

Private & Confidential

私人密件

Date日期 : 17/08/2021  
Our Ref. 本函檔號 : 1000370044-001 3 1  
Page頁數 : 1 of 16

Present  
提交

CHAN KIN TAT

Dear Sir / Madam,  
親愛的先生/女士：

Re: Property FLAT H ON 4/F GREENMONT COURT  
關於：物業 (BLOCK 8) GREENVALE VILLAGE  
DISCOVERY BAY CITY LANTAU ISLAND  
NEW TERRITORIES

Thank you for choosing our Mortgage Services. We, The Bank of East Asia, Limited (the "Bank") are pleased to extend to you the mortgage loan facility(ies) (the "Loan") in the amount specified below subject to the terms and conditions set out below.  
感謝你(們)選用本行的按揭服務。本行, 東亞銀行有限公司 (「本行」) 同意按照下列條款及細則, 為你(們)提供下述金額的樓宇按揭貸款 (「貸款」)。

1. Details of the Loan 貸款詳情

- |      |   |   |                        |
|------|---|---|------------------------|
| i)   | Loan Amount<br>貸款金額                           | HKD3,000,000.00<br>(港幣)   |                        |
| ii)  | Borrower(s)<br>借款人                            | CHAN KIN TAT  |                        |
| iii) | Mortgagor(s)<br>按揭人                           | CHAN KIN TAT  |                        |
| iv)  | Guarantor(s) (if applicable)<br>擔保人 (如適用)     | N/A   |                        |
| v)   | Property Address<br>物業地址                      | FLAT H ON 4/F GREENMONT COURT<br>(BLOCK 8) GREENVALE VILLAGE<br>DISCOVERY BAY CITY LANTAU ISLAND<br>NEW TERRITORIES<br>( <b>"Property"</b> )<br>( <b>「物業」</b> ) |                        |
| vi)  | Number of Instalments<br>供款期數                 | 360   |                        |
| vii) | Applicable Interest Rate (p.a.)<br>適用的利率 (年息) | Tier<br>階段  | Instalment No.<br>供款期數 |

Please read the above clauses carefully, particularly those clauses marked with a double asterisk (\*\*).  
請細閱上述條款, 並特別留意其中附有星號 (\*\*) 的項目。

Private & Confidential

私人密件

Date日期 : 17/08/2021  
Our Ref. 本函檔號 : 1000370044-001 3 1  
Page頁數 : 2 of 16

		1	1-360	1-month HIBOR +1.30000% 1個月香港銀行同業拆息 +1.30000% (Ceiling Rate: Prime Rate -2.75000%) (利率上限: 最優惠利率 -2.75000%)
		2	N/A 不適用	N/A 不適用
		3	N/A 不適用	N/A 不適用
vii)	Default Interest Rate (p.a) 逾期利率 (年息)	Prime Rate + 5% 最優惠利率 + 5%		
ix)	Cash Rebate 現金回贈	HKD 36,000.00 (港幣)		
x)	Instalment Frequency 供款週期	MONTHLY 每月		
xi)	Instalment Amount 每期供款額	Please refer to the repayment schedule provided to you from time to time 請參閱本行不時提供給你(們) 的還款表		
xii)	Charge/Mortgage (the "Mortgage") 押記/按揭 (「按揭」)	First Legal Charge / Mortgage 第一法定押記 / 按揭		
xiii)	Secured Amount 抵押金額	Unlimited 無限額抵押		
xiv)	Facilities 融資	General Banking Facilities 一般銀行融資		
xv)	Interest Calculation Basis 利息計算基礎	MONTHLY 每月		
xvi)	Full Prepayment Fee 提早償還全數貸款費用	Tier 階段	Instalment No. 供款期數	
		1	1-12	HKD 96,000.00 (港幣)
		2	13-24	HKD 48,000.00 (港幣)
		3	N/A	N/A

Please read the above clauses carefully, particularly those clauses marked with a double asterisk (\*\*).  
請細閱上述條款，並特別留意其中附有星號 (\*\*) 的項目。

Private & Confidential

私人密件

Date日期 : 17/08/2021  
Our Ref. 本函檔號 : 1000370044-001 3 1  
Page頁數 : 3 of 16

			不適用	不適用
xvii)	Partial Prepayment Fee 提早償還部分貸款費用	Tier 階段	Instalment No. 供款期數	
		1	1-12	1.0% of prepayment amount 提早還款金額的1.0% (Minimum fee: HKD 1,000.00) (最低費用: 港幣 1,000.00元)
		2	N/A 不適用	N/A 不適用
		3	N/A 不適用	N/A 不適用
xviii)	Availability Period for Loan Drawdown 提取貸款時限	Available till 17/10/2021 限期至		
xix)	Solicitors' Firm 代表律師行	EDDIE LEE & COMPANY		
xx)	Preferential Deposit Interest Rate under Deposit Linked Mortgage 存款掛鈎按揭優惠存款利率	N/A 不適用		
xxi)	Saving Deposit Limit for enjoying Preferential Deposit Rate under Deposit Linked Mortgage 可享存款掛鈎按揭優惠存款利率的 存款上限	N/A 不適用		
xxii)	Designated Account 指定賬戶	To be confirmed 有待確定		

Please read the above clauses carefully, particularly those clauses marked with a double asterisk (\*\*).  
請細閱上述條款，並特別留意其中附有星號（\*\*）的項目。

**\*\* 2. Facilities 融資**

As a condition precedent to the Bank making available to you as the Borrower(s) the Loan Amount (specified in item i of Clause 1 above) for drawdown, the Bank requires that:

作為提取本行向你(們)作為借款人提供的貸款金額(以上第1條第 i 項所指明)的先決條件, 本行要求:

