Tender Document No. 109.1
招標文件第 109.1 號

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of the properties in

Grand YOHO of Phase 2 of Grand YOHO Development

(being the properties as set out in one or more of the Information on Sales Arrangments for sale by tender issued by the Vendor from time to time (as the same may be reivsed by the Vendor from time to time)), unless previously withdrawn or sold)

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

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

Vendor's solicitors: **Mayer Brown**
18th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong

Wong & Poon Solicitors
20th Floor, Yuen Long Trade Centre, 99-109 Castle Peak Road, Yuen Long, New Territories.

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

Tender Document No. 109.1
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招標文件

公開招標承投購買物業

現招標承投購買以下發展項目之物業

Grand YOHO Development 第二期 Grand YOHO

(即賣方發出的任何一份或多份賣方不時發出的以招標方式出售的
銷售安排資料(及賣方不時對其作出修改的銷售安排資料)內列出的物業，但若在招標截止時限之
前物業已被撤回或出售則除外)

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

賣方： **兆盛有限公司**
香港港灣道 30 號新鴻基中心 45 樓

賣方律師： **孖士打律師行**
香港中環遮打道 10 號太子大廈 18 樓

王潘律師行
新界元朗青山公路 99-109 號元朗貿易中心 20 樓

賣方代理人： **新鴻基地產(銷售及租賃)代理有限公司**
香港港灣道 30 號新鴻基中心 45 樓
查詢熱線：3119 0008

PART 1: TENDER NOTICE

1. Definitions

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

"**Acceptance Period**"	means the period between the Tender Commencement Date and the date which is the fourteenth (14th) working day after the closing of tender (both dates inclusive);
"**Agreement**"	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 4 of the Conditions of Sale;
"**Conditions of Sale**"	means the Conditions of Sale set out in Part 2 of this Tender Document;
"**Letter of Acceptance**"	means the Vendor's letter regarding acceptance of the Tenderer's tender pursuant to paragraph 3.2 of the Tender Notice;
"**Offer Form**"	means the Offer Form set out in Part 3 of this Tender Document;
"**Property**"	means, if and when this Tender Document is accepted by the Vendor, the Tendered Property;
"**Property for Tender**"	means all or any of the properties as set out in the Sales Arrangements;
"**Purchase Price**"	means, if and when this Tender Document is accepted by the Vendor, the Tender Price;
"**Purchaser**"	means the successful Tenderer whose tender in respect of the Tendered Property is accepted by the Vendor;
"**Sales Arrangements**"	means Sales Arrangements No. 109C issued by the Vendor for Grand YOHO of Phase 2 of Grand YOHO Development (as the same may be revised by the Vendor from time to time);
"**Sales Office**"	means Shop No. L2-150 on L2 of V Walk, 28 Sham Mong Road, Kowloon;
"**Tender Closing Date**"	means, in respect of each Property for Tender, the tender closing date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;
"**Tender Commencement Date**"	means, in respect of each Property for Tender, the tender commencement date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;
"**Tender Document**"	means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Annex);

"**Tender Notice**"	means the Tender Notice set out in Part 1 of this Tender Document;
"**Tender Period**"	means, in respect of each Property for Tender, the period between the Tender Commencement Date and Tender Closing Date;
"**Tender Price**"	means the price tendered for the Tendered Property as specified in the Schedule to the Offer Form;
"**Tendered Property**"	means the properties as specified in the Schedule to the Offer Form;
"**Tenderer**"	means the person who is specified in the Schedule to the Offer Form as the tenderer;
"**Vendor**"	means City Success Limited; and
"**Vendor's solicitors**"	means any one of the following firms to be designated by the Vendor at its sole and absolute discretion :-

- Mayer Brown
  17th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong

- Wong & Poon Solicitors
  20th Floor, Yuen Long Trade Centre, 99-109 Castle Peak Road, Yuen Long, New Territories.

2. Procedures of Tender

2.1 The Vendor invites tenders for the purchase of the Property for Tender on the terms and conditions contained in this Tender Document.

2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.

2.3 The Vendor reserves the right to, at any time before the Tender Closing Date, accept any tender submitted.

2.4 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Property for Tender from sale or to sell or dispose all or any of the Property for Tender or any part thereof to any person by any method (including without limitation private treaty, tender and auction).

2.5 The Vendor reserves the right to adjust the Tender Closing Date and time of the tender of any of the Property for Tender. Any adjustment of the Tender Closing Date and time will be posted at the Sales Office. The Vendor is not obliged to separately notify the Tenderers of such adjustment.

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

2.7 If the Tenderer has indicated on the Schedule to the Offer Form to purchase more than one (1) Property for Tender :-

(a) he/she/it must fill in one lump sum Tender Price for all such Tendered Property in the Schedule to the Offer Form; and

(b) this Tender Document is deemed to be submitted on the basis that the Vendor will accept the tender for the purchase of **ALL** such Tendered Property together and the Purchaser will be required to sign only one (1) Agreement covering all such Tendered Property.

2.8 A tender must be:-

(a) made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) duly completed and signed. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form**;

(b) accompanied with the following documents:-

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

One or more cashier order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance and/or cheque(s) in the total sum which constitutes **5%** of the Tender Price for the Tendered Property, such sum being the **preliminary deposit** for the tender, made payable to "**MAYER BROWN**".

(ii) Tenderer's identification document

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

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

(iii) Intermediary's licence (if applicable)

Copy of licence of the estate agent appointed by the Tenderer.

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

(1) Warning to Purchasers
(2) Vendor's Information Form
(3) Acknowledgement Letter Regarding Stamp Duty
(4) Letter regarding Stamp Duty Express (if applicable)
(5) Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers
(6) Acknowledgement Letter Regarding Marble
(7) Acknowledgement Letter Regarding Noise Mitigation Measures
(8) Acknowledgement Letter Regarding Kitchen Cabinet Door
(9) Acknowledgment Letter Regarding Financing Plans
(10) Personal Information Collection Statement
(11) List of gifts, financial advantages or benefits

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

(c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "**Grand YOHO**"; and

(d) placed in the tender box labelled "**Public Tender For Grand YOHO**" placed at the Sales Office during the Tender Period.

In case a black rainstorm warning signal is issued or a typhoon signal no.8 or above is hoisted by the Hong Kong Observatory or an announcement on "extreme conditions" is made by the Government of Hong Kong and is still in effect after 4:00 p.m. on the Tender Closing Date, the closing date and time of the tender will be extended to 5:00 p.m. on the next working day in respect of which no black rainstorm warning signal is issued or no typhoon signal no.8 or above is hoisted or no announcement on extreme conditions is made by the Government of Hong Kong.

2.9 All cashier order(s) and/or cheque(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) and/or cheque(s) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other cashier order(s) and/or cheque(s) will be returned by personal delivery or by post, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the address stated in their tenders.

2.10 (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.

(b) If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.

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

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

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

3. Acceptance of Tender

3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Tendered Property.

3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the "**Letter of Acceptance**") personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.

3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor's solicitors without any alteration or

amendment thereto. The standard form of the Agreement is available for inspection during the Tender Period at the Sales Office. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments. Where the Property comprises more than one (1) property, (a) the Purchaser will sign only one (1) Agreement covering all of the Property; and (b) the Vendor will not and is not obliged to apportion the Purchase Price for each of the Property.

3.4 (a) In the event that the Purchaser intends to execute the Agreement by his/her attorney on his/her behalf :-

(i) the Vendor's solicitors will not act for the Purchaser in the sale and purchase of the Property and the Purchaser shall instruct his/her own solicitors to act for him/her; and

(ii) the relevant power of attorney is required to be approved by the Vendor.

(b) All loan applications made to the Vendor's designated financing company, loan documents and ancillary documents (collectively the "**Loan Documents**") shall be signed by the Purchaser personally. No attorney can be accepted for the purpose of signing the Loan Documents.

4. Miscellaneous

4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property for Tender 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 (Sales and Leasing) Agency Limited, of 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Enquiry Hotline: 3119 0008).

4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor's agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.

4.3 The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Document. Tenders submitted which contain alterations and/or additions of any kind to, the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.

4.4 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

[End of Part 1: Tender Notice]

第 1 部份：招標公告

1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「**承約期間**」	指由招標開始日期至招標截止日期後的第 14 個工作日(包括首尾兩日)的期間；
「**正式合約**」	指賣方與買方根據出售條款第 4 條擬簽訂的該物業的正式買賣合約；
「**出售條款**」	指本招標文件第 2 部份的出售條款；
「**接納書**」	指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知；
「**要約表格**」	指本招標文件第 3 部份的要約表格；
「**該物業**」	指如果及一旦本招標文件獲得賣方接納時的該投標物業；
「**該招標物業**」	指銷售安排內列出的所有或任何物業；
「**樓價**」	指如果及一旦本招標文件獲得賣方接納時的投標價；
「**買方**」	指中標者，其對該投標物業的投標書獲得賣方接納；
「**銷售安排**」	指賣方發出的 Grand YOHO Development 第二期 Grand YOHO 的銷售安排第 109C 號(及賣方不時對其作出的修改)；
「**售樓處**」	指九龍深旺道 28 號 V Walk 2 樓 L2-150 號鋪；
「**招標截止日期**」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標截止日期及時間；
「**招標開始日期**」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標開始日期及時間；
「**招標文件**」	指本招標文件(由第 1 部份、第 2 部份及第 3 部份組成，但不包括附件)；
「**招標公告**」	指本招標文件第 1 部份的招標公告；
「**招標期間**」	就每一個該招標物業而言，指招標開始日期至招標截止日期的期間；
「**投標價**」	指要約表格的附表中訂明投購該投標物業的價格；
「**該投標物業**」	指要約表格的附表中訂明的物業；

「**投標者**」	指要約表格的附表中訂明為投標者的人士；
「**賣方**」	指兆盛有限公司；及
「**賣方律師**」	指賣方單獨絕對酌情決定下指定的以下任何一家律師行： - • 孖士打律師行 香港中環遮打道 10 號太子大廈 17 樓 • 王潘律師行 新界元朗青山公路 99-109 號元朗貿易中心 20 樓

2. <u>招標程序</u>

2.1 賣方現按照載於本招標文件的條款及細則招標承投購買該招標物業。

2.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。

2.3 賣方保留權利在招標截止日期之前的任何時間接受任何已遞交之投標書。

2.4 賣方保留權利在接受任何投標書之前的任何時間撤回全部或任何該招標物業不予出售，或將全部或任何該招標物業或其任何部份以任何方法(包括但不限於私人協約、投標及拍賣)售予任何人。

2.5 賣方保留權利更改任何該招標物業的招標截止日期及時間。任何更改招標截止日期的通知會張貼於售樓處。賣方無須就該等更改另行通知投標者。

2.6 投標者須注意賣方律師在本招標過程中不代表任何投標者。

2.7 如果投標者在要約表格的附表中已顯示購買超過一個該招標物業：

(a) 他／她／它必須在要約表格的附表中一筆過填寫全部該投標物業的投標價；及

(b) 本招標文件當作基於賣方將會接納投標一併購買<u>全部</u>該投標物業，以及買方只須簽署一份包括全部該投標物業的正式合約而遞交。

2.8 投標書必須：

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

(b) 連同以下文件：

(i) <u>銀行本票及／或支票</u>

由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的一張或多張銀行本票及／或支票，總金額為該投標物業的投標價的 **5%**，該金額須作為投標的**臨時訂金**，抬頭寫「**孖士打律師行**」。

(ii) 投標者的身份證明文件

如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。

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

(iii) 中介人的牌照(如適用)

投標者委託的地產經紀的牌照複印本。

(iv) 由投標者填妥並簽署的附件的文件

(1) 對買方的警告
(2) 賣方資料表格
(3) 關於印花稅的確認書
(4) 關於印花稅直送的信件(如適用)
(5) 關於繼續開放物業予有興趣買家參觀的確認信
(6) 關於雲石的確認信
(7) 關於噪音緩減措施的確認書
(8) 關於廚櫃門板的確認書
(9) 關於財務計劃的確認信
(10) 個人資料收集聲明
(11) 贈品、財務優惠或利益的列表

請不要於本第(iv)分段所述的任何文件內填上日期。

(c) 放入普通信封內，信封面上書明賣方收啓，並清楚註明「Grand YOHO」；及

(d) 於招標期間放入位於售樓處擺放的標示為「**Grand YOHO 公開招標**」的投標箱內。

若在招標截止日期下午 4 時正後香港天文台發出黑色暴雨警告或八號或以上颱風信號或香港政府發出「極端」情況的公布及該警告或信號或公布仍然生效，截標日期及時間將延至下一工作日的下午 5 時(而當天亦沒有發出黑色暴雨警告或八號或以上颱風信號或極端情況的公布)

2.9 在賣方對收到的投標書作出決定前，所有銀行本票及／或支票不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票及／或支票將視作臨時訂金，以支付樓價的部份款項。所有其他銀行本票及／或支票將於承約期間屆滿後起計 14 日內，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。

2.10 (a) 投標者須親身簽署要約表格及其他文件(如投標者為公司，須由其董事簽署)，並視作為主事人。

(b) 投標者如為公司，須於要約表格中清楚註明(除其他資料外)其聯絡人姓名、電話及傳真號碼。

(c) 要約表格中指明的香港通訊地址將會是收取接受投標書信函及退回銀行本票及／

或支票的地址。

2.11 (a) 作爲賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間按照本招標公告及本招標公告夾附的投標表格和出售條款所載的條款及條件，隨時接納投標。投標書根據本招標公告的程序一經遞交，投標者即不可撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。

(b) 作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。

3. 接納投標

3.1 投標書如獲接納，中標者即成為該投標物業之買方。

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

3.3 在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式的正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於招標期間在售樓處審閱。為免疑問，買方將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。如該物業由多個一個物業組成，(a) 買方只須簽署一份包括全部該物業的正式合約，及(b) 賣方不會及無責任為每一個該物業的樓價進行分攤。

3.4 (a) 如買方有意以其授權人代表其簽署正式合約：-

(i) 賣方律師將不會於買賣該物業事宜中代表買方，買方須另聘律師作爲其代表；及

(ii) 相關授權書須由賣方事先批准。

(b) 所有向賣方之指定財務機構作出的貸款申請、貸款文件及附帶文件(統稱「**貸款文件**」)須由買方親身簽署。以授權人簽署貸款文件不會被接受。

4. 其他事項

4.1 投標者宜注意，賣方只會回答關於該招標物業的一般問題，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(銷售及租賃)代理有限公司，地址為香港港灣道 30 號新鴻基中心 45 樓(查詢熱線: 3119 0008)。

4.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作爲或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。

4.3 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據

本招標文件所須遞交的文件的任何種類的改動及／或增加，該投標書將被視為不符合規定的投標書。

4.4 如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

[第 1 部份：招標公告完]

PART 2: CONDITIONS OF SALE

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

"**Development**"	means Grand YOHO Development.
"**Phase**"	means Phase 2 of the Development (Towers 3, 5 and 8 of the residential development in the Phase are called "Grand YOHO").
"**this Preliminary Agreement**"	means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document.

2. The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the Purchase Price and on the terms and conditions contained in this Preliminary Agreement.

3. The sale and purchase shall be completed at the office of the Vendor's Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) in accordance with the terms of the Agreement.

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

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

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

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

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

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

8. The Purchaser shall attend the office of the Vendor's solicitors together with the Tender Document and the Letter of Acceptance within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor's solicitors without amendment; (ii) to pay the sum abovementioned 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.

9. If the Purchaser fails to sign the Agreement within 5 working days after the date of the Letter of Acceptance:-

   (a) this Preliminary Agreement is terminated;

(b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and

(c) the Vendor does not have any further claim against the Purchaser for the failure.

10. The measurements of the Property are set out in the attached Schedule 1.

11. The sale and purchase of the Property includes the fittings, finishes and appliances as set out in the attached Schedule 2.

12. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.

13. The Purchaser acknowledges receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 14 and fully understands its contents.

14. For the purposes of clause 13, the following is the "Warning to Purchasers"–

(a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。

(b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。

(c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。

(d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have 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. 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.

16. 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.

17. All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment to the Purchaser shall be borne and paid by the Purchaser.

18. All stamp duty (including without limitation any ad valorem stamp duty, special stamp duty, buyer's stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong)) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.

19. All plan fees, the costs of certified copies of the relevant title deeds including plan fees for such certified copies, search fees, registration fees and other disbursements shall be borne by the Purchaser. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any mortgage of the Property.

20. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.

21. The Purchaser shall before delivery of vacant possession of the Property by the Vendor pay to the Manager or the Vendor all management fee deposit, special fund, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the Deed of Mutual Covenant and Management Agreement and the Purchaser shall reimburse the Vendor for all payment including without limitation all utilities deposits already paid by the Vendor in respect of the Property.

22. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.

23. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.

24. Time shall in every respect be of the essence of this Preliminary Agreement.

25. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.

(b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).

(c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-

(i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and

(ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.

26. In this Preliminary Agreement:-

(a) "**saleable area**" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);

(b) "**working day**" has the meaning given by section 2(1) of that Ordinance;

(c) the floor area of an item under clause (a) of each Property set out in Schedule 1 is calculated in accordance with section 8(3) of that Ordinance; and

(d) the area of an item under clause (b) of each Property set out in Schedule 1 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

第 2 部分：出售條款

1. 除非招標公告另有定義，在本出售條款中，下列詞語應具有下列含義：

「發展項目」	指 Grand YOHO Development。
「期數」	指發展項目的第二期(期數中住宅發展項目的第三、五及八座稱為「Grand YOHO」)。
「本臨時合約」	指買方根據招標文件遞交投標書，以及賣方根據招標文件的接納書而訂立的合約；

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

3. 買賣須根據正式合約的條款於辦公時間(即指由上午 10 時起至同日下午 4 時 30 分為止期間)內，在賣方律師的辦事處完成。

4. 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：

   (a) 由買方於接納書的日期之後的第 5 個工作日或之前簽立；及

   (b) 由賣方於接納書的日期之後的第 8 個工作日或之前簽立。

5. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。

6. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。

7. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。

8. 買方須於接納書的日期之後的 5 個工作日內攜帶招標文件及接納書到賣方律師的辦事處辦理下列手續(按：必須嚴守所訂日期。)：(i)簽署賣方代表律師所訂定之標準正式合約；(ii)在簽署正式合約之同時交付本臨時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。

9. 如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：

   (a) 本臨時合約即終止；

   (b) 買方支付的臨時訂金，即被沒收歸於賣方；及

   (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。

10. 該物業的量度尺寸載列於附表 1。

11. 該物業的買賣包括的裝置、裝修物料及設備載列於附表 2。

12. 在不損害《物業轉易及財產條例》(第 219 章)第 13 條和第 13A 條的原則下，賣方不得限

制買方依據法律就業權提出要求或反對的權利。

13. 買方確認已收到第 14 條所列出的"對買方的警告"的中英雙語文本，並完全明白其內容。

14. 就上述第 13 條而言，「**對買方的警告**」內容如下—

(a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.

(b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.

(c) 現**建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.

(d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.

(e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.

15. 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。

16. 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。

17. 買方律師有關處理、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的律師費用及雜項費用，全部由買方負責及支付。

18. 有關本臨時合約及/或正式合約及/或轉讓契之所有印花稅(包括但不限於根據香港法例第 117 章《印花稅條例》可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)，一概由買方負責支付。

19. 一切圖則費用、有關業權之契約之認證副本包括圖則之費用、查冊費、註冊費及其他支出款項均須由買方承擔。一切有關本物業按揭之法律費用及其他支出，均由買方負責。

20. 如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。

21. 買方須在賣方交吉該物業予買方時繳付管理人或賣方一切管理費按金、特別基金、泥頭清理費、預繳管理費及其他根據大廈公契之其他按金及費用，買方並須償還賣方代該物業已支付的上述費用包括水電煤按金。

22. 買方如有更改地址或電話，須以書面通知賣方。

23. 本物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。

24. 買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。

25. (a) 賣方和買方無意賦予任何第三者權利依據《合約（第三者權利）條例》(第 623 章)("該條例")強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b) 款及第(c)款的規定限制。

(b) 本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章)的情況下。

(c) 若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(在該條例定義)可依據該條例強制執行任何該等條款時：

(i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於本臨時合約；及

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

26. 在本臨時合約中—

(a) "**實用面積**"具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；

(b) "**工作日**"具有該條例第 2(1)條給予該詞的涵義；

(c) 附表 1 載列之每個單位的(a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及

(d) 附表 1 載列之每個單位的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。

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

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

Property 物業: Flat F on 35th Floor of Tower 8 of Grand YOHO, Phase 2 of Grand YOHO Development, 9 Long Yat Road, Yuen Long, New Territories 新界元朗朗日路 9 號 Grand YOHO Development 第二期 Grand YOHO 第 8 座 35 樓 F 室

(a) 本物業的實用面積為
the saleable area of the Property is 84.282 平方米/ square metres/ 907 平方呎，其中— square feet of which—

* 2.356 平方米／ square metres/ 25 平方呎為露台的樓面面積； square feet is the floor area of the balcony;
* 1.500 平方米／ square metres/ 16 平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform;
* xxx 平方米／ square metres/ xxx 平方呎為陽台的樓面面積； square feet is the floor area of the verandah; and

(b) 其他量度尺寸為— other measurements are—

*空調機房的面積為
the area of the air-conditioning plant room is xxx 平方米／ square metres/ xxx 平方呎； square feet;

*窗台的面積為
the area of the bay window is 2.823 平方米／ square metres/ 30 平方呎； square feet;

*閣樓的面積為
the area of the cockloft is xxx 平方米／ square metres/ xxx 平方呎； square feet;

*平台的面積為
the area of the flat roof is xxx 平方米／ square metres/ xxx 平方呎； square feet;

*花園的面積為
the area of the garden is xxx 平方米／ square metres/ xxx 平方呎； square feet;

*停車位的面積為
the area of the parking space is xxx 平方米／ square metres/ xxx 平方呎； square feet;

*天台的面積為
the area of the roof is xxx 平方米／ square metres/ xxx 平方呎； square feet;

*梯屋的面積為
the area of the stairhood is xxx 平方米／ square metres/ xxx 平方呎； square feet;

*前庭的面積為
the area of the terrace is xxx 平方米／ square metres/ xxx 平方呎； square feet;

*庭院的面積為
the area of the yard is xxx 平方米／ square metres/ xxx 平方呎。 square feet.

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

Property 物業: Flat F on 40th Floor of Tower 8 of Grand YOHO, Phase 2 of Grand YOHO Development, 9 Long Yat Road, Yuen Long, New Territories
新界元朗朗日路 9 號 Grand YOHO Development 第二期 Grand YOHO 第 8 座 40 樓 F 室

(a) 本物業的實用面積為
the saleable area of the Property is 84.282 平方米/ square metres/ 907 平方呎，其中— square feet of which—

* 2.356 平方米／ square metres/ 25 平方呎為露台的樓面面積； square feet is the floor area of the balcony;
* 1.500 平方米／ square metres/ 16 平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform;
* xxx 平方米／ square metres/ xxx 平方呎為陽台的樓面面積； square feet is the floor area of the verandah; and

(b) 其他量度尺寸為— other measurements are—

*空調機房的面積為
the area of the air-conditioning plant room is xxx 平方米／ square metres/ xxx 平方呎； square feet;

*窗台的面積為
the area of the bay window is 2.823 平方米／ square metres/ 30 平方呎； square feet;

*閣樓的面積為
the area of the cockloft is xxx 平方米／ square metres/ xxx 平方呎； square feet;

*平台的面積為
the area of the flat roof is xxx 平方米／ square metres/ xxx 平方呎； square feet;

*花園的面積為
the area of the garden is xxx 平方米／ square metres/ xxx 平方呎； square feet;

*停車位的面積為
the area of the parking space is xxx 平方米／ square metres/ xxx 平方呎； square feet;

*天台的面積為
the area of the roof is xxx 平方米／ square metres/ xxx 平方呎； square feet;

*梯屋的面積為
the area of the stairhood is xxx 平方米／ square metres/ xxx 平方呎； square feet;

*前庭的面積為
the area of the terrace is xxx 平方米／ square metres/ xxx 平方呎； square feet;

*庭院的面積為
the area of the yard is xxx 平方米／ square metres/ xxx 平方呎。 square feet.

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

Property 物業: Flat F on 45th Floor of Tower 8 of Grand YOHO, Phase 2 of Grand YOHO Development, 9 Long Yat Road, Yuen Long, New Territories
新界元朗朗日路 9 號 Grand YOHO Development 第二期 Grand YOHO 第 8 座 45 樓 F 室

(a) 本物業的實用面積為
the saleable area of the Property is 84.282 平方米/ square metres/ 907 平方呎，其中— square feet of which—

* 2.356 平方米／ square metres/ 25 平方呎為露台的樓面面積； square feet is the floor area of the balcony;
* 1.500 平方米／ square metres/ 16 平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform;
* xxx 平方米／ square metres/ xxx 平方呎為陽台的樓面面積； square feet is the floor area of the verandah; and

(b) 其他量度尺寸為— other measurements are—

*空調機房的面積為
the area of the air-conditioning plant room is xxx 平方米／ square metres/ xxx 平方呎； square feet;

*窗台的面積為
the area of the bay window is 2.823 平方米／ square metres/ 30 平方呎； square feet;

*閣樓的面積為
the area of the cockloft is xxx 平方米／ square metres/ xxx 平方呎； square feet;

*平台的面積為
the area of the flat roof is xxx 平方米／ square metres/ xxx 平方呎； square feet;

*花園的面積為
the area of the garden is xxx 平方米／ square metres/ xxx 平方呎； square feet;

*停車位的面積為
the area of the parking space is xxx 平方米／ square metres/ xxx 平方呎； square feet;

*天台的面積為
the area of the roof is xxx 平方米／ square metres/ xxx 平方呎； square feet;

*梯屋的面積為
the area of the stairhood is xxx 平方米／ square metres/ xxx 平方呎； square feet;

*前庭的面積為
the area of the terrace is xxx 平方米／ square metres/ xxx 平方呎； square feet;

*庭院的面積為
the area of the yard is xxx 平方米／ square metres/ xxx 平方呎。 square feet.

