



PO Box 1018
Ipswich
Suffolk
IP1 9WU
Telephone: 0344 967 1860

State Bank of India (UK) Limited – Documentation for Solicitor

THE FOLLOWING DOCUMENTS ARE ENCLOSED FOR LIMITED COMPANIES.

1. Mortgage Terms & Conditions 2018
2. Certificate of Title
3. BTL Mortgage Deed
4. Personal Guarantee
5. Notice of Assignment of Lease & Acknowledgement
6. Deed of Consent
7. Deed of Priority
8. Buildings Insurance Certificate
9. Schedule of Title Deeds
10. Debenure
11. Board Resolution.
12. Letter of ILA
13. Assignment of Rental Income and Notice of Assignment.
14. Source of Funds Declaration.
15. End use of the Funds.
16. Subordination Deed



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BTL MORTGAGE CONDITIONS (2018)

What you need to know about these Conditions:

- these Conditions are legally binding on **You** and any Guarantor
- these Conditions explain what your responsibilities are in relation to the Property
- these Conditions explain what happens if **You** do not pay back the Loan on the terms set out in the Mortgage
- these Conditions and the Mortgage Offer are important documents. If **You** are unsure about what these Conditions or what the Mortgage Offer mean, speak to **Your** legal advisor

YOUR PROPERTY MAY BE REPOSSESSED IF YOU DO NOT KEEP UP PAYMENTS ON YOUR MORTGAGE OR IF YOU DO NOT COMPLY WITH THESE CONDITIONS

In these Conditions unless the content otherwise requires, the following expressions have the following meanings:

The words	The meaning
Capital Mortgage	Repayment A Mortgage (or part) where the Monthly Payments include capital and interest. The Mortgage Offer will state if the Mortgage is on this basis.
Conditions	These BTL Mortgage Conditions (2018), which incorporate the Mortgage Offer.
Debenture	The debenture document (if any) You sign giving us a charge over all Your assets in Our favour (in any event only if You are a corporate entity).
Guarantee	The guarantee document (if any) executed by a Guarantor in Our favour.
Guarantor	Any person who has guaranteed payment to Us of all or any part of the Loan or the performance of all or any of Your obligations under the Mortgage.
Interest Only Mortgage	A Mortgage (or part) where the Monthly Payments are interest only. The Mortgage Offer will state if the Mortgage is on this basis.



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Interest Rate	The rate of interest shown in the Mortgage Offer or the new rate of interest if We change it in accordance with the Mortgage. There may be different rates of interest if there is more than one Mortgage Advance and references are to the relevant rate for the relevant Mortgage Advance.
Loan	The balance of the Mortgage Advance, costs, charges, expenses and unpaid interest on Your account for the Mortgage now or subsequently due or owing from You to Us whether actually or contingently whether as principal or surety and whether solely or jointly with any other person or in any manner whatsoever.
Loan Period	The term specified in the Mortgage Offer. This is the period which begins with the Mortgage Advance Date and ends with the date when You should have repaid the whole or an agreed part of the Loan. We may change the Loan Period in accordance with these Conditions.
LTV	Shall have the meaning ascribed to it in Condition 29.2.
Monthly Payment	The payment which You must make to Us each month under the Mortgage as shall be varied by Us from time to time under the Mortgage.
Mortgage	The agreement between You and Us which is set out in the Mortgage Deed, the Mortgage Offer and these Conditions and the Debenture (if applicable). This gives Us security over the Property in return for Us giving You the Mortgage Advance.
Mortgage Advance	The amount shown as the Mortgage loan in the Mortgage Offer which, subject to these Conditions, is the amount which will be lent (and includes any further Mortgage Advance We make which is secured by the Mortgage).
Mortgage Advance Date	The date of Our cheque or electronic transfer of the whole or any part of the Mortgage Advance.
Mortgage Deed	The document You sign giving Us a charge over the Property.



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Mortgage Offer

Each written offer issued by **Us** to **You** giving the terms on which We have offered to make the Mortgage Advance to **You** together with any other offers or correspondence issued by **Us** to **You** amending the same including offers for any further Mortgage Advance. These include any general offer conditions or special or other conditions incorporated into such offers.

Occupations

Each and all of the leases, tenancies, agreements for leases or tenancy licences or other occupational interests (and any documents supplemental to these including any rent deposit deed) which the Property has the benefit of or is subject to from time to time.

Property

The Property described in the Mortgage or any part or parts of it together with all **Your** estate, rights, title and other interests in such Property and all buildings, structures, fixtures and fittings and the fixed plant and machinery and all fixed apparatus, goods, materials and equipment from time to time on or belonging to it.

Receiver

Any receiver or receiver and manager for the time being appointed by Us under or by virtue of the Mortgage and if more than one receiver or receiver and manager has been appointed, all or any of them.

Rents

Rents or other sums (other than the sums representing or on account of insurance premiums, service charges and the like) payable under any Occupations (including without limitation any Value Added Tax payable on or in respect of the same) and all insurance moneys payable in respect of loss of rents.

Valuation

A valuation of the Property on Our behalf by a valuer approved by Us.

We, Us and Our

State Bank of India (UK) Limited and anyone who takes over any of **Our** legal rights and/or duties under the Mortgage.

You and Your

The person or company named in the Mortgage as the borrower and his, it's or their successors in title and any person (other than a Guarantor) who undertakes the obligations of the borrower.



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Words importing the masculine gender shall include the feminine and neuter genders.
Words importing the singular shall include the plural and vice versa.

Where there are two or more persons included in the expression **You** or **Your** obligations and Conditions expressed as being by, on or affecting **You** shall be held to bind such persons jointly and severally so that each of **You** is fully liable to perform the obligations and be subject to the Mortgage and references to **You** include each and/or every one of **You**.

Any reference to any law or regulation includes any change to or re-enactment of it and all statutory instruments, order and regulations made under it.

Where reference is made to a month this shall be read as a calendar month and where reference is made to a year this shall be a calendar year.

Where reference is made to a corporate entity this shall mean a company, corporation, limited liability partnership or other entity having a corporate structure.

The headings to each provision shall not affect the construction of these Conditions. Reference to a provision is to a provision in these Conditions.

1. **Your Loan**

1.1. **You** agree that the security created by the **Mortgage Deed** is **Our** security not only for the Mortgage **Advance** but also for all the money that **You** now owe **Us** or may owe **Us** in the future on any account. For example, this could include:

- a. The **Loan** and any extra money **You** borrow from **Us**;
- b. Any other item which **You** owe **Us** under the **Mortgage**; and
- c. Interest, costs and expenses.

1.2. These amounts can be owed to **Us** by:

- a. **You** alone;
- b. **You** and another person;
- c. **You** as a guarantor;
- d. **You** actually now or in the future; or
- e. **You** in any way whatsoever.

1.3. **You** agree to pay all of the amounts set out above in accordance with these Conditions.

2. Additional Security

- 2.1. As a continuing security for payment to **Us** of the **Loan** and any other indebtedness **You** owe to **Us**, **You** charge to **Us** with full title guarantee by way of **Mortgage** the benefit of all insurance policies and the proceeds of any proceeds thereunder in relation to the Property, any interest **You** have to and in the Occupations and the Rents together with the benefit of any guarantees, suretyships, indemnities, rent deposits or other security (whether proprietary or by way of personal covenant and whether from a tenant or a third party) from time to time or in respect of any of the Occupations providing that nothing in this condition shall constitute **Us** as mortgagee in possession.

3. Monthly payments

- 3.1. Subject to the rest of these Conditions **You** agree to pay **Us**:
- a. The Monthly Payment for each month;
 - b. Any extra amounts of money which **You** may owe **Us** as set out in the **Mortgage**; and
 - c. The whole of the **Loan** in full by the end of the **Loan Period**.
- 3.2. **You** must make Monthly Payments on the date of each month specified by **Us** from time to time during the **Loan Period** until **You** have repaid the **Loan**.
- 3.3. **You** agree that if **You** have a Capital Repayment Mortgage **We** can use (at our discretion) the Monthly Payments **You** give **Us** to repay any part of the **Loan** however **We** reasonably decide is appropriate even if **You** have asked **Us** to apply it against a particular part of the **Loan**.
- 3.4. If **You** cannot, or if **We** have agreed that **You** do not have to, make a Monthly Payment, **We** will still charge interest at the Interest Rate on the **Loan** unless **We** expressly agree in writing not to.
- 3.5. We may set and vary Monthly Payments from time to time to reflect changes in:
- a. The Interest Rate;
 - b. The **Loan**;
 - c. The payment method;
 - d. The **Loan Period**;
 - e. The date of the Monthly Payments.

You will be notified of any change in Monthly Payments by notice given as set out in accordance with condition 22 save that **You** will receive 14 days' notice of any change to **Your** Monthly Payment. Interest Rate changes will take effect from the first of the month following the date of change.

4. Interest

- 4.1. The Interest Rate **We** will charge **You** will be the rate or rates **We** have told **You** in the Mortgage Offer or as varied under the Mortgage.
- 4.2. The **Mortgage Advance** (or any instalment of it) will bear interest, beginning on the following dates:

- a. Where **We** release the money electronically by BACS, on the second day after the day the **Mortgage Advance** is released;
- b. Where **We** release the money electronically by CHAPS, on the day the **Mortgage Advance** is released;
- c. Where **We** pay the Mortgage Advance by cheque, on the second day after the date of the cheque; and
- d. When calculated for part of any month, interest will be calculated on a daily basis based on the number of days in the said month.

Interest which accrues between that day until the month-end must be paid with the Monthly Payments due in the month following that day.

- 4.3. We calculate interest:
- a. On the **Loan** outstanding at each month-end; and
 - b. Whenever the Interest Rate changes; and
 - c. When any amount is advanced to or becoming owing by **You**.
- 4.4. Interest will continue to be charged at the Interest Rate even if a court makes an order for possession or after **We** obtain judgement, or if **You** give **Us** possession of the Property or if the Property is taken into possession, until the Property is sold and the **Loan** and any other indebtedness is paid in full.
- 4.5.
- a. Any unpaid interest, will be added to the outstanding balance of the **Loan** at the end of the month in which it accrued and interest will be charged upon the **Loan** calculated in accordance with condition 4.3 above; and
 - b. Any unpaid fees and other debits will be added to the outstanding balance of the Loan as such as they are due and interest will be charged upon the Loan calculated in accordance with condition 4.3 above.

- 4.6. **You** agree to pay **Us** interest, at the Interest Rate, on the amount of the **Loan** from the **Mortgage Advance Date**. If **We** keep back part of the **Mortgage Advance**, **We** will only charge interest on the amount **We** have actually lent **You** as well as any other parts of **Loan** (such as fees or expenses) which are accruing interest or **Your** accounts in accordance with these conditions.
- 4.7. If **You** do not pay **Us** interest by the date it is due or when **We** charge **You** interest, **We** will add the unpaid interest to the **Loan** so it becomes part of the **Loan**. From that point on **We** can charge **You** interest, at the Interest Rate, on the part of the **Loan** which represents the unpaid interest.
- 4.8. Depending on the other conditions and providing there are no arrears, **You** agree that if **You** have an Interest Only Mortgage, or if **We** receive more than is necessary to pay the interest due, after the interest has been paid **We** can use the Monthly Payments **You** pay to **Us** to repay any part of the **Loan** as **We** choose even if **You** have not asked **Us** to apply it against any part of the **Loan**.
- 4.9. We can reduce the Interest Rate at any time. The Interest Rate will vary in accordance with the Mortgage Offer. Where the Mortgage Offer states that the Interest Rate is variable but does not track another rate (such as LIBOR or Bank of England Base Rate) then **We** will only increase the Interest Rate for one or more of the following reasons:
- a. In accordance with the Mortgage Offer;
 - b. To reflect changes in general Interest Rates, including the Interest Rates or terms on which similar products are offered by other providers of financial services;
 - c. To reflect any changes or reasonably anticipated changes in the law, regulations or codes of practice or to respond to a decision by a court, ombudsman or regulator;
 - d. To reflect changes to **Our** costs, including administrative costs, costs involved in providing services or facilities or changes in the costs to **Us** of borrowing funds or otherwise funding **Our** loans;
 - e. To reflect a change in the way the Property is used or occupied;
 - f. To reflect a change in the credit risk relating to the **Mortgage** or to **Our** loans generally.

5. Types of Mortgage

- 5.1. If **You** have a Capital Repayment Mortgage the Monthly Payments will be calculated by **Us** to include interest and capital so that the **Mortgage Advance** and all interest will be repaid over and by the end of the **Loan Period**.
- 5.2. If **You** have an Interest Only Mortgage the Monthly Payments will be of interest only. **You** will be liable to repay the Mortgage **Advance** (and any other interest, costs, expenses and charges outstanding) at the end of the **Loan Period** and interest and other costs, expenses and charges will continue to be charged under the Mortgage until payment in full. It is **Your** responsibility to ensure that the value of any savings or investment policy or plan **You** are

relying on to do this will be sufficient to repay the Loan in full at the end of the **Loan Period**. We cannot accept responsibility for any savings or investment policy of plan **You** choose. If the policy or plan does not provide enough to repay the whole of the Loan at the end of the **Loan Period**, **You** will still be responsible for paying what **You** owe.

- 5.3. If the **Mortgage** is in part a Capital Repayment Mortgage and in part an Interest Only Mortgage then the relevant provisions will apply to the relevant parts.
- 5.4. If **You** have an Interest Only Mortgage and (i) any of the events in condition 11.1 occur, of (ii) **You** are unable to repay the **Loan** at the end of the **Loan Period** or (iii) if **You** have not demonstrated that **You** made adequate arrangements (satisfactory to **Us** as a prudent lender) to build up a sum of money with which to repay the **Loan** at the end of the **Loan Period**, **We** may, but are not obliged to, change this to a **Capital Repayment Mortgage**.

6. Your Responsibilities

- 6.1. **You** will at all times during the continuance of the security created by the **Mortgage**:
- a. Put and keep the Property in good and substantial repair and condition and free from defects;
 - b. Not make or permit or allow to be made any alteration or addition to the Property (whether by way of alteration or addition to any building or structure now or in future on the Property or by the erection of any new building or structure of otherwise) nor make or permit or allow to be made any application for planning permission or change in the use of the Property or any part of it;
 - c. Not apply for an improvement grant or grants in respect of the Property;
 - d. Observe and perform and comply with regulations and all laws, orders, directions and all other statutory notices and requirements of any nature relating to or affecting the Property or its use any other part or any business carried on at it;
 - e. Upon receipt of any such notice, order, regulation, direction or requirement of the kind referred to in condition 6.1(d) which (or a copy of which) is served upon **You** or otherwise comes to **Your** notice, deliver a copy to **Us** and at **Your** expenses take such steps as **We** reasonably require in objecting to or appealing against or otherwise challenging any order or proposal affecting the Property;
 - f. Not occupy the Property yourself nor grant or agree to grant any leases or licences or accept a surrender of any leases or licences of the Property nor agree any variations to or any rent reviews pursuant to any such leases or licences except that **You** can grant one or more assured shorthold tenancies in accordance with condition 7;

- g. Comply with **Your** obligations as landlord, and not grant any licence or consent to a tenant without **Our** prior consent in writing on the understanding that if under the terms (express or implied) of the lease **Your** consent is not to be unreasonably withheld, such consent on **Our** part shall not be unreasonably withheld;
- h. Unless permitted by condition 6.1(f) not part with possession or occupation of the Property or part of it or share such possession or occupation;
- i. Where the Property is leasehold, pay the rent reserved by the lease, duly and punctually and in the same manner observe and perform all the covenants and conditions on the part of the tenant and not without **Our** prior written consent (not to be unreasonably withheld or delayed) agree to any amendments of the lease under which the Property is held;
- j. Not without **Our** prior written consent convey, assign, transfer, **Mortgage** or otherwise dispose of the Property or part of it nor agree to do any of the foregoing acts and **You** will apply to the Chief Land Registrar in the **Mortgage Deed** for entry of the following restriction in the Proprietorship Register of the Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE] in favour of State Bank of India (UK) Limited referred to in the charges register."

- k. Not without **Our** prior consent (not to be unreasonably withheld or delayed) exercise any option, election or discretion to transfer the right to recover any value added tax nor to exercise any option to tax or to levy value added tax on any supplies made in respect of the Property.

7. Terms of Occupations

- 7.1. For the avoidance of doubt, provided **You** comply with conditions 7.3 to 7.7 below, **Our** consent to any tenancy, letting or sharing of possession of the Property will not be required. However, **We** may give notice to **You** at any time and from the date of the giving of that notice **You** will need to obtain **Our** consent as set out below in condition 7.2.
- 7.2. In the event **You** fail to comply with these Conditions or **You** are given notice by **Us** under condition 7.1 above, **You** must obtain **Our** consent to any tenancy, letting or sharing of possession to the Property or part of it.
- 7.3. Without limiting the duty on **You** under condition 7.2 above any tenancy, letting or sharing of possession of the Property must be on the following terms:
 - a. The letting must only allow the Property to be used as a private dwelling for occupation of the tenant and the tenant's immediate family for residential purposes.
 - b. The Property must be let as a whole and no alterations are made to allow it to be let as separate self-contained units.

- c. The letting must not confer any security of tenure on the tenant(s) beyond the end of the contractual term of the tenancy agreement.
- d. The letting must not be for less than six months and not be for more than 12 months in writing to **Us**.
- e. Any tenancy agreement must (i) be in the form of an assured shorthold tenancy (as defined in the Housing Act 1996) and (ii) contain no terms which can adversely affect **Our** interest in the Property under the **Mortgage**.
- f. The tenancy agreement must provide that no sub-letting is allowed.
- g. The tenancy agreement must not contain an option allowing the tenant to renew the tenancy agreement upon expiry.
- h. The tenancy agreement must provide for the tenant to pay all usual utility bills and council tax for the Property.
- i. The tenancy agreement must include a provision allowing **You** to terminate the tenancy early if the tenant is in breach of any term of the tenancy agreement.
- j. The rent under the tenancy agreement must not be less than the open market rental value of the Property. Rent must be payable either weekly or monthly and in advance.
- k. The following clause must be included within all future tenancy agreements in relation to the Property: *'this property is subject to a mortgage in favour of State Bank of India (UK) Limited. It is irrevocably agreed between the parties that the tenant will, if so required by State Bank of India (UK) Limited or the landlord, make rental payments (in full or in part) directly to State Bank of India (UK) Limited in a manner duly specified at the time of any such request'*.
- l. Any deposit must be held by a body approved by the Government pursuant to the requirements of the Housing Act 2004.
- m. References about ability to pay the rent and character must be obtained for the proposed tenant(s) and must be made available to **Us** when **We** ask for them.
- n. If there is more than one tenant, **You** must get all tenants to sign one tenancy agreement providing that each of the tenants is jointly and severally responsible for all of the rent and carrying out all of the obligations.
- o. **You** must tell the insurers about the tenancy if **Your** insurance requires this.
- p. **You** must get **Your** landlord's permission if **Your** Property is leasehold and **Your** lease requires this.
- q. **You** must make sure that **You** and any agent **You** appoint comply with all legislation and any regulations and obtain any necessary licences, permits, authorisations and consents which may apply or be required in relation to letting properties.

- r. **You** must not change the terms of the tenancy without **Us** agreeing in writing.

If the Property has a tenant when **You** buy it, the existing tenancy must be consistent with the above conditions and **You** must comply with the above conditions in relation to that existing tenancy.

- 7.4. Without limiting **Your** duty to obtain **Our** consent under condition 7.2, please note that the following are unacceptable as tenancy arrangements:

- a. Arrangements constituting the Property being a house in multiple occupation;
- b. Holiday lets;
- c. Sale and rent back

and the following are unacceptable as tenants:

- a. **Your** family members (including for example **Your** spouse, civil partner, parents, grandparents, siblings, children, grandchildren, children of **Your** siblings or grandparents);
- b. People entitled to diplomatic immunity;
- c. People who are in receipt of housing benefits or other types of state support;
- d. Councils, registered housing providers or such similar organisations where the Property will be used as emergency accommodation;
- e. People who are asylum seekers;
- f. People who do not have a valid right to occupy the Property in accordance with the provisions of the Immigration Act 2014.

- 7.5. **You** must do whatever is legally necessary to ensure that **Your** tenants carry out their obligations under the tenancy agreement and do not waive or release or vary these without **Us** agreeing in writing;

- 7.6. **You** must let **Us** know if the Property is unoccupied for 28 or more consecutive days;

7.7. The criteria for tenancies or tenants **We** set down in this condition 7 can be varied by **Us** by notice in writing at any time to reflect:

- a. Changes or reasonably anticipated changes in law, regulation and guidance;
- b. Changes **We** introduce to **Our** standard policies acting as a reasonable and prudent lender.

8. Responsibilities in respect of your Letting Business

8.1. **You** will at all times:

- a. Conduct and carry on **Your** letting business in a proper and efficient manner and keep or cause to be kept proper books of account relating to such business and when required produce the same to **Us** and where **You** are a company or limited liability partnership keep such books of account and all other documents relating to **Your** company or limited liability partnership affairs at its place of business and punctually pay, as the same become due, all debts and liabilities which by law would have priority to all or any part of the security created by the **Mortgage**;
- b. Punctually pay or cause to be paid all rents, rates, taxes, duties, assessments and other outgoings payable in respect of **Your** letting business, its Property and assets and, when required, produce to **Us** the receipts for such payments;
- c. Comply with all requirements as to filing returns and audited accounts and other notices or documents which are required to be filed at Companies House and, at the same time as filing the same at Companies House, supply copies of them to **Us**;
- d. Where **You** are a company, **You** will notify **Us** and obtain **Our** approval (not to be unreasonably withheld or delayed) of any proposed change in the directors of the company or shareholding and if so requested by **Us** procure a guarantee from any new director(s) approved by **Us**;
- e. Where **You** are a limited liability partnership, **You** will notify **Us** and obtain **Our** approval (not to be unreasonably withheld or delayed) of any proposed change to the the members of the limited liability partnership and if so requested by **Us** procure a guarantee from any new member(s) approved by **Us**;
- f. Where **You** are a company **You** will not while the **Loan** is outstanding repay any directors' loans made to **You** without **Our** prior written consent; and
- g. Where **You** are a limited liability partnership **You** will not while the Loan is outstanding repay any members' loans made by **You** without **our** prior written consent.

