

LETTER TO ADVISE RELEASE OF FACILITIES

[ON LETTERHEAD OF SOLICITORS]

Date : [REDACTED]
OCBC's Ref : [REDACTED]
Our Ref : [REDACTED]

Completion Date: [REDACTED]
Extended Completion Date: [REDACTED]
Redemption Due Date: [REDACTED]
Billing Due Date: [REDACTED]

OCBC AL-AMIN BANK BERHAD
No 2 Jalan Hang Kasturi
50050 Kuala Lumpur

Dear Sirs,

LETTER TO ADVISE RELEASE OF FACILITIES

Customer(s) : [REDACTED]
Facilities : RM [REDACTED]
*Developer / Vendor(s) : [REDACTED]

1.1 We confirm the following with regard to the property and purchaser of the property:-

- HDA property *with separate title/ *under Master Title
- Non -HDA property *with separate title/ *under Master Title
- Auction property *with separate title/*under Master Title
- Malay Reserve Land
- Encumbered by *charge / *assignment/ *private caveat/*lien holders caveat
- Free from encumbrance
- *First party/*third party *charge/*assignment
- Purchaser *is/*is not a foreigner or foreign company

1.2 We confirm that:

- (a) the underlying transaction is valid and enforceable;
- (b) the underlying transaction and the financing, Islamic and security arrangement are not in breach of any laws and Shariah principles and are binding on the Customer(s), Asset Owner(s) and security parties;
- (c) the Bank's standard facilities, Islamic transaction documents and security documents can be used for this matter.

1.3 **Confirmations & Undertakings:** The search results, confirmations, certificates and undertakings set out in the schedule have been reviewed by us and are in order.

1.4 **Security Documents:** 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, are valid and enforceable.

1.5 **Islamic Transaction Documents:** The Bank's Islamic transaction documents have been reviewed by us, are in order, valid and enforceable, and we have witnessed the execution of the same. The sequence of execution of the Islamic transaction documents has been observed for Shariah compliance.

1.6 **Release of the Facilities:** We confirm that the Facilities can be released in the amount(s) and to the payee(s) named in the following manner and we acknowledge that in releasing the Facilities, you have relied on our undertakings and confirmations in this letter and in the enclosed **Schedule**.

Pay Redemption Sum * progressively to [REDACTED] for RM [REDACTED] *by way of contra account no. [REDACTED]

Pay * progressively to [REDACTED] for RM [REDACTED] * under HDA account no. [REDACTED]

Pay to [REDACTED] for RM [REDACTED]

Pay to [REDACTED] for RM [REDACTED]

Mode of collection of cheque: By Hand Courier

If the mode of collection for the Cashier's Order is not indicated, we will courier the Cashier's order to you without further reference to you.

The sum of RM [REDACTED] is to credit into Customer(s) account no. [REDACTED] with OCBC Al-Amin Bank.

For LVS financing:-

We hereby confirm that we have explained and the Customer(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 faithfully,

Name of Firm :
Solicitor-In-Charge :

CONFIRMATIONS & UNDERTAKINGS

<i>Please check the box if relevant</i>		Yes	No	Bank's Remarks
Section 1- Bankruptcy/ Winding-up Searches				
<i>Bankruptcy search to be conducted in the country of Origin of the Customer(s)/ Vendor(s) and/ or security party(ies). Where security party(ies) is a foreign company, to conduct an insolvency search in their country of Origin.</i>				
1.	Bankruptcy/winding-up searches have been conducted on :- <u>Property with Title</u> (i) the Customer/Chargor (ii) other security parties <u>Property Without Title</u> (i) the Customer/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).	<input type="checkbox"/>	<input type="checkbox"/>	
Section 2- Statutory Declaration				
1.	Statutory declaration declared by the Customer(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.	<input type="checkbox"/>	<input type="checkbox"/>	
Section 3- Non-Malaysian citizen or foreign company (as defined in S433A Nat 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.	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
Section 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.	<input type="checkbox"/>	<input type="checkbox"/>	
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).	<input type="checkbox"/>	<input type="checkbox"/>	
1.3	Quit rent payment on *Master Title/Individual title or strata title is current.	<input type="checkbox"/>	<input type="checkbox"/>	
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.	<input type="checkbox"/>	<input type="checkbox"/>	

