

Solicitors' Completion Certificate

From : [Name of the law firm]

To : Mortgage Department, [Name of Bank] (the "**Bank**")

Attention : [•] Bank's Ref. [•]

Re : [•] (the "**Mortgagor**")
[•] (the "**Borrower**")

Property : [•]

In accordance with the instruction set out in your letter of [•], we certify and undertake (as the case may be) as follows:

1. Contents of Mortgage

We have prepared a mortgage (the "**Mortgage**") of the Property on the basis of the Bank's standard mortgage form [to which we have made only those changes and additions required by the Bank's instructions or subsequently approved by the Bank in writing]*.

2. Contents of Completion Certificate

This Certificate is prepared on the basis of the Model Solicitors' Completion Certificate [to which we have made only those changes and additions required by the Bank's instructions or subsequently approved by the Bank in writing].

3. Bankruptcy / Winding Up Search

A bankruptcy / winding up search has been conducted and the search does not reveal the existence of a bankruptcy / winding up petition or order against the Mortgagor [and/or the Borrower].

4. Execution of Mortgage and [Deed of Guarantee and Indemnity]

The Mortgage [and the Deed of Guarantee and Indemnity] has / have been duly authorized and executed by the Mortgagor [and the Borrower] [and the Guarantor respectively] and witnessed in accordance with the acceptable practice applicable in the

* Not applicable if the Model Mortgage Deed is used.

Hong Kong Special Administrative Region ("**Hong Kong**") and constitutes a valid and enforceable legal charge or (where the Mortgagor's interest in the property is equitable) an equitable mortgage.

5. Registrable Interest and Ranking

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

6. Title

We have reviewed title documents of the Property and have conducted searches at the relevant public registries. Save for those matters already disclosed to the Bank in our letter dated [•] (a copy of which is attached), we are of the opinion that the Mortgagor has a good and marketable title to the Property free from all encumbrances.

7. 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 each of the following documents: the mortgage deed, the Assignment and the release pertaining to the preceding mortgage loan.

8. Registration

The Mortgage will be presented for registration with (a) the relevant Land Registry within the one (1) calendar month priority period and the memorial number will be advised to the Bank when available; (b) the Companies Registry within 5 weeks after its execution in accordance with section 80(1) of the Companies Ordinance if the Mortgagor is a corporation formed under the Companies Ordinance or a foreign corporation registered under Part XI of the Companies Ordinance.

9. Documents to be sent to the Bank

Within one (1) month from:

- (a) (where the Mortgagor is an individual) the date of receipt of the duly registered Mortgage from the relevant Land Registry; or
- (b) (where the Mortgagor is a corporation formed under the Companies Ordinance or a foreign corporation registered under Part XI of the Companies Ordinance) the later of the date of receipt of the duly registered Mortgage from (i) the relevant Land Registry and (ii) the Companies Registry ,

we will send to the Bank the Mortgage and all title documents to be kept by the Bank as mortgagee.

10. Application of Proceeds

We shall apply the proceeds of the loan in accordance with the Bank's written instructions.

11. Information and advice to be given to the potentially unduly influenced party (if required in the instruction letter)

The [borrowers (which should be more than one)] / [third party surety] has instructed their / his / her own independent solicitors / We have provided the necessary information and advice to the potentially unduly influenced party(ies) in accordance with the Bank's instruction letter, and in so doing have followed the latest relevant procedures / guidelines issued by The Law Society of Hong Kong.

12. Qualifications

(A) The opinions expressed in Paragraphs 4, 5 and 6 above are subject however to:

- (a) the laws of bankruptcy, insolvency, liquidation, reorganization 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 Mortgagor or other occupants of the Property which rights are subject only to the right to claim relief from re-entry or forfeiture in certain circumstances (we confirm, however that our review of the title deeds of the Property did not reveal any existing breach of such covenant or condition);
- (c) powers of compulsory acquisition, resumption or surrender by or on behalf of the Government of Hong Kong or any sub-division, 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 (we confirm, however, that our review of the title deeds of the Property did not reveal the existence of such equitable interest);
- (e) an assumption that:
 - (i) (save and except for the signatures on the Mortgage [and the Deed of Guarantee and Indemnity]) 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) (save and except for the signatures on the Mortgage [and the Deed of Guarantee and Indemnity]) each individual in relation to whom the same is material was of full legal age and capacity at the time;
 - (iii) the relevant documents (other than the Mortgage and other documents in connection with the mortgage transactions) have been signed and/or executed by each individual referred to in (ii) above at his/her own free will and without any duress or undue influence from any person whatsoever;
 - (iv) 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;
 - (v) 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 provider are true and correct in all respects and the Mortgagor/Borrower/Guarantor or any other security provider has not omitted to inform us of anything material to this Certificate; and
 - (vi) 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 the Bank 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) The Bank is aware that the existence of unauthorized structure may render the title to the Property defective and the Bank has 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 unauthorized 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 (we confirm that our review of the title deeds of the Property did not reveal the existence of any unauthorized structure).
- (D) This Certificate is addressed to the Bank and is intended solely for the benefit of the Bank its successors and assigns in connection with the relevant transaction.
- (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]

Date : [●]