10 cm

15 cm

**COMPANIES ACT 2016**

**Sections 352(1), 354 & 356(1)**

**STATEMENT OF PARTICULARS TO BE LODGED WITH CHARGE**

***(name of company which executes the charge)* (Company Name)**

|  |  |
| --- | --- |
|  | |
| 1. Charge is created by | ***: [name of company which is executing the charge] of [registered address] (“the Company”)*** |
| 2. \*Charge was created on    \*Property which is subject to a charge was acquired on | ***: [date of the charge – same date as the security stated in item 4]***  ***: [insert “Not Applicable”, if not applicable.]*** |
| 3. The charge is fixed/floating/fixed and floating | : **\*fixed / \*fixed and floating** |
| 4. The description of the instrument(s) creating or evidencing the charge | : ***\*Land Charge***  **Legal Charge under the National Land Code 1965/Sabah Land Code/Sarawak Land Code *dated \_\_\_\_\_\_\_***  \****Assignment of Property***   * **Deed of Assignment *dated \_\_\_\_\_\_\_*** * **Supplemental Deed of Assignment *dated \_\_\_\_\_\_\_***   ***\*Charge over Shares/Unit Trust***   * **Charge over Securities *dated \_\_\_\_\_\_\_*** * **Supplemental Charge *dated \_\_\_\_\_\_\_***   ***\*Assignment of Contract/Insurance Proceeds***  ***Assignment of Proceeds dated \_\_\_\_\_\_\_***  ***\* Assignment and Charge over Receivables***  ***Master Security Agreement dated \_\_\_\_\_\_\_***    ***\*Charge over Cash/Structured Investment***  **Cash Deposit Agreement *dated \_\_\_\_\_\_\_***  ***\*Fixed and Floating Charge over all assets/Fixed charge over specific assets/Project***  **Debenture *dated \_\_\_\_\_\_\_***  ***\*Mortgage over Vessel[[1]](#footnote-1)***  **Statutory Mortgage and Deed of Covenants (hereinafter referred to as the “Deed of Covenants”) *dated \_\_\_\_\_\_\_***  ***Assignment of Insurances dated \_\_\_\_\_\_\_\_***  ***Account Charge dated \_\_\_\_\_\_\_\_\_***  ***Assignment of Earnings dated \_\_\_\_\_\_\_\_\_\_\_***  ***and such other securities required in conjunction with the Mortgage over Vessel*** |
| 5. Describe briefly the nature of liability (present or prospective) secured by the charge | : **All sums of money and liabilities whether present, future, actual or contingent including all principal sums, interest (including default and capitalised interests), costs, charges and expense whatsoever which are now or shall from time to time or at any time hereafter become owing or remaining unpaid or incurred by [insert name of Borrower] to OCBC Bank (Malaysia) Berhad (“the Bank”) under any account, loans, credits or advances or in any manner whatsoever.** |
| 6. The liability secured is for the benefit of the company or for another party (name and address of another party) | : ***[name and NRIC number of the Borrower – if individual] [insert name and company number of Borrower – if company]*** |
| 7. The creation of subsequent charges is/is not restricted or prohibited | : **Restricted / prohibited.** |
| 8. A short description of the property affected | : \* *Land Charge*  *[Insert title details]*  \* *Assignment of Property*  *[Insert property details as per the principal sale and purchase agreement]*  \**Charge over Shares/Unit Trust*  All shares and other securities, including units or interests in funds and any additional or substituted securities which [*name of company*] (“the Company”) may now or hereafter hold or beneficially own in any company firm consortium entity or fund wheresoever situate, and which are now or hereafter or from time to time in the Bank’s possession and/or which are held by or transferred to or registered in the name of the Bank or its nominee.  *\*Assignment of Contract/Insurance Proceeds*  All rights, title and interest of [name of assignor] in and to the [*date and description of the contract / date and policy number of the insurance contract*] (“the Contract”) and all monies payable or derived or to be derived from the Contract between [*name of assignor*] and [*name of debtor*] and charge over the proceeds in the Designated Collection Account.  *\*Assignment and Charge over Receivables*   1. **All rights, title and interest in and to all Receivables (as defined in the said Master Security Agreement) payable now or in the future to or for the account of the Company arising out of or as a result of, under or in connection with all or any of the Contracts (as defined in the said Master Security Agreement) which are now or may at any time or from time to time hereafter be assigned and charged to the Bank pursuant to the provisions of the said Master Security Agreement together with the full and entire benefit granted thereby for the same and all powers and remedies of the Company for enforcing payment and recovery of the Receivables; and** 2. **all rights, title and interest in and to the Goods (as defined in the said Master Security Agreement) or materials already manufactured, fabricated, installed, commissioned or in the process of manufacture, fabrication, installation or commissioning and whether or not delivered or being delivered by whatsoever means;** 3. **a charge over the proceeds in the Designated Collections Account [ \*and the Sinking Fund Account];** 4. **#[a charge over all payments or deposits from time to time paid or deposited into Accounts opened or to be opened or maintained by the Company with any branch of the Bank which the Bank requires to be charged to the Bank].