TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of the properties in

Ultima of Phase 1 of Ultima Development

(being the properties as set out in the Sales Arrangements (as defined in the Tender Notice), unless previously withdrawn or sold)

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

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

Vendor's solicitors: **Woo Kwan Lee & Lo**
Room 2801, 28th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong

Johnson Stokes & Master
17th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong

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

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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/期數之物業

天鑄發展項目第一期天鑄

(即賣方發出的天鑄發展項目第一期天鑄的銷售安排(定義見招標公告)，但若在招標截止時限之前物業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「**天鑄**」，放入位於售樓處(定義見招標公告)擺放的標示為「**天鑄公開招標**」的投標箱內。

賣方： **寶崙有限公司**
香港港灣道 30 號新鴻基中心 45 樓

賣方律師： **胡關李羅律師行**
香港灣仔港灣道 30 號新鴻基中心 28 字樓 2801 室

孖士打律師行
香港中環遮打道 10 號太子大廈 17 樓

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

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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, in respect of each Property for Tender, the period between the Tender Commencement Date and Time and the date which is the fourteenth (14th) working day after the Tender Closing Date and Time (both dates inclusive);
"**Agreement**"	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 3 of the Conditions of Sale;
"**Conditions of Sale**"	means the Conditions of Sale set out in Part 2 of this Tender Document;
"**extreme conditions announcement**"	means an announcement made by the Chief Secretary for Administration stating the existence of extreme conditions arising from a super typhoon or other natural disaster of a substantial scale during the period (including any extended period) specified in the announcement;
"**Letter of Acceptance**"	means the Vendor's letter regarding acceptance of the Tenderer's tender pursuant to paragraph 3.2 of the Tender Notice;
"**Offer Form**"	means the Offer Form set out in Part 3 of this Tender Document;
"**Property**"	means, if and when this Tender Document is accepted by the Vendor, the Tendered Property;
"**Property for Tender**"	means all or any of the properties 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. 93A issued by the Vendor for Ultima of Phase 1 of Ultima Development (as the same may be revised by the Vendor from time to time);
"**Sales Office**"	means 11/F, International Commerce Centre, No. 1 Austin Road West, Kowloon, Hong Kong;
"**Tender Closing Date and 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;

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"**Tender Commencement Date and Time**"	means, in respect of each Property for Tender, the tender commencement date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;
"**Tender Document**"	means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Annex);
"**Tender Notice**"	means the Tender Notice set out in Part 1 of this Tender Document;
"**Tender Period**"	means, in respect of each Property for Tender, the period between the Tender Commencement Date and Time and Tender Closing Date and Time;
"**Tender Price**"	means the price tendered for the Tendered Property as specified in the Schedule to the Offer Form;
"**Tendered Property**"	means the properties as specified in the Schedule to the Offer Form;
"**Tenderer**"	means the person who is specified in the Schedule to the Offer Form as the tenderer;
"**Vendor**"	means Polarland Limited; and
"**Vendor's solicitors**"	means any one of the following firms to be designated by the Vendor at its sole and absolute discretion:- • Woo Kwan Lee & Lo Room 2801, 28th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong • Johnson Stokes & Master 17th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong

2. Procedures of Tender

2.1 The Vendor invites tenders for the purchase of the Property for Tender on the terms and conditions contained in this Tender Document.

2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.

2.3 The Vendor reserves the right to, at any time before the Tender Closing Date and Time, accept any tender submitted.

2.4 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Property for Tender from sale or to sell or dispose all or any of the Property for Tender or any part thereof to any person by any method (including without limitation private treaty, tender and auction).

2.5 The Vendor reserves the right to adjust the Tender Closing Date and Time, remove any property from the Property for Tender and to modify, amend or revise any part of the Tender Document.

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Please refer to the Sales Arrangements issued from time to time for any adjustment of the Tender Closing Date and Time and any property removed from the Property for Tender. Any modification, amendment or revision of the Tender Document will be posted at the Sales Office. The Vendor is not obliged to separately notify the Tenderers of such adjustment, modification, amendment or revision.

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

2.7 (If applicable) If the Tenderer has indicated on the Schedule to the Offer Form to purchase more than one (1) Property for Tender :-

(a) he/she/it must fill in one lump sum Tender Price for all such Tendered Property in the Schedule to the Offer Form; and

(b) this Tender Document is deemed to be submitted on the basis that the Vendor will accept the tender for the purchase of **ALL** such Tendered Property together and the Purchaser will be required to sign only one (1) Agreement covering all such Tendered Property.

2.8 A tender must be:-

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

(b) accompanied with the following documents:-

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

One or more cashier order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance and/or cheque(s) in the 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 "**Woo Kwan Lee & Lo**".

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

(iii) Intermediary's licence (if applicable)

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

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

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

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

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(1) Warning to Purchasers
(2) Vendor's Information Form
(3) Acknowledgement Letter Regarding Stamp Duty
(4) Letter Regarding Stamp Duty Express, Guarantee and Indemnity by Shareholder(s) of Purchaser and Guarantee and Indemnity by Director(s) of Purchaser (if applicable)
(5) Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers
(6) Acknowledgement Letter Regarding Marble and Stone Material
(7) Acknowledgement Letter Regarding Operation of Gondola
(8) Acknowledgement Letter Regarding Financing Plans
(9) Confirmation Letter Regarding Restriction on User and Assignment of Parking Space(s) (if applicable)
(10) Car Park Plan (if applicable)
(11) Acknowledgement Letter Regarding Physical State of Parking Space(s) (if applicable)
(12) Personal Information Collection Statement
(13) List of gifts, financial advantage or benefits

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

(c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "**Ultima**"; and

(d) placed in the tender box labelled "**Public Tender For Ultima**" placed at the Sales Office during the Tender Period.

In case a black rainstorm warning signal is issued or a typhoon signal no.8 or above is hoisted by the Hong Kong Observatory or an extreme conditions announcement is made by the Government of Hong Kong and is still in effect after 2:00 p.m. on the Tender Closing Date and Time, the Tender Closing Date and Time will be extended to 3:00 p.m. on the next working day in respect of which no black rainstorm warning signal is issued or no typhoon signal no.8 or above is hoisted or no extreme conditions announcement is made.

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

2.10 (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal.

(b) If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.

(c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of letter regarding the acceptance of tender and return of cashier order(s) and/or cheque(s).

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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. (If applicable) 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, Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited, of 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Enquiry Hotline: 3119 0008).

4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor's agent in response to any enquiry made by a prospective or actual Tenderer

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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.

[End of Part 1: Tender Notice]

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第 1 部份：招標公告

1. <u>定義</u>

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「**承約期間**」	就每一個該招標物業而言，指由招標開始日期及時間至招標截止日期及時間後的第 14 個工作日(包括首尾兩日)的期間；
「**正式合約**」	指賣方與買方根據出售條款第 3 條擬簽訂的該物業的正式買賣合約；
「**出售條款**」	指本招標文件第 2 部份的出售條款；
「**極端情況公布**」	指政務司司長作出的公布，以述明由超強颱風或其他大規模天災引起的極端情況，在該公布所指明的期間(包括任何延展期間)存在；
「**接納書**」	指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知；
「**要約表格**」	指本招標文件第 3 部份的要約表格；
「**該物業**」	指如果及一旦本招標文件獲得賣方接納時的該投標物業；
「**該招標物業**」	指銷售安排內列出的所有或任何物業；
「**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**」	指賣方發出的天鑄發展項目第一期天鑄的銷售安排第 93A 號(及賣方不時對其作出的修改)；
「**售樓處**」	指香港九龍柯士甸道西 1 號環球貿易廣場 11 樓；
「**招標截止日期及時間**」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標截止日期及時間；
「**招標開始日期及時間**」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標開始日期及時間；
「**招標文件**」	指本招標文件(由第 1 部份、第 2 部份及第 3 部份組成，但不包括附件)；
「**招標公告**」	指本招標文件第 1 部份的招標公告；
「**招標期間**」	就每一個該招標物業而言，指招標開始日期及時間至招標截止日期及時間的期間；

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「**投標價**」 指要約表格的附表中訂明投購該投標物業的價格；

「**該投標物業**」 指要約表格的附表中訂明的物業；

「**投標者**」 指要約表格的附表中訂明為投標者的人士；

「**賣方**」 指寶崙有限公司；及

「**賣方律師**」 指賣方單獨絕對酌情決定下指定的以下任何一家律師行： -

- 胡關李羅律師行
  香港灣仔港灣道 30 號新鴻基中心 28 字樓 2801 室

- 孖士打律師行
  香港中環遮打道 10 號太子大廈 17 樓

2. <u>招標程序</u>

2.1 賣方現按照載於本招標文件的條款及細則招標承投購買該招標物業。

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

2.3 賣方保留權利在招標截止日期及時間之前的任何時間接受任何已遞交之投標書。

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

2.5 賣方保留權利更改招標截止日期及時間、剔除訂明的招標物業，以及變更、修訂或修改招標文件的任何部份。請參閱不時發出的銷售安排關於招標截止日期及時間的調整及任何該招標物業的剔除。招標文件的任何變更、修訂或修改，將會於售樓處張貼通知。賣方無須就上述調整、變更、修訂或修改另行通知投標者。

2.6 投標者須注意賣方律師在本招標過程中不代表任何投標者。

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

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

(b) 本招標文件當作基於賣方將會接納投標一併購買<u>全部</u>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<u>或</u>要約表格的中文文本**；

(b) 連同以下文件：

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(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，總金額為該投標物業的投標價的 **5%**，該金額須作為投標的**臨時訂金**，抬頭寫「**胡關李羅律師行**」。

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

(iii) 中介人的牌照(如適用)

投標者委託的地產經紀的牌照複印本。

(iv) 近親關係的證明文件(如適用)

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

(v) 由投標者填妥並簽署的附件的文件

(1) 對買方的警告
(2) 賣方資料表格
(3) 關於印花稅的確認書
(4) 關於印花稅直送的信件、買方股東之擔保及彌償及買方董事之擔保及彌償(如適用)
(5) 關於繼續開放物業予有興趣買家參觀的確認信
(6) 關於雲石及石材物料的確認信
(7) 關於吊船操作的確認書
(8) 關於財務計劃的確認信
(9) 關於車位用途及轉讓的限制之確認書 (如適用)
(10) 車位平面圖 (如適用)
(11) 有關車位狀況之確認函 (如適用)
(12) 個人資料收集聲明
(13) 贈品、財務優惠或利益的列表

請不要於本第(v)分段所述的任何文件內填上日期。

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

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

若在招標截止日期下午 2 時正後香港天文台發出黑色暴雨警告或八號或以上颱風信號或香港政府發出極端情況的公布及該警告或信號或公布仍然生效，招標截止日期及時間將延至下一工作日的下午 3 時(而當天亦沒有黑色暴雨警告或八號或以上颱風信號或沒有極端情況的公布發出)。

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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) 作爲賣方招標及下文(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. <u>接納投標</u>

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。(如適用)如該物業由多過一個物業組成，(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，買方須另聘律師作爲其代表；及

(ii) 相關授權書須由賣方事先批准。

(b) 所有向賣方之指定財務機構作出的貸款申請、貸款文件及附帶文件(統稱「**貸款文件**」)須由買方親身簽署。以授權人簽署貸款文件不會被接受。

4. <u>其他事項</u>

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4.1 投標者宜注意，賣方只會回答關於該招標物業的一般問題，而不會就本招標文件或關於該物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方的代理人新鴻基地產(銷售及租賃)代理有限公司，地址為香港港灣道 30 號新鴻基中心 45 樓(查詢熱線: 3119 0008)。

4.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作爲或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。

4.3 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件的任何種類的改動及／或增加，該投標書將被視為不符合規定的投標書。

4.4 如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

[第 1 部份：招標公告完]

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PART 2: CONDITIONS OF SALE

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

"**Development**"	means Ultima Development.
"**Phase**"	means Phase 1 of the Development (Towers 6, 7 and 8 and Houses 1 to 8 (with House 4 omitted) of the residential development in the Phase are called "Ultima").
"**this Preliminary Agreement**"	means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document.

2. The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the Purchase Price and on the terms and conditions contained in this Preliminary Agreement.

3. The sale and purchase shall be completed at the office of the Vendor's Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) in accordance with the terms of the Agreement.

4. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-

   (a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance;

   (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.

5. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.

6. The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholders.

7. The Purchaser shall attend the office of the Vendor's solicitors together with the Tender Document and the Letter of Acceptance within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor's solicitors without amendment; (ii) to pay the sum abovementioned as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement as set out in clause 21.

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.

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9. The measurements of the Property are as follows— (for residential property of the Property) set out in the attached Schedule 1; (for residential car parking space(s) of the Property) 12.5 square metres each.

10. The sale and purchase of the Property includes the fittings, finishes and appliances as follows— (for residential property of the Property) as set out in the attached Schedule 2; (for residential car parking space(s) of the Property) Nil.

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 Purchaser will be required to covenant with the Vendor in the Agreement to the effect that in the event the Purchaser sub-sells the Property or transfer the benefit of the Agreement in any manner whatsoever before the completion of the sale and purchase of the Property, the Purchaser shall require each sub-purchaser, donee, nominee, beneficiary, attorney or other transferee

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whomsoever (i) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including but not limited to identity card numbers and full addresses) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration and including but not limited to any commission, reservation or agency fees or any other amount which has been paid or given to any intermediate transaction in addition to the consideration payable to the Vendor for the purchase of the Property, and (ii) to procure from any subsequent sub-purchaser or other transferee whomsoever or new purchaser a covenant in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement to the same effect as sub-clause (i) above.

15. 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.

16. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.

17. The Property is sold on an "as is" basis. (If the Purchaser has inspected the Property) The Purchaser agrees and acknowledges that he has duly inspected the Property, has knowledge of and accepts the existing state and condition of the Property.

18. If the Purchaser shall also instruct the Vendor's solicitors to act for him in respect of the purchase of the Property, the Vendor shall bear such solicitors' legal fees in respect of the Agreement and the subsequent Assignment in favour of the Purchaser.

19. If the Purchaser chooses to instruct his own solicitors to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment.

20. All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment to the Purchaser shall be borne and paid by the Purchaser.

21. All stamp duty (including without limitation any ad valorem stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong)) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.

22. The Purchaser shall bear and pay a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant and Management Agreement and the Sub-Deed of Mutual Covenant (collectively, the "DMC") and the plans attached to the DMC, all costs for preparing certified copies of title deeds and documents of the Property and all plan fees for plans to be annexed to the Agreement and the Assignment of the Property. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any mortgage of the Property and all legal costs and charges of any other documents relating to the sale and purchase of the Property. All search fees, registration fees and other disbursements shall be borne by the Purchaser.

23. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.

24. The Purchaser shall before delivery of vacant possession of the Property by the Vendor pay to the Manager or the Vendor all management fee deposit, special fund, debris removal fee, advance

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payment of management fees and other deposits and payments which are payable in respect of the Property under the DMC and the Purchaser shall reimburse the Vendor for all payment including without limitation all utilities deposits already paid by the Vendor in respect of the Property.

25. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.

26. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.

27. Time shall in every respect be of the essence of this Preliminary Agreement.

28. (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.

29. In this Preliminary Agreement:-

(a) "**saleable area**" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance;

(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.

30. If the Property under this Preliminary Agreement consists of a residential property as well as any residential car parking space(s), such Property shall be covered by one single formal agreement for sale and purchase and one single subsequent assignment.

31. The Land Grant stipulates that the residential car parking paces and the motor cycle parking spaces shall not be (i) assigned except together with a residential property of the Development; or to a person who is already an owner of a residential property of the Development; or (ii) underlet except to residents of the residential property of the Development. Provided that in any event not more than 3 in number of the total of the residential car parking spaces and the motor cycle parking spaces shall be assigned to the owner or underlet to the resident of any one residential property of the Development.

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第 2 部分：出售條款

1. 除非招標公告另有定義，在本出售條款中，下列詞語應具有下列含義：

「發展項目」	指天鑄發展項目。
「期數」	指發展項目的第一期(期數中住宅發展項目的第六、七及八座及一至八號獨立屋(不設四號獨立屋)稱為「天鑄」)。
「本臨時合約」	指買方根據招標文件遞交投標書，以及賣方根據招標文件的接納書而訂立的合約。

2. 招標文件連同接納書構成賣方與買方就買賣該物業的有約束力的協議。賣方須以樓價並按本臨時合約所載條款及條款出售該物業，而買方須以樓價並按本臨時合約所載條款及條款購買該物業。

3. 買賣須根據正式合約的條款於辦公時間(即指由上午 10 時起至同日下午 4 時 30 分為止期間)內，在賣方律師的辦事處完成。

4. 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：

   (a) 由買方於接納書的日期之後的第 5 個工作日或之前簽立；及

   (b) 由賣方於接納書的日期之後的第 8 個工作日或之前簽立。

5. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。

6. 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。

7. 買方須於接納書的日期之後的 5 個工作日內攜帶招標文件及接納書到賣方律師的辦事處辦理下列手續(按：必須嚴守所訂日期。)：(i)簽署賣方代表律師所訂定之標準正式合約；(ii)在簽署正式合約之同時交付本臨時合約上列明應付之款項；及(iii)同時交付第 21 條所載就正式合約應付之所有印花稅。

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—(就該物業的住宅物業而言)載列於附表 1；(就該物業的住宅停車位而言) 每個 12.5 平方米。

10. 該物業的買賣包括的裝置、裝修物料及設備如下—(就該物業的住宅物業而言)載列於附表 2；(就該物業的住宅停車位而言)沒有。

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。

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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. 買方須與賣方在正式合約中訂明，若買方在該物業成交前轉售該物業或將正式合約權益轉讓予第三者，則每個轉購人、受贈人、獲提名人、受益人、代辦人或其他承讓人(i)在以後的轉售合約中列明所有確認人、獲提名人及其他買、賣該物業或任何相關利益人仕的詳細資料(包括但不限于身份証號碼及地址)，及全數金額或其他代價，包括但不限於任何佣金、訂購或代理費用、或任何在其間交易所需繳付予任何人仕的款項，及(ii)在以後的轉售合約中訂明，或在其他合約中加上有約束力的條文，致使每個轉購人或其他承讓人或新買家履行第(i)分條中的責任。

15. 本臨時合約只適用於買方本身，買方無權要求賣方與任何其他人訂立任何正式合約，亦無權將本臨時合約的利益轉讓予第三方。

16. 買方在購買該物業時完全知悉該物業及該物業內的裝置，裝修物料及設備的實質狀況，並接受該物業及該等裝置，裝修物料及設備的現狀。

17. 該物業以現狀形式出售。(如買方已視察該物業)買方同意及承認已到該物業實地視察，並清楚及接受該物業現時之情況。

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18. 若買方亦聘用賣方之律師行為買方在該物業買賣之代表律師，賣方將承擔該律師行在處理正式合約及其後買方受益的轉讓契之法律費用。

19. 若買方選擇另聘律師代表其買入該物業，則買賣雙方須各自負責其在有關正式合約及其後之轉讓契之法律費用。

20. 買方律師有關處理、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的律師費用及雜項費用，全部由買方負責及支付。

21. 有關本臨時合約及/或正式合約及/或轉讓契之所有印花稅(包括但不限於根據香港法例第 117 章《印花稅條例》可予徵收的從價印花稅及附加印花稅)，一概由買方負責支付。

22. 一切製作、登記及完成公契及管理協議及副公契(統稱『公契』)之費用及附於公契之圖則費用的適當分攤、該物業的業權之契約之認證副本之費用和該物業的買賣合約及轉讓契之圖則費，均由買方負責。一切有關該物業按揭之法律費用及其他支出及代墊付費用及其他有關該物業的買賣的文件的所有法律及其他支出，均由買方負責。查冊費、註冊費及其他支出款項均須由買方承擔。

23. 如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。

24. 買方須在賣方交吉該物業予買方時繳付管理人或賣方一切管理費按金、特別基金、泥頭清理費、預繳管理費及其他根據大廈公契之其他按金及費用，買方並須償還賣方代該物業已支付的上述費用包括水電煤按金。

25. 買方如有更改地址或電話，須以書面通知賣方。

26. 該物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。

27. 買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。

28. (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。

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29. 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。

30. 如本臨時合約下的該物業包括住宅物業也同時包括任何住宅停車位，該物業必須由單一份正式合約及其後單一份轉讓契涵蓋。

31. 根據批地文件規定，住宅停車位及電單車停車位不得(i) 轉讓除非(1)連同發展項目的住宅物業同時一併轉讓，或(2)予已經擁有發展項目的住宅物業的人士；或(ii)出租除非予發展項目的住戶。但無論如何，轉讓予或出租予發展項目內任何一個住宅物業業主或住戶之住宅停車位及電單車停車位總數不得超過 3 個。

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

在本附表 1，買方根據本臨時合約購買的物業之量度尺寸才適用於本臨時合約。
In this Schedule 1, only the measurements of the Property purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement.

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

Property 物業: Flat A on 30th Floor and 31st Floor (Duplex), (including the balcony thereof, the roof(s) thereabove and the stairhood appertaining thereto) of Tower 8 of Ultima Phase 1 of Ultima Development, No. 23 Fat Kwong Street, Kowloon
九龍何文田佛光街 23 號天鑄發展項目第 1 期天鑄第 8 座 30 樓及 31 樓 A 室 (複式) (連其露台、其上蓋天台及附屬之梯屋)

(a) 本物業的實用面積為
the saleable area of the Property is 201.624 平方米/ square metres/ 2,170 平方呎，其中—
square feet of which—

* 3.712 平方米／ square metres/ 40 平方呎為露台的樓面面積；
square feet is the floor area of the balcony;

* xxx 平方米／ square metres/ xxx 平方呎為工作平台的樓面面積；
square feet is the floor area of the utility platform;

* xxx 平方米／ square metres/ xxx 平方呎為陽台的樓面面積；
square feet is the floor area of the verandah; and

(b) 其他量度尺寸為— other measurements are—

*空調機房的面積為 the area of the air-conditioning plant room is	xxx	平方米／ square metres/	xxx	平方呎； square feet;
*窗台的面積為 the area of the bay window is	xxx	平方米／ square metres/	xxx	平方呎； square feet;
*閣樓的面積為 the area of the cockloft is	xxx	平方米／ square metres/	xxx	平方呎； square feet;
*平台的面積為 the area of the flat roof is	xxx	平方米／ square metres/	xxx	平方呎； square feet;
*花園的面積為 the area of the garden is	xxx	平方米／ square metres/	xxx	平方呎； square feet;
*停車位的面積為 the area of the parking space is	xxx	平方米／ square metres/	xxx	平方呎； square feet;
*天台的面積為 the area of the roof is	47.734	平方米／ square metres/	514	平方呎； square feet;
*梯屋的面積為 the area of the stairhood is	8.604	平方米／ square metres/	93	平方呎； square feet;
*前庭的面積為 the area of the terrace is	xxx	平方米／ square metres/	xxx	平方呎； square feet;
*庭院的面積為 the area of the yard is	xxx	平方米／ square metres/	xxx	平方呎。 square feet.

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

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

Internal Wall – 內牆	Emulsion paint. 乳膠漆。
Flooring – 地板	Engineered timber flooring or natural stone for living / dining room. Engineered timber flooring for bedroom(s). 客/飯廳為複合木地板或天然石材。睡房為複合木地板。
Door – 門	Solid core timber door or glass door. 實心木門或玻璃門。
Bathroom – 浴室	Sanitary fitments are provided. Natural stone and ceramic tile for wall; gypsum board and aluminum false ceiling; natural stone for floor. 提供潔具。牆身鋪砌天然石材及瓷磚 ; 石膏板及鋁材假天花 ; 地板為天然石材。
Kitchen – 廚房	Natural stones, ceramic tile, stainless steel and glass for wall; gypsum board, plastic sheet and stainless steel false ceiling; natural stone for floor; countertop finished with reconstituted stone. 牆壁鋪砌天然石材、瓷磚、不銹鋼及玻璃 ; 石膏板、膠模及不銹鋼假天花 ; 地板鋪砌天然石材 ; 檯面為人造石。
Other Provisions – 其他設備	i) Gas cooking hob, cooker hood, refrigerator, microwave oven, oven, steam oven and washer/ dryer machine; 煤氣煮食爐、抽油煙機、雪櫃、微波爐、焗爐、蒸爐及洗衣/乾衣機 ; ii) Installed with water heater and exhaust fan; 裝設熱水爐及抽氣扇 ; iii) Air-conditioner for living / dining room and bedroom(s). 客/飯廳及睡房裝設冷氣機。

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

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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.

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TENDERER MUST COMPLETE THIS PAGE

Schedule to the Offer Form

(To be completed by the Tenderer)

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

Section 2 – Tendered Property			
Residential Property	**Tower**	**Floor**	**Flat**
	8	30th & 31st Floor (Duplex)	A
Residential Car Parking Space* * *Please tick if the Tenderer SELECTS to purchase the residential car parking space(s) together with the relevant residential property. The corresponding residential car parking space no(s). which the Tenderer may select to purchase together with the residential property are set out herein. For the avoidance of doubt, the Tenderer of the residential property may select to purchase one or two or three of the corresponding residential car parking space(s):-*	**Residential Car Parking Space Floor & No.**		
	☐* G/F – G106 ☐* G/F – G107 ☐* G/F – G108		

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

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Section 4 – Payment plan

(If applicable) If the Tendered Property comprises more than one (1) property, the Tenderer must choose the same payment plan for all the Tendered Property. For details of the gifts, financial advantage or benefits, please refer to Annex 13.

ST21 Payment Plan (ST21)

1. Terms of Payment

- A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).

- The balance of the Purchase Price shall be paid within 180 days after the date of the Letter of Acceptance, but not earlier than 90 days after the date of the Letter of Acceptance. Subject to the aforesaid and to the proviso below, the Purchaser selects to pay the said 95% of the Purchase Price by installments as follows:

  - *[___% of the Purchase Price shall be paid within _____ days after the date of the Letter of Acceptance]

  - *[___% of the Purchase Price shall be paid within _____ days after the date of the Letter of Acceptance]

  - *[___% of the Purchase Price shall be paid within _____ days after the date of the Letter of Acceptance]

  - *[___% of the Purchase Price shall be paid within _____ days after the date of the Letter of Acceptance]

  - ___% of the Purchase Price (the balance of the Purchase Price) shall be paid within _____days after the date of the Letter of Acceptance

(*Please delete as appropriate)

Provided that the Purchaser hereby confirms that:

(i) there shall be a maximum of five (5) instalments for payment of the said 95% of the Purchase Price; and

(ii) if the total of the amount of percentages of the Purchase Price under the above 5 bullet points as inserted by the Purchaser is less than 95% of the Purchase Price, then the Purchaser shall be deemed to have irrevocably selected to pay 5% of the Purchase Price within 60 days after the date of the Letter of Acceptance; 5% of the Purchase Price within 120 days after the date of the Letter of Acceptance; 85% of the Purchase Price (as the balance of the Purchase Price) within 180 days after the date of the Letter of Acceptance; and

(iii) if the Purchaser fails to comply with any of the above specified payment selection requirements, then the Purchaser shall be deemed to have irrevocably selected to pay 5% of the Purchase Price within 60 days after the date of the Letter of Acceptance; 5% of the Purchase Price within 120 days after the date of the Letter of Acceptance; 85% of the Purchase Price (as the balance of the Purchase Price) within 180 days after the date of the Letter of Acceptance.

