

TENDER DOCUMENT

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

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

House No. 6 (including the garden and the flat roof adjacent thereto and the roof(s) thereabove and 2 Car Parking Spaces (Nos. P9 and P10 on the 1st Floor) appertaining thereto) of One Regent Place (尚豪庭), No.18 Po Yip Street, Yuen Long, New Territories, Hong Kong

Tender commences at the date and time set out in the Schedule to the Tender Notice (the “Tender Commencement Date and Time”) and closes at the date and time set out in the Schedule to the Tender Notice (the “Tender Closing Date and Time”) (unless previously withdrawn or sold)

Tenders must be submitted during office hours (Mondays to Fridays, Saturdays, Sundays and Public Holidays between 2 pm and 7pm) between the Tender Commencement Date and Time and the Tender Closing Date and Time to the Tender Box labelled “Public Tender For One Regent Place” placed at 62/F, International Commerce Centre, No. 1 Austin Road West, Kowloon, Hong Kong in a sealed plain envelope and clearly marked “**Tender for House 6 of One Regent Place**”.

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

Vendor’s solicitors: **Mayer Brown**
18th Floor, Prince’s Building, 10 Chater Road, Central, Hong Kong
Contact Person:
- Ms. Cheryl Law (Tel: 2843 4333 / Fax: 3010 7883)

Vendor’s agent: **Sun Hung Kai Real Estate Agency Limited**
45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong
Enquiry Hotline: 8330 0338

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).
“Conditions of Sale”	means the Conditions of Sale set out in Part 3 of this Tender Document.
“Formal Agreement”	means the formal Agreement for Sale and Purchase of the Property to be executed by the Vendor and the Purchaser in accordance with paragraph 5.1 of the Conditions of Sale.
“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 2 of this Tender Document.
“Property”	means House No. 6 (including the garden and the flat roof adjacent thereto and the roof(s) thereabove and 2 Car Parking Spaces (Nos. P9 and P10 on the 1 st Floor) appertaining thereto) of One Regent Place (尚豪庭), No.18 Po Yip Street, Yuen Long, 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 Cranejoy Limited.
“Vendor’s solicitors”	means Mayer Brown.

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 62/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 2 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 aggregate amount of 5% of the purchase price and made payable to "MAYER BROWN" issued by a bank duly licensed under section 16 of the Banking Ordinance.
 - (ii) Tenderer's identification document

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

If the Tenderer is a company, copy of the Certificate of Incorporation and the Business Registration Certificate of the Tenderer and copies of the latest register of directors and annual return of the Tenderer.
 - (iii) Intermediary's licence (if applicable)

Copy of licence of the estate agent appointed by the Tenderer.
 - (iv) Documents in Annex, duly signed and completed by the Tenderer
 - (1) Warning to Purchasers
 - (2) Vendor's Information Form relating to the Property
 - (3) Personal Information Collection Statement
 - (4) Letter regarding Stamp Duty Cash Rebate
 - (5) Acknowledgement Letter Regarding Stamp Duty
 - (6) Acknowledgement Letter Regarding Replacement of Appliances

Please do NOT date any of the documents mentioned in this sub-paragraph

(iv).

- (b) enclosed in a sealed plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope “**Tender for House 6 of One Regent Place**”; and
- (c) placed in the Tender Box labelled “**Public Tender For One Regent Place**” placed at 62/F, International Commerce Centre, No. 1 Austin Road West, Kowloon, Hong Kong during office hours (Mondays to Fridays, Saturdays, Sundays and Public Holidays between 2 pm and 7pm) from the Tender Commencement Date and Time to the Tender Closing Date and Time.

The tender will proceed as normal irrespective of whether any tropical cyclone warning signal or any rainstorm warning signal is in effect at any time on the Tender Commencement Date or the Tender Closing Date.

- 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(s) 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, representative, trustee of the Tenderer.
- (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 the Letter of Acceptance 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 (“**Letter of Acceptance**”) personally delivered to him at or posted to the Hong Kong correspondence address stated in his Offer Form not later than 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 from the date of the Letter of Acceptance sign the Formal Agreement in the standard form prepared by the Vendor's solicitors without any alteration or amendment thereto. The form of the Formal Agreement is available for inspection from the Tender Commencement Date and Time to the Tender Closing Date and Time at 62/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 Formal Agreement and the Purchaser shall accept the same without amendments.
- 3.4 Tenderers are advised to note that in the event the Purchaser fails to pay the further deposit in accordance with paragraph 3.3 above or to pay any part payments or the balance of the purchase price or to complete the purchase in accordance with the Conditions of Sale and/or the Formal Agreement, the Vendor shall have such rights and remedies against the Purchaser as specified in this Tender Document and/or the Formal Agreement.

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: 8330 0338).
- 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 Formal 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 Formal 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.

Schedule to the Tender Notice

Every day from 19/4/2019 to 31/5/2019 (both days inclusive) from 2:00p.m. to 7:00p.m.

[End of Part 1: Tender Notice]

PART 2: 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 Formal 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 acceptance of tender

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 acceptance of tender 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.

**TENDERER MUST
COMPLETE THIS PAGE**

Schedule to the Offer Form

(To be completed by the Tenderer)

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

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

Section 3 – Payment term

* **Payment Plan TB1**

- A preliminary deposit equivalent to 5% of the purchase price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).
- A further deposit equivalent to 5% of the purchase price shall be paid within 90 days after the date of Letter of Acceptance.
- 90% of the purchase price (balance of purchase price) shall be paid within 360 days after the date of Letter of Acceptance.
- The date of completion shall not in any event be earlier than 60 days after the date of Letter of Acceptance.

* **Payment Plan TB2**

- A preliminary deposit equivalent to 5% of the purchase price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).
- A further deposit equivalent to 5% of the purchase price shall be paid within 90 days after the date of Letter of Acceptance.
- 90% of the purchase price (balance of purchase price) shall be paid within 180 days after the date of Letter of Acceptance.
- The date of completion shall not in any event be earlier than 60 days after the date of Letter of Acceptance.

For details of the gifts, financial advantage or benefits, please refer to Annex 7.

* I/We **WILL** elect the Stamp Duty Offer(s) referred to in the List of gifts, financial advantage or benefits and will elect * Stamp Duty Cash Rebate Plan **A1** /* Stamp Duty Cash Rebate Plan **B1**.

* I/We **WILL NOT** elect the Stamp Duty Offer(s) referred to in the List of gifts, financial advantage or benefits.

(* Please tick as appropriate)

Section 4 - Intermediary (if any)

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

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

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

this Tender Document.

Section 5 - 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 6 - Declaration of relationship with the Vendor (Please tick as appropriate)*

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

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

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

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

Section 7 - 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 (without the Annex) with the Offer Form completed and signed
- 2. Cashier order(s)
- 3. Tenderer’s identification documents
- 4. Intermediary’s licence (if applicable)
- 5. Documents in Annex, duly signed and completed by the Tenderer:
 - (1) Warning to Purchasers (undated)
 - (2) Vendor’s Information Form relating to the Property (undated)
 - (3) Personal Information Collection Statement (undated)
 - (4) Letter regarding Stamp Duty Cash Rebate (undated)
 - (5) Acknowledgement Letter Regarding Stamp Duty (undated)
 - (6) Acknowledgement Letter Regarding Replacement of Appliances (undated)

Section 8 – 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 Formal 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 (including the names and identification document and status of Hong Kong Permanent Residents) 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.		

PART 3: CONDITIONS OF SALE

1. Definitions

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 One Regent Place (尚豪庭), No.18 Po Yip Street, Yuen Long, New Territories, Hong Kong erected on Yuen Long Town Lot No.508, of which the Property forms part.
“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.
“Preliminary Deposit”	has the meaning ascribed to it under paragraph 4 of these Conditions of Sale.
“Vendor’s Solicitors’ Office”	means 18 th Floor, Prince’s Building, 10 Chater Road, Central, Hong Kong.

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. In this Preliminary Agreement:-

- (a) **“saleable area”** has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (the **“Ordinance”**);
- (b) the floor area of an item under paragraph 6(a) of this Preliminary Agreement is calculated in accordance with section 8(3) of the Ordinance;
- (c) the area of an item under paragraph 6(b) of this Preliminary Agreement is calculated in accordance with Part 2 of Schedule 2 to the Ordinance; and
- (d) **“working day”** has the meaning given by section 2(1) of the Ordinance.

4. Pursuant to paragraph 2.8 of the Tender Notice, if a tender is accepted, the cashier order(s) in a sum which constitutes 5% of the purchase price submitted along with the Offer Form will be treated as preliminary deposit (**“Preliminary Deposit”**) payable by the Purchaser and shall be held by the Vendor’s solicitors as stakeholder.

5. If a tender is accepted:-

5.1 It is intended that this Preliminary Agreement is to be superseded by the Formal Agreement to be executed:-

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

- (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.
- 5.2 The purchase price of the Property shall be the purchase price as specified in the Offer Form which shall be paid by the Purchaser to the Vendor in the manner as follows :-
- | | | |
|-----|---------------------------|--|
| (a) | 5% of the purchase price | as preliminary deposit paid upon signing of this Preliminary Agreement, if the tender is accepted by the Vendor (i.e. the date of the Letter of Acceptance if the tender is accepted by the Vendor); |
| (b) | 5% of the purchase price | as part payment of the purchase price payable within 90 days after the date of Letter of Acceptance; |
| (c) | 90% of the purchase price | as balance of the purchase price payable within <input type="checkbox"/> 180 / <input type="checkbox"/> 360 days after the date of Letter of Acceptance. {Please put a tick in the box as appropriate} |
- 5.3 The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Formal Agreement and the subsequent Assignment shall be borne by the Purchaser.
- 5.4 The special stamp duty, if any, payable on this Preliminary Agreement, the Formal Agreement and the subsequent Assignment shall be borne by the Purchaser.
- 5.5 The buyer's stamp duty, if any, payable on this Preliminary Agreement, the Formal Agreement and the subsequent Assignment shall be borne by the Purchaser.
- 5.6 The Purchaser shall attend at the Vendor's Solicitors' Office with this Preliminary Agreement within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence) to:-
- | | |
|-----|---|
| (a) | sign the Formal Agreement in the standard form prepared by the Vendor's solicitors without amendment; and |
| (b) | pay all stamp duties payable on the Formal Agreement as set out in paragraphs 5.3, 5.4 and 5.5. |
- 5.7 If the Purchaser fails to sign the Formal 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. |
- 5.8 The sale and purchase shall be completed at the Vendor's Solicitors' Office at or before 4:30 p.m. on or before a date which is 180 / 360 days after the date of this Preliminary Agreement. {Please put a tick in the box as appropriate}

- 5.9 The Purchaser shall complete the purchase of the Property and pay such part and balance of the purchase price in such time and manner as provided in this Preliminary Agreement and the Formal Agreement.
6. The measurements of the Property are as follows:-
- (a) The saleable area of the Property is 143.593 square metres (1,546 square feet) of which
- N/A square metres (N/A square feet) is the floor area of the balcony;
- N/A square metres (N/A square feet) is the floor area of the utility platform;
- N/A square metres (N/A square feet) is the floor area of the verandah; and
- (b) Other measurements are –
- the area of the air-conditioning plant room is N/A square metres (N/A square feet);
- the area of the bay window is N/A square metres (N/A square feet);
- the area of the cockloft is N/A square metres (N/A square feet);
- the area of the flat roof is 12.069 square metres (130 square feet);
- the area of the garden is 91.947 square metres (990 square feet);
- the area of the parking space is 25.000 square metres (269 square feet);
- the area of the roof is 41.485 square metres (447 square feet).
- the area of the stairhood is 5.914 square metres (64 square feet);
- the area of the terrace is N/A square metres (N/A square feet);
- the area of the yard is N/A square metres (N/A square feet).
7. The sale and purchase of the Property includes the fittings, finishes and appliances as set out in the Schedule to these Conditions of Sale.
8. 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.
9. The Purchaser acknowledges receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in Condition 10 below and fully understands its contents.
10. For the purposes of Condition 9 above, the following is the "**Warning to Purchasers**":-

WARNING TO PURCHASERS – PLEASE READ CAREFULLY!

對買方的警告- 買方請小心閱讀

- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.

如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。

- (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
 - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
 - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have 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。
11. The Preliminary Deposit, further deposit(s), part payment(s) and the balance of the purchase price shall be made by cashier orders. The Purchaser shall pay the purchase price and complete the purchase of the Property pursuant to the terms and conditions herein. All such payments of the purchase price shall be paid at or before 4.30 p.m. on Mondays to Fridays.
12. The Vendor shall sell and the Purchaser shall purchase the Property with vacant possession.
13. The Vendor shall sell and the Purchaser shall purchase the Property on an "as is" basis and in the physical state and condition as it stands at the purchase price and on the terms set out in this Preliminary Agreement.
14. This Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Formal Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.
15. (a) 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 Formal Agreement and such subsequent Assignment.
- (b) 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 the Purchaser shall pay his own solicitors' legal fees in respect of the Formal Agreement and the subsequent Assignment.

- (c) All plan fees for the plans to be attached to the Formal Agreement and the subsequent Assignment, the costs of certified copies of the relevant title deeds and documents 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 or charge in respect of the Property.
 - (d) The Purchaser shall pay the costs of and incidental to the Deed of Mutual Covenant and Management Agreement in relation to the Development (the “DMC”) in accordance with the scale of costs prescribed in the Solicitors (General) Costs Rules which include the costs for the provision of a certified copy of the DMC to the Purchaser.
16. The Purchaser will be required to covenant with the Vendor in the Formal Agreement to the effect that in the event the Purchaser sub-sells the Property or transfers the benefit of the Formal 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 whomsoever:-
- (a) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including identity card numbers and full address) 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 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 or any other information required under the Stamp Duty Ordinance; and
 - (b) 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-paragraph (a) above.
17. On completion of the sale and purchase of the Property:-
- (a) The Purchaser shall accept an Assignment of the Property subject to and with the benefit of the DMC; and
 - (b) The Purchaser shall pay to the manager of the Development, or reimburse the Vendor (if any of the relevant payments shall have already been paid by the Vendor to the manager of the Development), all deposits and advance payment, contribution to special funds and debris removal, due share of deposits for public water and electricity metres and for supply of utilities to the common parts of the Development and other payments which may be payable in respect of the Property under or pursuant to the DMC. The Purchaser shall reimburse the Vendor for any such payment already paid by the Vendor, whether or not such deposit, advance payment, contribution or other payment are transferable or refundable under the DMC.
18. Time is of the essence of this Preliminary Agreement.
19. The Purchaser shall promptly inform the Vendor in writing of any changes in Hong Kong correspondence address and telephone number as set out in the Offer Form.
20. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.

21. In the event of any discrepancy between the English version of this Preliminary Agreement and the Chinese translation of this Preliminary Agreement, the English version shall prevail.
22. (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.

Schedule to the Conditions of Sale
Fittings, finishes and appliances

(included in the Property as well as in the common areas of the Development)

1. Exterior Finishes

	Item	Description
(a)	External wall	Finished with natural stone cladding, wall tile, aluminium cladding, glass cladding, louvre and grille.
(b)	Window	Aluminium window frame in fluorocarbon coating; tinted glass for living/dining room, bedroom, kitchen and bathroom (if window is provided and installed).
(c)	Bay window	Not provided.
(d)	Planter	Finished with natural stone and artificial granite tile.
(e)	Verandah or Balcony	Not provided.
(f)	Drying facilities for clothing	No fittings.

