

TERMS AND CONDITIONS

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The terms and conditions set out in the Letter of Offer, the Facility Documents, the Security Documents and any other documents prescribed by the Bank from time to time shall be read together with the following Standard Terms and Conditions:

1. DEFINITIONS AND INTERPRETATION

- 1.1 “**account**” means any S\$ or foreign currency current or savings account and/or any account which the Mortgagor and/or the Borrower may now or hereafter have with the Bank whether along or jointly or jointly with any other person.
- 1.2 “**actual value**” means the adjusted purchase price or the market value or valuation price, whichever is the lower.
- 1.3 “**adjusted purchase price**” means the purchase price of the property after deduction of the amount of any discount, subsidy, rebate, voucher or other benefit provided by the vendor or any other party (including the payment of renovation or interior design costs or legal or stamp fees for the purchase price of the property) (collectively the “**incentives**”) having the effect of reducing the purchase price of the property as reflected in the Option to Purchase, Sale and Purchase Agreement or such other document evidencing the sale and/or purchase.
- 1.4 “**availability period**” means:
- (a) In the case of a Property Loan for a property in respect of which the title has been issued to the Mortgagor and/or the Borrower or a Term Loan, until the date being four (4) months from and including the date of the Letter of Offer;
 - (b) In the case of a Property Loan for a property under construction, until the date being two (2) years from and including the date of the Letter of Offer;
 - (c) In the case of a Bridging Loan, until the date being three (3) months from and including the date of the Letter/s of Offer;
 - (d) The period set out in the Letter/s of Offer; or
 - (e) such further period as the Bank permits.
- 1.5 “**Bank**” refers to STATE BANK OF INDIA or where relevant, any of its related or associated companies named as a mortgagee in any instrument which incorporates the provisions of this Agreement by reference, and shall include its successors and assigns.
- 1.6 “**balance owing**” means, at any time, the difference between all amounts credited and all amounts debited to the Mortgagor and/or the Borrower in connection with that banking facility(s) at that time. When the amount is calculated for the end of a day, it includes all debits and credits assigned to that day.
- 1.7 “**Borrower**” refers to one or all of them (where more than one) and to the Borrower’s personal representatives or the successors and permitted assigns of the Borrower.
- 1.8 “**Bridging Loan**” refers to the Loan Facility or any part thereof which is described as such in the Letter/s of Offer as “Bridging Loan”.
- 1.9 “**business day**” means a day (excluding Saturdays, Sundays and Public Holidays):
- (a) On which the banks in Singapore (including the Bank) are open for business;
 - (b) If the transaction requires or involves a foreign currency (other than the Euro), on which the principal financial centre in which such foreign currency is issued is opened for business; and/or

- (c) If the transaction requires or involves the Euro, on which the bank in which the Bank maintains an account in Euro and the system in which that bank uses is opened for business.
- 1.10 **“Charge of Fixed Deposits”** refers to the Letter of Charge and Set-Off and/or any other documents executed or to be executed by the Chargor and the Mortgagor and/or the Borrower in favour of the Bank in respect of the Fixed Deposits and which expression shall include all amendments, modifications, supplements and such other variations from time to time and any other documents, instruments or agreements made collateral thereto.
- 1.11 **“Charge of Shares”** refers to the Charge of Shares or any other documents executed or to be executed by the Chargor and the Mortgagor and/or the Borrower in favour of the Bank in respect of the Shares and which expression shall include all amendments, modifications, supplements and such other variations from time to time and any other documents, instruments or agreements made collateral thereto.
- 1.12 **“Chargor”** shall include the Mortgagor and/or the Borrower and the Chargor’s personal representatives, successors or permitted assigns.
- 1.13 **“Commencement Date”** in relation to a Term Loan refers to the following unless otherwise provided:
- (a) The first day of the month following the date of first disbursement of the Term Loan where the first disbursement of the Term Loan is made on or before the fifteenth day of the month; and
- (b) The first day of the second month following the date of first disbursement of the Term Loan where the first disbursement of the Term Loan is made after the fifteenth day of the month.
- 1.14 **“CPF Board”** refers to Central Provident Fund Board.
- 1.15 **“CPF contribution”** means the monthly contribution made to CPF Board by each Mortgagor and their employers.
- 1.16 **“CPF grant”** means each grant made to any Mortgagor by the CPF Board.
- 1.17 **“CPF lump sum withdrawal”** means such portion of CPF savings so specified in the Letter/s of Offer.
- 1.18 **“CPF savings”** mean the total of the savings available to be used standing to the credit of the accounts held by the Mortgagor/s with CPF Board.
- 1.19 **“costs”** include all costs, charges and expenses payable to legal advisors and any other advisors specified by the Bank, on a full indemnity basis.
- 1.20 **“default rate”** means a per annum rate of interest specified in the Memorandum of Mortgage and/or the Letter/s of Offer and/or Security Documents or any other documents prescribed by the Bank from time to time.
- 1.21 **“Deferred Commencement Date”** refers to such date other than the commencement date as may be agreed to or specified by the Bank for payment of the first monthly instalment.
- 1.22 **“drawdown date”** means each date on which that facility is drawn down.
- 1.23 **“event of default”** means an event (if any) whether or not described as such in any Letter of Offer and includes any event, however described, which may render the monies and liabilities secured by the Mortgage or any part of it to become due and payable before its normal maturity; and includes any and every event set out in Clause 13 herein.

- 1.24 **"existing mortgagee"** means the one who holds a mortgage over the property to be mortgaged to the Bank.
- 1.25 **"existing property"** refers to the property of the Mortgagor and/or Borrower and/or the Surety described in the Bridging Loan of the Letter/s of Offer, to be sold to repay the Bridging Loan and/or the Short Term Loan and/or such other Loan Facility.
- 1.26 **"Facility"** refers to the Loan Facilities and/or banking facilities referred to in the Letter/s of Offer including any part thereof and any other additional or further advances loans credit and/or other banking facilities or accommodations that may be granted or made by the Bank to the Borrower on the terms and conditions therein and herein contained and any such other terms and conditions as the Bank may decide at its sole discretion.
- 1.27 **"Facility Documents"** mean all or any Letter of Offer, Security and the Mortgage and any other documents or agreements relating to, in connection with or arising out of the Loan Facility, the monies and liabilities secured or intended to be secured by the Security, and/or the performance of any obligation under the Loan Facility, Letter of Offer and Security (whether executed or given by the parties thereto at the time of the Mortgage or subsequent thereto), or any one or more of them.
- 1.28 **"facility limit"** means the facility limit for that facility as stated in the section for that facility in the Letter of Offer.
- 1.29 **"GST"** means any goods and services tax payable under the Goods and Services Tax Act (Cap. 117A) or any other taxes, levies or charges whatsoever of a similar nature which may be substituted for or levied in addition to any such tax, by whatever name called.
- 1.30 **"Guarantee"** means all or any guarantee, surety and/or indemnity at the relevant time executed or given by any person in favour of the Bank to guarantee or secure the payment of all monies and liabilities owing or payable by the Mortgagor under the Loan Facility and/or any other monies and liabilities secured or intended to be secured by the Mortgage, and/or the performance of any obligation under the Loan Facility or Facility Document.
- 1.31 **"Guarantor"** means any person who has given a guarantee to the Bank or any surety or indemnifier for the Loan Facility and/or any other monies and liabilities secured or intended to be secured by the Mortgage and/or the performance of any obligation under the Loan Facility or Facility Document and shall include the personal representatives or successors (as the case may be) of the Guarantor.
- 1.32 **"HDB"** means the Housing and Development Board, a statutory body established under the Housing and Development Act (Chapter 129), and shall include its successors and assigns.
- 1.33 **"HDB Act"** means the Housing and Development Act (Cap 129).
- 1.34 **"HDB property"** means property which is a property held under a lease issued or to be issued by HDB.
- 1.35 **"immovable property"** means the immovable property or properties mortgaged or to be mortgaged under the Mortgage including but not limited to HDB property, Executive Condominium property, Jurong Town Corporation property.
- 1.36 **"including, such as or for example"** means when introducing an example does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- 1.37 **"insolvent"** means being in liquidation, in provisional liquidation, bankrupt, wound up, subject to any arrangement for readjustment, rescheduling or deferral of debts, subject to any interim order under the Bankruptcy Act (Cap 20) protected from creditors under any statute, dissolved, making any assignment or composition, or being otherwise unable to pay debts when they fall due.

- 1.38 **"interest rate"** means the interest rate for that Loan Facility as described in the facility granted in the Letter/s of Offer.
- 1.39 **"Letter of Offer"** means any facility letter, agreement or contractual arrangements relating to or regulating the Loan Facility granted or to be granted by the Bank to the Mortgagor including but not limited to any other facility letter(s) of the Loan Facilities to which these Standard Terms and Conditions herein are annexed and which expression shall include all amendments, modifications or supplements to the letter/s of offer from time to time and any letter which supersedes all other letters, commitments, arrangements and agreements made between the Bank and the Mortgagor and/or the Borrower in respect of the Loan Facilities.
- 1.40 **"Loan Facility"** means all advances, loans, credit and other banking facilities or accommodation granted or agreed to be granted by the Bank to the Mortgagor for the purchase or refinancing of the Mortgaged Property.
- 1.41 **"liquidation", "winding-up", "dissolution" or "judicial management"** of a company, the appointment of receiver and/or manager, liquidator, administrator, judicial manager or trustee shall be construed so as to include any equivalent or analogous proceedings or appointment under the law of the jurisdiction in which such company is incorporated or any jurisdiction in which such company carries on business or has assets.
- 1.42 **"market value"** means the market value of the property as set out in the most recent valuation report on the property issued by a valuer approved and selected by the Bank and if there is no valuation report, the market value of the property shall be determined by the Bank solely and the Bank's valuation is deemed final and binding on the Mortgagor and/or the Borrower.
- 1.43 **"Memorandum of Mortgage"** refers to all Memorandums of Mortgage by the Bank registered with the Singapore Land Authority and shall include all amendments, modifications or supplements from time to time.
- 1.44 **"Mortgage"** means the instrument or indenture of mortgage which makes reference to the Memorandum of Mortgage and to which the provisions of the Memorandum are incorporated or are deemed incorporated whether in whole or in part, and wherever that term "Mortgage" is used herein, it shall also refer to and include such of the provisions of this Memorandum as are incorporated or deemed incorporated in that instrument or indenture of mortgage. For avoidance of doubt, the term "Mortgage" shall include any deed of assignment or deeds of assignment relating to the Mortgaged Property.
- 1.45 **"Mortgaged Property" or "Property"** means all the property or properties as identified in the Letter of Offer which are mortgaged to the Bank by the Mortgagor under the Mortgage, or any one or more of them or any part or parts thereof together with all rights and interests of the Mortgagor in any common property.
- 1.46 **"Mortgagor"** refers to all or any of the persons (where more than one) who execute the Mortgage and/or mortgage the Property to the Bank and includes the personal representatives or successors and permitted assigns of the Mortgagor.
- 1.47 **"payable"** means an amount which is currently payable or will or may be payable in the future.
- 1.48 **"person"** shall be construed as a reference to any person, firm, company, corporation, entity, association, partnership, statutory body, government, state or agency of a state (whether or not having separate legal personality) or any two or more of the foregoing.
- 1.49 **"Prepayment Fee"** shall be a charge of such amount as stated in the Letter of Offer or such other amount as the Bank may stipulate from time to time.
- 1.50 **"Prepayment Period"** shall refer to such period as stated in the Letter of Offer or such other period as the Bank may stipulate from time to time.
- 1.51 **"prime rate"** means our prime lending rate for Singapore Dollars as announced by us or displayed at our premises from time to time.

