

Tender Document No. 2

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of the following property

UNIT 20A OF EIGHT STAR STREET

(being the property in the Schedule 1 to the Tender Notice,
unless previously withdrawn or sold)

Tenders must be submitted during the Tender Period (as defined in the Tender Notice) to the tender box labelled "**EIGHT STAR STREET Tender Box**" placed at the Sales Office (as defined in the Tender Notice, being The Eight Star Street Gallery, 37th Floor, One Island East, Taikoo Place, 18 Westlands Road, Quarry Bay, Hong Kong) in a plain envelope and clearly marked "**EIGHT STAR STREET**".

Vendor:	HIGH GRADE VENTURES LIMITED 33rd Floor, One Pacific Place, 88 Queensway, Hong Kong
Vendor's solicitors:	Mayer Brown 18th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong
Vendor's agent:	SWIRE PROPERTIES REAL ESTATE AGENCY LIMITED 18th Floor, One Island East, Taikoo Place, 18 Westlands Road, Quarry Bay, Hong Kong

PART 1: TENDER NOTICE

1. Definitions

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

"Acceptance Period"	means the period between the commencement date of submission of tender and the date which is the fourteenth (14th) day after the closing of tender (both dates inclusive), as set out in Schedule 1 to the Tender Notice;
"Agreement"	means the formal agreement for sale and purchase of the Property to be executed by (amongst others) 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;
"Development"	means EIGHT STAR STREET, No. 8 Star Street, Hong Kong;
"Letter of Acceptance"	means the Vendor's letter regarding acceptance of the Tenderer's tender pursuant to paragraph 4.2 of the Tender Notice;
"Offer Form"	means the Offer Form set out in Part 3 of this Tender Document;
"Office Hours"	means from 11:00 a.m. to 7:00 p.m. on Mondays to Sundays during the Tender Period (save that on 15 June 2021, from 11:00 a.m. to 3:00 p.m.)
"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 set out in Schedule 1 to the Tender Notice;
"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 the Information on Sales Arrangements referred to in Schedule 1 to the Tender Notice as issued by the Vendor for the Development (as the same may be revised by the Vendor from time to time);
"Sales Office"	means The Eight Star Street Gallery, 37 th Floor, One Island East, Taikoo Place, 18 Westlands Road, Quarry, Hong Kong;
"Tender Closing Time"	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 Schedule 1 to the Tender Notice;
"Tender Commencement Time"	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 Schedule 1 to the Tender Notice;
"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 Time and Tender Closing Time;
"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 selected by the Tenderer in the Schedule to the Offer Form;
"Tenderer"	means the person who is specified in the Schedule to the Offer Form as the tenderer;
"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;
"Vendor"	means High Grade Ventures Limited; and
"Vendor's solicitors"	means Mayer Brown.

2. Notice to Tenderers

- 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 Time, accept any tender submitted. Late submission will not be accepted.
- 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 to private treaty, tender and auction).
- 2.5 The Vendor reserves the right to adjust the Tender Closing Time of the tender of any of the Property for Tender. Any adjustment of the Tender Closing 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.

3. Procedures of Tender

- 3.1 A tender must be:-
 - (a) made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) **(in duplicate)** 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) (provided that the number of cashier order(s)

shall be equal to the number of Tendered Property and a minimum of HK\$500,000 for each Tendered Property shall be paid by each cashier order(s)) in the aggregate amount 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) and copy HKID Card/Passport of each director(s) of the Tenderer.

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

- (1) Personal Information Collection Statement
- (2) Warning to Purchasers
- (3) Acknowledgement Letter Regarding Stamp Duty
- (4) Acknowledgement Letter Regarding Operation of Gondola
- (5) Acknowledgement Letter Regarding False Ceiling
- (6) Declaration Regarding No Intermediary

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

- (c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "**EIGHT STAR STREET**"; and
- (d) placed in the tender box labelled "**EIGHT STAR STREET TENDER BOX**" placed at the Sales Office during the Tender Period.

In case a black rainstorm warning signal or a typhoon signal no. 8 or above is announced or is still in effect during the Office Hours on the tender closing date(s), the tender closing date and time will be extended to 3:00 p.m. on the next working day which is not a Saturday, Sunday or Public Holiday and in respect of which no black rainstorm warning signal or typhoon signal no.8 or above is announced during the Office Hours.

- 3.2 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 fourteenth (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the address stated in their tenders.
- 3.3
- (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, email 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).
- 3.4
- (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.
- (c) Subject, and without prejudice, to other provisions hereof (in particular the Vendor's rights under paragraphs 2.2, 2.3 and 2.4 above), the guide price of the Property for Tender for reference by Tenderers is set out in Schedule 2 to the Tender Notice. For the avoidance of doubt, the guide price is for reference only and shall not constitute, or be deemed to constitute, the maximum or minimum amount of the Purchase Price of any of the Property for Tender.

4. Acceptance of Tender

- 4.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Tendered Property.
- 4.2 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.
- 4.3 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.
- 4.4 In the event that the Purchaser intends to execute the Agreement by his/her attorney on his/her behalf :-
 - (a) 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
 - (b) the relevant power of attorney is required to be approved by the Vendor.

5. Miscellaneous

- 5.1 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, Swire Properties Real Estate Agency Limited, of 18th Floor, One Island East, Taikoo Place, 18 Westlands Road, Quarry Bay, Hong Kong. (Enquiry Hotline: 2922 4888 (Ms. Ng)).
- 5.2 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.
- 5.3 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.
- 5.4 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

Schedule 1 to the Tender Notice

Sales Arrangements No.:	3
Tender commencement date and time:	11:00 a.m. on 4 May 2021
Tender closing date and time:	3:00 p.m. on 15 June 2021
Acceptance Period:	From 4 May 2021 to 29 June 2021
Property for Tender:	<u>The following unit:-</u> 20A
Note: All tenders must be submitted <u>during Office Hours</u> to the tender box labelled "EIGHT STAR STREET Tender Box" placed at The Eight Star Street Gallery, 37th Floor, One Island East, Taikoo Place, 18 Westlands Road, Quarry Bay, Hong Kong in a plain envelope and clearly marked "EIGHT STAR STREET".	

Schedule 2 to the Tender Notice

Guide Price

Property for Tender	Guide Price
20A	HK\$43,688,000

[End of Part 1: Tender Notice]

PART 2: CONDITIONS OF SALE

1. 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.
2. 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.
3. The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholders.
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 Purchaser shall, within FIVE (5) working days after the date of the Letter of Acceptance, attend the office of the Vendor's solicitors bringing along his Hong Kong Identity Card or passport or (in case the Purchaser is a company) its Business Registration Certificate and the Tender Document and the Letter of Acceptance to (a) sign the Agreement in such standard form as prepared by the Vendor's solicitors which Agreement shall not be altered by the Purchaser, (b) make further payment in accordance with the Payment Terms, and (c) pay all stamp duty payable or incurred on this Preliminary Agreement and the Agreement.
8. 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.
9. The measurements of the Property are set out in the attached Schedule 1.
10. The sale and purchase of the Property includes the fittings, finishes and appliances as set out in the attached Schedule 2.
11. 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.

12. The Purchaser acknowledges receipt of a copy of a bilingual version of the **"Warning to Purchasers"** set out in clause 13 and fully understands its contents.
13. For the purposes of clause 12, 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。
14. The Vendor reserves the right to alter the building plans in respect of the Development (including the Property) whenever the Vendor considers necessary.
15. The Vendor and the Purchaser agree to complete the sale and purchase of the Property at the offices of the Vendor's solicitor during office hours within 14 days after the date of the Vendor's notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.
16. It is hereby agreed and declared by the parties that this Preliminary Agreement is personal to the Purchaser. Only the person who has signed this Preliminary Agreement is permitted to sign the Agreement.
17. The Purchaser will be required to covenant with the Vendor in the Agreement to the effect that in the event the Purchaser sub-sells the Property or transfers the benefit of the Agreement in any manner whatsoever before the completion of the sale and purchase of the Property, the Purchaser shall require each sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whomsoever (i) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including identity card numbers and full address), all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration and including any commission, reservation or agency fees or any other amount which has been paid or given to any intermediate transaction in addition to the consideration payable to the Vendor for the purchase of the Property, and (ii) to procure from any subsequent sub-

purchaser or other transferee whomsoever or new purchaser a covenant in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement to the same affect as (i) above.

18. (a) If the Purchaser shall also instruct the Vendor's solicitors to act for him/her in respect of all legal documentation in relation to the purchase of the Property (including the Agreement, Mortgage and subsequent Assignment, etc.), the Vendor agrees to bear such solicitors' legal fees in respect of the Agreement and the subsequent Assignment.
- (b) If the Purchaser chooses to instruct his own solicitors to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment.
- (c) 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.
- (d) 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.
- (e) The purchaser shall pay respective due proportions of the costs of and incidental to the preparation, stamping, registration and completion of the Deed of Mutual Covenant and Management Agreement in relation to the Building / Development of which the Property forms part (the "**DMC**").
19. All stamp duty (including without limitation any ad valorem stamp duty, special stamp duty, buyer's stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong)) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.
20. All Further Deposit, Part Payment of the Purchase Price and the Balance of Purchase Price shall be paid by the Purchaser by way of cashier order(s) drawn in favour of the Vendor's solicitors. All payments of the Purchase Price shall be paid at or before 4:30p.m. Mondays to Fridays.
21. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on his behalf before the Agreement is signed, the Vendor or its Sales Agent may unilaterally sign and register a Memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.
22. The Purchaser shall inform the Vendor in writing of any change in the Purchaser's correspondence address or contact 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. If the Property under this Preliminary Agreement consists of more than one property, such Property shall be covered by one single formal agreement for sale and purchase and one single subsequent assignment.
26. On completion, the Purchaser shall pay to the Manager of the Development, or reimburse to the Vendor (if any of the relevant payments shall have already been paid by the Vendor to the Manager), all deposits and advance payment, contribution to Special Funds, debris removal fee and all other payments payable under the DMC.
27. (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.
28. In the event of any discrepancy between the English and Chinese versions of the Preliminary Agreement, the English version shall prevail.

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

在本附表 1，買方根據本臨時合約購買的物業之量度尺寸才適用於本臨時合約。

In this Schedule 1, only the measurements of the Property purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement.

本物業的量度尺寸如下—

The measurements of the Property are as follows—

Property 物業: Flat A on 20th Floor of EIGHT STAR STREET, No. 8, Star Street, Hong Kong
香港星街 8 號 EIGHT STAR STREET 20 樓 A 室

(a) 本物業的實用面積為 the saleable area of the Property is	平方米/ square metres/	平方呎，其中— square feet of which—
	<u>84.791</u>	<u>913</u>
	平方米/ square metres/	平方呎為露台的樓面面積； square feet is the floor area of the balcony;
	<u>2.979</u>	<u>32</u>
	平方米/ square metres/	平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform;
	<u>1.500</u>	<u>16</u>
	平方米/ square metres/	平方呎為陽台的樓面面積； square feet is the floor area of the verandah; and
	<u>xxx</u>	<u>xxx</u>

(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	平方米/ square metres/	平方呎； square feet;
	<u>xxx</u>	<u>xxx</u>
*窗台的面積為 the area of the bay window is	平方米/ square metres/	平方呎； square feet;
	<u>xxx</u>	<u>xxx</u>
*閣樓的面積為 the area of the cockloft is	平方米/ square metres/	平方呎； square feet;
	<u>xxx</u>	<u>xxx</u>
*平台的面積為 the area of the flat roof is	平方米/ square metres/	平方呎； square feet;
	<u>xxx</u>	<u>xxx</u>
*花園的面積為 the area of the garden is	平方米/ square metres/	平方呎； square feet;
	<u>xxx</u>	<u>xxx</u>
*停車位的面積為 the area of the parking space is	平方米/ square metres/	平方呎； square feet;
	<u>xxx</u>	<u>xxx</u>
*天台的面積為 the area of the roof is	平方米/ square metres/	平方呎； square feet;
	<u>xxx</u>	<u>xxx</u>
*梯屋的面積為 the area of the stairhood is	平方米/ square metres/	平方呎； square feet;
	<u>xxx</u>	<u>xxx</u>
*前庭的面積為 the area of the terrace is	平方米/ square metres/	平方呎； square feet;
	<u>xxx</u>	<u>xxx</u>
*庭院的面積為 the area of the yard is	平方米/ square metres/	平方呎。 square feet.
	<u>xxx</u>	<u>xxx</u>