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

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

External wall – 外牆	Ceramic tiles or curtain wall or aluminium cladding. 外牆鋪砌瓦片或玻璃幕牆或鋁板。
Internal Wall – 內牆	Walls are finished with emulsion paint. 牆身髹上乳膠漆。
Residential – Entrance Lobby 住宅入口大堂	Natural stones or decorative mirror panel or glass panel or timber veneer panel or stainless steel panel for walls; and gypsum board false ceiling with emulsion paint and stainless steel panel. Natural stones for floor. 牆身鋪砌天然石材或裝飾鏡板或玻璃板或木材板或不銹鋼板及石膏板假天花髹上乳膠漆及不銹鋼板。地台鋪設天然石材。
Flooring – 地板	Engineered timber flooring for living / dining room and bedroom(s) (except for the following flats): **Living room and Dining Room** For the following flats, floors are finished with natural stone flooring and skirting. -Flat C, D at 48/F of Tower 3 -Flat C, D at 49/F of Tower 3 -Flat A, E at 50/F of Tower 3 -Flat C, D at 48/F of Tower 5 -Flat C, D at 49/F of Tower 5 -Flat A, E at 50/F of Tower 5 -Flat A, F at 49/F of Tower 8 -Flat A, F at 50/F of Tower 8 -Flat B, C at 51/F of Tower 8 **Bedroom** Floors are finished with engineered oak flooring and wooden skirting (except for the following flats): For the following flats, floors are finished with natural stone flooring and natural stone skirting. -Flat C, D at 48/F of Tower 3 -Flat A, E at 50/F of Tower 3 -Flat C, D at 48/F of Tower 5 -Flat A, E at 50/F of Tower 5 -Flat A, F at 49/F of Tower 8 -Flat B, C at 51/F of Tower 8 For the following flats, floors in Bedroom are finished with natural stone flooring and natural stone skirting, except Bedroom 4 and 5 are finished with engineered oak flooring and skirting. -Flat C, D at 49/F of Tower 3 -Flat C, D at 49/F of Tower 5 -Flat A, F at 50/F of Tower 8 客廳 / 飯廳及睡房鋪設複合木地板（以下單位除外）： **客廳及飯廳** 以下單位客廳及飯廳之地台均鋪砌天然石材地板及天然石材牆腳線。 -第 3 座 48 樓 C、D 單位 -第 3 座 49 樓 C、D 單位 -第 3 座 50 樓 A、E 單位 -第 5 座 48 樓 C、D 單位 -第 5 座 49 樓 C、D 單位 -第 5 座 50 樓 A、E 單位 -第 8 座 49 樓 A、F 單位 -第 8 座 50 樓 A、F 單位 -第 8 座 51 樓 B、C 單位 **睡房** 地台鋪砌複合橡木地板及木牆腳線（以下單位除外）。 以下單位睡房之地台均鋪砌天然石材地板及天然石材牆腳線。 -第 3 座 48 樓 C、D 單位 -第 3 座 50 樓 A、E 單位 -第 5 座 48 樓 C、D 單位 -第 5 座 50 樓 A、E 單位

-第 8 座 49 樓 A、F 單位
-第 8 座 51 樓 B、C 單位

以下單位睡房之地台均鋪砌天然石材地板及天然石材牆腳線，睡房 4 及睡房 5 鋪砌複合橡木地板及木牆腳線。
-第 3 座 49 樓 C、D 單位
-第 5 座 49 樓 C、D 單位
-第 8 座 50 樓 A、F 單位

Door –
門

Timber door with lockset.
木門配門鎖。

Window –
窗

Aluminium windows.
鋁窗。

Bathroom –
浴室

Sanitary fitments are provided. Natural stones or artificial stones, ceramic tile and decorated grey mirror for wall; gypsum board or decorated grey mirror (for some flats only) and aluminum false ceiling; natural stones or artificial stones for floor.
提供潔具。牆身鋪砌天然石材或人造石材、瓷磚及裝飾灰鏡; 假天花裝設石膏板或裝飾灰鏡(部份單位)和鋁質板。地台鋪設天然石材或人造石材。

Kitchen –
廚房

Natural stones or artificial stones, ceramic tile, stainless steel panel or decorative grey mirror (for some flats only) for wall; floor tiles for floor; false ceiling; cooking bench finished with artificial solid surfacing.
牆身鋪砌天然石材或人造石材、瓷磚、不銹鋼板或裝飾灰鏡(部份單位)。地台鋪設地磚; 假天花裝設。灶台為實體面材。

Other provisions –
其他設備

- Gas cooking hob, cooker hood, refrigerator, microwave oven, and washer dryer (except for the following flats):

For the following flats, gas cooking hob, cooker hood, refrigerator, microwave oven, electric oven and washer dryer.
Flat A and F at 49/F of Tower 8

For the following flats, gas cooking hob, cooker hood, refrigerator, microwave oven, electric oven, wine cooler and washer dryer.
-Flat B and C at 51/F of Tower 8

For the following flats, gas / electric cooking hob, cooker hood, refrigerator, microwave oven, electric oven, steam oven and washer dryer.
-Flat C and D at 48/F of Tower 3
-Flat C and D at 48/F of Tower 5

For the following flats, gas / electric cooking hob, cooker hood, refrigerator, microwave oven, electric oven, steam oven, wine cooler and washer dryer.
-Flat C and D at 49/F of Tower 3
-Flat A and E at 50/F of Tower 3
-Flat C and D at 49/F of Tower 5
-Flat A and E at 50/F of Tower 5
-Flat A and F at 50/F of Tower 8

煤氣爐、抽油煙機、雪櫃、微波爐及洗衣/乾衣機 (以下單位除外)

以下單位之廚房, 煤氣煮食爐、抽油煙機、雪櫃、微波爐、電焗爐及洗衣/乾衣機。
-第 8 座 49 樓 A、F 單位

以下單位之廚房, 煤氣煮食爐、抽油煙機、雪櫃、微波爐、電焗爐、酒櫃及洗衣/乾衣機。
-第 8 座 51 樓 B、C 單位

以下單位之廚房, 煤氣/電煮食爐、抽油煙機、雪櫃、微波爐、電焗爐、電蒸爐及洗衣/乾衣機。
-第 3 座 48 樓 C、D 單位
-第 5 座 48 樓 C、D 單位

以下單位之廚房, 煤氣/電煮食爐、抽油煙機、雪櫃、微波爐、電焗爐、電蒸爐、酒櫃及洗衣/乾衣機。
-第 3 座 49 樓 C、D 單位
-第 3 座 50 樓 A、E 單位
-第 5 座 49 樓 C、D 單位
-第 5 座 50 樓 A、E 單位
-第 8 座 50 樓 A、F 單位

- Installed water heater and exhaust fan for bathroom and kitchen. Bathroom installed dehumidifier.
浴室及廚房裝設熱水爐及抽氣扇, 浴室裝設抽濕機。

- Air-conditioner for living/ dining room and bedroom(s).
客廳 / 飯廳及睡房裝設冷氣機。

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

PART 3: OFFER FORM

(*To be completed by the Tenderer*)

To: **The Vendor**

1. Offer

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

I/We confirm that this tender is submitted on the basis that the Vendor will accept my/our tender for the purchase of all the Tendered Property and that I/we will be required to sign only one (1) Agreement covering all the Tendered Property.

2. Binding agreement if offer is accepted

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

3. Address for receipt of Letter of Acceptance

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

4. Declarations, representations and warranties

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

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

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

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

TENDERER MUST COMPLETE THIS PAGE

Schedule to the Offer Form

(To be completed by the Tenderer)

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

Section 2 – Tendered Property			
	Tower	Floor	Flat
1.			
2.			

Section 3 – Tender Price			
Tender price (HK$)			
Cashier order	Amount (HK$)	Bank	Cashier order no.
Cheque	Amount (HK$)	Bank	Cheque no.

TENDERER MUST COMPLETE THIS PAGE

Section 4 – Payment plan

ST14 Payment Plan (ST14)

1. Terms of Payment

- 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).

- The balance of the Purchase Price shall be paid within 300 days after the date of the Letter of Acceptance, but not earlier than 180 days after the date of the Letter of Acceptance. Subject to the aforesaid and to the proviso below, the Purchaser selects to pay the said 95% of the Purchase Price by the following installments as follows:

  - *[___% of the Purchase Price shall be paid within _____ days after the date of the Letter of Acceptance]

  - *[___% of the Purchase Price shall be paid within _____ days after the date of the Letter of Acceptance]

  - *[___% of the Purchase Price shall be paid within _____ days after the date of the Letter of Acceptance]

  - *[___% of the Purchase Price shall be paid within _____ days after the date of the Letter of Acceptance]

  - ___% of the Purchase Price shall be paid within _____ days after the date of the Letter of Acceptance

  (*Please delete as appropriate)

Note: The date of completion shall not be earlier than 180 days after the date of Letter of Acceptance.

2. Stamp Duty Express

* ☐ I/We **select** the Stamp Duty Express, and select the following amount of the Stamp Duty Express:

*☐ 9% of the Purchase Price ^
*☐ 4.25% of the Purchase Price
*☐ 3.75% of the Purchase Price

^ In order to be eligible for the Stamp Duty Express at the amount of 9% of the Purchase Price, it is a condition that the Purchaser shall have paid to the Vendor at least 10% of the Purchase Price (after taking into account of the preliminary deposit) on or before signing the Agreement notwithstanding the Terms of Payment in this Payment Plan. For the avoidance of doubt, if the Purchaser does not fulfill the aforesaid condition, the Purchaser shall not be entitled to any Stamp Duty Express.

* ☐ I/We **do not select** the Stamp Duty Express.
(Please tick as appropriate)*

For details of the gifts, financial advantage or benefits, please refer to Annex 11.

TENDERER MUST COMPLETE THIS PAGE

Section 5 – Declaration regarding ad valorem stamp duty and buyer's stamp duty ***(†Please tick as appropriate)***

(a) I am/We are [†☐ subject to/☐ not subject to] the buyer's stamp duty(7.5%);

(b) New rate (7.5%) of ad valorem stamp duty is [†☐ applicable/☐ not applicable] to my/our purchase of the Property;

(c) I am/we are [†☐entitled ／☐not entitled to] apply for upfront stamp duty relief (applicable to eligible incoming talent(s)).

(d) I /we confirm that 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].

(Note: This is one of the legal requirements for purchaser who intends to apply for exemption of buyer's stamp duty, claiming of ad valorem stamp duty (Scale 2 rates) or apply for upfront stamp duty relief.)

Section 6 – Related Tender(s)(if any) ***(† Please tick as appropriate)***

†☐ I/We confirm that I/we have, at the same time of submitting this Tender Document, submitted separate Offer Form(s) (in the Tenderer's sole name but not in joint names with others) as follows ("**Related Tender(s)**") :-

	Villa No. / Tower	Floor	Flat
1.			
2.			

Please choose only one of the following ***(† Please tick one of the following boxes)*** **:-**

†☐ I/We submit this tender on the condition that I/we wish to be awarded **ONE TENDER ONLY** amongst this tender and the Related Tender(s). I/We understand that if any one of this tender or the Related Tender(s) is accepted by the Vendor, other tenders would be disregarded and will not be considered or accepted by the Vendor. I/We also confirm, agree and accept that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

†☐ I/We submit this tender on the condition that the Vendor shall not accept this tender unless the Vendor also accepts **ALL the Related Tender(s) (including this tender)** at the same time. I/We also confirm, agree and accept that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

TENDERER MUST COMPLETE THIS PAGE

†☐ My/our Close Relative(s) (as hereinafter defined) (in the Close Relative(s)'s sole name(s) or the Close Relative(s) in joint names with other(s)), whose name(s) is/are set out in the table below, has/have submitted separate Offer Form(s) as follows ("**Related Tender(s)**") :-

	Name of the Close Relative(s) (and other joint tenderer(s))	ID No. / Passport No. / BR No.	Villa No. / Tower	Floor	Flat
1.					
2.					

I/We submit this tender on the condition that the Vendor shall not accept this tender unless the Vendor also accepts **ALL the Related Tender(s) (including this tender)** at the same time. I/We also confirm, agree and accept that the Vendor has the sole discretion to determine whether the Close Relative(s) relationship is satisfied and that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

I/We enclose herewith documentary proof (e.g. ID card, birth certificate, marriage certificate, etc.) of the Close Relative relationship for the Vendor's consideration.

For the purpose of this Section 6, "Close Relative" means a spouse, parent, child, brother, sister, grandparent and grandchild of the Tenderer (or any one of Tenderer(s)).

Section 7 – Intermediary (if any)	
Name of sales person	
EA Licence No.	
Estate agency	
Contact No.	

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

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

TENDERER MUST COMPLETE THIS PAGE

Section 8 – Viewing of the Property (or comparable residential property) ***(†Please tick either one)***

†□ The Vendor has made the Property (or a comparable residential property in compliance with section 44(2)(b)(i) of the Residential Properties (First-hand Sales) Ordinance (Cap. 621) (the "Comparable Property")) available for viewing by me/us and I/we have viewed the Property.

†□ I/We understand that I/we have the right to view the Property (or the Comparable Property) before submission of the tender and the Vendor has made the Property (or the Comparable Property) available for viewing by me/us, however, I/we have decided not to do so.

Section 9 – Declaration of relationship with the Vendor ***(† Please tick as appropriate)***

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

(A person is a related party to the Vendor if that person is:
(a) a director of the Vendor, or a parent, spouse or child of such a director;
(b) a manager of the Vendor;
(c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
(d) an associate corporation or holding company of the Vendor;
(e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
(f) a manager of such an associate corporation or holding company.

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

Section 10 – Submission checklist

The following documents are submitted together with this Tender Document (for details, please see paragraph 2.8 of the Tender Notice):-

1. ☐ Tender Document with the Offer Form completed and signed
2. ☐ Cashier order(s) and /or cheque(s)
3. ☐ Tenderer's identification documents
4. ☐ Intermediary's licence (if applicable)
5. ☐ Documentary proof of close relative relationship (if applicable)
6. Documents in Annex, duly signed and completed by the Tenderer:
   - (1) ☐ Warning to Purchasers (undated)
   - (2) ☐ Vendor's Information Form (undated)
   - (3) ☐ Acknowledgement Letter Regarding Stamp Duty (undated)
   - (4) ☐ Letter regarding Stamp Duty Express (undated) (if applicable)
   - (5) ☐ Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers (undated)
   - (6) ☐ Acknowledgement Letter Regarding Marble (undated)
   - (7) ☐ Acknowledgement Letter Regarding Noise Mitigation Measures (undated)
   - (8) ☐ Acknowledgement Letter Regarding Kitchen Cabinet Door (undated)
   - (9) ☐ Acknowledgment Letter Regarding Financing Plans (undated)
   - (10) ☐ Personal Information Collection Statement (undated)
   - (11) ☐ List of gifts, financial advantages or benefits

TENDERER MUST COMPLETE THIS PAGE

Section 11 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)

We declare and agree as follows:-

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

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

TENDERER MUST COMPLETE THIS PAGE

Section 12 – Signature of the Tenderer and witness	
I/We, the Tenderer, have read the entire Tender Document, the documents in the Annex, completed the Offer Form and the Schedule thereto. I/We agree to be bound by and confirm my/our acceptance to the terms and conditions of the Tender Document. *(Note: The Offer Form must be signed by ALL of the Tenderers if there is more than one Tenderer. If the Tenderer is a company, the Offer Form must be signed by its authorized signatory(s) with company chop.)*	
Signed by the Tenderer: X	Witnessed by: X
Name of the authorized signature (if the Tenderer is a company):	Name of the witness:
Date:	

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

第 3 部份：要約表格

(*由投標者填寫*)

致：**賣方**

1. 要約

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

本人／我們確認，本投標書當作基於賣方將會接納本人／我們投標一併購買全部該投標物業，以及本人／我們只須簽署一份包括全部該投標物業的正式合約而遞交。

2. 如要約獲接納將構成有效協議

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

3. 收取接納書的地址

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

4. 聲明、陳述及保證

本人／我們現聲明、陳述及保證如下：

(a) **本要約表格的附表中指明的資料，在本人／我們的所知的範圍內，均為真實及正確。**

(b) 除樓價、提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買該投標物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。

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

投標者須
填妥本頁

要約表格的附表

(由投標者填寫)

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

第2節 – 投標物業			
	座數	樓層	單位
1.			
2.			

第3節 – 投標價			
投標價 (HK$)			
銀行本票	金額 (HK$)	銀行	本票編號
支票	金額 (HK$)	銀行	支票編號

第 4 節–支付辦法

ST14 付款計劃 (ST14)

1. 支付條款

- 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
- 樓價餘額於接納書的日期後 300 日內繳付，但不可早於接納書的日期後 180 日。在上文所述及下文的但書所規限下，買方選擇按以下分期繳付所述的樓價 95%：
    - *[樓價___%於接納書的日期後_____日內繳付]
    - *[樓價___%於接納書的日期後_____日內繳付]
    - *[樓價___%於接納書的日期後_____日內繳付]
    - *[樓價___%於接納書的日期後_____日內繳付]
    - 樓價___%於接納書的日期後_____日內繳付

(*請刪去不適用者)

註：成交日不可早於接納書的日期後 180 日。

2. 印花稅直送

* □ 本人／我們**選擇**印花稅直送並選擇印花稅直送的金額相等於：

*□ 樓價的 9% ^
*□ 樓價的 4.25%
*□ 樓價的 3.75%

^ 為符合資格享有樓價的 9% 的印花稅直送，買方須在簽署正式合約或之前，向賣方支付最少樓價 10%（包括臨時訂金在內），不論本付款計劃載有的支付條款為何。為免疑問，如買方未能符合上述條件，買方將無權享有任何印花稅直送。

* □ 本人／我們**不選擇**印花稅直送。
*(*請剔適用者)*

有關贈品、財務優惠或利益的詳情，請參閱附件 11。

投標者須
填妥本頁

*第5節–有關從價印花稅及買家印花稅的聲明**(†請剔適用者)***

(a) 本人/吾等 [†☐ 須/☐ 毋須]繳付買家印花稅(7.5%)；

(b) 從價印花稅的新稅率 (7.5%) [†☐ 適用/☐ 不適用] 於本人/吾等購買的該物業；

(c) 本人/吾等 [†☐有資格 ／☐ 沒有資格] 申請即時印花稅寬免措施 (適用於合資格外來人才)。

(d) 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]。
注意：這是對打算申請豁免買家印花稅、申請從價印花稅(第二標準稅率)或申請即時印花稅寬免措施的買方的法律要求之一。)

*第6節–相關投標書 **(如有) (†請剔適用者)***

†☐ 本人／我們(以本人／我們的名義而非與他人聯名)已遞交以下個別的要約表格(「**相關投標書**」)：

	別墅號碼 / 大廈	樓層	單位
1.			
2.			

請選擇以下其中一個選項：***(†請剔其中一個方格)***

†☐ 本人／我們提交本投標的前提為本人／我們僅願賣方接受本投標書或相關投標書**其中的一個投標書**。本人／我們明白若賣方接受本人／我們的本投標書及相關投標書任何其中的一個投標書，其他的投標將不被理會及不被賣方考慮或接受。本人／我們亦確認、同意及接受賣方決定之投標結果為最終的，而本人／我們將不會就此提出任何申索或反對。

†☐ 本人／我們提交本投標的前提為除非賣方亦同時接受所有相關投標書(包括本投標書)，否則賣方不得接受本投標。本人/我們亦確認、同意及接受賣方決定之投標結果為最終的，而本人/我們將不會就此提出任何申索或反對。

投標者須
填妥本頁

†☐ 在以下列表列出名稱之本人／我們之近親(見義如下)(以近親的名義或近親與他人聯名)已遞交以下個別的要約表格(「**相關投標書**」)：

	近親(及其他聯名投票者)之名稱	身份證／護照／商業登記證號碼	別墅號碼 / 大廈	樓層	單位
1.					
2.					

本人／我們提交本人／我們提交本投標的前提為除非賣方亦同時接受**所有相關投標書(包括本投標書)**，否則賣方不得接受本投標。本人/我們亦確認、同意及接受賣方有唯一酌情權去決定是否有近親關係及賣方決定之投標結果為最終的，而本人/我們將不會就此提出任何申索或反對。

本人／我們 附上近親關係的證明文件(例如：身份證、出世紙、結婚證書等)供賣方考慮。

為本第 6 節的目的，「近親」指投標者(或其中一位投標者)的配偶、父母、子女、兄弟、姊妹、祖父母、外祖父母、孫及孫女。

第 7 節 – 中介人(如有)	
地產代理姓名	
地產代理牌照號碼	
公司名稱	
聯絡電話	

關於中介人的聲明(僅於有指明中介人時適用)

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

投標者須
填妥本頁

*第 8 節 – 參觀該物業(或相若住宅物業)(†**請剔其中一項**)*

†☐ 賣方已開放該物業(或根據《一手住宅物業銷售條例》第44(2)(b)(i)條開放的與本物業相若的住宅物業（「相若住宅物業」）)以供本人／我們參觀，而本人／我們亦已參觀該物業。

†☐ 本人／我們明白本人／我們有權在遞交投標書前參觀該物業(或相若住宅物業)，而賣方已開放該物業(或相若住宅物業)以供本人／我們參觀，但本人／我們決定不參觀該物業(或相若住宅物業)。

*第 9 節 – 與賣方關係的聲明(†**請剔適用者**)*

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

(如有以下情況，某人即屬賣方的「有關連人士」：
(a) 該人是賣方的董事，或該董事的父母、配偶或子女；
(b) 該人是賣方的經理；
(c) 該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
(d) 該人是賣方的有聯繫法團或控權公司；
(e) 該人是上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或
(f) 該人是上述有聯繫法團或控權公司的經理。

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

第 10 節 – 遞交清單

以下文件連同本招標文件遞交(詳情見招標公告第 2.8 段)：

1. ☐ 招標文件及要約表格已填妥及簽署
2. ☐ 銀行本票及/或支票
3. ☐ 投標者的身份證明文件
4. ☐ 中介人的牌照(如適用)
5. ☐ 近親關係的證明文件(如適用)
6. 由投標者填妥並簽署的附件的文件：
   - (1) ☐ 對買方的警告(未有填上日期)
   - (2) ☐ 賣方資料表格(未有填上日期)
   - (3) ☐ 關於印花稅的確認書(未有填上日期)
   - (4) ☐ 關於印花稅直送的信件(未有填上日期) (如適用)
   - (5) ☐ 關於繼續開放物業予有興趣買家參觀的確認信(未有填上日期)
   - (6) ☐ 關於雲石的確認信(未有填上日期)
   - (7) ☐ 關於噪音緩減措施的確認書 (未有填上日期)
   - (8) ☐ 關於廚櫃門板的確認書(未有填上日期)
   - (9) ☐ 關於財務計劃的確認信 (未有填上日期)
   - (10) ☐ 個人資料收集聲明(未有填上日期)
   - (11) ☐ 贈品、財務優惠或利益的列表

投標者須
填妥本頁

第 11 節 – 關於公司投標者的聲明(不適用於個人投標者)

我們聲明並同意如下：

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

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

投標者須
填妥本頁

第12節 – 投標者及見證人的簽署	
本人／我們，即投標者，已閱讀整份招標文件及附件中的文件，填妥要約表格及其附表。本人／我們同意遵守及接受招標文件的條款及細則。 *(註：如投標者由多於一人組成，要約表格須由所有投標者簽署。如投標者為公司，要約表格須由其獲授權人士簽署及蓋上公司印章。)*	
投標者簽署： X	見證人簽署： X
獲授權人士的名稱(如投標者為公司)：	見證人名稱：
日期：	

[第3部份：要約表格完]
[招標文件完]

附件
Annex

*(附件不屬於招標文件的一部份。然而，投標者**須簽署**以下標有"#"號的文件並連同招標文件一拼**遞交**及（如適用）**須簽署**以下標有"*"號的文件並連同招標文件一拼**遞交**。)*
*(The Annex does not form part of the Tender Document. However, the Tenderer should note documents marked with "#" **should be signed and submitted** together with the Tender Document and (if applicable) documents marked with "*" **should be signed and submitted** together with the Tender Document.)*

1. 對買方的警告 #
   Warning to Purchasers #

2. 賣方資料表格 #
   Vendor's Information Form #

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

4. (只適用於選擇有印花稅直送的付款計劃的投標者) 關於印花稅直送的信件*
   (For Tenderer selecting payment plan with Stamp Duty Express only) Letter regarding Stamp Duty Express*

5. 關於繼續開放物業予有興趣買家參觀的確認信 #
   Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers #

