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(For official use only)

**THE LAND TITLES ACT**

**MORTGAGE**

**(A)**  **DESCRIPTION OF LAND**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| \*CT/SSCT/SCT | |  |  |  | Property Address  Whole or part (If part lot, to state approved new lot/strata lot or to annex plan & give details) |
| VOL | FOL | MK | TS | LOT NO |  |
|  |  |  |  |  |  |

\*Please delete what is not applicable

**(B)**  **MORTGAGOR:**

|  |  |
| --- | --- |
| ID/Co regn. no: |  |
| Name: |  |
| ID/Co regn. no: |  |
| Name: |  |
| ID/Co regn. no: |  |
| Name: |  |
| Address: (Within  Singapore  for service of Notice) | (hereinafter \*\*collectively called "the Mortgagor") |

the \*\*proprietor(s) of the land above described in consideration of the MORTGAGEE

**(C)**  **MORTGAGEE**

|  |  |
| --- | --- |
| ID/Co Regn No (UEN): | 201804195C |
| Name: | **MAYBANK SINGAPORE LIMITED** |
| 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  (hereinafter called "the Bank") |

Having at the request of the Mortgagor agreed from time to time to make advances loans credit and other facilities or accommodation to the Mortgagor either alone or jointly with any other person for such amount or amounts or to such extent and for so long as the Bank thinks fit AND also agreed that the Bank may from time to time in future agree to make further advances loans credit and other facilities or accommodation to the Mortgagor either alone or jointly with any person for such amount or amounts or in such currency to such extent and for so long as the Bank thinks fit upon the security of this Mortgage HEREBY MORTGAGES to the Bank 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 hereafter set out -

**(D) PRIOR ENCUMBRANCES (to state 'nil' if there are none):**

|  |
| --- |
| 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.\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**(E)** **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 Bank by the Mortgagor before on or after the execution of this instrument, whether actually or contingently, alone 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 Mortgagor either alone or jointly with any other person and discounted paid or held by the Bank 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 Bank for or at the request of the Mortgagor either alone or jointly with any other person or signed by the Mortgagor either alone or jointly with any other person and held by the Bank or in respect of any money or liability whatsoever whether certain or contingent which the Mortgagor either alone or jointly with any other shall be liable to the Bank in any manner howsoever and whether as principal or surety; and

(b) all cost charges and expenses incurred by the Bank 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 Bank for the aforesaid moneys and liabilities.

2. The Mortgagor hereby covenants with the Bank:-

(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 the banking facilities extended by the Bank to the 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 Bank and to pay all commission fees charges costs and expenses which may be incurred by the Bank 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 Bank; and

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

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

Each of the covenants contained in this clause is an independent covenant which shall not merge in any judgment obtained by the Bank for the sum covenanted to be paid.

3. The Mortgagor further covenants with the Bank:-

(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(a). The Mortgagor hereby agrees that as long as the above facility and/or accommodation continues and/or as long as any monies due thereunder remain outstanding the Mortgagor hereby authorises the Bank, its officials, employees and agents to at any time collect, use and disclose, as the Bank reasonably regards to be necessary, such information or personal data about the Mortgagor, and such individuals as the Bank may require, (each a “Relevant Individual”) including without limitation details of their accounts and relationships with the Bank 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](http://www.maybank2u.com.sg)) (“Maybank DPP”) or in accordance with applicable law: (i) any branch of the Bank, the Bank’s holding companies, any related corporation (as defined in the Companies Act, Chapter 50 of Singapore) of the Bank (who shall in turn be entitled to make such disclosures to its related corporations and/or the Bank), (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 Bank in relation to the banking facilities between the Mortgagor and the Bank.

(b) The Bank shall further be entitled to disclose to any person who has or may enter into contractual relations with the Bank 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 account with the Bank or any other appropriate information as the Bank may think fit without being liable to the Mortgagor or any other person for any such disclosure.

(c) Where the information disclosed relates to personal data of any Relevant Individual, the Mortgagor 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 Bank and the Bank’s authorized service providers in connection with the purposes set out in the Maybank DPP or in accordance with applicable law, and that the Mortgagor has furnished each Relevant Individual with a copy of the terms that apply to this Mortgage and the Maybank DPP for this reason. If the Mortgagor and/or any Relevant Individual should withdraw his/her consent to any or all use of his/her personal data, then the Bank shall have the right to cease granting advances, banking facilities or other accommodation to the Mortgagor, without prejudice to the Bank’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 hereby agrees and undertakes to execute and do all such assurance acts and things as the Bank 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 Bank may think fit and for exercising all powers and remedies conferred by this Mortgage or by law on the Bank 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 parties hereto 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 Bank's right to commence proceedings in the courts of any other country.

7. The Mortgagor shall from time to time notify the Bank in writing of any of their respective change of address and the Bank 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 shall have notified the Bank of any other address of the Mortgagor, then to such other address of the Mortgagor as notified to the Bank 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 at the time when it would be 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 Bank 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 the Mortgagor shall pay to the Bank 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 Bank from collecting from the Mortgagor), in addition to all other sums payable to the Bank under this Mortgage.

9. This Mortgage and/or any security mortgaged charged or pledged to the Bank or over which the Bank has a lien or right of set-off or otherwise howsoever taken from time to time by the Bank as security (“the securities”) shall continue to be binding and enforceable notwithstanding any change in the Mortgagor’s constitution (if a firm) whether by death, insanity, retirement, expulsion, admission or any change in the Mortgagor’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”, and "the Bank" shall include the successors in title and assigns of the Mortgagor and the Bank.

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.

8

For company’s execution

**(F)** **DATE OF MORTGAGE**:

**(G)** **EXECUTION OF MORTGAGOR**

**Where execution is required under the Company’s seal**

The Common Seal of       )

was hereunto affixed in )

the presence of-: )

Director

Director/Secretary

**Where execution as a deed is required without seal**

**(Applicable to companies incorporated in Singapore only)**

Executed and delivered as a deed

on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_by :

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Director

Name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Director / Secretary

Name:

OR

Executed and delivered as a deed

on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_by :

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Director

Name:

in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Witness

Name:

NRIC / Passport No.:

Address:

**(H)** **EXECUTION BY MORTGAGEE**

SIGNED for and on behalf of the )

Bank 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 )

      ) in the presence of:- )

8

For individual execution

**(F)** **DATE OF MORTGAGE**:

**(G)** **EXECUTION BY MORTGAGOR**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(H)** **EXECUTION BY MORTGAGEE**

SIGNED for and on behalf of the )

Bank 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 )

      ) in the presence of:- )

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

9

**(I) SIMILAR INTEREST CONFIRMATION (if any)**

I,       the Solicitor for the Bank hereby confirm that the interest of the Bank is similar to that in Caveat

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME & SIGNATURE OF SOLICITOR

FOR THE BANK

**(J) CERTIFICATE OF CORRECTNESS**

I,       the 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 & SIGNATURE OF SOLICITOR

FOR THE MORTGAGOR

I,       the Solicitor for the Bank 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 & SIGNATURE OF SOLICITOR

FOR THE BANK