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

1 Bedroom Units: Unit B of 11th – 17th Floor

2 Bedroom Units: Unit A, Unit B, Unit C of 2nd, 3rd, 5th Floor, Unit A and Unit B of 6th, 7th – 9th Floor and Unit A of 11th – 17th Floor

3 Bedroom Units: Unit A of 10th and 18th – 22nd Floor

一房單位：11樓 – 17樓B單位

兩房單位：2樓、3樓、5樓A單位、B單位及C單位, 6樓、7樓 – 9樓A單位及B單位, 11樓 – 17樓 A單位

三房單位：10樓、18樓 – 22樓A單位

Internal Wall 內牆	–	Emulsion paint. 乳膠漆。
Flooring 地板	–	Porcelain tile for living and dining room flooring of 1-Bedroom and 2-Bedroom units while engineered wood flooring for bedrooms. Engineered wood flooring for living and dining room and bedrooms of 3-Bedroom units. 一房及兩房單位之客飯廳地板為瓷磚。睡房為複合木地板。 三房單位之客飯廳及睡房地板為複合木地板。
Door 門	–	Solid core timber door or hollow core timber door or glass door. 實心木門或空心木門或玻璃門。
Bathroom 浴室	–	Sanitary fitments are provided. Natural stone or porcelain tile for wall; gypsum board false ceiling; natural stone or porcelain tile for floor. 提供潔具。牆身鋪砌天然石材或瓷磚；石膏板假天花；地板為天然石材或瓷磚。
Kitchen 廚房	–	Reconstituted stone for wall; porcelain tile for floor; gypsum board false ceiling with emulsion paint; countertop finished with reconstituted stone. 牆壁鋪砌人造石；地板鋪砌瓷磚；石膏板假天花髹上乳膠漆；灶台為人造石。
Other Provisions 其他設備	–	1-Bedroom and 2-Bedroom units: (i) 2-in-1 washer & dryer, induction, built-in combi steam oven, cookerhood, integrated refrigerator, (ii) Installed with thermo ventilator, electric water heater and exhaust fan; (iii) Air-conditioner for living and dining room and bedroom(s). 一房及兩房單位: (i) 二合一洗衣乾衣機、電磁爐、嵌入式蒸焗爐、抽油煙機、嵌入式雪櫃; (ii) 裝設浴室寶、電熱水爐及抽氣扇; (iii) 客飯廳及睡房裝設冷氣機。 3-Bedroom units: (i) 2-in-1 washer & dryer, integrated dishwasher, induction, built-in combi steam oven, cookerhood, refrigerator; (ii) Installed with thermo ventilator, electric water heater and exhaust fan; (iii) Air-conditioner for living and dining room, bedroom(s), kitchen and utility room. 三房單位: (i) 二合一洗衣乾衣機、嵌入式洗碗碟機、電磁爐、嵌入式蒸焗爐、抽油煙機、雪櫃; (ii) 裝設浴室寶、電熱水爐及抽氣扇; (iii) 客飯廳、睡房、廚房及多用途房內裝設冷氣機。

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.

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.

Schedule to the Offer Form

(To be completed by the Tenderer)

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

<i>Section 2 – Tendered Property</i>	
Floor	Flat
20	A

<i>Section 3 – Tender Price</i>			
Tender Price (HK\$)			
Cashier order (Please refer to paragraph 3.1(b)(i) of the Tender Notice)	Amount (HK\$)	Bank	Cashier order no.
Cheque	Amount (HK\$)	Bank	Cheque no.

Section 4 – Payment plan

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

Payment Plan

Stage Payment Plan

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).
- A further deposit equivalent to 5% of the Purchase Price shall be paid upon signing of the Agreement.
- A further part payment equivalent to 5% of the Purchase Price shall be paid within 90 days after the date of the Letter of Acceptance.
- 85% of the Purchase Price being balance of the Purchase Price shall be paid by the purchaser(s) within 14 days after the date of the Vendors written notification to the purchaser(s) that the Vendor is in a position validly to assign the residential property to the purchaser(s).

Gifts, or any financial advantage or benefits

- Butler Service Benefit
- Smart Wardrobe Service Benefit

Section 5 – 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 6 – Submission checklist

The following documents are submitted together with this Tender Document (for details, please see paragraph 3.1 of the Tender Notice):-

1. ☐ Tender Document with the Offer Form completed and signed (**in duplicate**)
2. ☐ Cashier order(s) and /or cheque(s)
3. ☐ Tenderer's identification documents
4. Documents in Annex, duly signed and completed by the Tenderer:
 - (1) ☐ Personal Information Collection Statement (undated)
 - (2) ☐ Warning to Purchasers (undated)
 - (3) ☐ Acknowledgement Letter Regarding Stamp Duty (undated)
 - (4) ☐ Acknowledgement Letter Regarding Operation of Gondola (undated)
 - (5) ☐ Acknowledgement Letter Regarding False Ceiling (undated)
 - (6) ☐ Declaration Regarding No Intermediary (undated)

Section 7 – 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.		

Section 8 – Consent to direct marketing

According to the Personal Information Collection Statement ("**PICS**") of Swire Properties Limited ("**SPL**"), I/we will have to consent to the use and transfer of my/our personal data for the purpose of direct marketing. If I/we do not provide SPL with my/our consent, SPL will assume that I/we do not agree to the use and transfer of my/our personal data for direct marketing purposes as set out in the PICS and do not wish to receive relevant marketing communication (including details of offers and promotions of the Swire Properties Group).

☐ I/We agree to the use and transfer of my/our personal data for direct marketing purposes in accordance with the PICS.

(Please tick as appropriate)

Section 9 – 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 of 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:

Witnessed by:

X

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]*

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.

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.

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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.

Schedule to the Offer Form

(To be completed by the Tenderer)

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

<i>Section 2 – Tendered Property</i>	
Floor	Flat
20	A

<i>Section 3 – Tender Price</i>			
Tender Price (HK\$)			
Cashier order (Please refer to paragraph 3.1(b)(i) of the Tender Notice)	Amount (HK\$)	Bank	Cashier order no.
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Section 4 – Payment plan

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

Payment Plan

Stage Payment Plan

Terms of Payment

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- 85% of the Purchase Price being balance of the Purchase Price shall be paid by the purchaser(s) within 14 days after the date of the Vendors written notification to the purchaser(s) that the Vendor is in a position validly to assign the residential property to the purchaser(s).

Gifts, or any financial advantage or benefits

- Butler Service Benefit
- Smart Wardrobe Service Benefit

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

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(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 6 – Submission checklist

The following documents are submitted together with this Tender Document (for details, please see paragraph 3.1 of the Tender Notice):-

1. ☐ Tender Document with the Offer Form completed and signed (**in duplicate**)
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3. ☐ Tenderer's identification documents
4. Documents in Annex, duly signed and completed by the Tenderer:
 - (1) ☐ Personal Information Collection Statement (undated)
 - (2) ☐ Warning to Purchasers (undated)
 - (3) ☐ Acknowledgement Letter Regarding Stamp Duty (undated)
 - (4) ☐ Acknowledgement Letter Regarding Operation of Gondola (undated)
 - (5) ☐ Acknowledgement Letter Regarding False Ceiling (undated)
 - (6) ☐ Declaration Regarding No Intermediary (undated)

Section 7 – 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.
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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.
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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.		

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According to the Personal Information Collection Statement ("**PICS**") of Swire Properties Limited ("**SPL**"), I/we will have to consent to the use and transfer of my/our personal data for the purpose of direct marketing. If I/we do not provide SPL with my/our consent, SPL will assume that I/we do not agree to the use and transfer of my/our personal data for direct marketing purposes as set out in the PICS and do not wish to receive relevant marketing communication (including details of offers and promotions of the Swire Properties Group).

☐ I/We agree to the use and transfer of my/our personal data for direct marketing purposes in accordance with the PICS.

(Please tick as appropriate)

Section 9 – 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 of 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:

Witnessed by:

X

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]

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

EIGHT STAR STREET 20A 單位

(即招標公告附表 1 內列出之物業，
但若在招標截止時限之前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「**EIGHT STAR STREET**」，放入位於售樓處(定義見招標公告，即香港鰂魚涌太古坊華蘭路 18 號港島東中心 37 樓 Eight Star Street 展覽廳)擺放的標示為「**EIGHT STAR STREET 投標箱**」的投標箱內。

賣方：**HIGH GRADE VENTURES LIMITED**
香港金鐘道 88 號太古廣場一期 33 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

賣方代理人：**太古地產物業代理有限公司**
香港鰂魚涌太古坊
華蘭路 18 號
港島東中心 18 樓

第 1 部份：招標公告

1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「承約期間」	指由遞交投標書的招標開始時間至招標截止時間後的第 14 日 (包括首尾兩日)的期間，承約期間載列於招標公告附表 1；
「正式合約」	指(當中包括)賣方及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；
「發展項目」	指香港星街 8 號 EIGHT STAR STREET；
「接納書」	指賣方根據招標公告第 4.2 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；
「辦公時間」	指招標期間星期一至星期日上午 11 時正至下午 7 時正 (除 2021 年 6 月 15 日，由上午 11 時正至下午 3 時正)；
「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」	指招標公告附表 1 列出之所有或任何物業；
「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」	指賣方就發展項目發出並於招標公告附表 1 所述的銷售安排資料 (及賣方不時對其作出的修改)；
「售樓處」	指香港鰂魚涌太古坊華蘭路 18 號港島東中心 37 樓 Eight Star Street 展覽廳；
「招標截止時間」	就每一個該招標物業而言，指載列於招標公告附表 1 適用於該招標物業的招標截止日期及時間；
「招標開始時間」	就每一個該招標物業而言，指載列於招標公告附表 1 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，指招標開始時間至招標截止時間的期間；
「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剔選的物業；

「投標者」	指要約表格的附表中訂明為投標者的人士；
「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；
「賣方」	指 High Grade Ventures Limited；及
「賣方律師」	指孖士打律師行

2. 投標者須知

- 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時間之前的任何時間接受任何已遞交之投標書。逾期遞交一概不予受理。
- 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時間。任何更改招標截止時間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。

3. 招標程序

3.1 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)(一式兩份)。請填妥及簽署要約表格的英文文本或要約表格的中文文本；
- (b) 連同以下文件：

(i) 銀行本票及／或支票

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(惟銀行本票支之數目須相等如投標物業之數目而且以銀行本票支付每個投標物業訂金的金額最少為港幣 500,000 元)，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)的複印本及投標者之每一董事的香港身分證／護照。

(iii) 由投標者填妥並簽署的附件的文件

(1) 個人資料收集聲明

- (2) 對買方的警告
- (3) 關於印花稅的確認書
- (4) 關於吊船操作的確認書
- (5) 關於假天花的確認書
- (6) 關於並無中介人的聲明

請不要於本第(iii)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「**EIGHT STAR STREET**」；及
- (d) 於招標期間放入位於售樓處擺放的標示為「**EIGHT STAR STREET 投標箱**」的投標箱內。

若在招標截止日期的辦公時間內發出黑色暴雨警告或八號或以上颱風信號或該警告或信號仍然生效，招標截止日期及時間將延至下一工作日的下午 3 時正(而當天的辦公時間內亦沒有黑色暴雨警告或八號或以上颱風信號發出或仍然生效)。

- 3.2 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。
- 3.3
 - (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、電郵及傳真號碼。
 - (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。
- 3.4
 - (a) 作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間按照本招標公告及本招標公告夾附的投標表格和出售條款所載的條款及條件，隨時接納投標。投標書根據本招標公告的程序一經遞交，投標者即不可撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。
 - (b) 作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。
 - (c) 在符合本招標文件其他條文的前提下並在無損於該等其他條文的同時(尤其是以上第 2.2、2.3 及 2.4 段之下的賣方權利)，供投標者參考的部分該等招標物業的指引價格列於招標公告附表 2。為免存疑，指引價格僅供參考，並不構成或視為構成任何該等招標物業樓價的最高或最低金額。

