|  |  |  |  |
| --- | --- | --- | --- |
| **THE LAND TITLES ACT** | For Official Use Only | | |
|  | Instrument No. |  | |
| **MORTGAGE** | Version No. |  | Based On |
|  |
|  | Registered By |  |  |
|  | Registered On |  | |

**DESCRIPTION OF LAND**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Title | | | Lot No | Extent | Property Address |
| Type | Vol | Fol |
| \*CT/SSCT/SCT |  |  |  |  |  |

**MORTGAGOR**

|  |  |
| --- | --- |
| ID / Co Regn No: |  |
| Name: |  |
| Citizenship / Place of incorporation: |  |
| Address:  (within Singapore for service  of notice) |  |

|  |  |
| --- | --- |
| ID / Co Regn No: |  |
| Name: |  |
| Citizenship / Place of incorporation: |  |
| Address:  (within Singapore for service  of notice) |  |

|  |  |
| --- | --- |
| ID / Co Regn No: |  |
| Name: |  |
| Citizenship / Place of incorporation: |  |
| Address:  (within Singapore for service  of notice) |  |

**BORROWER**

|  |  |
| --- | --- |
| ID / Co Regn No: |  |
| Name: |  |
| Citizenship / Place of incorporation: |  |
| Address:  (within Singapore for service  of notice) |  |

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| --- | --- |
| ID / Co Regn No: |  |
| Name: |  |
| Citizenship / Place of incorporation: |  |
| Address:  (within Singapore for service  of notice) |  |

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| --- | --- |
| ID / Co Regn No: |  |
| Name: |  |
| Citizenship / Place of incorporation: |  |
| Address:  (within Singapore for service  of notice) |  |

**MORTGAGEE**

|  |  |
| --- | --- |
| ID / Co Regn No (UEN) : | 201804195C |
| Name: | **MAYBANK SINGAPORE LIMITED** |
| Citizenship / Place of Incorporation: | SINGAPORE |
| Address:  (within Singapore for service  of notice) | a company incorporated in Singapore and having its place of business at 2 Battery Road, #01-01 Maybank Tower, Singapore 049907 |

having at the request of the Mortgagor made or granted or agreed to make or grant to the Borrower and/or the Mortgagor either alone or jointly or jointly with any other person advances loans or other credit facilities to such extent or for such amount and for so long as the Mortgagee thinks fit AND in further consideration that the Mortgagee may from time to time in future agree to make or grant to the Borrower and/or the Mortgagor either alone or jointly or jointly with any other person further advances loans or other credit facilities upon the security of this Mortgage

The Mortgagor HEREBY MORTGAGES to the Mortgagee all the Mortgagor’s registered estate or interest in the said land (hereinafter called “the Mortgaged Property”) SUBJECT to the following prior encumbrances and subject to the covenants and conditions hereinafter set out.

PRIOR ENCUMBRANCES

|  |
| --- |
| Subject to Application to Notify Charge of \*even date/\_\_\_\_\_\_\_\_\_\_\_ in favour of Central Provident Fund Board / NIL  Subject to Restrictive Covenants contained in \*Restriction\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ Deed in Vol. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ref.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**COVENANTS AND CONDITIONS**

|  |
| --- |
| * To perform and observe the covenants and conditions set forth in the Memorandum of Mortgage numbered as MM IF/442083M, filed in the Singapore Land Authority. * To perform and observe the covenants and conditions implied by law in mortgages of registered land. * Each attachment to this Mortgage shall form an integral part of this Mortgage and the provisions thereof shall have the same force and effect as if expressly set out in the main body of this Mortgage.   Please see attached document. |

|  |  |
| --- | --- |
| **DATE OF INSTRUMENT :** |  |

**EXECUTION BY MORTGAGOR**

Signature :

Witness :

Signature :

Witness :

Signature :

Witness :

**EXECUTION BY BORROWER**

Signature :

Witness :

Signature :

Witness :

Signature :

Witness :

**EXECUTION BY MORTGAGEE**

Signature :

MAYBANK SINGAPORE LIMITED

by its Attorney

acting under a Power of Attorney dated the

      day of

(a copy of which was deposited in the Registry

of the Supreme Court, Singapore on the

      day of       and

registered as No.       of       )

Witness:

**SIMILAR INTEREST CONFIRMATION**

I, solicitor for Mortgagee hereby confirm that the interest of Mortgagee is similar to that in Caveat

Name of Solicitor :

Signature :

**CERTIFICATE OF CORRECTNESS**

I, solicitor for the Mortgagor hereby certify that this instrument is correct for the purposes of the Land Titles Act and that I hold a practising certificate which is in force as at the date of the instrument.

