Tender Document No. 15 招標文件第 15 號

## **TENDER DOCUMENT**

## **INVITATION FOR PURCHASE OF PROPERTY**

## **BY WAY OF PUBLIC TENDER**

Tenders are invited for the purchase of the properties in

## **Century Link of Phase 1 of Century Link Development**

(being the properties as set out in the Sales Arrangements (as defined in the Tender Notice), unless previously withdrawn or sold)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 Century Link**" placed at the Sales Office (as defined in the Tender Notice) in a plain envelope and clearly marked "**Century Link**".

Vendor:	Pacific Earth Enterprise Limited 45 <sup>th</sup> Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong
Vendor's solicitors:	Woo Kwan Lee & Lo Room 2801, 28th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong
	Johnson Stokes & Master 18th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong
	Sit, Fung, Kwong & Shum
	25A, United Centre, 95 Queensway, Admiralty, Hong Kong
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

Tender Document No. 15 招標文件第 15 號

## 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

## 東環發展項目第一期東環

(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「東環」,放入位於售樓處(定義見招標公告)擺放的標示為「東環公開招標」的投標箱內。

- **賣方:** 利宙企業有限公司 香港港灣道 30 號新鴻基中心 45 樓
- **賣方律師: 胡關李羅律師行** 香港灣仔港灣道 30 號新鴻基中心 28 樓 2801 室

**孖士打律師行** 香港中環遮打道 10 號太子大廈 18 樓

#### 薛馮鄺岑律師行

香港金鐘道 95 號統一中心 25A

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. <u>Definitions</u>

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

"Acceptance Period"	means, in respect of each Property for Tender, the period between the Tender Commencement Date and Time and the date which is the fourteenth (14th) working day after the Tender Closing Date and Time (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;		
"extreme conditions announcement"	means an announcement made by the Chief Secretary for Administration stating the existence of extreme conditions that arise from a super typhoon or other natural disaster of a substantial scale during the period (including any extended period) specified in the announcement;		
"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 for sale by tender 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 the Information on Sales Arrangements No. 15 issued by the Vendor for Century Link of Phase 1 of Century Link Development (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;		
" <b>Tender Closing Date and Time</b> " 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 and Time"	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 Time and Tender Closing Date and Time;		
"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 Pacific Earth Enterprise Limited; and		
"Vendor's solicitors"	means		
	<ul> <li>Woo Kwan Lee &amp; Lo</li> <li>Johnson Stokes &amp; Master</li> <li>Sit, Fung, Kwong &amp; Shum</li> </ul>		

#### 2. <u>Procedures of Tender</u>

- 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 and Time, 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, remove any property from the Property for Tender and to modify, amend or revise any part of the Tender Document. Please refer to the Sales Arrangements issued from time to time for any adjustment of the Tender Closing Date and Time and any property removed from the Property for Tender. Any modification, amendment or revision of the Tender Document will be posted at the Sales Office. The Vendor is

not obliged to separately notify the Tenderers of such adjustment, modification, amendment or revision.

- 2.6 Tenderers should note the Vendor's solicitors do not act for any Tenderer in the process of this tender.
- 2.7 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)

In respect of each Tendered Property, 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 "WOO KWAN LEE & LO".

(ii) <u>Tenderer's identification document</u>

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, copies of the Certificate of Incorporation and the Business Registration Certificate (if any), copies of the latest register of directors and latest annual return (if any) of the Tenderer and copies of the ID Card/Passport of each director of the Tenderer.

(iii) <u>Intermediary's licence (if applicable)</u>

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

(iv) <u>Documentary proof of Close Relative relationship (if applicable)</u>

If the Tenderer's Close Relative(s) (as defined in the Schedule to the Offer Form) has submitted Related Tender(s) (as defined in the Schedule to the Offer Form), 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 Express (if applicable)
  - (5) Guarantee and Indemnity by Shareholder(s) of Purchaser and Guarantee and Indemnity by Director(s) of Purchaser (if applicable)
  - (6) Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers

- (7) Acknowledgement Letter Regarding Marble and Stone Material
- (8) Acknowledgement Letter Regarding Open Kitchen
- (9) Confirmation Letter Regarding Restriction on User and Assignment of Residential Car Parking Space(s) (if applicable)
- (10) Car Park Plan (if applicable)
- (11) Acknowledgement Letter Regarding Physical State of Residential Car Parking Space(s) (if applicable)
- (12) Acknowledgement Letter Regarding Financing Plans
- (13) Personal Information Collection Statement
- (14) List of gifts, financial advantage or benefits

# Please do <u>NOT</u> date any of the documents mentioned in this sub-paragraph (iv).

- (c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "**Century Link**"; and
- (d) placed in the tender box labelled "**Public Tender For Century Link**" placed at the Sales Office during the Tender Period.

In case a black rainstorm warning signal is issued or a typhoon signal no.8 or above is hoisted by the Hong Kong Observatory or an extreme conditions announcement is made by the Government of Hong Kong and is still in effect after 4:00 p.m. on the Tender Closing Date and Time, the Tender Closing Date and Time will be extended to 5:00 p.m. on the next working day in respect of which no black rainstorm warning signal is issued or typhoon signal no.8 or above is hoisted or extreme conditions announcement is made.

- 2.8 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.
- 2.9 (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 the Letter of Acceptance and return of cashier order(s) and/or cheque(s).
- 2.10 (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.
- 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. <u>Miscellaneous</u>

- 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 45<sup>th</sup> 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. <u>定義</u>

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**」 指就每一個該招標物業而言,由招標開始日期及時間至招 標截止日期及時間後的第 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;
- 「**極端情況公布**」 指政務司司長作出的公布,以述明由超強颱風或其他大規 模天災引起的極端情況,在該公布所指明的期間(包括延展 期間)存在;
- 「**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以招標方式出售的物業;
- 「樓價」」「樓價」」「超和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**」 指賣方發出的東環發展項目第一期東環的銷售安排資料第 15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;
- 「招標截止日期及時間」 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;
- 「招標開始日期及時間」 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,指招標開始日期及時間至招標 截止日期的期間及時間;
- 「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」 指利宙企業有限公司;及

指

- 胡關李羅律師行
- 孖士打律師行
- 薛馮鄺岑律師行

#### 2. 招標程序

- 2.1 賣方現按照載於本招標文件的條款及條件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及時間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 賣方保留權利更改招標截止日期及時間、減少訂明的招標物業,以及變更、修訂或修改招標文件的任何部份。請參閱不時發出的銷售安排關於招標截止日期及時間的更改及任何該招標物業的減少物業。招標文件的任何變更、修訂或修改,將會於售樓處張貼通知。賣方無須就上述更改、變更、修訂或修改另行通知投標者。
- 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 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

就每一個該投標物業而言,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「胡關李羅律師行」。

(ii) <u>投標者的身份證明文件</u>

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(如有)的複印本, 以及投標者最近期的董事登記冊、及最近期的周年申報表(如有)的複印本, 及投標者每名董事的身份證/護照的複印本。

(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(定義見要約表格的附表)已遞交相關投標書(定義見要約 表格的附表),近親關係的證明文件(例如:身份證、出世紙、結婚證書等) 副本。

- (iv) <u>由投標者填妥並簽署的附件的文件</u>
  - (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) 關於印花稅直送的信件(如適用)
  - (5) 買方股東之擔保及彌償及買方董事之擔保及彌償(如適用)
  - (6) 關於繼續開放物業予有興趣買家參觀的確認信
  - (7) 關於雲石及石材物料的確認信
  - (8) 關於開放式廚房的確認書
  - (9) 確認書(關於住戶停車位用途及轉讓的限制)(如適用)
  - (10) 車位平面圖(如適用)
  - (11) 有關住戶停車位狀況之確認函(如適用)
  - (12) 關於財務計劃的確認信
  - (13) 個人資料收集聲明
  - (14) 贈品、財務優惠或利益的列表

#### 請不要於本第(iv)分段所述的任何文件内填上日期。

- (c) 放入普通信封内,信封面上書明賣方收啓,並清楚註明「**東環**」;及
- (d) 於招標期間放入位於售樓處擺放的標示為「東環公開招標」的投標箱内。

若在招標截止日期及時間下午 4 時正後香港天文台發出黑色暴雨警告或八號或以上颱風 信號或香港政府發出極端情況公布及該警告或信號或公布仍然生效,截標日期及時間將 延至下一工作日的下午 5 時(而當天亦沒有發出黑色暴雨警告或八號或以上颱風信號或極 端情況公布)。

2.8 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 Page 11 Copyright © Johnson Stokes & Master 2025

97628411.1

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。

- 2.9 (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納書及退回銀行本票及/或支票的 地址。
- 2.10 (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隨時接納投標。投標書根據本招標文件的程序一經遞交,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的正式合約, 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樓處審閱。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。
- 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,買方須另聘律師作爲其代表;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. <u>其他事項</u>

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。任何陳述不得作爲或視作構 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的任何種類的改動及/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 Century Link Development.
"Phase"	means Phase 1 of the Development (Tower 3A & 3B, Tower 5A & 5B, Tower 6A & 6B, Residential Block 1, Residential Block 2 and Residential Block 3 of the residential development in the Phase are called "Century Link").
"this Proliminary Agreen	<b>ent</b> " means the agreement made bereunder by virtue of the

"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 22.
- 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 as follows (for residential property of the Property) see attached Schedule 1; (for residential car parking space of the Property) 12.5 square metres each.
- 11. The sale and purchase of the Property includes the fittings, finishes and appliances as follows (for residential property of the Property) see attached Schedule 2; (for residential car parking space of the Property) Nil.
- 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。
  - 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. The Purchaser will be required to covenant with the Vendor in the Agreement to the effect that in the event the Purchaser sub-sells the Property or transfer the benefit of the Agreement in any manner whatsoever before the completion of the sale and purchase of the Property, the Purchaser shall require each sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whomsoever (i) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including but not limited to identity card numbers and full addresses) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration and including but not limited to any commission, reservation or agency fees or any other amount which has been paid or given to any intermediate transaction in addition to the consideration payable to the Vendor for the purchase of the Property, and (ii) to procure from any subsequent sub-purchaser or other transferee whomsoever or new purchaser a covenant in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement to the same effect as sub-clause (i) above.
- 16. This Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.
- 17. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.
- 18. The Property is sold on an "as is" basis. (If the Purchaser has inspected the Property) The Purchaser agrees and acknowledges that he has duly inspected the Property, has knowledge of and accepts the existing state and condition of the Property.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. All stamp duty (including without limitation any ad valorem 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.
- 23. The Purchaser shall bear and pay a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant and Management Agreement and the Sub-Deed of Mutual Covenant (collectively, the "DMC") and the plans attached to the DMC, all costs for preparing certified copies of title deeds and documents of the Property and all plan fees for plans to be annexed to the Agreement and the Assignment of the Property. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any mortgage of the Property and all legal costs and charges of any other documents relating to the sale and purchase of the Property. All search fees, registration fees and other disbursements shall be borne by the Purchaser.
- 24. 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.

- 25. 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.
- 26. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
- 27. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
- 28. Time shall in every respect be of the essence of this Preliminary Agreement.
- 29. (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 subclause (c)(i) above.
- 30. In this Preliminary Agreement:-
  - (a) "**saleable area**" has the meaning given by section 8 of the Residential Properties (Firsthand 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.
- 31. If the Property under this Preliminary Agreement consists of a residential property as well as any residential car parking space(s), such Property shall be covered by one single formal agreement for sale and purchase and one single subsequent Assignment.

## 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」 指東環發展項目。

「期數」 指發展項目的第一期(期數中住宅發展項目的第3A及3B 座、第5A及5B座、第6A及6B座、1號住宅大樓、2號 住宅大樓及3號住宅大樓稱為「東環」)。

「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。

- 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。
- 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. 须就本臨時合約、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. 须就本臨時合約、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。
- 買方須於接納書的日期之後的 5 個工作日内擕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22 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個工作日内簽立正式合約:
  - (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. 該物業的量度尺寸如下一(就該物業的住宅物業而言)見附表 1;(就該物業的住宅停車位 而言)每個 12.5 平方米。
- 11. 該物業的買賣包括的裝置、裝修物料及設備如下一(就該物業的住宅物業而言)見附表 2; (就該物業的住宅停車位而言)沒有。

- 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. 買方須與賣方在正式合約中訂明,若買方轉售本物業或將正式合約權益轉讓予第三者, 則每個轉購人、受贈人、獲提名人、受益人、代辦人或其他承讓人(i)在以後的轉售合約 中列明所有確認人、獲提名人及其他買、賣本物業或任何相關利益人仕的詳細資料(包括 但不限于身份証號碼及地址),及全數金額或其他代價,包括但不限於任何佣金、訂購或 代理費用、或任何在其間交易所需繳付予任何人仕的款項,及(ii)在以後的轉售合約中訂 明,或在其他合約中加上有約束力的條文,致使每個轉購人或其他承讓人或新買家履行 第(i)分條中的責任。
- 16. 本臨時合約只適用於買方本身,買方無權要求賣方與任何其他人訂立任何正式合約,亦 無權將本臨時合約的利益轉讓予第三方。

- 17. 買方在購買本物業時完全知悉本物業及本物業內的裝置,裝修物料及設備的實質狀況, 並接受本物業及該等裝置,裝修物料及設備的現狀。
- 本物業以現狀形式出售。(如買方已視察該物業)買方同意及承認已到該物業實地視察, 並清楚及接受該物業現時之情況。
- 19. 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。
- 20. 若買方選擇另聘律師代表其買入本物業,則買賣雙方須各自支付其在有關正式合約及其後的轉讓契之法律費用。
- 21. 買方律師有關擬備、完成、釐印及登記給予買方的正式合約及其後的轉讓契所涉及的法 律費用及代墊付費用,全部由買方承擔及支付。
- 22. 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及附加印花稅),一概由買方承擔及支 付。
- 23. 一切製作、登記及完成公契及管理協議及副公契(統稱『公契』)之費用及附於公契之圖 則費用的適當分攤、所購物業的業權之契約之認證副本之費用及所購物業的買賣合約及 轉讓契之圖則費,均由買方負責。一切有關本物業按揭之法律費用及其他支出及代墊付 費用及其他有關所購物業的買賣的文件的所有法律及其他支出,均由買方負責。查冊費、 註冊費及其他支出款項均須由買方承擔。
- 24. 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。
- 25. 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須繳付之其他按金及費用,買方並須償還賣方 代該物業已支付的上述費用包括但不限於水電煤按金。
- 26. 買方如有更改地址或電話,須以書面通知賣方。
- 27. 本物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。
- 28. 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。
- 29. (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。
- 30. 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。
- 31. 如本臨時合約下的該物業包括住宅物業也同時包括任何住宅停車位,該物業必須由單 一份正式合約及其後單一份轉讓契涵蓋。

#### 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:       Apartment Unit 06 on 3rd Floor (including the balcony thereof) of Tower 6A of Century Link of Phase 1 of Century Link Development, No. 6         Ying Hong Street, Tung Chung, New Territories         新界東涌迎康街 6 號東環發展項目第一期東環第 6A 座 3 樓單位 06 (連其露台)				
(a) 本物業的實用面積為 the saleable area of the Property is	44.877	平方米/ square metres/	483	平方呎,其中— square feet of which—
	* 2.002 * xxx * xxx	平方米/ square metres/ 平方米/ square metres/ 平方米/ square metres/	22 xxx xxx	平方呎為露台的樓面面積; square feet is the floor area of the balcony; 平方呎為工作平台的樓面面積; square feet is the floor area of the utility platform; 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 measuremen		Square meanes		
*空調機房的面積為 the area of the air-conditioning plant roo	m is <u>xxx</u>	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	XXX	平方米/ ——square metres/	XXX	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

#### <u>裝置、裝修物料及設備</u> <u>Fittings, Finishes and Appliances</u>

Internal Wall - 內牆	Plaster finish with emulsion paint. 石膏批盪連乳膠漆。
Flooring - 地板	Units with Open kitchen <u>附設開放式廚房的單位</u> For units with only 1 bedroom: Porcelain floor tile for living room, dining room and bedroom.         設有一間睡房的單位:客廳、飯廳及睡房鋪設瓷磚地板。         For units with two or more bedrooms: Porcelain floor tile for living room and dining room. Engineering wooden flooring for bedroom.         設有兩間或以上睡房的單位:客廳及飯廳鋪設瓷磚地板; 睡房鋪設複合木地板。
	Units with Enclosed Kitchen <u>附設獨立式廚房的單位</u> Engineering wooden flooring for living room, dining room and bedroom. 客廳、飯廳及睡房鋪設複合木地板。
Door - 門	Solid core timber door or glass door. 實心木門或玻璃門。
Bathroom -	Sanitary fitments are provided. For Master Bathroom: Reconstituted stone, decorated mirror, decorated glass and stainless steel for wall; For other Bathrooms: Porcelain tile, decorated mirror, decorated glass and stainless steel for wall; gypsum board and aluminum false ceiling; reconstituted stone for floor.
浴室	提供潔具。主浴室: 牆壁鋪設人造石材、裝飾鏡、裝飾玻璃和不鏽鋼;其他浴室: 牆壁鋪設瓷磚、裝飾鏡、裝飾玻璃和不鏽鋼;天花 裝設石膏板和鋁質板的假天花;地板鋪設合成石材。
Kitchen - 廚房	Units with Open kitchen <u>附設開放式廚房的單位</u> Stainless steel and decorated mirror for wall; porcelain tile for floor; gypsum board false ceiling; cooking bench finished with artificial solid surfacing. 牆壁鋪設不鏽鋼和裝飾鏡; 地板鋪設瓷磚; 天花裝設石膏板的假天花; 灶台為實心人造面板。 Units with Enclosed Kitchen <u>附設獨立式廚房的單位</u> Porcelain tile, stainless steel and decorated mirror for wall; natural stone for floor; gypsum board and aluminum false ceiling; cooking bench finished with artificial solid surfacing.
	牆壁鋪設瓷磚、不鏽鋼和裝飾鏡; 地板鋪設天然石; 天花裝設石膏板和鋁質板的假天花; 灶台為實心人造面板。
Other Provision 其他設備	<ul> <li>s - i) Induction hob or gas hob, telescopic hood, refrigerator, microwave oven, wine cellar and washer / dryer;</li> <li>電磁爐或煤氣爐、抽油煙機、雪櫃、微波爐、酒櫃及洗衣/乾衣機;</li> <li>ii) Installed with water heater and exhaust fan;</li> <li>裝設熱水爐及抽氣扇;</li> <li>iii) Air-conditioner for living room, dining room and bedroom(s).</li> </ul>
	客廳、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. <u>Offer</u>

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. <u>Binding agreement if offer is accepted</u>

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 shall Form be the address for the purpose of receipt of the 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. <u>Declarations, representations and warranties</u>

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)					
Section 1 – Particulars of th	Section 1 – Particulars of the Tenderer				
Name					
ID No. / Passport No. /					
BR No.					
A 11 / D : / 1 CC					
Address/ Registered office					
<b>11</b> 17					
Hong Kong					
Correspondence address					
(if different from above)					
Contact details	Name				
	Telephone		Fax		
	_				

# Section 2 – Tendered Property \* Tower Floor Flat Residential Property Tower 6A 3/F Apartment Unit 06 []\* Residential Car Parking Space Floor Residential Car Parking Space No. B/F 1257

(\* Please tick if the Tenderer <u>SELECTS</u> to purchase the residential car parking space together with the residential property)

Section 3 – Tender Price				
Tender price (HK\$)				
	(If the Tenderer selects to purchase the residential car parking space together with the residential property, the Tender Price shall be inclusive of the price of the residential property and the price of the residential car parking space. The Vendor has no responsibility to apportion the Tender Price for the residential property and the car parking space for the Tenderer)			
Cashier order	Amount (HK\$)	Bank	Cashier order	
			no.	
Cheque	Amount (HK\$)	Bank	Cheque no.	

#### Section 4 – Payment plan

For details of the gifts, financial advantage or benefits, please refer to Annex 14.

#### ST2 – ST2 Payment Plan (ST2)

#### 1. 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).
- The balance of the Purchase Price shall be paid within 180 days after the date of the Letter of Acceptance, but not earlier than 60 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 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 (the balance of the Purchase Price) shall be paid within days after the date of the Letter of Acceptance

#### (\*Please delete as appropriate)

Provided that the Purchaser hereby confirms that:

- (i) there shall be a maximum of four (4) instalments for payment of the said 95% of the Purchase Price; and
- (ii) if the total percentage of the Purchase Price under the above 4 bullet points is less than 95% of the Purchase Price, the Purchaser shall be deemed to have irrevocably selected to pay 5% of the Purchase Price within 60 days after the date of the Letter of Acceptance; 5% of the Purchase Price within 120 days after the date of the Letter of Acceptance; 85% of the Purchase Price (being the balance of the Purchase Price) within 180 days after the date of the Letter of Acceptance; and
- (iii) if the Purchaser fails to comply with any of the above specified payment selection requirements, the Purchaser shall be deemed to have irrevocably selected to pay 5% of the Purchase Price within 60 days after the date of the Letter of Acceptance; 5% of the Purchase Price within 120 days after the date of the Letter of Acceptance; 85% of the Purchase Price (being the balance of the Purchase Price) within 180 days after the date of the Letter of Acceptance.

[Remark: The date of completion shall not be earlier than 60 days after the date of the Letter of Acceptance.]

2. Stamp Duty Express (the designated gift, financial advantage or benefit)

- only applicable to the Tenderer who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)
- if the Stamp Duty Express is <u>selected</u>, then it is a condition that the Purchaser shall have paid to the Vendor at least 10% of the Purchase Price (after taking into account of the preliminary deposit) on or before signing the Agreement notwithstanding the Terms of Payment in this Payment Plan. For the avoidance of doubt, if the Purchaser does not fulfill the aforesaid condition, the Purchaser shall not be entitled to any Stamp Duty Express.
- \* I/We <u>select</u> the Stamp Duty Express, which amount shall be equal to \_\_\_\_\_\_\_ % of the Purchase Price (such amount being the "Stamp Duty Express"), provided that (a) the portion of the Stamp Duty Express for payment of ad valorem stamp duty shall be capped at 4.25% of the Purchase Price and (b) any remaining amount of the Stamp Duty Express (after payment of ad valorem stamp duty as aforesaid) shall be applied for part payment of balance of the Purchase Price of the Property (as a cash rebate).
- \* I/We <u>do not select</u> the Stamp Duty Express.

(\* *Please tick as appropriate*)

The Vendor's decision as to whether the Tenderer is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s) is final and the Tenderer shall not raise any claims or objections in respect thereof.

Please read carefully the contents in Part I of Annex 14 and the details of the gift(s), financial advantage(s) or benefit(s) in Part II of Annex 14.

(Applicable to corporate Tenderer only) If there are any changes (including any reduction, increase, substitution or replacement) in the shareholder structure and/or the directorship of the Tenderer at any time prior to (and including) the date of payment of balance of Purchase Price without the Vendor's written consent, the Tenderer shall not be entitled to the designated gift(s), financial advantage(s) or benefit(s). Please see paragraph 9 in Part I of Annex 14 for details.

Please	lease 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 (" <b>Related Tender(s)</b> ") :-							
	1.	Tower	Floor		Flat	S	ar Parking pace No. applicable)	
	1.							
	2.							
	Pleas	se choose only one of	the following	(† Please tick	one of the j	following b	oxes) :-	
	†       I/We submit this tender on the condition that I/we wish to be awarded ONE <u>TENDER ONLY</u> 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.				Ve understand Vendor, other y the Vendor. ne Vendor are			
	†	I/We submit this tender on the condition that the Vendor shall not accept this tender unless the Vendor also accepts <u>ALL the Related Tender(s)</u> 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 (" <b>Related Tender(s)</b> ") :-							
	Name of the Close Relative(s) (and other joint tenderer)ID No.TowerFloorFlatCar Parking Space No. (if applicable						Parking Space No. (if	
	1.							
	2.							
	the V	submit this tender on Vendor also accepts $\underline{A}$ and accept that the	LL the Relate	ed Tender(s) at	t the same	time. I/We	also confirm,	

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 5, "Close Relative" means a spouse, parent, child, brother, sister, grandparent and grandchild of the Tenderer (or any one of Tenderer).

Section 6 – 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 confirm and declare 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 7 – Viewing of the Property (†Please tick either one)

- The Vendor has made the Tendered 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 Tendered Property available for viewing by me/us, however, I/we have decided not to do so.

The Vendor is deemed to have complied with Division 5 of Part 2 of the Residential Properties (First-hand Sales) Ordinance regarding the requirements for viewing of property in completed phase.

Section 8 – Declaration of relationship with the Vendor († Please tick as appropriate)

I/We [† \_\_\_\_\_ **am/are** / \_\_\_\_\_ **am/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 9 – Submission checklist

	wing documents are submitted together with this Tender Document (for details, please see h 2.7 of the Tender Notice):-	
paragr 1. 2. 3. 4. 5.	<ul> <li>A.2.7 of the Tender Notice):-</li> <li>Tender Document with the Offer Form duly completed and signed Cashier order(s) and /or cheque(s) Tenderer's identification documents Intermediary's licence (if applicable)</li> <li>Documents in Annex, duly signed and completed by the Tenderer:</li> <li>Warning to Purchasers (undated)</li> <li>Vendor's Information Form (undated)</li> <li>Acknowledgement Letter Regarding Stamp Duty (undated)</li> <li>Letter Regarding Stamp Duty Express (undated) (if applicable)</li> <li>Guarantee and Indemnity by Shareholder(s) of Purchaser and Guarantee and Indemnity by Director(s) of Purchaser (undated) (if applicable)</li> <li>Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers (undated)</li> <li>Acknowledgement Letter Regarding Marble and Stone Material (undated)</li> <li>Acknowledgement Letter Regarding Restriction on User and Assignment of Residenital Car Parking Space(s) (undated) (if applicable)</li> <li>Car Park Plan (if applicable)</li> <li>Acknowledgement Letter Regarding Physical State of Residential Car Parking Space(s) (undated) (if applicable)</li> <li>Acknowledgement Letter Regarding Financing Plans (undated)</li> <li>Personal Information Collection Statement (undated)</li> </ul>	
	14) List of gifts, financial advantage or benefits	

*Section 10 – 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.

