

Tender Document No. 6

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of the following property

UNIT 22A 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unless previously withdrawn or sold)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 18th 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 9:00 a.m. to 5:00 p.m. on Mondays to Fridays (except Public Holidays) during the Tender Period (save that on 2 nd May 2023, from 9:00 a.m. to 12:00 noon);
"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 18 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) Privacy Policy
- (2) Warning to Purchasers
- (3) Vendor's Information Form
- (4) Acknowledgement Letter Regarding Stamp Duty
- (5) Acknowledgement Letter Regarding Operation of Gondola
- (6) Acknowledgement Letter Regarding False Ceiling
- (7) Acknowledgement Letter Regarding Chattels
- All the above and either (8) or (9)
- (8) Declaration Regarding No Intermediary
- (9) Declaration Regarding 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 12:00 noon 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.

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. Hui)).
- 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.:	7
Tender commencement date and time:	9:00 a.m. on 20 th March 2023
Tender closing date and time:	12:00 noon on 2 nd May 2023
Acceptance Period:	From 2 nd May 2023 to 16 th May 2023
Property for Tender:	<u>The following unit:-</u> 22A
Note: All tenders must be submitted <u>during Office Hours</u> to the tender box labelled "EIGHT STAR STREET Tender Box" placed at 18th Floor, One Island East, Taikoo Place, 18 Westlands Road, Quarry Bay, Hong Kong in a plain envelope and clearly marked "EIGHT STAR STREET".	

[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. This Preliminary Agreement is a binding agreement. The Vendor shall sell and the Purchaser shall purchase the Property at the Purchase Price and on the terms set out in this Preliminary Agreement.
15. It is hereby agreed and declared that this Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.
16. 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.

17.
 - (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").
18. All stamp duty (including without limitation any ad valorem stamp duty, special stamp duty, buyer's stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong)) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.
19. All 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.
20. 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.
21. The Vendor shall sell and the Purchaser shall purchase the Property on an "as-is" basis and in the physical state and condition as it stands. Vacant possession of the Property shall be delivered by the Vendor to the Purchaser on completion. On completion of the sale and purchase, the Purchaser shall accept an assignment of the Property subject to and with the benefit of the DMC.
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 22nd Floor of EIGHT STAR STREET, No. 8, Star Street, Hong Kong
香港星街 8 號 EIGHT STAR STREET 22 樓 A 室

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

(b) 其他量度尺寸為— other measurements are—

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

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

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

2 Bedroom Units: Unit A of 22nd Floor

兩房單位: 22樓A單位

Internal Wall 內牆	–	Emulsion paint, wallpaper and wood battern. 乳膠漆、牆紙及木條。
Flooring 地板	–	Engineered wood and porcelain tile (if applicable) for living and dining room and bedrooms. 客飯廳及睡房地板為複合木及瓷磚 (如適用)。
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。牆身鋪砌天然石或瓷磚；石膏板假天花；地板為天然石或瓷磚。
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	–	(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. (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
22	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 8.

Payment Plan

90-day 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.
- 90% of the purchase price (balance of the purchase price) shall be paid within 90 days after the date of the Letter of Acceptance.

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) ☐ Privacy Policy (undated)
 - (2) ☐ Warning to Purchasers (undated)
 - (3) ☐ Vendor's Information Form (undated)
 - (4) ☐ Acknowledgement Letter Regarding Stamp Duty (undated)
 - (5) ☐ Acknowledgement Letter Regarding Operation of Gondola (undated)
 - (6) ☐ Acknowledgement Letter Regarding False Ceiling (undated)
 - (7) ☐ Acknowledgement Letter Regarding Chattels

All the above and either (8) or (9)

 - (8) ☐ Declaration Regarding No Intermediary (undated)
 - (9) ☐ Declaration Regarding 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 Privacy Policy ("**Privacy Policy**") 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 Privacy Policy and do not wish to receive relevant marketing communication (including details of offers and promotions of the Swire Properties Group).

- ☐ I consent to the Privacy Policy, and the following*:
- ☐ Management of my Sensitive Personal Information and that of minors under my guardianship *;
- ☐ Provision of my Personal Information to recipients such as appointed processors and partners outside the place of my primary residence *; and
*Mandatory field for above
- ☐ Use of my Personal Information to provide me with direct marketing materials.

(Please tick as appropriate)

Section 9 – Viewing of the Property (^Please tick either one)

- ^ ☐ The Vendor has made the Property available for viewing by me/us and I/we have viewed the Property.
- ^ ☐ I/We understand that I/we have the right to view the Property before submission of the tender and the Vendor has made the Property available for viewing by me/us, however, I/we have decided not to do so.

Section 10 – 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 1]

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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.

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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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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
22	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 8.

Payment Plan

90-day Payment Plan

Terms of Payment

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- A further deposit equivalent to 5% of the Purchase Price shall be paid upon signing of the Agreement.
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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) ☐ Privacy Policy (undated)
 - (2) ☐ Warning to Purchasers (undated)
 - (3) ☐ Vendor's Information Form (undated)
 - (4) ☐ Acknowledgement Letter Regarding Stamp Duty (undated)
 - (5) ☐ Acknowledgement Letter Regarding Operation of Gondola (undated)
 - (6) ☐ Acknowledgement Letter Regarding False Ceiling (undated)
 - (7) ☐ Acknowledgement Letter Regarding Chattels

All the above and either (8) or (9)

 - (8) ☐ Declaration Regarding No Intermediary (undated)
 - (9) ☐ Declaration Regarding 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.
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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 Privacy Policy ("**Privacy Policy**") 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 Privacy Policy and do not wish to receive relevant marketing communication (including details of offers and promotions of the Swire Properties Group).

- ☐ I consent to the Privacy Policy, and the following*:
- ☐ Management of my Sensitive Personal Information and that of minors under my guardianship *;
- ☐ Provision of my Personal Information to recipients such as appointed processors and partners outside the place of my primary residence *; and
*Mandatory field for above
- ☐ Use of my Personal Information to provide me with direct marketing materials.

(Please tick as appropriate)

Section 9 – Viewing of the Property (^Please tick either one)

- ^ ☐ The Vendor has made the Property available for viewing by me/us and I/we have viewed the Property.
- ^ ☐ I/We understand that I/we have the right to view the Property before submission of the tender and the Vendor has made the Property available for viewing by me/us, however, I/we have decided not to do so.

Section 10 – 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 2]

[End of the Tender Document]

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招標文件第 6 號

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 22A 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 18 樓擺放的標示為「**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五(公眾假期除外)上午 9 時正至下午 5 時正(除 2023 年 5 月 31 日，由上午 9 時正至中午 12 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 18 樓；
「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」	指要約表格的附中剔選的物業；
「投標者」	指要約表格的附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) 隱私政策
- (2) 對買方的警告
- (3) 賣方資料表格

- (4) 關於印花稅的確認書
- (5) 關於吊船操作的確認書
- (6) 關於假天花的確認書
- (7) 關於實產的確認書

以上全部及(8) 或 (9)

- (8) 關於並無中介人的聲明
- (9) 關於中介人的聲明

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中午 12 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。
 - (iii) 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。
 - (iv) 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。
 - (v) 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。

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 (許小姐))。
- 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 7 號
招標開始日期及時間：	2023 年 3 月 20 日 上午 9 時正
招標截止日期及時間：	2023 年 5 月 2 日 中午 12 時正
承約期間：	由 2023 年 5 月 2 日 至 2023 年 5 月 16 日
該招標物業：	<u>以下單位：</u> - 22A
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 18 樓擺放的標示為「EIGHT STAR STREET 投標箱」的投標箱內。	

[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. 此臨時合約是有約束力的合約，賣方必須按此臨時合約列出之條款出售本物業，買方亦必須按該等條款購買本物業。
15. 現同意並聲明本臨時合約只適用於買方個人，買方無權要求賣方與其他人士簽署正式買賣合約，亦無權將本臨時合約權益轉讓給第三者。
16. 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。

17. (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。
- (vi) 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。
- (vii) I 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。
- (viii) 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。
18. 有關本臨時合約及/或正式合約及/或轉讓契之所有印花稅(包括但不限於根據香港法例第 117 章《印花稅條例》可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)，一概由買方負責支付。
- 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
19. 付。
- 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
20. 消。
- 本物業是以「現狀」及實質狀況出售。成交時賣方須將本物業交吉予買方。買方同意於成交時簽署一份受本物業大廈公契規限之轉讓
21. 契。
- 買方如有更改通訊地址或聯絡電話，須以書面通知賣
22. 方。
- 本物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物
23. 業。
- 本臨時合約所規定之時間或時限乃合約要素，必須嚴謹遵
24. 守。
- 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
25. 蓋。
- 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
26. 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 “(” 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 22nd Floor of EIGHT STAR STREET, No. 8, Star Street, Hong Kong
香港星街 8 號 EIGHT STAR STREET 22 樓 A 室

(a) 本物業的實用面積為 the saleable area of the Property is	<u>84.791</u>	平方米/ square metres/	<u>913</u>	平方呎，其中— square feet of which—
	<u>2.979</u>	平方米/ square metres/	<u>32</u>	平方呎為露台的樓面面積； square feet is the floor area of the balcony;
	<u>1.500</u>	平方米/ square metres/	<u>16</u>	平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform;
	<u>xxx</u>	平方米/ square metres/	<u>xxx</u>	平方呎為陽台的樓面面積； square feet is the floor area of the verandah; and
(b) 其他量度尺寸為— other measurements are—				
*空調機房的面積為 the area of the air-conditioning plant room	<u>xxx</u>	平方米/ square metres/	<u>xxx</u>	平方呎； square feet;
*窗台的面積為 the area of the bay window is	<u>xxx</u>	平方米/ square metres/	<u>xxx</u>	平方呎； square feet;
*閣樓的面積為 the area of the cockloft is	<u>xxx</u>	平方米/ square metres/	<u>xxx</u>	平方呎； square feet;
*平台的面積為 the area of the flat roof is	<u>xxx</u>	平方米/ square metres/	<u>xxx</u>	平方呎； square feet;
*花園的面積為 the area of the garden is	<u>xxx</u>	平方米/ square metres/	<u>xxx</u>	平方呎； square feet;
*停車位的面積為 the area of the parking space is	<u>xxx</u>	平方米/ square metres/	<u>xxx</u>	平方呎； square feet;
*天台的面積為 the area of the roof is	<u>xxx</u>	平方米/ square metres/	<u>xxx</u>	平方呎； square feet;
*梯屋的面積為 the area of the stairhood is	<u>xxx</u>	平方米/ square metres/	<u>xxx</u>	平方呎； square feet;
*前庭的面積為 the area of the terrace is	<u>xxx</u>	平方米/ square metres/	<u>xxx</u>	平方呎； square feet;
*庭院的面積為 the area of the yard is	<u>xxx</u>	平方米/ square metres/	<u>xxx</u>	平方呎。 square feet.

