

# Terms and conditions

ANZ HOME LOANS | AS OF 1 SEPTEMBER 2011



## Standard Terms and Conditions Applicable to ANZ Home Loan Granted by Australian and New Zealand Banking Group (The "Bank")

### ANZ HOME LOAN

#### 1. Documentation

The Bank's Facility Letter and these Standard Terms and Conditions form an integral part of the ANZ Home Loan. In the event of any inconsistency between the Bank's Facility Letter and these Standard Terms and Conditions, the terms and conditions set forth in the Bank's Facility Letter shall prevail.

#### 2. Using The Banking Facilities

##### 2.1 Loan Purpose

The Banking Facilities may only be used for the purpose set out in the Facility Letter or as otherwise approved by the Bank.

##### 2.2 Drawdown of the Banking Facilities

Drawdown of the Banking Facilities or any part thereof may be effected by the Bank receiving 5 business days prior notice, or such other time period as shall be acceptable to the Bank.

##### 2.3 Conditions Precedent for the drawdown of the Banking Facilities

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

###### i) The Property

- a) The title to the Property is in order and acceptable to the Bank in all respects; and
- b) There are no defects, structural or otherwise, affecting the Property.

###### ii) Formal Valuation of Property

- a) The Bank is satisfied that the Property is good and acceptable security in all respects. The Bank must be in receipt of a valuation report on the Property by an independent firm of valuers selected by the Bank, and the form and substance of such valuation report (including, without limitation, the value of the Property certified) acceptable to the Bank.

###### iii) Approval for Use of CPF Funds

- a) The receipt by the Bank, in form and substance satisfactory to it, of all consents, approvals and authorisations (including without limitation, the consent of the CPF Board) required to be obtained by the Borrower and/or the Mortgagor and/or any Security Party in connection with the purchase of the Property and/or the Banking Facilities granted by the Bank and/or the Facility Documents required for the Banking Facilities.

###### iv) Insurance Requirement

- a) Evidence that the insurance policy referred to in Clause 7 has been deposited with the Bank.

###### v) Loan Repayment Account

- a) The loan repayment account is opened with the Bank.

###### vi) Legal Requisitions on the Property

- a) The replies to requisitions made to the various government departments including the Land Transport Authority as well as the Road and Drainage Interpretation Plans (which are not more than 6 months old) are in order and acceptable to the Bank in all respects.

###### vii) Financial Status of the Borrower and/or Mortgagor

- a) There being no legal proceedings, suits or actions of any kind whatsoever (civil or criminal) instituted against the

Borrower or Mortgagor or any Security Party or any event occurring or circumstances arising including changes in financial condition of the Borrower or the Mortgagor or any Security Party which in the opinion of the Bank, would affect the Borrower's or the Mortgagor's or that Security Party's ability to repay the Bank or perform and observe the Borrower's or the Mortgagor's or that Security Party's obligations to the Bank (as the case may be);

- b) The Bank is satisfied that there is no material change in the financial condition, operating environment, management or directorship (where applicable) of the Borrower or the Mortgagor or any Security Party; and
- c) There are no bankruptcy notice(s), petition(s) for bankruptcy or winding-up (as the case may be) nor writ(s) of seizure and sale issued against the Borrower or the Mortgagor or any Security Party.

##### viii) Documentation

- a) There shall have been previously delivered to the Bank all necessary documents as may be required by the Bank in form and substance satisfactory to the Bank including but not limited to the following:

- i. the duplicate of the Sale and Purchase Agreement made between the Borrower and/or the Mortgagor and the Housing Developer in respect of the Property, in the event separate title to the Property has not been issued;
- ii. all title deeds relating to the Property, in the event title to the Property has been issued;
- iii. instruments(s) of discharge, reconveyance or reassignment duly executed in respect of all mortgages and charges over the Property and in the event separate title to the Property has not been issued, a letter of undertaking by the developers' mortgagees' undertaking to execute a partial discharge of their mortgage upon payment of 85% of the purchase price payable by the Borrower and/or the Mortgagor to the developers; and
- iv. a caveat notifying of the Bank's interest in the Property has been lodged against the Property;

- b) In the event separate title to the Property has not been issued and the Property is a residential property, the Property must be developed by a licensed developer under the Housing Developers (Control & Licensing) Act (Cap.130) and must form part of a development of more than 4 units;