**   *# include this item (4) if deposit is taken as security under the Master Security Agreement*    *\*Charge over Cash/Structured Investments*  All deposits and investments in the account(s) described in the Cash Deposit Agreement in whatsoever currency which are from time to time charged to the Bank and all interest accrued and accruing from time to time in respect of the same. The abovementioned deposits and investments shall include proceeds from matured or early terminated deposits or investments in whatsoever currency, reinvested into investments or deposited into fixed deposit or savings or other types of account and all interest, returns, yield or whatsoever gains accrued and accruing from time to time in respect of the investments or deposits.  *\*Debenture - Fixed and Floating Charge over all assets*  **Firstly, all lands and interests in the lands of [*name of company*](“the Company”), both present and future, whatsoever and wheresoever situate and all buildings and fixtures (including trade fixtures) now or from time to time on any such property and all plant, machinery, vehicles, computers and office and other equipment of the Company together with all accessories and spare parts, fuels and tools pertaining thereto, (excluding stock in trade of the Company) now or hereafter or from time to time acquired by the Company*;***  **Secondly, all stocks, shares, bonds and securities of any kind whatsoever (whether marketable or otherwise) and all other interests including but not limited to loan capital of the Company, both present and future in any company, firm, consortium or entity wheresoever situate including all allotments, accretions, offers, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all stocks, shares, rights, moneys or property accruing thereto or offered at any time by way of conversion, redemption, bonuses, preference, option or otherwise in respect thereof;**  **Thirdly, all book and other debts, revenues and claims (including insurance claims), both present and future (including things in action which may give rise to a debt revenue or claim) due or owing or which may become due or owing to or purchased or otherwise acquired by the Company and the full benefit of all rights and remedies relating thereto including but not limited to any negotiable or non‑negotiable instruments, guarantees, indemnities, debentures, legal and equitable charges and other security, reservation of proprietary rights, rights of tracing, liens and all other rights and remedies of whatsoever nature in respect of the same;**  **Fourthly, the uncalled capital, goodwill and all patents and trademarks, service marks, trade names, copyrights, design rights and designs (whether registered or otherwise) and all licences and ancillary and connected rights relating to the intangible property, both present and future of the Company (including the benefit of any consents relating thereto);**  **Fifthly, the undertaking and all other properties, assets and rights of the Company, whatsoever and wheresoever situate both present and future, including but not limited to the raw materials, stock in trade (comprising semi‑finished products and finished products), which are or may from time to time while the Debenture is in force be comprised in the properties and undertakings of the Company and all credit balance in the Company’s bank accounts.**  *\*Debenture - Fixed charge over equipment/specific assets*  ***[describe the equipment/asset]* together with all proceeds, substitutions, replacements, repairs, additions and attachments thereto whatsoever and wheresoever situate.**  *\*Debenture - Fixed charge over Project*  **Firstly, all lands and interests in the lands [*describe the lands/land titles*] (“Project Lands”) of [*name of company*] (“the Company”) being developed for the [*describe the Project*] (“Project”), both present and future, whatsoever and wheresoever situate and all buildings and fixtures (including trade fixtures) affixed or attached to or on the Project Lands and all plant, machinery, vehicles, computers and office and other equipment now or from time to time used for or in connection with the Project together with all accessories and spare parts, fuels and tools pertaining thereto, now or hereafter or from time to time acquired by the Company for the Project;**  **Secondly, all stocks, shares, bonds and securities of any kind whatsoever (whether marketable or