

## **TENDER DOCUMENT**

### **INVITATION FOR PURCHASE OF PROPERTY BY WAY OF PUBLIC TENDER**

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Tenders are invited for the purchase of those properties in

#### **Victoria Harbour of Phase 1B of Victoria Harbour Development**

as set out in any one or more of the Information on Sales Arrangement for sale by tender issued by the Vendor for Victoria Harbour of Phase 1B of Victoria Harbour Development from time to time (as the same may be revised by the Vendor from time to time),

(unless previously withdrawn or sold)

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

**Vendor:** **Choice Win (H.K.) Limited**  
c/o **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

**Vendor’s solicitors:** **Mayer Brown**  
16<sup>th</sup> – 19<sup>th</sup> Floor, Prince’s Building, 10 Chater Road, Central, Hong Kong

**Woo Kwan Lee & Lo**  
Room 2801, 28<sup>th</sup> Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong

**Sit, Fung, Kwong & Shum**  
9<sup>th</sup> Floor, York House, The Landmark, 15 Queen’s Road Central, Central, Hong Kong.

## 招標文件

### 公開招標承投購買物業

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現招標承投購買

#### 海璇發展項目的第 1B 期海璇

於任何一份或多份賣方不時發出的海璇發展項目的第 1B 期海璇的以招標方式出售的銷售安排資料(及賣方不時對其作出修改的銷售安排資料)內列出的物業

(但若在招標截止時限之前物業已被撤回或出售則除外)

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

**賣方：** 彩榮(香港)有限公司  
(由新鴻基地產(銷售及租賃)代理有限公司轉交)

香港灣道 30 號新鴻基中心 45 樓  
查詢熱線：3119 0008

**賣方律師：** 孖士打律師行  
香港中環遮打道 10 號太子大廈 16 樓至 19 樓

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

薛馮鄭岑律師行  
香港中環皇后大道中 15 號置地廣場約克大廈 9 樓

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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:

<b>“Acceptance Period”</b>	means the period between (i) the Tender Commencement Date and Time and (ii) the date which is the ninetieth (90th) working day after the closing date of the tender, applicable to the relevant Properties for Tender (both dates inclusive);
<b>“Agreement”</b>	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 5 of the Conditions of Sale;
<b>“Conditions of Sale”</b>	means the Conditions of Sale set out in the Second Schedule to the Offer Form;
<b>“Letter of Acceptance”</b>	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice;
<b>“Offer Form”</b>	means each of the Offer Forms set out in Part 2 of this Tender Document, but excluding its Annex;
<b>“Phase”</b>	means Phase 1B of Victoria Harbour Development;
<b>“Property”</b>	means, if and when the offer contained in the Offer Form is accepted by the Vendor, the Tendered Property specified in the Offer Form;
<b>“Properties for Tender”</b>	means all or any of the properties as set out in the Sales Arrangements;
<b>“Purchase Price”</b>	means, if and when the offer contained in the Offer Form is accepted by the Vendor, the Tender Price specified in the Offer Form;
<b>“Purchaser”</b>	means the successful Tenderer whose tender in respect of the Property is accepted by the Vendor;
<b>“Sales Arrangements”</b>	means any one or more of the Information on Sales Arrangements for sale by tender issued by the Vendor for Victoria Harbour of Phase 1B of Victoria Harbour Development from time to time (as the same may be revised by the Vendor from time to time);
<b>“Sales Office”</b>	9/F, One International Finance Centre, 1 Harbour View Street, Hong Kong;
<b>“Tender Closing Date and Time”</b>	means, in respect of each Property for Tender, the tender closing date(s) and time(s) applicable to that Property for

	Tender as set out in the Sales Arrangement;
<b>“Tender Commencement Date and Time”</b>	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 Arrangement;
<b>“Tender Document”</b>	means this Tender Document comprising :- <ul style="list-style-type: none"> <li>(i) the Tender Notice and the Appendices;</li> <li>(ii) the Offer Form(s); and</li> <li>(iii) the Annex to the Offer Form(s);</li> </ul>
<b>“Tender Notice”</b>	means the Tender Notice set out in Part 1 of this Tender Document;
<b>“Tender Period”</b>	means, in respect of each Property for Tender, the period between the Tender Commencement Date and Tender Closing Date;
<b>“Tender Price”</b>	means the price tendered for the Property as specified in the First Schedule to the Offer Form;
<b>“Tendered Property”</b>	means the property specified in the First Schedule to the Offer Form;
<b>“Tenderer”</b>	means the person who is specified in the First Schedule to each Offer Form as the tenderer;
<b>“Vendor”</b>	means Choice Win (H.K.) Limited; and
<b>“Vendor’s solicitors”</b>	means any one of the following firms to be designated by the Vendor at its sole and absolute discretion:- <ul style="list-style-type: none"> <li>• Mayer Brown</li> <li>• Woo Kwan Lee &amp; Lo</li> <li>• Sit, Fung, Kwong &amp; Shum</li> </ul>

## **2. Procedures of Tender**

- 2.1 The Vendor invites tenders for the purchase of the Properties for Tender on the terms and conditions contained in this Tender Document.
- 2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
- 2.3 The Vendor reserves the right to, at any time before the Tender Closing Date and Time, accept any tender submitted.
- 2.4 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Properties for Tender from sale or to sell or dispose all or any of the Properties 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 any of the Properties for Tender, remove any property from/add any property to the Properties for Tender and to modify, amend or revise any part of the Tender Document. Please refer to the Sales Arrangements issued from time to time for any adjustment of the Tender Closing Date and Time applicable to any of the Properties for Tender and any property removed from or added to the Properties for Tender. The Vendor is not obliged to separately notify the Tenderers of such adjustment, modification, amendment or revision.
- 2.6 Tenderers should note the Vendor's solicitors do not act for any Tenderer in the process of this tender.
- 2.7 Tenderer(s) should submit the tender(s) in accordance with the terms and conditions as set out in this Tender Document and **the criteria (if any) set out under the Schedule to this Tender Notice.**
- 2.8 The Tenderer(s) should submit his/her/their tender(s) together in the following manner :-

(a) by submission of the following items :-

(i) Tender Document with the Offer Form(s)

Offer Form (Part 2 of the Tender Document) for each of the Tendered Properties duly completed, dated and signed. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form.** For the avoidance of doubt, a Tenderer may submit more than one (1) Offer Form. However, if the offer contained in any Offer Form submitted by a tenderer is accepted by the Vendor (or in the case if more than one Offer Form for the purpose of satisfying the criteria (if any) set out under the Schedule to the Tender Notice are accepted by the Vendor), the other Offer Form(s) submitted by the same tenderer prior to the date of the said acceptance will be disregarded and will not be considered by the Vendor.

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

In respect of each Tendered Property, one or more cashier order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance and/or cheque(s) in the amount equal to 5% of the Tender Price of such Tendered Property and made payable to "MAYER BROWN" Provided That the following minimum amount shall be paid by cashier order(s):

<u>Amount of 5% of Tender Price</u>	<u>Minimum amount to be paid by cashier order(s)</u>
HK\$2,000,000 or above	HK\$2,000,000
Less than HK\$2,000,000 but not less than HK\$1,000,000	HK\$1,000,000
Less than HK\$1,000,000	HK\$500,000

(iii) Tenderer(s)' identification document(s)

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

If the Tenderer(s) is/are corporation(s), copies of the Certificate of Incorporation and the Business Registration Certificate of the Tenderer(s) and copies of the latest register of directors and annual return of the Tenderer(s).

(iv) Intermediary's licence (if applicable)

If the Tenderer(s) has/have appointed estate agent(s), a copy of licence of the estate agent(s) appointed by the Tenderer(s).

(v) Documents in Annex to the Offer Form of each of the Tendered Properties

Documents in Annex to the Offer Form of each of the Tendered Properties duly completed and signed.

- (1) Measurements of the Tendered Property
- (2) Warning to Purchasers
- (3) Acknowledgement Letter Regarding Stamp Duty
- (4) Acknowledgment Letter Regarding Open Kitchen and Hose Reel
- (5) Acknowledgement Letter Regarding Operation of Gondola
- (6) Acknowledgement Letter Regarding Miscellaneous Matters
- (7) Personal Information Collection Statement
- (8) SHKP Club Membership Form
- (9) (For Tenderer electing Stamp Duty Offer(s) only) Letter Regarding Stamp Duty Cash Rebate
- (10) Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers
- (11) Vendor's Information Form
- (12) Acknowledgement Letter Regarding Viewing of Property

(vi) Documents to be obtained from the Sales Office, duly signed and completed by the Tenderer

- (13) Acknowledgement Letter Regarding Jacuzzi (if applicable)

**Please do NOT date any of the documents mentioned in this sub-paragraph (v) & (vi) (save and except that if the Tenderer(s) wishes to apply for SHKP Club Membership upon tender submission, the SHKP Club Membership Form should be dated).**

- (b) all items under sub-paragraph (a) above shall be enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope “**Victoria Harbour**”; and
- (c) placed in the Tender Box labelled “**Public Tender For Victoria Harbour**” placed at the Sales Office during the Tender Period.

2.9 All cashier order(s) and/or cheque(s) forwarded by the Tenderer(s) 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 orders 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 Hong Kong correspondence address stated in their tenders.

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

or (ii) by his attorney in which event the relevant power of attorney shall be in the Vendor's prescribed form and duly executed.

- (b) If the Tenderer is a corporation, 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, the Tenderer is not entitled to withdraw and shall not withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period. **However, if a Tenderer has submitted more than one (1) Offer Form and if the offer contained in any Offer Form submitted by the Tenderer is accepted by the Vendor (or in the case if more than one Offer Form for the purpose of satisfying the criteria (if any) set out under the Schedule to the Tender Notice are accepted by the Vendor), the other Offer Form(s) submitted by the Tenderer prior to the date of the said acceptance will be disregarded and will not be considered by the Vendor.**
- (b) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK\$1.00 upon receipt of a written demand from him prior to the submission of his tender.

### 3. Acceptance of Tender

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Property.
- 3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the “**Letter of Acceptance**”) personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.
- 3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor’s solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for inspection during the Tender Period at the Sales Office. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments.
- 3.4 (a) In the event that the Purchaser intends to execute the Agreement by his attorney on his behalf :-
- (i) the Vendor's solicitors may not act for the Purchaser in the sale and purchase of the Property and the Purchaser shall instruct his own solicitors to act for him;
  - (ii) no attorney, trustee or nominee of any kind by the Purchaser can be accepted by the Vendor for the purpose of signing the Agreement except for a named attorney (without any right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser; and

- (iii) 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 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 Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited of 45<sup>th</sup> Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Enquiry Hotline: +(852) 3119 0008). For the avoidance of doubt, Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited is not the agent of the Purchaser.
- 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 this Tender Document unless the context otherwise requires (i) words and expressions importing the masculine, feminine or neuter gender include every other gender, (ii) words and expressions in the singular include the plural, and words and expressions in the plural include the singular and (iii) words and expressions shall extend to the grammatical variations and cognate expressions of such words and expressions.
- 4.5 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.

**Schedule to the Tender Notice**

**Criteria for Submission of Tender**

**None.**

# 第 1 部份：招標公告

## 1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：-

「承約期間」	指由(i)招標開始日期及時間至(ii)招標截止日期後的第九十個工作日，適用於有關的招標物業(包括首尾兩日)；
「正式合約」	指賣方與買方根據出售條款第 5 條擬簽訂的該物業的正式買賣合約；
「出售條款」	指要約表格附表 2 所列的出售條款；
「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 2 部份的每一份要約表格，但不包括其附件；
「期數」	指海璇發展項目的第 1B 期；
「該物業」	指如果及一旦要約表格所載的要約獲得賣方接納時，要約表格中指明的投標物業；
「招標物業」	指銷售安排內列出的所有或任何物業；
「樓價」	指如果及一旦要約表格所載的要約獲得賣方接納時，要約表格中指明的投標價；
「買方」	指中標者，其對該物業的投標書獲得賣方接納；
「銷售安排」	指任何一份或多份賣方不時發出的海璇發展項目的第 1B 期海璇以招標方式出售的銷售安排資料(及賣方不時對其作出修改的銷售安排資料)；
「售樓處」	香港港景街 1 號國際金融中心一期 9 樓；
「招標截止日期及時間」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標截止日期及時間；
「招標開始日期及時間」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標開始日期及時間；
「招標文件」	指本招標文件，由以下部份組成：-  (i) 招標公告及附錄；  (ii) 要約表格；及

(iii) 要約表格附件；

「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之間的期間；
「投標價」	指要約表格附表 1 中訂明投購該物業的價格；
「投標物業」	指要約表格附表 1 中訂明的物業；
「投標者」	指每一份要約表格附表 1 中訂明為投標者的人士；
「賣方」	指彩榮(香港)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：-
	<ul style="list-style-type: none"><li>• 孖士打律師行</li><li>• 胡關李羅律師行</li><li>• 薛馮鄺岑律師行</li></ul>

## 2. 招標程序

- 2.1 賣方現按照載於招標文件的條款及細則招標承投購招標物業。
- 2.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.3 賣方保留權利在招標截止日期及時間之前的任何時間接受任何已遞交之投標書。
- 2.4 賣方保留權利在接受任何投標書之前的任何時間撤回所有或任何招標物業不予出售，或將所有或任何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招標物業的招標截止日期及時間、減少或增加訂明的招標物業，以及變更、修訂或修改招標文件的任何部份。請參閱不時發出的銷售安排關於任何招標物業的招標截止日期及時間的更改及任何招標物業的減少或增加物業。賣方無須就上述更改、變更、修訂或修改另行通知投標者。
- 2.6 投標者須注意賣方律師在本招標過程中不代表任何投標者。
- 2.7 投標者應按照載於本招標文件的條款及細則及載於本招標公告附表的準則(如有)遞交投標書。
- 2.8 投標者應按以下方式一起提交其投標書：-
  - (a) 遞交以下各項文件：-
    - (i) 招標文件及要約表格

就每一個投標物業已填妥、填上日期及簽署的要約表格(即本招標文件的第 2 部份)。請填妥並簽署要約表格的英文版本或要約表格的中文版本。為免疑問，投標者可提交超過一份要約表格。然而，如果投標者提交的任何要約表格中的要約被賣方接受(又或為了符合載於招標公告附表的準則(如有)，投標者多於一份要約表格被賣方接受)，則在上述接受日期之前由同一投標者提交的其他要約表格將不被理會及不被賣方考慮。

(ii) 銀行本票及／或支票

就每一個投標物業，由根據《銀行業條例》第 16 條獲妥為發牌的銀行簽發的一張或多張銀行本票及／或支票，金額相等於該投標物業投標價的 5%，抬頭寫「孖士打律師行」，惟當中須以銀行本票支付以下最低金額：

<u>投標價 5%的金額</u>	<u>以銀行本票支付的最低金額</u>
港幣 2,000,000 元或以上	港幣 2,000,000 元
少於港幣 2,000,000 元但不少於港幣 1,000,000 元	港幣 1,000,000 元
少於港幣 1,000,000 元	港幣 500,000 元

(iii) 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身份證／護照的複印本。

如投標者為法團，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的複印本。

(iv) 中介人的牌照(如適用)

如投標者已委託地產經紀，投標者委託的地產經紀的牌照複印本。

(v) 每一個投標物業的要約表格附件中的文件

已填妥及簽署的每一個投標物業的要約表格附件中的文件。

- (1) 投標物業的量度尺寸
- (2) 對買方的警告
- (3) 關於印花稅的確認書
- (4) 關於開放式廚房及消防喉轆的確認書
- (5) 關於吊船操作的確認書
- (6) 關於其他事項的確認書
- (7) 個人資料收集聲明
- (8) 新地會會員申請表格
- (9) (只適用於選擇印花稅優惠的投標者)關於印花稅現金回贈的信件
- (10) 關於開放物業予有興趣買家參觀的確認信
- (11) 賣方資料表格
- (12) 關於參觀物業的確認信

- (vi) 由投標者填妥並簽署的於售樓處領取的文件  
(13) 關於按摩池的確認書(如適用)

請不要於本第(v)及(vi)分段所述的任何文件內填上日期(但如投標者希望在提交投標書時申請成為新地會會員，應在新地會會員申請表格內填上日期)。

- (b) 以上(a)分段所列的各項文件應放入普通信封內，信封面上書明賣方收啟，並清楚註明「海璇」；及
- (c) 於招標期間放入位於售樓處擺放的標示為「海璇公開招標」的投標箱內。
- 2.9 在賣方對收到的投標書作出決定前，所有銀行本票及／或支票均不會予以兌現。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 天內，按投標書所載的香港通訊地址以專人送達、或通過郵遞方式退還予落選投標者。
- 2.10 (a) 投標者須(i)親身簽署要約表格及其他文件(如投標者為法團，須由其董事簽署)，並視作為主事人或(ii)以其授權人代表其簽署要約表格及其他文件，在此情況下，相關授權書須使用賣方訂明的格式及妥為簽立。
- (b) 投標者如為法團，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) 要約表格中指定的香港通訊地址將會是收取接受投標書信函及退回銀行本票及／或支票的地址。
- 2.11 (a) 作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間隨時接納投標。投標書根據本招標文件的程序一經遞交，投標者即無權撤回並且不得撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。然而，如果投標者提交超過一份要約表格及如果投標者提交的任何要約表格中的要約被賣方接受(又或為了符合載於招標公告附表的準則(如有)，投標者多於一份要約表格被賣方接受)，則在上述接受日期之前由同一投標者提交的其他要約表格將不被理會及不被賣方考慮。
- (b) 作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。

### 3. 接受投標

- 3.1 投標書如獲接納，中標者即成為該物業之買方。
- 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定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의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，買方被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。

- 3.4 (a) 如買方有意以其授權人代表其簽署正式合約：-
- (i) 賣方律師將不可於買賣該物業事宜中代表買方，買方須另聘律師作為其代表；
  - (ii) 賣方並不接受買方任何獲授權人、受托人或獲提名人代買方簽署正式合約，除非該名獲授權人(但不能有任何代替之權利)擁有之指定權限只限於以買方名義代買方簽署正式合約；及
  - (iii) 相關授權書須由賣方事先批准。
- (b) 所有向賣方之指定財務機構作出的貸款申請、貸款文件及附帶文件(統稱「**貸款文件**」)須由買方親身簽署。以授權人簽署貸款文件不會被接受。

#### 4. 其他事項

- 4.1 投標者宜注意，賣方只會回答關於該物業的一般問題，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: +(852) 3119 0008)。為免疑問，新鴻基地產(銷售及租賃)代理有限公司並非買方的代理人。
- 4.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作為或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。
- 4.3 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件任何種類的改動及/或增加，該投標書將被視為不符合規定的投標書。
- 4.4 在本招標文件中，除非文意另有所指，否則(i)凡指男性、女性及不屬於男性或女性者的字及詞句亦包括每一其他性別，(ii)凡指單數的字及詞句亦指眾數，而指眾數的字及詞句亦指單數，及(iii)所用字及詞句擴及指該字及詞句的文法變體及同語族詞句。
- 4.5 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。

招標公告附表

投標書提交準則

無

**Appendix 1 of the Tender Notice**  
**招標公告附錄 1**

**Explanatory Notes to some of the gifts, financial advantage or benefits**  
**部份贈品、財務優惠或利益的註釋**

本附錄旨在列出要約表格附表 1 的第 4 節內所述的部份贈品、財務優惠或利益的主要條款及細則。為免疑問，這並不表示買方可以享有本附錄所述的全部贈品、財務優惠或利益。要約表格附表 1 的第 4 節所述的相關的贈品、財務優惠或利益在符合規限該些贈品、財務優惠或利益的條款及細則下適用。

This appendix aims to set out the key terms and conditions of some of the gifts, financial advantage or benefits as mentioned in Section 4 of the First Schedule to the Offer Form. For the avoidance of doubt, it does not mean that the Purchaser shall be entitled all the gifts, financial advantage or benefits as mentioned in this appendix. The relevant gifts, financial advantage or benefits as mentioned in Section 4 of the First Schedule to the Offer Form shall be applicable subject to the terms and conditions governing such gifts, financial advantage or benefits.

**附錄 1.1(a) 印花稅現金回贈**  
**Appendix 1.1(a) Stamp Duty Cash Rebate**

- (I) 買方必須於完成該物業之買賣交易日前最少30日以書面(連同正式合約應付的所有印花稅的正式繳付收據及(如賣方要求)賣方代表律師樓的相關收據)向賣方申請印花稅現金回贈,賣方會於收到申請並證實有關資料無誤後將印花稅現金回贈直接用於支付部份樓價餘額。  
The Purchaser shall apply to the Vendor in writing (accompanied with the official receipt(s) for payment of all stamp duty payable on the Agreement and (if the Vendor requests) the relevant receipt(s) of the Vendor's Solicitors) for the Stamp Duty Cash Rebate at least 30 days before the date of completion of sale and purchase of the Property. After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the Stamp Duty Cash Rebate for part payment of the balance of the Purchase Price directly.
- (II) 如買方已從賣方的指定財務機構(『指定財務機構』)獲得印花稅過渡性貸款(詳情請參閱附錄 1.1(b)),則印花稅現金回贈會首先支付予指定財務機構用作償還印花稅過渡性貸款的未償還欠款,餘款(如有)才會用於支付部份樓價餘額。  
If the Purchaser has obtained the Stamp Duty Transitional Loan from the Vendor's designated financing company ("designated financing company") (please see Appendix 1.1(b) for details), then the Stamp Duty Cash Rebate will first be paid to the designated financing company for repayment of any amount outstanding under the Stamp Duty Transitional Loan and the balance (if any) will be applied for part payment of the balance of the Purchase Price.
- (III) 在賣方支付印花稅現金回贈金額後,(如適用)即使實際就正式合約應繳付的相關印花稅金額大於計算印花稅現金回贈所依據的金額,賣方亦無須再向買方支付任何其他或額外印花稅現金回贈。若有爭議,賣方有權決定印花稅現金回贈的金額,有關決定為最終決定並對買方具有約束力。  
After the Vendor has paid the amount of the Stamp Duty Cash Rebate, (if applicable) if the amount of the relevant stamp duty actually payable on the Agreement exceeds the amount based on which the Stamp Duty Cash Rebate is calculated, the Vendor is not required to pay any other or additional Stamp Duty Cash Rebate to the Purchaser. In case of dispute, the Vendor has the right to determine the amount of the Stamp Duty Cash Rebate, and such determination shall be final and binding on the Purchaser.
- (IV) 印花稅現金回贈受其他條款及細則約束。  
The Stamp Duty Cash Rebate is subject to other terms and conditions.

**附錄 1.1(b) 印花稅過渡性貸款 (只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)**

**Appendix 1.1(b) Stamp Duty Transitional Loan (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))**

買方可向賣方的指定財務機構(『指定財務機構』)申請印花稅過渡性貸款(『過渡性貸款』)，主要條款如下：

The Purchaser can apply to the Vendor's designated financing company ("designated financing company") for a Stamp Duty Transitional Loan ("Transitional Loan"). Key terms are as follows:

- (I) 買方須於接納書的日期後2個工作日內向指定財務機構申請過渡性貸款。  
The Purchaser shall make the application for the Transitional Loan to the designated financing company within 2 working days after the date of the Letter of Acceptance.
- (II) 買方須提供指定財務機構所需的財務資料及文件。  
The Purchaser shall provide financial information and documents upon request from the designated financing company.
- (III) 過渡性貸款的到期日為按正式合約完成該物業之買賣交易的日期。  
The maturity date of the Transitional Loan is the date of completion of sale and purchase of the Property in accordance with the Agreement.
- (IV) 利率為5% p.a.。如買方在到期日或之前準時還清過渡性貸款，將獲豁免貸款利息。  
Interest rate shall be 5% p.a.. If the Purchaser shall duly repay the Transitional Loan on or before the maturity date, interest on the Transitional Loan will be waived.
- (V) 所有過渡性貸款的法律文件須由賣方代表律師準備，並於賣方代表律師的辦事處簽署。買方無須支付任何申請貸款的手續費或法律費用。如買方就過渡性貸款另行自聘律師作為其代表律師，買方須負責其代表律師有關費用及代墊付費用。  
All legal documents of the Transitional Loan shall be prepared by the Vendor's solicitors and signed at the office of the Vendor's solicitors. The Purchaser will not be charged any handling fee or legal fee for processing the loan application. If the Purchaser shall instruct his/her/its own solicitors to act for him/her/it for the Transitional Loan, the Purchaser shall bear his/her/its own solicitors' relevant costs and disbursements.
- (VI) 在簽署正式合約之時，買方須向賣方代表律師存放一筆款項，以使賣方代表律師安排在印花稅條例訂明的時限內讓印花稅署署長為正式合約及(如印花稅條例要求)臨時買賣合約加蓋印花。該筆款項金額相等於正式合約(包括加蓋正式合約副本的定額費用)及(如印花稅條例要求)臨時買賣合約的從價印花稅及(如適用)買家印花稅的總額，減過渡性貸款的金額。  
Upon signing of the Agreement, the Purchaser shall deposit with the Vendor's solicitors a fund for the Vendor's solicitors to arrange for the Agreement and (where required by the Stamp Duty Ordinance) the preliminary agreement for sale and purchase to be stamped by the Collector of Stamp Revenue within the time limit prescribed by the Stamp Duty Ordinance. The amount of the fund is equal to the total amount of ad valorem stamp duty on the Agreement (including the fixed fee for stamping a counterpart of the Agreement) and (where required by the Stamp Duty Ordinance) the preliminary agreement for sale and purchase and (if applicable) the amount of buyer's stamp duty, less the Transitional Loan amount.
- (VII) 買方敬請向指定財務機構查詢有關貸款用途及詳情。貸款批出與否及其條款，指定財務機構有最終決定權。不論貸款獲批與否，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。  
The Purchaser is advised to enquire with the designated financing company about the purpose and details of the loan. The approval or disapproval of the loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the loan is approved 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.
- (VIII) 此貸款受其他條款及細則約束。

This loan is subject to other terms and conditions.