9. Property Insurance Obligations

- 9.1. **You** must arrange insurance of the Property and keep it insured at **Your** own expense for its full rebuilding cost (being the full cost of rebuilding the Property to its original form (or as close to it as is reasonably possible), including site clearance, all professional fees and the cost of meeting all planning, local authority and other legal and regulatory requirements plus VAT) and **We** may require that we approve the insurer, risk and terms of this insurance. The insurance must either be:
- composite insurance where the Property is freehold; or
 - name us as the loss payee in respect of the Property during the subsistence of the Loan or (where the landlord of the Property will not agree to this) note our interest on the policy where the Property is leasehold; or
 - in such other form as **We** may require.
- 9.2. If the Property is leasehold and the lease says that the landlord insures or the tenant must insure with a specific insurance company, **We** will accept this as long as **You** agree to:
- a. Make sure that the landlord complies with insurance provisions in the lease;
 - b. Make certain that the insurance is on the same terms as set out in condition 9.1; and
 - c. Make certain that **Our** interests are endorsed on the insurance policy. If **You** are not allowed to make this endorsement, **You** must inform the insurance company about **Our** interest.
- 9.3. If **You** fail to insure the Property or procure the landlord does so **We** may but shall not be obliged to do so. We may add the cost of obtaining such insurance to the **Loan** and interest will be charged on this amount.
- 9.4. **You** shall provide **us** on an annual basis with a copy of the latest insurance certificate.
- 9.5. In the event of an insurance claim being made in respect of the Property **We** reserve the right to approve the terms of any settlement **You** reach with the insurer. Any money paid directly to **You** by the insurers will be held by **You** on trust for **Us** and promptly paid to **Us** upon **Our** request. Subject to the provision of any lease or other title document under which **You** hold an interest in the Property, the settlement money shall be used as **You** may decide either to reinstate the Property or in or towards payment of the **Loan** in full. If **You** decide to use the money to reinstate the Property **We** can keep the money whilst the repairs or rebuilding are being carried out and only release the money by stage payments as the repairs or rebuilding progress. If the money is not sufficient to pay for the repairs or rebuilding in full **We** shall not be obliged to release any (more) funds. If **You** use the money to pay off the **Loan** and there is a surplus after the **Loan** and any other amounts secured by the **Mortgage** have been paid, **We** may forward the surplus to a second chargee of whom **We** are aware or to any other person entitled to receive it. If the money is not sufficient to pay the **Loan** in full, **We** may take action to recover the shortfall.

10. Compliance with Your Property Responsibilities

10.1. **You** will permit **Us** and any person **We** appoint to enter in or upon the Property or any part of it at any time upon reasonable prior notice:

- a. To view the state and condition of the Property and verify the performance by **You** of **Your** obligations under the **Mortgage**;
- b. To execute any works and do anything to ensure compliance with any obligation under the **Mortgage** if **You** have not done so; and
- c. To comply with any legal requirement, order, direction, requisition, permission, notice or other matter and to do all acts and things **We** reasonably require to comply if **You** have not done so.

11. Default and Enforcement

11.1. On any of the following events the security constituted by the **Mortgage** shall become immediately enforceable without further notice to **You**. We shall cease to be under any further commitment to **You**. We shall cease to be under any further commitment to **You** to make any Mortgage Advance and the **Loan** shall immediately become due and payable without the necessity on **Our** part of making any demand for payment and the provisions of the **Mortgage** regarding enforcement of the security shall apply:

- a. **You** fail to make any Monthly Payment or any other payment which **You** should make under the **Mortgage**, in each case when due or within a reasonable period of **Us** requesting **You** to do so;
- b. **You** are in breach of any of **Your** material covenants or obligations under the **Mortgage** or any other security document in **Our** favour either when that obligation is due or within a reasonable period of **Us** requesting **You** to do so;
- c. Where **You** fail to comply with any request for payment or additional security under condition 26 in accordance with provisions of that condition;
- d. An encumbrancer takes possession or a receiver or similar officer is appointed in respect of the whole or any part of **Your** assets and undertaking or those of any Guarantor;
- e. Distress or execution or other process is levied or enforced upon or against any of **Your** or any Guarantor's property or assets;
- f. The security constituted by any security document, mortgage, floating charge or charge (other than the **Mortgage**) created by **You** or any Guarantor shall become enforceable;
- g. Any indebtedness or obligation of **Yours** or any Guarantor for borrowed money (other than the **Loan**) shall become due and payable prior to the stated date for maturity;

- h. Any statement, representation or warranty made by or on behalf of **You** or any Guarantor proves to be incorrect or inaccurate;
- i. It becomes unlawful for **You** or **Your** Guarantor or **Us** to perform obligations under the **Mortgage** or any other security document in **Our** favour or guarantee either in whole or in part;
- j. Any licence, authorisation, consent or registration at any time necessary to enable **You** to comply with its obligations to **Us** or to carry on **Your** business in the normal course is revoked, withheld, materially modified, fails to be granted or perfected, or ceases to remain in full force and effect;
- k. If **You** occupy the Property yourself or if (without **Our** prior written consent) the Property is vacant or remains unoccupied for a period of 28 days or more;
- l. If the **LTV** exceeds the percentage agreed in your **Mortgage Offer** and **You** fail to repay to **Us** such part of the **Loan** so that the **LTV** no longer exceeds the agreed percentage within 10 days of **Us** requesting such payment in writing;
- m. Any event happens which has been agreed or in the future is agreed in writing between **You** and **Us** whether and in the terms of a Mortgage Offer or otherwise as an event of default upon the happening of which the security constituted by the **Mortgage** and/or any other security for all the **Loan** shall become enforceable;
- n. Any circumstances arise which give grounds, in **Our** reasonable opinion, for the belief that either **You** or any Guarantor may not (or may be unable to) perform or comply with their obligations under the **Mortgage** or a guarantee;
 - In addition, but only where **You** and/or the Guarantor is an individual or individuals;
- o. If **You** or any Guarantor applies to the Court for an Interim Order under Part VIII of the Insolvency Act 1986 or calls or a nominee calls a meeting of creditors or any of them for the purposes of considering any agreement, scheme, compromise, moratorium or composition with creditors or any of them or enters into any such arrangement scheme, compromise, moratorium or composition or presents or has presented against him a petition for a Bankruptcy Order under the Insolvency Act 1986 or is otherwise declared bankrupt in the United Kingdom or elsewhere or **You** are unable to or admit **Your** inability to pay debts as they fall due;
- p. If **You** or any Guarantor dies;
 - In addition, where **You** and/or any Guarantor is a corporate entity (including a limited liability partnership);
- q. **You** or any Guarantor has a petition for an Administration Order presented against it or resolves in General Meeting to present a petition for an Administration Order or **Your** directors or Your members (in the case of a limited liability partnership) or any Guarantor's directors resolve to present a petition for an Administration order;



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- r. **You** or any Guarantor calls a meeting of creditors or any class of them or makes an application to the Court under section 895 and 896 of the Companies Act 2006 or calls or any nominee calls a meeting of **Your** or any Guarantor's creditors or any class of them for the purpose of submitting to them a proposal pursuant to Part I of the Insolvency Act 1986 or enters into any arrangement, scheme, compromise, moratorium or composition with creditors or any of them or suffers any distress or execution to be levied on the Property or any of **Your** other assets or any Guarantor's assets in the United Kingdom or elsewhere or **You** are or are found to be insolvent or are unable to or admit **Your** inability to pay debts as they fall due;
- s. **You** or any Guarantor calls a meeting of members or creditors for the purpose of considering a resolution that **You** or any Guarantor be wound up voluntarily (other than a members voluntary winding up for the purpose of a reconstruction or amalgamation which has received **Our** prior written consent) or **You** or any Guarantor have a winding up petition presented against **You** or it or is wound up voluntarily or compulsory in the United Kingdom or elsewhere;
- t. Any change is made in the legal or beneficial ownership of all or any of **Your** or the Guarantor's shares or there is any change of control of **You** or any guarantor's shares or there is any change of control of **You** or any Guarantor without **Our** prior written consent;
- u. **You** or any Guarantor cease or threaten to cease to carry on the whole or substantial part of **Your** or any Guarantor's business or sell, or threaten to sell, or otherwise dispose of, or threaten to dispose of, all or a material part of **Your** or any Guarantor's assets (other than in the normal course of trading) whether by one or a series of transactions, related or not;
- v. Any other event or series of events or any circumstances whether related or not (including but without limitation any adverse change in **Your** or any Guarantor's business, assets or financial condition) occur(s) or arise(s) which, in **Our** opinion, may have a material adverse effect on **You** or any Guarantor or **Your** or any Guarantor's ability or willingness to perform or comply with any of **Your** or its obligations under the Mortgage or Guarantee (as applicable);
- In addition where appropriate any event referred to in this provision shall be deemed to also refer to a similar event in accordance with the laws of any other jurisdiction.

12. Enforcement

- 12.1. Section 103 of the Law of Property Act 1925 shall not apply to the **Mortgage** and the security constituted by the **Mortgage** shall become immediately enforceable and the power of sale and other powers conferred on mortgagees by the Law of Property Act 1925 as varied or extended by the **Mortgage** shall arise on the execution of the Mortgage and be exercisable at any time after the **Loan**, the other moneys secured by the **Mortgage** or any part of this becomes due and remains unpaid without the restrictions contained in that Act as to the giving of notice or otherwise.
- 12.2. Notwithstanding any provisions contained in the **Mortgage** or any other document, the **Loan** shall be deemed to have become due and payable within the meaning of Section 101 of the Law of Property Act 1925 immediately on the execution of the **Mortgage Deed**.
- 12.3. The restriction of the right of consolidating **Mortgage** securities which is contained in Section 93 of the Law of Property Act 1925 shall not apply to the **Mortgage**.
- 12.4. For the purpose of Section 99 of the Law of Property Act 1925 the expression "Mortgagor" shall include any encumbrancer deriving title and subsection (18) of Section 99 of the Law of Property Act 1925 shall not apply.

13. Early Repayment

- 13.1. If **You** repay the whole or part of the **Loan** before the end of the agreed **Loan Period** or if the **Loan** becomes due and payable under condition 11, an early repayment charge may apply. This will be set out in the Mortgage Offer.

14. Discharge of Security

- 14.1. Upon irrevocable payment by **You** to **Us** of the **Loan** and any other amounts secured by the **Mortgage** in full, **We** will at **Your** request and cost duly discharge the **Mortgage** and release the Property charged by it. The **Mortgage** will be security for all the money that **You** owe or will owe **Us** on any account. We will not release any Property **We** are holding as security until **You** have paid **Us** all the money **You** owe.

15. Receivers

- 15.1. At any time after having been requested so to do by **You** or after the occurrence of any of the events specified in condition 11, **We** may appoint one or more persons to be a Receiver (which expression includes in the case of a borrower being a corporate entity an administrative receiver) or receivers of the whole or any part of the Property.
- 15.2. We may (a) remove any Receiver previously appointed under the **Mortgage** and (b) appoint another person or other persons as Receiver or Receivers either in the place of a Receiver so removed or who has otherwise ceased to act or to act jointly with a Receiver or Receivers previously appointed under the **Mortgage** (but with the powers to act separately set out in condition 15.3).
- 15.3. If at any time and by virtue of any such appointment(s) any two or more person shall hold office as Receivers of the same assets or income each one or such Receivers shall be

entitled (unless the contrary shall be stated in any of the deed(s) or other instrument(s) appointing them) to exercise all the powers and discretions hereby conferred on Receivers and executed any documents individually or together.

- 15.4. Every such appointment or removal and every delegation appointment or removal by **Us** in the exercise of any right to delegate powers or to remove delegates contained in these conditions may be made either by deed or by instrument in writing under the hand of any of **Our** officers or any person authorised in writing in that behalf by any such officer.
- 15.5. Every Receiver for the time being holding office by virtue of an appointment made by **Us** shall (subject to any limitations or restrictions expressed in the deed to other instrument appointing him but if **You** are a corporate entity notwithstanding that **You** may have been wound up or an administration order or voluntary arrangement has been made against **You** or **You** are dissolved) have in relation to the Property or as the case may be that part of the Property in respect of which he is appointed:
- a. All the powers (as varied and extended by the provisions of these conditions) conferred by the Insolvency Act 1986 and the Law of Property Act 1925 and on mortgagors and mortgagees in possession, Administrators, Receivers and Administrative Receivers appointed under those Acts or on **Us** under the **Mortgage** and;
 - b. Power in the name or on behalf of and at **Your** cost to exercise all the powers and rights of an absolute owner and do or omit to do anything which **You** could do yourself as an absolute owner and irrespective of any such winding up, administration or voluntary arrangement.
- 15.6. In addition and without limiting the general powers or rights every Receiver for the time being holding office by virtue of an appointment made by **Us** shall (notwithstanding that **You** may have been wound up or an administrative order or voluntary arrangement has been made against **You** or **You** have been dissolved) have the following powers:
- a. Power to carry on and manage or concur in the carrying on and management of the whole or any part of **Your** business as if he were the absolute beneficial owner thereof including the power where **You** are a corporate entity and have one or more subsidiaries of supervising controlling and financing such subsidiary or subsidiaries and its or their business or businesses and the conduct thereof;
 - b. Where **You** are a corporate entity power to promote or otherwise acquire the share capital of anybody corporate with a view to such body corporate becoming **Your** subsidiary and purchasing, leasing or otherwise acquiring an interest in the whole or any part of the Property or carrying on any business in succession to **You** or any of **Your** subsidiaries;
 - c. Power to take possession of or get in the Property and where **You** are a corporate entity for that purpose to make or to require **Your** directors to make calls upon the holders of **Your** share capital in respect of any such capital which remains uncalled and to enforce payment of calls so made and any previous unpaid calls by taking proceedings in **Your** name;

- d. Power to demolish, alter, improve, develop, complete, construct, modify, refurbish the whole or any part of the Property and the fixtures and fittings on it to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which **You** were concerned or interested in prior to his appointment, being a project for the demolition, alteration, improvement, development, completion, construction, modification, rebuilding or reinstatement, refurbishment, or repair of the Property (or any part of it) and the fixtures and fittings thereon;
- e. Power to repair, maintain, redecorate, fit out and furnish the Property or any part thereof and all of the fixtures and fittings on it;
- f. Power to provide all services (including without limitation, heating, lighting and cleansing) which may be deemed expedient in relation to the occupation nor management of the Property;
- g. Power to enter into perform, repudiate, rescind, vary, modify, assign, sublet or novate any contract or agreement, option agreement, agreement for lease, building contract, or professional appointment or otherwise for or which relates in any way to the Property or any part of it or any fixtures or fittings thereon and to appoint, hire and employ and to remunerate such contractors, advisers, professionals, agents, servants, attendants, managers, officers, workmen and others upon such terms and at such salaries fees or remuneration and generally in such manner as he shall think fit and to discharge such persons;
- h. Without the need to observe the restrictions imposed by Section 103 of the Law of Property Act 1925 or any need to observe all or any of the restrictions or other provisions of Section 99 of such Act to sell or transfer or concur in selling or transferring, lease or concur in leasing, accept or concur in accepting surrenders of leases, terminate or concur in terminating leases, surrender or concur in surrendering leases, grant or concur in granting licences, terminate or concur in terminating licences in each case, of the Property in respect of which the receiver is appointed in such manner and generally on such terms and conditions as he thinks fit, and to carry any such sale, transfer, leasing, termination, surrender or licensing into effect by conveying, assigning, leasing, accepting, surrenders, terminating, surrendering or licensing;
- i. Power to sever fixtures and fittings from the Property and sell the same separately from the premises to which they are affixed or in which they are contained;

- j. Power to carry any sale, lease or other disposal of any land or buildings and other Property and assets into effect by conveying, transferring, assigning or leasing in **Your** name and for that purpose to enter into covenants and other contractual obligations in the name of and so as to bind **You**;
- k. Power to acquire any interest in any real or personal Property which he may consider necessary or desirable to acquire in order to maintain or enhance the value of the Property and any part of it and to grant or surrender easements, covenants and licences and to make exchanges and to enter into any agreements for the revision of boundaries;
- l. Power to make any arrangement of compromise or claims as he shall think fit;
- m. Power to effect and renew any insurances which he shall deem expedient;
- n. Power to take or defend proceedings whether in **Your** name or otherwise as the Receiver may think fit including proceedings for **Your** compulsory winding up and proceedings for directions under Section 35(1) of the Insolvency Act 1986;
- o. Power to employ, engage and appoint such managers, contractors and other personal and professional advisers and consultants on such terms as he shall think fit including without limitation power to engage his own firm in the conduct of the receivership;
- p. Power to make such elections for value added tax purposes as the Receiver shall in his absolute discretion think fit;
- q. Power to raise or borrow money from **Us** or any other person to rank for payment in priority to the security constituted by or pursuant to the **Mortgage** and with or without a **Mortgage** or charge on the Property or any part of it and generally on such terms and conditions as he may think fit and no person advancing any such moneys shall be concerned to enquire as to the propriety or purpose of the exercise of this power or to see to the application of any moneys so raised or borrowed;
- r. Power to apply and obtain planning permissions in respect of the Property including without limiting the generality of the foregoing entering into any agreements in connection with the same; and
- s. Power to divide or convert the Property into as many flats and/or maisonettes as he shall think fit and then to sell such flats and/or maisonettes individually or in any combination using any method for such sales as he shall think appropriate and without limiting them he shall have power:
 - (i) to grant leases and/or tenancies of the Property and to grant renewals or accept surrenders of any leases or tenancies at or for such rents, premiums and considerations and upon such terms and conditions including provisions for the review of rent and the granting of long leases at a premium with or without a ground rent reserved as he shall in his absolute discretion think fit;

(ii) to form a management company or companies for the management of the Property and to grant shares in such company or companies and to transfer the freehold of the Property to such company or companies on any terms which he considers appropriate.

t. Power to do all such other things as may seem to the Receiver to be incidental or conducive to any other power vested in him or to be conducive to the realisation of the security constituted by or pursuant to the **Mortgage**.

15.7. Every Receiver so appointed shall be deemed at all times and for all purposes to be **Your** agent and **You** shall be solely responsible for his acts and defaults and for the payment of his remuneration.

15.8. Every Receiver so appointed shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and **Us** (or failing such agreement to be fixed by **Us**) appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted in accordance with his current practice or the current practice of his firm and without being limited to the maximum rate specified in Section 109(6) of the Law of Property Act 1925.

16. **Application of Moneys**

16.1. All money arising from the exercise of the powers of enforcement of the security constituted by or pursuant to the **Mortgage** shall be applied, after the discharge all sums, obligations and liabilities having priority to them, in the following manner and order:

- a. In or towards payment of costs, charges and expenses of and incidental to the appointment of any Receiver under the **Mortgage** and his remuneration;
- b. In or towards payment of all such costs, charges, losses, expenses and other sums as are mentioned in condition 19;
- c. In or towards payment or discharge of the **Loan**; and
- d. In payment of any surplus to **You** or any other person entitled thereto.

16.2. All moneys from time to time received by **Us** from **You**, any Guarantor or any person or persons or corporate entity liable to pay the same or from any Receiver or otherwise on the realisation or enforcement of the security constituted by the **Mortgage** may be applied by **Us** either as a whole or in such proportion as **We** think fit to any account or item of account or any transactions to which the same may be applicable.

17. Our Powers

- 17.1. Without prejudice to any other of **Our** rights, powers or remedies howsoever arising all or any part of the powers, authorities or discretions conferred expressly or impliedly upon a Receiver of the whole or any part of the Property (whether arising under the **Mortgage** or otherwise) may be exercised by **Us** in respect of the whole or any part of the Property at any time after the occurrences of an event specified in condition 11.
- 17.2. If **We** or any Receiver enter into possession of the whole or any part of the Property **We** or the Receiver may from time to time go out of possession.
- 17.3. Neither **We** nor any Receiver appointed under the **Mortgage** shall be liable as mortgagee or mortgagee in possession to account to **You** for anything except actual receipts by **Us** or the Receiver, or be liable for any loss or damage arising from any realisation of the Property, or for any act or default or omission by **Us** or the Receiver in relation to the Property, or any exercise or non-exercise by **Us** or the Receiver of any power, authority or discretion conferred on **Us** or the receiver in relation to the Property unless such loss or damage shall be caused by **Our** own fraud or negligence or the fraud or negligence of the Receiver.

18. Power of Attorney

- 18.1. **You** hereby irrevocably appoint the following:

- a. **Us**;
- b. Each and every person to whom **We** shall from time to time have delegated the exercise of the power of attorney conferred by this provision; and
- c. Any Receiver appointed under the **Mortgage** and for the time being holding office such as:

Jointly and also severally to be **Your** attorney or attorneys and in **Your** name and otherwise on **Your** behalf and as **Your** act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required (or which **We** or any Receiver appointed under the **Mortgage** shall consider expedient or desirable) for carrying out any obligation imposed on **You** by or pursuant to this **Mortgage** and generally for enabling **Us** or the receiver to exercise the respective powers conferred on **Us** or the Receiver by or pursuant to the **Mortgage** or by law and **We** and the Receiver shall have full power to delegate the power conferred on them by this provision but no such delegation shall preclude the subsequent exercise of such power by **Us** or the Receiver or preclude **Us** or the Receiver from making a subsequent delegation to some other person any such delegation may be revoked by **Us** or the Receiver at any time.

- 18.2. **You** shall ratify and confirm all transactions entered into by **Us** or such Receiver or Delegate of ours in the exercise or purported exercise of **Our** or such receiver's respective powers and all transactions entered into documents executed and things done by **Us** or such receiver or delegate by virtue of the power of attorney given by condition 18.1 and shall at **Our** request from time to time or the request of any such person or Receiver as is referred to in condition 15.1 enter into and duly execute such further power or powers of attorney (with the necessary amendments) in the form of this condition 18 as may be requested.
- 18.3. The power of attorney granted by this provision as regards **Us**, **Our** delegates and any such Receiver (as **You** hereby acknowledge) is granted irrevocably and for value as part of the security constituted by the **Mortgage** to secure proprietary interests of and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971.
19. **Costs and Expenses**
- 19.1. **You** must pay to **Us** all reasonable costs and expenses that:
- a. **We** can demonstrate have arisen reasonably;
 - b. **We**, any person **We** appoint under condition 15, **Our** conveyancers surveyors or agents have paid or agreed to pay; and
 - c. Have arisen in connection with the Property or the **Mortgage**.
- 19.2. These costs and expenses will also include the costs **We** have charged **You** for the administrative work of **Our** staff dealing with, among other things:
- a. Arrears on **Your** account;
 - b. **Your** requests for **Our** approval either under these conditions or otherwise (whether or not **We** give **You** **Our** approval);
 - c. Storing title deeds and documents;
 - d. Giving **You** copies of any deeds or documents or policies **We** keep for **You**;
 - e. Approving and executing deeds for any purpose including releasing any security.
- 19.3. We may make changes for **Our** costs and expenses by reference to a tariff. This tariff changes from time to time and **We** will send **You** the most recent copy free upon request.
- 19.4. We can amend or introduce a charge for one or more of the following reasons:
- a. To reflect in a proportionate manner any changes or reasonably anticipated changes in the law, regulations or codes of practice or to respond to a decision by a court, ombudsman or regulator;

- b. To reflect in a proportionate manner changes which **We** may make in any activity **We** carry out or the services **We** provide or to provide new services; or
- c. To reflect, in a proportionate manner, the costs which **We** reasonably incur in providing relevant services and carrying out relevant activities.

19.5. Before **We** change or introduce a charge for such a reason **We** will let **You** know under condition 22.

19.6. **You** must pay all costs and expenses **We** refer to in this condition 19 when **We** demand. Until **You** repay them **We** will add them to the **Loan** plus any interest that accrues at the Interest Rate, from the date when the costs and expenses arose until **You** repay them. Until **You** repay them they will be secured on the Property. Although **We** will add the costs and expenses to the **Loan** where they will accrue interest from the date they are added, **You** will not incur extra interest if **You** pay **Us** the costs as soon as they arise.