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

Section 11 – 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:
Х	Х
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. <u>要約</u>

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 款及條件所約束。

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、接受及聲明,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所載的條款及條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/我們現向賣方聲明、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)			
	1000 A A		
聯絡資料	聯絡人		
	電話	傳真	

	第2節-投標物業*						
	住宅物業	座數	樓層    單位				
		第6A座	3/F	單位 06			
*	住宅停車位	樓層	住宅停車位編號				
		B/F	1257				

(\*如投標者選擇與住宅物業同時購買住宅停車位,請剔方格)

<i>第3節-投標價</i>				
投標價 (HK\$)				
	(如投標者選擇與住宅物業同時購買住宅停車位,投標價須包含住宅物業的價錢及住宅停車位的價錢。賣方無責任為投標者將投標價攤 分予住宅物業及住宅停車位)			
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 有關贈品、財務優惠或利益的詳情,請參閱附件14。 ST2-ST2付款計劃(ST2) 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。 • 樓價餘額於接納書的日期後180日內繳付,但不可早於接納書的日期後60日。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%: o \*[樓價 %於接納書的日期後 日內繳付] o \*[樓價 %於接納書的日期後 日內繳付] o \*[樓價 %於接納書的日期後 日內繳付] 樓價 %(樓價餘額)於接納書的日期後 (\*請刪去不適用者) 但買方特此確認: (i) 所述的樓價 95% 最多分四(4) 期繳付; 及 (ii) 如果上述4個點句中的總樓價百分比少於樓價95%,買方將被視為不可撤銷地選擇 於接納書的日期後 60 日內繳付樓價 5%、接納書的日期後 120 日內繳付樓價 5%及 於接納書的日期後180日內繳付樓價85%(作為樓價餘額):及 (iii) 如果買方違反任何以上指明的選擇支付條件,買方將被視為不可撤銷地選擇於接納 書的日期後 60 日內繳付樓價 5%、接納書的日期後 120 日內繳付樓價 5% 及於接納 書的日期後180日內繳付樓價85%(作為樓價餘額)。 註:成交日不可早於接納書的日期後60日。 2. 「印花稅直送」(指定贈品、財務優惠或利益) 只適用於投標者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 • 如選擇印花稅直送,則買方須在簽署正式合約或之前,向賣方支付最少樓價10%(包括 • 臨時訂金在內),不論本付款計劃載有的支付條款為何。為免疑問,如買方未能符合上 述條件,買方將無權享有任何印花稅直送。 \*□ 本人/我們選擇「印花稅直送」,金額相等於樓價的\_\_\_\_%(該金額為「印花稅 直送」),但(a)使用「印花稅直送」的部份以繳付從價印花稅之上限為樓價的 4.25% 和(b)任何「印花稅直送」之剩餘金額(在繳付上述從價印花稅後)將直接用於支付該 物業的部份樓價餘額(作為現金回贈)。 \*□ 本人/我們不選擇「印花稅直送」。

(\*請剔適用者)

賣方對投標者是否為香港註冊成立的有限公司及其所有股東及董事均為個人的決定為最終的,投標者不得就此提出任何申索或反對。

敬請細閱附件 14 第 I 部份的內容及附件 14 第 Ⅱ 部份內贈品、財務優惠或利益的詳 情。

(只適用於公司投標者)如於支付樓價餘額的日期前(包括該日期),投標者的股東結構及/或董事於沒有得到賣方的書面同意下有任何變動(包括減少、增加、取代或更換),投標者將不會享有指定贈品、財務優惠或利益。詳情請參閱附件 14 第 I 部份的第 9 段。

第5節-相關投標書(如有)(只適用於投標者為個人)(+請剔適用者)

★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	停車位編號 (如適用)
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<u>其中的一個投標書</u>。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。
  - ☆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(包括本 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)(以近親的名義或近親與他人聯名)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	停車位編 號 (如適用)
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5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6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、陳述或承諾,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、陳述或承諾向買方、中介人或任何其他人負責。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7節-參觀該物業(†請剔其中一項)

;└\_\_ 賣方已開放該投標物業以供本人/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投標物業,而賣方已開放該投 標物業以供本人/我們參觀,但本人/我們決定不參觀該投標物業。

賣方視為已符合《一手住宅物業銷售條例》第2部第5分部有關參觀已落成期數中的物業之 要求。 第8節-與賣方關係的聲明(;請剔適用者)

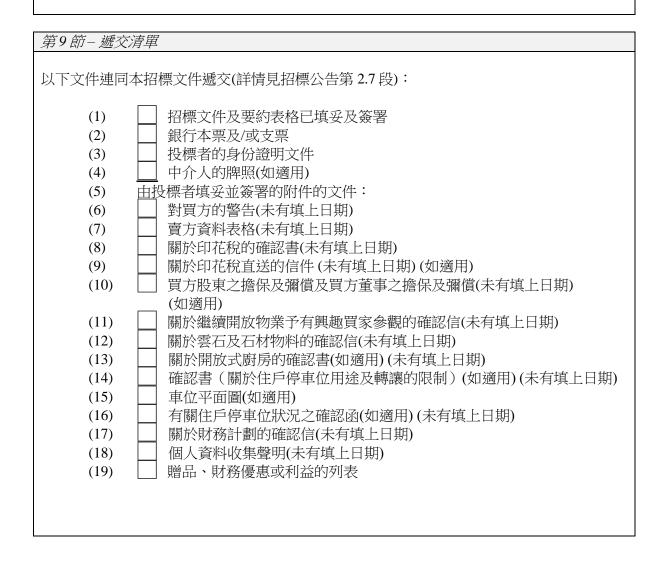
就《一手住宅物業銷售條例》(第621章)而言,本人/我們[† 2/ 72] 賣方的「有關 連人士」。

(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-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標 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 / 商業登記證號
		碼
1.		
2.		
3.		
4.		
5.		
I		

第11節-投標者及見證人的簽署

本人/我們,即投標者,己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條件。

(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:
Х	Х
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拼**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拼**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.)

- 對買方的警告 # Warning to Purchasers #
- 賣方資料表格 # Vendor's Information Form #
- 關於印花稅的確認書 # Acknowledgement Letter Regarding Stamp Duty #
- 4. 關於印花稅直送的信件\* Letter Regarding Stamp Duty Express\*
- 5. 買方股東之擔保及彌償及買方董事之擔保及彌償\* Guarantee and Indemnity by Shareholder(s) of Purchaser and Guarantee and Indemnity by Director(s) of Purchaser \*
- 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 #
- 關於雲石及石材物料的確認信# Acknowledgement Letter Regarding Marble and Stone Material #
- 關於開放式廚房的確認書#
   Acknowledgement Letter Regarding Open Kitchen#
- 9. 確認書(關於住戶停車位用途及轉讓的限制)\* Confirmation Letter Regarding Restriction on User and Assignment of Residential Car Parking Space(s)\*
- 10. 車位平面圖 \* Car Park Plan\*
- 11. 有關住戶停車位狀況之確認函\* Acknowledgement Letter Regarding Physical State of Residential Car Parking Space(s) \*
- 關於財務計劃的確認信 # Acknowledgement Letter Regarding Financing Plans #
- 個人資料收集聲明 # Personal Information Collection Statement #
- 14. 贈品、財務優惠或利益的列表 List of gifts, financial advantage or benefits
- 15. 律師收費表 Legal fees table
- 16. 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	Pacific Earth Enterprise Limited					
賣方	利宙企業有限公司					
Address	Century Link / 東環					
地址	(6 Ying Hong Street, Tur	ng Chung Town Centre	Area)(東涌市中心地區	「迎康街 <b>6</b> 號)		
Property		Tower 座數	Floor 樓層	<b>Flat</b> 單位		
本物業	Residential property 住宅物業	Tower 6A 第 6A 座	3/F	Apartment Unit 06 單位 06		
	Residential Car Parking	樓層 Floor	No. 號碼			
	Space 住宅停車位	B/F	12	57		
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)

#### <u>Vendor's Information Form</u> <u>賣方資料表格</u>

Vendor	Pacific Earth Enterprise Limited			
賣方	利宙企業有限公司			
Address	Century Link / 東環			
地址	(6 Ying Hong Street, Tung Chung Town	Centre Area) (東涌市中心:	地區迎康街6號)	
Property	Tower 座	Floor 樓層	Flat 單位	
本物業				
	Tower 6A	3/F	Apartment Unit 06	
	第 6A 座		單位 06	
Purchaser(s)				
買方				
I.D. / B.R. No.				
身份證/商業登記證號碼				
Date		(Please leave undat	ted upon tender submission)	
日期	(請勿於入標時填寫日期)			

	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\$1,729 per month 港幣每月計
	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\$1,175 per quarter 港幣每季計
	The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	No 沒有
	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
r F	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
t	Any notice received by the Vendor from the Government or requiring the Vendor o 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
	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: 17/06/2025 印製日期: 17/06/2025

#### <u>Acknowledgement Letter Regarding Stamp Duty</u> <u>關於印花稅的確認書</u>

Vendor 賣方	Pacific Earth Enterprise Limited 利宙企業有限公司					
Address 地址	Century Link / 東環					
Property	(6 Ying Hong Street, Tur	Tower 座數	Area)(東浦市中心地區 Floor 樓層	·迎康街 6 號) Flat 單位		
本物業	Residential property 住宅物業	Tower 6A 第 6A 座	3/F	Apartment Unit 06 單位 06		
	Residential Car Parking	樓層 Floor	No. 號碼			
	Space 住宅停車位	B/F	1257			
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本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:

#### Raising the maximum value of properties chargeable to a stamp duty of \$100 調高 100 元印花税適用的物業價值上限

The Stamp Duty (Amendment) Ordinance 2025 (2025 Amendment Ordinance) was published in the Gazette on 16 May 2025 to give effect to a proposal in the 2025-26 Budget to raise the maximum value of properties chargeable to a stamp duty of \$100 to \$4 million with effect from 26 February 2025. Under the 2025 Amendment Ordinance, unless otherwise provided, the new value bands will be applicable to any instrument executed on or after 26 February 2025 for the sale and purchase or transfer of residential or non-residential property.

《2025年印花税(修訂)條例》(《2025年修訂條例》)已於2025年5月16日刊憲,以實施2025-26年度財政預算 案中的建議,將100元印花税適用的物業價值上限調高至4百萬元,由2025年2月26日起生效。根據《2025年修 訂條例》,除另有規定外,新税階適用於任何在2025年2月26日或之後所簽立以買賣或轉讓住宅或非住宅物業的 交易文書。

#### Demand-side Management Measures for Residential Properties 住宅物業的需求管理措施

2. The Stamp Duty (Amendment) Ordinance 2024 ("**2024 Amendment Ordinance**") was published in the Gazette on 19 April 2024 to give effect to the proposals in the 2024-25 Budget to cancel all demand-side management measures for residential properties. Under the 2024 Amendment Ordinance, (a) the ad valorem stamp duty ("AVD") rate of 7.5% under Part 1 of Scale 1 is amended to the same rate as those of AVD at Scale 2 with effect from 28 February 2024; and (b) any instrument executed on or after 28 February 2024 for the sale and purchase or transfer of residential property is no longer subject to special stamp duty and buyer's stamp duty.

《2024年印花税(修訂)條例》(《2024年修訂條例》)已於2024年4月19日刊憲,以實施2024-25年度財政預算 案中的建議,即撤銷所有住宅物業需求管理措施。根據《2024年修訂條例》,(a)由2024年2月28日起,第1標準 第1部之下百分之七點五的從價印花税税率修訂為與從價印花税第2標準的税率相同;及(b)在2024年2月28日或 之後所簽立以買賣或轉讓住宅物業的文書均無須徵收額外印花税及買家印花税。

#### Series of transactions 系列交易

3. Purchaser should be aware that the purchase of two or more properties from the same vendor on the same date or within a short time span under two or more Preliminary Agreements / Agreements for Sale and Purchase may be considered by the Stamp Office to form a larger transaction or series of transactions. In such scenario, the AVD of the Preliminary Agreements / Agreements for Sale and Purchase will then be computed at the rate pertinent to the total amount or value of the considerations of all the properties.

買方應注意,在同一日或一段短時間內根據兩份或以上的臨時合約/買賣合約向相同的賣方購買兩個或以上的物業, 可能會被印花稅署視為構成一宗更大交易或一系列交易。在此情況下,臨時合約/買賣合約的從價印花稅將按所有 物業的總代價款額或價值的從屬印花稅率計算。

4. For details of the stamp duty, please browse the Inland Revenue Department website (<u>www.ird.gov.hk</u>). 有關印花稅詳情,請瀏覽稅務局網頁(<u>www.ird.gov.hk</u>)。

# Procedures to be followed by the Purchaser who is not eligible for "Stamp Duty Express" 不獲「印花稅直送」之買方須遵守的程序

5. The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors 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,買方承諾向賣方律師交付並促使其律師向賣方律師交付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。

#### Procedures to be followed by the Purchaser who is eligible for "Stamp Duty Express" 獲「印花稅直送」之買方須遵守的程序

6. Please refer to the "Letter Regarding Stamp Duty Express" for details. 詳情請參閱「關於印花稅直送的信件」。

# Other Matters 其他事項

7. 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/我們不能全數或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。

- I/We acknowledge that this acknowledgement letter 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.
   本確認書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。
- 9. Nothing in this acknowledgement 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. 本確認書任何條款或細則都不應被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。
- The Chinese translation of this acknowledgement letter is for reference purposes only. In case of any dispute, the English version shall prevail.
   本確認書中文譯本僅供參考。如有任何爭議,概以英文文本為準。

#### <u>Letter Regarding Stamp Duty Express</u> 關於印花稅直送的信件

Vendor	Pacific Earth Enterprise Limited				
賣方	利宙企業有限公司				
Address	Century Link / 東環				
地址	(6 Ying Hong Street, Tur	ng Chung Town Centre	Area)(東涌市中心地區	迎康街6號)	
Property		Tower 座數	Floor 樓層	Flat 單位	
本物業	Residential property 住宅物業	Tower 6A 第 6A 座	3/F	Apartment Unit 06 單位 06	
	Residential Car Parking Space 住宅停車位	樓層 Floor	No. 號碼		
		B/F	1257		
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

1. We, Pacific Earth Enterprise Limited, refer to your purchase of the Property under a preliminary agreement for sale and purchase (the "Preliminary Agreement").

本公司利宙企業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:-

"Stamp Duty Express" which amount shall be equal to the amount specified in the Offer Form (as defined in the Preliminary Agreement).

「印花稅直送」金額相等於要約表格(定義見臨時合約)中所指明的金額。

The primary purpose of "Stamp Duty Express" is for payment (or part payment) of AVD on behalf of the Purchaser. Only the amount of "Stamp Duty Express" to the extent of the specified cap as set out in the Offer Form is for payment (or part payment) of AVD. The portion of "Stamp Duty Express" that is for payment (or part payment) of AVD as aforesaid is hereinafter referred to as "**AVD Portion**". The portion or remaining amount of "Stamp Duty Express" not so used as aforesaid (hereinafter referred to as "**Remaining Portion**") will be applied for part payment of the balance of purchase price of the Property directly (as a cash rebate).

「印花稅直送」的主要用途為代買方繳付從價印花稅(或其部份)。不多於要約表格中列明的指明上限金額之「印花稅直送」部份將用於繳付從價印花稅(或其部份)。如前述用於繳付從價印花稅(或其部份)之「印花稅直送」部份以下稱為「**從價印花稅部份**」。沒有如前述用途使用之「印花稅直送」部份或剩餘金額(以下稱為「**剩餘部份**」)將 直接用於支付本物業的部份樓價餘額(作為現金回贈)。

#### By signing this letter, you agree to the following:-簽署本信件即表示閣下同意以下各項:

- (a) (Applicable to Corporate Purchaser only) You shall provide, at the same time of signing this letter, Guarantee and Indemnity (each in the form attached to this letter without amendments) signed by all your shareholders and all your directors regarding refund of "Stamp Duty Express" and other matters relating to "Stamp Duty Express".
   (只適用於公司買方)閣下須在簽署本信件時提供由閣下所有股東及所有董事簽署有關退還「印花稅直送」及有
  - 關「印花稅直送」的其他事項的擔保及彌償(每份擔保及彌償均以本信件所附的格式及不得作出修改)。

#### <u>Annex 4</u> 附件 4

(b) 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**」)。

- (c) 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. If you have selected Stamp Duty Express, it is a condition that you shall have paid at least 10% of the Purchase Price (after taking into account the preliminary deposit) on or before signing the Agreement for Sale and Purchase notwithstanding the terms of payment in the relevant payment plan. For the avoidance of doubt, if you do not fulfill the aforesaid condition, you shall not be entitled to any Stamp Duty Express. 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。如閣下選擇了「印花稅直送」,閣下必須於簽署買賣合約或之前已繳付最少 樓價 10% (包括臨時訂金在內),不論有關付款計劃載有的支付條款為何。為免疑問,如閣下未能符合上述條件,閣下將無權享有任何印花稅直送。
- (d) Upon signing of the Agreement for Sale and Purchase, 在簽署買賣合約之時,
  - (i) 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 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 less the amount of "AVD Portion". The above arrangement is without prejudice to your obligation to pay stamp duty under the Agreement for Sale and Purchase.

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的從價印花稅 (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,減「從價印花税部 份」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。

- (ii) You shall provide the following to the Vendor's solicitors: 閣下須向賣方代表律師提供以下文件:
  - Application for Refund of Stamp Duty (Form IRSD125(E)) (signed but undated) 印花稅退款申請書(表格 IRSD 125(E))(已簽署但無註明日期)
  - Letter of Indemnity (for Payer of Stamp Duty) (Form L/1(1) (10/2022)) (signed, witnessed but undated) 償還稅款保證書(供支付印花稅者填報)(Form L/1(1)(10/2022))(已簽署及見證但無註明日期)
  - Stamping Request (Form IRSD112(E)) (signed by you or your solicitors, indicating that the Vendor pays 100% share of AVD) and
  - 加蓋印花申請(表格 IRSD 112(E))(由閣下或閣下代表律師簽署及訂明賣方支付 100%從價印花稅)及
  - such other document(s) as may be required by the Vendor or the Vendor's solicitors.
     其他賣方或賣方代表律師要求的文件。
- (iii) (Applicable to Corporate Purchaser only) You shall provide copies of the following to the Vendor/ Vendor's solicitors:

(只適用於公司買方)閣下須向賣方或賣方代表律師提供以下文件副本:

- Register of Directors of the Purchaser as at the date of this letter and as at the date of signing of the Agreement for Sale and Purchase;
  - 買方的董事登記冊(截止本信件日期及截止簽署買賣合約日期);
- Register of Shareholders of the Purchaser as at the date of this letter and as at the date of signing of the Agreement for Sale and Purchase; and
  - 買方的股東登記冊(截止本信件日期及截止簽署買賣合約日期);及
- Any other documents, confirmation and information as requested by the Vendor to show and prove the number and identity of all of the directors and shareholders of the Purchaser as at the date of this letter and as at the date of signing of the Agreement for Sale and Purchase.

賣方要求顯示和證明買方董事和股東的數目和身分的任何其他文件、確認和資料(截止本信件日期及截 止簽署買賣合約日期)。

#### <u>Annex 4</u> 附件 4

- (e) (*Applicable to Corporate Purchaser only*) On the date of payment of balance of purchase price of the Property, you shall provide copies the following to the Vendor/ Vendor's solicitors:
  - (只適用於公司買方)於支付本物業樓價餘額的日期,買方須向賣方或賣方代表律師提供以下文件副本:
    - Register of Directors of the Purchaser as at the date of payment of balance of purchase price of the Property; 買方的董事登記冊(截止支付樓價餘額的日期);
    - Register of Shareholders of the Purchaser as at the date of payment of balance of purchase price of the Property; and
      - 買方的股東登記冊(截止支付樓價餘額的日期);及
    - Any other documents, confirmation and information as requested by the Vendor to show and prove the number and identity of all of the directors and shareholders of the Purchaser as at the date of payment of balance of purchase price of the Property.

賣方要求顯示和證明截至支付樓價餘額的日期買方董事和股東的數目和身分的任何其他文件、確認和資料。

- 4. (Applicable to Corporate Purchaser only) If there are any changes (including any reduction, increase, substitution or replacement) in the shareholder structure and/or the directorship of the Purchaser at any time prior to (and including) the date of payment of balance of purchase price of the Property without the Vendor's written consent, the Purchaser shall refund the full amount of the "Stamp Duty Express" to the Vendor forthwith. (只適用於公司買方)如於支付樓價餘額的日期前(包括該日期),買方的股東結構及/或董事於賣方沒有書面同意下有任何變動(包括減少、增加、取代或更換),買方 須立即將「印花稅直送」的全額退還給賣方。
- 5. The "AVD Portion" will be applied by the Vendor directly for payment (or part payment) of the AVD chargeable on the Agreement for Sale and Purchase on your behalf. You shall remain primarily liable for payment of the AVD, and shall be responsible for payment of the difference (if any) between the actual amount of AVD and the amount of the "AVD Portion", 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.

賣方將應用「從價印花稅部份」直接代閣下繳付買賣合約的應繳的從價印花稅(或其部份)。閣下仍須負上繳付從價 印花稅的主要責任,及須負責繳付實際從價印花稅的金額與「從價印花稅部份」的金額之間的差額(如有)、加蓋買 賣合約副本及(如印花稅條例要求)臨時合約的定額費用。

- 6. After the "AVD Portion" has been applied for payment (or part payment) of the AVD by the Vendor for the first time: 在賣方首次應用「從價印花稅部份」繳付從價印花稅(或其部份)後:
  - (a) Subject to settlement of the balance of the purchase price in accordance with the Agreement for Sale and Purchase, the Vendor will apply the "Remaining Portion" (if any, as a cash rebate) for part payment of the balance of the purchase price of the Property directly.

在閣下按買賣合約付清樓價餘額的情況下,賣方會將「剩餘部份」(如有,作為現金回贈)直接用於支付本物業的部份樓價餘額。

(b) After the Vendor has paid or applied the "Stamp Duty Express" as aforesaid, the Vendor's obligation to you under this benefit will be discharged. Even if there is a change in the purchase price in the future (whether due to your application to change the terms of payment which has been approved by the Vendor or other reason) or the purchase of the Property shall be considered by the Stamp Office to form part of a larger transaction or series of transactions, the amount of the "Stamp Duty Express" will not be adjusted as a result thereof and the Vendor is no longer required to pay any additional stamp duty for you.

賣方在如前述繳付或應用「印花稅直送」後,賣方對閣下關於此優惠的責任將完結。即使樓價日後有更改(不論 是否因閣下日後申請更改支付辦法獲得賣方同意或其他原因)或本物業的購買被印花稅署視為構成一宗更大交易 或一系列交易的一部分,「印花稅直送」的金額亦不會因此而調整,賣方亦無須向閣下代繳任何進一步的印花稅。

- 7. If the Purchaser does not complete the purchase of the Property in accordance with the Agreement for Sale and Purchase, the full amount of the "Stamp Duty Express" shall be refunded to the Vendor, notwithstanding the AVD has not been refunded by the Government. 如閣下沒有按買賣合約完成購買本物業,「印花稅直送」的全額將須退還給賣方,即使政府還沒有退還從價印花稅。
- 8. The Vendor hereby expressly reserve its rights to claim against you for any damages and to apply for refund of the paid AVD ("**Refund**") from Inland Revenue Department if you fail to complete the sale and purchase of the Property in accordance with the terms and conditions of the Agreement for Sale and Purchase. In the event that the paid AVD (or any part thereof) ceases to be payable because of the cancellation or termination of the Agreement for Sale and Purchase for whatever reason, you shall forthwith carry out all steps and actions as required by the Vendor to assist the Vendor to obtain the Refund from the competent authorities. You hereby agree that, whether or not the Agreement for Sale and Purchase has been cancelled or terminated, you shall, upon the request of the Vendor, sign any relevant forms and documents for the purpose of enabling the Vendor to claim

#### <u>Annex 4</u> 附件 4

the Refund, and/or authorizes the Vendor to apply for the Refund and for such purpose, date and use the aforesaid forms and documents, fill in such other forms and documents as may be required and submit them to the competent authorities at any time as the Vendor deems fit.

假如閣下沒有根據買賣合約的條款及條件完成本物業的交易,賣方保留向閣下追討索償及向稅務局申請退回已支付 的從價印花稅(「**退款**」)之權利。若買賣合約因任何原因被取消或終止而不再需要支付已付之從價印花稅(或其任 何部分),閣下須立即採取一切賣方要求之步驟及行動協助賣方從有關當局取回退款。閣下特此同意,不論當時買賣 合約是否已經被取消或終止,閣下須因應賣方的要求簽署任何表格及文件,令賣方能夠申請退款及/或授權賣方申請 退款,及為該目的使用該表格及文件及填上日期,填寫其他所需的表格及文件及將之遞交到有關當局。

- 9. The Vendor will under no circumstance be responsible for any penalty or loss if there is any late payment of stamp duty, whether or not due to any late payment of the "Stamp Duty Express" (or any part thereof) for whatever reason. 於任何情況下,無論是否因延遲發放「印花稅直送」(或其任何部分)或因任何原因而未有如期繳付印花稅,賣方均無須就任何罰款或損失負責。
- 10. 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 Century Link. In any event, you shall only be entitled to receive the "Stamp Duty Express" once for each residential property. The rights or benefits conferred on you under this letter are non-assignable and non-transferable.

本信件的利益屬於閣下個人所有,並且僅向作為簽署購買「東環」的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使用印花稅直送一次。本信件賦予閣下的權利或利益不得轉讓或轉移。

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. All the rights and remedies of the Vendor under the Agreement for Sale and Purchase shall not be affected by these terms and conditions. The terms and conditions herein constitute an agreement between the parties hereto independent from your purchase of the Property and the Agreement for Sale and Purchase and nothing herein contained or any failure by any party hereto to observe or perform any of its obligation hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Agreement for Sale and Purchase, or the rights, duties or obligations of the parties to the Agreement for Sale and Purchase. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, you shall remain liable to be bound to observe and perform all the terms and conditions in the Agreement for Sale and Purchase. The terms and conditions herein will not exonerate or exempt the Purchaser from being liable for his failure to complete the purchase. Any claim that you may have under or in relation to or in connection with the terms and conditions herein shall be a claim against the Vendor for damages only.

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。賣方所有買賣合約下之權利及補償均不受本信件的條件及條款影響。於本信件的條款及條件構成於此所載之各方之間訂立的協議,且獨立於閣下購買本物業及買賣合約,於本信件的任何內容或任何一方如未能遵守或履行其本信件之任何責任,則買賣合約的運作、有效性或可強制執行性或買賣合約之下各方的權利、義務或責任亦不會被任何方式損害、變更或影響。為免生疑,若賣方未能履行其於本信件之責任,閣下仍須遵守及履行買賣合約的所有條款及條件及按買賣合約的條款完成購買本物業。本信件的條款及條件不排除或豁免閣下在未能完成買賣時需負之責任。閣下所有按或就本信件的條款及條件

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。

**"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 parties do not intend any term of this letter to be enforceable by any third party 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. 各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 letter, the English version shall prevail.

如本信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 Pacific Earth Enterprise 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. 經小心考慮本信件的內容後,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。

Signed by the Purchaser(s) 買方簽署

<u>Note</u>: 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. <u>附註</u>: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。

#### <u>Guarantee and Indemnity by Shareholder(s) of Purchaser</u> 買方股東之擔保及彌償

Vendor	Pacific Earth Enterprise Limited					
賣方	利宙企業有限公司					
Address	Century Link / 東環					
地址	(6 Ying Hong Street, Tur	ng Chung Town Centre	Area)(東涌市中心地區	區迎康街6號)		
Property		Tower 座數	Floor 樓層	Flat 單位		
本物業	Residential property 住宅物業	Tower 6A 第 6A 座	3/F	Apartment Unit 06 單位 06		
	Residential Car Parking	樓層 Floor	No. 號碼			
	Space 住宅停車位	B/F	12	257		
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)					

- In consideration of the offer of "Stamp Duty Express" by the Vendor to the Purchaser, I/we, the undersigned, being the sole shareholder / all the shareholders of the Purchaser, hereby irrevocably and unconditionally, as primary obligor, undertake(s) and guarantee(s) (collectively the "Guarantee") as follows: 鑒於賣方向買方提供「印花稅直送」,本人/我們,即下方簽署人,作為買方之唯一股東/所有股東,在此不可撤銷 地及無條件地,作為主要責任人,作出以下承諾及擔保(「擔保」):-
  - (a) I/We shall not, at any time prior to (and including) the date of payment of balance of purchase price of the Property, do any act or caused any act to be done which may cause any change to the shareholder structure of the Purchaser (including any reduction, increase, substitution or replacement) without the Vendor's consent (the "Prohibited Change"), including but without limitation to:-

```
本人/我們,於支付本物業的樓價餘額的日期前(包括該日期),在沒有賣方的同意下,不可作出任何行為或促
使任何行為,以致可能對買方的股東結構造成任何變動(包括減少、增加、取代或更換)(「禁止的變
更」),包括但不限於:-
```

- transfer of shares (whether among the existing shareholders or otherwise);
   股份轉讓 (不論在現有股東之間或其他); 及
- (ii) approving allotment of new shares (whether pro rata or not); 批准新股份的配發(無論是否按比例)。
- (b) If the Purchaser does not complete the purchase of the Property in accordance with the Agreement for Sale and Purchase, I/we shall procure the Purchaser to refund the full amount of the "Stamp Duty Express" to the Vendor forthwith. In the event that the Purchaser fails to make the refund as aforesaid for whatever reason, I/we, as primary debtor, shall be personally liable to refund the full amount of the "Stamp Duty Express" to the Vendor forthwith, notwithstanding the AVD has not been refunded by the Government.

如買方沒有按買賣合約完成購買本物業,本人/我們將促使買方立即退還「印花稅直送」的全額給賣方。如果買 方不論任何原因未有如前述作出退款,本人/我們,作為主要債務人,將承擔個人責任立即退還「印花稅直送」 的全額給賣方,即使政府沒有退還從價印花稅。

(c) If any Prohibited Change occurs, I/we shall procure the Purchaser to refund the full amount of the "Stamp Duty Express" to the Vendor forthwith. In the event the Purchaser fails to make the refund as aforesaid, I/we, as primary debtor, shall be personally liable to refund the amount of the "Stamp Duty Express" to the Vendor forthwith. 如發生任何禁止的變更,本人/我們將促使買方立即退還「印花稅直送」的全額給賣方。如果買方不論任何原因未有如前述作出退款,本人/我們,作為主要債務人,將承擔個人責任立即退還「印花稅直送」的全額給賣方。

(d) I/we shall indemnify the Vendor and keep the Vendor indemnified against any loss damages demands suits actions proceedings costs and expenses arising out of or directly or indirectly connected with occurrence of any Prohibited Change and any breach of any of the Guarantee herein contained.

本人/我們須彌償賣方,並使賣方免受因任何禁止變更的發生以及任何違反本文所含任何擔保而引起的直接或間 接相關的任何損失、損害、要求訴訟、訴訟費用和開支。

2. Where there is more than one shareholder of the Purchaser, all the Guarantee shall be given by all such shareholders on a joint and several basis.