6. 關於雲石的確認信 #
   Acknowledgement Letter Regarding Marble #

7. 關於噪音緩減措施的確認書 #
   Acknowledgement Letter Regarding Noise Mitigation Measures #

8. 關於廚櫃門板的確認書 #
   Acknowledgement Letter Regarding Kitchen Cabinet Door #

9. 關於財務計劃的確認信 #
   Acknowledgment Letter Regarding Financing Plans #

10. 個人資料收集聲明 #
    Personal Information Collection Statement #

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

12. 律師收費表
    Legal fees Tables

13. 嚴禁清洗黑錢宣傳單張
    "Keep Money Laundering Away from Hong Kong" Leaflet

Annex 1
附件 1

TENDERER MUST COMPLETE THIS PAGE
投標者須填妥本頁

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

Vendor 賣方	City Success Limited 兆盛有限公司			
Phase of Development 發展項目期數	Grand YOHO, Phase 2 of Grand YOHO Development Grand YOHO Development 第二期, Grand YOHO			
Address 地址	9 Long Yat Road, Yuen Long, New Territories 新界元朗朗日路 9 號			
Property 物業		Tower 座數	Floor 樓層	Flat 單位
	1.			
	2.			
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	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

(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。

Dated this day of (Please leave undated upon tender submission)
公曆 年 月 日 (請勿於入標時填寫日期)

Signed by the Purchaser(s) 買方簽署

Annex 2
附件 2

TENDERER MUST COMPLETE THIS PAGE
投標者須填妥本頁

Vendor's Information Form
賣方資料表格

Vendor 賣方	City Success Limited 兆盛有限公司			
Phase of Development 發展項目期數	Grand YOHO, Phase 2 of Grand YOHO Development Grand YOHO Development 第二期, Grand YOHO			
Address 地址	9 Long Yat Road, Yuen Long, New Territories 新界元朗朗日路 9 號			
Property 本物業		Tower 座數	Floor 樓層	Flat 單位
	1.			
	2.			
Purchaser(s) 買方				
I I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼				
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

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

Tower 座數	Floor 樓層	Flat 單位	
8	35	F	HK$3,844 per month 港幣每月計
8	40	F	HK$3,844 per month 港幣每月計
8	45	F	HK$3,844 per month 港幣每月計

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

Tower 座數	Floor 樓層	Flat 單位	
8	35	F	HK$2,149 per quarter 港幣每季計
8	40	F	HK$2,191 per quarter 港幣每季計
8	45	F	HK$2,227 per quarter 港幣每季計

c) The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	No 沒有
d) The name of the manager of the Phase 期數的管理人的姓名或名稱	Kai Shing Management Services Limited 啟勝管理服務有限公司
e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Phase 賣方自政府或管理處接獲的關乎期數中的住宅物業的擁有人須分擔的款項的任何通知	No 沒有
f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Phase 賣方自政府接獲的規定賣方拆卸期數的任何部分或將期數的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響該物業的任何待決的申索	No 沒有

Annex 2
附件 2

TENDERER MUST COMPLETE THIS PAGE
投標者須填妥本頁

Date of Printing: 26/01/2024
印製日期: 26/01/2024

Signed by the Purchaser(s) 買方簽署

Annex 3
附件 3

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投標者須填妥本頁

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

Vendor 賣方	City Success Limited 兆盛有限公司			
Phase of Development 發展項目期數	Grand YOHO, Phase 2 of Grand YOHO Development Grand YOHO Development 第二期, Grand YOHO			
Address 地址	9 Long Yat Road, Yuen Long, New Territories 新界元朗朗日路 9 號			
Property 物業		Tower 座數	Floor 樓層	Flat 單位
	1.			
	2.			
Purchaser(s) 買方				
I I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼				
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

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上述物業之臨時買賣合約(「臨時合約」)及正式買賣合約(「買賣合約」)之前，買方已獲悉以下事項及其影響：

New rates of Ad Valorem Stamp Duty ("AVD") and Buyer's Stamp Duty ("BSD")
從價印花稅及買家印花稅新稅率

1. On 25 October 2023, the Chief Executive announced in his 2023 Policy Address the proposed reduction of the rate of AVD at Part 1 of Scale 1 from 15% to 7.5% and the proposed reduction of the rate of BSD from 15% to 7.5% with effect from 25 October 2023.
   2023 年 10 月 25 日，行政長官在 2023 年施政報告中宣布，建議由 2023 年 10 月 25 日起，將從價印花稅第 1 標準第 1 部的稅率由 15%下調至 7.5%及將買家印花稅的稅率由 15%下調至 7.5%。

Stamp duty suspension for eligible incoming talents
暫免合資格外來人才繳付印花稅

2. On 25 October 2023, the Chief Executive announced in his 2023 Policy Address that the Government would introduce a stamp duty suspension mechanism for eligible incoming talents purchasing residential property in Hong Kong. For eligible incoming talents who bought the first residential property in Hong Kong on or after 25 October 2023, they can apply for a suspension of the liabilities in respect of BSD (at new rate 7.5%) and AVD (at new rate 7.5%) for the residential property purchased, but they still need to pay AVD at Scale 2 rates such that the overall stamp duty charged will be on par with that charged on first-time home buyers who are permanent residents. Such arrangement applies to any sale and purchase agreement entered into on 25 October 2023 and onwards. Upon becoming a Hong Kong permanent resident, they can apply for waiver in relation to the stamp duty suspended.
   2023 年 10 月 25 日，行政長官在 2023 年施政報告中宣布，政府會為在港購置住宅物業的合資格外來人才引進暫免繳付印花稅的機制。如合資格外來人才在 2023 年 10 月 25 日或之後在香港購買首個住宅物業，可申請暫免繳付買家印花稅（新稅率 7.5%）及從價印花稅（新稅率 7.5%），但他們仍需按第 2 標準稅率繳付從價印花稅。這將使其印花稅負擔與首次置業的香港永久性居民看齊。此安排適用於在 2023 年 10 月 25 日或之後簽訂的買賣協議。在他們成為香港永久性居民後，可申請免除暫免繳付的印花稅。

3. Specifically, the Government will introduce the Stamp Duty (Amendment) (Residential Properties) Bill 2023 (the "Bill") to take forward the initiative. Subject to the enactment of the Bill by the Legislative Council, unless otherwise provided,
   具體而言，政府將提交《2023 年印花稅（修訂）（住宅物業）條例草案》（下稱《條例草案》），以推進相關措施。待立法會制定有關《條例草案》成為法例後，除另有規定外，

   (a) the new rate of AVD will be applicable to any instrument executed on or after 25 October 2023 for the sale and purchase or transfer of residential property that is subject to AVD at Part 1 of Scale 1 rate;

從價印花稅新稅率將適用於在 2023 年 10 月 25 日或之後所簽立以買賣或轉讓住宅物業而須按第 1 標準第 1 部繳納從價印花稅的文書；

(b) the new rate of BSD will be applicable to any instrument executed on or after 25 October 2023 for the sale and purchase or transfer of residential property that is subject to BSD; and
買家印花稅新稅率將適用於在 2023 年 10 月 25 日或之後所簽立以買賣或轉讓住宅物業而須繳納買家印花稅的文書；及

(c) the upfront stamp duty relief will be applicable to any instrument executed on 25 October 2023 and thereafter for the acquisition of the first residential property by eligible incoming talents.
即時印花稅寬免措施將適用於在 2023 年 10 月 25 日或之後，合資格外來人才為購買首個住宅物業而簽署的文書。

Adjusting the value bands of Ad Valorem Stamp Duty at Scale 2 rates
調整從價印花稅（第 2 標準稅率）的稅階

4. The Stamp Duty (Amendment) (No. 2) Ordinance 2023 ("2023 (No. 2) Amendment Ordinance") was gazetted on 25 May 2023 to give effect to a proposal in the 2023-24 Budget to make adjustments in the value bands on which the AVD at Scale 2 rates apply. Under the 2023 (No. 2) Amendment Ordinance, unless otherwise provided, the new value bands are applicable to any instrument executed at 11 a.m. on 22 February 2023 or thereafter for the sale and purchase or transfer of residential property or non-residential property that is subject to AVD at Scale 2 rates.
《2023 年印花稅(修訂) (第 2 號)條例》(2023(第 2 號)修訂條例)已於 2023 年 5 月 25 日刊憲，以實施 2023-24 年度財政預算案中的一項建議，即調整「從價印花稅」第 2 標準稅率的稅階。根據 2023(第 2 號)修訂條例，除另有規定外，新稅階適用於任何在 2023 年 2 月 22 日上午 11 時或之後所簽立以買賣或轉讓住宅物業或非住宅物業而須按第 2 標準稅率予以徵收「從價印花稅」的文書。

Tightening Up of Exemption Arrangement
收緊豁免安排

5. 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 Part 1 of Scale 1 rate (which is from 25 October 2023 onwards, at 7.5%) 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，仍須按第 1 標準第 1 部的稅率(由 2023 年 10 月 25 日起，為 7.5%)繳付從價印花稅。

6. There is no change to the circumstances under which AVD at Scale 2 rates is applicable or AVD is exempted.
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。

7. For details of the stamp duty and the applicable exemptions, please browse the Inland Revenue Department website (www.ird.gov.hk).
有關印花稅及適用的豁免，詳情請瀏覽稅務局網頁 (www.ird.gov.hk)。

Procedures to be followed by the Purchaser who does not select the Stamp Duty Express under the Payment Plan
不選擇付款計劃中印花稅直送之買方須遵守的程序

8. If the Purchaser claims that the AVD at Scale 2 rates shall apply and/or BSD shall be exempted and/or the upfront stamp duty relief for eligible incoming talent shall be applicable :-
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及/或合資格外來人才的即時印花稅寬免措施適用：

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

(b) The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors :-
買方承諾向賣方律師交付並促使其律師向賣方律師交付：

(i) within 17 days from the date of the Agreement for Sale and Purchase, a certified true copy of the Statutory

Declaration together with a duly completed Form IRSD 118 or Form IRSD 125E, as the case may be, 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 表格或 IRSD125E 表格(視情況而定)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。

Procedures to be followed by the Purchaser who selects the Stamp Duty Express under the Payment Plan
選擇付款計劃中印花稅直送之買方須遵守的程序

9. Please refer to the "Letter Regarding Stamp Duty Express" for details.
詳情請參閱「關於印花稅直送的信件」。

Other Matters
其他事項

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

11. I/We understand that I/we shall be solely responsible for ascertaining whether I/we am/are HKPR, subject to the BSD and subject to the AVD at new rate and whether upfront stamp duty relief for eligible incoming talent is applicable.
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」及合資格外來人才的即時印花稅寬免措施是否適用。

12. 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 or apply for upfront stamp duty relief for eligible incoming talent, 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) 或申請合資格外來人才的即時印花稅寬免措施，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。

13. I/We acknowledge that this acknowledgement letter does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt. Whether the AVD at Scale 2 rates will be applicable to me/us and/or whether I/we shall be exempted for BSD and/or whether the upfront stamp duty relief for eligible incoming talent is applicable is subject to the decision of the Collector of Stamp Revenue.
本確認書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」及／或合資格外來人才的即時印花稅寬免措施是否適用有決定權。

TENDERER MUST COMPLETE THIS PAGE
投標者須填妥本頁

14. Nothing in this acknowledgement 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.
本確認書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。

15. The Chinese translation of this acknowledgement letter is for reference purposes only. In case of any dispute, the English version shall prevail.
本確認書中文譯本僅供參考，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

Annex 4
附件 4

TENDERER MUST COMPLETE THIS PAGE (IF APPLICABLE)
投標者須填妥本頁(如適用)

Letter regarding Stamp Duty Express
關於印花稅直送的信件

Vendor 賣方	City Success Limited 兆盛有限公司			
Phase of Development 發展項目期數	Grand YOHO, Phase 2 of Grand YOHO Development Grand YOHO Development 第二期, Grand YOHO			
Address 地址	9 Long Yat Road, Yuen Long, New Territories 新界元朗朗日路 9 號			
Property 物業		Tower 座數	Floor 樓層	Flat 單位
	1.			
	2.			
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	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

To 致: The Purchaser 買方

1. We, City Success Limited, refer to your purchase of the Property under a preliminary agreement for sale and purchase (the "**Preliminary Agreement**").
本公司兆盛有限公司現就閣下根據一份臨時買賣合約(以下稱「**臨時合約**」)購買本物業一事致函閣下。

2. The purpose of this letter is to confirm our offer to you, subject to and in accordance with the terms and conditions of this letter, in particular the fulfillment of your obligations in paragraph 3 below (please fill in a "✓" at the appropriate box#):-
本信件之目的是為了確認本公司按照本信件所列的條款與細則（尤其是有關閣下履行以下第 3 段所列責任的條款），向閣下提供「印花稅直送」（請在適用之方格內填寫「✓」號#）：-

   ☐ The amount of the "Stamp Duty Express" shall be equal to 9% of the purchase price; or
   「印花稅直送」金額相當於樓價的 9%；或

   ☐ The amount of the "Stamp Duty Express" shall be equal to 4.25% of the purchase price; or
   「印花稅直送」金額相當於樓價的 4.25%；或

   ☐ The amount of the "Stamp Duty Express" shall be equal to 3.75% of the purchase price.
   「印花稅直送」金額相當於樓價的 3.75%。

The amount of the "Stamp Duty Express" selected herein shall be consistent with that in Section 4 of the Schedule to the Offer Form.
揀選的「印花稅直送」金額須與在要約表格的附表第 4 節中的選擇一致。

The primary purpose of "Stamp Duty Express" is for payment (or part payment) of AVD on behalf of the Purchaser. Only the amount of "Stamp Duty Express" to the extent of the specified cap as set out in the Offer Form is for payment (or part payment) of AVD. The portion of "Stamp Duty Express" that is for payment (or part payment) of AVD as aforesaid is hereinafter referred to as "**AVD Portion**". The portion or remaining amount of "Stamp Duty Express" not so used as aforesaid (hereinafter referred to as "**Remaining Portion**") will be applied for part payment of the balance of purchase price of the Property directly (as a cash rebate).
「印花稅直送」的主要用途為代買方繳付從價印花稅（或其部份）。不多於要約表格中列明的指明上限金額之「印花稅直送」部份將用於繳付從價印花稅（或其部份）。如前述用於繳付從價印花稅（或其部份）之「印花稅直送」部份以下稱為「從價印花稅**部份**」。沒有如前述用途使用之「印花稅直送」部份或剩餘金額（以下稱為「**剩餘部份**」）將直接用於支付本物業的部份樓價餘額（作為現金回贈）。

3. **By signing this letter, you agree to the following:-**
簽署本信件即表示閣下同意以下各項：

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

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

(b) You shall make payment of the further deposit, additional deposit(s), further part payment(s) and balance of purchase price within the time specified in the Agreement for Sale and Purchase and perform and observe all other terms and conditions in the Preliminary Agreement and the Agreement for Sale and Purchase. If you have selected Stamp Duty Express in the amount equal to 9% of the Purchase Price, it is a condition that you shall have paid at least 10% of the Purchase Price, (after taking into account the preliminary deposit) on or before signing the Agreement for Sale and Purchase notwithstanding the terms of payment in the relevant payment plan. For the avoidance of doubt, if you do not fulfill the aforesaid condition, you shall not be entitled to any Stamp Duty Express.
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。如閣下選擇了「印花稅直送」金額相當於樓價的 9%，閣下必須於簽署買賣合約或之前已繳付最少樓價 10% (包括臨時訂金在內)，不論有關付款計劃載有的支付條款為何。為免疑問，如閣下未能符合上述條件，閣下將無權享有任何印花稅直送。

(c) Upon signing of the Agreement for Sale and Purchase,
在簽署買賣合約之時，

(i) 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 on the Agreement for Sale and Purchase less the amount of "AVD Portion", plus 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. The above arrangement is without prejudice to your obligation to pay stamp duty under the Agreement for Sale and Purchase.
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的從價印花稅減「AVD 部份」的金額 ，加上加蓋買賣合約副本及（如《印花稅條例》要求）臨時合約的定額費用及（如適用）買家印花稅。以上安排是不減損閣下在買賣合約下支付印花稅的責任。

(ii) You shall provide the following to the Vendor's solicitors:
閣下須向賣方代表律師提供以下文件：

(A) (If you claim that lower rates (Scale 2) of AVD shall apply and/or BSD shall be exempted)
（如閣下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）

- a Statutory Declaration (in Form IRSD 131) made by you accompanied with a copy of your Hong Kong Identity Card(s)
  閣下作出的「法定聲明」（表格 IRSD 131）及附上閣下的香港身份證副本
- Application for Charging Ad Valorem Stamp Duty at Lower Rates (Scale 2) / Exemption of Special Stamp Duty / Buyer's Stamp Duty (Form IRSD118(E)) (signed by you or your solicitors)
  申請以較低稅率(第 2 標準)繳納從價印花稅 / 豁免繳納額外印花稅 / 買家印花稅 （表格 IRSD 118(E)）（由閣下或閣下代表律師簽署）
- Application for Refund of Stamp Duty (Form IRSD125(E)) (signed but undated)
  印花稅退款申請書（表格 IRSD 125(E)）（已簽署但無註明日期）
- Application for Partial Refund of Ad Valorem Stamp Duty (Form IRSD125A(E)) (signed but undated)
  申請退還部分從價印花稅（表格 IRSD 125A(E)）（已簽署但無註明日期）
- Letter of Indemnity (for Payer of Stamp Duty) (Form L/1(1) (10/ 2022)) (signed, witnessed but undated)
  償還稅款保證書（供支付印花稅者填報）（Form L/1(1)(10/2022)）（已簽署及見證但無註明日期）
- Stamping Request (Form IRSD112(E)) (signed by you or your solicitors, indicating that the Vendor pays 100% share of AVD) and
  加蓋印花申請（表格 IRSD 112(E)）（由閣下或閣下代表律師簽署及訂明賣方支付 100%從價印花稅）及
- such other document(s) as may be required by the Vendor or the Vendor's solicitors.
  其他賣方或賣方代表律師要求的文件。

(B) (If you claim that upfront stamp duty relief for eligible incoming talent is applicable)
（如閣下聲稱合資格外來人才的即時印花稅寬免措施適用）

- a Statutory Declaration (in Form IRSD 131) made by you accompanied with a copy of your Hong Kong Identity Card(s)
  閣下作出的「法定聲明」（表格 IRSD 131）及附上閣下的香港身份證副本
- Application for Suspension of or Waiver of Liability to Stamp Duty by Eligible Incoming Talent (Form

IRSD125E(E))
合資格外來人才暫免／免除繳付印花稅法律責任的申請書（表格 IRSD 125E(E)）

- Application for Refund of Stamp Duty (Form IRSD125(E)) (signed but undated)
  印花稅退款申請書（表格 IRSD 125(E）)（已簽署但無註明日期）
- Application for Partial Refund of Ad Valorem Stamp Duty (Form IRSD125A(E)) (signed but undated)
  申請退還部分從價印花稅（表格 IRSD 125A(E)）（已簽署但無註明日期）
- Letter of Indemnity (for Payer of Stamp Duty) (Form L/1(1) (10/ 2022)) (signed, witnessed but undated)
  償還稅款保證書（供支付印花稅者填報）（Form L/1(1)(10/2022)）（已簽署及見證但無註明日期）
- Stamping Request (Form IRSD112(E)) (signed by you or your solicitors, indicating that the Vendor pays 100% share of AVD) and
  加蓋印花申請（表格 IRSD 112(E)）（由閣下或閣下代表律師簽署及訂明賣方支付 100%從價印花稅）及
- such other document(s) as may be required by the Vendor or the Vendor's solicitors.
  其他賣方或賣方代表律師要求的文件。

4. The "AVD Portion" will be applied by the Vendor directly for payment (or part payment) of the AVD chargeable on the Agreement for Sale and Purchase on your behalf. You shall remain primarily liable for payment of the AVD, and shall be responsible for payment of the difference (if any) between the actual amount of AVD and the amount of the "AVD Portion", 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.
賣方將應用「AVD 部份」直接代閣下繳付買賣合約的應繳的從價印花稅（或其部份）。閣下仍須負上繳付從價印花稅的主要責任，及須負責繳付實際從價印花稅的金額與「AVD 部份」的金額之間的差額（如有）、加蓋買賣合約副本及（如印花稅條例要求）臨時合約的定額費用及（如適用）買家印花稅。

5. After the "AVD Portion" has been applied for payment (or part payment) of the AVD by the Vendor for the first time:
在賣方首次應用「AVD 部份」繳付從價印花稅（或其部份）後：

   (a) Subject to settlement of the balance of the purchase price in accordance with the Agreement for Sale and Purchase, the Vendor will apply the remaining amount of the "Remaining Portion" (as a cash rebate) for part payment of the balance of the purchase price of the Property directly.
   在閣下按買賣合約付清樓價餘額的情況下，賣方會將「剩餘部份」（如有，作為現金回贈）直接用於支付本物業的部份樓價餘額。

   (b) After the Vendor has paid or applied the "Stamp Duty Express" as aforesaid, the Vendor's obligation to you under this benefit will be discharged. Even if there is a change in the purchase price in the future (whether due to your application to change the terms of payment which has been approved by the Vendor or other reason), the amount of the "Stamp Duty Express" will not be adjusted as a result of the change in the purchase price and the Vendor is no longer required to pay any additional stamp duty for you.
   賣方在繳付或應用「印花稅直送」後，賣方對閣下關於此優惠的責任將完結。即使樓價日後有更改（不論是否因閣下日後申請更改支付辦法獲得賣方同意或其他原因），「印花稅直送」的金額不會因樓價更改而調整，賣方亦無須向閣下代繳任何進一步的印花稅。

6. If the Purchaser does not complete the purchase of the Property in accordance with the Agreement for Sale and Purchase, the full amount of the "Stamp Duty Express" shall be refunded to the Vendor.
如閣下沒有按買賣合約完成購買本物業，「印花稅直送」的全額將須退還給賣方。

7. The Vendor hereby expressly reserve its rights to claim against you for any damages and to apply for refund of the paid AVD ("**Refund**") from Inland Revenue Department if you fail to complete the sale and purchase of the Property in accordance with the terms and conditions of the Agreement for Sale and Purchase. In the event that the paid AVD (or any part thereof) ceases to be payable because of the cancellation or termination of the Agreement for Sale and Purchase for whatever reason, you shall forthwith carry out all steps and actions as required by the Vendor to assist the Vendor to obtain the Refund from the competent authorities. You hereby agree that, whether or not the Agreement for Sale and Purchase has been cancelled or terminated, you shall, upon the request of the Vendor, sign any relevant forms and documents for the purpose of enabling the Vendor to claim the Refund, and/or authorizes the Vendor to apply for the Refund and for such purpose, date and use the aforesaid forms and documents, fill in such other forms and documents as may be required and submit them to the competent authorities at any time as the Vendor deems fit.
假如閣下沒有根據買賣合約的條款及條件完成本物業的交易，賣方保留向閣下追討索償及向稅務局申請退回已支付的從價印花稅（「**退款**」）之權利。若買賣合約因任何原因被取消或終止而不再需要支付已付之從價印花稅（或其任何部分），閣下須立即採取一切賣方要求之步驟及行動協助賣方從有關當局取回退款。閣下特此同意，不論當時買賣合約是否已經被取消或終止，閣下須因應賣方的要求簽署任何表格及文件，令賣方能夠申請退款及／或授權賣方申請退款，及為該目的使用該表格及文件及填上日期，填寫其他所需的表格及文件及將之遞交到有關當局。

8. If you are entitled to apply for partial refund of AVD ("**Partial Refund**") after disposing of the only existing residential property in Hong Kong owned by you ("**Existing Property**"),
如閣下在出售閣下在香港的唯一的現有住宅物業(「**現有物業**」)後,合資格申請退還部份從價印花稅(「**部份退款**」),

   (a) You shall ensure that the disposal of the Existing Property is within the time limit prescribed by the Stamp Duty Ordinance and that you comply with other requirements stipulated by the Stamp Duty Ordinance.
   閣下須確保出售現有物業是在《印花稅條例》訂明的時限之內,及閣下須遵守《印花稅條例》訂明的其他要求。

   (b) You shall timely notify the Vendor's solicitors and provide such documents as may be required by the Inland Revenue Department or the Vendor's solicitors to enable the Vendor's solicitors to apply for Partial Refund at your own costs and expenses. The Partial Refund shall be made payable to the Vendor or the Vendor's solicitors.
   閣下須及時通知賣方代表律師及提供稅務局或賣方代表律師所要求的文件,以讓賣方代表律師能夠申請部份退款,相關費用及開支由閣下負責。部份退款須支付予賣方或賣方代表律師。

   (c) If the Partial Refund is received by the Vendor or the Vendor's solicitors before the date of settlement of balance of purchase price of the Property, the net balance of the Partial Refund after deducting relevant costs and expenses will be applied directly for settlement of part of balance of purchase price of the Property, if it is reasonably practicable for the Vendor or the Vendor's solicitors to do so. In other cases, subject to the settlement of the balance of purchase price of the Property by you, the net balance of the Partial Refund after deducting relevant costs and expenses will be released to you.
   如賣方或賣方代表律師於付清本物業的樓價餘額前收到部份退款,賣方或賣方代表律師在合理可行的情況下,會將部份退款的淨餘款(在扣減相關費用及開支後)直接用於支付本物業的部份樓價餘額。在其他情況下,在閣下付清本物業的樓價餘款的情況下,部份退款的淨餘款(在扣減相關費用及開支後)將會發放予閣下。