4. 接納投標

- 4.1 投標書如獲接納，中標者即成為該投標物業之買方。
- 4.2 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。

- 4.3 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。
- 4.4 如買方有意以其授權人代表其簽署正式合約：-
- (a) 賣方律師將不會於買賣該物業事宜中代表買方，買方須另聘律師作為其代表；及
 - (b) 相關授權書須由賣方事先批准。

5. 其他事項

- 5.1 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太古地產物業代理有限公司，地址為香港鰂魚涌太古坊華蘭路 18 號港島東中心 18 樓(查詢熱線: 2922 4888 (吳小姐))。
- 5.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作為或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。
- 5.3 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件任何種類的改動及／或增加，該投標書將被視為不符合規定的投標書。
- 5.4 如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

招標公告附表 1

銷售安排：	第 3 號
招標開始日期及時間：	2021 年 5 月 4 日 上午 11 時正
招標截止日期及時間：	2021 年 6 月 15 日 下午 3 時正
承約期間：	由 2021 年 5 月 4 日 至 2021 年 6 月 29 日
該招標物業：	<u>以下單位： -</u> 20A
備注: 各投標必須於辦公時間內遞交並放入普通信封內，信封面上清楚註明「EIGHT STAR STREET」，放入位於香港鰂魚涌太古坊華蘭路 18 號港島東中心 37 樓 Eight Star Street 展覽廳擺放的標示為「EIGHT STAR STREET 投標箱」的投標箱內。	

招標公告附表 2

指引價格

招標物業	指引價格
20A	HK\$43,688,000

[第 1 部分：招標公告完]

第 2 部分：出售條款

1. 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。
2. 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。
3. 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。
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. 買方須於接納書的日期之後的 5 個工作日內攜帶香港身份證或護照或商業登記證(如買方為公司)及招標文件及接納書到賣方律師的辦事處辦理下列手續：**(a)** 簽署賣方律師所訂定之正式合約，合約內容買方不能更改，**(b)** 交付根據本臨時合約付款方式所述到期應付之款項，並**(c)** 交付全部有關本臨時合約及正式合約應付或所招致的印花稅。
8. 如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：
 - (a) 本臨時合約即終止；
 - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
 - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
9. 該物業的量度尺寸載列於附表 1。
10. 該物業的買賣包括的裝置、裝修物料及設備載列於附表 2。
11. 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。
12. 買方確認已收到第 13 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。
13. 就上述第 12 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.

14. 賣方保留於其認為所需時修改本發展項目(包括本物業)建築圖則之權利。
15. 買賣雙方同意於賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期起計 14 日內於辦公時間內在賣方律師辦公地點完成交易本物業。
16. 雙方同意並聲明本臨時合約只適用於買方個人。只有簽署本臨時合約的人士方可簽署正式合約。
17. 買方須與賣方在正式合約中訂明，若買方轉售本物業或將買賣合約權益轉讓予第三者，則每個轉購人、受贈人、代辦人、受益人、授權人或其他承讓人 (i) 在任何以後的轉售買賣合約或其他合約中列明所有確認人、委任人及其他買、賣本物業或任何相關利益人士的詳細資料(包括身份証號碼及地址)，及全數金額或其他代價，包括任何佣金、訂購或代理費用、或除因購入本物業而需向賣方繳付之代價外任何在期間交易所需繳付予任何人士的款項，及 (ii) 在以後的轉售合約中訂明，或在其他合約中加上有約束力的條文，致使每個轉購人或其他承讓人履行第 (i)項中的責任。
18. (a) 若買方亦聘用賣方之律師行為買方之代表律師處理購買本物業的法律文件(包括正式合約、按揭契及轉讓契等)，賣方同意為買方該律師行在處理正式合約及其後之轉讓契之法律費用。
- (b) 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。
- (c) 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。

- (d) 一切圖則費用及有關業權契約之認證副本包括副本圖則之費用、查冊費、註冊費及其他實際支出款項均須由買方承擔。一切有關本物業按揭及其他費用，均由買方負責。
- (e) 買方須負責擬定及簽署大廈公契的費用及其印花稅及登記費之攤分部份。
19. 有關本臨時合約及/或正式合約及/或轉讓契之所有印花稅(包括但不限於根據香港法例第 117 章《印花稅條例》可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)，一概由買方負責支付。
20. 所有加付訂金，部份樓價付款及樓價餘款需以抬頭寫上賣方律師之銀行本票支付。所有樓價付款均須在星期一至五下午四點半前繳付。
21. 如買方或任何人代表買方在未簽署正式合約前將本臨時合約登記於土地註冊處登記冊內，賣方或其銷售代理人可單方面簽署及於土地註冊處登記備忘錄將本臨時合約刪除或取消。
22. 買方如有更改通訊地址或聯絡電話，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. 本臨時合約所規定之時間或時限乃合約要素，必須嚴謹遵守。
25. 如本臨時合約下的本物業包括多於一個物業，該物業必須由單一份正式合約及其後單一份轉讓契涵蓋。
26. 買方在成交時須按大廈公契規定向發展項目管理人繳交所有按金、上期預繳、其須分擔的特別基金、清理廢料費用及所有須繳交的其他費用。如任何上述費用已由賣方付予管理人，買方均須在交易完成時補還予賣方。
27. (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性，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。
28. 倘若本臨時合約中英文文本有差異，以英文文本為準。

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

在本附表 1，買方根據本臨時合約購買的物業之量度尺寸才適用於本臨時合約。

In this Schedule 1, only the measurements of the Property purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement.

本物業的量度尺寸如下—

The measurements of the Property are as follows—

Property 物業: Flat A on 20th Floor of EIGHT STAR STREET, No. 8, Star Street, Hong Kong
香港星街 8 號 EIGHT STAR STREET 20 樓 A 室

(a) 本物業的實用面積為 the saleable area of the Property is	平方米/ square metres/	平方呎，其中— square feet of which—
	<u>84.791</u>	<u>913</u>
	平方米/ square metres/	平方呎為露台的樓面面積； square feet is the floor area of the balcony;
	<u>2.979</u>	<u>32</u>
	平方米/ square metres/	平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform;
	<u>1.500</u>	<u>16</u>
	平方米/ square metres/	平方呎為陽台的樓面面積； square feet is the floor area of the verandah; and
	<u>xxx</u>	<u>xxx</u>

(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	平方米/ square metres/	平方呎； square feet;
	<u>xxx</u>	<u>xxx</u>
*窗台的面積為 the area of the bay window is	平方米/ square metres/	平方呎； square feet;
	<u>xxx</u>	<u>xxx</u>
*閣樓的面積為 the area of the cockloft is	平方米/ square metres/	平方呎； square feet;
	<u>xxx</u>	<u>xxx</u>
*平台的面積為 the area of the flat roof is	平方米/ square metres/	平方呎； square feet;
	<u>xxx</u>	<u>xxx</u>
*花園的面積為 the area of the garden is	平方米/ square metres/	平方呎； square feet;
	<u>xxx</u>	<u>xxx</u>
*停車位的面積為 the area of the parking space is	平方米/ square metres/	平方呎； square feet;
	<u>xxx</u>	<u>xxx</u>
*天台的面積為 the area of the roof is	平方米/ square metres/	平方呎； square feet;
	<u>xxx</u>	<u>xxx</u>
*梯屋的面積為 the area of the stairhood is	平方米/ square metres/	平方呎； square feet;
	<u>xxx</u>	<u>xxx</u>
*前庭的面積為 the area of the terrace is	平方米/ square metres/	平方呎； square feet;
	<u>xxx</u>	<u>xxx</u>
*庭院的面積為 the area of the yard is	平方米/ square metres/	平方呎。 square feet.
	<u>xxx</u>	<u>xxx</u>

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

1 Bedroom Units: Unit B of 11th – 17th Floor

2 Bedroom Units: Unit A, Unit B, Unit C of 2nd, 3rd, 5th Floor, Unit A and Unit B of 6th, 7th – 9th Floor and Unit A of 11th – 17th Floor

3 Bedroom Units: Unit A of 10th and 18th – 22nd Floor

一房單位：11樓 – 17樓B單位

兩房單位：2樓、3樓、5樓A單位、B單位及C單位, 6樓、7樓 – 9樓A單位及B單位, 11樓 – 17樓 A單位

三房單位：10樓、18樓 – 22樓A單位

Internal Wall 內牆	–	Emulsion paint. 乳膠漆。
Flooring 地板	–	Porcelain tile for living and dining room flooring of 1-Bedroom and 2-Bedroom units while engineered wood flooring for bedrooms. Engineered wood flooring for living and dining room and bedrooms of 3-Bedroom units. 一房及兩房單位之客飯廳地板為瓷磚。睡房為複合木地板。 三房單位之客飯廳及睡房地板為複合木地板。
Door 門	–	Solid core timber door or hollow core timber door or glass door. 實心木門或空心木門或玻璃門。
Bathroom 浴室	–	Sanitary fitments are provided. Natural stone or porcelain tile for wall; gypsum board false ceiling; natural stone or porcelain tile for floor. 提供潔具。牆身鋪砌天然石材或瓷磚；石膏板假天花；地板為天然石材或瓷磚。
Kitchen 廚房	–	Reconstituted stone for wall; porcelain tile for floor; gypsum board false ceiling with emulsion paint; countertop finished with reconstituted stone. 牆壁鋪砌人造石；地板鋪砌瓷磚；石膏板假天花髹上乳膠漆；灶台為人造石。
Other Provisions 其他設備	–	1-Bedroom and 2-Bedroom units: (i) 2-in-1 washer & dryer, induction, built-in combi steam oven, cookerhood, integrated refrigerator, (ii) Installed with thermo ventilator, electric water heater and exhaust fan; (iii) Air-conditioner for living and dining room and bedroom(s). 一房及兩房單位: (i) 二合一洗衣乾衣機、電磁爐、嵌入式蒸焗爐、抽油煙機、嵌入式雪櫃; (ii) 裝設浴室寶、電熱水爐及抽氣扇; (iii) 客飯廳及睡房裝設冷氣機。 3-Bedroom units: (i) 2-in-1 washer & dryer, integrated dishwasher, induction, built-in combi steam oven, cookerhood, refrigerator; (ii) Installed with thermo ventilator, electric water heater and exhaust fan; (iii) Air-conditioner for living and dining room, bedroom(s), kitchen and utility room. 三房單位: (i) 二合一洗衣乾衣機、嵌入式洗碗碟機、電磁爐、嵌入式蒸焗爐、抽油煙機、雪櫃; (ii) 裝設浴室寶、電熱水爐及抽氣扇; (iii) 客飯廳、睡房、廚房及多用途房內裝設冷氣機。

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。

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／我們現向賣方聲明、陳述及保證如下：

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

(b) 除樓價、提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買該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)。

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	
	電郵地址			

第2節 – 投標物業	
樓層	單位
20	A

第3節 – 投標價			
投標價 (HK\$)			
銀行本票 (請參閱投標公告之 3.1(b)(i)段)	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

有關贈品、財務優惠或利益的詳情，請參閱附件 7。

付款計劃

建築期付款計劃

支付條款

- 相等於樓價 5%之臨時訂金於投標書獲賣方接納當日(即接納書的日期)繳付。
- 相等於樓價 5%之加付訂金於簽署正式合約當日繳付。
- 相等於樓價 5%之部份付款於接納書的日期後 90 天內繳付。
- 買方須於接納書的日期後於賣方就其有能力將住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 天內(以較早者為準)繳付樓價 85%作為樓價餘款。

贈品、財務優惠或利益

- 管家服務優惠
- 智能衣櫃服務優惠

第5節 – 與賣方關係的聲明(^請剔適用者)

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

(如有以下情況，某人即屬賣方的「有關連人士」：

- (a) 該人是賣方的董事，或該董事的父母、配偶或子女；
- (b) 該人是賣方的經理；
- (c) 該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
- (d) 該人是賣方的有聯繫法團或控權公司；
- (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6節- 遞交清單

以下文件連同本招標文件遞交(詳情見招標公告第 3.1 段)：

1. ☐ 招標文件及要約表格已填妥及簽署(一式兩份)
2. ☐ 銀行本票及/或支票
3. ☐ 投標者的身份證明文件
4. 由投標者填妥並簽署的附件的文件：
 - (1) ☐ 個人資料收集聲明(未有填上日期)
 - (2) ☐ 對買方的警告(未有填上日期)
 - (3) ☐ 關於印花稅的確認書(未有填上日期)
 - (4) ☐ 關於吊船操作的確認書(未有填上日期)
 - (5) ☐ 關於假天花的確認書(未有填上日期)
 - (6) ☐ 關於並無中介人的聲明(未有填上日期)

第7節- 關於公司投標者的聲明(不適用於個人投標者)

我們聲明並同意如下：

1. 在本要約表格的日期之時投標者的所有現任董事的資料均已列於下表。
2. 所有委任投標者的董事的相關程序已在本要約表格的日期之前完成。
3. 如我們成為中標者，除非得到賣方事先書面同意，在本要約表格的日期至接納書的日期，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.		

