

TENDER DOCUMENT

**INVITATION FOR PURCHASE OF PROPERTY
BY WAY OF PUBLIC TENDER**

Tenders are invited for the purchase of the properties in

Imperial Cullinan

(being the properties as set out in the Sales Arrangements (as defined in the Tender Notice), unless previously withdrawn or sold)

Tenders must be submitted during the Tender Period (as defined in the Tender Notice) to the tender box labelled “**Public Tender For Imperial Cullinan**” placed at the Sales Office (as defined in the Tender Notice) in a plain envelope and clearly marked “**Imperial Cullinan**”.

Vendor: **Smart Globe Limited**
45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong

Vendor’s solicitors: **Mayer Brown**
18th Floor, Prince’s Building, 10 Chater Road, Central, Hong Kong
Mr. Jack Wong (Fax: 2103 5439)

Vendor’s agent: **Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited**
45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong
Enquiry Hotline: 3119 0008

招標文件

公開招標承投購買物業

現招標承投購買以下發展項目之物業

瓏璽

(即賣方發出的銷售安排(定義見招標公告)內之物業，但若在招標截止時限之前已被撤回或出售則除外)

在招標期間(定義見招標公告)，投標書須放入普通信封內，信封面上清楚註明「**瓏璽**」，放入位於售樓處(定義見招標公告)擺放的標示為「**瓏璽公開招標**」的投標箱內。

賣方： **駿球有限公司**
 香港港灣道 30 號新鴻基中心 45 樓

賣方律師： **孖士打律師行**
 香港中環遮打道 10 號太子大廈 18 樓
 王志煒律師 (傳真：2103 5439)

賣方代理人： **新鴻基地產(銷售及租賃)代理有限公司**
 香港港灣道 30 號新鴻基中心 45 樓
 查詢熱線：3119 0008

PART 1: TENDER NOTICE

1. Definitions

In this Tender Document, the following expressions shall have the following meanings except where the context otherwise permits or requires:

“Acceptance Period”	means the period between the commencement date of submission of tender and the date which is the fourteenth (14th) working day after the closing of tender (both dates inclusive);
“Agreement”	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 4 of the Conditions of Sale;
“Conditions of Sale”	means the Conditions of Sale set out in Part 2 of this Tender Document;
“Letter of Acceptance”	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice;
“Offer Form”	means the Offer Form set out in Part 3 of this Tender Document;
“Property”	means, if and when this Tender Document is accepted by the Vendor, the Tendered Property;
“Property for Tender”	means all or any of the properties as set out in the Sales Arrangements;
“Purchase Price”	means, if and when this Tender Document is accepted by the Vendor, the Tender Price;
“Purchaser”	means the successful Tenderer whose tender in respect of the Tendered Property is accepted by the Vendor;
“Sales Arrangements”	means Sales Arrangements No. 17 issued by the Vendor for Imperial Cullinan (as the same may be revised by the Vendor from time to time);
“Sales Office”	means 11/F, International Commerce Centre, No. 1 Austin Road West, Kowloon, Hong Kong;
“Tender Closing Date”	means, in respect of each Property for Tender, the tender closing date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;
“Tender Commencement Date”	means, in respect of each Property for Tender, the tender commencement date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;
“Tender Document”	means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Annex);

“Tender Notice”	means the Tender Notice set out in Part 1 of this Tender Document;
“Tender Period”	means, in respect of each Property for Tender, the period between the Tender Commencement Date and Tender Closing Date;
“Tender Price”	means the price tendered for the Tendered Property as specified in the Schedule to the Offer Form;
“Tendered Property”	means the properties as specified in the Schedule to the Offer Form;
“Tenderer”	means the person who is specified in the Schedule to the Offer Form as the tenderer;
“Vendor”	means Smart Globe Limited; and
“Vendor’s solicitors”	means Mayer Brown.

2. Procedures of Tender

- 2.1 The Vendor invites tenders for the purchase of the Property for Tender on the terms and conditions contained in this Tender Document.
- 2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
- 2.3 The Vendor reserves the right to, at any time before the Tender Closing Date, accept any tender submitted.
- 2.4 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Property for Tender from sale or to sell or dispose all or any of the Property for Tender or any part thereof to any person by any method (including without limitation private treaty, tender and auction).
- 2.5 The Vendor reserves the right to adjust the Tender Closing Date and time of the tender of any of the Property for Tender. Any adjustment of the Tender Closing Date and time will be posted at the Sales Office. The Vendor is not obliged to separately notify the Tenderers of such adjustment.
- 2.6 Tenderers should note the Vendor’s solicitors do not act for any Tenderer in the process of this tender.
- 2.7 (If applicable) If the Tenderer has indicated on the Schedule to the Offer Form to purchase more than one (1) Property for Tender :-
 - (a) he/she/it must fill in one lump sum Tender Price for all such Tendered Property in the Schedule to the Offer Form; and
 - (b) this Tender Document is deemed to be submitted on the basis that the Vendor will accept the tender for the purchase of **ALL** such Tendered Property together and the Purchaser will be required to sign only one (1) Agreement covering all such Tendered Property.

2.8 A tender must be:-

(a) made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) duly completed and signed. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form;**

(b) accompanied with the following documents:-

(i) Cashier order(s) and/or cheque(s)

One or more cashier order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance and/or cheque(s) in the amount equal to **5%** of the Tender Price for the Tendered Property, such sum being the **preliminary deposit** for the tender, made payable to “**MAYER BROWN**”.

(ii) Tenderer’s identification document

If the Tenderer is/are individual(s), copy of the HKID Card/Passport of each individual of the Tenderer.

If the Tenderer is a company, copy of the Certificate of Incorporation and the Business Registration Certificate of the Tenderer and copies of the latest register of directors and annual return (if any) of the Tenderer.

(iii) Intermediary’s licence (if applicable)

Copy of licence of the estate agent appointed by the Tenderer.

(iv) Documentary proof of Close Relative relationship (if applicable)

If the Tenderer’s Close Relative(s) has submitted Related Tender(s), copies of documentary proof (e.g. ID card, birth certificate, marriage certificate, etc.) of Close Relative relationship.

(v) Documents in Annex, duly signed and completed by the Tenderer

- (1) Warning to Purchasers
- (2) Vendor’s Information Form
- (3) Acknowledgement Letter Regarding Stamp Duty
- (4) Letter Regarding Stamp Duty Cash Rebate (if applicable)
- (5) Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers
- (6) Acknowledgement Letter Regarding Marble
- (7) Acknowledgement Letter Regarding Operation of Gondola
- (8) Personal Information Collection Statement

Please do NOT date any of the documents mentioned in this sub-paragraph (v).

(c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope “**Imperial Cullinan**”; and

(d) placed in the tender box labelled “**Public Tender For Imperial Cullinan**” placed at the Sales Office during the Tender Period.

In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced or is still in effect after 6:00 p.m. on the closing date of the tender, the closing date of the tender will be extended to the next day (6:00 p.m. to 7:00 p.m.) and in respect of which no black rainstorm warning signal or typhoon signal no.8 or above is announced.

- 2.9 All cashier order(s) and/or cheque(s) forwarded by the Tenderer will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier order(s) and/or cheque(s) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other cashier order(s) and/or cheque(s) will be returned by personal delivery or by post, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the address stated in their tenders.
- 2.10 (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal.
- (b) If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.
- (c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of letter regarding the acceptance of tender and return of cashier order(s) and/or cheque(s).
- 2.11 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Document, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.
- (b) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK\$1.00 upon receipt of a written demand from him prior to the submission of his tender.

3. Acceptance of Tender

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Tendered Property.
- 3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the “**Letter of Acceptance**”) personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.
- 3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor’s solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for inspection during the Tender Period at the Sales Office. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments. Where, if applicable, the Property comprises more than one (1) property, (a) the Purchaser will sign only one (1) Agreement covering all of the Property; and (b) the Vendor will not and is not obliged to apportion the Purchase Price for each of the Property.

- 3.4 (a) In the event that the Purchaser intends to execute the Agreement by his/her attorney on his/her behalf :-
- (i) the Vendor's solicitors will not act for the Purchaser in the sale and purchase of the Property and the Purchaser shall instruct his/her own solicitors to act for him/her; and
 - (ii) the relevant power of attorney is required to be approved by the Vendor.
- (b) All loan applications made to the Vendor's designated financing company, loan documents and ancillary documents (collectively the "**Loan Documents**") shall be signed by the Purchaser personally. No attorney can be accepted for the purpose of signing the Loan Documents.

4. Miscellaneous

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property for Tender and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property. All enquiries should be directed to the Vendor's agent, Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited, of 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Enquiry Hotline: 3119 0008).
- 4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor's agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.
- 4.3 The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Document. Tenders submitted which contain alterations and/or additions of any kind to, the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.
- 4.4 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

第 1 部份：招標公告

1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「承約期間」	指由遞交投標書的招標開始日期至招標截止日期後的第 14 個工作日(包括首尾兩日)的期間；
「正式合約」	指賣方與買方根據出售條款第 4 條擬簽訂的該物業的正式買賣合約；
「出售條款」	指本招標文件第 2 部份的出售條款；
「接納書」	指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知；
「要約表格」	指本招標文件第 3 部份的要約表格；
「該物業」	指如果及一旦本招標文件獲得賣方接納時的該投標物業；
「該招標物業」	指銷售安排內列出的所有或任何物業；
「樓價」	指如果及一旦本招標文件獲得賣方接納時的投標價；
「買方」	指中標者，其對該投標物業的投標書獲得賣方接納；
「銷售安排」	指賣方發出的瓏璽的銷售安排第 17 號(及賣方不時對其作出的修改)；
「售樓處」	指香港九龍柯士甸道西 1 號環球貿易廣場 11 樓；
「招標截止日期」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標截止日期及時間；
「招標開始日期」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標開始日期及時間；
「招標文件」	指本招標文件(由第 1 部份、第 2 部份及第 3 部份組成，但不包括附件)；
「招標公告」	指本招標文件第 1 部份的招標公告；
「招標期間」	就每一個該招標物業而言，指招標開始日期至招標截止日期的期間；
「投標價」	指要約表格的附表中訂明投購該投標物業的價格；
「該投標物業」	指要約表格的附表中訂明的物業；

「投標者」 指要約表格的附表中訂明為投標者的人士；

「賣方」 指駿球有限公司；及

「賣方律師」 指孖士打律師行。

2. 招標程序

2.1 賣方現按照載於本招標文件的條款及細則招標承投購買該招標物業。

2.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。

2.3 賣方保留權利在招標截止日期之前的任何時間接受任何已遞交之投標書。

2.4 賣方保留權利在接受任何投標書之前的任何時間撤回全部或任何該招標物業不予出售，或將全部或任何該招標物業或其任何部份以任何方法(包括但不限於私人協約、投標及拍賣)售予任何人。

2.5 賣方保留權利更改任何該招標物業的招標截止日期及時間。任何更改招標截止日期的通知會張貼於售樓處。賣方無須就該等更改另行通知投標者。

2.6 投標者須注意賣方律師在本招標過程中不代表任何投標者。

2.7 (如適用)如果投標者在要約表格的附表中已顯示購買超過一個該招標物業：

(a) 他／她／它必須在要約表格的附表中一筆過填寫全部該投標物業的投標價；及

(b) 本招標文件當作基於賣方將會接納投標一併購買全部該投標物業，以及買方只須簽署一份包括全部該投標物業的正式合約而遞交。

2.8 投標書必須：

(a) 採用本招標文件之格式，並填妥及簽署要約表格(即本招標文件的第 3 部分)。請填妥及簽署要約表格的英文文本或要約表格的中文文本；

(b) 連同以下文件：

(i) 銀行本票及／或支票

由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的一張或多張銀行本票及／或支票，金額為該投標物業的投標價的 **5%**，該金額須作為投標的臨時訂金，抬頭寫「孖士打律師行」。

(ii) 投標者的身份證明文件

如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。

如投標者為公司，投標者的公司註冊證明書及商業登記證的複印本，以及投標者最近期的董事登記冊及周年申報表(如有)的複印本。

(iii) 中介人的牌照(如適用)

投標者委託的地產經紀的牌照複印本。

(iv) 近親關係的證明文件(如適用)

如投標者的近親已遞交相關投標書，近親關係的證明文件(例如：身份證、出世紙、結婚證書等)副本。

(v) 由投標者填妥並簽署的附件的文件

- (1) 對買方的警告
- (2) 賣方資料表格
- (3) 關於印花稅的確認書
- (4) 關於印花稅現金回贈的信件(如適用)
- (5) 關於繼續開放物業予有興趣買家參觀的確認信
- (6) 關於雲石的確認信
- (7) 關於吊船操作的確認信
- (8) 個人資料收集聲明

請不要於本第(v)分段所述的任何文件內填上日期。

(c) 放入普通信封內，信封面上書明賣方收啓，並清楚註明「**瓏璽**」；及

(d) 於招標期間放入位於售樓處擺放的標示為「**瓏璽公開招標**」的投標箱內。

若在招標截止日期下午 6 時正後發出黑色暴雨警告或八號或以上颱風信號或該警告或信號仍然生效，截標日期將延至下一日(下午 6 時至下午 7 時)(而當天亦沒有黑色暴雨警告或八號或以上颱風信號發出)。

2.9 在賣方對收到的投標書作出決定前，所有銀行本票及／或支票不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票及／或支票將視作臨時訂金，以支付樓價的部份款項。所有其他銀行本票及／或支票將於承約期間屆滿後起計 14 日內，按投標書所載地址以專人送達、或通過郵遞方式退還予落選投標者。

2.10 (a) 投標者須親身簽署要約表格及其他文件(如投標者為公司，須由其董事簽署)，並視作為主事人。

(b) 投標者如為公司，須於要約表格中清楚註明(除其他資料外)其聯絡人姓名、電話及傳真號碼。

(c) 要約表格中指明的香港通訊地址將會是收取接受投標書信函及退回銀行本票及／或支票的地址。

2.11 (a) 作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間按照本招標公告及本招標公告夾附的投標表格和出售條款所載的條款及條件，隨時接納投標。投標書根據本招標公告的程序一經遞交，投標者即不可撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。

- (b) 作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。

3. 接納投標

- 3.1 投標書如獲接納，中標者即成為該投標物業之買方。
- 3.2 買方會在承約期間屆滿時或之前獲書面通知(「接納書」)其投標書已被接納，接納書會按要約表格指明的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。接納書在投郵後的第 2 個工作日視為已經正式收到。
- 3.3 在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式의正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於招標期間在售楼處審閱。為免疑問，買方將被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。(如適用)倘該物業由多於一個物業組成，(a) 買方只須簽署一份包括全部該物業的正式合約，及(b)賣方不會及無責任為每一個該物業的樓價進行分攤。
- 3.4 (a) 如買方有意以其授權人代表其簽署正式合約：-
- (i) 賣方律師將不會於買賣該物業事宜中代表買方，買方須另聘律師作為其代表；及
 - (ii) 相關授權書須由賣方事先批准。
- (b) 所有向賣方之指定財務機構作出的貸款申請、貸款文件及附帶文件(統稱「貸款文件」)須由買方親身簽署。以授權人簽署貸款文件不會被接受。

4. 其他事項

- 4.1 投標者宜注意，賣方只會回答關於該招標物業的一般問題，而不會就本招標文件或關於該物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方的代理人新鴻基地產(銷售及租賃)代理有限公司，地址為香港港灣道 30 號新鴻基中心 45 樓(查詢熱線: 3119 0008)。
- 4.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作為或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。
- 4.3 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件任何種類的改動及/或增加，該投標書將被視為不符合規定的投標書。
- 4.4 如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

PART 2: CONDITIONS OF SALE

1. In these Conditions of Sale, terms defined in the Tender Notice shall have the same meaning when used herein unless otherwise defined below:-

“Development” means Imperial Cullinan, No. 10 Hoi Fai Road, Kowloon.

“this Preliminary Agreement” means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document.

2. The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the Purchase Price and on the terms and conditions contained in this Preliminary Agreement.
3. The sale and purchase shall be completed at the office of the Vendor’s Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) in accordance with the terms of the Agreement.
4. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-
 - (a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance;
 - (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.
5. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
6. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
7. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholders.
8. The Purchaser shall attend the office of the Vendor’s solicitors together with the Tender Document and the Letter of Acceptance within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor’s solicitors without amendment; (ii) to pay the sum abovementioned as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement as set out in clause 18.
9. If the Purchaser fails to sign the Agreement within 5 working days after the date of the Letter of Acceptance:-
 - (a) this Preliminary Agreement is terminated;
 - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
 - (c) the Vendor does not have any further claim against the Purchaser for the failure.

10. The measurements of the Property are set out in the attached Schedule 1.
11. The sale and purchase of the Property includes the fittings, finishes and appliances as set out in the attached Schedule 2.
12. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
13. The Purchaser acknowledges receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 14 and fully understands its contents.
14. For the purposes of clause 13, the following is the "Warning to Purchasers"—
 - (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
 - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
 - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
 - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
 - (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
15. If the Purchaser shall also instruct the Vendor's solicitors to act for him in respect of the purchase of the Property, the Vendor shall bear such solicitors' legal fees in respect of the Agreement and the subsequent Assignment in favour of the Purchaser.

16. If the Purchaser chooses to instruct his own solicitors to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment.
17. All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment to the Purchaser shall be borne and paid by the Purchaser.
18. All stamp duty (including without limitation any ad valorem stamp duty, special stamp duty, buyer's stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong)) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.
19. All plan fees, the costs of certified copies of the relevant title deeds including plan fees for such certified copies, search fees, registration fees and other disbursements shall be borne by the Purchaser. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any mortgage of the Property.
20. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.
21. The Purchaser shall before delivery of vacant possession of the Property by the Vendor pay to the Manager or the Vendor all management fee deposit, special fund, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the Deed of Mutual Covenant and Management Agreement and the Purchaser shall reimburse the Vendor for all payment including without limitation all utilities deposits already paid by the Vendor in respect of the Property.
22. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
23. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
24. Time shall in every respect be of the essence of this Preliminary Agreement.
25.
 - (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
 - (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
 - (c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
 - (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and

- (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.