- 1.52 **“private property”** means property other than HDB property under the Public Housing Scheme.
- 1.53 **“Project”** refers to the refurbishment or construction and completion as the case may be of a building or buildings on the Property.
- 1.54 **“Property Loan”** means such Loan Facility secured by a Mortgage over property and includes a Housing loan, investment property loan, term loan and bridging loan.
- 1.55 **“related borrower”** means the Mortgagor’s and/or the Borrower’s spouse, child, sibling, parent or relative.
- 1.56 **“Related Corporations”** means related corporations as defined in Section 6 of the Companies Act (Cap 50).
- 1.57 **“second year”** in relation to the Loan Facility means the period from and including the day after the end of the first year to but excluding the same date in the next following year.
- 1.58 **“secured property”** means each property over which a security is held including the property.
- 1.59 **“Security”** means and includes all or any security or collateral at the relevant time executed in favour of the Bank to secure, guarantee or indemnify the payment of monies and liabilities owing or payable under the Loan Facility and/or monies and liabilities secured or intended to be secured by the Mortgage, and/or the performance of any obligation under the HDB Loan Facility, Letter of Offer, the Mortgage or other Facility Document, and includes without limitation, all or any deed of assignment or deeds of assignment relating to the Mortgaged Property, the Mortgage and the Guarantee.
- 1.60 **“Security Document”** refers to any and every Facility documents (including the Mortgage) from time to time executed to secure, inter alia, the obligations of the Borrower and/or the Surety under this Agreement or in connection with the Facility as amended, supplemented or modified from time to time.
- 1.61 **“Security Party”** means any person (other than the Mortgagor or the Bank) who shall have provided security to, or entered into any Facility Document with the Bank, as security or guarantee for the obligations of the Mortgagor to the Bank and includes without limitation, any Guarantor.
- 1.62 **“Short Term Loan”** refers to the Loan Facility or any part thereof which is described in the Letter of Offer as “Short Term Loan”.
- 1.63 **“Surety”** includes any and every person or party (including the Mortgagor) providing guarantees, indemnities, pledges, charges, mortgages, letters of set-off or other Security as security for the Loan Facility or part thereof.
- 1.64 **“Taxes”** shall refer to all taxes duties assessment impositions and outgoings including but not limited to any goods and services tax value-added tax consumption tax or such other taxes of whatever name called which may be levied or leviable or imposed upon in any respect on:
- (a) Any payment or sum herein or otherwise required to be paid or payable in respect of the Security; and/or
 - (b) Any monies payable to or received or receivable by the Bank whether under this Agreement, the Security Document or otherwise or any expenses incurred by the Bank.
- 1.65 **“Temporary Occupation Permit”** means a permit issued by the Building and Construction Authority allowing temporary occupation of the Property.
- 1.66 **“Term Loan”** means the Loan Facility or any part thereof that is granted on a term loan basis with a regular repayment schedule.

- 1.67 **"this Agreement"** refers to and includes the agreement for the Loan Facility as evidenced by the Letter of Offer and these Terms and Conditions governing Mortgage Loans (as varied, amended, supplemented or modified from time to time).
- 1.68 (a) Where there is more than one person who is the Mortgagor, all references to "the Mortgagor in the Mortgage shall be read as referring to all or any one or more of such persons and all covenants, agreements, undertakings, terms, stipulations and other provisions shall be deemed to be made by and be binding on all of them jointly and severally;
- (b) Where the expression
- (i) the "Mortgagor, the Borrower";
 - (ii) the "Mortgagor and the Borrower";
 - (iii) the "Mortgagor or the Borrower";
 - (iv) the "Mortgagor and/or the Borrower";
- shall mean both the **"Mortgagor and/or the Borrower"**;
- 1.69 Any reference to a **"Clause"** shall, subject to any contrary indication, be construed as a reference to a clause of this Memorandum.
- 1.70 All references to any letter, document, deed or agreement are to be construed as references to such letter, document, deed or agreement as amended, varied, modified or supplemented from time to time and includes any letter, document, deed or agreement made or which may be made supplemental thereto from time to time or in addition to or in substitution thereof.
- 1.71 All references to statutory provisions shall be construed as including references to:
- (a) Any statutory modification consolidation or re-enactment (whether before on or after the date of the Mortgage) for the time being in force;
 - (b) All statutory instruments or orders made pursuant to a statutory provision; and
 - (c) Any statutory provisions of which a statutory provision is a consolidation, re-enactment or modification.
- 1.72 All references to any statute or other legislation, subsidiary legislation or rules shall be read as referring to such statute or other legislation, subsidiary legislation or rules as amended or re-enacted from time to time.
- 1.73 Where there is more than one person who is the Mortgagor, all references to "the Mortgagor in the Mortgage shall be read as referring to all or any one or more of such persons and all covenants, agreements, undertakings, terms, stipulations and other provisions shall be deemed to be made by and be binding on all of them jointly and severally.
- 1.74 All covenants, agreements, undertakings, terms, stipulations and other provisions made or undertaken by each of the Mortgagor in the Mortgage shall be deemed to be made by and be binding on all of them jointly and severally.
- 1.75 The headings in this Memorandum are inserted for convenience only and shall be ignored in construing this Memorandum.
- 1.76 Words (including words defined herein) denoting the singular number shall also include the plural and vice versa and words denoting any gender shall include any other gender.

- 1.77 In the event of any inconsistency between the terms and conditions contained in the Letter of Offer and the Terms and Conditions in the Memorandum of Mortgage governing Mortgage Loans, the terms and conditions of the Letter of Offer shall prevail.

2. GENERAL CONDITONS

- 2.1 The Mortgagor and/or the Borrower shall jointly and/or severally:
- (a) Have an account with the Bank to be opened at least two (2) weeks before the first drawdown;
 - (b) Give the Bank reasonable notice of the timing of any drawing;
 - (c) Comply with any drawdown requirements specified in the Letter of Offer and any other drawdown requirements the Bank may specify from time to time; and
 - (d) Complete a request for drawing in the form that the Bank requires.
- 2.2 The Bank reserves all rights to refuse any disbursement of or drawing of the Loan Facility if:
- (a) Either the Property or its title is not acceptable to the Bank;
 - (b) The availability period has expired; or
 - (c) The Borrower and/or the Mortgagor and/or the Security Party are in default or are likely to be in default in the Bank's reasonable opinion.
- 2.3 The Mortgagor and/or Borrower may use the Loan Facility only for the purpose specified in the Letter/s of Offer.

3. SPECIFIC CONDITIONS

- 3.1 If the Letter/s of Offer specify multiple drawings, a drawing will only be provided on the production of:
- (a) A copy of an architect's certificate certifying the stage of construction of the Property in a form and substance satisfactory to the Bank;
 - (b) A certified true copy of the Temporary Occupation Permit;
 - (c) A certified true copy of the Certificate of Statutory Completion for the Property; or
 - (d) Evidence that title to the Property has been issued.
 - (e) The difference between the Loan Facility and the purchase price of the property or the valuation price of the property whichever is the lower or the total construction costs (as the case maybe) has been paid by the Mortgagor and/or the Borrower.
 - (f) Upon the Bank receiving 7 Business days' prior written notice subject always to drawdown requests, reports on title, satisfactory legal requisitions, bankruptcy and liquidation searches being in order.
 - (g) If the Loan Facility is in a foreign currency and drawdown is required in Singapore Dollars, the Bank shall convert the required Singapore Dollar into the foreign currency at the Bank's prevailing exchange rate of exchange to ascertain the amount to be drawn from the Loan Facility. The Bank shall not be held liable to the Mortgagor and/or the Borrower for any fluctuation in the exchange rate of exchange.

4. LOAN FACILITIES

4.1 Notwithstanding that the Loan Facility may be a Term Loan and notwithstanding anything to the contrary, express or implied, contained herein, the Loan Facility agreed to be made available and granted from time to time to the Mortgagor and/or the Borrower shall at the absolute discretion of the Bank be reviewed from time to time and the Bank shall, at its absolute discretion, without prior notice to or consent from the Mortgagor and/or the Borrower, be entitled to:

- (a) Require all or part of the monies outstanding under the Facility to be repaid;
- (b) Vary the terms and conditions of, or decrease or restructure any of the Loan Facility granted to the Borrower; or
- (c) Cancel any of the Loan Facility granted to the Borrower.

Nothing contained in this Agreement and/or the Letter of Offer, the Facility Documents, the Security Documents shall be deemed to impose on the Bank any obligation either at law or in equity to make or continue to make the Loan Facility available to the Mortgagor and/or the Borrower.

4.2 Notwithstanding the Mortgagor and/or the Borrower's payment of a commitment fee and/or performance of any act(s) relating to or in reliance of the grant of the Loan Facility or anything whatsoever, the Bank may in its absolute discretion withhold the disbursement of the Loan Facility or part thereof as the Bank in its absolute discretion shall deem fit.

- 4.3
- (a) Where the Loan Facility is subject to a facility limit or an Available Limit and/or an Authorised Limit stipulated in the Letter of Offer, Mortgagor and/or the Borrower shall forthwith repay all drawings/debit balances in excess of the Available Limit or (where no such limit is stipulated) the Authorised Limit together with interest thereon at the rate stipulated in Clause 7; Provided Always that the Bank may at its absolute discretion allow the Mortgagor and/or the Borrower's account to be overdrawn in excess of the Available Limit or (where no such limit is stipulated) the Authorised Limit on such terms and conditions and at such rate(s) of interest as the Bank may determine from time to time.
 - (b) For the purposes of ascertaining whether the facility limit or the Available Limit or (where no such limit is stipulated) the Authorised Limit is exceeded, all capitalised interest shall be deemed to be principal monies.

4.4 Overdraft

If the Overdraft is granted solely for payment of the purchase price of the Property:

- (a) The Overdraft shall be disbursed through the Bank's solicitors solely for the said purpose; and
- (b) The Mortgagor and/or the Borrower shall not draw any cheque(s) in respect of the Overdraft or any part thereof.

4.5 Construction Loan (if applicable)

- (a) The construction loan shall be used exclusively for the purpose of financing the Project in accordance with plans approved by the relevant government authorities and accepted by the Bank.
- (b) The construction loan may be disbursed by the Bank in stages in accordance with the progress of work in the Project as certified by the architects in charge thereof and verified by the Bank's valuers or authorised officer or a quantity surveyor or other qualified person appointed by the Bank at the sole cost and expense of the Mortgagor and/or the Borrower and evidenced by such other documents as the Bank considers

satisfactory or as and when the Bank is otherwise satisfied that the progress of the Project justifies the disbursement of the construction loan.