##### c) Additional Requirements for Bridging Loans

- i. In the event the Banking Facilities include any bridging loan to be granted by the Bank, the following needs to be delivered to the Bank prior to drawdown of the bridging loan:
  - a. the relevant agreement for sale/option relating to the sale of the Existing Property; and
  - b. letter of undertaking addressed to the Bank from the lawyer acting in the sale of the Existing Property to remit the sale proceeds of not less than the bridging loan amount and any accrued interest thereto to the Bank immediately upon the completion of the sale of the Existing Property.
- ii. If the Banking Facilities include any bridging loan, the Bank shall not be obliged to disburse the housing loans or other term loans stated in the Bank's Facility Letter until the bridging loan has been disbursed in full.

ix) Additional Requirements for Property subject to the Executive Condominium Housing Scheme Act (Cap 99A) and/or the Housing and Development Act (Cap 129) ("the Acts")

- a) The developer and/or the Housing and Development Board ("HDB") and/or other relevant authorities have given their written consent to the purchase and/or creation of the mortgage over the Property on such terms and conditions which are acceptable to the Bank;
- b) Confirmation by the Borrower and/or the Mortgagor and/or any Security Party that all requirements under the Acts have been complied with and production of evidence of such compliance to the Bank if so required by the Bank;
- c) Evidence that all terms and conditions imposed by the developer and/or the HDB and/or other relevant authorities for grant of consent to the purchase and mortgage of the Property have been complied with by the Borrower and/or the Mortgagor and/or any Security Party;
- d) If the Borrower and/or the Mortgagor utilise CPF funds to service wholly or partly the loan instalment, the Borrower and/or the Mortgagor must be insured under the Home Protection Scheme; and
- e) The Borrower and/or the Mortgagor are not in breach of the Acts and their related rules and regulations as may be prevailing at all times and the terms and conditions of the lease or the agreement for lease (or such amendments or variation thereof) of the Property.

x) Payment of Difference between Purchase Price and Banking Facility

The difference between the purchase price of the Property and the Banking Facilities has been met.

xi) Spousal Consent

Spousal consent or a valid and applicable prenuptial agreement (accompanied with a valid notarial declaration) has been provided to the Bank if the Borrower and/or Mortgagor and/or Security Party, or any of their spouses, is an Indonesian national and the marriage took place in Indonesia.

xii) Representations and Warranties

The Borrower's and/or Mortgagor's and/or Security Party's representations and warranties contained in the Facility Documents shall be true on the date of such drawdown as if made on that date.

### 3. Interest, Fees and Charges

#### 3.1 Interest Rate Computation

- i) The interest (including, without limitation, additional or overdue interest) shall be calculated on the basis of a year of 365 days, unless otherwise stated or agreed by the Bank;
- ii) The interest on any bridging loans and outstandings under any overdraft facilities granted to the Borrower and/or the Mortgagor shall be calculated on a daily basis and payable monthly in arrears;
- iii) All loans are granted on the express condition that the Bank may vary the rate of interest payable thereon at any time and from time to time by the Bank giving to the Borrower and/or the Mortgagor one (1) month prior written notice thereof (or such other period as may be determined by the Bank) and all such variations in the rate of interest shall take effect at

the expiry of the aforementioned one (1) month notice period. Notwithstanding the foregoing, the Bank shall not be required to give any prior notice in respect of any variations from time to time of the Bank's Prime Rate and any interest rate arising from any such variation in the Bank's Prime Rate;

- iv) Overdraft facilities are granted on the express condition that Bank may vary the rate of interest payable thereon at anytime and from time to time without the Bank being required to give any prior written notice thereof;
- v) In the event the rate of interest is revised on any housing loans or other term loans granted to the Borrower and/or the Mortgagor, repayment of such loans shall be by way of such increased or decreased monthly instalments as the Bank may at its absolute discretion determine based on the revised rate of the interest payable in respect of such loans and the Borrower and/or the Mortgagor shall pay such increased or decreased monthly instalments on such dates following the interest rate revision as determined by the Bank;
- vi) The Bank's right to capitalize interest including additional interest on all costs, fees, expenses and other monies payable under any of the provisions of these Standard Terms and Conditions by way of compound interest shall continue until the date of payment (as well after as before judgment) notwithstanding the relationship of the Bank and customer may have ceased by a demand for monies and/or interest by the Bank or otherwise; and
- vii) In the event interest on any of the Banking Facilities is/are stated in the Bank's Facility Letter as being calculated on a monthly rests basis or such other periodic rests basis as may be determined by the Bank from time to time, such interest shall be calculated on the whole of such Banking Facility lent to or advanced for the benefit of becoming owing by the Borrower and/or the Mortgagor for the period commencing from the date of first disbursement of any part of the Banking Facility to such date as may be specified by the Bank from time to time ("the due date"). Thereafter, interest shall be calculated on the whole amount of that Banking Facility and interest accrued thereon which was outstanding and unpaid as at the due date of the preceding month. Interest on any part of any such Banking Facility lent to or advanced for the benefit of or becoming owing by the Borrower and/or the Mortgagor during any succeeding month shall be calculated on the amount so lent, advanced or becoming owing as from the date on which it was so lent, advanced or became owing until but excluding the due date of that month.