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

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

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

- **if the Stamp Duty Express is selected, then it is a condition that the Purchaser shall have paid to the Vendor at least 10% of the Purchase Price (after taking into account of the preliminary deposit) on or before signing the Agreement notwithstanding the Terms of Payment in this Payment Plan. For the avoidance of doubt, if the Purchaser does not fulfill the aforesaid condition, the Purchaser shall not be entitled to any Stamp Duty Express.**

  * ☐ I/We **select** the Stamp Duty Express, which amount shall be equal to _____ % of the Purchase Price (such amount being the "Stamp Duty Express"), provided that (a) the portion of the Stamp Duty Express for payment of ad valorem stamp duty shall be capped at 4.25% of the Purchase Price and (b) any remaining amount of the Stamp Duty Express (after payment of ad valorem stamp duty as aforesaid) shall be applied for part payment of balance of the Purchase Price of the Property (as a cash rebate).

  * ☐ I/We **do not select** the Stamp Duty Express.

(Please tick as appropriate)*

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

Please read carefully the contents in Part I of Annex 13 and the details of the gift(s), financial advantage(s) or benefit(s) in Part II of Annex 13.

(Applicable to corporate Tenderer only) If there are any changes (including any reduction, increase, substitution or replacement) in the shareholder structure and/or the directorship of the Tenderer at any time prior to (and including) the date of payment of balance of Purchase Price without the Vendor's written consent, the Tenderer shall not be entitled to the designated gift(s), financial advantage(s) or benefit(s). Please see paragraph 9 in Part I of Annex 13 for details.

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Section 5 – Related Tender(s)(if any) (only applicable to the Tenderer who is an individual) ***(† Please tick as appropriate)***

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

	Tower	Floor	Flat	Residential Car Parking Space No. (if applicable)
1.				
2.				

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

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

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

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

	Name of the Close Relative(s) (and other joint tenderer)	ID No.	Tower	Floor	Flat	Residential Car Parking Space No. (if applicable)
1.						
2.						

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

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

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

Section 6– Intermediary (if any)	
Name of sales person	
EA Licence No.	
Estate agency	
Contact No.	

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

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

Section 7 – Viewing of the Property (†Please tick either one)

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

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

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

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Section 8– 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 9 – 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
3. ☐ Cashier order(s) and /or cheque(s)
4. ☐ Tenderer's identification documents
5. ☐ Intermediary's licence (if applicable)
6. ☐ Documentary proof of close relative relationship (if applicable)
7. Documents in Annex, duly signed and completed by the Tenderer:
   - (1) ☐ Warning to Purchasers (undated)
   - (2) ☐ Vendor's Information Form (undated)
   - (3) ☐ Acknowledgement Letter Regarding Stamp Duty (undated)
   - (4) ☐ Letter Regarding Stamp Duty Express, Guarantee and Indemnity by Shareholder(s) of Purchaser and Guarantee and Indemnity by Director(s) of Purchaser (undated) (if applicable)
   - (5) ☐ Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers (undated)
   - (6) ☐ Acknowledgement Letter Regarding Marble and Stone Material (undated)
   - (7) ☐ Acknowledgement Letter Regarding Operation of Gondola (undated)
   - (8) ☐ Confirmation Letter Regarding Restriction on User and Assignment of Parking Space(s) (undated) (if applicable)
   - (9) ☐ Car Park Plan (if applicable)
   - (10) ☐ Acknowledgement Letter Regarding Physical State of Parking Space(s) (undated) (if applicable)
   - (11) ☐ Acknowledgement Letter Regarding Financing Plans (undated)
   - (12) ☐ Personal Information Collection Statement (undated)
   - (13) ☐ List of gifts, financial advantage or benefits

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Section 10 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)

We declare and agree as follows:-

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

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

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TENDERER MUST COMPLETE THIS PAGE

Section 11 – Signature of the Tenderer and witness	
I/We, the Tenderer, have read the entire Tender Document, the documents in the Annex, completed the Offer Form and the Schedule thereto. I/We agree to be bound by and confirm my/our acceptance the terms and conditions of the Tender Document. *(Note: The Offer Form must be signed by ALL of the Tenderers if there is more than one Tenderer. If the Tenderer is a company, the Offer Form must be signed by its authorized signatory(s) with company chop.)*	
Signed by the Tenderer: 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]

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第 3 部份：要約表格

(*由投標者填寫*)

致：**賣方**

1. <u>要約</u>

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

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. <u>如要約獲接納將構成有效協議</u>

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. <u>收取接納書的地址</u>

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. <u>聲明、陳述及保證</u>

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)。

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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			
住宅物業	**座數**	**樓層**	**單位**
	8	30 樓及 31 樓 (複式)	A 室
***住宅停車位** **如投標者**選擇**與相關住宅物業同時購買住宅停車位，請剔方格。此處列出投標者可選擇與相關住宅物業同時購買之相應住宅停車位。為免疑問，住宅物業的投標者可選擇購買**一個**或**兩個**或**三個**相應住宅停車位:-*	**住宅停車位樓層及編號**		
	☐* 地下- G106 ☐* 地下- G107 ☐* 地下- G108		

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第 3 節 – 投標價			
投標價 (HK$)	(如投標者選擇與住宅物業同時購買住宅停車位，投標價須包含住宅物業的價錢及住宅停車位的價錢。賣方無責任為投標者將投標價攤分予住宅物業及住宅停車位)		
銀行本票	金額 (HK$)	銀行	本票編號
支票	金額 (HK$)	銀行	支票編號

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第 4 節 – 支付辦法

(如適用) 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 13。

ST21 付款計劃 (ST21)

1. 支付條款

- 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。
- 樓價餘額於接納書的日期後 180 日內繳付，但不可早於接納書的日期後 90 日。在上文所述及下文的但書所規限下，買方選擇按以下分期繳付所述的樓價 95%：
  - *[樓價___%於接納書的日期後_____日內繳付]
  - *[樓價___%於接納書的日期後_____日內繳付]
  - *[樓價___%於接納書的日期後_____日內繳付]
  - *[樓價___%於接納書的日期後_____日內繳付]
  - 樓價___%(樓價餘額)於接納書的日期後_____日內繳付

*(*請刪去不適用者)*

但買方特此確認：
(i) 所述的樓價 95%最多分五(5)期繳付；及
(ii) 如果買方在上述 5 個點句中的填寫的總樓價百分比少於樓價 95%，買方將被視為不可撤銷地選擇於接納書的日期後 60 日內繳付樓價 5%、接納書的日期後 120 日內繳付樓價 5%及於接納書的日期後 180 日內繳付樓價 85%(樓價餘額)；及
(iii) 如果買方違反任何以上指明的選擇支付條件，買方將被視為不可撤銷地選擇於接納書的日期後 60 日內繳付樓價 5%、接納書的日期後 120 日內繳付樓價 5%及於接納書的日期後 180 日內繳付樓價 85 %(樓價餘額)。

註：成交日不可早於接納書的日期後 90 日。

2. 「印花稅直送」(指定贈品、財務優惠或利益)

- **只適用於投標者為個人或香港註冊成立的有限公司及其所有股東及董事均為個人**
- **如選擇印花稅直送，則買方須在簽署正式合約或之前，向賣方支付最少樓價10%（包括臨時訂金在內），不論本付款計劃載有的支付條款為何。為免疑問，如買方未能符合上述條件，買方將無權享有任何印花稅直送。**

* ☐ 本人／我們**選擇**「印花稅直送」，金額相等於樓價的_____%（該金額為「印花稅直送」），但(a)使用「印花稅直送」的部份以繳付從價印花稅之上限為樓價的 4.25%和(b) 任何「印花稅直送」之剩餘金額（在繳付上述從價印花稅後）將直接用於支付該物業的部份樓價餘額（作為現金回贈）。

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* ☐ 本人／我們<u>不選擇</u>「印花稅直送」。
*(*請剔適用者)*

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

敬請細閱附件 13 第 I 部份的內容及附件 13 第 II 部份內贈品、財務優惠或利益的詳情。

（只適用於公司投標者）如於支付樓價餘額的日期前（包括該日期），投標者的股東結構及／或董事於沒有得到賣方的書面同意下有任何變動（包括減少、增加、取代或更換），投標者將不會享有指定贈品、財務優惠或利益。詳情請參閱附件 13 第 I 部份的第 9 段。

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第 5 節 – 相關投標書 ***(如有)*** *(只適用於投標者為個人)* ***(†請剔適用者)***

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

	座數	樓層	單位	住宅停車位編號 (如適用)
1.				
2.				

請選擇以下其中一個選項：***(†請剔其中一個方格)***

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

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

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

	近親(及其他聯名投標者)之名稱	身份證號碼	座數	樓層	單位	住宅停車位編號 (如適用)
1.						
2.						

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

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

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為本第 5 節的目的，「近親」指投標者(或其中一位投標者)的配偶、父母、子女、兄弟、姊妹、祖父母、外祖父母、孫及孫女。

第 6 節 – 中介人(如有)	
地產代理姓名	
地產代理牌照號碼	
公司名稱	
聯絡電話	

關於中介人的聲明(僅於有指明中介人時適用)

本人／我們確認及聲明中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、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。

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*第 7 節 – 參觀該物業***(†*請剔其中一項*)**

†☐ 賣方已開放該物業以供本人／我們參觀，而本人／我們亦已參觀該物業。

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

賣方視為已符合《一手住宅物業銷售條例》第 2 部第 5 分部有關參觀已落成期數中的物業之要求。

*第 8 節 – 與賣方關係的聲明***(†*請剔適用者*)**

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

(如有以下情況，某人即屬賣方的「有關連人士」：
(a) 該人是賣方的董事，或該董事的父母、配偶或子女；
(b) 該人是賣方的經理；
(c) 該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
(d) 該人是賣方的有聯繫法團或控權公司；
(e) 該人是上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或
(f) 該人是上述有聯繫法團或控權公司的經理。

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

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第 9 節 – 遞交清單

以下文件連同本招標文件遞交(詳情見招標公告第 2.8 段)：

1. ☐ 招標文件及要約表格已填妥及簽署
2. ☐ 銀行本票及/或支票
3. ☐ 投標者的身份證明文件
4. ☐ 中介人的牌照(如適用)
5. ☐ 近親關係的證明文件(如適用)
6. 由投標者填妥並簽署的附件的文件：
   - (1) ☐ 對買方的警告(未有填上日期)
   - (2) ☐ 賣方資料表格(未有填上日期)
   - (3) ☐ 關於印花稅的確認書(未有填上日期)
   - (4) ☐ 關於印花稅直送的信件、買方股東之擔保及彌償及買方董事之擔保及彌償(未有填上日期) (如適用)
   - (5) ☐ 關於繼續開放物業予有興趣買家參觀的確認信(未有填上日期)
   - (6) ☐ 關於雲石及石材物料的確認信(未有填上日期)
   - (7) ☐ 關於吊船操作的確認書(未有填上日期)
   - (8) ☐ 關於財務計劃的確認信(未有填上日期)
   - (9) ☐ 關於車位用途及轉讓的限制之確認書(未有填上日期) (如適用)
   - (10) ☐ 車位平面圖 (如適用)
   - (11) ☐ 有關車位狀況之確認函(未有填上日期) (如適用)
   - (12) ☐ 個人資料收集聲明(未有填上日期)
   - (13) ☐ 贈品、財務優惠或利益的列表

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第 10 節 – 關於公司投標者的聲明(不適用於個人投標者)

我們聲明並同意如下：

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

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

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第 11 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]

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附件
Annex

*(附件不屬於招標文件的一部份。然而，投標者**須簽署**以下標有"#"號的文件並連同招標文件一拼**遞交**及（如適用）**須簽署**以下標有"*"號的文件並連同招標文件一拼**遞交**。)*
*(The Annex does not form part of the Tender Document. However, the Tenderer should note documents marked with "#" **should be signed and submitted** together with the Tender Document and (if applicable) documents marked with "*" **should be signed and submitted** together with the Tender Document.)*

1. 對買方的警告 #
   Warning to Purchasers #

2. 賣方資料表格 #
   Vendor's Information Form #

3. 關於印花稅的確認書 #
   Acknowledgement Letter Regarding Stamp Duty #

4. (只適用於選擇有「印花稅直送」的付款計劃的投標者) 關於印花稅直送的信件、買方股東之擔保及彌償及買方董事之擔保及彌償 *
   (For Tenderer selecting payment plan with Stamp Duty Express only) Letter Regarding Stamp Duty Express, Guarantee and Indemnity by Shareholder(s) of Purchaser and Guarantee and Indemnity by Director(s) of Purchaser *

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

6. 關於雲石及石材物料的確認信#
   Acknowledgement Letter Regarding Marble and Stone Material #

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

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

9. 關於車位用途及轉讓的限制之確認書 *
   Confirmation Letter Regarding Restriction on User and Assignment of Parking Space(s) *

10. 車位平面圖 *
    Car Park Plan *

11. 有關車位狀況之確認函 *
    Acknowledgement Letter Regarding Physical State of Parking Space(s) *

12. 個人資料收集聲明 #
    Personal Information Collection Statement #

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

14. 律師收費表
    Legal fees table

15. 嚴禁清洗黑錢宣傳單張
    "Keep Money Laundering Away from Hong Kong" Leaflet

Annex 1
附件 1

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

WARNING TO PURCHASERS
PLEASE READ CAREFULLY
對買方的警告
買方請小心閱讀

Vendor 賣方	Polarland Limited 寶崙有限公司			
Address 地址	Ultima /天鑄 (23 Fat Kwong Street, Ho Man Tin, Kowloon)（九龍何文田佛光街 23 號）			
Property 本物業	Residential property 住宅物業	Tower 座數	Floor 樓層	Flat 單位
		8	30th & 31st Floor (Duplex)(複式)	A
	Residential Car Parking Space 住宅停車位	Floor 樓層	Residential Car Parking Space No. 住宅停車位編號	
		G 地下		
Purchaser(s) 買方				
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼				
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

(a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。

(b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。

(c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。

(d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。

(e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

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

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

Signed by the Purchaser(s) 買方簽署

Annex 2
附件 2

TENDERER MUST COMPLETE THIS PAGE (IF APPLICABLE)
投標者須填妥本頁(如適用)

Vendor's Information Form
賣方資料表格

Vendor 賣方	Polarland Limited 寶崙有限公司			
Address 地址	Ultima /天鑄 (23 Fat Kwong Street, Ho Man Tin, Kowloon)（九龍何文田佛光街 23 號）			
Property 本物業	Residential property 住宅物業	Tower 座數	Floor 樓層	Flat 單位
		8	30th & 31st Floor (Duplex)(複式)	A
	Residential Car Parking Space 住宅停車位	Floor 樓層	Residential Car Parking Space No. 住宅停車位編號	
		G 地下		
Purchaser(s) 買方				
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼				
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

a) The amount of the management fee that is payable for the Property 須就該物業支付的管理費用的款額	HK$11,861 per month 港幣$11,861 每月計
b) The amount of the Government rent (if any) that is payable for the Property 須就該物業繳付的地稅 (如有的話) 的款額	HK$10,062 per quarter 港幣$10,062 每季計
c) The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	No 沒有
d) The name of the manager of the Phase 期數的管理人的姓名或名稱	Supreme Management Services Limited 超卓管理服務有限公司
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 Phase 賣方自政府或管理處接獲的關乎期數中的住宅物業的擁有人須分擔的款項的任何通知	No 沒有
f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Phase 賣方自政府接獲的規定賣方拆卸期數的任何部分或將期數的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響該物業的任何待決的申索	No 沒有

Date of Printing: 21/10/2026
印製日期: 21/10/2026

Signed by the Purchaser(s) 買方簽署

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Annex 3
附件 3

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

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

Vendor 賣方	Polarland Limited 寶崙有限公司			
Address 地址	Ultima /天鑄 (23 Fat Kwong Street, Ho Man Tin, Kowloon)（九龍何文田佛光街 23 號）			
Property 本物業	Residential property 住宅物業	Tower 座數	Floor 樓層	Flat 單位
		8	30th & 31st Floor (Duplex)(複式)	A
	Residential Car Parking Space 住宅停車位	Floor 樓層	Residential Car Parking Space No. 住宅停車位編號	
		G 地下		
Purchaser(s) 買方				
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼				
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

The Purchaser hereby confirms and acknowledges that the Purchaser is aware of the following and their implications prior to the signing of the preliminary agreement for sale and purchase ("**Preliminary Agreement**") and the formal agreement for sale and purchase ("**Agreement for Sale and Purchase**") of the Property:
買方謹此確認及知悉在簽署本物業之臨時買賣合約(「**臨時合約**」)及正式買賣合約(「**買賣合約**」)之前，買方已獲悉以下事項及其影響：

Increasing AVD rate for instruments of residential property with value above HK$100 million
調高價值港幣 1 億元以上的住宅物業的從價印花稅的稅率

1. In the 2026-27 Budget, the Financial Secretary proposed to increase the ad valorem stamp duty ("**AVD**") rate for instruments of residential property with value above $100 million from 4.25% to 6.5% with effect from 26 February 2026. The Government will introduce the Stamp Duty (Amendment) Bill 2026 into the Legislative Council to take forward the proposed adjustment. Subject to the enactment of the amendment ordinance, the new rates in Part 1 of Scale 1 and Scale 2 apply to any instrument of residential property executed on or after 26 February 2026. A new Scale 3 applies to instruments of non-residential property. There is no adjustment in the rates.
財政司司長於 2026-27 財政預算案中建議，由 2026 年 2 月 26 日起，調高價值 1 億元以上住宅物業的「從價印花稅」的稅率，由 4.25%上調至 6.5%。政府將向立法會提交《2026 年印花稅（修訂）條例草案》，以實施擬議調整。待修訂條例生效後，第 1 標準第 1 部及第 2 標準的新稅率適用於任何在 2026 年 2 月 26 日或之後簽立的住宅物業文書。新增第 3 標準稅率將適用於非住宅物業文書，稅率並無調整。

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

2. The Stamp Duty (Amendment) Ordinance 2025 ("**2025 Amendment Ordinance**") was published in the Gazette on 16 May 2025 to give effect to a proposal in the 2025-26 Budget to raise the maximum value of properties chargeable to a stamp duty of $100 to $4 million with effect from 26 February 2025. Under the 2025 Amendment Ordinance, unless otherwise provided, the new value bands will be applicable to any instrument executed on or after 26 February 2025 for the sale and purchase or transfer of residential or non-residential property.
《2025 年印花稅（修訂）條例》（《2025 年修訂條例》）已於 2025 年 5 月 16 日刊憲，以實施 2025-26 年度財政預算案中的建議，將 100 元印花稅適用的物業價值上限調高至 4 百萬元，由 2025 年 2 月 26 日起生效。根據《2025 年修訂條例》，除另有規定外，新稅階適用於任何在 2025 年 2 月 26 日或之後所簽立以買賣或轉讓住宅或非住宅物業的交易文書。

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

3. The Stamp Duty (Amendment) Ordinance 2024 ("**2024 Amendment Ordinance**") was published in the Gazette on 19 April 2024 to give effect to the proposals in the 2024-25 Budget to cancel all demand-side management measures for residential

properties. Under the 2024 Amendment Ordinance, (a) the AVD rate of 7.5% under Part 1 of Scale 1 is amended to the same rate as those of AVD at Scale 2 with effect from 28 February 2024; and (b) any instrument executed on or after 28 February 2024 for the sale and purchase or transfer of residential property is no longer subject to special stamp duty and buyer's stamp duty.
《2024 年印花稅（修訂）條例》（《2024 年修訂條例》）已於 2024 年 4 月 19 日刊憲，以實施 2024-25 年度財政預算案中的建議，即撤銷所有住宅物業需求管理措施。根據《2024 年修訂條例》，(a) 由 2024 年 2 月 28 日起，第 1 標準第 1 部之下百分之七點五的從價印花稅稅率修訂為與從價印花稅第 2 標準的稅率相同；及 (b) 在 2024 年 2 月 28 日或之後所簽立以買賣或轉讓住宅物業的文書均無須徵收額外印花稅及買家印花稅。

Series of transactions
系列交易

4. Purchaser should be aware that the purchase of two or more properties from the same vendor on the same date or within a short time span under two or more Preliminary Agreements / Agreements for Sale and Purchase may be considered by the Stamp Office to form a larger transaction or series of transactions. In such scenario, the AVD of the Preliminary Agreements / Agreements for Sale and Purchase will then be computed at the rate pertinent to the total amount or value of the considerations of all the properties.
買方應注意，在同一日或一段短時間內根據兩份或以上的臨時合約／買賣合約向相同的賣方購買兩個或以上的物業，可能會被印花稅署視為構成一宗更大交易或一系列交易。 在此情況下，臨時合約／買賣合約的從價印花稅將按所有物業的總代價款額或價值的從屬印花稅率計算。

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

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

6. The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors within 1 month from the date of the Agreement for Sale and Purchase, a certified true copy of the Agreement for Sale and Purchase duly stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.
在買賣合約訂立之日起 1 個月內，買方承諾向賣方律師交付並促使其律師向賣方律師交付一份已加蓋應付印花稅之買賣合約的認證副本，或印花證明書的認證副本，以證明已完全繳付買賣合約之印花稅。

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

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

Other Matters
其他事項

8. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.
本人／我們確認及知悉，若本人／我們不能全數或準時支付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，本人／我們須就此向賣方作出十足的彌償。

9. I/We acknowledge that this acknowledgement letter does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt.
本確認書不構成你們給予本人／我們任何意見或陳述。本人／我們明白如有疑問，本人／我們應徵詢專業人士之意見。

10. Nothing in this acknowledgement letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.
本確認書任何條款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。

11. The Chinese translation of this acknowledgement letter is for reference purposes only. In case of any dispute, the English version shall prevail.
本確認書中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Annex 4
附件 4

TENDERER MUST COMPLETE THIS PAGE (IF APPLICABLE)
投標者須填妥本頁(如適用)

Letter Regarding Stamp Duty Express
關於印花稅直送的信件

Vendor 賣方	Polarland Limited 寶崙有限公司			
Address 地址	Ultima /天鑄 (23 Fat Kwong Street, Ho Man Tin, Kowloon)（九龍何文田佛光街 23 號）			
Property 本物業	Residential property 住宅物業	Tower 座數	Floor 樓層	Flat 單位
		8	30th & 31st Floor (Duplex)(複式)	A
	Residential Car Parking Space 住宅停車位	Floor 樓層	Residential Car Parking Space No. 住宅停車位編號	
		G 地下		
Purchaser(s) 買方				
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼				
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

To: The Purchaser
致：買方

1. We, Polarland Limited, refer to your purchase of the Property under a preliminary agreement for sale and purchase (the "**Preliminary Agreement**").
本公司寶崙有限公司現就閣下根據一份臨時買賣合約（以下稱「**臨時合約**」）購買本物業一事致函閣下。

2. The purpose of this letter is to confirm our offer to you, subject to and in accordance with the terms and conditions of this letter, in particular the fulfillment of your obligations in paragraph 3 below:-
本信件之目的是為了確認本公司按照本信件所列的條款與細則（尤其是有關閣下履行以下第 3 段所列責任的條款），向閣下提供：-

   "Stamp Duty Express" which amount shall be equal to the amount specified in the Offer Form (as defined in the Preliminary Agreement).
「印花稅直送」金額相等於要約表格（定義見臨時合約）中所指明的金額。

   The primary purpose of "Stamp Duty Express" is for payment (or part payment) of AVD on behalf of the Purchaser. Only the amount of "Stamp Duty Express" to the extent of the specified cap as set out in the Offer Form is for payment (or part payment) of AVD. The portion of "Stamp Duty Express" that is for payment (or part payment) of AVD as aforesaid is hereinafter referred to as "**AVD Portion**". The portion or remaining amount of "Stamp Duty Express" not so used as aforesaid (hereinafter referred to as "**Remaining Portion**") will be applied for part payment of the balance of purchase price of the Property directly (as a cash rebate).
「印花稅直送」的主要用途為代買方繳付從價印花稅（或其部份）。不多於要約表格中列明的指明上限金額之「印花稅直送」部份將用於繳付從價印花稅（或其部份）。如前述用於繳付從價印花稅（或其部份）之「印花稅直送」部份以下稱為「從價印花稅**部份**」。沒有如前述用途使用之「印花稅直送」部份或剩餘金額（以下稱為「**剩餘部份**」）將直接用於支付本物業的部份樓價餘額（作為現金回贈）。

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

   (a) (Applicable to Corporate Purchaser only) You shall provide, at the same time of signing this letter, Guarantee and Indemnity (each in the form attached to this letter without amendments) signed by all your shareholders and all your directors regarding refund of "Stamp Duty Express" and other matters relating to "Stamp Duty Express".