- (IX) 賣方無給予或視之為已給予任何就過渡性貸款之安排及批核的陳述或保證。  
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the Transitional Loan.

1. 如買方享有印花稅現金回贈但沒有使用過渡性貸款，在買方按正式合約付清樓價的情況下，可就每個住宅物業獲港幣\$5,000現金回贈(『港幣\$5,000現金回贈』)。  
If the Purchaser is entitled to the Stamp Duty Cash Rebate but has not utilized the Transitional Loan, subject to settlement of the balance of the Purchase Price in accordance with the Agreement, a cash rebate of HK\$5,000 for each residential property (“HK\$5,000 Cash Rebate”) would be offered to the Purchaser.
2. 買方必須於完成該物業之買賣交易日前最少30日，以書面向賣方申請港幣\$5,000現金回贈，賣方會於收到申請並證實有關資料無誤後將港幣\$5,000現金回贈直接用於支付部份樓價餘額。  
The Purchaser shall apply to the Vendor in writing for the HK\$5,000 Cash Rebate at least 30 days before the date of completion of sale and purchase of the Property. After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the HK\$5,000 Cash Rebate for part payment of the balance of the Purchase Price directly.
3. 為免疑問，就購買該物業，買方只可選擇使用過渡性貸款或獲得港幣\$5,000現金回贈的其中一項。  
For the avoidance of doubt, for the purchase of the Property, the Purchaser can only choose either to utilize the Transitional Loan or to obtain the HK\$5,000 Cash Rebate.

**附錄 1.2 提前入住及延後交易優惠 (只適用於個人名義買方及該物業的實用面積為 700 平方呎或以上)**

**Appendix 1.2 Early Move-in and Defer Completion Offer (only applicable to the Purchaser who is individual and the saleable area of the Property is 700 sq. ft. or above)**

- (I) 在買方滿足以下先決條件的前提下，賣方可容許買方延後完成該物業之買賣交易至接納書的日期後的 1,100 日內(『延後交易日』)，並給予買方許可證以准許買方以許可人的身份在該物業買賣交易完成前佔用該物業：

Subject to the conditions precedent below being satisfied by the Purchaser, the Vendor may allow the Purchaser to defer the completion of the sale and purchase of the Property to within 1,100 days after the date of the Letter of Acceptance (the “Extended Completion Date”) and grant a licence to the Purchaser to occupy the Property as a licensee prior to the completion of sale and purchase of the Property:

- (a) 買方須於接納書的日期後 300 日內，向賣方遞交買方已簽妥的提前入住及延後交易優惠的申請表格(『申請表格』)；及  
submission of an application form (the "Application Form") duly signed by the Purchaser to the Vendor for the Early Move-in and Defer Completion Offer within 300 days after the date of the Letter of Acceptance; and
- (b) 買方已於遞交申請表格時向賣方繳付相等於樓價 10% 之不可退還許可證費用按金(『許可證費用按金』)(不論許可期的長短)。該許可證費用按金將於買方簽署許可協議(定義見下文)時轉為不可退還許可證費用；及  
the Purchaser has, at the time of submission of the Application Form, paid to the Vendor a non-refundable licence fee deposit (“licence fee deposit”) equivalent to 10% of the Purchase Price (irrespective of the length of the licence period). The licence fee deposit will become the non-refundable licence fee upon signing of the Licence Agreement (as defined below) by the Purchaser; and
- (c) 買方已簽署賣方指定格式及內容之文件(『補充文件』)(包括但不限於正式合約的補充合約)，以將買賣交易日延後至延後交易日及同意按以下方式繳付樓價餘款：  
the Purchaser has signed the required documents (“Supplemental Document”) in the Vendor’s prescribed form and content (including but not limited to a supplemental agreement to the Agreement) to defer the completion of the sale and purchase of the Property to the Extended Completion Date and to agree to pay the balance of the Purchase Price in the following manner:
- (i) 如買方於接納書的日期後 120 日內簽署補充文件及已向賣方繳付不少於樓價 5%：  
If the Purchaser signs the Supplemental Document within 120 days after the date of the Letter of Acceptance and has paid to the Vendor not less than 5% of the Purchase Price:
- 於接納書的日期後 180 日內繳付樓價 1%；及  
to pay 1% of the Purchase Price within 180 days after the date of the Letter of Acceptance; and
  - 於接納書的日期後 270 日內繳付樓價 1%；及  
to pay 1% of the Purchase Price within 270 days after the date of the Letter of Acceptance; and
  - 於接納書的日期後 360 日內繳付樓價 1%；及  
to pay 1% of the Purchase Price within 360 days after the date of the Letter of Acceptance; and
  - 於接納書的日期後 450 日內或延後交易日(以較早日期為準)繳付樓價 1%；及  
to pay 1% of the Purchase Price within 450 days after the date of the Letter of Acceptance or on the Extended Completion Date (whichever is the earlier); and

- 於接納書的日期後 540 日內或延後交易日(以較早日期為準)繳付樓價 1%；及  
to pay 1% of the Purchase Price within 540 days after the date of the Letter of Acceptance or the Extended Completion Date (whichever is the earlier); and
  - 於接納書的日期後 630 日內或延後交易日(以較早日期為準)繳付樓價 1%；及  
to pay 1% of the Purchase Price within 630 days after the date of the Letter of Acceptance or on the Extended Completion Date (whichever is the earlier); and
  - 於接納書的日期後 720 日內或延後交易日(以較早日期為準)繳付樓價 1%；及  
to pay 1% of the Purchase Price within 720 days after the date of the Letter of Acceptance or on the Extended Completion Date (whichever is the earlier); and
  - 於接納書的日期後 810 日內或延後交易日(以較早日期為準)繳付樓價 1%；及  
to pay 1% of the Purchase Price within 810 days after the date of the Letter of Acceptance or on the Extended Completion Date (whichever is the earlier); and
  - 於接納書的日期後 900 日內或延後交易日(以較早日期為準)繳付樓價 1%；及  
to pay 1% of the Purchase Price within 900 days after the date of the Letter of Acceptance or on the Extended Completion Date (whichever is the earlier); and
  - 於接納書的日期後 990 日內或延後交易日(以較早日期為準)繳付樓價 1%；及  
to pay 1% of the Purchase Price within 990 days after the date of the Letter of Acceptance or on the Extended Completion Date (whichever is the earlier); and
  - 於接納書的日期後 1,100 日內或延後交易日(以較早日期為準)繳付樓價 85%(樓價餘額)。  
to pay 85% of the Purchase Price (balance of the Purchase Price) within 1,100 days after the date of the Letter of Acceptance or on the Extended Completion Date (whichever is the earlier).
- (ii) 如買方於接納書的日期後 121 日或之後簽署補充文件及已向賣方繳付不少於樓價 10%：  
If the Purchaser signs the Supplemental Document on or after 121 days after the date of the Letter of Acceptance and has paid to the Vendor not less than 10% of the Purchase Price:
- 於簽署補充文件時或接納書的日期後 270 日內(以較後者為準)繳付樓價 1%；及  
to pay 1% of the Purchase Price upon the signing of the Supplemental Document or within 270 days after the date of the Letter of Acceptance (whichever is later); and
  - 於接納書的日期後 450 日內或延後交易日(以較早日期為準)繳付樓價 1%；及

to pay 1% of the Purchase Price within 450 days after the date of the Letter of Acceptance or on the Extended Completion Date (whichever is the earlier); and

- 於接納書的日期後 630 日內或延後交易日(以較早日期為準)繳付樓價 1%；及  
to pay 1% of the Purchase Price within 630 days after the date of the Letter of Acceptance or on the Extended Completion Date (whichever is the earlier); and
  - 於接納書的日期後 810 日內或延後交易日(以較早日期為準)繳付樓價 1%；及  
to pay 1% of the Purchase Price within 810 days after the date of the Letter of Acceptance or on the Extended Completion Date (whichever is the earlier); and
  - 於接納書的日期後 990 日內或延後交易日(以較早日期為準)繳付樓價 1%；及  
to pay 1% of the Purchase Price within 990 days after the date of the Letter of Acceptance or on the Extended Completion Date (whichever is the earlier); and
  - 於接納書的日期後 1,100 日內或延後交易日(以較早日期為準)繳付樓價 85%(樓價餘額)。  
to pay 85% of the Purchase Price (balance of the Purchase Price) within 1,100 days after the date of the Letter of Acceptance or on the Extended Completion Date (whichever is the earlier).
- (d) 買方須於賣方接納及同意申請表格後簽署一份經由賣方訂明格式及內容的許可協議(『許可協議』)；及  
the Purchaser shall sign a licence agreement in the Vendor's prescribed form and content (the "Licence Agreement") after the Application Form has been accepted and agreed by the Vendor; and
- (e) 買方已同意許可期的首日不可早於接納書的日期後 90 日，而許可期必須在延後交易日或實際完成該物業之買賣交易日終止，以較早日期為準；及  
the Purchaser has agreed that the licence period shall not commence on a date earlier than 90 days after the date of the Letter of Acceptance and shall end upon the Extended Completion Date or the actual date of completion of the sale and purchase of the Property, whichever is the earlier; and
- (f) 買方已同意於許可期的終止當日或之前，向賣方繳付相等於樓價 6.5% 之行政費用(『行政費用』)(不論許可期的長短)；及  
the Purchaser has agreed to pay to the Vendor an administration fee ("Administration Fee") equivalent to 6.5% of the Purchase Price (irrespective of the length of the licence period) on or before the end date of the licence period; and
- (g) 買方已同意繳付以下第(III)段所述之相關開支及第(IV)段所述之公用事業服務的按金及收費；及  
the Purchaser has agreed to pay the Relevant Expenses as mentioned in paragraph (III) and the utility deposits and utility charges as mentioned in paragraph (IV) below; and
- (h) 買方已同意負責所有就許可協議及補充文件及其他與此優惠相關的文件而產生的法律費用、開支及印花稅(如有)；及  
the Purchaser has agreed to bear all legal costs, expenses and stamp duty (if any) arising from the Licence Agreement and the Supplemental Document and any other documents in connection with this Offer; and

- (i) 任何其他由賣方規定的條款及細則。  
any other terms and conditions as shall be imposed by the Vendor.
- (II) 如延後交易日不是工作日(按《一手住宅物業銷售條例》第2(1)條所定義)，則延後交易日定為下一個工作日。  
If the Extended Completion Date is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance), the Extended Completion Date shall fall on the next working day.
- (III) 在許可期內，買方須負責該物業之管理費、地租、差餉及所有其他雜費(統稱『相關開支』)。  
The Purchaser shall be responsible for management fees, Government rent and rates, and all other outgoings and expenses of the Property (collectively “Relevant Expenses”) during the licence period.
- (IV) 在許可期內，買方須負責支付為該物業提供的任何公用事業服務的所有按金，以及支付該物業之所有公用事業服務收費。為免疑問，公用事業服務的按金及收費並不構成相關開支的一部分。  
The Purchaser shall pay all deposits payable in respect of the supply of any utility to the Property and pay all utility charges for the Property during the licence period. For the avoidance of doubt, the utility deposits and utility charges do not form part of the Relevant Expenses.
- (V) 已使用提前入住及延後交易優惠之買方在按正式合約(包括所有修改後的正式合約及補充合約)完成該物業買賣交易的前提下：  
Subject to the Purchaser who has utilized the Early Move-in and Defer Completion Offer completing the sale and purchase of the Property in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)):
- (a) 買方可獲相等於樓價 10%之現金回贈(『10%現金回贈』)；及  
the Purchaser shall be entitled to a cash rebate equivalent to 10% of the Purchase Price (“10% Cash Rebate”); and
- (b) 如買方於以下列表訂明的任何期限內完成該物業的買賣交易，更可根據以下列表獲額外現金回贈(『額外現金回贈』)。  
If the Purchaser completes the sale and purchase of the Property within any period specified in the table below, the Purchaser shall be entitled to an Extra Cash Rebate (“Extra Cash Rebate”) according to the table below.

額外現金回贈列表

Extra Cash Rebate Table

實際完成該物業的買賣交易日期 Actual date of completion of the sale and purchase of the Property	額外現金回贈金額 The amount of Extra Cash Rebate
於接納書的日期後 180 日內 within 180 days after the date of the Letter of Acceptance	相等於樓價 8.5% equivalent to 8.5% of the Purchase Price
於接納書的日期後 181 日至 360 日內 within 181 days and 360 days after the date of the Letter of Acceptance	相等於樓價 6% equivalent to 6% of the Purchase Price
於接納書的日期後 361 日至 540 日內 within 361 days and 540 days after the date of the Letter of Acceptance	相等於樓價 5% equivalent to 5% of the Purchase Price
於接納書的日期後 541 日至 720 日內 within 541 days and 720 days after the date of the Letter of Acceptance	相等於樓價 4% equivalent to 4% of the Purchase Price
於接納書的日期後 721 日至 900 日內 within 721 days and 900 days after the date of the Letter of Acceptance	相等於樓價 3% equivalent to 3% of the Purchase Price

如以上列表中訂明的任何期限的最後一日不是工作日(按《一手住宅物業銷售條例》第2(1)條所定義)，則該日期定為下一個工作日。

If the last day of any period as set out in the table above is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance), the said day shall fall on the next working day.

買方須於實際完成該物業的買賣交易日前最少 30 日，以書面方式通知賣方實際完成交易日期。賣方會於收到通知並證實有關資料無誤後，賣方會將 10% 現金回贈及額外現金回贈，扣除行政費用及相關開支後，直接用於支付部份樓價餘額。

The Purchaser shall notify the Vendor in writing of the actual date of completion at least 30 days before the actual date of completion of the sale and purchase. After the Vendor has received the notification and duly verified the information to be correct, the Vendor will apply the 10% Cash Rebate and the Extra Cash Rebate, after deducting the Administration Fee and the Relevant Expenses, for part payment of the balance of the Purchase Price directly.

- (VI) 為免疑問，如買方未能按正式合約(包括所有修改後的正式合約及補充合約)完成該物業買賣，買方須於許可協議終止時自費向賣方支付行政費用及相關開支。  
For the avoidance of doubt, if the Purchaser fails to complete the sale and purchase of the Property in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)), the Purchaser shall pay to the Vendor the Administration Fee and the Relevant Expenses at his/her own cost upon termination of the Licence Agreement.
- (VII) 賣方保留絕對權利拒絕買方提出的申請；及修改許可協議及相關合約。  
The Vendor reserves the absolute right to reject the application made by the Purchaser; and amend the Licence Agreement and the relevant agreement(s).
- (VIII) 提前入住及延後交易優惠受其他條款及細則約束。  
Early Move-in and Defer Completion Offer is subject to other terms and conditions.

附錄 1.3(a) 備用第一按揭貸款(『第一按揭貸款』)(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)

Appendix 1.3(a) Standby First Mortgage Loan (“First Mortgage Loan”) (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))

(不適用於已使用附錄 1.2 所述的提前入住及延後交易優惠的買方)

(Not applicable to the Purchaser who has utilized the Early Move-in and Defer Completion Offer as set out in Appendix 1.2)

買方可向賣方的指定財務機構(『指定財務機構』)申請第一按揭貸款，主要條款如下：

The Purchaser can apply to the Vendor’s designated financing company (“designated financing company”) for the First Mortgage Loan. Key terms are as follows:

- (I) 買方必須於完成該物業之買賣交易日前最少90日以書面向指定財務機構申請第一按揭貸款。  
The Purchaser shall make a written application to the designated financing company for a First Mortgage Loan not less than 90 days before the date of completion of sale and purchase of the Property.
- (II) 第一按揭貸款以該物業之第一衡平法按揭及/或法定按揭作抵押。  
The First Mortgage Loan shall be secured by a first equitable and/or legal mortgage over the Property.
- (III) 第一按揭貸款年期最長為25年。  
The maximum tenor of First Mortgage Loan shall be 25 years.
- (IV) 首24個月之按揭利率為香港上海匯豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減2.85% p.a.，其後之按揭利率為港元最優惠利率加1% p.a.，利率浮動。最終利率以指定財務機構審批結果而定。  
Interest rate for the first 24 months shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited (“Hong Kong Dollar Best Lending Rate”) minus 2.85% p.a., thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
- (V) 該物業只可供買方自住。  
The Property shall only be self-occupied by the Purchaser.
- (VI) 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.
- (VII) 買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近2年的稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估。  
The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Tax Demand 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).
- (VIII) 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.
- (IX) 買方須就申請第一按揭貸款支付港幣\$5,000不可退還的申請手續費。  
The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the First Mortgage Loan.
- (X) 所有第一按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第一按揭貸款的律師費用及代墊付費用。  
All legal documents of First Mortgage Loan shall be handled by the Vendor’s solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct

his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the First Mortgage Loan.

- (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，對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。  
**In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.**
- (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。不論審批結果如何，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。  
The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the First Mortgage Loan. The approval, disapproval or the approved loan amount of the First Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement.
- (XIII) 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.
- (XIV) 賣方無給予或視之為已給予任何就第一按揭貸款之安排及批核的陳述或保證。  
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the First Mortgage Loan.

**附錄 1.3(b) 備用第二按揭貸款(『第二按揭貸款』)(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)**

**Appendix 1.3(b) Standby Second Mortgage Loan (“Second Mortgage Loan”) (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))**

買方可向賣方的指定財務機構(『指定財務機構』)申請第二按揭貸款，主要條款如下：

The Purchaser can apply to the Vendor’s designated financing company (“designated financing company”) for the Second Mortgage Loan. Key terms are as follows:

- (I) 買方必須於完成該物業之買賣交易日前最少90日以書面向指定財務機構申請第二按揭貸款。  
The Purchaser shall make a written application to the designated financing company for a Second Mortgage Loan not less than 90 days before the date of completion of sale and purchase of the Property.
- (II) 第二按揭貸款以該住宅物業之法定按揭作抵押。  
The Second Mortgage Loan shall be secured by a 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.
- (V) 首24個月之按揭利率為香港上海匯豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減2.85% p.a.，其後之按揭利率為港元最優惠利率加1% p.a.，利率浮動。最終利率以指定財務機構審批結果而定。  
Interest rate for the first 24 months shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited (“Hong Kong Dollar Best Lending Rate”) minus 2.85% p.a., thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
- (VI) 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.
- (VII) 買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近2年的稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估。  
The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Tax Demand 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).
- (VIII) 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.
- (IX) 第一按揭貸款(由第一按揭銀行提供)及第二按揭貸款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.
- (X) 所有第二按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第二按揭貸款的律師費用及代墊付費用。

All legal documents of the Second Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the Second Mortgage Loan.

- (XI) 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.
- (XII) 指定財務機構會因應買方及其擔保人(如有)的信貨審查及評估結果，對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。  
**In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.**
- (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。不論審批結果如何，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。  
The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Second Mortgage Loan. The approval, disapproval or the approved loan amount of the Second Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement.
- (XIV) 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.
- (XV) 賣方無給予或視之為已給予任何就第二按揭貸款之安排及批核的陳述或保證。  
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the Second Mortgage Loan.

備註：銀行會根據香港金融管理局的指引，將第二按揭貸款的條款納入銀行的按揭審批考慮。詳情請向有關銀行查詢。

Note: The bank will, in the course of approving any mortgage, take into account the terms and conditions of the Second Mortgage Loan in accordance with Hong Kong Monetary Authority guidelines. For details, please enquire with the banks.

**附錄 1.3(c) King's Key Superstar (只適用於個人名義買方)**

**Appendix 1.3(c) King's Key Superstar (only applicable to the Purchaser who is individual)**

(不適用於已使用附錄 1.2 所述的提前入住及延後交易優惠的買方)

**(Not applicable to the Purchaser who has utilized the Early Move-in and Defer Completion Offer as set out in Appendix 1.2)**

買方可向賣方的指定財務機構(『指定財務機構』)申請 King's Key Superstar (『樓價貸款』)，主要條款如下：

The Purchaser can apply to the Vendor's designated financing company ("designated financing company") for the King's Key Superstar ("Payment Financing"). Key terms are as follows:

- (I) 買方必須於完成該物業之買賣交易日前最少90日以書面向指定財務機構申請樓價貸款。  
The Purchaser shall make a written application to the designated financing company for the Payment Financing not less than 90 days before the date of completion of sale and purchase of the Property.
- (II) 樓價貸款必須以該物業之第一法定按揭及一個(或以上)香港住宅物業(『現有物業』)之第一法定按揭作為抵押。以下為現有物業的基本要求：  
The Payment Financing shall be secured by a first legal mortgage over the Property and a first legal mortgage over one (or above) Hong Kong residential property(ies) ("Existing Property"). The following are the basic requirements of the Existing Property:
- 現有物業的業主(或其中一位業主)必須為買方(或買方其中一位)或買方的近親(即配偶、父母、子女、兄弟、姊妹、祖父母、外祖父母、孫、孫女、外孫或外孫女)或買方其中一位的近親；及  
The registered owner of the Existing Property (or any one of the registered owners) must be the Purchaser (or any one of the Purchasers) or a close relative (i.e. spouse, parents, children, brothers, sisters, grandparents or grandchildren) of the Purchaser or a close relative of any one of the Purchasers; and
  - 現有物業的業權良好；及  
The title to the Existing Property is good; and
  - 現有物業沒有出租；及  
The Existing Property is not leased out; and
  - 現有物業沒有任何按揭；及  
The Existing Property does not have any mortgage; and
  - 現有物業不屬於村屋、1980年前發出入伙紙的單幢式住宅物業、有轉讓限制的物業或非屋苑式的離島物業等；及  
The Existing Property is not a village-type house, residential property in a single block with an Occupation Permit issued before 1980, property which is subject to alienation restrictions or non-estate-type property situated on the outlying islands, etc; and
  - 現有物業的價值(由指定財務機構估值)不低於該物業之樓價的70%。  
The value of the Existing Property (valued by the designated financing company) must not less than 70% of the Purchase Price of the Property.

儘管符合上述要求，指定財務機構保留權利不接受現有物業作為抵押品。

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

- (III) 買方須就使用樓價貸款前，支付相當於樓價 5%的金額作為不可退還的行政費用(『行政費用』)。  
The Purchaser shall pay an amount equivalent to 5% of the Purchase Price being the non-refundable administration fee ("Administration Fee") before utilization of the Payment Financing.

