

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of the properties in

ONTOLO

(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unless previously withdrawn or sold)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 ONTOLO**" placed at the Sales Office (as defined in the Tender Notice) in a plain envelope and clearly marked "**ONTOLO**".

Vendor: **Ease Treasure Investment Limited**
33rd Floor, Great Eagle Centre, 23 Harbour Road, Wan Chai, Hong Kong

Vendor's solicitors: **Mayer Brown**
18th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong

Vendor's agent: **Great Eagle Real Estate Agency Limited**
33rd Floor, Great Eagle Centre, 23 Harbour Road, Wan Chai, Hong Kong
Enquiry Hotline: 2123 6833

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

朗濤

(即賣方發出的銷售安排(定義見招標公告)內列出的物業，
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「**朗濤**」，放入位於售樓處(定義見招標公告)擺放的標示為「**朗濤公開招標**」的投標箱內。

賣方： **騰寶投資有限公司**
香港灣仔港灣道 23 號鷹君中心 33 樓

賣方律師： **孖士打律師行**
香港中環遮打道 10 號太子大廈 18 樓

賣方代理人： **鷹君地產代理有限公司**
香港灣仔港灣道 23 號鷹君中心 33 樓
查詢熱線：2123 6833

PART 1: TENDER NOTICE

1. Definitions

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

"Acceptance Period"	means the period between the commencement date of submission of tender and the date which is the fourteenth (14th) working day after the closing of tender (both dates inclusive);
"Agreement"	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 4 of the Conditions of Sale;
"Conditions of Sale"	means the Conditions of Sale set out in Part 2 of this Tender Document;
"Development"	means ONTOLO, 7 Fo Yin Road, Pak Shek Kok, Tai Po, New Territories, Hong Kong;
"Letter of Acceptance"	means the Vendor's letter regarding acceptance of the Tenderer's tender pursuant to paragraph 3.2 of the Tender Notice;
"Offer Form"	means the Offer Form set out in Part 3 of this Tender Document;
"Property"	means, if and when this Tender Document is accepted by the Vendor, the Tendered Property;
"Property for Tender"	means all or any of the properties as set out in the Sales Arrangements;
"Purchase Price"	means, if and when this Tender Document is accepted by the Vendor, the Tender Price;
"Purchaser"	means the successful Tenderer whose tender in respect of the Tendered Property is accepted by the Vendor;
"Sales Arrangements"	means Sales Arrangements No. 12 issued by the Vendor for the Development (as the same may be revised by the Vendor from time to time);
"Sales Office"	means Unit A on 11th Floor of Tower 9A of ONTOLO, 7 Fo Yin Road, Pak Shek Kok, Tai Po, New Territories.;
"Tender Closing Time"	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 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 Time and Tender Closing 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;
" 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;
" Vendor "	means Ease Treasure Investment Limited; and
" Vendor's solicitors "	means Mayer Brown.

2. Procedures of Tender

- 2.1 The Vendor invites tenders for the purchase of the Property for Tender on the terms and conditions contained in this Tender Document.
- 2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
- 2.3 The Vendor reserves the right to, at any time before the Tender Closing 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 Time of the tender of any of the Property for Tender. Any adjustment of the Tender Closing Time will be posted at the Sales Office. The Vendor is not obliged to separately notify the Tenderers of such adjustment.
- 2.6 Tenderers should note the Vendor's solicitors do not act for any Tenderer in the process of this tender.
- 2.7 If the Tenderer has indicated on the Schedule to the Offer Form to purchase more than one (1) Property for Tender :-
 - (a) he/she/it must fill in one lump sum Tender Price for all such Tendered Property in the Schedule to the Offer Form; and
 - (b) this Tender Document is deemed to be submitted on the basis that the Vendor will accept the tender for the purchase of **ALL** such Tendered Property together and the Purchaser will be required to sign only one (1) Agreement covering all such Tendered Property.
- 2.8 A tender must be:-
 - (a) made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) duly completed and signed. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form;**
 - (b) accompanied with the following documents:-
 - (i) Cashier order(s) and/or cheque(s)

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

(A) a minimum of HK\$500,000 thereof per Tendered Property with a saleable area of

- not less than 950 square feet; or
(B) a minimum of HK\$100,000 thereof per Tendered Property with a saleable area of less than 950 square feet must be paid by cashier order(s).

(ii) Tenderer's identification document

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

If the Tenderer is a company, copy of the Certificate of Incorporation and the Business Registration Certificate of the Tenderer and copies of the latest register of directors and annual return (if any) and copy HKID Card/Passport of each director(s) of the Tenderer.

(iii) Intermediary's licence (if applicable)

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

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

- (1) Measurements of the Tendered Property
- (2) Personal Information Collection Statement
- (3) Warning to Purchasers
- (4) Acknowledgement Letter Regarding Stamp Duty
- (5) Acknowledgement Letter Regarding Operation of Gondola
- (6) Acknowledgement Letter Regarding Open Kitchen
- (7) Acknowledgement Letter Regarding Noise Mitigating Measures
- (8) Acknowledgement Letter Regarding Areas in Garden(s)
- (9) Confirmation regarding AVD Benefit
- (10) Acknowledgement Letter Regarding Viewing of Property
- (11) Vendor's Information Form

Please do **NOT** 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 "ONTOLO"; and
- (d) placed in the tender box labelled "**Public Tender For ONTOLO**" placed at the Sales Office during the Tender Period.

The tender will proceed in accordance with the Sales Arrangements irrespective of whether any Tropical Cyclone Warning Signal or any Rainstorm Warning Signal is in effect at any time on any date of sale.

- 2.9 All cashier order(s) and/or cheque(s) forwarded by the Tenderer will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier order(s) and/or cheque(s) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other cashier order(s) and/or cheque(s) will be returned by personal delivery or by post, within a period of fourteenth (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the address stated in their tenders.

- 2.10 (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal.
- (b) If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.
- (c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of letter regarding the acceptance of tender and return of cashier order(s) and/or cheque(s).

- 2.11 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Document, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.
- (b) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK\$1.00 upon receipt of a written demand from him prior to the submission of his tender.

3. Acceptance of Tender

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Tendered Property.
- 3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the "**Letter of Acceptance**") personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.
- 3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor's solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for inspection during the Tender Period at the Sales Office. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments. Where the Property comprises more than one (1) property, (a) the Purchaser will sign only one (1) Agreement covering all of the Property; and (b) the Vendor will not and is not obliged to apportion the Purchase Price for each of the Property.
- 3.4 (a) In the event that the Purchaser intends to execute the Agreement by his/her attorney on his/her behalf :-
- (i) the Vendor's solicitors will not act for the Purchaser in the sale and purchase of the Property and the Purchaser shall instruct his/her own solicitors to act for him/her; and
 - (ii) the relevant power of attorney is required to be approved by the Vendor.
- (b) All loan applications made to the Vendor's designated financing company, loan documents and ancillary documents (collectively the "**Loan Documents**") shall be signed by the Purchaser personally. No attorney can be accepted for the purpose of signing the Loan Documents.

4. Miscellaneous

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property for Tender and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property. All enquiries should be directed to the Vendor's agent, Great Eagle Real Estate Agency Limited, of 33rd Floor, Great Eagle Centre, 23 Harbour Road, Wan Chai, Hong Kong (Enquiry Hotline: 2123 6833).
- 4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor's agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.
- 4.3 The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Document. Tenders submitted which contain alterations and/or additions of any kind to, the

documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.

- 4.4 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

第 1 部份：招標公告

1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「承約期間」	指由遞交投標書的招標開始時間至招標截止時間後的第 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；
「發展項目」	指香港新界大埔白石角科研路 7 號朗濤；
「接納書」	指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知；
「要約表格」	指本招標文件第 3 部份的要約表格；
「該物業」	指如果及一旦本招標文件獲得賣方接納時的該投標物業；
「該招標物業」	指銷售安排內列出的所有或任何物業；
「樓價」	指如果及一旦本招標文件獲得賣方接納時的投標價；
「買方」	指中標者，其對該投標物業的投標書獲得賣方接納；
「銷售安排」	指賣方發出的發展項目的銷售安排第 12 號(及賣方不時對其作出的修改)；
「售樓處」	指新界大埔白石角科研路 7 號朗濤第 9A 座 11 樓 A 單位；
「招標截止時間」	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，指招標開始時間至招標截止時間的期間；
「投標價」	指要約表格的附表中訂明投購該投標物業的價格；
「該投標物業」	指要約表格的附表中訂明的物業；
「投標者」	指要約表格的附表中訂明為投標者的人士；

「 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；
「 賣方 」	指騰寶投資有限公司；及
「 賣方律師 」	指孖士打律師行

2. **招標程序**

- 2.1 賣方現按照載於本招標文件的條款及細則招標承投購買該招標物業。
- 2.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.3 賣方保留權利在招標截止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 賣方保留權利更改任何該招標物業的招標截止時間。任何更改招標截止時間的通知會張貼於售樓處。賣方無須就該等更改另行通知投標者。
- 2.6 投標者須注意賣方律師在本招標過程中不代表任何投標者。
- 2.7 如果投標者在要約表格的附表中已顯示購買超過一個該招標物業：
 - (a) 他／她／它必須在要約表格的附表中一筆過填寫全部該投標物業的投標價；及
 - (b) 本招標文件當作基於賣方將會接納投標一併購買全部該投標物業，以及買方只須簽署一份包括全部該投標物業的正式合約而遞交。
- 2.8 投標書必須：
 - (a) 採用本招標文件之格式，並填妥及簽署要約表格(即本招標文件的第 3 部分)。**請填妥及簽署要約表格的英文文本或要約表格的中文文本；**
 - (b) 連同以下文件：
 - (i) 銀行本票及／或支票

由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的一張或多張銀行本票及／或支票，金額為該投標物業的投標價的 **5%**，該金額須作為投標的**臨時訂金**，抬頭寫「**孖士打律師行**」，但其中就每個實用面積達 950 平方呎或以上的投標物業必須以銀行本票支付最少港幣 500,000 元或每個實用面積不超過 950 平方呎的投標物業必須以銀行本票支付最少港幣 100,000 元。
 - (ii) 投標者的身份證明文件

如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。

如投標者為公司，投標者的公司註冊證明書及商業登記證的複印本，以及投標者最近期的董事登記冊及周年申報表(如有)的複印本及投標者之每一董事的香港身分證／護照。
 - (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) 由投標者填妥並簽署的附件的文件

- (1) 投標物業的量度尺寸
- (2) 個人資料收集聲明
- (3) 對買方的警告
- (4) 關於印花稅的確認書
- (5) 關於吊船操作的確認書
- (6) 關於開放式廚房的確認書
- (7) 關於噪音緩解措施的確認書
- (8) 關於位於花園的地方的確認書
- (9) 從價印花稅優惠確認書
- (10) 關於參觀物業的確認信
- (11) 賣方資料表格

請不要於本第(iv)分段所述的任何文件內填上日期。

(c) 放入普通信封內，信封面上書明賣方收啓，並清楚註明「朗濤」；及

(d) 於招標期間放入位於售樓處擺放的標示為「朗濤公開招標」的投標箱內。

即使於任何出售日期及任何時間內有任何熱帶氣旋警告信號或任何暴雨警告信號生效，招標會繼續按銷售安排進行。

- 2.9 在賣方對收到的投標書作出決定前，所有銀行本票及／或支票不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票及／或支票將視作臨時訂金，以支付樓價的部份款項。所有其他銀行本票及／或支票將於承約期間屆滿後起計 14 日內，按投標書所載地址以專人送達、或通過郵遞方式退還予落選投標者。
- 2.10 (a) 投標者須親身簽署要約表格及其他文件(如投標者為公司，須由其董事簽署)，並視作為主事人。
- (b) 投標者如為公司，須於要約表格中清楚註明(除其他資料外)其聯絡人姓名、電話及傳真號碼。
- (c) 要約表格中指明的香港通訊地址將會是收取接受投標書信函及退回銀行本票及／或支票的地址。
- 2.11 (a) 作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間按照本招標公告及本招標公告夾附的投標表格和出售條款所載的條款及條件，隨時接納投標。投標書根據本招標公告的程序一經遞交，投標者即不可撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。
- (b) 作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。

3. 接納投標

3.1 投標書如獲接納，中標者即成為該投標物業之買方。

3.2 買方會在承約期間屆滿時或之前獲書面通知(「接納書」)其投標書已被接納，接納書會按要約表格指明的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。接納書在投郵後的第 2 個工作日視為已經正式收到。

- 3.3 在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式的正式合約，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。如該物業由多個一個物業組成，(a) 買方只須簽署一份包括全部該物業的正式合約，及(b)賣方不會及無責任為每一個該物業的樓價進行分攤。
- 3.4 (a) 如買方有意以其授權人代表其簽署正式合約：-
- (i) 賣方律師將不會於買賣該物業事宜中代表買方，買方須另聘律師作為其代表；及
 - (ii) 相關授權書須由賣方事先批准。
- (b) 所有向賣方之指定財務機構作出的貸款申請、貸款文件及附帶文件(統稱「**貸款文件**」)須由買方親身簽署。以授權人簽署貸款文件不會被接受。

4. 其他事項

- 4.1 投標者宜注意，賣方只會回答關於該招標物業的一般問題，而不會就本招標文件或關於該物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方的代理人鷹君地產代理有限公司，地址為香港灣仔港灣道 23 號鷹君中心 33 樓(查詢熱線: 2123 6833)。
- 4.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作為或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。
- 4.3 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件有任何種類的改動及／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。

[End of Part 1: Tender Notice]

[第 1 部分：招標公告完]

PART 2: CONDITIONS OF SALE

1. 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.
2. In this Preliminary Agreement:-
 - (a) "**saleable area**" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);
 - (b) "**working day**" has the meaning given by section 2(1) of that Ordinance;
 - (c) the floor area of an item under clause (a) of each Property set out in Schedule 1 is calculated in accordance with section 8(3) of that Ordinance; and
 - (d) the area of an item under clause (b) of each Property set out in Schedule 1 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
3. The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholders.
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 Purchaser shall, within FIVE (5) working days after the date of the Letter of Acceptance, attend the office of the Vendor's solicitors bringing along his Hong Kong Identity Card or passport or (in case the Purchaser is a company) its Business Registration Certificate and the Tender Document and the Letter of Acceptance to (a) sign the Agreement in such standard form as prepared by the Vendor's solicitors which Agreement shall not be altered by the Purchaser, (b) make further payment in accordance with the Payment Terms, and (c) pay all stamp duty payable or incurred on this Preliminary Agreement and the Agreement.
8. 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.
9. The measurements of the Property are as follows — see "Measurements of the Tendered Property" of the Tender Document.
10. The sale and purchase of the Property includes the fittings, finishes and appliances as follows — see Schedule to the Conditions of Sale.
11. 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.

12. The Purchaser acknowledges receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 13 and fully understands its contents.
13. For the purposes of clause 12, the following is the "Warning to Purchasers"—
 - (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
 - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
 - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
 - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
 - (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
14. The Vendor and the Purchaser agree to complete the sale and purchase of the Property at the offices of the Vendor's solicitor during office hours on or before Completion.
15. The Property is sold on "as is" basis. 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.
16. It is hereby agreed and declared that 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 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 transfers 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 identity card numbers and full address), 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 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 affect as item (i) above of this clause.