26. In this Preliminary Agreement:-

- (a) “**saleable area**” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);
- (b) “**working day**” has the meaning given by section 2(1) of that Ordinance;
- (c) the floor area of an item under clause (a) of each Property set out in Schedule 1 is calculated in accordance with section 8(3) of that Ordinance; and
- (d) the area of an item under clause (b) of each Property set out in Schedule 1 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

第 2 部分：出售條款

1. 除非招標公告另有定義，在本出售條款中，下列詞語應具有下列含義：
 - 「發展項目」 指九龍海輝道 10 號瓏璽。
 - 「本臨時合約」 指買方根據招標文件遞交投標書，以及賣方根據招標文件的接納書而訂立的合約；
2. 招標文件連同接納書構成賣方與買方就買賣該物業的有約束力的協議。賣方須以樓價並按本臨時合約所載條款及條件出售該物業，而買方須以樓價並按本臨時合約所載條款及條件購買該物業。
3. 買賣須根據正式合約的條款於辦公時間(即指由上午 10 時起至同日下午 4 時 30 分為止期間)內，在賣方律師的辦事處完成。
4. 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：
 - (a) 由買方於接納書的日期之後的第 5 個工作日或之前簽立；及
 - (b) 由賣方於接納書的日期之後的第 8 個工作日或之前簽立。
5. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
6. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。
7. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
8. 買方須於接納書的日期之後的 5 個工作日內攜帶招標文件及接納書到賣方律師的辦事處辦理下列手續(按：必須嚴守所訂日期。)：
 - (i) 簽署賣方代表律師所訂定之標準正式合約；
 - (ii) 在簽署正式合約之同時交付本臨時合約上列明應付之款項；及
 - (iii) 同時交付第 18 條所載就正式合約應付之所有印花稅。
9. 如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：
 - (a) 本臨時合約即終止；
 - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
 - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
10. 該物業的量度尺寸載列於附表 1。
11. 該物業的買賣包括的裝置、裝修物料及設備載列於附表 2。
12. 在不損害《物業轉易及財產條例》(第 219 章)第 13 條和第 13A 條的原則下，賣方不得限制買方依據法律就業權提出要求或反對的權利。
13. 買方確認已收到第 14 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。

14. 就上述第 13 條而言，「**對買方的警告**」內容如下—
- (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
 - (b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
 - (c) 現**建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.
 - (d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
 - (e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
15. 若買方亦聘用賣方之律師行為買方在本物業買賣之代表律師，賣方將承擔該律師行在處理正式合約及其後買方受益的轉讓契之法律費用。
16. 若買方選擇另聘律師代表其買入本物業，則買賣雙方須各自負責其在有關正式合約及其後之轉讓契之法律費用。
17. 買方律師有關處理、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的律師費用及雜項費用，全部由買方負責及支付。
18. 有關本臨時合約及/或正式合約及/或轉讓契之所有印花稅(包括但不限於根據香港法例第 117 章《印花稅條例》可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)，一概由買方負責支付。
19. 一切圖則費用、有關業權之契約之認證副本包括圖則之費用、查冊費、註冊費及其他支出款項均須由買方承擔。一切有關本物業按揭之法律費用及其他支出，均由買方負責。

20. 如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
21. 買方須在賣方交吉該物業予買方時繳付管理人或賣方一切管理費按金、特別基金、泥頭清理費、預繳管理費及其他根據大廈公契之其他按金及費用，買方並須償還賣方代該物業已支付的上述費用包括水電煤按金。
22. 買方如有更改地址或電話，須以書面通知賣方。
23. 本物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。
24. 買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
25.
 - (a) 賣方和買方無意賦予任何第三者權利依據《合約（第三者權利）條例》(第 623 章) (“該條例”) 強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。
 - (b) 本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章)的情況下。
 - (c) 若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(在該條例定義)可依據該條例強制執行任何該等條款時：
 - (i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於本臨時合約；及
 - (ii) 賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。
26. 在本臨時合約中—
 - (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
 - (b) “工作日”具有該條例第 2(1)條給予該詞的涵義；
 - (c) 附表 1 載列之每個單位的(a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及
 - (d) 附表 1 載列之每個單位的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。

出售條款附表1
Schedule 1 to Conditions of Sale

在本附表 1，買方根據本臨時合約購買的物業之量度尺寸才適用於本臨時合約。

In this Schedule 1, only the measurements of the Property purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement.

本物業的量度尺寸如下—

The measurements of the Property are as follows—

Property 物業: Flat A (being a duplex flat and including the flat roof adjacent thereto) on the 41st Floor of Tower 6A of Imperial Cullinan, No. 10 Hoi Fai Road, Kowloon
九龍海輝道 10 號瓏璽第 6A 座 41 樓 A 室(為複式單位並連其毗鄰之平台)

(a) 本物業的實用面積為 the saleable area of the Property is	240.056	平方米/ square metres/	2,584	平方呎，其中— square feet of which—
	* xxx	平方米/ square metres/	xxx	平方呎為露台的樓面面積； square feet is the floor area of the balcony;
	* xxx	平方米/ square metres/	xxx	平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform;
	* xxx	平方米/ square metres/	xxx	平方呎為陽台的樓面面積； square feet is the floor area of the verandah; and

(b) 其他量度尺寸為— other measurements are—

*空調機房的面積為 the area of the air-conditioning plant room	xxx	平方米/ square metres/	xxx	平方呎； square feet;
*窗台的面積為 the area of the bay window is	xxx	平方米/ square metres/	xxx	平方呎； square feet;
*閣樓的面積為 the area of the cockloft is	xxx	平方米/ square metres/	xxx	平方呎； square feet;
*平台的面積為 the area of the flat roof is	65,540	平方米/ square metres/	705	平方呎； square feet;
*花園的面積為 the area of the garden is	xxx	平方米/ square metres/	xxx	平方呎； square feet;
*停車位的面積為 the area of the parking space is	xxx	平方米/ square metres/	xxx	平方呎； square feet;
*天台的面積為 the area of the roof is	xxx	平方米/ square metres/	xxx	平方呎； square feet;
*梯屋的面積為 the area of the stairhood is	xxx	平方米/ square metres/	xxx	平方呎； square feet;
*前庭的面積為 the area of the terrace is	xxx	平方米/ square metres/	xxx	平方呎； square feet;
*庭院的面積為 the area of the yard is	xxx	平方米/ square metres/	xxx	平方呎。 square feet.

出售條款附表 2
Schedule 2 to Conditions of Sale

裝置、裝修物料及設備
Fittings, Finishes and Appliances

Internal Wall 內牆	– Emulsion paint where exposed. 牆身外露位置乳膠漆。
Flooring 地板	– Engineered timber flooring and natural stone for living / dining room. Engineered timber flooring or natural stone for bedroom(s). 客/飯廳為複合木地板及天然石材。睡房為複合木地板或天然石材。
Door 門	– Solid core timber door. 實心木門。
Bathroom 浴室	– Sanitary fittings are provided. Natural stone, mirror or mosaic feature or glass panel for wall; gypsum board and aluminium false ceiling; natural stone for floor. 提供潔具。牆身鋪砌天然石材、鏡面或馬賽克裝飾或玻璃裝飾；石膏板及鋁板假天花；地板為天然石材。
Kitchen 廚房	– Natural stones, mirror and stainless steel for wall; gypsum board and aluminium false ceiling; natural stone for floor; cooking bench finished with solid surface material. 牆壁鋪砌天然石材、鏡面、不銹鋼；石膏板及鋁板假天花；地板為天然石材；灶台面為實心面板材料。
Other Provisions 其他設備	– (i) Gas hob, cooker hood, refrigerator, 2-in-1 washer and dryer, microwave oven, television set; 煤氣煮食爐、抽油煙機、雪櫃、二合一洗衣乾衣機、微波爐、電視； (ii) Installed with water heater and exhaust fan; 裝設熱水爐及抽氣扇； (iii) Air-conditioner for living / dining room and bedroom(s). 客/飯廳及睡房裝設冷氣機。

[End of Part 2: Conditions of Sale]
[第2部分：出售條款完]

PART 3: OFFER FORM

(To be completed by the Tenderer)

To: **The Vendor**

1. Offer

I/We (whose name(s) and address(es) specified in the Schedule to this Offer Form), the Tenderer, hereby irrevocably offer to purchase the Tendered Property at the Tender Price specified in the Schedule to this Offer Form subject to the terms and conditions of this Tender Document and the Conditions of Sale.

I/We confirm that this tender is submitted on the basis that the Vendor will accept my/our tender for the purchase of all the Tendered Property and that I/we will be required to sign only one (1) Agreement covering all the Tendered Property.

2. Binding agreement if offer is accepted

I/We agree, accept and declare that in the event that this tender is accepted by the Vendor, then until the Agreement is signed, this Tender Document (together with the Vendor's written acceptance thereof and the Conditions of Sale) shall constitute a binding agreement between me/us and the Vendor on the terms and conditions contained in this Tender Document.

3. Address for receipt of Letter of Acceptance

I/We agree that the Hong Kong correspondence address specified in the Schedule to this Offer Form shall be the address for the purpose of receipt of Letter of Acceptance and/or return of cashier order(s) and/or cheque(s). The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.

4. Declarations, representations and warranties

I/We hereby declare, represent and warrant to the Vendor as follows:-

(a) **The information specified in the Schedule to this Offer Form is in all respects true and accurate in so far it is within my/our knowledge.**

(b) The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the Purchase Price of the Property, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Tendered Property, the Purchaser should report the case to the Independent Commission Against Corruption.

5. I/We authorize the Vendor to complete the particulars (now in blank) (if any) in the documents submitted together with this Tender Document.

Schedule to the Offer Form

(To be completed by the Tenderer)

<i>Section 1 – Particulars of the Tenderer</i>			
Name			
ID No. / Passport No. / BR No.			
Address/ Registered office			
Hong Kong Correspondence address (if different from above)			
Contact details	Name		
	Telephone		Fax

<i>Section 2 – Tendered Property</i>		
Tower	Floor	Flat
6A	41	A

<i>Section 3 – Tender Price</i>			
Tender price (HK\$)			
Cashier order	Amount (HK\$)	Bank	Cashier order no.
Cheque	Amount (HK\$)	Bank	Cheque no.

Section 4 – Payment plan

The Tenderer must choose one of the following payment plans (†please tick one payment plan only).

(If applicable) If the Tendered Property comprises more than one (1) property, the Tenderer must choose the same payment plan for all the Tendered Property. For details of the gifts, financial advantage or benefits, please refer to Annex 9.

† **ST4**

ST4 Payment Plan (ST4)

(I) Terms of Payment

- A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).
- A total of not less than 10% of the Purchase Price shall be paid within 90 days after the date of the Letter of Acceptance; and the balance of the Purchase Price shall be paid not earlier than 90 days after the date of the Letter of Acceptance. Subject to the aforesaid and to the proviso below, the Purchaser selects to pay the said 95% of the Purchase Price by the following installments as follows:
 - * [___ % of the Purchase Price shall be paid within _____ days after the date of the Letter of Acceptance]
 - * [___ % of the Purchase Price shall be paid within _____ days after the date of the Letter of Acceptance]
 - * [___ % of the Purchase Price shall be paid within _____ days after the date of the Letter of Acceptance]
 - * [___ % of the Purchase Price shall be paid within _____ days after the date of the Letter of Acceptance]
 - ___ % of the Purchase Price shall be paid within _____ days after the date of the Letter of Acceptance

*(*Please delete as appropriate)*

Note: The date of completion shall not be earlier than 90 days after the date of Letter of Acceptance.

(II) List of gifts, financial advantage or benefits (Please see Annex 9 for details)

1. Stamp Duty Offer(s)

(a) Stamp Duty Cash Rebate

Amount of the Stamp Duty Cash Rebate shall be equal to:- († *Please tick one only*)

- 10.5%** of the Purchase Price; or
- 2.975%** of the Purchase Price.

(If the Tenderer does not specify the amount, the default amount will be 2.975% of the Purchase Price.)

(b) Stamp Duty Transitional Loan (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)) (Note: The Purchaser shall make an application for the Stamp Duty Transitional Loan within 2 working days after the date of the Letter of Acceptance)

2. Loan Offer

(a) Standby First Mortgage Loan (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)); OR

(b) Standby Second Mortgage Loan (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))

3. First 3 Years Warranty Offer

4. Free Furniture Offer

5. Offer of Car Parking Space(s)

†□ ST5

ST5 Payment Plan (ST5)

(I) Terms of Payment

- A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).
- A total of not less than 10% of the Purchase Price shall be paid within 90 days after the date of the Letter of Acceptance; and the balance of the Purchase Price shall be paid not earlier than 90 days after the date of the Letter of Acceptance. Subject to the aforesaid and to the proviso below, the Purchaser selects to pay the said 95% of the Purchase Price by the following installments as follows:
 - *[__% of the Purchase Price shall be paid within ____ days after the date of the Letter of Acceptance]
 - *[__% of the Purchase Price shall be paid within ____ days after the date of the Letter of Acceptance]
 - *[__% of the Purchase Price shall be paid within ____ days after the date of the Letter of Acceptance]
 - *[__% of the Purchase Price shall be paid within ____ days after the date of the Letter of Acceptance]
 - __% of the Purchase Price shall be paid within ____ days after the date of the Letter of Acceptance

*(*Please delete as appropriate)*

Note: The date of completion shall not be earlier than 90 days after the date of Letter of Acceptance.

(II) List of gifts, financial advantage or benefits (Please see Annex 9 for details)

1. Loan Offer
 - (a) Standby First Mortgage Loan (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)); OR
 - (b) Standby Second Mortgage Loan (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))
2. First 3 Years Warranty Offer
3. Free Furniture Offer
4. Offer of Car Parking Space(s)

Section 5 – Declaration regarding ad valorem stamp duty and buyer’s stamp duty (†Please tick as appropriate)

- (a) I am/We are [subject to/ not subject to] the buyer’s stamp duty;
- (b) Higher rates (Scale 1) of ad valorem stamp duty is [applicable/ not applicable] to my/our purchase of the Property;
- (c) I am/each of us is acquiring the Property [on my own behalf and not on behalf of any other person(s)/ on behalf of other person(s)].

I/We hereby confirm and declare that, notwithstanding anything contained in the Tender Document, if the declaration made under this Section 5 is incorrect, inaccurate or misleading, the Vendor’s designated financing company is entitled, at its sole and absolute discretion, to adjust the amount of the Stamp Duty Transitional Loan (if any) provided to me/us in accordance with Section 4 of this Offer Form or to reject my/our application for the Stamp Duty Transitional Loan.

Section 6 – Related Tender(s)(if any) († Please tick as appropriate)

† I/We confirm that I/we have, at the same time of submitting this Tender Document, submitted separate Offer Form(s) (in the Tenderer’s sole name but not in joint names with others) as follows (“**Related Tender(s)**”) :-

	Tower	Floor	Flat
1.			
2.			

Please choose only one of the following († Please tick one of the following boxes) :-

- † I/We submit this tender on the condition that I/we wish to be awarded **ONE TENDER ONLY** amongst this tender and the Related Tender(s). I/We understand that if any one of this tender or the Related Tender(s) is accepted by the Vendor, other tenders would be disregarded and will not be considered or accepted by the Vendor. I/We also confirm, agree and accept that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.
- † I/We submit this tender on the condition that the Vendor shall not accept this tender unless the Vendor also accepts **ALL the Related Tender(s)** at the same time. I/We also confirm, agree and accept that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

† My/our Close Relative(s) (as hereinafter defined) (in the Close Relative(s)'s sole name(s) or in joint names with other (s)), whose name(s) is/are set out in the table below, has/have submitted separate Offer Form(s) as follows (“**Related Tender(s)**”):-

	Name of the Close Relative(s) (and other joint tenderer)	ID No.	Tower	Floor	Flat
1.					
2.					

I/We submit this tender on the condition that the Vendor shall not accept this tender unless the Vendor also accepts **ALL the Related Tender(s)** at the same time. I/We also confirm, agree and accept that the Vendor has the sole discretion to determine whether the Close Relative(s) relationship is satisfied and that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

I/We enclose herewith documentary proof (e.g. ID card, birth certificate, marriage certificate, etc.) of the Close Relative relationship for the Vendor’s consideration.

For the purpose of this Section 6, “Close Relative” means a spouse, parent, child, brother, sister, grandparent and grandchild of the Tenderer (or any one of Tenderer).

Section 7 – Intermediary (if any)

Name of sales person	
EA Licence No.	
Estate agency	
Contact No.	

Declaration regarding Intermediary (applicable only if an Intermediary is specified)

I/We declare and confirm that the Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary. The Vendor is not and will not be involved in any disputes between the Purchaser and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in this Tender Document.

Section 8 – Viewing of the Property (†Please tick either one)

† The Vendor has made the Property available for viewing by me/us and I/we have viewed the Property.

† I/We understand that I/we have the right to view the Property before submission of the tender and the Vendor has made the Property available for viewing by me/us, however, I/we have decided not to do so.

Section 9 – Declaration of relationship with the Vendor († Please tick as appropriate)

I/We [† **are** / **are not**] a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap. 621).