- (c) The Bank may in its absolute discretion (but without any obligation to) disburse monies directly to the builder architect contractor or any other person responsible for the Project or to the government or to any other body or authority in payment of any premium fee costs or expense relating to the Property or the Project and every payment so made shall be deemed to be an advance to the Mortgagor and/or the Borrower for the purposes hereof.

5. CONDITIONS PRECEDENT

The obligation of the Bank to avail and/or disburse any part of the Loan Facility shall be subject to each of the following conditions precedent:

- 5.1 Execution of the Security Document in the form and substance acceptable to the Bank and completion of all other legal or security documents and matters to the satisfaction of the Bank.
- 5.2 The difference between the purchase price of the Property or the valuation price of the property whichever is the lower or the total construction costs (as the case maybe) and the amount of the Loan Facility has been met.
- 5.3 There shall have been previously delivered to the Bank or its solicitors the following documents in form and substance satisfactory to the Bank:
 - (a) All title deeds and other relevant documents in respect of the Property;
 - (b) All consents, approvals and authorisations required to be obtained in connection with the purchase and mortgage of the Property;
 - (c) The CPF Board's letter of approval approving the sums for withdrawal consistent with the terms of the Letter of Offer and/or approving the change in mortgagee;
 - (d) All insurance policies and assignments required by the Bank;
 - (e) A formal valuation of the Security in terms satisfactory to the Bank;
 - (f) All other documents as the Bank may require from time to time to the satisfaction of the Bank or the Bank's solicitors;
 - (g) Where the Mortgagor and/or the Borrower and/or the Surety is a corporation, a copy of the Certificate of Incorporation and the Memorandum and Articles of Association of the Borrower and/or the Surety certified as a true copy by its director or secretary;
 - (h) Where the Mortgagor and/or the Borrower and/or the Surety is a corporation, a copy, certified as a true copy by the chairman and the secretary of the corporation, of resolutions of the board of directors and shareholders of the corporation in form and substance satisfactory to the Bank.
- 5.4 The Bank shall be satisfied inter alia that:
 - (a) The title to the Property is acceptable to the Bank in its absolute discretion;
 - (b) The Property not being subject of any gift or voluntary settlement or undervalue transaction at any time unless the Bank otherwise decides;
 - (c) There are no defects, structural or otherwise, in or affecting the Property;

- (d) Replies to requisitions to the various government departments are in order;
- (e) There is no event occurring or circumstances arising including material changes in the financial condition of the Borrower, the Surety and/or their Related Corporations or circumstances which in the opinion of the Bank could adversely affect the ability decision or willingness of the Bank to offer or continue to grant the Loan Facility to the Mortgagor and/or the Borrower;
- (f) The Security is an acceptable security in all respects;
- (g) All stamp fees and goods and services tax value added or other similar taxes payable in respect of the purchase and/or the mortgage of the Property have been paid or have been earmarked or set aside in such manner as the Bank may deem fit;
- (h) All legal expenses stamp fees and disbursements in connection with the Loan Facility and/or the Security and all relevant documentation in connection therewith have been paid or will otherwise be paid;
- (i) There are no legal proceedings suits or actions of any kind whatsoever (whether criminal or civil) instituted against the Mortgagor and/or the Borrower the Surety and/or their Related Corporations;
- (j) There is no bankruptcy judicial management or winding-up (whether voluntary or compulsory) petition/proceedings or order made against the Mortgagor and/or the Borrower, the Surety and/or their Related Corporations, the Mortgagor and/or the Borrower the Surety and/or their Related Corporations are not in any event unable to pay their debts or are insolvent within the meaning of the Bankruptcy Act (Cap 20), the Mortgagor and/or the Borrower the Surety and/or their Related Corporations have not entered into any statutory or other arrangement (voluntary or otherwise) or composition for the benefit of creditors generally and that no statutory demands have been made against and no receiver(s) appointed in respect of the Mortgagor and/or the Borrower, the Surety and/or their Related Corporations;
- (k) A caveat notifying of the Bank's interest in the Property has been lodged against the Property;
- (l) No event of default has occurred and is continuing or is anticipated;
- (m) The Mortgagor and/or the Borrower and/or the Surety have established an account or accounts with the Bank as may be required by the Bank;
- (n) The rent, property tax and all service and conservancy charges maintenance fees sinking fund contributions and/or such other fees, charges and contributions payable in respect of the Property have been paid up to date;
- (o) All other conditions precedent as the Bank may require or impose have been fulfilled to the satisfaction of the Bank or otherwise have been duly complied with.

5.5 If the interest in the Property is a leasehold interest:

- (a) The unexpired term of the lease must not be less than 60 years at the end of the tenor of the Loan Facility unless otherwise approved by the Bank; and
- (b) The written consent on such terms and conditions as shall be acceptable to the Bank from the lessor to the leasehold interest and/or other relevant competent authorities for the creation of the Mortgage over the Property.

5.6 If the Property is subject to Housing Board and Development Act (Cap 129) (the "HDB Act"):

- (a) Where applicable, a lease from the HDB confirming the refund of monies disbursed from the Bridging Loan to the Bank if the Mortgagor's purchase of the Property is aborted for any reason whatsoever;
- (b) The Mortgagor satisfies the eligibility criteria of the HDB and/or other relevant authorities for purchasing and/or owning the Property;
- (c) The Mortgagor is not in breach of the provisions of the Lease, Agreement for Lease, or other agreements relating to the Property;
- (d) All requirements under the HDB Act and any terms, conditions, rules, regulations and policy requirements imposed by the HDB and/or other relevant authorities have been and continue to be fulfilled.

5.7 If the Property is subject to the Executive Condominium Housing Scheme Act (Cap 99A) (the "**EC Act**"):

- (a) The written consent on such terms and conditions as shall be acceptable to the Bank shall be obtained from the developer, the HDB and/or other relevant competent authorities to the creation of the Mortgage over the Property;
- (b) Evidence that all requirements under the EC Act have been and continue to be fulfilled must be furnished to the Bank prior to disbursement of the Loan Facility or each disbursement of any part thereof; and
- (c) All terms and conditions imposed by inter-alia the developer, the HDB and/or other relevant authorities in granting their consent to the purchase and the mortgage of the Property shall be complied with by and at the expense of the Borrower and/or the Mortgagor.

5.8 If separate title to the Property has been issued:

- (a) Issuance of the Temporary Occupation Permit and the Certificate of Statutory Completion;
- (b) Production of the competent authorities' confirmation that no enforcement action will be taken against the proprietor of the Property with regard to the non-availability or non-issuance of the Temporary Occupation Permit and/or Certificate of Statutory Completion; and
- (c) Where the Loan Facility is not intended to be used towards:
 - (i) part payment of the purchase price of the Property; or
 - (ii) refinance of any existing loan,
 receipt of the Bank's solicitors' confirmation that the Mortgage has been lodged for registration with the Singapore Land Authority and a written request from the Mortgagor and/or the Borrower or his solicitors for disbursement.

5.9 If separate title to the Property has not been issued, the production of:

- (a) The relevant architect's certificates;
- (b) Evidence that the paramount mortgagee has agreed to release or discharge the Property from the paramount mortgage upon payment of 85% of the purchase price;
- (c) Where the developer of the Property is not governed by the Housing Developers (Control and Licensing) Act (Cap 130):

- (i) the paramount mortgagee's consent to the Mortgage;
 - (ii) the sale and purchase agreement (the "**Sale Agreement**") entered or to be entered into between the developer and the Mortgagor which must be acceptable to the Bank; and
 - (iii) the developer's consent to the issuance of a fresh sale and purchase agreement on the same terms and conditions as the Sale Agreement at the request of the Bank, in favour of such person(s) or corporation as the Bank may in its absolute discretion nominate and at such cost as may be deemed reasonable by the Bank;
- (d) Where the Loan Facility is not intended to be used towards:
- (i) part payment of the purchase price of the Property; or
 - (ii) refinance of any existing loan,

a copy of the Temporary Occupation Permit and a written request from the Mortgagor and/or the Borrower or his solicitors for disbursement.

5.10 If the Loan Facility or any part thereof is granted in the form of a Bridging Loan and/or Short Term Loan, the following shall also be furnished to the Bank in form and substance satisfactory to the Bank:

- (a) A copy of the duly exercised option to purchase or duly executed sale and purchase agreement confirming the sale of the Existing Property, as the case may be;
- (b) If the Existing Property is a HDB property and is not solely owned by the Mortgagor and/or the Borrower, a copy of the letter of undertaking from the owner(s) of the Existing Property to the Bank that they shall forward the sale proceeds of the Existing Property to the Bank once they are in receipt of the same;
- (c) If the Existing Property is not a HDB property, a copy of the letter of undertaking from the solicitors acting in the sale of the Existing Property that they shall forward the sum equivalent to the amount of the Bridging Loan and/or the Short Term Loan and any accrued interest thereto from the sale proceeds of the Existing Property to the Bank immediately upon completion of the sale of the Existing Property; and
- (d) Confirmation that the Bridging Loan and/or the Short Term Loan shall be paid direct to the licensed developer's project account or held by the vendor's solicitors as stakeholders pending completion of the purchase of the Property (whichever is applicable).

5.11 If the Loan Facility or any part thereof is granted in the form of a renovation loan:

- (a) The Bank's receipt of the Mortgagor and/or the Borrower's or his solicitors' written notice of drawdown;
- (b) Issuance of the Temporary Occupation Permit where separate title to the Property has not been issued; and
- (c) Completion of the Mortgagor's purchase of the Property where separate title to the Property has been issued.

5.12 If the Loan Facility or any part thereof is granted in the form of a construction loan, the Bank's receipt of the following:

- (a) The relevant architect's certificate;
- (b) Evidence that any cost overrun has been/will be paid by the Borrower and/or the Mortgagor or funded by equity, or loans from shareholders and/or directors of the Borrower and/or the Mortgagor which shall be subordinated pursuant to any deeds of subordination required by the Bank to be given to the Bank;
- (c) A disbursement schedule in form and substance acceptable to the Bank;
- (d) Without prejudice to the generality of Clause 5.3(d) herein, a contractor's insurance policy for such amount, with such insurer, covering such risks, and on such terms and conditions as the Bank may require from time to time which said policy shall include and cover the Bank as mortgagee and beneficiary;
- (e) Evidence satisfactory to the Bank that the difference between the total amount of the refurbishment or construction cost for the Project (as the case may be) including without limitation professional fees (the "**construction cost**") and such limit on the amount of the construction cost as the Bank may finance has been paid;
- (f) Written evidence that the requisite planning and building approvals and permission including the grant of written permission from the relevant authorities for the Project have been obtained on terms acceptable to the Bank and that all conditions, if any, upon which such approval or permission was granted have been complied with;
- (g) A copy of the building contract entered into between the Mortgagor and/or the Borrower and the main contractor for the Project; and
- (h) Confirmation from the architect and/or such other evidence in form and substance satisfactory to the Bank that development charge (if any) which is payable in respect of the Project has been paid in full.

