

DEED OF CONSENT

DATE:	_____
MORTGAGE ACCOUNT NUMBER:	_____
YOU (THE OCCUPIER) (insert full name(s))	_____
WE/US (THE LENDER):	State Bank of India (UK) Limited
THE BORROWER (insert full name(s))	_____ _____
THE PROPERTY:	_____ _____ _____ Postcode: _____

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 the security of the Mortgage.

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

1. as a pre-condition to us making the Loan, you **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.

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

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.
- The Property may be sold, and your interest in any proceeds of the sale applied to 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 you or anyone else may have given us or may be given in the future.

FOR INDIVIDUAL OCCUPIER(S)¹

<p>EXECUTED as a DEED by the said [INSERT NAME]</p> <p>_____</p> <p>in the presence of: WITNESS Signature:</p> <p>Name (in BLOCK CAPITALS):</p> <p>Address:</p> <p>Occupation:</p>	<p>)</p> <p>)</p> <p>)</p>	<p>.....</p>
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[Repeat for each individual Occupier]

***** NOTE TO SOLICITORS PLEASE ENSURE THAT THE OCCUPIER(S) 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, its obligations (and any related document), and its consequences to the Occupier. I 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 that the Bank will be relying on this certificate.

Signature of solicitor	Name of firm	Date
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¹ Please copy one signature block for each Occupier