

TENDER DOCUMENT
招標文件

**INVITATION FOR PURCHASE OF PROPERTY
BY WAY OF PUBLIC TENDER**
公開招標承投購買物業

Tenders are invited for the purchase of the following property:-
現招標承投購買以下物業，即：

**House No. 2 of Rhein Avenue, Valais, Nos.28 & 33 Kwu Tung Road, Sheung Shui,
New Territories, Hong Kong**
香港新界上水古洞路 28 號及 33 號天巒萊茵河大道 2 號洋房

Tenders must be submitted during the Tender Period (as defined in the Tender Notice) to the Tender Box labelled “Public Tender for Valais” placed at **11/F, International Commerce Centre, No. 1 Austin Road West, Kowloon, Hong Kong** in a plain envelope and clearly marked “Submission of Tender Document No. 7 of Valais”.

在招標期間（定義見招標公告），投標書須放入普通信封內，信封面上清楚註明「天巒招標文件第 7 號的招標」，放入位於香港九龍柯士甸道西 1 號環球貿易廣場 11 樓擺放的標示為「天巒公開招標」的投標箱內。

Vendor: **Billion Great Investment Limited**
賣方： 兆興投資有限公司
45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong
香港港灣道 30 號新鴻基中心 45 樓

Vendor's solicitors: **Woo Kwan Lee & Lo**
賣方律師： 胡關李羅律師行
Room 2801, 28th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai,
Hong Kong
香港灣仔港灣道 30 號新鴻基中心 28 字樓 2801 室
Ms. Rita Tsang (Fax: 2827 6046)
曾美萍律師（傳真：2827 6046）

Vendor's agent: **Sun Hung Kai Real Estate Agency Limited**
賣方代理人： 新鴻基地產代理有限公司
45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong
香港港灣道 30 號新鴻基中心 45 樓
Enquiry Hotline: 3119 0008
查詢熱線：3119 0008

CONTENTS
目錄

	Page 頁次
PART 1 第 1 部份	1-6
: TENDER NOTICE 招標公告	
PART 2 第 2 部份	7-16
: CONDITIONS OF SALE 出售條款	
PART 3 第 3 部份	17-27
: OFFER FORM 要約表格	
ANNEX 附件	

PART 1: TENDER NOTICE

第 1 部份：招標公告

1. Definitions 定義

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

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：

“Acceptance Period” 「承約期間」	means the period between the commencement date of submission of tender and the date which is the third working day after the closing of tender (both dates inclusive). 指由遞交投標書的首日至招標截止日期後的第 3 個工作日（包括首尾兩日）。
“Agreement” 「正式合約」	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 3 of the Conditions of Sale. 指賣方與買方根據出售條款第 3 條擬簽訂的該物業的正式買賣合約。
“Conditions of Sale” 「出售條款」	means the Conditions of Sale set out in Part 2 of this Tender Document. 指本招標文件第 2 部份的出售條款。
“Letter of Acceptance” 「接納書」	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice. 指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知。
“Offer Form” 「要約表格」	means the Offer Form set out in Part 3 of this Tender Document. 指本招標文件第 3 部份的要約表格。
“Property” 「該物業」	means House No. 2 of Rhein Avenue, Valais, Nos. 28 & 33 Kwu Tung Road, Sheung Shui, New Territories, Hong Kong. 指香港新界上水古洞路 28 號及 33 號天巒萊茵河大道 2 號洋房。
“purchase price” 「樓價」	means the purchase price specified in the Offer Form. 指要約表格中訂明的樓價。
“Purchaser” 「買方」	means the successful Tenderer whose tender in respect of the Property is accepted by the Vendor. 指中標者，其對該物業的投標書獲得賣方接納。
“Sales Arrangements” 「銷售安排」	means Information on Sales Arrangements No. 6 issued by the Vendor for the Development (as the same may be revised by the Vendor from time to time); 指賣方發出的發展項目的銷售安排資料第 6 號（及賣方不時對其作出的修改）；

<p>“Tender Closing Date” 「招標截止日期」</p>	<p>means the closing date and time of tender as set out in the Sales Arrangements; 指載於銷售安排的招標截止日期及時間；</p>
<p>“Tender Commencement Date” 「招標開始日期」</p>	<p>means the commencement date and time of tender as set out in the Sales Arrangements; 指載於銷售安排的招標開始日期及時間；</p>
<p>“Tender Document” 「招標文件」</p>	<p>means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Annex). 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）。</p>
<p>“Tender Notice” 「招標公告」</p>	<p>means the Tender Notice set out in Part 1 of this Tender Document. 指本招標文件第 1 部份的招標公告。</p>
<p>“Tender Period” 「招標期間」</p>	<p>means the period between the Tender Commencement Date and Tender Closing Date; 指招標開始日期至招標截止日期的期間；</p>
<p>“Tenderer” 「投標者」</p>	<p>means the person who is specified in the Offer Form as the tenderer. 指要約表格中訂明為投標者的人士。</p>
<p>“Vendor” 「賣方」</p>	<p>means Billion Great Investment Limited. 指兆興投資有限公司。</p>
<p>“Vendor’s solicitors” 「賣方律師」</p>	<p>means Woo Kwan Lee & Lo. 指胡關李羅律師行。</p>

2. Procedures of Tender **招標程序**

- 2.1 The Vendor invites tenders for the purchase of the Property on the terms and conditions contained in this Tender Document.
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 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.
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 The Vendor reserves the right to, at any time before the Tender Closing Date, accept any tender submitted.
賣方保留權利在招標截止日期之前的任何時間接受任何已遞交之投標書。
- 2.4 The Vendor also reserves the right, at any time before acceptance of a tender, to withdraw the Property from sale or to sell or dispose of the Property or any part of it to any person by any method (including without limitation private treaty, tender and auction).
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 The Vendor reserves the right to adjust the Tender Closing Date. Any adjustment of the Tender Closing Date will be posted at 11/F, International Commerce Centre, No. 1 Austin Road West, Kowloon, Hong Kong. The Vendor is not obliged to separately notify the Tenderers of such adjustment.

賣方保留權利更改招標截止日期。任何更改招標截止日期的通知會張貼於香港九龍柯士甸道西 1 號環球貿易廣場 11 樓。賣方無須就更改招標截止日期另行通知投標者。

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

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 A tender must be:-

投標書必須：

(a) made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) duly completed and signed;

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）；

(b) accompanied with the following documents:-

連同以下文件：

(i) Cashier order(s)

銀行本票

One or more cashier order(s) in the amount of 5% of the purchase price and made payable to "WOO KWAN LEE & LO" issued by a bank duly licensed under section 16 of the Banking Ordinance.

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) Tenderer's identification document

投標者的身份證明文件

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

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。

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

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

(iii) Intermediary's licence (if applicable)

中介人的牌照（如適用）

Copy of licence of the estate agent appointed by Tenderer.

投標者委託的地產經紀的牌照複印本。

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

由投標者填妥並簽署的附件的文件

- (1) Agreement plan
正式合約圖則
- (2) Warning to Purchasers
對買方的警告
- (3) Vendor's Information Form
賣方資料表格
- (4) Personal Information Collection Statement
個人資料收集聲明
- (5) Letter Regarding Stamp Duty Cash Rebate
關於印花稅現金回贈的信件
- (6) Acknowledgement Letter Regarding Stamp Duty
關於印花稅的確認書
- (7) Acknowledgement Letter Regarding Viewing of Property
關於參觀物業的確認信

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

請不要於本第(iv)分段所述的任何文件內填上日期。

- (c) enclosed in a sealed plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope **“Submission of Tender Document No. 7 of Valais”**; and 放入普通信封內，信封面上寫明賣方收啓，並清楚註明「**天巒招標文件第 7 號的招標**」；及
- (d) placed in the Tender Box labelled **“Public Tender For Valais”** placed at 11/F, International Commerce Centre, No. 1 Austin Road West, Kowloon, Hong Kong during the Tender Period:
於招標期間放入位於香港九龍柯士甸道西 1 號環球貿易廣場 11 樓擺放的標示為「**天巒公開招標**」的投標箱內：

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

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

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

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

- 2.9 (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal. The Vendor does not accept any person to act as an agent, attorney, nominee, representative, trustee of the Tenderer, save and except as permitted under clause 16 of the Conditions of Sale.

投標者須親身簽署要約表格及其他文件（如投標者為公司，須由其董事簽署），並視作為主事人。除出售條款第 16 條另有批准外，賣方不接受任何人以代理人、獲授權人、被提名人、代表、信託人身份代表投標者行事。

(b) 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.

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

要約表格中指定的香港通訊地址將會是收取接受投標書信函及退回銀行本票的地址。

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

作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間隨時接納投標。投標書根據本招標文件的程序一經遞交，投標者即不可撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。

(b) 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.

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. Acceptance of Tender **接受投標**

3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Property.
投標書如獲接納，中標者即成為該物業之買方。

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.

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

3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor’s solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for inspection during the Tender Period at 11/F, International Commerce Centre, No. 1 Austin Road West, Kowloon, Hong Kong. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same

without amendments.

在接納書的日期後的5個工作日內，買方應簽署由賣方律師擬備的標準格式的正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於招標期間在香港九龍柯士甸道西1號環球貿易廣場11樓審閱。為免疑問，買方被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。

4. Miscellaneous 其他事項

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

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

- 4.2 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.

