

**Refinancing Scenario**  
**Sample clauses for facility letters**

**SCHEDULE 1**  
**PAPT PROVISIONS FOR REFINANCING SCENARIO A**

**This Schedule 1 applies if (a) the Facility is in scope for PAPT and the Borrower agrees to adopt PAPT and (b) the Facility (or part thereof) will be applied towards refinancing an existing mortgage loan granted by another bank or authorized institution (whether or not the Borrower is a borrower under such existing mortgage loan) ,**

**1. DEFINITIONS<sup>1</sup>**

**1.1 Definitions in this Schedule 1**

"**Drawdown Day**" has the meaning given to that term in paragraph 3.2.

"**Key Information**" means the information set out in the table headed "Key Information" in the RMIC.

"**OMI Borrower**" means the borrower under the existing mortgage loan granted by the Original Mortgage Institution, which is secured by a mortgage over the Property (which mortgage is to be discharged in full on the Drawdown Day), **provided that** if the OMI Borrower and the Borrower are the same person or entity, references to "OMI Borrower" in this Schedule 1 shall be construed as "Borrower" accordingly.

"**Original Mortgage Institution**" has the meaning given to that term in paragraph 2(b).

"**PAPT**" means the Payment Arrangements for Property Transaction, as described in further detail in the PAPT Document.

"**PAPT Document**" means the document entitled "Payment Arrangements for Property Transactions (the "PAPT") " dated 20 July 2022 issued by the Hong Kong Association of Banks (as amended and/or supplemented from time to time).

"**Redemption Amount**" has the meaning given to that term in paragraph 2(a).

"**Remittance Amount**" has the meaning given to that term in paragraph 3.3(b).

"**RMIC**" means a Refinancing Mortgage Institution Confirmation.

**1.2 Construction**

Any reference to the singular form of "Borrower" or "OMI Borrower" shall include its plural form and vice versa.

**2. APPLICATION OF PAPT**

Where the Borrower agrees to adopt PAPT:

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<sup>1</sup> Users to adapt the terminology used throughout this document to your own standard form(s) of facility letters. For example, some banks refer to themselves as "we" in facility letters, whereas some refer to themselves as the "Bank".

- (a) the Borrower agrees that any amount which is required to be paid to fully discharge the existing mortgage over the Property (the "**Redemption Amount**") shall be paid in the manner described in paragraph 3 below (except where the consent of the Borrower as described in paragraph 2(b) below is withdrawn in accordance with paragraph 2(b) below, in which case PAPT shall cease to apply); and
- (b) the Borrower hereby expressly consents that the Bank and the Bank's solicitors may disclose the refinancing arrangement set out in this Facility Letter, including the amount of the Loan (or such part thereof) that will be applied towards the discharge of the existing mortgage over the Property, to the mortgage institution in whose favour the existing mortgage has been granted (the "**Original Mortgage Institution**") and the Original Mortgage Institution's solicitors, to the extent strictly necessary solely for the purpose of effecting the PAPT. The Borrower may, by a notice in writing to the Bank, withdraw such consent any time up to 5 Business Days before the Drawdown Day. If the Borrower withdraws such consent, the Bank has a right to revoke the Loan offer and unilaterally terminate this Facility Letter with immediate effect at no cost to the Bank.

### 3. **LOAN REMITTANCE**

- 3.1 Notwithstanding anything to the contrary in this Facility Letter, this paragraph 3 applies only if PAPT applies to the refinancing arrangement contemplated by this Facility Letter.
- 3.2 Subject to the conditions set out in this Facility Letter, the Bank shall disburse the Loan to the Borrower (the day on which the Loan is disbursed by the Bank pursuant to this Facility Letter, the "**Drawdown Day**").
- 3.3 Subject always to paragraphs 3.4 to 3.8 below, and subject to (1) the Borrower giving drawdown directions to the Bank (through the Bank's solicitors) in respect of the Loan which are acceptable by the Bank and (2) the satisfaction of all the conditions precedent (if any) to drawdown under this Facility Letter, the Bank shall:
  - (a) issue a RMIC and send the same to the Bank's solicitors before 12 noon (or such other time as agreed between the Bank and the Bank's solicitors) on the Drawdown Day; and
  - (b) arrange for the proceeds of the Loan to be disbursed and applied in accordance with the drawdown directions. In particular, the Bank shall:
    - (i) arrange for the transfer of the remittance amount as set out in the RMIC (the "**Remittance Amount**") via Clearing House Automated Transfer System ("**CHATS**") to the Original Mortgage Institution on the Drawdown Day; and
    - (ii) (if applicable) credit the cash out amount of the Loan (the amount by which the Loan exceeds the sum of the Remittance Amount and any mortgage insurance premium (if applicable)) to the Borrower's designated account with the Bank in Hong Kong on the Drawdown Day.

The Bank is entitled to act on and rely on the drawdown directions given by the Borrower to the Bank (through the Bank's solicitors), unless such directions are revoked in writing by the Borrower with reasonably sufficient advance notice to the Bank.

3.4 The Bank shall not be obliged to comply with its obligations under paragraph 3.3 above if the Bank has received written notice from the Borrower that the Borrower wishes (in its sole discretion) to revoke its drawdown directions<sup>2</sup>.

3.5 After the relevant RMIC has been issued pursuant to paragraph 3.3(a) above but before the delivery of the same to the Original Mortgage Institution's solicitors by the Bank's solicitors:

(a) if any of the information in the issued RMIC is incorrect and:

(i) if the incorrect information in the RMIC is due to a mistake made by the Bank, the Bank shall correct the information in the RMIC or reissue a new RMIC before drawdown; or

(ii) if the incorrect information in the RMIC is due to a mistake made by any party (other than the Bank), the Bank shall use its reasonable endeavours to correct the information in the RMIC or reissue a new RMIC before drawdown,

and, in either case, if the Bank has already effected the payment via CHATS (based on the incorrect information in the RMIC) and/or the credit of the cash out amount of the Loan as described in paragraph 3.3(b)(ii) above, the Bank is entitled to seek a refund from the recipient bank and/or (the Borrower hereby irrevocably authorises the Bank to) reverse such payment or credit; or

(b) if (i) the Borrower informs the Bank in writing that the Borrower would not proceed with the refinancing transaction or that the Drawdown Day has been deferred and (ii) the Bank has already effected payment via CHATS and/or the credit of the cash out amount of the Loan as described in paragraph 3.3(b)(ii) above, the Bank is entitled to seek a refund from the recipient bank and/or (the Borrower hereby irrevocably authorises the Bank to) reverse such payment or credit.

