To be submitted on Law Firm’s Letter Head

**To: Standard Chartered Bank (“The Bank”)**

**Lending Operations**

**7 Changi Business Park Crescent**

**Singapore 486028**

**Toll Free: 1800 3079866**

**Fax : 63051710**

|  |  |
| --- | --- |
| **Mortgaged Property** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(\_\_\_\_\_\_\_\_\_\_\_\_)** |
| **Borrower (s)1** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Mortgagor(s)1** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  ***(if different from Borrower, state Names, Nationality, Address & NRIC / Passport No of Mortgagor(s)*** |

1 If the Borower(s) / Mortgagor(s) is / are a **body corporate,** annex recent ACRA search and certified copy of Shareholders’ / Board of Directors’ Resolutions accepting banking facilities. If Borrower is a **firm,** name the Partners / Sole Proprietor, and annex recent RCB search.

1. **PARTICULARS OF PROPERTY**

(Any discrepancies between Facility Letter, Report and Title Deeds, please highlight in Remarks)

1. **Legal Description of Property**

**Mukim No: \_\_\_\_\_\_\_\_\_ T.S No: \_\_\_\_\_\_\_\_\_ Lot No: \_\_\_\_\_\_\_**

**Individual Title / Lease Issue: Yes / No**

**If Yes : CT / SCT / SSCT Volume \_\_\_\_\_\_\_ Folio \_\_\_\_\_\_\_**

**Lease I / \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Tenure: Freehold (Estate in Fee Simple / Estate in Perpetuity)**

**Leasehold for \_\_\_\_\_\_\_\_\_\_\_\_\_ years from \_\_\_\_\_\_**

**Title : Common Law**

**Land Titles Act / Land Titles (Strata) Act**

**Mortgages / Encumbrances : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Restrictive Covenants : Yes / No**

**Restrictive Covenants unfavourable to bank : Yes / No**

**Terms of Release (if any) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(See Attached Copy)**

**Property Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Please state and do not leave blank. Blanks will be returned to law firm)**

1. **For New Purchase Only (For Completed Properties and Properties Under Construction)**

|  |  |  |
| --- | --- | --- |
|  | **Yes** | **No** |
| **From Developer** |  |  |
| **If Yes to above, Licensed Developer** |  |  |
| **TOP Issued** |  |  |
| **CSC Issued** |  |  |
| **Any terms unfavorable to Bank** |  |  |
| **If yes, inform bank** |  |  |
| **Reply from bank obtained** |  |  |

|  |  |
| --- | --- |
|  | **Date** |
| **Date of S & P / Date of Exercise of OTP** |  |
| **Expected Date of Vacant Possession**  **(as stated in OTP / S & P)** |  |
| **Expected Date of Legal Completion**  **(as stated in OTP / S & P)** |  |

|  |  |
| --- | --- |
|  | **S $** |
| **Original Price from Developer / Vendor** |  |
| **Sub-Sale Price** |  |
| **Amount Paid by Mortgagor to date** | **Or \_\_\_\_\_ % of Purchase Price** |

1. **Stamp Duty**
   1. **Stamp Duty / Additional Buyer’s Stamp Duty (ABSD) for New Purchases Only**

|  |  |  |
| --- | --- | --- |
|  | **Yes** |  |
| **Stamp Duty Payable on OTP / S & P** |  |
| **Amount Paid** | **S $ \_\_\_\_\_\_\_\_\_\_** |
| **Stamp Duty Certificate Reference** |  |  |
| **IRAS Website Printout for Verification** |  |  |

* 1. **Seller’s Stamp Duty (SSD) for New Purchases**

|  |  |  |
| --- | --- | --- |
|  | **Yes** | **Not Applicable** |
| **Vendor subjected to SSD** |  |  |
| **SSD Paid** | **S$ \_\_\_\_\_\_\_\_\_\_\_** |
| **Stamp Duty Certificate Reference** |  |
| **IRAS Website Printout to verify Stamp Duty Authenticity** |  |

* 1. **Stamp Duties for Existing Properties to be sold under Special Conditions Imposed in Facilities Letter**

|  |  |  |
| --- | --- | --- |
|  | **Yes** | **Not Applicable** |
| **Stamp duty Paid** | **S$ \_\_\_\_\_\_\_\_\_\_\_\_\_** |  |
| **Stamp Duty Certificate Reference** |  |
| **IRAS Website Printout to verify Stamp Duty Authenticity** |  |

