Annex 4

Beijing Housing Fund Management Center  
Personal Housing Accumulation Fund Loan—Contract for Obtaining Real Estate Ownership Certificate

(Version 2020)

Party A (homebuyer):

ID card number:

Add:

Tel:

Party B: Beijing Housing Loan Guarantee Center

Add: 7-8F, West Tower, Splendid Times Plaza, 56, North 4th Ring West Road, Haidian District, Beijing, China

Tel: 62695566

Party C (Seller):

Add:

Tel:

In so much as:  
1. Party A is applying to the Beijing Housing Fund Management Center ("the Center") for a personal housing accumulation fund loan ("the underlying loan"), and the Center is serving as the Lender of the underlying loan and the Mortgagee of the housing Party A is seeking to purchase with the underlying loan ("the Housing"), and;  
2. Party B is the Center's asset manager in charge of the matters agreed upon in the Contract in accordance with the Center's requirements,  
to clarify the rights and obligations of the parties involved, Party A, Party B, and Party C hereby conclude the Contract.

Article I

Party A shall apply to the Center for the underlying loan to purchase

(details of the Housing) from Party C. Party A agrees to mortgage the Housing and to cooperate with the mortgage registration procedures when the required conditions have been satisfied.  
Article II

Party A shall entrust Party C with obtaining a Real Estate Ownership Certificate for the Housing on behalf of Party A and promise that Party A will pay the deed tax incurred, special maintenance funds, and other expenses related to Party A's moving into the Housing and will actively cooperate with Party C in the Housing transfer registration procedures. Regardless of whether the Housing has already been completed or is under construction, Party C shall notify Party B within ten working days after Party A has obtained the Real Estate Ownership Certificate and deliver the Real Estate Ownership Certificate directly to Party B. The Real Estate Ownership Certificate shall in no way be delivered by Party C to Party A or any other party or received by Party A before Party A has succeeded in paying off the underlying loan or without Party B's permission.  
Article III

Neither Party A nor Party C may violate the following provisions:  
1. Party C shall in no way deliver the housing registration form, housing and land map, or other materials that enable Party A to independently obtain a Real Estate Ownership Certificate to Party A without Party B's permission, and Party A shall in no way seek to obtain a Real Estate Ownership Certificate independently. In the event that Party A obtains a Real Estate Ownership Certificate for a special reason before Party B has completed the mortgage registration procedure, Party A shall deliver the Real Estate Ownership Certificate to Party B within five working days.  
2. Party A shall actively cooperate with Party B in the mortgage registration procedure. In the event that Party B is unable to complete the procedure as a result of false information contained in the Real Estate Ownership Certificate, Party B shall notify Party A and return the Real Estate Ownership Certificate to Party C. Party A and Party C shall be obliged to correct the Real Estate Ownership Certificate within five working days from the return of the Real Estate Ownership Certificate. Following the correction, Party C shall promptly return the corrected certificate to Party B to allow Party B to resume the necessary procedures.  
Article IV

In the event that the property right of the Housing is to be altered by Party A through transfer, exchange, or grant during the performance of the Contract, Party C shall notify Party B ahead of time, and Party B may carry out the required procedures only once the alteration has been approved by the Center. In the event that Party A intends to return the Housing, Party C shall assist Party A to return the outstanding part of the underlying loan to the account designated by the Center.  
Article V

The Contract may be altered or dissolved only if all three parties to the Contract agree to the alteration or dissolution.  
Article VI

In the event that Party B fails to complete the mortgage registration as required by the Center as a result of Party A's or Party C's violation of the provisions above and the failure causes losses to the Center, they shall seek to make compensation for the loses which includes but not be limited to the principal, interest, and penalty interest of the underlying loan and attorney fees, legal costs, travel fees, and appraisal fees incurred during the Center's claim for compensation.  
Article VII

The Contract shall enter into force on the date when the Contract is signed by Party A and the seal affixed by Party B and Party C, and terminate on the date when Party B completes mortgage registration and obtains a Real Estate Ownership Certificate. The provisions on the service of documents under the Loan Contract shall apply to the Contract. Any dispute arising during the performance of the Contract shall be settled by the parties through negotiation. In the event that the dispute cannot be settled through negotiation, any of the parties involved shall be entitled to submit a case to the competent people's court in the place where Party B is located to settle the dispute.  
Article VIII

The Contract shall be in triplicate. Each of Party A, Party B, and Party C shall hold one copy. The three copies shall have the same legal validity.   
Party A: Party B: Beijing Housing Loan Guarantee Center  
(date) MM/DD/YYYY (date) MM/DD/YYYY

Party C:

(date) MM/DD/YYYY

(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.)