

**Solicitor Checklist for Advice to Release**

1. Bank's Reference Number
2. Solicitor Reference Number
3. Borrower / Customer / Chargor / Assignor Name
4. Loan / Facility / Facilities Type
5. Property Details & Description

We refer to the above matter and confirm the following:-

Section 1: Letter of Offer		Tick ✓
Original and Supplementary Letter of Offer (LO) with the following duly verified by solicitor:	Enclosed (original)	
<ul style="list-style-type: none"> <li>a) LO acceptance date by authorized person of the corporate body is on/after Board of Resolution date with affixation of company's rubber stamp/ common seal</li> <li>b) LO duly stamped;</li> <li>c) In case of Notification LO, please submit the original copy to Bank. No stamping required for Notification LO in such cases;</li> <li>d) All pages (including appendix) must be initialed by signatory(ies);</li> <li>e) Authorized signatory must be in accordance to Board Resolution/All partners (partnership) must sign the LO;</li> <li>f) Signature must be consistent with supporting documents (BOD, FA etc);</li> <li>g) In case of Supplementary LO, please submit stamped supplementary LO;</li> <li>h) Appendix E &amp; Declaration Form to be attached and properly filled-up;</li> <li>i) Must Affix Company's/ firm's rubber stamp;</li> <li>j) Signatures duly witnessed/ verified by our Sales.</li> </ul>	Enclosed (certified copy) Undertake to forward original	

Section 2: Customer's Profile		Tick ✓
<b>A. Sole Proprietor/ Partnership</b>	Enclosed (certified copy)	
1) Business Registration Certificate.	Enclosed (certified copy)	
2) Form D/E.	Enclosed	
3) SSM Search of not more than 3 months Lawyer to highlight if there is any discrepancy/ inconsistency against the Customer's profile.	Enclosed	
<b>B. Company (for Sdn Bhd/Bhd):</b>	Document Date: _____	
1) Board of Directors' Resolutions authorizing : <ul style="list-style-type: none"> <li>• Acceptance of the Letter of Offer</li> <li>• Purchase of property (if applicable)</li> </ul>	Enclosed (certified copy by Co Sec)	
2) Constitution (Memorandum & Article of Association (M&A)) / Written confirmation duly signed by a director and a secretary confirming that the Company does not have Constitution.	Enclosed (certified copy by Co Sec)	
Lawyer to highlight if there is any contravention of companies powers & directors' powers in relation to the borrowing/ financing.	Memorandum : clause _____	
The relevant clauses/paragraphs in the M&A which permit the exercise of the relevant powers (e.g. borrow / charge).	Article : clause _____	
3) Form 9 (Certificate of Incorporation) <b>OR</b> Companies Act 2016- Section 14 & 15;  Form 24 (Complete Return of Allotment of Shares Form) / Annual Return <b>OR</b> Companies Act 2016-Section 78  Form 44 (Notification of Change in the Registered Address Form) <b>OR</b> Companies Act 2016-Section 46  Form 49 (Notification of Change in the Register of Directors, Managers and Secretaries Form) <b>OR</b> Companies Act 2016-Section 58 & 236(2).	Enclosed (certified copy by Co Sec)	
4) SSM Search of not more than 3 months. Lawyer to highlight if there is any discrepancy/ inconsistency against the Customer's profile.	Enclosed	

5) Winding Up Search of not more than 3 months. Lawyer to highlight if there is any adverse finding.	Enclosed	
6) To provide Company secretary's confirmation in writing to the Bank that no prior encumbrance except as already disclosed to the Bank & no prior debenture has been created;  <b>OR</b>  If there is an earlier debenture created by Borrower / Customer, to furnish letter of consent & exclusion from prior debenture-holder addressed to the Bank, in respect of security to be taken by the Bank.	Document Date: _____	
	Financier (if any): _____	
<b>C. Sole Proprietor/ Business Partners/ Directors/ Individual Guarantor(s) / Individual Chargor(s)/ Individual Security Provider(s)</b>  1) NRIC of the relevant party.	Enclosed (original)	
	Enclosed (certified copy)	
2) Bankruptcy Search of not more than 3 months. Lawyer to highlight if there is any adverse finding.	Enclosed	