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

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

2 Bedroom Units: Unit A of 22nd Floor

兩房單位：22樓A單位

Internal Wall 內牆	– Emulsion paint, wallpaper and wood batten. 乳膠漆、牆紙及木條。
Flooring 地板	– Engineered wood and porcelain tile (if applicable) for living and dining room and bedrooms. 客飯廳及睡房地板為複合木及瓷磚 (如適用)。
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。牆身鋪砌天然石或瓷磚；石膏板假天花；地板為天然石或瓷磚。
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	– (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. (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
22	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 8。

付款計劃

90 天付款計劃

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。
- 樓價 90%（樓價餘款）於接納書的日期後 90 日內繳付。

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) ☐ 隱私政策(未有填上日期)
 - (2) ☐ 對買方的警告(未有填上日期)
 - (3) ☐ 賣方資料表格(未有填上日期)
 - (4) ☐ 關於印花稅的確認書(未有填上日期)
 - (5) ☐ 關於吊船操作的確認書(未有填上日期)
 - (6) ☐ 關於假天花的確認書(未有填上日期)
 - (7) ☐ 關於實產的確認書(未有填上日期)

以上全部及(8) 或 (9)

- (8) ☐ 關於並無中介人的聲明(未有填上日期)
- (9) ☐ 關於中介人的聲明(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」)的隱私政策，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／我們的個人資料作隱私政策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)。

☐ 我同意隱私政策及以下事項*：

☐ 管理我及我監護下未成年人的敏感個人資料*；

☐ 向位於我的通常居住地以外的接收方(如個人資料處理受託人及合作夥伴)提供我的個人資料*；及

*以上必須同意

☐ 及使用我的個人資料向我提供直銷材料。
(如適用請剔)

第9節 – 參觀該物業(請剔其中一項)

☐ 賣方已開放該物業以供本人／我們參觀，而本人／我們亦已參觀該物業。

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

第10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1完]

[空白頁]

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
22	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 8。

付款計劃

90 天付款計劃

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。
- 樓價 90%（樓價餘款）於接納書的日期後 90 日內繳付。

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) ☐ 隱私政策(未有填上日期)
 - (2) ☐ 對買方的警告(未有填上日期)
 - (3) ☐ 賣方資料表格(未有填上日期)
 - (4) ☐ 關於印花稅的確認書(未有填上日期)
 - (5) ☐ 關於吊船操作的確認書(未有填上日期)
 - (6) ☐ 關於假天花的確認書(未有填上日期)
 - (7) ☐ 關於實產的確認書(未有填上日期)

以上全部及(8) 或 (9)

- (8) ☐ 關於並無中介人的聲明(未有填上日期)
- (9) ☐ 關於中介人的聲明(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」)的隱私政策，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／我們的個人資料作隱私政策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)。

☐ 我同意隱私政策及以下事項*：

☐ 管理我及我監護下未成年人的敏感個人資料*；

☐ 向位於我的通常居住地以外的接收方(如個人資料處理受託人及合作夥伴)提供我的個人資料*；及

*以上必須同意

☐ 及使用我的個人資料向我提供直銷材料。
(如適用請剔)

第9節 – 參觀該物業(請剔其中一項)

☐ 賣方已開放該物業以供本人／我們參觀，而本人／我們亦已參觀該物業。

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

第10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2完]
[招標文件完]

[空白頁]

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. 隱私政策 #
Privacy Policy #
2. 對買方的警告 #
Warning to Purchasers #
3. 賣方資料表格 #
Vendor's Information Form #
4. 關於印花稅的確認書 #
Acknowledgement Letter Regarding Stamp Duty #
5. 關於吊船操作的確認書 #
Acknowledgement Letter Regarding Operation of Gondola #
6. 關於假天花的確認書 #
Acknowledgement Letter Regarding False Ceiling #
7. 關於實產的確認書
Acknowledgement Letter regarding Chattels
8. 關於並無中介人的聲明 #
Declaration Regarding No Intermediary #
9. 關於中介人的聲明 #
Declaration Regarding Intermediary #
10. 贈品、財務優惠或利益的列表
List of gifts, financial advantage or benefits
11. 律師收費表
Legal fees
12. 嚴禁清洗黑錢宣傳單張
"Keep Money Laundering Away from Hong Kong" Leaflet

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SWIRE PROPERTIES LIMITED

(Last updated: 3 January 2022)

Privacy Policy

GENERAL TERMS

This Privacy Policy (“**Privacy Policy**”) sets out how Swire Properties Limited and its subsidiaries (collectively, “**SPROPS**” , “**we**” , “**our**” or “**us**”) collect, use, store and handle Personal Data (as defined below), except that we may have other specific privacy policies for specific situations (in which case such specific privacy policies will apply).

If you stay within Chinese Mainland, our collection, storage, use, processing, transfer, provision, disclosure, erasure or otherwise handling of your Personal Data will be governed in accordance with this Privacy Policy as supplemented by its “Chinese Mainland Appendix” .

For the avoidance of doubt, this Privacy Policy does not apply to Swire Properties (China) Investment Co. Ltd (太古地产 (中国) 投资有限公司) and its affiliates located in the Chinese Mainland¹, which have their own privacy policies.

1. Commitment to Personal Data Protection

We are committed to protecting the privacy of the personal data (“**Personal Data**”) we hold. To ensure that you can make informed decisions and feel confident about providing your Personal Data to us, we outline in this Privacy Policy our practices and the choices you have concerning the collection and use of your Personal Data.

2. The Personal Data We Collect

2.1. The types of Personal Data we collect from you will depend on the specific type of services and products as requested by, or provided to, you. The types of Personal Data may include (without limitation) the following:

- (a) your personal information (e.g. your name, gender, date of birth, passport or other personally identifiable number);
- (b) your contact information (e.g. telephone numbers, mailing addresses, email addresses and fax numbers);
- (c) your business information (e.g. company name, business title and associated contact information);
- (d) your credit or debit or other charge cards information (e.g. name of cardholder, card number, billing address, security code and expiry date);
- (e) your travel details (e.g. flight information, travel companions’ Personal Data and information related to traveller’ s special needs or preferences);
- (f) your interests, personal preferences or comments;
- (g) your comments and responses to market surveys, contests and promotional offers conducted by us or on our behalf; and/or
- (h) information when you use our websites or other services or products (e.g. behavioural information, purchasing history, location information, browser details, IP addresses).

2.2. Certain Personal Data (e.g. relating to your personal information and contact information) are required for specific services and if you fail to supply such Personal Data as requested from each specific service, we may not be able to deliver you the services or products. By providing your Personal Data to us, you acknowledge that such provision is fair and reasonable in the circumstances.

3. Purposes for which your Personal Data are Collected and Used

3.1. The purposes for which your Personal Data are collected and used may include (without limitation) one or more of the following purposes:

- (a) for the supply of any services, products, facilities and/or other subjects (together, the “**Services**”) which we or any of our subsidiaries, holding companies, joint ventures and associated companies (together, “**Swire Properties Group**”) may offer to you, or you may require from us, from time to time;

¹ These affiliates include the following (in Chinese): 北京颐堤港 (一期、二期), 北京三里屯太古里, 上海兴业太古汇, 上海前滩太古里, 成都远洋太古里, and 广州太古汇.

- (b) for payment purposes for any of the Services of Swire Properties Group, including verification of credit card details with third parties;
- (c) for use of our online Services available at any of the websites of Swire Properties Group and/or through other telecommunication channels;
- (d) with your consent, for marketing or promoting any of the Services of Swire Properties Group (e.g. sending you updates on our latest offers and promotions in relation to any of our Services from time to time) and/or the Merchants (as defined below). Please see further details in “5. Direct Marketing” section below;
- (e) with your consent, for promoting and soliciting donations or contributions for charitable or not-for-profit making causes;
- (f) for leasing, development, sale or purchase of any of the Services of Swire Properties Group and/or for management or other related services;
- (g) for identification and verification purposes in connection with any of the Services that may be supplied to you;
- (h) for reservations with or through us or any member of Swire Properties Group;
- (i) for communicating with you by email, mail, fax, phone or other means, including contacting you regarding your enquiries;
- (j) for 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;
- (k) for designing new and/or enhancing existing Services, activities, contests, lucky draws and/or other events (together, the **“Activities”**) relating to Swire Properties Group’ s portfolio of properties or tenants in such portfolios of properties (**“Merchants”**), and/or administering any of the Activities conducted by Swire Properties Group (or on its/their behalf) or by the Merchants;
- (l) for managing customer relationship and relationship with Swire Properties Group’ s Merchants;
- (m) for operating and administering any membership clubs or loyalty or reward programmes;
- (n) for making disclosures 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”**);
- (o) for establishing legal claims or defences, obtaining legal advice, and/or 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;
- (p) for the use by any member of Swire Properties Group in connection with any of the above purposes and/or any of the Services that any member of Swire Properties Group may offer or supply to you from time to time;
- (q) for handling and following up with your comments, suggestions, enquiries, requests and/or complaints to/against any Swire Properties Group companies;
- (r) for conducting investigations, research and/or analysis with regards to incidents, activities and/or events occurred at Swire Properties Group’ s portfolio of properties or Merchants; and/or
- (s) for any other incidental or associated purposes relating to the above, or any other purposes as specified in a personal information collection statement when your Personal Data is being collected, or any other purposes which you may from time to time agree.

