

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF

PUBLIC TENDER

Tenders are invited for the purchase of the following property:-

**House No. 20 of Zurich Avenue, Valais, Nos.28 & 33 Kwu Tung Road, Sheung Shui,
New Territories, Hong Kong**

**Tender commences at 1:00 p.m. on 22 April 2018
and closes at 8:00 p.m. on 31 May 2019
(unless previously withdrawn or sold)**

Tenders must be submitted during office hours (Mondays to Sundays between 1:00 p.m. and 8:00 p.m.) from 1:00 p.m. on 22 April 2018 and at or before 8:00 p.m. on 31 May 2019 to the Tender Box labelled “**Public Tender for Valais**” placed at **11/F, International Commerce Centre, No. 1 Austin Road West, Kowloon, Hong Kong** in a plain envelope and clearly marked “**Submission of Tender Document No. 6A of Valais**”.

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

Vendor's solicitors: **Wong & Poon**
20/F, 19/F & Room 18A, Yuen Long Trade Centre, 99-109 Castle Peak Road,
Yuen Long, New Territories
Mr. Poon Man Yin John Winston (Fax: 2478 6572)

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

招標文件

公開招標承投購買物業

現招標承投購買以下物業，即：

香港新界上水古洞路 28 號及 33 號天巒蘇黎世大道 20 號洋房

招標開始日期及時間為 2018 年 4 月 22 日下午 1 時正
而招標截止日期及時間為 2019 年 5 月 31 日下午 8 時正
(但若在招標截止時限之前物業已被撤回或出售則除外)

從 2018 年 4 月 22 日下午 1 時正起至 2019 年 5 月 31 日下午 8 時正止的辦公時間(星期一至日由下午 1 時正至下午 8 時正)，投標書須放入普通信封內，信封面上清楚註明「天巒招標文件第 6A 號的招標」，放入位於香港九龍柯士甸道西 1 號環球貿易廣場 11 樓擺放的標示為「天巒公開招標」的投標箱內。

賣方：兆興投資有限公司
香港港灣道 30 號新鴻基中心 45 樓

賣方律師：王潘律師行
香港新界元朗青山公路 99-109 號元朗貿易中心 20 樓, 19 樓 & 18A 室
潘文彥律師 (傳真：2478 6572)

賣方代理人：新鴻基地產代理有限公司
香港港灣道 30 號新鴻基中心 45 樓
查詢熱線：3119 0008

CONTENTS

	Page
PART 1 : TENDER NOTICE	1
PART 2 : CONDITIONS OF SALE	9
PART 3 : OFFER FORM	24
ANNEX	

目錄

	頁次
第 1 部份 ：	招標公告
第 2 部份 ：	出售條款
第 3 部份 ：	要約表格
附件	

PART 1: TENDER NOTICE

1. Definitions

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

“Acceptance Period”	means the period between the commencement date of submission of tender and the date which is the third working day after the closing of tender (both dates inclusive).
“Agreement”	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 3 of the Conditions of Sale.
“Conditions of Sale”	means the Conditions of Sale set out in Part 2 of this Tender Document.
“Letter of Acceptance”	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice.
“Offer Form”	means the Offer Form set out in Part 3 of this Tender Document.
“Property”	means House No. 20 of Zurich Avenue, Valais, Nos. 28 & 33 Kwu Tung Road, Sheung Shui, New Territories, Hong Kong.
“purchase price”	means the purchase price specified in the Offer Form.
“Purchaser”	means the successful Tenderer whose tender in respect of the Property is accepted by the Vendor.
“Tender Document”	means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Annex).
“Tender Notice”	means the Tender Notice set out in Part 1 of this Tender Document.
“Tenderer”	means the person who is specified in the Offer Form as the tenderer.
“Vendor”	means Billion Great Investment Limited.
“Vendor’s solicitors”	means Wong & Poon.

2. Procedures of Tender

- 2.1 The Vendor invites tenders for the purchase of the Property 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 closing date and time of the tender, accept any tender submitted.
- 2.4 The Vendor also reserves the right, at any time before acceptance of a tender, to withdraw the Property from sale or to sell or dispose of the Property or any part of it to any person by any method (including without limitation private treaty, tender and auction).
- 2.5 The Vendor reserves the right to adjust the closing date and time of the tender. Any adjustment of the closing date and time of the tender will be posted at 11/F, International Commerce Centre, No. 1 Austin Road West, Kowloon, Hong Kong. The Vendor is not obliged to separately notify the Tenderers of such adjustment.
- 2.6 Tenderers should note the Vendor's solicitors do not act for any Tenderer in the process of this tender.
- 2.7 A tender must be:-
- (a) made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) duly completed and signed. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form;**
 - (b) accompanied with the following documents:-
 - (i) Cashier order(s)
One or more cashier order(s) in the amount of 5% of the purchase price and made payable to "WOO KWAN LEE & LO" issued by a bank duly licensed under section 16 of the Banking Ordinance.
 - (ii) Tenderer's identification document
If the Tenderer is individual(s), copy of the HKID Card/Passport of each individual of the Tenderer.

If the Tenderer is a company, copy of the Certificate of Incorporation and the Business Registration Certificate of the Tenderer and copies of the latest register of directors and annual return of the Tenderer.
 - (iii) Intermediary's licence (if applicable)
Copy of licence of the estate agent appointed by Tenderer.
 - (iv) Documents in Annex, duly signed and completed by the Tenderer
 - (1) Agreement plan
 - (2) Warning to Purchasers
 - (3) Vendor's Information Form
 - (4) Personal Information Collection Statement
 - (5) Letter regarding Stamp Duty Cash Rebate
 - (6) Acknowledgement Letter Regarding Stamp Duty
 - (7) Acknowledgement Letter Regarding Viewing of Property
- Please do NOT date any of the documents mentioned in this sub-paragraph (iv).**

- (c) enclosed in a sealed plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope “**Submission of Tender Document No. 6A of Valais**”; and
- (d) placed in the Tender Box labelled “**Public Tender For Valais**” placed at 11/F, International Commerce Centre, No. 1 Austin Road West, Kowloon, Hong Kong during office hours (Mondays to Sundays between 1:00 p.m. and 8:00 p.m.) from the commencement date and time of submission of tender and at or before the closing date and time of submission of tender set out below:

Commencement date and time of the tender:

1:00 p.m. on 22 April 2018

Closing date and time of the tender:

8:00 p.m. on 31 May 2019

In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced or is still in effect after 9 a.m. on the closing date of the tender, the closing date and time of the tender will be extended to 8:00 p.m. on the next day and in respect of which no black rainstorm warning signal or typhoon signal no. 8 or above is announced.

- 2.8 All cashier order(s) forwarded by the Tenderer will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier order submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the purchase price. All other cashier orders will be returned by personal delivery or by post, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the address stated in their tenders.
- 2.9
 - (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal. The Vendor does not accept any person to act as an agent, attorney, nominee, representative, trustee of the Tenderer, save and except as permitted under clause 16 of the Conditions of Sale.
 - (b) If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.
 - (c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of letter regarding acceptance of tender and return of cashier order(s).
- 2.10
 - (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Document, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.
 - (b) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK\$1.00 upon receipt of a written demand from him prior to the submission of his tender.

3. 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 from 21 April 2018 to 31 May 2018 during office hours (i.e. from 1:00 p.m. to 8:00 p.m. on Mondays to Sundays) at 11/F, International Commerce Centre, No. 1 Austin Road West, Kowloon, Hong Kong. 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.

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 the Vendor’s agent, Sun Hung Kai Real Estate Agency Limited of 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Enquiry Hotline: 3119 0008).
- 4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor’s agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.
- 4.3 The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Document. Tenders submitted which contain alterations and/or additions of any kind to, the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.
- 4.4 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

[End of Part 1: Tender Notice]

第 1 部份：招標公告

1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「承約期間」	指由遞交投標書的首日至招標截止日期後的第 3 個工作日（包括首尾兩日）。
「正式合約」	指賣方與買方根據出售條款第 3 條擬簽訂的該物業的正式買賣合約。
「出售條款」	指本招標文件第 2 部份的出售條款。
「接納書」	指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知。
「要約表格」	指本招標文件第 3 部份的要約表格。
「該物業」	指香港新界上水古洞路 28 號及 33 號天巒蘇黎世大道 20 號洋房。
「樓價」	指要約表格中訂明的樓價。
「買方」	指中標者，其對該物業的投標書獲得賣方接納。
「招標文件」	指本招標文件（由第 1 部份、第 2 部份及第 3 部份組成，但不包括附件）。
「招標公告」	指本招標文件第 1 部份的招標公告。
「投標者」	指要約表格中訂明為投標者的人士。
「賣方」	指兆興投資有限公司。
「賣方律師」	指王潘律師行。

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該物業。
- 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該物業不予出售，或將該物業或其任何部份以任何方法（包括但不限於私人協約、投標及拍賣）售予任何人。

- 2.5 賣方保留權利更改招標截止日期及時間。任何更改招標截止日期及時間的通知會張貼於香港九龍柯士甸道西 1 號環球貿易廣場 11 樓。賣方無須就更改招標截止日期及時間另行通知投標者。
- 2.6 投標者須注意賣方律師在本招標過程中不代表任何投標者。
- 2.7 投標書必須：
- (a) 採用本招標文件之格式，並填妥及簽署要約表格（即本招標文件的第 3 部分）。
請填妥及簽署要約表格的英文文本或要約表格的中文文本；
 - (b) 連同以下文件：
 - (i) 銀行本票
一張或多張銀行本票，總金額為樓價的 5%，抬頭寫「**胡關李羅律師行**」，銀行本票須由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發。
 - (ii) 投標者的身份證明文件
如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。

如投標者為公司，投標者的公司註冊證明書及商業登記證的複印本，以及投標者最近期的董事登記冊及周年申報表的複印本。
 - (iii) 中介人的牌照（如適用）
投標者委託的地產經紀的牌照複印本。
 - (iv) 由投標者填妥並簽署的附件的文件
 - (1) 正式合約圖則
 - (2) 對買方的警告
 - (3) 賣方資料表格
 - (4) 個人資料收集聲明
 - (5) 關於印花稅現金回贈的信件
 - (6) 關於印花稅的確認書
 - (7) 關於參觀物業的確認信
- 請不要於本第(iv)分段所述的任何文件內填上日期。**
- (c) 放入普通信封內，信封面上寫明賣方收啓，並清楚註明「**天巒招標文件第 6A 號的招標**」；及
 - (d) 從下述招標開始日期及時間起至招標截止日期及時間止的辦公時間（即星期一至日由下午 1 時正至下午 8 時正）放入位於香港九龍柯士甸道西 1 號環球貿易廣場 11 樓擺放的標示為「**天巒公開招標**」的投標箱內：

招標開始日期及時間：

2018 年 4 月 22 日下午 1 時正

招標截止日期及時間：

2019 年 5 月 31 日下午 8 時正

若在招標截止日期上午 9 時正後發出黑色暴雨警告或八號或以上颱風信號或該警告或信號仍然生效，截標日期及時間將延至下一日的下午 8 時正（而當天亦沒有黑色暴雨警告或八號或以上颱風信號發出）。

- 2.8 在賣方對收到的投標書作出決定前，所有銀行本票均不會予以兌現。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。所有其他銀行本票將於承約期間屆滿後起計 14 天內，按投標書所載地址以專人送達、或通過郵遞方式退還予落選投標者。
- 2.9 (a) 投標者須親身簽署要約表格及其他文件（如投標者為公司，須由其董事簽署），並視作為主事人。除出售條款第 16 條另有批准外，賣方不接受任何人以代理人、獲授權人、被提名人、代表、信託人身份代表投標者行事。
- (b) 投標者如為公司，須於要約表格中清楚註明（除其他資料外）其聯絡人姓名、電話及傳真號碼。
- (c) 要約表格中指明的香港通訊地址將會是收取接受投標書信函及退回銀行本票的地址。
- 2.10 (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，投標者即不可撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。
- (b) 作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。

3. 接受投標

- 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明的香港通訊地址以專人送達及／或通過郵遞方式寄予買方。接納書在投郵後的第 2 個工作日視為已經正式收到。
- 3.3 在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式的正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於 2018 年 4 月 21 日至 2018 年 5 月 31 日的辦公時間（即星期一至日由下午 1 時正至下午 8 時正）在香港九龍柯士甸道西 1 號環球貿易廣場 11 樓審閱。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。

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，應聯絡賣方的代理人新鴻基地產代理有限公司，地址為香港港灣道 30 號新鴻基中心 45 樓（查詢熱線: 3119 0008）。
- 4.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作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 如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

[第 1 部份：招標公告完]

PART 2: CONDITIONS OF SALE

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

“Development” means Valais.

“this Preliminary Agreement” means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document.

2. The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price and on the terms and conditions contained in this Preliminary Agreement.
3. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-
 - (a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance; and
 - (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.
4. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
5. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
6. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholders.
7. The Purchaser shall attend the office of the Vendor’s solicitors together with the Tender Document and the Letter of Acceptance within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor’s solicitors without amendment; (ii) to pay the sum as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement as set out in clause 18.
8. 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.

9. The Purchaser will be required to covenant with the Vendor in the Agreement to the effect that in the event the Purchaser sub-sells the Property or transfer the benefit of the Agreement in any manner whatsoever before the completion of the sale and purchase of the Property, the Purchaser shall require each sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whosoever (i) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including but not limited to identity card numbers and full addresses) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration and including but not limited to any commission, reservation or agency fees or any other amount which has been paid or given to any intermediate transaction in addition to the consideration payable to the Vendor for the purchase of the Property, and (ii) to procure from any subsequent sub-purchaser or other transferee whomsoever or new purchaser a covenant in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement to the same effect as sub-clause (i) above.
10. The measurements of the Property are as set out in the attached Schedule 1.
11. The sale and purchase of the Property includes the fittings, finishes and appliances as set out in the attached Schedule 2.
12. 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.
13. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 14 and fully understands its contents.
14. For the purposes of clause 13, 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。

15. This Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.
16. 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.
17. 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. 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. All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment to the Purchaser shall be borne and paid by the Purchaser.
18. All stamp duty (including without limitation any ad valorem stamp duty, special stamp duty, buyer's stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.
19. All plan fees, the costs of certified copies of the relevant title deeds including plan fees for such certified copies, search fees, registration fees and other disbursements shall be borne by the Purchaser. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any mortgage of the Property.
20. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.
21. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
22. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
23. Time shall in every respect be of the essence of this Preliminary Agreement.

24. 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, capital funds, 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.
25. In this Preliminary Agreement:-
- (a) “**saleable area**” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621);
 - (b) “**working day**” has the meaning given by section 2(1) of that Ordinance.
 - (c) the floor area of an item under clause (a) of each Property set out in Schedule 1 is calculated in accordance with section 8(3) of that Ordinance; and
 - (d) the area of an item under clause (b) of each Property set out in Schedule 1 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
26. (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.

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

該物業的量度尺寸如下—

The measurements of the Property are as follows—

Property 該物業: House No. 20 of Zurich Avenue, Valais, Nos.28 & 33 Kwu Tung Road, Sheung Shui, New Territories, Hong Kong
香港新界上水古洞路 28 號及 33 號天巒蘇黎世大道 20 號洋房

(a) 該物業的實用面積為 the saleable area of the Property is	231.014	平方米／ square metres/	2487	平方呎，其中— square feet of which—
	5.360	平方米／ square metres/	58	平方呎為露台的樓面面積； square feet is the floor area of the balcony;
	* XXX	平方米／ square metres/	XXX	平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform;
	* XXX	平方米／ square metres/	XXX	平方呎為陽台的樓面面積；及 square feet is the floor area of the verandah; and
(b) 其他量度尺寸為— other measurements are—				
*空調機房的面積為 the area of the air-conditioning plant room is	XXX	平方米／ square metres/	XXX	平方呎； square feet;
*窗台的面積為 the area of the bay window is	XXX	平方米／ square metres/	XXX	平方呎； square feet;
*閣樓的面積為 the area of the cockloft is	XXX	平方米／ square metres/	XXX	平方呎； square feet;
*平台的面積為 the area of the flat roof is	XXX	平方米／ square metres/	XXX	平方呎； square feet;
*花園的面積為 the area of the garden is	229.654	平方米／ square metres/	2472	平方呎； square feet;
*停車位的面積為 the area of the parking space is	38.647	平方米／ square metres/	416	平方呎； square feet;
*天台的面積為 the area of the roof is	86.492	平方米／ square metres/	931	平方呎； square feet;
*梯屋的面積為 the area of the stairhood is	9.662	平方米／ square metres/	104	平方呎； square feet;
*前庭的面積為 the area of the terrace is	XXX	平方米／ square metres/	XXX	平方呎； square feet;
*庭院的面積為 the area of the yard is	XXX	平方米／ square metres/	XXX	平方呎。 square feet.

