

# Key Facts Statement (KFS) for Residential Mortgage Loan

Residential Mortgage

Chong Hing Bank Limited (the “Bank”)

August 2018

This product is a residential mortgage loan.

This KFS provides you with indicative information about interest, fees and charges of this product but please refer to our facility letter for the final terms of your residential mortgage loan.

## Interest Rates and Interest Charges

### Annualised Interest Rate<sup>1</sup>

For a loan amount of HK\$3 million:

Loan Tenor <sup>2</sup>	30 years	30 years
Type of Plan	Prime Rate Plan	Mortgage One Plan
Range of annualized interest rates based on the Chong Hing Bank Ltd's Hong Kong Dollars Prime Rate (BLR)	P-2% to P-3%	P-2% to P-3%

Loan Tenor <sup>2</sup>	30 years
Type of Plan	HIBOR Plan
Range of Annualized interest rates based on Chong Hing Bank Ltd's HIBOR	1 month or 3 month HIBOR+3% to 1 month or 3 month HIBOR+1.7%, or Cap at P-2% to P-2.9% whichever is lower

### Annualised Overdue / Default Interest Rate

10% p.a. above the contract rate as the Bank may charge from time to time.

If any Liabilities are not paid when due or on demand, or any amount in excess of any loan limit is drawn, the Bank shall be entitled to charge default interest on such unpaid Liabilities or excess amount at the Default Rate and in such manner as it may determine in its absolute discretion. Such default interest will be payable by the Borrower both before and after judgment and may be compounded at monthly or other intervals as the Bank may determine in its absolute discretion. No minimum amount of default interest will be applied<sup>7</sup>.

## Monthly Repayment Amount

### Monthly Repayment Amount<sup>3</sup>

For a loan amount of HK\$3 million:

Loan Tenor <sup>2</sup>	30 years	30 years
Type of Plan	Prime Rate Plan	Mortgage One Plan
Monthly repayment amount for the annualized interest rate based on the Chong Hing Bank Ltd's Prime rate (BLR) above	HK\$ 13,061 to HK\$ 11,470	HK\$13,061 to HK\$11,470

Loan Tenor <sup>2</sup>	30 years
Type of Plan	HIBOR Plan*
Monthly repayment amount for the annualized interest rate based on Chong Hing Bank Ltd's HIBOR above	HK\$ 13,044 to HK\$ 11,002

\*Assume HIBOR is at 0.24%

Fees and Charges	
<b>Handling Fee<sup>4</sup></b>	HK\$2,000 will be charged as commitment fee upon acceptance of our facility letter. After full drawing made under the loan and compliance of the legal and other formalities to the Bank's satisfaction, the commitment fee received by the Bank will be refunded to the Borrower without interest by crediting his/their account maintained with the Bank.
<b>Late Payment Fee and Charge<sup>5</sup></b>	HK\$400 per instalment of late payment
<b>Prepayment / Early Settlement / Redemption Fee<sup>6</sup></b>	<p>1% of the original Loan Amount is payable, if prepayment in full or in part is made within the initial 1 year after drawdown. Prepayment will be allowed subject to the Borrower giving the Bank not less than one month's prior written notice. If the prior written notice is not given, one month's extra interest at the then applicable Interest Rate will be charged on the amount to be prepaid in lieu of such written notice. Each prepayment is subject to the Bank's fees and charges that from time to time apply. These are shown in the Bank's charges schedule, copies and details of which are attached.</p> <p>1. Prime Rate Plan / Mortgage One Plan:</p> <p>(a) For a loan with interest calculated on the basis of Chong Hing Bank Ltd's BLR, the date of prepayment must fall on an Instalment Payment Date. If the prepayment takes place on a date other than the Instalment Payment Date, interest shall be calculated up to and including the upcoming Instalment Payment Date.</p> <p>(b) Refund of cash reward (if any) paid by Chong Hing Bank Ltd upon the grant of the original loan is required according to the following basis:</p> <ul style="list-style-type: none"> <li>• refund of 100% of cash reward if prepayment in full or in part is made within the initial 2 years after drawdown of the original loan.</li> </ul> <p>2. HIBOR Plan:</p> <p>(a) For a loan with interest calculated on the basis of Chong Hing Bank Ltd's HIBOR, the date of prepayment must fall on the last day of an interest period. If the prepayment takes place on a date other than the last day of an interest period, interest shall be calculated up to and including the interest period end date.</p> <p>(b) Refund of cash reward (if any) paid by Chong Hing Bank Ltd upon the grant of the original loan is required according to the following basis:</p> <ul style="list-style-type: none"> <li>• refund of 100% of cash reward if prepayment in full or in part is made within the initial 2 years after drawdown of the original loan.</li> <li>• refund of 50% of cash reward if prepayment in full or in part is made within 3<sup>rd</sup> year after drawdown of the original loan.</li> </ul> <p>3. HK\$1,000 will be charged as handling fee per prepayment and this amount is subject to change. Please refer to the Bank's charges schedule, copies and details of which are attached.</p>
Additional Information	
<b>1. Interest Calculation</b>	
<p>(a) For Monthly Instalment – Interest shall be charged monthly in arrears and calculated on the basis of the actual number of days elapsed and a 365-day year.</p> <p>(b) For Fortnightly Instalment – Interest shall be charged fortnightly in arrears and calculated on the basis of the actual number of days elapsed and a 365-day year.</p> <p>(c) "HIBOR" is Chong Hing Bank Ltd's Hong Kong Interbank Offered Rate.</p>	