(A person is a related party to the Vendor if that person is:

- (a) a director of the Vendor; or a parent, spouse or child of such a director;*
- (b) a manager of the Vendor;*
- (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;*
- (d) an associate corporation or holding company of the Vendor;*
- (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or*
- (f) a manager of such an associate corporation or holding company.*

For the purpose of this Declaration, “manager has the meaning given by section 2(1) of the Companies Ordinance (Cap. 622) and “private company” has the meaning given by section 11 of the Companies Ordinance (Cap. 622)).

Section 10 – Submission checklist

The following documents are submitted together with this Tender Document (for details, please see paragraph 2.8 of the Tender Notice):-

- 1. Tender Document with the Offer Form completed and signed
- 2. Cashier order(s) and /or cheque(s)
- 3. Tenderer’s identification documents
- 4. Intermediary’s licence (if applicable)
- 5. Documentary proof of close relative relationship (if applicable)
- 6. Documents in Annex, duly signed and completed by the Tenderer:
 - (1) Warning to Purchasers (undated)
 - (2) Vendor’s Information Form (undated)
 - (3) Acknowledgement Letter Regarding Stamp Duty (undated)
 - (4) Letter Regarding Stamp Duty Cash Rebate (undated) (if applicable)
 - (5) Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers (undated)
 - (6) Acknowledgement Letter Regarding Marble (undated)
 - (7) Acknowledgement Letter Regarding Operation of Gondola (undated)
 - (8) Personal Information Collection Statement (undated)

Section 11 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)

We declare and agree as follows:-

1. The table below sets out the particulars of all the current directors of the Tenderer as at the date of this Offer Form.
2. All the procedures relating to the appointment as the Tenderer's directors have been completed before the date of this Offer Form.
3. If we are the successful Tenderer, except with the Vendor's prior written approval, there shall be no change (including any reduction, increase, substitution or replacement) of any of the Tenderer's directors for the period from (i) the date of the Offer Form to (ii) the date of the Letter of Acceptance.
4. The Vendor may at any time request and we shall at our own cost and expense provide all relevant corporate documents and information in relation to the Tenderer to show and prove the number and identity of all of the Tenderer's directors as set out in the table below.
5. The Vendor may refuse to sell the Property to the Tenderer if there shall be any breach in the requirements in this Section.

6.

Director(s)		
	Name	Hong Kong Identity Card No. / Passport No. / B.R. No.
1.		
2.		
3.		
4.		
5.		

Section 12 – Signature of the Tenderer and witness

I/We, the Tenderer, have read the entire Tender Document, the documents in the Annex, completed the Offer Form and the Schedule thereto. I/We agree to be bound by and confirm my/our acceptance the terms and conditions of the Tender Document.

(Note: The Offer Form must be signed by ALL of the Tenderers if there is more than one Tenderer. If the Tenderer is a company, the Offer Form must be signed by its authorized signatory(s) with company chop.)

Signed by the Tenderer:	Witnessed by:
X	X
Name of the authorized signature (if the Tenderer is a company):	Name of the witness:
Date:	

*[End of Part 3: Offer Form]
[End of the Tender Document]*

第 3 部份：要約表格

(由投標者填寫)

致：賣方

1. 要約

本人／我們(其名稱與地址載於本要約表格的附表)，即投標者，現不可撤銷地提出要約以本要約表格的附表中指明的投標價購買該投標物業，並受本招標文件及出售條款的條款及細則所約束。

本人／我們確認，本投標書當作基於賣方將會接納本人／我們投標一併購買全部該投標物業，以及本人／我們只須簽署一份包括全部該投標物業的正式合約而遞交。

2. 如要約獲接納將構成有效協議

本人／我們同意及聲明，如本投標書獲賣方接納，則在正式合約簽署之前，本招標文件(連同賣方的書面承約及出售條款) 構成本人／我們與賣方之間按照招標文件訂立的一份具約束力的協議。

3. 收取接納書的地址

本人／我們同意於本要約表格的附表中指明的香港通訊地址將作為收取接納書及退回銀行本票及／或支票的地址。接納書在投郵後的第 2 個工作日視為已經正式收到。

4. 聲明、陳述及保證

本人／我們現聲明、陳述及保證如下：

- (a) 本要約表格的附表中指明的資料，在本人／我們的所知的範圍內，均為真實及正確。
- (b) 除樓價、提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買該投標物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。

5. 本人／我們授權賣方完成連同本招標文件遞交的文件中的細節(現在留白)(如有)。

要約表格的附表

(由投標者填寫)

第1節 – 投標者的資料			
名稱			
身份證／護照／商業登記證號碼			
地址／註冊辦事處			
香港通訊地址(如與上面不同)			
聯絡資料	聯絡人		
	電話		傳真

第2節 – 投標物業		
座數	樓層	單位
6A	41	A

第3節 – 投標價			
投標價 (HK\$)			
銀行本票	金額 (HK\$)	銀行	本票編號
支票	金額 (HK\$)	銀行	支票編號

第4節 – 支付辦法

投標者須選擇下列其中一種付款計劃。(†請只剔一種付款計劃)

(如適用)倘投標物業有多於一個物業，投標者須就全部投標物業選擇相同的付款計劃。有關贈品、財務優惠或利益的詳情，請參閱附件 9。

† ST4

ST4 付款計劃(ST4)

(I) 支付條款

- 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付
- 合共不少於樓價 10%於不遲於接納書的日期後 90 日內繳付;及樓價餘額不可早於接納書的日期後 90 日繳付。在上文所述及下文的但書所規限下，買方選擇按以下分期繳付所述的樓價 95%：
 - *[樓價__%於接納書的日期後____日內繳付]
 - *[樓價__%於接納書的日期後____日內繳付]
 - *[樓價__%於接納書的日期後____日內繳付]
 - *[樓價__%於接納書的日期後____日內繳付]
 - 樓價__%於接納書的日期後____日內繳付

(*請刪去不適用者)

註：成交日不可早於接納書的日期後 90 日。

(II) 贈品、財務優惠或利益的列表 (請參閱附件 9)

1. 印花稅優惠

(a) 印花稅現金回贈

印花稅現金回贈的金額相等於：(†請剔其中一項)

樓價的 **10.5%**；或

樓價的 **2.975%**。

(如投標者沒有指明金額，金額將被認為樓價的 2.975%。)

(b) 印花稅過渡性貸款(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人) (注意：買方須於接納書的日期後 2 個工作日內申請印花稅過渡性貸款)

2. 貸款優惠

(a) 備用第一按揭貸款(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)；或

	<p>(b) 備用第二按揭貸款(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)</p> <p>3. 首 3 年保修優惠</p> <p>4. 送贈傢俱優惠</p> <p>5. 停車位優惠</p>
--	--

†□ST5

ST5 付款計劃 (ST5)

(I) 支付條款

- 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付
- 合共不少於樓價 10%於不遲於接納書的日期後 90 日內繳付;及樓價餘額不可早於接納書的日期後 90 日繳付。在上文所述及下文的但書所規限下,買方選擇按以下分期繳付所述的樓價 95% :
 - *[樓價__%於接納書的日期後____日內繳付]
 - *[樓價__%於接納書的日期後____日內繳付]
 - *[樓價__%於接納書的日期後____日內繳付]
 - *[樓價__%於接納書的日期後____日內繳付]
 - 樓價__%於接納書的日期後____日內繳付
(*請刪去不適用者)

註：成交日不可早於接納書的日期後 90 日。

(II) 贈品、財務優惠或利益的列表 (請參閱附件 9)

1. 貸款優惠
 - (a) 備用第一按揭貸款(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人);或
 - (b) 備用第二按揭貸款(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)
2. 首 3 年保修優惠
3. 送贈傢俱優惠
4. 停車位優惠

第5節-有關從價印花稅及買家印花稅的聲明(†請剔適用者)

- (a) 本人/吾等 [須/ 毋須]繳付買家印花稅；
- (b) 從價印花稅的較高稅率(第1標準) [適用/ 不適用] 於本人/吾等購買的該物業；
- (c) 本人/吾等各人在購入該物業時是[代表自己行事及並不代表任何其他人/ 代表他人行事]。

本人/我們確認，不論招標文件所載的任何規定，如本人/我們於本第5節的聲明並不真確、不準確或具有誤導成份，賣方指定財務機構有絕對酌情權決定調整根據本要約表格第4節向本人/我們提供的印花稅過渡性貸款(如有)的金額或拒絕本人/我們的印花稅過渡性貸款的申請。

第6節-相關投標書(如有)(†請剔適用者)

本人/我們(以本人/我們的名義而非與他人聯名)已遞交以下個別的要約表格(「**相關投標書**」)：

	座數	樓層	單位
1.			
2.			

請選擇以下其中一個選項：(†請剔其中一個方格)

- 本人/我們提交本投標的前提為本人/我們僅願賣方接受本投標書或相關投標書**其中的一個投標書**。本人/我們明白若賣方接受本人/我們的本投標書及相關投標書任何其中的一個投標書，其他的投標將不被理會及不被賣方考慮或接受。本人/我們亦確認、同意及接受賣方決定之投標結果為最終的，而本人/我們將不會就此提出任何申索或反對。
- 本人/我們提交本投標的前提為除非賣方亦同時接受**所有相關投標書**，否則賣方不得接受本投標。本人/我們亦確認、同意及接受賣方決定之投標結果為最終的，而本人/我們將不會就此提出任何申索或反對。

† 在以下列表列出名稱之本人／我們之近親(見義如下)(以近親的名義或與他人聯名)已遞交以下個別的要約表格(「**相關投標書**」):

	近親(及其他聯名投票者)之名稱	身份證號碼	座數	樓層	單位
1.					
2.					

本人／我們提交本人／我們提交本投標的前提為除非賣方亦同時接受**所有相關投標書**，否則賣方不得接受本投標。本人/我們亦確認、同意及接受賣方有唯一酌情權去決定是否有近親關係及賣方決定之投標結果為最終的，而本人/我們將不會就此提出任何申索或反對。

本人／我們附上近親關係的證明文件(例如：身份證、出世紙、結婚證書等)供賣方考慮。

為本第 6 節的目的，「近親」指投標者(或其中一位投標者)的配偶、父母、子女、兄弟、姊妹、祖父母、外祖父母、孫及孫女。

第7節- 中介人(如有)

地產代理姓名

地產代理牌照號碼

公司名稱

聯絡電話

關於中介人的聲明(僅於有指明中介人時適用)

本人／我們確認及聲明中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、承諾或陳述，無論在任何情況下賣方均無須就中介人所作出的任何協議、承諾或陳述向買方、中介人或任何其他人士負責。買方與中介人之任何糾紛一概與賣方無關。該物業之買賣交易嚴格依據招標文件進行。

第8節- 參觀該物業(†請剔其中一項)

† 賣方已開放該物業以供本人／我們參觀，而本人／我們亦已參觀該物業。

† 本人／我們明白本人／我們有權在遞交投標書前參觀該物業，而賣方已開放該物業以供本人／我們參觀，但本人／我們決定不參觀該物業。

第9節 – 與賣方關係的聲明(†請剔適用者)

就《一手住宅物業銷售條例》(第 621 章)而言，本人／我們 [是 / 不是] 賣方的「有關連人士」。

(如有以下情況，某人即屬賣方的「有關連人士」：

- (a) 該人是賣方的董事，或該董事的父母、配偶或子女；
- (b) 該人是賣方的經理；
- (c) 該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
- (d) 該人是賣方的有聯繫法團或控權公司；
- (e) 該人是上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或
- (f) 該人是上述有聯繫法團或控權公司的經理。

就本聲明而言，「經理」具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵意及「私人公司」具有《公司條例》(第 622 章)第 11 條給予該詞的涵意。

第10節 – 遞交清單

以下文件連同本招標文件遞交(詳情見招標公告第 2.8 段)：

- 1. 招標文件及要約表格已填妥及簽署
- 2. 銀行本票及/或支票
- 3. 投標者的身份證明文件
- 4. 中介人的牌照(如適用)
- 5. 近親關係的證明文件(如適用)
- 6. 由投標者填妥並簽署的附件的文件：
 - (1) 對買方的警告(未有填上日期)
 - (2) 賣方資料表格(未有填上日期)
 - (3) 關於印花稅的確認書(未有填上日期)
 - (4) 關於印花稅現金回贈的信件(未有填上日期)(如適用)
 - (5) 關於繼續開放物業予有興趣買家參觀的確認信(未有填上日期)
 - (6) 關於雲石的確認信(未有填上日期)
 - (7) 關於吊船操作的確認信(未有填上日期)
 - (8) 個人資料收集聲明(未有填上日期)

第 11 節 – 關於公司投標者的聲明(不適用於個人投標者)

我們聲明並同意如下：

1. 在本要約表格的日期之時投標者的所有現任董事的資料均已列於下表。
2. 所有委任投標者的董事的相關程序已在本要約表格的日期之前完成。
3. 如我們成為中標者，除非得到賣方事先書面同意，在本要約表格的日期至接納書的日期，投標者的董事均不會有任何改變(包括減少、增加、取代或更換)。
4. 賣方可在任何時間要求我們提供所有相關商業文件及資料以核實於下表列出的投票者的董事的資料，而投標者必須遵從該要求並自費提供所有上述文件及資料。
5. 如有任何違反本節的規定，賣方有權拒絕將物業出售予投標者。

董事

	名稱	香港身份證號碼 / 護照號碼 / 商業登記號碼
1.		
2.		
3.		
4.		
5.		

第12節 – 投標者及見證人的簽署

本人／我們，即投標者，已閱讀整份招標文件及附件中的文件，填妥要約表格及其附表。本人／我們同意遵守及接受招標文件的條款及細則。

(註：如投標者由多於一人組成，要約表格須由所有投標者簽署。如投標者為公司，要約表格須由其獲授權人士簽署及蓋上公司印章。)

投標者簽署：

見證人簽署：

X

X

獲授權人士的名稱(如投標者為公司)：

見證人名稱：

日期：

[第3部份：要約表格完]
[招標文件完]

附件 Annex

(附件不屬於招標文件的一部份。然而，投標者須簽署以下標有“#”號的文件並連同招標文件一併遞交及（如適用）須簽署以下標有“*”號的文件並連同招標文件一併遞交。)

(The Annex does not form part of the Tender Document. However, the Tenderer should note documents marked with “#” should be signed and submitted together with the Tender Document and (if applicable) documents marked with “” should be signed and submitted together with the Tender Document.)*

1. 對買方的警告 #
Warning to Purchasers #
2. 賣方資料表格 #
Vendor's Information Form #
3. 關於印花稅的確認書 #
Acknowledgement Letter Regarding Stamp Duty #
4. (只適用於選擇有印花稅優惠的付款計劃的投標者) 關於印花稅現金回贈的信件*
(For Tenderer electing payment plan with Stamp Duty Offer(s) only) Letter Regarding Stamp Duty Cash Rebate*
5. 關於繼續開放物業予有興趣買家參觀的確認信 #
Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers #
6. 關於雲石的確認信#
Acknowledgement Letter Regarding Marble #
7. 關於吊船操作的確認信 #
Acknowledgement Letter Regarding Operation of Gondola #
8. 個人資料收集聲明 #
Personal Information Collection Statement #
9. 贈品、財務優惠或利益的列表
List of gifts, financial advantage or benefits
10. 律師收費表
Legal fees
11. 嚴禁清洗黑錢宣傳單張
“Keep Money Laundering Away from Hong Kong” Leaflet

WARNING TO PURCHASERS
PLEASE READ CAREFULLY

對買方的警告
買方請小心閱讀

Vendor 賣方	Smart Globe Limited 駿球有限公司		
Address 地址	Imperial Cullinan / 瓏璽 (No. 10 Hoi Fai Road, South West Kowloon) (西南九龍海輝道10號)		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	6A	41	A
Purchaser(s) 買方			
I.D. / B.R. No. 身份證/商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
- (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
- (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
- (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

I/We acknowledge receipt of a copy of this warning and fully understand the contents thereof.
我/我們已收到此警告之副本及完全明白此警告之內容。

Dated this day of (Please leave undated upon tender submission)
公曆 年 月 日 (請勿於入標時填寫日期)

Signed by the Purchaser(s) 買方簽署

Vendor's Information Form
賣方資料表格

Vendor 賣方	Smart Globe Limited 駿球有限公司		
Address 地址	Imperial Cullinan / 瓏璽 (No. 10 Hoi Fai Road, South West Kowloon) (西南九龍海輝道10號)		
Property 該物業	Tower 座數	Floor 樓層	Flat 單位
	6A	41	A
Purchaser(s) 買方			
I.D. / B.R. No. 身份證/商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

a) The amount of the management fee that is payable for the Property 須就該物業支付的管理費用的款額	HK\$13,253 per month 港幣每月計
b) The amount of the Government rent (if any) that is payable for the Property 須就該物業繳付的地稅 (如有的話) 的款額	HK\$12,582 per quarter 港幣每季計
c) The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	No 沒有
d) The name of the manager of the Development 發展項目的管理人的姓名或名稱	Royal Elite Service Company Limited 帝譽服務有限公司
e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development 賣方自政府或管理處接獲的關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知	No 沒有
f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響該物業的任何待決的申索	No 沒有

Date of Printing: 10/03/2020
印製日期: 10/03/2020

Signed by the Purchaser(s) 買方簽署

Acknowledgement Letter regarding Stamp Duty
關於印花稅的確認書

TENDERER MUST
COMPLETE THIS PAGE
投標者須填妥本頁

Vendor 賣方	Smart Globe Limited 駿球有限公司		
Address 地址	Imperial Cullinan / 瓏璽 (No. 10 Hoi Fai Road, South West Kowloon) (西南九龍海輝道10號)		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	6A	41	A
Purchaser(s) 買方			
I.D. / B.R. No. 身份證/商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

The Purchaser hereby confirms and acknowledges that the Purchaser is aware of the following and their implications prior to the signing of the preliminary agreement for sale and purchase (“**Preliminary Agreement**”) and the formal agreement for sale and purchase (“**Agreement for Sale and Purchase**”) of the Property:

買方謹此確認及知悉在簽署上述物業之臨時買賣合約(「**臨時合約**」)及正式買賣合約(「**買賣合約**」)之前，買方已獲悉以下事項及其影響：

New rate of Ad Valorem Stamp Duty

新從價印花稅稅率

1. The Stamp Duty (Amendment) Ordinance 2018 was gazetted on 19 January 2018 with retrospective effect from 5 November 2016. Any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to new ad valorem stamp duty (“**AVD**”) at a flat rate of 15% (“**New Rate**”). AVD at New Rate is applicable to any residential property (except that acquired by a Hong Kong permanent resident (“**HKPR**”) who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition) acquired either by an individual or a company.

