

Annex C (v. 05 Jan 2012)

INSTRUCTIONS ON LEGAL REQUISITIONS AND SEARCHES

1. General

1.1 Unless otherwise instructed by United Overseas Bank Limited or, where applicable, Far Eastern Bank Limited (each of them shall be referred to as “the Bank” and where the context so requires, shall mean both of them collectively), you shall conduct and make the following searches and legal requisitions promptly at the times stipulated in this Annex C:-

- (a) title searches on the Mortgaged Property(s) (as defined under Annex A (Standard Mortgage Policies for HDB Flat Loans) (“Annex A”), or where applicable, Annex B (Standard Mortgage Policies) (“Annex B”));
- (b) searches on the Relevant Parties (as defined under Annex A, or where applicable, Annex B); and
- (c) the legal requisitions and the RL Plan (as defined under Paragraph 4.2 below) and the DI Plan (as defined under Paragraph 4.2 below) on the Mortgaged Property(s).

1.2 If it is advisable or if you deem it necessary to conduct or make other additional searches or legal requisitions other than those listed in this Annex C, you shall first obtain the Bank’s written consent to the same before making/conducting such other additional searches or legal requisitions.

1.3 In this Annex C, the term “*Relevant Parties*” means all of the Borrower(s) (as defined under Annex A, or where applicable, Annex B) in relation to the Facilities (as defined under Annex A, or where applicable, Annex B), the Mortgagor(s) (as defined under Annex A, or where applicable, Annex B) in relation to the Facilities, the security providers providing security for the Facilities and the Guarantor(s) (as defined under Annex A, or where applicable, Annex B) in relation to the Facilities and if the Facilities are to be granted for the purpose of financing the purchase of the Mortgaged Property(s), the term includes the vendor of the Mortgaged Property(s) and the developer, if applicable and the term “*Relevant Party*” shall mean any one of them.

2. Title Searches

A title search shall be conducted on the Mortgaged Property(s) immediately after you receive the Bank’s Letter of Instructions to you on the Loan/Discharge/Redemption Matter (as defined in Annex A or, where applicable, Annex B) and such search shall be updated on the day of each disbursement or implementation of the Facilities (as defined in Annex A or, where applicable, Annex B).

3. Searches on the Relevant Parties

3.1 If any of the Relevant Party is an individual, you shall conduct the following searches:

- (a) bankruptcy searches;
- (b) writ of seizure and sale (“WSS”) searches in both the High Court and the Subordinate Courts for the last 2 years prior to the date of your receipt of the Bank’s Letter of Instructions to you [WSS searches are to be waived for the Borrower(s) if you are acting in a Personal Financial Services (“PFS”) matter(s). WSS searches are not to be waived for non-PFS matter(s)]; and

- (c) cause book searches in both the High Court and the Subordinate Courts for the last 2 years prior to the date of your receipt of the Bank's Letter of Instructions to you. [As for the PFS' Borrower(s), cause book searches in both the High Court and the Subordinate Courts are to be conducted only for the last 1 year prior to the date of your receipt of the Bank's Letter of Instructions to you.]
- 3.2 If any of the Relevant Party is a business entity, you shall conduct the following searches:
 - (a) winding up searches;
 - (b) judicial management search;
 - (c) WSS searches in both the High Court and the Subordinate Courts for the last 2 years prior to the date of your receipt of the Bank's Letter of Instructions to you. [WSS searches are to be waived for the corporate Borrower(s) if you are acting in a PFS matter. WSS searches are not to be waived for non-PFS matter]; and
 - (d) cause book searches in both the High Court and the Subordinate Courts for the last 2 years prior to the date of your receipt of the Bank's Letter of Instructions to you. [As for the PFS corporate Borrower(s), cause book searches in both the High Court and the Subordinate Courts are to be conducted only for the last 1 year prior to the date of your receipt of the Bank's Letter of Instructions to you]
- 3.3 If any of the Relevant Party is a corporation or is trading as a firm or as any business entity, you shall also conduct all the searches on the Relevant Party at the Accounting and Corporate Regulator Authority Singapore ("ACRA").
- 3.4 Unless you are advised otherwise, if any of the Relevant Party is not a citizen of Singapore or a business entity incorporated outside of Singapore, you shall obtain from a counsel (the "**Foreign Counsel**") practising in the jurisdiction of the Relevant Party and which has been approved by the Bank a foreign legal opinion on the validity and enforceability of the Facility Letter(s) and, where applicable, the security document(s) in favour of the Bank accepted or to be accepted or, where applicable, executed or to be executed by the Relevant Party, including, inter alia, the following:-
 - (a) the Foreign Counsel's confirmation that the searches conducted on the Relevant Party in the Relevant Party's jurisdiction is in order;
 - (b) the Foreign Counsel's confirmation that the security document(s) executed or to be executed by the Relevant Party in the Bank's favour is or will be valid and enforceable against the Relevant Party both in Singapore and the Relevant Party's jurisdiction;
 - (c) the Foreign Counsel's confirmation that the approval of any authority and/or the central bank in the Relevant Party's jurisdiction is not required to be obtained for any outward remittance of funds from that jurisdiction;
 - (d) the Foreign Counsel's confirmation that there are no exchange or governmental controls or other restrictions for the outward remittance of funds from the Relevant Party's jurisdiction;