- (a) your or the Mortgagor(s)' title to the Property (specified in item v of Clause 1 above) shall be approved by the Bank's approved Solicitors' Firm (specified in item xix of Clause 1 above);  
你(們)或按揭人的物業(以上第1條第 v 項所指明)業權須經本行認可的代表律師行(以上第1條第 xix 項所指明)核准;
- (b) you or the Mortgagor(s) shall execute the Bank's designated form of the Mortgage (specified in item xii of Clause 1 above) charging the Property in the Bank's favour for securing the Loan and other moneys in respect of the Facilities (specified in item xiv of Clause 1 above) you owe to the Bank to the extent of the Secured Amount (specified in item xiii of Clause 1 above);  
你(們)或按揭人須簽署本行指定格式的按揭(以上第1條第 xii 項所指明), 將物業押記予本行, 按揭將作為你(們)在本行授予你(們)的融資(以上第1條第 xiv 項所指明)下尚欠本行的貸款及其他款項的抵押品, 並以抵押金額(以上第1條第 xiii 項所指明)為上限;
- (c) you shall execute and provide all other requisite documents as required by the Bank; and  
你(們)須簽署及提供本行所要求的所有其他所需文件; 及
- (d) the Guarantor(s) (specified in item iv of Clause 1 above) shall execute the Bank's designated form of a guarantee (the "Guarantee") in the Bank's favour (if applicable).  
擔保人(以上第1條第 iv 項所指明)須簽署本行指定格式並以本行為受益人的擔保書(「擔保書」)(如適用)。

**\*\* 3. Interest Rate 利率**

- (a) Interest on the Loan will be charged at the Applicable Interest Rate or the Ceiling Rate (if applicable) (specified in item vii of Clause 1 above), whichever is lower, and will be subject to change from time to time at the Bank's discretion. Interest charged shall be calculated and payable according to the Interest Calculation Basis (specified in item xv of Clause 1 above)  
受限予本行不時所酌情的改變, 貸款利息將按適用的利率或利率上限(如適用)(以上第1條第 vii 項所指明)徵收, 兩者以較低者為準。貸款利息將以利息計算基礎(以上第1條第 xv 項所指明)計算及支付。
- (b) The "Prime Rate" means the Bank's Hong Kong Dollar Prime Rate as the Bank shall determine from time to time at its discretion.  
最優惠利率是指本行不時酌情決定的本行港元最優惠利率。
- (c) "1-month HIBOR" shall be determined by the Bank on the Loan drawdown day on which the banks in Hong Kong Special Administrative Region ("Hong Kong") are open for business (except Saturdays), in accordance with the following provisions:  
1個月香港銀行同業拆息將由本行於提取貸款當日根據下列條款釐定, 而該日為香港特別行政區(「香港」)銀行營業日(星期六除外):

Private & Confidential  
私人密件

Date日期 : 17/00/2021  
Our Ref. 本函檔號 : 1000370044-001 3 1  
Page頁數 : 5 of 16

- (i) the 1-month HIBOR refers to the 1-month Hong Kong Dollar Interest Settlement Rates published by the Hong Kong Association of Banks on the Reuters Screen HKABHIBOR Page (or such other successor page(s) or source(s) as determined by the Bank in good faith) at or about 11:00 a.m., Hong Kong time on the Loan drawdown day on which banks in Hong Kong are open for business (except Saturdays);  
1個月香港銀行同業拆息是指在提取貸款當日，而該日為香港銀行營業日(星期六除外)，由香港銀行公會於香港時間約上午11時經路透社螢幕HKABHIBOR頁面(或其後續之頁面或由本行真誠地決定之其他來源)所公佈之1個月港元利息結算利率;
- (ii) if a black rainstorm signal is issued or tropical cyclone warning signal No.8 or above is hoisted on a day on which banks in Hong Kong are open for business (except Saturdays) but is cancelled or lowered at or before 12:00 noon on the same day, the rate will be fixed with reference to the fixing rate published by the Hong Kong Association of Banks on the Reuters Screen HKABHIBOR Page (or such other successor page(s) or source(s) as determined by the Bank in good faith) at or about 2:30 p.m., Hong Kong time;  
如黑色暴雨警告信號或八號或以上熱帶氣旋警告信號在香港銀行營業日(星期六除外)發出或懸掛，但在同日中午12時或之前除下或取消，有關息率將以由香港銀行公會於香港時間約下午2時30分經路透社螢幕HKABHIBOR頁面(或其後續之頁面或由本行真誠地決定之其他來源)所公佈之利率釐定;
- (iii) if on a particular day the rate cannot be determined as provided by Clause 3(c)(i) or 3(c)(ii) above, the rate will be so determined as provided by Clause 3(c)(i) or 3(c)(ii) above on the next day on which banks in Hong Kong are open for business (except Saturdays).  
如當日有關息率未能按上述第 3(c)(i) 或 3(c)(ii) 條所訂定的方式釐定，有關息率將於下一個香港銀行營業日(除星期六外)按上述第 3(c)(i) 或 3(c)(ii) 條所訂定的方式釐定。
- (d) No drawdown is allowed on Saturdays  
貸款不可在星期六提取。

#### 4. Cash Rebate 現金回贈

Cash Rebate (specified in item ix of Clause 1 above) (if any) will be credited to your account maintained with the Bank which you have designated for repayment of the Loan, or will be given in such other ways at the Bank's discretion, after the drawdown of full amount of the Loan.

現金回贈 (以上第1條第 ix 項所指明) (如有) 會於整筆貸款提取後存入你(們)指定的本行供款戶口或由本行酌情決定以其他方式回贈。

#### \*\* 5. Repayment 還款

- (a) The Loan together with interest thereon at the present Applicable Interest Rate shall be repaid in accordance with the Number of Instalments (specified in item vi of Clause 1 above), the Instalment Frequency (specified in item x of Clause 1 above) and the Instalment Amount (specified in item xi of Clause 1 above). The Bank may, at its discretion, adjust the Number of Instalments, the Instalment Frequency and/or the Instalment Amount if the interest rate changes.

