

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY BY WAY OF PUBLIC TENDER

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

**Penthouse B, 35th Floor Penthouse Floor, Tower 2 and
Car Parking Space No. R18 on Basement 2 Floor,
LIME GALA,
393 Shau Kei Wan Road, Hong Kong**

**Tender commences at 11:00 a.m. on 4 November 2019
and closes at 5:00 p.m. on 4 November 2019
(unless previously withdrawn or sold)**

Tenders must be submitted during office hours (Mondays to Sundays between 11:00 a.m. and 5:00 p.m.) from 11:00 a.m. on 4 November 2019 and at or before 5:00 p.m. on 4 November 2019 to the Tender Box labelled “**Public Tender For LIME GALA**” placed at **43/F, Sun Hung Kai Centre, 30 Harbour Road, Wan Chai, Hong Kong** in a plain envelope and clearly marked “**Tender of Penthouse B, 35th Floor Penthouse Floor, Tower 2 and Car Parking Space No. R18 on Basement 2 Floor, LIME GALA**”.

Vendor: **Wealth Power International Enterprise Limited**
45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong

Vendor's solicitors: **Vincent T.K. Cheung, Yap & Co.**
11/F, Central Building, 1-3 Pedder Street, Central, Hong Kong
(Tel: 2523 5022 / 2524 8011)

Vendor's agent: **Sun Hung Kai Real Estate Agency Limited**
45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong
Enquiry Hotline: 3113 5678

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：

香港筲箕灣道 393 號形薈第 2 座 35 樓頂層 Penthouse B 及地庫 2 層停車位 R18 號

招標開始日期及時間為 2019 年 11 月 4 日上午 11 時正
而招標截止日期及時間為 2019 年 11 月 4 日下午 5 時正
(但若在招標截止時限之前物業已被撤回或出售則除外)

從 2019 年 11 月 4 日上午 11 時正起至 2019 年 11 月 4 日下午 5 時正止的辦公時間(星期一至日由上午 11 時正至下午 5 時正)，投標書須放入普通信封內，信封面上清楚註明「香港筲箕灣道 393 號形薈第 2 座 35 樓頂層 Penthouse B 及地庫 2 層停車位 R18 號招標」，放入位於香港灣仔港灣道 30 號新鴻基中心 43 樓擺放的標示為「形薈公開招標」的投標箱內。

賣方：
寶威國際企業有限公司
香港港灣道 30 號新鴻基中心 45 樓

賣方律師：
張葉司徒陳律師事務所
香港中環畢打街 1-3 號中建大廈 11 樓
(電話：2523 5022 / 2524 8011)

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：3113 5678

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PART 1: TENDER NOTICE

1. Definitions

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

“Acceptance Period”	means the period between the commencement date of submission of tender and the date which is the tenth working day after the closing of tender (both dates inclusive).
“Agreement”	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 4 of the Conditions of Sale.
“Conditions of Sale”	means the Conditions of Sale set out in Part 2 of this Tender Document.
“Letter of Acceptance”	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice.
“Offer Form”	means the Offer Form set out in Part 3 of this Tender Document.
“Property”	means Penthouse B, 35 th Floor Penthouse Floor, Tower 2 and Car Parking Space No. R18 on Basement 2 Floor, Lime Gala, 393 Shau Kei Wan Road, 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 Wealth Power International Enterprise Limited.
“Vendor’s solicitors”	means Vincent T.K. Cheung, Yap & Co.

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 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 **43/F, Sun Hung Kai Centre, 30 Harbour Road, Wan Chai, Hong Kong**. The Vendor is not obliged to separately notify the Tenderers of such adjustment.
- 2.6 Tenderers should note the Vendor's solicitors do not act for any Tenderer in the process of this tender.
- 2.7 A tender must be:-
- (a) made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) duly completed and signed. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form;**
 - (b) accompanied with the following documents:-
 - (i) Cashier order(s)
One or more cashier order(s) in the aggregate amount of 5% of the purchase price and made payable to “**WOO KWAN LEE & LO**” issued by a bank duly licensed under section 16 of the Banking Ordinance.
 - (ii) Tenderer's identification document

If the Tenderer is/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, copies of the latest register of directors and annual return of the Tenderer and copies of the HKID Card/Passport of each director.
 - (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) Personal Information Collection Statement
 - (3) Acknowledgement Letter Regarding Operation of Gondola
 - (4) Acknowledgement Letter Regarding Location of Air-Conditioner Outdoor Unit(s) and Air-Conditioner Outdoor Unit Location Plan
 - (5) Acknowledgement Letter Regarding Charges for Certified Copy Title Deeds

- and Documents of the Property
- (6) Vendor's Information Form
- (7) Acknowledgement Letter Regarding Viewing of Property
- (8) Acknowledgement Letter Regarding The Availability of Property for Viewing by Potential Purchasers of Other Properties of Lime Gala
- (9) Acknowledgement Letter Regarding Physical State of Car Parking Space(s)
- (10) SHKP Club Application Form

Please do NOT date any of the documents mentioned in this sub-paragraph (iv).

- (c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope **“Tender of Penthouse B, 35th Floor Penthouse Floor, Tower 2 and Car Parking Space No. R18 on Basement 2 Floor, Lime Gala”**; and
- (d) placed in the Tender Box labelled **“Public Tender For LIME GALA”** placed at 43/F, Sun Hung Kai Centre, 30 Harbour Road, Wan Chai, Hong Kong during office hours (Mondays to Sundays between 11:00 a.m. and 5:00 p.m.) from the commencement date and time of submission of tender and at or before the closing date and time of submission of tender set out below:

Commencement date and time of the tender:

11:00 a.m. on 4 November 2019.

Closing date and time of the tender:

5:00 p.m. on 4 November 2019.

In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced or is still in effect after 12:00 p.m. on the closing date of the tender, the closing date and time of the tender will be extended to 5:00 p.m. on the next day and in respect of which no black rainstorm warning signal or typhoon signal no.8 or above is announced.

- 2.8 All cashier order(s) forwarded by the Tenderer will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier order(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 Hong Kong correspondence address specified in the Offer Form.
- 2.9
 - (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal. The Vendor does NOT accept any person to act as an agent, attorney, nominee, representative, trustee of the Tenderer, save and except as permitted under clause 17 of the Conditions of Sale.
 - (b) If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.
 - (c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of letter regarding the acceptance of tender and return of cashier order(s).
- 2.10
 - (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and

shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Notice, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.

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

3. Acceptance of Tender

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Property.
- 3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the “**Letter of Acceptance**”) personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.
- 3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor’s solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for inspection from 1 November 2019 to 4 November 2019 during office hours (i.e. from 1:00 p.m. to 4:00 p.m. on Mondays to Sundays) at 43/F, Sun Hung Kai Centre, 30 Harbour Road, Wan Chai, Hong Kong. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments.

4. Miscellaneous

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property. All enquiries should be directed to the Vendor’s agent, Sun Hung Kai Real Estate Agency Limited, of 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Enquiry Hotline: 3113 5678).
- 4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor’s agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.
- 4.3 The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Document. Tenders submitted which contain alterations and/or additions of any kind to, the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.
- 4.4 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

[End of Part 1: Tender Notice]

第 1 部份：招標公告

1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「承約期間」	指由遞交投標書的首日至招標截止日期後的第 10 個工作日(包括首尾兩日)的期間。
「正式合約」	指賣方與買方根據出售條款第 4 條擬簽訂的該物業的正式買賣合約。
「出售條款」	指載於本招標文件第 2 部份的出售條款。
「接納書」	指賣方根據招標公告第 3.2 段關於接納投標者的投標書的書面通知。
「要約表格」	指載於本招標文件第 3 部份的要約表格。
「該物業」	指香港筲箕灣道 393 號形薈第 2 座 35 樓頂層 Penthouse B 及地庫 2 層停車位 R18 號。
「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」	指載於本招標文件第 1 部份的招標公告。
「投標者」	指要約表格中訂明為投標者的人士。
「賣方」	指寶威國際企業有限公司。
「賣方律師」	指張葉司徒陳律師事務所。

2. 招標程序

- 2.1 賣方現按照載於招標文件的條款及細則招標承投購該物業。
- 2.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.3 賣方保留權利在招標截止日期及時間之前的任何時間接受任何已遞交之投標書。
- 2.4 賣方保留權利在接受任何投標書之前的任何時間撤回該物業不予出售，或將該物業或其任何部份以任何方法(包括但不限於私人協約、投標及拍賣)售予任何人。
- 2.5 賣方保留權利更改招標截止日期及時間。任何更改招標截止日期及時間的通知會張貼於

香港灣仔港灣道 30 號新鴻基中心 43 樓。賣方無須就更改招標截止日期及時間另行通知投標者。

2.6 投標者須注意賣方律師在本招標過程中不代表任何投標者。

2.7 投標書必須：

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

(b) 連同以下文件：

(i) 銀行本票

一張或多張銀行本票，總金額為樓價的 5%，抬頭寫「胡關李羅律師行」，銀行本票須由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發。

(ii) 投標者的身份證明文件

如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。

如投標者為公司，投標者的公司註冊證明書及商業登記證的複印本、投標者最近期的董事登記冊及周年申報表的複印本以及每名董事的香港身份證／護照的複印本。

(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) 個人資料收集聲明
- (3) 關於吊船操作的確認信
- (4) 關於空調機戶外機位置的確認書及空調機戶外機位置圖
- (5) 關於物業的業權契據認證副本費用確認書
- (6) 賣方資料表格
- (7) 關於參觀物業的確認書
- (8) 關於繼續開放物業予形薈其他物業之準買家的確認書
- (9) 有關停車位狀況之確認函
- (10) 新地會會藉申請表格

請不要於本第(iv)分段所述的任何文件內填上日期。

(c) 放入普通信封內，信封面上寫明賣方收啓，並清楚註明「**形薈第 2 座 35 樓頂層 Penthouse B 及地庫 2 層停車位 R18 號招標**」；及

(d) 從下述招標開始日期及時間起至招標截止日期及時間止的辦公時間(即星期一至日由下午 11 時正至下午 5 時正)放入位於香港灣仔港灣道 30 號新鴻基中心 43 樓

擺放的標示為「**形薈公開招標**」的投標箱內：

招標開始日期及時間：

2019 年 11 月 4 日上午 11 時正

招標截止日期及時間：

2019 年 11 月 4 日下午 5 時正

若在招標截止日期下午 12 時正後發出黑色暴雨警告或八號或以上颱風信號或該警告或信號仍然生效，截標日期及時間將延至下一日的下午 5 時正(而當天亦沒有黑色暴雨警告或八號或以上颱風信號發出)。

- 2.8 在賣方對收到的投標書作出決定前，所有銀行本票均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票將視作臨時訂金，以支付樓價的部份款項。所有其他銀行本票將於承約期間屆滿後起計 14 天內，按要約表格中指明的香港通訊地址以專人送達、或通過郵遞方式退還予落選投標者。
- 2.9 (a) 投標者須親身簽署要約表格及其他文件(如投標者為公司，須由其董事簽署)，並視作為主事人。除出售條款第 17 條另有批准外，賣方不接受任何人以代理人、獲授權人、被提名人、代表、信託人身份代表投標者行事。
- (b) 投標者如為公司，須於要約表格中清楚註明(除其他資料外)其聯絡人姓名、電話及傳真號碼。
- (c) 要約表格中指明的香港通訊地址將會是收取接受投標書信函及退回銀行本票的地址。
- 2.10 (a) 作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間隨時接納投標。投標書根據載於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時或之前獲書面通知(「**接納書**」)其投標書已被接納，接納書會按要約表格指明的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。接納書在投郵後的第 2 個工作日視為已經正式收到。
- 3.3 在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式的正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於 2019 年 11 月 1 日至 2019 年 11 月 4 日的辦公時間(即星期一至日由下午 1 時正至下午 4 時正)在香港灣仔港灣道 30 號新鴻基中心 43 樓審閱。為免疑問，買方被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。

4. 其他事項

- 4.1 投標者宜注意，賣方只會回答關於該物業的一般問題，而不會就本招標文件或關於該物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方的代理人新鴻基地產代理有限公司，地址為香港港灣道 30 號新鴻基中心 45 樓(查詢熱線: 3113 5678)。
- 4.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作為或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。
- 4.3 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件任何種類的改動及／或增加，該投標書將被視為不符合規定的投標書。
- 4.4 如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

[第 1 部份：招標公告完]

PART 2: CONDITIONS OF SALE

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

“Development” means LIME GALA.

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

2. The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price and on the terms and conditions contained in this Preliminary Agreement.
3. The sale and purchase shall be completed at the office of the Vendor’s Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) on the completion date.
4. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-
 - (a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance;
 - (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.
5. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
6. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
7. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholders.
8. The Purchaser shall attend the office of the Vendor’s solicitors together with the Tender Document and the Letter of Acceptance within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor’s solicitors without amendment; (ii) to pay the sum as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement as set out in clause 19.
9. If the Purchaser fails to sign the Agreement within 5 working days after the date of the Letter of Acceptance:-
 - (a) this Preliminary Agreement is terminated;
 - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and

- (c) the Vendor does not have any further claim against the Purchaser for the failure.
10. The Purchaser will have to agree with the Vendor in the Agreement to the effect that:-
- (a) the Vendor is entitled to keep the preliminary deposit paid by the Purchaser if the Agreement is later cancelled in any way whatever, and
- (b) other than entering into a mortgage or charge, the Purchaser shall not nominate any person to take up the Assignment of the Property, sub-sell the Property or transfer the benefit of the Agreement of the Property in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
11. The measurements of the Property are set out in the attached Schedule 1.
12. The sale and purchase of the Property includes the fittings, finishes and appliances as set out in the attached Schedule 2.
13. 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.
14. The Purchaser acknowledges receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 15 and fully understands its contents.
15. For the purposes of clause 14, the following is the "Warning to Purchasers"—
- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
- (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
- (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
- (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。

- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
16. This Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.
17. No attorney, trustee or nominee of any kind by the Purchaser can be accepted by the Vendor for the purpose of signing the Agreement except for a named attorney (without any right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser.
18. If the Purchaser shall also instruct the Vendor's solicitors to act for him in respect of the purchase of the Property, the Vendor shall bear such solicitors' legal fees in respect of the Agreement and the subsequent Assignment in favour of the Purchaser. If the Purchaser chooses to instruct his own solicitors to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment. All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment to the Purchaser shall be borne and paid by the Purchaser.
19. All stamp duty (including without limitation any ad valorem stamp duty, special stamp duty, buyer's stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.
20. All plan fees, the costs of certified copies of the relevant title deeds including plan fees for such certified copies, search fees, registration fees and other disbursements shall be borne by the Purchaser. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any mortgage of the Property.
21. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.
22. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
23. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
24. Time shall in every respect be of the essence of this Preliminary Agreement.
25. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.