otherwise) and all other interests of the Company pertaining to the Project including but not limited to loan capital of the Company pertaining to the Project, both present and future in any company, firm, consortium or entity wheresoever situate including all allotments, accretions, offers, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all stocks, shares, rights, monies or property accruing thereto or offered at any time by way of conversion, redemption, bonuses, preference, option or otherwise in respect thereof;**  **Thirdly, all book and other debts (including all surplus monies under the Company’s Housing Development Account), revenues and claims (including insurance claims) pertaining to the Project, both present and future (including things in action which may give rise to a debt revenue or claim) due or owing or which may become due or owing to or purchased or otherwise acquired by the Company and the full benefit of, all contracts pertaining to the Project and all rights and remedies relating thereto including but not limited to any negotiable or non-negotiable instruments, guarantees, indemnities, debentures, legal and equitable charges and other security, reservation of proprietary rights, rights of tracing, liens and all other rights and remedies of whatsoever nature in respect of the same;**  **Fourthly, the uncalled capital, goodwill and all patents and trademarks, service marks, trade names, copyrights, design rights and designs (whether registered or otherwise) and all licences and ancillary and connected rights relating to the intangible property, both present and future of the Company (including the benefit of any consents relating thereto) pertaining to the Project;**  Fifthly, the undertaking and all other properties, assets and rights of the Company pertaining to the Project, whatsoever and wheresoever situate both present and future which are or may from time to time while this Debenture is in force be comprised in the properties and undertakings of the Company and all credit balance in the Company's bank accounts.  *\*Mortgage over Vessel – Deed of Covenants*  All the Company’s right, title and interest, present and future in and to the Vessel [*name of Vessel*] of the Port of Registry of [*location of Port of Registry*] bearing Official No. [       ] including her boilers, engines, machinery, masts, spares, rigging, boats, anchors, chains, tackle, apparel, furniture, fittings, appliances, equipment, spare gear, replacement parts, fuel, consumables or other stores, belongings and all other appurtenances belonging or appertaining to her (whether now owned or hereafter acquired and whether or not on board) and all additions, replacements and improvements hereafter made.  *\*Mortgage over Vessel – Assignment of Insurances*  Absolute assignment of all of the Company’s present and future rights, title and interest in and to, and all benefits accrued and to accrue to the Company under:    **(a) Insurances. Insurances means all policies and contracts of insurance and all entries in a protection and indemnity or war risks association which are now or may hereafter be taken out or effected in respect of the Vessel (as defined in the Assignment of Insurances) or her increased value, and all the benefits thereof including all claims thereunder and returns of premium (such policies and contracts of insurance and such entries to be in form and substance acceptable to the Security Trustee);**   1. **Requisition Compensation. Requisition Compensation means all moneys or other compensation payable by reason of requisition for title or other compulsory acquisition of the Vessel otherwise than by requisition for hire; and** 2. **the proceeds of any payments which may at any time be received by or payable to the Company under or in connection with any of the Insurances or any Requisition Compensation whether on account of any claims, awards, judgments made or given under or in connection with the Insurances or any Requisition Compensation or otherwise howsoever.**   *\*Mortgage over Vessel – Account Charge*  **All the Company’s present and future rights, title and interest in and to all moneys from time to time standing to the credit of the Accounts (as defined in the Account Charge), whether in addition to or by way of renewal, extension or replacement of any moneys previously deposited in or credited to the Accounts (it being understood that such moneys may from time to time be represented by new account numbers from that specified herein) or otherwise, together with any interest from time to time accruing in respect of such moneys.