   (d) The Vendor and the Vendor's solicitors do not give and shall not be deemed to have given any representation, undertaking or warranty regarding the application for Partial Refund. Regardless of the outcome of the application, you agree that you will not make any claim against the Vendor and/or the Vendor's solicitors about any matters relating to the application.
   賣方或賣方代表律師無給予及不應當作為已給予任何就申請部份退款的陳述、承諾或保證。無論申請結果成功與否,閣下同意不得就申請相關事宜向賣方及/或賣方代表律師提出任何申索。

9. The Vendor will under no circumstance be responsible for any penalty or loss if there is any late payment of stamp duty, whether or not due to any late payment of the "Stamp Duty Express" (or any part thereof) for whatever reason.
於任何情況下,無論是否因延遲發放「印花稅直送」(或其任何部分)或因任何原因而未有如期繳付印花稅,賣方均無須就任何罰款或損失負責。

10. 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 Phase 2 of Grand YOHO Development. In any event, you shall only be entitled to receive the "Stamp Duty Express" once for each residential property. The rights or benefits conferred on you under this letter are non-assignable and non-transferable.
本信件的利益屬於閣下個人所有,並且僅向作為簽署購買 Grand YOHO Development 第二期的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使用印花稅直送一次。本信件賦予閣下的權利或利益不得轉讓或轉移。

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. All the rights and remedies of the Vendor under the Agreement for Sale and Purchase shall not be affected by these terms and conditions. The terms and conditions herein constitute an agreement between the parties hereto independent of your purchase of the Property and the Agreement for Sale and Purchase and nothing herein contained or any failure by any party hereto to observe or perform any of its obligation hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Agreement for Sale and Purchase, or the rights, duties or obligations of the parties to the Agreement for Sale and Purchase. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, you shall remain liable to be bound to observe and perform all the terms and conditions in the Agreement for Sale and Purchase and to complete the purchase of the Property in accordance with the provisions of the Agreement for Sale and Purchase. The terms and conditions herein will not exonerate or exempt the Purchaser from being liable for his failure to complete the purchase. Any claim that you may have under or in relation to or in connection with the terms and conditions herein shall be a claim against the Vendor for damages only.
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。賣方所有買賣合約下之權利及補償均不受本信件的條件及條款影響。於本信件的條款及條件構成於此所載之各方之間訂立的協議,且獨立於閣下購買本物業及買賣合約,於本信件的任何內容或任何一方如未能遵守或履行其本信件之任何責任,則買賣合約的運作、有效性或可強制執行性或買賣合約之下各方的權利、義務或責任亦不會被任何方式損害、變更或影響。為免生疑,若賣方未能履行其於本信件之責任,閣下仍須遵守及履行買賣合約的所有條款及條件及按買賣合約的條款完成購買本物業。本信件的條款及條件不排除或豁免閣下在未能完成買賣時需負之責任。閣下所有按或就本信件的條款及條件提出的或與本信件的條款及條件有關連的申索,只限於為了取得損害賠償的申索。

Annex 4
附件 4

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 parties do not intend any term of this letter to be enforceable by any third party 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.
各方無意賦予任何第三者權利依據《合約(第三者權利)條例》（第 623 章）（「該條例」）強制執行本信件下任何條款，並且同意排除該條例對本信件的適用。

14. In case of dispute, we reserve our rights to make the final decision on all matters arising from this letter and such decision shall be binding on you.
如有爭議，本公司有權就本信件引起的所有事宜作最後決定，該決定對閣下有約束力。

15. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.
如本信件之中、英文文本有任何歧義，一切以英文文本為準。

For and on behalf of
Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited
As agent of City Success Limited

Authorized Signature(s)
授權人士簽署

Annex 4
附件 4

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TENDERER MUST COMPLETE THIS PAGE (IF APPLICABLE)
投標者須填妥本頁(如適用)

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(7.5%);
本人/吾等 [☐ ***須*** / ☐ ***毋須***] 繳付買家印花稅(7.5%)；

(b) New rate (7.5%) of ad valorem stamp duty is **[** ☐ ***applicable*** / ☐ ***not applicable***] to my/our purchase of the Property;
從價印花稅的新稅率 (7.5%) [☐ ***適用*** / ☐ ***不適用***] 於本人/吾等購買的該物業；

(c) I am/we are [・ entitled ／ ・ not entitled to] apply for upfront stamp duty relief (applicable to eligible incoming talent(s)).
本人/吾等 [・有資格 ／ ・沒有資格] 申請即時印花稅寬免措施(適用於合資格外來人才)。

(d) 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***]。
(Note: This is one of the legal requirements for purchaser who intends to apply for exemption of buyer's stamp duty, claiming of ad valorem stamp duty (Scale 2 rates) or apply for upfront stamp duty relief.
注意：這是對打算申請豁免買家印花稅、申請從價印花稅(第二標準稅率)或申請即時印花稅寬免措施的買方的法律要求之一。)

I/We acknowledge and understand that City Success Limited relies on my/our declarations and representations made above in offering the 'Stamp Duty Express" to me/us.
本人/吾等知悉及明白兆盛有限公司倚賴本人/吾等上述作出的聲明及陳述向本人/吾等提供「印花稅直送」。

Signed by the Purchaser(s) 買方簽署

Note: Please use Block Letters. All fields in this notice must be completed. This form must be signed by ALL of the Purchasers if there are more than one Purchaser(s). If the Purchaser is a corporation, this form must be signed by its authorized signatory(s) with company chop.
附註：請使用正楷。本表格的所有欄必須填寫。本表格須由所有買方簽署。如買方為公司，須由公司之授權人士簽署及蓋上公司印鑑。

Annex 5
附件 5

TENDERER MUST COMPLETE THIS PAGE
投標者須填妥本頁

Acknowledgement Letter Regarding
Availability of Property for Viewing by Potential Purchasers
關於繼續開放物業予有興趣買家參觀的確認信

Vendor 賣方	City Success Limited 兆盛有限公司			
Phase of Development 發展項目期數	Grand YOHO, Phase 2 of Grand YOHO Development Grand YOHO Development 第二期, Grand YOHO			
Address 地址	9 Long Yat Road, Yuen Long, New Territories 新界元朗朗日路 9 號			
Property 物業		Tower 座數	Floor 樓層	Flat 單位
	1.			
	2.			
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	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

I/We, the undersigned, hereby acknowledge and confirm that before the signing of the Preliminary Agreement for Sale and Purchase ("Preliminary Agreement") of the Property, I/we am/are fully aware of and accept the following matters :-
本人／我們，下述簽署人，僅此知悉及確認在簽署本物業之臨時買賣合約(「臨時合約」)之前，本人／我們清楚明白及接受下列事項:-

After my/our signing of the Preliminary Agreement of the Property, the Property will continue to be made available for viewing by potential purchasers of other properties until completion of the sale and purchase of the Property.
在本人／我們簽署本物業的臨時合約之後直至本物業的買賣完成之前，本物業將會繼續開放供其他物業之有興趣買家參觀。

In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.
如本函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Annex 6
附件 6

TENDERER MUST COMPLETE THIS PAGE
投標者須填妥本頁

Acknowledgement Letter Regarding Marble
關於雲石的確認信

Vendor 賣方	City Success Limited 兆盛有限公司			
Phase of Development 發展項目期數	Grand YOHO, Phase 2 of Grand YOHO Development Grand YOHO Development 第二期, Grand YOHO			
Address 地址	9 Long Yat Road, Yuen Long, New Territories 新界元朗朗日路 9 號			
Property 物業		Tower 座數	Floor 樓層	Flat 單位
	1.			
	2.			
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	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

I/We, the undersigned, hereby acknowledge and confirm that before the signing of the Preliminary Agreement for Sale and Purchase ("**Preliminary Agreement**") of the Property, I/we am/are fully aware of and accept the following matters :-
本人／我們，下述簽署人，僅此知悉及確認在簽署本物業之臨時買賣合約(「**臨時合約**」)之前，本人／我們清楚明白及接受下列事項:-

1. I/We have inspected the marble in the Property and are fully satisfied with the colour and pattern of the marble.
   本人／我們已視察本物業內的雲石並且完全滿意雲石的顏色及花紋。

2. I/We shall not (i) raise any objection or complaint in relation to the colour and pattern of the marble or (ii) request for the change or replacement of the marble due to the aforesaid reasons.
   本人／我們不可(i)就雲石的顏色及花紋提出任何反對或投訴或(ii)因前述原因要求更換或替換雲石。

In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.
如本函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Annex 7
附件 7

TENDERER MUST COMPLETE THIS PAGE
投標者須填妥本頁

Acknowledgement Letter Regarding Noise Mitigation Measures
關於噪音減緩措施的確認書

Vendor 賣方	City Success Limited 兆盛有限公司			
Phase of Development 發展項目期數	Grand YOHO, Phase 2 of Grand YOHO Development Grand YOHO Development 第二期, Grand YOHO			
Address 地址	9 Long Yat Road, Yuen Long, New Territories 新界元朗朗日路 9 號			
Property 物業		Tower 座數	Floor 樓層	Flat 單位
	1.			
	2.			
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	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

I/We, the undersigned, hereby acknowledge and confirm that, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, I/we am/are aware of and understand that :-
本人 / 吾等，下方簽署人，特此知悉及確認，本人 / 吾等簽署本物業的臨時買賣合約前已獲悉及清楚明白以下事項 ：—

(i) As mentioned in paragraph 1 of the Relevant Information in the Sales Brochure, there are Noise mitigation measures including acoustic fins, noise mitigation windows and solid balconies in the Phase. For details of such noise mitigation measures and related units in the Phase, prospective purchasers should refer to the Noise Impact Assessment Report dated 14 March 2014 (Reference Number: R0004_V4.1) (the "NIAR"). Copy of the NIAR will be annexed to the Deed of Mutual Covenant Incorporating Management Agreement and will also be available for free inspection upon request by prospective purchasers at the sale office during its opening hours (photocopies will be available on payment of photocopying charges). Prospective purchasers should note the impact of the existence of acoustic fins and solid balconies on the views of related units and that the related units may be affected by noise if the noise mitigation windows are opened.
依售樓說明書中有關資料第 1 段，期數內設有噪音緩解措施包括隔聲鰭、噪音緩減窗戶及封邊露台。為了解噪音緩解措施詳情及期數內相關單位，準買家應參閱 2014 年 3 月 14 日的噪音影響評估報告（參考編號 R0004_V4.1）（「NIAR」）。噪音影響評估報告副本將隨附於《大廈公契及管理協議》，準買家並可於售樓處在其開放時間內要求免費查閱（可於支付影印費後取得影印本）。準買家應注意隔聲鰭及封邊露台對相關單位景觀造成的影響，以及如噪音緩減窗戶被開啓時相關單位將可能受噪音影響。

(ii) I/We have been provided with the Sales Brochure of the Phase and have read and accept the contents thereof. In particular, my/our attention has been drawn to the noise mitigation measures in the Phase and the said Noise Impact Assessment Report and understand that the Property is one of the related units set out in the Noise Impact Assessment Report and that the Property will be affected by noise if the noise mitigation windows therein are opened.
本人 / 吾等獲提供期數之售樓說明書，並已閱讀及接受其內容，特別是期數內設有噪音減緩措施及上述噪音影響評估報告。本人 / 吾等明白本物業為噪音影響評估報告列出相關單位之一，以及如本物業之噪音緩減窗戶被開啟後本物業將受噪音影響。

I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the above and fully accepts the same without any objection.
本人 / 吾等確認及聲明本人 / 吾等同意購入本物業時已完全知悉上述事項，並完全接收並不會作出任何反對。

In the event of any conflict or discrepancy between the Chinese and English versions of this Acknowledgement Letter, the English version shall prevail.
如本確認書之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Annex 8
附件 8

TENDERER MUST COMPLETE THIS PAGE
投標者須填妥本頁

Acknowledgement Letter Regarding Kitchen Cabinet Door
關於廚櫃門板的確認書

Vendor 賣方	City Success Limited 兆盛有限公司			
Phase of Development 發展項目期數	Grand YOHO, Phase 2 of Grand YOHO Development Grand YOHO Development 第二期, Grand YOHO			
Address 地址	9 Long Yat Road, Yuen Long, New Territories 新界元朗朗日路 9 號			
Property 物業		Tower 座數	Floor 樓層	Flat 單位
	1.			
	2.			
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	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

I/We, the undersigned, hereby acknowledge and confirm that before the signing of the Preliminary Agreement for Sale and Purchase ("**Preliminary Agreement**") of the Property, I/we am/are fully aware of and accept the following matters :-
本人／我們，下述簽署人，僅此知悉及確認在簽署本物業之臨時買賣合約(「**臨時合約**」)之前，本人／我們清楚明白及接受下列事項:-

1. I/We acknowledge that the materials and finishes of the kitchen cabinet of (i) the properties in Tower 3 and 5 will be replaced with high gloss polyethylene terephthalate foil door panels, aluminium framed glass doors and high gloss acrylic door panels; (ii) the properties in Tower 8 will be replaced with aluminium framed glass doors and high gloss acrylic door panels upon the handover of the Property to me/us on completion.
本人／我們知悉，在本物業成交並交樓予本人／我們時，(i) 於第 3 及 5 座的物業的廚櫃的材料及裝修物料將由高光聚酯膜門板、鋁框玻璃門板及高光亞加力門板取代；(ii) 於第 8 座的物業的廚櫃的材料及裝修物料將由鋁框玻璃門板及高光亞加力門板取代。

2. The colour and texture of the surface of the kitchen cabinet may vary slightly from those displayed at the Property (or at the comparable residential property made available for viewing by me/us).
廚櫃表面的顏色及質料或將與本物業(或開放供本人／我們參觀的相若的住宅物業)內展示的有輕微不同。

3. Notwithstanding any other provisions contained in the Preliminary Agreement and/or the Agreement for Sale and Purchase, I/we agree to purchase the Property and shall not raise any requisitions or objection relating to the materials and finishes of the kitchen cabinet of the Property.
儘管臨時買賣合約及／或正式買賣合約有任何其他條款，本人／我們同意購買本物業，及不會對本物業的廚櫃的材料及裝修物料作出任何要求或反對。

4. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.
如本函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Annex 9
附件 9

TENDERER MUST COMPLETE THIS PAGE
投標者須填妥本頁

Acknowledgement Letter Regarding Financing Plans
關於財務計劃的確認信

Vendor 賣方	City Success Limited 兆盛有限公司			
Phase of Development 發展項目期數	Grand YOHO, Phase 2 of Grand YOHO Development Grand YOHO Development 第二期, Grand YOHO			
Address 地址	9 Long Yat Road, Yuen Long, New Territories 新界元朗朗日路 9 號			
Property 物業		Tower 座數	Floor 樓層	Flat 單位
	1.			
	2.			
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	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

I/We, the undersigned, hereby acknowledge and are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that:-
本人／吾等，即下方簽署人，特此確認本人／吾等簽署本物業的臨時買賣合約前已清楚明白以下事項：

1. A copy of the "Reminder to Prospective Purchasers" issued by the Sales of First-hand Residential Properties Authority is produced in Appendix 1 hereto.
本確認信的附錄 1 載有一手住宅物業銷售監管局發出的「給準買家的提醒」。

2. The information document(s) on financing plan(s) offered by the Vendor's designated financing company as set out in the relevant annex of the Tender Document of the Property ("the Information Document(s)") is as follows:
本物業的招標文件內所列由賣方指定財務公司提供的財務計劃的資料文件（「資料文件」）如下：

Financing Plan **財務計劃**	**Relevant annex of Tender Notice** **招標文件的相對附件**
Standby First Mortgage Loan 備用第一按揭貸款	Annex 11.2(a) 附件11.2(a)
Standby Second Mortgage Loan 備用第二按揭貸款	Annex 11.2(b) 附件11.2(b)

The Vendor has reminded me/us to read the Information Document(s) if I/we intend to apply for any financing plan(s) offered by the Vendor's designated financing company as set out in the Tender Document of the Property.
賣方已提醒本人／吾等，如本人／吾等有意申請本物業的招標文件內所列由賣方指定財務公司提供的任何財務計劃，本人／吾等應細閱資料文件。

3. The Vendor has reminded me/us to directly enquire with the Vendor's designated financing company if in doubt about the details of the terms and conditions of the financing plan(s), approval conditions and application procedures.
賣方已提醒本人／吾等，如對財務計劃的條款及條件、批核條件和申請手續有疑問，應直接向賣方指定財務公司查詢有關詳情。

4. I/we confirm that I/we have been allowed sufficient time to read the "Reminder to Prospective Purchasers" and (if applicable) the Information Document(s).
本人／吾等確認本人／吾等獲給予足夠時間閱讀「給準買家的提醒」及（如適用）資料文件。

5. I/we understand that (a) all the terms and conditions of the financing plan(s) are subject to approval by the Vendor and/or the Vendor's designated financing company; and (b) the Vendor, its appointed estate agents and the Vendor's designated financing company will not provide any guarantee that I/we will be able to secure any mortgage, charge or loan or any desired terms to finance my/our purchase of the Property.

本人／吾等明白(a)財務計劃的所有條款及細則均以賣方及／或賣方指定財務公司所批核者為準；及(b)賣方、其委任的地產代理及賣方指定財務公司不會就本人／吾等能獲得任何按揭、押記或貸款或任何希望取得的條款用以資助本人／吾等購買本物業而作出任何保證。

6. The parties do not intend any term of this acknowledgement letter to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "**CRTPO**") and agree that this acknowledgement letter shall be excluded from the application of the CRTPO.
各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」）強制執行本確認信下任何條款，並且同意排除該條例對本確認信的適用。

7. In the event of any conflict or discrepancy between the Chinese and English versions of this acknowledgement letter, the English version shall prevail.
如本確認信之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Note 備註：
Please use Block Letters. All fields in this notice must be completed. This form must be signed by ALL of the Purchasers if there are more than one Purchaser(s). If the Purchaser is a corporation, this form must be signed by its authorized signatory(s) with company chop.
請使用正楷。本表格的所有欄必須填寫。本表格須由所有買方簽署。如買方為公司，須由公司之授權人士簽署及蓋上公司印鑑。

Annex 9
附件 9
Appendix 1
附錄1

Reminder to Prospective Purchasers
給準買家的提醒

If you intend to opt for any financing plan (such as mortgage, charge or loan) offered by the vendor or vendor's designated financing company(ies) (Designated FC), BEFORE entering into a preliminary agreement for sale and purchase (PASP), you should:
如你擬用由賣方或其指定財務公司提供的財務計劃（例如按揭、押記或貸款），你應在簽訂買賣合約**前**：

(a) **Study carefully** the information of the financing plans (including terms and conditions, etc) as set out in **the Tender Document(s)** and other relevant document(s):
細閱有關**招標文件**和其他相關文件內列出的財務計劃資料（包括條款及條件等）；

(b) Always be **cautious about verbal undertaking**, for example, guaranteed or ease of approval of any mortgage, charge or loan, made by third party (such as an estate agent), whether the financing plan will be available at the time of completion of the transactions, etc. Verbal undertaking should be **put in writing** with endorsement from the company concerned to avoid dispute.
不要輕信地產代理等第三方的**口頭承諾**，例如保證獲得或易於取得按揭、押記或貸款的批核，並注意在交易完成時是否仍有相關的財務計劃等。口頭承諾應**書寫下來**，並經有關公司加簽，以避免爭議；

(c) **Enquire with the vendor or Designated FC** (as the case may be) **direct** about the details of the terms and conditions of the financing plan(s) (including any penalty on early redemption), approval conditions and application procedures, including whether there will be time limit within which the financing plan is available:
直接向賣方或其指定財務公司（視屬何種情況而定）**查詢**有關財務計劃的條款及條件(包括任何提早還款的罰款)、批核條件和申請手續(包括有關財務計劃是否只在特定時限內提供)等詳情；

(d) **Do NOT enter into PASP rashly** before ascertaining from the vendor or Designated FC (as the case may be) **in writing** the amount of loan that can be obtained and the terms under the financing plan(s). Read the contractual documents carefully and seek legal advice if considered necessary before you sign any document; and
在賣方或其指定財務公司（視屬何種情況而定）**以書面形式**確認根據財務計劃可取得的貸款額及相關條款前，**切勿貿然簽訂臨時買賣合約**。在簽署任何文件前，應小心閱讀合約文件內容，並在有需要時徵詢法律意見；以及

(e) **Remain cool-headed** and critically consider the followings:
保持冷靜並審慎考慮以下事項：

- Be mindful of any requirement on minimum income level, provision of income proof and passing of stress test. Check the maximum loan repayment period, interest rate and loan limit under the first mortgage and second mortgage;
  留意任何有關最低入息水平、提供收入證明及通過壓力測試的規定。查看一按和二按的最長還款期、利率及貸款上限；

- Be mindful of risk of change of financial condition, approval criteria and other circumstances that may occur between the date of purchase and date of payment and may affect your ability

to obtain loan under the financing plan;
注意在購買日與付款日之間財務狀況、批核準則和其他情況可能有變的風險，因而影響你根據財務計劃取得的貸款的能力；

- Pay attention to mortgage loan plans with high loan-to-value ratio, particularly if you are selecting stage payment. Should the market value of the residential property fall below the original transaction price or when there is an increase in the interest rates during the interim period, you may not be able to borrow enough money from the vendor or Designated FC or bank to complete the transaction. If you have no extra funds to complete the transaction, your down payment will very likely be forfeited;
對按揭成數高的按揭貸款計劃要特別留神，尤其是擬選用建築期付款方式的準買家。如在此期間，住宅物業的市值跌至低於買入價或利率上升，你未必可以向賣方、其指定財務公司或銀行借得足夠款額以完成交易。如你並沒有額外資金完成交易，你的首期付款很可能會被沒收。

- Affordability and repayment ability–after the end of interest and repayment holidays, the mortgage repayment amount and the interest incurred may increase significantly. Taking into account the rising cycle of interest rate, the interest payable will likely increase further; and
負擔能力與還款能力 - 在免息免供期完結後，按揭還款額及利息可能會大幅增加。鑑於利息處於上升周期，利息支出可能會進一步上升；以及

- Seek legal advice on your rights and obligations under the financing plan and the sale and purchase agreement. For instance, what are your options if the financing plan is no longer available or you are not able to obtain a loan thereunder?
就你在財務計劃和買賣合約方面的權利與義務徵詢法律意見。舉例說，如有關財務計劃不再接受申請，或你未能根據有關計劃取得貸款，你有什麼選擇？

Annex 10
附件 10

新鴻基地產(銷售及租賃)代理有限公司
個人資料收集聲明

收集閣下的個人資料

新鴻基地產(銷售及租賃)代理有限公司（「本公司」或「我們」）爲提供服務及產品（包括處理閣下的物業交易），需要閣下不時向我們提供閣下的個人資料及詳情。若沒有所需的資料及詳情，我們可能無法提供閣下要求的服務及產品。

我們亦可能產生及編制有關閣下的資料。閣下提供的或我們不時產生及編制有關閣下的個人資料及詳情統稱爲「閣下資料」。

本聲明列出閣下資料可能被用作的用途、閣下就我們使用閣下資料所同意的事項及閣下根據《個人資料（私隱）條例》(486 章)（「條例」）的權利。

閣下資料可能被用作的用途

我們可能不時使用閣下資料作下列一個或多個用途：

(i) 處理閣下的物業交易，包括準備文件和作出任何必要的安排以完成交易；
(ii) 向閣下提供及管理優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益（不論屬財務性質或以贈品或其他形式提供）；
(iii) 如閣下尋求按揭、第二按揭、信貸融資或財務融通，與承按人或信貸融資或財務融通提供者聯絡以處理閣下的申請；
(iv) 處理閣下就服務、產品、會籍或利益的申請或要求；
(v) 促進物業管理及保安；
(vi) 就我們或新鴻基地產集團（「集團」）任何其他成員或由集團成員及合資夥伴成立的合資公司（「合資公司」）提供的的服務、物業、物業發展項目或產品的質量進行調查（自願性質參與）；
(vii) 促銷服務、物業、物業發展項目、產品及其他標的（詳情請參閱以下「在直接促銷中使用閣下資料」部分）；
(viii) 進行統計研究和分析（統計研究及分析結果將不會揭露閣下的身分）；
(ix) 與閣下溝通；
(x) 調查及處理投訴；
(xi) 預防或偵測非法或可疑活動；及
(xii) 在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。

轉移閣下資料

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

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

Annex 10
附件 10

TENDERER MUST COMPLETE THIS PAGE
投標者須填妥本頁

在直接促銷中使用閣下資料

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

就直接促銷，我們有意：

(a) 使用我們不時收集、產生、編制或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據；

(b) 向閣下促銷以下類別的服務及產品：
   (1) 集團成員、合資公司或其他委任我們代其銷售或推廣地產物業的人士提供的地產物業（包括泊車位）或物業發展項目；
   (2) 我們、集團其他成員或合資公司提供的服務及產品（包括地產代理服務、信貸融資及財務服務）；
   (3) 我們、集團其他成員或合資公司提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及
   (4) 爲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) 爲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<u>不欲</u>我們如上述在直接促銷中使用閣下資料或向其他人士提供閣下資料以供其在直接促銷中使用，煩請在本聲明末端適當的方格內加上剔號（“✓”）行使閣下選擇不接受直接促銷的權利。閣下亦可在任何時候致函以下「查閱及改正閣下資料」部分所列地址選擇不接受直接促銷。

查閱及改正閣下資料

閣下有權根據條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求，可以指定的書面形式向我們的資料保障主任提出，其地址爲香港港灣道 30 號新鴻基中心 45 樓。

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

***

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

□ 請不要向我發送直接促銷資訊。

□ 請不要將本人的個人資料提供予其他人士以供其在直接促銷中使用。

簽署

姓名：
日期：

Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited
Personal Information Collection Statement

Collection of your personal information

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

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

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

Purposes for which Your Information may be used

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

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

Transfer of Your Information

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

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

TENDERER MUST COMPLETE THIS PAGE
投標者須填妥本頁

Use of Your Information in direct marketing

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

In connection with direct marketing, we intend:

(a) to use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;

(b) to market the following classes of services and products to you:
   (1) real estate properties (including car parking spaces) or property developments offered by member(s) of the Group, JV Companies or other persons who engage us to sell or promote real estate properties for them;
   (2) services and products offered by us, other members of the Group or JV Companies (including real estate agency services, credit facilities and financial services);
   (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us, other members of the Group or JV Companies; and
   (4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;

(c) in return for money or other property, to provide Your Information described in (a) above to other members of the Group for their use in direct marketing the classes of services and products described in (b) above.