如買方有多於一名股東,所有股東須以共同及各自的方式作出所有擔保。

3. This Guarantee and Indemnity shall be governed by the laws of Hong Kong. 本擔保及彌償受香港法律管轄。

Name of Shareholder: 股東姓名: I.D./Passport No.: 身份證/護照號碼: Name of Shareholder: 股東姓名: I.D./Passport No.: 身份證/護照號碼: Name of Shareholder: 股東姓名: I.D./Passport No.: 身份證/護照號碼:

# <u>Guarantee and Indemnity by Director(s) of Purchaser</u> <u>買方董事之擔保及彌償</u>

Vendor	Pacific Earth Enterprise Limited				
賣方	利宙企業有限公司				
Address	Century Link / 東環				
地址	(6 Ying Hong Street, Tur	(6 Ying Hong Street, Tung Chung Town Centre Area)(東涌市中心地區迎康街 6 號)			
Property		Tower 座數	Floor 樓層	Flat 單位	
本物業	Residential property 住宅物業	Tower 6A 第 6A 座	3/F	Apartment Unit 06 單位 06	
	Residential Car Parking	樓層 Floor	No. 號碼		
	Space 住宅停車位	B/F	12	57	
Purchaser(s) 買方			I		
I.D. / B.R. No. 身份證/商業登記證號碼					
Date 日期				ipon tender submission) 勿於入標時填寫日期)	

1. In consideration of the offer of "Stamp Duty Express" by the Vendor to the Purchaser, I/we, the undersigned, being the sole director / all the directors of the Purchaser, hereby irrevocably and unconditionally, as primary obligor, undertake(s) and guarantee(s) (collectively the "Guarantee") as follows:-

鑒於賣方向買方提供「印花稅直送」,本人/我們,即下方簽署人,作為買方之唯一董事/所有董事,在此不可撤銷地 及無條件地,作為主要責任人,作出以下承諾及擔保(「擔保」):-

(a) I/We shall not, at any time prior to (and including) the date of payment of balance of purchase price of the Property, do any act or caused any act to be done which may cause any change to the directorship of the Purchaser (including any reduction, increase, substitution or replacement) without the Vendor's consent (the "Prohibited Change"), including but without limitation to:-

本人/我們,於支付本物業的樓價餘額的日期前(包括該日期),在沒有賣方的同意下,不可作出任何行為或促 使任何行為,以致可能對買方的董事造成任何變動(包括任何減少、增加、取代或更換)(「禁止的變

更」),包括但不限於:-

- (i) submit resignation; 提出請辭;
- approving resignation of any of the existing directors;
   批准任何現有董事的請辭;
- (iii) approving appointment of any new director; 批准任何新董事的委任;
- (iv) approving allotment of new shares (whether pro rata or not).批准新股份的配發(無論是否按比例)。
- (b) If the Purchaser does not complete the purchase of the Property in accordance with the Agreement for Sale and Purchase, I/we shall procure the Purchaser to refund the full amount of the "Stamp Duty Express" to the Vendor forthwith. In the event that the Purchaser fails to make the refund as aforesaid for whatever reason, I/we, as primary debtor, shall be personally liable to refund the full amount of the "Stamp Duty Express" to the Vendor forthwith, notwithstanding the AVD has not been refunded by the Government.

如買方沒有按買賣合約完成購買本物業,本人/我們將促使買方立即退還「印花稅直送」的全額給賣方。如果買 方不論任何原因未有如前述作出退款,本人/我們,作為主要債務人,將承擔個人責任立即退還「印花稅直送」 (c) If any Prohibited Change occurs, I/we shall procure the Purchaser to refund the full amount of the "Stamp Duty Express" to the Vendor forthwith. In the event the Purchaser fails to make the refund as aforesaid, I/we, as primary debtor, shall be personally liable to refund the amount of the "Stamp Duty Express" to the Vendor forthwith. 如發生任何禁止的變更,本人/我們將促使買方立即退還「印花稅直送」的全額給賣方。如果買方不論任何原因

未有如前述作出退款,本人/我們,作為主要債務人,將承擔個人責任立即退還「印花稅直送」的全額給賣方。

- (d) I/we shall indemnify the Vendor and keep the Vendor indemnified against any loss damages demands suits actions proceedings costs and expenses arising out of or directly or indirectly connected with occurrence of any Prohibited Change and any breach of any of the Guarantee herein contained. 本人/我們須彌償賣方,並使賣方免受因任何禁止變更的發生以及任何違反本文所含任何擔保而引起的直接或間 接相關的任何損失、損害、要求訴訟、訴訟費用和開支。
- Where there is more than one director of the Purchaser, all the Guarantee shall be given by all such directors on a joint and several basis.
   如買方有多於一名董事,所有董事須以共同及各自的方式作出所有擔保。
- This Guarantee and Indemnity shall be governed by the laws of Hong Kong. 本擔保及彌償受香港法律管轄。

Name of Director: 董事姓名: I.D./Passport No. : 身份證/護照號碼: Name of Director: 董事姓名: I.D./Passport No.: 身份證/護照號碼: Name of Director: 董事姓名: I.D./Passport No.: 身份證/護照號碼:

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

Vendor	Pacific Earth Enterprise Limited			
賣方	利宙企業有限公司			
Address	Century Link / 東環			
地址	(6 Ying Hong Street, Tung Chung Town	Centre Area)(東涌市中心	地區迎康街6號)	
Property	Tower 座   Floor 樓層   Flat 單位			
本物業				
	Tower 6A	3/F	Apartment Unit 06	
	第6A座		單位 06	
Purchaser(s)				
買方				
I.D. / B.R. No.				
身份證/商業登記證號碼				
Date		(Please leave undat	ted upon tender submission)	
日期			(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. I/We agree that I/we shall not make any objection to the same.

在本人/我們簽署本物業的臨時合約之後直至本物業的買賣完成之前,本物業將會繼續開放供發展項目其他物業之有興趣買家參觀。本人/我們同意本人/我們不得對此提出任何異議。

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。

#### <u>Acknowledgement Letter Regarding Marble and Stone Material</u> 關於雲石及石材物料的確認信

Vendor 賣方	Pacific Earth Enterprise Limited 利宙企業有限公司		
頁/J Address	代田正果有限公司     Century Link / 東環		
地址	(6 Ying Hong Street, Tung Chung Town	Centre Area)(東涌市中心	地區迎康街6號)
Property	Tower 座	Floor 樓層	Flat 單位
本物業	Tower 6A 第 6A 座	3/F	Apartment Unit 06 單位 06
Purchaser(s) 買方			
I.D. / B.R. No. 身份證/商業登記證號碼			
Date 日期		(Please leave undat	ted 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本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:-

- I/We have inspected the marble and stone material in the Property and are fully satisfied with the colour and pattern of the marble and stone material.
   本人/我們已視察本物業内的雲石及石材物料並且完全滿意雲石及石材物料的顏色及花紋。
- I/We shall not (i) raise any objection or complaint in relation to the colour and pattern of the marble and stone material or (ii) request for the change or replacement of the marble and stone material due to the aforesaid reasons.
   本人/我們不可(i)就雲石及石材物料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及石材物料。

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

#### <u>Acknowledgement Letter Regarding Open Kitchen</u> 關於開放式廚房的確認書

Vendor	Pacific Earth Enterprise Limited			
賣方	利宙企業有限公司			
Address	Century Link / 東環			
地址	(6 Ying Hong Street, Tung Chung Tow	n Centre Area)(東涌市中心	心地區迎康街6號)	
Property	Tower 座   Floor 樓層   Flat 單位			
本物業				
	Tower 6A	3/F	Apartment Unit 06	
	第 6A 座		單位 06	
Purchaser(s)				
買方				
I.D. / B.R. No.				
身份證/商業登記證號碼				
Date		(Please leave undat	ed upon tender submission)	
日期			(請勿於入標時填寫日期)	

 I/We hereby acknowledge that I/we am/are aware of and understand that under the executed Deed of Mutual Covenant Incorporating Management Agreement dated 28 November 2016 (the "DMC") in respect of Century Link Development (the "Development") covering, inter alia, Phase 1 of the Development (the "Phase") (of which Century Link forms part), Owners of the relevant units with open kitchen (the "Open Kitchen Units") shall at their own costs and expenses observe and comply with the covenants, obligations, provisions and restrictions to be observed and performed by the Owners of the relevant Open Kitchen Units set out in Clause (45) of Section IV of the DMC (extract of the said Clause (45) relating to the fire safety of the open kitchens is for the sake of easy reference attached hereto) and shall cause the tenants and occupiers of the Property to observe and comply with the same.

本人/吾等確認本人/吾等明白按照東環發展項目(以下簡稱「發展項目」,包含發展項目第一期(以下簡稱「期 數」)(東環為期數之一部份)已簽訂日期為2016年11月28日的公契及管理合約(以下簡稱「公契」)規定,設 有開放式廚房之有關單位(以下簡稱「開放式廚房單位」)業主須自費遵守及履行公契內第四部份第(45)條所列出有 關開放式廚房單位業主必須遵守和履行之契諾、責任、規定和限制(為方便參考,該第(45)條有關開放式廚房消防安 全之摘要已附於本確認函),本人/吾等並須促使本物業之租客及佔用人遵守及履行上述的契諾、責任、規定和限制。

2. I/We hereby acknowledge that the extract is only a summary of the DMC provisions concerned for reference and subject to the DMC and that I/we have been advised to, before entering into the preliminary agreement for sale and purchase of the Property, peruse the copy of the DMC (which is available at the sales office and on the website of the Phase of the Development) and seek professional advice.

本人/吾等確認明白摘要為相關公契條款之概要,僅供參考,一切均以公契作準,另本人/吾等亦確認於簽訂本物 業臨時買賣合約前已獲建議細閱公契的副本(於售樓處及發展項目期數互聯網網站有所提供)及尋求專業意見。

- I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned covenants, obligations, provisions and restrictions and shall fully observe and comply with the same.
   本人/吾等確認及聲明本人/吾等同意購入本物業時已完全知悉上述之契諾、責任、規定和限制,並將完全遵守及履行該等契諾、責任、規定和限制。
- 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。

Extracts of Clause (45) of Section IV of the DMC relating to Fire Safety of Open Kitchens

- (45). Owners of Open Kitchen Units are required to observe and perform the following provisions:
- (i) Each Owner shall at his own expense maintain in good order and working condition the Fire Service Installations for Open Kitchen Units<sup>1</sup> of his own Open Kitchen Unit and shall observe and comply with the Fire Safety Management Plan and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall cause his tenants and occupiers of his Open Kitchen Unit to observe and comply with the same.
- (ii) No Owner shall alter, demolish, remove, obstruct or relocate the Fire Service Installations for Open Kitchen Units of his own Open Kitchen Unit.
- (iii) No Owner shall carry out any renovation works to the Fire Service Installations for Open Kitchen Units or any part thereof of his own Open Kitchen Unit as per layout on the approved Building Plans except with prior approval of the relevant authorities and the Manager and such renovation works shall comply with the Fire Safety Management Plan in all respects.
- (iv) Each Owner shall co-operate, co-ordinate with, facilitate and allow access for the Manager and the registered fire service installation contractors engaged or nominated by the Manager for the purpose of examining, inspecting and (if necessary) making good and rectifying the Fire Service Installations for Open Kitchen Units of his own Open Kitchen Unit and shall not alter, demolish, remove, obstruct or relocate or do anything which may alter, damage or interfere with any such installations.
- (v) No Owner shall remove or alter the fire rated wall of the Open Kitchen adjacent to his own Open Kitchen Unit entrance door.
- (vi) The Manager and the registered fire service installation contractors engaged by the Manager shall have the full authority and power (but without having any obligation) to enter with or without workmen equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any Open Kitchen Unit to carry out testing, maintenance, reinstatement or rectification of the Fire Service Installations for Open Kitchen Units at that Owner's expense or to verify observance and compliance of provisions set out in this Clause (45). The expenses so incurred by the Manager or the registered fire service installation contractors shall be borne by the relevant Owner on demand.
- 1. Fire Service Installations for Open Kitchen Units are smoke detectors, sprinklers and associated cables and pipe works for the Open Kitchens provided within and forming part of the Open Kitchen Units.

# 公契內第四部份第(45)條有關開放式廚房消防安全之摘要

- (45). 開放式廚房單位業主需遵守及履行以下規定:
- (i) 須自費維持其開放式廚房單位的消防裝置<sup>1</sup>狀態及運作良好,同時須遵守及履行並確保其開放式廚房單位的租客及 佔用人遵守及履行消防安全管理手冊,及任何由管理人不時發佈的有關執行消防安全管理手冊的指引或指示。
   (ii) 不可更改、拆除、移除、阻塞或重置其開放式廚房單位的消防裝置。
- (iii) 不可對其開放式廚房單位的消防裝置或其於批准的建築圖則所示的任何部份進行裝修工程,除非該等工程已獲得 有關部門及管理人事先批准,並全面遵從消防安全管理手冊。
- (iv) 須與管理人及由其聘任或提名之註冊消防裝置承辦商合作及統籌,並協助及允許管理人及由其聘任或提名之註冊 消防裝置承辦商出入通行,以便其檢查、檢驗、維修及糾正(如需)其開放式廚房單位的消防裝置,亦不可更改、 拆除、移除、阻塞或重置或作出其他行為以更改、損毀或干擾該等裝置。
- (v) 不可移除或更改開放式廚房毗鄰其開放式廚房單位大門的防火牆。
- (vi) 管理人及由其聘請的註冊消防裝置承辦商在給予開放式廚房單位業主合理通知後(惟於緊急情況下則無須給予通知),有全權(但並無必要責任)在合理的時段內(不論是否連同工人、設備或物料)進入任何開放式廚房單位,就開放式廚房單位的消防裝置(在業主付費的情況下)進行測試、保養、修復或補救,或核實業主有否遵守本(45)條之規定。相關業主須按要求支付費用予管理人或註冊消防裝置承辦商。
- 1. 開放式廚房單位的消防裝置為設於開放式廚房單位內並屬於該單位一部份的煙霧警報器、灑水系統及相關電纜及管道工程。

# Confirmation Letter (Regarding Restriction on User and Assignment of Residential Car Parking Space(s)) 確認書(關於住戶停車位用途及轉讓的限制)

· · ·				
Vendor	Pacific Earth Enterprise Limited			
賣方	利宙企業有限公司			
Address	Century Link / 東環	Century Link / 東環		
地址	(6 Ying Hong Street, Tung Chung Town	n Centre Area)(東涌市中心)	地區迎康街6號)	
Property				
該物業	Residential Car Parking Space No.: 1257 on B/F of Century Link			
	Development			
	東環發展項目 地庫 <u>1257</u>	_號住戶停車位		
Specified Residential Unit	Tower 座	Floor 樓層	Flat 單位	
指明住宅單位				
	Tower 6A	3/F	Apartment Unit 06	
	第 6A 座		單位 06	
Purchaser(s)				
買方				
I.D. / B.R. No.				
身份證/商業登記證號碼				
Date		(Please leave undat	ted upon tender submission)	
日期	(請勿於入標時填寫日期)			

I/We acknowledge and confirm that prior to the signing of the Preliminary Agreement for Sale and Purchase of the Property, I/we am/are aware and understand that:-

本人/我們謹此敬悉及確認在簽署該物業之臨時買賣合約之前,本人/我們已獲悉及明白:

- The Purchaser fully understands that the Property is one of the "Residential Parking Spaces" as defined in Special Condition No.(22)(a)(i) of the Land Grant of the Lot ("the Land Grant") and that the following restrictions under Special Condition Nos.(22)(a)(iv) and (26)(a) of the Land Grant and/or Clause 32 in SECTION IV of the Deed of Mutual Covenant Incorporating Management Agreement ("the DMC") of the Development apply to the Property:-買方已完全明白該物業為該地段的批地文件(「批地文件」)之特別條件第(22)(a)(i)條所定義的其中一個住戶車 位及批地文件特別條件第(22)(a)(iv)及(26)(a)條及/或該發展項目之大廈公契包括管理協議(「公契」)第四部內 第 32 條的以下限制適用於該物業:-
- (a) the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces (as defined in Special Condition No.(22)(d)(i) of the Land Grant) shall not be :-

住戶車位及住戶電單車停車位(見批地文件特別條件第(22)(d)(i)條之定義)不得:-

- (i) assigned except 轉讓除非
  - (I) together with undivided shares in Century Link Development giving the right of exclusive use and possession of a residential unit or units in Century Link Development
     ;連同賦予東環發展項目住宅單位獨有享用及管有權之東環發展項目不分割業權份數同時
    一併轉讓,
  - (II) to a person who is already the owner of undivided shares in Century Link Development with the right of exclusive use and possession of a residential unit or units in Century Link Development; or 該承讓人已經擁有賦予東環發展項目之住宅單位獨有享用及管有權之東環發展項目不分割 業權份數;或
- underlet except to residents of the residential units in Century Link Development;
   出租,除非出租予東環發展項目之住宅單位住戶;

provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential unit in Century Link Development.

但無論如何,轉讓予或出租予東環發展項目內任何一個住宅單位業主或住戶之住戶車位及住戶電單車停 車位總數不得超過三個。

- (b) The Property shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees and in particular the Property shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services. 該物業除用作停泊根據道路交通條例、其附屬規例及任何修訂法例領有牌照而又屬於該地段已建或擬建的建築物中之住宅單位住戶及其真正賓客、訪客或被邀請使用者之車輛外不可作其他用途,尤其不可用作儲存、展示或展覽車輛作銷售或其他用途或提供汽車清潔及美容服務。
- 2. The Purchaser warrants that he is the legal and beneficial owner of the Specified Residential Unit mentioned above. The Purchaser further warrants that he has not and will not sell the Specified Residential Unit or enter into any agreement to do so before completion of the sale and purchase and execution of the Assignment in respect of the Property. 買方保證其為上述「指定住宅單位」之法律上擁有人及實益擁有人。買方進一步保證買方未曾亦將不會在完成 該物業買賣及簽妥轉讓契前出售該指定住宅單位或訂立任何協議出售該指定住宅單位。
- 3. The Purchaser hereby further warrants that the Purchaser or the Purchaser's nominee or sub-purchaser (as the case may be), who shall take up the subsequent Assignment of the Property on completion of the sale and purchase thereof, shall on completion of the sale and purchase of the Property be the legal and beneficial owner of undivided shares in the Lot with the right of exclusive use and possession of a residential unit or units in the Development and not more than three in number of the total of the Residential Parking Spaces (including the Property) and the Residential Motor Cycle Parking Spaces and the Purchaser shall upon request produce such documentary evidence as required by the Vendor to prove such ownership and compliance with the Land Grant to the satisfaction of the Vendor. Should there be any breach of the warranties by the Purchaser in this letter, the Purchaser shall be deemed to be in breach of the terms and conditions of the Preliminary Agreement and the subsequent formal Agreement for Sale and Purchase to be made pursuant thereto and the Vendor shall be entitled to determine the Preliminary Agreement and the said formal Agreement for Sale and Purchase, forfeit the deposit(s) paid by the Purchaser, re-sell the Property and recover from the Purchaser all losses and damages, as may be suffered by the Vendor. The Purchaser shall indemnify the Vendor and keep the Vendor indemnified against all losses damages actions suits costs expenses claim and demands whatsoever on account of or in respect of any breach of the warranty given by the Purchaser in this letter. 買方現進一步保證買方或其提名人或轉購人(視屬何情況而定)在該物業買賣完成時及其接受該物業轉讓契時將 為附有該發展項目住宅單位獨有使用及管有權之該地段不分割業權份數及總數不多於三個住戶車位(包括該物 業)及住戶電單車停車位的法律上擁有人及實益擁有人;買方須於賣方要求時提供賣方所要求之文件證據達致賣 方滿意以證明其業權及已遵從批地文件。如有任何違反本確認書內所作之保證,買方將被當作違反臨時合約及 其後按照臨時合約所簽訂的正式買賣合約之條款及條件,及賣方將有權終止該臨時合約及該正式買賣合約,沒 收買方已付之訂金,再次出售該物業及向買方討回賣方所遭受之一切損失及損害賠償。買方須就買方違反本確 認書內其所作之保證而引至之一切損失、損害賠償、訴訟、費用、開支、申索及索求對賣方作彌償。
- 4. This letter shall take effect and prevail over the terms of the Preliminary Agreement and/or the said formal Agreement for Sale and Purchase of the Property and shall not be superseded by any terms or conditions in the said formal Agreement for Sale and Purchase to the contrary.

本確認書將凌駕於該物業臨時合約及/或該正式買賣合約之條款而生效,而且將不會被該正式買賣合約中任何 相反條款或條件所取代。

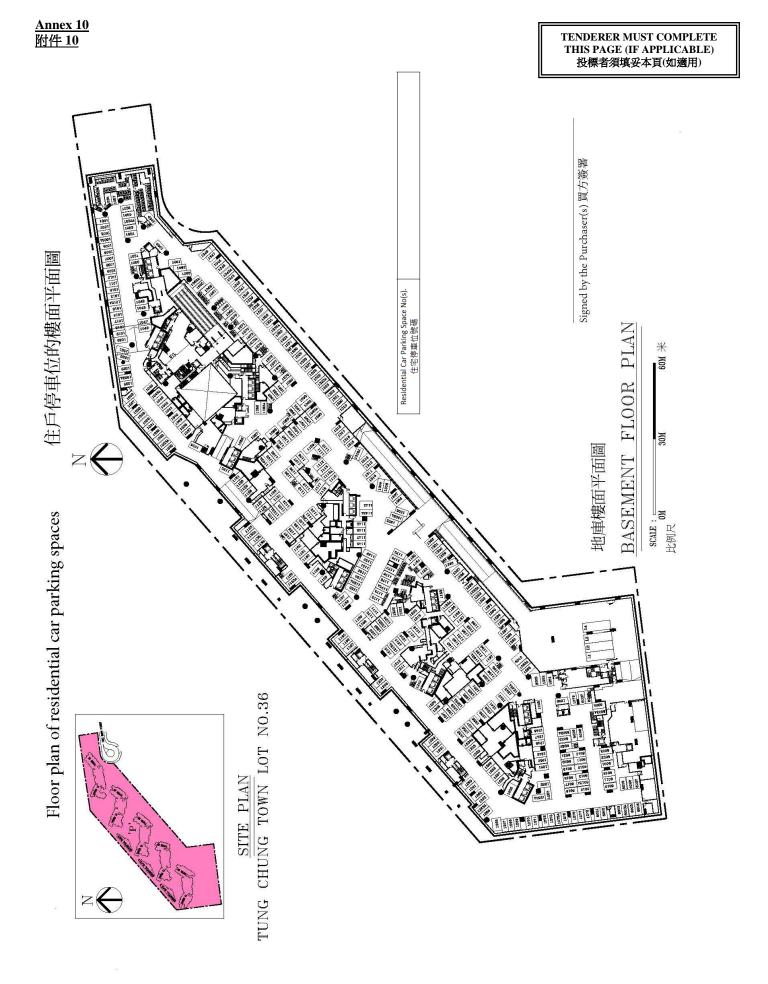
5. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.

如本文件之中英文文本有任何歧義,一切以英文文本為準。

Confirmed and accepted the above 確認及接受上述確認書內容:-

Purchaser(s) 買方

Sun Hung Kai Real Estate Agency Ltd for and on behalf of Pacific Earth Enterprise Limited 新鴻基地產代理有限公司 代利宙企業有限公司



#### 

Vendor	Pacific Earth Enterprise Limited
賣方	利宙企業有限公司
Address	Century Link / 東環
地址	(6 Ying Hong Street, Tung Chung Town Centre Area)(東涌市中心地區迎康街 6 號)
Property 該物業	Residential Car Parking Space No.: <u>1257</u> on B/F of Century Link Development
	東環發展項目 地庫1257號住戶停車位
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 acknowledge and confirm that prior to the signing of the Preliminary Agreement for Sale and Purchase of the Property, I/we am/are aware and understand that:-

本人/我們謹此敬悉及確認在簽署該物業之臨時買賣合約之前,本人/我們已獲悉及明白:

1. I/We, the undersigned, hereby acknowledge and confirm that I/we have inspected and am/are aware of and fully accept the physical state and condition of the Property and that I/we understand and accept that notwithstanding anything contained in the Preliminary Agreement for Sale and Purchase of the Property, there may exist underneath the Property pipings, drains, cables, wires and/or any other fixtures, fittings or installations not solely serving the Property and there may also exist drainage, channels and/or channel covers within the Property and that no requisition or objection or claim whatsoever shall be made by me/us or be entertained by the Vendor in respect thereof. The Deed of Mutual Covenant Incorporating Management Agreement (the "**Deed**") in respect of the Development provides, inter alia, that the Manager shall have the power to:-

本人/我們(即下方簽署人)僅此承認及確認,本人/我們已視察及完全接受該物業之狀況,並明白及接 受即使該物業之臨時買賣合約有其他規定,該物業下面可能有並非僅供該物業使用之管道、排水管、電 纜、電線及/或任何其他固定裝置、裝配或設備存在,亦可能有排水管道及/或管道蓋位於該物業範圍內, 本人/我們不得為此提出任何要求、反對或索償,賣方亦不會接納該等要求、反對或索償。該發展項目之 大廈公契包括管理合約(「該公契」)規定,管理公司除其他權力外,亦擁有以下權力:-

- (i) Keep clear all the common sewers, drains, watercourses, pipes channels and drainage system whether within or outside the Lot serving the Development which are required to be maintained pursuant to the land grant of the Lot and to connect any drains and sewers from the Lot and the Development to such Government storm water drains and sewers as the Manager shall see fit; 按該地段之批地文件保持所有需要保養的公用污水渠、排水管、水道、管道及排水系統(不論位處 於發展項目之該地段以內或以外)暢通,並將該地段及發展項目中的任何排水管及污水渠連接至管 理公司認為合適的政府雨水渠及污水渠;
- (ii) prevent the obstruction of the common areas and the common facilities and to remove any obstruction; 防止阻礙公用地方及公用設施,以及移除任何阻礙;
- (iii) with or without workmen, upon reasonable notice (except in the case of emergency), enter upon any part of the Lot or any of the units for the purpose of carrying out necessary repairs to as well as abating any hazard or nuisance which does or may affect any of the common areas and common facilities or the Development or any part or parts thereof or any other apparatus and equipment used or installed for the benefit of the Development or any part or parts thereof which are not for the sole use and enjoyment of any individual owner or for the purpose of discharging its obligations under the Deed provided that the Manager shall ensure



that the least disturbance is caused as is reasonably practicable and shall be liable for and shall at its own expense make good any damage caused by the negligent, wilful or criminal acts of the Manager or of the Manager's staff, employees, agents or contractors to the relevant unit and reinstate the same causing the least disturbance as is reasonably practicable.

聯同或不聯同工人,於發出合理通知(緊急情況除外)後,進入該地段或任何單位,就任何公用地方及 公用設施或發展項目或其任何部份、或為發展項目利益而使用或安裝且非為任何住戶獨自使用及享 用之任何其他儀器及設備或其任何部份或以履行其於該公契下的職務,進行必要的修理及減輕任何 影響或可能影響彼等的危害或滋擾,惟管理公司須確保在合理可行情況下引致最少的騷擾及承擔並 自費修復由本身或其員工、僱員、代理人或承辦商的疏忽、蓄意或刑事行為對相關單位引致的任何 損壞,並恢復其原狀且在合理可行情況下引致最少的騷擾。

2. The Chinese translation of this Letter is for reference only. In case of any disputes, the English version shall prevail.

本函中文譯本僅供參考。如與英文版本有異,概以英文版本為準。

#### Acknowledgement Letter Regarding Financing Plans 關於財務計劃的確認信

Vendor	Pacific Earth Enterprise Limited			
賣方	利宙企業有限公司			
Address	Century Link / 東環			
地址	(6 Ying Hong Street, Tung Chung Town Centre Area) (東涌市中心地區迎康街 6 號)			迎康街6號)
Property		Tower 座數	Floor 樓層	Flat 單位
本物業	Residential property 住宅物業	Tower 6A 第 6A 座	3/F	Apartment Unit 06 單位 06
	Residential Car Parking	樓層 Floor	No. 號碼	
	Space 住宅停車位	B/F	125	57
Purchaser(s) 買方	1			
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,即下方簽署人,特此確認本人/吾等簽署本物業的臨時買賣合約前已清楚明白以下事項:

A copy of the "Reminder to Prospective Purchasers" issued by the Sales of First-hand Residential Properties Authority is 1. produced in Appendix 1 hereto.