第8節 – 同意直接促銷

根據太古地產有限公司(「太古地產」)的個人資料收集聲明，本人／我們須同意使用及移轉本人／我們的個人資料作直接促銷用途。如本人／我們不向太古地產提供本人／我們的同意，太古地產會假設本人／我們不同意使用及移轉本人／我們的個人資料作個人資料收集聲明列出的直接促銷用途，及不願意收到相關推廣通訊(包括太古地產集團的優惠及宣傳的詳情)。

☐ 本人同意按照《個人資料收集聲明》為直接促銷的目的而使用及移轉本人的個人資料。

(如適用請剔)

第9節 – 投標者及見證人的簽署

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

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

投標者簽署：

見證人簽署：

X

X

獲授權人士的名稱(如投標者為公司)：

見證人名稱：

日期：

[第3部份：要約表格完]
[招標文件完]

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。

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／我們現向賣方聲明、陳述及保證如下：

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

(b) 除樓價、提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買該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)。

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	
	電郵地址			

第2節 – 投標物業	
樓層	單位
20	A

第3節 – 投標價			
投標價 (HK\$)			
銀行本票 (請參閱投標公告之 3.1(b)(i)段)	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

有關贈品、財務優惠或利益的詳情，請參閱附件 7。

付款計劃

建築期付款計劃

支付條款

- 相等於樓價 5% 之臨時訂金於投標書獲賣方接納當日(即接納書的日期)繳付。
- 相等於樓價 5% 之加付訂金於簽署正式合約當日繳付。
- 相等於樓價 5% 之部份付款於接納書的日期後 90 天內繳付。
- 買方須於接納書的日期後於賣方就其有能力將住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 天內(以較早者為準)繳付樓價 85% 作為樓價餘款。

贈品、財務優惠或利益

- 管家服務優惠
- 智能衣櫃服務優惠

第5節 – 與賣方關係的聲明(^請剔適用者)

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

(如有以下情況，某人即屬賣方的「有關連人士」：

- (a) 該人是賣方的董事，或該董事的父母、配偶或子女；
- (b) 該人是賣方的經理；
- (c) 該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
- (d) 該人是賣方的有聯繫法團或控權公司；
- (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6節 – 遞交清單

以下文件連同本招標文件遞交(詳情見招標公告第3.1段)：

1. ☐ 招標文件及要約表格已填妥及簽署(一式兩份)
2. ☐ 銀行本票及/或支票
3. ☐ 投標者的身份證明文件
4. 由投標者填妥並簽署的附件的文件：
 - (1) ☐ 個人資料收集聲明(未有填上日期)
 - (2) ☐ 對買方的警告(未有填上日期)
 - (3) ☐ 關於印花稅的確認書(未有填上日期)
 - (4) ☐ 關於吊船操作的確認書(未有填上日期)
 - (5) ☐ 關於假天花的確認書(未有填上日期)
 - (6) ☐ 關於並無中介人的聲明(未有填上日期)

第7節 – 關於公司投標者的聲明(不適用於個人投標者)

我們聲明並同意如下：

1. 在本要約表格的日期之時投標者的所有現任董事的資料均已列於下表。
2. 所有委任投標者的董事的相關程序已在本要約表格的日期之前完成。
3. 如我們成為中標者，除非得到賣方事先書面同意，在本要約表格的日期至接納書的日期，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.		

第8節 – 同意直接促銷

根據太古地產有限公司(「太古地產」)的個人資料收集聲明，本人／我們須同意使用及移轉本人／我們的個人資料作直接促銷用途。如本人／我們不向太古地產提供本人／我們的同意，太古地產會假設本人／我們不同意使用及移轉本人／我們的個人資料作個人資料收集聲明列出的直接促銷用途，及不願意收到相關推廣通訊(包括太古地產集團的優惠及宣傳的詳情)。

☐ 本人同意按照《個人資料收集聲明》為直接促銷的目的而使用及移轉本人的個人資料。

(如適用請剔)

第9節 – 投標者及見證人的簽署

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

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

投標者簽署：

X

見證人簽署：

X

獲授權人士的名稱(如投標者為公司)：

見證人名稱：

日期：

[第3部份：要約表格完]
[招標文件完]

附件

Annex

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

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

1. 個人資料收集聲明 #
Personal Information Collection Statement #
2. 對買方的警告 #
Warning to Purchasers #
3. 關於印花稅的確認書 #
Acknowledgement Letter Regarding Stamp Duty #
4. 關於吊船操作的確認書 #
Acknowledgement Letter Regarding Operation of Gondola #
5. 關於假天花的確認書 #
Acknowledgement Letter Regarding False Ceiling #
6. 關於並無中介人的聲明 #
Declaration Regarding No Intermediary #
7. 贈品、財務優惠或利益的列表
List of gifts, financial advantage or benefits
8. 律師收費表
Legal fees
9. 嚴禁清洗黑錢宣傳單張
"Keep Money Laundering Away from Hong Kong" Leaflet

**HIGH GRADE
VENTURES LIMITED**
Personal Information Collection Statement
個人資料收集聲明

Collection of your personal data

1. From time to time, it is necessary for you to supply Swire Properties Limited ("us", "our" or "we") with personal information and particulars to enable us to carry out the activities described in paragraph 3 below. We may be unable to carry out such activities if you do not provide the necessary information and particulars.
2. We may also generate and compile information and collect information from publicly available sources about you. Personal information and particulars provided by you and all information collected, generated and compiled by us about you from time to time is collectively referred to as "**Personal Data**".

Purposes for which your Personal Data are used

3. We may use your Personal Data for one or more of the following purposes:
 - (i) (a) marketing and promoting services, products, facilities and other subjects, and/or (b) promoting and soliciting donations or contributions for charitable or non-profit making causes (please see further details in "**Use and transfer of your Personal Data in direct marketing**" section below);
 - (ii) for payment purposes for any services, products and/or facilities, including verification of credit card details with third parties;
 - (iii) for use of the online services available at any of our websites and/or through other telecommunication channels;
 - (iv) for leasing, development, sale or purchase of products or facilities and/or for management or other related services;
 - (v) for identification and verification purposes in connection with any of the services, products and/or facilities that may be supplied to you;
 - (vi) for reservations with or through us and/or any of Swire Properties Limited, its subsidiaries, holding companies and joint venture and associated companies (together, "**Swire Properties Group**");
 - (vii) communicating with you by email, mail, fax, phone or other means, including contacting you regarding your enquiries;
 - (viii) conducting research and/or analysis from time to time to better understand your shopping, dining, spending and/or other consumption needs, preferences, interests, experiences and/or habits;
 - (ix) (a) designing new and/or enhancing existing services, products, facilities, activities, contests, lucky draws and/or other events (together, the "**Activities**") relating to Swire Properties Group's portfolios of properties or tenants in such portfolios of properties ("**Merchant(s)**"), and/or (b) administering any of the Activities conducted by Swire Properties Group (or on its/their behalf) or by the Merchant(s);
 - (x) managing customer relationship and relationship with Swire Properties Group's Merchants;
 - (xi) operating and administering any membership clubs or loyalty or reward programmes;
 - (xii) making disclosure when required by law, regulation, or court order of any jurisdiction, and/or as requested by any government, regulatory or law enforcement authority or administrative organisation, which may be within or outside The Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**");
 - (xiii) (a) establishing legal claims or defences, (b) obtaining legal advice, and/or (c) exercising, defending and/or protecting the rights or properties of any member of Swire Properties Group, including identifying, contacting or bringing legal action against any person who may be causing interference with such rights or properties (whether intentionally or otherwise) or where any other person could be harmed or property of any other person could be damaged by such interfering activities;
 - (xiv) for the use by any member of Swire Properties Group in connection with any of the above purposes and/or any of the services, products and/or facilities that any member of Swire Properties Group may offer or supply to you from time to time; and/or

- (xv) any other incidental or associated purposes relating to the above, or any other purpose which you may from time to time agree.

Transfer of your Personal Data

4. To facilitate the purposes set out in paragraph 3 above, we may transfer, disclose, grant access to or share your Personal Data with the following parties (whether within or outside Hong Kong), and your Personal Data may be transferred within or outside Hong Kong:
- (i) any member of Swire Properties Group;
 - (ii) any agent, contractor or third party service provider who provides administrative, marketing and research, distribution, data processing, telemarketing, telecommunications, computer, payment or other services to or support the operation of Swire Properties Group's business (including its/their direct marketing activities);
 - (iii) other business associates such as loyalty programme operators and other companies involved in providing customer service or fulfilling customer requests;
 - (iv) credit reference agencies, credit, debit and/or charge card companies and/or banks;
 - (v) medical professionals, clinics, hospitals, insurers and/or loss adjusters;
 - (vi) any person, government or law enforcement authority or administrative organisation;
 - (vii) any person under a duty of confidentiality to any member of Swire Properties Group (including accountants, legal advisers or other advisers);
 - (viii) any actual or proposed assignee or purchaser of all or any part of the business and/or asset of Swire Properties Group;
 - (ix) charitable or non-profit making organisations.

We may also share information or statistics with third parties in an aggregated or anonymised form that does not directly identify you (e.g. we may share aggregated information about your preferences and location with advertisers for marketing purposes).

Use and transfer of your Personal Data in direct marketing

5. We are allowed to use and/or transfer your Personal Data in direct marketing only if you consent or do not object in writing.
6. In connection with direct marketing, we intend
- (i) to use your name, contact details, location data, customer profiling information (including information about your use of our website and activity on social media platforms, including your shopping preferences and online behaviour), services and products portfolio information, and transaction pattern and behaviour collected, compiled, generated or held by us from time to time (a) for marketing, research, questionnaires, promotional and customer relationship management purposes including sending you information relating to Swire Properties Group's and/or its Merchant's products, facilities, services, membership clubs, reward programmes (including joint collaborations with different brands), activities, contests, lucky draws, promotions, blogs, newsletters and/or events in the following categories: cultural, entertainment and sporting facilities and activities, commercial and residential properties, hotels, restaurants, spa, consumer goods, food and beverages, books and stationery, fashion and accessories, children's goods, watches, jewellery and other luxurious goods, optical products, personal care, health and beauty products and services, home furnishing and appliances, florists, sports gear and products, electronic products and appliances, bank outlets and financial services, charity activities, motor vehicles and car parking facilities, and/or (b) to promote or solicit donations or contributions for charitable or non-profit making causes including relief of poverty, advancement of education or religion, promotion of health, saving of lives, relief of victims of disaster or epidemic, relief of disabled persons, relief of those in need by reason of youth, age, gender, race, ill-health, financial hardship or other disadvantage, protection of animals, preservation or improvement of the environment or any other charitable purpose that is of benefit to the community, (together, "**Classes of Marketing Subject**"); and
 - (ii) to provide your name and contact details to (a) providers (whether within or outside Swire Properties Group) of any of the Classes of Marketing Subject, (b) Swire Properties Group's Merchants and call centres, (c) any member of Swire Properties Group, and/or (d) marketing or research services providers, so that they can send you information in relation to the above Classes of Marketing Subject. Information may be sent to you by email, mail, fax, phone or other means.

7. You may write to us at the address below or contact us via the contact information provided in our direct marketing materials to opt out from direct marketing at any time.

