

Annex A

STANDARD SECURITIES POLICIES

1. General

- 1.1 By agreeing to act as the solicitors for United Overseas Bank Limited (the “**Bank**”) in the matter (the “**Loan/Discharge/Redemption Matter**”) more particularly described in the Bank’s Letter of Instructions to you, you shall be deemed to have read, accepted and shall have strictly complied with and adhered to and shall at all times strictly comply and adhere with all the terms of the Bank’s standard mortgage policies stated herein and in the **Annex B - Instructions on Legal Requisitions and Searches**.

Please acknowledge receipt of your acceptance to be appointed to act for the Bank in relation to the Loan/Discharge/Redemption Matter by signing and returning to the Bank the said Bank’s Letter of Instructions within seven (7) working days from date of your receipt of the same.

- 1.2 It is your duty to ensure that you are not or would not be placed in a position of conflict if you act for both the Bank and any Relevant Party. If you are faced with a situation:-

- (a) where you would be acting for both the Bank and the Relevant Party in the same Loan/Discharge/Redemption Matter; or
- (b) which could or would potentially render you to be in a position of conflict,

you are to notify the Bank immediately and seek the Bank’s written approval on the same before proceeding to act further in the Loan/Discharge/Redemption Matter. The Bank may allow you to continue to act for the Bank on the Loan/Discharge/Redemption Matter on the understanding that you will immediately discharge yourself if a conflict of interest materializes and that you would ensure that the Bank’s interest would not be materially or adversely affected thereby. Alternatively, the Bank may in its sole discretion discharge you from acting for the Bank and appoint another firm of solicitors to act for the Bank in the Loan/Discharge/Redemption Matter.

- 1.3 For the purposes hereunder, the term:-

- (a) “**Borrower(s)**” shall mean any or all the party(ies) to whom the Bank has granted or agreed to grant or continue to grant the Facilities to and shall include its legal or personal representatives and successors (where the Borrower(s) are individuals) or successors in title (where the Borrower(s) is a non-individual);
- (b) “**Facilities**” shall mean the loan or banking or credit facilities granted or agreed to be granted or continued to be granted by the Bank to the Borrower(s) from time to time and which said Facilities are more particularly described in the Facility Letter(s) enclosed together with Bank’s Letter of Instructions;
- (c) “**Guarantor(s)**” shall mean all the party(ies) providing or has agreed to provide a guarantee in relation to the Facilities in favour of the Bank and shall include its legal or personal representatives and successors (where the Guarantor(s) are individuals) or successors in title (where the Guarantor(s) is a non-individual);
- (d) “**Mortgagor(s)**” means all the party(ies) who has created or has agreed to create mortgage(s) / charge(s) over the Mortgaged Property(s) (as defined under Paragraph 2.1 below) in favour of the Bank and shall include its legal or personal representatives and successors (where the Mortgagor(s) are individuals) or successors in title (where the Mortgagor(s) is a non-individual);
- (e) “**Relevant Parties**” means all of the Borrower(s); the Mortgagor(s); the security providers providing Securities; if the Facilities are to be granted for the purpose of financing the purchase of the Mortgaged Property(s), the vendor and the developer of

the Mortgaged Property(s); and any of the Guarantor(s), and shall include its legal or personal representatives and successors (where any of the Relevant Parties is an individual) or successors in title (where any of the Relevant Parties is a non-individual) and the term “**Relevant Party**” shall mean any one of them;

- (f) “**Securities**” means and includes all or any security or collateral provided by the Relevant Parties to the Bank as security for the Facilities, including, but not limited to the Mortgage and any and every other document from time to time executed to guarantee, secure or otherwise assure the performance of the Relevant Parties under or in connection with the Facilities or any one or more them as the context so requires including but not limited to those securities described under Paragraph 18.1 below;
- (g) “**working days**” means any day (other than Saturday, Sunday and gazetted public holidays in Singapore) on which the Bank is open for business.

2. Caveat

- 2.1 Where any part of the Facilities is to be disbursed or implemented prior to the final registration of the mortgage(s) / charge(s) over the property(s) to be mortgaged by the Mortgagor(s) in favour of the Bank (“**the Mortgaged Property(s)**”), you shall immediately lodge a caveat against the Mortgaged Property(s) pursuant to the Facility Letter(s) immediately upon your receipt of the Bank’s Letter of Instructions.
- 2.2 Where the separate title to the Mortgaged Property(s) has not been issued prior to disbursement of the Facilities or any part thereof, you shall lodge another caveat against the Mortgaged Property(s) pursuant to the Deed of Assignment prior to disbursement of the loan or part thereof or prior to the implementation of the banking facilities or any part thereof. A copy of the Successful Notification of Registration of Instrument (“**SNRI**”) relating to this said caveat together with a copy of this said caveat is to be enclosed with the completed **Form 2ROT - Report on Title (“Form 2ROT”)**.
- 2.3 You shall ensure that each of the caveats lodged in favour of the Bank in relation to the Loan/Discharge/Redemption Matter is renewed prior to its expiry if the Mortgage-in-Escrow or, where applicable, the Mortgage has not been registered with the Singapore Land Authority (“**SLA**”).

3. Bridging Loan

- 3.1 You shall ensure that all of the following items have been attended to prior to you advising the Bank on any disbursement of the Bridging Loan or any part thereof granted by the Bank to the Borrower(s):
 - (a) the Facility Letter(s) issued by the Bank to the Borrower(s) has been accepted by the Borrower(s);
 - (b)
 - (i) a caveat pursuant to the Facility Letter(s) has been lodged against the Mortgaged Property(s) on behalf of the Bank; and
 - (ii) a caveat pursuant to the Facility Letter(s) has been lodged against the existing property to be sold by the Mortgagor(s) to the relevant third party(ies);
 - (c) if applicable:-
 - (i) all the security document(s) described in the Facility Letter(s); and
 - (ii) all such other security document(s) which you are of the view are to be executed for the purpose of securing the Bank’s interests under the Loan/Discharge/Redemption Matter,

have all been executed by all the Relevant Parties or his/her/its attorney;

- (d) all preconditions / conditions precedent to disbursements, imposed by the Bank under the Facility Letter(s) have been fulfilled, for example the sale of the Relevant Party's existing property.
- (e) in respect of HDB property:-
 - (i) the 1st letter of Appointment issued by Housing & Development Board ("**HDB**"); and
 - (ii) the submission to HDB of an authorization letter by the Borrower(s) to direct HDB to refund the loan to the Bank in the event that the purchase of the Mortgaged Property(s) is aborted.