- (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
- (c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
 - (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and
 - (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.

26. In this Preliminary Agreement:-

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

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

本物業的量度尺寸如下—

The measurements of the Property are as follows—

Property 物業: Penthouse B, 35th Floor Penthouse Floor, Tower 2 and Car Parking Space No. R18 on Basement 2 Floor, Lime Gala, 393 Shau Kei Wan Road, Hong Kong
香港筲箕灣道 393 號形薈第 2 座 35 樓頂層 Penthouse B 及地庫 2 層停車位 R18 號

(a) 本物業的實用面積為 the saleable area of the Property is	81.175	平方米/ square metres/	874	平方呎，其中— square feet of which—
	2.225	平方米/ square metres/	24	平方呎為露台的樓面面積； square feet is the floor area of the balcony;
	xxx	平方米/ square metres/	xxx	平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform;
	xxx	平方米/ square metres/	xxx	平方呎為陽台的樓面面積； square feet is the floor area of the verandah; and
(b) 其他量度尺寸為— other measurements are—				
*空調機房的面積為 the area of the air-conditioning plant room is	xxx	平方米/ square metres/	xxx	平方呎； square feet;
*窗台的面積為 the area of the bay window is	xxx	平方米/ square metres/	xxx	平方呎； square feet;
*閣樓的面積為 the area of the cockloft is	xxx	平方米/ square metres/	xxx	平方呎； square feet;
*平台的面積為 the area of the flat roof is	xxx	平方米/ square metres/	xxx	平方呎； square feet;
*花園的面積為 the area of the garden is	xxx	平方米/ square metres/	xxx	平方呎； square feet;
*停車位的面積為 the area of the parking space is	12.500	平方米/ square metres/	135	平方呎； square feet;
*天台的面積為 the area of the roof is	59.530	平方米/ square metres/	641	平方呎； square feet;
*梯屋的面積為 the area of the stairhood is	xxx	平方米/ square metres/	xxx	平方呎； square feet;
*前庭的面積為 the area of the terrace is	xxx	平方米/ square metres/	xxx	平方呎； square feet;
*庭院的面積為 the area of the yard is	xxx	平方米/ square metres/	xxx	平方呎。 square feet.

*將不適用者刪去 Delete as appropriate

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

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

Applicable to 適用於	Penthouse B, 35 th Floor Penthouse Floor, Tower 2, Lime Gala, 393 Shau Kei Wan Road, Hong Kong 香港筲箕灣道 393 號形薈第 2 座 35 樓頂層 Penthouse B
A. Internal Wall 內牆	- Plaster in emulsion paint where exposed. 外露牆身批盪後髹上乳膠漆。
B. Flooring 地板	- Engineered timber flooring for living / dining room and bedroom(s). 客/飯廳及睡房鋪砌複合木地板。
C. Door 門	- Solid core timber doors or glass doors, with ironmongery. 實心木門或玻璃門，配小五金。
D. Bathroom 浴室	- Sanitary fitments are provided. Tiles and natural stones on exposed wall surfaces. Tiles and natural stones on exposed floor surfaces. Gypsum board false ceiling with emulsion paint and aluminium false ceiling for ceiling. 提供潔具。牆身外露位置鋪砌瓷磚及天然石材。地台外露位置鋪砌瓷磚及天然石材。裝有石膏板假天花髹乳膠漆及鋁片天花。
E. Kitchen 廚房	- Plastic laminate, feature glass and natural stone for exposed wall surfaces. Natural stone on exposed floor surfaces. Gypsum board false ceiling with emulsion paint and aluminium ceiling for ceiling. Countertop finished with solid surfacing material. 牆身外露位置鋪砌夾膠板、玻璃飾面及天然石材。地台外露位置鋪砌天然石材。裝有石膏板假天花髹乳膠漆及鋁片假天花。灶台面為實體面板。
F. Other Provisions 其他裝備	- i) Gas hob, barbecue grill, steam combination oven, microwave oven, oven, cooker hood, warming drawer, washer-dryer, fridge freezer and wine cellar; 煤氣爐、燒烤爐、蒸焗爐、微波爐、焗爐、抽油煙機、暖碟機、洗衣乾衣機、雪櫃連冰箱及酒櫃； - ii) Water heater, exhaust fan and dehumidifier; 裝設熱水爐、抽氣扇及抽濕機； - iii) Air-conditioner for living / dining room and bedroom(s). 客/飯廳及睡房裝設空調機。

[End of Part 2: Conditions of Sale]

第 2 部分：出售條款

1. 除非招標公告另有定義，在本出售條款中，下列詞語應具有下列含義：

「發展項目」 指形薈。

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

2. 招標文件連同接納書構成賣方與買方就買賣該物業的有約束力的協議。賣方須以樓價並按本臨時合約所載條款及細則出售該物業，而買方須以樓價並按本臨時合約所載條款及細則購買該物業。
3. 買賣須於成交日的辦公時間(即指由上午 10 時起至同日下午 4 時 30 分為止期間)內，在賣方律師的辦事處完成。
4. 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：
- (a) 由買方於接納書的日期之後的第 5 個工作日或之前簽立；及
 - (b) 由賣方於接納書的日期之後的第 8 個工作日或之前簽立。
5. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
6. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。
7. 買方支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
8. 買方須於接納書的日期之後的 5 個工作日內攜帶招標文件及接納書到賣方律師的辦事處辦理下列手續(按：必須嚴守所訂日期。)：(i)簽署賣方代表律師所訂定之標準正式合約；(ii)在簽署正式合約之同時交付正式合約上列明應付之款項；及(iii)同時交付第 19 條所載就正式合約應付之所有印花稅。
9. 如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：
- (a) 本臨時合約即終止；
 - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
 - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
10. 在正式合約當中，買方須與賣方協議如下—
- (a) 如正式合約於日後以任何形式被取消，賣方有權保留臨時訂金；及
 - (b) 除訂立按揭或押記外，買方不得於本買賣成交及簽立轉讓契之前提名任何人接受本物業之轉讓契，亦不得轉售本物業或以任何形式轉移正式合約之權益或訂立以上為目的之任何協議。
11. 該物業的量度尺寸載列於附表 1。

12. 該物業的買賣包括的裝置、裝修物料及設備載列於附表 2。
13. 在不損害《物業轉易及財產條例》(第 219 章)第 13 條和第 13A 條的原則下，賣方不得限制買方依據法律就業權提出要求或反對的權利。
14. 買方確認已收到第 15 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。
15. 就上述第 14 條而言，「對買方的警告」內容如下—
- (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
 - (b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
 - (c) 現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.
 - (d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
 - (e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
16. 本臨時合約只適用於買方本身，買方無權要求賣方與任何其他人訂立任何正式合約，亦無權將本臨時合約的利益轉讓予第三方。
17. 賣方並不接受買方的任何授權人、受托人或獲提名人代替買方本人簽署正式合約，除非該人為指定之獲授權人（但其授權不能有任何授權他人代替之權力）而其授權乃為指定權限並只限於以買方名義及代買方簽署正式合約。
18. 若買方亦聘用賣方之律師行為買方在本物業買賣之代表律師，賣方將承擔該律師行在處理正式合約及其後買方受益的轉讓契之法律費用。若買方選擇另聘律師代表其買入本物業，則買賣雙方須各自負責其在有關正式合約及其後之轉讓契之法律費用。買方律師有關處理、

完成、釐印及登記給予買方的正式合約及轉讓契所涉及的律師費用及代墊付費用，全部由買方承擔及支付。

19. 有關本臨時合約及/或正式合約及/或轉讓契之所有印花稅(包括但不限於根據香港法例第 117 章《印花稅條例》可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)，一概由買方承擔及支付。
20. 一切圖則費用、有關業權之契約之認證副本包括圖則之費用、查冊費、註冊費及其他代墊付費用均須由買方承擔。一切有關本物業按揭之法律費用及代墊付費用，均由買方支付及承擔。
21. 如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
22. 買方如有更改地址或電話，須以書面通知賣方。
23. 本物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。
24. 買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
25.
 - (a) 賣方和買方無意賦予任何第三者權利依據《合約（第三者權利）條例》（第 623 章）（“該條例”）強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。
 - (b) 本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》（第 621 章）的情況下。
 - (c) 若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者（在該條例定義）可依據該條例強制執行任何該等條款時：-
 - (i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷（倘若撤銷權存在），而該條例第 6(1)條將不適用於本臨時合約；及
 - (ii) 賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。
26. 在本臨時合約中—
 - (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
 - (b) “工作日”具有該條例第 2(1)條給予該詞的涵義；
 - (c) 附表 1 載列之每個單位的(a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及
 - (d) 附表 1 載列之每個單位的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。

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

本物業的量度尺寸如下—

The measurements of the Property are as follows—

Property 物業: Penthouse B, 35th Floor Penthouse Floor, Tower 2 and Car Parking Space No. R18 on Basement 2 Floor, Lime Gala,
393 Shau Kei Wan Road, Hong Kong
香港筲箕灣道 393 號形薈第 2 座 35 樓頂層 Penthouse B 及地庫 2 層停車位 R18 號

(a) 本物業的實用面積為 the saleable area of the Property is	81.175	平方米/ square metres/	874	平方呎；其中— square feet of which— 平方呎為露台的樓面面積； square feet is the floor area of the balcony;
	2.225	平方米/ square metres/	24	平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform;
	xxx	平方米/ square metres/	xxx	平方呎為陽台的樓面面積； square feet is the floor area of the verandah; and
	xxx	平方米/ square metres/	xxx	

(b) 其他量度尺寸為— other measurements are—

*空調機房的面積為 the area of the air-conditioning plant room is	xxx	平方米/ square metres/	xxx	平方呎； square feet;
*窗台的面積為 the area of the bay window is	xxx	平方米/ square metres/	xxx	平方呎； square feet;
*閣樓的面積為 the area of the cockloft is	xxx	平方米/ square metres/	xxx	平方呎； square feet;
*平台的面積為 the area of the flat roof is	xxx	平方米/ square metres/	xxx	平方呎； square feet;
*花園的面積為 the area of the garden is	xxx	平方米/ square metres/	xxx	平方呎； square feet;
*停車位的面積為 the area of the parking space is	12.500	平方米/ square metres/	135	平方呎； square feet;
*天台的面積為 the area of the roof is	59.530	平方米/ square metres/	641	平方呎； square feet;
*梯屋的面積為 the area of the stairhood is	xxx	平方米/ square metres/	xxx	平方呎； square feet;
*前庭的面積為 the area of the terrace is	xxx	平方米/ square metres/	xxx	平方呎； square feet;
*庭院的面積為 the area of the yard is	xxx	平方米/ square metres/	xxx	平方呎。 square feet.

*將不適用者刪去 Delete as appropriate

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

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

Applicable to 適用於	Penthouse B, 35 th Floor Penthouse Floor, Tower 2, Lime Gala, 393 Shau Kei Wan Road, Hong Kong 香港筲箕灣道 393 號形薈第 2 座 35 樓頂層 Penthouse B
A. Internal Wall 內牆	- Plaster in emulsion paint where exposed. 外露牆身批盪後髹上乳膠漆。
B. Flooring 地板	- Engineered timber flooring for living / dining room and bedroom(s). 客/飯廳及睡房鋪砌複合木地板。
C. Door 門	- Solid core timber doors or glass doors, with ironmongery. 實心木門或玻璃門，配小五金。
D. Bathroom 浴室	- Sanitary fitments are provided. Tiles and natural stones on exposed wall surfaces. Tiles and natural stones on exposed floor surfaces. Gypsum board false ceiling with emulsion paint and aluminium false ceiling for ceiling. 提供潔具。牆身外露位置鋪砌瓷磚及天然石材。地台外露位置鋪砌瓷磚及天然石材。裝有石膏板假天花髹乳膠漆及鋁片天花。
E. Kitchen 廚房	- Plastic laminate, feature glass and natural stone for exposed wall surfaces. Natural stone on exposed floor surfaces. Gypsum board false ceiling with emulsion paint and aluminium ceiling for ceiling. Countertop finished with solid surfacing material. 牆身外露位置鋪砌夾膠板、玻璃飾面及天然石材。地台外露位置鋪砌天然石材。裝有石膏板假天花髹乳膠漆及鋁片假天花。灶台面為實體面板。
F. Other Provisions 其他裝備	- i) Gas hob, barbecue grill, steam combination oven, microwave oven, oven, cooker hood, warming drawer, washer-dryer, fridge freezer and wine cellar; 煤氣爐、燒烤爐、蒸焗爐、微波爐、焗爐、抽油煙機、暖碟機、洗衣乾衣機、雪櫃連冰箱及酒櫃； - ii) Water heater, exhaust fan and dehumidifier; 裝設熱水爐、抽氣扇及抽濕機； - iii) Air-conditioner for living / dining room and bedroom(s). 客/飯廳及睡房裝設空調機。

[End of Part 2: Conditions of Sale]

PART 3: OFFER FORM

(To be completed by the Tenderer)

To: **The Vendor**

1. Offer

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

2. Binding agreement if offer is accepted

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

3. Address for receipt of Letter of Acceptance

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

4. Declarations, representations and warranties

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

- (a) **The information specified in the Schedule to this Offer Form is in all respects true and accurate in so far it is within my/our knowledge.**
- (b) The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.