（只適用於公司買方）閣下須在簽署本函時提供由閣下所有股東及所有董事簽署有關退還「印花稅直送」及有關「印花稅直送」的其他事項的擔保及彌償（每份擔保及彌償均以本信件所附的格式及不得作出修改）。

(b) You shall execute a legally binding formal agreement for sale and purchase of the Property (in the form prescribed by the Vendor without amendments)(the "**Agreement for Sale and Purchase**") in accordance with the terms and conditions of the Preliminary Agreement.
閣下須按照臨時合約的條款與細則，簽署一份有法律約束力的正式買賣合約（按賣方規定的格式及不得作出修改）（以下稱「**買賣合約**」）。

(c) You shall make payment of the further deposit, additional deposit(s), further part payment(s) and balance of purchase price within the time specified in the Agreement for Sale and Purchase and perform and observe all other terms and conditions in the Preliminary Agreement and the Agreement for Sale and Purchase. If you have selected Stamp Duty Express, it is a condition that you shall have paid at least 10% of the Purchase Price (after taking into account the preliminary deposit) on or before signing the Agreement for Sale and Purchase notwithstanding the terms of payment in the relevant payment plan. For the avoidance of doubt, if you do not fulfill the aforesaid condition, you shall not be entitled to any Stamp Duty Express.
閣下須於買賣合約規定的限期內支付加付訂金、額外訂金、進一步的部分付款及樓價餘額，並履行及遵守臨時合約和買賣合約所有其他條款與細則。如閣下選擇了「印花稅直送」，閣下必須於簽署買賣合約或之前已繳付最少樓價 10% (包括臨時訂金在內)，不論有關付款計劃載有的支付條款為何。為免疑問，如閣下未能符合上述條件，閣下將無權享有任何印花稅直送。

(d) Upon signing of the Agreement for Sale and Purchase,
在簽署買賣合約之時，

(i) You shall deposit with the Vendor's solicitors a fund for the Vendor's solicitors to arrange for the Agreement for Sale and Purchase and (where required by the Stamp Duty Ordinance) the Preliminary Agreement to be stamped by the Collector of Stamp Revenue within the time limit prescribed by the Stamp Duty Ordinance. The amount of the fund is equal to the amount of AVD on the Agreement for Sale and Purchase (including the fixed fee for stamping a counterpart of the Agreement for Sale and Purchase) and (where required by the Stamp Duty Ordinance) the Preliminary Agreement less the amount of "AVD Portion". The above arrangement is without prejudice to your obligation to pay stamp duty under the Agreement for Sale and Purchase.
閣下須向賣方代表律師存放一筆款項，以使賣方代表律師安排在《印花稅條例》訂明的時限內讓印花稅署署長為買賣合約及（如《印花稅條例》要求）臨時合約加蓋印花。該筆款項金額相等於買賣合約的從價印花稅(包括加蓋買賣合約副本的定額費用及（如《印花稅條例》要求）臨時合約的從價印花稅，減「從價印花稅部份」的金額。以上安排是不減損閣下在買賣合約下支付印花稅的責任。

(ii) You shall provide the following to the Vendor's solicitors:
閣下須向賣方代表律師提供以下文件：

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

(iii) (*Applicable to Corporate Purchaser only)* You shall provide copies of the following to the Vendor/ Vendor's solicitors:
（*只適用於公司買方*）閣下須向賣方或賣方代表律師提供以下文件副本：

- Register of Directors of the Purchaser as at the date of this letter and as at the date of signing of the Agreement for Sale and Purchase;
  買方的董事登記冊（截止本信件日期及截止簽署買賣合約日期）;
- Register of Shareholders of the Purchaser as at the date of this letter and as at the date of signing of the Agreement for Sale and Purchase; and
  買方的股東登記冊（截止本信件日期及截止簽署買賣合約日期）; 及
- Any other documents, confirmation and information as requested by the Vendor to show and prove the number and identity of all of the directors and shareholders of the Purchaser as at the date of this letter and as at the date of signing of the Agreement for Sale and Purchase.
  賣方要求顯示和證明買方董事和股東的數目和身分的任何其他文件、確認和資料（截止本信件日期及截止簽署買賣合約日期）。

(e) (*Applicable to Corporate Purchaser only)* On the date of payment of balance of purchase price of the Property, you shall provide copies the following to the Vendor/ Vendor's solicitors:
（*只適用於公司買方*）於支付本物業樓價餘額的日期，買方須向賣方或賣方代表律師提供以下文件副本:

- Register of Directors of the Purchaser as at the date of payment of balance of purchase price of the Property;
  買方的董事登記冊（截止支付樓價餘額的日期）;
- Register of Shareholders of the Purchaser as at the date of payment of balance of purchase price of the Property; and
  買方的股東登記冊（截止支付樓價餘額的日期）; 及
- Any other documents, confirmation and information as requested by the Vendor to show and prove the number and identity of all of the directors and shareholders of the Purchaser as at the date of payment of balance of purchase price of the Property.
  賣方要求顯示和證明截至支付樓價餘額的日期買方董事和股東的數目和身分的任何其他文件、確認和資料。

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

5. The "AVD Portion" will be applied by the Vendor directly for payment (or part payment) of the AVD chargeable on the Agreement for Sale and Purchase on your behalf. You shall remain primarily liable for payment of the AVD, and shall be responsible for payment of the difference (if any) between the actual amount of AVD and the amount of the "AVD Portion", the fixed fee for stamping a counterpart of the Agreement for Sale and Purchase and (where required by the Stamp Duty Ordinance) the Preliminary Agreement.
賣方將應用「AVD 部份」直接代閣下繳付買賣合約的應繳的從價印花稅（或其部份）。閣下仍須負上繳付從價印花稅的主要責任，及須負責繳付實際從價印花稅的金額與「AVD 部份」的金額之間的差額（如有）、加蓋買賣合約副本及（如印花稅條例要求）臨時合約的定額費用。

6. After the "AVD Portion" has been applied for payment (or part payment) of the AVD by the Vendor for the first time:
在賣方首次應用「AVD 部份」繳付從價印花稅（或其部份）後：

   (a) Subject to settlement of the balance of the purchase price in accordance with the Agreement for Sale and Purchase, the Vendor will apply the "Remaining Portion" (if any, as a cash rebate) for part payment of the balance of the purchase price of the Property directly.
   在閣下按買賣合約付清樓價餘額的情況下，賣方會將「剩餘部份」（如有，作為現金回贈）直接用於支付本物業的部份樓價餘額。

   (b) After the Vendor has paid or applied the "Stamp Duty Express" as aforesaid, the Vendor's obligation to you under this benefit will be discharged. Even if there is a change in the purchase price in the future (whether due to your application to change the terms of payment which has been approved by the Vendor or other reason) or the purchase of the Property shall be considered by the Stamp Office to form part of a larger transaction or series of transactions, the amount of the "Stamp Duty Express" will not be adjusted as a result thereof and the Vendor is no longer required to pay any additional stamp duty for you.
   賣方在如前述繳付或應用「印花稅直送」後，賣方對閣下關於此優惠的責任將完結。即使樓價日後有更改（不論是否因閣下日後申請更改支付辦法獲得賣方同意或其他原因）或本物業的購買被印花稅署視為構成一宗更大交易或一系列交易的一部分，「印花稅直送」的金額亦不會因此而調整，賣方亦無須向閣下代繳任何進一步的印花稅。

7. If the Purchaser does not complete the purchase of the Property in accordance with the Agreement for Sale and Purchase, the full amount of the "Stamp Duty Express" shall be refunded to the Vendor, notwithstanding the AVD has not been refunded by the Government.
如閣下沒有按買賣合約完成購買本物業，「印花稅直送」的全額將須退還給賣方，即使政府還沒有退還從價印花稅。

8. The Vendor hereby expressly reserve its rights to claim against you for any damages and to apply for refund of the paid AVD ("**Refund**") from Inland Revenue Department if you fail to complete the sale and purchase of the Property in accordance with the terms and conditions of the Agreement for Sale and Purchase. In the event that the paid AVD (or any part thereof) ceases to be payable because of the cancellation or termination of the Agreement for Sale and Purchase for whatever reason, you shall forthwith carry out all steps and actions as required by the Vendor to assist the Vendor to obtain the Refund from the competent authorities. You hereby agree that, whether or not the Agreement for Sale and Purchase has been cancelled or terminated, you shall, upon the request of the Vendor, sign any relevant forms and documents for the purpose of enabling the Vendor to claim

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

9. The Vendor will under no circumstance be responsible for any penalty or loss if there is any late payment of stamp duty, whether or not due to any late payment of the "Stamp Duty Express" (or any part thereof) for whatever reason.
於任何情況下，無論是否因延遲發放「印花稅直送」（或其任何部分）或因任何原因而未有如期繳付印花稅，賣方均無須就任何罰款或損失負責。

10. The benefit in this letter is personal to you and is only available to you as a purchaser of the Property who signs a preliminary agreement for sale and purchase of a residential property in Ultima. In any event, you shall only be entitled to receive the "Stamp Duty Express" once for each residential property. The rights or benefits conferred on you under this letter are non-assignable and non-transferable.
本信件的利益屬於閣下個人所有，並且僅向作為簽署購買天鑄的住宅物業的臨時買賣合約的買方提供。不管怎樣，閣下只可就每個住宅物業有權使用印花稅直送一次。本信件賦予閣下的權利或利益不得轉讓或轉移。

11. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase. All the rights and remedies of the Vendor under the Agreement for Sale and Purchase shall not be affected by these terms and conditions. The terms and conditions herein constitute an agreement between the parties hereto independent from your purchase of the Property and the Agreement for Sale and Purchase and nothing herein contained or any failure by any party hereto to observe or perform any of its obligation hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Agreement for Sale and Purchase, or the rights, duties or obligations of the parties to the Agreement for Sale and Purchase. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, you shall remain liable to be bound to observe and perform all the terms and conditions in the Agreement for Sale and Purchase and to complete the purchase of the Property in accordance with the provisions of the Agreement for Sale and Purchase. The terms and conditions herein will not exonerate or exempt the Purchaser from being liable for his failure to complete the purchase. Any claim that you may have under or in relation to or in connection with the terms and conditions herein shall be a claim against the Vendor for damages only.
本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。賣方所有買賣合約下之權利及補償均不受本信件的條件及條款影響。於本信件的條款及條件構成於此所載之各方之間訂立的協議，且獨立於閣下購買本物業及買賣合約，於本信件的任何內容或任何一方如未能遵守或履行其本信件之任何責任，則買賣合約的運作、有效性或可強制執行性或買賣合約之下各方的權利、義務或責任亦不會被任何方式損害、變更或影響。為免生疑，若賣方未能履行其於本信件之責任，閣下仍須遵守及履行買賣合約的所有條款及條件及按買賣合約的條款完成購買本物業。本信件的條款及條件不排除或豁免閣下在未能完成買賣時需負之責任。閣下所有按或就本信件的條款及條件提出的或與本信件的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。

12. For the purpose of this letter,
就本信件而言，

"**AVD**" means the ad valorem stamp duty chargeable on the Preliminary Agreement and the Agreement for Sale and Purchase under the Stamp Duty Ordinance.
「**從價印花稅**」是指根據《印花稅條例》對臨時合約和買賣合約徵收的從價印花稅。

"**Stamp Duty Ordinance**" means the Stamp Duty Ordinance (Cap. 117) as amended from time to time.
「**《印花稅條例》**」是指經不時修訂的《印花稅條例》（香港法例第 117 章）。

13. The parties do not intend any term of this letter to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623)(the "**CRTPO**") and agree that this letter shall be excluded from the application of the CRTPO.
各方無意賦予任何第三者權利依據《合約(第三者權利)條例》（第 623 章）（「該條例」）強制執行本信件下任何條款，並且同意排除該條例對本信件的適用。

14. In case of dispute, we reserve our rights to make the final decision on all matters arising from this letter and such decision shall be binding on you.
如有爭議，本公司有權就本信件引起的所有事宜作最後決定，該決定對閣下有約束力。

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

TENDERER MUST COMPLETE THIS PAGE (IF APPLICABLE)
投標者須填妥本頁(如適用)

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

Authorized Signature(s)
授權人士簽署

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After due and careful consideration of the contents of this letter, I/we agree to accept the same and be bound by all the terms and conditions herein set out.
經小心考慮本信件的內容後，本人/吾等同意接受本信件所列的所有條款與細則及受其約束。

Signed by the Purchaser(s) 買方簽署

Note: Please use Block Letters. All fields in this notice must be completed. This form must be signed by ALL of the Purchasers if there are more than one Purchaser(s). If the Purchaser is a corporation, this form must be signed by its authorized signatory(s) with company chop.
附註：請使用正楷。本表格的所有欄必須填寫。本表格須由所有買方簽署。如買方為公司，須由公司之授權人士簽署及蓋上公司印鑑。

Annex 4
附件 4

TENDERER MUST COMPLETE THIS PAGE (IF APPLICABLE)
投標者須填妥本頁(如適用)

Guarantee and Indemnity by Shareholder(s) of Purchaser
買方股東之擔保及彌償

Vendor 賣方	Polarland Limited 寶崙有限公司			
Address 地址	Ultima /天鑄 (23 Fat Kwong Street, Ho Man Tin, Kowloon)（九龍何文田佛光街 23 號）			
Property 本物業	Residential property 住宅物業	Tower 座數	Floor 樓層	Flat 單位
		8	30th & 31st Floor (Duplex)(複式)	A
	Residential Car Parking Space 住宅停車位	Floor 樓層	Residential Car Parking Space No. 住宅停車位編號	
		G 地下		
Purchaser(s) 買方				
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼				
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

1. In consideration of the offer of "Stamp Duty Express" by the Vendor to the Purchaser, I/we, the undersigned, being the sole shareholder / all the shareholders of the Purchaser, hereby irrevocably and unconditionally, as primary obligor, undertake(s) and guarantee(s) (collectively the "Guarantee") as follows:-
鑒於賣方向買方提供「印花稅直送」，本人/我們，即下方簽署人，作為買方之唯一股東/所有股東，在此不可撤銷地及無條件地，作為主要責任人，作出以下承諾及擔保（「擔保」）:-

   (a) I/We shall not, at any time prior to (and including) the date of payment of balance of purchase price of the Property, do any act or cause any act to be done which may cause any change to the shareholder structure of the Purchaser (including any reduction, increase, substitution or replacement) without the Vendor's written consent (the "Prohibited Change"), including but without limitation to:-
   本人/我們，於支付該物業的樓價餘額的日期前（包括該日期），在沒有得到賣方的書面同意下，不可作出任何行為或促使任何行為，以致可能對買方的股東結構造成任何變動（包括減少、增加、取代或更換）（「禁止的變更」），包括但不限於:-

      (i) transfer of shares (whether among the existing shareholders or otherwise); and
      股份轉讓 (不論在現有股東之間或其他); 及

      (ii) approving allotment of new shares (whether pro rata or not);
      批准新股份的配發(無論是否按比例）。

   (b) If the Purchaser does not complete the purchase of the Property in accordance with the Agreement for Sale and Purchase, I/we shall procure the Purchaser to refund the full amount of the "Stamp Duty Express" to the Vendor forthwith. In the event that the Purchaser fails to make the refund as aforesaid for whatever reason, I/we, as primary debtor, shall be personally liable to refund the full amount of the "Stamp Duty Express" to the Vendor forthwith, notwithstanding the AVD has not been refunded by the Government.
   如買方沒有按買賣合約完成購買該物業，本人/我們將促使買方立即退還「印花稅直送」的全額給賣方。如果買方不論任何原因未有如前述作出退款，本人/我們，作為主要債務人，將承擔個人責任立即退還「印花稅直送」的全額給賣方，即使政府還沒有退還從價印花稅。

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

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(d) I/we shall indemnify the Vendor and keep the Vendor indemnified against any loss damages demands suits actions proceedings costs and expenses arising out of or directly or indirectly connected with occurrence of any Prohibited Change and any breach of any of the Guarantee herein contained.
本人/我們須彌償賣方，並使賣方免受因任何禁止的變更的發生以及任何違反本文所含任何擔保而引起的直接或間接相關的任何損失、損害、要求訴訟、訴訟費用和開支。

2. Where there is more than one shareholder of the Purchaser, all the Guarantee shall be given by all such shareholders on a joint and several basis.
如買方有多於一名股東，所有股東須以共同及各自的方式作出所有擔保。

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

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

Annex 4
附件 4

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Guarantee and Indemnity by Director(s) of Purchaser
買方董事之擔保及彌償

Vendor 賣方	Polarland Limited 寶崙有限公司			
Address 地址	Ultima /天鑄 (23 Fat Kwong Street, Ho Man Tin, Kowloon)（九龍何文田佛光街 23 號）			
Property 本物業	Residential property 住宅物業	Tower 座數	Floor 樓層	Flat 單位
		8	30th & 31st Floor (Duplex)(複式)	A
	Residential Car Parking Space 住宅停車位	Floor 樓層	Residential Car Parking Space No. 住宅停車位編號	
		G 地下		
Purchaser(s) 買方				
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼				
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

1. In consideration of the offer of "Stamp Duty Express" by the Vendor to the Purchaser, I/we, the undersigned, being the sole director / all the directors of the Purchaser, hereby irrevocably and unconditionally, as primary obligor, undertake(s) and guarantee(s) (collectively the "Guarantee") as follows:-
   鑒於賣方向買方提供「印花稅直送」，本人/我們，即下方簽署人，作為買方之唯一董事/所有董事，在此不可撤銷地及無條件地，作為主要責任人，作出以下承諾及擔保（「擔保」）:-

   (a) I/We shall not, at any time prior to (and including) the date of payment of balance of purchase price of the Property, do any act or cause any act to be done which may cause any change to the directorship of the Purchaser (including any reduction, increase, substitution or replacement) without the Vendor's written consent (the "Prohibited Change"), including but without limitation to:-
   本人/我們，於支付該物業的樓價餘額的日期前（包括該日期），在沒有得到賣方的書面同意下，不可作出任何行為或促使任何行為，以致可能對買方的董事造成任何變動（包括任何減少、增加、取代或更換）（「禁止的變更」），包括但不限於:-
   (i) submit resignation;
   提出請辭;
   (ii) approving resignation of any of the existing directors; and
   批准任何現有董事的請辭; 及
   (iii) approving appointment of any new director;
   批准任何新董事的委任 。

   (b) If the Purchaser does not complete the purchase of the Property in accordance with the Agreement for Sale and Purchase, I/we shall procure the Purchaser to refund the full amount of the "Stamp Duty Express" to the Vendor forthwith. In the event that the Purchaser fails to make the refund as aforesaid for whatever reason, I/we, as primary debtor, shall be personally liable to refund the full amount of the "Stamp Duty Express" to the Vendor forthwith, notwithstanding the AVD has not been refunded by the Government.
   如買方沒有按買賣合約完成購買該物業，本人/我們將促使買方立即退還「印花稅直送」的全額給賣方。如果買方不論任何原因未有如前述作出退款，本人/我們，作為主要債務人，將承擔個人責任立即退還「印花稅直送」的全額給賣方，即使政府還沒有退還從價印花稅。

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

(d) I/we shall indemnify the Vendor and keep the Vendor indemnified against any loss damages demands suits actions proceedings costs and expenses arising out of or directly or indirectly connected with occurrence of any Prohibited Change and any breach of any of the Guarantee herein contained.
本人/我們須彌償賣方，並使賣方免受因任何禁止的變更的發生以及任何違反本文所含任何擔保而引起的直接或間接相關的任何損失、損害、要求訴訟、訴訟費用和開支。

2. Where there is more than one director of the Purchaser, all the Guarantee shall be given by all such directors on a joint and several basis.
如買方有多於一名董事，所有董事須以共同及各自的方式作出所有擔保。

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

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

Annex 5
附件 5

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

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

Vendor 賣方	Polarland Limited 寶崙有限公司		
Address 地址	Ultima /天鑄 (23 Fat Kwong Street, Ho Man Tin, Kowloon)（九龍何文田佛光街 23 號）		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	8	30th & 31st Floor (Duplex)(複式)	A
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

I/We, the undersigned, hereby acknowledge and confirm that before the signing of the Preliminary Agreement for Sale and Purchase ("**Preliminary Agreement**") of the Property, I/we am/are fully aware of and accept the following matters :-
本人／我們，下述簽署人，僅此聲明及確認在簽署該物業之臨時買賣合約(「**臨時合約**」)之前，本人／我們清楚明白及接受下列事項:-

1. After my/our signing of the Preliminary Agreement of the Property, the Property will continue to be made available for viewing by potential purchasers until completion of the sale and purchase of the Property.
   在本人／我們簽署該物業的臨時合約之後直至該物業的買賣完成之前，該物業將會繼續開放供有興趣買家參觀。

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

Signed by the Purchaser(s) 買方簽署

197289530

Annex 6
附件 6

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

Acknowledgement Letter Regarding Marble and Stone Material
關於雲石及石材物料的確認信

Vendor 賣方	Polarland Limited 寶崙有限公司		
Address 地址	Ultima /天鑄 (23 Fat Kwong Street, Ho Man Tin, Kowloon)（九龍何文田佛光街 23 號）		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	8	30th & 31st Floor (Duplex)(複式)	A
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

I/We, the undersigned, hereby acknowledge and confirm that before the signing of the Preliminary Agreement for Sale and Purchase ("**Preliminary Agreement**") of the Property, I/we am/are fully aware of and accept the following matters :-
本人／我們，下述簽署人，僅此知悉及確認在簽署本物業之臨時買賣合約(「**臨時合約**」)之前，本人／我們清楚明白及接受下列事項:-

1. I/We have inspected the marble and stone material in the Property **or** I/We have inspected the marble and stone material in the Comparable Residential Propert(ies) of the Property and I am/We are fully aware, and understand and accept that the same may have natural difference(s) in colour and/or pattern in the Property (as the case maybe).

   本人／我們已視察本物業內的住宅物業內的雲石及石材物料**或**，本人／我們已視察與本物業相若的住宅物業內的雲石及石材物料，並且充分知悉，清楚明白及接受本物業內的雲石及石材物料顏色及花紋的顏色及/或紋理的自然差異(視屬何情況而定)。

2. I/We shall not (i) raise any objection or complaint in relation to the colour and pattern of the marble and stone material in the Property or (ii) request for the change or replacement of the marble and stone material in the Property due to the aforesaid reasons.
   本人／我們不可 (i) 就本物業內的雲石及石材物料的顏色及花紋提出任何反對或投訴或 (ii) 因前述原因要求更換或替換本物業內的雲石及石材物料。

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

Annex 7
附件 7

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

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

Vendor 賣方	Polarland Limited 寶崙有限公司		
Address 地址	Ultima /天鑄 (23 Fat Kwong Street, Ho Man Tin, Kowloon)（九龍何文田佛光街 23 號）		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	8	30th & 31st Floor (Duplex)(複式)	A
Purchaser(s) 買方			
I.D. / B.R. No. 身份證/商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

I/We, the undersigned, hereby acknowledge and are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that :-
本人 / 吾等，下方簽署人，特此確認，本人 / 吾等簽署本物業的臨時買賣合約前已清楚明白以下事項 ：—

(i) Under the Deed of Mutual Covenant and Management Agreement (the "DMC") in respect of Ultima Development (the "Development") :-
按照天鑄發展項目（以下簡稱「發展項目」）的公契規定：—

(a) The Manager shall have the right at all times to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the roof or flat roof or the parapet walls of the roof or flat roof which forms part of a Residential Unit as may be determined by the Manager, a tracked telescopic jib gondola and/or any jib, davit arm, other equipment or device of management (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 provided that the use and enjoyment by the Owner of his own Residential Unit shall not be materially adversely affected or prejudiced thereby.
管理人有權在任何時候決定進入單位的天台或平台或天台或平台的矮牆以上之空間或部分空間以展開、保養、操作、搬動該等用作檢修、清潔、加強、保養、維修、翻新、裝飾、改善及 / 或換替發展項目的外牆的任何部分的履帶式伸縮吊臂吊船及 / 或任何吊臂、吊艇、其他設備或管理裝置（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），並讓吊船在有需要檢查、重建、維修、翻新、保養、清潔、髹油或裝飾所有或部分公用地方及設施期間於上述空間短暫停留，惟不得嚴重影響或損害業主使用及享用其單位的權利。

(b) No Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place any items in the roof and/or flat roof or the parapet walls of the roof or flat roof forming part of his Residential Unit which in any way interferes with or affects or which is likely to interfere with or affect the operation of the gondola at any time in the course of the management and/or the maintenance of the Development.
業主不得作出或容許其租戶、佔用人、被許可人在屬於其單位的天台及 / 或平台或天台或平台的矮牆上作出任何行為、行動、事情、事項或放置任何物品以任何方式干擾、影響或可能干擾或影響管理人於管理及 / 或維修發展項目期間時的吊船操作。

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

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

I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.
本人 / 吾等確認及聲明本人 / 吾等同意購入本物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。

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

Signed by the Purchaser(s) 買方簽署

Annex 8
附件 8

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

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

Vendor 賣方	Polarland Limited 寶崙有限公司			
Address 地址	Ultima /天鑄 (23 Fat Kwong Street, Ho Man Tin, Kowloon)（九龍何文田佛光街 23 號）			
Property 本物業	Residential property 住宅物業	Tower 座數	Floor 樓層	Flat 單位
		8	30th & 31st Floor (Duplex)(複式)	A
	Residential Car Parking Space 住宅停車位	Floor 樓層	Residential Car Parking Space No. 住宅停車位編號	
		G 地下		
Purchaser(s) 買方				
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼				
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

I/We, the undersigned, hereby acknowledge and are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that:-
本人／吾等，即下方簽署人，特此確認本人／吾等簽署本物業的臨時買賣合約前已清楚明白以下事項：

1. A copy of the "Reminder to Prospective Purchasers" issued by the Sales of First-hand Residential Properties Authority is produced in Appendix 1 hereto.
   本確認信的附錄 1 載有一手住宅物業銷售監管局發出的「給準買家的提醒」。

2. The information document(s) on financing plan(s) offered by the Vendor's designated financing company (Honour Finance Company, Limited) as set out in the Tender Document of the Property ("the Information Document(s)") is as follows:
   本物業的招標文件內所列由賣方指定財務公司（忠誠財務有限公司）提供的財務計劃的資料文件（「資料文件」）如下：

Financing Plan **財務計劃**	**Relevant annex of Tender Notice** **招標文件的相對附件**
Standby First Mortgage Loan 備用第一按揭貸款	Annex 13.2(a) 附件13.2(a)
Standby Second Mortgage Loan 備用第二按揭貸款	Annex 13.2(b) 附件13.2(b)
Grand 120 置尊 120	Annex 13.2(c) 附件13.2(c)
Extended Loan 延續貸款	Annex 13.2(d) 附件13.2(d)

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

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

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

4. I/we confirm that I/we have been allowed sufficient time to read the "Reminder to Prospective Purchasers" and (if applicable) the Information Document(s).
本人／吾等確認本人／吾等獲給予足夠時間閱讀「給準買家的提醒」及（如適用）資料文件。

5. I/we understand that (a) all the terms and conditions of the financing plan(s) are subject to approval by the Vendor and/or the Vendor's designated financing company; and (b) the Vendor, its appointed estate agents and the Vendor's designated financing company will not provide any guarantee that I/we will be able to secure any mortgage, charge or loan or any desired terms to finance my/our purchase of the Property.
本人／吾等明白(a)財務計劃的所有條款及細則均以賣方及／或賣方指定財務公司所批核者為準；及(b)賣方、其委任的地產代理及賣方指定財務公司不會就本人／吾等能獲得任何按揭、押記或貸款或任何希望取得的條款用以資助本人／吾等購買本物業而作出任何保證。

6. The parties do not intend any term of this acknowledgement letter to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "**CRTPO**") and agree that this acknowledgement letter shall be excluded from the application of the CRTPO.
各方無意賦予任何第三者權利依據《合約(第三者權利)條例》（第 623 章）（「該條例」）強制執行本確認信下任何條款，並且同意排除該條例對本確認信的適用。

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

Signed by the Purchaser(s) 買方簽署

Note 備註：
Please use Block Letters. All fields in this notice must be completed. This form must be signed by ALL of the Purchasers if there are more than one Purchaser(s). If the Purchaser is a corporation, this form must be signed by its authorized signatory(s) with company chop.
請使用正楷。本表格的所有欄必須填寫。本表格須由所有買方簽署。如買方為公司，須由公司之授權人士簽署及蓋上公司印鑑。

Annex 8
附件 8
Appendix 1
附錄1

Reminder to Prospective Purchasers
給準買家的提醒

If you intend to opt for any financing plan (such as mortgage, charge or loan) offered by the vendor or vendor's designated financing company(ies) (Designated FC), BEFORE entering into a preliminary agreement for sale and purchase (PASP), you should:
如你擬用由賣方或其指定財務公司提供的財務計劃（例如按揭、押記或貸款），你應在簽訂買賣合約**前**：

(a) **Study carefully** the information of the financing plans (including terms and conditions, etc) as set out in **the Tender Document(s)** and other relevant document(s):
細閱有關**招標文件**和其他相關文件內列出的財務計劃資料（包括條款及條件等）；

