

TO BE TRANSCRIBED ONTO YOUR LETTER HEAD

Your Ref :
Our Ref :
Date :

CASE FOR :

<input type="checkbox"/>	Direct Purchase	<input type="checkbox"/>	1 st Party	<input type="checkbox"/>	3 rd Party
		Sub Sale, Completion Date:			
<input type="checkbox"/>	Refinancing	<input type="checkbox"/>	Auction, Completion Date:		
		<input type="checkbox"/> 1 st Release / redemption			
		<input type="checkbox"/> Final Release / Balance sum			

AmBank (M) Berhad /AmBank Islamic Berhad

Documentation Mortgage
Level 14 Tower 1 Wisma AmFirst
Jalan Stadium SS7/15
47501 Petaling Jaya, Selangor.

Dear Sirs,

ADVISE TO RELEASE

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

We refer to your letter of instruction dated ____ and the AmBank/AmBank Islamic Documentation Guide for Consumer Financing. We are pleased to confirm the following :-

1. Security Documents – Enclosed the relevant security documents for your safe keeping:-

No	Security Documents	Date	Enclosed		Undertake To Forward	Duly		N/A
			Original	Duplicate		Stamped	Presented/Registered	
1	Letter of Offer							
2	Supplemental Letter of Offer							
3	Letter of Guarantee							
4	Sale & Purchase Agreement ('SPA')							
5	Power of Attorney							
6	Facility Agreement ('FA')							
7	Charge							
8	Private Caveat on the Master/Individual/Strata Title							
9	Deed of Assignment (by way of Transfer)							
10	Deed of Assignment (by way of Security)							
11	Deed of Assignment of Rental Proceeds							
12	Deed of Receipt & Reassignment							
13	Discharge of Charge							
14	Deed of Mutual Covenants							
15	Property Purchase Agreement (PPA)							
16	Property Sale Agreement (PSA)							
17	Letter of Hibah							
18	Letter of Set-Off							
19	Memorandum of Deposit							
20	Fixed Deposit Receipt							
21	Upgrading Works Agreement							
22	Notice of Assignment							

1. Please select/tick, where applicable.
2. Where item not applicable, insert "N/A"

No	Security Documents	Date	Enclosed		Undertake To Forward	Duly		N/A
			Original	Duplicate		Stamped	Presented / Registered	
23	Master Facility Agreement (MTQ)							
24	Deed Of Assignment (MTQ)							
25	Power of Attorney (MTQ)							
26	Charge (MTQ)							
27	Notice of Assignment of Rental Proceeds served on and acknowledged receipt by tenant(s)							
28	Board Resolution from Borrower							
29	Board Resolution from Chargor/Assignor (for 3 rd Party case)							
30	CTC (by Company Secretary) of Memorandum of Articles and Association ('M & A') / Constitution							
31	CTC (by Company Secretary) of Form 24, 44 and 49							
32	Form 34							
33	Form 40							
34	Others	If any, to list down in a separate listing and to be attached as per Appendix 1.						

Below is the status of the security documents:-

- Power of Attorney**
Presentation no is _____. Presented on _____. Receipt enclosed. Pending extraction from _____ High Court.
- Charge**
Presentation no is _____. Presented on _____. Receipt enclosed. Pending extraction from _____ land office.
- Caveat**
Presentation No is _____. Presented on _____. Receipt enclosed.
- Form 34**
Presentation No is _____. Presented on _____. Receipt enclosed.

Other Remarks: *(Note: Solicitor to highlight the necessary)*

2. Land Search

Enclosed a copy of Title / Master Title Search dated _____

conducted on the individual title / Strata title and the block title at the point of presentation of transfer and/or private/ lien holder's caveat / charge.

conducted on the Master title and the result is not more than 3 months from the date hereof.