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 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.

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 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.

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。

[End of Part 1: Tender Notice]
[第1部份：招標公告完]

PART 2: CONDITIONS OF SALE

第 2 部分：出售條款

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

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：

“Development”

「發展項目」

means Valais.

指天巒。

“this Preliminary Agreement”

「本臨時合約」

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.

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. 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.

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

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

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) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.

由賣方於接納書的日期之後的第 8 個工作日或之前簽立。

4. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.

須就本臨時合約、正式合約及轉讓契支付的從價印花稅（如有的話），由買方承擔。

5. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.

須就本臨時合約、正式合約及轉讓契支付的額外印花稅（如有的話），由買方承擔。

6. The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholders.

買方支付的臨時訂金，須由賣方律師作為保證金保存人而持有。

7. The Purchaser shall attend the office of the Vendor's solicitors together with the Tender Document and the Letter of Acceptance within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor's solicitors without amendment; (ii) to pay the sum as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement as set out in clause 18.
買方須於接納書的日期之後的5個工作日內攜帶招標文件及接納書到賣方律師的辦事處辦理下列手續（按：必須嚴守所訂日期。）：(i)簽署賣方代表律師所訂定之標準正式合約；(ii)在簽署正式合約之同時交付正式合約上列明應付之款項；及(iii)同時交付第18條所載就正式合約應付之所有印花稅。
8. If the Purchaser fails to execute the Agreement within 5 working days after the date of the Letter of Acceptance:-
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) this Preliminary Agreement is terminated;
本臨時合約即終止；
 - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
買方支付的臨時訂金，即被沒收歸於賣方；及
 - (c) the Vendor does not have any further claim against the Purchaser for the failure.
賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
9. The Purchaser will be required to covenant with the Vendor in the Agreement to the effect that in the event the Purchaser sub-sells the Property or transfer the benefit of the Agreement in any manner whatsoever before the completion of the sale and purchase of the Property, the Purchaser shall require each sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whosoever (i) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including but not limited to identity card numbers and full addresses) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration and including but not limited to any commission, reservation or agency fees or any other amount which has been paid or given to any intermediate transaction in addition to the consideration payable to the Vendor for the purchase of the Property, and (ii) to procure from any subsequent sub-purchaser or other transferee whomsoever or new purchaser a covenant in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement to the same effect as sub-clause (i) above.
買方須與賣方在正式合約中訂明，若買方轉售該物業或將正式合約權益轉讓予第三者，則每個轉購人、受贈人、獲提名人、受益人、代辦人或其他承讓人(i)在以後的轉售合約中列明所有確認人、獲提名人及其他買、賣該物業或任何相關利益人仕的詳細資料（包括但不限於身份証號碼及地址），及全數金額或其他代價，包括但不限於任何佣金、訂購或代理費用、或任何在其間交易所需繳付予任何人仕的款項，及(ii)在以後的轉售合約中訂明，或在其他合約中加上有約束力的條文，致使每個轉購人或其他承讓人或新買家履行第(i)分條中的責任。
10. The measurements of the Property are as set out in the attached Schedule 1.
該物業的量度尺寸載列於附表1。
11. The sale and purchase of the Property includes the fittings, finishes and appliances as set out in the attached Schedule 2.
該物業的買賣包括的裝置、裝修物料及設備載列於附表2。

12. 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.
在不損害《物業轉易及財產條例》（第 219 章）第 13 條和第 13A 條的原則下，賣方不得限制買方依據法律就業權提出要求或反對的權利。
13. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 14 and fully understands its contents.
買方確認已收到第 14 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。
14. For the purposes of clause 13, the following is the "Warning to Purchasers":-
就上述第 13 條而言，「對買方的警告」內容如下—
- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
 - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
 - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現**建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
 - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
 - (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
15. This Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.
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士訂立任何正式合約，亦無權將本臨時合約的利益轉讓予第三方。

16. 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.
賣方並不接受買方的任何授權人、受托人或獲提名人代替買方本人簽署正式合約，除非該人為指定之獲授權人（但其授權不能有任何授權他人代替之權力）而其授權乃為指定權限並只限於以買方名義及代買方簽署正式合約。
17. 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.
若買方亦聘用賣方之律師行為買方在本物業買賣之代表律師，賣方將承擔該律師行在處理正式合約及其後買方受益的轉讓契之法律費用。若買方選擇另聘律師代表其買入本物業，則買賣雙方須各自負責其在有關正式合約及其後之轉讓契之法律費用。買方律師有關處理、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的律師費用及雜項費用，全部由買方負責及支付。
18. 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.
有關本臨時合約及／或正式合約及／或轉讓契之所有印花稅（包括但不限於根據香港法例第 117 章《印花稅條例》可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅），一概由買方負責支付。
19. 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.
一切圖則費用、有關業權之契約之認證副本包括圖則之費用、查冊費、註冊費及其他支出款項均須由買方承擔。一切有關本物業按揭之法律費用及其他支出，均由買方負責。
20. 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.
如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
21. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
買方如有更改地址或電話，須以書面通知賣方。
22. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
本物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。

23. Time shall in every respect be of the essence of this Preliminary Agreement.
買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
24. The Purchaser shall before delivery of vacant possession of the Property by the Vendor pay to the Manager or the Vendor all management fee deposit, capital funds, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the Deed of Mutual Covenant and Management Agreement and the Purchaser shall reimburse the Vendor for all payment including without limiting to all utilities deposits already paid by the Vendor in respect of the Property.
買方須在賣方交吉本物業予買方時繳付管理人或賣方一切管理費按金、設備基金、泥頭清理費、預繳管理費及其他根據大廈公契規定可收取之其他按金及費用，買方並須償還賣方代本物業已支付的所有費用包括但不限於水電煤按金。
25. In this Preliminary Agreement:-
在本臨時合約中—
- (a) “**saleable area**” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance;
「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) “**working day**” has the meaning given by section 2(1) of that Ordinance.
「工作日」具有該條例第 2(1)條給予該詞的涵義；
- (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
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) 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.
附表 1 載列之每個單位的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。
26. (a) 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. 賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》（第 623 章）（『**該條例**』）強制執行本臨時合約下任何條款，並且同意排除該條例對本合約的適用，惟受以下第(b)款及第(c)款的規定限制。
- (b) 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).
本條第(a)款只適用於以下情況而本合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》（第 621 章）的情況下。

- (c) 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:-
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) 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
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) 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.
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。

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

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

Property: House No. 2 of Rhein Avenue, Valais, Nos.28 & 33 Kwu Tung Road, Sheung Shui, New Territories, Hong Kong
該物業: 香港新界上水古洞路 28 號及 33 號天巒萊茵河大道 2 號洋房

(a) the saleable area of the Property is 該物業的實用面積為	377.599	square metres/ 平方米／	4064	square feet of which— 平方呎，其中—
	7.937	square metres/ 平方米／	85	square feet is the floor area of the balcony; 平方呎為露台的樓面面積；
	* XXX	square metres/ 平方米／	XXX	square feet is the floor area of the utility platform; 平方呎為工作平台的樓面面積；
	* XXX	square metres/ 平方米／	XXX	square feet is the floor area of the verandah; and 平方呎為陽台的樓面面積；及
(b) other measurements are— 其他量度尺寸為—				
* the area of the air-conditioning plant room is 空調機房的面積為	XXX	square metres/ 平方米／	XXX	square feet; 平方呎；
* the area of the bay window is 窗台的面積為	XXX	square metres/ 平方米／	XXX	square feet; 平方呎；
* the area of the cockloft is 閣樓的面積為	XXX	square metres/ 平方米／	XXX	square feet; 平方呎；
* the area of the flat roof is 平台的面積為	XXX	square metres/ 平方米／	XXX	square feet; 平方呎；
* the area of the garden is 花園的面積為	475.938	square metres/ 平方米／	5123	square feet; 平方呎；
* the area of the parking space is 停車位的面積為	42.642	square metres/ 平方米／	459	square feet; 平方呎；
* the area of the roof is 天台的面積為	100.149	square metres/ 平方米／	1078	square feet; 平方呎；
* the area of the stairhood is 梯屋的面積為	XXX	square metres/ 平方米／	XXX	square feet; 平方呎；
* the area of the terrace is 前庭的面積為	53.140	square metres/ 平方米／	572	square feet; 平方呎；
* the area of the yard is 庭院的面積為	XXX	square metres/ 平方米／	XXX	square feet; 平方呎；

* Delete as appropriate
將不適用者刪去

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

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

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

Door –
門

Master Bathroom Door

主浴室門

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

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

伯恩大道 1 號洋房：雙掩橡木面空心木門、門框及封口線，裝有門鎖。

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

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

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

庫爾大道 2 號洋房：裝有金屬門框亞加力膠趟門。

Kitchen Door

廚房門

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

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

For Bern Avenue House no. 1:

伯恩大道 1 號洋房：

No kitchen door is provided.

不設廚房門。

For Chur Avenue House no. 2:

庫爾大道 2 號洋房：

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

裝有髹上油漆的實心木門、木門框及封口線，並裝有氣鼓。

Doors to Terrace, Garden and Balcony

門進出前庭、花園及露台

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

玻璃門配以鋁門框，裝有門鎖。

Door to Roof

門進出天台

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

玻璃門配以鋁門框，裝有門鎖。

Bathroom –
浴室

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

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

For Bern Avenue House No. 1:

伯恩大道 1 號洋房：

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

石膏板假天花髹乳膠漆及鋁質天花。

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

裝設天然石材枱面，木製儲物櫃及玻璃鏡。

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

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

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

[End of Part 2: Conditions of Sale]
[第 2 部分：出售條款完]

PART 3: OFFER FORM

第 3 部份：要約表格

(To be completed by the Tenderer)

(由投標者填寫)

To: **The Vendor**

致： **賣方**

1. Offer
要約

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.