Section 3: Common Security Documents		
Facilities Agreement (FA) with the following duly verified by solicitor:  a) FA duly stamped (ad-valorem); b) Appointed Directors to initial on all the pages; c) For Sdn Bhd/ Bhd, common seal is compulsory. d) For partnerships/sole-proprietorship, to affix firm's rubber stamp with signatures duly attested by documentation solicitor; e) Authorized signatory must be in accordance to Board Resolution/All partners (partnership) must sign the LO; f) Signature must be consistent with supporting documents (BOD, LO etc); g) Any amendment made must be properly endorsed by documentation solicitor.  "Hasil Carian Pengesahan Ketulenan Setem Frangki Digital" via LHDN web site	Date document: _____	
	Enclosed (original)	
	Enclosed (certified copy) Undertake to forward original	
	Enclosed (copy)	
Guarantee & Indemnity (GI) form by Corporate Guarantor with the following duly verified by solicitor:  a) GI duly stamped; b) All the details in the Schedule to be completely filled up by the Solicitor; c) Appointed Directors to initial on all the pages; d) Common seal is compulsory; e) Authorized signatory must be in accordance to Board Resolution; f) Signatures duly attested by documentation solicitor; g) Any amendment made must be properly endorsed by documentation solicitor.	Date document: _____	
	Enclosed (original)	
<b>Corporate Guarantor Profile:</b>  1) Board of Directors' Resolutions authorizing extension of guarantee for the benefits of Borrower/ Customer in favor of the Bank.	Document Date: _____	
	Enclosed (certified copy by Co Sec)	
	2) Constitution (Memorandum & Article of Association (M&A))/ Written confirmation duly signed by a director and a secretary confirming that the Company does not have Constitution;  Lawyer to highlight if there is any contravention of companies powers & directors' powers in relation to extending guarantee to the Bank.  The relevant clauses/paragraphs in the M&A which permit the exercise of the relevant powers (e.g. guarantee).	Enclosed (certified copy by Co Sec)
	Memorandum: clause _____	
	Article: clause _____	
3) Form 9 (Certificate of Incorporation) <b>OR</b> Companies Act 2016- Section 14 & 15;  Form 24 (Complete Return of Allotment of Shares Form) / Annual Return <b>OR</b> Companies Act 2016-Section 78;  Form 44 ( Notification of Change in the Registered Address Form) <b>OR</b> Companies Act 2016-Section 46;  Form 49 (Notification of Change in the Register of Directors, Managers and Secretaries Form) <b>OR</b> Companies Act 2016-Section 58 & 236(2).	Enclosed (certified copy by Co Sec)	

4) SSM Search of not more than 3 months. Lawyer to highlight if there is any discrepancy/ inconsistency against the Corporate Guarantor's profile.	Enclosed	
5) Winding Up Search of not more than 3 months. Lawyer to highlight if there is any adverse finding.	Enclosed	
6) To provide Company secretary's confirmation in writing to the Bank that no prior encumbrance (ie Negative Pledge);  <b>OR</b>  If there is an earlier Negative Pledge created by Corporate Guarantor, to furnish letter of consent addressed to the Bank, in respect of guarantee extended to the Bank.	Document Date: _____	
	Financier (if any): _____	
	Enclosed (original)	
7) Guarantee & Indemnity (GI) form by Individual Guarantor(s) with the following duly verified  a) GI duly stamped; b) All the details in the Schedule to be completely filled by the Solicitor; c) Guarantor(s) to initial on all the pages; d) <u>Each</u> signatures duly attested by documentation solicitor <u>individually</u> ; e) Any amendment made must be properly endorsed by documentation solicitor.	Document Date: _____	
	Enclosed (original)	