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

Access to and correction of Your Information

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

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

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

□ Please do NOT send direct marketing information to me.

□ Please do NOT provide my personal data to other persons for their use in direct marketing.

Signature

Name:

Date:

Annex 11
附件 11

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 offer to provide the gifts, financial advantage or benefits shall be withdrawn if the Preliminary Agreement and the Agreement is/are terminated or cancelled for whatever reason.
如臨時合約及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. 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 first-hand 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.
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一手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. All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of the Property are offered to first-hand Purchaser only and shall not be transferable. The Vendor has absolute discretion in deciding all relevant matters including but not limited to whether a Purchaser is entitled to those discount, gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those discount, gift, financial advantage or benefit. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.
所有就購買該物業而連帶獲得的任何折扣、贈品、財務優惠或利益均只提供予買方及不可轉讓。賣方有絕對酌情權決定所有相關事項，包括但不限於買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。

6. For all cash rebate(s) (rounded up to the nearest integer) that will be offered by the Vendor for part payment of the balance of Purchase Price, subject to the relevant prerequisite for provision the cash rebate(s) being satisfied, the Vendor reserves the right to pay the cash rebate(s) to the Purchaser by other method(s) and in other manner. If subsequently it is discovered that the Purchaser is not entitled to any cash rebate(s), the Purchaser shall forthwith upon demand from the Vendor refund the relevant cash rebate(s) to the Vendor.
所有由賣方將提供用以支付樓價餘額部份的現金回贈(以向上捨入方式換算至整數)，在符合提供現金回贈的相關先決條件的情況下，賣方保留權利以其他方法及形式將現金回贈支付予買方。如其後發現買方不應獲得任何現金回贈，買方收到賣方要求後須立即退回相關現金回贈予賣方。

7. The Vendor's designated financing company is a related company of the Vendor. The Vendor's designated financing company does 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.
賣方的指定財務機構為賣方的有聯繫公司。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. 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 application shall not be processed.
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，否則貸款申請將不會獲處理。

(ST14) ST14 Payment Plan
ST14 付款計劃

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1. Stamp Duty Express
印花稅直送

Where the Purchaser selects the Stamp Duty Express in the Offer Form, the Purchaser shall be eligible for the Stamp Duty Express in an amount equal to the amount specified in the Offer Form. Please see Annex 11.1 for details.
如買方於要約表格選擇印花稅直送，買方可享有印花稅直送，印花稅直送的金額相等於要約表格中所指明的金額。詳情請參閱附件 11.1。

2. SHKP Club Member Cash Rebate
新地會會員現金回贈

If the Purchaser is a SHKP Club member (i.e. at least one individual Purchaser (if the Purchaser is an individual(s)) or at least one director of the Purchaser (if the Purchaser is a corporation) is a SHKP Club member on or before the date of settlement of the balance of the Purchase Price), the Purchaser shall be entitled to a SHKP Club Member Cash Rebate ("SHKP Club Member Cash Rebate") offered by the Vendor. The amount of the SHKP Club Member Cash Rebate shall be equal to HK$10,000.
如買方為新地會會員 (即在付清樓價餘額之日或之前，最少一位個人買方 (如買方是以個人名義) 或最少一位買方之董事 (如買方是以公司名義) 須為新地會會員)，可獲賣方送出新地會會員現金回贈(『新地會會員現金回贈』)。新地會會員現金回贈的金額相等於港幣$10,000。

For the avoidance of doubt, each residential property shall only be entitled to the SHKP Club Member Cash Rebate once.
為免疑問，每個住宅物業只可獲一次新地會會員現金回贈。

The Purchaser applies to the Vendor in writing for the SHKP Club Member Cash Rebate at least 30 days before the date of settlement of the balance of the Purchase Price. After the Vendor has received the application and duly verified the information, the Vendor will apply the SHKP Club Member Cash Rebate for part payment of the balance of the Purchase Price directly.
買方於付清樓價餘額之日前最少30日以書面向賣方申請新地會會員現金回贈，賣方會於收到申請並確認有關資料無誤後將新地會會員現金回贈直接用於支付部份樓價餘額。

3. 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
備用第一按揭貸款

- **only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)**
  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 amount of Standby First Mortgage Loan shall be 80% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. Please see Annex 11.2(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。詳情請參閱附件 11.2(a) 。

(b) Standby Second Mortgage Loan
備用第二按揭貸款

- **only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)**
  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 amount of the Standby Second Mortgage Loan amount shall be 30% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Standby Second Mortgage Loan shall not exceed 80% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. Please see Annex 11.2(b) for details.
備用第二按揭貸款的最高金額為淨樓價的 30%，惟第一按揭貸款(由第一按揭銀行提供)及備用第二按揭貸款總金額不可超過淨樓價的 80%，或應繳付之樓價餘額，以較低者為準。詳情請參閱附件 11.2(b)。

The term "Net Purchase Price" above means the amount of the Purchase Price of the Property after deducting the amount of the Stamp Duty Express (if applicable) as set out in paragraph 1, the SHKP Club Member Cash Rebate (if applicable) as set out in paragraph 2 and the Grand YOHO Special Cash Rebate (if applicable) as set out in paragraph 6.
上文『淨樓價』一詞指該物業之樓價扣除第 1 段所述的印花稅直送的金額(如適用)、第 2 段所述的新地會會員現金回贈(如適用)及第 6 段所述的 Grand YOHO 特別現金回贈(如適用)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 sale and purchase of the Property rectify any defects to the Property.
在不影響買方於正式合約下之權利的前提下，凡該物業有欠妥之處，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。

For the avoidance of doubt, the First 3 Years Warranty Offer does not apply to any defects caused by fair wear and tear, the act or neglect of any person; and the landscape area and potted plants (if any).
為免疑問，首3年保修優惠不適用於該欠妥之處由正常損耗、任何人之行為或疏忽造成；及園景及盆栽(如有)。

The First 3 Years Warranty Offer is subject to other terms and conditions.
首3年保修優惠受其他條款及細則約束。

5. Option to License Residential Car Parking Space(s)
使用住戶停車位選擇權

The Purchaser of any residential property set out in Table 1 below,
購買列於以下表1內任何住宅物業之買方，

Table 1
表1

Tower 座數	Floor 樓層	Flat 單位	No. of CPS Licence entitlement 使用住戶停車位數目
8	35	F	1
8	40	F	1
8	45	F	1

可享有獲許可使用該期數內的一個或多個（該數量可相等於或少於所購入以上表1內之住宅物業之數量）賣方不時編配的停車位的選擇權，詳情請參閱附件11.3。
will be granted an option to take a licence of one or more (number of which shall be equal to or less than the number of residential property listed in Table 1 above so purchased) car parking space in the Phase as the Vendor may allocate from time to time. Please see Annex 11.3 for details.

6. Grand YOHO Special Cash Rebate
Grand YOHO 特別現金回贈

- **only applicable to designated residential properties**
  只適用於指定住宅物業

If The Purchaser of any residential property set out in Table 2 below settles the balance of the Purchase Price in accordance with the Agreement, the Purchaser shall be entitled to a Grand YOHO Special Cash Rebate ("Grand YOHO Special Cash Rebate") offered by the Vendor
如購買列於以下表2內任何住宅物業之買方按正式合約付清樓價餘額，可獲賣方送出Grand YOHO 特別現金回贈(『Grand YOHO 特別現金回贈』)。

The amount of the Grand YOHO Special Cash Rebate is as follows:
Grand YOHO 特別現金回贈金額如下：

Table 2
表2

Tower 座數	Floor 樓層	Flat 單位	The amount of the Grand YOHO Special Cash Rebate Grand YOHO 特別現金回贈金額
8	35	F	樓價8% 8% of the Purchase Price
8	40	F	樓價8% 8% of the Purchase Price
8	45	F	樓價8% 8% of the Purchase Price

The Purchaser applies to the Vendor in writing for the Grand YOHO Special Cash Rebate at least 30 days before the date of settlement of the balance of the Purchase Price. After the Vendor has received the application and duly verified the information, the Vendor will apply the Grand YOHO Special Cash Rebate for part payment of the balance of the Purchase Price directly.
買方於付清樓價餘額之日前最少30日以書面向賣方申請Grand YOHO 特別現金回贈，賣方會於收到申請並確認有關資料無誤後將Grand YOHO特別現金回贈直接用於支付部份樓價餘額。

For the avoidance of doubt, each residential property shall only be entitled to the Grand YOHO Special Cash Rebate once.
為免疑問，每個住宅物業只可獲一次Grand YOHO 特別現金回贈。

The Grand YOHO Special Cash Rebate is subject to other terms and conditions.
Grand YOHO 特別現金回贈受其他條款及細則約束。

Annex 11
附件 11

Annex 11.1 Stamp Duty Express
附件 11.1 印花稅直送

- only applicable to the Purchaser who selects the Stamp Duty Express in the Offer Form
  只適用於在要約表格選擇印花稅直送的買方

(I) Subject to the settlement of the Purchase Price in accordance with the Agreement, the Purchaser shall be eligible for the Stamp Duty Express. The Stamp Duty Express will be applied by the Vendor directly for payment (or part payment) of the ad valorem stamp duty ("**AVD**") charageable on the Agreement on behalf of the Purchaser. The Purchaser shall remain primarily liable for payment of the AVD, and shall be responsible for payment of the difference (if any) between the actual amount of AVD and the amount of the Stamp Duty Express, 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.
在買方按正式合約付清樓價的情況下，買方可享有「印花稅直送」。賣方將應用「印花稅直送」直接代買方繳付正式合約的應繳的從價印花稅(「**AVD**」)(或其部份)。買方仍須負上繳付AVD的主要責任，及須負責繳付實際AVD的金額與「印花稅直送」的金額之間的差額(如有)、加蓋正式合約副本及(如印花稅條例要求)臨時買賣合約的定額費用及(如適用)買家印花稅。

(II) After the Stamp Duty Express has been applied for payment (or part payment) of the AVD by the Vendor for the first time:
在賣方首次應用「印花稅直送」繳付AVD(或其部份)後：

- If the amount of the Stamp Duty Express exceeds the amount of the AVD, subject to settlement of the balance of the Purchase Price in accordance with the Agreement, the Vendor will apply the remaining amount of the Stamp Duty Express (as a cash rebate) for part payment of the balance of the Purchase Price of the Property directly.
  如「印花稅直送」的金額大於AVD的金額，在買方按正式合約付清樓價餘額的情況下，賣方會將「印花稅直送」的剩餘金額(作為現金回贈)直接用於支付該物業的部份樓價餘額。

- After the Vendor has paid or applied the Stamp Duty Express as aforesaid, the Vendor's obligation to the Purchaser under this benefit will be discharged. Even if there is a change in the Purchase Price in the future (whether due to the Purchaser's application to change the terms of payment which has been approved by the Vendor or other reason), the amount of the Stamp Duty Express will not be adjusted as a result of the change in the Purchase Price and the Vendor is no longer required to pay any additional stamp duty for the Purchaser.
  賣方在繳付或應用「印花稅直送」後，賣方對買方關於此優惠的責任將完結。即使樓價日後有更改(不論是否因買方日後申請更改支付辦法獲得賣方同意或其他原因)，「印花稅直送」的金額不會因樓價更改而調整，賣方亦無須向買方代繳任何進一步的印花稅。

(III) If the Purchaser does not complete the purchase of the Property in accordance with the Agreement, the full amount of the Stamp Duty Express shall be refunded to the Vendor.
如買方沒有按正式合約完成購買該物業，「印花稅直送」的全額將須退還給賣方。

(IV) In case of dispute, the Vendor's determination shall be final and binding on the Purchaser.
若有爭議，賣方的決定為最終決定並對買方具有約束力。

(V) The Stamp Duty Express is subject to other terms and conditions.
「印花稅直送」受其他條款及細則約束。

Annex 11.2(a) Standby First Mortgage Loan ("First Mortgage Loan")
附件 11.2(a) 備用第一按揭貸款(『第一按揭貸款』)

- **only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)**
  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 makes a written application to the designated financing company for a First Mortgage Loan not less than 90 days before the date of completion of sale and purchase of the Property. Late loan applications will not be processed by the designated financing company.
買方於完成該物業之買賣交易日前最少90日以書面向指定財務機構申請第一按揭貸款。指定財務機構將不會處理逾期貸款申請。

(II) The Purchaser shall be a borrower of the First Mortgage Loan.
買方必須為第一按揭貸款的借款人。

(III) 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。

(IV) The Property shall only be self-occupied by the Purchaser.
該物業只可供買方自住。

(V) The maximum tenor of First Mortgage Loan shall be 25 years.
第一按揭貸款年期最長為25年。

(VI) The maximum amount of the First Mortgage Loan shall be 80% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable.
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。

(VII) Interest rate for the first 36 months shall be:
首36個月之利率為：

- (If the amount of the Frist 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 quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited ("Hong Kong Dollar Best Lending Rate") minus 1.75% p.a.; or
  (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%)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1.75% p.a.；或

- (If the amount of the Second Mortgage Loan does not exceed 70% of the Net Purchase Price) Hong Kong Dollar Best Lending Rate minus 2% p.a.,
  (如第一按揭貸款的金額不超過淨樓價的70%) 港元最優惠利率減2% 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認可而定。

(VIII) The Purchaser shall repay the First Mortgage Loan by monthly instalments.

買方須以按月分期償還第一按揭貸款。

(IX) No prepayment penalty for full repayment or partial prepayment is levied, but 1 month's prior written notice to the designated financing company is required. Each partial prepayment shall be at least HK$100,000.
全數或部分償還不徵收提前償還罰款，但須於一個月前以書面提前通知指定財務機構。每次部分償還必須不少於港幣$100,000。

(X) The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any), but no stress test is required. The Purchaser and his/her/its guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.
買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估，但無須壓力測試。買方及其擔保人(如有)必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。

(XI) The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income.
每月(所有種類)供款總額不可高於每月收入總額的50%。

(XII) The First Mortgage Loan application 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。

(XIII) 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代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第一按揭貸款的律師費用及代墊付費用。

(XIV) 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不可退還的申請手續費。

(XV) 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。

(XVI) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the First Mortgage Loan. The approval, disapproval or the approved loan amount of the First Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement (if applicable, including all revised Agreement and supplemental agreement(s)).

買方敬請向指定財務機構查詢有關第一按揭貸款用途及詳情。第一按揭貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按正式合約(如適用，包括所有修改後的正式合約及補充合約)完成該物業的交易及繳付該物業的樓價全數。

(XVII) 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。

(XVIII)No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the First Mortgage Loan.
賣方無給予或視之為已給予任何就第一按揭貸款之安排及批核的陳述或保證。

Annex 11.2(b) Standby Second Mortgage Loan ("Second Mortgage Loan")
附件 11.2(b) 備用第二按揭貸款(『第二按揭貸款』)

- **only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)**
  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 makes a written application to the designated financing company for a Second Mortgage Loan not less than 90 days before the date of completion of sale and purchase of the Property. Late loan applications will not be processed by the designated financing company.
買方於完成該物業之買賣交易日前最少90日以書面向指定財務機構申請第二按揭貸款。指定財務機構將不會處理逾期貸款申請。

(II) The Purchaser shall be a borrower of the Second Mortgage Loan.
買方必須為第二按揭貸款的借款人。

(III) The Second Mortgage Loan shall be secured by a legal mortgage over the residential property.
第二按揭貸款以該住宅物業之法定按揭作抵押。

(IV) The Property shall only be self-occupied by the Purchaser.
該物業只可供買方自住。

(V) 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。

(VI) The maximum amount of the Second Mortgage Loan shall be 30% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall not exceed 80% of the Net Purchase Price ("the upper limit of the total loan amount"), or the balance of Purchase Price payable, whichever is lower.
第二按揭貸款的最高金額為淨樓價的30%，惟第一按揭貸款(由第一按揭銀行提供)及備用第二按揭貸款總金額不可超過淨樓價的80%(『總貸款金額上限』)，或應繳付之樓價餘額，以較低者為準。
注意：如買方的即時印花稅寬免措施的申請獲稅務局接納，指定財務機構會相應調低總貸款金額上限。
Note: If the Purchaser's application for upfront stamp duty relief has been accepted by Inland Revenue Department, the designated financing company shall reduce the upper limit of the total loan amount accordingly.

(VII) Interest rate for the first 36 months shall be:
首36個月之利率為：

- (If the amount of the Second Mortgage Loan exceeds 20% of the Net Purchase Price, but does not exceed 30% 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 1.75% p.a.; or
  (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30%) 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1.75% p.a.；或

- (If the amount of the Second Mortgage Loan does not exceed 20% of the Net Purchase Price) Hong Kong Dollar Best Lending Rate minus 2% p.a.,
  (如第二按揭貸款的金額不超過淨樓價的20%) 港元最優惠利率減2% 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認可而定。

(VIII) The Purchaser shall repay the Second Mortgage Loan by monthly instalments.
買方須以按月分期償還第二按揭貸款。

(IX) No prepayment penalty for full repayment or partial prepayment is levied, but 1 month's prior written notice to the designated financing company is required. Each partial prepayment shall be at least HK$100,000.
全數或部分償還不徵收提前償還罰款，但須於一個月前以書面提前通知指定財務機構。每次部分償還必須不少於港幣$100,000。

(X) The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any), but no stress test is required. For the avoidance of doubt, the first mortgagee bank shall conduct a stress test in accordance with the guidance of the Hong Kong Monetary Authority (if applicable). The Purchaser and his/her/its guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.
買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估，但無須壓力測試。為免疑問，第一按揭銀行須按照香港金融管理局指引(如適用)進行壓力測試。買方及其擔保人(如有)必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。

(XI) The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income.
每月(所有種類)供款總額不可高於每月收入總額的50%。

(XII) The first mortgagee bank shall be nominated and referred by the designated financing company and the Purchaser shall obtain prior consent from the first mortgagee bank to apply for the Second Mortgage Loan.
第一按揭銀行須為指定財務機構所指定及轉介之銀行，買方並且須首先得到該銀行同意辦理第二按揭貸款。

(XIII) The first mortgage loan application (offered by the first mortgagee bank) and the Second Mortgage Loan application shall be approved by the relevant mortgagees independently.
第一按揭貸款申請(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。

(XIV) 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代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第二按揭貸款的律師費用及代墊付費用。

(XV) 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。

(XVI) 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。

(XVII) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Second Mortgage Loan. The approval, disapproval or the approved loan amount of the Second Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement (if applicable, including all revised Agreement and supplemental agreement(s)).
買方敬請向指定財務機構查詢有關第二按揭貸款用途及詳情。第二按揭貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按正式合約(如適用，包括所有修改後的正式合約及補充合約)完成該物業的交易及繳付該物業的樓價全數。

(XVIII) 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。

(XIX) No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the Second Mortgage Loan.
賣方無給予或視之為已給予任何就第二按揭貸款之安排及批核的陳述或保證。

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。

Annex 11
附件 11

Annex 11.3 Option to License Residential Car Parking Space(s)
附件 11.3 使用住戶停車位選擇權

(I) The Purchaser will be granted an option (the "Option") to take a licence (the "Licence") of car parking space(s) (the "CPS") in the Phase as the Vendor may allocate from time to time.
買方可享有獲許可使用(『該使用許可』)該期數內的賣方不時編配的停車位(『該停車位』)的選擇權(『該選擇權』)。

(II) Relevant timeframe, terms and conditions, modes and methods and other details of the Licence arrangements (collectively, the "Arrangements") of the car parking spaces will be announced by the Vendor. The Purchaser can exercise the Option in accordance with the Arrangements as and when they are announced by the Vendor. If the Purchaser does not exercise the Option to take a Licence of CPS in accordance with the Arrangements, then the Option shall lapse automatically and become null and void, the Vendor shall have no further obligation to grant the Option or Licence to such Purchaser, and the Purchaser shall not be entitled to any compensation therefor.
賣方將會公佈停車位之使用許可安排的有關時限、條款及細則、方式及方法及其他細節(『該等安排』)。當賣方公佈該等安排後，買方可按照該等安排行使該選擇權。如買方未有按照該等安排行使該選擇權以取得停車位的該使用許可，該選擇權將會自動失效，賣方將再沒有責任授予該選擇權或使用許可予買方，買方亦不會就此獲得任何補償。

(III) The exercise of the Option and the granting of the Licence are subject to the following basic terms and conditions :-
該選擇權的行使及該使用許可的授予受以下條款及細則約束 :-

(a) The Licence will be granted on a monthly basis. The Purchaser may continue to renew the monthly Licence each and every time when the Licence expires (i.e., without any interruption or suspension of renewal). Notwithstanding the above, the Purchaser shall have the right to such continuous renewal of the Licence for a period of ten (10) years from the date of completion of the sale and purchase of the relevant Property.
該使用許可將按月授予。買方可於每次該使用許可期滿時，連續地 將該按月使用許可續期(即沒有任何間斷或暫時中止續期)。但無論如何，買方將有權於由該相關物業的買賣成交日期起計的十年內獲該許可使用的連續性續期。

(b) The location of the CPS will not be a fixed one and shall be subject to determination or adjustment by the Vendor from time to time. The Vendor makes no representation, warranty or guarantee that the CPS will be provided within the same phase at which the Property is situated.
該停車位的位置浮動，並由賣方不時決定及調整。賣方不作出任何陳述、保證或擔保該停車位的位置將處於該有關物業的同一期數內。

(d) Each Licence shall be in such standard form as may be adopted by the Vendor for the car parking spaces licensed to other licensees of the Phase to be determined or adjusted by the Vendor from time to time.
各使用許可須按賣方就許可予該期數內的其他許可人的停車位而採用的指定格式製備，並由賣方不時決定及調整。

(e) The Licence fee and other charges (if any) payable by the Purchaser for the CPS shall be charged at the then prevailing market rates generally charged by the Vendor in respect of the car parking spaces at the Phase licensed to other licensees, as determined or adjusted by the Vendor from time to time.
停車位的使用許可費用及買方就該停車位應繳付的其他收費(如有)，將以賣方就許可予該期數內的其他許可人的停車位屆時一般地收取的市值收費，並由賣方不時決定及調整。

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

(IV) An agreement with respect to the Option in the form prescribed by the Vendor shall be signed in accordance with the Arrangements. If the Purchaser does not sign such agreement in accordance with the Arrangements, then the rights and benefits offered to the Purchaser shall lapse automatically, and the Vendor shall have no further obligation to grant the Option to the Purchaser subsequently. Such agreement does not confer or create any interest in land with respect to the Property or car parking space, and is therefore non-registrable.
買方須按照該等安排就該選擇權簽訂一份按照賣方指定格式製備的協議。如買方未有按照該等安排就該選擇權簽訂協議，買方被賦予的權利或利益將會自動失效，賣方將再沒有責任繼而授予該選擇權予買方。該協議不會就該物業或停車位賦予買方(或產生)任何權益，因此該協議屬不可予註冊的文件。

(V) All stamp duty or adjudication fee chargeable on any agreement with respect to the Option (including any licence agreement of the CPS) shall be borne by the Purchaser.
買方須負責所有就有關該選擇權的協議(包括任何該停車位的許可使用協議)而產生的印花稅或印花稅裁定費。

TENDERER MUST COMPLETE THIS PAGE
投標者須填妥本頁

(VI) The rights and benefits (if any) in relation to the Option or any licence of the CPS are personal to the Purchaser of the Property. The rights or benefits conferred on the Purchaser (if any) are non-assignable and non-transferable.
有關該選擇權或該停車位之許可使用的權利及利益(如有)屬於該物業之買方個人所有。買方被賦予的權利或利益(如有)不得轉讓或轉移。

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

Signed by the Purchaser(s) 買方簽署

Annex 12
附件 12

MAYER | BROWN
好 士 打

GRAND YOHO, PHASE 2 of GRAND YOHO DEVELOPMENT
GRAND YOHO DEVELOPMENT 第 2 期, GRAND YOHO

孖士打律師行
香港中環遮打道十號
太子大廈十八字樓
(港鐵中環站 K 出口)
電話: 28432211 傳真:28459121

MAYER BROWN
18th Floor, Prince's Building,
10 Chater Road, Central, Hong Kong.
(MTR Central Station Exit K)
Tel: 28432211 Fax: 28459121