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. Binding agreement if offer is accepted

如要約獲接納將構成有效協議

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.

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. Address for receipt of Letter of Acceptance

收取接納書的地址

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

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. Declarations, representations and warranties

聲明、陳述及保證

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

本人／我們現向賣方聲明、陳述及保證如下：

(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.**

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) 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.

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

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）。

Schedule to the Offer Form
要約表格的附表

(To be completed by the Tenderer)
 (由投標者填寫)

<i>Section 1-Particulars of the Tenderer</i> 第1節-投標者的資料			
Name 名稱			
ID No./Passport No./BR No. 身份證／護照／商業登記證號碼			
Address/Registered office 地址／註冊辦事處 (請以英文填寫)			
Hong Kong Correspondence address (if different from above) 香港通訊地址 (如與上面不同)			
Contact details 聯絡資料	Name 聯絡人		
	Telephone 電話		Fax 傳真

<i>Section 2-Purchase price</i> 第2節-樓價			
Purchase price (HK\$) 樓價 (港幣)			
Cashier order 銀行本票	Amount (HK\$) 金額 (港幣)	Bank 銀行	Cashier order no. 本票編號

Section 3–Payment plan

第3節–支付辦法

(TD1) 480 Days Payment Plan

(TD1) 480 日付款計劃

Part I Terms of Payment

第一部份 支付條款

The purchase price of the Property shall be paid by the Purchaser to the Vendor in the manner as follows:

本物業的樓價須由買方按以下方式支付予賣方：

- 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).
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。
- A further deposit equivalent to 5% of the purchase price shall be paid within 30 days after the date of Letter of Acceptance.
加付訂金即樓價 5% 於接納書的日期後 30 日內繳付。
- 5% of the purchase price shall be paid within 120 days after the date of Letter of Acceptance.
樓價 5% 於接納書的日期後 120 日內繳付。
- 5% of the purchase price shall be paid within 300 days after the date of Letter of Acceptance.
樓價 5% 於接納書的日期後 300 日內繳付。
- 80% of the purchase price (balance of purchase price) shall be paid within 480 days after the date of Letter of Acceptance.
樓價 80%（樓價餘額）於接納書的日期後 480 日內 繳付。

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

註：成交日不可早於接納書的日期後 90 日。

Part II List of gifts, financial advantage or benefits (Please see Annex 8 for details)
第 II 部分 贈品、財務優惠或利益的列表（詳情請參閱附件 8）

1. Stamp Duty Offer(s)
印花稅優惠

(a) Stamp Duty Cash Rebate
印花稅現金回贈

Amount of the Stamp Duty Cash Rebate shall be equal to: († *Please tick one only*)
印花稅現金回贈的金額相等於：（†請剔其中一項）

† **10.5%** of the purchase price; or
樓價的 **10.5%**；或

† **2.975%** of the purchase price; or
樓價的 **2.975%**；或

† **Without Stamp Duty Cash Rebate.**
沒有印花稅現金回贈。

(If the Tenderer does not specify the amount, the Tenderer will be deemed to have irrevocably selected “**Without Stamp Duty Cash Rebate**”.)
(如投標者沒有指明金額，投標者將被視為不可撤銷地選擇『**沒有印花稅現金回贈**』。)

(b) Stamp Duty Transitional Loan (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s), and does not select “**Without Stamp Duty Cash Rebate**”)

印花稅過渡性貸款（只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人，並不選擇『**沒有印花稅現金回贈**』）

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

（注意：買方須於接納書的日期後 2 個工作日內申請印花稅過渡性貸款）

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

3. Loan Offer
貸款優惠

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

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

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

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

Section 4–Declaration regarding ad valorem stamp duty and buyer's stamp duty
第 4 節–有關從價印花稅及買家印花稅的聲明

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

- (a) I am/We are [subject to/ not subject to] the buyer's stamp duty;
本人/吾等[須/毋須]繳付買家印花稅；
- (b) The following ad valorem stamp duty is applicable to my/our purchase of the Property:
下列的從價印花稅稅率適用於本人/吾等購買的該物業：
- * Higher rate of ad valorem stamp duty at the new rate of 15%;
以 15% 新稅率計算的較高稅率的從價印花稅；
 - * Lower rate of ad valorem stamp duty at Scale 2 rates;
以第 2 標準稅率計算的較低稅率的從價印花稅；
- (c) I am/each of us is acquiring the Property [on my own behalf and not on behalf of any other person(s)/ on behalf of other person(s)].
本人/吾等各人在購入該物業時是[代表自己行事及並不代表任何其他人/代表他人行事]。

I/We hereby confirm and declare that, notwithstanding anything contained in the Tender Document, if the declaration made under this Section 4 is incorrect, inaccurate or misleading, the Vendor's designated financing company is entitled, at its sole and absolute discretion, to adjust the amount of the Stamp Duty Transitional Loan (if any) provided to me/us in accordance with Section 3 of this Offer Form or to reject my/our application for the Stamp Duty Transitional Loan.

本人/我們確認，不論招標文件所載的任何規定，如本人/我們於本第 4 節的聲明並不真確、不準確或具有誤導成份，賣方指定財務機構有絕對酌情權決定調整根據本要約表格第 3 節向本人/我們提供的印花稅過渡性貸款(如有)的金額或拒絕本人/我們的印花稅過渡性貸款的申請。

Section 5–Intermediary (if any)
第5節–中介人（如有）

Name of sales person 地產代理姓名	
EA Licence No. 地產代理牌照號碼	
Estate agency 公司名稱	
Contact No. 聯絡電話	

Declaration regarding Intermediary (applicable only if an Intermediary is specified)
關於中介人的聲明（僅於有指明中介人時適用）

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.

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。

Section 6–Viewing of the Property (Please tick either one)
第6節–參觀物業（請剔其中一項）

- The Vendor has made the Property available for viewing by me/us and I/we have viewed the Property.
 賣方已開放物業供本人／我們參觀及本人／我們已參觀物業。
- I/We understand that I/we have the right to view the Property before submission of the tender and the Vendor has made the Property available for viewing by me/us, however, I/we have decided not to do so.
 本人／我們明白本人／我們有權於遞交投標書之前參觀物業及賣方已開放物業供本人／我們參觀，但本人／我們決定不參觀物業。

Section 7–Declaration of relationship with the Vendor (Please tick as appropriate)*
*第 7 節–與賣方關係的聲明 (*請剔適用者)*

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).

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」。

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

(如有以下情況,某人即屬賣方的「有關連人士」:

- (a) a director of the Vendor, or a parent, spouse or child of such a director;*
該人是賣方的董事,或該董事的父母、配偶或子女;
- (b) a manager of the Vendor;*
該人是賣方的經理;
- (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;*
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) an associate corporation or holding company of the Vendor;*
該人是賣方的有聯繫法團或控權公司;
- (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or*
該人是上述有聯繫法團或控權公司的董事,或該董事的父母、配偶或子女;或
- (f) a manager of such an associate corporation or holding company.*
該人是上述有聯繫法團或控權公司的經理。

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

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。)

Section 8–Submission checklist
第 8 節–遞交清單

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

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. **Tender Document with the Offer Form duly completed and signed**
招標文件及要約表格已填妥及簽署
2. **Cashier order(s)**
銀行本票
3. **Tenderer's identification document**
投標者的身份證明文件
4. **Intermediary's licence (if applicable)**
中介人的牌照（如適用）
5. **Documents in Annex, duly signed and completed by the Tenderer:**
由投標者填妥並簽署的附件的文件：
 - (1) **Agreement plan**
正式合約圖則
 - (2) **Warning to Purchasers (undated)**
對買方的警告（未有填上日期）
 - (3) **Vendor's Information Form (undated)**
賣方資料表格（未有填上日期）
 - (4) **Personal Information Collection Statement (undated)**
個人資料收集聲明（未有填上日期）
 - (5) **Letter Regarding Stamp Duty Cash Rebate (undated)**
關於印花稅現金回贈的信件（未有填上日期）
 - (6) **Acknowledgement Letter Regarding Stamp Duty (undated)**
關於印花稅的確認書（未有填上日期）
 - (7) **Acknowledgement Letter Regarding Viewing of Property (undated)**
關於參觀物業的確認信（未有填上日期）

Section 9–Declaration regarding corporate Tenderer (not applicable to individual Tenderer)
第9節–關於公司投標者的聲明（不適用於個人投標者）

We declare and agree as follows:-
 我們聲明並同意如下：

1. The table below set out the particulars of all the current directors of the Tenderer as at the date of this Offer Form.
 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. All the procedures relating to the appointment as the Tenderer’s directors have been completed before the date of this Offer Form.
 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. If we are the successful Tenderer, except with the Vendor’s prior written approval, there shall be no change (including any reduction, increase, substitution or replacement) of any of the Tenderer’s directors for the period from (i) the date of the Offer Form to (ii) the date of the Agreement.
 如我們成為中標者，除非得到賣方事先書面同意，在本要約表格的日期至正式合約的日期，投標者的董事均不會有任何改變（包括減少、增加、取代或更換）。
4. 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.
 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. The Vendor may refuse to sell the Property to the Tenderer if there shall be any breach in the requirements in this Section.
 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。

Director(s) 董事		
	Name 名稱	Hong Kong Identity Card/Passport/B.R. No. 香港身份證／護照／商業登記證號碼
1.		
2.		
3.		
4.		
5.		

