Annex 1

Beijing Housing Fund Management Center
Housing Provident Fund Personal Housing Loan Contract
(2020 Edition)

Contract No.: same as Loan Applicant No.

Prepared by Beijing Housing Fund Management Center

Notes

As stipulated in *Regulation on the Administration of Housing Provident Fund* and *Measures of Beijing Municipality for Housing Provident Fund Loans*, any employee contributing to the housing fund at the Beijing Housing Fund Management Center ("the Center") or retiree who did that during his/her employment shall be eligible to apply to the Center for the housing provident fund personal housing loan ("the underlying loan"). For the safety of the loan, a loan applicant must sign a loan contract ("the Contract") with the Center.
① Party A to the Contract shall be an eligible loan applicant. With the housing Party A is to buy using the underlying loan ("the Housing") as the collateral, Party A shall get the underlying loan upon approval of the Center, and shall be obliged to repay the underlying loan.
② Party B to the Contract shall be the Center, which serves as the Entrustor and Lender of the underlying loan, and the Mortgagee of the Housing. Party B's seal hereunder shall be affixed by the loan center or suburb management department of the Center, upon authorization of the Center. The Center shall have all the rights and obligations conferred to Party B hereunder.
③ Party C to the Contract shall be the bank that is commissioned by the Center to issue and recover the underlying loan in line with the borrower, usage, amount, term and interest rate of the underlying loan defined by the Center. Party C shall serve as the Entrustee of the underlying loan.
④ Party D to the Contract shall be the Warrantor, including the Mortgagor and the Guarantor. The Mortgagor shall mortgage the Housing. In the event that Party A is to buy new housing, the Seller, as the Guarantor, shall provide a temporary joint and several liability guarantee before the mortgage registration is finished. If the Seller cannot do that, the Beijing Housing Loan Guarantee Center ("the Guarantee Center"), as the Guarantor, shall provide a temporary joint and several liability guarantee. The Mortgagor undertakes that the Housing will be mortgaged unconditionally as specified by Party B whenever possible. The temporary joint and several liability guarantee shall be released automatically when the mortgage registration is finished.

Borrower (Party A): ( Name ID document No. )
*( Name ID document No. )*

Entrustor (Party B): (Beijing Housing Fund Management Center)
Lender (Party C, Entrustee): (entrusted loan processing bank)
Warrantor (Party D): Mortgagor:
Guarantor: (Seller or Beijing Housing Loan Guarantee Center)

Whereas Party A applies to Party B for the underlying loan to buy housing, Party B entrusts Party C with the issuing of the underlying loan, and Party D provides a guarantee for the underlying loan, to clarify the rights and obligations of the parties involved, for and in consideration of the mutual covenants and agreements, Party A, Party B, Party C and Party D hereby conclude the Contract (No.: ).

**Chapter I Housing Loan**

Article I To buy the housing situated in , Beijing (floor area: m2) from the Seller , Party A applies to Party B for the underlying loan, and agrees that the Housing shall be mortgaged for the underlying loan.
Article II The amount of the underlying loan is CNY (in words) , or CNY (in figures). Party C will appropriate the underlying loan to (account name ) (account number: ) opened by (opening bank) provided that the Contract is signed by all the parties involved and the loan conditions specified by Party B are met. Party A shall be deemed to have received the underlying loan upon the appropriation.
Article III The interest of the underlying loan shall accrue as of the date when the underlying loan is appropriated, at the personal housing provident fund loan rate applicable to *first-time/second-time* homebuyers set by the People’s Bank of China on that date. **In the event that the interest rate of the underlying loan is adjusted, the new interest rate and applicable provisions shall prevail without any further notice to the parties involved.**
Article IV The term of the underlying loan shall be years, or months totally, and start on the actual date when the underlying loan is appropriated. That date shall be the same as the appropriation date specified in the repayment details recorded by Party B.
Article V The underlying loan may be used by Party A only to buy the housing under Article I, and shall not be used for any other purpose. Both Party B and Party C shall be entitled to supervise how the underlying loan is used.
Article VI A guarantee in the form of *mortgage/mortgage plus temporary joint and several liabilities*, as specified in *Chapter III/Chapter III and Chapter IV*, shall be provided for the underlying loan.
Article VII In the event that Party A applies to Party B for a loan and also applies to Party C for a loan to buy the housing under Article I, the two loans shall be collectively referred to as a “combined loan”. Of a combined loan, the personal housing provident fund loan shall be governed by the Contract, while the commercial loan Party A applies for shall be additionally agreed by Party A, Party C and other parties involved.
**□The underlying loan is a combined loan. Alongside the Contract, Party A and Party C sign a housing loan contract.** Of the combined loan, the commercial loan amounts to CNY (in words) or CNY (in figures).