《2018 印花稅(修訂)條例》已於 2018 年 1 月 19 日刊憲，法例具有追溯效力至 2016 年 11 月 5 日。任何在 2016 年 11 月 5 日或以後簽立以買賣或轉讓住宅物業的文書，除獲豁免或另有規定外，均須繳付以劃一 15% 新稅率(「**新稅率**」)計算的從價印花稅。任何以個人或公司名義取得的住宅物業(除非該住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業)，均須繳付以新稅率計算的從價印花稅。

Tightening Up of Exemption Arrangement

收緊豁免安排

2. The Stamp Duty (Amendment) (No.2) Ordinance 2018 was gazetted on 20 April 2018 with retrospective effect from 12 April 2017. Unless specifically exempted or otherwise provided by law, any instrument executed on or after 12 April 2017 for the sale and purchase or transfer of residential property, if covering more than one residential property, will be subject to AVD at New Rate even though those residential properties are acquired by a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition.

《2018 印花稅(修訂)(第 2 號)條例》已於 2018 年 4 月 20 日刊憲，法例具有追溯效力至 2017 年 4 月 12 日。除獲特定豁免或另有法律規定外，任何在 2017 年 4 月 12 日或以後簽立以買賣或轉讓住宅物業的文書，若該文書包含多於一個住宅物業，則即使該等住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業，仍須按新稅率繳付從價印花稅。

3. There is no change to the circumstances under which AVD at Scale 2 rates is applicable or AVD is exempt.

可按第 2 標準稅率繳納「從價印花稅」或可獲豁免「從價印花稅」的情況沒有改變。

4. For details of the applicable exemptions to AVD at New Rate, please browse the Inland Revenue Department website (www.ird.gov.hk).

有關以新稅率計算的「從價印花稅」適用的豁免，詳情請瀏覽稅務局網頁 (www.ird.gov.hk)。

Procedures to be followed by the Purchaser who does not apply for the Transitional Loan under the Payment Plan
不申請付款計劃中過渡性貸款之買方須遵守的程序

5. If the Purchaser claims that the AVD at Scale 2 rates shall apply and/or buyer's stamp duty ("BSD") shall be exempted:-
如買方聲稱應適用以第 2 標準稅率計算的從價印花稅及/或應豁免買家印花稅：
- (a) The Purchaser or each of the Purchaser (as the case may be) shall make a statutory declaration (the "**Statutory Declaration**") (in the prescribed form) accompanied with a copy of your Hong Kong Identity Card(s).
買方或每名買方(視適用情況而定)須作出法定聲明(依照訂表格)及附上閣下的香港身分證副本。
 - (b) The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors :-
買方承諾向賣方律師交付並促使其律師向賣方律師交付：
 - (i) within 17 days from the date of the Agreement for Sale and Purchase, a certified true copy of the Statutory Declaration together with a duly completed Form IRSD 118 and other supporting documents which the Stamp Office may from time to time require; and
在買賣合約訂立之日起 17 天內，「法定聲明」的認證副本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他證明文件；及
 - (ii) within 1 month from the date of the Agreement for Sale and Purchase, a certified true copy of the Agreement for Sale and Purchase duly stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.
在買賣合約訂立之日起 1 個月內，一份已加蓋應付印花稅之買賣合約的認證副本，或印花證明書的認證副本，以證明已完全繳付買賣合約之印花稅。
6. If the present transaction is subject to payment of the AVD at New Rate, the AVD at New Rate will be payable within 30 days after execution of the relevant Agreement for Sale and Purchase.
如本項交易須繳付以新稅率計算的從價印花稅，以新稅率計算的從價印花稅須在有關買賣合約簽立日期後 30 天內繳交。

Procedures to be followed by the Purchaser who applies for the Transitional Loan under the Payment Plan
申請付款計劃中過渡性貸款之買方須遵守的程序

7. Please refer to the "Letter regarding Stamp Duty Cash Rebate" for details.
詳情請參閱「關於印花稅現金回贈的信件」。

Other Matters
其他事項

8. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.
本人/我們確認及知悉，若本人/我們不能全數準時支付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，本人/我們須就此向賣方作出十足的彌償。
9. I/We understand that I/we shall be solely responsible for ascertaining whether I/we am/are HKPR, subject to the BSD and subject to the AVD at New Rate.
本人/我們明白，本人/我們有責任確定本人/我們是否香港永久性居民、是否需要繳付「買家印花稅」及是否需要繳付以新稅率計算的「從價印花稅」。
10. I/We acknowledge and agree that I/we shall pay all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by me/us or any third party (if applicable) if I/we claim exemption from BSD or AVD at New Rate, as the case may be.
本人/我們知悉及同意，若本人/我們有意申請豁免「買家印花稅」或豁免以新稅率計算「從價印花稅」(視情況而定)，本人/我們須支付所有就該申請而必需由本人/我們或第三方(如適用)作出的「法定聲明」所涉及的法律費用及開銷。

11. I/We acknowledge that this document does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt. Whether the AVD at Scale 2 rates will be applicable to me/us and/or whether I/we shall be exempted for BSD is subject to the decision of the Collector of Stamp Revenue.
本文件不構成你們給予本人／我們任何意見或陳述。本人／我們明白如有疑問，本人／我們應徵詢專業人士之意見。印花稅署署長對於以第 2 標準稅率計算的「從價印花稅」是否適用於本人／我們及／或本人／我們是否可獲豁免「買家印花稅」有決定權。
12. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.
本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。
13. The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.
本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Letter regarding Stamp Duty Cash Rebate
關於印花稅現金回贈的信件

Vendor 賣方	Smart Globe Limited 駿球有限公司		
Address 地址	Imperial Cullinan / 瓏璽 (No. 10 Hoi Fai Road, South West Kowloon) (西南九龍海輝道10號)		
Property 本物業	Tower 座	Floor 樓層	Flat 單位
	6A	41	A
Purchaser(s) 買方			
I.D. / B.R. No. 身份證/商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

To 致: The Purchaser 買方

- We, Smart Globe Limited, refer to your purchase of the Property under a preliminary agreement for sale and purchase (the “**Preliminary Agreement**”).
本公司駿球有限公司現就閣下根據一份臨時買賣合約(以下稱「**臨時合約**」)購買該物業一事致函閣下。
- The purpose of this letter is to confirm our offer to you, subject to and in accordance with the terms and conditions of this letter, in particular the fulfillment of your obligations in paragraph 3 below:-
本信件之目的是為了確認本公司按照本信件所列的條款與細則(尤其是有關閣下履行以下第3段所列責任的條款)，向閣下提供：-

(If you have selected Payment Plan ST4) a Stamp Duty Cash Rebate which amount shall be equal to 10.5% of the Purchase Price or 2.975% of the Purchase Price (depending on the amount specified in the Offer Form (which forms part of the Preliminary Agreement)).
(如閣下選擇付款計劃 ST4)印花稅現金回贈，金額相等於樓價的 10.5%或樓價的 2.975% (視乎在要約表格(該要約表格構成臨時合約一部份)中所指明的金額)。
- By signing this letter, you agree the following which shall be binding on you whether or not you shall apply for the Stamp Duty Cash Rebate:-**
簽署本信件即表示閣下同意以下各項，不論閣下是否申請印花稅現金回贈，以下仍對閣下有約束力：
 - You shall execute a legally binding formal agreement for sale and purchase of the Property (in the form prescribed by the Vendor without amendments) (the “**Agreement for Sale and Purchase**”) in accordance with the terms and conditions of the Preliminary Agreement.
閣下須按照臨時合約的條款與細則，簽署一份有法律約束力的正式買賣合約(按賣方規定的格式及不得作出修改)(以下稱「**買賣合約**」)。
 - You shall make payment of the further deposit, additional deposit(s), further part payment(s) and balance of purchase price within the time specified in the Agreement for Sale and Purchase and perform and observe all other terms and conditions in the Preliminary Agreement and the Agreement for Sale and Purchase.
閣下須於買賣合約規定的限期內支付加付訂金、額外訂金、進一步的部分付款及樓價餘額，並履行及遵守臨時合約和買賣合約所有其他條款與細則。
 - You shall, within the period prescribed by the Stamp Duty Ordinance, cause all the Preliminary Agreement, the Agreement for Sale and Purchase, the Assignment, any subsequent nomination and other chargeable agreement for sale (if any) to be stamped with all stamp duty payable thereon, and shall, upon request by the Vendor or the Vendor’s solicitors, also provide and procure your solicitors to provide the Vendor’s solicitors with certified copies thereof so duly stamped.
閣下須促使臨時合約、買賣合約、轉讓契、任何提名書及(如有)其他可予徵收印花稅的買賣協議在《印花稅條例》訂明的時限內加蓋所有應付的印花稅的印花，及在賣方或賣方代表律師要求時向賣方代表律師提供並促使其律師向賣方代表律師提供該等已加蓋印花的文書的核證副本。
 - If you have applied for the transitional loan from Honour Finance Company, Limited (“**Transitional Loan**”), upon signing of the Agreement for Sale and Purchase, you shall deposit with the Vendor’s solicitors a fund for the Vendor’s solicitors to arrange for the Agreement for Sale and Purchase and (where required by the Stamp Duty Ordinance) the Preliminary Agreement to be stamped by the Collector of Stamp Revenue within the time limit prescribed by the Stamp Duty Ordinance. The amount of the fund is equal to the amount of AVD (including the ad valorem stamp duty at the new rate of 15%) on the Agreement for Sale and Purchase (including the fixed fee for stamping a counterpart of the Agreement for Sale and Purchase) and (where required by the Stamp Duty Ordinance) the Preliminary Agreement; and (if applicable) the amount of BSD, less the Transitional Loan amount approved by Honour Finance Company, Limited. The above arrangement is without prejudice to your obligation to pay stamp duty under the Agreement for Sale and Purchase.

如閣下已向忠誠財務有限公司申請過渡性貸款(以下稱「**過渡性貸款**」), 在簽署買賣合約之時, 閣下須向賣方代表律師存放一筆款項, 以使賣方代表律師安排在《印花稅條例》訂明的時限內讓印花稅署署長為買賣合約及(如《印花稅條例》要求)臨時合約加蓋印花。該筆款項金額相等於買賣合約(包括加蓋買賣合約副本的定額費用)及(如《印花稅條例》要求)臨時合約的從價印花稅(包括以 15% 新稅率計算的從價印花稅)及(如適用)買家印花稅, 減忠誠財務有限公司批核的過渡性貸款的金額。以上安排是不減損閣下在買賣合約下支付印花稅的責任。

(d) If you claim that lower rates (Scale 2) of AVD shall apply and/or BSD shall be exempted:-
如買方聲稱應適用以較低稅率(第 2 標準)計算的從價印花稅及/或應豁免買家印花稅:

(i) You shall make a statutory declaration (“**Statutory Declaration**”) (in Form IRSD 131) accompanied with a copy of your Hong Kong Identity Card(s).
閣下須作出「法定聲明」(表格 IRSD 131)及附上閣下的香港身分證副本。

(ii) If you have applied for the Transitional Loan, upon signing of the Agreement for Sale and Purchase, you shall deliver to the Vendor’s solicitors the original Statutory Declaration together with a duly completed Form IRSD 118 and other forms or supporting documents which the Stamp Office may from time to time require.

如閣下已申請過渡性貸款, 在簽署買賣合約之時, 閣下須向賣方律師交付法定聲明的正本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他表格或證明文件。

4. **Your duly completed application form (in the form specified by us) (if necessary) together with the official receipt(s) for payment of AVD and (if applicable) BSD for applying for the Stamp Duty Cash Rebate must be received by us at least 30 days before the date of settlement of the balance of the purchase price as specified in the Agreement for Sale and Purchase.**
本公司必須於付清樓價餘額之日前最少 30 日收到閣下已填妥的申請印花稅現金回贈表格(須以本公司指定之格式)(如需要)連同從價印花稅及(如適用)買家印花稅的正式繳付收據。

5. Time shall be of the essence of this letter. Late submission of the application form and documents will not be accepted and your right to apply for the Stamp Duty Cash Rebate will be lost.

在本信件中的時間規定須嚴格遵守。過期遞交的申請表格及文件一概不予受理, 屆時閣下將喪失申請印花稅現金回贈的權利。

6. After we have received your application and duly verified the information to be correct:-

本公司收到閣下的申請並證實有關資料無誤後:-

(a) where you have not utilized the Transitional Loan, the Vendor will apply the Stamp Duty Cash Rebate for part payment of the balance of the purchase price directly.

如閣下沒有使用過渡性貸款, 賣方會將印花稅現金回贈直接用於支付部份樓價餘額; 或

(b) where you have utilized the Transitional Loan, the Stamp Duty Cash Rebate will first be paid to Honour Finance Company, Limited for repayment of any amount outstanding under the Transitional Loan and the balance (if any) will be applied for part payment of the balance of the purchase price.

如閣下已使用過渡性貸款, 則印花稅現金回贈會首先支付予忠誠財務有限公司用作償還過渡性貸款的未償還欠款, 餘款(如有)才會用於支付部份樓價餘額。

7. You hereby irrevocably authorize us to pay the Stamp Duty Cash Rebate in the manner specified in paragraph 6 above.

閣下謹此不可撤銷地授權本公司以上述第 6 段所述方式支付印花稅現金回贈。

8. After we have paid the Stamp Duty Cash Rebate, if the amount of the relevant stamp duty actually payable exceeds the amount based on which the Stamp Duty Cash Rebate is calculated, we are not required to pay any other or additional Stamp Duty Cash Rebate to you. In case of dispute, we have the right to determine the amount of the Stamp Duty Cash Rebate, and such determination shall be final and binding on you.

在本公司支付印花稅現金回贈後, 即使實際應付的相關印花稅金額大於計算印花稅現金回贈所依據的金額, 本公司亦無須再向閣下支付任何其他或額外印花稅現金回贈。若有爭議, 本公司有權決定印花稅現金回贈的金額, 有關決定為最終決定並對閣下具有約束力。

9. The benefit in this letter is personal to you and is only available to you as a purchaser of the Property who signs a preliminary agreement for sale and purchase of a residential property in Imperial Cullinan on or before the date (if any) specified in the relevant Price List of Imperial Cullinan. In any event, you shall only be entitled to receive the Stamp Duty Cash Rebate once for each residential property. The rights or benefits conferred on you under this letter are non-assignable and non-transferable, except that you may upon request by Honour Finance Company, Limited assign or charge your rights or benefits under this letter to Honour Finance Company, Limited for the purpose of securing your repayment of the Transitional Loan.

本信件的利益屬於閣下個人所有, 並且僅向作為「**瓏璽**」相關價單中規定的日期(如有)或之前簽署購買「**瓏璽**」住宅物業的臨時買賣合約的買方提供。不管怎樣, 閣下只可就每個住宅物業有權收取印花稅現金回贈一次。本信件賦予閣下的權利或利益不得轉讓或轉移, 但閣下可在忠誠財務有限公司要求時, 將閣下在本信件的權利或利益轉讓或轉移給忠誠財務有限公司, 作為閣下償還過渡性貸款的保證。

10. You may have to notify your bank of the Stamp Duty Cash Rebate in the mortgage application process. The bank may take into account the Stamp Duty Cash Rebate in determining the loan amount. For details, please make enquiry with the banks.

閣下在按揭申請中可能需要通知閣下的銀行有關印花稅現金回贈的安排。銀行決定提供貸款額時可能會考慮印花稅現金回贈。請向銀行查詢有關詳情。

Annex 4

附件 4

11. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.
本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。
12. For the purpose of this letter,
就本信件而言，
- “AVD” means the ad valorem stamp duty chargeable on the Preliminary Agreement and the Agreement for Sale and Purchase under the Stamp Duty Ordinance.
「從價印花稅」是指根據《印花稅條例》對臨時合約和買賣合約徵收的從價印花稅。
- “BSD” means the buyer’s stamp duty chargeable on the Preliminary Agreement and the Agreement for Sale and Purchase under the Stamp Duty Ordinance.
「買家印花稅」是指根據《印花稅條例》對臨時合約和買賣合約徵收的買家印花稅。
- “Stamp Duty Ordinance” means the Stamp Duty Ordinance (Cap. 117) as amended from time to time.
「《印花稅條例》」是指經不時修訂的《印花稅條例》(香港法例第 117 章)。
13. The Vendor and the Purchaser do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “CRTPO”) and agree that this letter shall be excluded from the application of the CRTPO.
賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(「該條例」)強制執行本信件下任何條款，並且同意排除該條例對本信件的適用。
14. In case of dispute, we reserve our rights to make the final decision on all matters arising from this letter and such decision shall be binding on you.
如有爭議，本公司有權就本信件引起的所有事宜作最後決定，該決定對閣下有約束力。
15. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
如本文件之中英文文本有任何歧義，一切以英文文本為準。

For and on behalf of
Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited
As agent of Smart Globe Limited



Authorized Signature(s)
授權人士簽署

After due and careful consideration of the contents of this letter, I/we agree to accept the same and be bound by all the terms and conditions herein set out and I/we hereby declare and represent to you that (please fill in a “✓” at the appropriate box):-

經小心考慮本信件的内容後，本人/吾等同意接受本信件所列的所有條款與細則及受其約束，本人/吾等謹此向賣方聲明及陳述(請在適用之方格內填寫「✓」號)：

- (a) I am/we are [*subject to* / *not subject to*] the buyer's stamp duty;
本人/吾等 [*須* / *毋須*] 繳付買家印花稅；
- (b) Higher rates (Scale 1) of ad valorem stamp duty is [*applicable* / *not applicable*] to my/our purchase of the Property;
從價印花稅的較高稅率(第 1 標準) [*適用* / *不適用*] 於本人/吾等購買的該物業；
- (c) I am/each of us is acquiring the Property [*on my own behalf and not on behalf of any other person(s)* / *on behalf of other person*].
本人/吾等各人在購入該物業時是 [*代表自己行事及並不代表任何其他* / *代表他人行事*]。

I/We acknowledge and understand that Smart Globe Limited relies on my/our declarations and representations made above in offering the Stamp Duty Cash Rebate to me/us.