Section 10–Signature of the Tenderer and witness
第 10 節–投標者及見證人的簽署

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.

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。

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

(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。)

Signed by the Tenderer:
 投標者簽署：

Witnessed by:
 見證人簽署：

X

X

Name of the authorized signature (if the Tenderer is a company):
 獲授權人士的名稱（如投標者為公司）：

Name of the witness:
 見證人名稱：

Date:
 日期：

[End of Part 3: Offer Form]
 [第 3 部份：要約表格完]

[End of the Tender Document]
 [招標文件完]

Annex 附件

*(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.)*

(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。)

1. Agreement plan#
正式合約圖則#
2. Warning to Purchasers#
對買方的警告#
3. Vendor's Information Form#
賣方資料表格#
4. Personal Information Collection Statement#
個人資料收集聲明#
5. Letter Regarding Stamp Duty Cash Rebate#
關於印花稅現金回贈的信件#
6. Acknowledgement Letter Regarding Stamp Duty#
關於印花稅的確認書#
7. Acknowledgement Letter Regarding Viewing of Property#
關於參觀物業的確認信#
8. List of gifts, financial advantage or benefits
贈品、財務優惠或利益的列表
9. “No Money Laundering” Leaflet
「嚴禁清洗黑錢」宣傳單張

WARNING TO PURCHASERS
PLEASE READ CAREFULLY

對買方的警告
買方請小心閱讀

Vendor 賣方	Billion Great Investment Limited 兆興投資有限公司	
Address 地址	Valais 天巒 28 & 33 Kwu Tung Road, New Territories 新界古洞路 28 號及 33 號	
Property 本物業	Avenue/Boulevard 大道	House No. 洋房
	Rhein Avenue 萊茵河大道	House No. 2 2 號洋房
Purchaser(s) 買方		
I.D/Passport/B.R. No. 身份證／護照／商業登記證號碼		
Date 日期		

- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
- (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
- (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
- (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

I/We acknowledge receipt of a copy of this warning and fully understand the contents thereof.
我／我們已收到此警告之副本及完全明白此警告之內容。

公曆 2019 年 月 日

Dated this day of 2019

Signed by the Purchaser(s) 買方簽署

Annex 3
附表 3

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

Vendor's Information Form
賣方資料表格

Vendor 賣方	Billion Great Investment Limited 兆興投資有限公司	
Address 地址	Valais 天巒 28 & 33 Kwu Tung Road, New Territories 新界古洞路 28 號及 33 號	
Property 本物業	Avenue/Boulevard 大道	House No. 洋房
	Rhein Avenue 萊茵河大道	House No. 2 2 號洋房
Purchaser(s) 買方		
I.D/Passport/B.R. No. 身份證/護照/商業登記證號碼		
Date 日期		

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	每月港幣 HK\$20,196 per month
b) The amount of the Government rent (if any) that is payable for the Property 須就本物業繳付的地稅（如有的話）的款額	每季港幣 HK\$11,111 per quarter
c) The name of the owners' incorporation (if any) 業主立案法團（如有的話）的名稱	No 沒有
d) The name of the manager of the Development 發展項目的管理人的姓名或名稱	Maison Platinum Service Company Ltd. 天瑞禮賓服務有限公司
e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development 賣方自政府或管理處接獲的關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知	No 沒有
f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索	No 沒有

印製日期:2019年3月6日

Date of Printing: 6 March 2019

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

Signed by the Purchaser(s) 買方簽署

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Personal Information Collection Statement
個人資料收集聲明

Vendor 賣方	Billion Great Investment Limited 兆興投資有限公司	
Address 地址	Valais 天巒 28 & 33 Kwu Tung Road, New Territories 新界古洞路 28 號及 33 號	
Property 本物業	Avenue/Boulevard 大道	House No. 洋房
	Rhein Avenue 萊茵河大道	House No. 2 2 號洋房
Purchaser(s) 買方		
I.D/Passport/B.R. No. 身份證／護照／商業登記證號碼		
Date 日期		

Collection of your personal information
收集閣下的個人資料

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.

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。

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".

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」。

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").

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。

Purposes for which Your Information may be used
閣下資料可能被用作的用途

We may use Your Information for one or more of the following purposes from time to time:
我們可能不時使用閣下資料作下列一個或多個用途：

- (i) handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
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) 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;
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) 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;

Annex 4

附表 4

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) **handling your applications or requests for services, products, memberships or benefits;**
處理閣下就服務、產品、會籍或利益的申請或要求；
- (v) **facilitating property management and security;**
促進物業管理及保安；
- (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");**
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) **marketing services, properties, property developments, products and other subjects (please see further details in "Use of Your Information in direct marketing" section below);**
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) **conducting statistical research and analysis (the outcome of which will not reveal your identity);**
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) **communicating with you;**
與閣下溝通；
- (x) **investigating and handling complaints;**
調查及處理投訴；
- (xi) **preventing or detecting illegal or suspicious activities; and**
預防或偵測非法或可疑活動；及
- (xii) **making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.**
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。

Transfer of Your Information 轉移閣下資料

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:

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) **any member of the Group;**
集團任何成員；
- (ii) **any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;**
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) **any agent, contractor or third party service provider who provides administrative, telecommunications, computer or other services to or support the operation of our business;**
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) **any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers;**
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) **any person involved in your property transaction; and**
閣下物業交易涉及的任何人士；及
- (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.**
我們根據香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求需要向其作出披露的任何人士。

Annex 4

附表 4

Use of Your Information in direct marketing 在直接促銷中使用閣下資料

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.

(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。

In connection with direct marketing, we intend:
就直接促銷，我們有意：

- (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;
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) to market the following classes of services and products to you:
向閣下促銷以下類別的服務及產品：
 - (1) properties or property developments offered by member(s) of the Group or JV Companies;
集團成員或合資公司提供的物業或物業發展項目；
 - (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);
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) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us, other members of the Group or JV Companies; and
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) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;
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) 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.
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。

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 查閱及改正閣下資料

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.

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，其地址為香港灣道30號新鴻基中心45樓。

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.

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。

Annex 4 附表 4

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

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

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。

- Please do NOT send direct marketing information to me.
請不要向我發送直接促銷資訊。
- Please do NOT provide my personal data to other persons for their use in direct marketing.
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。

Signed by the Purchaser(s) 買方簽署

--

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

Vendor 賣方	Billion Great Investment Limited 兆興投資有限公司	
Address 地址	Valais 天巒 28 & 33 Kwu Tung Road, New Territories 新界古洞路 28 號及 33 號	
Property 該物業	Avenue/Boulevard 大道	House No. 洋房
	Rhein Avenue 萊茵河大道	House No. 2 2 號洋房
Purchaser(s) 買方		
I.D/Passport/B.R. No. 身份證／護照／商業登記證號碼		
Date 日期		

To 致: The Purchaser 買方

1. We, Billion Great Investment Limited, refer to your purchase of the Property under a preliminary agreement for sale and purchase (the “**Preliminary Agreement**”).
本公司兆興投資有限公司現就閣下根據一份臨時買賣合約（以下稱「**臨時合約**」）購買上述物業（以下稱「**該物業**」）一事致函閣下。

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

a Stamp Duty Cash Rebate which amount shall be equal to 10.5% of the purchase price or 2.975% of the purchase price (depending on the amount specified in the Offer Form (which forms part of the Preliminary Agreement)).
印花稅現金回贈，金額相等於樓價的 10.5% 或樓價的 2.975%（視乎在要約表格（該要約表格構成臨時合約一部份）中所指明的金額）。

3. **By signing this letter, you agree the following which shall be binding on you whether or not you shall apply for the Stamp Duty Cash Rebate:-**
簽署本信件即表示閣下同意以下各項，不論閣下是否申請印花稅現金回贈，以下仍對閣下有約束力：

(a) You shall execute a legally binding formal agreement for sale and purchase of the Property (in the form prescribed by the Vendor without amendments) (the “**Agreement for Sale and Purchase**”) in accordance with the terms and conditions of the Preliminary Agreement.

閣下須按照臨時合約的條款與細則，簽署一份有法律約束力的正式買賣合約（按賣方規定的格式及不得作出修改）（以下稱「**買賣合約**」）。

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

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

(c) (i) You shall, within the period prescribed by the Stamp Duty Ordinance, cause all the Preliminary Agreement, the Agreement for Sale and Purchase, the Assignment, any subsequent nomination and other chargeable agreement for sale (if any) to be stamped with all stamp duty payable thereon, and shall, upon request by the Vendor or the Vendor’s solicitors, also provide and procure your solicitors to provide the Vendor’s solicitors with certified copies thereof so duly stamped.