3.2. We will not knowingly or intentionally use, share or sell your Personal Data in ways which are unrelated to the above purposes (or purposes as specified in a personal information collection statement when we collect your Personal Data) without your prior consent.

4. Disclosure and Transfer of Personal Data

4.1. To facilitate the purposes mentioned under “3. Purposes for which your Personal Data are Collected and Used” Section, we may transfer, disclose, grant access to or share your Personal Data with third parties located within or outside Hong Kong, and your Personal Data may be transferred within or outside Hong Kong. These third parties may include the following:

- (a) any member of Swire Properties Group;
- (b) any agent, contractor or third-party service provider who provides administrative, marketing, 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);

- (c) other business associates such as loyalty programme operators and other companies involved in providing customer service or fulfilling customer requests;
- (d) credit reference agencies, credit, debit and/or charge card companies and/or banks;
- (e) medical professionals, clinics, hospitals, insurers and/or loss adjusters;
- (f) any person, government, regulatory or law enforcement authority or administrative organisation;
- (g) any person under a duty of confidentiality to any member of Swire Properties Group (including auditors, accountants, legal advisers or other advisers);
- (h) any actual or proposed assignee or purchaser of all or any part of the business and/or asset of Swire Properties Group; and/or
- (i) charitable or non-profit marketing organisations.

4.2. 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).

4.3. The Personal Data you provide to us may also be sourced from or transferred to other jurisdictions outside Hong Kong for the purposes mentioned above.

5. Direct Marketing

5.1. In connection with direct marketing, we intend:

- (a) 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 (i) 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 (ii) 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 Subjects”**); and
- (b) to provide your name and contact details to (i) providers (whether within or outside Swire Properties Group) of any of the Classes of Marketing Subjects; (ii) Swire Properties Group' s Merchants and call centres; (iii) any member of Swire Properties Group; and/or (iv) marketing or research services providers, so that they can send you information in relation to the above Classes of Marketing Subjects. Information may be sent to you by email, mail, fax, phone or other means.

5.2. If we intend to use your Personal Data collected from you for direct marketing purposes, we will first obtain your consent (or an indication of no objection) before doing so.

5.3. If we intend to provide your Personal Data collected from you to third parties for their use in direct marketing, we will first obtain your consent (or an indication of no objection) before doing so.

5.4. If you agree to receive marketing communications but do not wish to receive them in the future, you may opt out of receiving them at any time, free of charge, by the following applicable means:

- (a) unsubscribing by following the “Reply To” instructions contained in the marketing text message;
- (b) following the unsubscribe instructions or hyperlink in the email;
- (c) following the unsubscribe instructions in the mobile application;

- (d) notifying us that you no longer wish to receive marketing communications when receiving our marketing calls; or
- (e) contacting us at the address stated in “11. Your Rights and Contacting Us” Section below to tell us that you no longer wish to receive marketing communication through any channel.

5.5. We may issue service-related announcements to you when necessary (e.g. when we suspend a service due to system maintenance). You may not be able to opt out of these announcements which are service-related and not promotional in nature.

6. Our Commitment to Children’s Privacy

- 6.1. Protecting the privacy of children is our primary concern. Hence, generally, we will not knowingly collect or maintain Personal Data from persons who are under 16 years of age without prior consent from a parent or guardian.
- 6.2. Specifically, in the Chinese Mainland, we will not knowingly collect or maintain Personal Data from persons who are under 14 years of age without separate consent from a parent or guardian; and will only collect or maintain Personal Data from persons between 14 and 18 years of age if explicit consent has been obtained from such person or his/her parent or guardian.

7. Use of Cookies and Log Files

- 7.1. 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 computer’s or device’s hard disk. We use cookies to 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. However, if you disable cookies or refuse to accept a request to place a cookie, certain functionalities on our websites may not be available.
- 7.2. 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.
- 7.3. 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 name 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 computer, and only the site that created the cookie can read it.
- 7.4. We may also collect information regarding your 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.
- 7.5. If you use the Wi-Fi 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 Subjects.
- 7.6. 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.

8. Data Retention

Subject to any legal, statutory, regulatory or accounting requirements, the Personal Data you provide to us will be kept by us in the appropriate form only for as long as is necessary to fulfil the purposes mentioned above after which it will be destroyed.

9. Data Security

- 9.1. In order to ensure the correct use and to maintain the accuracy of the Personal Data collected from you, as well as preventing unauthorised or accidental access, processing, erasure or other use of the Personal Data, we have implemented various internal policies (including physical, electronic and management measures) to safeguard and secure the Personal Data we collect.

For example, where we collect Personal Data online, we use an industry standard for encryption over the Internet known as Secure Socket Layer (SSL) protocol, to protect the Personal Data.

- 9.2. Our websites have firewalls in place, which should protect the Personal Data collected from you against unauthorised or accidental access. However, complete confidentiality and security is not yet possible over the internet, and privacy cannot be assured in your communications to us. You are encouraged to protect against unauthorised access to your password and credit card details. Make sure you sign out from your account when finished particularly when using a shared computer.

10. Other Websites

- 10.1. In order to anticipate your needs, our websites may contain links to third party sites that are operated under different privacy practices.
- 10.2. All such websites are independent from our websites. We have no control over the contents of such other websites or their privacy policies or compliance with the law. You should therefore be fully aware the provision of such links do not constitute an endorsement, approval, or any form of association by or with Swire Properties Group. We have no control over Personal Data that is submitted to these other websites. You should remain alert when you leave our websites, and read the privacy statements of other websites.

11. Your Rights and Contacting Us

- 11.1. You are entitled to access or correct your Personal Data held by us. You may also:-

- (a) request deletion or erasure of your Personal Data;
- (b) object to the sharing of your Personal Data; and/or
- (c) object to the profiling of your Personal Data.

- 11.2. Additional rights may be available to you depending on the location of your residence or of our operations. If you would like to exercise any of your rights or 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 or would like to request for information regarding our policies and practices and the kinds of Personal Data held by us, please contact us at the following address:

Data Protection Officer
Swire Properties Limited
64/F, One Island East, Taikoo Place
18 Westlands Road, Quarry Bay
Hong Kong

- 11.3. We will endeavour to use appropriate technical means to ensure that you can access, update and correct your Personal Data. In accessing, updating, correcting and/or deleting your Personal Data, we may ask you to authenticate your identity in order to protect the safety of your Personal Data.
- 11.4. To the extent permitted by relevant laws and regulations, we reserve the right to refuse unreasonable requests (for example, requests which infringe the privacy of others). To the extent permitted by relevant laws and regulations, we reserve the right to charge a reasonable fee for the cost of processing any request set out above.

12. Note

- 12.1. This Privacy Policy may be amended from time to time. You may access and obtain a copy of this Privacy Policy, as amended from time to time, at www.swireproperties.com so that you are always informed of the way we collect and use Personal Data.

- 12.2. This Privacy Policy 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 Privacy Policy, the English version shall prevail.

Chinese Mainland Appendix

(Last updated: 3 January 2022)

1. Application

- 1.1. This Chinese Mainland Appendix applies (in addition to the General Terms) to explain how we and our affiliated companies² Process your Personal Information if you stay within the mainland People's Republic of China ("**Chinese Mainland**"). For the purpose of this Privacy Policy, Chinese Mainland excludes the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan.
- 1.2. Unless defined otherwise in this Chinese Mainland Appendix, all capitalised terms herein shall have the same meaning as given to them in the General Terms.

2. Personal Information

In this Chinese Mainland Appendix, "**Personal Information**" means any type of information (recorded via electronic means or otherwise) associated with an identified or identifiable natural person, but excluding information after anonymisation handling. Personal Information may include Sensitive Personal Information (defined below).

3. Consent

We will collect, store, use, process, transmit, provide, disclose, or delete (together, "**Process**" or "**Manage**") your Personal Information in accordance with this Privacy Policy, and we may only do so with your consent. Where the applicable Chinese Mainland data protection laws and regulations require us to provide separate consent under certain circumstances, we will only Process such Personal Information upon obtaining your separate consent.

4. Sensitive Personal Information

- 4.1. Certain Personal Information may be considered Sensitive Personal Information due to their particularity. "**Sensitive Personal Information**" or "**Sensitive Personal Data**" means Personal Information which, if leaked or used illegally, may easily cause harm to the dignity of natural persons, or cause harm to personal or property safety, including biometric information, religious belief, specific identity information, health and medical information, financial account information, individual location tracking information and Personal Information of minors under the age of fourteen (14).
- 4.2. For providing our Services to you, processing your payment and conducting analytics and profiling, we may collect the following Sensitive Personal Information from you: identity card number or other personally identifiable number, accommodation information; special needs or preferences and health condition; your credit or debit or other charge cards information on other electronic payment accounts (including but not limited to WeChat Wallet, Alipay account, Apple Pay etc.); your website and activity on social media platforms (including your preferences, transaction pattern and behaviour), details of your visits to our websites or mobile apps or social media platforms collected through cookies or other tracking technologies including behavioural information, browser details, IP addresses, purchasing history, location information, your interests, personal preferences, comments and consumption habits.
- 4.3. This Privacy Policy describes how your Sensitive Personal Information will be Processed for the purposes and by the means described in this Privacy Policy. We shall Process such Sensitive Personal Information upon obtaining your separate consent.

² Our affiliated companies include the following companies: Swire Properties Management Limited; Taikoo Place Holdings Limited; Arezzo (Management) Limited; Alassio (Management) Limited; Azura (Management) Limited; Argenta (Management) Limited; Swire Homes Management Limited; Island Place (Management) Limited; Mount Parker Residences (Management) Limited; Whitesands (Management) Limited; 53 Stubbs Road (Management) Limited; Dunbar Place (Management) Limited; Star Street (Management) Limited; StarCrest (Management) Limited; Lei King Wan (Management) Limited; Harbour Heights (Management) Limited; The Floridian (Management) Limited; Robinson Place (Management) Limited; Island Lodge (Management) Limited; Les Saisons (Management) Limited; and Taikoo Shing (Management) Limited.

