepts and **PROVIDED ALWAYS** and 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 the Related Documents assigned to the Assignee under this Assignment. The Assignor shall at all times hereafter save harmless and keep the Assignee indemnified against all actions, proceedings, damages, penalties, claims, demands, costs and expenses which may be brought or made against or incurred by the Assignee by reason or on account of the non-observance of all or any of the terms and conditions of the Sale and Purchase Agreement, the Related Documents and the Contract Document and/or Renovation Agreement on the part of the Assignor, and on the part of the Customer as contained in the Property Sale Agreement, the Related Documents and the Contract Document and/or Renovation Agreement and the Assignor shall promptly upon a demand being made by the Assignee pay to the Assignee all amounts so paid suffered or incurred by the Assignee. The Assignor shall further indemnify the Assignee against all claims, demands, action, fines, penalties and legal proceedings whatsoever made against or charged or imposed upon the Assignee by the Government or any local or other authority or any person or body or corporation whatsoever arising from or in connection with any act or omission done or omitted to be done by any person whomsoever in or in respect of or pertaining to the Property.
- 3.2 Upon full payment of the Indebtedness and all monies as aforesaid owing to the Assignee, the Assignee shall at the cost of the Assignor reassign to the Assignor the Property and all rights, interests and title under the Sale and Purchase Agreement and Related Documents assigned to the Assignee hereunder.

4. REPRESENTATIONS AND WARRANTIES

4.1 The Assignor hereby represents and warrants to and undertakes with the Assignee as follows:

- (a) that the Assignor has the power or capacity to execute, deliver and perform the terms of this Assignment and the Assignor has taken all necessary action for the execution, delivery and performance of this Assignment;
- (b) that this Assignment constitutes the legal, valid and binding obligations of the Assignor in accordance with its terms;
- (c) that the execution, delivery and performance of this Assignment by the Assignor do not and will not violate or contravene the provisions of:-
 - (i) any law, or regulation, or order, or decree of any governmental authority, agency or court to which he is subject;
 - (ii) any contract of whatever nature, or other undertaking, or instrument, to which he is a party or which are binding upon him or any of his assets and will not result in the creation, imposition of, or any obligation to create, or impose, any mortgage, lien, pledge or charge on any of his assets pursuant to the provisions of any such contract or other undertaking or instrument;
- (d) that all consents, or licences, or approvals, or authorisations, or orders and exemptions of any Ministry, agency, department or authority in Malaysia which are required or advisable to be obtained in connection with the execution, delivery, performance, legality or enforceability of this Assignment have been obtained and are in full force and effect and no further consent, licence, approval, authorisation, order or exemption is required therefor;
- (e) that the Assignor is not in default under any agreement to which he is a party or by which he may be bound and no litigation, arbitration, or administrative proceedings are presently current, or pending, or threatened and which default, litigation, arbitration or administrative proceedings (as the case may be) might materially affect his solvency or might affect his ability to perform his obligations under this Assignment;
- (f) that no bankruptcy proceedings have been commenced against the Assignor;
- (g) that the Assignor has filed all tax returns which the Assignor is required by law to file and has paid or made adequate provisions for the payment of all taxes, assessments, fees and other governmental charges assessed against him or upon any of his properties or assets, income or franchise or any of them;
- (h) that the Assignor is not in default in the payment or performance of any of his obligations for borrowed money, or in respect of other liabilities;
- (i) that there is no material adverse change in the financial condition of the Assignor or other conditions which will materially affect the ability of the Assignor to perform the obligations of the Assignor under this Assignment;
- (k) that the Assignor is the legal and beneficial owner of the Property which is offered as security to the Assignee in respect of the Indebtedness or the subject matter of this Assignment;
- (l) that the information furnished by the Assignor in connection with the Facility including relating to the Assignor, the security and/or the Assignor's payment capability in relation to

the Indebtedness or financial or asset position does not contain any untrue statement or omits to state any fact the omission of which makes the statement therein in the light of the circumstances under which they were misleading and all expression of expectation, intention, belief and opinion and all projections contained therein have been honestly and reasonably made by the Assignor to the Assignee after due and careful enquiry;

- (m) that there is no default by any of the relevant parties of any of the terms of the Sale and Purchase Agreement and/or the Related Documents that will affect the rights conferred to the Assignee under this Assignment;
- (n) that the Assignor is not aware and has not intentionally withheld any information or fact which may result in or give rise to the financing by the Assignee hereunder contravening or being in breach of any laws, legislation, subsidiary legislation or regulation;
- (o) that such other warranties and representations expressed or implied, are as set out in the Letter of Offer, Property Sale Agreement and other documents that may have been forwarded to the Assignee; and
- (p) that no Event of Default contained in Clause 6.1 hereof, and no event which with the giving of notice or passing of time would constitute an Event of Default has occurred.

4.2 The Assignor hereby acknowledges that the Assignee has entered into this Assignment on the basis of and in full reliance of the above representations and warranties and the Assignor agrees, covenants, undertakes and confirms that each of the above representations and warranties shall survive and continue in full force and effect after the execution of this Assignment, the Property Sale Agreement and the other Security Documents.