貸款連同以現時適用的利率計算的利息，將根據供款期數 (以上第1條第 vi 項所指明)、供款週期 (以上第1條第 x 項所指明) 及每期供款額 (以上第1條第 xi 項所指明) 償還。假如利率有變，本行可酌情決定調整供款期數、供款週期及/或每期供款額。

Please read the above clauses carefully, particularly those clauses marked with a double asterisk (\*\*).  
請細閱上述條款，並特別留意其中附有星號 (\*\*) 的項目。

- (b) For the avoidance of doubt, interest shall be calculated on the Interest Calculation Basis (specified in item xv of Clause 1 above) or on such other basis as the Bank shall determine for Loan redemption regardless of the Instalment Repayment Date.

為免生疑問，於償還貸款時，不論貸款之分期供款日為何日，利息將以利息計算基礎（以上第1條第 xv 項所指明），或以本行決定的其他方式計算。

- (c) Overdue instalment will be liable to a late charge. The late charges shall be calculated daily for any unpaid sum which is due per instalment at the Default Interest Rate (specified in item viii of Clause 1 above) or at such other rate as the Bank shall determine from time to time at its discretion plus a fixed charge of HKD400 for each overdue instalment or at such amount as the Bank shall determine from time to time at its discretion.

就逾期繳付的分期供款，本行將徵收遲繳罰款；該罰款將以逾期未付之分期供款的逾期利率（以上第1條第viii項所指明）或本行不時酌情釐定之其他利率，按每日逾期未繳之每期金額逐日計算，並另加就每期逾期還款港幣400元的定額罰款或本行不時酌情釐定之其他金額。

#### 6. Insurance 保險

- (a) The Property (after the issuance of the Occupation Permit) is required to be insured with an insurance company approved by the Bank or any other insurance company authorised by the Office of the Commissioner of Insurance of Hong Kong against fire and/or other risks subject to criteria as imposed by the Bank and at your / the Mortgagor(s)' cost and expenses. The relevant insurance policy denoting the Bank's interest as the mortgagee together with the premium receipt is to be kept by the Bank.

你(們) / 按揭人須(於入住許可證發出後)向經由本行認可的保險公司或其他由香港保險業監理處授權的保險公司，就火災及/或其他風險購買保險，而該保險須符合本行設定的準則及所有費用及支出由你(們) / 按揭人承擔。有關已註明本行作為承按人的權益之保單連同保費收據須由本行保存。

- (b) You / the Mortgagor(s) may choose to take out a property insurance policy, or to adopt the master insurance policy of the Property (where this exists and is acceptable to the Bank). The Bank may however require you / the Mortgagor(s) to take out insurance in addition to such master insurance policy under reasonable circumstances, and in doing so, the Bank shall provide the reason to you / the Mortgagor(s).

你(們) / 按揭人可選擇購買物業保險保單，或採用有關物業的總保險保單(若該總保險保單存在並為本行所接受)。然而，在合理情況下，本行可要求你(們) / 按揭人購買該總保險保單以外的額外保險，而若本行作出如此要求，會給予你(們) / 按揭人其理由。

- (c) If you / the Mortgagor(s) fail to arrange or pay for the above insurance, the Bank will insure the property on your / the Mortgagor(s)' behalf and debit the amount of insurance premium and the related handling fee to your account maintained with the Bank, or demand the same from you / the Mortgagor(s) at the Bank's discretion.

如你(們) / 按揭人未能安排購買保險或繳付上述保險費用，本行會代你(們) / 按揭人為物業投保並於你(們)在本行開立的戶口內扣除保費及相關的手續費，或本行會酌情要求你(們) / 按揭人繳付相關保費及手續費予本行。

Private & Confidential  
私人密件

Date日期 : 17/08/2021  
Our Ref. 本函檔號 : 1000370044-001 3 1  
Page頁數 : 7 of 16

**\*\* 7. Prepayment Fee 提早還款費用**

**(a) Full Prepayment Fee 提早全數還款費用**

A Full Prepayment Fee will be charged if the Loan is prepaid in full within the first 3 Tiers (specified in item xvi of Clause 1 above) after the date of Loan drawdown. Depending upon whether a full repayment is made within Tier 1, Tier 2 or Tier 3, the amount of the Full Repayment Fee is equal to the corresponding amount specified in item xvi of Clause 1 above. Notwithstanding the above, you may be charged a Full Prepayment Fee of such other amount as the Bank shall determine from time to time at its discretion and advise you in writing.

若貸款於提取日後於首3個階段 (以上第1條第 xvi 項所指明) 內提早全數償還, 本行將徵收提早全數還款費用。視乎提早全數償還貸款是在第1、第2 或第3 階段內發生, 相應的提早全數還款費用已指明在第1條第 xvi 項內。儘管有以上的規定, 本行亦可不時酌情決定並以書面通知你(們)徵收其他金額之提早全數還款費用。

**(b) Partial Prepayment Fee 提早部分還款費用**

A Partial Prepayment Fee will be charged if the Loan is partially prepaid within the first 3 Tiers (specified in item xvii of Clause 1 above) after the date of Loan drawdown. Depending upon whether a partial repayment is made within Tier 1, Tier 2 or Tier 3 and the amount of the partial repayment, the amount of the Partial Repayment Fee is equal to the corresponding amount specified in item xvii of Clause 1 above. Notwithstanding the above, you may be charged a Partial Prepayment Fee of such other amount as the Bank shall determine from time to time at its discretion and advise you in writing.