*將不適用者刪去

Delete as appropriate

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

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

External Wall – 外牆	Natural stone and wall tile, glass cladding, fluorocarbon coating aluminium cladding and grille. 天然石材及瓦片，裝設玻璃面板，氟化炭噴塗鋁質面板及格柵。
Internal Wall – 內牆	<p>Internal walls of Living Room, Dining Room and Bedrooms are finished with emulsion paint. Except the following house: 客廳，飯廳及睡房內牆髹乳膠漆。以下洋房除外：</p> <p>For Chur Avenue House No. 2: 庫爾大道 2 號洋房： Internal walls of Living Room and Dining Room are finished with wallpaper and natural stone. 客廳及飯廳之內牆鋪砌牆紙及天然石材。 Internal walls of Master Bedroom and Bedroom 2 are finished with wallpaper. 主人睡房及睡房 2 之內牆鋪砌牆紙。 Internal walls of Ensuite 1 is finished with wallpaper and fabric upholstery. 套房 1 之內牆鋪砌牆紙及布飾。 Internal walls of staircase is finished with wallpaper and mirror. 樓梯之內牆鋪砌牆紙及鏡面。</p>
Flooring – 地板	<p>Natural stone flooring and skirting for Living Room and Dining Room. Oak engineered timber flooring and solid timber skirting for Bedrooms. Except the following house: 客廳及飯廳設天然石材地台及天然石材牆腳線。睡房設橡木複合地板及實木牆腳線。以下洋房除外：</p> <p>For Chur Avenue House No. 2: 庫爾大道 2 號洋房： Carpet and timber skirting for Master Bedroom and Family Room. 主睡房和家庭廳設地毯及木牆腳線。</p>
Door – 門	<p>Main Entrance Door 大門 Aluminum storm door and door frame finished with fluorocarbon coating, clear glass and lockset. 氟化炭噴塗鋁防風門及門框，鑲清玻璃及裝配門鎖。 Double leaf solid core timber door, timber door frame and architrave veneered with oak, and fitted with lockset and concealed door closer. 實心雙掩木門、木門框及封口線配以橡木皮飾面，裝有門鎖及暗藏式氣鼓。</p> <p>Bedrooms, Bathrooms and Store Room Doors 睡房，浴室及儲物室門 Hollow core timber door, timber door frame and architrave veneered with oak, and fitted with lockset. 空心木門、木門框及封口線配以橡木皮飾面，裝有門鎖。</p> <p>For Bedrooms and Bathrooms at Chur Avenue House no. 2, painted hollow core timber door, timber frame, architrave are provided, and fitted with lockset. 庫爾大道 2 號洋房之睡房和浴室：裝有髹上油漆的空心木門、木門框及封口線，並裝有門鎖。 For Bathroom in Ensuite 1 at Chur Avenue House no.2, acrylic sheet sliding door with metal door frame is installed. 庫爾大道 2 號洋房之套房 1 的浴室：裝有金屬門框亞加力膠趟門。 For Store Room at Chur Avenue House no. 2, painted hollow core timber door with mirror finish facing kitchen, timber door frame and architrave are installed and fitted with lockset. 庫爾大道 2 號洋房之儲物室：裝有髹上油漆的空心木門、木門框及封口線，向廚房面為鏡面，並裝有門鎖。</p>

Door –
門

Master Bathroom Door

主浴室門

Glazed sliding timber door frame and architrave are veneered with oak, and fitted with lockset.
玻璃趟門配以橡木皮飾面之木門框及封口線，裝有門鎖。

For Bern Avenue House no. 1, double leaf hollow core timber door, door frame and architrave are veneered with oak, and fitted with lockset.

伯恩大道 1 號洋房：雙掩橡木面空心木門、門框及封口線，裝有門鎖。

For Bern Avenue House no. 2 & Rhein Avenue House no. 2, glazed door with timber door frame and architrave are veneered with oak, and fitted with lockset.

伯恩大道 2 號洋房及萊茵河大道 2 號洋房：玻璃掩門配以橡木皮飾面之木門框及封口線，裝有門鎖。

For Chur Avenue House no. 2, acrylic sheet sliding door with metal door frame is installed.

庫爾大道 2 號洋房：裝有金屬門框亞加力膠趟門。

Kitchen Door

廚房門

Solid core timber door, timber door frame and architrave veneered with oak, and fitted with fire-rated glass panel, concealed door closer. (Rhein Avenue House no. 2 installed with lockset.)

實心木門、木門框及封口線均配以橡木皮飾面，鑲配防火玻璃，裝有暗藏式氣鼓。(萊茵河大道 2 號洋房裝有門鎖)

For Bern Avenue House no. 1:

伯恩大道 1 號洋房：

No kitchen door is provided.

不設廚房門。

For Chur Avenue House no. 2:

庫爾大道 2 號洋房：

Solid core timber door, timber door frame and architrave are painted, and fitted with door closer.

裝有髹上油漆的實心木門、木門框及封口線，並裝有氣鼓。

Doors to Terrace, Garden and Balcony

門進出前庭、花園及露台

Glazed door with aluminium door frame, and fitted with lockset.

玻璃門配以鋁門框，裝有門鎖。

Door to Roof

門進出天台

Glazed door with aluminium door frame, and fitted with lockset.

玻璃門配以鋁門框，裝有門鎖。

Bathroom –
浴室

Natural stone and glass panel for exposed walls, natural stone for exposed floors. Suspended gypsum board false ceiling finished with emulsion paint.

牆身外露處鋪砌天然石材及玻璃，地台外露處鋪砌天然石材。石膏板假天花髹乳膠漆。

For Bern Avenue House No. 1:

伯恩大道 1 號洋房：

Suspended gypsum board false ceiling finished with emulsion paint and aluminium ceiling.

石膏板假天花髹乳膠漆及鋁質天花。

Fitted with natural stone countertop, wooden cabinet and glass mirror.

裝設天然石材枱面，木製儲物櫃及玻璃鏡。

Fittings and equipment include ceramic wash basin with chrome plated wash basin mixer, vitreous china water closet, chrome plated shower set (for bathrooms with shower), chrome plated bath mixer (for bathrooms with bath tub).

裝置及設備包括陶瓷洗手盆配鍍鉻洗手盆水龍頭，陶瓷坐廁，淋浴間裝設鍍鉻花灑套裝（只適用於有淋浴間的浴室），鍍鉻浴缸水龍頭（只適用於有浴缸的浴室）。

Kitchen – 廚房	<p>Natural stone and glass panel finishes for exposed walls, natural stone for exposed floors and suspended gypsum board false ceiling finished with emulsion paint. 牆身外露處鋪砌天然石材及玻璃板，地台外露處鋪砌天然石材，石膏板假天花髹乳膠漆。</p> <p>For Bern Avenue House nos. 1, 2, Rhein Avenue House no. 2 and Chur Avenue House no. 2: 伯恩大道 1, 2 號洋房、萊茵河大道 2 號洋房及庫爾大道 2 號洋房： No glass panel is provided. 不設玻璃板。</p> <p>Cooking bench finished with Formica Stone. Except the following house: 灶台鋪砌人造石。以下洋房除外：</p> <p>For Chur Avenue House no. 2: 庫爾大道 2 號洋房： Cooking bench finished with natural stone. 灶台鋪砌天然石材。</p>
Other Provisions – 其他裝備	<p>i) Air-conditioners for Living Room, Dining Room, Bedrooms, Kitchen and Store Room; 客廳、飯廳、睡房、廚房及儲物室設有冷氣機；</p> <p>ii) Gas hob, cookerhood, microwave oven, oven, wine cellar and refrigerator for Kitchen. 廚房設有煤氣煮食爐、抽油煙機、微波爐、焗爐、酒櫃及雪櫃 For Zurich Avenue House no. 12, 17, 20, Bern Avenue House no. 1, 2 and Rhein Avenue House no. 2: 蘇黎世大道 12, 17, 20 號洋房、伯恩大道 1, 2 號洋房及萊茵河大道 2 號洋房： Dishwasher for Kitchen 廚房設有洗碗碟機 For Bern Avenue House no. 1, 2 and Rhein Avenue House no. 2: 伯恩大道 1, 2 號洋房及萊茵河大道 2 號洋房： Electric grill, induction cook and steamer for Kitchen; 廚房設有電烤爐、電磁爐及蒸爐；</p> <p>iii) LCD TV for Kitchen. Except the following house: 廚房裝設液晶顯示屏。以下洋房除外： Bern Avenue House no. 1; 伯恩大道 1 號洋房；</p> <p>iv) Washer and dryer for Store Room; 儲物室設有洗衣機及乾衣機；</p> <p>v) Telephone points are installed in Living room and all Bedrooms; 客廳及所有睡房裝設電話插座；</p> <p>vi) Concealed conduit with socket, TV/FM outlet and switch 暗藏式供電導管及裝有電插座、電視/電台插座及電掣</p>

[End of Part 2: Conditions of Sale]

第 2 部分：出售條款

1. 除非招標公告另有定義，在本出售條款中，下列詞語應具有下列含義：

「發展項目」 指天巒。

「本臨時合約」 指買方根據招標文件遞交投標書，以及賣方根據招標文件的接納書而訂立的合約；

2. 招標文件連同接納書構成賣方與買方就買賣該物業的有約束力的協議。賣方須以樓價並按本臨時合約所載條款及細則出售該物業，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. 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：
- (a) 由買方於接納書的日期之後的第 5 個工作日或之前簽立；及
 - (b) 由賣方於接納書的日期之後的第 8 個工作日或之前簽立。
4. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅（如有的話），由買方承擔。
5. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅（如有的話），由買方承擔。
6. 買方支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
7. 買方須於接納書的日期之後的 5 個工作日內攜帶招標文件及接納書到賣方律師的辦事處辦理下列手續（按：必須嚴守所訂日期。）：(i) 簽署賣方代表律師所訂定之標準正式合約；(ii) 在簽署正式合約之同時交付正式合約上列明應付之款項；及(iii) 同時交付第 18 條所載就正式合約應付之所有印花稅。
8. 如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：
- (a) 本臨時合約即終止；
 - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
 - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
9. 買方須與賣方在正式合約中訂明，若買方轉售本物業或將正式合約權益轉讓予第三者，則每個轉購人、受贈人、獲提名人、受益人、代辦人或其他承讓人(i)在以後的轉售合約中列明所有確認人、獲提名人及其他買、賣本物業或任何相關利益人仕的詳細資料（包括但不限於身份証號碼及地址），及全數金額或其他代價，包括但不限於任何佣金、訂購或代理費用、或任何在其間交易所需繳付予任何人仕的款項，及(ii)在以後的轉售合約中訂明，或在其他合約中加上有約束力的條文，致使每個轉購人或其他承讓人或新買家履行第(i)分條中的責任。
10. 該物業的量度尺寸載列於附表 1。
11. 該物業的買賣包括的裝置、裝修物料及設備載列於附表 2。

12. 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。
13. 買方確認已收到第 14 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。
14. 就上述第 13 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.
15. 本臨時合約只適用於買方本身，買方無權要求賣方與任何其他人訂立任何正式合約，亦無權將本臨時合約的利益轉讓予第三方。
16. 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。
17. 若買方亦聘用賣方之律師行為買方在本物業買賣之代表律師，賣方將承擔該律師行在處理正式合約及其後買方受益的轉讓契之法律費用。若買方選擇另聘律師代表其買入本物業，則買賣雙方須各自負責其在有關正式合約及其後之轉讓契之法律費用。買方律師有關處理、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的律師費用及雜項費用，全部由買方負責及支付。

18. 有關本臨時合約及／或正式合約及／或轉讓契之所有印花稅(包括但不限於根據香港法例第 117 章《印花稅條例》可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)，一概由買方負責支付。
19. 一切圖則費用、有關業權之契約之認證副本包括圖則之費用、查冊費、註冊費及其他支出款項均須由買方承擔。一切有關本物業按揭之法律費用及其他支出，均由買方負責。
20. 如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
21. 買方如有更改地址或電話，須以書面通知賣方。
22. 本物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。
23. 買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
24. 買方須在賣方交吉本物業予買方時繳付管理人或賣方一切管理費按金、設備基金、泥頭清理費、預繳管理費及其他根據大廈公契規定可收取之其他按金及費用，買方並須償還賣方代本物業已支付的所有費用包括但不限於水電煤按金。
25. 在本臨時合約中—
 - (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
 - (b) “工作日”具有該條例第 2(1)條給予該詞的涵義；
 - (c) 附表 1 載列之每個單位的(a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及
 - (d) 附表 1 載列之每個單位的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。
26.
 - (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合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章)的情況下。
 - (c) 若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(在該條例定義)可依據該條例強制執行任何該等條款時：
 - (i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於本臨時合約；及
 - (ii) 賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。

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

該物業的量度尺寸如下—

The measurements of the Property are as follows—

Property 該物業: House No. 20 of Zurich Avenue, Valais, Nos.28 & 33 Kwu Tung Road, Sheung Shui, New Territories, Hong Kong
香港新界上水古洞古洞路 28 號及 33 號天巒蘇黎世大道 20 號洋房

(a) 該物業的實用面積為 the saleable area of the Property is	231.014	平方米／ square metres/	2487	平方呎，其中— square feet of which—
	5.360	平方米／ square metres/	58	平方呎為露台的樓面面積； square feet is the floor area of the balcony;
	* XXX	平方米／ square metres/	XXX	平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform;
	* XXX	平方米／ square metres/	XXX	平方呎為陽台的樓面面積；及 square feet is the floor area of the verandah; and
(b) 其他量度尺寸為— other measurements are—				
*空調機房的面積為 the area of the air-conditioning plant room is	XXX	平方米／ square metres/	XXX	平方呎； square feet;
*窗台的面積為 the area of the bay window is	XXX	平方米／ square metres/	XXX	平方呎； square feet;
*閣樓的面積為 the area of the cockloft is	XXX	平方米／ square metres/	XXX	平方呎； square feet;
*平台的面積為 the area of the flat roof is	XXX	平方米／ square metres/	XXX	平方呎； square feet;
*花園的面積為 the area of the garden is	229.654	平方米／ square metres/	2472	平方呎； square feet;
*停車位的面積為 the area of the parking space is	38.647	平方米／ square metres/	416	平方呎； square feet;
*天台的面積為 the area of the roof is	86.492	平方米／ square metres/	931	平方呎； square feet;
*梯屋的面積為 the area of the stairhood is	9.662	平方米／ square metres/	104	平方呎； square feet;
*前庭的面積為 the area of the terrace is	XXX	平方米／ square metres/	XXX	平方呎； square feet;
*庭院的面積為 the area of the yard is	XXX	平方米／ square metres/	XXX	平方呎。 square feet.