18. The Vendor and the Purchaser agree to incorporate into the Agreement provisions having the same effect of clause 17.
19. (a) All stamp duty (including, without limitation, ad valorem stamp duty, special stamp duty, buyer's stamp duty and all additional stamp duty) arising from this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment (whether under the Stamp Duty Ordinance (Cap.117, Laws of Hong Kong)), the charges for certified copies of title deeds, all registration fees, plan fees and a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant incorporating Management Agreement and any other documents relating to the sale and purchase of the Property shall be solely borne and paid by the Purchaser. (b) If an individual Purchaser or a corporate Purchaser which is registered in Hong Kong shall also instruct the Vendor's solicitors to act for such purchaser in respect of the purchase of the Property, the Vendor shall bear such solicitors' legal costs in respect of the Agreement, the subsequent Assignment and the First Mortgage (if any), exclusive of the legal costs in respect of any sureties and other security documents, other relevant legal documents and all disbursements, which shall be borne by the Purchaser. (c) In any other cases, the Purchaser shall bear his own solicitors' legal costs and disbursements in respect of the purchase of the Property.
20. All Further Deposit, Part Payment of the Purchase Price, the Balance of Purchase Price and stamp duty shall be paid by the Purchaser by way of cashier order(s) drawn in favour of the Vendor's solicitors.
21. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on his behalf before the Agreement is signed, the Vendor or its Sales Agent may unilaterally sign and register a Memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.
22. The Purchaser shall inform the Vendor in writing of any change in the Purchaser's correspondence address or contact telephone number.
23. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
24. Time shall in every respect be of the essence of this Preliminary Agreement.
25. If the Property under this Preliminary Agreement consists of a residential property as well as any Block Duplex Parking Space(s), Residential Parking Space(s) or Motor Cycle Parking Space(s), such Property shall be covered by one single formal agreement for sale and purchase and one single subsequent assignment.
26. On completion, the Purchaser shall pay to the Manager of the Development, or reimburse to the Vendor (if any of the relevant payments shall have already been paid by the Vendor to the Manager), all deposits and advance payment, contribution to Special Funds, debris removal fee and all other payments payable under the Deed of Mutual Covenant incorporating Management Agreement in relation to the Development of which the Property forms part.
27. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
(b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
(c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
 - (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of

the CRTPO shall not apply to this Preliminary Agreement; and

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

第 2 部分：出售條款

1. 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。
2. 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。
3. 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。
4. 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：
 - (a) 由買方於接納書的日期之後的第 5 個工作日或之前簽立；及
 - (b) 由賣方於接納書的日期之後的第 8 個工作日或之前簽立。
5. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
6. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。
7. 買方須於接納書的日期之後的 5 個工作日內攜帶香港身份證或護照或商業登記證(如買方為公司)及招標文件及接納書到賣方律師的辦事處辦理下列手續：(a) 簽署賣方律師所訂定之正式合約，合約內容買方不能更改，(b)交付根據本臨時合約付款方式所述到期應付之款項，並(c)交付全部有關本臨時合約及正式合約應付或所招致的印花稅。
8. 如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：
 - (a) 本臨時合約即終止；
 - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
 - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
9. 該物業的量度尺寸如下——見招標文件的《投標物業的量度尺寸》。
10. 該物業的買賣包括的裝置、裝修物料及設備如下——見出售條款的附表。
11. 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。
12. 買方確認已收到第 13 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。
13. 就上述第 12 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.

14. 買賣雙方同意於成交日期或之前在賣方律師辦公地點完成交易本物業。
15. 本物業以現狀形式出售。買方同意及承認已到上述物業實地視察，並清楚及接受上述物業現時之情況。
16. 現同意並聲明本臨時合約只適用於買方個人，買方無權要求賣方與其他人士簽署正式買賣合約，亦無權將本臨時合約權益轉讓給第三者。
17. 買方須與賣方在正式買賣合約中訂明，若買方轉售本物業或將買賣合約權益轉讓予第三者，則每個轉購人、受贈人、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、委任人及其他買、賣本物業或任何相關利益人士的詳細資料(包括身份証號碼及地址)，及全數金額或其他代價，包括任何佣金、訂購或代理費用、或任何在期間交易所需繳付予任何人士的款項，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履行本條(i)項中的責任。
18. 賣方與買方同意於正式合約納入與第 17 條相同意義之條文。
19. (a)有關本臨時合約及/或正式合約及/或轉讓契所招致的印花稅(包括但不限於從價印花稅、額外印花稅、買家印花稅及附加印花稅)(不論是根據香港法例第 117 章《印花稅條例》可徵收的)，上手契約鑒證本之費用、所有登記費、圖則費及適當比例之大廈公契及管理合約製作、登記及完成之費用及其他有關本物業的買賣之文件等費用，一蓋由買方單獨承擔及繳付。(b) 若買方為個人或於香港註冊的有限公司，亦聘用賣方律師代表其購買本物業，賣方將承擔該律師在處理正式買賣合約、其後之轉讓契及第一按揭(如有)之律師費用，但不包括擔保與其他抵押文件及其他相關法律文件的律師費用及所有代墊付費用(該等費用由買家支付)。(c)在任何其他情況下，買方須負責其在有關購買本物業之所有律師費用及代墊付費用。

20. 所有加付訂金，部份售價餘款，售價餘款及印花稅需以抬頭寫上賣方律師之銀行本票支付。
21. 如買方或任何人代表買方在未簽署正式合約前將本臨時合約登記於土地註冊處登記冊內，賣方或其銷售代理人可單方面簽署及於土地註冊處登記備忘錄將本臨時合約刪除或取消。
22. 買方如有更改通訊地址或聯絡電話，須以書面通知賣方。
23. 本物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。
24. 本臨時合約所規定之時間或時限乃合約要素，必須嚴謹遵守。
25. 如本臨時合約下的本物業包括住宅物業也同時包括任何停車位，該物業必須由單一份正式合約及其後單一份轉讓契涵蓋。
26. 買方在成交時須按大廈公契規定向發展項目管理人繳交所有按金、上期預繳、其須分擔的特別基金、清理廢料費用及所有須繳交的其他費用。如任何上述費用已由賣方付予管理人，買方均須在交易完成時補還予賣方。
27.
 - (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。

出售條款附表
Schedule to Conditions of Sale
裝置、裝修物料及設備
Fittings, Finishes and Appliances

For Unit A, B, C of Tower 2
第2座A、B、C單位

Internal Wall 內牆	Emulsion paint. 乳膠漆。
Flooring 地板	Engineered timber flooring with engineered timber skirting. 複合木地板配複合木牆腳線。
Door 門	Timber door, timber door with timber louvre, fire rated timber door, aluminium framed with glass door. 木門、木門連木百葉、防火木門、鋁框配玻璃門。
Bathroom 浴室	Sanitary fittings are provided. Natural stone and tiles for wall; metal finish and gypsum board false ceiling finished with emulsion paint for ceiling; natural stone and tiles for floor. 提供潔具。牆壁鋪設天然石及瓷磚；天花板裝設金屬飾面及石膏板假天花髹乳膠漆；地板鋪設天然石及瓷磚。
Kitchen 廚房	Natural stone and glass finish for wall on exposed surface; gypsum board false ceiling finished with emulsion paint and metal finish; natural stone for floor; cooking bench finished with reconstituted stone. 牆壁鋪設天然石及玻璃飾面於外露位置；石膏板假天花髹乳膠漆及金屬飾面；地板鋪設天然石；灶台為人造石。
Other Provisions 其他設備	Cooker hood, ventilation fan, induction hob, gas hob, steam oven, fridge-freezer, washer dryer, wine conditioning unit, water heater and thermo ventilator; 抽油煙機、抽氣扇、電磁爐、煮食爐、蒸焗爐、雪櫃連冰箱、洗衣乾衣機、酒櫃、熱水爐及浴室寶； Split type air-conditioner for living room/dining room, bedroom(s), utility room. 客廳/飯廳、睡房、工作間裝設分體式冷氣機。

PART 3: OFFER FORM

(To be completed by the Tenderer)

To: **The Vendor**

1. Offer

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

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

2. Binding agreement if offer is accepted

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

3. Address for receipt of Letter of Acceptance

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

4. Declarations, representations and warranties

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

- (a) **The information specified in the Schedule to this Offer Form is in all respects true and accurate in so far it is within my/our knowledge.**
- (b) The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the Purchase Price of the Property, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Tendered Property, the Purchaser should report the case to the Independent Commission Against Corruption.

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

Schedule to the Offer Form

(To be completed by the Tenderer)

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

<i>Section 2 – Tendered Property</i>			
	Tower	Floor	Flat
1.			
2.			
3.			

<i>Section 3 – Tender Price</i>			
Tender price (HK\$)			
Cashier order (Please refer to paragraph 2.8(b)(i) of the Tender Notice)	Amount (HK\$)	Bank	Cashier order no.
Cheque	Amount (HK\$)	Bank	Cheque no.

Section 4 – Payment plan

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

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

† <input type="checkbox"/> Payment Plan GA	<p>90 Days Cash Payment Plan</p> <p><u>Terms of Payment</u></p> <ul style="list-style-type: none"> A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). A further deposit equivalent to 5% of the Purchase Price shall be paid within 60 days after the date of the Letter of Acceptance. 90% of the Purchase Price being balance of the Purchase Price shall be paid by the purchaser(s) within 90 days after the date of the Letter of Acceptance. <p><u>Gift, or any financial advantage or benefit</u></p> <ul style="list-style-type: none"> AVD Benefit Option to Purchase of Residential Parking Space(s) (This benefit is only applicable to purchaser(s) of specified residential property.)
† <input type="checkbox"/> Payment Plan GB	<p>90 Days Flexible First Mortgage Loan Payment Plan</p> <p><u>Terms of Payment</u></p> <ul style="list-style-type: none"> A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). A further deposit equivalent to 5% of the Purchase Price shall be paid within 60 days after the date of the Letter of Acceptance 90% of the Purchase Price being balance of the Purchase Price shall be paid by the purchaser(s) within 90 days after the date of the Letter of Acceptance. <p><u>Gift, or any financial advantage or benefit</u></p> <ul style="list-style-type: none"> Flexible First Mortgage Loan AVD Benefit Option to Purchase of Residential Parking Space(s) (This benefit is only applicable to purchaser(s) of specified residential property.)

<p>†<input type="checkbox"/> Payment Plan GC</p>	<p>90 Days Flexible First Mortgage and Flexible Second Mortgage Loan Payment Plan</p> <p><u>Terms of Payment</u></p> <ul style="list-style-type: none"> • A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). • A further deposit equivalent to 5% of the Purchase Price shall be paid within 60 days after the date of the Letter of Acceptance • 90% of the Purchase Price being balance of the Purchase Price shall be paid by the purchaser(s) within 90 days after the date of the Letter of Acceptance. <p><u>Gift, or any financial advantage or benefit</u></p> <ul style="list-style-type: none"> • Flexible First Mortgage Loan (Only applicable to purchaser(s) who is/are natural person(s); not applicable to corporate, institutional or other purchaser(s) who is/are not individual(s)) • Flexible Second Mortgage Loan (Only applicable to purchaser(s) who is/are natural person(s); not applicable to corporate, institutional or other purchaser(s) who is/are not individual(s)) • AVD Benefit • Option to Purchase of Residential Parking Space(s) (This benefit is only applicable to purchaser(s) of specified residential property.)
<p>†<input type="checkbox"/> Payment Plan GD</p>	<p>90 Days Standby Second Mortgage Loan Payment Plan</p> <p><u>Terms of Payment</u></p> <ul style="list-style-type: none"> • A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). • A further deposit equivalent to 5% of the Purchase Price shall be paid within 60 days after the date of the Letter of Acceptance • 90% of the Purchase Price being balance of the Purchase Price shall be paid by the purchaser(s) within 90 days after the date of the Letter of Acceptance. <p><u>Gift, or any financial advantage or benefit</u></p> <ul style="list-style-type: none"> • Second Mortgage Loan (Only applicable to purchaser(s) who is/are natural person(s); not applicable to corporate, institutional or other purchaser(s) who is/are not individual(s)) • AVD Benefit • Option to Purchase of Residential Parking Space(s) (This benefit is only applicable to purchaser(s) of specified residential property.)

†□ Payment Plan GS	<p>180 Days Standby Second Mortgage Loan Payment Plan S</p> <p><u>Terms of Payment</u></p> <ul style="list-style-type: none"> • A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). • A further deposit equivalent to 5% of the Purchase Price shall be paid within 60 days after the date of the Letter of Acceptance • 90% of the Purchase Price being balance of the Purchase Price shall be paid by the purchaser(s) within 180 days after the date of the Letter of Acceptance. <p><u>Gift, or any financial advantage or benefit</u></p> <ul style="list-style-type: none"> • Second Mortgage Loan (Only applicable to purchaser(s) who is/are natural person(s); not applicable to corporate, institutional or other purchaser(s) who is/are not individual(s)) • AVD Benefit • Option to Purchase of Residential Parking Space(s) (This benefit is only applicable to purchaser(s) of specified residential property.)
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Section 5 – Related Tender(s)(if any)

I/We confirm that I/we and/or my/our relevant person(s), whose name(s) is/are set out in the table below, has/have submitted separate Offer Form(s) as follows ("**Related Tender(s)**") :-

Related Tender No.	Name of the tenderer(s) / related person(s)	ID No. / Passport No. / BR No.	Tower	Floor	Flat
1.					
2.					

(† **Please tick one of the following boxes**)

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

† ☐ I/We submit this tender on the condition that the Vendor shall not accept this tender unless the Vendor also accepts **the following Related Tender(s)** at the same time. I/We also confirm, agree and accept that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof :-

(^ **Please tick one or more of the following boxes**)

- ^ ☐ this tender and Related Tender No. 1; or
- ^ ☐ this tender and Related Tender No. 2; or
- ^ ☐ this tender and Related Tender No. 1 and Related Tender No. 2.

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 declare and confirm that the Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the Intermediary or anyone for any such agreements, representations or undertakings 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 – Declaration of relationship with the Vendor († *Please tick as appropriate*)

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

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

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

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

Section 8 – Submission checklist

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

1. ☐ Tender Document with the Offer Form completed and signed
2. ☐ Cashier order(s) and /or cheque(s)
3. ☐ Tenderer's identification documents
4. ☐ Intermediary's licence (if applicable)
5. ☐ Documentary proof of Relevant Person (if applicable)
6. Documents in Annex, duly signed and completed by the Tenderer:
 - (1) ☐ Measurements of the Tendered Property (undated)
 - (2) ☐ Personal Information Collection Statement (undated)
 - (3) ☐ Warning to Purchasers (undated)
 - (4) ☐ Acknowledgement Letter Regarding Stamp Duty (undated)
 - (5) ☐ Acknowledgement Letter Regarding Operation of Gondola (undated)
 - (6) ☐ Acknowledgement Letter Regarding Open Kitchen (undated)
 - (7) ☐ Acknowledgement Letter Regarding Noise Mitigating Measures (undated)
 - (8) ☐ Acknowledgement Letter Regarding Areas in Garden(s) (undated)
 - (9) ☐ Confirmation regarding AVD Benefit (undated)
 - (10) ☐ Acknowledgement Letter Regarding Viewing of Property (undated)
 - (11) ☐ Vendor's Information Form (undated)

Section 9 – 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.		