(b) Always be **cautious about verbal undertaking**, for example, guaranteed or ease of approval of any mortgage, charge or loan, made by third party (such as an estate agent), whether the financing plan will be available at the time of completion of the transactions, etc. Verbal undertaking should be **put in writing** with endorsement from the company concerned to avoid dispute.
不要輕信地產代理等第三方的**口頭承諾**，例如保證獲得或易於取得按揭、押記或貸款的批核，並注意在交易完成時是否仍有相關的財務計劃等。口頭承諾應**書寫下來**，並經有關公司加簽，以避免爭議；

(c) **Enquire with the vendor or Designated FC** (as the case may be) **direct** about the details of the terms and conditions of the financing plan(s) (including any penalty on early redemption), approval conditions and application procedures, including whether there will be time limit within which the financing plan is available:
直接向賣方或其指定財務公司（視屬何種情況而定）**查詢**有關財務計劃的條款及條件(包括任何提早還款的罰款)、批核條件和申請手續(包括有關財務計劃是否只在特定時限內提供)等詳情；

(d) **Do NOT enter into PASP rashly** before ascertaining from the vendor or Designated FC (as the case may be) **in writing** the amount of loan that can be obtained and the terms under the financing plan(s). Read the contractual documents carefully and seek legal advice if considered necessary before you sign any document; and
在賣方或其指定財務公司（視屬何種情況而定）**以書面形式**確認根據財務計劃可取得的貸款額及相關條款前，**切勿貿然簽訂臨時買賣合約**。在簽署任何文件前，應小心閱讀合約文件內容，並在有需要時徵詢法律意見；以及

(e) **Remain cool-headed** and critically consider the followings:
保持冷靜並審慎考慮以下事項：

- Be mindful of any requirement on minimum income level, provision of income proof and passing of stress test. Check the maximum loan repayment period, interest rate and loan limit under the first mortgage and second mortgage;
  留意任何有關最低入息水平、提供收入證明及通過壓力測試的規定。查看一按和二按的最長還款期、利率及貸款上限；

- Be mindful of risk of change of financial condition, approval criteria and other circumstances that may occur between the date of purchase and date of payment and may affect your ability to obtain loan under the financing plan;
  注意在購買日與付款日之間財務狀況、批核準則和其他情況可能有變的風險，因而影

響你根據財務計劃取得的貸款的能力；

- Pay attention to mortgage loan plans with high loan-to-value ratio, particularly if you are selecting stage payment. Should the market value of the residential property fall below the original transaction price or when there is an increase in the interest rates during the interim period, you may not be able to borrow enough money from the vendor or Designated FC or bank to complete the transaction. If you have no extra funds to complete the transaction, your down payment will very likely be forfeited;
  對按揭成數高的按揭貸款計劃要特別留神，尤其是擬選用建築期付款方式的準買家。如在此期間，住宅物業的市值跌至低於買入價或利率上升，你未必可以向賣方、其指定財務公司或銀行借得足夠款額以完成交易。如你並沒有額外資金完成交易，你的首期付款很可能會被沒收。

- Affordability and repayment ability–after the end of interest and repayment holidays, the mortgage repayment amount and the interest incurred may increase significantly. Taking into account the rising cycle of interest rate, the interest payable will likely increase further; and
  負擔能力與還款能力 - 在免息免供期完結後，按揭還款額及利息可能會大幅增加。鑑於利息處於上升周期，利息支出可能會進一步上升；以及

- Seek legal advice on your rights and obligations under the financing plan and the sale and purchase agreement. For instance, what are your options if the financing plan is no longer available or you are not able to obtain a loan thereunder?
  就你在財務計劃和買賣合約方面的權利與義務徵詢法律意見。舉例說，如有關財務計劃不再接受申請，或你未能根據有關計劃取得貸款，你有什麼選擇？

Annex 9
附件 9

TENDERER MUST COMPLETE THIS PAGE (IF APPLICABLE)
投標者須填妥本頁(如適用)

Confirmation Letter Regarding Restriction on User and Assignment of
關於車位用途及轉讓的限制之確認書

Vendor 賣方	Polarland Limited 寶崙有限公司			
Address 地址	Ultima /天鑄 (23 Fat Kwong Street, Ho Man Tin, Kowloon)（九龍何文田佛光街 23 號）			
Property 本物業	Residential Car Parking Space 住宅停車位	Floor 樓層	Residential Car Parking Space No. 住宅停車位編號	
	1.	G 地下		
	2.	G 地下		
	3.	G 地下		
	Residential property 住宅物業	Tower 座數	Floor 樓層	Flat 單位
		8	30th & 31st Floor (Duplex)(複式)	A
Purchaser(s) 買方				
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼				
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

I/We acknowledge and confirm that prior to the signing of the Preliminary Agreement for Sale and Purchase of the Property, I/we am/are aware and understand that:-
本人 / 我們謹此敬悉及確認在簽署該物業之臨時買賣合約之前，本人 / 我們已獲悉及明白：

1. The Purchaser fully understands that the Property is one of the "Residential Parking Spaces" as defined in Special Condition No.(22)(a)(i) of the Land Grant of the Lot ("the Land Grant") and that the following restrictions under Special Condition Nos.(22)(a)(i) and (26)(a) of the Land Grant and/or Clause 9(a) in the Third Schedule to the Deed of Mutual Covenant and Management Agreement ("the DMC") of the Development apply to the Property:-
   買方已完全明白該物業為該地段的批地文件(「批地文件」)之特別條件第(22)(a)(i)條所定義的其中一個住宅車位及批地文件特別條件第(22)(a)(i)及(26)(a)條及/或該發展項目之大廈公契及管理協議(「公契」)附表三第 9(a)條內的以下限制適用於該物業：-

   (a) the Residential Parking Spaces and the Motor Cycle Parking Spaces (as defined in Special Condition No.(22)(c)(i) of the Land Grant) shall not be :-
   住宅車位及電單車停車位(見批地文件特別條件第(22)(c)(i)條之定義)不得：－

   (i) assigned except
   轉讓除非

   (I) together with undivided shares in Ultima Development giving the right of exclusive use and possession of a residential unit or units in Ultima Development,
   連同賦予天鑄發展項目住宅單位獨有享用及管有權之天鑄發展項目不分割業權份數同時一併轉讓，

   (II) to a person who is already the owner of undivided shares in Ultima Development with the right of exclusive use and possession of a residential unit or units in Ultima Development; or
   該承讓人已經擁有賦予天鑄發展項目之住宅單位獨有享用及管有權之天鑄發展項目不分割業權份數；或

   (ii) underlet except to residents of the residential units in Ultima Development
   出租，除非出租予天鑄發展項目之住宅單位住戶；

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provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential unit in Ultima Development.
但無論如何，轉讓予或出租予天鑄發展項目內任何一個住宅單位業主或住戶之住宅車位及電單車停車位總數不得超過三個。

(b) The Property shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees and in particular the Property shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.
該物業除用作停泊根據道路交通條例、其附屬規例及任何修訂法例領有牌照而又屬於該地段已建或擬建的建築物中之住宅單位住戶及其真正賓客、訪客或被邀請使用者之車輛外不可作其他用途，尤其不可用作儲存、展示或展覽車輛作銷售或其他用途。

2. The Purchaser warrants that he is the legal and beneficial owner of the Specified Residential Unit mentioned above. The Purchaser further warrants that he has not and will not sell the Specified Residential Unit or enter into any agreement to do so before completion of the sale and purchase and execution of the Assignment in respect of the Property.
買方保證其為上述「指定住宅單位」之法律上擁有人及實益擁有人。買方進一步保證買方未曾亦將不會在完成該物業買賣及簽妥轉讓契前出售該指定住宅單位或訂立任何協議出售該指定住宅單位。

3. The Purchaser hereby further warrants that the Purchaser or the Purchaser's nominee or sub-purchaser (as the case may be), who shall take up the subsequent Assignment of the Property on completion of the sale and purchase thereof, shall on completion of the sale and purchase of the Property be the legal and beneficial owner of undivided shares in the Lot with the right of exclusive use and possession of a residential unit or units in the Development and not more than three in number of the total of the Residential Parking Spaces (including the Property) and the Motor Cycle Parking Spaces and the Purchaser shall upon request produce such documentary evidence as required by the Vendor to prove such ownership and compliance with the Land Grant to the satisfaction of the Vendor. Should there be any breach of the warranties by the Purchaser in this letter, the Purchaser shall be deemed to be in breach of the terms and conditions of the Preliminary Agreement and the subsequent formal Agreement for Sale and Purchase to be made pursuant thereto and the Vendor shall be entitled to determine the Preliminary Agreement and the said formal Agreement for Sale and Purchase, forfeit the deposit(s) paid by the Purchaser, re-sell the Property and recover from the Purchaser all losses and damages, as may be suffered by the Vendor. The Purchaser shall indemnify the Vendor and keep the Vendor indemnified against all losses damages actions suits costs expenses claim and demands whatsoever on account of or in respect of any breach of the warranty given by the Purchaser in this letter.
買方現進一步保證買方或其提名人或轉購人(視屬何情況而定)在該物業買賣完成時及其接受該物業轉讓契時將為附有該發展項目住宅單位獨有使用及管有權之該地段不分割業權份數及總數不多於三個住宅車位(包括該物業)及電單車停車位的法律上擁有人及實益擁有人；買方須於賣方要求時提供賣方所要求之文件證據達致賣方滿意以證明其業權及已遵從批地文件。如有任何違反本確認書內所作之保證，買方將被當作違反臨時合約及其後按照臨時合約所簽訂的正式買賣合約之條款及條件，及賣方將有權終止該臨時合約及該正式買賣合約，沒收買方已付之訂金，再次出售該物業及向買方討回賣方所遭受之一切損失及損害賠償。買方須就買方違反本確認書內其所作之保證而引至之一切損失、損害賠償、訴訟、費用、開支、申索及索求對賣方作彌償。

4. This letter shall take effect and prevail over the terms of the Preliminary Agreement and/or the said formal Agreement for Sale and Purchase of the Property and shall not be superseded by any terms or conditions in the said formal Agreement for Sale and Purchase to the contrary.
本確認書將凌駕於該物業臨時合約及/或該正式買賣合約之條款而生效，而且將不會被該正式買賣合約中任何相反條款或條件所取代。

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

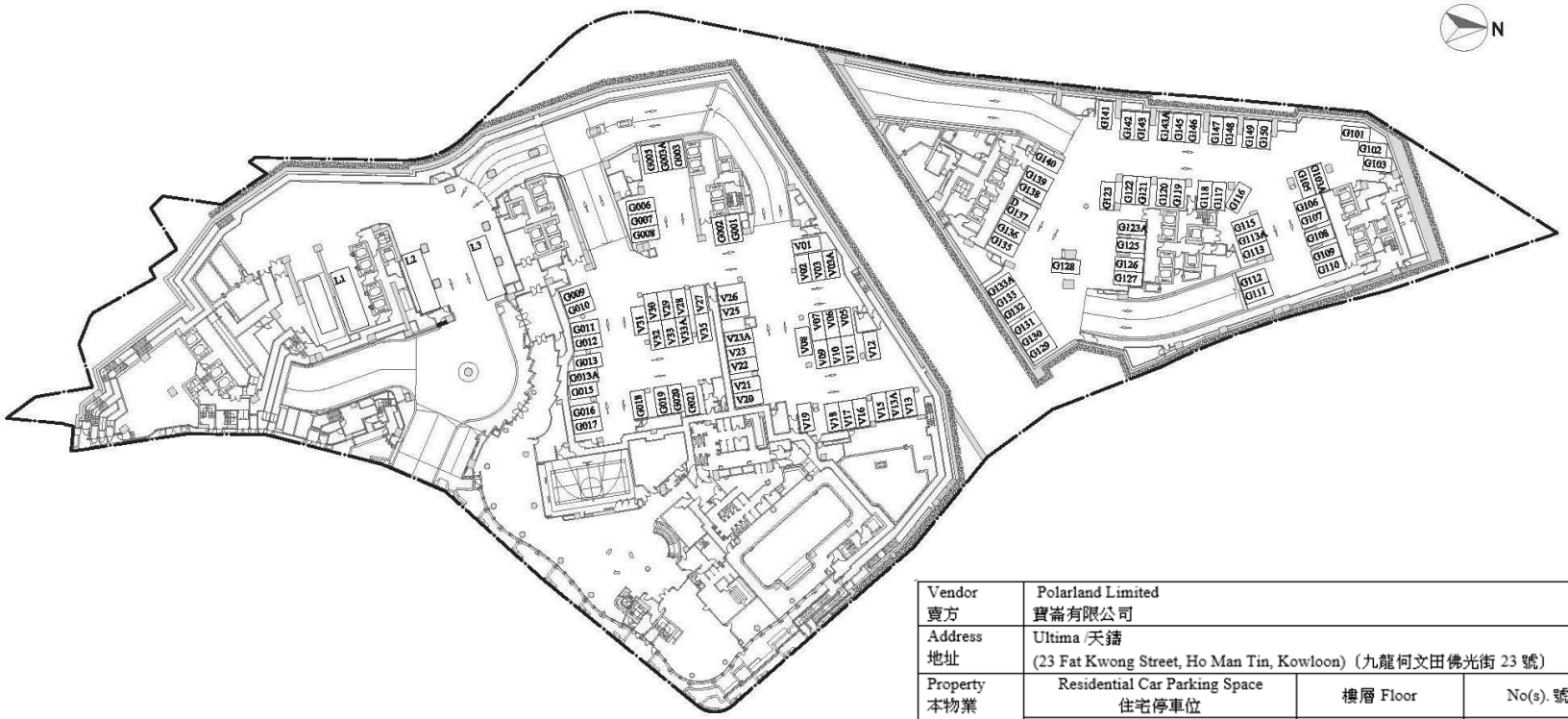
Confirmed and accepted the above
確認及接受上述確認書內容：-

Purchaser(s) 買方

Sun Hung Kai Real Estate Agency Ltd for
and on behalf of Polarland Limited
新鴻基地產代理有限公司代寶崙有限公司

HMT-AN-170609-01(G/F)

Floor plans of parking spaces　　停車位的樓面平面圖



Vendor 賣方	Polarland Limited 寶崙有限公司		
Address 地址	Ultima /天鑄 (23 Fat Kwong Street, Ho Man Tin, Kowloon)（九龍何文田佛光街 23 號）		
Property 本物業	Residential Car Parking Space 住宅停車位	樓層 Floor	No(s). 號碼
	1.		
	2.		
	3.		

Signed by the Purchaser(s) 買方簽署

V Visitors' Car Parking Spaces 訪客停車位

D Accessible Car Parking Spaces 暢通易達停車位

GROUND FLOOR PLAN
地下樓面平面圖

Scale 比例尺 : 0 20 40 Metres 米

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Annex 11
附件 11

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Acknowledgement Letter Regarding Physical State of Parking Space(s)
有關車位狀況之確認函

Vendor 賣方	Polarland Limited 寶崙有限公司			
Address 地址	Ultima /天鑄 (23 Fat Kwong Street, Ho Man Tin, Kowloon)（九龍何文田佛光街 23 號）			
Property 本物業	Residential Car Parking Space 住宅停車位	Floor 樓層	Residential Car Parking Space No. 住宅停車位編號	
	1.	G 地下		
	2.	G 地下		
	3.	G 地下		
	Residential property 住宅物業	Tower 座數	Floor 樓層	Flat 單位
		8	30th & 31st Floor (Duplex)(複式)	A
Purchaser(s) 買方				
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼				
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

I/We acknowledge and confirm that prior to the signing of the Preliminary Agreement for Sale and Purchase of the Property, I/we am/are aware and understand that:-
本人 / 我們謹此敬悉及確認在簽署該物業之臨時買賣合約之前，本人 / 我們已獲悉及明白：

1. I/We, the undersigned, hereby acknowledge and confirm that I/we have inspected and am/are aware and fully accept of the physical state and condition of the Property and that I/we understand and accept that notwithstanding anything contained in the Preliminary Agreement for Sale and Purchase of the Property, there may exist underneath the Property pipings, drains, cables, wires and/or any other fixtures, fittings or installations not solely serving the Property and there may also exist drainage, channels and/or channel covers within the Property and that no requisition or objection or claim whatsoever shall be made by me/us or be entertained by the Vendor in respect thereof. The Deed of Mutual Covenant and Management Agreement (the "**Deed**") in respect of the Development provides, inter alia, that the Manager shall have the power to:-
本人/我們（即下方簽署人）僅此承認及確認，本人/我們已視察及完全接受該物業之狀況，並明白及接受即使該物業之臨時買賣合約有其他規定，該物業下面可能有並非僅供該物業使用之管道、排水管、電纜、電線及/或任何其他固定裝置、裝配或設備存在，亦可能有排水管道及/或管道蓋位於該物業範圍內，本人/我們不得為此提出任何要求、反對或索償，賣方亦不會接納該等要求、反對或索償。該發展項目之大廈公契及管理合約（「**該公契**」）規定，管理公司除其他權力外，亦擁有以下權力：-

   (i) keep all the sewers, drains, watercourses and pipes forming part of the common areas and facilities free and clear from obstructions;
   保持所有構成公用地方及設施之污水渠、排水管、水道及管道不受阻礙;

   (ii) prevent unauthorised obstruction of the common areas and facilities and to remove and impound any structure article or thing causing the obstruction;
   防止未經授權阻礙公用地方及設施，以及移除及扣管任何導致該等阻礙的構築物、物品或東西;

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(iii) manage and maintain such other areas or drains and channels whether within or outside the Lot that are required to be maintained under the land grant of the Lot;
管理及保養不論該地段以內或以外根據該地段的批地文件需要保養的若干其他地方或排水管及水道;

(iv) enter with or without workmen at all reasonable times on prior written reasonable notice (except in the case of emergency) upon all and any parts of the Development including any residential unit or parking space necessary for the purpose of replacing, repairing and maintaining any of the fresh or sea water mains and pipes serving any part of the Lot whether or not the same belong exclusively to any residential unit or parking space provided that the Manager shall ensure that the least disturbance is caused and shall, at his own costs and expenses repair any damage so caused and shall be liable for his or his employees' or contractors' negligent, wilful or criminal acts.
聯同或不聯同工人於發出合理事先書面通知(緊急情況除外)後進入該發展項目所有及任何部份，包括任何有需要的住宅單位或停車位，以進行對不論是否專屬於任何住宅單位或停車位但服務該地段之任何部份的任何食水或海水總管道及喉管之更換、修理及保養，惟管理公司須確保引致最少的騷擾及自費修復由此引致的任何損壞及就本身、其僱員或承辦商的疏忽、蓄意或刑事行為承擔責任。

2. The Chinese translation of this Letter is for reference only. In case of any disputes, the English version shall prevail.
本函中文譯本僅供參考。如與英文版本有異，概以英文版本為準。

Signed by the Purchaser(s) 買方簽署

新鴻基地產(銷售及租賃)代理有限公司
個人資料收集聲明

收集閣下的個人資料

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

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

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

閣下資料可能被用作的用途

我們可能不時使用閣下資料作下列一個或多個用途：

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

轉移閣下資料

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

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

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在直接促銷中使用閣下資料

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

就直接促銷，我們有意：

(a) 使用我們不時收集、產生、編制或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據；

(b) 向閣下促銷以下類別的服務及產品：
   (1) 集團成員、合資公司或其他委任我們代其銷售或推廣地產物業的人士提供的地產物業（包括泊車位）或物業發展項目；
   (2) 我們、集團其他成員或合資公司提供的服務及產品（包括地產代理服務、信貸融資及財務服務）；
   (3) 我們、集團其他成員或合資公司提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及
   (4) 爲慈善或非牟利用途的捐款或捐贈，或企業社會責任節目或活動；

(c) 爲換取金錢或其他財產，將以上(a)段所述的閣下資料提供予集團其他成員以供其在直接促銷以上(b)段所述的服務及產品類別中使用。

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

查閱及改正閣下資料

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

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

***

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

□ 請不要向我發送直接促銷資訊。

□ 請不要將本人的個人資料提供予其他人士以供其在直接促銷中使用。

簽署

姓名：
日期：

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

Collection of your personal information

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

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

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

Purposes for which Your Information may be used

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

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

Transfer of Your Information

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

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

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

Use of Your Information in direct marketing

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

In connection with direct marketing, we intend:

(a) to use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;

(b) to market the following classes of services and products to you:
   (1) real estate properties (including car parking spaces) or property developments offered by member(s) of the Group, JV Companies or other persons who engage us to sell or promote real estate properties for them;
   (2) services and products offered by us, other members of the Group or JV Companies (including real estate agency services, credit facilities and financial services);
   (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us, other members of the Group or JV Companies; and
   (4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;

(c) in return for money or other property, to provide Your Information described in (a) above to other members of the Group for their use in direct marketing the classes of services and products described in (b) above.

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

Access to and correction of Your Information

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

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

***

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

☐ Please do NOT send direct marketing information to me.

☐ Please do NOT provide my personal data to other persons for their use in direct marketing.

Signature

Name:
Date:

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

第 I 部份
Part I

1. 視乎買方其要約表格所選擇的支付辦法，賣方將就購買該物業向買方提供以下該支付辦法相關的贈品、財務優惠或利益。
Depending on the payment plan selected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits of the payment plan will be made available by the Vendor to the Purchaser in connection with the purchase of the Property.

2. 除非本列表另有定義，招標文件中各用語的定義適用於本贈品、財務優惠或利益的列表的用語。
All capitalised items in this list of gifts, financial advantage or benefits, unless otherwise defined, shall have the meanings ascribed to them in the Tender Document.

3. 如臨時合約及正式合約因任何原因終止或取消，則賣方提供贈品、財務優惠及利益的協議將無效。
The Vendor's offer to provide the gifts, financial advantage or benefits shall be withdrawn if the Preliminary Agreement and the Agreement is/are terminated or cancelled for whatever reason.

4. 根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予一手買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠(如有)；而有關還款能力之要求(包括但不限於供款與入息比率之上限)將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。
According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the first-hand Purchaser in connection with the purchase of a residential property will be deducted from the Purchase Price when calculating the loan-to-value ratio by the bank; and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.

5. 所有就購買該物業而連帶獲得的任何贈品、財務優惠或利益均只提供予一手買方及不可轉讓。賣方有絕對酌情權決定所有相關事項，包括但不限於買方是否符合資格可獲得該等贈品、財務優惠或利益。賣方亦保留解釋該等贈品、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 gift, financial advantage or benefit to be made available in connection with the purchase of the Property are offered to the first-hand Purchaser only and shall not be transferable. The Vendor has absolute discretion in deciding all relevant matters including but not limited to whether the Purchaser is entitled to those gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those gift, financial advantage or benefit. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.

6. 所有由賣方將提供用以支付樓價餘額部份的現金回贈(以向上捨入方式換算至整數)，在符合提供現金回贈的相關先決條件的情況下，賣方保留權利以其他方法及形式將現金回贈支付予買方。如其後發現買方不應獲得任何現金回贈，買方收到賣方要求後須立即退回相關現金回贈予賣方。
For all cash rebate(s) (rounded up to the nearest integer) that will be offered by the Vendor for part payment of the balance of Purchase Price, subject to the relevant prerequisite for provision the cash rebate(s) being satisfied, the Vendor reserves the right to pay the cash rebate(s) to the Purchaser by other method(s) and in other manner. If subsequently it is discovered that the Purchaser is not entitled to any cash rebate(s), the Purchaser shall forthwith upon demand from the Vendor refund the relevant cash rebate(s) to the Vendor.

7. 賣方的指定財務機構（忠誠財務有限公司）為賣方的有聯繫公司。賣方的指定財務機構沒有亦將不會委任任何人士(第三方)處理就向任何擬借款人或任何指明類別的擬借款人批出貸款，無論是促致、洽商、取得或申請貸款，或是擔保或保證該筆貸款的償還或有關事宜。
The Vendor's designated financing company (Honour Finance Company, Limited) is a related company of the Vendor. The Vendor's designated financing company does not and will not appoint any person (third party) for or in relation to granting a loan to any intending borrower or any specified class of intending borrower, whether as to the procuring, negotiation, obtaining, application, guaranteeing or securing the repayment of such a loan.

8. 由賣方之指定財務機構提供的任何貸款，其最高貸款金額、息率及條款僅供參考，買方實際可獲得的貸款金額、息率及條款須視乎指定財務機構的獨立批核結果而定，而且可能受法例及政府、香港金融管理局、銀行及相關監管機構不時發出之指引、公布、備忘等(不論是否對指定財務機構有約束力)影響。買方必須提供指定財務機構所要求的資料及文件，否則貸款將不會獲處理。
The maximum loan amount, interest rate and terms of any loan to be offered by the Vendor's designated financing company are for reference only. The actual loan amount, interest rate and terms to be offered to the Purchaser shall be subject to the independent approval of the designated financing company, and may be affected by the laws and the guidelines, announcement, memorandum, etc. (whether the same is binding on the designated financing company) issued by the Government, Hong Kong Monetary Authority, banks and relevant regulatory authorities from time to time. The Purchaser shall provide information and documents requested from the designated financing company, otherwise, the loan shall not be processed.

9. （<u>只適用於公司買方</u>）如於支付樓價餘額的日期前（包括該日期），買方的股東結構及／或董事於沒有得到賣方的書面同意下有任何變動（包括減少、增加、取代或更換），賣方有絕對酌情權(但無責任)取消及／或撤回就購買該期數指明住宅物業而提供予買方的<u>**指定贈品、財務優惠或利益（於相關附件如此表述）**</u>。在此情況下，如賣方取消及／或撤回的指定贈品、財務優惠或利益已由賣方提供或給予買方，買方須立即將該等指定贈品、財務優惠或利益退回及／或退還賣方。 買方不會為此獲得任何補償。作為享有指定贈品、財務優惠或利益的先決條件，買方須提供賣方不時要求的文件及資料以顯示及證明買方所有董事和股東的數目和身份以及買方的股東架構及／ 或董事並無變動。如有任何爭議，賣方之決定為最終並對買方有約束力。
(**<u>Applicable to corporate Purchaser only</u>**) If there are any changes (including any reduction, increase, substitution or replacement) in the shareholder structure and/or the directorship of the Purchaser at any time prior to (and including) the date of payment of balance of Purchase Price without the Vendor's written consent, the Vendor shall be entitled (but not obliged) to in its absolute discretion cancel and/or withdraw **<u>the designated gift(s), financial advantage(s) or benefit(s) (which are stated as such in the relevant annex)</u>** to be made available to the Purchaser in connection with the purchase of a specified residential property in the Phase. In such event, if any of the designated gift(s), financial advantage(s) or benefit(s) being cancelled and/or withdrawn by the Vendor has already been provided or given by the Vendor to the Purchaser, the Purchaser shall return and/or refund such designated gift(s), financial advantage(s) or benefit(s) to the Vendor forthwith. The Purchaser shall not be entitled to any compensation therefor. As a pre-condition of enjoying the designated gift(s), financial advantage(s) or benefit(s), the Purchaser shall provide documents and information as requested by the Vendor from time to time to show and prove the number and identity of all of the directors and shareholders of the Purchaser and that there has been no change in the shareholder structure and/or the directorship of the Purchaser. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.