*將不適用者刪去

Delete as appropriate

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

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

External Wall – 外牆	Natural stone and wall tile, glass cladding, fluorocarbon coating aluminium cladding and grille. 天然石材及瓦片，裝設玻璃面板，氟化炭噴塗鋁質面板及格柵。
Internal Wall – 內牆	<p>Internal walls of Living Room, Dining Room and Bedrooms are finished with emulsion paint. Except the following house: 客廳，飯廳及睡房內牆髹乳膠漆。以下洋房除外：</p> <p>For Chur Avenue House No. 2: 庫爾大道 2 號洋房： Internal walls of Living Room and Dining Room are finished with wallpaper and natural stone. 客廳及飯廳之內牆鋪砌牆紙及天然石材。 Internal walls of Master Bedroom and Bedroom 2 are finished with wallpaper. 主人睡房及睡房 2 之內牆鋪砌牆紙。 Internal walls of Ensuite 1 is finished with wallpaper and fabric upholstery. 套房 1 之內牆鋪砌牆紙及布飾。 Internal walls of staircase is finished with wallpaper and mirror. 樓梯之內牆鋪砌牆紙及鏡面。</p>
Flooring – 地板	<p>Natural stone flooring and skirting for Living Room and Dining Room. Oak engineered timber flooring and solid timber skirting for Bedrooms. Except the following house: 客廳及飯廳設天然石材地台及天然石材牆腳線。睡房設橡木複合地板及實木牆腳線。以下洋房除外：</p> <p>For Chur Avenue House No. 2: 庫爾大道 2 號洋房： Carpet and timber skirting for Master Bedroom and Family Room. 主睡房和家庭廳設地毯及木牆腳線。</p>
Door – 門	<p>Main Entrance Door 大門 Aluminum storm door and door frame finished with fluorocarbon coating, clear glass and lockset. 氟化炭噴塗鋁防風門及門框，鑲清玻璃及裝配門鎖。 Double leaf solid core timber door, timber door frame and architrave veneered with oak, and fitted with lockset and concealed door closer. 實心雙掩木門、木門框及封口線配以橡木皮飾面，裝有門鎖及暗藏式氣鼓。</p> <p>Bedrooms, Bathrooms and Store Room Doors 睡房，浴室及儲物室門 Hollow core timber door, timber door frame and architrave veneered with oak, and fitted with lockset. 空心木門、木門框及封口線配以橡木皮飾面，裝有門鎖。</p> <p>For Bedrooms and Bathrooms at Chur Avenue House no. 2, painted hollow core timber door, timber frame, architrave are provided, and fitted with lockset. 庫爾大道 2 號洋房之睡房和浴室：裝有髹上油漆的空心木門、木門框及封口線，並裝有門鎖。 For Bathroom in Ensuite 1 at Chur Avenue House no.2, acrylic sheet sliding door with metal door frame is installed. 庫爾大道 2 號洋房之套房 1 的浴室：裝有金屬門框亞加力膠趟門。 For Store Room at Chur Avenue House no. 2, painted hollow core timber door with mirror finish facing kitchen, timber door frame and architrave are installed and fitted with lockset. 庫爾大道 2 號洋房之儲物室：裝有髹上油漆的空心木門、木門框及封口線，向廚房面為鏡面，並裝有門鎖。</p>

Door –
門

Master Bathroom Door

主浴室門

Glazed sliding timber door frame and architrave are veneered with oak, and fitted with lockset.
玻璃趟門配以橡木皮飾面之木門框及封口線，裝有門鎖。

For Bern Avenue House no. 1, double leaf hollow core timber door, door frame and architrave are veneered with oak, and fitted with lockset.

伯恩大道 1 號洋房：雙掩橡木面空心木門、門框及封口線，裝有門鎖。

For Bern Avenue House no. 2 & Rhein Avenue House no. 2, glazed door with timber door frame and architrave are veneered with oak, and fitted with lockset.

伯恩大道 2 號洋房及萊茵河大道 2 號洋房：玻璃掩門配以橡木皮飾面之木門框及封口線，裝有門鎖。

For Chur Avenue House no. 2, acrylic sheet sliding door with metal door frame is installed.

庫爾大道 2 號洋房：裝有金屬門框亞加力膠趟門。

Kitchen Door

廚房門

Solid core timber door, timber door frame and architrave veneered with oak, and fitted with fire-rated glass panel, concealed door closer. (Rhein Avenue House no. 2 installed with lockset.)

實心木門、木門框及封口線均配以橡木皮飾面，鑲配防火玻璃，裝有暗藏式氣鼓。(萊茵河大道 2 號洋房裝有門鎖)

For Bern Avenue House no. 1:

伯恩大道 1 號洋房：

No kitchen door is provided.

不設廚房門。

For Chur Avenue House no. 2:

庫爾大道 2 號洋房：

Solid core timber door, timber door frame and architrave are painted, and fitted with door closer.

裝有髹上油漆的實心木門、木門框及封口線，並裝有氣鼓。

Doors to Terrace, Garden and Balcony

門進出前庭、花園及露台

Glazed door with aluminium door frame, and fitted with lockset.

玻璃門配以鋁門框，裝有門鎖。

Door to Roof

門進出天台

Glazed door with aluminium door frame, and fitted with lockset.

玻璃門配以鋁門框，裝有門鎖。

Bathroom –
浴室

Natural stone and glass panel for exposed walls, natural stone for exposed floors. Suspended gypsum board false ceiling finished with emulsion paint.

牆身外露處鋪砌天然石材及玻璃，地台外露處鋪砌天然石材。石膏板假天花髹乳膠漆。

For Bern Avenue House No. 1:

伯恩大道 1 號洋房：

Suspended gypsum board false ceiling finished with emulsion paint and aluminium ceiling.

石膏板假天花髹乳膠漆及鋁質天花。

Fitted with natural stone countertop, wooden cabinet and glass mirror.

裝設天然石材枱面，木製儲物櫃及玻璃鏡。

Fittings and equipment include ceramic wash basin with chrome plated wash basin mixer, vitreous china water closet, chrome plated shower set (for bathrooms with shower), chrome plated bath mixer (for bathrooms with bath tub).

裝置及設備包括陶瓷洗手盆配鍍鉻洗手盆水龍頭，陶瓷坐廁，淋浴間裝設鍍鉻花灑套裝（只適用於有淋浴間的浴室），鍍鉻浴缸水龍頭（只適用於有浴缸的浴室）。

Kitchen – 廚房	<p>Natural stone and glass panel finishes for exposed walls, natural stone for exposed floors and suspended gypsum board false ceiling finished with emulsion paint. 牆身外露處鋪砌天然石材及玻璃板，地台外露處鋪砌天然石材，石膏板假天花髹乳膠漆。</p> <p>For Bern Avenue House nos. 1, 2, Rhein Avenue House no. 2 and Chur Avenue House no. 2: 伯恩大道 1, 2 號洋房、萊茵河大道 2 號洋房及庫爾大道 2 號洋房： No glass panel is provided. 不設玻璃板。</p> <p>Cooking bench finished with Formica Stone. Except the following house: 灶台鋪砌人造石。以下洋房除外：</p> <p>For Chur Avenue House no. 2: 庫爾大道 2 號洋房： Cooking bench finished with natural stone. 灶台鋪砌天然石材。</p>
Other Provisions – 其他裝備	<p>i) Air-conditioners for Living Room, Dining Room, Bedrooms, Kitchen and Store Room; 客廳、飯廳、睡房、廚房及儲物室設有冷氣機；</p> <p>ii) Gas hob, cookerhood, microwave oven, oven, wine cellar and refrigerator for Kitchen. 廚房設有煤氣煮食爐、抽油煙機、微波爐、焗爐、酒櫃及雪櫃 For Zurich Avenue House no. 12, 17, 20, Bern Avenue House no. 1, 2 and Rhein Avenue House no. 2: 蘇黎世大道 12, 17, 20 號洋房、伯恩大道 1, 2 號洋房及萊茵河大道 2 號洋房： Dishwasher for Kitchen 廚房設有洗碗碟機 For Bern Avenue House no. 1, 2 and Rhein Avenue House no. 2: 伯恩大道 1, 2 號洋房及萊茵河大道 2 號洋房： Electric grill, induction cook and steamer for Kitchen; 廚房設有電烤爐、電磁爐及蒸爐；</p> <p>iii) LCD TV for Kitchen. Except the following house: 廚房裝設液晶顯示屏。以下洋房除外： Bern Avenue House no. 1; 伯恩大道 1 號洋房；</p> <p>iv) Washer and dryer for Store Room; 儲物室設有洗衣機及乾衣機；</p> <p>v) Telephone points are installed in Living room and all Bedrooms; 客廳及所有睡房裝設電話插座；</p> <p>vi) Concealed conduit with socket, TV/FM outlet and switch 暗藏式供電導管及裝有電插座、電視/電台插座及電掣</p>

[第 2 部分：出售條款完]

PART 3: OFFER FORM

(To be completed by the Tenderer)

To: **The Vendor**

1. Offer

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

2. Binding agreement if offer is accepted

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

3. Address for receipt of Letter of Acceptance

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

4. Declarations, representations and warranties

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

(a) **The information specified in the Schedule to this Offer Form is in all respects true and accurate in so far it is within my/our knowledge.**

(b) The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.

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

Schedule to the Offer Form

(To be completed by the Tenderer)

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

Section 2 - Purchase price			
Purchase price (HK\$)			
Cashier order	Amount (HK\$)	Bank	Cashier order no.

Section 3 – Payment plan	
<input type="checkbox"/> <u>Flexible Payment Plan I (TA1)</u>	<ul style="list-style-type: none"> • A preliminary deposit equivalent to 5% of the purchase price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance) • 5% of the purchase price shall be paid within 30 days after the date of Letter of Acceptance • 5% of the purchase price shall be paid within 120 days after the date of Letter of Acceptance • 5% of the purchase price shall be paid within 300 days after the date of Letter of Acceptance • 80% of the purchase price (balance of the purchase price) shall be paid within 480 days after the date of the Letter of Acceptance (The completion date shall not be earlier than 90 days and later than 480 days after the date of Letter of Acceptance)
<input type="checkbox"/> <u>Flexible Payment Plan II (TB1)</u>	
<input type="checkbox"/> <u>BSD Flexible Payment Plan (TC1)</u>	

Section 4 – Declaration regarding ad valorem stamp duty and buyer's stamp duty

(* Please tick as appropriate)

- (a) I am/We are [☐ subject to/☐ not subject to] the buyer's stamp duty;
- (b) The following ad valorem stamp duty is applicable to my/our purchase of the Property:
- *☐ Higher rate of ad valorem stamp duty at the new rate of 15%;
- *☐ Lower rate of ad valorem stamp duty at Scale 2 rates;
- (c) I am/each of us is acquiring the Property [☐ on my own behalf and not on behalf of any other person(s)/☐ on behalf of other person(s)].

Section 5 - Intermediary (if any)

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

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

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

Section 6 - Viewing of the Property (Please tick either one)

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

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

I/We [☐ **am/are** / ☐ **am not/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 (Cap. 622))

Section 8 - Submission checklist

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

- 1. ☐ Tender Document with the Offer Form duly completed and signed
- 2. ☐ Cashier order(s)
- 3. ☐ Tenderer’s identification document
- 4. ☐ Intermediary’s licence (if applicable)
- 5. Documents in Annex, duly signed and completed by the Tenderer:
 - (1) ☐ Agreement plan
 - (2) ☐ Warning to Purchasers (undated)
 - (3) ☐ Vendor’s Information Form (undated)
 - (4) ☐ Personal Information Collection Statement (undated)
 - (5) ☐ Letter regarding Stamp Duty Cash Rebate (undated)
 - (6) ☐ Acknowledgement Letter Regarding Stamp Duty (undated)
 - (7) ☐ Acknowledgement Letter Regarding Viewing of Property (undated)

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

We declare and agree as follows:-

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

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

<p>TENDERER MUST COMPLETE THIS PAGE</p>
--

Section 10 - Signature of the Tenderer and witness

I/We, the Tenderer, have read the entire Tender Document, the documents in the Annex, completed the Offer Form and the Schedule thereto. I/We agree to be bound by and confirm my/our acceptance the terms and conditions of the Tender Document.

(Note: The Offer Form must be signed by ALL of the Tenderers if there are more than one Tenderer(s). If the Tenderer is a company, this form must be signed by its authorized signatory(s) with company chop.)

Signed by the Tenderer:

X

Witnessed by:

X

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

Name of the witness:

Date:

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

第 3 部份：要約表格

(由投標者填寫)

致：賣方

1. 要約

本人／我們（其名稱與地址載於本要約表格的附表），即投標者，現不可撤銷地提出要約以本要約表格的附表中指明的樓價購買該物業，並受本招標文件及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，本招標文件（連同賣方的書面承約及出售條款）構成本人／我們與賣方之間按照招標文件所載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的附表中指明的香港通訊地址將作為收取接納書及退回銀行本票的地址。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／我們現向賣方聲明、陳述及保證如下：

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

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

要約表格的附表

(由投標者填寫)

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

第2節 – 樓價			
樓價（港幣）			
銀行本票	金額（港幣）	銀行	本票編號

第3節 – 支付辦法	
<input type="checkbox"/> <u>靈活付款計劃 I (TA1)</u>	<ul style="list-style-type: none"> • 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 • 相等於樓價 5%於接納書的日期後 30 日內繳付 • 相等於樓價 5%於接納書的日期後 120 日內繳付 • 相等於樓價 5%於接納書的日期後 300 日內繳付 • 相等於樓價 80%（樓價餘額）於接納書的日期後 480 日內繳付（成交日不可早於接納書的日期後 90 日及不可遲於接納書的日期後 480 日）
<input type="checkbox"/> <u>靈活付款計劃 II (TB1)</u>	
<input type="checkbox"/> <u>BSD 靈活付款計劃 (TC1)</u>	

第4節－有關從價印花稅及買家印花稅的聲明

(*請剔適用者)

- (a) 本人／吾等[*☐須／☐毋須]繳付買家印花稅；
- (b) 下列的從價印花稅稅率適用於本人／吾等購買的該物業：
- *☐ 以 15%新稅率計算的較高稅率的從價印花稅；
- *☐ 以第 2 標準稅率計算的較低稅率的從價印花稅；
- (c) 本人／吾等各人在購入該物業時是[*☐代表自己行事及並不代表任何其他人／☐代表他人行事]。

第5節－ 中介人 (如有)

地產代理姓名	
地產代理牌照號碼	
公司名稱	
聯絡電話	

關於中介人的聲明 (僅於有指明中介人時適用)

本人／我們確認及聲明中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、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負責。買方與中介人之任何糾紛一概與賣方無關。該物業之買賣交易嚴格依據招標文件進行。

第6節－ 參觀物業 (請剔其中一項)

- ☐ 賣方已開放物業供本人／我們參觀及本人／我們已參觀物業。
- ☐ 本人／我們明白本人／我們有權於遞交投標書之前參觀物業及賣方已開放物業供本人／我們參觀，但本人／我們決定不參觀物業。

第7節 – 與賣方關係的聲明 (*請剔適用者)

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

(如有以下情況,某人即屬賣方的「有關連人士」:

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

以下文件連同本招標文件遞交(詳情見招標公告第 2.7 段):

- 1. ☐ 招標文件及要約表格已填妥及簽署
- 2. ☐ 銀行本票
- 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附件的文件:
 - (1) ☐ 正式合約圖則
 - (2) ☐ 對買方的警告(未有填上日期)
 - (3) ☐ 賣方資料表格(未有填上日期)
 - (4) ☐ 個人資料收集聲明(未有填上日期)
 - (5) ☐ 關於印花稅現金回贈的信件(未有填上日期)
 - (6) ☐ 關於印花稅的確認書(未有填上日期)
 - (7) ☐ 關於參觀物業的確認信(未有填上日期)

第9節 – 關於公司投標者的聲明 (不適用於個人投標者)

我們聲明並同意如下：

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

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

第10節 – 投標者及見證人的簽署

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

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

投標者簽署：

X

見證人簽署：

X

獲授權人士的名稱 (如投標者為公司)：

見證人名稱：

日期：

[第3部份：要約表格完]
[招標文件完]