本確認信的附錄1載有一手住宅物業銷售監管局發出的「給準買家的提醒」。

2. The information document(s) on financing plan(s) offered by the Vendor's designated financing company (Honour Finance Company, Limited) ("Vendor's designated financing company") as set out in the relevant of the Tender Document of the Property ("the Information Document(s)") is as follows:

本物業的招標文件內所列由賣方指定財務公司(忠誠財務有限公司)(「賣方指定財務公司」)提供的財務計劃的資 料文件(「資料文件」)如下:

<u>Financing Plan</u> 財務計劃	Relevant annex of Tender Document           招標文件的相對附件	
Standby First Mortgage Loan	Annex 14.2(a)	
備用第一按揭貸款	附件14.2(a)	
Standby Second Mortgage Loan	Annex 14.2(b)	
備用第二按揭貸款	附件14.2(b)	
Grand 120	Annex 14.2(c)	
置尊120	附件14.2(c)	
Extended Loan	Annex 14.2(d)	
延續貸款	附件14.2(d)	

The Vendor has reminded me/us to read the Information Document(s) if I/we intend to apply for any financing plan(s) offered by the Vendor's designated financing company as set out in the Tender Document of the Property. 賣方已提醒本人/吾等,如本人/吾等有意申請本物業的招標文件內所列由賣方指定財務公司提供的任何財務計劃, 本人/吾等應細閱資料文件。

The Vendor has reminded me/us to directly enquire with the Vendor's designated financing company if in doubt about the 3. details of the terms and conditions of the financing plan(s), approval conditions and application procedures. 賣方已提醒本人/吾等,如對財務計劃的條款及條件、批核條件和申請手續有疑問,應直接向賣方指定財務公司查 詢有關詳情。

#### <u>Annex 12</u> <u>附件 12</u>

- 4. I/we confirm that I/we have been allowed sufficient time to read the "Reminder to Prospective Purchasers" and (if applicable) the Information Document(s).
  - 本人/吾等確認本人/吾等獲給予足夠時間閱讀「給準買家的提醒」及(如適用)資料文件。
- 5. I/we understand that (a) all the terms and conditions of the financing plan(s) are subject to approval by the Vendor and/or the Vendor's designated financing company; and (b) the Vendor, its appointed estate agents and the Vendor's designated financing company will not provide any guarantee that I/we will be able to secure any mortgage, charge or loan or any desired terms to finance my/our purchase of the Property.

本人/吾等明白(a)財務計劃的所有條款及細則均以賣方及/或賣方指定財務公司所批核者為準;及(b)賣方、其委任的地產代理及賣方指定財務公司不會就本人/吾等能獲得任何按揭、押記或貸款或任何希望取得的條款用以資助本人/吾等購買本物業而作出任何保證。

- 6. The parties do not intend any term of this acknowledgement letter to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this acknowledgement letter shall be excluded from the application of the CRTPO. 各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」)強制執行本確認信下任何 條款,並且同意排除該條例對本確認信的適用。
- In the event of any conflict or discrepancy between the Chinese and English versions of this acknowledgement letter, the English version shall prevail.
   如本確認信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

Note 備註:

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。

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.

# <u>Reminder to Prospective Purchasers</u> <u>給準買家的提醒</u>

If you intend to opt for any financing plan (such as mortgage, charge or loan) offered by the vendor or vendor's designated financing company(ies) (Designated FC), <u>BEFORE</u> entering into a preliminary agreement for sale and purchase (PASP), you should:

如你擬選用由賣方或其指定財務公司提供的財務計劃(例如按揭、押記或貸款),你應在簽訂臨時 買賣合約<u>前</u>:

- (a) Study carefully the information of the financing plans (including terms and conditions, etc) as set out in the Tender Document(s) and other relevant document(s):
   細閱有關招標文件和其他相關文件內列出的財務計劃資料(包括條款及條件等);
- (b) Always be cautious about verbal undertaking, for example, guaranteed or ease of approval of any mortgage, charge or loan, made by third party (such as an estate agent), whether the financing plan will be available at the time of completion of the transactions, etc. Verbal undertaking should be put in writing with endorsement from the company concerned to avoid dispute. 不要輕信地產代理等第三方的口頭承諾,例如保證獲得或易於取得按揭、押記或貸款的批核,並注意在交易完成時是否仍有相關的財務計劃等。口頭承諾應書寫下來,並經有關公司加簽,以避免爭議;
- (c) **Enquire with the vendor or Designated FC** (as the case may be) **direct** about the details of the terms and conditions of the financing plan(s) (including any penalty on early redemption), approval conditions and application procedures, including whether there will be time limit within which the financing plan is available:

**直接向賣方或其指定財務公司**(視屬何種情況而定)**查詢**有關財務計劃的條款及條件(包括任何提早還款的罰款)、批核條件和申請手續(包括有關財務計劃是否只在特定時限內提供)等詳 情;

(d) Do NOT enter into PASP rashly before ascertaining from the vendor or Designated FC (as the case may be) in writing the amount of loan that can be obtained and the terms under the financing plan(s). Read the contractual documents carefully and seek legal advice if considered necessary before you sign any document; and 在賣方或其指定財務公司(視屬何種情況而定)以書面形式確認根據財務計劃可取得的貸款

在實力或具指正別務公司(祝屬何僅偏沉而定)以書面形式確認根據別務計劃可取得的貢款 額及相關條款前,切勿貿然簽訂臨時買賣合約。在簽署任何文件前,應小心閱讀合約文件內 容,並在有需要時徵詢法律意見;以及

- (e) Remain cool-headed and critically consider the followings:保持冷靜並審慎考慮以下事項:
  - Be mindful of any requirement on minimum income level, provision of income proof and passing of stress test. Check the maximum loan repayment period, interest rate and loan limit under the first mortgage and second mortgage; 留意任何有關最低入息水平、提供收入證明及通過壓力測試的規定。查看一按和二按的最長還款期、利率及貸款上限;
  - Be mindful of risk of change of financial condition, approval criteria and other circumstances that may occur between the date of purchase and date of payment and may affect your ability to obtain loan under the financing plan;

注意在購買日與付款日之間財務狀況、批核準則和其他情況可能有變的風險,因而影響你根據財務計劃取得的貸款的能力;

Pay attention to mortgage loan plans with high loan-to-value ratio, particularly if you are selecting stage payment. Should the market value of the residential property fall below the original transaction price or when there is an increase in the interest rates during the interim period, you may not be able to borrow enough money from the vendor or Designated FC or bank to complete the transaction. If you have no extra funds to complete the transaction, your down payment will very likely be forfeited; 對按揭成數高的按揭貸款計劃要特別留神,尤其是擬選用建築期付款方式的準買家。

如在此期間,住宅物業的市值跌至低於買入價或利率上升,你未必可以向賣方、其指定財務公司或銀行借得足夠款額以完成交易。如你並沒有額外資金完成交易,你的首期付款很可能會被沒收。

- Affordability and repayment ability-after the end of interest and repayment holidays, the mortgage repayment amount and the interest incurred may increase significantly. Taking into account the rising cycle of interest rate, the interest payable will likely increase further; and 負擔能力與還款能力 - 在免息免供期完結後,按揭還款額及利息可能會大幅增加。鑑於利息處於上升周期,利息支出可能會進一步上升;以及
- Seek legal advice on your rights and obligations under the financing plan and the sale and purchase agreement. For instance, what are your options if the financing plan is no longer available or you are not able to obtain a loan thereunder? 就你在財務計劃和買賣合約方面的權利與義務徵詢法律意見。舉例說,如有關財務計 劃不再接受申請,或你未能根據有關計劃取得貸款,你有什麼選擇?

# 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」)爲提供服務及產品(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 爲「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」)提供的的服務、物業、物業發展項目或産品的質量進行調查(自願性質參與);
- (vii) 促銷服務、物業、物業發展項目、産品及其他標的(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) 在香港境内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

爲促進上述用途,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:
  - 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) 爲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) 爲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<u>不欲</u>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,其地址爲香港港灣道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(視情况而定),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:
  - 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 ( $\checkmark$ ) 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 ( $\checkmark$ ) 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

 $\Box$  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:

#### List of gifts, financial advantage or benefits 贈品、財務優惠或利益的列表

Part I

第I部份

 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.

- 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. 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一手買 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);而有關還款 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。

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 first-hand 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一手買方及不可轉讓。賣方有絕對酌情權決定所有相關事項,包括但不限於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 the first-hand Purchaser only and shall not be transferable. The Vendor has absolute discretion in deciding all relevant matters including but not limited to 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. 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。如 其後發現買方不應獲得任何現金回贈,買方收到賣方要求後須立即退回相關現金回贈予賣方。

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. If subsequently it is discovered that the Purchaser is not entitled to any cash rebate(s), the Purchaser shall forthwith upon demand from the Vendor refund the relevant cash rebate(s) to the Vendor.

7. 賣方的指定財務機構(忠誠財務有限公司)為賣方的有聯繫公司(「指定財務機構」)。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, 無論是促致、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。

The Vendor's designated financing company (Honour Finance Company, Limited) is a related company of the Vendor ("designated financing company"). The designated financing company does 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. 由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,否則貸款申請將不會獲批核。

The maximum loan amount, interest rate and terms of any loan to be offered by the 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 application shall not be approved.

9. (只適用於公司買方)如於支付樓價餘額的日期前(包括該日期),買方的股東結構及/或董事 於沒有得到賣方的書面同意下有任何變動(包括減少、增加、取代或更換),賣方有絕對酌情權 (但無責任)取消及/或撤回就購買該期數指明住宅物業而提供予買方的指定贈品、財務優惠或利 益(於相關附件如此表述)。在此情況下,如賣方取消及/或撤回的指定贈品、財務優惠或利益 已由賣方提供或給予買方,買方須立即將該等指定贈品、財務優惠或利益退回及/或退還賣方。 買方不會為此獲得任何補償。作為享有指定贈品、財務優惠或利益的先決條件,買方須提供賣方 不時要求的文件及資料以顯示及證明買方所有董事和股東的數目和身份以及買方的股東架構及/ 或董事並無變動。如有任何爭議,賣方之決定為最終並對買方有約束力。

(Applicable to corporate Purchaser only) If there are any changes (including any reduction, increase, substitution or replacement) in the shareholder structure and/or the directorship of the Purchaser at any time prior to (and including) the date of payment of balance of Purchase Price without the Vendor's written consent, the Vendor shall be entitled (but not obliged) to in its absolute discretion cancel and/or withdraw the designated gift(s), financial advantage(s) or benefit(s) (which are stated as such in the relevant annex) to be made available to the Purchaser in connection with the purchase of a specified residential property in the Phase. In such event, if any of the designated gift(s), financial advantage(s) or benefit(s) being cancelled and/or withdrawn by the Vendor has already been provided or given by the Vendor to the Purchaser, the Purchaser shall return and/or refund such designated gift(s), financial advantage(s) or benefit(s), financial advantage(s) or benefit(s), the Purchaser shall provide documents and information as requested by the Vendor from time to time to show and prove the number and identity of all of the directors and shareholders of the Purchaser. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.

#### <u>Annex 14</u> 附件 14

<u>Part II</u> 第 II 部份

(ST2)	ST2 付款計劃
	ST2 Payment Plan

### 印花稅直送(指定贈品、財務優惠或利益) Stamp Duty Express (the designated gift, financial advantage or benefit)

 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 only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)

如買方於要約表格選擇印花稅直送,買方可享有印花稅直送,其金額相等於要約表格中所指明的金額。詳情請參閱附件 14.1。

Where the Purchaser selects the Stamp Duty Express in the Offer Form, the Purchaser shall be eligible for the Stamp Duty Express in an amount equal to the amount specified in the Offer Form. Please see Annex 14.1 for details.

#### 2. 新地會會員現金回贈 SHKP Club Member Cash Rebate

#### 如買方為新地會會員(即在付清樓價餘額之日或之前,最少一位個人買方(如買方是以個人名義)或最少一位買方之 董事(如買方是以公司名義)須為新地會會員),買方在按正式合約付清樓價餘額的情況下,可獲港幣\$10,000現金回

贈。

If the Purchaser is a SHKP Club member (i.e. at least one individual Purchaser (if the Purchaser is an individual(s)) or at least one director of the Purchaser (if the Purchaser is a corporation) is a SHKP Club member on or before the date of settlement of the balance of the Purchase Price), subject to settlement of the balance of the Purchase Price in accordance with the Agreement, the Purchaser shall be entitled to a cash rebate of HK\$10,000.

買方須於付清樓價餘額之日前最少 30 日以書面向賣方申請新地會會員現金回贈,賣方會於收到申請並證實有關資料無誤後將新地會會員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 SHKP Club Member Cash Rebate at least 30 days before the date of settlement of the balance of the Purchase Price. After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the SHKP Club Member Cash Rebate for part payment of the balance of the Purchase Price directly.

#### 3. 貸款優惠

#### Loan Offer

買方可向賣方的指定財務機構(忠誠財務有限公司,為賣方的有聯繫公司)申請以下其中一項貸款優惠:

The Purchaser may apply for ONLY ONE of the following loan offers from the Vendor's designated financing company (Honour Finance Company, Limited, which is a related company of the Vendor):

#### (a) 備用第一按揭貸款(指定贈品、財務優惠或利益)

Standby First Mortgage Loan (the designated gift, financial advantage or benefit)

 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 only applicable to the Purchaser who is an individual or a 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75%,惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附件 14.2(a)。

The maximum amount of the Standby First Mortgage Loan shall be 75% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. Please see Annex 14.2(a) for details.

#### (b) 備用第二按揭貸款(指定贈品、財務優惠或利益)

Standby Second Mortgage Loan (the designated gift, financial advantage or benefit)

 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 only applicable to the Purchaser who is an individual or a 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20%,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75%,或應繳付之樓價餘額,以較低者為準。詳情請參閱附件14.2(b)。 The maximum amount of the Standby Second Mortgage Loan amount shall be 20% 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 75% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. Please see Annex 14.2(b) for details.

#### (c) 置尊 120 Grand 120

#### 只適用於個人名義買方 only applicable to the Purchaser who is an individual

Please see Annex 14.2(c) for details. 詳情請參閱附件14.2(c)。

『淨樓價』一詞指樓價扣除第1段所述的印花稅直送(如有)及第2段所述的新地會會員現金回贈(如有)後的金額。 The term "Net Purchase Price" means the amount of the Purchase Price after deducting the Stamp Duty Express (if any) as set out in paragraph 1 and the SHKP Club Member Cash Rebate (if any) as set out in paragraph 2.

#### 4. 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,凡該物業有欠妥之處,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。

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 sale and purchase of the Property rectify any defects to the Property.

為免疑問,首3年保修優惠不適用於該欠妥之處由正常損耗、任何人之行為或疏忽造成;及園景及盆栽(如有)。 For the avoidance of doubt, the First 3 Years Warranty Offer does not apply to any defects caused by fair wear and tear, the act or neglect of any person; and the landscaping and potted plants (if any).

首3年保修優惠受其他條款及細則約束。

The First 3 Years Warranty Offer is subject to other terms and conditions.

#### <u>Annex 14</u> 附件 14

#### 附件 14.1 印花稅直送 (指定贈品、財務優惠或利益) Annex 14.1 Stamp Duty Express (the designated gift, financial advantage or benefit)

- 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;及 only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s); and
- 只適用於在要約表格選擇印花稅直送的買方 only applicable to the Purchaser who selects the Stamp Duty Express in the Offer Form
  - (I) 在買方按正式合約付清樓價(包括臨時訂金、加付訂金、部分付款及樓價餘額)的情況下,買方可享有印花稅直送(『印花稅直送』)(其金額為要約表格所指明的金額)。
     Subject to the settlement of the Purchase Price in accordance with the Agreement (if applicable, including all revised Agreement and supplemental agreement(s)), the Purchaser shall be eligible for the Stamp Duty Express ("Stamp Duty Express") (which amount shall be the amount specified in the Offer Form).
  - (II) 印花稅直送的主要用途為代買方繳付正式合約的應繳的從價印花稅(「AVD」)(或其部份)。 不多於指明上限(如有)金額之印花稅直送部份將用於繳付AVD(或其部份)。如前述用於 繳付AVD(或其部份)之印花稅直送部份以下稱為「AVD部份」。沒有如前述用途使用之印 花稅直送部份或剩餘金額(以下稱為「剩餘部份」)將直接用於支付該物業的部份樓價餘額 (作為現金回贈)。

The primary purpose of Stamp Duty Express is for payment (or part payment) of the ad valorem stamp duty chargeable on the Agreement ("**AVD**") on behalf of the Purchaser. Only the amount of Stamp Duty Express to the extent of the specified cap (if any) is for payment (or part payment) of AVD. The portion of Stamp Duty Express that is for payment (or part payment) of AVD as aforesaid is hereinafter referred to as "**AVD Portion**". The portion or remaining amount of Stamp Duty Express not so used as aforesaid (hereinafter referred to as "**Remaining Portion**") will be applied for part payment of the balance of purchase price of the Property directly (as a cash rebate).

(III) 買方仍須負上繳付AVD的主要責任,及須負責繳付實際AVD的金額與「AVD部份」的金額之間的差額(如有)、加蓋買賣合約副本及(如印花稅條例要求)(如適用)臨時買賣合約的定額費用。

The Purchaser shall remain primarily liable for payment of the AVD, and shall be responsible for payment of the difference (if any) between the actual amount of AVD and the amount of the "AVD Portion", the fixed fee for stamping a counterpart of the Agreement and (where required by the Stamp Duty Ordinance) (if applicable) the preliminary agreement for sale and purchase.

(IV) 在賣方首次應用「AVD部份」繳付AVD(或其部份)後:

After the "AVD Portion" has been applied for payment (or part payment) of the AVD by the Vendor for the first time:

 在買方按正式合約付清樓價餘額的情況下,賣方會將「剩餘部份」(如有,作為現金回贈) 直接用於支付該物業的部份樓價餘額。
 Subject to settlement of the balance of the Purchase Price in accordance with the Agreement, the Vendor will apply the "Remaining Portion" (if any, as a cash rebate) for part payment of the balance of the Purchase Price of the Property directly.

#### <u>Annex 14</u> 附件 14

 賣方在如前述繳付或應用印花稅直送後,賣方對買方關於此優惠的責任將完結。即使樓價 日後有更改(不論是否因買方日後申請更改支付辦法獲得賣方同意或其他原因)或該物業的 購買被印花稅署視為構成一宗更大交易或一系列交易的一部分,「印花稅直送」的金額不 會因樓價更改而調整,賣方亦無須向買方代繳任何進一步的印花稅。
 After the Vendor has paid or applied the Stamp Duty Express as aforesaid, the Vendor's obligation to the Purchaser under this benefit will be discharged. Even if there is a change in the Purchase Price in the future (whether due to the Purchaser's application to change the terms of payment which has been approved by the Vendor or other reason or the purchase of the Property shall be considered by the Stamp Office to form part of a larger transaction or series of transactions, the amount of the Stamp Duty Express will not be adjusted as a result of the change in the Purchase

Price and the Vendor is no longer required to pay any additional stamp duty for the Purchaser.

- (V) 如買方沒有按正式合約完成購買該物業,印花稅直送的全額將須退還給賣方。
   If the Purchaser does not complete the purchase of the Property in accordance with the Agreement, the full amount of the Stamp Duty Express shall be refunded to the Vendor.
- (VI) 如買方為香港註冊成立的有限公司,

If the Purchaser is a limited company incorporated in Hong Kong,

買方須向賣方提供於臨時合約日期及於支付樓價餘額日期當天的所有股東和所有董事的詳細資料。

The Purchaser shall provide the Vendor with details of all shareholders and all directors of the Purchaser as at the date of the Preliminary Agreement and the date of payment of balance of purchase price of the Property.

- 於簽署臨時合約之時,買方的所有股東及所有董事須向賣方提供有關退還印花稅直送及 有關印花稅直送的其他事項的擔保及彌償(按賣方規定的格式及不得作出修改)。
   All shareholders and all directors of the Purchaser shall provide a guarantee and indemnity (in the form prescribed by the Vendor without amendments) regarding refund of the "Stamp Duty Express" and other matters relating to "Stamp Duty Express" to the Vendor upon signing of the Preliminary Agreement.
- 於支付樓價餘額的日期前(包括該日期),買方的股東結構及/或董事於沒有得到賣方的書面同意下不得有任何變動(包括減少、增加、取代或更換)。如於支付樓價餘額的日期前(包括該日期)發生任何此類變動,買方將不再符合資格享有「印花稅直送」, 買方須立即將「印花稅直送」的全額退還給賣方。賣方亦不會將「印花稅直送」的剩餘金額(如有)(作為現金回贈)直接用於支付該物業的部份樓價餘額。
   There shall not be any changes (including any reduction, increase, substitution or replacement) in the shareholder structure and/or the directorship of the Purchaser at any time prior to (and including) the date of payment of balance of purchase price of the Property without the Vendor's written consent. If there are any such changes at any time prior to (and including) the date of purchase price of the Property without the Vendor's written consent, the Purchaser shall no longer be eligible for the Stamp Duty Express. The Purchaser shall forthwith refund the full amount of the Stamp Duty Express (if any) (as a cash rebate) for part payment of the balance of the Purchase Price of the Property directly.
- (VII) 賣方對投標者是否為香港註冊成立的有限公司及其所有股東及董事均為個人的決定為最終的, 投標者不得就此提出任何申索或反對。

The Vendor's decision as to whether the Tenderer is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s) is final and the Tenderer shall not raise any claims or objections in respect thereof.

- (VIII) 若有爭議,賣方的決定為最終決定並對買方具有約束力。 In case of dispute, the Vendor's determination shall be final and binding on the Purchaser.
- (IX) 印花稅直送受其他條款及細則約束。
   The Stamp Duty Express is subject to other terms and conditions.

#### 附件 14.2(a) 備用第一按揭貸款 (指定贈品、財務優惠或利益) Annex 14.2(a) Standby First Mortgage Loan (the designated gift, financial advantage or benefit)

• 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

## only applicable to the Purchaser who is an individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)

賣方的指定財務機構(忠誠財務有限公司,為賣方的有聯繫公司)(『指定財務機構』)提供備用第一按 揭貸款(『第一按揭貸款』)之主要條款如下:

The key terms of a Standby First Mortgage Loan ("First Mortgage Loan") offered by the Vendor's designated financing company (Honour Finance Company, Limited, which is a related company of the Vendor) ("designated financing company") are as follows:

(I) 買方於付清樓價餘額之日前最少60日以書面向指定財務機構申請第一按揭貸款。指定財務機構將不會處理逾期貸款申請。

The Purchaser makes a written application to the designated financing company for a First Mortgage Loan not less than 60 days before the date of settlement of the balance of the Purchase Price. Late loan applications will not be processed by the designated financing company.

(II) 第一按揭貸款的最高金額為有關付款計劃所述之淨樓價的75%,惟貸款金額不可超過應繳付 之樓價餘額。

The maximum amount of the First Mortgage Loan shall be 75% of the Net Purchase Price as mentioned in the relevant payment plan, provided that the loan amount shall not exceed the balance of Purchase Price payable.

(III) 首36個月之利率為:

Interest rate for the first 36 months shall be:

- (如第一按揭貸款的金額不超過樓價的60%)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% p.a.; 或
   (If the amount of the First Mortgage Loan does not exceed 60% of the Purchase Price) 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% p.a.; or
- (如第一按揭貸款的金額超過樓價的60%,但不超過樓價的75%)港元最優惠利率減1.75% p.a.,

(If the amount of the First Mortgage Loan exceeds 60% of the Purchase Price, but does not exceed 75% of the Purchase Price) Hong Kong Dollar Best Lending Rate minus 1.75% p.a.,

其後之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認可而定。 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) 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.
- (IVA) (只適用於買方為香港註冊成立的有限公司及其所有股東及董事均為個人) 買方於接納書的日期的所有股東和所有董事,必須成為第一按揭貸款的擔保人。
   (Only applicable to the Purchaser who is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))

All shareholder(s) and all director(s) of the Purchaser as at the date of the Letter of Acceptance, shall be the guarantor(s) for the First Mortgage Loan.

- (V) 該物業只可供買方或 (如買方為公司) 買方的股東及/或董事自住。
   The Property shall only be self-occupied by the Purchaser, or (if the Purchaser is a company) its shareholder(s) and/or director(s).
- (VI) 第一按揭貸款年期最長為25年。The maximum tenor of First Mortgage Loan shall be 25 years.
- (VII) 買方須以按月分期償還第一按揭貸款。
   The Purchaser shall repay the First Mortgage Loan by monthly instalments.

(VIII) 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)進行信貸審查及評估。買方及其擔保人(如有)必須提供指定財務機構所要 求的資料及文件,否則貸款申請將不會獲處理。

The Purchaser and his/her/its guarantor(s) (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 and assessment on the Purchaser and his/her/its guarantor(s) (if any). For the avoidance of doubt, the Purchaser and his/her/its guarantor(s) (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

- (IX) 每月(所有種類)供款總額不可高於每月收入總額的50%。
   The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income.
- (X) 第一按揭貸款申請須由指定財務機構獨立審批。
   The First Mortgage Loan application shall be approved by the designated financing company independently.
- (XI) 全數或部分償還不徵收提前償還罰款。No prepayment penalty for full repayment or partial prepayment is levied.
- (XII) 買方須就申請第一按揭貸款支付港幣\$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 First Mortgage Loan.

(XIII) 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代墊付費用。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代墊付費用。

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.

(XIV) 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(s) (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.

(XV) 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。不論審批結果如何,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 of the loan, 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 the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement.

- (XVI) 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.
- (XVII) 賣方無給予或視之為已給予任何就第一按揭貸款之安排及批核的陳述或保證。 No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the First Mortgage Loan.

#### 附件 14.2(b) 備用第二按揭貸款 (指定贈品、財務優惠或利益) Annex 14.2(b) Standby Second Mortgage Loan (the designated gift, financial advantage or benefit)

• 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

## only applicable to the Purchaser who is an individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)

賣方的指定財務機構(忠誠財務有限公司,為賣方的有聯繫公司)(『指定財務機構』)提供備用第二按 揭貸款(『第二按揭貸款』)之主要條款如下:

The key terms of a Standby Second Mortgage Loan ("Second Mortgage Loan") offered by the Vendor's designated financing company (Honour Finance Company, Limited, which is a related company of the Vendor) ("designated financing company") are as follows:

(I) 買方於付清樓價餘額之日前最少60日以書面向指定財務機構申請第二按揭貸款。指定財務機構將不會處理逾期貸款申請。

The Purchaser makes a written application to the designated financing company for a Second Mortgage Loan not less than 60 days before the date of settlement of the balance of the Purchase Price. Late loan applications will not be processed by the designated financing company.

 (II) 第二按揭貸款的最高金額為有關付款計劃所述之淨樓價的20%,惟第一按揭貸款(由第一按揭 銀行提供)及第二按揭貸款總金額不可超過淨樓價的75%,或應繳付之樓價餘額,以較低者為 準。

The maximum amount of the Second Mortgage Loan shall be 20% of the Net Purchase Price as mentioned in the relevant payment plan, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall not exceed 75% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower.

(III) 首36個月之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1.75% p.a.,其後之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認可而定。

Interest rate for the first 36 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 1.75% 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) 第二按揭貸款以該物業之第二法定按揭作抵押。
 The Second Mortgage Loan shall be secured by a second legal mortgage over the Property.

(IVA) (只適用於買方為香港註冊成立的有限公司及其所有股東及董事均為個人)
 (Only applicable to the Purchaser who is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))
 買方於接納書的日期的所有股東和所有董事,必須成為第二按揭貸款的擔保人。
 All shareholder(s) and all director(s) of the Purchaser as at the date of the Letter of Acceptance shall be the guarantor(s) for the Second Mortgage Loan.

(V) 該物業只可供買方或(如買方為公司) 買方的股東及/或董事自住。
 The Property shall only be self-occupied by the Purchaser, or (if the Purchaser is a company) its shareholder(s) and/or director(s).

#### <u>Annex 14</u> 附件 14

(VI) 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.