2. Interior Finishes

	Item	Description
(a)	Lobby	Shuttle lift lobby on G/F and Lift lobby on 1/F Wall: Natural stone, glass panel and mirror panel up to the false ceiling. Floor: Natural stone where exposed. Ceiling: Plaster board false ceiling with emulsion paint on exposed surface.
(b)	Internal wall and ceiling	Living Room and Dining Room Wall: Wood veneer, crystal, mirror, glass panel, vinyl and stainless steel. Ceiling: Plaster board false ceiling painted with emulsion paint and finished with wallpaper where exposed, some areas finished with stainless steel. Some areas with plaster board bulkhead in emulsion paint with wood louver. Wall of Bedroom Master bedroom 1: Vinyl, marble, stainless steel and wallpaper. Bedroom 2: Leather and wallpaper. Bedroom 3: Vinyl, wallpaper, mirror and stainless steel. Ceiling of Bedroom Master bedroom 1: Plaster board false ceiling with emulsion paint where exposed, finished with bronze mirror steel and crystal. Some areas with plaster board bulkhead in emulsion paint with wood louver. Bedroom 2: Plaster board false ceiling with emulsion paint where exposed, finished with bronze mirror steel. Some areas with plaster board bulkhead in emulsion paint with wood louver. Bedroom 3: Plaster board false ceiling with emulsion paint where exposed. Some areas with plaster board bulkhead in emulsion paint with wood louver.
(c)	Internal floor	Living Room and Dining Room Natural stone flooring and stainless steel skirting. Bedroom Wooden flooring with stainless steel skirting, and reconstituted stone floor border to flat roof.
(d)	Bathroom	Master Bathroom Wall: Natural stone, stainless steel and mirror where exposed and run up to false ceiling. Wall behind vanity cabinet and wall mount

		<p>cabinet finished with cement sand plastering. Floor: Natural stone where exposed. Ceiling: Plaster board false ceiling finished with emulsion paint.</p> <p>Bathroom Wall: Natural stone where exposed and run up to false ceiling. Wall behind vanity cabinet and wall mount cabinet finished with cement sand plastering. Floor: Natural stone where exposed. Ceiling: Plaster board false ceiling finished with emulsion paint, some area finished with stainless steel.</p>
(e)	Kitchen	<p>Wall: Natural stone and stainless steel panel where exposed and run up to false ceiling. Wall behind kitchen cabinet and refrigerator finished with ceramic tile. Floor: Natural stone where exposed. Ceiling: False ceiling finished with plaster board and aluminium panel. Cooking bench finishes: Artificial stone.</p>

3. Interior Fittings

	Item	Description
(a)	Doors	<p>Fence Door Metal fence door.</p> <p>Glazed Storm Door Glazed storm door with aluminium grille, aluminium door frame, handle and lockset.</p> <p>Entrance Door (next to Glazed Storm Door, to living room) High gloss wood veneer wooden door with bronze mirror steel, fitted with high gloss wood veneered wooden door frame and wooden architrave, door closer, handle and lockset.</p> <p>Bedroom Door Master bedroom 1 and Bedroom 3: Wood veneer wooden door with mirror steel, fitted with wooden door frame, wooden architrave, door stopper, handle and lockset. Bedroom 2: Black steel framed feature glass door, fitted with black steel door frame, door closer and concealed handle.</p> <p>Bathroom Door Master bathroom: Bronze mirror steel framed feature glass and mirror steel door with bronze mirror steel door frame and door handle. Bathroom: Wood veneer wooden door with mirror steel, fitted with wooden door frame, wooden architrave, door stopper, handle and lockset.</p> <p>Powder Room Door Wood veneer wooden door with vinyl and bronze mirror steel, fitted with bronze mirror steel door frame, handle and lockset.</p> <p>Kitchen Door Glazed fire-rated door with feature glass and bronze steel, fitted with bronze steel door frame, door closer and concealed handle.</p> <p>Store Door Wooden door with mirror steel and mirror, fitted with wood veneer wooden door frame, wooden architrave, door closer and lockset.</p> <p>Lavatory Door Frost glass door with aluminium door frame and lockset.</p>

		<p>Kitchen Door (To area outside living/dining room) / Flat Roof Door Aluminium framed glass door in fluorocarbon coating with handle and lockset.</p> <p>Roof Door Aluminium framed glass door in fluorocarbon coating with door stopper, handle and lockset.</p> <p>Carpark Floor Entrance Door Two layers of door. Outer one is wooden door with wooden door frame, wooden architrave, door closer, magic eye viewer, handle and lockset. Inner one is glazed fire-rated door with bronze steel, bronze steel door frame, door closer and concealed handle.</p>
(b)	Bathroom	<p>Master Bathroom Wooden mirror cabinet finished with stainless steel. Wall-mounted mirror with stainless steel, crystal and light trough. Natural stone countertop, bronze steel towel bar and natural stone wash basin with chrome plated and rock crystal basin mixer. Vitreous china water closet. Shower cubicle finished with natural stone, with tempered glass wall, tempered glass door with stainless steel handle and chrome plated and rock crystal shower set and chrome plated rain showerhead. Acrylic jacuzzi bathtub (1500mm L x 700mm W x 450mm H) with chrome plated and rock crystal bathtub mixer. Accessories include chrome plated toilet paper holder, exhaust fan and TV.</p> <p>Bathroom Wooden mirror cabinet finished with bronze steel and crystal. Wooden vanity cabinet finished with vinyl with bronze steel, with natural stone countertop, bronze steel handle and bronze steel toilet paper holder. Natural stone wash basin with anodized steel basin mixer. Vitreous china water closet. Shower cubicle finished with natural stone and stainless steel mosaic, with tempered glass wall, tempered glass door with bronze steel handle and aluminium shower set with chrome plated rain showerhead. Accessories include exhaust fan. See “3.(j) Water Supply” below for type and material of water supply system. See “6. Appliances Schedule” below for brand name and model number of appliances.</p>
(c)	Kitchen	<p>Stainless-steel sink and chrome plated hot and cold water sink mixer. Wooden kitchen cabinet with acrylic coated door panel, glass door panel and aluminium handle. Artificial stone counter top. Build-in gas cooking hob, cooker hood, microwave oven, electric oven, built-in refrigerator, wine cellar and exhaust fan. See “3.(j) Water Supply” below for type and material of water supply system. See “6. Appliances Schedule” below for brand name and model number of appliances.</p>
(d)	Bedroom	No fittings.
(e)	Telephone	<p>Telephone connection points are provided in living room, master bedroom and bedroom (except Bedroom 2 of House No.9). See “Schedule of Mechanical & Electrical Provisions for Residential Property” below for the number of connection points.</p>
(f)	Aerials	TV/FM outlets for local TV/FM programs are provided in living

		room, master bedroom, bedroom, master bathroom, store of House No.5 and House No.6 and bathroom of House No.9. See “Schedule of Mechanical & Electrical Provisions for Residential Property” below for the number of connection points.
(g)	Electrical installations	Concealed conduit wiring for lighting and power points. Three-phase electricity supply with miniature circuit breaker distribution board and residual-current device are provided. See “Schedule of Mechanical & Electrical Provisions for Residential Property” below for location and number of power points and air-conditioner points.
(h)	Gas supply	Town gas supply pipes are installed at kitchen and connected to gas cooking hob.
(i)	Washing machine connection point	Washing machine connection point is located in lavatory. Water point of a design of 22mm in diameter and drain point of a design of 40mm in diameter for washing machine are provided.
(j)	Water supply	Copper pipes for hot and cold water supply. uPVC pipes are used for flushing water supply system. Concealed and exposed water pipes. Hot water supply is available.

4. Miscellaneous

	Item	Description
(a)	Lifts	One “Mitsubishi” lift (model no.: Elenessa) serving G/F to 1/F (carpark floor).
(b)	Letter box	Stainless steel letter box.
(c)	Refuse collection	Refuse will be collected by cleaners from rubbish bin of each house on 1/F and centralized at refuse storage and material recovery chamber on G/F for removal by refuse vehicle.
(d)	Water meter, electricity meter and gas meter	Separate water meter for each house provided at common area on 1/F. Separate electricity meter for each house provided at meter room on 1/F. Location for the installation of separate gas meter reserved at the stair hall at 1/F carpark of each house.

5. Security Facilities

Item	Description
Security System and Equipment	CCTV cameras are provided at entrances of the development, main entrance lobby on G/F, lift cars, carpark entrance, carpark and clubhouse, and connect to the caretaker’s office. Visitor intercom panel with smart card reader for access control are provided at main entrance lobby on G/F. Visitor panel provided at the entrance in the lower level floor and carpark floor of each house and connect to door phone of each house. Door phone of each house is provided on the wall next to main entrance door. Panic alarm push button installed at master bedroom 1 of each house and connected to the caretaker office. Smart card reader for access control is provided at development entrance at Kwan Lok Lane.

The vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Development, lifts or appliances of comparable quality will be installed.

6. Appliances Schedule

Floor	Location	Appliances	Brand Name	Model Number
Lower Level	Living / Dining Room	VRV Air Conditioning Unit	General	AR30UFAAR x 2 nos. &

				AJGA54LCLR	
		Television	Samsung	UA60D8000YJ	
	Store		Sony	N/A	
		VRV Air Conditioning Unit	General	ASG09UFADR & AJGA54LCLR	
		Dryer	Siemens	WT46S592AU	
	Lavatory	Washer	Siemens	WM16S890EU	
		Electric Water Heater	Stiebel Eltron	DHB-E 18/21/24 Sli	
	Powder Room	Exhaust Fan	Ostberg	RFE140A	
		Electric Water Heater	Stiebel Eltron	DHM 6	
	Kitchen	Exhaust Fan	Ostberg	RFE140A	
		Cooker Hood	Gaggenau	AW200-120 & AD010-012	
		Electric Oven	Gaggenau	BO210-130	
		Exhaust Fan	Ostberg	LPK200B	
		Gas Cooking Hob	Gaggenau	VG232-322SG & VG231-311SG	
		Microwave Oven	Gaggenau	BM220-130	
		Refrigerator	Siemens	KI34NP60 & KI40FP60	
		VRV Air Conditioning Unit	General	ARXA18LBLR & AJGA54LCLR	
	Garden	Wine Cellar	Gaggenau	RW404-260	
	Upper Level	Master Bedroom 1	Jacuzzi	Teuco	N/A
			Television	Samsung	UA40D6600WJ
Bedroom 2		VRV Air Conditioning Unit	General	ARXA18LBLR & AJGA54LCLR	
		Television	Samsung	N/A	
Bedroom 3		VRV Air Conditioning Unit	General	ASG14UFADR & AJGA54LCLR	
		Television	Samsung	UA32F6100AJ	
Master Bathroom 1		VRV Air Conditioning Unit	General	ASG14UFADR & AJGA54LCLR	
		Electric Water Heater	Stiebel Eltron	DHB-E-27 Sli	
		Exhaust Fan	Ostberg	RFE140B	
		Jacuzzi	Kohler	N/A	
		Multi-function Water Closet	System Pool		MINIMAL BESPS109000001
			TOTO		N/A
Bathroom		Television	JSA	N/A	
		Electric Water Heater	Oolaa	BTV17(A)	
	Exhaust Fan	Sharp	N/A		
Roof	Staircase	Electric Water Heater	Stiebel Eltron	DHB-E-27 Sli	
		Exhaust Fan	Ostberg	RFE140B	
		Television	Sharp	N/A	
		Air-conditioner	General	ASWA18J & AOWR18J	

N/A = Not applicable

The vendor undertakes that if lifts and appliances of the specified brand name or model number are not installed in the Development, lifts or appliance of comparable quality will be installed.

7. Schedule of Mechanical & Electrical Provisions for Residential Property

Floor	Location		
Carpark	Corridor	13A Single Socket Outlet	2
		Lighting Point	8
		Lighting Switch	3
		Miniature Circuit Breaker Board	1
		Gas Meter	1
Lower Level	Living Room, Dining Room & Corridor	13A Single Socket Outlet	6
		13A Twin Socket Outlet	3
		Lighting Point	40
		Lighting Switch	6
		Telephone Outlet	2
		TV/ FM Outlet	1
		AV Outlet	2
		Fused Spur Unit	2
		Fused Spur Unit for Air Conditioning Unit	2
		Equipment Switch	2
		Door Bell	1
		Store	13A Single Socket Outlet
	13A Twin Socket Outlet		2
	20A Connection Unit		0
	Lighting Point		1
	Lighting Switch		1
	TV/ FM Outlet		1
	Fused Spur Unit for Air Conditioning Unit		1
	Equipment Switch		1
	Lavatory	Lighting Point	2
		Fused Spur Unit	1
		Electric Water Heater	1
		Power Connection Point for Electric Water Heater	1
		Water Point for Washing Machine	1
		Drain Point for Washing Machine	1
	Powder Room	13A Single Socket Outlet	0
		Lighting Point	4
		Fused Spur Unit	1
		Electric Water Heater	1
		Power Connection Point for Electric Water Heater	1
		Main Water Supply Valve	1
	Kitchen	13A Single Socket Outlet	4
		13A Twin Socket Outlet	2
		30A Connection Unit	1
		Lighting Point	7
		Lighting Switch	2
		Fused Spur Unit	5
		Fused Spur Unit for Air Conditioning Unit	1
		Town Gas Connection Point for Cooking Hob	2
		Equipment Switch	2
		Main Water Supply Valve	0
		Door Bell	1
Door Phone		1	

	Staircase	Lighting Point	8
	Garden	Lighting Point	1
		Outdoor Electrical Outlet	1
Upper Level	Master Bedroom 1	13A Single Socket Outlet	4
		13A Twin Socket Outlet	2
		Lighting Point	12
		Lighting Switch	2
		Telephone Outlet	2
		TV/ FM Outlet	1
		AV Outlet	2
		Fused Spur Unit	1
		Fused Spur Unit for Air Conditioning Unit	1
		Equipment Switch	2
	Bedroom 2	13A Single Socket Outlet	1
		13A Twin Socket Outlet	1
		Lighting Point	11
		Lighting Switch	1
		Telephone Outlet	1
		TV/ FM Outlet	1
		Fused Spur Unit	1
		Fused Spur Unit for Air Conditioning Unit	1
	Bedroom 3	13A Single Socket Outlet	1
		13A Twin Socket Outlet	1
		Lighting Point	12
		Lighting Switch	1
		Telephone Outlet	1
		TV/ FM Outlet	1
		Fused Spur Unit	1
		Fused Spur Unit for Air Conditioning Unit	1
	Master Bathroom	13A Single Socket Outlet	2
		Lighting Point	8
		TV/ FM Outlet	1
		Fused Spur Unit	2
		Electric Water Heater	1
		Power Connection Point for Electric Water Heater	1
		Equipment Switch	1
	Bathroom	13A Single Socket Outlet	1
		Lighting Point	7
		TV/ FM Outlet	0
		Fused Spur Unit	1
		Electric Water Heater	1
		Power Connection Point for Electric Water Heater	1
	Corridor	13A Single Socket Outlet	1
		Lighting Point	3
Lighting Switch		3	
Equipment Switch		1	
Door Bell		0	
Door Phone		1	
Staircase	13A Single Socket Outlet	1	
	Lighting Point	10	
Flat Roof	Outdoor Electrical Outlet	2	
Roof	Staircase	13A Single Socket Outlet	1
		Lighting Point	6

		Lighting Switch	2
		Fused Spur Unit	1
		Switch for Air Conditioning Unit	1
	Roof	Lighting Point	4
		Outdoor Electrical Outlet	2

[End of Part 3: Conditions of Sale]

[End of the Tender Document]

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：

香港新界元朗寶業街 18 號尚豪庭 6 號洋房(包括花園、毗連的平台及天台及
兩個停車位(位於 1 樓編號 P9 及 P10))

招標開始日期及時間載於招標公告附表(「招標開始日期及時間」)
而招標截止日期及時間載於招標公告附表(「招標截止日期及時間」)
(但若在招標截止時限之前物業已被撤回或出售則除外)

在招標開始日期及時間起至招標截止日期及時間止期間的辦公時間(星期一至五及星期六、日及公眾假期由下午 2 時正至晚上 7 時正)，投標書須放入普通信封內封密，信封面上清楚註明「尚豪庭 6 號洋房標書」，放入位於香港九龍柯士甸道西 1 號環球貿易廣場 62 樓擺放的標示為「尚豪庭公開招標」的投標箱內。

賣方： **Cranejoy Limited**
香港港灣道 30 號新鴻基中心 45 樓

賣方律師： **孖士打律師行**
香港中環遮打道 10 號太子大廈 18 樓
- 羅欣淇律師 (電話：2843 4333 / 傳真：3010 7883)

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：8330 0338

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」	指由遞交招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）。
「出售條款」	指本招標文件第 3 部份的出售條款。
「正式合約」	指賣方與買方根據出售條款第 5.1 段擬簽訂的該物業的正式合約。
「接納書」	指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知。
「要約表格」	指本招標文件第 2 部份的要約表格。
「該物業」	指香港新界元朗寶業街 18 號尚豪庭 6 號洋房(包括花園、毗連的平台及天台及兩個停車位(位於 1 樓編號 P9 及 P10))
「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」	指要約表格中訂明訂明為投標者的人士。
「賣方」	指 Cranejoy Limited。
「賣方律師」	指孖士打律師行。

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 賣方亦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 62 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 2 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% 的銀行本票，抬頭寫「**孖士打律師行**」，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) 對買方的警告
- (2) 關於該物業的賣方資料表格
- (3) 個人資料收集聲明
- (4) 關於印花稅現金回贈的信件
- (5) 關於印花稅的確認書
- (6) 關於更換設備的確認書

請不要於本第(iv)分段所述的任何文件內填上日期。

(b) 放入普通信封內封密，信封面上書明賣方收啓，並清楚註明「**尚豪庭 6 號洋房招標**」；及

(c) 從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(星期一至五及星期六、日及公眾假期由下午 2 時正至晚上 7 時)放入賣方代理人位於香港九龍柯士甸道西 1 號環球貿易廣場 62 樓擺放的標示為「**尚豪庭公開招標**」的投標箱內。

即使於任何招標開始日期或招標截止日期任何時間內有任何熱帶氣旋警告信號或

任何暴雨警告信號生效，招標會繼續如期進行。

- 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。賣方不接受任何人以代理人、獲授權人、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納書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按照本招標公告及本招標公告夾附的投標表格和出售條款所載的條款及條件，隨時接納投標。投標書根據本招標公告的程序一經遞交，投標者即不可撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。
- (b) 作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。