本人/吾等知悉及明白駿球有限公司倚賴本人/吾等上述作出的聲明及陳述向本人/吾等提供印花稅現金回贈。

Signed by the Purchaser(s) 買方簽署

Note: Please use Block Letters. All fields in this notice must be completed. This form must be signed by ALL of the Purchasers if there are more than one Purchaser(s). If the Purchaser is a corporation, this form must be signed by its authorized signatory(s) with company chop.

附註：請使用正楷。本表格的所有欄必須填寫。本表格須由所有買方簽署。如買方為公司，須由公司之授權人士簽署及蓋上公司印鑑。

Acknowledgement Letter Regarding
Availability of Property for Viewing by Potential Purchasers
關於繼續開放物業予有興趣買家參觀的確認信

Vendor 賣方	Smart Globe Limited 駿球有限公司		
Address 地址	Imperial Cullinan / 瓏璽 (No. 10 Hoi Fai Road, South West Kowloon) (西南九龍海輝道10號)		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	6A	41	A
Purchaser(s) 買方			
I.D. / B.R. No. 身份證/商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

I/We, the undersigned, hereby acknowledge and confirm that before the signing of the Preliminary Agreement for Sale and Purchase (“**Preliminary Agreement**”) of the Property, I/we am/are fully aware of and accept the following matters :-

本人／我們，下述簽署人，僅此聲明及確認在簽署該物業之臨時買賣合約(「**臨時合約**」)之前，本人／我們清楚明白及接受下列事項:-

1. After my/our signing of the Preliminary Agreement of the Property, the Property will continue to be made available for viewing by potential purchasers until completion of the sale and purchase of the Property.
在本人／我們簽署該物業的臨時合約之後直至該物業的買賣完成之前，該物業將會繼續開放供有興趣買家參觀。
2. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.
如本函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Acknowledgement Letter Regarding Marble
關於雲石的確認信

Vendor 賣方	Smart Globe Limited 駿球有限公司		
Address 地址	Imperial Cullinan / 瓏璽 (No. 10 Hoi Fai Road, South West Kowloon) (西南九龍海輝道10號)		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	6A	41	A
Purchaser(s) 買方			
I.D. / B.R. No. 身份證/商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

I/We, the undersigned, hereby acknowledge and confirm that before the signing of the Preliminary Agreement for Sale and Purchase (“**Preliminary Agreement**”) of the Property, I/we am/are fully aware of and accept the following matters :-

本人／我們，下述簽署人，僅此聲明及確認在簽署該物業之臨時買賣合約(「**臨時合約**」)之前，本人／我們清楚明白及接受下列事項:-

1. I/We have inspected the marble in the Property and are fully satisfied with the colour and pattern of the marble.
本人／我們已視察該物業內的雲石並且完全滿意雲石的顏色及花紋。
2. I/We shall not (i) raise any objection or complaint in relation to the colour and pattern of the marble or (ii) request for the change or replacement of the marble due to the aforesaid reasons.
本人／我們不可(i)就雲石的顏色及花紋提出任何反對或投訴或(ii)因前述原因要求更換或替換雲石。

In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.
如本函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Acknowledgement Letter Regarding Operation of Gondola
關於吊船操作的確認書

Vendor 賣方	Smart Globe Limited 駿球有限公司		
Address 地址	Imperial Cullinan / 瓏璽 (No. 10 Hoi Fai Road, South West Kowloon) (西南九龍海輝道10號)		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	6A	41	A
Purchaser(s) 買方			
I.D. / B.R. No. 身份證/商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

I/We, the undersigned, hereby acknowledge and are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that :-

本人 / 吾等，下方簽署人，特此確認，本人 / 吾等簽署該物業的臨時買賣合約前已清楚明白以下事項：—

- (i) The manager of the Development (the "**Manager**") shall have the right at all times to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the roof or flat roof or the parapet walls of the roof or flat roof which forms part of a residential unit as may be determined by the Manager, a tracked telescopic jib gondola and/or any jib, davit arm, other equipment or device of management (the expression "gondola" includes all jibs, brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Common Facilities (both as defined in the Deed of Mutual Covenant incorporating Management Agreement in respect of the Development) provided that the use and enjoyment by the owner of his own residential unit shall not be materially adversely affected or prejudiced thereby.

發展項目的管理人(「**該管理人**」)有權在任何時候決定進入單位的天台或平台或天台或平台的矮牆以上之空間或部分空間以展開、保養、操作、搬動該等用作檢修、清潔、加強、保養、維修、翻新、裝飾、改善及 / 或換替發展項目的外牆的任何部分的履帶式伸縮吊臂吊船及 / 或任何吊臂、吊艇、其他設備或管理裝置(吊船一詞包括所有吊臂、托架、鉸鏈、柱或其他相關器材)，並讓吊船在有需要檢查、重建、維修、翻新、保養、清潔、髹油或裝飾所有或部分公用地方及公用設施(前述兩者均於大廈公契中定義)期間於上述空間短暫停留，惟不得嚴重影響或損害業主使用及享用其單位的權利。

- (ii) No owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place any items in the roof and/or flat roof or the parapet walls of the roof or flat roof forming part of his residential unit which in any way interferes with or affects or which is likely to interfere with or affect the operation of the gondola at any time in the course of the management and/or the maintenance of the Development.

業主不得作出或容許其租戶、佔用人、被許可人在屬於其單位的天台及 / 或平台或天台或平台的矮牆上作出任何行為、行動、事情、事項或放置任何物品以任何方式干擾、影響或可能干擾或影響該管理人於管理及 / 或維修發展項目期間時的吊船操作。

- (iii) My/our enjoyment of the roof(s), flat roof(s), balcony(ies) and/or utility platform(s) (if any) and/or the parapet walls of the roof(s), flat roof(s), balcony(ies) and/or utility platform(s) (if any) pertaining to the Property may be adversely affected during the operation of the gondola in the course of the management and/or the maintenance of the Development by the Manager.

該管理人在管理及 / 或維修發展項目期間操作吊船時，可能對本人 / 吾等享用屬於該物業的天台、平台、露台及 / 或工作平台 (如有者) 及 / 或天台、平台、露台及 / 或工作平台的矮牆(如有者)造成不利影響。

**TENDERER MUST COMPLETE
THIS PAGE
投標者須填妥本頁**

I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.

本人 / 吾等確認及聲明本人 / 吾等同意購入該物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。

In the event of any conflict or discrepancy between the Chinese and English versions of this Acknowledgement Letter, the English version shall prevail.

如本確認書之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

新鴻基地產(銷售及租賃)代理有限公司
個人資料收集聲明

收集閣下的個人資料

新鴻基地產(銷售及租賃)代理有限公司(「本公司」或「我們」)為提供服務及產品(包括處理閣下的物業交易),需要閣下不時向我們提供閣下的個人資料及詳情。若沒有所需的資料及詳情,我們可能無法提供閣下要求的服務及產品。

我們亦可能產生及編制有關閣下的資料。閣下提供的或我們不時產生及編制有關閣下的個人資料及詳情統稱為「閣下資料」。

本聲明列出閣下資料可能被用作的用途、閣下就我們使用閣下資料所同意的事項及閣下根據《個人資料(私隱)條例》(486章)(「條例」)的權利。

閣下資料可能被用作的用途

我們可能不時使用閣下資料作下列一個或多個用途:

- (i) 處理閣下的物業交易,包括準備文件和作出任何必要的安排以完成交易;
- (ii) 向閣下提供及管理優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益(不論屬財務性質或以贈品或其他形式提供);
- (iii) 如閣下尋求按揭、第二按揭、信貸融資或財務融通,與承按人或信貸融資或財務融通提供者聯絡以處理閣下的申請;
- (iv) 處理閣下就服務、產品、會籍或利益的申請或要求;
- (v) 促進物業管理及保安;
- (vi) 就我們或新鴻基地產集團(「集團」)任何其他成員或由集團成員及合資夥伴成立的合資公司(「合資公司」)提供的服務、物業、物業發展項目或產品的質量進行調查(自願性質參與);
- (vii) 促銷服務、物業、物業發展項目、產品及其他標的(詳情請參閱以下「在直接促銷中使用閣下資料」部分);
- (viii) 進行統計研究和分析(統計研究及分析結果將不會揭露閣下的身分);
- (ix) 與閣下溝通;
- (x) 調查及處理投訴;
- (xi) 預防或偵測非法或可疑活動;及
- (xii) 在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。

轉移閣下資料

為促進上述用途,我們可能於香港境內或境外轉移或披露閣下資料予下列各方,但任何轉移或披露閣下資料予其他人士以供其在直接促銷中使用將受以下「在直接促銷中使用閣下資料」部分所限。閣下資料可能被轉移至香港境外:

- (i) 集團任何成員;
- (ii) 閣下向其尋求按揭、第二按揭、信貸融資或財務融通的任何人士;
- (iii) 任何代理人、承包商或就我們的業務運作向我們提供行政、電訊、電腦或其他服務的第三方服務供應商;
- (iv) 對我們有保密責任的任何人士,包括我們的會計師、法律顧問或其他專業顧問;
- (v) 閣下物業交易涉及的任何人士;及
- (vi) 我們根據香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求需要向其作出披露的任何人士。

在直接促銷中使用閣下資料

- (i) 除非閣下同意或不反對，我們方可在直接促銷中使用閣下資料，及(ii) 除非閣下書面同意或不反對，我們方可向其他人士提供閣下資料以供其在直接促銷中使用。

就直接促銷，我們有意：

- (a) 使用我們不時收集、產生、編制或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據；
- (b) 向閣下促銷以下類別的服務及產品：
- (1) 集團成員、合資公司或其他委任我們代其銷售或推廣地產物業的人士提供的地產物業（包括泊車位）或物業發展項目；
 - (2) 我們、集團其他成員或合資公司提供的服務及產品（包括地產代理服務、信貸融資及財務服務）；
 - (3) 我們、集團其他成員或合資公司提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及
 - (4) 為慈善或非牟利用途的捐款或捐贈，或企業社會責任節目或活動；
- (c) 為換取金錢或其他財產，將以上(a)段所述的閣下資料提供予集團其他成員以供其在直接促銷以上(b)段所述的服務及產品類別中使用。

如閣下不欲我們如上述在直接促銷中使用閣下資料或向其他人士提供閣下資料以供其在直接促銷中使用，煩請在本聲明末端適當的方格內加上剔號（“✓”）行使閣下選擇不接受直接促銷的權利。閣下亦可在任何時候致函以下「查閱及改正閣下資料」部分所列地址選擇不接受直接促銷。

查閱及改正閣下資料

閣下有權根據條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求，可以指定的書面形式向我們的資料保障主任提出，其地址為香港港灣道 30 號新鴻基中心 45 樓。

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

本人已閱讀及明白本個人資料收集聲明，包括使用及轉移本人的個人資料作直接促銷用途有關的資訊。本人明白本人有權在下列方格內加上剔號（“✓”）表示拒絕該等使用或轉移。若本人不在有關方格內加上剔號（“✓”），新鴻基地產(銷售及租賃)代理有限公司可在直接促銷中使用本人的個人資料或將本人的個人資料提供予其他人士以供其在直接促銷中使用（視情況而定），有關詳情請參閱以上「在直接促銷中使用閣下資料」部分。

請不要向我發送直接促銷資訊。

請不要將本人的個人資料提供予其他人士以供其在直接促銷中使用。

簽署

姓名：

日期：

Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited
Personal Information Collection Statement

Collection of your personal information

From time to time, it is necessary for you to supply Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited ("SHKREA", "we", "us" or "our") with your personal information and particulars in connection with provision of services and products, including handling your property transaction(s). We may not be able to provide the services and products requested by you without the necessary information and particulars.

We may also generate and compile information about you. Personal information and particulars provided by you or generated and compiled by us about you from time to time is collectively referred to as "Your Information".

This Statement sets out the purposes for which Your Information may be used, what you are agreeing to with respect to our use of Your Information and your rights under the Personal Data (Privacy) Ordinance, Cap 486 ("Ordinance").

Purposes for which Your Information may be used

We may use Your Information for one or more of the following purposes from time to time:

- (i) handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
- (ii) providing you with and administering offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits whether of a financial nature, in the form of gifts or otherwise;
- (iii) where mortgages, second mortgages, credit facilities or financial accommodation are sought by you, liaising with the mortgagee(s) or provider(s) of credit facilities or financial accommodation to process the same;
- (iv) handling your applications or requests for services, products, memberships or benefits;
- (v) facilitating property management and security;
- (vi) conducting surveys (which is wholly on voluntary basis) on the quality of services, properties, property developments or products provided by us or any other member of Sun Hung Kai Properties Group ("Group") or joint venture company(ies) set up by member(s) of the Group and joint venture partners ("JV Companies");
- (vii) marketing services, properties, property developments, products and other subjects (please see further details in "Use of Your Information in direct marketing" section below);
- (viii) conducting statistical research and analysis (the outcome of which will not reveal your identity);
- (ix) communicating with you;
- (x) investigating and handling complaints;
- (xi) preventing or detecting illegal or suspicious activities; and
- (xii) making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.

Transfer of Your Information

To facilitate the purposes set out above, we may disclose or transfer Your Information to the following parties (whether within or outside Hong Kong) except that any transfer of Your Information to another person for it to use in direct marketing will be subject to "Use of Your Information in direct marketing" section below. Your Information may be transferred outside Hong Kong:

- (i) any member of the Group;
- (ii) any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;
- (iii) any agent, contractor or third party service provider who provides administrative, telecommunications, computer or other services to or support the operation of our business;
- (iv) any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers;
- (v) any person involved in your property transaction; and
- (vi) any person to whom we are required to make disclosure under any law, court order, direction, code or guideline applicable in or outside Hong Kong.

Use of Your Information in direct marketing

We may not (i) use Your Information in direct marketing unless you consent or do not object, or (ii) provide Your Information to another person for its use in direct marketing unless you consent or do not object in writing.

In connection with direct marketing, we intend:

- (a) to use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;
- (b) to market the following classes of services and products to you:
 - (1) real estate properties (including car parking spaces) or property developments offered by member(s) of the Group, JV Companies or other persons who engage us to sell or promote real estate properties for them;
 - (2) services and products offered by us, other members of the Group or JV Companies (including real estate agency services, credit facilities and financial services);
 - (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us, other members of the Group or JV Companies; and
 - (4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;
- (c) in return for money or other property, to provide Your Information described in (a) above to other members of the Group for their use in direct marketing the classes of services and products described in (b) above.

If you do NOT wish us to use Your Information in direct marketing or provide Your Information to other persons for their use in direct marketing as described above, please tick (✓) the appropriate box(es) at the end of this Statement to exercise your opt-out right. You may also write to us at the address set out in "Access to and correction of Your Information" section below to opt out from direct marketing at any time.

Access to and correction of Your Information

You have the right to request access to and correction of Your Information in accordance with the provisions of the Ordinance. Any data access request or data correction request may be made by a prescribed form in writing to our Data Protection Officer at 45/F., Sun Hung Kai Centre, 30 Harbour Road, Hong Kong.

In accordance with the provisions of the Ordinance, we have the right to charge you a reasonable fee for processing and complying with your data access request.

I have read and I understand this Personal Information Collection Statement, including the information about the use and transfer of my personal data for direct marketing. I understand that I have the right to opt out from such use or transfer by ticking (✓) the box(es) below. If I do not tick the relevant box, Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited may use my personal data in direct marketing or provide my personal data to other persons for their use in direct marketing (as the case may be), as more particularly set out in "Use of Your Information in direct marketing" section above

- Please do NOT send direct marketing information to me.
- Please do NOT provide my personal data to other persons for their use in direct marketing.