20. Removal of Goods

20.1. This provision shall have effect only if **You** are not a corporate entity and shall apply to all moveable plant, machinery and other equipment, tools, furniture, vehicles, stock in trade, implements and other goods ("Goods") now or from time to time placed on or used in or about the Property.

20.2. At any time after having taken possession of the Property or any part thereof **We** or any Receiver appointed by **Us** is hereby authorised as **Your** agent to dispose of, remove, store, sell at such price as **We** shall deem reasonable or otherwise deal with the goods and may pending such disposal, removal, storage, sale or other dealing use the Goods for a reasonable period of time and (without prejudice to the obligation to account for the proceeds of any sale of goods to **You**) **You** will reimburse **Us** or any receiver against any liability arising from such disposal, removal, storage, sale or other dealing.

20.3. Nothing contained in this provision shall give **Us** any right in respect of the Goods or the proceeds from the sale of the Goods which would constitute the **Mortgage** as a bill of sale.

21. Protection of Purchasers

21.1. No purchasers, mortgagees or other person or company dealing with a Receiver or **Us** shall be concerned to enquire whether any power exercised or purported to be exercised by the Receiver or **Us** has become exercisable or whether any money is due on the security of the **Mortgage** or as to the propriety or regularity of any sale by or other dealing with the Receiver or **Us** but any such sale by or dealing shall be deemed to be within the powers conferred by the **Mortgage** and to be valid and effectual accordingly and all of the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with the Receiver or **Us**.

22. Notices

22.1. Every notice, request, demand or other communication to or upon **You** shall be given or sent by letter and shall be deemed to have been given or made (and received) twenty-four hours after being posted first-class postage prepaid (unless delivered by hand at the address of the addressee in which case it shall be deemed to have been given or made (and received) at the time of delivery).

22.2. Every notice, request, demand or other communication to **Us** shall be given or sent by letter to **Us** (marked for the attention of State Bank of India (UK) Limited, PO Box 1018, Ipswich, Suffolk, IP1 9WU or at such other address as **We** may designate from time to time by notice to **You** and service shall take place upon actual receipt of such letter or letters.

23. **Certificate Conclusive and Miscalculations and/or Mistakes**

23.1. A statement of the total amount of the **Loan** or as to any applicable rate of Interest Rate prepared and signed by one of **Our** authorised officers will be taken as a correct statement unless there is an obvious mistake.

23.2. Any statement or information concerning the **Loan** that **We** supply to **You** before or after the discharge of the **Mortgage** will not prejudice **Our** security if it contains errors or omissions.

23.3. Any discharge **We** execute in respect of the **Mortgage** will not discharge **You** from liability if **We** subsequently find that on repayment **We** under-calculated or understated by mistake the amount of the **Loan**.

23.4. Unless **You** were party to or knew or should have known of the mistake, **We** will not rely on condition 23.3 unless **We** tell **You** in writing within 90 days of the date **We** execute the discharge.

23.5. **We** will not seek to recover money from **You** where **You** are legally entitled to keep it.

24. **No Waivers, Remedies Cumulative**

24.1. No failure to exercise, nor any delay in exercising on **Our** part any right or remedy under the **Mortgage** or any other document will operate as a waiver of such right or remedy nor will any single or partial exercise of any right or remedy preclude any other or further exercise of any other right or remedy. The rights and remedies provided in the **Mortgage** are cumulative and not exclusive of any rights or remedies provided by law. In the event that any matter falls within the scope of more than one of the provisions of the **Mortgage** nothing shall prevent **Us** from enforcing against **You** the more (or most) stringent provision.

25. **Set off, Suspense Account and Severability**

25.1. **You** authorise **Us** to apply the credit balance to which **You** are entitled on any account with **Us** or any other moneys due and payable by **Us** to **You** in satisfaction of any sum due and payable from **You** to **Us** under the **Mortgage** or forming part of the **Loan**.

25.2. All moneys received, recovered or realised by **Us** under the **Mortgage** may in **Our** discretion be credited to any suspense account and may be held in such account for so long as **We** may think fit pending their application in or towards discharging the **Loan**.

25.3. No other provision of the **Mortgage** nor the security constituted by the **Mortgage** shall be discharged or affected by the total or partial invalidity, illegality of or defect in any of **Our** rights.

26. Further Assurance and Security

26.1. **You** shall from time to time execute and do all such assurances, acts and things as **We** may require for protecting the security over the Property or for facilitating the realisation of the whole or any part of the Property and the exercise of all powers, authorities and discretion vested in **Us** or a Receiver and shall in particular execute all transfers, conveyances, assignments, assurances or any other deeds, agreements or documents in respect of the whole or any part of the Property whether to a third party or to **Us** or **Our** nominees or otherwise and give all notices, orders and directions **We** or a Receiver may think expedient and for the purpose of this provision a certificate in writing by **Us** or a Receiver to the effect that any particular transfer, conveyance, assignment, assurance or any other deed, agreement or document required is reasonably required shall be conclusive evidence of such fact.

26.2. **You** shall at all times during the subsistence of the security constituted by the **Mortgage**:

- a. Give notice of **Your** desire to have an extended lease or replacement lease of the Property;
- b. Send a copy of such notice to **Us**; and
- c. Within one month of execution of any extended or replacement lease of the Property **You** (irrespective of whether any of the above conditions have been complied with) will deposit that lease with **Us**. In addition, if **We** require, **You** will at **Your** expense execute a new charge by way of legal **Mortgage** to **Us** of all **Your** estate in the Property under and by virtue of that lease.

26.3. If **You** acquire any superior interest in the Property or acquire an interest in any freehold or leasehold Property adjoining or near to the Property **You** will promptly inform **Us** in writing and if **We** require **You** will at **Your** expense execute a new legal charge by way of legal **Mortgage** in **Our** favour of that superior interest or freehold or leasehold Property. Every new legal charge shall contain similar provisions to those contained in the **Mortgage**.

27. Governing Law

27.1. The **Mortgage** shall be governed by the laws of England and Wales and **You** hereby agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

28. Assignments and Disclosure

28.1. We may at any time assign and/or transfer to any person all or any part of **Our** rights under or in respect of:

- a. The **Mortgage** and/or the **Loan**; and
- b. Any other security in **Our** favour.

28.2. The **Loan** at the date of the assignment or transfer shall be all moneys then owing and shall bear interest from the date of the assignment or transfer at a rate per annum equal to the rate payable under the **Mortgage** immediately before such arrangement or transfer until the Interest Rate is changed.



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28.3. Any assignee and/or transferee shall in all respects be substituted for **Us** and shall be entitled to exercise all of **Our** rights and powers in any security assigned or transferred including, without limitation, the power to vary the Interest Rate or apply costs and expenses with reference to its own circumstances (including without limitation its own costs).

28.4. **You** and if appropriate any Guarantor hereby authorise **Us** to disclose to any person (and their advisers) to whom **We** dispose or contemplate disposing of any part of **Our** interest in the **Mortgage** or in the **Loan** or any security including the Guarantee or other obligations secured by the **Mortgage** such information concerning **You** or the **Mortgage** or the **Loan** or the Guarantor and such other obligations as **We** reasonably think fit.

29. Valuations and Revaluations

29.1. Any valuation proposed in connection with the **Mortgage** is:

- a. For **Our** benefit and may not be relied upon by **You**;
- b. Does not confirm or guarantee the Property is worth the value given to it.

29.2. **We** reserve the right to obtain further valuations of the Property at any time for the purpose of calculating the percentage the Loan bears to the value of the Property at that time ("LTV"). Each further valuation will be at **Your** expense (such cost to be charged in accordance with **Our** then current fees for valuations unless **You** have paid for a valuation in the preceding 2 years, in which case it will be at **Our** expense unless there is a breach of these Conditions). **You** will ensure that any access to the Property reasonably required by the valuer is given.

29.3. In the event that at the end of the term of the Mortgage **You** request to extend the term of the Mortgage, **You** will pay the cost of any valuation **We** require before **We** decide whether to agree to an extension of the Mortgage's term.



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Ipswich
Suffolk
IP1 9WU

Telephone: 0344 967 1860

CERTIFICATE OF TITLE

To: State Bank of India (UK) Limited and its successors and assigns

Account number:

Borrower:

Mortgagor:

Property:

(as is shown for identification purposes edged red on the attached plan)

Title number (if applicable):

Mortgage advance:

Price stated in the transfer (if applicable):

Completion date:

Conveyancer's name & address:

Conveyancer's reference:

Conveyancer's bank:

Sort code:

Account number:

Date of your instructions:



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WE, THE CONVEYANCERS NAMED ABOVE, CERTIFY AS FOLLOWS:

1. We have checked the identity of the Mortgagor (and anyone else required to sign the mortgage deed or other document connected with the mortgage deed).
2. Except as disclosed to you in Schedule 3:
 - (a) we have investigated the title to the Property and there are no other financial charges secured on the Property which will affect the Property after completion of the mortgage deed and, upon completion of the mortgage deed, both you and the Mortgagor will have a good and marketable title to the Property and to appurtenant rights free from prior mortgages or charges and from onerous encumbrances which title will be registered with absolute title;
 - (b) the legal interest in the Property is vested in the Mortgagor and the Mortgagor has confirmed that the beneficial interest in the Property is vested in the Mortgagor;
 - (c) we have compared the extent of the Property shown on any plan provided by you against relevant plans in the title deeds and/or the description of the Property in any valuation which you have supplied to us and there are no material discrepancies;
 - (d) the assumptions stated by the valuer about the title (its tenure, easements, boundaries and restrictions on use) in any valuation which you have supplied to us are correct and we have satisfied ourselves on all relevant points mentioned in the valuation;
 - (e) if the Property is leasehold the terms of the lease accord with your instructions, including any requirements you have for covenants by the landlord and/or a management company and/or by a deed of mutual covenant for the insurance, repair and maintenance of the structure, exterior and common parts of any building of which the Property forms part, and we have or will obtain on or before completion a clear receipt for the last payment of rent and service charge. The main terms of the lease are summarised in Schedule 1 to this Certificate of Title;
 - (f) if the Property is subject to any leases, tenancies, licences or other occupational interests formal or informal, the main terms of these are summarised in Schedule 2 to this Certificate of Title;
 - (g) all necessary planning consents including but not limited to Building Regulation's approval, listed building consent, conservation area consent and consent authorising the Property and its existing use are in place and that all conditions have been fully complied with;
 - (h) we have received satisfactory evidence that the buildings insurance is in place, or will be on completion, for the sum which is at least at the reinstatement levels provided as per the valuation report and in the terms required by you. We further confirm that the bank's interest is also noted over the policy.
 - (i) if the borrower is a limited company, we have received a board resolution which is signed by the Directors in the format provided by the bank.

- (j) if the borrower is a limited company, we have received the personal guarantee from all the directors.
- (k) if the Property is to be purchased:
 - 1. the contract for sale provides for vacant possession on completion save in respect of the lease(s) referred to in Schedule 2;
 - 2. the seller has been the legal owner of the Property for not less than six months; and
 - 3. we are not acting on behalf of the seller;
- (l) we are in possession of:
 - 1. either a satisfactory local search or local search insurance dated not more than 6 months from the date of this Certificate;
 - 2. such other searches or search insurance as are appropriate to the Property, the Mortgagor and the Mortgagor;
- (m) nothing has been revealed by the searches and enquiries which would prevent the Property being used by any occupant for residential purposes; and
- (n) neither any principal nor any other solicitor or registered European lawyer in the firm giving this Certificate of Title nor any spouse, child, parent, brother or sister of such a person has any interest in the Property (whether alone or jointly with any other) or, if the Mortgagor is a company, the Mortgagor or the Mortgagor.

WE:

- (a) undertake, prior to use of the Mortgage Advance, to obtain in the form required by you the execution of a mortgage deed and any other security documents referred to in your instructions as appropriate, by the persons whose identities have been checked in accordance with paragraph 1 above, any other person in whom the Property is vested and, if required by you, to obtain their signatures to the forms of undertaking required by you in relation to the use, occupation or physical state of the Property;
- (b) have made or will make such company, bankruptcy, Land Registry or Land Charges and High Court searches as may be necessary to justify the certificates in paragraph 2 above;
- (c) will within the period of protection afforded by the searches referred to in paragraph 2 above:
 - (i) complete the mortgage deed;
 - (ii) if applicable, submit the appropriate stamp duty land transactions form together with payment of the appropriate duty;
 - (iii) deliver to the Land Registry the documents necessary to register the mortgage deed in your favour and any relevant prior dealings; and

- (iv) effect any other registrations necessary to protect your interests as mortgagee;
- (d) will despatch to you such deeds and documents relating to the Property as you require with a list of them in the form presented by you within ten working days of receipt by us of notification from the Land Registry that the registration of the mortgage deed has been completed;
- (e) will not part with the Mortgage Advance (and will return it to you if required) if it shall come to our notice prior to the Completion Date that the Property will on such date be occupied in whole or in part otherwise than in accordance with the information given in:
 - (i) this Certificate of Title; and
 - (ii) your instructions;
- (f) will not use the Mortgage Advance until satisfied that, prior to or contemporaneously with the transfer of the Property to the Mortgagor or the refinancing of the Property (as applicable) there will be discharged any mortgages made by a lender secured against the Property;
- (g) will notify you in writing if any matter comes to our attention before the Completion Date which would render the certificate given above untrue or inaccurate and, in those circumstances, will defer completion pending your authority to proceed and will return the Mortgage Advance to you if required, and
- (h) confirm that we have complied, or will comply, with your instructions in all other respects to the extent that they do not extend beyond the limitations set out below:

Types of instruction which may be accepted

If acting for both lender and Mortgagor in a standard mortgage, you and the individual conducting or supervising the transaction may only accept or act upon instructions from the lender which are limited to the following matters:

- (a)
 - (i) taking reasonable steps to check the identity of the Mortgagor (and anyone else required to sign the mortgage deed or other document connected with the mortgage) by reference to a document or documents, such as a passport, precisely specified in writing by the lender;
 - (ii) following the guidance given by the Law Society or the Solicitors Regulation Authority on Property fraud and on money laundering;
 - (iii) checking that the seller's conveyancers (if unknown to you) appear in a current legal directory or hold practising certificates issued by their professional body; and
 - (iv) in the case of a lender with no branch office within reasonable proximity of the Mortgagor, carrying out the money laundering checks precisely specified in writing by the lender;

- (b) making appropriate searches relating to the Property in public registers (for example, local searches, commons registration searches, mining searches), and reporting any results specified by the lender or which you consider may adversely affect the lender; or effecting search insurance;
- (c) making enquiries on legal matters relating to the Property reasonably specified by the lender, and reporting the replies;
- (d) reporting the purchase price stated in the transfer and on how the Mortgagor says that the purchase money (other than the mortgage advance) is to be provided; and reporting if you will not have control over the payment of all the purchase money (other than a deposit paid to an estate agent or a reservation fee paid to a builder or developer);
- (e) reporting if the seller or the Mortgagor (if the Property is already owned by the Mortgagor) has not owned or been the registered owner of the Property for at least six months;
- (f) making reasonable enquiries that buildings insurance has been arranged for the Property from no later than completion and reminding the Mortgagor that the buildings insurance must be in place in accordance with the terms of the mortgage offer by completion and that buildings insurance cover must be maintained throughout the term;
- (g) investigating title to the Property and appurtenant rights; reporting any defects revealed, advising on the need for any consequential statutory declarations or indemnity insurance, and approving and effecting indemnity cover if required by the lender; and reporting if you are aware of any rights needed for the use or enjoyment of the Property over other land;
- (h) reporting on any financial charges (for example, improvement or repair grants or Housing Act discounts) secured on the Property revealed by your searches and enquiries which will affect the Property after completion of the mortgage;
- (i) in the case of a leasehold Property:
 - (i) confirming that the Lease contains the terms stipulated by the lender and does not include any terms specified by the lender as unacceptable;
 - (ii) obtaining a suitable deed of variation or indemnity insurance if the terms of the Lease are unsatisfactory;
 - (iii) enquiring of the seller or the Mortgagor (if the Property is already owned by the Mortgagor) as to any known breaches of covenant by the landlord or any superior landlord and reporting any such breaches to the lender;
 - (iv) reporting if you become aware of the landlord's absence or insolvency;
 - (v) making a company search and checking the last three years' published accounts of any management company with responsibilities under the Lease;
 - (vi) if the Mortgagor is required to be a shareholder in the management company, complying with the lender's requirements on obtaining share certificates, stock transfer forms and other related documentation

- (vii) obtaining any necessary consent to or prior approval of the assignment and mortgage;
- (viii) obtaining a clear receipt for the last payment of rent and service charge. If confirmation of payment from the landlord cannot be obtained, obtaining confirmation from the seller that there are no breaches of the terms of the Lease and being satisfied that the security will not be prejudiced by the absence of such a receipt; and
- (ix) serving notice of the assignment and mortgage on the landlord;
- (j) in the case of a commonhold unit:
 - (i) confirming receipt of satisfactory evidence that common parts insurance is in place for at least the sum required by the lender and covers the risks specified by the lender;
 - (ii) confirming that the commonhold community statement contains the terms specified by the lender and does not include any restrictions on occupation or use specified by the lender as unacceptable;
 - (iii) enquiring of the seller (or the Mortgagor if the Property is already owned by the Mortgagor) and the commonhold association as to any known breaches of the commonhold community statement by the commonhold association or any unit-holder, and reporting any such breaches to the lender;
 - (iv) making a company search to verify that the commonhold association is in existence and remains registered, and that there is no registered indication that it is to be wound up;
 - (v) obtaining the last three years' published accounts of the commonhold association and reporting any apparent problems with the association to the lender;
 - (vi) obtaining a commonhold unit information certificate; and
 - (vii) serving notice of the transfer and mortgage of the commonhold unit on the commonhold association;
- (k) if the Property is subject to a letting, checking that the type of letting and its terms comply with the lender's requirements;
- (l) making appropriate pre-completion searches, including a bankruptcy search against the Mortgagor, any other person in whom the legal estate is vested and any guarantor;
- (m) dealing with any retentions and cashbacks;
- (n) procuring execution of the mortgage deed and form of guarantee as appropriate by the persons whose identities have been checked in accordance with any requirements of the lender under (a) above as those of the Mortgagor, any other person in whom the legal estate is vested and any guarantor; obtaining their signatures to the forms of undertaking required by the lender in relation to the use, occupation or physical state of the Property; and complying with the lender's requirements if any document is to be executed under a power of attorney;

- (o) asking the Mortgagor for confirmation that the information about occupants given in the mortgage instructions or offer is correct; obtaining consents in the form required by the lender from existing or prospective occupiers of the Property aged 17 or over specified by the lender, or of whom you are aware;
 - (p) advising the Mortgagor on the terms of any document required by the lender to be signed by the Mortgagor;
 - (q) advising any other person required to sign any document on the terms of that document or, if there is a conflict of interests between that person and the Mortgagor or the lender, advising that person on the need for separate legal advice and arranging for them to see an independent conveyancer;
 - (r) (if applicable) obtaining the legal transfer of the Property to the mortgagor;
 - (s) procuring the redemption of:
 - (i) existing mortgages on Property the subject of any associated sale of which you are aware;and
 - (ii) any other mortgages secured against a Property located in England or Wales made by an identified lender where an identified account number or numbers or a Property address has been given by the lender;
 - (t) ensuring the redemption or postponement of existing mortgages on the Property, and registering the mortgage with the priority required by the lender;
 - (u) making administrative arrangements in relation to any collateral security, such as an endowment policy, or in relation to any collateral warranty or guarantee relating to the physical condition of the Property, such as NHBC documentation;
 - (v) registering the transfer and mortgage;
 - (w) giving legal advice on any matters reported on under 2.3 suggesting courses of action open to the lender, and complying with the lender's instructions on the action to be taken;
 - (x) disclosing any relationship specified by the lender between you and the Mortgagor;
 - (y) storing safely the title deeds and documents pending registration and delivery to or as directed by the lender;
- and
- (z) retaining the information contained in your conveyancing file for at least six years from the date of the mortgage.



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OUR duties to you are limited to the matters set out in this Certificate of Title and we accept no further liability of responsibility whatsoever. The payment by you to us (by whatever means) of the Mortgage Advance or any part of it constitutes acceptance of this limitation and any assignment to you by the Mortgagor and/or the Borrower of any rights of action against us to which the Mortgagor and/or the Borrower may be entitled shall take effect subject to this limitation. We acknowledge that you require no less than 5 working days' notice prior to the Mortgage Advance being released.

SIGNED on behalf of :

THE CONVEYANCERS

.....
NAME of Authorised Signatory

.....
QUALIFICATION of Authorised Signatory

.....
DATE of signature.....



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Schedule 1

Summary of the main terms of the Lease

Date of the Lease: _____

Parties: _____

Term: _____

Break Clause: _____

Initial Rent: _____

Current Annual Rent: _____

Rent Review: _____

User: _____

Repairing Obligations: _____

Alterations: _____

Alienation: _____

Assignment: _____

Underletting: _____

Charging: _____

Insurance: _____

Forfeiture: _____

Other Material Issues: _____



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Schedule 2

Summary of the main terms of each occupational lease/tenancy/licence

Date of the lease/tenancy/licence:

Tenant:

Premises:

Term:

Break Clause:

Initial Rent:

Current Annual Rent:

Rent Review:

User:

Repairing Obligations:

Alterations:

Alienation:

Assignment

Underletting:

Charging:

Insurance:

Forfeiture:

Other Material Issues:



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Schedule 3

Disclosures against paragraph 2



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BTL MORTGAGE DEED

MORTGAGOR: _____ whose registered office is at/address
for service is _____
_____ and which is registered with Company Number _____
or Limited Liability Partnership Number _____ OR
_____ whose address for service is _____

BANK: **State Bank of India (UK) Limited** whose principal place of business is at 15
King Street, London, EC2V 8EA. Registration number: 10436460. Address for
service in England is at State Bank of India (UK) Limited, PO Box 1018, Ipswich,
Suffolk, IP1 9WU.

Authorised by Prudential Regulation Authority and regulated by the Financial
Conduct Authority and the Prudential Regulation Authority. State Bank of India (UK)
Limited is entered on the Financial Services Register and its registration number is
757156

DATE: _____

THIS DEED WITNESSES as follows:

1. MORTGAGE DEED

The Mortgagor charges with full title guarantee in favour of the Bank, with the payment and
discharge of the Loan, by way of first legal mortgage, the property specified in the Schedule ("the
Property")

2. COVENANT TO PAY

The Mortgagor covenants with the Bank to pay, discharge and satisfy the Loan in accordance with
their respective terms and to indemnify the Bank against any losses, costs, charges, expenses and
liabilities arising from any breach or failure to pay, discharge and satisfy the Loan in accordance
with their respective terms.

3. APPLICATION TO THE LAND REGISTRY

The Mortgagor applies to the Land Registry to enter the following restriction in the Proprietorship
Register of any registered land forming part of the Property:



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“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date of this Mortgage Deed] in favour of State Bank of India (UK) Limited referred to in the Charges Register or their conveyancer.”