3.2 Where a Bridging Loan is granted by the Bank, you are to obtain repayment thereof for the Bank in a timely manner, from the sale of the existing property whether by way of cash or CPF funds. In the case of the latter, please ensure that you make the requisite application to the Central Provident Fund Board (the "**CPF Board**") on time for the withdrawal of the relevant CPF funds.

4. **Searches & Legal Requisitions**

4.1 Unless otherwise instructed by the Bank, you shall promptly conduct and make:-

- (a) all the searches; and
- (b) the legal requisitions,

listed in ***Annex B - Instructions on Legal Requisitions and Searches*** .

4.2 Please immediately report to and inform the Bank in writing:-

- (a) if you are of the view that:-
 - (i) any of the searches or legal requisitions, listed in the ***Annex B - Instructions on Legal Requisitions and Searches*** is not required to be conducted or made;
 - (ii) additional searches or legal requisitions other than those listed in ***Annex B - Instructions on Legal Requisitions and Searches*** are required or advisable to be conducted or made; or
 - (iii) there is any fact or information (including, but not limited to, any knowledge of any trust) which:-
 - (1) is inconsistent;
 - (2) is not satisfactory;
 - (3) is or may be unfavourable to the Bank; or
 - (4) reveals that waiver(s), approval(s) or consent(s) from other parties are required to be obtained for:-
 - (A) the Borrower(s) to accept the Facilities; and
 - (B) the Relevant Parties to provide security for the Facilities;
 - (5) will or may adversely affect the Bank's security:-
 - (A) over the Mortgaged Property(s); or

- (B) created or to be created pursuant to the other security or discharge or redemption document(s) executed or to be executed in relation to the relevant Loan/Discharge/Redemption Matter.

Please provide details including your advice on the same immediately so as to protect the Bank's interest and to allow the Bank to make a decision on the same before you proceed to act further in the Loan/Discharge/Redemption Matter.

- (b) if the results of any searches referred to under Paragraph 4.1 and Paragraph 4.2(a) above or the replies received pursuant to any of the legal requisitions referred to under Paragraph 4.1 and Paragraph 4.2(a) above:-
 - (i) are inconsistent with any information which you may have relating to the Loan/Discharge/Redemption Matter (including, but not limited to the Relevant Parties or to the Mortgaged Property(s));
 - (ii) are not satisfactory;
 - (iii) discloses anything adverse;
 - (iv) is unfavourable;
 - (v) reveals that waiver(s), consent(s) or approval(s) from other parties are required to be obtained for:-
 - (1) the Borrower(s) to accept the Facilities; and
 - (2) the Relevant Parties to provide security for the Facilities;
 - (vi) will or may adversely affect the Bank's security:-
 - (1) over the Mortgaged Property(s); or
 - (2) created or to be created pursuant to the other security or discharge or redemption document(s) executed or to be executed in relation to the Loan/Discharge/Redemption Matter.

Please provide details including your advice on the same immediately so as to protect the Bank's interest and to allow the Bank to make a decision on the same before you proceed to act further in the Loan/Discharge/Redemption Matter.

- (c) if the Mortgaged Property(s) is encumbered (and such encumbrances would not be removed prior to the registration of the mortgage(s) / charge(s) over the Mortgaged Property(s) or the disbursement or implementation of the Facilities whichever is the earlier) or there are any restrictive covenants affecting the Mortgaged Property, please provide details of the same including your advice on the same immediately so as to protect the Bank's interest and to allow the Bank to make a decision on the same before you proceed to act further in the Loan/Discharge/Redemption Matter.

5. Execution of Documents by the Bank

- 5.1 You are to advise the Bank on what are the types of legal documentation and other documentation (whether security document(s), discharge document(s), redemption document(s) or otherwise) required:-
 - (a) in connection with the Loan/Discharge/Redemption Matter and the Mortgaged Property(s); and/or

- (b) in order to protect and secure the Bank's interests in the Loan/Discharge/Redemption Matter and over the Mortgaged Property(s).
- 5.2 (a) By way of a guide, you may like to know that some of the Bank's standard security, discharge and redemption document(s) and latest forms (including, but not limited to, the Bank's **Annex B - Instructions on Legal Requisitions and Searches**) can be found on the Bank's website http://www.uobgroup.com/extranet/legal_docs_forms/index.html.
- (b) You should run through each of these standard security, discharge and redemption document(s) and adopt these standard security, discharge and redemption document(s) if you are of the view that the same may be adopted and that adoption of the same will protect and will not in any manner compromise the Bank's interests. However, as solicitors acting for the Bank, please make the appropriate adaptations to any of these document(s) where, in your professional opinion, it is necessary to do so, so as to protect the Bank's interest in the Loan/Discharge/Redemption Matter and the Mortgaged Property(s).
- 5.3 (a) In the event where you use the Bank's standard security or, where applicable, discharge document(s) or, where applicable, redemption document(s) in its entirety in the preparation of the relevant security or, where applicable, discharge document(s) or, where applicable, redemption for the Loan/Discharge/Redemption Matter, the Bank would not be reviewing and vetting the same.
- (b) Any deviations from and/or amendments to the Bank's standard security or, where applicable, discharge document(s) or, where applicable, redemption document(s) or the use of non-standard security or, where applicable, discharge document(s) or, where applicable, redemption document(s) requires the prior written approval of the Bank's Group Legal. Please provide copies of the deviations and/or amendments and/or copies of the non-standard security or, where applicable, discharge document(s) or, where applicable, redemption document(s) to the Bank's Group Legal for their perusal and approval before you forward the same to the Relevant Parties and the Bank's Sub Attorney for their execution.
- (c) Notwithstanding Paragraph 5.3(a) or Paragraph 5.3(b) above, it is entirely your responsibility to ensure, amongst others, that:-
- (i) the correct document(s) (whether security document(s), discharge document(s), redemption document(s) or otherwise) are adopted or adapted and used in relation to the Loan/Discharge/Redemption Matter;
 - (ii) the engrossed document(s) (whether security document(s), discharge document(s), redemption document(s) or otherwise) are accurate, complete and in order for the Bank's execution;
 - (iii) there no approval(s), consent(s) or waiver(s) which are to be obtained for or if such approval(s), consent(s) or waiver(s) are required, you shall have procured all such written consent(s) or waiver(s) from all parties for:-
 - (1) the Borrower(s) to accept the Facilities; and
 - (2) the Relevant Parties to provide the security(ies) for the Facilities;
 - (iv) the Relevant Parties or his/her/its attorney shall have executed the document(s) (whether security document(s), discharge document(s), redemption document(s) or otherwise) either in your presence or, where the same is executed outside of Singapore, in accordance with Paragraph 6 below;
 - (v) each of the Relevant Parties has the necessary power and authority to enter into the Facility Letter(s) and all the documents in relation to the Facilities