Section 4 : Property with Individual or Strata Title		
Charge(s) and Annexure (CA) with the following duly verified by solicitor  a) CA duly stamped; b) All the details in the Schedule to be completely filled by the Solicitor; c) Property Owner(s) to initial on all the pages; d) For Sdn Bhd/Bhd, common seal is compulsory; e) Signatures duly attested by documentation solicitor; f) Any amendment made must be properly endorsed by documentation solicitor.	Document Date: _____	
	Enclosed (certified copy)	
Relevant Consent Letter(s) from the State Authority (if applicable)		
Presentation Receipts / Form L.	Enclosed	
	Presentation No/ Memorial No.: _____	
	Date Presentation: _____	
If Caveats (Private Caveat or Lien-Holder's Caveat) lodged over the Property, to provide Presentation Receipts / Form L.	Enclosed	
	Presentation No/ Memorial No.: _____	
	Date Presentation: _____	
Land search over the Property with the following requirement to be met:  a) The date of land search must be on / after Presentation of Caveat or Charge; b) For Strata / Subsidiary Searches – to provide manual search (for peninsular Malaysia) / Photocopy with official stamp (for Sabah) / official Title search (for Sarawak); c) For Individual Title Searches – To provide online search (for peninsular Malaysia) / Photocopy (for Sabah) / official Title search (for Sarawak); d) Lawyer to highlight if there is express condition that will jeopardize the Bank's interest.	Enclosed	
	Date Search: _____	
	Registered Owner: _____	
	Encumbrances If Yes : _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
	State Consent for Transfer / Charge required  <i>If Yes, to enclose the relevant consent</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Existing Chargee's redemption statement cum undertaking & redemption statement  The redemption statement must inter alia contain the following: a) Undertake to forward original title, discharge of charge & duplicate charge; b) Undertake to refund the redemption payment if discharge of charge cannot be registered.	Document Date: _____	
	Financier: _____	
	Redemption Amount: _____	
	Redemption expiry date: _____	

	Enclosed (original)	
Form 34/ Companies Act 2016 -Sections 352(1), 354 & 356(1) (Statement of Particulars To Be Lodged With Charge) & presentation slip.	Enclosed (the Form & Presentation Slip)	
Lawyer to highlight if they fail to register the form with SSM within 30 days from creation of charge over the Property.	Enclosed (the Form)& undertake to file within 30 days	
Form 40 / Companies Act 2016 - Sections 357(3) (Certificate of Registration Of Charge).	Enclosed (original)	
	Undertake to forward original	
Quit rent receipt(s) for the Property.	Enclosed (photocopy)	
Assessment receipt(s) for the Property.	Enclosed (photocopy)	

