

**PRIVATE & CONFIDENTIAL**

Our Ref : MBB/LOC2/12026/2021/31875

Date : 19/11/2021

YONG FOOK YAN
38 JALAN SP 4/14
BANDAR SAUJANA PUTRA
42610 JENJAROM
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	419,304.00
		*CLTA Premium	RM	18,649.00 (Capitalised)
		Total	RM	437,953.00

(Total: Ringgit Malaysia Four Hundred Thirty Seven Thousand Nine Hundred Fifty Three 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.

*CLTA : Credit Level Term Assurance

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%.

Initial: 

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: 25 years

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

By 300 monthly instalments of RM2,066.00 for 25 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 RM2,066.00.

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 Unit No. D-16-05, KOI PRIMA (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.

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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.

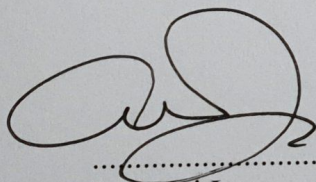
We are always here to serve you at your convenience. Please do call us if you require further assistance.

PLEASE NOTE THAT BEFORE YOU ACCEPT THIS OFFER:

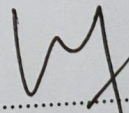
- 1. YOU SHOULD CAREFULLY READ AND UNDERSTAND THE CONTENTS OF THIS LETTER OF OFFER, AND YOUR PROSPECTIVE OBLIGATIONS UNDER THE SAME; AND**
- 2. YOU SHOULD OBTAIN INDEPENDENT LEGAL ADVICE IN RELATION TO THE TERMS AND CONDITIONS CONTAINED IN THIS LETTER OF OFFER, AND YOUR PROSPECTIVE OBLIGATIONS UNDER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



Lee Vui Len
Team Manager
Kajang



Ng Chee Siang
Mortgage Consultant
Kajang



Initial:

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.

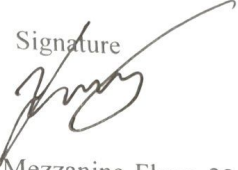
Name

YONG FOOK YAN

I.C / Passport No.

770310045425 / A3513760

Signature



Date

Please contact Ng Chee Siang at our Maybank Kajang, Ground & Mezzanine Floor, 28-30, Jalan Tukang, Kajang, 43000 Selangor at 03-8737 6290 for immediate assistance or clarification.

Witnessed by :-

Name

IC No

Designation

Date

Initial: _____

