

**TO BE ADOPTED ONTO SOLICITOR'S LETTER HEAD**

**HF 5**

Your Ref	:		1 <sup>st</sup> party		3 <sup>rd</sup> party	
Our Ref	:	1 <sup>st</sup> Release		Final Release		Balance Sum
Date	:		Direct Purchase		Refinancing	

Sub Sale :	Completion Date:		Ext Completion Date	
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Auction :	Completion Date:		Ext Completion Date	
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**MBSB BANK BERHAD**

Retail Credit Administration (Disbursement Department)

Level 8,

Menara MBSB,

46 Jalan Dungun,

Damansara Heights,

50490 Kuala Lumpur.

**OR**

Regional Processing Centre / Service Center

Note : Please refer to as per instruction letter.

Dear Sirs,

**ADVICE FOR DRAWDOWN**

Facility :  
 Customer(s) :  
 Purchaser(s) :  
 Vendor(s) :  
 Chargor(s) :  
 Existing financier :  
 Property :

We refer to the above and confirm the following:

- Security Documents** – Enclosed herewith security documents for your safe keeping.

No	Security Documents	Duly		Dated	Undertake to Forward	Enclosed	
		Stamped	Presented / Registered			Original	Duplicate
1	Letter of Offer						
2	Supplementary Letter of Offer						
3	Letter of Notification						
4	Facility Agreement						

5	Charge Annexure						
6	Power of Attorney						
7	LACA / LADA						
8	Loan Agreement						
9	Letter of Guarantee / Joint & Several Guarantee						
10	Corporate Guarantee						
11	Sale & Purchase Agreement						
12	Proclamation of Sale						
13	Deed of Assignment (By Way of Transfer)						
14	Deed of Assignment (By The Way of Security)						
15	Deed of Receipt & Reassignment						
16	Deed of Mutual Covenants						
17	Property Purchase Agreement						
18	Property Sale Agreement						
19	Verbal Aqad with date and time						
20	Wakalah Letter						
21	Letter of Hibah						
22	Letter of Set-Off						
23	Memorandum of Deposit						
24	Fixed Deposit Receipt						
25	Upgrading Work Agreement / Renovation Agreement						
26	Construction Agreement						
27	Car Park Agreement						
28	Assignment of Rental Proceeds						
29	Form 40						
	Form 34						
30	Other :						
31	Land Search On Individual Title / Master Title						
32	Lodgment of Private Caveat / Lien Holder's Caveat						
33	Withdrawal of Private Caveat / Lien Holder's Caveat						
34	Statutory Declaration For Own Occupation / Business						
35	Quit Rent Receipt						
36	Assessment Receipt						
37	Board Resolution						
38	CTC of Memorandum and Articles of Association						
39	CTC of Forms 24, 44, 49 & 9						

**Solicitor's Remarks (for those presented items).**

1. Item no. 4 presented on \_\_\_\_\_. Presentation no. is \_\_\_\_\_. Receipt enclosed herewith.

**2. Bankruptcy search / winding up search**

Enclosed a Bankruptcy Search / Winding Up Search result via e-insolvency dated _____ which is not more than 6 months from the date hereof as confirmation that the Customer(s) / Purchaser(s)/ Vendor(s)/ Guarantor(s) are :.		
Not Bankrupt / wound- up		Unable to determine the result as confirmed by the Official Assignee
Bankrupt / wound-up. The bankrupt / wound-up is/are : _____		

Enclosed a Statutory Declaration dated _____ that has been signed by the Customer(s)/ / Purchaser(s)/ Vendor(s)/ Guarantor(s) and duly affirmed by the Commissioner For Oaths declaring that :- (i) They are not bankrupt / wound-up and there are no prosecution or other proceedings taken/pending against them; and (ii) That the property is meant for own occupation / business (if applicable).	
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<b>Solicitor's Remarks (if any) :</b>	
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**3. If the Customer(s)/ Purchaser(s)/ Vendor(s)/ Guarantor(s)/ Security Party(ies) are sole proprietorship/partnership/companies**

Searches at the companies commission of Malaysia ("CCM") on the Customer(s) / Purchaser(s)/ Vendor(s)/ Guarantor(s) reveal that they are validly registered, there is no Debenture/ Charge over the property and there in no adverse remarks against any of them	
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Searches at the Companies Commission of Malaysia ("CCM") on the Customer(s) / Purchaser(s)/ Vendor(s)/ Guarantor(s) reveal that they are validly registered and there is Debenture/Charge over the Property. Enclosed Debenture holder's consent. Note. The consent should be to disclaim property and incur further liability.	
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The respective M & A empowered : - (i) The Customer(s) to borrow the facilities and provide the securities required specified under Clause _____ of the M & A; (ii) The charger(s)/Assignor(s) to purchase the Property/charge their assets to secure the Customer's indebtedness as specified under Clause _____ of the M & A; (iii) The Guarantor(s) to guarantee the Customer's indebtedness as specified under Clause _____ of the M & A; (iv) The Vendor(s) to sell the property to the Customer(s)/Purchaser(s) as specified under Clause _____ of the M & A.	
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The Board Resolutions of the Customer(s)/Purchaser(s)/ Vendor(s)/ Guarantor(s)/ Security Party (ies) have been obtained and are in order.	
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Form 34 duly executed and lodged with CCM within 30 days. Enclosed CCM receipt.	
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Section 133A of the companies Act complied with. No breach under this section.	
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Written confirmation from the Corporate Customer / Company Secretary that there is no change in the Board since the date of the latest Form 49	
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For NRCC, Consent for : - (i) Transfer / Sale from FIC obtained. (ii) Transfer and charge from State Authority obtained.	
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<b>Solicitor's Remarks (if any) :</b>	
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#### 4. Land Search