- 4.4. You need to carefully consider whether your Sensitive Personal Information should be disclosed through our Services. It is necessary for you to provide us with such Sensitive Personal Information, so that we can provide certain Services to you. If you do not provide us with your separate consent, we may not be able to provide certain Services to you.

5. Age Limit

- 5.1. Our Services target those who are above the age of fourteen (14). If you have not reached fourteen (14) years of age, please ensure that you have obtained your guardian's consent before providing us with your Personal Information.
- 5.2. We will not collect, use or otherwise process Personal Information of individuals who are under fourteen (14) years of age without separate consent from their parents or guardians.
- 5.3. Where we have obtained separate consent from parents or guardians for Processing their minors' Personal Information, we will only Process, retain and protect those minors' Personal Information in the same manner and in the same locations as set out in this Privacy Policy (as supplemented by the Chinese Mainland Appendix). If the parents or guardians refuse to provide separate consent for our Processing of their minors' Personal Information which is necessary, we may not be able to provide certain Services to their minors. To exercise any data subject rights for minors, please refer to "9. How Do You Exercise Your Data Subject Rights" Section below.

6. Purposes and Use of Personal Information

- 6.1. Sections 2 and 3 of the General Terms shall also apply to this Chinese Mainland Appendix, and all references to "**Personal Data**" shall be replaced by "**Personal Information**".
- 6.2. We shall not be required to obtain your consent to Process your Personal Information if any of the following situations applies:
- (a) where the Processing of Personal Information is necessary for the conclusion or performance of a contract to which you are a contracting party, or where it is necessary to carry out human resources management according to lawfully formulated labour rules and lawfully concluded collective contracts;
 - (b) where it is necessary to perform a statutory responsibility or obligation, for example, making disclosures 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 Chinese Mainland;
 - (c) if the Processing of Personal Information is necessary to respond to a public health emergency, or to protect the life, health or property safety of an individual in case of an emergency;
 - (d) where Personal Information is processed within a reasonable scope to carry out news reporting, public opinion supervision or any other activity for public interest purposes;
 - (e) where the Processing relates to Personal Information disclosed by you or otherwise already lawfully disclosed, within a reasonable scope in accordance with applicable laws; or
 - (f) if the Processing of Personal Information is directly related to:
 - (i) national security and national defence;
 - (ii) public safety, public health and major public interest; or
 - (iii) criminal investigations, criminal prosecutions, adjudication or enforcement of judgments, or other related matters.
- 6.3. Your Personal Information may be Processed in our headquarters in Hong Kong as well as in other countries, including the Chinese Mainland.

7. How We Share Your Information

- 7.1. To facilitate the purposes mentioned under this Privacy Policy, and without prejudice to relevant laws and regulations, we may transfer and/or disclose your Personal Information to our Group Companies, and/or third parties who will Process your Personal information according to their own purposes and methods of Processing (together, "**Third Party Personal Information Handlers**"). These Third Party Personal Information Handlers may be located within or outside the Chinese Mainland. We will only transfer and/or disclose such Personal Information upon obtaining your separate consent, and in accordance with applicable Chinese Mainland data protection laws. You can contact us for the relevant information regarding these Third Party Personal Information Handlers. Our contact details are located in Paragraph 9.2 below.

- 7.2. Furthermore, we may transfer and/or disclose your Personal Information to third parties appointed by us who only Process your Personal Information on our behalf, including 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 the Group Companies' business (including its/their direct marketing activities). You can contact us for information about the overseas parties to whom we provide personal information from Chinese Mainland.
- 7.3. Other than those stated in this "7. How We Share Your Information" Section and in the situations stated in Paragraph 6.2, we will not share your Personal Information with any other third parties, except that we may share data or statistics (which are not Personal Information) with third parties in aggregated or anonymised form.
- 7.4. When we share your Personal Information with any third parties, we will strive to ensure (including but not limited to using contractual measures or adopt encryption for transfer to ensure) that such third parties comply with this Privacy Policy and other appropriate confidentiality and security measures that we require them to comply with when using your Personal Information, except for the Personal Information you provide directly to the third parties through the use of their services. Where required by applicable Chinese Mainland regulations and where the sharing of Personal Information will bring higher risks to you, we will notify you of such high risks.
- 7.5. With the continuous development of our business, we may engage in mergers, acquisitions, dissolution, liquidation, transfer of assets or similar transactions, and in such cases, (a) we shall inform you all such information that is required under applicable Chinese Mainland data protection laws; and (b) your Personal Information may be transferred to any actual assignee or purchaser of all or any part of our (and/or our Group Companies') business and/or assets; and our service providers in these situations.

8. How We Retain, Store and Protect Your Personal Information

- 8.1. Your Personal Information will be retained by us only for as long as it is necessary to fulfil the purposes mentioned in this Privacy Policy, or for a duration as required or permitted by laws and regulations. In any event, unless required by applicable laws and regulations or with your consent, in relation to your Personal Information collected for maintaining your membership with us, we will keep those Personal Information during your membership period. After your membership account with us is terminated and in relation to your Personal Information generally, we shall retain such Personal Information for seven (7) years from the last activity or interaction with us. After the end of the retention period, we will delete or anonymise your Personal Information.
- 8.2. In order to ensure the correct use and to maintain the accuracy of Personal Information collected from you, as well as preventing unauthorised or accidental access, disclosure, alteration, loss or other use of Personal Information, we have implemented various internal management policies (including physical, electronic and management measures) and various security technologies and procedures based on the classification of Personal Information we collect from you. For example:
- (a) where we collect Personal Information online, we use an industry standard for encryption over the Internet known as Secure Socket Layer (SSL) protocol to protect Personal Information;
 - (b) our websites have firewalls in place, which should protect Personal Information collected from you against unauthorised or accidental access;
 - (c) where required under applicable Chinese Mainland data protection laws and regulations, we will encrypt and/or de-identify your Personal Information;
 - (d) your Personal Information will only be accessed by our personnel on a "need-to-know" basis;
 - (e) we ensure that our personnel are regularly trained on data protection matters; and
 - (f) in order to mitigate any potential risks of unauthorised Processing of your Personal Information, we maintain a security incident response plan. Where required by applicable Chinese Mainland regulations, we will also seek to inform you and the relevant authorities of any incidents concerning the Personal Information we Process on your behalf.
- 8.3. However, please understand that, due to technical and risk prevention limitations, even if we have made our best effort to enhance security measures, we cannot ensure that the information is absolutely safe. You should note that the systems and communication networks you use to access our Services may be subject to problems beyond our control. Therefore, you are advised to protect against unauthorised access to your password and credit card details. When using a shared computer, make sure you sign out from your account when finished.
- 8.4. To the extent required under applicable Chinese Mainland laws, we will be responsible for the Personal Information security incidents.

9. How Do You Exercise Your Data Subject Rights

Annex 1

附件 1

- 9.1. You (or your next of kin or you acting on behalf of your minors, as permitted by applicable Chinese Mainland data protection laws and regulations) are entitled to exercise the following data subject rights under the applicable Chinese Mainland data protection laws and regulations:
- (a) access, copy, (where your Personal Information is inaccurate or incomplete) correct and/or supplement your Personal Information held by us;
 - (b) restrict or reject the Processing of your Personal Information held by us;
 - (c) request deletion or de-registration of your Personal Information which is held by us (where the purposes of Processing have been or cannot be fulfilled or are no longer necessary, where we cease to provide the Services or the retention period ends, where there is a breach of applicable law in our Processing or otherwise required by applicable law);
 - (d) withdraw your consent to us Processing your Personal Information;
 - (e) request us to transfer your Personal Information to another organisation, if such transfer is permitted by applicable laws; and
 - (f) explain our rules on Processing of your Personal Information.
- 9.2. If you wish to exercise any of the rights in Paragraph 9.1 above, please contact us as follows:
- Contact person: Data Protection Officer
- Address: Swire Properties Limited, 64/F, One Island East, Taikoo Place
18 Westland Road, Quarry Bay, Hong Kong
- Email address: DPO@swireproperties.com
- 9.3. We will endeavour to use appropriate technical means to ensure that you can exercise the above data subject access rights through the use of our Services. In processing your requests relating to your data subject rights, we may ask for you to authenticate your identity in order to protect the safety of your Personal Information.
- 9.4. To the extent permitted by relevant laws and regulations, we reserve the right to (a) refuse unreasonable requests (for example, requests which infringe the privacy of others); and (b) charge a reasonable fee for the cost of processing any request set out in Paragraph 9.1 above.

- ☐ I consent to the Privacy Policy, and the following*:
- ☐ Management of my Sensitive Personal Information and that of minors under my guardianship *;
- ☐ Provision of my Personal Information to recipients such as appointed processors and partners outside the place of my primary residence *; and

***Mandatory field for above**

- ☐ Use of my Personal Information to provide me with direct marketing materials.