Status: Leasehold Freehold

Registered Owner : _____
 Chargee : _____
 Land Use : _____
 Land Type : _____

	Yes	No	
Land Free From Encumbrances			: If yes, go to Section A
Restriction In Interest			: If yes, go to Section B
Caveat Entered By 3 rd Party			: If yes, go to section C
Any Conversion of Land Use			

1. Please select/tick, where applicable.
 2. Where item not applicable, insert "N/A"

Section A

Property with Individual Title / Strata Title

- Consent to Transfer & Charge from State Authority obtained.
- Enclosed a written consent (indemnity) from the Customer(s) on release of Facility based on Private Caveat pending issuance of the consent to transfer and charge.
- Developer's Undertaking to obtain consent to transfer.

Property under Master Title

- Blanket approval to Transfer and Charge from State Authority obtained
- Enclosed a written consent (indemnity) from the Customer(s) on release of Facility despite restriction in interest on Master Title.
- Developer's Undertaking to obtain consent to transfer.

Other Remarks: (Note: Solicitor to highlight the necessary)

Section B

Type of Caveat:

- Private Caveat Registrar Caveat Lien-Holder's Caveat

The caveat entered by: _____

Reason for caveat lodgement : _____

Section C

Enclosed is the approval letter dated _____ issued by the Pejabat Tanah Daerah _____ to the developer together with premium payment receipt. The date of conversion is on _____. Below is the details on the changes:
(Note: Solicitor to highlight the necessary)

Enclosed a written consent (indemnity) from the Customer(s) on release of Facility despite restriction in interest on Master Title.

Applicable for Sarawak only

- Enclosed certified true copy of the Formal Approval for AVTC (Application for variation of title condition)
- Solicitor's confirmation that Section 47 and 48 of Sarawak Land Code does not jeopardize Bank's interest over the land.

Other Remarks: (Note: Solicitor to highlight the necessary)

1. Please select/tick, where applicable.
2. Where item not applicable, insert "N/A"

3. Consent / Approval For Property Under Construction

Enclosed the certified true copy of the approvals from the relevant government agencies and local authorities for the development or construction of the property: -

Advertisement Permit and Developer's License (APDL) (for development govern under HDA)

Valid APDL i.e SPA date must be within the APDL validated period

Development Order (for commercial development)

Building Plan and Layout Plan (for commercial development)

Other Remarks: *(Note: Solicitor to highlight the necessary)*

4. Bankruptcy Search / Winding Up Search

We confirm that the following party(ies) is/are not bankrupt(s) or has not been wound up / has no winding-up petition being taken against the party(ies):.

The Customer(s)

The Chargor(s) / Assignor(s)

The Vendor(s)

The Guarantor(s) / Corporate Guarantor(s) for the facility(ies)

Enclosed a copy each of the Official Assignee / Winding-up, which not more than 6 months from the date hereof.

Other remarks : *(Note: Solicitor to highlight the necessary)*

Enclosed Statutory Declarations ('SD') from these parties duly affirmed by the Commissioner For Oaths, declaring that there are no prosecution, bankruptcy/winding-up or other proceedings have been taken / pending against them and if applicable that the property is meant for owner occupation:-

Customer(s) dated _____

Chargor(s) / Assignor(s) dated _____

Vendor(s) dated _____

Guarantor / Corporate Guarantor dated _____

Others (if any & to insert name and date of SD) :

5. **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") made on the following party(ies) reveal that they are validly registered, there is no debenture/charge over the Property and there is no adverse remarks against any of them :-

Customer(s) dated _____

Chargor(s) / Assignor(s) (applicable if the Chargor(s) / Assignor(s) is not the Customer(s) dated _____

Vendor(s) dated _____

Others (if any & to insert name and the date of search) :

Enclosed a copy each of the CCM search, which is not more than 6 months from the date hereof.

Other Remarks: *(Note: Solicitor to highlight the necessary)*

The respective M & A empowered:-

the Customer(s)/Purchaser(s) to borrow the facilities and provide the securities required specified under Clause ____ of the M & A / Constitution.

the Chargor(s)/Assignor(s) to purchase the Property/to charge the Property, to secure payment of the Customer's/Purchaser's indebtedness as specified under Clause _____ of the M & A / Constitution.

the Guarantor(s) to guarantee the repayment of the Customer's/Purchaser's indebtedness as specified under Clause ____ of the M & A / Constitution.

the Vendor(s) to sell the Property to the Customer(s)/Purchaser(s) as specified under Clause _____ of the M & A / Constitution.

