Tender Document No. 26
招標文件第 26 號

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(being the properties as set out in the Sales Arrangements (as defined in the Tender Notice), unless previously withdrawn or sold)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

Mayer Brown
17th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong

Clifford Chance
27th Floor, One Connaught Place, Jardine House, Hong Kong

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

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Tender Document No. 26
招標文件第 26 號

招標文件

公開招標承投購買物業

現招標承投購買以下發展項目/期數之物業

天鑄發展項目第二期天鑄

(即賣方發出的天鑄發展項目第二期天鑄的銷售安排(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

高偉紳律師行
香港中環康樂廣場怡和大廈 27 樓

賣方代理人： **新鴻基地產代理有限公司**
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 the period between the commencement date of submission of tender and the date which is the fourteenth (14th) working day after the closing of tender (both dates inclusive);
"**Agreement**"	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 3 of the Conditions of Sale;
"**Conditions of Sale**"	means the Conditions of Sale set out in Part 2 of this Tender Document;
"**Letter of Acceptance**"	means the Vendor's letter regarding acceptance of the Tenderer's tender pursuant to paragraph 3.2 of the Tender Notice;
"**Offer Form**"	means the Offer Form set out in Part 3 of this Tender Document;
"**Property**"	means, if and when this Tender Document is accepted by the Vendor, the Tendered Property;
"**Property for Tender**"	means all or any of the properties as set out in the Sales Arrangements;
"**Purchase Price**"	means, if and when this Tender Document is accepted by the Vendor, the Tender Price;
"**Purchaser**"	means the successful Tenderer whose tender in respect of the Tendered Property is accepted by the Vendor;
"**Sales Arrangements**"	means Sales Arrangements No. 26 issued by the Vendor for Ultima of Phase 2 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**"	means, in respect of each Property for Tender, the tender closing date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;
"**Tender Commencement Date**"	means, in respect of each Property for Tender, the tender commencement date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;
"**Tender Document**"	means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Annex);
"**Tender Notice**"	means the Tender Notice set out in Part 1 of this Tender

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	Document;
"**Tender Period**"	means, in respect of each Property for Tender, the period between the Tender Commencement Date and Tender Closing Date;
"**Tender Price**"	means the price tendered for the Tendered Property as specified in the Schedule to the Offer Form;
"**Tendered Property**"	means the properties as specified in the Schedule to the Offer Form;
"**Tenderer**"	means the person who is specified in the Schedule to the Offer Form as the tenderer;
"**Vendor**"	means 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

- Mayer Brown
  17th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong

- Clifford Chance
  27th Floor, One Connaught Place, Jardine House, 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, accept any tender submitted.

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

2.5 The Vendor reserves the right to adjust the Tender Closing Date and time of the tender of any of the Property for Tender. Any adjustment of the Tender Closing Date and time will be posted at the Sales Office. The Vendor is not obliged to separately notify the Tenderers of such adjustment.

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

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2.7 A tender must be:-

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

(b) accompanied with the following documents:-

(i) <u>Cashier order(s) and/or cheque(s)</u>

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

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

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

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

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

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

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

(v) <u>Documents in Annex, duly signed and completed by the Tenderer</u>

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

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.

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

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

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

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

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

2.10 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Document, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.

(b) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK$1.00 upon receipt of a written demand from him prior to the submission of his tender.

3. <u>Acceptance of Tender</u>

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.

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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 Agency Limited, of 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Enquiry Hotline: 3119 0008).

4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor's agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.

4.3 The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Document. Tenders submitted which contain alterations and/or additions of any kind to, the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.

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

[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**」	指由遞交投標書的招標開始日期至招標截止日期後的第 14 個工作日(包括首尾兩日)的期間；
「**正式合約**」	指賣方與買方根據出售條款第 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；
「**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二期天鑄的銷售安排第 26 號(及賣方不時對其作出的修改)；
「**售樓處**」	指香港九龍柯士甸道西 1 號環球貿易廣場 11 樓；
「**招標截止日期**」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標截止日期及時間；
「**招標開始日期**」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標開始日期及時間；
「**招標文件**」	指本招標文件(由第 1 部份、第 2 部份及第 3 部份組成，但不包括附件)；
「**招標公告**」	指本招標文件第 1 部份的招標公告；
「**招標期間**」	就每一個該招標物業而言，指招標開始日期至招標截止日期的期間；
「**投標價**」	指要約表格的附表中訂明投購該投標物業的價格；
「**該投標物業**」	指要約表格的附表中訂明的物業；

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「**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

- 高偉紳律師行
  香港中環康樂廣場怡和大廈 27 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該招標物業。

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

2.3 賣方保留權利在招標截止日期之前的任何時間接受任何已遞交之投標書。

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

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

2.6 投標者須注意賣方律師在本招標過程中不代表任何投標者。

2.7 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：

(i) <u>銀行本票及／或支票</u>

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) <u>投標者的身份證明文件</u>

如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。

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

(iii) 中介人的牌照(如適用)

投標者委託的地產經紀的牌照複印本。

(iv) 近親關係的證明文件(如適用)

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

(v) 由投標者填妥並簽署的附件的文件

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

請不要於本第(v)分段所述的任何文件內填上日期。

(c) 放入普通信封內，信封面上書明賣方收啓，並清楚註明「**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 6 時正後發出黑色暴雨警告或八號或以上颱風信號或該警告或信號仍然生效，截標日期將延至下一日(下午 6 時至下午 7 時)(而當天亦沒有黑色暴雨警告或八號或以上颱風信號發出)。

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

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

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

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

2.10 (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。

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(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。

3.4 (a) 如買方有意以其授權人代表其簽署正式合約：-

(i) 賣方律師將不會於買賣該物業事宜中代表買方，買方須另聘律師作爲其代表；及

(ii) 相關授權書須由賣方事先批准。

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

4. <u>其他事項</u>

4.1 投標者宜注意，賣方只會回答關於該招標物業的一般問題，而不會就本招標文件或關於該物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方的代理人新鴻基地產代理有限公司，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 2 of the Development (Towers 1, 2, 3 and 5 (with Tower 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. 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.

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

5. The special 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 17.

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

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(c) the Vendor does not have any further claim against the Purchaser for the failure.

9. The measurements of the Property are set out in the attached Schedule 1.

10. The sale and purchase of the Property includes the fittings, finishes and appliances as set out in the attached Schedule 2.

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. 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.

15. 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

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Agreement and the subsequent Assignment.

16. 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.

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

18. All plan fees, the costs of certified copies of the relevant title deeds including plan fees for such certified copies, search fees, registration fees and other disbursements shall be borne by the Purchaser. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any mortgage of the Property.

19. 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.

20. The Purchaser shall before delivery of vacant possession of the Property by the Vendor pay to the Manager or the Vendor all management fee deposit, special fund, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the Deed of Mutual Covenant and Management Agreement and the Purchaser shall reimburse the Vendor for all payment including without limitation all utilities deposits already paid by the Vendor in respect of the Property.

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

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

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

24. (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.

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25. 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.

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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」	指發展項目的第二期(期數中住宅發展項目的第一、二、三及五座 (不設第四座)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. 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。

4. 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。

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

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 17 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. 該物業的量度尺寸載列於附表 1。

10. 該物業的買賣包括的裝置、裝修物料及設備載列於附表 2。

11. 在不損害《物業轉易及財產條例》(第 219 章)第 13 條和第 13A 條的原則下，賣方不得限制買方依據法律就業權提出要求或反對的權利。

12. 買方確認已收到第 13 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。

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

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

16. 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。

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

18. 一切圖則費用、有關業權之契約之認證副本包括圖則之費用、查冊費、註冊費及其他支出款項均須由買方承擔。一切有關本物業按揭之法律費用及其他支出，均由買方負責。

19. 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

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冊。

20. 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。

21. 買方如有更改地址或電話，須以書面通知賣方。

22. 本物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。

23. 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。

24. (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。

25. 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。

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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 B on 11th Floor (including the bay window, the balcony and the utility platform thereof) of Tower 1 of Ultima, Phase 2 of Ultima Development, 23 Fat Kwong Street, Ho Man Tin, Kowloon
九龍何文田佛光街 23 號天鑄發展項目第 2 期天鑄第 1 座 11 樓 B 室(連其窗台、露台及工作平台)

(a) 本物業的實用面積為
the saleable area of the Property is 169.385 平方米/ square metres/ 1,823 平方呎，其中— square feet of which—

* 6.439 平方米／ square metres/ 69 平方呎為露台的樓面面積； square feet is the floor area of the balcony;
* 1.500 平方米／ square metres/ 16 平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform;
* xxx 平方米／ square metres/ xxx 平方呎為陽台的樓面面積； square feet is the floor area of the verandah; and

(b) 其他量度尺寸為— other measurements are—

*空調機房的面積為 the area of the air-conditioning plant room	xxx	平方米／ square metres/	xxx	平方呎； square feet;
*窗台的面積為 the area of the bay window is	2.953	平方米／ square metres/	32	平方呎； square feet;
*閣樓的面積為 the area of the cockloft is	xxx	平方米／ square metres/	xxx	平方呎； square feet;
*平台的面積為 the area of the flat roof is	xxx	平方米／ square metres/	xxx	平方呎； square feet;
*花園的面積為 the area of the garden is	xxx	平方米／ square metres/	xxx	平方呎； square feet;
*停車位的面積為 the area of the parking space is	xxx	平方米／ square metres/	xxx	平方呎； square feet;
*天台的面積為 the area of the roof is	xxx	平方米／ square metres/	xxx	平方呎； square feet;
*梯屋的面積為 the area of the stairhood is	xxx	平方米／ square metres/	xxx	平方呎； square feet;
*前庭的面積為 the area of the terrace is	xxx	平方米／ square metres/	xxx	平方呎； square feet;
*庭院的面積為 the area of the yard is	xxx	平方米／ square metres/	xxx	平方呎。 square feet.

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

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

Internal Wall 內牆	–	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, steamer and washer dryer; 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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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		
Tower	Floor	Flat
1	11	B

Section 3 – Tender Price			
Tender price (HK$)			
Cashier order	Amount (HK$)	Bank	Cashier order no.
Cheque	Amount (HK$)	Bank	Cheque no.

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Section 4 – Payment plan

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

For details of the gifts, financial advantage or benefits, please refer to Annex 8.

†☐ ST8b

ST8b Payment Plan (ST8b)

(I) Terms of Payment

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

- The balance of the Purchase Price shall be paid on or before 31 December 2019, 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 the following installments as follows:

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

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

  - ___% of the Purchase Price shall be paid within _____ days after the date of the Letter of Acceptance or on or before 31 December 2019, whichever is the earlier

  (*Please delete as appropriate)

  Provided that the Purchaser hereby confirms that (i) there shall be a maximum of three (3) installments for payment of the said 95% of the Purchase Price (ii) if the total percentage of the Purchase Price under the above 3 bullet points is less than 95% of the Purchase Price, the Purchaser shall be deemed to have irrevocably selected to pay 95% of Purchase Price (the balance of the Purchase Price) on or before 31 December 2019; and (iii) if the Purchaser fails to comply with the above specified payment selection requirements, the Purchaser shall be deemed to have irrevocably selected to pay 95% of the Purchase Price (the balance of the Purchase Price) on or before 31 Deceber 2019.

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

(II) List of gifts, financial advantage or benefits (Please see Annex 8 for details)

1. Loan Offer

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

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

2. First 3 Years Warranty Offer

3. Free Furniture Offer

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	4. Car Parking Space Offer (if applicable) ***(* Please tick as appropriate)*** I/We [*☐will / ☐will not] choose the Car Parking Space Offer

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†☐ **ST11a**

ST11a Payment Plan (ST11a)

(I) Terms of Payment

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

- Balance of the Purchase Price shall be paid on or before 31 March 2020, but not earlier than 90 days after the date of the Letter of Acceptance, provided that a total of not less than 10% of the Purchase Price (including the aforementioned preliminary deposit) must be paid within 150 days after the date of the Letter of Acceptance. Subject to the aforesaid and to the proviso below, the Purchaser selects to pay the said 95% of the Purchase Price by the following installments as follows:

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

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

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

  - ___% of the Purchase Price shall be paid within _____ days after the date of the Letter of Acceptance or on or before 31 March 2020, whichever is the earlier

  (*Please delete as appropriate)

  Provided that the Purchaser hereby confirms that (i) there shall be a maximum of four (4) installments for payment of the said 95% of the Purchase Price, (ii) a total of not less than 10% of the Purchase Price (including the aforementioned preliminary deposit) shall be paid within 150 days after the date of the Letter of Acceptance; and (iii) if the total percentage of the Purchase Price under the above 4 bullet points is less than 95% of the Purchase Price, the Purchaser shall be deemed to have irrevocably selected to pay 5% of the Purchase Price within 150 days after the date of the Letter of Acceptance and to pay 90% of the Purchase Price on or before 31 March 2020; and (iv) if the Purchaser fails to comply with the above specified payment selection requirements, the Purchaser shall be deemed to have irrevocably selected to pay 5% of the Purchase Price within 150 days after the date of the Letter of Acceptance and to pay 90% of the Purchase Price on or before 31 March 2020.

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

(II) List of gifts, financial advantage or benefits (Please see Annex 8 for details)

1. Stamp Duty Offer(s)

   (a) Stamp Duty Cash Rebate

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

☐ **10.5%** of the Purchase Price; or

☐ **2.975%** of the Purchase Price; or

☐ **Without Stamp Duty Cash Rebate**

(If the Tenderer does not specify the amount, the Tenderer will be deemed to have irrevocably selected "**Without Stamp Duty Cash Rebate**".)

(b) Stamp Duty Transitional Loan (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s), and does not select "**Without Stamp Duty Cash Rebate**")
(Note: The Purchaser shall make an application for the Stamp Duty Transitional Loan within 2 working days after the date of the Letter of Acceptance)

2. SHKP Club Member Cash Rebate

3. Completion Benefit

4. Signature Early Move-in Offer (Applicable only to the Purchaser who is individual)

5. Loan Offer

   (a) Standby First Mortgage Loan (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)) and/or 2% Cash Rebate; or

   (b) Standby Second Mortgage Loan (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)) and/or 2% Cash Rebate; or

   (c) Grand 120s (only applicable to the Purchaser(s) who is/are individual(s)); or

   (d) Ultima 36 (only applicable to the Purchaser(s) who is/are individual(s))

6. First 3 Years Warranty Offer

7. Free Furniture Offer

8. Car Parking Space Offer (if applicable)

(**Please tick as appropriate**)*

I/We [*☐will / ☐will not] choose the Car Parking Space Offer

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

(a) I am/We are [†☐ subject to/☐ not subject to] the buyer's stamp duty;

(b) Higher rates (Scale 1) of ad valorem stamp duty is [†☐ applicable/☐ not applicable] to my/our purchase of the Property;

(c) I am/each of us is acquiring the Property [†☐ on my own behalf and not on behalf of any other person(s)/☐ on behalf of other person(s)].

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

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

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

Tower	Floor	Flat

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.

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

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

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

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

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

Section 7 – Intermediary (if any)	
Name of sales person	
EA Licence No.	
Estate agency	
Contact No.	