5. COVENANTS

5.1 POSITIVE COVENANTS

The Assignor undertakes with the Assignee that, from the date of this Assignment until all the Indebtedness has been discharged in full:

- (a) **Ranking:** he will ensure that his liabilities under this Assignment to which he is a party rank and will rank (and would rank if this Assignment to which he is a party was neither executed nor required) at least equally and rateably (*pari passu*) in point of priority and security with all his other liabilities (both actual and contingent);
- (b) **Information:** he will deliver to the Assignee such additional financial or other information as the Assignee may from time to time reasonably request;
- (c) **Consents, etc.:** he will obtain and promptly renew from time to time, and will promptly deliver to the Assignee certified copies of any authorisation, approval, consent, licence, exemption, registration, recording, filing or notarisation as may be necessary or desirable to ensure the validity, enforceability or priority of the liabilities and obligation of the Assignor or the rights of the Assignee under this Assignment and the Assignor shall comply with the term of the same;
- (d) **Change of his Residential Status:** he will promptly notify the Assignee in the event of any change in his residential status;
- (e) **Default:** if he becomes aware of the occurrence of an event of default, he will forthwith notify the Assignee and will provide the Assignee with full details of any steps which it is taking, or is considering taking, in order to remedy or mitigate the effect of the event of default or otherwise in connection with it;

- (f) **Payment of All the Sums Due and Payable:** he shall pay all the sums due and payable under the Property Sale Agreement in the manner therein specified and to perform all his other obligations and undertakings herein contained and pursuant to the Letter of Offer and this Assignment in the manner therein specified and to perform all his other obligations and undertakings therein contained;
- (g) **Adverse Changes:** that he will promptly notify the Assignee of:-
- i. any material event or adverse change in the condition (financial or otherwise) of the Assignor;
 - ii. any litigation or other proceedings of any nature whatsoever being threatened or initiated against the Assignor before any court tribunal or administrative agency which may materially affect the operations and/or financial condition of the Assignor;
 - iii. any dispute between the Assignor and any government or statutory body in respect of any of his assets; and
- all such notification to be given to the Assignee not later than fourteen (14) days after the Assignor has knowledge of the change or of the litigation or other proceedings or threat thereof or dispute and the amount of any contingent liability if such amount is ascertainable;
- (h) **Charge:** if applicable, that upon issuance of an individual title to the Property by the relevant authority, at his own cost and expense and upon being so required to do by notice in writing from the Assignee, execute a charge over the individual title to the Property, such charge terms to be in the Assignee's standard form (with such variations thereof as the Assignee may require) in favour of the Assignee to secure the payments to the Assignee of the Indebtedness; and
- (i) **Property:** in respect of the Property:
- i. pay for the preservation, protection and reasonable improvement generally of the security of the Assignee;
 - ii. keep the Property in good repair and condition;
 - iii. pay the quit rent, assessment rates and taxes and all other whatsoever charges payable to the Government or to any local authority or statutory body from time to time payable in respect of the Property as and when the same shall become due and payable (i.e. within seven (7) days of such payment becoming due and payable);
 - iv. comply with and observe all the conditions, restrictions and category of land use, express or implied, imposed upon, relating to, or affecting the Property or to which the Property is subject as well as the provisions of any applicable laws and regulations, ordinance or enactment for the time being in force and of any rule or order made thereunder affecting the same;
 - v. allow the Assignee and its agents and servants with or without workmen at all reasonable times of the day to enter upon the Property and into any building or buildings erected on or comprised in the Property and to view and to inspect the condition of repair thereof **PROVIDED HOWEVER** that if the Assignee should enter and repair the same it shall not be liable as Assignee in possession; and
 - vi. pay for the construction, maintenance, repair or improvement of any private road or

street which is in the opinion of the Assignee necessary or convenient for the enjoyment of the Property.

PROVIDED ALWAYS AND IT IS HEREBY AGREED that if the Assignor shall make any default in the performance of the agreements and undertakings in this Clause 5.1 (a) to (j) then and in such an event it shall be lawful for but not obligatory upon the Assignee to make good such default or defaults and any and all moneys so paid or expended by the Assignee together with the other charges as may be determined by the Assignee as the financier from the date of such payment shall on demand be paid to the Assignee by the Assignor and until such payment shall be deemed to be a sum advanced by the Assignee to the Assignor and shall form part of the Indebtedness.

5.2 NEGATIVE COVENANTS

The Assignor hereby further covenants and undertakes that from the date of this Assignment until all the Indebtedness has been discharged in full, he shall not:

- (a) **Indebtedness:** incur, assume, guarantee or permit to exist or guarantee any indebtedness for borrowed monies other than:-
 - i. the Indebtedness; and
 - ii. any debt or guarantee which has been disclosed by the Assignor to the Assignee prior to the date of this Assignment;
- (b) **Property:** in respect of the Property:
 - (i) sell, lease, agree to lease, let or part with the possession of the Property including the parking space(s) allocated to the Property or any part thereof or raise money on the security of the Assignor's rights in the Property or deal with the same in any manner whatsoever without the written consent of the Assignee first had and obtained, such consent to be given or withheld at the absolute discretion of the Assignee; and
 - (ii) that save and except where the approval of the Assignee has been obtained in respect of additional financing for the renovation of the Property, alter, pull down, or remove any building or fixture now or at any time hereafter erected on or affixed to the Property or any part thereof and shall forthwith replace or make good the same in the event of such alteration, pulling down or removal. Where it is intended that there is to be erected any building or buildings on the Property, the Assignor shall complete the erection of such building or buildings in accordance with the approved plans thereof of such competent authority or authorities necessary for the obtaining of and shall obtain a Certificate of Fitness/ Completion and Compliance not later than such date as the Assignee may stipulate.