The Board Resolutions from the following parties have been obtained and we confirm that it is in order:-

Resolution from the Customer(s) dated on the acceptance of the facility; on the purchase of the property and the charge/assignment of the property as security for facility granted.

Resolution from the Chargor(s) / Assignor(s) dated _____ on the purchase of the property and the creation of the charge/assignment of the property as security for facility granted (applicable if the Chargor(s) / Assignor(s) is not the Customer(s).

Resolution from Vendor(s) dated _____ on the sale of the Property.

Others (if any & to insert name and date of Resolutions)

Attach confirmation from the company secretary confirming that the Property or guarantee does not contravene Section 224 & 225 of the Companies Act 2016.

Other Remarks: *(Note: Solicitor to highlight the necessary)*

6. Letter Of Undertakings & Confirmations From Developer / Proprietor / Contractor (All letters must be addressed to AmBank (M) Berhad or AmBank Islamic Berhad, whichever is applicable)

Enclosed Original Letter Of Undertaking & confirmation from Developer / Contractor dated _____.

Other Remarks:

An irrevocable Power of Attorney dated _____ granted by the Proprietor to the Developer (applicable, if Proprietor and Developer are different parties).

Enclosed Original Letter Of Undertaking & confirmation from Proprietor dated _____ (applicable, if there is no Power of Attorney entered between the Developer and Proprietor).

They Undertake and confirm:

Developer	Contractor

To refund all monies released by **AmBank (M) Berhad / AmBank Islamic Berhad** in the event the construction of the said Property is not completed or abandoned for any reasons whatsoever or upon completion, the Certificate of Completion and Compliance / Certificate Of Fitness is not issued & Non registration of transfer.

Developer	Proprietor

To refund all monies released by **AmBank (M) Berhad / AmBank Islamic Berhad** in the event the said Memorandum of Transfer cannot be registered causing the charge in favour of AmBank (M) Berhad not capable of being registered.

Developer	Proprietor

To deliver to **AmBank (M) Berhad / AmBank Islamic Berhad**, 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)/Borrower(s)/Purchaser(s) free from encumbrances.

Developer	Proprietor

To obtain relevant consent to transfer in due course (if applicable).

Developer	Proprietor

Not to further encumber the said property without **AmBank (M) Berhad's / AmBank Islamic Berhad** consent.

Developer	Proprietor

The HDA Account No : _____.

Other Remarks: *(Note: Solicitor to highlight the necessary)*

7. Letter of Redemption Cum Undertaking From The Existing Chargee / Assignee (All letters must be addressed to AmBank (M) Berhad or AmBank Islamic Berhad, whichever is applicable)

Enclosed Original Letter of Redemption Cum Undertaking dated _____ from the existing chargee/assignee which expires on _____.

Existing Chargee / Assignee undertakes:

To refund the redemption sum in the event the discharge of charge or receipt and reassignment cannot be registered/perfected.

To forward the Discharge of Charge, Duplicate Charge and Title or Receipt & Reassignment etc upon receipt of the redemption sum

1. Please select/tick, where applicable.
2. Where item not applicable, insert "N/A"

We confirm:

The difference between the redemption sum & the facility has been settled/deposited. Enclosed a confirmation letter from the Purchaser's Solicitor (for sub-sale / auction) / loan solicitor (for refinancing) dated _____

Other Remarks: *(Note: Solicitor to highlight the necessary)*

8. **Letter of Disclaimer Cum Redemption From The Bridging Financier (All letters must be addressed to AmBank (M) Berhad or AmBank Islamic Berhad, whichever is applicable)**

Partial Release Full Redemption

Enclosed Original Letter of Disclaimer from _____ dated _____

The Bridging Financier undertakes to:

To disclaim all rights, interest and title to the said property and to exclude the said property in the event of foreclosure

To forward the Discharge of Charge, Duplicate Charge and Title upon issuance thereof

To refund the redemption sum received in full / partial in the event of non registration of the discharge of charge

We confirm:

The difference between the redemption sum / stakeholder's portion and the facility has been settled. Enclosed a confirmation letter from the Bridging Financier dated _____.

