

DATED THIS

BETWEEN

AND



AMBANK ISLAMIC BERHAD (COMPANY NO. 295576-U)
(Formerly known as AmIslamic Bank Berhad)

POWER OF ATTORNEY
(3rd Party)

Prepared by:

(CB/BBA/3PA/032015)AmL
(Property-3rd Party)

POWER OF ATTORNEY

THIS POWER OF ATTORNEY is created the day and year stated in Section 1 of the First Schedule hereto by the party whose name and description are stated in Section 2 of the First Schedule hereto (hereinafter referred to as "the Donor").

RECITALS

WHEREAS

- I. By a sale and purchase agreement (hereinafter referred to as "the Sale and Purchase Agreement") made on the day and year stated in Section 4 of the First Schedule hereto between the party whose names and descriptions are stated in Section 5 of the First Schedule hereto (hereinafter referred to as "the Vendor") and the landowner (hereinafter referred to as "the Proprietor" (if any)) (who both where are appropriate herein collectively referred to as "the Vendor") and the party whose names and other descriptions are as stated in Section 2 of the First Schedule hereto (hereinafter referred to as "the Donor") or in the case the Donor is not the first purchaser, the First Purchaser named in Section 11 of the First Schedule hereto of the other part, the Vendor agreed to sell and the Donor or the First Purchaser agreed to purchase all the parcel of land together with a permanent building constructed or to be constructed thereon more particularly described in Section 3 of the First Schedule hereto (hereinafter referred to as "the Property") at the price and upon the terms and conditions stated therein and such other relevant agreements/documents (if any) pertaining to the Property evidencing the Donor's rights and/or ownership in the Property.
- II. The Customer has applied to AmBank Islamic Berhad (Company No. 295576-U) (Formerly known as AmIslamic Bank Berhad), a company with its registered office at 22nd Floor, Bangunan AmBank Group, 55, Jalan Raja Chulan, 50200 Kuala Lumpur (hereinafter called "the Donee") for a financing facility (hereinafter referred to as "the Facility") and the Donee has approved the said application in favour of the Customer.
- III. the Donee and the Customer have entered into a property sale agreement (hereinafter referred to as "the Property Sale Agreement") on the day and year stated in Section 7 of the First Schedule hereto wherein the Donee has sold and the Customer has purchased from the Donee the Property at the Selling Price particularly stated in Section 8 of the First Schedule hereto and upon the terms and conditions stated herein.
- IV. An issue document of title/strata title to the Property has not been issued by the relevant authority.
- V. The Donor is the beneficial owner of the Property pursuant to the Letter of Gift made on the day and year stated in Section 9 of the First Schedule hereto (hereinafter referred to as "the Second Letter of Gift").
- VI. As security for the payment of the Indebtedness to the Donee under the Property Sale Agreement, the Donor on the day and year stated in Section 10 of the First Schedule hereto entered into a Third Party Deed of Assignment (hereinafter called "the Assignment") with the Donee whereby the Donor assigned to the Donee absolutely all his rights title and interest in and to the Property.

- VII. To better enable the Donee to exercise all or any of the said rights and powers under the said Assignment, the Donor(s) has agreed to donate this Power of Attorney to the Donee as hereinafter contained.
- VIII. This Power of Attorney is made pursuant and supplemental to the said Assignment.
- IX. The words and expressions used herein save and except as differently defined herein shall have the same meaning as the words terms and expressions in the Property Sale Agreement.

**Delete whichever is not applicable*

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of the premises and for the consideration aforesaid the Donor(s) hereby irrevocably APPOINTS the Donee or any person or corporate body appointed by the Donee as attorney of the Donor(s) and in the Donor(s)'s name or in the name of the attorney or otherwise and on the Donor's behalf to do any and all of the following acts and things:-
- (a) to deal with the Property in any manner whatsoever including the power to accept and transfer the Property on behalf of the Donor(s) and to execute and do all that is necessary to cause the Charge to be registered in favour of the Donee or its nominee or nominees upon issue of an issue document of title/strata title to the Property and to enforce all rights and remedies under the said Assignment and do all things as fully and effectually as the Donor(s) could do himself/themselves in connection therewith and in particular but without prejudice to the generality of the foregoing;
 - (b) to charge, assign, sell, let, lease or demise the Property or any part thereof;
 - (c) to do all whatsoever acts and execute all whatsoever documents to give effect to such charge, sale, letting lease or demise or which the Donee may deem necessary on any sale by the Donee of the Donor(s)' rights, title and interest in the Property under the power of sale conferred by the Assignment;
 - (d) to give a good receipt for the purchase moneys received;
 - (e) to demand and recover and receive from all present and future tenants or occupiers of the Property all rental proceeds or any part thereof or any such monies payable by the tenant from time to time as and when the same shall become due and payable, and to take all necessary steps whether by action, distress or otherwise to recover any rental proceeds or sums of money in arrears;
 - (f) to sign and give notices to tenants and occupiers of the Property to quit or to repair or to abate a nuisance or to remedy a breach of covenant or for any other purpose whatsoever;