- (VII) 買方須以按月分期償還第二按揭貸款。
   The Purchaser shall repay the Second Mortgage Loan by monthly instalments.
- (VIII) 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)進行信貸審查及評估。買方及其擔保人(如有)必須提供指定財務機構所要 求的資料及文件,否則貸款申請將不會獲處理。

The Purchaser and his/her/its guarantor(s) (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 for the last 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor(s) (if any). The Purchaser and his/her/its guarantor(s) (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

- (IX) 每月(所有種類)供款總額不可高於每月收入總額的50%。
   The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income.
- (X) 第一按揭銀行須為指定財務機構所指定及轉介之銀行,買方並且須得到第一按揭銀行同意辦理第二按揭貸款。請注意,第一按揭銀行已原則上同意指定財務機構可在銀行信貸評估的基礎上向買方提供第二按揭貸款,並將第二按揭貸款的條款納入銀行的按揭審批考慮。 The first mortgagee bank shall be nominated and referred by the designated financing company and the Purchaser shall obtain consent from the first mortgagee bank to apply for the Second Mortgage Loan. Please note that, the first mortgagee bank has agreed in principle that the designated financing company may offer the Second Mortgage Loan to the Purchaser subject to bank's credit assessment, and will take into account the terms of the Second Mortgage Loan in accordance with bank's credit approval.
- (XI) 第一按揭貸款申請(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 application (offered by the first mortgagee bank) and the Second Mortgage Loan application shall be approved by the relevant mortgagees independently.
- (XII) 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代墊付費 用。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代墊付費用。

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.

- (XIII) 全數或部分償還不徵收提前償還罰款。No prepayment penalty for full repayment or partial prepayment is levied.
- (XIV) 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.

- (XV) 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(s) (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.
- (XVI) 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。不論審批結果如何,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 of the loan, 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 the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement.

- (XVII) 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.
- (XVIII) 賣方無給予或視之為已給予任何就第二按揭貸款之安排及批核的陳述或保證。 No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and 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.

附件 14.2(c) 置尊 120 Annex 14.2(c) Grand 120

 只適用於個人名義買方 only applicable to the Purchaser who is an individual

買方可向賣方的指定財務機構(忠誠財務有限公司,為賣方的有聯繫公司)(『指定財務機構』)申請置 尊120(『樓價貸款』),主要條款如下:

The Purchaser can apply to the Vendor's designated financing company (Honour Finance Company, Limited, which is a related company of the Vendor) ("designated financing company") for the Grand 120 ("Payment Financing"). Key terms are as follows:

(I) 買方須於付清樓價餘額之日前最少60日以書面向指定財務機構申請樓價貸款。指定財務機構 將不會處理逾期貸款申請。

The Purchaser shall make a written application to the designated financing company for the Payment Financing not less than 60 days before the date of settlement of the balance of the Purchase Price. Late loan applications will not be processed by the designated financing company.

(II) 樓價貸款必須以本物業之第一法定按揭及一個(或以上)香港住宅物業(「現有物業」)之第一法 定按揭作為抵押。以下為現有物業的基本要求:

The Payment Financing shall be secured by a first legal mortgage over the Property and a first legal mortgage over one (or more) Hong Kong residential property(ies) ("Existing Property"). The following are the basic requirements of the Existing Property:

 現有物業的註冊業主(或其中一位註冊業主)必須為買方(或買方其中一位)或買方的近親 (即配偶、父母(或配偶的父母)、子女、兄弟、姊妹、祖父母、外祖父母、孫、孫女、外孫 或外孫女)或買方其中一位的近親;及

The registered owner of the Existing Property (or any one of the registered owners) must be the Purchaser (or any one of the Purchasers) or a close relative (i.e. spouse, parents (or spouse's parents), children, brothers, sisters, grandparents or grandchildren) of the Purchaser or a close relative of any one of the Purchasers; and

- 現有物業的業權良好;及 The title to the Existing Property is good; and
- 現有物業沒有出租;及 The Existing Property is not leased out; and
- 現有物業沒有銀行按揭以外的其他按揭或產權負擔;及
   The Existing Property is not subject to any mortgage or incumbrance other than bank mortgage; and
- 現有物業不屬於村屋、1980年前發出入伙紙的單幢式住宅物業、有轉讓限制的物業或非 屋苑式的離島物業等;及

The Existing Property is not a village-type house, nor a residential property in a single block with an Occupation Permit issued before 1980, nor property which is subject to alienation restrictions and nor non-estate-type property situated on the outlying islands, etc.; and

• 現有物業的價值必須符合以下要求: The value of the Existing Property must satisfy the following requirements:

於申請樓價貸款時	指定財務機構估算現有物業的價值(「估算價」
At the time of application for the Payment	值」)
Financing	The designated financing company's valuation
	of the Existing Property ("Valuation")
現有物業或(如多於一個現有物業)全部	現有物業的(總)估算價值為樓價的50%或以
現有物業沒有任何按揭	上
The Existing Property or (if more than one	The (total) Valuation of the Existing
Existing Property) all Existing Properties	Property(ies) is 50% of the Purchase Price or
do not have any mortgage	above
現有物業或(如多於一個現有物業)任何	現有物業的(總)估算價值為樓價的80%或以
一個或以上現有物業有銀行按揭	上
The Existing Property or (if more than one	The (total) Valuation of the Existing
Existing Property) any one or more of the	Property(ies) is 80% of the Purchase Price or
Existing Property(ies) is/are mortgaged to	above
a bank	

儘管符合上述要求,指定財務機構保留權利不接受現有物業作為抵押品。 Notwithstanding that the above requirements might have been met, the designated financing company reserves the right not to accept the Existing Property as security.

(III) 本物業只可供買方自住。

The Property shall only be self-occupied by the Purchaser.

(IV) 樓價貸款必須一次過全部提取,並只可首先用於繳付樓價餘額(「A部份」)及(如適用)然後用 於償還現有物業的按揭貸款(「B部份」)。如樓價貸款不足以償清現有物業的按揭貸款,現有 物業的註冊業主須自行安排資金以償清現有物業的按揭貸款。

The Payment Financing shall be fully drawn in one lump sum and shall only be applied for firstly payment of the balance of the Purchase Price ("Tranche A") and (if applicable) secondly repayment of the mortgage loan of the Existing Property ("Tranche B"). If the mortgage loan of the Existing Property cannot be fully repaid by the Payment Financing, the registered owner of the Existing Property shall arrange his/her own funds to fully repay the mortgage loan of the Existing Property.

(V) 樓價貸款的A部份及B部份的最高金額如下:

The maximum amounts of Tranche A and Tranche B of the Payment Financing are as follows:

情況	現有物業的(總)估算價值	A部份	B部份
Situation	The (total) Valuation of the Existing	(用於繳付樓價餘額)	(用於償還現有物業
	Property(ies)	Tranche A	的按揭貸款)
		(for payment of the	Tranche B
		balance of the	(for repayment of the
		Purchase Price)	mortgage loan(s) of
			the Existing
			Property(ies))
1	樓價100%或以上	樓價的90%*	樓價的30% <sup>@</sup>
	100% of the Purchase Price or above	90% of the Purchase	30% of the Purchase
		Price*	Price <sup>@</sup>

2	樓價90%或以上,但少於樓價100%	樓價的90%*	樓價的20% <sup>@</sup>
	90% of the Purchase Price or above,	90% of the Purchase	20% of the Purchase
	but less than 100% of the Purchase	Price*	Price <sup>@</sup>
	Price		
3	樓價80%或以上,但少於樓價90%	樓價的90%*	樓價的10% <sup>@</sup>
	80% of the Purchase Price or above,	90% of the Purchase	10% of the Purchase
	but less than 90% of the Purchase	Price*	Price <sup>@</sup>
	Price		
4	樓價70%或以上,但少於樓價80%	樓價的90%*	不適用
	70% of the Purchase Price or above,	90% of the Purchase	Not applicable
	but less than 80% of the Purchase	Price*	
	Price		
5	樓價60%或以上,但少於樓價70%	樓價的80%*	
	60% of the Purchase Price or above,	80% of the Purchase	
	but less than 70% of the Purchase	Price*	
	Price		
6	樓價50%或以上,但少於樓價60%	樓價的70%*	
	50% of the Purchase Price or above,	70% of the Purchase	
	but less than 60% of the Purchase	Price*	
	Price		

- \* 扣除所有賣方將提供用以支付樓價餘額部份的現金回贈等(如有)後的金額,惟貸款金額不可超過應繳付之樓價餘額。
- \* less all cash rebate(s) (if any) that will be offered by the Vendor for part payment of the balance of the Purchase Price, provided that the loan amount shall not exceed the balance of the Purchase Price.
- <sup>@</sup> 惟貸款金額不可超過現有物業的(總)按揭貸款餘額。
- <sup>(a)</sup> provided that the loan amount shall not exceed the (total) balance of the mortgage loan of the Existing Property(ies).

因應不同付款計劃的支付條款,如買方意欲申請最高貸款金額,可能須提前支付樓價餘額。 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,對貸款金額作出調整。 Depending on the different terms of payment under the payment plans, the Purchaser intending to apply for the maximum loan amount may have to early settle the balance of the Purchase Price. The designated financing company will adjust the loan amount in accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor(s) (if any).

- (VI) 利率為3.68% p.a.。最終利率以指定財務機構認可而定。
   Interest rate shall be 3.68% p.a.. The final interest rate will be subject to approval by the designated financing company.
- (VII) 樓價貸款的期限最長為36個月。 The maximum tenor of the Payment Financing shall be 36 months.
- (VIII) 買方須以以下方式償還樓價貸款: The Purchaser shall repay the Payment Financing in the following manner:
  - 每月供款相當於樓價0.5%,先用於支付利息,餘款用於償還樓價貸款的A部份;及 monthly instalment amount equivalent to 0.5% of the Purchase Price shall be paid to settle interest first, and the balance shall be applied for repayment of the Tranche A of the Payment Page 16 of 20

Financing; and

- 於到期日,全數償還樓價貸款餘款及利息。
   fully repay the balance of the Payment Financing and interest on the maturity date.
- (IX) 全數或部分償還不徵收提前償還罰款。
   No prepayment penalty for full repayment or partial prepayment is levied.
- (X) 買方可向指定財務機構申請附件14.2(d)所述的延續貸款,於樓價貸款到期日用以償還樓價貸款的A部份。延續貸款的最高金額為:

The Purchaser may apply to the designated financing company for the Extended Loan as set out in Annex 14.2(d)) for repayment of the Tranche A of the Payment Financing upon the maturity date of the Payment Financing. The maximum amount of the Extended Loan shall be:

於申請樓價貸款時	延續貸款的最高金額
At the time of application for the Payment	The maximum amount of the Extended
Financing	Loan
現有物業或(如多於一個現有物業)全部現	樓價貸款的到期日須償還的樓價貸款的
有物業沒有任何按揭	A部份的餘款減去樓價的10%。
The Existing Property or (if more than one	the balance of the Tranche A of the
Existing Property) all Existing Properties do	Payment Financing repayable on maturity
not have any mortgage	date of the Payment Financing less 10% of
	the Purchase Price.
現有物業或(如多於一個現有物業)任何一	樓價貸款的到期日須償還的樓價貸款的
個或以上現有物業有銀行按揭	A部份的餘款。
The Existing Property or (if more than one	the balance of the Tranche A of the
Existing Property) any one or more of the	Payment Financing repayable on maturity
Existing Property(ies) is/are mortgaged to a	date of the Payment Financing.
bank	

指定財務機構會因應買方及其擔保人(如有)的信貸評估結果,對貸款金額作出調整。詳情請參 閱附件14.2(d)。

The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her guarantor(s) (if any). Please see Annex 14.2(d) for details.

(XI) 買方須提供指定財務機構所需文件,包括但不限於在指定財務機構要求下提供信貸報告、還款紀錄及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估。買方必須提供指定財務機構所要求的資料及文件,否則貸款申請將不會獲處理。

The Purchaser is required to provide necessary documents upon request from the designated financing company, including without limitation, credit report, repayment record and/or banking record. The designated financing company will conduct credit check and assessment on the Purchaser and his/her guarantor(s) (if any). The Purchaser shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

#### (XII) 買方須提供足夠文件證明其還款能力(包括每月供款及到期還款)。

The Purchaser is required to provide sufficient documents to prove his/her repayment ability (including monthly instalments and the repayment on maturity).

(XIII) 樓價貸款申請須由指定財務機構獨立審批。

The Payment Financing application shall be approved by the designated financing company independently.

- (XIV) 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 guarantor(s) (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and the other conditions) as set out in the relevant payment plan.
- (XV) 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、批出貸款金額及其條款, 指定財務機構有最終決定權。不論審批結果如何,買方仍須按正式合約(如適用,包括所有修 改後的正式合約及補充合約)完成本物業的交易及繳付本物業的樓價全數。 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, the approved loan amount of the loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement (if applicable, including all revised Agreement and supplemental agreement(s)).
- (XVI) 所有樓價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(惟買方須自行支付為證明其現有物業良好業權之 補契費用(如有)。如買方就樓價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 關費用及代墊付費用。如現有物業有按揭,買方須自行聘請律師辦理解除按揭手續並支付相 關律師費用及代墊付費用。

All legal documents of the Payment Financing 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 (except that the expenses for obtaining any missing title deeds (if any) in order to prove good title of the Existing Property shall be borne by the Purchaser). If the Purchaser shall instruct his/her own solicitors to act for him/her in the Payment Financing, the Purchaser shall bear his/her own solicitors' relevant costs and disbursements. If the Existing Property is mortgaged, the Purchaser shall instruct his/her own solicitors to handle the release of the mortgage and bear his/her own solicitors' relevant costs and disbursements.

- (XVII) 樓價貸款受其他條款及細則約束。 The Payment Financing is subject to other terms and conditions.
- (XVIII) 賣方無給予或視之為已給予任何就樓價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 Payment Financing.

附件 14.2(d) 延續貸款 Annex 14.2(d) Extended Loan

- 只適用於個人名義買方 only applicable to the Purchaser who is an individual
- (I) 買方於有關貸款(指附件14.2(c)所述之置尊120)的到期日前最少60日以書面方式向指定財務機構(忠誠財務有限公司,為賣方的有聯繫公司)(『指定財務機構』)申請延續貸款(「延續貸款」)。 指定財務機構將不會處理逾期貸款申請。

The Purchaser makes a written application to the designated financing company (Honour Finance Company, Limited, which is a related company of the Vendor) ("designated financing company") for the Extended Loan ("Extended Loan") not less than 60 days before the maturity date of the relevant loan (refers to the Grand 120 as set out in Annex 14.2(c)). Late loan applications will not be processed by the designated financing company.

- (II) 延續貸款的最高金額請參閱附件14.2(c)。
   The maximum amount of the Extended Loan shall be as mentioned in Annex 14.2(c).
- (III) 延續貸款必須以有關貸款申請時所要求的第一法定按揭作為抵押。
   The Extended Loan shall be secured by the first legal mortgage(s) as per the requirement at the time of application for the relevant loan.
- (IV) 本物業只可供買方自住。The Property shall only be self-occupied by the Purchaser.
- (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)進行信貸審查及評估。買方及其擔保人(如有)必須提供指定財務機構所要 求的資料及文件,否則貸款申請將不會獲處理。

The Purchaser and his/her guarantor(s) (if any) shall provide sufficient documents to prove his/her repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note for the last 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her guarantor(s) (if any). The Purchaser and his/her guarantor(s) (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

- (VI) 每月(所有種類)供款總額不可高於每月收入總額的50%。 The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income.
- (VII) 延續貸款申請須由指定財務機構獨立審批。 The Extended Loan application shall be approved by the designated financing company independently.
- (VIII) 延續貸款必須一次過全部提取,並只可用於償還有關貸款餘款。 The Extended Loan shall be fully drawn in one lump sum and shall only be applied for repayment of the balance of the relevant loan.
- (IX) 延續貸款年期最長為20年。The maximum tenor of the Extended Loan shall be 20 years.

- (X) 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加1% p.a.,利率浮動。最終利率以指定財務機構認可而定。
   Interest rate shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
- (XI) 買方須以按月分期償還延續貸款。
   The Purchaser shall repay the Extended Loan by monthly instalments.
- (XII) 全數或部分償還不徵收提前償還罰款。
   No prepayment penalty for full repayment or partial prepayment is levied.

(XIII) 所有延續貸款的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代墊付費用。 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延 續貸款的律師費用及代墊付費用。

All legal documents of the Extended 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 own solicitors to act for him/her, and in such event, the Purchaser shall also bear his/her own solicitors' costs and disbursements relating to the Extended Loan.

(XIV) 買方須就申請延續貸款支付港幣\$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 Extended Loan.

 (XV) 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 guarantor(s) (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 other conditions) as set out in the relevant payment plan.

(XVI) 買方敬請向指定財務機構查詢有關延續貸款用途及詳情。延續貸款批出與否、批出貸款金額 及其條款,指定財務機構有最終決定權。

The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Extended Loan. The approval or disapproval of the loan, the approved loan amount of the Extended Loan and the terms thereof are subject to the final decision of the designated financing company.

- (XVII) 延續貸款受其他條款及細則約束。 The Extended Loan is subject to other terms and conditions.
- (XVIII) 賣方無給予或視之為已給予任何就延續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 Extended Loan.

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

Signed by the Purchaser(s) 買方簽署

WOO KWAN LEE & LO 胡 關 李 羅 律 師 行 Address : Room 2801, 28th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong 地址:香港灣仔港灣道30號新鴻基中心28字樓2801室

#### CENTURY LINK (Phase 1 & 2) (東環 第 1 期及第 2 期)

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:
- Preliminary Agreement for Sale and Purchase 臨時買賣合約 1.
- 2. Hong Kong Identity Card OR other identification document (if applicable) and original address proof (e.g. utility bill or bank 香港身份證或其他身份証明文件(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 "WOO KWAN LEE & LO" for payment of plan fee for Agreement for Sale and Purchase and miscellaneous charges (details see table below)
- 4.
- 支票抬頭請寫「胡關李羅律師行」,以支付買賣合約圖則費及雜項費用(請參閱以下收費表) A cashier order in favour of "<u>WOO KWAN LEE & LO</u>" for payment of stamp duty (see Note 1 and Note on Stamp Duty) 本票抬頭請寫「胡關李羅律師行」,以支付買賣合約的印花稅(請參閱備註(1)及印花稅須知) A cashier order in favour of "WOO KWAN LEE & LO" for payment of further deposit/part payment of purchase price (if applicable) 5. 本票抬頭請寫「胡關李羅律師行」,以支付買賣合約的再期訂金/部分樓價(如適用)

If a 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:

- Certified copy Minutes for the purchase of the premises 1. Certified copy Memorandum & Articles of Association 4. 購買有關單位之公司會議紀錄的 公司章程的認證副本 本 2.
  - Certified copy of the latest Register of Directors and Annual 5. Certified copy Certificate of Incorporation of the Return of the Company (Form NNC1/NAR1/ND2A/ND2B) Company 最近期之董事名冊認證副本及公司周年申報表 公司註冊證書的認證副本 的認證副本 3. Company Chop 6.
  - 公司膠印

Certified copy Business Registration Certificate 商業登記證的認證副本

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

Type of Documents	(A) Legal Costs	<ul> <li>(B) Miscellaneous charges payable by Purchaser</li></ul>
文件種類	律師費	買方須付雜項費用
<ul> <li>I. Formal Agreement for Sale and 正式買賣合約</li> <li>Note 1 備註(1)</li> <li>Upon signing of the Agreement and Purchase, the Purchaser sh ad valorem stamp duty and buy duty (if applicable) by way order made payable to "Woo J &amp; Lo"</li> <li>買方必須在簽署正式買賣合 行本票支付從價印花稅及買 (如適用),本票抬頭請寫「胡賺 行」.</li> </ul>	[見備忘錄(a)] <u>nt for Sale</u> <u>all pay the</u> <u>rer's stamp</u> <u>of cashier</u> <u>Kwan Lee</u> 約時用銀	<ol> <li>Land search fees and miscellaneous charges : \$550.00 田土廳查冊費及其他雜費: \$550.00</li> <li>Cost on account : \$3,000.00 預付律師費: \$3,000.00 [See Note (a) (ii) 見備忘錄 (a)(ii)]</li> <li>#Registration fee : \$210.00 #登記費: \$210.00</li> <li>Company search fees (applicable to Corporate Purchaser only) : \$400.00 公司查冊費(只適用於公司買家): \$400.00</li> <li>Plan fee for Agreement (per set) : Unit \$500.00 Car Park \$300.00 買賣合約圖則費(每套): 單位 \$500.00</li> <li>Stamp Duty and Buyer's Stamp Duty (if applicable) (Please see Note on Stamp Duty) 印花稅及買家印花稅 (如適用) (請參閱印花稅須知)</li> <li>Statutory Declaration to Stamp Office (if necessary) : \$900.00 each 擬備印花稅署之法定聲明(如需要) : 每份\$900.00</li> </ol>

認證副

#### <u>Annex 15</u> <u>附件 15</u>

	Torre of Decomposite	(A) Lagal Casta	(D) Minsellensens shares mouth her Doughteen
	Type of Documents 文件種類	(A) Legal Costs 律師費	<ul> <li>(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用</li> </ul>
II.	<ul><li>(a) First Mortgage 第一正式按揭契</li></ul>		<ol> <li>Land search fees and miscellaneous charges: \$550.00</li> <li>田土廳查冊費及其他雜費: \$550.00</li> </ol>
	Loan Amount : 貸款額 (i) not exceeding \$5,000,000.00		<ol> <li>#Registration fee : \$450.00</li> <li>#登記費 : \$450.00</li> </ol>
	不超過 \$5,000,000.00		3. #Adjudication fee for First Mortgage : \$50.00
	(ii) between \$5,000,001.00 and		#第一正式按揭契裁定費: \$50.00
	\$7,500,000.00 \$5,000,001.00 至 \$7,500,000.00 之間	\$5,000.00	4. #Filing fee at Companies Registry (applicable to Corporate Purchaser only) : \$340.00
	(iii) between \$7,500,001.00 and	\$7,000.00	#公司註冊處按揭登記費(只適用於公司買家):\$340.00
	\$10,000,000.00 \$7,500,001.00 至\$10,000,000.00 之間		<ol> <li>Bankruptcy/winding up search fees: \$100.00 (each) 個人破產/公司清盤查冊費: \$100.00 (每人/每間公司)</li> </ol>
	(iv) over \$10,000,000.00 超過\$10,000,000.00	\$8,500.00	<ol> <li>Company search fees (applicable to Corporate Purchaser only): \$400.00</li> <li>公司查冊費(只適用於公司買家):\$400.00</li> </ol>
		0.1% of Loan	公司宣而貢(只過用於公司貝豕):\$400.00
		Amount 貸款額之 0.1%	
		[see Note (b)] [見 備 忘 錄 (b)]	
	<ul><li>(b) Second Mortgage</li><li>第二正式按揭契</li></ul>	\$6,000.00 [see Note (b)]	<ol> <li>Land search fees and miscellaneous charges: \$550.00</li> <li>田土廳查冊費及其他雜費: \$550.00</li> </ol>
		[見備忘錄(b)]	2. #Registration fee : \$450.00 #登記費 : \$450.00
			3. #Adjudication fee for Second Equitable Mortgage/Second Mortgage : \$50.00
			#第二樓花按揭契及/或第二正式按揭契裁定費: \$50.00
			<ul> <li>4. #Filing fee at Companies Registry (applicable to Corporate Purchaser only): \$340.00</li> <li>#公司註冊處按揭登記費(只適用於公司買家): \$340.00</li> </ul>
			<ol> <li>Bankruptcy/winding up search fees: \$100.00 (each) 個人破產/公司清盤查冊費: \$100.00 (每人/每間公司)</li> </ol>
			<ul> <li>6. Company search fees (applicable to Corporate Purchaser only): \$400.00</li> <li>公司查冊費(只適用於公司買家):\$400.00</li> </ul>
	<ul> <li>(c) if both of the First Mortgage and Second Mortgage shall be handled by Woo Kwan Lee &amp; Lo 如第一按揭契及第二按揭契均由胡 關李羅律師行辦理</li> </ul>		
	First Mortgage Loan Amount :		
	第一按揭貸款額 (i) not exceeding \$5,000,000.00 不超過 \$5,000,000.00	\$9,000.00	
	(ii) between \$5,000,001.00 and \$7,500,000.00 \$5,000,001.00 至\$7,500,000.00 之間	\$11,000.00	
	(iii) between \$7,500,001.00 and \$10,000,000.00	\$12,500.00	

		-	
	\$7,500,001.00 至\$10,000,000.00		
	之間		
		T	
	Type of Documents 文件種類	(A) Legal Costs 律師費	<ul> <li>(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用</li> </ul>
	(iv) over \$10,000,000.00 超過\$10,000,000.00	0.1% of Loan Amount 貸款額之 0.1% + \$4,000.00	
		[see Note (b)] [見備忘錄(b)]	
III.	Assignment 轉讓契	[see Note (a)] [見 備 忘 錄 (a)]	<ol> <li>Land search fees and miscellaneous charges: \$550.00 田土廳查冊費及其他雜費: \$550.00</li> </ol>
			<ol> <li>Registration fee : \$450.00 登記費 : \$450.00</li> </ol>
			3. Plan fee for Assignment (per set):       \$1,500.00         Unit       \$1,000.00         Car Park       \$1,000.00         轉讓契圖則費 (每套):       單位         單位       \$1,500.00         車位       \$1,000.00
			<ul> <li>4. Certified copies charges for title deeds and documents : 業權契據認證副本 :</li> <li>Phase 1 (第 1 期) : \$2,143.00</li> <li>Phase 2 (第 2 期) : \$2,661.00</li> </ul>
			<ol> <li>Costs for preparing Certified copy of Deed of Mutual Covenant with plans: \$712.00 大廈公契認證副本費連圖: \$917.00</li> </ol>
			6. Stamp Duty : \$100.00 印花稅 : \$100.00
			<ol> <li>Levy Requirement under the Property Management Service Ordinance (Cap.626): \$350.00</li> <li>物業管理服務條例》(第 626 章)下的徵款要求: \$350.00</li> </ol>
			<ol> <li>Company search fees (applicable to Corporate Purchaser only): \$400.00 公司查冊費(只適用於公司買家):\$400.00</li> </ol>
			<ol> <li>Board Resolution (applicable to Corporate Purchaser only): \$500.00</li> <li>公司會議紀錄 (只適用於有限公司買家): \$500.00</li> </ol>
			<ul> <li># The above Registration Fee, Filing fee and Adjudication fee will be subject to actual fee charged by the Government</li> <li># 上述的登記費,公司註冊存檔費及釐印裁定費以政府實質收費 為準。</li> </ul>

#### NOTE 備忘錄:

(a)(i) Joint Legal Representation

If the Purchaser is the 1st purchaser of his unit from the Vendor and the Purchaser also instructs the Vendor'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

如買方為直接由賣方購買有關單位之首名買家及買方同時委託賣方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) <u>Change of Legal Representation</u>
 If the Purchaser shall instruct his own Solicitors in completing the Assignment after signing of the formal Agreement for Sale and Purchase, the Purchaser shall forthwith pay the Vendor'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).
 <u>買方中途轉換律師</u>

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,則買方須立即向賣方代表律師支付 港幣\$3,000.00,作為賣方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。

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

1.	(a) Guarantee for 1 <sup>st</sup> Mortgage and/or 2 <sup>nd</sup> Mortgage 第一按揭及/或第二按揭擔保書	\$2,500.00 each 毎份 \$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 毎套 \$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 (公司註冊處登記費用) (b)會議紀錄	\$2,500.00 for each Company 每間公司每套 \$2,500.00
3.	Supplemental Agreement 補充合約	\$2,800.00 each (exclusive of disbursements) 每份 \$2,800.00 (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.	<ul> <li>For foreign corporate purchasers :</li> <li>(a) fees for obtaining foreign lawyers' opinion</li> <li>(b) obtaining up-to-date confirmation or opinion</li> </ul>	\$6,500.00 \$1,500.00

(Remarks: Legal fees, charges and out-of-pocket expenses payable to foreign lawyers are <u>NOT</u> 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。

#### <u>Note on Stamp Duty</u> <u>印花稅須知</u>

#### Calculation of Ad Valorem Stamp Duty\* 從價印花稅計算方法如下\*

	Consideration 樓價	Ad Valorem Stamp Duty Payable 從價印花稅
( a )	Up to 不超逾 \$4,000,000	\$100
(b)	\$4,000,001 to 至 \$4,323,780	\$100 + 20% of the excess over \$4,000,000 \$100 + 超出\$4,000,000 的款額的 20%
( c )	\$4,323,781 to 至 \$4,500,000	1.5%
( d )	\$4,500,001 to 至 \$4,935,480	\$67,500 + 10% of the excess over \$4,500,000 \$67,500 + 超出\$4,500,000 的款額的 10%
( e )	\$4,935,481 to 至 \$6,000,000	2.25%
(f)	\$6,000,001 to 至 \$6,642,860	\$135,000 + 10% of the excess over \$6,000,000 \$135,000 + 超出\$6,000,000 的款額的 10%
(g)	\$6,642,861 to 至 \$9,000,000	3.00%
(h)	\$9,000,001 to 至 \$10,080,000	\$270,000 + 10% of the excess over \$9,000,000 \$270,000 + 超出\$9,000,000 的款額的 10%
(i)	\$10,080,001 to 至 \$20,000,000	3.75%
(j)	\$20,000,001 to 至 \$21,739,120	\$750,000 + 10% of the excess over \$20,000,000 \$750,000 + 超出\$20,000,000 的款額的 10%
( k )	\$21,739,121 and above 及以上	4.25%

\* subject to the enactment and the provisions of the relevant legislation 受限於有關修訂條例的生效及條文

Note: The Government announced that the Stamp Duty Ordinance would be amended to raise the maximum value of properties chargeable to a stamp duty of \$100 to \$4 million with effect from 26 February 2025. The Government will introduce the Stamp Duty (Amendment) Bill 2025 ("the Bill") into the Legislative Council to take forward the proposed adjustment. The Chief Executive has also made the Public Revenue Protection (Stamp Duty) Order 2025 under the Public Revenue Protection Ordinance (Cap. 120) to give full force and effect of law to the Bill before its enactment. Subject to the eventual passage of the Bill, the new value bands will be applicable to any instrument executed on or after 26 February 2025 for the sale and purchase or transfer of residential or non-residential property.

