

PRIVATE & CONFIDENTIAL

Our Ref : MBB/LOC1/12183/2021/22173

Date : 03/11/2021

YONG ONN SENG
15, JALAN PUTRA PERMAI 2/2
TAMAN PUTRA PRIMA
47100 PUCHONG
SELANGOR

Dear Sir /Madam,

Re : OFFER FOR BANKING FACILITY

We are pleased to inform you that we, Malayan Banking Berhad (Company No.: 196001000142), have approved your application for the following credit facility or facilities (collectively, the "Facility"), subject to the following terms and conditions:-

1. FACILITY AMOUNT	:	Home Loan	RM	477,225.00
		Total	RM	<u>477,225.00</u>

(Total: Ringgit Malaysia Four Hundred Seventy Seven Thousand Two Hundred Twenty Five and sen Nil Only)

("the Facility")

We may, at our discretion, vary the total Facility limit at any time and from time to time by notice in writing to you.

2. PURPOSE : To Finance Purchase of Residential Property

3. PRESCRIBED RATE OF INTEREST : You must pay interest on all amounts owing under the Facility at the rate (the "Prescribed Rate") which is the aggregate of :-

our standard base rate, as set by us from time to time (the "Base Rate"); plus 1.20% per annum. Such interest will accrue on daily rest.

Currently, our Base Rate is 1.75%.

We may at our discretion vary the Prescribed Rate at any time and from time to time, by notice in writing to you.

The rate of interest per annum from time to time prescribed by us (and as varied from time to time by us) as an indicator rate against which rates of interest for loans made in Ringgit Malaysia in Malaysia to our customers are determined by the addition or otherwise of margins, which rate is presently called the Base Rate, and shall mean any such indicator rate by whatever other name called by us from time to time. If that rate is less than zero, the Base Rate will for the purposes of the Letter of Offer be deemed to be zero.

4. TENURE OF FACILITY: 35 years

5. REPAYMENT : You must repay the Facility as follows:-

By 420 monthly instalments of RM1,824.00 for 35 year(s).

(a) **Interest Payment prior to [full utilisation / utilisation of 97.5%]**

Upon first utilisation of the Facility, we will issue a written statement each month notifying you of (i) the amount of the interest payment payable in the following month and (ii) the date on which payment must be paid. You must pay each interest payment on the first day of every month as set out in the written monthly statement for the preceding month

(b) **Instalment Repayments**

The actual amount of each instalment payable will be determined based on:-

- (i) the applicable interest rate;
- (ii) the remaining tenure of the Facility; and
- (iii) the outstanding loan amount at the time when the first instalment must be paid.

As at the date of this letter, and assuming interest rate and tenure as displayed in this letter and full utilisation of the Facility, the amount of a typical instalment has been calculated to be in the region of RM1,824.00.

Upon **full utilisation / utilisation of 97.5%** of the Facility, we will notify you in writing of (i) the actual amount of each instalment payable, and (ii) the date on which the first instalment must be paid. After that, you must pay instalments on the same day in each subsequent calendar month until the Facility has been repaid in full.

(c) **Variation of Instalments**

We may at our discretion, at any time and from time to time by at least 7 days' notice to you in writing, vary:-

- (i) the amount of any instalment or instalments payable; and/or
- (ii) the number of instalments; and/or

the dates on which any instalments are to be paid.

6. SECURITY

: The Facility will be secured by the following:-

(i) a facility agreement relating to the Facility to be entered into between you and us (the "Facility Agreement");

(ii) a 1st Party Assignment of all of your rights, title and interest in and to the property known as D-27-8, KOI PRIMA SERVICE APARTMENT (collectively, the "Property"), under the relevant sale and purchase agreement for the Property (the "Sale and Purchase Agreement");

(iii) a power of attorney appointing us as your attorney to deal with the Property; and

(iv) any other security that we may require based on the advice of our solicitors, as notified to you in writing prior to signing of the Facility Agreement.

In the event of any discrepancy or conflict between the description of the Property in this Letter of Offer and the description of the Property in the Sale and Purchase Agreement, the description in the Sale and Purchase Agreement will prevail.

The deed of assignment referred to in sub-paragraph (ii) above must immediately be replaced by a 1st Party legal charge in our favour when the individual/strata issue document of title to the Property is issued.

7. FACILITY DOCUMENTS

: Upon your acceptance of our offer contained in this Letter of Offer, we will notify you in writing of the contact details of the solicitors appointed by us to handle the legal documentation for the Facility. Please liaise with our solicitors to arrange for execution of all documents pertaining to the Facility (the "**Facility Documents**"), as well as delivery of copies of the same to you for your records. If you do not receive copies of all Facility Documents within 6 months from the date you first utilise the Facility, please notify us immediately.

- 8. SPECIFIC TERMS AND CONDITIONS** : The Specific Terms and Conditions contained in **Annexure 1** to this Letter of Offer will apply to the Facility.
- 9. GENERAL TERMS AND CONDITIONS** : The General Terms and Conditions contained in **Annexure 2** to this Letter of Offer will apply to the Facility.