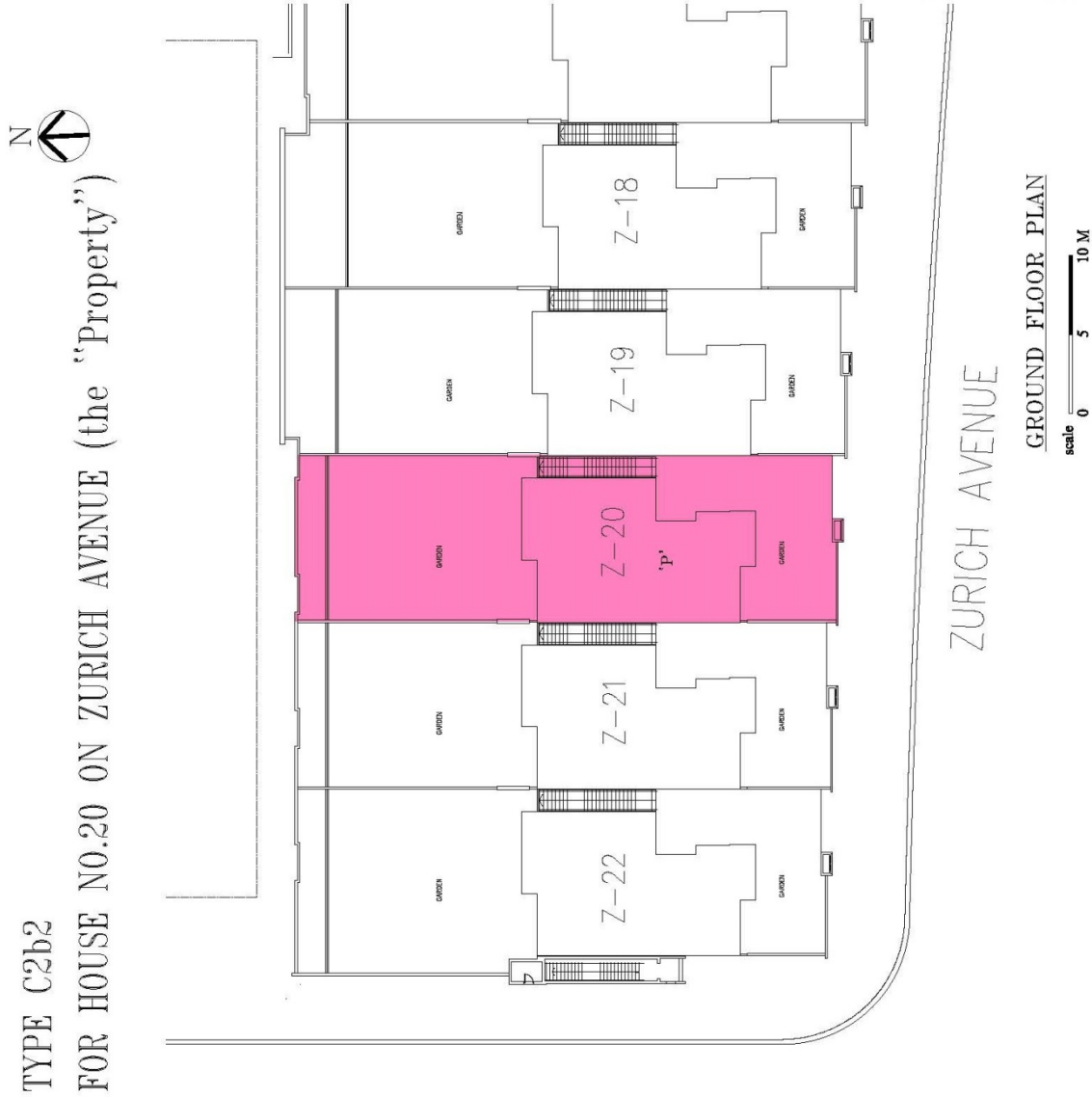
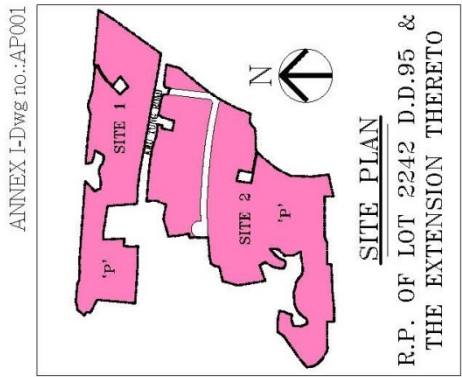
附件 Annex

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

*(The Annex does not form part of the Tender Document. However, the Tenderer should note documents marked with “#” **should be signed and submitted** together with the Tender Document.)*

1. 正式合約圖則 #
Agreement plan #
2. 對買方的警告 #
Warning to Purchasers #
3. 賣方資料表格 #
Vendor's Information Form #
4. 個人資料收集聲明 #
Personal Information Collection Statement #
5. 關於印花稅現金回贈的信件 #
Letter regarding Stamp Duty Cash Rebate #
6. 關於印花稅的確認書 #
Acknowledgement Letter Regarding Stamp Duty #
7. 關於參觀物業的確認信 #
Acknowledgement Letter regarding Viewing of Property #
8. 贈品、財務優惠或利益的列表
List of gifts, financial advantage or benefits
9. 嚴禁清洗黑錢宣傳單張
“Keep Money Laundering Away from Hong Kong” Leaflet

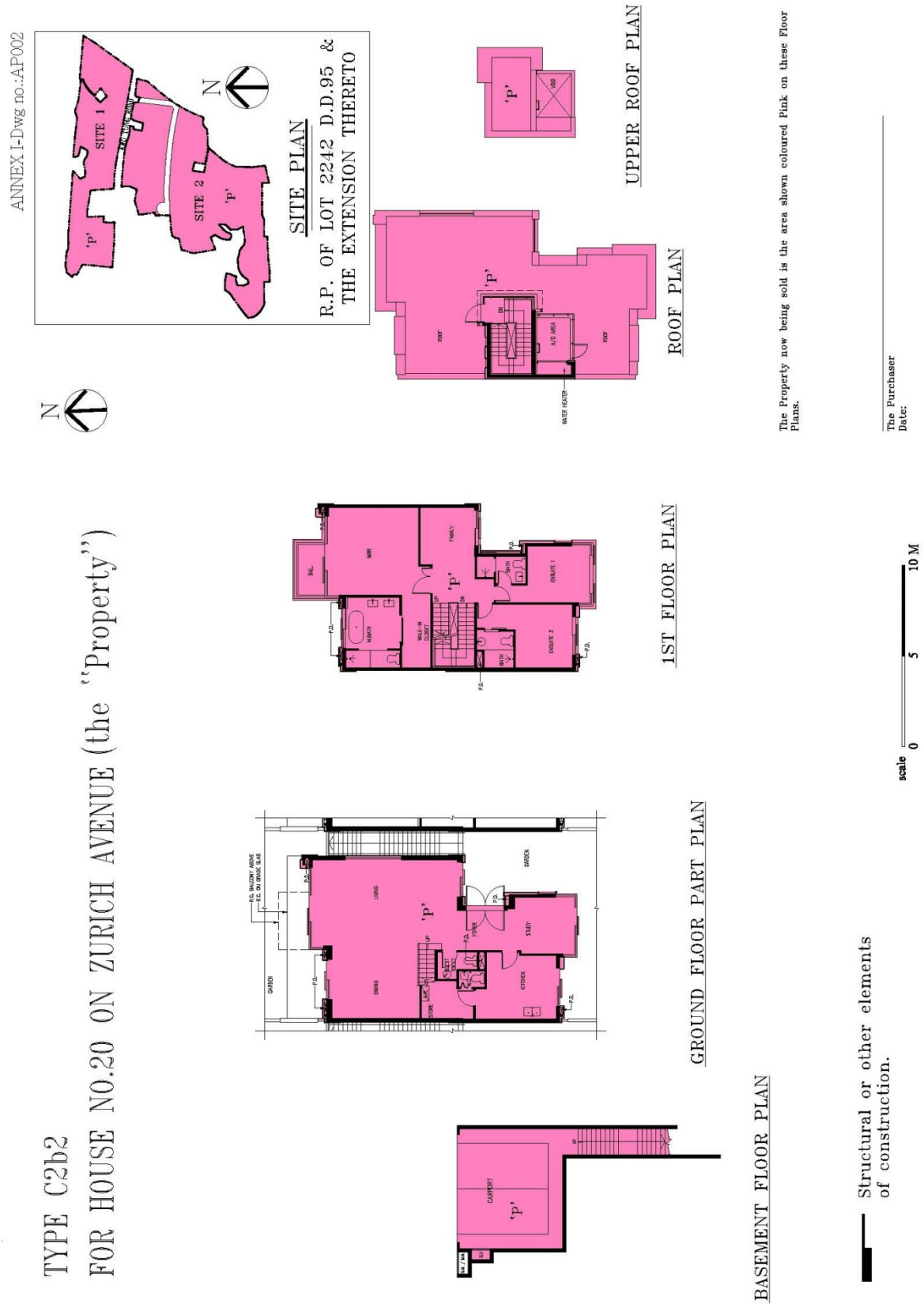
正式合約圖則
AGREEMENT PLAN



附表 1
Annex 1

TENDERER MUST COMPLETE
THIS PAGE 投標人須填妥本頁

正式合約圖則
AGREEMENT PLAN



附表 2
Annex 2

**TENDERER MUST COMPLETE
THIS PAGE 投標人須填妥本頁**

**WARNING TO PURCHASERS
PLEASE READ CAREFULLY**

對買方的警告
買方請小心閱讀

Vendor 賣方	Billion Great Investment Limited 兆興投資有限公司	
Address 地址	Valais 天巒 28 & 33 Kwu Tung Road, New Territories 新界古洞路 28 號及 33 號	
Property 本物業	Avenue/Boulevard 大道	House No. 洋房
	Zurich Avenue 蘇黎世大道	House No. 20 20 號洋房
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) 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。

公曆 2019 年 月 日

Dated this day of 2019

Signed by the Purchaser(s) 買方簽署

附表 3
Annex 3

**TENDERER MUST COMPLETE
THIS PAGE 投標人須填妥本頁**

Vendor's Information Form
賣方資料表格

Vendor 賣方	Billion Great Investment Limited 兆興投資有限公司
Property 本物業	Zurich Avenue House No. 20, Valais, 28 & 33 Kwu Tung Road, New Territories 新界古洞路 28 號及 33 號天巒蘇黎世大道 20 號洋房
Development 發展項目	Valais, 28 & 33 Kwu Tung Road, New Territories 新界古洞路 28 號及 33 號天巒
Lot 地段	The Remaining Portion of Lot No. 2242 in D.D. No. 95 & the Extension thereto 丈量約份第 95 約地段第 2242 號之餘段及其增批部份

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	每月港幣 HK\$12,649 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	每季港幣 HK\$6,260 per quarter
c) The name of the owners' incorporation (if any) 業主立案法團（如有的話）的名稱	No 沒有
d) The name of the manager of the Development 發展項目的管理人的姓名或名稱	Maison Platinum Service Company Limited 天瑞禮賓服務有限公司
e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development 賣方自政府或管理處接獲的關乎發展項目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 Development 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索	No 沒有

印製日期:2019 年 3 月 6 日

Date of Printing: 6 March 2019

I/We acknowledge receipt of a copy of this Vendor's Information Form and fully understand the contents thereof.
我／我們已收到此賣方資料表格之文本及完全明白其內容。

Signed by the Purchaser(s) 買方簽署

附表 4

Annex 4

新鴻基地產代理有限公司 個人資料收集聲明

收集閣下的個人資料

新鴻基地產代理有限公司（「本公司」或「我們」）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) 促進物業管理及保安；
- (vi) 就我們或新鴻基地產集團（「集團」）任何其他成員或由集團成員及合資夥伴成立的合資公司（「合資公司」）提供的服務、物業、物業發展項目或產品的質量進行調查（自願性質參與）；
- (vii) 促銷服務、物業、物業發展項目、產品及其他標的（詳情請參閱以下「在直接促銷中使用閣下資料」部分）；
- (viii) 進行統計研究和分析（統計研究及分析結果將不會揭露閣下的身分）；
- (ix) 與閣下溝通；
- (x) 調查及處理投訴；
- (xi) 預防或偵測非法或可疑活動；及
- (xii) 在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。

轉移閣下資料

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

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

附表 4 Annex 4

**TENDERER MUST COMPLETE
THIS PAGE 投標人須填妥本頁**

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) 集團成員或合資公司提供的物業或物業發展項目；
 - (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提出，其地址為香港港灣道 30 號新鴻基中心 45 樓。

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

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

- ☐ 請不要向我發送直接促銷資訊。
- ☐ 請不要將本人的個人資料提供予其他人士以供其在直接促銷中使用。

簽署

姓名：
日期：

(請勿於入標時填寫日期)

附表 4

Annex 4

Sun Hung Kai Real Estate Agency Limited Personal Information Collection Statement

Collection of your personal information

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

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

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

Purposes for which Your Information may be used

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

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

Transfer of Your Information

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

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

附表 4 Annex 4

**TENDERER MUST COMPLETE
THIS PAGE 投標人須填妥本頁**

Use of Your Information in direct marketing

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

In connection with direct marketing, we intend:

- (a) to use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;
- (b) to market the following classes of services and products to you:
 - (1) properties or property developments offered by member(s) of the Group or JV Companies;
 - (2) services and products offered by us, other members of the Group or JV Companies (including real estate agency services, credit facilities and financial services);
 - (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us, other members of the Group or JV Companies; and
 - (4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;
- (c) in return for money or other property, to provide Your Information described in (a) above to other members of the Group for their use in direct marketing the classes of services and products described in (b) above.

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

Access to and correction of Your Information

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

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

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

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

Signature

Name:

Date:

(Please leave undated upon tender submission)

附表 5
Annex 5

**TENDERER MUST COMPLETE
THIS PAGE 投標人須填妥本頁**

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

Vendor 賣方	Billion Great Investment Limited 兆興投資有限公司	
Address 地址	Valais 天籟 28 & 33 Kwu Tung Road, New Territories 新界古洞路 28 號及 33 號	
Property 該物業	Avenue/Boulevard 大道	House No. 洋房
	Zurich Avenue 蘇黎世大道	House No. 20 20 號洋房
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

- We, Billion Great Investment Limited, refer to your purchase of the Property under a preliminary agreement for sale and purchase (the **“Preliminary Agreement”**).
本公司兆興投資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**」）購買上述物業（以下稱「**該物業**」）一事致函閣下。
- 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 (please fill in a “✓” at the appropriate box) :-
本信件之目的為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（請在適用之方格內填寫「✓」號）：-
 - ☐ (If you have elected Payment Plan TA1) a Stamp Duty Cash Rebate which amount shall be equal to 100% of the ad valorem stamp duty calculated at lower rates (Scale 2), subject to a cap of 4.25% of the purchase price; or
（如閣下選擇付款計劃 TA1）印花稅現金回贈，金額相等於以從價印花稅以較低稅率（第 2 標準）計算的從價印花稅的 100%，上限為樓價的 4.25%；或
 - ☐ (If you have elected Payment Plan TB1) a Stamp Duty Cash Rebate which amount shall be equal to 70% of the ad valorem stamp duty chargeable on the formal agreement for sale and purchase; or
（如閣下選擇付款計劃 TB1）印花稅現金回贈，金額相等於就正式買賣合約應付的從價印花稅的 70%；或
 - ☐ (If you have elected Payment Plan TC1) a Stamp Duty Cash Rebate which amount shall be equal to 100% of the BSD (as defined in paragraph 12 below).
（如閣下選擇付款計劃 TC1）印花稅現金回贈，金額相等於買家印花稅（按以下第 12 段之定義）的 100%。
- 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, further part payment 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。

附表 5

Annex 5

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

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

- (d) If you claim that lower rates (Scale 2) of AVD shall apply and/or BSD shall be exempted:-

如買方聲稱應適用以較低稅率（第 2 標準）計算的從價印花稅及／或應豁免買家印花稅：

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

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

- (ii) If you have applied for the Transitional Loan, upon signing of the Agreement for Sale and Purchase, you shall deliver to the Vendor’s solicitors the original Statutory Declaration together with a duly completed Form IRSD 118 and other 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。

- (e) If you have utilized the Transitional Loan and the Stamp Duty Cash Rebate is insufficient to repay all the outstanding amount under the Transitional Loan in accordance with paragraph 6(b) below, you shall repay the balance of the Transitional Loan at the same time when you complete the purchase of the Property. The repayment shall be made by a cashier order or solicitor’s cheque drawn in favour of Honour Finance Company, Limited and delivered to the Vendor’s solicitors on completion.