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

Schedule to the Offer Form

(To be completed by the Tenderer)

Section 1 - Particulars of the Tenderer

Name			
ID No. / Passport No. / BR No.			
Address / Registered office			
Hong Kong Correspondence address (if different from above)			
Contact details	Name		
	Telephone		Fax

Section 2 - Purchase price

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

Section 3 – Payment plan

For details of the gifts, financial advantage or benefits, please refer to item 12 of the Annex.

Part 1: EITHER ONE of the following is offered to the Purchaser upon signing of preliminary agreement for sale and purchase:

180 Days Payment Plan

- 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 60 days after the date of the Letter of Acceptance
- 90% of the purchase price shall be paid within 180 days after the date of the Letter of Acceptance

360 Days Payment Plan

- 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 60 days after the date of the Letter of Acceptance

- A further deposit equivalent to 5% of the purchase price shall be paid within 180 days after the date of the Letter of Acceptance
- 85% of the purchase price shall be paid within 360 days after the date of the Letter of Acceptance

(*Please tick as appropriate)

I/We choose [*180 Days Payment Plan ☐ / 360 Days Payment Plan ☐].

*Please refer to Part II of List of Gifts, Financial Advantage or Benefits of Annex 12 for details.

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

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

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

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

- a director of the Vendor, or a parent, spouse or child of such a director;
- a manager of the Vendor;
- a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
- an associate corporation or holding company of the Vendor;
- a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
- 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 6 - Submission checklist

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

1. ☐ Tender Document with the Offer Form completed and signed
2. ☐ Cashier order(s)
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) ☐ Personal Information Collection Statement (undated)
 - (3) ☐ Acknowledgement Letter Regarding Operation of Gondola (undated)
 - (4) ☐ Acknowledgement Letter Regarding Location of Air-Conditioner Outdoor Unit(s) and Air-Conditioner Outdoor Unit Location Plan (undated)
 - (5) ☐ Acknowledgement Letter Regarding Charges for Certified Copy Title Deeds and Documents of the Property (undated)
 - (6) ☐ Vendor's Information Form (undated)
 - (7) ☐ Acknowledgement Letter Regarding Viewing of Property (undated)
 - (8) ☐ Acknowledgement Letter Regarding the Availability of Property for Viewing by Potential Purchasers of Other Properties of Lime Gala (undated)
 - (9) ☐ Acknowledgement Letter Regarding Physical State of Car Parking Space(s) (undated)
 - (10) ☐ SHKP Club Application Form

Section 7 – 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 shareholders and directors for the period from (i) the date of the Offer Form to (ii) the date of the Agreement.
4. The Vendor may at any time request and we shall at our own cost and expense provide all relevant corporate documents and information in relation to the Tenderer to show and prove the number and identity of all of the Tenderer's directors as set out in the table below.
5. The Vendor may refuse to sell the Property to the Tenderer if there shall be any breach in the requirements in this Section.

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

Section 8 - Signature of the Tenderer and witness

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

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

Signed by the Tenderer:

X

Witnessed by:

X

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

Name of the witness:

Date:

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

第3部份：要約表格

(由投標者填寫)

致：賣方

1. 要約

本人／我們(其名稱與地址載於本要約表格的附表)，即投標者，現不可撤銷地提出要約以本要約表格的附表中指明的樓價購買該物業，並受本招標文件及出售條款的條款及細則所約束。

2. 如要約獲接納將構成有效協議

本人／我們同意及聲明，如本投標書獲賣方接納，則在正式合約簽署之前，本招標文件(連同賣方的書面承約及出售條款)構成本人／我們與賣方之間按照招標文件所載的條款及細則訂立的一份具約束力的協議。

3. 收取接納書的地址

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

4. 聲明、陳述及保證

本人／我們現向賣方聲明、陳述及保證如下：

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

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

要約表格的附表

(由投標者填寫)

第1節 – 投標者的資料

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

第2節 – 樓價

樓價 (HK\$)			
銀行本票	金額 (HK\$)	銀行	本票編號

第3節 – 支付辦法

有關贈品、財務優惠或利益的詳情，請參閱附件第12項。

第一部分: 買方可選擇下列其中一種付款計劃

180日付款計劃

- 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 60 日內繳付
- 樓價共 90%須於接納書的日期後 180 日內繳付

360日付款計劃

- 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 60 日內繳付
- 加付訂金即樓價 5%於接納書的日期後 180 日內繳付
- 樓價共 85%須於接納書的日期後 360 日內繳付

(*請剔適用者)

本人／我們選擇[*180日付款計劃 ☐ /360日付款計劃 ☐]。

*註: 詳情請參閱招標文件附件 12 贈品、財務優惠或利益的列表第二部分

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、陳述或承諾，無論在任何情況下賣方均無須就中介人所作出的任何協議、陳述或承諾向買方、中介人或任何其他人士負責。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- 與賣方關係的聲明(*請剔適用者)

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

(如有以下情況，某人即屬賣方的「有關連人士」：

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

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6節– 遞交清單

以下文件連同本招標文件遞交(詳情見招標公告第 2.7 段)：

1. ☐ 招標文件及要約表格已填妥及簽署
2. ☐ 銀行本票
3. ☐ 投標者的身份證明文件
4. ☐ 中介人的牌照(如適用)
5. 由投標者填妥並簽署的附件的文件：
 - (1) ☐ 對買方的警告(未有填上日期)
 - (2) ☐ 個人資料收集聲明(未有填上日期)
 - (3) ☐ 關於吊船操作的確認書(未有填上日期)
 - (4) ☐ 關於空調機戶外機位置的確認書及空調機戶外機位置圖(未有填上日期)
 - (5) ☐ 關於物業的業權契據認證副本費用確認書(未有填上日期)
 - (6) ☐ 賣方資料表格(未有填上日期)
 - (7) ☐ 關於參觀物業的確認書 (未有填上日期)
 - (8) ☐ 關於繼續開放物業予形薈其他物業之準買家參觀的確認書 (未有填上日期)
 - (9) ☐ 有關停車位狀況之確認函 (未有填上日期)
 - (10) ☐ 新地會會藉申請表格

第7節 – 關於公司投標者的聲明(不適用於個人投標者)

我們聲明並同意如下：

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

董事

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

第8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3部份：要約表格完][招標文件完]

附件 Annex

(附件不屬於招標文件的一部份。然而，投標者須簽署以下標有“#”號的文件並連同招標文件一併遞交。)
(The Annex does not form part of the Tender Document. However, the Tenderer should note documents marked with “#” **should be signed and submitted** together with the Tender Document.)

1. 對買方的警告 #
Warning to Purchasers #
2. 個人資料收集聲明 #
Personal Information Collection Statement #
3. 關於吊船操作的確認書 #
Acknowledgement Letter Regarding Operation of Gondola #
4. 關於空調機戶外機位置的確認書及空調機戶外機位置圖 #
Acknowledgment Letter Regarding Location of Air-conditioner Outdoor Unit(s) and Air-Conditioner Outdoor Unit Location Plan #
5. 關於物業的業權契據認證副本費用確認書 #
Acknowledgment Letter Regarding Charges for Certified copy Title Deeds and Documents of the Property#
6. 賣方資料表格 #
Vendor's Information Form #
7. 關於參觀物業的確認書 #
Acknowledgement Letter Regarding Viewing of Property #
8. 關於繼續開放物業予形薈其他物業之準買家參觀的確認書 #
Acknowledgement Letter Regarding The Availability of Property For Viewing by Potential Purchasers of Other Properties of Lime Gala #
9. 有關停車位狀況之確認函
Acknowledgement Letter Regarding Physical State of Car Parking Space(s) #
10. 新地會會藉申請表格
SHKP Club Application Form
11. 嚴禁清洗黑錢宣傳單張
“Keep Money Laundering Away from Hong Kong” Leaflet
12. 贈品、財務優惠或利益的列表
List of gifts, financial advantage or benefits
13. 律師收費表
Legal fees and disbursements table

Annex 1
附件 1

Vendor 賣方	Wealth Power International Enterprise Ltd. 寶威國際企業有限公司		
Address 地址	Lime Gala / 形薈 393 Shau Kei Wan Road / 筲箕灣道 393 號		
Property 物業	Tower 座數	Floor 樓層	Flat 單位
	2	35/F Penthouse Floor	Penthouse B
	Car Parking Space No. 停車位號碼	Floor 樓層	
	R18	B2/F	
Purchaser 買方			
I.D. / Passport/ B.R. No. 身份證/護照/商業登記號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

**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

Signed by the Purchaser(s) 買方簽署

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：

(請勿於入標時填寫日期)

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

TENDERER MUST COMPLETE THIS
--

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

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

Signature:

Name:

Date:

(Please leave undated upon tender submission)

Annex 3
附件 3

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

Vendor 賣方	Wealth Power International Enterprise Ltd. 寶威國際企業有限公司		
Address 地址	Lime Gala / 形薈 393 Shau Kei Wan Road / 筲箕灣道 393 號		
Property 物業	Tower 座數	Floor 樓層	Flat 單位
	2	35/F Penthouse Floor	Penthouse B
	Car Parking Space No. 停車位號碼	Floor 樓層	
	R18	B2/F	
Purchaser 買方			
I.D. / Passport/ B.R. No. 身份證/護照/商業登記號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

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

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

- (i) Under the draft Deed of Mutual Covenant incorporating Management Agreement (the “DMC”) in respect of Lime Gala (the “Development”) :-
按照形薈（「發展項目」）大廈公共契約及管理協議（「公契」）之擬稿的規定：—

- (a) The Manager shall have the right at all times to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the roof, flat roof and/or roof terrace or the parapet walls of the roof, flat roof and/or roof terrace as may be determined by the Manager, a tracked telescopic jib gondola and/or any jib, davit arm, other equipment or device of management (collectively referred to in the DMC as the “gondola” which expression shall include all jibs, brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any exterior part of the Development and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities and/or the Development provided that the use and enjoyment by the Owner of the Residential Unit shall not be materially adversely affected or prejudiced thereby and the Manager shall make good any damage caused thereby and ensure that the least disturbance is caused.

管理人有權在所有時候按其決定將吊船及/或任何托架、吊臂、其他設備或管理裝置（在公契中統稱「吊船」，當中包括所有托架、鉸鏈、柱或其他相關器材）在該天台、平台及/或天台前庭或天台、平台及/或天台前庭的護牆的上空部分伸展、保養、操作、移動和接近及/或進入或局部進入該上空部分，藉以檢修、清潔、加強、保養、維修、翻新、裝飾、改善及/或換替發展項目外部的任何部分及因需要檢查、重建、維修、翻新、保養、清潔、髹油漆或裝飾全部或部分公用空間及設施及/或發展項目，暫時在該上空停留一段時間，惟住宅單位業主的使用及享用不得從而受重大的不利影響或損害，管理人並將會彌補任何因而造成的損害及確保造成最少的滋擾。

- (b) No Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place any items in the roof, flat roof and/or roof terrace or the parapet

walls of the roof, flat roof and/or roof terrace pertaining to his Flat which in any way interferes with or affects or which is likely to interfere with or affect the operation of the gondola at any time in the course of the management and/or the maintenance of the Development.

業主不得作出、准許或容許其租戶、佔用人、被許可人在屬於其單位的天台、平台及/或天台前庭或天台、平台及/或天台前庭的護牆上作出任何行為、事宜、事情、事項或放置任何物品，以致在任何方面干擾、影響或可能干擾或影響於管理及／或保養發展項目過程中的任何時候操作吊船。

- (ii) During the operation of the gondola, the gondola cradle might temporarily manoeuvre at the airspace above the flat roof(s) and/or roof(s) of the Property and land on and occupy such flat roof(s) and/or roof(s).

當操作吊船時，吊船的搖籃可能會暫時於該物業的平台及／或天台上空移動，並降落在及佔據該等平台及／或天台。

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

管理人在管理及/或保養發展項目過程中操作吊船時，可能會對本人 / 吾等在享用屬於該物業的天台、平台、露台及 / 或工作平台(如有)及/或天台、平台、露台及 / 或工作平台(如有)的護牆造成不利影響。

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

本人 / 吾等確認及聲明本人 / 吾等同意購入該物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。

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

如本確認信之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Annex 4
附件 4

Acknowledgment Letter Regarding Location of Air-conditioner Outdoor Unit(s)
關於空調機戶外機位置的確認書

Vendor 賣方	Wealth Power International Enterprise Ltd. 寶威國際企業有限公司		
Address 地址	Lime Gala / 形薈 393 Shau Kei Wan Road / 筲箕灣道 393 號		
Property 物業	Tower 座數	Floor 樓層	Flat 單位
	2	35/F Penthouse Floor	Penthouse B
	Car Parking Space No. 停車位號碼	Floor 樓層	
	R18	B2/F	
Purchaser 買方			
I.D. / Passport/ B.R. No. 身份證/護照/商業登記號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

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

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

- The air-conditioner outdoor unit(s) of the Property is/are placed on the common air-conditioning platform(s) and/or air-conditioning area(s), which is/are coloured green on the plan(s) attached hereto (where applicable).
上述物業的空調機戶外機放置於公用空調機平台及/或空調機範圍，其在本函附帶的平面圖顯示為綠色（如適用）。
- The attached plan(s) is/are simplified and is for reference only. All plans of the Development are subject to the final approval of the Buildings Department, the Lands Department and/or relevant Government Authorities.
附圖經簡化處理，僅供參考。發展項目所有圖則以屋宇署、地政總署及/或相關政府部門最終批准之圖則為準。
- I/We understand that I/we shall be solely responsible for the maintenance and repair of the said air-conditioning outdoor unit(s) of the Property and its/their ancillary equipment, including but not limited to air-conditioning grilles, and I/we may be required to appoint the Manager's nominated contractor to effect such maintenance and repair at my/our own costs.
本人/吾等明白本人/吾等將會全權負責該物業空調機戶外機及其配套設備（包括但不限於空調機格柵）之保養及維修，及本人/吾等並可能須自費委任管理人指定的承辦商進行該保養及維修。