- (IV) 樓價貸款的最高金額為：  
The maximum amount of the Payment Financing shall be:

部份 Tranche	最高貸款金額 The maximum loan amount
A 部份：用於繳付樓價餘額 Tranche A: for payment of the balance of the Purchase Price	樓價的95%及扣除所有賣方將提供用以支付樓價餘額部份的現金回贈(如有)後的金額 95% of the Purchase Price less all cash rebate(s) (if any) that will be offered by the Vendor for part payment of the balance of Purchase Price
B 部份：用於繳付行政費用 Tranche B: for payment of the Administration Fee	樓價的5% 5% of the Purchase Price

惟總貸款金額不可超過應繳付之樓價餘額。因應不同付款計劃的支付條款，如買方意欲申請最高貸款金額，可能須提前支付樓價餘額。指定財務機構會因應買方及其擔保人(如有)的信貸評估結果，對貸款金額作出調整。

provided that the total loan amount shall not exceed the balance of Purchase Price payable. Depending on the different terms of payment of the payment plans, the Purchaser intending to apply for the maximum loan amount may have to early settle the balance of Purchase Price. The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her guarantor (if any).

- (V) 該物業只可供買方自住。  
The Property shall only be self-occupied by the Purchaser.
- (VI) 買方須提供指定財務機構所需文件，包括但不限於在指定財務機構要求下提供信貸報告、還款紀錄及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查。  
The Purchaser is required to provide necessary documents upon request from the designated financing company, including without limitation, credit report, repayment record and/or banking record. The designated financing company shall conduct credit check on the Purchaser and his/her guarantor (if any).
- (VII) 買方須提供於到期還款資金安排，並提供相關文件證明。  
The Purchaser is required to provide the funding arrangement for repayment on maturity and provide the relevant documents.
- (VIII) 樓價貸款申請須由指定財務機構獨立審批。  
The Payment Financing shall be approved by the designated financing company independently.
- (IX) 樓價貸款必須一次過全部提取，並只可用於繳付樓價餘額及行政費用。  
The Payment Financing shall be fully drawn in one lump sum and shall only be applied for payment of the balance of Purchase Price and the Administration Fee.
- (X) 樓價貸款的年期最長為3年。  
The maximum tenor of the Payment Financing shall be 3 years.
- (XI) 利率以香港上海滙豐銀行有限公司不時報價之港元最優惠利率加1% p.a.計算，利率浮動，最終利率以指定財務機構審批結果而定。在買方遵守第(V)段所述的要求的前提下，如買方按第(XII)段所述的方式準時償還樓價貸款或提前全數償還樓價貸款餘款而且已準時償還之前的每期供款，將獲豁免貸款利息。  
Interest rate shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company. **Subject to the Purchaser complying with the requirement as mentioned in paragraph (V), if the Purchaser duly repays the Payment Financing in according to the manner as mentioned in paragraph (XII) or early fully repays the balance of the Payment Financing and having paid each prior instalment on time, then interest on the Payment Financing will be waived.**

- (XII) 買方須以以下方式償還樓價貸款：  
The Purchaser shall repay the Payment Financing in the following manner:-
- (i) 每月償還相當於樓價0.5%的本金金額；及  
monthly repay the principal of an amount equivalent to 0.5% of the Purchase Price; and
- (ii) 於到期日，全數償還樓價貸款餘款及利息。  
fully repay the balance of the Payment Financing and interest on the maturity date.
- (XIII) 如買方提前全數償還樓價貸款，而且準時償還每期供款，買方可獲賣方送出以下列表指明的提前償還現金回贈(『提前償還現金回贈』)。  
If the Purchaser early and fully repays the Payment Financing and repays each instalment on time, the Purchaser shall be entitled to the Early Repayment Cash Rebate (“Early Repayment Cash Rebate”) offered by the Vendor according to the table below.

全數償還樓價貸款日期 Date of Full Repayment of the Payment Financing	提前償還現金回贈金額 Early Repayment Cash Rebate amount
提取樓價貸款後180日內 Within 180 days after drawdown of the Payment Financing	樓價4.5% 4.5% of the Purchase Price
提取樓價貸款後181日至360日內 Within 181 days and 360 days after drawdown of the Payment Financing	樓價4% 4% of the Purchase Price
提取樓價貸款後361日至540日內 Within 361 days and 540 days after drawdown of the Payment Financing	樓價3.5% 3.5% of the Purchase Price
提取樓價貸款後541日至720日內 Within 541 days and 720 days after drawdown of the Payment Financing	樓價3% 3% of the Purchase Price

賣方會將提前償還現金回贈直接用於償還樓價貸款餘款。

The Early Repayment Cash Rebate will be applied by the Vendor for repayment of the balance of Payment Financing directly.

- (XIV) 買方可向指定財務機構申請附錄1.3(e)所述之延續貸款(『延續貸款』)，於樓價貸款到期日用以償還樓價貸款。延續貸款的最高金額為樓價貸款的餘款減去樓價的10%。指定財務機構會因應買方及其擔保人(如有)的信貸評估結果，對貸款金額作出調整。詳情請參閱附錄1.3(e)。  
The Purchaser may apply to the designated financing company for the Extended Loan (“Extended Loan”) as set out in Appendix 1.3(e) for repayment of the Payment Financing upon the maturity date of the Payment Financing. The maximum amount of the Extended Loan shall be the balance of the Payment Financing less 10% of the Purchase Price. The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her guarantor (if any). Please see Appendix 1.3(e) for details.
- (XV) 所有樓價貸款的法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關延續貸款的律師費用及代墊付費用。  
All legal documents of the Payment Financing shall be handled by the Vendor’s solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her own solicitors to act for him/her, and in such event, the Purchaser shall also bear his/her own solicitors’ costs and disbursements relating to the Extended Loan.
- (XVI) 指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。  
In accordance with the result of credit check and assessment of the Purchaser and his/her guarantor (if any), the designated financing company will adjust the loan term(s) (including

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

- (XVII) 買方敬請向指定財務機構查詢有關貸款用途及詳情。貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。

The Purchaser is advised to enquire with the designated financing company about the purpose and details of the loan. The approval, disapproval or the approved loan amount of the loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement.

- (XVIII) 此貸款受其他條款及細則約束。

This loan is subject to other terms and conditions.

- (XIX) 賣方無給予或視之為已給予任何就樓價貸款之安排及批核的陳述或保證。

No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and approval of the Payment Financing.

**附錄 1.3(d) 特別 3 年免息貸款計劃 (只適用於個人名義買方)**

**Appendix 1.3(d) Special 3 Years Interest-free Loan Plan (only applicable to the Purchaser who is individual)**

(不適用於已使用附錄 1.2 所述的提前入住及延後交易優惠的買方)

**(Not applicable to the Purchaser who has utilized the Early Move-in and Defer Completion Offer as set out in Appendix 1.2)**

買方可向賣方的指定財務機構(『指定財務機構』)申請特別 3 年免息貸款計劃(『特別貸款』)，主要條款如下：

The Purchaser can apply to the Vendor's designated financing company ("designated financing company") for the Special 3 Years Interest-free Loan Plan ("Special Loan"). Key terms are as follows:

- (I) 買方必須於完成該物業之買賣交易日前最少90日以書面向指定財務機構申請特別貸款。  
The Purchaser shall make a written application to the designated financing company for the Special Loan not less than 90 days before date of completion of sale and purchase of the Property.
- (II) 特別貸款必須以該物業之第一法定按揭作為抵押。  
The Special Loan shall be secured by a first legal mortgage over the Property.
- (III) 該物業只可供買方自住。  
The residential property shall only be self-occupied by the Purchaser.
- (IV) 擔保人(如有)必須為買方的指定親屬(即配偶、父母、子女、兄弟或姊妹)或買方其中一位的指定親屬或指定財務機構所接受的其他人士。  
The guarantor (if any) must be a designated relative (i.e. spouse, parents, children, brothers or sisters) of the Purchaser or a designated relative of any one of the Purchasers, or other person acceptable to the designated financing company.
- (V) 特別貸款的最高貸款金額為有關付款計劃所述之淨樓價的80%，惟貸款金額不可超過應繳付之樓價餘額。指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對貸款金額作出調整。  
The maximum loan amount of Special Loan shall be 80% of the Net Purchase Price as mentioned in the relevant payment plan, provided that the loan amount shall not exceed the balance of Purchase Price payable. The designated financing company shall adjust the loan amount in accordance with the result of credit check and assessment of the Purchaser and his/her guarantor (if any).
- (VI) 買方及其擔保人(如有)須提供以下文件證明：  
The Purchaser and his/her guarantor (if any) shall provide the following documents to prove that:
  - (a) 買方及(如有)其擔保人在申請特別貸款前2個月及接納書的日期前2個月的平均金融資產(見以下備註)價值，不少於：  
the average financial assets (see note below) value of the Purchaser and his/her guarantor (if any) of the previous 2 months before the application of the Special Loan and the previous 2 months before the date of the Letter of Acceptance shall be at least:
    - (如樓價為港幣\$20,000,000或以下)樓價的30%；或  
(if the Purchase Price is HK\$20,000,000 or below) 30% of the Purchase Price; or
    - (如樓價為港幣\$20,000,000以上)樓價的20%。  
(if the Purchase Price is over HK\$20,000,000) 20% of the Purchase Price.

或  
or

- (b) 買方及(如有)其擔保人在申請特別貸款前3個月的平均金融資產(見以下備註)價值，不少於樓價的20%；及

the average financial assets (see note below) value of the Purchaser and his/her guarantor (if any) of the previous 3 months before the application of the Special Loan shall be at least 20% of the Purchase Price; and

買方及/或其擔保人(如有)為一個或以上香港住宅物業的業主(或其中一位業主)，該等香港住宅物業的價值(由指定財務機構估值)，不少於樓價的30%。上述之香港住宅物業沒有任何按揭或產權負擔，及不會用作其他任貸款申請。

the Purchaser and his/her guarantor (if any) is/are the registered owner (or any one of the registered owners) of one or above Hong Kong residential properties, and the value of the Hong Kong residential property(ies) (valuated by the designated financing company) shall be at least 30% of the Purchase Price. The above mentioned Hong Kong residential property(ies) is/are not subject to any mortgage or incumbrance, and will not be involved the application of any other loan.

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

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

- 存放於香港持牌銀行的港幣及外幣存款、債券及單位信託基金；及  
Hong Kong dollar and foreign currency deposit, bond and unit trust placed in Hong Kong licensed banks; and
- 於香港交易所買賣之證券。  
Securities which are traded on Hong Kong Exchange.

儘管符合上述要求，指定財務機構保留權利(i)不接受全部或部份有關金融資產；及(ii)不接受該等香港住宅物業；及(iii)要求買方及(如有)其擔保人提供更多的金融資產證明及資金來源證明。

Notwithstanding satisfaction of the above requirements, the designated financing company reserves the right (i) not to accept all or a part of the relevant financial assets; and (ii) not to accept the Hong Kong residential property(ies); and (iii) request the Purchaser and (if any) his/her guarantor(s) to provide more proof of financial assets and proof of source of funds.

買方及其擔保人(如有)並須提供其他指定財務機構所需文件(包括但不限於工作證明、金融資產證明及資金來源證明)，包括但不限於在指定財務機構要求下提供信貸報告及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估，及會因應買方及其擔保人(如有)的信貸審查及評估結果，對貸款金額作出調整。

The Purchaser and his/her guarantor (if any) shall also provide other necessary documents (including without limitation, proof of employment, proof of financial assets and proof of source of funds) upon request from the designated financing company, including without limitation, credit report and/or banking record. The designated financing company will conduct credit check and assessment on the Purchaser and his/her guarantor (if any), and adjust the loan amount in accordance with the result of credit check and assessment of the Purchaser and his/her guarantor (if any).

(VII) 買方須提供於到期還款資金安排，並提供相關文件證明。

The Purchaser is required to provide the funding arrangement for repayment on maturity and provide the relevant documents.

(VIII) 特別貸款申請須由指定財務機構獨立審批。

The Special Loan shall be approved by the designated financing company independently.

(IX) 特別貸款必須一次過全部提取，並只可用於繳付樓價餘額。

The Special Loan shall be fully drawn in one lump sum and shall only be applied for payment of the balance of Purchase Price.

(X) 特別貸款的年限最長為3年。

The maximum tenor of the Special Loan shall be 3 years.

- (XI) 買方須於特別貸款到期日或全數償還特別貸款日期(以較早者為準)或之前，就使用特別貸款，支付相等於樓價5%之行政費用。

The Purchaser shall pay an administration fee for utilization of the Special Loan, equivalent to 5% of the Purchase Price on or before the maturity date of the Special Loan or the date of full repayment of the Special Loan (whichever is earlier).

- (XII) 利率以香港上海滙豐銀行有限公司不時報價之港元最優惠利率加1% p.a.計算，利率浮動，最終利率以指定財務機構審批結果而定。**在買方遵守第(III)段所述的要求的前提下，如買方按第(XIII)段所述的方式準時償還特別貸款或提前全數償還特別貸款餘款而且已準時償還之前的每期供款，將獲豁免貸款利息。**

Interest rate shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company. **Subject to the Purchaser complying with the requirement as mentioned in paragraph (III), if the Purchaser duly repays the Special Loan according to the manner as mentioned in paragraph (XIII) or early fully repays the balance of the Special Loan and having paid each prior instalment on time, then interest on the Special Loan will be waived.**

- (XIII) 買方須以以下方式償還特別貸款：

The Purchaser shall repay the Special Loan in the following manner:

- (a) 每月償還相當於樓價0.5%的本金金額；及  
monthly repay the principal of an amount equivalent to 0.5% of the Purchase Price; and
- (b) 於到期日，全數償還特別貸款餘款及(如有)利息。  
fully repay the balance of the Special Loan and (if any) interest on the maturity date.

- (XIV) 如買方全數償還特別貸款餘款，而且準時償還每期供款，買方可獲賣方送出以下列表指明的特別償還現金回贈(「特別償還現金回贈」)。

If the Purchaser fully repays the balance of the Special Loan and repays each instalment on time, the Purchaser shall be entitled to the Special Repayment Cash Rebate (“Special Repayment Cash Rebate”) offered by the Vendor according to the table below.

全數償還特別貸款日期 Date of Full Repayment of the Special Loan	特別償還現金回贈金額 Special Repayment Cash Rebate amount
提取特別貸款後180日內 Within 180 days after drawdown of the Special Loan	樓價4% 4% of the Purchase Price
提取特別貸款後181日至360日內 Within 181 days and 360 days after drawdown of the Special Loan	樓價3% 3% of the Purchase Price
提取特別貸款後361日至540日內 Within 361 days and 540 days after drawdown of the Special Loan	樓價2% 2% of the Purchase Price
提取特別貸款後541日至720日內 Within 541 days and 720 days after drawdown of the Special Loan	樓價1% 1% of the Purchase Price

賣方會將特別償還現金回贈直接用於償還特別貸款餘款。

The Special Repayment Cash Rebate will be applied by the Vendor for settlement of the balance of the Special Loan directly.

- (XV) 買方可向指定財務機構申請附錄 1.3(e)所述的延續貸款，於特別貸款到期日用以償還特別貸款。延續貸款的最高金額為特別貸款的到期日須償還的餘款減去樓價的 10%。指定財務機構會因應買方及其擔保人(如有)的信貸評估結果，對貸款金額作出調整。詳情請參閱附錄 1.3(e)。

The Purchaser may apply to the designated financing company for the Extended Loan as set out in Appendix 1.3(e) for repayment of the Special Loan upon the maturity date of the Special Loan. The maximum amount of the Extended Loan shall be the balance of the Special Loan repayable on the

maturity date of the Special Loan less 10% of the Purchase Price. The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her guarantor (if any). Please see Appendix 1.3(e) for details.

- (XVI) 所有特別貸款的法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關特別貸款的律師費用及代墊付費用。  
All legal documents of the Special Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her own solicitors to act for him/her, and in such event, the Purchaser shall also bear his/her own solicitors' costs and disbursements relating to the Special Loan.
- (XVII) 買方須就申請特別貸款支付港幣\$10,000不可退還的申請手續費。  
The Purchaser shall pay HK\$10,000 being the non-refundable application fee for the Special Loan.
- (XVIII) 指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。  
**In accordance with the result of credit check and assessment of the Purchaser and his/her guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.**
- (XIX) 買方敬請向指定財務機構查詢有關貸款用途及詳情。貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。  
The Purchaser is advised to enquire with the designated financing company about the purpose and details of the loan. The approval, disapproval or the approved loan amount of the loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement.
- (XX) 此貸款受其他條款及細則約束。  
This loan is subject to other terms and conditions.
- (XXI) 賣方無給予或視之為已給予任何就特別貸款之安排及批核的陳述或保證。  
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the Special Loan.

**附錄 1.3(e) 延續貸款 (只適用於個人名義買方)**

**Appendix 1.3(e) Extended Loan (only applicable to the Purchaser who is individual)**

- (I) 買方必須於有關貸款(即附錄 1.3(c) 所述之 King's Key Superstar 或附錄 1.3(d) 所述之特別 3 年免息貸款計劃)的到期日前最少 60 日以書面方式向指定財務機構申請延續貸款(『延續貸款』)。  
The Purchaser shall make a written application to the designated financing company for the Extended Loan (“Extended Loan”) not less than 60 days before the maturity date of the relevant loan (i.e. King's Key Superstar as set out in Appendix 1.3(c) or the Special 3 Years Interest-free Loan Plan as set out in Appendix 1.3(d)).
- (II) 延續貸款的最高金額請參閱有關貸款的附錄。  
The maximum amount of the Extended Loan shall be as mentioned in the Appendix of the relevant loan.
- (III) 延續貸款必須以有關貸款申請時所要求的法定按揭作為抵押。  
The Extended Loan shall be secured by the legal mortgage(s) as per the requirement at the time of application for the relevant loan.
- (IV) 該物業只可供買方自住。  
The Property shall only be self-occupied by the Purchaser.
- (V) 買方及其擔保人(如有)須提供足夠文件證明其還款能力, 包括但不限於在指定財務機構要求下提供信貸報告、最近 2 年的稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估。  
The Purchaser and his/her guarantor (if any) shall provide sufficient documents to prove his/her repayment ability, including without limitation the provision of credit report, Tax Demand 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 guarantor (if any).
- (VI) 延續貸款申請須由指定財務機構獨立審批。  
The Extended Loan shall be approved by the designated financing company independently.
- (VII) 延續貸款必須一次過全部提取, 並只可用於償還有關貸款餘款。  
The Extended Loan shall be fully drawn in one lump sum and shall only be applied for repayment of the balance of the relevant loan.
- (VIII) 延續貸款年期最長為20年。  
The maximum tenor of the Extended Loan shall be 20 years.
- (IX) 利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率加1% p.a., 利率浮動。最終利率以指定財務機構審批結果而定。  
Interest rate shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
- (X) 買方須以按月分期償還延續貸款。  
The Purchaser shall repay the Extended Loan by monthly instalments.
- (XI) 所有延續貸款的法律文件須由賣方代表律師辦理, 並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師, 在此情況下, 買方亦須負責其代表律師有關延續貸款的律師費用及代墊付費用。  
All legal documents of the Extended Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her own solicitors to act for him/her, and in such event, the Purchaser shall also bear his/her own solicitors' costs and disbursements relating to the Extended Loan.
- (XII) 買方須就申請延續貸款支付港幣\$5,000不可退還的申請手續費。  
The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Extended Loan.

(XIII) 指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。

**In accordance with the result of credit check and assessment of the Purchaser and his/her guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.**

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

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

(XV) 延續貸款受其他條款及細則約束。

The Extended Loan is subject to other terms and conditions.

(XVI) 賣方無給予或視之為已給予任何就延續貸款之安排及批核的陳述或保證。

No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the Extended Loan.

**附錄 1.4(a) 優先認購住戶停車位**

**Appendix 1.4(a) Priority to Purchase Residential Car Parking Space(s)**

- (I) 買方須根據賣方日後公佈的住戶停車位之銷售安排所規定的時限、條款及方法行使其優先認購住戶停車位，否則其優先認購住戶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 exercise his/her/its priority to purchase the residential car parking space(s) in accordance with time limit, terms and manner as prescribed by the sales arrangements of the residential car parking spaces to be announced by the Vendor. Otherwise, the priority to purchase the residential car parking space(s) shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.
- (II) 賣方不作出任何陳述、承諾或保證買方會獲認購與該物業相同期數內的住戶停車位。  
The Vendor makes no representation, warranty or guarantee that the Purchaser will be offered the residential car parking space(s) within the same Phase as the Property.
- (III) 住戶停車位的售價及銷售安排詳情(包括但不限於揀選住戶停車位的次序)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 residential car parking spaces) of residential car parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later.

## 附錄 1.4(b) 使用住戶停車位選擇權

### Appendix 1.4(b) Option to License Residential Car Parking Space(s)

- (I) 賣方將會公佈住戶停車位(『住戶停車位』)之使用許可安排的有關時限、條款及細則、方式及方法及其他細節(『該等安排』)。當賣方公佈該等安排後，買方可按照該等安排行使該選擇權。如買方未有按照該等安排行使該選擇權以取得住戶停車位的該使用許可，該選擇權將會自動失效，賣方將再沒有責任授予該選擇權或使用許可予買方，買方亦不會就此獲得任何補償。
- Relevant timeframe, terms and conditions, modes and methods and other details of the Licence arrangements (collectively, the “Arrangements”) of the residential car parking space(s) (“Residential CPS”) will be announced by the Vendor. The Purchaser can exercise the Option in accordance with the Arrangements as and when they are announced by the Vendor. If the Purchaser does not exercise the Option to take a Licence of the Residential CPS in accordance with the Arrangements, then the Option shall lapse automatically and become null and void, the Vendor shall have no further obligation to grant the Option or Licence to such Purchaser, and the Purchaser shall not be entitled to any compensation therefor.
- (II) 該選擇權的行使及該使用許可的授予受以下條款及細則約束 :-
- The exercise of the Option and the granting of the Licence are subject to the following basic terms and conditions :-
- (a) 該使用許可將按月授予。買方可於每次該使用許可期滿時，連續地將該按月使用許可續期(即沒有任何間斷或暫時中止續期)。但無論如何，該使用許可**必須**於附錄1.2的提前入住及延後交易優惠下的入住許可證的許可期終止或屆滿時終止，多付的使用許可費用及住戶停車位應繳付的其他收費(如有)將按比例退回予買方。
- The Licence will be granted on a monthly basis. The Purchaser may continue to renew the monthly Licence each and every time when the Licence expires (i.e., without any interruption or suspension of renewal). Notwithstanding the above, the Licence must end upon the expiration or termination of the licence period of the licence under the Early Move-in and Defer Completion Offer as mentioned in Appendix 1.2, and the excess of Licence fee and other charges (if any) payable by the Purchaser for the Residential CPS shall be refunded to the Purchaser on a pro rata basis.
- (b) 住戶停車位的位置浮動，並由賣方不時決定及調整。
- The location of the Residential CPS will not be a fixed one and shall be subject to determination or adjustment by the Vendor from time to time.
- (c) 各使用許可須按賣方就許可予該期數內的其他許可人的住戶停車位而採用的指定格式製備，並由賣方不時決定及調整。
- Each Licence shall be in such standard form as may be adopted by the Vendor for the residential car parking spaces licensed to other licensees of the Phase to be determined or adjusted by the Vendor from time to time.
- (d) 住戶停車位的使用許可費用及買方就住戶停車位應繳付的其他收費(如有)，將以賣方就許可予該期數內的其他許可人的住戶停車位屆時一般地收取的市值收費，並由賣方不時決定及調整。
- The Licence fee and other charges (if any) payable by the Purchaser for the Residential CPS shall be charged at the then prevailing market rates generally charged by the Vendor in respect of the residential car parking spaces at the Phase licensed to other licensees, as determined or adjusted by the Vendor from time to time.
- (e) 若該使用許可於完成該物業之買賣時終止，買方可優先認購該期數或其他(地政總署署長已發出預售樓花同意書的)期數內(如買方享有一個住戶停車位的使用許可)一個住戶停車位或(如買方享有不多於兩個住戶停車位的使用許可)不多於兩個住戶停車位。詳情請參閱附錄1.4(a)。
- In the event that the Licence shall end upon completion of the sale and purchase of the Property, the Purchaser has a priority to purchase (if the Purchaser has taken a Licence of one residential car parking space) one residential car parking space or (if the Purchaser has taken Licence(s) of not more than two residential car parking spaces) not more than two residential car parking

spaces of the Phase or other phase(s) (in respect of which presale consent(s) has/have been issued by the Director of Lands). Please see Appendix 1.4(a) for details.

- (f) 該選擇權及該使用許可的其他條款及細則由賣方不時決定。  
Other terms and conditions of the Option and the Licence shall be determined by the Vendor from time to time.