Party A’s signature: Party B’s seal:

 Party C’s seal: Party D’s seal: Mortgagor’s signature:

Guarantor’s seal:

**Chapter II Loan Repayment**

Article VIII Party A shall open a repayment account in line with Party C’s requirements for appropriation, and ensure that the account is real and valid and allows repayment amounts to be deducted. Party A irrevocably authorizes Party C to deduct the principal, interest and relevant charges of the underlying loan from the account, in alignment with agreed repayment amounts.
(I) Name of repayment account:
(II) Repayment account number:
Article IX Party A shall begin to **repay the underlying loan** by installments in the month next to the month when Party A receives the underlying loan, **on st/nd/rd/th day of each month**. In the event that there is no such day in a month, the repayment date shall be the last day of the month.Alongside the monthly repayment date, in the event that Party A repays the overdue part of the underlying loan or prepays all the remainder of the underlying loan, the date additionally agreed by Party A and Party B, referred to as the non-contract agreed repayment date, shall apply.
**Party A shall deposit the full due repayment amount in the repayment account by the day before each repayment date (or non-contract agreed repayment date), and ensure that the deposit amount is deductible by Party C.**
Article X Party A shall repay the underlying loan by month in line with the repayment method specified by Party B, **by at least CNY every month (“monthly minimum repayment amount”)**. **The monthly minimum repayment amount applies to every installment other than the last one. The amount of the last installment shall be the sum of the actual remaining principal, interest and penalty interest of the underlying loan.** In the event that the interest rate of the underlying loan is adjusted before Party A receives the underlying loan or during Party A’s repayment of the underlying loan, the monthly minimum repayment amount shall be adjusted as specified by Party B without any further notice to Party A. Party A may inquire of repayment details via Party B’s website, housing fund hotline or APP “Beijing Housing Fund (北京公积金)”.
Article XI **During the performance of the Contract, Party A may adjust the monthly repayment amount to a level higher than the monthly minimum repayment amount. The adjusted monthly repayment amount shall be referred to as the “agreed repayment amount”.** **The agreed repayment amount shall be an integer in the unit of “CNY”, unless Party A intends to repay all the remainder of the underlying loan. In the event that Party A makes no adjustment to the monthly repayment amount, the agreed repayment amount shall be the monthly minimum repayment amount. In the event that Party A makes multiple adjustments to the monthly repayment amount, the agreed repayment amount shall be the latest valid repayment amount. In the event that the agreed repayment amount is higher than the sum of the actual remaining principal, interest and penalty interest of the underlying loan, the agreed repayment amount shall be that sum.**
Article XII Party A may independently adjust the monthly repayment amount via Party B’s personal service platform, housing fund hotline or APP “Beijing Housing Fund (北京公积金)”, or go to Party B’s loan service counter to do that. **Party A may not adjust the monthly repayment amount or handle any other repayment-related service on any repayment date (or non-contract agreed repayment date).**
Article XIII Party A may have access to Party B’s personal service platform, housing fund hotline or APP “Beijing Housing Fund” after Party A completes real-name authentication via Party B’s website or service counter, becomes a registered user of Party B and sets the passwords for login and housing fund transaction.
Party A’s housing fund transaction password and login password shall be the only valid means to identify Party A when Party A seeks to enter Party B’s personal online service platform or other self-service channels to adjust Party A’s monthly repayment amount or handle any other service. **Any operation conducted against Party A’s housing fund transaction password and login password shall be deemed a Party A’s operation. Party B’s system records about Party A’s operations shall prevail as both Party A and Party B recognize that such records are true, accurate and legitimate. Party A agrees that Party B may unilaterally modify the rules by which Party B’s self-service channels work.**
Article XIV On every monthly repayment date defined hereunder, Party C shall deduct the agreed repayment amount by the following rules: Party C shall deduct the agreed repayment amount from Party A’s repayment account when the deposit is enough to cover the agreed repayment amount; Party C shall deduct the monthly minimum repayment amount defined hereunder from Party A’s repayment account when the deposit cannot cover the agreed repayment amount; in the event that the deposit in Party A’s repayment account cannot cover the monthly minimum repayment amount defined hereunder, Party C shall not deduct any repayment, but will charge the penalty interest for such overdue repayment on the basis of the monthly minimum repayment amount defined hereunder.
**In the event that the sum of the actual remaining principal, interest and penalty interest of the underlying loan is lower than the monthly minimum repayment amount, or all the remainder of the underlying loan is repayable by the maturity date of the underlying loan, Party C shall deduct that sum, or make no deduction and charge the penalty interest accrue on the basis of that sum provided that the deposit in Party A’s repayment account cannot cover that sum.**
Article XV In the event that Party A intends to repay the overdue part of the underlying loan or prepay all the remainder of the underlying loan, Party A may opt to :
(I) Adjust the monthly repayment amount in accordance with Article XII, and repay on every monthly repayment date defined hereunder, or;