6. EVENTS OF DEFAULT

- 6.1 It is hereby expressly agreed by the parties hereto that the Assignment hereunder is for the sole purpose of securing the payment of the Indebtedness and as soon as the individual document of title to the Property is issued, this Assignment will automatically be superseded by the Charge and all the benefits, title and interest hereby assigned will be merged with the Charge subject to the cardinal condition of this Assignment that until registration of the Charge, the Assignee shall in the meantime have the sole and absolute right and power to deal with the Property in any manner in its absolute discretion thinks fit including the right and power of sale whether by public auction or by

private contracts as if it was the sole beneficial owner thereof **PROVIDED THAT** the power of sale shall not become exercisable by the Assignee except upon the happening or occurrence of any of the events specified as events of default in the Property Sale Agreement or any of the following conditions or events:

- (a) if the Customer fails to pay any sums payable by the Customer as provided under the Property Sale Agreement;
- (b) if the Assignor fails to observe or perform any of the agreements, covenants, stipulations, terms, undertakings and conditions on the part of the Assignor under this Assignment and/or the Sale and Purchase Agreement and/or the Related Documents;
- (c) if the Assignor creates or permits to subsist any mortgage, pledge, charge, encumbrance, lien or security interest in the Property without the prior written consent of the Assignee;
- (d) if the Assignor commits any act of bankruptcy or becomes bankrupt or enters into any composition or arrangement with or for the benefit of the creditors of the Assignor or allows any judgment against the Assignor to remain unsatisfied for a period of twenty one (21) days or has any distress or execution or other process of a Court of competent jurisdiction levied upon or issued against any property of the Assignor and such distress or execution or other process, as the case may be, is not satisfied by the Assignor within seven (7) days thereof;
- (e) the happening of any event which in the opinion of the Assignee would effect in any way the financial position of the Assignor in accordance with sound financial standards and/or that its security under this Assignment is in jeopardy and notice thereof is given to the Assignor or that any event or events has/have occurred or a situation exists which could or might prejudice the Assignor's ability to perform his obligations in accordance with the terms of the relevant documents;
- (f) if at any time it becomes unlawful for the Assignor to perform the obligations of the Assignor;
- (g) if the Assignor has any legal proceedings or suits instituted or threatened to be instituted by any person against the Assignor;
- (h) if this Assignment and/or the Charge cannot be perfected for any reason whatsoever or cannot be registered where necessary or are invalid for any reason whatsoever;
- (i) if a change in applicable law or regulations makes it impossible or unlawful for the Assignee to continue its making available the Facility or any part thereof to the Assignor;
- (j) if the Assignor shall be affected by a material change in his financial conditions which in the opinion of the Assignee is likely to prejudice the ability of the Assignor to perform his obligations under this Assignment in accordance with the terms thereof;
- (k) if there shall have been any such change in national or international financial or economic conditions or currency exchange rates or exchange control which in the opinion of the Assignee will affect the Assignor's ability to perform his obligations;
- (l) if the Assignor fails to pay any sums due and payable by the Assignor in any loan or other facilities of the Assignor with the Assignee after the same shall have become due whether formally demanded or not;
- (m) if the Assignor and/or the Customer becomes insane and/or die;

- (n) if the Property is subject to an order for compulsory acquisition under the Land Acquisition Act 1960;
- (o) if the Customer is dismissed or his service is being terminated either by the Government of Malaysia, a state government, a local authority or a statutory authority; or
- (p) if the Customer resigns from the service of the Government, a state government, a local authority or a statutory authority;

then and in any of such cases the Indebtedness for the time being owing under this Assignment shall immediately become payable by the Assignor to the Assignee and the Assignee shall forthwith become entitled to exercise the rights and powers upon default herein this Assignment and by law provided without any previous notice to or concurrence on the part of the Assignor.

6.2 If the Customer or Assignor shall commit a default pursuant to Clause 6.1 hereof or if any of the events stipulated stated in Clause 6.1 hereof shall happen and which if capable of remedy is not remedied within a period of thirty (30) days from the date of notice by the Assignee requesting remedy of the same, or is not remedied within the time specifically stipulated therefore (if any) in respect of the event in question, the Indebtedness payable under this Assignment shall become and deem to be, notwithstanding anything contained herein to the contrary, forthwith due and payable and whereupon the Assignee shall be entitled forthwith to take such action as may be appropriate against the Assignor, and the Assignee shall also be entitled to exercise all or any of the following rights and powers:

- (a) the right to take possession of the Property or any part or parts thereof;
- (b) the right to let, lease or demise the Property or any part or parts thereof for such tenancy or term of years at such rent and generally upon such terms as the Assignee in its absolute discretion shall think fit;
- (c) the right and power to sell and assign the Property as the absolute unencumbered owner thereof at such price or prices and in such manner as the Assignee shall in its absolute discretion think fit free from any interest of the Assignor hereunder or otherwise and to apply the proceeds of sale in or towards the satisfaction of the Indebtedness and all costs as occasioned by such sale or sales and the Assignee shall only pay to the Assignor the balance of the proceeds of such sale or sales, if any, after deduction of the Indebtedness and all the costs of and occasioned by such sale or sales and the Assignee shall not be concerned to ascertain whether or not any such default has actually arisen so as to entitle the Assignee to exercise its powers of sale or assignment;
- (d) the right to institute such proceedings and take steps (including any proceedings for the realisation of its security under this Assignment) as it may think fit to enforce payment of all moneys owing to the Assignee, other than by way stated under Clause 6.2(b) and (c) above; and/or
- (e) other than by way stated under Clause 6.2 (c) above, sell any assets of the Assignor held by the Assignee on deposit or otherwise, by public or private sale without any judicial proceedings whatsoever, and retain from the proceeds derived therefrom the total amount remaining unpaid and all costs, charges and expenses incidental to such sale;

AND the Assignor shall and hereby expressly agrees, covenants and undertakes to do and execute all acts, deeds, instruments and things which the Assignee may require or stipulate for the purposes of affecting and or completing anything and or any transaction mentioned in this clause. The Assignor further agrees that when the power of sale granted under this Clause 6.2 becomes exercisable by the Assignee, the Assignor shall give vacant possession of the Property to the

Assignee or any person authorised by it immediately on receiving written demand in that behalf from the Assignee.