(d) "P" is Chong Hing Bank Ltd's Hong Kong Dollars Prime Rate.

## **2. Rate Change Option**

- (a) For Fixed Loan Tenor – The amounts of the periodic instalments are subject to variations determined by the Bank from time to time in accordance with fluctuations in the applicable interest rate(s).
- (b) For Fixed Instalment Amount – The length of the loan tenor is subject to variations determined by the Bank from time to time in accordance with fluctuations in the applicable interest rate(s). Notwithstanding anything aforesaid, the loan tenor shall in no circumstances exceed 65 years less the age of the Property as of the time of the drawdown and is subject to a maximum tenor of 30 years from drawdown ("Tenor Length Restriction"). For the purpose of compliance with the Tenor Length Restriction, the amounts of the periodic instalments are subject to variations determined by the Bank from time to time in accordance with fluctuations in the applicable interest rate(s).

## **3. Repayment**

- (a) For Monthly Instalment – the first instalment due shall be paid on the date falling one calendar month after the drawdown date and all subsequent instalments shall be paid on the corresponding day of each and every succeeding calendar month thereafter.
- (b) For Fortnightly Instalment – the first instalment due shall be paid on the date falling fourteen calendar days after the drawdown date and all subsequent instalments shall be paid on the last day of each and every succeeding fortnight thereafter.

## **4. Bank Service Charge**

A loan is subject to the Bank's fees and charges that from time to time apply. These are shown in the Bank's charges schedule, copies and details of which are attached.

## **5. Commissions, Fees and Charges**

- (a) The Borrower shall pay to the Bank on demand commissions, fees and charges in connection with a loan or any banking service at such rates as reasonably determined by the Bank and in such manner as the Bank may in its absolute discretion determine. The Bank shall make details of applicable commissions, fees and charges readily available to the Borrower and advise the Borrower of the same on request.
- (b) Unless otherwise agreed by the Bank or provided in a facility letter, the Borrower shall on demand reimburse the Bank for, and indemnify the Bank against, all reasonable costs and expenses (including legal costs and expenses) which the Bank may incur in connection with the negotiation, preparation, filing and registration of a facility letter and any security documents and other agreements and documents entered into in connection with a loan or the performance, perfection or enforcement of the facility letter, such security documents or other agreements or documents (or any attempt to do so). Such costs and expenses actually incurred by the Bank shall be fully payable notwithstanding that the Borrower's application for the relevant loan is not accepted or such loan, or its application, is subsequently cancelled, modified or withdrawn for any reason.
- (c) If a loan is prepaid (whether in full or in part), the Borrower shall on demand reimburse the Bank for, and indemnify the Bank against, all costs reasonably incurred by the Bank as a result of such prepayment. Such costs shall include all costs (including break costs), expenses, liabilities and expenses incurred or suffered by the Bank in cancelling, terminating and/or unwinding any arrangements effected by the Bank to secure funding of such loan.

