

Our Ref :

Your Ref :

Date :

Dear Sir/Madam,

RE: LETTER OF UNDERTAKING

We hereby confirm that we have agreed to grant the loan sum to the Borrower(s)/ Purchaser(s) to enable the Borrower(s)/Purchaser(s) to purchase the Property from you upon the terms and conditions of our letter of offer(s)/security documents of the relevant date(s), (where applicable) and our receipt of the relevant advise and confirmation from our solicitors.

We hereby undertake to release the loan sum or any part thereof towards the redemption sum (if any) in respect of the Property directly to your Bridging Financier [which the charge/lien holder's caveat/private caveat (where applicable) has been duly registered and endorsed on the master title(s) of the Property] either: -

- a) by way of partial settlements of the redemption sum by progressive releases to your Bridging Financier where the progress claims furnished by you do not exceed the full redemption sum due to your Bridging Financier; or
- b) in one payment of the full redemption sum where the progress claims furnished by you are sufficient to effect redemption of the Property in full;

and the balance of the loan sum (if any) to you progressively, strictly based and upon the relevant disclaimer(s), undertaking(s) and confirmation(s) required by us from your Bridging Financier (if applicable), yourselves and other relevant party(ies) (if any) (which the contents are acceptable to us) and subject to the terms and conditions of the security documents entered into between the relevant Architect's Certificates in accordance with the Schedule of Payments as stated in the Sale and Purchase Agreement of the relevant date(s) entered into between yourselves and the Borrower(s)/Purchaser(s) provided and subjected to the following terms and conditions:-

- (i) that the Borrower(s)/Purchaser(s) has duly complied and fulfilled the relevant terms and conditions of the letter of offer(s)/security documents of the relevant date(s)(where applicable);
- (ii) upon our receipt of advise(s) and confirmation(s) from our solicitors and that the security documents has been duly executed, completed, perfected and registered at the relevant registry(ies) and that the Borrower(s)/Purchaser(s) has duly complied and fulfilled the relevant terms and conditions of the letter of offer(s)/security documents of the relevant date(s)(where applicable);

- (iii) upon our receipt of the relevant disclaimer(s), undertaking(s), consent(s), endorsement(s) and confirmation(s) from yourselves, the proprietor (if any), your Bridging Financier (if any) and other relevant party(ies) (if any);
- (iv) that the difference between the purchase price of the Property and the loan sum has been paid to you and we have received your written confirmation thereof;
- (v)
 - (a) that in the event the individual and separate issue document of title/strata title has been issued, you shall procure and deliver to us or our solicitors the individual and separate issue document of title/strata title free from encumbrances together with a valid, stamped and registrable Memorandum of Transfer duly executed by yourselves, the Proprietor (if any) and the Borrower/Purchaser(s) in favour of the Borrower/Purchaser(s), duly executed and stamped Discharge of Charge, the Duplicate Charge, duly executed Withdrawal of Liens Holder's Caveat, duly executed Withdrawal of Private Caveat (where applicable) and the requisite Consents to Transfer and Charge from the relevant authorities (if applicable) in favour of the Borrower/Purchaser(s) and ourselves together with the relevant registration payment (plus penalty, if any); or
 - (b) that in the event the individual and separate issue document of title/strata title has not been issued, you procure, undertake and shall deliver to us or our solicitors the individual and separate issue document of title/strata title free from any encumbrances together with a valid, stamped and registrable Memorandum of Transfer duly executed by yourselves, the Proprietor (if any) and the Borrower/Purchaser(s) in favour of the Borrower/Purchaser(s) and the requisite Consents to Transfer and Charge from the relevant authorities (if applicable) in favour of the Borrower/Purchaser(s) and ourselves together with the relevant registration payment (plus penalty, if any); upon issuance of the individual and separate issue document of title/strata title;
- (vi) you shall not further encumber the Master Title and the Property without our prior written consent;
- (vii) you shall refund all monies released by us to you or in your behalf in any of the following events:-
 - (a) the Deed of Assignment [by way of security entered between ourselves and the Borrower/Purchaser(s)]/Memorandum of Transfer in favour of the Borrower/ Purchaser(s) is/are not perfected/effectuated/invalid/registered due to any reason whatsoever resulting our interest and security documents in jeopardy/preventing the transfer and our charge from being registered;
 - (b) the Certificate of Fitness for Occupation pertaining to the Property is not issued by the relevant authorities for any reason whatsoever;
 - (c) the construction of the Property is not completed or is suspended or abandoned for any reason whatsoever;
 - (d) the requisite consent from the appropriate authority to transfer and charge the Property cannot be obtained for any reasons whatsoever;
 - (e) the sub-divided individual and separate issue document of title/strata title in respect of the Property cannot be issued for any reason whatsoever;
 - (f) that the Purchaser(s)/Borrower(s) is/are adjudicated a bankrupt or step have been taken or are being taken or pending to appoint a receiver or receiver and manager or liquidator to

take over or to wind-up of the Purchaser(s)/Borrower(s) as at the date of the Sale and Purchase Agreement and thereafter.

- (viii) any monies released to your Bridging Financier (if any) is deemed to be payment to yourselves;
- (ix) you do not breach any of the terms and conditions and any of the warranties in the Sale and Purchase Agreement entered between yourselves and the Borrower(s)/Purchaser(s);
- (x) that yourselves and the Proprietor is/are not adjudicated bankrupt or no step have been taken or are being taken or pending to appoint a receiver or receiver and manager or liquidator to take over or to wind-up yourselves and the Proprietor (if any) as at the date of the Sale and Purchase Agreement and thereafter.

Nothing herein contained shall effect the obligations on the part of yourselves and the Borrower(s)/Purchaser(s) to be performed under the Sale and Purchase Agreement of the relevant date(s).

Yours faithfully,

for **CIMB Bank Berhad**

(formerly known as Bumiputra-Commerce Bank Berhad) (13491-P)

Credit Support Administration

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SCHEDULE

Item	Description
PROPERTY	:
LOAN SUM	: RM
PURCHASER(S)	:
BORROWER(S)	
BRIDGING FINANCIER	