4. BTL MORTGAGE CONDITIONS

The State Bank of India (UK) Limited BTL Mortgage Conditions (2018) (“the Mortgage Conditions”) are incorporated into and form part of this Mortgage Deed. Terms and phrases defined in the Mortgage Conditions bear the same meaning in this Mortgage Deed, unless separately defined in this Mortgage Deed.

THIS MORTGAGE DEED has been executed as, and is intended to take effect as, a deed by the/each Mortgagor with effect from the date written above.



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SCHEDULE

Property

Freehold/Leasehold land known as _____

Registered under Title No _____

EXECUTION PAGE

SIGNED as a DEED by the said [NAME]

in the presence of:

WITNESS Signature:

Name:

Address:

.....

Occupation:

SIGNED as a DEED by the said [NAME]

in the presence of:

WITNESS Signature:

Name:

Address:

.....

Occupation:

EXECUTED as a DEED by)

_____)

Acting by)

[two Directors] [by one Director and the)

Company Secretary] [by one Director)

in the presence of the Witness named)

below].)

Director/Secretary

EXECUTED as a DEED by)

_____ acting by)

_____, Member and)

Signature of Member

_____, Member)

Member

Signature of Member

Member



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DEED OF GUARANTEE

Date:

To: **State Bank of India (UK) Limited (the "Bank")**

In consideration of the Bank granting or continuing to make advances or otherwise giving credit or affording banking facilities or other financial accommodation or time to the Borrower(s) at the Guarantor's request to such extent and on such terms as the Bank may deem fit, **the Guarantor** hereby agrees with and undertakes to the Bank as follows:-

1. **Definitions and Interpretation**

1.1 The definitions and rules of interpretation in this clause apply in this Guarantee.

GUARANTOR: being _____

of _____

ADDRESS] / [Registered Office] (delete as appropriate)

_____ Company number (delete as appropriate)

and any personal, or legal representative or successor of the Guarantor (delete as appropriate)

BORROWER: being _____

of _____ [Registered Office]
(delete as appropriate)

_____ Company number (delete as appropriate)

Indebtedness: means each and every part of the indebtedness and/or liabilities of the Guarantor and of the Borrower to the Bank howsoever arising, whether direct or indirect, actual or contingent, liquidated or unliquidated, whether due from the Borrower alone or jointly with the Guarantor or with another, whether due from the Borrower as surety/sureties or otherwise in whatever style, whether upon current account or otherwise, whether in respect of bills, drafts, notes or other negotiable instruments made, drawn, accepted, advised, endorsed or paid on the account of the Borrower, or of another for whom the Guarantor stands as surety, either alone or jointly with another or others, and includes bank charges, interest, commission and legal expenses, and whether any of the aforesaid are now, or hereinafter, due and owing or to become due and owing to the Bank.

Interest Rate: (Select appropriately)

Tracker Rate means - In the absence of any written agreement to the contrary, the rate of [%] per annum over State Bank of India (UK) Limited Base Rate currently [%] per annum for _____ years followed by State Bank of India (UK) Limited Standard Variable Rate currently at [%] for the remainder of the term.

OR

Fixed Rate means - In the absence of any written agreement to the contrary, the rate of [%] per annum fixed for a period of _____ years followed by State Bank of India (UK) Limited Standard Variable Rate currently at [%] for the remainder of the term.

Mortgage Conditions: the BTL Mortgage Conditions 2018.

Warranties: the representations and warranties set out in the Schedule.

1.2 In this Guarantee, unless the context otherwise requires:-

- 1.2.1 the words 'the Bank' and words of similar import include any of the Bank's branches anywhere in the world and the Bank's successors in title and assigns;
- 1.2.2 words importing the singular number include the plural number, and vice versa; words importing the masculine gender shall include the feminine or neuter genders;
- 1.2.3 the words 'including' or 'includes' each import that the example given with particularity immediately thereafter is given without prejudice to and without limiting the generality of the general word(s) prefacing it;
- 1.2.4 a 'company' shall mean a corporate body and includes a limited liability partnership, limited partnership and any entity having a corporate structure;
- 1.2.5 any reference to a person shall be deemed to include a company, firm or other corporate entity or a firm or other non-corporate entity; and
- 1.2.6 if 'the Borrower' or the 'Guarantor' comprises two or more legal persons such expression shall mean each, any or all of them and if a firm it shall refer to such firm as constituted from time to time and the obligations of the the Guarantor hereunder shall be joint and several.

1.3 Third party rights

A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Guarantee or the charge hereby constituted.

1.4 Perpetuity period

The perpetuity period applicable to all trusts declared by this Guarantee shall be 125 years.

1.5 Schedules

The Schedule forms part of this Guarantee and shall have effect as if set out in full in the body of this Guarantee. Any reference to this Guarantee includes the Schedule.

2. **Guarantee and Indemnity**

2.1 The Guarantor as primary obligor hereby irrevocably and unconditionally undertakes on first demand in writing being made on the Guarantor by the Bank, and in the currency in which the same falls due for payment by the Borrower, to pay or discharge to the Bank the Indebtedness

[PROVIDED that, and subject to clause 4, the total amount recoverable from the Guarantor under this Guarantee shall not exceed **GBP** []¹(Mortgage amount + Applicable fees)

¹ The Lending Code recommends that a guarantee should not be for an unlimited amount where the guarantor is an individual.

together with all costs and expenses payable under clause 5 and all interest payable under clause 4 as shall have accrued or shall accrue and become due and payable to the Bank at any time before or at any time after the date of such demand as stated above.

- 2.2 The Bank may demand payment from the Guarantor even if it has not tried to obtain payment from the Borrower beforehand.
- 2.3 If the Indebtedness is not recoverable from the Borrower by reason of illegality, incapacity, lack or exceeding of powers, ineffectiveness of execution or any other reason, the Guarantor shall remain liable under this Guarantee for the Indebtedness as if it were a principal debtor.
- 2.4 The Guarantor as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under the preceding parts of clause 2 agrees to indemnify and keep indemnified the Bank in full and on demand from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Bank arising out of, or in connection with, any failure of the Guarantor and/or Borrower to perform or discharge any of its obligations or liabilities in clause 2.1 above in respect of the Indebtedness or under the Guarantee or if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid, illegal or void.

3. **Continuing Security**

- 3.1 This Guarantee shall:-
 - 3.1.1 be a continuing guarantee remaining in full force and effect until payment in full has been received by the Bank of each and every part and the ultimate balance of the Indebtedness;
 - 3.1.2 be in addition to and not in substitution for or in derogation of any other security held by the Bank from time to time in respect of the Indebtedness or any part thereof;
 - 3.1.3 not be affected if the Guarantor or the Borrower dies, has a bankruptcy order made against them or becomes incapable (due to a mental disorder) of managing/administering his property and affairs; and
 - 3.1.4 continue as security despite any change in the name, style or constitution of the Borrower and/or the Guarantor.
- 3.2 Any release, discharge or settlement between the Guarantor and the Bank in relation to this Guarantee shall be conditional on no right, security, disposition or payment to the Bank by the Guarantor and/or Borrower or any other person being avoided, set aside or ordered to be refunded pursuant to any enactment or law relating to breach of duty by any person, bankruptcy, liquidation, administration, protection from creditors generally or insolvency or for any other reason.
- 3.3 If any right, security, disposition or payment referred to in clause 3.2 is avoided, set aside or ordered to be refunded, the Bank shall be entitled subsequently to enforce this Guarantee against the Guarantor as if such release, discharge or settlement had not occurred and any such security, disposition or payment had not been made.

4. **Interest**

- 4.1 Notwithstanding the provisions in clause 2.1 the Guarantor agrees to pay interest to the Bank after as well as before judgment at the Interest Rate on all sums demanded under this Guarantee from the date of demand by the Bank, or if earlier, the date on which the relevant damages, losses, costs or

expenses arose in respect of which the demand has been made, until, but excluding the date of actual payment.

- 4.2 All such interest shall accrue on a day-to-day basis and be calculated by the Bank on the basis of a 365 day year for GBP amounts and a 360 day year for other currencies, and on such terms as the Bank may from time to time determine and shall be compounded in accordance with the Bank's usual practice.

5. **Costs**

- 5.1 The Guarantor shall on demand and on a full indemnity basis pay to the Bank the amount of all costs and expenses (including legal and any tax on such costs and expenses) which the Bank may incur in connection with:

- 5.1.1 the preparation, negotiation, execution and delivery of this Guarantee and other documents as may be required by the Bank for the purposes of giving effect to this Guarantee;
- 5.1.2 any actual or proposed amendment, variation, supplement, waiver or consent of under or in connection with this Guarantee;
- 5.1.3 any discharge or release of this Guarantee;
- 5.1.4 the preservation or exercise (or attempted preservation or exercise) or the enforcement (or attempted enforcement) of any rights under or in connection with this Guarantee; and
- 5.1.5 any stamping or registration of this Guarantee.

6. **Suspense Account**

- 6.1 The Bank shall be entitled, without prejudice to any other rights or remedies it may have, at any time and from time to time to place and keep for such time as it may think prudent any monies received, recovered or realised under or by virtue of this Guarantee (or under any other guarantee, indemnity or security given for the Indebtedness) in a separate or suspense account to the credit either of the Guarantor or of such other person or transaction as it shall think fit without any intermediate obligation on the Bank's part to apply the same or any part thereof in or towards the discharge of the Indebtedness or any intermediate right on the part of the Guarantor to treat the liability of the Guarantor and/or Borrower or of any other guarantor or surety as diminished in any way whatsoever.
- 6.2 The Bank may at any time and in its absolute discretion apply any of the monies referred to in clause 6.1 above in or towards the satisfaction of any obligations or liabilities of the Guarantor hereunder.
- 6.3 Notwithstanding any such payment, the Bank may prove for, claim and agree to accept any dividend or other payment arising from the insolvency of the Guarantor and/or Borrower as though such money had not been received.

7. **New Accounts**

- 7.1 If this Guarantee ceases to be binding as a continuing security for any reason whatsoever, or upon the Bank becoming aware of any disability or incapacity affecting the Guarantor, or if the Bank shall make demand for the payment of any money hereby guaranteed, then at any time after the occurrence of any such event, the Bank may open a new account or accounts in name of the Guarantor and/or Borrower.

- 7.2 If the Bank does not open a new account or accounts pursuant to clause 7.1 above, it shall be deemed to have opened a new account immediately upon the occurrence of any event referred to in clause 7.1 above.
- 7.3 As from the time that the Bank opens a new account or accounts in the name of the Guarantor and/or Borrower or is deemed to have done so under clause 7.2 above, all payments made to the Bank by or on behalf of the Guarantor and/or Borrower or by any other guarantor or surety, shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce or discharge any monies guaranteed hereunder nor shall the liability of the Guarantor under this Guarantee in any manner be reduced or affected by any subsequent transactions, receipts or payments made into or from or treated as having been made into or from any such accounts.
- 7.4 The Bank may in its absolute discretion and at any time apply any of the amounts credited or treated as having been credited to the new account or accounts in or towards the satisfaction of any obligations and liabilities of the Guarantor hereunder.

8. **Appropriation**

The Guarantor shall not and may not direct the application by the Bank of any sums received by it from the Guarantor under, or pursuant to, any terms of this Guarantee.

9. **Ultimate Balance**

- 9.1 This Guarantee shall take effect as a guarantee of the whole and every part of the Indebtedness and accordingly the Guarantor shall not be entitled as against the Bank:

- 9.1.1 to prove or seek to prove in the bankruptcy, liquidation or insolvency of the Borrower or any other guarantor or surety or in any voluntary or other arrangement made by the Borrower or any other guarantor or surety with his or its creditors or any of them;
- 9.1.2 to exercise any other rights, claims or remedies of any kind including any right of contribution from any other guarantor or surety which may accrue to the Guarantor by discharging the whole or part of the Guarantor's liability in respect of the Indebtedness;
- 9.1.3 to share in any security held or money received by the Bank on account of the obligations of the Borrower or any other guarantor or surety; or
- 9.1.4 to have or exercise any rights as guarantor including any right of contribution from any other guarantor or surety in competition with the Bank

unless and until the whole of the Indebtedness shall have first been completely discharged and satisfied PROVIDED that in the event of the bankruptcy, liquidation or insolvency of the Borrower or any other guarantor or surety or in the event of the Borrower, other guarantor or surety entering into a voluntary or other arrangement with his or its creditors, the Guarantor shall, if so directed by the Bank, but not otherwise, prove for the whole or any part of the amount due to the Guarantor from the Borrower or any other guarantor or surety on terms that the benefit of such proof and of all money to be received by the Guarantor in respect thereof shall be held in trust for the Bank and applied in discharging the obligations of the Guarantor to the Bank under this Guarantee.

10. **Evidence of amount due**

Any admission or acknowledgement in writing by the Guarantor and/or Borrower or any person on behalf of the Guarantor and/or Borrower of the Indebtedness or otherwise in relation to the subject matter of this Guarantee, or any judgment or award obtained by the Bank against the Borrower or proof by the Bank in the bankruptcy or liquidation of the Borrower or in any similar proceedings (including any voluntary or other arrangement) in any jurisdiction which is admitted or any statement of account furnished by the Bank the correctness of which is certified by any one of the Bank's managers shall be conclusive evidence of the state of the account between the Borrower and the Bank and shall be binding on the Guarantor.

11. **The Bank's Protections**

11.1 This Guarantee is and shall at all times be a continuing security and shall cover the ultimate balance from time to time owing to the Bank by the Guarantor and/or Borrower in respect of the Indebtedness.

11.2 The liability of the Guarantor under this Guarantee shall not be reduced, discharged or otherwise adversely affected by:

11.2.1 any intermediate payment, settlement of account or discharge in whole or in part of the Indebtedness; or

11.2.2 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Bank may now or after the date of this Guarantee have from or against any of the Borrower and any other person in connection with the Indebtedness; or

11.2.3 any act or omission by the Bank or any other person in taking up, perfecting or enforcing any security, indemnity, or guarantee from or against the Guarantor and/or Borrower or any other person; or

11.2.4 any termination, amendment, variation, novation or supplement of or to any of the Indebtedness; or

11.2.5 any grant of time, indulgence, waiver or concession to the Guarantor and/or Borrower or any other person; or

11.2.6 any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Guarantor and/or Borrower or any other person; or

11.2.7 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or security held from, the Guarantor and/or Borrower or any other person in connection with the Indebtedness; or

11.2.8 any claim or enforcement of payment from the Guarantor and/or Borrower or any other person; or

11.2.9 any act or omission which would not have discharged or affected the liability of the Guarantor had it been or as a principal debtor instead of a guarantor or indemnifier, or by anything done or omitted by any person which, but for this provision, might operate or exonerate or discharge the Guarantor or otherwise reduce or extinguish its liability under this Guarantee.

11.3 The Bank shall not be obliged before taking steps to enforce any of its rights and remedies under this Guarantee:

11.3.1 to take any action or obtain judgment in any court against the Borrower or any other person;
or

11.3.2 to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Borrower or any other person; or

11.3.3 to make, demand, enforce or seek to enforce any claim, right or remedy against the Borrower or any other person.

11.4 This Guarantee is in addition to and shall not affect nor be affected by or merge with any other judgment, security, right or remedy obtained or held by the Bank from time to time for the discharge and performance of the Borrower in respect of the Indebtedness.

12. **Effect of Borrower's Insolvency**

12.1 The bankruptcy, winding-up, liquidation or insolvency of the Borrower or the presentation of a petition for the making of an administration order in respect of the Borrower or the making of any such order or the appointment of any receiver over all or any part of the assets of the Borrower shall not discharge, diminish or affect any of the liabilities of the Guarantor under this Guarantee.

12.2 In the event of the bankruptcy or insolvency of the Borrower, or of his or it entering into a composition or voluntary or other arrangement with his or its creditors or, if the Borrower is a company, society or corporation, in the event of the Borrower going into liquidation or being wound up or reconstructed (except for the purpose of a solvent re-organisation) or making any voluntary or other arrangement with its creditors or having an administration order made against it or a receiver appointed over all or any part of its assets:-

12.2.1 any dividends or payments which the Bank may receive from the Borrower or his estate or any other person shall be taken and applied as payments in gross and shall not prejudice the Bank's right to recover from the Guarantor to the full extent of this Guarantee the ultimate balance which after receipt of such dividends or payments may remain owing to the Bank by the Borrower.

12.2.2 the Bank shall be entitled (notwithstanding payment to it by the Guarantor or any other person of the whole, or any part of the amount hereby guaranteed or any release, settlement, discharge or arrangement made or given by the Bank) to rank as creditors and prove against the Borrower's estate or in the Borrower's liquidation or arrangement or otherwise (as the case may be) for the full amount of the Bank's claim, and the Bank may and shall receive and retain the whole of the dividends to the exclusion of the rights (if any) of the Guarantor as guarantor in competition with the Bank until the Bank's claim is fully satisfied.

13. **Variation of the Guarantee**

The Bank shall be entitled without thereby affecting this Guarantee and the Bank's rights hereunder at any time and from time to time at the Bank's absolute discretion to release, discharge, compound with or otherwise vary or agree to vary the liability under this Guarantee of or make any other arrangements with the Guarantor and such release, discharge, composition, variation, agreement or arrangement shall not prejudice or in any way affect the Bank's rights and remedies against the Guarantor.

14. **Change in Bank's constitution or its amalgamation**

This Guarantee shall continue to bind the Guarantor and shall remain in full force and effect notwithstanding any amalgamation or merger that may be effected by the Bank with any other company or entity and notwithstanding any reconstruction by the Bank involving the formation of and transfer of the whole or any part of the Bank's undertaking and assets to a new company and notwithstanding the sale or transfer of the whole or any part of the Bank's undertaking and assets to another company, whether the company with which the Bank amalgamates or merges or the company to which it transfers the whole or any part of its undertaking and assets either on a reconstruction or sale or transfer as stated above shall or shall not differ from the Bank in their objects, character or constitution, it being the intent of the Guarantor that this Guarantee shall remain valid and effectual in all respects and for all purposes in favour of and with reference to any such company, and that the benefit of this Guarantee and all rights conferred upon the Bank by this Guarantee may be assigned to and enforced by, any such company and proceeded on in the same manner to all intents and purposes as if such company had been named in this Guarantee instead of and/or in addition to the Bank.

15. **Mortgage Conditions**

The Guarantor acknowledges and agrees to the terms of the Mortgage Conditions.

16. **Currency Indemnity**

16.1 If, under any applicable law or regulation or pursuant to a judgment or order being made or registered against the Guarantor or the liquidation of the Guarantor or without limitation for any other reasons, any payment under or in connection with this Guarantee is made or is required to be satisfied in a currency ("the payment currency") other than the currency in which such payment is expressed to be due under or in connection with this Guarantee ("the contractual currency") then, to the extent that the amount of such payment actually received by the Bank, when converted into the contractual currency at the rate of exchange, falls short of the amount due under or in connection with this Guarantee, the Guarantor, as a separate and independent obligation, shall indemnify the Bank and hold it harmless against the amount of such shortfall.

16.2 For the purposes of clause 16.1, "rate of exchange" means the rate at which the Bank is able on or about the date of such payment to purchase, in accordance with its normal practice, the payment currency with the contractual currency and shall take into account (and the Guarantor shall be liable for) any premium and other costs of exchange including any taxes or duties incurred by reason of any such exchange.

17. **Payments by the Guarantor**

17.1 Each payment to be made by the Guarantor under this Guarantee shall be made to the Bank in the appropriate currency (subject to clause 16) in accordance with the terms of this Guarantee to the credit of the Bank's account with whichever bank or banks located in the country of such currency, designated by the Bank.

17.2 All sums payable by the Guarantor under this Guarantee shall be paid in full:

17.2.1 without making any deduction by way of set-off or counterclaim; and

17.2.2 free and clear of all deductions or withholdings whatsoever save only as may be required by law or regulation which in either case is binding on the Guarantor.

17.3 If any deduction or withholding is required by any law, practice or regulation (whether or not such practice or regulation has the force of law) in respect of any payment due from the Guarantor under this Guarantee or is in any event made, the relative sum payable by the Guarantor shall be increased so that, after making the deduction or withholding so required, the Guarantor shall pay to the Bank and the Bank shall receive and be entitled to retain on the due date for payment, a net sum at least equal to the sum which the Bank would have received had no such deduction or withholding been required to be, or had in fact been, made.

17.4 The Guarantor shall promptly deliver or procure the delivery to the Bank of all receipts issued to it evidencing each deduction and withholding which it has made.

18. **No security received by Guarantor**

18.1 The Guarantor warrants to the Bank that it has not taken or received, and agrees, so long as any liability remains hereunder, not to take, exercise or receive, the benefit of any security or other right or benefit, whether by set-off, counterclaim, subrogation, indemnity, proof in liquidation or bankruptcy or otherwise and whether from contribution or otherwise (all of which are in this clause 18 referred to as the "Rights") from or against the Borrower or any other person in respect of any liability of or payment by the Guarantor under this Guarantee or otherwise in connection with this Guarantee.

18.2 If any Rights are taken, exercised or received by the Guarantor before the date hereof or at any time hereafter, the Guarantor hereby declares that such Rights and all monies at any time received or held in respect of such Rights shall be held by the Guarantor on trust for the Bank and as security for the liability of the Guarantor hereunder and agrees that the same shall be transferred, assigned or, as the case may be, paid to the Bank promptly following demand by the Bank for the same.

19. **Set-off**

19.1 The Guarantor authorises the Bank to (and the Bank may) apply any credit balance (whether or not then due) to which the Guarantor is at any time beneficially entitled on any account at the Bank in (or towards) satisfaction of any sum then due and payable by the Guarantor to the Bank under this Guarantee, but which is unpaid. Where such application of balances requires the conversion of one currency into another the Bank may make such conversion at a market rate of exchange.

19.2 The Bank shall not be obliged to exercise any rights given to it under clause 19.1.

20. **Representations and warranties by the Guarantor**

20.1 Subject to clause 20.2, the Guarantor represents and warrants that the Warranties set out in the Schedule are true and correct at the date of this Agreement and the Guarantor acknowledges that the Bank has accepted this Guarantee in full reliance on such Warranties.

20.2 Such of the Warranties as are only referable to a company shall not apply to a Guarantor who is an individual.

21. **Notices**

- 21.1 Each demand on or other communication to the Guarantor under this Guarantee shall be made by fax, email or in writing and sent to the facsimile number, email address or address set out below or such other address, email address or facsimile number as may be notified in writing from time to time by the relevant party to the other party.

Address:

Facsimile No:

Email address:

- 21.2 Any such demand or other communication shall be deemed to be received by the Guarantor (if delivered personally) at the time of delivery, or (if sent by facsimile) on the next working day after it was transmitted, or if by email, on the next working day after it was sent, or (in the case of prepaid first class post) 2 working days after being posted, or, if to an address outside the United Kingdom, 5 working days after being put in the airmail post, addressed to the Guarantor and shall be effective notwithstanding that it may be returned undelivered. For these purposes, working days are days other than Saturdays, Sundays and Bank Holidays in England and Wales.

22. **Further Provisions**

22.1 **Rights cumulative**

The rights and powers of the Bank conferred by this Guarantee are cumulative, may be exercised as often as the Bank considers appropriate, and are in addition to its rights and powers under the general law.