3. 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之前獲通知(「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、或通過郵遞方式寄予買方。接納書在投郵後的第二個工作日視為已經正式收到。
- 3.3 在接納書後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式의正式合約，不能對其作出任何改動或修訂。正式合約的格式從招標開始日期及時間起至招標截止日期及時間止在香港九龍柯士甸道西 1 號環球貿易廣場 62 樓供審閱。為免疑問，買方被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。
- 3.4 投標者宜注意，買方如未能按照上文第 3.3 段繳付加付訂金，或未能按照出售條款及/或正式合約繳付樓價任何部分付款或餘額或完成購買，賣方保留按照投標文件及/或正式合約向買方提出申索和獲得補償的權利。

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: 8330 0338）。

- 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。

招標公告附表

由 19/4/2019 起至 31/5/2019 (包括首尾兩天)的每日下午 2 時至晚上 7 時。

[第 1 部份：招標公告完]

第 2 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訂立的一份具約束力的協議。

3. 收取接受投標書信函的地址

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受投標書信函及退回銀行本票的地址。接納書在投郵後的第二個工作日視為已經正式收到。

4. 聲明、陳述及保證

本人／我們現聲明、陳述及保證如下：

- (a) 本要約表格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 (HK\$)			
銀行本票	金額 (HK\$)	銀行	本票編號

第3節-支付條款

* 支付辦法 **TB1**

- 臨時訂金即樓價 5% 於投標書獲賣方接納當日(即接納書的日期)繳付。
- 加付訂金即樓價 5% 於接納書的日期後 90 日內繳付。
- 樓價 90%(樓價餘額)於接納書的日期後 360 日內繳付。
- 成交日期在任何情況下不得早於接納書的日期後 60 日。

* 支付辦法 **TB2**

- 臨時訂金即樓價 5% 於投標書獲賣方接納當日(即接納書的日期)繳付。
- 加付訂金即樓價 5% 於接納書的日期後 90 日內繳付。
- 樓價 90%(樓價餘額)於接納書的日期後 180 日內繳付。
- 成交日期在任何情況下不得早於接納書的日期後 60 日。

有關贈品、財務優惠或利益的詳情，請參閱附件 7。

* 本人／我們會選擇有關贈品、財務優惠或利益的列表所述的印花稅優惠並選擇印花稅現金回贈計劃 **A1** / * 印花稅現金回贈計劃 **B1**。

* 本人／我們不會選擇有關贈品、財務優惠或利益的列表所述的印花稅優惠。

(*請剔適用者)

第4節- 中介人 (如有)

地產代理姓名	
地產代理牌照號碼	
公司名稱	
聯絡電話	

關於中介人的聲明 (僅於有指明中介人時適用)

本人／我們確認及聲明中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、承諾或陳述，無論在任何情況下賣方均無須就中介人所作出的任何協議、承諾或陳述向買方、中介人或任何其他人士負責。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5節- 參觀該物業 (請別其中一項)

賣方已開放該物業供本人／我們參觀，且本人／我們已參觀過該物業。

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

第6節- 與賣方關係的聲明 (*請別適用者)

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

(如有以下情況，某人即屬賣方的「有關連人士」：

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

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

第7節- 遞交清單

以上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 (沒有附件) 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) 對買方的警告(未有填上日期)
 - (2) 關於該物業的賣方資料表格(未有填上日期)
 - (3) 個人資料收集聲明(未有填上日期)
 - (4) 關於印花稅現金回贈的信件(未有填上日期)
 - (5) 關於印花稅的確認書(未有填上日期)
 - (6) 關於更換設備的確認書(未有填上日期)

第8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該物業根據正式合約買賣成交前，投標者的董事均不會有任何改變（包括減少、增加、取代或更換）。
4. 賣方可在任何時間要求我們提供所有相關商業文件及資料以核實於下表列出的投票者的董事的資料（包括其姓名、身份證明及香港永久性居民身份），而投標者必須遵從該要求並自費提供所有上述文件及資料。
5. 如有任何違反本節的規定，賣方有權拒絕將物業出售予投標者。

董事

	名稱	香港身份證號碼 / 護照號碼 / 商業登記號碼
6.		
7.		
8.		
9.		
10.		

第9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：

見證人簽署：

X

X

獲授權人士的名稱（如投標者為公司）：

見證人名稱：

日期：

[第2部份：要約表格完]

第 3 部分：出售條款

1. 定義

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」 指建於元朗市地段編號 508 的（位於寶業街 18 號）尚豪庭，該物業為發展項目的一部分。
- 「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發出之接納書而訂立的合約；
- 「臨時訂金」 具有本出售條款第 4 段給予該詞的涵義。
- 「賣方律師的辦事處」 指香港中環遮打道 10 號太子大廈 18 樓。

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

3. 在本臨時合約中：

- (a) 「實用面積」具有《一手住宅物業銷售條例》（“該條例”）第 8 條給予該詞的涵義；
- (b) 本臨時合約第 6(a) 條項下的項目的樓面面積，按照該條例第 8(3) 條之規定計算；
- (c) 本臨時合約第 6(b) 條項下的項目的面積，按照該條例附表 2 第 2 部之規定計算；及
- (d) 「工作日」具有該條例第 2(1)條給予該詞的涵義。

4. 根據招標公告的第 2.8 段，如果投標書獲接納，則連同要約表格一併遞交的一張或多張金額為樓價的 5% 的銀行本票將作為買方支付的臨時訂金（以下簡稱「臨時訂金」），該臨時訂金應由賣方律師作為保證金保存人而持有。

5. 如果投標書獲接納：

5.1 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) 由買方於接納書之日期之後的第五個工作日或之前簽立；及
- (b) 由賣方於接納書之日期之後的第八個工作日或之前簽立。

5.2 該物業的樓價將會是要約表格中列明的樓價，買方將按照下列方式向賣方支付樓價：

- (a) 樓價的 5% 在簽署本臨時合約時(即接納書的日期，如招標被賣方接納)支付作為臨時訂金；
- (b) 樓價的 5% 在接納書的日期之後的 90 日內支付作為樓價

的部分付款；

- (c) 樓價的 90% 作為樓價的餘額，在接納書的日期之後的 180 / 360 日內支付。{請在其中一個空格上畫上剔號(✓)}

5.3 買方應承擔就本臨時合約、正式合約以及隨後的轉讓契徵收的從價印花稅（若有）。

5.4 買方應承擔就本臨時合約、正式合約以及隨後的轉讓契徵收的額外印花稅（若有）。

5.5 買方應承擔就本臨時合約、正式合約以及隨後的轉讓契徵收的買家印花稅（若有）。

5.6 買方應於接納書的日期之後的 5 個工作日內（在此方面時間為關鍵元素）攜本臨時合約前往賣方律師的辦事處以：

(a) 簽署正式合約，其格式按賣方律師編製，不作修訂；及

(b) 交付第 5.3 段、第 5.4 段及第 5.5 段所載正式合約應付之所有印花稅。

5.7 如果買方未能在接納書之日後的第 5 個工作日內簽署正式合約：

(a) 則本臨時合約即終止；

(b) 賣方沒收買方支付的臨時訂金；且

(c) 賣方不就買方未能簽署正式合約對其提起任何進一步申索。

5.8 買賣應於本臨時合約之日期後的第 180 / 360 日的下午 4 時 30 分或之前於賣方律師的辦事處完成。{請在其中一個空格上畫上剔號(✓)}

5.9 買方須按本臨時合約及正式合約規定的時間和方式完成購買該物業及支付部份樓價或樓價餘款。

6. 該物業的量度尺寸如下：

(a) 該物業的實用面積為 143.593 平方米（1,546 平方呎），其中 —
N/A 平方米（N/A 平方呎）為露台的樓面面積；
N/A 平方米（N/A 平方呎）為工作平台的樓面面積；
N/A 平方米（N/A 平方呎）為陽台的樓面面積；及

(b) 其他量度尺寸為：
空調機房的面積為 N/A 平方米（N/A 平方呎）；
窗台的面積為 N/A 平方米（N/A 平方呎）；
閣樓的面積為 N/A 平方米（N/A 平方呎）；
平台的面積為 12.069 平方米（130 平方呎）；
花園的面積為 91.947 平方米（990 平方呎）；
停車位的面積為 25.000 平方米（269 平方呎）；
天台的面積為 41.485 平方米（447 平方呎）；
梯屋的面積為 5.914 平方米（64 平方呎）；

前庭的面積為 N/A 平方米 (N/A 平方呎) ;
庭院的面積為 N/A 平方米 (N/A 平方呎) 。

7. 該物業的買賣包括附件 1 所列的裝置、裝修物料及設備。
8. 在不影響《物業轉易及財產條例》(第 219 章)第 13 條和第 13A 條的前提下，賣方不得限制買方依據法律提出業權質詢或反對的權利。
9. 買方確認已收到第 10 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。
10. 就上述第 9 條而言，「對買方的警告」內容如下：

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

- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買該物業，你便須簽署正式買賣協議，在你簽立正式買賣協議之前，你應聘用律師，以保障你的權益，和確保妥善完成購買該物業。
 - (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，以代表你進行購買該物業，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該物業的每個階段，向你提供獨立意見。
 - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
 - (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
11. 臨時訂金、進一步訂金、部分付款和樓價的餘款應以本票的方式支付。買方應按照本臨時合約所列的條款支付樓價及完成購買該物業。所有支付樓價的款項應於星期一至星期五的下午 4 時 30 分或之前支付。
 12. 賣方在可交出空置管有權的情況下出售該物業且買方應在該種情況下購買該物業。

13. 賣方以該物業現狀及其現有的實際狀況及狀態以及按照本臨時合約出售該物業，且買方以該物業現狀及其現有的實際狀況及狀態以及按照本臨時合約購買該物業。
14. 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，亦無權將本協議的利益轉讓予第三方。
15.
 - (a) 倘若買方委託賣方律師就購買該物業代表其行事，賣方須承擔該律師事務所就正式合約及其後轉讓契收取的律師費。
 - (b) 倘若買方選擇委託其自己的律師就購買該物業之事代表其行事，則賣方和買方應各自支付其自己的律師就正式合約和其後轉讓契收取的律師費。
 - (c) 擬附於正式合約和其後轉讓契的圖則的所有圖則費用、相關所有業權契據及文件的核証副本的費用（包括該等核証副本的圖則費）、查冊費用、登記費用及其它雜費，均由買方承擔。買方亦應支付並承擔有關該物業的任何按揭契或押記的所有法律費用和雜費。
 - (d) 買方應支付依據《律師(一般)事務費規則》規定的收費率就發展項目的管理協議及公契（“公契”）產生或附帶的費用，包括提供一份公契的核証副本予買方的費用。
16. 買方須在正式合約中向賣方契諾，倘若買方在該物業的買賣完成之前以任何方式轉售該物業或轉讓正式合約的權益，買方須要求每一轉購人、受贈人、代名人、受益人、受權人或其他受讓人：
 - (a) 在任何其後的買賣轉售合約或其他協議中，披露已經以任何方式購買或出售該物業或其中任何權益的所有確認人、代名人及其他中介方的全部詳情（包括身份證號碼和完整地址），以及全部價款或其他代價，並包括須就購買該物業支付予賣方的代價以外的已經支付或給予任何中間交易的任何佣金、保留金額或代理費用或任何其他金額以及任何《印花稅條例》要求的任何其它資料；且
 - (b) 促使任何其後的轉購人或其他受讓人或新買家在其後的買賣轉售合約中作出具有以上第(a)分段條件相同效力的契諾，或在任何其他協議中設定具有以上第(a)分段條件相同效力的義務。
17. 於完成該物業的買賣的時候：
 - (a) 買方應接受該物業的轉讓契，惟須受公契的規限並享有公契的權益；且
 - (b) 買方應向發展項目的管理人支付或向賣方償付（如果賣方已向管理人支付任何相關款項）所有按金及預支款項、對特別基金的供款和清除瓦礫費用、其應承擔的公共水電錶以及向發展項目的共有部分供應公共設施的按金以及公契項下或依據公契就該物業可能需要支付的其它款項。買方應償付賣方其已支付的任何該等款項，無論該等按金、預支款項、供款或其它款項在公契項下是否可作轉讓或可予退還。
18. 時間為本臨時合約的關鍵元素。
19. 買方在要約表格上所填寫的香港通訊地址及電話號碼如有任何更改，須迅速書面通知賣方。

20. 該物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。
21. 如果本臨時合約的英文文本和中文譯本有任何不一致，則應以英文文本為準。
22. (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。

**出售條款的附件
裝置、裝修物料及設備**

(包括位於該物業中及發展項目公用地方中的裝置、裝修物料及設備)

1. 外部裝修物料

	細項	描述
(a)	外牆	鋪砌天然石材、瓦片、鋁板、玻璃板、百葉及格柵。
(b)	窗	氟化碳噴塗鋁窗框，客廳/飯廳、睡房、廚房及浴室(如有窗)窗戶配顏色玻璃。
(c)	窗台	沒有提供。
(d)	花槽	鋪砌天然石材及仿石磚。
(e)	陽台或露台	沒有提供。
(f)	乾衣設施	沒有裝置。

2. 室內裝修物料

	細項	描述
(a)	大堂	地下穿梭升降機大堂及一樓升降機大堂 牆壁：天然石材、玻璃板及鏡板至假天花。 地板：外露位置鋪砌天然石材。 天花板：石膏板假天花外露位置髹乳膠漆。
(b)	內牆及天花板	客廳及飯廳 牆壁：木皮飾面、水晶、鏡、玻璃板、人造皮飾面及不鏽鋼。 天花板：外露位置設有髹乳膠漆及貼牆紙之石膏板假天花，部份地方鋪砌不鏽鋼。部份地方設有髹乳膠漆之石膏板假陣配木百葉。 睡房的牆壁 主人睡房1：人造皮飾面、雲石、不鏽鋼及牆紙。 睡房2：真皮及牆紙。 睡房3：人造皮飾面、牆紙、鏡及不鏽鋼。 睡房的天花板 主人睡房1：外露位置設有髹乳膠漆之石膏板假天花，配古銅鏡鋼及水晶。 部份地方設有髹乳膠漆之石膏板假陣配木百葉。 睡房2：外露位置設有髹乳膠漆之石膏板假天花，配古銅鋼。 部份地方設有髹乳膠漆之石膏板假陣配木百葉。 睡房3：外露地位置設有髹乳膠漆之石膏板假天花。部份地方設有髹乳膠漆之石膏板假陣配木百葉。
(c)	內部地板	客廳及飯廳 天然石材地板及不鏽鋼牆腳線。 睡房 木地板及不鏽鋼牆腳線，合成石材地板邊界往平台。
(d)	浴室	主人房浴室 牆壁：外露位置鋪砌天然石材、不鏽鋼及鏡至假天花。面盆櫃背牆及鏡櫃背牆為水泥砂漿批盪。 地板：外露位置鋪砌天然石材。 天花板：石膏板假天花髹乳膠漆。 浴室 牆壁：外露位置鋪砌天然石材至假天花。面盆櫃背牆及鏡櫃

		背牆為水泥砂漿批盪。 地板：外露位置鋪砌天然石材。 天花板：石膏板假天花髹乳膠漆，部份地方鋪砌不鏽鋼。
(e)	廚房	牆壁：外露位置鋪砌天然石材及不鏽鋼板至假天花。廚櫃及雪櫃背之牆身鋪砌瓷磚。 地板：外露位置鋪砌天然石材。 天花板：假天花以石膏板及鋁板鋪砌。 灶台物料：人造石。

3. 室內裝置

	細項	描述
(a)	門	<p>柵欄門 金屬柵欄門。</p> <p>防風玻璃門 防風玻璃門配鋁格柵、鋁門框、手抽及門鎖。</p> <p>洋房大門（防風玻璃門旁，往客廳） 高光木皮飾面木門配古銅鏡鋼，高光木皮飾面木門框、木封口線、門氣鼓、手抽及門鎖。</p> <p>睡房門 主人睡房1及睡房3：木皮飾面木門配鏡鋼，配木門框、木封口線、門檔、手抽及門鎖。 睡房2：黑鋼框特色玻璃門，配黑鋼門框、門氣鼓及暗手抽。</p> <p>浴室門 主人房浴室：古銅鏡鋼框特色玻璃門配鏡鋼，配古銅鏡鋼門框及手抽。 浴室：木皮飾面木門配鏡鋼，配木門框、木封口線、門檔、手抽及門鎖。</p> <p>化妝間門 木皮飾面木門配人造皮飾面及古銅鏡鋼，配古銅鏡鋼門框，手抽及門鎖。</p> <p>廚房門 防火玻璃門配特色玻璃及古銅鋼、配古銅鋼門框、門氣鼓及暗手抽。</p> <p>儲物房門 木門配鏡鋼及鏡，配木皮飾面木門框、木封口線、門氣鼓及門鎖。</p> <p>洗手間門 磨沙玻璃門配鋁質門框及門鎖。</p> <p>廚房門（往客/飯廳外之地方）/平台門 氟化碳噴塗鋁框玻璃門配手抽及門鎖。</p> <p>天台門 氟化碳噴塗鋁框玻璃門配門檔、手抽及門鎖。</p> <p>停車場層入口大門 兩層門。外層木門配木門框、木封口線、門氣鼓、防盜眼、手抽及門鎖。 內層防火玻璃門配古銅鋼、配古銅鋼門框、門氣鼓及暗手抽。</p>
(b)	浴室	<p>主人房浴室 木製鏡櫃配不鏽鋼。掛牆鏡配不鏽鋼、水晶及燈槽。天然石</p>