若貸款於提取日後於首3個階段 (以上第1條第 xvii 項所指明) 內提早部分償還, 本行將徵收提早部分還款費用。視乎提早部分償還貸款是在第1、第2 或第3 階段內發生及相關的提早部分還款金額, 相應的提早部分還款費用已指明在第1條第 xvii 項內。儘管有以上的規定, 本行亦可不時酌情決定並以書面通知你(們)徵收其他金額之提早部分還款費用。

**8. Cancellation Fee 取消費用**

A cancellation fee of HKD 5,000 or 0.15% of Loan Amount (whichever is higher) will be charged if you fail to drawdown the Loan within the Availability Period for Loan Drawdown (specified in item xviii of Clause 1 above) or on or before a later date as the Bank may determine at its absolute discretion, after your acceptance of this facility letter. The Bank is entitled, without prior notice, at any time to set off and transfer any moneys standing to the credit of any of your accounts or credit cards maintained with the Bank (whether in your own name or in joint names with other person(s)) against and towards settlement of the cancellation fee. The Bank shall notify you as soon as reasonably practicable after any such set-off and transfer.

簽署接納本貸款批核書後, 如你(們)未有在提取貸款時限 (以上第1條第 xviii 項所指明) 內提取貸款, 或在本行絕對酌情決定的一個較後日期或之前提取貸款, 本行會收取港幣5,000元或貸款金額的0.15%(以較高者為準)作為取消費用。本行毋須事前通知, 有權隨時將你(們)在本行開立的任何賬戶或信用卡(不論個人或與其他人士聯名)內的正數結餘的任何款項轉撥, 用作抵銷及支付你(們)所欠本行的取消費用。本行在行使上述權利後, 將在切實可行情況下儘快通知你(們)。

Please read the above clauses carefully, particularly those clauses marked with a double asterisk (\*\*).  
請細閱上述條款, 並特別留意其中附有星號 (\*\*) 的項目。

9. Legal Cost and Other expenses 法律費用及其他費用

All legal costs (including but not limited to the legal costs of the solicitors' firm(s)) and taxes, government charges, stamp duty payable and other expenses in connection with this facility letter, the Mortgage and all other necessary documents are to be borne by you.

你(們)須支付與本貸款批核書、按揭及一切其他所需文件有關的法律費用(包括但不限於有關律師行的法律費用)及稅項、政府費用、印花稅及其他費用等。

10. Other Terms and Conditions 其他條款及細則

- \*\* (a) Notwithstanding the foregoing arrangements, the Bank reserves its customary overriding right of withdrawal and immediate repayment on demand.  
儘管有前述的規定，本行保留根據本行慣常並凌駕一切的權利，撤銷貸款及要求你(們)即時按本行要求償還貸款。
- (b) The Loan will be subject to the terms and conditions relating to instalment loans, in particular those in the Second Schedule of the Mortgage.  
貸款將受限於有關分期貸款的條款及細則，尤其是按揭附件二內所載之有關條款及細則。
- (c) You have the right to obtain independent legal advice and may engage a separate solicitors' firm which may or may not be on the Bank's approved list to represent you. It is the Bank's policy to require separate legal representation or to employ only a solicitors' firm on the Bank's approved list to represent the Bank. If you would like the same solicitors' firm to represent you and the Bank in the transaction, the solicitors' firm you have chosen must be agreed by the Bank. In any case, if there are different solicitors' firms acting for you and for the Bank, you shall bear the legal costs of your solicitors as well as the Bank's solicitors. You should note that extra fees may be charged by the solicitors' firms including the costs for the additional work for each solicitors' firm in reviewing the other solicitors' firm's documentation or comments.  
你(們)有權利獲取獨立法律意見，及可另行委託律師行(不論其是否於本行之認可名單上)作為你(們)的法律代表。本行之政策是要求雙方分別聘用不同的法律代表或只聘用於本行之認可名單上之律師行作為本行之法律代表。如你(們)希望就此交易與本行委託同一律師行，該律師行必須為本行認可的。於任何情況下，如本行與你(們)分別委託不同的律師行作為法律代表，你(們)須承擔你(們)的律師及本行所委託的律師的法律費用。你(們)應注意律師行可能會收取額外費用，當中包括一間律師行於審閱由另一律師行準備之文件及意見時引致的額外工作之費用。
- (d) The Loan must be drawn within the Availability Period for Loan Drawdown or on or before a later date as the Bank may determine at its absolute discretion, otherwise the Bank's commitment to advance the Loan will cease.  
貸款必須在提取貸款時限內提取，或在本行絕對酌情決定的一個較後日期或之前提取，否則本行給予貸款的承諾將告終止。



