Tender Document No. 31.2
招標文件第 31.2 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(being the properties as set out in the Sales Arrangements (as defined in the Tender Notice), unless previously withdrawn or sold)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

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

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Tender Document No. 31.2
招標文件第 31.2 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

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

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PART 1: TENDER NOTICE

1. Definitions

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

"**Acceptance Period**"	means 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. 31 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

2. Procedures of Tender

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

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

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

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

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

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

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

(a) he/she/it must fill in one lump sum Tender Price for all such Tendered Property in the

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Schedule to the Offer Form; and

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

2.8 A tender must be:-

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

(b) accompanied with the following documents:-

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

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

(ii) Tenderer's identification document

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

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

(iii) Intermediary's licence (if applicable)

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

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

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

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

(1) Warning to Purchasers
(2) Vendor's Information Form
(3) Acknowledgement Letter Regarding Stamp Duty
(4) Letter Regarding Ultima Stamp Duty Express (if applicable)
(5) Acknowledgement Letter Regarding Fixed Window (if applicable)
(6) Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers
(7) Acknowledgement Letter Regarding Marble
(8) Acknowledgement Letter Regarding Operation of Gondola (if applicable)
(9) Personal Information Collection Statement

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

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

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

In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced or is still in effect after 4:00 p.m. on the closing date of the tender, the closing date of the tender will be extended to the next day (4:00 p.m. to 5:00 p.m.) and in respect of which no black rainstorm warning signal or typhoon signal no.8 or above is announced.

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

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

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

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

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

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

3. <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

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the Agreement in the standard form prepared by the Vendor's solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for inspection during the Tender Period at the Sales Office. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments. Where the Property comprises more than one (1) property, (a) the Purchaser will sign only one (1) Agreement covering all of the Property; and (b) the Vendor will not and is not obliged to apportion the Purchase Price for each of the Property.

3.4 (a) In the event that the Purchaser intends to execute the Agreement by his/her attorney on his/her behalf :-

(i) the Vendor's solicitors will not act for the Purchaser in the sale and purchase of the Property and the Purchaser shall instruct his/her own solicitors to act for him/her; and

(ii) the relevant power of attorney is required to be approved by the Vendor.

(b) All loan applications made to the Vendor's designated financing company, loan documents and ancillary documents (collectively the "**Loan Documents**") shall be signed by the Purchaser personally. No attorney can be accepted for the purpose of signing the Loan Documents.

4. Miscellaneous

4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property for Tender and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property. All enquiries should be directed to the Vendor's agent, Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited, of 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Enquiry Hotline: 3119 0008).

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

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

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

[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 31 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

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 如果投標者在要約表格的附表中已顯示購買超過一個該招標物業：

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

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

2.8 投標書必須：

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

(b) 連同以下文件：

(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**」。

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(ii) 投標者的身份證明文件

如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。

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

(iii) 中介人的牌照(如適用)

投標者委託的地產經紀的牌照複印本。

(iv) 近親關係的證明文件(如適用)

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

(v) 由投標者填妥並簽署的附件的文件

(1) 對買方的警告
(2) 賣方資料表格
(3) 關於印花稅的確認書
(4) 關於天鑄印花稅直送的信件(如適用)
(5) 關於固定窗戶的確認書(如適用)
(6) 關於繼續開放物業予有興趣買家參觀的確認信
(7) 關於雲石的確認信
(8) 關於吊船操作的確認書(如適用)
(9) 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 4 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 4 時至下午 5 時)(而當天亦沒有黑色暴雨警告或八號或以上颱風信號發出)。

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

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

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

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

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或支票的地址。

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

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

3. <u>接納投標</u>

3.1 投標書如獲接納，中標者即成為該投標物業之買方。

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

3.3 在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式的正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於招標期間在售樓處審閱。為免疑問，買方將被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。如該物業由多過一個物業組成，(a) 買方只須簽署一份包括全部該物業的正式合約，及(b)賣方不會及無責任為每一個該物業的樓價進行分攤。

3.4 (a) 如買方有意以其授權人代表其簽署正式合約：-

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

(ii) 相關授權書須由賣方事先批准。

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

4. <u>其他事項</u>

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

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

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

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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

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

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

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

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

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

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

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

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

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

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

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

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

25. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.

(b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).

(c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-

(i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and

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

26. In this Preliminary Agreement:-

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

(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. 本物業以現狀形式出售。(如買方已視察本物業)買方同意及承認已到上述物業實地視察，並清楚及接受本物業現時之情況。

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

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

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

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

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

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

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

22. 買方如有更改地址或電話，須以書面通知賣方。

23. 本物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。

24. 買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。

25. (a) 賣方和買方無意賦予任何第三者權利依據《合約（第三者權利）條例》(第 623 章)(“該條例”)強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b) 款及第(c)款的規定限制。

(b) 本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章)的情況下。

(c) 若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(在該條例定義)可依據該條例強制執行任何該等條款時：

(i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於本臨時合約；及

(ii) 賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。

26. 在本臨時合約中—

(a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；

(b) “工作日”具有該條例第 2(1)條給予該詞的涵義；

(c) 附表 1 載列之每個單位的(a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及

(d) 附表 1 載列之每個單位的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。

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

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

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

Property 物業: Flat A on 16th 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 16 樓 A 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 187.539 平方米/ square metres/ 2,019 平方呎，其中— square feet of which—

* 7.474 平方米／ square metres/ 80 平方呎為露台的樓面面積； square feet is the floor area of the balcony;

* 1.362 平方米／ square metres/ 15 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	1.530	平方米／ square metres/	16	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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本物業的量度尺寸如下—
The measurements of the Property are as follows—

Property 物業: Flat B on 12th 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 12 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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本物業的量度尺寸如下—
The measurements of the Property are as follows—