6. INTEREST

6.1 General

- (a) Unless otherwise provided, interest shall be calculated on the actual number of days in the year based on a 365 day year and where it is a leap year, on a 366 day year;
- (b) A certificate by the Bank as to the board lending rate or prime lending rate or such other rate of interest shall be conclusive and binding for all purposes upon the Mortgagor and/or the Borrower;
- (c) All interest shall accrue from the date of disbursement by way of simple or compound interest as determined by the Bank at its absolute discretion until the date of payment (as well after as before judgment) notwithstanding the relationship of banker and customer may have ceased by a demand for repayment of the Loan Facility and/or any other monies due to the Bank or otherwise;
- (d) Interest shall be calculated on monthly, annual or such periodic rest(s) as the Bank may from time to time at its absolute discretion decide. The amount of interest payable shall be calculated from the day of each drawing under the Loan Facility or charge or expenditure imposed or expended by the Bank up to the last day of the month, year or other relevant period as the case may be (during which such drawing, charge or expenditure was made imposed or expended, both dates inclusive) on such drawing, charge or expenditure. Thereafter interest shall be calculated on the aggregate of the monies outstanding under the Loan Facility, accrued and unpaid interest, charge and expenditure as at the last day of the preceding month, year or other relevant period as the case may be;

- (e) The Bank is entitled without prior notice at any time and from time to time, to increase decrease or vary at its absolute discretion any applicable interest rate(s) and/or the periodic rest(s). Such new interest rate(s) and/or periodic rest(s) shall take effect from the date determined by the Bank;
- (f) In the event the rate of interest and/or periodic rest is revised on the Loan Facility or any part thereof from time to time:
 - (i) the repayment of the same shall be by way of such increased or decreased monthly instalments, interest payments or such other repayment scheme(s) as the Bank may at its absolute discretion decide based on the revised rate of the interest and/or periodic rest; and
 - (ii) prior to disbursement of the Loan Facility or any part thereof, the revised rate of interest and/or periodic rest shall apply without further notice to the Mortgagor and/or the Borrower.

6.2 Term Loan

- (a) Unless otherwise provided, interest shall be calculated on the actual number of days in the year based on a 365 day year and where it is a leap year, on a 366 day year on monthly rests;
- (b) Until the Commencement Date or the Deferred Commencement Date (as the case may be), interest shall be calculated by the Bank and payable separately by the Mortgagor and/or the Borrower on such date(s) as shall be notified by the Bank to the Mortgagor and/or the Borrower.

6.3 Overdraft

- (a) Interest shall be calculated on a daily basis on the actual number of days in the year based on a 365 day year and where it is a leap year, a 366 day year on monthly rests, except:
 - (i) where the Overdraft is granted in a currency other than Singapore Dollars, British Pounds, Hong Kong Dollars or Thai Baht, interest calculation shall be based on a 360 day year; and
 - (ii) where the Overdraft is granted in British Pounds, Hong Kong Dollars or Thai Baht, interest calculation shall be based on a 365 day year, and on the amount outstanding on the Overdraft payable monthly in arrears on the last day of each calendar month or such other method of calculation as shall be determined by the Bank from time to time in accordance with its prevailing practice;
- (b) Interest on the principal amount disbursed/ utilised in respect of the Overdraft shall be capitalised and added to the principal sum then owing on the last day of each calendar month and shall bear interest accordingly;
- (c) The Mortgagor and/or the Borrower shall pay at least the minimum monthly payment being the interest for the outstanding sum used for the calendar month or such sum(s) as the Bank shall determine from time to time.

6.4 Bridging Loan and Short Term Loan

Until the Bridging Loan and/or the Short Term Loan is fully repaid on the due date of payment therefor, interest shall accrue on a daily basis on the amount of the Bridging Loan and/or the Short Term Loan disbursed and outstanding at the rate as indicated in the Letter of Offer or such other rate(s) as the Bank may from time to time notify the Mortgagor and/or

the Borrower in writing and shall be payable by the Mortgagor and/or the Borrower monthly in arrears. Payment of the said interest shall commence on the first day of the month following the respective date(s) of first disbursement of the Bridging Loan and/or the Short Term Loan (as the case may be) or any part thereof, and subsequent payments shall be made on the first day of every succeeding month.

7. DEFAULT INTEREST AND FEE

In the event that the Mortgagor and/or the Borrower fails or refuses to pay the monthly instalments, interest and/or any repayments of the Loan Facility and/or any other monies due to the Bank when due and payable ("**Overdue Amounts**") and/or the Borrower's account is overdrawn as described in Clause 4.3(a) herein, the Mortgagor and/or the Borrower shall pay additional interest at the rate of 4% per annum above the Bank's prime lending rate prevailing from time to time or at such other rate(s) as the Bank may stipulate from time to time on the Overdue Amounts from the due date until the date of payment and/or on the amount overdrawn from such date upon which the Borrower's account shall be overdrawn until the date of payment, as the case may be, as well after as before judgment, such interest accumulating by way of simple or compound interest as determined by the Bank at its absolute discretion, subject to the payment of a minimum fee of such amount as stated in the Bank's pricing guide per late repayment or overdrawn.

8. REPAYMENT

8.1 No payment or any part thereof made by the Mortgagor and/or the Borrower shall be treated as repayment of the principal amount of the Loan Facility until all interest due or deemed to be due or accrued or in arrears thereof has been paid;

8.2 Overdraft

The Overdraft shall be repayable on demand.

8.3 Term Loan

Where applicable, the following provisions shall apply to the Term Loan:

(a) Full Instalment Repayment Scheme

- (i) under the Full Instalment Repayment Scheme, the Term Loan shall be repayable by monthly instalments comprising both principal and interest calculated on the quantum of the Term Loan granted of such amount(s) as shall be specified in the Letter of Offer or as may be notified by the Bank to the Mortgagor and/or the Borrower from time to time. The first monthly instalment shall commence on the Commencement Date unless otherwise agreed to by the Bank. Subsequent instalments shall be payable on the first day of each of the following months until the whole of the Term Loan together with interest thereon shall be fully paid and satisfied;
- (ii) for the avoidance of doubt, the agreed tenor for the Term Loan shall commence on the Commencement Date or the Deferred Commencement Date as the case may be;

(b) Interest Servicing Repayment Scheme

- (i) unless otherwise stated, the Interest Servicing Repayment Scheme shall be available where the Temporary Occupation Permit to the Property and separate title in respect thereof have not been issued;
- (ii) under the Interest Servicing Repayment Scheme, the Term Loan shall be

disbursed progressively and payment of the first monthly instalment shall be deferred until after the expiration of the Interest Servicing Period. During the Interest Servicing Period, interest shall accrue on a daily basis on that part of the Term Loan disbursed and outstanding from time to time and shall be payable monthly in arrears. Payment of the said interest shall commence on the first day of the month following the date of first disbursement of the Term Loan or any part thereof and subsequent payments shall be made on the first day of every succeeding month unless otherwise notified by the Bank. CPF savings and CPF monthly contributions cannot be used to service the monthly interest during the Interest Servicing Period. For the purposes herein, the “**Interest Servicing Period**” shall refer to the date of first disbursement of the Term Loan or any part thereof and shall expire on the last day of the month following the month of progressive disbursement made towards the payment due upon issue of the Temporary Occupation Permit to the Property, or such other date as may be determined by the Bank;

- (iii) on the expiration of the Interest Servicing Period, the Term Loan shall be repaid in accordance with the Full Instalment Repayment Scheme. For this purpose, all references to the term “**Commencement Date**” under the Full Instalment Repayment Scheme shall refer to the first day of the month following expiration of the Interest Servicing Period, and the term “**Deferred Commencement Date**” shall be construed accordingly;
 - (iv) the Mortgagor and/or the Borrower may opt for commencement of the instalment repayment at any time during the Interest Servicing Period provided that 1 month’s notice is given by the Mortgagor and/or the Borrower to the Bank. The said 1 month’s notice shall take effect from and including the date of receipt by the Bank of such notice and shall expire 1 month from the date of receipt (the “**date of expiry**”). The first monthly instalment shall be payable by the Mortgagor and/or the Borrower on the first day of the month following the date of expiry. The said 1 month’s notice once given by the Mortgagor and/or the Borrower cannot be withdrawn;
 - (v) for the avoidance of doubt, the agreed tenor shall commence on payment of the first monthly instalment to the Bank;
- (c) Progressive Instalment Repayment Scheme
- (i) unless otherwise stated, the Progressive Instalment Repayment Scheme shall only be available where Temporary Occupation Permit to the Property and separate title in respect thereof have not been issued;
 - (ii) under the Progressive Instalment Repayment Scheme, the Term Loan shall be disbursed progressively and shall be repayable bi-monthly instalments comprising both principal and interest of such amount as shall be specified in the Letter of Offer and/or Facility Letter or as may be notified by the Bank to the Mortgagor and/or the Borrower from time to time, calculated on that part of the Term Loan disbursed and outstanding from time to time. The first monthly instalment shall commence on the Commencement Date or on the Deferred Commencement Date. Subsequent instalments shall be payable on the first day of each of the following months until the whole of the Term Loan together with interest thereon shall be fully paid and satisfied;
 - (iii) the monthly instalment amount(s) shall be revised from time to time upon each progressive disbursement of the Term Loan and calculated on the aggregate of the Term Loan disbursed and outstanding. The Bank shall notify the Mortgagor and/or the Borrower of the revised monthly instalment amount which shall be payable by the Mortgagor and/or the Borrower on the first day of the month following the last progressive disbursement of the Term Loan (or part

thereof) unless otherwise notified by the Bank;

- (iv) upon issuance of Temporary Occupation Permit to the Property, or on such other date as may be determined by the Bank, the Progressive Instalment Repayment Scheme shall be converted to the Full Instalment Repayment Scheme. For this purpose, all references to the term "**Commencement Date**" under the Full Instalment Repayment Scheme shall refer to the due date of the first monthly instalment payable under the said scheme, which shall be such date as the Bank shall notify the Mortgagor and/or the Borrower;
- (v) for the avoidance of doubt, the agreed tenor shall commence on payment of the first monthly instalment to the Bank under the Progressive Instalment Repayment Scheme;
- (d)
 - (i) unless otherwise agreed to by the Bank, the Mortgagor and/or the Borrower shall repay the Term Loan under the Full Instalment Repayment Scheme only;
 - (ii) without prejudice to the foregoing, where 2 or more of the above-mentioned schemes of repayment may apply any such scheme(s) of repayment, once chosen by the Mortgagor and/or the Borrower and agreed to by the Bank, shall be irrevocable by the Mortgagor and/or the Borrower thereafter;
- (e) Unless otherwise provided, CPF savings and CPF monthly contributions can be used to service the monthly instalments subject to the consent of the CPF Board and the Bank on such terms as the Bank may approve. The Mortgagor and/or the Borrower shall ensure that the difference (if any) between the monthly instalment amount (as may be revised from time to time in accordance with the provisions herein contained) and the sum used or intended to be used from the Borrower's CPF savings or CPF monthly contribution shall be paid by the Mortgagor and/or the Borrower in cash. These provisions shall apply in the event that the CPF savings or CPF monthly contribution cannot be paid to the Bank on the due date of payment of the relevant monthly instalment(s), whether due to a revision in the monthly instalment amount or otherwise.