如閣下已使用過渡性貸款及印花稅現金回贈不足以根據以下第 6(b)段償還過渡性貸款的所有未償還欠款，閣下須於完成購買該物業的同時償還過渡性貸款餘款。還款須以本票或律師樓支票並於成交當日交付予賣方律師，本票或律師樓支票抬頭寫「Honour Finance Company, Limited」或「忠誠財務有限公司」。

4. **Your duly completed application form (in the form specified by us) (together with the official receipt(s) for payment of all 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 completion of the sale and purchase of the Property.**

本公司必須於完成該物業的買賣的交易日前最少 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 :-

本公司收到閣下的申請並證實有關資料無誤後：

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

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。

附表 5

Annex 5

8. After we have paid the Stamp Duty Cash Rebate, if the amount of the relevant stamp duty actually payable exceeds the amount based on which the Stamp Duty Cash Rebate is calculated, we are not required to pay any other or additional Stamp Duty Cash Rebate to you. In case of dispute, we have the right to determine the amount of the Stamp Duty Cash Rebate, and such determination shall be final and binding on you.
在本公司支付印花稅現金回贈後，即使實際應付的相關印花稅金額大於計算印花稅現金回贈所依據的金額，本公司亦無須再向閣下支付任何其他或額外印花稅現金回贈。若有爭議，本公司有權決定印花稅現金回贈的金額，有關決定為最終決定並對閣下具有約束力。
9. The benefit in this letter is personal to you and is only available to you as a purchaser of the Property who signs a preliminary agreement for sale and purchase of a residential property in Valais. 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，並且僅向簽署購買天巒住宅物業的臨時買賣合約的買方提供。不管怎樣，閣下只可就每個住宅物業有權收取印花稅現金回贈一次。本信件賦予閣下的權利或利益不得轉讓或轉移，但閣下可在忠誠財務有限公司要求時，將閣下在本信件的權利或利益轉讓或轉移給忠誠財務有限公司，作為閣下償還過渡性貸款的保證。
10. You may have to notify your bank of the Stamp Duty Cash Rebate in the mortgage application process. The bank may take into account the Stamp Duty Cash Rebate in determining the loan amount. For details, please make enquiry with the banks.
閣下在按揭申請中可能需要通知閣下的銀行有關印花稅現金回贈的安排。銀行決定提供貸款額時可能會考慮印花稅現金回贈。請向銀行查詢有關詳情。
11. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.
本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。
12. For the purpose of this letter,
就本信件而言，
- “AVD” means the ad valorem stamp duty chargeable on the Preliminary Agreement and the Agreement for Sale and Purchase under the Stamp Duty Ordinance.
「從價印花稅」是指根據《印花稅條例》對臨時合約和買賣合約徵收的從價印花稅。
- “BSD” means the buyer’s stamp duty chargeable on the Preliminary Agreement and the Agreement for Sale and Purchase under the Stamp Duty Ordinance.
「買家印花稅」是指根據《印花稅條例》對臨時合約和買賣合約徵收的買家印花稅。
- “Stamp Duty Ordinance” means the Stamp Duty Ordinance (Cap. 117) as amended from time to time.
「《印花稅條例》」是指經不時修訂的《印花稅條例》（香港法例第 117 章）。
13. The Vendor and the Purchaser do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623)(the “CRTPO”) and agree that this letter shall be excluded from the application of the CRTPO.
賣方和買方無意賦予任何第三者權利依據《合約（第三者權利）條例》（第 623 章）（「該條例」）強制執行本信件下任何條款，並且同意排除該條例對本信件的適用。
14. In case of dispute, we reserve our rights to make the final decision on all matters arising from this letter and such decision shall be binding on you.
如有爭議，本公司有權就本信件引起的所有事宜作最後決定，該決定對閣下有約束力。
15. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
如本文件之中英文文本有任何歧義，一切以英文文本為準。

For and on behalf of
Sun Hung Kai Real Estate Agency Limited
As agent of Billion Great Investment Limited



Authorized Signature(s)
授權人士簽署

附表 5
Annex 5

TENDERER MUST COMPLETE
THIS PAGE 投標人須填妥本頁

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

經小心考慮本信件的内容後，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）：

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

(b) The following ad valorem stamp duty is applicable to my/our purchase of the Property;
以下的從價印花稅適用於本人／吾等購買的該物業；

*☐ Higher rate of ad valorem stamp duty at the new rate of 15%;
以 15% 新稅率計算的較高稅率的從價印花稅；

*☐ Lower rate of ad valorem stamp duty at Scale 2 rates;
以第 2 標準稅率計算的較低稅率的從價印花稅；

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

I/We acknowledge and understand that Billion Great Investment Limited relies on my/our declarations and representations made above in offering the Stamp Duty Cash Rebate to me/us.

本人／吾等確認及明白兆興投資有限公司倚賴本人／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 letter must be completed. This letter must be signed by ALL of the Purchasers if there are more than one Purchaser.

If the Purchaser is a corporation, this letter must be signed by its authorized signatory(s) with company chop.

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

附表 6 Annex 6

**TENDERER MUST COMPLETE
THIS PAGE 投標人須填妥本頁**

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

Vendor 賣方	Billion Great Investment Limited 兆興投資有限公司	
Address 地址	Valais 天巒 28 & 33 Kwu Tung Road, New Territories 新界古洞路 28 號及 33 號	
Property 本物業	Avenue/Boulevard 大道	House No. 洋房
	Zurich Avenue 蘇黎世大道	House No. 20 20 號洋房
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該述物業之臨時買賣合約（「**臨時合約**」）及正式買賣合約（「**買賣合約**」）之前，買方已獲悉以下事項及其影響：

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

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 of for residential property transactions to a flat rate of 15% (“**New Rate**”), such that any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to the AVD at New Rate. AVD at New Rate is applicable to any residential property (except that acquired by a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition) acquired either by an individual or a company.

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

Tightening Up of Exemption Arrangement 收緊豁免安排

2. On 11 April 2018, the Stamp Duty (Amendment) (No.2) Bill 2017 (“**the said Bill**”) was passed by the Legislative Council to tighten up of the exemption arrangement for Hong Kong permanent residents (“**HKPR**”) under the New Rate. Under the said Bill, unless specifically exempted or otherwise provided by law, any instrument executed on or after 12 April 2017 for the sale and purchase or transfer of residential property, if covering more than one residential property, will be subject to AVD at New Rate even though those residential properties are acquired by a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition. The said Bill is currently to be gazetted.

《2017 年印花稅（修訂）（第 2 號）條例草案》（「**該條例草案**」）已於 2018 年 4 月 11 日獲立法會通過，以收緊現時為香港永久性居民提供的豁免安排。根據該條例草案，除獲特定豁免或另有法律規定外，任何在 2017 年 4 月 12 日或以後簽立以買賣或轉讓住宅物業的文書，若該文書包含多於一個住宅物業，則即使該等住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業，仍須按新稅率繳付「從價印花稅」。該條例草案現時有待刊憲。

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

附表 6

Annex 6

4. For details of the applicable exemptions to AVD at New Rate and the said Bill, please browse the Inland Revenue Department website (www.ird.gov.hk).

有關以新稅率計算的「從價印花稅」適用的豁免及該條例草案的詳情，請瀏覽稅務局網頁（www.ird.gov.hk）。

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

5. If the Purchaser claims that the AVD at Scale 2 rates shall apply and/or buyer's stamp duty ("BSD") shall be exempted:-
如買方聲稱應適用以第 2 標準稅率計算的從價印花稅及／或應豁免買家印花稅：
- (a) The Purchaser or each of the Purchaser (as the case may be) shall make a statutory declaration (the "**Statutory Declaration**") (in the prescribed form) accompanied with a copy of 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／她的香港身分證副本。
 - (b) The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors:-
買方承諾向賣方律師交付並促使其律師向賣方律師交付：
 - (i) within 17 days from the date of the Agreement for Sale and Purchase, a certified true copy of the Statutory Declaration together with a duly completed Form IRSD 118 and other supporting documents which the Stamp Office may from time to time require; and
在買賣合約訂立之日起 17 天內，「法定聲明」的認證副本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他證明文件；及
 - (ii) within 1 month from the date of the Agreement for Sale and Purchase, a certified true copy of the Agreement for Sale and Purchase duly stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.
在買賣合約訂立之日起 1 個月內，一份已加蓋應付印花稅之買賣合約的認證副本，或印花證明書的認證副本，以證明已完全繳付買賣合約之印花稅。
6. If the present transaction is subject to payment of the AVD at New Rate, the AVD at New Rate will be payable within 30 days after execution of the relevant Agreement for Sale and Purchase.
如本項交易須繳付以新稅率計算的從價印花稅，以新稅率計算的從價印花稅須在有關買賣合約簽立日期後 30 天內繳交。

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

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

Other Matters 其他事項

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

附表 6

Annex 6

**TENDERER MUST COMPLETE
THIS PAGE 投標人須填妥本頁**

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

Signed by the Purchaser(s) 買方簽署

附表 7
Annex 7

**TENDERER MUST COMPLETE
THIS PAGE 投標人須填妥本頁**

ACKNOWLEDGEMENT LETTER REGARDING VIEWING OF PROPERTY
關於參觀物業的確認信

Vendor 賣方	Billion Great Investment Limited 兆興投資有限公司	
Address 地址	Valais 天巒 28 & 33 Kwu Tung Road, New Territories 新界古洞路 28 號及 33 號	
Property 本物業	Avenue/Boulevard 大道	House No. 洋房
	Zurich Avenue 蘇黎世大道	House No. 20 20 號洋房
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 before the signing of the Preliminary Agreement for Sale and Purchase (“Preliminary Agreement”) of the Property 買方謹此確認及知悉在簽署上述物業的臨時買賣合約（「臨時合約」）之前：

- ☐ The Vendor has made the Property available for viewing by the Purchaser and the Purchaser has viewed the Property at the following time 賣方已開放上述物業供買方參觀，且買方已於下列日期及時間參觀過上述物業：
Date and time 日期及時間: _____

☐ The Purchaser understands that he has the right to view the Property before the signing of the Preliminary Agreement and the Vendor has offered to arrange the Purchaser to view the Property, however, the Purchaser has declined to do so. 買方明白他有權在簽署臨時合約之前參觀上述物業，而賣方已邀請買方參觀上述物業，但買方拒絕參觀。
- ☐ It is not reasonably practicable for the Vendor to make the Property available for viewing by the Purchaser for the following reason 因以下原因，賣方開放上述物業供買方參觀，並非合理地切實可行：
Reason 原因: _____
(e.g. the Property is subject to existing tenancy 例如物業現有租約)
Pursuant to section 44(2)(b)(i) of the Residential Properties (First-hand Sales) Ordinance, the Vendor has made a comparable residential property in the Development (specified below) available for viewing by the Purchaser 根據《一手住宅物業銷售條例》第 44(2)(b)(i)條，賣方已開放發展項目內與上述物業相若的住宅物業供買方參觀：
Comparable residential property 相若住宅物業: _____

☐ The Purchaser has viewed the comparable residential property at the following time 買方已於下列日期及時間參觀過該相若住宅物業：
Date and time 日期及時間: _____

☐ The Purchaser understands that he has the right to view the comparable residential property before the signing of the Preliminary Agreement, however, the Purchaser has declined to do so. 買方明白他有權在簽署臨時合約之前參觀該相若的住宅物業，但買方拒絕參觀。
- ☐ It is not reasonably practicable for the Vendor to make the Property available for viewing by the Purchaser for the following reason 因以下原因，賣方開放上述物業供買方參觀，並非合理地切實可行：
Reason 原因: _____
(e.g. the Property is subject to existing tenancy 例如物業現有租約)
It is also not reasonably practicable for the Vendor to make any comparable residential property in the Development available for viewing by the Purchaser for the following reason 因以下原因，賣方開放發展項目內任何與上述物業相若的住宅物業供買方參觀，並非合理地切實可行：
Reason 原因: _____
(e.g. the Property is the last unsold unit 例如物業是最後一個未出售單位)
The Purchaser agrees and confirms that the Vendor is not required to make such a comparable residential property available for viewing by the Purchaser pursuant to section 44(2)(b)(ii) of the Residential Properties (First-hand Sales) Ordinance before the signing of the Preliminary Agreement. 根據《一手住宅物業銷售條例》第 44(2)(b)(ii)條，買方同意及確認賣方無須在簽署臨時合約之前開放該相若單位供買方參觀。

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

附表 8 Annex 8

天巒
Valais

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

1. 視乎買方其要約表格所選擇的支付辦法，賣方將就購買該物業向買方提供以下該支付辦法相關的贈品、財務優惠或利益。
Depending on the payment plan selected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits of the payment plan will be made available by the Vendor to the Purchaser in connection with the purchase of the Property.
2. 如正式合約因任何原因終止或取消，則賣方提供贈品、財務優惠及利益的協議將無效。
The Vendor's agreement 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.
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它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。
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 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. 根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠（如有）；而有關還款能力之要求（包括但不限於供款與入息比率之上限）將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。
According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the Purchaser in connection with the purchase of a residential property will be deducted from the purchase price when calculating the loan-to-value ratio by the bank and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.
5. 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。
The maximum loan amount, interest rate and terms of any loan to be offered by the Vendor's designated financing company are for reference only. The actual loan amount, interest rate and terms to be offered to the Purchaser shall be subject to the independent approval of the designated financing company, and may be affected by the laws and the guidelines, announcement, memorandum, etc. (whether the same is binding on the designated financing company) issued by the Government, Hong Kong Monetary Authority, banks and relevant regulatory authorities from time to time.

附表 8

Annex 8

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。

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.

附表 8

Annex 8

(TA1) 靈活付款計劃 I
Flexible Payment Plan I

1. 印花稅優惠
Stamp Duty Offer(s)

(a) 印花稅現金回贈
Stamp Duty Cash Rebate

- (I) 買方在按正式合約完成該物業買賣交易的情況下，可獲賣方提供印花稅現金回贈（『印花稅現金回贈』）。印花稅現金回贈的金額相等於以從價印花稅以較低稅率（第2標準）計算的從價印花稅的100%，上限為樓價的4.25%。

Subject to the completion of the sale and purchase of the Property in accordance with the Agreement, the Purchaser shall be entitled to a Stamp Duty Cash Rebate (“Stamp Duty Cash Rebate”) offered by the Vendor which amount shall be equal to 100% of the ad valorem stamp duty calculated at lower rates (Scale 2), subject to a cap of 4.25% of the purchase price.

- (II) 買方須於按正式合約完成物業的買賣的交易日前最少30日以書面（連同就正式合約應付的所有印花稅的正式繳付收據）向賣方申請印花稅現金回贈，賣方會於收到申請並確認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) for the Stamp Duty Cash Rebate at least 30 days before the date of completion of the sale and purchase of the Property in accordance with the Agreement. After the Vendor has received the application and duly verified the information, the Vendor will apply the Stamp Duty Cash Rebate for part payment of the balance of the purchase price directly.

- (III) 如買方已從賣方的指定財務機構（『指定財務機構』）獲得過渡性貸款（詳情請參閱以下第1(b)段），則印花稅現金回贈會首先支付予該指定財務機構用作償還過渡性貸款的未償還欠款，餘款（如有）才會用於支付部份樓價餘額。

If the Purchaser has obtained the Transitional Loan from the Vendor's designated financing company (“designated financing company”) (please see paragraph 1(b) below for details), then the Stamp Duty Cash Rebate will first be paid to the designated financing company for repayment of any amount outstanding under the Transitional Loan and the balance (if any) will be applied for part payment of the balance of the purchase price.

- (IV) 在賣方支付印花稅現金回贈金額後，即使實際就正式合約應繳付的從價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 Stamp Duty Cash Rebate, if the amount of the ad valorem stamp duty actually payable 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.

- (V) 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.

- (b) 過渡性貸款－印花稅繳款（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）

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

附表 8

Annex 8

- (I) 買方可向賣方的指定財務機構(『指定財務機構』)申請過渡性貸款(『過渡性貸款』)。
The Purchaser may apply for a Transitional Loan (the “Transitional Loan”) from the Vendor’s designated financing company (“designated financing company”).
- (II) 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.
- (III) 過渡性貸款的最高金額為就正式合約應付的從價印花稅的70%，上限為樓價的2.975%。
The maximum Transitional Loan amount shall be 70% of the ad valorem stamp duty chargeable on the Agreement, subject to a cap of 2.975% of the purchase price.
- (IV) 過渡性貸款的到期日為按正式合約完成該物業買賣的交易日。
The maturity date of the Transitional Loan is the date of completion of the sale and purchase of the Property in accordance with the Agreement.
- (V) 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.**
- (VI) 所有過渡性貸款的法律文件須由賣方代表律師準備，並於賣方代表律師的辦事處簽署。買方無須支付任何申請貸款的手續費或法律費用。如買方就過渡性貸款另行自聘律師作為其代表律師，買方須負責其代表律師有關費用及雜費。
All legal documents of the Transitional Loan shall be prepared by the Vendor’s solicitors and signed at the office of the Vendor’s solicitors. The Purchaser will not be charged any handling fee or legal fee for processing the loan application. If the Purchaser shall instruct his/her/its own solicitors to act for him/her/it for the Transitional Loan, the Purchaser shall bear his/her/its own solicitors’ relevant costs and disbursements.
- (VII) 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（**包括以15%新稅率計算的從價印花稅**）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 **(including the ad valorem stamp duty at the new rate of 15%)** 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.
- (VIII) 買方敬請向指定財務機構查詢有關過渡性貸款用途及詳情。過渡性貸款批出與否及其條款，指定財務機構有最終決定權。不論過渡性貸款獲批與否，買方仍須按正式合約完成物業的交易及繳付物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and details of the Transitional Loan. The approval or disapproval of the Transitional Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the Transitional Loan is granted or not, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement.
- (IX) 過渡性貸款受其他條款及細則約束。
The Transitional Loan is subject to other terms and conditions.

