

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT is made the _____ day of _____ 200... BETWEEN FIVESTAR DEVELOPMENT (PUCHONG) SDN BHD (**Company No. 368625-V**) of Bangunan Tan Lai Kim, No. 160, Batu 3 ¼, Jalan Kelang Lama, 58000 Kuala Lumpur (hereinafter called "**the Assignor**") of the part and PUCHONG HARTAMAS RESIDENT ASSOCIATION, an association form in Malaysia and having its address at No. 30, Jalan PH 2/1, Taman Puchong Hartamas, 47100 Puchong, Selangor (hereinafter called "**the Assignee**") of the other part.

WHEREAS

1. By Supplemental Agreement executed by the Assignor and the Purchasers of the property in the housing development known as "PUCHONG HARTAMAS"[hereinafter called "the Supplemental Agreement"] the Assignor had agreed to provide the facilities and services as define in the Supplemental Agreement details of which are more particularly described in the Supplemental Agreement and upon the terms and conditions therein contained.
2. Pursuant to Clause 1.5 of the Supplemental Agreement, the Assignor has agreed to assign and transfer all of the Assignor's rights, title and interests in Supplemental Agreement and the Assignee has agreed to accept the same SUBJECT TO the conditions those hereinafter appearing.
3. The Assignor has agreed to assign, transfer and conveys ABSOLUTELY unto the Assignee the Assignor title, interest, benefit, advantage, property, claim and demand whatsoever of the Assignor in or to the same together with the entire rights and benefits of all the stipulations contained in the Supplemental Agreement and all remedies for enforcing the same and the Assignee accepts this Assignment.

NOW THIS DEED OF ASSIGNMENT WITNESSETH as follows: -

1. The Assignee hereby covenant with the Assignor that the Assignee shall pay perform and observe the stipulations agreements provisions and conditions which are mentioned or contained in the Supplemental Agreement and shall perform and observe the terms conditions of the Supplemental Agreement or otherwise in relation thereto.
2. In amplification and not in derogation of the matters hereinbefore expressed and set forth the Assignee hereby expressly agree and confirm that SUBJECT only to the express terms and modification contained in this Assignment, the Assignee shall assume all the sundry obligations and liabilities and shall be entitled to all whatsoever benefits, rights, title and interests imposed upon or vested in the Assignor by under or pursuant to the Supplemental Agreement as fully and effectively as if the Assignee had been the sole party in the Supplemental Agreement in place of the Assignor.

3. The Assignor hereby covenants with the Assignee that the Assignor has not in any way or manner whatsoever committed any breach or non-observance of any of the covenants, stipulations, terms and conditions of the Supplemental Agreement prior to and including the date of this Assignment.
4. The costs of and incidental to the preparation and completion of this Deed of Assignment including the stamp duty, if any, shall be borne and paid for solely by the Assignee.
5. Time wherever mentioned in this Deed of Assignment shall be deemed to be of the essence of this Agreement.
6. This Agreement shall be binding on the personal representatives and permitted assigns of the Assignor and the Assignee.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written: -

Signed by the Assignor)
)
 in the presence of :-)

SIGNED by)
)
)
 The Assignee)
 in presence of:-)