**(II) Apply to repay the overdue part of the underlying loan or prepay all the remainder of the underlying loan at Party B’s loan service counter or via Party B’s personal online service platform or APP “Beijing Housing Fund (北京公积金)” at least one business day prior to every monthly repayment date defined hereunder, if such repayment or prepayment occurs on the non-contract agreed repayment date.**
Article XVI While deducting the repayment amount, Party C shall follow the order to:
(I) First deduct the interest and then deduct the principal if there’s no overdue part of the underlying loan, or;
(II) First deduct the overdue part of the underlying loan (by installments in chronological order with the penalty interest, interest and principal of the same installment deducted in order) and then deduct the other parts not overdue.
Article XVII In the event that Party A consists of multiple borrowers, the borrowers shall be unlimitedly, jointly and severally liable for the repayment of the underlying loan. Any of the borrowers may handle repayment-related services as specified by Party B. For example, any of the borrowers may: Inquire of any monthly principal, interest or penalty interest relevant to the underlying loan; Print a proof of repayment; Apply to replace the existing repayment account with an alternative repayment account under the borrower’s name that meets Party C’s requirements for deduction, and; Apply to adjust the monthly repayment amount, repay the overdue part of the underlying loan, prepay all the remainder of the underlying loan, reset the borrower’s housing fund transaction password, or handle other repayment-related transactions.
Article XVIII Party B and Party C shall be entitled to declare the prematurity of the Contract, oblige Party A to prepay all the remainder of the underlying loan, exercise the right to mortgage, and oblige the Guarantor to discharge the guarantee liability, and Party B shall be entitled to freeze Party A’s housing fund account, and deduct money from Party A’s housing fund account to repay the underlying loan, if:
(I) Party A repurposes the underlying loan, or conspires with the Seller through the housing transaction to divert the underlying loan;
(II) Party A fails to fulfill the repayment obligation or performs the repayment obligation incompletely for three straight months;
(III) Party A provides to Party B false or illegitimate certificates or materials while handling matters related to the underlying loan or withdrawing housing fund, or deliberately conceals any information that may influence the approval of the decision on whether the underlying loan should be approved;

(IV) Party A dies, is declared missing or dead, or becomes incapable of civil acts, and nobody will fulfill Party A’s obligations hereunder in lieu of Party A, or Party A’s successor, devisee, fiduciary or guardian refuses to perform the Contract;