## **6. Prepayments**

- (a) If the Bank permits prepayment of a loan, the loan may be prepaid in whole or in part subject to such minimum prepayment amount as the Bank may determine from time to time, together with accrued interest and other amounts outstanding at the relevant time. Unless the Bank otherwise agrees or otherwise provided in a facility letter or other agreement between the Bank and the Borrower, the Borrower must give at least one month's written notice of the prepayment. Please see "Fees and Charges" section in this KFS for further details of the prepayment date and calculation of interest for a loan with interest calculated on the basis of BLR or HIBOR respectively.
- (b) Unless the Bank otherwise agrees, if a residential mortgage loan is prepaid, (i) amounts prepaid shall be applied in or towards repayment of any periodic instalments in reverse order of their maturity if the number of instalments is to be reduced and (ii) the amounts prepaid shall not be available for reborrowing.
- (c) The Borrower shall pay to the Bank on demand such prepayment fees and/or administration fees as the Bank may reasonably determine from time to time. Please see "Fees and Charges" section in this KFS.

## **7. Payments**

- (a) All payments by the Borrower are to be made to the Bank before 4:00 p.m. on their due dates in accordance with the Bank's directions in immediately available funds without set-off or counterclaim and free and clear and without any deduction or withholding for any taxes, duties or any other charges whatsoever.
- (b) Any payment to be made by the Borrower or which is otherwise due on a non-Business Day shall instead be due on the next Business Day in the same calendar month and, if none, on the immediately preceding Business Day.
- (c) If the Borrower is required by law or by any governmental agency to make any deduction or, withholding on account of any tax or other amount from or in respect of any payment by it to the Bank in respect of the Liabilities, or if the Bank (or any person on its behalf) is required by law or by any governmental agency to make any deduction or withholding from, or any payment on or calculated by reference to the amount of, any sum paid or payable or received or receivable by it in respect of the Liabilities (except on account of tax on its overall net income), then the sum payable by the Borrower in respect of which the relevant deduction, withholding or payment is required, shall be increased to the extent necessary to ensure that, after the making of that deduction, withholding or payment, the Bank receives on the due date and retains (free from any liability in respect of any such deduction, withholding or payment) a net sum equal to the amount which it would have received and so retained had no such deduction, withholding or payment been required or made.

## **8. Chinese Translation and Definitions**

The Chinese version of this KFS is for reference purposes only. If there is any inconsistency between the English and Chinese versions of this KFS, the English version shall prevail for all purposes. Terms used in this KFS which are not defined here have the meanings as defined in our facility letter or General Terms and Conditions for General Banking Facilities.

# 住宅按揭貸款產品資料概要

住宅按揭貸款

創興銀行有限公司(「本行」)

2018年8月

此乃住宅按揭貸款產品。

本概要所提供的利息、費用及收費等資料僅供參考，住宅按揭貸款的最終條款以本行發出之授信函為準。

## 利率及利息支出

年化利率<sup>1</sup>

貸款金額 HK\$3,000,000 :

貸款期 <sup>2</sup>	30 年	30 年
計劃類別	最優惠利率計劃	綜合戶口計劃
按本行港元最優惠利率所釐訂的年化利率範圍	P-2% 至 P-3%	P-2% 至 P-3%

貸款期 <sup>2</sup>	30 年
計劃類別	香港銀行同業拆息計劃
按本行香港銀行同業拆息所釐訂的年化利率範圍	1 個月或 3 個月 HIBOR+3% 至 1 個月或 3 個月 HIBOR+1.7%, 上限為 P-2% 至 P-2.9%

逾期還款年化利率 / 就  
違約貸款收取的年化利率

本行可不時釐定的合約利率加年利率 10%。  
如果任何負債到期應付時或在要求支付時並未支付，或提取超出任何貸款額度的金額，本行有權按逾期利率並以本行酌情決定的方式對該等未償負債或超出貸款額度的金額收取逾期利息。該等逾期利息須由借款人支付（不論在判決之前或之後），並可以每月或按本行酌情決定的其他時段以複息累計。違約利息並不設最低金額<sup>7</sup>。

