



Mortgage insurance programme - application for consent to let 按揭保險計劃 - 租賃許可申請表

IMPORTANT: All Mortgagor(s) and Relevant Persons shall sign this application form and submit the original together with supporting documents to any of our Branches or Mortgage Managers in person.

重要事項：所有抵押人及相關人士需簽署此申請表並將正本及證明文件親身交回任何分行或按揭部經理。

Mortgage loan ("Loan") 按揭貸款 (「該貸款」)

Loan Account No.:

該貸款戶口號碼：

Drawdown Date of the Loan:

提取貸款日期：

Mortgaged Property Address¹:

按保物業地址¹：

Note 註：

¹ The Mortgagor must have obtained consent from the relevant authority (e.g., Hong Kong Housing Society) before letting out the Mortgaged Property, where applicable (e.g., "Certificate of Participation - Owner" issued by Hong Kong Housing Society under "Letting Scheme for Subsidised Sale Developments with Premium Unpaid").

抵押人在出租按保物業前須得到相關機構 (例如：香港房屋協會) 的同意書，如適用 (例如由香港房屋協會就「未補價資助出售房屋 - 出租計劃」發出的「參與計劃證明書 - 業主」)。

Mortgagor 抵押人

Name of Mortgagor:

抵押人的姓名： (1) _____

(2) _____

(3) _____

Relevant person (i.e. the mortgagor's spouse or cohabitant who is an obligor under the loan) 相關人士 (即該抵押人的配偶或同居伴侶並同時為該貸款的共同債務人)

Name of relevant person of mortgagor (1)

抵押人(1)的相關人士的姓名

(Relevant person (1))

(相關人士(1))

Name of relevant person of mortgagor (2)

抵押人(2)的相關人士的姓名

(Relevant person (2))

(相關人士(2))

Name of relevant person of mortgagor (3)

抵押人(3)的相關人士的姓名

(Relevant person (3))

(相關人士(3))

Application and confirmation 申請及確認

The Mortgagor hereby applies for a consent to let from Standard Chartered Bank (Hong Kong) Limited (the "Lender") (and approval from the Insurer[#]). For this purpose, the Mortgagor declares and confirms that (Please tick √ the appropriate box(es)):

抵押人向渣打銀行(香港)有限公司「貸款人」(及保險公司[#])申請租賃許可。抵押人謹此聲明並確認(請在適當方格內填上「√」號)：

- The Mortgaged Property is not subject to any tenancy and has been occupied by the Mortgagor as the Mortgagor's primary residence since the later of the Loan Drawdown Date and the date of Assignment of the Mortgaged Property (if applicable).
自提取貸款日期或轉讓契日期起(如適用，以較後者為準)，抵押人從沒有出租按保物業並一直以按保物業為抵押人的主要居所。
- Other than the Mortgaged Property, the Mortgagor does not own any residential property(ies) in Hong Kong. 除按保物業以外，抵押人在香港沒有擁有其他住宅物業。
- In addition to the Mortgaged Property, the Mortgagor own other residential property(ies) in Hong Kong. (**generally not eligible to apply for consent to let**)
除按保物業以外，抵押人在香港還擁有其他住宅物業。(一般來說，租賃許可申請將不會被接納)

Current status of the Mortgagor and the Loan – the Mortgagor declares and confirms that (Please tick √ the appropriate box(es)):

抵押人及該貸款的現狀 – 抵押人謹此聲明並確認以下事項(請在適當方格內填上「√」號)：

- (a) The Mortgagor's family² is expecting newborn or adopted child³; and
抵押人家庭²將有新生嬰兒或領養兒童³及
- (b) The Loan is current (i.e. is not delinquent).
沒有逾期還款。
- The Mortgagor has become unemployed⁴.
抵押人失業⁴。
- (a) The Mortgagor has a genuine need to let the Mortgaged Property (please specify):
抵押人有確切需要出租按保物業(請詳述)：