- 6.3 If the amount released by the Assignee on a sale of the Property in pursuance of Clause 6.2 hereof is less than amount due to the Assignee, then the Assignor shall pay to the Assignee the difference between the amount due and the amount to be released which will also include the profit margin as may be determined by the Assignee as the financier.

PROVIDED THAT nothing herein contained shall be construed as imposing any obligation (whether at law or in equity) upon the Assignee to exhaust its remedy to sell the Property before commencing any separate action or before enforcing any other remedies or exercising any other rights against the Assignor AND the Assignor hereby irrevocably and unconditionally agrees and consents to the Assignee commencing separate proceedings, enforcing other remedies and exercising any other rights which the Assignee may have against the Assignor prior to or simultaneously with and without having exhausted its rights to sell or to proceed against the Property or to realise its security under the documents creating security for the Indebtedness and the Assignee shall also be entitled to exercise such remedies concurrently.

7. CROSS DEFAULT

Notwithstanding the provisions relating to the payment of moneys advanced as provided, the Assignor hereby expressly agrees that if any sums shall be due from the Assignor to the Assignee and any other financier or party from time to time or at any time or if the Assignor may be or become liable to the Assignee and any other financier or party on any account in any manner whatsoever or if default is made in any provisions of such accounts or in any other loans or facilities granted by the Assignee and any other financier or party to the Assignor or in any of the provisions herein, then and in such event the Indebtedness shall immediately become due and payable and the security herein shall become immediately enforceable as security for all moneys and liabilities whatsoever now or hereafter from time to time owing or payable to the Assignee by the Assignor whether alone or jointly and severally with another or others and whether as principal or surety notwithstanding that the Assignor may at any time or time(s) cease to be indebted to the Assignee for any period or periods and notwithstanding any settlement of account(s) or otherwise.

8. TAKAFUL PLAN / INSURANCE POLICY ON THE PROPERTY

- 8.1 The Assignor shall at all times during the continuance of this Assignment take appropriate takaful plan/ insurance policy for the Property and name the Assignee as one of the beneficiaries thereof if so required by the Assignee and the Assignor further agrees that the Assignee may at its absolute discretion and through insurer /takaful company approved by the Assignee and at the cost and expenses of the Assignor, insure and keep insured the Property throughout the duration of this Assignment to its full insurable value against loss or damage by fire, lightning, tempest, flood, riot, civil commotion, strike, malicious acts and against such other specific risks under such takaful plan/insurance policy for such amounts in such names and with such insurer/takaful company as the Assignee from time to time in its absolute discretion may deem expedient
- 8.2 Furthermore, the Assignee may through the same insurer/takaful company take out a Mortgage Reducing Term Takaful on the life of the Assignor. If at any time the Assignor is entitled to the benefit of any and all takaful plan/insurance policy of the Property whether effected by the Assignor and/or the Assignee regardless whether it is or they are for the maintenance of which the Assignor is liable under this Assignment, then all the moneys received by virtue of such one or more insurance shall if the Assignee so requires be applied at its absolute discretion either in making good the loss or damage in respect of which the moneys are received or towards the discharge of

all whatsoever moneys owing by the Assignor to the Assignee in any by virtue of this Assignment.

- 8.3 In the event the Assignee allows for the extension of the payment of the Installments by the Customer, the Assignor shall then extend the period of the takaful plan/insurance policy of the Property accordingly.

9. ASSIGNEE'S RIGHT TO COMMENCE FORECLOSURE AND LEGAL PROCEEDINGS CONCURRENTLY

Notwithstanding any provision hereof, it is hereby expressly agreed that upon default or breach by the Assignor of any term, covenant, stipulation and/or undertaking provided in this Assignment and on the part of the Assignor to be observed and performed, the Assignee shall thereafter have the right to exercise all or any of the remedies available whether pursuant to this Assignment or by statute or otherwise and shall be entitled to exercise such remedies concurrently, including by pursuing all remedies of sale or possession pursuant to this Assignment and by way of civil suit to recover all monies due and owing to the Assignee.

10. APPLICATION OF PROCEEDS

- 10.1 Upon any sale of the Property by the Assignee in the exercise of its power of sale hereunder it shall apply the proceeds of sale as follows:-

FIRSTLY in payment of any rents, taxes assessments fees lawful outgoing and other fees due and payable to the relevant authorities by the Customer and/or the Assignor in respect of the Property or any other property as may be charged or assigned to the Assignee as security for the Indebtedness.

SECONDLY in payment of all costs, charges and other expenses incurred and payments made by the Assignee under the provisions of all or any of the documents creating security for the Indebtedness.

THIRDLY in or towards payment to the Assignee of the Sale Price due and remaining unpaid and of all other moneys due and remaining unpaid under any of the documents creating security for the Indebtedness.

FOURTHLY any surplus shall be paid to such person entitled thereto.

PROVIDED ALWAYS THAT the Assignee may in its sole and absolute discretion alter the above order of payment or keep such moneys in a suspense account but such alteration in the order of payment or payment into a suspense account shall not prejudice the right of the Assignee to receive the full amount to which it would have been entitled if the primary order had been observed or any lesser amount to which the sum ultimately realized from the security may be sufficient to pay.

- 10.2 It is expressly agreed and declared between the parties hereto that notwithstanding any other provision herein contained or in the other documents creating security for the Indebtedness to the contrary, the Assignor shall be liable to the Assignee for the difference between the amount due and the actual amount ultimately received by the Assignee upon a sale of the Property in the event that the actual amount ultimately received by the Assignee under the terms of this Assignment or any documents creating security for the Indebtedness and/or on sale of the Property after deduction and payment from the proceeds so recovered, or realised or received of all fee (including but not limited to the Assignee's solicitor fees on a solicitor and client basis) dues, costs, rates, taxes and other outgoings on the Property is less than the amount due to the Assignee hereunder and under the other documents creating security for the Indebtedness and notwithstanding whether or not the

Assignee is the purchaser of the Property at such sale.