Section 10 – 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:

X

Witnessed by:

X

Name of the authorized signature (if the Tenderer is a company):

Name of the witness:

Date:

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

第 3 部份：要約表格

(由投標者填寫)

致：賣方

1. 要約

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

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

2. 如要約獲接納將構成有效協議

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

3. 收取接納書的地址

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

4. 聲明、陳述及保證

本人／我們現聲明、陳述及保證如下：

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

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

要約表格的附表

(由投標者填寫)

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

第2節- 投標物業			
	座	樓層	單位
1.			
2.			
3.			

第3節- 投標價			
投標價 (HK\$)			
銀行本票 (請參閱投標公告之 2.8(b)(i)段)	金額 (HK\$)	銀行	本票編號
支票	金額 (HK\$)	銀行	支票編號

第 4 節 – 支付辦法

投標者須選擇下列其中一種付款計劃。(†請只剔一種付款計劃)

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

†☐ 付款計劃 GA

90 天現金付款計劃

支付條款

- 相等於樓價 5%之臨時訂金於投標書獲賣方接納當日(即接納書的日期)繳付
- 相等於樓價 5%之加付訂金於接納書的日期後 60 天內繳付。
- 買方須於接納書的日期後 90 天內繳付樓價 90%作為樓價餘款。

贈品、財務優惠或利益

- 從價印花稅優惠
- 認購住宅停車位的權利
(此項優惠只適用於購買指明住宅物業的買方。)

<p>†<input type="checkbox"/> 付款計劃 GB</p>	<p>90 天靈活一按付款計劃</p> <p><u>支付條款</u></p> <ul style="list-style-type: none"> • 相等於樓價 5%之臨時訂金於投標書獲賣方接納當日(即接納書的日期)繳付 • 相等於樓價 5%之加付訂金於接納書的日期後 60 天內繳付。 • 買方須於接納書的日期後 90 天內繳付樓價 90%作為樓價餘款。 <p><u>贈品、財務優惠或利益</u></p> <ul style="list-style-type: none"> • 靈活第一按揭貸款 • 從價印花稅優惠 • 認購住宅停車位的權利 (此項優惠只適用於購買指明住宅物業的買方。)
<p>†<input type="checkbox"/> 付款計劃 GC</p>	<p>90 天靈活一按加靈活二按付款計劃</p> <p><u>支付條款</u></p> <ul style="list-style-type: none"> • 相等於樓價 5%之臨時訂金於投標書獲賣方接納當日(即接納書的日期)繳付 • 相等於樓價 5%之加付訂金於接納書的日期後 60 天內繳付。 • 買方須於接納書的日期後 90 天內繳付樓價 90%作為樓價餘款。 <p><u>贈品、財務優惠或利益</u></p> <ul style="list-style-type: none"> • 靈活第一按揭貸款 (只適用於自然人買方；不適用於公司、機構或其他非個人買方。) • 靈活第二按揭貸款 (只適用於自然人買方；不適用於公司、機構或其他非個人買方。) • 從價印花稅優惠 • 認購住宅停車位的權利 (此項優惠只適用於購買指明住宅物業的買方。)

<p>†□ 付款計劃 GD</p>	<p>90 天備用二按付款計劃</p> <p><u>支付條款</u></p> <ul style="list-style-type: none"> • 相等於樓價 5%之臨時訂金於投標書獲賣方接納當日(即接納書的日期)繳付 • 相等於樓價 5%之加付訂金於接納書的日期後 60 天內繳付。 • 買方須於接納書的日期後 90 天內繳付樓價 90%作為樓價餘款。 <p><u>贈品、財務優惠或利益</u></p> <ul style="list-style-type: none"> • 第二按揭貸款 (只適用於自然人買方；不適用於公司、機構或其他非個人買方。) • 從價印花稅優惠 • 認購住宅停車位的權利 (此項優惠只適用於購買指明住宅物業的買方。)
<p>†□ 付款計劃 GS</p>	<p>180 天備用二按 S 付款計劃</p> <p><u>支付條款</u></p> <ul style="list-style-type: none"> • 相等於樓價 5%之臨時訂金於投標書獲賣方接納當日(即接納書的日期)繳付 • 相等於樓價 5%之加付訂金於接納書的日期後 60 天內繳付。 • 買方須於接納書的日期後 180 天內繳付樓價 90%作為樓價餘款。 <p><u>贈品、財務優惠或利益</u></p> <ul style="list-style-type: none"> • 第二按揭貸款 (只適用於自然人買方；不適用於公司、機構或其他非個人買方。) • 從價印花稅優惠 • 認購住宅停車位的權利 (此項優惠只適用於購買指明住宅物業的買方。)

第 5 節 – 相關投標書 (如有)

本人／我們確認，在以下列表列出名稱之本人／我們及／或本人／我們之相關人士已遞交以下個別的要約表格(「**相關投標書**」)：

相關投標書編號	投票者／相關人士之名稱	身份證／護照／商業登記證號碼	座	樓層	單位
1.					
2.					

(†請剔其中一個方格)

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

†☐ 本人／我們提交本投標的前提為除非賣方亦同時接受以下之相關投標書，否則賣方不得接受本投標。本人／我們亦確認、同意及接受賣方決定之投標結果為最終的，而本人／我們將不會就此提出任何申索或反對：

(^請剔其中一個或多個方格)

- ^☐ 本投標及相關投標書 1 號；或
 ^☐ 本投標及相關投標書 2 號；或
 ^☐ 本投標及相關投標書 1 號及相關投標書 2 號。

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、承諾或陳述，無論在任何情況下賣方均無須就中介人所作出的任何協議、承諾或陳述向買方、中介人或任何其他人士負責。買方與中介人之任何糾紛一概與賣方無關。該物業之買賣交易嚴格依據招標文件進行。

第7節– 與賣方關係的聲明(請剔適用者)

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

(如有以下情況，某人即屬賣方的「有關連人士」：

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

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8節– 遞交清單

以下文件連同本招標文件遞交(詳情見招標公告第 2.8 段)：

1. ☐ 招標文件及要約表格已填妥及簽署
2. ☐ 銀行本票及/或支票
3. ☐ 投標者的身份證明文件
4. ☐ 中介人的牌照(如適用)
5. ☐ 相關人士關係的證明文件(如適用)
6. 由投標者填妥並簽署的附件的文件：
 - (1) ☐ 投標物業的量度尺寸(未有填上日期)
 - (2) ☐ 個人資料收集聲明(未有填上日期)
 - (3) ☐ 對買方的警告(未有填上日期)
 - (4) ☐ 關於印花稅的確認書(未有填上日期)
 - (5) ☐ 關於吊船操作的確認書 (未有填上日期)
 - (6) ☐ 關於開放式廚房的確認書(未有填上日期)
 - (7) ☐ 關於噪音緩解措施的確認書(未有填上日期)
 - (8) ☐ 關於位於花園的地方的確認書 (未有填上日期)
 - (9) ☐ 從價印花稅優惠確認書(未有填上日期)
 - (10) ☐ 關於參觀物業的確認信(未有填上日期)
 - (11) ☐ 賣方資料表格(未有填上日期)

第9節 – 關於公司投標者的聲明(不適用於個人投標者)

我們聲明並同意如下：

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

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

第10節 – 投標者及見證人的簽署

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

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

投標者簽署：

X

見證人簽署：

X

獲授權人士的名稱(如投標者為公司)：

見證人名稱：

日期：

[第3部份：要約表格完]
[招標文件完]

附件 Annex

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

(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.)

1. 招標物業的量度尺寸 #
Measurements of the Tendered Property #
2. 個人資料收集聲明 #
Personal Information Collection Statement #
3. 對買方的警告 #
Warning to Purchasers #
4. 關於印花稅的確認書 #
Acknowledgement Letter Regarding Stamp Duty #
5. 關於吊船操作的確認書 #
Acknowledgement Letter Regarding Operation of Gondola #
6. 關於開放式廚房的確認書 #
Acknowledgement Letter Regarding Open Kitchen #
7. 關於噪音緩解措施的確認書 #
Acknowledgement Letter Regarding Noise Mitigating Measures #
8. 關於位於花園的地方的確認書 #
Acknowledgement Letter Regarding Areas in Garden(s) #
9. 從價印花稅優惠確認書 #
Confirmation regarding AVD Benefit #
10. 關於參觀物業的確認信 #
Acknowledgement Letter Regarding Viewing of Property #
11. 賣方資料表格 #
Vendor's Information Form #
12. 贈品、財務優惠或利益的列表
List of gifts, financial advantage or benefits
13. 律師收費表
Legal fees
14. 嚴禁清洗黑錢宣傳單張
"Keep Money Laundering Away from Hong Kong" Leaflet

Measurements of the Tendered Property
投標物業的量度尺寸

Vendor 賣方	EASE TREASURE INVESTMENT LIMITED 騰寶投資有限公司		
Address 地址	ONTOLO, 7 Fo Yin Road, Pak Shek Kok, Tai Po, New Territories, Hong Kong 香港新界大埔白石角科研路 7 號朗濤		
Property 本物業	Tower 座	Floor 樓層	Flat 單位
Purchaser(s) 買方			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

The measurements of the Property are as follows—
本物業的量度尺寸如下—

- | | | |
|--|--|---|
| (a) 本物業的實用面積為
the saleable area of the Property is | _____ square metres/
_____ square metres/
_____ square metres/
_____ square metres/ | _____ square feet of which;
_____ square feet is the floor area of the balcony;
_____ square feet is the floor area of the utility platform;
and |
| (b) 其他量度尺寸為—
other measurements are— | | |
| *空調機房的面積為
the area of the air-conditioning plant room | _____ square metres/ | _____ square feet; |
| *窗台的面積為
the area of the bay window is | _____ square metres/ | _____ square feet; |
| *閣樓的面積為
the area of the cockloft is | _____ square metres/ | _____ square feet; |
| *平台的面積為
the area of the flat roof is | _____ square metres/ | _____ square feet; |
| *花園的面積為
the area of the garden is | _____ square metres/ | _____ square feet; |
| *停車位的面積為
the area of the parking space is | _____ square metres/ | _____ square feet; |
| *天台的面積為
the area of the roof is | _____ square metres/ | _____ square feet; |
| *梯屋的面積為
the area of the stairhood is | _____ square metres/ | _____ square feet; |
| *前庭的面積為
the area of the terrace is | _____ square metres/ | _____ square feet; |
| *庭院的面積為
the area of the yard is | _____ square metres/ | _____ square feet. |

I/We understand this Measurements of the Tendered Property forms part of the Preliminary Agreement. I/We hereby irrevocably authorize the Vendor and its representatives to correct any mistake/error/typo found in this Measurements of the Tendered Property.

本人／我們明白本投標物業的量度尺寸構成臨時合約的一部份。本人／我們現不可撤回地授權賣方及其代表修正任何本投標物業的量度尺寸發現之錯失／錯誤／錯字。

Signed by the Purchaser(s) 買方簽署

Ease Treasure Investment Limited
騰寶投資有限公司
Personal Information Collection Statement
個人資料收集聲明

Collection of your personal information

收集閣下的個人資料

From time to time, it is necessary for you to supply Ease Treasure Investment Limited ("we", "us" or "our") or our agent(s) 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.

騰寶投資有限公司(「本公司」或「我們」)為提供服務及產品(包括處理閣下的物業交易)，需要閣下不時向我們或我們的代理人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。

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".

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

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 (the "Ordinance").

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。

Purposes for which Your Information may be used

閣下資料可能被用作的用途

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

我們可能不時使用閣下資料作下列一個或多個用途：

- (i) handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
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) 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;
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) 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;
向閣下尋求按揭、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) enabling our associated corporation's engaged mortgage coordinator to provide its credit assessment advisory services to our associated corporation as first mortgagee or second mortgagee; and to distribute mortgage applications to relevant potential mortgagees and to provide support in dealing with relevant potential mortgagees in respect of such mortgage applications, priority deeds and referral arrangement;
致使我們的聯繫法團所聘任的按揭協調公司能夠向我們的聯繫法團(作為第一按揭人或第二按揭人)提供信貸評核服務及向有關潛在承按人提供按揭申請，以及就有關按揭申請、優先權契約及轉介安排，提供有關的支援，以處理有關潛在承按人的要求；
- (v) handling your applications or requests for services, products, memberships or benefits;
處理閣下就服務、產品、會籍或利益的申請或要求；
- (vi) facilitating property management and security;
促進物業管理及保安
- (vii) marketing services, properties, property developments, products and other subjects (please see further details in "Use of Your Information in direct marketing" section below);
促銷服務、物業、物業發展項目、產品及其他標的(詳情請參閱以下「在直接促銷中使用閣下資料」部分)；
- (viii) conducting statistical research and analysis (the outcome of which will not reveal your identity);
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) communicating with you;
與閣下溝通；
- (x) investigating and handling complaints;
調查及處理投訴；
- (xi) conducting surveys (which are wholly on voluntary basis) on the quality of services, properties, loans, property developments or products provided by Ease Treasure Investment Limited or any of its associated corporation(s);
就騰寶投資有限公司或其任何或其任何有聯繫發團提供的服務、物業、貸款、物業發展項目或產品的質量進行調查(完全是自願性質參與)
- (xii) preventing or detecting illegal or suspicious activities; and
預防或偵測非法或可疑活動；及
- (xiii) making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.
在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。

Transfer of Your Information

轉移閣下資料

To facilitate the purposes set out above, we may disclose or transfer Your Information to the following parties (whether within or outside

Annex 2

附件 2

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:

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

- (i) any associate corporation(s) of Ease Treasure Investment Limited;
騰寶投資有限公司的任何有聯繫法團；
- (ii) any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;
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) any agent, contractor or third party service provider who provides administrative, telecommunications, computer or other services to or support the operation of our business;
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；
- (xiv) our associated corporation's engaged mortgage coordinator;
我們的聯繫法團所聘任的按揭協調公司；
- (iv) any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers;
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) any person involved in your property transaction; and
閣下物業交易涉及的任何人士；及
- (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.
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。

Use of Your Information in direct marketing

在直接促銷中使用閣下資料

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.

(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。

In connection with direct marketing, we intend:

就直接促銷，我們有意：

- (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;
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) to market the following classes of services and products to you:
向閣下促銷以下類別的服務及產品：
 - (1) properties or property developments offered by Ease Treasure Investment Limited or any of its associated corporation(s);
騰寶投資有限公司的任何有聯繫法團提供的物業或物業發展項目；
 - (2) services and products offered by Ease Treasure Investment Limited or any of its associated corporation(s) (including property agency services, credit facilities, its engaged mortgage coordinator's services);
騰寶投資有限公司的任何有聯繫法團提供的服務及產品(包括地產代理服務信貸融資、財務服務及其聘任的按揭協調公司所提供的服務)；
 - (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by Ease Treasure Investment Limited or any of its associated corporation(s); and
騰寶投資有限公司的任何有聯繫法團提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及
 - (4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;
為慈善或非牟利用途的捐款或捐贈，或企業社會責任節目或活動；
- (c) in return for money or other property, to provide Your Information described in (a) above to other associated corporation(s) of Ease Treasure Investment Limited for their use in direct marketing the classes of services and products described in (b) above.
為換取金錢或其他財產，將以上(a)段所述的閣下資料提供予騰寶投資有限公司的任何有聯繫法團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。

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

如閣下不欲我們如上述在直接促銷中使用閣下資料或向其他人士提供閣下資料以供其在直接促銷中使用，煩請在本聲明末端適當

的方格內加上剔號(“✓”)行使閣下選擇不接受直接促銷的權利。閣下亦可在任何時候致函以下「查閱及改正閣下資料」部分所列地址選擇不接受直接促銷。

Access to, and correction of, Your Information
查閱及改正閣下資料

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 Ease Treasure Investment Limited, 33rd Floor Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong.