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

本人/吾等確認及聲明本人/吾等同意購入上述物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。

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

如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Air-Conditioner Outdoor Unit Location Plan 空調機戶外機位置圖

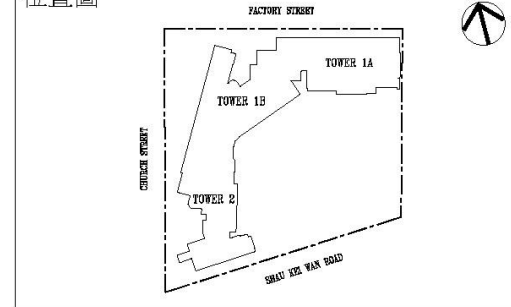
(12)

Address: Lime Gala / 形薈
地址: (393 Shau Kei Wan Road / 筲箕灣道393號)

35/F Penthouse Floor Plan
35樓頂層樓面平面圖



LOCATION PLAN
位置圖



A/C PLATFORM / A/C AREA (Common Area) for the placement of the respective flat A/C outdoor units.
供相關單位空調機戶外機安置的空調機平台/空調機位置(公用地方)。

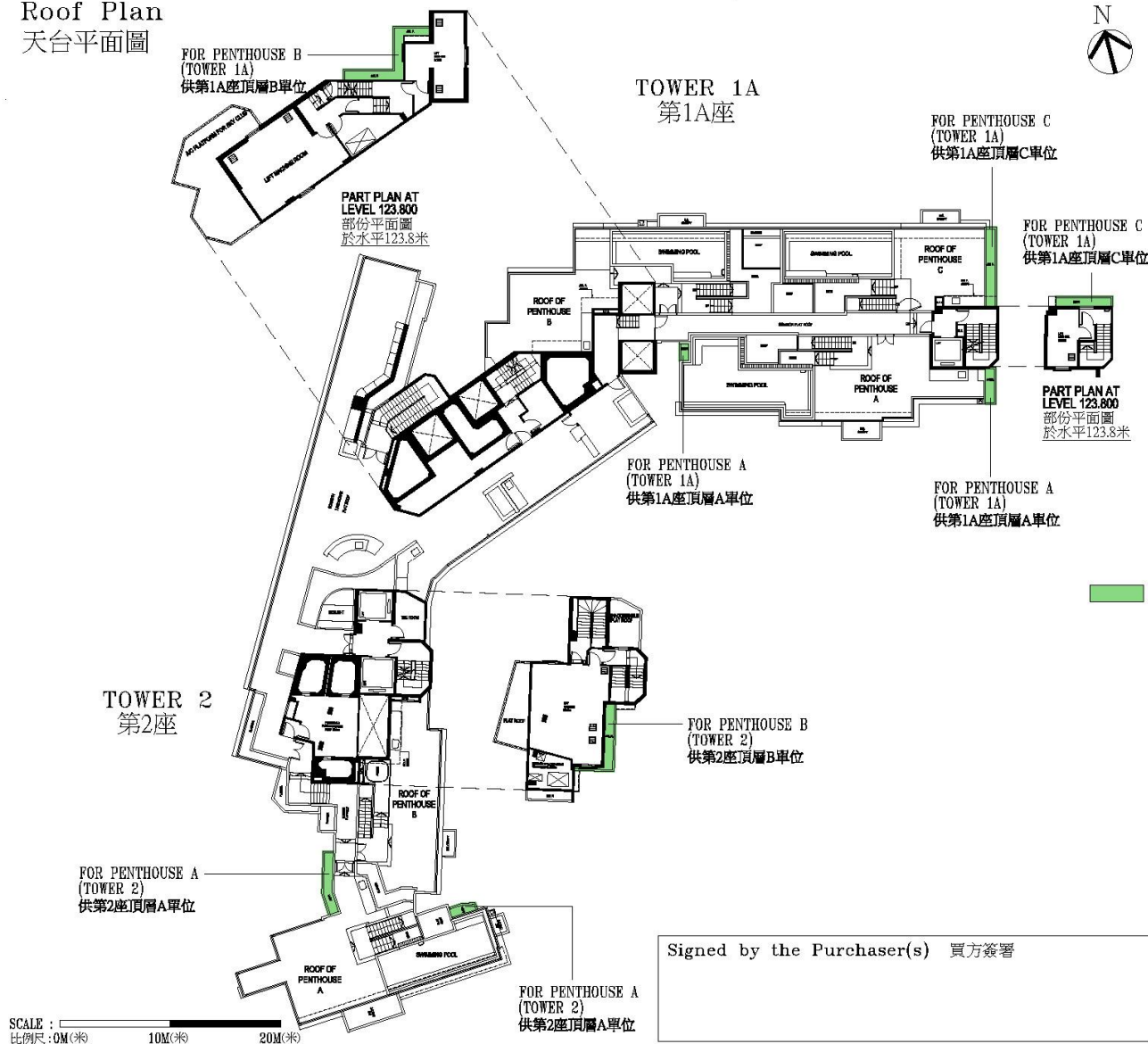
In the event of any conflict or discrepancy between the Chinese and English version of the text contained herein, the English version shall prevail.
如本文件所載的文字之中英文本有任何歧義，一切以英文文本為準。

Air-Conditioner Outdoor Unit Location Plan 空調機戶外機位置圖

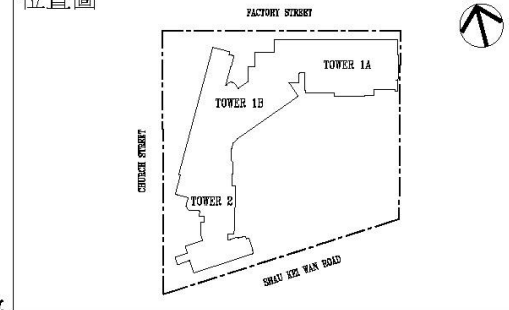
(12)

Address: Lime Gala / 形薈
地址: (393 Shau Kei Wan Road / 筲箕灣道393號)

Roof Plan
天台平面圖



LOCATION PLAN
位置圖



A/C PLATFORM / A/C AREA (Common Area) for the placement of the respective flat A/C outdoor units.
供相關單位空調機戶外機安置的空調機平台/空調機位置(公用地方)。

Signed by the Purchaser(s) 買方簽署

In the event of any conflict or discrepancy between the Chinese and English version of the text contained herein, the English version shall prevail.

如本文件所載的文字之中英文本有任何歧義，一切以英文文本為準。

**Annex 5
附件 5**

**Acknowledgment Letter Regarding Charges for Certified copy Title Deeds and Documents of the Property
關於物業的業權契據認證副本費用確認書**

Vendor 賣方	Wealth Power International Enterprise Ltd. 寶威國際企業有限公司		
Address 地址	Lime Gala / 形薈 393 Shau Kei Wan Road / 筲箕灣道 393 號		
Property 物業	Tower 座數	Floor 樓層	Flat 單位
	2	35/F Penthouse Floor	Penthouse B
	Car Parking Space No. 停車位號碼	Floor 樓層	
	R18	B2/F	
Purchaser 買方			
I.D. / Passport/ B.R. No. 身份證/護照/商業登記號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

To: Wealth Power International Enterprise Ltd.
致: 寶威國際企業有限公司

I/We, the undersigned, hereby acknowledge that I/we am/are fully aware and accept the following prior to my/our signing of the Preliminary Agreement for Sale and Purchase that:-
本人/吾等，下方簽署人，特此確認，本人/吾等在簽署臨時買賣合約前清楚明白及接受以下事項：-

- (i) Pursuant to section 13 of the Conveyancing and Property Ordinance, the title deeds and documents required to be produced by the Vendor to prove title to the Property would be of a vast number consisting of over 2,300 certified copy documents and exceeding 27,000 pages to be put in 9 or more boxes of A4 paper size.

賣方按《物業轉易及財產條例》第 13 條規定作為該物業土地業權的證明而須出示之業權契據文件數目龐大，超過 2,300 份認證文件副本，頁數多於 27,000 張，並存放於 9 個或以上之 A4 紙盒內。

- (ii) Title deeds and documents are required to be produced for proving title to the Property. I/We have to pay the Vendor's Solicitors charges for preparing certified copy title deeds and documents in respect of the Property ("Certified Copy Title Deeds"). The Vendor's Solicitors have made available production of Certified Copy Title Deeds by way of partly in Compact Disc ("CD") and partly in paper form. If I/we elect to have the Certified Copy Title Deeds to be produced in such form (subject to the acceptance and satisfaction of the same by my/our solicitors and my/our mortgagee's solicitors), the Vendor's Solicitors' charges for preparing the Certified Copy Title Deeds calculated up to the sale commencement date ie. 21st August 2016 ("Sale Commencement Date") is HK\$50,000.00 per set. Alternatively, if the Certified Copy Title Deeds are required to be produced all in paper form, the Vendor's Solicitors' charges calculated up to the Sale Commencement Date is HK\$80,000 per set. The Vendor's Solicitors charges for preparing the Certified Copy Title Deeds (in whichever form) mentioned in this paragraph (ii) is hereinafter called "the Charges".

證明土地業權須出示業權文件。本人/吾等須向賣方律師繳付擬備該物業的業權契據認證副本（「業權契據認證副本」）的費用。賣方律師已擬備業權文件認證副本以部份光碟及部份紙張

出示，若本人/吾等作此選擇（以本人/吾等律師及本人/吾等按揭銀主律師之決定為依歸），賣方律師擬備業權契據認證副本截至開售日期（即 2016 年 8 月 21 日）（「開售日期」）的費用為每套港幣\$50,000 元。若所有業權契據認證副本以紙張出示，賣方律師擬備該等文件的費用截至開售日期為每套港幣\$80,000 元。在本(ii)段中賣方律師收取的業權契據認證副本（無論出示方式如何）的費用以下簡稱為「該費用」。

- (iii) I/We understand that I/we must have settled the Charges before the Vendor's Solicitors shall prepare and produce a set of the certified copy title deeds and documents to me/us or my/our solicitors.
本人/吾等明白本人/吾等須付清該費用後賣方律師才會為本人/吾等或本人/吾等的律師擬備及提供一套業權契據認證副本。
- (iv) The Charges does not include charges for certified copy title deeds and documents made, issued or entered into after the Sale Commencement Date, such as occupation permit and Deed of Mutual Covenant and Management Agreement. The charges for such certified copy title deeds and documents shall be paid by me/us before my/our completion of the purchase of the Property.
該費用並不包括於開售日期之後製訂、發出或簽署的業權契據的認證副本費用，此等業權契據包括入伙紙及大廈公契等。本人/吾等須在完成物業買賣前繳付此等業權契據的認證副本費用。
- (v) In case of doubt in relation to any of the above matters, I/we have been advised to consult my/our own solicitors.
如對上述任何事宜有所疑問，賣方已建議本人/吾等徵詢本人/吾等律師之專業意見。

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

如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Annex 6
附件 6

Vendor's Information Form
賣方資料表格

Vendor 賣方	Wealth Power International Enterprise Ltd. 寶威國際企業有限公司		
Address 地址	Lime Gala / 形薈 393 Shau Kei Wan Road / 筲箕灣道 393 號		
Property 物業	Tower 座數	Floor 樓層	Flat 單位
	2	35/F Penthouse Floor	Penthouse B
Purchaser 買方			
I.D. / Passport/ B.R. No. 身份證/護照/商業登記號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	HK\$ 4,385.00 per month 港幣每月計
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	HK\$ 0.00 per month 港幣每月計
c) The name of the owners' incorporation (if any) 業主立案法團（如有的話）的名稱	No 沒有
d) The name of the manager of the Development 發展項目的管理人的姓名或名稱	Kai Shing Management Services Limited 啓勝管理服務有限公司
e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development 賣方自政府或管理處接獲的關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知	No 沒有
f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索	No 沒有

印製日期： 年 月 日
Date of Printing:

Signed by the Purchaser(s) 買方簽署

Annex 7
附件 7

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

Vendor 賣方	Wealth Power International Enterprise Ltd. 寶威國際企業有限公司		
Address 地址	Lime Gala / 形薈 393 Shau Kei Wan Road / 筲箕灣道 393 號		
Property 物業	Tower 座數	Floor 樓層	Flat 單位
	2	35/F Penthouse Floor	Penthouse B
	Car Parking Space No. 停車位號碼	Floor 樓層	
	R18	B2/F	
Purchaser 買方			
I.D. / Passport/ B.R. No. 身份證/護照/商業登記號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

I/We hereby confirm and acknowledge that before the signing of the Preliminary Agreement for Sale and Purchase (“**Preliminary Agreement**”) of the Property 本人／我們謹此確認及知悉在簽署本物業的臨時買賣合約（「**臨時合約**」）之前：

1. ☐ The Vendor has made the Property available for viewing by me/us and I/we have viewed the Property on (date)

at (time) _____.

賣方已開放本物業供本人／我們參觀，且本人／我們已於(日期及時間)參觀過本物業。

- ☐ I/We understand that I/we have the right to view the Property before the signing of the Preliminary Agreement and the Vendor has offered to arrange me/us to view the Property, however, I/we have declined to do so.

本人／我們明白本人／我們有權在簽署臨時合約之前參觀本物業，而賣方已邀請本人／我們參觀本物業，但本人／我們拒絕參觀。

2. ☐ It is not reasonably practicable for the Vendor to make the Property available for viewing by me/us for the following reason:

因以下原因，賣方開放本物業供本人／我們參觀，並非合理地切實可行：

Reason 原因: _____ (e.g. the Property is subject to existing tenancy
例如本物業現有租約)

Pursuant to section 44(2)(b)(i) of the Residential Properties (First-hand Sales) Ordinance, the Vendor has made a comparable residential property: _____ in the Development (specified below) available for viewing by me/us.