#### 3.2 Default Interest and Administrative Fee

- i) In the event that the Borrower and/or the Mortgagor fails or refuses to pay any of the monthly instalments of any housing or term loan granted to the Borrower and/or the Mortgagor or in the event the Borrower and/or the Mortgagor fails to pay any monies payable under any loans/overdraft facilities granted to the Borrower and/or the Mortgagor and/or interest or any part thereof when due and payable, the Borrower and/or the Mortgagor shall pay:
  - a) additional interest at the Default Rate subject however to a minimum payment of such amount as the Bank shall decide; and
  - b) an administrative fee of SGD25.00 or such other amount as the Bank may charge per month or part thereof;
- ii) Interest at the Default Rate shall be calculated from the due date until the date of payment (as well after as before judgement) and such interest shall be calculated on a daily rest basis or such other periodic rests as the Bank may stipulate from time to time for all or any part of the monies to which the Default Rate is applicable;

- iii) Where the Borrower and/or the Mortgagor is permitted to overdraw the Borrower's and/or the Mortgagor's account or to utilise any overdraft facility prior to formal activation of such facility pursuant to the Facility Letter issued by the Bank to the Borrower and/or the Mortgagor, or in excess of the approved limit of the facility under the Facility Letter, the Borrower and/or the Mortgagor shall pay to the Bank interest at the Default Rate on the amount utilised prior to such formal activation or in excess of the said approved limit and such interest shall be calculated in the manner stated above. Nothing herein contained shall impose any obligation on the Bank to permit any overdrawings in excess of any approved limit of utilisation for overdraft facility; and
- iv) Overdraft facilities are granted on the express condition that Bank may vary the rate of interest payable thereon at anytime and from time to time without the Bank being required to give any prior written notice thereof.

#### 4. Fees

The Borrower and/or the Mortgagor shall pay:

- i) All stamp fees, insurance premium, valuation fees, registration fees, goods and services taxes or other taxes, levies or charges, legal fees and out of pocket expenses (including abortive costs) payable in connection with the Banking Facilities and the preparation, execution and registration of all securing documentation and the perfection of such documents as well as all other documents as the Bank may from time to time and at its absolute discretion require in connection with the Banking Facilities notwithstanding that the Banking Facilities may be cancelled/aborted at any time before completion of the securing document or any disbursement; and
- ii) All costs and expenses, legal or otherwise, connected with the provision, protection and realization of security and the processing, implementation and recovery of monies owing under the Banking Facilities as well as the contesting of and involvement in any legal proceedings of whatsoever nature by the Bank for the protection of or in connection with any account(s) or assets of the Borrower and/or the Mortgagor, on a full indemnity basis.

Where the Borrower and/or the Mortgagor is in default of the payment of any costs, fees, taxes and expenses, the Bank may at its discretion, where applicable, meet such costs, fees, taxes and expenses, and the Borrower and/or the Mortgagor shall repay such monies to the Bank on demand and until repayment the Bank shall be entitled to charge interest on the monies so incurred by the Bank from the date the costs and expenses were incurred to the date of full payment at the Default Rate, which said interest shall be calculated on a daily rest basis or such other periodic rests as the Bank may stipulate from time to time.

#### 5. Disbursement and Repayment

- i) Disbursement of all loans/overdraft facility or any part thereof for payment of the purchase price for the Property shall be effected through the Bank's solicitors, and such loans/ overdraft facility shall be deemed to have been advanced or paid on the date of the Bank's cheque or cashier's order therefore or, as the case may be, the date on which funds are transferred to such solicitors' bank account(s);
- ii) Where the Property is under construction any disbursement of loans/overdraft facility or any part thereof for payment of the purchase price for the Property shall be made against production of architects' certificates satisfactory to the Bank certifying the stage of construction of the Property;
- iii) If the loan is a residential property loan other than a HDB loan, then where the first disbursement of the loan or part thereof takes place between 1<sup>st</sup> to the 15<sup>th</sup> day of the month, the first instalment of the loan shall commence from the 1<sup>st</sup> day of the month immediately following the month in which the first disbursement took place. Where the first disbursement of the loan or part thereof takes place between 16<sup>th</sup> to the last day of the month, the first instalment of the loan shall commence from the 1<sup>st</sup> day of the second month immediately following the month in which the first disbursement took place;
- iv) If the loan is a HDB loan, then where the first disbursement of the loan or part thereof takes place between 1<sup>st</sup> to the 15<sup>th</sup> day of the month, the first instalment of the loan shall commence from the