- (e) the Foreign Counsel's advice on whether any registration or any notice of the security document(s) in the Bank's favour is to be effected on any authority in the Relevant Party's jurisdiction or to any other person or party to ensure the validity, effectiveness, enforceability or priority of the security document;
- (f) the Foreign Counsel's certification on the existence and capacity of the Relevant Party in its jurisdiction and in Singapore;
- (g) the Foreign Counsel's certification of the Relevant Party's authority and power under its constitutional documents to enter into the relevant transaction;
- (h) the Foreign Counsel's confirmation that the security document(s) is/are properly and validly executed by the Relevant Party in accordance with its constitutional documents; and
- (i) any other items or procedure as may be required in the Relevant Party's jurisdiction so that the Facility Letter(s) and, where applicable, the security document(s) will be valid and enforceable by the Bank against the Relevant Party in both the Relevant Party's jurisdiction and in Singapore.

You are also required to advise, comment and ensure that the foreign legal opinion obtained is, inter alia, satisfactory for purpose of enabling the Bank to rely on the same and that the said foreign legal opinion is not prejudicial to and will not compromise the Bank's interests.

3.5 Except for cause book searches, all searches on any Relevant Party under paragraphs 3.1 to 3.3 above shall be conducted immediately after you have received the Bank's Letter of Instructions on the Loan/Discharge/Redemption Matter and shall be updated on the day of each disbursement or implementation of the Facilities.

3.6 You shall conduct cause book searches on all of the Relevant Party as near as possible to the day of each disbursement or implementation of the Facilities or any part thereof.

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

- (a) if you are of the view that:-
 - (i) any of the searches or legal requisitions, listed in the **Annex C - Instructions on Legal Requisitions and Searches** (is not required to be conducted or made;
 - (ii) additional searches or legal requisitions other than those listed in **Annex C - Instructions on Legal Requisitions and Searches** are required to be conducted or made; or
 - (iii) there is any fact or information (including, but not limited to, any knowledge of any trust) which:-
 - (1) is inconsistent;
 - (2) is not satisfactory;
 - (3) is or may be unfavourable to the Bank; or

- (4) reveals that waiver(s), approval(s) or consent(s) from other parties are required to be obtained for:-
 - (A) the Borrower(s) to accept the Facilities; and
 - (B) the Relevant Parties to provide security for the Facilities;
- (5) will or may adversely affect the Bank's security:-
 - (A) over the Mortgaged Property(s); or
 - (B) created or to be created pursuant to the other security document(s) executed or to be executed in relation to the relevant Loan/Discharge/Redemption Matter.

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

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

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

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

4. Legal Requisitions (for Private, Commercial & Industrial Properties)

4.1 Unless otherwise instructed by the Bank, you shall promptly send legal requisitions to each of the following authorities (including any other authorities which may be necessary or advisable from time to time):

- (a) the Comptroller of Property Tax, IRAS;
- (b) Ministry of Environment, Environment Health Department;
- (c) Public Utilities Board, Sewerage Department;
- (d) Land Transport Authority, Survey and Lands Department (Street Works);
- (e) Ministry of Environment, Pollution Control Department;
- (f) Land Transport Authority, Survey and Lands Department (Rapid Transit Systems);
- (g) Building and Construction Authority; and
- (h) Chief Planner, Urban Redevelopment Authority

4.2 Unless otherwise instructed by the Bank, you shall also obtain from the relevant authorities the following:

- (a) the Road Line Plan ("RL Plan"); and
- (b) the Drainage Interpretation Plan ("DI Plan").

4.3 As for the DI Plan, you need not obtain the same only if the Mortgaged Property(s) is listed in the schedule to Gazette Notification No. 3553 of 1995 (or any updated gazette notification) and provided that you have furnished your written confirmation to the Bank that it is in order.

4.4 If any reply or plan is either:-

- (a) unsatisfactory;
- (b) discloses anything adverse;
- (c) inconsistent with any information which you may have relating to the Loan/Discharge/Redemption Matter (including, but not limited to the Relevant Parties or to the Mortgaged Property(s));
- (d) reveals that waiver(s), consent(s) or approval(s) from other parties are required to be obtained for:-

- (i) the Borrower(s) to accept the Facilities; and
 - (ii) the Relevant Parties to provide security for the Facilities;
- (e) is unfavourable; or
- (f) will or may adversely affect the Bank's security:-
 - (i) over the Mortgaged Property(s); or
 - (ii) created or to be created pursuant to the other security document(s) executed or to be executed in relation to the Loan/Discharge/Redemption Matter,

you are to immediately report the same to the Bank and provide details of the same together with your advise on the same to the Bank accordingly in writing and obtain all such further information or reports from the relevant authority where necessary.