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

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

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

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

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

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

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

(A person is a related party to the Vendor if that person is:
(a) a director of the Vendor, or a parent, spouse or child of such a director;
(b) a manager of the Vendor;
(c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
(d) an associate corporation or holding company of the Vendor;
(e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
(f) a manager of such an associate corporation or holding company.

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

Section 10 – Submission checklist

The following documents are submitted together with this Tender Document (for details, please see paragraph 2.7 of the Tender Notice):-

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

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

We declare and agree as follows:-

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

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

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Section 12 – Signature of the Tenderer and witness	
I/We, the Tenderer, have read the entire Tender Document, the documents in the Annex, completed the Offer Form and the Schedule thereto. I/We agree to be bound by and confirm my/our acceptance the terms and conditions of the Tender Document. *(Note: The Offer Form must be signed by ALL of the Tenderers if there is more than one Tenderer. If the Tenderer is a company, the Offer Form must be signed by its authorized signatory(s) with company chop.)*	
Signed by the Tenderer: 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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投標者須 填妥本頁

要約表格的附表

(由投標者填寫)

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

第 2 節 – 投標物業		
座數	樓層	單位
1	11	B

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

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第 4 節–支付辦法

投標者須選擇下列其中一種付款計劃。***(†請只剔一種付款計劃)***

有關贈品、財務優惠或利益的詳情，請參閱附件 8。

†☐ ST8b

ST8b 付款計劃(ST8b)

(I) 支付條款

- 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。
- 樓價餘額於 2019 年 12 月 31 日或之前繳付，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_____日內繳付或於 2019 年 12 月 31 日或之前繳付，以較早者爲準

  (*請刪去不適用者)

  但買方特此確認(i)所述的樓價 95%最多分三(3)期繳付；(ii) 如果上述 3 個點句中的總樓價百分比少於樓價 95%，買方將被視為不可撤銷地選擇樓價 95%餘額(樓價餘額) 於 2019 年 12 月 31 日或之前繳付及(iii)如果買方違反以上指明的選擇支付條件，買方將被視為不可撤銷地選擇樓價 95%餘額(樓價餘額)於 2019 年 12 月 31 日或之前繳付。

註：成交日不可早於接納書的日期後 90 日。

(II) 贈品、財務優惠或利益的列表 (請參閱附件 8)

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

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	4. 停車位優惠 (如適用) *(* 請剔適用者)* 本人/我們[*☐會 / ☐不會] 選擇停車位優惠。

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†☐ **ST11a**	**ST11a 付款計劃(ST11a)** **(I) 支付條款** • 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。 • 樓價餘額於 2020 年 3 月 31 日或之前繳付，但不可早於接納書的日期後 90 日，前提為合共不少於樓價 10%的金額（包括上述臨時訂金）須於接納書的日期後 150 日內繳付。在上文所述及下文的但書所規限下，買方選擇按以下分期繳付所述的樓價 95%： ○ *[樓價___%於接納書的日期後_____日內繳付] ○ *[樓價___%於接納書的日期後_____日內繳付] ○ *[樓價___%於接納書的日期後_____日內繳付] ○ 樓價___%於接納書的日期後_____日內繳付或於 2020 年 3 月 31 日或之前繳付，以較早者爲準 ***(*請刪去不適用者)*** 但買方特此確認(i)所述的樓價 95%最多分四(4)期繳付；(ii) 合共不少於樓價 10%的金額（包括上述臨時訂金）須於接納書的日期後 150 日內繳付；(iii) 如果上述 4 個點句中的總樓價百分比少於樓價 95%，買方將被視為不可撤銷地選擇樓價 5%於接納書的日期後 150 日內繳付及樓價 90%餘額於 2020 年 3 月 31 日或之前繳付及(iv)如果買方違反以上指明的選擇支付條件，買方將被視為不可撤銷地選擇樓價 5%於接納書的日期後 150 日內繳付及樓價 90%餘額於 2020 年 3 月 31 日或之前繳付。 註：成交日不可早於接納書的日期後 90 日。 **(II) 贈品、財務優惠或利益的列表 (請參閱附件 8)** 1. 印花稅優惠 (a) 印花稅現金回贈 印花稅現金回贈的金額相等於：***(†請剔其中一項)*** † □ 樓價的 **10.5%**；或 □ 樓價的 **2.975%**；或 □ 沒有印花稅現金回贈。 (如投標者沒有指明金額，投標者將被視為不可撤銷地選擇『沒有印花稅現金回贈』。)

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(b) 印花稅過渡性貸款(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人，並不選擇『<u>沒有印花稅現金回贈</u>』)
(注意：買方須於接納書的日期後 2 個工作日內申請印花稅過渡性貸款)

2. 新地會會員現金回贈

3. 成交優惠

4. Signature 提前入住優惠 (只適用於個人名義買方)

5. 貸款優惠

(a) 備用第一按揭貸款(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)及/或 2%現金回贈；或

(b) 備用第二按揭貸款(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)及/或 2%現金回贈；或

(c) 置尊 120s (只適用於個人名義買方)；或

(d) Ultima 36 (只適用於個人名義買方)

6. 首 3 年保修優惠

7. 送贈傢俱優惠

8. 停車位優惠 (如適用)

(請剔適用者)*

本人/我們[*☐會 / ☐不會] 選擇停車位優惠。

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第 5 節 – 有關從價印花稅及買家印花稅的聲明(†請剔適用者)

(a) 本人/吾等 [†☐ 須/☐ 毋須]繳付買家印花稅；

(b) 從價印花稅的較高稅率(第 1 標準)[†☐ 適用/☐ 不適用] 於本人/吾等購買的該物業；

(c) 本人/吾等各人在購入該物業時是[†☐ 代表自己行事及並不代表任何其他人/☐ 代表他人行事]。

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

第 6 節 – 相關投標書 (如有) (†請剔適用者)

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

座數	樓層	單位

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。

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

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

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

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

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

第 7 節 – 中介人(如有)	
地產代理姓名	
地產代理牌照號碼	
公司名稱	
聯絡電話	

關於中介人的聲明(僅於有指明中介人時適用)

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

第 8 節 – 參觀該物業(†請剔其中一項)

†☐ 賣方已開放該物業以供本人／我們參觀，而本人／我們亦已參觀該物業。

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

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第 9 節 – 與賣方關係的聲明(†請剔適用者)

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

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

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

第 10 節 – 遞交清單

以下文件連同本招標文件遞交(詳情見招標公告第 2.7 段)：

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

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第 11 節 – 關於公司投標者的聲明(不適用於個人投標者)

我們聲明並同意如下：

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

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

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第 12 節 – 投標者及見證人的簽署	
本人／我們，即投標者，已閱讀整份招標文件及附件中的文件，填妥要約表格及其附表。本人／我們同意遵守及接受招標文件的條款及細則。 *(註：如投標者由多於一人組成，要約表格須由所有投標者簽署。如投標者為公司，要約表格須由其獲授權人士簽署及蓋上公司印章。)*	
投標者簽署： 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優惠的付款計劃的投標者) 關於印花稅現金回贈的信件 *
   (For Tenderer electing payment plan with Stamp Duty Offer(s) only) Letter Regarding Stamp Duty Cash Rebate *

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

6. 關於雲石的確認信#
   Acknowledgement Letter Regarding Marble #

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

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

9. 律師收費表
   Legal fees table

10. 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 該物業	Tower 座數	Floor 樓層	Flat 單位
	1	11	B
Purchaser(s) 買方			
I.D. / B.R. No. 身份證/商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

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

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

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

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

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

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

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

Signed by the Purchaser(s) 買方簽署

Annex 2
附件 2

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

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 該物業	Tower 座數	Floor 樓層	Flat 單位
	1	11	B
Purchaser(s) 買方			
I.D. / B.R. No. 身份證/商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

a) The amount of the management fee that is payable for the Property 須就該物業支付的管理費用的款額	HK$9,005 per month 港幣每月
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$6,183 per quarter 港幣每季計
c) The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	No 沒有
d) The name of the manager of the 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: 18/07/2019
印製日期: 18/07/2019

Signed by the Purchaser(s) 買方簽署

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 該物業	Tower 座數	Floor 樓層	Flat 單位
	1	11	B
Purchaser(s) 買方			
I.D. / B.R. No. 身份證/商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

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

New rate of Ad Valorem Stamp Duty
新從價印花稅稅率

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

Tightening Up of Exemption Arrangement
收緊豁免安排

2. The Stamp Duty (Amendment) (No.2) Ordinance 2018 was gazetted on 20 April 2018 with retrospective effect from 12 April 2017. Unless specifically exempted or otherwise provided by law, any instrument executed on or after 12 April 2017 for the sale and purchase or transfer of residential property, if covering more than one residential property, will be subject to AVD at New Rate even though those residential properties are acquired by a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition.
《2018 印花稅(修訂)(第 2 號)條例》已於 2018 年 4 月 20 日刊憲，法例具有追溯效力至 2017 年 4 月 12 日。除獲特定豁免或另有法律規定外，任何在 2017 年 4 月 12 日或以後簽立以買賣或轉讓住宅物業的文書，若該文書包含多於一個住宅物業，則即使該等住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業，仍須按新稅率繳付從價印花稅。

3. There is no change to the circumstances under which AVD at Scale 2 rates is applicable or AVD is exempted.
可按第 2 標準稅率繳納「從價印花稅」或可獲豁免「從價印花稅」的情況沒有改變。

4. For details of the applicable exemptions to AVD at New Rate, please browse the Inland Revenue Department website (www.ird.gov.hk).
有關以新稅率計算的「從價印花稅」適用的豁免，詳情請瀏覽稅務局網頁 (www.ird.gov.hk)。

Annex 3
附件 3

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

5. If the Purchaser claims that the AVD at Scale 2 rates shall apply and/or buyer's stamp duty ("**BSD**") shall be exempted:-
如買方聲稱應適用以第 2 標準稅率計算的從價印花稅及/或應豁免買家印花稅：

   (a) The Purchaser or each of the Purchaser (as the case may be) shall make a statutory declaration (the "**Statutory Declaration**") (in the prescribed form) accompanied with a copy of your Hong Kong Identity Card(s).
   買方或每名買方(視適用情況而定)須作出法定聲明(依照指定表格)及附上閣下的香港身分證副本。

   (b) The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors :-
   買方承諾向賣方律師交付並促使其律師向賣方律師交付：

      (i) within 17 days from the date of the Agreement for Sale and Purchase, a certified true copy of the Statutory Declaration together with a duly completed Form IRSD 118 and other supporting documents which the Stamp Office may from time to time require; and
      在買賣合約訂立之日起 17 天內，「法定聲明」的認證副本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他證明文件；及

      (ii) within 1 month from the date of the Agreement for Sale and Purchase, a certified true copy of the Agreement for Sale and Purchase duly stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.
      在買賣合約訂立之日起 1 個月內，一份已加蓋應付印花稅之買賣合約的認證副本，或印花證明書的認證副本，以證明已完全繳付買賣合約之印花稅。

6. If the present transaction is subject to payment of the AVD at New Rate, the AVD at New Rate will be payable within 30 days after execution of the relevant Agreement for Sale and Purchase.
如本項交易須繳付以新稅率計算的從價印花稅，以新稅率計算的從價印花稅須在有關買賣合約簽立日期後 30 天內繳交。

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

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

Other Matters
其他事項

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

9. I/We understand that I/we shall be solely responsible for ascertaining whether I/we am/are HKPR, subject to the BSD and subject to the AVD at New Rate.
本人／我們明白，本人／我們有責任確定本人／我們是否香港永久性居民、是否需要繳付「買家印花稅」及是否需要繳付以新稅率計算的「從價印花稅」。

10. I/We acknowledge and agree that I/we shall pay all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by me/us or any third party (if applicable) if I/we claim exemption from BSD or AVD at New Rate, as the case may be.
本人／我們知悉及同意，若本人／我們有意申請豁免「買家印花稅」或豁免以新稅率計算「從價印花稅」(視情況而定)，本人／我們須支付所有就該申請而必需由本人／我們或第三方（如適用）作出的「法定聲明」所涉及的法律費用及開銷。

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

11. I/We acknowledge that this document does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt. Whether the AVD at Scale 2 rates will be applicable to me/us and/or whether I/we shall be exempted for BSD is subject to the decision of the Collector of Stamp Revenue.
本文件不構成你們給予本人／我們任何意見或陳述。本人／我們明白如有疑問，本人／我們應徵詢專業人士之意見。印花稅署署長對於以第 2 標準稅率計算的「從價印花稅」是否適用於本人／我們及／或本人／我們是否可獲豁免「買家印花稅」有決定權。

12. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.
本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。

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

Signed by the Purchaser(s) 買方簽署

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 Cash Rebate
關於印花稅現金回贈的信件

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 該物業	Tower 座數	Floor 樓層	Flat 單位
	1	11	B
Purchaser(s) 買方			
I.D. / B.R. No. 身份證/商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

To 致: The Purchaser 買方

1. We, 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**」)購買該物業一事致函閣下。

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：-

   a Stamp Duty Cash Rebate which amount shall be equal to 10.5% of the Purchase Price or 2.975% of the Purchase Price (depending on the amount specified in the Offer Form (which forms part of the Preliminary Agreement)).
   印花稅現金回贈，金額相等於樓價的 10.5%或樓價的 2.975% (視乎在要約表格(該要約表格構成臨時合約一部份)中所指明的金額)。

3. **By signing this letter, you agree the following which shall be binding on you whether or not you shall apply for the Stamp Duty Cash Rebate:-**
簽署本信件即表示閣下同意以下各項，不論閣下是否申請印花稅現金回贈，以下仍對閣下有約束力：

   (a) 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**」)。

   (b) You shall make payment of the further deposit, additional deposit(s), further part payment(s) and balance of purchase price within the time specified in the Agreement for Sale and Purchase and perform and observe all other terms and conditions in the Preliminary Agreement and the Agreement for Sale and Purchase.
   閣下須於買賣合約規定的限期內支付加付訂金、額外訂金、進一步的部分付款及樓價餘額，並履行及遵守臨時合約和買賣合約所有其他條款與細則。

   (c) (i) You shall, within the period prescribed by the Stamp Duty Ordinance, cause all the Preliminary Agreement, the Agreement for Sale and Purchase, the Assignment, any subsequent nomination and other chargeable agreement for sale (if any) to be stamped with all stamp duty payable thereon, and shall, upon request by the Vendor or the Vendor's solicitors, also provide and procure your solicitors to provide the Vendor's solicitors with certified copies thereof so duly stamped.
   閣下須促使臨時合約、買賣合約、轉讓契、任何提名書及(如有)其他可予徵收印花稅的買賣協議在《印花稅條例》訂明的時限內加蓋所有應付的印花稅的印花，及在賣方或賣方代表律師要求時向賣方代表律師提供並促使其律師向賣方代表律師提供該等已加蓋印花的文書的核證副本。