Private & Confidential

私人密件

Date日期 : 17/08/2021  
Our Ref. 本函檔號 : 1000370044-001 3 1  
Page頁數 : 9 of 16

- (e) Each of you agrees, authorises and acknowledges that the Bank may collect your personal data from you, other institutions and other persons from time to time, and that all of your personal data collected by the Bank may be used for the purpose(s) and also disclosed or transferred to the classes of person(s) more particularly stated in the Bank's notice(s) relating to Personal Data Privacy Ordinance (Cap.486, Laws of Hong Kong) (as updated or varied by the Bank from time to time), which are made available by the Bank to you from time to time. You may make requests for access to your personal data or correction of your personal data or for information relating to policies and practices and kinds of personal data held by the Bank by contacting the Bank's Group Data Protection Officer.  
你(們)各人同意、授權及確認本行可不時向你(們)、其他團體及其他人士收集你(們)的個人資料，以及本行就有關《個人資料(私隱)條例》(香港法例第486章)不時提供予你(們)的通知(不時經本行作出最新修訂或更改)所列出的目的使用你(們)的個人資料及向該通知所述的人士類別披露或轉移你(們)的個人資料。你(們)可向本行的集團資料保障主任要求查閱或更正你(們)的個人資料或提出獲取有關政策、慣例及本行所持有的個人資料類別的資訊的要求。
- (f) Each of you agrees that the Bank may disclose your personal and credit information (including any credit reports) to credit reference agencies subject to the applicable restrictions set out in the Code of Practice on Consumer Credit Data and assign or transfer to the Bank's successors and/or assigns such information obtained.  
你(們)各人同意，在符合個人信貸資料實務守則的規定下，本行可披露你(們)的個人及信貸資料(包括任何信貸報告)予信貸資料服務機構，及轉讓或轉移該等資料予本行的繼任人及/或承讓人。
- \*\* (g) Each of you agrees that the Bank may appoint and employ third party debt collection agencies to demand and/or collect any outstanding moneys you owe the Bank but have not been paid. All reasonable costs and expenses of the third party debt collection agencies and / or reasonable costs incurred by the Bank shall be payable by you in full upon demand.  
你(們)各人同意本行可委任及聘請第三者作為追討欠款代理，向你(們)追討及/或收取任何你(們)未支付予本行之欠款；而你(們)須按本行要求即時全數支付當中所招致的一切第三者追討欠款代理的合理費用和開支及/或本行因而負上的合理費用。
- \*\* (h) In addition to any general right of set-off or other rights conferred by law or under any other agreement, the Bank is entitled, without prior notice, at any time to set off and transfer any moneys standing (including but not limited to fire and/or other risks insurance premium and relevant valuation fee, and/or any charges the Bank paid or prepaid on your behalf and any relevant charges etc.) to the credit of any of your accounts maintained with the Bank (whether in your own name or in joint names with other person(s)) against and towards settlement of any amount you owe to the Bank. The Bank shall notify you as soon as reasonably practicable after any such set-off and transfer.  
除了任何一般抵銷權或法例或其他協議所賦予的權利之外，本行毋須事前通知，有權隨時將你(們)在本行開立的任何賬戶(不論個人或與其他人士聯名)內的正數結餘的任何款項轉撥，用以抵銷及償還你(們)所欠本行的任何款項(包括但不限於火險及/或其他風險保費及有關的估價費用，及/或由本行代你(們)支付及/或預支的費用及任何相關的費用等)。本行在行使上述權利後，將在切實可行情況下儘快通知你(們)。

Please read the above clauses carefully, particularly those clauses marked with a double asterisk (\*\*).  
請細閱上述條款，並特別留意其中附有星號(\*\*)的項目。

- \*\* (i) Where there is more than one Borrower and/or Mortgagor, the liabilities and obligations of the Borrowers and/or the Mortgagors in connection with the Loan shall be joint and several. This means that each of you as the Borrowers and/or the Mortgagors can be held fully responsible for the liabilities herein and must comply with the obligations contained in this facility letter even if the terms and conditions of this facility letter cannot be enforced against the other(s) of you. It also means that the Bank is entitled to enforce the Bank's rights under this facility letter against or discharge/reach an agreement with any of you alone, without affecting the Bank's rights against the other(s) of you.  
如借款人及/或按揭人超過一位，則該等借款人及/或按揭人須共同及各別地承擔有關貸款的債務及責任。意思是你們作為借款人及/或按揭人當中每一位須就本貸款批核書內所載的債務負上全責及履行本貸款批核書所載之責任，即使本行不能針對你們當中任何另一位強制執行本貸款批核書中的條款及細則。本行亦有權針對你們當中任何一位強制執行本行在本貸款批核書所載的權利，或解除你們當中任何一位的責任或與你們當中任何一位達成協議，而本行行使上述權利並不會影響本行針對你們當中其餘各位的權利。
- (j) Please note that the Loan is secured on the Property and any event of default may result in the Bank's taking possession of and selling the Property. The Bank can claim and recover from you and/or the Mortgagor(s) any shortfall between the amount owing under the Mortgage and this facility letter and any amount the Bank may receive from the sale of the mortgaged Property.  
請注意，貸款是以物業作抵押。如有任何違約事項發生，則本行可以接管及出售物業。本行亦可向你(們)及/或按揭人索及追討在按揭及本貸款批核書下的欠款與本行可從出售按揭物業所收取的任何款項之間的差額。
- (k) In case the Loan is secured by Guarantee or security provided by the other parties, you hereby consent to the Bank's providing to any Guarantor(s) or provider(s) of security in respect of any loan(s) or credit facility extended to you the following:  
如貸款是以第三者所提供的擔保書或抵押作抵押，你(們)同意本行可向任何就本行向你(們)提供之任何貸款或信貸安排的擔保人或提供抵押的人士提供下列文件：
- (1) a copy of the facility letter(s) and the contract evidencing the obligations to be guaranteed or secured or a summary thereof;  
貸款批核書及載有擔保或抵押責任的合約副本或摘要，以示所擔保或抵押的義務；
  - (2) a copy of any formal demand for overdue payment which is sent to you after you have failed to settle an overdue amount following a customary reminder; and  
在發出一般催促還款通知書後，如你(們)未能清還逾期款項，本行發給你(們)任何有關逾期還款的正式付款要求副本；及
  - (3) from time to time on request by the Guarantor(s) or provider(s) of security, a copy of the latest statement of account provided to you.  
在擔保人或提供抵押的人士不時提出要求下，本行發給你(們)最新的結單副本。