(whether security document(s), discharge document(s), redemption document(s) or otherwise) to which it is a party and to perform and comply with its obligations thereunder;

- (vi) each of the Relevant Parties has taken all necessary actions (whether business, corporate or otherwise) and obtained all necessary authorisations, consents and approvals (all of which remain in force and effect and have not been withdrawn or revoked) to:-
 - (1) enable it to lawfully execute and deliver the Facility Letter(s) and all the documents in relation to the Facilities (whether security document(s), discharge document(s), redemption document(s) or otherwise) to which it is a party, to perform and comply with its obligations thereunder and to ensure that those obligations are valid, legally binding and enforceable;
 - (2) ensure that the Facility Letter(s) and all the documents in relation to the Facilities (whether security document(s), discharge document(s), redemption document(s) or otherwise) to which it is a party constitute valid, legally binding and enforceable obligations and that the security interests with the priority contemplated therein and will rank ahead of any other present or future security interest; and
 - (3) make each of the Facility Letter(s) and each of the documents in relation to the Facilities (whether security document(s), discharge document(s), redemption document(s) or otherwise) to which it is a party admissible in evidence in the courts of Singapore; and
- (vii) each Relevant Party's entry into and performance of or compliance with its obligations under the Facility Letter(s) and all the documents in relation to the Facilities (whether security document(s), discharge document(s), redemption document(s) or otherwise) to which it is a party does not and will not:-
 - (1) violate any law or regulations;
 - (2) violate any corporate Relevant Party's constitutional documents or cause any restriction imposed therein to be exceeded; or
 - (3) violate any agreement or contractual obligation, restriction or prohibition which is binding on it or its assets or result in the existence of, or oblige it to create, any security interest over those assets over which the Securities are created over;
- (viii) the Facility Letter(s) and all the documents in relation to the Facilities (whether security document(s), discharge document(s), redemption document(s) or otherwise) when executed by the respective Relevant Parties, will constitute legal, valid and binding obligations of the respective Relevant Parties and be enforceable in accordance with all their respective terms;
- (ix) each Relevant Party who is a party to the relevant security documents has the necessary power, authority and right to create the security interests which the relevant security documents purports to create and save for the security created pursuant to the security documents and any other security interests previously disclosed in writing to the Bank and approved by the Bank, no security interest in favour of any third party exists over any asset to which the relevant security document relates;
- (x) you or the Notary Public shall have witnessed and attested the signature(s) of the Relevant Parties or, where applicable, his/her/its attorney,

before such document(s) (whether security document(s), discharge document(s), redemption document(s) or otherwise) are forwarded to the Bank for its Sub Attorney's execution.

- (d) The Bank shall not be responsible nor liable to any party for the use of any of these documents, and the defaulting party shall keep the Bank fully and completely indemnified against any loss, costs, charges, liabilities, claims, demands, actions, proceedings or expenses which the Bank may sustain or incur in connection therewith.
- 5.4 (a) When you send any document(s) (whether security document(s), discharge document(s), redemption document(s) or otherwise) to the Bank for its Sub Attorney's execution or for the Bank's retention, you are confirming to the Bank that you have found that all such document(s) to be in order for its Sub Attorney's execution or the Bank's retention and that the Bank's interest are protected at all times and are not compromised.
- (b) You are to ensure the authenticity of:-
- (i) all signatures on all the Facility Letter(s) and all other document(s) (whether security document(s), discharge document(s), redemption document(s) or otherwise);
 - (ii) all copies of the board of directors and/ or, where applicable, shareholders' resolutions of the Relevant Parties furnished to you by the Relevant Parties; and
 - (iii) all business/corporate documents of the Relevant Parties (including, but not limited to, the board of directors and/ or, where applicable, shareholders' resolutions of the Relevant Parties furnished to you by the Relevant Parties),
- before you forward the completed Facility Letter(s) and all such other document(s) (whether security document(s), discharge document(s), redemption document(s) or otherwise) to the Bank for its Sub Attorney's execution.
- 5.5 You shall enclose the completed **Form 1LM: Document(s) for Bank's execution ("Form 1LM")** and where applicable, **Form 2RDM: Discharge Document(s) for Bank's Execution ("Form 2RDM")** when sending the document(s) referred to under paragraph 5.4 above and where applicable, the document(s) referred to in the completed **Form 1LM** or, where applicable, **Form 2RDM** to the Bank for its Sub Attorney's execution.
- 5.6 You shall send the document(s) referred to under paragraph 5.4 above and, where applicable, in the completed **Form 1LM** or, where applicable, **Form 2RDM** for the Bank's Sub Attorney's execution at least ten (10) working days prior to completion date or such part thereof. Bearing this in mind, you shall send all these document(s) to the Bank for its Sub Attorney's execution well beforehand.
- 5.7 You are to confirm that all documents (whether security documents, discharge documents, redemption document(s) or otherwise) which are to be furnished to the Bank in relation to the Loan/Discharge/Redemption Matter, including, but not limited to, the Sale & Purchase Agreement, Option to Purchase, Sale Agreement are accurate, complete and in order and that the terms therein do not compromise the Bank's interests.
- 5.8 Where any of the documents referred to in **Form 2RDM** are to be digitally executed by the Bank through SLA's Singapore Titles Automated Registration System e-lodgment ("**STARS**"), you shall do all acts in order to grant the Bank access to STARS, and ensure that the Bank is able to digitally execute the said documents through STARS.