   (ii) If you have applied for the transitional loan from Honour Finance Company, Limited ("**Transitional Loan**"), upon signing of the Agreement for Sale and Purchase, you shall deposit with the Vendor's solicitors a fund for the Vendor's solicitors to arrange for the Agreement for Sale and Purchase and (where required by the Stamp Duty Ordinance) the Preliminary Agreement to be stamped by the Collector of Stamp Revenue within the time limit prescribed by the Stamp Duty Ordinance. The amount of the fund is equal to the amount of AVD (including the ad valorem stamp duty at the new rate of 15%) on the Agreement for Sale and Purchase (including the fixed fee for stamping a counterpart of the Agreement for Sale and Purchase) and (where required by the Stamp Duty Ordinance) the Preliminary Agreement; and (if applicable) the amount of BSD, less the Transitional Loan amount approved by Honour Finance Company, Limited. The above arrangement is without prejudice to your obligation to pay stamp duty under the Agreement for Sale and Purchase.
   如閣下已向忠誠財務有限公司申請過渡性貸款(以下稱「**過渡性貸款**」)，在簽署買賣合約之時，閣下須向賣方代表律師存放一筆款項，以使賣方代表律師安排在《印花稅條例》訂明的時限內讓印花稅署署長為買賣合約及(如《印花稅條例》

要求)臨時合約加蓋印花。該筆款項金額相等於買賣合約(包括加蓋買賣合約副本的定額費用)及(如《印花稅條例》要求)臨時合約的從價印花稅(包括以 15%新稅率計算的從價印花稅)及(如適用)買家印花稅，減忠誠財務有限公司批核的過渡性貸款的金額。以上安排是不減損閣下在買賣合約下支付印花稅的責任。

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

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

(ii) If you have applied for the Transitional Loan, upon signing of the Agreement for Sale and Purchase, you shall deliver to the Vendor's solicitors the original Statutory Declaration together with a duly completed Form IRSD 118 and other forms or supporting documents which the Stamp Office may from time to time require.
如閣下已申請過渡性貸款，在簽署買賣合約之時，閣下須向賣方律師交付法定聲明的正本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他表格或證明文件。

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

5. Time shall be of the essence of this letter. Late submission of the application form and documents will not be accepted and your right to apply for the Stamp Duty Cash Rebate will be lost.
在本信件中的時間規定須嚴格遵守。過期遞交的申請表格及文件一概不予受理，屆時閣下將喪失申請印花稅現金回贈的權利。

6. After we have received your application and duly verified the information to be correct :-
本公司收到閣下的申請並證實有關資料無誤後：-

(a) where you have not utilized the Transitional Loan, the Vendor will apply the Stamp Duty Cash Rebate for part payment of the balance of the purchase price directly.
如閣下沒有使用過渡性貸款，賣方會將印花稅現金回贈直接用於支付部份樓價餘額；或

(b) where you have utilized the Transitional Loan, the Stamp Duty Cash Rebate will first be paid to Honour Finance Company, Limited for repayment of any amount outstanding under the Transitional Loan and the balance (if any) will be applied for part payment of the balance of the purchase price.
如閣下已使用過渡性貸款，則印花稅現金回贈會首先支付予忠誠財務有限公司用作償還過渡性貸款的未償還欠款，餘款(如有)才會用於支付部份樓價餘額。

7. You hereby irrevocably authorize us to pay the Stamp Duty Cash Rebate in the manner specified in paragraph 6 above.
閣下謹此不可撤銷地授權本公司以上述第 6 段所述方式支付印花稅現金回贈。

8. After we have paid the Stamp Duty Cash Rebate, if the amount of the relevant stamp duty actually payable exceeds the amount based on which the Stamp Duty Cash Rebate is calculated, we are not required to pay any other or additional Stamp Duty Cash Rebate to you. In case of dispute, we have the right to determine the amount of the Stamp Duty Cash Rebate, and such determination shall be final and binding on you.
在本公司支付印花稅現金回贈後，即使實際應付的相關印花稅金額大於計算印花稅現金回贈所依據的金額，本公司亦無須再向閣下支付任何其他或額外印花稅現金回贈。若有爭議，本公司有權決定印花稅現金回贈的金額，有關決定為最終決定並對閣下具有約束力。

9. The benefit in this letter is personal to you and is only available to you as a purchaser of the Property who signs a preliminary agreement for sale and purchase of a residential property in Ultima on or before the date (if any) specified in the relevant Price List of Ultima. In any event, you shall only be entitled to receive the Stamp Duty Cash Rebate once for each residential property. The rights or benefits conferred on you under this letter are non-assignable and non-transferable, except that you may upon request by Honour Finance Company, Limited assign or charge your rights or benefits under this letter to Honour Finance Company, Limited for the purpose of securing your repayment of the Transitional Loan.
本信件的利益屬於閣下個人所有，並且僅向作為「天鑄」相關價單中規定的日期(如有)或之前簽署購買「天鑄」住宅物業的臨時買賣合約的買方提供。不管怎樣，閣下只可就每個住宅物業有權收取印花稅現金回贈一次。本信件賦予閣下的權利或利益不得轉讓或轉移，但閣下可在忠誠財務有限公司要求時，將閣下在本信件的權利或利益轉讓或轉移給忠誠財務有限公司，作為閣下償還過渡性貸款的保證。

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

10. You may have to notify your bank of the Stamp Duty Cash Rebate in the mortgage application process. The bank may take into account the Stamp Duty Cash Rebate in determining the loan amount. For details, please make enquiry with the banks.
閣下在按揭申請中可能需要通知閣下的銀行有關印花稅現金回贈的安排。銀行決定提供貸款額時可能會考慮印花稅現金回贈。請向銀行查詢有關詳情。

11. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.
本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。

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

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

"**BSD**" means the buyer's stamp duty chargeable on the Preliminary Agreement and the Agreement for Sale and Purchase under the Stamp Duty Ordinance.
「**買家印花稅**」是指根據《印花稅條例》對臨時合約和買賣合約徵收的買家印花稅。

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

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

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

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

For and on behalf of
Sun Hung Kai Real Estate Agency Limited
As agent of Polarland Limited

Authorized Signature(s)
授權人士簽署

Annex 4
附件 4

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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 and I/we hereby declare and represent to you that (please fill in a "✓" at the appropriate box):-
經小心考慮本信件的內容後，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，本人/吾等謹此向賣方聲明及陳述(請在適用之方格內填寫「✓」號)：

(a) I am/we are [☐ ***subject to*** / ☐ ***not subject to***] the buyer's stamp duty;
本人/吾等 [☐ *須* / ☐ *毋須*] 繳付買家印花稅；

(b) Higher rates (Scale 1) of ad valorem stamp duty is [☐ ***applicable*** / ☐ ***not applicable***] to my/our purchase of the Property;
從價印花稅的較高稅率(第 1 標準) [☐ *適用* / ☐ *不適用*] 於本人/吾等購買的該物業；

(c) I am/each of us is acquiring the Property [☐ ***on my own behalf and not on behalf of any other person(s)*** / ☐ ***on behalf of other person***].
本人/吾等各人在購入該物業時是 [☐ *代表自己行事及並不代表任何其他人* / ☐ *代表他人行事*]。

I/We acknowledge and understand that Polarland Limited relies on my/our declarations and representations made above in offering the Stamp Duty Cash Rebate to me/us.
本人/吾等知悉及明白寶崙有限公司倚賴本人/吾等上述作出的聲明及陳述向本人/吾等提供印花稅現金回贈。

Signed by the Purchaser(s) 買方簽署

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

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 該物業	Tower 座數	Floor 樓層	Flat 單位
	1	11	B
Purchaser(s) 買方			
I.D. / B.R. No. 身份證/商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

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

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

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

Signed by the Purchaser(s) 買方簽署

Annex 6
附件 6

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

Acknowledgement Letter Regarding Marble
關於雲石的確認信

Vendor 賣方	PolarlandLimited 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 該物業	Tower 座數	Floor 樓層	Flat 單位
	1	11	B
Purchaser(s) 買方			
I.D. / B.R. No. 身份證/商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

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

1. I/We have inspected the marble in the Property and are fully satisfied with the colour and pattern of the marble.
   本人／我們已視察該物業內的雲石並且完全滿意雲石的顏色及花紋。

2. I/We shall not (i) raise any objection or complaint in relation to the colour and pattern of the marble or (ii) request for the change or replacement of the marble due to the aforesaid reasons.
   本人／我們不可(i)就雲石的顏色及花紋提出任何反對或投訴或(ii)因前述原因要求更換或替換雲石。

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

Signed by the Purchaser(s) 買方簽署

Annex 7
附件 7

新鴻基地產代理有限公司
個人資料收集聲明

收集閣下的個人資料

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

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

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

閣下資料可能被用作的用途

我們可能不時使用閣下資料作下列一個或多個用途：

(i) 處理閣下的物業交易，包括準備文件和作出任何必要的安排以完成交易；
(ii) 向閣下提供及管理優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益（不論屬財務性質或以贈品或其他形式提供）；
(iii) 如閣下尋求按揭、第二按揭、信貸融資或財務融通，與承按人或信貸融資或財務融通提供者聯絡以處理閣下的申請；
(iv) 處理閣下就服務、產品、會籍或利益的申請或要求；
(v) 促進物業管理及保安；
(vi) 就我們或新鴻基地產集團（「集團」）任何其他成員或由集團成員及合資夥伴成立的合資公司（「合資公司」）提供的的服務、物業、物業發展項目或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。

Annex 7
附件 7

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

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 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 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 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:

Annex 8
附件 8

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

第 I 部份
Part I

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

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

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

4. (如適用)根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠(如有)；而有關還款能力之要求(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。
(If applicable) According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the Purchaser in connection with the purchase of a residential property will be deducted from the purchase price when calculating the loan-to-value ratio by the bank; and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.

5. 所有就購買該物業而連帶獲得的任何折扣、贈品、財務優惠或利益均只提供予買方及不可轉讓。賣方有絕對酌情權決定買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。
All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of the Property are offered to first-hand Purchaser only and shall not be transferable. The Vendor has absolute discretion in deciding whether a Purchaser is entitled to those discount, gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those discount, gift, financial advantage or benefit. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.

6. (如適用)所有由賣方將提供用以支付樓價餘額部份的現金回贈(以向上捨入方式換算至整數)，在符合提供現金回贈的相關先決條件的情況下，賣方保留權利以其他方法及形式將現金回贈支付予買方。
(If applicable）The Vendor's designated financing company has not and will not appoint any person (third party) for or in relation to granting a loan to any intending borrower or any specified class of intending borrower, whether as to the procuring, negotiation, obtaining, application, guaranteeing or securing the repayment of such a loan.

7. (如適用)賣方的指定財務機構沒有亦將不會委任任何人士(第三方)處理就向任何擬借款人或任何指明類別的擬借款人批出貸款，無論是促致、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。
(If applicable）The Vendor's designated financing company has not and will not appoint any person (third party) for or in relation to granting a loan to any intending borrower or any specified class of intending borrower, whether as to the procuring, negotiation, obtaining, application, guaranteeing or securing the repayment of such a loan.

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

(ST8b) ST8b 付款計劃
ST8b Payment Plan

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1. 貸款優惠
Loan Offer

買方可享有以下**其中一項**優惠：
The Purchaser shall be entitled to **ONLY ONE** of the following benefits:

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

備用第一按揭貸款的最高金額為樓價的 80%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附件 8.3(a)。
The maximum loan amount of the Standby First Mortgage Loan shall be 80% of the Purchase Price, provided that the loan amount shall not exceed the balance of the Purchase Price payable. Please see Annex 8.3(a) for details.

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

備用第二按揭貸款的最高金額為樓價的 25%或應繳付之樓價餘額，以較低者為準。詳情請參閱附件 8.3(b) 。
The maximum loan amount of the Standby Second Mortgage Loan shall be 25% of the Purchase Price or the balance of Purchase Price payable, whichever is lower. Please see Annex 8.3(b) for details.

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

在不影響買方於正式合約下之權利的前提下，凡住宅物業 (但不包括園景及植物(如有)及第 3 段所述的該傢俱) 有欠妥之處(正常損耗除外)，而該欠妥之處並非由任何人之行為或疏忽造成，買方可於該物業的成交日或該物業的管有權交予買方的日期起計 3 年內向賣方發出書面通知，賣方須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。首 3 年保修優惠受其他條款及細則約束。
Without affecting the Purchaser's rights under the Agreement, the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of completion of the sale and purchase of the Property rectify any defects (fair wear and tear excepted) to the Property (excluding the landscape area and plants (if any) and the Furniture as set out in paragraph 3) caused otherwise than by the act or neglect of any person. The First 3 Years Warranty Offer is subject to other terms and conditions.

3. 送贈傢俱優惠
Free Furniture Offer

買方可免費獲贈附件 8.4 所述之相關住宅物業之裝飾、傢俱和物件(『該傢俱』)。賣方或其代表不會就該傢俱作出任何保證、保養或陳述，更不會就其狀況、狀態、品質及性能，及其是否或會否在可運作狀態作出任何保證、保養或陳述。該傢俱將於住宅物業成交日以成交時之狀況連同住宅物業交予買方。任何情況下，買方不得就該傢俱提出任何異議或質詢。為免疑問，第 2 段所述的首 3 年保修優惠不適用於該傢俱。本優惠受其他條款及條件約束。
The Purchaser will be provided with the decoration, furniture and chattels of the relevant residential property as set out in Annex 8.4 hereto (the "Furniture") free of charge. No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect regarding the Furniture. In particular, no warranty, maintenance or representation whatsoever is given as to the condition, state, quality or fitness of any of the Furniture or as to whether any of the Furniture is or will be in working condition. The Furniture will be delivered to the Purchaser upon completion of the sale and purchase of the residential property in such condition as at completion together with the residential property. In any event, no objection or requisitions whatsoever shall be raised by the Purchaser in respect of the Furniture. For the avoidance of doubt, the First 3 Years Warranty Offer as set out in paragraph 2 does not apply to the Furniture. This offer is subject to other terms and conditions.

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

(a) 購買列於以下表 1 內的住宅物業之買方，可優先認購該期數或其他期數內的一個停車位(如買方已按正式合約完成該物業的買賣交易)。
The Purchaser of a residential property set out in Table 1 below, has a priority to purchase one car parking space of the Phase or other Phase (if the Purchaser has completed the sale and purchase of the Property in accordance with the Agreement).

表 1
Table 1

座數 Tower	樓層 Floor	單位 Unit
1	11/F	B

(b) 買方須根據賣方日後公佈的停車位之銷售安排所規定的時限、條款及方法認購停車位，否則其優先認購停車位的優惠將會自動失效，買方不會為此獲得任何補償。
The Purchaser shall purchase the car parking space in accordance with time limit, terms and manner as prescribed by the sales arrangements of the car parking spaces to be announced by the Vendor. Otherwise, the priority to purchase the car parking space shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.

(c) 停車位的售價及銷售安排詳情(包括但不限於揀選停車位的次序)將由賣方全權及絕對酌情決定，並容後公佈。
The price and sales arrangements details (including but not limited to the sequence for the selection of the car parking spaces) of car parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later.