Please make the necessary appointment and call at **MAYER BROWN** of **18th Floor, Prince's Building, No. 10 Chater Road, Central, Hong Kong** to sign the formal Agreement for Sale and Purchase during office hours **as soon as possible after the signing** of the Provisional Agreement for Sale and Purchase.
請於簽署臨時買賣合約後盡早(敬請預約)駕臨 **香港中環遮打道 10 號太子大廈 18 樓「孖士打律師行」**簽署正式買賣合約。

Please read carefully the "Anti-Money Laundering" leaflet prepared by the Law Society of Hong Kong, which is available at the Sales Office or can be downloaded from the following website and bring the following to the office of MAYER BROWN when signing the formal Agreement for Sale and Purchase:-
務請首先詳閱香港律師公會所發出有關「打擊洗錢」之單張，該單張由售樓處派發或可在以下網站下載，並於預約時間內攜帶以下文件駕臨孖士打律師行及親自簽署正式買賣合約:-
https://www.hklawsoc.org.hk/-/media/HKLS/Home/Support-Member/Professional-Support/AML/AML-Template/AML-Leaflet-for-Clients.pdf
https://www.hklawsoc.org.hk/-/media/HKLS/Home/Support-Member/Professional-Support/AML/AML-Template/AML-Leaflet-for-Clients-Chinese.pdf

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

If the Purchaser is a limited company, please bring the following documents upon signing of the formal Agreement for Sale and Purchase:
如買家為有限公司，簽署正式買賣合約時，請同時攜帶以下文件：

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

Important Notice 重要的提醒
Further Deposit / Part Payment of Purchase Price and Balance of Purchase Price shall be paid by CASHIER ORDER drawn in favour of "MAYER BROWN".
加付訂金或繳付部份樓價及樓價餘款須以銀行本票支付，抬頭請寫「孖士打律師行」。

If payments are made by direct cash deposit or by a third party, then further due diligence may have to be carried out by us on the source of funds as well as on the third party and this might delay the transaction.
如果直接以現金存款方式付款或由第三者付款，我們或須要對資金來源和第三者作進一步盡職調查，就此可能引致交易延誤。

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

Type of Documents 文件種類		(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
I.	Formal Agreement for Sale and Purchase 正式買賣合約 **Note 1** Upon signing of the Agreement for Sale and Purchase, the Purchaser shall pay the ad valorem stamp duty and buyer's stamp duty (if applicable) by way of cashier order made payable to "**Mayer Brown**" **備註 1** 買方必須在簽署正式買賣合約時用銀行本票支付從價印花稅及買家印花稅(如適用)，本票抬頭請寫「**孖士打律師行**」	**[see Note (a)]** **[見備忘錄(a)]**	1. Land search fees and miscellaneous charges : $400.00 田土廳查冊費及其他雜費：$400.00 2. Cost on account : $3,000.00 預付律師費 : $3,000.00 **[See Note (a)(ii) 見備忘錄(a)(ii)]** 3. #Registration fee : $210.00 #登記費: $210.00 4. **Part** of certified copy charges of title deeds : $3,000.00 部份業權契據認證副本費用 : $3,000.00 5. Company search fees (applicable to Corporate Purchaser only) : $200.00 公司查冊費(只適用於公司買家): $200.00 6. Plan fee for Agreement (subject to the final confirmation by the architect) see Table 1 買賣合約圖則費 (以則師最後收費為準) (見附表 1) 7. Stamp Duty and Buyer's Stamp Duty (please see Note on Stamp Duty) 印花稅及買家印花稅(請參閱印花稅須知) 8. Statutory Declaration to Stamp Office (if necessary): $600.00 each 擬備印花稅署之法定聲明(如需要): 每份$600.00 9. Specified fee for application for suspension of liability to stamp duty (if necessary): $210 申請暫免繳付印花稅的法律責任的費用: $210
II.	(a) First Legal Mortgage 第一正式按揭契 Loan Amount : 貸款額 (i) not exceeding $ 5,000,000.00 不超過$5,000,000.00 (ii) between $ 5,000,001.00 and $7,500,000.00 $5,000,001.00 至$7,500,000.00 之間 (iii) between $7,500,001.00 and $10,000,000.00 $7,500,001.00 至$10,000,000.00 之間 (iv) over $10,000,000.00 超過$10,000,000.00	**[see Note (b) & (c)]** **[見備忘錄 (b)及(c)]** $ 5,000.00 $ 7,000.00 $ 8,500.00 0.1% of Loan Amount	1. Land search fees and miscellaneous charges : $400.00 田土廳查冊費及其他雜費：$400.00 2. #Registration fee : $450.00 #登記費 : $450.00 3. #Filing fee at Companies Registry (applicable to Corporate Purchaser only) : $340.00 #公司註冊處按揭登記費(只適用於公司買家): $340.00 4. #Bankruptcy/winding up search fees ：$98.00 (each) #個人破產/公司清盤查冊費：$98.00 (每人/每間公司) 5. Company search fees (applicable to Corporate Purchaser only) : $200.00 公司查冊費(只適用於公司買家) : $200.00
	(b) Second Mortgage 第二正式按揭契	**[see Note (b) & (c)]** **[見備忘錄(b)及(c)]** $ 6,000.00	1. Land search fees and miscellaneous charges : $400.00 田土廳查冊費及其他雜費：$400.00 2. #Registration fee : $450.00 #登記費 : $450.00

Type of Documents 文件種類		(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
			3. #Adjudication fee for Second Mortgage : $ 50.00 第二正式按揭契裁定費 : $50.00 4. #Filing fee at Companies Registry (applicable to Corporate Purchaser only) : $340.00 #公司註冊處按揭登記費(只適用於公司買家): $340.00 5. #Bankruptcy/winding up search fees ：$98.00 (each) #個人破產/公司清盤查冊費：$98.00 (每人/每間公司) 6. Company search fees (applicable to Corporate Purchaser only) : $200.00 公司查冊費(只適用於公司買家) : $200.00
	(c) If both of the First Mortgage and Second Mortgage shall be handled by Mayer Brown 如第一按揭契及第二按揭契均由孖士打律師行辦理 First Mortgage Loan Amount : 第一按揭貸款額 (i) not exceeding $ 5,000,000.00 不超過$5,000,000.00 (ii) between $ 5,000,001.00 and $7,500,000.00 $5,000,001.00 至$7,500,000.00 之間 (iii) between $7,500,001.00 and $10,000,000.00 $7,500,001.00 至$10,000,000.00 之間 (iv) over $10,000,000.00 超過$10,000,000.00	**[see Note (b) & (c)]** **[見備忘錄(b)及(c)]** $ 9,000.00 $ 11,000.00 $ 12,500.00 0.1% of Loan Amount + $4,000.00	Please refer to Item II. (a) and (b) Column (B) 請參閱 II.(a)及(b)項(B)欄
III.	Assignment 樓契	**[see Note (a)]** **[見備忘錄(a)]**	1. Land search fees and miscellaneous charges : $400.00 田土廳查冊費及其他雜費：$400.00 2. #Registration fee : $450.00 #登記費 : $450.00 3. Plan fee for Assignment (subject to the final confirmation by the architect) see Table 1 樓契圖則費 (以則師最後收費為準) (見附表 1) 4. Certified copies charges for **<u>remaining</u>** title deeds and documents : $3,327.00 **<u>剩餘</u>**業權契據認證副本：$3,327.00 5. Costs for preparing Certified copy of Sub-Deed of Mutual Covenant (with plans, if any) : $520.00 大廈分公契費認證副本費(連圖, 如有) : $520.00 6. Stamp Duty : $100.00 印花稅 : $100.00 7. Levy payable to Property Management Services Authority: $350.00

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Type of Documents 文件種類		(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
			向物業管理業監管局繳付的徵款: $350.00 8. Company search fees (applicable to Corporate Purchaser only) : $200.00 公司查冊費(只適用於公司買家) : $200.00 9. Board Resolution (applicable to Corporate Purchaser only) : $500.00 公司會議記錄 (只適用於有限公司買家) : $ 500.00
IV	Grand 120 置尊 120 First Legal Mortgage of Grand YOHO Property and First Legal Mortgage of Existing Property as defined in the Price List Grand YOHO 物業的第一樓揭契及/或第一正式按揭契及 Grand YOHO Development 第 1 期 Grand YOHO 價單中定義為「現有物業」的第一正式按揭契 Discharge/release of the mortgage of the existing property 解除現有物業的按揭	The Purchaser will not be charged with any legal fee (except that the expenses for obtaining any missing title deeds (if any in order to prove good title of the Existing Property shall be borne by the Purchaser) 買方無須支付任何法律費用（惟買方須自行支付為證明現有物業良好業權之補契費用（如有）） $ 1,800.00 **[see Note (d)]** **[見備忘錄(d)]**	Expenses/disbursements for obtaining any missing title deeds (if any) in order to prove good title of the Existing Property (to be confirmed) 支付為證明現有物業良好業權之補契費用（如有）(有待確定) 1. Land search fees and miscellaneous charges : $200.00 田土廳查冊費及其他雜費：$200.00 2. #Registration fee : $450.00 #登記費 : $450.00
V.	<u>YOHO 36 (3 Years Interest-free Loan Plan)</u> <u>YOHO 36 (3 年免息貸款計劃)</u> Mortgage 正式按揭契 Guarantee 擔保書	$ 7,000.00 每份 $ 2,500.00 each **[see Note (b) & (c)]** **[見備忘錄(b)及(c)]**	1. Land search fees and miscellaneous charges : $400.00 田土廳查冊費及其他雜費：$400.00 2. #Registration fee : $450.00 #登記費 : $450.00 3. #Adjudication fee : $ 50.00 #正式按揭契裁定費 : $50.00 4. #Bankruptcy ：$98.00 (each) #個人破產：$98.00 (每人)

 # The above registration fee, filing fee and adjudication fee will be subject to the final confirmation by the Government.
 # 上述的登記費，公司註冊存檔費及釐印裁定費以政府最後收費為準。

Note 備忘錄:

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(a) (i) Joint Legal Representation

If the Purchaser is the 1st purchaser of his unit from the Developer and the Purchaser also instructs the Developer's solicitors to act for him in the purchase, all legal costs (but exclusive of miscellaneous charges specified in column (B) of the Table of Charges) of and incidental to the preparation and completion of the formal Agreement for Sale and Purchase and the Assignment to be borne by the Purchaser will be waived.
買賣雙方共同委託律師
如買方為直接由發展商購買有關單位之首名買家及買方同時委托發展商律師作為其購買該單位的代表律師，則買方原先須支付有關準備及完成正式買賣合約及樓契之所有律師費用 (但不包括收費表 B 項所列之雜項費用)將獲豁免。

(ii) **Change of Legal Representation**

If the Purchaser shall instruct his own Solicitors in completing the Assignment and/or Mortgage after signing of the formal Agreement for Sale and Purchase, the Purchaser shall forthwith pay the Developer's Solicitors the sum of HK$3,000.00 being the costs of preparing the formal Agreement for Sale and Purchase (the cost on account of HK$3,000.00 paid by the Purchaser on signing of the formal Agreement for Sale and Purchase will be applied towards this payment).
買方中途轉換律師
若買方在簽署正式買賣合約後，另行聘請自己的代表律師處理樓契及/或按揭契，則買方須立即向發展商代表律師支付港幣$3,000，作為發展商律師處理正式買賣合約的律師費(買方在簽署正式買賣合約時所預付的律師費將可用於抵扣此款項)。

(iii) Separate Legal Representation

If the Purchaser elects separate representation, the Purchaser shall bear his/its own legal costs as well as all fees and disbursements.
買賣兩方分開委託律師
如買方聘用自己選擇的律師，買方須負責及繳付買方自己之律師費及一切雜項費用。

(b) If it is necessary to act for potentially undue influenced party and prepare Acknowledgement of advice, additional charges for giving advice and preparing Acknowledgement of advice is HK$1,500.00 for each set. The cost does not include the preparation of Guarantee.
若須代表可能受不正當影響的一方及擬備確認書，則另加提供法律意見及擬備確認書費用每套港幣 1,500.00 元。費用不包括擬備擔保書。

(c) In fact, Mayer Brown will act for the mortgagee including bank (but not the Purchaser, the borrower or the guarantor) in the preparation of the Mortgage and the Guarantee.
事實上，孖士打律師行將會代表包括銀行之按揭承按人(而並不代表買方，借款人或擔保人)處理按揭契及擔保書。

(d) According to the price list of the Phase issued by the Vendor, the Purchaser will not be charged any handling fee or legal fee for processing the loan application (except that the expenses for obtaining any missing title deeds (if any) in order to prove good title of the existing property shall be borne by the Purchaser. If the existing property is mortgaged, the Purchaser shall instruct his/her own solicitors to handle the discharge/release of the mortgage and bear his/her own solicitors' relevant costs and disbursements.
根據賣方發出的期數的價單，買方無須支付任何申請貸款的手續費或法律費用(惟買方須自行支付為證明其現有物業良好業權之補契費用(如有))。如現有物業有按揭，買方須自行聘請律師辦理解除按揭手續並支付相關律師費及雜費。

Other Charges (If applicable)
其他費用(若適用)

1.	(a) Guarantee for 1st Mortgage and/or 2nd Mortgage 第一按揭及/或第二按揭擔保書/第一按揭及/或第二按揭擔保書	$2,500.00 each 每份 $2,500.00
	(b) Fees for advising potentially undue influenced party and preparing Acknowledgement of advice 向可能受不正當影響的一方提供法律意見及擬備確認書費用	$1,500.00 each set 每套 $1,500.00
2.	(Applicable to Corporate Purchaser) Particulars of Charge for filing at the Companies Registry and Board Resolution 公司買家另需付(a)按揭詳情(公司註冊處登記用) (b) 會議記錄	$2,500.00 for each Company 每間公司每套$2,500.00
3.	Supplemental Agreement 補充合約	$2,500.00 each (exclusive of disbursements) 每份 $2,500.00 (不包括雜項費用)
4.	Power of Attorney	$3,000.00 each

授權書 (exclusive of disbursements)
每份 $3,000.00
(不包括雜項費用)

5. For foreign corporate purchasers :
   (a) fees for obtaining foreign lawyers' opinion $6,500.00
   (b) obtaining up-to-date confirmation or opinion $1,500.00

   (Remarks: Legal fees, charges and out-of-pocket expenses payable to foreign lawyers are NOT included)
   (適用於海外公司買家)另加安排海外律師法律意見之費用
   (註：海外律師費及須支付海外律師之支出費用等並不包括在內)

6. Mortgage costs as quoted above are applicable only for preparation of one single simple security deed for financing the purchase. Preparation of any additional security documents (including Rental Assignment, Share Mortgage/Share Charge, Subordination Agreement, Assignment of Loan, Loan Agreement, etc.) will be charged on time costs basis. Quotation of costs will be supplied upon request.
   上述有關按揭之律師費用只適用於準備一份以物業為抵押之簡單按揭文件。若需準備其他抵押文件(包括租金轉讓文件 / 股票按揭/押記 / 從屬協議 / 貸款轉讓文件及貸款協議書等)，收費將會按所需時間計算。有關費用之報價可應要求另外提供。

Annex 12
附件 12
Stamp Duty (印花稅)

Buyer's Stamp Duty 「買家印花稅」

On 25 October 2023, the Chief Executive announced in his 2023 Policy Address the proposed reduction of the rate of Buyer's Stamp Duty ("BSD") from 15% to 7.5% with effect from 25 October 2023. Specifically, the Government will introduce the Bill to take forward the initiative. Subject to the enactment of the Bill by the LegCo, unless otherwise provided, the new rate will be applicable to any instrument executed on or after 25 October 2023 for the sale and purchase or transfer of residential property that is subject to BSD.
2023 年 10 月 25 日，行政長官在 2023 年施政報告中宣布，建議由 2023 年 10 月 25 日起，將「買家印花稅」的稅率由 15%下調至 7.5%。具體而言，政府將提交《條例草案》，以推進相關措施。待立法會制定有關《條例草案》成為法例後，除另有規定外，新稅率將適用於在 2023 年 10 月 25 日或之後所簽立以買賣或轉讓住宅物業而須繳納買家印花稅的文書。

Ad valorem stamp duty 「從價印花稅」

On 25 October 2023, the Chief Executive announced in his 2023 Policy Address the proposed reduction of the rate of AVD at Part 1 of Scale 1 from 15% to **7.5%** with effect from 25 October 2023. Specifically, the Government will introduce the Bill to take forward the initiative. Subject to the enactment of the Bill by the LegCo, unless otherwise provided, the new rate will be applicable to any instrument executed **on or after 25 October 2023** for the sale and purchase or transfer of residential property that is subject to AVD at Part 1 of Scale 1 rate.
2023 年 10 月 25 日，行政長官在 2023 年施政報告中宣布，建議由 2023 年 10 月 25 日起，將從價印花稅第 1 標準第 1 部的稅率由 15%下調至 **7.5%**。具體而言，政府將提交《2023 年印花稅（修訂）（住宅物業）條例草案》（下稱《條例草案》），以推進相關措施。待立法會制定有關《條例草案》成為法例後，除另有規定外，新稅率將適用於在 **2023 年 10 月 25 日或之後**所簽立以買賣或轉讓住宅物業而須按第 1 標準第 1 部繳納從價印花稅的文書。

The Stamp Duty (Amendment) (No. 2) Ordinance 2023 ("2023 (No. 2) Amendment Ordinance") was gazetted on 25 May 2023 to give effect to a proposal in the 2023-24 Budget to make adjustments in the value bands on which the AVD at Scale 2 rates apply. Under the 2023 (No. 2) Amendment Ordinance, unless otherwise provided, the new value bands are applicable to any instrument executed at 11 a.m. on 22 February 2023 or thereafter for the sale and purchase or transfer of residential property or non-residential property that is subject to AVD at Scale 2 rates.
《2023 年印花稅(修訂) (第 2 號)條例》(2023(第 2 號)修訂條例)已於 2023 年 5 月 25 日刊憲，以實施 2023-24 年度財政預算案中的一項建議，即調整「從價印花稅」第 2 標準稅率的稅階。根據 2023(第 2 號)修訂條例，除另有規定外，新稅階適用於任何在 2023 年 2 月 22 日上午 11 時或之後所簽立以買賣或轉讓住宅物業或非住宅物業而須按第 2 標準稅率予以徵收「從價印花稅」的文書。

Stamp duty suspension for eligible incoming talents 暫免合資格外來人才繳付印花稅

On 25 October 2023, the Chief Executive announced in his 2023 Policy Address that the Government would introduce a stamp duty suspension mechanism for eligible incoming talents purchasing residential property in Hong Kong. For eligible incoming talents who bought the first residential property in Hong Kong on or after 25 October 2023, they can apply for a suspension of the liabilities in respect of BSD (at new rate 7.5%) and AVD (at new rate 7.5%) for the residential property purchased, but they still need to pay AVD at Scale 2 rates. Such that the overall stamp duty charged will be on par with that charged on first-time home buyers who are permanent residents. Such arrangement applies to any sale and purchase agreement entered into on 25 October 2023 and onwards. Upon becoming a Hong Kong permanent resident, they can apply for waiver in relation to the stamp duty suspended.
2023 年 10 月 25 日，行政長官在 2023 年施政報告中宣布，政府會為在港購置住宅物業的合資格外來人才引進暫免繳付印花稅的機制。如合資格外來人才在 2023 年 10 月 25 日或之後在香港購買首個住宅物業，可申請暫免繳付買家印花稅（新稅率 7.5%）及從價印花稅（新稅率 7.5%），但他們仍需按第 2 標準稅率繳付從價印花稅。這將使其印花稅負擔與首次置業的香港永久性居民看齊。此安排適用於在 2023 年 10 月 25 日或之後簽訂的買賣協議。在他們成為香港永久性居民後，可申請免除暫免繳付的印花稅。

Please consult your solicitors regarding details of the payment of BSD and AVD.
有關支付「買家印花稅」及「從價印花稅」之詳情，請向 閣下律師查詢。

Annex 12
附件 12

Calculation of Buyer's Stamp Duty
買家印花稅計算方法如下

7.5% of the consideration
樓價的 7.5%

Calculation of Ad Valorem Stamp Duty at lower rates (Scale 2)
從價印花稅按較低稅率(第 2 標準)計算方法如下

Consideration 樓價		Ad Valorem Stamp Duty Payable 從價印花稅
(a)	Up to $3,000,000	$100
(b)	$3,000,001 to $3,528,240	$100 + 10% of the excess over $3,000,000
(c)	$3,528,241 to $4,500,000	1.5%
(d)	$4,500,001 to $4,935,480	$67,500 + 10% of the excess over $4,500,000
(e)	$4,935,481 to $6,000,000	2.25%
(f)	$6,000,001 to $6,642,860	$135,000 + 10% of the excess over $6,000,000
(g)	$6,642,861 to $9,000,000	3.00%
(h)	$9,000,001 to $10,080,000	$270,000 + 10% of the excess over $9,000,000
(i)	$10,080,001 to $20,000,000	3.75%
(j)	$20,000,001 to $21,739,120	$750,000 + 10% of the excess over $20,000,000
(k)	$21,739,121 and above	4.25%

Calculation of Ad Valorem Stamp Duty at higher rates (Part 1 of Scale 1)
從價印花稅按較高稅率(第 1 標準第 1 部)計算方法如下

7.5% of the consideration
樓價的 7.5%

Annex 12
附件 12
Table 1 (附表 1) :-

Grand YOHO (Phase 2)
Plan Fees Schedule

Tower	Floor	Unit	Agreement Plan	Assignment Plan
3	6/F-47/F	A - G	$300 (each unit for 1 set)	$1,200 (each unit for 1 set)
	48/F	A - F	$300 (each unit for 1 set)	$1,200 (each unit for 1 set)
	49/F	A, B, E, F	$300 (each unit for 1 set)	$1,200 (each unit for 1 set)
	49/F, 50/F & Roof	C, D	$900 (each unit for 3 sets)	$3,600 (each unit for 3 sets)
	50/F & Roof	A, E	$600 (each unit for 2 sets)	$2,400 (each unit for 2 sets)
5	6/F-47/F	A - G	$300 (each unit for 1 set)	$1,200 (each unit for 1 set)
	48/F	A - F	$300 (each unit for 1 set)	$1,200 (each unit for 1 set)
	49/F	A, B, E, F	$300 (each unit for 1 set)	$1,200 (each unit for 1 set)
	49/F, 50/F & Roof	C, D	$900 (each unit for 3 sets)	$3,600 (each unit for 3 sets)
	50/F & Roof	A, E	$600 (each unit for 2 sets)	$2,400 (each unit for 2 sets)
8	6/F-48/F	A - G	$300 (each unit for 1 set)	$1,200 (each unit for 1 set)
	49/F	A - F	$300 (each unit for 1 set)	$1,200 (each unit for 1 set)
	50/F	B, C, D, E	$300 (each unit for 1 set)	$1,200 (each unit for 1 set)
	50/F, 51/F & Roof	A, F	$900 (each unit for 3 sets)	$3,600 (each unit for 3 sets)
	51/F & Roof	B, C	$600 (each unit for 2 sets)	$2,400 (each unit for 2 sets)
Residential Car Parking Space			$200 (1 set)	$1,000 (1 set)
Residential Motor Cycle Parking Space			$200 (1 set)	$1,000 (1 set)

Annex 12
附件 12
Contact Person 聯絡人

You may contact the following staff of our firm during office hour Monday to Friday (9:30 a.m. to 12:00 noon and 2:15 p.m. to 5:00 p.m.) (except Saturdays and Public Holidays) for enquiring the questions about signing the formal Agreement for Sale and Purchase.
如有查詢，請於辦公時間內星期一至星期五(上午 9 時 30 分至中午 12 時正及下午 2 時 15 分至 5 時)(星期六及公眾假期除外)，與下列負責職員聯絡諮詢有關簽署正式買賣合約問題。