第 II 部份
Part II

(ST21) **ST21 付款計劃**
ST21 Payment Plan

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

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

如買方於要約表格選擇印花稅直送，買方可享有印花稅直送，其金額相等於要約表格中所指明的金額。詳情請參閱附件 13.1。
Where the Purchaser selects the Stamp Duty Express in the Offer Form, the Purchaser shall be eligible for the Stamp Duty Express in an amount equal to the amount specified in the Offer Form. Please see Annex 13.1 for details.

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

如買方為新地會會員(即在付清樓價餘額之日或之前，最少一位個人買方(如買方是以個人名義)或最少一位買方之董事 (如買方是以公司名義)須為新地會會員)，買方在按正式合約付清樓價餘額的情況下，可獲港幣$10,000 現金回贈。
If the Purchaser is a SHKP Club member (i.e. at least one individual Purchaser (if the Purchaser is an individual(s)) or at least one director of the Purchaser (if the Purchaser is a corporation) is a SHKP Club member on or before the date of settlement of the balance of the Purchase Price), subject to settlement of the balance of the Purchase Price in accordance with the Agreement, the Purchaser shall be entitled to a cash rebate of HK$10,000.

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

3. 貸款優惠
Loan Offer

買方可向賣方的指定財務機構申請以下其中一項貸款優惠(忠誠財務有限公司，為賣方的有聯繫公司)：
The Purchaser may apply for ONLY ONE of the following loan offers from the Vendor's designated financing company (Honour Finance Company, Limited, which is a related company of the Vendor):

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

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

備用第一按揭貸款的最高金額為淨樓價的 75%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附件 13.2(a)。
The maximum loan amount of the Standby First Mortgage Loan shall be 75% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of the Purchase Price payable. Please see Annex 13.2(a) for details.

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

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

備用第二按揭貸款的最高金額為淨樓價的 20%，惟第一按揭貸款(由第一按揭銀行提供)及備用第二按揭貸款總金額不可超過淨樓價的 80%，或應繳付之樓價餘額，以較低者為準。詳情請參閱附件 13.2(b) 。
The maximum loan amount of the Standby Second Mortgage Loan shall be 20% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Standby Second Mortgage Loan shall not exceed 80% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. Please see Annex 13.2(b) for details.

(c) 置尊 120
Grand 120

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

Please see Annex 13.2(c) for details.
詳情請參閱附件 13.2(c)。

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

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

在不影響買方於正式合約下之權利的前提下，凡該物業有欠妥之處，買方可於該物業的成交日起計3年內向賣方發出書面通知，賣方須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。
Without affecting the Purchaser's rights under the Agreement, the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of completion of sale and purchase of the Property rectify any defects to the Property.

為免疑問，首3年保修優惠不適用於該欠妥之處由正常損耗、任何人之行為或疏忽造成；及園景及盆栽(如有)；及第5段所述的該傢俱。
For the avoidance of doubt, the First 3 Years Warranty Offer does not apply to any defects caused by fair wear and tear, the act or neglect of any person; and the landscape area and potted plants (if any); and the Furniture as set out in paragraph 5.

首3年保修優惠受其他條款及細則約束。
The First 3 Years Warranty Offer is subject to other terms and conditions.

5. 送贈傢俱優惠
Free Furniture Offer

買方可免費獲贈附件 13.3 所述之相關住宅物業之裝飾、傢俱和物件(『該傢俱』)。賣方或其代表不會就該傢俱作出任何保證、保養或陳述，更不會就其狀況、狀態、品質及性能，及其是否或會否在可運作狀態作出任何保證、保養或陳述。該傢俱將於住宅物業成交日以成交時之狀況連同住宅物業交予買方。任何情況下，買方不得就該傢俱提出任何異議或質詢。為免疑問，第 4 段所述的首 3 年保修優惠不適用於該傢俱。本優惠受其他條款及條件約束。
The Purchaser will be provided with the decoration, furniture and chattels of the relevant residential property as set out in Annex 13.3 hereto (the "Furniture") free of charge. No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect regarding the Furniture. In particular, no warranty, maintenance or representation whatsoever is given as to the condition, state, quality or fitness of any of the Furniture or as to whether any of the Furniture is or will be in working condition. The Furniture will be delivered to the Purchaser upon completion of the sale and purchase of the residential property in such condition as at completion together with the residential property. In any event, no objection or requisitions whatsoever shall be raised by the Purchaser in respect of the Furniture. For the avoidance of doubt, the First 3 Years Warranty Offer as set out in paragraph 4 does not apply to the Furniture. This offer is subject to other terms and conditions.

附件 13.1 印花稅直送 (指定贈品、財務優惠或利益)
Annex 13.1 Stamp Duty Express (the designated gift, financial advantage or benefit)

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

- 只適用於在要約表格選擇印花稅直送的買方
  only applicable to the Purchaser who selects the Stamp Duty Express in the Offer Form

(I) 在買方按正式合約付清樓價(包括臨時訂金、加付訂金、部分付款及樓價餘額)的情況下，買方可享有印花稅直送(『印花稅直送』) (其金額為要約表格所指明的金額)。
Subject to the settlement of the Purchase Price (including preliminary deposit, further deposit, part payment(s) and balance of Purchase Price) in accordance with the Agreement, the Purchaser shall be eligible for the Stamp Duty Express ("Stamp Duty Express") (which amount shall be the amount specified in the Offer Form).

(II) 印花稅直送的主要用途為代買方繳付正式合約的應繳的從價印花稅(「**AVD**」)（或其部份）。不多於指明上限（如有）金額之印花稅直送部份將用於繳付AVD（或其部份）。如前述用於繳付AVD（或其部份）之印花稅直送部份以下稱為「**AVD部份**」。沒有如前述用途使用之印花稅直送部份或剩餘金額（以下稱為「**剩餘部份**」）將直接用於支付該物業的部份樓價餘額（作為現金回贈）。
The primary purpose of Stamp Duty Express is for payment (or part payment) of the ad valorem stamp duty chargeable on the Agreement ("**AVD**") on behalf of the Purchaser. Only the amount of Stamp Duty Express to the extent of the specified cap (if any) is for payment (or part payment) of AVD. The portion of Stamp Duty Express that is for payment (or part payment) of AVD as aforesaid is hereinafter referred to as "**AVD Portion**". The portion or remaining amount of Stamp Duty Express not so used as aforesaid (hereinafter referred to as "**Remaining Portion**") will be applied for part payment of the balance of purchase price of the Property directly (as a cash rebate).

(III) 買方仍須負上繳付AVD的主要責任，及須負責繳付實際AVD的金額與「AVD部份」的金額之間的差額(如有)、加蓋買賣合約副本及(如印花稅條例要求) (如適用) 臨時買賣合約的定額費用。
The Purchaser shall remain primarily liable for payment of the AVD, and shall be responsible for payment of the difference (if any) between the actual amount of AVD and the amount of the "AVD Portion", the fixed fee for stamping a counterpart of the Agreement and (where required by the Stamp Duty Ordinance) (if applicable) the preliminary agreement for sale and purchase.

(IV) 在賣方首次應用「AVD部份」繳付AVD(或其部份)後：
After the "AVD Portion" has been applied for payment (or part payment) of the AVD by the Vendor for the first time:

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

- 賣方在如前述繳付或應用印花稅直送後，賣方對買方關於此優惠的責任將完結。即使樓價日後有更改(不論是否因買方日後申請更改支付辦法獲得賣方同意或其他原因)，印花稅直送的金額不會因樓價更改而調整，賣方亦無須向買方代繳任何進一步的印花稅。
  After the Vendor has paid or applied the Stamp Duty Express as aforesaid, the Vendor's obligation

to the Purchaser under this benefit will be discharged. Even if there is a change in the Purchase Price in the future (whether due to the Purchaser's application to change the terms of payment which has been approved by the Vendor or other reason), the amount of the Stamp Duty Express will not be adjusted as a result of the change in the Purchase Price and the Vendor is no longer required to pay any additional stamp duty for the Purchaser.

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

(VI) 如買方為香港註冊成立的有限公司，
If the Purchaser is a limited company incorporated in Hong Kong,

- 買方須向賣方提供於臨時合約日期及於支付樓價餘額日期當天的所有股東和所有董事的詳細資料。
  The Purchaser shall provide the Vendor with details of all shareholders and all directors of the Purchaser as at the date of the Preliminary Agreement and the date of payment of balance of purchase price of the Property.

- 於簽署臨時合約之時，買方的所有股東及所有董事須向賣方提供有關退還印花稅直送及有關印花稅直送的其他事項的擔保及彌償（按賣方規定的格式及不得作出修改）。
  All shareholders and all directors of the Purchaser shall provide a guarantee and indemnity (in the form prescribed by the Vendor without amendments) regarding refund of the "Stamp Duty Express" and other matters relating to "Stamp Duty Express" to the Vendor upon signing of the Preliminary Agreement.

- 於支付樓價餘額的日期前（包括該日期），買方的股東結構及／或董事於沒有得到賣方的書面同意下不得有任何變動（包括減少、增加、取代或更換）。如於支付樓價餘額的日期前（包括該日期）發生任何此類變動，買方將不再符合資格享有「印花稅直送」，買方須立即將「印花稅直送」的全額退還給賣方。賣方亦不會將「印花稅直送」的剩餘金額(如有)（作為現金回贈）直接用於支付該物業的部份樓價餘額。
  There shall not be any changes (including any reduction, increase, substitution or replacement) in the shareholder structure and/or the directorship of the Purchaser at any time prior to (and including) the date of payment of balance of purchase price of the Property without the Vendor’s written consent. If there are any such changes at any time prior to (and including) the date of payment of balance of purchase price of the Property without the Vendor’s written consent, the Purchaser shall no longer be eligible for the Stamp Duty Express. The Purchaser shall forthwith refund the full amount of the Stamp Duty Express to the Vendor. The Vendor will also not apply the remaining amount of the Stamp Duty Express (if any) (as a cash rebate) for part payment of the balance of the Purchase Price of the Property directly.

(VII) 賣方對投標者是否為香港註冊成立的有限公司及其所有股東及董事均為個人的決定為最終的，投標者不得就此提出任何申索或反對。
The Vendor’s decision as to whether the Tenderer is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s) is final and the Tenderer shall not raise any claims or objections in respect thereof.

(VIII) 若有爭議，賣方的決定為最終決定並對買方具有約束力。
In case of dispute, the Vendor’s determination shall be final and binding on the Purchaser.

(VIV) 印花稅直送受其他條款及細則約束。
The Stamp Duty Express is subject to other terms and conditions.

附件 13.2(a) 備用第一按揭貸款 (指定贈品、財務優惠或利益)
Annex 13.2(a) Standby First Mortgage Loan (the designated gift, financial advantage or benefit)

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

賣方的指定財務機構(忠誠財務有限公司，為賣方的有聯繫公司) (『指定財務機構』)提供備用第一按揭貸款(『第一按揭貸款』)之主要條款如下:
The key terms of a Standby First Mortgage Loan ("First Mortgage Loan") offered by the Vendor's designated financing company (Honour Finance Company, Limited, which is a related company of the Vendor) ("designated financing company") are as follows:

(I) 買方於付清樓價餘額之日前最少60日以書面向指定財務機構申請第一按揭貸款。指定財務機構將不會處理逾期貸款申請。
The Purchaser makes a written application to the designated financing company for a First Mortgage Loan not less than 60 days before the date of settlement of the balance of the Purchase Price. Late loan applications will not be processed by the designated financing company.

(II) 第一按揭貸款的最高金額為有關付款計劃所述之淨樓價的75%，惟貸款金額不可超過應繳付之樓價餘額。
The maximum amount of the First Mortgage Loan shall be 75% of the Net Purchase Price as mentioned in the relevant payment plan, provided that the loan amount shall not exceed the balance of Purchase Price payable.

(III) 首36個月之利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』) 減1.75% p.a.，其後為港元最優惠利率，利率浮動。最終利率以指定財務機構認可而定。
Interest rate for the first 36 months shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited ("Hong Kong Dollar Best Lending Rate") minus 1.75% p.a., thereafter at Hong Kong Dollar Best Lending Rate, subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.

(IV) 第一按揭貸款以該物業之第一法定按揭作抵押。
The First Mortgage Loan shall be secured by a first legal mortgage over the Property.

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

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

(VI) 第一按揭貸款年期最長為25年。
The maximum tenor of First Mortgage Loan shall be 25 years.

(VII) 買方須以按月分期償還第一按揭貸款。
The Purchaser shall repay the First Mortgage Loan by monthly instalments.

(VIII) 買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估。買方及其擔保人(如有)必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。
The Purchaser and his/her/its guarantor(s) (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor(s) (if any). For the avoidance of doubt, the Purchaser and his/her/its guarantor(s) (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

(IX) 每月(所有種類)供款總額不可高於每月收入總額的50%。
The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income.

(X) 第一按揭貸款申請須由指定財務機構獨立審批。
The First Mortgage Loan application shall be approved by the designated financing company independently.

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

(XII) 買方須就申請第一按揭貸款支付港幣$5,000的申請手續費。
The Purchaser shall pay HK$5,000 being the application fee for the First Mortgage Loan.

(XIII) 所有第一按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第一按揭貸款的律師費用及代墊付費用。
All legal documents of First Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the First Mortgage Loan.

(XIV) **指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。**
In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor(s) (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.

(XV) 買方敬請向指定財務機構查詢有關第一按揭貸款用途及詳情。第一按揭貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the First Mortgage Loan. The approval or disapproval of the loan, the approved loan amount of the First Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement.

(XVI) 第一按揭貸款受其他條款及細則約束。
The First Mortgage Loan is subject to other terms and conditions.

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

附件 13.2(b) 備用第二按揭貸款 (指定贈品、財務優惠或利益)
Annex 13.2(b) Standby Second Mortgage Loan (the designated gift, financial advantage or benefit)

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

賣方的指定財務機構(忠誠財務有限公司，為賣方的有聯繫公司) (『指定財務機構』)提供備用第二按揭貸款(『第二按揭貸款』)之主要條款如下:
The key terms of a Standby Second Mortgage Loan ("Second Mortgage Loan") offered by the Vendor's designated financing company (Honour Finance Company, Limited, which is a related company of the Vendor) ("designated financing company") are as follows:

(I) 買方於付清樓價餘額之日前最少60日以書面向指定財務機構申請第二按揭貸款。指定財務機構將不會處理逾期貸款申請。
The Purchaser makes a written application to the designated financing company for a Second Mortgage Loan not less than 60 days before the date of settlement of the balance of the Purchase Price. Late loan applications will not be processed by the designated financing company.

(II) 第二按揭貸款的最高金額為有關付款計劃所述之淨樓價的20%，惟第一按揭貸款(由第一按揭銀行提供)及第二按揭貸款總金額不可超過淨樓價的80%，或應繳付之樓價餘額，以較低者為準。
The maximum amount of the Second Mortgage Loan shall be 20% of the Net Purchase Price as mentioned in the relevant payment plan, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall not exceed 80% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower.

(III) 首36個月之利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』) 減1.75% p.a.，其後為港元最優惠利率減0.5% p.a.，利率浮動。最終利率以指定財務機構認可而 定。
Interest rate for the first 36 months shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited ("Hong Kong Dollar Best Lending Rate") minus 1.75% p.a., thereafter at Hong Kong Dollar Best Lending Rate minus 0.5% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.

(IV) 第二按揭貸款以該物業之第二法定按揭作抵押。
The Second Mortgage Loan shall be secured by a second legal mortgage over the Property.

(IVA) (只適用於買方為香港註冊成立的有限公司及其所有股東及董事均為個人)
(Only applicable to the Purchaser who is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))

買方於接納書的日期的所有股東和所有董事，必須成為第二按揭貸款的擔保人。
All shareholder(s) and all director(s) of the Purchaser as at the date of the Letter of Acceptance shall be the guarantor(s) for the Second Mortgage Loan.

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

(VI) 第二按揭貸款年期最長為25年，或第一按揭貸款(由第一按揭銀行提供)之年期，以較短者為準。
The maximum tenor of Second Mortgage Loan shall be 25 years or the tenor of first mortgage loan (offered by the first mortgagee bank), whichever is shorter.

(VII) 買方須以按月分期償還第二按揭貸款。
The Purchaser shall repay the Second Mortgage Loan by monthly instalments.

(VIII) 買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估。買方及其擔保人(如有)必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。
The Purchaser and his/her/its guarantor(s) (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note for the last 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor(s) (if any). The Purchaser and his/her/its guarantor(s) (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

(IX) 每月(所有種類)供款總額不可高於每月收入總額的50%。
The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income.

(X) 第一按揭銀行須為指定財務機構所指定及轉介之銀行，買方並且須得到第一按揭銀行同意辦理第二按揭貸款。請注意，第一按揭銀行已原則上同意指定財務機構可在銀行信貸評估的基礎上向買方提供第二按揭貸款，並將第二按揭貸款的條款納入銀行的按揭審批考慮。
The first mortgagee bank shall be nominated and referred by the designated financing company and the Purchaser shall obtain consent from the first mortgagee bank to apply for the Second Mortgage Loan. Please note that, the first mortgagee bank has agreed in principle that the designated financing company may offer the Second Mortgage Loan to the Purchaser subject to bank's credit assessment, and will take into account the terms of the Second Mortgage Loan in accordance with bank's credit approval.

(XI) 第一按揭貸款申請(由第一按揭銀行提供)及第二按揭貸款申請須由有關承按機構獨立審批。
The first mortgage loan application (offered by the first mortgagee bank) and the Second Mortgage Loan application shall be approved by the relevant mortgagees independently.

(XII) 所有第二按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第二按揭貸款的律師費用及代墊付費用。
All legal documents of the Second Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the Second Mortgage Loan.

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

(XIV) 買方須就申請第二按揭貸款支付港幣$5,000的申請手續費。
The Purchaser shall pay HK$5,000 being the application fee for the Second Mortgage Loan.

(XV) **指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。**
In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor(s) (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.

(XVI) 買方敬請向指定財務機構查詢有關第二按揭貸款用途及詳情。第二按揭貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Second Mortgage Loan. The approval or disapproval of the loan, the approved loan amount of the Second Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement.

(XVII) 第二按揭貸款受其他條款及細則約束。
The Second Mortgage Loan is subject to other terms and conditions.

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

備註： 銀行會根據香港金融管理局的指引，將第二按揭貸款的條款納入銀行的按揭審批考慮。詳情請向有關銀行查詢。
Note: The bank will, in the course of approving any mortgage, take into account the terms and conditions of the Second Mortgage Loan in accordance with Hong Kong Monetary Authority guidelines. For details, please enquire with the banks.

附件 13.2(c) 置尊 120
Annex 13.2(c) Grand 120

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

買方可向賣方的指定財務機構(忠誠財務有限公司，為賣方的有聯繫公司) (『指定財務機構』)申請置尊120 (『樓價貸款』)，主要條款如下:
The Purchaser can apply to the Vendor's designated financing company (Honour Finance Company, Limited, which is a related company of the Vendor) ("designated financing company") for the Grand 120 ("Payment Financing"). Key terms are as follows:

(I) 買方須於付清樓價餘額之日前最少60日以書面向指定財務機構申請樓價貸款。指定財務機構將不會處理逾期貸款申請。
The Purchaser shall make a written application to the designated financing company for the Payment Financing not less than 60 days before the date of settlement of the balance of the Purchase Price. Late loan applications will not be processed by the designated financing company.

(II) 樓價貸款必須以本物業之第一法定按揭及一個(或以上)香港住宅物業(「現有物業」)之第一法定按揭作為抵押。以下為現有物業的基本要求：
The Payment Financing shall be secured by a first legal mortgage over the Property and a first legal mortgage over one (or more) Hong Kong residential property(ies) ("Existing Property"). The following are the basic requirements of the Existing Property:

- 現有物業的註冊業主(或其中一位註冊業主)必須為買方(或買方其中一位)或買方的近親(即配偶、父母(或配偶的父母)、子女、兄弟、姊妹、祖父母、外祖父母、孫、孫女、外孫或外孫女)或買方其中一位的近親；及
  The registered owner of the Existing Property (or any one of the registered owners) must be the Purchaser (or any one of the Purchasers) or a close relative (i.e. spouse, parents (or spouse's parents), children, brothers, sisters, grandparents or grandchildren) of the Purchaser or a close relative of any one of the Purchasers; and

- 現有物業的業權良好；及
  The title to the Existing Property is good; and

- 現有物業沒有出租；及
  The Existing Property is not leased out; and

- 現有物業沒有銀行按揭以外的其他按揭或產權負擔；及
  The Existing Property is not subject to any mortgage or incumbrance other than bank mortgage; and

- 現有物業不屬於村屋、1980年前發出入伙紙的單幢式住宅物業、有轉讓限制的物業或非屋苑式的離島物業等；及
  The Existing Property is not a village-type house, nor a residential property in a single block with an Occupation Permit issued before 1980, nor property which is subject to alienation restrictions and nor non-estate-type property situated on the outlying islands, etc.; and

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

於申請樓價貸款時 At the time of application for the Payment Financing	指定財務機構估算現有物業的價值(「估算價值」) The designated financing company's valuation of the Existing Property ("Valuation")
現有物業或(如多於一個現有物業)全部現有物業沒有任何按揭 The Existing Property or (if more than one Existing Property) all Existing Properties do not have any mortgage	現有物業的(總)估算價值為樓價的45%或以上 The (total) Valuation of the Existing Property(ies) is 45% of the Purchase Price or above
現有物業或(如多於一個現有物業)任何一個或以上現有物業有銀行按揭 The Existing Property or (if more than one Existing Property) any one or more of the Existing Property(ies) is/are mortgaged to a bank	現有物業的(總)估算價值為樓價的80%或以上 The (total) Valuation of the Existing Property(ies) is 80% of the Purchase Price or above

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

(III) 本物業只可供買方自住。
The Property shall only be self-occupied by the Purchaser.

(IV) 樓價貸款必須一次過全部提取，並只可首先用於繳付樓價餘額(「A部份」)及(如適用)然後用於償還現有物業的按揭貸款(「B部份」)。如樓價貸款不足以償清現有物業的按揭貸款，現有物業的註冊業主須自行安排資金以償清現有物業的按揭貸款。
The Payment Financing shall be fully drawn in one lump sum and shall only be applied for firstly payment of the balance of the Purchase Price ("Tranche A") and (if applicable) secondly repayment of the mortgage loan of the Existing Property ("Tranche B"). If the mortgage loan of the Existing Property cannot be fully repaid by the Payment Financing, the registered owner of the Existing Property shall arrange his/her own funds to fully repay the mortgage loan of the Existing Property.

(V) 樓價貸款的A部份及B部份的最高金額如下：
The maximum amounts of Tranche A and Tranche B of the Payment Financing are as follows:

情況 Situation	現有物業的(總)估算價值 The (total) Valuation of the Existing Property(ies)	A部份 (用於繳付樓價餘額) Tranche A (for payment of the balance of the Purchase Price)	B部份 (用於償還現有物業的按揭貸款) Tranche B (for repayment of the mortgage loan(s) of the Existing Property(ies))
1	樓價100%或以上 100% of the Purchase Price or above	樓價的90%* 90% of the Purchase Price*	樓價的30%@ 30% of the Purchase Price@
2	樓價90%或以上，但少於樓價100% 90% of the Purchase Price or above, but less than 100% of the Purchase Price	樓價的90%* 90% of the Purchase Price*	樓價的20%@ 20% of the Purchase Price@

3	樓價80%或以上，但少於樓價90% 80% of the Purchase Price or above, but less than 90% of the Purchase Price	樓價的90%* 90% of the Purchase Price*	樓價的10%@ 10% of the Purchase Price@
4	樓價65%或以上，但少於樓價80% 65% of the Purchase Price or above, but less than 80% of the Purchase Price	樓價的90%* 90% of the Purchase Price*	不適用 Not applicable
5	樓價55%或以上，但少於樓價65% 55% of the Purchase Price or above, but less than 65% of the Purchase Price	樓價的80%* 80% of the Purchase Price*	
6	樓價45%或以上，但少於樓價55% 45% of the Purchase Price or above, but less than 55% of the Purchase Price	樓價的70%* 70% of the Purchase Price*	

* 扣除所有賣方將提供用以支付樓價餘額部份的現金回贈等(如有)後的金額，惟貸款金額不可超過應繳付之樓價餘額。

* less all cash rebate(s) (if any) that will be offered by the Vendor for part payment of the balance of the Purchase Price, provided that the loan amount shall not exceed the balance of the Purchase Price.

@ 惟貸款金額不可超過現有物業的(總)按揭貸款餘額。

@ provided that the loan amount shall not exceed the (total) balance of the mortgage loan of the Existing Property(ies).

因應不同付款計劃的支付條款，如買方意欲申請最高貸款金額，可能須提前支付樓價餘額。指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對貸款金額作出調整。
Depending on the different terms of payment under the payment plans, the Purchaser intending to apply for the maximum loan amount may have to early settle the balance of the Purchase Price. The designated financing company will adjust the loan amount in accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor(s) (if any).

(VI) 利率為3.28% p.a.。最終利率以指定財務機構認可而定。
Interest rate shall be 3.28% p.a.. The final interest rate will be subject to approval by the designated financing company.

(VII) 樓價貸款的期限最長為36個月。
The maximum tenor of the Payment Financing shall be 36 months.

(VIII) 買方須以以下方式償還樓價貸款：
The Purchaser shall repay the Payment Financing in the following manner:

- 每月供款相當於樓價0.5%，先用於支付利息，餘款用於償還樓價貸款的A部份；及
  monthly instalment amount equivalent to 0.5% of the Purchase Price shall be paid to settle interest first, and the balance shall be applied for repayment of the Tranche A of the Payment Financing; and

- 於到期日，全數償還樓價貸款餘款及利息。
  fully repay the balance of the Payment Financing and interest on the maturity date.

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

(X) 買方可向指定財務機構申請附件13.2(d)所述的延續貸款，於樓價貸款到期日用以償還樓價貸款的A部份。延續貸款的最高金額為：
The Purchaser may apply to the designated financing company for the Extended Loan as set out in Annex 13.2(d)) for repayment of the Tranche A of the Payment Financing upon the maturity date of the Payment Financing. The maximum amount of the Extended Loan shall be:

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

指定財務機構會因應買方及其擔保人(如有)的信貸評估結果，對貸款金額作出調整。詳情請參閱附件13.2(d)。
The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her guarantor(s) (if any). Please see Annex 13.2(d) for details.

(XI) 買方須提供指定財務機構所需文件，包括但不限於在指定財務機構要求下提供信貸報告、還款紀錄及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估。買方必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。
The Purchaser is required to provide necessary documents upon request from the designated financing company, including without limitation, credit report, repayment record and/or banking record. The designated financing company will conduct credit check and assessment on the Purchaser and his/her guarantor(s) (if any). The Purchaser shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

(XII) 買方須提供足夠文件證明其還款能力(包括每月供款及到期還款)。
The Purchaser is required to provide sufficient documents to prove his/her repayment ability (including monthly instalments and the repayment on maturity).