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騰寶投資有限公司提出，其地址為香港灣仔港灣道23號鷹君中心33樓。

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.

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。

I have read and I understand this Personal Information Collection Statement, including the information about the use and transfer of my personal data for direct marketing. I understand that I have the right to opt out from such use or transfer by ticking (✓) the box(es) below. If I do not tick the relevant box, Ease Treasure Investment 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

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(“✓”)，騰寶投資有限公司可在直接促銷中使用本人的個人資料或將本人的個人資料提供予其他人士以供其在直接促銷中使用(視情況而定)，有關詳情請參閱以上「在直接促銷中使用閣下資料」部分。

- ☐ Please do NOT send direct marketing information to me.
請不要向本人發送直接促銷資訊。
- ☐ Please do NOT provide my personal data to other persons for their use in direct marketing.
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。

Signed by the Purchaser(s)

買方簽署

Name 姓名: _____

Date 日期: _____

WARNING TO PURCHASERS
PLEASE READ CAREFULLY

對買方的警告
買方請小心閱讀

Vendor 賣方	EASE TREASURE INVESTMENT LIMITED 騰寶投資有限公司			
Address 地址	ONTOLO, 7 Fo Yin Road, Pak Shek Kok, Tai Po, New Territories, Hong Kong 香港新界大埔白石角科研路 7 號朗濤			
Property 本物業		Tower 座	Floor 樓層	Flat 單位
	1.			
	2.			
Purchaser(s) 買方				
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

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

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

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

Signed by the Purchaser(s) 買方簽署

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

Vendor 賣方	EASE TREASURE INVESTMENT LIMITED 騰寶投資有限公司		
Address 地址	ONTOLO, 7 Fo Yin Road, Pak Shek Kok, Tai Po, New Territories, Hong Kong 香港新界大埔白石角科研路 7 號朗濤		
Property 本物業		Tower 座	Floor 樓層
	1.		
	2.		
Purchaser(s) 買方			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

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

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

Ad Valorem Stamp Duty under the Stamp Duty (Amendment) Ordinance 2018
《2018 年印花稅（修訂）條例》之從價印花稅稅率

- The Stamp Duty (Amendment) Ordinance 2018 was gazetted on 19 January 2018 with retrospective effect from 5 November 2016. Any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to new ad valorem stamp duty ("**AVD**") at a flat rate of 15% ("**New Rate**"). AVD at New Rate is applicable to any residential property (except that acquired by a Hong Kong permanent resident ("**HKPR**") who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition) acquired either by an individual or a company.
《2018 印花稅(修訂)條例》已於 2018 年 1 月 19 日刊憲，法例具有追溯效力至 2016 年 11 月 5 日。任何在 2016 年 11 月 5 日或以後簽立以買賣或轉讓住宅物業的文書，除獲豁免或另有規定外，均須繳付以劃一 15% 新稅率(「**新稅率**」)計算的從價印花稅。任何以個人或公司名義取得的住宅物業(除非該住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業)，均須繳付以新稅率計算的從價印花稅。

Tightening Up of Exemption Arrangement
收緊豁免安排

- The Stamp Duty (Amendment) (No.2) Ordinance 2018 was gazetted on 20 April 2018 with retrospective effect from 12 April 2017. Unless specifically exempted or otherwise provided by law, any instrument executed on or after 12 April 2017 for the sale and purchase or transfer of residential property, if covering more than one residential property, will be subject to AVD at New Rate even though those residential properties are acquired by a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition.
《2018 印花稅(修訂)(第 2 號)條例》已於 2018 年 4 月 20 日刊憲，法例具有追溯效力至 2017 年 4 月 12 日。除獲特定豁免或另有法律規定外，任何在 2017 年 4 月 12 日或以後簽立以買賣或轉讓住宅物業的文書，若該文書包含多於一個住宅物業，則即使該等住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業，仍須按新稅率繳付從價印花稅。
- There is no change to the circumstances under which AVD at Scale 2 rates is applicable or AVD is exempt.
可按第 2 標準稅率繳納「從價印花稅」或可獲豁免「從價印花稅」的情況沒有改變。
- For details of the applicable exemptions to AVD at New Rate, please browse the Inland Revenue Department website (www.ird.gov.hk).
有關以新稅率計算的「從價印花稅」適用的豁免，詳情請瀏覽稅務局網頁 (www.ird.gov.hk)。

Procedures to be followed by the Purchaser
買方須遵守的程序

- If the Purchaser claims that the AVD at Scale 2 rates shall apply and/or buyer's stamp duty ("**BSD**") shall be exempted:-
如買方聲稱應適用以第 2 標準稅率計算的從價印花稅及/或應豁免買家印花稅：
 - The Purchaser or each of the Purchaser (as the case may be) shall make a statutory declaration (the "**Statutory Declaration**") (in the prescribed form) accompanied with a copy of your Hong Kong Identity Card(s).
買方或每名買方(視適用情況而定)須作出法定聲明(依照訂表格)及附上閣下的香港身分證副本。
 - The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors :-

買方承諾向賣方律師交付並促使其律師向賣方律師交付：

- (i) within 17 days from the date of the Agreement for Sale and Purchase, a certified true copy of the Statutory Declaration together with a duly completed Form IRSD 118 and other supporting documents which the Stamp Office may from time to time require; and
在買賣合約訂立之日起 17 天內，「法定聲明」的認證副本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他證明文件；及
- (ii) within 1 month from the date of the Agreement for Sale and Purchase, a certified true copy of the Agreement for Sale and Purchase duly stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.
在買賣合約訂立之日起 1 個月內，一份已加蓋應付印花稅之買賣合約的認證副本，或印花證明書的認證副本，以證明已完全繳付買賣合約之印花稅。

6. If the present transaction is subject to payment of the AVD at New Rate, the AVD at New Rate will be payable within 30 days after execution of the relevant Agreement for Sale and Purchase.

如本項交易須繳付以新稅率計算的從價印花稅，以新稅率計算的從價印花稅須在有關買賣合約簽立日期後 30 天內繳交。

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。
8. I/We understand that I/we shall be solely responsible for ascertaining whether I/we am/are HKPR, subject to the BSD and subject to the AVD at New Rate.
本人／我們明白，本人／我們有責任確定本人／我們是否香港永久性居民、是否需要繳付「買家印花稅」及是否需要繳付以新稅率計算的「從價印花稅」。
9. I/We acknowledge and agree that I/we shall pay all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by me/us or any third party (if applicable) if I/we claim exemption from BSD or AVD at New Rate, as the case may be.
本人／我們知悉及同意，若本人／我們有意申請豁免「買家印花稅」或豁免以新稅率計算「從價印花稅」(視情況而定)，本人／我們須支付所有就該申請而必需由本人／我們或第三方(如適用)作出的「法定聲明」所涉及的法律費用及開銷。
10. I/We acknowledge that this document does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt. Whether the AVD at Scale 2 rates will be applicable to me/us and/or whether I/we shall be exempted for BSD is subject to the decision of the Collector of Stamp Revenue.
本文件不構成你們給予本人／我們任何意見或陳述。本人／我們明白如有疑問，本人／我們應徵詢專業人士之意見。印花稅署署長對於以第 2 標準稅率計算的「從價印花稅」是否適用於本人／我們及／或本人／我們是否可獲豁免「買家印花稅」有決定權。
11. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.
本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。
12. The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.
本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signed by the Purchaser(s) 買方簽署

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

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

Vendor 賣方	EASE TREASURE INVESTMENT LIMITED 騰寶投資有限公司		
Address 地址	ONTOLO, 7 Fo Yin Road, Pak Shek Kok, Tai Po, New Territories, Hong Kong 香港新界大埔白石角科研路 7 號朗濤		
Property 本物業		Tower 座	Floor 樓層
	1.		
	2.		
Purchaser(s) 買方			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

1. 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) Under the approved form of Deed of Mutual Covenant and Management Agreement (the “DMC”) in respect of ONTOLO (the “Development”):-
按照所批核之朗濤(「發展項目」)的公契及管理合約草稿(「公契」)規定：

(i) In respect of any garden, roof or flat roof forming part of a Residential Unit (as defined under the DMC), the Manager (as defined under the DMC) shall have the right at all times upon prior reasonable notice (except in the case of emergency) to extend, maintain, operate, move and have access to, over and/or into or partly into the portion of airspace above the garden, roof, flat roof or the parapet walls of the roof or flat roof as may be determined by the Manager, a tracked telescopic jib gondola and/or any jib [which includes a mobile crane jib], davit arm, other equipment or device of management (collectively referred to in the DMC as the “gondola” which expression shall include all jibs, brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities (as defined under the DMC) Provided that the exercise of this right shall not impede or restrict the access of an Owner (as defined under the DMC) to and from any part of such Owner's Residential Unit; the use and enjoyment by the Owner of the Residential Unit shall not be affected or prejudiced thereby; and the Manager shall forthwith make good any damage caused thereby at its own costs and expenses and shall be liable for negligent, willful or criminal acts of the Manager, its employees, staff, agents, contractors or workmen.

就構成住宅單位（如公契中所定義）部分之任何花園，天台或平台，管理人（如公契中所定義）有權在任何時候在事先給予合理通知（緊急情況除外）的情況下，延伸、維持、運作、移動軌導式旋轉吊臂吊船及/或任何吊臂[包括移動式起重機吊臂]、吊艇架吊臂、其他設備或管理裝置(在公契中統稱「吊船」，當中包括所有吊臂、托架、鉸鏈、柱或其他相關器材)及有權進入天台及/或平台及/或花園及天台及/或平台的矮牆的上空或部份上空，以進行檢修、清潔、加強、保養、維修、翻新、裝飾、改善及/或替換發展項目的任何部分外牆，及暫時性地停留在該上空一段必要時間作檢查、重建、維修、翻新、保養、清潔、塗漆或裝飾所有或任何公用地方及設施（如公契中所定義），惟行使該權利時不可妨礙或限制業主進出該業主（如公契中所定義）住宅單位的任何部分；業主享用其住宅單位應不受影響或受損，及管理人須立即承擔彌補因行使上述權力而造成的損害並自行負責管理人，其雇員，員工，代理商，承包商或工人的疏忽，故意或犯罪行為。

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

業主不得作出或容許其租戶、佔用人、被許可人在屬於其住宅單位的花園、天台及/或平台及/或天台或平台的矮牆上作出任何行為、行動、事情、事項、或放置任何物品以干擾、影響或可能干擾或影響於管理及/或維修發展項目期間任何時候操作吊船。

- (b) My/our enjoyment of the roof(s), flat roof(s), garden(s), balcony(ies) and/or utility platform(s) (if any) and/or the parapet walls of the roof(s), flat roof(s), garden(s), balcony(ies) and/or utility platform(s) (if any) pertaining to the Property may be adversely affected during the operation of the gondola in the course of the management and/or the maintenance of the Development by the Manager.
管理人在管理及/或維修發展項日期間操作吊船時，可能對本人/吾等享用屬於本物業的天台、平台、花園、露台及/或工作平台(如有者)及/或天台、平台、花園、露台及/或工作平台的矮牆(如有者)造成不利影響。

2. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.
本人 / 吾等確認及聲明本人 / 吾等同意購入物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。
3. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.
如本函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Acknowledgement Letter regarding Open Kitchen
關於開放式廚房的確認書

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

Vendor 賣方	EASE TREASURE INVESTMENT LIMITED 騰寶投資有限公司		
Address 地址	ONTOLO, 7 Fo Yin Road, Pak Shek Kok, Tai Po, New Territories, Hong Kong 香港新界大埔白石角科研路 7 號朗濤		
Property 本物業		Tower 座	Floor 樓層
	1.		
	2.		
Purchaser(s) 買方			
Date 日期	(Please leave undated upon tender submission) (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 approved form of Deed of Mutual Covenant and Management Agreement (the “DMC”) in respect of ONTOLO (the “Development”), 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 (44) of Third Schedule and Fourth Schedule to the DMC (extract of the said Clause (44) of Third Schedule and Fourth Schedule 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 my/our captioned Property to observe and comply with the same.
本人/吾等確認本人/吾等明白按照所批核之朗濤(「發展項目」)的公契及管理合約草稿(「公契」)規定，設有開放式廚房之有關單位(「開放式廚房單位」)業主須自費遵守及履行公契附表三第(44)條及附表四所列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，該附表三第(44)條及附表四有關開放式廚房消防安全之摘要已附於本確認函)，本人/吾等並須促使本人/吾等所購買之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。
- 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 approved form of the DMC (which is available at the sales office and on the website of the Development) and seek professional advice for details.
本人 / 吾等確認明白摘要為相關公契條款之概要，僅供參考，一切均以公契為準，另本人/吾等亦確認簽訂上述物業臨時買賣合約前已獲建議細閱所批核之公契草稿(於售樓處及發展項目的互聯網網站有所提供)及尋求專業意見以獲取詳情。
- 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 / 吾等同意購入上述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 version of this letter, the English version shall prevail.
如本函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

**Acknowledgement Letter Regarding
Noise Mitigation Measures
關於噪音緩解措施的確認書**

Vendor 賣方	EASE TREASURE INVESTMENT LIMITED 騰寶投資有限公司			
Address 地址	ONTOLO, 7 Fo Yin Road, Pak Shek Kok, Tai Po, New Territories, Hong Kong 香港新界大埔白石角科研路 7 號朗濤			
Property 本物業		Tower 座	Floor 樓層	Flat 單位
	1.			
	2.			
Purchaser(s) 買方				
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

1. 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) Noise mitigation measures in the form of acoustic fins (which may affect the views outside the individual unit(s)), full height glass walls, architectural features and acoustic balconies (comprising of glass balustrades and sound absorptive material at ceiling) will be provided in or installed at the Development to mitigate the impact of traffic noise from Tolo Highway on the Development. Please refer to the “Floor Plans of Residential Properties in the Development” Section in Sales Brochure of the Development for further details and locations of the acoustic fins and/or the acoustic balconies.
發展項目已提供或安裝或將會提供或安裝以隔聲鰭（隔聲鰭或會對個別單位對外之景觀造成影響），全高玻璃牆，建築裝飾及隔音露台（包括玻璃圍欄及天花吸音物料）形式之噪音緩解措施以緩解發展項目吐露港公路路面交通所造成之噪音。請參閱本物業的售樓說明書之「發展項目的住宅物業的樓面平面圖」以了解隔聲鰭及/或隔音露台之詳情及位置。
 - (b) No owner of residential properties shall make or permit or suffer to be made any alteration or conversion or modification of the acoustic fins and/or the full height glass walls and/or the architectural features and/or acoustic balconies or other installation(s) without the prior written consent of the Building Authority and other relevant Government authorities.
若沒有建築事務監督及其他政府有關當局的事先書面同意，住宅物業的業主不可作出或允許或忍受他人作出對隔聲鰭及/或全高玻璃牆及/或建築裝飾及/或隔音露台的任何改動或變更或修改。
2. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.
本人/吾等確認及聲明本人/吾等同意購入物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。
3. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.
如本函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Acknowledgement Letter Regarding Areas in Garden(s)
關於位於花園的地方的確認書