Name of Solicitor :

Signature :

**CERTIFICATE OF CORRECTNESS**

I, solicitor for the Borrower hereby certify that this instrument is correct for the purposes of the Land Titles Act and that I hold a practising certificate which is in force as at the date of the instrument.

Name of Solicitor :

Signature :

**CERTIFICATE OF CORRECTNESS**

I, solicitor for the Mortgagee hereby certify that this instrument is correct for the purposes of the Land Titles Act and that I hold a practising certificate which is in force as at the date of the instrument.

Name of Solicitor :

Signature :

**CASE FILE REFERENCE**

|  |  |
| --- | --- |
| Law firm case file reference : |  |

**Attachment – Additional Covenants and Conditions**

**COVENANTS AND CONDITIONS**

1. This Mortgage shall be a continuing security for the payment and discharge of:-

(a) all moneys and liabilities which shall be due owing or incurred to the Mortgagee by the Borrower and/or the Mortgagor before on or after the execution of this instrument, whether actually or contingently, alone or jointly or jointly with any other person or as principal or surety, including debts and liabilities arising from loans letters of credit cheques bills notes or other negotiable instruments signed drawn accepted or indorsed by or on behalf of the Borrower and/or the Mortgagor either alone or jointly or jointly with any other person and discounted paid or held by the Mortgagee in the course of business or otherwise or in respect of letters of credit trust receipts guarantees indemnities or other documents or instruments or facilities established opened given or made by the Mortgagee for or at the request of the Borrower and/or the Mortgagor either alone or jointly or jointly with any other person or signed by the Borrower and/or the Mortgagor either alone or jointly or jointly with any other person and held by the Mortgagee or in respect of any money or liability whatsoever whether certain or contingent which the Borrower and/or the Mortgagor either alone or jointly or jointly with any other person shall be liable to the Mortgagee in any manner howsoever and whether as principal or as surety; and

(b) all cost charges and expenses incurred by the Mortgagee or any receiver appointed by it for or in connection with the perfection preservation management improvement or enforcement of any security (including this Mortgage) held by the Mortgagee for the aforesaid moneys and liabilities.

2.(1) The Mortgagor and the Borrower hereby jointly and severally covenant with the Mortgagee:-

(a) to pay and discharge on demand all the moneys and liabilities secured by this Mortgage; and

(b) to pay interest on principal money and all other moneys from time to time owing or remaining unpaid at the rate or rates and in the manner provided under the terms of such banking facilities extended by the Mortgagee to the Borrower and/or Mortgagor from time to time or at such other rate or rates and with such periodic rests as may from time to time be fixed by the Mortgagee and to pay all commission fees charges costs and expenses which may be incurred by the Mortgagee from time to time; and

(c) in addition to and without prejudice to the other provisions of this Mortgage to pay additional interest on:-

(i) all overdue payments of the principal sum and /or interest;

(ii) any principal sum and/or interest payable on demand and not paid on demand;

(iii) any amount which is overdrawn or in excess of the limit approved from time to time by the Mortgagee; and

(iv) the whole of any principal sum outstanding, any unpaid interest and/or other monies hereby secured upon any recall by the Mortgagee of banking facilities granted to the Borrower and/or the Mortgagor;

both after as well as before judgement at such rate or rates as shall be fixed by the Mortgagee from time to time at its absolute discretion.

(2) Each of the covenants contained in this clause is an independent covenant which shall not merge in any judgement obtained by the Mortgagee for the sum covenanted to be paid.

3. The Mortgagor and the Borrower further jointly and severally covenant with the Mortgagee:-

(a) to perform observe and be bound by the covenants and conditions implied by law in mortgages of registered land; and

(b) to perform observe and be bound by terms covenants and conditions set forth in the Memorandum of Mortgage numbered as MM IF/442083M, filed in the Singapore Land Authority (hereinafter referred to as "the Memorandum”).

4.(i) The Mortgagor and/or the Borrower hereby agree that as long as the above facility and/or accommodation continues and/or as long as any monies due thereunder remain outstanding, each of the Mortgagor and the Borrower hereby authorises the Mortgagee, its officials, employees and agents to at any time collect, use and disclose, as Mortgagee reasonably regards to be necessary, such information or personal data about the Mortgagor and/or the Borrower, and such individuals as the Mortgagee may require, (each a “Relevant Individual”) including without limitation details of their accounts and relationships with the Mortgagee and/or Mortgagor, the personal data of the Relevant Individuals, to the following parties in connection with the purposes set out in the Maybank Data Protection Policy as of the date of this Mortgage (accessible at: www.maybank2u.com.sg) (“Maybank DPP”) or in accordance with applicable law: (i) any branch of the Mortgagee, the Mortgagee's holding companies, any related corporation (as defined in the Companies Act, Chapter 50 of Singapore) of the Mortgagee (who shall in turn be entitled to make such disclosures to its related corporations and/or the Mortgagee), (ii) any governmental agencies or authorities (whether within or outside Singapore), (iii) any security party, any actual or potential assignees or transferees or to persons who have entered into or who are proposing to enter contractual arrangements with the Mortgagee in relation to the banking facilities between the Mortgagor and/or the Borrower and the Mortgagee.

