

POWER OF ATTORNEY

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

BY

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

TO

HSBC AMANAH MALAYSIA BERHAD (Company No. 807705-X), an Islamic bank licensed under the Islamic Financial Services Act 2013 and having its registered office at No. 2 Leboh Ampang, 50100 Kuala Lumpur and includes its successors in title and assigns ("**the Donee**").

WHEREAS:-

- (1) The Donee has, at the request of the Donor(s), agreed to grant or continue to grant to the Customer (whose name and description as stated in Item 3 of the First Schedule hereto), a facility of up to the total sum stated in Item 4 of the First Schedule hereto based on the Shariah principle of Diminishing Musharakah ("**the Facility**") subject to the Donor(s) (among others): -
 - (i) entering into a Deed of Assignment ("**the Deed of Assignment**") with the Donee whereunder the terms and conditions of the Facility are to be set out and the Donor(s) assigning to the Donee all the Donor(s)'s rights, title and interest in the property more particularly described in Item 5 of the First Schedule hereto ("**the Property**") under and by virtue of the Sale and Purchase Agreement more particularly described in Item 6 of the First Schedule hereto ("**the Sale and Purchase Agreement**") and where applicable, any other agreement affecting the Property as more particularly described in Item 7 of the First Schedule hereto ("**the Related Agreements**"); and
 - (ii) executing this Power of Attorney hereby created.
- (2) The Donor(s) has on the day and year as stated in Item 8 of the First Schedule hereto entered into the Deed of Assignment.

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

- (1) To deal with the Property in any manner whatsoever including without limitation, the power to accept and take delivery of the separate /strata title to the Property from any relevant person or authority upon issuance thereof, to execute and accept the Memorandum of Transfer of the Property on such terms as the Bank deems fit and to take a transfer of the Property on behalf of the Donor(s) and to execute, deliver and perfect the charge in favour of the Donee under the National Land Code 1965 or the Sarawak Land Code (Sarawak Cap. 81) or the Sabah Land Ordinance (Sabah Cap. 68) as the case may be according to where the Property is located ("**the Charge**") and to enforce all rights, title and interest of the Donor(s) and remedies under the Sale and Purchase Agreement and the Related Agreements and do all other things as fully and effectually as the Donor(s) could do himself in connection therewith;
- (2) To transfer, assign, charge, sell, let, lease or demise the Property or any part thereof, and the full and entire benefit of the Sale and Purchase Agreement and the Related Agreements together with all rights title and interest of the Donor(s) therein, and to do all whatsoever acts, and execute all whatsoever documents to give effect to such transfer, assignment, charge, sale, letting, leasing, demising or dealing or which the Attorney or Attorneys shall deem necessary on any sale by the Attorney or Attorneys of the Donor(s)'s rights title and interest in the Property under the power of sale conferred on the Attorney or Attorneys under the provisions of the Deed of Assignment, and to give good receipt for the purchase moneys received, and also to do and perform all whatsoever acts, matters and things necessary or expedient for the registration of such instruments or documents as fully and effectually as the Donor(s) could do himself if the Donor(s) was personally present with power for the Attorney or Attorneys to substitute and appoint one or more Attorneys under him for all or any of the purposes aforesaid as he shall think fit.
- (3) To execute, sign and do all deeds, instruments, acts and things whatsoever, which shall in the opinion of the Donee be necessary or expedient that the Donor should execute, sign or do for the purpose of carrying out any obligations declared or imposed upon the Donor by the Deed of Assignment and (if applicable) the Charge or for giving to the Donee on the Donor's behalf the full benefit of any of the provisions of the Deed of Assignment and (if applicable) the

Charge, and generally to use the Donor's name in the exercise of all or any of the powers conferred on the Donee by the Deed of Assignment and (if applicable) the Charge as well as to enable the Donee to rectify, complete, rebuild and/or do any acts necessary for the preservation, reinstatement or improvement of buildings thereon the Property without being deemed to have entered into possession.

- (4) To perform any and all whatsoever acts, execute and deliver or otherwise perfect any and all whatsoever deeds, instruments, agreements as the Donee deems fit, necessary or expedient to give effect to the powers and rights of the Donee under the Deed of Assignment and (if applicable) the Charge.
- (5) And the Donor(s) hereby declares that the power hereby created being given for valuable consideration shall be irrevocable for so long as the Deed of Assignment has not been released and re-assigned or (as the case may be) the Charge shall not have been discharged.
- (6) And the Donor(s) hereby undertakes to ratify whatever the Attorney or Attorneys under the power in that behalf hereinbefore contained may do or purport to do by virtue of this Power of Attorney.
- (7) The Donor(s) acknowledge(s) and confirm(s) that this Power of Attorney is in addition and without prejudice to any other security documents relating to the grant of the Facility.
- (8) This Power of Attorney shall bind the Donor(s)' heirs, personal representatives, liquidators, receivers, successors in title and permitted assigns as the case may be and shall inure to the benefit of the Donee, and the Donee's successors and assigns.
- (9) The expressions used in this Power of Attorney shall have, unless repugnant to the context, the same meanings as defined in the Deed of Assignment.

(the remainder of this page is intentionally left blank)

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

SIGNED by the said Donor(s)

[name of the Donor])

[NRIC No.])

in the presence of: -)

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I, _____ an Advocate and Solicitor of the High Court
of _____ practising at _____ hereby certify that the signature of the
Donor(s) abovenamed was written in my presence on this _____ day of _____ 20 _____ and is
according to my own personal knowledge the true signature of _____
who has acknowledged to me that he is of full age and that he has voluntarily executed this instrument.

Witness my hand,

THE FIRST SCHEDULE

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

Item	Matters	Particulars
1	The day and year of this Power of Attorney	
2	The name(s) and description(s) of the Donor(s)	
3	The name and description of the Customer	
4	The Facility	Ringgit Malaysia RM
5	The description of the said Property	Land/Master Title: Building/Parcel/Level:
6	The day and year of the Sale and Purchase Agreement	
7	The day and year of each of the Related Agreements	
8	The day and year of the Deed of Assignment	

DATED THE DAY OF 20

POWER OF ATTORNEY

FROM

[NAME]
[NRIC. / Company No.]

IN FAVOUR OF

HSBC AMANAH MALAYSIA BERHAD
(Company No. 807705-X)