(ST11a) ST11a 付款計劃
ST11a Payment Plan

1. 印花稅優惠
Stamp Duty Offer(s)

(a) 印花稅現金回贈
Stamp Duty Cash Rebate

買方在按正式合約完成買賣交易的情況下，可獲賣方提供印花稅現金回贈。印花稅現金回贈的金額相等於要約表格中所指明的金額。詳情請參閱附件 8.1(a)。
Subject to the completion of the sale and purchase in accordance with the Agreement, the Purchaser shall be entitled to a Stamp Duty Cash Rebate as offered by the Vendor which amount shall be equal to the amount specified in the Offer Form. Please see Annex 8.1(a) for details.

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

如買方享有印花稅現金回贈，買方可向指定財務機構申請印花稅過渡性貸款或(如買方享有印花稅現金回贈，但買方沒有使用印花稅過渡性貸款)可獲港幣$5,000 現金回贈，印花稅過渡性貸款的最高金額為 (i) 就正式合約應付的從價印花稅的 70%；或 (ii) 於要約表格中所指明的印花稅現金回贈的金額，以較低者為準。詳情請參閱附件 8.1(b)。
If the Purchaser is entitled to the Stamp Duty Cash Rebate, the Purchaser may apply for a Stamp Duty Transitional Loan from the designated financing company or (if the Purchaser entitled to the Stamp Duty Cash Rebate but has not utilized the Stamp Duty Transitional Loan) shall be entitled to a HK$5,000 Cash Rebate. The maximum Stamp Duty Transitional Loan amount shall be (i) 70% of the ad valorem stamp duty chargeable on the Agreement; or (ii) the amount of the Stamp Duty Cash Rebate specified in the Offer Form, whichever is lower. Please see Annex 8.1(b) 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$100,000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$100,000.

買方必須於完成該物業之買賣交易日前最少30日以書面向賣方申請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 completion of sale and purchase of the Property. After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the SHKP Club Member Cash Rebate for part payment of the balance of the Purchase Price directly.

3. 成交優惠
Completion Benefit

(a) 如買方於以下列表訂明的任何期限內繳付樓價全數及完成該物業的買賣交易，可根據以下列表獲賣方送出成交優惠(『成交優惠』)。
Where the Purchaser fully pays the Purchase Price and completes the sale and purchase of the Property within any period specified in the table below, the Purchaser shall be entitled to a Completion Benefit ("Completion Benefit") offered by the Vendor according to the table below.

成交優惠列表
Completion Benefit Table

完成該物業的買賣交易日期 Date of completion of the sale and purchase of the Property	成交優惠金額 Completion Benefit amount
2019 年 12 月 31 日或之前 On or before 31 December 2019	樓價 3% 3% of the Purchase Price
2020 年 1 月 1 日至 2020 年 3 月 31 日期間內 Within the period from 1 January 2020 to 31 March 2020	樓價 1% 1% of the Purchase Price

(b) 買方須於其意欲完成該物業的買賣的交易日前最少 30 日，以書面向賣方提出申請成交優惠，賣方會於收到申請並證實有關資料無誤後將成交優惠於成交時直接用於支付部份樓價餘額。不論成交優惠的申請獲賣方批核與否，買方仍須按正式合約完成該物業的交易及向賣方繳付該物業的樓價全數。
The Purchaser shall notify the Vendor in writing to apply for the Completion Benefit at least 30 days before the intended date of completion of the sale and purchase of the Property. After the Vendor has received the application and duly verified the information to be correct, the Vendor will upon completion apply the Completion Benefit for part payment of the balance of the Purchase Price directly. Irrespective of whether or not the application for Completion Benefit is approved by the Vendor, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property to the Vendor in accordance with the Agreement.

(c) 如上述第 3(a)段中訂明的任何期限的最後一日不是工作日(按《一手住宅物業銷售條例》第 2(1)條所定義)，則該日期定為下一個工作日。
If the last day of any period as set out in the paragraph 3(a) above is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance), the said day shall fall on the next working day.

4. Signature 提前入住優惠 (只適用於個人名義買方)
Signature Early Move-in Offer (Applicable only to the Purchaser who is individual)

在買方滿足附件 8.2 的第(I)段所列明的先決條件的前提下，賣方可給予買方 Signature 許可證以准許買方以許可人的身份佔用該物業直至 2020 年 3 月 31 日或實際完成該物業之買賣交易日，以較早日期為準。詳情請參閱附件 8.2。
Subject to the conditions precedent as set out in paragraph (I) of Annex 8.2 being satisfied by the Purchaser, the Vendor may grant a Signature licence to the Purchaser to occupy the Property as a licensee until 31 March 2020 or the actual completion date of sale and purchase of the Property, whichever is the earlier. Please see Annex 8.2 for details.

5. 貸款優惠
Loan Offer

買方可享有以下**其中一項**優惠：
The Purchaser shall be entitled to **ONLY ONE** of the following benefits:

(a) 備用第一按揭貸款(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)及/或 2%現金回贈
Standby First Mortgage Loan (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))and/or 2% Cash Rebate

備用第一按揭貸款的最高金額為淨樓價的 80%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附件 8.3(a)。
The maximum loan amount of the Standby First Mortgage Loan shall be 80% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of the Purchase Price payable. Please see Annex 8.3(a) for details.

此外，買方在按正式合約完成買賣交易的情況下，可獲樓價 2%之現金回贈(『2%現金回贈』)。詳情請參閱附件 8.3。
In additional, subject to the completion of the sale and purchase in accordance with the Agreement, the Purchaser will be eligible for a cash rebate of 2% of the purchase price ("2% Cash Rebate"). Please see Annex 8.3 for details.

(b) 備用第二按揭貸款(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)及/或 2%現金回贈
Standby Second Mortgage Loan (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)) and/or 2% Cash Rebate

備用第二按揭貸款的最高金額為淨樓價的 25%或應繳付之樓價餘額，以較低者為準。詳情請參閱附件 8.3(b) 。
The maximum loan amount of the Standby Second Mortgage Loan shall be 25% of the Net Purchase Price or the balance of Purchase Price payable, whichever is lower. Please see Annex 8.3(b) for details.

此外，買方在按正式合約完成買賣交易的情況下，可獲樓價 2%之現金回贈(『2%現金回贈』)。詳情請參閱附件 8.3。
In additional, subject to the completion of the sale and purchase in accordance with the Agreement, the Purchaser will be eligible for a cash rebate of 2% of the purchase price ("2% Cash Rebate"). Please see Annex 8.3 for details.

(c) 置尊 120s (只適用於個人名義買方)
Grand 120s (applicable only to the Purchaser(s) who is/are individual(s))

置尊 120s 的最高貸款金額為樓價 120%。詳情請參閱附件 8.3(c)。
The maximum loan amount of Grand 120s shall be 120% of the Purchase Price. Please see Annex 8.3(c) for details.

如買方使用置尊 120s，成交日不可早於接納書的日期後 90 日。
If the Purchaser utilizes Grand 120s, the date of completion shall not be earlier than 90 days after the date of Letter of Acceptance.

(d) Ultima 36 (只適用於個人名義買方)
Ultima 36 (applicable only to the Purchaser(s) who is/are individual(s))

Ultima 36 的最高貸款金額為淨樓價的 85%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附件 8.3(d) 。
The maximum loan amount of Ultima 36 shall be 85% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of the Purchase Price payable. Please see Annex 8.3(d) for details.

上文『淨樓價』一詞指該物業之樓價扣除第 1(a)段所述的印花稅現金回贈(如有)、第 1(b)段所述的港幣$5,000 現金回贈(如有)、第 2 段所述的新地會會員現金回贈(如有)、第 3 段所述的成交優惠(如有) 及第 5 段所述的 2%現金回贈(如有)後的金額。
The term "Net Purchase Price" above means the amount of the Purchase Price of the Property after deducting the Stamp Duty Cash Rebate (if any) as set out in paragraph 1(a), the HK$5,000 Cash Rebate (if any) as set out in paragraph 1(b), the SHKP Club Member Cash Rebate (if any) as set out in paragraph 2, the Completion Benefit (if any) as set out in paragraph 3 and the 2% Cash Rebate (if any) as set out in paragraph 5.

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

在不影響買方於正式合約下之權利的前提下，凡住宅物業 (但不包括園景及植物(如有)及第 7 段所述的該傢俱) 有欠妥之處(正常損耗除外)，而該欠妥之處並非由任何人之行為或疏忽造成，買方可於該物業的成交日或該物業的管有權交予買方的日期(如買方已使用附件 8.2 所述之 Signature 提前入住優惠)(以較早者計)起計 3 年內向賣方發出書面通知，賣方須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。首 3 年保修優惠受其他條款及細則約束。
Without affecting the Purchaser's rights under the Agreement, the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of completion of the sale and purchase of the Property or the date when possession of the Property is delivered to the Purchaser (if the Purchaser has utilized the Signature Early Move-in Offer as set out in Annex 8.2) (whichever is earlier) rectify any defects (fair wear and tear excepted) to the Property (excluding the landscape area and plants (if any) and the Furniture as set out in paragraph 7) caused otherwise than by the act or neglect of any person. The First 3 Years Warranty Offer is subject to other terms and conditions.

7. 送贈傢俱優惠
Free Furniture Offer

買方可免費獲贈附件 8.4 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 6 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 8.4 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 6 does not apply to the Furniture. This offer is subject to other terms and conditions.

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

(a) 購買列於以下表 1 內的住宅物業之買方，可優先認購該期數或其他期數內的一個停車位(如買方已按正式合約完成該物業的買賣交易)。
The Purchaser of a residential property set out in Table 1 below, has a priority to purchase one car parking space of the Phase or other Phase (if the Purchaser has completed the sale and purchase of the Property in accordance with the Agreement).

表 1
Table 1

座數 Tower	樓層 Floor	單位 Unit
1	11/F	B

(b) 買方須根據賣方日後公佈的停車位之銷售安排所規定的時限、條款及方法認購停車位，否則其優先認購停車位的優惠將會自動失效，買方不會為此獲得任何補償。
The Purchaser shall purchase the car parking space in accordance with time limit, terms and manner as prescribed by the sales arrangements of the car parking spaces to be announced by the Vendor. Otherwise, the priority to purchase the car parking space shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.

(c) 停車位的售價及銷售安排詳情(包括但不限於揀選停車位的次序)將由賣方全權及絕對酌情決定，並容後公佈。
The price and sales arrangements details (including but not limited to the sequence for the selection of the car parking spaces) of car parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later.

Annex 8
附件 8

附件 8.1(a)　　印花稅現金回贈
Annex 8.1(a)　　Stamp Duty Cash Rebate

(I) 買方須於付清樓價餘額之日前最少30日以書面((如需要)連同就買賣合約應付的所有印花稅的正式繳付收據及(如賣方要求)賣方代表律師樓的相關收據)向賣方申請印花稅現金回贈，賣方會於收到申請並證實有關資料無誤後將印花稅現金回贈直接用於支付部份樓價餘額。
The Purchaser shall apply to the Vendor in writing ((if necessary) accompanied with the official receipt(s) for payment of all stamp duty payable on the agreement for sale and purchase and (if the Vendor requests) the relevant receipt(s) of the Vendor's solicitors) for the Stamp Duty Cash Rebate at least 30 days before the date of 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 Stamp Duty Cash Rebate for part payment of the balance of the purchase price directly.

(II) 如買方已從賣方的指定財務機構(『指定財務機構』)獲得過渡性貸款(詳情請參閱附件 8.1(b))，則印花稅現金回贈會首先支付予指定財務機構用作償還過渡性貸款的未償還欠款，餘款(如有)才會用於支付部份樓價餘額。
If the Purchaser has obtained the Transitional Loan from the Vendor's designated financing company ("designated financing company") (please see Annex 8.1(b) for details), then the Stamp Duty Cash Rebate will first be paid to the designated financing company for repayment of any amount outstanding under the Transitional Loan and the balance (if any) will be applied for part payment of the balance of the Purchase Price.

(III) 在賣方支付印花稅現金回贈金額後，(如適用)即使實際就正式合約應繳付的相關印花稅金額大於計算印花稅現金回贈所依據的金額，賣方亦無須再向買方支付任何其他或額外印花稅現金回贈。若有爭議，賣方有權決定印花稅現金回贈的金額，有關決定為最終決定並對買方具有約束力。
After the Vendor has paid the amount of the Stamp Duty Cash Rebate, (if applicable) if the amount of the relevant stamp duty actually payable on the Agreement exceeds the amount based on which the Stamp Duty Cash Rebate is calculated, the Vendor is not required to pay any other or additional Stamp Duty Cash Rebate to the Purchaser. In case of dispute, the Vendor has the right to determine the amount of the Stamp Duty Cash Rebate, and such determination shall be final and binding on the Purchaser.

(IV) 印花稅現金回贈受其他條款及細則約束。
The Stamp Duty Cash Rebate is subject to other terms and conditions.

附件 8.1(b)　印花稅過渡性貸款
Annex 8.1(b)　Stamp Duty Transitional Loan

買方可向賣方的指定財務機構(『指定財務機構』)申請印花稅過渡性貸款(『過渡性貸款』)，主要條款如下:
The Purchaser can apply to the Vendor's designated financing company ("designated financing company") for a Stamp Duty Transitional Loan ("Transitional Loan"). Key terms are as follows:

(I) 買方須於接納書的日期後 2 個工作日內向指定財務機構申請過渡性貸款。
The Purchaser shall make the application for the Transitional Loan to the designated financing company within 2 working days after the date of the Letter of Acceptance.

(II) 買方須提供指定財務機構所要求的財務資料及文件。
The Purchaser shall provide financial information and documents upon request from the designated financing company.

(III) 過渡性貸款的到期日為按正式合約完成該物業買賣交易的日期。
The maturity date of the Transitional Loan is the date of completion of sale and purchase of the Property in accordance with the Agreement.

(IV) 利率為 5% p.a.。如買方在到期日或之前準時還清過渡性貸款，將獲豁免貸款利息。
Interest rate shall be 5% p.a.. If the Purchaser shall duly repay the Transitional Loan on or before the maturity date, interest on the Transitional Loan will be waived.

(V) 所有過渡性貸款的法律文件須由賣方代表律師準備，並於賣方代表律師的辦事處簽署。買方無須支付任何申請貸款的手續費或法律費用。如買方就過渡性貸款另行自聘律師作為其代表律師，買方須負責其代表律師有關費用及雜費。
All legal documents of the Transitional Loan shall be prepared by the Vendor's solicitors and signed at the office of the Vendor's solicitors. The Purchaser will not be charged any handling fee or legal fee for processing the loan application. If the Purchaser shall instruct his/her/its own solicitors to act for him/her/it for the Transitional Loan, the Purchaser shall bear his/her/its own solicitors' relevant costs and disbursements.