Private & Confidential  
私人密件

Date日期 : 17/08/2021  
Our Ref. 本函檔號 : 1000370044-001 3 1  
Page頁數 : 11 of 16

- (l) The terms and conditions set out in this facility letter are subject to revision at the Bank's discretion if the Property is leased out or further charged. All tenancies, leases or further mortgages or charges or agreements or licences in respect of the Property or any part thereof to be entered into will be subject to the Bank's prior written consent.  
若物業被租出或進一步抵押，本行可酌情決定更改本貸款批核書的條款及細則。所有涉及物業或其任何部份的租賃、租契或進一步按揭或押記或協議或許可，均受限於本行預先給予的書面同意，方可訂立。
- (m) Unless expressly provided to the contrary in this facility letter, a person who is not a party to the facility letter has no right under the Contracts (Rights of Third Parties) Ordinance (Cap.623, Laws of Hong Kong) to enforce or enjoy the benefit of any term of this facility letter. Provided that the Bank's successor(s) and assign(s) may each in its own right enforce any term of this facility letter and the servants, agents, employees and contractors of the Bank and the Bank's successor(s) and assign(s) may, by virtue of the Contracts (Rights of Third Parties) Ordinance, enforce any term of this facility letter for their benefit. Notwithstanding any other term of this facility letter, the consent or agreement of any third party is not required for rescission or variation of this facility letter.  
除非本貸款批核書另有明確規定，並非本貸款批核書的一方無權根據《合約(第三者權利)條例》(香港法例第623章) 強制執行本貸款批核書的任何條款，或享有本貸款批核書任何條款下的權益。但本行的繼承人和受讓人各自有權強制執行本貸款批核書的任何條款，而本行及其繼承人和受讓人的員工、代理人、僱員和承包商可以根據《合約(第三者權利)條例》為其權益強制執行本貸款批核書的任何條款。儘管本貸款批核書有任何其他條款的規定，本貸款批核書的撤銷或更改並不需任何第三方的同意或協議。
- (n) You and, where applicable, the Mortgagor(s), agree that the Bank may assign or transfer, or agree to assign or transfer this facility letter, or any of the Bank's rights or obligations under it, to any person at any time. But neither you, the Mortgagor(s) nor the Guarantor(s) may assign or transfer, or agree to assign or transfer this facility letter, or any of your / their respective rights or obligations under it, to any person at any time.  
你(們)及按揭人(如適用)同意本行可以在任何時間轉讓或轉移、或同意轉讓或轉移本貸款批核書或本行其下的任何權利或義務予任何人士。但你(們)、按揭人及擔保人在任何時間均不能轉讓或轉移、或同意轉讓或轉移本貸款批核書或其下各自的任何權利或義務予任何人士。
- (o) If at any time any provision of this facility letter is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity and enforceability of such provision under the law of any other jurisdiction, and of the remaining provisions of this facility letter, shall in no way be affected or impaired thereby.  
如在任何時候，本貸款批核書之任何條款在任何司法管轄區的法律下在任何方面是非法、無效或不可執行的，該條款在任何其他司法管轄區的法律下之合法性、有效性和可執行性，及本貸款批核書的其他條款之合法性、有效性和可執行性，將不會以任何方式受到影響或削弱。
- (p) In the event of any discrepancy between the provisions of this facility letter and the provisions of the Mortgage, the provisions of the Mortgage shall apply and prevail, provided, however, that any term relating to the variation of the interest rate in the Mortgage will be subject to the provisions herein mentioned.  
如本貸款批核書之條款與按揭之條款有任何歧義，概以按揭之條款為準，惟任何按揭下關於利息改變的條款受限於本貸款批核書的相關條款。

Please read the above clauses carefully, particularly those clauses marked with a double asterisk (\*\*).  
請細閱上述條款，並特別留意其中附有星號 (\*\*) 的項目。

- (q) This facility letter shall be governed by and construed in accordance with the laws of Hong Kong and you irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.  
本貸款批核書受香港法律管轄並按其法律解釋，你(們)現作出不可撤銷之承諾同意接受香港法院的非專屬司法管轄。
- (r) The Chinese version is for reference only. In case of any discrepancies between the English version and Chinese version, the English version shall prevail.  
中文版本僅作參考之用。中英文版本如有任何歧義，概以英文版本為準。

11. Deposit Linked Mortgage (if applicable) 存款掛鉤按揭(如適用)

The following terms and conditions apply only where you are entitled to Deposit Linked Mortgage.  
以下條款及細則只適用於享有存款掛鉤按揭(「存款掛鉤按揭」)的客戶。

- (a) Preferential Deposit Interest Rate under Deposit Linked Mortgage  
存款掛鉤按揭優惠存款利率

The rate of the Preferential Deposit Interest Rate is specified in item xx of Clause 1 above.  
優惠存款利率已指明在以上第1條第 xx 項。

- (b) Saving Deposit Limit for enjoying Preferential Deposit Rate under Deposit Linked Mortgage  
存款掛鉤按揭可享優惠存款利率的存款上限  
The amount of the Saving Deposit Limit for enjoying Preferential Deposit Rate under Deposit Linked Mortgage is specified in item xxi of Clause 1 above. Any portion of the deposit exceeding the Saving Deposit Limit will be given interest at the rate of the related savings account as quoted by the Bank from time to time.  
存款掛鉤按揭可享優惠存款利率的存款上限金額已指明在以上第1條第 xxi 項，任何多於該存款上限的存款部分將享有本行不時提供之相關儲蓄賬戶的存款利率。

- (c) The Preferential Deposit Interest Rate only applies to the Hong Kong dollars deposit in the Bank's Hong Kong Dollar Savings Account or Savings Account of All-in-one account designated by you and agreed by the Bank (the "Designated Account") as specified in item xxii of Clause 1 above. The Designated Account must be the direct debit authorization account for repayment of the Deposit Linked Mortgage Loan ("DLM Loan"). The Designated Account holder must be one or more of the Borrower(s). The Designated Account held by the Mortgagor(s) or the Guarantor(s) will not be accepted. (in case the Borrower is a shell company, the Designated Account holder must be under the name of the shell company or one or more of the Guarantor(s)).  
優惠存款利率只適用於你(們)所指定及以上第1條第 xxii 項所指明並獲本行接納的本行港幣儲蓄賬戶或綜合戶口內的港幣儲蓄賬戶(「指定賬戶」)。指定賬戶必須為存款掛鉤按揭貸款(「存款掛鉤按揭貸款」)的自動轉賬供款賬戶。指定賬戶的持有人必須為其中一位或多位借款人，本行並不接受按揭人或擔保人持有的指定賬戶(如借款人為空殼公司，指定賬戶的持有人必須為該空殼公司或其中一位或多位擔保人)。