11. REASSIGNMENT

Upon full payment of the Indebtedness or upon registration of the Charge over the Property in favour of the Assignee, whichever is the earlier, the Assignee shall at the cost of the Assignor execute a deed of receipt and reassignment to the Assignor of all the rights, interest and title to the Property hereby assigned.

12. POWER OF ATTORNEY

For the consideration aforesaid the Assignor hereby irrevocably appoints the Assignee or any other authorised officer of the Assignee to be his attorney in his name and on his behalf to deal with the Property in any manner whatsoever and to enforce all rights and remedies under the Sale and Purchase Agreement, the Related Documents and this Assignment or any of them and to do all other things as fully and effectually as the Assignor could himself do in connection therewith and in particular but without prejudice to the generality of the foregoing to accept a transfer of the Property from the vendor, the proprietor and/or the developer upon issuance of the individual document of title to the Property or to charge the Property to the Assignee as security for the monies secured hereby or to assign, sell, let, lease or demise the Property or any part thereof and to do all whatsoever acts and to execute all whatsoever documents so as to give effect to such assignment, transfer, charge, sale, assignment, letting, lease or disposition or which the Assignee may deem necessary on any sale by the Assignee of the Assignor's rights, title and interest in the Property under the power of sale conferred by this Assignment and to give a good receipt for the purchase monies received and also to do and perform all whatsoever acts matters and things necessary or expedient for the registration of any instrument in connection therewith including the instruments of transfer and/or charge as fully and effectually as the Assignor could himself do if the Assignor were personally present with power for such attorney to substitute and appoint one or more attorneys under him for all or any of the purposes aforesaid as he shall think fit. The Assignor hereby agrees and undertakes at all times hereafter to ratify and confirm whatsoever the said attorney of his attorney or attorneys shall lawfully do or cause to be done in and concerning the Property by virtue of this instrument.

13. AGREEMENT IN FORCE

This Assignment shall remain in force until the Indebtedness is settled in full.

14. ASSIGNMENT

The Assignor shall not assign any and all his rights and/or obligations under this Assignment. However, the Assignee may at its absolute discretion at any time assign all its rights, interests and obligations or any part thereof to such person or corporation as it shall deem fit and upon any such assignment the assignee shall assume and be entitled to the rights, interests and obligations comprised in the assignment as if the assignee had been the party to this Assignment in place of the Assignor.

15. MODIFICATION AND INDULGENCE

The Assignee may at any time and without in any way affecting the security hereby created:

- (a) grant to the Assignor any time or indulgence;

- (b) deal with, exchange, release or modify or abstain from perfecting or enforcing any securities or other guarantees or rights it may now or at any time hereafter or from time to time have from or against the Assignor or any other person; or
- (c) compound with the Assignor or any other person.

16. COSTS AND STAMP DUTY

- 16.1 The Assignor shall and hereby undertakes to pay and bear all whatsoever costs, charges, registration and other fees, stamp duty and other disbursements in any way connected with or arising out of this Assignment.
- 16.2 All costs, charges and expenses incurred hereunder by the Assignee 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 or any moneys secured by this Assignment and all other moneys whatsoever paid by the Assignee in respect of the said costs, charges, expenses and expenditure or otherwise or howsoever and all or any other sums and moneys paid or expended by the Assignee under or pursuant to the provisions of this Assignment express or implied shall be payable by the Assignor to the Assignee on demand and the Assignor also shall bear any other payment or charges as may be determined by the Assignee as the financier in respect thereon.
- 16.3 Notwithstanding the provisions in Clause 16.2, the Assignee shall not be held responsible to ensure that all the outgoing payments in respect of the Property have been paid by the Assignor before the disbursement of the Facility by the Assignee.

17. DISCHARGE OF SECURITY

- 17.1 Upon the full settlement to the Assignee of the Indebtedness and all other whatsoever moneys payable by the Assignor under this Assignment, the Assignor shall be entitled at his entire cost and expenses to obtain a discharge and release of the Property from the Assignee, such discharge and release to be in such form as the Assignee shall in the circumstances consider appropriate.
- 17.2 However, so long as any moneys shall be owing by the Assignor to the Assignee and during the continuance of this Assignment, the Assignee shall have the custody and possession of the title to the Property or the original copy of the Sale and Purchase Agreement, the Related Documents and of all other whatsoever documents evidencing any title to or right in the Property or any benefits or right annexed appurtenant or relating thereto or in any way connected therewith (hereinafter referred to as "**the Said Documents**").
- 17.3 Upon full settlement of the Indebtedness, the Assignee shall arrange for the Said Documents to be forwarded to the Customer, the Assignor or the other Security Party, as the case may be, in a manner as the Assignee deems appropriate. In this event, the Assignee shall not be held responsible for any non delivery of the Said Documents to the Customer, the Assignor or the other Security Party, as the case may be, nor shall the Assignee be in any way held responsible to have the custody and possession of the Said Documents.

18. COMPULSORY ACQUISITION

In the event that the 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 the Government of Malaysia or any government authority or any enquiry or proceedings in respect

thereof, the Assignor shall forthwith inform the Assignee of the same and shall forward to the Assignee a copy or copies of any such notice, notification or declaration as soon as the same shall be delivered to or served on the Assignor. The Assignee 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 purpose of appearing or attending at or advising upon any enquiry or proceedings affecting, concerning or relating to any such acquisition. All moneys received as or by way of compensation for the acquisition of the Property or any part thereof shall be applied in or towards the discharge or payment of any money or liability secured by this Assignment and the Assignor hereby declares that the Assignor shall hold all moneys so received in trust for the Assignee and the Assignor agrees and confirms that the Assignee may receive and give a good discharge for all such monies.