- (III) 買方須按照該等安排就該選擇權簽訂一份按照賣方指定格式製備的協議。如買方未有按照該等安排就該選擇權簽訂協議，買方被賦予的權利或利益將會自動失效，賣方將再沒有責任繼而授予該選擇權予買方。該協議不會就任何指明住宅物業或住戶停車位賦予買方(或產生)任何權益，因此該協議屬不可予註冊的文件。

An agreement with respect to the Option in the form prescribed by the Vendor shall be signed in accordance with the Arrangements. If the Purchaser does not sign such agreement in accordance with the Arrangements, then the rights and benefits offered to the Purchaser shall lapse automatically, and the Vendor shall have no further obligation to grant the Option to the Purchaser subsequently. Such agreement does not confer or create any interest in land with respect to any specified residential property or residential car parking space, and is therefore non-registrable.

**Appendix 2 of the Tender Notice**

**招標公告附錄 2**

**"Keep Money Laundering Away from Hong Kong" Leaflet**

**嚴禁清洗黑錢宣傳單張**

## Keep Money Laundering Away from Hong Kong

### Lawyers and Public to Play Key Roles

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

#### For Individuals

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

#### For Corporations

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

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

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

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

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

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

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

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

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

#### Frequently Asked Questions

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

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

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

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

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

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

**What is meant by suspicious transaction?**

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

- A secretive entity
- Unusual instructions
- Unusual settlement requests

**What if I do not want to disclose my information?**

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

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

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

A secretive entity

Unusual instructions

Unusual settlement requests

## 律師與市民齊參與 打擊清洗黑錢活動

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

### 個別人士

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

### 公司

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

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

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

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

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

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

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

### 常見問題

**香港律師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。

- 身份不明
- 不尋常的指示
- 不尋常的結算要求



## 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



*[End of Part 1: Tender Notice]*

*[第1部份：招標公告完]*

## PART 2: OFFER FORM

To: **The Vendor**

1. Offer

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

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 Offer Form (excluding Part II of Section 4 of the First Schedule to this Offer Form) (together with the Vendor's written acceptance thereof) shall constitute a binding agreement between me/us and the Vendor on the terms and conditions contained in this Offer Form (excluding Part II of Section 4 of the First Schedule to this Offer Form).

3. Address for receipt of Letter of Acceptance

I/We agree that the Hong Kong correspondence address specified in the First 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 First 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 (if any) (i) any fees or commission in addition to the Purchase Price of the Property, (ii) any information or (iii) any copy documents. 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 Property, the Purchaser should report the case to the Independent Commission Against Corruption.

5. **(Applicable only if I/we have submitted any Offer Form(s) (such Offer Form(s) not having been previously disregarded by the Vendor) in addition to this Offer Form) I/We submit this Offer Form on the condition that, unless this Offer Form is submitted to satisfy the criteria (if any) set out under the Schedule to the Tender Notice, I/we wish to be awarded the tender by the Vendor under one Offer Form only. I/We understand that if the tender of this Offer Form is accepted by the Vendor, the tender under any other Offer Form(s) submitted by me/us (except Offer Form(s) submitted to satisfy the criteria (if any) set out under the Schedule to the Tender Notice) would be disregarded and will not be considered or accepted by the Vendor.**

6. Terms defined in the Tender Notice shall have the same meanings when used in this Offer Form

unless otherwise defined herein.

7. I/We authorize the Vendor to complete the particulars (now in blank) (if any) in the documents submitted together with this Offer Form.

**First Schedule to the Offer Form**

**Tenderer's Information and Tendered Property**

*(To be completed by the Tenderer of each Tendered Property)*

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

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

<i>Section 3 - Tender Price</i>			
Tender Price (HK\$)			
<i>Cashier order(s) and/or cheque(s) (in the aggregate amount of 5% of the Tender Price)</i>			
Cashier order(s) *	Amount (HK\$)	Bank	Cashier order no.
Cheque(s)	Amount (HK\$)	Cheque no.	

\* Provided that the following minimum amount shall be paid by cashier order(s):-

<u>Amount of 5% of Tender Price</u>	<u>Minimum amount to be paid by cashier order(s)</u>
HK\$2,000,000 or above	HK\$2,000,000
Less than HK\$2,000,000 but not less than HK\$1,000,000	HK\$1,000,000
Less than HK\$1,000,000	HK\$500,000

*Section 4 – Payment plan*

**Part I Terms of Payment**

**360 Days Payment Plan (TD1)**

- A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).
- A further deposit equivalent to 5% of the Purchase Price shall be paid within 120 days after the date of the Letter of Acceptance.
- 90% of the Purchase Price (balance of Purchase Price) shall be paid within 360 days after the date of the Letter of Acceptance.

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

**Part II List of the gifts, financial advantage or benefits**

(\* Please tick as appropriate)

**1. Stamp Duty Offer(s)**

I/We [ will /  will not] elect the Stamp Duty Offer(s).

**Where the Purchaser elects the Stamp Duty Offer(s), the Purchaser will be offered the following benefits:**

**(a) Stamp Duty Cash Rebate**

Subject to settlement of the balance of the Purchase Price in accordance with the Agreement (if applicable, including all revised Agreement and supplemental agreement(s) in accordance with Appendix 1.2 of the Tender Notice), the Purchaser shall be entitled to a Stamp Duty Cash Rebate offered by the Vendor which amount shall be equal to (subject to a cap of 10.5% of the Purchase Price) 70% of the ad valorem stamp duty chargeable on the Agreement. Please see Appendix 1.1(a) of the Tender Notice for details.

**(b) Stamp Duty Transitional Loan** (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))

(Note: The Purchaser shall make an application for the Stamp Duty Transitional Loan within 2 working days after the date of the Letter of Acceptance)

The Purchaser may apply for a Stamp Duty Transitional Loan from the designated financing company or (if the Purchaser is entitled to the Stamp Duty Cash Rebate but has not utilized the Stamp Duty Transitional Loan) shall be entitled to a HK\$5,000 Cash Rebate.

The maximum Stamp Duty Transitional Loan amount shall be equal to (subject to a cap of 10.5% of the Purchase Price) 70% of the ad valorem stamp duty chargeable on the Agreement.

Please see Appendix 1.1(b) of the Tender Notice for details.

For the purpose of calculating the amount of the Stamp Duty Cash Rebate (if any) and the maximum amount of the Stamp Duty Transitional Loan (if any), the amounts of ad valorem stamp duty chargeable on the Agreement shall mean (A) the amounts of ad valorem stamp duty calculated by reference to the declaration made by the Purchaser under Section 5 of the First Schedule to the Offer Form and (B) the amounts of ad valorem stamp duty on the official receipt(s) issued by the Stamp Office, whichever is the lower.

## 2. SHKP Club Member Cash Rebate

If the Purchaser is a SHKP Club member (i.e. at least one individual Purchaser (if the Purchaser is a group of individuals) 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 (if applicable, including all revised Agreement and supplemental agreement(s) in accordance with Appendix 1.2 of the Tender Notice), the Purchaser shall be entitled to a cash rebate of HK\$38,000.

The Purchaser shall apply to the Vendor in writing for the SHKP Club Member Cash Rebate at least 30 days before the date of completion of sale and purchase of the Property. After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the SHKP Club Member Cash Rebate for part payment of the balance of the Purchase Price directly.

## 3. Completion Benefit

- (a) Where the Purchaser is not entitled to or has not utilized the Early Move-in and Defer Completion Offer as set out in paragraph 4, the King's Key Superstar as set out in paragraph 5(c) and the Special 3 Years Interest-free Loan Plan as set out in paragraph 5(d), and fully pays the Purchase Price and completes the sale and purchase of the Property within the period specified in the table below, the Purchaser shall be entitled to a Completion Benefit ("Completion Benefit") offered by the Vendor according to the table below.

Completion Benefit Table

Date of completion of the sale and purchase of the Property	Completion Benefit amount
Within 180 days after the date of the Letter of Acceptance	2% of the Purchase Price

- (b) The Purchaser shall apply to the Vendor in writing for the Completion Benefit at least 30 days before the intended date of completion of the sale and purchase of the Property. After the Vendor has received the application and duly verified the information to be correct, the Vendor will upon completion apply the Completion Benefit for part payment of the balance of the Purchase Price directly. Irrespective of whether or not the application for Completion Benefit is approved by the Vendor, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property to the Vendor in accordance with the Agreement.
- (c) If the last day of any period as set out in the paragraph 3(a) above is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance), the said day shall fall on the next working day.

4. **Early Move-in and Defer Completion Offer** (only applicable to the Purchaser who is individual and the saleable area of the Property is 700 sq. ft. or above)

Subject to the conditions precedent as set out in paragraph (I) of Appendix 1.2 of the Tender Notice being satisfied by the Purchaser, the Vendor may :

- (a) allow the Purchaser to defer the completion of the sale and purchase of the Property to within 1,100 days after the date of the Letter of Acceptance (the “Extended Completion Date”); and
- (b) grant a licence to the Purchaser to occupy the Property as a licensee until the Extended Completion Date or the actual completion date of sale and purchase of the Property, whichever is the earlier.

Please see Appendix 1.2 of the Tender Notice for details.

5. **Loan Benefits**

The Purchaser shall be entitled to **ONLY ONE** of the following benefits:

- (a) **Standby First Mortgage Loan**  
(only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))  
(not applicable to the Purchaser who has utilized the Early Move-in and Defer Completion Offer as set out in paragraph 4)

The maximum amount of Standby First Mortgage Loan shall be 80% of the net purchase price, provided that the loan amount shall not exceed the balance of Purchase Price payable. Please see Appendix 1.3(a) of the Tender Notice for details.

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

The maximum Standby Second Mortgage Loan amount shall be 30% 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 Appendix 1.3(b) of the Tender Notice for details.

- (c) **King’s Key Superstar**  
(only applicable to the Purchaser who is individual)  
(not applicable to the Purchaser who has utilized the Early Move-in and Defer Completion Offer as set out in paragraph 4)

The maximum loan amount of King’s Key Superstar shall be 100% of the Purchase Price. Please see Appendix 1.3(c) of the Tender Notice for details.

- (d) **Special 3 Years Interest-free Loan Plan**  
(only applicable to the Purchaser who is individual)  
(not applicable to the Purchaser who has utilized the Early Move-in and Defer Completion Offer as set out in paragraph 4)

The maximum loan amount of the Special 3 Years Interest-free Loan Plan shall be 80% of the net purchase price, provided that the loan amount shall not exceed the balance of Purchase

Price payable. Please see Appendix 1.3(d) of the Tender Notice for details.

The term "net purchase price" means the amount of the Purchase Price after deducting the Stamp Duty Cash Rebate (if any) as set out in paragraph 1(a), the HK\$5,000 Cash Rebate (if any) as set out in paragraph 1(b), the SHKP Club Member Cash Rebate (if any) as set out in paragraph 2 and the Completion Benefit as set out in paragraph 3.

**6. First 3 Years Warranty Offer**

Without affecting the Purchaser's rights under the Agreement (if applicable, including all revised Agreement and supplemental agreement(s) in accordance with Appendix 1.2 of the Tender Notice), 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 or the date when possession of the Property is delivered to the Purchaser (if the Purchaser has utilized the Early Move-in and Defer Completion Offer as set out in paragraph 4) (whichever is earlier) rectify any defects (fair wear and tear excepted) to the Property (excluding the landscape area and potted plants (if any) and the Furniture (if any) as set out in paragraph 7) caused otherwise than by the act or neglect of any person. The First 3 Years Warranty Offer is subject to other terms and conditions.

**7. Free Furniture Offer**

The Purchaser of the residential property set out in Table below,

**Tower 1**

Furniture	3/F		5/F-12/F, 15/F &16/F		17/F	18/F
	A	B	A	B	A	A
Cabinet	✓	✓	✓	✓	✓	✓
Bench	✓	✓	✓	✓	✓	✓
Curtain	✓	✓	✓	✓	✓	✓

**Tower 2**

Furniture	3/F		5/F-12/F, 15/F-18/F		19/F	20/F
	A	B	A	B	A	A
Cabinet	✓	✓	✓	✓	✓	✓
Bench	✓	✓	✓	✓	✓	✓
Curtain	✓	✓	✓	✓	✓	✓

**Tower 3**

Furniture	3/F		5/F-12/F, 15/F-20/F		21/F	22/F
	A	B	A	B	A	A
Cabinet	✓	✓	✓	✓	✓	✓
Bench	✓	✓	✓	✓	✓	✓
Curtain	✓	✓	✓	✓	✓	✓

**Tower 5**

Furniture	3/F		5/F-12/F, 15/F-19/F		20/F		21/F	22/F
	A	B	A	B	A	B	A	A
Cabinet	✓	✓	✓	✓	✓	✓	✓	✓
Bench	✓	✓	✓	✓	✓	✓	✓	✓
Curtain	✓	✓	✓	✓	✓	✓	✓	✓

Tower 5A

Furniture	3/F						5/F-12/F, 15/F-20/F					
	A	B	C	D	E	F	A	B	C	D	E	F
Cabinet	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Curtain	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Tower 5A

Furniture	21/F					22/F			
	A	B	D	E	F	A	D	E	F
Cabinet	✓	✓	✓	✓	✓	✓	✓	✓	✓
Curtain	✓	✓	✓	✓	✓	✓	✓	✓	✓

will be provided with the “Furniture” of the relevant residential Property set out above free of charge at location(s) directed by the Vendor.

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 Property or the date when possession of the Property is delivered to the Purchaser (if the Purchaser has utilized the Early Move-in and Defer Completion Offer as set out in paragraph 4) (whichever is earlier) in such condition as at completion or delivery of possession (as the case may be) together with the Property. In any event, no objection or requisitions whatsoever shall be raised by the Purchaser in respect of the Furniture. For the avoidance of doubt, the First 3 Years Warranty Offer as set out in paragraph 6 does not apply to the Furniture. This offer is subject to other terms and conditions.

**8. Offer(s) of Residential Car Parking Space(s)**

- (a) The Purchaser of any one residential property set out in Table 1 below shall :-

Table 1

Tower	Floor	Flat
1	3/F, 5/F-12/F, 15/F & 16/F	A
1	3/F, 5/F-12/F, 15/F & 16/F	B
2	3/F, 5/F-12/F, 15/F-18/F	A
2	3/F, 5/F-12/F, 15/F-18/F	B
3	3/F, 5/F-12/F, 15/F-20/F	A
3	3/F, 12/F, 15/F-20/F	B
5	3/F, 5/F-12/F, 15/F-20/F	A
5	3/F, 5/F-12/F, 15/F-20/F	B

**(i) Priority to Purchase Residential Car Parking Space**

(if the Purchaser has completed the sale and purchase of the Property)

have a priority to purchase one residential car parking space in the Phase or other phase(s) of Victoria Harbour Development in respect of which presale consent(s) has/have been issued by the Director of Lands. Please see Appendix 1.4(a) of the Tender Notice for details; and

**(ii) Option to Licence Residential Car Parking Space**

(if the Purchaser has not yet completed the sale and purchase of the Property but has utilized the Early Move-in and Defer Completion Offer as set out in paragraph 4)

be granted an option to take a licence of one residential car parking space in the Phase or

other phase(s) of Victoria Harbour Development as the Vendor may allocate from time to time. Please see Appendix 1.4(b) of the Tender Notice for details.

- (b) The Purchaser of any one residential property set out in Table 2 below shall :-

Table 2

Tower	Floor	Flat
1	17/F, 18/F	A
2	19/F, 20/F	A
3	21/F, 22/F	A
5	21/F, 22/F	A

- (i) **Priority to Purchase Residential Car Parking Space(s)**  
(if the Purchaser has completed the sale and purchase of the Property)  
have a priority to purchase not more than two residential car parking spaces in the Phase or other phase(s) of Victoria Harbour Development in respect of which presale consent(s) has/have been issued by the Director of Lands. Please see Appendix 1.4(a) of the Tender Notice for details; and
- (ii) **Option to Licence Residential Car Parking Space(s)**  
(if the Purchaser has not yet completed the sale and purchase of the Property but has utilized the Early Move-in and Defer Completion Offer as set out in paragraph 4)  
be granted an option to take licence(s) of not more than two residential car parking spaces in the Phase or other phase(s) of Victoria Harbour Development as the Vendor may allocate from time to time. Please see Appendix 1.4(b) of the Tender Notice for details.

### **Part III Other Information**

1. Depending on the gifts, financial advantage or benefits elected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits are offered or arranged to be provided to the Purchaser by the Vendor. The Vendor's offers or arrangements to provide the gifts, financial advantage or benefits shall cease to have any force or effect if the Agreement is/are terminated or cancelled for whatever reason.
2. 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.
3. All the gifts, financial advantage or benefits to be made available to the Purchaser are personal to the Purchaser and the Purchaser shall have no right to assign or otherwise transfer the same to any other person. The Vendor has absolute discretion in deciding whether the Purchaser is entitled to those gifts, financial advantage or benefits. The Vendor also reserves the right to interpret the relevant terms and conditions of those gifts, financial advantage or benefits. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.
4. 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 refund the relevant cash rebate(s) to the Vendor.
5. 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 or not the same is binding on the designated financing company) issued by the Government, Hong Kong Monetary Authority, banks and relevant regulatory authorities from time to time. The Purchaser shall provide information and documents requested from the designated financing company, otherwise, the loan shall not be approved.
6. 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.

***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] buyer's stamp duty.
- (b) Flat rate of 15% of ad valorem stamp duty is [ applicable/ not applicable] to my/our purchase of the Property.
- (c) I am/each of us is acquiring the Property [ on my own behalf and not on behalf of any other person(s)/ on behalf of other person(s)].

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

***Section 6A – Intermediary (if applicable)***

I/We am/are introduced by the following intermediary\* to submit this tender :-

*\*Only an intermediary who has been appointed by the Vendor as sales agent should be stated below. Please enquire with the Vendor as to information regarding its sales agent.*

Name of sales person	
EA Licence No.	
Estate agency	
Contact No.	

**Declaration regarding intermediary (applicable only if an intermediary is specified above)**

I/We declare and confirm as follows :-

- (a) 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;
- (b) the Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the intermediary (i) any fees or commission in addition to the Purchase Price of the Property and administrative fees for amending the Agreement, (ii) any information or (iii) any copy documents. 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 Property, the Purchaser should report the case to the Independent Commission Against Corruption; and
- (c) 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 the Tender Document.

***Section 6B – No Intermediary (if applicable)***

I/We declare and confirm as follows :-

- (a) the Vendor has not appointed any sales agent in relation to the sale of the Property;
- (b) no representation, agreement or undertaking (whether oral or written) has been made by the Vendor or Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited in relation to the Tender Document or any part thereof; and
- (c) the Vendor and its staff did not and will not collect directly or indirectly from the Purchaser (i) any fees or commission in addition to the Purchase Price of the Property and administrative fees for amending the Agreement, (ii) any information or (iii) any copy documents. 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 Property, the Purchaser should report the case to the Independent Commission Against Corruption.

*Section 7 - Declaration of relationship with the Vendor (†Please tick as appropriate)*

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

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

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

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

*Section 8 - Submission checklist*

The following documents are submitted to the Vendor (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 document(s)
4.  Intermediary's licence (if applicable)
5. Documents in Annex to the Offer Form, duly signed and completed by the Tenderer:
  - (1)  Measurements of the Tendered Property (undated)
  - (2)  Warning to Purchasers (undated)
  - (3)  Acknowledgement Letter Regarding Stamp Duty (undated)
  - (4)  Acknowledgement Letter Regarding Open Kitchen and Hose Reel (undated)
  - (5)  Acknowledgement Letter Regarding Operation of Gondola (undated)
  - (6)  Acknowledgement Letter Regarding Miscellaneous Matters (undated)
  - (7)  Personal Information Collection Statement (undated)
  - (8)  SHKP Club Membership Form (if applicable) (dated)
  - (9)  (For Tenderer electing Stamp Duty Offer(s) only) Letter Regarding Stamp Duty Cash Rebate (undated)
  - (10)  Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers (undated)
  - (11)  Vendor's Information Form (undated)
  - (12)  Acknowledgement Letter Regarding Viewing of Property (undated)
6. Documents to be obtained from the Sales Office, duly signed and completed by the Tenderer
  - (13)  Acknowledgement Letter Regarding Jacuzzi (if applicable)

*Section 9 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)*

We declare and agree as follows:-

1. The table below sets out the particulars of all the current directors of the Tenderer as at the date of this Offer Form.
2. All the procedures relating to the appointment as the Tenderer's directors have been completed before the date of this Offer Form.
3. If we are the successful Tenderer, except with the Vendor's prior written approval, there shall be no change (including any reduction, increase, substitution or replacement) of any of the Tenderer's directors for the period from the date of the Offer Form to 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.

<b>Director(s)</b>		
	Name	Identity Card No. / Passport No. / B.R. No.
1.		
2.		
3.		
4.		
5.		

*Section 10 - Signature of the Tenderer and witness*

I/We, the Tenderer, have read the entire Tender Document and completed (i) the First Schedule to the Offer Form and (ii) the documents in the Annex to the Offer Form. 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 corporation, the Offer Form must be signed by its authorized signatory(s) with company chop.)*

Signed by the Tenderer:	Witnessed by:
X	X
Name of the authorized signature (if the Tenderer is a corporation):	Name of the witness:
Date:	

## Second Schedule to the Offer Form

### 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 Victoria Harbour Development.  
  
    **“Phase”** means Phase 1B of the Development (the residential development in the Phase is called “Victoria Harbour”).  
  
    **“this Preliminary Agreement”** means the agreement made hereunder by virtue of the submission of the Offer Form by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document.
2. The Offer Form (excluding Part II of Section 4 of the First Schedule to the Offer Form) 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. A preliminary deposit which is equal to five percent (5%) of the Purchase Price is payable by the Purchaser to the Vendor on signing of this Preliminary Agreement.
4. The sale and purchase shall be completed at the office of the Vendor’s Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) on the completion date.
5. 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.
6. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
7. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
8. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholders.
9. The Purchaser shall attend the office of the Vendor’s solicitors together with 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 prescribed by the Vendor’s solicitors without amendment; (ii) to pay the sum as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement as set out in clause 22.
10. If the Purchaser fails to execute 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.
11. The Purchaser will have to agree with the Vendor in the Agreement to the effect that:-
- (a) the Vendor is entitled to keep the preliminary deposit paid by the Purchaser if the Agreement is later cancelled in any way whatever, and
  - (b) other than entering into a mortgage or charge, the Purchaser shall not nominate any person to take up the Assignment of the Property, sub-sell the Property or transfer the benefit of the Agreement of the Property in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
12. The measurements of the Property are as follows — see “Measurements of the Tendered Property” of the Tender Document.
13. The sale and purchase of the Property includes the fittings, finishes and appliances as follows — see attached Schedule to the Conditions of Sale.
14. 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.
15. The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 16 and fully understands its contents.
16. For the purposes of clause 15, 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 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。

17. This Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.
18. No attorney, trustee or nominee of any kind by the Purchaser can be accepted by the Vendor for the purpose of signing the Agreement except for a named attorney (without any right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser.
19. If the Purchaser shall also instruct the Vendor's solicitors to act for him in respect of the purchase of the Property, the Vendor shall bear such solicitors' legal fees in respect of the Agreement and the subsequent Assignment in favour of the Purchaser.
20. If the Purchaser chooses to instruct his own solicitors to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment.
21. All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment to the Purchaser shall be borne and paid by the Purchaser.
22. All stamp duty (including without limitation any ad valorem stamp duty, 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.
23. 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.
24. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.
25. The Purchaser shall before delivery of vacant possession of the Property by the Vendor pay to the Manager or the Vendor all management fee deposit, special fund, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the Deed of Mutual Covenant and Management Agreement and the Purchaser shall reimburse the Vendor for all payment including without limiting to all

utilities deposits already paid by the Vendor in respect of the Property.

26. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
27. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
28. Time shall in every respect be of the essence of this Preliminary Agreement.
29.
  - (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “CRTPO”) and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
  - (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
  - (c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
    - (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and
    - (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.
30. In this Preliminary Agreement:-
  - (a) “**saleable area**” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621);
  - (b) “**working day**” has the meaning given by section 2(1) of that Ordinance;
  - (c) the floor area of an item under clause (a) set out in “Measurements of the Tendered Property” of the Tender Document is calculated in accordance with section 8(3) of that Ordinance; and
  - (d) the area of an item under clause (b) set out in “Measurements of the Tendered Property” of the Tender Document is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

出售條款附表  
Schedule to Conditions of Sale

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

- External Wall  
外牆 : Curtain wall, aluminium framed windows and aluminium louvre.  
玻璃幕牆、鋁窗及鋁質百葉。
- Internal Wall  
內牆 : Emulsion paint where exposed for living room, dining room and bedrooms.  
客廳、飯廳及睡房內牆之外露牆身髹上乳膠漆。
- Internal Ceiling  
天花板 : Emulsion paint where exposed and gypsum board bulkhead are finished with emulsion paint for living room, dining room and bedrooms.  
客廳、飯廳及睡房外露天花髹上乳膠漆及石膏板假天花髹上乳膠漆。
- Internal Floor  
內部地板 : Floors are finished with engineered timber flooring for living room, dining room and bedrooms.  
客廳、飯廳及睡房鋪砌複合木地板。

For the following flats, floors are finished with natural stone for living room and dining room :

下列單位客廳及飯廳鋪砌天然石 :

Tower 1 Flat A on 17-18/F

第 1 座 17 樓至 18 樓 A 單位

Tower 2 Flat A on 19-20/F

第 2 座 19 樓至 20 樓 A 單位

Tower 3 Flat A on 21-22/F

第 3 座 21 樓至 22 樓 A 單位

Tower 5 Flat A on 21-22/F

第 5 座 21 樓至 22 樓 A 單位

Tower 5A Flat B on 21/F

第 5A 座 21 樓 B 單位

Tower 5A Flat A on 22/F

第 5A 座 22 樓 A 單位

Tower 6 Flat A and B on 22-23/F

第 6 座 22 樓至 23 樓 A 及 B 單位

For the following flats, floors are finished with reconstituted stone for living room :

下列單位客廳鋪砌人造石 :

Tower 5A Flat A, B, D, E and F on 3/F, 5-12/F, 15-20/F

第 5A 座 3 樓, 5 樓至 12 樓, 15 樓至 20 樓 A, B, D, E 及 F 單位

Tower 5A Flat A, D, E and F on 21/F

第 5A 座 21 樓 A, D, E 及 F 單位

Tower 5A Flat D, E and F on 22/F

第 5A 座 22 樓 D, E 及 F 單位

Tower 6 Flat C, D, E, F, G and H on 3/F, 5-12/F, 15-21/F

第 6 座 3 樓, 5 樓至 12 樓, 15 樓至 21 樓 C, D, E, F, G 及 H 單位  
Tower 6 Flat E, F, G and H on 22-23/F  
第 6 座 22 樓至 23 樓 E, F, G 及 H 單位

For the following flats, floors are finished with reconstituted stone for living room and dining room :

下列單位客廳及飯廳鋪砌人造石 :

Tower 5A Flat C on 3/F, 5-12/F, 15-20/F

第 5A 座 3 樓, 5 樓至 12 樓, 15 樓至 20 樓 C 單位

Tower 6 Flat A and B on 3/F, 5-12/F, 15-21/F

第 6 座 3 樓, 5 樓至 12 樓, 15 樓至 21 樓 A 及 B 單位

Door  
門 : Timber door to be provided at flat entrance, bedroom, kitchen and bathroom.

單位入口、睡房、廚房及浴室裝有木門。

Glass door with aluminium frame for lavatory, balcony, utility platform, flat roof and roof (if applicable).

洗手間、露台、工作平台、平台及天台 (如適用) 裝有鋁質框玻璃門。

For the following flats, glass panel with aluminium metal frame door to be provided at master bathroom :

下列單位主人浴室裝有鋁質框玻璃門 :

Tower 1 Flat A on 17-18/F

第 1 座 17 樓至 18 樓 A 單位

Tower 2 Flat A on 19-20/F

第 2 座 19 樓至 20 樓 A 單位

Tower 3 Flat A on 21-22/F

第 3 座 21 樓至 22 樓 A 單位

Tower 5 Flat A on 21-22/F

第 5 座 21 樓至 22 樓 A 單位

For the following flats, aluminium framed glass door to be provided at kitchen :

下列單位廚房裝有鋁質框玻璃門 :

Tower 6 Flat B on 22-23/F

第 6 座 22 樓至 23 樓 B 單位

Bathroom  
浴室 : Sanitary fitment.  
潔具。

Floor finished with natural stone where exposed.

外露地板鋪砌天然石。

Wall finished with natural stone, glass and stainless steel frame up to the level of false ceiling.

牆壁鋪砌天然石, 玻璃飾面及不銹鋼框至假天花。

Ceiling with gypsum board bulkhead finished with emulsion paint.

石膏板假天花髹上乳膠漆。

Kitchen  
廚房 : For Towers 1, 2, 3 and 5,  
第 1、2、3 及 5 座  
Tower 5A Flat B on 21/F,

第 5A 座 21 樓 B 單位

Tower 5A Flat A on 22/F,

第 5A 座 22 樓 A 單位

Tower 6 Flat A and B on 22-23/F,

第 6 座 22 樓至 23 樓 A 及 B 單位

Floor finished with natural stone where exposed.

外露地板鋪砌天然石。

Wall finished with natural stone up to the level of false ceiling.

牆壁鋪砌天然石至假天花。

Ceiling with gypsum board bulkhead finished with emulsion paint.

石膏板假天花髹上乳膠漆。

Cooking bench in reconstituted stone.

灶台鋪砌人造石。

For Tower 5A and 6 other units :

第 5A 及 6 座其他單位 :

Floor finished with reconstituted stone where exposed.

外露地板鋪砌人造石。

Wall finished with glass and mirror up to the level of false ceiling.

牆壁鋪砌玻璃及鏡飾面至假天花。

Ceiling with gypsum board bulkhead finished with emulsion paint.

石膏板假天花髹上乳膠漆。

Cooking bench in reconstituted stone.

灶台鋪砌人造石。

Other Provisions  
其他設施

: Air conditioner for living room, dining room and all bedrooms.

客廳、飯廳及所有睡房裝有冷氣機。

Cooker-hob, Cooker hood, refrigerator, washer dryer.

煮食爐、抽油煙機、雪櫃、洗衣乾衣機。

Gas water heater to be provided for Tower 1, 2, 3 and 5.

第 1、2、3 及 5 座裝有煤氣熱水爐。

Electrical water heater to be provided for Tower 5A and 6.

第 5A 及 6 座裝有電熱水爐。

## 第 2 部份：要約表格

致：賣方

### 1. 要約

本人／我們(其名稱與地址載於本要約表格附表 1)，即投標者，現不可撤銷地提出要約以本要約表格附表 1 中指明的投標價購買投標物業，並受招標文件及本要約表格附表 2 中的出售條款的條款及細則所約束。

### 2. 如要約獲接納將構成有效協議

本人／我們同意及聲明，如本投標書獲賣方接納，則在正式合約簽署之前，本要約表格(除本要約表格附表 1 第 4 節的第 II 部份外)(連同賣方的書面承約)構成本人／我們與賣方之間按照載於本要約表格(除本要約表格附表 1 第 4 節的第 II 部份外)的條款及細則訂立的一份具約束力的協議。

### 3. 收取接納書的地址

本人／我們同意於本要約表格附表 1 中指明的香港通訊地址將作為收取接納書及退回銀行本票及／或支票的地址。接納書在投郵後的第 2 個工作日視為已經正式收到。

### 4. 聲明、陳述及保證

本人／我們現聲明、陳述及保證如下：

- (a) 本要約表格附表 1 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) 賣方及其職員並無亦不會直接或間接向買方或中介人(如有)收取(i)除該物業樓價外的任何費用或佣金、(ii)任何資料或(iii)任何副本文件。如有任何人士以賣方僱員或代理人之名義在買方購買該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. (只適用於本人/我們已提交本要約表格以外的任何要約表格(該等要約表格並未先前被賣方處作不被理會)的情況)本人/我們提交本要約表格的前提為本人/我們僅願賣方接受其中一份要約表格的投標，除非本要約表格是提交以符合載於招標公告附表的準則(如有)。本人/我們明白若賣方接受本要約表格的投標，本人/我們提交的任何其他要約表格(為符合載於招標公告附表的準則(如有)而提交的要約表格除外)的投標將不被理會及不被賣方考慮或接受。
6. 除非在本要約表格中另有定義，否則招標公告中定義的詞語用於本要約表格時具有相同意思。
7. 本人／我們授權賣方完成連同本要約表格遞交的文件中的細節(現在留白)(如有)。

要約表格附表 1

投標者資料及投標物業

(由每一個投標物業的投標者填寫)

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	單位	樓層

第3節 – 投標價			
投標價(HK\$)			
銀行本票及／或支票(總金額為投標價的5%)			
銀行本票*	金額 (HK\$)	銀行	本票號碼
支票	金額 (HK\$)	支票號碼	

\* 惟當中須以銀行本票支付以下最低金額：-

投標價 5% 的金額	以銀行本票支付的最低金額
港幣 2,000,000 元或以上	港幣 2,000,000 元
少於港幣 2,000,000 元但不少於港幣 1,000,000 元	港幣 1,000,000 元
少於港幣 1,000,000 元	港幣 500,000 元

## 第4節- 支付辦法

### 第 I 部分 支付條款

#### 360 日付款計劃 (TD1)

- 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。
- 加付訂金即樓價 5% 於接納書的日期後 120 日內繳付。
- 90%(樓價餘額)於接納書的日期後 360 日內繳付。

註：成交日不可早於接納書的日期後 90 日。

## 第 II 部分 贈品、財務優惠或利益的列表

(\*請剔適用者)

### 1. 印花稅優惠

本人／我們[\*  會 /  不會] 選擇印花稅優惠。

如買方選擇印花稅優惠，買方可獲下述優惠：

#### (a) 印花稅現金回贈

買方在按正式合約(如適用，包括所有按招標公告附錄 1.2 修改後的正式合約及補充合約)付清樓價餘額的情況下，可獲賣方提供印花稅現金回贈。印花稅現金回贈的金額(上限為樓價的 10.5%)相等於就正式合約應付的從價印花稅的 70%。詳情請參閱招標公告附錄 1.1(a)。

#### (b) 印花稅過渡性貸款(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)

(注意：買方須於接納書的日期後 2 個工作日內申請印花稅過渡性貸款)

買方可向指定財務機構申請印花稅過渡性貸款或(如買方享有印花稅現金回贈但沒有使用印花稅過渡性貸款)可獲港幣\$5,000 現金回贈。

印花稅過渡性貸款的最高金額(上限為樓價的 10.5%)為就正式合約應付的從價印花稅的 70%。

詳情請參閱招標公告附錄 1.1(b)。

為計算印花稅現金回贈(如有)的金額及印花稅過渡性貸款(如有)的最高金額，就正式合約應付的從價印花稅的款額指 (A) 參照買方根據要約表格附表 1 的第 5 節作出的聲明計算的從價印花稅的款額或 (B) 按印花稅署發出的正式收據上的從價印花稅款額，以較低者為準。

### 2. 新地會會員現金回贈

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(如適用，包括所有按招標公告附錄 1.2 修改後的正式合約及補充合約)付清樓價餘額的情況下，可獲港幣\$38,000 現金回贈。

買方必須於完成該物業之買賣交易日前最少 30 日以書面向賣方申請新地會會員現金回贈，賣方會於收到申請並證實有關資料無誤後將新地會會員現金回贈直接用於支付部份樓價餘額。

### 3. 成交優惠

- (a) 如買方不享有或沒有使用第4段所述的提前入住及延後交易優惠、第5(c)段所述的 King's Key Superstar 及第5(d)段所述的特別3年免息貸款計劃，並於以下列表訂明的期限內繳付樓價全數及完成該物業的買賣交易，可根據以下列表獲賣方送出成交優惠(『成交優惠』)。

成交優惠列表

完成該物業的買賣交易日期	成交優惠金額
接納書的日期後 180 日內	樓價 2%

- (b) 買方須於其意欲完成該物業的買賣的交易日前最少 30 日，以書面向賣方提出申請成交優惠，賣方會於收到申請並證實有關資料無誤後將成交優惠於成交時直接用於支付部份樓價餘額。不論成交優惠的申請獲賣方批核與否，買方仍須按正式合約完成該物業的交易及向賣方繳付該物業的樓價全數。
- (c) 如上述第3(a)段中訂明的任何期限的最後一日不是工作日(按《一手住宅物業銷售條例》第2(1)條所定義)，則該日期定為下一個工作日。

### 4. 提前入住及延後交易優惠 (只適用於個人名義買方及該物業的實用面積為 700 平方呎或以上)

在買方滿足招標公告附錄 1.2 的第(I)段所列明的先決條件的前提下，賣方可：

- (a) 容許買方延後至接納書的日期後 1,100 日內完成該物業之買賣交易(『延後交易日』)；及
- (b) 給予買方許可證以准許買方以許可人的身份佔用該物業直至延後交易日或實際完成該物業之買賣交易日，以較早日期為準。

詳情請參閱招標公告附錄 1.2。

### 5. 貸款優惠

買方可享有以下**其中一項**優惠：

- (a) **備用第一按揭貸款**  
(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)  
(不適用於已使用第4段所述的提前入住及延後交易優惠的買方)

備用第一按揭貸款的最高金額為淨樓價的 80%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱招標公告附錄 1.3(a)。

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

備用第二按揭貸款的最高金額為淨樓價的 30%，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。詳情請參閱招標公告附錄 1.3(b)。

(c) **King's Key Superstar**

(只適用於個人名義買方)

(不適用於已使用第 4 段所述的提前入住及延後交易優惠的買方)

King's Key Superstar 的最高貸款金額為樓價 100%。詳情請參閱招標公告附錄 1.3(c)。

(d) **特別 3 年免息貸款計劃**

(只適用於個人名義買方)

(不適用於已使用第 4 段所述的提前入住及延後交易優惠的買方)

特別 3 年免息貸款計劃的最高貸款金額為淨樓價 80%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱招標公告附錄 1.3(d)。

『淨樓價』一詞指扣除第 1(a)段所述的印花稅現金回贈(如有)、第 1(b)段所述的港幣\$5,000 現金回贈(如有)、第 2 段所述的新地會會員現金回贈(如有)及第 3 段所述的成交優惠(如有)後的樓價。

6. **首 3 年保修優惠**

在不影響買方於正式合約(如適用，包括所有按招標公告附錄 1. 2 修改後的正式合約及補充合約)下之權利的前提下，凡該物業(但不包括園景及盆栽(如有)及第 7 段所述的該傢俱(如有))有欠妥之處(正常損耗除外)，而該欠妥之處並非由任何人之行為或疏忽造成，買方可於該物業的成交日或該物業的管有權交予買方的日期(如買方已使用第 4 段所述的提前入住及延後交易優惠)(以較早者計)起計 3 年內向賣方發出書面通知，賣方須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。首 3 年保修優惠受其他條款及細則約束。

7. **送贈傢俱優惠**

購買列於以下表內住宅物業之買方:-

第1座

傢俱	3 樓		5樓至12 樓， 15樓及 16樓		17樓	18樓
	A	B	A	B	A	A
組合櫃	✓	✓	✓	✓	✓	✓
長凳	✓	✓	✓	✓	✓	✓
窗簾	✓	✓	✓	✓	✓	✓

第2座

傢俱	3 樓		5樓至12 樓， 15 樓至 18樓		19樓	20樓
	A	B	A	B	A	A
組合櫃	✓	✓	✓	✓	✓	✓
長凳	✓	✓	✓	✓	✓	✓
窗簾	✓	✓	✓	✓	✓	✓

第3座

傢俱	3樓		5樓至12樓， 15樓至20樓		21樓	22樓
	A	B	A	B	A	A
組合櫃	✓	✓	✓	✓	✓	✓
長凳	✓	✓	✓	✓	✓	✓
窗簾	✓	✓	✓	✓	✓	✓

第5座

傢俱	3樓		5樓至12樓， 15樓至19樓		20樓		21樓	22樓
	A	B	A	B	A	B	A	A
組合櫃	✓	✓	✓	✓	✓	✓	✓	✓
長凳	✓	✓	✓	✓	✓	✓	✓	✓
窗簾	✓	✓	✓	✓	✓	✓	✓	✓

第5A座

傢俱	3樓						5樓至12樓， 15樓至20樓					
	A	B	C	D	E	F	A	B	C	D	E	F
組合櫃	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
窗簾	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

第5A座

傢俱	21樓					22樓			
	A	B	D	E	F	A	D	E	F
組合櫃	✓	✓	✓	✓	✓	✓	✓	✓	✓
窗簾	✓	✓	✓	✓	✓	✓	✓	✓	✓

可免費獲贈上述之相關住宅物業之賣方指定位置提供的『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。該傢俱將於該物業成交日或該物業的管有權交予買方的日期(如買方已使用第4段所述的提前入住及延後交易優惠)(以較早者計)以成交時或交予管有權時(視乎情況而定)之狀況連同該物業交予買方。任何情況下，買方不得就該傢俱提出任何異議或質詢。為免疑問，第6段所述的首3年保修優惠不適用於該傢俱。本優惠受其他條款及細則約束。

## 8. 住戶停車位優惠

(a) 購買列於以下表1內任何一個住宅物業之買方:-

表1

座數	樓層	單位
1	3樓、5樓-12樓，15樓及16樓	A
1	3樓、5樓-12樓，15樓及16樓	B
2	3樓、5樓-12樓，15樓-18樓	A
2	3樓、5樓-12樓，15樓-18樓	B
3	3樓、5樓-12樓，15樓-20樓	A
3	3樓、12樓，15樓-20樓	B
5	3樓、5樓-12樓，15樓-20樓	A
5	3樓、5樓-12樓，15樓-20樓	B

(i) **優先認購住戶停車位**

(如買方已完成該物業的買賣交易)

可享有優先認購該期數或海璇發展項目其他(地政總署署長已發出預售樓花同意書的)期數內的一個住戶停車位的權利，詳情請參閱招標公告附錄1.4(a)；及

(ii) **使用住戶停車位的選擇權**

(如買方未完成該物業的買賣交易但已使用第4段所述的提前入住及延後交易優惠)

可享有獲許可使用該期數或海璇發展項目的第1B期其他期數內的一個賣方不時編配的住戶停車位的選擇權，詳情請參閱招標公告附錄1.4(b)。

(b) 購買列於以下表2內任何一個住宅物業之買方:-

表2

座數	樓層	單位
1	17樓、18樓	A
2	19樓、20樓	A
3	21樓、22樓	A
5	21樓、22樓	A

(i) **優先認購住戶停車位**

(如買方已完成該物業的買賣交易)

可享有優先認購該期數或海璇發展項目的第1B期其他(地政總署署長已發出預售樓花同意書的)期數內的不多於兩個住戶停車位的權利，詳情請參閱招標公告附錄1.4(a)；及

(ii) **使用住戶停車位的選擇權**

(如買方未完成該物業的買賣交易但已使用第4段所述的提前入住及延後交易優惠)

可享有獲許可使用該期數或海璇發展項目的第1B期其他期數內的不多於兩個賣方不時編配的住戶停車位的選擇權，詳情請參閱招標公告附錄1.4(b)。

### 第 III 部分 其他資料

1. 視乎買方於其要約表格所選擇的贈品、財務優惠或利益，買方可享有由賣方提供或安排的相關贈品、財務優惠或利益。如正式合約因任何原因終止或取消，則由賣方提供或安排的贈品、財務優惠或利益將無效。
2. 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布之指引而變更。詳情請向有關銀行查詢。
3. 所有提供予買方的贈品、財務優惠或利益予僅對買方有效，且買方無權向任何其他人仕出讓或以任何方式轉讓任何該等贈品、財務優惠或利益。賣方有絕對酌情權決定買方是否符合資格可獲得該等贈品、財務優惠或利益。賣方亦保留解釋該等贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。
4. 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，買方收到要求後須立即退回相關現金回贈予賣方。
5. 由賣方之指定財務機構提供的任何貸款，其最高貸款金額、息率及條款僅供參考，買方實際可獲得的貸款金額、息率及條款須視乎指定財務機構的獨立批核結果而定，而且可能受法例及政府、香港金融管理局、銀行及相關監管機構不時發出之指引、公布、備忘等（不論是否對指定財務機構有約束力）影響。買方必須提供指定財務機構所要求的資料及文件，否則貸款將不會獲批核。
6. 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。

#### 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/我們 [ 須/ 毋須] 繳付買家印花稅。
- (b) 從價印花稅的劃一 15% 稅率 [ 適用/ 不適用] 於本人/我們購買的該物業。
- (c) 本人/我們各人在購入該物業時是 [ 代表自己行事及並不代表任何其他人/ 代表他人行事]。

本人/我們確認，不論招標文件所載的任何規定，如本人/我們於本第 5 節的聲明並不真確、不準確或具有誤導成份，賣方及賣方指定財務機構各有絕對酌情權決定調整根據本附表 1 第 4 節向本人/我們提供的印花稅現金回贈（如有）及印花稅過渡性貸款（如有）的金額或取消本人/我們獲得印花稅現金回贈（如有）及印花稅過渡性貸款（如有）的權利。

**第6A節 – 中介人(如適用)**

本人／我們經以下中介人\*介紹而提交本投標書：

\*填寫於下方的中介人僅應是經由賣方委託的銷售代理人。請向賣方查詢其銷售代理人的資料。

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(僅於以上有指明中介人時適用)

本人／我們聲明及確認如下：

- (a) 中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、陳述或承諾，無論在任何情況下賣方均無須就中介人所作出的任何協議、陳述或承諾向買方、中介人或任何其他人士負責；
- (b) 賣方及其職員並無亦不會直接或間接向買方收取(i)除該物業樓價及修訂正式合約的行政費外的任何費用或佣金、(ii)任何資料或(iii)任何副本文件。如有任何人士以賣方僱員或代理人之名義在買方購買該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；及
- (c) 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的條款及細則進行。

**第6B節 – 沒有中介人(如適用)**

本人／我們聲明及確認如下：

- (a) 賣方沒有就該物業的銷售委託任何銷售代理人；
- (b) 賣方或新鴻基地產(銷售及租賃)代理有限公司沒有就招標文件或其任何部份作出任何陳述、協議或承諾（不論口頭或書面）；及
- (c) 賣方及其職員並無亦不會直接或間接向買方收取(i)除該物業樓價及修訂正式合約的行政費外的任何費用或佣金、(ii)任何資料或(iii)任何副本文件。如有任何人士以賣方僱員或代理人之名義在買方購買該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。

**第7節 – 與賣方關係的聲明(†請別適用者)**

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8節 – 遞交清單**

以下文件遞交給賣方(詳情見招標公告第 2.8 段)：

- 1.  已填妥、填上日期及簽署的招標文件及要約表格
- 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. 由投標者填妥並簽署的要約表格附件中的文件：
  - (1)  投標物業的量度尺寸(未有填上日期)
  - (2)  對買方的警告(未有填上日期)
  - (3)  關於印花稅的確認書(未有填上日期)
  - (4)  關於開放式廚房及消防喉轆的確認書(未有填上日期)
  - (5)  關於吊船操作的確認書(未有填上日期)
  - (6)  關於其他事項的確認書(未有填上日期)
  - (7)  個人資料收集聲明(未有填上日期)
  - (8)  新地會會員申請表格(如適用)(已填上日期)
  - (9)  (只適用於選擇印花稅優惠的投標者)關於印花稅現金回贈的信件(未有填上日期)
  - (10)  關於開放物業予有興趣買家參觀的確認信(未有填上日期)
  - (11)  賣方資料表格(未有填上日期)
  - (12)  關於參觀物業的確認信(未有填上日期)
- 6. 由投標者填妥並簽署的於售樓處領取的文件
  - (13)  關於按摩池的確認書(如適用)