Vendor 賣方	EASE TREASURE INVESTMENT LIMITED 騰寶投資有限公司			
Address 地址	ONTOLO, 7 Fo Yin Road, Pak Shek Kok, Tai Po, New Territories, Hong Kong 香港新界大埔白石角科研路 7 號朗濤			
Property 本物業		Tower 座	Floor 樓層	Flat 單位
	1.			
	2.			
Purchaser(s) 買方				
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

1. 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) The Property may include area(a) in the garden(s) and/or the parapet wall(s) of the garden(s) (the "Area(s)") which is/are adjacent to a pipe duct in the Unit and which forms part of the common areas of the Development. For illustrative purpose the Area(s) is shown and cross-hatched black in the "Floor Plans of Residential Properties In the Development" section of the sales brochure for the Development. 該物業可能包括構成發展項目之共用空間之在管道旁之花園及/或花園的矮牆的地方(「該地方」)。為以說明位置，該地方在發展項目的售樓說明書之“發展項目的住宅物業的樓面平面圖”部分中以交叉陰影的白色顯示。
 - (b) I/We shall allow the Manager and the registered contractor(s) to enter with or without equipment and materials at all reasonable times on reasonable written notice (except in an emergency where no notice is required) the Property and the Area(s) to carry out testing, maintenance, reinstatement, rectification, inspection works of the pipe duct.
本人／吾等會容許管理人及註冊承辦商在事先給予合理書面通知（如遇緊急情況則無須通知）後，帶或不帶同設備及物料下於所有合理時間進入該物業及該地方，藉以對管道進行測試、保養、復原、修正、檢查工作。
 - (c) My/our enjoyment of the garden(s) and/or the parapet wall(s) of the garden(s) pertaining to the Property may be adversely affected during the said entrance by the Manager and the registered contractor(s).
管理人的上述進入，可能對本人/吾等享用屬於本物業的花園及/或花園的矮牆造成不利影響。
2. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.
本人 / 吾等確認及聲明本人 / 吾等同意購入物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。
3. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.
如本函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Confirmation regarding AVD Benefit
從價印花稅優惠確認書

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

Vendor 賣方	EASE TREASURE INVESTMENT LIMITED 騰寶投資有限公司			
Address 地址	ONTOLO, 7 Fo Yin Road, Pak Shek Kok, Tai Po, New Territories, Hong Kong 香港新界大埔白石角科研路 7 號朗濤			
Property 本物業		Tower 座	Floor 樓層	Flat 單位
	1.			
	2.			
Purchaser(s) 買方				
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

The terms and conditions in this Confirmation are related to the Property.

於此確認書的條款及條件有關本物業。

1. It is hereby confirmed that all stamp duty, including ad valorem stamp duty, buyer's stamp duty and special stamp duty, payable or incurred on the Preliminary Agreement and/or the Agreement for Sale and Purchase ("**Agreement**") of the Property (collectively referred as the "**Chargeable Agreement(s)**") shall be paid by the Purchaser.

茲確認本物業之臨時合約及/或正式買賣合約("**正式合約**") (統稱 "**應稅協議**") 之應付或所招致的所有印花稅，包括從價印花稅、買家印花稅及特別印花稅由買方支付。

2. (a) ☐ However, the Vendor will provide the Purchaser with ad valorem stamp duty benefit in the amount equivalent to the amount of the ad valorem stamp duty actually payable by the Purchaser in connection with the purchase of the Property subject to a cap of 3.75% of the purchase price of the Property and in accordance with the terms and conditions in this Confirmation.

然而，受制於本確認書的條款及條件，賣方將向買方提供從價印花稅優惠("**從價印花稅優惠**")，金額相等於購買該物業實際應付的從價印花稅，上限為該物業的樓價的 3.75%，用作支付應稅協議的從價印花稅。

- (b) ☐ However, the Vendor will provide the Purchaser with ad valorem stamp duty benefit in the amount equivalent to the amount of the ad valorem stamp duty actually payable by the Purchaser in connection with the purchase of the Property subject to a cap of 15% of the purchase price of the Property and in accordance with the terms and conditions in this Confirmation.

然而，受制於本確認書的條款及條件，賣方將向買方提供從價印花稅優惠("**從價印花稅優惠**")，金額相等於購買該物業實際應付的從價印花稅，上限為該住宅物業的樓價的 15%，用作支付應稅協議的從價印花稅。

(options (a) and (b) above referred as the "**AVD Benefit**")

(上述選項(a)及(b)為 "**從價印花稅優惠**")

- (c) ☐ The Purchaser does not require the AVD Benefit.

買方不需要從價印花稅優惠。

(Please tick the appropriate box for the benefit(s) to be chosen; and if no benefit is chosen, please leave blank the boxes under paragraphs (a) and (b) above and tick the box under paragraph (c) above.)

(請於所選擇的優惠相關方格填上剔號；如不選擇任何從價印花稅優惠，請將上述第(a)及(b)段的方格留空並於上述第(c)段方格填上剔號。)

3. For the avoidance of doubt, after the Vendor has paid the ad valorem stamp duty (subject to the relevant cap) for the Purchaser, the Vendor's obligation to the Purchaser under the AVD Benefit (maximum of (where applicable) 3.75% or 15% of the purchase price of the Property) 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), the Vendor is no longer required to pay any additional ad valorem stamp duty for the Purchaser.

為免疑慮，賣方在代買方繳付從價印花後，賣方對買方關於從價印花稅優惠 (上限為樓價的(如適用)3.75% 或 15%) 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)，賣方亦無須向買方代繳任何進一步的印花稅。

4. The AVD Benefit will be provided to the Purchaser subject to the observance and compliance with the terms and conditions set out in this Confirmation and the Chargeable Agreement(s) by the Purchaser. In the event that the Purchaser fails to observe or comply with any of the terms or conditions in this Confirmation and/or the Chargeable Agreement(s), the Vendor shall be entitled to withdraw and/or ask for refund of the AVD Benefit or any part thereof without prejudice to the rights and remedies of the Vendor under the Chargeable Agreement(s) or otherwise.

在買方完全遵守及符合於本確認書及應稅協議所列的條款及條件的前提下，從價印花稅優惠將提供予閣下。若買方未能遵守或符合本確認書及/或應稅協議內任何條款或條件，賣方有權撤銷及/或要求退還從價印花稅優惠(或其任何部分)，且並不損害賣方於應稅協議或其他權利及補償。

5. Should the Vendor be required to pay any stamp duty or penalty, the Purchaser shall reimburse and indemnify the Vendor for the full amount of any payment or advance made by the Vendor together with interest thereon at the rate of 4% per annum over and above the Hong Kong Dollar prime rate quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time, calculated from the date of payment or advance by the Vendor to the date of payment or repayment or reimbursement by the Purchaser of such amount, and together with all legal costs, disbursements and fees incurred by the Vendor in recovering of all amounts of the stamp duty and/or penalty so paid by the Vendor on a full indemnity basis.

倘若賣方被要求繳付任何印花稅或罰款，買方須向賣方全數償還及彌償所有賣方所代支或支付之任何金額連同按香港上海匯豐銀行有限公司不時報價的港元最優惠利率加年利 4% 計算之利息，利息計算由代支或支付日期起計，直至買方償還為止，買方並須完全彌償賣方由於催收所有印花稅及/或罰款而招致的所有法律費用、雜項費用及支出。

6. The Vendor hereby expressly reserves its rights to claim against the Purchaser for any damages and apply for refund of the paid ad valorem stamp duty (collectively, “**Refund**”) from the Inland Revenue Department if the Purchaser fails to complete the sale and purchase of the Property. In the event that the paid ad valorem stamp duty (or any part thereof) cease to be payable because of the cancellation or termination of the Chargeable Agreement(s) or for whatever reason, the Purchaser 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. The Purchaser hereby agrees that, irrespective of whether or not there is already any cancellation or termination of the Chargeable Agreement(s), the Purchaser shall, upon the request of Vendor, sign any relevant forms and documents for the purpose of enabling the Vendor to claim 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. Without prejudice to the generality of the foregoing, the Purchaser shall, at the time of signing the Agreement, also execute an irrevocable power of attorney in favour of the Vendor enabling the Vendor to apply for the Refund (in such form as prescribed by the Vendor without amendment) and submit to the Vendor's solicitors a signed but undated Application For Refund of Stamp Duty Under Section 29C(5B) of the Stamp Duty Ordinance (Cap. 117) (Form IRSD 125(E)). Nothing herein or in any documents as aforesaid shall prejudice the Vendor's other rights and remedies for any breach of the Chargeable Agreement(s) by the Purchaser.

假如買方不能完成本物業的交易，賣方保留向買方追討索償及向稅務局申請退回已繳付的從價印花稅(統稱“**退款**”)之權利。若因應稅協議被取消或終止或任何原因而不再需要繳付已付之從價印花稅(或其任何部份)，買方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。買方特此同意，不論當時應稅協議是否已經被取消或終止，買方須因應賣方的要求簽署任何以容許賣方申請退款的任何表格及文件及/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。在不影響前述的一般性原則下，買方在簽署正式合約時，亦須簽署一份向賣方授權的不可撤銷授權書(按賣方規定的格式而不得作出修訂)，以便賣方申請退款，並且向賣方律師行遞交一份已簽署但無註明日期的印花稅條例(第 117 章)第 29C(5B)條之下的印花稅退款申請書(表格 IRSD 125(E))。此段內容及所有前述文件的任何規定均不影響賣方就買方違反應稅協議的其他權利及補償。

7. Nothing herein shall entitle the Purchaser to make any deduction of the AVD Benefit from the purchase price (or any part thereof) which the Purchaser is required to pay to the Vendor pursuant to the terms of the Chargeable Agreement(s).

於此確認書的任何規定均不賦權買方以從價印花稅優惠對售價(或其任何部分)作任何扣減，買方須按照應稅協議的條款向賣方支付售價。

8. 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 AVD Benefit (or any part thereof) for whatever reason.
於任何情況下，無論因任何延遲或逾期繳付/發放從價印花稅優惠（或其任何部分）或因任何原因印花稅未有如期繳付，賣方均無須就任何罰款或損失負責。
9. The rights or benefits conferred on the Purchaser hereunder are personal to the Purchaser and the Purchaser shall have no right to assign or otherwise transfer the same to any other person.
於此確認書授予買方的權利或利益僅對買方有效，且買方無權向任何其他人士出讓或以任何方式轉讓任何該等權利或利益。
10. The terms and conditions herein are independent of the Chargeable Agreement(s) and nothing herein shall be deemed to supersede or vary any terms and/or conditions of the Chargeable Agreement(s). All the rights and remedies of the Vendor under the Chargeable Agreement(s) shall not be affected by these terms and conditions. The terms and conditions herein constitute an agreement between the parties hereto independent from the Purchaser's purchase of the Property and the Chargeable Agreement(s) 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 Chargeable Agreement(s), or the rights, duties or obligations of the parties to the Chargeable Agreement(s). For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, the Purchaser shall remain liable to be bound to observe and perform all the terms and conditions in the Chargeable Agreement(s) and to complete the purchase of the Property in accordance with the provisions of the Chargeable Agreement(s). 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 the Purchaser 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.
於此確認書的條款及條件獨立於應稅協議，其任何內容均不得視作取替或更改應稅協議的任何條款及/或條件。賣方所有應稅協議下之權利及補償均不受該確認書的條件及條款影響。於此確認書的條款及條件構成於此所載之各方之間訂立的協議，且獨立於買方購買本物業及應稅協議，於此確認書的任何內容或任何一方如未能遵守或履行其於此確認書之任何責任，則應稅協議的運作、有效性或可強制執行性或應稅協議之下各方的權利、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此確認書之責任，買方仍須遵守及履行應稅協議的所有條款及條件及按應稅協議的條款完成購買本物業。於此確認書的條款及條件不排除或豁免買方在未能完成買賣時需負之責任。買方所有按或就此確認書條款及條件提出的或與此確認書條款及條件有關連的申索，只限於為了取得損害賠償的申索。
11. In case of any dispute in relation to any terms and conditions of this confirmation, the Vendor shall have the right of final decision.
與此確認書任何條款有關的任何爭議，概由賣方享有最終決定權。
12. The Chinese translation of this Confirmation 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，如與英文本有異，概以英文本為準。

Signed by the Purchaser(s) 買方簽署

Acknowledgement Letter Regarding Viewing of Property
關於參觀物業的確認信

Vendor 賣方	EASE TREASURE INVESTMENT LIMITED 騰寶投資有限公司		
Address 地址	ONTOLO, 7 Fo Yin Road, Pak Shek Kok, Tai Po, New Territories, Hong Kong 香港新界大埔白石角科研路 7 號朗濤		
Property 本物業		Tower 座	Floor 樓層
	1.		
	2.		
Purchaser(s) 買方			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

I/We, the undersigned, hereby acknowledge and confirm my/our understanding and acceptance prior to my/our signing of this Preliminary Agreement that :-

本人／吾等，下方簽署人，特此確認，本人／吾等在簽署本臨時合約前明白和接納：

1. ☐ The Vendor made arrangements for me/us to view the Property and I/we viewed the Property at the following date and time :-

賣方已安排本人／吾等參觀該物業，而本人／吾等已於下列日期和時間參觀該物業:-

Date 日期 _____

- ☐ I/we hereby confirm that since it is not reasonably practicable for the Property to be viewed by me/us, the Vendor has made the comparable residential property stated below available for viewing by me/us and I/we viewed the Property at the following date and time prior to my/our signing of this Preliminary Agreement of the Property :-

本人／吾等現確認由於開放該物業予本人／吾等已於下列日期和時間參觀並非合理地切實可行，於簽署該物業之本臨時合約之前，賣方已開放下述與該物業相約的住宅物業供本人／吾等於下列日期和時間參觀:-

The comparable residential property(ies)

與該物業相若的住宅物業 _____

Date 日期 _____

- ☐ I/we considered that it is not reasonably practicable for the Property to be viewed by me/us. We chose not to view the Property. It is also not reasonably practicable for any such comparable residential property(ies) of the Property to be viewed by me/us and I/we agree that the Vendor is not required to make such comparable residential property(ies) of the Property available for viewing by me/us before the Property is sold to me/us.

但本人／吾等認為參觀該物業並非合理地切實可行。本人／吾等選擇不參觀該物業。開放發展項目中與該物業相若的住宅物業供本人／吾等參觀，並非合理地切實可行，本人／吾等同意賣方無須在該物業售予本人／吾等之前開放與該物業相若的住宅物業供本人／吾等參觀。

2. 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 development.