Cookies, Log - Files, Location Data and access to Personal Data through social media platforms

8. If you visit any of our websites, we may use cookie files to store and track information about you and your preferences. A cookie is a small text file that our website transfers to your device. The use of cookies means we can better serve you and/or maintain your information across multiple pages within or across one or more sessions. Most web browsers automatically accept cookies, but if you prefer, you can edit your browser options to block them in future. Cookies contain information about you and your preferences. For example, if you inquire about rates and availability, the site might create a cookie that contains the details you entered. Or it might only contain a record of which pages within the site you visited to help the site customise the view for you the next time you visit. Only the information that you provide or the choices you make while visiting a website can be stored in a cookie. For example, the site cannot determine your email address unless you choose to type it. Allowing a website to create a cookie does not give that or any other site access to the rest of your device, and only the site that created the cookie can read it.
9. We may also collect information regarding your Internet Protocol (IP) address, browser type, domain name and access time. This information is used for our own research purposes. As it is not linked to any personal information, it is separate from your Personal Data. In rare instances, IP addresses may be used to assist in deterring and/or preventing abusive or criminal activity on the website.
10. If you use the WiFi available at our properties, we may collect your location data (if you have consented to this on your device). We may use your location data to keep track of your activity patterns and preferences in order to improve the level of service you receive. Your location data may be combined with other information we receive from third parties to provide you with better service and, where you have consented to receive direct marketing, we may provide you with targeted advertisements, content, features, deals and offers in relation to the Classes of Marketing Subject set out in paragraph 6 above.
11. If you interact with us on social media platforms (for example if you "Like" our Facebook Page or post on our timeline), we can interact with you and send you messages via these platforms. We will interact with you in accordance with the social media platform's rules but we are not responsible for how the platform operators collect and handle your Personal Data. We are not responsible for what third parties post on our social media accounts.

How to access or correct your Personal Data or contact us

12. You are entitled to access or correct your Personal Data held by us. If you wish to obtain a copy of any of your Personal Data or if you believe that any of your Personal Data which we collect and maintain is inaccurate, please write to us at the address below.
13. A request for access to or correction of your Personal Data, or for information regarding policies and practices and kinds of personal data held by us may be sent to us at the following address:
- Residential Marketing
Swire Properties Limited
18/F One Island East, 18 Westlands Road, Taikoo Place, Hong Kong
14. In accordance with the Personal Data (Privacy) Ordinance, we have the right to charge a reasonable fee for the processing of any data access request.

This Statement is written in the English language and may be translated into other languages. In the event of any inconsistency between the English version and the translated version of this Statement, the English version shall prevail.

I have read and I understand this Personal Information Collection Statement.

Signed by the Purchaser(s) 買方簽署

Name 姓名: _____

Date 日期: _____ (Please leave undated upon tender submission 請勿於入標時填寫日期)

收集閣下的個人資料

1. 閣下不時有需要向太古地產有限公司（「**我們**」或「**本公司**」）提供個人資料及詳情，以使我們能夠進行下文第 3 條所述的活動。閣下若不提供所需的資料及詳情，我們可能無法進行該等活動。
2. 我們亦可能會生成及編輯有關閣下的資料以及由公共渠道收集有關閣下的資料。閣下不時提供的個人資料及詳情以及我們不時收集、生成及編輯有關閣下的所有資料合稱為「**個人資料**」。

使用閣下個人資料的目的

3. 我們可能為以下一個或多個目的而使用閣下的個人資料：
 - (i) (a) 為促銷及推廣服務、產品、設施及其他事項，及/或(b)為慈善或非牟利目的宣傳及募集捐款或捐助（更多詳情請參見下文「**為直接促銷而使用及移轉閣下的個人資料**」部分）；
 - (ii) 為任何服務、產品及/或設施的付款目的，包括向第三方核實信用卡資料；
 - (iii) 為使用我們於我們的任何網站上及/或透過其他電訊渠道提供的網上服務；
 - (iv) 為租賃、開發、銷售或購買產品或設施，及/或為管理或其他相關服務；
 - (v) 為可能向閣下提供之任何服務、產品及/或設施而進行的識別及核實；
 - (vi) 為與或透過我們及/或太古地產有限公司、其附屬公司、控股公司、合資公司及關聯公司（合稱「**太古地產集團**」）中任何一方辦理預訂；
 - (vii) 為透過電郵、信函、傳真、電話或其他方式與閣下溝通，包括為回應閣下的查詢而聯絡閣下；
 - (viii) 為不時進行研究及/或分析，從而更好地了解有關閣下的購物、餐飲、開支及/或其他消費方面的需求、偏好、興趣、經驗及/或習慣；
 - (ix) (a)設計新的及/或改良現有的與太古地產集團的物業組合或其中的租戶（「**商戶**」）有關的服務、產品、設施、活動、比賽、抽獎及/或其他項目（合稱「**相關活動**」），及/或(b)管理由太古地產集團（或者代表太古地產集團）或由商戶進行的任何相關活動；
 - (x) 管理客戶關係及太古地產集團與商戶之間的關係；
 - (xi) 經營及管理任何會員計劃、忠誠計劃或獎勵計劃；
 - (xii) 在中華人民共和國香港特別行政區（「**香港**」）境內或境外，根據任何司法轄區的法律法規或法院命令及/或根據任何政府、監管或執法機構或行政部門的要求作出披露；
 - (xiii) (a)確立法律索償或抗辯，(b)獲取法律意見，及/或 (c) 行使、維護及/或保護太古地產集團任何成員的權利或財產，包括為識別、聯絡或對以下人士採取法律行動：可能對上述權利或財產造成干擾（不論是否故意）的人士，或其干擾行動可能對其他人及他們的財產造成傷害的人士；
 - (xiv) 供太古地產集團任何成員使用於上述任何目的及/或與太古地產集團任何成員不時向閣下提供或供應的任何服務、產品及/或設施；及/或
 - (xv) 與上述各項有關的任何其他附帶或相關之目的，或者閣下可能不時同意的任何其他目的。

移轉閣下的個人資料

4. 為實現上文第 3 條所述之目的，我們可能向下列各方（不論其是否位於香港境內）移轉、披露閣下的個人資料、允許其查閱或與其共享閣下的個人資料。閣下的個人資料可能會在香港境內被移轉或被移轉至香港境外：
 - (i) 太古地產集團的任何成員；

- (ii) 為太古地產集團業務經營（包括太古地產集團的直接促銷活動）提供行政、促銷及研究、分銷、資料處理、電話銷售、電訊、電腦、支付或其他服務，或為本公司業務經營提供支持的任何代理人、承辦商或第三方服務提供商；
- (iii) 其他業務合作夥伴，例如忠誠計劃的經營者及參與提供客戶服務或滿足客戶要求的其他公司；
- (iv) 信貸資料機構以及信用卡、借記卡及/或簽帳卡公司及/或銀行；
- (v) 醫療專業人士、診所、醫院、保險公司及/或理賠師；
- (vi) 任何人、政府或執法機構或行政部門；
- (vii) 對太古地產集團的任何成員負有保密義務的任何人士（包括會計師、法律顧問或其他顧問）；
- (viii) 太古地產集團的全部或任何部分業務及/或資產的任何實際或擬議受讓人或購買人；
- (ix) 慈善或非牟利組織。

我們亦可能會以總體或匿名的方式與第三方共享資料或統計數據，但該等資料不會直接識別閣下的身份（例如：我們可能會為促銷目的而與廣告商共享有關閣下的偏好及位置的總體資料）。

為直接促銷而使用及移轉閣下的個人資料

- 5. 只有在閣下以書面方式給予同意或以書面方式表示不反對的情況下，我們方可為直接促銷而使用及/或移轉閣下的個人資料。
- 6. 在直接促銷方面，我們有意：
 - (i) 將我們不時收集、編輯、生成或持有的閣下之姓名、聯絡方式、位置資料、客戶檔案資料（包括閣下使用我們的網站及在社交媒體平台上活動的相關資料，包括閣下的購物偏好及網上行為）、服務及產品的組合資料以及交易模式及行為：(a) 用於促銷、研究、問卷調查、推廣及客戶關係管理之目的，包括向閣下發送有關太古地產集團及/或其商戶以下類別的產品、設施、服務、會員計劃、獎勵計劃（包括與其他品牌的聯名合作）、活動、比賽、抽獎、宣傳、網誌、通訊及/或項目的資料：文化、娛樂及體育設施及活動、商業及住宅地產、酒店、餐廳、水療、消費品、食物及飲品、書籍文具、時裝配飾、兒童產品、手錶、珠寶及其他奢侈品、護眼產品、個人護理產品、健康美容產品及服務、家居飾物及用品、花店、體育用品及產品、電子產品及電器、銀行及金融服務、慈善活動、汽車及停車場設施，及/或(b)為慈善或非牟利目的宣傳或募集捐款或捐助，包括扶貧、促進教育或宗教的進步、推廣健康、挽救生命、救濟災難或疫情的受害者、救濟殘障人士、救助因年幼、年老、性別、種族、健康欠佳、經濟困難或其他不利條件而有需要幫助的人、保護動物、保護及改善環境或有利於社會的任何其他慈善目的（合稱「**促銷標的類別**」）；及
 - (ii) 將閣下的姓名及聯絡方式提供給：(a)任何促銷標的類別的提供商（無論是太古地產集團內部的或外部的），(b)太古地產集團的商戶及電話中心，(c)太古地產集團任何成員，及/或(d)促銷或研究服務提供商，以使他們能夠向閣下發送有關上述促銷標的類別的資料。此類資料可透過電郵、信函、傳真、電話或其他方式發送給閣下。
- 7. 閣下可隨時透過以下地址致函本公司或根據本公司直接促銷資料中所提供的聯絡方式聯絡我們以選擇不接收直接促銷。

小型文字檔案(Cookies)、日誌、位置資料及通過社交媒體平台查閱個人資料

- 8. 若閣下使用我們的任何網站，我們可能使用 cookie 文件儲存及跟蹤與閣下及閣下的偏好有關的資料。Cookie 是由我們的網站傳輸至閣下設備上的小型文本文件。透過 Cookies 的使用，我們能夠更好地服務閣下，及/或在一個或多個瀏覽時段中跨越多個頁面地保持閣下的資料。大多數網絡瀏覽器均自動接受 Cookies，但是若閣下選擇閣下可更改閣下的瀏覽器選項以禁用 Cookies。Cookies 儲存與閣下及閣下的偏好有關的資料。例如，若閣下查詢房價及供應情況，網站可能會建立含有閣下所輸入的資料的 Cookie。Cookie 亦可以只儲存閣下在網站中所瀏覽的網頁記錄，以幫助網站為閣下定制閣下於下一次瀏覽時的畫面。只有閣下在使用網站時提供的資料或所作出的選擇能夠存儲於 cookie 中。例如，除非閣下選擇輸入電郵地址，否則網站無法確定閣下的電郵地址。允許網站建立 Cookie 並不會令該網站或任何其他網站能夠存取閣下的設備的其餘部分，而且只有建立 Cookie 的網站能夠閱讀該 Cookie。

Annex 1
附件 1

9. 我們亦可能收集與閣下的網際網路協定位址 (IP 地址)、瀏覽器類型、域名及瀏覽時間有關的資料。此類資料將被用於本公司內部研究之目的。由於此類資料與個人資料並無關聯，此類資料是獨立於閣下的個人資料。在極少數的情況下，IP 地址可以用於協助制止及/或防止網站上的濫用或犯罪活動。
10. 若閣下使用我們於物業所提供的 WiFi，我們可能會收集閣下的位置資料（若閣下已在閣下的設備上對此給予同意）。我們可將閣下的位置資料用於跟蹤閣下的活動模式及偏好，以改進閣下獲得的服務水平。閣下的位置資料可能與我們從第三方接收的其他資料合併，以便向閣下提供更佳的服務，並且，在閣下同意接受直接促銷的情況下，我們可就上文第 6 條所述的促銷標的類別向閣下提供針對性的廣告、內容、功能及優惠。
11. 若閣下於社交媒體平台上與我們互動（例如：閣下在我們的 Facebook 主頁按“讚”或於我們的 Timeline 上貼文），我們即能夠透過該等平台與閣下互動及向閣下發送訊息。我們將根據社交媒體平台的規則與閣下互動，但對於平台經營者如何收集及處理閣下的個人資料，我們概不承擔責任。對於第三方於我們的社交媒體帳戶中發佈的內容，我們亦概不承擔責任。