8.4 Payment by cheques will not be accepted unless otherwise agreed to by the Bank on such terms and conditions acceptable to the Bank.

9. REDUCTION OF VALUE OF PROPERTY

9.1 Where the Bank is of the opinion that the security provided by the Security shall at anytime be inadequate in any respect whatsoever whether owing to its prevailing market value or otherwise, the Bank shall be entitled to take any one or more of the following actions without prejudice and in addition to all other rights powers and remedies of the Bank:

- (a) Review, reduce, restructure and/or cancel the Loan Facility or such part thereof as the Bank may in its absolute discretion think fit;
- (b) Withhold or disallow any disbursement or drawdown as the Bank may in its absolute discretion think fit;
- (c) Require the Mortgagor and/or the Borrower to repay to the Bank such amount of monies outstanding under the Loan Facility or to reduce its liabilities to the Bank by such extent as the Bank may in its absolute discretion think fit;
- (d) Realise and set-off the security against the Borrower's liabilities to the Bank;
- (e) Require or call upon the Mortgagor and/or the Borrower to furnish to the Bank such additional or collateral security for such amount as the Bank may in its absolute discretion think fit within such time as may be stipulated by the Bank; and/or

(f) Adopt such other measures as the Bank in its absolute sole discretion deems fit.

9.2 The Bank reserves the right to appoint a valuer to conduct a valuation of the Security periodically from time to time at the Bank's absolute discretion and such valuation shall be accepted by the Mortgagor and/or the Borrower and the Surety as final and conclusive. The costs and expenses incurred for the valuation shall be borne by the Mortgagor and/or the Borrower.

10. REDEMPTION/PREPAYMENTS

10.1 Unless otherwise stated or agreed by the Bank, Full Redemption may be made subject to the following conditions:

(a) Not less than 3 months' written notice of the intended repayment must be given to the Bank or payment of 3 months' interest in lieu of such notice;

(b) Where Full Redemption is made within the Prepayment Period, a Prepayment Fee shall be payable and calculated on such amounts as the Bank may in its absolute discretion determine from time to time;

(c) Where the intended date of Full Redemption is re-scheduled to such date which falls after:

(i) the date of expiry of the requisite notice; or

(ii) the proposed date of Full Redemption as set out in the requisite notice,

whichever is the later, whether by service of a fresh notice or otherwise, the Bank reserves the right to do one or more of the following:

(aa) to revise the rate(s) of interest payable on the Term Loan to any specific rate or a rate determined from time to time which shall be applicable whether or not the intended repayment is subsequently aborted;

(bb) to impose an administrative fee or such other fees as stated in the Bank's pricing guide; and/or

(cc) to require service of a fresh notice of intended repayment.

10.2 Unless otherwise stated or agreed by the Bank, Partial Prepayment may be made subject to the following conditions:

(a) Not less than 1 month's written notice of the intended repayment must be given to the Bank or payment of 1 month's interest in lieu of such notice;

(b) Where a Partial Prepayment is made within the Prepayment Period, a Prepayment Fee shall be payable and calculated on such amount as the Bank may determine from time to time;

(c) The amount prepaid shall not be less than S\$10,000.00 and any further amounts must be in multiples of S\$10,000.00;

(d) Unless otherwise provided, Partial Prepayment shall be applied, at the Borrower's option, either against the monthly instalments payable in inverse order of maturity or towards reduction of the monthly instalment amount payable in respect of the Term Loan. In the absence of any indication, the Bank shall apply the Partial Prepayment in such manner as it deems fit.

10.3 Notwithstanding any notice(s) that may have been served by the Mortgagor and/or the

Borrower to the Bank for any intended repayment of the Term Loan or any other part of the Loan Facility, the Mortgagor and/or the Borrower shall continue to service the monthly instalments of the Term Loan or make such other repayments as designated and/or approved by the Bank in respect of the Loan Facility until the Bank receives the full payment of the amount to be repaid and/or redeemed.

- 10.4 Unless otherwise stated or agreed by the Bank, the Loan Facility or such part thereof (other than an Overdraft) once repaid, partially or wholly, cannot be redrawn.
- 10.5 For the purpose of this clause, "**Full Redemption**" shall refer to the full repayment of all outstandings under the Term Loan. "**Partial Prepayment**" shall refer to repayment of any part of the outstandings under the Term Loan and which does not amount to a Full Redemption.

11. CANCELLATION OF LOAN FACILITY

- 11.1 Where provided in the Letter of Offer, a cancellation fee shall be payable on the amount of the Loan Facility cancelled or deemed cancelled by the Mortgagor and/or the Borrower after acceptance of the Letter of Offer.
- 11.2 The Loan Facility or any part thereof shall be cancelled or deemed cancelled by the Mortgagor and/or the Borrower if:
- (a) The Mortgagor and/or the Borrower by written notice to the Bank elects to cancel the Loan Facility or any part thereof;
 - (b) Where the availability period of the Loan Facility is stated in the Letter of Offer, any part or whole of the Loan Facility is not disbursed within the said availability period;
 - (c) Any part or whole of the Loan Facility is not disbursed upon the full repayment of the outstandings under the Loan Facility; or
 - (d) Where any part or whole of the Loan Facility is granted for the purchase of the Property, the same is not fully disbursed by the date of legal completion of the purchase of the Property,

whichever is the earlier.

- 11.3 The Bridging Loan and/or the Short Term Loan or any part thereof shall be cancelled or deemed cancelled by the Mortgagor and/or the Borrower immediately upon the completion of the sale of the Existing Property.
- 11.4 Where part of the Loan Facility granted for the purchase of the Property has been disbursed and the balance of the Loan Facility or any part thereof is subsequently cancelled, the Mortgagor and/or the Borrower and/or the Mortgagor shall forthwith pay the difference between the unpaid balance of the purchase price and the balance of the Loan Facility not cancelled to the Bank's solicitors to hold as stakeholders to be earmarked for the payment of the balance purchase price of the Property or any part thereof.
- 11.5 In the event that there is no drawdown of the Loan Facility within 4 months from the date of the Letter of Offer or such other period as may be stated in the Letter of Offer or agreed in writing by the Bank, the Bank reserves the right to cancel the Loan Facility.

12. REPRESENTATIONS AND WARRANTIES

- 12.1 The Mortgagor and/or the Borrower and the Surety for themselves and for each other warrant declare and represent that:
- (a) There is no litigation, arbitration or other proceedings or claims pending or threatened

against the Mortgagor and/or the Borrower, the Surety and/or their Related Corporations or any of their assets;

- (b) There are no bankruptcy or winding-up (whether voluntary or compulsory) petition/proceedings or order made against the Mortgagor and/or the Borrower, the Surety and/ or their Related Corporations;
- (c) The Mortgagor and/or the Borrower, the Surety and/or their Related Corporations are not in any event unable to pay their debts or are insolvent within the meaning of the Bankruptcy Act (Cap 20);
- (d) The Mortgagor and/or the Borrower, the Surety and/or their Related Corporations have not entered into any statutory or other arrangement (voluntary or otherwise) or composition for the benefit of creditors generally;
- (e) No statutory demands have been made against the Mortgagor and/or the Borrower, the Surety and/or their Related Corporations;
- (f) The Mortgagor and/or the Borrower, the Surety and their Related Corporations have the power and authority to own their assets and to carry on their businesses and all authorisations of any governmental or other competent authorities which are required to authorise the Mortgagor and/or the Borrower, the Surety and/or their Related Corporations for the same have been duly and unconditionally obtained and are in full force and effect;
- (g) All acts conditions and things required to be performed or observed by the Borrower and/or the Surety prior to the acceptance of the Letter of Offer and the execution of the Security Document to constitute them valid and enforceable obligations of the Borrower and/or the Surety in accordance with their respective terms have been performed and observed in due and strict compliance with all applicable laws and regulations;
- (h) Where the Borrower and/or the Surety is a corporation, all necessary forms required to be filed in the Registry of Companies and Businesses have been or will be duly filed within the period prescribed by the Companies Act (Cap 50) and rules and regulations made thereunder;
- (i) The Letter of Offer when accepted and the Security Document when executed will constitute the legal valid and binding obligations of the Mortgagor and/or the Borrower and the Surety (as the case may be) and be enforceable in accordance with its terms;
- (j) The Mortgagor and/or the Borrower shall not create or make further or subsequent charge/s or mortgage/s or otherwise howsoever charge or encumber the Security without the prior written consent of the Bank;
- (k) The Mortgagor and/or the Borrower shall duly pay and discharge all rents, taxes, assessments and government charges upon the Mortgagor and/or the Borrower or against the Mortgagor's and/or the Borrower's property prior to the date on which penalties are attached thereto;
- (l) The Borrower and/or the Surety have fully disclosed in writing to the Bank all facts and information relating to the Borrower and/or the Surety which the Borrower and/or the Surety know or should reasonably know and which are material for disclosure to the Bank in the context of this Agreement;
- (m) The Borrower and/or the Surety will, if so required, make any disclosure, announcement or report pursuant to any legislation, laws, rules and regulations or otherwise to the relevant authorities;
- (n) The Mortgagor and/or the Borrower shall at all times comply with the provisions of the

lease, agreement for lease or other agreements relating to the Mortgaged Property, the provisions of the HDB Act and any other terms, conditions, rules, regulations and policy requirements imposed by the HDB and/or other relevant authorities, and shall notify the Bank in writing immediately upon receipt from the HDB or any other relevant authorities of any notice calling attention to the breach, contravention, non-performance or non-observance of the same; and

- (o) Unless otherwise permitted in writing by the Bank, the HDB and/or other relevant authorities, the Mortgaged Property shall be owner-occupied.

12.2 The Borrower and the Surety hereby further warrant declare and represent as follows:

- (a) That the Borrower and the Surety are not involved in any activities that will attract investigation and/or prosecution under the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act (Cap 65A);
- (b) That the Security to be provided to the Bank or any part thereof is not a benefit derived from any drug trafficking or criminal conduct both as defined under the said Act; and
- (c) That there are no court orders and/or warrants under the said Act, whether actual pending or threatened, which would affect the Security or any of the Bank's interests therein, whether directly or indirectly, wholly or partially.

12.3 The Mortgagor and/or the Borrower shall from time to time on demand provide the Bank with evidence acceptable to the Bank that all warranties and representations made to the Bank by the Borrower and/or the Surety remain true and correct.

12.4 If any information, warranty, representation, statement or declaration made by the Borrower and/or the Surety whether in the application form for the Loan Facility, this Agreement, the Security Document or otherwise is in the Bank's opinion untrue or incorrect in any respect whatsoever, the Bank reserves the right to recall and/or cancel the Loan Facility forthwith.

12.5 The Mortgagor and/or the Borrower shall promptly furnish to the Bank copies of all documents and any information on the Mortgagor and/or the Borrower, the Surety their Related Corporations and/or the Security as and when required by the Bank.