19. SERVICE OF NOTICE/LEGAL PROCESS

- 19.1 Unless otherwise provided herein, any demand or notice to the Assignor under this Assignment shall be in writing and signed by the officer of the Assignee or any solicitor or firm of solicitors or any agent appointed, purporting to act for the Assignee and may be made by letter addressed to the Assignor and sent by ordinary post or dispatched by personal delivery to the address of the Assignor stated in Section 1 of the First Schedule hereto or the usual or last known place of business, employment or residence of the Assignor and any such notice if sent by post shall be deemed to have been received by the Assignor in the ordinary course of post notwithstanding the fact that such letter may be returned, undelivered or unclaimed. Any notice required under this Assignment to be given to the Assignee shall be in writing and signed by the Assignor and may be made by letter addressed to the Assignee and sent by registered post or dispatched by personal delivery to the address abovestated of the Assignee or such other address as may be notified by the Assignee and shall only be deemed to have been served on the Assignee at the date of actual receipt thereof by the Assignee.
- 19.2 Any notice or communication may be in writing and may be delivered personally, by post, telex, cable or facsimile to the Assignor at the address herein stated. Proof of posting or dispatch of any notice or communication to the Assignor shall be deemed to be proof of receipt:-
- (i) if personally delivered, at the time of delivery;
 - (ii) if posted, on the second business day after posting;
 - (iii) in the case of telex or cable, on the business day immediately after transmission; or
 - (iv) in the case of a facsimile, on the business day immediately after transmission provided that the Assignee has received an answer back confirmation.
- 19.3 No change in the Assignor's address herein stated howsoever brought about shall be effective or binding on the Assignee unless actual notice of the change of address has been given to the Assignee.
- 19.4 Notwithstanding anything to the contrary herein provided, any letter of demand, notice statement, reminder or certificate required to be given by the Assignee hereunder shall not require to be under the hand of or signed by any officer of Assignee where it is stated on such letter of demand, notice, statement, reminder or certificate that the letter of demand, notice, statement, reminder or certificate is computer generated and no signature is required for such purpose.

20. LEMBAGA PEMBIAYAAN PERUMAHAN SEKTOR AWAM SCHEME

The Assignor hereby acknowledges that the Facility is subject to the provisions of the Lembaga Pembiayaan Perumahan Sektor Awam (hereinafter referred as "LPPSA") scheme (hereinafter

defined as “**the Scheme**”) and the LPPSA financing policy and guidelines which terms, conditions and modifications the Assignor hereby agrees to comply with. The Assignor further acknowledges that all matters in relation to this Assignment are subject to the LPPSA Act and the Assignor hereby agrees that he shall also comply with any applicable provisions of the LPPSA Act.

21. SUCCESSORS BOUND

This Assignment shall be binding upon the heirs, personal representatives, administrators, executors and permitted assigns of the Assignor and the successors in title and assigns of the Assignee.

22. INVOLUNTARY LOSS

The Assignee shall not be answerable for any involuntary loss that the Assignor may suffer as a result of or incidental to the exercise or the execution by the Assignee of any power conferred on the Assignee by this Assignment or by statute and nothing herein contained shall render it obligatory on the Assignee either at law or in equity to make good any such involuntary loss or any part thereof.

23. DECLARATION FOR THE FACILITY

The Assignor hereby declares, confirms and undertakes as follows:-

- (a) that all the information, particulars and declaration given, revealed and made by the Assignor in respect of this Assignment are true; and
- (b) that neither the Assignor nor the spouse of the Assignor has taken any previous housing loan or facility from any bank, financial institution or party in respect of the Property, save as otherwise disclosed to the Assignee.

In the event this declaration or any part thereof is found to be false, the Assignee may at its sole discretion declare an Event of Default has occurred and the decision of the Assignee shall be final and conclusive and shall not be questioned on any account whatsoever. If the Assignor should fail to comply with the terms and conditions of this Assignment as may be revised, then the Assignee may at its absolute discretion, resort to any available remedy provided under this Assignment and/or under the laws.

24. TIME

Time shall be the essence of this Assignment.

25. SEVERABILITY

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 thereof.

26. DISCLOSURE

26.1 The Assignor hereby irrevocably consents to the disclosure by the Assignee of any information relating to this Assignment and/or the Assignor's affair or accounts:-

- (a) to the Assignee's auditors, legal counsel and other professional advisors;
- (b) to any person who provides security interest and/or is a part to any agreements which may constitute or form the basis of such security interest;
- (c) to any relevant authorities having jurisdiction over the Assignee including the Ministry of Finance, Malaysia;
- (d) to companies which are or which in the future may be a subsidiary, related and/or associate company of the Assignee;
- (e) pursuant to any law or subpoena or order of the court; and/or
- (f) to anyone the Assignee deems fit if on a need to know basis.

26.2 The Assignor hereby irrevocably consents and authorises the Assignee to:

- (a) use the information of the Assignor in accordance with the relevant terms and conditions and for the purpose(s) contemplated herein;
- (b) carry out the necessary reference checks, including but not limited to credit reference/reporting checks, to further ascertain the details and status of the Assignor; and
- (c) provide the Assignor with information on the Assignee's products, services and/or offers which may be of interest and/or financial benefit to them;

at the Assignee's sole discretion without further reference to the Assignor for the duration that these terms and conditions are in force.