15<sup>th</sup> day of the month immediately following the month in which the first disbursement took place and where the first disbursement of the loan or part thereof takes place between the 16<sup>th</sup> to the last day of the month, the first instalment of the loan shall commence from the 15<sup>th</sup> day of the second month immediately following the month in which the first disbursement took place;

- v) Unless otherwise determined by the Bank, repayment of the Banking Facility shall be by way of monthly instalments of principal and interest to be advised by the Bank in writing to the Borrower; and
- vi) 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 Borrower and/or Mortgagor shall ensure that the difference (if any) between the monthly instalment amount (as may be revised from time to time) and the sum used or intended to be used from the Borrower's CPF savings or CPF monthly contribution (if any) shall be paid in cash by the Borrower.

#### 6. Redemption and Prepayments

- 6.1 Unless otherwise stated or agreed by the Bank, full repayment of all outstanding under the Banking Facility ("Full Redemption") may be made subject to the following conditions:
  - i) written notice of the intended Full Repayment is given to the Bank by a lawyer acting for the Mortgagor not less than 3 months from the intended date of repayment or payment of 3 months' interest in lieu of such notice; and
  - ii) where Full Repayment is made within the Prepayment Period, a Prepayment Fee may be payable and calculated on such amounts as the Bank may in its absolute discretion determine from time to time.
- 6.2 Unless otherwise stated or agreed by the Bank, repayment of any part of the outstanding under the Banking Facility ("Partial Repayment") may be made subject to the following conditions:
  - i) written notice of the intended Partial Repayment given to the Bank not less than 1 month from the intended date of repayment or payment of 1 month's interest in lieu of such notice;
  - ii) where Partial Repayment is made within the Prepayment Period (if applicable), a Prepayment Fee may be payable and calculated on such amounts as the Bank may in its absolute discretion determine from time to time;
  - iii) the amount prepaid shall not be less than SGD10,000 and must be in multiples of SGD1,000; and
  - iv) the Bank shall apply the Partial Repayment to the Banking Facility in such manner as it deems fit.
- 6.3 Unless otherwise stated or agreed by the Bank, the Banking Facility or such part thereof that is repaid, either partially or wholly, cannot be redrawn or reborrowed.
- 6.4 All legal fees and charges in connection with the redemption of any part of the Banking Facility and/or any discharge of the Mortgage shall be borne by the Mortgagor.

#### 7. Insurance

The Borrower and/or the Mortgagor is required to take out insurance for the Property with an insurance company appointed or approved by the Bank in writing for such amount as the Bank may require to cover the respective rights and interest of the Bank and the Borrower and/or the Mortgagor (as the case may be). In the event the fire insurance is taken up with an insurer other than an insurer appointed by the Bank, an administrative fee of SGD150 (or such other amount as the Bank may stipulate from time to time) will be payable upfront to the Bank and an annual administrative fee of SGD150 (or such other amount as the Bank may stipulate from time to time) will be payable for any subsequent renewal of the policy.

The insurance policy shall cover fire and other perils as the Bank may at its absolute discretion require and shall provide for the Bank's interest as mortgagee/loss-payee and shall have the non-cancellation and mortgagee clauses endorsed thereon. The said policy shall be deposited

with the Bank prior to any disbursement of the loans/overdraft and all premium for such insurance policies shall be payable by the Borrower and/or the Mortgagor. In the event the Borrower and/or the Mortgagor shall fail to take out any such insurance for the Property, the Bank shall be entitled (but not obliged) to take out such insurance on behalf of the Borrower and/or the Mortgagor and at the expense of the Borrower and/or the Mortgagor and the expenses so incurred by the Bank shall be repaid by the Borrower and/or the Mortgagor on demand. The Bank shall be entitled to charge interest on such costs and expenses so incurred by the Bank from the date the costs and expenses occurred to the date of full payment at the Default Rate, and such interest shall be calculated on a daily rest basis or such other periodic rests as the Bank may stipulate from time to time. All renewal certificates and all premium receipts are to be deposited with the Bank. In the event the Bank requires a change in the insurance company from time to time, the Bank shall be entitled to take out insurance on the Borrower's and/or the Mortgagor's behalf subject to such terms and conditions as the Bank deems fit. The Borrower and/or the Mortgagor hereby authorise and consent to the Bank to disclose such information to the insurance companies as the Bank deems fit for the purposes of effecting the said insurance policies.