如何查閱或改正閣下的個人資料或與我們聯絡

12. 閣下有權查閱或改正我們持有的閣下的個人資料。若閣下希望獲得閣下的任何個人資料的副本，或者，若閣下認為我們收集及持有的閣下的任何個人資料不準確，請透過以下地址致函本公司。
13. 閣下如需查閱或改正個人資料，或希望了解有關我們的資料政策及實務及我們所持有的個人資料種類，請透過以下地址向我們發送相關要求：

市場策劃部
太古地產有限公司
香港太古坊華蘭路 18 號港島東中心 18 樓

14. 根據《個人資料（私隱）條例》，我們有權就任何資料查閱要求的處理收取合理費用。

本聲明是以英文書寫但可能會被翻譯成其他語言。本聲明的英文版本與翻譯版本之間若有任何不符之處，應以英文版本為準。

本人已閱讀及明白本個人資料收集聲明。

Signed by the Purchaser(s) 買方簽署

Name 姓名: _____

Date 日期: _____ (Please leave undated upon tender submission 請勿於入標時填寫日期)

WARNING TO PURCHASERS
PLEASE READ CAREFULLY

對買方的警告
買方請小心閱讀

Vendor 賣方	HIGH GRADE VENTURES LIMITED			
Development 發展項目	EIGHT STAR STREET, No. 8, Star Street, Hong Kong 香港星街8號EIGHT STAR STREET			
Property 物業	Floor 樓層	20	Unit 單位	A
Purchaser 買方				
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼				
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

- (a) 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

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

Vendor 賣方	HIGH GRADE VENTURES LIMITED			
Development 發展項目	EIGHT STAR STREET, No. 8, Star Street, Hong Kong 香港星街8號EIGHT STAR STREET			
Property 物業	Floor 樓層	20	Unit 單位	A
Purchaser 買方				
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼				
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

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：

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

- The Stamp Duty (Amendment) Ordinance 2018 was gazetted on 19 January 2018 with retrospective effect from 5 November 2016. Any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to new ad valorem stamp duty ("**AVD**") at a flat rate of 15% ("**New Rate**"). AVD at New Rate is applicable to any residential property (except that acquired by a Hong Kong permanent resident ("**HKPR**") who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition) acquired either by an individual or a company.
《2018印花稅(修訂)條例》已於2018年1月19日刊憲，法例具有追溯效力至2016年11月5日。任何在2016年11月5日或以後簽立以買賣或轉讓住宅物業的文書，除獲豁免或另有規定外，均須繳付以劃一15%新稅率(「**新稅率**」)計算的從價印花稅。任何以個人或公司名義取得的住宅物業(除非該住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業)，均須繳付以新稅率計算的從價印花稅。

Tightening Up of Exemption Arrangement
收緊豁免安排

- The Stamp Duty (Amendment) (No.2) Ordinance 2018 was gazetted on 20 April 2018 with retrospective effect from 12 April 2017. Unless specifically exempted or otherwise provided by law, any instrument executed on or after 12 April 2017 for the sale and purchase or transfer of residential property, if covering more than one residential property, will be subject to AVD at New Rate even though those residential properties are acquired by a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition.
《2018印花稅(修訂)(第2號)條例》已於2018年4月20日刊憲，法例具有追溯效力至2017年4月12日。除獲特定豁免或另有法律規定外，任何在2017年4月12日或以後簽立以買賣或轉讓住宅物業的文書，若該文書包含多於一個住宅物業，則即使該等住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業，仍須按新稅率繳付從價印花稅。
- There is no change to the circumstances under which AVD at Scale 2 rates is applicable or AVD is exempt.
可按第2標準稅率繳納「從價印花稅」或可獲豁免「從價印花稅」的情況沒有改變。
- For details of the applicable exemptions to AVD at New Rate, please browse the Inland Revenue Department website (www.ird.gov.hk).
有關以新稅率計算的「從價印花稅」適用的豁免，詳情請瀏覽稅務局網頁 (www.ird.gov.hk)。

Procedures to be followed by the Purchaser
買方須遵守的程序

- If the Purchaser claims that the AVD at Scale 2 rates shall apply and/or buyer's stamp duty ("**BSD**") shall be exempted:-
如買方聲稱應適用以第2標準稅率計算的從價印花稅及/或應豁免買家印花稅：
 - The Purchaser or each of the Purchaser (as the case may be) shall make a statutory declaration (the "**Statutory Declaration**") (in the prescribed form) accompanied with a copy of your Hong Kong Identity Card(s).
買方或每名買方(視適用情況而定)須作出法定聲明(依照訂表格)及附上閣下的香港身分證副本。
 - 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：

Annex 3
附件 3

(i) within 17 days from the date of the Agreement for Sale and Purchase, a certified true copy of the Statutory Declaration together with a duly completed Form IRSD 118 and other supporting documents which the Stamp Office may from time to time require; and
在買賣合約訂立之日起 17 天內，「法定聲明」的認證副本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他證明文件；及

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

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

6. If the present transaction is subject to payment of the AVD at New Rate, the AVD at New Rate will be payable within 30 days after execution of the relevant Agreement for Sale and Purchase.

如本項交易須繳付以新稅率計算的從價印花稅，以新稅率計算的從價印花稅須在有關買賣合約簽立日期後 30 天內繳交。

Other Matters

其他事項

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

8. I/We understand that I/we shall be solely responsible for ascertaining whether I/we am/are HKPR, subject to the BSD and subject to the AVD at New Rate.

本人／我們明白，本人／我們有責任確定本人／我們是否香港永久性居民、是否需要繳付「買家印花稅」及是否需要繳付以新稅率計算的「從價印花稅」。

9. I/We acknowledge and agree that I/we shall pay all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by me/us or any third party (if applicable) if I/we claim exemption from BSD or AVD at New Rate, as the case may be.

本人／我們知悉及同意，若本人／我們有意申請豁免「買家印花稅」或豁免以新稅率計算「從價印花稅」(視情況而定)，本人／我們須支付所有就該申請而必需由本人／我們或第三方(如適用)作出的「法定聲明」所涉及的法律費用及開銷。

10. I/We acknowledge that this document does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt. Whether the AVD at Scale 2 rates will be applicable to me/us and/or whether I/we shall be exempted for BSD is subject to the decision of the Collector of Stamp Revenue.

本文件不構成你們給予本人／我們任何意見或陳述。本人／我們明白如有疑問，本人／我們應徵詢專業人士之意見。印花稅署署長對於以第 2 標準稅率計算的「從價印花稅」是否適用於本人／我們及／或本人／我們是否可獲豁免「買家印花稅」有決定權。

11. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.

本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。

12. The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.

本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signed by the Purchaser(s) 買方簽署

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

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

Vendor 賣方	HIGH GRADE VENTURES LIMITED			
Development 發展項目	EIGHT STAR STREET, No. 8, Star Street, Hong Kong 香港星街8號EIGHT STAR STREET			
Property 物業	Floor 樓層	20	Unit 單位	A
Purchaser 買方				
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼				
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

1. 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：

(a) Under the draft form of Deed of Mutual Covenant and Management Agreement (the “DMC”) in respect of EIGHT STAR STREET (the “Development”):-
按照所批核之 EIGHT STAR STREET(「發展項目」)的公契及管理合約草稿(「公契」)規定：

(i) In respect of any flat roof, main roof, flat roof of staircase, utility platform and balcony forming part of a Residential Unit (as defined under the DMC), the Manager (as defined under the DMC) shall have the right at all times to extend, maintain, operate, move and have access to, over and/or into or partly into the portion of airspace above the flat roof, main roof, flat roof of staircase, utility platform and balcony or the parapet walls of the roof or flat roof as may be determined by the Manager, one or more building maintenance unit(s), other equipment or device of management, vertical passenger hoist(s) and building maintenance equipment (collectively the “building maintenance unit(s)”) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Building, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities (as defined under the DMC) Provided that the use and enjoyment by Owner of his Residential Unit shall not be materially adversely affected or prejudiced thereby..

就構成住宅單位（如公契中所定義）部分之任何平台、主天台、樓梯平台、工作平台及露台，管理人（如公契中所定義）有權在任何時候延伸、維持、運作、移動一個或多個大廈管理裝置，其他裝備或管理之設備，垂直搭載提升機及大廈管理裝備（在公契中統稱「大廈管理裝置」）及有權進入平台、主天台、樓梯平台、工作平台及露台及/或天台或平台的矮牆的上空或部份上空，以進行檢修、清潔、加強、保養、維修、翻新、裝飾、改善及/或替換發展項目的任何部分外牆，及暫時性地停留在該上空一段必要時間作檢查、重建、維修、翻新、保養、清潔、塗漆或裝飾所有或任何公用地方及設施（如公契中所定義），惟行使該權利時業主享用其住宅單位應不受嚴重影響或受損或受其侵損。

(ii) No Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place any items in the utility platform, balcony, roof, flat roof or the parapet walls of the flat roof pertaining to his Residential Unit which in any way interferes with or affects or which is likely to interfere with or affect the operation of the building management unit(s) at any time in the course of the management and/or the maintenance of the Development.

業主不得作出或容許其租戶、佔用人、被許可人在屬於其住宅單位的工作平台、露台、天台、平台或屬於本物業的平台之矮牆作出任何行為、行動、事情、事項、或放置任何物品以干擾、影響或可能干擾或影響於管理及/或維修發展項目期間任何時候操作大廈管理裝置。

- (b) My/our enjoyment of the flat roof(s), main roof(s), flat roof(s) of staircase, utility platform(s) and balcony(ies) (if any) pertaining to the Property may be adversely affected during the operation of the building maintenance unit(s) in the course of the management and/or the maintenance of the Development by the Manager.
管理人在管理及/或維修發展項目期間操作大廈管理裝置時，可能對本人/吾等享用屬於本物業的平台，主天台，樓梯平台，工作平台及露台 (如有者)造成不利影響。
2. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.
本人 / 吾等確認及聲明本人 / 吾等同意購入物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。
3. 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

Acknowledgement Letter regarding False Ceiling
關於假天花的確認信

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

Vendor 賣方	HIGH GRADE VENTURES LIMITED			
Development 發展項目	EIGHT STAR STREET, No. 8, Star Street, Hong Kong 香港星街8號EIGHT STAR STREET			
Property 物業	Floor 樓層	20	Unit 單位	A
Purchaser 買方				
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼				
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

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

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

1. There may be ceiling bulkheads and/or sunken slabs in the Property for the air-conditioning system and/or mechanical and electrical services. The actual ceiling height of the Property may vary subject to as-built condition. For details, please refer to the approved building plans available for inspection free of charge at the sales office or make enquiries with the Vendor.
物業內可能有假天花及／或跌級樓板，內裝置冷氣喉管及／或其他機電設備。物業的實際天花高度可能有差異，以現樓狀況為準。詳情請參考於售樓處可供免費閱覽的經批核圖則或向賣方作出查詢。
2. There may be exposed pipes / ductings for air-conditioning system and/or mechanical and electrical services within the Property.
物業內可能有冷氣及／或機電設備之外露喉管／管道。

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

如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Declaration Regarding No Intermediary
關於並無中介人的聲明

Vendor 賣方	HIGH GRADE VENTURES LIMITED			
Development 發展項目	EIGHT STAR STREET, No. 8, Star Street, Hong Kong 香港星街8號EIGHT STAR STREET			
Property 物業	Floor 樓層	20	Unit 單位	A
Purchaser 買方				
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼				
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

The Purchaser hereby confirms and declares as follows:-
買方謹此確認及聲明如下：

1. The Vendor has not appointed any sales agent in relation to the sale of the Property;
賣方沒有就該物業的銷售委託任何銷售代理人；
2. No representation, agreement or undertaking (whether oral or written) has been made by the Vendor or Swire Properties Real Estate Agency Limited in relation to the Tender Document or any part thereof; and
賣方或太古地產物業代理有限公司沒有就招標文件或其任何部份作出任何陳述、協議或承諾（不論口頭或書面）；
及
3. The Vendor and their staff have not collected and will not collect directly or indirectly from the Purchaser any fees or commission in addition to the purchase price of the Property and administrative fees (if any) for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there is any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.
除樓價、更改買賣合約及提供資料、文件副本等手續費(如有)外，賣方及其職員並無亦不會直接或間接向買方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上述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。

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

Signed by the Purchaser(s) 買方簽署

贈品、財務優惠或利益的列表

List of gifts, financial advantage or benefits

第 I 部份

Part I

1. 視乎買方其要約表格所選擇的支付辦法，賣方將就購買該物業向買方提供以下該支付辦法相關的贈品、財務優惠或利益。

Depending on the payment plan selected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits of the payment plan will be made available by the Vendor to the Purchaser in connection with the purchase of the Property.