22.2 **Waivers**

Any waiver or variation of any right by the Bank (whether arising under this Guarantee or under the general law) shall only be effective if it is in writing and signed by the Bank and applies only in the circumstances for which it was given, and shall not prevent the Bank from subsequently relying on the relevant provision.

22.3 **Further exercise of rights**

No act or course of conduct or negotiation by or on behalf of the Bank shall in any way preclude the Bank from exercising any right or power under this Guarantee or constitute a suspension or variation of any such right or power.

22.4 **Delay**

No delay or failure to exercise any right or power hereunder shall operate as a waiver.

22.5 **Single or partial exercise**

No single or partial exercise of any right under this Guarantee shall prevent any other or further exercise of that or any other right.

22.6 Partial invalidity

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Guarantee under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions.

22.7 Counterparts

This Guarantee may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if all parties had signed the same document.

23. Joint and several liability

23.1 Where this Guarantee is signed as guarantor by more than one person or more than one body corporate or is signed by such a body corporate or person(s) and on behalf of other persons (whether that person is signing on behalf of a partnership or otherwise):

23.1.1 the expression "the Guarantor" shall include all those signing this document;

23.1.2 the liability of the Guarantor under this Guarantee shall be the joint and several liability of all such signatories and any demand for payment made by the Bank to any one or more of such signatories so jointly and severally liable shall be deemed to be a demand made to all such signatories; and

23.1.3 none of those signing this document shall be released from liability hereunder by reason of this Guarantee ceasing (for whatever reason) to be binding as regards any other or others of them and accordingly (but without prejudice to the generality of the foregoing) the Bank may release or discharge any one or more of the those signatories from any or all liability under this Guarantee or compound with, accept compositions from or make arrangements with any one or more of such signatories without in consequence releasing or discharging any other signatory or signatories which or who is a party to this Guarantee or otherwise prejudicing or affecting in any way the Bank's rights and remedies against such other party or parties.

24. Joint signatories

If this Guarantee is signed by or on behalf of more than one person or body or bodies corporate and any one or more of such signatories is not bound by the provisions of this Guarantee (whether by reason of his or their lack of capacity or improper execution of this Guarantee or for any other reason whatever) the remaining signatory or signatories shall continue to be bound by the provisions of this Guarantee as if they had always been the only party or parties hereto.

25. [Process agent]

The Guarantor irrevocably appoints [] as its agent for service of process in relation to any proceedings before the courts of England and Wales in connection with this Guarantee and agrees that any failure by a process agent to notify the relevant Guarantor of the process will not invalidate the proceedings concerned.²

² Delete if the Guarantor is resident in England and Wales.



PO Box 1018
Ipswich
Suffolk
IP1 9WU

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26. Governing law and Jurisdiction

- 26.1 This Guarantee and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 26.2 The parties to this Guarantee irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Guarantee or its subject matter or formation (including non-contractual disputes or claims).
- 26.3 Nothing in this clause 26 shall limit the right of the Bank to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

[Where the Guarantor is an individual]

EXECUTED as a DEED

by [NAME]

.....

in the presence of:

WITNESS Signature:

Name:

Address:

.....

Occupation:

Solicitor's Certificate

I certify that I have explained this document and the obligations in it (and any related document) and the consequences to the party(ies) and the party(ies) were prepared to enter into this document freely without duress or undue influence. I have witnessed the party's(ies') signature(s) and acknowledge the Bank will be relying on this certificate.

.....

Signature of Solicitor

.....

Name of Firm

.....

Date



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Suffolk
IP1 9WU
Telephone: 0344 967 1860

[Where the Guarantor is a Company]

EXECUTED as a DEED by)
_____)) _____
for and on behalf) Director
pursuant to the resolution of the)
Board of Directors made on)
20[] and signed by)
[two Directors] [by one Director and the)
Company Secretary] [by one Director)
in the presence of the Witness named)
below].) _____
Director/Secretary

in the presence of:

WITNESS Signature:
Name:
Address:
.....
Occupation:



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THE SCHEDULE

Representations and warranties

1. DUE INCORPORATION

The Guarantor (if a corporate entity):

- (a) is a duly incorporated limited liability company or limited liability partnership validly existing under the law of its jurisdiction of incorporation; and
- (b) has the power to own its assets and carry on its business as it is now being conducted.

2. POWERS

The Guarantor has the power and authority to execute, deliver and perform the Guarantor's obligations under this Guarantee and the transactions contemplated by them.

3. NON-CONTRAVENTION

The execution, delivery and performance of the obligations in, and transactions contemplated by, this Guarantee does not and will not contravene any of the Guarantor's constitutional documents, any agreement or instrument binding on the Guarantor or its or his assets, or any applicable law or regulation.

4. AUTHORISATIONS

The Guarantor has taken all necessary action and obtained all required or desirable consents to enable the Guarantor to execute, deliver and perform its obligations under this Guarantee and to make this Guarantee admissible in evidence in its jurisdiction of incorporation. Any such authorisations are in full force and effect.

5. BINDING OBLIGATIONS

The Guarantor's obligations under this Guarantee are, (subject to any general principles of law limiting obligations) legal, valid, binding and enforceable.

6. LITIGATION

No litigation, arbitration or administrative proceedings are taking place, pending or, to the Guarantor's knowledge, threatened against it or any of the Guarantor's assets.

7. ASSETS NOT IMMUNE TO ACTION

None of the Guarantor's assets is entitled to immunity on any grounds from any legal action or proceeding (including, without limitation, suit, attachment prior to judgment, execution or other enforcement).



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8. NO DEFAULT

No event or circumstance is outstanding which constitutes a default under any deed or instrument which is binding on the Guarantor, or to which the Guarantor's assets are subject, which might have a material adverse effect on the Guarantor's ability to perform its or his obligations under this Guarantee.

9. RANKING OF OBLIGATIONS

The Guarantor's payment obligations under this Guarantee rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

10. GOVERNING LAW

The choice of English law as the governing law of this Guarantee will be recognised and enforced in the jurisdiction of the Guarantor's incorporation and any judgment obtained in England in relation to this Guarantee will be recognised and enforced in that jurisdiction.

11. NO TAX DEDUCTIONS

The Guarantor is not required under the law of its jurisdiction of incorporation to make any deduction for, or on account of, Tax from any payment it may make under this Guarantee.

12. NO REGISTRATION

Under the law of the Guarantor's jurisdiction of incorporation, it is not necessary that this Guarantee be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar Tax be paid on or in relation to this guarantee or the transactions contemplated by it.



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NOTICE OF ASSIGNMENT AND CHARGE OF LEASEHOLD PROPERTY

Name and address of Landlord and all others whom it may concern

Name:

Add1:

Add2:

Add3:

Add4:

NOTICE IS GIVEN that by an assignment dated _____ the leasehold property (the "Property") known as:

Address: _____

Postcode _____

was assigned by _____

to: _____ (the "Borrower")

And that on the _____ (date) the Property was charged by the Borrower by way of legal mortgage to State Bank of India (UK) Limited, 15 King Street, London, EC2V 8EA.

Details of the lease of the Property ("the Lease") are contained in the Schedule below. You are requested to give notice to State Bank of India (UK) Limited, 15 King Street, London, EC2V 8EA, in the event of any default on the part of the Borrower in paying the rent or performing the tenants covenants contained in the Lease or in the event of the destruction of or damage to the Property by an insured risk.

Please quote on all correspondence – Reference (*Mortgage Account Number*) _____

The Schedule

Date of Lease or Underlease

The Parties

The rent reserved by the Lease will be in future paid by the Borrower:

Date: _____

Signed: _____

Name and Address: _____

Solicitors for State Bank of India (UK) Limited

Acknowledgement

I/We: _____

The addressees acknowledge receipt of this Notice of Assignment and Charge

Signed: _____

Date: _____

PLEASE RETURN THE SIGNED COPY NOTICE TO THE ABOVE SIGNED SOLICITORS



PO Box 1018
Ipswich
Suffolk
IP1 9WU
Telephone: 0344 967 1860

DEED OF CONSENT

Mortgage Account Number: _____ Date: _____

You (the Occupier)
(insert full name) _____

We/us (the Lender): State Bank of India (UK) Limited

The Borrower
(insert full name(s)) _____

The Property: _____

_____ Post Code: _____

We propose to make a loan (the “**Loan**”) to the Borrower on the security of a mortgage (the “**Mortgage**”) over the Property and may make further advances upon security of the Mortgage.

You will be occupying the Property and you **have agreed to postpone any right or interests in the Property** which you may have or which you may acquire **to our rights and interest under the Mortgage**. You confirm that **you do not have a tenancy of the Property**.

1. You, as a pre-condition to us making the Loan, **consent** to us making the Loan and any further advances and to the creation and registration of the Mortgage.
2. You **agree** with us that **any rights or interests you may have or which you may acquire** after the date of this Deed in, over or to occupy the Property (however such rights or interests may have arisen or arise) shall be **postponed and made subject to our rights and interests under the Mortgage**.
3. You **agree** that you will immediately vacate the Property and give up possession of the Property to us if we give written notice to you of our intention to exercise our rights under the Mortgage.
4. You **agree** that we shall be entitled to exercise any remedies under the Mortgage, or under the general law, without reference to you and in all respects in priority to, and so as to override, any rights or interests which you may have in the Property including any right of occupation or right to share in the proceeds of the sale of the Property.
5. You **agree** that none of the matters referred to above shall be affected in any way by any time or arrangement with the Borrower or by anything else whatsoever.
6. You **agree** that we may from time to time assign, transfer, charge or otherwise dispose of our interest in the Mortgage without obtaining any further consent from you or from the Borrower or giving notice to you or to the Borrower and you acknowledge that the provisions of this Deed shall be for the benefit of our successors, assignees and transferees or anyone deriving title through us.

IMPORTANT – PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS DOCUMENT

-
- By signing this Deed, you postpone any interest which you may have in the Property to the security for the Borrower's liability to us.



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Ipswich
Suffolk
IP1 9WU

Telephone: 0344 967 1860

- The Property may be sold and your interest in any proceeds of the sale applied in repayment of the Borrower's liabilities to us.
- You should take independent legal advice before signing this document. If you decide to sign this document, you should sign it in front of a witness.
- This Deed is separate from, and is not limited by, any guarantee, mortgage or security which you or anyone else may already have given us or may be given in the future.

Signed (as a deed) and delivered on the date stated above:

SIGNED AS A DEED BY:

In the presence of:

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

SIGNED AS A DEED BY:

Duly authorised for and on behalf of

In the presence of:

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:



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***NOTE TO SOLICITORS PLEASE ENSURE THAT THE OCCUPIER SIGNING THIS DOCUMENT:**

- (1) clearly understands the consequences of the signing of this Deed;**
- (2) has received, so far as is necessary to ensure that they have executed this document free from undue influence, duress or misrepresentation, appropriate advice from a solicitor/legal executive (including, if appropriate, independent advice given otherwise than in the presence of anyone who might influence or misrepresent matters to them;**
- (3) is either well known to you or has produced reliable evidence to you of their identity. Certified copies of the proof of identity must be annexed to this document.**

Solicitor's Certificate

I certify that I have explained this document and the obligations in it (and any related document) and the consequences to the Occupier and am satisfied that the Occupier understood those consequences and that the Occupier was prepared to enter into this document freely without distress or undue influence. I have witnessed the Occupier's signature and acknowledge the Bank will be relying on this certificate.

Signature of solicitor

Name of firm

Date



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DEED OF PRIORITY

Mortgage Account Number: _____ Date: _____

The Existing Mortgagee: _____

The Company: State Bank of India (UK) Limited, PO Box 1018, Ipswich, Suffolk, IP1 9WU

The Borrower(s) _____
(Insert full name(s))

The Property: _____

_____ Post Code: _____

The Existing Mortgagee has a mortgage over the Property contained in a mortgage dated _____ (the “Existing Mortgage”).

The Company proposes to make an advance to the Borrower on the security of a mortgage (the “New Mortgage”) over the Property.

THIS DEED WITNESSES as follows:

- 1 The Existing Mortgagee agrees to the Borrower entering into the New Mortgage and that the Existing Mortgage shall be postponed to the New Mortgage and that the New Mortgage shall rank in priority to the Existing Mortgage as a continuing security for payment to the Company of the Principal Sum of £_____ plus interest, costs and other charges referred to in the New Mortgage. The priority of the New Mortgage shall not be affected by any fluctuations in the amount from time to time owing or incurred to the Company.
 - 2 The Company may enforce the New Mortgage at any time, but shall give notice to the Existing Mortgagee if it is enforcing the New Mortgage.
 - 3 The Existing Mortgagee may not enforce the Existing Mortgage without the Company's prior written consent.
 - 4 The parties agree that nothing contained in this Deed shall as between the Borrower and the Existing Mortgagee affect or prejudice any of the rights or remedies of the Existing Mortgagee under the Existing Mortgage, which shall remain in full force and effect subject only to the postponement of the Existing Mortgage affected by this Deed.
 - 5 Reference to the Company include its successors, assignees and transferees (whether legal or equitable, by absolute assignment, by way of novation or by way of security).
 - 6 The Existing Mortgagee and the Company shall apply to the Registrar to note in the appropriate manner at HM Land Registry the priority arrangements set out in this Deed.
 - 7 Whilst the Existing Mortgage and the New Mortgage are in place the Existing Mortgagee and the Company shall be at liberty from time to time to disclose to each other information concerning the financial and other affairs of the Borrower.
 - 8 This Deed shall be governed and construed in accordance with the law of England and the parties to this Deed irrevocably submit to the jurisdiction of the English Courts
 - 9 Signed as a deed by the parties and delivered on the date stated above:
-



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SIGNED AS A DEED BY:

State Bank of India (UK) Limited

In the presence of:

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

SIGNED AS A DEED BY:

Director:

Director/Secretary:

In the presence of:

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

SIGNED AS A DEED BY:

Individual/ Partnership

In the presence of:

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:



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Ipswich
Suffolk
IP1 9WU
Telephone: 0344 967 1860

CERTIFICATE OF COMPREHENSIVE BUILDINGS INSURANCE

References to State Bank of India (UK) Limited ("the Company") include its successors, assignees and transferees (whether legal or equitable assignment, by way of novation or by way of security).

To be completed by the Solicitors

Name of Insurer: _____

Address: _____

Postcode: _____

Name(s) of all Borrower(s)

Name: _____

Address Covered: _____

Postcode: _____

To be completed by the Insurance Company

We confirm:

- 1) That the Company has been noted as a mortgagee on the Policy and that the Policy will not be allowed to lapse or be altered to the detriment of the Company without the Company's prior written consent, and that the Company will be notified in writing of all claims in excess of £1,500
- 2) The insurance policy is on risk
- 3) It will not be allowed to lapse until we have given you 14 days written notice at SBI UK, PO Box 1018, Ipswich, Suffolk, IP1 9WU

Policy Number: _____ Sum Insured: £ _____

Risks Covered: _____

Is the Policy Index Linked: Yes/No

Renewal Date: _____

Signed: _____ Date: _____

On behalf of: _____

To be completed by the Solicitors

Please return this form to: _____

Ref: _____

Mortgage Account Number: _____

DEEDS SCHEDULE

Mortgage Account Number:

Date of Mortgage:

Title Number:

Property Address (as in the Mortgage):

Postcode:

Borrower (Full name(s)):

Please do not forward any title documents until a copy of the register can be provided showing State Bank of India (UK) Limited hold a first charge. It is important that ALL documents are enclosed and the following checklist should be completed by ticking the appropriate boxes.

Please complete the Schedule in full, return the original and retain one copy for you file.

Please send to State Bank of India (UK) Limited, PO Box 1018, Ipswich, Suffolk, IP1 9WU

Title Information Document (TID)
With official copy of register and title plan

☐

Mortgage Registered/Unregistered
Mortgage Deed

☐

Lease

☐

Deed of Priority
(if appropriate)

☐

Certified Copy of Head Lease
(if appropriate)

☐

Deed of Gift Indemnity
(if appropriate)

☐

Receipted Notice of Assignment and Charge
(if appropriate)

☐

Other Indemnity Policy
(if appropriate)

☐

HM Land Registry/Central Land Charges
Registry Search and Bankruptcy Search

☐

New Home Warranty Certificates

☐

Buildings Insurance Policy
(copy – if appropriate)
(State Bank of India (UK) Limited interest noted)

☐

Deed of Consent
(if appropriate)

☐

Certificate of Registration at Companies House
(if Borrower is a company or LLP)

☐

Other Documents (specify)

See Overleaf

DEEDS SCHEDULE CONTINUED

THE SCHEDULE OF DEEDS AND DOCUMENTS		
Date	The Document	The Parties

This Schedule was completed in duplicate by (Name of Practice) _____

Of (Address of Practice) _____

On (Date Schedule Completed) _____

DATED _____ 20[]]

(1) []

- and -

(2) State Bank of India (UK) Limited

[] Branch

DEBENTURE (BTL)

THIS DEBENTURE is made the day of [20]

BETWEEN:-

(1) [], a [company] [limited liability partnership] registered in England and Wales under number [] whose registered office is at [] ('the **Borrower**'); and

(2) **State Bank of India (UK) Limited** whose principal place of business is at 15 King Street, London, EC2V 8EA. Registration number: 10436460. Address for service in England is at State Bank of India (UK) Limited, PO Box 1018, Ipswich, Suffolk, IP1 9WU.

Authorised by Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. State Bank of India (UK) Limited is entered on the Financial Services Register and its registration number is 757156

NOW THIS DEED WITNESSES as follows:

1. Interpretation and definitions

In this debenture:-

- 1.1 **‘Annual Accounts’** means annual accounts complying with (and as defined in) Section 471 of the Companies Act 2006;
- 1.2 **‘BTL Mortgage Conditions’** means the BTL Mortgage Conditions 2018 which are incorporated into and form part of this Debenture;
- 1.3 **‘Business Day’** means any day (other than Saturday or Sunday) on which banks are open for business in London;
- 1.4 **‘the Charged Assets’** means the goodwill, undertaking, assets, revenues and rights charged under clause 3.1 and including the Charged Property, the Securities and the IP Rights (and references to Charged Assets shall include references to any part of it);
- 1.5 **‘the Charged Property’** means the property referred to in clause 3.1.1 (and reference to Charged Property shall include references to any part of it);
- 1.6 **‘an Event of Default’** means any of the events specified in Condition 11 of the BTL Mortgage Conditions and any breach by the Borrower of this Deed;
- 1.7 **‘financial year’** has the meaning given to it in the Companies Act 2006 section 390;

- 1.8 **'Permitted Encumbrances'** means the encumbrances specified in Schedule 1 to this Deed.
- 1.9 **'Rental Income'** means the gross rents, licence fees and other moneys receivable now or at any time in the future by the Borrower or its agent in respect of or arising out of any tenancy or any periodic extension of such tenancy or any other agreement relating to the occupation of the Charged Property, or any part thereof;
- 1.10 **'Secured Liabilities'** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Borrower to the Bank under the Mortgage or otherwise howsoever arising
- 1.11 **'the Securities'** means the property referred to in clause 3.1.2;
- 1.12 **'Subsidiary'** has the meaning given to it in the Companies Act 2006 section 1159;
- 1.13 the expressions **'the Borrower'** and **'the Bank'**, where the context admits, include their respective successors and assigns, whether immediate or derivative;
- 1.14 Terms and phrases defined in the BTL Mortgage Conditions bear the same meaning in this Debenture unless separately defined in this Debenture. In the event any term of this Debenture conflicts with the BTL Mortgage Conditions, the terms of the BTL Mortgage Conditions shall prevail.

2. **Covenant to Pay**

The Borrower hereby covenants with the Bank that it shall on demand pay or discharge the Secured Liabilities when the same become due for payment or discharge whether by acceleration of otherwise, and whether such moneys, obligations or liabilities are express or implied; present, future or contingent; joint or several, incurred as principal or surety, originally owing to the Bank on any account or in any other manner whatsoever or purchased or otherwise acquired by it, or denominated in sterling or in any other currency.

3. **Fixed and floating charges**

- 3.1 As a continuing security for the payment of all money and the discharge of all obligations and liabilities covenanted to be paid or met or otherwise secured under this Deed, the Borrower, with full title guarantee, charges to the Bank:-

3.1.1 all freehold and leasehold property of the Borrower both present and future including (but not limited to) the property or properties specified in Schedule 1 hereto (if any) and all buildings and fixtures (including trade fixtures), plant, machinery, vehicles, computers and office and other equipment of the Borrower both present and future (excluding stock in trade of the Borrower) from time to time on that property or properties, with the benefit of all insurance claims in relation to the said property or properties and/or to any such items as aforesaid, and together with the benefit of all existing and future leases, underleases, tenancies and agreements relating to such property or properties (including all rents and profits from such property and the benefit from any rent guarantees or deposits) (**'the Charged Property'**);

3.1.2 all stocks, shares, bonds and securities of any kind whether marketable or otherwise, and all other interests and membership rights including (but not limited to) loan capital of the Borrower both present and future in any company, limited liability partnership, firm, consortium or entity registered anywhere in the world

(including, without limitation, each Subsidiary of the Borrower from time to time) including all allotments, accretions, offices, voting and other rights, benefits and advantages at any time accruing, offered or arising in respect of or incidental to such stocks, shares, bonds and securities and all stocks, shares, rights, money or property accruing to them or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise in respect of them ('the **Securities**');

- 3.1.3 the uncalled capital, goodwill and all patents, patent applications, trade marks, trade names, database rights, data, registered designs and copyrights, all the rights to any formulae, prototypes, test data, secret processes, knowhow, computer software, website or database data and rights and structures of the Borrower and other trade secrets and all licences and ancillary and connected rights relating to the intangible property or to any intellectual property both present and future of the Borrower ('the **IP Rights**'); and
 - 3.1.4 all book and other debts, revenues and claims both present and future (including things in action which may give rise to a debt, revenue or claim and any security or guarantees for any debt) due or owing or which may become due or owing to, or be purchased or otherwise acquired by, the Borrower, and the full benefit of all rights and remedies relating to such book and other debts, revenues and claims including (but not limited to) any negotiable or non-negotiable instruments, guarantees, indemnities, debentures, legal and equitable charges and other security, reservation of proprietary rights, rights of tracing, liens and all other rights and remedies of any nature in respect of such property; and
 - 3.1.5 the undertaking and all other assets of the Borrower both present and future, whatsoever and wheresoever situate, including (but not limited to) the stock in trade of the Borrower, and the heritable property which are or may be from time to time while this Deed is in force comprised in the property and undertaking of the Borrower, and the property described in clauses 3.1.1 to 3.1.4 if and in so far as the charges on that property, assets or rights or on any part or parts of that property, assets or rights contained in this Deed are for any reason ineffective as fixed charges.
- 3.2 The charges created by clause 3.1 shall as regards the property described in clauses 3.1.1, 3.1.2 and 3.1.3 be first fixed charges (and as regards all those parts of the Charged Property now vested in the Borrower shall constitute a charge by way of legal mortgage) and as to the property described in clause 3.1.5 shall be a first floating charge (subject to clause 4.2). The charge created by clause 3.1.4 shall be subject to the control of the Bank under clause 8.4 and shall take effect as a fixed charge where the Bank exercises such control.