## 8. Events of Default

If any one or more of the following events (hereinafter called an "Event of Default") shall occur:

- i) if the Borrower or the Mortgagor or any Security Party fails to pay to the Bank on demand or on the due date thereof (1) any monies payable hereunder or (2) any monies payable under any of the Banking Facilities or (3) any monies payable under any other agreement or arrangement with the Bank;
- ii) if the Borrower or the Mortgagor or any Security Party fails to pay on the due date (whether by acceleration or otherwise) any monies payable by the Borrower or the Mortgagor or any Security Party under any other agreement or arrangement with any other lender;
- iii) if the Borrower or the Mortgagor or any Security Party ceases or threatens to cease to carry on his/its business;
- iv) if a distress or execution is levied upon or issued against any of the property or assets of the Borrower or the Mortgagor or any Security Party and is not paid off or discharged;
- v) if legal proceedings suits or actions of any kind whatsoever (civil or criminal) shall be instituted against the Borrower or the Mortgagor or any Security Party which in the opinion of the Mortgagee would materially and adversely affect the Borrower's and/or the Mortgagor's ability to perform and observe his/its obligations to the Bank;
- vi) if any application is made for an order for the Borrower or the Mortgagor or any Security Party to be placed under judicial management, and for the appointment of judicial manager;
- vii) if any step is taken for the appointment of a receiver and/or manager, trustee, administrator or similar officer over any part of the property assets or undertaking or any part thereof of the Borrower or the Mortgagor or Security Party;
- viii) if an order is made or a resolution is passed for winding up the Borrower or the Mortgagor or any Security Party;
- ix) if:
  - a) the Borrower or the Mortgagor or any Security Party is insolvent or unable to pay his/her debts as they fall due;
  - b) any step is taken or any petition presented by any person for the bankruptcy of the Borrower or the Mortgagor or any Security Party;
  - c) an application is made under the Bankruptcy Act for an interim order in respect of the Borrower or the Mortgagor or any Security Party; or
  - d) the Borrower or the Mortgagor or any Security Party dies or becomes insane;

- x) if the Borrower or the Mortgagor or any Security Party shall enter into composition or arrangement with or shall make a general assignment for the benefit of his/its creditors;
- xi) if the Borrower or the Mortgagor or any Security Party commits or threatens to commit a breach of any of the covenants, undertakings, stipulations, terms, conditions or provisions contained (1) in the Mortgage or hereunder or (2) the Facility Letter or (3) in any other agreement or arrangement with the Bank and on the Borrower's or the Mortgagor's part to be observed and performed;
- xii) if any representation or warranty made by the Borrower or the Mortgagor or any Security Party in any manner is or shall become incorrect in any material respect;
- xiii) if any event occurs or circumstances arise including changes in the financial condition or, where the Borrower or the Mortgagor or any Security Party is a company or a corporation, changes in the operating environment, management or directorship of the Borrower or the Mortgagor or any Security Party (as the case may be) which in the opinion of the Bank would materially affect the ability of the Borrower or the Mortgagor or any Security Party to perform or comply with his/its obligations to the Bank;
- xiv) if a notice or proposal for compulsory acquisition of the Property or any part thereof shall be issued or made under by virtue any statutory provision;
- xv) if in the opinion of the Bank the security created by the Mortgage or the business of the Borrower or the Mortgagor or any Security Party is in jeopardy and notice thereof has been given to the Borrower or the Mortgagor or such Security Party;
- xvi) if any borrowing of the Borrower, the Security Party and or their Related Corporations becomes prematurely due and payable as a result of a default thereunder; or
- xvii) where the Property is an executive condominium and/or a HDB flat, there is an infringement, breach or non-compliance of any provisions of the Acts or its related rules and regulations or any policy requirements imposed by the relevant authorities, or if in the Bank's opinion, there is such infringement, breach or non-compliance of any provisions of the Acts or its related rules and regulations or any policy requirements imposed by the relevant authorities;

Then and at any time thereafter the Bank may, notwithstanding any other provisions contained herein, by notice in writing to the Borrower and/or the Mortgagor declare that an Event of Default has occurred whereupon the Banking Facilities shall be deemed cancelled and the whole of the monies outstanding and unpaid together with interest thereon and all other sums of money due and owing to the Bank shall become immediately due and payable without further demand or notice of any kind.

## 9. Indemnity

Each of the Borrower, the Mortgagor and any Security Party agrees to indemnify and shall at all times keep the Bank fully indemnified against all losses, costs, expenses, fees, charges, liabilities, claims, demands, actions and proceedings which the Bank and/or its officers, employees and/or agents may sustain or incur in connection with the Banking Facilities, these Standard Terms and Conditions and/or all Facility Documents.