3.6 Once the RMIC is delivered to Original Mortgage Institution's solicitors by the Bank's solicitors, it is irrevocable and the Bank shall effect payment in accordance with paragraph 3.3(b) above, except in the circumstances where:

(a) any of the Key Information on the RMIC is incorrect, to the extent that any such error prevents the Bank from effecting payment of the correct amount to the correct designated account; or

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<sup>2</sup> These sample clauses assume that other conditions precedent required by the Bank in connection with the financial close of the refinancing will be addressed in other provisions of the Bank's facility letters and/or in the instructions from the Bank to the Bank's solicitors.

- (b) the Borrower informs the Bank in writing that the Borrower would not proceed with the refinancing transaction or that the Drawdown Day has been deferred,

in which case the Bank is not obliged to effect the payment via CHATS and/or credit the cash out amount of the Loan as described in paragraph 3.3(b)(ii) above, and if the Bank has already effected the payment via CHATS and/or the credit of the cash out amount of the Loan, it is entitled to seek a refund from the recipient bank and/or (the Borrower hereby irrevocably authorises the Bank to) reverse such payment or credit.

3.7 It is a condition precedent to any drawdown under the Facility that:

- (a) the Borrower shall provide all necessary information to the Bank for the purposes of preparing the RMIC (including (i) the address of the Property, (ii) the name of the OMI Borrower, (iii) the name of the Original Mortgage Institution and (iv) the amount of such part of the Redemption Amount which will be remitted to the Original Mortgage Institution under the RMIC); and
- (b) (where the Redemption Amount is paid partly with the Loan and partly with the own funds of the OMI Borrower) the OMI Borrower shall pay such part of Redemption Amount which is to be settled by his own funds by:
  - (i) cashier's order, which shall be procured by the OMI Borrower or any third party paying on behalf of the OMI Borrower and shall be made available to the Original Mortgage Institution's solicitors by no later than 1 Business Day before Drawdown Day; or
  - (ii) the Original Mortgage Institution debiting funds from the repayment account of the OMI Borrower on the Drawdown Day, in which case the Borrower shall procure that the OMI Borrower will:
    - (A) ensure that such repayment account has sufficient funds to settle such part of the Redemption Amount to be paid with the own funds of the OMI Borrower on Drawdown Day and provide a confirmation to this effect to the Original Mortgage Institution's solicitors by no later than 1 Business Day before Drawdown Day; and
    - (B) (if required by the Original Mortgage Institution) by no later than 1 Business Day before Drawdown Day, provide irrevocable debit or payment instructions (in form and substance satisfactory to the Original Mortgage Institution) for the purposes of effecting such debit of funds from such repayment account on the Drawdown Day,

and for the avoidance of doubt:

- (1) (where the Borrower is different from the OMI Borrower) the Borrower shall procure the OMI Borrower to pay such part of the Redemption Amount with the OMI Borrower's own funds by means described in paragraph (b) above; or

- (2) (where the Borrower is the OMI Borrower) the Borrower shall pay such part of the Redemption Amount with the Borrower's own funds by means described in paragraph (b) above as if all references to the "OMI Borrower" in such paragraph were references to "the Borrower".

3.8 The Borrower agrees and acknowledges that where exceptional circumstances or last minute issues arise which make it not feasible for the Bank to carry out the arrangements in paragraph 3.3 above or result in the OMI Borrower not being able to arrange for cashier's order(s) or maintain sufficient funds in the repayment account as described in paragraph 3.7(b) above, the Borrower authorises its solicitors (if applicable) and the Bank to liaise with the Original Mortgage Institution, the Original Mortgage Institution's solicitors, the OMI Borrower and/or any other related parties to agree on other means of payment so as to proceed to drawdown on the Drawdown Day.

#### 4. **FUTURE PAPT TRANSACTIONS**

The Borrower agrees that where (1) it engages in a future refinancing transaction over the Property where the Loan is to be settled and (2) the PAPT applies to such transaction, the Borrower shall procure that:

- (i) any remittance amount payable to the Bank by the incoming mortgage institution shall be paid to the Bank by way of (A) CHATS / direct transfer or (B) any other means acceptable to the Bank; and
- (ii) any part of the redemption amount of the Loan not covered by the loan provided by the incoming mortgage institution shall be paid by way of (A) a cashier's order procured by or on behalf of the Borrower; (B) the Bank debiting the amount from the Borrower's repayment account with the Bank or (C) any other means acceptable to the Bank.

**SCHEDULE 2**  
**PAPT PROVISIONS FOR REFINANCING SCENARIO B**

**This Schedule 2 applies if (a) the Facility is in scope for PAPT and the Borrower agrees to adopt PAPT and (b) the Facility (or part thereof) will be applied towards refinancing an existing mortgage loan granted by the Bank to a different borrower**

1. **DEFINITIONS<sup>3</sup>**

1.1 **Definitions in this Schedule 2**

"**Direct Transfer Amount**" has the meaning given to that term in paragraph 3.6(a).

"**Drawdown Day**" has the meaning given to that term in paragraph 3.2.

"**OMI Borrower**" means the borrower under the existing mortgage loan granted by the Bank, which is secured by a mortgage over the Property (which mortgage is to be discharged in full on the Drawdown Day).

"**PAPT**" means the Payment Arrangements for Property Transaction, as described in further detail in the PAPT Document.

