

Schedules for Payment Arrangements for Property Transactions (“PAPT”)

Note:

Currently, there are three different schedules available, one for each specific refinancing scenario adopting PAPT.

This document has set out all three schedules, and you should refer to the provisions for refinancing as set out in the relevant schedule.

You may contact our Home Advice Specialists or DBS Mortgage Direct Hotline at 2961 2288 for assistance if needed.

**SCHEDULE
PAYMENT ARRANGEMENTS FOR PROPERTY TRANSACTIONS
PROVISIONS FOR REFINANCING**

This Schedule 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

1.1 Definitions in this Schedule

"**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 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:

- (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 DBS Bank (Hong Kong) Limited (the "Bank", which expression shall include its successors and assigns) 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.

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

(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
PAYMENT ARRANGEMENTS FOR PROPERTY TRANSACTIONS
PROVISIONS FOR REFINANCING**

This Schedule 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

1.1 Definitions in this Schedule

"**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 DBS Bank (Hong Kong) Limited (the "Bank", which expression shall include its successors and assigns), 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.

- 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.
- 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
 - (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
PAYMENT ARRANGEMENTS FOR PROPERTY TRANSACTIONS
PROVISIONS FOR REFINANCING**

This Schedule 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

1.1 Definitions in this Schedule

"**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.

- 3.2 Subject to the conditions set out in this Facility Letter, DBS Bank (Hong Kong) Limited (the "Bank", which expression shall include its successors and assigns) 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.
- 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
 - (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.