## 10. Loan Repayment Account And The Bank's Right To Debit

- i) The Borrower and/or the Mortgagor shall at the Bank's request from time to time maintain an account with the Bank for the purpose of servicing the interest payable on the Banking Facilities and the monthly instalments and other monies payable under or in connection with the Banking Facilities and the Borrower and/or the Mortgagor shall ensure that such account has sufficient funds before the due date to meet the payment on the due date(s) of any of the foregoing.

- ii) The Bank shall have the right (but is not obliged) at any time and without notice to the Borrower and/or the Mortgagor to debit, transfer or set-off any sums in credit in the Borrower and/or the Mortgagor's current account or other account(s), whether matured or otherwise, with the Bank, whether in Singapore or elsewhere, in satisfaction of any interest, monthly instalments and other money payable under or in respect of the Banking Facilities or any part thereof, together with commission, charges, fees, expenses, taxes, normal bank charges, levies as well as all amounts and sums of monies whatsoever payable by the Borrower and/or the Mortgagor to the Bank under or in connection with the Banking Facilities or pursuant to these Standard Terms and Conditions and/or the terms of any Facility Document relating to the Banking Facilities. 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 Borrower's and/or the Mortgagor's current account or other account(s)) or a waiver of any event of default under any agreement relating to any of the Banking Facilities. If such debiting causes the Borrower's and/or the Mortgagor's current account to be overdrawn, interest shall be payable on the amount overdrawn at the Default Rate calculated on a daily rest basis or such other periodic rests as the Bank may stipulate from time to time. Where the credit balances and liabilities on the Borrower's and/or the Mortgagor's current account or such other accounts with the Bank, whether in Singapore or elsewhere, may not be expressed in the currency of the Banking Facility, the Bank is hereby authorized to effect any necessary currency conversion at the Bank's own rate of exchange then prevailing.

#### 11. Overdraft Facility

The Bank shall be entitled to review at any time and from time to time any overdraft facility granted by the Bank and it shall be within the sole absolute discretion of the Bank to decide whether any such overdraft facility shall be cancelled repaid reduced restructured converted or varied in any way and such cancellation, repayment, reduction or variation shall take effect upon issue of a notice by the Bank.

#### 12. Security Margin

If the market value of the Property falls below what the Bank considers to be an adequate security margin, the Bank shall be entitled, without prejudice to any other rights that the Bank may have, to review, cancel, restructure, convert vary or reduce any overdraft facility and/or withhold further disbursement and/or to require repayment of all or such amount(s) of the Banking Facilities as the Bank may specify including prepayment of any loans and/or to require additional or collateral security (in form and substance satisfactory to the Bank) to be furnished and/or to adopt such measures as the Bank deems fit in its absolute discretion.

#### 13. Application of Monies

If any sum paid or recovered in respect of the Borrower's and/or the Mortgagor's liabilities is less than the amount then owing, the Bank may apply that sum to interest, fees, principal or any amount due in such proportions and order and generally in such manner as the Bank thinks fit or may credit the same or part thereof to a suspense account if the Bank thinks fit.

#### 14. Representations and Warranties

The Borrower warrants and represents that:

- i) full disclosure in writing of all facts, information and details requested by the Bank has been made;
- ii) all information, statements, warranties or representations made by the Borrower or any Security Party or evidenced in any document given to the Bank by the Borrower or any Security Party in connection with the Banking Facility and all particulars indicated in such documents are true and correct and can be relied on by the Bank in granting the Banking Facility;
- iii) all authorisations, consents or approvals which are required in connection with the execution or performance of the obligations under, or the validity or enforceability of, the Facility Documents have been obtained or effected and are in full force and effect;

- iv) there are no litigation arbitration or other proceedings or claims pending or threatened against the Borrower, the Security Party and/or their Related Corporations or any of their assets;
- v) there are no bankruptcy or winding-up (whether voluntary or compulsory) petition/proceedings or order made against the Borrower, the Security Party and/or their Related Corporations;
- vi) the Borrower, the Security Party 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);
- vii) the Borrower, the Security Party and/or their Related Corporations have not entered into any statutory or other arrangement (voluntary or otherwise) or composition for the benefit of creditors;
- viii) where the Borrower and/or the Security Party is a corporation, all necessary forms required to be filed at the Registry of Companies and Businesses have been or will be duly filed within the period prescribed by the Companies Act (Cap 50) and the rules and regulations made thereunder;
- ix) the Borrower and/or the Security Party (as the case may be) are the true, legal and full owners of the Property and save for any encumbrances which the Borrower has disclosed in writing to and acknowledged and agreed in writing by the Bank, the Property has not been encumbered in any way whatsoever by any other party;
- x) the Borrower and/or the Security Party are not involved in any activity prohibited under the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act (Cap. 65A);
- xi) the Borrower shall not create or make any further or subsequent charge or mortgage or otherwise howsoever charge or encumber the Security without the prior written consent of the Bank;
- xii) the Borrower shall duly pay, settle and discharge all rents, taxes, assessments and government charges attached to the Security;
- xiii) 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 Security Party are continuing and remain true and correct;
- xiv) each of the abovementioned representations and warranties shall be deemed to be repeated upon each drawing of the Banking Facility and shall continue to be true and correct in all respects as long as the Banking Facility remains outstanding and unpaid; and
- xv) the Bank reserves the right to vary review restructure recall or cancel the Banking Facility if any information, declaration, representation or warranty made by the Borrower and/or the Security Party is untrue incorrect or inaccurate in any respect.