(VI) 在簽署正式合約之時，買方須向賣方代表律師存放一筆款項，以使賣方代表律師安排在印花稅條例訂明的時限內讓印花稅署署長為正式合約及(如印花稅條例要求)臨時買賣合約加蓋印花。該筆款項金額相等於正式合約(包括加蓋買賣合約副本的定額費用)及(如印花稅條例要求)臨時買賣合約的從價印花稅及(如適用)買家印花稅的總額，減過渡性貸款的金額。
Upon signing of the Agreement, the Purchaser shall deposit with the Vendor's solicitors a fund for the Vendor's solicitors to arrange for the Agreement and (where required by the Stamp Duty Ordinance) the preliminary agreement for sale and purchase to be stamped by the Collector of Stamp Revenue within the time limit prescribed by the Stamp Duty Ordinance. The amount of the fund is equal to the total amount of ad valorem stamp duty on the Agreement (including the fixed fee for stamping a counterpart of the Agreement) and (where required by the Stamp Duty Ordinance) the preliminary agreement for sale and purchase and (if applicable) the amount of buyer's stamp duty, less the Transitional Loan amount.

(VII) *(只適用於買方為於香港註冊成立的有限公司)*
倘買方為於香港註冊成立的有限公司，則其每名個人股東均須向賣方指定融資公司抵押其於買方的全部股權，每名個人股東需簽訂由賣方指定融資公司訂明格式的股份押記。股份押記和所有其他法律文件均須由賣方律師編制並於賣方律師辦公室簽署。 賣方律師不代表買方個人股東以股份抵押方式行事。 買方個人股東應就股份押記尋求獨立法律意見。
(*Only Applicable if the Purchaser is a limited company incorporated in Hong Kong)*
If the Purchaser is a limited company incorporated in Hong Kong, each of its individual shareholder(s) shall charge all of his or her shareholdings in the Purchaser to the Vendor's designated financing company by executing a share charge in the prescribed form by the Vendor's designated financing company. The share charge(s) and all other legal documents shall be prepared by the Vendor's solicitors and signed at the office of the Vendor's solicitors. The Vendor's solicitors do not act for the individual shareholder(s) of the Purchaser in the share charge(s). The individual shareholder(s) of the Purchaser shall seek independent legal advice in relation to the share charge(s).

(VIII) 買方敬請向指定財務機構查詢有關貸款用途及詳情。貸款批出與否及其條款，指定財務機構有最終決定權。不論貸款獲批與否，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and details of the loan. The approval or disapproval of the loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the loan is granted or not, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement.

(IX) 此貸款受其他條款及細則約束。

This loan is subject to other terms and conditions.

(X) 賣方均無給予或視之為已給予任何就過渡性貸款之批核的陳述或保證。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the Transitional Loan.

1. 如買方享有印花稅現金回贈及沒有使用過渡性貸款，在買方按正式合約完成該物業買賣交易的情況下，可就每個住宅物業獲港幣$5,000現金回贈(『港幣$5,000現金回贈』)。
If the Purchaser has entitled the Stamp Duty Cash Rebate and not utilized the Transitional Loan, subject to completion of sale and purchase of the Property in accordance with the Agreement, a cash rebate of HK$5,000 for each residential property ("HK$5,000 Cash Rebate") would be offered to the Purchaser.

2. 買方須於完成該物業之買賣交易日前最少30日，以書面向賣方申請港幣$5,000現金回贈，賣方會於收到申請並證實有關資料無誤後將港幣$5,000現金回贈直接用於支付部份樓價餘額。
The Purchaser shall apply to the Vendor in writing for the HK$5,000 Cash Rebate at least 30 days before the date of completion of sale and purchase of the Property. After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the HK$5,000 Cash Rebate for part payment of the balance of the Purchase Price directly.

3. 為免疑問，就購買該物業，買方只可選擇使用過渡性貸款或獲得港幣$5,000現金回贈的其中一項。買方須為於同一份臨時買賣合約下購買的所有住宅物業選擇相同之優惠。
For the avoidance of doubt, for the purchase of the Property, the Purchaser can only choose either to utilize the Transitional Loan or to obtain the HK$5,000 Cash Rebate. The Purchaser must choose the same offer for all the residential properties purchased under the same preliminary agreement for sale and purchase.

附件 8.2 Signature 提前入住優惠 (只適用於個人名義買方)
Annex 8.2 Signature Early Move-in Offer (applicable only to the Purchaser who is individual)

(I) 在買方滿足以下先決條件的前提下，賣方可給予買方 Signature 許可證以准許買方以許可人的身份在該物業買賣交易完成前佔用該物業：
Subject to the conditions precedent below being satisfied by the Purchaser, the Vendor may grant a Signature licence to the Purchaser to occupy the Property as a licensee prior to the completion of sale and purchase of the Property:

(a) 買方須於 2019 年 9 月 30 日或之前，向賣方遞交買方已簽妥的 Signature 提前入住優惠的申請表格(『申請表格』)；及
the Purchaser shall duly sign and submit an application form for the Signature Early Move-in Offer (the "Application Form") to the Vendor on or before 30 September 2019; and

(b) 買方已於遞交申請表格時向賣方繳付相等於樓價 5%之不可退還 Signature 許可證費用按金(『Signature 許可證費用按金』)(不論許可期的長短)。該 Signature 許可證費用按金將於買方簽署許可協議(定義見下文)時轉為不可退還 Signature 許可證費用；及
the Purchaser has, at the time of submission of the Application Form, paid to the Vendor a non-refundable Signature licence fee deposit ("Signature licence fee deposit") equivalent to 5% of the Purchase Price (irrespective of the length of the licence period). The Signature licence fee deposit will become the non-refundable Signature licence fee upon signing of the Licence Agreement (as defined below) by the Purchaser; and

(c) 買方須於賣方接納及同意申請表格後簽署一份經由賣方訂明格式及內容的許可協議(『許可協議』)；及
the Purchaser shall sign a licence agreement in the Vendor's prescribed form and content (the "Licence Agreement") after the Application Form has been accepted and agreed by the Vendor; and

(d) 買方已同意許可期的首日不可早於接納書的日期後 90 日，而許可期必須在 2020 年 3 月 31 日或實際完成該物業之買賣交易日終止，以較早日期為準；及
the Purchaser has agreed that the licence period shall not commence on a date earlier than 90 days after the date of the Letter of Acceptance and shall end on 31 March 2020 or the actual date of completion of the sale and purchase of the Property, whichever is the earlier; and

(e) 買方已同意繳付以下第(II)段所述之相關開支及第(III)段所述之公用事業服務的按金及收費；及
the Purchaser has agreed to pay the Relevant Expenses as mentioned in paragraph (II) and the utility deposits and utility charges as mentioned in paragraph (III) below; and

(f) 買方已同意負責所有就許可協議而產生的法律費用、開支及印花稅(如有)；及
the Purchaser has agreed to bear all legal costs, expenses and stamp duty (if any) arising from the Licence Agreement; and

(g) 買方已簽署賣方指定格式及內容之文件(『補充文件』) (包括但不限於正式合約的補充合約)，以同意按以下條款：
the Purchaser has signed the required documents ("Supplemental Document") in the Vendor's prescribed form and content (including but not limited to a supplemental agreement to the Agreement) to agree to the following terms:

(A) 將要約表格第 4 節中指明的成交日延遲至 2020 年 3 月 31 日或之前（如適用）；及
to extend the date of completion specified in the Section 4 of the Offer Form to on or before 31 March 2020 (if applicable); and

(B) 按以下方式支付部份樓款:
to pay the part payment in the following manner:

(i) 如買方於 2019 年 6 月 28 日或之前簽署補充文件，除根據要約表格第 4 節中指明須支付的部份樓款外：
If the Purchaser signs the Supplemental Document on or before 28 June 2019, in addition to the part payment of Purchase Price specified in the Section 4 of the Offer Form:

- 於 2019 年 6 月 28 日或之前進一步支付樓價 1%作為部份樓款；及
to further pay 1% of the Purchase Price as part payment on or before 28 June 2019; and

- 於 2019 年 9 月 30 日或之前進一步支付樓價 1%作為部份樓款；及

to further pay 1% of the Purchase Price as part payment on or before 30 September 2019; and

- 於 2019 年 12 月 31 日或之前進一步支付樓價 1%作為部份樓款
  to further pay 1% of the Purchase Price as part payment on or before 31 December 2019

(ii) 如買方於 2019 年 6 月 29 日至 2019 年 9 月 30 日期間內或之前簽署補充文件，除根據要約表格第 4 節中指明須支付的部份樓款外：
If the Purchaser signs the Supplemental Document within the period from 29 June 2019 to 30 September 2019, in addition to the part payment of Purchase Price specified in the Section 4 of the Offer Form:

- 於 2019 年 9 月 30 日或之前進一步支付樓價 1%作為部份樓款；及
  to further pay 1% of the Purchase Price as part payment on or before 30 September 2019; and

- 於 2019 年 12 月 31 日或之前進一步支付樓價 1%作為部份樓款
  to further pay 1% of the Purchase Price as part payment on or before 31 December 2019

(iii) 如買方於 2019 年 10 月 1 日至 2019 年 12 月 31 日期間內或之前簽署補充文件，除根據要約表格第 4 節中指明須支付的部份樓款外：
If the Purchaser signs the Supplemental Document within the period from 1 October 2019 to 31 December 2019, in addition to the part payment of Purchase Price specified in the Section 4 of the Offer Form:

- 於 2019 年 12 月 31 日或之前進一步支付樓價 1%作為部份樓款
  to further pay 1% of the Purchase Price as part payment on or before 31 December 2019

或由賣方決定支付部份樓款的方式；及
or pay the part payment according to the Vendor's decision; and

(h) 任何其他由賣方施加的條款及細則。
any other terms and conditions as shall be imposed by the Vendor.

(II) 在許可期內，買方須負責該物業之管理費、地租、差餉及所有其他雜費(統稱『相關開支』)。
The Purchaser shall be responsible for management fees, Government rent and rates, and all other outgoings and expenses of the Property (collectively "Relevant Expenses") during the licence period.

(III) 在許可期內，買方須負責支付為該物業提供的任何公用事業服務的所有按金，以及支付該物業之所有公用事業服務收費。為免疑問，公用事業服務的按金及收費並不構成相關開支的一部分。
The Purchaser shall pay all deposits payable in respect of the supply of any utility to the Property and pay all utility charges for the Property during the licence period. For the avoidance of doubt, the utility deposits and utility charges do not form part of the Relevant Expenses.

(IV) 已使用 Signature 提前入住優惠之買方在按正式合約及補充文件完成該物業買賣交易的前提下，可獲相等於樓價 5%之現金回贈(『5%現金回贈』)。買方須於實際完成該物業的買賣交易日前最少 30 日，以書面方式通知賣方實際完成交易日期。賣方會於收到通知並證實有關資料無誤後，將 5%現金回贈扣除相關開支後，直接用於支付部份樓價餘額。為免疑問，如買方未能按正式合約及補充文件完成該物業買賣，買方須於許可協議終止時自費向賣方支付相關開支。
Subject to the Purchaser who has utilized the Signature Early Move-in Offer completing the sale and purchase of the Property in accordance with the Agreement and the Supplemental Document, the Purchaser will be entitled to a cash rebate equivalent to 5% of the Purchase Price ("5% Cash Rebate"). The Purchaser shall notify the Vendor in writing of the actual date of completion at least 30 days before the actual date of completion of the sale and purchase. After the Vendor has received the notification and duly verified the information to be correct, the Vendor will apply the 5% Cash Rebate, after deducting the Relevant Expenses, for part payment of the balance of the Purchase Price directly. For the avoidance of doubt, if the Purchaser fails to complete the sale and purchase of the Property in accordance with the Agreement and the Supplemental Document, the Purchaser shall pay to the Vendor the Relevant Expenses at his/her own cost upon termination of the Licence Agreement.

(V) 賣方保留絕對權利(a)拒絕買方提出的申請及(b)修改許可協議，補充文件及相關合約以包括任何其認為合適的條款和細則。
The Vendor reserves the absolute right to (a) reject the application for Signature Early Move-in Offer made by the Purchaser and (b) amend the Licence Agreement, the Supplemental Document and the relevant agreement(s) to include any terms and conditions as it considers appropriate.

(VI) 為免疑問，使用 Signature 提前入住優惠之買方，亦可享相關付款計劃所述之成交優惠。
For the avoidance of doubt, the Purchaser who has utilized the Signature Early Move-in Offer, shall be also entitled the Completion Benefit as set out in the relevant payment plan.

(VII) Signature 提前入住優惠受其他條款及細則約束。
Signature Early Move-in Offer is subject to other terms and conditions.

附件 8.3 2%現金回贈
Annex 8.3 2% Cash Rebate

(I) 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2%現金回贈，賣方會於收到申請並證實有關資料無誤後將2%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 2% 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 2% Cash Rebate for part payment of the balance of the purchase price directly.

(II) 2%現金回贈受其他條款及細則約束。
The 2% Cash Rebate is subject to other terms and conditions.

附件 8.3(a) **備用第一按揭貸款(『第一按揭貸款』) (只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)**

Annex 8.3(a) **Standby First Mortgage Loan ("First Mortgage Loan") (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))**

買方可向賣方的指定財務機構(『指定財務機構』)申請第一按揭貸款，主要條款如下:
The Purchaser can apply to the Vendor's designated financing company ("designated financing company") for the First Mortgage Loan. Key terms are as follows:

(I) 買方必須於正式合約內所註明的完成該物業之買賣交易日前最少 60 日以書面向指定財務機構申請第一按揭貸款。
The Purchaser shall make a written application to the designated financing company for the First Mortgage Loan not less than 60 days before the date of completion of sale and purchase of the Property specified in the Agreement.

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

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

(IV) 首 24 個月之按揭利率為香港上海匯豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減 2.85% p.a.，期後之按揭利率為港元最優惠利率加 1% p.a.，利率浮動。最終利率以指定財務機構審批結果而定。
Interest rate for the first 24 months shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited ("Hong Kong Dollar Best Lending Rate") minus 2.85% p.a., thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.

(V) 買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近 2 年的稅單、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。
The Purchaser and his/her guarantor (if any) shall provide sufficient documents to prove his/her repayment ability, including without limitation the provision of credit report, Tax Demand Notes 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 guarantor (if any).

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

(VII) 買方須就申請第一按揭貸款支付港幣$5,000 不可退還申請手續費。
The Purchaser shall pay HK$5,000 being the the non-refundable application fee for the First Mortgage Loan.

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

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

(X) 買方敬請向指定財務機構查詢有關第一按揭貸款用途及詳情。第一按揭貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論第一按揭貸款獲批與否，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the First Mortgage Loan. The approval or disapproval and the approved loan amount of the First Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the First Mortgage Loan is granted or not, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement.

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

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

附件 8.3(b) **備用第二按揭貸款(『第二按揭貸款』) (只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)**

Annex 8.3(b) **Standby Second Mortgage Loan ("Second Mortgage Loan") (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))**

買方可向賣方的指定財務機構(『指定財務機構』)申請第二按揭貸款，主要條款如下:
The Purchaser can apply to the Vendor's designated financing company ("designated financing company") for the Second Mortgage Loan. Key terms are as follows:

(I) 買方必須於正式合約 內所註明的完成該物業之買賣交易日前最少 60 日以書面向指定財務機構申請第二按揭貸款。
The Purchaser shall make a written application to the designated financing company for the Second Mortgage Loan not less than 60 days before the date of completion of sale and purchase of the Property specified in the Agreement.