附表 8

Annex 8

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

如買方沒有使用過渡性貸款，在買方按正式合約完成物業買賣交易的情況下，可獲額外港幣\$10,000現金回贈（『港幣\$10,000現金回贈』）。

If the Purchaser has not utilized the Transitional Loan, subject to completion of the sale and purchase of the Property in accordance with the Agreement, an extra cash rebate of HK\$10,000 (“HK\$10,000 Cash Rebate”) would be offered to the Purchaser.

買方須於按正式合約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\$10,000現金回贈，賣方會於收到申請並確認有關資料無誤後將港幣\$10,000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\$10,000 Cash Rebate at least 30 days before the date of completion of the sale and purchase of the Property in accordance with the Agreement. After the Vendor has received the application and duly verified the information, the Vendor will apply the HK\$10,000 Cash Rebate for part payment of the balance of the purchase price directly.

為免疑問，買方只可選擇使用過渡性貸款或獲得港幣\$10,000現金回贈的其中一項。

For the avoidance of doubt, the Purchaser can only choose either to utilize the Transitional Loan or to obtain the HK\$10,000 Cash Rebate.

2. 提前成交現金回贈 Early Completion Cash Rebate

- (a) 如買方提前於正式合約訂明的交易日或之前，繳付樓價全數及完成該物業的買賣交易（唯完成該物業買賣交易的日期須屬以下列表指明的期間內），可根據以下列表獲賣方送出提前成交現金回贈（『提前成交現金回贈』）。

Where the Purchaser settles the balance of the purchase price earlier than the due date of payment specified in the Agreement provided that such date of completion of the sale and purchase of the Property falls within the period(s) specified in the table below, the Purchaser shall be entitled to an Early Completion Cash Rebate (“Early Completion Cash Rebate”) offered by the Vendor according to the table below.

完成該物業的買賣交易日期 Date of completion of the sale and purchase of the Property	提前成交現金回贈金額 Early Completion Cash Rebate amount
接納書的日期後 120 日內 Within 120 days after the date of the Letter of Acceptance	樓價 5% 5% of the purchase price
接納書的日期後 121 日至 300 日期間內 Within the period from 121 days to 300 days after the date of the Letter of Acceptance	樓價 3% 3% of the purchase price

- (b) 買方須於完成該物業的買賣交易前最少30日，以書面向賣方申請提前成交現金回贈，賣方會於收到申請並確認有關資料無誤後將提前成交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 Early Completion Cash Rebate at least 30 days before the date of completion of the sale and purchase of the Property. After the Vendor has received the application and duly verified the information, the Vendor will apply the Early Completion Cash Rebate for part payment of the balance of the purchase price directly.

附表 8

Annex 8

- (c) 完成該物業的買賣交易日期以賣方代表律師收到所有樓價款項日期為準。如上述第2(a)段中訂明的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），則該日定為下一個工作日。

The date of completion of the sale and purchase of the Property shall be the date on which all the purchase price is received by the Vendor's solicitors. If the last day of the period as set out in paragraph 2(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.

3. 免息前期貸款（只適用於買方為個人）

Interest-Free Part Payment Financing (only applicable to the Purchaser who is an individual)

買方可向賣方的指定財務機構（『指定財務機構』）申請免息前期貸款（『前期貸款』），前期貸款的最高金額為樓價的 10%，如買方在到期日或之前準時還清前期貸款，將獲豁免前期貸款利息。主要條款如下：

The Purchaser may apply for the Interest-Free Part Payment Financing ("Part Payment Financing") from the Vendor's designated financing company ("designated financing company"). The maximum amount of the Part Payment Financing shall be 10% of the purchase price. **If the Purchaser shall duly repay the Part Payment Financing on or before the maturity date, interest on the Part Payment Financing will be waived.** Key terms are as follows:

- (a) 買方須於接納書的日期後60日內向指定財務機構申請前期貸款。
The Purchaser shall make the application for the Part Payment Financing to the designated financing company within 60 days after the date of the Letter of Acceptance.

- (b) 前期貸款必須以一個香港住宅物業（『現有物業』）作為抵押品並由相關業主（如業主多於一人則所有業主）作出第一法定押記，在前期貸款及所有相關欠款還清後方可贖回現有物業。以下為申請前期貸款的基本要求：

The Part Payment Financing shall be secured by a first legal charge over a Hong Kong residential property ("Existing Property") provided by the relevant registered owner (if there is more than one registered owner then all of them) and shall only be redeemed after repayment of the Part Payment Financing and all relevant outstanding sums. The following are the basic requirements of application for the Part Payment Financing:

- 現有物業的業主（或其中一位業主）必須為買方（或其中一位買方）或買方的近親（即配偶、父母、子女、兄弟或姊妹）或其中一位買方的近親；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 or sisters) 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

- 指定財務機構估算現有物業的價值不低於該物業之樓價的40%；及
The designated financing company's valuation of the Existing Property shall be not less than 40% of the purchase price of the Property; and

- 現有物業不屬於村屋、1970年前發出入伙紙的單幢式住宅物業、有轉讓限制的物業或非屋苑式的離島物業等。

The Existing Property is not a village-type house, residential property in a single block with an Occupation Permit issued before 1970, property which is subject to alienation restrictions and non-estate-type property situated on the outlying islands, etc.

儘管符合上述要求，指定財務機構保留權利不接受現有物業作為抵押品。

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

附表 8

Annex 8

- (c) 前期貸款須於接納書的日期後120日內一次過全部提取，並只可用於繳付部份樓價。
The Part Payment Financing shall be fully drawn in one lump sum for part payments of the purchase price within 120 days after the date of the Letter of Acceptance.
- (d) 前期貸款的到期日為按正式合約完成物業的買賣的交易日。
The maturity date of the Part Payment Financing is the date of completion of the sale and purchase of the Property in accordance with the Agreement.
- (e) 利率為5% p.a.。如買方在到期日或之前準時還清前期貸款，將獲豁免貸款利息。
Interest rate shall be 5% p.a..**If the Purchaser shall duly repay the Part Payment Financing on or before the maturity date, interest on the Part Payment Financing will be waived.**
- (f) 所有前期貸款的法律文件須由賣方代表律師準備，並於賣方代表律師的辦事處簽署。買方無須支付任何申請貸款的手續費或法律費用（惟買方須自行支付為證明其現有物業良好業權之補契費用（如有））。如買方就前期貸款另行自聘律師作為其代表律師，買方須負責其代表律師有關費用及雜費。
All legal documents of the Part Payment Financing shall be prepared by the Vendor's solicitors and signed at the office of the Vendor's solicitors. The Purchaser will not be charged any handling fee or legal fee for processing the loan application (except that the expenses for obtaining any missing title deeds (if any) in order to prove good title of the Existing Property shall be borne by the Purchaser). If the Purchaser shall instruct his/her own solicitors to act for him/her for the Part Payment Financing, the Purchaser shall bear his/her own solicitors' relevant costs and disbursements.
- (g) 買方敬請向指定財務機構查詢有關前期貸款用途及詳情。前期貸款批出與否及其條款，指定財務機構有最終決定權。不論前期貸款獲批與否，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 Part Payment Financing. The approval or disapproval of the Part Payment Financing and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the Part Payment Financing is granted or not, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement.
- (h) 前期貸款受其他條款及細則約束。
The Part Payment Financing is subject to other terms and conditions.
- (i) 賣方均無給予或視之為已給予任何就前期貸款之批核的陳述或保證。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the Part Payment Financing.

4. 備用按揭貸款優惠 Standby Mortgage Loan Offers

買方可向賣方的指定財務機構（『指定財務機構』）申請以下其中一項貸款：

The Purchaser may apply for **ONLY ONE** of the following loans from the Vendor's designated financing company ("designated financing company"):

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

第一按揭貸款的最高金額為淨樓價的80%，惟第一按揭貸款金額不可超過應繳付之樓價餘額，如買方意欲申請最高貸款金額，可能須提前支付樓價餘額。主要條款如下：

The maximum First Mortgage Loan amount shall be 80% of the net purchase price, provided that the amount of First Mortgage Loan shall not exceed the balance of purchase price payable, a Purchaser intending to apply for the maximum loan amount may have to early settle the balance of purchase price. Key terms are as follows:

附表 8

Annex 8

- (I) 買方必須於完成該物業的買賣的交易日前最少60日以書面向指定財務機構申請第一按揭貸款。
The Purchaser shall make a written application to the designated financing company for the First Mortgage Loan not less than 60 days before the date of completion of sale and purchase of the Property in accordance with the Agreement.
- (II) 第一按揭貸款以該物業之第一法定按揭作抵押。
The First Mortgage Loan shall be secured by a first legal mortgage over the Property.
- (III) 第一按揭貸款年期最長為25年。
The maximum tenor of First Mortgage Loan shall be 25 years.
- (IV) 首兩年之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率（『港元最優惠利率』）減2.85% p.a.，其後之按揭利率為港元最優惠利率減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 two years 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 minus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
- (V) 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.
- (VI) 買方及其擔保人（如有）須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、收入證明及／或銀行紀錄。
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, income proof and/or banking record upon request from the designated financing company.
- (VII) 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.
- (VIII) 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.
- (IX) 所有第一按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及雜費。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第一按揭貸款的律師費用及雜費。
All legal documents of the 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.
- (X) 買方敬請向指定財務機構查詢有關第一按揭貸款用途及詳情。第一按揭貸款批出與否及其條款，指定財務機構有最終決定權。不論第一按揭貸款獲批與否，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the First Mortgage Loan. The approval or disapproval of the First Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the First Mortgage Loan is granted or not, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement.

附表 8

Annex 8

- (XI) 第一按揭貸款受其他條款及細則約束。
The First Mortgage Loan is subject to other terms and conditions.
- (XII) 賣方無給予或視之為已給予任何就第一按揭貸款之批核的陳述或保證。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the First Mortgage Loan.

(b) 備用第二按揭貸款（『第二按揭貸款』）
Standby Second Mortgage Loan (“Second Mortgage Loan”)

第二按揭貸款的最高金額為淨樓價的25%，惟第一按揭貸款（由第一按揭銀行提供）及第二按揭貸款總金額不可超過應繳付之樓價餘額。主要條款如下：

The maximum Second Mortgage Loan amount shall be 25% of the net purchase price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and second mortgage loan offered shall not exceed the balance of purchase price payable. Key terms are as follows:

- (I) 買方必須於完成該物業的買賣的交易日前最少60日以書面向指定財務機構申請第二按揭貸款。
The Purchaser shall make a written application to the designated financing company for the Second Mortgage Loan not less than 60 days before the date of completion of sale and purchase of the Property in accordance with the Agreement.
- (II) 第二按揭貸款年期最長為25年，或第一按揭貸款（由第一按揭銀行提供）之年期，以較短者為準。
The maximum tenor of Second Mortgage Loan shall be 25 years or the tenor of first mortgage loan (offered by the first mortgagee bank), whichever is shorter.
- (III) 第二按揭貸款以該物業之法定按揭作抵押。
The Second Mortgage Loan shall be secured by a legal mortgage over the Property.
- (IV) 首兩年之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率（『港元最優惠利率』）減2.85% p.a.，其後之按揭利率為港元最優惠利率減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 two years 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 minus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
- (V) 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.
- (VI) 買方及其擔保人（如有）須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、收入證明及／或銀行紀錄。
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, income proof and/or banking record upon request from the designated financing company.
- (VII) 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.
- (VIII) 第一按揭貸款（由第一按揭銀行提供）及第二按揭貸款申請須由有關承按機構獨立審批。
The first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall be approved by the relevant mortgagees independently.

附表 8

Annex 8

- (IX) 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.
- (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雜費。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第二按揭貸款的律師費用及雜費。
All legal documents of the Second Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the Second Mortgage Loan.
- (XI) 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及其條款，指定財務機構有最終決定權。不論第二按揭貸款獲批與否，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Second Mortgage Loan. The approval or disapproval of the Second Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the Second Mortgage Loan is granted or not, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement.
- (XII) 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.
- (XIII) 賣方無給予或視之為已給予任何就第二按揭貸款之批核的陳述或保證。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the Second Mortgage Loan.

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

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

上文『淨樓價』一詞指扣除所有現金回贈(如有)後的該物業之樓價。

The term "net purchase price" above means the amount of the purchase price of the Property after deducting all cash rebate(s) (if any).

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

在不影響買方於正式合約下之權利的前提下，凡該物業（但不包括該物業的花園內的園景及盆栽(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起計3年內向賣方發出書面通知，賣方須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。首3年保修優惠受其他條款及細則約束。

Without affecting the Purchaser's rights under the Agreement, the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of completion of the purchase of the Property, rectify any defects (fair wear and tear excepted) to the Property (excluding the landscape area and potted plants in the garden of the Property (if any)) caused otherwise than by the act or neglect of any person. The First 3 Years Warranty Offer is subject to other terms and conditions.

附表 8

Annex 8

(TB1) 靈活付款計劃 II
Flexible Payment Plan II

1. 印花稅優惠
Stamp Duty Offer(s)

(a) 印花稅現金回贈
Stamp Duty Cash Rebate

- (I) 買方在按正式合約完成該物業買賣交易的情況下，可獲賣方提供印花稅現金回贈（『印花稅現金回贈』）。印花稅現金回贈的金額相等於就正式合約應付的從價印花稅的 70%。

Subject to the completion of the sale and purchase of the Property in accordance with the Agreement, the Purchaser shall be entitled to a Stamp Duty Cash Rebate (“Stamp Duty Cash Rebate”) offered by the Vendor which amount shall be equal to 70% of the ad valorem stamp duty chargeable on the Agreement.

- (II) 買方須於按正式合約完成物業的買賣的交易日前最少30日以書面（連同就正式合約應付的所有印花稅的**正式繳付收據**）向賣方申請印花稅現金回贈，賣方會於收到申請並確認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) for the Stamp Duty Cash Rebate at least 30 days before the date of completion of the sale and purchase of the Property in accordance with the Agreement. After the Vendor has received the application and duly verified the information, the Vendor will apply the Stamp Duty Cash Rebate for part payment of the balance of the purchase price directly.

- (III) 如買方已從賣方的指定財務機構（『指定財務機構』）獲得過渡性貸款（詳情請參閱以下第1(b)段），則印花稅現金回贈會首先支付予該指定財務機構用作償還過渡性貸款的未償還欠款，餘款（如有）才會用於支付部份樓價餘額。

If the Purchaser has obtained the Transitional Loan from the Vendor’s designated financing company (“designated financing company”) (please see paragraph 1(b) below for details), then the Stamp Duty Cash Rebate will first be paid to the designated financing company for repayment of any amount outstanding under the Transitional Loan and the balance (if any) will be applied for part payment of the balance of the purchase price.

- (IV) 在賣方支付印花稅現金回贈金額後，即使實際就正式合約應繳付的從價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 Stamp Duty Cash Rebate, if the amount of the ad valorem stamp duty actually payable 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.

- (V) 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.

- (b) 過渡性貸款－印花稅繳款（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）

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

附表 8

Annex 8

- (I) 買方可向賣方的指定財務機構(『指定財務機構』)申請過渡性貸款(『過渡性貸款』)。
The Purchaser may apply for a Transitional Loan (the “Transitional Loan”) from the Vendor’s designated financing company (“designated financing company”).
- (II) 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.
- (III) 過渡性貸款的最高金額為就正式合約應付的從價印花稅的70%。
The maximum Transitional Loan amount shall be 70% of the ad valorem stamp duty chargeable on the Agreement.
- (IV) 過渡性貸款的到期日為按正式合約完成該物業買賣的交易日。
The maturity date of the Transitional Loan is the date of completion of the sale and purchase of the Property in accordance with the Agreement.
- (V) 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.**
- (VI) 所有過渡性貸款的法律文件須由賣方代表律師準備，並於賣方代表律師的辦事處簽署。買方無須支付任何申請貸款的手續費或法律費用。如買方就過渡性貸款另行自聘律師作為其代表律師，買方須負責其代表律師有關費用及雜費。
All legal documents of the Transitional Loan shall be prepared by the Vendor’s solicitors and signed at the office of the Vendor’s solicitors. The Purchaser will not be charged any handling fee or legal fee for processing the loan application. If the Purchaser shall instruct his/her/its own solicitors to act for him/her/it for the Transitional Loan, the Purchaser shall bear his/her/its own solicitors’ relevant costs and disbursements.
- (VII) 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（**包括以15%新稅率計算的從價印花稅**）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 **(including the ad valorem stamp duty at the new rate of 15%)** 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.
- (VIII) 買方敬請向指定財務機構查詢有關過渡性貸款用途及詳情。過渡性貸款批出與否及其條款，指定財務機構有最終決定權。不論過渡性貸款獲批與否，買方仍須按正式合約完成物業的交易及繳付物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and details of the Transitional Loan. The approval or disapproval of the Transitional Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the Transitional Loan is granted or not, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement.
- (IX) 過渡性貸款受其他條款及細則約束。
The Transitional Loan is subject to other terms and conditions.