(XIII) 樓價貸款申請須由指定財務機構獨立審批。
The Payment Financing application shall be approved by the designated financing company independently.

(XIV) 指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。
In accordance with the result of credit check and assessment of the Purchaser and his/her guarantor(s) (if any), the designated financing company will adjust the loan term(s) (including

without limitation the loan amount, the interest rate, the tenor and the other conditions) as set out in the relevant payment plan.

(XV) 買方敬請向指定財務機構查詢有關貸款用途及詳情。貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按正式合約(如適用，包括所有修改後的正式合約及補充合約)完成本物業的交易及繳付本物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and details of the loan. The approval or disapproval of the loan, the approved loan amount of the loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement (if applicable, including all revised Agreement and supplemental agreement(s)).

(XVI) 所有樓價貸款的法律文件須由賣方代表律師準備，並於賣方代表律師的辦事處簽署。買方無須支付任何申請貸款的手續費或法律費用(惟買方須自行支付為證明其現有物業良好業權之補契費用(如有)。如買方就樓價貸款另行自聘律師作為其代表律師，買方須負責其代表律師有關費用及代墊付費用。如現有物業有按揭，買方須自行聘請律師辦理解除按揭手續並支付相關律師費用及代墊付費用。
All legal documents of the Payment Financing shall be prepared by the Vendor's solicitors and signed at the office of the Vendor's solicitors. The Purchaser will not be charged any handling fee or legal fee for processing the loan application (except that the expenses for obtaining any missing title deeds (if any) in order to prove good title of the Existing Property shall be borne by the Purchaser). If the Purchaser shall instruct his/her own solicitors to act for him/her in the Payment Financing, the Purchaser shall bear his/her own solicitors' relevant costs and disbursements. If the Existing Property is mortgaged, the Purchaser shall instruct his/her own solicitors to handle the release of the mortgage and bear his/her own solicitors' relevant costs and disbursements.

(XVII) 樓價貸款受其他條款及細則約束。
The Payment Financing is subject to other terms and conditions.

(XVIII) 賣方無給予或視之為已給予任何就樓價貸款之批核的陳述或保證。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the Payment Financing.

附件 13.2(d) 延續貸款
Annex 13.2(d) Extended Loan

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

(I) 買方於有關貸款(指附件13.2(c)所述之置尊120)的到期日前最少60日以書面方式向指定財務機構(忠誠財務有限公司，為賣方的有聯繫公司) (『指定財務機構』)申請延續貸款 (「延續貸款」)。指定財務機構將不會處理逾期貸款申請。
The Purchaser makes a written application to the designated financing company (Honour Finance Company, Limited, which is a related company of the Vendor) ("designated financing company") for the Extended Loan ("Extended Loan") not less than 60 days before the maturity date of the relevant loan (refers to the Grand 120 as set out in Annex 13.2(c)). Late loan applications will not be processed by the designated financing company.

(II) 延續貸款的最高金額請參閱附件13.2(c)。
The maximum amount of the Extended Loan shall be as mentioned in Annex 13.2(c).

(III) 延續貸款必須以有關貸款申請時所要求的第一法定按揭作為抵押。
The Extended Loan shall be secured by the first legal mortgage(s) as per the requirement at the time of application for the relevant loan.

(IV) 本物業只可供買方自住。
The Property shall only be self-occupied by the Purchaser.

(V) 買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估。買方及其擔保人(如有)必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。
The Purchaser and his/her guarantor(s) (if any) shall provide sufficient documents to prove his/her repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note for the last 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her guarantor(s) (if any). The Purchaser and his/her guarantor(s) (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

(VI) 每月(所有種類)供款總額不可高於每月收入總額的50%。
The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income.

(VII) 延續貸款申請須由指定財務機構獨立審批。
The Extended Loan application shall be approved by the designated financing company independently.

(VIII) 延續貸款必須一次過全部提取，並只可用於償還有關貸款餘款。
The Extended Loan shall be fully drawn in one lump sum and shall only be applied for repayment of the balance of the relevant loan.

(IX) 延續貸款年期最長為20年。
The maximum tenor of the Extended Loan shall be 20 years.

(X) 利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率加1% p.a.，利率浮動。最終利率以指定財務機構認可而定。
Interest rate shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.

(XI) 買方須以按月分期償還延續貸款。
The Purchaser shall repay the Extended Loan by monthly instalments.

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

(XIII) 所有延續貸款的法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關延續貸款的律師費用及代墊付費用。
All legal documents of the Extended Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her own solicitors to act for him/her, and in such event, the Purchaser shall also bear his/her own solicitors' costs and disbursements relating to the Extended Loan.

(XIV) 買方須就申請延續貸款支付港幣$5,000的申請手續費。
The Purchaser shall pay HK$5,000 being the application fee for the Extended Loan.

(XV) **指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。**
In accordance with the result of credit check and assessment of the Purchaser and his/her guarantor(s) (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or other conditions) as set out in the relevant payment plan.

(XVI) 買方敬請向指定財務機構查詢有關延續貸款用途及詳情。延續貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。
The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Extended Loan. The approval or disapproval of the loan, the approved loan amount of the Extended Loan and the terms thereof are subject to the final decision of the designated financing company.

(XVII) 延續貸款受其他條款及細則約束。
The Extended Loan is subject to other terms and conditions.

(XVIII) 賣方無給予或視之為已給予任何就延續貸款之批核的陳述或保證。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the Extended Loan.

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

附件 13.3 送贈傢俱優惠
Annex 13.3 Free Furniture Offer

Tower 8 第8座

	5/F 5樓		6/F-12/F, 15/F-23/F & 25/F-27/F 6樓至12樓 ,15樓至23樓及25樓至27樓				28/F & 29/F 28樓及29樓			30/F & 31/F 30樓及31樓	
	A	B	A	B	C	D	A (Duplex) (複式)	C (Duplex) (複式)	D (Duplex) (複式)	A (Duplex) (複式)	C (Duplex) (複式)
Cabinet 組合櫃	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Bench 長櫈	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Cabinet with Specified Appliances 組合櫃及指定廚房家電	-	-	-	-	-	✓	✓	✓	✓	✓	✓
Stool 矮櫈	-	-	-	-	-	✓	✓	✓	✓	✓	✓
Sheer Curtain 窗紗	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Blinds 百葉簾	-	-	-	-	✓	-	✓	✓	✓	✓	✓
Chandelier 天花水晶燈	-	-	-	-	-	-	✓	✓	✓	✓	✓
BBQ Stove 燒烤爐	-	-	-	-	-	-	✓	✓	✓	✓	✓
External TV 戶外電視	-	-	-	-	-	-	-	-	-	-	✓

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

Signed by the Purchaser(s) 買方簽署

Annex 14
附件 14

WOO KWAN LEE & LO 胡關李羅律師行

Address : Room 2801, 28th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong
地址：香港灣仔港灣道30號新鴻基中心28字樓2801室

ULTIMA Phase 1 (天鑄 1 期)

Please bring the following documents upon signing the formal Agreement for Sale and Purchase
簽署正式買賣合約時，請攜帶以下文件：

1. Preliminary Agreement for Sale and Purchase
   臨時買賣合約
2. Hong Kong Identity Card and **original Address Proof** (e.g. utility bill or bank statement within the last 3 months)
   香港身份證及**住址證明正本**(例如最近三個月之水電費單或銀行月結單)
3. A cheque in favour of **"Woo Kwan Lee & Lo"** for payment of plan fee for Agreement for Sale and Purchase and miscellaneous charges (details see table below)
   支票抬頭請寫「**胡關李羅律師行**」，以支付買賣合約圖則費及雜項費用 (請參閱收費表)
4. A cashier's order in favour of **"Woo Kwan Lee & Lo"** for payment of further deposit of purchase price and stamp duty (please refer to the Note on Stamp Duty)
   本票抬頭請寫「**胡關李羅律師行**」，以支付樓價之加付訂金及買賣合約的印花稅 (請參閱印花稅須知)

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

1. Certified copy Memorandum & Articles of Association
   公司章程認證副本
2. Certified copy of latest Register of Directors and Annual Return of the Company (Form NNC1/NAR1/ND2A/ND2B)
   最近期之董事名冊認證副本及公司周年申報表認證副本
3. Company Chop
   公司膠印
4. Certified copy Board Minutes for the purchase of the premises
   購買有關單位之公司董事會會議紀錄認證副本
5. Certified copy Certificate of Incorporation of the Company
   公司註冊證書認證副本
6. Certified copy Business Registration Certificate
   商業登記證認證副本

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.	Formal Agreement for Sale and Purchase 正式買賣合約 **Note 1 備註 (1)** 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's order made payable to "**Woo Kwan Lee & Lo**" 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「**胡關李羅律師行**」	**see Note (a)** **見備忘錄 (a)**	1. Land search fees and miscellaneous charges : $400.00 田土廳查冊費及其他雜費：$400.00 2. Cost on account : $ 3,000.00 預付律師費 : $ 3,000.00 **[See Note (a) (ii) 見備忘錄 (a)(ii)]** 3. #Registration fee : $280.00 #登記費: $280.00 4. Certified copy charges for title deeds and documents : $2,895.00 業權契據認證副本：$2,895.00 5. Costs for preparing certified copy of Deed of Mutual Covenant with plans : $921.00 大廈公契認證副本費連圖則 : $921.00 6 Certified copy of Car Park Layout Plan : $485.00 車位佈局圖認證副本費 : $485.00 7. Company search fees (applicable to Corporate Purchaser only) : $400.00 公司查冊費（只適用於公司買家）: $400.00 8. Plan fee for Agreement (per set) : Unit $500.00 Special Unit/House $1,000.00 Special Unit with Roof $1,500.00 Car Park: $300.00 買賣合約圖則費 (每套) : 單位 $500.00 特色單位/獨立屋 $1,000.00

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197289530

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
			特色單位連天台 $1,500.00 車位 $300.00 9. Stamp Duty and Buyer's Stamp Duty (if applicable) (Please see Note on Stamp Duty) 印 花 稅 及 買 家 印 花 稅 (如適用) (請參閱印花稅須知) 10. Statutory Declaration to Stamp Office (if necessary): $800.00 each 擬備印花稅署之法定聲明(如需要): 每份$800.00
II.	(a) First Legal Mortgage 第一按揭契 Loan Amount : 貸款額 (i) not exceeding $ 5,000,000.00 不超過$5,000,000.00 (ii) between $ 5,000,001.00 and $7,500,000.00 $5,000,001.00 至$7,500,000.00 之間 (iii) between $7,500,001.00 and $10,000,000.00 $7,500,001.00 至 $10,000,000.00 之間 (iv) over $10,000,000.00 超過$10,000,000.00	 $ 5,000.00 $ 7,500.00 $ 8,500.00 0.1% of Loan Amount **[see Note (b)]** **[見 備 忘 錄 (b)]**	1. Land search fees and miscellaneous charges : $400.00 田土廳查冊費及其他雜費：$400.00 2. #Registration fee : $520.00* #登記費 : $520.00* 3. #Adjudication fee for First Legal Mortgage : $50.00* #第一正式按揭契裁定費 : $50.00* 4. # Filing fee at Companies Registry (applicable to Corporate Purchaser only) : $340.00* # 公司註冊處按揭登記費（只適用於公司買家）: $340.00* 5. Bankruptcy/winding up search fees ：$98.00 (each)* 個人破產/公司清盤查冊費：$98.00 (每人/每間公司)* 6. Company search fees (applicable to Corporate Purchaser only) : $400.00* 公司查冊費（只適用於公司買家）: $400.00*
	(b) Second Mortgage 第二按揭契	$ 6,000.00 **[see Note (b)]** **[見 備 忘 錄 (b)]**	1. Land search fees and miscellaneous charges : $400.00* 田土廳查冊費及其他雜費：$400.00* 2. # Registration fee : $450.00* #登記費 : $450.00* 3. #Adjudication fee for Second Mortgage : $ 50.00* #第二按揭契裁定費 : $50.00* 4. #Filing fee at Companies Registry (applicable to Corporate Purchaser only) : $340.00* #公司註冊處按揭登記費（只適用於公司買家）: $340.00* 5. Bankruptcy/winding up search fees ：$98.00 (each)* 個人破產/公司清盤查冊費：$98.00 (每人/每間公司)*
	(c) if both of the First Legal Mortgage and Second Mortgage shall be handled by Woo Kwan Lee & Lo 如第一按揭契及第二按揭契均由胡關李羅律師行辦理 First Legal Mortgage Loan Amount : 第一按揭貸款額 (i) not exceeding $ 5,000,000.00 不超過$5,000,000.00 (ii) between $ 5,000,001.00 and $7,500,000.00 $5,000,001.00 至 7,500,000.00 之間 (iii) between $7,500,001.00 and $10,000,000.00 $7,500,001.00 至 $10,000,000.00 之間 (iv) over $10,000,000.00 超過$10,000,000.00	 $ 9,000.00 $ 11,500.00 $ 12,500.00 0.1% of Loan Amount + $4,000.00 **[see Note (b)]** **[見 備 忘 錄 (b)]**	* The above fees and disbursements will be paid upon execution of First Legal Mortgage and/or upon execution of 2nd Mortgage respectively * 以上所有雜費於簽署第一按揭時及/或簽署第二按揭時各要支付一次

Annex 14
附件 14

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
III.	Assignment 轉讓契	**see Note (a)** **見 備 忘 錄 (a)**	1. Land search fees and miscellaneous charges : $400.00 田土廳查冊費及其他雜費：$400.00 2. #Registration fee : $520.00 #登記費 : $520.00 3. Plan fee for Assignment (per set) : Unit $1,500.00 Special Unit/House $3,000.00 Special Unit with Roof $4,500.00 Car Park: $1,000.00 轉讓契圖則費 (每套) : 單位 $1,500.00 特色單位/獨立屋 $3,000.00 特色單位連天台 $4,500.00 車位 $1,000.00 4. Stamp Duty : $100.00 印花稅 : $100.00 5. Levy under the Property Management Services Ordinance (Cap.626) : $350.00 《物業管理服務條例》(第 626 章)下的徵款:$350.00 6. Company search fees (applicable to Corporate Purchaser only) : $400.00 公司查冊費（只適用於公司買家) : $400.00 7. Board Resolution (applicable to Corporate Purchaser only) : $500.00 公司會議紀錄(只適用於公司買家) : $ 500.00 # 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 of his unit from the Vendor and the Purchaser also instructs the Vendor's solicitors to act for him in the purchase, all legal costs (but exclusive of miscellaneous charges specified in column (B) of the Table of Charges) of and incidental to the preparation and completion of the formal Agreement for Sale and Purchase and the Assignment to be borne by the Purchaser will be waived.

買賣雙方共同委託律師

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

(ii) **Change of Legal Representation**

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

買方中途轉換律師

若買方在簽署正式買賣合約後，另行聘請自己的代表律師處理轉讓契，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/its own legal costs as well as all fees and disbursements.

買賣兩方分開委託律師

如買方聘用自己選擇的律師，買方須負責及繳付買方自己之律師費及一切雜項費用。

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

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

1.	(a) Guarantee for 1st Mortgage and/or 2nd Mortgage 第一按揭及/或第二按揭擔保書	$2,500.00 each 每份 $2,500.00
	(b) Fees for advising potentially undue influenced party and preparing Acknowledgement of advice 向可能受不正當影響的一方提供法律意見及擬備確認書費用	$1,500.00 each set 每套 $1,500.00
2.	(Applicable to Corporate Purchaser) Particulars of Charge for filing at the Companies Registry and Board Resolution 公司買家另需付(a)按揭詳情(公司註冊處登記用)(b)會議記錄	$2,500.00 for each Company 每間公司每套 $2,500.00
3.	Supplemental Agreement 補充合約	$2,500.00 each (exclusive of disbursements) 每份 $2,500.00 (不包括雜項費用)
4.	Power of Attorney 授權書	$3,000.00 each (exclusive of disbursements) 每份 $3,000.00 (不包括雜項費用)
5.	For foreign corporate purchasers : (a) fees for obtaining foreign lawyers' opinion (b) obtaining up-to-date confirmation or opinion	 $6,500.00 $1,500.00
	(Remarks: Legal fees, charges and out-of-pocket expenses payable to foreign lawyers are NOT included) (適用於海外公司買家)另加安排海外律師法律意見之費用 (註：海外律師費及須支付海外律師之支出費用等並不包括在內)	
6.	Mortgage costs as quoted above are applicable only for preparation of one single simple security deed for financing the purchase. Preparation of any additional security documents (including Rental Assignment, Share Mortgage/Share Charge, Subordination Agreement, Assignment of Loan, Loan Agreement, etc.) will be charged on time costs basis. Quotation of costs will be supplied upon request. 上述有關按揭之律師費用只適用於準備一份以物業為抵押之簡單按揭文件。若需準備其他抵押文件(包括租金轉讓文件 / 股票按揭/押記 / 從屬協議 / 貸款轉讓文件及貸款協議書等)，收費將會按所需時間計算。有關費用之報價可應要求另外提供。	

Further Deposit / Part Payment of Purchase Price and Balance of Purchase Price shall be paid by CASHIER'S ORDER drawn in favour of "WOO KWAN LEE & LO"
加付訂金或繳付部份樓價及樓價餘款須以**銀行本票**支付，抬頭請寫「**胡關李羅律師行**」

CONTACT PERSON 聯絡人

You may contact the following staff of our firm during office hour Monday to Friday (9:30 a.m. to 12:00 noon and 2:15 p.m. to 5:00 p.m.) for enquiring the questions about signing the formal Agreement for Sale and Purchase.

如有查詢, 請於辦公時間內星期一至星期五(上午九時三十分至中午十二時正及下午二時十五分至五時)，與下列負責職員聯絡諮詢有關簽署正式買賣合約問題。

周耿忠先生 (Mr. Edmond Chow) (Leader)	(2586 9862)	Tower 6 Flat A, 17/F. - 27/F. Tower 7 Flat A, 5/F. - 17/F. Tower 8 Flat A, 11/F. - 22/F. House 1
黃美連小姐 (Ms. Rella Wong)	(2586 9863)	Tower 6 Flat B, 17/F. - 27/F. Tower 7 Flat B, 5/F. - 17/F. Tower 8 Flat B, 11/F. - 22/F. House 2
彭禮賢先生 (Mr. Pang Lai Yin)	(2586 9860)	Tower 6 Flat C, 17/F. - 25/F. Tower 6 Duplex C, 26/F. & 27/F. Tower 6 Duplex C, 28/F. & 29/F. Tower 7 Flat C, 5/F. - 17/F. Tower 8 Flat C, 11/F. - 22/F. House 3
陳鎮華先生 (Mr. Jason Chan)	(2586 9896)	Tower 6 Duplex B, 3/F. & 4/F. Tower 6 Flat D, 17/F. - 25/F Tower 7 Flat D, 5/F. - 17/F. Tower 7 Duplex C, 30/F. & 31/F. Tower 8 Flat A, 5/F. Tower 8 Flat D, 11/F. - 22/F.

Note on Stamp Duty
印花稅須知

Calculation of Ad Valorem Stamp Duty ("AVD")[@]
從價印花稅計算方法如下[@]

Consideration 樓價		Ad Valorem Stamp Duty Payable 從價印花稅
(a)	Up to 不超逾 $4,000,000	$100
(b)	$4,000,001 to 至 $4,323,780	$100 + 20% of the excess over $4,000,000 $100＋超出$4,000,000 的款額的 20%
(c)	$4,323,781 to 至 $4,500,000	1.5%
(d)	$4,500,001 to 至 $4,935,480	$67,500 + 10% of the excess over $4,500,000 $67,500＋超出$4,500,000 的款額的 10%
(e)	$4,935,481 to 至 $6,000,000	2.25%
(f)	$6,000,001 to 至 $6,642,860	$135,000 + 10% of the excess over $6,000,000 $135,000＋超出$6,000,000 的款額的 10%
(g)	$6,642,861 to 至 $9,000,000	3.00%
(h)	$9,000,001 to 至 $10,080,000	$270,000 + 10% of the excess over $9,000,000 $270,000＋超出$9,000,000 的款額的 10%
(i)	$10,080,001 to 至 $20,000,000	3.75%
(j)	$20,000,001 to 至 $21,739,120	$750,000 + 10% of the excess over $20,000,000 $750,000＋超出$20,000,000 的款額的 10%
(k)	$21,739,121 and above 及以上	4.25%
(l)	$100,000,001 to 至 $109,574,470	$4,250,000 + 30% of the excess over $100,000,000 $4,250,000＋超出$100,000,000 的款額的 30%
(m)	$109,574,471 and above 及以上	6.5%

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

Note: In the 2026-27 Budget, the Financial Secretary proposed to increase the AVD rate for instruments of residential property with value above $100 million from 4.25% to 6.5% with effect from 26 February 2026. The Government will introduce the Stamp Duty (Amendment) Bill 2026 into the Legislative Council to take forward the proposed adjustment. Subject to the enactment of the amendment ordinance, the new rates in Part 1 of Scale 1 and Scale 2 apply to any instrument of residential property executed on or after 26 February 2026. A new Scale 3 applies to instruments of non-residential property. There is no adjustment in the rates.

The above proposed AVD rates will apply to the instruments for acquiring residential and non-residential properties only after they are passed by the Legislative Council and the relevant amendment ordinance comes into effect. For instruments of residential properties, the Inland Revenue Department will continue to charge stamp duty at the prevailing AVD rate of 4.25%. Once the bill is passed by the Legislative Council and comes into effect upon gazettal, the purchaser or vendor concerned has to pay the difference of the stamp duty within 30 days.

Please consult your solicitors regarding details of the payment of AVD.

註: 財政司司長於 2026-27 財政預算案中建議，由 2026 年 2 月 26 日起，調高價值 1 億元以上住宅物業的從價印花稅的稅率，由 4.25%上調至 6.5%。政府將向立法會提交《2026 年印花稅（修訂）條例草案》，以實施擬議調整。待修訂條例生效後，第 1 標準第 1 部及第 2 標準的新稅率適用於任何在 2026 年 2 月 26 日或之後簽立的住宅物業文書。新增第 3 標準稅率將適用於非住宅物業文書，稅率並無調整。

上述建議稅率須待獲立法會通過及有關修訂條例生效後才適用於取得住宅物業及非住宅物業的文書。就取得住宅物業的文書而言，稅務局會繼續按現行的 4.25%稅率徵收有關住宅物業交易的印花稅。當條例草案獲立法會通過並刊憲生效後，有關交易的買家或賣家須在 30 天內繳付印花稅的差額。

有關支付從價印花稅之詳情，請向 閣下律師查詢。

孖士打
JSM

ULTIMA (天鑄)

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: 28432211 傳真:28459121

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

Please make the necessary appointment and call at Johnson Stokes & Master of **18th Floor, Prince's Building, No. 10 Chater Road, Central, Hong Kong** to sign the formal Agreement for Sale and Purchase during office hours as soon as possible after the signing of the 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 "Anti-Money Laundering" leaflet issued by the Law Society of Hong Kong, which is available at the Sales Office or can be downloaded from the following website:-
務請首先詳閱香港律師公會所發出有關「打擊洗錢」之單張，該單張由售樓處派發或可在以下網站下載 :-
https://www.hklawsoc.org.hk/-/media/HKLS/Home/Support-Member/Professional-Support/AML/AML-Template/AML-Leaflet-for-Clients.pdf
https://www.hklawsoc.org.hk/-/media/HKLS/Home/Support-Member/Professional-Support/AML/AML-Template/AML-Leaflet-for-Clients-Chinese.pdf

Please bring the following documents to the office of Johnson Stokes & Master upon signing the formal Agreement for Sale and Purchase
簽署正式買賣合約時，請攜帶以下文件駕臨孖士打律師行:

1. The original Preliminary Agreement for Sale and Purchase
正本臨時買賣合約

2. Hong Kong Identity Card OR other identification document (if applicable) and **Original Address Proof** (e.g. utility bill or bank statement within the last 3 months)
香港身份證或其他身份証明文件(如適用)及**住址證明正本**(例如最近三個月之水電費單或銀行月結單)

3. A cheque in favour of **"Johnson Stokes & Master"** for payment of plan fee for Agreement for Sale and Purchase, miscellaneous charges and advance payment (details see table below)
支票抬頭請寫「**孖士打律師行**」，以支付買賣合約圖則費、雜項費用及預繳之費用(請參閱收費表)

4. A cashier order in favour of **"Johnson Stokes & Master"** for payment of further deposit of purchase price
本票抬頭請寫「**孖士打律師行**」，以支付樓價之加付訂金

5. A cashier order in favour of **"Johnson Stokes & Master"** for payment of stamp duty (see Remark 1, Calculation of Ad Valorem Stamp Duty)
本票抬頭請寫「**孖士打律師行**」，以支付買賣合約的印花稅(請參閱備註(1)，從價印花稅計算方法)

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

1. Certified copy Memorandum & Articles of Association
公司章程的認證副本

2. Certified copy of latest register of directors and annual return of the Company (Form X/D2/AR1/NNC1/NAR1/ND2A/ND2B)
最近期之董事名冊認證副本及公司周年申報表的認證副本(表格 X/D2/AR1/NNC1/NAR1/ND2A/ND2B)

3. Company Chop
公司膠印

4. Certified copy Board Minutes for the purchase of the premises
購買有關單位之公司董事會會議紀錄的認證副本

5. Certified copy Certificate of Incorporation of the Company
公司註冊證書的認證副本

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

Annex 14
附件 14

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 "Johnson Stokes & Master"
加付訂金或繳付部份樓價及樓價餘款須以銀行本票支付，抬頭請寫「孖士打律師行」

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

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

Type of Documents 文件種類		(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
I.	Formal Agreement for Sale and Purchase 正式買賣合約 **Remark 1 備註 (1)** Upon signing of the formal Agreement for Sale and Purchase, the Purchaser shall pay the ad valorem stamp duty by way of cashier order made payable to "**Johnson Stokes & Master**" 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，本票抬頭請寫「孖士打律師行」	**see Note (a)** **見備忘錄 (a)**	1. Land search fees and miscellaneous charges : $400.00 田土廳查冊費及其他雜費：$400.00 2. Cost on account : $3,000.00 預付律師費 : $3,000.00 **[See Note (a) (ii) 見備忘錄(a)(ii)]** 3. #Registration fee : $280.00 #登記費 : $280.00 4. **Part** of certified copy charges of title deeds : $1,015.00 **部份**業權契據認證副本費用 : $1,015.00 5. Company search fees (applicable to Corporate Purchaser only) : $200.00 公司查冊費（只適用於公司買家）: $200.00 6. Plan fee for Agreement (per set) : Unit $300.00 Special Unit/House $600.00 Special Unit with Roof $900.00 Parking Space: $200.00 買賣合約圖則費 (每套) : 單位 $300.00 特色單位/獨立屋 $600.00 特色單位連天台 $900.00 車位 $200.00 7. Stamp Duty (please see Note on Stamp Duty) 印花稅 (請參閱印花稅須知)