Property 物業: Flat A on 22nd Floor and 23rd Floor (Duplex) (including the balcony thereof and the flat roof adjacent thereto) of Tower 2 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 2 座 22 樓及 23 樓 A 室(複式) (連其露台及其毗連之平台)

(a) 本物業的實用面積為
the saleable area of the Property is 211.591 平方米/ square metres/ 2,278 平方呎，其中— square feet of which—

* 4.830 平方米／ square metres/ 52 平方呎為露台的樓面面積； square feet is the floor area of the balcony;

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

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

(b) 其他量度尺寸為— other measurements are—

*空調機房的面積為 the area of the air-conditioning plant room	xxx	平方米／ square metres/	xxx	平方呎； square feet;
*窗台的面積為 the area of the bay window is	xxx	平方米／ square metres/	xxx	平方呎； square feet;
*閣樓的面積為 the area of the cockloft is	xxx	平方米／ square metres/	xxx	平方呎； square feet;
*平台的面積為 the area of the flat roof is	32.854	平方米／ square metres/	354	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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TENDERER MUST COMPLETE THIS PAGE

Schedule to the Offer Form

(To be completed by the Tenderer)

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

Section 2 – Tendered Property			
	Tower	Floor	Flat
1.			
2.			

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

ST16 Payment Plan (ST16)

1. Terms of Payment

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

- A total of not less than 10% of the Purchase Price shall be paid within 90 days after the date of the Letter of Acceptance; and the balance of the Purchase Price shall be paid not earlier than 90 days after the date of the Letter of Acceptance. Subject to the aforesaid and to the proviso below, the Purchaser selects to pay the said 95% of the Purchase Price by the following installments as follows:

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

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

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

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

  (*Please delete as appropriate)

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

2. Ultima Stamp Duty Express

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

* ☐ I/We select the Ultima Stamp Duty Express, which amount shall be equal to _____ % of the Purchase Price (such amount being the "Ultima Stamp Duty Express"), provided that (a) the portion of the Ultima Stamp Duty Express for payment of ad valorem stamp duty shall be capped at 9% of the Purchase Price and (b) any remaining amount of the Ultima Stamp Duty Express (after payment of ad valorem stamp duty aforesaid) shall be applied for part payment of balance of the Purchase Price (as a cash rebate).

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

(Please tick as appropriate)*

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3. Car Parking Space Offer (if applicable)

(* Please tick as appropriate)

Applicable for 16/F-A & 12/F-B of Tower 1
I/We [*☐will / ☐will not] choose the Car Parking Space Offer

(* Please tick as appropriate)

Applicable for Flat A on 22nd & 23rd Floor (Duplex) of Tower 2
A priority to purchase [†☐one / ☐two] car parking space(s) of the Phase or other Phase of the Development

(If the Tenderer does not specify the number, the Tenderer will be deemed to have irrevocably selected "**one**".)

For details of the gifts, financial advantage or benefits, please refer to Annex 10.

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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)].

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 2.8 of the Tender Notice):-

1. ☐ Tender Document with the Offer Form completed and signed
2. ☐ Cashier order(s) and /or cheque(s)
3. ☐ Tenderer's identification documents
4. ☐ Intermediary's licence (if applicable)
5. ☐ Documentary proof of close relative relationship (if applicable)
6. Documents in Annex, duly signed and completed by the Tenderer:
   - (1) ☐ Warning to Purchasers (undated)
   - (2) ☐ Vendor's Information Form (undated)
   - (3) ☐ Acknowledgement Letter Regarding Stamp Duty (undated)
   - (4) ☐ Letter Regarding Ultima Stamp Duty Express (undated) (if applicable)
   - (5) ☐ Acknowledgement Letter Regarding Fixed Window (undated) (if applicable)
   - (6) ☐ Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers (undated)
   - (7) ☐ Acknowledgement Letter Regarding Marble (undated)
   - (8) ☐ Acknowledgement Letter Regarding Operation of Gondola (undated) (if applicable)
   - (9) ☐ 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.			
2.			

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

ST16 付款計劃(ST16)

1. 支付條款

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

(*請刪去不適用者)

註：成交日不可早於接納書的日期後 90 日。

2. 「天鑄印花稅直送」

- **只適用於投標者為個人或香港註冊成立的有限公司及其所有股東及董事均為個人**

* ☐ 本人／我們**選擇**「天鑄印花稅直送」，金額相等於樓價的_____%（該金額為「天鑄印花稅直送」），但(a)使用「天鑄印花稅直送」的部份以繳付從價印花稅之上限為樓價的 9%和(b) 任何「天鑄印花稅直送」之剩餘金額（在繳付上述從價印花稅後）將直接用於支付本物業的部份樓價餘額（作為現金回贈）。

* ☐ 本人／我們**不選擇**「天鑄印花稅直送」。

*(*請剔適用者)*

3. 停車位優惠 (如適用)

(請剔適用者)*

適用於第 1 座 16 樓 A 室及 12 樓 B 室
本人/我們[*☐會 / ☐不會] 選擇停車位優惠。

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(請剔適用者)*

適用於第 2 座 22 及 23 樓 A 室 (複式單位)

優先認購[†☐1 個 / ☐2 個]該期數或發展項目的其他期數內的停車位

(如投標者沒有指明數量，投標者將被視為不可撤銷地選擇『**1 個**』)

有關贈品、財務優惠或利益的詳情，請參閱附件 10。

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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]。