(V) Party A unilaterally transfers Party A’s obligations hereunder to any third party, or regains loan eligibility by transferring the underlying loan through a divorce;
(VI) Party A becomes disabled, unemployed or relocated, or any change occurs in Party A’s marriage, employment or business operation, and Party B or Party C, at their discretion, deems that the fulfillment of Party A’s obligations hereunder is thus endangered;
(VII) Party A is negligent in managing and recovering Party A’s mature debts, or disposes of Party A’s substantial property through gratuitous gifts or by other inappropriate means, or otherwise evades Party A’s obligations hereunder;
(VIII) Party A is held criminally liable or subject to other coercive measures, or sees any of Party A’s rights restricted by any competent authority in ways that have a toll on the fulfillment of Party A’s obligations hereunder;
(IX) Party A violates other provisions hereunder, and Party B or Party C, at their discretion, deems that the fulfillment of Party A’s obligations hereunder is thus endangered;
(X) The Mortgagor refuses to recover the value of the collateral, or fails to provide a guarantee equivalent to the depreciation of the collateral;
(XI) The collateral is sealed up, mortgaged by any other party, resold or involved in any objection registration, so that Party B or Party C cannot exercise the right to mortgage;

(XII) The Mortgagor fails to deliver materials necessary for or refuses to cooperate amid mortgage registration, disabling Party B or Party C from exercising the right to mortgage;

(XIII) The Guarantor delivers any fraudulent financial statement or bank account, or disallows Party B and Party C to supervise and inspect the Guarantor’s funds and property;
(XIV) The Guarantor has its substantial assets transferred, sealed up or frozen, sees any alteration, dissolution or other changes to its organization status , or becomes incapable of such guarantee, and Party A fails to secure new guarantee within the term specified hereunder in accordance with Party B and Party C’s requirements.

**Chapter III Mortgage**

Article XIX The Mortgagor shall mortgage the housing under Article I to Party B. The mortgage shall provide security for the repayment of the principal, interest, and interest penalty and default fees and damages arising from the underlying loan as well as charges incurred in the exercise of the obligatory rights and the right to mortgage.
In the event that Party A applies for a combined loan, the Mortgagor shall mortgage the housing under Article I to Party C or impartially mortgage the housing under Article I to Party B and Party C in accordance with the ratio of the personal housing provident fund loan and commercial housing loan. The mortgage shall provide security for the repayment of the principal, interest, and interest penalties and default fees and damages arising from the underlying loan and the loan under the commercial housing loan contract as well as the charges incurred in the exercise of the obligatory rights and the right to mortgage. In the event the commercial housing loan contract provides contrary stipulations for the scope of the guarantee, such provisions shall prevail. In the event that Party A’s default involves the disposal of the collateral, the income generated by such disposal shall be shared by Party B and Party C as agreed upon by the two parties, in accordance with the ratio of the personal housing provident fund loan and commercial housing loan at the time of disposal. Neither Party B nor Party C may permit the release of the mortgage or deliver materials relevant to such release before the combined loan has been paid off. In the event that any losses are caused by such release or delivery, the party at fault shall be required to provide compensation for losses incurred.
Article XX The Mortgagor shall take good care of and be obliged to repair, maintain, and keep intact the collateral during the mortgage period. Both Party B and Party C shall be entitled to supervise and inspect how the Mortgagor meets this requirement. **Without the express written permission of Party B and Party C, the Mortgagor shall in no way transfer, lease, grant, re-mortgage, or otherwise inappropriately dispose of the collateral.** In the event that the collateral depreciates, the Mortgagor shall recover the value of the collateral or provide a guarantee equivalent to the depreciation of the collateral.

