LETTER TO ADVISE RELEASE OF FACILITIES

[ON LETTERHEAD OF SOLICITORS]

Date OCB Our	C's R	: ef :								
No 2 .	Jalan	IK (MAI Hang K a Lump	(asturi	BERHA	D				Completion Date: Extended Completion Date: Redemption Due Date: Billing Due Date:	
Dear S	Sirs,									
Borrov Facilit	wer(s) ies		: F	EASE C	F FACIL	ITIES				
1.1	We	confirm	the foll	owing wi	th regard	d to the pr	roperty and	d pur	chaser of the property:-	
		Non -H Auctior Malay I Encum Free fro *First p	DA proper	erty *with s y *with s Land / *charge mbrance d party '	h separa eparate e / *assig e 'charge/	ite title/ *u title/*unde nment/ *p *assignme		ter Title Title /eat/*l	itle ilien holders caveat	
1.2	We	confirm	that:-							
	(a) (b) (c)	the ur and a	nderlying re bindir	transac	tion and Borrowe	the finaner(s) and	security pa	ecurit arties	ity arrangement are not in breach of any la s; an be used for this matter.	aws
1.3							results, c d are in or		mations, certificates and undertakings set	out

<u>Security Documents</u>: The Bank's security documents have been reviewed by us, are in order and we have witnessed the execution of the same. The Bank's security interests have been perfected, is valid

and enforceable.

1.5	pay	ease of the Facilities: We confirm that the Facilities can be released in the amount(s) and to the ee(s) named in the following manner and we acknowledge that in releasing the Facilities, you have ed on our undertakings and confirmations in this letter and in the enclosed Schedule .
		Pay Redemption Sum * progressively to for RM *by way of contra account no.
		Pay * progressively to * under HDA account no.
		Pay to for RM
		Pay to for RM
		le of collection of cheque: By Hand Courier mode of collection for the Cashier's Order is not indicated, we will courier the Cashier's order to you without further reference u.
		The Overdraft facility of RM is to be made available to the Borrower.
		The sum of RM is to credit into Borrower(s) account no. with OCBC Bank.
	For	LVS financing:-
		We hereby confirm that we have explained and the Borrower(s) is agreeable in regards to the charges in our invoice for the legal fees and disbursement charges.
		Shortfall of the legal fees has been deposited with us.
Yours	faithf	ully,
Name of Solicito		m : Charge :

CONFIRMATIONS & UNDERTAKINGS

	Please check the box if relevant	Yes	No	Bank's Remarks
Bankr securi	ion 1- Bankruptcy/ Winding-up Searches uptcy search to be conducted in the country of Origin of the Borrower(s)/ Vendor(s) and/ or ty party(ies). Where security party(ies) is a foreign company, to conduct an insolvency search in ountry of Origin.			
1.	Bankruptcy/winding-up searches have been conducted on :- Property with Title (i) the Borrower/Chargor (ii) other security parties			
	Property Without Title (i) the Borrower /Assignor (ii) other security parties (iii) the Developer (for direct purchase) (iv) the Developer and Vendor (for sub-sale) (v) the Proprietor (if the master title not in the name of developer)			
	We confirm that each of the parties named above have not been adjudicated bankrupt or wound-up. Enclosed herewith the bankruptcy/winding-up search(es).			
Sect	ion 2- Statutory Declaration			
1.	Statutory declaration declared by the Borrower(s) and Assignor(s)/ Chargor(s) that the Property is owner occupied/ for own business use. Enclose herewith the Statutory Declaration which is duly stamped and affirmed by the commissioner for oaths.			
Sect	ion 3- Non-Malaysian citizen or foreign company (as defined in S.433A Na	tional	Land	Code)
1.	The State Authority's (under S.433(B) NLC) and/ or * EPU's approval for the acquisition of the Property has been obtained and are in order. Enclose herewith the approval(s) from:-			
	(a) State Authority; (b) Economic Planning Unit.			
Sect	ion 4- Land Search			
1.1	Land search has been conducted on the *Master Title. Date of search report is no earlier than 6 months from the date of this letter.			
1.2	Land search has been conducted on the Individual title or Strata Title (as at the date of presentation of the private caveat/ charge or later).			
1.3	Quit rent payment on *Master Title/Individual title or strata title is current.			
1.4	The Master Title/Individual title or strata title is under Residential/Commercial/Others land use. (For Others, please specify)			
	Enclosed herewith the land search.			

