TERIMA SEMULA PADA: 12/10/17

MD TAJUDDIN & CO KL05102017008037

Companies Act, 201627:41 AM

Section 352(1) 354 & 356(1) AFTARAN GADAIAN

300.00 Jungalus/15

STATEMENT OF PARTICULARS TO BE LODGED WITH CHARGE

MULIA PROPERTY DEVELOPMENT SDN. BHD. (COMPANY NO. 1139949-K)

13/10/17

To: The Registrar of Companies

1. Charge is created by:

Mulia Property Development Sdn. Bhd. (Company No. 1139949-K) Level 21, Suite 21.01 The Gardens South Tower Mid Valley City, Lingkaran Syed Putra 59200 Kuala Lumpur

- 2. *Charge was created on: 1 5 SEP 2017
 - *Property which is subject to a charge was acquired on :
- 3. The Charge is *fixed /*floating / *fixed and floating.
- 4. The description of the instrument(s) creating or evidencing the Charge is / are :

Deed of Assignment of Land dated ^{1 5} SEP 2017 ("Assignment") made by the Company in favour of MKD Signature Sdn. Bhd. (Company No. 1221313-V)

Describe briefly thenature of

The liability (whether present or prospective) secured by the Charge is :

Financing Facility for a principal sum of Ringgit Malaysia Two Billion (RM2,000,000,000.00) only and including any outstanding profits, costs, charges and other expenses payable by the Assignor.

The liability is secured for the benefit of the company or for another party (name and address of another party)

Mulia Property Development Sdn. Bhd. (Company No. 1139949-K)

Level 21, Suite 21.01 The Gardens South Tower Mid Valley City, Lingkaran Syed Putra 59200 Kuala Lumpur

- 7. The creation of subsequent Charges is / is not restricted or prohibited.
- 8. A short description of the property affected is:
 - The Assignor upon the terms and conditions set out in the loan agreement dated 5 SEP 2017 entered into between the Assignor and the Assignee ("Loan Agreement"), the Assignor hereby assigns all rights, benefits, interests and title in the land held under H.S.(D) 119934, PT 167 Seksyen 67, Mukim Bandar Kuala Lumpur, Daerah Kuala Lumpur, Negeri Wilayah Persekutuan Kuala Lumpur to the Assignee absolutely and not





merely by way of security only for the purpose of securing the payment of the Indebtedness (as defined in the Loan Agreement).

9. The name and address of the Chargee is:

MKD Signature Sdn. Bhd. (Company No. 1221313-V)

Tingkat 7, Bangunan Setia 1 15, Lorong Dungun, Bukit Damansara

Bukit Damansara 50490 Kuala Lumpur

Importants
Some salient covenants or terms and conditions in the instrument of charge.

The Assignor covenants with the Assignee that it shall duly and punctually pay or discharge to the Assignee the Indebtedness (as defined in the Loan Agreement) in accordance with the provisions of the Assignment and the Loan Agreement.

11. The instrument of charge or a copy thereof is kept at the registered office of the sompany and is open to the inspection of any creditor or member of the company without or of any other person on the payment of a fee of RM10.00.

for a fee of RM5.00

Dated this

day of 1 5 SEP 2017

, 2017

Director

Name: Dato' Lai Weng Hoo

Nric No: 600414-10-6649

Attention:

It is an offence under section 591 of the Companies Act 2016 to make or authorize of a stamen 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.

LODGER INFORMATION

Name

MD. TAJUDDIN BIN MD. ISA

NRIC No

570206-08-6669

Address

MD TAJUDDIN & CO

Advocates & Solicitors Suite 1305, 13th Floor Menara AmMetLife.

No. 1, Jalan Lumut, 50400 Kuala Lumpur

Phone No

03-40422005

Email

mtco@mdtauddin.com

. 1139949-K TERIMA SEMULA PADA: 12/10/17

MD TAJUDDIN & CO KL06102017008036 6/10/2017 10:24:59 AM 008 adawiyah 201) 20/10/17

1139949-K , APP-PENDAFTARAN GADAIAN Companies Act, 2016

300.00

Section 352(1), 354 & 356(1)

STATEMENT OF PARTICULARS TO BE LODGED WITH CHARGE

MULIA PROPERTY DEVELOPMENT SDN. BHD. (COMPANY NO. 1139949-K)

To: The Registrar of Companies

1. Charge is created by:

Mulia Property Development Sdn. Bhd. (Company No. 1139949-K) Level 21, Suite 21.01 The Gardens South Tower Mid Valley City, Lingkaran Syed Putra 59200 Kuala Lumpur

- 2. *Charge was created on: 1 5 SEP 2017
 *Property which is subject to a charge was acquired on:
- 3. The Charge is *fixed /*floating / *fixed and floating.
- 4. The description of the instrument(s) creating or evidencing the Charge is / are :

Debenture dated 1.5 SEP 2017 ("Debenture") made by the Company in Javour of MKD Signature Sdn. Bhd. (Company No. 1221313-V)

Describe briefly the nature of

//ae liability (whether present or prospective) secured by the Charge is :

Financing Facility for a principal sum of Ringgit Malaysia Two Billion (RM2,000,000,000.00) only and including any outstanding profits, costs, charges and other expenses payable by the Borrower.