## 要約表格附表 2

### 出售條款

1. 招標公告中定義的詞語用於本出售條款時具有相同意思，但以下另有定義的除外：

「發展項目」	指海璇發展項目。
「期數」	指發展項目的第 1B 期(期數中住宅發展項目稱為「海璇」)。
「本臨時合約」	指買方根據招標文件遞交要約表格，以及賣方根據招標文件的接納書而訂立的合約。
2. 要約表格(除要約表格附表 1 第 4 節的第 II 部份外)及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細則出售該物業，而買方須以樓價並按本臨時合約所載條款及細則購買該物業。
3. 買方須於簽署本臨時合約時向賣方支付相等於樓價的 5%的臨時訂金。
4. 買賣須於成交日的辦公時間(即指由上午 10 時起至同日下午 4 時 30 分為止期間)內，在賣方律師的辦事處完成。
5. 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。
6. 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。
7. 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。
8. 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。
9. 買方須於接納書的日期之後的 5 個工作日內攜帶接納書到賣方律師的辦事處辦理下列手續(按：必須嚴守所訂日期。)：(i)簽署賣方代表律師所訂定之標準正式合約；(ii)在簽署正式合約之同時交付本臨時合約上列明應付之款項；及(iii)同時交付第 22 條所載就正式合約應付之所有印花稅。
10. 如買方沒有在接納書的日期之後的 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。
11. 在正式合約當中，買方須與賣方協議如下—
  - (a) 如正式合約於日後以任何形式被取消，賣方有權保留臨時訂金；及

- (b) 除訂立按揭或押記外，買方不得於本買賣成交及簽立轉讓契之前提名任何人接受該物業之轉讓契，亦不得轉售該物業或以任何形式轉移正式合約之權益或訂立以以上為目的之任何協議。
12. 該物業的量度尺寸如下——見招標文件的《投標物業的量度尺寸》。
13. 該物業的買賣包括的裝置、裝修物料及設備如下——見出售條款的附表。
14. 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。
15. 買方確認已收到第 16 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。
16. 就上述第 15 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.
17. 本臨時合約只適用於買方本身，買方無權要求賣方與任何其他人訂立任何正式合約，亦無權將本臨時合約的利益轉讓予第三方。

18. 賣方並不接受買方的任何授權人、受托人或獲提名人代替買方本人簽署正式合約，除非該人為指定之獲授權人（但其授權不能有任何授權他人代替之權力）而其授權乃為指定權限並只限於以買方名義及代買方簽署正式合約。
19. 若買方亦聘用賣方之律師行為買方在該物業買賣之代表律師，賣方將承擔該律師行在處理正式合約及其後買方受益的轉讓契之法律費用。
20. 若買方選擇另聘律師代表其買入該物業，則買賣雙方須各自支付其在有關正式合約及其後的轉讓契之法律費用。
21. 買方律師有關擬備、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的法律費用及代墊付費用，全部由買方承擔及支付。
22. 有關本臨時合約及/或正式合約及/或其後的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)，一概由買方承擔及支付。
23. 一切圖則費用、有關業權之契約之核證副本包括圖則之費用、查冊費、註冊費及其他代墊付費用均須由買方承擔。一切有關該物業按揭之法律費用及代墊付費用，均由買方支付及承擔。
24. 如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
25. 買方須在賣方交吉該物業予買方時繳付管理人或賣方一切管理費按金、特別基金、泥頭清理費、預繳管理費及其他根據大廈公契之其他按金及費用，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。
26. 買方如有更改地址或電話，須以書面通知賣方。
27. 該物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。
28. 買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
29.
  - (a) 賣方和買方無意賦予任何第三者權利依據《合約（第三者權利）條例》(第 623 章)(「該條例」)強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。
  - (b) 本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章)的情況下。
  - (c) 若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(在該條例定義)可依據該條例強制執行任何該等條款時：
    - (i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於本臨時合約；及

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

30. 在本臨時合約中—

- (a) “**實用面積**” 具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
- (b) “**工作日**” 具有該條例第 2(1)條給予該詞的涵義；
- (c) 招標文件的《投標物業的量度尺寸》載列之(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) 招標文件的《投標物業的量度尺寸》載列之(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。

出售條款附表  
Schedule to Conditions of Sale

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

- External Wall  
外牆 : Curtain wall, aluminium framed windows and aluminium louvre.  
玻璃幕牆、鋁窗及鋁質百葉。
- Internal Wall  
內牆 : Emulsion paint where exposed for living room, dining room and bedrooms.  
客廳、飯廳及睡房內牆之外露牆身髹上乳膠漆。
- Internal Ceiling  
天花板 : Emulsion paint where exposed and gypsum board bulkhead are finished with emulsion paint for living room, dining room and bedrooms.  
客廳、飯廳及睡房外露天花髹上乳膠漆及石膏板假天花髹上乳膠漆。
- Internal Floor  
內部地板 : Floors are finished with engineered timber flooring for living room, dining room and bedrooms.  
客廳、飯廳及睡房鋪砌複合木地板。

For the following flats, floors are finished with natural stone for living room and dining room :

下列單位客廳及飯廳鋪砌天然石 :

Tower 1 Flat A on 17-18/F

第 1 座 17 樓至 18 樓 A 單位

Tower 2 Flat A on 19-20/F

第 2 座 19 樓至 20 樓 A 單位

Tower 3 Flat A on 21-22/F

第 3 座 21 樓至 22 樓 A 單位

Tower 5 Flat A on 21-22/F

第 5 座 21 樓至 22 樓 A 單位

Tower 5A Flat B on 21/F

第 5A 座 21 樓 B 單位

Tower 5A Flat A on 22/F

第 5A 座 22 樓 A 單位

Tower 6 Flat A and B on 22-23/F

第 6 座 22 樓至 23 樓 A 及 B 單位

For the following flats, floors are finished with reconstituted stone for living room :

下列單位客廳鋪砌人造石 :

Tower 5A Flat A, B, D, E and F on 3/F, 5-12/F, 15-20/F

第 5A 座 3 樓, 5 樓至 12 樓, 15 樓至 20 樓 A, B, D, E 及 F 單位

Tower 5A Flat A, D, E and F on 21/F

第 5A 座 21 樓 A, D, E 及 F 單位

Tower 5A Flat D, E and F on 22/F

第 5A 座 22 樓 D, E 及 F 單位

Tower 6 Flat C, D, E, F, G and H on 3/F, 5-12/F, 15-21/F  
第 6 座 3 樓, 5 樓至 12 樓, 15 樓至 21 樓 C, D, E, F, G 及 H 單位  
Tower 6 Flat E, F, G and H on 22-23/F  
第 6 座 22 樓至 23 樓 E, F, G 及 H 單位

For the following flats, floors are finished with reconstituted stone for living room and dining room :

下列單位客廳及飯廳鋪砌人造石：

Tower 5A Flat C on 3/F, 5-12/F, 15-20/F  
第 5A 座 3 樓, 5 樓至 12 樓, 15 樓至 20 樓 C 單位

Tower 6 Flat A and B on 3/F, 5-12/F, 15-21/F  
第 6 座 3 樓, 5 樓至 12 樓, 15 樓至 21 樓 A 及 B 單位

Door  
門 : Timber door to be provided at flat entrance, bedroom, kitchen and bathroom.  
單位入口、睡房、廚房及浴室裝有木門。  
Glass door with aluminium frame for lavatory, balcony, utility platform, flat roof and roof (if applicable).  
洗手間、露台、工作平台、平台及天台 (如適用) 裝有鋁質框玻璃門。

For the following flats, glass panel with aluminium metal frame door to be provided at master bathroom :

下列單位主人浴室裝有鋁質框玻璃門：

Tower 1 Flat A on 17-18/F  
第 1 座 17 樓至 18 樓 A 單位

Tower 2 Flat A on 19-20/F  
第 2 座 19 樓至 20 樓 A 單位

Tower 3 Flat A on 21-22/F  
第 3 座 21 樓至 22 樓 A 單位

Tower 5 Flat A on 21-22/F  
第 5 座 21 樓至 22 樓 A 單位

For the following flats, aluminium framed glass door to be provided at kitchen :

下列單位廚房裝有鋁質框玻璃門：

Tower 6 Flat B on 22-23/F  
第 6 座 22 樓至 23 樓 B 單位

Bathroom  
浴室 : Sanitary fitment.  
潔具。  
Floor finished with natural stone where exposed.  
外露地板鋪砌天然石。  
Wall finished with natural stone, glass and stainless steel frame up to the level of false ceiling.  
牆壁鋪砌天然石，玻璃飾面及不銹鋼框至假天花。  
Ceiling with gypsum board bulkhead finished with emulsion paint.  
石膏板假天花髹上乳膠漆。

- Kitchen  
廚房
- : For Towers 1, 2, 3 and 5,  
第 1、2、3 及 5 座  
Tower 5A Flat B on 21/F,  
第 5A 座 21 樓 B 單位  
Tower 5A Flat A on 22/F,  
第 5A 座 22 樓 A 單位  
Tower 6 Flat A and B on 22-23/F,  
第 6 座 22 樓至 23 樓 A 及 B 單位  
Floor finished with natural stone where exposed.  
外露地板鋪砌天然石。  
Wall finished with natural stone up to the level of false ceiling.  
牆壁鋪砌天然石至假天花。  
Ceiling with gypsum board bulkhead finished with emulsion paint.  
石膏板假天花髹上乳膠漆。  
Cooking bench in reconstituted stone.  
灶台鋪砌人造石。
- For Tower 5A and 6 other units :  
第 5A 及 6 座其他單位 :  
Floor finished with reconstituted stone where exposed.  
外露地板鋪砌人造石。  
Wall finished with glass and mirror up to the level of false ceiling.  
牆壁鋪砌玻璃及鏡飾面至假天花。  
Ceiling with gypsum board bulkhead finished with emulsion paint.  
石膏板假天花髹上乳膠漆。  
Cooking bench in reconstituted stone.  
灶台鋪砌人造石。
- Other Provisions  
其他設施
- : Air conditioner for living room, dining room and all bedrooms.  
客廳、飯廳及所有睡房裝有冷氣機。  
Cooker-hob, Cooker hood, refrigerator, washer dryer.  
煮食爐、抽油煙機、雪櫃、洗衣乾衣機。  
Gas water heater to be provided for Tower 1, 2, 3 and 5.  
第 1、2、3 及 5 座裝有煤氣熱水爐。  
Electrical water heater to be provided for Tower 5A and 6.  
第 5A 及 6 座裝有電熱水爐。

## Annex to Offer Form

### 要約表格附件

*(The Annex does not form part of the Offer Form. However, the Tenderer should note that documents marked with “#” should be signed and submitted together with the Offer Form, and documents marked with “\*” should be signed and submitted together with the Offer Form if applicable.)*

*(附件不屬於要約表格的一部份。然而，投標者須簽署以下標有“#”號的文件並連同要約表格一併遞交及(如適用)須簽署以下標有“\*”號的文件並連同要約表格一併遞交。)*

1. Measurements of the Tendered Property #  
投標物業的量度尺寸 #
2. Warning to Purchasers #  
對買方的警告 #
3. Acknowledgement Letter Regarding Stamp Duty #  
關於印花稅的確認書 #
4. Acknowledgment Letter Regarding Open Kitchen and Hose Reel #  
關於開放式廚房及消防喉轆的確認書 #
5. Acknowledgement Letter Regarding Operation of Gondola #  
關於吊船操作的確認書 #
6. Acknowledgement Letter Regarding Miscellaneous Matters #  
關於其他事項的確認書 #
7. Personal Information Collection Statement #  
個人資料收集聲明 #
8. SHKP Club Membership Form \*  
新地會會員申請表格 \*
9. (For Tenderer electing Stamp Duty Offer(s) only) Letter Regarding Stamp Duty Cash Rebate \*  
(只適用於選擇印花稅優惠的投標者)關於印花稅現金回贈的信件 \*
10. Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers #  
關於開放物業予有興趣買家參觀的確認信 #
11. Vendor's Information Form #  
賣方資料表格 #
12. Acknowledgement Letter Regarding Viewing of Property #  
關於參觀物業的確認信 #
13. (If applicable) Acknowledgement Letter Regarding Jacuzzi \*  
(如適用) 關於按摩池的確認書 \*

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Phase 1B (the "Phase") of Victoria Harbour Development (the "Development") 海璇發展項目(「發展項目」)的第1B期(「期數」)		
Address 地址	Victoria Harbour, 133 Java Road, Hong Kong 香港渣華道 133 號海璇		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. /Passport/ B.R. No. 身份證 /護照/ 商業登記證號碼			
Date 日期			

本物業的量度尺寸如下—

The measurements of the Property are as follows—

- (a) 本物業的實用面積為 \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎，其中—  
the saleable area of the Property is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet of which—  
\_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎為露台的樓面面積；  
\_\_\_\_\_ square metres/ \_\_\_\_\_ square feet is the floor area of the balcony;  
\_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎為工作平台的樓面面積；  
\_\_\_\_\_ square metres/ \_\_\_\_\_ square feet is the floor area of the utility platform;

(b) 其他量度尺寸為— other measurements are—

- \*平台的面積為 \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎；  
the area of the flat roof is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet;  
\*天台的面積為 \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎；  
the area of the roof is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet;  
\*梯屋的面積為 \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎；  
the area of the stairhood is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet;

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

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

Signed by the Purchaser(s) 買方簽署

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Phase 1B (the "Phase") of Victoria Harbour Development (the "Development") 海璇發展項目(「發展項目」)的第 1B 期(「期數」)		
Address 地址	Victoria Harbour, 133 Java Road, Hong Kong 香港渣華道 133 號海璇		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. /Passport/ B.R. No. 身份證 /護照/ 商業登記證號碼			
Date 日期			

**WARNING TO PURCHASERS**  
**PLEASE READ CAREFULLY**

**對買方的警告**  
**買方請小心閱讀**

- (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  
公曆                    年                    月                    日

Signed by the Purchaser(s) 買方簽署

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

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Phase 1B (the " <b>Phase</b> ") of Victoria Harbour Development (the " <b>Development</b> ") 海璇發展項目(「 <b>發展項目</b> 」)的第 1B 期(「 <b>期數</b> 」)		
Address 地址	Victoria Harbour, 133 Java Road, Hong Kong 香港渣華道 133 號海璇		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼			
Date 日期			

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

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

**Ad Valorem Stamp Duty under the Stamp Duty (Amendment) Ordinance 2018 and the Stamp Duty (Amendment) (No.2) Ordinance 2018**

**《2018 年印花稅(修訂)條例》及《2018 年印花稅(修訂)(第 2 號)條例》之從價印花稅稅率**

1. 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 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 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，在香港沒有擁有任何其他住宅物業)，均須繳付以「新稅率」計算的從價印花稅。

2. The Stamp Duty (Amendment) (No.2) Ordinance 2018 was gazetted on 20 April 2018 (the "**2018 Amendment (No.2) Ordinance**") with retrospective effect from 12 April 2017. Under the 2018 Amendment (No.2) Ordinance, unless specifically exempted or otherwise provided in the law, acquisition of more than 1 residential property under a single instrument executed on or after 12 April 2017 will be subject to the AVD at New Rate, even if the purchaser is a Hong Kong permanent resident 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(修訂)(第 2 號)條例 2018》(「**2018(第 2 號)修訂條例**」)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。根據 2018(第 2 號)修訂條例，除獲特定豁免或另有法律規定外，於 2017 年 4 月 12 日或之後簽立以買賣或轉讓住宅物業的文書，即使買方是代表自己行事，且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，均須繳付以「新稅率」計算的從價印花稅。

3. There is no change to the circumstances under which AVD at Scale 2 rates is applicable or AVD is exempted. For details of the applicable exemptions to AVD at New Rate, please browse the Inland Revenue Department website ([www.ird.gov.hk](http://www.ird.gov.hk)). 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。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](http://www.ird.gov.hk))。

**Procedures to be followed by the Purchaser who does not apply for the Stamp Duty Transitional Loan under Section 4 of the First Schedule to the Offer Form**

**不申請要約表格附表 1 的第 4 節中印花稅過渡性貸款之買方須遵守的程序**

4. 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 his/her 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)及附上他/她的香港身份證副本。
  - (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。
5. 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 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買賣合約簽立日期後 30 天內繳交。

**Procedures to be followed by the Purchaser who applies for the Stamp Duty Transitional Loan under Section 4 of the First Schedule to the Offer Form**

**申請要約表格附表 1 的第 4 節中印花稅過渡性貸款之買方須遵守的程序**

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

**Other Matters**  
**其他事項**

7. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.  
本人/我們確認及知悉，若本人/我們不能全數或準時支付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，本人/我們須就此向賣方作出十足的彌償。
8. I/We understand that I/we shall be solely responsible for ascertaining whether I/we am/are HKPR, subject to the BSD and subject to the AVD at New Rate.  
本人/我們明白，本人/我們有責任確定本人/我們是否香港永久性居民、是否需要繳付「買家印花稅」及是否需要繳付以「新稅率」計算的「從價印花稅」。
9. I/We acknowledge and agree that I/we shall pay all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by me/us or any third party (if applicable) if I/we claim exemption from BSD or AVD at New Rate, as the case may be.  
本人/我們知悉及同意，若本人/我們有意申請豁免「買家印花稅」或豁免以「新稅率」計算的「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代墊付費用。

10. I/We acknowledge that this letter does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt. 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.  
本信件不構成你們給予本人／我們任何意見或陳述。本人／我們明白如有疑問，本人／我們應徵詢專業人士之意見。印花稅署署長對於以第 2 標準稅率計算的「從價印花稅」是否適用於本人／我們及／或本人／我們是否可獲豁免「買家印花稅」有決定權。
11. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.  
本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。
12. The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.  
本信件中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signed by the Purchaser(s) 買方簽署

**Acknowledgement Letter Regarding Open Kitchen and Hose Reel****關於開放式廚房及消防喉轆的確認書**

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Phase 1B (the "Phase") of Victoria Harbour Development (the "Development") 海璇發展項目(「發展項目」)的第 1B 期(「期數」)		
Address 地址	Victoria Harbour, 133 Java Road, Hong Kong 香港渣華道 133 號海璇		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. /Passport/ B.R. No. 身份證 /護照/ 商業登記證號碼			
Date 日期			

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

本人／吾等，下方簽署人，特此知悉及確認，本人／吾等在簽署臨時買賣合約前明白和接納：

**A. Open Kitchen (the provisions in this Part A are only applicable to property with open kitchen)**  
**開放式廚房(本 A 部分的條款僅適用於有開放式廚房的物業)**

- I/We shall be responsible for maintenance and annual inspection of the fire service installations within the Property at my/our own costs and expenses.  
本人／吾等將會自費負責保養及每年檢查本物業內的消防裝置。
- I/We shall not remove, tamper or obstruct (i) the sprinkler heads provided to cover the entire open kitchen area of the Property; (ii) the addressable smoke detectors and alarm bells provided at the living area inside the Property; (iii) the addressable smoke detectors provided at the common corridor and lobby outside the Property; and (iv) the FRR Wall (if any) (as defined in the Deed of Mutual Covenant and Management Agreement) ("DMC") of the Property.  
本人／吾等不得拆除、擅自改動或阻礙 (i) 在本物業提供用以覆蓋整個開放式廚房範圍的消防花灑頭；(ii) 在本物業內的客廳範圍提供的定址式消防煙霧偵測器及警鐘；(iii) 在本物業外的公用走廊及大堂提供的定址式消防煙霧偵測器；及 (iv) 本物業的耐火等級牆(如有)(其定義見發展項目大廈公契及管理協議(「公契」))。
- I/We shall allow the Manager and the registered fire services installation contractor(s) to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into the Property to carry out (at the cost and expense of the relevant Owner) maintenance and annual check of the fire service installations.  
本人／吾等須容許管理人及註冊消防裝置承辦商在事先給予合理通知(緊急情況除外)後，聯同或不聯同工人、承辦商及其他人士在帶同或無帶同設備及器具下於所有合理時間進入本物業，藉以對消防裝置進行保養及年度檢查(費用及開支由相關業主承擔)。
- In the event that I/we part with possession of the Property, I/we shall procure the tenant, licensee or occupier (as the case may be) to comply with the Fire Safety Management Plan (as defined in the DMC), in particular the fire safety provisions set out herein, and make it a condition in the relevant agreement (if any).  
若本人／吾等不再管有本物業時，本人／吾等會促使租客、被許可人或佔用人(視情況而定)遵守消防安全管理計劃(其定義見公契)，尤其是本函所列的消防安全設施，並將此規定列為相關租約(如有)的一項條件。
- The costs and expenses incurred by the Manager and/or the registered fire service installation contractor(s) for the maintenance and annual inspection of the fire services installations for the Property shall be borne by me/us on demand. For the avoidance of doubt, such annual and regular inspection costs and expenses do not form part of the management fees.  
本人／吾等會應要求承擔管理人及／或註冊消防裝置承辦商對本物業的消防裝置進行保養及年度檢查所產生的費用及開支。為免疑問，該年度檢查費用及開支並不構成管理費的一部份。

6. I/We agree 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。

**B. Hose Reel (the provisions in this Part B are only applicable to property with hose reel)**  
**消防喉轆(本 B 部分的條款僅適用於有消防喉轆的物業)**

1. I/We shall be responsible for maintenance and annual inspection of the hose reel within the Property at my/our own costs and expenses.  
本人／吾等將會自費負責保養及每年檢查本物業內的消防喉轆。
2. I/We shall not remove, tamper or obstruct the hose reel within the Property.  
本人／吾等不得拆除、擅自改動或阻礙本物業內的消防喉轆。
3. I/We shall allow the Manager and the registered fire services installation contractor(s) to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into the Property to carry out (at the cost and expense of the relevant Owner) maintenance and annual check of the hose reel.  
本人／吾等須容許管理人及註冊消防裝置承辦商在事先給予合理通知（緊急情況除外）後，聯同或不聯同工人、承辦商及其他人士在帶同或無帶同設備及器具下於所有合理時間進入本物業，藉以對消防喉轆進行保養及年度檢查（費用及開支由相關業主承擔）。
4. In the event that I/we part with possession of the Property, I/we shall procure the tenant, licensee or occupier (as the case may be) to comply with the provisions set out in this Part B, and make it a condition in the relevant agreement (if any).  
若本人／吾等不再管有本物業時，本人／吾等會促使租客、被許可人或佔用人（視情況而定）遵守本B部分的規定，並將此規定列為相關租約（如有）的一項條件。
5. The costs and expenses incurred by the Manager and/or the registered fire service installation contractor(s) for the maintenance and annual inspection of the hose reel for the Property shall be borne by me/us on demand. For the avoidance of doubt, such annual and regular inspection costs and expenses do not form part of the management fees.  
本人／吾等會應要求承擔管理人及／或註冊消防裝置承辦商對本物業的消防喉轆進行保養及年度檢查所產生的費用及開支。為免疑問，該年度檢查費用及開支並不構成管理費的一部份。
6. I/We agree 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。

**C. Others**  
**其他**

1. The parties do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “CRTPO”) and agree that this letter shall be excluded from the application of the CRTPO. 雙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。
2. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the above.  
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事項。
3. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.  
如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

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

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Phase 1B (the " <b>Phase</b> ") of Victoria Harbour Development (the " <b>Development</b> ") 海璇發展項目(「 <b>發展項目</b> 」)的第 1B 期(「 <b>期數</b> 」)		
Address 地址	Victoria Harbour, 133 Java Road, Hong Kong 香港渣華道 133 號海璇		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼			
Date 日期			

1. I/We, the undersigned, hereby acknowledge and are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that:-

本人/吾等，即下方簽署人，特此確認本人/吾等簽署本物業的臨時買賣合約前已清楚明白以下事項：

(a) Under the approved form of Deed of Mutual Covenant and Management Agreement (the "**DMC**") in respect of the Development :-

按照發展項目核准版本的大廈公契及管理協議(「**公契**」)的規定：

(i) In respect of any roof, flat roof and/or roof terrace forming part of a Residential Unit, 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, flat roof and/or roof terrace or the parapet walls of the roof, flat roof and/or roof terrace 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 the Residential Unit shall not be unreasonably affected or prejudiced thereby Provided further that the Manager shall make good any damage caused thereby and ensure that the least disturbance is caused.

對於構成住宅單位一部分的任何天台、平台及/或天台平台，管理人有權在任何時候按其決定將履帶式伸縮吊臂吊船及/或任何吊臂、吊艇架臂、其他設備或管理裝置(在公契統稱為「吊船」，該詞包括所有吊臂、托架、鉸鏈、立柱或其他相關設備)在該天台、平台及/或天台平台或天台、平台及/或天台平台護牆的上空部分伸展、運作、操作、移動和接近及/或進入或局部進入該上空，藉以服務、清潔、加強、保養、維修、翻新、裝飾、改善及/或更換發展項目外部的任何部分，以及臨時停留在該上空一段必要期間以便對公用地方及設施的全部或任何部分進行檢查、重建、維修、翻新、保養、清潔、油漆或裝飾，但不得因此不合理地影響或阻礙該業主使用及享用住宅單位，以及管理人須修復任何因此造成的損壞和確保將滋擾減至最少。

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

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

(b) My/our enjoyment of the roof(s), flat roof(s), roof terrace(s), balcony(ies) and/or utility platform(s) (if any) and/or the parapet walls of the roof(s), flat roof(s), roof terrace(s), balcony(ies) and/or utility platform(s) (if any) pertaining to the Property may be adversely affected during the operation of the gondola in the course of the management and/or the maintenance of the Development by the Manager.