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

附表 5 Annex 5

- (ii) If you have applied for the transitional loan from Honour Finance Company, Limited (“**Transitional Loan**”), upon signing of the Agreement for Sale and Purchase, you shall deposit with the Vendor’s solicitors a fund for the Vendor’s solicitors to arrange for the Agreement for Sale and Purchase and (where required by the Stamp Duty Ordinance) the Preliminary Agreement to be stamped by the Collector of Stamp Revenue within the time limit prescribed by the Stamp Duty Ordinance. The amount of the fund is equal to the amount of AVD (**including the ad valorem stamp duty at the new rate of 15%**) on the Agreement for Sale and Purchase (including the fixed fee for stamping a counterpart of the Agreement for Sale and Purchase) and (where required by the Stamp Duty Ordinance) the Preliminary Agreement; and (if applicable) the amount of BSD, less the Transitional Loan amount approved by Honour Finance Company, Limited. The above arrangement is without prejudice to your obligation to pay stamp duty under the Agreement for Sale and Purchase.
- 如閣下已向忠誠財務有限公司申請過渡性貸款（以下稱「**過渡性貸款**」），在簽署買賣合約之時，閣下須向賣方代表律師存放一筆款項，以使賣方代表律師安排在《印花稅條例》訂明的時限內讓印花稅署署長為買賣合約及（如《印花稅條例》要求）臨時合約加蓋印花。該筆款項金額相等於買賣合約（包括加蓋買賣合約副本的定額費用）及（如《印花稅條例》要求）臨時合約的從價印花稅（**包括以 15% 新稅率計算的從價印花稅**）及（如適用）買家印花稅，減忠誠財務有限公司批核的過渡性貸款的金額。以上安排是不減損閣下在買賣合約下支付印花稅的責任。
- (d) If you claim that lower rates (Scale 2) of AVD shall apply and/or BSD shall be exempted:-
如買方聲稱應適用以較低稅率（第 2 標準）計算的從價印花稅及／或應豁免買家印花稅：
- (i) You shall make a statutory declaration (“**Statutory Declaration**”)(in Form IRSD 131) accompanied with a copy of your Hong Kong Identity Card(s).
閣下須作出「法定聲明」（表格 IRSD 131）及附上閣下的香港身分證副本。
- (ii) If you have applied for the Transitional Loan, upon signing of the Agreement for Sale and Purchase, you shall deliver to the Vendor’s solicitors the original Statutory Declaration together with a duly completed Form IRSD 118 and other supporting documents which the Stamp Office may from time to time require.
如閣下已申請過渡性貸款，在簽署買賣合約之時，閣下須向賣方律師交付法定聲明的正本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他證明文件。
- (e) If you have utilized the Transitional Loan and the Stamp Duty Cash Rebate is insufficient to repay all the outstanding amount under the Transitional Loan in accordance with paragraph 6(b) below, you shall repay the balance of the Transitional Loan at the same time when you complete the purchase of the Property. The repayment shall be made by a cashier order or solicitor’s cheque drawn in favour of Honour Finance Company, Limited and delivered to the Vendor’s solicitors on completion.
如閣下已使用過渡性貸款及印花稅現金回贈不足以根據以下第 6(b)段償還過渡性貸款的所有未償還欠款，閣下須於完成購買該物業的同時償還過渡性貸款餘款。還款須以本票或律師樓支票並於成交當日交付予賣方律師，本票或律師樓支票抬頭寫「Honour Finance Company, Limited」或「忠誠財務有限公司」。
4. **Your duly completed application form (in the form specified by us)(if necessary)together with the official receipt(s) for payment of all AVD and (if applicable) BSD) for applying for the Stamp Duty Cash Rebate must be received by us at least 30 days before the date of completion of the sale and purchase of the Property.**
本公司必須於完成該物業的買賣的交易日前最少 30 日收到閣下已填妥的申請印花稅現金回贈表格（須以本公司指定之格式）（（如需要）連同從價印花稅及（如適用）買家印花稅的正式繳付收據））：
5. Time shall be of the essence of this letter. Late submission of the application form and documents will not be accepted and your right to apply for the Stamp Duty Cash Rebate will be lost.
在本信件中的時間規定須嚴格遵守。過期遞交的申請表格及文件一概不予受理，屆時閣下將喪失申請印花稅現金回贈的權利。
6. After we have received your application and duly verified the information to be correct:-
本公司收到閣下的申請並證實有關資料無誤後：

附表 5

Annex 5

- (a) where you have not utilized the Transitional Loan, the Vendor will apply the Stamp Duty Cash Rebate for part payment of the balance of the purchase price directly; or
如閣下沒有使用過渡性貸款，賣方會將印花稅現金回贈直接用於支付部份樓價餘額；或
- (b) where you have utilized the Transitional Loan, the Stamp Duty Cash Rebate will first be paid to Honour Finance Company, Limited for repayment of any amount outstanding under the Transitional Loan and the balance (if any) will be applied for part payment of the balance of the purchase price.
如閣下已使用過渡性貸款，則印花稅現金回贈會首先支付予忠誠財務有限公司用作償還過渡性貸款的未償還欠款，餘款（如有）才會用於支付部份樓價餘額。
7. You hereby irrevocably authorize us to pay the Stamp Duty Cash Rebate in the manner specified in paragraph 6 above.
閣下謹此不可撤銷地授權本公司以上述第 6 段所述方式支付印花稅現金回贈。
8. After we have paid the Stamp Duty Cash Rebate, if the amount of the relevant stamp duty actually payable exceeds the amount based on which the Stamp Duty Cash Rebate is calculated, we are not required to pay any other or additional Stamp Duty Cash Rebate to you. In case of dispute, we have the right to determine the amount of the Stamp Duty Cash Rebate, and such determination shall be final and binding on you.
在本公司支付印花稅現金回贈後，即使實際應付的相關印花稅金額大於計算印花稅現金回贈所依據的金額，本公司亦無須再向閣下支付任何其他或額外印花稅現金回贈。若有爭議，本公司有權決定印花稅現金回贈的金額，有關決定為最終決定並對閣下具有約束力。
9. The benefit in this letter is personal to you and is only available to you as a purchaser of the Property who signs a preliminary agreement for sale and purchase of a residential property in Valais. In any event, you shall only be entitled to receive the Stamp Duty Cash Rebate once for each residential property. The rights or benefits conferred on you under this letter are non-assignable and non-transferable, except that you may upon request by Honour Finance Company, Limited assign or charge your rights or benefits under this letter to Honour Finance Company, Limited for the purpose of securing your repayment of the Transitional Loan.
本信件的利益屬於閣下個人所有，並且僅向簽署購買天巒住宅物業的臨時買賣合約的買方提供。不管怎樣，閣下只可就每個住宅物業有權收取印花稅現金回贈一次。本信件賦予閣下的權利或利益不得轉讓或轉移，但閣下可在忠誠財務有限公司要求時，將閣下在本信件的權利或利益轉讓或轉移給忠誠財務有限公司，作為閣下償還過渡性貸款的保證。
10. You may have to notify your bank of the Stamp Duty Cash Rebate in the mortgage application process. The bank may take into account the Stamp Duty Cash Rebate in determining the loan amount. For details, please make enquiry with the banks.
閣下在按揭申請中可能需要通知閣下的銀行有關印花稅現金回贈的安排。銀行決定提供貸款額時可能會考慮印花稅現金回贈。請向銀行查詢有關詳情。
11. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.
本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。
12. For the purpose of this letter,
就本信件而言，
- “AVD” means the ad valorem stamp duty chargeable on the Preliminary Agreement and the Agreement for Sale and Purchase under the Stamp Duty Ordinance.
「從價印花稅」是指根據《印花稅條例》對臨時合約和買賣合約徵收的從價印花稅。
- “BSD” means the buyer’s stamp duty chargeable on the Preliminary Agreement and the Agreement for Sale and Purchase under the Stamp Duty Ordinance.
「買家印花稅」是指根據《印花稅條例》對臨時合約和買賣合約徵收的買家印花稅。
- “Stamp Duty Ordinance” means the Stamp Duty Ordinance (Cap. 117) as amended from time to time.
「《印花稅條例》」是指經不時修訂的《印花稅條例》（香港法例第 117 章）。
13. The Vendor and the Purchaser do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623)(the “CRTPO”) and agree that this letter shall be excluded from the application of the CRTPO.
賣方和買方無意賦予任何第三者權利依據《合約（第三者權利）條例》（第 623 章）（「該條例」）強制執行本信件下任何條款，並且同意排除該條例對本信件的適用。

附表 5
Annex 5

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

14. In case of dispute, we reserve our rights to make the final decision on all matters arising from this letter and such decision shall be binding on you.

如有爭議，本公司有權就本信件引起的所有事宜作最後決定，該決定對閣下有約束力。

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

如本文件之中英文文本有任何歧義，一切以英文文本為準。

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



Authorized Signature(s)
授權人士簽署

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

經小心考慮本信件的內容後，本人／吾等同意接受本信件所列的所有條款與細則及受其約束，本人／吾等謹此向賣方聲明及陳述（請在適用之方格內填寫「✓」號）：

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

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

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

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

(c) I am/each of us is acquiring the Property[*on my own behalf and not on behalf of any other person(s)* /
 on behalf of other person].

本人／吾等各人在購入該物業時是[代表自己行事及並不代表任何其他人 / 代表他人行事]。

I/We acknowledge and understand that the Vendor's designated financing company rely on my/our declarations and representations made above in offering the Stamp Duty Transitional Loan to me/us.