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發展項目中的物業之要求。

3. 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。

Signed by the Purchaser(s) 買方簽署

Vendor's Information Form
賣方資料表格

Vendor 賣方	EASE TREASURE INVESTMENT LIMITED 騰寶投資有限公司			
Address 地址	ONTOLO, 7 Fo Yin Road, Pak Shek Kok, Tai Po, New Territories, Hong Kong 香港新界大埔白石角科研路 7 號朗濤			
Property 本物業		Tower 座	Floor 樓層	Flat 單位
	1.			
	2.			
Purchaser(s) 買方				
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	Tower 座數	Floor 樓層	Flat 單位	Amount (HK\$) 款額(港幣)
	2	7	C	\$4,901
	2	5	C	\$4,901
	2	3	C	\$4,901
b) The amount of the Government rent (if any) that is payable for the Property 須就本物業繳付的地稅 (如有的話) 的款額	3% of the rateable value of the Property 本物業應課差餉租值之 3% [#]			
c) The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	No 沒有			
d) The name of the manager of the Development 發展項目的管理人的姓名或名稱	Keysen Property Management Services Limited 堅信物業管理服務有限公司			
e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development 賣方自政府或管理處接獲的關乎期發展項目的住宅物業的擁有人須分擔的款項的任何通知	No 沒有			
f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知	No 沒有			
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索	No 沒有			

Date of Printing: 27/01/2021

印製日期: 27/01/2021

Signed by the Purchaser(s) 買方簽署

Note 備註:

[#] There has been no apportionment of Government rent for the Property as at the date of printing of this form.
直至本表格印刷之日，尚未有為本物業分攤地租。

贈品、財務優惠或利益的列表

List of gifts, financial advantage or benefits

第 I 部份 Part I

1. 視乎買方其要約表格所選擇的支付辦法，賣方將就購買該物業向買方提供以下該支付辦法相關的贈品、財務優惠或利益。
Depending on the payment plan selected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits of the payment plan will be made available by the Vendor to the Purchaser in connection with the purchase of the Property.
2. 除非本列表另有定義，招標文件中各用語的定義適用於本贈品、財務優惠或利益的列表的用語。
All capitalised items in this list of gifts, financial advantage or benefits, unless otherwise defined, shall have the meanings ascribed to them in the Tender Document.
3. 如臨時合約及正式合約因任何原因終止或取消，則賣方提供贈品、財務優惠及利益的協議將無效。
The Vendor's offer to provide the gifts, financial advantage or benefits shall be withdrawn if the Preliminary Agreement and the Agreement is/are terminated or cancelled for whatever reason.
4. 根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠 (如有) 而有關還款能力之要求包括但不限於供款與入息比率之上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 purchaser(s) 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. 所有就購買該項目中的指明住宅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臨時合約中訂明的一手買方及不可轉讓。賣方有絕對酌情權決定買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。
All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of a specified residential property in the Development are offered to first hand purchaser(s) as specified in the PASP only and shall not be transferable. The Vendor has absolute discretion in deciding whether a purchaser(s) is/are 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(s).
6. 由賣方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。
The maximum loan amount, interest rate and terms of any loan to be offered by the Vendor's designated financing company are for reference only. The actual loan amount, interest rate and terms to be offered to the purchaser(s) 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.
7. 如買方希望更改付款計劃或更改任何已選擇之折扣、贈品、財務優惠或利益而須更新成交記錄冊內的記錄，可於不早於簽署臨時合約後 30 日但不遲於付清樓價餘額之日或(如適用)買賣合約內訂明的發展項目的預計關鍵日期 (以較早者為準) 前 30 日向賣方提出申請，並須承擔有關律師費用及雜費 (如有)。對前述更改之申請及申請條件的批准與否，視乎有關付款計劃、折扣、贈品、財務優惠或利益的有效性和賣方的最終決定。
If the purchaser(s) wish(es) to change the payment plan or change any of the selected discount(s), gift(s), financial advantage(s) or benefit(s) which requires update to the entry(ies) in the Register of Transactions, the purchaser(s) can apply to the Vendor for such change not earlier than 30 days after the date of signing of the PASP but not later than 30 days before the date of settlement of the balance of the purchase price or (if applicable) the estimated material date for the Development as specified in the agreement for sale and purchase (whichever is earlier). The approval or disapproval of the aforesaid application for change and the application conditions are subject to the availability of the relevant payment plan(s), discount(s), gift(s), financial advantage(s) or benefit(s) and the final decision of the Vendor.

第 II 部份
Part II

1. 從價印花稅優惠 AVD Benefit

買方可享有以下其中一項優惠：

(a) 代繳從價印花稅 (上限為樓價 3.75%) 優惠

受限於相關交易文件條款及條件(包括但不限於買方須依照買賣合約訂定的日期付清相關樓款#)，賣方會代買方繳付所購之住宅物業的買賣合約所需繳付的從價印花稅(上限為樓價的 3.75%)。

或

(b) 代繳從價印花稅(上限為樓價 15%)優惠

受限於相關交易文件條款及條件(包括但不限於買方須依照買賣合約訂定的日期付清相關樓款#)，賣方會代買方繳付所購之住宅物業的買賣合約所需繳付的從價印花稅(上限為樓價的 15%)。

為免疑慮，賣方在代買方繳付從價印花稅(受限於相關的上限)後，賣方對買方關於代繳從價印花稅(上限為樓價 3.75%)優惠 / 代繳從價印花稅(上限為樓價 15%)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），賣方亦無須向買方代繳任何進一步的印花稅。

以賣方代表律師實際收到款項日期計算。相關樓款指：從價印花稅應付之前，根據相關買賣合約所指定的日期應付的樓款。

A purchaser(s) who sign(s) the PASP to purchase a residential property listed in this price list shall be entitled to enjoy either one of the benefits set out below (the purchaser(s) must choose either one of the benefits upon signing of the PASP):

(a) “Ad Valorem Stamp Duty (maximum 3.75% of the purchase price)” Benefit

Subject to the terms and conditions of the relevant transaction documents (including without limitation that the purchaser(s) shall settle the relevant payment(s)# according to the respective dates stipulated in the agreement for sale and purchase), the Vendor will pay the Ad Valorem Stamp Duty payable by the purchaser(s) on the agreement for sale and purchase (of the relevant residential property) for the purchaser(s) (subject however to a cap of 3.75% of the purchase price).

OR

(b) “Ad Valorem Stamp Duty (maximum 15% of the purchase price)” Benefit

Subject to the terms and conditions of the relevant transaction documents (including without limitation that the purchaser(s) shall settle the relevant payment(s)# according to the respective dates stipulated in the agreement for sale and purchase), the Vendor will pay the Ad Valorem Stamp Duty payable by the purchaser(s) on the agreement for sale and purchase (of the relevant residential property) for the purchaser(s) (subject however to a cap of 15% of the purchase price).

For the avoidance of doubt, after the Vendor has paid the Ad Valorem Stamp Duty (subject to the relevant cap) for the purchaser(s), the Vendor's obligation to the purchaser(s) under the “Ad Valorem Stamp Duty (maximum 3.75% of the purchase price)” Benefit / the “Ad Valorem Stamp Duty (maximum 15% of the purchase price)” 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), the Vendor is no longer required to pay any additional Ad Valorem Stamp Duty for the purchaser(s).

Subject to the actual date of payment(s) received by Vendor's solicitors. The relevant payment(s) refer(s) to the payment(s) which is / are payable according to the respective date(s) stipulated in the relevant agreement for sale and purchase, before the Ad Valorem Stamp Duty is payable.

2. 靈活第一按揭貸款 Flexible First Mortgage Loan

只適用於使用支付計劃 GB 及 GC 的買方

Only applicable to purchaser(s) using Payment Plan GB and GC

賣方的指定財務機構提供靈活第一按揭貸款之主要條款如下：

The key terms of the Flexible First Mortgage Loan offered by the Vendor's designated financing company are as follows:

(i) 買方必須於買賣合約內訂明的付清樓價餘額之日前最少 60 日書面向指定財務機構申請貸款。

The purchaser(s) shall make a written application to the designated financing company for the Flexible First Mortgage

Annex 12
附件 12

Loan not less than 60 days before the date of settlement of the balance of the purchase price as specified in the agreement for sale and purchase.

- (ii) 靈活第一按揭貸款的最高金額為樓價的 80% (詳見如下)，貸款金額不可超過應繳付之樓價餘額。指定財務機構會因應買方及其擔保人(如適用)的信貸評估，對實際批出予買方的貸款金額作出決定。

The maximum amount of the Flexible First Mortgage Loan shall be 80% of the purchase price (see below for details), provided that the loan amount shall not exceed the balance of the purchase price payable. The designated financing company will decide the loan amount to be granted to the purchaser(s) after considering the result of the credit assessment of the purchaser(s) and his/her/its/their guarantor(s) (if applicable).

- (iii) 樓價為港幣1,800 萬或以下的住宅物業的靈活第一按揭貸款最高金額為樓價的80%；樓價為港幣1,800 萬以上但港幣3,000 萬或以下的住宅物業的靈活第一按揭貸款最高金額為樓價的75%；樓價為港幣3,000 萬以上的住宅物業的靈活第一按揭貸款最高金額為樓價的70%。

The maximum amount of Flexible First Mortgage Loan shall be 80% of the purchase price if the purchase price of the residential property is not more than HK\$18 million. The maximum amount of Flexible First Mortgage Loan shall be 75% of the purchase price if the purchase price of the residential property is over HK\$18 million but not more than HK\$30 million. The maximum amount of Flexible First Mortgage Loan shall be 70% of the purchase price if the purchase price of the residential property is over HK\$30 million.

- (iv) 靈活第一按揭貸款年期最長為 25 年。

The maximum tenor of the Flexible First Mortgage Loan shall be 25 years.

- (v) 靈活第一按揭貸款以住宅物業之第一法定按揭作抵押。

The Flexible First Mortgage Loan shall be secured by a first legal mortgage over the residential property.

- (vi) 靈活第一按揭貸款利率為(以指定財務機構最終批核為準)：

The annual interest rate of the Flexible First Mortgage Loan shall be (subject to the final approval of the designated financing company):

貸款價值比率 Loan to Value Ratio	年期的首24個月 The first 24 months of the tenor	其後 Thereafter
80%	P – 2.375% per annum	P + 2.615% per annum
75%	P – 2.375% per annum	P + 2.375% per annum
70%	P – 2.375% per annum	P + 2.125% per annum

P為指定財務機構不時報價之港元最優惠利率，利率浮動，現為年利率 5.375%。

P shall be the Hong Kong Dollar Best Lending Rate as quoted by the designated financing company from time to time, subject to fluctuation. P currently is 5.375% per annum.

- (vii) 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，對貸款金額及/或利率作出調整。

In accordance with the result of credit check and assessment of the purchaser(s) and his/her/its/their guarantor(s) (if any), the designated financing company will adjust the loan amount and/or the interest rate.

- (viii) 買方須按月分期償還靈活第一按揭貸款。

The purchaser(s) shall repay the Flexible First Mortgage Loan by monthly instalments.

- (ix) 靈活第一按揭貸款申請的審批由指定財務機構全權負責。指定財務機構對是否批出貸款計劃有最終決定權。

The designated financing company shall be solely responsible to determine whether to approve the purchaser(s)' application for the First Mortgage Loan. The designated financing company shall have the final right to decide whether or not to grant the First Mortgage Loan.

- (x) 所有靈活第一按揭貸款之法律文件必須由指定財務機構指定之律師行辦理，買方須負責支付一切有關之律師費用及雜費。買方可選擇自行聘用律師作為其代表律師，在此情況下，買方亦須負責其代表律師有關處理靈活第一按揭貸款的律師費用及雜費。

All legal documents of the Flexible First Mortgage Loan shall be prepared and handled by the solicitors designated by the designated financing company and all relevant legal costs and disbursements shall be borne by the purchaser(s) solely. The purchaser(s) may choose to instruct his own solicitors to act for him and in such event, the purchaser(s) shall also bear his own solicitors' legal costs and disbursements relating to the First Mortgage Loan.

- (xi) 買方須按指定財務機構的要求提供一切所需文件以證明其還款能力，所需文件包括但不限於買方及其擔保人(如適用)的信貸報告、收入證明、銀行紀錄及借貸紀錄(包括其他貸款，如有)。

The purchaser(s) shall upon request by the designated financing company provide all necessary documents to prove his

repayment ability, the necessary documents shall include but not limited to credit report, income proof, bank records and borrowing records (including other loans, if any) of the purchaser(s) and his/her/its/their guarantor(s) (if applicable).

- (xii) 不論靈活第一按揭貸款獲批與否，買方仍須按買賣合約完成住宅物業的買賣及繳付全數樓價。

Irrespective of whether the Flexible First Mortgage Loan is granted or not, the purchaser(s) shall complete the purchase of the residential property and shall pay the purchase price in full in accordance with the agreement for sale and purchase.

- (xiii) 靈活第一按揭貸款受其他條款及細則約束。

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

- (xiv) 靈活第一按揭貸款純為指定財務機構與買方之交易。買方與指定財務機構之任何羈輶，一概與賣方及鷹君地產代理有限公司無關。以上關於靈活第一按揭貸款的資料不構成亦不能被視為賣方或任何其他人士就靈活第一按揭貸款作出的陳述、保證、承諾、要約或買賣合約之條款。賣方及鷹君地產代理有限公司在任何情況下均無需就靈活第一按揭貸款向買方承擔任何責任。

The Flexible First Mortgage Loan is a transaction between the designated financing company and the purchaser(s). The Vendor and Great Eagle Real Estate Agency Limited shall not be involved in any dispute between the purchaser(s) and the designated financing company. The above information of the Flexible First Mortgage Loan shall not be regarded as any representation, guarantee, warranty, offer or terms of the agreement for sale and purchase made by the Vendor or any other parties. Under no circumstance shall the Vendor and Great Eagle Real Estate Agency Limited be liable to the purchaser(s) in respect of the First Mortgage Loan.

- (xv) 靈活第一按揭貸款有數額限制及供應有限。指定財務機構有唯一及絕對酌情權在任何時間停止或終止提供靈活第一按揭貸款而無須向買方給予事先通知。

The Flexible First Mortgage Loan is subject to quota and availability. The designated financing company shall have the sole and absolute discretion to suspend or terminate the offer of the Flexible First Mortgage Loan at any time without prior notice to the purchaser(s).

3. 第二按揭貸款 Second Mortgage Loan

只適用於使用支付計劃 GD 或 GS 的自然人買方 (不適用於公司、機構或其他非個人買方)

Only applicable to purchaser(s) who is/are natural person(s) and use(s) Payment Plan GD or GS (not applicable to corporate, institutional or other purchaser(s) who is/are not individual(s))

買方可向賣方指定財務機構申請第二按揭貸款。主要條款如下：

The purchaser(s) can apply the Second Mortgage Loan from the Vendor's designated financing company. Key terms are as follows:

- (i) 第二按揭貸款金額最高為樓價的30%，但第一按揭貸款及第二按揭貸款總金額不得超過樓價的80%。第二按揭貸款年期最長為25年或第一按揭貸款之年期，以較短者為準。第二按揭首兩年之按揭利率為指定財務機構不時報價之港元最優惠利率(P)減2% (P-2%) (現時P=5.000%) 計算，其後年期之按揭利率以港元最優惠利率(P)計算，利率浮動。最終按揭利率以指定財務機構審批結果而定。

The maximum Second Mortgage Loan is 30% of the purchase price, but the total loan amount of first mortgage loan plus the Second Mortgage Loan shall not exceed 80% of purchase price. The maximum tenor of the Second Mortgage Loan shall be 25 years or the tenor of the first mortgage loan, whichever is shorter. Interest rate of the Second Mortgage Loan for the first two years shall be at the Hong Kong Dollar Best Lending Rate (P) quoted by the designated financing company from time to time minus 2% (P-2%) per annum (currently P=5.000%); thereafter at the rate of P per annum subject to fluctuation. The final interest rate is subject to the approval of the designated financing company.