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

(III) 首 24 個月之按揭利率為香港上海匯豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減 2.85% p.a.，期後之按揭利率為港元最優惠利率加 1% p.a.，利率浮動。最終利率以指定財務機構審批結果而定。
Interest rate for the first 24 months shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited ("Hong Kong Dollar Best Lending Rate") minus 2.85% p.a., thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.

(IV) 買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近 2 年的稅單、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。
The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Tax Demand Notes 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 (if any).

(V) 第一按揭銀行須為指定財務機構所指定及轉介之銀行，買方並且須得到該銀行同意辦理第二按揭貸款。
The first mortgagee bank shall be nominated and referred by the designated financing company and the Purchaser shall obtain consent from the first mortgagee bank to apply for the Second Mortgage Loan.

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

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

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

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

(X) 買方敬請向指定財務機構查詢有關第二按揭貸款用途及詳情。第二按揭貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論第二按揭貸款獲批與否，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Second Mortgage Loan. The approval or disapproval and the approved loan amount of the Second Mortgage Loan and the terms

thereof are subject to the final decision of the designated financing company. Irrespective of whether the Second Mortgage Loan is granted or not, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement.

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

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

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

附件 8.3(c) 置尊 120s (只適用於個人名義買方)
Annex 8.3(c) Grand 120s (applicable only to the Purchaser(s) who is/are individual(s))

買方可向賣方的指定財務機構(『指定財務機構』)申請置尊120s (『樓價貸款』)，主要條款如下:
The Purchaser can apply to the Vendor's designated financing company ("designated financing company") for the Grand 120s ("Payment Financing"). Key terms are as follows:

(I) 買方必須於正式合約內所註明的完成該物業之買賣交易日前最少 60 日以書面向指定財務機構申請樓價貸款。
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 completion of sale and purchase of the Property specified in the Agreement.

(II) 樓價貸款必須以該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 above) Hong Kong residential property(ies) ("Existing Property"). The following are the basic requirements of the Existing Property:

- 現有物業的業主(或其中一位業主)必須為買方(或買方其中一位)或買方的近親(即配偶、父母、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, 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。
  The Existing Property is not a village-type house, residential property in a single block with an Occupation Permit issued before 1980, property which is subject to alienation restrictions and non-estate-type property situated on the outlying islands, etc.

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 meeting the above requirements, the designated financing company reserves the right not to accept the Existing Property as security.

(III) 該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 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:

樓價貸款 The Payment Financing	最高金額 The maximum amount
A 部份：用於繳付樓價餘額 Tranche A: for payment of the balance of the purchase price	• (如現有物業的(總)估算價值為樓價20%或以上，但少於樓價30%)樓價的60%扣除所有賣方將提供用以支付樓價餘額部份的現金回贈(如有)後的金額；或 (if the (total) valuation of the Existing Property(ies) is 20% of the Purchase Price or above, but less than 30% of the Purchase Price) 60% of the Purchase Price less all cash rebate(s) (if any) that will be offered by the Vendor for part payment of the balance of Purchase Price; or • (如現有物業的(總)估算價值為樓價30%或以上，但少於樓價40%)樓價的70%扣除所有賣方將提供用以支付樓價餘額部份的現金回贈(如有)後的金額；或 (if the (total) valuation of the Existing Property(ies) is 30% of the Purchase Price or above, but less than 40% of the Purchase Price) 70% of the Purchase Price less all cash rebate(s) (if any) that will be offered by the Vendor for part payment of the balance of Purchase Price; or • (如現有物業的(總)估算價值為樓價40%或以上，但少於樓價50%)樓價的80%扣除所有賣方將提供用以支付樓價餘額部份的現金回贈(如有)後的金額；或 (if the (total) valuation of the Existing Property(ies) is 40% of the Purchase Price or above, but less than 50% of the Purchase Price) 80% of the Purchase Price less all cash rebate(s) (if any) that will be offered by the Vendor for part payment of the balance of Purchase Price; or • (如現有物業的(總)估算價值為樓價50%或以上)樓價的90%扣除所有賣方將提供用以支付樓價餘額部份的現金回贈(如有)後的金額， (if the (total) valuation of the Existing Property(ies) is 50% of the Purchase Price or above) 90% of the Purchase Price less all cash rebate(s) (if any) that will be offered by the Vendor for part payment of the balance of Purchase Price, 惟貸款金額不可超過應繳付之樓價餘額。 provided that the loan amount shall not exceed the balance of Purchase Price payable.
B 部份(如適用)：用於償還現有物業的按揭貸款 Tranche B (if applicable): for repayment of the mortgage loan(s) of the Existing Property(ies)	• 樓價的10%(如現有物業的(總)估算價值為樓價60%或以上，但少於樓價70%)；或 10% of the purchase price (if the (total) valuation of the Existing Property(ies) is 60% of the purchase price or above, but less than 70% of the purchase price); or • 樓價的20%(如現有物業的(總)估算價值為樓價70%或以上，但少於樓價80%)；或 20% of the purchase price (if the (total) valuation of the Existing Property(ies) is 70% of the purchase price or above, but less than 80% of the purchase price) ; or • 樓價的30%(如現有物業的(總)估算價值為樓價80%或以上)， 30% of the purchase price (if the (total) valuation of the Existing Property(ies) is 80% of the purchase price or above), 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 of the payment plans, the Purchaser intending to apply for the maximum loan amount may have to early settle the balance of 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 (if any).

(VI) 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。
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 (if any).

(VII) 買方須提供於到期還款資金安排，並提供相關文件證明。
The Purchaser is required to provide the funding arrangement for repayment on maturity and provide the relevant documents.

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

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

(X) 利率為 5% p.a.。在買方遵守第(III)段所述的要求的前提下，如買方按第(XI)段所述的方式準時償還樓價貸款或提前全數償還樓價貸款餘款而且已準時償還之前的每期供款，將獲豁免貸款利息。
Interest rate shall be 5% p.a.. Subject to the Purchaser complying with the requirement as mentioned in paragraph (III), if the Purchaser duly repays the Payment Financing according to the manner as mentioned in paragraph (XI) or early fully repays the balance of the Payment Financing and having paid each prior instalment on time, then interest on the Payment Financing will be waived.

(XI) 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:

(a) 每月供款相當於樓價0.5%，用於償還樓價貸款的A部份；及
monthly installment amount equivalent to 0.5% of the Purchase Price shall be applied for repayment of the Tranche A of the Payment Financing; and

(b) 於到期日，全數償還樓價貸款餘款及(如有)利息。
fully repay the balance of the Payment Financing and (if any) interest on the maturity date.

(XII) 如買方全數償還樓價貸款餘款，而且準時償還每期供款，買方可獲賣方送出以下列表指明的置尊120s償還現金回贈(『置尊120s償還現金回贈』)。
If the Purchaser fully repays the balance of the Payment Financing and repays each instalment on time, the Purchaser shall be entitled to the Grand 120s Repayment Cash Rebate (“Grand 120s Repayment Cash Rebate”) offered by the Vendor according to the table below.

全數償還樓價貸款餘款日期 Date of Full Repayment of the Payment Financing	置尊 120s 償還現金回贈金額 Grand 120s Repayment Cash Rebate amount
首 33 個月內 Within the first 33 months	樓價 2% 2% of the Purchase Price
第 34 至 36 個月內 Within the 34th to 36th month	樓價 0.5% 0.5% of the Purchase Price

賣方會將置尊120s償還現金回贈直接用於償還樓價貸款餘款。
The Grand 120s Repayment Cash Rebate will be applied by the Vendor for settlement of the balance of the Payment Financing directly.

(XIII) 買方可向指定財務機構申請附件 8.3(e)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 8.3(e) 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:

於申請置尊120s時 At the time of application for Grand 120s	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 does(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%及置尊120s償還現金回贈(如有)。 the balance of the Tranche A of the Payment Financing repayable on maturity date of the Payment Financing less 10% of the Purchase Price and the Grand 120s Repayment Cash Rebate (if any).
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 above Existing Property(ies) mortgaged to a bank	樓價貸款的到期日須償還的樓價貸款的A部份的餘款減去置尊120s償還現金回贈(如有)。 the balance of the Tranche A of the Payment Financing repayable on maturity date of the Payment Financing less the Grand 120s Repayment Cash Rebate (if any).

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 8.3(e)。
The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her guarantor (if any). Please see Annex 8.3(e) for details.

(XIV) 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雜費。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雜費。
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 for 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.

(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 (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，買方仍須按買賣合約完成該物業的交易及繳付該物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and details of the loan. The approval, disapproval or 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 for sale and purchase.

(XVII) 此貸款受其他條款及細則約束。
This loan is subject to other terms and conditions.

(XVIII) 賣方均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 8.3(d) Ultima 36 (只適用於個人名義買方)
Annex 8.3(d) Ultima 36 (applicable only to the Purchaser(s) who is/are individual(s))

買方可向賣方的指定財務機構(『指定財務機構』)申請 Ultima 36 (『特別貸款』)，主要條款如下:
The Purchaser can apply to the Vendor's designated financing company ("designated financing company") for Ultima 36 ("Special Loan"). Key terms are as follows:

(I) 買方必須於正式合約內所註明的完成該物業之買賣交易日前最少 60 日以書面向指定財務機構申請特別貸款。
The Purchaser shall make a written application to the designated financing company for the Special Loan not less than 60 days before the date of completion of sale and purchase of the Property specified in the Agreement.

(II) 特別貸款必須以該物業之第一法定按揭作為抵押。
The Special Loan shall be secured by a first legal mortgage over the Property.

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

(IV) 擔保人(如有)必須為買方的指定親屬(即配偶、父母、子女、兄弟或姊妹)或買方其中一位的指定親屬或指定財務機構所接受的其他人士。
The guarantor (if any) must be a designated relative (i.e. spouse, parents, children, brothers or sisters) of the Purchaser or a designated relative of any one of the Purchasers, or other person acceptable to the designated financing company.

(V) 特別貸款的最高貸款金額為有關付款計劃所述之淨樓價的85%，惟貸款金額不可超過應繳付之樓價餘額。指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對貸款金額作出調整。
The maximum loan amount of Special Loan shall be 85% 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. The designated financing company shall adjust the loan amount in accordance with the result of credit check and assessment of the Purchaser and his/her guarantor (if any).

(VI) 買方及其擔保人(如有)須提供以下文件證明：
The Purchaser and his/her guarantor (if any) shall provide the following documents to prove that:

(a) 買方及(如有)其擔保人在申請特別貸款前2個月及接納書的日期前2個月的平均金融資產(見以下備註)價值，不少於：
the average financial assets (see note below) value of the Purchaser and his/her guarantor (if any) of the previous 2 months before the application of the Special Loan and the previous 2 months before the date of the Letter of Acceptance shall be at least:

- (如樓價為港幣$20,000,000或以下)樓價的30%；或
(if the Purchase Price is HK$20,000,000 or below) 30% of the Purchase Price; or

- (如樓價為港幣$20,000,000以上)樓價的20%。
(if the Purchase Price is over HK$20,000,000) 20% of the Purchase Price.

或
or

(b) 買方及(如有)其擔保人在申請特別貸款前3個月的平均金融資產(見以下備註)價值加上(如有)該物業的Signature許可證費用或Signature許可證費用按金(見附件8.2) ，不少於樓價的20%；及
the average financial assets (see note below) value of the Purchaser and his/her guarantor (if any) of the previous 3 months before the application of the Special Loan plus (if any) the Signature licence fee or the Signature licence fee deposit (see Annex 8.2) of the Property shall be at least 20% of the Purchase Price; and

買方及/或其擔保人(如有)為一個或以上香港住宅物業的業主(或其中一位業主)，該等香港住宅物業的資產淨值(即估值減去按揭結欠)，不少於樓價的30%。上述之香港住宅物業沒有銀行按揭以外的其他按揭或產權負擔，及不會用作申請置尊120s(見附件8.3(c))。
the Purchaser and his/her guarantor (if any) is/are the registered owner (or any one of the registered owners) of one or above Hong Kong residential properties, and the net asset value (equal to the valuation less the balance of the mortgage) of the Hong Kong residential property(ies) shall be at least 30% of the Purchase Price. The above mentioned Hong Kong residential property(ies) is/are not subject to any mortgage or incumbrance other than bank mortgage, and will not be involved the application of Grand 120s (see Annex 8.3(c)).

備註： 『金融資產』只計算以下金融資產類別(按個別金融資產情況，指定財務機構可能會調整其計算價值)，但不包括已抵押或用作支持任何信貸安排的金融資產：

Note: "financial asset" only counts in the following types of financial assets (subject to the status of each financial assets, the designated financing company may adjust the calculated value), but excluding the financial assets which have been pledged or applied to support any credit facility:

- 存放於香港持牌銀行的港幣及外幣存款、債券及單位信託基金；及
  Hong Kong dollar and foreign currency deposit, bond and unit trust placed in Hong Kong licensed banks; and

- 於香港交易所買賣之證券。
  Securities which are traded on Hong Kong Exchange.

儘管符合上述要求，指定財務機構保留權利(i)不接受全部或部份有關金融資產；及(ii)不接受該等香港住宅物業；及(iii)要求買方及(如有)其擔保人提供更多的金融資產證明及資金來源證明。
Notwithstanding satisfaction of the above requirements, the designated financing company reserves the right (i) not to accept all or a part of the relevant financial assets; and (ii) not to accept the Hong Kong residential property(ies); and (iii) request the Purchaser and (if any) his/her guarantor(s) to provide more proof of financial assets and proof of source of funds.

買方及其擔保人(如有)並須提供其他指定財務機構所需文件(包括但不限於工作證明、金融資產證明及資金來源證明)，包括但不限於在指定財務機構要求下提供信貸報告及/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，及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。
The Purchaser and his/her guarantor (if any) shall also provide other necessary documents (including without limitation, proof of employment, proof of financial assets and proof of source of funds) upon request from the designated financing company, including without limitation, credit report and/or banking record. The designated financing company will conduct credit check and assessment on the Purchaser and his/her guarantor (if any), and adjust the loan amount in accordance with the result of credit check and assessment of the Purchaser and his/her guarantor (if any).

(VII) 買方須提供於到期還款資金安排，並提供相關文件證明。
The Purchaser is required to provide the funding arrangement for repayment on maturity and provide the relevant documents.

(VIII) 特別貸款申請須由指定財務機構獨立審批。
The Special Loan shall be approved by the designated financing company independently.

(IX) 特別貸款必須一次過全部提取，並只可用於繳付樓價餘額。
The Special Loan shall be fully drawn in one lump sum and shall only be applied for payment of the balance of Purchase Price.

(X) 特別貸款的期限最長為36個月
The maximum tenor of the Special Loan shall be 36 months.