3.3 **Assignments by way of security**

As a continuing security for the Secured Liabilities the Borrower assigns with full title guarantee to the Bank absolutely by way of security:-

- 3.3.1 all insurance policies held by or for the benefit of the Borrower including any insurances effected by third parties on behalf of the Borrower or any interest of the Borrower therein and all proceeds thereof and all bonuses and other moneys benefits and advantages that may be or become payable or accrue thereunder or under any substituted policy and all the right, title and interest whatsoever of the Borrower therein together with all rights and remedies relating thereto; and

- 3.3.2 all Rental Income, together with the benefit of any security in favour of the Borrower over any rent deposits in respect of any lease, licence or tenancy relating to the occupation of the Charged Property.
- 3.4 The Borrower shall immediately upon execution of this Deed (and immediately upon taking out any further insurance policy or entering into any further lease after the date of this Deed):
- 3.4.1 in respect of any insurance policy, deliver a duly completed notice of assignment to each other party to that insurance policy, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Bank an acknowledgment, in case in the respective forms set out in Schedule 2; and
- 3.4.2 in respect of any tenancy or tenancies of the Charged Property or any part thereof, deliver a duly completed notice to each tenant and shall use its reasonable endeavours to procure that each such party executes and delivers to the Bank an acknowledgment, in each case in the respective forms set out in Schedule 3.
4. **Restrictions on the Borrower**
- 4.1 Save as is permitted under the BTL Mortgage Conditions, the Borrower covenants that it will not (without the prior consent in writing of the Bank):-
- 4.1.1 sell, assign, discount, part with, pledge, charge or otherwise dispose of all or any part of the property described in clause 3.1.4 or deal with it save in accordance with clause 8.4; or
- 4.1.2 (except for charges in favour of the Bank created under this Deed and save for the Permitted Encumbrances set out in the Schedule 1 hereto) create, attempt to create or permit to subsist any mortgage, debenture, charge or pledge or permit any lien or other encumbrance (save a lien arising by operation of law in the ordinary course of trading) to arise on or affect all or any of the Charged Assets; or
- 4.1.3 part with possession or transfer, sell, lease or otherwise dispose of all or any of the Charged Assets or attempt or agree so to do (save in the case of stock in trade charged by way of floating charge only, which may be sold at market value in the usual course of trading conducted at the date of this Deed and for the purpose of carrying on its business).
- 4.2 Notwithstanding anything in this Deed, if, contrary to clause 3.1.2, the Borrower charges, pledges or otherwise encumbers any of the Charged Assets described in clause 3.1.5 without the prior consent in writing of the Bank, or attempts to do so, or if any creditor or other person attempts to bring any distress, execution, sequestration or other process against any of the Charged Assets described in clause 3.1.5, the floating charge created under this Deed over those assets shall automatically, without notice, operate as a fixed charge instantly on such event occurring.
- 4.3 During the continuance of this security the statutory and any other powers of leasing, letting, entering into agreements for leases or lettings, and accepting or agreeing to accept surrenders of leases or tenancies shall not in relation to all or any part of the Charged Assets (save stock in trade under clause 4.1.3) be exercisable by the Borrower, nor shall the Borrower part with possession of all or any part of the Charged Assets, confer any licence, right or interest to occupy, grant any licence or permission to assign, underlet or part with possession of all or any part of the Charged Assets, or agree suffer or permit any variation or addition to the terms of any lease, tenancy or licence without in every such

case obtaining the prior consent in writing of the Bank under the hand of a duly authorised officer of the Bank.

5. Registration at the Land Registry

The Borrower and the Bank will jointly apply to the Chief Land Registrar for registration of the following restriction to be entered in the proprietorship register of the registered title specified in Schedule 1 hereto or of the title to any other property which subsequently becomes subject to this charge that is registered: *'No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date of this Debenture] in favour of State Bank of India (UK) Limited referred to in the Charges Register or their conveyancer'*.

6. Bank accounts

The Borrower agrees that the Bank may, at any time without notice, after an Event of Default or on making demand, notwithstanding any settlement of account or other matter, combine or consolidate all or any of its then existing accounts, including accounts in the name of the Bank or of the Borrower jointly with others, and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any money due or obligations or liabilities of the Borrower to the Bank, whether such liabilities are existence at the date of this Deed or at the relevant time, actual, contingent, primary, collateral, several or joint.

7. Events of Default

- 7.1 The Bank shall cease to be under any further commitment to the Borrower, all money and liabilities secured under this Deed shall immediately become due and payable on demand, the security shall become enforceable, and, if so required by the Bank, the Borrower shall immediately provide cash cover on demand for all contingent liabilities of the Borrower to the Bank and for all notes or bills, bonds, guarantees, indemnities and all instruments entered into or agreed to be entered into by the Bank for or at the request of the Borrower, upon an Event of Default occurring.
- 7.2 Any licence, authorisation, consent or registration at any time necessary to enable the Borrower to comply with its obligations to the Bank or to carry on its business in the normal course is revoked, withheld, materially modified, fails to be granted or perfected, or ceases to remain in full force and effect.

8. Covenants by the Borrower

The Borrower covenants with the Bank that during the continuance of this security the Borrower will at all times and, where applicable immediately, observe the obligations and restrictions set out in the BTL Mortgage Conditions, and additionally will comply with the covenants set out below:

8.1 Event of Default

The Borrower will notify the Bank by fax, email or other electronic transmission, confirmed in writing, immediately on becoming aware of the occurrence of any event which will or may in due course constitute an Event of Default.

8.2 **Conduct of business**

The Borrower will conduct and carry on its business in a proper, efficient and business-like manner, will not make any substantial alteration in the nature of or mode of conduct of its business and will keep, or cause to be kept, proper books of account relating to the business.

8.3 **Accounts**

The Borrower will furnish to the Bank within 6 months of the end of the Borrower's financial year audited Annual Accounts showing the true position of the Borrower's affairs in each year, and also on a quarterly basis, within 42 days of the end of each quarter of the Borrower's financial year, quarterly management accounts prepared by the Borrower and also from time to time such other information relating to the assets and liabilities and the business of the Borrower as the Bank may reasonably require including but not limited to quarterly statements of receivables outstanding. The Borrower will also provide its customer wise/age wise debtor's list and inventory position on a monthly basis for the Bank's monitoring purposes.

8.4 **Book debts**

The Borrower will get in and realise all book and other debts and claims charged under clause 3.1.4 of this Deed in the ordinary course of its business, and pay all money which it may receive in respect of those book and other debts and claims into such account with the Bank or otherwise as the Bank may direct immediately on receipt, and pending such payment will hold such money on trust for the Bank. The Borrower will not (and will not purport to) without the prior consent in writing of the Bank sell, assign, charge or otherwise dispose of or release, exchange, compound, set off or grant time or indulgence in respect of, or factor or discount or otherwise deal with all or any of those book and other debts and claims, or purport so to do and will if called upon by the Bank from time to time execute legal assignments of any book or other debts to the Bank.

8.5 **Intellectual property**

The Borrower will observe and perform all covenants and stipulations from time to time affecting its intellectual property including (without limitation) its patents, patent applications, trade marks, trade names, registered designs and copyrights and all other industrial intellectual or other intangible property or property rights, or any licence or ancillary or connected rights from time to time relating to industrial, or intellectual or other intangible property, and preserve, maintain and renew when necessary or desirable all such licences and rights.

8.6 **Proceedings**

The Borrower will use its best endeavours to enforce, and at its own cost institute, continue or defend, all proceedings relating to any of the Charged Assets which are necessary to preserve the same unless the Bank agrees in writing to the contrary.

8.7 Repairs

The Borrower will keep all buildings and erections and all plant, machinery, fixtures, fittings, vehicles, computers and office and other equipment, and every part of such property, in good and substantial repair and in good working order and condition and not pull down or remove, or sell or otherwise dispose of any of such property without the prior consent in writing of the Bank except in the ordinary course of use, repair, maintenance or improvement. If the Borrower is at any time in default in complying with this covenant, the Bank may, but is not bound to, repair and maintain such property, with power for the Bank, its agents, and their respective employees to enter any of the Borrower's property for that purpose or to inspect the property. Any sum so expended by the Bank shall be repayable by the Borrower to the Bank on demand together with interest at the Default Rate from the date of payment by the Bank.

8.8 Insurance

In addition to the Borrower's obligations under the Mortgage, the Borrower will at its own expense insure and keep insured any of the Charged Assets of an insurable nature, with reputable insurers previously approved by the Bank in writing, against loss or damage by fire, burglary, theft, civil commotion, explosion, aircraft, flood, storm, tempest, lightning, burst pipes and such other risks and contingencies as the Bank from time to time requests, to the full replacement value of such assets from time to time including fees of architects, surveyors, engineers and all other professional fees and demolition charges, together (in the case of leasehold properties) with loss of rent for 12 months. The insurance must either be composite insurance failing which it must name the Bank as sole loss payee and the policy must contain such provisions for the protection of the Bank as the Bank may reasonably require. The Borrower must maintain such other insurance policies as composite insurance (failing which with the Bank named as sole loss payee on such policies) containing like provisions for the protection of the Bank, as are normally maintained by prudent companies carrying on similar businesses. The Borrower must pay all premiums and other money necessary to effect and keep up the insurances within one week of them becoming due, and on demand produce to the Bank the policies of insurance and proof of the payments, failing which the Bank may take out or renew the insurances in any sum which it may think expedient. All money expended by the Bank under this provision must be reimbursed by the Borrower on demand and will bear interest at the Default Rate from the date of payment by the Bank. The Bank reserves the right to use monies kept by the Borrower in any account held with the Bank to pay any premiums and other monies due to effect and maintain the insurances. All money to be received by virtue of any insurance maintained or effected by the Borrower (whether or not in pursuance of the obligations under this clause) shall be paid to the Bank (or if not paid by the insurers directly to the Bank held on trust for the Bank) and shall be applied in replacing, restoring or reinstating the property or assets destroyed, damaged or lost (any deficiency being made good by the Borrower on demand) or following demand by the Bank or the occurrence of an Event of Default at the option of the Bank be applied in reduction of the money, obligations and liabilities secured under this Deed.

8.9 Outgoings

The Borrower will punctually pay, and indemnify the Bank and any Receiver or Administrator appointed by it against, all existing and future rent, rates, taxes, duties,

charges, assessments, impositions and outgoings (whether imposed by agreement statute or otherwise and whether in the nature of capital or revenue and even if wholly novel) now or at any time during the continuance of this security payable in respect of all or any part of the Charged Assets or by the owner or occupier of those assets. If any such sums are paid by the Bank or by any Receiver or Administrator the sums must be repaid by the Borrower on demand with interest at the Default Rate from the date of payment by the Bank or any Receiver.

8.10 Leased interests

The Borrower will not without the prior consent in writing of the Bank vary, surrender, cancel, assign, charge or otherwise dispose of, or permit to be forfeit, its leasehold interest or interest as a contractual licensee in any premises or interest as licensee, bailee or otherwise in any credit sale, hire purchase, leasing, rental, licence or like agreement for any material equipment used in its business, or agree any rent review, but shall generally fulfil its obligations under every such lease licence and agreement and when required produce to the Bank proof of all payments from time to time due from the Borrower under the lease, licence or agreement.

8.11 Subsidiaries

The Borrower will not without the prior consent in writing of the Bank form or acquire any subsidiary or transfer, sell, lease or otherwise dispose of or contract the use of any Charged Assets to any subsidiary save on terms previously approved in writing by the Bank.

8.12 Notices

The Borrower will, upon receipt of it, produce to the Bank a copy and full details of any notice, order or proposal given, issued or made by any local or other authority relating to any of the Charged Assets, and without delay take all necessary steps to comply with the notice or order (or if the Bank so agrees or stipulates, appeal against it), or serve any appropriate counter-notice so as to protect the Charged Assets, and also, at the request of the Bank (but at the expense of the Borrower), make or join with the Bank in making any objections or representations in relation to the notice or order that the Bank considers or agrees are expedient. Any compensation received by the Borrower as a result of such notice or order shall be applied in the reduction of the money due to the Bank from the Borrower unless the Bank otherwise agrees.

8.13 Registration

The Borrower will not (without the prior consent in writing of the Bank):-

- 8.13.1 permit any person to be registered as proprietor of any of the Charged Property under the Land Registration Act 2002, or create or permit to arise any overriding interest affecting such property within the definition in that act; or
- 8.13.2 permit any person to become entitled to any proprietary right or interest that might affect the value of any land, fixtures or fixed plant and machinery charged by this Deed.

8.14 **Redemption of shares**

(If the Borrower is a company) the Borrower will not without the prior consent in writing of the Bank redeem or purchase its own shares.

8.15 **Deeds**

The Borrower will deposit with the Bank or a nominee of the Bank, and permit the Bank or its nominee during the continuance of this security to hold and retain:-

8.15.1 all deeds and documents of title relating to all freehold and leasehold property from time to time belonging to the Borrower (and the insurance policies relating to such property);

8.15.2 all stock and share certificates and documents of title relating to the Securities, and such deeds or documents of transfer (executed in blank) and other documents as the Bank may from time to time require for perfecting its title to the Securities (executed by or signed on behalf of the registered holder) or for vesting or enabling it to vest the Securities in itself or its nominees or in any purchaser;

8.15.3 all assurance policies from time to time effected by the Borrower on the lives of key employees; and

8.15.4 all such documents (including other insurance policies and bonds) relating to the Charged Assets as the Bank may from time to time require.

8.16 **Value**

The Borrower will not do or cause or permit to be done anything which may in any way prejudice the value to the Bank of the Charged Assets.

8.17 **Distributions**

8.17.1 The Borrower, if a Company, will not declare or pay a dividend except out of profits available for distribution and if a limited liability partnership except out of realised profits.

8.17.2 The Borrower will not declare or pay a dividend or pay any drawing or distribution out of profits whilst any interest payable or other payment due to the Bank is in arrears.

8.17.3 The Borrower will not pay an abnormal amount by way of dividend.

8.18 **Management**

The composition of the board of directors of the Borrower, or, if the Borrower is a limited liability partnership, the members, will not be changed without the Bank's prior consent in writing (such consent not to be unreasonably withheld or delayed).

9. **Further security**

The Borrower will at any time, if and when required by the Bank, execute any further legal or other mortgages, fixed or floating charges or assignments in favour of the Bank over all or any of the Charged Assets, both present and future, that the Bank from time to time reasonably requires to secure all money, obligations and liabilities covenanted under this

Deed to be paid, or otherwise secured under this Deed. Such further mortgages charges or assignments are to be prepared by or on behalf of the Bank at the cost of the Borrower and must contain an immediate power of sale without notice, a clause excluding the Law of Property Act 1925 section 93 and the restrictions contained in section 103 of that Act, and such other clauses for the benefit of the Bank as the Bank may reasonably require.

10. **Powers of the Bank**

10.1 Section 93 and 103 of the Law of Property Act 1925 shall not apply to the Debenture and the security constituted by the Debenture shall become immediately enforceable and the power of sale and other powers conferred on mortgagees by the Law of Property Act 1925 as varied or extended by the Debenture shall arise on the execution of the Debenture and be exercisable at any time after the Loan, the other moneys secured by the Mortgage or any part of this becomes due and remains unpaid without the restrictions contained in that Act as to the giving of notice or otherwise.

10.2 The statutory powers of leasing conferred on the Bank shall be extended so as to authorise the Bank and any Receiver or Administrator appointed by the Bank to lease and make agreements for leases, at a premium or reverse premium or otherwise, and accept surrenders of leases and grant options as the Bank considers expedient and without the need to observe any of the provisions of the Law of Property Act 1925 sections 99 and 100 and as if it or they were a beneficial owner of the property in question.

11. **Receiver**

11.1 **Appointment**

At any time after the Bank's demand for payment of any money or the discharge of any obligation or liability secured by this Deed, or if requested by the Borrower, the Bank may, in writing under its common seal or under the hand of a duly authorised officer of the Bank, appoint any person or persons ('the **Receiver**') to be a receiver, or manager, or a receiver and manager, of all or any part of the Charged Assets which are charged by way of a fixed charge, or a floating charge which has become fixed by the operation of clause 4.2 above (but any such appointment shall not be construed as an attempt by the Bank to appoint an administrative receiver). The Bank may authorise any joint receiver or manager to exercise any power independently of any other joint Receiver, may from time to time fix the remuneration of the Receiver, and may remove the Receiver and appoint another in his place.

11.2 **Agency**

The Receiver shall be the agent of the Borrower, and the Borrower shall be solely responsible for his acts or defaults and for his remuneration.

11.3 **Powers**

The Receiver shall have all the powers conferred from time to time on receivers by statute, in the case of the powers conferred by the Law of Property Act 1925 without the restrictions contained in section 103 of that Act, and in addition power on behalf and at the cost of the Borrower (notwithstanding liquidation of the Borrower) to do or omit to do anything which the Borrower could do or omit to do in relation to all or any part of the Charged Assets were it not for this Deed. In particular (but without limitation) the Receiver may:-

11.3.1 take possession of collect and get in all or any of the Charged Assets, exercise in respect of the Securities all voting or other powers or rights available to a registered holder of the Securities as he may think fit, and bring defend or discontinue any

proceedings or submit to arbitration in the name of the Borrower or otherwise as may seem expedient to him;

- 11.3.2 carry on, manage, develop, reconstruct, amalgamate or diversify all or any part of the business of the Borrower or concur in so doing, lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage, and raise or borrow any money (including money for the completion with or without modification of any building in the course of construction and any development or project in which the Borrower was engaged) from or incur any other liability to the Bank or others on such terms with or without security as he may think fit, so that any such security may be or include a charge on the whole or any part of the Charged Assets ranking in priority to this security or otherwise;
- 11.3.3 (without the restrictions imposed by the Law of Property Act 1925 section 103 or the need to observe any of the provisions of sections 99 and 100 of that Act) sell by public auction or private contract, let, surrender or accept surrenders, grant licences or otherwise dispose of or deal with all or any of the Charged Assets (whether at a premium or reverse premium or not), or concur in so doing, in any manner, for any consideration and generally on any terms and conditions he thinks fit, with full power to convey, let, surrender, accept surrenders or otherwise transfer or deal with the Charged Assets in the name, and on behalf, of the Borrower or otherwise, and so that covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Borrower (or other the estate owner) if he considers it necessary or expedient so to do;
- 11.3.4 promote the formation of a subsidiary company of the Borrower with a view to the subsidiary purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Charged Assets, and arrange for the subsidiary to trade or cease to trade on such terms and conditions as he may think fit;
- 11.3.5 make any arrangement or compromise or enter into or cancel any contracts that he thinks expedient;
- 11.3.6 make and effect any repairs, renewals and improvements to all or any part of the Charged Assets as he thinks fit and maintain, renew, take out or increase insurances;
- 11.3.7 appoint managers, agents, officers and employees for any of the above purposes or to guard or protect the Charged Assets at such salaries and commissions and for such periods and on such terms as he may determine, with power to dismiss them;
- 11.3.8 make calls conditionally or unconditionally on the members of the Borrower in respect of uncalled capital;
- 11.3.9 without any further consent by or notice to the Borrower, exercise on behalf of the Borrower all the powers and provisions conferred on a landlord or a tenant by any legislation from time to time in force relating to rents or agriculture in respect of any part of the property charged by this Deed, but without any obligation to exercise any of these powers and without any liability in respect of powers so exercised or omitted to be exercised; and
- 11.3.10 sign any document, execute any deed and do all other acts and things that may be considered by him to be incidental or conducive to any of the matters or powers referred to in this clause 11 or to the realisation of the Bank's security, and use the name of the Borrower for all the purposes referred to in this clause 11.

11.4 **Application of money**

All money received by the Bank or by the Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to such costs, in or towards satisfaction of the Secured Liabilities and in such order as the Bank in its absolute discretion may from time to time conclusively determine (save that the Bank may credit the money to a suspense account for so long and in such manner as it may from time to time determine and the Receiver may retain the money for such period as he and the Bank consider expedient).

11.5 **Protection of third parties**

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Bank or any Receiver appointed by it to exercise any of the powers conferred by this Deed has arisen or not, or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

11.6 **Costs**

The Borrower covenants with the Bank to pay on demand all costs, charges, taxes and expenses properly incurred by the Bank or by any Receiver in or about the enforcement, preservation or attempted preservation of this security or of all or any of the Charged Assets on a full indemnity basis with interest at the Default Rate. Any Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm. The Bank reserves the right to debit such costs from the Borrower's account held with it.

11.7 **Liability to account**

Neither the Bank nor any receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets, or be liable for any loss upon realisation of, or for any neglect or default of any nature in connection with, the Charged Assets for which a mortgagee in possession may be liable as such.

11.8 **Indemnity**

The Borrower agrees to indemnify both the Bank and any Receiver against all losses, actions, claims, expenses, demands and liabilities for anything done or omitted in the exercise or purported exercise of the powers contained in this Deed or occasioned by any breach by the Borrower of any of its covenants or other obligations to the Bank, whether in contract, tort or otherwise, incurred by the Bank or Receiver, or by any manager, agent, officer or employee for whose liability, act or omission it or he may be answerable now or after the date of this Deed provided that this indemnity shall not apply to any losses, actions, claims, expenses, demands and liabilities arising from the wilful default of the Bank. The Borrower shall indemnify the Bank and any Receiver on demand and shall pay interest on the sums demanded at the Default Rate.

12. **Administrator**

12.1 **Power to appoint**

The charge created by clause 3.1.5 hereof is a qualifying floating charge within the meaning of paragraph 14 of Schedule B1 of the Insolvency Act 1986 and that paragraph applies to the charge created by clause 3.1.5.

12.2 **Appointment**

At any time after the Bank's demand for payment of any money or the discharge of any obligation or liability secured by this Deed, or if requested by the Borrower, or, whether or not any demand has been made for payment of any money or the discharge of any obligation or liability secured by this Deed, if the Bank becomes aware of the occurrence of any Event of Default, or if the security created by this Deed shall be in jeopardy, the Bank may appoint by writing any person or persons who is or are qualified to act as an administrator in relation to the Borrower to be an administrator ('the **Administrator**', which expression shall include any joint or substituted Administrator(s)) of the Borrower.