本人／吾等確認及明白賣方的指定財務公司倚賴本人／吾等上述作出的聲明及陳述向本人／吾等提供印花稅過度性貸款。

Signed by the Purchaser(s) 買方簽署

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

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

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

Vendor 賣方	Billion Great Investment Limited 兆興投資有限公司	
Address 地址	Valais 天巒 28 & 33 Kwu Tung Road, New Territories 新界古洞路 28 號及 33 號	
Property 該物業	Avenue/Boulevard 大道	House No. 洋房
	Rhein Avenue 萊茵河大道	House No. 2 2 號洋房
Purchaser(s) 買方		
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼		
Date 日期		

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

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

New rate of Ad Valorem Stamp Duty
新從價印花稅稅率

1. The Stamp Duty (Amendment) Ordinance 2018 was gazetted on 19 January 2018 with retrospective effect from 5 November 2016. Any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to new ad valorem stamp duty (“**AVD**”) at a flat rate of 15% (“**New Rate**”). AVD at New Rate is applicable to any residential property (except that acquired by a Hong Kong permanent resident (“**HKPR**”) who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition) acquired either by an individual or a company.

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

Tightening Up of Exemption Arrangement
收緊豁免安排

2. The Stamp Duty (Amendment) (No.2) Ordinance 2018 was gazetted on 20 April 2018 with retrospective effect from 12 April 2017. Unless specifically exempted or otherwise provided by law, any instrument executed on or after 12 April 2017 for the sale and purchase or transfer of residential property, if covering more than one residential property, will be subject to AVD at New Rate even though those residential properties are acquired by a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition.

《2018 印花稅(修訂)(第 2 號)條例》已於 2018 年 4 月 20 日刊憲，法例具有追溯效力至 2017 年 4 月 12 日。除獲特定豁免或另有法律規定外，任何在 2017 年 4 月 12 日或以後簽立以買賣或轉讓住宅物業的文書，若該文書包含多於一個住宅物業，則即使該等住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業，仍須按新稅率繳付從價印花稅。

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

Annex 6

附表 6

4. For details of the applicable exemptions to AVD at New Rate, please browse the Inland Revenue Department website (www.ird.gov.hk).
有關以新稅率計算的「從價印花稅」適用的豁免的詳情，請瀏覽稅務局網頁 (www.ird.gov.hk)。

Procedures to be followed by the Purchaser who does not apply for the Transitional Loan under the Payment Plan

不申請付款計劃中過渡性貸款之買方須遵守的程序

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

Procedures to be followed by the Purchaser who applies for the Transitional Loan under the Payment Plan

申請付款計劃中過渡性貸款之買方須遵守的程序

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

Other Matters

其他事項

8. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.
本人／我們確認及知悉，若本人／我們不能全數準時支付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，本人／我們須就此向賣方作出十足的彌償。
9. I/We understand that I/we shall be solely responsible for ascertaining whether I am/we are HKPR, subject to the BSD and subject to the AVD at New Rate.
本人／我們明白，本人／我們有責任確定本人／我們是否香港永久性居民、是否需要繳付「買家印花稅」及是否需要繳付以「新稅率」計算的「從價印花稅」。

Annex 6 附表 6

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

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

Signed by the Purchaser(s) 買方簽署

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

Vendor 賣方	Billion Great Investment Limited 兆興投資有限公司	
Address 地址	Valais 天巒 28 & 33 Kwu Tung Road, New Territories 新界古洞路 28 號及 33 號	
Property 該物業	Avenue/Boulevard 大道	House No. 洋房
	Rhein Avenue 萊茵河大道	House No. 2 2 號洋房
Purchaser(s) 買方		
I.D./Passport/B.R. No. 身份證/護照/商業登記證號碼		
Date 日期		

- I/We hereby confirm and acknowledge that before signing of the Preliminary Agreement for Sale and Purchase of the Property (“**Preliminary Agreement**”), the Vendor has made the Property available for viewing by me/us and I/we have viewed the Property on or before the date of this acknowledgement letter.
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，賣方已開放本物業供本人/我們參觀，且本人/我們已於此確認信的日期當日或之前參觀過本物業。
- 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。

I/We hereby confirm and acknowledge that I am/we are fully aware that after my/our signing of the Preliminary Agreement, the Property will continue to be made available for viewing by potential purchasers of the Development until my/our completion of the sale and purchase.

本人/我們謹此知悉及確認，在本人/我們簽署臨時合約之後，本物業將會繼續開放供發展項目之有興趣買家參觀直至本人/我們完成本物業的買賣。本人/我們同意本人/我們不得對此提出任何異議。

I/We hereby confirm and acknowledge that before the signing of the Preliminary Agreement, I/We hereby confirm and acknowledge that the Vendor is deemed to have complied with Division 5 of Part 2 of the Residential Properties (First-hand Sales) Ordinance regarding the requirements for viewing of property in completed development.

本人/我們謹此確認及知悉在簽署臨時合約之前，賣方視為已符合《一手住宅物業銷售條例》第 2 部第 5 分部有關參觀已落成發展項目中的物業之要求。

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

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Annex 8 附表 8

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

Part I 第 I 部份

1. Depending on the payment plan selected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits of the payment plan will be made available by the Vendor to the Purchaser in connection with the purchase of the Property.
視乎買方其要約表格所選擇的支付辦法，賣方將就購買該物業向買方提供以下該支付辦法相關的贈品、財務優惠或利益。
2. All capitalised items in this list of gifts, financial advantage or benefits, unless otherwise defined, shall have the meanings ascribed to them in the Tender Document.
除非本列表另有定義，招標文件中各用語的定義適用於本贈品、財務優惠或利益的列表的用語。
3. 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.
如正式合約因任何原因終止或取消，則賣方提供贈品、財務優惠及利益的協議將無效。
4. (If applicable) According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the Purchaser in connection with the purchase of a residential property will be deducted from the purchase price when calculating the loan-to-value ratio by the bank and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.
(如適用) 根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠(如有)；而有關還款能力之要求(包括但不限於供款與入息比率之上限)將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。
5. (If applicable) All the gifts, financial advantage or benefits to be made available to the Purchaser are personal to the Purchaser and the Purchaser shall have no right to assign or otherwise transfer the same to any other person. The Vendor also reserves the right to interpret the relevant terms and conditions of those gifts, financial advantage or benefits. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.
(如適用) 所有提供予買方的贈品、財務優惠或利益予僅對買方有效，且買方無權向任何其它人仕出讓或以任何方式轉讓任何該等贈品、財務優惠或利益。賣方有絕對酌情權決定買方是否符合資格可獲得該等贈品、財務優惠或利益。賣方亦保留解釋該等贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。
6. (If applicable) For all cash rebate(s) (rounded up to the nearest integer) that will be offered by the Vendor for part payment of the balance of purchase price, subject to the relevant prerequisite for provision the cash rebate(s) being satisfied, the Vendor reserves the right to pay the cash rebate(s) to the Purchaser by other method(s) and in other manner.
(如適用) 所有由賣方將提供用以支付樓價餘額部份的現金回贈(以向上捨入方式換算至整數)，在符合提供現金回贈的相關先決條件的情況下，賣方保留權利以其他方法及形式將現金回贈支付予買方。

Annex 8

附表 8

7. (If applicable) 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.
(如適用)賣方的指定財務機構沒有亦將不會委任任何人士(第三方)處理就向任何擬借款人或任何指明類別的擬借款人批出貸款,無論是促致、洽商、取得或申請貸款,或是擔保或保證該筆貸款的償還或有關事宜。

8. (If applicable) The maximum loan amount, interest rate and terms of any loan to be offered by the Vendor's designated financing company are for reference only. The actual loan amount, interest rate and terms to be offered to the Purchaser shall be subject to the independent approval of the designated financing company, and may be affected by the laws and the guidelines, announcement, memorandum, etc. (whether the same is binding on the designated financing company) issued by the Government, Hong Kong Monetary Authority, banks and relevant regulatory authorities from time to time. The Purchaser shall provide information and documents requested from the designated financing company, otherwise, the loan shall not be approved.
(如適用)由賣方之指定財務機構提供的任何貸款,其最高貸款金額、息率及條款僅供參考,買方實際可獲得的貸款金額、息率及條款須視乎指定財務機構的獨立批核結果而定,而且可能受法例及政府、香港金融管理局、銀行及相關監管機構不時發出之指引、公布、備忘等(不論是否對指定財務機構有約束力)影響。買方必須提供指定財務機構所要求的資料及文件,否則貸款將不會獲批核。

Annex 8

附表 8

Part II 第 II 部份

(TD1) 480 Days Payment Plan 480 日付款計劃

1. Stamp Duty Offer(s) 印花稅優惠

(a) Stamp Duty Cash Rebate 印花稅現金回贈

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

買方在按正式合約完成買賣交易的情況下，可獲賣方提供印花稅現金回贈。印花稅現金回贈的金額相等於要約表格中所指明的金額。詳情請參閱附錄 1(a)。

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

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

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

（注意：買方須於接納書的日期後 2 個工作日內申請印花稅過渡性貸款）

If the Purchaser is entitled to the Stamp Duty Cash Rebate, the Purchaser may apply for a Stamp Duty Transitional Loan from the designated financing company or (if the Purchaser entitled to the Stamp Duty Cash Rebate but has not utilized the Stamp Duty Transitional Loan) shall be entitled to a HK\$5,000 Cash Rebate. The maximum Stamp Duty Transitional Loan amount shall be (i) 70% of the ad valorem stamp duty chargeable on the Agreement; or (ii) the amount of the Stamp Duty Cash Rebate specified in the Offer Form, whichever is lower. Please see Appendix 1(b) for details.