		<p>材檯面、古銅鋼毛巾棍及天然石材洗面盆配鍍鉻及水晶水龍頭。搪瓷坐廁。</p> <p>淋浴間以天然石材鋪砌，配強化玻璃牆、強化玻璃門連不鏽鋼手抽、鍍鉻及水晶花灑套裝及鍍鉻雨淋式花灑頭。亚克力按摩浴缸（1500毫米長 x 700毫米寬 x 450毫米高）配鍍鉻及水晶浴缸水龍頭。浴室配件包括鍍鉻廁紙架、抽氣扇及電視。</p> <p>浴室</p> <p>木製鏡櫃配古銅鋼及水晶。木製面盆櫃鋪砌人造皮飾面及古銅鋼，連天然石材檯面、古銅鋼手抽連古銅鋼廁紙架。天然石材洗面盆連鍍鉻水龍頭。搪瓷坐廁。</p> <p>天然石材及不鏽鋼馬賽克鋪砌之淋浴間，配強化玻璃牆、強化玻璃門連古銅鋼手抽及鋁花灑套裝及鍍鉻雨淋式花灑頭。浴室配件包括抽氣扇。</p> <p>供水系統的類型及用料見下文「3.(j) 供水」一欄。</p> <p>設備之品牌名稱及產品型號，見下文「6. 設備說明表」。</p>
(c)	廚房	<p>不鏽鋼洗滌盆及鍍鉻冷熱水龍頭。木製廚櫃配亚克力飾面門板、玻璃門板及鋁質手柄。人造石檯面。嵌入式煤氣煮食爐、抽油煙機、微波爐、焗爐、內置式雪櫃、酒櫃、抽氣扇及燈飾。</p> <p>供水系統的類型及用料見下文「3.(j) 供水」一欄。</p> <p>設備之品牌名稱及產品型號，見下文「6. 設備說明表」。</p>
(d)	睡房	沒有裝置。
(e)	電話	客廳、主人睡房及睡房裝有電話插座(9號洋房之睡房2除外)。接駁點的數目，見下文「住宅單位機電裝置數量說明表」。
(f)	天線	<p>客廳、主人睡房、睡房、主人房浴室、5號洋房及6號洋房之儲物房，以及9號洋房之浴室裝有可接收本地電視/電台節目的電視/收音機接收插座。</p> <p>接駁點的數目，見下文「住宅單位機電裝置數量說明表」。</p>
(g)	電力裝置	<p>照明及電插座為隱藏導管。提供三相電力供電並備有總電掣箱及漏電斷路器。</p> <p>電插座及空調機接駁點的數目，見下文「住宅單位機電裝置數量說明表」。</p>
(h)	氣體供應	廚房裝有煤氣喉接駁煤氣煮食爐。
(i)	洗衣機接駁點	洗衣機接駁點設於洗手間。備有設計為直徑22毫米之洗衣機來水位及設計為直徑40毫米之洗衣機去水位。
(j)	供水	冷熱水喉採用銅喉管。沖廁供水系統採用膠喉管。隱藏及外露喉管。有熱水供應。

4. 雜項

	細項	描述
(a)	升降機	1部「Mitsubishi」升降機（產品型號：Elenessa）到達地下及1樓（停車場樓層）。
(b)	信箱	不鏽鋼信箱。
(c)	垃圾收集	垃圾會由清潔工人於1樓之每戶垃圾箱收集及運送至地下之垃圾及物料回收站中央垃圾收集處理，由垃圾車運走。
(d)	水錶、電錶及氣體錶	每座洋房之獨立水錶設於1樓公用空間。每座洋房之獨立電錶設於1樓電錶房。每座洋房1樓停車場樓梯預留安裝獨立煤氣錶之位置。

5. 保安設施

細項	描述
保安系統及設備	發展項目入口、地下主入口大堂、升降機內、停車場入口、停車場及會所設有閉路電視，並連接管理處。 訪客對講機及智能卡出入保安系統設於地下主入口大堂。訪客對講機設於每座洋房下層入口及停車場層入口，並連接每戶之對講機。每戶之對講機設於大門旁的牆壁上。 主人睡房1內設有緊急警報掣並連接管理處。 發展項目於鈞樂里入口裝有智能卡出入保安系統。

賣方承諾如該項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

6. 設備說明

樓層	位置	設備	品牌名稱	產品型號
下層	客廳/飯廳	變頻中央空調系統	珍寶	AR30UFAAR x 2 nos. & AJGA54LCLR
		電視機	三星	UA60D8000YJ
	索尼		N/A	
	儲物房	變頻中央空調系統	珍寶	ASG09UFADR & AJGA54LCLR
		乾衣機	西門子	WT46S592AU
		洗衣機	西門子	WM16S890EU
	洗手間	電熱水爐	斯寶亞創	DHB-E 18/21/24 Sli
		抽氣扇	Ostberg	RFE140A
	化妝間	電熱水爐	斯寶亞創	DHM 6
		抽氣扇	Ostberg	RFE140A
	廚房	抽油煙機	Gaggenau	AW200-120 & AD010-012
		電焗爐	Gaggenau	BO210-130
		抽氣扇	Ostberg	LPK200B
		煤氣煮食爐	Gaggenau	VG232-322SG & VG231-311SG
		微波爐	Gaggenau	BM220-130
		雪櫃	西門子	KI34NP60 & KI40FP60
		變頻中央空調系統	珍寶	ARXA18LBLR & AJGA54LCLR
		酒櫃	Gaggenau	RW404-260
	花園	按摩池	Teuco	N/A
	高層	主人睡房 1	電視機	三星
變頻中央空調系統			珍寶	ARXA18LBLR & AJGA54LCLR
睡房 2		電視機	三星	N/A
		變頻中央空調系統	珍寶	ASG14UFADR & AJGA54LCLR
睡房 3		電視機	三星	UA32F6100AJ
		變頻中央空調系統	珍寶	ASG14UFADR & AJGA54LCLR

	主人房浴室	電熱水爐	斯寶亞創	DHB-E-27 Sli
		抽氣扇	Ostberg	RFE140B
		按摩浴缸	Kohler	N/A
			System Pool	MINIMAL BESPS109000001
		多用途坐廁	TOTO	N/A
		電視機	JSA	N/A
			Oolaa	BTV17(A)
	聲寶		N/A	
	浴室	電熱水爐	斯寶亞創	DHB-E-27 Sli
		抽氣扇	Ostberg	RFE140B
電視機		聲寶	N/A	
天台	樓梯	冷氣機	珍寶	ASWA18J & AOWR18J

N/A = 不適用

賣方承諾如該發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

7. 住宅單位機電裝置數量說明表

樓層	位置		
停車場	走廊	13A單位電插座	2
		燈位	8
		燈掣	3
		總電掣箱	1
		煤氣錶	1
下層	客廳、飯廳及走廊	13A單位電插座	6
		13A雙位電插座	3
		燈位	40
		燈掣	6
		電話插座	2
		電視/電台天線插座	1
		影音線插座	2
		菲士接線座	2
		菲士接線座供冷氣機	2
		裝置開關掣	2
		門鈴	1
	儲物房	13A單位電插座	1
		13A雙位電插座	2
		20A接線座	0
		燈位	1
		燈掣	1
		電視/電台天線插座	1
		菲士接線座供冷氣機	1
		裝置開關掣	1
	洗手間	燈位	2
		菲士接線座	1
		電熱水爐	1

		電熱水爐電接駁點	1
		來水位供洗衣機	1
		去水位供洗衣機	1
	化妝間	13A單位電插座	0
		燈位	4
		菲士接線座	1
		電熱水爐	1
		電熱水爐電接駁點	1
	總食水掣	1	
下層	廚房	13A單位電插座	4
		13A雙位電插座	2
		30A接線座	1
		燈位	7
		燈掣	2
		菲士接線座	5
		菲士接線座供冷氣機	1
		煮食爐煤氣接駁點	2
		裝置開關掣	2
		總食水掣	0
		門鈴	1
		門口對講機	1
	樓梯	燈位	8
	花園	燈位	1
室外電源插座		1	
高層	主人睡房 1	13A單位電插座	4
		13A雙位電插座	2
		燈位	12
		燈掣	2
		電話插座	2
		電視/電台天線插座	1
		影音線插座	2
		菲士接線座	1
		菲士接線座供冷氣機	1
		裝置開關掣	2
	睡房 2	13A單位電插座	1
		13A雙位電插座	1
		燈位	11
		燈掣	1
		電話插座	1
		電視/電台天線插座	1
		菲士接線座	1
	菲士接線座供冷氣機	1	
	睡房 3	13A單位電插座	1
		13A雙位電插座	1
		燈位	12
		燈掣	1
		電話插座	1

		電視/電台天線插座	1
		菲士接線座	1
		菲士接線座供冷氣機	1
	主人房浴室	13A單位電插座	2
		燈位	8
		電視/電台天線插座	1
		菲士接線座	2
		電熱水爐	1
		電熱水爐電接駁點	1
		裝置開關掣	1
	浴室	13A單位電插座	1
		燈位	7
		電視/電台天線插座	0
		菲士接線座	1
		電熱水爐	1
		電熱水爐電接駁點	1
	走廊	13A單位電插座	1
		燈位	3
		燈掣	3
		裝置開關掣	1
門鈴		0	
對講機		1	
樓梯	13A單位電插座	1	
	燈位	10	
平台	室外電源插座	2	
天台	樓梯	13A單位電插座	1
		燈位	6
		燈掣	2
		菲士接線座	1
		冷氣機接線座	1
	天台	燈位	4
		室外電源插座	2

[第3部分：出售條款完]

[招標文件完]

附件 Annex

(附件不屬於招標文件的一部份。在遞交招標文件之前，請先將附件移除。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. The Annex should be detached from the Tender Document before submitting the Tender Document. However, the Tenderer should note documents marked with “#” should be signed and submitted together with the Tender Document.)

1. 對買方的警告 #
Warning to Purchasers #
2. 關於該物業的賣方資料表格 #
Vendor’s Information Form relating to the Property #
3. 個人資料收集聲明 #
Personal Information Collection Statement #
4. 關於印花稅現金回贈的信件#
Letter regarding Stamp Duty Cash Rebate#
5. 關於印花稅的確認書#
Acknowledgement Letter Regarding Stamp Duty #
6. 關於更換設備的確認書#
Acknowledgement Letter Regarding Replacement of Appliances#
7. 贈品、財務優惠或利益的列表
List of gift, or financial advantage or benefit
8. 律師收費表
Legal fees and disbursements table
9. 嚴禁清洗黑錢宣傳單張
“Keep Money Laundering Away from Hong Kong” Leaflet

Annex 1
附件 1

Vendor 賣方	Cranejoy Limited
Property 物業	House No. 6 (including the garden and the flat roof adjacent thereto and the roof(s) thereabove and 2 Car Parking Spaces (Nos. P9 and P10 on the 1 st Floor) appertaining thereto) of One Regent Place, No.18 Po Yip Street, Yuen Long, New Territories, Hong Kong 香港新界元朗寶業街 18 號尚豪庭 6 號洋房(包括花園、毗連的平台及天台及兩個停車位(位於 1 樓編號 P9 及 P10)) (the “ Property ”) (「該物業」)
Purchaser(s) 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	
Date 日期	

**WARNING TO PURCHASERS
PLEASE READ CAREFULLY**

**對買方的警告
買方請小心閱讀**

- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
- (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
- (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
- (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own

solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.

倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開
始便聘用你自己的律師的話會須支付的費用。

- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.

你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

I/We acknowledge receipt of a copy of this warning and fully understand the contents thereof.

我/我們已收到此警告之副本及完全明白此警告之內容。

公曆 年 月 日
Dated this day of

Signature of the Purchaser(s) 買方簽署

[附件 1：正式合約對買方的警告完]
[End of Annex 1: Warnings to Purchasers]

Vendor's Information Form
賣方資料表格

Vendor 賣方	Cranejoy Limited
物業 Property	House No. 6 (including the garden and the flat roof adjacent thereto and the roof(s) thereabove and 2 Car Parking Spaces (Nos. P9 and P10 on the 1 st Floor) appertaining thereto) of One Regent Place, No.18 Po Yip Street, Yuen Long, New Territories, Hong Kong 香港新界元朗寶業街 18 號尚豪庭 6 號洋房(包括花園、毗連的平台及天台及兩個停車位(位於 1 樓編號 P9 及 P10)) (the " Property ") (「該物業」)
Purchaser (s) 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	
Date 日期	

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	HKD8,865 per month 每月港幣八千八百六十五元正
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	3% of the rateable value of the Property 本物業應課差餉租值之 3%
c) The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	The Incorporated Owners of One Regent Place 尚豪庭業主立案法團
d) The name of the manager of the Development 發展項目的管理人的姓名或名稱	Royal Elite Service Company Limited 帝譽服務有限公司
e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the 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	No 沒有

<p>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</p>	
<p>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</p>	<p>No 沒有</p>

Date of Printing: 15/4/2019

印製日期: : 15/4/2019

Signed by:

買方簽署

Purchaser(s) 買方

[附件 2 : 賣方資料表格完]
[End of Annex 2: Vendor's Information Form]

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。

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：

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.

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:

[附件 3 : 個人資料收集聲明完]
[End of Annex 3: Personal Information Collection Statement]

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

Vendor 賣方	Cranejoy Limited
Property 物業	House No. 6 (including the garden and the flat roof adjacent thereto and the roof(s) thereabove and 2 Car Parking Spaces (Nos. P9 and P10 on the 1 st Floor) appertaining thereto) of One Regent Place, No.18 Po Yip Street, Yuen Long, New Territories, Hong Kong 香港新界元朗寶業街 18 號尚豪庭 6 號洋房(包括花園、毗連的平台及天台及兩個停車位(位於 1 樓編號 P9 及 P10)) (the “Property”) (「該物業」)
Purchaser(s) 買方	
I.D./ B.R. No. 身份證 / 商業登記號碼	
Date 日期	

To 致: The Purchaser 買方

1. We, Cranejoy Limited, refer to your purchase of the Property under a preliminary agreement for sale and purchase (the “**Preliminary Agreement**”).
本公司 Cranejoy Limited 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。
2. The purpose of this letter is to confirm our offer to you the following benefit 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):-
本信件之目的是為了確認本公司按照本信件所列的條款與細則(尤其是有關閣下履行以下第 3 段所列責任的條款), 向閣下提供以下優惠(請在適用之方格內填寫「✓」號):
 - If you have elected Stamp Duty Cash Rebate Plan A1:
如閣下選擇印花稅現金回贈計劃 A1:

a Stamp Duty Cash Rebate which amount shall be equal to 70% of the AVD actually payable by you in connection with the purchase of the Property, subject to a cap of 2.625% of the purchase price.
印花稅現金回贈的金額相等於閣下購買該物業實際應付從價印花稅的 70%, 上限為樓價的 2.625%.
 - If you have elected Stamp Duty Cash Rebate Plan B1:
如閣下選擇印花稅現金回贈計劃 B1:

a Stamp Duty Cash Rebate which amount shall be equal to 5% of the purchase price.
印花稅現金回贈的金額相等於樓價的 5%.
3. **By signing this letter, you agree the following which shall be binding on you whether or not you shall apply for the Stamp Duty Cash Rebate:-**
簽署本信件即表示閣下同意以下各項, 不論閣下是否申請印花稅現金回贈, 以下仍對閣下有約束力:
 - (a) You shall execute a legally binding formal agreement for sale and purchase of the Property (in the form prescribed by the Vendor without amendments) (the “**Agreement for Sale and Purchase**”) in accordance with the terms and conditions of the Preliminary Agreement.
閣下須按照臨時合約的條款與細則, 簽署一份有法律約束力的正式買賣合約(按賣方規定的格式及不得作出修改)(以下稱「**買賣合約**」)。

(b) You shall make payment of the further deposit, additional deposit(s), further part payment(s) and balance of purchase price within the time specified in the Agreement for Sale and Purchase and perform and observe all other terms and conditions in the Preliminary Agreement and the Agreement for Sale and Purchase.

閣下須於買賣合約規定的限期內支付加付訂金、額外訂金、進一步的部分付款及樓價餘額，並履行及遵守臨時合約和買賣合約所有其他條款與細則。

(c) 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。

(d) If you claim that lower rates (Scale 2) of AVD shall apply and/or BSD shall be exempted, you shall make a statutory declaration (in Form IRSD 131) accompanied with a copy of your Hong Kong Identity Card(s).