"**PAPT Document**" means the document entitled "Payment Arrangements for Property Transactions (the "PAPT")" dated 20 July 2022 issued by the Hong Kong Association of Banks (as amended and/or supplemented from time to time).

"**Redemption Amount**" has the meaning given to that term in paragraph 2.

1.2 **Construction**

Any reference to the singular form of "Borrower" or "OMI Borrower" shall include its plural form and vice versa.

2. **APPLICATION OF PAPT**

Where the Borrower agrees to adopt PAPT, the Borrower agrees that any amount which is required to be paid to fully discharge the existing mortgage over the Property (the "**Redemption Amount**") shall be paid in the manner described in paragraph 3 below.

3. **LOAN REMITTANCE**

3.1 Notwithstanding anything to the contrary in this Facility Letter, this paragraph 3 applies only if PAPT applies to the refinancing arrangement contemplated by this Facility Letter.

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<sup>3</sup> Users to adapt the terminology used throughout this document to your own standard form(s) of facility letters. For example, some banks refer to themselves as "we" in facility letters, whereas some refer to themselves as the "Bank".

- 3.2 Subject to the conditions set out in this Facility Letter, the Bank shall disburse the Loan to the Borrower (the day on which the Loan is disbursed by the Bank pursuant to this Facility Letter, the "**Drawdown Day**").
- 3.3 Subject always to paragraphs 3.4 to 3.7 below, and subject to (1) the Borrower giving drawdown directions to the Bank (through the Bank's solicitors) in respect of the Loan which are acceptable by the Bank and (2) the satisfaction of all the conditions precedent (if any) to drawdown under this Facility Letter, the Bank shall arrange for the proceeds of the Loan to be disbursed and applied in accordance with the drawdown directions. In particular, the Bank shall:
- (a) arrange for the transfer of the Direct Transfer Amount via direct transfer to the loan account of the OMI Borrower for the purposes of settling the Redemption Amount (or part thereof) on the Drawdown Day; and
  - (b) (if applicable) credit the cash out amount of the Loan (the amount by which the Loan exceeds the sum of the Redemption Amount and any mortgage insurance premium (if applicable)) to the Borrower's designated account with the Bank in Hong Kong on the Drawdown Day.

The Bank is entitled to act on and rely on the drawdown directions given by the Borrower to the Bank (through the Bank's solicitors), unless such directions are revoked in writing by the Borrower with reasonably sufficient advance notice to the Bank.

- 3.4 The Bank shall not be obliged to comply with its obligations under paragraph 3.3 above if the Bank has received written notice from the Borrower that the Borrower wishes (in its sole discretion) to revoke its drawdown directions<sup>4</sup>.
- 3.5 On the Drawdown Day, if (a) the Borrower informs the Bank in writing that the Borrower would not proceed with the refinancing transaction or that the Drawdown Day has been deferred and (b) the Bank has already effected the payment of the Direct Transfer Amount and/or the credit of the cash out amount of the Loan as described in paragraph 3.3 above, the Bank is entitled to (and the Borrower hereby irrevocably authorises the Bank to) reverse such payment or credit.
- 3.6 It is a condition precedent to any drawdown under the Facility that:
- (a) the Borrower shall provide all necessary information to the Bank for the purposes of preparing the direct transfer as described in paragraph 3.3(a) above (including (i) the address of the Property, (ii) the name of the OMI Borrower and (iii) the amount of such part of the Redemption Amount which will be settled by the proceeds of the Loan by way of a remittance to the loan account of the OMI Borrower via direct transfer (the "**Direct Transfer Amount**")); and

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<sup>4</sup> These sample clauses assume that other conditions precedent required by the Bank in connection with the financial close of the refinancing will be addressed in other provisions of the Bank's facility letters and/or in the instructions from the Bank to the Bank's solicitors.

- (b) (where the Redemption Amount is paid partly with the Loan and partly with the own funds of the OMI Borrower) the OMI Borrower shall pay such part of Redemption Amount which is to be settled by his own funds by:
- (i) cashier's order, which shall be procured by the OMI Borrower or any third party paying on behalf of the OMI Borrower and shall be made available to the Bank's solicitors by no later than 1 Business Day before Drawdown Day; or
  - (ii) the Bank debiting funds from the repayment account of the OMI Borrower on the Drawdown Day, in which case the Borrower shall procure that the OMI Borrower will:
    - (A) ensure that such repayment account has sufficient funds to settle such part of the Redemption Amount to be paid with the own funds of the OMI Borrower on Drawdown Day and provide a confirmation to this effect to the Bank's solicitors by no later than 1 Business Day before Drawdown Day; and
    - (B) (if required by the Bank) by no later than 1 Business Day before Drawdown Day, provide irrevocable debit or payment instructions (in form and substance satisfactory to the Original Mortgage Institution) for the purposes of effecting such debit of funds from such repayment account on the Drawdown Day,

and for the avoidance of doubt, the Borrower shall procure the OMI Borrower to pay such part of the Redemption Amount with the OMI Borrower's own funds by means described in paragraph 3.6(b) above.

- 3.7 The Borrower agrees and acknowledges that where exceptional circumstances or last minute issues arise which make it not feasible for the Bank to carry out the arrangements in paragraph 3.3 above or result in the OMI Borrower not being able to arrange for cashier's order(s) or maintain sufficient funds in the repayment account as described in paragraph 3.6(b) above, the Borrower authorises its solicitors (if applicable) and the Bank to liaise with the Bank's solicitors, the OMI Borrower and/or any other related parties to agree on other means of payment so as to proceed to drawdown on the Drawdown Day.

#### 4. **FUTURE PAPT TRANSACTIONS**

The Borrower agrees that where (1) it engages in a future refinancing transaction over the Property where the Loan is to be settled and (2) the PAPT applies to such transaction, the Borrower shall procure that:

- (i) any remittance amount payable to the Bank by the incoming mortgage institution shall be paid to the Bank by way of (A) CHATS / direct transfer or (B) any other means acceptable to the Bank; and
- (ii) any part of the redemption amount of the Loan not covered by the loan provided by the incoming mortgage institution shall be paid by way of (A) a cashier's order procured by or on behalf of the Borrower; (B) the



Bank debiting the amount from the Borrower's repayment account with the Bank or (C) any other means acceptable to the Bank.