### Section 5 : Property(ies) held under Master Title

<p>Deed(s) of Assignment (By way of Security) (DOA) with the following duly verified by solicitor:</p> <p>a) DOA duly stamped;</p> <p>b) All the details in the Schedule to be completely filled by the Solicitor;</p> <p>c) Property Owner(s) to initial on all the pages;</p> <p>d) For Sdn Bhd/Bhd, common seal is compulsory;</p> <p>e) Signatures duly attested by documentation solicitor;</p> <p>f) Any amendment made must be properly endorsed by documentation solicitor;</p> <p>g) To comply with S22D / consent duly endorsed by Developer &amp; Proprietor (whichever applicable).</p> <p>h) [Notice of assignment is served / endorsed]</p>	Document Date: _____	
	Enclosed (original)	
	Enclosed (certified copy) Undertake to forward original	
<p>Power of Attorney (PA) with the following duly verified by solicitor:</p> <p>a) PA duly stamped and endorsed by the High Court;</p> <p>b) Property Owner(s) to initial on all the pages;</p> <p>c) For SdnBhd/Bhd, common seal is compulsory;</p> <p>d) Signatures duly attested by documentation solicitor;</p> <p>e) Any amendment made must be properly endorsed by documentation solicitor.</p>	Document Date: _____	
	High Court Registration No. _____	
	Registration Date: _____	
	Receipt enclosed	
	Enclosed (original)	
Enclosed (certified copy) Undertake to forward original		
<p>Charge in Escrow (For Sabah &amp; Sarawak only) with the following duly verified by solicitor:</p> <p>a) All the details in the Schedule to be completely filled by the Solicitor;</p> <p>b) Property Owner(s) to initial on all the pages;</p> <p>c) For Sdn Bhd/Bhd, common seal is compulsory;</p> <p>d) Signatures duly attested by documentation solicitor;</p> <p>e) Any amendment made must be properly endorsed by documentation solicitor.</p>	Enclosed (4 set)	
<p>Receipt &amp; Reassignment (R&amp;R) with the following duly verified by solicitor:</p> <p>a) R&amp;R duly stamped;</p> <p>b) For Sdn Bhd/Bhd, common seal is compulsory;</p> <p>c) Signatures duly attested by documentation solicitor;</p> <p>d) To comply with S22D / Endorsed by Developer &amp; Proprietor (whichever applicable).</p> <p>e) [Notice of R&amp;R is served / endorsed]</p>	Document Date: _____	
	High Court Registration No. _____	
	Registration Date: _____	
	Receipt enclosed	
	Enclosed (Original)	
Enclosed (certified copy) Undertake to forward original		
<p>If Private Caveat is allowed to be lodged over the Master Title, to provide Presentation Receipts / Form L.</p>	Enclosed	
	Presentation No/ Memorial No. : _____	
	Date Presentation: _____	
<p>Land search over the Master Title(s) of not more than 6 months with the following requirement to be met:</p> <p>a) Lawyer to highlight if there is express condition that will jeopardize the Bank's interest;</p>	Enclosed	
	Date Search: _____	
	Registered Owner: _____	

<p>b) If the title(s) is/ are subject to state consent to transfer/ charge, the Developer must undertake to apply the relevant consent upon issuance of individual title.</p>	<p>Encumbrances If Yes : _____</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Letter of Disclaimer from Master Chargee in favor of the Bank is enclosed.</p> <p>If Master Chargee confirmed that they will not issue any Disclaimer until they are released from previous undertaking granted to the Existing Assignee (financier), the following documents are to be enclosed:</p> <ul style="list-style-type: none"> <li>• a photocopy of the Master Chargee’s aforesaid confirmation;</li> <li>• Letter of Undertaking from Master Assignee that it will issue a fresh letter of disclaimer upon its receipt of the previous letter of disclaimer;</li> <li>• Solicitors undertaking to obtain &amp; deliver the fresh Letter of Disclaimer upon issuance by the Master Chargee.</li> </ul>	<p>Document Date: _____</p>	
	<p>Financier: _____</p>	
	<p>Redemption Amount: _____</p>	
	<p>Redemption expiry date: _____</p>	
<p>SPA Solicitor’s undertaking in favor of Bank, to deliver valid &amp; registerable Memorandum of Transfer (MOT) in favor of Assignor (Security Party) upon issuance of separate/ strata title.</p>	<p>Enclosed (original)</p>	
	<p>Document Date: _____</p>	
	<p>Enclosed (original)</p>	
<p>Developer’s (&amp; Proprietor’s, if different from Developer) consent &amp; undertaking for :</p> <ul style="list-style-type: none"> <li>• assignment of right of the property by the Property Owner to the Bank as security;</li> <li>• deliver a valid and registerable MOT and original title / strata title upon its issuance to the Bank and blanket consent to transfer as the case may be.</li> </ul>	<p>Document Date: _____</p>	
	<p>Enclosed (original)</p>	
<p>Form 34/ Companies Act 2016 - Sections 352(1), 354 &amp; 356(1) (Statement of Particulars To Be Lodged With Charge) &amp; presentation slip.</p>	<p>Document Date: _____</p>	
<p>Lawyer to highlight if they fail to register the form with SSM within 30 days from creation of charge over the Property.</p>	<p>Enclosed (the Form &amp; Presentation Slip)</p>	
	<p>Enclosed (the Form) &amp; undertake to file within 30 days</p>	
<p>Form 40 / Companies Act 2016 - Sections 357(3) (Certificate of Registration Of Charge).</p>	<p>Enclosed (original)</p>	
	<p>Undertake to forward original</p>	
<p>Quit rent payment/ receipt(s) in relation to the Unit/ Parcel/ Master Title.</p>	<p>Enclosed (photocopy)</p>	
<p>Assessment receipt(s) for the Property.</p>	<p>Enclosed (photocopy)</p>	
<p>Master Insurance Policy with Mortgagee Clause - CIMB Bank Berhad/CIMB Islamic Bank Berhad duly endorsed.</p>	<p>Enclosed (photocopy)</p>	
<p>If Developer’s (&amp;/or Proprietor’s) consent page in the Deed of Assignment in favor of the Bank is not as per the Bank’s standard consent page, the Bank’s prior approval has been obtained (photocopy of Bank’s confirmation to solicitors enclosed).</p>	<p>Enclosed</p>	
<p>List of Previous / Series Original Deed of Assignment (By Way of Transfer)/ Original Deed of Assignment (By Way of Security) / Receipt &amp; Re-assignment:</p> <p>a) _____</p> <p>b) _____</p> <p>c) _____</p> <p>d) _____</p> <p>e) _____</p>	<p>Enclosed (original)</p>	