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，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。

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

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

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

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

6. After we have received your application and duly verified the information, the Vendor will apply the Stamp Duty Cash Rebate for part payment of the balance of the purchase price directly.

本公司收到閣下的申請並證實有關資料無誤後賣方會將印花稅現金回贈直接用於支付部份樓價餘額。

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

閣下謹此不可撤銷地授權本公司以上述第 6 段所述方式支付印花稅現金回贈。

8. After we have paid the Stamp Duty Cash Rebate, if the amount of the relevant stamp duty actually payable exceeds 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 One Regent Place. 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. If the purchaser is a company, there must be no change (including any reduction, increase, substitution or replacement) of any shareholders or directors in the Purchaser for the period after signing the preliminary agreement for sale and purchase to completion of the sale and purchase of the residential property, except with the approval from the Vendor for the purchaser to receive the Stamp Duty Cash Rebate.

本信件的利益屬於閣下個人所有，並且僅向簽署購買尚豪庭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。如買方為公司，在簽署臨時買賣合約後至住宅物業買賣成交期間，除賣方同意外，買方的任何股東或董事不可有任可改變(包括減少、增加、取代或更換)，買方才可收取印花稅現金回贈。

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 Cranejy Limited



Authorized Signature(s)
授權人士簽署

After due and careful consideration of the contents of this letter, I/we agree to accept the same and be bound by all the terms and conditions herein set out and I/we hereby declare and represent to you that (please fill in a “✓” at the appropriate box):- 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) Higher rates (flat rate of 15%) of ad valorem stamp duty is *applicable* / *not applicable* to my/our purchase of the Property;
從價印花稅的較高稅率(15%劃一稅率) 適用 / 不適用 於本人/吾等購買的該物業；
- (c) I am/each of us is acquiring the Property *on my own behalf and not on behalf of any other person(s)* / *on behalf of other person*].
本人/吾等各人在購入該物業時是 代表自己行事及並不代表任何其他人 / 代表他人行事]。

I/We acknowledge and understand that Honour Finance Company, Limited relies on my/our declarations and representations made above in offering the Transitional Loan to me/us.

本人/吾等知悉及明白忠誠財務有限公司倚賴本人/吾等上述作出的聲明及陳述向本人/吾等提供過渡性貸款。

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

Signed by the Purchaser(s) 買方簽署

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

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

[附件 4：關於印花稅現金回贈的信件完]
[End of Annex 4: Letter regarding Stamp Duty Cash Rebate]

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

Vendor 賣方	Cranejoy Limited
Property 物業	House No. 6 (including the garden and the flat roof adjacent thereto and the roof(s) thereabove and 2 Car Parking Spaces (Nos. P9 and P10 on the 1 st Floor) appertaining thereto) of One Regent Place, No.18 Po Yip Street, Yuen Long, New Territories, Hong Kong 香港新界元朗寶業街 18 號尚豪庭 6 號洋房(包括花園、毗連的平台及天台及兩個停車位(位於 1 樓編號 P9 及 P10)) (the “ Property ”) (「該物業」)
Purchaser(s) 買方	
I.D./ B.R. No. 身份證 / 商業登記號碼	
Date 日期	

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

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

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

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

1. The Stamp Duty (Amendment) Ordinance 2018 was gazetted on 19 January 2018 (the “**2018 Amendment Ordinance**”) with retrospective effect from 5 November 2016. The Stamp Duty Ordinance (the “**Ordinance**”) has been amended by the 2018 Amendment Ordinance to increase the ad valorem stamp duty (“**AVD**”) rates for residential property transactions to a flat rate of 15% (“**New Rate**”), such that any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to the AVD at New Rate. AVD at New Rate is applicable to any residential property (except that acquired by a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition) acquired either by an individual or a company.
《印花稅(修訂)條例 2018》(「**2018 修訂條例**」)已於 2018 年 1 月 19 日刊憲，法例具有追溯效力至 2016 年 11 月 5 日。2018 修訂條例調高住宅物業交易的「從價印花稅」稅率至劃一 15%(「**新稅率**」)，以致任何在 2016 年 11 月 5 日或以後簽立以買賣或轉讓住宅物業的文書，除獲豁免或另有規定外，均須繳付以「新稅率」計算的從價印花稅。任何以個人或公司名義取得的住宅物業(除非該住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業)，均須繳付以「新稅率」計算的從價印花稅。
2. The Stamp Duty (Amendment) (No.2) Ordinance 2018 was gazetted on 20 April 2018 (the “**2018 Amendment (No.2) Ordinance**”) with retrospective effect from 12 April 2017. Under the 2018 Amendment (No.2) Ordinance, unless specifically exempted or otherwise provided in the law, acquisition of more than 1 residential property under a single instrument executed on or after 12 April 2017 will be subject to the AVD at New Rate, even if the purchaser is a Hong Kong permanent resident who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition.

《印花稅(修訂)(第2號)條例2018》(「**2018(第2號)修訂條例**」)已於2018年4月20日刊憲，法例具有追溯效力至2017年4月12日。根據2018(第2號)修訂條例，除獲特定豁免或另有法律規定外，於2017年4月12日或之後簽立以買賣或轉讓住宅物業的文書，即使買方是代表自己行事，且在香港沒有擁有任何其他住宅物業的香港永久性居民，若以一份文書取得多於一個住宅物業，均須繳付以「新稅率」計算的從價印花稅。

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

可按第2標準稅率繳納「從價印花稅」或可獲豁免「從價印花稅」的情況沒有改變。有關以「新稅率」計算的「從價印花稅」適用的豁免，詳情請瀏覽稅務局網頁 (www.ird.gov.hk)。

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

4. If the Purchaser claims that the AVD at Scale 2 rates shall apply and/or buyer's stamp duty ("BSD") shall be exempted:-

如買方聲稱應適用以第2標準稅率計算的從價印花稅及/或應豁免買家印花稅：

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

- (b) The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors :-

買方承諾向賣方律師交付並促使其律師向賣方律師交付：

- (i) within 17 days from the date of the Agreement for Sale and Purchase, a certified true copy of the Statutory Declaration together with a duly completed Form IRSD 118 and other supporting documents which the Stamp Office may from time to time require; and

在買賣合約訂立之日起17天內，「法定聲明」的認證副本連同已填妥的IRSD118表格及印花稅署不時要求的其他證明文件；及

- (ii) within 1 month from the date of the Agreement for Sale and Purchase, a certified true copy of the Agreement for Sale and Purchase duly stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.

在買賣合約訂立之日起1個月內，一份已加蓋應付印花稅之買賣合約的認證副本，或印花證明書的認證副本，以證明已完全繳付買賣合約之印花稅。

5. If the present transaction is subject to payment of the AVD at New Rate, the AVD at New Rate will be payable within 30 days after execution of the 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

6. Please refer to the "Letter regarding Stamp Duty Cash Rebate" for details.

詳情請參閱「關於印花稅現金回贈的信件」。

Other Matters
其他事項

7. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.
本人／我們確認及知悉，若本人／我們不能全數準時支付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，本人／我們須就此向賣方作出十足的彌償。
8. I/We understand that I/we shall be solely responsible for ascertaining whether I/we am/are HKPR, subject to the BSD and subject to the AVD at New Rate.
本人／我們明白，本人／我們有責任確定本人／我們是否香港永久性居民、是否需要繳付「買家印花稅」及是否需要繳付以「新稅率」計算的「從價印花稅」。
9. I/We acknowledge and agree that I/we shall pay all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by me/us or any third party (if applicable) if I/we claim exemption from BSD or AVD at New Rate, as the case may be.
本人／我們知悉及同意，若本人／我們有意申請豁免「買家印花稅」或豁免以「新稅率」計算的「從價印花稅」(視情況而定)，本人／我們須支付所有就該申請而必需由本人／我們或第三方(如適用)作出的「法定聲明」所涉及的法律費用及開銷。
10. 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。
11. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.
本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。
12. The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.
本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

Acknowledgement Letter Regarding Replacement of Appliances
關於更換設備的確認書

Vendor 賣方	Cranejoy Limited
Property 物業	House No. 6 (including the garden and the flat roof adjacent thereto and the roof(s) thereabove and 2 Car Parking Spaces (Nos. P9 and P10 on the 1 st Floor) appertaining thereto) of One Regent Place, No.18 Po Yip Street, Yuen Long, New Territories, Hong Kong 香港新界元朗寶業街 18 號尚豪庭 6 號洋房(包括花園、毗連的平台及天台及兩個停車位(位於 1 樓編號 P9 及 P10))
Purchaser(s) 買方	
I.D. / B.R. No. 身份證 / 商業登記證 號碼	
Date 日期	

1. I/We, the undersigned, hereby acknowledge, the Property is sold with the appliances as stipulated in the Schedule to the Conditions of Sale.
本人／吾等，下方簽署人，特此確認，該物業是與出售條款中所規定的設備一同出售。
2. The Vendor now provides me/us with an option where the existing appliances mentioned in Column 1 of the table below ("**Existing Items**") can be replaced with those new appliances in Column 2 (or, if any appliance(s) of the specified brand name or model number as set out in Column 2 is/are not available, appliance(s) of comparable quality) ("**New Items**").
賣方現向本人／吾等提供一個選擇，下列表第一行之現有設備(**現有物品**)可以第二行之新設備(或，如賣方未能提供任何第二行指明的品牌名稱或產品型號的設備，品質相若的設備) (**新物品**) 取代。

Location 位置	Appliances 設備	Column 1 第一行 Existing Items 現有物品		Column 2 第二行 New Items 新物品	
		Brand Name 品 牌名稱	Model Number 產品型號	Brand Name 品牌名稱	Model Number 產品型號
Living / Dining Room 客廳/飯廳	VRV Air Conditioning Unit 變頻中央空調系統	General 珍寶	AR30UFAAR x 2 nos. & AJGA54LCLR	General 珍寶	AJH054LCLAH (OU) X1 ARXB24LATH (IU) X2 no.
Store 儲物房	Dryer 乾衣機	Siemens 西門子	WT46S592AU	Siemens 西門子	WM14W460HK
	Washer 洗衣機	Siemens 西門子	WM16S890EU	Siemens 西門子	WT46G401HK
Lavatory 洗手間	Electric Water Heater 電熱水爐	Stiebel Eltron 斯寶亞創	DHB-E 18/21/24 Sli	Stiebel Eltron 斯寶亞創	DHB-E-27 Sli
Kitchen 廚房	Cooker Hood 抽油煙機	Gaggenau	AW200-120 & AD010-012	Gaggenau	AW240-120
	Electric Oven 電焗爐	Gaggenau	BO210-130	Gaggenau	BOP210-131
	Exhaust Fan 抽氣扇	Ostberg	LPK200B	Ostberg	RFE140A
	Gas Cooking Hob 煤氣煮食爐	Gaggenau	VG232-322SG & VG231-311SG	Gaggenau	VG231-334HK & VG232-334SG
	Microwave Oven 微波爐	Gaggenau	BM220-130	Gaggenau	BMP225-130
	Refrigerator 雪櫃	Siemens 西門子	KI34NP60 & KI40FP60	Siemens 西門子	K134NP61HK
	Wine Cellar 酒櫃	Gaggenau	RW404-260	Gaggenau	RW464-261
Master Bedroom 1 主人睡房 1	VRV Air Conditioning Unit 變頻中央空調系統	General 珍寶	ARXA18LBLR & AJGA54LCLR	General 三星	AJH054LCLAH (OU) X1 ASHA14LACH (IU)X2
Bedroom 2 睡房 2	VRV Air Conditioning Unit 變頻中央空調系統	General 珍寶	ASG14UFADR & AJGA54LCLR	General 三星	ARXB18LALH (IU)X1
Bedroom 3 睡房 3	VRV Air Conditioning Unit 變頻中央空調系統	General 珍寶	ASG14UFADR & AJGA54LCLR	General 三星	ASHA09GACH (IU)X1
Master Bathroom 主人房浴室	Exhaust Fan 抽氣扇	Ostberg	RFE140B	Ostberg	RFE140A
Bathroom 浴室	Exhaust Fan 抽氣扇	Ostberg	RFE140B	Ostberg	RFE140A

3. After consideration by me/us –
經本人／吾等考慮後 --

* I/we decide to select the aforesaid replacement option.
本人／吾等選擇上述的更換選項。

* I/we decide **not** to select the aforesaid replacement option.
本人／吾等**不會**選擇上述的更換選項。

(* Please tick as appropriate)(*請剔適用者)

4. In case I/we decide to select the aforesaid replacement option, I/We hereby confirm and acknowledge that –

若本人／吾等選擇上述更換選項，本人／吾等特此確認 --

(a) the Existing Items will be removed and abandoned and replaced by the New Items;
現有物品會被移除及棄置，並由新物品所取代。

(b) I/We shall allow the Vendor to access to the Property for the removal of the Existing Items and the replacement of the New Items after signing of the Formal Agreement; and
本人／吾等將容許賣方於簽署正式合約後，進入該物業，移除及棄置現有物品及更換新物品; 及

(c) I/We am/are not entitled to claim against the Vendor for any damages or losses which may arise from the removal of the Existing Items and the replacement of the New Items. This clause shall survive after completion.

本人／吾等並不可因賣方移除及棄置現有物品及更換新物品，而可能導致的任何索償或損失，向賣方提出任何追討。此條款與成交後仍然生效。

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

如本函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

--

尚豪庭 6 號洋房(包括花園、毗連的平台及天台及兩個停車位(位於 1 樓編號 P9 及 P10)) (「住宅物業」)

House No.6 (including the garden and the flat roof adjacent thereto and the roof(s) thereabove and 2 Car Parking Spaces (Nos. P9 and P10 on the 1st Floor) appertaining thereto), One Regent Place (the “residential property”)

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

第 I 部份 Part I

1. 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.

2. 所有就購買該發展項目中的指明住宅物業而連帶獲得的任何折扣、贈品、財務優惠或利益均只提供予正式合約中訂明的一手買方及不可轉讓。賣方有絕對酌情權決定買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。

All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of a specified residential property in the Development are offered to first-hand Purchaser as specified in the Agreement only and shall not be transferable. The Vendor has absolute discretion in deciding whether a Purchaser is entitled to those discount, gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those discount, gift, financial advantage or benefit. In case of dispute, the Vendor's decision shall be final and binding on the Purchasers.

3. 所有由賣方將提供用以支付樓價餘額部份的現金回贈(以向上捨入方式換算至整數)，在符合提供現金回贈的相關先決條件的情況下，賣方保留權利以其他方法及形式將現金回贈支付予買方。

For all cash rebate(s) (rounded up to the nearest integer) that will be offered by the Vendor for part payment of the balance of purchase price, subject to the relevant prerequisite for provision the cash rebate(s) being satisfied, the Vendor reserves the right to pay the cash rebate(s) to the Purchaser by other method(s) and in other manner.

4. 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，無論是促使、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.

5. 由賣方之指定財務機構提供的任何貸款，其最高貸款金額、息率及條款僅供參考，買方實際可獲得的貸款金額、息率及條款須視乎指定財務機構的獨立批核結果而定，而且可能受法例及政府、香港金融管理局、銀行及相關監管機構不時發出之指引、公布、備忘等(不論是否對指定財務機構有約束力)影響。買方必須提供指定財務機構所要求的資料及文件，否則貸款將不會獲批核。

The maximum loan amount, interest rate and terms of any loan to be offered by the Vendor's designated financing company are for reference only. The actual loan amount, interest rate and terms to be offered to the Purchaser shall be subject to the independent approval of the designated financing company, and may be affected by the laws and the guidelines, announcement, memorandum, etc. (whether the same is binding on the designated financing

company) issued by the Government, Hong Kong Monetary Authority, banks and relevant regulatory authorities from time to time. The Purchaser shall provide information and documents requested from the designated financing company, otherwise, the loan shall not be approved.

6. 如正式合約因任何原因終止或取消, 則提供贈品、財務優惠或利益的安排將無效。
The arrangement 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.

第 II 部份

Part II

1. 印花稅優惠 Stamp Duty Offer(s)

如買方在選擇印花稅優惠，買方可獲下述優惠：

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

Stamp Duty Cash Rebate Plan A1 **印花稅現金回贈計劃 A1**

(a) 印花稅現金回贈
Stamp Duty Cash Rebate

買方在按正式合約完成買賣交易的情況下，可獲賣方提供印花稅現金回贈。印花稅現金回贈的金額相等於買方就正式合約應付的從價印花稅的70%，上限為樓價的2.625%。詳情請參閱附錄1(a)。

Subject to the completion of the sale and purchase in accordance with the Agreement, the Purchaser shall be entitled to a Stamp Duty Cash Rebate offered by the Vendor which amount shall be equal to 70% of the ad valorem stamp duty chargeable on the Agreement, subject to a cap of 2.625% of the purchase price. Please see Annex 1(a) for details.