附表 8

Annex 8

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

如買方沒有使用過渡性貸款，在買方按正式合約完成物業買賣交易的情況下，可獲額外港幣\$10,000現金回贈（『港幣\$10,000現金回贈』）。

If the Purchaser has not utilized the Transitional Loan, subject to completion of the sale and purchase of the Property in accordance with the Agreement, an extra cash rebate of HK\$10,000 (“HK\$10,000 Cash Rebate”) would be offered to the Purchaser.

買方須於按正式合約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\$10,000現金回贈，賣方會於收到申請並確認有關資料無誤後將港幣\$10,000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\$10,000 Cash Rebate at least 30 days before the date of completion of the sale and purchase of the Property in accordance with the Agreement. After the Vendor has received the application and duly verified the information, the Vendor will apply the HK\$10,000 Cash Rebate for part payment of the balance of the purchase price directly.

為免疑問，買方只可選擇使用過渡性貸款或獲得港幣\$10,000現金回贈的其中一項。

For the avoidance of doubt, the Purchaser can only choose either to utilize the Transitional Loan or to obtain the HK\$10,000 Cash Rebate.

2. 提前成交現金回贈 Early Completion Cash Rebate

- (a) 如買方提前於正式合約訂明的交易日或之前，繳付樓價全數及完成該物業的買賣交易（唯完成該物業買賣交易的日期須屬以下列表指明的期間內），可根據以下列表獲賣方送出提前成交現金回贈（『提前成交現金回贈』）。

Where the Purchaser settles the balance of the purchase price earlier than the due date of payment specified in the Agreement provided that such date of completion of the sale and purchase of the Property falls within the period(s) specified in the table below, the Purchaser shall be entitled to an Early Completion Cash Rebate (“Early Completion Cash Rebate”) offered by the Vendor according to the table below.

完成該物業的買賣交易日期 Date of completion of the sale and purchase of the Property	提前成交現金回贈金額 Early Completion Cash Rebate amount
接納書的日期後 120 日內 Within 120 days after the date of the Letter of Acceptance	樓價 5% 5% of the purchase price
接納書的日期後 121 日至 300 日期間內 Within the period from 121 days to 300 days after the date of the Letter of Acceptance	樓價 3% 3% of the purchase price

- (b) 買方須於完成該物業的買賣交易前最少30日，以書面向賣方申請提前成交現金回贈，賣方會於收到申請並確認有關資料無誤後將提前成交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 Early Completion Cash Rebate at least 30 days before the date of completion of the sale and purchase of the Property. After the Vendor has received the application and duly verified the information, the Vendor will apply the Early Completion Cash Rebate for part payment of the balance of the purchase price directly.

附表 8

Annex 8

- (c) 完成該物業的買賣交易日期以賣方代表律師收到所有樓價款項日期為準。如上述第2(a)段中訂明的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），則該日定為下一個工作日。

The date of completion of the sale and purchase of the Property shall be the date on which all the purchase price is received by the Vendor's solicitors. If the last day of the period as set out in paragraph 2(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.

3. 免息前期貸款（只適用於買方為個人）

Interest-Free Part Payment Financing (only applicable to the Purchaser who is an individual)

買方可向賣方的指定財務機構（『指定財務機構』）申請免息前期貸款（『前期貸款』），前期貸款的最高金額為樓價的 10%，如買方在到期日或之前準時還清前期貸款，將獲豁免前期貸款利息。主要條款如下：

The Purchaser may apply for the Interest-Free Part Payment Financing ("Part Payment Financing") from the Vendor's designated financing company ("designated financing company"). The maximum amount of the Part Payment Financing shall be 10% of the purchase price. **If the Purchaser shall duly repay the Part Payment Financing on or before the maturity date, interest on the Part Payment Financing will be waived.** Key terms are as follows:

- (a) 買方須於接納書的日期後60日內向指定財務機構申請前期貸款。
The Purchaser shall make the application for the Part Payment Financing to the designated financing company within 60 days after the date of the Letter of Acceptance.

- (b) 前期貸款必須以一個香港住宅物業（『現有物業』）作為抵押品並由相關業主（如業主多於一人則所有業主）作出第一法定押記，在前期貸款及所有相關欠款還清後方可贖回現有物業。以下為申請前期貸款的基本要求：

The Part Payment Financing shall be secured by a first legal charge over a Hong Kong residential property ("Existing Property") provided by the relevant registered owner (if there is more than one registered owner then all of them) and shall only be redeemed after repayment of the Part Payment Financing and all relevant outstanding sums. The following are the basic requirements of application for the Part Payment Financing:

- 現有物業的業主（或其中一位業主）必須為買方（或其中一位買方）或買方的近親（即配偶、父母、子女、兄弟或姊妹）或其中一位買方的近親；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 or sisters) 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

- 指定財務機構估算現有物業的價值不低於該物業之樓價的40%；及
The designated financing company's valuation of the Existing Property shall be not less than 40% of the purchase price of the Property; and

- 現有物業不屬於村屋、1970年前發出入伙紙的單幢式住宅物業、有轉讓限制的物業或非屋苑式的離島物業等。

The Existing Property is not a village-type house, residential property in a single block with an Occupation Permit issued before 1970, property which is subject to alienation restrictions and non-estate-type property situated on the outlying islands, etc.

儘管符合上述要求，指定財務機構保留權利不接受現有物業作為抵押品。

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

附表 8

Annex 8

- (c) 前期貸款須於接納書的日期後120日內一次過全部提取，並只可用於繳付部份樓價。
The Part Payment Financing shall be fully drawn in one lump sum for part payments of the purchase price within 120 days after the date of the Letter of Acceptance.
- (d) 前期貸款的到期日為按正式合約完成物業的買賣的交易日。
The maturity date of the Part Payment Financing is the date of completion of the sale and purchase of the Property in accordance with the Agreement.
- (e) 利率為5% p.a.。如買方在到期日或之前準時還清前期貸款，將獲豁免貸款利息。
Interest rate shall be 5% p.a..**If the Purchaser shall duly repay the Part Payment Financing on or before the maturity date, interest on the Part Payment Financing will be waived.**
- (f) 所有前期貸款的法律文件須由賣方代表律師準備，並於賣方代表律師的辦事處簽署。買方無須支付任何申請貸款的手續費或法律費用（惟買方須自行支付為證明其現有物業良好業權之補契費用（如有））。如買方就前期貸款另行自聘律師作為其代表律師，買方須負責其代表律師有關費用及雜費。
All legal documents of the Part Payment Financing shall be prepared by the Vendor's solicitors and signed at the office of the Vendor's solicitors. The Purchaser will not be charged any handling fee or legal fee for processing the loan application (except that the expenses for obtaining any missing title deeds (if any) in order to prove good title of the Existing Property shall be borne by the Purchaser). If the Purchaser shall instruct his/her own solicitors to act for him/her for the Part Payment Financing, the Purchaser shall bear his/her own solicitors' relevant costs and disbursements.
- (g) 買方敬請向指定財務機構查詢有關前期貸款用途及詳情。前期貸款批出與否及其條款，指定財務機構有最終決定權。不論前期貸款獲批與否，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 Part Payment Financing. The approval or disapproval of the Part Payment Financing and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the Part Payment Financing is granted or not, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement.
- (h) 前期貸款受其他條款及細則約束。
The Part Payment Financing is subject to other terms and conditions.
- (i) 賣方均無給予或視之為已給予任何就前期貸款之批核的陳述或保證。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the Part Payment Financing.

4. 備用按揭貸款優惠 Standby Mortgage Loan Offers

買方可向賣方的指定財務機構（『指定財務機構』）申請以下其中一項貸款：

The Purchaser may apply for **ONLY ONE** of the following loans from the Vendor's designated financing company ("designated financing company"):

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

第一按揭貸款的最高金額為淨樓價的80%，惟第一按揭貸款金額不可超過應繳付之樓價餘額，如買方意欲申請最高貸款金額，可能須提前支付樓價餘額。主要條款如下：

The maximum First Mortgage Loan amount shall be 80% of the net purchase price, provided that the amount of First Mortgage Loan shall not exceed the balance of purchase price payable, a Purchaser intending to apply for the maximum loan amount may have to early settle the balance of purchase price. Key terms are as follows:

附表 8

Annex 8

- (I) 買方必須於完成該物業的買賣的交易日前最少60日以書面向指定財務機構申請第一按揭貸款。
The Purchaser shall make a written application to the designated financing company for the First Mortgage Loan not less than 60 days before the date of completion of sale and purchase of the Property in accordance with the Agreement.
- (II) 第一按揭貸款以該物業之第一法定按揭作抵押。
The First Mortgage Loan shall be secured by a first legal mortgage over the Property.
- (III) 第一按揭貸款年期最長為25年。
The maximum tenor of First Mortgage Loan shall be 25 years.
- (IV) 首兩年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減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 two years 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 minus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
- (V) 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.
- (VI) 買方及其擔保人（如有）須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、收入證明及／或銀行紀錄。
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, income proof and/or banking record upon request from the designated financing company.
- (VII) 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.
- (VIII) 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.
- (IX) 所有第一按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及雜費。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第一按揭貸款的律師費用及雜費。
All legal documents of the 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.
- (X) 買方敬請向指定財務機構查詢有關第一按揭貸款用途及詳情。第一按揭貸款批出與否及其條款，指定財務機構有最終決定權。不論第一按揭貸款獲批與否，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the First Mortgage Loan. The approval or disapproval of the First Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the First Mortgage Loan is granted or not, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement.

附表 8

Annex 8

- (XI) 第一按揭貸款受其他條款及細則約束。
The First Mortgage Loan is subject to other terms and conditions.
- (XII) 賣方無給予或視之為已給予任何就第一按揭貸款之批核的陳述或保證。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the First Mortgage Loan.

(b) 備用第二按揭貸款（『第二按揭貸款』）
Standby Second Mortgage Loan (“Second Mortgage Loan”)

第二按揭貸款的最高金額為淨樓價的25%，惟第一按揭貸款（由第一按揭銀行提供）及第二按揭貸款總金額不可超過應繳付之樓價餘額。主要條款如下：

The maximum Second Mortgage Loan amount shall be 25% of the net purchase price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and second mortgage loan offered shall not exceed the balance of purchase price payable. Key terms are as follows:

- (I) 買方必須於完成該物業的買賣的交易日前最少60日以書面向指定財務機構申請第二按揭貸款。
The Purchaser shall make a written application to the designated financing company for the Second Mortgage Loan not less than 60 days before the date of completion of sale and purchase of the Property in accordance with the Agreement.
- (II) 第二按揭貸款年期最長為25年，或第一按揭貸款（由第一按揭銀行提供）之年期，以較短者為準。
The maximum tenor of Second Mortgage Loan shall be 25 years or the tenor of first mortgage loan (offered by the first mortgagee bank), whichever is shorter.
- (III) 第二按揭貸款以該物業之法定按揭作抵押。
The Second Mortgage Loan shall be secured by a legal mortgage over the Property.
- (IV) 首兩年之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率（『港元最優惠利率』）減2.85% p.a.，其後之按揭利率為港元最優惠利率減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 two years 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 minus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
- (V) 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.
- (VI) 買方及其擔保人（如有）須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、收入證明及／或銀行紀錄。
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, income proof and/or banking record upon request from the designated financing company.
- (VII) 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.
- (VIII) 第一按揭貸款（由第一按揭銀行提供）及第二按揭貸款申請須由有關承按機構獨立審批。
The first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall be approved by the relevant mortgagees independently.

附表 8

Annex 8

- (IX) 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.
- (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雜費。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第二按揭貸款的律師費用及雜費。
All legal documents of the Second Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the Second Mortgage Loan.
- (XI) 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及其條款，指定財務機構有最終決定權。不論第二按揭貸款獲批與否，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Second Mortgage Loan. The approval or disapproval of the Second Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the Second Mortgage Loan is granted or not, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement.
- (XII) 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.
- (XIII) 賣方無給予或視之為已給予任何就第二按揭貸款之批核的陳述或保證。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the Second Mortgage Loan.

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

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

上文『淨樓價』一詞指扣除所有現金回贈（如有）後的該物業之樓價。

The term "net purchase price" above means the amount of the purchase price of the Property after deducting all cash rebate(s) (if any).

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

在不影響買方於正式合約下之權利的前提下，凡該物業（但不包括該物業的花園內的園景及盆栽（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起計 3 年內向賣方發出書面通知，賣方須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。首 3 年保修優惠受其他條款及細則約束。

Without affecting the Purchaser's rights under the Agreement, the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of completion of the purchase of the Property, rectify any defects (fair wear and tear excepted) to the Property (excluding the landscape area and potted plants in the garden of the Property (if any)) caused otherwise than by the act or neglect of any person. The First 3 Years Warranty Offer is subject to other terms and conditions.

附表 8

Annex 8

(TC1) BSD 靈活付款計劃
BSD Flexible Payment Plan

1. 印花稅優惠
Stamp Duty Offer(s)

(a) 印花稅現金回贈
Stamp Duty Cash Rebate

- (I) 買方在按正式合約完成該物業買賣交易的情況下，可獲賣方提供印花稅現金回贈（『印花稅現金回贈』）。印花稅現金回贈的金額相等於買方就正式合約應付的買家印花稅的100%。
- Subject to the completion of the sale and purchase of the Property in accordance with the Agreement, the Purchaser shall be entitled to a Stamp Duty Cash Rebate (“Stamp Duty Cash Rebate”) offered by the Vendor which amount shall be equal to 100% of the buyer's stamp duty chargeable on the Agreement.
- (II) 買方須於按正式合約完成物業的買賣的交易日前最少30日以書面（連同就正式合約應付的所有印花稅的**正式繳付收據**）向賣方申請印花稅現金回贈，賣方會於收到申請並確認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) for the Stamp Duty Cash Rebate at least 30 days before the date of completion of the sale and purchase of the Property in accordance with the Agreement. After the Vendor has received the application and duly verified the information, the Vendor will apply the Stamp Duty Cash Rebate for part payment of the balance of the purchase price directly.
- (III) 如買方已從賣方的指定財務機構（『指定財務機構』）獲得過渡性貸款（詳情請參閱以下第1(b)段），則印花稅現金回贈會首先支付予該指定財務機構用作償還過渡性貸款的未償還欠款，餘款（如有）才會用於支付部份樓價餘額。
- If the Purchaser has obtained the Transitional Loan from the Vendor's designated financing company (“designated financing company”) (please see paragraph 1(b) below for details), then the Stamp Duty Cash Rebate will first be paid to the designated financing company for repayment of any amount outstanding under the Transitional Loan and the balance (if any) will be applied for part payment of the balance of the purchase price.
- (IV) 在賣方支付印花稅現金回贈金額後，即使實際就正式合約應繳付的從價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 Stamp Duty Cash Rebate, if the amount of the ad valorem stamp duty actually payable 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.
- (V) 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.
- (b) 過渡性貸款－印花稅繳款（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）
- Transitional Loan - Stamp Duty Payment (Applicable only to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))

附表 8

Annex 8

- (I) 買方可向賣方的指定財務機構(『指定財務機構』)申請過渡性貸款(『過渡性貸款』)。
The Purchaser may apply for a Transitional Loan (the “Transitional Loan”) from the Vendor’s designated financing company (“designated financing company”).
- (II) 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.
- (III) 過渡性貸款的最高金額為就正式合約應付的買家印花稅的70%。
The maximum Transitional Loan amount shall be 70% of the buyer's stamp duty chargeable on the Agreement.
- (IV) 過渡性貸款的到期日為按正式合約完成該物業買賣的交易日。
The maturity date of the Transitional Loan is the date of completion of the sale and purchase of the Property in accordance with the Agreement.
- (V) 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.**
- (VI) 所有過渡性貸款的法律文件須由賣方代表律師準備，並於賣方代表律師的辦事處簽署。買方無須支付任何申請貸款的手續費或法律費用。如買方就過渡性貸款另行自聘律師作為其代表律師，買方須負責其代表律師有關費用及雜費。
All legal documents of the Transitional Loan shall be prepared by the Vendor’s solicitors and signed at the office of the Vendor’s solicitors. The Purchaser will not be charged any handling fee or legal fee for processing the loan application. If the Purchaser shall instruct his/her/its own solicitors to act for him/her/it for the Transitional Loan, the Purchaser shall bear his/her/its own solicitors’ relevant costs and disbursements.
- (VII) 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(包括以15%新稅率計算的從價印花稅)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 **(including the ad valorem stamp duty at the new rate of 15%)** 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.
- (VIII) 買方敬請向指定財務機構查詢有關過渡性貸款用途及詳情。過渡性貸款批出與否及其條款，指定財務機構有最終決定權。不論過渡性貸款獲批與否，買方仍須按正式合約完成物業的交易及繳付物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and details of the Transitional Loan. The approval or disapproval of the Transitional Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the Transitional Loan is granted or not, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement.
- (IX) 過渡性貸款受其他條款及細則約束。
The Transitional Loan is subject to other terms and conditions.