Grand YOHO 2 – Tower 3

Flat / Floor	A	B	C	D	E	F	G
18/F	陳小姐 ☎ 2843 2585	陳小姐 ☎ 2843 2585	陳小姐 ☎ 2843 2585	陳小姐 ☎ 2843 2585	陳小姐 ☎ 2843 2585	陳小姐 ☎ 2843 2585	陳小姐 ☎ 2843 2585
17/F	練先生 ☎ 2843 2356	練先生 ☎ 2843 2356	練先生 ☎ 2843 2356	練先生 ☎ 2843 2356	練先生 ☎ 2843 2356	練先生 ☎ 2843 2356	練先生 ☎ 2843 2356
16/F	陳小姐 ☎ 2843 4476	陳小姐 ☎ 2843 4476	陳小姐 ☎ 2843 4476	陳小姐 ☎ 2843 4476	陳小姐 ☎ 2843 4476	陳小姐 ☎ 2843 4476	陳小姐 ☎ 2843 4476
15/F	Ms. Ng ☎ 2843 4262	Ms. Ng ☎ 2843 4262	Ms. Ng ☎ 2843 4262	Ms. Ng ☎ 2843 4262	Ms. Ng ☎ 2843 4262	Ms. Ng ☎ 2843 4262	Ms. Ng ☎ 2843 4262
13/F	Ms. Ng ☎ 2843 2243	Ms. Ng ☎ 2843 2243	Ms. Ng ☎ 2843 2243	Ms. Ng ☎ 2843 2243	Ms. Ng ☎ 2843 2243	Ms. Ng ☎ 2843 2243	Ms. Ng ☎ 2843 2243
12/F	Ms. Chau ☎ 2843 4252	Ms. Chau ☎ 2843 4252	Ms. Chau ☎ 2843 4252	Ms. Chau ☎ 2843 4252	Ms. Chau ☎ 2843 4252	Ms. Chau ☎ 2843 4252	Ms. Chau ☎ 2843 4252
11/F	Ms. Lam ☎ 2843 2270	Ms. Lam ☎ 2843 2270	Ms. Lam ☎ 2843 2270	Ms. Lam ☎ 2843 2270	Ms. Lam ☎ 2843 2270	Ms. Lam ☎ 2843 2270	Ms. Lam ☎ 2843 2270
10/F	Ms. Tsui ☎ 2843 4232	Ms. Tsui ☎ 2843 4232	Ms. Tsui ☎ 2843 4232	Ms. Tsui ☎ 2843 4232	Ms. Tsui ☎ 2843 4232	Ms. Tsui ☎ 2843 4232	Ms. Tsui ☎ 2843 4232
9/F	Mr. Law ☎ 2843 4573	Mr. Law ☎ 2843 4573	Mr. Law ☎ 2843 4573	Mr. Law ☎ 2843 4573	Mr. Law ☎ 2843 4573	Mr. Law ☎ 2843 4573	Mr. Law ☎ 2843 4573
8/F	Ms. Wong ☎ 2843 2275	Ms. Wong ☎ 2843 2275	Ms. Wong ☎ 2843 2275	Ms. Wong ☎ 2843 2275	Ms. Wong ☎ 2843 2275	Ms. Wong ☎ 2843 2275	Ms. Wong ☎ 2843 2275
7/F	Mr. Mok ☎ 2843 4485	Mr. Mok ☎ 2843 4485	Mr. Mok ☎ 2843 4485	Mr. Mok ☎ 2843 4485	Mr. Mok ☎ 2843 4485	Mr. Mok ☎ 2843 4485	Mr. Mok ☎ 2843 4485

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Grand YOHO 2 – Tower 5

Flat / Floor	A	B	C	D	E	F	G
50/F	Mr. Chak ☎ 2843 4266				Mr. Chak ☎ 2843 4266		
49/F	Ms. Tsui ☎ 2843 4232	Ms. Tsui ☎ 2843 4232	Ms. Tsui ☎ 2843 4232	Ms. Tsui ☎ 2843 4232	Ms. Tsui ☎ 2843 4232	Ms. Tsui ☎ 2843 4232	
48/F	Mr. Law ☎ 2843 4573	Mr. Law ☎ 2843 4573	Mr. Law ☎ 2843 4573	Mr. Law ☎ 2843 4573	Mr. Law ☎ 2843 4573	Mr. Law ☎ 2843 4573	
47/F	Ms. Wong ☎ 2843 2275	Ms. Wong ☎ 2843 2275	Ms. Wong ☎ 2843 2275	Ms. Wong ☎ 2843 2275	Ms. Wong ☎ 2843 2275	Ms. Wong ☎ 2843 2275	Ms. Wong ☎ 2843 2275
46/F	Mr. Mok ☎ 2843 4485	Mr. Mok ☎ 2843 4485	Mr. Mok ☎ 2843 4485	Mr. Mok ☎ 2843 4485	Mr. Mok ☎ 2843 4485	Mr. Mok ☎ 2843 4485	Mr. Mok ☎ 2843 4485
45/F	Mr. Chak ☎ 2843 4266	Mr. Chak ☎ 2843 4266	Mr. Chak ☎ 2843 4266	Mr. Chak ☎ 2843 4266	Mr. Chak ☎ 2843 4266	Mr. Chak ☎ 2843 4266	Mr. Chak ☎ 2843 4266
43/F	陳小姐 ☎ 2843 2585	陳小姐 ☎ 2843 2585	陳小姐 ☎ 2843 2585	陳小姐 ☎ 2843 2585	陳小姐 ☎ 2843 2585	陳小姐 ☎ 2843 2585	陳小姐 ☎ 2843 2585
42/F	練先生 ☎ 2843 2356	練先生 ☎ 2843 2356	練先生 ☎ 2843 2356	練先生 ☎ 2843 2356	練先生 ☎ 2843 2356	練先生 ☎ 2843 2356	練先生 ☎ 2843 2356
41/F	陳小姐 ☎ 2843 4476	陳小姐 ☎ 2843 4476	陳小姐 ☎ 2843 4476	陳小姐 ☎ 2843 4476	陳小姐 ☎ 2843 4476	陳小姐 ☎ 2843 4476	陳小姐 ☎ 2843 4476
40/F	Ms. Ng ☎ 2843 4262	Ms. Ng ☎ 2843 4262	Ms. Ng ☎ 2843 4262	Ms. Ng ☎ 2843 4262	Ms. Ng ☎ 2843 4262	Ms. Ng ☎ 2843 4262	Ms. Ng ☎ 2843 4262
39/F	Ms. Ng ☎ 2843 2243	Ms. Ng ☎ 2843 2243	Ms. Ng ☎ 2843 2243	Ms. Ng ☎ 2843 2243	Ms. Ng ☎ 2843 2243	Ms. Ng ☎ 2843 2243	Ms. Ng ☎ 2843 2243
38/F	Ms. Chau ☎ 2843 4252	Ms. Chau ☎ 2843 4252	Ms. Chau ☎ 2843 4252	Ms. Chau ☎ 2843 4252	Ms. Chau ☎ 2843 4252	Ms. Chau ☎ 2843 4252	Ms. Chau ☎ 2843 4252
37/F	Ms. Lam ☎ 2843 2270	Ms. Lam ☎ 2843 2270	Ms. Lam ☎ 2843 2270	Ms. Lam ☎ 2843 2270	Ms. Lam ☎ 2843 2270	Ms. Lam ☎ 2843 2270	Ms. Lam ☎ 2843 2270
36/F	Ms. Tsui ☎ 2843 4232	Ms. Tsui ☎ 2843 4232	Ms. Tsui ☎ 2843 4232	Ms. Tsui ☎ 2843 4232	Ms. Tsui ☎ 2843 4232	Ms. Tsui ☎ 2843 4232	Ms. Tsui ☎ 2843 4232
35/F	Mr. Law ☎ 2843 4573	Mr. Law ☎ 2843 4573	Mr. Law ☎ 2843 4573	Mr. Law ☎ 2843 4573	Mr. Law ☎ 2843 4573	Mr. Law ☎ 2843 4573	Mr. Law ☎ 2843 4573
33/F	Ms. Wong ☎ 2843 2275	Ms. Wong ☎ 2843 2275	Ms. Wong ☎ 2843 2275	Ms. Wong ☎ 2843 2275	Ms. Wong ☎ 2843 2275	Ms. Wong ☎ 2843 2275	Ms. Wong ☎ 2843 2275
32/F	Mr. Mok ☎ 2843 4485	Mr. Mok ☎ 2843 4485	Mr. Mok ☎ 2843 4485	Mr. Mok ☎ 2843 4485	Mr. Mok ☎ 2843 4485	Mr. Mok ☎ 2843 4485	Mr. Mok ☎ 2843 4485
6/F	Mr. Chak ☎ 2843 4266	Mr. Chak ☎ 2843 4266	Mr. Chak ☎ 2843 4266	Mr. Chak ☎ 2843 4266	Mr. Chak ☎ 2843 4266	Mr. Chak ☎ 2843 4266	Mr. Chak ☎ 2843 4266

Grand YOHO 2 – Tower 8

Flat / Floor	A	B	C	D	E	F	G
33/F	Mr. Chak ☎ 2843 4266	Mr. Chak ☎ 2843 4266	陳小姐 ☎ 2843 2585	陳小姐 ☎ 2843 2585	陳小姐 ☎ 2843 2585	陳小姐 ☎ 2843 2585	陳小姐 ☎ 2843 2585
32/F	練先生 ☎ 2843 2356	練先生 ☎ 2843 2356	練先生 ☎ 2843 2356	練先生 ☎ 2843 2356	練先生 ☎ 2843 2356	練先生 ☎ 2843 2356	練先生 ☎ 2843 2356
31/F	陳小姐 ☎ 2843 4476	陳小姐 ☎ 2843 4476	陳小姐 ☎ 2843 4476	陳小姐 ☎ 2843 4476	陳小姐 ☎ 2843 4476	陳小姐 ☎ 2843 4476	陳小姐 ☎ 2843 4476
30/F	Ms. Ng ☎ 2843 4262	Ms. Ng ☎ 2843 4262	Ms. Ng ☎ 2843 4262	Ms. Ng ☎ 2843 4262	Ms. Ng ☎ 2843 4262	Ms. Ng ☎ 2843 4262	Ms. Ng ☎ 2843 4262
29/F	Ms. Ng ☎ 2843 2243	Ms. Ng ☎ 2843 2243	Ms. Ng ☎ 2843 2243	Ms. Ng ☎ 2843 2243	Ms. Ng ☎ 2843 2243	Ms. Ng ☎ 2843 2243	Ms. Ng ☎ 2843 2243
28/F	Ms. Chau ☎ 2843 4252	Ms. Chau ☎ 2843 4252	Ms. Chau ☎ 2843 4252	Ms. Chau ☎ 2843 4252	Ms. Chau ☎ 2843 4252	Ms. Chau ☎ 2843 4252	Ms. Chau ☎ 2843 4252
27/F	Ms. Lam ☎ 2843 2270	Ms. Lam ☎ 2843 2270	Ms. Lam ☎ 2843 2270	Ms. Lam ☎ 2843 2270	Ms. Lam ☎ 2843 2270	Ms. Lam ☎ 2843 2270	Ms. Lam ☎ 2843 2270
26/F	Ms. Tsui ☎ 2843 4232	Ms. Tsui ☎ 2843 4232	Ms. Tsui ☎ 2843 4232	Ms. Tsui ☎ 2843 4232	Ms. Tsui ☎ 2843 4232	Ms. Tsui ☎ 2843 4232	Ms. Tsui ☎ 2843 4232
25/F	Mr. Law ☎ 2843 4573	Mr. Law ☎ 2843 4573	Mr. Law ☎ 2843 4573	Mr. Law ☎ 2843 4573	Mr. Law ☎ 2843 4573	Mr. Law ☎ 2843 4573	Mr. Law ☎ 2843 4573
22/F	Ms. Wong ☎ 2843 2275	Ms. Wong ☎ 2843 2275	Ms. Wong ☎ 2843 2275	Ms. Wong ☎ 2843 2275	Ms. Wong ☎ 2843 2275	Ms. Wong ☎ 2843 2275	Ms. Wong ☎ 2843 2275
21/F	Mr. Mok ☎ 2843 4485	Mr. Mok ☎ 2843 4485	Mr. Mok ☎ 2843 4485	Mr. Mok ☎ 2843 4485	Mr. Mok ☎ 2843 4485	Mr. Mok ☎ 2843 4485	Mr. Mok ☎ 2843 4485
20/F	Mr. Chak ☎ 2843 4266	Mr. Chak ☎ 2843 4266	Mr. Chak ☎ 2843 4266	Mr. Chak ☎ 2843 4266	Mr. Chak ☎ 2843 4266	Mr. Chak ☎ 2843 4266	Mr. Chak ☎ 2843 4266
19/F	陳小姐 ☎ 2843 2585	陳小姐 ☎ 2843 2585	陳小姐 ☎ 2843 2585	陳小姐 ☎ 2843 2585	陳小姐 ☎ 2843 2585	陳小姐 ☎ 2843 2585	陳小姐 ☎ 2843 2585
18/F	練先生 ☎ 2843 2356	練先生 ☎ 2843 2356	練先生 ☎ 2843 2356	練先生 ☎ 2843 2356	練先生 ☎ 2843 2356	練先生 ☎ 2843 2356	練先生 ☎ 2843 2356
17/F	陳小姐 ☎ 2843 4476	陳小姐 ☎ 2843 4476	陳小姐 ☎ 2843 4476	陳小姐 ☎ 2843 4476	陳小姐 ☎ 2843 4476	陳小姐 ☎ 2843 4476	陳小姐 ☎ 2843 4476
16/F	Ms. Ng ☎ 2843 4262	Ms. Ng ☎ 2843 4262	Ms. Ng ☎ 2843 4262	Ms. Ng ☎ 2843 4262	Ms. Ng ☎ 2843 4262	Ms. Ng ☎ 2843 4262	Ms. Ng ☎ 2843 4262
15/F	Ms. Ng ☎ 2843 2243	Ms. Ng ☎ 2843 2243	Ms. Ng ☎ 2843 2243	Ms. Ng ☎ 2843 2243	Ms. Ng ☎ 2843 2243	Ms. Ng ☎ 2843 2243	Ms. Ng ☎ 2843 2243
13/F	Ms. Chau ☎ 2843 4252	Ms. Chau ☎ 2843 4252	Ms. Chau ☎ 2843 4252	Ms. Chau ☎ 2843 4252	Ms. Chau ☎ 2843 4252	Ms. Chau ☎ 2843 4252	Ms. Chau ☎ 2843 4252
12/F	Ms. Lam ☎ 2843 2270	Ms. Lam ☎ 2843 2270	Ms. Lam ☎ 2843 2270	Ms. Lam ☎ 2843 2270	Ms. Lam ☎ 2843 2270	Ms. Lam ☎ 2843 2270	Ms. Lam ☎ 2843 2270

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附件 12

WONG & POON SOLICITORS 王潘律師行

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香港新界屯門屯喜路 2 號屯門栢麗廣場 1210 室
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香港中環德輔道中 121 號遠東發展大廈 17 樓 1702 室
電話: 25446868 傳真: 25449066

You may contact the staff of our firm **out of office hour** or **on Saturday and Sunday** for enquiring the questions about signing the formal Agreement for Sale and Purchase.
如有查詢, 歡迎在**非辦公時間內**或**星期六及星期日**與本行以下職員聯絡諮詢有關簽署正式買賣合約問題。

Ms. Kan 簡小姐
☎ 9736 0687

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Ms. Kan 簡小姐
☎ 9736 0687

Grand YOHO Phase 2

Please bring the following upon signing the formal Agreement for Sale and Purchase at **Messrs. Wong & Poon, Solicitors of 20th Floor, Yuen Long Trade Centre, 99-109 Castle Peak Road, Yuen Long, Hong Kong**.
駕臨 **香港新界元朗青山道 99-109 號元朗貿易中心 20 樓『王潘律師行』**簽署正式買賣合約時，請攜帶以下文件：

1. Preliminary Agreement for Sale and Purchase
臨時買賣合約
2. Hong Kong Identity Card OR other identification document (if applicable) and **Original Address Proof** (e.g. utility bill or bank statement within the last 3 months)
香港身份證或其他身份証明文件(如適用)及**住址證明正本**(例如最近三個月之水電費單或銀行月結單)
3. A cheque in favour of **"WONG & POON, SOLICITORS"** for payment of plan fee for Agreement for Sale and Purchase and miscellaneous charges (details see table below)
支票抬頭請寫「**王潘律師行**」，以支付買賣合約圖則費及雜項費用 (請參閱收費表)
4. A cashier order in favour of **"WONG & POON, SOLICITORS"** for payment of stamp duty (see Note 1 and Calculation of Ad Valorem Stamp Duty and Buyer's Stamp Duty)
本票抬頭請寫「**王潘律師行**」，以支付買賣合約的印花稅 (請參閱備註(1)及印花稅須知)

If Purchaser is a limited company, please bring the following documents upon signing the formal Agreement for Sale and Purchase.
如買方為有限公司，請在簽署正式買賣合約時，同時攜帶以下文件：

1. Certified copy Memorandum & Articles of Association
公司章程的認證副本
2. Certified copy of latest register of directors and annual return of the Company (Form X/D2/AR1/NNC1/NAR1/ND2A/ND2B)
最近期之董事名冊認證副本及公司周年申報表的認證副本(Form X/D2/AR1/NNC1/NAR1/ND2A/ND2B)
3. Company Chop
公司膠印
4. Certified copy Minutes for the purchase of the premises
購買有關單位之公司會議紀錄的認證副本
5. Certified copy Certificate of Incorporation of the Company
公司註冊證書的認證副本
6. Certified copy Business Registration Certificate
商業登記證的認證副本

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

Type of Documents 文件種類		(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
I.	Formal Agreement for Sale and Purchase 正式買賣合約	**see Note (a)** **見備忘錄(a)**	1. Land search fees and miscellaneous charges : $400.00 田土廳查冊費及其他雜費：$400.00 2. Cost on account : $ 3,000.00 預付律師費 : $ 3,000.00 **[See Note (a) (ii) 見備忘錄 (a)(ii)]**

	Note 1 備 註 (1) Upon signing of the Agreement for Sale and Purchase, the Purchaser shall pay the ad valorem stamp duty and buyer's stamp duty (if applicable) by way of cashier order made payable to "**WONG & POON, SOLICITORS** " 買方必須在簽署正式買賣合約時用銀行本票支付從價印花稅及買家印花稅(如適用)，本票抬頭請寫「王潘律師行」		3. Registration fee : $210.00 登記費: $210.00 4. **Part** of certified copy charges of title deeds : $3,000.00 部份業權契據認證副本費用 : $3,000.00 5. Company search fees (applicable to Corporate Purchaser only) : $200.00 公司查冊費（只適用於公司買家）: $200.00 6. Plan fee for Agreement (per set) : Unit $300.00 Roof $300.00 Car Park: $200.00 買賣合約圖則費 (每套) : 單位 $300.00 天台 $300.00 車位 $200.00 7. Stamp Duty and Buyer's Stamp Duty (please see Note on Stamp Duty) 印花稅及買家印花稅 (請參閱印花稅須知) 8. Statutory Declaration to Stamp Office (if necessary): $600.00 each 擬備印花稅署之法定聲明(如需要): 每份$600.00
Type of Documents 文件種類		(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
II.	(a) First Mortgage to be signed on completion 第一正式按揭契 Loan Amount : 貸款額 (i) not exceeding $ 5,000,000.00 不超過$5,000,000.00 (ii) between $ 5,000,001.00 and $7,500,000.00 $5,000,001.00 至$7,500,000.00 之間 (iii) between $7,500,001.00 and $10,000,000.00 $7,500,001.00 至$10,000,000.00 之間 (iv) over $10,000,000.00 超過$10,000,000.00	$ 5,000.00 $ 7,000.00 $ 8,500.00 0.1% of Loan Amount **II(a) [see Note (b)] [見 備 忘 錄 (b)]**	1. Land search fees and miscellaneous charges : $400.00 田土廳查冊費及其他雜費：$400.00 2. Registration fee : $450.00 登記費 : $450.00 3. Filing fee at Companies Registry (applicable to Corporate Purchaser only) : $340.00 公司註冊處按揭登記費（只適用於公司買家）: $340.00 4. Bankruptcy/winding up search fees ：$98.00 (each) 個人破產/公司清盤查冊費：$98.00 (每人/每間公司) 5. Company search fees (applicable to Corporate Purchaser only) : $200.00 公司查冊費（只適用於公司買家）: $200.00
II	(b) Second Mortgage to be signed on completion 第二正式按揭契	$ 6,000.00 **II(b)[see Note (b)] [見 備 忘 錄 (b)]**	1. Registration fee : $450.00 登記費 : $450.00 2. Adjudication fee for Second Mortgage/ : $ 50.00 第二正式按揭契裁定費 : $50.00 3. Filing fee at Companies Registry (applicable to Corporate Purchaser only) : $340.00 公司註冊處按揭登記費（只適用於公司買家）: $340.00

II	(c) if both of the First Mortgage and Second Mortgage shall be handled by **Wong & Poon** 如第一按揭契及第二按揭契均由王潘律師行辦理 Mortgage Loan Amount : 按揭貸款額 (i) not exceeding $ 5,000,000.00 不超過$5,000,000.00 (ii) between $ 5,000,001.00 and $7,500,000.00 $5,000,001.00 至$7,500,000.00 之間 (iii) between $7,500,001.00 and $10,000,000.00 $7,500,001.00 至$10,000,000.00 之間 (iv) over $10,000,000.00 超過$10,000,000.00	**II(c) [see Note (b)]** **[見 備 忘 錄 (b)]** $ 9,000.00 $ 11,000.00 $ 12,500.00 0.1% of Loan Amount + $4,000.00	
III.	Assignment 樓契	**see Note (a)** **見 備 忘 錄 (a)**	1. Land search fees and miscellaneous charges : $400.00 田土廳查冊費及其他雜費：$400.00 2. Registration fee : $450.00 登記費 : $450.00 3. Levy under Property Management Services Ordinance : $350.00 物業管理服務條例徵款 : $350.00 4. Plan fee for Assignment (per set) : Unit $1,200.00 Roof $1,200.00 Car Park: $1,000.00 樓契圖則費 (每套) : 單位 $1,200.00 天台 $1,200.00 車位 $1,000.00
Type of Documents 文件種類		(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
			5. Certified copies charges for **remaining** title deeds and documents : $3,436.00 **剩餘**業權契據認證副本：$3,436.00 6. Costs for preparing Certified copy of Deed of Mutual Covenant with plans : to be advised before completion 大廈公契認證副本費連圖 : $520.00 7. Stamp Duty : $100.00 印花稅 : $100.00 8. Company search fees (applicable to Corporate Purchaser only) : $200.00 公司查冊費（只適用於公司買家) : $200.00 9. Board Resolution (applicable to Corporate Purchaser only) : $500.00 公司會議記錄 (只適用於有限公司買家) : $ 500.00

NOTE 備忘錄:

(a)(i) Joint Legal Representation

If the Purchaser is the 1st purchaser of his unit from the Developer and the Purchaser also instructs the Developer's solicitors to act for him in the purchase, all legal costs (but exclusive of miscellaneous charges specified in column (B) of the Table of Charges) of and incidental to the preparation and completion of the formal Agreement for Sale and Purchase and the Assignment to be borne by the Purchaser will be waived.

買賣雙方共同委託律師

如買方為直接由發展商購買有關單位之首名買家及買方同時委托發展商律師作為其購買該單位的代表律師，則買方原先須支付有關準備及完成正式買賣合約及樓契之所有律師費用 (但不包括收費表 B 項所列之雜項費用)將獲豁免。

(ii) **Change of Legal Representation**

If the Purchaser shall instruct his own Solicitors in completing the Assignment after signing of the formal Agreement for Sale and Purchase, the Purchaser shall forthwith pay the Developer's Solicitors the sum of HK$3,000.00 being the costs of preparing the formal Agreement for Sale and Purchase (the cost on account

of HK$3,000.00 paid by the Purchaser on signing of the formal Agreement for Sale and Purchase will be applied towards this payment).

買方中途轉換律師

若買方在簽署正式買賣合約後，另行聘請自己的代表律師處理樓契，則買方須立即向發展商代表律師支付港幣$3,000，作為發展商律師處理正式買賣合約的律師費(買方在簽署正式買賣合約時所預付的律師費將可用於抵扣此款項)。

(iii)

Separate Legal Representation

If the Purchaser elects separate representation, the Purchaser shall bear his/its own legal costs as well as all fees and disbursements.