**  ***\* Mortgage over Vessel – Account Charge***  **Absolute assignment of all of the Company’s present and future rights, title and interest in and to, and all benefits accrued and to accrue to the Company under or in respect of the following described property, rights, title and interests:**  **(a) Earnings. Earnings means all hires, freights, pool income and other sums payable to or for the account of the Company in respect of the Vessel (as defined in the Assignment of Earnings) including (without limitation) all remuneration for salvage and towage services, demurrage and detention moneys, contributions in general average, compensation in respect of any requisition for hire and damages and other payments (whether awarded by any court or arbitral tribunal or by agreement or otherwise) for breach, termination or variation of any contract for the operation, employment or use of the Vessel;**  **(b) Each Charter. Charter means any voyage charter, time charter bareboat charter, spot charter or any other similar contract for the employment or use of the Vessel for hire;**  **(c) Charter Rights. Charter Rights means all rights and benefits accruing to the Company, under or arising out of the Charters (or any of them, as the case may be) and not forming part of the Earnings;**  **(d) all moneys and claims for moneys due and to become due to the Company and all claims for damages arising out of the breach of any Charter or other contract for the employment or use of the Vessel of any kind whatsoever and in and to any and all claims and causes of action for money, loss or damages that may accrue or belong to the Company or arising out of or in any way connected with the present or future use, operation or management of the Vessel or arising out of or in any way connected with any present or future requisition, bill of lading, Charter or other contract for the employment or use of the Vessel;**  **(e) all moneys and claims for moneys due and to become due to the Company and all claims for damages in respect of the Compulsory Acquisition (as defined in the Assignment of Earnings) or requisition for title or use of the Vessel; and**  **(f) any other proceeds of the property specified in paragraph (a) to (e) above.** |
| 9. The name and address of the chargee | :**OCBC Bank (Malaysia) Berhad (295400-W), *[******address of branch]*** |
| 10.Important covenants or terms and conditions of the instrument of charge | : ***\*For charges other than Debenture***  **The covenants, terms and conditions more particularly described in the *[specify the instrument as per Item 4*] entered between [*insert name of chargor*] and OCBC Bank (Malaysia) Berhad.**  ***\*For Debenture - Fixed and Floating Charge over all assets/ Fixed charge over specific assets/ Project***  **All the terms and conditions set out in the Debenture which includes the following:-**  **The Company shall not during the subsistence of the Debenture without the prior consent in writing of OCBC Bank (Malaysia) Berhad –**  **(a) execute or cause or permit to be executed or subsist any form of charge mortgage debenture (whether fixed or floating) pledge lien or other security interest whatsoever in respect of any of the property or assets of the Company or any part thereof (save and except for any lien arising by operation of law in the ordinary course of trading);**    **(b) sell, assign, discount, factor, pledge, charge or otherwise dispose of all or any of the book debts revenue and claims both present and future (including things in action which may give rise to any debt revenue or claim) due or owing or which may become due or owing to or purchased or otherwise acquired by the Company, or deal with the same other than to get in and realise the same in the ordinary course of its business; or**  **(c) part with possession of, transfer, sell, lease, charge, mortgage, pledge or otherwise dispose of the whole or part of the assets and undertakings hereby secured or attempt or agree so to do (except in the case of stock in trade charged by way of floating charge only, which may be sold in the ordinary course of business of the Company on ordinary commercial terms and on the basis of arm’s length arrangements).** |

*\* Delete/Remove whichever is inapplicable*

11.The instrument of charge or a copy thereof is kept at the registered office of the company and is open to the inspection of any creditor or member of the company without fee or of any other person on the payment of a fee of RM2.00.

Dated this       day of       20

……………………………..………………………………

\*Director/\*Secretary/\*Agent in Malaysia

**Attention:**

It is an offence under section 591 of the Companies Act 2016 to make or authorize the making of a statement that a person knows is false or misleading and that person may be liable, upon conviction, to imprisonment for a term not exceeding ten years or to a fine not exceeding RM3million or to both.

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| --- | --- |
| **LODGER INFORMATION** | |
| Name | : |
| NRIC No | : |
| Address | : |
| Phone No | : |
| Email | : |

1. To issue separate **STATEMENT OF PARTICULARS TO BE LODGED WITH CHARGE** for each document. [↑](#footnote-ref-1)