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

Stamp Duty Transitional Loan (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))
(注意：買方須於接納書的日期後 2 個工作日內申請印花稅過渡性貸款)

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

買方可向指定財務機構申請印花稅過渡性貸款或(如買方享有印花稅現金回贈但沒有使用印花稅過渡性貸款)可獲港幣\$5,000現金回贈，印花稅過渡性貸款的最高金額為就正式合約應付的從價印花稅的70%，上限為樓價的2.625%。詳情請參閱附錄1(b)。

The Purchaser may apply for a Stamp Duty Transitional Loan from the designated financing company or (if the Purchaser is entitled to the Stamp Duty Cash Rebate but has not utilized the Stamp Duty Transitional Loan) shall be entitled to a HK\$5,000 Cash Rebate. The maximum Stamp Duty Transitional Loan amount shall be equal to 70% of the ad valorem stamp duty chargeable on the Agreement, subject to a cap of 2.625% of the purchase price. Please see Annex 1(b) for details.

Stamp Duty Cash Rebate Plan B1 **印花稅現金回贈計劃 B1**

(a) 印花稅現金回贈
Stamp Duty Cash Rebate

買方在按正式合約完成買賣交易的情況下，可獲賣方提供印花稅現金回贈。印花稅現金回贈的金額相等樓價的 5%。詳情請參閱附錄1(a)。

Subject to the completion of the sale and purchase in accordance with the Agreement, the Purchaser shall be entitled to a Stamp Duty Cash Rebate offered by the Vendor which amount shall be equal to 5% of the purchase price. Please see Annex 1(a) for details.

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

Stamp Duty Transitional Loan (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))
(注意：買方須於接納書的日期後 2 個工作日內申請印花稅過渡性貸款)

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

買方可向指定財務機構申請印花稅過渡性貸款或(如買方享有印花稅現金回贈但沒有使用印花稅過渡性貸款)可獲港幣\$5,000現金回贈，印花稅過渡性貸款的最高金額為就正式合約應付的從價印花稅的70%，上限為樓價的5%。詳情請參閱附錄1(b)。

The Purchaser may apply for a Stamp Duty Transitional Loan from the designated financing company or (if the Purchaser is entitled to the Stamp Duty Cash Rebate but has not utilized the Stamp Duty Transitional Loan) shall be entitled to a HK\$5,000 Cash Rebate. The maximum Stamp Duty Transitional Loan amount shall be equal to 70% of the ad valorem stamp duty chargeable on the Agreement, subject to a cap of 5% of the purchase price. Please see Annex 1(b) for details.

2. 貸款優惠 Loan Benefits

買方可向賣方的指定財務機構申請以下其中一項貸款優惠：

The Purchaser may apply for ONLY ONE of the following loan benefits from the Vendor's designated financing company:

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

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

備用第一按揭貸款的最高金額為淨樓價的80%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附錄2(a)。

The maximum Standby First Mortgage Loan amount shall be 80% of the net purchase price, provided that the loan amount shall not exceed the balance of purchase price payable. Please see Annex 2(a) for details.

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

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

備用第二按揭貸款的最高金額為淨樓價的25%，惟第一按揭貸款(由第一按揭銀行提供)及備用第二按揭貸款總金額不可超過淨樓價的80%，或應繳付之樓價餘額，以較低者為準。詳情請參閱附錄2(b)。

The maximum Standby 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 the Standby Second Mortgage Loan shall not exceed 80% of the net purchase price, or the balance of purchase price payable, whichever is lower. Please see Annex 2(b) for details.

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

Regency 120s 分為兩部份：A 部份(用於繳付樓價餘額)的最高貸款金額為樓價 90%及(如適用)B 部份(用於償還現有物業的按揭貸款)的最高貸款金額為樓價 30%。詳情請參閱附錄2(c)。

The maximum loan amount of Regency 120s is divided into two tranches: the maximum loan amount of Tranche A (for payment of the balance of the purchase price) shall be 90% of the purchase price and (if applicable) the maximum loan amount of Tranche B (for repayment of the mortgage loan of the Existing Property) shall be 30% of the purchase price. Please see Annex 2(c) for details.

上文『淨樓價』一詞指住宅物業之樓價扣除第1(a)段所述的印花稅現金回贈(如有)及第1(b)段所述的港幣\$5,000現金回贈(如有)後的金額。

The term “net purchase price” above means the amount of the purchase price of the residential property after deducting the Stamp Duty Cash Rebate (if any) as set out in paragraph 1(a) and the HK\$5,000 Cash Rebate (if any) as set out in paragraph 1(b).

**3. Regency 120s 延續貸款(只適用於個人名義買方)
Regency 120s Extended Loan (applicable only to the Purchaser(s) who is/are individual(s))**

詳情請參閱附錄 3。

Please see Annex 3 for details.

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

在不影響買方於正式合約下之權利的前提下，凡住宅物業(但不包括園景及盆栽(如有)及燒烤爐(如有))有欠妥之處，而該欠妥之處並非由任何人之行為或疏忽造成，買方可於住宅物業的成交日起計 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 sale and purchase of the residential property rectify any defects to the residential property (excluding the landscape area and potted plants (if any) and the Barbecue Grill (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

附錄 1(a) 印花稅現金回贈
Annex 1(a) Stamp Duty Cash Rebate

- (I) 買方須於完成該物業之買賣交易日前最少30日以書面(連同下列文件)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 following documents) for the Stamp Duty Cash Rebate at least 30 days before the date of completion of sale and purchase. 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.
- 申請須連同就正式合約應付的所有印花稅的正式繳付收據。
The application shall be accompanied with the official receipt(s) for payment of all stamp duty payable on the Agreement.
- (II) 如買方已從賣方的指定財務機構(『指定財務機構』)獲得印花稅過渡性貸款(詳情請參閱附錄1(b))，則印花稅現金回贈會首先支付予指定財務機構用作償還印花稅過渡性貸款的未償還欠款，餘款(如有)才會用於支付部份樓價餘額。
If the Purchaser has obtained the Stamp Duty Transitional Loan from the Vendor's designated financing company ("designated financing company") (please see Annex 1(b) for details), then the Stamp Duty Cash Rebate will first be paid to the designated financing company for repayment of any amount outstanding under the Stamp Duty Transitional Loan and the balance (if any) will be applied for part payment of the balance of the purchase price.
- (III) 在賣方支付印花稅現金回贈金額後，(如適用)即使實際就正式合約應繳付的相關印花稅金額大於計算印花稅現金回贈所依據的金額，賣方亦無須再向買方支付任何其他或額外印花稅現金回贈。若有爭議，賣方有權決定印花稅現金回贈的金額，有關決定為最終決定並對買方具有約束力。
After the Vendor has paid the amount of the Stamp Duty Cash Rebate, (if applicable) if the amount of the relevant stamp duty actually payable on the Agreement exceeds the amount based on which the Stamp Duty Cash Rebate is calculated, the Vendor is not required to pay any other or additional Stamp Duty Cash Rebate to the Purchaser. In case of dispute, the Vendor has the right to determine the amount of the Stamp Duty Cash Rebate, and such determination shall be final and binding on the Purchaser.
- (IV) 印花稅現金回贈受其他條款及細則約束。
The Stamp Duty Cash Rebate is subject to other terms and conditions.

- 附錄 1(b) 印花稅過渡性貸款(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)
- Annex 1(b) Stamp Duty Transitional Loan (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))

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

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

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

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

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

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

賣方的指定財務機構(『指定財務機構』)提供備用第一按揭貸款(『第一按揭貸款』)之主要條款如下:

The key terms of a Standby First Mortgage Loan (“**First Mortgage Loan**”) offered by the Vendor’s designated financing company (“**designated financing company**”) are as follows:

- (I) 買方必須於正式合約內所註明的完成該物業之買賣交易日前最少60日以書面向指定財務機構申請第一按揭貸款。
The Purchaser shall make a written application to the designated financing company for a First Mortgage Loan not less than 60 days before the date of completion of sale and purchase of the Property specified in the Agreement.
- (II) 指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果,對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。
In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.
- (III) 第一按揭貸款以該住宅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 residential property.
- (IV) 該住宅物業供買方自住。
The residential property shall be self-occupied by the Purchaser.
- (V) 第一按揭貸款年期最長為25年。
The maximum tenor of First Mortgage Loan shall be 25 years.
- (VI) 首24個月之按揭利率為香港上海匯豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減2.85% p.a., 其後之按揭利率為港元最優惠利率加1% p.a., 利率浮動。最終利率以指定財務機構審批結果而定。
Interest rate for the first 24 months shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited (“Hong Kong Dollar Best Lending Rate”) minus 2.85% p.a., thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
- (VII) 買方須以按月分期償還第一按揭貸款。
The Purchaser shall repay the First Mortgage Loan by monthly instalments.
- (VIII) 買方及其擔保人(如有)須提供足夠文件證明其還款能力,包括但不限於在指定財務機構要求下提供信貸報告、收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查。
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. The designated financing company will conduct credit check on the Purchaser and his/her/its guarantor (if any).
- (IX) 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.
- (X) 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.

- (XI) 所有第一按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及雜費。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第一按揭貸款的律師費用及雜費。
All legal documents of First Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the First Mortgage Loan.
- (XII) 買方敬請向指定財務機構查詢有關第一按揭貸款用途及詳情。第一按揭貸款批出與否及其條款，指定財務機構有最終決定權。不論第一按揭貸款獲批與否，賣方不會就有關第一按揭貸款負上任何責任或法律責任，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。買方進一步確認、同意及確定賣方並沒有亦不會參與第一按揭貸款之安排，賣方亦沒有就第一按揭貸款之批核作出或被視作已作出任何陳述或保證。買方不會由於或有關第一按揭貸款的批核及/或不批核而向賣方提出任何申索。
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 Vendor shall not have any obligation or liability whatsoever in relation to the First Mortgage Loan and the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement. The Purchaser further acknowledges, agrees and confirms that the Vendor is not, and will not be, involved in the arrangements of the First Mortgage Loan, and no representation or warranty is given, or shall be deemed to have been given, by the Vendor as to the approval of First Mortgage Loan. The Purchaser shall have no claims whatsoever against the Vendor as a result of or in connection with the approval and/or disapproval of the First Mortgage Loan.
- (XIII) 第一按揭貸款受其他條款及細則約束。
The First Mortgage Loan is subject to other terms and conditions.
- (XIV) 賣方無給予或視之為已給予任何就第一按揭貸款之安排及批核的陳述或保證。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the First Mortgage Loan.

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

賣方的指定財務機構(『指定財務機構』)提供備用第二按揭貸款(『第二按揭貸款』)之主要條款如下:

The key terms of a Standby Second Mortgage Loan (“**Second Mortgage Loan**”) offered by the Vendor’s designated financing company (“**designated financing company**”) are as follows:

- (I) 買方必須於正式合約內所註明的完成該物業之買賣交易日前最少60日以書面向指定財務機構申請第二按揭貸款。
The Purchaser shall make a written application to the designated financing company for a Second Mortgage Loan not less than 60 days before the date of completion of sale and purchase of the Property specified in the Agreement.
- (II) 指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果, 對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。
In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.
- (III) 第二按揭貸款以該住宅物業之法定按揭作抵押。
The Second Mortgage Loan shall be secured by a legal mortgage over the residential property.
- (IV) 該住宅物業供買方自住。
The residential property shall be self-occupied by the Purchaser.
- (V) 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.
- (VI) 首24個月之按揭利率為香港上海匯豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減2.85% p.a., 其後之按揭利率為港元最優惠利率加1% p.a., 利率浮動。最終利率以指定財務機構審批結果而定。
Interest rate for the first 24 months shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited (“Hong Kong Dollar Best Lending Rate”) minus 2.85% p.a., thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
- (VII) 買方須以按月分期償還第二按揭貸款。
The Purchaser shall repay the Second Mortgage Loan by monthly instalments.
- (VIII) 買方及其擔保人(如有)須提供足夠文件證明其還款能力, 包括但不限於在指定財務機構要求下提供信貸報告、收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查。
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. The designated financing company will conduct credit check on the Purchaser and his/her/its guarantor (if any).
- (IX) 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.
- (X) 第一按揭貸款(由第一按揭銀行提供)及第二按揭貸款須由有關承按機構獨立審批。
The first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall be approved by the relevant mortgagees independently.

- (XI) 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.

- (XII) 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.

- (XIII) 買方敬請向指定財務機構查詢有關第二按揭貸款用途及詳情。第二按揭貸款批出與否及其條款，指定財務機構有最終決定權。不論第二按揭貸款獲批與否，賣方不會就有關第二按揭貸款負上任何責任或法律責任，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。買方進一步確認、同意及確定賣方並沒有亦不會參與第二按揭貸款之安排，賣方亦沒有就第二按揭貸款之批核作出或被視作已作出任何陳述或保證。買方不會由於或有關第二按揭貸款的批核及/或不批核而向賣方提出任何申索。

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 Vendor shall not have any obligation or liability whatsoever in relation to the Second Mortgage Loan and the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement. The Purchaser further acknowledges, agrees and confirms that the Vendor is not, and will not be, involved in the arrangements of the Second Mortgage Loan, and 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. The Purchaser shall have no claims whatsoever against the Vendor as a result of or in connection with the approval and/or disapproval of the Second Mortgage Loan.

- (XIV) 此第二按揭貸款受其他條款及細則約束。

This Second Mortgage Loan is subject to other terms and conditions.

- (XV) 賣方無給予或視之為已給予任何就第二按揭貸款之安排及批核的陳述或保證。

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

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

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

附錄 2(c) Regency 120s (只適用於個人名義買方)
Annex 2(c) Regency 120s (applicable only to the Purchaser(s) who is/are individual(s))

買方可向賣方的指定財務機構(『指定財務機構』)申請Regency 120s(『樓價貸款』)，主要條款如下：

The Purchaser can apply to the Vendor’s designated financing company (“designated financing company”) for the Regency 120s (“Payment Financing”). Key terms are as follows:

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

The Purchaser shall make a written application to the designated financing company for the Payment Financing not less than 60 days before the date of completion of sale and purchase of the Property specified in the Agreement.

(II) 樓價貸款必須以該住宅物業之第一法定按揭及一個香港住宅物業(『現有物業』)之第一法定按揭作為抵押。以下為現有物業的基本要求：

The Payment Financing shall be secured by a first legal mortgage over the residential property and a first legal mortgage over a Hong Kong residential property (“Existing Property”). The following are the basic requirements of the Existing Property:

- 現有物業的業主(或其中一位業主)必須為買方(或買方其中一位)或買方的至親(即配偶、父母、子女、兄弟、姊妹、祖父母、外祖父母、孫、孫女、外孫或外孫女)或買方其中一位的至親；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 connected family member (i.e. spouse, parents, children, brothers, sisters, grandparents or grandchildren) of the Purchaser or a connected family member of any one of the Purchasers; and
- 現有物業的業權良好；及
 The title to the Existing Property is good; and
- 現有物業沒有出租；及
 The Existing Property is not leased out; and
- 現有物業沒有銀行按揭以外的其他按揭或產權負擔；及
 The Existing Property is not subject to any mortgage or incumbrance other than bank mortgage; and
- 現有物業不屬於村屋、1980年前發出入伙紙的單幢式住宅物業、有轉讓限制的物業或非屋苑式的離島物業等；及
 The Existing Property is not a village-type house, residential property in a single block with an Occupation Permit issued before 1980, property which is subject to alienation restrictions and non-estate-type property situated on the outlying islands, etc.; and
- 現有物業的價值必須符合以下要求：
 The value of the Existing Property must satisfy the following requirement:

現有物業的按揭情況 The mortgage status of the Existing Property	指定財務機構估算現有物業的價值 The designated financing company’s valuation of the Existing Property
沒有任何按揭 does not have any mortgage	不低於樓價的40%(或總樓價的40%，如購買兩個或以上住宅物業) not less than 40% of the purchase price (or 40% of the total purchase price, if two or above residential properties are purchased).
有銀行按揭 mortgaged to a bank	不低於樓價的60%(或總樓價的60%，如購買兩個或以上住宅物業) not less than 60% of the purchase price (or 60% of the total purchase price, if two or above residential properties are purchased).