- (g) to enforce all covenants in any lease or tenancy agreement affecting the Property and whenever the right to re-enter the Property arises whether out of the proviso for re-entry contained in any lease or tenancy agreement affecting the Property or by virtue of a notice to quit to exercise such and to re-enter or to commence proceedings to recover possession;
 - (h) to issue and sign all receipts for the rental proceeds or any part thereof;
 - (i) to do and perform all whatsoever acts matters and things necessary or expedient for the registration of their Power of Attorney as fully and effectually as the Donor could do himself/themselves as if he/they were personally present with power of such Attorney(s);
 - (j) to substitute and appoint one or more Attorneys under him for all or any of the purposes aforesaid on such terms and conditions as he shall think fit;
 - (k) to enforce all rights covenants and benefit under or in the Sale and Purchase Agreement in respect of the Property;
 - (l) to apply for and obtain the State Authority's consent to transfer and/or charge the said Property if such consent is required;
 - (m) to commence prosecute enforce defend or compromise all actions and other legal proceedings pertaining to the Property and to sign affidavits and all other relevant documents in relation thereto;
 - (n) to employ and remunerate any professional valuer, real estate agents, auctioneer, solicitor and/or any other consultant or professional as the Donee deems fit.
2. AND the Donor(s) hereby agrees and undertakes at all times hereafter to ratify and confirm whatsoever the said attorney or his attorney or attorney(s) shall lawfully do or cause to be done in and concerning the premises by virtue of the Assignment and this Power of Attorney.
3. The Donor(s) hereby declares that this Power of Attorney shall be irrevocable and continue in full force and effect so long as the said Assignment shall remain in force.

IMPORTANT OFFICE

Please take note that signatories to this document may be held liable instead of the Customer together with the Customer to the Donee for the amount due by the Customer to the Donee and guaranteed/secured by this document.

Signatories to this document are advised to seek independent legal advise before signing this document.

IN WITNESS WHEREOF the Donor(s) has executed this Power of Attorney the day and year first abovewritten.

SIGNED by Donor(s))
)
)
in the presence of:-) _____

I, _____ an Advocate and Solicitor of the High Court of
*Malaya/Borneo practising at _____ hereby certify that the above
signature(s) of the Donor(s) was/were written in my presence on this _____ day of
and is/are according to may own personal knowledge the true signature(s) of the said Donor(s)
who has/have acknowledged to me that he/they is/are of full age and that he/they has/have
freely and voluntarily and with full understanding of the terms contained in this instrument,
executed the Power of Attorney contained in the within instrument.

Witness my hand

- Delete whichever is inapplicable

IN WITNESS WHEREOF the Donor(s) has executed this Power of Attorney the day and year first abovewritten.

Common Seal of the)
Donor(s) was affixed)
)
)
in the presence of:-) _____

I, _____ an Advocate and Solicitor of the High Court of
*Malaya/Borneo practising at _____ hereby certify that the Common
Seal of the abovenamed Donor(s) was duly affixed to this Power of Attorney in accordance with
the regulations of the Donor(s) company in my presence on this _____ day of _____

Witness my hand

*Delete whichever is inapplicable

THE FIRST SCHEDULE

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

Section No.	Item	Particulars
1.	The day and year of this Power of Attorney	
2.	Name and description of the Donor Address/Registered Address	
3.	Description of the Property	
4.	The day and year of the Sale and Purchase Agreement	
5.	(a) Name and Description of the Developer/Vendor (b) Name and Description of the Proprietor	
6.	Name and Description of the Customer	
7.	The date and year of the Property Sale Agreement	
8.	The Selling Price	
9.	The day and year of the Letter of Gift	
10.	The date and year of the Third Deed of Assignment	
11.	First Purchaser (other than the Donor (if applicable) Series of Instruments of Sale and Assignment made subsequent to the Sale and Purchase Agreement (to include the last Sale Agreement and Deed of Assignment made between Last Purchaser and Donor(s))	