註:政府宣布將修訂《印花税條例》,將100元印花税適用的物業價值上限調高至4百萬元,由2025年2月26日起生效。 政府將向立法會提交《2025年印花税(修訂)條例草案》(《條例草案》)以落實該建議。行政長官亦已根據《公共收 入保障條例》(第120章)作出《2025年公共收入保障(印花税)令》,使《條例草案》在通過成為法律前具有十足法 律效力。在《條例草案》最終獲立法會通過的前提下,新税階適用於任何在2025年2月26日或之後所簽立以買賣或轉讓 住宅或非住宅物業的交易文書。

Further Deposit / Part Payment of Purchase Price and Balance of Purchase Price shall be paid by <u>CASHIER ORDER</u> drawn in favour of "WOO KWAN LEE & LO"

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「胡關李羅律師行」

#### CONTACT PERSON 聯絡人

You may contact the following staff of our firm during office hour Monday to Friday (9:30 a.m. to 12:00 noon and 2:15 p.m. to 5:00 p.m.) for enquiring the questions about signing the formal Agreement for Sale and Purchase. 如有查詢,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及下午二時十五分至五時),與下列負責職員聯絡諮詢有關簽署正式買賣合約問題。

Ms. Rella Wong 黃 美 連 小 姐 (Tel: 2586 9863)	Tower 6A	3/F
Mr. Pang Lai Yin 彭 禮 賢 先 生 (Tel: 2586 9860)	Tower 2A	11/F

Annex 15	
附件 15	



### Century Link (東環)

To: First-Hand Purchasers of Century Link 致: Century Link (東環)的一手買家

For Purchasers who purchase units handled by "Sit, Fung, Kwong & Shum Solicitors" ("the Solicitors"), please make the necessary appointment and call at the office of the Solicitors (Tel. No. 2522 8101) to sign the formal Agreement for Sale and Purchase during office hours 10:00 a.m. -4:30 p.m. from Monday to Friday (except Saturdays and Public Holidays) within 5 working days from the date of the Preliminary Agreement for Sale and Purchase.

購買由「**薛馮鄭岑律師行」("**律師行")所負責之單位之買家,敬請致電律師行(**電話: 2522 8101**)預約於臨時買賣合約簽署日期後的五個 工作日内的辦公時間內(星期一至星期五辦公時間為上午十時正至下午四時三十分(星期六及公眾假期除外))簽署正式買賣合約。

Please read carefully the "No Money Laundering" leaflet prepared by the Law Society of Hong Kong, which is available at the Sales Office or download from the website: www.hklawsoc.org.hk/-/media/HKLS/Home/Support-Member/Professional-Support/AML/Leaflet\_Eng.jpg and bring the following to the office of the Solicitors before signing the formal Agreement for Sale and Purchase.

務請首先詳閱香港律師會所發出有關「嚴禁清洗黑錢」之單張(該單張由售樓處派發或可在互聯網下載: <u>www.hklawsoc.org.hk/-</u> /media/HKLS/Home/Support-Member/Professional-Support/AML/Leaflet Chi.jpg),並於預約時間內攜帶以下文件到律師行及親自簽署正式 買賣合約。

Please bring the following upon signing the formal Agreement for Sale and Purchase at the office of Messrs. Sit, Fung, Kwong & Shum Solicitors of 25A United Centre, 95 Queensway, Admiralty, Hong Kong.

請攜帶以下文件駕臨 香港金鐘道 95 號統一中心 25A 「薛馮鄭岑律師行」簽署正式買賣合約。

- Preliminary Agreement for Sale and Purchase OR Tender Document 1. 臨時買賣合約或招標文件
- 2. Hong Kong Identity Card **OR** other identification document(s) 香港身份證或其他身份證明文件
- 3. Cheque drawn in favour of "Sit, Fung, Kwong & Shum Solicitors" for payment of disbursements of and incidental to the formal Agreement for Sale and Purchase (for details see table below) 支票抬頭請寫「**薛馮鄺岑律師行」**,以支付正式買賣合約雜項費用(詳情請參閱以下收費表)
- 4. CASHIER ORDER drawn in favour of "Sit, Fung, Kwong & Shum Solicitors" for payment of stamp duty payable under the formal Agreement for Sale and Purchase 銀行本票 抬頭請寫「薛馮鄺岑律師行」支付有關正式買賣合約的印花稅
- 5. Purchaser's address proof (e.g. latest bank statement, utility bill, etc.) and occupation proof (e.g. name card, employment letter, etc.)
- 買家住址證明(例如:最近期之銀行月結單、水電費單等)及工作證明(例如:名片、聘書等)

If Purchaser is a body corporate, please also bring the following documents and signature chop of the Company : 如買家為法人團體,請同時攜帶以下公司文件及印章:

- 1. Memorandum & Articles of Association 公司組織及章程
- Certified copy of up-to-date Register of Director(s)/Latest Form ND2A/NAR1/Latest annual return and up-to-date Register of Shareholder(s)of 2. the Company

最近期之董事登記冊核證副本、更改公司秘書及董事通知書(委任/停任)核證副本、公司周年申報表核證副本及股東登記冊核證副本

- Company Chop 3. 公司膠印
- 4. Board Resolutions for the purchase of the premises and authorising the person dealing with the purchase 購買有關單位及授權處理購買事宜人士之公司董事會議紀錄
- 5. Certified copy of Certificate of Incorporation of the Company 公司註冊證書的核證副本
- 6. **Business Registration Certificate** 商業登記證

Further Deposit(s) and Balance of Purchase Price shall be paid by CASHIER ORDER drawn in favour of "SIT, FUNG, **KWONG & SHUM SOLICITORS''** 

加付訂金及樓價餘款必須以銀行本票支付,抬頭請寫「薛馮鄺岑律師行」

#### TABLE OF CHARGES (for reference only) - subject to final confirmation and adjustment

文件種類	(A) Legal Costs 律師費		(B) Other charges, fees and disbursements payable by F 買家須付的其他收費、支出及雜項費用	urchaser
for Sale and Purchase	Payable by the Purchaser but see Note (1) below 由買家支付但見備忘錄(1)	(1)	1.2 Charges for part of certified copy title deeds <u>*</u>	HK\$1,500.00
E式買賣合約			部份業權契據核證副本費用 ※	
		(2)	Land Registry registration fee, search fee & misc. expenses 土地註冊處登記費、查冊費及其他雜費	HK\$700.00
		(3)	Companies Registry search fee (corporate purchaser only) 公司註冊處查冊費(只適用於公司買家)	HK\$400.00
		(4)	Plan fee for Agreement (per unit) (per set) (subject to the final confirmation by the architect) ※ 買賣合約圖則費 (每單位) (每套) (以則師最後收費為準) ※	
			<ul> <li>(i) Unit of Residential Towers 住宅單位</li> <li>(ii) Residential Car Parking Space 私家車車位</li> <li>(iii) Residential Motor Cycle Parking Space 電單車車位</li> </ul>	HK\$500.00 HK\$300.00 HK\$300.00
		(5)	Stamp Duty for Agreement for Sale and Purchase (subject to variation by government from time to time) 買賣合約印花稅 (如有改變,以政府之所定為準)	see Table 2 (見附表 2)
	Payable by the Purchaser but see Note (1) below 由買家支付但見備忘錄(1)	(1)	Charges for remaining certified copy title deeds (subject to adjustment) ※ 剩餘業權契據核證副本費用(按實際情況調整) ※	HK\$1,132.00
		(2)	Certified copy of Deed of Mutual Covenant with coloured plans ※ 大廈公契連彩色圖核證副本費用 ※	HK\$917.00
		(3)	Land Registry registration fee, search fee & misc. expenses 土地註冊處註冊費、查冊費及其他雜費	HK\$900.00
		(4)	Stamp Duty and Levy for Assignment (subject to variation by government from time to time)	HK\$450.00
			轉讓契據印花稅及徵款 (如有改變,以政府之所定為準)	
		(5)	Plan fee for Assignment (per unit) (per set) (subject to the final confirmation by the architect) ※ 轉讓契據圖則費 (每單位) (每套) (以則師最後收費為準) ※	
			<ul> <li>(i) Unit of Residential Towers 住宅單位</li> <li>(ii) Residential Car Parking Space 私家車車位</li> <li>(iii) Residential Motor Cycle Parking Space 電單車車位</li> </ul>	HK\$1,500.00 HK\$1,000.00 HK\$1,000.00
		(6)	Companies Registry search fee (corporate purchaser only) 公司註冊處查冊費 (只適用於公司買家)	HK\$400.00
		(7)	Board Resolutions (corporate purchaser only) 公司會議記錄 (只適用於公司買家)	HK\$500.00

#### 收費表(祗供參考之用有待最後確認及調整)

#### <u>Annex 15</u> <u>附件 15</u>

l <sup>st</sup> Mortgage/	see I	Note (2) below	(1)	#Land Registry registration fee (each) #上掛計皿書計皿書 (石仏)	HK\$450	0.00 each
<sup>st</sup> Legal Charge	見以	【下備忘錄(2)		#土地註冊處註冊費(每份)		
第一按揭契	(1)	HK\$5,000.00	(2)	#Bankruptcy/Winding-up search fee (each person/each company) #破產/清盤查冊費 (每人/每間公司)	HK\$80.	00 each *
		If loan amount at or less than	(3)	Land Registry search fee & misc. expenses 土地註冊處查冊費及其他雜費	HK\$400	).00 *
	如红	HK\$5,000,000.00 貸款額在伍佰萬元或以 下	(4)	Companies Registry search fee (corporate purchaser only)(each company) 公司註冊處查冊費(只適用於公司買家)(每間公司)	HK\$200	).00 each
	(2)	HK\$7,500.00	(5)	#Filing fee (each) (corporate purchaser only) #公司註冊處存檔費(每份) (只適用於公司買家)	1.3	<u>HK\$34</u> .00 ead
		If loan amount more than HK\$5,000,000.00 but at or less than HK\$8,000,000.00	(6)	Board Resolutions (each) (corporate purchaser only) 公司會議記錄 (每份) (只適用於公司買家)	HK\$500	*
		如貸款額超過伍佰萬 元但在捌佰萬元或以 下	(7)	Companies Registry Particulars of Charge (each) (for corporate purchaser only) 公司註冊處按揭或押記詳情表 (每份) (只適用於公司買家)	1.4	<u>HK\$1.</u> 00.00
	(3)	HK\$9,000.00				each*
		If loan amount more than HK\$8,000,000.00 but at or less than HK\$10,000,000.00	(8)	#Stamp adjudications fee (each) (if 1st Mortgage/ 1st Legal Charge provided by the Developer or its subsidiary)	1.5	
		款額超過捌佰萬元但在 萬元或以下		#釐印裁定費(每份)(如第一按揭契由發展商或其附屬公司提供)	1.6	<u>HK\$5</u> <u>00</u> each*
	(4)	0.1% of loan amount				
		if loan amount more than HK\$10,000,000.00				
	如貸	款額超過一仟萬元				
	Mortgage/1 borne by th	legal costs for 1 <sup>st</sup> <sup>st</sup> Legal Charge to be e Purchaser) 按揭之律師費由買家支				
<sup>pd</sup> Legal Mortgage if provided by the Developer or its ubsidiary) 第二按揭契		Note (2) and (3) below (下備忘錄(2)及(3)	(1)	#Land Registry registration fee (each) #土地註冊處註冊費(每份)	1.7	<u>HK\$4</u> .00 ea *
有一投调兴 如發展商或其附 屬公司有所提供)	(1)	HK5,000.00 / @HK\$8,000.00 If loan amount at or	(2)	#Stamp adjudication fee (each) #釐印裁定費 (每份)	1.8	<u>HK\$5</u> 00 eac
		less than HK\$5,000,000.00				*
	如红	貸款額在伍佰萬元或以 下	(3)	#Companies Registry Filing fee (each) (corporate purchaser only) #公司註冊處存檔費 (每份) (只適用於公司買家)	1.9	<u>HK\$3</u> .00 each*
	(2)	HK\$7,500.00 / @HK\$10,500.00 If loan amount more than HK\$5,000,000.00	(4)	Board Resolutions (each) (corporate purchaser only) 公司會議記錄 (每份) (只適用於公司買家)	1.10	<u>HK\$50</u> .00
		but at or less than HK\$8,000,000.00				each*
		如貸款額超過伍佰萬	(5)	Companies Registry Particulars of Charge (each) (corporate purchaser only)	1.11	

<u>Annex 15</u> <u>附件 15</u>

(3) <b>HK9,000.00</b> / @ <b>HK\$12,000.00</b> If loan amount more	(6)	Land Registry search fee & misc. expenses 土地註冊處查冊費及其他雜費	1.12	<u>HK\$400</u> .00*
than HK\$8,000,000.00         but at or less than         HK\$10,000,000.00         如貸款額超過捌佰萬元但在         一仟萬元或以下         (4) 0.1% / @0.15% of         loan amount         If loan amount more         HK\$10,000,000.00	(7)	company) 公司註冊處查冊費(只適用於公司買家)(每間公司)	HK\$80.	0.00 each * 00 each *
如貸款額超過一仟萬元 @ If the 1 <sup>st</sup> Mortgage/ 1 <sup>st</sup> Legal Charge shall not be handled by the Vendor's solicitors 如第一按揭契非同時由賣方律師 負責處理 (The above legal costs for 2 <sup>nd</sup> Mortgage/2 <sup>nd</sup> Legal Charge to be borne by the Purchaser) (上述第二按揭之律師費由買家支 付)	#	The above fees and disbursements will be paid upon execution of Legal Charge and /or upon execution of 2 <sup>nd</sup> Mortgage/ 2 <sup>nd</sup> 1 applicable) respectively. 以上所有雜費於簽署第一按揭契時及/或簽署第二按揭契時各要支 The above Registration fee, Bankruptcy/Winding up fee, Compani fee and Stamp adjudication fee will be subject to the final con government. 上述的土地註冊處註冊費、破產/清盤查冊費、公司註冊處存檔費 政府最後收費為準。	Legal Ch 付一次。 es Regist firmation	narge (if ry Filing n by the

Remark: 附註:

If the bank, the  $1^{st}$  mortgagee and/or the  $2^{nd}$  mortgagee requires the purchaser to provide guarantor(s) or borrower(s) for obtaining a mortgage and/or second mortgage, the purchaser may, depending on the actual requirements of the lender be required to execute additional documents and to pay the following costs :

additional documents and to pay the following costs: 若銀行、一按承按人及/或二按承按人要求買家提供擔保人或借款人以獲得按揭批核,買家可能需要按貸款人要求簽署額外文件,並支付下列費用:

		Legal C	Costs 律師費
1.	Guarantee (each) (if prepared and/or witnessed by us) 擔保書(每份) (如貸款人要求本律師行代為擬備及/或見證簽署)	1.13	HK\$2,500.00 for each Guarantee
		1.14	每份擔保書
2.	Warning Notice and Confirmation Letter (if necessary) relating to Guarantee (擬備有關擔保書的忠告及確認書(如需要的話))	1.15	HK\$1,500.00 for each Warning Notice and Confirmation Letter
		1.16	每份有關擔保書的忠告及確認 <u>書</u>
		1.17	
3.	Warning Notice and Confirmation Letter (if necessary) in case of Three Party Mortgage (若按揭為三方按揭,擬備忠告及確認書(如需要的話))	1.18	HK\$1,500.00 for each Warning Notice and Confirmation Letter
		每份忠	告及確認書
		1.19	

 Note:
 (1)
 If the Purchaser also engages the Vendor's Solicitors as his solicitors to handle his purchase and if the Mortgage is also handled

 備忘錄:
 by the Vendor's Solicitors, then the Purchaser's legal cost of the formal Agreement for Sale and Purchase and Assignment will be waived by the Vendor's Solicitors.

如買家同時選聘賣方律師作為買家律師處理買賣且買家的按揭契由賣方律師負責處理,賣方律師將免收買家正式買賣合約及轉讓契據之律師費。

If the Purchaser engages the Vendor's Solicitors for the purchase but the Mortgage is not handled by the Vendor's Solicitors, a legal cost of HK\$3,000.00 for the formal Agreement for Sale and Purchase and HK\$5,000.00 for the Assignment (where applicable) will be payable by the Purchaser.

如買家選聘賣方律師處理買賣但按揭文件並非由賣方律師負責處理,買家須支付正式買賣合約及轉讓契據之律師費(如適用),分別為HK\$3,000.00及HK\$5,000.00。

The Purchaser shall pay an advanced payment of HK\$3,000.00 upon signing of the formal Agreement for Sale and Purchase. If the Purchaser shall instruct his own Solicitors in completing the Assignment and the Mortgage after signing of the formal Agreement for Sale and Purchase, the said sum will be treated as payment of our costs of preparing the formal Agreement for Sale and Purchase.

買方在簽署正式買賣合約時須先向本行預繳 HK\$3,000.00 以作繳付日後律師費/雜費之用。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據及按揭契,該預繳費用將用作支付本行已完成正式買賣合約的律師費。

- (3) The Mortgage/Legal Charge must be also handled by the Vendor's solicitors if the said Mortgage/Legal Charge is provided by the Developer or its subsidiary. 如按揭契由發展商或其附屬公司提供,則該按揭契必須同時由賣方律師負責處理。

For other charges, please refer to Table 1 (其他收費請參閱附表 1)

Table 1 (附表 1):-

(1)	HK\$2,500.00 each 每份 (excluding disbursements 不包括雜費)
(2)	HK\$3,000.00 each 每份 (excluding disbursements 不包括雜費)
	HK\$5,000.00 (excluding disbursements 不包括雜費)

(4)	Statutory Declaration for Claiming Partial Refund of Ad valorem Stamp Duty (擬備印花税署之申請退還部份已付從價印花稅法定聲明)	HK\$600.00 each 每份
(5)	For foreign corporate purchasers :- (i) Obtaining foreign lawyers' opinion (ii) Obtaining up-to-date confirmation or opinion (Remark : Charges and out-of-pocket expenses payable to foreign lawyers <u>NOT</u> 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:須支付海外律師之律師費、其他收費及支出費用等並 <b>不包括</b> 在內)	HK\$8,000.00 (excluding disbursements 不包括雜費) HK\$2,500.00 (excluding disbursements 不包括雜費)
(6)	Mortgage costs as quoted above are applicable only for preparation of one single sin Equitable Mortgage / Mortgage / Legal Charge / 2 <sup>nd</sup> Legal Mortgage) for financing the p e.g. Rental Assignment, Share Mortgage, Sub-Ordination Agreement, Loan Agreement 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 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	burchase. Preparation of additional security documents will be charged on time costs basis. Quotation of costs

#### Table 2 (附表 2) :-Stamp Duty 印花稅

#### <u>Ad valorem stamp duty (從價印花稅) ("AVD")</u>

Pursuant to the Stamp Duty (Amendment) Ordinance 2025 gazetted on 16 May 2025, the Government has amended the Stamp Duty Ordinance (Cap.117) so as to reduce the stamp duty rate for transaction of properties with a consideration between HK\$3,000,000.00 and HK\$4,000,000.00 from 1.5% to a fixed amount of HK\$100.00. The stamp duty chargeable on any instrument executed on or after 26 February 2025 for the sale and purchase or transfer of all properties in Hong Kong with a consideration between HK\$3,000,000.00 and HK\$4,000,000.00 will be a fixed sum of HK\$100.00.

根據於 2025 年 5 月 16 日刊憲的《2025 年印花税(修訂)條例》,政府已修訂《印花税條例》(第 117 章),將價值介乎\$300 萬港元 至\$400 萬港元的物業交易的印花税税率由 1.5%下調至固定金額\$100.00 港元。於 2025 年 2 月 26 日或之後所簽立以買賣或轉讓所有價 值介乎\$300 萬港元至\$400 萬港元的香港物業的文書,其應繳印花税將為固定金額\$100.00 港元。

#### CALCULATION OF AD VALOREM STAMP DUTY 從價印花稅計算方法如下

	Consideration 樓 價	Ad Valorem Stamp Duty Payable 從價印花稅
Ex	ceeds 超過 Does not exceed 不超過	HK\$ 港元
(a)	HK\$4,000,000.00	\$100
(b)	HK\$4,000,000.00 HK\$4,323,780.00	\$100.00 + 20% of excess over \$4,000,000.00 \$100.00 + 超出\$4,000,000.00 的款額的 20%
(c)	HK\$4,323,780.00 HK\$4,500,000.00	1.50%
(d)	HK\$4,500,000.00 HK\$4,935,480.00	\$67,500.00 + 10% of excess over \$4,500,000.00 \$67,500.00 + 超出\$4,500,000.00 的款額的 10%
(e)	HK\$4,935,480.00 HK\$6,000,000.00	2.25%
(f)	HK\$6,000,000.00 HK\$6,642,860.00	\$135,000.00 + 10% of excess over \$6,000,000.00 \$135,000.00 + 超出\$6,000,000.00 的款額的 10%
(g)	HK\$6,642,860.00 HK\$9,000,000.00	3.00%
(h)	HK\$9,000,000.00 HK\$10,080,000.00	\$270,000.00 + 10% of excess over \$9,000,000.00 \$270,000.00 + 超出\$9,000,000.00 的款額的 10%
(i)	HK\$10,080,000.00 HK\$20,000,000.00	3.75%
(j)	HK\$20,000,000.00 HK\$21,739,120.00	\$750,000.00 + 10% of excess over \$20,000,000.00 \$750,000.00 + 超出\$20,000,000 的款額的 10%
(k)	HK\$21,739,120.00	4.25%



#### CENTURY LINK (東環)

PHASE 1 第 1 期

#### **孖士打律師行**

香港中環遮打道十號 太子大厦十八字樓 (港鐵中環站K出口) 電話: 28432211 傳直:28459121

#### **JOHNSON STOKES & MASTER**

18th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong. (MTR Central Station Exit K) Tel: 28432211 Fax: 28459121

Please make the necessary appointment and call at JOHNSON STOKES & MASTER of 18th Floor, Prince's Building, No. 10 Chater Road, Central, Hong Kong to sign the formal Agreement for Sale and Purchase during office hours as soon as possible after the signing of the Provisional Agreement for Sale and Purchase.

請於簽署臨時買賣合約後盡早(敬請預約)駕臨 香港中環遮打道 10號太子大廈 18樓「子士打律師行」簽署正式買賣合約。

Please read carefully the "No Money Laundering" leaflet prepared by the Law Society of Hong Kong, which is available at the Sales Office or can be downloaded from the website : http://www.hklawsoc.org.hk/pub e/aml/images/Leaflet Eng.jpg and bring the following to the office of JOHNSON STOKES & MASTER when signing the formal Agreement for Sale and Purchase:-務請首先詳閱香港律師公會所發出有關「嚴禁清洗黑錢」之單張,該單張由售樓處派發或可在互聯網下載 : http://www.hklawsoc.org.hk/pub e/aml/images/Leaflet\_Chi.jpg,並於預約時間內攜帶以下文件駕臨孖士打律師行及親自簽署正式買賣合 約:-

- 1. The original Preliminary Agreement for Sale and Purchase 正本臨時買賣合約
- 2. Hong Kong Identity Card(s) OR other identification document (if applicable) and Original Address Proof (e.g. utility bill or bank statement within the last 3 months) of the Purchaser(s) 買家香港身份證或其他身份証明文件(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)
- CASHIER ORDER(S) in favour of "JOHNSON STOKES & MASTER " for part payment of purchase price (if applicable). 3. **銀行本票**抬頭請寫「**孖士打律師行**」,以支付部份樓價(如適用)
- Cheque in favour of "JOHNSON STOKES & MASTER" for payment of Agreement plan fee, miscellaneous charges (details see table below) 4. and advance payment (see "Noted/Remark" below) 支票抬頭請寫「**仔士打律師行」**,以支付有關正式買賣合約圖則費、雜項支出(詳情請參閱收費表)及預缴之費用(請參閱備忘録)
- CASHIER ORDER in favour of "JOHNSON STOKES & MASTER" for payment of stamp duty payable under the Agreement for Sale and 5. Purchase **銀行本票** 抬頭請寫「**孖士打律師行」**,以支付有關買賣合約的印花稅

If the Purchaser is a limited company, please bring the following documents upon signing of the formal Agreement for Sale and Purchase: 如買家為有限公司,簽署正式買賣合約時,請同時攜帶以下文件:

- Memorandum and Articles of Association a. 公司組織及章程
- d. Latest Business Registration Certificate (certified copy) 最近期之商業登記證(驗證本)
- b.. Certificate of Incorporation (certified copy) 公司註冊證書(驗證本)

- e. Board Minutes for the purchase of the premises 購買有關單位之公司董事會議記錄
- c. Latest register of directors and annual return (certified copy) f. (Form X/D2/AR1/NNC1/NAR1/ND2A/ND2B) 最近期之董事名冊驗證副本及公司周年申報表(驗證本) (表格 X/D2/AR1/NNC1/NAR1/ND2A/ND2B)

#### **Company Chop** 公司簽署印章(膠印)

#### Important Notice 重要的提醒

Further Deposit / Part Payment of Purchase Price and Balance of Purchase Price shall be paid by <u>CASHIER ORDER</u> drawn in favour of "JOHNSON STOKES & MASTER"

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(祗供參考之用須作最後確認及調整)

Type of 文件種	Documents 间頪	(A) Legal Costs 律師費	<ul> <li>(B) Miscellaneous charges payable by Purchaser</li> <li>買方須付雜項費用</li> </ul>
<u></u>	Image: The second state is a second state of the second state of the second state is a second state of the second state of the second state is a second state of the second state is a second state of the second	<u></u> [see Note (a)] [見備忘録(a)]	<ol> <li>Land search fees and miscellaneous charges : \$500.00 田土廳查冊費及其他雜費: \$500.00</li> <li>Cost on account : \$3,000.00 預付律師費: \$3,000.00 [See Note (a)(ii) 見備忘録(a)(ii)]</li> <li>#Registration fee : \$210.00 #登記費: \$210.00</li> <li>Certified copy charges of title deeds : \$2,143.00 業權契據認證副本費用: \$2,143.00</li> <li>Certified copy charges of title deeds : \$2,143.00</li> <li>Company search fees (applicable to Corporate Purchaser only) : \$400.00 公司查冊費(只適用於公司買家): \$400.00</li> <li>Plan fee for Agreement (per set) : Unit \$500.00 Car Park: \$300.00 買賣合約圖則費 (每套) :</li> </ol>
	<u>花稅(如適用),本票抬頭請寫「<b>孖土</b></u> 打律師行」		<ul> <li>單位 \$500.00</li> <li>車位 \$300.00</li> <li>7. Stamp Duty(please see Note on Stamp Duty)</li> <li>印花稅(請參閱印花稅須知)</li> </ul>
Π.	<ul> <li>(a) First Legal Mortgage 第一正式按揭契</li> <li>Loan Amount : 貸款額</li> <li>(i) not exceeding \$ 5,000,000.00 不超過\$5,000,000.00</li> <li>(ii) between \$ 5,000,001.00 and \$7,500,000.00 \$5,000,001.00 至\$7,500,000.00 之間</li> <li>(iii) between \$7,500,001.00 and \$10,000,000.00 \$7,500,001.00 至\$10,000,000.00 之間</li> <li>(iv) over \$10,000,000.00</li> </ul>	[see Note (b) & (c)] [見備忘録 (b)及 (c)] \$ 5,000.00 \$ 7,000.00 \$ 7,000.00 \$ 8,500.00	<ol> <li>Land search fees and miscellaneous charges: \$500.00 田土廳查冊費及其他雜費: \$500.00</li> <li>#Registration fee: \$450.00 #登記費: \$450.00</li> <li>#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</li> <li>#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)</li> <li>Company search fees (applicable to Corporate Purchaser only): \$400.00 公司查冊費(只適用於公司買家): \$400.00</li> </ol>
	超過\$10,000,000.00	Amount	

#### <u>Annex 15</u> 附件 15

ype of Documents 文件	(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 留古酒付雜酒费田		
文件種類 (b) Second Mortgage 第二正式按揭契	<pre></pre>	買方須付雜項費用         1. Land search fees and miscellaneous charges : \$500.00         田土廳查冊費及其他雜費 : \$500.00         2. #Registration fee : \$450.00         #登記費 : \$450.00         3. #Adjudication fee for Second Mortgage : \$ 50.00         第二正式按揭契裁定費 : \$50.00         4. #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         5. #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)         6. Company search fees (applicable to Corporate Purchaser only) : \$400.00         公司查冊費(只適用於公司買家) : \$400.00		
<ul> <li>(c) If both of the First Mortgage and Second Mortgage shall be handled by Johnson Stokes &amp; Master 如第一按揭契及第二按揭契均 由孖士打律師行辦理</li> </ul>	[see Note (b) & (c)] [見備忘録(b)及 (c)]	Please refer to Item II. (a) and (b) Column (B) 請參閱 II.(a)及(b)項(B)欄		
First 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	\$ 9,000.00 \$ 11,000.00			
之间 (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	\$ 12,500.00 0.1% of Loan Amount + \$4,000.00			

#### <u>Annex 15</u> 附件 15

文件種類     律師費       III.     Assignment 樓契     [see Note (a)]     1       【見備忘録(a)]     2       3	#登記費:\$450.00
樓契 [見備忘録(a)] 2	<ul> <li>田土廳查冊費及其他雜費:\$500.00</li> <li>#Registration fee:\$450.00</li> <li>#登記費:\$450.00</li> <li>Plan fee for Assignment (subject to the final confirmation by the architect) (per set):</li> <li>Unit \$1,500.00</li> <li>Car Park: \$1,000.00</li> <li>樓契圖則費(以則師最後收費為準)(每套):</li> </ul>
6	<ul> <li>車位 \$1,000.00</li> <li>4. Costs for preparing Certified copy of Deed of Mutual Covenant with plans : \$917.00 大廈公契認證副本費連圖 : \$917.00</li> <li>5. Stamp Duty : \$100.00 印花稅 : \$100.00</li> <li>5. Levy payable to Property Management Services Authority: \$350.00 向物業管理業監管局繳付的徴款: \$350.00</li> <li>7. Company search fees (applicable to Corporate Purchaser only) : \$400.00 公司查冊費(只適用於公司買家) : \$400.00</li> </ul>

# The above registration fee, filing fee and adjudication fee will be subject to the final confirmation by the Government.