Signed by the Purchaser(s) 買方簽署

Name 姓名: _____

Date 日期: _____

太古地產有限公司

(最新更新日期：2022 年 1 月 3 日)

隱私政策

一般條款

本隱私政策（「**隱私政策**」）列明太古地產有限公司及其附屬公司（統稱為「**太古地產**」或「**我們**」）如何收集、使用、儲存並處理個人資料（定義見下文），但就特定情況我們可能會有其他特定的隱私政策（在該情況下該等特定的隱私政策將適用）。

如果閣下身處於中國內地，我們對閣下個人資料的收集、存儲、使用、加工、傳輸、提供、公開、刪除或以其他方式處理，將受隱私政策及其補充的「**中國內地附錄**」規管。

為免生疑問，隱私政策不適用於太古地產（中國）投資有限公司及其位於中國內地的關聯公司³。上述太古地產（中國）投資有限公司及其位於中國內地的關聯公司有其個別的隱私政策。

1. 致力保護個人資料

我們致力於保護我們所持有的個人資料（「**個人資料**」）的隱私。為確保閣下能夠作出知情的決定並放心地向我們提供個人資料，我們在本隱私政策中概述我們有關收集及使用閣下個人資料的實務，及閣下對我們收集及使用閣下個人資料時所享有的選擇。

2. 我們收集的個人資料

2.1. 我們會根據閣下所要求的或我們向閣下所提供的服務及產品而收集不同類別的個人資料。該等個人資料類別可能包括（但不限於）：

- (a) 閣下的個人資料（例如姓名、性別、出生日期、護照或其他可識別個人身份的號碼）；
- (b) 閣下的聯絡資料（例如電話號碼、郵寄地址、電子郵件地址及傳真號碼）；
- (c) 閣下的商業資料（例如公司名稱、職銜及相關的聯絡資料）；
- (d) 閣下的信用卡、扣數卡或其他簽賬卡資料（例如持卡人姓名、卡號、賬單地址、保安編號及到期日）；
- (e) 閣下的旅行詳情（例如航班資料、旅伴的個人資料及與旅遊者特殊需要或偏好有關的資料）；
- (f) 閣下的興趣、個人偏好或意見；
- (g) 閣下就我們所進行或由他人代為進行的市場調查、比賽及宣傳優惠所發表的意見及回覆；及 / 或
- (h) 閣下使用我們網站或其他服務或產品時的有關資料（例如行為方面的資料、購買記錄、位置資料、瀏覽器詳情、IP 位址）。

2.2. 某些個人資料（例如閣下的個人資料及聯絡資料）對於特定服務而言是必需的。若閣下未能就各項特定服務的要求而提供個人資料，我們可能無法向閣下提供相關的服務或產品。閣下向我們提供閣下的個人資料，即表示閣下確認是在公平合理的情況下向我們提供有關個人資料。

3. 收集及使用閣下個人資料的用途

3.1. 我們收集並使用閣下個人資料的目的包括（但不限於）以下一項或多項用途：

- (a) 向閣下提供我們或我們的任何附屬公司、控股公司、聯營企業及相聯公司（統稱為「**太古地產集團**」）不時提供的任何服務、產品、設施及 / 或其他事項（統稱為「**服務**」），或閣下不時要求我們提供的服務；
- (b) 就太古地產集團的任何服務付款，包括向第三方核實信用卡資料；
- (c) 以使閣下能夠使用太古地產集團任何網站所提供及 / 或通過其他電訊途徑所提供的網上服務；
- (d) 經閣下同意，為太古地產集團及 / 或商戶（定義見下文）的任何相關服務進行促銷或宣傳（例如不時向閣下發出任何服務的最新優惠及推廣信息）。詳情請參閱下文「5. 直接促銷」部分；
- (e) 經閣下同意，為慈善或非牟利的目的作宣傳及索求捐贈或貢獻；
- (f) 租賃、發展、出售或購買太古地產集團的任何服務，及 / 或管理或其他有關服務；
- (g) 為對閣下提供任何服務而進行身份識別及核實；
- (h) 向（或透過）我們或太古地產集團任何成員公司進行預約；
- (i) 透過電郵、郵寄、傳真、電話或其他方式與閣下進行溝通，包括就閣下的查詢與閣下聯絡；

³ 這些關聯公司包括以下：北京頤堤港（一期、二期）、北京三里屯太古里、上海興業太古匯、上海前灘太古里、成都遠洋太古里、以及廣州太古匯。

- (j) 不時進行研究及 / 或分析，以更了解閣下關於購物、飲食、開支及 / 或其他消費方面的需求、喜好、興趣、體驗及 / 或習慣；
- (k) 設計新的及 / 或改進現有的關於太古地產集團物業組合或關於此等物業組合租戶（「商戶」）的服務、活動、比賽、抽獎及 / 或其他節目（統稱為「活動」），及 / 或管理任何由太古地產集團（或代表太古地產集團）或由商戶所進行的活動；
- (l) 管理客戶關係及與太古地產集團商戶之間的關係；
- (m) 營運及管理任何會員俱樂部或忠誠或獎賞計劃；
- (n) 因應任何司法管轄區的法律、規例或法院命令的要求，及 / 或任何政府、監管或執法機構或行政機關的要求而進行披露（該等機構或機關可能位於中華人民共和國香港特別行政區（「香港」）的境內或境外）；
- (o) 為確立法律申索或辯護、獲取法律意見，及 / 或行使、申辯及 / 或保護太古地產集團任何成員公司的權利或財產，包括在任何人士干擾該等權利或財產（不論蓄意與否）時，或在有關干擾活動可能對任何其他人士造成傷害或對任何其他人士的財產造成損害時，識別、聯絡或對該等人士採取法律行動；
- (p) 供太古地產集團的任何成員公司用於上述任何用途及 / 或太古地產集團的任何成員公司可能不時向閣下提供的任何服務；
- (q) 用於處理和跟進閣下對任何太古地產集團公司的意見、建議、查詢、要求及 / 或投訴；
- (r) 就太古地產集團的物業組合或商戶發生的事件、活動及 / 或事故進行調查、研究及 / 或分析；及 / 或
- (s) 與上文有關的任何其他附帶或相關用途，或載於收集閣下個人資料時所提供的個人資料收集聲明中的任何其他用途，或閣下可能不時同意的任何其他用途。

3.2. 未經閣下事先同意，我們不會知情地或蓄意地使用、分享或出售閣下的個人資料作與上述無關（或與收集閣下個人資料時所提供的個人資料收集聲明中所述無關）的用途。

4. 披露及轉移個人資料

4.1. 為促進「3.收集及使用閣下個人資料的用途」中所述的用途，我們可能會將閣下的個人資料轉移至及披露予香港境內或境外的第三方、授權該等第三方查閱或與該等第三方分享。閣下的個人資料可能會被轉移至香港境內或境外。上述的第三方包括：

- (a) 太古地產集團的任何成員公司；
- (b) 任何為太古地產集團業務（包括其直接促銷活動）提供行政、促銷、研究、分銷、數據處理、電話促銷、電訊、電腦、支付或其他服務，或支援太古地產集團業務運作的代理、承辦商或第三方服務供應商；
- (c) 其他業務關聯方，如忠誠計劃營運商及在提供客戶服務或滿足客戶要求過程中所牽涉的其他公司；
- (d) 信用參考機構、信用卡、扣數卡及 / 或簽賬卡公司及 / 或銀行；
- (e) 專業醫療人員、診所、醫院、保險公司及 / 或理賠師；
- (f) 任何人士、政府、監管或執法機構或行政機關；
- (g) 對太古地產集團任何成員公司負有保密責任的任何人士（包括審計員、會計師、法律顧問或其他顧問）；
- (h) 所有太古地產集團業務及 / 或資產或其任何部份的實際或擬議承讓人或承購人；及 / 或
- (i) 慈善或非牟利組織。

4.2. 我們也可能以不直接識別閣下身份的聚合或匿名形式與第三方分享資料或統計數據（例如，我們可能為促銷目的與廣告商分享關於閣下的偏好和位置的聚合信息）。

4.3. 閣下向我們提供的個人資料亦可能是取自或被傳輸至香港境外的其他司法管轄區以作上述用途。

5. 直接促銷

5.1. 在直接促銷方面，我們有意：

- (a) 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：(i) 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 (ii) 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「**促銷目標的類別**」）；及

- (b) 將閣下的姓名及聯絡方式提供給：(i) 任何促銷目標的類別的提供商（無論是太古地產集團內部的或外部的）；(ii) 太古地產集團的商戶及電話中心；(iii) 太古地產集團任何成員；及 / 或 (iv) 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目標的類別的資料。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。

- 5.2. 我們如有意使用從閣下收集有關閣下的個人資料作直接促銷用途，我們將事先取得閣下同意（或表示不反對）。
- 5.3. 我們如有意將從閣下收集有關閣下的個人資料提供予第三方作其直接促銷用途，我們將事先取得閣下同意（或表示不反對）。
- 5.4. 如果閣下同意接收促銷通訊，但不希望日後再收到這些通訊，閣下可以隨時透過下列適用的方法免費拒收：

- (a) 跟隨促銷信息中所載的「回覆」指示取消訂閱；
- (b) 跟隨電子郵件中的指示或超連結取消訂閱；
- (c) 跟隨流動應用程式中的指示取消訂閱；
- (d) 在收到我們的促銷電話時告知我們不希望再收到促銷通訊；或
- (e) 根據以下「11.閣下的權利及如何聯絡我們」部份所述地址與我們聯絡，告知我們不希望再通過任何渠道接收促銷通訊。

- 5.5. 我們可能在必要時（例如當我們因系統維修而暫停某一項服務時）向閣下發出與服務有關的通告。閣下可能無法取消這些與服務有關及並非推廣性質的通告。

6. 致力保護兒童隱私

- 6.1. 我們特別關注保護兒童隱私。因此，未經父母或監護人事先同意，我們通常不會知情地收集或保留 16 歲以下人士的個人資料。
- 6.2. 特別是在中國內地，未經父母或監護人單獨同意，我們不會知情地收集或保留 14 歲以下人士的個人資料；且僅會在取得本人或其父母或監護人明確同意後，才會收集或保留 14 至 18 歲人士的個人資料。

7. 使用 Cookies 及日誌文件

- 7.1. 閣下如瀏覽我們的任何網站，我們有可能使用 Cookies 以儲存並追蹤關於閣下的資料及閣下的喜好。Cookies 是我們網站傳送至閣下的電腦或裝置硬碟的小型文字檔案。我們使用 Cookies，旨在為閣下提供更優質的服務，及 / 或保存閣下在同一時段或多個不同時段內的跨頁面資料。大部分瀏覽器會自動接受 Cookies，但閣下亦可選擇自行修改瀏覽器選項，在日後攔截 Cookies。然而，閣下若停用 Cookies 或拒絕接受建立 Cookies 的要求，則可能不能使用我們網站上的某些功能。
- 7.2. Cookies 載有關於閣下的資料及喜好。舉例，假如閣下查詢費用及供應情況，網站可能會建立一個載有閣下所輸入資料的 Cookies。Cookies 亦可能僅載有閣下曾在網站內瀏覽過的頁面記錄，以便網站在閣下再次瀏覽時為閣下選定個人化的頁面。
- 7.3. Cookies 只會儲存閣下提供的資料或閣下在瀏覽網站時作出的選擇。舉例，除非閣下選擇輸入電郵名稱，否則網站無法識別閣下的電郵名稱。准許一個網站建立 Cookies 並不代表准許該網站或任何其他網站讀取閣下電腦的其他部分，而只有建立有關 Cookies 的網站才能夠讀取有關的 Cookies。

