

Solicitor's Completion Certificate

From : _____

To : **Mortgage Department, [] Bank Limited,**

Attention : _____ **Ref.** _____

Re : _____ **(the "Mortgagor")**

Property : _____

As instructed in your letter of _____, we certify as follows:

1. Contents of Mortgage

We have prepared a mortgage of the above property (the "Property") on the basis of your standard mortgage form to which we have made only those changes and additions required by your instructions or subsequently approved by your Bank in writing.

2. Bankruptcy Search

A bankruptcy search has been conducted and the search does not reveal the existence of a bankruptcy petition or order against the mortgagor.

3. Execution of Mortgage

The mortgage has been duly executed by the Mortgagor, signed and witnessed in accordance with usual conveyancing practice applicable in the Hong Kong Special Administrative Region and (subject to paragraph 4 below) constitutes a First Legal Charge or (where the Mortgagor's interest in the property is equitable) a first Equitable Mortgage.

4. Registrable Interest and Ranking

The Mortgage will on settlement create a registrable interest in the Property and on registration will rank as a first legal mortgage or (where the Mortgagor's interest in the Property is equitable) a first Equitable Mortgage subject to the provisions of the Land Registration Ordinance.

5. Title

Save for those matters already disclosed to you in our letter dated [] (copy of which is attached), we are of the opinion that the Property has a good and marketable title free from all encumbrances.

6. Date of Drawdown

We confirm that the drawdown date of the mortgage loan is not more than 2 business days earlier than the date of the mortgage deed, the date of the Assignment and the date of the release pertaining to the preceding mortgage loan.

7. Registration

The mortgage will be presented for registration with the relevant Land Registry within the priority period and the memorial number advised to you when available.

8. Documents to be sent to you

Within 7 working days after receipt of the mortgage deed from the Land Registry or notification to the solicitors' firms that the mortgage deed is ready for collection from the Land Registry, we will send to you the mortgage deed and all title documents to be kept by you as mortgagee.

9. Application of Proceeds

We shall apply the proceeds of the loan in accordance with your written instructions.

10. Qualifications

(A) The opinions expressed in Paragraphs 3, 4 and 5 above are subject however, to:-

- (a) the laws of bankruptcy, insolvency, liquidation, reorganisation and other laws of general application relating to or affecting the rights of creditors;
- (b) the rights of the Government to re-enter the Property or forfeit the Government Lease or other contractual arrangement under which the Property is held from the Government for any existing or future breach of any covenant or condition in that Government Lease or contractual arrangement whether by the Borrower or other occupants of the land which rights are subject only to the right to claim relief from re-entry or forfeiture in certain circumstances;
- (c) powers of compulsory acquisition, resumption or surrender by or on behalf of the Government of Hong Kong or any subdivision, or agency thereof or otherwise pursuant to any authority in that respect set out in any ordinance or other enactment of the legislature of Hong Kong;
- (d) any equitable interest in favour of a third party of which the Bank has notice or may be deemed by law to have had notice at the time of the giving of the security;

(e) an assumption that:-

- (i) all signatures on documents relevant to title and security are genuine and that all documents submitted to us as originals or copies of originals are authentic;
- (ii) the execution of all documents and delivery of the title deeds and other documents (other than the mortgage prepared by us) has been duly authorised;
- (iii) each individual in relation to whom the same is material was of full legal age and capacity at the time;
- (iv) the relevant documents have been signed and/or executed by each individual referred to in (iii) above at his/her own free will and without any duress or undue influence from any person whatsoever;
- (v) where there is any possibility of (iv) above not being correct, each individual referred to in (iii) above has been advised to seek (and has obtained) his/her own independent legal advice;
- (vi) the files at the relevant Land Registry contained all matters which ought to have been recorded therein and certificates and searches were and will continue to remain accurate;
- (vii) the information disclosed and representation (including as to the correctness of each of the foregoing assumptions) made to us by the Mortgagor/Borrower/Guarantor or any other security provided are true and correct in all respects and the Mortgagor/Borrower/Guarantor or any other security provided has not omitted to inform us of anything material to this Certificate; and
- (viii) no person to whom any cheque or cashier's order has been delivered by us will misappropriate it.

(B) We have not inspected the Property, we have advised that a careful physical inspection of the Property should be carried out by you as such inspection may reveal matters which are not necessarily reflected from the title deeds or by the results of searches and enquiries which we have made as part of our legal investigation.

(C) You are aware that the existence of unauthorised structure may render the title to the Property defective and you have been advised to instruct a competent professional surveyor or other authorised person to check the approved plans of the Property to see if there is any unauthorised structure and whether a breach of the provisions of the Government Lease, the Buildings Ordinance, the Deed of Mutual covenant and/or Management Agreement or any other document has occurred.

(D) This Certificate is addressed to you and is intended solely for your benefit in connection with the granting of the mortgage loan to the Mortgagor/Borrower on the security of the Property. This Certificate is not to be relied upon by any other person or corporation or used for any other purpose and neither its contents nor its existence may be disclosed without our prior written consent.

(E) This Certificate is given on the basis of :-

- (a) a search of title to the Property at the Land Registry; and
- (b) our examination of the title deeds and documents supplied to us in support thereof.

Yours faithfully,

Firm Name : _____

Date : _____