2.	The express conditions on the * Master Title/ Individual Title or Strata Title are acceptable.		
3.	Approval for conversion of land use to Residential (or Commercial for serviced apartments or Others) has been obtained and the conditions imposed for such approval(s) have been complied with. Enclose herewith the approval and premium receipt. (For Others, please specify)		
4.	There are restriction-in-interest on the * Master title/ Individual Title or Strata title. Enclose herewith:-		
	 (a) the #consent to transfer and consent to charge; (b) the blanket consent to transfer and charge from State Authority; (c) Developer's Undertaking to obtain consent to transfer. (d) Application for consent to charge for your execution. 		
	# where property is still held under master title, consent to transfer/charge is applicable if land office/registry process application for consent to transfer and charge even though individual title has not been issued.		
5.	Caveat entered by 3 rd Party:- (a) For property with individual title- caveat(s) will be removed upon payment of Redemption sum or prior to the presentation of the transfer and the charge in the Bank's favour. (b) For property without individual title- there is/are other private/		
	lienholder's/ registrar's/ trust's caveats lodged on the master title which *do not affect the Bank's security in the Property.		
6.	Malay Reserve Land (MRL):-		
	We confirm that the Malay Reserve Enactment for the state allows the Chargor(s)/ Assignor(s) to be registered as a proprietor and for the Bank to take a charge/assignment over the Property. Enclose herewith the approval/blanket approval from State Authority/ Exco.		
Secti	ion 5- Differential Sum		
1.	Between the purchase price and loan amount has been settled. Enclose herewith the confirmation from the Developer/ Vendor/ Solicitor.		
2.	If the redemption sum is higher than the loan amount, the borrower has settled the differential sum. Enclose herewith the confirmation from the Solicitor/ Chargee.		
3.	If the redemption sum is higher than the purchase price, the vendor has settled the differential sum. Enclose herewith the confirmation from the Solicitor/ Chargee.		

Section 6- Completion Date				
1.	Completion date and the Extended Completion Date of the Sale and Purchase Agreement from *Solicitor/ Developer has been obtained. Enclose herewith the Solicitor/Developer's letter of extension.			
2.	For auction property under NLC charge, completion date is [], extension NOT allowed.			
Sect	on 7- Memorandum of Transfer/ Deed of Assignment (by way of transfer)			
1.	The *Memorandum of Transfer/ Deed of Assignment for the Property between the Vendor(s) and the Purchaser(s) has been executed.			
2.	The Purchaser(s) has deposited the stamp duty payable in respect of the transfer of *MOT/ Deed of Assignment for the Property.			
Sect	on 8- Letter of Undertaking from Developer (Non- HDA Property)/ Vendor	r/ Prop	rietor	
Letter of Undertaking from the *Developer/ Vendor/ Proprietor has been verified by us and confirm it is adequate and safeguard the Bank's interest. Enclose herewith the Letter of Undertaking:-				
(a) Deliver the separate title/ strata title of the property upon issuance of individual free from encumbrances together with the valid and registrable				
Memorandum of Transfer in favour of the Purchaser; (b) Not to further encumber the master title upon which the property is erected				
(c) F	vithout prior written consent from the Bank; Refund all monies released in the event the construction of the said property s not completed or abandoned for any reasons whatsoever and/ or the			
(d) F	ertificates of fitness is not issued and/ or non registration of transfer; Refund all monies released in the event Memorandum of Transfer / Deed of assignment (by way of transfer) in favour of the chargor(s)/ assignor cannot be registered/ perfected.			
Sect	on 9- Letter of Undertaking from Sale and Purchase Agreement (SPA) So	licitor		
1.	Letter of Undertaking from the SPA Solicitor's to deliver an executed Memorandum of Transfer together with the Issue Document of Title has been obtained. Enclose herewith the Letter of Undertaking.			
Section 10- Master Chargee's Letter of Disclaimer cum Redemption Statement				
1.	Letter of Disclaimer Cum Redemption Statement from the Master Chargee has been verified by us and confirm it is adequate and safeguard the Bank's interest. Enclose herewith the Letter of Disclaimer cum Redemption Statement:-			