Section 6 : If the Property Owned by A Third Party		
<b>Corporate Chargor Profile:</b>	Document Date: _____	
	Enclosed (certified copy by Co Sec)	
2) Constitution (Memorandum & Article of Association (M&A))/ Written confirmation duly signed by a director and a secretary confirming that the Company does not have Constitution.  Lawyer to highlight if there is any contravention of companies powers & directors' powers in relation to extending 3 <sup>rd</sup> party charge to the Bank.  The relevant clauses/paragraphs in the M&A which permit the exercise of the relevant powers (e.g.3 <sup>rd</sup> party charge).	Enclosed (certified copy by Co Sec)	
	Memorandum : clause _____	
	Article : clause _____	
3) Form 9 (Certificate of Incorporation) <b>OR</b> Companies Act 2016- Section 14 & 15;  Form 24 (Complete Return of Allotment of Shares Form) / Annual Return <b>OR</b> Companies Act 2016-Section 78;  Form 44 ( Notification of Change in the Registered Address Form) <b>OR</b> Companies Act 2016-Section 46;  Form 49 (Notification of Change in the Register of Directors, Managers and Secretaries Form) <b>OR</b> Companies Act 2016-Section 58 & 236(2).	Enclosed (certified copy by Co Sec)	
	Enclosed	
	Enclosed	
	Enclosed (original)	
4) SSM Search of not more than 3 months. Lawyer to highlight if there is any discrepancy/ inconsistency against the Corporate Chargor's profile.	Enclosed	
5) Winding Up Search of not more than 3 months. Lawyer to highlight if there is any adverse finding.	Enclosed	
6) To provide Corporate Chargor Company Secretary's confirmation in writing to the Bank that no prior encumbrance except as already disclosed to the Bank & no prior debenture has been created;  <b>OR</b>  If there is an earlier debenture created by Corporate Chargor, to furnish letter of consent & exclusion from prior debenture-holder addressed to the Bank, in respect of security to be taken by the Bank.	Enclosed (original)	

Section 7 : Purchase of Property		
Sale & Purchase Agreement (SPA) / Proclamation of Sales / Memorandum of Contract for Auction Cases with the following duly verified:  <ul style="list-style-type: none"> <li>The SPA must not contain any clauses or term giving entitlement for payment or release of any amount(s) under the Facility to any third party pursuant to instructions of the vendor ("Unacceptable Clauses"). Lawyer to highlight if there are any such clauses or terms in the SPA.</li> </ul>	Document Date: _____	
	Property With Title : Enclosed (certified copy)	
	Property Without Title: Enclosed (original).	
	Completion Date: _____	
	Extended Completion Date: _____	
Deed of Mutual Covenants.	Document Date: _____	
	Enclosed (original)	
Memorandum of Transfer (MOT)with the following duly verified by Solicitor:  a) MOT duly executed, adjudicated and stamped; b) State Authority Consent to Transfer (if applicable).	Document Date: _____	
	Enclosed	
	Presentation No/ Memorial No: _____	
	Date Presentation: _____	
Deed(s) of Assignment (By way of Transfer) (if sub-sale) with the following duly verified by solicitor:  a) Document to be duly executed, adjudicated and stamped;	Document Date: _____	
	Enclosed (original)	