12.6 The Borrower and/or the Surety agree that each of the abovementioned warranties declarations and representations shall be deemed to be repeated upon each drawing of the Loan Facility and shall continue to be true and correct in all respects with reference to the prevailing circumstances so long as the Loan Facility remains outstanding and unpaid. The Bank reserves the right to vary review restructure recall or cancel the Loan Facility if any information statement warranty declaration or representation made by the Borrower and/or the Surety is untrue or incorrect in any respect.

13. EVENTS OF DEFAULT

13.1 Without prejudice to Clause 8.2 hereof, upon the occurrence of any of the following events, the whole of the monies outstanding and unpaid together with all interest thereon and all other sums of money due and owing to the Bank (including contingent liabilities) shall immediately become due and payable upon written demand or notice, and the Mortgagor and/or the Borrower shall provide cash cover for all contingent liabilities and for all notes or bills accepted, endorsed or discounted and all bonds, guarantees, indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by the Bank for the Mortgagor and/or the Borrower's account. The Loan Facility shall automatically cease to be available to the Mortgagor and/or the Borrower and shall be deemed to have been cancelled.

Events of default shall include the following and shall be without prejudice to the events of

default mentioned in any other document of the Bank's:

13.1.1 Non-payment

If the Borrower and/or the Surety fail to pay any sum due or payable hereunder on the due date therefor or on demand.

13.1.2 Breach of Other Obligations

If the Borrower and/or the Surety fail to perform or commit or threaten to commit a breach of any of the provisions of this Agreement and/or the Security Document and/or fail to observe and perform any rule regulation and policy in respect of the Security.

13.1.3 Events Affecting Individuals

Where the Borrower and/or the Surety is an individual, if he (or where more than one, any one or more of them) shall:

- (a) Die become insane or suffer any disability during the continuance of the security created under the Security Document;
- (b) Assign his estate for the benefit of creditors;
- (c) Have a statutory demand served against him;
- (d) Leave Singapore permanently for any reason whatsoever;
- (e) Have a petition presented for an order of bankruptcy or sequestration of his estate; or
- (f) Have a bankruptcy order made against him or have a receiver or a trustee in bankruptcy appointed over his estate or property or any part thereof.

13.1.4 Cross Default

- (a) If any borrowing of the Mortgagor and/or the Borrower, the Surety and/or their Related Corporations becomes prematurely due and payable as a result of a default thereunder;
- (b) If any event of default (or event which with giving of notice, lapse of time, determination of materiality or other condition may constitute such an event of default) occurs under any contract or document relating to any such borrowing;
- (c) If any other borrowing or other indebtedness or any sum payable in respect thereof is not paid when due;
- (d) If any encumbrance over any assets of the Mortgagor and/or the Borrower, the Surety and/or their Related Corporations is or becomes enforceable;

In this clause "**borrowing**" means (1) monies borrowed or raised (including hire under financial leases) and interest thereon, (2) any liability under any bond, note, guarantee, indemnity or other security or under acceptance credit facilities, (3) any liability in respect of the acquisition cost of assets or services to the extent payable after the time of the acquisition or possession thereof, and (4) any guarantee or other assurance against financial loss in respect of such monies borrowed or raised, interest or liability.

13.1.5 Insolvency

If the Mortgagor and/or the Borrower, the Surety and/or any of their Related Corporations becomes insolvent or unable to pay its debts as and when it falls due, stops, suspends, or threatens to stop or suspend payment of all or a material part of its debts, begins negotiations or takes any steps with a view to readjustment, rescheduling or deferral of all its indebtedness (or part of its indebtedness which it shall or might otherwise be unable to pay when due) or proposes or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or a moratorium is agreed or declared in respect of or affecting all or material part of its indebtedness.

13.1.6 Judicial Management

If a receiver or manager is appointed over any of the Mortgagor's and/or the Borrower's, the Surety's and/or their Related Corporations' property or assets, or if the Mortgagor and/or the Borrower, the Surety and/or their Related Corporations shall be placed under judicial management under the provisions of the Companies Act (Cap 50) or a petition is presented or a resolution passed to wind-up the same whether voluntarily or compulsorily.

13.1.7 Enforcement Proceedings

If a distress or execution is levied or enforced upon or sued against any part of the properties or assets of the Mortgagor and/or the Borrower, the Surety or any of their Related Corporations.

13.1.8 Legal Proceedings

If any legal proceedings suits or action of any kind whatsoever (whether criminal or civil) shall be instituted against the Mortgagor and/or the Borrower, the Surety and/or their Related Corporations.

13.1.9 Illegality

If it is or shall become unlawful for the Borrower and/or the Surety to perform or comply with any one or more of their obligations under this Agreement and/or the Security Document.

13.1.10 Security Affected

If any step is taken by any person or agency with a view to the confiscation seizure compulsory acquisition expropriation or nationalisation of the Security or any part thereof, or any other asset or property of the Borrower and/or the Surety or, where applicable, to the forfeiture of the lease to the Property or termination or rescission of the agreement for lease or building agreement of the Property.

13.1.11 Breach of Sale and Purchase Agreement, Building Agreement, etc.

Where the Property is held under the provisions of a sale and purchase agreement, a building agreement, agreement for lease, lease or licence, the Mortgagor breaches the provisions of such sale and purchase agreement, building agreement, agreement for lease, lease or licence or does or fails to do any act, whereby the sale and purchase agreement, building agreement, agreement for lease, lease or licence (as applicable) may be or become unenforceable or liable to be surrendered, forfeited, cancelled or prejudiced in any manner whatsoever or it shall become unlawful for the Mortgagor to perform or comply with the provisions under the sale and purchase agreement, building agreement, agreement for lease, lease or licence.

13.1.12 Non-payment of Demand

If the Mortgagor and/or the Borrower does not pay or fails to pay on demand any monies owing or payable under or on or in respect of any facility granted by the Bank which is repayable on demand.

13.1.13 Dissolution

If any step or petition is taken by any person for the dissolution or winding-up of the Mortgagor and/or the Borrower, the Surety and/or any of their Related Corporations or a receiver is appointed over the assets and undertakings of the Mortgagor and/or the Borrower, the Surety and/or any of their Related Corporations.

13.1.14 Cessation of Business

If the Mortgagor and/or the Borrower, the Surety and/or any of their Related Corporations shall cease or threaten to cease to carry on business.

13.1.15 Legal Requisitions

In the case where the Bank has waived or deferred any or all the replies to the requisitions from the usual government departments if any of the said replies and/or the said plans is, if and when received by the Bank, found to be in the opinion of the Bank not satisfactory or not in order.

13.1.16 Further Encumbrance

If any encumbrance is created over or against the Security without the prior written consent of the Bank including without limitation any caveat charging order or charge.

13.1.17 Compulsory Acquisition

If a notice or proposal for compulsory acquisition of the Property or any part thereof shall be issued or made under or by virtue of any Act of Parliament gazettes or other statutory provisions.

13.1.18 Structural Defects

If the Property is found to be structurally unsafe or to contain or to be affected by defects, structural or otherwise, and/or an investigation in respect of the Property is being carried out by the competent authorities under the Building Control Act (Cap 29).

13.1.19 Damage to Property

If the Property is in the opinion of the Bank damaged beyond repair.

13.1.20 Transfer of Assets

If the Mortgagor and/or the Borrower and/or the Surety shall transfer or otherwise dispose of all or substantially all their assets to any person, firm or corporation.

13.1.21 Security in Jeopardy

If in the opinion of the Bank the security in the Security Document is in jeopardy and notice thereof has been given by the Bank to the Borrower and/or the Surety or if notice of revocation or termination of any guarantee or other security is received by the Bank.

13.1.22 Authorisation and Consents

If any action, condition or thing (including the obtaining of any necessary consent) at any time required to be taken, fulfilled or done is not taken, fulfilled or done or any such consent ceases to be in full force and effect or any condition in or relating to any such consent is not complied with.

13.1.23 Accounts

If the accounts of the Mortgagor and/or the Borrower and its Related Corporations delivered to the Bank are qualified in a manner or to an extent unacceptable to the Bank.

13.1.24 Declared Company

If the Borrower and/or the Surety is declared by the Minister to be a declared company under the provisions of Part IX of the Companies Act (Cap 50) or similar action is taken against it under corresponding legislation of any other jurisdiction applicable.

13.1.25 Material Adverse Change

If there shall occur a material adverse change in the business, assets or financial position of the Borrower and/or the Surety or if any situation shall have arisen which in the opinion of the Bank shall make it improbable that the Borrower and/or the Surety will be able to perform their obligations under this Agreement and/or the Security Document.

13.1.26 Taxes

If the Borrower and/or the Surety shall default in the payment of any of the Taxes.

13.1.27 Representations

If any confirmation warranty undertaking representation statement or declaration made or acknowledged or deemed to have been made or acknowledged by the Borrower and/or the Surety to the Bank at any time is found to be incorrect or false in any respect or ceases to be correct or true in any respect or if the Borrower and/or the Surety breaches or does not fully comply with the same at any time.

13.1.28 Constitution

If the Borrower and/or the Surety, being a firm or a corporation, changes its constitution or, being a corporation, changes its shareholding, capital structure and/or Memorandum and Articles of Association without obtaining the Bank's prior written consent.

13.1.29 Unenforceability

If any provision of this Agreement and/or the Security Document shall become void voidable or unenforceable in whole or in part for any reason whatsoever.

13.1.30 Default under Security Document

If any event of default occurs under the Security Document.

13.1.31 Executive Condominium

Where the Property is an executive condominium, there is an infringement, breach or non-compliance with any provisions of the EC Act or the regulations made thereunder or any rules, regulations and policy requirements imposed by the relevant authorities, or if in the opinion of the Bank there is such infringement, breach or non-compliance with any

provisions of the EC Act or any regulation made thereunder or any rules, regulations and policy requirements imposed by the relevant authorities.

13.1.32 Breach of HDB Act

If in the opinion of the Bank, there is any infringement, breach, or non-compliance with any provisions of the HDB Act or any terms, conditions, rules, regulations and policy requirements imposed by the HDB and/or other relevant authorities.

- 13.2 Notwithstanding the provisions of this Agreement and without prejudice to the Bank's other rights and remedies the Bank may at any time give to the Mortgagor and/or the Borrower 1 month's notice in writing demanding repayment of the Loan Facility together with interest and all other monies owing hereunder and upon the expiry of such notice the Mortgagor and/or the Borrower shall forthwith pay to the Bank the Loan Facility and interest accrued up to the date of expiry of the said notice together with all other monies owing or liabilities accruing to the Bank.
- 13.3 Upon the occurrence of any event of default, the Bank shall forthwith be entitled to exercise forthwith all or any of its rights, powers or remedies under this Agreement and the Security Document and shall have the overriding right (without any obligation) to cover and/or reverse any or all transactions outstanding under the Loan Facility.