根據《一手住宅物業銷售條例》第 44(2)(b)(i)條，賣方已開放發展項目內與本物業相若的住宅物業：
 _____ 供本人／我們參觀。

- ☐ I/We have viewed the comparable residential property on (date) _____ at (time) _____

本人／我們已於（日期及時間）

本人／我們已於（日期及時間）參觀過該
相若的住宅物業。

- ☐ I/We understand that I/we have the right to view the comparable residential property before the signing of the Preliminary Agreement, however, I/we have declined to do so.

本人／我們明白本人／我們有權在簽署臨時合約之前參觀該相若的住宅物業，但本人／我們拒絕參觀。

3. ☐ It is not reasonably practicable for the Vendor to make the Property available for viewing by me/us for the following reason:
因以下原因，賣方開放本物業供本人／我們參觀，並非合理地切實可行：
Reason 原因：_____ (e.g. the Property is subject to existing tenancy
例如本物業現有租約)
- ☐ It is also not reasonably practicable for the Vendor to make any comparable residential property in the Development available for viewing by me/us for the following reason:
因以下原因，賣方開放發展項目內任何與本物業相若的住宅物業供本人／我們參觀，並非合理地切實可行：
Reason 原因：_____ (e.g. the Property is the last unsold unit 例如本物業是最後一個未出售單位)
I/We agree and confirm that the Vendor is not required to make such a comparable residential property available for viewing by me/us pursuant to section 44(2)(b)(ii) of the Residential Properties (First-hand Sales) Ordinance before the signing of the Preliminary Agreement.
根據《一手住宅物業銷售條例》第 44(2)(b)(ii)條，本人／我們同意及確認賣方無須在簽署臨時合約之前開放相若的住宅物業供本人／我們參觀。
4. ☐ All furniture, accessories, chandeliers and feature lightings, planters and other chattels placed on the Property for display purposes (other than those fittings, finishes and appliances in the Property as stated in the Sales Brochure) will not be provided or delivered to me/us upon completion of the sale and purchase or handover of the Property.
所有展示於本物業內的傢俱、裝飾品、吊燈及特色燈飾、植物及其他物件(售樓說明書內列明本物業附設之裝置、裝修物料及設備除外)，將不會於買賣成交或交樓時連同本物業交予本人／我們。

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

如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Annex 8
附件 8

Acknowledgement Letter Regarding The Availability of Property For Viewing
By Potential Purchasers of other properties of Lime Gala
關於繼續開放物業予形薈其他物業之準買家參觀的確認書

Vendor 賣方	Wealth Power International Enterprise Ltd. 寶威國際企業有限公司		
Address 地址	Lime Gala / 形薈 393 Shau Kei Wan Road / 筲箕灣道 393 號		
Property 物業	Tower 座數	Floor 樓層	Flat 單位
	2	35/F Penthouse Floor	Penthouse B
	Car Parking Space No. 停車位號碼	Floor 樓層	
	R18	B2/F	
Purchaser 買方			
I.D. / Passport/ B.R. No. 身份證/護照/商業登記號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

I/We, the undersigned, hereby acknowledge and confirm that I/we am/are fully aware of and accept the following matters:-

本人/我們，下述簽署人，僅此聲明及確認本人/我們清楚明白及接受下列事項：-

1. After my/our signing of the Preliminary Agreement for Sale and Purchase and/or Formal Agreement for Sale and Purchase of the Property, the Property will continue to be made available for viewing by potential purchasers of other properties of Lime Gala until my/our completion of the purchase.
在本人/我們簽署該物業的臨時買賣合約及/或正式買賣合約之後及於本人/我們完成交易之前，該物業將會繼續開放供形薈其他物業之準買家參觀。
2. The Chinese translation of this letter is for reference purpose only. In case of any disputes, the English version shall prevail.
本信中文譯本僅供參考，如與英文版本有異，概以英文版本為準。

Signed by the Purchaser(s) 買方簽署

Annex 9
附件 9

Acknowledgement Letter Regarding Physical State of Car Parking Space(s)
有關住客停車位狀況之確認函

Vendor 賣方	Wealth Power International Enterprise Ltd. 寶威國際企業有限公司
Development 發展項目 / Address 地址	Lime Gala / 形薈 393 Shau Kei Wan Road / 筲箕灣道 393 號
Property 物業	Car Parking Space No.: 形薈 地庫 2 層 R18 on B2/F of Lime Gala (the “ Property ”) 號停車位 (「 該物業 」)
Purchaser 買方	
I.D. / Passport/ B.R. No. 身份證/護照/商業登記號碼	
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)

I/We acknowledge and confirm that prior to the signing of the Preliminary Agreement for Sale and Purchase of the Property, I/we am/are aware and understand that:-

本人 / 我們謹此敬悉及確認在簽署該物業之臨時買賣合約之前，本人 / 我們已獲悉及明白：

1. I/We, the undersigned, hereby acknowledge and confirm that I/we have inspected and am/are aware of and fully accept the physical state and condition of the Property and that I/we understand and accept that notwithstanding anything contained in the Preliminary Agreement for Sale and Purchase of the Property, there may exist underneath the Property pipings, drains, cables, wires and/or any other fixtures, fittings or installations not solely serving the Property and there may also exist drainage, channels and/or channel covers within the Property and that no requisition or objection or claim whatsoever shall be made by me/us or be entertained by the Vendor in respect thereof.
本人 / 我們（即下方簽署人）僅此承認及確認，本人 / 我們已視察及完全接受該物業之狀況，並明白及接受即使該物業之臨時買賣合約有其他規定，該物業下面可能有並非僅供該物業使用之管道、排水管、電纜、電線及 / 或任何其他固定裝置、裝配或設備存在，亦可能有排水管道及 / 或管道蓋位於該物業範圍內，本人 / 我們不得為此提出任何要求反對或索償，賣方亦不會接納該等要求、反對或索償。
2. The Chinese translation of this Letter is for reference only. In case of any disputes, the English version shall prevail.
本函中文譯本僅供參考。如與英文版本有異，概以英文版本為準。

Signed by the Purchaser(s) 買方簽署

在填寫及簽署申請表格前，請詳閱刊載於新地會網頁內的會員守則(特別是個人資料收集聲明一項)。申請人必須年滿18歲或以上，並須填寫申請表格。請同時附上所需證明文件寄回新地會辦事處(地址：香港灣道30號新鴻基中心45樓)，或傳真至852-2827 8804，以便本會核對申請人之身份及個人資料。在核對後，證明文件副本會隨即被毀滅。申請人亦可親身到本會辦事處提交申請表格，並同時出示證明文件以供本會查對。

個人資料

(#必須填寫)

會員資格及入會條件

#1. ☐ 先生 2. ☐ 小姐 3. ☐ 太太 4. ☐ 女士#身份證/護照上之
英文姓名/姓名拼音

中文姓名

出生月日 月 日

#年齡組別

☐ 18-21 ☐ 22-25 ☐ 26-29 ☐ 30-33 ☐ 34-37
☐ 38-41 ☐ 42-45 ☐ 46-49 ☐ 50-53 ☐ 54-57
☐ 58-61 ☐ 62-65 ☐ 65 以上

#現居地址 (申請人的會員證將郵寄至以下地址)

☐ 香港

室 樓 座 大廈/屋苑

街號 街名 區

☐ 香港 ☐ 九龍 ☐ 新界☐ 香港以外地區

(請註明國家：

詳細地址：

郵政編號：

住宅電話(區號 - 號碼)

#手提電話

#電郵地址

(本會的資訊及優惠將以電子郵件發送給會員。)

婚姻狀況 1. ☐ 未婚 2. ☐ 已婚 3. ☐ 離婚教育程度 1. ☐ 中學以下 2. ☐ 中學 3. ☐ 大專或其他 4. ☐ 大學

個人年薪(港元)

1. ☐ \$300,000以下 2. ☐ \$300,000 - \$700,000 3. ☐ \$700,000以上

會籍

本人申請成為新地會之：

☐ 普通會員 (年滿18歲或以上)☐ 星級會員 (年滿18歲或以上並是新地住宅物業買家或租客)

若申請成為普通會員，只需遞交有效之電話號碼證明或住址證明副本。
若申請成為星級會員，申請人必須填寫以下欄目，遞交有效之電話號碼證明或住址證明及下列的所需證明文件副本。

本人現確認本人已經符合下列星級會員的入會條件：

(如所購買或租住的新鴻基地產集團所發展的住宅物業與現居地址不同，請填寫此欄)

☐ 香港 ☐ 香港以外地區 (請註明國家及省市：

物業名稱 座 樓 室

☐ 本人是新鴻基地產集團(獨資或合資)所發展的住宅物業之買家(見附註1)。☐ 第一手買家〔見附註2〕 ☐ 二手買家〔見附註3〕

現提交：

☐ 有關購買上述物業之文件副本〔見附註4〕☐ 徵收差餉及地租通知書副本 或☐ 律師行發出完成購買上述物業之證明文件副本，以供查核。☐ 本人是新鴻基地產集團(獨資或合資)所發展的住宅物業之租客(見附註1)。現提交有關租約副本，以供查核。☐ 現時租客☐ 以往租客

附註1：住宅物業並不包括位於住宅發展物業內的私家車停車位、電單車停車位與單車位。

若買家或租客為有限公司，就此星級會員申請事宜，本會將會接納該公司之董事為買家或租客。

附註2：第一手買家指於買賣合約內之買方，而賣方為新鴻基地產發展有限公司或其附屬或聯營公司。

附註3：第二手買家指除第一手買家外之其他買家。第一手買家/二手買家一視同仁為新地物業持有者。

附註4：證明申請人為新鴻基地產集團所發展的住宅物業之買家的有關書面證明文件(管理費按金收據、管理費收條等除外)為

1) 第一手買家/二手買家以私人義購買之物業；(最少提交下列任何一項的副本)

a) 訂購合約或臨時買賣合約	c) 樓契或房地產權證
b) 正式買賣合約	d) 土地註冊查冊記錄 (類別：過往及現況詳情)

2) 第一手買家/二手買家以公司名義購買之物業：

a) 香港公司註冊表格 X/D2/AR1 或中國各地工商行政管理局發出的備案通知書之副本(以證明申請人為該公司之董事)；

b) 及最少下列任何一項的副本

i) 訂購合約或臨時買賣合約	iii) 樓契或房地產權證
ii) 正式買賣合約	iv) 土地註冊查冊記錄 (類別：過往及現況詳情)

簽署

本人確認本人已詳閱及明白刊載於此申請表格的會員守則。本人同意在成為會員後，接受並遵從會員守則及同意個人資料收集聲明所指定的用途。本人聲明以上各項填報資料及就有關此申請而遞交之文件均屬真實、正確及完整。本人並授權貴會可向任何有關方面查核本人的資料，本人亦同意及授權有關方面披露有關本人之資料予貴會。本人同意以填報之個人資料作核對本人身份及會籍狀況之用。本人明白並同意所有就此申請而遞交之文件，均不會發還。如貴會要求，本人將提交文件正本及其他所需文件，以便貴會批核此申請。

個人資料收集聲明：提供所有資料是完成申請程序的先決條件。閣下提供之個人資料或相關資料將予保密及將用於處理閣下的申請，包括核實閣下提供之資料和考慮閣下成為會員的資格。為此用途，閣下簽署此申請表格即表示同意我們將閣下個人資料與閣下先前提供給新鴻基地產發展有限公司與其附屬公司或相聯公司的資料加以比較。閣下提供之個人資料將只會被披露或轉移予為上述目的使用有關資料時，合理而有需要把有關資料轉移予相關人士及機構。閣下有權根據《個人資料(私隱)條例》(第486章)的規定，要求查閱或更正閣下之個人資料。如有任何查閱或更正資料要求，可向本會資料保障主任提出，其辦事處位於香港灣道30號新鴻基中心45樓。
(電話：852-2828 7878 傳真 852-2827 8804 電郵：shkpclub@shkp.com)

職員專用

_____(/ /) _____(/ /)

現場審查: ☐ 編號:批核: ☐ 接納 ☐ 不接納

申請人簽署: _____ 日期: _____ 日/ 月/ 年/

更新於2014年10月31日

www.shkpclub.com

會員守則

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

會籍

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

會員證

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

設施及服務

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

本會之責任

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

會員償付費用

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

更改會員守則

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

退會

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

開除會籍

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

本會終止運作

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

個人資料收集聲明

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

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

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

使用資料作直接促銷：我們有意使用所有閣下所提供的資料，包括姓名、聯繫資料和所有其他可協助我們了解閣下可能感興趣的商品和服務的資料，提供上述資訊並進行直接促銷，包括產品、服務、諮詢、意見和與以下各項有關的促銷標的，包括香港和世界各地的物業，包括住宅、寫字樓、商業及工業樓宇、商店、酒店、商場和其中的活動及事項、物業管理、建築、保險、金融服務、電訊、資訊科技、交通運輸基礎設施運營和管理、港口業務、運輸和物流、廢物管理、教育、招聘、獎賞/獎勵/優惠計劃、企業社會責任活動、慈善和非牟利的事務。我們還有意，而閣下亦同意，為上述目的轉移和提供上述資料予在香港以內和以外集團的附屬公司及/或相聯公司和協助本集團為閣下提供各項產品、設施、服務及其他優惠、獎賞或其他得益的供應商。如無閣下的同意，我們則可能不能如上使用或向該等機構提供上述資料。閣下可填寫、簽署並交回申請表格上聲明以表示同意，或以書面向我們的資料保障主任表示同意，不另收費。

閣下提供之個人資料將只會被披露或轉移往與上述目的相關及合理而必要之單位。

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

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

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

適用法律

本守則受香港特別行政區法律管轄並按香港特別行政區法律解釋。

管轄文本

本守則之英文文本及中文文本在文義上如有任何歧異，概以英文文本為準。

修定於2013年3月

SHKP Club Application Form

Please read carefully the Terms and Conditions of Membership (in particular the "Personal Information Collection Statement" section) which is posted on the SHKP Club website before completing and submitting the application. Applicants must be aged 18 or over. Application form must be completed. Please send the application form together with required documents to SHKP Club by post (Address: 52/F, Sun Hung Kai Center, 30 Harbour Road, Wanchai, Hong Kong), or via fax at 2827 8804. The documents will be destroyed after checking. Applicants may also submit the application form in person and produce physically the documents for checking.