*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 2.8 段)：

1. ☐ 招標文件及要約表格已填妥及簽署
2. ☐ 銀行本票及/或支票
3. ☐ 投標者的身份證明文件
4. ☐ 中介人的牌照(如適用)
5. ☐ 近親關係的證明文件(如適用)
6. 由投標者填妥並簽署的附件的文件：
   (1) ☐ 對買方的警告(未有填上日期)
   (2) ☐ 賣方資料表格(未有填上日期)
   (3) ☐ 關於印花稅的確認書(未有填上日期)
   (4) ☐ 關於天鑄印花稅直送的信件(未有填上日期) (如適用)
   (5) ☐ 關於固定窗戶的確認書(未有填上日期) (如適用)
   (6) ☐ 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)
   (7) ☐ 關於雲石的確認信(未有填上日期)
   (8) ☐ 關於吊船操作的確認書(未有填上日期) (如適用)
   (9) ☐ 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「天鑄印花稅直送」的付款計劃的投標者) 關於天鑄印花稅直送的信件*
   (For Tenderer selecting payment plan with Ultima Stamp Duty Express only) Letter Regarding Ultima Stamp Duty Express*

5. 關於固定窗戶的確認書*
   Acknowledgement Letter Regarding Fixed Window*

6. 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 #

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

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

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

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

11. 律師收費表
    Legal fees table

12. 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.			
	2.			
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 (IF APPLICABLE)
投標者須填妥本頁(如適用)

Vendor's Information Form
賣方資料表格

Vendor 賣方	Polarland Limited 寶崙有限公司		
Address 地址	Ultima /天鑄 (23 Fat Kwong Street, Ho Man Tin, Kowloon)（九龍何文田佛光街 23 號）		
Property 該物業	Tower 座數	Floor 樓層	Flat 單位
	1	16	A
Purchaser(s) 買方			
I.D. / B.R. No. 身份證/商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

a) The amount of the management fee that is payable for the Property 須就該物業支付的管理費用的款額	HK$9,958 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$6,984 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: 28/12/2022
印製日期: 28/12/2022

Signed by the Purchaser(s) 買方簽署

Annex 2
附件 2

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

Vendor's Information Form
賣方資料表格

Vendor 賣方	Polarland Limited 寶崙有限公司		
Address 地址	Ultima /天鑄 (23 Fat Kwong Street, Ho Man Tin, Kowloon)（九龍何文田佛光街 23 號）		
Property 該物業	Tower 座數	Floor 樓層	Flat 單位
	1	12	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$5,368 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: 11/10/2021
印製日期: 11/10/2021

Signed by the Purchaser(s) 買方簽署

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Annex 2
附件 2

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

Vendor's Information Form
賣方資料表格

Vendor 賣方	Polarland Limited 寶崙有限公司		
Address 地址	Ultima /天鑄 (23 Fat Kwong Street, Ho Man Tin, Kowloon)（九龍何文田佛光街 23 號）		
Property 該物業	Tower 座數	Floor 樓層	Flat 單位
	2	22&23	A (Duplex)
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$11,664 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$8,865 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: 10/02/2023
印製日期: 10/02/2023

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.			
	2.			
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 4
附件 4

Procedures to be followed by the Purchaser who does not select for the Ultima Stamp Duty Express under the Payment Plan
不選擇付款計劃中天鑄印花稅直送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 selects the Ultima Stamp Duty Express under the Payment Plan
選擇付款計劃中天鑄印花稅直送之買方須遵守的程序

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

Other Matters
其他事項

8. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.
本人／我們確認及知悉，若本人／我們不能全數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 Ultima Stamp Duty Express
關於天鑄印花稅直送的信件

Vendor 賣方	Polarland Limited 寶崙有限公司			
Address 地址	Ultima /天鑄 (23 Fat Kwong Street, Ho Man Tin, Kowloon)（九龍何文田佛光街 23 號）			
Property 該物業		Tower 座數	Floor 樓層	Flat 單位
	1.			
	2.			
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: The Purchaser
致：買方

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

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

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

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

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

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

(ii) You shall provide the following to the Vendor's solicitors: (If you claim that lower rates (Scale 2) of AVD shall apply and/or BSD shall be exempted) a Statutory Declaration (in Form IRSD 131) made by you accompanied with a copy of your Hong Kong Identity Card(s), Application for Refund of Stamp Duty (Form IRSD125(E)) (signed but undated), Application for Partial Refund of Ad Valorem Stamp Duty (Form IRSD125A(E)) (signed but undated), Letter of Indemnity (for Payer of Stamp Duty) (Form L/1(1) (4/ 2017)) (signed, witnessed but undated), Stamping Request (Form IRSD112(E)) (signed by you or your solicitors, indicating that the Vendor pays 100% share of AVD) and such other document(s) as may be required by the Vendor or the Vendor's solicitors.
閣下須向賣方代表律師提供以下文件：（如閣下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）閣下作出的「法定聲明」（表格 IRSD 131）及附上閣下的香港身分證副本、印花稅退款申請書（表格 IRSD 125(E)）（已簽署但無註明日期）、申請退還部分從價印花稅（表格 IRSD 125A(E)）（已簽署但無註明日期）、償還稅款保證書（供支付印花稅者填報）（Form L/1(1)(4/2017)）（已簽署及見證但無註明日期）、加蓋印花申請（表格 IRSD 112(E)）（由閣下或閣下代表律師簽署及訂明賣方支付 100%從價印花稅）及其他賣方或賣方代表律師要求的文件。

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

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

(a) If the amount of the "Ultima Stamp Duty Express" exceeds the AVD Portion, subject to settlement of the balance of the purchase price in accordance with the Agreement for Sale and Purchase, the Vendor will apply the Remaining Portion (as a cash rebate) for part payment of the balance of the purchase price of the Property directly.
如「天鑄印花稅直送」的金額大於 AVD 部份，在閣下按買賣合約付清樓價餘額的情況下，賣方會將剩餘部份（作為現金回贈）直接用於支付本物業的部份樓價餘額。