**SCHEDULE 3**  
**PAPT PROVISIONS FOR REFINANCING SCENARIO C**

**This Schedule 3 applies if (a) the Facility is in scope for PAPT and the Borrower agrees to adopt PAPT and (b) either (i) the Facility (or part thereof) will be applied towards refinancing an existing mortgage loan granted by the Bank to the same Borrower but the existing mortgage deed needs to be discharged and a new mortgage deed needs to be executed (e.g. from fixed amount mortgage to all monies mortgage) or (ii) the Facility is provided by the Bank to a Borrower which is secured by a mortgage-free property**

**1. DEFINITIONS<sup>5</sup>**

**1.1 Definitions in this Schedule 3**

"**Direct Transfer Amount**" has the meaning given to that term in paragraph 3.6(a).

"**Drawdown Day**" has the meaning given to that term in paragraph 3.2.

"**PAPT**" means the Payment Arrangements for Property Transaction, as described in further detail in the PAPT Document.

"**PAPT Document**" means the document entitled "Payment Arrangements for Property Transactions (the "PAPT") dated 20 July 2022 issued by the Hong Kong Association of Banks (as amended and/or supplemented from time to time).

"**Redemption Amount**" has the meaning given to that term in paragraph 2, **provided that** where the Facility is to be secured by a mortgage-free property, the Redemption Amount shall be zero.

**1.2 Construction**

Any reference to the singular form of "Borrower" shall include its plural form and vice versa.

**2. APPLICATION OF PAPT**

Where the Borrower agrees to adopt PAPT, the Borrower agrees that any amount which is required to be paid to fully discharge the existing mortgage over the Property (the "**Redemption Amount**") shall be paid in the manner described in paragraph 3 below.

**3. LOAN REMITTANCE**

**3.1** Notwithstanding anything to the contrary in this Facility Letter, this paragraph 3 applies only if PAPT applies to the refinancing arrangement contemplated by this Facility Letter.

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<sup>5</sup> Users to adapt the terminology used throughout this document to your own standard form(s) of facility letters. For example, some banks refer to themselves as "we" in facility letters, whereas some refer to themselves as the "Bank".

- 3.2 Subject to the conditions set out in this Facility Letter, the Bank shall disburse the Loan to the Borrower (the day on which the Loan is disbursed by the Bank pursuant to this Facility Letter, the "**Drawdown Day**").
- 3.3 Subject always to paragraphs 3.4 to 3.7 below, and subject to (1) the Borrower giving drawdown directions to the Bank (through the Bank's solicitors) in respect of the Loan which are acceptable by the Bank and (2) the satisfaction of all the conditions precedent (if any) to drawdown under this Facility Letter, the Bank shall arrange for the proceeds of the Loan to be disbursed and applied in accordance with the drawdown directions. In particular, the Bank shall:
- (a) arrange for the transfer of the Direct Transfer Amount via direct transfer to the loan account of the Borrower for the purposes of settling the Redemption Amount (or part thereof) on the Drawdown Day; and
  - (b) (if applicable) credit the cash out amount of the Loan (the amount by which the Loan exceeds the sum of the Redemption Amount and any mortgage insurance premium (if applicable)) to the Borrower's designated account with the Bank in Hong Kong on the Drawdown Day.

The Bank is entitled to act on and rely on the drawdown directions given by the Borrower to the Bank (through the Bank's solicitors), unless such directions are revoked in writing by the Borrower with reasonably sufficient advance notice to the Bank.

- 3.4 The Bank shall not be obliged to comply with its obligations under paragraph 3.3 above if the Bank has received written notice from the Borrower that the Borrower wishes (in its sole discretion) to revoke its drawdown directions<sup>6</sup>.
- 3.5 On the Drawdown Day, if (a) the Borrower informs the Bank in writing that the Borrower would not proceed with the refinancing transaction or that the Drawdown Day has been deferred and (b) the Bank has already effected the payment of the Direct Transfer Amount and/or the credit of the cash out amount of the Loan as described in paragraph 3.3 above, the Bank is entitled to (and the Borrower hereby irrevocably authorises the Bank to) reverse such payment or credit.
- 3.6 It is a condition precedent to any drawdown under the Facility that:
- (a) the Borrower shall provide all necessary information to the Bank for the purposes of preparing the direct transfer as described in paragraph 3.3(a) above (including (i) the address of the Property, (ii) the name of the Borrower and (iii) the amount of such part of the Redemption Amount which will be settled by the proceeds of the Loan by way of a remittance to the loan account of the Borrower via direct transfer (the "**Direct Transfer Amount**")); and

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<sup>6</sup> These sample clauses assume that other conditions precedent required by the Bank in connection with the financial close of the refinancing will be addressed in other provisions of the Bank's facility letters and/or in the instructions from the Bank to the Bank's solicitors.

- (b) (where the Redemption Amount is a positive amount and is paid partly with the Loan and partly with the own funds of the Borrower) the Borrower shall pay such part of Redemption Amount which is to be settled by his own funds by:
  - (i) cashier's order, which shall be procured by the Borrower or any third party paying on behalf of the Borrower and shall be made available to the Bank's solicitors by no later than 1 Business Day before Drawdown Day; or
  - (ii) the Bank debiting funds from the repayment account of the Borrower on the Drawdown Day, in which case the Borrower shall:
    - (A) ensure that such repayment account has sufficient funds to settle such part of the Redemption Amount to be paid with the own funds of the Borrower on Drawdown Day and provide a confirmation to this effect to the Bank's solicitors by no later than 1 Business Day before Drawdown Day; and
    - (B) (if required by the Bank) by no later than 1 Business Day before Drawdown Day, provide irrevocable debit or payment instructions (in form and substance satisfactory to the Original Mortgage Institution) for the purposes of effecting such debit of funds from such repayment account on the Drawdown Day.