如買方享有印花稅現金回贈，買方可向指定財務機構申請印花稅過渡性貸款或（如買方享有印花稅現金回贈，但買方沒有使用印花稅過渡性貸款）可獲港幣\$5,000 現金回贈，印花稅過渡性貸款的最高金額為(i)就正式合約應付的從價印花稅的 70%；或(ii)於要約表格中所指明的印花稅現金回贈的金額，以較低者為準。詳情請參閱附錄 1(b)。

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

(a) Where the Purchaser fully pays the purchase price and completes the sale and purchase of the Property within any period specified in the table below, the Purchaser shall be entitled to an Early Completion Cash Rebate (“Early Completion Cash Rebate”) offered by the Vendor according to the table below.

如買方於以下列表訂明的任何期限內繳付樓價全數及完成該物業的買賣交易，可根據以下列表獲賣方送出提前成交現金回贈（『提前成交現金回贈』）。

Annex 8 附表 8

Early Completion Cash Rebate Table
提前成交現金回贈列表

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

- (b) The Purchaser shall notify the Vendor in writing to apply for the Early Completion Cash Rebate at least 30 days before the intended date of completion of the sale and purchase of the Property. After the Vendor has received the application and duly verified the information to be correct, the Vendor will upon completion apply the Early Completion Cash Rebate for part payment of the balance of the purchase price directly. Irrespective of whether or not the application for Early Completion Cash Rebate is approved by the Vendor, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property to the Vendor in accordance with the Agreement.

買方須於其意欲完成該物業的買賣的交易日前最少 30 日，以書面向賣方提出申請提前成交現金回贈，賣方會於收到申請並證實有關資料無誤後將提前成交現金回贈於成交時直接用於支付部份樓價餘額。不論提前成交現金回贈的申請獲賣方批核與否，買方仍須按正式合約完成該物業的交易及向賣方繳付該物業的樓價全數。

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

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

3. Loan Offer 貸款優惠

The Purchaser shall be entitled to **ONLY ONE** of the following benefits:
買方可享有以下**其中一項**優惠：

- (a) Standby First Mortgage Loan (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))
備用第一按揭貸款(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)

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

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

Annex 8 附表 8

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

The maximum loan amount of the Standby Second Mortgage Loan shall be 25% of the net purchase price or the balance of purchase price payable, whichever is lower. Please see Appendix 2(b) for details.

備用第二按揭貸款的最高金額為淨樓價的 25% 或應繳付之樓價餘額，以較低者為準。詳情請參閱附錄 2(b)。

The term "net purchase price" above means the amount of the purchase price of the Property after deducting the Stamp Duty Cash Rebate (if any) as set out in paragraph 1(a), the HK\$5,000 Cash Rebate (if any) as set out in paragraph 1(b) and the Early Completion Cash Rebate (if any) as set out in paragraph 2.

上文『淨樓價』一詞指該物業之樓價扣除第 1(a)段所述的印花稅現金回贈（如有）、第 1(b)段所述的港幣\$5,000 現金回贈（如有）及第 2 段所述的提前成交現金回贈（如有）後的金額。

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

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 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.

在不影響買方於正式合約下之權利的前提下，凡住宅物業（但不包括園景及植物（如有））有欠妥之處（正常損耗除外），而該欠妥之處並非由任何人之行為或疏忽造成，買方可於該物業的成交日起計 3 年內向賣方發出書面通知，賣方須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。首 3 年保修優惠受其他條款及細則約束。

Annex 8 附表 8

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

- (I) The Purchaser shall apply to the Vendor in writing ((if necessary) accompanied with the official receipt(s) for payment of all stamp duty payable on the agreement for sale and purchase and (if the Vendor requests) the relevant receipt(s) of the Vendor's solicitors) for the Stamp Duty Cash Rebate at least 30 days before the date of completion of the sale and purchase of the Property in accordance with the Agreement. After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the Stamp Duty Cash Rebate for part payment of the balance of the purchase price directly.
買方須於按正式合約完成物業的買賣的交易日前最少 30 日以書面（（如需要）連同就買賣合約應付的所有印花稅的正式繳付收據及（如賣方要求）賣方代表律師樓的相關收據）向賣方申請印花稅現金回贈，賣方會於收到申請並證實有關資料無誤後將印花稅現金回贈直接用於支付部份樓價餘額。
- (II) If the Purchaser has obtained the Transitional Loan from the Vendor's designated financing company ("designated financing company") (please see Appendix 1(b) for details), then the Stamp Duty Cash Rebate will first be paid to the designated financing company for repayment of any amount outstanding under the Transitional Loan and the balance (if any) will be applied for part payment of the balance of the purchase price.
如買方已從賣方的指定財務機構（『指定財務機構』）獲得過渡性貸款（詳情請參閱附錄 1(b)），則印花稅現金回贈會首先支付予指定財務機構用作償還過渡性貸款的未償還欠款，餘款（如有）才會用於支付部份樓價餘額。
- (III) After the Vendor has paid the amount of the Stamp Duty Cash Rebate, (if applicable) if the amount of the relevant stamp duty actually payable on the Agreement exceeds the amount based on which the Stamp Duty Cash Rebate is calculated, the Vendor is not required to pay any other or additional Stamp Duty Cash Rebate to the Purchaser. In case of dispute, the Vendor has the right to determine the amount of the Stamp Duty Cash Rebate, and such determination shall be final and binding on the Purchaser.
在賣方支付印花稅現金回贈金額後，（如適用）即使實際就正式合約應繳付的相關印花稅金額大於計算印花稅現金回贈所依據的金額，賣方亦無須再向買方支付任何其他或額外印花稅現金回贈。若有爭議，賣方有權決定印花稅現金回贈的金額，有關決定為最終決定並對買方具有約束力。
- (IV) The Stamp Duty Cash Rebate is subject to other terms and conditions.
印花稅現金回贈受其他條款及細則約束。

Annex 8 附表 8

Appendix 1(b) Stamp Duty Transitional Loan 附錄 1(b) 印花稅過渡性貸款

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

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

- (I) The Purchaser shall make the application for the Transitional Loan to the designated financing company within 2 working days after the date of the Letter of Acceptance.
買方須於接納書的日期後 2 個工作日內向指定財務機構申請過渡性貸款。
- (II) The Purchaser shall provide financial information and documents upon request from the designated financing company.
買方須提供指定財務機構所要求的財務資料及文件。
- (III) The maturity date of the Transitional Loan is the date of completion of sale and purchase of the Property in accordance with the Agreement.
過渡性貸款的到期日為按正式合約完成該物業買賣交易的日期。
- (IV) Interest rate shall be 5% p.a. If the Purchaser shall duly repay the Transitional Loan on or before the maturity date, interest on the Transitional Loan will be waived.
利率為 5% p.a.。如買方在到期日或之前準時還清過渡性貸款，將獲豁免貸款利息。
- (V) All legal documents of the Transitional Loan shall be prepared by the Vendor's solicitors and signed at the office of the Vendor's solicitors. The Purchaser will not be charged any handling fee or legal fee for processing the loan application. If the Purchaser shall instruct his/her/its own solicitors to act for him/her/it for the Transitional Loan, the Purchaser shall bear his/her/its own solicitors' relevant costs and disbursements.
所有過渡性貸款的法律文件須由賣方代表律師準備，並於賣方代表律師的辦事處簽署。買方無須支付任何申請貸款的手續費或法律費用。如買方就過渡性貸款另行自聘律師作為其代表律師，買方須負責其代表律師有關費用及雜費。
- (VI) Upon signing of the Agreement, the Purchaser shall deposit with the Vendor's solicitors a fund for the Vendor's solicitors to arrange for the Agreement and (where required by the Stamp Duty Ordinance) the preliminary agreement for sale and purchase to be stamped by the Collector of Stamp Revenue within the time limit prescribed by the Stamp Duty Ordinance. The amount of the fund is equal to the total amount of ad valorem stamp duty on the Agreement (including the fixed fee for stamping a counterpart of the Agreement) and (where required by the Stamp Duty Ordinance) the preliminary agreement for sale and purchase and (if applicable) the amount of buyer's stamp duty, less the Transitional Loan amount.
在簽署正式合約之時，買方須向賣方代表律師存放一筆款項，以使賣方代表律師安排在印花稅條例訂明的時限內讓印花稅署署長為正式合約及（如印花稅條例要求）臨時買賣合約加蓋印花。該筆款項金額相等於正式合約（包括加蓋買賣合約副本的定額費用）及（如印花稅條例要求）臨時買賣合約的從價印花稅及（如適用）買家印花稅的總額，減過渡性貸款的金額。
- (VII) (Only Applicable if the Purchaser is a limited company incorporated in Hong Kong)
If the Purchaser is a limited company incorporated in Hong Kong, each of its individual shareholder(s) shall charge all of his or her shareholdings in the Purchaser to the Vendor's designated financing company by executing a share charge in the prescribed form by the Vendor's designated financing company. The share charge(s) and all other legal documents shall be prepared by the Vendor's solicitors and signed at the office of the Vendor's solicitors. The Vendor's solicitors do not

Annex 8

附表 8

act for the individual shareholder(s) of the Purchaser in the share charge(s). The individual shareholder(s) of the Purchaser shall seek independent legal advice in relation to the share charge(s).
(只適用於買方為於香港註冊成立的有限公司)

倘買方為於香港註冊成立的有限公司，則其每名個人股東均須向賣方指定融資公司抵押其於買方的全部股權，每名個人股東需簽訂由賣方指定融資公司訂明格式的股份押記。股份押記和所有其他法律文件均須由賣方律師編制並於賣方律師辦公室簽署。賣方律師不代表買方個人股東以股份抵押方式行事。買方個人股東應就股份押記尋求獨立法律意見。

- (VIII) The Purchaser is advised to enquire with the designated financing company about the purpose and details of the loan. The approval or disapproval of the loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the loan is granted or not, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement.