(b) After the Vendor has paid or applied the "Ultima Stamp Duty Express" as aforesaid, the Vendor's obligation to you under this benefit will be discharged. Even if there is a change in the purchase price in the future (whether due to your application to change the terms of payment which has been approved by the Vendor or other reason), the amount of the "Ultima Stamp Duty Express" will not be adjusted as a result of the change in the purchase price and the Vendor is no longer required to pay any additional stamp duty for you.
賣方如上所述繳付或應用「天鑄印花稅直送」後，賣方對閣下關於此優惠的責任將完結。即使樓價日後有更改（不論是否因閣下日後申請更改支付辦法獲得賣方同意或其他原因），「天鑄印花稅直送」的金額不會因樓價更改而調整，賣方亦無須向閣下代繳任何進一步的印花稅。

6. If the Purchaser does not complete the purchase of the Property in accordance with the Agreement for Sale and Purchase, the full amount of the "Ultima Stamp Duty Express" shall be refunded to the Vendor.
如閣下沒有按買賣合約完成購買本物業，「天鑄印花稅直送」的全額將須退還給賣方。

7. The Vendor hereby expressly reserve its rights to claim against you for any damages and to apply for refund of the paid AVD ("**Refund**") from Inland Revenue Department if you fail to complete the sale and purchase of the Property in accordance with the terms and conditions of the Agreement for Sale and Purchase. In the event that the paid AVD (or any part thereof) ceases to be payable because of the cancellation or termination of the Agreement for Sale and Purchase for whatever reason, you shall forthwith carry out all steps and actions as required by the Vendor to assist the Vendor to obtain the Refund from the competent authorities. You hereby agree that, whether or not the Agreement for Sale and Purchase has been cancelled or terminated, you shall, upon the request of the Vendor, sign any relevant forms and documents for the purpose of enabling the Vendor to claim the Refund, and/or authorizes the Vendor to apply for the Refund and for such purpose, date and use the aforesaid forms and documents, fill in such other forms and documents as may be required and submit them to the competent authorities at any time as the Vendor deems fit.
假如閣下沒有根據買賣合約的條款及條件完成本物業的交易，賣方保留向閣下追討索償及向稅務局申請退回已支付的從價印花稅（「**退款**」）之權利。若買賣合約因任何原因被取消或終止而不再需要支付已付之從價印花稅（或其任何部分），閣下須立即採取一切賣方要求之步驟及行動協助賣方從有關當局取回退款。閣下特此同意，不論當時買賣合約是否已經被取消或終止，閣下須因應賣方的要求簽署任何表格及文件，令賣方能夠申請退款及／或授權賣方申請退款，及為該目的使用該表格及文件及填上日期，填寫其他所需的表格及文件及將之遞交到有關當局。

8. If you are entitled to apply for partial refund of AVD ("**Partial Refund**") after disposing of the only existing residential property in Hong Kong owned by you ("**Existing Property**"),
如閣下在出售閣下在香港的唯一的現有住宅物業(「**現有物業**」)後，合資格申請退還部份從價印花稅(「**部份退款**」)，

   (a) You shall ensure that the disposal of the Existing Property is within the time limit prescribed by the Stamp Duty Ordinance and that you comply with other requirements stipulated by the Stamp Duty Ordinance.
   閣下須確保出售現有物業是在《印花稅條例》訂明的時限之內，及閣下須遵守《印花稅條例》訂明的其他要求。

   (b) You shall timely notify the Vendor's solicitors and provide such documents as may be required by the Inland Revenue Department or the Vendor's solicitors to enable the Vendor's solicitors to apply for Partial Refund at your own costs and expenses. The Partial Refund shall be made payable to the Vendor or the Vendor's solicitors.
   閣下須及時通知賣方代表律師及提供稅務局或賣方代表律師所要求的文件，以讓賣方代表律師能夠申請部份退款，相關費用及開支由閣下負責。部份退款須支付予賣方或賣方代表律師。

   (c) If the Partial Refund is received by the Vendor or the Vendor's solicitors before the date of settlement of balance of purchase price of the Property, the net balance of the Partial Refund after deducting relevant costs and expenses will be applied directly for settlement of part of balance of purchase price of the Property, if it is reasonably practicable for the Vendor or the Vendor's solicitors to do so. In other cases, subject to the settlement of the balance of purchase price of the Property by you, the net balance of the Partial Refund after deducting relevant costs and expenses will be released to you.
   如賣方或賣方代表律師於付清本物業的樓價餘額前收到部份退款，賣方或賣方代表律師在合理可行的情況下，會將部份退款的淨餘款（在扣減相關費用及開支後）直接用於支付本物業的部份樓價餘額。在其他情況下，在閣下付清本物業的樓價餘款的情況下，部份退款的淨餘款（在扣減相關費用及開支後）將會發放予閣下。

   (d) The Vendor and the Vendor's solicitors do not give and shall not be deemed to have given any representation, undertaking or warranty regarding the application for Partial Refund. Regardless of the outcome of the application, you agree that you will not make any claim against the Vendor and/or the Vendor's solicitors about any matters relating to the application.
   賣方或賣方代表律師無給予及不應當作為已給予任何就申請部份退款的陳述、承諾或保證。無論申請結果成功與否，閣下同意不得就申請相關事宜向賣方及／或賣方代表律師提出任何申索。

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

10. The benefit in this letter is personal to you as a purchaser of the Property. In any event, you shall only be entitled to receive the "Ultima Stamp Duty Express" once for each residential property. The rights or benefits conferred on you under this letter are non-assignable and non-transferable.
本信件的利益屬於閣下作為本物業買方個人所有。不管怎樣，閣下只可就每個住宅物業有權使用天鑄印花稅直送一次。本信件賦予閣下的權利或利益不得轉讓或轉移。

11. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase. All the rights and remedies of the Vendor under the Agreement for Sale and Purchase shall not be affected by these terms and conditions. The terms and conditions herein constitute an agreement between the parties hereto independent from your purchase of the Property and the Agreement for Sale and Purchase and nothing herein contained or any failure by any party hereto to observe or perform any of its obligation hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Agreement for Sale and Purchase, or the rights, duties or obligations of the parties to the Agreement for Sale and Purchase. For the avoidance of doubt, if the Vendor shall fail to discharge its

obligations hereunder, you shall remain liable to be bound to observe and perform all the terms and conditions in the Agreement for Sale and Purchase and to complete the purchase of the Property in accordance with the provisions of the Agreement for Sale and Purchase. The terms and conditions herein will not exonerate or exempt the Purchaser from being liable for his failure to complete the purchase. Any claim that you may have under or in relation to or in connection with the terms and conditions herein shall be a claim against the Vendor for damages only.
本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。賣方所有買賣合約下之權利及補償均不受本信件的條件及條款影響。於本信件的條款及條件構成於此所載之各方之間訂立的協議，且獨立於閣下購買本物業及買賣合約，於本信件的任何內容或任何一方如未能遵守或履行其本信件之任何責任，則買賣合約的運作、有效性或可強制執行性或買賣合約之下各方的權利、義務或責任亦不會被任何方式損害、變更或影響。為免生疑，若賣方未能履行其於本信件之責任，閣下仍須遵守及履行買賣合約的所有條款及條件及按買賣合約的條款完成購買本物業。本信件的條款及條件不排除或豁免閣下在未能完成買賣時需負之責任。閣下所有按或就本信件的條款及條件提出的或與本信件的條款及條件有關連的申索，只限於為了取得損害賠償的申索。

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

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

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

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

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

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

Authorized Signature(s)
授權人士簽署

Annex 4
附件 4

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

****

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)：

(d) 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；

(e) Flat rate of 15% of ad valorem stamp duty is [☐ ***applicable*** / ☐ ***not applicable***] to my/our purchase of the Property;
從價印花稅的劃一 15%稅率 [☐ *適用* / ☐ *不適用*] 於本人/吾等購買的本物業；

(f) 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/吾等各人在購入本物業時是 [☐ *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 "Ultima Stamp Duty Express" 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「天鑄印花稅直送」。

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 (IF APPLICABLE)
投標者須填妥本頁(如適用)

Acknowledgement Letter Regarding Fixed Window
關於固定窗戶的確認書

Only applicable to the following unit: 只適用於以下列單位:

Tower 座數	Floor 樓層	Flat 單位
1	16	A

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	16	A
Purchaser(s) 買方			
I.D. / B.R. No. 身份證/商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

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

(i) Under the Deed of Mutual Covenant and Management Agreement (the "DMC") in respect of Ultima Development (the "Development") covering, inter alia, Phase 2 of the Development (the "Phase") (of which Ultima forms part):-
按照天鑄發展項目（以下簡稱「發展項目」，包含發展項目第二期（以下簡稱「期數」）（天鑄為期數之一部份）的公契規定：—

Save with the prior written consent of the Building Authority and other competent Government authorities, no Owner shall alter or convert the Fixed Window (which are part of the noise mitigation measures implemented in the Development pursuant to the Noise Impact Assessment approved by the Director of Lands under Special Condition No.(38) of the Land Grant) in his own Residential Unit into openable window or installation. The Owner shall at his own expense maintain the Fixed Window in his own Residential Unit in good and substantial repair and condition.
除非獲建築事務監督及其他政府有關當局的事先書面同意，業主不得改動或更換其單位之固定窗戶（該等固定窗戶為地政總署署長按批地文件特別條件第 38 條下批准的噪音影響評估而於發展項目實施的噪音緩解措施）為可開啟之窗戶或裝置。業主須自費保養其單位之固定窗戶，使其維持狀態良好及修繕妥當。

(ii) I/We have been provided with the Sales Brochure of the Phase and have read and accept the contents thereof. In particular, my/our attention has been drawn to the Floor Plans of Residential Properties in the Phase of the Sales Brochure and understand the location, orientation and extent of the Fixed Windows within the Property.
本人 / 吾等獲提供期數之售樓說明書，並已閱讀及接受其內容，特別是期數的住宅物業的樓面平面圖。本人 / 吾等明白該物業內固定窗戶之位置、座向及範圍。

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

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

Signed by the Purchaser(s) 買方簽署

Annex 6
附件 6

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.			
	2.			
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 7
附件 7

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.			
	2.			
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 8
附件 8

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

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

Only applicable to the following unit: 只適用於以下列單位:

Tower 座數	Floor 樓層	Flat 單位
2	22&23	A (Duplex)

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
	2	22&23	A (Duplex)
Purchaser(s) 買方			
I.D. / B.R. No. 身份證/商業登記證號碼			
Date 日期			

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

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

(a) The Manager shall have the right at all times to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the roof or flat roof or the parapet walls of the roof or flat roof which forms part of a Residential Unit as may be determined by the Manager, a tracked telescopic jib gondola and/or any jib, davit arm, other equipment or device of management (collectively referred to in the DMC as the "gondola" which expression shall include all jibs, brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities provided that the use and enjoyment by the Owner of his own Residential Unit shall not be materially adversely affected or prejudiced thereby.
管理人有權在任何時候決定進入單位的天台或平台或天台或平台的矮牆以上之空間或部分空間以展開、保養、操作、搬動該等用作檢修、清潔、加強、保養、維修、翻新、裝飾、改善及 / 或換替發展項目的外牆的任何部分的履帶式伸縮吊臂吊船及 / 或任何吊臂、吊艇、其他設備或管理裝置（在公契中統稱「吊船」，當中包括所有吊臂、托架、鉸鏈、柱或其他相關器材），並讓吊船在有需要檢查、重建、維修、翻新、保養、清潔、髹油或裝飾所有或部分公用地方及設施期間於上述空間短暫停留，惟不得嚴重影響或損害業主使用及享用其單位的權利。