b) To comply with S22D / consent duly endorsed by Developer & Proprietor (whichever applicable).	Enclosed (certified copy) Undertake to forward original	
SPA Solicitor's undertaking in favor of Bank, to deliver stamped Deed of Assignment (By way of Transfer) in favor of Assignor (Security Party) (if sub-sale).  If the Purchaser is not a Non-Resident Controlled Company (NRCC) under Bank Negara Malaysia's Exchange Control Regulations, ECM 8.EPU (Economy Planning Unit) approval / State Authority approval / Controller of Foreign Exchange / all other approvals to be obtained for the purchase, sale, transfer or charge, if any	Document Date: _____	
	Enclosed (original)	
	Document Date: _____	
	Enclosed (certified copy)	
The Developer/ Vendor/ Vendor's Solicitor's confirmation on differential sum paid (amount paid in RM must be clearly stated) or the relevant official receipt.	Enclosed	
Vendor's undertaking to refund the amount disbursed if MOT cannot be registered or if the Deed of Assignment in favor of the Assignor (Security Party) (for sub-sale) is not perfected.  <b>OR</b> Developer's undertaking not to encumber the property & to refund the amount disbursed if <ul style="list-style-type: none"> <li>• MOT cannot be registered;</li> <li>• CCC is not issued;</li> <li>• Building is suspended/ abandoned/ not completed.</li> </ul>	Document Date: _____	
	Enclosed (original)	
If the Vendor (not a Developer) is a SdnBhd/ Bhd company, the following documents are required: <ul style="list-style-type: none"> <li>• Board of Directors Resolution to dispose property;</li> <li>• Form 49 (Notification of Change in the Register of Directors, Managers and Secretaries Form) <b>OR</b> Companies Act 2016-Section 58 &amp; 236(2);</li> <li>• Constitution (Memorandum &amp; Article of Association (M&amp;A))/ Written confirmation duly signed by a director confirming that the Company does not have Constitution.</li> </ul>	Enclosed (certified copy by Co Sec)	
Bankruptcy Search/ Winding up Search of not more than 3 months against the Vendor/ Developer/ Proprietor etc. Lawyer to highlight if there is any adverse finding.	Enclosed	
Progress Development Billing and Architect Certificate of work done.	Enclosed	

### Section 8 : Other Collateral

1) Memorandum of Deposit of Fixed Deposit Receipt (MOD) with the following duly verified by solicitor: <ul style="list-style-type: none"> <li>a) MOD duly stamped;</li> <li>b) To fill in complete details in the Schedule and Forms by the Solicitor;</li> <li>c) To be executed by the Depositor. For Sdn Bhd/ Bhd, to affix rubber stamp/ common seal;</li> <li>d) The Depositor to initial on all pages;</li> <li>e) Signature duly verified/ witnessed by Sales / Solicitor.</li> </ul>	Document Date: _____	
	Enclosed (original)	
2) Assignment of Rental Proceeds (ARP) with the following duly verified by solicitor: <ul style="list-style-type: none"> <li>a) ARP duly stamped;</li> <li>b) To insert rental proceeds amount and CIMB Bank Escrow A/C No. as per LO;</li> <li>c) To be executed by the Property Owner. For Sdn Bhd/ Bhd, to affix common seal;</li> <li>d) The Property Owner to initial on all pages;</li> <li>e) Signature duly attested by Solicitor.</li> </ul>	Document Date: _____	
	High Court Registration No.: _____	
	Registration Date: _____ <i>with presentation slip enclosed</i>	
	Enclosed (original)	
	Enclosed (certified copy) Undertake to forward original	
2.1) Tenancy Agreement.	Enclosed (certified copy)	
2.2) Notice of Assignment of Rental Proceeds (if applicable).	Enclosed (original acknowledged copy)	
3) Debenture (Deb) with the following duly verified by solicitor: <ul style="list-style-type: none"> <li>a) Deb duly stamped;</li> <li>b) Borrower/ Customer to affix common seal;</li> </ul>	Document Date: _____	
	High Court Registration No.: _____	