## 每月還款金額

每月還款金額<sup>3</sup>

貸款金額 HK\$3,000,000 :

貸款期 <sup>2</sup>	30 年	30 年
計劃類別	最優惠利率計劃	綜合戶口計劃
按上述本行港元最優惠利率所釐訂的年化利率計算每月還款金額	HK\$ 13,061 至 HK\$ 11,470	HK\$ 13,061 至 HK\$ 11,470

貸款期 <sup>2</sup>	30 年
計劃類別	香港銀行同業拆息計劃*
按上述本行香港銀行同業拆息所釐訂的年化利率計算每月還款金額	HK\$ 13,044 至 HK\$11,002

\*香港銀行同業拆息假設為 0.24%

## 費用及收費

手續費<sup>4</sup>

接受本行發出之授信函時，將收取 HK\$2,000 作為承諾費。在放款全部提取後及如本行滿意及信納借款人遵守有關的法律及其他程序，本行將把本行收取的該承諾費（不帶利息）退還借款人，存入借款人在本行維持的戶口。

<p>逾期還款費用及收費<sup>5</sup></p> <p>提前清償 / 提前還款 / 贖回契約的收費<sup>6</sup></p>	<p>每期逾期還款收取 <b>HK\$400</b></p> <p>如放款後首年內全數或部分提前還款，須繳付最初借貸額的 <b>1%</b>。提前還款受限於借款人給予本行不少於一個月的事先書面通知。如未有給予事先書面通知，將按當時適用利率就提前還款金額收取一個月額外利息代替該書面通知。每項提前還款須受本行不時適用的收費及費用所限。該等收費及費用列於本行的收費表，其副本及詳情隨本產品資料概要附上。</p> <p>1. 最優惠利率計劃／綜合戶口計劃：</p> <p>(a) 就以本行港元最優惠利率計息的貸款而言，提前還款日必須為分期付款日。如於分期付款日以外的其他日期提前還款，利息將累計至並包括下期分期付款日。</p> <p>(b) 須按以下基準退回本行提供最初貸款時支付的現金回贈（如有）：</p> <ul style="list-style-type: none"> <li>• 最初貸款放款後首兩年內全數或部份提前還款，須退回 <b>100%</b>現金回贈。</li> </ul> <p>2. 香港銀行同業拆息計劃：</p> <p>(a) 就以本行香港銀行同業拆息計劃的貸款而言，提前還款日必須為利息期最後一天。如於利息期最後一天以外的其他日期提前還款，利息將累計至並包括利息期最後一天。</p> <p>(b) 須按以下基準退回本行提供最初貸款時支付的現金回贈（如有）：</p> <ul style="list-style-type: none"> <li>• 最初貸款放款後首兩年內全數或部份提前還款，須退回 <b>100%</b>現金回贈。</li> <li>• 最初貸款放款後第三年內全數或部份提前還款，須退回 <b>50%</b>現金回贈。</li> </ul> <p>3. 每次提前還款收取 <b>HK\$1,000</b> 手續費（該金額可更改）。請參閱本行的收費表，其副本及詳情隨本產品資料概要附上。</p>
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#### 其他資料

##### 1. 利息計算

- (a) 每月分期 – 按實際累積多少日(一年 365 日)計算，每月收取利息。
- (b) 兩週一次 – 按實際累積多少日(一年 365 日)計算，每兩週收取利息。
- (c) “Hibor” 乃指本行之香港銀行同業拆息利率 (Hong Kong Interbank Offered Rate)。
- (d) “P” 乃本指本行之最優惠利率 (Prime Lending Rate)。

##### 2. 利率變動後的選擇

- (a) 固定年期 – 每期供款的金額，由本行按適用利率的浮動不時決定調整。
- (b) 固定月供金額 – 貸款年期，由本行按適用利率的浮動不時決定調整。即使前述有任何規定，貸款年期在任何情況下及於放款時不得超過 65 年減除該物業的樓齡，及上限是自放款日起計最高長達 30 年(『年期限制』)。為了遵守年期限制這目的，每期供款的金額調整，由本行按適用利率的浮動不時決定。