**Chapter IV Joint and Several Liability Guarantee**

Article XXI The Seller, as the Guarantor, shall provide a temporary joint and several liability guarantee
In the event that Party A applies for a combined loan, the Seller or the Guarantee Center, as the Guarantor, shall provide a temporary joint and several liability guarantee for the personal housing provident fund loan thereof, while a guarantor recognized by Party C shall provide a temporary joint and several liability guarantee for the commercial housing loan thereof.
Article XXII In the event that Party A fails to repay the principal and interest of the underlying loan within the term agreed hereunder, Party B and Party C may oblige the Guarantor to be jointly and severally liable from the effective date of the Contract to the date when the mortgage registration is finished and the real estate registration certificate is received by Party B or a body recognized by Party B. The guarantee shall provide security for the repayment of the principal, interest, and interest penalty and default fees and damages arising from the underlying loan as well as the charges incurred in the exercise of the obligatory rights and the right to mortgage. The term of the guarantee shall be two years as of the date when the underlying loan expires. In the event that the underlying loan is repaid by installments, the term of the guarantee shall start on the date when every installment becomes due and end two years as of the date when the last installment becomes due.
Article XXIII In the event that the Guarantor is the Seller, within the term of the guarantee, Party B and Party C shall be entitled to supervise and inspect the Guarantor’s funds and property. In the event that the Guarantor’s organization is altered or dissolved or suffers a deficit in ways sufficient to affect Party B and Party C’s interests and rights, the Guarantor shall notify Party B and Party C in writing within ten days as of the time when the alteration, dissolution, or deficit occurs, and Party A shall provide new guarantee within ten days in accordance with Party B and Party C’s requirements.
Article XXIV In any of the circumstances under Article XVIII, the Guarantor shall discharge the guarantee liability within five business days as of the date when Party B or Party C sends a written notice demanding such discharge, by paying off Party A’s debts hereunder.
Article XXV Following the discharge of the guarantee liability, the Guarantor shall be entitled to claim compensation from Party A as of the date of repayment of Party A’s debts hereunder on behalf of Party A and to submit a case to the competent people’s court in the place where the Guarantor is located for the purpose of recovering the payment made in lieu. Party A shall promptly repay the Guarantor’s payment in lieu in accordance with the Guarantor’s requirements along with the interest incurred by the payment at the default interest rate specified by the People’s Bank of China (PBOC), and the legal costs, costs of preservation, attorney fees, and other related costs incurred by the Guarantor in the exercise of the obligatory rights.
Article XXVI The monthly minimum repayment amount may be altered without the Guarantor’s permission for adjustment in the interest rate of the underlying loan, and the Contract may be altered as agreed in Chapter II and Article XXVIII.

**Chapter V Contract Change and Dissolution**

Article XXVII The Contract may not be altered or dissolved in any way by any of the parties arbitrarily after the Contract has entered into force. Unless otherwise specified in the Contract, Party B’s permission and a written agreement concluded by the parties involved must be obtained before the Contract may be altered or dissolved.
Article XXVIII In the event that Party A dies, is declared missing or dead, or becomes incapable of civil acts during the performance of the Contract, and Party A’s successor, devisee, fiduciary, or guardian is willing to continue to perform the Contract in lieu of Party A, Party B’s permission must be obtained and an alternative agreement signed accordingly.
Article XXIX In the event that Party A’s organization, domicile, or contact information changes during the performance of the Contract, Party A shall promptly notify Party B or the body recognized by Party B of such change. In the event that Party A’s repayment account changes, Party A shall promptly undertake to carry out the relevant change procedures at Party B’s loan service counter or through a channel recognized by Party B. Party A shall be held liable for the repayment delay and other legal consequences arising from Party A’s failure to issue a prompt notification to Party B or an institution recognized by Party B, or make the necessary changes.
Article XXX Any extension of the loan term sought by Party A during the performance of the Contract shall be subject to permission from Party B. If Party B permits the extension, Party A shall sign an alternative agreement with Party B and Party D to specify the remaining principal, new applicable interest rate, and remaining installments of the underlying loan as well as the minimum monthly repayment amount defined on that basis and notify Party C of these details. The extension shall come into effect only after being recognized by Party C.
Article XXXI In the event that Party A and the Seller intend to dissolve the housing transaction contract or submit a case to the court to settle a dispute over the transaction, Party A shall notify all the other parties to the Contract of the intention and work with the Seller to carry out matters concerning the housing payment and principal and interest of the underlying loan with Party B’s permission. Party A’s settling the dispute without Party B’s permission or refusing to return the underlying loan shall be deemed an attempt to divert the underlying loan.