c) Borrower/ Customer to initial on all pages; d) Signature duly attested by Solicitor; e) For specific debenture, to ensure the details of assets consistent with the invoice/purchase order etc.	Registration Date: _____ <i>with presentation slip enclosed</i>	
	Enclosed (original)	
	Enclosed (certified copy) Undertake to forward original	
Form 34/ Companies Act 2016 - Sections 352(1), 354 & 356(1) (Statement of Particulars To Be Lodged With Charge) & presentation slip;  Lawyer to highlight if they fail to register the form with SSM within 30 days from creation of charge over the Property.	Enclosed (the Form & Presentation Slip)	
Form 40 / Companies Act 2016 - Section 357(3) (Certificate of Registration Of Charge).	Enclosed (original)	
	Undertake to forward original	

Section 9 : Other Supporting Documents (to refer LO on case to case basis)		
Increase of Paid Up Capital via Form 24/ Companies Act 2016 -Section 78 (as imposed by the Bank (if any).	Document Date: _____	
	Enclosed (certified copy by Co Sec)	
	Lawyer is satisfied with the evidence provided by Borrower/ Customer on increase of Paid Up Capital	
Statutory Declaration (SD) for owner occupation of property with the following duly verified by the solicitor: a) SD duly stamped; b) Accuracy of the Borrower/ Security Party and the property details; c) Affirmation by Commissioner of Oaths.	Document Date: _____	
	Enclosed (original)	
Contractor's All Risks Insurance Policy.	Enclosed	
Certificate of Fitness for Occupation/ Certificate of Completion & Compliance in relation to the security property.	Enclosed (certified copy)	
For foreign security providers, written opinion from a firm of solicitors acceptable to the Bank at the Bank's discretion on the validity and enforceability of the relevant security provided by a foreign Security Party in their home country (including but not limited to a guarantor or other surety). Note: the foreign solicitor must act for the Bank in giving such opinion.	Enclosed	
	Not applicable	
Purchase Request cum Undertaking (PRU) (For Islamic facility under Tawarruq concept) with the following duly verified by the solicitor: a) PRU is properly filled up and endorsed by the Customer; b) Authorized signatory must be in accordance to Board Resolution/All partners; (partnership) must sign the LO; c) Must affix Company's / firm's rubber stamp; d) Signature duly attested by Solicitor.	Document Date: _____	
	Enclosed (original)	
Murabahah Sale Confirmation (MSC) (For Islamic facility under Tawarruq concept) with the following duly verified by the solicitor: a) the date and quantity is properly filled up; b) Copy of duly completed MSC has been extended to the Customer.	Document Date: _____	
	Enclosed (photocopy)	



Construction Agreement with the following duly verified by the solicitor: a) The agreement duly stamped; b) The agreement duly executed by all parties; c) To include property details and the construction sum; d) Contractor to confirm that the differential sum between loan sum and contract sum duly settled; e) To obtain approval from Municipality for the construction	Document Date: _____	
	Enclosed (certified copy)	
Contractor's confirmation that the differential sum between financing sum and contract sum duly settled.	Enclosed (certified copy)	
Relevant approval for construction from Municipality.	Enclosed (certified copy)	

**Section 10 : Others**

Please highlight below any discrepancy found from the above searches conducted.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please mention below any other documents if deemed necessary for submission for advice to release.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Section 11 : Solicitor Advice, Confirmation & Undertaking**