Annex 1

附件 1

- 7.4. 我們亦可能會收集閣下的 IP 位址、瀏覽器類別、網域名稱及瀏覽 / 存取時間等資料。此類資料會用作內部研究。由於此類資料與任何個人資料並無關連，因此將與閣下的個人資料分開處理。於特殊情況下，IP 位址可用作協助阻嚇及 / 或防止網站的濫用或犯罪行為。
- 7.5. 閣下如使用我們物業所提供的 Wi-Fi 網絡，我們將可能會收集閣下的地點資料（如閣下曾於閣下的裝置上表示同意的話）。我們可能利用閣下的地點資料，藉以追蹤閣下的活動規律及喜好，以便為閣下改進服務質素。閣下的地點資料可能與我們取自第三方的其他資料併合，以便為閣下提供更優質的服務。閣下如同意接收直接促銷訊息，我們可能會為閣下提供有關促銷標的類別的針對性廣告、內容、特色功能、交易及優惠。
- 7.6. 閣下如於社交媒體平台上與我們互動（例如對我們的 Facebook 頁面「讚好」或在我們的「動態時報」上貼文），我們將可與閣下互動，並透過此等平台向閣下傳送訊息。我們將按照有關社交媒體平台的規則與閣下互動，惟我們將不會為該平台的營運商如何收集並處理閣下的個人資料負責。我們將不會為我們的社交媒體賬戶上的第三方貼文而負上責任。

8. 資料保存

在符合任何法律、法定、規管或會計規定的情況下，我們會以適當的方式保存閣下提供的個人資料，保存的時間將不超過完成上文所述的用途所需的時間，而有關資料在完成用途後將會被銷毀。

9. 資料保安

- 9.1. 為確保我們向閣下收集的個人資料得以正確使用及維持所收集個人資料的準確性，並防止個人資料未經授權或出於意外而被查閱、處理、刪改或作其他用途，我們已實施多項內部政策（包括實體措施、電子措施及管理措施），以保障我們所收集的個人資料安全。

例如，當我們在網上收集個人資料時，我們在互聯網上採用名為安全套接層協議 (SSL) 的行業加密標準以保護個人資料。

- 9.2. 我們的網站設有防火牆以保護個人資料，可以防止未經授權或意外的查閱。然而，互聯網尚未能提供完全的機密性和安全性，故無法保證閣下與我們之間通訊的隱私。敬請閣下妥善保護閣下的密碼及信用卡資料，防止在未經授權下被讀取。務請確保於使用後登出閣下的賬戶（尤其是使用共用電腦時）。

10. 其他網站

- 10.1. 為了切合閣下的需要，我們的網站可能載有第三方網站的連結，而該等網站可能遵從不同的隱私慣例。
- 10.2. 該等網站一律獨立於我們的網站，且我們對該等其他網站的內容、其隱私政策或是否符合法律規定並無控制權。因此，閣下應充分知悉，提供該等連結並不構成太古地產集團的認可、批准或任何形式的聯繫。我們無法控制閣下提交予該等網站的個人資料。因此，當閣下離開我們的網站時應保持警覺，並細閱該等網站的隱私聲明。

11. 閣下的權利及如何聯絡我們

- 11.1. 閣下有權查閱或改正我們所持有的閣下的個人資料，也可以：
- (a) 要求刪去或刪除閣下的個人資料；
 - (b) 反對分享閣下的個人資料；及 / 或
 - (c) 反對彙編閣下的個人資料。
- 11.2. 根據閣下的居住地或我們的營運地點閣下可能同時具有其他權利。如果閣下想行使閣下的任何權利或索取任何有關閣下個人資料的副本，或閣下認為我們所收集及保存有關閣下的個人資料並不準確，或要索取有關我們的政策及實務以及我們所持有的個人資料種類，請按以下地址與我們聯絡：

香港鰂魚涌華蘭路 18 號太古坊港島東中心 64 樓
太古地產有限公司
保障資料主任收

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附件 1

- 11.3. 我們將致力使用適當的技術性措施確保閣下可以查閱、更新及改正閣下的個人資料。在查閱、更新、改正及 / 或刪除閣下的個人資料時，我們可能會要求驗證閣下的身份，以保障閣下個人資料的安全。
- 11.4. 在相關法律及規例允許的範圍內，我們有權拒絕處理不合理的要求（例如，侵犯他人隱私權的要求）。在相關法律及規例允許的範圍內，我們有權就處理上述任何要求收取合理的成本費用。

12. 附註

- 12.1. 本隱私政策可能會不時修改。閣下可於 www.swireproperties.com 閱覽及取得不時修訂的本隱私政策，以便時刻知悉我們收集及使用個人資料的方法。
- 12.2. 本隱私政策原以英文撰寫，並可能翻譯成其他語言。如本隱私政策的英文版本與翻譯版本有任何歧異，概以英文版本為準。

中國內地附錄

（最新更新日期：2022 年 1 月 3 日）

1. 應用

- 1.1. 如閣下身處在中華人民共和國內地（「**中國內地**」），本中國內地附錄（連同一般條款）適用於說明我們及我們的關聯公司⁴如何處理閣下的個人信息。就本隱私政策而言，中國內地不包括香港特別行政區、澳門特別行政區和臺灣。
- 1.2. 除非在本中國內地附錄中另有定義，否則本附錄中所有定義應具有與一般條款中賦予它們的相同含義。

2. 個人信息

在本中國內地附錄中，「**個人信息**」是指以電子或者其他方式記錄的與已識別或者可識別的自然人有關的各種信息，不包括匿名化處理後的信息。個人信息可能包括敏感個人信息（定義見下文）。

3. 同意

我們將根據本隱私政策收集、存儲、使用、加工、傳輸、提供、公開或刪除（合稱「**處理**」或「**管理**」）閣下的個人信息，並且我們只有在徵得閣下的同意後才會這樣做。如果適用的中國內地信息保護法律和法規要求我們在某些情況下提供單獨同意，我們只可在獲得閣下的單獨同意後才會處理這些個人信息。

4. 敏感個人信息

- 4.1. 某些個人信息由於其特殊性，可能被視為敏感個人信息。「**敏感個人信息**」或「**敏感個人資料**」是指一旦洩露或者非法使用，容易導致自然人的人格尊嚴受到侵害或者人身、財產安全受到危害的個人信息，包括生物識別、宗教信仰、特定身份、醫療健康、金融帳戶、行蹤軌跡等信息，以及不滿十四（14）周歲未成年人士的個人信息。
- 4.2. 為了向閣下提供我們的服務，處理閣下的付款，並對閣下進行分析和剖析，我們可能會收集閣下的以下敏感個人信息：身份證號碼或其他個人身份識別號碼、住宿信息；特殊需求或偏好和健康情況；閣下信用卡或扣數卡或其他簽賬卡信息及其他電子支付帳戶的信息（包括但不限於微信錢包、支付寶帳戶、Apple Pay 等）；閣下的網站和社交媒體平台上的活動，包括閣下的偏好、交易模式和行為）；通過 cookies 或其他追蹤技術

⁴ 我們的關聯公司包括以下公司：太古地產管理有限公司；太古坊控股有限公司；Arezzo (Management) Limited; Alassio (Management) Limited; Azura (Management) Limited; 肆然(管理)有限公司; Swire Homes Management Limited; 港運城物業管理有限公司; Mount Parker Residences (Management) Limited; Whitesands (Management) Limited; 53 Stubbs Road (Management) Limited; Dunbar Place (Management) Limited; 星街(管理)有限公司; 星域軒(管理)有限公司; 鯉景灣物業管理有限公司; 海峯園物業管理有限公司; 逸意居(管理)有限公司; 雍景臺物業管理有限公司; 港濤軒(管理)有限公司; 逸濤灣管理有限公司; 以及太古城物業管理有限公司。

收集的有關閣下瀏覽我們網站或流動應用程式或社交媒體平台的詳細信息，包括行為信息、瀏覽器詳情、IP 位址、購買記錄、位置信息、閣下的興趣、個人偏好、評論和消費習慣。

4.3. 本隱私政策描述將如何為本隱私政策所述的目的和方式處理閣下的敏感個人信息。我們將在獲得閣下的單獨同意後處理這些敏感個人信息。

4.4. 閣下需要仔細考慮是否應通過我們的服務披露閣下的敏感個人信息。閣下有必要向我們提供此類敏感個人信息，以便我們能夠向閣下提供某些服務。如果閣下不向我們提供單獨同意，我們可能無法向閣下提供某些服務。

5. 年齡限制

5.1. 我們的服務對象是十四（14）歲以上的人士。如果閣下未滿十四（14）歲，請確保在向我們提供閣下的個人信息之前，閣下已獲得監護人的同意。

5.2. 未經父母或監護人的單獨同意，我們不會收集、使用或以其他方式處理未滿十四歲（14）的人士的個人信息。

5.3. 如果我們獲得父母或監護人的單獨同意處理其未成年人士的個人信息，我們將只按照本隱私政策（經中國內地附錄補充）中規定的相同方式和在相同的地域處理、保存和保護這些未成年人士的個人信息。某些未成年人士的個人信息屬於必要提供信息，如果其父母或監護人就我們處理該等個人信息拒絕提供單獨同意，我們可能無法向其未成年人提供某些服務。如要代表未成年人士行使任何個人信息主體權利，請參考以下「9. 閣下如何行使閣下的個人信息主體權利」部份。