We may withdraw or cancel the Facility at our discretion at any time if the information supplied to us by you or on your behalf is false or misleading in any material aspect. This does not prejudice any other right we have to withdraw or cancel the Facility under the terms and conditions governing the Facility.

We trust that this offer is acceptable to you. We would appreciate it if you could confirm your acceptance of this offer by countersigning and returning to us the original (or if by email, a softcopy) of this Letter of Offer within **fourteen (14) days** of the date of this Letter of Offer. If you do not do so, our offer contained in this Letter of Offer will immediately lapse and will be of no further effect, unless we agree to extend the period for acceptance of our offer.

Please note that if you reply to us by email, you must do so using the same email address to which we originally sent the Letter of Offer. If you use a different email address, you will not be deemed to have validly accepted our offer.

Please also note that under the provisions of the Electronic Commerce Act 2006, if our offer is sent to you and/or accepted by email, the contract represented by this Letter of Offer will not be denied legal effect, validity or enforceability on the ground that any electronic message was used in its formation.

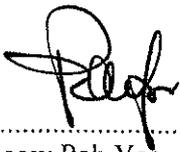
We are always here to serve you at your convenience. Please do call us if you require further assistance.

PLEASE NOTE THAT BEFORE YOU ACCEPT THIS OFFER:

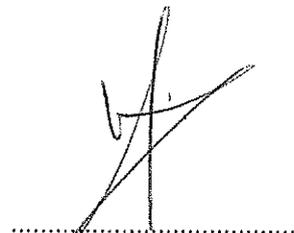
- 1. YOU SHOULD CAREFULLY READ AND UNDERSTAND THE CONTENTS OF THIS LETTER OF OFFER, AND YOUR PROSPECTIVE OBLIGATIONS UNDER THE SAME; AND**
- 2. YOU SHOULD OBTAIN INDEPENDENT LEGAL ADVICE IN RELATION TO THE TERMS AND CONDITIONS CONTAINED IN THIS LETTER OF OFFER, AND YOUR PROSPECTIVE OBLIGATIONS UNDER THE SAME.**

By accepting this offer, you will be representing and warranting to us that you have read and understood this Letter of Offer, and your obligations under the same.

Yours faithfully
For Malayan Banking Berhad (196001000142)



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Leow Poh Yee
Sales Manager
Taman Setiawangsa


.....
Tye Weng Fatt
Mortgage Consultant
Taman Setiawangsa

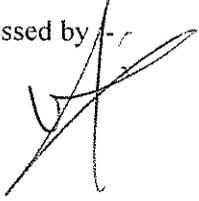
ACKNOWLEDGEMENT

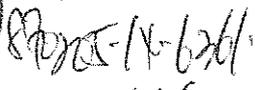
By signing below and returning this Letter of Offer to you (whether by email or otherwise), I acknowledge, confirm and declare:

- (i) that I have read and understood the contents of the Letter of Offer and adequate explanation has been provided by your officer to me in respect of the salient terms of this Letter of Offer and I further warrant that I have been advised to seek independent legal advice in relation to this Letter of Offer and my obligations under the same, and that I have either sought and obtained such advice or have of my own independent volition decided to forego obtaining such advice; and
- (ii) that no promises, warranties or representations have been made to me by you or on your behalf which are not part of this Letter of Offer, nor have I been induced by any such promises, representations or warranties to accept this offer.

Name	I.C / Passport No.	Signature	Date
YONG ONN SENG	900215146001		14/1/21

Please contact Tye Weng Fatt at our Maybank Taman Setiawangsa, Wisma Prima Peninsular No 2, Jalan Setiawangsa 11, Taman Setiawangsa, 54200 Kuala Lumpur at 03-42567525 for immediate assistance or clarification.

Witnessed by 

Name	
IC No	
Designation	
Date	MC 14/1/21

Initial: 

SPECIFIC TERMS AND CONDITIONS

ANNEXURE I

This Annexure should be read together with and forms part of the letter of offer to which it is annexed (the "Letter of Offer"). Capitalised terms defined and used in the Letter of Offer have the same meaning in this Annexure, unless otherwise defined or the context otherwise requires, and the following terms will have the following meanings:-

"**Approved Insurer**" means Etiqa Life Insurance Berhad or another insurer on our panel of insurance companies, as constituted by us from time to time.

"**BICC Period**" means, in respect of the Property, the relevant construction of building period for such Property.

"**Facility Limit**" means, in respect of a FlexiOD or a Flexi facility at any point in time, the principal limit of such facility at such point in time, being the aggregate of amounts already drawn under the facility and any amounts available for drawing, taking into account any capitalised interest.

"**OD Facility**" means an overdraft facility including a FlexiOD and a Flexi facility.

"**Open Market Value**" means, in respect of the Property, the open market value of the Property as assessed in writing by a licensed valuer on our panel of valuers.

"**TL Facility**" means a term loan facility.

"**TL/OD Facility**" means a combined term loan and overdraft facility.