附表 8

Annex 8

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

如買方沒有使用過渡性貸款，在買方按正式合約完成物業買賣交易的情況下，可獲額外港幣\$10,000現金回贈（『港幣\$10,000現金回贈』）。

If the Purchaser has not utilized the Transitional Loan, subject to completion of the sale and purchase of the Property in accordance with the Agreement, an extra cash rebate of HK\$10,000 ("HK\$10,000 Cash Rebate") would be offered to the Purchaser.

買方須於按正式合約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\$10,000現金回贈，賣方會於收到申請並確認有關資料無誤後將港幣\$10,000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\$10,000 Cash Rebate at least 30 days before the date of completion of the sale and purchase of the Property in accordance with the Agreement. After the Vendor has received the application and duly verified the information, the Vendor will apply the HK\$10,000 Cash Rebate for part payment of the balance of the purchase price directly.

為免疑問，買方只可選擇使用過渡性貸款或獲得港幣\$10,000現金回贈的其中一項。

For the avoidance of doubt, the Purchaser can only choose either to utilize the Transitional Loan or to obtain the HK\$10,000 Cash Rebate.

2. 提前成交現金回贈 Early Completion Cash Rebate

- (a) 如買方提前於正式合約訂明的交易日或之前，繳付樓價全數及完成該物業的買賣交易（唯完成該物業買賣交易的日期須屬以下列表指明的期間內），可根據以下列表獲賣方送出提前成交現金回贈（『提前成交現金回贈』）。

Where the Purchaser settles the balance of the purchase price earlier than the due date of payment specified in the Agreement provided that such date of completion of the sale and purchase of the Property falls within the period(s) specified in the table below, the Purchaser shall be entitled to an Early Completion Cash Rebate ("Early Completion Cash Rebate") offered by the Vendor according to the table below.

完成該物業的買賣交易日期 Date of completion of the sale and purchase of the Property	提前成交現金回贈金額 Early Completion Cash Rebate amount
接納書的日期後 120 日內 Within 120 days after the date of the Letter of Acceptance	樓價 5% 5% of the purchase price
接納書的日期後 121 日至 300 日期間內 Within the period from 121 days to 300 days after the date of the Letter of Acceptance	樓價 3% 3% of the purchase price

- (b) 買方須於完成該物業的買賣交易前最少30日，以書面向賣方申請提前成交現金回贈，賣方會於收到申請並確認有關資料無誤後將提前成交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 Early Completion Cash Rebate at least 30 days before the date of completion of the sale and purchase of the Property. After the Vendor has received the application and duly verified the information, the Vendor will apply the Early Completion Cash Rebate for part payment of the balance of the purchase price directly.

附表 8

Annex 8

- (c) 完成該物業的買賣交易日期以賣方代表律師收到所有樓價款項日期為準。如上述第2(a)段中訂明的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），則該日定為下一個工作日。
- The date of completion of the sale and purchase of the Property shall be the date on which all the purchase price is received by the Vendor's solicitors. If the last day of the period as set out in paragraph 2(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.

3. 免息前期貸款（只適用於買方為個人）

Interest-Free Part Payment Financing (only applicable to the Purchaser who is an individual)

買方可向賣方的指定財務機構（『指定財務機構』）申請免息前期貸款（『前期貸款』），前期貸款的最高金額為樓價的 10%，如買方在到期日或之前準時還清前期貸款，將獲豁免前期貸款利息。主要條款如下：

The Purchaser may apply for the Interest-Free Part Payment Financing ("Part Payment Financing") from the Vendor's designated financing company ("designated financing company"). The maximum amount of the Part Payment Financing shall be 10% of the purchase price. **If the Purchaser shall duly repay the Part Payment Financing on or before the maturity date, interest on the Part Payment Financing will be waived.** Key terms are as follows:

- (a) 買方須於接納書的日期後60日內向指定財務機構申請前期貸款。
- The Purchaser shall make the application for the Part Payment Financing to the designated financing company within 60 days after the date of the Letter of Acceptance.
- (b) 前期貸款必須以一個香港住宅物業（『現有物業』）作為抵押品並由相關業主（如業主多於一人則所有業主）作出第一法定押記，在前期貸款及所有相關欠款還清後方可贖回現有物業。以下為申請前期貸款的基本要求：
- The Part Payment Financing shall be secured by a first legal charge over a Hong Kong residential property ("Existing Property") provided by the relevant registered owner (if there is more than one registered owner then all of them) and shall only be redeemed after repayment of the Part Payment Financing and all relevant outstanding sums. The following are the basic requirements of application for the Part Payment Financing:
- 現有物業的業主（或其中一位業主）必須為買方（或其中一位買方）或買方的近親（即配偶、父母、子女、兄弟或姊妹）或其中一位買方的近親；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 or sisters) 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
 - 指定財務機構估算現有物業的價值不低於該物業之樓價的40%；及
 - The designated financing company's valuation of the Existing Property shall be not less than 40% of the purchase price of the Property; and
 - 現有物業不屬於村屋、1970年前發出入伙紙的單幢式住宅物業、有轉讓限制的物業或非屋苑式的離島物業等。
 - The Existing Property is not a village-type house, residential property in a single block with an Occupation Permit issued before 1970, property which is subject to alienation restrictions and non-estate-type property situated on the outlying islands, etc.

儘管符合上述要求，指定財務機構保留權利不接受現有物業作為抵押品。

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

附表 8

Annex 8

- (c) 前期貸款須於接納書的日期後120日內一次過全部提取，並只可用於繳付部份樓價。
The Part Payment Financing shall be fully drawn in one lump sum for part payments of the purchase price within 120 days after the date of the Letter of Acceptance.
- (d) 前期貸款的到期日為按正式合約完成物業的買賣的交易日。
The maturity date of the Part Payment Financing is the date of completion of the sale and purchase of the Property in accordance with the Agreement.
- (e) 利率為5% p.a.。如買方在到期日或之前準時還清前期貸款，將獲豁免貸款利息。
Interest rate shall be 5% p.a.. **If the Purchaser shall duly repay the Part Payment Financing on or before the maturity date, interest on the Part Payment Financing will be waived.**
- (f) 所有前期貸款的法律文件須由賣方代表律師準備，並於賣方代表律師的辦事處簽署。買方無須支付任何申請貸款的手續費或法律費用（惟買方須自行支付為證明其現有物業良好業權之補契費用（如有））。如買方就前期貸款另行自聘律師作為其代表律師，買方須負責其代表律師有關費用及雜費。
All legal documents of the Part Payment Financing shall be prepared by the Vendor's solicitors and signed at the office of the Vendor's solicitors. The Purchaser will not be charged any handling fee or legal fee for processing the loan application (except that the expenses for obtaining any missing title deeds (if any) in order to prove good title of the Existing Property shall be borne by the Purchaser). If the Purchaser shall instruct his/her own solicitors to act for him/her for the Part Payment Financing, the Purchaser shall bear his/her own solicitors' relevant costs and disbursements.
- (g) 買方敬請向指定財務機構查詢有關前期貸款用途及詳情。前期貸款批出與否及其條款，指定財務機構有最終決定權。不論前期貸款獲批與否，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 Part Payment Financing. The approval or disapproval of the Part Payment Financing and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the Part Payment Financing is granted or not, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement.
- (h) 前期貸款受其他條款及細則約束。
The Part Payment Financing is subject to other terms and conditions.
- (i) 賣方均無給予或視之為已給予任何就前期貸款之批核的陳述或保證。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the Part Payment Financing.

4. 備用按揭貸款優惠 Standby Mortgage Loan Offers

買方可向賣方的指定財務機構（『指定財務機構』）申請以下其中一項貸款：

The Purchaser may apply for ONLY ONE of the following loans from the Vendor's designated financing company ("designated financing company"):

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

第一按揭貸款的最高金額為淨樓價的80%，惟第一按揭貸款金額不可超過應繳付之樓價餘額，如買方意欲申請最高貸款金額，可能須提前支付樓價餘額。主要條款如下：

The maximum First Mortgage Loan amount shall be 80% of the net purchase price, provided that the amount of First Mortgage Loan shall not exceed the balance of purchase price payable, a Purchaser intending to apply for the maximum loan amount may have to early settle the balance of purchase price. Key terms are as follows:

附表 8

Annex 8

- (I) 買方必須於完成該物業的買賣的交易日前最少60日以書面向指定財務機構申請第一按揭貸款。
The Purchaser shall make a written application to the designated financing company for the First Mortgage Loan not less than 60 days before the date of completion of sale and purchase of the Property in accordance with the Agreement.
- (II) 第一按揭貸款以該物業之第一法定按揭作抵押。
The First Mortgage Loan shall be secured by a first legal mortgage over the Property.
- (III) 第一按揭貸款年期最長為25年。
The maximum tenor of First Mortgage Loan shall be 25 years.
- (IV) 首兩年之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率（『港元最優惠利率』）減2.85% p.a.，其後之按揭利率為港元最優惠利率減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 two years 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 minus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
- (V) 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.
- (VI) 買方及其擔保人（如有）須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、收入證明及／或銀行紀錄。
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, income proof and/or banking record upon request from the designated financing company.
- (VII) 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.
- (VIII) 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.
- (IX) 所有第一按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及雜費。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第一按揭貸款的律師費用及雜費。
All legal documents of the 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.
- (X) 買方敬請向指定財務機構查詢有關第一按揭貸款用途及詳情。第一按揭貸款批出與否及其條款，指定財務機構有最終決定權。不論第一按揭貸款獲批與否，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the First Mortgage Loan. The approval or disapproval of the First Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the First Mortgage Loan is granted or not, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement.

附表 8

Annex 8

- (XI) 第一按揭貸款受其他條款及細則約束。
The First Mortgage Loan is subject to other terms and conditions.
- (XII) 賣方無給予或視之為已給予任何就第一按揭貸款之批核的陳述或保證。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the First Mortgage Loan.

(b) 備用第二按揭貸款（『第二按揭貸款』）
Standby Second Mortgage Loan (“Second Mortgage Loan”)

第二按揭貸款的最高金額為淨樓價的25%，惟第一按揭貸款（由第一按揭銀行提供）及第二按揭貸款總金額不可超過應繳付之樓價餘額。主要條款如下：

The maximum Second Mortgage Loan amount shall be 25% of the net purchase price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and second mortgage loan offered shall not exceed the balance of purchase price payable. Key terms are as follows:

- (I) 買方必須於完成該物業的買賣的交易日前最少60日以書面向指定財務機構申請第二按揭貸款。
The Purchaser shall make a written application to the designated financing company for the Second Mortgage Loan not less than 60 days before the date of completion of sale and purchase of the Property in accordance with the Agreement.
- (II) 第二按揭貸款年期最長為25年，或第一按揭貸款（由第一按揭銀行提供）之年期，以較短者為準。
The maximum tenor of Second Mortgage Loan shall be 25 years or the tenor of first mortgage loan (offered by the first mortgagee bank), whichever is shorter.
- (III) 第二按揭貸款以該物業之法定按揭作抵押。
The Second Mortgage Loan shall be secured by a legal mortgage over the Property.
- (IV) 首兩年之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率（『港元最優惠利率』）減2.85% p.a.，其後之按揭利率為港元最優惠利率減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 two years 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 minus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
- (V) 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.
- (VI) 買方及其擔保人（如有）須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、收入證明及／或銀行紀錄。
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, income proof and/or banking record upon request from the designated financing company.
- (VII) 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.
- (VIII) 第一按揭貸款（由第一按揭銀行提供）及第二按揭貸款申請須由有關承按機構獨立審批。
The first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall be approved by the relevant mortgagees independently.

附表 8

Annex 8

- (IX) 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.
- (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雜費。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第二按揭貸款的律師費用及雜費。
All legal documents of the Second Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the Second Mortgage Loan.
- (XI) 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及其條款，指定財務機構有最終決定權。不論第二按揭貸款獲批與否，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Second Mortgage Loan. The approval or disapproval of the Second Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the Second Mortgage Loan is granted or not, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement.
- (XII) 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.
- (XIII) 賣方無給予或視之為已給予任何就第二按揭貸款之批核的陳述或保證。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the Second Mortgage Loan.

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

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

上文『淨樓價』一詞指扣除所有現金回贈(如有)後的該物業之樓價。

The term "net purchase price" above means the amount of the purchase price of the Property after deducting all cash rebate(s) (if any).

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

在不影響買方於正式合約下之權利的前提下，凡該物業（但不包括該物業的花園內的園景及盆栽（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起計3年內向賣方發出書面通知，賣方須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。首3年保修優惠受其他條款及細則約束。

Without affecting the Purchaser's rights under the Agreement, the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of completion of the purchase of the Property, rectify any defects (fair wear and tear excepted) to the Property (excluding the landscape area and potted plants in the garden of the Property (if any)) caused otherwise than by the act or neglect of any person. The First 3 Years Warranty Offer is subject to other terms and conditions.

[贈品、財務優惠或利益的列表完]

[End of List of gifts, financial advantages or benefit]

附表 9 Annex 9

<p>Keep Money Laundering Away from Hong Kong</p> <p>Lawyers and Public to Play Key Roles</p> <p>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:</p> <div> <p>For Individuals</p> <ul style="list-style-type: none"> • Identification documents such as identity cards, passports or travel documents • Address proof • Particulars of occupation or business <p>For Corporations</p> <ul style="list-style-type: none"> • 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 </div> <p>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.</p> <p>The requirement for lawyers to obtain client identification and gather information represents the</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>	<p>disclose any transaction suspected to be connected with money laundering or terrorist financing is an offence under Hong Kong laws.</p> <p>Frequently Asked Questions</p> <p>Why does the Law Society of Hong Kong require lawyers to request information for identification and verification from their clients?</p> <p>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.</p> <p>Apart from requesting identification information, will my lawyer ask me further questions?</p> <p>Lawyers may ask further questions depending on the transactions. For instance, if you are buying a real property, they will ask you-</p> <ul style="list-style-type: none"> • 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? 	<p>Additional information may be necessary for complex or unusually large transactions.</p> <p>What is meant by suspicious transaction?</p> <p>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—</p> <ul style="list-style-type: none"> • A secretive entity • Unusual instructions • Unusual settlement requests <p>What if I do not want to disclose my information?</p> <p>If lawyers are unable to obtain the required information from their clients, they may refuse or cease to act for them.</p> <p>What will my lawyer do with my documents? Will my personal documents be kept confidential and not passed to other parties?</p> <p>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.</p>	
---	--	--	--	--

附表 9
Annex 9

律師與市民齊參與 打擊清洗黑錢活動

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

個別人士

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

公司

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

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

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

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

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

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

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

常見問題

香港律師會為何要求律師向客戶索取有關身份證明及核實資料？

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

除身份證明文件外，律師還會進一步索取其他資料嗎？

律師將根據交易性質進行查證工作。例如辦理樓宇買賣時，律師可能提出以下問題：

- 交易目的為何？

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

如果是較複雜或金額不尋常的交易，客戶可能需要提供進一步資料。

何謂「可疑交易」？

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

- 身份不明
- 不尋常的指示
- 不尋常的結算要求

我可否拒絕提供資料？

假如客戶未能提供所需資料，律師可能會拒絕或停止為該客戶服務。

律師將如何處理我所提供的資料？資料會否保密？會否轉交第三者？

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

身份不明 ☒

不尋常的指示 ☐

不尋常的結算要求 ☐

THE LAW SOCIETY
OF HONG KONG
香港律師會

你我攜手為香港把關

Gatekeeping for HK SAR

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