(*must be completed)

Personal Details

#1. ☐ Mr. 2. ☐ Miss 3. ☐ Mrs 4. ☐ Ms

#Name printed on ID Card/Passport (English/ Pinyin)

Name (Chinese)

Date of birth (DD/MM)

#Age Group

☐ 18-21 ☐ 22-25 ☐ 26-29 ☐ 30-33 ☐ 34-37
☐ 38-41 ☐ 42-45 ☐ 46-49 ☐ 50-53 ☐ 54-57
☐ 58-61 ☐ 62-65 ☐ above 65

Marital Status 1. ☐ Single 2. ☐ Married 3. ☐ Divorced

Education level

1. ☐ Below Secondary 3. ☐ Post-secondary & others
2. ☐ Secondary 4. ☐ University

#Present residential address (for sending membership card):

☐ **Hong Kong**

Flat Floor Block Building/Estate

Street No.

Street

District

☐ HK ☐ KLN ☐ NT

☐ **Regions other than Hong Kong**

(Please specify the country:)

Address

Postal Code (if applicable)

Home telephone no. (Area Code – Phone no.) # Mobile number

E-mail Address

(Club information will be sent to members via e-mails)

Personal Annual Income (in HKD)

1. ☐ Below \$300,000 4. ☐ \$300,000 - \$700,000
7. ☐ Above \$700,000

Membership Type

I hereby apply to become the following member of SHKP Club:

☐ Ordinary Member ☐ Star Member

Eligibility for Membership

Copies of telephone and address proofs are required if Ordinary Membership is applied for.

The following section needs to be completed and copies of telephone, address proofs and other required documents should be submitted if Star Membership is applied for.

I confirm that I am eligible for Star Membership in the SHKP Club by

virtue of having purchased or rented the following residential property developed by Sun Hung Kai Properties Group.

(Please specify the property purchased/rented if it differs from your present residential address)

☐ In Hong Kong ☐ Regions other than Hong Kong

(Please specify Country and Province/Municipality:)

Name of Property

Block

Floor

Room/Flat

☐ I am/have been the buyer of residential property(ies) developed solely or jointly by Sun Hung Kai Properties Group[See Note 1].

☐ First hand buyer [See Note 2] ☐ Second hand buyer [See Note 3]

To prove my purchase of such property(ies), I submit copy of

☐ the relevant documentary evidence [See Note 4] or

☐ a rates and government rent demand note or

☐ a letter from legal firm confirming completion of my purchase of the property for your examination.

☐ I am/have been the tenant of residential property solely or jointly developed by Sun Hung Kai Properties Group. [See Note 1] To prove my tenancy, I submit copy of the relevant tenancy agreement for your examination.

☐ Current tenant

☐ Previous tenant

Note1: • Residential properties exclude car parking spaces, motor-cycle parking spaces or bicycle parking spaces within a residential development.

• For the purpose of this Application for Star Membership, the Club accepts a director of a corporate purchaser to be a buyer or tenant (as the case may be) if the relevant unit is purchased or leased (as the case may be) in the name of that corporate purchaser or corporate tenant.

Note 2: First hand buyer means the purchaser under a sale and purchase agreement made with Sun Hung Kai Properties Limited or any of its subsidiaries or associate companies as vendor.

Note 3: Second hand buyer means purchaser other than First hand buyer. Both first hand buyer and second hand buyer are regarded as SHKP property owner.

Note 4: The relevant documentary evidence* are copies of the followings showing the applicant is/was a buyer of SHKP residential property:

First Hand Buyer/Second Hand Buyer under personal name (At least one of the following has to be produced)

- Memorandum for sale or provisional agreement for sale and purchase
- Formal agreement for sale and purchase
- Assignment or Certificate of Real Estate Ownership
- Land Registry's land search record (type: historical and current)

First Hand Buyer/Second Hand Buyer under company name: (Showing the applicant is one of that company's directors)

- Copy of Form X/D2/AR1 of the Companies Registry or the Notice Filing from local Administration for Industry & Commerce in China; and at least one of the following has to be produced:
 - Memorandum for sale or provisional agreement for sale and purchase
 - Formal agreement for sale and purchase
 - Assignment or Certificate of Real Estate Ownership
 - Land Registry's land search record (type: historical and current)

* But excluding management fee deposit receipt, management fee receipt, and the like.

D20130524

Declaration

I confirm that I have read and understood the Terms and Conditions of Membership and agree to be bound by such Terms and Conditions of Membership and consent to the uses specified in the PICS therein, once I am admitted as a Member of SHKP Club. I also declare that all information supplied by me is true, correct and complete. I hereby authorize SHKP Club to verify my information supplied to you with any relevant party, and agree and authorize such relevant parties to disclose my information to SHKP Club. I agree that the personal information I have supplied in the form can be used for verifying my identity and Membership status in the future. I understand and agree that all documents supplied in connection with this application will not be returned, and upon request I shall supply original or such other documents to facilitate your scrutiny of this application.

PICS

Personal Information Collection Statement: Provision of all information required in the application is a prerequisite for the completion of the application procedure. Your personal data or related data submitted will be protected and will be used for the purpose of processing your application including the verification of the information provided by you and consideration of your eligibility to the membership. For such purpose, we may compare your personal information with all personal information concerning you previously provided to Sun Hung Kai Properties Limited, its subsidiaries or associated companies and by signing this application form you consent to this exercise. The personal data provided by you will only be disclosed or transferred to parties relevant and necessary for the purposes stated above. You have the right to request access to and correction of your personal data in accordance with the provisions of the Personal Data (Privacy) Ordinance (Cap.486). Any data access request or data correction request may be made to our Data Protection Officer at its office situated at 45/F., Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Tel. 2828 7878 Fax. 2827 8804 Email shkpclub@shkp.com).

Signature		Date: D/	M/	Y/
Staff Only	(/ /) (/ /)	No		
On-site Checking:		Copy		
Approve: <input type="checkbox"/> Accept				
<input type="checkbox"/> Reject				

Questionnaire

In order to cater to your needs & provide better services, our club would greatly appreciate it if you could complete the following questionnaire.

Please tick all that interest.

1. SHKP Related information
 1. ☐ SHKP properties
 2. ☐ SHKP Malls
 3. ☐ Hotels
 4. ☐ Insurance
 5. ☐ Telecommunications
 6. ☐ Others (please specify_____)
2. Life
 1. ☐ Current affairs
 2. ☐ Food & beverages
 3. ☐ Fashion
 4. ☐ Car/Driving
 7. ☐ Home design& decoration
 8. ☐ Home maintenance & cleaning
 9. ☐ Wealth management
 10. ☐ Parents
 6. ☐ Health Information
 12. ☐ Others (please specify_____)
3. Entertainment
 1. ☐ Pop music
 2. ☐ Movies
 3. ☐ Computer games
 4. ☐ Trend
 5. ☐ Quality living
 6. ☐ Gardening
 7. ☐ Travel
 8. ☐ Sports
 9. ☐ Cooking
 10. ☐ Pets
 11. ☐ Others (please specify_____)

Thank you!

D20130524

Terms & conditions of membership

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

MEMBERSHIP

The minimum age requirement for a Member is 18 years of age.

All applications for and renewals of Membership shall be subject to the approval of the Club, which it may approve or not at its absolute discretion and without giving any reason therefor.

Membership will be valid for an initial period of five years or such other period as the Club may specify and may be renewed for such period and in such manner at the absolute discretion of the Club. In particular and without prejudice to the generality of the foregoing, on renewal of Membership, Members shall upon request prove their eligibility to Membership to the Club's satisfaction and produce such documentary proof in support of the eligibility as the Club shall deem fit.

Members have no voting right as to the constitution, operation or management of the Club nor any right in or any claim over any assets of the Club.

Membership of the Club is non-transferable.

MEMBERSHIP CARD

Each Member will be issued a Membership card and a renewal Membership card (each, a "Card") by the Club upon acceptance of the Membership application and renewal of Membership. The Member must sign the Card immediately upon receiving the Card using the same signature as on the Application Form.

The Card remains at all times the property of the Club and the Club reserves the right at any time to revoke the Card and/or terminate the Membership of any Member without giving any reason therefor and to require the Card to be returned to the Club upon request.

The Card may only be used by the Member to whom the Card was issued and the Card is not transferable. The Card must be produced upon request as proof of Membership to enable the Member to enjoy the facilities and services offered to Members.

If the Card is lost, damaged or stolen, it should be reported immediately to the Club. A charge may be imposed by the Club for the issuance of a replacement Card.

FACILITIES AND SERVICES

Upon admission, Members will be eligible to receive and enjoy the facilities and services provided or procured by the Club subject to the Club's invitation and any specific terms and conditions which may be imposed by the Club in relation to such facilities and services. Invitation to Members shall be at the absolute discretion of the Club.

The Club shall have the right to provide facilities and services to different kinds of Members subject to different terms and conditions at its absolute discretion.

The Club shall have the right, at any time at its absolute discretion without giving any notice or reason to Members, to terminate the operation, provision and/or availability of any facility or service.

The Club shall not be responsible for the refusal of any persons including any merchants or stores to honour the Card nor shall it be responsible in any way for the goods and/or services supplied by them to any Member.

No Member shall make use of the Club or the facilities, services, information or documents provided or procured by the Club for any commercial, immoral or illegal purposes.

THE CLUB'S RESPONSIBILITIES

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

REIMBURSEMENT OF COST BY MEMBER

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

AMENDMENT OF TERMS AND CONDITIONS

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

RESIGNATION

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

EXPULSION OF MEMBERS

The Club may, if it considers that any Member has conducted himself/herself in any way injurious to the Club or prejudicing the interests of the Club or has committed any breach of these Terms and Conditions, expel the Member from Membership of the Club and the decision of the Club shall be final and conclusive.

A Member who has been expelled from the Club shall cease to have any rights, benefits or privileges of Membership and any rights to enjoy the facilities and services provided or procured by the Club and shall immediately, upon receipt of the notice of expulsion, surrender to the Club his/her Card.

TERMINATION OF OPERATION OF THE CLUB

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

PERSONAL INFORMATION COLLECTION STATEMENT

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

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

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

Use of Information in Direct Marketing: We intend to use all information provided by you in your application including your name, contact details and all other information which may assist us to understand the goods and services which you were/might be interested in, for delivering the aforesaid information and conducting direct marketing including products, services, advice and subjects in relation to the followings: Hong Kong and worldwide properties including residential, offices, commercial and industrial buildings, shops, hotels, shopping malls and the events therein, property management, construction, insurance, financial services, telecommunication, information technology, transport infrastructure operations and management, port business, transport and logistics, waste management, educational, recruitment, reward/loyalty/privilege programmes, corporate social responsibility activities, charitable and non-profitable causes. We also intend to, and in this regard you consent to, transfer and provide the abovementioned information to the subsidiary and/or associated companies of the Group and the service providers through whom the Group's products, facilities, services, privileges, benefits or advantages are provided inside and outside Hong Kong for the said purpose. We may not so use or provide the said information unless we have received your consent. Your consent may be communicated to us without charge by filling in, signing and returning the declaration in the application form or by writing to our Data Protection Officer.

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

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

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

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

APPLICABLE LAW

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

GOVERNING VERSION

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

[Revised in March 2013]

Keep Money Laundering Away

Lawyers and Public to Play Key Roles

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

For Individuals

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

For Corporations

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

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

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

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

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

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

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

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



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

Frequently Asked Questions

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

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

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

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

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

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

What is meant by suspicious transaction?

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

- A secretive entity
- Unusual instructions
- Unusual settlement requests

What if I do not want to disclose my information?

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

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

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

A secretive entity

Unusual instructions

Unusual settlement requests

Annex 11

附件 11

律師與市民齊參與 打擊清洗黑錢活動

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

個別人士

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

公司

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

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

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

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



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

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

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

常見問題

香港律師會為何要求律師向客戶索取有關身份證明及真實資料？

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，律師還需進一步索取其他資料嗎？

律師將根據交易性質進行查證工作。例如辦理樓宇買賣時，律師可能提出以下問題：

- 交易目的為何？

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

如果是較複雜或金額不尋常的交易，客戶可能需要提供進一步資料。

何謂「可疑交易」？

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

- 身份不明
- 不尋常的指示
- 不尋常的結算要求

我可否拒絕提供資料？

假如客戶未能提供所需資料，律師可能會拒絕或停止為該客戶服務。

律師將如何處理我所提供的資料？資料會否保密？會否轉交第三者？

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

身份不明 ☒

不尋常的指示 ☐

不尋常的結算要求 ☐



你我攜手為香港把關 Gatekeeping for HKSAR

配合香港履行打擊清洗黑錢之國際責任
你的支持不可少

Your Support is Crucial to Hong Kong Fulfilling
International Obligations on Anti-Money Laundering



形薈
LIME GALA

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

第 I 部份
Part I

1. 賣方將就購買該物業向買方提供以下第 II 部份所列該支付辦法相關的贈品、財務優惠或利益。
The relevant gifts, financial advantage or benefits of the payment plan set out in Part II below will be made available by the Vendor to the Purchaser in connection with the purchase of the Property.
2. 如正式合約因任何原因終止或取消，則賣方提供贈品、財務優惠或利益的協議將無效。
The Vendor's agreement to provide the gifts, financial advantage or benefits shall cease to have any force or effect if the Agreement is/are terminated or cancelled for whatever reason.
3. 所有提供予買方的贈品、財務優惠或利益僅對買方有效，且買方無權向任何其它人仕出讓或以任何方式轉讓任何該等贈品、財務優惠或利益。賣方有絕對酌情權決定買方是否符合資格可獲得該等贈品、財務優惠或利益。賣方亦保留解釋該等贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。
All the gifts, or financial advantage or benefits to be made available to the Purchaser are personal to the Purchaser and the Purchaser shall have no right to assign or otherwise transfer the same to any other person. The Vendor has absolute discretion in deciding whether the Purchaser is entitled to those gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those gift, financial advantage or benefit. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.
4. 根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠（如有）；而有關還款能力之要求（包括但不限於供款與入息比率之上限）將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。
According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the Purchaser in connection with the purchase of a residential property will be deducted from the purchase price when calculating the loan-to-value ratio by the bank and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.
5. 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.
6. 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.