Signature

Name:

Date:

贈品、財務優惠或利益的列表

List of gifts, financial advantage or benefits

第 I 部份 Part I

1. 視乎買方其要約表格所選擇的支付辦法，賣方將就購買該物業向買方提供以下該支付辦法相關的贈品、財務優惠或利益。
Depending on the payment plan selected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits of the payment plan will be made available by the Vendor to the Purchaser in connection with the purchase of the Property.
2. 除非本列表另有定義，招標文件中各用語的定義適用於本贈品、財務優惠或利益的列表的用語。
All capitalised items in this list of gifts, financial advantage or benefits, unless otherwise defined, shall have the meanings ascribed to them in the Tender Document.
3. 如臨時合約及正式合約因任何原因終止或取消，則賣方提供贈品、財務優惠及利益的協議將無效。
The Vendor's offer to provide the gifts, financial advantage or benefits shall be withdrawn if the Preliminary Agreement and the Agreement is/are terminated or cancelled for whatever reason.
4. (如適用)根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠(如有);而有還款能力之要求(包括但不限於供款與入息比率之上限)將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。
(If applicable) According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the Purchaser in connection with the purchase of a residential property will be deducted from the purchase price when calculating the loan-to-value ratio by the bank; and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.
5. 所有就購買該物業而連帶獲得的任何折扣、贈品、財務優惠或利益均只提供予買方及不可轉讓。賣方有絕對酌情權決定買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。
All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of the Property are offered to first-hand Purchaser only and shall not be transferable. The Vendor has absolute discretion in deciding whether a Purchaser is entitled to those discount, gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those discount, gift, financial advantage or benefit. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.
6. (如適用)所有由賣方將提供用以支付樓價餘額部份的現金回贈(以向上捨入方式換算至整數)，在符合提供現金回贈的相關先決條件的情況下，賣方保留權利以其他方法及形式將現金回贈支付予買方。
(If applicable) For all cash rebate(s) (rounded up to the nearest integer) that will be offered by the Vendor for part payment of the balance of purchase price, subject to the relevant prerequisite for provision the cash rebate(s) being satisfied, the Vendor reserves the right to pay the cash rebate(s) to the Purchaser by other method(s) and in other manner.
7. (如適用)賣方的指定財務機構沒有亦將不會委任任何人士(第三方)處理就向任何擬借款人或任何指明類別的擬借款人批出貸款，無論是促使、洽商、取得或申請貸款，或是擔保或保證該筆貸款的償還或有關事宜。
(If applicable) The Vendor's designated financing company has not and will not appoint any person (third party) for or in relation to granting a loan to any intending borrower or any specified class of intending borrower, whether as to the procuring, negotiation, obtaining, application, guaranteeing or securing the repayment of such a loan.
8. (如適用)由賣方之指定財務機構提供的任何貸款，其最高貸款金額、息率及條款僅供參考，買方實際可獲得的貸款金額、息率及條款須視乎指定財務機構的獨立批核結果而定，而且可能受法例及政府、香港金融管理局、銀行及相關監管機構不時發出之指引、公布、備忘等(不論是否對指定財務機構有約束力)影響。買方必須提供指定財務機構所要求的資料及文件，否則貸款將不會獲批核。
(If applicable) The maximum loan amount, interest rate and terms of any loan to be offered by the Vendor's designated financing company are for reference only. The actual loan amount, interest rate and terms to be offered to the Purchaser shall be subject to the independent approval of the designated financing company, and may be affected by the laws and the guidelines, announcement, memorandum, etc. (whether the same is binding on the designated financing company) issued by the Government, Hong Kong Monetary Authority, banks and relevant regulatory authorities from time to time. The Purchaser shall provide information and documents requested from the designated financing company, otherwise, the loan shall not be approved.

(ST4) ST4 付款計劃
ST4 Payment Plan

1. 印花稅優惠
Stamp Duty Offer(s)

(a) 印花稅現金回贈
Stamp Duty Cash Rebate

買方在按正式合約完成買賣交易的情況下，可獲賣方提供印花稅現金回贈。印花稅現金回贈的金額相等於要約表格中所指明的金額。詳情請參閱附件 9.1(a)。

Subject to the completion of the sale and purchase in accordance with the Agreement, the Purchaser shall be entitled to a Stamp Duty Cash Rebate as offered by the Vendor which amount shall be equal to the amount specified in the Offer Form. Please see Annex 9.1(a) for details.

(b) 印花稅過渡性貸款(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)
Stamp Duty Transitional Loan (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))
(注意：買方須於接納書的日期後 2 個工作日內申請印花稅過渡性貸款)
(Note: The Purchaser shall make an application for the Stamp Duty Transitional Loan within 2 working days after the date of the Letter of Acceptance)

買方可向指定財務機構申請印花稅過渡性貸款或(如買方沒有使用印花稅過渡性貸款)可獲港幣\$5,000 現金回贈，印花稅過渡性貸款的最高金額為 (i) 就正式合約應付的從價印花稅的 70%，或 (ii) 於要約表格中所指明的印花稅現金回贈的金額，以較低者為準。詳情請參閱附件 9.1(b)。

The Purchaser may apply for a Stamp Duty Transitional Loan from the designated financing company or (if the Purchaser has not utilized the Stamp Duty Transitional Loan) shall be entitled to a HK\$5,000 Cash Rebate. The maximum Stamp Duty Transitional Loan amount shall be (i) the total amount of 70% of the ad valorem stamp duty chargeable on the Agreement, or (ii) the amount of the Stamp Duty Cash Rebate specified in the Offer Form, whichever is lower. Please see Annex 9.1(b) for details.

2. 貸款優惠
Loan Offer

買方可享有以下其中一項優惠：

The Purchaser shall be entitled to **ONLY ONE** of the following benefits:

(a) 備用第一按揭貸款(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)
Standby First Mortgage Loan (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))

備用第一按揭貸款的最高金額為淨樓價的 70%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附件 9.2(a)。

The maximum loan amount of the Standby First Mortgage Loan shall be 70% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. Please see Annex 9.2(a) for details.

(b) 備用第二按揭貸款(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)
Standby Second Mortgage Loan (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))

備用第二按揭貸款的最高金額為淨樓價的 25%，惟第一按揭貸款(由第一按揭銀行提供)及備用第二按揭貸款總金額不可超過淨樓價的 70%，或應繳付之樓價餘額，以較低者為準。詳情請參閱附件 9.2(b)。

The maximum loan amount of the Standby Second Mortgage Loan shall be 25% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Standby Second Mortgage Loan shall not exceed 70% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. Please see Annex 9.2(b) for details.

Annex 9
附件 9

上文『淨樓價』一詞指扣除第 1(a)段所述的印花稅現金回贈及第 1(b)段所述的港幣\$5,000 現金回贈(如有)後的該物業之樓價。

The term "Net Purchase Price" above means the amount of the Purchase Price of the Property after deducting the Stamp Duty Cash Rebate as set out in paragraph 1(a) and the HK\$5,000 Cash Rebate (if any) as set out in paragraph 1(b).

3. 首 3 年保修優惠

First 3 Years Warranty Offer

在不影響買方於正式合約下之權利的前提下，凡住宅物業(但不包括園景及植物(如有)及第 4 段所述的該傢俱)有欠妥之處(正常損耗除外)，而該欠妥之處並非由任何人之行為或疏忽造成，買方可於該物業的成交日起計 3 年內向賣方發出書面通知，賣方須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。首 3 年保修優惠受其他條款及細則約束。

Without affecting the Purchaser's rights under the Agreement, the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of completion of the sale and purchase of the Property rectify any defects (fair wear and tear excepted) to the Property (excluding the landscape area and plants (if any) and the Furniture as set out in paragraph 4) caused otherwise than by the act or neglect of any person. The First 3 Years Warranty Offer is subject to other terms and conditions.

4. 送贈傢俱優惠

Free Furniture Offer

買方可免費獲贈附件9.3所述之相關住宅物業之裝飾、傢俱和物件(『該傢俱』)。賣方或其代表不會就該傢俱作出任何保證、保養或陳述，更不會就其狀況、狀態、品質及性能，及其是否或會否在可運作狀態作出任何保證、保養或陳述。該傢俱將於住宅物業成交日以成交時之狀況連同住宅物業交予買方。任何情況下，買方不得就該傢俱提出任何異議或質詢。為免疑問，第3段所述的首3年保修優惠不適用於該傢俱。本優惠受其他條款及條件約束。

The Purchaser will be provided with the decoration, furniture and chattels of the relevant residential property as set out in Annex 9.3 hereto (the "Furniture") free of charge. No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect regarding the Furniture. In particular, no warranty, maintenance or representation whatsoever is given as to the condition, state, quality or fitness of any of the Furniture or as to whether any of the Furniture is or will be in working condition. The Furniture will be delivered to the Purchaser upon completion of the sale and purchase of the residential property in such condition as at completion together with the residential property. In any event, no objection or requisitions whatsoever shall be raised by the Purchaser in respect of the Furniture. For the avoidance of doubt, the First 3 Years Warranty Offer as set out in paragraph 3 does not apply to the Furniture. This offer is subject to other terms and conditions.

5. 停車位優惠

Offer of Car Parking Space(s)

表 1

Table 1

座數 Tower	樓層 Floor	單位 Unit
6A	41	A

購買列於以上表1內的住宅物業之買方可優先認購該發展項目的3個停車位(如買方已完成住宅物業的買賣交易)。買方須根據賣方日後公佈的停車位之銷售安排所規定的時限、條款及方法認購停車位，否則其優先認購停車位的優惠將會自動失效，買方不會為此獲得任何補償。停車位的售價及銷售安排詳情(包括但不限於揀選停車位的次序)將由賣方全權及絕對酌情決定，並容後公佈。

The Purchaser of the residential property set out in Table 1 above is entitled to have a priority to purchase three car parking spaces of the Development (if the Purchaser has completed the sale and purchase of the residential property). The Purchaser shall purchase the car parking spaces in accordance with time limit, terms and manner as prescribed by the sales arrangements of the car parking spaces to be announced by the Vendor. Otherwise, the priority to purchase the car parking spaces shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor. The price and sales arrangements details (including but not limited to the sequence for the selection of the car parking spaces) of car parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later.

(ST5) ST5 付款計劃
ST5 Payment Plan

1. 貸款優惠
Loan Offer

買方可享有以下**其中一項**優惠：

The Purchaser shall be entitled to **ONLY ONE** of the following benefits:

- (a) 備用第一按揭貸款(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)
Standby First Mortgage Loan (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))

備用第一按揭貸款的最高金額為樓價的 70%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附件 9.2(a)。
The maximum loan amount of the Standby First Mortgage Loan shall be 70% of the Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. Please see Annex 9.2(a) for details.

- (b) 備用第二按揭貸款(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)
Standby Second Mortgage Loan (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))

備用第二按揭貸款的最高金額為樓價的 25%，惟第一按揭貸款(由第一按揭銀行提供)及備用第二按揭貸款總金額不可超過樓價的 70%，或應繳付之樓價餘額，以較低者為準。詳情請參閱附件 9.2(b)。
The maximum loan amount of the Standby Second Mortgage Loan shall be 25% of the Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Standby Second Mortgage Loan shall not exceed 70% of the Purchase Price, or the balance of Purchase Price payable, whichever is lower. Please see Annex 9.2(b) for details.

2. 首 3 年保修優惠
First 3 Years Warranty Offer

在不影響買方於正式合約下之權利的前提下，凡住宅物業(但不包括園景及植物(如有)及第 3 段所述的該傢俱)有欠妥之處(正常損耗除外)，而該欠妥之處並非由任何人之行為或疏忽造成，買方可於該物業的成交日起計 3 年內向賣方發出書面通知，賣方須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。首 3 年保修優惠受其他條款及細則約束。

Without affecting the Purchaser's rights under the Agreement, the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of completion of the sale and purchase of the Property rectify any defects (fair wear and tear excepted) to the Property (excluding the landscape area and plants (if any) and the Furniture as set out in paragraph 3) caused otherwise than by the act or neglect of any person. The First 3 Years Warranty Offer is subject to other terms and conditions.

3. 送贈傢俱優惠
Free Furniture Offer

買方可免費獲贈附件9.3所述之相關住宅物業之裝飾、傢俱和物件(『該傢俱』)。賣方或其代表不會就該傢俱作出任何保證、保養或陳述，更不會就其狀況、狀態、品質及性能，及其是否或會否在可運作狀態作出任何保證、保養或陳述。該傢俱將於住宅物業成交日以成交時之狀況連同住宅物業交予買方。任何情況下，買方不得就該傢俱提出任何異議或質詢。為免疑問，第2段所述的首3年保修優惠不適用於該傢俱。本優惠受其他條款及條件約束。

The Purchaser will be provided with the decoration, furniture and chattels of the relevant residential property as set out in Annex 9.3 hereto (the "Furniture") free of charge. No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect regarding the Furniture. In particular, no warranty, maintenance or representation whatsoever is given as to the condition, state, quality or fitness of any of the Furniture or as to whether any of the Furniture is or will be in working condition. The Furniture will be delivered to the Purchaser upon completion of the sale and purchase of the residential property in such condition as at completion together with the residential property. In any event, no objection or requisitions whatsoever shall be raised by the Purchaser in respect of the Furniture. For the avoidance of doubt, the First 3 Years Warranty Offer as set out in paragraph 2 does not apply to the Furniture. This offer is subject to other terms and conditions.

4. 停車位優惠
Offer of Car Parking Space(s)

表 1
Table 1

座數 Tower	樓層 Floor	單位 Unit
6A	41	A

購買列於以上表1內的住宅物業之買方可優先認購該發展項目的3個停車位(如買方已完成住宅物業的買賣交易)。買方須根據賣方日後公佈的停車位之銷售安排所規定的時限、條款及方法認購停車位，否則其優先認購停車位的優惠將會自動失效，買方不會為此獲得任何補償。停車位的售價及銷售安排詳情(包括但不限於揀選停車位的次序)將由賣方全權及絕對酌情決定，並容後公佈。

The Purchaser of the residential property set out in Table 1 above is entitled to have a priority to purchase three car parking spaces of the Development (if the Purchaser has completed the sale and purchase of the residential property). The Purchaser shall purchase the car parking spaces in accordance with time limit, terms and manner as prescribed by the sales arrangements of the car parking spaces to be announced by the Vendor. Otherwise, the priority to purchase the car parking spaces shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor. The price and sales arrangements details (including but not limited to the sequence for the selection of the car parking spaces) of car parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later.

附件 9.1(a) 印花稅現金回贈

Annex 9.1(a) Stamp Duty Cash Rebate

- (I) 買方須於完成該物業之買賣交易日前最少30日以書面((如需要)連同就正式合約應付的所有印花稅的正式繳付收據及(如賣方要求)賣方代表律師樓的相關收據)向賣方申請印花稅現金回贈,賣方會於收到申請並證實有關資料無誤後將印花稅現金回贈直接用於支付部份樓價餘額。

The Purchaser shall apply to the Vendor in writing ((if necessary) accompanied with the official receipt(s) for payment of all stamp duty payable on the Agreement and (if the Vendor requests) the relevant receipt(s) of the Vendor's solicitors) for the Stamp Duty Cash Rebate at least 30 days before the date of completion of sale and purchase of the Property. After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the Stamp Duty Cash Rebate for part payment of the balance of the Purchase Price directly.

- (II) 如買方已從賣方的指定財務機構(『指定財務機構』)獲得印花稅過渡性貸款(詳情請參閱附件 9.1(b)),則印花稅現金回贈會首先支付予指定財務機構用作償還印花稅過渡性貸款的未償還欠款,餘款(如有)才會用於支付部份樓價餘額。

If the Purchaser has obtained the Stamp Duty Transitional Loan from the Vendor's designated financing company ("designated financing company") (please see Annex 9.1(b) for details), then the Stamp Duty Cash Rebate will first be paid to the designated financing company for repayment of any amount outstanding under the Stamp Duty Transitional Loan and the balance (if any) will be applied for part payment of the balance of the Purchase Price.

- (III) 在賣方支付印花稅現金回贈金額後,(如適用)即使實際就正式合約應繳付的相關印花稅金額大於計算印花稅現金回贈所依據的金額,賣方亦無須再向買方支付任何其他或額外印花稅現金回贈。若有爭議,賣方有權決定印花稅現金回贈的金額,有關決定為最終決定並對買方具有約束力。

After the Vendor has paid the amount of the Stamp Duty Cash Rebate, (if applicable) if the amount of the relevant stamp duty actually payable on the Agreement exceeds the amount based on which the Stamp Duty Cash Rebate is calculated, the Vendor is not required to pay any other or additional Stamp Duty Cash Rebate to the Purchaser. In case of dispute, the Vendor has the right to determine the amount of the Stamp Duty Cash Rebate, and such determination shall be final and binding on the Purchaser.

- (IV) 印花稅現金回贈受其他條款及細則約束。

The Stamp Duty Cash Rebate is subject to other terms and conditions.