6. Execution of Document(s) by the Relevant Parties Abroad

- 6.1 Subject to Paragraph 6.2 below, if any security document(s) or discharge document(s) and redemption document(s) to be forwarded to the Bank in relation to the Loan/Discharge/Redemption Matter is to be executed abroad by any of the Relevant Party or his/her/its attorney or by the vendor of the Mortgaged Property(s) (in cases where the Mortgagor(s) is obtaining the Facilities for the purchase of the Mortgaged Property(s)), such document(s) must be executed by the Relevant Party or his/her/its attorney or where applicable, the vendor before either:-
- (a) a notary public practicing in the jurisdiction where such security document(s) and other document(s) (including, but not limited to, discharge document(s) and redemption document(s)) is intended to be executed; or
 - (b) a solicitor (“**Foreign Solicitor**”) from a reputable law firm practicing in the jurisdiction at the place where such security and other document(s) (including, but not limited to, discharge document(s) and redemption document(s)) is intended to be executed; or
 - (c) a Singapore consular officer located in the jurisdiction where such security and other document(s) (including, but not limited to, discharge document(s) and redemption document(s)) is intended to be executed.
- 6.2 In the case where the document(s) referred to under paragraph 6.1 above is to be executed by the Relevant Party or his/her/its attorney or by the vendor(s) abroad in accordance with Paragraph 6.1(b) above, such Foreign Solicitor must be a solicitor nominated by you or, if the Relevant Party or the vendor(s) is not represented by you, by the Relevant Party’s or the vendor(s) solicitors in Singapore and you are to ensure that this is complied with at all times.
- 6.3 Where the documents referred to under Paragraph 6.1(a) above including, but not limited to, a guarantee is to be executed by the Relevant Party or his/her/its attorney or by the vendor(s) overseas in accordance with Paragraph 6.1(a) above, you are to furnish to the Bank a written confirmation from the Singapore Consular Office or Singapore Embassy (which is located in that jurisdiction where the execution of such documents took place) of that notary’s public’s commission when you forward such documents to the Bank for its retention or, where applicable for the Bank’s execution via its Sub Attorney via **Form 1LM** or, where applicable, **Form 2RDM**.

6A. Foreign Legal Opinion

- 6A.1 If a foreign legal opinion is required to be obtained in relation to, inter alia, the validity and enforceability of the Facility Letter(s) and the security document(s) accepted or to be accepted or, where applicable, executed or to be executed by the Relevant Parties in favour of the Bank, you are to, advise and ensure that the foreign legal opinion provided by the foreign legal counsel is, inter alia, satisfactory for purpose of enabling the Bank to rely on the same and that the said foreign legal opinion is not prejudicial to and will not compromise the Bank’s interest. Please also kindly refer to **Annex B – Instructions on Legal Requisitions and Searches**, for more requirements relating to the procurement of a foreign legal opinion.

6B. Spousal Consent

- 6B.1 If any of the Relevant Parties is a citizen from any of the following countries:-
- (a) Indonesia;
 - (b) China;
 - (c) Thailand;
 - (d) Myanmar;
 - (e) Nigeria;
 - (f) Taiwan*;
 - (g) Spain;
 - (h) Peru; or

- (i) such other jurisdictions where spousal consent is required or advised to be obtained in relation to the Loan/Discharge/Redemption Matter or which is informed to you from time to time by the Bank,

you are to immediately proceed to obtain the relevant spousal consent from the spouse of such Relevant Parties before any documents are forwarded to the Bank for its Sub Attorney's execution so as to ensure that the Bank's interest is always protected and not compromised.

*Not required if the Relevant Party is not providing any Security (e.g. mortgage) or disposing any asset.

7. Execution of Document(s) by a Donee under a Power of Attorney

7.1 Where any security document(s) or other document(s) (including, but not limited to, discharge document(s) and redemption document(s)) is required to be executed by a donee, for and on behalf of any Relevant Party, and which said donee has been appointed pursuant to a power of attorney ("**Instrument**"), you shall ensure, confirm and highlight to the Bank all of the following when you forward the relevant security document(s) or other document(s) (including, but not limited to, discharge document(s) and redemption document(s)) for the Bank's execution or prior to disbursement or implementation of the Facilities, whichever is the earlier, that:

- (a) the said donee has been granted the power and authority under the Instrument to execute the relevant security document(s) or other document(s) (including, but not limited to, discharge document(s) and redemption document(s)) for and on behalf of the relevant Relevant Parties;
- (b) the Instrument has been deposited in the Registry of the Supreme Court of Singapore;
- (c) the Instrument is in order and has not been revoked; and
- (d) a statutory declaration of non-revocation of the Instrument has been obtained from the donee if the Mortgaged Property(s) is to be registered in countries under the common law system of registration.

7.2 In addition to paragraph 7.1 above, if the Instrument is granted and executed by the donor abroad, you have to ensure that the Instrument is properly executed, witnessed and valid and Paragraphs 6.1 to 6.2 shall, mutatis mutandis, apply to the Instrument.

8. Stamp Fee

8.1 You are to ensure that the ad valorem stamp duty on Sale & Purchase Agreement / Option to Purchase / Agreement for Lease / Sale Agreement/ Building Agreement, all Facility Letter(s) and all security document(s) have all been paid and are in order prior to disbursement or implementation of the Facilities.

8A. Report on Title (Form 2ROT)

8A.1 You shall complete and return to the Bank the **Form 2ROT** at least ten (10) working days prior to the disbursement or implementation of the Facilities or any part thereof.