3.7 The Borrower agrees and acknowledges that where exceptional circumstances or last minute issues arise which make it not feasible for the Bank to carry out the arrangements in paragraph 3.3 above or result in the Borrower not being able to arrange for cashier's order(s) or maintain sufficient funds in the repayment account as described in paragraph 3.6(b) above, the Borrower authorises its solicitors (if applicable) and the Bank to liaise with the Bank's solicitors and/or any other related parties to agree on other means of payment so as to proceed to drawdown on the Drawdown Day.

#### 4. **FUTURE PAPT TRANSACTIONS**

The Borrower agrees that where (1) it engages in a future refinancing transaction over the Property where the Loan is to be settled and (2) the PAPT applies to such transaction, the Borrower shall procure that:

- (i) any remittance amount payable to the Bank by the incoming mortgage institution shall be paid to the Bank by way of (A) CHATS / direct transfer or (B) any other means acceptable to the Bank; and
- (ii) any part of the redemption amount of the Loan not covered by the loan provided by the incoming mortgage institution shall be paid by way of (A) a cashier's order procured by or on behalf of the Borrower; (B) the Bank debiting the amount from the Borrower's repayment account with the Bank or (C) any other means acceptable to the Bank.

轉按情形  
貸款確認書的條款範本

附件 1  
轉按情況 A 的支付安排條文

本附件 1 適用於以下情況：(a) 本貸款屬於支付安排範圍，且借款人同意採用支付安排；及(b) 本貸款（或其部分）將用於轉按另一家銀行或認可機構發放的現有按揭貸款（無論借款人是否為該現有按揭貸款的借款人）

1. 定義<sup>1</sup>

1.1 本附件 1 的定義

「提取貸款日」具有第 3.2 段賦予該詞的涵義。

「主要資料」指轉按機構確認書中「主要資料」一表所載的資料。

「原按揭貸款機構借款人」指原按揭貸款機構發放的現有按揭貸款下的借款人，該貸款是以該物業的按揭為擔保（並擬將在提取貸款日獲完全解除），前提是如果借款人及原按揭貸款機構借款人屬同一人或實體，本附件 1 提及的「原按揭貸款機構借款人」應據此詮釋為「借款人」。

「原按揭貸款機構」具有第 2(b)段賦予該詞的涵義。

「支付安排」指支付安排文件中進一步詳述的物業交易支付安排。

「支付安排文件」指香港銀行公會於 2022 年 7 月 20 日刊發名為「Payment Arrangements for Property Transactions (the “PAPT”)」的文件（經不時修訂及／或補充）。

「贖回金額」具有第 2(a)段賦予該詞的涵義。

「匯款金額」具有第 3.3(b)段賦予該詞的涵義。

「轉按機構確認書」指轉按機構的確認書。

1.2 詮釋

任何對「借款人」或「原按揭貸款機構借款人」單數形式的提述應包括其複數形式，反之亦然。

2. 支付交易的應用

在借款人同意採用支付交易的情況下：

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<sup>1</sup> 使用者可以根據其貸款確認書的標準格式調整本文件中所使用的詞彙。例如，某些銀行在貸款確認書中自稱「我們」，而某些銀行則自稱「本行」。

- (a) 借款人同意按照下文第 3 段所述的方式支付為完全解除該物業的現有按揭所需的任何金額（「贖回金額」）（除非如下文第 2(b)段所述，借款人的同意按照下文第 2(b)段被撤回，在這種情況下，支付安排將不再適用）；及
- (b) 借款人謹此明確同意，本行及本行的律師可向現有按揭的承按機構（「原按揭貸款機構」）及原按揭貸款機構的律師披露本貸款確認書中所載列的轉按安排，包括將用於解除該物業的現有按揭的貸款金額（或其部分），但有關披露限於純為實行支付安排而僅需要的用途。借款人可隨時在提取貸款日前不少於 5 個工作日向本行發出書面通知，撤回上述同意。如果借款人撤回該同意，本行有權撤銷本貸款的要約，並單方面立即終止本貸款確認書，而本行不會承擔任何費用。

### 3. 貸款匯款

3.1 即使本貸款確認書中有任何相反的規定，本第 3 段僅在支付安排適用於本貸款確認書擬進行的轉按安排時適用。

3.2 在符合本貸款確認書所載的條件下，本行應向借款人發放貸款（本行根據本貸款確認書發放貸款之日為「提取貸款日」）。

3.3 在不抵觸下文第 3.4 至 3.8 段、以及在(1)借款人（通過本行的律師）就本貸款向本行發出本行可接受的提款指示及(2)本貸款確認書中所有的提款先決條件（如有）獲滿足的情況下，本行應：

- (a) 發出轉按機構確認書，並在提取貸款日中午 12 時正（或本行及本行的律師協定的其他時間）之前向本行的律師發送該確認書；及
- (b) 根據提款指示安排發放及應用相關貸款款項。特別是，本行應：
  - (i) 安排在提取貸款日透過結算所自動轉帳系統（「CHATS」）將轉按機構確認書中列出的匯款金額（「匯款金額」）轉帳至原按揭貸款機構；以及
  - (ii) （如適用）在提取貸款日將貸款的套現金額（即貸款款項超出匯款金額以及任何按揭保費金額（如適用）兩者之總和的金額）存入借款人在香港於本行開立的指定帳戶。

本行有權跟據借款人（通過本行的律師）向本行發出的提款指示行事，並以其為依據，除非借款人提前給予本行合理地足夠的書面通知以撤銷相關指示。

3.4 如果本行收到借款人的書面通知，表示借款人(在其全權酌情決定的情況下)希望撤銷其提款指示，則本行沒有責任遵守上述第 3.3 段下的義務<sup>2</sup>。

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<sup>2</sup> 此等條款範本假設貸款確認書及／或銀行給予其律師的指示中載有其他條款，訂明此轉按交易的完成前銀行需求的其他先決條件。

