Our Ref :
Your Ref :

Date :

Dear Sir/Madam,

RE: SALES & PURCHASE AGREEMENT DATED

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) 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 to loan sum or any part thereof (if any) in favour of your bank/financier towards the full redemption of the Property and the balance thereof (if any) to you or to your solicitors as stakeholders in accordance with the terms and conditions of the Sale & Purchase Agreement dated 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 and confirmation 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), refund(s), undertaking(s), consent(s), endorsement(s) and confirmation(s) from yourselves, your bank/financier(if any), the developer/Proprietor 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 or to the relevant solicitors and we have received written confirmation thereof;

(v) that in the event the redemption sum is more than the loan sum or purchase/balance purchase price, we have received written confirmation that the excess amount has been paid or deposited with your bank/financier or the relevant solicitors;

(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 Borrower/Purchasers) 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, the developer/proprietor (if any) 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/Purchase(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) your Bank/Financier (if any) and you shall refund all monies released by us to you or in your behalf in the events of the followings:-

(a) the Discharge of Charge, the Withdrawal of Liens Holder's Caveat, the Withdrawal of Private Caveat, Receipt and Reassignment is/are not perfected/effected/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 Deed of Assignment [by way of transfer entered between yourselves and the Borrower/Purchaser(s)]/Memorandum of Transfer in favour of the Borrower(s)/Purchaser(s) is/are not perfected/effected/invalid/registered due to any reason whatsoever resulting our interest and security documents in jeopardy/preventing the transfer and our charge from being registered;

(c) the requisite consent from the appropriate authority to transfer and charge the Property cannot be obtained for any reasons whatsoever;

(vii) any monies released to your Bank/Financier (if any) is deemed to be payment to yourselves;

(viii) 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);

(ix) that you and the Purchaser(s)/Borrower(s) is/are not adjudicated a 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 of the yourselves and the Purchaser(s)/Borrower(s) 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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c.c
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SCHEDULE		
Item		**Description**
VENDOR(S)	**:**	
BORROWER(S)	**:**	
PURCHASER(S)	**:**	
PROPERTY	**:**	
LOAN SUM	**:**	**RM**
VENDOR'S BANK/ FINANCIER		