買賣兩方分開委託律師

(b) 如買方聘用自己選擇的律師，買方須負責及繳付買方自己之律師費及一切雜項費用。

If it is necessary to act for potentially undue influenced party and prepare Acknowledgement of advice, additional charges for giving advice and preparing Acknowledgement of advice is HK$1,500.00 for each set.
若須代表可能受不正當影響的一方及擬備確認書，則另加提供法律意見及擬備確認書費用每套港幣1,500.00元。

OTHER CHARGES (IF APPLICABLE)
其他費用（若適用）

1.	(a) Guarantee for 1st Mortgage and/or 2nd Mortgage 第一按揭及/或第二按揭擔保書	$2,500.00 each 每份 $2,500.00
	(b) Fees for advising potentially undue influenced party and preparing Acknowledgement of advice 向可能受不正當影響的一方提供法律意見及擬備確認書費用	$1,500.00 each set 每套 $1,500.00
2.	(Applicable to Corporate Purchaser) Particulars of Charge for filing at the Companies Registry and Board Resolution 公司買家另需付(a)按揭詳情(公司註冊處登記用)(b)會議記錄	$2,500.00 for each Company 每間公司每套 $2,500.00
3.	Supplemental Agreement 補充合約	$2,500.00 each (exclusive of disbursements) 每份 $2,500.00 (不包括雜項費用)
4.	Power of Attorney 授權書	$3,000.00 each (exclusive of disbursements) 每份 $3,000.00 (不包括雜項費用)
5.	For foreign corporate purchasers : (a) fees for obtaining foreign lawyers' opinion (b) obtaining up-to-date confirmation or opinion	 $6,500.00 $1,500.00
	(Remarks: Legal fees, charges and out-of-pocket expenses payable to foreign lawyers are NOT included) (適用於海外公司買家)另加安排海外律師法律意見之費用 (註：海外律師費及須支付海外律師之支出費用等並不包括在內)	
6.	Mortgage costs as quoted above are applicable only for preparation of one single simple security deed for financing the purchase. Preparation of any additional security documents (including Rental Assignment, Share Mortgage/Share Charge, Subordination Agreement, Assignment of Loan, Loan Agreement, etc.) will be charged on time costs basis. Quotation of costs will be supplied upon request. 上述有關按揭之律師費用只適用於準備一份以物業為抵押之簡單按揭文件。若需準備其他抵押文件(包括租金轉讓文件 / 股票按揭/押記 / 從屬協議 / 貸款轉讓文件及貸款協議書等)，收費將會按所需時間計算。有關費用之報價可應要求另外提供。	

Further Deposit / Part Payment of Purchase Price and Balance of Purchase Price of Grand YOHO shall be paid by **CASHIER ORDER** drawn in favour of "**WONG & POON, SOLICITORS**" 加付 Grand

YOHO訂金或繳付部份樓價及樓價餘款須以銀行本票支付，抬頭請寫「**WONG & POON, SOLICITORS**」

Note on Stamp Duty
印花稅須知

Regarding details of the payment of Ad Valorem Stamp Duty and Buyer's Stamp Duty, please refer to the Acknowledgement Letter regarding Stamp Duty.
有關支付「從價印花稅」及「買家印花稅」之詳情，請參閱關於印花稅的確認書。

Calculation of Ad Valorem Stamp Duty Scale 2 Rates (at lower rates)
從價印花稅第2標準稅率(按較低稅率) 計算方法如下

With effect from 22 February 2023, unless otherwise provided, stamp duty on sale of immovable property in Hong Kong is calculated at Scales 2 rates which vary with the amount/value of the consideration or value of the property (whichever is the higher) as follows:
由 2023 年 2 月 22 日起，除另有規定外，買賣或轉讓香港不動產代價款額或價值(以較高者為準)的印花稅率如下：

Consideration 樓　價	Ad Valorem Stamp Duty (AVD) Scale 2 Rates 從價印花稅第2標準稅率
(a) Up to $3,000,000 不超逾 $3,000,000	HK$100
(b) $3,000,001 to $3,528,240 $3,000,001 至 $3,528,240	HK$100 + 10% of the excess over HK$3,000,000 $100＋超逾$3,000,000 的款額的 10%
(c) $3,528,241 to $4,500,000 $3,528,241 至 $4,500,000	1.5%
(d) $4,500,001 to $4,935,480 $4,500,001 至 $4,935,480	HK$67,500 + 10% of the excess over HK$4,5000,000 $67,500＋超逾$4,500,000 的款額的 10%
(e) $4,935,481 to $6,000,000 $4,935,481 至 $6,000,000	2.25%
(f) $6,000,001 to $6,642,860 $6,000,001 至 $6,642,860	HK$135,000 + 10% of the excess over HK$6,000,000 $135,000＋超逾$6,000,000 的款額的 10%
(g) $6,642,861 to $9,000,000 $6,642,861 至 $9,000,000	3%
(h) $9,000,001 to $10,080,000 $9,000,001 至 $10,080,000	HK$270,000 + 10% of the excess over HK$9,000,000 $270,000＋超逾$9,000,000 的款額的 10%
(i) $10,080,001 to $20,000,000 $10,080,001 至 $20,000,000	3.75%
(j) $20,000,001 to $21,739,120 $20,000,001 至 $21,739,120	HK$750,000 + 10% of the excess over HK$20,000,000 $750,000＋超逾$20,000,000 的款額的 10%
(k) $21,739,121 and above $21,739,121 及以上	4.25%

Calculation of Ad Valorem Stamp Duty (at higher rates)
從價印花稅(按較高稅率)計算方法如下

Effective October 25, 2023, the AVD on residential property transactions will be amended to a flat rate at 7.5%. This does not apply to an agreement/conveyance for a residential property where the purchaser/transferee is (a) a Hong Kong permanent resident (HKPR) (b) acting on his own behalf and (c) he does not own any other residential property in Hong Kong at the time of acquisition; only the AVD Scale 2 rates will apply to such agreement/conveyance.
由 2023 年 10 月 25 日起，買賣或轉讓香港住宅物業的文書印花稅率調高至劃一為物業的售價或價值(以較高者為準)的 7.5%。而「從價印花稅」稅率不適用於在簽立買賣協議或售賣轉易契，購買住宅物業時，買方或承讓方為 (a) 香港永久性居民，(b) 他們是代表自己行事，(c)以及沒有在香港擁有任何其他住宅物業；在此情況下，「從價印花稅」第 2 標準稅率將適用。

Consideration 樓　價	Ad Valorem Stamp Duty Payable 從價印花稅
Consideration or value of the residential property, whichever is the higher 物業的售價或價值(以較高者為準)	7.5%

Calculation of Buyer's Stamp Duty (BSD)
買家印花稅計算方法如下

BSD (which is applicable to non-Hong Kong permanent resident buyers and corporate buyers)
買家印花（適用於非香港永久居民買家及有限公司買家）

With effect from 25 October 2023, unless specifically exempted, Buyer's Stamp Duty (BSD) is payable on an agreement for sale or a conveyance on sale executed for the acquisition of any residential property. BSD is charged at 7.5% on the stated consideration or the market value of the property (whichever is the higher).
由 2023 年 10 月 25 日起，除非獲豁免，「買家印花稅」適用於在 2023 年 10 月 25 日或之後簽立的住宅物業買賣協議及售賣轉易契。「買家印花稅」是按物業交易的代價款額或物業市值(以較高者為準)，以 7.5% 的稅率計算 。

7.5 % of the purchase price
樓價的 7.5%

CONTACT PERSON 聯絡人

You may contact the following staff of our firm **during office hour** Monday to Friday (9:30 a.m. to 12:00 noon and 2:15 p.m. to 5:30 p.m.) (9:30 a.m. to 12:00 noon on Saturdays) (except Public Holidays) for enquiring the questions about signing the formal Agreement for Sale and Purchase.
如有查詢, 請於**辦公時間內**星期一至星期五(上午九時三十分至中午十二時正及下午二時十五分至五時三十分) (星期六上午九時三十分至中午十二時正) (公眾假期除外)，與下列負責職員聯絡諮詢有關簽署正式買賣合約問題。

☎ 2478 1769 / 3124 2000

You may contact the staff of our firm **out of office hour** for enquiring the questions about signing the formal Agreement for Sale and Purchase.
如有在**非辦公時間內**查詢, 歡迎與本行以下職員聯絡諮詢有關簽署正式買賣合約問題。

Ms. Kan 簡小姐
☎ **9736 0687**

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–

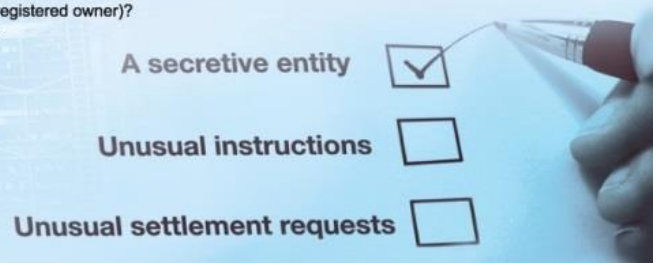
- A secretive entity
- Unusual instructions
- Unusual settlement requests

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.



律師與市民齊參與
打擊清洗黑錢活動

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

個別人士

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

公司

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

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

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

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



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

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

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

常見問題

香港律師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:

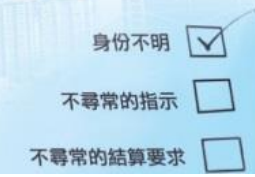
- 身份不明
- 不尋常的指示
- 不尋常的結算要求

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。



THE LAW SOCIETY OF HONG KONG
香港律師會

你我攜手為香港把關
Gatekeeping for HKSAR

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



新地會 SHKP CLUB

SHKP Club Application Form

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

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

(#must be completed)

Personal Details

#1. ☐ Mr. 2. ☐ Miss 3. ☐ Mrs 4. ☐ Ms

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

Date of birth (DD/MM)

/

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

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

Education level 1. ☐ Below Secondary 2. ☐ Secondary 3. ☐ Post-secondary & others 4. ☐ University or above

#Present residential address (for sending membership card)

☐ Hong Kong

Flat | Floor | Block | Building/Estate | Street No. | Street | District

☐ Regions other than Hong Kong (Please specify the country : _____) ☐ HK ☐ KLN ☐ NT

Address:

Postal Code: (if applicable.)

Home telephone no. (Area Code – Phone no.)

#Mobile number

#E-mail Address

Personal Annual Income (in HKD) ☐ Below $300,000 (1) ☐ $300,000 - $700,000 (4) ☐ Above $700,000 (7)

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

Membership Type

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

☐ Ordinary Member (Aged 18 or over) ☐ Star Member (Aged 18 or over and are buyers or tenants in an SHKP residential property or principal guests in the capacity of licensee in SHKP Suite Hotel)

Eligibility for Membership

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

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

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

☐ In Hong Kong ☐ Regions other than Hong Kong (Please specify Country and Province/Municipality: _____)

Name of Property | Block | Floor | Room/Flat

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

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

To prove my purchase of such property(ies), I **submit copy of** ☐ the relevant documentary evidence [See Note 4] or ☐ a rates and government rent demand note or ☐ a letter from legal firm confirming completion of my purchase of the property for your examination.

☐ I am/have been the **tenant** of residential property or **principal guest** (in the capacity of licensee) of Suite Hotel solely or jointly developed by Sun Hung Kai Properties Group.

I submit copy of the relevant tenancy agreement or long staying agreement for your examination. ☐ Current tenant ☐ Previous tenant

Note 1 : • Residential properties exclude car parking spaces, motor-cycle parking spaces or bicycle parking spaces within a residential development.
• For the purpose of this Application for Star Membership, the Club accepts a director to be the applicant if the relevant unit is purchased or leased or licensed (as the case may be) in the name of that corporate purchaser or corporate tenant or corporate principal guest.

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

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

Note 4 : The relevant documentary evidence (excluding management fee deposit receipt, management fee receipt, and the like) are copies of the followings showing the applicant is/was a buyer of SHKP residential property:

First Hand Buyer/Second Hand Buyer under **personal name** (At least one of the following has to be produced.) • Memorandum for sale or provisional agreement for sale and purchase • Formal agreement for sale and purchase • Assignment or Certificate of Real Estate Ownership • Land Registry's land search record (type: historical and current)

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

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

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

Declaration

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

Use of personal data in direct marketing

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

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

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

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

#Signature

Date : D/ M/ Y/

Authorization for submission of the SHKP Club membership application form

I, _____ (Applicant's name on HKID), hereby appoint Mr./ Ms. _____ of _____ (company name, if applicable) to submit the SHKP Club membership application form on my behalf. I confirm that the form has been signed by me and all the information filled in the form is provided by me and is true and complete.

Confirmed by applicant

(The signature should be the same as that in the SHKP Club membership application form)

Date : D/ M/ Y/

I, the authorized person, hereby acknowledge that the membership application form is signed by the applicant and submitted by me on behalf of the applicant. I understand that I shall be legally liable for any unauthorized provision or amendment to the application form or making any misrepresentation.

Confirmed by authorized person

Date : D/ M/ Y/

[Revised in March 2020]

^ Applicant may provide answers to this Questionnaire on voluntary basis.

Questionnaire^

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

Please tick all that interest.

1. SHKP Related information
   a. ☐ SHKP properties b. ☐ Insurance c. ☐ SHKP Malls d. ☐ Telecommunications e. ☐ Hotels
   f. ☐ Japanese Department Stores g. ☐ Others (please specify : _____)
2. Life
   a. ☐ Current affairs b. ☐ Home design & decoration c. ☐ Food & beverages d. ☐ Fashion e. ☐ Home maintenance & cleaning
   f. ☐ Wealth management g. ☐ Parents h. ☐ Car / Driving i. ☐ Reading and culture j. ☐ Beauty & fitness
   k. ☐ Electronic products / computers l. ☐ Health Information m. ☐ Others (please specify : _____)
3. Leisure and entertainment
   a. ☐ Pop music b. ☐ Travel c. ☐ Movies d. ☐ Sports e. ☐ Computer games
   f. ☐ Cooking g. ☐ Trend h. ☐ Pets i. ☐ Quality living j. ☐ Gardening
   k. ☐ Others (please specify : _____)
4. Property-related events / programs (Please tick all that interest you):
   a. ☐ New Hong Kong property previews b. ☐ New mainland property previews c. ☐ New clubhouse previews d. ☐ Member / first-time buyer incentives e. ☐ Member / upgrader incentives
   f. ☐ Purchase referral programs g. ☐ Mortgages h. ☐ Related legal issues i. ☐ Home design / renovation workshops j. ☐ Home maintenance workshops
   k. ☐ Others (please specify : _____)
5. How many residential properties do you own in Hong Kong?
   a. ☐ 0 b. ☐ 1 c. ☐ 2 d. ☐ 3 e. ☐ 4 f. ☐ 5 or more
6. If you were to buy a new residential property, would you sell all of your other residential property(ies) currently owned in HK, or assign them to your close relative(s) from the time of purchase and within 6 months after the estimated material date? a. ☐ Sell all b. ☐ Transfer them all to close relatives c. ☐ Neither d. ☐ Undecided e. ☐ Not applicable
7. Are you or anyone in your household planning to buy a residential property in Hong Kong in the next two years? If so, would you / they be a first-time buyer?
   Me: a. ☐ Yes (first-time buyer / not first-time buyer) b. ☐ No Others in the household: c. ☐ Yes (first-time buyer / not first-time buyer) d. ☐ No
8. What layout(s) would you consider when buying a residential property in the next two years?
   a. ☐ I plan to buy a residential property (tick all that apply) b. ☐ Studio or 1-bedroom c. ☐ 2-bedroom d. ☐ 3-bedroom e. ☐ 4-bedroom or more f. ☐ I'm not planning to buy

Staff Only	No.
_____ (/ /) _____ (/ /)	
On-site Checking: ☐ No.:	
Approve : ☐ Accept ☐ Reject	Copy

Terms & conditions of membership

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

MEMBERSHIP

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

MEMBERSHIP CARD

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

FACILITIES AND SERVICES

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

THE CLUB'S RESPONSIBILITIES

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

REIMBURSEMENT OF COST BY MEMBER

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

AMENDMENT OF TERMS AND CONDITIONS

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

RESIGNATION

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

EXPULSION OF MEMBERS

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

TERMINATION OF OPERATION OF THE CLUB

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

PERSONAL INFORMATION COLLECTION STATEMENT

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

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

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

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

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

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

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

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

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

APPLICABLE LAW

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

GOVERNING VERSION

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

[Revised in March 2020]

感謝閣下有興趣成為新地會會員。新地會的目標是為推廣新鴻基地產集團的業務及形象，並促進會員及新鴻基地產集團的雙向溝通及通訊。按此目標，新地會將會不時向會員發送跟新鴻基地產集團及新地會有關的直接促銷資訊。在申請成為新地會會員之前，敬請閣下仔細閱讀本申請表格中「使用個人資料作直接促銷」部分的條文，以明白新地會可以如何使用閣下的個人資料作直接促銷用途，以及直接促銷的範圍。閣下申請成為新地會會員，即是閣下同意收取有關新鴻基地產集團及新地會的直接促銷資訊。新地會將不會發送跟新鴻基地產集團或新地會無關的直接促銷資訊。

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

(#必須填寫)

個人資料

#1. ☐ 先生　2. ☐ 小姐　3. ☐ 太太　4. ☐ 女士

#身份證 / 護照上之英文姓名 / 姓名拼音及中文姓名　　出生月日　月　日

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

婚姻狀況　1. ☐ 未婚　2. ☐ 已婚　3. ☐ 離婚

教育程度　1. ☐ 中學以下　2. ☐ 中學　3. ☐ 大專或其他　4. ☐ 大學或以上

#現居地址 (申請人的會員證將郵寄至以下地址)

☐ 香港

室　樓　座　大廈 / 屋苑　街號　街名　區

☐ 香港　☐ 九龍　☐ 新界

☐ 香港以外地區 (請註明國家：_____)

詳細地址：

郵政編號：

住宅電話 (區號 - 號碼)　#手提電話　#電郵地址

(本會的資訊及優惠將以電子郵件發送給會員。)

個人年薪 (港元)　☐ $300,000以下 (1)　☐ $300,000 - $700,000 (4)　☐ $700,000以上 (7)

會籍

本人申請成為新地會之：　☐ 普通會員 (年滿 18 歲或以上)　☐ 星級會員 (年滿18歲或以上並是新地住宅物業買家或租客或套房酒店之首要賓客(以許可人的身份))

會員資格及入會條件

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

申請星級會員之人士，如未能即場提供所需之證明文件，將暫時當為申請成為普通會員處理，直至遞交有效之證明文件再作審核。

本人現確認本人已經符合下列星級會員的入會條件: (如所購買或租住的新鴻基地產集團所發展的住宅物業或居住的套房酒店與現居住址不同, 請填寫此欄)

☐ 香港　☐ 香港以外地區 (請註明國家及省市：_____)

物業名稱　座　樓　室

☐ 本人是新鴻基地產集團(獨資或合資)所發展的住宅物業之**買家**〔見附註 1〕。

☐ 第一手買家〔見附註 2〕　☐ 二手買家〔見附註 3〕

現提交　☐ 有關購買上述物業之文件副本〔見附註 4〕 或　☐ 徵收差餉及地租通知書副本 或　☐ 律師行發出完成購買上述物業之證明文件副本，以供查核。

☐ 本人是新鴻基地產集團(獨資或合資)所發展的住宅物業之**租客或套房酒店之首要賓客** (以許可人的身份)〔見附註 1〕。

現提交有關租約或長期住宿協議副本, 以供查核。　☐ 現時租客　☐ 以往租客

附註 1： • 住宅物業並不包括位於住宅發展物業內的私家車停車位、電單車停車位與單車位。
• 若買家或租客或首要賓客為有限公司, 就此星級會員申請事宜, 本會將會接納該公司之董事為買家或租客或首要賓客。

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

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

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

第一手買家/二手買家 **以私人名義購買** 之物業：(最少提交右列任何一項的副本)　• 訂購合約或臨時買賣合約　• 樓契或房地產權證　• 正式買賣合約　• 土地註冊署查冊記錄 (類別：過往及現況詳情)

第一手買家/二手買家 **以公司名義購買** 之物業：

• 香港公司註冊署表格 X/D2/AR1 或中國各地工商行政管理局發出的備案通知書之副本(以證明申請人為該公司之董事)：
及最少右列任何一項的副本　i) 訂購合約或臨時買賣合約　ii) 樓契或房地產權證　iii) 正式買賣合約　iv) 土地註冊署查冊記錄 (類別：過往及現況詳情)

本申請表格中標示為所需的資料必須提供。如閣下未有提供該等資料，本會將無法處理閣下的申請。閣下提供的個人資料及有關資料將予保密及用於處理閣下的申請，包括核實閣下提供之資料和考慮閣下成為會員的資格，以及會員守則中個人資料收集聲明內指明的其他用途。為此用途，閣下簽署此申請表格即表示同意我們可將閣下個人資料與閣下先前提供給新鴻基地產集團的資料加以比較。閣下提供之個人資料將只會被披露或轉移予為上述目的使用有關資料時, 合理而有需要把有關資料轉移予相關人士及機構。閣下有權根據《個人資料（私隱）條例》(第486章)的規定，要求查閱或更正閣下之個人資料。如有任何查閱或更正資料要求，可向本會資料保障主任提出，其辦事處位於香港港灣道30號新鴻基中心45樓。(電話：852-2828 7878 傳真 852-2827 8804 電郵: shkpclub@shkp.com)

簽署

本人確認本人已詳閱及明白刊載於此申請表格的會員守則。本人同意接受並遵從會員守則及同意個人資料收集聲明所指明的用途。**本人確認本人已仔細閱讀下列「使用個人資料作直接促銷」部份的條文，並且明白新地會可以如何使用本人的個人資料作直接促銷用途，以及直接促銷的範圍。本人同意收取有關新鴻基地產集團及新地會的直接促銷資訊。**本人聲明以上各項填報資料及就有關此申請而遞交之文件均屬真實、正確及完整。本人並授權貴會可向任何其他新鴻基地產集團成員查核本人的資料，本人亦同意及授權其他新鴻基地產集團成員披露有關本人之資料予貴會。本人同意以填報之個人資料作核對本人身份及會籍狀況之用。本人明白並同意所有就此申請而遞交之文件，均不會發還。如貴會要求，本人將提交文件正本及其他所需文件，以便貴會處理此申請。

使用個人資料作直接促銷

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

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

新地會的目標是為推廣新鴻基地產集團的業務及形象，並促進會員及新鴻基地產集團的雙向溝通及通訊。閣下申請成為新地會會員，即是閣下同意新地會使用閣下的個人資料以上述方式及範圍作直接促銷。新地會通常會以電郵方式向閣下發送直接促銷資訊，亦可使用其他方式。如閣下欲拒絕用電郵以外的其他通訊方式收取資訊，請在下列適當的方格加☑號。如未有在任何方格加☑號，新地會即可使用所有下列通訊方式：

☐ 電話（通話）　☐ 電話（短信等）　☐ 郵寄

#申請人簽署

日期：　日/　月/　年/

授權遞交新地會入會表格

本人 _____ (申請人身份證上的姓名) 現委託 _____ (以公司名稱，如適用) 之 _____ 先生 / 小姐 代表本人遞交新地會入會申請表格，並確認表格上的資料乃本人提供，及由本人簽署確認資料屬實。

申請人簽署確認 (需與新地會入會申請表格簽名一致)

日期：　日/　月/　年/

本人為獲授權人士並確認隨此授權書的入會表格由會籍申請者簽名及並由本人代其遞交。本人明白如未經申請者同意擅自填報或更改資料或作出虛假陳述，本人需負上相關的法律責任。

獲授權人簽署

日期：　日/　月/　年/

[更新資料於 2020 年03月]

^申請人可自願提供此問卷答案

問卷^

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

請剔選有興趣之項目

1. 有關新鴻基地產資訊
   a. ☐ 樓盤 b. ☐ 保險 c. ☐ 商場 d. ☐ 電訊 e. ☐ 酒店
   f. ☐ 日式百貨 g. ☐ 其他 (請註明：_____)
2. 生活
   a. ☐ 時事 b. ☐ 家居設計及擺設 c. ☐ 飲食 d. ☐ 潮流服飾 e. ☐ 家居保養及清潔
   f. ☐ 財富管理 g. ☐ 親子 h. ☐ 汽車/駕駛 i. ☐ 文化閱讀 j. ☐ 美容/健身
   k. ☐ 電子產品/電腦 l. ☐ 健康資訊 m. ☐ 其他 (請註明：_____)
3. 娛樂消閒
   a. ☐ 流行音樂 b. ☐ 旅遊 c. ☐ 電影 d. ☐ 體育 e. ☐ 電腦遊戲
   f. ☐ 烹飪 g. ☐ 潮流 h. ☐ 寵物 i. ☐ 優質生活介紹 j. ☐ 園藝
   k. ☐ 其他 (請註明：_____)
4. 請剔選你有興趣的物業相關活動及優惠 (可剔選多於一項)：
   a. ☐ 參觀香港新樓盤 b. ☐ 參觀內地新樓盤 c. ☐ 參觀新樓會所 d. ☐ 會員首次置業優惠 e. ☐ 會員換樓置業優惠
   f. ☐ 推薦親友置業計劃 g. ☐ 置業按揭服務/資訊 h. ☐ 置業法律知識講座/資訊 i. ☐ 家居設計/裝修工作坊 j. ☐ 家居保養工作坊
   k. ☐ 其他置業服務及活動(請註明_____)
5. 請問您現時在香港持有多少個住宅物業?
   a. ☐ 0 b. ☐ 1 c. ☐ 2 d. ☐ 3 e. ☐ 4 f. ☐ 5 或以上
6. 如購買了新住宅物業，請問你會否在購入新住宅物業至入伙後六個月期間，出售現時所有在香港的其他住宅物業，或全部轉讓給近親？
   a. ☐ 會，全部出售 b. ☐ 會，全部轉讓給近親 c. ☐ 不會 d. ☐ 未決定 e. ☐ 不適用
7. 請問你及同住親友有否打算於未來兩年在香港自置住宅物業？ 如有，請剔選是否首置。
   本人： a. ☐ 有 (是 / 否首置) b. ☐ 沒有 同住親友： c. ☐ 有 (是 / 否首置) d. ☐ 沒有
8. 如有打算置業，請剔出未來置業所選擇之間隔
   a. ☐ 有 (可剔選多於一項： b. ☐ 開放式或 1 房 c. ☐ 2 房 d. ☐ 3 房 e. ☐ 4 房或以上) f. ☐ 沒有

職員專用	編號
_____(/ /) _____(/ /)	
現場審查 :☐ 編號：	
批 核 :☐接納 ☐ 不接納	副本

會員守則

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

會籍

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

會員證

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

設施及服務

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

本會之責任

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

會員償付費用

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

更改會員守則

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

退會

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

開除會籍

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

本會終止運作

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

個人資料收集聲明

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

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

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

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

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

閣下提供之個人資料將只會被披露或轉移往與上述目的相關及合理而必要之單位。

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

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

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

適用法律

本守則受香港特別行政區法律管轄並按香港特別行政區法律解釋。

管轄文本

本守則之英文文本及中文文本在文義上如有任何歧異，概以英文文本為準。

[更新資料於 2020 年03月]