6. 個人信息的目的和使用

6.1. 本隱私政策一般條款的第 2 和 3 部份也應適用於本中國內地附錄，所有提及的「個人資料」應改為「個人信息」。

6.2. 在下列情況下，我們不需要獲得閣下的同意來處理閣下的個人信息：

- (a) 為訂立、履行合同（而閣下作為該合同之一方）必需處理個人信息時，或者按照依法制定的勞動規章制度和依法簽訂的集體合同實施人力資源管理所必需；
- (b) 為履行法定職責或者法定義務所必需，例如根據任何司法管轄區的法律、法規或法院命令的要求及 / 或根據任何政府、監管或執法機構或行政組織的要求進行披露，這些機構可能在中國內地的境內或境外；
- (c) 如果處理個人信息是為應對突發公共衛生事件，或者緊急情況下為保護自然人的生命健康和財產安全所必需；
- (d) 為公共利益實施新聞報導、輿論監督等行為，在合理的範圍內處理個人信息；
- (e) 依照適用法規在合理的範圍內處理閣下自行公開或者其他已經合法公開的個人信息；或
- (f) 如果處理個人信息與下列事項直接相關；
 - (i) 國家安全和國防安全；
 - (ii) 公共安全、公共衛生和重大公共利益；或
 - (iii) 刑事調查、刑事起訴、審判或判決執行，或其他相關事項。

6.3. 閣下的個人信息可能會在我們位於香港的總部以及其他國家（包括中國內地）被處理。

7. 我們如何分享閣下的信息

7.1. 為便於實現本隱私政策所述的目的，在不影響相關法律和法規的情況下，我們可能會將閣下的個人信息轉移及 / 或披露給我們的集團公司及 / 或第三方，他們將根據各自的目的和處理方法處理閣下的個人信息（合稱「第三方個人信息處理者」）。這些第三方個人信息處理者可能位於中國內地的境內或境外。我們只有在獲得閣下的單獨同意後，才會根據適用的中國內地信息保護法律轉移和 / 或披露這些個人信息。閣下可以就這些第三方個人信息處理者的相關信息聯繫我們。我們的聯繫方式下列於第 9.2 段。

- 7.2. 此外，我們可能會將閣下的個人信息轉移及 / 或披露給我們所委託的的第三方，這些受委託的第三方僅代表我們處理閣下的個人信息，包括為集團公司的業務（包括其 / 他們的直接行銷活動）提供行政、營銷和研究、分銷、信息處理、電話行銷、電信、計算機、支付或其他服務的任何代理人、承包商或第三方服務提供者。有關我們在中國內地向外提供個人信息的接收方，請與我們聯絡。
- 7.3. 除本「7. 我們如何分享閣下的個人信息」部分和第 6.2 段所述的情況外，我們不會與任何其他第三方分享閣下的個人信息，但我們可能以整體及匿名形式與第三方分享資料或統計資料（該信息不屬於個人信息）。
- 7.4. 當我們與任何第三方共用閣下的個人信息時，我們將努力確保（包括但不限於使用合同措施或採用加密方式傳輸以確保）這些第三方在使用閣下的個人信息時遵守本隱私政策和我們要求他們遵守的其他適當的保密和保安措施，但閣下通過使用第三方的服務直接向其提供的個人信息除外。在適用的中國內地法規的要求下，如果任何個人信息的共用將給閣下帶來更高的風險，我們將通知閣下這種高風險。
- 7.5. 隨著我們業務的不斷發展，我們可能會進行合併、收購、解散、清算、資產轉讓或類似的交易，在這種情況下，(a) 我們應告知閣下根據適用的中國內地信息保護法所要求的所有這些信息；以及 (b) 閣下的個人信息可能被轉移給我們（及 / 或我們集團公司）全部或部分業務及 / 或資產的任何實際承讓人或承購人；以及我們在這些情況下的服務提供者。

8. 我們如何保存、存儲和保護閣下的個人信息

- 8.1. 閣下的個人信息將由我們在實現本隱私政策所述用途所需的時間內，或在適用法律及法規規定或允許的存續期內予以保存。在任何情況下，除非適用的法律和法規要求或經閣下同意，對於為維持閣下的會員資格而收集的個人信息，我們將在閣下的會員資格期間保存這些個人信息。在閣下終止成為我們會員後及閣下的一般個人信息，我們將保留該等個人信息不多於七（7）年，從最後一次活動或與我們的互動開始計算。在保存期結束後，我們將刪除或匿名化閣下的個人信息。
- 8.2. 為了確保正確使用和保持從閣下取得的個人信息的準確性，以及防止未經授權或意外地查閱、披露、更改、丟失或其他使用個人信息，根據我們從閣下處收集的個人信息的分類，我們實施各種內部政策（包括實體措施、電子措施及管理措施）以及多項保安技術與程序，例如：
- (a) 當我們在網上收集個人信息時，我們在互聯網上採用名為安全套接層協議 (SSL) 的行業加密標準以保護個人信息；
 - (b) 我們的網站設有防火牆，應能保護從閣下那裡收集的個人信息免遭未經授權或意外的查閱；
 - (c) 根據適用的中國內地信息保護法律和法規的要求，我們將對閣下的個人信息採取加密及 / 或去標識化；
 - (d) 閣下的個人信息僅由我們的工作人員在「必須知道」的基礎上查閱；
 - (e) 我們確保我們的人員定期接受有關信息保護事項的培訓；以及
 - (f) 為了減少未經授權處理閣下的個人信息的任何潛在風險，我們維持一個安全事件應急預案。在適用的中國內地法規要求的情況下，我們還將尋求通知閣下和有關係當局任何有關我們代表閣下處理的個人信息的事件。
- 8.3. 但是，由於技術和風險防範的限制，即使我們已經盡最大努力加強安全措施，我們也無法確保信息的絕對安全，還望閣下諒解。閣下應該注意，閣下使用我們有關服務所瀏覽的系統和通訊網路可能會出現我們無法控制的問題。因此，閣下應防止閣下的密碼及信用卡資料未經授權的被查閱。在使用共用電腦時，請確保在使用後登出閣下的帳戶。
- 8.4. 在適用的中國內地法律規定的範圍內，我們將對個人信息的安全事件承擔責任。

9. 閣下如何行使閣下的個人信息主體權利

- 9.1. 閣下（或在適用的中國內地信息保護法律和法規允許的情況下，閣下的近親或閣下代表的未成年人士）有權根據適用的中國大陸信息保護法律和法規行使以下個人信息主體權利：

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- (a) 查閱、複製、（在閣下的個人信息不準確或不完整的情況下）更正及/或補充我們持有的閣下的個人信息;
- (b) 限制或拒絕我們對我們持有的閣下的個人信息進行處理;
- (c) （在處理目的已經或無法實現或不再必要的情況下，在我們停止提供服務或保存期已屆滿的情況下，在我們的處理過程中違反了適用法律或適用法律的其他要求的情況下）要求刪除或註銷我們持有的閣下的個人信息;
- (d) 撤回閣下對我們處理閣下的個人信息的同意;
- (e) 要求我們將閣下的個人信息轉移到另一個組織，如果該種轉移是適用法律所允許的; 以及
- (f) 解釋說明我們有關處理閣下的個人信息的規則。

9.2. 如果你想行使上述第 9.1 段的任何權利，請按以下方式聯繫我們：

聯絡人： 保障資料主任
位址： 太古地產有限公司
香港鰂魚涌
華蘭路 18 號
太古坊
港島東中心 64 樓
電郵地址： DPO@swireproperties.com

9.3. 我們將盡力使用適當的技術性措施，確保閣下能夠通過使用我們的服務行使上述個人信息主體查閱權。在處理閣下與閣下個人信息主體權利有關的請求時，我們可能要求閣下驗證閣下的身份，以保護閣下的帳戶安全。

9.4. 在相關法律和法規允許的範圍內，我們有權 (a) 拒絕不合理的要求（例如侵犯他人隱私的要求）；及 (b) 就處理上文第 9.1 段所載任何要求收取合理的成本費用。

- ☐ 我同意隱私政策及以下事項 *：
- ☐ 管理我及我監護下未成年人的敏感個人資料 *;
- ☐ 向位於我的通常居住地以外的接收方（如個人資料處理受託人及合作夥伴）提供我的個人資料*；及

*以上必須同意

- ☐ 使用我的個人資料向我提供直銷材料。

Signed by the Purchaser(s) 買方簽署

Name 姓名: _____

Date 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	22	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

Vendor's Information Form
賣方資料表格須提供的資料

1. Information to be given in vendor's information form

賣方資料表格須提供的資料

(a) the amount of the management fee that is payable for the specified residential property;

須就指明住宅物業支付的管理費用的款額；

Floor	Unit	Monthly Management Fee (HK\$)
22	A	\$8,585

(b) the amount of the Government rent (if any) that is payable for the specified residential property;

須就指明住宅物業繳付的地稅 (如有的話) 的款額；

- Annual Government Rent: HK\$62.00 for Section C of Sub-section 1 of Section A, Sub-section 1 of Section B of Subsection 1 of Section A, the Remaining Portion of Section B of Sub-section 1 of Section A, Sub-section 2 of Section A, Sub-section 3 of Section A and the Remaining Portion of Section A of Inland Lot No. 526. There has been no apportionment of Government rent for the specified residential property as at the date of printing of this form.

- 年度地稅：港幣62.00元（就內地地段第526號A分段第1小分段C段，內地地段第526號A分段第1小分段B段第1小分段，內地地段第526號A分段第1小分段B段餘段，內地地段第526號A分段第2小分段，內地地段第526號A分段第3小分段及內地地段第526號A分段餘段而言）。直至本表格印刷之日，尚未有為指明住宅物業分攤地稅。

(c) the name of the owners' incorporation (if any);

業主立案法團 (如有的話) 的名稱；

- Nil 沒有

(d) the name of the manager of the development;

發展項目的管理人的姓名或名稱；

- 8 Star Street (Management) Limited

(e) any notice received by the vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the development;

賣方自政府或管理處接獲的關乎該項目中的住宅物業的擁有人須分擔的款項的任何通知；

- Nil 沒有

(f) any notice received by the vendor from the Government or requiring the vendor to demolish or reinstate any part of the development;

賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將該項目的任何部分恢復原狀的任何通知；

- Nil 沒有

(g) any pending claim affecting the specified residential property that is known to the vendor.