_____ ; and

- (b) The Mortgagor has been residing in the Mortgaged Property for not less than 12 months since the later of the Loan Drawdown Date and the date of Assignment of the Mortgaged Property (if applicable); and
自提取貸款日期或轉讓契日期起(如適用，以較後者為準)抵押人已居於按保物業不少於12個月；及
- (c) The Loan is current (i.e. is not delinquent).
沒有逾期還款。

Supporting Documents attached (please specify):

附上證明文件(請詳述)：

Please provide any additional information relevant to this Application on a separate sheet of paper if necessary. 如有必要，請另頁附上有關本申請的額外資料。

Notes^註：

[#] "Insurer" means HKMC Insurance Limited or other insurer with which the Lender chooses to insure the Loan.
「保險公司」指「香港按證保險有限公司」或貸款人選擇為按揭貸款投保的其他保險公司。

² Including the Mortgagor and the Mortgagor's spouse or cohabitant.
包括抵押人及抵押人的配偶或同居伴侶。

³ Please provide a medical certificate from a registered medical practitioner indicating the pregnancy term. For child adoption, a proof issued by the Social Welfare Department or an Accredited Body is required.
須呈交由註冊醫生簽發的證明書列明懷孕週期。如屬領養兒童申請，須提供由社會福利署或任何一間獲認可機構發出的證明文件。

⁴ Please provide documentary evidence to prove that the Mortgagor is currently unemployed.
須提供抵押人現在失業的證明。

Undertaking /Acknowledgement 承諾/確認

I/We, the Mortgagor and Relevant Person hereby:

本人/我們，抵押人及相關人士謹此：

(a) acknowledge that if the Lender consents to the Mortgagor's letting of the Mortgaged Property with the Insurer's approval, the conditions relating to tenancy as set out in the Annex must be complied with and agree that I/we shall provide a copy of the relevant tenancy agreement as and when requested by the Lender. If any such condition is not complied with, the Insurer is entitled to revoke its approval. Upon such revocation, (i) the tenancy will be or become unauthorised and will not be binding on the Lender or any party deriving interest from the Lender; and (ii) I/we must fulfil the owner occupancy requirement under the MIP in respect of the Mortgaged Property; failing which the Lender shall, *inter alia*, be entitled to demand immediate repayment of all amounts owing by me/us to the Lender or any part thereof and/or impose such conditions on me/us as the Lender shall at its own discretion sees fit (including payment from me/us to the Lender of an amount equal to any additional premium payable by the Lender to the Insurer).

確認若貸款人同意（及保險公司批准）抵押人出租按保物業，必須遵從列於附件的「租賃相關條件」，並同意在貸款人要求下提供有關租賃協議副本予貸款人檢視。若未能遵從該等條件，保險公司可取消其批准。於其時，(i) 有關租賃將被視為未經授權及不會對貸款人或從貸款人取得利益的任何人具約束力；及(ii) 本人/我們必須遵從按揭保險計劃下按保物業自住的規定；如未能遵從規定，除其他權利外，貸款人有權要求本人/我們立即償還欠貸款人的全部款項或其中任何部分及/或對本人/我們施加貸款人酌情決定認為適當的條件（包括但不限於由本人/我們向貸款人支付款額相等於貸款人須支付給保險公司的任何附加保費的款項）。

(b) acknowledge that if the Lender consents to the Mortgagor's letting of the Mortgaged Property with the Insurer's approval, the conditions relating to Mortgagor and Relevant Person as set out in the Annex must be complied with. If any such condition is not complied with, the Insurer may arrange for outright termination of the MIP cover, or the Mortgagor will be liable to pay to or reimburse the Lender any additional premium (equivalent to 50% of the original single premium) charged or to be charged by the Insurer. MIP cover will only be extended through payment of the additional premium if the Loan (a) is current; and (b) has not been delinquent for more than 30 days during the 12 months prior to the earlier of (i) the date of the Lender notifies the Insurer of the non-compliance with any such condition; and (ii) the date of the Insurer identifying the non-compliance with any such condition. In the event that the MIP cover is terminated by the Insurer or the Mortgagor has failed to pay to or reimburse the Lender such additional premium by the timeline as stipulated by the Lender from time to time, the Lender shall, *inter alia*, be entitled to demand immediate repayment of all amounts owing by me/us to the Lender or any part thereof;