14. **DEBITING OF ACCOUNT(S)**

- 14.1 The Bank shall have the right (but not the obligation) at any time and without prejudice to the Bank's other rights and remedies nor any prior notice to the Mortgagor and/or the Borrower to debit the Mortgagor's and/or the Borrower's current account or other account(s) with the Bank including the Overdraft account with any outstanding payments, interest, commission, charges, fees, expenses, costs, taxes, premia and all monies payable under and arising from the Loan Facility this Agreement and/ or the Security Document as well as all amounts and sums of monies which are otherwise payable by the Mortgagor and/or the Borrower; Provided Always that no such debiting shall be deemed to be a payment of the amount due (except to the extent of any amount in credit in the Mortgagor's and/or the Borrower's current account or other account(s) with the Bank) or a waiver of any event of default under any agreement relating to the Loan Facility. If such debiting causes the Mortgagor's and/or the Borrower's account(s) to be overdrawn, default interest at the Bank's prevailing rate(s) shall be payable by the Mortgagor and/or the Borrower accordingly and shall be repayable forthwith.
- 14.2 In the event that the Mortgagor's and/or the Borrower's said account(s) has insufficient funds on the due date to fully discharge any amount due, it shall be the Mortgagor's and/or the Borrower's responsibility to notify the Bank in writing if the Mortgagor's and/or the Borrower's funds are credited into the said account(s) after the due date and to request the Bank to make the appropriate debit to the account(s). The Bank is entitled but not obliged to monitor the level of funds in the said account(s) or to debit the same for the amount due to the Bank.

15. **EXECUTIVE CONDOMINIUM**

- 15.1 Where the Property is an Executive Condominium, the offer of the Loan Facility is also subject to the Borrower and/ or the Mortgagor obtaining the written consent of the developer, the HDB and/or other relevant authorities to:
- (a) The Borrower's and/or the Mortgagor's purchase of the Property; and
 - (b) The creation of a legal mortgage in favour of the Bank with the same priority in respect of the distribution of sale proceeds as is permitted in the Executive Condominium Housing Scheme (Compensation and Order of Priority) Regulations and subject to such terms and conditions as are acceptable to the Bank.

16. HDB

16.1 Where the Property is a HDB property, the offer of the Loan Facility is subject to the Mortgagor and/or the Borrower obtaining the written consent of the HDB and/or other relevant authorities to:

- (a) The Borrower's and/or the Mortgagor's purchase of the Property; and
- (b) The creation of a legal mortgage in favour of the Bank subject to such terms and conditions as are acceptable to the Bank.

17. CPF USAGE

Where CPF savings are used in respect of the Property:

17.1 The Loan Facility is granted subject to the CPF Board's approval of withdrawal of such sums as the Bank shall permit and set out in the Letter of Offer.

17.2 The Borrower and the Mortgagor shall comply with the terms and conditions of the CPF Board's charge/ mortgage. A default under the CPF Board's charge/ mortgage shall be construed as a default under the Mortgage.

17.3 The Borrower and/or the Mortgagor undertake that:

- (a) Upon the Mortgagor becoming entitled under the provisions of the Central Provident Fund Act (Cap 36) to withdraw his CPF monies; or
- (b) Upon the full repayment of all outstandings under the Term Loan granted for payment of the purchase price of the Property,

whichever is the later, the Borrower and/or the Mortgagor shall at their own expense arrange for the CPF Board to discharge its statutory charge against the Property.

18. CONSOLIDATION AND SET-OFF OF ACCOUNTS

18.1 In addition to any lien, right of set-off or other right which the Bank may have, the Bank shall be entitled at any time and without notice to the Mortgagor and/or the Borrower to combine or consolidate all or any of the accounts of the Borrower, whether alone or jointly with any other person or under whatever name or form wheresoever situated and to set-off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of any monies, obligations and liabilities of the Borrower, whether alone or jointly with any person whether in Singapore or elsewhere and whether such liabilities be present, future, actual, contingent, primary, collateral, several or joint, notwithstanding that such monies, obligations and liabilities may not be expressed in the same currency. If any of the accounts in credit are expressed in quantities of gold, silver or other precious metal or are in a currency other than the currency of the liabilities, the Bank may convert them to cash in the currency of the liabilities at the Bank's own rate for their purchase or exchange then prevailing (as conclusively determined by the Bank) on the date of set-off or transfer.

19. RIGHT OF PROOF IN BANKRUPTCY / SUSPENSE ACCOUNT / PAYMENT IN GROSS

19.1 Until and unless the whole of the monies and liabilities owing to the Bank with interest shall have been fully and completely paid and discharged,

- (a) The Borrower shall not be entitled as against the Bank to any right of proof in the bankruptcy of any person liable to the Bank or any other right hereunder, under the Letter of Offer and the Security.

- (b) Any monies received may be placed in a suspense account for so long as the Bank thinks fit without any obligation to apply the same or any part thereof towards discharge of such monies or liabilities and in the event of any proceedings in or analogous to bankruptcy, composition or arrangement, the Bank may prove for and agree to accept any composition in respect of the whole or any part of such monies and liabilities; and
- (c) Any monies or liabilities received from any person or estate capable of being applied towards discharge of such moneys or liabilities shall be regarded for all purposes as payments in gross and if a bankruptcy order shall be made against any person liable to the Bank, no monies received by the Bank under the Bank's proof in such bankruptcy shall be considered as received hereunder, under the Letter of Offer or the Security but the full amount owing shall be payable until the Bank has received from all sources one hundred (100) cents in the dollar.

20. UNFAIR PREFERENCE

- 20.1 No disposition, assurance, security or payment which may be avoided under the provisions of the Bankruptcy Act relating to unfair preference, transaction at an undervalue or otherwise, or any statutory modification or re-enactment thereof from time to time and no release or settlement which may have been given or made on the faith of any such disposition, assurance, security or payment shall prejudice the Bank's right to recover from the Borrower to the full extent of the monies and/or liabilities hereunder, under the Letter of Offer or the Security. Such disposition, assurance, security, payment, release, settlement (as the case may be) shall be regarded as never having been granted or made.

21. LIABILITY TO THE BANK

- 21.1 The Mortgagor and/or Borrower shall be liable to the Bank and the Mortgaged Property shall be security, not only for all monies debited to any of the accounts which the Borrower either alone or jointly with any other person may have with the Bank at the time when demand shall be made for payment but also for all monies outstanding and not immediately payable for which the Borrower either alone or jointly with any other person is or are absolutely or contingently liable to the Bank in any manner howsoever.

22. NO DEDUCTIONS AND WITHHOLDINGS

- 22.1 All sums payable by the Borrower to the Bank shall be paid free of any restriction or condition, without set-off, defences or counterclaim and free and clear of any deduction or withholding (save as required by law) on account of any tax, levy or any other charge or duties whatsoever. The Borrower shall deliver to the Bank on demand a certificate of deduction or other evidence satisfactory to the Bank that any amount withheld or deducted has been paid to the proper authority.

23. SECURITY MARGIN

- 23.1 If the market value of the Mortgaged Property comprised in any Security falls below what the Bank in its absolute discretion considers to be an adequate security margin, the Bank shall be entitled, without prejudice to any other rights that the Bank may have to:
 - (a) Vary, review, revise, restructure or cancel the Loan Facility or any part thereof or any term or condition governing the same;
 - (b) Reduce the facility limit;
 - (c) Withhold activation or further disbursement;

- (d) Require repayment of such amount as the Bank may specify including prepayment of the Loan Facility or any part thereof, provided that no prepayment fee shall be charged on such prepayment subject to the indemnity;
 - (e) Require additional security to be furnished (in form and substance satisfactory to the Bank); or
 - (f) Adopt such other measures as the Bank in its sole discretion deems fit.
- 23.2 The Bank reserves the right to appoint an independent valuer to conduct a valuation of the Mortgaged Property periodically. The costs and expenses incurred for the valuation shall on demand be repaid by the Borrower to the Bank together with interest thereon at such rate as the Bank may in its absolute discretion deem fit from the date of payment thereof to the date of repayment and until repayment bear interest at the default rate or such other rate as the Bank may specify from time to time.

24. APPLICATION OF MONIES

- 24.1 If any sum paid or recovered in respect of the Borrower's liabilities hereunder, under the Letter of Offer or the Security Documents is less than the amount then owing, the Bank may apply that sum to interest, fees, principal or any amount due in such proportion and order, and generally in such manner as the Bank in its absolute discretion thinks fit, including crediting the same or part thereof to a suspense account.

25. PROPERTY USAGE

- 25.1 Where the Mortgaged Property is for owner-occupation as indicated in the Letter of Offer for the full term of the Loan Facility, the Mortgagor and/or the Borrower shall seek the Bank's prior written consent if the Mortgagor intends to rent out, sublet, licence or part with possession of the Mortgaged Property or any part thereof, failing which the Bank shall have the right in its sole discretion to recall, cancel and/or vary the terms of the Loan without notice to the Mortgagor and/or the Borrower. The Mortgagor and/or Borrower shall furnish the Bank with a copy of the proposed tenancy agreement for the Bank's consideration. Where the Mortgaged Property is for investment as indicated in the Letter of Offer, the Mortgagor and/or Borrower shall inform the Bank in writing if the Mortgagor intends to owner-occupy the Mortgaged Property.

26. INDEMNITY

- 26.1 The Bank shall not be responsible nor liable for, and the Borrower and the Surety shall indemnify and at all times keep the Bank fully and completely indemnified against any loss, costs, charges, liabilities, claims, demands, actions, proceedings or expenses which the Bank, its officers, employees and/or agents may sustain or incur in connection with the Loan Facility, this Agreement and the Security Document, including costs and charges arising from enforcing its rights against any security given by the Borrower and/or the Surety.

27. WAIVER

- 27.1 The Bank may waive any breach by the Borrower and/ or the Surety of the terms of this Agreement and/or the Security Document. No such waiver of any such breach shall prejudice the rights of the Bank in respect of any other or subsequent breach of the terms of this Agreement and/or the Security Document.
- 27.2 Any waiver or consent by the Bank may be subject to such conditions as the Bank deems fit and shall only be effective if given in writing.

28. DISCLOSURE

- 28.1 The Mortgagor and/or the Borrower irrevocably and unconditionally consents for the Bank and any officer (as defined in the Banking Act (Cap. 19) (the "**Banking Act**")) of the Bank to disclose any customer information (as defined in the Banking Act) relating to the Mortgagor and/or the Borrower or any information whatsoever relating to the Mortgagor and/or the Borrower as the Bank shall consider appropriate to any person to whom disclosure is permitted or required by any statutory provision or law or to any other person wherever situate for any purpose whatsoever and it is hereby agreed that the Bank and any officer of the Bank may disclose the foregoing information to the fullest extent permitted by the Banking Act or any other statutory provision or law. Without prejudice to the foregoing, the Mortgagor and/or the Borrower consents to such disclosure to any credit bureau or any other organisation or corporation set up for the purpose of collecting and providing information relating to the credit standing of persons, and to the disclosure by such credit bureau or other organisation or corporation to any member thereof, for the purposes of assessing the Mortgagor's and/or the Borrower's credit worthiness or for any other purpose whatsoever.
- 28.2 The rights conferred on the Bank herein shall be in addition to and shall not be in anyway prejudiced or affected by any other agreement, expressed or implied, between the Borrower and/or the Mortgagor and the Bank in relation to any information referred to herein nor shall any such other agreement be in anyway prejudiced or affected by any provision herein. This consent and provision shall survive the termination of any or all of the Borrower's and/or the Mortgagor's accounts or facilities with the Bank, and/or the termination of any relationship between the Borrower and/or the Mortgagor and the Bank, for any reason whatsoever.