管理人在管理及/或維修發展項日期間操作吊船時，可能對本人/吾等享用屬於本物業的天台、平台、天台平台、露台及/或工作平台(如有)及/或天台、平台、天台平台、露台及/或工作平台的護牆(如有)造成不利影響。

2. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.

本人/吾等確認及聲明本人/吾等同意購入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。

3. The parties do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “**CRTPO**”) and agree that this letter shall be excluded from the application of the CRTPO.

雙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。

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

如本函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

**Acknowledgement Letter Regarding Miscellaneous Matters**  
**關於其他事項的確認書**

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Phase 1B (the "Phase") of Victoria Harbour Development (the "Development") 海璇發展項目(「發展項目」)的第 1B 期(「期數」)		
Address 地址	Victoria Harbour, 133 Java Road, Hong Kong 香港渣華道 133 號海璇		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼			
Date 日期			

1. I/We, the undersigned, hereby acknowledge and accept that I am/we 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，特此確認及接受，本人/吾等簽署本物業的臨時買賣合約前已清楚明白以下事項：  
-

- (a) General lighting will be provided on 2/F (P/F) of the Phase. The illumination of such lighting system may have impact on individual units.  
期數之 2 樓(平台)會裝設照明系統以供期數的照明。該等照明系統的照明對個別單位可能造成影響。
- (b) There are exposed pipes mounted at part of the flat roof of the residential units on 3/F (lowest residential floor) of each tower in the Phase.  
期數內的每座大廈的 3 樓(最低住宅樓層水平)的住宅單位的平台上裝設有外露喉管。
- (c) The owners shall maintain all ducts and pipes (whether located inside or outside the Property) serving exclusively the Property at his own costs and expenses.  
擁有人須自費保養專為本物業服務的所有管道及喉管(不論是位於本物業之內或之外)。
- (d) (i) The outdoor units of the split-type air-conditioning units of the Property (the "Outdoor Units") are owned by the owner of the Property served by them and the owner of the Property has the obligation to repair and maintain the Outdoor Units at his own costs and expenses.  
本物業之分體式冷氣機的室外機(「該室外機」)是由本物業之業主所擁有，且本物業業主有責任自費修理及保養該室外機。
- (ii) The maintenance of the Outdoor Units may require the erection and use of scaffoldings at the Common Areas and Facilities (as defined in the Deed of Mutual Covenant and Management Agreement of the Development (the "DMC")) of the Phase, or where scaffolding is not practicable, the use of gondola. The erection and use of scaffoldings and the use of gondola are subject to the provisions of the DMC and the House Rules (as defined in the DMC) and the prior written approval of the Manager (as defined in the DMC) and such charges and fees as may be imposed by the Manager.  
保養該室外機有可能需於期數內的公用地方及設施(定義見發展項目的大廈公共契約及管理合約(「該公契」))搭建及使用棚架，或當棚架不可行時，使用吊船。棚架的搭建及使用以及吊船的使用須依照該公契及大廈守則(定義見該公契)之規定，並且須獲管理人(定義見該公契)事先書面同意，業主同時須向管理人支付所徵收的收費與費用。
- (iii) If the use of the gondola is approved by the Manager, the owner shall engage the contractor approved by the Manager for the purpose (the "Approved Contractor") and pay the fees required by the Approved Contractor.

若吊船的使用獲管理人批准，擁有人將須僱用獲管理人批准的承包商（「獲批准承包商」），及須支付獲批准承包商所要求的費用。

- (e) For some residential units, the air-conditioner platform(s) outside the unit will be placed with air-conditioner outdoor unit(s) belonging to that unit and/or other residential units.  
部份住宅物業外的冷氣機平台將會放置屬於其單位及/或其他住宅物業的一部或多部冷氣機的室外機。
- (f) Multiple air-conditioner outdoor units will be placed at the common flat roofs of the residential towers.  
住宅大廈的公共平台將會放置多部冷氣機的室外機。
- (g) Due to the structural and building services design requirement, the false ceiling height (i.e. the height between the underside of any architectural bulkhead and/or false ceiling at the floor which the Property situates and the top surface of the floor of the Property) of different parts of the Property may vary. The Vendor will provide a false ceiling height plan (if applicable) in relation to the Property for my/our reference upon signing of the formal Agreement for Sale and Purchase by me/us.  
因應結構及大廈設施設計需要，本物業各部份的假天花高度(即本物業所處樓層之建築假陣及/或假天花底與本物業地台面之高度距離)有差異。賣方將於本人／吾等簽署正式買賣合約時提供一份有關本物業的假天花高度圖(如適用)以供本人／吾等參考。
- (h) I am/We are fully aware that, upon completion of the sale and purchase of the Property, “Furniture” will be provided in the Property on locations directed by the Vendor (Please see paragraph 7 in Section 4 of First Schedule to the Offer Form). I/We shall not make any objection to the design, colour or materials of the “Furniture”. In particular, the size, design, colour and materials of the cabinet (if any) in each residential property of the Phase of Development may vary and is subject to as-built condition. The Vendor will provide a plan (if applicable) showing the approximate locations of the “Furniture” for my/our reference upon signing of the formal Agreement for Sale and Purchase by me/us.  
本人／吾等清楚明白賣方將於本物業成交時於本物業內賣方指定位置提供『傢俱』(詳情見要約表格附表 1 的第 4 節第 7 段)。本人／吾等就『傢俱』的設計、顏色或物料均不得提出任何異議。特別是，發展項目期數各住宅物業內的組合櫃(如有)的大小、設計、顏色及物料均有不同，並以現場收樓狀況為準。賣方將於本人／吾等簽署正式買賣合約時提供一份顯示該『傢俱』的大約位置的圖則以供本人／吾等參考。
- (i) The Manager shall have power to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into all parts of the Development including all parts of any Unit (as defined in the DMC) (including but not limited to the Property) for the purposes of carrying out necessary repairs to any part or parts of the Development or the Common Areas and Facilities (including but not limited to the Common Areas and Facilities on 2/F (P/F), Transfer Plate and 3/F) or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners (as defined in the DMC); Provided That the Manager shall cause as little disturbance as possible and shall forthwith make good at the Manager's own costs and expenses any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors or workmen in the course of exercising the aforesaid rights.  
管理人有權聯同或不聯同工人、承辦商及其他人士在帶同或無帶同設備或器具下於所有合理時間在事先給予合理通知(緊急情況除外)後進入發展項目所有部份，包括任何單位(定義見該公契)(包括但不限於本物業)所有部份，以進行發展項目或公用地方及設施任何部份(包括但不限於 2 樓(平台)、轉換層及 3 樓的公用地方及設施)所需之維修或減除任何影響公用地方及設施或其他擁有人(定義見該公契)的危害或滋擾；惟管理人須將引致的騷擾盡可能減至最少，及須立即自行出資補救因而引起之任何損害，又須為管理人及其職員、承辦商或工人在行使上述權利過程中的疏忽、蓄意或刑事作為負責。
- (j) The maintenance personnel and workers may remain on the common flat roofs located adjacent to the residential units of the residential towers during the maintenance and repair of such common flat roofs.

保養人員及工人在保養及維修位於住宅大廈的住宅單位毗鄰的公用平台期間，可能停留在該等公用平台。

- (k) The facilities and completion date of the residents' clubhouse, recreational facilities and/or landscaped garden are subject to the final approval of Buildings Department, Lands Department and/or other relevant Government departments. The facilities in the residents' clubhouse, recreational facilities and/or landscaped garden may not be available for immediate use at the time of handover of the residential properties in the Phase. Further, some of the facilities of the clubhouse (i.e. Vici Gala, Queen's Pool, Arodagio Spa, Chill Yoga and a part of Harbour-V Fitness) form part of the subsequent phase(s) of the Development and such facilities will not be available for use until after completion of such subsequent phase(s) and satisfaction of all requisite requirements. The use or operation of some of the facilities and/or services may be subject to the consent or permit issued by the relevant Government departments or additional payment. The names of the residents' clubhouse, recreational facilities, landscaped garden and their facilities are promotional names appearing in promotional materials only. Such names will not appear in the DMC, Preliminary Agreement for Sale and Purchase, Agreement for Sale and Purchase, Assignment, or any other title documents.

住客會所、康樂設施及/或園景花園內的設施及落成日期以屋宇署、地政總署及/或其他相關政府部門之最終批核為準。住客會所、康樂設施及/或園景花園內的設施於期數住宅物業入伙時未必能即時啟用。再者，部份會所設施(即 Vici Gala、Queen's Pool、Arodagio Spa、Chill Yoga 及 Harbour-V Fitness 之一部份)屬於發展項目後續期數，該些設施不會供使用，直至該後續期數落成後及所有相關規定已獲符合。部份設施及/或服務的使用或操作可能受制於政府有關部門發出之同意書或許可證，或需額外付款。住客會所、康樂設施、園景花園及其內的設施名稱為推廣名稱，並僅於推廣資料中顯示，將不會在該公契、臨時買賣合約、買賣合約、轉讓契或其他業權契據中顯示。

2. The parties do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this letter shall be excluded from the application of the CRTPO. 雙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。
3. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge and accept of the above.  
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並接受上述事項。
4. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.  
如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

**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 ("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) handling your applications or requests for viewing of show flat(s) and gallery of property developments;
- (vi) facilitating property management and security;
- (vii) 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");
- (viii) marketing services, properties, property developments, products and other subjects (please see further details in "Use of Your Information in direct marketing" section below);
- (ix) conducting statistical research and analysis (the outcome of which will not reveal your identity);
- (x) communicating with you;
- (xi) investigating and handling complaints;
- (xii) preventing or detecting illegal or suspicious activities; and
- (xiii) making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.

**Transfer of Your Information**

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

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

**Use of Your Information in direct marketing**

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

In connection with direct marketing, we intend:

- (a) to use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;
- (b) to market the following classes of services and products to you:
  - (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 Personal Data Privacy Officer (PI) 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.

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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:

**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」)為提供服務及產品(包括處理閣下的物業交易),需要閣下不時向我們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為「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) 處理閣下就參觀示範單位及展館的申請或要求;
- (vi) 促進物業管理及保安;
- (vii) 就我們或新鴻基地產集團(「集團」)任何其他成員或由集團成員及合資夥伴成立的合資公司(「合資公司」)提供的服務、物業、物業發展項目或產品的質量進行調查(自願性質參與);
- (viii) 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);
- (ix) 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份);
- (x) 與閣下溝通;
- (xi) 調查及處理投訴;
- (xii) 預防或偵測非法或可疑活動;及
- (xiii) 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**

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

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

**在直接促銷中使用閣下資料**

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（包括停車位）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) 為慈善或非牟利用途的捐款或捐贈，或企業社會責任節目或活動；
- (c) 為換取金錢或其他財產，將以上(a)段所述的閣下資料提供予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。

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

### 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(PD)提出，其地址為香港灣道 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：

# SHKP Club Application Form



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

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

(\*) must be completed)

## Personal Details

Form fields for Personal Details including Name, Date of birth, Age Group, Marital Status, Education level, Present residential address, Home Telephone No., Mobile No., E-mail Address, and Personal Annual Income.

## Membership Type

Options for Membership Type: Ordinary Member (Aged 18 or over) and Star Member (Aged 18 or over and are buyers or tenants in an SHKP residential property).

## Eligibility for Membership

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

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

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

Form fields for Eligibility for Membership including In Hong Kong and Regions other than Hong Kong, and Name of Property, Block, Floor, Room / Flat.

Form fields for Eligibility for Membership including I am / have been the buyer of residential property and I am / have been the tenant of residential property.

- Note 1: Residential properties exclude car parking spaces, motor-cycle parking spaces or bicycle parking spaces within a residential development.
Note 2: First hand buyer means the purchaser under a sale and purchase agreement made with Sun Hung Kai Properties Limited or any of its subsidiaries or associate companies as vendor.
Note 3: Second hand buyer means purchaser other than First hand buyer. Both first hand buyer and second hand buyer are regarded as SHKP property owner.
Note 4: The relevant documentary evidence (excluding management fee deposit receipt, management fee receipt, and the like) are copies of the followings showing the applicant is / was a buyer of SHKP residential property:
First Hand Buyer/Second Hand Buyer under personal name (At least one of the following has to be produced.)
First Hand Buyer/Second Hand Buyer under company name: (Showing the applicant is one of that company's directors)

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

## Declaration

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

### Use of personal data in direct marketing

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

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

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

- phone (voice) phone (SMS, text, etc.) post

Signature and Date fields.

## Questionnaire<sup>A</sup>

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

Please tick all that interest.

1. SHKP Related information
 

a. <input type="checkbox"/> SHKP properties	b. <input type="checkbox"/> Insurance	c. <input type="checkbox"/> SHKP Malls	d. <input type="checkbox"/> Telecommunications	e. <input type="checkbox"/> Hotels
f. <input type="checkbox"/> Japanese Department Stores	g. <input type="checkbox"/> Others ( please specify _____ )			
2. Life
 

a. <input type="checkbox"/> Current affairs	b. <input type="checkbox"/> Home design& decoration	c. <input type="checkbox"/> Food & beverages	d. <input type="checkbox"/> Fashion	e. <input type="checkbox"/> Home maintenance & cleaning
f. <input type="checkbox"/> Wealth management	g. <input type="checkbox"/> Parents	h. <input type="checkbox"/> Car/Driving	i. <input type="checkbox"/> Reading and culture	j. <input type="checkbox"/> Beauty & fitness
k. <input type="checkbox"/> Electronic products/computers	l. <input type="checkbox"/> Health Information			
m. <input type="checkbox"/> Others (please specify _____ )				
3. Leisure and entertainment
 

a. <input type="checkbox"/> Pop music	b. <input type="checkbox"/> Travel	c. <input type="checkbox"/> Movies	d. <input type="checkbox"/> Sports	e. <input type="checkbox"/> Computer games
f. <input type="checkbox"/> Cooking	g. <input type="checkbox"/> Trend	h. <input type="checkbox"/> Pets	i. <input type="checkbox"/> Quality living	j. <input type="checkbox"/> Gardening
k. <input type="checkbox"/> Others ( please specify _____ )				
4. Property-related events / programs (Please tick all that interest you):
 

a. <input type="checkbox"/> New Hong Kong property previews	b. <input type="checkbox"/> New mainland property previews	c. <input type="checkbox"/> New clubhouse previews		
d. <input type="checkbox"/> Member / first-time buyer incentives	e. <input type="checkbox"/> Member / upgrader incentives	f. <input type="checkbox"/> Purchase referral programs		
g. <input type="checkbox"/> Mortgages	h. <input type="checkbox"/> Related legal issues	i. <input type="checkbox"/> Home design / renovation workshops		
j. <input type="checkbox"/> Home maintenance workshops			k. <input type="checkbox"/> Others (please specify _____ )	
5. How many residential properties do you own in Hong Kong?
 

a. <input type="checkbox"/> 0	b. <input type="checkbox"/> 1	c. <input type="checkbox"/> 2	d. <input type="checkbox"/> 3	e. <input type="checkbox"/> 4	f. <input type="checkbox"/> 5 or more
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6. If you were to buy a new residential property, would you sell all of your other residential property(ies) currently owned in HK, or assign them to your close relative(s) from the time of purchase and within 6 months after the estimated material date?
 

a. <input type="checkbox"/> Sell all	b. <input type="checkbox"/> Transfer them all to close relatives	c. <input type="checkbox"/> Neither	d. <input type="checkbox"/> Undecided	e. <input type="checkbox"/> Not applicable
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7. Are you or anyone in your household planning to buy a residential property in Hong Kong in the next two years? If so, would you / they be a first-time buyer?
 

Me: a. <input type="checkbox"/> Yes (first-time buyer / not first-time buyer)	b. <input type="checkbox"/> No	Others in the household: c. <input type="checkbox"/> Yes (first-time buyer / not first-time buyer)	d. <input type="checkbox"/> No
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8. What layout(s) would you consider when buying a residential property in the next two years?
 

a. <input type="checkbox"/> I plan to buy a residential property (tick all that apply):	( b. <input type="checkbox"/> Studio or 1-bedroom	c. <input type="checkbox"/> 2-bedroom	d. <input type="checkbox"/> 3-bedroom	e. <input type="checkbox"/> 4-bedroom or more )	f. <input type="checkbox"/> I'm not planning to buy
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Staff Only  _____ ( / / ) _____ ( / / )  On-site Checking: <input type="checkbox"/> Yes <input type="checkbox"/> No  Approve: <input type="checkbox"/> Accept <input type="checkbox"/> Reject
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No
Copy

### Terms & conditions of membership

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

#### MEMBERSHIP

The minimum age requirement for a Member is 18 years of age. All applications for and renewals of Membership shall be subject to the approval of the Club, which it may approve or not at its absolute discretion and without giving any reason therefor. Membership will be valid for such period as the Club may specify from time to time. Membership may be renewed for such period and in such manner at the absolute discretion of the Club. In particular and without prejudice to the generality of the foregoing, on renewal of Membership, Members shall upon request prove their eligibility to Membership to the Club's satisfaction and produce such documentary proof in support of the eligibility as the Club shall deem fit. Members have no voting right as to the constitution, operation or management of the Club nor any right in or any claim over any assets of the Club. Membership of the Club is non-transferable.

#### MEMBERSHIP CARD

Each Member will be issued a Membership card and a renewal Membership card (each, a "Club Card") by the Club upon acceptance of the Membership application and renewal of Membership. The Member must sign the Card immediately upon receiving the Card using the same signature as on the Application Form. The Card remains at all times the property of the Club and the Club reserves the right at any time to revoke the Card and/or terminate the Membership of any Member without giving any reason therefor and to require the Card to be returned to the Club upon request. The Card may only be used by the Member to whom the Card was issued and the Card is not transferable. The Card must be produced upon request as proof of Membership to enable the Member to enjoy the facilities and services offered to Members. If the Card is lost, damaged or stolen, it should be reported immediately to the Club. A charge may be imposed by the Club for the issuance of a replacement Card.

#### FACILITIES AND SERVICES

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

#### THE CLUB'S RESPONSIBILITIES

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

#### REIMBURSEMENT OF COST BY MEMBER

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

#### AMENDMENT OF TERMS AND CONDITIONS

The Club shall have absolute discretion and right to amend these Terms and Conditions from time to time and may notify Members of such amendments in any manner it considers fit. The Member will be bound by such amendments unless his/her Card is returned to the Club for cancellation before the date specified in the notification upon which the amendments are to take effect.

#### RESIGNATION

Any Member who wishes to resign from his/her Membership shall give to the Club at least 7 days advance notice in writing to that effect. The Card must be surrendered to the Club together with the resignation notice by registered mail.

#### EXPULSION OF MEMBERS

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

#### TERMINATION OF OPERATION OF THE CLUB

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

#### PERSONAL INFORMATION COLLECTION STATEMENT

Each applicant for Membership is required to supply all the personal data and other information requested in the Application Form (except those specified to be not obligatory) in order to enable the Club to consider his/her application. Failure to do so may result in the Club being unable to process the application. If the application is successful, further personal data and information may be collected during the period when a Member's Membership continues.

Personal data and information relating to an applicant or Member may be used by the Club to facilitate or in connection with any or all of the following purposes:

- (a) processing application for Membership;
- (b) verification of information supplied to the Club;
- (c) researches and/or analysis by the Club and/or any Sun Hung Kai Properties Group members;
- (d) providing information related to Sun Hung Kai Properties Group including the products, facilities, services and other privileges, benefits and other advantages from time to time offered by Sun Hung Kai Properties Group to the Members and rallying and arranging for the same to be provided (see also Use of Personal Data in Direct Marketing);
- (e) evaluating and improving the facilities, services and/or products offered to Members or customers generally by the Club and/or Sun Hung Kai Properties Group;
- (f) facilitating communications between Members and the Club and encouraging feed-back from Members on their needs and expectations of facilities, services and/or products offered by the Club and/or Sun Hung Kai Properties Group;
- (g) in order to determine the Member's eligibility to any products, facilities, services and other privileges, benefits and other advantages offered by the Club and Sun Hung Kai Properties Group and consider what may best suit the Member's needs, comparing the Member's personal information with all personal information concerning the Member previously provided to Sun Hung Kai Properties Group;
- (h) meeting any requirements to make disclosure under any applicable law;
- (i) any other purpose which an applicant or Member may from time to time agree.

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

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

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

Each Member has the right to request access to and correction of any of his/her personal data in accordance with the provisions of the Personal Data (Privacy) Ordinance (Cap.486). Any data access request or data correction request may be made to our Data Protection Officer at its office situated at 45/F., Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Tel. 852 - 2828 7878 Fax. 852 - 2827 8804 Email shkpclub@shkp.com).

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

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

#### APPLICABLE LAW

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

#### GOVERNING VERSION

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



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

請別選有興趣之項目

1. 有關新鴻基地產資訊

- a.  樓盤
- b.  保險
- c.  商場
- d.  電訊
- e.  酒店
- f.  日式百貨
- g.  其他 (請註明: \_\_\_\_\_)

2. 生活

- a.  時事
- b.  家居設計及擺設
- c.  飲食
- d.  潮流服飾
- e.  家居保養及清潔
- f.  財富管理
- g.  親子
- h.  汽車/駕駛
- i.  文化閱讀
- j.  美容/健身
- k.  電子產品/電腦
- l.  健康資訊
- m.  其他 (請註明: \_\_\_\_\_)

3. 娛樂消閒

- a.  流行音樂
- b.  旅遊
- c.  電影
- d.  體育
- e.  電腦遊戲
- f.  烹飪
- g.  潮流
- h.  寵物
- i.  優質生活介紹
- j.  園藝
- k.  其他 (請註明: \_\_\_\_\_)

4. 請別選你有興趣的物業相關活動及優惠 (可別選多於一項):

- a.  參觀香港新樓盤
- b.  參觀內地新樓盤
- c.  參觀新樓會所
- d.  會員首次置業優惠
- e.  會員換樓置業優惠
- f.  推薦親友置業計劃
- g.  置業按揭服務/資訊
- h.  置業法律知識講座/資訊
- i.  家居設計/裝修工作坊
- j.  家居保養工作坊
- k.  其他置業服務及活動(請註明: \_\_\_\_\_)

5. 請問您現時在香港持有多少個住宅物業?

- a.  0
- b.  1
- c.  2
- d.  3
- e.  4
- f.  5或以上

6. 如購買了新建住宅物業，請問你會否在購入新住宅物業至入伙後六個月期間，出售現時所有在香港的其他住宅物業，或全部轉讓給近親?