- 4.5 Legal requisitions for HDB shop units are waived if the Loan//Discharge/Redemption Matter originates from Personal Financial Services (PFS).

5. Legal Requisitions (for HDB Flats)

- 5.1 Unless otherwise instructed by the Bank, you shall promptly send legal requisitions to each of the following authorities (including any other authorities which may be necessary or advisable from time to time):

- (a) the Comptroller of Property Tax, IRAS;
- (b) the applicable Town Council;
- (c) the Central Provident Fund Board; and
- (d) the Housing & Development Board.

- 5.2 If any reply is either:-

- (a) unsatisfactory; or
- (b) discloses anything adverse;
- (c) inconsistent with any information which you may have relating to the Loan/Discharge/Redemption Matter (including, but not limited to the Relevant Parties or to the Mortgaged Property(s));
- (d) reveals that waiver(s), consent(s) or approval(s) from other parties are required to be obtained for:-
 - (i) the Borrower(s) to accept the Facilities; and
 - (ii) the Relevant Parties to provide security for the Facilities;
- (e) is unfavourable; or
- (f) will or may adversely affect the Bank's security:-
 - (i) over the Mortgaged Property(s); or

- (ii) created or to be created pursuant to the other security document(s) granted or to be granted in relation to the Loan/Discharge/Redemption Matter,

you are to immediately report the same to the Bank and provide details of the same together with your advise on the same to the Bank accordingly in writing and obtain all such further information or reports from the relevant authority where necessary.

6. Management Corporation

If the Mortgaged Property(s) is a flat or a strata unit, you shall obtain a certificate pursuant to S47(1)(c) of the Building Maintenance and Strata Management Act from the relevant Management Corporation certifying, among other things, whether there are any outstanding amounts and/or interest payable and owing to the Management Corporation in respect of the Mortgaged Property(s).

7. General Requirements

7.1 Save and except for the results of the title searches referred to under Paragraph 2 above which are to be forwarded together with **Form 2ROT- Report on Title and Form 2HDB - Report on Title**, the Bank does not require copies of the results of all the other searches conducted in accordance with this Annex C and the replies to the legal requisitions and the RL and DI Plans to be sent to the Bank unless they are unsatisfactory, unfavourable or discloses anything adverse or will or may adversely affect either the Bank's security created over or to be created over the Mortgaged Property(s) or the Bank's security created or to be created pursuant to the other security document(s) granted or to be granted in relation to the Loan/Discharge/Redemption Matter. You shall immediately report on any such results of any such searches or replies to the legal requisitions or RL and DI Plans to the Bank and advise the Bank accordingly.

7.2 When you submit the **Report on Title (Form 2ROT)** to the Bank, you shall also send to the Bank copies of each of the following documents with the relevant information highlighted:

- (a) the certificate of incorporation of the Relevant Party (if the Relevant Party is a corporation);
- (b) the results of the ACRA searches conducted on the Relevant Party (if the Relevant Company is any type of business entity);
- (c) the business/company/constitutional documents of the Relevant Party (if the Relevant Company is any type of business entity).

7.3 If any of the Relevant Party is a corporation, you shall also send to the Bank a copy of each of the following documents which has been certified as being a true copy of the original by a director or the secretary of the Relevant Party when submitting the completed **Report on Title (Form 2ROT)** to the Bank:

- (a) the certificate of incorporation of the Relevant Party;
- (b) the memorandum and articles of association of the Relevant Party;
- (c) the resolution passed at the meeting of the board of directors approving, inter alia, the Relevant Party to apply for the Facilities from the Bank and authorizing, inter alia, the acceptance of the Facility Letter(s), the party(ies) who to accept the same. the affixation of the Relevant Party's common seal

onto the security document(s) and all such other document(s), the acceptance of the Facility Letter(s); and

- (d) if applicable, the resolution passed by the shareholders of the Relevant Party at a general meeting approving, inter alia, the Relevant Party to apply for the Facilities from the Bank and, where applicable, to furnish the security document(s) in connection with the Facilities.

- 7.4 If any of the Relevant Parties is not a citizen of Singapore or is a business entity incorporated outside of Singapore, you shall send to the Bank a copy of the foreign counsel's legal opinion on the matters referred to in paragraph 3.4 above when submitting the completed **Report on Title (Form 2ROT)** to the Bank.
- 7.5 If the Relevant Party is a corporation or any other type of business entity, and if so prescribed by the Companies Act, Cap.50 or such other legislation, you shall effect and file with ACRA the requisite company charges in favour of the Bank pursuant to the execution of all security document(s) including, but not limited to, the perfected and registered mortgage(s) created over the Mortgaged Property(s) and/ or, where applicable, any Deed of Assignment.
- 7.6 You shall ensure that all copies of the results of the searches conducted, the replies to the legal requisitions obtained and the documents which are forwarded to the Bank are current and updated up to a date which is within 6 months to the scheduled completion date of the Loan/Discharge/Redemption Matter.