29. INSURANCE

- 29.1 The Mortgagor and/or Borrower shall effect the following insurances:
- (a) The Mortgagor and/or the Borrower shall insure the Property with such insurance companies, for such amounts and against such risks as the Bank may require from time to time. The insurance policy shall be endorsed in the Bank's favour.
 - (b) The fire insurance policy shall be effected prior to disbursement of the Loan Facility or any part thereof unless the Mortgaged Property is still under construction at that time, in which case, the fire insurance policy may be effected upon the issuance of the Temporary Occupation Permit for the Mortgaged Property.
- 29.2 The Borrower and/or the Surety shall keep the Bank informed of any renovation / refurbishment / rebuilding works to be done to the Mortgaged Property (the "**Works**"). If the Works are proceeded with, the Mortgagor and/or the Borrower shall take up and maintain a Contractors' All Risks Policy for the Works ("**CAR Policy**") with such insurance companies and for such amounts as the Bank may require from time to tome. The CAR Policy shall be endorsed in the Bank's favour. If the Bank does not receive satisfactory evidence that the Mortgagor and/or the Borrower has obtained the CAR Policy by the date of commencement of the Works, the Bank shall be entitled (but not obliged) to arrange for insurance coverage at the Mortgagor's and/or the Borrower's expense and to debit the account of the Borrower for the same.
- 29.3 If the Bank does not receive satisfactory evidence that the Mortgagor and/or Borrower has obtained the necessary insurances on the Mortgaged Property by the aforesaid dates, the Bank shall be entitled (but not obliged) to arrange for insurance coverage at the Mortgagor's and/or the Borrower's expense and debit any of the Borrower's account(s) for the same, without further reference to the Borrower.
- 29.4 The Bank shall be entitled to debit at any time without prior notice, any of the Borrower's account(s) with the Bank for payment of any outstanding fire insurance premium.

30. EXPENSES, TAXES AND OTHER FEES

- 30.1 The Borrower and/or the Surety shall pay on demand (unless otherwise stated) and indemnify the Bank against:
- (a) All charges or fees in respect of the Loan Facility of such amounts as stated in the Bank's pricing guide as well as all insurance premia legal fees stamp duties valuation costs payable in connection with the grant of the Loan Facility or otherwise pursuant to this Agreement and/or the Security Document;
 - (b) All legal fees on a full indemnity basis and other reasonable costs disbursements and out of pocket expenses incurred by the Bank in the administration and enforcement of the provisions contained in this Agreement and/or the Security Document; and
 - (c) Without prejudice to Clauses 21.1(a) and 21.1(b) above, all abortive legal costs and expenses incurred by the Bank whether due to the Bank's decision to cancel the Loan Facility, the Borrower's and/ or the Surety's failure or refusal to proceed with the Loan Facility and/or the Security or otherwise.
- 30.2 The Borrower and/or the Surety shall in addition promptly pay the Taxes and shall comply with all government and statutory requirements relating thereto.
- 30.3 Without prejudice to Clause 14, the Bank shall be entitled but shall not be obliged to pay the sums mentioned in Clause 21 herein on behalf of the Borrower and/or the Surety in which event the Borrower and/or the Surety shall forthwith reimburse the Bank all such sums paid together with interest thereon at the rate per annum of 4.75% over the Bank's prevailing prime lending rate or such other rate as the Bank may determine from time to time, calculated from the date of payment by the Bank up to the date of full repayment by the Borrower and/or the Surety, such interest to be payable as well after as before judgment and accumulating by way of compound interest.
- 30.4 The Bank may at any time at its absolute discretion and upon written notice to the Mortgagor and/or the Borrower, change the prevailing rate and/or amount of any charges or fees payable by the Mortgagor and/or the Borrower as stated in the Bank's pricing guide. Such change(s) shall take effect from the date stated in the notice, which in most instances shall be no less than 30 days from the date of the notice.

31. STATEMENT BINDING

- 31.1 A statement or certificate duly signed by an authorised officer of the Bank stating the amount of the monies for the time being due, owing or payable to the Bank under this Agreement and/or the Security Document, or any part thereof shall in the absence of manifest error be conclusive evidence as to its contents without the Bank being required to produce any books of account or other records or any copies of any of them.

32. CERTIFICATES

- 32.1 The Bank may give the Mortgagor and/or the Borrower a certificate about a matter or about an amount payable in connection with the Loan Facility. The certificate shall be conclusive evidence of the matter or amount, unless it is proved to be incorrect.

33. PROMPT PERFORMANCE

- 33.1 If the Letter of Offer specifies when the Mortgagor and/or the Borrower must perform an obligation, the Mortgagor and/or the Borrower must perform within the time specified. The Mortgagor and/or the Borrower shall further perform all other obligations promptly.

34. THE BANK'S EXERCISE OF RIGHTS

- 34.1 The Bank may exercise a right or remedy or give or refuse to consent in any way it considers appropriate, including by imposing conditions.
- 34.2 Notwithstanding any provision in the Letter of Offer, the Bank may at any time cancel the Loan Facility without giving reason therefore and without liability whatsoever.
- 34.3 The Bank is not liable for loss caused by any delay in documentation or funding, where it is acting in accordance with any communication from the Mortgagor and/or the Borrower, the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy.
- 34.4 Notwithstanding any provision in the the Letter of Offer, the Bank is not required to do anything in connection with the Loan Facility (including funding a drawdown) if it is impossible to act due to any cause beyond the Bank's control (including war, riot, natural disaster, labour dispute, or law taking effect after the date of the Letter of Offer). The Bank is not responsible for any loss or expense suffered or incurred by the Borrower or Mortgagor as a result of the Bank not so acting for so long as an impossibility continues.
- 34.5 The Bank's rights and remedies under this Loan Facility:
- (a) are in addition to other rights and remedies given by law independently of this Loan Facility and any rights it may have under any other agreement; and
 - (b) may be exercised even if it involves a conflict of duty or the Bank has a personal interest in its exercise.
- 34.6 The Bank's rights and remedies under this Loan Facility may be exercised by any of its directors, authorised employee, or any other person (including any agent or contractor) the Bank authorises.

35. NOTICES

- 35.1 Any notice or certificate to be given to, or demand to be made on the Borrower and/or the Surety (notwithstanding the death, insanity, bankruptcy, liquidation {whether voluntary or compulsory} or dissolution of the Borrower and/or the Surety) shall be deemed to have been duly given or made if it is in writing, and delivered personally or sent by telex, facsimile, telegram or pre-paid post to the registered office of the Borrower and/or the Surety, the address as stated in the Letter of Offer, the address of any property of the Borrower and/or the Surety mortgaged to the Bank, or the Borrower's and/ or the Surety's last known place of business or abode in Singapore or the Borrower's and/or the Surety's then published telex or facsimile number, or the last such number advised to the Bank by the Borrower and/or the Surety in writing.
- 35.2 A communication sent by post shall be deemed to have been received by the Borrower and/or the Surety on the second day after posting notwithstanding that it may be returned by the post office undelivered and a communication sent by telex, facsimile or telegram shall be deemed to have been received by the Borrower and/or the Surety at the time of despatch.
- 35.3 A statement signed by an authorised officer of the Bank stating the date upon which any demand or notice was posted shall in the absence of manifest error be prima facie evidence of the date upon which that demand or notice was posted.
- 35.4 Notices, certificates and other correspondence required to be given to the Bank shall be sent to the Bank's address specified in the Letter of Offer (or to such other address as may from time to time be given by the Bank for the purpose). Any such notice shall be deemed to have been given or received at the time of acknowledgement of receipt by a duly authorised officer of the Bank.
- 35.5 Any change in the postal, email addresses, contact particulars or place of business of the

Borrower and/or Surety must be promptly notified to the Bank in writing or in any other manner as agreed by the Bank.

36. SERVICE OF PROCESS

36.1 Personal service of any writ of summons or other originating process or sealed copy thereof pleadings or other documents may be effected on the Borrower and/or the Surety by leaving the same at the address stated in the Letter of Offer or at the place of business or abode or the address in Singapore of the Borrower and/or the Surety last known (and in this connection the Bank shall be entitled to rely on the records kept by it or that of any registry or government or statutory authority) and if the last known address of the Borrower and/or the Surety shall be a postal box number or other hold mail address then personal service may be effected by posting the same to such address or addresses and the Borrower and/or the Surety irrevocably confirm that service of such writs of summons originating process pleadings or documents in the manner aforesaid shall be deemed good sufficient personal service on the Borrower and/or the Surety.

37. AMENDMENTS AND SEVERABILITY

37.1 The Bank may at any time at its absolute discretion and upon written notice to the Mortgagor and/or the Borrower, change any one or more of these Terms and Conditions governing Mortgage Loans. Such change(s) shall take effect from the date stated in the notice, which in most instances shall be no less than 30 days from the date of the notice.

37.2 The Bank may notify the Mortgagor and/or the Borrower of any change(s) to these Terms and Conditions governing Mortgage Loans by:

- (a) Publishing such change(s) in the annual statement(s) of account to be sent to the Mortgagor and/or the Borrower;
- (b) Displaying such change(s) on-line at the Bank's branches or automatic teller machines;
- (c) Posting such change(s) on the Bank's website;
- (d) Electronic mail or letter;
- (e) Publishing such change(s) in any newspapers; or
- (f) Such other means of communication as the Bank may determine in its absolute discretion.

37.3 If the Mortgagor and/or the Borrower does not accept the change(s) referred to in Clause 28.1 above, the Mortgagor and/or the Borrower shall forthwith repay to the Bank all monies owing under this Agreement. Where the Mortgagor and/or the Borrower continues to use the Loan Facility or if the Loan Facility remains outstanding after such notification, the Borrower and the Surety shall be deemed to have agreed with and accepted such change(s).

37.4 If any one or more of the provisions contained in this Agreement shall be deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

38. SUCCESSORS AND ASSIGNS

38.1 The Borrower and/or the Surety shall have no right to assign or transfer any of their rights hereunder.

- 38.2 Without prejudice to Clause 29.1 above, this Agreement and/or the Security Document shall be valid and binding on the successors of the Borrower and/or the Surety and notwithstanding any change in the constitution of the Borrower and/or the Surety by re-organisation amalgamation consolidation reconstruction or otherwise if a company, or if a firm, by retirement expulsion death admission accession or change of any partner(s) or otherwise.
- 38.3 The Bank may assign all or part of its rights or transfer all or part of its obligations under this Agreement and/ or the Security Document without the consent of the Borrower and/or the Surety.

39. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001

- 39.1 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

40. GOVERNING LAW AND JURISDICTION

- 40.1 This Agreement and/or the Security Document and all matters relating to the Loan Facility shall be governed by and construed in accordance with the laws of Singapore.
- 40.2 All parties to this Agreement and/or the Security Document and in particular, the Borrower and/or the Surety hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore in all matters connected with this Agreement and/or the Security Document Provided Always that submission to the jurisdiction of the courts of Singapore shall not preclude the Bank from commencing proceedings in the courts of any other country.