**Chapter VI Liabilities for Breach of Contract**

Article XXXII In the event that Party A repurposes or diverts the underlying loan in violation of the Contract, Party B and Party C shall be entitled to recover the underlying loan prematurely and charge penalty interest on the basis of the diverted part of the underlying loan as specified by PBOC, at the interest rate of loan under Article III plus 100%.
Article XXXIII In the event that Party A delays the repayment in violation of the Contract, Party B and Party C shall be entitled to charge penalty interest on the basis of the part of the underlying loan involved with the delay as specified by PBOC, at the interest rate of loan under Article III plus 50%.
Article XXXIV In any of the circumstances under Article XVIII, Party B shall be entitled to record Party A’s or the Guarantor’s default in Party B’s negative credit information database and upload it to credit reference agencies and to deliver information about Party A and the Guarantor to Party B’s assets manager (the Guarantee Center) and the collection organization entrusted by the Guarantee Center. Party A shall accept letters, calls, short messages, and WeChat notifications as means to notify Party A or demand the repayment of the underlying loan and allow Party B and Party C to have access to Party A’s latest contact information through other organizations. Party A shall permit Party B to entrust Party C with deducting the part of the principal, interest, and interest penalty of the underlying loan due and the charges incurred in the exercise of the obligatory rights from Party A’s accounts opened by Party C or any part thereof.
Article XXXV In the event that Party A violates the Contract or the loan contract concerning the commercial housing loan of the combined loan, both Party B and Party C shall be entitled to oblige Party A to pay off the remainder of the combined loan, and the guarantors of the personal housing provident fund loan and commercial housing loan thereof shall discharge their respective guarantee liabilities as agreed, provided that the violation meets the conditions for debt prepayment or prematurity of contract under either of the two contracts.

**Chapter VII Entry into Force of Contract and Settlement of Disputes**

Article XXXVI The Contract shall be signed by Party A, and signed and sealed by Party B, Party C and Party D (signed by the Mortgagor, signed and sealed by the Guarantor), and enter into force on the date of appropriation of the underlying loan. Party A shall permit Party B to report information about the underlying loan to credit reference agencies like the PBOC Credit Reference Center after the Contract enters into force.
Article XXXVII In the event that any dispute arising from the Contract cannot be settled through negotiation, the dispute shall be settled by the competent people’s court in the place where Party B’s assets manager (the Guarantee Center) is located. In the event that what Party A applies for is a combined loan, the dispute may also be settled by the competent people’s court in the place where Party C is located. All the parties to the Contract shall agree that both Party B and Party C shall be entitled to submit a case in their respective names to claim the debts hereunder.

**Chapter VIII Supplementary Articles**

Article XXXVIII Any written notice from Party B or Party C to Party A or Party D shall be served to Party A’s or Party D’s domicile specified in Party A’s loan application form or Party A’s or Party D’s alternative address specified in Party A’s or Party D’s address change notification. The notice period shall start from the date when Party B or Party C mails the notice. In the event that a notice is directly served, the notice shall be deemed served when Party A or Party D signs for the notice.
In the event that Party A asks Party C to mail the Contract and Party C dispatches the Contract by EMS to the address provided by Party A, the Contract shall be deemed served even if the Contract is not signed for by Party A. Party A shall in no way refuse to perform their obligations hereunder on the grounds that they failed to receive the Contract.
Party B shall be entitled to send short messages to the phone number provided by Party A in the Personal Housing Provident Fund Loan Application Form or the alternative phone number specified in Party A’s phone number change notification for the purpose of prompting the granting of the underlying loan or demanding the repayment thereof. The messages shall in no way, however, constitute an obligation on the part of Party B. Party A shall in no way refuse to perform the obligation of repayment hereunder on the ground that Party A has failed to receive prompts, even should no such messages be sent by Party B or received by Party A.
Article XXXIX The “charges incurred in the exercise of the obligatory rights and the right to mortgage” mentioned in the Contract shall refer to:
(I) Various expenses incurred in the course of gaining and protecting the obligatory rights and the right to mortgage, and;
(II) Attorney fees, legal costs, valuation fees, appraisal fees, auction fees, and travel fees paid in the exercise of the obligatory rights and the right to mortgage.
Article XL The Contract shall be made in quadruplicate. Each of Party A, Party B, Party C, and Party D shall hold one copy. The four copies shall have the same legal validity.
Article XLI Miscellaneous

**Party A receives the Contract:**
**□ At Party C’s counter □ by Party C’s mail**

 Party A’s signature: Party B’s seal:

**Party A’s signature implies that Party A has confirmed all the provisions of the Contract, and fully acknowledged notes on repayment like repayment dates, monthly repayment amounts and repayment rules.**

Party C’s seal: Party D’s seal: Mortgagor’s signature:

Guarantor’s seal:

Signed on: (date)

(All information in this document is authentic in Chinese. English is provided for reference only. In case of any discrepancy, the Chinese version shall prevail.)