1. EARLY SETTLEMENT CHARGE

If:-

(a) you elect to prepay any loan owing under the Facility (whether a TL Facility, an OD Facility or a TL/OD Facility) before the date on which such amount would otherwise have to be repaid by you; and

(b) the date of such prepayment falls within the period from:-

(i) the date of first disbursement of the Facility; and

(ii) the date falling one (1) year after the date the Property is completed, being the date on which the CCC (defined below) is issued in respect of the Property, both dates inclusive (the "Early Settlement Period"), we may require you to pay us an amount of up to 2.00% of the prepaid amount to compensate us for funding costs, loss of expected income and administrative costs with us.

2. PROCESSING FEES TO BE DEBITED TO YOUR LOAN ACCOUNT

We may charge you a processing fee of RM200.00 in respect of your application for the Facility. If we do so, the amount of such fee will be debited to your loan account for the Facility.

3. **LACK OF FULL COVERAGE, PARTIAL OR FULL WAIVER OF MRTA OR CLTA**
- (a) As indicated above, as part of the preconditions to drawdown of the Facility, we may require you take up a valid mortgage reducing term assurance ("MRTA") policy or credit level term assurance ("CLTA") policy with specific coverage. An MRTA or CLTA policy provides financial protection to borrowers of loans used to finance the purchase of property. It does this by providing coverage for all or part of the outstanding loan amount in the event of the death or total or permanent disability of the borrower. This assists the borrower or the borrower's estate in repaying the loan amount to the bank. You should note however that an MRTA or CLTA does not provide financial protection in every circumstance, and you should read and understand the terms of an MRTA or CLTA policy (and the limits of the same) before you take up the policy. We are not responsible for ensuring that you have any, or any adequate MRTA or CLTA coverage.
- (b) If you are unable to satisfy the requirements imposed by any relevant Approved Insurer for the grant of the MRTA or CLTA policy required by us, and as a result you are unable to take up an MRTA or CLTA which meets our requirements, you may request for a full or partial waiver from the MRTA or CLTA requirement
- (c) We do not have to accede to such request by you. If we do however, and we allow drawdown on the Facility, you should understand that in such an instance you will not have the financial protection of an adequate MRTA or CLTA policy, and will be exposed to all the risks associated with the lack of such financial protection.
4. **SALE AND PURCHASE AGREEMENT**
- You must, as one of the preconditions to drawdown the Facility, provide to us as soon as possible a copy of the Sale and Purchase Agreement relating to the Property. The details of the Property contained in the Sale and Purchase Agreement must be the same as those set out in the Letter of Offer, and the Sale and Purchase Agreement must show that the purchase price for the Property is not less than RM530,250.00.
5. **CONSTRUCTION OR DEVELOPMENT APPROVALS**
- You must, as one of the preconditions to drawdown of the Facility, provide to us as soon as possible documentary evidence which is satisfactory to us that:-
- (a) all approvals, permits and licences required in connection with the construction of the Property by the relevant developer (including, without limitation, advertising permits, developer's licences, and any approval in respect of building plans) have been obtained and are in full force and effect; and
- (b) all payments required to be made with regard to the Property or the underlying land (including any conversion premium imposed by the relevant governmental authority) have been paid.
6. **CANCELLATION CHARGES**
- You have the right to cancel the Facility by notice in writing to us. If, however, you cancel the Facility at any time between (i) the date on which you accepted the Letter of Offer, and (ii) the proposed date of the first drawdown under the Facility (both dates inclusive), we may by way of written notice require you to immediately pay us cancellation charges of RM2,000.00 to compensate us for funding costs and administrative costs.

7. REPAYMENT OF FACILITY

You may make payment of amounts owing under the Facility by:-

(a) executing a variable standing instruction on your Maybank Savings Account/Current Account with us; or

(b) if no variable standing is executed, registering on our website (www.maybank2u.com) as a maybank2u user and make monthly repayments of this Facility via maybank2u.

8. PREMIUMS PAYMENT

You must pay all premiums, costs and expenses associated with such insurance policies. We have the right (but not the obligation) to pay the premium on any such policy on your behalf and debit your Facility account with the amount of such premium.

9. CHANGE OF LAW

If it is or becomes unlawful for any party to this Letter of Offer to perform any of its obligations under the Facility Documents, we may vary or recall the Facility by giving you at least 21 days' prior written notice, (unless we are required or compelled under applicable law or regulation to vary or recall the Facility at an earlier date, in which case we will give you notice of such shorter duration as expressly or implicitly required or permitted by such law or regulation).

10. FULL WAIVER OF MRTA OR CLTA

You have requested us for a waiver of Mortgage Reducing Term Assurance ("MRTA") or Credit Level Term Assurance ("CLTA") coverage in respect of the Facility offered by us to you vide this Letter of Offer and you therefore confirm you understand that in such instance you will not have the protection of a MRTA or CLTA policy and will be exposed to all the risks associated with the lack of such financial protection.

***** End of Specific Terms And Conditions in Annexure I *****