附件 9.1(b) 印花稅過渡性貸款
Annex 9.1(b) Stamp Duty Transitional Loan

買方可向賣方的指定財務機構(『指定財務機構』)申請印花稅過渡性貸款(『過渡性貸款』)，主要條款如下：

The Purchaser can apply to the Vendor's designated financing company ("designated financing company") for a Stamp Duty Transitional Loan ("Transitional Loan"). Key terms are as follows:

- (I) 買方須於接納書的日期後 2 個工作日內向指定財務機構申請過渡性貸款。
The Purchaser shall make the application for the Transitional Loan to the designated financing company within 2 working days after the date of the Letter of Acceptance.
- (II) 買方須提供指定財務機構所要求的財務資料及文件。
The Purchaser shall provide financial information and documents upon request from the designated financing company.
- (III) 過渡性貸款的到期日為按正式合約完成該物業買賣交易的日期。
The maturity date of the Transitional Loan is the date of completion of sale and purchase of the Property in accordance with the Agreement.
- (IV) 利率為 5% p.a.。如買方在到期日或之前準時還清過渡性貸款，將獲豁免貸款利息。
Interest rate shall be 5% p.a.. If the Purchaser shall duly repay the Transitional Loan on or before the maturity date, interest on the Transitional Loan will be waived.
- (V) 所有過渡性貸款的法律文件須由賣方代表律師準備，並於賣方代表律師的辦事處簽署。買方無須支付任何申請貸款的手續費或法律費用。如買方就過渡性貸款另行自聘律師作為其代表律師，買方須負責其代表律師有關費用及雜費。
All legal documents of the Transitional Loan shall be prepared by the Vendor's solicitors and signed at the office of the Vendor's solicitors. The Purchaser will not be charged any handling fee or legal fee for processing the loan application. If the Purchaser shall instruct his/her/its own solicitors to act for him/her/it for the Transitional Loan, the Purchaser shall bear his/her/its own solicitors' relevant costs and disbursements.
- (VI) 在簽署正式合約之時，買方須向賣方代表律師存放一筆款項，以使賣方代表律師安排在印花稅條例訂明的時限內讓印花稅署署長為正式合約及(如印花稅條例要求)臨時買賣合約加蓋印花。該筆款項金額相等於正式合約(包括加蓋買賣合約副本的定額費用)及(如印花稅條例要求)臨時買賣合約的從價印花稅及(如適用)買家印花稅的總額，減過渡性貸款的金額。
Upon signing of the Agreement, the Purchaser shall deposit with the Vendor's solicitors a fund for the Vendor's solicitors to arrange for the Agreement and (where required by the Stamp Duty Ordinance) the preliminary agreement for sale and purchase to be stamped by the Collector of Stamp Revenue within the time limit prescribed by the Stamp Duty Ordinance. The amount of the fund is equal to the total amount of ad valorem stamp duty on the Agreement (including the fixed fee for stamping a counterpart of the Agreement) and (where required by the Stamp Duty Ordinance) the preliminary agreement for sale and purchase and (if applicable) the amount of buyer's stamp duty, less the Transitional Loan amount.
- (VII) (Only Applicable if the Purchaser is a limited company incorporated in Hong Kong)
If the Purchaser is a limited company incorporated in Hong Kong, each of its individual shareholder(s) shall charge all of his or her shareholdings in the Purchaser to the Vendor's designated financing company by executing a share charge in the prescribed form by the Vendor's designated financing company. The share charge(s) and all other legal documents shall be prepared by the Vendor's solicitors and signed at the office of the Vendor's solicitors. The Vendor's solicitors do not act for the individual shareholder(s) of the Purchaser in the share charge(s). The individual shareholder(s) of the Purchaser shall seek independent legal advice in relation to the share charge(s).
(只適用於買方為於香港註冊成立的有限公司)
倘買方為於香港註冊成立的有限公司，則其每名個人股東均須向賣方指定融資公司抵押其於買方的全部股權，每名個人股東需簽訂由賣方指定融資公司訂明格式的股份押記。股份押記和所有其他法律文件均須由賣方律師編制並於賣方律師辦公室簽署。賣方律師不代表買方個人股東以股份抵押方式行事。買方個人股東應就股份押記尋求獨立法律意見。
- (VIII) 買方敬請向指定財務機構查詢有關貸款用途及詳情。貸款批出與否及其條款，指定財務機構有最終決定權。不論貸款獲批與否，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and details of the loan. The approval or disapproval of the loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the loan is granted or not, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement.

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- (IX) 此貸款受其他條款及細則約束。
This loan is subject to other terms and conditions.
- (X) 賣方均無給予或視之為已給予任何就過渡性貸款之批核的陳述或保證。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the Transitional Loan.

1. 如買方享有印花稅現金回贈及沒有使用過渡性貸款，在買方按正式合約完成該物業買賣交易的情況下，可就每個住宅物業獲港幣\$5,000現金回贈(『港幣\$5,000現金回贈』)。
If the Purchaser has entitled the Stamp Duty Cash Rebate and not utilized the Transitional Loan, subject to completion of sale and purchase of the Property in accordance with the Agreement, a cash rebate of HK\$5,000 for each residential property (“HK\$5,000 Cash Rebate”) would be offered to the Purchaser.
2. 買方須於完成該物業之買賣交易日前最少30日，以書面向賣方申請港幣\$5,000現金回贈，賣方會於收到申請並證實有關資料無誤後將港幣\$5,000現金回贈直接用於支付部份樓價餘額。
The Purchaser shall apply to the Vendor in writing for the HK\$5,000 Cash Rebate at least 30 days before the date of completion of sale and purchase of the Property. After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the HK\$5,000 Cash Rebate for part payment of the balance of the Purchase Price directly.
3. 為免疑問，就購買該物業，買方只可選擇使用過渡性貸款或獲得港幣\$5,000現金回贈的其中一項。
For the avoidance of doubt, for the purchase of the Property, the Purchaser can only choose either to utilize the Transitional Loan or to obtain the HK\$5,000 Cash Rebate.

- 附件 9.2(a) 備用第一按揭貸款(『第一按揭貸款』)(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)
- Annex 9.2(a) **Standby First Mortgage Loan (“First Mortgage Loan”) (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))**

買方可向賣方的指定財務機構(『指定財務機構』)申請第一按揭貸款，主要條款如下：

The Purchaser can apply to the Vendor’s designated financing company (“designated financing company”) for the First Mortgage Loan. Key terms are as follows:

- (I) 買方必須於正式合約內所註明的完成該物業之買賣交易日前最少 60 日以書面向指定財務機構申請第一按揭貸款。
The Purchaser shall make a written application to the designated financing company for the First Mortgage Loan not less than 60 days before the date of completion of sale and purchase of the Property specified in the Agreement.
- (II) 第一按揭貸款以該物業之第一法定按揭作抵押。
The First Mortgage Loan shall be secured by a first legal mortgage over the Property.
- (III) 第一按揭貸款年期最長為 25 年。
The maximum tenor of First Mortgage Loan shall be 25 years.
- (IV) 第一按揭貸款的最高金額為(淨)樓價的 70%，惟貸款金額不可超過應繳付之樓價餘額。首 24 個月之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減 2.85% p.a.，期後之按揭利率為港元最優惠利率加 1% p.a.，利率浮動。最終利率以指定財務機構審批結果而定。
The maximum loan amount of the Standby First Mortgage Loan shall be 70% of the (Net) Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. Interest rate for the first 24 months shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited (“Hong Kong Dollar Best Lending Rate”) minus 2.85% p.a., thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
- (V) 買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近 2 年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查。
The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check on the Purchaser and his/her/its guarantor (if any).
- (VI) 第一按揭貸款申請須由指定財務機構獨立審批。
The First Mortgage Loan shall be approved by the designated financing company independently.
- (VII) 買方須就申請第一按揭貸款支付港幣\$5,000 不可退還申請手續費。
The Purchaser shall pay HK\$5,000 being the the non-refundable application fee for the First Mortgage Loan.
- (VIII) 所有第一按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及雜費。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第一按揭貸款的律師費用及雜費。
All legal documents of First Mortgage Loan shall be handled by the Vendor’s solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors’ costs and disbursements relating to the First Mortgage Loan.
- (IX) 指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。
In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.
- (X) 買方敬請向指定財務機構查詢有關第一按揭貸款用途及詳情。第一按揭貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論第一按揭貸款獲批與否，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the First Mortgage Loan. The approval or disapproval and the approved loan amount of the First Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the First Mortgage

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附件 9

Loan is granted or not, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement.

(XI) 第一按揭貸款受其他條款及細則約束。

The First Mortgage Loan is subject to other terms and conditions.

(XII) 賣方無給予或視之為已給予任何就第一按揭貸款之批核的陳述或保證。

No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the First Mortgage Loan.

- 附件 9.2(b) 備用第二按揭貸款(『第二按揭貸款』)(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)
- Annex 9.2(b) Standby Second Mortgage Loan (“Second Mortgage Loan”) (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))**

買方可向賣方的指定財務機構(『指定財務機構』)申請第二按揭貸款，主要條款如下：

The Purchaser can apply to the Vendor’s designated financing company (“designated financing company”) for the Second Mortgage Loan. Key terms are as follows:

- (I) 買方必須於正式合約內所註明的完成該物業之買賣交易日前最少 60 日以書面向指定財務機構申請第二按揭貸款。
The Purchaser shall make a written application to the designated financing company for the Second Mortgage Loan not less than 60 days before the date of completion of sale and purchase of the Property specified in the Agreement.
- (II) 第二按揭貸款年期最長為 25 年，或第一按揭貸款(由第一按揭銀行提供)之年期，以較短者為準。
The maximum tenor of Second Mortgage Loan shall be 25 years or the tenor of first mortgage loan (offered by the first mortgagee bank), whichever is shorter.
- (III) 備用第二按揭貸款的最高金額為(淨)樓價的 25%，惟第一按揭貸款(由第一按揭銀行提供)及備用第二按揭貸款總金額不可超過(淨)樓價的 70%，或應繳付之樓價餘額，以較低者為準。首 24 個月之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減 2.85% p.a.，期後之按揭利率為港元最優惠利率加 1% p.a.，利率浮動。最終利率以指定財務機構審批結果而定。
The maximum loan amount of the Standby Second Mortgage Loan shall be 25% of the (Net) Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Standby Second Mortgage Loan shall not exceed 70% of the (Net) Purchase Price, or the balance of Purchase Price payable, whichever is lower. Interest rate for the first 24 months shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited (“Hong Kong Dollar Best Lending Rate”) minus 2.85% p.a., thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
- (IV) 買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近 2 年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查。
The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check on the Purchaser and his/her/its guarantor (if any).
- (V) 第一按揭銀行須為指定財務機構所指定及轉介之銀行，買方並且須首先得到該銀行同意辦理第二按揭貸款。
The first mortgagee bank shall be nominated and referred by the designated financing company and the Purchaser shall obtain prior consent from the first mortgagee bank to apply for the Second Mortgage Loan.
- (VI) 第一按揭貸款(由第一按揭銀行提供)及第二按揭貸款申請須由有關承按機構獨立審批。
The first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall be approved by the relevant mortgagees independently.
- (VII) 所有第二按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及雜費。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第二按揭貸款的律師費用及雜費。
All legal documents of the Second Mortgage Loan shall be handled by the Vendor’s solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors’ costs and disbursements relating to the Second Mortgage Loan.
- (VIII) 買方須就申請第二按揭貸款支付港幣\$5,000 不可退還的申請手續費。
The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Second Mortgage Loan.
- (IX) 指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。
In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.

(X) 買方敬請向指定財務機構查詢有關第二按揭貸款用途及詳情。第二按揭貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論第二按揭貸款獲批與否，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。

The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Second Mortgage Loan. The approval or disapproval and the approved loan amount of the Second Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the Second Mortgage Loan is granted or not, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement.

(XI) 第二按揭貸款受其他條款及細則約束。

The Second Mortgage Loan is subject to other terms and conditions.

(XII) 賣方無給予或視之為已給予任何就第二按揭貸款之批核的陳述或保證。

No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the Second Mortgage Loan.

備註： 銀行會根據香港金融管理局的指引，將第二按揭貸款的條款納入銀行的按揭審批考慮。詳情請向有關銀行查詢。

Note: The bank will, in the course of approving any mortgage, take into account the terms and conditions of the Second Mortgage Loan in accordance with Hong Kong Monetary Authority guidelines. For details, please enquire with the banks.

Annex 9**附件 9**

附件 9.3 送贈傢俱優惠

Annex 9.3 Free Furniture Offer

只適用於第 6A 座 41 樓 A 室

Applicable only to Flat A on 41/F of Tower 6A

Location 位置	Furniture and Chattels 傢俱和物件
Kitchen 廚房	Cabinet 組合櫃
Utility 工作房	Cabinet 組合櫃
Dining Room 飯廳	Cabinet 組合櫃
	Curtain 窗簾
	Pendant Light 吊燈
Living Room 客廳	Curtain 窗簾
	Pendant Light 吊燈
Master Bedroom 主人房	Curtain 窗簾
Bedroom 1 睡房 1	Curtain 窗簾
Bedroom 2 睡房 2	Curtain 窗簾
Bedroom 3 睡房 3	Curtain 窗簾
Bedroom 4 睡房 4	Curtain 窗簾

[贈品、財務優惠或利益的列表完]
[End of List of gifts, financial advantages or benefit]

Annex 10

附件 10

MAYER BROWN 孖士打律師行

Address : 18th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong (MTR exit "K")

地址 : 香港中環遮打道十號太子大廈十八字樓 (地鐵站 "K" 出口)

IMPERIAL CULLINAN (瓏璽)

Please bring the following documents upon signing the formal Agreement for Sale and Purchase

簽署正式買賣合約時，請攜帶以下文件：

1. Preliminary Agreement for Sale and Purchase
臨時買賣合約
2. Hong Kong Identity Card OR other identification document (if applicable) and **Original Address Proof** (e.g. utility bill or bank statement within the last 3 months)
香港身份證或其他身份證明文件 (如適用) 及 **住址證明正本** (例如最近三個月之水電費單或銀行月結單)
3. A cheque in favour of "Mayer Brown" for payment of plan fee for Agreement for Sale and Purchase and miscellaneous charges (details see table below)
支票抬頭請寫「孖士打律師行」，以支付買賣合約圖則費及雜項費用 (請參閱收費表)
4. A cashier order in favour of "Mayer Brown" for payment of further deposit of purchase price
本票抬頭請寫「孖士打律師行」，以支付樓價之加付訂金
5. A cashier order in favour of "Mayer Brown" for payment of stamp duty (see Remark 1 and Calculation of Ad Valorem Stamp Duty and Buyer's Stamp Duty)
本票抬頭請寫「孖士打律師行」，以支付買賣合約的印花稅 (請參閱備註(1)及從價印花稅及買家印花稅計算方法)

If Purchaser is a limited company, please bring the following documents upon signing the formal Agreement for Sale and Purchase.

如買方為有限公司，請在簽署正式買賣合約時，同時攜帶以下文件：

1. Certified copy Memorandum & Articles of Association
公司章程的認證副本
2. Certified copy of latest register of directors and annual return of the Company (Form X/D2/AR1/NNC1/NAR1/ND2A/ND2B)
最近期之董事名冊認證副本及公司周年申報表的認證副本 (Form X/D2/AR1/NNC1/NAR1/ND2A/ND2B)
3. Company Chop
公司膠印
4. Certified copy Board Minutes for the purchase of the premises
購買有關單位之公司董事會會議紀錄的認證副本
5. Certified copy Certificate of Incorporation of the Company
公司註冊證書的認證副本
6. Certified copy Business Registration Certificate
商業登記證的認證副本

Important Notice 重要的提醒

Further Deposit / Part Payment of Purchase Price and Balance of Purchase Price shall be paid by CASHIER ORDER drawn in favour of "MAYER BROWN"
加付訂金或繳付部份樓價及樓價餘款須以銀行本票支付，抬頭請寫「孖士打律師行」

If payments are made by direct cash deposit or by a third party, then further due diligence may have to be carried out by us on the source of funds as well as on the third party and this might delay the transaction.
如果直接以現金存款方式付款或由第三者付款，我們或須要對資金來源和第三者作進一步盡職調查，就此可能引致交易延誤。

TABLE OF CHARGES (for reference only - subject to final confirmation and adjustment) 收費表 (只供參考之用須作最後確認及調整)

Type of Documents 文件種類	(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
I. Formal Agreement for Sale and Purchase 正式買賣合約 Remark 1 備註(1) <u>Upon signing of the Agreement for Sale and Purchase, the Purchaser shall pay the ad valorem stamp duty and buyer's stamp duty (if applicable) by way of cashier order made payable to "Mayer Brown"</u> 買方必須在簽署正式買賣合約時用銀行本票支付從價印花稅及買家印花稅 (如適用)，本票抬頭請寫「孖士打律師行」	see Note (a) 見備忘錄 (a)	1. Land search fees and miscellaneous charges : \$400.00 田土廳查冊費及其他雜費 : \$400.00 2. Cost on account : \$ 3,000.00 預付律師費 : \$ 3,000.00 [See Note (a) (ii) 見備忘錄 (a)(ii)] 3. Registration fee : \$210.00 登記費: \$210.00 4. Part of certified copy charges of title deeds : \$858.00 部份 業權契據認證副本費用 : \$858.00 5. Company search fees (applicable to Corporate Purchaser only) : \$200.00 公司查冊費 (只適用於公司買家) : \$200.00 6. Plan fee for Agreement (per set) : Flat \$300.00

			<p>Roof \$300.00</p> <p>Duplex Flat \$600.00</p> <p>買賣合約圖則費 (每套):</p> <p>單位 \$300.00</p> <p>天台 \$300.00</p> <p>複式單位 \$600.00</p> <p>7. Stamp Duty and Buyer's Stamp Duty (please see Note on Stamp Duty) 印花稅及買家印花稅 (請參閱印花稅須知)</p> <p>8. Statutory Declaration to Stamp Office (if necessary): \$800.00 each 擬備印花稅署之法定聲明(如需要): 每份\$800.00</p>
II.	Assignment 轉讓契	see Note (a) 見備忘錄 (a)	<p>1. Land search fees and miscellaneous charges : \$400.00 田土廳查冊費及其他雜費: \$400.00</p> <p>2. Registration fee : \$450.00 登記費: \$450.00</p> <p>3. Plan fee for Assignment (per set) :</p> <p>Flat \$1,200.00</p> <p>Roof \$1,200.00</p> <p>Duplex Flat \$2,400.00</p> <p>轉讓契圖則費 (每套):</p> <p>單位 \$1,200.00</p> <p>天台 \$1,200.00</p> <p>複式單位 \$2,400.00</p> <p>4. Certified copies charges for remaining title deeds and documents : \$1,460.00 剩餘業權契據認證副本: \$1,460.00</p> <p>5. Costs for preparing Certified copy of Deed of Mutual Covenant with plans : \$525.00 大廈公契認證副本費連圖: \$525.00</p> <p>6. Stamp Duty : \$100.00 印花稅: \$100.00</p> <p>7. Company search fees (applicable to Corporate Purchaser only) : \$200.00 公司查冊費 (只適用於公司買家): \$200.00</p> <p>8. Board Resolution (applicable to Corporate Purchaser only) : \$500.00 公司會議記錄 (只適用於有限公司買家): \$ 500.00</p>
III.	(a) First Legal Mortgage 第一按揭契		<p>1. Land search fees and miscellaneous charges : \$400.00 田土廳查冊費及其他雜費: \$400.00</p> <p>2. Registration fee : \$450.00 登記費: \$450.00</p> <p>3. Filing fee at Companies Registry (applicable to Corporate Purchaser only) : \$340.00 公司註冊處按揭登記費 (只適用於公司買家): \$340.00</p> <p>4. Bankruptcy/winding up search fees : \$98.00 (each) 個人破產/公司清盤查冊費: \$98.00 (每人/每間公司)</p> <p>5. Company search fees (applicable to Corporate Purchaser only) : \$200.00 公司查冊費 (只適用於公司買家): \$200.00</p>
	Loan Amount : 貸款額		
	(i) not exceeding \$ 5,000,000.00 不超過\$5,000,000.00	\$ 5,000.00	
	(ii) between \$ 5,000,001.00 and \$7,500,000.00 \$5,000,001.00 至\$7,500,000.00 之間	\$ 7,500.00	
	(iii) between \$7,500,001.00 and \$10,000,000.00 \$7,500,001.00 至 \$10,000,000.00 之間	\$ 8,500.00	
	(iv) over \$10,000,000.00 超過\$10,000,000.00	0.1% of Loan Amount	
		[see Note (b)] [見備忘錄 (b)]	
	(b) Second Mortgage 第二按揭契	\$ 6,000.00	<p>1. Registration fee : \$450.00 登記費: \$450.00</p> <p>2. Adjudication fee for Second Mortgage : \$ 50.00 第二按揭契裁定費: \$50.00</p>
		[see Note (b)] [見備忘錄 (b)]	