12.3 **The Administrator shall be an officer of the court and shall have all powers conferred by in Schedule B1 of the Insolvency Act 1986. In particular, but without limiting any general powers of the Bank's power of sale, the Administrator shall have power:-**

12.3.1 **to carry on or concur in carrying on the Borrower's business and for that purpose to raise money from the Bank or others on the security of all or any part of the charged assets including the Borrower's goodwill;**

12.3.2 **to sell, let and/or terminate or to accept surrenders of the leases, in such manner and on such terms (including at a premium or a reverse premium) as he thinks fit;**

12.3.3 **to take, continue or defend any proceedings and make any arrangements or compromise which he shall think fit;**

12.3.4 **to make and effect all repairs, improvements and insurances at the Charged Property;**

12.3.5 **to call up any of the Borrower's uncalled capital;**

12.3.6 **to promote the formation of a subsidiary company or companies of the Borrower, so that such subsidiary may purchase, lease, licence or otherwise acquire interests in all or any part of the fixtures and fittings at the Charged Property, or any other charged assets; and**

12.3.7 **to do all other acts and things which he may consider to be incidental or conducive to any of the above powers.**

12.4 **The rights of the Bank under this clause are in addition to, and not restrictive of any power(s) on the part of the Bank under the Insolvency Act 1986 or The Enterprise Act 2002 to apply to the court as a creditor for the purposes of the appointment of a court appointed receiver or court appointed administrator.**

13. **Power of attorney**

The Borrower, by way of security, irrevocably appoints the Bank and the persons deriving title under it and separately any Receiver and Administrator appointed by the Bank, jointly

and severally, to be its attorney, in its name, on its behalf and as its act and deed or otherwise, to execute and complete in favour of the Bank or its nominees or of any purchaser any documents which the Bank may require for perfecting its title to or for vesting the Charged Assets both present and future in the Bank or its nominees or in any purchaser, and to do all such acts and things as may be required for the full exercise of all or any of the powers conferred by this Deed or which may be deemed expedient by the Receiver or Administrator on or in connection with any sale, lease, disposition, realisation or getting in by the Bank or any Receiver or Administrator of all or any part of the Charged Assets, or in connection with any other exercise of any power under this Deed and this appointment shall operate as a general power of attorney made under section 10 of the Powers of Attorney Act 1971. The Borrower covenants with the Bank and separately with any Receiver and Administrator appointed out of court by the Bank that on request it will ratify and confirm all security agreements, documents, acts and things and all transactions entered into by the Bank or Receiver or Administrator, or by the Borrower at the instance of the Bank or Receiver or Administrator in the exercise or purported exercise of its or his powers, and the Borrower irrevocably acknowledges and agrees that this power of attorney is (inter alia) given to secure the performance of the obligations owed by the Borrower to the Bank and any Receiver or Administrator.

14. Continuing security

This security shall be a continuing security notwithstanding any settlement of account or other matter and is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, lien, pledge, bill, note, mortgage or other security (whether created by the deposit of documents or otherwise) now or after the date of this Deed held by or available to the Bank. This security shall not be in any way prejudiced or affected by (or by the invalidity of) any other right or remedy or any guarantee, lien, pledge, bill, note, mortgage or other security, or the Bank now or in future dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any other right or remedy or any guarantee, lien, pledge, bill, note, mortgage or other security or any rights which it may now or after the date of this Deed have, or giving time for payment or indulgence or compounding with any other person liable.

15. Money/currency

- 15.1 All money received or held by the Bank or a Receiver under this Deed may from time to time, after demand has been made, or where the Bank is entitled to do so under the Mortgage, be converted into such other currency as the Bank considers necessary or desirable to cover the obligations and liabilities of the Borrower in that currency at the then prevailing rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing the currency to be acquired.
- 15.2 If, and to the extent that, the Borrower fails to pay the amount due on demand, the Bank may in its absolute discretion without notice to the Borrower purchase at any time after that time so much of a currency as the Bank considers necessary or desirable to cover the obligations and liabilities of the Borrower in that currency secured by this Deed at the then prevailing rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing that currency, and the Borrower agrees to indemnify the Bank against any costs and expenses and loss occasioned by the Bank.
- 15.3 No payment to the Bank (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Borrower in respect of which it was made unless and until the Bank has received payment in full in the currency in which the obligation or liability was incurred. To the extent the amount of any payment, on actual conversion into that currency falls short of the obligation or liability expressed in that currency, the Bank

shall have a further separate cause of action against the Borrower and shall be entitled to enforce the charges created by this Deed to recover the amount of the shortfall.

- 15.4 The Borrower shall indemnify and hold harmless the Bank from and against any loss suffered or incurred as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which the Bank may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

16. Representations and Warranties

- 16.1 The Borrower represents and warrants to the Bank that:-

16.1.1 the Borrower is the legal and beneficial owner of the Charged Property, the Securities, the IP Rights and the property described in clauses 3.1.4 and 3.1.5;

16.1.2 the Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property, the Securities, the IP Rights or any interest in them;

16.1.3 there is no breach of any law or regulation which materially adversely affects the Charged Property, the Securities or the IP Rights;

16.1.4 nothing has arisen, has been created or is subsisting which would be an overriding interest in any Charged Property; and

16.1.5 no encumbrance expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Borrower or otherwise.

17. Miscellaneous

- 17.1 A reference in this Deed to a charge or mortgage of any freehold, leasehold or commonhold property includes:-

17.1.1 all buildings and fixtures (including trade and tenant's fixtures) which are situated on that property at any time;

17.1.2 the proceeds of the sale of any part of that property; and

17.1.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of that property, and any monies paid or payable in respect of those covenants.

- 17.2 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Mortgage and of any side letters between any parties in relation to the Mortgage are incorporated into this Deed.

- 17.3 A third party has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Deed.

- 17.4 Failure or delay by the Bank in exercising any right or remedy shall not operate as a waiver, and single or partial exercise or waiver of any right or remedy shall not preclude its further exercise or the exercise of any other right or remedy.

- 17.5 Each of the provisions of this Deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired.
- 17.6 The Borrower certifies that neither the execution of this Deed nor the creation of the charges contained in this Deed contravenes any of the provisions of the memorandum and articles of association of the Borrower.
- 17.7 This Deed shall be governed and construed in accordance with English Law and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter.

18. **Notices**

- 18.1 Every notice or other communication under this Deed shall be in writing and may be delivered personally or by letter, by facsimile, email or other electronic transmission (forthwith confirmed by letter) despatched as follows:

18.1.1 if to the Bank, to the following:

Facsimile: []

(i) Email: []

(ii) for the attention of the Head of Credit Retail;

18.1.2 if to the Borrower, at its address specified at the head of this Deed or its registered or principal office for the time being or to the following:

Facsimile: []

Email: []

for the attention of []

or (in any case) to such other address and/or facsimile number as may be notified in accordance with this clause by the relevant party to the other party and acknowledged for such purpose.

- 18.2 Every notice or other communication shall, subject as otherwise provided in this Deed, be deemed to have been received, if sent by registered post, on the next Business Day and, if delivered personally, by email or by facsimile transmission, at the time of delivery or despatch if during normal business hours in the place of intended receipt on a Business Day in that place and otherwise at the opening of business in that place on the next Business Day, provided that any notice or communication to be made or delivered to the Bank shall be effective only on actual receipt by the Bank.

IN WITNESS WHEREOF this Debenture has been executed and delivered as a Deed the day and year first above written.

Schedule 1

1.2 The Charged Property

[Description of the Charged Property including full address and post code and all Land Registry Title Numbers, and if the Property is held under a lease, the date and parties to the lease and the current rent payable thereunder.]

Permitted Encumbrances

[Where the Charged Property is subject to leases or tenancies, the date of and parties to each such lease or tenancy and the current Rent payable thereunder must be stated.]

[Where the Property is subject to prior mortgage or prior charge details of the date, name of the mortgagee or charge and the amount secured in priority to this Debenture must be stated.]

Schedule 2

2. FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY INSURERS

To: [Insert name and address of relevant insurer]

Dated: [] 20[]

Dear Sirs

Re: [Describe insurance policies] dated [] 20[] between (1) You and (2) [the Borrower] (the 'Chargor')

1. We give notice that, by a debenture dated [] 20[] (the '**Debenture**'), we have assigned to **State Bank of India (UK) Limited** (the '**Bank**') all our present and future right, title and interest in and to the policies described above (together with any other agreement supplementing or amending the same, the '**Policies**') including all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies.
2. We irrevocably authorise and instruct you from time to time:-
 - 2.1 to disclose to the Bank at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure) such information relating to the Policies as the Bank may from time to time request;
 - 2.2 to hold all sums from time to time due and payable by you to us under the Policies to the order of the Bank;
 - 2.3 to pay or release all or any part of the sums from time to time due and payable by you to us under the Policies only in accordance with the written instructions given to you by the Bank from time to time;
 - 2.4 to comply with any written notice or instructions in any way relating to (or purporting to relate to) the Debenture, the sums payable to us from time to time under the Policies or the debts represented by them which you may receive from the Bank (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction); and
 - 2.5 to send copies of all notices and other information given or received under the Policies to the Bank.
3. We irrevocably instruct you, with effect from the date of this notice, to note on the relevant Policies the Bank's interest as sole loss payee and as first priority assignee of the Policies and the rights, remedies, proceeds and claims referred to above.

4. We are not permitted to receive from you, otherwise than through the Bank, any amount in respect of or on account of the sums payable to us from time to time under the Policies or to agree any amendment or supplement to, or waive any obligation under, the Policies without the prior written consent of the Bank.
5. This notice may only be revoked or amended with the prior written consent of the Bank.
6. Please confirm by completing the enclosed copy of this notice and returning it to the Bank (with a copy to us) that you agree to the above and that:
 - 6.1 you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
 - 6.2 you have not, at the date this notice is returned to the Bank, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them or any breach of the terms of any Policy and you will notify the Bank promptly if you should do so in future;
 - 6.3 you will not permit any sums to be paid to us or any other person under or pursuant to the Policies without the prior written consent of the Bank; and
 - 6.4 you will not exercise any right to terminate, cancel, vary or waive the Policies or take any action to amend or supplement the Policies without the prior written consent of the Bank.
7. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf of [the Borrower]

[On copy]

To: State Bank of India (UK) Limited
15 King Street
London EC2V 8EA

Copy to: **[The Borrower]**

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph [6] of the above notice.

for and on behalf of

[]

Dated: [] 20[]

Schedule 3

Notice of Assignment of Rental Income

To:

[]

[]

[We], [the Borrower] hereby give you notice of a debenture (the "**Debenture**") dated [] and made between (1) [us][me] and (2) State Bank of India (UK) Limited (the "**Bank**") whose address is 15 King Street, London EC2V 8EA. A copy of the Debenture is attached.

Pursuant to the Debenture [we] [I] assigned to the Bank the rents payable under the tenancy agreement dated [] and made between [us][me] and you (the "**Tenancy**").

Under the Debenture [we][I] remain liable to you to perform all the obligations assumed by [us][me] under the Tenancy and the Bank is under no obligation of any kind whatsoever under the Tenancy.

[We][I] hereby irrevocably authorise and instruct you in the event you receive a written request from us or from the Bank to do so to pay the Bank to such account as they may advise.

A receipt from the Bank shall be a full and sufficient discharge to you for any such payment.

The authority and instruction is irrevocable without the prior written consent of the Bank.

Please acknowledge receipt of this notice and the copy of the Debenture by signing and returning the enclosed duplicate notice to the Bank.

Dated: []

[For and on behalf of:] []

To: State Bank of India (UK) Limited

[]

[]

[We][I] hereby acknowledge receipt of a notice of which the above is a duplicate.

[For and on behalf of:] []

Director/Secretary

[] Limited
(the 'Company')

Minutes of a meeting of the board of directors of the Company held at [] [by telephone] on [] 20[] at [] [am][pm]

Present: [] Chairman
[]

1. **Notice, quorum and chairman**

It was noted that due and proper notice had been given to all the directors and that a quorum was present. [] was appointed Chairman. The Chairman declared the meeting open.

2. **Purpose of the meeting**

The Chairman explained that the purpose of the meeting was to consider and, if thought appropriate, approve the entry into a [loan facility] with State Bank of India (UK) Limited and all matters ancillary to it (the '**Transaction**').

3. **Directors' duties and declaration of interest**

The directors were reminded that they needed to comply with their duties to the Company, including the duties set out in ss171 to 177 Companies Act 2006 (the '**Act**'). These included a duty to declare interests in proposed transactions and arrangements with the Company and a separate and independent statutory obligation to declare interests in existing transactions and arrangements with the Company.

Each director was reminded that he also needed to comply with his duty to avoid a situation in which he has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, unless authorised either by directors independent of the conflict, as permitted by the Act and the Company's articles of association or in one of the other ways permitted by the Act.

It was noted that under the Company's articles of association, each of the directors were entitled to vote and count to the quorum on all the business to be discussed at the meeting.

4. **Documents considered**

The following documents in relation to the Transaction were produced to the meeting:

[]

[]

(the '**Documents**').

5. **Approval of the Transaction and the Documents**

5.1 The meeting considered the Documents. The background to the Transaction was then reported.

5.2 After due and careful consideration of each of the Documents and the information presented to the meeting, **it was resolved** that:

- (a) the entry into by the Company of the Transaction and each of the Documents on its terms was most likely to promote the success of the Company for the benefit of the members as a whole, and therefore the Transaction and the Documents be approved;
- (b) any director be authorised on behalf of the Company to sign any Document required to be executed by the Company under hand; and
- (c) any two directors or any director and the secretary be authorised on behalf of the Company to execute any Document required to be executed as a deed by the Company and any director be authorised on behalf of the Company to sign any Document required to be executed as a deed by the Company in the presence of a witness who attests the signature;

in each case with such amendment as any director signing or executing the relevant Document may approve and in each case the relevant director be authorised to sign all such certificates, documents and notices as may be required or thought desirable in connection with the Transaction.

6. **Returns**

It was resolved that the secretary be authorised and instructed to complete and sign (or to arrange for the completion and signature of) all appropriate forms and other documents in respect of the matters referred to above and to arrange for delivery of such forms and documents to the Registrar of Companies and such persons as may be required.

7. **Close**

There being no further business the Chairman declared the meeting closed.

Signed on _____ [date : _____]

For and on behalf of the Company

By Chairman _____

[On letterhead of solicitors]

[Date: _____]

To: State Bank of India (UK) Limited
PO Box 1018
Ipswich
Suffolk
IP1 9WU

Dear Sirs

Borrower: []
Guarantor: []

We refer to the guarantee (the '**Guarantee**') given by the Guarantor in respect of loan facilities made by you to the Borrower.

We certify that we have advised the Guarantor in connection with the execution by him of the Guarantee.

We confirm that:

1. The Guarantor is known to us.
2. The Guarantor signed the Guarantee on [date].
3. We explained to the Guarantor that it is your requirement that the nature and implications of entering in to the Guarantee and the transaction are explained to him by a solicitor so that you can be certain that he understands the nature of the transaction and is freely entering into it and so that there can be no dispute in the future as to whether the Guarantee is legally binding and as to whether undue influence was put on him to sign it.
4. We explained the nature and implications of entering into the Guarantee and we pointed out the risks of entering into the document and explained to the Guarantor that he had a choice whether to do so. The Guarantor signed the document and confirmed that he did wish to proceed and that he was content that we should write to you confirming that we had explained the nature of the document and the practical implications there may be for the Guarantor.
5. We are satisfied that the Guarantor understood our advice given during a [face-to-face meeting] / [conference call] on [date] with no other party in attendance.
6. We confirm that the information given to us by you was sufficient to enable us to properly advise the Guarantor.

Yours faithfully

[Name of Solicitor: _____]
[Firm of Solicitors: _____]

DATED _____ **[20]**

- and -

State Bank of India (UK) Limited

ASSIGNMENT OF RENTAL INCOME

- relating to –

[]

ASSIGNMENT OF RENTAL INCOME

Date:

The Assignor:

Bank:

State Bank of India (UK) Limited whose principal place of business is at 15 King Street, London, EC2V 8EA. Registration number: 10436460. Address for service in England is at State Bank of India (UK) Limited, PO Box 1018, Ipswich, Suffolk, IP1 9WU.

Authorised by Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. State Bank of India (UK) Limited is entered on the Financial Services Register and its registration number is 757156

PARTICULARS

The Property:

Tenure:

Freehold/Leasehold

Title Number:

THIS DEED WITNESSES AS FOLLOWS:

8. INTERPRETATION

8.1 In this Deed the following terms shall have the following meanings:

"Notice of Assignment"	means a notice in the form of the draft set out in the Schedule.
"Rental Income"	means the gross rents, licence fees and other moneys receivable now or at any time in the future by the Assignor or its agent in respect of or arising out of an assured shorthold tenancy or any periodic extension of such tenancy or any other agreement relating to the occupation of the Property.
"Property"	means the property described in the Particulars.
"Tenants"	means the tenant or tenants (as the case may be) who are from time to time in occupation of the Property.

8.2 Words importing the masculine gender shall include the feminine and neuter genders and vice versa.

9. ASSIGNMENT

- 9.1 As a continuing security for all moneys and liabilities from time to time due, owing or incurred by the Assignor to the Bank, the Assignor with full title guarantee hereby assigns to the Bank all Rental Income by way of security as a continuing security for the payment and discharge of the moneys and liabilities referred to above. Further the Assignor hereby assigns the benefit of any security in favour of the Assignor over any rent deposits in respect of any lease, licence or tenancy relating to the occupation of the Property by way of security as a continuing security for the payment and discharge of the moneys and liabilities referred to above.
- 9.2 The Bank's rights under this Deed are in addition to and without prejudice to any rights which the Bank or any receiver appointed by the Bank may have to the Rental Income under the Law of Property Act 1925 (or any statutory provisions amending, modifying or replacing the same).
- 9.3 The Assignor shall forthwith give Notice of Assignment to each of the Tenants and forthwith provide to the Bank within 21 days of the date hereof a copy of the Notice of Assignment and a copy of this Deed and evidence that it has been given to the Tenants.

10. RENT AUTHORITIES

- 10.1 The Assignor shall at any time on written demand from the Bank instruct (in such form as the Bank may require) all Tenants to pay all Rental Income to such account in the name of the Bank as the Bank may elect and take all steps necessary to ensure compliance with such instructions including obtaining acknowledgements thereof. It is agreed that the Bank may elect to give such instructions to the Tenants direct and may also give a written demand to the Assignor to confirm such instructions to the Tenants.
- 10.2 On receipt of a demand under clause 3.1 the Assignor shall forthwith give a written instruction to the Tenants to pay all Rental Income to the account nominated and provide evidence that the Assignor has given such instruction.

10.3 In the event that the Assignor fails to comply with any demand of the Bank to issue any instructions under clause 10.1 the Bank shall have power in the name of the Assignor to give such instructions to the Tenants.

10.4 The Bank may apply any Rental Income received as it considers fit towards discharge of the moneys and liabilities referred to in clause 9.1.

11. COVENANTS

The Assignor covenants with the Bank:

11.1 promptly and at its own expense to take all action necessary (except forfeiture) to ensure that all Rental Income is paid at the times and in the manner prescribed and forthwith upon written request from the Bank to pay the Bank (without deduction or set off) all moneys received as Rental Income and to hold the same on trust for the Bank until so paid;

11.2 to ensure that no person other than the Bank obtains any right in respect of the Rental Income;

11.3 expeditiously to comply with all rent review procedures related to the Rental Income and not to agree any revised rent without the prior written consent of the Bank (not to be unreasonably withheld or delayed).

12. POWER OF ATTORNEY

12.1 The Assignor by way of security irrevocably appoints the Bank to be the attorney of the Assignor (with full powers of substitution and delegation) for the Assignor in the name of or otherwise and on behalf of the Assignor and as the act and deed of the Assignor to sign, seal, execute, deliver, perfect and do all deeds, instruments, notices, documents, acts and things which the Assignor is obliged to do under the provisions contained in this Deed and generally in the name of the Assignor and on behalf of the Assignor to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Deed and to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it deems proper in the exercise of all or any of the powers, authorities and discretions conferred on the Bank under this Deed.

12.2 The Assignor agrees to ratify and confirm anything such attorney shall lawfully and properly do or purport to do by virtue of this clause 12.

13. NO LIABILITIES AS MORTGAGEE IN POSSESSION

Nothing contained in the Deed shall be deemed to constitute the Bank as mortgagee in possession of the Property.

14. COSTS AND EXPENSES

All costs, charges and expenses (together with any VAT) incurred by the Bank in the preservation and enforcement of the security under this Assignment shall be reimbursed by the Assignor to the Bank on demand on a full indemnity basis.

15. DISCHARGE

The Bank shall at the request and cost of the Assignor discharge the security under this Deed following the final unconditional and irrevocable payment and discharge of all the moneys and liabilities hereby secured.

16. SECURITY

- 16.1 This Deed is a continuing security and remains in force notwithstanding any fluctuation from time to time in the amount of moneys and liabilities hereby secured.
- 16.2 The rights and powers conferred on the Bank under this Agreement are not affected by any release discharge, variation or invalidity of any other security held by the Bank.
- 16.3 The rights and powers conferred on the Bank under this Deed are in addition to any right conferred on it by law and statute.
- 16.4 The Bank may assign or transfer this Deed. The Bank may disclose to any person connected with us and/or any person to whom we are proposing to transfer or assign or sub-participate or have transferred or assigned or sub-participated any of our rights under this Deed (or any advisors) any information about you or any party connected or associated with you. The Assignor may not transfer his/her/its rights or obligations.

17. CONTRACTUAL RIGHTS OF THIRD PARTIES

No person who is not a party to this Deed shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

18. GOVERNING LAW AND JURISDICTION

- 18.1 This Deed and any non-contractual obligations arising in relation to it shall be governed by and construed in accordance with the law of England and Wales.
- 18.2 It is irrevocably agreed for the exclusive benefit of the Bank that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Deed and that accordingly any suit, action or proceeding arising out of or in connection with this Deed (in this clause referred to as "Proceedings") may be brought in such courts. Nothing in this clause shall limit the right of the Bank to take Proceedings against the Assignor in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

19. NOTICES

- 19.1 Any notice given under this Deed shall be in writing and must be served by delivering it personally or sending it by pre-paid post, or fax to the address and for the attention of the relevant party set out in clause 19.2, or as otherwise notified in writing by that party hereunder. Any such notice shall be deemed to have been received:
 - 19.1.1 if delivered personally, at the time of delivery;
 - 19.1.2 in the case of pre-paid post, 48 hours from the date of posting; and
 - 19.1.3 in the case of fax, at the time of transmission.
- 19.2 The addresses and fax numbers of the parties for the purposes of clause 19.1 are:

The Bank:

for the attention: **State Bank of India (UK) Limited**

Fax: 01473283859

The Assignor:

Address:

Fax:

or such other address or facsimile number as may be notified in writing from time to time by the relevant party to the other party and in the case of change of address or facsimile number notified by the Assignor only, such change has been acknowledged in writing by the Bank.

19.3 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in clause 19.2 (or as otherwise notified) and delivered either to that address or into the custody of the postal authorities as a pre-paid post with recorded delivery, or that the notice was transmitted by fax to the fax number of the relevant party set out in clause 19.2, or as otherwise notified by that party under this Deed

19.4 Notice given under this Deed shall not be validly served if sent by e-mail.

20. MISCELLANEOUS

20.1 Any term of this Deed may be amended or waived only with the written consent of the Bank and the Assignor and any such amendment or waiver will be binding on all parties hereto.