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

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

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

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

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

Signed by the Purchaser(s) 買方簽署

Annex 9
附件 **9**

新鴻基地產(銷售及租賃)代理有限公司
個人資料收集聲明

收集閣下的個人資料

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

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

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

閣下資料可能被用作的用途

我們可能不時使用閣下資料作下列一個或多個用途：

(i) 處理閣下的物業交易，包括準備文件和作出任何必要的安排以完成交易；
(ii) 向閣下提供及管理優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益（不論屬財務性質或以贈品或其他形式提供）；
(iii) 如閣下尋求按揭、第二按揭、信貸融資或財務融通，與承按人或信貸融資或財務融通提供者聯絡以處理閣下的申請；
(iv) 處理閣下就服務、產品、會籍或利益的申請或要求；
(v) 促進物業管理及保安；
(vi) 就我們或新鴻基地產集團（「集團」）任何其他成員或由集團成員及合資夥伴成立的合資公司（「合資公司」）提供的的服務、物業、物業發展項目或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 9
附件 **9**

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

□ 請不要向我發送直接促銷資訊。

□ 請不要將本人的個人資料提供予其他人士以供其在直接促銷中使用。

簽署

姓名：
日期：

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

Collection of your personal information

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

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

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

Purposes for which Your Information may be used

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

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

Transfer of Your Information

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

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

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

Use of Your Information in direct marketing

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

In connection with direct marketing, we intend:

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

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

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

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

Access to and correction of Your Information

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

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

***

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

☐ Please do NOT send direct marketing information to me.

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

Signature

Name:
Date:

Annex 10
附件 10

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. 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。
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所有相關事項，包括但不限於買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。
All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of the Property are offered to first-hand Purchaser only and shall not be transferable. The Vendor has absolute discretion in deciding all relevant matters including but not limited to whether a Purchaser is entitled to those discount, gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those discount, gift, financial advantage or benefit. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.

6. (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。如其後發現買方不應獲得任何現金回贈，買方收到賣方要求須立即退回相關現金回贈予賣方。
(If applicable) For all cash rebate(s) (rounded up to the nearest integer) that will be offered by the Vendor for part payment of the balance of purchase price, subject to the relevant prerequisite for provision the cash rebate(s) being satisfied, the Vendor reserves the right to pay the cash rebate(s) to the Purchaser by other method(s) and in other manner. If subsequently it is discovered that the Purchaser is not entitled to any cash rebate(s), the Purchaser shall forthwith upon demand from the Vendor refund the relevant cash rebate(s) to the Vendor.

7. (如適用)賣方的指定財務機構為賣方的有聯繫公司。賣方的指定財務機構沒有亦將不會委任任何人士(第三方)處理就向任何擬借款人或任何指明類別的擬借款人批出貸款，無論是促致、洽商、取得或申請貸款，或是擔保或保證該筆貸款的償還或有關事宜。
(If applicable）The Vendor's designated financing company is a related company of the Vendor. 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，否則貸款將不會獲處理。
(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 processed.

(ST16) ST16 付款計劃
ST16 Payment Plan

1. 天鑄印花稅直送
Ultima Stamp Duty Express

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

如買方於要約表格選擇「天鑄印花稅直送」，買方可享有「天鑄印花稅直送」，其金額相等於要約表格中所指明的金額。詳情請參閱附件 10.1。
Where the Purchaser selects the "Ultima Stamp Duty Express" in the Offer Form, the Purchaser shall be eligible for the "Ultima Stamp Duty Express" in an amount equal to the amount specified in the Offer Form. Please see Annex 10.1 for details.

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

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

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

3. 貸款優惠
Loan Offer

買方可享有以下**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
Standby First Mortgage Loan

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

備用第一按揭貸款的最高金額為淨樓價的 70%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附件 10.2(a)。
The maximum loan amount of the Standby First Mortgage Loan shall be 70% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of the Purchase Price payable. Please see Annex 10.2(a) for details.

(b) 備用第二按揭貸款
Standby Second Mortgage Loan

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

備用第二按揭貸款的最高金額為淨樓價的 25%，惟第一按揭貸款(由第一按揭銀行提供)及備用第二按揭貸款總金額不可超過淨樓價的 70%，或應繳付之樓價餘額，以較低者為準。詳情請參閱附件 10.2(b) 。
The maximum loan amount of the Standby Second Mortgage Loan shall be 25% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Standby Second Mortgage Loan shall not exceed 70% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. Please see Annex 10.2(b) for details.

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

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

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

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

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

5. 送贈傢俱優惠
Free Furniture Offer

買方可免費獲贈附件 10.3 所述之相關住宅物業之裝飾、傢俱和物件(『該傢俱』)。賣方或其代表不會就該傢俱作出任何保證、保養或陳述，更不會就其狀況、狀態、品質及性能，及其是否或會否在可運作狀態作出任何保證、保養或陳述。該傢俱將於住宅物業成交日以成交時之狀況連同住宅物業交予買方。任何情況下，買方不得就該傢俱提出任何異議或質詢。為免疑問，第 4 段所述的首 3 年保修優惠不適用於該傢俱。本優惠受其他條款及條件約束。
The Purchaser will be provided with the decoration, furniture and chattels of the relevant residential property as set out in Annex 10.3 hereto (the "Furniture") free of charge. No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect regarding the Furniture. In particular, no warranty, maintenance or representation whatsoever is given as to the condition, state, quality or fitness of any of the Furniture or as to whether any of the Furniture is or will be in working condition. The Furniture will be delivered to the Purchaser upon completion of the sale and purchase of the residential property in such condition as at completion together with the residential property. In any event, no objection or requisitions whatsoever shall be raised by the Purchaser in respect of the Furniture. For the avoidance of doubt, the First 3 Years Warranty Offer as set out in paragraph 4 does not apply to the Furniture. This offer is subject to other terms and conditions.