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II.	(a) First Legal Mortgage 第一按揭契 Loan Amount : 貸款額 (i) not exceeding $5,000,000.00 不超過$5,000,000.00 (ii) between $5,000,001.00 and $7,500,000.00 $5,000,001.00 至 7,500,000.00 之間 (iii) between $7,500,001.00 and $10,000,000.00 $7,500,001.00 至 $10,000,000.00 之間 (iv) over $10,000,000.00 超過$10,000,000.00	 $5,000.00 $7,500.00 $8,500.00 0.1% of Loan Amount **see Note (b)** **見 備 忘 錄 (b)**	1. Land search fees and miscellaneous charges : $400.00 田土廳查冊費及其他雜費: $400.00 2. #Registration fee : $520.00 #登記費 : $520.00 3. #Adjudication fee for First Legal Mortgage (if applicable) : $50.00 #第一按揭契裁定費（如適用） : $50.00 4. #Filing fee at Companies Registry (applicable to Corporate Purchaser only) : $340.00 #公司註冊處按揭登記費（只適用於公司買家）: $340.00 5. Bankruptcy/winding up search fees : $98.00 (each) 個人破產/公司清盤查冊費: $98.00 (每人/每間公司) 6. Company search fees (applicable to Corporate Purchaser only) : $200.00 公司查冊費（只適用於公司買家） : $200.00
	(b) Second Mortgage 第二按揭契	$6,000.00 **see Note (b)** **見 備 忘 錄 (b)**	1. Land search fees and miscellaneous charges : $400.00 田土廳查冊費及其他雜費: $400.00 2. #Registration fee : $520.00 #登記費 : $520.00 3. #Adjudication fee for Second Mortgage : $50.00 #第二按揭契裁定費 : $50.00 4. #Filing fee at Companies Registry (applicable to Corporate Purchaser only) : $340.00 #公司註冊處按揭登記費（只適用於公司買家）: $340.00 5. Bankruptcy/winding up search fees : $98.00 (each) 個人破產/公司清盤查冊費: $98.00 (每人/每間公司) 6. Company search fees (applicable to Corporate Purchaser only) : $200.00 公司查冊費（只適用於公司買家） : $200.00
	(c) if both of the First Legal Mortgage and Second Mortgage shall be handled by Johnson Stokes & Master 如第一按揭契及第二按揭契均由孖士打律師行辦理 First Legal Mortgage Loan Amount : 第一按揭貸款額 (i) not exceeding $ 5,000,000.00 不超過$5,000,000.00 (ii) between $ 5,000,001.00 and $7,500,000.00 $5,000,001.00 至$7,500,000.00 之間 (iii) between $7,500,001.00 and $10,000,000.00 $7,500,001.00 至 $10,000,000.00 之間	 $9,000.00 $11,500.00 $12,500.00	Please refer to Item II. (a) and (b) Column (B) 請參閱 II.(a)及(b)項(B)欄

	(iv) over $10,000,000.00 超過$10,000,000.00	0.1% of Loan Amount + $4,000.00 **see Note (b) and (c)** **見備忘錄(b)及(c)**	
III.	Assignment 轉讓契	**see Note (a)** **見 備 忘 錄 (a)**	1. Land search fees and miscellaneous charges : $400.00 田土廳查冊費及其他雜費：$400.00 2. #Registration fee : $520.00 #登記費 : $520.00 3. Plan fee for Assignment (per set) : Unit $1,200.00 Special Unit/House $2,400.00 Special Unit with Roof $3,600.00 Parking Space: $1,000.00 轉讓契圖則費 (每套) : 單位 $1,200.00 特色單位/獨立屋 $2,400.00 特色單位連天台 $3,600.00 車位 $1,000.00 4. Certified copies charges for **remaining** title deeds and documents : to be advised before completion **剩餘**業權契據認證副本：成交前通知 5. Costs for preparing Certified copy of Deed of Mutual Covenant with plans : to be advised before completion 大廈公契認證副本費連圖 : 成交前通知 6. Stamp Duty : $100.00 印花稅 : $100.00 7. Levy payable to Property Management Services Authority: $350.00 向物業管理業監管局繳付的徵款: $350.00 8. 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 9. 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

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

買賣雙方共同委託律師

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

(ii) Change of Legal Representation

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

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

(iii) Separate Legal Representation

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

買賣兩方分開委託律師
如買方聘用自己選擇的律師，買方須負責及繳付買方自己之律師費及一切雜項費用。

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

(c) In fact, Johnson Stokes & Master will act for the mortgagee including bank (but not the Purchaser, the borrower or the guarantor) in the preparation of the Legal Charge/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)處理按揭契及擔保書。

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

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

(Remarks: Legal fees, charges and out-of-pocket expenses payable to foreign lawyers are NOT included)
(適用於海外公司買家)另加(a)安排海外律師法律意見和(b)安排最新的確認或意見之費用
(註：海外律師費及須支付海外律師之支出費用等並不包括在內)

6. Mortgage costs as quoted above are applicable only for preparation of one single simple security deed for financing the purchase. Preparation of any additional security documents (including Rental Assignment, Share Mortgage/Share Charge, Subordination Agreement, Assignment of Loan, Loan Agreement, etc.) will be charged on time costs basis. Quotation of costs will be supplied upon request.
上述有關按揭之律師費用只適用於準備一份以物業為抵押之簡單按揭文件。若需準備其他抵押文件(包括租金轉讓文件 / 股票按揭 / 股票押記 / 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。

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

Annex 14
附件 14

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

Annex 14
附件 14

Note on Stamp Duty
印花稅須知

Increasing AVD rate for instruments of residential property with value above HK$100 million
調高價值港幣 1 億元以上的住宅物業的從價印花稅的稅率

1. In the 2026-27 Budget, the Financial Secretary proposed to increase the ad valorem stamp duty ("**AVD**") rate for instruments of residential property with value above $100 million from 4.25% to 6.5% with effect from 26 February 2026. The Government will introduce the Stamp Duty (Amendment) Bill 2026 into the Legislative Council to take forward the proposed adjustment. Subject to the enactment of the amendment ordinance, the new rates in Part 1 of Scale 1 and Scale 2 apply to any instrument of residential property executed on or after 26 February 2026. A new Scale 3 applies to instruments of non-residential property. There is no adjustment in the rates.
財政司司長於 2026-27 財政預算案中建議，由 2026 年 2 月 26 日起，調高價值 1 億元以上住宅物業的「從價印花稅」的稅率，由 4.25%上調至 6.5%。政府將向立法會提交《2026 年印花稅（修訂）條例草案》，以實施擬議調整。待修訂條例生效後，第 1 標準第 1 部及第 2 標準的新稅率適用於任何在 2026 年 2 月 26 日或之後簽立的住宅物業文書。新增第 3 標準稅率將適用於非住宅物業文書，稅率並無調整。

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

2. The Stamp Duty (Amendment) Ordinance 2025 ("**2025 Amendment Ordinance**") was published in the Gazette on 16 May 2025 to give effect to a proposal in the 2025-26 Budget to raise the maximum value of properties chargeable to a stamp duty of $100 to $4 million with effect from 26 February 2025. Under the 2025 Amendment Ordinance, unless otherwise provided, the new value bands will be applicable to any instrument executed on or after 26 February 2025 for the sale and purchase or transfer of residential or non-residential property.
《2025 年印花稅（修訂）條例》（《2025 年修訂條例》）已於 2025 年 5 月 16 日刊憲，以實施 2025-26 年度財政預算案中的建議，將 100 元印花稅適用的物業價值上限調高至 4 百萬元，由 2025 年 2 月 26 日起生效。根據《2025 年修訂條例》，除另有規定外，新稅階適用於任何在 2025 年 2 月 26 日或之後所簽立以買賣或轉讓住宅或非住宅物業的交易文書。

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

3. The Stamp Duty (Amendment) Ordinance 2024 ("**2024 Amendment Ordinance**") was published in the Gazette on 19 April 2024 to give effect to the proposals in the 2024-25 Budget to cancel all demand-side management measures for residential properties. Under the 2024 Amendment Ordinance, (a) the AVD rate of 7.5% under Part 1 of Scale 1 is amended to the same rate as those of AVD at Scale 2 with effect from 28 February 2024; and (b) any instrument executed on or after 28 February 2024 for the sale and purchase or transfer of residential property is no longer subject to special stamp duty and buyer's stamp duty.
《2024 年印花稅（修訂）條例》（《2024 年修訂條例》）已於 2024 年 4 月 19 日刊憲，以實施 2024-25 年度財政預算案中的建議，即撤銷所有住宅物業需求管理措施。根據《2024 年修訂條例》，(a) 由 2024 年 2 月 28 日起，第 1 標準第 1 部之下百分之七點五的從價印花稅稅率修訂為與從價印花稅第 2 標準的稅率相同；及 (b) 在 2024 年 2 月 28 日或之後所簽立以買賣或轉讓住宅物業的文書均無須徵收額外印花稅及買家印花稅。

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

Calculation of Ad Valorem Stamp Duty
從 價 印 花 稅 計 算 方 法 如 下

Part 1 of Scale 1 and Scale 2 rates (applicable to instrument of residential property)
第 1 標準第 1 部及第 2 標準稅率 (適用於住宅物業文書)

Consideration 樓價	Ad Valorem Stamp Duty Payable 從價印花稅
Up to $4,000,000	$100
$4,000,001 to $4,323,780	$100+20% of the excess over $4,000,000
$4,323,781 to $4,500,000	1.50%
$4,500,001 to $4,935,480	$67,500+10% of the excess over $4,500,000
$4,935,481 to $6,000,000	2.25%
$6,000,001 to $6,642,860	$135,000+10% of the excess over $6,000,000
$6,642,861 to $9,000,000	3.00%
$9,000,001 to $10,080,000	$270,000+10% of the excess over $9,000,000
$10,080,001 to $20,000,000	3.75%
$20,000,001 to $21,739,120	$750,000+10% of the excess over $20,000,000
$21,739,121 to $100,000,000	4.25%
$100,000,001 to $109,574,470	$4,250,000+30% of the excess over $100,000,000
$109,574,471 and above	6.5%

Annex 14
附件 14

Scale 3 rates (applicable to non-residential property)
第 3 標準稅率 (適用於非住宅物業文書)

Consideration 樓價	Ad Valorem Stamp Duty Payable 從價印花稅
Up to $4,000,000	$100
$4,000,001 to $4,323,780	$100+20% of the excess over $4,000,000
$4,323,781 to $4,500,000	1.50%
$4,500,001 to $4,935,480	$67,500+10% of the excess over $4,500,000
$4,935,481 to $6,000,000	2.25%
$6,000,001 to $6,642,860	$135,000+10% of the excess over $6,000,000
$6,642,861 to $9,000,000	3.00%
$9,000,001 to $10,080,000	$270,000+10% of the excess over $9,000,000
$10,080,001 to $20,000,000	3.75%
$20,000,001 to $21,739,120	$750,000+10% of the excess over $20,000,000
$21,739,121 and above	4.25%

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.

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，公眾人仕便能使不法分子更難把清洗黑錢和恐怖組織的融資活動，掩飾為合法業務。新措施對清洗黑錢及恐怖活動分子濫用香港法律服務，將發揮阻嚇作用。

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

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

常見問題

香港律師會為何要求律師向客戶索取有關身份證明及核實資料?

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

除身份證明文件外，律師還會進一步索取其他資料嗎?

律師將根據交易性質進行查證工作。例如辦理樓宇買賣時，律師可能提出以下問題:

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

如果是較複雜或金額不尋常的交易，客戶可能需要提供進一步資料。

何謂「可疑交易」?

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

- 身份不明
- 不尋常的指示
- 不尋常的結算要求

我可否拒絕提供資料?

假如客戶未能提供所需資料，律師可能會拒絕或停止為該客戶服務。

律師將如何處理我所提供的資料? 資料會否保密? 會否轉交第三者?

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

THE LAW SOCIETY OF HONG KONG
香港律師會

你我攜手為香港把關
Gatekeeping for HKSAR

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

新地會 SHKP CLUB

SHKP Club Application Form

Thank you for your interest in becoming a SHKP Club member. The objectives of SHKP Club are to promote the business and image of Sun Hung Kai Properties Group and facilitate interaction and communication between members and Sun Hung Kai Properties Group. In line with these objectives, SHKP Club will send to its members direct marketing information relating to Sun Hung Kai Properties Group and SHKP Club from time to time. Before you apply to become a SHKP Club member, please read carefully the "Use of personal data in direct marketing" section in this application form to understand how SHKP Club may use your personal data for direct marketing purpose and the scope of direct marketing. By applying to become a SHKP Club member, you agree to receive direct marketing information relating to Sun Hung Kai Properties Group and SHKP Club. SHKP Club will not send direct marketing information that is unrelated to Sun Hung Kai Properties Group or SHKP Club.

Please read carefully the Terms and Conditions of Membership (in particular the "Personal Information Collection Statement" section) which are set out in this application form as well as posted on the SHKP Club website before completing and submitting the application. Applicants must be aged 18 or over. Application form must be completed. Please send the application form together with required documents to SHKP Club by post (Address: 45/F, Sun Hung Kai Center, 30 Harbour Road, Wanchai, Hong Kong), or via fax at 852-2827 8804. The documents will be destroyed after checking. Applicants may also submit the application form in person and produce physically the documents for checking.

(#must be completed)

Personal Details

1. ☐ Mr. 2. ☐ Miss 3. ☐ Mrs 4. ☐ Ms

Name printed on ID Card/ Passport (English / Pinyin) | Chinese Name | Date of Birth (DD / MM)

/

 # Age Group ☐ 18 – 21 ☐ 22 – 25 ☐ 26 – 29 ☐ 30 – 33 ☐ 34 – 37 ☐ 38 – 41 ☐ 42 – 45 ☐ 46 – 49 ☐ 50 – 53 ☐ 54 – 57 ☐ 58 – 61 ☐ 62 - 65 ☐ Above 65

Marital Status 1. ☐ Single 2. ☐ Married 3. ☐ Divorced

Education Level 1. ☐ Below Secondary 2. ☐ Secondary 3. ☐ Post-secondary 4. ☐ University or above

Present Residential Address

☐ **Hong Kong** District: ☐ Central & Western ☐ Wan Chai ☐ Eastern ☐ Southern ☐ Sham Shui Po ☐ Yau Tsim Mong ☐ Kowloon City ☐ Wong Tai Sin ☐ Kwun Tong ☐ Sha Tin ☐ Tai Po ☐ North ☐ Yuen Long ☐ Tuen Mun ☐ Sai Kung ☐ Islands ☐ Tsuen Wan ☐ Kwai Tsing

☐ **Mainland China** Province: ☐ Beijing ☐ Tianjin ☐ Shanghai ☐ Chongqing ☐ Hebei Province ☐ Shanxi Province ☐ Inner Mongolia Autonomous Region ☐ Liaoning Province ☐ Jilin Province ☐ Heilongjiang Province ☐ Jiangsu Province ☐ Zhejiang Province ☐ Anhui Province ☐ Fujian Province ☐ Jiangxi Province ☐ Shandong Province ☐ Henan Province ☐ Hubei Province ☐ Hunan Province ☐ Guangdong Province ☐ Guangxi Zhuang Autonomous Region ☐ Hainan Province ☐ Sichuan Province ☐ Guizhou Province ☐ Yunnan Province ☐ Tibet Autonomous Region ☐ Shanxi Province ☐ Gansu Province ☐ Qinghai Province ☐ Ningxia Hui Autonomous Region ☐ Xinjiang Uygur Autonomous Region

City: _____

☐ **Other Countries/ Regions, please specify:** _____

Type of Current Housing: ☐ Private housing ☐ Public housing ☐ Subsidised home ownership housing ☐ Bungalows/ village houses ☐ Detached house ☐ Dormitory ☐ Others

Home Telephone No. (Area Code – Phone No.) | **# Mobile Number** | **# E-mail Address**

Personal Annual Income (in HKD) ☐ Below $300,000[1] ☐ $300,000 - $700,000[4] ☐ Above $700,000[7]

(The application confirmation and eMembership card will be sent to you via email. You will also receive a "one-time password" via SMS if your mobile is a HK local number while non-HK mobile numbers will receive it via email instead.)

Membership Type

I hereby apply to become the following member of SHKP Club:

☐ Ordinary Member **(Aged 18 or over)** ☐ Star Member **(Aged 18 or over and are buyers or tenants in an SHKP residential property or principal guest in the capacity of licensee in SHKP Suite Hotel)**

Eligibility for Membership

Telephone or email address proofs is required if Ordinary Membership is applied for. The following section needs to be completed and telephone or email address proofs and other required documents should be submitted if Star Membership is applied for.

Star membership will only be approved after SHKP Club received the required documents from the applicant. Star membership applicants who have not yet submitted the required documents will be treated as Ordinary membership applicants tentatively.

I confirm that I am eligible for Star Membership in the SHKP Club by virtue of having purchased or rented the following residential property or having stayed as the principal guest in the capacity of licensee in the Suite Hotel developed by Sun Hung Kai Properties Group. (Please specify the property purchased/rented/ licensed if it differs from your present residential address)

☐ **In Hong Kong** ☐ **Regions other than Hong Kong** (Please specify Country and Province/ Municipality: _____)

Name of Property | Block | Floor | Room/ Flat

☐ I am/have been the buyer of residential property(ies) developed solely or jointly by Sun Hung Kai Properties Group [See Note 1].

☐ First hand buyer [See Note 2] ☐ Second hand buyer [See Note 3]

To prove my purchase of such property(ies), **I submit copy of** ☐ the relevant documentary evidence [See Note 4] or ☐ a rates and government rent demand note or ☐ a letter from legal firm confirming completion of my purchase of the property for your examination.

☐ I am/have been the tenant of residential property or principal guest (in the capacity of licensee) of Suite Hotel solely or jointly developed by Sun Hung Kai Properties Group.

I submit copy of the relevant tenancy agreement or long staying agreement for your examination. ☐ Current tenant ☐ Previous tenant

Note 1: • **Residential properties exclude car parking spaces, motor-cycle parking spaces or bicycle parking spaces within a residential development.**
• **For the purpose of this Application for Star Membership, the Club accepts a director to be the applicant if the relevant unit is purchased or leased or licensed (as the case may be) in the name of that corporate purchaser or corporate tenant or corporate principal guest.**

Note 2: First hand buyer means the purchaser under a sale and purchase agreement made with Sun Hung Kai Properties Limited or any of its subsidiaries or associate companies as vendor.

Note 3: Second hand buyer means purchaser other than First hand buyer. Both first hand buyer and second hand buyer are regarded as SHKP property owner.

Note 4: The relevant documentary evidence(excluding management fee deposit receipt, management fee receipt, and the like)are copies of the followings showing the applicant is/was a buyer of SHKP residential property:

First Hand Buyer/Second Hand Buyer under personal name: • Memorandum for sale or provisional agreement for sale and purchase • Formal agreement for sale and purchase
(At least one of the following has to be produced.) • Assignment or Certificate of Real Estate Ownership • Land Registry's land search record (type: historical and current)

First Hand Buyer/Second Hand Buyer under company name (Showing the applicant is one of that company's directors)
• Copy of Form X/D2/AR1 of the Companies Registry or the Notice Filing from local Administration for Industry & Commerce in China;
and **at least one of the following has to be produced**: i) Memorandum for sale or provisional agreement for sale and purchase ii) Formal agreement for sale and purchase
iii) Assignment or Certificate of Real Estate Ownership iv) Land Registry's land search record (type: historical and current)

The information marked as necessary in the application form has to be provided. If you do not provide such information, we are unable to process your application. Your personal data and related data submitted will be protected and will be used for the purpose of processing your application including the verification of the information provided by you and consideration of your eligibility to the membership, and other purposes set out in the Personal Information Collection Statement set out in the Terms and Conditions of Membership. For such purpose, we may compare your personal information with all personal information concerning you previously provided to Sun Hung Kai Properties Group and by signing this application form you consent to this exercise. The personal data provided by you will only be disclosed or transferred to parties relevant and necessary for the purposes stated above. You have the right to request access to and correction of your personal data in accordance with the provisions of the Personal Data (Privacy) Ordinance (Cap. 486). Any data access request or data correction request may be made to our Data Protection Officer at its office situated at 45/F, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Tel. 852-2828 7878 Fax 852-2827 8804 Email shkpclub@shkp.com).

Declaration

I confirm that I have read and understood the Terms and Conditions of Membership, and agree to be bound by such Terms and Conditions of Membership and consent to the uses specified in the PICS therein. I confirm that I have read carefully the "Use of personal data in direct marketing" section below and I understand how SHKP Club may use my personal data for direct marketing purpose and the scope of direct marketing. I agree to receive direct marketing information relating to Sun Hung Kai Properties Group and SHKP Club. I also declare that all information supplied by me is true, correct and complete.

☐ **(If you are making this application in Hong Kong, you are not required to check this box. If you are making this application outside Hong Kong, you are required to check this box, otherwise SHKP Club is unable to process your application.) I agree and consent to the collection, use, storage or otherwise processing of my personal data by SHKP Club for the purposes set out in the Customer Data (Privacy) Policy, and SHKP Club may transfer my personal data to Sun Hung Kai Properties Group in Hong Kong for further processing for such purposes. I acknowledge that I can exercise my rights in relation to my personal data through the SHKP Club hotline at 852-2828 7878 or shkpclub@shkp.com.**

Use of Personal Data in Direct Marketing

SHKP Club intends to use all information provided by you in this application form (including your name, contact details and your replies in the Questionnaire portion) in direct marketing. The direct marketing may relate to Sun Hung Kai Properties Group or SHKP Club, including (i) real estate properties located in Hong Kong and overseas (whether residential, commercial or industrial, and including car parking spaces) owned or developed by any Sun Hung Kai Properties Group member or for which any Sun Hung Kai Properties Group member acts as sales or leasing agent, and the loan facilities offered by financial institutions for purchasing or leasing these properties, (ii) shopping malls and hotels owned, operated or managed by any Sun Hung Kai Properties Group member, including the products, services, facilities and events offered by the shops and outlets in these shopping malls and hotels, and (iii) other types of products, services, facilities and events offered by any Sun Hung Kai Properties Group member, including property management, construction, insurance, financial services, telecommunications, information technology, transport infrastructure operations and management, port business, transport and logistics, waste management, educational, recruitment, reward/loyalty/ privilege programs, corporate social responsibility activities, and charitable and non-profitable causes. SHKP Club may not use your information in direct marketing unless it has received your consent.

Sun Hung Kai Properties Group means Sun Hung Kai Properties Limited and any company in which it holds directly or indirectly at least 50% of issued share capital. The objectives of SHKP Club are to promote the business and image of Sun Hung Kai Properties Group and facilitate interaction and communication between members and Sun Hung Kai Properties Group. By applying to become a SHKP Club member, you agree to SHKP Club using your information for direct marketing purpose in the manner and scope set out above. SHKP Club will usually send direct marketing information to you by email, and may also use other means. If you wish to opt-out from communication means other than email, please tick the appropriate box below. If no box is ticked, SHKP Club may use all the means set out below:

☐ **phone (voice)** ☐ **phone (SMS, text, etc.)** ☐ **post**

 # Signature

Date : D/ M/ Y/

Authorization for submission of the SHKP Club membership application form

I, _____ (Applicant's name on HKID), hereby appoint Mr./ Ms. _____ of _____ (company name, if applicable) to submit the SHKP Club application form on my behalf. I confirm that the form has been signed by me and all the information filled in the form is provided by me and is true and complete.

Confirmed by applicant
(This signature should be the same as that in the SHKP Club membership application form)

Date : D/ M/ Y/

I, the authorized person, hereby acknowledge that the membership application form is signed by the applicant and submitted by me on behalf of the applicant. I understand that I shall be legally liable for any unauthorized provision of amendment to the application form or making any misrepresentation.

Confirmed by authorized person

Date : D/ M/ Y/

[Revised in April 2025]

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新地會
SHKP CLUB

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

Questionnaire^

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

1. SHKP Related Information
   a. ☐ SHKP properties b. ☐ Insurance c. ☐ SHKP Malls d. ☐ Telecommunications e. ☐ Hotels
   f. ☐ Japanese Department Store g. ☐ Others (please specify: _____)
2. Life
   a. ☐ Current affairs b. ☐ Home design & decoration c. ☐ Food & beverages d. ☐ Fashion e. ☐ Home maintenance & cleaning
   f. ☐ Wealth management g. ☐ Parents h. ☐ Car / Driving i. ☐ Reading and culture j. ☐ Beauty & fitness
   k. ☐ Electronic products/ computers l. ☐ Health information m. ☐ Others (please specify: _____)
3. Leisure and entertainment
   a. ☐ Pop music b. ☐ Travel c. ☐ Movies d. ☐ Sports e. ☐ Electronic/ Computer games
   f. ☐ Cooking g. ☐ Trend h. ☐ Pets i. ☐ Quality living j. ☐ Gardening
   k. ☐ Others (please specify: _____)
4. Property-related events/ programs (Please tick all that interest you):
   a. ☐ New Hong Kong property previews b. ☐ New mainland property reviews c. ☐ New clubhouse previews d. ☐ Member/ first-time buyer incentives e. ☐ Member/ Upgrader incentives
   f. ☐ Purchase referral programs g. ☐ Mortgages h. ☐ Related legal issues i. ☐ Home design/ renovation workshops j. ☐ Home maintenance workshops
   k. ☐ Others (please specify: _____)
5. How many residential properties do you own in Hong Kong?
   a. ☐ 0 b. ☐ 1 c. ☐ 2 d. ☐ 3 e. ☐ 4 f. ☐ 5 or more
6. If you were to buy a new residential property, would you sell all of your other residential property(ies) currently owned in HK, or assign them to your close relative(s) from the time of purchase and within 6 months after the estimated material date?
   a. ☐ Sell all b. ☐ Transfer them all to close relatives c. ☐ Neither d. ☐ Undecided e. ☐ Not applicable
7. Are you or anyone in your household planning to buy a residential property in Hong Kong in the next two years? If so, would you / they be a first-time buyer?
   Me: a. ☐ Yes (first-time buyer/ not first-time buyer) b. ☐ No Others in the household: c. ☐ Yes (first-time buyer/ not first-time buyer) d. ☐ No
8. What layout(s) would you consider when buying a residential property in the next two years?
   a. ☐ Studio b. ☐ 1-bedroom c. ☐ 2-bedroom d. ☐ 3-bedroom e. ☐ 4-bedroom or more f. ☐ I'm not planning to buy

Staff Only _____ (/ /)	_____ (/ /)	No.
On-site Checking : ☐	No. :	
Approve : ☐ Accept	☐ Reject	Copy

Terms & conditions of membership

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

MEMBERSHIP

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

MEMBERSHIP CARD

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

FACILITIES AND SERVICES

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

THE CLUB'S RESPONSIBILITIES

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

REIMBURSEMENT OF COST BY MEMBER

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

AMENDMENT OF TERMS AND CONDITIONS

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

RESIGNATION

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

EXPULSION OF MEMBERS

The Club may, if it considers that any Member has conducted himself/herself in any way injurious to the Club or prejudicing the interests of the Club or has committed any breach of these Terms and Conditions, expel the Member from Membership of the Club and the decision of the Club shall be final and conclusive. A Member who has been expelled from the Club shall cease to have any rights, benefits or privileges of Membership and any rights to enjoy the facilities and services provided or procured by the Club and shall immediately, upon receipt of the notice of expulsion, surrender to the Club his/her Physical Card and remove his/her eCard from his/her Digital Repository (whichever is applicable).