3.5 在根據上文第 3.3(a)段發出相關轉按機構確認書後，但在本行的律師將該確認書交付給原按揭貸款機構的律師之前：

- (a) 如果已發出的轉按機構確認書中有任何不正確資料，並且：
  - (i) 如果轉按機構確認書中的不正確資料是由於本行的錯誤所造成，本行應在提款前更正轉按機構確認書中的資料或重新發出一份新的轉按機構確認書；或
  - (ii) 如果轉按機構確認書中的不正確資料是由於任何一方（本行除外）的錯誤所造成，本行應在提款前盡其合理努力更正轉按機構確認書中的資料或重新發出新的轉按機構確認書，

以及，在上述的任何一種情況下，如果本行已經通過 CHATS（根據轉按機構確認書中的不正確資料）進行支付及／或存入上文第 3.3(b)(ii)段所述的貸款套現金額，本行有權要求收款銀行退款及／或（借款人謹此不可撤銷地授權本行）撤回相關支付或存入；或

- (b) 如果(i)借款人書面通知本行，借款人不會繼續進行轉按交易或提取貸款日將被延遲，以及(ii)本行已經通過 CHATS 進行支付及／或存入上文第 3.3(b)(ii)段所述的貸款套現金額，本行有權要求收款銀行退款及／或（借款人謹此不可撤銷地授權本行）撤回相關支付或存入。

3.6 一旦本行的律師將轉按機構確認書交付給原按揭貸款機構的律師，該確認書不可撤銷，本行應根據上文第 3.3(b)段進行支付，但在以下情況除外：

- (a) 轉按機構確認書上的任何主要資料不正確，以至於本行無法向正確的指定帳戶支付正確金額；或
- (b) 借款人書面通知本行，借款人不會繼續進行轉按交易或提取貸款日將被延遲，

在該等情況下，本行沒有義務按照上述第 3.3(b)(ii)段所述，通過 CHATS 進行支付及／或存入上文第 3.3(b)(ii)段所述的貸款套現金額。如果本行已經通過 CHATS 進行支付／或存入貸款套現金額，本行有權要求收款銀行退款及／或（借款人謹此不可撤銷地授權本行）撤回相關支付或存入。

3.7 在本貸款下提取任何款項的先決條件是：

- (a) 借款人應向本行提供所有就準備轉按機構確認書所需的必要資料（包括(i)該物業的地址，(ii)原按揭貸款機構借款人的名稱，(iii)原按揭貸款機構的名稱及(iv)擬根據該轉按機構確認書匯款至原按揭貸款機構、用以支付贖回金額的相關部分）；及
- (b) （如果贖回金額部分由本貸款支付，部分由原按揭貸款機構借款人的自有資金支付）原按揭貸款機構借款人應透過以下方式支付贖回金額中由其自有資金支付的部分：

- (i) 本票。本票應由原按揭貸款機構借款人或代表原按揭貸款機構借款人付款的任何第三方促使安排，並應在不遲於提取貸款日之前一個工作日向原按揭貸款機構的律師提供；或
- (ii) 原按揭貸款機構在提取貸款日從原按揭貸款機構借款人的還款帳戶中扣除資金。在此情況下，借款人應促使原按揭貸款機構借款人將：
  - (A) 確保其還款帳戶有足夠資金，以在提取貸款日以原按揭貸款機構借款人的自有資金支付贖回金額的相關部分，並且在不遲於提取貸款日之前一個工作日向原按揭貸款的律師提供相關確認；及
  - (B) （如果原按揭貸款機構要求）在不遲於提取貸款日之前一個工作日（以原按揭貸款機構滿意的形式及內容）提供不可撤銷的扣除或付款指示，以在提取貸款日從該還款帳戶中進行相關扣除，

並且為免生疑問：

- (1) （如果借款人與原按揭貸款機構借款人不同）借款人應促使原按揭貸款機構借款人以上文**(b)**段所述的方式以原按揭貸款機構借款人的自有資金支付贖回金額的相關部分；或
- (2) （如果借款人是原按揭貸款機構借款人）借款人應以上文**(b)**段所述的方式以借款人的自有資金支付贖回金額的相關部分，猶如該段提述所有的「原按揭貸款機構借款人」是指「借款人」。

3.8 借款人同意，如果出現特殊情況或突發問題，導致本行無法施行上文第 3.3 段的安排，或導致原按揭貸款機構借款人無法按上文第 3.7(b)段所述安排本票或維持還款帳戶中有充足資金，則借款人授權其律師（如適用）及本行與原按揭貸款機構、原按揭貸款機構的律師、原按揭貸款機構借款人及／或任何其他相關方聯絡，以協定其他付款方式，以在提取貸款日繼續進行提款。

#### 4. 日後採用支付安排的交易

借款人同意，如果(1)其日後為該物業進行物業轉按交易以清還本貸款，以及(2)支付安排適用於該交易，借款人應促使：

- (i) 新任的按揭貸款機構應付本行的任何匯款金額應透過以下方式支付給本行：**(A) CHATS**／直接轉帳或 **(B)** 任何其他本行可接受的方式；以及
- (ii) 如新任的按揭貸款機構所提供的貸款不足以清還本貸款的贖回金額，剩餘部分應透過以下方式支付：**(A)** 由借款人



或其代表促使安排的本票；(B)本行從借款人在本行開立的還款帳戶中扣除相關金額；或(C)任何其他本行可接受的方式。

## 附件 2 轉按情況 B 的支付安排條文

本附件 2 適用於以下情況：(a) 本貸款屬於支付安排範圍，且借款人同意採用支付安排；及(b) 本貸款（或其部分）將用於轉按本行為另一位借款人發放的現有按揭貸款

### 1. 定義<sup>3</sup>

#### 1.1 本附件 2 的定義

「直接轉帳金額」具有第 3.6(a)段賦予該詞的涵義。

「提取貸款日」具有第 3.2 段賦予該詞的涵義。

「原按揭貸款機構借款人」指本行發放的現有按揭貸款下的借款人，該貸款是以該物業的按揭為擔保（並擬將在提取貸款日獲完全解除）。

「支付安排」指支付安排文件中進一步詳述的物業交易支付安排。

「支付安排文件」指香港銀行公會於 2022 年 7 月 20 日刊發名為「Payment Arrangements for Property Transactions (the "PAPT")」的文件（經不時修訂及／或補充）。