第 II 部份
Part II

1. 貸款優惠
Loan Offers

買方可向指定財務機構申請以下其中一項貸款：

The Purchaser may apply for ONLY ONE of the following loans from the designated financing company:

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

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

- (i) 買方必須於正式合約內訂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 date of completion of sale and purchase of the Property as specified in the Agreement.

- (ii) 第一按揭貸款的最高金額為樓價的 80%，惟貸款金額不可超過應繳付之樓價餘額。有關按揭利率請參閱以下列表。

The maximum loan amount of the First Mortgage Loan shall be 80% of the purchase price, provided that the loan amount shall not exceed the balance of purchase price payable. The relevant interest rates are specified in the table below.

第一按揭貸款金額 The amount of the First Mortgage Loan	按揭利率 Interest rate
高於樓價的 70% 但不高於樓價的 80% Higher than 70% of the purchase price but not higher than 80% of the purchase price	首 24 個月之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減 2.35% p.a.，期後之按揭利率為港元最優惠利率加 1% p.a.，利率浮動。 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 2.35% p.a., thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation.
不高於樓價的 70% Not higher than 70% of the purchase price	首 24 個月之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減 2.85% p.a.，期後之按揭利率為港元最優惠利率加 1% p.a.，利率浮動。 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.

- (iii) 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.

- (iv) 第一按揭貸款以該物業之第一法定按揭作抵押。

The First Mortgage Loan shall be secured by a first legal mortgage over the Property.

- (v) 該物業只可供買方自住。
The Property shall only be self-occupied by the Purchaser.
- (vi) 第一按揭貸款年期最長為 25 年。
The maximum tenor of the First Mortgage Loan shall be 25 years.
- (vii) 買方須以按月分期償還第一按揭貸款。
The Purchaser shall repay the First Mortgage Loan by monthly instalments.
- (viii) 買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近 2 年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估。
The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any).
- (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代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第一按揭貸款的律師費用及代墊付費用。
All legal documents of First Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the First Mortgage Loan.
- (xii) 買方敬請向指定財務機構查詢有關第一按揭貸款用途及詳情。第一按揭貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the First Mortgage Loan. The approval, disapproval or the approved loan amount of the First Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement.
- (xiii) 第一按揭貸款受其他條款及細則約束。
The First Mortgage Loan is subject to other terms and conditions.
- (xiv) 賣方無給予或視之為已給予任何就第一按揭貸款之批核的陳述或保證。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the First Mortgage Loan.

- (b) **備用第二按揭貸款**(『第二按揭貸款』) (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 ("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))

- (i) 買方必須於正式合約內訂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 date of completion of sale and purchase of the Property as specified in the Agreement.

- (ii) 第二按揭貸款的最高金額為樓價的 25%，惟第一按揭貸款（由第一按揭銀行提供）及第二按揭貸款總金額不可超過樓價的 80%，或應繳付之樓價餘額，以較低者為準。有關按揭利率請參閱以下列表。

The maximum amount of the Second Mortgage Loan shall be 25% of the purchase price, provided that the total amount of first mortgage loan offered by the first mortgagee bank) and the Second Mortgage Loan shall not exceed 80% of the purchase price, or the balance of the purchase price payable, whichever is lower. The relevant interest rates are specified in the table below.

第二按揭貸款金額 The amount of the Second Mortgage Loan	按揭利率 Interest rate
高於樓價的 20% 但不高於樓價的 25% Higher than 20% of the purchase price but not higher than 25% of the purchase price	首 24 個月之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減 2.35% p.a.，期後之按揭利率為港元最優惠利率加 1% p.a.，利率浮動。 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 2.35% p.a., thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation.
不高於樓價的 20% Not higher than 20% of the purchase price	首 24 個月之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減 2.85% p.a.，期後之按揭利率為港元最優惠利率加 1% p.a.，利率浮動。 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.

- (iii) 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.

- (iv) 第二按揭貸款以該物業之法定按揭作抵押。
The Second Mortgage Loan shall be secured by a legal mortgage over the Property.
- (v) 該物業只可供買方自住。
The Property shall only be self-occupied by the Purchaser.
- (vi) 第二按揭貸款年期最長為 25 年，或第一按揭貸款(由第一按揭銀行提供)之年期，以較短者為準。
The maximum tenor of the Second Mortgage Loan shall be 25 years or the tenor of first mortgage loan (offered by the first mortgagee bank), whichever is shorter.
- (vii) 買方須以按月分期償還第二按揭貸款。
The Purchaser shall repay the Second Mortgage Loan by monthly instalments.
- (viii) 買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近 2 年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估。

The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any).

- (ix) 第一按揭銀行須為指定財務機構所指定及轉介之銀行，買方並且須得到該銀行同意辦理第二按揭貸款。
The first mortgagee bank shall be nominated and referred by the designated financing company and the Purchaser shall obtain consent from the first mortgagee bank to apply for the Second Mortgage Loan.
- (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代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第二按揭貸款的律師費用及代墊付費用。
All legal documents of the Second Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the Second Mortgage Loan.
- (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、批出貸款金額及其條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Second Mortgage Loan. The approval, disapproval or the approved loan amount of the Second Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement.
- (xiv) 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批核的陳述或保證。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the Second Mortgage Loan.

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

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

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

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

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

LIME GALA (形薈)
VINCENT T.K. CHEUNG, YAP & CO.

張葉司徒陳律師事務所
11/F, Central Building, 1-3 Pedder Street, Central, Hong Kong
香港中環畢打街 1-3 號中建大廈 11 樓

Tel : 2523 5022 / 2524 8011 Fax : 2861 2944 / 2537 1628

BOOKING HOTLINE 預約熱線 : 2532 2168 / 2523 5022

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

1. Preliminary Agreement for Sale and Purchase 臨時買賣合約
2. Identification Document(s) and Original Address Proof (e.g. utility bill or bank statement within the last 3 months)
身份證明文件及正本住址證明 (例如最近三個月之水電費單或銀行月結單)
3. Business Name Card 業務名片
4. Cashier Orders in favour of "VINCENT T.K. CHEUNG, YAP & CO." for payment of further deposit of purchase price and stamp duty 銀行本票抬頭請寫「張葉司徒陳律師事務所」，以支付樓價之加付訂金及印花稅
5. A cheque in favour of "VINCENT T.K. CHEUNG, YAP & CO." for payment of plan fee for the Formal Agreement for Sale and Purchase and disbursements/miscellaneous charges (details see table below) 支票抬頭請寫「張葉司徒陳律師事務所」，以支付買賣合約支出及雜項費用(請參閱收費表)

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

如買方為有限公司，亦請同時攜帶以下文件：

1. Memorandum & Articles of Association 公司章程
2. Certified copy of latest registers of directors and shareholders and annual return (e.g. Forms NC1/NNC1/NCIG/NNCIG/D2A/ND2A/AR1/NAR1) 最近期之董事及股東名冊認證副本及公司周年申報表的認證副本
3. Company Chop 公司膠印
4. Minutes for the purchase of the property 購買有關物業之公司會議紀錄
5. Certificate of Incorporation 公司註冊證書
6. Business Registration Certificate 商業登記證

Reminder 請注意:

1. Further deposit, part payment of purchase price and balance of purchase price shall be paid by way of CASHIER ORDER made payable to "VINCENT T.K. CHEUNG, YAP & CO.". Please retain bank's invoice for the said cashier order.
加付訂金、部份樓價及樓價餘款須以銀行本票支付，抬頭請寫「張葉司徒陳律師事務所」。請保留銀行就有關本票發出的收據。
2. Upon signing of the formal Agreement for Sale and Purchase, ad valorem stamp duty and buyer's stamp duty (if applicable) shall be paid by way of CASHIER ORDER made payable to "VINCENT T.K. CHEUNG, YAP & CO.". Please retain bank's invoice for the cashier order.
在簽署正式買賣合約時，買方須以銀行本票支付從價印花稅及買家印花稅(如適用)，本票抬頭請寫「張葉司徒陳律師事務所」。請保留銀行就有關本票發出的收據。
3. The table of charges in page 2 to page 4 of this document set out respectively the (a) legal costs, (b) disbursements and (c) other charges payable by a purchaser at different stages of the purchase (the table of charges are for reference only and are subject to final confirmation and adjustment):-
刊於本單張第二頁至第四頁的收費表載有買方於購買有關物業過程中須要支付的(a)律師收費、(b)須付支出及(c)須付雜項(有關收費表祇供參考之用並須作最後確認及調整為準) :-

PART I:	FORMAL AGREEMENT FOR SALE AND PURCHASE 正式買賣合約
PART II:	ASSIGNMENT 轉讓契約
PART IIIA:	FIRST EQUITABLE MORTGAGE AND/OR FIRST LEGAL MORTGAGE (if required) 第一樓花/現樓按揭契 (如適用)
PART IIIB:	SECOND EQUITABLE MORTGAGE AND/OR SECOND LEGAL MORTGAGE(if required) 第二樓花/現樓按揭契 (如適用)
PART IV:	OTHERS (if required) 其他文件(如適用)

Prospective purchaser please note that the disbursements and certain charges stated in the table of charges are payable by a purchaser irrespective of whether he is separately represented. Please contact our firm or consult your solicitors for details.
請留意買方無論是否聘用獨立律師，買方仍須要支付列於收費表的支出及部份雜項。有關詳情請可向本行或閣下的代表律師查詢。

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)

I. TYPE OF DOCUMENTS 文件種類	
FORMAL AGREEMENT FOR SALE AND PURCHASE 正式買賣合約	
(A) Legal Costs 律師收費	(B) Disbursements payable by Purchaser 買方須付支出
Payable by Purchaser see Note (a) 由買家支付 見備忘錄 (a)	1. Registration fee : \$210.00 登記費 : \$210.00 2. Plan fee for Agreement 買賣合約圖則費 :- Car Parking Space 車位 : \$200.00 Unit 單位 : \$300.00 35/F Penthouse 35/F 特式單位 : \$600.00 3. Stamp Duty and/or Buyer's Stamp Duty (please see calculation on pages 5 and 6) 印花稅及買家印花稅 (請參閱第五及第六頁之印花稅的計算方法)
	(C) Miscellaneous charges payable by Purchaser 買方須付雜項 1. Land search charges and miscellaneous charges : \$450.00 田土廳查冊費及其他雜費 : \$450.00 2. (a) Charges in preparing part of the certified copy title deeds (partly in the form of a CD-ROM and partly in hard copy) together with a certified copy of Senior Counsel's Opinion confirming the validity thereof: HK\$50,000.00 部份業權契據認證副本費用(部份以光碟形式及部份以複印文本存檔)連同資深大律師的法律意見書認證副本 : HK\$50,000.00 (b) Charges in preparing part of the certified copy charges of title deeds (all in hard copy): HK\$80,000.00 部份業權契據認證副本費用(全部以複印文本存檔) : HK\$80,000.00 3. Company search charges (Corporate Purchaser only) : \$200.00 公司查冊費 (只適用於公司買家) : \$200.00 4. Statutory Declaration (for exemption from (i) Buyer's Stamp Duty and/or (ii) new rates of Ad Valorem Stamp Duty) : \$800.00 each 法定聲明 (申請豁免(i)「買家印花稅」及/或(ii)按新的稅率徵收「從價印花稅」) : 每份 \$800.00 5. Costs on Account: \$3,000.00 (see note b) 預付律師費: \$3,000.00 (見備忘錄(b))
II. TYPE OF DOCUMENTS 文件種類	
ASSIGNMENT 轉讓契約	
(A) Legal Costs 律師收費	(B) Disbursements payable by Purchaser 買方須付支出
Payable by Purchaser see Note (a) 由買家支付 見備忘錄(a)	1. Registration fee : \$450.00 登記費 : \$450.00 2. Plan fee for Assignment 轉讓契圖則費 : Car Parking Space 車位 : \$1,000.00 Unit 單位 : \$1,200.00 35/F Penthouse 35/F 特式單位 : \$2,400.00 3. Stamp Duty : \$100.00 厘印費 : \$100.00
	(C) Miscellaneous charges payable by Purchaser 買方須付雜項 1. Land search charges and miscellaneous charges : \$450.00 田土廳查冊費及其他雜費 : \$450.00 2. Certified copies charges for remaining title deeds and documents : to be advised before completion 剩餘業權契據認證副本 : 成交前通知 3. Costs for preparing certified copy of Deed of Mutual Covenant and Management Agreement : to be advised before completion 大廈公契認證副本費 : 成交前通知 4. Company search charges (Corporate Purchaser only) : \$200.00 公司查冊費 (只適用於公司買家) : \$200.00 5. Board / Shareholders' Resolution (Corporate Purchaser only) : \$500.00 each 公司會議記錄 (只適用於公司買家) : 每份 \$500.00

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)