6. 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	12/F	B
1	16/F	A

(b) 購買列於以下表 2 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或二個(視乎在要約表格(該要約表格構成臨時合約一部份)第 4 節中所指明的數量)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 2 below, has a priority to purchase one or two (depending on the number specified in Section 4 of the the Offer Form (which forms part of the Preliminary Agreement)) car parking space(s) of the Phase or other Phase (if the Purchaser has completed the sale and purchase of the Property in accordance with the Agreement).

表 2
Table 2

座數 Tower	樓層 Floor	單位 Unit
2	22&23/F	A (Duplex)

(c) 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.

(d) 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 10
附件 10

附件 10.1 天鑄印花稅直送
Annex 10.1 Ultima Stamp Duty Express

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

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

(I) Subject to the settlement of the Purchase Price (including preliminary deposit, further deposit, part payment(s) and balance of Purchase Price) in accordance with the Agreement, the Purchaser shall be eligible for the Ultima Stamp Duty Express ("**Ultima Stamp Duty Express**"). The Ultima Stamp Duty Express to the extent of the specified cap will be applied by the Vendor directly for payment (or part payment) of the ad valorem stamp duty ("**AVD**") chargeable on the Agreement on behalf of the Purchaser. The portion of "Ultima Stamp Duty Express" that is for payment (or part payment) of AVD as aforesaid is hereinafter referred to as "**AVD Portion**". The portion or remaining amount of "Stamp Duty Express" not so used as aforesaid (hereinafter referred to as "**Remaining Portion**") will be applied for part payment of the balance of purchase purchase of the Property directly (as a cash rebate). The Purchaser shall remain liable for payment of the AVD, and shall be responsible for payment of the difference (if any) between the actual amount of AVD on the Agreement (including the fixed fee for stamping a counterpart of agreement for sale and purchase) 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 (on the one hand) and the amount of the AVD Portion (on the other hand).
在買方按正式合約付清樓價(包括臨時訂金、加付訂金、部分付款及樓價餘額)的情況下，買方可享有天鑄印花稅直送(『**天鑄印花稅直送**』)。賣方將應用不多於指明上限金額之天鑄印花稅直送直接代買方繳付正式合約的應繳的從價印花稅(『**AVD**』)(或其部份)。買方仍須負上繳付AVD的責任，及須負責繳付正式合約（包括加蓋買賣合約副本的定額費用）及(如印花稅條例要求)臨時買賣合約的實際AVD及(如適用)買家印花稅（一方面）和AVD部份（另一方面）的差額（如有）。

(II) After the AVD Portion has been applied for payment (or part payment) of the AVD by the Vendor:
在賣方應用天鑄印花稅直送繳付AVD(或其部份)後：

- If the amount of the Ultima Stamp Duty Express exceeds the AVD Portion, subject to settlement of the balance of the Purchase Price in accordance with the Agreement, the Vendor will apply the Remaining Portion (as a cash rebate) for part payment of the balance of the Purchase Price of the Property directly.
  如天鑄印花稅直送的金額大於AVD部份，在買方按正式合約付清樓價餘額的情況下，賣方會將剩餘部份(作為現金回贈)直接用於支付該物業的部份樓價餘額。

- After the Vendor has paid or applied the Ultima Stamp Duty Express as aforesaid, the Vendor's obligation to the Purchaser under this benefit will be fully discharged. Even if there is a change in the Purchase Price in the future (whether due to the Purchaser's application to change the terms of payment which has been approved by the Vendor or other reason), the amount of the Ultima Stamp Duty Express will not be adjusted as a result of the change in the Purchase Price and the Vendor is no longer required to pay any additional stamp duty for the Purchaser.
  賣方如上所述繳付或應用天鑄印花稅直送後，賣方對買方關於此優惠的責任將完全完結。即使樓價日後有更改(不論是否因買方日後申請更改支付辦法獲得賣方同意或其他原因)， 天鑄印花稅直送的金額不會因樓價更改而調整，賣方亦無須向買方代繳任何進一步的印花稅。

(III) If the Purchaser does not complete the purchase of the Property in accordance with the Agreement, the full amount of the Ultima Stamp Duty Express shall be refunded to the Vendor notwithstanding the AVD has not been refunded by the Government.
如買方沒有按正式合約完成購買該物業，天鑄印花稅直送的全額將須退還給賣方，即使政府沒有退還AVD。

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

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

附件 10.2(a) 備用第一按揭貸款(『第一按揭貸款』)
Annex 10.2(a) Standby First Mortgage Loan ("First Mortgage Loan")

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

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。指定財務機構不會處理逾期貸款申請。
The Purchaser makes 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. Late loan applications will not be processed by the designated financing company.

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

(IV) 第一按揭貸款的最高金額為淨樓價的 70%，惟貸款金額不可超過應繳付之樓價餘額。
The maximum loan amount of the Standby First Mortgage Loan shall be 70% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable.

(V) 首 36 個月之利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減 2.5% p.a.，期後之利率為港元最優惠利率加 1% p.a.，利率浮動。最終利率以指定財務機構審批結果而定。
Interest rate for the first 36 months shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited ("Hong Kong Dollar Best Lending Rate") minus 2.5% 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.

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

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

(VIII) 買方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.

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

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

(XI) 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 payment plan.

(XII) 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.