			3. Filing fee at Companies Registry (applicable to Corporate Purchaser only): \$340.00 公司註冊處按揭登記費 (只適用於公司買家): \$340.00
	(c) if both of the First Legal Mortgage and Second Mortgage shall be handled by Mayer Brown 如第一按揭契及第二按揭契均由孖士打律師行辦理 First Legal Mortgage Loan Amount : 第一按揭貸款額 (i) not exceeding \$ 5,000,000.00 不超過\$5,000,000.00 (ii) between \$ 5,000,001.00 and \$7,500,000.00 \$5,000,001.00 至\$7,500,000.00 之間 (iii) between \$7,500,001.00 and \$10,000,000.00 \$7,500,001.00 至 \$10,000,000.00 之間 (iv) over \$10,000,000.00 超過\$10,000,000.00	\$ 9,000.00 0.1% of Loan Amount + \$4,000.00	
			[see Note (b)] [見備忘錄(b)]

NOTE 備忘錄:

(a) (i) Joint Legal Representation

If the Purchaser is the 1st purchaser of his unit from the Developer and the Purchaser also instructs the Developer's solicitors to act for him in the purchase, all legal costs (but exclusive of miscellaneous charges specified in column (B) of the Table of Charges) of and incidental to the preparation and completion of the formal Agreement for Sale and Purchase and the Assignment to be borne by the Purchaser will be waived.

買賣雙方共同委託律師

如買方為直接由發展商購買有關單位之首名買家及買方同時委託發展商律師作為其購買該單位的代表律師，則買方原先須支付有關準備及完成正式買賣合約及轉讓契之所有律師費用 (但不包括收費表 B 項所列之雜項費用) 將獲豁免。

(ii) Change of Legal Representation

If the Purchaser shall instruct his own Solicitors in completing the Assignment and/or First Legal Mortgage after signing of the formal Agreement for Sale and Purchase, the Purchaser shall forthwith pay the Developer's Solicitors the sum of HK\$3,000.00 being the costs of preparing the formal Agreement for Sale and Purchase (the cost on account of HK\$3,000.00 paid by the Purchaser on signing of the formal Agreement for Sale and Purchase will be applied towards this payment).

買方中途轉換律師

若買方在簽署正式買賣合約後，另行聘請自己的代表律師處理轉讓契及/或按揭契，則買方須立即向發展商代表律師支付港幣\$3,000，作為發展商律師處理正式買賣合約的律師費(買方在簽署正式買賣合約時所預付的律師費將可用於抵扣此款項)。

(iii) Separate Legal Representation

If the Purchaser elects separate representation, the Purchaser shall bear his/its own legal costs as well as all fees and disbursements.

買賣兩方分開委託律師

如買方聘用自己選擇的律師，買方須負責及繳付買方自己之律師費及一切雜項費用。

- (b) If it is necessary to act for potentially undue influenced party and prepare Acknowledgement of advice, additional charges for giving advice and preparing Acknowledgement of advice is HK\$1,500.00 for each set.
若須代表可能受不正當影響的一方及擬備確認書，則另加提供法律意見及擬備確認書費用每套港幣1,500.00元。

OTHER CHARGES (IF APPLICABLE)**其他費用 (若適用)**

- | | | |
|----|---|---|
| 1. | (a) Guarantee for 1 st Legal Mortgage and/or 2 nd Mortgage
第一按揭及/或第二按揭擔保書 | \$2,500.00 each
每份 \$2,500.00 |
| | (b) Fees for advising potentially undue influenced party and preparing Acknowledgement of advice
向可能受不正當影響的一方提供法律意見及擬備確認書費用 | \$1,500.00 each set
每套 \$1,500.00 |
| 2. | (Applicable to Corporate Purchaser) Particulars of Charge for filing at the Companies Registry and Board Resolution
公司買家另需付 (a) 按揭詳情 (公司註冊處登記用) (b) 會議記錄 | \$2,500.00 for each Company
每間公司每套\$2,500.00 |
| 3. | Supplemental Agreement
補充合約 | \$2,500.00 each
(exclusive of disbursements)
每份 \$2,500.00
(不包括雜項費用) |
| 4. | Power of Attorney
授權書 | \$3,000.00 each
(exclusive of disbursements)
每份 \$3,000.00
(不包括雜項費用) |
| 5. | For foreign corporate purchasers : | |
| | (a) fees for obtaining foreign lawyers' opinion | \$6,500.00 |
| | (b) obtaining up-to-date confirmation or opinion | \$1,500.00 |

(Remarks: Legal fees, charges and out-of-pocket expenses payable to foreign lawyers are **NOT** included)

(適用於海外公司買家)另加安排海外律師法律意見之費用

(註：海外律師費及須支付海外律師之支出費用等並不包括在內)

6. Mortgage costs as quoted above are applicable only for preparation of one single simple security deed for financing the purchase. Preparation of any additional security documents (including Rental Assignment, Share Mortgage/Share Charge, Subordination Agreement, Assignment of Loan, Loan Agreement, etc.) will be charged on time costs basis. Quotation of costs will be supplied upon request.
上述有關按揭之律師費用只適用於準備一份以物業為抵押之簡單按揭文件。若需準備其他抵押文件(包括租金轉讓文件 / 股票按揭/押記 / 從屬協議 / 貸款轉讓文件及貸款協議書等)，收費將會按所需時間計算。有關費用之報價可應要求另外提供。

Note on Stamp Duty

印花稅須知

On 4 November 2016, the Government announced that the Stamp Duty Ordinance would be amended to increase ad valorem stamp duty (“AVD”) rates for residential property transactions to a flat rate of 15%. Under the Government’s proposal, any instrument executed **on or after 5 November 2016** for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to the proposed new AVD rate (a flat rate at 15% of the consideration or value of the residential property, whichever is the higher).

政府於 2016 年 11 月 4 日宣佈將修訂《印花稅條例》以調高住宅物業交易的「從價印花稅」稅率至劃一 15%。根據政府的建議，任何在 **2016 年 11 月 5 日或以後** 簽立以買賣或轉讓住宅物業的文書，除獲豁免或另有規定外，均須按新的「從價印花稅」稅率繳付「從價印花稅」，稅率劃一為物業的售價或價值(以較高者為準)的 15%。

Calculation of Ad Valorem Stamp Duty at lower rates (Scale 2)
從價印花稅按較低稅率(第2標準)計算方法如下

Consideration 樓價	Ad Valorem Stamp Duty Payable 從價印花稅
(a) Up to \$2,000,000	HK\$100
(b) \$2,000,001 to \$2,351,760	HK\$100 + 10% of the excess over HK\$2,000,000
(c) \$2,351,761 to \$3,000,000	1.5%
(d) \$3,000,001 to \$3,290,320	HK\$45,000 + 10% of the excess over HK\$3,000,000
(e) \$3,290,321 to \$4,000,000	2.25%
(f) \$4,000,001 to \$4,428,570	HK\$90,000 + 10% of the excess over HK\$4,000,000
(g) \$4,428,571 to \$6,000,000	3.00%
(h) \$6,000,001 to \$6,720,000	HK\$180,000 + 10% of the excess over HK\$6,000,000
(i) \$6,720,001 to \$20,000,000	3.75%
(j) \$20,000,001 to \$21,739,120	HK\$750,000 + 10% of the excess over HK\$20,000,000
(k) \$21,739,121 and above	4.25%

Calculation of Ad Valorem Stamp Duty at higher rates (Scale 1)
從價印花稅按較高稅率(第1標準)計算方法如下

Consideration 樓價	Ad Valorem Stamp Duty Payable 從價印花稅
(a) Up to \$2,000,000	1.50%
(b) \$2,000,001 to \$2,176,470	\$30,000 + 20% of the excess over \$2,000,000
(c) \$2,176,471 to \$3,000,000	3.00%
(d) \$3,000,001 to \$3,290,330	\$90,000 + 20% of the excess over \$3,000,000
(e) \$3,290,331 to \$4,000,000	4.50%
(f) \$4,000,001 to \$4,428,580	\$180,000 + 20% of the excess over \$4,000,000
(g) \$4,428,581 to \$6,000,000	6.00%
(h) \$6,000,001 to \$6,720,000	\$360,000 + 20% of the excess over \$6,000,000
(i) \$6,720,001 to \$20,000,000	7.50%
(j) \$20,000,001 to \$21,739,130	\$1,500,000 + 20% of the excess over \$20,000,000
(k) \$21,739,131 and above	8.50%

Calculation of Ad Valorem Stamp Duty at Government's Proposed New Rate Announced on 4 November 2016
從價印花稅(按政府於2016年11月4日公告的建議新稅率)計算方法如下

15% of the consideration
樓價的 15%

Calculation of Buyer's Stamp Duty
買家印花稅計算方法如下

15% of the purchase price
樓價的 15%

You may contact us at Telephone No.2843 2211 during office hour Monday to Friday (9:30 a.m. to 12:00 noon and 2:15 p.m. to 5:00 p.m.) if you have any enquiry regarding the signing of the formal Agreement for Sale and Purchase.

如需查詢有關簽署正式買賣合約事宜,請於辦公時間內星期一至星期五(上午九時三十分至中午十二時正及下午二時十五分至五時正)致電 2843 2211,與我們聯絡。

Keep Money Laundering Away from Hong Kong

Lawyers and Public to Play Key Roles

To support Hong Kong in fulfilling its international obligations to combat money laundering and terrorist financing, lawyers will seek cooperation from the public in providing the following information before conducting transactions:

For Individuals

- Identification documents such as identity cards, passports or travel documents
- Address proof
- Particulars of occupation or business

For Corporations

- Documents of legal status such as Certificates of Incorporation and Business Registration Certificates
- Identification documents of directors or persons giving instructions
- Board resolution
- Details of the beneficial ownership or control structure

Lawyers will also need information on the nature, purpose, and source of funding for the transactions. More detailed information may be required for more complex or larger transactions. The new measures are now effective.

The requirement for lawyers to obtain client identification and gather information represents the

legal community's commitment to supporting the combat against money laundering and terrorist financing – an international obligation of Hong Kong. The Law Society of Hong Kong sincerely hopes that members of the public will cooperate with their lawyers and help maintain Hong Kong's integrity as an international financial centre.

Lawyers serve a key gate-keeping role in detecting and preventing money-laundering and terrorist financing. But lawyers will only be able to play this role effectively with the public's assistance.

By providing lawyers with the required information, members of the public are helping to make it harder for money launderers and terrorists to disguise their activities as legal transactions. The new requirement can deter money launderers and terrorists from abusing Hong Kong's legal services.

The new requirements for client identification and gathering information is not limited to common transactions such as property transactions and the administration of estates, but all business dealings conducted between lawyers and their clients, including litigation.

Client information provided to lawyers will be kept in strict confidence and in compliance with the Personal Data (Privacy) Ordinance. Only if lawyers detect suspicious money laundering or terrorist financing activities will they make a report to the law enforcement authorities as a statutory obligation. Failure to



disclose any transaction suspected to be connected with money laundering or terrorist financing is an offence under Hong Kong laws.

Frequently Asked Questions

Why does the Law Society of Hong Kong require lawyers to request information for identification and verification from their clients?

The purpose of requesting client identification is to detect and prevent money laundering and terrorist financing activities. The Law Society of Hong Kong is playing its part in helping Hong Kong to fulfill its international obligations as a member of the Financial Action Task Force on Money Laundering, an inter-governmental policy-making body that sets international standards and policies against money laundering and terrorist financing. Hong Kong has been a member of the Task Force since 1991 and is obliged to implement the Task Force's recommendations.

Apart from requesting identification information, will my lawyer ask me further questions?

Lawyers may ask further questions depending on the transactions. For instance, if you are buying a real property, they will ask you-

- What is the purpose of the transaction?
- What is your relationship with the intended owner (if you do not intend to be the registered owner)?
- What is the source of funding?

Additional information may be necessary for complex or unusually large transactions.

What is meant by suspicious transaction?

Lawyers will look into the nature, complexity and scale of the transaction when ascertaining whether it is suspicious. Examples of suspicious transactions are those involving-

- A secretive entity
- Unusual instructions
- Unusual settlement requests

What if I do not want to disclose my information?

If lawyers are unable to obtain the required information from their clients, they may refuse or cease to act for them.

What will my lawyer do with my documents? Will my personal documents be kept confidential and not passed to other parties?

Client information will as always be kept in strict confidence and in compliance with the Personal Data (Privacy) Ordinance. However, if lawyers detect suspicious money laundering or terrorist financing activities, they will be required by law to report the same to the law enforcement authorities.

A secretive entity

Unusual instructions

Unusual settlement requests



律師與市民齊參與 打擊清洗黑錢活動

為配合香港履行打擊清洗黑錢及恐怖分子融資活動的國際責任，律師在接受市民委託辦理任何事務前，會要求他們合作提供以下資料：

- 個別人士**
 - 身份證明文件，如身份證、護照、旅遊證件
 - 地址證明
 - 職業或商業詳細資料
- 公司**
 - 法律狀況文件，如公司註冊證書或商業登記證
 - 董事或委託人的身份證明文件
 - 董事會決議案
 - 實益擁有人或控制權結構

此外，律師必須向客戶查詢有關交易的性質、目的、資金來源等資料。如果是較複雜或金額較大的交易，律師可能需要向客戶索取進一步資料。這些新措施現已生效。

要求律師向客戶索取身份證明文件及其他資料代表法律界對支持打擊清洗黑錢及恐怖分子融資活動的一份承擔。香港律師會衷心呼籲市民與律師合作，合力維護香港作為國際金融中心的誠信。

法律界必須得到市民的支持，才能夠做好把關人的工作，協助政府打擊清洗黑錢和恐怖分子融資活動。

通過向律師提供所需的資料，公眾人士便能使不法分子更難把清洗黑錢和恐怖組織的融資活動，掩飾為合法業務。新措施對清洗黑錢及恐怖活動分子濫用香港法律服務，將發揮阻嚇作用。

向客戶索取身份證明及交易資料新措施，適用於市民委託律師處理的所有事務，包括資產交易和遺產管理，以至訴訟。

律師會依照個人資料(私隱)條例處理客戶提供的資料，確保資料絕對保密。律師只會在發現可疑交易或恐怖分子融資活動時，才按法律規定向執法機構舉報。根據香港法例，若發現任何懷疑與清洗黑錢和恐怖分子融資活動有關的交易而不舉報，均屬違法。

常見問題

香港律師會為何要求律師向客戶索取有關身份證明及核實資料？

索取客戶身份資料的目的，是為了偵查和預防清洗黑錢和恐怖分子融資活動。香港在1991年加入國際打擊清洗黑錢財務行動特別組織，該組織負責制定國際標準及政策，以打擊清洗黑錢和恐怖分子融資活動。香港作為成員之一，有責任履行組織的建議，香港律師會亦為此作出配合。

除身份證明文件外，律師還會進一步索取其他資料嗎？

律師將根據交易性質進行查證工作。例如辦理樓宇買賣時，律師可能提出以下問題：

- 交易目的為何？

- 如將來的物業持有人並非客戶本人，雙方的關係是什麼？
- 資金的來源是什麼？

如果是較複雜或金額不尋常的交易，客戶可能需要提供進一步資料。

何謂「可疑交易」？

律師將根據交易性質、複雜程度和金額等因素作出判斷。舉例說，若下列情況出現，交易便可能有可疑成份：

- 身份不明
- 不尋常的指示
- 不尋常的結算要求

我可否拒絕提供資料？

假如客戶未能提供所需資料，律師可能會拒絕或停止為該客戶服務。

律師將如何處理我所提供的資料？資料會否保密？會否轉交第三者？

律師會依照個人資料(私隱)條例處理客戶提供的資料，確保資料絕對保密。律師只在發現可疑交易時，才會按法律規定向執法機構舉報。

- 身份不明
- 不尋常的指示
- 不尋常的結算要求



你我攜手為香港把關 Gatekeeping for HKSAR

配合香港履行打擊清洗黑錢之國際責任
Your Support is Crucial to Hong Kong Fulfilling
International Obligations on Anti-Money Laundering



No Money

嚴禁清洗黑錢

Laundering