##### 3. 還款

- (a) 每月分期 – 須在放款日後一個公曆月的那天支付第一期供款，緊接著每個公曆月的那天，須支付下一期的供款(『分期供款日』)。
- (b) 兩週一次 – 須在放款日後 14 公曆天支付第一期供款，緊接著每兩週的那天，須支付下一期的供款(『分期供款日』)。

##### 4. 銀行收費

本行可收取不時適用的收費和費用，該等收費及費用列於銀行收費表，其複印本和詳情附在本函。

## 5. 佣金、費用及收費

- (a) 借款人須按本行要求支付關於貸款或任何銀行服務的佣金、費用及收費，各項的金額或水平可由本行合理決定，而本行可全權酌情決定支付方式。本行會把適用佣金、費用及收費的詳情在借款人索取時提供。
- (b) 除非本行另行同意或在授信函中指明，借款人須按本行要求償還及彌償本行與下述各事宜有關而令本行招致的所有合理成本及開支（包括法律成本及開支）：商議、擬訂、存檔及登記就有關貸款的授信函及任何抵押文件及其他協議及文件；或履行、完備或強制執行該等授信函、抵押文件或其他協議或文件（或意圖進行上述事宜）。該等成本及開支如本行已實際招致，則借款人須全數支付，儘管借款人的有關貸款申請不獲批核，或該貸款（或該貸款申請）其後不論任何原因被取消、變更或撤回。
- (c) 如貸款（不論全部或部份）提早清還，借款人須按本行要求償還及彌償本行因提早還款而令本行合理招致的所有成本。該等成本應包括本行為取消、終止及／或解除任何本行為取得資金以提供貸款而作出的安排而招致或蒙受的所有成本（包括撤銷成本）、開支及債務。

## 6. 提前還款

- (a) 如本行容許提前清還貸款，貸款可被提前全數或部份清還，惟須受本行不時指定的最低提前還款額規限，並須同時清還已累計利息及在有關時間其他欠負的金額。除非本行另行同意或授信函或其他本行及借款人之間的協議另有指明，借款人必須給予最少一個月的提前還款書面通知。請參閱本產品資料概要的「費用及收費」部份，載列有關提前還款日期及就一項貸款按本行港元最優惠利率或按本行香港銀行同業拆息基準計算利息的詳情。
- (b) 除非本行另行同意，如為一項住宅按揭貸款提前還款，(i)如欲減少分期供款次數，提前還款金額會應用於先清還最遲到期的分期供款並按該次序如此類推及(ii) 提前清還的金額不得再借。
- (c) 借款人須在被要求時向本行支付本行不時合理釐定的提前還款費用及／或行政費用。請參閱本產品資料概要的「費用及收費」部份。

## 7. 付款

- (a) 借款人向本行支付的所有付款，須於付款的到期日當日下午 4:00 前按本行的指示以即時可用資金支付，並須不受抵銷或反索償安排限制及不存在任何就稅項、稅收或其他收費的扣減或預扣影響。
- (b) 借款人須支付的任何付款或任何其他到期款項如非在營業日到期，則應順延至同一月份中緊接的下一個營業日到期，但如在同一月份中無下個營業日，則應在到期日緊接之前的營業日到期。
- (c) 如借款人被法律或任何政府機關要求，從借款人對本行的負債的還款金額中為任何稅項或其他金額作出扣減或預扣，或如本行（或任何代表本行的人士）被法律或任何政府機關要求，從為清還或有關負債而向本行支付或應支付的任何金額或從本行收取或應收取的任何金額中為任何稅項或其他金額作出任何扣減或預扣（本行須支付的利得稅除外），則借款人應支付的金額須增至確保作出該等扣減或預扣後，本行在到期日仍會收取及保留一筆淨額相等於如無需作出該等扣減或預扣的情況下本行可收取及保留的金額，並且不受任何該等扣減或預扣的責任規限。

## 8. 中文譯本

本概要之中文譯本僅供參考，如中英文本有任何抵觸之處，就該抵觸而言，概以英文版本為準。