9. Disbursement and/or Implementation of the Facilities

9.1 Prior to disbursement or implementation of the Facilities or part thereof, you shall:

- (a) ensure that it is in order for the Bank to disburse or implement the Facilities or part thereof;
- (b) ensure that the amount requested for disbursement and the payee's name is correct (including ensuring that the amount of the loan disbursement(s) together with the

amount of CPF lump sum withdrawal [where there is CPF utilization] do not exceed the purchase price of the Mortgaged Property(s)), and where applicable, such amount requested for disbursement will be used in accordance with the respective purposes specified in the Facility Letter(s) (in the case of purchase, such amount shall be paid directly to the vendor on completion or in accordance with the terms of the option to purchase and/or, where applicable, sale & purchase agreement, as the case may be, and if the Mortgaged Property(s) is subject to an existing mortgage which shall be discharged on completion, such amount shall be paid directly to the existing mortgagee);

- (c) ensure that all conditions precedent (whether general or specific and whether stipulated in the Facility Letter(s), the Bank's Standard Terms and Conditions Governing Credit Facilities or where applicable, the Bank's Standard Terms and Conditions Governing Banking Facilities or otherwise as advised by the Bank from time to time) to disbursement or implementation of the Facilities are satisfactory and have all been fulfilled including, but not limited to, the difference between the purchase price and the Facilities, all interest fees that are payable arising from or in connection with any late payment of any portion of the purchase price of the Mortgaged Property(s) , all charges payable in connection with the Mortgaged Property(s), and your legal fees and disbursements in connection with this Loan/Discharge/Redemption Matter have all since been paid in full by the Relevant Party and you shall furnish to the Bank all documentary evidence to the Bank's absolute satisfaction of such payment including, without limited, the Certificate of Stamp Duty and the Developer's receipt and/or Cashier's Order issued for the payment;
- (d) in the case of refinancing, confirm the exact figure required to redeem an existing mortgage (redemption figure as at the completion date) at least one day before the completion date;
- (e) where applicable, ensure that the disbursement is made in accordance with the schedule of payment in the relevant option to purchase and/or, where applicable, sale & purchase agreement;
- (f) ensure that the Facility Letter(s) all security document(s) and all other documents to be furnished by the Relevant Parties to the Bank have been duly and properly accepted and, where applicable, executed by the Relevant Parties and that they are all accurate, complete, valid, legally binding and fully enforceable by the Bank in all jurisdictions;
- (g) ensure that:-
 - (i) the title to the Mortgaged Property(s) is satisfactory and in order; and
 - (ii) all the searches on the Relevant Parties and the Mortgaged Property(s) are updated on completion or prior to release of funds from the Facilities and that such searches are in order and satisfactory prior to release of the funds from the Facilities;
- (h) ensure that all legal requisitions replies, the road line plans and the drainage interpretation plans are satisfactory and are in order and that the Bank's interests are always protected and not compromised;
- (i) ensure that ranking accorded by the CPF Board to the Facilities is correct and in the Bank's interests;
- (j) have lodged a caveat on the Mortgaged Property(s) pursuant to the Bank's Facility Letter(s) and where applicable, the Deed of Assignment, and the Notice of Assignment has been duly served on the appropriate party and that the Acknowledgment of Receipt of the Notice of Assignment has been delivered to the Bank;

- (k) ensure that the mortgage(s) / charge(s) over the Mortgaged Property(s) shall have been registered in favour of the Bank with the Singapore Land Authority prior to the disbursement of funds from the Facilities for Loan/Discharge/Redemption Matters where the Facilities was granted to the Borrower(s) for his/her/its personal use. You are also to forward to the Bank a copy of the SNRI when you forward **Form 3 – First Disbursement Instruction (“Form 3”)** to the Bank;
 - (l) all regulatory and legal requirements have been met with regards to the Facility Letter(s) and all the documents in relation to the Facilities (whether security document(s), discharge document(s), redemption document(s) or otherwise); and
 - (m) all filings, recordings and registrations which are required or advisable (including, but not limited to, the laws of Singapore for the validity and enforceability of the Facility Letter(s) and all the documents in relation to the Facilities (whether security document(s), discharge document(s), redemption document(s) or otherwise) have been obtained.
- 9.2 (i) It is therefore your sole responsibility to examine the title to the Mortgaged Property(s), the title deeds to the Mortgaged Property(s), the results of the searches conducted in accordance with **Annex B – Instructions on Legal Requisitions and Searches**, the replies to the legal requisitions obtained in accordance with **Annex B – Instructions on Legal Requisitions and Searches**, the road line plan and the drainage interpretation plan and ensure that each of the same is satisfactory and in order and that the security(ies) obtained over the Mortgaged Property(s) and all such other securities created in favour of the Bank is in order, complete, accurate, valid, legally binding and fully enforceable by the Bank in all relevant jurisdictions before advising/instructing the Bank on disbursement or implementation of the Facilities or any part thereof.
- (ii) Upon the Bank’s receipt of your advice/instructions for disbursement or implementation of the Facilities or any part thereof, the Bank will forthwith proceed with the disbursement or implementation of the Facilities or any part thereof in full reliance of your professional advice/instructions, your confirmations furnished in the relevant completed **Form 1LM, Form 2ROT, Form 3, and Form 3A: Subsequent Disbursement Instruction (“Form 3A”)** and in full reliance and on the understanding that all the aforesaid duties shall have already been discharged by you prior to such advice/instructions for disbursement or implementation.
- 9.3 You shall complete and return to the Bank the **Form 3** or **Form 3A** when requesting for disbursement or subsequent disbursement respectively or implementation of any of the Facilities or part thereof and payment of legal subsidy, wherever applicable, **at least seven (7) working days** prior to any disbursement or implementation of the Facilities or **at least three (3) working days** prior to any Bridging Loan disbursement.
- 9.4 If any of the updated searches or replies to the legal requisitions or the legal requisitions or the road line plan and the drainage interpretation plan are found to be not in order or the Bank’s interests would not be protected, you shall inform the Bank immediately and prior to any request for any disbursement or implementation of the Facilities and obtain the Bank’s instructions on the matter before proceeding any further.
- 9.5 The balance of the Facilities in excess of the amount required for completion will be implemented or disbursed after receipt of your report on completion.
- 9.6 For first disbursement or implementation of any of the Facilities, you shall confirm to the Bank under **Form 3** that you have confirmed with all the Borrower(s) (if more than one) and obtained their confirmation on the correspondence address to be used for the Facilities.