Private & Confidential  
私人密件

Date日期 : 17/08/2021  
Our Ref. 本函檔號 : 1000370044-001 3 1  
Page頁數 : 13 of 16

- (d) You are entitled to enjoy the Preferential Deposit Interest Rate (specified in item xx of Clause 1 above) if you are a current holder of a valid Designated Account, and you are able to submit a copy of a duly signed Deposit Linked Mortgage Confirmation Letter to the Bank at least 5 working days prior to the Loan drawdown day. The Preferential Deposit Interest Rate will be effective from the successful drawdown of your Loan and your Deposit Linked Mortgage being successfully set up.  
你(們)須於提取貸款當日最少5個工作天前持有有效的指定賬戶及向本行提交已簽署的存款掛鈎按揭確認信，方可享有優惠存款利率(以上第1條第xx項所指明)。優惠存款利率將於你(們)成功提取有關貸款及存款掛鈎按揭貸款成功設立起生效。
- (e) One DLM Loan shall only be linked with one Designated Account. One Designated Account may be linked with more than one DLM Loan subject to the approval of the Bank. For the latter case, (i) the DLM Loan with highest interest rate shall first be applied to determine the first tier Saving Deposit Limit with the corresponding Preferential Deposit Interest Rate in a Designated Account and (ii) the DLM Loan with second highest interest rate shall then be applied to determine the second tier Saving Deposit Limit with the corresponding Preferential Deposit Interest Rate in the same Designated Account, and so on.  
一個存款掛鈎按揭貸款只可與一個指定賬戶掛鈎。如獲本行批核，一個指定賬戶可與多於一個存款掛鈎按揭貸款掛鈎。如屬後者，按揭利率最高的存款掛鈎按揭貸款會首先用於釐定第一層的存款上限及相應的優惠存款利率；按揭利率第二高的存款掛鈎按揭貸款會用於釐定第二層的存款上限及相應的優惠存款利率，如此類推。
- (f) Deposit interest of a Designated Account will be credited to the Designated Account in two portions: 1) First portion - Deposit interest calculated at the rate as quoted by the Bank from time to time for the related savings account ("Normal Saving Rate") and credited on the date according to terms and conditions of the related savings account; and 2) Second portion - Additional deposit interest calculated at the rate equivalent to the Preferential Deposit Interest Rate less the Normal Saving Rate and credited on the date on the 3rd working day of the following month for the additional deposit interest of the previous month.  
存款利息會分兩部份存入指定賬戶：1) 第一部份—以本行不時所提供之相關儲蓄賬戶的存款利率(「正常存款利率」)所計算的存款利息，並將根據有關儲蓄賬戶的條款細則所定的日子存入賬戶；及2) 第二部份—相等於優惠存款利率減去正常存款利率所計算的額外存款利息，並將於下一個月的第三個工作天存入指定賬戶。
- (g) For the sake of determining the deposit interest in a Designated Account, the information and details including but not limited to the outstanding principal of the Loan, the interest rate of the Loan, the Saving Deposit Limit, and the balance of the Designated Account shall refer to the records kept in the Bank's computer system, which shall be conclusive evidence.  
釐定指定賬戶的存款利率的資料，包括但不限於相關貸款本金餘額，按揭利率，存款上限及指定賬戶結餘將根據本行電腦系統的記錄為準。

Please read the above clauses carefully, particularly those clauses marked with a double asterisk (\*\*).  
請細閱上述條款，並特別留意其中附有星號(\*\*)的項目。

(h) Termination of Preferential Deposit Interest Rate 終止優惠存款利率

You will no longer be entitled to Preferential Deposit Interest Rate if:  
如以下事項發生, 你(們) 將不再享有優惠存款利率:

- (i) You have overdue in mortgage payment and outstanding payment has not been settled in full; or  
你(們)曾逾期還款而未償還所有逾期的按揭欠款; 或
- (ii) The Designated Account is terminated or cancelled\*; or  
指定賬戶已經終止或取消\*; 或
- (iii) The Loan has been fully repaid.  
你(們)已全數償還貸款金額。
- (iv) You have created or agreed to create or permitted to arise or exist any charge over all or any part of the Property (except the Charge in favour of the Bank) or a second legal charge/further charge/mortgage/loan agreement is lodged for registration or is registered in the land registry against the Property without the prior written consent of the Bank.  
未經本行書面同意, 你(們)已就物業創立、同意創立或准許物業的全部或任何部分產生或存有任何押記(與本行訂立的押記除外)或於土地註冊處就物業存有已提交註冊或已註冊的第二法定押記/進一步押記/按揭/貸款協議。

\* For the avoidance of doubt, if a Designated Account is terminated or cancelled after the 3<sup>rd</sup> working day of a month, you will be entitled to the additional deposit interest (as mentioned in Clause 11(f) above) calculated up to the last day of the month preceding the month in which the Designated Account is terminated or cancelled. However, if a Designated Account is terminated or cancelled on or before the 3<sup>rd</sup> working day of a month, the additional deposit interest (as mentioned in Clause 11(f) above) to which you are entitled will only be calculated up to the last day of the 2<sup>nd</sup> month preceding the month in which the Designated Account is terminated or cancelled.