儘管符合上述要求，指定財務機構保留權利不接受現有物業作為抵押品。

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

(III) 樓價貸款的最高金額為：

The maximum amount of Payment Financing shall be:

部份 Tranche	樓價貸款的最高金額 The maximum amount of Payment Financing
A 部份：用於繳付樓價餘額 Tranche A: for payment of the balance of the purchase price	<ul style="list-style-type: none"> • 樓價的80%及扣除所有賣方將提供用以支付樓價餘額部份的現金回贈(如有)後的金額(如現有物業的估算價值為樓價40%或以上，但少於樓價50%)；或 80% of the purchase price less all cash rebate(s) (if any) that will be offered by the Vendor for part payment of the balance of purchase price (if the valuation of the Existing Property is 40% of the purchase price or above, but less than 50% of the purchase price); or • 樓價的90%及扣除所有賣方將提供用以支付樓價餘額部份的現金回贈(如有)後的金額(如現有物業的估算價值為樓價50%或以上)， 90% of the purchase price less all cash rebate(s) (if any) that will be offered by the Vendor for part payment of the balance of purchase price (if the valuation of the Existing Property is 50% of the purchase price or above), <p>惟貸款金額不可超過應繳付之樓價餘額。 provided that the loan amount shall not exceed the balance of purchase price payable.</p>
B 部份(如適用)：用於償還現有物業的按揭貸款 Tranche B (if applicable): for repayment of the mortgage loan of the Existing Property	<ul style="list-style-type: none"> • 樓價的10%(如現有物業的估算價值為樓價60%或以上，但少於樓價70%)；或 10% of the purchase price (if the valuation of the Existing Property is 60% of the purchase price or above, but less than 70% of the purchase price) ; or • 樓價的20%(如現有物業的估算價值為樓價70%或以上，但少於樓價80%)；或 20% of the purchase price (if the valuation of the Existing Property is 70% of the purchase price or above, but less than 80% of the purchase price) ; or • 樓價的30%(如現有物業的估算價值為樓價80%或以上)， 30% of the purchase price (if the valuation of the Existing Property is 80% of the purchase price or above), <p>惟貸款金額不可超過現有物業的按揭貸款餘額。 provided that the loan amount shall not exceed the balance of the mortgage loan of the Existing Property.</p>

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

Depending on the different terms of payment of the payment plans, the Purchaser intending to apply for the maximum loan amount may have to early settle the balance of purchase price. The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her/its guarantor (if any).

(IV) 買方須提供指定財務機構所需文件，包括但不限於在指定財務機構要求下提供信貸報告、還款紀錄及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查。

The Purchaser is required to provide necessary documents upon request from the designated financing company, including without limitation, credit report, repayment record and/or banking record. The designated financing company will conduct credit check on the Purchaser and his/her guarantor (if any).

- (V) 該住宅物業供買方自住。
The residential property shall be self-occupied by the Purchaser.
- (VI) 樓價貸款申請須由指定財務機構獨立審批。
The Payment Financing shall be approved by the designated financing company independently.
- (VII) 樓價貸款必須一次過全部提取，並只可首先用於繳付樓價餘額(『貸款 A 部份』)及(如適用)然後用於償還現有物業的按揭貸款(『貸款 B 部份』)。如樓價貸款不足以償清現有物業的按揭貸款，現有物業的業主須自行安排資金以償清現有物業的按揭貸款。
The Payment Financing shall be fully drawn in one lump sum and shall only be applied for firstly payment of the balance of purchase price (“Tranche A”) and (if applicable) secondly repayment of the mortgage loan of the Existing Property (“Tranche B”). If the mortgage loan of the Existing Property cannot fully repaid by the Payment Financing, the registered owner of the Existing Property shall arrange his/her own funds to fully repay the mortgage loan of the Existing Property.
- (VIII) 買方須提供於到期還款資金安排，並提供相關文件證明。
The Purchaser is required to provide the funding arrangement for repayment on maturity and provide the relevant documents.
- (IX) 樓價貸款的年期最長為 2 年。
The maximum tenor of the Payment Financing shall be 2 years.
- (X) 利率為 2.18% p.a.或(如現有物業為新鴻基地產發展有限公司之發展項目) 2.08% p.a.。最終利率以指定財務機構審批結果而定。
Interest rate shall be 2.18% or (if the Existing Property is a development of Sun Hung Kai Properties Limited) 2.08% p.a.. The final interest rate will be subject to approval by the designated financing company.
- (XI) 買方須以以下方式償還樓價貸款：
The Purchaser shall repay the Payment Financing in the following manner:-
- (i) 每月供款相當於樓價 0.5%，先用於支付利息，餘款用於償還樓價貸款的貸款 A 部份；及
monthly instalment amount equivalent to 0.5% of the purchase price shall be paid for interest firstly, and the balance shall be applied for repayment of the Tranche A of the Payment Financing; and
- (ii) 於到期日，全數償還樓價貸款餘款及利息。
fully repay the balance of the Payment Financing and interest on the maturity date.
- (XII) 買方可向指定財務機構申請附錄 3 所述的延續貸款，於樓價貸款到期日用以償還樓價貸款的貸款 A 部份。延續貸款的最高金額為：
The Purchaser may apply to the designated financing company for the Extended Loan as set out in Annex 3 for repayment of the Tranche A of the Payment Financing upon the maturity date of the Payment Financing. The maximum amount of the Extended Loan shall be:

於申請樓價貸款時，現有物業的按揭情況 The mortgage status of the Existing Property at the time of application for the Payment Financing	延續貸款的最高金額 The maximum amount of the Extended Loan
沒有任何按揭 does not have any mortgage	樓價貸款的到期日須償還的樓價貸款的貸款 A 部份的餘款減去樓價的 10%。 the balance of the Tranche A of the Payment Financing repayable on maturity date of the Payment Financing less 10% of the purchase price.

有銀行按揭 mortgaged to a bank	樓價貸款的到期日須償還的樓價貸款的貸款A部份的餘款。 the balance of the Tranche A of the Payment Financing repayable on maturity date of the Payment Financing.
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指定財務機構會因應買方及其擔保人(如有)的信貸評估結果，對貸款金額作出調整。

The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her guarantor (if any).

- (XIII) 所有樓價貸款的法律文件須由賣方代表律師準備，並於賣方代表律師的辦事處簽署。買方無須支付任何申請貸款的手續費或法律費用(惟買方須自行支付為證明其現有物業良好業權之補契費用(如有))。如買方就樓價貸款另行自聘律師作為其代表律師，買方須負責其代表律師有關費用及雜費。如現有物業有按揭，買方須自行聘請律師辦理解除按揭手續並支付相關律師費用及雜費。
All legal documents of the Payment Financing shall be prepared by the Vendor's solicitors and signed at the office of the Vendor's solicitors. The Purchaser will not be charged any handling fee or legal fee for processing the loan application (except that the expenses for obtaining any missing title deeds (if any) in order to prove good title of the Existing Property shall be borne by the Purchaser). If the Purchaser shall instruct his/her own solicitors to act for him/her for the Payment Financing, the Purchaser shall bear his/her own solicitors' relevant costs and disbursements. If the Existing Property is mortgaged, the Purchaser shall instruct his/her own solicitors to handle the release of the mortgage and bear his/her own solicitors' relevant costs and disbursements.
- (XIV) 指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。
In accordance with the result of credit check and assessment of the Purchaser and his/her guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.
- (XV) 買方敬請向指定財務機構查詢有關貸款用途及詳情。貸款批出與否及其條款，指定財務機構有最終決定權。不論貸款獲批與否，賣方不會就有關貸款負上任何責任或法律責任，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。買方進一步確認、同意及確定賣方並沒有亦不會參與貸款之安排，賣方亦沒有就貸款之批核作出或被視作已作出任何陳述或保證。買方不會由於或有關貸款的批核及/或不批核而向賣方提出任何申索。
The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the loan. The approval or disapproval of the loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the loan is granted or not, the Vendor shall not have any obligation or liability whatsoever in relation to the loan and the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement. The Purchaser further acknowledges, agrees and confirms that the Vendor is not, and will not be, involved in the arrangements of the loan, and no representation or warranty is given, or shall be deemed to have been given, by the Vendor as to the approval of the loan. The Purchaser shall have no claims whatsoever against the Vendor as a result of or in connection with the approval and/or disapproval of the loan.
- (XVI) 此貸款受其他條款及細則約束。
This loan is subject to other terms and conditions.
- (XVII) 賣方無給予或視之為已給予任何就樓價貸款之安排及批核的陳述或保證。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the Payment Financing.

附錄 3 Regency 120s 延續貸款(只適用於個人名義買方)

Annex 3 Regency 120s Extended Loan (applicable only to the Purchaser(s) who is/are individual(s))

- (I) 買方必須於附錄 2(c)所述的 Regency 120s(『樓價貸款』)到期日前最少 60 日以書面方式向指定財務機構申請 Regency 120s 延續貸款(『延續貸款』)。
The Purchaser shall make a written application to the designated financing company for the Regency 120s Extended Loan (“**Extended Loan**”) not less than 60 days before the maturity date of the Regency 120s (“**Payment Financing**”) as mentioned in Annex 2(c).
- (II) 延續貸款的最高金額請參閱有關貸款的附錄。
The maximum amount of the Extended Loan shall be as mentioned in the appendix of the relevant loan.
- (III) 延續貸款必須以該住宅物業之第一法定按揭及附錄 2(c)所述的現有物業之第一法定按揭作為抵押。
The Extended Loan shall be secured by a first legal mortgage over the residential property and a first legal mortgage over the Existing Property as mentioned in Annex 2(c).
- (IV) 該住宅物業供買方自住。
The residential property shall be self-occupied by the Purchaser.
- (V) 買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、收入證明及/或銀行紀錄。
The Purchaser and his/her guarantor (if any) shall provide sufficient documents to prove his/her repayment ability, including without limitation the provision of credit report, income proof and/or banking record upon request from the designated financing company.
- (VI) 延續貸款申請須由指定財務機構獨立審批。
The Extended Loan shall be approved by the designated financing company independently.
- (VII) 延續貸款必須一次過全部提取，並只可用於償還樓價貸款餘款。
The Extended Loan shall be fully drawn in one lump sum and shall only be applied for repayment of the balance of the Payment Financing.
- (VIII) 延續貸款年期最長為 20 年。
The maximum tenor of the Extended Loan shall be 20 years.
- (IX) 利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)加1% p.a.，利率浮動。最終利率以指定財務機構審批結果而定。
Interest rate shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited (“**Hong Kong Dollar Best Lending Rate**”) plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
- (X) 買方須以按月分期償還延續貸款。
The Purchaser shall repay the Extended Loan by monthly instalments.
- (XI) 買方須就申請Regency 120s延續貸款支付港幣\$5,000不可退還的申請手續費。
The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Regency 120s Extended Loan.
- (XII) 所有延續貸款的法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及雜費。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關延續貸款的律師費用及雜費。
All legal documents of the Extended Loan shall be handled by the Vendor’s solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her own solicitors to act for him/her, and in such event, the Purchaser shall also bear his/her own solicitors’ costs and disbursements relating to the Extended Loan.
- (XIII) 指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。

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

- (XIV) 買方敬請向指定財務機構查詢有關貸款用途及詳情。貸款批出與否及其條款，指定財務機構有最終決定權。不論貸款獲批與否，賣方不會就有關貸款負上任何責任或法律責任。買方進一步確認、同意及確定賣方並沒有亦不會參與有關貸款之安排，賣方亦沒有就有關貸款之批核作出或被視作已作出任何陳述或保證。買方不會由於或有關貸款的批核及/或不批核而向賣方提出任何申索。

The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the loan. The approval or disapproval of the loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the loan is granted or not, the Vendor shall not have any obligation or liability whatsoever in relation to the loan. The Purchaser further acknowledges, agrees and confirms that the Vendor is not, and will not be, involved in the arrangements of the loan, and no representation or warranty is given, or shall be deemed to have been given, by the Vendor as to the approval of loan. The Purchaser shall have no claims whatsoever against the Vendor as a result of or in connection with the approval and/or disapproval of the loan.

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

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

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

Legal Fees and Disbursements Table
律師收費表

ONE REGENT PLACE (尚豪庭)

孖士打律師行

香港中環遮打道十號
太子大廈十八字樓
(港鐵中環站 K 出口)

電話: 28432211 傳真: 28459121

MAYER BROWN

18th Floor, Prince's Building,
10 Chater Road, Central, Hong Kong.
(MTR Central Station Exit K)

Tel: 28432211 Fax: 28459121

Please make the necessary appointment and call at **MAYER BROWN** of **18th Floor, Prince's Building, No. 10 Chater Road, Central, Hong Kong** to sign the formal Agreement for Sale and Purchase during office hours as soon as possible after the signing of the Provisional Agreement for Sale and Purchase.

請於簽署臨時買賣合約後盡早(敬請預約)駕臨 **香港中環遮打道 10 號太子大廈 18 樓「孖士打律師行」** 簽署正式買賣合約。

Please read carefully the "No Money Laundering" leaflet prepared by the Law Society of Hong Kong, which is available at the Sales Office or can be downloaded from the website : http://www.hklawsoc.org.hk/pub_e/aml/images/Leaflet_Eng.jpg and bring the following to the office of **MAYER BROWN** when signing the formal Agreement for Sale and Purchase:-

務請首先詳閱香港律師公會所發出有關「嚴禁清洗黑錢」之單張，該單張由售樓處派發或可在互聯網下載：http://www.hklawsoc.org.hk/pub_e/aml/images/Leaflet_Chi.jpg，並於預約時間內攜帶以下文件駕臨孖士打律師行及親自簽署正式買賣合約:-

1. The original Preliminary Agreement for Sale and Purchase
正本臨時買賣合約
2. Hong Kong Identity Card(s) OR other identification document (if applicable) and **Original Address Proof** (e.g. utility bill or bank statement within the last 3 months) of the Purchaser(s)
買家香港身份證或其他身份證明文件(如適用)及**住址證明正本**(例如最近三個月之水電費單或銀行月結單)
3. **CASHIER ORDER(S)** in favour of "**MAYER BROWN**" for part payment of purchase price (if applicable).
銀行本票抬頭請寫「**孖士打律師行**」，以支付部份樓價(如適用)
4. Cheque in favour of "**MAYER BROWN**" for payment of Agreement plan fee, miscellaneous charges (details see table below) and advance payment (see "Noted/Remark" below)
支票抬頭請寫「**孖士打律師行**」，以支付有關正式買賣合約圖則費、雜項支出(詳情請參閱收費表)及預繳之費用(請參閱備忘錄)
5. **CASHIER ORDER** in favour of "**MAYER BROWN**" for payment of stamp duty payable under the Agreement for Sale and Purchase
銀行本票 抬頭請寫「**孖士打律師行**」，以支付有關買賣合約的印花稅

If the Purchaser is a limited company, please bring the following documents upon signing of the formal Agreement for Sale and Purchase:

如買家為有限公司，簽署正式買賣合約時，請同時攜帶以下文件：

- | | |
|---|---|
| a. Memorandum and Articles of Association
公司組織及章程 | d. Latest Business Registration Certificate (certified copy)
最近期之商業登記證 (驗證本) |
| b. Certificate of Incorporation (certified copy)
公司註冊證書 (驗證本) | e. Board Minutes for the purchase of the premises
購買有關單位之公司董事會議紀錄 |
| c. Latest register of directors and annual return (certified copy) (Form X/D2/AR1/NNC1/NAR1/ND2A/ND2B)
最近期之董事名冊驗證副本及公司周年申報表 (驗證本)
(表格 X/D2/AR1/NNC1/NAR1/ND2A/ND2B) | f. Company Chop
公司簽署印章 (膠印) |

Important Notice 重要的提醒

Further Deposit / Part Payment of Purchase Price and Balance of Purchase Price shall be paid by CASHIER ORDER drawn in favour of "MAYER BROWN"

加付訂金或繳付部份樓價及樓價餘款須以銀行本票支付，抬頭請寫「孖士打律師行」

If payments are made by direct cash deposit or by a third party, then further due diligence may have to be carried out by us on the source of funds as well as on the third party and this might delay the transaction.