2. 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。

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.

3. 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。

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.

4. 根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠（如有）而有關還款能力之要求包括但不限於供款與入息比率之上將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。

According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the purchaser(s) in connection with the purchase of a residential property will be deducted from the purchase price when calculating the loan-to-value ratio by the bank; and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.

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

All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of a specified residential property in the Development are offered to first hand purchaser(s) as specified in the PASP only and shall not be transferable. The Vendor has absolute discretion in deciding whether a purchaser(s) is/are 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(s).

6. 如買方希望更改付款計劃或更改任何已選擇之折扣、贈品、財務優惠或利益而須更新成交記錄冊內的記錄，可於不早於簽署臨時合約後 30 日但不遲於付清樓價餘額之日或(如適用)買賣合約內訂明的發展項目的預計關鍵日期(以較早者為準)前 30 日向賣方提出申請，並須承擔有關律師費用及雜費(如有)。對前述更改之申請及申請條件的批准與否，視乎有關付款計劃、折扣、贈品、財務優惠或利益的有效性和賣方的最終決定。

If the purchaser(s) wish(es) to change the payment plan or change any of the selected discount(s), gift(s), financial advantage(s) or benefit(s) which requires update to the entry(ies) in the Register of Transactions, the purchaser(s) can apply to the Vendor for such change not earlier than 30 days after the date of signing of the PASP but not later than 30 days before the date of settlement of the balance of the purchase price or (if applicable) the estimated material date for the Development as specified in the agreement for sale and purchase (whichever is earlier). The approval or disapproval of the aforesaid application for change and the application conditions are subject to the availability of the relevant payment plan(s), discount(s), gift(s), financial advantage(s) or benefit(s) and the final decision of the Vendor.

第 II 部份

Part II

Butler Service Benefit

管家服務優惠

1. The Purchaser will be offered with a one-off housekeeping/butler service package rendered by a third-party service provider appointed by the Vendor. The package shall be (a) valid for a period of six (6) calendar months, with eight (8) hours of service per each calendar month (the "**Butler Service**"); and (b) valued at approximately HK\$10,000. The Butler Service (subject to change from time to time) may include:-
買方可享有由賣方指定的第三方服務提供商提供的一次性家務管理/管家服務組合。該組合(a)為期六(6)個日曆月，每個日曆月提供8小時服務(“**管家服務**”)；及(b)價值約10,000港元。管家服務(可能會不時更改)包括：
 - (a) Cleaning
清潔
 - (b) Housekeeping
家務管理
 - (c) Food preparation
準備食物
 - (d) Laundry management
洗衣管理
 - (e) Closet management services; and/or
衣櫥管理服務；及/或
 - (f) Grocery purchase
採購雜貨
2. The Vendor shall have absolute discretion to choose to pay a payment (“payment in lieu”) to the Purchaser in lieu of the Butler Service (whether on the ground that the Vendor is unable to procure the provision of Butler Service, or that the costs for provision of Butler Service have become unreasonably high, or otherwise) without giving any reason to the Purchaser. The amount of payment in lieu shall be calculated at a fair rate (to be determined by the Vendor in its absolute discretion) for each unutilised hour of the Butler Service and to be paid by the Vendor to the Purchaser upon or after completion of the sale and purchase of the residential property in such manner as may be determined by the Vendor in its absolute discretion.
賣方擁有絕對酌情權而無需提供任何理由給買方(無論是基於賣方無法促成提供管家服務，提供管家服務的成本變得不合理地高或任何其他理由)選擇以付款予買方形式代替提供管家服務(“**代替付款**”)。賣方擁有絕對酌情權於住宅物業買賣成交時或以後以任何形式支付代替付款而代替付款之金額應按每個未使用小時以公平比率(賣方就此有絕對酌情決定權)計算。
3. The Vendor gives no warranty as to (a) the specific contents of Butler Service; and (b) level of service, concerning the Butler Service. The Vendor shall not be responsible or liable for the provision of the Butler Service or for the acts or omission of the third party service provider.
賣方不保證(a)管家服務的具體內容;(b)有關管家服務的服務水平。賣方就管家服務或第三方服務提供商的作為或不作為概不負責。
4. Purchasers' entitlement to this benefit may change from time to time and Purchasers may not be separately notified of any such change. In the event of any dispute concerning the Purchaser's general entitlement mentioned herein, the Vendor shall have the sole and absolute right of determination.
買方享有此權益的權利可能會不時發生變化，任何此類變更都不會另行通知買方。如有任何與本文所述的買方的一般權利有關的爭議，賣方應具有唯一的絕對決定權。
5. For the scope, terms and conditions of the Butler Service, please make enquiry with Jonathan Lam or Angues Chan of the third party service provider (email address: info@butlerasia.com).
有關管家服務的範圍，條款和條件，請諮詢第三方服務提供商之林先生或陳先生(電郵地址: info@butlerasia.com)。
6. This benefit is subject to other terms and conditions.
此優惠受其他條款及細則約束。

Smart Wardrobe Service Benefit

管家服務優惠

1. The Purchaser will be offered with one smart wardrobe package rendered by a third-party service provider appointed by the Vendor (the "**Smart Wardrobe Service**"). The Smart Wardrobe Service (subject to change from time to time) shall be valued at approximately HK\$8,000 and include :-
買方可享有由賣方指定的第三方服務提供商提供的一個智能衣櫃服務組合（“**智能衣櫃服務**”）。智能衣櫃服務價值約 8,000 港元，該服務（可能會不時更改）包括：
 - (a) Storage and inspection of garment(s)
衣物寄存及檢查
 - (b) Photography and cataloguing of garment(s)
衣物存檔及分類
 - (c) Regular scheduled collection(s)/delivery(ies)
定期收取/送遞服務
2. The Vendor shall have absolute discretion to choose to pay a payment ("**payment in lieu**") to the Purchaser in lieu of the Smart Wardrobe Service (whether on the ground that the Vendor is unable to procure the provision of Smart Wardrobe Service, or that the costs for provision of Smart Wardrobe Service have become unreasonably high, or otherwise) without giving any reason to the Purchaser. The amount of payment in lieu (to be determined by the Vendor in its absolute discretion) shall be paid by the Vendor to the Purchaser upon or after completion of the sale and purchase of the residential property in such manner as may be determined by the Vendor in its absolute discretion.
賣方擁有絕對酌情權而無需提供任何理由給買方（無論是基於賣方無法促成提供智能衣櫃服務，提供智能衣櫃服務的成本變得不合理地高或任何其他理由）選擇以付款予買方形式代替提供智能衣櫃服務（“**代替付款**”）。賣方擁有絕對酌情權於住宅物業買賣成交時或以後以任何形式支付代替付款（賣方就此有絕對酌情決定權）。
3. The Vendor gives no warranty as to (a) the specific contents of Smart Wardrobe Service; and (b) level of service, concerning the Smart Wardrobe Service. The Vendor shall not be responsible or liable for the provision of the Smart Wardrobe Service or for the acts or omission of the third party service provider.
賣方不保證(a) 智能衣櫃服務的具體內容;及(b)有關智能衣櫃服務的服務水平。賣方就智能衣櫃服務或第三方服務提供商的作為或不作為概不負責。
4. Purchasers' entitlement to this benefit may change from time to time and Purchasers may not be separately notified of any such change. In the event of any dispute concerning the Purchaser's general entitlement mentioned herein, the Vendor shall have the sole and absolute right of determination.
買方享有此權益的權利可能會不時發生變化，任何此類變更都不會另行通知買方。如有任何與本文所述的買方的一般權利有關的爭議，賣方應具有唯一的絕對決定權。
5. For the scope, terms and conditions of the Smart Wardrobe Service, please make enquiry with Katherine Tong of the third party service provider (email address: eightstarstreet@getpakt.com).
有關智能衣櫃服務的範圍，條款和條件，請諮詢第三方服務提供商之唐小姐（電郵地址：eightstarstreet@getpakt.com）。
6. This benefit is subject to other terms and conditions.
此優惠受其他條款及細則約束。

MAYER | BROWN
孖士打
EIGHT STAR STREET

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: 2843 2211 傳真: 2845 9121

MAYER BROWN
18th Floor, Prince's Building,
10 Chater Road, Central, Hong Kong.
(MTR Central Station Exit K)
Tel: 2843 2211 Fax: 2845 9121

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 Preliminary Agreement for Sale and Purchase.

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

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

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

1. The original **Preliminary Agreement for Sale and Purchase**
正本臨時買賣合約
2. **Hong Kong Identity Card(s)** OR other identification document (if applicable) and **Original Address Proof** (e.g. utility bill or bank statement within the last 3 months) of the Purchaser(s)
買家香港身份證或其他身份證明文件(如適用)及**住址證明正本**(例如最近三個月之水電費單或銀行月結單)
3. **CASHIER ORDER(S)** in favour of "**MAYER BROWN**" for part payment of purchase price(if applicable)
銀行本票抬頭請寫「**孖士打律師行**」，以支付部份樓價(如適用)
4. Cheque in favour of "**MAYER BROWN**" for payment of Agreement plan fee, miscellaneous charges (see table below for details) and advance payment (see "Note/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(請參閱備註/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 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 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。

備註：孖士打律師行的英文名稱於 2018 年 9 月 1 日改為「Mayer Brown」，中文名稱不變。抬頭為「Mayer Brown JSM」的銀行本票或支票可能不獲銀行接納，敬請留意。

Remark: The English name of Mayer Brown JSM is changed to “Mayer Brown” with effect from 1 September 2018, while the Chinese name remains unchanged. Please note cashier order or cheque made payable to “Mayer Brown JSM” may not be accepted by banks.