Status: 

Individual title	
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Master Title	
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Freehold	
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Leasehold	
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Expiry Date	
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Land Type	:	
Land Use	:	
Registered Owner	:	
Chargee	:	

Land free from encumbrances	:	Yes		No	
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Restriction in interest	:	Yes		No	
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If Yes:

Blanket approval to Transfer & Charge from State Authority obtained.	
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Consent to Transfer & Charge from State Authority obtained.	
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Developer's Undertaking to obtain Consent obtained.	
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Enclosed a written consent (indemnity) from the Customer on release of Facility despite restriction in interest on Master Title (to be attested).	
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<b>Solicitor's Remarks (if any):</b>	
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Caveat entered by 3 <sup>rd</sup> party	:	Yes		No	
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If Yes:

Type of Caveat	:	Private Caveat		Registrar's Caveat		Lien-Holder's Caveat	
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The caveat was entered by: \_\_\_\_\_

<b>Solicitor's Remarks (if any) :</b>	
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Any Conversion of Land Use	:	Yes		No	
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If Yes:

Confirmation from Land Office conversion premium has been fully paid / settled (to furnish evidence).	
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Enclosed the approval letter dated _____ issued by the Pejabat Tanah Daerah _____ to the developer. The date of conversion is on _____.	
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<b>Solicitor's Remarks (if any) :</b>	
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**5. Letter of Disclaimer cum Redemption from the Bridging Financier**

Partial Release		Full Redemption	
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Enclosed Original Letter of Disclaimer from _____ dated _____.	
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To forward the Discharge of Charge, Duplicate Charge and Title upon issuance thereof.	
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To refund the redemption sum received in full / partial in the event of non registration of the Discharge of Charge.	
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**Confirmed:**

The difference between the redemption sum / stakeholder's portion and the facility has been settled. Enclosed confirmation letter dated _____.	
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<b>Solicitor's Remarks (if any) :</b>	
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**6. Letter of Redemption cum Undertaking from the Existing Charge / Assignee**

Enclosed Original Letter of Redemption Cum Undertaking dated _____ from the exiting chargee/assignee which expires on _____.	
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Enclosed Original Conditional Letter of Redemption Cum Undertaking dated _____ per clause _____ from the existing chargee/assignee which expires on _____. Solicitor's conditional undertaking enclosed.	
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**Undertaking to:**

Refund the redemption sum in the event the Discharge of Charge or Receipt and Reassignment cannot be registered / perfected.	
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Forward the Discharge of Charge, Duplicate Charge and Title / Receipt & Reassignment and other security documents upon receipt of the redemption sum.	
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**Confirmed:**

The difference between the redemption sum & the facility has been settled / deposited. Enclosed confirmation letter dated _____.	
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<b>Solicitor's Remarks (if any) :</b>	
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**7. Letter of Undertaking from Developer / Registered Proprietor / Contractor**

Enclosed Original Letter of Undertaking from Developer/ Proprietor/ Contractor dated _____.	
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Enclosed Original Letter of Undertaking from Proprietor (if applicable) dated _____ (if involved PA between the Proprietor & Developer dated _____ to assign full rights to the Developer).	
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**Undertaking to:**

Refund all monies released by the Bank in the event the construction of the said Property is not completed or abandoned or upon completion, the Certificate of Fitness is not issued or the transfer in favour of the Purchaser and the charge in favour of MBSB cannot be registered for any reason whatsoever.	Developer	Contractor

Refund all monies released by the Bank in the event the said Memorandum of Transfer cannot be registered in favour of the Purchaser thus causing the charge in favour of the Bank not capable of being registered for any reason whatsoever.	Developer	Proprietor

Deliver to the Bank, the separate title/strata title to the said Property upon issuance together with a valid and registrable Memorandum of Transfer in favour of the Customer(s)/Purchaser(s) free from encumbrances.	Developer	Proprietor

Obtained relevant consent to transfer in due course (if applicable).	Developer	Proprietor

Not to further encumber the said property without the Bank's prior written consent.	Developer	Proprietor

**For Financing of Construction, enclosed:**

Approved Building Plan		Schedule of Payment		Contract Sum		Contractor's All Risk Policy	
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Confirmation in writing dated _____ from the Customer on the stage of construction.	
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**For Claims, the Developer / Contractor enclosed:**

Billing		Architect Certificate		Progress Photo	
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<b>Solicitor's Remarks (if any) :</b>	
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**8. Letter of Undertaking form the Vendor**