「贖回金額」具有第 2 段賦予該詞的涵義。

#### 1.2 詮釋

任何對「借款人」或「原按揭貸款機構借款人」單數形式的提述應包括其複數形式，反之亦然。

### 2. 支付安排的應用

在借款人同意採用支付安排的情況下，借款人同意按照下文第 3 段所述的方式，支付為完全解除該物業的現有按揭所需的任何金額（「贖回金額」）。

### 3. 貸款匯款

3.1 即使本貸款確認書中有任何相反的規定，本第 3 段僅在支付安排適用於本貸款確認書擬進行的轉按安排時適用。

3.2 在符合本貸款確認書所載的條件下，本行應向借款人發放貸款（本行根據本貸款確認書發放貸款之日為「提取貸款日」）。

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<sup>3</sup> 使用者可以根據其貸款確認書的標準格式調整本文件中所使用的詞彙。例如，某些銀行在貸款確認書中自稱「我們」，而某些銀行則自稱「本行」。

3.3 在不抵觸下文第 3.4 至 3.7 段、以及在(1)借款人（通過本行的律師）就本貸款向本行發出本行可接受的提款指示及(2)本貸款確認書中所有的提款先決條件（如有）獲滿足的情況下，本行應根據提款指示安排發放及應用相關貸款款項。特別是，本行應：

- (a) 安排在提取貸款日透過直接轉帳將直接轉帳金額轉至原按揭貸款機構借款人的貸款帳戶，以結付贖回金額（或其部分）；以及
- (b) （如適用）在提取貸款日將貸款的套現金額（即貸款款項超出贖回金額以及任何按揭保費金額（如適用）兩者之總和的金額）存入借款人在香港於本行開立的指定帳戶。

本行有權跟據借款人（通過本行的律師）向本行發出的提款指示行事，並以其為依據，除非借款人提前給予本行合理地足夠的書面通知以撤銷相關指示。

3.4 如果本行收到借款人的書面通知，表示借款人（在其全權酌情決定的情況下）希望撤銷其提款指示，則本行沒有責任遵守上文第 3.3 段下的義務<sup>4</sup>。

3.5 在提取貸款日，如果(a)借款人書面通知本行，借款人不會繼續進行轉按交易或提取貸款日將被延遲，以及(b)本行已經支付直接轉帳金額及／或存入上文第 3.3 段所述的貸款套現金額，本行有權（及借款人謹此不可撤銷地授權本行）撤回相關支付或存入。

3.6 在本貸款下提取任何款項的先決條件是：

- (a) 借款人應向本行提供所有就準備上文第 3.3(a)段所述的直接轉帳所需的必要資料（包括(i)該物業的地址，(ii) 原按揭貸款機構借款人的名稱，及(iii)擬透過直接轉帳匯款至原按揭貸款機構借款人的貸款帳戶、用於支付贖回金額的相關部分（「直接轉帳金額」））；及
- (b) （如果贖回金額部分由本貸款支付，部分由原按揭貸款機構借款人的自有資金支付）原按揭貸款機構借款人應透過以下方式支付贖回金額中由其自有資金支付的部分：
  - (i) 本票。本票應由原按揭貸款機構借款人或代表原按揭貸款機構借款人付款的任何第三方促使安排，並應在不遲於提取貸款日之前一個工作日向本行的律師提供；或
  - (ii) 本行在提取貸款日從原按揭貸款機構借款人的還款帳戶中扣除資金。在此情況下，借款人應促使原按揭貸款機構借款人將：
    - (A) 確保該還款帳戶有足夠資金，以在提取貸款日以原按揭貸款機構借款人的自有資金支付贖回金額的相關部分，並且

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<sup>4</sup> 此等條款範本假設貸款確認書及／或銀行給予其律師的指示中載有其他條款，訂明此轉按交易的完成前銀行需求的其他先決條件。

在不遲於提取貸款日之前一個工作日向本行的律師提供相關確認；及

- (B) (如果本行要求) 在不遲於提取貸款日之前一個工作日 (以本行滿意的形式及內容) 提供不可撤銷的扣除或付款指示，以在提取貸款日從該還款帳戶中進行相關扣除，

並且為免生疑問，借款人應促使原按揭貸款機構借款人以上文第 3.6(b) 段所述的方式以原按揭貸款機構借款人的自有資金支付贖回金額的相關部分。

- 3.7 借款人同意，如果出現特殊情況或突發問題，導致本行無法施行上文第 3.3 段的安排，或導致原按揭貸款機構借款人無法按上文第 3.6(b) 段所述安排本票或維持還款帳戶中有充足資金，則借款人授權其律師 (如適用) 及本行與本行的律師、原按揭貸款機構借款人及 / 或任何其他相關方聯絡，以協定其他付款方式，以在提取貸款日繼續進行提款。

#### 4. 日後採用支付安排的交易

借款人同意，如果(1)其日後為該物業進行物業轉按交易以清還本貸款，以及(2)支付安排適用於該交易，借款人應促使：

(i) 新任的按揭貸款機構應付本行的任何匯款金額應透過以下方式支付給本行：(A) CHATS / 直接轉帳或 (B) 任何其他本行可接受的方式；以及

(ii) 如新任的按揭貸款機構所提供的貸款不足以清還本貸款的贖回金額，剩餘部分應透過以下方式支付：(A) 由借款人或其代表促使安排的本票；(B) 本行從借款人在本行開立的還款帳戶中扣除相關金額；或(C) 任何其他本行可接受的方式。