#### 15. Disclosure

The Mortgagor and/or the Borrower and/or the Security Party irrevocably and unconditionally consents for the Bank and its officers (as defined in the Banking Act (Cap.19) (the "Banking Act"), pursuant to its rights to disclose all or any customer information under common law, the Banking Act or otherwise, to disclose to:

- i) the head office of the Bank and its other branches or offices and any related corporations (as defined in Companies Act, Cap 50) of the Bank;
- ii) any solicitor or accountant acting for the Bank, the Mortgagor, the Borrower, any Security Party or any other party involved with the Banking Facilities or any security provided therefore;
- iii) any government agency or department or any relevant authority (whether in Singapore or elsewhere) including but without limitation, the Commissioner of Stamp Duties, the Registry of Companies, the Singapore Land Authority, the Central Provident Board and the Monetary Authority of Singapore;

- iv) any actual or potential assignees or transferees of any rights and obligations of the Bank under or arising out of the Banking Facilities and any security therefore for any purpose connected with such proposed transfer or assignment;
- v) any persons who have entered into or who are proposing to enter into contractual arrangements with the Bank in relation to the Banking Facilities granted or to be granted to the Borrower or any security provided in respect of the Banking Facilities or any part thereof; and
- vi) any person pursuant to subpoena or other court process or to the extent required in connection with any litigation involving the Bank, the Borrower, the Mortgagor, any Security Party or any other party relating to the Banking Facilities or any security provided therefore,

such information in respect of any matters or transactions in connection with the Banking Facilities, the security provided in respect of the Banking Facilities or any part thereof, the Mortgagor (including, without limitation, details of the Mortgagor's account relationships with the Bank, (if any) and any information regarding the status of and the credit balances in any of the Mortgagor's accounts with the Bank and any particulars thereof) or any Security Party as the Bank, its officials, employees or agents may in their absolute discretion think fit.

#### 16. Contracts (Rights of Third Parties) Act (Cap. 53B)

A party who is not a party to this Agreement shall have no right to enforce any of the terms under the Contracts (Rights of Third Parties) Act (Cap. 53B).

#### 17. Governing Law and Jurisdiction

- 17.1 The provisions hereunder and all matters relating to the Banking Facilities shall be governed by and construed in accordance with the laws of Singapore.
- 17.2 The Borrower and/or the Security Party hereby irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of Singapore in all matters arising or connected with the Banking Facilities 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.

#### 18. Severability

If any one or more of the provisions contained herein 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.

#### 19. Successors and Assigns

- 19.1 Neither the Borrower nor any Security Party shall have the right to assign or transfer any of their rights hereunder.
- 19.2 Without prejudice to the clause above, the Standard Terms and Conditions and the Facility Documents shall be valid and binding on the successors of the Borrower and/or the Security Party notwithstanding any change in the constitution of the Borrower and/or the Security Party by re-organization amalgamation consolidation reconstruction or otherwise if a company or it a firm, by retirement expulsion death admission accession or change of any partner(s) or otherwise.
- 19.3 The Bank may assign all or part of its rights or transfer all or part of its obligations under this Agreement and/or the Facility Documents without the consent of the Borrower and/or the Security Party.

#### 20. Waiver

The Bank may waive any breach by the Borrower and/or the Mortgagor of the terms herein and or the Facility Letter. 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 herein and the Facility Letter. Any waiver or consent by the Bank shall be subject to such terms and conditions as the Bank deems fit, and shall not be valid unless in writing and signed on or behalf of the Bank.

