

Malayan Banking Berhad (3813-K) Ground & Mezzanine Floor, 28-30, Jalan Tukang,

43000 Kajang, Selangor Darul Ehsan Telephone +603 8737 6290 Facsimile +603 8736 4009

PRIVATE & CONFIDENTIAL

Our Ref: MBB/LOC2/12026/2021/36348

Date : 22/12/2021

PRAVEEN A/L REGUNATHAN KAVITAH A/P GOVINDASAMY BLOCK 18-18-10 THE WHARF RESIDENCE JALAN TASIK PRIMA, TAMAN TASIK PRIMA 47150 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 RM474,066.00 **RM** 45,322.00 (Capitalised) \*CLTA Premium **Total RM** 519,388.00

> (Total: Ringgit Malaysia Five Hundred Nineteen Thousand Three Hundred Eighty Eight 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

To Finance Purchase of Residential Property 2. PURPOSE

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%.

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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 or 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 RM1,985.00 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 RM1,985.00.

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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 Parcel No. D-23A-8, 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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## 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 <u>fourteen (14) days</u> 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.

For Malayan Banking Berhad (196001000142)		
Lee Vui Len Team Manager Kajang	Ng Chee Siang Mortgage Consultant Kajang	

Yours faithfully

### **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

- 1. PRAVEEN A/L REGUNATHAN 900926015817
- 2. KAVITAH A/P GOVINDASAMY 910921145726

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.

Name
IC No
Designation
Date