2.	The express conditions on the * Master Title/ Individual Title or Strata Title are acceptable.	<input type="checkbox"/>	<input type="checkbox"/>	
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.....)	<input type="checkbox"/>	<input type="checkbox"/>	
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.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
5.	Caveat entered by 3 rd Party:- (a) <u>For property with individual title-</u> 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) <u>For property without individual title-</u> 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.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
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.	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	
Section 5- Differential Sum				
1.	Between the purchase price and financing amount has been settled. Enclose herewith the confirmation from the Developer/ Vendor/ Solicitor.	<input type="checkbox"/>	<input type="checkbox"/>	
2.	If the redemption sum is higher than the financing amount, the Customer has settled the differential sum. Enclose herewith the confirmation from the Solicitor/ Chargee.	<input type="checkbox"/>	<input type="checkbox"/>	
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.	<input type="checkbox"/>	<input type="checkbox"/>	

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.	<input type="checkbox"/>	<input type="checkbox"/>	
2.	For auction property under NLC charge, completion date is [], extension NOT allowed.	<input type="checkbox"/>	<input type="checkbox"/>	
Section 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.	<input type="checkbox"/>	<input type="checkbox"/>	
2.	The Purchaser(s) has deposited the stamp duty payable in respect of the transfer of *MOT/ Deed of Assignment for the Property.	<input type="checkbox"/>	<input type="checkbox"/>	
Section 8- Letter of Undertaking from Developer (Non- HDA Property)/ Vendor/ Proprietor				
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:-		<input type="checkbox"/>	<input type="checkbox"/>	
(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;		<input type="checkbox"/>	<input type="checkbox"/>	
(b) Not to further encumber the master title upon which the property is erected without prior written consent from the Bank;		<input type="checkbox"/>	<input type="checkbox"/>	
(c) Refund all monies released in the event the construction of the said property is not completed or abandoned for any reasons whatsoever and/ or the certificates of fitness is not issued and/ or non registration of transfer;		<input type="checkbox"/>	<input type="checkbox"/>	
(d) 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.		<input type="checkbox"/>	<input type="checkbox"/>	
Section 9- Letter of Undertaking from Sale and Purchase Agreement (SPA) Solicitor				
1.	Letter of Undertaking from the SPA Solicitor's to deliver an executed Memorandum of Transfer together with the Issued Document of Title has been obtained. Enclose herewith the Letter of Undertaking.	<input type="checkbox"/>	<input type="checkbox"/>	
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:-	<input type="checkbox"/>	<input type="checkbox"/>	