There is non-contravention of Companies Act 2016 - Section 225.	<input type="checkbox"/> Yes <input type="checkbox"/> No
There is non-contravention of all other applicable laws & regulations.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The Security Documents and in the case of Islamic Financing including, the relevant Transaction Documents are legal, valid and enforceable	<input type="checkbox"/> Yes <input type="checkbox"/> No
The Solicitor hereby undertakes to the Bank to deliver/ return the Security Documents to the Bank upon perfection. <ul style="list-style-type: none"> <li>Security Documents (where applicable) cover Original Facility Agreement, Original Title &amp; Duplicate Charge, Original Sale &amp; Purchase Agreement, Original Deed of Assignment, Original Power of Attorney, Original Receipt &amp; Reassignment, Original Assignment of Rental, Original Debenture, Original CCM Certificate etc.</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Section 12 : Advice for Release of Balance Sum**

Letter of Offer.	Enclosed (original)	
	Extended to Bank during first disbursement	
Facilities Agreement.	Document Date: _____	
	Enclosed (original)	
	Extended to Bank during first disbursement	
<b>For Property with Title</b>		
Presentation Receipts / Form L.	Enclosed	

	Presentation No/ Memorial No.: _____	
	Discharge of Charge: _____	
	Transfer: _____	
	Charge: _____	
	Date Presentation: _____	
Fresh land search over the Property conducted must be on / after the date of above Presentation.	Enclosed	
	Date Search: _____	
<b>For Property held under Master Title</b>		
Deed of Assignment (by way of Security).	Document Date: _____	
	High Court Registration No.: _____	
	Registration Date: _____ <i>with presentation slip enclosed</i>	
	Enclosed (original)	
List of Previous / Series Original Deed of Assignment (By Way of Transfer)/ Original Deed of Assignment (By Way of Security) / Receipt & Re-assignment:  a) _____ b) _____ c) _____ d) _____	Enclosed (original)	
Presentation slip in relation to filing of Form 34/Section 352 (Statement of Particulars of Charge) with SSM.  Lawyer to highlight if they fail to register the form with SSM within 30 days from creation of charge over the Property.	Enclosed	

**SECTION 13 – ADVICE TO RELEASE**

We hereby certify that the documents have been duly executed by the Borrower / Customer and all Security Parties and all the documents prepared by us including the Legal Documentation (as hereinafter defined) have complied with all Banks' requirement, are legal, valid and enforceable and the interest of the Bank is fully protected.

In the event that the legal or security documentation (collectively, "the Legal Documentation") is not in order, or not valid/enforceable or is incomplete or not perfected 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 Legal Documentation not being in order, we, as the solicitors responsible for the preparation and perfection of the said Legal Documentation shall be responsible to make good to you in full such loss and damage.

Based on the above we are of the opinion that it is in order and that you may allow the disbursement of the Facility/release the redemption sum in manner as follow: –

- Disburse full loan / facility amounting to RM..... to .....  
 ....  
 (in case for reimbursement to Borrower/ Customer, certified copy of official receipt to be submitted as evidence payment duly settled).
- Release the redemption sum of RM ..... in favor of the Chargee / Assignee namely .....  
 ..... with, account detail is .....
- Subject to the fulfillment of the pre-disbursement conditions of the Bank, it is now in order for your Bank to release the loan / facility sum of RM ..... due on ..... Progress payment in favor of the developer, through HDA Account No (if applicable)..... accordingly to the Architect Certificate & for final disbursement, to release 5% being stakeholder portion namely .....
- Release the balance of the loan / facility sum of RM ..... in favor of the Vendor or appointed stakeholder namely ..... pursuant to Section / Clause ..... of the Sales & Purchase Agreement / Construction Agreement dated .....
- Release the legal fees sum RM..... in favor of the solicitor namely .....  
 With Account No. ....  
 (solicitor to ensure any differential sum duly settled by the Borrower/ Customer)

Thank you.

Kindly acknowledge receipt by signing and returning the duplicate copy of this letter.

Solicitor's signature & stamp

.....

Yours faithfully, for and on behalf of

Solicitor's name: \_\_\_\_\_

Advocate & solicitor

Bar council no.: \_\_\_\_\_