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.	<p>Formal Agreement for Sale and Purchase 正式買賣合約</p> <p>Note 1 <u>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"</u></p> <p>備註 1 <u>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」</u></p>	<p>[see Note (a)] [見備忘錄(a)]</p>	<ol style="list-style-type: none"> Land search fees and miscellaneous charges: \$500.00 土地註冊處查冊費及其他雜費: \$500.00 Cost on account: \$3,000.00 預付律師費: \$3,000.00 [See Note (a)(ii) 見備忘錄(a)(ii)] #Registration fee: \$210.00 #登記費: \$210.00 Part of certified copy charges of title deeds: \$15,000.00 部份業權契據認證副本費用: \$15,000.00 Company search fees (applicable to Corporate Purchaser only): \$300.00 公司查冊費 (只適用於公司買家): \$300.00 Plan fee for Agreement (subject to the final confirmation by the architect) 買賣合約圖則費 (以則師最後收費為準) (Please see Plan Fees schedule) (請參閱圖則費目錄表) 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) 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

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II.	<p>First Equitable Mortgage (including First Legal Mortgage to be signed on completion) and/or First Legal Mortgage 第一樓花按揭契(包括入伙時所簽的正式按揭契)及/或第一正式按揭契</p> <p>Loan Amount: 貸款額</p> <p>(i) not exceeding \$ 5,000,000.00 不超過\$5,000,000.00</p> <p>(ii) between \$ 5,000,001.00 and \$7,500,000.00 \$5,000,001.00 至\$7,500,000.00 之間</p> <p>(iii) between \$7,500,001.00 and \$10,000,000.00 \$7,500,001.00 至 \$10,000,000.00 之間</p> <p>(iv) over \$10,000,000.00 超過\$10,000,000.00</p>	<p>[see Note (b) & (c)] [見備忘錄 (b)及 (c)]</p> <p>\$ 5,000.00</p> <p>\$ 7,000.00</p> <p>\$ 8,500.00</p> <p>0.1% of Loan Amount</p>	<table><tr><td>1.</td><td>Land search fees and miscellaneous charges: 土地註冊處查冊費及其他雜費:</td><td>\$500.00* \$500.00*</td></tr><tr><td>2.</td><td>#Registration fee: #登記費:</td><td>\$450.00* \$450.00*</td></tr><tr><td>3.</td><td>#Adjudication fee for First Equitable Mortgage/First Mortgage (if applicable): 第一樓花按揭契及/或第一正式按揭契 裁定費(若適用):</td><td>\$50.00* \$50.00*</td></tr><tr><td>4.</td><td>#Filing fee at Companies Registry (applicable to Corporate Purchaser only): #公司註冊處按揭登記費 (只適用於公司買家):</td><td>\$340.00* \$340.00*</td></tr><tr><td>5.</td><td>#Bankruptcy/winding up search fees: #個人破產/公司清盤查冊費:</td><td>\$98.00 (each)* \$98.00 (每人/每間公司)*</td></tr><tr><td>6.</td><td>Company search fees (applicable to Corporate Purchaser only): 公司查冊費(只適用於公司買家):</td><td>\$200.00* \$200.00*</td></tr></table>	1.	Land search fees and miscellaneous charges: 土地註冊處查冊費及其他雜費:	\$500.00* \$500.00*	2.	#Registration fee: #登記費:	\$450.00* \$450.00*	3.	#Adjudication fee for First Equitable Mortgage/First Mortgage (if applicable): 第一樓花按揭契及/或第一正式按揭契 裁定費(若適用):	\$50.00* \$50.00*	4.	#Filing fee at Companies Registry (applicable to Corporate Purchaser only): #公司註冊處按揭登記費 (只適用於公司買家):	\$340.00* \$340.00*	5.	#Bankruptcy/winding up search fees: #個人破產/公司清盤查冊費:	\$98.00 (each)* \$98.00 (每人/每間公司)*	6.	Company search fees (applicable to Corporate Purchaser only): 公司查冊費(只適用於公司買家):	\$200.00* \$200.00*
1.	Land search fees and miscellaneous charges: 土地註冊處查冊費及其他雜費:	\$500.00* \$500.00*																			
2.	#Registration fee: #登記費:	\$450.00* \$450.00*																			
3.	#Adjudication fee for First Equitable Mortgage/First Mortgage (if applicable): 第一樓花按揭契及/或第一正式按揭契 裁定費(若適用):	\$50.00* \$50.00*																			
4.	#Filing fee at Companies Registry (applicable to Corporate Purchaser only): #公司註冊處按揭登記費 (只適用於公司買家):	\$340.00* \$340.00*																			
5.	#Bankruptcy/winding up search fees: #個人破產/公司清盤查冊費:	\$98.00 (each)* \$98.00 (每人/每間公司)*																			
6.	Company search fees (applicable to Corporate Purchaser only): 公司查冊費(只適用於公司買家):	\$200.00* \$200.00*																			

III.	Assignment 樓契	[see Note (a)] [見備忘錄 (a)]	1. Land search fees and miscellaneous charges: \$500.00 土地註冊處查冊費及其他雜費: \$500.00
			2. #Registration fee: \$450.00 #登記費: \$450.00
			3. Plan fee for Assignment (subject to the final confirmation by the architect) 樓契圖則費 (以則師最後收費為準) Please see Plan Fees Schedule (請參閱圖則費目錄表)
			4. Certified copies charges for remaining title deeds and documents : (to be advised before completion) 剩餘 業權契據認證副本: (入伙時通知)
			5. 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: (入伙時通知)
			6. Stamp Duty: \$100.00 印花稅: \$100.00
			7. Levy to Property Management Services Authority: \$350.00 物業管理業監管局徵款: \$350.00
			8. Company search fees (applicable to Corporate Purchaser only): \$300.00 公司查冊費(只適用於公司買家): \$300.00
			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

* The above fees and disbursements will be paid upon execution of Equitable Mortgage/ Mortgage/ Legal Charge respectively.

* 以上所有雜費於簽署樓花按揭/現樓按揭時各要支付一次。

The above registration fee, filing fee and adjudication fee will be subject to the final confirmation by the Government.

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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:

(a) (i) Joint Legal Representation

If the Purchaser is the 1st purchaser buying unit from the Vendor and the Purchaser also instructs the Vendor'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

如買方為直接由賣方購買有關單位之一手買方及買方同時委託賣方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 Equitable Mortgage / Legal Mortgage after signing of the formal Agreement for Sale and Purchase, the Purchaser shall forthwith pay the Vendor'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/或樓花按揭契/按揭契，則買方須立即向賣方代表律師支付港幣\$3,000，作為賣方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 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 Equitable Mortgage/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接人(而並不代表買方，借款人或擔保人)處理樓花按揭契/按揭契及擔保書。

Other Charges (If applicable)

其他費用(若適用)

1.	(a) Guarantee for 1 st Equitable Mortgage /1 st Mortgage 第一樓花按揭/第一按揭擔保書	\$3,000.00 each 每份 \$3,000.00
	(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	\$3,000.00 for each Company 每間公司每套\$3,000.00
3.	Supplemental Agreement 補充合約	\$3,000.00 each (exclusive of disbursements) 每份\$3,000.00 (不包括雜項費用)
4.	Power of Attorney 授權書	\$4,000.00 each (exclusive of disbursements) 每份\$4,000.00 (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 (Remarks: Legal fees, charges and out-of-pocket expenses payable to foreign lawyers are <u>NOT</u> included) (適用於海外公司買家): (a) 安排海外律師法律意見之費用	\$10,000.00 \$5,000.00

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	(b) 安排海外律師更新法律意見或確認法律意見之費用 (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。	

Plan fee Schedule

Plan Fee for Agreement plan (per set) and Assignment plan (per set)

買賣合約圖則費(每套)及樓契圖則費(每套)

1 Bedroom and 2 Bedroom Units: Unit A, Unit B, Unit C of 2nd, 3rd, 5th Floors; Unit A, Unit B of 6th, 7th to 9th, 11th to 17th Floors
\$1,750 per unit

一房及兩房單位: 2 樓, 3 樓, 5 樓之 A 單位、B 單位及 C 單位； 6 樓, 7 至 9 樓, 11 至 17 樓之 A 單位及 B 單位
每個單位\$1,750 港幣

3 Bedroom Units: Unit A of 10th, 18th to 22nd Floors

\$2,600 per unit

三房單位: 10 樓, 18 樓至 22 樓之 A 單位
每個單位\$2,600 港幣

Duplex Units: Unit A, Unit B of 23rd to 25th Floors

\$3,300 per unit

複式單位: 23 樓至 25 樓之 A 單位及 B 單位
每個單位\$3,300 港幣

Note on Stamp Duty (印花稅須知)

Special Stamp Duty 「額外印花稅」

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

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

Buyer's Stamp Duty 「買家印花稅」

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

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

Ad valorem stamp duty 「從價印花稅」

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

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

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

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

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

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

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

15% of the consideration
樓價的 15%

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

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

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

Consideration 樓價	Ad Valorem Stamp Duty Payable 從價印花稅
(a) Up to \$2,000,000	1.50%
(b) \$2,000,001 to \$2,176,470	\$30,000 + 20% of the excess over \$2,000,000
(c) \$2,176,471 to \$3,000,000	3.00%
(d) \$3,000,001 to \$3,290,330	\$90,000 + 20% of the excess over \$3,000,000
(e) \$3,290,331 to \$4,000,000	4.50%
(f) \$4,000,001 to \$4,428,580	\$180,000 + 20% of the excess over \$4,000,000
(g) \$4,428,581 to \$6,000,000	6.00%
(h) \$6,000,001 to \$6,720,000	\$360,000 + 20% of the excess over \$6,000,000
(i) \$6,720,001 to \$20,000,000	7.50%
(j) \$20,000,001 to \$21,739,130	\$1,500,000 + 20% of the excess over \$20,000,000
(k) \$21,739,131 and above	8.50%

Calculation of Ad Valorem Stamp Duty at Government's New Rate
從價印花稅(新稅率)計算方法如下

15% of the consideration
樓價的 15%

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Enquiry 查詢

Purchaser 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 about signing the formal Agreement for Sale and Purchase.

如有，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。

Flat Floor	A	B	C
23/F & 25/F	Mr. Mok 莫先生 ☎2843 4485	Ms. Lam 林小姐 ☎2843 2270	---
22/F	Mr. Law 羅先生 ☎2843 4573	---	---
21/F	Mr. Wong 黃先生 ☎2843 2220	---	---
20/F	Ms. Ng 伍小姐 ☎2843 4262	---	---
19/F	Mr. Chan 陳先生 ☎2843 2490	---	---
18/F	Ms. Chan 陳小姐 ☎2843 4476	---	---
17/F	Mr. Law 羅先生 ☎2843 4573	Mr. Law 羅先生 ☎2843 4573	---
16/F	Mr. Wong 黃先生 ☎2843 2220	Mr. Wong 黃先生 ☎2843 2220	---
15/F	Ms. Ng 伍小姐 ☎2843 4262	Ms. Ng 伍小姐 ☎2843 4262	---
13/F	Ms. Chan 陳小姐 ☎2843 4476	Ms. Chan 陳小姐 ☎2843 4476	---
12/F	Mr. Chan 陳先生 ☎2843 2490	Mr. Chan 陳先生 ☎2843 2490	---
11/F	Mr. Chak 翟先生 ☎2843 4266	Mr. Chak 翟先生 ☎2843 4266	---
10/F	Ms. Wong 黃小姐 ☎2843 2275	---	---
9/F	Ms. Wong 黃小姐 ☎2843 2275	Ms. Wong 黃小姐 ☎2843 2275	---
8/F	Ms. Chung 鍾小姐 ☎2843 2299	Ms. Chung 鍾小姐 ☎2843 2299	---
7/F	Ms. Wu 胡小姐 ☎2843 4491	Ms. Wu 胡小姐 ☎2843 4491	---
6/F	Ms. Lam 林小姐 ☎2843 2270	Ms. Lam 林小姐 ☎2843 2270	---
5/F	Ms. Tsui 徐小姐 ☎2843 4232	Ms. Tsui 徐小姐 ☎2843 4232	Ms. Tsui 徐小姐 ☎2843 4232
3/F	Ms. Ng 伍小姐 ☎2843 2243	Ms. Ng 伍小姐 ☎2843 2243	Ms. Ng 伍小姐 ☎2843 2243
2/F	Mr. Chak 翟先生 ☎2843 4266	Ms. Chung 鍾小姐 ☎2843 2299	Ms. Wu 胡小姐 ☎2843 4491

Keep Money Laundering Away

from Hong Kong Lawyers and Public to Play Key Roles

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

For Individuals

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

For Corporations

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

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

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

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

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

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

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

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

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

Frequently Asked Questions

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

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

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

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

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

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

What is meant by suspicious transaction?

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

- A secretive entity
- Unusual instructions
- Unusual settlement requests

What if I do not want to disclose my information?

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

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

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

A secretive entity

Unusual instructions

Unusual settlement requests

律師與市民齊參與 打擊清洗黑錢活動

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

個別人士

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

公司

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

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

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

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

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

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

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

常見問題

香港律師會為何要求律師向客戶索取有關身份證明及核實資料？

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

除身份證明文件外，律師還會進一步索取其他資料嗎？

律師將根據交易性質進行查證工作，例如辦理樓宇買賣時，律師可能提出以下問題：

- 交易目的為何？

- 如將來的物業持有人並非客戶本人，雙方的關係是什麼？

- 資金的來源是什麼？

如果是較複雜或金額不尋常的交易，客戶可能需要提供進一步資料。

何謂「可疑交易」？

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

- 身份不明
- 不尋常的指示
- 不尋常的結算要求

我可否拒絕提供資料？

假如客戶未能提供所需資料，律師可能會拒絕或停止為該客戶服務。

律師將如何處理我所提供的資料？資料會否保密？會否轉交第三者？

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

身份不明 ☒

不尋常的指示 ☐

不尋常的結算要求 ☐



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