確認若貸款人同意（及保險公司批准）抵押人出租按保物業，必須遵從列於附件的「抵押人及相關人士條件」。若未能遵從有關條件，保險公司有權終止按揭保險或徵收額外保費（即原本一次性支付保費的50%），抵押人須繳付或（如貸款人已代抵押人繳付）向貸款人補償此額外保費。除了須繳付額外保費外，該貸款必須(i)沒有逾期供款及(ii)在貸款人通知保險公司相關條件未能遵從或保險公司知悉相關條件未能遵從日起（以較早者為準）之12個月內沒有多於30天的逾期供款紀錄，否則按揭保險會被終止；如按揭保險被保險公司終止或抵押人未能在貸款人規定的限期內繳付額外保費，除其他權利外，貸款人有權要求立即償還欠本行的全部款項或其中任何部分按揭貸款餘額。

(c) declare and confirm that the information set out in this Application and any documents submitted by us in relation to the application are true, correct, updated and complete; and

聲明及確認，載於本申請表的及我們呈交的任何有關申請的文件中的資料均屬真實、正確、最新及完整；及

(d) acknowledge and confirm that the Lender will continue to send related letters to me/us at the Mortgaged Property, unless I/we advise otherwise.

承認及確認貸款人將繼續把所有予本人/我們的相關信件送至按保物業（除非本人/我們另有指示）。

In relation to personal data and any other information provided on any person(s) other than the Mortgagor and Relevant Person, I/We hereby represent(s) and warrant(s) that I/We have obtained the consent of, and is/are duly authorised by, such person(s) to disclose such personal data and information to the Lender and the Insurer in this form or in any other document, media, record or forms submitted or to be submitted to the Lender, and the Insurer in accordance with the terms of the Personal Data (Privacy) Ordinance (the "PDPO").

I/We, provide the acknowledgement, agreement and authorisation referred to in this form on his/her behalf, and for such personal data and information to be provided to the Insurer by the Lender in accordance with the PDPO, in connection with the application for the Consent to Let, and that the Lender and the Insurer may rely on such acknowledgement, agreement and authorisation referred to in this form as if it is given directly by such individual to the Lender and the Insurer.

有關任何其他人士（抵押人及相關人士除外）的個人資料及其他信息（如有），本人/我們在此聲明及保證本人/我們已經取得該位人士的同意及授權根據《個人資料（私隱）條例》向貸款人及保險公司披露此租賃許可申請表、已向或將向貸款人、保險公司提交的任何其他文件、媒介、紀錄或表格所載的有關資料，並代該位人士提供在本聲明書中所述的確認、同意及授權，以及由貸款人向保險公司根據《個人資料（私隱）條例》提供該等資料作為處理是次租賃許可申請之用，而貸款人及保險公司可倚賴本聲明書中所述的該等確認、同意及授權，猶如由該位人士直接向貸款人及保險公司確認、同意及授權一樣。

Signed by Mortgagor (1):
抵押人(1)簽署：

Signed by Mortgagor (2):
抵押人(2)簽署：

Signed by Mortgagor (3):
抵押人(3)簽署：

Name:
姓名：

Name:
姓名：

Name:
姓名：

Date:
日期：

Date:
日期：

Date:
日期：

Signed by Relevant Person (1):
相關人士(1)簽署：

Signed by Relevant Person (2):
相關人士(2)簽署：

Signed by Relevant Person (3):
相關人士(3)簽署：

Name:
姓名：

Name:
姓名：

Name:
姓名：

Date:
日期：

Date:
日期：

Date:
日期：

Note: All Mortgagors and Relevant Persons must sign this form.
註：所有抵押人及相關人士必須簽署此申請表。

For the lender's (Insured's) use 貸款人(受保人)專用

We declare, confirm and warrant that we have verified diligently to the best of our knowledge and in good faith the truthfulness and authenticity of the information and documents provided by the Mortgagor in relation to this application and hereby apply to the Insurer for approval of our granting of a consent to let to the Mortgagor.