27. INDEMNITY

The Assignor shall at all times hereafter save harmless and keep the Assignee indemnified against all actions, proceedings, claims, demands, penalties, costs and expenses which may be brought or made against or incurred by the Assignee by reason or on account of the non-observance of all or any of the stipulations on the part of the Assignor contained in the Sale and Purchase Agreement, the Related Documents, the Contract Document and/or Renovation Agreement or any other documents in relation thereto or otherwise howsoever.

28. WAIVER

No failure or delay on the part of the Assignee in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the Assignee upon any default on the part of the Assignor shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or any acquiescence to such default; nor shall any action by the Assignee in respect of any default or acquiescence in any such default, affect or impair any right, power, privilege or remedy of the Assignee in respect of any other or subsequent default.

29. APPLICABLE LAW

This Assignment shall be governed by and construed in accordance with the laws of Malaysia but in enforcing this Assignment, the Assignee shall be at liberty to initiate and take action or proceedings or otherwise against the Assignor in Malaysia and/or elsewhere as the Assignee may deem fit and the parties hereto hereby agree that where any action or proceedings are initiated and taken in Malaysia they shall submit to the non-exclusive jurisdiction of the courts of Malaysia of competent jurisdiction in all matters connected with the obligations and liabilities of the parties under or arising out of this Assignment. The service of any writ of summons or any legal process in respect of any such action or proceedings may be effected on the Assignor by forwarding a copy of the writ of summons or other legal process by prepaid registered post to their respective addresses as indicated herein.

30. NON-CONTRAVENTION OF THE MALAY RESERVATION ENACTMENT/ LAND CODES

- 30.1 It is hereby declared that the transaction herein is not in any manner whatsoever intended to contravene any of the provisions of the respective Malay Reservations Enactment of the States of Peninsular Malaysia or the National Land Code (Penang and Malacca) Titles Act 1963, the Labuan Native Title Act 2007, Sabah Land Ordinance Cap 68 or Sarawak Land Code Cap 81 or the National Land Code 1965 (as the case maybe) and other applicable laws including but not limited to laws relating to restrictions on dealings with the Property .
- 30.2 In the event that the approval of a Ruler in Council or other relevant authority as the case maybe shall be needed or become necessary to give effect to the transaction herein, it shall be the responsibility of the Assignor to obtain such approval and the Assignor hereby undertakes to obtain the same.

31. PERSONAL DATA PROTECTION ACT 2010

The Assignor acknowledges and agrees that the Assignee shall be entitled to obtain, use, process and disclose data on the Assignor for the Assignee to discharge its duties under this Assignment. As far as the Assignor is concerned, such data shall include names, telephone numbers, identity card numbers and addresses and such individuals have a right of access to the personal data that the Assignee may hold about the Assignor pursuant to the Personal Data Protection Act 2010 (Act 709).

32. RECONSTRUCTION OF THE ASSIGNEE

The security, liabilities and 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 Assignee or of any company by which the business of the Assignee may for the time being be carried on and shall be available to the company carrying on that business for the time being.

33. CHANGES IN CIRCUMSTANCES

Notwithstanding any provisions to the contrary herein, in the event that by reason of the enactment of or the making of any change in any applicable law, regulation or regulatory requirement or in the interpretation or application thereof or the making of any request or direction form or other fiscal or monetary authority (whether or not having the force of law) the Assignee shall be of the opinion that it has or will become unlawful for it to or it is otherwise prohibited or prevented or maintain or give effect to all or any of its obligations as contemplated by this Assignment, then notwithstanding any

other provisions herein, the Assignee's obligation to make available the Facility shall forthwith be terminated.

34. ILLEGALITY

Where the introduction imposition or variation of any law, regulation or official directive or any change in the interpretation or application thereof by any competent authority makes it apparent to the Assignee that it is unlawful or impractical without breaching such law, order, regulation or official directive for the Assignee to comply with any of its obligations under this Assignment, then the Assignee shall not then be liable or obliged to proceed with this Assignment.

35. CUMULATIVE REMEDIES

The remedies provided herein are cumulative and are not exclusive of any other remedies provided by law.

36. EXPENDITURE INCURRED BY THE ASSIGNEE FOR AND ON BEHALF OF THE ASSIGNOR

All moneys expended by the Assignee hereunder from time to time for and on behalf of the Assignor (relating to takaful plan/insurance policy, quit rents, assessments, rates, taxes, repairs, legal costs, stamp duties, registration fees and all other outgoings including any expenses incurred by the Assignee in visiting, inspecting or reporting on the Property by the Assignee's agent and or consultants) shall be regarded as part of the Indebtedness and be indemnified by the Assignor on demand by the Assignee.

37. DEBIT

The Assignee is hereby authorised at any time without notice to the Assignor to debit any of the Assignor's accounts with the Assignee in respect of the Assignee's charges and all other moneys due and payable hereunder and under the other documents creating security for the Indebtedness.

38. VARIATION OF TERMS

It is hereby agreed and declared by the parties hereto that notwithstanding any of the provisions and terms of this Assignment to the contrary, the provisions and terms of this Assignment may at any time and from time to time, be varied and amended by mutual consents of the parties hereto by any means as the parties may agree upon from time to time thereupon, such amendments and variations shall be deemed to become effective and the relevant provisions of this Assignment shall be deemed to have been amended or varied accordingly and shall be read and construed as if such amendments and variations had been incorporated into and had formed part of this Assignment at any time of execution hereof.

39. EFFECTIVE DATE

The parties hereto agree that this Assignment shall come into force on the date as stated in the preamble hereto irrespective of the diverse dates upon which they may have each executed this Assignment, respectively.