	(a) To disclaim all rights, interest and title to the property and to exclude the property from any foreclosure proceeding;	<input type="checkbox"/>	<input type="checkbox"/>	
	(b) To forward the discharge of charge and individual title/ strata title upon issuance thereof;	<input type="checkbox"/>	<input type="checkbox"/>	
	(c) To refund the redemption sum received in the event of non-registration of the discharge of charge;	<input type="checkbox"/>	<input type="checkbox"/>	
	(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.	<input type="checkbox"/>	<input type="checkbox"/>	
Section 11- Letter of Redemption Cum Undertaking from the Chargee/ Assignee				
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:-	<input type="checkbox"/>	<input type="checkbox"/>	
	(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 in full;	<input type="checkbox"/>	<input type="checkbox"/>	
	(b) to refund all sums received if the Receipt and Reassignment/ Discharge of Charge cannot be registered with the relevant authority.	<input type="checkbox"/>	<input type="checkbox"/>	
Section 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.	<input type="checkbox"/>	<input type="checkbox"/>	
2.	(a) <u>Release of redemption sum (For Sub-sale and Refinancing)</u> - Developer's confirmation that all sums and outgoings ("Outstanding Sum") under the Principal SPA as at the date of its confirmation is fully settled.	<input type="checkbox"/>	<input type="checkbox"/>	
	(b) <u>Release of facility without redemption sum (for Sub-sale and Personal Contingency)</u> - 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.	<input type="checkbox"/>	<input type="checkbox"/>	
3.	We have received and enclose herewith the Developer' original acknowledgement of receipt of the following Notice(s) of Assignment:-	<input type="checkbox"/>	<input type="checkbox"/>	
	(a) Assignment Principal SPA from the Vendor(s) to the Assignor(s);	<input type="checkbox"/>	<input type="checkbox"/>	
	(b) Assignment of Principal SPA from the Assignor(s) to OCBC Al-Amin Bank Berhad;	<input type="checkbox"/>	<input type="checkbox"/>	
	(c) Reassignment of the Principal SPA from the Vendor(s)' financier to the Vendor (s).	<input type="checkbox"/>	<input type="checkbox"/>	
4.	The Property is sold by Developer with car park(s) stated in the Principal SPA as accessory parcel.	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Car park is sold by Developer separately vide car park agreement.	<input type="checkbox"/>	<input type="checkbox"/>	
	(a) The car park agreement is assigned to the Bank vide the Bank's #Deed of Assignment (Property) ;			
	(b) ##Notice of Assignment of car park agreement given to developer OR			

*Delete if not applicable

	<p>Consent to assignment of car park agreement obtained from developer.</p> <p># 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.</p> <p>## Obtain consent from developer for assignment of car park agreement if the agreement restricts the purchaser from assignment.</p>	<input type="checkbox"/>	<input type="checkbox"/>	
6.	<p>Property is sold with separate Upgrading or Renovation Agreement.</p> <p>(a) Upgrading Agreement/Renovation Agreement assigned to the Bank vide the Bank's #Deed of Assignment (Property);</p> <p>(b) Notice of Assignment of Upgrading Agreement /Renovation given to developer.</p> <p>#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.</p>	<input type="checkbox"/>	<input type="checkbox"/>	
7.	<p><u>*Direct Purchase of Leased Property from Developer/ *Sub Sale of Leased Property</u></p> <p>We confirm the following:-</p> <p>(a) the lease is for at least 30 years;</p> <p>(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;</p> <p>(c) the lease of the Property is assignable by the Assignor *by notice / *with consent from the lessor or lessee;</p> <p>(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.</p> <p>(e) there are no terms in the lease which would affect or prejudice the Bank's security interest.</p>	<input type="checkbox"/>	<input type="checkbox"/>	
8.	<p>The following documents have been perfected for the Property:-</p> <p>(a) Deed of Assignment between the Assignor and the Bank;</p> <p>(b) Power of Attorney between the Donor and the Bank. Enclose herewith the presentation with High Court;</p> <p>(c) Receipt and Reassignment between the *Customer(s)/ Vendor(s) and Existing Financier. Enclose herewith the presentation with High Court;</p> <p>(d) Deed of Assignment between the Vendor(s) and the Purchaser(s).</p>	<input type="checkbox"/>	<input type="checkbox"/>	
Section 13- Property With Title				
1.	<p><u>*Direct Purchase of Leased Property from Developer/ *Sub Sale of Leased Property</u></p> <p>We confirm the following:-</p> <p>(a) Tenure of the lease is for at least 30 years;</p> <p>(b) The lease is a registered lease under the National Land Code. Transfer of lease has been presented/ registered;</p> <p>(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.</p> <p>(d) There are no terms in the lease which would affect or prejudice the Bank's security interest.</p>	<input type="checkbox"/>	<input type="checkbox"/>	