- (ii) 買方須先獲取第一按揭銀行同意辦理住宅物業之第二按揭，並能出示足夠文件證明第一按揭貸款加第二按揭貸款及買方及其擔保人(如有)之其他貸款之每月總還款額對買方及其擔保人(如有)之每月總入息之比率不超過香港金融管理局最新公佈之「供款與入息比率」。

The purchaser(s) shall have obtained the prior consent of the first mortgagee bank for processing the Second Mortgage Loan for the residential property and shall provide satisfactory documents to prove that the ratio of the total amount of monthly repayment of the first mortgage loan, the Second Mortgage Loan and any other loan(s) of the purchaser(s) and his/her/their guarantor(s) (if any) to the total monthly income of the purchaser(s) and his/her/their guarantor(s) (if any) does not exceed the latest Debt Servicing Ratio as announced by the Hong Kong Monetary Authority.

- (iii) 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，對貸款金額及/或利率作出調整。

In accordance with the result of credit check and assessment of the purchaser(s) and his/her/their guarantor(s) (if any), the designated financing company will adjust the loan amount and/or the interest rate.

- (iv) 第一按揭銀行須為指定財務機構指定及轉介之銀行。

First mortgagee bank shall be a bank specified and referred by the designated financing company.

- (v) 該住宅物業只可供買方自住。
The residential property shall only be self-occupied by the purchaser(s).
- (vi) 買方須以按月分期償還第二按揭貸款。
The purchaser(s) shall repay the Second Mortgage Loan by monthly installments.
- (vii) 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、收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查。
The purchaser(s) and his/her/their guarantor(s) (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, income proof and/or banking record upon request by the designated financing company. The designated financing company will conduct credit check on the purchaser(s) and his/her/their guarantor(s) (if any).
- (viii) 第二按揭貸款須由指定財務機構獨立審批。
The Second Mortgage Loan shall be approved by the designated financing company independently.
- (ix) 所有第二按揭貸款之文件必須由賣方指定之律師辦理, 並由買方負責一切有關費用。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雜費。
All legal documents of the Second Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the purchaser(s). The purchaser(s) can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the purchaser(s) shall also bear his/her/its own solicitors' costs and disbursements relating to the Second Mortgage Loan.
- (x) 買方敬請向指定財務機構查詢有關第二按揭貸款用途及詳情。第二按揭貸款批出與否、批出貸款金額及其條款, 指定財務機構有最終決定權。不論審批結果如何, 買方仍須按買賣合約完成住宅物業的交易及繳付住宅物業的樓價全數。
The purchaser(s) is/are advised to enquire with the designated financing company about the purpose and the details of the Second Mortgage Loan. The approval or disapproval and the approved loan amount of the Second Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the purchaser(s) shall complete the purchase of the residential property and shall pay the full purchase price of the residential property in accordance with the Agreement for Sale and Purchase.
- (xi) 第二按揭貸款受其他條款及細則約束。
The Second Mortgage Loan is subject to other terms and conditions.
- (xii) 賣方及鷹君地產代理有限公司無給予或視之為已給予任何就第二按揭貸款之批核的陳述或保證。買方不得就由於或有關第二按揭貸款的批核及/或不批核及/或任何第二按揭貸款相關事宜而向賣方及鷹君地產代理有限公司提出任何申索。
No representation or warranty is given or shall be deemed to have been given by the Vendor and Great Eagle Real Estate Agency Limited as to the approval of the Second Mortgage Loan. The purchaser(s) shall have no claims whatsoever against the Vendor and Great Eagle Real Estate Agency Limited as a result of or in connection with the approval and/or disapproval of the Second Mortgage Loan and/or any matters relating to the Second Mortgage Loan.
- (xiii) 第二按揭貸款只限個人買方申請。
Only individual purchaser(s) are eligible to apply for the Second Mortgage Loan.
- (xiv) 買方需於申請時就申請第二按揭貸款向指定財務機構繳交港幣\$5,000 不可退還的申請手續費。
Upon application, a non-refundable application fee of HK\$ 5,000 shall be payable by the purchaser(s) to the designated financing company for the application of the Second Mortgage Loan.
- (xv) 第二按揭貸款有數額限制及供應有限。指定財務機構有唯一及絕對酌情權在任何時間停止或終止提供第二按揭貸款而無須向買方給予事先通知。
The Second Mortgage Loan is subject to quota and availability. The designated financing company shall have the sole and absolute discretion to suspend or terminate the offer of the Second Mortgage Loan at any time without prior notice to the purchaser(s).

4. 靈活第二按揭貸款 Flexible Second Mortgage Loan

只適用於使用支付計劃 GC 的自然人買方 (不適用於公司、機構或其他非個人買方)

Only applicable to purchaser(s) who is/are natural person(s) and use(s) Payment Plan GC (not applicable to corporate, institutional or other purchaser(s) who is/are not individual(s))

買方可向賣方指定財務機構申請靈活第二按揭貸款。主要條款如下:

The purchaser(s) can apply the Flexible Second Mortgage Loan from the Vendor's designated financing company. Key terms

are as follows:

- (i) 靈活第二按揭貸款金額最高為成交金額的15%，但靈活第一按揭貸款及靈活第二按揭貸款總金額不得超過成交金額的80%。靈活第二按揭貸款年期最長為10年或靈活第一按揭貸款之年期，以較短者為準。靈活第二按揭首兩年之按揭利率為指定財務機構不時報價之港元最優惠利率(P)減2% (P-2%) (現時P=5.000%) 計算，其後年期之按揭利率以港元最優惠利率(P)計算，利率浮動。最終按揭利率以指定財務機構審批結果而定。
The maximum Flexible Second Mortgage Loan is 15% of the Transaction Price, but the total loan amount of Flexible First Mortgage Loan plus the Flexible Second Mortgage Loan shall not exceed 80% of Transaction Price. The maximum tenor of the Flexible Second Mortgage Loan shall be 10 years or the tenor of the Flexible First Mortgage Loan, whichever is shorter. Interest rate of the Flexible Second Mortgage Loan for the first two years shall be at the Hong Kong Dollar Best Lending Rate (P) quoted by the designated financing company from time to time minus 2% (P-2%) per annum (currently P=5.000%); thereafter at the rate of P per annum subject to fluctuation. The final interest rate is subject to the approval of the designated financing company.
- (ii) 靈活第一按揭貸款及靈活第二按揭貸款將由有關承按機構獨立處理。
The applications for the Flexible First Mortgage Loan and the Flexible Second Mortgage Loan will be processed by the relevant mortgagees independently.
- (iii) 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，對貸款金額及/或利率作出調整。
In accordance with the result of credit check and assessment of the purchaser(s) and his/her/their guarantor(s) (if any), the designated financing company will adjust the loan amount and/or the interest rate.
- (iv) 該住宅物業只可供買方自住。
The residential property shall only be self-occupied by the purchaser(s).
- (v) 買方須以按月分期償還靈活第二按揭貸款。
The purchaser(s) shall repay the Flexible Second Mortgage Loan by monthly installments.
- (vi) 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、收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查。
The purchaser(s) and his/her/their guarantor(s) (if any) shall provide sufficient documents to prove his/her/their repayment ability, including without limitation the provision of credit report, income proof and/or banking record upon request by the designated financing company. The designated financing company will conduct credit check on the purchaser(s) and his/her/their guarantor(s) (if any).
- (vii) 所有靈活第二按揭貸款之文件必須由賣方指定之律師辦理，並由買方負責一切有關費用。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靈活第二按揭貸款的律師費用及雜費。
All legal documents of the Flexible 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(s). The purchaser(s) can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the purchaser(s) shall also bear his/her/their own solicitors' costs and disbursements relating to the Flexible Second Mortgage Loan.
- (viii) 買方敬請向指定財務機構查詢有關靈活第二按揭貸款用途及詳情。靈活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，買方仍須按買賣合約完成住宅物業的交易及繳付住宅物業的成交金額全數。
The purchaser(s) is/are advised to enquire with the designated financing company about the purpose and the details of the Flexible Second Mortgage Loan. The approval or disapproval and the approved loan amount of the Flexible 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(s) shall complete the purchase of the residential property and shall pay the full Transaction Price of the residential property in accordance with the Agreement for Sale and Purchase.
- (ix) 靈活第二按揭貸款受其他條款及細則約束。
The Flexible Second Mortgage Loan is subject to other terms and conditions.
- (x) 賣方及鷹君地產代理有限公司無給予或視之為已給予任何就靈活第二按揭貸款之批核的陳述或保證。買方不得就由於或有關靈活第二按揭貸款的批核及/或不批核及/或任何靈活第二按揭貸款相關事宜而向賣方及鷹君地產代理有限公司提出任何申索。
No representation or warranty is given or shall be deemed to have been given by the Vendor and Great Eagle Real Estate Agency Limited as to the approval of the Flexible Second Mortgage Loan. The purchaser(s) shall have no claims whatsoever against the Vendor and Great Eagle Real Estate Agency Limited as a result of or in connection with the approval and/or disapproval of the Flexible Second Mortgage Loan and/or any matters relating to the Flexible Second Mortgage Loan.
- (xi) 靈活第二按揭貸款只限個人買方申請。
Only individual purchaser(s) are eligible to apply for the Flexible Second Mortgage Loan.
- (xii) 買方需於申請時就申請靈活第二按揭貸款向指定財務機構繳交港幣\$5,000 不可退還的申請手續費。

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Upon application, a non-refundable application fee of HK\$ 5,000 shall be payable by the purchaser(s) to the designated financing company for the application of the Flexible Second Mortgage Loan.

- (xiii) 靈活第二按揭貸款有數額限制及供應有限。指定財務機構有唯一及絕對酌情權在任何時間停止或終止提供靈活第二按揭貸款而無須向買方給予事先通知。

The Flexible Second Mortgage Loan is subject to quota and availability. The designated financing company shall have the sole and absolute discretion to suspend or terminate the offer of the Flexible Second Mortgage Loan at any time without prior notice to the purchaser(s).

5. 認購住宅停車位的權利 Option to Purchase of Residential Parking Space(s)

購買以下住宅物業的買方可享有認購該發展項目內指定數量之住宅停車位的權利。買方可根據賣方日後公佈的住宅停車位之銷售安排所規定的時限及方法行使其認購指定數量之住宅停車位的權利。買方需依照賣方所訂之時限決定是否購買住客車位及簽署相關買賣合約，逾時作棄權論。認購權不得轉讓。發展項目內的住宅停車位的價單及銷售安排詳情將由賣方全權及絕對酌情決定，並容後公佈。

The purchaser(s) of the following residential properties shall have an option to purchase designated number of residential parking space(s) in the Development. The purchaser(s) can exercise his/her/its/their option to purchase residential parking spaces(s) in accordance with the time limit and manner as prescribed by the sales arrangement of the residential parking spaces to be announced by the Vendor. Each such purchaser(s) must decide whether to purchase residential parking spaces in the Development and must enter into a relevant agreement for sale and purchase within the period as prescribed by the Vendor, failing which that purchaser(s) will be deemed to have given up the option. The option is non-transferrable. Price List and sales arrangement details of the residential parking spaces in the Development will be determined by the Vendor at its sole and absolute discretion and will be announced later.

座 Tower / 樓層 Floor / 單位 Flat	車位認購指定數量 Designated Number of Parking Space(s)
Tower 2 第 2 座 7C, 5C, 3C	1

ONTOLO 朗濤

孖士打律師行

香港中環遮打道十號

太子大廈十八字樓

(港鐵中環站 K 出口)

電話: 2843 2211 傳真: 2845 9121

MAYER BROWN

18th Floor, Prince's Building,

10 Chater Road, Central, Hong Kong.

(MTR Central Station Exit K)

Tel: 2843 2211 Fax: 2845 9121

Please make the necessary appointment and call at **MAYER BROWN** 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 Preliminary 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「孖士打律師行」** 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 **MAYER BROWN** 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證明文件(如適用)及**住址證明正本**(例如最近三個月之水電費單或銀行月結單)
3. **CASHIER ORDER(S)** in favour of "**MAYER BROWN**" for part payment of purchase price(if applicable)
銀行本票抬頭請寫「**孖士打律師行**」，以支付部份樓價(如適用)
4. Cheque in favour of "**MAYER BROWN**" for payment of Agreement plan fee, miscellaneous charges (see table below for details) and advance payment (see "Note/Remark" below)
支票抬頭請寫「**孖士打律師行**」，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)及預繳之費用(請參閱備註/備忘錄)
5. **CASHIER ORDER** in favour of "**MAYER BROWN**" for payment of stamp duty payable under the Agreement for Sale and 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：

- | | |
|---|--|
| a. Memorandum and Articles of Association
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)
(Form 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 NNC1/NAR1/ND2A/ND2B) | f. 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 CASHIER ORDER

drawn in favour of “MAYER BROWN”

加付訂金或繳付部份樓價及樓價餘款須以銀行本票支付，抬頭請寫「孖士打律師行」

If payments are made by direct cash deposit or by a third party, then further due diligence may have to be carried out by us on the source of funds as well as on the third party and this might delay the transaction.

如果直接以現金存款方式付款或由第三者付款，我們或須要對資金來源和第三者作進一步盡職調查，就此可能引致交易延誤。

備註：孖士打律師行的英文名稱於 2018 年 9 月 1 日改為「Mayer Brown」，中文名稱不變。抬頭為「Mayer Brown JSM」的銀行本票或支票可能不獲銀行接納，敬請留意。

Remark: The English name of Mayer Brown JSM is changed to “Mayer Brown” with effect from 1 September 2018, while the Chinese name remains unchanged. Please note cashier order or cheque made payable to “Mayer Brown JSM” may not be accepted by banks.