買方敬請向指定財務機構查詢有關貸款用途及詳情。貸款批出與否及其條款，指定財務機構有最終決定權。不論貸款獲批與否，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。

- (IX) This loan is subject to other terms and conditions.
此貸款受其他條款及細則約束。

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

1. If the Purchaser has entitled the Stamp Duty Cash Rebate and not utilized the Transitional Loan, subject to completion of sale and purchase of the Property in accordance with the Agreement, a cash rebate of HK\$5,000 for each residential property (“HK\$5,000 Cash Rebate”) would be offered to the Purchaser.

如買方享有印花稅現金回贈及沒有使用過渡性貸款，在買方按正式合約完成該物業買賣交易的情況下，可就每個住宅物業獲港幣\$5,000現金回贈（『港幣\$5,000現金回贈』）。

2. The Purchaser shall apply to the Vendor in writing for the HK\$5,000 Cash Rebate at least 30 days before the date of completion of sale and purchase of the Property in accordance with the Agreement. After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the HK\$5,000 Cash Rebate for part payment of the balance of the purchase price directly.

買方須於按正式合約完成該物業之買賣交易日前最少30日，以書面向賣方申請港幣\$5,000現金回贈，賣方會於收到申請並證實有關資料無誤後將港幣\$5,000現金回贈直接用於支付部份樓價餘額。

3. For the avoidance of doubt, for the purchase of the Property, the Purchaser can only choose either to utilize the Transitional Loan or to obtain the HK\$5,000 Cash Rebate. The Purchaser must choose the same offer for all the residential properties purchased under the same preliminary agreement for sale and purchase.

為免疑問，就購買該物業，買方只可選擇使用過渡性貸款或獲得港幣\$5,000現金回贈的其中一項。買方須為於同一份臨時買賣合約下購買的所有住宅物業選擇相同之優惠。

Annex 8 附表 8

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

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

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

- (I) The Purchaser shall make a written application to the designated financing company for the First Mortgage Loan not less than 60 days before the date of completion of sale and purchase of the Property specified in the Agreement.
買方必須於正式合約內所註明的完成該物業之買賣交易日前最少 60 日以書面向指定財務機構申請第一按揭貸款。
- (II) The First Mortgage Loan shall be secured by a first legal mortgage over the Property.
第一按揭貸款以該物業之第一法定按揭作抵押。
- (III) The maximum tenor of First Mortgage Loan shall be 25 years.
第一按揭貸款年期最長為 25 年。
- (IV) Interest rate for the first 24 months shall be:
首24個月之按揭利率為：
 - (If the amount of the First Mortgage Loan does not exceed 70% of the net purchase price) 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.; or
（如第一按揭貸款的金額不超過淨樓價的70%）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.；或
 - (If the amount of the First Mortgage Loan exceeds 70% of the net purchase price, but does not exceed 80% of the net purchase price) Hong Kong Dollar Best Lending Rate minus 2.35% p.a.,
（如第一按揭貸款的金額超過淨樓價的70%，但不超過淨樓價的80%）港元最優惠利率減2.35% p.a.，

thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.

其後之按揭利率為港元最優惠利率加1% p.a.，利率浮動。最終利率以指定財務機構審批結果而定。

- (V) The Purchaser and his/her guarantor (if any) shall provide sufficient documents to prove his/her repayment ability, including without limitation the provision of credit report, Tax Demand Notes of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her guarantor (if any).
買方及其擔保人（如有）須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近 2 年的稅單、其他收入證明及／或銀行紀錄。指定財務機構會對買方及其擔保人（如有）進行信貸審查及評估。
- (VI) The First Mortgage Loan shall be approved by the designated financing company independently.
第一按揭貸款申請須由指定財務機構獨立審批。

Annex 8

附表 8

- (VII) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the First Mortgage Loan.
買方須就申請第一按揭貸款支付港幣\$5,000 不可退還申請手續費。
- (VIII) 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.
所有第一按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及雜費。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第一按揭貸款的律師費用及雜費。
- (IX) **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.**
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。
- (X) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the First Mortgage Loan. The approval or disapproval and the approved loan amount of the First Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the First Mortgage Loan is granted or not, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement.
買方敬請向指定財務機構查詢有關第一按揭貸款用途及詳情。第一按揭貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論第一按揭貸款獲批與否，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。
- (XI) The First Mortgage Loan is subject to other terms and conditions.
第一按揭貸款受其他條款及細則約束。
- (XII) 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.
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。

Annex 8 附表 8

Appendix 2(b) Standby Second Mortgage Loan (“Second Mortgage Loan”) (only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)) 附錄 2(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）

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

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

(I) The Purchaser shall make a written application to the designated financing company for the Second Mortgage Loan not less than 60 days before the date of completion of sale and purchase of the Property specified in the Agreement.
買方必須於正式合約內所註明的完成該物業之買賣交易日前最少 60 日以書面向指定財務機構申請第二按揭貸款。

(II) The maximum tenor of Second Mortgage Loan shall be 25 years or the tenor of first mortgage loan (offered by the first mortgagee bank), whichever is shorter. 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。

(III) Interest rate for the first 24 months shall be:
首24個月之按揭利率為：

- (If the amount of the Second Mortgage Loan does not exceed 20% of the net purchase price) 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.; or
（如第二按揭貸款的金額不超過淨樓價的20%）香港上海匯豐銀行有限公司不時報價之港元最優惠利率（『港元最優惠利率』）減2.85% p.a.；或
- (If the amount of the Second Mortgage Loan exceeds 20% of the net purchase price, but does not exceed 25% of the net purchase price) Hong Kong Dollar Best Lending Rate minus 2.35% p.a.,
（如第二按揭貸款的金額超過淨樓價的20%，但不超過淨樓價的25%）港元最優惠利率減2.35% p.a.，

thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.

其後之按揭利率為港元最優惠利率加1% p.a.，利率浮動。最終利率以指定財務機構審批結果而定。

(IV) The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Tax Demand Notes 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).

買方及其擔保人（如有）須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近 2 年的稅單、其他收入證明及／或銀行紀錄。指定財務機構會對買方及其擔保人（如有）進行信貸審查及評估。

(V) 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.

Annex 8 附表 8

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。

- (VI) The first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall be approved by the relevant mortgagees independently.
第一按揭貸款（由第一按揭銀行提供）及第二按揭貸款申請須由有關承按機構獨立審批。
- (VII) 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.
所有第二按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及雜費。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第二按揭貸款的律師費用及雜費。
- (VIII) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Second Mortgage Loan.
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。
- (IX) 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.**
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。
- (X) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Second Mortgage Loan. The approval or disapproval and the approved loan amount of the Second Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the Second Mortgage Loan is granted or not, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement.
買方敬請向指定財務機構查詢有關第二按揭貸款用途及詳情。第二按揭貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論第二按揭貸款獲批與否，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。
- (XI) The Second Mortgage Loan is subject to other terms and conditions.
第二按揭貸款受其他條款及細則約束。
- (XII) 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.
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。
- 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.
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。

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

Keep Money Laundering Away from Hong Kong

Lawyers and Public to Play Key Roles

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

For Individuals

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

For Corporations

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

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

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

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

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

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

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

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



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

Frequently Asked Questions

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

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

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

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

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

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

What is meant by suspicious transaction?

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

- A secretive entity
- Unusual instructions
- Unusual settlement requests

What if I do not want to disclose my information?

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

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

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

A secretive entity



Unusual instructions



Unusual settlement requests



律師與市民齊參與 打擊清洗黑錢活動

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

- 個別人士**
- 身份證明文件，如身份證、護照、旅遊證件
 - 地址證明
 - 職業或商業詳細資料
- 公司**
- 法律狀況文件，如公司註冊證書或商業登記證
 - 董事或委託人的身份證明文件
 - 董事會決議案
 - 實益擁有人或控制權結構

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

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

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



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

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

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

常見問題
香港律師會為何要求律師向客戶索取有關身份證明及核實資料?

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

除身份證明文件外，律師還會進一步索取其他資料嗎?

律師將根據交易性質進行查證工作。例如辦理樓宇買賣時，律師可能提出以下問題：

- 交易目的為何？

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

如果是較複雜或金額不尋常的交易，客戶可能需要提供進一步資料。

何謂「可疑交易」?

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

- 身份不明
- 不尋常的指示
- 不尋常的結算要求

我可否拒絕提供資料?

假如客戶未能提供所需資料，律師可能會拒絕或停止為該客戶服務。

律師將如何處理我所提供的資料? 資料會否保密? 會否轉交第三者?

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

身份不明

不尋常的指示

不尋常的結算要求



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