The total redemption sum due to the Bridging Financier is not more than 35% of the Purchase Price ie. within the total amount for Stage 2 (a) (b) & (c) of Third Schedule of the SPA. **(Applicable for new revised Schedule G & H for APDL (Advertisement Permit Developer License) approved from 1st July 2015 onwards)**

The balance redemption sum in excess of 35% of the Purchase Price has been settled. Enclosed a confirmation letter from the Bridging Financier dated _____. **(Applicable for new revised Schedule G & H for APDL (Advertisement Permit Developer License) approved from 1st July 2015 onwards)**

Other Remarks: *(Note: Solicitor to highlight the necessary)*

9. **Letter of Undertaking From The Vendor (All letters must be addressed to AmBank (M) Berhad or AmBank Islamic Berhad, whichever is applicable)**

Enclosed Letter of Undertaking from the Vendor (witnessed by the attending solicitor where the vendor is an individual & where the vendor is a company witnessed by the authorised signatories) dated _____ to refund all monies paid by **AmBank (M) Berhad / AmBank Islamic Berhad**, in the event the Memorandum of Transfer /DOA in favour of the Customer(s)/Borrower(s)/Purchaser(s) cannot be registered/perfected.

Enclosed confirmation in writing dated _____ on the Extension of Completion Date from the Vendor's Solicitor / Vendor (if vendor is unrepresented).

Enclosed Letter of Authorisation from the Vendor to release the balance of the purchase price to SPA Solicitors as Stakeholders (witnessed by the attending solicitor where the vendor is an individual & where the vendor is a company witnessed by the authorised signatories) dated _____) *(applicable, if the release of the balance of purchase price is made one (1) year after the date of SPA).*

Other Remarks: *(Note: Solicitor to highlight the necessary)*

10. **Letter of Undertaking From The SPA Solicitor (where Title is not available) (All letters must be addressed to AmBank (M) Berhad or AmBank Islamic Berhad, whichever is applicable)**

Enclosed Letter of Undertaking from the SPA solicitor dated _____ to deliver a valid & duly stamped Memorandum of Transfer pertaining to the aforesaid property after the issuance of and the delivery of the same by the developer to **AmBank (M) Berhad / AmBank Islamic Berhad** the separate strata or individual title.

Other Remarks: *(Note: Solicitor to highlight the necessary)*

11. **Undertaking From The Financing Solicitor**

We undertake :

To forward the duly duplicate registered charge together with Annexure and the original Title Deed upon registration.

To refund to **AmBank (M) Berhad / AmBank Islamic Berhad** the Financing sum released in full and make good to you in full all such loss and damage in the event that the Charge is not registered for reasons attributable to our acts of negligence, error, mistake or omission resulting in **AmBank (M) Berhad / AmBank Islamic Berhad** sustaining or suffering any loss or damage arising therefrom.

If we are also the SPA solicitor, to register the duly executed & registrable Memorandum of Transfer in favour of the Customer(s)/Borrower(s)/Purchaser(s) upon issuance of the individual/strata title provided that:

(Note: Solicitor to highlight what are the relevant information is necessary to be made known to the Bank.)

To register the Receipt & Reassignment in favour of Customer(s) / Assignor(s) and thereafter to register the Power of Attorney in your favour & to deliver you the original copy of Power of Attorney.

Other Remarks: *(Note: Solicitor to highlight the necessary)*

12. **Confirmation On The Differential Sum Settled Between The Purchase Price & The Financing Sum (All letters must be addressed to AmBank (M) Berhad or AmBank Islamic Berhad, whichever is applicable)**

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

Enclosed confirmation letter dated _____ from the above party.

Other Remarks: *(Note: Solicitor to highlight the necessary)*

13. **Other Confirmations**

Legal bill is borne by **AmBank (M) Berhad / AmBank Islamic Berhad** (attached bill).

We confirm that the legal bill has been settled in full by the Customer.

All outstanding administrative fees due by the Vendor to the Developer confirmed paid (confirmation dated _____ enclosed)

Deed of Assignment / Memorandum of Transfer (Form 14A) between the Vendor and the Purchaser has been submitted for adjudication / duly adjudicated on _____ & necessary estimated stamp duty has been deposited.