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

Type of Documents 文件種類		(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
I.	<p>Formal Agreement for Sale and Purchase 正式買賣合約</p> <p>Note 1 <u>Upon signing of the Agreement for Sale and Purchase, the Purchaser shall pay the ad valorem stamp duty and buyer's stamp duty (if applicable) by way of cashier order made payable to "Mayer Brown"</u></p> <p>備註 1 <u>買方必須在簽署正式買賣合約時用銀行本票支付從價印花稅及買家印花稅(如適用)，本票抬頭請寫「孖士打律師行」</u></p>	<p>[see Note (a)] [見備忘錄(a)]</p>	<ol style="list-style-type: none"> Land search fees and miscellaneous charges: \$500.00 土地註冊處查冊費及其他雜費: \$500.00 Cost on account: \$3,000.00 預付律師費: \$3,000.00 [See Note (a)(ii) 見備忘錄(a)(ii)] #Registration fee: \$210.00 #登記費: \$210.00 Part of certified copy charges of title deeds: \$1,500.00 部份業權契據認證副本費用: \$1,500.00 Company search fees (applicable to Corporate Purchaser only): \$300.00 公司查冊費 (只適用於公司買家): \$300.00 Plan fee for Agreement (subject to the final confirmation by the architect) (Please see Plan Schedule) Fees 買賣合約圖則費 (以則師最後收費為準) (請參閱圖則目錄表) Stamp Duty and Buyer's Stamp Duty: (please see on Stamp Duty) 印花稅及買家印花稅: (請參閱印花稅須知) Statutory Declaration to Stamp Office (if necessary): \$600.00 each 擬備印花稅署之法定聲明(如需要): 每份\$600.00

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II.	<p>(a) First Equitable Mortgage (including First Legal Mortgage to be signed on completion) and/or First Legal Mortgage 第一樓花按揭契(包括入伙時所簽的正式按揭契)及/或第一正式按揭契</p> <p>Loan Amount: 貸款額</p> <p>(i) not exceeding \$ 5,000,000.00 不超過\$5,000,000.00</p> <p>(ii) between \$ 5,000,001.00 and \$7,500,000.00 \$5,000,001.00 至\$7,500,000.00 之間</p> <p>(iii) between \$7,500,001.00 and \$10,000,000.00 \$7,500,001.00 至 \$10,000,000.00 之間</p> <p>(iv) over \$10,000,000.00 超過\$10,000,000.00</p>	<p>[see Note (b) & (c)] [見備忘錄 (b)及 (c)]</p> <p>\$ 5,000.00</p> <p>\$ 7,000.00</p> <p>\$ 8,500.00</p> <p>0.1% of Loan Amount</p>	<p>1. Land search fees and miscellaneous charges: \$500.00* 土地註冊處查冊費及其他雜費: \$500.00*</p> <p>2. #Registration fee: \$450.00* #登記費: \$450.00*</p> <p>3. #Adjudication fee for First Equitable Mortgage/First Mortgage (if applicable): \$50.00* 第一樓花按揭契及/或第一正式按揭契 裁定費(若適用): \$50.00*</p> <p>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*</p> <p>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)*</p> <p>6. Company search fees (applicable to Corporate Purchaser only): \$200.00* 公司查冊費(只適用於公司買家): \$200.00*</p>
	<p>(b) Second Equitable Mortgage (including Second Legal Mortgage to be signed on completion) and/or Second Mortgage 第二樓花按揭契(包括入伙時所簽的第二正式按揭契)及/或第二正式按揭契</p>	<p>[see Note (b) & (c)] [見備忘錄 (b)及 (c)]</p> <p>\$6,000.00</p>	<p>1. Land search fees and miscellaneous charges: \$500.00* 土地註冊處查冊費及其他雜費: \$500.00*</p> <p>2. #Registration fee: \$450.00* #登記費: \$450.00*</p> <p>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*</p> <p>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*</p> <p>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)*</p> <p>6. Company search fees (applicable to Corporate Purchaser only): \$200.00* 公司查冊費(只適用於公司買家): \$200.00*</p>

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	<p>(c) If both of the First Equitable Mortgage and Second Equitable Mortgage shall be handled by Mayer Brown 如第一樓花按揭契及第二樓花按揭契均由孖士打律師行辦理</p> <p>First Equitable Mortgage Loan Amount : 第一樓花按揭貸款額</p> <p>(i) not exceeding \$5,000,000.00 不超過\$5,000,000.00</p> <p>(ii) between \$5,000,001.00 and \$7,500,000.00 \$5,000,001.00 至\$7,500,000.00 之間</p> <p>(iii) between \$7,500,001.00 and \$10,000,000.00 \$7,500,001.00 至 \$10,000,000.00 之間</p> <p>(iv) over \$10,000,000.00 超過\$10,000,000.00</p>	<p>[see Note (b) & (c)] [見備忘錄 (b)及 (c)]</p> <p>\$9,000.00</p> <p>\$ 11,000.00</p> <p>\$ 12,500.00</p> <p>0.1% of Loan Amount + \$4,000.00</p>	<p>Please refer to Item II. (a) and (b) Column (B) 請參閱 II.(a)及(b)項(B)欄</p>
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Annex 13

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III.	Assignment 樓契	[see Note (a)] [見備忘錄 (a)]	<ol style="list-style-type: none"> Land search fees and miscellaneous charges: \$500.00 土地註冊處查冊費及其他雜費: \$500.00 #Registration fee: \$450.00 #登記費: \$450.00 Plan fee for Assignment (subject to the final confirmation by the architect) 樓契圖則費 (以則師最後收費為準) 費 目錄表) Please see Plan Fees Schedule (請參閱圖則) Certified copies charges for remaining title deeds and documents : 剩餘業權契據認證副本: (to be advised before completion) (入伙時通知) Costs for preparing certified copy of Deed of Mutual Covenant with plans: 大廈公契認證副本費連圖: (to be advised before completion) (入伙時通知) Stamp Duty: \$100.00 印花稅: \$100.00 Levy to Property Management Services Authority: \$350.00 物業管理業監管局徵款: \$350.00 Company search fees (applicable to Corporate Purchaser only): \$300.00 公司查冊費(只適用於公司買家): \$300.00 Board Resolution (applicable to Corporate Purchaser only): \$500.00 公司會議記錄 (只適用於有限公司買家): \$500.00
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* The above fees and disbursements will be paid upon execution of Equitable Mortgage/ Mortgage/ Legal Charge and /or upon execution of 2nd Equitable Mortgage / 2nd Mortgage/Legal Charge (if applicable) respectively.

* 以上所有雜費於簽署樓花按揭/現樓按揭時及/或簽署第二樓花按揭/第二現樓按揭時各要支付一次。

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 備忘錄:

(a) (i) Joint Legal Representation

If the Purchaser is the 1st purchaser buying 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一手買方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) Change of Legal Representation

If the Purchaser shall instruct his own Solicitors in completing the Assignment and/or Equitable Mortgage / Legal Mortgage 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).

買方中途轉換律師

若買方在簽署正式買賣合約後，另行聘請自己的代表律師處理樓契及/或樓花按揭契/按揭契，則買方須立即向賣方代表律師支付港幣\$3,000，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 own legal costs as well as all fees and disbursements.

Annex 13

附件 13

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, Mayer Brown will act for the mortgagee including bank (but not the Purchaser, the borrower or the guarantor) in the preparation of the Equitable Mortgage/Mortgage and the Guarantee.
事實上，孖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)處理樓花按揭契/按揭契及擔保書。

Annex 13**附件 13****Other Charges (If applicable)****其他費用(若適用)**

1.	<p>(a) Guarantee for 1st Equitable Mortgage and/or 2nd Equitable Mortgage/1st Mortgage and/or 2nd Mortgage 第一樓花按揭及/或第二樓花按揭擔保書/第一按揭及/或第二按揭擔保書</p> <p>(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</p>	<p>\$3,000.00 each 每份 \$3,000.00</p> <p>\$1,500.00 each set 每套 \$1,500.00</p>
2.	<p>(Applicable to Corporate Purchaser) Particulars of Charge for filing at the Companies Registry and Board Resolution 公司買家另需付(a)按揭詳情(公司註冊處登記用) (b) 會議記錄</p>	<p>\$3,000.00 for each Company 每間公司每套\$3,000.00</p>
3.	<p>Supplemental Agreement 補充合約</p>	<p>\$3,000.00 each (exclusive of disbursements) 每份\$3,000.00 (不包括雜項費用)</p>
4.	<p>Power of Attorney 授權書</p>	<p>\$4,000.00 each (exclusive of disbursements) 每份\$4,000.00 (不包括雜項費用)</p>
5.	<p>For foreign corporate purchasers :</p> <p>(a) fees for obtaining foreign lawyers' opinion (b) obtaining up-to-date confirmation or opinion</p> <p>(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): (a) 安排海外律師法律意見之費用 (b) 安排海外律師更新法律意見或確認法律意見之費用 (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)</p>	<p>\$10,000.00 \$5,000.00</p>
6.	<p>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。</p>	

Plan fee Schedule

Sale and Purchase Agreement Plans (duly signed by AP)
2 sets in plain paper

HK\$1,000.00 per plan

Assignment Plan (duly signed by AP)
1 set in linen paper

HK\$1,050.00 per plan

Different Unit types and Parking Spaces			Agreement Plan		Assignment Plan	
			No. of Plans	Fee (HK\$)	No. of Plans	Fee (HK\$)
Tower	1.	Typical Units (with or without Private Flat Roof / Garden)	(2)	2,000	(1)	1,050
	2.	Units with Private Main Roof	(4)	4,000	(2)	2,100
	3.	Duplex Units	(4)	4,000	(2)	2,100
	4.	Duplex Units with Private Main Roof	(6)	6,000	(3)	3,150
Block	5.	Garden Duplex Units (with Block Duplex Parking Spaces)	(4)	4,000	(2)	2,100
	6.	Sky Duplex Units (with Block Duplex Parking Spaces)	(6)	6,000	(3)	3,150
Parking Space	7.	Residential Car Parking Space	(2)	2,000	(1)	1,050
	8.	Residential Motor Cycle Parking Space	(2)	2,000	(1)	1,050

Note on Stamp Duty (印花稅須知)

Special Stamp Duty 「額外印花稅」

Pursuant to the Stamp Duty (Amendment) Ordinance 2014 gazetted on 28 February 2014, the Government has adjusted the duty rates and extend the coverage period in respect of the Special Stamp Duty (“SSD”). SSD shall be charged on the Purchaser and/or the Sub-Purchaser on transactions in residential properties of resale if the properties are acquired on or after 27 October 2012 and resold within 36 months after acquisition.

根據於 2014 年 2 月 28 日刊憲的《2014 年印花稅(修訂)條例》，政府已修訂印花稅條例，調整「額外印花稅」的稅率及延長有關的物業持有期。如住宅物業是於 2012 年 10 月 27 日或以後購入，並在購入後 36 個月內轉售，在轉售該住宅物業交易中，將收取轉售方及或買方額外之印花稅「額外印花稅」。

Buyer's Stamp Duty 「買家印花稅」

Pursuant to the Stamp Duty (Amendment) Ordinance 2014 gazetted on 28 February 2014, a Buyer's Stamp Duty (“BSD”) is chargeable at a flat rate of 15% for all residential properties acquired on or after 27 October 2012 acquired by any person or company (regardless of where it is incorporated), except a Hong Kong Permanent Resident.

根據於 2014 年 2 月 28 日刊憲的《2014 年印花稅(修訂)條例》，政府已引入「買家印花稅」。香港永久性居民以外的任何人士或公司(不論在何地註冊) 於 2012 年 10 月 27 日或以後購入住宅物業，均須繳交 15% 的「買家印花稅」。

Ad valorem stamp duty 「從價印花稅」

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

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

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

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

Please consult your solicitors regarding details of the payment of SSD, BSD and AVD.

有關支付「額外印花稅」、「買家印花稅」及「從價印花稅」之詳情，請向閣下律師查詢。

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

15% of the consideration
樓價的 15%

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

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

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

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

Calculation of Ad Valorem Stamp Duty at Government's New Rate
從價印花稅(新稅率)計算方法如下

15% of the consideration
樓價的 15%

Annex 13**附件 13****Enquiry 查詢**

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

如有，請於辦公時間內星期一至星期五(上午 9 時 30 分至中午 12 時正及下午 2 時 15 分至 5 時)(星期六及公眾假期除外)，與下列負責職員聯絡諮詢有關簽署正式買賣合約問題。

Tower 2 第 2 座

Floor/Flat	A	B	C	D
16/F	Ms. Tsui (CH/amlt) ☎ 28434232	Ms. Chan (YTM/aypc) ☎ 28434476	Ms. Tsui (CH/amlt) ☎ 28434232	
15/F	15/F – 16/F (Duplex A)	15/F – 16/F (Duplex B)	Ms. Tsui (CH/amlt) ☎ 28434232	
12	Mr. Chak (JAN/chak) ☎ 28434266	Ms. Chung (JAN/mcwy) ☎ 28432299	Mr. Chan (YTM/jcmt) ☎ 28432490	
11	Mr. Chan (YTM/jcmt) ☎ 28432490	Mr. Chan (YTM/jcmt) ☎ 28432490	Mr. Chan (YTM/jcmt) ☎ 28432490	
10	Ms. Chan (YTM/aypc) ☎ 28434476	Ms. Chan (YTM/aypc) ☎ 28434476	Ms. Chan (YTM/aypc) ☎ 28434476	
9	Ms. Chan (JAN/yhyc) ☎ 28432585	Ms. Ng (YTMen) ☎ 28434262	Ms. Tsui (CH/amlt) ☎ 28434232	
8	Ms. Ng (YTMen) ☎ 28434262	Ms. Ng (YTMen) ☎ 28434262	Ms. Ng (YTMen) ☎ 28434262	
7	Ms. Wu (JAN/ywsy) ☎ 28434491	Ms. Chan (YTM/aypc) ☎ 28434476	Ms. Ng (CH/vwsn) ☎ 28432243	
6	Mr. Chak (JAN/chak) ☎ 28434266	Mr. Chak (JAN/chak) ☎ 28434266	Mr. Chak (JAN/chak) ☎ 28434266	Mr. Chak (JAN/chak) ☎ 28434266
5	Ms. Chan (JAN/yhyc) ☎ 28432585	Ms. Chan (JAN/yhyc) ☎ 28432585	Ms. Chan (JAN/yhyc) ☎ 28432585	Ms. Chan (JAN/yhyc) ☎ 28432585
3	Ms. Wu (JAN/ywsy) ☎ 28434491	Ms. Wu (JAN/ywsy) ☎ 28434491	Ms. Wu (JAN/ywsy) ☎ 28434491	Ms. Wu (JAN/ywsy) ☎ 28434491
2	Ms. Chung (JAN/mcwy) ☎ 28432299	Ms. Chung (JAN/mcwy) ☎ 28432299	Ms. Chung (JAN/mcwy) ☎ 28432299	Ms. Chung (JAN/mcwy) ☎ 28432299
1	Ms. Chung (JAN/mcwy) ☎ 28432299	Ms. Chung (JAN/mcwy) ☎ 28432299		Mr. Wong (LYC/kyw) ☎ 28432220
G	Mr. Wong (LYC/kyw) ☎ 28432220	Mr. Wong (LYC/kyw) ☎ 28432220		G/F – 1/F (Duplex D)

Keep Money Laundering Away

from Hong Kong Lawyers and Public to Play Key Roles

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

For Individuals

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

For Corporations

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

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

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

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

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

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

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

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

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

Frequently Asked Questions

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

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

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

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

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

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

What is meant by suspicious transaction?

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

- A secretive entity
- Unusual instructions
- Unusual settlement requests

What if I do not want to disclose my information?

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

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

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

A secretive entity

Unusual instructions

Unusual settlement requests

律師與市民齊參與 打擊清洗黑錢活動

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

個別人士

- 身份證明文件，如身份證、護照、旅遊證件
- 地址證明
- 職業或商業詳細資料

公司

- 法律狀況文件，如公司註冊證書或商業登記證
- 董事或委託人的身份證明文件
- 董事會決議案
- 實益擁有人或控制權結構

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

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

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

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

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

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

常見問題

香港律師會為何要求律師向客戶索取有關身份證明及核實資料？

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

除身份證明文件外，律師還需進一步索取其他資料嗎？

律師將根據交易性質進行查證工作。例如辦理樓宇買賣時，律師可能提出以下問題：

- 交易目的為何？

- 如將來的物業持有人並非客戶本人，雙方的關係是什麼？

- 資金的來源是什麼？

如果是較複雜或金額不尋常的交易，客戶可能需要提供進一步資料。

何謂「可疑交易」？

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

- 身份不明
- 不尋常的指示
- 不尋常的結算要求

我可否拒絕提供資料？

假如客戶未能提供所需資料，律師可能會拒絕或停止為該客戶服務。

律師將如何處理我所提供的資料？資料會否保密？會否轉交第三者？

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

身份不明 ☒

不尋常的指示 ☐

不尋常的結算要求 ☐



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