2.	Charge has been executed by the Chargor(s).	<input type="checkbox"/>	<input type="checkbox"/>	
3.	For release of redemption sum, redemption statement cum undertaking has been obtained from the *chargee/ caveator and private caveat in favour of OCBC Al-Amin Bank (had been lodged. Enclose herewith the presentation receipt.	<input type="checkbox"/>	<input type="checkbox"/>	
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 Al-Amin Bank in respect of Purchaser in respect of third party (please specify _____); (b) Discharge of existing Charge(s); (c) Memorandum of Transfer; (d) Charge.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	

Section 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 Financing does not contravene S133A Companies Act. Enclose herewith the company secretary's confirmation.	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Company auditor has confirmed that the Chargor/ Assignor is solvent on execution of the charge/ assignment. Enclose herewith the company auditor's confirmation.	<input type="checkbox"/>	<input type="checkbox"/>	
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 financing and the contents of the resolutions are appropriately worded and good for intended purpose. Enclose herewith the:- (a) Board Resolution authorising the the charge/ assignment of the Property and execution of security documents in favour of the Bank for the financing; (b) Shareholder(s)' Resolution authorising the charge/ assignment of the Property and execution of security documents in favour of the Bank for the financing.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
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	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	

*Delete if not applicable

	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.	<input type="checkbox"/>	<input type="checkbox"/>	
6.	We enclose herewith the Forms 24, 44, 49 and M & A duly CTC by the company secretary.	<input type="checkbox"/>	<input type="checkbox"/>	
Section 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 financing 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).	<input type="checkbox"/>	<input type="checkbox"/>	
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.	<input type="checkbox"/>	<input type="checkbox"/>	
Section 16- Power of Attorney granted by Vendor (Not a Developer)/Proprietor of HDA property				
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 [].	<input type="checkbox"/>	<input type="checkbox"/>	
Section 17- Auction (Letter of Undertaking from chargee to refund financing for court sale of NLC charged property, <u>NOT</u> required).				
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.	<input type="checkbox"/>	<input type="checkbox"/>	
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.	<input type="checkbox"/>	<input type="checkbox"/>	
Section 18- Construction Financing				
1.	We confirmed that all Terms and Conditions for construction of building stated in the Letter of Offer have been complied with.	<input type="checkbox"/>	<input type="checkbox"/>	

Section 19- Islamic Transaction Documents				
1.	<u>Facilities based on Diminishing Musharakah (Musharakah Mutanaqisah) principles:-</u> (a) The owner(s) of the asset/property used in the Islamic Transaction Documents are the same parties as the Customer(s) (b) The asset/property used in the Islamic Transaction Documents has as at the date of the Islamic Transaction Documents been fully constructed	<input type="checkbox"/>	<input type="checkbox"/>	
2.	<u>Facilities based on Ijarah Muntahiah bi Al-Tamlik principles:-</u> (a) <u>The owner(s) of the asset/property used in the Islamic Transaction Documents are the same parties as the Customer(s). If your answer is "yes", the Indemnity by the Customer(s) (following the Asset Purchase Agreement) shall not be executed but to delete by hand</u>	<input type="checkbox"/>	<input type="checkbox"/>	
Section 20- Other Documents				
1.	Developer's Licence.	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Developer's billing claim for payment supported by Architect's Certificate(s).	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Invoice for the legal fees.	<input type="checkbox"/>	<input type="checkbox"/>	
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.	<input type="checkbox"/>	<input type="checkbox"/>	
Section 21- Additional Confirmation				

For Bank Use:

	Enclosed	Pending
1. Supplementary Letter of Offer dated:	<input type="checkbox"/>	<input type="checkbox"/>
2. Letter Of Advice to Customer(s) dated:	<input type="checkbox"/>	<input type="checkbox"/>
3. Letter of Disclaimer from Master Chargee dated:	<input type="checkbox"/>	<input type="checkbox"/>
4. Absolute Assignment Policy	<input type="checkbox"/>	<input type="checkbox"/>
5. Notice of Assignment to Developer	<input type="checkbox"/>	<input type="checkbox"/>
6. Deferred MOT date:	<input type="checkbox"/>	<input type="checkbox"/>