(XI) 利率以香港上海匯豐銀行有限公司不時報價之港元最優惠利率加1% p.a.計算，利率浮動，最終利率以指定財務機構審批結果而定。**在買方遵守第(III)段所述的要求的前提下，如買方按第(XII)段所述的方式準時償還特別貸款或提前全數償還特別貸款餘款而且已準時償還之前的每期供款，將獲豁免貸款利息。**
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. **Subject to the Purchaser complying with the requirement as mentioned in paragraph (III), if the Purchaser duly repays the Special Loan according to the manner as mentioned in paragraph (XII) or early fully repays the balance of the Special Loan and having paid each prior instalment on time, then interest on the Special Loan will be waived.**

(XII) 買方須以以下方式償還特別貸款：
The Purchaser shall repay the Special Loan in the following manner:

(i) 每月償還相當於樓價0.5%的本金金額；及
monthly repay the principal of an amount equivalent to 0.5% of the Purchase Price; and

(ii) 於到期日，全數償還特別貸款餘款及(如有)利息。
fully repay the balance of the Special Loan and (if any) interest on the maturity date.

(XIII) 如買方全數償還特別貸款餘款，而且準時償還每期供款，買方可獲賣方送出以下列表指明的特別償還現金回贈(『特別償還現金回贈』)。
If the Purchaser fully repays the balance of the Special Loan and repays each instalment on time, the Purchaser shall be entitled to the Special Repayment Cash Rebate ("Special Repayment Cash Rebate") offered by the Vendor according to the table below.

全數償還特別貸款餘款日期 Date of Full Repayment of the Special Loan	特別償還現金回贈金額 Special Repayment Cash Rebate amount	
	特別貸款的金額低於淨樓價的 70% The amount of the Special Loan is lower than 70% of the Net Purchase price	特別貸款的金額為淨樓價的 70%至 85% The amount of the Special Loan is 70% to 85% of the Net Purchase price
首 33 個月內 Within the first 33 months	樓價 4% 4% of the Purchase Price	樓價 5% 5% of the Purchase Price
第 34 至 36 個月內 Within the 34th to 36th month	樓價 2% 2% of the Purchase Price	樓價 2% 2% of the Purchase Price

賣方會將特別償還現金回贈直接用於償還特別貸款餘款。
The Special Repayment Cash Rebate will be applied by the Vendor for settlement of the balance of the Special Loan directly.

(XIV) 買方可向指定財務機構申請附件 8.3(e)所述的延續貸款，於特別貸款到期日用以償還特別貸款。延續貸款的最高金額為特別貸款的到期日須償還的餘款減去樓價的 10%及特別償還現金回贈金額(如有)。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 8.3(e)。
The Purchaser may apply to the designated financing company for the Extended Loan as set out in Annex 8.3(e) for repayment of the Special Loan upon the maturity date of the Special Loan. The maximum amount of the Extended Loan shall be the balance of the Special Loan repayable on the maturity date of the Special Loan less 10% of the Purchase Price and the Special Repayment Cash Rebate (if any). The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her guarantor (if any). Please see Annex 8.3(e) for details.

(XV) 所有特別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雜費。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關特別貸款的律師費用及雜費。
All legal documents of the Special 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 Special Loan.

(XVI) 買方須就使用特別貸款支付以下不可退還的手續費。
The Purchaser shall pay the below non-refundable handling fee for utilization of the Special Loan.

	特別貸款的金額低於淨樓價的 70% The amount of the Special Loan is lower than 70% of the Net Purchase price	特別貸款的金額為淨樓價的 70%至 85% The amount of the Special Loan is 70% to 85% of the Net Purchase price
手續費金額 Handling fee amount	樓價 2% 2% of the Purchase Price	樓價 3% 3% of the Purchase Price

(XVII) 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 (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.

(XVIII) 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完成該物業的交易及繳付該物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and details of the loan. The approval, disapproval or 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.

(XIX) 此貸款受其他條款及細則約束。
This loan is subject to other terms and conditions.

(XX) 賣方無給予或視之為已給予任何就特別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 Special Loan.

Annex 8
附件 8

附件 8.3(e) 延續貸款 (只適用於個人名義買方)
Annex 8.3(e) Extended Loan (applicable only to the Purchaser(s) who is/are individual(s))

(I) 買方必須於有關貸款(指附件 8.3(c)所述之置尊 120s 或附件 8.3(d)所述之 Ultima 36)的到期日前最少 60 日以書面方式向指定財務機構申請延續貸款 (『延續貸款』)。
The Purchaser shall make a written application to the designated financing company for the Extended Loan ("Extended Loan") not less than 60 days before the maturity date of the relevant loan (refer to Grand 120s as set out in Annex 8.3(c) or Ultima 36as set out in Annex 8.3(d)).

(II) 延續貸款的最高金額請參閱有關貸款的附錄。
The maximum amount of the Extended Loan shall be as mentioned in the Annex of the relevant loan.

(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) 該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。
The Purchaser and his/her guarantor (if any) shall provide sufficient documents to prove his/her repayment ability, including without limitation the provision of credit report, Tax Demand Notes 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 guarantor (if any).

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

(VII) 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.

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

(IX) 利率為香港上海匯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審批結果而定。
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.

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

(XI) 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雜費。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關延續貸款的律師費用及雜費。
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.

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

(XIII) 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 (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.

(XIV) 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, disapproval or the approved loan amount of the Extended Loan and the terms thereof are subject to the final decision of the designated financing company.

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

(XVI) 賣方無給予或視之為已給予任何就延續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 Extended Loan.

Annex 8
附件 8
附件 8.4　　送贈傢俱優惠
Annex 8.4　Free Furniture Offer

Tower 1 第一座

Furniture 傢俬	3/F & 4/F 3樓及4樓		5/F - 12/F & 15/F - 20/F 5樓至12樓及15樓至20樓				21/F & 22/F 21樓及22樓			23/F & 25/F 23樓及25樓	
	A (Duplex) (複式)	B (Duplex) (複式)	A	B	C	D	A (Duplex) (複式)	B (Duplex) (複式)	C (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	-	-	-	-	-	-	-	-	-	✓	✓

Tower 2 第二座

Furniture 傢俬	5/F - 12/F & 15/F - 21/F 5樓至12樓及15樓至21樓				22/F & 23/F 22樓及23樓		22/F 22樓		23/F 23樓	25/F & 26/F 25樓及26樓		
	A	B	C	D	A (Duplex) (複式)	B (Duplex) (複式)	C	D	C	A (Duplex) (複式)	C (Duplex) (複式)	D (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	-	-	-	-	-	-	-	-	-	✓	✓	✓

Annex 8
附件 8

Tower 3 第三座

Furniture 傢俬	5/F - 12/F & 15/F - 21/F 5樓至12樓及15樓至21樓				22/F & 23/F 22樓及23樓		22/F 22樓		23/F 23樓	25/F & 26/F 25樓及26樓		
	A	B	C	D	A (Duplex) (複式)	B (Duplex) (複式)	C	D	C	A (Duplex) (複式)	C (Duplex) (複式)	D (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	-	-	-	-	-	-	-	-	-	✓	✓	✓

Tower 5 第五座

Furniture 傢俬	3/F & 4/F 3樓及4樓		5/F - 12/F & 15/F - 22/F 5樓至12樓及15樓至22樓				23/F 23樓			25/F & 26/F 25樓及26樓		
	A (Duplex) (複式)	B (Duplex) (複式)	A	B	C	D	A	B	C	A (Duplex) (複式)	C (Duplex) (複式)	D (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 advantages or benefit]

Annex 9
附件 9

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

PHASE 2 OF ULTIMA (天鑄 2 期)

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

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 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 NAR1/NNC1/NR1/ND4/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
1.	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 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 : $210.00 登記費: $210.00 4. Certified copy charges for title deeds and documents : $2,666.00 業權契據認證副本: $2,666.00 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. 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 7. Plan fee for Agreement (per set) : Unit $300.00 Special Unit $600.00 Special Unit with Roof $900.00 Car Park: $200.00 買賣合約圖則費 (每套) : 單位 $300.00 特色單位 $600.00 特色單位連天台 $900.00 車位 $200.00

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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
			8. Stamp Duty and Buyer's Stamp Duty (please see Note on Stamp Duty) 印花稅及買家印花稅 (請參閱印花稅須知) 9. 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 ⒷⒷ]**	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. 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 4. Bankruptcy/winding up search fees ：$98.00 (each) 個人破產/公司清盤查冊費：$98.00 (每人/每間公司) 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
	(b) Second Mortgage 第二按揭契	$ 6,000.00 **[see Note (b)]** **[見備忘錄 ⒷⒷ]**	1. Registration fee : $450.00 登記費 : $450.00 2. Adjudication fee for Second Mortgage : $ 50.00 第二按揭契裁定費 : $50.00 3. Filing fee at Companies Registry (applicable to Corporate Purchaser only) : $340.00 公司註冊處按揭登記費（只適用於公司買家）: $340.00
	(c) if both of the First Legal Mortgage and Second Mortgage shall be handled by 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	 $ 9,000.00 $ 11,500.00 $ 12,500.00	

	$7,500,001.00 至 $10,000,000.00 之間 (iv) over $10,000,000.00 超過$10,000,000.00	0.1% of Loan Amount + $4,000.00 **[see Note (b)]** **[見 備 忘 錄 ⒷⒷ]**	
III.	Assignment 轉讓契	**see Note (a)** **見 備 忘 錄 ⒶⒶ**	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. Plan fee for Assignment (per set) : Unit $1,200.00 Special Unit $2,400.00 Special Unit with Roof $3,600.00 Car Park: $1,000.00 轉讓契圖則費 (每套) : 單位 $1,200.00 特色單位 $2,400.00 特色單位連天台 $3,600.00 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) : $200.00 公司查冊費（只適用於公司買家) : $200.00 7. 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

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 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，則買方須立即向發展商代表律師支

付港幣$3,000，作為發展商律師處理正式買賣合約的律師費(買方在簽署正式買賣合約時所預付的律師費將可用於抵扣此款項)。

(iii) Separate Legal Representation

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

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

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

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

1.	(a) Guarantee for 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 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 1, 3 & 5 - 8/F. & 12/F. (A-D) Tower 2 - 12/F. & 18/F. (A-D) Tower 5 - 3/F. (Duplex A & Duplex B)
黃美連小姐 (Ms. Rella Wong)	(2586 9863)	Tower 1 & 3 - 9/F. & 15/F. (A-D) Tower 2 - 15/F., 19/F. & 22/F. (A-D) Tower 5 - 11/F. (A-D) & 23/F. (A & B)
彭禮賢先生 (Mr. Pang Lai Yin)	(2586 9860)	Tower 1 & 3 - 10/F. & 16/F. (A-D) Tower 2 - 16/F. & 20/F. (A-D) and 25/F. (Duplex A, Duplex C and Duplex D) Tower 5 - 6/F. & 10/F. (A-D)
陳鎮華先生 (Mr. Jason Chan)	(2586 9896)	Tower 1 & 3 - 11/F. (A-D) Tower 2 - 17/F. & 21/F. (A-D) Tower 3 - 17/F. (A-D) Tower 5 - 5/F., 7/F. & 9/F. (A-D)

Note on Stamp Duty
印花稅須知

Calculation of Ad Valorem Stamp Duty (at Part 1 of Scale 1) [1]
從價印花稅(按第1標準第1部) 計算方法如下 [1]

(Applicable to instruments of residential property executed on or after 5 November 2016)
（適用於在 2016 年 11 月 5 日或之後就取得住宅物業所簽立的文書）

15% of the consideration or value of the Property (whichever is higher)
物業售價或價值（以較高者為準）的 15%

Calculation of Ad Valorem Stamp Duty (at Part 2 of Scale 1) [1]
從價印花稅(按第1標準第2部) 計算方法如下 [1]

(Applicable to instruments of residential property executed on or after 23 February 2013 but before 5 November 2016 and instruments of non-residential property executed on or after 23 February 2013)
（適用於在 2013 年 2 月 23 日或之後但在 2016 年 11 月 5 日前就取得住宅物業所簽立的文書及在 2013 年 2 月 23 日或之後就取得非住宅物業所簽立的文書）

Consideration or value of the Property (whichever is higher) 物業售價或價值（以較高者為準）	Ad Valorem Stamp Duty Payable 從價印花稅
(a) Up to $2,000,000	1.50%
(b) $2,000,001 to $2,176,470	$30,000 + 20% of the excess over $2,000,000
(c) $2,176,471 to $3,000,000	3.00%
(d) $3,000,001 to $3,290,330	$90,000 + 20% of the excess over $3,000,000
(e) $3,290,331 to $4,000,000	4.50%
(f) $4,000,001 to $4,428,580	$180,000 + 20% of the excess over $4,000,000
(g) $4,428,581 to $6,000,000	6.00%
(h) $6,000,001 to $6,720,000	$360,000 + 20% of the excess over $6,000,000
(i) $6,720,001 to $20,000,000	7.50%
(j) $20,000,001 to $21,739,130	$1,500,000 + 20% of the excess over $20,000,000
(k) $21,739,131 and above	8.50%

Annex 9
附件 9

Calculation of Ad Valorem Stamp Duty (at Scale 2)[1]
從價印花稅(按第2標準)計算方法如下[1]

Consideration or value of the Property (whichever is higher) 物業售價或價值（以較高者為準）	Ad Valorem Stamp Duty Payable 從價印花稅
(a) Up to $2,000,000	HK$100
(b) $2,000,001 to $2,351,760	HK$100 + 10% of the excess over HK$2,000,000
(c) $2,351,761 to $3,000,000	1.5%
(d) $3,000,001 to $3,290,320	HK$45,000 + 10% of the excess over HK$3,000,000
(e) $3,290,321 to $4,000,000	2.25%
(f) $4,000,001 to $4,428,570	HK$90,000 + 10% of the excess over HK$4,000,000
(g) $4,428,571 to $6,000,000	3.00%
(h) $6,000,001 to $6,720,000	HK$180,000 + 10% of the excess over HK$6,000,000
(i) $6,720,001 to $20,000,000	3.75%
(j) $20,000,001 to $21,739,120	HK$750,000 + 10% of the excess over HK$20,000,000
(k) $21,739,121 and above	4.25%

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

15% of the consideration or value of the Property (whichever is higher)
物業售價或價值（以較高者為準）的 15%

****

Remark 1 : a. The Stamp Duty (Amendment) Ordinance 2018 (2018 Amendment Ordinance) was gazetted on 19 January 2018. Under the 2018 Amendment Ordinance, AVD at Scale 1 are divided into Part 1 (a flat rate of 15%) and Part 2 (original Scale 1 rates under the 2014 (No. 2) Amendment Ordinance) with effect from 5 November 2016. Part 1 of Scale 1 applies to instruments of residential property and Part 2 of Scale 1 applies to instruments of non-residential property. The 2018 Amendment Ordinance provides that any instruments of residential property executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to AVD at the rate under Part 1 of Scale 1, i.e. a flat rate of 15% of the consideration or value of the residential property, whichever is the higher. Exemptions and exceptions to the payment of AVD at Scale 1 rates already provided for in the Stamp Duty Ordinance will continue to apply. In such circumstances, AVD at Scale 2 rates shall apply. Further details of the amendments to the Stamp Duty Ordinance are available at the following web-link of the Inland Revenue Department: http://www.ird.gov.hk

b. Please take note that this note does not constitute any advice or representation from the Vendor/Developer or its solicitors to any purchaser. Advice from the professionals should be sought if the purchaser is in doubt, including but not limited to which AVD rate is chargeable by the Stamp Office.