10. Report on Completion

10.1 For Credit Control Retail Loan/Discharge/Redemption Matters, you shall report to the Bank within **seven (7) working days from the completion date** of that Loan/ Discharge/ Redemption Matter by providing:-

- (a) a copy of the following:-
 - (i) the relevant Successful Notification of Registration of Instrument (SNRI) with the details of the Borrower(s), the Mortgaged Property(s) address and the Bank's reference number duly indicated thereon;
 - (ii) the lodged caveat in favour of the Bank pursuant to the Deed of Assignment;
 - (iii) documentary evidence that the difference between the purchase price of the Mortgaged Property(s) and the facilities granted by the Bank to the Borrower(s) had been paid on the completion date;
 - (iv) documentary evidence that the interest fees payable arising from or in connection with any late payment of any portion of the purchase price of the Mortgaged Property(s) and all charges payable in connection with the Mortgaged Property(s) had been paid on the completion date; and
 - (v) where applicable, a copy of the ACRA (as defined under Paragraph 14.3 below) email confirmation on the registration of the Charge and the ACRA Charge registration number.

10.2 For Credit Control Wholesale Loan matters, you shall report to the Bank within **seven (7) working days from completion date** of that Loan/Discharge/Redemption Matter by furnishing the completed **Form 4 - Completion Report ("Form 4")** together with copy of the relevant Successful Notification of Registration of Instrument SNRI with the details of the Borrower(s), the Mortgaged Property(s) address and the Bank's reference number duly indicated thereon, copy of the lodged caveat in favor of the Bank pursuant to the Deed of Assignment and, where applicable, the copy of the ACRA email confirmation on the registration of the Charge and ACRA Charge registration number.

11. Safekeeping of Document(s) and Collection of Legal Subsidy

11.1 You shall promptly and in any case **not later than one (1) month** from the earlier of the following date:-

- (a) the date of completion; or
- (b) the date of first disbursement or implementation of the Facilities or part thereof,

send all the original security documents in relation to the Loan/Discharge/Redemption Matter including all the original title deeds for the Mortgaged Property(s) to the Bank at the following address:-

Security Document Control Department
1 Tampines Central
UOB Tampines Centre
#06-03, Singapore 529539

for the Bank's safekeeping.

11.2 You shall use **Form 6 – Safekeeping of Security Documents ("Form 6")** when sending all the original title deeds for the Mortgaged Property(s) and all the original security document(s) in relation to the Loan/Discharge/Redemption Matter to the Bank for its safekeeping. Please

indicate the first disbursement date of the Facilities on the top right hand corner of **Form 6** and tick the "Collection of Legal Subsidy" box where applicable.

11.3 The Bank will only release the legal subsidy (if applicable) upon the receipt of all the original security document(s) in relation to the Loan/Discharge/Redemption Matter including all the original title deeds for the Mortgaged Property(s) by the Bank's Security Document Control Department.

11.4 For collection of legal subsidy, you would need to present the original relevant completed **Form 6** on which the Bank's Security Document Control Department has duly acknowledged their receipt of all the documents described under Paragraph 11.1 above at either:-

(a) Credit Control Retail,
1 Tampines Central 1
#03-01 UOB Tampines Centre; or

(b) Credit Control Wholesale,
156 Cecil Street
#07-01 Far Eastern Bank Building

(where applicable).

11.5 You shall request for payment of legal subsidy at the same time when you forward to the Bank the completed **Form 3** seeking disbursement of the Facilities in relation to the Loan/Discharge/Redemption Matter. You are also to forward your **original** legal subsidy invoice together with such completed **Form 3**.

12. Re-Mortgage

12.1 In cases where the Mortgaged Property(s) is to be redeemed and re-mortgaged to the Bank arising from a change in the Borrower(s) or change in ownership of the Mortgaged Property(s), you shall collect the original title deeds from the Bank's Security Document Control Department. The original title deeds may be collected 3 working days after the date of your receipt of the Bank's Letter of Instructions.

13. Perfection of Mortgage

13.1 You shall use **Form 1Perfection: Document(s) For Perfection ("Form 1Perfection")** to request for any release of the Mortgage-in-escrow and/or any other documents for the perfection of the Bank's mortgage and arrange for collection of the original Mortgage-in-Escrow and/or any other documents for the perfection of the Bank's mortgage from the Bank's Security Document Control Department for perfection and registration of the Mortgage over the Mortgaged Property(s) and such other security document(s) in relation to the Loan/Discharge/Redemption Matter upon issuance of the separate Title to the Mortgaged Property(s) by submitting the **Form 1Perfection** and subject to your receipt from the Bank of the Bank's Letter of Instructions.

13.2 These documents are released to you on your undertaking that you will perfect and register the original Mortgage-in-Escrow in favour of the Bank and to complete the Loan/Discharge/Redemption Matter in favour of the Bank and you will return to the Bank the perfected Mortgage registered in favour of the Bank immediately upon your receipt of the same.

13.3 The original Mortgage-in-escrow and/or any other documents for perfection as requested by you may be collected **three (3) working days after the date of the Bank's receipt of your Form 1Perfection before 12 pm. Form 1Perfection** - that is received after 12 pm will be considered as next working day receipt. For collection, you would need to present a copy of the original **Form 1Perfection** for which the Bank's Security Document Control Department has duly acknowledged.

13.4 You are to furnish us your undertaking to return all the original title deed(s) to the Mortgaged Property(s) together with the original security documents including, but not limited to the, perfected and registered original mortgage(s) / charge(s) to the Bank's Security Document Control Department for safekeeping upon perfection and registration of the same promptly and in any case **not later than two (2) months from date of your collection** of the original Mortgage-in-Escrow from the Bank.

13.5 You shall update the Bank on a weekly basis on the status of the perfection and registration of the Mortgage over the Mortgaged Property(s) and the issuance of the original title deed(s) to the Mortgaged Property(s).