TERMINATION OF OPERATION OF THE CLUB

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

PERSONAL INFORMATION COLLECTION STATEMENT

Each applicant for Membership is required to supply all the personal data and other information requested in the Application Form (except those specified to be not obligatory) in order to enable the Club to consider his/her application. Failure to do so may result in the Club being unable to process the application. If the application is successful, further personal data and information may be collected during the period when a Member's Membership continues. Personal data and information relating to an applicant or Member may be used by the Club to facilitate or in connection with any or all of the following purposes: (a) processing application for Membership; (b) verification of information supplied to the Club; (c) researches and/or analysis by the Club and/or any Sun Hung Kai Properties Group members; (d) providing information related to Sun Hung Kai Properties Group including the products, facilities, services and other privileges, benefits and other advantages from time to time offered by Sun Hung Kai Properties Group to the Members and rallying and arranging for the same to be provided (see also Use of Personal Data in Direct Marketing).; (e) evaluating and improving the facilities, services and/or products offered to Members or customers generally by the Club and/or Sun Hung Kai Properties Group; (f) facilitating communications between Members and the Club and encouraging feed-back from Members on their needs and expectations of facilities, services and/or products offered by the Club and/or Sun Hung Kai Properties Group; (g) in order to determine the Member's eligibility to any products, facilities, services and other privileges, benefits and other advantages offered by the Club and Sun Hung Kai Properties Group and consider what may best suit the Member's needs, comparing the Member's personal information with all personal information concerning the Member previously provided to Sun Hung Kai Properties Group (h) meeting any requirements to make disclosure under any applicable law; (i) any other purpose which an applicant or Member may from time to time agree.

Use of Personal Data in Direct Marketing: We intend to use all information provided by you in your application form (including your name, contact details and your replies in the Questionnaire portion (if any)) in direct marketing. The direct marketing may relate to Sun Hung Kai Properties Group or SHKP Club, including (i) real estate properties located in Hong Kong, Mainland China and overseas (whether residential, commercial or industrial, and including car parking spaces) owned or developed by any Sun Hung Kai Properties Group member or for which any Sun Hung Kai Properties Group member acts as sales or leasing agent, and the loan facilities offered by financial institutions for purchasing or leasing these properties, (ii) shopping malls and hotels owned, operated or managed by any Sun Hung Kai Properties Group member, including the products, services, facilities and events offered by the shops and outlets in these shopping malls and hotels, and (iii) other types of products, services, facilities and events offered by any Sun Hung Kai Properties Group member, including property management, construction, insurance, financial services, telecommunications, information technology, transport infrastructure operations and management, port business, transport and logistics, waste management, educational, recruitment, reward/loyalty/privilege programs, corporate social responsibility activities, and charitable and non-profitable causes. We may not use your information in direct marketing unless we have received your consent.

Sun Hung Kai Properties Group means Sun Hung Kai Properties Limited and any company in which it holds directly or indirectly at least 50% of issued share capital.

The personal data provided by you will only be disclosed or transferred to parties relevant and reasonably necessary for the purposes stated above.

Each Member has the right to request access to and correction of any of his/her personal data in accordance with the provisions of the Personal Data (Privacy) Ordinance (Cap.486). Any data access request or data correction request may be made to our Data Protection Officer by email at shkpclub@shkp.com, by fax at 852-2827 8804, by call on our hotline at 852-2828 7878 or write to the following address: SHKP Club Limited, 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong.

Being our valuable member, we thank you for your continuous support and from time to time we will share with you the latest information about Sun Hung Kai Properties Group and SHKP Club which might interest you. Should you not wish to receive direct marketing material and/or information from SHKP Club, you may exercise your opt-out right by notifying us in writing to the Club's Data Protection Officer at its office situated at 45/F., Sun Hung Kai Centre, 30 Harbour Road, Hong Kong, by email to shkpclub@shkp.com, by fax at 852-2827 8804 or call our hotline at 852-2828 7878.

Please be assured that even if you have chosen not to receive our direct marketing materials, we shall continue to honour your membership and you will continue to enjoy the benefits conferred accordingly thereunder. You can still learn of our offers on our website or notices at the various venues under the Sun Hung Kai Properties Group.

APPLICABLE LAW

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

GOVERNING VERSION

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

[Revised in April 2025]

197289530

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

在填寫及簽署申請表格前，請詳閱刊載於本表格中及新地會網頁內的會員守則（特別是個人資料收集聲明一項）。申請人必須年滿18歲或以上，並須填寫申請表格。請同時附上所需證明文件寄回新地會辦事處（地址：香港港灣道30號新鴻基中心45樓），或傳真至852-2827 8804，以便本會核對申請人之身份及個人資格。在核對後，證明文件副本會隨即被銷滅。申請人亦可親身到本會辦事處提交申請表格並同時出示證明文件以供本會查對。

（#必須填寫）

個人資料

1. ☐ 先生　2. ☐ 小姐　3. ☐ 太太　4. ☐ 女士

身份證 / 護照上之英文姓名 / 姓名拼音　　中文姓名　　出生月日　月　日

年齡組別　☐ 18 – 21　☐ 22 – 25　☐ 26 – 29　☐ 30 – 33　☐ 34 – 37　☐ 38 – 41　☐ 42 – 45　☐ 46 – 49　☐ 50 – 53　☐ 54 – 57　☐ 58 – 61　☐ 62 - 65　☐ 65 以上

婚姻狀況　1. ☐ 未婚　2. ☐ 已婚　3. ☐ 離婚

教育程度　1. ☐ 中學以下　2. ☐ 中學　3. ☐ 大專或其他　4. ☐ 大學或以上

現居地址

☐ **香港**　地區：☐ 中西區 ☐ 灣仔 ☐ 東區 ☐ 南區 ☐ 深水埗 ☐ 油尖旺 ☐ 九龍城 ☐ 黃大仙 ☐ 觀塘 ☐ 沙田 ☐ 大埔 ☐ 北區 ☐ 元朗 ☐ 屯門 ☐ 西貢 ☐ 離島 ☐ 荃灣 ☐ 葵青

☐ **中國內地**　省/ 直轄市：☐ 北京市 ☐ 天津市 ☐ 上海市 ☐ 重慶市 ☐ 河北省 ☐ 山西省 ☐ 內蒙古自治區 ☐ 遼寧省 ☐ 吉林省 ☐ 黑龍江省 ☐ 江蘇省 ☐ 浙江省 ☐ 安徽省 ☐ 福建省 ☐ 江西省 ☐ 山東省 ☐ 河南省 ☐ 湖北省 ☐ 湖南省 ☐ 廣東省 ☐ 廣西壯族自治區 ☐ 海南省 ☐ 四川省 ☐ 貴州省 ☐ 雲南省 ☐ 西藏自治區 ☐ 陝西省 ☐ 甘肅省 ☐ 青海省 ☐ 寧夏回族自治區 ☐ 新疆維吾爾自治區

城市：_____

☐ **其他地區/ 國家，請註明：**_____

現居住宅類型： ☐ 私人住宅 ☐ 公屋 ☐ 資助出售房屋 (居屋/ 綠置居/ 夾屋...等) ☐ 平房/ 村屋 ☐ 獨立洋房 ☐ 宿舍

住宅電話 (區號-號碼)　　# 手提電話　　# 電郵地址

個人年薪 (港元)　☐ $300,000 以下(1)　☐ $300,000 - $700,000(4)　☐ $700,000 以上 (7)

(本會將透過電子郵件向你發送申請確認通知及電子會員卡，同時亦會透過手機短訊向香港本地號碼發送「一次性鑑證密碼」，而非香港手機號碼則會以電郵收取「一次性鑑證密碼」。)

會籍

本人申請成為新地會之：☐ 普通會員（年滿18歲或以上）　☐ 星級會員（年滿18歲或以上並是新地住宅物業買家或租客或套房酒店之首要賓客（以許可人的身份））

會員資格及入會條件

若申請成為**普通會員**，只需遞交有效之電話號碼證明或電郵地址證明。若申請成為**星級會員**，申請人必須填寫以下欄目，遞交有效之電話號碼證明或電郵地址證明及下列的所需證明文件副本。

申請星級會員之人士，如未能即場提供所需之證明文件，將暫時當為申請成為普通會員處理，直至遞交有效之證明文件再作審核。

本人現確認本人已經符合下列**星級會員**的入會條件：（如所購買或租住的新鴻基地產集團所發展的住宅物業或居住的套房酒店與現居住址不同，請填寫此欄）

☐香港　☐香港以外地區（請註明國家及省市：_____）

物業名稱　|座　|樓　|室

☐ 本人是新鴻基地產集團（獨資或合資）所發展的住宅物業之買家［見附註1］。

☐ 第一手買家［見附註2］　☐ 二手買家［見附註3]

現提交　☐ 有關購買上還物業之文件副本［見附註4］　或　☐徵收差餉及地租通知書副本或　☐律師行發出完成購買上述物業之證明文件副本，以供查核。

☐ 本人是新鴻基地產集團（獨資或合資）所發展的住宅物業之 租客或套房酒店之首要賓客（以許可人的身份）［見附註1］。

現提交有關租約或長期住宿協議副本，以供查核。　☐現時租客　☐以往租客

附註1：・住宅物業並不包括位於住宅發展物業內的私家車停車位、電單車停車位與單車位。
・若買家或租客或首要賓客為有限公司，就此星級會員申請事宜，本會將會接納該公司之董事為買家或租客或首要賓客。

附註2：第一手買家指於買賣合約內之買方，而賣方為新鴻基地產發展有限公司或其附屬或聯營公司。

附註3：第二手買家指除第一手買家外之其他買家。第一手買家／二手買家一視同仁為新地物業持有者。

附註4：證明申請人為新鴻基地產集團所發展的住宅物業之買家的有關書面證明文件（管理費按金收據，管理費收條等除外）為
第一手買家／二手買家以私人名義購買之物業：（最少提交右列任何一項的副本）・訂購合約或臨時買賣合約　・樓契或房地產權證
・正式買賣合約　・土地註冊署查冊記錄（類別：過往及現況詳情）
第一手買家／二手買家以公司名義購買之物業：
・香港公司註冊署表格 X/D2/AR1 或中國各地工商行政管理局發出的備案通知書之副本（以證明申清人為該公司之董事）；
及最少右列任何一項的副本　i) 訂購合約或臨時買賣合約　ii) 樓契或房地產權證　iii) 正式買賣合約　iv) 土地註冊署查冊記錄（類別：過往及現況詳情）

本申請表格中標示為所需的資料必須提供。如閣下未有提供該等資料，本會將無法處理閣下的申請。閣下提供的個人資料及有關資料將予保密及用於處理閣下的申請，包括核實閣下提供之資料和考慮閣下成為會員的資格，以及會員守則中個人資料收集聲明內指明的其他用途。為此用途，閣下簽署此申請表格即表示同意我們可將閣下個人資料與閣下先前提供給新鴻基地產集團的資料加以比較。閣下提供之個人資料將只會被披露或轉移予為上述目的使用有關資料時，合理而有需要把有關資料轉移予相關人士及機構。閣下有權根據《個人資料（私隱）條例》（第486章）的規定，要求查閱或更正閣下之個人資料。如有任何查閱或更正資料要求，可向本會資料保障主任提出，其辦事處位於香港港灣道30號新鴻基中心45樓。（電話：852-2828 7878　傳真：852-2827 8804　電郵：shkpclub@shkp.com)

簽署

本人確認本人已詳閱及明白刊載於此申請表格的會員守則。本人同意接受並遵從會員守則及同意個人資料收集聲明所指明的用途。**本人確認本人已仔細閱讀下列「使用個人資料作直接促銷」部份的條文，並且明白新地會可以如何使用本人的個人資料作直接促銷用途，以及直接促銷的範圍。本人同意收取有關新鴻基地產集團及新地會的直接促銷資訊。**本人聲明以上各項填報資料及就有關此申請而遞交之文件均屬真實、正確及完整。本人並授權貴會可向任何其他新鴻基地產集團成員查核本人的資料，本人亦同意及授權其他新鴻基地產集團成員披露有關本人之資料予貴會。本人同意以填報之個人資料作核對本人身份及會籍狀況之用。本人明白並同意所有就此申請而遞交之文件，均不會發還。如貴會要求，本人將提交文件正本及其他所需文件，以便貴會處理此申請。

☐ （如閣下於香港境內遞交本申請，毋須勾選此項。如閣下並非於香港境內遞交本申請，必須勾選此項，否則新地會無法處理閣下的申請。）本人同意並允許新地會為《個人資料 (私隱) 政策》中所列處理目的收集、使用、存儲或以其他方式處理本人的個人資料，新地會可以為有關之目的傳輸至香港新鴻基地產集團做進一步處理。本人已知曉可通過新地會熱線 852-2828 7878或 shkpclub@shkp.com 行使本人與個人資料相關的權利。

使用個人資料作直接促銷

新地會有意使用閣下在本申請表格中提供的所有資料，包括閣下的姓名、聯絡資料及閣下在問卷中的回覆進行直接促銷。直接促銷可以關於新鴻基地產集團或新地會，包括：（i）香港和世界各地由任何新鴻基地產集團成員擁有或發展，或由任何新鴻基地產集團成員任銷售或租賃代理的地產物業（不論住宅、商業或工業樓宇，並包括泊車位），以及由金融機構為購買或租用該等物業而提供的貸款安排，（ii）由任何新鴻基地產集團成員擁有、營運或管理的商場及酒店，包括位於該等商場及酒店的商戶及店舖提供的貨品、服務、設施及活動，以及（iii）由任何新鴻基地產集團成員提供其他種類的貨品、服務、設施及活動包括物業管理、建築、保險、金融服務、電訊、資訊科技、交通運輸基礎設施運營和管理、港口業務、運輸和物流、廢物管理、教育、招聘、獎賞／獎勵／優惠計劃、企業社會責任活動、及慈善和非牟利的事務。新地會需要閣下的同意方可使用閣下的個人資料作直接促銷。

新鴻基地產集團指新鴻基地產發展有限公司及任何由其直接或間接持有最少50%已發行股本的公司。

新地會的目標是為推廣新鴻基地產集團的業務及形象，並促進會員及新鴻基地產集團的雙向溝通及通訊。閣下申請成為新地會會員，即是閣下同意新地會使用閣下的個人資料以上述方式及範圍作直接促銷。新地會通常會以電郵方式向閣下發送直接促銷資訊，亦可使用其他方式。如閣下欲拒絕用電郵以外的其他通訊方式收取資訊，請在下列適當的方格加☒號。如未有在任何方格加☒號，新地會即可使用所有下列通訊方式：

☐ 電話 (通話)　☐ 電話 (短訊等)　☐ 郵寄

申請人簽署

日期：　日/　月/　年/

授權遞交新地會入會表格

本人 _____ (申請人身份證上的姓名)現委託 _____ (以公司名稱，如適用) 之 _____ 先生/小姐代表本人遞交新地會入會申請表格，並確認表格上的資料乃本人提供，及由本人簽署確認資料屬實。

本人為獲授權人士並確認隨此授權書的入會表格由會籍申請者簽名及並由本人代其遞交。本人明白如未經申請者同意擅自填報或更改資料或作出虛假陳述，本人需負上相關的法律責任。

申請人簽署確認 (需與新地會入會申和表格簽名一致)

日期：　日/　月/　年/

獲授權人簽署

日期：　日/　月/　年/

[更新資料於2025年4月]

197289530

新地會
SHKP CLUB

^申請人可自願提供此問卷答案

問卷^

現誠邀閣下填寫以下問卷，讓我們更了解閣下的期望及需要，以便提供更適切的服務及優惠。所有資料將會絕對保密。
請剔選有興趣之項目

1. 有關新鴻基地產資訊
   a. ☐ 樓盤　b. ☐ 保險　c. ☐ 商場　d. ☐ 電訊　e. ☐ 酒店
   f. ☐ 日式百貨　g. ☐ 其他（請註明：_____）
2. 生活
   a. ☐ 時事　b. ☐ 家居設計及擺設　c. ☐ 飲食　d. ☐ 潮流服飾　e. ☐ 家居保養及清潔
   f. ☐ 財富管理　g. ☐ 親子　h. ☐ 汽車 / 駕駛　i. ☐ 文化閱讀　j. ☐ 美容 / 健身
   k. ☐ 電子產品 / 電腦　l. ☐ 健康資訊　m. ☐ 其他（請註明：_____）
3. 娛樂消閒
   a. ☐ 流行音樂　b. ☐ 旅遊　c. ☐ 電影　d. ☐ 體育　e. ☐ 電子 / 電腦遊戲
   f. ☐ 烹飪　g. ☐ 潮流　h. ☐ 寵物　i. ☐ 優質生活介紹　j. ☐ 園藝
   k. ☐ 其他（請註明：_____）
4. 請剔選你有興趣的物業相關活動及優惠（可剔選多於一項）
   a. ☐ 參觀香港新樓盤　b. ☐ 參觀內地新樓盤　c. ☐ 參觀新樓會所　d. ☐ 會員首次置業優惠　e. ☐ 會員換樓置業優惠
   f. ☐ 推薦親友置業計劃　g. ☐ 置業按揭服務 / 資訊　h. ☐ 置業法律知識講座/資訊　i. ☐ 家居設計 / 裝修工作坊　j. ☐ 家居保養工作坊
   k. ☐ 其他置業服務活動（請註明：_____）
5. 請問您現時在香港持有多少個住宅物業？
   a. ☐ 0　b. ☐ 1　c. ☐ 2　d. ☐ 3　e. ☐ 4　f. ☐ 5或以上
6. 如購買了新住宅物業，請問你會否在購入新住宅物業至入伙後六個月期間 出售現時所有在香港的其他住宅物業，或全部轉讓給近親？
   a. ☐ 會，全部出售　b. ☐ 會，全部轉讓給近親　c. ☐ 不會　d. ☐ 未決定　e. ☐ 不適用
7. 請問你及同住親友有否打算於未來兩年在香港自置住宅物業？如有，請剔選是否首置。
   本人：　a. ☐ 有（是 / 否首置）　b. ☐ 沒有　同住親友：　c. ☐ 有（是 / 否首置）　d. ☐ 沒有
8. 如有打算置業，請剔出未來置業所選擇之間隔
   a. ☐ 開放式　b. ☐ 1房　c. ☐ 2房　d. ☐ 3房　e. ☐ 4房或以上　f. ☐ 沒有打算置業

職員專用	
_____（ / / ）	_____（ / / ）
現場審查：☐	編號：
批　核：☐ 接納	☐ 不接納

編號
副本

會員守則

本守則對由新地會有限公司經營之「新地會」(簡稱「本會」)之所有會員均有約束力。會員包括普通會員、星級會員及本會不時招募之其他種類的會員，經此申請表格申請成為本會會員，申請人即同意受本會員守則(包括不時生效之條款及條件)約束。

會籍

會員必須年滿 18 歲。所有會籍申請須經本會批准，而本會有絕對酌情權批准且無須作任何解釋。會籍的有效期為本會不時指定的年期。會員對本會之組織、運作或管理無投票權，亦對本會之任何財產無任何權利或追索權。本會之會籍不得轉讓。

會員卡

每位會員於其會籍申請被接納後，將獲本會發出一張會員卡(簡稱「會員卡」)，此卡可以是電子會員卡（簡稱“電子卡”）或實體會員卡（簡稱“實體卡”）的形式。會員可透過發送到會員電郵的指定啟動鏈結或其他指定渠道下載電子卡，加至手機錢包內或截圖為圖像(簡稱“數碼資料庫”)。會員卡在任何情況下均為本會之財物，本會有權隨時撤銷該卡之效力及 / 或終止會員之會籍，而無須給予任何理由。本會亦有權要求會員歸還實體卡予本會及從會員之數碼資料庫中移除電子卡。會員卡祇供獲發該卡之會員使用，不得轉讓。會員於享用本會所提供之設施及服務時，須於被要求時出示會員卡作為其會籍的證明。本會保留隨時通過在其官方網站上發布相關通知終止實體卡的使用權利，而無需以任何其他方式個別通知會員。倘若會員遺失了會員卡，會員可透過新地會官方網站電子會員卡啟動表格重新下載電子卡或致電新地會熱線尋求協助。

設施及服務

會員於被批准入會後，即有資格接受及享有本會提供之設施及服務，惟須先得到本會之邀請及接受本會於提供該等設施及服務時訂明之任何特定條款及條件限制。有關對會員作出之邀請，本會有絕對酌情權。本會有絕對酌情權於不同條件下，提供設施與服務予不同類別之會員。本會有絕對酌情權隨時終止任何設施或服務之提供及 / 或其運作，而無須向會員發出通知或給予任何理由。本會就任何人士包括任何商人或店舖拒絕承兌會員卡與及商戶所提供之貨品及 / 或服務，概不負責。會員不得利用本會或本會提供之設施、服務、資料或文件作任何商業、不道德或不合法用途。

本會之責任

除非由於本會或其僱員或妥為授權代表之疏忽或過失，本會無須為任何因會員之會籍或與會籍關連而直接或間接導致或引起任何性質之損失、索償、費用、收費或支出，向任何會員或任何其他人士承擔責任或法律責任。

會員償付費用

本會保留權利向會員收取費用，作為償付本會按會員要求提供及 / 或送付任何資料或文件時所引致之費用或支出。

更改會員守則

本會有絕對酌情權不時更改本會員守則，並以其認為合適之任何方式通知會員任何上述之更改。除非他/她在本會向會員發出之通知中指定的修訂生效日期之前以書面通知退出會籍，並將其實體卡退還給本會，及/或將其電子卡從其數碼資料庫（以適用者為準）中刪除以進行註銷，否則會員須受該等已更改之守則約束。

退會

任何打算退出會籍之會員應於最少 7 日前以書面預先通知本會，表明其意向，並將實體卡隨同退會通知，以掛號函件寄回本會，及/或從數碼資料庫中移除電子卡（以適用者為準）。

開除會籍

本會倘若認為任何會員之行為對本會有損或與本會之利益相違或違反任何會員守則，本會可開除有關會員於本會之會籍，而本會之決定為最後及終局性的。被開除會籍之會員停止擁有會籍所授予之任何權利、福利或優惠，而且不再有權接受及享有本會提供之設施及服務。被開除會籍之會員於收到開除會籍之通知後須立即向本會交還實體卡並將電子卡從數碼資料庫內移除（以適用者為準）。

本會終止運作

新地會有限公司有絕對酌情權於任何時候終止本會之運作而無須向會員發出通告或給予任何理由。於本會之運作被終止以後，會員之一切權利及優惠即告終止，而全部會員應在接到本會運作終止之通知後立即向本會交還實體會員卡並將電子卡從數碼資料庫內移除（以適用者為準）。於任何情況下，會員不得亦不能因本會終止運作而向本會、新地會有限公司之董事、股東或管理人員提出任何性質或在任何情況下引致之索償或要求。

個人資料收集聲明

每一位申請會籍之人士必須提供此申請表格內所要求之全部個人資料及其他資料(訂明非必須提供者除外)，以便本會考慮其申請。若申請人未能根據要求向本會提供該等資料，可能導致本會無法處理有關申請。如申請獲批准，在會員之會籍有效期間，本會可收集進一步之個人資料及其他資料。
申請人或會員之個人資料及其他資料可被本會用作促進或與下列有關之所有或任何用途：
(a) 處理會籍之申請；(b) 核實提供予本會之資料；(c) 為本會及 / 或新鴻基地產進行研究及 / 或分析；(d) 不時向會員提供關於新鴻基地產集團的資訊，包括新鴻基地產集團為會員提供的產品、設施、服務及其他優惠、獎賞及其他得益的資訊並且為會員匯集及安排該等產品、設施、服務及其他優惠、獎賞及其他得益（參閱使用個人資料作直接促銷）；(e) 就本會及 / 或新鴻基地產集團對會員或一般顧客所提供的設施、服務及 / 或產品，及作出評估及改進；(f) 促進會員與本會間的溝通，並鼓勵會員就其對本會及 / 或新鴻基地產集團之設施、服務及 / 或產品之需要及期望作出回應；(g) 為確定會員享用本會及新鴻基地產集團產品、設施、服務及其他優惠、獎賞及其他得益的資格，並考慮會員的需要，而將會員個人資料與會員先前提供給新鴻基地產集團的所有個人資料加以比較；(h) 履行任何適用法律下要求披露之規定；(i) 任何經申請人或會員不時同意之其他用途。
使用個人資料作直接促銷：新地會有意使用閣下在本申請表格中提供的所有資料，包括閣下的姓名、聯絡資料及閣下在問卷中的回覆（如適用）進行直接促銷。直接促銷可以關於新鴻基地產集團或新地會，包括: (i) 香港、中國內地和世界各地由任何新鴻基地產集團成員擁有或發展，或由任何新鴻基地產集團成員任銷售或租賃代理的地產物業（不論住宅、商業或工業樓宇，並包括泊車位），以及由金融機構為購買或租用該等物業而提供的貸款安排，(ii)由任何新鴻基地產集團成員擁有、營運或管理的商場及酒店，包括位於該等商場及酒店的商戶及店舖提供的貨品、服務、設施及活動，以及(iii)由任何新鴻基地產集團成員提供其他種類的貨品、服務、設施及活動包括物業管理、建築、保險、金融服務、電訊、資訊科技、交通運輸基礎設施運營和管理、港口業務、運輸和物流、廢物管理、教育、招聘、獎賞/獎勵/優惠計劃、企業社會責任活動,及慈善和非牟利的事務。新地會需要閣下的同意方可使用閣下的個人資料作直接促銷。閣下提供之個人資料將只會被披露或轉移往與上述目的相關及合理而必要之單位。
新鴻基地產集團指新鴻基地產發展有限公司及任何由其直接或間接持有最少50%已發行股本的公司。
每一位會員均有權根據《個人資料（私隱）(修訂)條例》(第486章)的規定，要求查閱或更正閣下之個人資料。如有任何查閱或更正資料要求，可向本會資料保障主任提出，其辦事處位於香港灣道30號新鴻基中心45樓。(電話：852-2828 7878　傳真：852-2827 8804　電郵: shkpclub@shkp.com)

新地會感謝會員長期支持，我們不時與會員分享新鴻基地產集團及新地會的各種最新資訊。如閣下不願意收取新地會的直接促銷材料及/或資訊，可以向我們發出書面通知，郵寄至香港灣道30號新鴻基中心45樓新地會資料保障主任收、電郵至shkpclub@shkp.com、或傳真至852-2827 8804，或致電新地會熱線 852-2828 7878。

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

適用法律

本守則受香港特別行政區法律管轄並按香港特別行政區法律解釋。

管轄文本

本守則之英文文本及中文文本在文義上如有任何歧異，概以英文文本為準。

[更新資料於2025年4月]

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