我們聲明、確認和保證，我們就我們所知所信，已經極力認真並真誠地核實由抵押人就本申請所提供的文件及資料之真實性及謹此向保險公司申請批准本行向抵押人發出租賃許可同意書。

All documents are certified true copies of their originals.

所有文件都是經核證為其原件的真實副本。

Remarks (if any):

備註(如有)：

Authorised Signature:

授權人簽署：

Name:

姓名：

Position:

職位：

Date:

日期：

Conditions 條件

Annex 附件

A. Conditions relating to tenancy – all of the following conditions must be complied with:

租賃相關條件 – 以下所有條件必須遵守：

1. Each tenancy must be in writing and specify an aggregate of fixed term and termination notice period up to a maximum of 14 months and should contain no option to renew.
每一租賃安排必須採用書面形式，指明固定租期(即死約)及終止通知期，兩者合計最長為十四個月，並且不包含任何續期選擇。
2. The tenancy agreement must be stamped and provide that:
租賃協議必須加蓋印花並規定：
 - (a) the property must be used solely as a private dwelling and for lawful purpose;
物業必須只用作私人住宅及作合法用途；
 - (b) the tenant cannot assign, sub-let, license, charge or otherwise part with possession of all or part of the property during the term; and
承租人在租賃期內不得轉讓、分租、暫准租用、押記或以其他方式放棄管有全部或部分物業；及
 - (c) the tenant must keep the property in good repair and condition during the tenancy.
承租人必須於租賃期內保持該物業維修妥善和狀況良好。
3. To protect the Lender's security interest in the property, the Mortgagor as the landlord is required to notify the tenant that:
為保障貸款人在物業中的抵押權益，抵押人作為業主需要通知承租人以下事宜：
 - (a) the Mortgagor has mortgaged the property to the Lender;
抵押人(即業主)已將物業抵押給貸款人；
 - (b) as mortgagee the Lender has a power of sale which it can exercise in certain circumstances; and
貸款人作為承按人，在某些情況下能夠行使其售賣物業的權力；及
 - (c) as mortgagee the Lender can take possession of the property under the terms of the mortgage.
貸款人作為承按人可按照按揭的條款接管物業。

B. Conditions relating to Mortgagor and Relevant Person – all of the following conditions must be complied with:

抵押人及相關人士條件 – 以下所有條件必須遵守：

1. The Mortgagor shall primarily reside in Hong Kong.
抵押人必須以香港為主要居住地。
2. The Mortgagor and Relevant Person shall not purchase other residential property in Hong Kong.
抵押人及相關人士不會在香港購入其他住宅物業。
3. The Mortgagor shall immediately notify the Lender and the Insurer if any change in circumstances will result in a breach of any such conditions.
如有任何導致不能履行上述承諾的轉變，抵押人必須立即通知貸款人及保險公司。

Notes for guidance to the Mortgagor:

給抵押人的指引：

If the Mortgagor lets the Mortgaged Property without the Lender's consent, the Mortgagor will be in breach of the terms and conditions of the mortgage. This breach would entitle the Lender to seek repossession of the Mortgaged Property and to sell it.

如抵押人在未獲得貸款人的同意下出租按保物業，抵押人已違反按揭中的條款及細則，貸款人有權把按保物業收回並將其出售。

If there is any inconsistency or conflict between the English and Chinese versions, the English version shall prevail for all purposes.

中、英文文本之文義如有歧義，在任何情況下概以英文文本為準。