#### 21. Demands or Notices

Any demand notice or communication issued to the Mortgagor and/or Borrower and/or the Security Party by the Bank may be made by any authorized officer of the Bank or by any person or firm for the time being acting as solicitors for the Bank, and such demand notice or communication may be sent by post, facsimile or other electronic transmission, hand delivered or in such manner as the Bank deems fit to the last known address or facsimile or other relevant number of the Borrower Mortgagor and/or and/or the Security Party (notwithstanding the death or bankruptcy of the Borrower or the Security Party) or the last known residential address of the Borrower and/or the Security Party according to the Bank's records and it shall be deemed that:

- i) the demand notice or communication shall have been received by the addressee on the day following such posting, or on the day of the facsimile or other electronic transmission or hand delivery; and
- ii) to be effective service for the purpose for which such demand notice or communication was sent.

A statement signed by an authorized officer of the Bank stating the date upon which any demand notice or communication was sent shall in the absence of manifest error be prima facie evidence of the date upon which that demand notice or communication was sent.

Any change in the postal, email addresses, facsimile numbers or any contact particulars or place of business of the Mortgagor and/or Borrower and/or the Security Party must be promptly notified to the Bank in writing or in any manner as agreed by the Bank.

#### 22. Meaning of Words and Interpretations

22.1 When used herein unless the context otherwise requires:

"**Bank**" refers to the Australia and New Zealand Banking Group and shall include its successors and assigns.

"**Banking Facilities**" refers to the banking facilities as set out in the Facility Letter and any other additional or further advances, loans, credit and/or other banking facilities that may be granted by the Bank to the Borrower from time to time and on such further terms and conditions specified therein and at the Bank's sole and absolute discretion and on such terms and conditions herein contained.

"**Borrower**" refers to all or any of the Borrowers (where more than one) and includes the Borrower's personal representatives or successors and permitted assigns.

"**CPF**" refers to the Central Provident Board.

"**Default Rate**" means the Bank's Prime Rate plus 5% or such rate of interest as shall be prescribed by the Bank from time to time.

"**Existing Property**" refers to the property of the Mortgagor and/or Borrower and/or the Security Party to be sold to repay the bridging loan.

"**Facility Document**" refers to any and every document (including the Mortgage) from time to time executed to secure, inter alia, the obligations of the Borrower and/or the Security Party under this Agreement or in connection with the Banking Facility as amended, supplemented or modified from time to time.

"**Facility Letter**" refers to such letter commitment arrangement or agreement between the Bank and the Borrower from time to time in relation to the Banking Facility, as may be revised, amended supplemented, varied, superseded or modified by the Bank from time to time at its sole discretion.

"**HDB**" refers to the Housing and Development Board constituted under the Housing and Development Board Act (Cap 129).

**"Mortgage"** refers to the mortgage and where applicable the deed of assignment executed or to be executed by the Mortgagor and the Borrower in favour of the Bank in respect of the Property and which expression shall include all amendments modifications and variations thereto and any mortgages or agreements made further or collateral thereto.

**"Mortgagor"** refers to all or any of the Mortgagors (where more than one) and includes the Mortgagor's personal representatives or successors and permitted assigns.

**"Prepayment Fee"** shall be a charge of such amount as stated in the Facility Letter or such other amount as the Bank may stipulate from time to time.

**"Prepayment Period"** shall refer to such period as stated in the Facility Letter or such other period as the Bank may stipulate from time to time.

**"Property"** means the property or properties stated in the Facility Letter which is/are to be mortgaged to the Bank.

**"Related Corporations"** mean related corporations as defined in Section 6 of the Companies Act (Cap 50).

**"Security"** refers to any and every asset (including the Property) provided by the Mortgagor, Borrower and/or Security Party to the Bank as security for the Banking Facilities including (but not limited to) any and every mortgage, pledge, debenture, lien, charge, guarantee or other forms of security which are acceptable to the Bank.

**"Security Party"** 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 Banking Facilities of part thereof.

**"this Agreement"** refers to the agreement for the Banking Facility as evidenced by the Facility Letter and these Standard Terms and Conditions.

- 22.2 Headings and clauses have been inserted for guidance only and shall not be deemed to form any part of the context or be taken into consideration in the interpretation of the terms and conditions hereunder.
- 22.3 Word importing the singular meaning shall where the context so admits include the plural meaning and vice versa.
- 22.4 Where 2 or more persons are included in the terms "Borrower", "Mortgagor" and/or "Security Party":
- i) all representations, covenants and undertakings expressed to be made by the Borrower, Mortgagor and/or Security Party shall be deemed to be made by, and to be binding on the Borrower, Mortgagor or Security Party jointly and severally; and
  - ii) any notice given any one of the Borrower, Mortgagor or Security Party (where applicable) shall be binding on the others and any notice or demand given by the Bank to any one of the Borrower, Mortgagor or Security Party (where applicable) shall be deemed to be served on all the Borrower, Mortgagor or Security Party.

This page has been intentionally left blank.