\*為免生疑問, 如指定賬戶在一個月的第三個工作天之後終止或取消, 你(們)可享有的額外存款利息(以上第11(f)條所述)將計算至終止或取消指定賬戶前一個月的最後一天。但如指定賬戶在一個月的第三個工作天或之前終止或取消, 你(們)可享有的額外存款利息(以上第11(f)條所述)只計算至終止或取消指定賬戶前第二個月的最後一天為止。

- (i) Deposit Linked Mortgage is not applicable to PanAsian SuperFirst Mortgage Financing Program, Reverse Mortgage Program, Hospital Authority Home Loan Interest Subsidy Scheme (HLISS), Hospital Authority Downpayment Loan Scheme, Bridging Loan, Standalone Car Parking Space and Non-Residential Property.

存款掛鈎按揭不適用於宏亞SuperFirst按揭計劃、安老按揭計劃、醫院管理局購屋貸款利息津貼計劃(HLISS)、醫院管理局首期貸款計劃、樓換樓按揭計劃、獨立車位及工商物業。

- (j) The Bank reserves the right to vary or cancel any or all of the offers under the Deposit Linked Mortgage and/or amend or alter the Terms and Conditions for Deposit Linked Mortgage at any time with appropriate notice. In the event of any dispute, the decision of the Bank shall be final and conclusive.

本行保留隨時更改或取消存款掛鈎按揭下之任何或全部優惠及/或修改或修訂存款掛鈎按揭的條款及細則之權利, 惟本行須給予你(們)適當通知。如有任何爭議, 本行所作的決定為最終及確實的。

Private & Confidential  
私人密件

Date日期 : 17/08/2021  
Our Ref. 本函檔號 : 1000370044-001 3 1  
Page頁數 : 15 of 16

Notwithstanding the terms and conditions set out above, if your repayment period exceeds the expiry of Government Lease term of the land lot where the Property is erected (the "Lease Term"), you shall fully repay to the Bank any and all outstanding sums (including but not limited to the outstanding principal of the Loan and accrued interest) on or before the expiry date of the Lease Term unless the Government of Hong Kong agrees to an extension of the Lease Term, a re-grant or new grant of the said lot of the Property, and unless all the relevant documents have been completed in form and substance to the Bank's satisfaction on or before the expiry of the Lease Term.

儘管有上述的條款及細則的規定，如你(們)的還款期超越物業所在地段的政府土地契約批租期(「批租期」)的屆滿日，你(們)須於批租期的屆滿日或之前全數償還尚欠本行之所有及任何款項(包括但不限於未償還的貸款本金餘額及利息)。除非香港政府同意延長有關批租期、重批或新批物業的地段，及除非所有相關文件之形式與內容皆符合本行的要求及已經於批租期的屆滿日或之前辦妥，則作別論。

Please read carefully the terms and conditions set out above before you sign this facility letter. You are / each of you is advised to seek separate independent legal advice from solicitors of your own choice, although extra costs may be incurred in seeking such independent legal advice, to ensure that you / each of you understand the terms and conditions set out above, and understand the commitment and full consequences of signing this facility letter and any security documents including not limited to the Mortgage to be executed by you / each of you. Please confirm your acceptance of the terms and conditions set out above and your agreement to observe and be bound by them by signing and returning the attached copy of this facility letter to the Bank within [30] days from the date of this facility letter, failing which this offer will automatically lapse. 在簽署本貸款批核書之前，請仔細閱讀上述的條款及細則。雖然可能會產生額外的法律費用，但本行建議你(們)各自向自己選擇的律師尋求獨立的法律意見，以確保你(們)均明白上述的條款及細則，並了解簽署本貸款批核書及你(們)即將簽署的任何抵押文件(包括但不限於按揭)的承諾及全部後果。請在本貸款批核書的日期起計[30]日內簽署及交回隨本貸款批核書附上的副本予本行，以示你(們)確認接受並同意遵守上述的條款及細則，並受其約束，否則本貸款批核書要約會自動失效。

Yours faithfully,  
For and on behalf of  
The Bank of East Asia, Limited  
東亞銀行有限公司 謹啓

\_\_\_\_\_  
Authorised Signature(s)  
授權代表簽署

Please read the above clauses carefully, particularly those clauses marked with a double asterisk (\*\*).  
請細閱上述條款，並特別留意其中附有星號(\*\*)的項目。

---

Private & Confidential

私人密件

Date日期 : 17/08/2021  
Our Ref. 本函檔號 : 1000370044-001 3 1  
Page頁數 : 16 of 16

[I / We have read, understood and confirmed my / our acceptance of and my / our agreement to observe and be bound by the terms and conditions set out in this facility letter and hereby request the Bank to advance to me / us the Loan Amount by paying the same to the Solicitors' Firm or such other person(s) as the Solicitor's Firm may direct for my / our account. I / We confirm that I / we have obtained independent legal advice or have, in my/our discretion, knowingly and willingly elected not to do so. 本人/吾等確認本人/吾等已經閱讀、明白並確認接受並同意遵守本貸款批核書所列明的條款及細則，並受其約束，現懇請貴行向本人/吾等墊付貸款金額，將上述款項交付予代表本人/吾等的律師行或該代表律師行所指明的其他人士。本人/吾等確認，本人/吾等已經獲得獨立的法律意見，或有意及自願行使本人/吾等之酌情權，選擇不這樣做。]

---

Borrower(s) CHAN KIN TAT

貸款人(等)

HKID / BR No. Z8540323

身份證/商業登記號碼

Date

日期

in the presence of:

在下列人士面前:

---

Please read the above clauses carefully, particularly those clauses marked with a double asterisk (\*\*).  
請細閱上述條款，並特別留意其中附有星號（\*\*）的項目。