## 附件 3 轉按情況 C 的支付安排條文

本附件 3 適用於以下情況：**(a)**本貸款屬於支付安排範圍，且借款人同意採用支付安排；及**(b)(i)**本貸款（或其部分）將用於轉按本行向同一借款人發放的現有按揭貸款，但需要解除現有的按揭契據以及需要簽立新的按揭契據（例如，從固定金額的按揭貸款轉為無限額按揭貸款）或**(ii)**本行向借款人提供的本貸款是以無抵押物業作為抵押

### 1. 定義<sup>5</sup>

#### 1.1 本附件 3 的定義

「直接轉帳金額」具有第 3.6(a)段賦予該詞的涵義。

「提取貸款日」具有第 3.2 段賦予該詞的涵義。

「支付安排」指支付安排文件中進一步詳述的物業交易支付安排。

「支付安排文件」指香港銀行公會於 2022 年 7 月 20 日刊發名為「Payment Arrangements for Property Transactions (the "PAPT")」的文件（經不時修訂及／或補充）。

「贖回金額」具有第 2 段賦予該詞的涵義，前提是如果本貸款是以無抵押物業作為抵押，贖回金額應為零。

#### 1.2 詮釋

任何對「借款人」單數形式的提述應包括其複數形式，反之亦然。

### 2. 支付安排的應用

在借款人同意採用支付安排的情況下，借款人同意按照下文第 3 段所述的方式支付為完全解除該物業的現有按揭所需的任何金額（「贖回金額」）。

### 3. 貸款匯款

3.1 即使本貸款確認書中有任何相反的規定，本第 3 段僅在支付安排適用於本貸款確認書擬進行的轉按安排時適用。

3.2 在符合本貸款確認書所載的條件下，本行應向借款人發放貸款（本行根據本貸款確認書發放貸款之日為「提取貸款日」）。

3.3 在不抵觸下文第 3.4 至 3.7 段、以及在(1)借款人（通過本行的律師）就本貸款向本行發出本行可接受的提款指示及(2)本貸款確認書中所有的提款先決條件

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<sup>5</sup> 使用者可以根據其貸款確認書的標準格式調整本文件中所使用的詞彙。例如，某些銀行在貸款確認書中自稱「我們」，而某些銀行則自稱「本行」。

(如有)獲滿足的情況下，本行應根據提款指示安排發放及應用相關貸款款項。特別是，本行應：

- (a) 安排在提取貸款日透過直接轉帳將直接轉帳金額轉至借款人的貸款帳戶，以結付贖回金額（或其部分）；以及
- (b) （如適用）在提取貸款日將貸款的套現金額（即貸款款項超出贖回金額以及任何按揭保費金額（如適用）兩者之總和的金額）存入借款人在香港於本行開立的指定帳戶。

本行有權跟據借款人（通過本行的律師）向本行發出的提款指示行事，並以其為依據，除非借款人提前給予本行合理地足夠的書面通知以撤銷相關指示。

3.4 如果本行收到借款人的書面通知，表示借款人(在其全權酌情決定的情況下)希望撤銷其提款指示，則本行沒有責任遵守上文第 3.3 段下的義務<sup>6</sup>。

3.5 在提取貸款日，如果(a) 借款人書面通知本行，借款人不會繼續進行轉按交易或提取貸款日將被延遲，以及(b)本行已經支付直接轉帳金額及／或存入上文第 3.3 段所述的貸款套現金額，本行有權（及借款人謹此不可撤銷地授權本行）撤回相關支付或存入。

3.6 在本貸款下提取任何款項的先決條件是：

- (a) 借款人應向本行提供所有準備上文第 3.3(a)段所述的直接轉帳的必要資料（包括(i)該物業的地址，(ii) 借款人的名稱，及(iii) 擬透過直接轉帳匯款至借款人的貸款帳戶、用於支付贖回金額的相關部分（「直接轉帳金額」））；及
- (b) （如果贖回金額為正數，以及部分由本貸款支付，部分由借款人的自有資金支付）借款人應透過以下方式支付贖回金額中由其自有資金支付的部分：
  - (i) 本票。本票應由借款人或代表借款人付款的任何第三方促使安排，並應在不遲於提取貸款日之前一個工作日向本行的律師提供；或
  - (ii) 本行在提取貸款日從借款人的還款帳戶中扣除資金。在此情況下，借款人應：
    - (A) 確保該還款帳戶有足夠資金，以在提取貸款日以借款人的自有資金支付贖回金額的相關部分，並且在不遲於提取貸款日之前一個工作日向本行的律師提供相關確認；及

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<sup>6</sup> 此等條款範本假設貸款確認書及／或銀行給予其律師的指示中載有其他條款，訂明此轉按交易的完成前銀行需求的其他先決條件。

(B) (如果本行要求)在不遲於提取貸款日之前一個工作日(以本行滿意的形式及內容)提供不可撤銷的扣除或付款指示,以在提取貸款日從該還款帳戶中進行相關扣除。

3.7 借款人同意,如果出現特殊情況或突發問題,導致本行無法施行上文第 3.3 段的安排,或導致借款人無法按上文第 3.6(b)段所述安排本票或維持還款帳戶中有充足資金,則借款人授權其律師(如適用)及本行與本行的律師及/或任何其他相關方聯絡,以協定其他付款方式,以在提取貸款日繼續進行提款。

#### 4. 日後採用支付安排的交易

借款人同意,如果(1)其日後為該物業進行物業轉按交易以清還本貸款,以及(2)支付安排適用於該交易,借款人應促使:

(i) 新任的按揭貸款機構應付本行的任何匯款金額應透過以下方式支付給本行:(A) CHATS/直接轉帳或 (B) 任何其他本行可接受的方式;以及

(ii) 如新任的按揭貸款機構所提供貸款不足以清還本貸款的贖回金額,剩餘部分應透過以下方式支付:(A) 由借款人或其代表促使安排的本票;(B) 本行從借款人在本行開立的還款帳戶中扣除相關金額;或(C) 任何其他本行可接受的方式。