如果直接以現金存款方式付款或由第三者付款，我們或須要對資金來源和第三者作進一步盡職調查，就此可能引致交易延誤。

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

Type of Documents 文件種類	(A) Legal Costs (律師費)	(B) Fees and disbursements payable by Purchaser 買家支出費用																											
Agreement for Sale and Purchase 正式買賣合約	To be paid by Developer in the event that the Purchaser also instructs the Vendor's Solicitors appointed by the Developer to act for him in the purchase [subject to the Developer's terms and subject to Note below] but exclusive of fees & disbursements specified in (B) 如買家委任發展商指定律師為其購買物業之代表律師，由發展商奉送 [須按發展商的條款及按以下備忘錄條件] 但不包括(B)項支出費用	<table border="0"> <tr> <td>(1) Charges for part of certified copy title deeds</td> <td>部份業權契據認證副本費用</td> <td>HK\$1,000.00</td> </tr> <tr> <td>(2) Registration fee, search fee & misc. expenses</td> <td>田土廳登記費，田土廳查冊費及其他雜費</td> <td>HK\$610.00</td> </tr> <tr> <td>(3) Company search fee (corporate purchaser only)</td> <td>公司註冊處查冊費(只適用於公司買家)</td> <td>HK\$200.00</td> </tr> <tr> <td>(4) Plan fee for Agreement (subject to the final confirmation by the architect)</td> <td>買賣合約圖則費 (以則師最後收費為準)</td> <td></td> </tr> <tr> <td></td> <td>Flat per set 單位每套</td> <td>HK\$300.00</td> </tr> <tr> <td></td> <td>House per set 屋每套</td> <td>HK\$300.00</td> </tr> <tr> <td></td> <td>Car Park per set 車位每套</td> <td>HK\$200.00</td> </tr> <tr> <td>(5) Stamp Duty and Buyer's Stamp Duty</td> <td>印花稅及買家印花稅</td> <td>(please see Table 2) (請參閱附表 2)</td> </tr> <tr> <td>(6) Statutory Declaration to Stamp Office (if necessary) :</td> <td>擬備印花稅署之法定聲明(如需要) :</td> <td>\$600.00</td> </tr> </table>	(1) Charges for part of certified copy title deeds	部份業權契據認證副本費用	HK\$1,000.00	(2) Registration fee, search fee & misc. expenses	田土廳登記費，田土廳查冊費及其他雜費	HK\$610.00	(3) Company search fee (corporate purchaser only)	公司註冊處查冊費(只適用於公司買家)	HK\$200.00	(4) Plan fee for Agreement (subject to the final confirmation by the architect)	買賣合約圖則費 (以則師最後收費為準)			Flat per set 單位每套	HK\$300.00		House per set 屋每套	HK\$300.00		Car Park per set 車位每套	HK\$200.00	(5) Stamp Duty and Buyer's Stamp Duty	印花稅及買家印花稅	(please see Table 2) (請參閱附表 2)	(6) Statutory Declaration to Stamp Office (if necessary) :	擬備印花稅署之法定聲明(如需要) :	\$600.00
(1) Charges for part of certified copy title deeds	部份業權契據認證副本費用	HK\$1,000.00																											
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(3) Company search fee (corporate purchaser only)	公司註冊處查冊費(只適用於公司買家)	HK\$200.00																											
(4) Plan fee for Agreement (subject to the final confirmation by the architect)	買賣合約圖則費 (以則師最後收費為準)																												
	Flat per set 單位每套	HK\$300.00																											
	House per set 屋每套	HK\$300.00																											
	Car Park per set 車位每套	HK\$200.00																											
(5) Stamp Duty and Buyer's Stamp Duty	印花稅及買家印花稅	(please see Table 2) (請參閱附表 2)																											
(6) Statutory Declaration to Stamp Office (if necessary) :	擬備印花稅署之法定聲明(如需要) :	\$600.00																											
Assignment 轉讓契約	To be paid by Developer in the event that the Purchaser also instructs the Vendor's Solicitors appointed by the	(1) Charges for remaining certified copy title deeds (subject to adjustment) 剩餘業權契據認證副本費用(按實際情況調整) approximately: 約: HK\$1,100.00																											

Type of Documents 文件種類	(A) Legal Costs (律師費)	(B) Fees and disbursements payable by Purchaser 買家支出費用												
	<p>Developer to act for him in the purchase [subject to the Developer's terms and subject to Note below] but exclusive of fees & disbursements specified in (B)</p> <p>如買家委任發展商指定律師為其購買物業之代表律師，由發展商奉送 [須按發展商的條款及按以下備忘錄條件] 但不包括(B)項支出費用</p>	<p>(2) Certified copy of Deed of Mutual Covenant with Plan (if any) 大廈公契連附圖(如需要)認證副本費用 approximately 約: HK\$572</p> <p>(3) Registration fee, search fee & misc. expenses 田土廳登記費，田土廳查冊費及其他雜費 HK\$850.00</p> <p>(4) Company search fee (corporate purchaser only) 公司註冊處查冊費(只適用於公司買家) HK\$200.00</p> <p>(5) Plan fee for Assignment (subject to the final confirmation by the architect) 轉讓契約圖則費 (以則師最後收費為準)</p> <table border="0" data-bbox="783 611 1453 689"> <tr> <td>Flat</td> <td>per set</td> <td>單位每套</td> <td>HK\$1,200.00</td> </tr> <tr> <td>House</td> <td>per set</td> <td>屋每套</td> <td>HK\$1,200.00</td> </tr> <tr> <td>Car Park</td> <td>per set</td> <td>車位每套</td> <td>HK\$1,000.00</td> </tr> </table> <p>(6) Stamp Duty (subject to confirmation by government) 轉讓契約厘印費 (以政府之最後收費為準) HK\$100.00</p> <p>(7) Levy payable to Property Management Services Authority 向物業管理業監管局繳付的徵款 HK\$350.00</p> <p>(8) Board Resolution (corporate purchaser only) 公司會議記錄 (只適用於公司買家) HK\$500.00</p>	Flat	per set	單位每套	HK\$1,200.00	House	per set	屋每套	HK\$1,200.00	Car Park	per set	車位每套	HK\$1,000.00
Flat	per set	單位每套	HK\$1,200.00											
House	per set	屋每套	HK\$1,200.00											
Car Park	per set	車位每套	HK\$1,000.00											
Mortgage/ Legal Charge 按揭契	<p>[see Note (c) 備忘錄 (c)]</p> <p>(1) Loan amount at or less than HK\$5,000,000.00 Legal Cost: HK\$5,000.00 貸款額在伍佰萬元或以下 律師費: HK\$5,000.00</p> <p>(2) Loan amount more than HK\$5,000,000.00 but at or less than HK\$8,000,000.00 Legal Cost: HK\$7,500.00 貸款額超過伍佰萬元但在捌佰萬元或以下 律師費: HK\$7,500.00</p>	<p>(1) #Registration fee #田土廳登記費(HK\$450.00</p> <p>(2) Bankruptcy/Winding-up search fee 破產/清盤查冊費 (每人/每間公司) HK\$103.00 each</p> <p>(3) Land search fee & misc. expenses 田土廳查冊費及其他雜費 HK\$400.00</p> <p>(4) Company search fee (corporate purchaser only) 公司註冊處查冊費(只適用於公司買家) (每間公司) HK\$200.00</p> <p>(5) Filing fee (each) (for corporate purchaser only) 公司註冊處存檔費(每份) (只限於有限公司) HK\$340.00</p> <p>(6) Board Resolution (for corporate purchaser only) 公司會議記錄 (只限於有限公司) HK\$500.00</p> <p>(7) Particulars of Charge (for corporate purchaser only) 公司註冊處按揭或押記詳情表 (只限於有限公司) HK\$1,500.00</p>												

Type of Documents 文件種類	(A) Legal Costs (律師費)	(B) Fees and disbursements payable by Purchaser 買家支出費用	
	<p>(3) Loan amount more than HK\$8,000,000.00 but at or less than HK\$10,000,000.00</p> <p>Legal Cost: HK\$9,000.00</p> <p>貸款額超過捌佰萬元但在一仟萬元或以下 律師費: HK\$9,000.00</p> <p>(4) Loan amount more than HK\$10,000,000.00</p> <p>Legal Cost : 0.1% of loan amount</p> <p>貸款額超過一仟萬元或以上 律師費: 貸款額之 0.1%</p> <p>(The above costs for Mortgage/Legal Charge to be borne by the Purchaser) (上述按揭之律師費由買家支付)</p>		
<p>(b) 2nd Legal Mortgage Only 第二現樓按揭契</p>	<p>HK\$3,000 if the 1st Mortgage is/are also prepared by our firm; otherwise HK\$5,000.00 will be charged in respect of the 2nd Legal Mortgage</p> <p>HK\$3,000.00 如第一現樓按揭契均由本行辦理;否則第二現樓按揭契收費為HK\$5,000.00</p> <p>(The above costs for 2nd Mortgage/Legal Charge to be borne by the Purchaser) (上述第二現樓按揭之律師費由買家支付)</p>	<p>(1) Land search fee & misc. expenses 田土廳查冊費及其他雜費</p> <p>(2) Adjudication fee 釐印裁定費</p> <p>(3) Registration fee 田土廳登記費</p> <p>(4) Bankruptcy/Winding-up search fee 破產/清盤查冊費 (每人/每間公司)</p> <p>(5) Company search fee (corporate purchaser only) 公司註冊處查冊費(只適用於公司買家)(每間公司)</p> <p>(6) Filing fee (each) (for corporate purchaser only) 公司註冊處存檔費(每份)(只限於有限公司)</p> <p>(7) Board Resolution (for corporate purchaser only) 公司會議記錄 (只限於有限公司)</p> <p>(8) Particulars of Charge (for corporate purchaser only) 公司註冊處按揭或押記詳情表 (只限於有限公司)</p>	<p>HK\$400.00</p> <p>HK\$50.00</p> <p>HK\$450.00</p> <p>HK\$103.00 each *</p> <p>HK\$200.00</p> <p>HK\$340.00</p> <p>HK\$500.00</p> <p>HK\$1,500.00</p>

Remark : 附註: If the bank and/or the 2nd mortgagee requires the purchaser to provide guarantor(s) or borrower(s) for obtaining a mortgage and/or second mortgage, the purchaser may, depending on the actual requirements of the lender be required to execute additional documents and to pay the following costs :
若銀行及/或二按公司要求買家提供擔保人或借款人以獲得按揭批核,買家可能按貸款人要求簽署額外文件,並支付下列費用:

Legal Costs 律師費

1. Guarantee (each) (if prepared by us)
銀行擔保書(每份) (如貸款人要求本行代為擬備)

HK\$2,500.00 for each Guarantee

- | | | |
|----|---|--|
| 2. | Warning Notice and Confirmation Letter (if necessary) relating to Guarantee
(擬備有關銀行擔保書的忠告及確認書(如需要的話)) | HK\$1,500.00 for each Warning Notice and Confirmation Letter |
| 3. | Warning Notice and Confirmation Letter (if necessary) in case of Three Party Mortgage
(若按揭為三方按揭，擬備忠告及確認書(如需要的話)) | HK\$1,500.00 for each Warning Notice and Confirmation Letter |

Note :
備忘錄 :

- a. The Purchaser shall pay an advance payment of HK\$2,300.00 upon signing of the formal Agreement for Sale and Purchase. If the Purchaser shall instructs his own Solicitors in completing the Assignment after signing of the formal Agreement for Sale and Purchase, the said sum will be treated as payment of our costs of preparing the formal Agreement for Sale and Purchase.**
買方在簽署正式買賣合約時須先向本行預繳 HK\$2,300.00 以作繳付日後律師費/雜費之用。若買方在簽署正式買賣合約後，另行聘請自己的代表律師處理樓契，該預繳費用將用作支付本行已完成正式買賣合約的律師費。
- b. With immediate effect, deferred payment of stamp duty will not be applicable to a chargeable agreement for sale of residential property.**
由即時起，所有住宅物業之買賣協議，不可申請延期繳納印花稅。
- c. Mayer Brown will only act for the mortgagee including bank (but not the Purchaser, the borrower or the guarantor) in the preparation of the Mortgage and the Guarantee.**
孖士打律師行將會只代表包括銀行之按揭承按人(唯並不代表買方，借款人或擔保人)處理按揭契及擔保書。

For other charges, please refer to Table 1 (其他收費請參閱附表 1)

Table 1 (附表 1) :-

(1)	Nomination (加名契) – (preparation or approval)	HK\$2,500.00 each (excluding disbursements)
(2)	Supplemental Agreement (補充合約)	HK\$2,500.00 each (excluding disbursements)
(3)	Power of Attorney (授權書)	HK\$2,500.00 each (excluding disbursements)
(4)	For foreign corporate purchasers :- (i) Obtaining foreign lawyers' opinion (ii) Obtaining up-to-date confirmation or opinion (Remark : Charges and out-of-pocket expenses payable to foreign lawyers <u>NOT</u> included) (適用於海外公司買家)另加安排海外律師法律意見之費用 (註：須支付海外律師之律師費、其他收費及支出費用等並不包括在內)	HK\$6,500.00 (excluding disbursements) HK\$1,500.00 (excluding disbursements)
(5)	Mortgage costs as quoted above are applicable only for preparation of one single simple security deed (2-Party Mortgage / Legal Charge / 2 nd Legal Mortgage) for financing the purchase. Preparation of additional security documents e.g. Rental Assignment, Share Mortgage, Sub-Ordination Agreement, Loan Agreement will be charged on time costs basis. Quotation of costs will be supplied upon request. 上述有關按揭之律師費用只適用於準備一份以物業為抵押之簡單按揭文件。若需準備其他抵押文件(包括租金轉讓文件、股票按揭/押記、從屬協議、貸款轉讓文件及貸款協議書等)，收費將會按所需時間計算。有關費用之報價可應要求另外提供。	

Table 2 (附表 2) :-

Stamp Duty (印花稅)

Special Stamp Duty 「額外印花稅」

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

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

Buyer’s Stamp Duty 「買家印花稅」

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

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

Ad valorem stamp duty 「從價印花稅」

Pursuant to the Stamp Duty (Amendment) (No.2) Ordinance 2014 gazetted on 25 July 2014 (“Amendment (No.2) Ordinance 2014”), the applicable stamp duty law has been amended to the effect that (i) any agreement for the acquisition of any residential property or non-residential property executed **on or after 23 February 2013**, either by an individual or a company, will be charged ad valorem stamp duty (“AVD”) at higher rates (Scale 1) and (ii) the charging of AVD on non-residential property transactions shall be advanced from the conveyance on sale to the agreement for sale. Claims for charging AVD at lower rates (Scale 2) for residential properties may be made pursuant to the Amendment (No.2) Ordinance 2014 (e.g. Hong Kong Permanent Resident purchaser who does not own any residential property in Hong Kong).

根據於 2014 年 7 月 25 日刊憲的《2014 年印花稅(修訂)(第 2 號)條例》，任何以個人或公司名義，在 **2013 年 2 月 23 日或以後** 就取得住宅物業或非住宅物業所簽立的買賣協議，均須以較高稅率(第一標準)繳納「從價印花稅」，並且推前向非住宅物業交易徵收「從價印花稅」，由向售賣轉易契徵收改為向買賣協議徵收。買家可根據 2014 年印花稅(修訂)(第 2 號)條例申請以較低稅率(第二標準)繳納向住宅物業徵收之「從價印花稅」(例如：買家是香港永久性居民而且在香港沒有擁有任何其他住宅物業)。

Pursuant to the Stamp Duty (Amendment) Ordinance 2018 gazetted on 19 January 2018, 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 new AVD rate (calculated at Part 1 of Scale 1, i.e. a flat rate at 15% of the consideration or value of the residential property, whichever is the higher).

根據於 2018 年 1 月 19 日刊憲的《2018 年印花稅(修訂)條例》，任何在 2016 年 11 月 5 日或以後簽立以買賣或轉讓住宅物業的文書，除獲豁免或另有規定外，均須按新的「從價印花稅」稅率(按第 1 標準第 1 部計算)繳付「從價印花稅」，稅率劃一為物業的售價或價值(以較高者為準)的 15%。

According to the Stamp Duty (Amendment) (No. 2) Ordinance 2018, unless specifically exempted or otherwise provided in the law, acquisition of more than one residential property under a single instrument executed on or after 12 April 2017 will be subject to the Flat Rate AVD, even if the purchaser is a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition.

根據 2018 年印花稅(修訂)(第 2 號)條例，除獲特定豁免或另有法律規定外，於 2017 年 4 月 12 日或之後簽立以買賣或轉讓住宅物業的文書，即使買方是代表自己行事，且在香港沒有擁有任何其他住宅物業的香港永久性居民，若以一份文書取得多於一個住宅物業，均須繳納劃一從價印花稅。

Please consult your solicitors regarding details of the payment of SSD, BSD and AVD.

有關支付「額外印花稅」、「買家印花稅」及「從價印花稅」之詳情，請向閣下律師查詢。

Calculation of Buyer's Stamp Duty

買家印花稅計算方法如下

15% of the consideration
樓價的 15%

Calculation of Ad Valorem Stamp Duty at lower rates (Scale 2)

從價印花稅(按較低稅率)計算方法如下

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

Calculation of Ad Valorem Stamp Duty at flat rate (Part 1 of Scale 1)

從價印花稅(按較高稅率)計算方法如下

15% of the consideration

樓價的 15%

“Keep Money Laundering Away from Hong Kong” Leaflet
嚴禁清洗黑錢宣傳單張

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。該些新措施已生效。

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

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

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

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

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

常見問題

香港律師為何要求律師向客戶索取有關身份證明及核實資料?

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

除身份證明文件外，律師還會進一步索取其他資料嗎?

律師將根據交易性質進行查證工作。例如辦理樓宇買賣時，律師可能提出以下問題：

- 交易目的為何?

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

如果是較複雜或金額不尋常的交易，客戶可能需要提供進一步資料。

何謂「可疑交易」?

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

- 身份不明
- 不尋常的指示
- 不尋常的結算要求

我可否拒絕提供資料?

假如客戶未能提供所需資料，律師可能會拒絕或停止為該客戶服務。

律師將如何處理我所提供的資料? 資料會否保密? 會否傳交第三者?

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 HKSAR

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

No Money Laundering
嚴禁清洗黑錢

Keep Money Laundering Away from Hong Kong

Lawyers and Public to Play Key Roles

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

For Individuals

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

For Corporations

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

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

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

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

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

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

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

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

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

Frequently Asked Questions

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

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

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

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

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

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

What is meant by suspicious transaction?

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

- A secretive entity
- Unusual instructions
- Unusual settlement requests

What if I do not want to disclose my information?

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

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

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

- A secretive entity
- Unusual instructions
- Unusual settlement requests

[附件 9：嚴禁清洗黑錢宣傳單張完]

[End of Annex 9: “Keep Money Laundering Away from Hong Kong” Leaflet]

[附件完]

[End of Annex]