14. Redemption of Mortgage(s)

14.1 You shall give notice of redemption in the Bank's standard form **Form 1RDM - Notice of Redemption ("Form 1RDM")**.

14.2 You shall collect the original title deeds to the Mortgaged Property(s) from the Bank's Security Document Control Department on your usual undertaking to complete the said redemption matter satisfactorily in the Bank's favour and that you will not release the discharge documents and the original title deed(s) to the Mortgaged Property(s) until the required redemption moneys have been received by you on the Bank's behalf. The original title deeds to the Mortgaged Property(s) may be collected **four (4) working days after the date of your receipt of the Bank's Letter of Instructions** to you.

14.3 You shall proceed to lodge a statement of Satisfaction of Charge or, where applicable, such other discharge form(s) as may be required by the Accounting and Corporate Regulator Authority Singapore ("**ACRA**") to discharge the ACRA Charge, if applicable, on the date of redemption or immediately thereafter.

14.4 All payments for the redemption of the mortgage(s) / charge(s) must be forwarded to the Bank under cover of **Form 3RDM - Payment for Redemption of Property ("Form 3RDM")**.

14.5 All the original title(s) and the original security document(s) to the Mortgaged Property(s) and all the original and copies of the executed discharge document(s) and redemption document(s) must be returned to the Bank in the event that the redemption is aborted or postponed for any reason.

14.6 You shall strictly comply with and adhere to the Important Notes for Redemption of Property.

**15. Matters relating to Confirmation of Priority Arrangement
*(applicable where CPF monies are used to purchase private Mortgaged Property)***

15.1 Where CPF monies will be used for the purchase of the Mortgaged Property(s), the Bank will have no objection to CPF Board's requirement on the execution of:-

- (a) the Confirmation Letter in relation to ranking; or
- (b) the Confirmation of Priority of Arrangement ("**CPA**"),

whichever is applicable over the Mortgaged Property(s).

15.2 You are required to:-

- (a) let the Bank have a copy of the CPF Board's Letter of Approval (for the use of CPF monies to purchase private Mortgaged Property) together with **Form 2ROT** prior to the first disbursement of the Facilities;

- (b) advise the Bank if the amounts or purposes of withdrawal as approved by the CPF Board are inconsistent with those approved by the Bank in the Facility Letter(s) immediately upon your receipt of the CPF Board's Letter of Approval;
 - (c) ensure that you have given sufficient notice to the CPF Board for the release of CPF monies for the purposes of the servicing of the Borrower's monthly installments; and
 - (d) let the Bank have a copy of the CPF Board's Confirmation Letter or CPA, duly executed by the concerned parties.
- 15.3 For refinancing cases, you are required to let the Bank have the following documents in addition to the ones described under Paragraph 15.1 and Paragraph 15.2 above:
- (a) a copy of the CPF Board's Letter of Consent (for the private Mortgaged Property to be sold, transferred or mortgaged) together with the Bank's standard form **Form 2ROT** prior to the first disbursement of the Facilities; and
 - (b) a copy of the updated Redemption Statement.
- 15.4 You are to ensure that the housing loan amount disbursed by the Bank will be accorded the agreed ranking with CPF Board as provided in the Bank's Facility Letter(s).
- 15.5 For any matters in connection with CPA required for existing property(ies) that are already mortgaged to the Bank, you shall arrange for the Mortgagor(s) to sign the CPA and any other appropriate documents as may be required **within seven (7) working days from your receipt of the Bank's Letter of Instruction**. A copy of the Deed of Arrangement/ Deed of Postponement/ Instrument of Postponement will be faxed to you where applicable.
- 15.6 Kindly forward to the Bank the CPA which has been executed by the Mortgagor(s) for the Bank's Sub Attorney's execution, if applicable, or the Confirmation Letter in relation to ranking under the cover of **Form 1LM** immediately upon your receipt of the CPF Board's Letter of Consent and any other necessary documents.
- 15.7 You shall return all original documents as described under Paragraph 15.1(a) and 15.1(b) to the Bank's Security Document Control Department within one (1) month from date of completion of the Loan/Discharge/Redemption Matter relating to CPA under **Form 6**.

16. General Requirements

- 16.1 The originals of all the forms referred to in this **Annex A** must be duly signed and acknowledged by you before any of the same are forwarded to the Bank. The Bank may in its absolute discretion not act on any facsimile transmissions or copies of such forms received. You are to ensure that the facsimile transmissions have been successfully transmitted and that the Bank is agreeable to act on them. The original forms are to be delivered to the Bank as soon as possible with the confirmation on the top right hand corner that "*The original has been faxed on (date, time) to (fax number).*"
- 16.2 All mortgage documents are to be prepared in duplicate notwithstanding that the Land Titles Registry of the Singapore Land Authority may not require the mortgage instruments to be lodged in duplicate.
- 16.3 A white copy of any document requiring the Bank's Sub Attorney's execution is required to be sent to the Bank for its file records when forwarding the documents for its Sub Attorney's execution.
- 16.4 In the event a guarantee is required by the Bank, please obtain the same duly executed and return to the Bank together with the Mortgage.
- 16.5 In the event that a Board of Directors' resolution or Shareholders' resolution is required to be obtained, please ensure that such resolutions have been duly passed in accordance with the

relevant corporate/business documents of the Relevant Parties and executed/ certified by the authorized parties before forwarding a copy of the same or relevant extract thereof to the Bank.

16.6 The following are the particulars of the Bank to be inserted in all documents which requires the following information of the Bank to be inserted therein:-

- (a) Registered Address of the Bank
80 Raffles Place
UOB Plaza
Singapore 048624
- (b) Company Registration Number
United Overseas Bank Limited: 193500026-Z

17. **IMPORTANT: Completion Date**

17.1 You are to comply with all the various time-lines indicated herein with respect to the completion and forwarding of the various forms / documents to the Bank to ensure timely completion of the Loan/Discharge/Redemption Matter.

17.2 The Completion Date* of the Loan/Discharge/Redemption Matter is to be indicated clearly in a box on the top right hand corner of all correspondences from you to the Bank. The Bank will process and prioritize the correspondences to the Bank based on the Completion Date* of the Loan/Discharge/Redemption Matter as indicated in the correspondences (**or as the case may be, the Disbursement Date in **Form 3** and **Form 3A***).