- a.  會，全部出售
- b.  會，全部轉讓給近親
- c.  不會
- d.  未決定
- e.  不適用

7. 請問你及同住親友有否打算於未來兩年內在香港自置住宅物業? 如有，請別選是否首置。

- 本人: a.  有 (是/否首置)
- b.  沒有
- 同住親友: c.  有 (是/否首置)
- d.  沒有

8. 如有打算置業，請別選出未來置業所選擇之間隔

- a.  有 (可別選多於一項: b.  開放式或1房 c.  2房 d.  3房 e.  4房或以上) f.  沒有

職員專用	( / / )
現場審查: <input type="checkbox"/>	編號 _____
批核: <input type="checkbox"/> 接納	<input type="checkbox"/> 不接納

編號	
副本	

### 會員守則

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

#### 會籍

會員必須年滿 18 歲。所有會籍申請或續期須經本會批准；本會有絕對酌情權批准或不批准有關申請及續期，無須作任何解釋。會籍的有效期為本會不時指定的年期。本會有絕對酌情權按照任何期限或方式延續會籍。在對上述條文沒有任何影響的情況下，當會員會籍續期時，會員必須應本會要求，證明其符合本會會員之資格，並提交本會所須之證明文件，以供批核。會員對本會之組織、運作或管理無投票權，亦對本會之任何財產無任何權利或追索權。本會之會籍不得轉讓。

#### 會員證

每位會員於其會籍申請及續期被接納後，將獲本會發出一張會員證及延續會員證(各自簡稱「會員證」)。新會員於收到會員證後應立即於證上簽署，而會員證上之簽名須與申請表上之簽名相同。會員證在任何情況下均為本會之財物，本會有權隨時撤銷該證之效力及/或終止會員之會籍，而無須給予任何理由。本會亦有權要求會員歸還會員證予本會。會員證只供獲發該證之會員使用，不得轉讓。會員於享用本會所提供之設施及服務時，須於被要求時出示會員證作為其會籍的證明。倘若會員證遺失、損壞或被竊，須立即通知本會。本會補發新證，可收取費用。

#### 設施及服務

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

#### 本會之責任

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

#### 會員償付費用

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

#### 更改會員守則

本會有絕對酌情權不時更改本會會員守則，並以其認為合適之任何方式通知會員任何上述之更改。除非會員證在更改生效並載明於向會員通知之日期前被歸還本會以便註銷，否則會員須受該等已更改之守則約束。

#### 退會

任何打算退出會籍之會員應於最少 7 日前以書面預先通知本會，表明其意向，並將會員證隨同退會通知，以掛號函件寄回本會。

#### 開除會籍

本會倘若認為任何會員之行為對本會有損或與本會之利益相連或違反任何會員守則，本會可開除有關會員於本會之會籍，而本會之決定為最後及終局性的。被開除會籍之會員停止擁有會籍所授予之任何權利、福利或優惠，而且不再享有本會提供之設施及服務。被開除會籍之會員於收到開除會籍之通知後須立即向本會交還會員證。

#### 本會終止運作

新地會有限公司有絕對酌情權於任何時候終止本會之運作而無須向會員發出通告或給與任何理由。於本會之運作被終止以後，會員之一切權利及優惠即告終止，而全部會員應在接到本會運作終止之通知後立即向本會交還會員證。於任何情況下，會員不得亦不能因本會終止運作而向本會、新地會有限公司之董事、股東或管理人員提出任何性質或在任何情況下引致之索償或要求。

#### 個人資料收集聲明

每一位申請會籍之人士必須提供此申請表格內所要求之全部個人資料及其他資料(訂明非必須提供者除外)，以便本會考慮其申請。若申請人未能根據要求向本會提供該等資料，可能導致本會無法處理有關申請。如申請獲批准，在會員之會籍有效期間，本會可收集進一步之個人資料及其他資料。

申請人或會員之個人資料及其他資料可被本會用作促進或與下列有關之所有或任何用途：

- (a) 處理會籍之申請；(b) 核實提供予本會之資料；(c) 為本會及/或新鴻基地產進行研究及/或分析；(d) 不時向會員提供關於新鴻基地產集團的資訊，包括新鴻基地產集團為會員提供的產品、設施、服務及其他優惠、獎賞及其他得益的資訊並且為會員匯集及安排該等產品、設施、服務及其他優惠、獎賞及其他得益 (參閱使用個人資料作直接促銷)；(e) 就本會及/或新鴻基地產集團對會員或一般顧客所提供的設施、服務及/或產品，及作出評估及改進；(f) 促進會員與本會間的溝通，並鼓勵會員就其對本會及/或新鴻基地產集團之設施、服務及/或產品之需要及期望作出回應；(g) 為確定會員享用本會及新鴻基地產集團產品、設施、服務及其他優惠、獎賞及其他得益的資格，並考慮會員的需要，而將會員個人資料與會員先前提供給新鴻基地產集團的所有個人資料加以比較；(h) 履行任何適用法律下要求披露之規定；(i) 任何經申請人或會員不時同意之其他用途。

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

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

閣下提供之個人資料將只會被披露或轉移往與上述目的相關及合理而必要之單位。

每一位會員均有權根據《個人資料(私隱)(修訂)條例》(第 486 章)的規定，要求查閱或更正閣下之個人資料。如有任何查閱或更正資料要求，可向本會資料保障主任提出，其辦事處位於香港灣仔道 30 號新鴻基中心 45 樓。(電話：852-2828 7878 傳真：852-2827 8804 電郵：shkclub@shkp.com)

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

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

#### 適用法律

本守則受香港特別行政區法律管轄並按香港特別行政區法律解釋。

#### 管轄文本

本守則之英文文本及中文文本在文義上如有任何歧異，概以英文文本為準。

**Letter Regarding Stamp Duty Cash Rebate**  
**關於印花稅現金回贈的信件**

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Phase 1B (the "Phase") of Victoria Harbour Development (the "Development") 海璇發展項目(「發展項目」)的第 1B 期(「期數」)		
Address 地址	Victoria Harbour, 133 Java Road, Hong Kong 香港渣華道 133 號海璇		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼			
Date 日期			

**To 致: The Purchaser 買方**

1. We, Choice Win (H.K.) Limited, refer to your purchase of the Property under a preliminary agreement for sale and purchase (the "Preliminary Agreement").  
本公司彩榮(香港)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, a Stamp Duty Cash Rebate which amount shall be equal to (subject to a cap of 10.5% of the Purchase Price) 70% of the ad valorem stamp duty chargeable on the Agreement.  
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), 向閣下提供印花稅現金回贈金額(上限為樓價的 10.5%)相等於就正式合約應付的從價印花稅的 70%。
- 2A. For the purpose of calculating the amount of the Stamp Duty Cash Rebate, the amounts of ad valorem stamp duty and (if applicable) buyer's stamp duty chargeable on the Agreement shall mean (A) the amounts of ad valorem stamp duty and (if applicable) buyer's stamp duty calculated by reference to your declaration made at the end of this letter and (B) the amounts of ad valorem stamp duty and (if applicable) buyer's stamp duty actually charged by the Stamp Office, whichever is the lower.  
為計算印花稅現金回贈的金額, 就正式合約應付的從價印花稅及(如適用)買家印花稅的款額指(A) 參照閣下於本信件尾段作出的聲明計算的從價印花稅和(如適用)買家印花稅的款額或(B) 印花稅署實際收取的從價印花稅及(如適用)買家印花稅款額, 以較低者為準。
3. **By signing this letter, you agree the following which shall be binding on you whether or not you shall apply for the Stamp Duty Cash Rebate:-**  
**簽署本信件即表示閣下同意以下各項, 不論閣下是否申請印花稅現金回贈, 以下仍對閣下有約束力:**
  - (a) You shall execute a legally binding formal agreement for sale and purchase of the Property (in the form prescribed by the Vendor without amendments) (the "Agreement for Sale and Purchase") in accordance with the terms and conditions of the Preliminary Agreement.  
閣下須按照臨時合約的條款與細則, 簽署一份有法律約束力的正式買賣合約(按賣方規定的格式及不得作出修改)(以下稱「買賣合約」)。
  - (b) You shall make payment of the further deposit, additional deposit(s), further part payment(s) and balance of purchase price within the time specified in the Agreement for Sale and Purchase and perform and observe all other terms and conditions in the Preliminary Agreement and the Agreement for Sale and Purchase.  
閣下須於買賣合約規定的限期內支付加付訂金、額外訂金、進一步的部分付款及樓價餘額, 並履行及遵守臨時合約和買賣合約所有其他條款與細則。
  - (c) (i) You shall, within the period prescribed by the Stamp Duty Ordinance, cause all the Preliminary Agreement, the Agreement for Sale and Purchase, the Assignment, any subsequent nomination and other chargeable agreement for sale (if any) to be stamped with all stamp duty payable thereon, and shall, upon request by the Vendor or the Vendor's solicitors, also provide and procure your solicitors to provide the Vendor's solicitors with certified copies thereof so duly stamped.

閣下須促使臨時合約、買賣合約、轉讓契、任何提名書及(如有)其他可予徵收印花稅的買賣協議在《印花稅條例》訂明的時限內加蓋所有應付的印花稅的印花，及在賣方或賣方代表律師要求時向賣方代表律師提供並促使其律師向賣方代表律師提供該等已加蓋印花的文書的核證副本。

- (ii) If you have applied for the stamp duty transitional loan from Honour Finance Company, Limited (“**Transitional Loan**”), upon signing of the Agreement for Sale and Purchase, you shall deposit with the Vendor’s solicitors a fund for the Vendor’s solicitors to arrange for the Agreement for Sale and Purchase and (where required by the Stamp Duty Ordinance) the Preliminary Agreement to be stamped by the Collector of Stamp Revenue within the time limit prescribed by the Stamp Duty Ordinance. The amount of the fund is equal to the amount of AVD (including the AVD at the new rate of 15%) on the Agreement for Sale and Purchase (including the fixed fee for stamping a counterpart of the Agreement for Sale and Purchase) and (where required by the Stamp Duty Ordinance) the Preliminary Agreement; and (if applicable) the amount of BSD, less the Transitional Loan amount approved by Honour Finance Company, Limited. The above arrangement is without prejudice to your obligation to pay stamp duty under the Agreement for Sale and Purchase.

如閣下已向忠誠財務有限公司申請印花稅過渡性貸款(以下稱「**過渡性貸款**」)，在簽署買賣合約之時，閣下須向賣方代表律師存放一筆款項，以使賣方代表律師安排在《印花稅條例》訂明的時限內讓印花稅署署長為買賣合約及(如《印花稅條例》要求)臨時合約加蓋印花。該筆款項金額相等於買賣合約(包括加蓋買賣合約副本的定額費用)及(如《印花稅條例》要求)臨時合約的從價印花稅(包括以 15% 新稅率計算的從價印花稅)及(如適用)買家印花稅，減忠誠財務有限公司批核的過渡性貸款的金額。以上安排是不減損閣下在買賣合約下支付印花稅的責任。

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

- (i) You shall make a statutory declaration (“**Statutory Declaration**”) (in Form IRSD 131) accompanied with a copy of your Hong Kong Identity Card(s).

閣下須作出「法定聲明」(表格 IRSD 131)及附上閣下的香港身份證副本。

- (ii) If you have applied for the Transitional Loan, upon signing of the Agreement for Sale and Purchase, you shall deliver to the Vendor’s solicitors the original Statutory Declaration together with a duly completed Form IRSD 118 and other supporting documents which the Stamp Office may from time to time require.

如閣下已申請過渡性貸款，在簽署買賣合約之時，閣下須向賣方律師交付法定聲明的正本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他證明文件。

4. **Your duly completed application form (in the form specified by us) (together with the official receipt(s) for payment of AVD and (if applicable) BSD) for applying for the Stamp Duty Cash Rebate must be received by us at least 30 days before the date of settlement of the balance of the purchase price.**

**本公司必須於付清樓價餘額之日前最少 30 日收到閣下已填妥的申請印花稅現金回贈表格(須以本公司指定之格式)(連同從價印花稅及(如適用)買家印花稅的正式繳付收據)。**

5. Time shall be of the essence of this letter. Late submission of the application form and documents will not be accepted and your right to apply for the Stamp Duty Cash Rebate will be lost.

在本信件中的時間規定須嚴格遵守。過期遞交的申請表格及文件一概不予受理，屆時閣下將喪失申請印花稅現金回贈的權利。

6. After we have received your application and duly verified the information to be correct:-

本公司收到閣下的申請並確認有關資料無誤後：

- (a) where you have not utilized the Transitional Loan, the Vendor will apply the Stamp Duty Cash Rebate for part payment of the balance of the purchase price directly;

如閣下沒有使用過渡性貸款，賣方會將印花稅現金回贈直接用於支付部份樓價餘額；或

- (b) where you have utilized the Transitional Loan, the Stamp Duty Cash Rebate will first be paid to Honour Finance Company, Limited for repayment of any amount outstanding under the Transitional Loan and the balance (if any) will be applied for part payment of the balance of the purchase price.

如閣下已使用過渡性貸款，則印花稅現金回贈會首先支付予忠誠財務有限公司用作償還過渡性貸款的未償還欠款，餘款(如有)才會用於支付部份樓價餘額。

7. You hereby irrevocably authorize us to pay the Stamp Duty Cash Rebate in the manner specified in paragraph 6 above.

閣下謹此不可撤銷地授權本公司以上述第 6 段所述方式支付印花稅現金回贈。

8. After we have paid the Stamp Duty Cash Rebate, if the amount of the relevant stamp duty actually payable exceeds the amount based on which the Stamp Duty Cash Rebate is calculated, we are not required to pay any other or additional Stamp Duty Cash Rebate to you. In case of dispute, we have the right to determine the amount of the Stamp Duty Cash Rebate, and such determination shall be final and binding on you.

在本公司支付印花稅現金回贈後，即使實際應付的相關印花稅金額大於計算印花稅現金回贈所依據的金額，本公司亦無須再向閣下支付任何其他或額外印花稅現金回贈。若有爭議，本公司有權決定印花稅現金回贈的金額，有關決定為最終決定並對閣下具有約束力。

9. The benefit in this letter is personal to you and is only available to you as a purchaser of the Property who signs a preliminary agreement for sale and purchase of the Property. In any event, you shall only be entitled to receive the Stamp Duty Cash Rebate once for each residential property. The rights or benefits conferred on you under this letter are non-assignable and non-transferable, except that you may upon request by Honour Finance Company, Limited assign or charge your rights or benefits under this letter to Honour Finance Company, Limited for the purpose of securing your repayment of the Transitional Loan.  
本信件的利益屬於閣下個人所有，並且僅向簽署購買本物業的臨時買賣合約的買方提供。不管怎樣，閣下只可就每個住宅物業有權收取印花稅現金回贈一次。本信件賦予閣下的權利或利益不得轉讓或轉移，但閣下可在忠誠財務有限公司要求時，將閣下在本信件的權利或利益轉讓或轉移給忠誠財務有限公司，作為閣下償還過渡性貸款的保證。
10. You may have to notify your bank of the Stamp Duty Cash Rebate in the mortgage application process. The bank may take into account the Stamp Duty Cash Rebate in determining the loan amount. For details, please make enquiry with the banks.  
閣下在按揭申請中可能需要通知閣下的銀行有關印花稅現金回贈的安排。銀行決定提供貸款額時可能會考慮印花稅現金回贈。請向銀行查詢有關詳情。
11. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.  
本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。
12. For the purpose of this letter,  
就本信件而言，
- “AVD” or “ad valorem stamp duty” 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” or “buyer’s stamp duty” means the buyer’s stamp duty chargeable on the Preliminary Agreement and the Agreement for Sale and Purchase under the Stamp Duty Ordinance.  
「買家印花稅」是指根據《印花稅條例》對臨時合約和買賣合約徵收的買家印花稅。
- “Stamp Duty Ordinance” means the Stamp Duty Ordinance (Cap. 117) as amended from time to time.  
「《印花稅條例》」是指經不時修訂的《印花稅條例》(香港法例第 117 章)。
13. The Vendor and the Purchaser do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “CRTPO”) and agree that this letter shall be excluded from the application of the CRTPO.  
賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(「該條例」)強制執行本信件下任何條款，並且同意排除該條例對本信件的適用。
14. In case of dispute, we reserve our rights to make the final decision on all matters arising from this letter and such decision shall be binding on you.  
如有爭議，本公司有權就本信件引起的所有事宜作最後決定，該決定對閣下有約束力。
15. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.  
如本文件之中英文文本有任何歧義，一切以英文文本為準。

For and on behalf of  
Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited  
As agent of Choice Win (H.K.) Limited (彩榮(香港)有限公司)

Authorized Signature(s)  
授權人士簽署

\*\*\*\*\*

After due and careful consideration of the contents of this letter, I/we agree to accept the same and be bound by all the terms and conditions herein set out and I/we hereby declare and represent to you that (please fill in a “✓” at the appropriate box):-

- (a) 經小心考慮本信件的内容後，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)：I am/we are [  *subject to* /  *not subject to* ] the buyer's stamp duty;  
本人/吾等 [  須 /  毋須 ] 繳付買家印花稅；
- (b) Flat rate of 15% of ad valorem stamp duty is [  *applicable* /  *not applicable* ] to my/our purchase of the Property;  
從價印花稅的的劃一稅率 15% [  適用 /  不適用 ] 於本人/吾等購買的本物業；
- (c) I am/each of us is acquiring the Property [  *on my own behalf and not on behalf of any other person(s)* /  *on behalf of other person* ].  
本人/吾等各人在購入本物業時是 [  代表自己行事及並不代表任何其他人士 /  代表他人行事 ]。

I/We acknowledge and understand that Choice Win (H.K.) Limited relies on my/our declarations and representations made above in offering the Stamp Duty Cash Rebate to me/us.

本人/吾等知悉及明白彩榮(香港)有限公司倚賴本人/吾等上述作出的聲明及陳述向本人/吾等提供印花稅現金回贈。

Signed by the Purchaser(s) 買方簽署

Note: Please use Block Letters. All fields in this notice must be completed. This form must be signed by ALL of the Purchasers if there are more than one Purchaser(s). If the Purchaser is a corporation, this form must be signed by its authorized signatory(s) with company chop.

附註：請使用正楷。本表格的所有欄必須填寫。本表格須由所有買方簽署。如買方為公司，須由公司之授權人士簽署及蓋上公司印鑑。

**Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers**  
**關於開放物業予有興趣買家參觀的確認書**

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Phase 1B (the " <b>Phase</b> ") of Victoria Harbour Development (the " <b>Development</b> ") 海璇發展項目(「 <b>發展項目</b> 」)的第 1B 期(「 <b>期數</b> 」)		
Address 地址	Victoria Harbour, 133 Java Road, Hong Kong 香港渣華道 133 號海璇		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼			
Date 日期			

I/We, the undersigned, hereby acknowledge and confirm that :-

本人/我們，下述簽署人，僅此知悉及確認：

1. I/we am/are fully aware that after my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, the Property may be made available for viewing by potential purchasers of other properties of the Development until my/our completion of the purchase of the Property. I/We agree that I/we shall not make any objection to the same.  
本人/我們，下述簽署人，僅此知悉及確認，在本人/我們簽署本物業的臨時買賣合約之後及於本人/我們完成本物業成交之前，本物業可能會開放供發展項目其他物業之有興趣買家參觀。本人/我們同意本人/我們不得對此提出任何異議。
2. The parties do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this letter shall be excluded from the application of the CRTPO.  
雙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。
3. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the above.  
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事項。
4. 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

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**Vendor's Information Form**  
**賣方資料表格**

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Phase 1B (the "Phase") of Victoria Harbour Development (the "Development") 海璇發展項目(「發展項目」)的第 1B 期(「期數」)		
Address 地址	Victoria Harbour, 133 Java Road, Hong Kong 香港渣華道 133 號海璇		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼			
Date 日期			

a) The amount of the management fee that is payable for the Property  
須就本物業支付的管理費用的款額

Tower 座數	Floor 樓層	Flat 單位	
1	6	A	每月港幣 HK \$9,428 per month
1	9	B	每月港幣 HK \$6,961 per month
1	16	B	每月港幣 HK \$6,961 per month
2	3	B	每月港幣 HK \$9,524 per month
2	5	B	每月港幣 HK \$8,724 per month
2	6	A	每月港幣 HK \$9,521 per month
2	7	B	每月港幣 HK \$8,724 per month
2	10	A	每月港幣 HK \$9,521 per month
2	10	B	每月港幣 HK \$8,724 per month
2	15	B	每月港幣 HK \$8,724 per month
2	16	B	每月港幣 HK \$8,724 per month

b) The amount of the Government rent (if any) that is payable for the Property  
須就本物業繳付的地稅 (如有的話) 的款額

Information not yet available  
暫時沒有資料

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	Royal Elite Service Company Limited 帝譽服務有限公司
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 賣方所知的影響本物業的任何待決的申索	No 沒有

Date of Printing: 26 July 2019

印製日期: 2019年7月26日

Signed by the Purchaser(s) 買方簽署

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

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Phase 1B (the " <b>Phase</b> ") of Victoria Harbour Development (the " <b>Development</b> ") 海璇發展項目(「 <b>發展項目</b> 」)的第 1B 期(「 <b>期數</b> 」)		
Address 地址	Victoria Harbour, 133 Java Road, Hong Kong 香港渣華道 133 號海璇		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼			
Date 日期			

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

本人/吾等，下方簽署人，特此確認，本人/吾等在簽署臨時買賣合約前明白和接納：

1. The Purchaser has been advised by the Vendor to make arrangements to view the Property (in case the Property is a unit available for viewing) or the comparable residential property(ies) of the Property prior to the first date of sale.  
買方已獲賣方建議於出售首日前安排參觀本物業(如本物業為可供參觀之單位)或與本物業相若的住宅物業。
2. (Except where the Property is an unit available for viewing) It is not reasonably practicable for the Property to be viewed by me/us. The Vendor has made the comparable residential property(ies) of the Property available for viewing by me/us.  
(除非本物業為可供參觀之單位)開放本物業予本人/我們參觀並非合理地切實可行。賣方已開放與本物業相若的住宅物業供本人/我們參觀。
3. The Vendor is deemed to have complied with Division 5 of Part 2 of the Residential Properties (First-hand Sales) Ordinance regarding the requirements for viewing of property in completed phase.  
賣方視為已符合《一手住宅物業銷售條例》第 2 部第 5 分部有關參觀已落成期數中的物業之要求。
4. 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 13**  
**附件 13**

To be separately provided for applicable properties  
將會另外提供予適用的物業

**Acknowledgement Letter Regarding Jacuzzi**  
**關於按摩池的確認書**

**Only applicable to the following units:**  
**只適用於下列單位:**

Tower 座數	Floor 樓層	Flat 單位
1	3/F	A
1	3/F	B
2	3/F	A
2	3/F	B

Tower 座數	Floor 樓層	Flat 單位
3	3/F	A
3	3/F	B
3	21/F	A
5	3/F	B

Tower 座數	Floor 樓層	Flat 單位
5A	21/F	B
5A	22/F	A

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Phase 1B (the "Phase") of Victoria Harbour Development (the "Development") 海璇發展項目(「發展項目」)的第 1B 期(「期數」)		
Address 地址	Victoria Harbour, 133 Java Road, Hong Kong 香港渣華道 133 號海璇		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼			
Date 日期			

- I/We, the undersigned, hereby acknowledge and accept that I am/we are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that "flat roof(s) (with jacuzzi, if any)" will be part of the description of the Property appearing in the formal agreement for sale and purchase and assignment of the Property, and there will be **no** Jacuzzi at the flat roof(s) of the Property upon handover.  
本人/吾等, 下方簽署人, 特此確認及接受, 本人/吾等簽署本物業的臨時買賣合約前已清楚明白本物業的正式買賣合約及轉讓契“平台(連按摩池, 如有)”將為本物業的描述的一部分, 及本物業於入伙時將**不會**設有按摩池。
- The parties do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “CRTPO”) and agree that this letter shall be excluded from the application of the CRTPO.  
雙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。
- I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge and accept of the above.  
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並接受上述事項。
- In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.  
如本文件之中英文文本有任何歧義, 一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

--

**Acknowledgement Letter Regarding Jacuzzi**  
**關於按摩池的確認書**

**Only applicable to the following units:**  
**只適用於下列單位:**

Tower 座數	Floor 樓層	Flat 單位
1	17/F	A
2	19/F	A
5	21/F	A

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Phase 1B (the " <b>Phase</b> ") of Victoria Harbour Development (the " <b>Development</b> ") 海璇發展項目(「 <b>發展項目</b> 」)的第 1B 期(「 <b>期數</b> 」)		
Address 地址	Victoria Harbour, 133 Java Road, Hong Kong 香港渣華道 133 號海璇		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼			
Date 日期			

1. I/We, the undersigned, hereby acknowledge and accept that I am/we are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that "flat roof(s) (with jacuzzi, if any)" will be part of the description of the Property appearing in the formal agreement for sale and purchase and assignment of the Property, and there will be **a** Jacuzzi at the flat roof(s) of the Property upon handover.  
本人/吾等, 下方簽署人, 特此確認及接受, 本人/吾等簽署本物業的臨時買賣合約前已清楚明白本物業的正式買賣合約及轉讓契“平台(連按摩池, 如有)”將為本物業的描述的一部分, 及本物業於入伙時將**會**設有按摩池。
2. The parties do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “CRTPO”) and agree that this letter shall be excluded from the application of the CRTPO.  
雙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。
3. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge and accept of the above.  
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並接受上述事項。
4. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.  
如本文件之中英文文本有任何歧義, 一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署