1. **Others**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Yes** | **No** |  |
| **Valuation Report Received** |  |  |  |
| **CMV in Valuation report same as CMV stated in Customer Facilities Letter** |  |  | **Not Applicable** |
| **If No to above, inform Lending Operations** |  |  |  |
| **Reply from Lending Operations obtained** |  |  |  |
| **Caveat registered on behalf of Bank** |  |  |  |
| **Caveat Number**  **(Attached caveat notice)** | **CV /** | |  |

1. **CPF SAVINGS**

|  |  |  |
| --- | --- | --- |
|  | **Yes** | **No** |
| **CPF savings used** |  |  |
| **CPF Board’s approval enclosed** |  |  |
| **Ranking given to Bank** |  |  |
| **CPF will give ranking for (state amount)** | **S$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | |
| **CPF principal withdrawal to date** | **S$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | |
| **CPF accrued interest to date** | **S$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | |

1. **LEGAL REQUISITIONS AND OTHER MATTERS AFFECTING THE PROPERTY**

|  |  |  |
| --- | --- | --- |
|  | **Yes** | **No** |
| **Subjected to Compulsory Acquisition**  **Eg SERS, etc** |  |  |
| **If Yes, date of compulsory Acquisition Notice** |  | |
| **Legal requisitions forwarded to valuer for interpretation** |  |  |
| **Valuer’s Opinion obtained** |  |  |
| **Valuer’s Opinion unfavourable to the bank** |  |  |
| **If unfavourable reply from valuer, the bank is notified** |  |  |
| **All legal requisitions waived as stipulated in facility letter / letter of instructions (For cash out facilities on an existing mortgage with the bank only)** |  |  |
| **Subjected to gift and affects security on mortgage** |  |  |
| **Legal Requisitions are satisfactory** |  |  |

1. **SEARCHES**

|  |  |  |
| --- | --- | --- |
| **Title Searches** | **All in Order** | **Not in Order** |
|  | **No Trace** | **With Trace** |
| **Bankruptcy / Winding Up Searches on Borrower(s) /Mortgagor(s) / Guarantor(s) & Vendor(s)** |  |  |
| **Judicial Management Searches on Borrower(s) /Mortgagor(s) /Guarantor(s) & Vendor(s)** |  |  |
| **Writ of Summons (Defendants’ Causebook) and Originating Summons Searches only on Mortgagor(s) / Borrower(s) / Guarantor(s)**  **[Preceding 2 years for individual /Preceding 3 years for corporate]** |  |  |
|
| **Writ of Seizure & Sale Searches on Mortgagor(s) / Borrower(s) / Guarantor(s)**  **[Preceding 3 years for corporate]** |  |  |
| **Other Searches Required (for corporate)**  **Please State:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | |

1. **TENANCY**

|  |  |  |
| --- | --- | --- |
|  | **Yes** | **No** |
| **Is property tenanted?** |  |  |
| **Copy of tenancy attached** |  |  |
| **Monthly Rental** | **S$ \_\_\_\_\_\_\_\_** | |
| **Name of Tenant** |  | |
| **Term of Tenancy** | **\_\_\_\_\_\_ Years from \_\_\_\_\_\_\_** | |
| **Option To Renew** | **\_\_\_\_\_\_\_\_\_ years** | |
| **Any unfavourable terms (If yes, please state unfavourable terms)** |  |  |
| **Rental Assignment to the bank obtained (If required under Facilities Letter)** |  |  |
| **For HDB Flat Only (HDB consent obtained)** |  |  |

**F) CORPORATE BORROWER / MORTGAGOR / N.A.**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **No** | **Yes** | **Remarks** |
| **Does the Memorandum & Articles of the Borrower(s)/ Mortgagor(s) permit it to borrow/ mortgage?** |  |  |  |
| **Director(s) resolution of the Borrower(s)/Mortgagor(s) approving the relevant transaction and the affixing of the common seal obtained?** |  |  | **If Yes, please attach** |
| **If applicable, shareholders resolutions approving the relevant transaction and confirming commercial benefit obtained?** |  |  | **If Yes, please attach** |
| **Is there contravention of Section 162 or 163 of the Companies Act?** |  |  | **If Yes, please state contravention.**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Have the Borrower(s)/ Mortgagor(s) given any negative pledge prohibiting the creation of the security in the Bank’s favour?** |  |  | **If Yes, please attached consent from existing chargee.** |
| **Where Borrower(s)/Mortgagor(s) is a foreign corporation, legal opinion from a foreign counsel on the validity and enforceability of the loan and security documents executed by Borrower(s)/Mortgagor(s) obtained?** |  |  | **If Yes, please attach.** |