17.3 The Bank shall not be responsible for any delay due to insufficient time given to the Bank to act on the matter and/or to your failure to comply with the instructions herein. In addition, you will be required to indemnify the Bank in full and hold the Bank harmless and fully indemnified on a full indemnity basis against any loss, costs, expenses that the Bank may suffer as a result of such delay/such failure to comply.

18. **Other Information**

18.1 Where the Facility Letter(s) requires the following additional security to be provided, you may request for the Bank's form(s)/ format(s) for these additional security to be forwarded to you. The terms contained under this **Annex A** shall similarly apply to the following security documents.

- (a) Corporate / Personal Guarantee
- (b) Agreement for pledge of goods
- (c) Letter of pledge for gold
- (d) Security Memorandum for stocks/ shares
- (e) Letter of Charge and Set-Off
- (f) Letter of Authority & Earmarking
- (g) Standby Letter Of Credit/ Banker's Guarantee
- (h) Debenture
- (i) Letter of Awareness/ Comfort
- (j) Assignment of Rental Proceeds
- (k) Indemnity for taking and accepting instructions by Facsimile, Telex
- (l) Indemnity for taking and accepting instructions by Facsimile, Telephone and Telex
- (m) Indemnity for taking and accepting instructions by Email and Telephone

18.2 For all documents which are to be executed by the Bank, the form of the Bank's execution clause shall be as follows:

SIGNED by **Bank Limited**
by its Attorney
acting under a Deed of Appointment of Sub-Attorney
dated and deposited in the Registry of the High
Court, Singapore as No. DS
pursuant to a Power of Attorney dated deposited
in the Registry of the High Court, Singapore as No.
PA
in the presence of:



18.3 If applicable, for documents which are to be registered under the Registration of Deeds Act, the execution clause must be preceded by the words "SIGNED, SEALED and DELIVERED".

18.4 Please do not complete the blanks in the Bank's execution clause when you send the documents for the Bank's execution. The Bank will complete them at the time of execution.

18.5 If any Relevant Party is executing the document(s) (whether security document(s), discharge document(s), redemption document(s) or otherwise) in any language other than English or via thumb print, you are to provide an additional clause in the said document to the effect that you have:-

- (a) explained the nature of the transaction and all the terms and effects of the said document to the said Relevant Party in the particular language/ dialect that the Relevant Party is executing such document;
- (b) informed that said Relevant Party of their rights and liabilities under such documents and the seriousness of the risks involved in the transaction including that the Bank is fully entitled to enforce its legal rights in accordance with the terms of such document;
- (c) informed that said Relevant Party that he/she/it has a choice whether or not to proceed with the transaction and to provide the said document,

and that the Relevant Party has fully understood the nature of the transaction and all the terms and effects of the said document, of their rights and liabilities under such documents, the seriousness of the risks involved in the transaction including that the Bank is fully entitled to enforce its legal rights in accordance with the terms of such document and has acknowledged acceptance of the same and that they want to proceed with the transaction and to provide the said document by signing on the said document.

18.6 Notwithstanding Paragraph 18.5 above, you are also to confirm that you have:-

- (a) explained to each of the Relevant Parties the nature of the transaction and the terms and effects of the security documents as indicated in the Facility Letter(s) ("**Security Documents**");
- (b) informed each of the Relevant Parties of their rights and liabilities under such documents and the seriousness of the risks involved in the transaction including that the Bank is fully entitled to enforce its legal rights in accordance with the terms of the Security Documents;
- (c) informed each of the Relevant Parties that he/she/it has a choice whether or not to proceed with the transaction and to provide the Security Documents

and that the Relevant Party is to furnish their written confirmation that they fully understood the nature of the transaction and all the terms and effects of the said document, their rights and liabilities under the Security Documents, the seriousness of the risks involved in the transaction

including that the Bank is fully entitled to enforce its legal rights in accordance with the terms of the Security Documents and that they want to proceed with the transaction and to provide the said document.

18.7 Please note that the above paragraph 18.5 is in addition and without derogation to any other duties and obligations which the Bank would expect you to discharge in your professional capacity as a solicitor, inter alia, to ensure that the Relevant Parties fully understand and accept all the terms and conditions of the relevant document(s) regardless of whether the same has been signed in the English language or otherwise or via his/her thumb print. For avoidance of doubt, it shall not be obligatory on the Bank's part to check that the additional clause as mentioned in paragraph 18.5 has been inserted by you as the Bank will be relying solely on you to perform all your duties and obligations necessary to protect the interests of the Bank at all times and to ensure that the Bank's interests is not compromised at any time.

18.8 You shall insert the address of the Mortgaged Property(s) at the bottom of every execution page of each mortgage document.

18.9 **Confidentiality Provisions**

- (a) The term "**Confidential Information**" shall mean any information which is proprietary in nature, whether written or oral, disclosed to you and which includes without limitation:
 - (i) all information pertaining to the Bank's customers, business partners and associates;
 - (ii) financial and personnel matters; and (iii) business plans, strategy and procedures.
- (b) You shall use all Confidential Information strictly for the purposes of acting for the Bank in the Loan/Discharge/Redemption Matter ("**Permitted Purpose**").
- (c) You shall not use the Confidential Information for your own benefit or for any purposes except for the Permitted Purpose.
- (d) You agree not to disclose or divulge the Confidential Information to any other person or entity except those who have a specific need to know the Confidential Information for accomplishing the Permitted Purpose; and provided that you shall procure that such persons and entities shall comply with these confidentiality provisions.
- (e) You undertake to fully observe the banking secrecy provisions of the Banking Act (Chapter 19, Singapore Statutes) in respect of all information or records provided by the Bank. You acknowledge that the disclosure or use of such information in breach of these confidentiality provisions may result in the Bank suffering, incurring or sustaining irreparable loss or damage in respect of which the Bank may be entitled to obtain equitable or injunctive relief in addition to any other remedy which it may have under the law. You will be required to indemnify the Bank in full and hold the Bank harmless and fully indemnified on a full indemnity basis against any loss, costs, expenses that the Bank may suffer as a result of such breach of these confidentiality provisions.
- (f) Nothing in this **Annex A** shall abrogate your confidentiality obligations required by law.
- (g) These confidentiality provisions shall survive the completion of the Loan/Discharge/Redemption Matter and the termination of your services.