Enclosed a copy of valid Contractor's All Risk Policy ("CAR").

- Copy MOT duly executed by Vendor & Purchaser.
- Enclosed a copy of the Certificate of Completion and Compliance / Certificate of Fitness, current Quit Rent and Assessment Receipt, duly certified by SPA Solicitor / Financing's Solicitor.
- Enclosed herewith the "Notice of Assignment" duly acknowledged by the Developer and/or Proprietor (if applicable). Please further be informed that a copy of the duly stamped Deed of Assignment (by way of security) has been forwarded to the Developer and/or Proprietor (if applicable) for safe-keeping. As such, we hereby confirmed that the requirement as stipulated in Section 22D(1) of the Housing Development (Control and Licensing) Act 1966 has been complied. (only applicable for West Malaysia)
- We confirm we have done online checking at Lembaga Hasil Dalam Negeri and that the stamping acknowledgment on the stamp certification are genuine.
- We confirm that we have contacted the Developer / Proprietor, and that the contact number does exist.
(Solicitor to provide the Developer's / Proprietor's latest contact no, business address and person in charge)
- We confirm that the solicitors acting for the Purchasers and the Vendors are duly registered with the Bar Council / Advocates' Association of Sarawak / Sabah Law Association.
(Note: Solicitor to provide the Vendor's / Purchaser's Solicitors latest contact no, address and lawyer in charge)
- We confirm that as to date the contact number and address of the Customer(s), Chargor(s)/Assignor(s), and Guarantor(s)/Corporate Guarantor(s) remain unchanged.
(Note: Solicitor to provide the Customer's, Chargor's/Assignor's, and Guarantor's/Corporate Guarantor's latest contact no and address if there is any changes.)
- We confirm that at the signing of the security documents, our lawyers were physically present to attest and witness the signature of the customer/security provider.
- For property under master title and free from encumbrances.
- Enclosed original assessment receipt for the property.
- For condominium, apartment, flat, town-house:
- Enclosed a copy of Master Fire Insurance Policy for completed property.
- Developer confirmed that there is no Master Fire Insurance Policy issued for completed property.
- Others :** *(Note: Solicitor to highlight the necessary)*

14. **Financing of Construction Cost**

Please refer to item 6.

We enclosed:

- Contract/Construction Agreement dated _____ consists of :
- Approved Building Plan Contract Sum Schedule of Payment
- Confirmation in writing dated _____ from the Customer(s)/Borrower(s) on the stage of construction.

For Claims, Contractor has enclosed:

Billing

Architect Certificate

Progress Photo

15. **Confirmation on the fulfillment of the condition precedent for drawdown**

We confirm:

that all the condition precedent specified in the letter of offer and/or supplemental letter of offer has been fulfilled.

(Note: Solicitor to highlight if any condition precedent of the letter of offer and/or supplemental letter offer is not fulfilled or pending fulfillment.)

16. **Our Advise To Release**

Based on the above, we are of the opinion that it is in order for **AmBank (M) Berhad / AmBank Islamic Berhad** to:

Release the redemption sum of RM_____ in favour of the Chargee namely_____ which, the Account No is _____.

Release the Financing sum of RM_____ progressively to the developer through HDA Account No _____ according to the Architect Certificate & for final disbursement, to release the stakeholder portion as per SPA.

Release the balance of the Financing sum of RM_____ to made in favour of the vendor or appointed stakeholder namely _____pursuant to Section _____of SPA dated_____. *(Note: Solicitor to delete inapplicable parties either vendor or stakeholder).*

Thank you.

Yours faithfully,

.....
TO BE SIGNED BY SOLICITOR

cc: Customer

1. Please select/tick, where applicable.
2. Where item not applicable, insert "N/A"

APPENDIX 1

Security Documents – Enclosed the relevant security documents for your safe keeping:

No	Security Documents	Date	Enclosed		Undertake To Forward	Duly		N/A
			Original	Duplicate		Stamped	Presented/Registered	

1. Please select/tick, where applicable.
 2. Where item not applicable, insert "N/A"