III. TYPE OF DOCUMENTS 文件種類		
(A) FIRST EQUITABLE MORTGAGE AND/OR FIRST LEGAL MORTGAGE		第一樓花/現樓按揭契
(B) SECOND EQUITABLE MORTGAGE AND/OR SECOND LEGAL MORTGAGE		第二樓花/現樓按揭契
IIIA FIRST EQUITABLE MORTGAGE (INCLUDING FIRST LEGAL MORTGAGE TO BE SIGNED ON COMPLETION) AND/OR FIRST LEGAL MORTGAGE ONLY 第一樓花按揭契(包括入伙時所簽的第一正式按揭契)及/或第一正式按揭契		
(A) Legal Costs 律師收費		(B) Disbursements payable by Purchaser 買方須付支出
Payable by Purchaser see Notes (c) & (d) 由買家支付 見備忘錄 (c) 及 (d)		1. Registration fee : \$450.00 each document 登記費：每份文件 \$450.00 2. Filing fee at Companies Registry (Corporate Purchaser only) : \$340.00 each document 公司註冊處按揭登記費（只適用於公司買家）：每份文件\$340.00 3. Adjudication fee for First Equitable Mortgage/First Mortgage (if applicable): \$ 50.00 each document 第一樓花按揭契及/或第一正式按揭裁定費（如適用）：每份文件\$50.00 4. Bankruptcy/winding up search fees : \$80.00 (each / time) 個人破產/公司清盤查冊費：\$80.00 (每人/每間公司每次)
<u>Loan Amount</u>		(C) Miscellaneous charges payable by Purchaser 買方須付雜項
(i) not exceeding \$5,000,000.00	\$5,000.00	1. Land search charges and miscellaneous charges : \$400.00 田土廳查冊費及其他雜費：\$400.00
(ii) between \$5,000,001.00 and \$7,500,000.00	\$7,000.00	2. Company search charges (Corporate Purchaser only) : \$200.00 公司查冊費(只適用於公司買家)：\$200.00
(iii) between \$7,500,001.00 and \$10,000,000.00	\$8,500.00	3. Board / Shareholders' Resolution (Corporate Purchaser only) : \$500.00 each 公司會議記錄（只適用於公司買家）：每份文件 \$500.00
(iv) over \$10,000,000.00	0.1% of Loan Amount	4. Particulars of Charge for filing at the Companies Registry for Corporate Purchaser : \$800.00 each 公司買家另須付按揭詳情（公司註冊處登記用）：每套 \$800.00
IIIB SECOND EQUITABLE MORTGAGE (INCLUDING SECOND LEGAL MORTGAGE TO BE SIGNED ON COMPLETION) AND/OR SECOND MORTGAGE ONLY 第二樓花按揭契(包括入伙時所簽的第二正式按揭契)及/或第二正式按揭契		
(A) Legal Costs 律師收費		(B) Disbursements payable by Purchaser 買方須付支出
Payable by Purchaser \$4,500.00 see Note (c) & (d) 由買家支付 見備忘錄 (c) 及 (d)		1. Registration fee : \$450.00 each document 登記費：每份文件 \$450.00 2. Filing fee at Companies Registry (Corporate Purchaser only) : \$340.00 each document 公司註冊處按揭登記費(只適用於公司買家)：每份文件\$340.00 3. Adjudication fee for Second Equitable Mortgage/Second Mortgage : \$50.00 each document 第二樓花按揭契及/或第二正式按揭裁定費：每份文件\$50.00 4. Bankruptcy/winding up search fees : \$80.00 (each / time) 個人破產/公司清盤查冊費：\$80.00 (每人/每間公司每次)
		(C) Miscellaneous charges payable by Purchaser 買方須付雜項
		1. Land search charges and miscellaneous charges : \$400.00 田土廳查冊費及其他雜費：\$400.00 2. Company search charges (Corporate Purchaser only) : \$200.00 公司查冊費(只適用於公司買家)：\$200.00 3. Board / Shareholders' Resolution (Corporate Purchaser only) : \$500.00 each 公司會議記錄（只適用於有限公司買家）：每份文件 \$500.00 4. Particulars of Charge for filing at the Companies Registry for Corporate Purchaser : \$800.00 each 公司買家另須付按揭詳情(公司註冊處登記用)：每套 \$800.00

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)

IV. TYPE OF DOCUMENTS 文件種類

OTHERS 其他文件

1. Guarantee for 1st Equitable Mortgage and/or 2nd Equitable Mortgage / 1st Mortgage and/or 2nd Mortgage : \$2,500.00 each
第一樓花按揭及/或第二樓花按揭擔保書 / 第一按揭及/或第二按揭擔保書 : 每份 \$2,500.00
2. Fees for advising potentially undue influenced party and preparing Acknowledgement of advice : \$1,500.00 each set
向可能受不正當影響的一方提供法律意見及擬備確認書費用 : 每套 \$1,500.00
3. Power of Attorney : \$2,500.00 each (exclusive of disbursements and incidental charges)
授權書 : 每份 \$2,500.00 (不包括支出/雜項費用)
4. Supplemental Agreement : \$2,500.00 each (exclusive of disbursements and incidental charges)
補充合約 : 每份 \$2,500.00 (不包括支出/雜項費用)
5. Cancellation Agreement : \$2,500.00 each (exclusive of disbursements and incidental charges)
取消合約 : 每份 \$2,500.00 (不包括支出/雜項費用)
6. For foreign Corporate Purchasers : (適用於海外公司買家)另加安排海外律師法律意見之費用
(a) fees for obtaining foreign lawyers' opinion : \$6,500.00
(b) obtaining up-to-date confirmation or opinion : \$1,500.00
(Remarks : Legal fees, charges and out-of-pocket expenses payable to foreign lawyers are not included)
(註 : 海外律師費及曾支付海外律師之支出費用等並不包括在內)

Note 備忘錄

- (a) If the Purchaser instructs the Vendor's solicitors to act for him in the purchase of the property, the Vendor shall bear such solicitors' legal costs in respect of the Formal Agreement for Sale and Purchase and the subsequent Assignment, exclusive of the legal costs in respect of any Guarantee and other security documents, other relevant legal documents and the disbursements and miscellaneous charges specified in items (B) and (C) of the Table of Charges, which shall be borne by Purchaser. If the Purchaser elects separate representation, the Purchaser shall bear his/its own legal costs as well as all disbursements and incidental charges. 如買方聘用賣方的律師代表他行事以購買有關單位, 賣方將承擔該律師在處理正式合約及其後之轉讓契之律師費用, 但不包括擔保與其他抵押文件及其他相關法律文件的律師費用及收費表 B 及 C 項所列之雜項費用, 該等費用由買家支付。如買方聘用自己選擇的律師, 買方須負責及繳付買方之律師費及一切有關支出及雜項費用。
- (b) The Purchaser shall pay a sum of HK\$3,000.00 being money on account for costs, disbursements and incidental charges upon signing of the Formal Agreement for Sale and Purchase. If the Purchaser shall instruct his own solicitors in completing the Assignment and/or the mortgage is not handled by the Vendor's Solicitors after signing of the Formal Agreement for Sale and Purchase, the said sum will be applied as payment for the legal 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港幣 3,000 元以作繳付日後律師費、支出及雜費之用。若買方在簽署正式買賣合約後, 另行聘代表律師處理樓契及/或按揭手續由另行律師處理, 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。
- (c) If it is necessary to act for potentially undue influenced party and prepare acknowledgement of advice, additional charges for giving advice and preparing acknowledgement of advice is HK\$1,500.00 for each set. 若需代表可能受不正當影響的一方及擬備確認書, 則另加提供法律意見及擬備確認書費用每套港幣 1,500 元。
- (d) Mortgage costs quoted are applicable only for preparation of one single simple security deed for financing the purchase. Preparation of additional security documents (including Rental Assignment, Share Mortgage/Share Charge, Subordination Agreement, Assignment of Loan, Loan Agreement, etc.) will be charged on time costs basis. Quotation of costs will be provided upon request. 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。

Note on Stamp Duty “印花稅須知”

A. Ad valorem Stamp Duty 從價印花稅稅率 (“AVD”)

Under Stamp Duty (Amendment) Ordinance 2018 gazetted on 19 January 2018, AVD at Scale 1 are divided into Part 1 (a flat rate of 15%) and Part 2 with effect from 5 November 2016: Part 1 of Scale 1 applies to instruments of residential property and Part 2 of Scale 1 applies to instruments of non-residential property. 根據於 2018 年 1 月 19 日刊憲的《2018 年印花稅(修訂)條例》，由 2016 年 11 月 5 日起，從價印花稅第 1 標準稅率分為第 1 部(稅率劃一為 15%)及第 2 部標準稅率。第 1 標準第 1 部稅率適用於住宅物業，而第 1 標準第 2 部稅率適用於非住宅物業。

The Stamp Duty (Amendment) Ordinance 2018 provides that any instruments of residential property executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to AVD at the rate under Part 1 of Scale 1, i.e. a flat rate of 15% of the consideration or value of the residential property, whichever is the higher. 《2018 年印花稅(修訂)條例》規定任何在 2016 年 11 月 5 日或以後簽立以買賣或轉讓住宅物業的文書，除獲豁免或另有規定外，均須按第 1 標準第 1 部稅率繳付「從價印花稅」，即稅率劃一為物業的售價或價值(以較高者為準)的 15%。

Under the Stamp Duty (Amendment) (No. 2) Ordinance 2018 gazetted on 20 April 2018, 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 AVD at the rate under Part 1 of Scale 1 – a flat rate of 15%, even if the purchaser/transferee 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. 根據於 2018 年 4 月 20 日刊憲的《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，即使買方或承讓方是代表自己行事的香港永久性居民，且他/她在取得有關住宅物業時，在香港沒有擁有任何其他住宅物業，若以一份文書取得多於 1 個住宅物業，均須按第 1 標準第 1 部稅率(劃一為 15%)繳納「從價印花稅」。

AVD Rate Part 1 of Scale 1 is as follows:-

「從價印花稅」第 1 標準第 1 部稅率如下：

Flat Rate on Consideration or value of the property 按物業售價或價值 (以較高者為準) 的劃一稅率
15%

Transactions which were specifically exempted or otherwise provided in the Stamp Duty Ordinance (such as a property is 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 or otherwise provided in the Stamp Duty Ordinance) will be subject to the AVD stamp calculated at Scale 2 Rates. 獲豁免或於印花稅條例另有規定的交易(例如該一個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或於印花稅條例另有規定)則按較低的「從價印花稅」稅率(第 2 標準)計算。

AVD stamp duty at Scale 2 Rates are as follows:

從價印花稅的第 2 標準稅率如下:-

Consideration or value of the property (whichever is the higher) 物業售價或價值 (以較高者為準)	Scale 2 Rates 稅率(第 2 標準)
Up to \$2,000,000	\$100
\$2,000,001 to \$2,351,760	\$100+10% of the excess over \$2,000,000
\$2,351,761 to \$3,000,000	1.50%
\$3,000,001 to \$3,290,320	\$45,000+10% of the excess over \$3,000,000
\$3,290,321 to \$4,000,000	2.25%
\$4,000,001 to \$4,428,570	\$90,000+10% of the excess over \$4,000,000
\$4,428,571 to \$6,000,000	3.00%
\$6,000,001 to \$6,720,000	\$180,000+10% of the excess over \$6,000,000
\$6,720,001 to \$20,000,000	3.75%
\$20,000,001 to \$21,739,120	\$750,000+10% of the excess over \$20,000,000
\$21,739,121 and above	4.25%

B. Buyer's Stamp Duty 買家印花稅 ("BSD")

With effect from 27 October 2012, unless specifically exempted, Buyer's Stamp Duty (BSD) is payable, on top of the AVD and SSD, on an agreement for sale or a conveyance on sale executed for the acquisition of any residential property. BSD is charged at 15% on the stated consideration or the market value of the property (whichever is the higher). 由 2012 年 10 月 27 日起，除非獲豁免，「買家印花稅」適用於在 2012 年 10 月 27 日或之後簽立的住宅物業買賣協議及售賣轉易契。「買家印花稅」是在「從價印花稅」及「額外印花稅」之上按物業交易的代價款額或物業市值(以較高者為準)的 15% 稅率計算。

BSD (where applicable) shall be paid within 30 days after the execution of the Preliminary Agreement for Sale and Purchase.

「買家印花稅」(如適用)須在臨時買賣合約簽立日期後 30 天內繳交。

C. Special Stamp Duty 額外印花稅 ("SSD")

With effect from 20 November 2010, any residential property acquired on or after 20 November 2010, either by an individual or a company (regardless of where it is incorporated), and resold within 24 months (the property was acquired on or after 20 November 2010 and before 27 October 2012) or 36 months (the property was acquired on or after 27 October 2012), will be subject to SSD. 由 2010 年 11 月 20 日起，任何以個人或公司(不論在何地註冊)名義，在 2010 年 11 月 20 日或以後取得住宅物業，並在取得後 24 個月內(物業是在 2010 年 11 月 20 日或之後至 2012 年 10 月 27 日前取得)或 36 個月內(物業是在 2012 年 10 月 27 日或之後取得)將其轉售，均須繳交「額外印花稅」。

SSD is calculated by reference to the stated consideration or the market value of the property (whichever is the higher), at the following rates for different holding periods of the property by the seller or transferor before disposal :-
「額外印花稅」是根據物業交易的代價款額或物業市值(以較高者為準)，按賣方或轉讓方轉售或轉讓前持有物業的不同持有期而定的稅率計算 :-

Holding period 持定期	The property was acquired on or after 20 November 2010 and before 27 October 2012 在 2010 年 11 月 20 日或之後至 2012 年 10 月 27 日前取得物業	The property was acquired on or after 27 October 2012 在 2012 年 10 月 27 日或之後取得物業
6 months or less 6 個月或以內	15%	20%
More than 6 months but for 12 months or less 超過 6 個月但在 12 個月或以內	10%	15%
More than 12 months but for 24 months or less 超過 12 個月但在 24 個月或以內	5%	10%
More than 24 months but for 36 months or less 超過 24 個月但在 36 個月或以內	N/A	10%

For details of the applicable exemptions to AVD, SSD and BSD, please visit the Inland Revenue Department website (www.ird.gov.hk). 有關「從價印花稅」、「額外印花稅」及「買家印花稅」適用的豁免詳情，請瀏覽稅務局網頁(www.ird.gov.hk)。

Part of the aforesaid information is extracted from the website of GOVHK and is intended for reference only. Please consult your solicitors regarding details of the payment of AVD, SSD and BSD.

部份上述資料節錄自香港政府一站通網頁，只作參考之用。有關「從價印花稅」、「額外印花稅」及「買家印花稅」之詳情，請向閣下律師查詢。