附註 1 : a. 《2018 年印花稅(修訂)條例》(2018 修訂條例)已於 2018 年 1 月 19 日刊憲。根據 2018 修訂條例，由 2016 年 11 月 5 日起，第 1 標準稅率分為第 1 部(稅率劃一為 15%)及第 2 部(即 2014(第 2 號)修訂條例下的原第 1 標準稅率)。第 1 標準第 1 部稅率適用於住宅物業而第 1 標準第 2 部稅率適用於非住宅物業。2018 修訂條例規定任何在 2016 年 11 月 5 日或以後簽立以買賣或轉讓住宅物業的文書，除獲豁免或另有規定外，均須按第 1 標準第 1 部稅率繳付「從價印花稅」，稅率劃一為物業的售價或價值(以較高者為準)的 15%。現行條例下第一標準稅率不適用的例外／豁免情況，均會繼續沿用。在該等情況下，第 2 標準稅率將適用。有關《印花稅條例》的修訂的進一步內容,可在稅務局以下之網頁連結取得: http://www.ird.gov.hk

b. 本文件不構成賣方/發展商或其律師給予任何買方之意見或陳述。如有疑問(包括但不限於印花稅署可予徵收之「從價印花稅」稅率)，買方應徵詢專業人士之意見。

MAYER BROWN 孖士打律師行
Address : 18th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong (MTR exit "K")
地址 : 香港中環遮打道十號太子大厦十八字樓（地鐵站"K"出口)

ULTIMA (天鑄)

Please make the necessary appointment and call at **MAYER BROWN** of **18th Floor, Prince's Building, No. 10 Chater Road, Central, Hong Kong** to sign the formal Agreement for Sale and Purchase during office hours as soon as possible after the signing of the Preliminary Agreement for Sale and Purchase.
請於簽署臨時買賣合約後盡早(敬請預約)駕臨**香港中環遮打道 10 號太子大厦 18 樓孖士打律師行**簽署正式買賣合約。

Please read carefully the "No Money Laundering" leaflet prepared by the Law Society of Hong Kong, which is available at the Sales Office or can be downloaded from the website : http://www.hklawsoc.org.hk/pub_e/aml/images/Leaflet_Eng.jpg.
務請首先詳閱香港律師公會所發出有關「嚴禁清洗黑錢」之單張，該單張由售樓處派發或可在互聯網下載：http://www.hklawsoc.org.hk/pub_e/aml/images/Leaflet_Chi.jpg.

Please bring the following documents to the office of MAYER BROWN 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 **"Mayer Brown"** 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 **"Mayer Brown"** for payment of further deposit of purchase price
   本票抬頭請寫「**孖士打律師行**」，以支付樓價之加付訂金
5. A cashier order in favour of **"Mayer Brown"** for payment of stamp duty (see Remark 1 and Calculation of Ad Valorem Stamp Duty and Buyer's Stamp Duty)
   本票抬頭請寫「**孖士打律師行**」，以支付買賣合約的印花稅(請參閱備註(1)及從價印花稅及買家印花稅計算方法)

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

1. Certified copy Memorandum & Articles of Association
   公司章程的認證副本
2. Certified copy of latest register of directors and annual return of the Company (Form NNC1/NAR1/ND2A/ND2B)
   最近期之董事名冊認證副本及公司周年申報表的認證副本 (Form 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 9
附件 9

Important Notice 重要的提醒

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

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

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

	Type of Documents 文件種類	(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
1.	Formal Agreement for Sale and Purchase 正式買賣合約 **Remark 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 order made payable to "**Mayer Brown**" 買方必須在簽署正式買賣合約時用銀行本票支付從價印花稅及買家印花稅(如適用)，本票抬頭請寫「孖士打律師行」	**[see Note (a)]** **[見備忘錄 (a)]**	1. Land search fees and miscellaneous charges : $400.00 田土廳查冊費及其他雜費：$400.00 2. Cost on account : $3,000.00 預付律師費 : $3,000.00 **[See Note (a) (ii) 見備忘錄 (a)(ii)]** 3. #Registration fee : $210.00 #登記費 : $210.00 4. **Part** of certified copy charges of title deeds : $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 Car Park: $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 and Buyer's Stamp Duty (please see Note on Stamp Duty) 印花稅及買家印花稅 (請參閱印花稅須知) 8. Statutory Declaration to Stamp Office (if necessary): $800.00 each 擬備印花稅署之法定聲明(如需要): 每份$800.00

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 : $450.00 #登記費 : $450.00 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 : $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) 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 Mayer Brown 如第一按揭契及第二按揭契均由孖士打律師行辦理 First Legal Mortgage Loan Amount : 第一按揭貸款額 (i) not exceeding $ 5,000,000.00 不超過$5,000,000.00 (ii) between $ 5,000,001.00 and $7,500,000.00 $5,000,001.00 至$7,500,000.00 之間 (iii) between $7,500,001.00 and $10,000,000.00 $7,500,001.00 至 $10,000,000.00 之間	$9,000.00 $11,500.00 $12,500.00 0.1% of Loan	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	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 : $450.00 登記費 : $450.00 3. Plan fee for Assignment (per set) : Unit $1,200.00 Special Unit/House $2,400.00 Special Unit with Roof $3,600.00 Car Park: $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 **<u>remaining</u>** title deeds and documents : to be advised before completion **<u>剩餘</u>**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 to Property Management Services Authority: $350.00 物業管理業監管局徵款: $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) <u>Joint Legal Representation</u>

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.

<u>買賣雙方共同委託律師</u>

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) **<u>Change of Legal Representation</u>**

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, Mayer Brown 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(公司註册處登記用)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 : (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 / 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.
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 9
附件 9

Note on Stamp Duty
印花稅須知

Special Stamp Duty 「額外印花稅」

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

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

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Buyer's Stamp Duty 「買家印花稅」

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

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

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Ad valorem stamp duty 「從價印花稅」

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

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

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

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

Please consult your solicitors regarding details of the payment of SSD, BSD and AVD.
有關支付「額外印花稅」、「買家印花稅」及「從價印花稅」之詳情，請向 閣下律師查詢。

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

15% of the consideration
樓價的 15%

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

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

Calculation of Ad Valorem Stamp Duty at higher rates (Part 1 of Scale 1) ("New Rate")
從價印花稅按較高稅率(第 1 標準第 1 部)(「新稅率」)計算方法如下

15% of the consideration
樓價的 15%

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Annex 9
附件 9

CLIFFORD CHANCE 高偉紳律師行

Address : 27th Floor, Jardine House, One Connaught Place, Hong Kong
地 址 ：香港中環康樂廣場怡和大廈二十七字樓

ULTIMA (天鑄)-PHASE 2 第二期

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. Particulars of occupation or business such as name card, staff card or employer's reference letter
職業或商業詳細資料，如商業名片、職員證或僱主證明信

4. A cheque in favour of **"CLIFFORD CHANCE"** for payment of plan fee for Agreement for Sale and Purchase and miscellaneous charges (details see table below)
支票抬頭請寫「**高偉紳律師行**」，以支付買賣合約圖則費及雜項費用 (請參閱收費表)

5. A cashier order in favour of **"CLIFFORD CHANCE"** for payment of further deposit of purchase price (if applicable)
本票抬頭請寫「**高偉紳律師行**」，以支付樓價之加付訂金 (如適用)

6. A cashier order in favour of **"The Government of the Hong Kong Special Administrative Region"** for payment of stamp duty (see Note 1 and Note on Stamp Duty)
本票抬頭請寫「**香港特別行政區政府**」，以支付買賣合約的印花稅 (請參閱備註 (1) 及印花稅須知)

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. Original Memorandum & Articles of Association
公司章程的正本

2. Original and copy of latest register of directors and annual return of the Company (Form X/D2/AR1/NNC1/ND2B)
最近期之董事名冊及公司周年申報表的正本及副本

3. Company Chop
公司膠印

4. Original and copy of Board Minutes for the purchase of the premises
購買有關單位及/或車位之公司董事會會議紀錄的正本及副本

5. Original and copy of Certificate of Incorporation of the Company
公司註冊證書的正本及副本

6. Original and copy of Business Registration Certificate
商業登記證的正本及副本

7. Copy of Hong Kong Identity Card or (for non-Hong Kong resident) passport with photograph thereon of one of the directors (preferably executive/managing director)
一位公司董事（最好是執行董事/常務董事）之香港身份證之副本，或（如非香港居民）附有相片之護照之副本

8. Original identification document of person giving instruction such as Hong Kong Identity Card or (for non-Hong Kong resident) passport with photograph thereon
獲委托人身份證明文件之正本，如香港身份證或（如非香港居民）附有相片之護照

We will retain item 1 and copies of the other documents (originals of which will be returned to you after inspection).
本行會保留第 1 項文件及其他文件的副本 (正本將會於查閱後退還閣下)。

Annex 9
附件 9

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 order made payable to "**The Government of the Hong Kong Special Administrative Region**" 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「**香港特別行政區政府**」	**see Note (a)** **見備忘錄 (a)**	1. Land search fees and miscellaneous charges : $400.00 田土廳查冊費及其他雜費：$400.00 2. Cost on account : $ 3,000.00 預付律師費 : $ 3,000.00 **[See Note (a) (ii) 見備忘錄 (a)(ii)]** 3. Registration fee : $210.00 登記費: $210.00 4. **Part** of certified copy charges of title deeds : $2,666.00 部份業權契據認證副本費用 : $2,666.00 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 : $921.00 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 7. Plan fee for Agreement (per set) : Unit $300.00 Special Unit/House $600.00 Special Unit with Roof $900.00 Car Park: $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 8. Stamp Duty and Buyer's Stamp Duty (please see Note on Stamp Duty) 印花稅及買家印花稅 (請參閱印花稅須知)
II.	(a) First Legal Mortgage 第一正式按揭契 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	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. 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 4. Bankruptcy/winding up search fees ：$98.00 (each) 個人破產/公司清盤查冊費：$98.00 (每人/每間公司) 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
	(b) Second Legal Mortgage	$ 6,000.00	1. Land search fees and miscellaneous charges : $400.00

	第二正式按揭契		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 Legal Mortgage : $ 50.00 第二正式按揭契裁定費 : $50.00 4. Bankruptcy/winding up search fees ：$98.00 (each) 個人破產/公司清盤查冊費：$98.00 (每人/每間公司) 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. Filing fee at Companies Registry (applicable to Corporate Purchaser only) : $340.00 公司註冊處按揭登記費（只適用於公司買家）: $340.00
	(c) if both of the First Legal Mortgage and Second Legal Mortgage shall be handled by **CLIFFORD CHANCE** 如第一正式按揭契及第二正式按揭契均由**高偉紳律師行**辦理 First Legal Mortgage Loan Amount : 第一正式按揭貸款額 (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	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 each document 登記費 : 每份文件$450.00 3. Adjudication fee for Second Legal Mortgage : $50.00 第二正式按揭契裁定費 : $50.00 4. Bankruptcy/winding up search fees ：$98.00 (each) 個人破產/公司清盤查冊費：$98.00 (每人/每間公司) 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. Filing fee at Companies Registry (applicable to Corporate Purchaser only) : $340.00 each document 公司註冊處按揭登記費（只適用於公司買家）: 每份文件$340.00
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 : $450.00 登記費 : $450.00 3. Plan fee for Assignment (per set) : Unit $1,200.00 Special Unit/House $2,400.00 Special Unit with Roof $3,600.00 Car Park: $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 upon completion **剩餘**業權契據認證副本：成交時通知 5. Stamp Duty : $100.00 印花稅 : $100.00 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 7. 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 8. Levy under the Property Management Services Ordinance Cap.626 : $350.00 each document 物業管理服務條例第 626 章下的徵款 : 每份文件$350.00

NOTE 備忘錄:

(a)(i) Joint Legal Representation

If the Purchaser is the 1st purchaser purchasing direct 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 after signing of the formal Agreement for Sale and Purchase at the Developer's Solicitors office, 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
若買方在本律師行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 (which may include but not limited to those miscellaneous charges in column (B) of the Table of Charges).

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(可能包括但不限於收費表 B 項所列之雜項費用)。

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

1.	(a) Guarantee for 1st Legal Mortgage and/or 2nd Legal Mortgage 第一正式按揭及/或第二正式按揭擔保書	$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	$3,000.00 each

	授 權 書	(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 (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)	 $6,500.00 $1,500.00
6.	Statutory Declaration to Stamp Office to apply for Ad Valorem Stamp Duty at Scale 2 Rates and/or exemption of Buyer's Stamp Duty (if necessary) 印花稅署之法定聲明用以申請從價印花稅(第二稅率)及/或豁免買家印花稅(如需要)	$900 each 每份$900
7.	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 ORDER drawn in favour of "CLIFFORD CHANCE"
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「高偉紳律師行」

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

Scale 1 Part 1 Rates (Applicable to instruments of residential property executed on or after 5 November 2016):
A flat rate of 15% of the consideration or value of the property (whichever is the higher)

第 1 標準第 1 部稅率 (適用於在 2016 年 11 月 5 日或之後就取得住宅物業所簽立的文書)
稅率劃一為物業售價或價值〔以較高者為準〕的 15%

Calculation of Ad Valorem Stamp Duty ("AVD") (Scale 2 Rates)
從價印花稅(第2稅率)計算方法如下

If you qualify for exemption (e.g. Hong Kong Permanent Resident who does not own any residential property in Hong Kong), the Table 1 (Scale 2 rates) will apply.
如買家符合新從價印花稅豁免條件(例如買家是香港永久性居民而且在香港沒有擁有任何其他住宅物業)，計法以表一(第二稅率)為準。

Table 1 (表一) Consideration 樓 價	Ad Valorem Stamp Duty Payable (Scale 2 Rates) 從價印花稅(第2稅率)
(a) Up to $2,000,000	HK$100
(b) $2,000,001 to $2,351,760	HK$100 + 10% of the excess over HK$2,000,000
(c) $2,351,761 to $3,000,000	1.5%
(d) $3,000,001 to $3,290,320	HK$45,000 + 10% of the excess over HK$3,000,000
(e) $3,290,321 to $4,000,000	2.25%
(f) $4,000,001 to $4,428,570	HK$90,000 + 10% of the excess over HK$4,000,000
(g) $4,428,571 to $6,000,000	3.00%
(h) $6,000,001 to $6,720,000	HK$180,000 + 10% of the excess over HK$6,000,000
(i) $6,720,001 to $20,000,000	3.75%
(j) $20,000,001 to $21,739,120	HK$750,000 + 10% of the excess over HK$20,000,000
(k) $21,739,121 and above	4.25%

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

15% of the purchase price
樓價的 15%

You may contact our staff during office hour (**10:00 am to 4:30 pm** from Monday to Friday) to enquire about the signing of the formal Agreement for Sale and Purchase (**telephone number +(852) 2826 3432**).
如有查詢, 請於辦公時間內 (星期一至星期五辦公時間為**上午十時正至下午四時三十分)**，與本行負責職員聯絡諮詢有關簽署正式買賣合約問題 (**電話號碼 +(852)2826 3432)**。

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