(XIII) 所有第一按揭貸款法律文件須由賣方代表律師辦理， 並由買方負責有關律師費用及雜費 。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.

(XIV) 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.

(XV) 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 10.2(b)　　備用第二按揭貸款(『第二按揭貸款』)
Annex 10.2(b)　Standby Second Mortgage Loan ("Second Mortgage Loan")

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

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。指定財務機構不會處理逾期貸款申請。
The Purchaser makes 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. Late loan applications will not be processed by the designated financing company.

(II) 第二按揭貸款以住宅物業之第二法定按揭作抵押
The Second Mortgage Loan shall be secured by a second legal mortgage over the residential property.

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

(IV) 第二按揭貸款的最高金額為淨樓價的 25%，惟第一按揭貸款(由第一按揭銀行提供)及第二按揭貸款總金額不可超過淨樓價的 70%，或應繳付之樓價餘額，以較低者為準。
The maximum loan amount of the Second Mortgage Loan shall be 25% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall not exceed 70% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower.

(V) 首 36 個月之利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減 2.5% p.a.，期後之利率為港元最優惠利率加 1% p.a.，利率浮動。最終利率以指定財務機構審批結果而定。
Interest rate for the first 36 months shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited ("Hong Kong Dollar Best Lending Rate") minus 2.5% 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.

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

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

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

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

(XI) 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.

(XII) **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 payment plan.

(XIII) 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.

(XIV) 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.

(XV) 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.

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

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

Annex 10
附件 10

附件 10.3　送贈傢俱優惠
Annex 10.3　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 10
附件 10

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 11
附件 11

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
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 "**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

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 (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. #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 (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*
	(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	 $ 9,000.00 $ 11,500.00	* The above fees and disbursements will be paid upon execution of First Legal Mortgage and/or upon execution of Second Mortgage (if applicable) respectively * 以上所有雜費於簽署第一按揭時及/或簽署第二按揭時各要支付一次 # 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。

	$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	 $ 12,500.00 0.1% of Loan Amount + $4,000.00 **[see Note (b)]** **[見 備 忘 錄 (b)]**	
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 $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 First Mortgage and/or Second 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)
(a) 安排海外律師法律意見之費用
(b) 安排海外律師更新法律意見或確認法律意見之費用
(註：海外律師費及須支付海外律師之支出費用等並不包括在內)

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)

Annex 11
附件 11

Note on Stamp Duty
印花稅須知

Special Stamp Duty 「額外印花稅」

Under Section 29CA of the Stamp Duty Ordinance, a Special Stamp Duty ("SSD") shall be charged on the Purchaser and/or the Sub-Purchaser on transactions in residential properties of resale if the properties are resold within 36 months after acquisition.
根據《印花稅條例»第 29CA 條，如住宅物業於購入後 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。

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Buyer's Stamp Duty 「買家印花稅」

Under Section 29CB of the Stamp Duty Ordinance, a Buyer's Stamp Duty ("BSD") is chargeable at a flat rate of 15% for all residential properties acquired by any person or company (regardless of where it is incorporated), except a Hong Kong Permanent Resident.
根據«印花稅條例»第 29CB 條，香港永久性居民以外的任何人士或公司(不論在何地註冊)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」

- Under Section 29AI of the Stamp Duty Ordinance, any instrument for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, is chargeable for ad valorem stamp duty ("**AVD**") at a flat rate at 15% of the consideration or value of the residential property, whichever is the higher (the "**Flat Rate AVD**")).
  根據«印花稅條例»第 29AI 條，任何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「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% (「**劃一從價印花稅**」)。

- The Stamp Duty Ordinance also provides that, unless specifically exempted or otherwise provided in the law, acquisition of more than one residential property under a single instrument will be subject to the Flat Rate AVD, even if the purchaser is 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.
  «印花稅條例»亦規定，除獲特定豁免或另有法律規定外，買賣或轉讓住宅物業的文書，即使買方是代表自己行事，且取得有關住宅物業時在香港沒有擁有任何其他住宅物業的香港永久性居民，若以一份文書取得多於一個住宅物業，均須繳納劃一從價印花稅。

- Pursuant to Section 29AJ of the Stamp Duty Ordinance 2014, claims for charging AVD at lower rates (Scale 2) for instrument for the sale and purchase or transfer of residential property may be made on the grounds therein specified (e.g. Hong Kong Permanent Resident purchaser who does not own any residential property in Hong Kong).
  根據«印花稅條例»第 29AJ 條，買家可申請以較低稅率(第二標準)繳納向買賣或轉讓住宅物業的文書「從價印花稅」如符合相關情況(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)。

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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 higher rates (Part 1 of Scale 1)
從價印花稅按較高稅率(第 1 標準第 1 部)計算方法如下

15% of the consideration
樓價的 15%

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

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

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 11
附件 11

Important Notice 重要的提醒

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

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

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

Type of Documents 文件種類		(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
I.	Formal Agreement for Sale and Purchase 正式買賣合約 **Remark 1 備註 (1)** 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	Please refer to Item II. (a) and (b) Column (B) 請參閱 II.(a)及(b)項(B)欄

	(iv) over $10,000,000.00 超過$10,000,000.00	0.1% of Loan Amount + $4,000.00 **[see Note (b) and (c)]** **[見備忘錄(b)及(c)]**	
III.	Assignment 轉讓契	**[see Note (a)]** **[見 備 忘 錄 (a)]**	1. Land search fees and miscellaneous charges : $400.00 田土廳查冊費及其他雜費：$400.00 2. Registration fee : $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 First Legal Mortgage and/or Second 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)
(a) 安排海外律師法律意見之費用
(b) 安排海外律師更新法律意見或確認法律意見之費用
(註：海外律師費及須支付海外律師之支出費用等並不包括在內)

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 11
附件 11

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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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