20.2 This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

20.3 No failure to exercise, nor any delay in exercising, on the part of the Bank, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

IN WITNESS whereof the Assignor has executed and delivered this Deed as a deed the day and year first above written

Executed as a deed by)

State Bank of India (UK) Limited)

Acting by [two Directors] [by one Director and
the Company Secretary]

.....
Director

.....
Director/Secretary

Signed as a deed by)

[Name])

In the presence of

Witness

Signature

Name

Address

Occupation

Executed as a deed by
[Company Name] Limited

)

)

.....
Director

.....
Director/Secretary

The Schedule
Form of Notice of Assignment

Notice of Assignment of Rental Income

To:

[]
[]

[We] [I], [] of [] hereby give you notice of the Assignment of Rental Income (the "**Assignment**") dated [] and made between (1) [us][me] and (2) State Bank of India (UK) Limited (the "**Bank**") whose address is 15-17 King Street, London EC2V 8EA. A copy of the Assignment is attached.

[We] [I] assigned to the Bank the rents payable under the tenancy agreement dated [] and made between [us][me] and you (the "**Tenancy**").

Under the Assignment [we][I] remain liable to you to perform all the obligations assumed by [us][me] under the Tenancy and the Bank is under no obligation of any kind whatsoever under the Tenancy.

[We][I] hereby irrevocably authorise and instruct you in the event you receive a written request from us or from the Bank to do so to pay the Bank to such account as they may advise.

A receipt from the Bank shall be a full and sufficient discharge to you for any such payment.

The authority and instruction is irrevocable without the prior written consent of the Bank.

Please acknowledge receipt of this notice and the copy of the Assignment by signing and returning the enclosed duplicate notice to the Bank.

Dated: []
[For and on behalf of:] []

To:

[]
[]

[We][I] hereby acknowledge receipt of a notice of which the above is a duplicate.

Dated: []
[For and on behalf of:] []

SOURCE OF FUNDS DECLARATION

Please complete and return

I/We hereby declare that the funds which I/we will be providing to facilitate my/our purchase (excluding the proceeds of any related sale and/or any mortgage advance from another recognised institutional lender) will be coming from the source(s) set out below.

Signed Dated

Signed Dated

Signed Dated

Signed Dated

(Each client must sign the form)

Please insert details of the source of funds in the space below and then attach evidence in support.
For example:-

- If you have come into money as a result of inheritance, gift, lottery win or similar, please provide written evidence of correspondence from solicitors or the funder in support
- If you have been regularly saving funds, please provide evidence of your savings history
- If you have recently received a payout from an insurance, pension or similar policy, please provide evidence of correspondence from the company
- If money has come to you as a result of your employment, please provide a copy of the letter from your HR department or employer confirming any extraordinary payment

Source of Funds	Supporting Evidence

END USE OF FUNDS DECLARATION

Please complete and return

Date:

I/We refer to application number dated submitted by me/us to State Bank of India (UK) Limited in relation to a Loan Facility (the "**Facility**") from State Bank of India (UK) Limited.

I/We hereby declare that the Facility is for the purpose of:

.....

(the "**Purpose**") and I/we undertake not to apply the funds advanced under the Facility to any purpose other than the Purpose.

I/We agree that any breach or default in complying with the above undertaking will constitute an event of default in relation to the Facility.

Signed Dated

Signed Dated

Signed Dated

Signed Dated

(Each client must sign the form)

DATE

20[]

(1) **The individual[s] listed in the Schedule.**

(2) _____ **[Borrower]**

(3) **State Bank of India (UK) Limited, London Branch**

Subordination Deed

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PARTIES

- (1) **The individual[s] listed in the Schedule** (The Subordinated Creditors) (the '**Subordinated Creditors**'); and
- (2) [] **Limited**, a company incorporated in [] with registered number [] and whose registered office is at [] (the '**Borrower**'); and
- (3) **State Bank of India (UK) Limited** acting through its London Branch at 15 King Street, London EC2V 8EA (the '**Bank**').

RECITALS

- (A) By a facility agreement dated [] (the '**Senior Facility Agreement**') between the Bank and the Borrower, the Bank made a [loan] facility available to the Borrower.
- (B) It is a condition of the utilisation of the facility under the Senior Facility Agreement that the Subordinated Creditors enter into this Deed.

OPERATIVE PROVISIONS

21. Definitions and interpretation

21.1 Definitions

In this Deed and the recitals hereto, the following terms have the following meanings:

'Business Day'	a day (other than a Saturday or Sunday) on which banks are open for business in London,
'Creditors'	any of the Bank and the Subordinated Creditors;
'Debt'	the Senior Debt and the Subordinated Debt;
'Enforcement Action'	in relation to any Debt, any action to: <ul style="list-style-type: none">(a) demand payment, declare prematurely due and payable or otherwise seek to accelerate payment of, or place on demand, all or any part of such Debt;(b) recover all or any part of such Debt (including by exercising any right of set-off or combination of accounts);(c) exercise or enforce directly or indirectly any right against sureties or any other rights under any other document or agreement in relation to, or given in support of, all or any part of such Debt;(d) petition or apply for (or take any other steps or action which may

	lead to) an Insolvency Event in relation to the Borrower; or
	(e) commence legal proceedings against the Borrower;
'Finance Documents'	the Senior Finance Documents and the Subordinated Debt Documents;
'Insolvency Event'	in respect of any person means: <ul style="list-style-type: none"> (a) that person's bankruptcy, dissolution, liquidation, winding up, administration or entering into any voluntary arrangement or composition with creditors; (b) the appointment of a receiver or administrative receiver in respect of all or part of that person's assets; and (c) any event having a similar effect under the laws of any relevant jurisdiction;
'Security'	any mortgage, charge, assignment by way of security, pledge, lien, any form of distress, attachment, execution or other legal process or any other type of encumbrance or security interest or any other type of arrangement (including any title transfer and retention arrangement) having or intended to have a similar effect under the laws of any relevant jurisdiction;
'Senior Debt'	the aggregate amount from time to time outstanding of all monies, obligations and liabilities (whether actual or contingent, present or future and whether incurred solely or jointly or in any other capacity) due, owing or incurred to the Bank under or pursuant to any Senior Finance Document, together with all interest on it and all costs, charges and expenses due, owing or incurred under or in connection with any Senior Finance Document;
'Senior Default Rate'	the rate of interest determined in accordance with Clause [] of the Senior Facility Agreement;
'Senior Discharge Date'	the date on which all of the Senior Debt has been irrevocably paid and discharged in full;
'Senior Finance Documents'	the Senior Facility Agreement and any document granting Security in respect of the Borrower's liabilities under the Senior Facility Agreement;
'Subordinated Debt'	all monies, capital contributions, obligations and liabilities (whether actual or contingent, whether incurred solely or jointly with any other person and whether incurred as principal or surety) now or in the future due, owing or incurred by the Borrower to any Subordinated Creditor in any currency, together with all interest on any of the same, and all costs, charges and expenses incurred in connection with any of the same; and

'Subordinated Debt Document'

each and any of:

- (a) _____
[details of loan agreements]; and
- (b) other agreements and/or security evidencing or recording the terms of the Subordinated Debt from time to time.

21.2 Interpretation

In this Deed:

- (a) the expression '**Subordinated Creditors**' and '**Borrower**' includes their respective successors and permitted assigns and transferees;
- (b) capitalised terms defined in the Senior Credit Agreement have unless expressly defined in this Deed the same meaning in this Deed;
- (c) references to the parties are to the parties to this Deed;
- (d) any reference to any agreement or document is a reference to such agreement or document as it may have been or may from time to time be amended, novated, supplemented or replaced by a document having a similar effect;
- (e) any reference to a provision of law is a reference to that provision as amended or re-enacted from time to time;
- (f) the singular includes the plural and vice versa;
- (g) any reference to clauses, paragraphs and schedules are to the clauses, paragraphs of and schedules to this Deed;
- (h) any reference to any gender includes other genders;
- (i) the word '**including**' is to be construed as being by way of illustration or emphasis only and are not to be construed so as to limit the generality of any words preceding them; and
- (j) clause and schedule headings are for ease of reference only.

22. Ranking Of Debt

The Debt will rank for all purposes and at all times in the following order:

- (a) first, the Senior Debt;
- (b) second, the Subordinated Debt.

23. Security

The Subordinated Debt is unsecured and will remain so until the Senior Discharge Date.

24. Undertakings of Borrower

Prior to the Senior Discharge Date and notwithstanding any provision of the Subordinated Debt Documents, the Borrower shall not:

- (a) pay, prepay or repay, or pay any interest in respect of, or purchase or acquire, any of the Subordinated Debt, in cash or in kind; or

- (b) permit any other person to purchase or acquire any of the Subordinated Debt; or
- (c) discharge any of the Subordinated Debt by set-off or otherwise; or
- (d) create or permit to subsist any Security over any of its assets as security for, or give any guarantee or other assurance against financial loss in respect of, any of the Subordinated Debt; or
- (e) take or fail to take any action whereby the subordinations contemplated by this Deed may be impaired,

in each case, without the prior written consent of the Bank.

25. **Undertakings of Subordinated Creditors**

Subject to Clause 28 (*Subordination on insolvency*) until after the Senior Discharge Date, no Subordinated Creditors shall:

- (a) demand or receive payment of, or any distribution in respect of, any of the Subordinated Debt in cash or in kind or apply any money or property in or towards the discharge of any Subordinated Debt;
- (b) discharge any Subordinated Debt by set-off or otherwise;
- (c) receive or permit to subsist any Security over any asset of the Borrower or any guarantee or other assurance against financial loss in respect of any of the Subordinated Debt; or
- (d) redeem or seek to redeem any bond, loan note or other instrument issued by the Borrower in connection with any of the Subordinated Debt; or
- (e) take or fail to take any action whereby the subordinations contemplated by this Deed may be impaired,

in each case, without the prior written consent of the Bank.

26. **Additional Senior Debt**

Each of the Subordinated Creditors and the Borrower agrees that:

- (a) the Bank may make further monies available to the Borrower (including pursuant to any amendment, supplement, restatement, novation and/or replacement of any Senior Finance Document); and/or
- (b) the Senior Debt may be refinanced,

in each such case whether or not the amount of Senior Debt is greater than the amount capable of being made available at the date of this Deed, and such monies, if advanced, and such amounts refinanced or financed under amended terms, shall constitute Senior Debt.

27. **Turnover**

27.1 **Turnover of receipts**

If at any time before the Senior Discharge Date:

- (a) any Subordinated Creditor receives or recovers a benefit, payment or distribution in cash or in kind (including by way of set-off or combination of accounts) in respect of or on account of the Subordinated Debt;

- (b) the Borrower makes any payment or distribution of any kind in relation to the purchase, redemption or acquisition of any Subordinated Debt; or
- (c) any Subordinated Creditor receives or recovers any benefit, payment or distribution as a result of any Enforcement Action,

the receiving or recovering Subordinated Creditor shall:

- (i) promptly notify the Bank of the relevant receipt or recovery;
- (ii) hold any benefit, payment or distribution on trust for the Bank; and
- (iii) immediately upon demand by the Bank pay to the Bank the amount determined by the Bank to be the lesser of:
 - (1) the aggregate outstanding balance of all the Senior Debt; and
 - (2) all amounts and distributions received by the relevant Subordinated Creditor.

27.2 Non-permitted discharge

If, for any reason, any of the Subordinated Debt is discharged in any manner other than as permitted under this Deed, the relevant Subordinated Creditor must immediately pay an amount equal to the amount discharged to the Bank for application against the Senior Debt.

28. Subordination on insolvency

28.1 Subordination

- (a) Upon the occurrence of an Insolvency Event in relation to the Borrower, the claims against the Borrower in respect of the Subordinated Debt will be subordinated in right of payment to the claims against the Borrower in respect of Senior Debt.
- (b) The Bank has the right to waive the subordination in respect of any of the Subordinated Debt unilaterally and without the consent of the Borrower, to permit any Subordinated Creditor to take or participate in specific Enforcement Action as required by the Bank pursuant to Clause 28.4 (*Subordinated Creditors*) and Clause 29 (*Restrictions on enforcement*).

28.2 Exercise of rights

- (a) After the occurrence of an Insolvency Event in relation to the Borrower, the Bank may, and is irrevocably authorised by the Subordinated Creditors on their behalf to:
 - (i) demand, claim, enforce and prove for any Subordinated Debt owed by the Borrower;
 - (ii) file claims and proofs, give receipts and take all such proceedings and do all such things as the Bank considers reasonably necessary to recover any Subordinated Debt owed by the Borrower; and
 - (iii) receive distributions of any kind whatsoever in respect or on account of the Subordinated Debt owed by the Borrower.
- (b) Subject to Clauses 28.4 (*Subordinated Creditors*) and Clause 29 (*Restrictions on enforcement*) each Subordinated Creditor undertakes for the benefit of the Bank that it shall refrain from taking any of the actions referred to in Clause 28.2(a).

28.3 **Voting**

Upon the occurrence of an Insolvency Event in relation to the Borrower, the Bank may, and is irrevocably authorised by the Subordinated Creditors on their behalf to, exercise all powers of convening meetings, voting and representation in respect of the Subordinated Debt owed by the Borrower and each Subordinated Creditor will provide all forms of proxy and of representation requested by the Bank for that purpose.

28.4 **Subordinated Creditors**

If the Bank is not, for any reason, entitled or does not wish to do or take any of the actions referred to in Clauses 28.2(a) (*Exercise of rights*) or 28.3 (*Voting*), the Subordinated Creditors undertake to take any such action which the Bank reasonably requires from time to time and to apply any proceeds recovered in accordance with Clause 27 (*Turnover*).

28.5 **Distributions**

Upon the occurrence of an Insolvency Event in relation to the Borrower, any liquidator, administrator, assignee, receiver or other person distributing the assets of the Borrower or their proceeds shall be directed by the Subordinated Creditors to make payments or distributions of any kind in relation to the Subordinated Debt direct to the Bank until the Senior Discharge Date. The Subordinated Creditors shall give any notice and take any action which the Bank may reasonably request in order to give effect to this provision.

29. **Restrictions on enforcement**

29.1 Subject to Clauses 28 (*Subordination on insolvency*) and 29.2, until the Senior Discharge Date, no Subordinated Creditor will take any Enforcement Action in relation to the Subordinated Debt.

29.2 Each Subordinated Creditor shall take any Enforcement Action in relation to the Subordinated Debt if and as directed by the Bank.

30. **Non-cash distribution**

If the Bank receives any distribution otherwise than in cash in respect of any Debt, such Debt will not be reduced by that distribution until and except to the extent that the realisation proceeds are actually applied towards the Debt.

31. **Non-subrogation**

Before the Senior Discharge Date, the Subordinated Creditors will not under any circumstances be subrogated to or entitled to exercise any of the rights of the Bank or exercise or enforce any guarantees, Security or other rights arising under any of the Finance Documents.

32. **Protection of subordination**

32.1 **Continuing subordination**

The subordination created, evidenced or conferred by or under this Deed constitutes a continuing subordination and benefits the ultimate balance of the Senior Debt, regardless of any intermediate payment or discharge of the Senior Debt in whole or in part.

32.2 **Waiver of defences**

The subordination created, evidenced or conferred by or under this Deed and the obligations of the Creditors and the Borrower under this Deed will not be affected by an act, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed including (without limitation and whether or not known to it or any Creditor):

- (a) any time, waiver or consent granted to, or composition with, the Borrower or other person;
- (b) the release of the Borrower or any other person under the terms of any composition or arrangement with any creditor or the Borrower;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or security over assets of, the Borrower or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Borrower or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and of whatsoever nature and whether or not more onerous) or replacement of a Finance Document or any other document or security;
- (f) any unenforceability, illegality, invalidity or non-profitability of any obligation of any person under a Finance Document or any other document or security; or
- (g) any insolvency, administration or similar proceedings.

32.3 Immediate recourse

The Borrower waives any right it may have of first requiring the Bank (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person before claiming from the Borrower under this Deed.

32.4 Additional security

The subordination created, evidenced or conferred by or under this Deed is in addition to and is not in any way prejudiced by any other Security now or subsequently held by any Creditor.

33. Representations and warranties

33.1 Each Subordinated Creditor represents and warrants to and for the benefit of the Bank that it is the sole legal and beneficial owner of the Subordinated Debt owed to it free from any security or subordination in favour of any other person.

33.2 The representation in this Clause 33 is made by each Subordinated Creditor on the date of this Deed.

33.3 Each such representation is deemed to be repeated on each day until the Senior Discharge Date.

34. Preservation of debt

Notwithstanding that payment of any Subordinated Debt may be restricted, subordinated or postponed by the provisions of this Deed, the Subordinated Debt shall, as between the respective parties to the Subordinated Debt Documents, remain owing or payable (and interest or default interest shall continue to accrue) in accordance with their terms.

35. Power of Attorney

35.1 Until the Senior Discharge Date, each Subordinated Creditor and the Borrower irrevocably and severally and by way of security for its obligations under this Deed, appoints the Bank as its attorney (with full power of substitution and delegation) in its name and on its behalf to do anything which any Subordinated Creditor or the Borrower is required and legally able to do under this Deed but has failed to do for a period of ten (10) Business Days after receiving notice from the Bank requiring it to do so.

- 35.2 Each Subordinated Creditor and the Borrower ratifies and confirms whatever the Bank acting as its attorney does or purports to do pursuant to its appointment under this Clause 35.
36. **Information by Subordinated Creditors**
- 36.1 **Defaults**
- Each Subordinated Creditor must notify the Bank of the occurrence of any event of default or potential event of default under any of the Subordinated Debt Documents promptly upon becoming aware of it.
- 36.2 **Amount of Subordinated Debt**
- Each Subordinated Creditor must on request by the Bank notify it of the details of the amount of the Subordinated Debt.
37. **Responsibility of the Bank**
- 37.1 **Rights and responsibilities of the Bank**
- The Bank will not be liable to any Subordinated Creditor for the manner of exercise of or for any non-exercise of its powers under this Deed or failure to collect or preserve the Subordinated Debt.
- 37.2 **Indemnity**
- Each of the Subordinated Creditors and the Borrower must jointly and severally indemnify on demand the Bank and every attorney appointed by it in respect of any loss or liability incurred by it in connection with any of its rights, powers and discretions under this Deed.
- 37.3 **Non-derogation**
- Nothing contained in this Deed in any manner affects the rights or remedies of the Bank under the Senior Finance Documents.
38. **Costs and expenses**
- 38.1 **Indemnity**
- Each of the Borrower and each Subordinated Creditor shall promptly indemnify the Bank against any cost, loss or liability incurred by it in connection with the amendment, release, enforcement, attempted enforcement or preservation of any such Party's rights under this Deed, including the reasonable fees and expenses of legal advisers, any present or future stamp or other Taxes or duties and any related penalties or interest which may be imposed by any competent jurisdiction in connection with the enforcement of this Deed or in consequence of any payment being made under this Deed being impeached or declared void for any reason.
- 38.2 **Interest**
- Amounts payable to the Bank under Clause 38.1 (*Indemnity*) which are not paid within three Business Days of demand shall carry default interest at the relevant Senior Default Rate both before and after judgment from the date of demand and shall form part of the Senior Debt. All such default interest shall be compounded on the last day of each calendar month.
39. **Changes to the parties**
- 39.1 **Successors and assigns**
- This Deed shall be binding upon each party and each of their permitted successors and assigns.

39.2 No assignments and transfers by the Borrower or Subordinated Creditors

- (a) Neither the Borrower nor any Subordinated Creditor may assign or transfer any of its respective rights (if any) or its obligations under this Deed.
- (b) The Subordinated Creditors may not assign or transfer any of the Subordinated Debt to any person.

39.3 Assignment and transfers by the Bank

- (a) The Bank may at any time assign any of its rights or transfer any of its rights or obligations under this Deed to any person (a '**Transferee**') to whom it is permitted to assign or transfer its rights and obligations under the Senior Finance Documents. This Deed shall continue to benefit the Senior Debt notwithstanding any assignment or transfer to a Transferee.
- (b) The Borrower and each Subordinated Creditor shall immediately upon being required to do so by the Bank, enter into such documents as may be necessary to ensure that such Transferee has the benefit of this Deed.

40. Status of Borrower and Subordinated Creditors

Neither the Borrower nor any of the Subordinated Creditors has any rights under this Deed against the Bank and none of the undertakings (if any) given by the Bank is given (or shall be deemed to have been given) to or for the benefit of the Borrower or the Subordinated Creditors.

41. Notices

41.1 Communications in writing

- (a) Any communication in connection with this Deed must be in writing and, unless otherwise stated, may be given in person, by post or email.
- (b) For the purpose of this Deed, an electronic communication will be treated as being in writing.

41.2 Contact details

- (a) The contact details of the Subordinated Creditors for this purpose are:

Address: []
Attention: []
Email: []

- (b) The contact details of the Borrower for this purpose are:

Address: []
Attention: []
Email : []

(c) The contact details of the Bank for this purpose are:

Address: []

Attention: []

Email: []

(d) Any party may change its contact details by giving five (5) Business Days' notice to the other parties.

(e) Where the Bank nominates a particular department or officer to receive a communication, a communication will not be effective if it fails to specify that department or officer.

41.3 Effectiveness

(a) Except as provided below, any communication in connection with this Deed will be deemed to be given as follows:

(1) if delivered in person, at the time of delivery;

(2) if posted, five (5) Business Days after being deposited in the post, postage prepaid, in a correctly addressed envelope; and

(3) if by email, when received.

(b) A communication given under clause (a) but not received on a Business Day or after business hours in the place of receipt will only be deemed to be given on the next Business Day.

(c) A communication to the Bank will only be effective on actual receipt by it.

42. Calculations and certificates

42.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by any Bank are prima facie evidence of the matters to which they relate.

42.2 Certificates and determinations

Any certification or determination by the Bank of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

43. Partial invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

44. **Waivers**

No failure to exercise, nor any delay in exercising, on the part of the Bank or any Creditor, any right or remedy under this Deed shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

45. **Amendments and waivers**

Any term of this Deed may be amended or waived only with the consent of the Bank and each of the Subordinated Creditors.

46. **Counterparts**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

47. **Governing Law**

This Deed and any non-contractual obligations arising out of or connected with it shall be governed by and construed in accordance with the laws of England.

48. **Jurisdiction**

48.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a 'Dispute').

48.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

48.3 This Clause 48 is for the benefit of the Bank only. As a result, the Bank shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

49. **[Service of process³**

49.1 Without prejudice to any other mode of service allowed under any relevant law, the Subordinated Creditor:

- (a) irrevocably appoints [*name and address of agent*] as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed; and
- (b) agrees that failure by a process agent to notify it of the process will not invalidate the proceedings concerned.

49.2 If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Subordinated Creditor must immediately (and in any event within five (5) days of such event taking place) appoint another agent on terms acceptable to the Bank (acting reasonably). Failing this, the Bank may appoint another agent for this purpose.]

This document was duly executed by each Party as a deed and has been delivered on the date set out above.

³ This clause is to be inserted if the Subordinated Creditor is not resident in England
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Schedule
The Subordinated Creditors

Name	Registered Office

Signed as a deed by)
[Name Subordinated Creditor]⁴) _____
In the presence of

Witness

Signature _____
Name _____
Address _____

Occupation _____

Executed as a deed by)
[Borrower]) _____
Director

in the presence of

Witness

Signature: _____
Name: _____
Address: _____

Occupation: _____

Executed as a deed by)
State Bank of India (UK) Limited) _____
Authorised signatory

⁴ Please copy one signature block for each Subordinated Creditor
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