40. FORCE MAJEURE

Notwithstanding any other provisions herein, in the event the Assignee is unable to perform any obligations hereunder or any operations or to provide any service(s) due to any reason beyond the Assignee's control, including but not limited to fire, earthquake, flood, epidemic, natural catastrophe, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, act of God or any failure or disruption to telecommunication, electricity, water, fuel supply or any factor in a nature of a force majeure, the Assignee shall not in any way be liable for any failure on its part to perform such obligations or for any inconvenience, loss, injury or damages suffered or incurred by the Assignor arising from the same.

41. CERTIFICATE OF INDEBTEDNESS

It is hereby agreed that any admission or acknowledgment in writing by the Assignor or by any person authorised on behalf of the Assignor or a judgment (by default or otherwise obtained against the Assignor) or a statement of account in writing showing the Indebtedness of the Assignor which is duly certified by an authorised officer of the Assignee shall, in the absence of manifest error or except where fraud is proven, be binding and conclusive evidence against the Assignor for whatever purpose including as being conclusive evidence of the Indebtedness in a court of law.

42. ALL PAYMENTS RECEIVED TO BE PAYMENT IN GROSS

All moneys received by the Assignee from any person or estate capable of being applied in reduction of the Indebtedness shall be regarded for all purposes as payments in gross and if a receiving order shall be made against any person liable to the Assignee or any order be made or any effective resolution shall be passed for the winding up of any company liable to the Assignee, the Assignee may prove for the whole of the moneys then owing and no money received under such proof shall be considered as having been received and the full amount owing shall be payable until the Assignee has received from all sources one hundred cent in the Ringgit Malaysia and if the amount ultimately received by the Assignee exceeds the amount of the ultimate balance owing to the Assignee, the excess only over such ultimate balance shall be paid to the person or party as the Assignee at that point of time deems appropriate.

43. ASSIGNOR AS PRINCIPAL DEBTOR

Although as between the Customer and the Assignor, the Assignor is a surety only for the Customer, yet as between the Assignor and the Assignee, the Assignor shall be principal debtor and the Property shall be the principal security for the moneys due under this Assignment and the Property Sale Agreement and accordingly the Assignor and the Property and every part thereof shall not be released at any time by any indulgence given to the Customer or by any scheme of arrangement or composition entered into with the Customer or by any act, matter or thing whereby the Assignor as a surety only or the Property or any part thereof might be released and discharged.

44. INDEPENDENT LEGAL ADVICE

The Assignor hereby confirms, represents and warrants to the Assignee that in the execution and delivery of this Assignment, the Assignor has sought, obtained and relied upon his own independent legal advice and has not relied upon any representation, statement or advice from the solicitors agents or officers of the Assignee and the Assignor hereby acknowledges that the Assignee has accepted and entered into this Assignment on the basis of and in full reliance upon the aforesaid confirmations, representations and warranties and the Assignor hereby further agrees, covenants and confirms that the aforesaid confirmations, representations and warranties shall survive and

continue to have full force and effect after the execution and delivery of this Assignment notwithstanding any investigation by or on behalf of the Assignee.

45. SECONDARY INSTRUMENT

IT IS HEREBY AGREED AND DECLARED that this Assignment is all among the instruments employed in one transaction to secure the Indebtedness within the meaning of Section 4(3) of Stamp Act, 1949 [Consolidated and Revised, 1989] and for the purpose of the said Section, this Assignment is deemed to be the secondary instrument.

[The rest of the page is intentionally left blank]

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first abovementioned.

SIGNED by
THE ASSIGNOR 1
in the presence of:-

)
)
)

.....
Name:
NRIC No.:
Army/Police No.:

SIGNED by
THE ASSIGNOR 2
in the presence of:-

)
)
)

.....
Name:
NRIC No.:
Army/Police No.:

SIGNED by

as Attorney for and behalf of
**LEMBAGA PEMBIAYAAN
PERUMAHAN SEKTOR AWAM
(THE PUBLIC SECTOR HOME
FINANCING BOARD)**
in the presence of:-

)
)
)
)
)
)
)
)
)
)
)

.....
Name:
NRIC No.:

ATTESTATION

I,..... an Advocate and Solicitor of the High Court of Malaya practising athereby certify that the signature of the donor (s) abovenamed was written in my presence on this.....day of20 and is to my personal knowledge the true signature of the Assignor who has acknowledge to me that he/she/they is of full age and that he/she/they has voluntarily executed this Assignment.

Witnessed My Hand,

FIRST SCHEDULE

(which is to be taken and construed as an integral part of this Assignment)

Section	Item	Particulars
1	Name and description of the Assignor Address/ Registered Address	Name: NRIC No.: Army/Police No: Address (per Letter of Offer):
2	The day month and year of the Sale and Purchase Agreement	
3	Particulars of the Property	
4	Date of Property Sale Agreement	
5	Date of Principal Sale and Purchase Agreement (If applicable)	
6	Parties in the Principal Sale and Purchase Agreement (If applicable)	Vendor : Purchaser :

ACKNOWLEDGEMENT TO ASSIGNMENT BY THE PROPRIETOR

We.....of.....

.....
DO HEREBY ACKNOWLEDGE that the foregoing Deed of Assignment was intimated to us by the delivery of a true copy thereof and *we do hereby consent to the same.

Dated this day of.....20....

SIGNED by for and behalf of
THE PROPRIETOR
in the presence of:-

)
)
)

.....
Name:
NRIC:

**To strikethrough if inapplicable.*

ACKNOWLEDGEMENT TO ASSIGNMENT BY THE DEVELOPER

We.....of.....

DO HEREBY ACKNOWLEDGE that the foregoing Deed of Assignment was intimated to us by the delivery of a true copy thereof and *we do hereby consent to the same.

Dated this day of20....

SIGNED by for and behalf of
THE DEVELOPER
in the presence of:-

)
)
)

.....
Name:
NRIC:

**To strikethrough 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.*