Enclosed Letter of Undertaking from the Vendor (witnessed by the attending solicitor where the vendor/purchaser is an individual & where the vendor/purchaser is a company witnessed by the authorized signatories) dated _____ to refund all monies paid by the Bank to him in the event the Memorandum of Transfer/Deed of Assignment in favour of the Customer(s)/Purchaser(s) cannot be registered / perfected for any reason whatsoever.	
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Enclosed confirmation in writing dated _____ on the Extension of Completion Date from the SPA Solicitor / Vendor.	
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<b>Solicitor's Remarks (if any) :</b>	
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**9. Letter of Undertaking from The SPA Solicitors (where Title is not available)**

Enclosed Letter of Undertaking from the SPA Solicitor dated _____ to deliver a valid & duly stamped Memorandum of Transfer together with the requisite registration fee pertaining to the aforesaid property upon issuance and the delivery of the same to SPA Solicitor by the Developer subject to issuance of the strata title or individual title.	
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<b>Solicitor's Remarks (if any) :</b>	
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**10. Undertaking from the Documentation Solicitors**

To do all acts and things as would be necessary to stamp all security documents/caused the charge to be registered in favour of MBSB.	
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To forward to MBSB the duly registered / stamped security documents via form HL7 upon receipt of the same from relevant registry.	
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To refund to MBSB all such monies released by MBSB in accordance with our advice herein in the event the charge in favour of MBSB is not registered for any reason whatsoever.	
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To submit Deed of Receipt & Reassignment to High Court for revocation of Power of Attorney.	
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**11. Notice of Assignment – Section 22d (1) of the HDA**

Enclosed the 'Notice of Assignment' duly acknowledged by the Developer and/or Proprietor.	
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A copy of the duly stamped Deed of Assignment (by way of security) has been forwarded to the Developer and/or Proprietor for safe keeping.	
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<b>Solicitor's Remarks (if any) :</b>	
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**12. Consent on Deed of Assignment – Non HDA**

Developer and/or Proprietor duly consented to the Developer and/or Proprietor for safe keeping.	
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<b>Solicitor's Remarks (if any) :</b>	
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**13. Confirmation on the Differential Sum Settled between the Purchase Price & the Financing Sum**

By:	Developer/ Contractor		If Sub- Sale, By:	Vendor(s)		or	Vendor's Solicitor / SPA's Solicitor		Plaintiff's Solicitor (through auction)	

Enclosed confirmation letter dated _____ from the above party.	
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<b>Solicitor's Remarks (if any) :</b>	
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**14. Other Confirmation**

The full ad valorem stamp duty on the Facility has been paid / an amount equivalent to an estimate of the ad valorem stamp duty applicable has been forwarded.	
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SPA Solicitor confirmation that the stamp duty and registration fees have been collected.	
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Legal bill is borne by the MBSB (bill attached herewith & duly enclosed by Customer).	
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All outstanding administrative fees due by the Vendor to the Developer confirmed paid (confirmation dated _____ enclosed).	
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Deed of Assignment / MOT between the vendor and the purchaser has been submitted for adjudication / duly adjudicated on _____ & necessary estimated stamp duty has been deposited.	
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MRTT/MRTA* Letter of Acceptance issued by the relevant insurance company	
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Enclosed absolute Assignment of Life Policy & Original Policy	
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Pursuant to the 3 <sup>rd</sup> Schedule of SPA, enclosed herewith the confirmation of the vendor's submission to the relevant authorities of the application for sub-division.	
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Notice of Assignment of Rental Proceeds served on the tenant.	
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**For condominium, apartment, flat, town-house:**

Enclosed a copy of Master Fire Insurance Policy for completed property.	
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Developer's confirmation that there is no Master Fire Insurance Policy issued for completed property.	
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<b>Solicitor's Remarks (if any) :</b>	
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**15. Advice for Drawdown**

We hereby certify that the documents have been duly executed by the Customer/s and the documents prepared by us have complied with all Banks' requirement and that the interest of the Bank is fully protected.

In the event that the security documentation is not in order and is incomplete and should you as the financier suffer any loss or damage by reason of the security documents not being registered / perfected by reasons attributable to our acts of negligence, error, mistake or omission and / or by reason of the aforesaid security documentation not being in order, ourselves as the solicitors responsible for the preparation of the said security documentation shall be responsible to make good to you in full such loss and damage.

Based on the above and subject to all your other pre-disbursement conditions being fully met, we are of the opinion that it is in order for the Bank to:

Disburse full financing to the Customer/s.	
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Release the redemption sum of RM _____ in favour of the Chargee namely _____ which, Account No is _____.	
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Release the financing sum of RM _____ progressively to the developer through HDA Account No _____ accordingly to the Architect Certificate & for final disbursement, to release 5% being stakeholder portion.	
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Release the balance of the financing sum of RM _____ in favour of the Vendor or appointed stakeholder namely _____ pursuant to Section _____ of SPA dated _____.	
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Thank you.  
Yours faithfully,

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TO BE SIGNED BY SOLICITORS

Cc: Customer/s