The liability is secured for the benefit of: the company or for another party (name

Pand address of another party)

Mulia Property Development Sdn. Bhd. (Company No. 1139949-K)

Level 21, Suite 21.01 The Gardens South Tower Mid Valley City, Lingkaran Syed Putra 59200 Kuala Lumpur

- 7. The creation of subsequent Charges is / is-not restricted or prohibited.
- 8. A short description of the property affected is :
 - a) by way of a fixed charge over all the Borrower's properties and assets, movable and immovable whatsoever and wheresoever situated and those assets





identified and described in **Schedule 1** of the Debenture including and not limited to the following:-

- i. all its present and future immovable and movable properties (including all lands and buildings), plant, machinery, equipment and motor vehicles wheresoever they may be and including all immovable and movable properties (including all lands and buildings), plant, machinery, equipment and motor vehicles hereafter acquired by the Borrower together with all equipment, accessories and parts pertaining thereto;
- ii. all rights in Intellectual Property or similar rights now or hereafter belonging to the Security Parties;
- iii. all present and future goodwill and uncalled capital and called but unpaid capital for the time being of the Borrower;
- iv. all bills of exchange promissory notes and negotiable instrument of any description now or at any time hereafter beneficially owned by the Borrower;
- v. all the rights titles and interests of the Borrower to and in any debts and the benefit of all rights securities and guarantees of any nature whatsoever now or at any time enjoyed or held by the Borrower;
- vi. any deposits, margins, commissions or other rights of the Borrower to any commodities and any contract or option relating thereto (whether present or future) and any guarantee or security relating thereto whether held by or placed or contracted with the Lender or any other person from time to time:
- vii. all loan capital indebtedness or liabilities both present and future on any account or in any manner owing to the Borrower from any company which now is or may in the future become a related company or a holding company or a subsidiary company of the Borrower; and
- viii. all stocks, shares, debentures, bonds, loan capital and other securities of or in any person or party now owned or hereafter acquired by the Borrower and all rights to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures, bonds, loan capital or other securities of or in any person to which the Borrower may now or hereafter be or become entitled, together with in the case of each of the foregoing, all dividends and other income and all benefits and other rights whatsoever attaching or incidental thereto;
- b) by way of a floating charge over all the undertakings, interests and benefits and other properties and assets of the Borrower (including those referred to above if and in so far as the charges thereon created shall for any reason be unenforceable as fixed charges) movable and immovable whatsoever and wheresoever situated of both present and future including the Borrower's uncalled capital, goodwill, book debts, stock-in-trade (including semi-finished and finished products) and raw materials.

001

9. The name and address of the Chargee is:

MKD Signature Sdn. Bhd. (Company No. 1221313-V)

Tingkat 7, Bangunan Setia 1 15, Lorong Dungun, Bukit Damansara

50490 Kuala Lumpur

vaportant Some salient covenants or terms and conditions in the instrument of charge.

The Borrower hereby further covenants with the Lender that it will at all future times at the request of the Lender and at the Borrower's own cost charge to or deposit with the Lender the documents of title of any or all movable and immovable properties vested in the Borrower for any tenure. Such charge or deposit may be by way of security for the repayment of the moneys hereby secured and may also or otherwise be for the purpose of securing any other moneys owing to the Lender and not secured hereby.

- b) The Borrower hereby covenants and undertakes with the Lender that it will at all future times at the request of the Lender and at the Borrower's own cost and expenses execute any subsequent mortgages, charges, assignments and/or debentures on any lands, building plants, machineries and equipment owned by and to be acquired by the Borrower.
- 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 feet or of any other person on the payment of a fee of RM10.00.

Dated this

day of

1 5 SEP 2017

. 2017

Director

Name : Nric No : Dato' Lai Weng Hoo 600414-10-6649

Attention:

It is an offence under section 591 of the Companies Act 2016 to make or authorize of a stamen 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.

LOGDER INFORMATION

Name

MD. TAJUDDIN BIN MD. ISA

NRIC No

570206-08-6669

Address :

MD TAJUDDIN & CO Advocates & Solicitors Suite 1305, 13th Floor Menara AmMetLife.

No. 1, Jalan Lumut, 50400 Kuala Lumpur

Phone No

03-40422005

Email

mtco@mdtajuddin.com