**(G) MISCELLANEOUS**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **No** | **Yes** | **N A** |
| **Is LDU approval required?** |  | **(Attached letter of Approval)** |  |
| **Is the lessor of the Property from HDB / JTC / URA / SLA / SDC?** |  | **Highlight salient terms of the Lease** |  |
| **Has HDB / JTC /URA / SLA / SDC consent obtained for the mortgage** |  | **(Attached letter of consent for mortgage)** |  |
| **Any applicable 3rd party consent to mortgage / Spousal consent.** |  | **(Attached copy of consent)** |  |
| **Is property a pre-war property?** |  | **(Copies of approved building plans forwarded to valuers for interpretation and comments)** | |
| **Other than those already mentioned above, are there any other approvals required to ensure title to the property is in order and the Bank’s mortgage will be perfected on completion?** |  |  | |
| **Letter of undertaking to HDB for disposal of residential property obtained. (Attached letter)** |  |  | |
| **For Property Under Construction bought from licensed developers, Deed of Assignment obtained** |  |  | |
| **Mortgage In Escrow submitted to bank** |  |  | |

**(H) BRIDGING LOANS (IF APPLICABLE)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | | **Yes** | | **No** | |
| **Title Search is in order** | |  | |  | |
| **Sale & Purchase Agreement / Option To Purchase Duly exercised and stamp** | |  | |  | |
| **Copy of S & P / OTP enclosed** | |  | |  | |
| **Sale Price of existing property** | |  | |  | |
| **Caveat Lodged** | |  | |  | |
| **Caveat Registration Particulars** |  | | | | |
| **Written undertaking from solicitors for the bank in the sale of existing property that on completion, a sum equivalent to the Bridging loan shall be set aside from the sale proceeds to be paid to the bank. (Copy enclosed)** | | |  | |  |
| **Undertaking from solicitor to inform bank if Sale did not go through. (Copy enclosed)** | | |  | |  |

**(I) REMARKS / QUALIFICATIONS**

1. **We confirm that all terms and conditions set out in the Bank’s Facility Letter(s) dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Facility Letter”) and instruction letter(s) dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_are incorporated in or satisfied by (as the case may be) the legal/security documentation prepared/vetted by us.**
2. **We have examined the relevant title deeds and certify that the title of the Mortgaged Property is in order. We confirm that the information given above is correct, and that unless otherwise indicated, all prior mortgages and encumbrances (if any) affecting the Mortgaged Property will be discharged on completion. We confirm that we are not aware of any fact(s) or information (including but not limited to any knowledge of any trust) that may adversely affect your interests in the Mortgaged Property in any way and have received the valuer’s confirmation that there is no unauthorized additions or alterations affecting the Mortgage Property.**
3. **We have explained and that Borrower(s) is aware of the Undertaking to declare their eligibility for cash rebate / discount / voucher or legal &/or stamp duties subsidy from developer / Vendor / lender of the Mortgaged Property.**
4. **We confirm that all loan and security documents have been duly executed.**
5. **We undertake to:-**
6. **update all searches on the day of completion and ensure they are in order before release of the Loan;**
7. **lodge the requisite Statement Containing Particulars of Charge with the Registry of Companies;**
8. **ensure that the difference between the sale price and the Housing Loan will be paid on completion and will let you have receipts evidencing payments made to date by the mortgagor(s);**
9. **ensure that the conditions precedent to disbursement to banking facilities in the Facility Letter including the standard terms and conditions attached to the Facility Letter have been satisfied;**
10. **serve on the Vendor / Developer the Notice of Assignment, where applicable;**
11. **lodge the caveat/mortgage in your favour with the Singapore Land Authority.**

**-----------------------------------------**

**Firm’s Stamp & Signature:**

**Date:**

**(Print imprint law firm’s rubber stamp)**

#### *LAW FIRM’S CERTIFICATION OF COMPLIANCE AND GOOD ORDER (FOR CORPORATE ACCOUNT)*

### ACCOUNT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Documents/Approvals required for the Account**

|  |  |  |  |
| --- | --- | --- | --- |
| **Documents required for the Account**  **All supporting documents such as board resolutions, forms for filing, letters of approvals, etc should be listed.** | **\*Held by**  **law firm** | **\*Pending**  **registration/**  **filing** | **\*Submitted**  **to Bank** |
|  |  |  |  |
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|  |  |  |  |
|  |  |  |  |

**\*Please tick if applicable**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name of law firm:**

**Date:**

**Print imprint law firm’s rubber stamp)**