	 (a) To disclaim all rights, interest and title to the property and to exclude the property from any foreclosure proceeding; 		
	(b) To forward the duly executed discharge of charge and individual title/ strata title upon issuance thereof;		
	(c) To refund the redemption sum free of interest in the event of non-		
	registration of the discharge of charge; (d) Agreeable to accept progressive releases of the redemption sum and		
	undertaking to refund all progressive payment if they institute any proceedings against the registered proprietor and/ or against the		
	master title.		
Secti	on 11- Letter of Redemption Cum Undertaking from the Chargee/ Assigne	e	
1.	Letter of Redemption Cum Undertaking has been verified by us and confirm it is adequate and safeguard the Bank's interest. Enclose herewith the Letter of Redemption cum Undertaking:-		
	(a) to forward the duly executed Receipt and Reassignment/ Discharge of Charge and all other relevant documents in respect of the property upon receipt of the redemption sum in full;		
	(b) to refund the redemption sum free of interest if the Receipt and Reassignment/ Discharge of Charge cannot be registered with the relevant authority .		
Secti	on 12- Property Without Title (For HDA Property)		
1.	We have received the Developer's Confirmations pursuant to Section 22D (4) of the Housing Development (Control & Licensing) Act 1966 ("the Act"). Enclose herewith the Developer's confirmation.		
2.	(a) Release of redemption sum (For Sub-sale and Refinancing)— Developer's confirmation that all sums and outgoings ("Outstanding Sum") under the Principal SPA as at the date of its confirmation is fully settled.		
	(b) Release of facility without redemption sum (for Sub-sale and Personal Contingency)- Developer's confirmation that the Outstanding Sum under the Principal SPA up to the date that the Developer receives the Notice of Assignment has been fully settled.		
3.	We have received and enclose herewith the Developer' original acknowledgement of receipt of the following Notice(s) of Assignment:-		
	 (a) Assignment Principal SPA from the Vendor(s) to the Assignor(s); (b) Assignment of Principal SPA from the Assignor(s) to Bank; (c) Reassignment of the Principal SPA from the Vendor(s)' financier to the Vendor (s). 		
4.	The Property is sold by Developer with car park(s) stated in the Principal SPA as accessory parcel.		
5.	Car park is sold by Developer separately vide car park agreement. (a) The car park agreement is assigned to the Bank vide the Bank's #Deed of Assignment (Property);		

6.	 (b) ##Notice of Assignment of car park agreement given to developer OR Consent to assignment of car park agreement obtained from developer. # Not necessary to have separate Deed of Assignment of Car Park Agreement as the Bank's standard Deed of Assignment (Property) extends to assignment of car park agreement. ## Obtain consent from developer for assignment of car park agreement if the agreement restricts the purchaser from assignment. Property is sold with separate Upgrading or Renovation Agreement. (a) Upgrading Agreement/Renovation Agreement assigned to the Bank vide the Bank's #Deed of Assignment (Property); (b) Notice of Assignment of Upgrading Agreement /Renovation given to developer. #Not necessary to have separate Deed of Assignment of Upgrading/Renovation Agreement. In Section 6 of the First Schedule of the DA, include the Upgrading/Renovation Agreement. 		
7.	*Direct Purchase of Leased Property from Developer/ *Sub Sale of Leased Property We confirm the following:-		
	 (a) the lease is for at least 30 years; (b) the Deed of Assignment is adequate to assign all rights title and interest of the Assignor (as lessee or sub-lessee) in the lease to the Bank; 		
	(c) the lease of the Property is assignable by the Assignor *by notice / *with		
	consent from the lessor or lessee; (d) the lease can be registered in the name of the Assignor and can be charged to the Bank and is transferable upon issuance of separate title to the Property.		
	(e) there are no terms in the lease which would affect or prejudice the Bank's security interest.		
8.	The following documents have been perfected for the Property:-		
	(a) Deed of Assignment between the Assignor and the Bank;(b) Power of Attorney between the Donor and the Bank. Enclose herewith the presentation with High Court;		
	(c) Receipt and Reassignment between the *Borrower(s)/ Vendor(s) and Existing Financier. Enclose herewith the presentation with High Court;		
	(d) Deed of Assignment between the Vendor(s) and the Purchaser(s).		
Secti	on 13- Property With Title		
1.	*Direct Purchase of Leased Property from Developer/ *Sub Sale of Leased Property		
	We confirm the following:-(a) Tenure of the lease is for at least 30 years;(b) The lease is a registered lease under the National Land Code. Transfer of lease has been presented/ registered;		
	(c) The registered lease can be charged by the chargor without consent of the lessor and without any restriction. Charge over the lease has been		
	presented/registered. (d) There are no terms in the lease which would affect or prejudice the Bank's security interest.		