# 上述的登記費,公司註冊存檔費及釐印裁定費以政府最後收費為準。

#### Note 備忘録:

#### (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托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樓契之所有律師費用(但不包括收費表 B 項所列之雜項費用)將獲豁免。

#### (ii) <u>Change of Legal Representation</u>

If the Purchaser shall instruct his own Solicitors in completing the Assignment and/or 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). <u>買方中途轉換律師</u>

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樓契及/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. The cost does not include the preparation of Guarantee. 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。費用不包括擬備擔保書。
- (c) In fact, Johnson Stokes & Master will act for the mortgagee including bank (but not the Purchaser, the borrower or the guarantor) in the preparation of the Mortgage and the Guarantee. 事實上, 子士打律師行將會代表包括銀行之按揭承按人(而並不代表買方, 借款人或擔保人)處理按揭契及擔保書。

#### Other Charges (If applicable) 其他費用(若適用)

1.	(a)	Guarantee for 1 <sup>st</sup> Mortgage and/or 2 <sup>nd</sup> Mortgage 第一按揭及/或第二按揭擔保書	\$2,500.00 each 毎份 \$2,500.00
	(b) ad	Fees for advising potentially undue influenced party and preparing Acknowledgement of vice	\$1,500.00 each set 毎套 \$1,500.00
		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	
2.		icable to Corporate Purchaser) Particulars of Charge for filing at the Companies Registry and I Resolution	\$2,500.00 for each Company
	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	每間公司每套\$2,500.00
3.	Suppl 補充	emental Agreement 合約	\$2,500.00 each (exclusive of disbursements) 每份 \$2,500.00 (不包括雜項費用)
4.	Powe 授權	r of Attorney 書	\$3,000.00 each (exclusive of disbursements) 每份 \$3,000.00
5.	Forfe	preign corporate purchasers :	(不包括雜項費用)
5.		fees for obtaining foreign lawyers' opinion	\$6,500.00
		obtaining up-to-date confirmation or opinion	\$1,500.00
	incluo (適用	arks: Legal fees, charges and out-of-pocket expenses payable to foreign lawyers are <u>NOT</u> led) 於海外公司買家)另加安排海外律師法律意見之費用 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		gage costs as quoted above are applicable only for preparation of one single simple security	

5. 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。

#### Stamp Duty (印花稅)

11. The Government announced that the Stamp Duty Ordinance would be amended to adjust the maximum property value to which the fixed stamp duty of \$100 applies to \$4 million. The Government will introduce the Stamp Duty (Amendment) Bill 2025 (the "Bill") into the Legislative Council to take forward the proposed adjustment. The Chief Executive has also made the Public Revenue Protection (Stamp Duty) Order 2025 under the Public Revenue Protection Ordinance (Cap. 120) to give full force and effect of law to the Bill before its enactment. Subject to the eventual enactment of the Bill, the new value bands will be applicable to any instrument executed on or after 26 February 2025 for the sale and purchase or transfer of residential or non-residential property.

政府宣布將修訂《印花税條例》, 調整適用於定額印花税 100 元的物業價值上限至 4 百萬元。政府將向立法會提交《2025 年印花 税(修訂)條例草案》(《條例草案》)以落實該建議。行政長官亦已根據《公共收入保障條例》(第 120 章)作出《2025 年公 共收入保障(印花税)令》, 使《條例草案》在制定成法律前具有十足法律效力。在《條例草案》最終獲立法會通過的前提下, 新税階適用於任何在 2025 年 2 月 26 日或之後所簽立以買賣或轉讓住宅或非住宅物業的交易文書。

12. The Stamp Duty (Amendment) Ordinance 2024 ("**2024 Amendment Ordinance**") was published in the Gazette on 19 April 2024 to give effect to the proposals in the 2024-25 Budget to cancel all demand-side management measures for residential properties. Under the 2024 Amendment Ordinance, (a) the ad valorem stamp duty ("AVD") rate of 7.5% under Part 1 of Scale 1 is amended to the same rate as those of AVD at Scale 2 with effect from 28 February 2024; and (b) any instrument executed on or after 28 February 2024 for the sale and purchase or transfer of residential property is no longer subject to special stamp duty and buyer's stamp duty.

《2024 年印花税(修訂)條例》(《2024 年修訂條例》)已於 2024 年 4 月 19 日刊憲,以實施 2024-25 年度財政預算案中的建 議,即撤銷所有住宅物業需求管理措施。根據《2024 年修訂條例》,(a)由 2024 年 2 月 28 日起,第 1 標準第 1 部之下百分之七 點五的從價印花税税率修訂為與從價印花税第 2 標準的税率相同;及 (b)在 2024 年 2 月 28 日或之後所簽立以買賣或轉讓住宅物 業的文書均無須徵收額外印花税及買家印花税。

#### Please consult your solicitors regarding details of the payment of AVD. 有關支付「從價印花稅」之詳情,請向閣下律師查詢。

#### Calculation of Ad Valorem Stamp Duty 從價印花稅計算方法如下

	Consideration 樓價	Ad Valorem Stamp Duty Payable 從價印花稅
(a)	Up to \$4,000,000	\$100
(b)	\$4,000,001 to \$4,323,780	\$100 + 20% of excess over \$4,000,000
( c )	\$4,323,781 to \$4,500,000	1.5%
( d )	\$4,500,001 to \$4,935,480	\$67,500 + 10% of the excess over \$4,500,000
(e)	\$4,935,481 to \$6,000,000	2.25%
(f)	\$6,000,001 to \$6,642,860	\$135,000 + 10% of the excess over \$6,000,000
(g)	\$6,642,861 to \$9,000,000	3.00%
(h)	\$9,000,001 to \$10,080,000	\$270,000 + 10% of the excess over \$9,000,000
(i)	\$10,080,001 to \$20,000,000	3.75%
(j)	\$20,000,001 to \$21,739,120	\$750,000 + 10% of the excess over \$20,000,000
( k )	\$21,739,121 and above	4.25%

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.) (except Saturdays, Sundays and Public Holidays) for enquiring the questions about signing the formal Agreement for Sale and Purchase.

如有查詢,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)(星期六,星期日及公眾假期除外)致電 2843 2211,與我們聯絡諮詢有關簽署正式買賣合約問題。

## Lawyers and Public to Play Key Roles **Keep Money Laundering** from Hong Kong Away

obligations to combat money laundering and terrorist financing, lawyers will seek cooperation from the public in providing the following information before To support Hong Kong in fulfilling its international 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
- Identification documents of directors or persons Certificates
  - giving instructions Board resolution
- Details of the beneficial ownership or control structure

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

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 egal community's commitment to supporting the combat 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.

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

The new requirements for client identification and transactions such as property transactions and the gathering information is not limited to common administration of estates, but all

business dealings conducted between lawyers and their clients, including litigation.

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

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

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

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

# What is meant by suspicious transaction?

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

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



>





#### SHKP Club Application Form

Thank you for your interest in becoming a SHKP Club member. The objectives of SHKP Club are to promote the business and image of Sun Hung Kai Properties Group and facilitate interaction and communication between members and Sun Hung Kai Properties Group. In line with these objectives, SHKP Club will send to its members direct marketing information relating to Sun Hung Kai Properties Group. In line with these objectives, SHKP Club will send to its members direct marketing information relating to Sun Hung Kai Properties Group and SHKP Club from time to time. Before you apply to become a SHKP Club member, please read carefully the "Use of personal data in direct marketing" section in this application form to understand how SHKP Club member, you agree to receive direct marketing information relating to Sun Hung Kai Properties Group and SHKP Club. SHKP Club will not send direct marketing information that is unrelated to Sun Hung Kai Properties Group on SHKP Club. SHKP Club will not send direct marketing information that is unrelated to Sun Hung Kai Properties Group or SHKP Club. SHKP Club. SHKP Club will not send direct marketing information that is unrelated to Sun Hung Kai Properties Group on SHKP Club. SHKP Club. SHKP Club will not send direct marketing information that is unrelated to Sun Hung Kai Properties Group on SHKP Club. SHKP Club will not send direct marketing information that is unrelated to Sun Hung Kai Properties Group on SHKP Club. SHKP Club website before completing and submitting the application. Application the "Personal Information Collection Statement" section) which are set out in this application form together with required documents to SHKP Club by post (Address: 45/F, Sun Hung Kai Center, 30 Harbour Road, Wanchai, Hong Kong), or via fax at 852-2827 8804. The documents will be destroyed after checking. Applicants may also submit the application form in person all produce physically the documents for checking. (#must be completed]

			Per	sonal De	etails					
# 1. Mr. 2. Mi: # Name printed on ID Card				Chinese	Name		Date	of Birth (D	D/MM)	
	a assport (englan	· · · · · · · · · · · · · ·		en in reale				or of the fo	-,	
# Age Group	18 - 21 46 - 49	□ 22 - 25 □ 50 - 53	□ 26 - 29 □ 54 - 57			0	34-37 62-65		38 – 41 Above 65	42 – 45
Education Level 1. 🗆	Single Below Secondary	2.  Married 2.  Secondary	3. Divorced 3. Post-secondar	y 4.	University or a	bove				
# Present Residential Addr Hong Kong D	istrict: 🗖 Central &	Western 🗖 Wan Chai 🕻					wloon City 🗖 ۱	Wong ⊤ai S	in 🗖 Kwun Tong	🗖 Sha Tin 🗖 Tai Po
Mainland China Pro	vince:  Beijing Heilongjia Hubei Pro Vunnan Pr	/uen Long   Tuen Mun Tianjin   Shanghai   C ng Province   Jiangsu I vince   Hunan Provinc rovince   Tibet Autono ygur Autonomous Regi	Chongqing 🗖 Hebei Pro Province 🗖 Zhejiang Pr e 🗖 Guangdong Provin mous Region 🗖 Shanxi	ovince 🗖 S ovince 🗖 J ice 🗖 Guai	hanxi Province [ Anhui Province [ ngxi Zhuang Auti	Inner Mongo Fujian Provinonomous Regional	ice 🗖 Jiangxi P on 🗖 Hainan P	rovince 🗖	Shandong Provi Sichuan Province	nce 🗖 Henan Province 🛛 Guizhou Province
Other Countries/ Reg	6 - <del>6</del>	/:								
Type of Current Housing: D	Private housing	Public housing Sul Sul		p housing	Bungalows/ v	-		use 🗖 Do	ermitory 🔲 Oth	ers
Home Telephone No. (Area Code – Phone No.)			# Mobile Number		(The condition in	1974 COM 2010	ail Address			a la su a su a la su a su a su a su a su
Personal Annual Income (1	n HKD) 🗖 Below \$3	100,000(1) 🗖 \$300,000 -	\$700,000 <sup>[4]</sup> DAbove	\$700,000 [7]						also receive a "one-time eceive it via email instead.)
I I Internet Instantinen statutera Instantionen		and an	Men	nbershîp	Туре					
I hereby apply to becom Ordinary Member (Ag		Star Member (Aged	18 or over and are buye	ers or tenan	ts in an SHKP resi	dential property	or principal gu	est in the c	apacity of licensee	in SHKP Suite Hotel)
			A CONTRACTOR OF THE OWNER	100 Sec. 1	mbership					
Telephone or email address		Ordinary Membership is	applied for. The following	ng section n	eeds to be compl	leted and <u>teleph</u>	one or email ad	dress proof	is and other requi	red documents should
be submitted if Star Member Star membership will only be		(P Club received the requ	ired documents from the	e applicant.	Star membership	applicants who	have not yet s	ubmitted th	e required docum	ents will be treated as
Ordinary membership applic						- X - I				
I confirm that I am eligible for the Suite Hotel developed by									cipal guest in the	capacity of licensee in
In Hong Kong	Regions other	than Hong Kong (Pleas	e specify Country and	Province/	Municipality:			-	)	
Name of Property							llock	F	loor	Room/ Flat
I am/have been the buy	yer of residential pr d buyer [See Note 2		nd buver [See Note 3]	Hung Kai F	roperties Group	See Note 1].				
		property(ies), I submit c		elevant doo	cumentary evide	ence [See Note	4] or 🗖 a rate	s and gove	rnment rent den	nand note or
							and the second states of the	and the second	operty for your e	
I am/have been the <u>ten</u> I submit copy of the rel			AT A DOCUMENT CONTRACTOR AND A	and the second second second		ely or jointly de ent tenant		n Hung Kai Aus tenant	Properties Grou	ıp.
corporate purchase Note 2: First hand buyer me Note 3: Second hand buyer n Note 4: The relevant docum residential property: First Hand Buyer/Second H	r or coriporate tenan ans the purchaser un means purchaser oth entary evidence(exd) tand Buyer under g the following has to tand Buyer under c of the Companies F iollowing has to be necessary in the ap and will be very on the ap and will be used for in the Personal Infi ming you previously arties relevant and i Inance (Cap. 436). A 828 7878 Fax852-28 d understood the Te receive direct marke et Marketing Information provide Troperties Group or 2 Sun Hung Kai Proper	er than First hand buyer, uding management fee d erersonal name: • Memo be produced.) • Assign angistry or the Notice Fi produced: 1) Memoran lii) Assignmer plication form has to be the purpose of processing provided to Sun Hung K necessary for the purpose ny data access request o 27 8804 Email shipclubg mms and Conditions of M ersonal data In direct m eting information relating ad by you in this application SHKP Club, including (1) re tiges Group member of fo	uest greement made with Su Both first hand buyer an eposit receipt, managem or and um for sale or pro- ment or Certificate of g the applicant is one e ling from local Adminis dum for sale or provisi dum for sale or provisi tor Certificate of Real provided. If you do no g your application include ment set out in the Te ai Properties droug and es stated above. You han a data correction reques iship-corri). Embership, and agree to arketing section below to Sun Hung Kal Propert on form (including your al estate properties locar	In Hung Kal ad second h nent fee rec ovisional an Real Estat of that con an agree I Estate Ow by signing we the right st may be n Declaratif be bound t and I und tes Group a name, con ited in Hong	Properties Limite and buyer are reg are provided and the like of comment for sail or e Ownership npany's director: r Industry & Com ament for sail ar und information, rification of the limit and titons of Mem this application f the imits application of the imits application of the sanade to our Data ON ON Data Company and one stand how SHIO Club. I al tact details and yig g Kong and oversa	d or any of its si parded as SHKP ; lare copies of th le and purchase - Land F s) mmerce in Chin ad purchase iv) Land I we are unable iv) Land I w	ubsidiaries or as property owner e followings shu a. • Formal tegistry's land a; ii) Formal Registry's land to proces you at by this exercj to no fyour per eer at its office Membership an my personal d all information . e Questionnaire idential, comm	sociate con wing the a agreement search reco agreement search reco agreement search reco agreement social data i situated at doonsent to ata for dire supplied by portion) in ercial or ind the loan	npanies as vendor pplicant is/was a l for sale and pu ord (type: histori it for sale and pu ord (type: histori n for sale and pu ord (type: histori n dyour personal or dyour personal or dyour personal n accordance with 45/F, Sun Hung k the uses specific ct marketing pur me is true, correct direct marketing ustrial, and inclue	chase cal and current) rchase ical and current) rchase ical and current) data and related data ty to the membership, al information with all ed by you will only be diby you will only be diby you will only be diby you will only be al Centre, 30 Harbour d in the PICS therein. I poses and the scope of t and complete.
offered by the shops and our management, construction, management, educational, r marketing unless it has recei Sun Hung Kai Properties Gro The objectives of SHKP Cub communication between me using your information for d information to you by email,	insurance, financial ecruitment, reward/ lved your consent. up means Sun Hung are to promote the b smbers and Sun Hung irect marketing purp	services, telecommunic loyal ty/ privilege program Kai Properties Limited an ousiness and image of Sur g Kai Properties Group. By ose in the manner and so	ations, information tech ns, corporate social resp d any company in which i Hung Kai Properties Gr / applying to become a S ope set out above. SHKP	inology, tra onsibility ac it holds dim oup and fac iHKP Club m Club will u	ansport infrastruc ctivities, and chari ectly or indirectly alitate interaction amber, you agree sually send direct	ture operations itable and non-p at least 50% of and to SHKP Club marketing	and managem rofitable cause	ient, port b s. SHKP Clui	ousiness, transpol	t and logistics, waste
the appropriate box below.	f no box is ticked, SH	IKP Club may use all the n	neans set out below:				Date :	D/	N	V Y
		Authorization fo	or submission of th	ne SH <u>KP</u>	Club membe	rship applic	ation form			
l, to submit the SHKP Club been signed by me and al true and complete.	of application form or	name on HKID), hereby (company na n my behalf. I confirm	y appoint Mr./ Ms. ame, if applicable) that the form has		l, the a form is underst	authorized per- signed by the and that 1 sl	son, hereby a applicant and hall be legall	submitted y liable f	by me on beha	nbership application If of the applicant. I orized provision of tation.
Confirmed by applicant IThis signature should be the same as the SH KP Club mem bership application form	at in the I		183		Confi	rmed by author	zed person			
Date :	D/	M/	Υ/		Date :		D	ľ	M/	Y/
k					<u> </u>					[Revised in July 2024]
			www.	shkpclu	ub.com					

#### ^ Applicant may provide answers to this questionnaire on voluntary basis.

We appreciate you to complete the following survey, which enable us to better understand your expectation and needs and help us to provide more relevant service and offers to you. All answers will be handled completely confidential. Please tick all that interest.

1.	SHKP Related Information				
	a. 🗖 SHKP properties	b. 🗖 Insurance	c. 🗖 SHKP Mails	d. 🗖 Telecommunications	e. 🗖 Hotels
	f. 🗖 Japanese Department Store	g. 🗖 Others (please specify:			
2.	Life				
	a. 🗖 Current affairs	b. 🗖 Home design & decoration	c. C Food & beverages	d. 🗖 Fashion	e. 🗖 Home maintenance & cleaning
	f. 🗖 Wealth management	g 🗖 Parents	h. 🗖 Car / Driving	i. 🗖 Reading and culture	j. 🗖 Beauty & fitness
	k. 🗖 Electronic products/ computers	I.  Health Information	m. Cothers (please specify:	1	• • • • • • • • • • • • • • • • • • •
з.	Leisure and entertainment				
	a. 🗖 Pop music	b. 🗖 Travel	c. 🗖 Movjes	d. 🗖 Sports	e. 🗆 Electronic/ Computer games
	f. 🗖 Cooking	g. 🗖 Trend	h. 🗖 Pets	i. 🗖 Quality living	i. 🗖 Gardening
	k. Others (please specify:	-			
4	Property-related events/ programs (Plea	ase tick all that interest you):			
	a. 🗖 New Hong Kong property previews	b. 🗖 New mainland property reviews	c. 🗖 New dubhouse previews	d. 🗖 Member/ first-time buyer incentiv	es e. 🗆 Member/ Upgrader incentives
	f. 🗖 Purchase referral programs	g. 🗖 Mortgages	h. 🗖 Related legal issues	i. 🗖 Home design/ renovation worksho	ps j. 🗖 Home maintenance workshops
	k. 🗖 Others (please specify:				•
5.	How many residential properties do you	own in Hong Kong?			
	a, 🗆 Q b, 🗖	1 c 🗆 2	d. 🗖 3	e, 🗖 4	f. 🗖 5 or more
6.	If you were to buy a new residential pro within 6 months after the estimated ma		idential property(les) currently ow	ned in HK, or assign them to your close re	lative(s) from the time of purchase and
	a. 🗖 Sell all 🛛 👘 b	.  Transfer them all to close relatives	c. 🗖 Neither	d. 🗖 Undecided	e. 🗖 Not applicable
7.	Are you or anyone in your household pla	anning to buy a residential property in Ho	ong Kong in the next two years? If s	o, would you / they be a first-time buyer?	
	Me: a. 🗖 Yes (first-time buyer/ not first-	time buver) b. 🗖 No	Others in the household: c. 🗆 Ye	es (first-time buyer/ not first-time buyer)	d. 🗖 No
8.	What layout(s) would you consider whe	n buying a residential property in the nex	t two years?		
	a. 🗖 Studio b. 🗖 :	1-bedroom c. 🗆 2-bedr	oom d. 🗖 3-bedro	com e. 🗖 4-bedroom or	more f. 🗖 I'm not planning to buy

a. 🗖 Studio	b. 🗖 1-bedroom	c. 🗖 2-bedroom	d. 🗖 3-bedroom	e. 🗖 4-bedroom or more	f. 🗖 I'm not planning to buy
	Staff Only	\$ 1.1.1.S	No.		
	On-site Checking :	No.:			
	Approve D Accept	🗖 Reject	Сору		
			0		

#### Terms & conditions of membership

These Terms and Conditions are binding on all Members of the SHKP Club (the "Club") operated by SHKP Club Limited. Members shall include Ordinary Members, Star Members and such other kinds of members as may be admitted by the Club from time to time. By signing the Application Form herein to become a member of the Club, the applicant agrees to be bound by these Terms and Conditions (as may from time to time be in force) upon becoming a Member of the Club.

The minimum age requirement for a Member is 18 years of age. All applications for Membership shall be subject to the approval of the Club at its absolute discretion and without giving any reason therefor. Membership will be valid for such period as the Club may specify from time to time. Members have no voting right as to the constitution, operation or management of the Club nor any right in or any claim over any assets of the Club. Membership of the Club is non-transferable.

## MEMBERSHIP CARD Each Member will be issued a Membership card ("Card") by the Club upon acceptance of the Membership application. The Card can be in the form of an eMembership card (referred to as "eCard"), or a physical card (referred to as "Physical Card"). Member can download the eCard through a designated link sent to the Member's email or any other designated channels, and add It to mobile wallet and/or take a screenshot as an image (refer to as "Digital Repository"). The Card remains at all times the property of the Club and the Club reserves the right at any time to revoke the Card and/or take a of any Member without giving any reason therefor and to require the Physical Card to be returned to the Club and the eCard to be removed from the Member's Digital Repository (whichever is applicable) upon request. The Card may only be used by the Member to whom the Card was issued and the Card is not transferable. The Card nat any time by posting relevant notice in its official website without notifying the Member separately by any other means. If the Card is lost, Member can download the eCard again through the SHKP Club eMembership Card Activation Form on our official website, or contact the Club for assistance.

#### AND CO

FACILITIES AND SERVICES Upon admission, Members will be eligible to receive and enjoy the facilities and services provided or procured by the Club subject to the Club's invitation and any specific terms and conditions which may be imposed by the Club in relation to such facilities and services. Invitation to Members shall be at the absolute discretion of the Club. The Club shall have the right to provide facilities and services to different kinds of Members subject to different terms and conditions at its absolute discretion. The Club shall have the right, at any time at its absolute discretion without giving any notice or reason to Members, to terminate the operation, provision and/or availability of any facility or service. The Club shall not be responsible for the refusal of any persons including any merchants or stores to honour the Card nor shall it be responsible in any way for the goods and/or services supplied by them to any Member. No Member shall make use of the Club or the facilities, services, information or documents provided or procured by the Club for any commercial, immoral or illegal purposes. THE CLUB'S **RESPONSIBILITIES** 

Unless due to the negligence or wilful default of the Club or any of its employees or duly authorized agents, the Club shall have no responsibility or liability whatsoever to any Member or any other person for any loss, damage, costs, charges or expenses of any kind howsoever (whether directly or indirectly) caused or arising as a result of or in connection with the Member's Membership of the Club.

The Club reserves the right to require a Member to reimburse the Club of all costs and expenses incurred by it in the provision and/or delivery of any information or documents requested by

AMENDMENT OF LEWIS AND CONDITIONS The Club shall have absolute discretion and right to amend these Terms and Conditions from time to time and may notify Members of such amendments in any manner it considers fit. The Member will be bound by such amendments unless he/she has resigned from Membership with written notice with his/her Physical Card returned to the Club and/or his/her eCard removed from his/her Digital Repository (whichever is applicable) before the date specified in the notification upon which the amendments are to take effect.

Any Members who wishes to resign from his/her Membership shall give to the Club at least 7 days advance notice in writing to that effect. The Physical Card must be surrendered to the Club together with the resignation notice by registered mail and the eCard must be removed from his/her Digital Repository (whichever is applicable).

EXPULSION OF MEMBERS
The Club may, If It considers that any Member has conducted himself/herself in any way injurious to the Club or prejudicing the interests of the Club or has committed any breach of these Terms and Conditions, expel the Member ship and any rights to enjoy the facilities and services provided or procured by the Club and shall immediately, upon receipt of the notice of expulsion, surrender to the Club his/her Physical Card and remove his/her Digital Repository (whichever is applicable).
TERMINATION OF OPERATION OF THE CLUB

TERMINATION OF OPERATION OF THE CLUB SHIP Club Limited shall have the right at any time at its absolute discretion without giving any notice or reason to Members to terminate the operation of the Club. Upon the termination of the operation of the Club, all rights and privileges of Members shall cease and all the Members shall, forthwith upon notification, return their respective Cards to the Club and remove their eCards from their Digital Repository (whichever is applicable). No claim or demand of whatsoever nature and howsoever arising shall be made by Members against the Club, the directors, shareholders or management of SHKP Club Limited in connection with such termination. PERSONAL INFORMATION COLLECTION STATEMENT

connection with such termination. **PERSONAL INFORMATION COLLECTION STATEMENT** Each application. Failure to do so may result in the Club being unable to process the application. Form (except those specified to be not obligatory) in order to enable the Club to consider his/her application. Failure to do so may result in the Club being unable to process the application. If the application Form (except those specified to be not obligatory) in order to enable the Club to consider his/her application. Failure to do so may result in the Club being unable to process the application. If the application is successful, further personal data and information may be collected during the purposes: (a) processing application for Membership; (b) verification of information supplicator of Membership activities, controls and other advantages formetics. Sentilisticate or in connection with any or all of the following providing information related to Sun Hung Kal Properties Group; (f) facilitating communications between Members and tail and information endered by Sun Hung Kal Properties Group; (a) in order to determine the Member's eligibility to any products, facilities, services and other privilegies, benefits and other advantages offrend by the Club and Sun Hung Kal Properties Group; (a) in order to determine the Member's eligibility to any products, facilities, services and other privilegis, benefits and other advantages offrend by the Club and Jor Sun Hung Kal Properties Group; (a) in order to determine the Member's eligibility to any products, facilities, services and other privilegis, benefits and other advantages offrend by the Club and Jor Sun Hung Kal Properties Group in (b) in order to determine the Member's eligibility to any products, facilites, the the maximic and the advantages offrend by the Club and Jor Sun Hung Kal Properties Group and consider what may best suit the Member's eligibility to any products, facilites, benefits and other advantages offrend by the Club and Sun Hung Kal Properties Group and Su

Being our valuable member, we thank you for your continuous support and from time to time we will share with you the latest information about Sun Hung Kai Properties Group and SHKP Club which might interest you. Should you not wish to receive direct marketing material and/or information from SHKP Club, you may exercise your opt-out right by notifying us in writing to the Club's Data Protection Officer at Its office situated at 45/F, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong, by email to shkpclub@shkp.com, by fax at 852-2827 8804 or call our hotline at 852-2828 7878. Please be assured that even If you have chosen not to receive our direct marketing materials, we shall continue to honour your membership and you will continue to enjoy the benefits conferred accordingly thereunder. You can still learn of our offers on our website or notices at the various venues under the Sun Hung Kai Properties Group.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

The English version of these Terms and Conditions shall prevail wherever there is any discrepancy between the English and Chinese versions.