(ii) The Mortgagee shall further be entitled to disclose to any person who has or may enter into contractual relations with the Mortgagee in relation to this Mortgage or the monies outstanding information regarding the balance outstanding and/or any other relevant information relating to the Mortgagor ‘s and/or the Borrower's account with the Mortgagee or any other appropriate information as the Mortgagee may think fit without being liable to the Mortgagor and/or the Borrower or any other person for any such disclosure.

(iii) Where the information disclosed relates to personal data of any Relevant Individual, each of the Mortgagor and Borrower agrees, represents, warrants and undertakes that that Relevant Individual has consented to the collection, use, disclosure and/or processing of his/her personal data by the Mortgagee and Mortgagee’s authorized service providers in connection with the purposes set out in the Maybank DPP or in accordance with applicable law, and that each of the Mortgagor and Borrower has furnished each Relevant Individual with a copy of the terms that apply to this Mortgage and the Maybank DPP for this reason. If either the Mortgagor, Borrower and/or any Relevant Individual should withdraw his/her consent to any or all use of his/her personal data, then the Mortgagee shall have the right to cease granting advances, banking facilities or other accommodation to the Mortgagor and/or the Borrower, without prejudice to the Mortgagee’s rights and remedies under the Mortgage, whether at law or equity or otherwise.

For the purposes of this Mortgage, “personal data” shall have the same meaning as from time to time set forth in the Personal Data Protection Act 2012 of Singapore.

5. The Mortgagor and the Borrower hereby agree and undertake to execute and do all such assurance acts and things as the Mortgagee may require for perfecting this security or preserving the Mortgaged Property or for facilitating the realisation of the Mortgaged Property in such manner as the Mortgagee may think fit and for exercising all powers and remedies conferred by this Mortgage or by law on the Mortgagee or any receiver appointed by it.

6. This Mortgage shall be governed and construed in all respects in accordance with the laws of the Republic of Singapore and the Mortgagor and the Borrower hereby submit to the jurisdiction of the courts of Singapore in all matters connected with this Mortgage PROVIDED THAT submission to the jurisdiction of the courts of the Republic of Singapore shall not be construed as derogating from the Mortgagee's right to commence proceedings in the courts of any other country.

7. The Mortgagor and/or the Borrower shall from time to time notify the Mortgagee in writing of any change of address and the Mortgagee may at its option effect service of any writ of summons or legal process by sending a copy thereof by registered post to the address stated herein or if the Mortgagor and the Borrower shall have notified the Mortgagee of any other address, then to such other address of the Mortgagor and the Borrower as notified to the Mortgagee as aforesaid. Any writ of summons or legal process served in the aforesaid manner shall be deemed to have been duly served on the Mortgagor and the Borrower at the time when it would in the ordinary course be delivered, and notwithstanding the fact that it may be returned through the post office undelivered.

8. In the event that any goods and services tax or any other taxes levies or charges whatsoever now or hereafter required by law to be paid on or in respect of any sums payable to the Mortgagee or any other matters under or relating to this Mortgage or the banking facilities hereunder, the same shall (except to the extent prohibited by law) be borne by the Mortgagor and/or the Borrower and the Mortgagor and the Borrower shall pay to the Mortgagee on demand a sum equivalent to the amount of such goods and services tax or other taxes, levies or charges (or such part thereof which the law does not prohibit the Mortgagee from collecting from the Mortgagor and/or the Borrower), in addition to all other sums payable to the Mortgagee under this Mortgage.

9. This Mortgage and/or any security mortgaged, charged or pledged to the Mortgagee or over which the Mortgagee has a lien or right of set-off or otherwise howsoever taken from time to time by the Mortgagee as security (“the securities”) shall continue to be binding and enforceable notwithstanding any change in the Mortgagor’s and/or the Borrower’s constitution (if a firm) whether by death, insanity, retirement, expulsion, admission or any change in the Mortgagor’s and/or the Borrower’s partners or otherwise and notwithstanding that the firm no longer carries on business or that the owner of the securities or any of the partners named in the securities ceases to be a partner of the firm.

10. In these presents where the context so admits, the expressions "the Mortgagor " "the Borrower" and "the Mortgagee" shall include the successors in title and assigns of the Mortgagor, the Borrower and the Mortgagee.

11. Expressions in this instrument shall have the same meaning assigned to them as contained in the Memorandum.

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