2.	Charge has been executed by the Chargor(s).		
3.	For release of redemption sum, redemption statement cum undertaking has been obtained from the *chargee/ caveator and private caveat in favour of OCBC Bank (had been lodged. Enclose herewith the presentation receipt.		
4.	The following documents have been presented for registration for the property and enclose herewith the presentation receipt:-		
	(a) Withdrawal of Private Caveat(s) in respect of OCBC Bank in respect of Purchaser in respect of third party (please specify);		
	(b) Discharge of existing Charge(s);		
	(c) Memorandum of Transfer;		
	(d) Charge.		
Secti	on 14- Where the Chargor/ Assignor is a Company		
1.	Company secretary has confirmed that the Chargor/ Assignor is an exempt private company and its charge/ assignment of the Property to secure the Loan does not contravene S133A Companies Act. Enclose herewith the company secretary's confirmation.		
2.	Company auditor has confirmed that the Chargor/ Assignor is solvent on execution of the charge/ assignment. Enclose herewith the company auditor's confirmation.		
3.	We confirm that the shareholder(s)' & Director(s)' resolutions passed are in accordance with the M & A of the Chargor/Assignor and the M&A empower the Chargor/Assignor to assign/ charge the Property to secure director/ 3 rd party borrowings and the contents of the resolutions are appropriately worded and good for intended purpose. Enclose herewith the:-		
	(a) Board Resolution authorising the charge/ assignment of the Property and execution of security documents in favour of the Bank for the borrowings:		
	borrowings; (b) Shareholder(s)' Resolution authorising the charge/ assignment of the Property and execution of security documents in favour of the Bank for the borrowings.		
4.	Company search undertaken at Companies Commission of Malaysia (CCM):-		
	(a) It does not reveal any prior encumbrances by a debenture holder;(b) Debenture subsisting, we enclose herewith the Letter of Disclaimer from the debenture holder.		
	Enclose herewith the CCM search and extract of Form 34 (microfirm) for the unsatisfied charge(s).		

5.	We confirmed that the Form 34 has been filed at Registrar of Companies and we shall forward the Form 40 in due course. Enclose herewith a copy of the *Form 34 and receipt/ Form 40.			
6.	We enclose herewith the Forms 24, 44, 49 and M & A duly CTC by the company secretary.			
Sect	on 15- Where the Vendor is a Company			
1.	Company search undertaken at Companies Commission of Malaysia (CCM) and enclose herewith the CCM search:-			
	(a) It does not reveal any debentures subsisting that will affect the loan			
	collateral;(b) Debenture subsisting, we enclose herewith the Letter of Disclaimer from the debenture's holder.			
	Enclose herewith the CCM search and extract of Form 34 (microfirm) for the unsatisfied charge(s).			
2.	The Solicitor has confirmed that the Director(s)' resolutions passed are in accordance with Vendor's M & A which empower the Vendor to sell the subject property. Enclose herewith the Director(s)' resolutions.			
Sect	on 16- Power of Attorney granted by Vendor (Not a Developer)/Proprietor	of HD	A pro	perty
1.	Vendor under sub-sale of property or proprietor of HDA property had issued Power of Attorney (PA), the PA had been registered with the High Court, is valid, *irrevocable/*had not been revoked and empowers the Attorney to deal with the Property including to transfer the Property.			
	PA registration number and date [].			
	on 17- Auction (Letter of Undertaking from chargee to refund loan for couerty, NOT required).	urt sale	e of N	LC charged
1.	Proclamation of Sale duly signed by the successful Bidders/ Agent. Enclose herewith the Original Proclamation of Sale and/ or *Letter of Authorisation for the appointment of Agent.			
2.	Auction by way of assignment and individual title has been issued with restrictions-in-interests on title. We enclose herewith the consent to transfer and charge.			
Sect	on 18- Construction Loan			
1.	We confirmed that all Terms and Conditions for construction of building stated in the Letter of Offer have been complied with.			

Secti	Section 19- Other Documents								
1.	Developer's Licence.								
2.	Developer's billing claim for payment supported by Architect's Certificate(s).								
3.	Invoice for the legal fees.								
4.	For Facilities up to RM250K and guaranteed by person other than spouse								
	of Borrower: (a) Borrower's letter to guarantor disclosing all credit facilities from financial institutions and guarantees that Borrower issued;								
	(b) Borrower's letter to Bank to authorise Bank to disclose to guarantor all correspondence with the Borrower;								
	(c) Guarantor's letter to Bank to confirm that he had been informed of his								
	rights and obligations as a guarantor of the Facilities and his willingness to stand as guarantor; (d) Guarantor's consent for additional facilities, if applicable.								
Section 20- Additional Confirmation									
For E	Bank Use:			Yes	No				
1.	Valuation Report Required?								
	Valuer:								
	Valuation Report dated:								
	Current Market Value RM								

Borrower(s):
Bank Reference:
Account No.:

SECURITY DOCUMENTS

Section 1: We enclose herewith the following Security Documents for safe keeping:-Section 2: We undertake to forward the following Security Documents upon stamping and registration of the same from the relevant land office/ registries, CCM and/ or High Court:-For Bank Use: **Enclosed Pending** 1. Supplementary Letter of Offer dated: 2. Letter Of Advice to Borrower(s) dated: П 3. Letter of Disclaimer from Master Chargee dated:

4.

5.

6.

Absolute Assignment Policy

Deferred MOT date:

Notice of Assignment to Developer

П