感謝閣下有興趣成為新地會會員。新地會的目標是為推廣新鴻基地產集團的業務及形象,並促進會員及新鴻基地產集團的雙向溝通及通訊。按此目標,新地會 將會不時向會員發送跟新鴻基地產集團及新地會有關的直接促銷資訊。在申請成力為新地會會員之前,敬請閣下仔細閱讀本申請表格中「使用個人資料作直接 促銷」部分的條文,以明白新地會可以如何使用閣下的個人資料作直接促銷用途,以及直接促銷的範圍。閣下申請成為新地會會員,即是閣下同意收取有關新 鴻基地產集團及新地會的直接促銷資訊。新地會將不會發送跟新鴻基地產集團或新地會無關的直接促銷資訊。

活生為区及繁華申請表格前,講詳閱刊観於本表格中及新地會網頁內的會員夺时(特別是個人資料收集暨明一項)。申請人必須生滿L8處或以上,並須填寫申請表格。請同時附上所需證明文件寄回新地會 辦事處(地址:香港港灣道30號新鴻基中心45樓),或傳真至852-2827 8804,以便本會核對申請人之身份及個人資格,在核對後,證明文件副本會隨即被毀滅。申請人亦可親身到本會辦事處提交申請 表格並同時出示證明文件以供本會查對。 (生約2月僅宜)

1.1.2.#       2.1.1.4.       1.1.2.#       4.1.2.#       0.2.4.5       1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.	(新必須填焉)			個人	資料				
Participation         Table         Hadd         Hadd         Hadd           Participation         14-2         0-2-2	#1 日 生 牛	2 口 小相 2			action .				
************************************	the second s			中文姓名		出生月日	3		
0         0								Lon.	
STATE         1.0         1.0         1.0         4.0         1.0 <th1.0< th=""> <th1.0< td="" th<=""><td>#年齡組別</td><td></td><td></td><td></td><td></td><td></td><td></td><td>□ 42 - 45</td></th1.0<></th1.0<>	#年齡組別							□ 42 - 45	
UBERNU         UBERNU<		1. 🗆 未婚	2. 🗖 已婚	3. 🗖 離婚					
		1. □ 中學以下	2. 🗖 中學	3. □大專或其他	4. □大學或以上				
		地區:□中西區[	]灣仔□東區□南區□深;	水埗口油尖旺口九龍城	成□黃大仙□觀塘□沙	田口大埔口北區口元	朗 🛛 屯門 🗖 西貢 🗗	離島日荃灣日葵青	
United Way 28: #H11::::::::::::::::::::::::::::::::::	□中國內地 省/	□ 江西省  □ 甘肅省	□ 山東省 □ 河南省 □ 湖北1	省□湖南省□廣東省	□廣西壯族自治區□海				
<form>  Appendix 1300000 MJT 1300000 - 17000000 13700000 MJT 137000000 MJT 1370000000 MJT 13700000 MJT 137000000 MJT<td>And the second s</td><td>家 · 請註明:</td><td>□資助出售房屋 (居屋/ 綠</td><td>置居/ 夾屋等) 🛯 平/</td><td>房/ 村屋 🛛 獨立洋房 🛛</td><td>宿舍</td><td></td><td></td></form>	And the second s	家 · 請註明:	□資助出售房屋 (居屋/ 綠	置居/ 夾屋等) 🛯 平/	房/ 村屋 🛛 獨立洋房 🛛	宿舍			
Control      Control     Contro     Contro     Control     Control     Control     Control	住宅電話 (區號-號	碼)	<u>#</u> =	手提電話		# 電郵地址		ande Marala Anala de Marala de Marala	
Aprile Risk Heide 2:	個人年薪 (港元)	口 \$300,000 以一	F <sup>(1)</sup> <b>\$300,000 - \$70</b>	0,000(4) 🗖 \$700,0					
Control Contro Control Control Control Control Control Control Control Control C				曾	籍		n 2012/10/2 - 2012/2011 - 10/2012 - 2012		
<form>  Between Bester Bes</form>	本人申請成為新	地會之 : 口 普通會員	夏(年滿18歲或以上)	and the second sec	2. 17 WEING (001027.5	B物業買家或租客或套	房酒店之首要賓客 (	(以許可人的身份))	
MIND::::::::::::::::::::::::::::::::::::							L		
PLAREAGE 2			文電話號碼證明或電郵地.	<u>址證明</u> 。若申請成為 <mark>星</mark>	<b>級曹員</b> ,申請人必須填	[寫以下欄目,遽交 <u>有]</u>	改之電話號碼證明或	影電郵地址證明及下	
wtack         jet         jet         jet           0 A. Bark Bark Bark, B. (Bark Bark Bark Bark Bark Bark Bark Bark	申請星級會員之, 本人現確認本人	人士,如未能即場提 已經符合下列 <mark>星級會</mark>	<mark>員</mark> 的入會條件:(如所購買					寫此欄)	
□ - AL-ARFAGEUCEARE (B)		망찌개전철 (례라에)	33永汉百印·			应	熡		
□ ● - + 天安〔見州記2]         □ □ - 宇安〔見州記3]           □ 田田田         □ □ □ □ □ □ □ □ - □ □ - □ - □ □ - □ □ - □ □ □ - □ □ □ □ □ □ □ □ □ - □ □ □ □ □ □ □ □ □ □ □ □ - □ - □ □ - □ □ □ - □ □ - □ □ - □ - □ □ - □ - □ - □ - □ - □ - □ - □ - □ □ - □		山支井園/海辺十ム	·次)印教尼的在向梅莱马·	平字[月叫計1]		1.000	15	1-	
M21       m	現提交       □ 有關購買上還物業之文件副本 [見附註4] 或 □徵收差餉及地租通知書副本或 □律師行發出完成購買上述物業之證明文件副本,以供查核。         □ 本人是新鴻基地產集團(獨資或合資)所發展的住宅物業之       租客或套房酒店之首要賓客(以許可人的身份)[見附註1]。         現提交有關租約或長期住宿協議副本,以供查核。       □現時租客         □ 現時租客       □以往租客         附註1:       、住宅物業並不包括位於住宅發展物業內的私家車停車位、電單車停車位與單車位。								
	附註2: 第 附註3: 第	一手買家指於買賣合約F 二手買家指除第一手買 明申請人為新鴻基地產動 第一手買家 / 二手買家	內之買方,而賣方為新鴻基地產 家外之其他買家・第──手買家/ 集團所發展的住宅物業之買家的 ₹ <u>以私人名義購買</u> 之物業:(最	發展有限公司或其附屬或 二手買家一視同仁為新地 有開書面證明文件(管理	聯營公司。 物業持有者。 費按金收據,管理費收條等 本),訂購合約或臨時買賣合	除外)為 合約 · 樓契或房地產權證	錄(類別:過往及現況	詳情)	
下 (A 2 書 4 分 2 A 2 A 3 A 4 2 A 2 A 2 A 2 A 2 A 2 A 2 A 2 A 2 A		·香港公司註冊署表格	X/D2/AR1 或中國各地工商行政				過往及現況詳情)		
本人確認本人已詳閱及明白刊載於此申讀表格的會員分則。本人同意接受並遵從會員分則及同意個人資料收集塑明所指明的用途。本人確認本人已詳閱預刊「使用個人資料作直接低銅,部份的做么, 並目的高知會可以如何使用本人的個人資料作直接低銅,強人及直接低銅的範圍。本人同意以取有關強減基礎含調算機成算品。本人及習以上含面;有算相及就有關此中讀而透交之 文中分量真質、正弦決惑者。本人知是使實實可的任何版物消費。以及直接低銅的物質。本人內含成其他的演算的電源及經過於重調的是成前露本人之資料分費 (約世含高後用關下在本中請表格中最优的所有資料。包括關下的姓名。歸給資料及顯下在調種中的國種位百直接低銅。直接低銅,直接低銅可之同意就地會會通過。(1) 看用和更常念地在任何 新聞也含為能力量的之間。或出任切和違是加強無關成是因解決的資源(不論性性。每天或工業等・並包括計解位)、以及自己自然機構動調度或提用語等物類的一種。 5.11 出行可能是加強無關成是資料化 直接的的有資料。包括關下的地点。或是指於一致強調的方面。服器。 設設及活動。以及(iii) 出行可能是地產具關鍵或調整。或出作知識、資料的書」或認定。包括此他的資料乃是一個一個一個一個一個一個一個一個一個一個一個一個一個一個一個一個一個一個一個	下成為會員的資格,以 供之個人資料將只會补 之個人資料,如有任何	以及會員守則中個人資料 成披露或轉移予為上述目 可查閱或更正資料要求,	料收集聲明內指明的其他用途・ 目的使用有關資料時、合理而有	為此用途、關下簽署此申ā 需要把有關資料轉移予相關	青表格即表示同意我們可將 開人士及機構・閣下有權根	閣下個人資料與閣下先前提 躆《個人資料(私隱)條例	提供給新鴻基地產集團的 J》(第486章)的規定	的資料加以比較・閣下提 - 要求査閥或更正閣下	
				簽	署				
新地會有意使用單下在本申請表件出機物的所有資料。包括單下的定差。 擊結實料及闢下在開舉中的國優難行這接保辦,直接保辦可以開於新減基地產集團或與總有 包括:(1) 曾推和世界各地由任何 新減基地產集團成員解查,2006,100%基地產集團或具能者,當還就用在目標增加更物素(不給住学,一意變立工權学,並包括約單和位),以及由合融機構為總導更進用起等物藥而提供的贷款交排 1) 由任何新減基地產集團的具解有。當裡或管理的資場及過去。包括位於該等意場及過去的項戶及法結提供的資品、服務、設施及活動,以及(iii) 由任何新減基地產集團就與解力。當難,實計料技 交通運輸基礎設置種和證率,堪口業務、建輸和物流、废物管理、敘算/異觀/健屬計劃、企業社會實任活 動。及越着消耗時減量地產集團的實影形的國意方包使用間下的個人資料作直接保辦。 新減基地產集團素約推着發出產集團的實證,或加減有者在作的資料方者和OTBA、可下 申請成為新地會會員,即是關下同意新地會使用關下的個人資料以上這方式及範圍作直接保辦、新地會遵認常 以電影方式內蘭下發送直接保腳資訊,亦可使用異地方式,如關單作批理用電數以外的裏地通識方式以取取試 在下列總通的方格加回整,如不有在任何可有格加國整、新地會國印度用及過法方式以取取試 一個期: 日/ 月/ 年/ 包括 (通訊) □ 電話 (短訊等) □ 整考	本人確認本人已詳閱及明白刊載於此申請表格的會員守則。本人同意按受並遵從會員守則及同意個人資料收集聲明所指明的用途。本人 <b>確認本人已仔細閱讀下列「使用個人資料作直接低銷」部份的條文。</b> 並 <b>旦明白新地會可以如何使用本人的個人資料作直接促銷用途,以及直接促銷的範圍。本人同意收取有開新鴻基地產集團及新地會的直接促銷資訊。本人聲明以上各項墳報資料及就有開此申請而遞交之 文件均屬真實、正確及完整。本人並授權責會可向任何其他新鴻基地產集團成員查核本人的資料,本人亦同意及授權其他新鴻基地產集團成員披露有關本人之資料予責會。本人同意以填報之個人資料作 核對本人身份及會籍狀況之用。本人明白並同意所有就此申請而遞交之文件,均不會發還。如責會要求,本人將提交文件正本及其他所需文件,以便責會處理此申請。</b>								
新闻基加查集團指新调基地查集團預約項基地查集團的業務及形象:並促進會員及新调基地查集團的雙個薄攝及通訊·爾丁 新地會的目標是為非廣新減基地查集團的業務及形象:並促進會員及新调基地查集團的雙個薄攝及通訊·爾丁 与前此為新地會會員。即是關下同意新地會使用關下的個人資無以上並方式及設備作直接低調·新址會範疇會 以電動方式向關下較過2號·如未有在任何方格加2號·新地會即可使用所有下列通訊方式: 電話:(通話)	新地會有意使用關戶在本申請表格中提供的所有資料,包括關下的姓名、聯絡資料及關下在開卷中的回覆進行直接促制。直接促躺可以開於新鴻基地產集團或新地會。包括:(i)看港和世界各地由任何 新鴻基地產集團成員擁有或發展。或由任何新鴻基地產集團成員任銷售或租實代理的地產物業(不論住宅、商業或工業樣字,並包括泊車位),以及由金融機構為購買或租用該等物業而提供的貸款安排。 (ii)由任何和鴻基地產集團成員擁名,營運或管理的商場及酒店,包括位於該等商場及酒店的商戶及店籍提供的貨品,服務。就施成活動,以及(ii)由任何和總基地產集團成員提供其他種類的貨品、 服務、設施及活動包括物業管理、建築、保險、金融服務、電訊 資訊科技、交通運輸基礎設施運營和管理、港口業務、運輸和物流、廢物管理、教育、招聘、樂賞/樂勵/優屬計劃、企業社會責任活								
請在下列通當的方格加2號。如未有在任何方格加2號。新地會即可使用所有下列通訊方式:       日期:       日/       月/       年/         □ 電話(通話)       □ 電話(短話等)       □ 取奇 <td>新鴻基地產集團指新測 新地會的目標是為推開</td> <td>鳴基地產發展有限公司 廣新鴻基地產集團的業務</td> <td>8任何由其直接或間接持有最少 8及形象 · 並促進會員及新鴻基</td> <td>50%已發行股本的公司。 地產集團的雙向溝通及通言</td> <td>飛・闘下 ─────</td> <td>_</td> <td></td> <td></td>	新鴻基地產集團指新測 新地會的目標是為推開	鳴基地產發展有限公司 廣新鴻基地產集團的業務	8任何由其直接或間接持有最少 8及形象 · 並促進會員及新鴻基	50%已發行股本的公司。 地產集團的雙向溝通及通言	飛・闘下 ─────	_			
本人       (申請人身份證上的姓名)現委託       本人為獲授權人士並確認隨此授權書的入會表格由會籍申請者簽名及並由本人代其         (以公司名稱・如適用)之       先生/小姐         代表本人遞交新地會入會申請表格. 並確認表格上的資料乃本人提供,及由本人簽署       確認資料屬實。         申請人簽署確認       (需與新地會入會申和表格簽名一級)         日期:       日/       月/         日期:       日/       月/         日期:       日/       月/         年/       [更新資料於2024年7月]	請在下列適當的方格加	□☑號・如未有在任何方	济格加☑號,新地會即可使用所列			日/	月/	年/	
(以公司名稱・如適用)之       先生/小娟         代表本人遞交新地會入會申請表格・並確認表格上的資料乃本人提供,及由本人簽署       遍交。本人明白如未經申請者同意擅自填報或更改資料或作出虛假陳述。本人需負上相關的法律責任。         庫請人簽署確認       儒與新地會入會申和表格簽名一致)         日期:       日/       月/         年/       [雙撥權人簽署]         「日期:       日/       月/         年/       [更新資料於2024年7月]				授權遞交新地	也會入會表格				
代表本人遞交新地會入會申請表格・並確認表格上的資料乃本人提供、及由本人簽署       上相關的法律責任・         庫請人簽署確認       (清與新地會入會申和表格簽名一致)         日期:       日/       月/       年/         [更新資料於2024年7月]	本人		(申請人身份證上		本人為獲授權人	士並確認隨此授權書的	入會表格由會籍申請	者簽名及並由本人代其	
日期:     日/     月/     年/       日期:     日/     月/     年/       [更新資料於2024年7月]	代表本人遞交新地督 確認資料屬實・	and the second					填報或更改資料或作と	出慮假陳述・本人需負	
[更新資料於2024年7月]	申請人簽署確認(	需與新地會入會中和表格			獲授權人簽署	-			
• 5581 • 5592 •	日期:	日/	月/	年/	日期:	日/	月/	年/	
					1.1		[J	更新資料於2024年7月]	

問卷 現誠邀閣下填寫以下問卷,讓我們更了解閣下的期望及需要,以便提供更適切的服務及優惠。所有資料將會絕對保密。 請剔選有興趣之項目 1. 有關新鴻基地產資訊 a. 🗌 樓盤 f. 🔲 日式百貨 b. 🗆 保險 c. 🗆 商場 d 🗆 雪訊 e D 酒店 g. □ 其他 (請註明 : \_ 2 生活 - 凸 a. 口 時事 f. 口 財富管理 k. 口 電子產品 / 電腦 b.□家居設計及擺設 d. 🗆 潮流服飾 e. 🗆 家居保養及清潔 c.□ 飲食 g. □ 親子 Ⅰ. □ 健康資訊 h. □ 汽車 / 駕駛 m.□ 其他 ( 請註明 : j. 🗆 美容 / 健身 i. 口 文化閱讀 娛樂消閒 3. a. □ 流行音樂 f. □ 烹飪 e. 🗆 電子 / 電腦遊戲 b.口旅游 c. 🛛 電影 d. 🗆 體育 g. 🗆 潮流 h.□ 寵物 口優質生活介紹 j. 🗆 園藝 k. □ 其他 (請註明: ) 請剔選你有興趣的物業相關活動及優惠(可剔選多於一項) 4 e. 🗆 會員換樓置業優惠 b.□參觀內地新樓盤 c. 🗆 參觀新樓會所 d. □ 會員首次置業優惠 a. 🗆 參觀香港新樓盤 口推薦親友置業計劃 g. 🗆 置業按揭服務 / 資訊 h.□ 晋業法律知識講座/資訊 i.□家居設計/裝修工作坊 i. □ 家居保養工作坊 k. □ 其他置業服務活動(請註明: 5 請問您現時在香港持有多少個住宅物業? f. 口 5或以上 d. 🗆 3 a. 🗆 0 b. 🗆 1 c. 🗆 2 e. 🗆 4 如購買了新住宅物業,請問你會否在購入新住宅物業至入伙後六個月期間 出售現時所有在香港的其他住宅物業,或全部轉讓給近親? 6. a. 🗌 會 · 全部出售 b.□ 會·全部轉讓給近親 c. 日 不會 d. 🛛 未決定 e. 🗆 不適用 7. 請問你及同住親友有否打算於未來兩年在香港自置住宅物業?如有·請剔選是否首置· 本人: a. 口 有 ( 是 / 否首置 ) b. 🛛 沒有 同住親友: c. □ 有 ( 是 / 否首置 ) d.□ 沒有 如有打算醫業,請剔出未來醫業所選擇之間隔 8 c. □ 2房 a. 🛛 開放式 b. 口 1房 d. 口 3房 e. [] 4 居或以上 f. 🗆 沒有打算置業 職員専用 編號 (//)(//)現場審査:□ 編號 副本 粃 核: 🛛 接納 □ 不接納 會冒守則 本守則對由新地會有限公司經營之「新地會」(簡稱「本會」)之所有會員均有約束力。會員包括普通會員、星級會員及本會不時招募之其他種類的會員、經此申請表俗申請成為本會會員。申請人即同意受本 會員守則(包括不時生效之條款及條件)約束 會籍 會員必須年滿 18 歲。所有會籍申請須經本會批准,而本會有絕對酌情權批准且無須作任何解釋。會籍的有效期為本會不時指定的年期。會員對本會之組織、運作或管理無投票權,亦對本會之任何財產無任 何權利或追索權・本會之會籍不得轉讓 曾長下 每位官員於其會籍申請被投納後,將獲本會發出一張會員卡(简稱「會員卡」),此卡可以是電子會員卡(简稱"電子卡")或買體會員卡(簡稱"實證卡")的形式,會員可透過發送到會員電郵的指定啟動 鏈結或其他指定渠道「戰電子卡,加至手機縫包內或截圖為圖像(簡稱"繁碼著私庫"),會員卡在任何情況下均為本會之財物,本會有權隨時撤銷該卡之效力及/或総上會員之會籍。而無消給子任何理由 本會亦有權要求會員歸還實體卡子本會及從會員之數碼資料庫中移除電子卡,會員卡祇供獲發該卡之會員使用,不得轉讓,會員於享用本會所提供之設施及服務時,須於被要求時出示會員卡作為其管羅的證 明。本會保留隨時遵過在其目方網站上發布相關通知總让實證卡的使用權利,而無需以任何其他方式個別通知會員。倘若會員選失了會員卡,會員可透過新地會目方網站電子會員卡的數表指載所不載電子卡 或致雷新地會勢線尋求協助。 設施及服務 電員於被批准入會後・即有資格接受及享有本會提供之設施及服務・惟須先得到本會之邀請及接受本會於提供該等設施及服務時訂明之任何特定條款及條件限制。有關對會員作出之邀請。本會有絕對酌情權。 本會有絕對酌情權於不同條件下,提供設施與服務予不同類別之會員。本會有絕對酌情權隨時終止任何設施或服務之提供及/或其運作。而無須向會員發出通知或給予任何理由。本會就任何人士包括任何商 人或店舗拒絕承兌會員卡與及商戶所提供之貨品及/或服務,概不負責。會員不得利用本會或本會提供之設施、服務、資料或文件作任何商業、不道徳或不合法用途。 木會之青任 ↔ ■ 2 - 民口 除非由於本會或其攝員或妥為投權代表之疏忽或過失,本會無須為任何因會員之會籍或與會籍關連而直接或問接導致或引起任何性質之損失、索償、費用、收費或支出,向任何會員或任何其他人士承擔責任 或法律責任。 會員價付費用 本會保留權利向會員收取費用,作為償付本會按會員要求提供及/或送付任何資料或文件時所引致之費用或支出, <mark>更改會員守則</mark> 本會有絕對酌情權不時更改本會員守則,並以其認為合適之任何方式通知會員任何上述之更改。除非他/她在本會向會員發出之通知中指定的修訂生效日期之前以書面通知退出會籍,並將其實體卡退還給本 會,及/或將其電子卡從其數碼資料庫(以適用者為準)中刪除以進行註辭,否則會員須受該等已更改之守則約束。 退會 任何打算退出會籍之會員應於最少7日前以書面預先通知本會。表明其意向。並將實體卡隨同退會通知。以掛號函件寄回本會。及/或從數碼資料庫中移除電子卡(以適用者為準)。 <mark>闚餘會羅</mark> 本會倘若認為任何會員之行為對本會有損或與本會之利益相違或違反任何會員守則,本會可開除有關會員於本會之會籍,而本會之決定為最後及終局性的,被開除會籍之會員停止擁有會籍所授予之任何權利、 福利或優惠,而且不再有權接受及享有本會提供之設施及服務,被開除會籍之會員於收到開除會籍之通知後須立即向本會交還實體卡並將電子卡從數碼資料庫內移除(以適用者為準)。 不是我生活。 新地會有限公司有絕對酌情權於任何特候終止本會之運作而無須向會員發出通告或給予任何理由。於本會之運作被終止以後。會員之一切權利及優惠即告終止。而全部會員應在接到本會運作終止之通知後立 即向本會交還實體會員卡拉將磕子卡從數碼資料庫內移除(以適用者為率)。於任何情況下,會員不得亦不能因本會終止運作而向本會、新地會有限公司之董事、股東或管理人員提出任何性質或在任何情況 下引致之家價或要求。 個人資料收集聲明 ローロや請言論之人士必須提供此申請表格内所要求之全部個人資料及其他資料(訂明非必須提供者除外)。以便本會考慮其申請。若申請人未能根據要求向本會提供該等資料。可能導致本會無法處理有關申 請。如申請獲批准。在會員之會籍有效期間。本會可收集進一步之個人資料及其他資料。 申請人或會員之個人資料及其他資料可被本會用作促進或與下列有關之所有或任何用途: 申請人或會員之個人資料及其他資料可被本會用作促建或與下列有關之所有或任何用途: (a) 處理會雜之申請;(b) 核質是供予本會之資料;(c) 為本會及/或新減基地產進行研究及/或分析;(d) 不時向會員提供關於新減基地產集團的資訊,包括新減基地產集團為會員提供的產品、設施、服務及 其他優惠、獎賞及其他得益的資訊也且為會員應長及安排該等產品。設施,服務及其他優惠、獎賞及其他得益(參閱使用個人資料作直接促斟);(e) 就本會及/或新減基地產集團對會自或一般顧客所提供 的設施、服務及/或產品,及作出評估及改進;(f) 促進會員與本會問的溝通,並鼓勵會員就具對本會及/或新鴻基地產集團之設施。服務及/或產品之需要及期室作出回應;(g) 為確定會員享用本會及新 基地產集團產品、設施、服務及其他優惠、獎賞及其他得益的資格也並考慮會員的需要,而將會員個人資料與會員先前提供給新鴻基地產集團的所有個人資料加以比較;(h) 履行任何適用法律下要求披露之 構成;(f) 任何經申請人或當員不時同意之其他用述。 使用個人資料作直接促斟:新地會有意使用閣下在本申請表俗中提供的所有資料,包括閣下的姓名、聯絡資料及閣下在問卷中的回覆(如適用)進行直接促翻。直接促翻可以關於新鴻基地產集團或員應。或此任何新鴻基地產集團或員應有意及這作。自然此能要非關大的量合地由任何新鴻基地產集團或員提、或由任何新鴻基地產集團成員任動營及造作。的為戶及店銷提供的資品、服務,設施及活動自任何新鴻基地產集團或員購得可以還的作及店指用任何新鴻基地產集團或員任動當及造作。自然的意戶及店銷售代的自分品類提供的資品、服務,設施及活動。以及做自動賠償為 集團成員是供其他種類的貨品、服務、設施及活動包括物業管理。建築、保險、金融服務、電訊、資訊科技、交通運輸基礎設施運營和管理、港口業務、運輸和物流、服物管理、發育、招聘、獎賞/美劇/優 專訂劃、企業社會賃任活動及該當和非年和的專那,新心會需要關口的意方可使用關下的個人資料作直接促翻。關下提供之個人資料將只會被推選或轉移往與上述目的相關及合理而必要之單位。 新鴻基地產業團間訪鴻基地產就是關於有量人的公認。或此一個新選點的人類和作直接低翻。關下提供之個人資料將只會被推選或轉移往與上述目的相關及合理而必要之單位。 新鴻基地產業團指納讓這些產業團或同意方可使用關下的國人資料,如有任何查閱或更正資料要求,可向本會資料保障主任提出,其辦事處位於香港港灣道30號新 鴻基地會集團百論講述此產發展了還及可使用直接或關於有過少因必完成是 新地會感謝會員長期支持,我們不時與會員分享新鴻基地產集團及新地會的各種最新資訊。如關下不願意收取新地會的直接促銷材料及/或資訊,可以向我們發出書面通知,鄧寄至香港港灣道30號新鴻基中 心45樓新地會資料保障主任收、電鄧至shkpdub@shkp.com、或傳真至852-2827 8804,或致電新地會熱線 852-2828 7878。

即使關下選擇日後不收取我們的直接促銷材料及/或資訊,我們亦會依舊尊重關下之會籍,以便關下能繼續享受更多的會員福利。你可以透過本會網頁或張點於新鴻基地產集團旗下不同地點的通告得悉本會 其後的優惠訊息

<mark>瓋用法律</mark> 本守則受香港特別行政區法律管轄並按香港特別行政區法律解釋 ·

管轄文本 本守則之英文文本及中文文本在文義上如有任何岐異、概以英文文本為準。