賣方所知的影響指明住宅物業的任何待決的申索。

- Nil 沒有

Date of Printing: 14th March 2023

列印日期：2023 年 3 月 14 日

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	22	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：

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

1. The Government announced that the Stamp Duty Ordinance would be amended to adjust the value bands on which the ad valorem stamp duty ("AVD") at Scale 2 rates apply. The Government will introduce the Stamp Duty (Amendment) Bill 2023 (the Bill) into the Legislative Council to take forward the proposed adjustment. The Chief Executive has also made the Public Revenue Protection (Stamp Duty) Order 2023 (the Order) under the Public Revenue Protection Ordinance (Cap. 120) to give full force and effect of law to the Bill before its enactment. Pursuant to the Order, the new value bands are applicable to any instrument executed at 11 am on 22 February 2023 or thereafter for the sale and purchase or transfer of residential property or non-residential property that is subject to AVD at Scale 2 rates.

政府宣布將修訂《印花稅條例》，調整從價印花稅第 2 標準稅率的稅階。政府將向立法會提交《2023 年印花稅（修訂）條例草案》（《條例草案》）以落實該建議。行政長官亦已根據《公共收入保障條例》（第 120 章）作出《2023 年公共收入保障（印花稅）令》（《命令》），使《條例草案》在制定成法律前具有十足法律效力。根據《命令》，新稅階適用於任何在 2023 年 2 月 22 日上午 11 時或之後所簽立以買賣或轉讓住宅物業或非住宅物業而須按第 2 標準稅率予以徵收從價印花稅的文書。

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

2. 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 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

3. 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。

4. 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。
5. 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

6. If the Purchaser claims that the AVD at Scale 2 rates shall apply and/or buyer's stamp duty ("BSD") shall be exempted:-
如買方聲稱應適用以第 2 標準稅率計算的從價印花稅及/或應豁免買家印花稅：
- (a) The Purchaser or each of the Purchaser (as the case may be) shall make a statutory declaration (the "**Statutory Declaration**") (in the prescribed form) accompanied with a copy of your Hong Kong Identity Card(s).
買方或每名買方(視適用情況而定)須作出法定聲明(依照訂表格)及附上閣下的香港身分證副本。
- (b) The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors :-
買方承諾向賣方律師交付並促使其律師向賣方律師交付：
- (i) within 17 days from the date of the Agreement for Sale and Purchase, a certified true copy of the Statutory Declaration together with a duly completed Form IRSD 118 and other supporting documents which the Stamp Office may from time to time require;
and
在買賣合約訂立之日起 17 天內，「法定聲明」的認證副本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他證明文件；及
- (ii) within 1 month from the date of the Agreement for Sale and Purchase, a certified true copy of the Agreement for Sale and Purchase duly stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.
在買賣合約訂立之日起 1 個月內，一份已加蓋應付印花稅之買賣合約的認證副本，或印花證明書的認證副本，以證明已完全繳付買賣合約之印花稅。
7. 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

8. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us. 本人／我們確認及知悉，若本人／我們不能全數準時支付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，本人／我們須就此向賣方作出十足的彌償。
9. I/We understand that I/we shall be solely responsible for ascertaining whether I/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」。
10. I/We acknowledge and agree that I/we shall pay all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by me/us or any third party (if applicable) if I/we claim exemption from BSD or AVD at New Rate, as the case may be. 本人／我們知悉及同意，若本人／我們有意申請豁免「買家印花稅」或豁免以新稅率計算「從價印花稅」(視情況而定)，本人／我們須支付所有就該申請而必需由本人／我們或第三方(如適用)作出的「法定聲明」所涉及的法律費用及開銷。
11. I/We acknowledge that this document does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt. Whether the AVD at Scale 2 rates will be applicable to me/us and/or whether I/we shall be exempted for BSD is subject to the decision of the Collector of Stamp Revenue. 本文件不構成你們給予本人／我們任何意見或陳述。本人／我們明白如有疑問，本人／我們應徵詢專業人士之意見。印花稅署署長對於以第 2 標準稅率計算的「從價印花稅」是否適用於本人／我們及／或本人／我們是否可獲豁免「買家印花稅」有決定權。
12. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase. 本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。
13. The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail. 本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signed by the Purchaser(s) 買方簽署

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

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

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	22	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

Acknowledgement Letter regarding Chattels
關於實產的確認書

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	22	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				

- I /We hereby acknowledge that I am /we are aware of and understand that :-
本人/吾等確認本人/吾等明白：
 - I am/we are entitled to have the furniture, fittings and other chattels (“**Chattels**”) currently displayed at the Property on completion of the sale and purchase at no extra consideration. The items of the Chattels will be determined by the Vendor solely and I/we shall not be entitled to raise any objection thereto. A list of the Chattels is set out in the Schedule hereto for my/our reference. The Chattels will be handed over to me/us on completion of the sale and purchase of the Property in an “as is” condition, meaning, the condition of the Chattels is or will be as at the date of completion. No warranty or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect as regards the Chattels. In particular, no warranty or representation whatsoever is given as to the physical condition and state, quality or fitness of any of the Chattels or as to whether any of the Chattels is or will be in good working condition.
本人/吾等可於買賣完成時免費獲贈該物業內現有之傢具、裝置和其他實產(「**實產**」)，有關實產的項目將由賣方全權決定，本人/吾等沒有權利就實產的項目提出任何反對。實產的清單載於本確認書之附表，供本人/吾等參考。實產將於完成該物業之買賣時以「現狀」交予本人/吾等，「現狀」指實產於完成買賣當天之狀況。賣方或其代表不會就實產作出任何保證或陳述，更不會就實產之實際狀況、品質或適用性或任何實產是否有良好的效能作出任何保證或陳述。
 - I/we have been specifically requested by the Vendor to seek independent legal advice on the foregoing and I am/we are fully aware of the legal consequences thereof. Notwithstanding any other provisions contained in the Preliminary Agreement for Sale and Purchase or the Agreement for Sale and Purchase, I/we hereby (i) declare that I am/we are fully satisfied with and accepts in all respects the state, condition and finishes of the Chattels; and (ii) agrees to waive any requisitions and objection thereto and would not require any proof for giving of title by the Vendor in relation to any and all of the Chattels.
賣方特別要求本人/吾等就以上諮詢獨立的法律意見，本人/吾等充份明白以上的法律後果。儘管臨時買賣合約或買賣合約的其他條文，本人/吾等茲(i)聲明本人/吾等完全滿意並接受實產的狀態、狀況及物料；及(ii)同意免除任何相關的質詢及反對，以及不會就實產的任何及所有部份要求賣方任何業權的證明或給予業權。
- Nothing in this letter shall prejudice any rights of the Vendor under the Agreement for Sale and Purchase, whatsoever.
本確認書中的任何內容均不損害賣方在買賣合約下的任何權利。
- In the event of any conflict or discrepancy between the Chinese and English version of this letter, the English version shall prevail.
如本確認書之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Schedule
附表

List of the Chattels
實產清單

Furniture List 傢俱清單		QTY 數量
LIVING AREA 客廳	Pendant Lamp 吊燈	1
	Surface Mount Lighting 筒燈	4
	Table Lamp 檯燈	1
	Entry Bench and Cabinet 玄關長凳及矮櫃	1
	3-Seat Sofa 三座位沙發	1
	Lounge Chair 躺椅	1
	Coffee Table 茶几	1
	Bar Stool 高腳凳	2
	Bookshelf 書櫃	1
	TV 電視	1
	Mini Bar Wine Fridge 迷你酒櫃	1
DINING ROOM 飯廳	Pendant Lamp 吊燈	1
	Low Cabinet and Console Table 矮櫃及邊桌	1
	Dining Chair 餐椅	6
	Dining Table 餐檯	1
	TV 電視	1
BEDROOM 客房	Ceiling Lamp 頂燈	1
	Table Lamp 檯燈	1
	Ottoman 矮凳	1
	Wall Shelf 牆櫃	1
	Desk and Wardrobe 書檯及衣櫃	1
	Bed Frame with Mattress 床架及床褥	1
	Smart Mirror 智能鏡	1
MASTER BEDROOM 主人睡房	Ceiling Lamp 頂燈	1
	Bedside Reading Lamp 床頭燈	2
	Wardrobe 衣櫃	1
	Concealed Hydraulic Bed Base with Mattress 油壓床架及床褥	1
	Bedside Table 床頭櫃	2
	Wall Mirror 牆鏡	1
PRIVATE FLAT ROOF 私人平台	Floor Lamp 地燈	2

All existing lightings and chattels within the Property.
所有該物業內現有的燈飾及物品。

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	22	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

Declaration Regarding Intermediary
關於中介人的聲明

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	22	Unit 單位	A
Purchaser 買方				
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼				
Intermediary 中介人	Agency 公司名稱			
	Name of Agent 地產代理姓名			
	Contact Telephone No. 聯絡電話			
Licence Number 地產代理牌照號碼				
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)			

The Purchaser(s) and the Agent hereby confirm and declare to the Vendor as follows:
承購人及介紹人向賣方確認並作出下列聲明如下：

- The Vendor only recognises the Agent as a third party estate agent and the Agent acknowledges that its role is simply to introduce purchasers to the Vendor in the sale of units in EIGHT STAR STREET.
賣方只承認介紹人地產代理人身份而介紹人在此亦確認其身份只是介紹買家給賣方有關出售 EIGHT STAR STREET 單位。
- The Agent did not make and is not authorized by the Vendor to make any oral or written agreements or representations on behalf of the Vendor or to assume any responsibilities or liabilities on behalf of the Vendor and the Vendor is not and will not be liable in any way whatsoever to the Purchaser(s) or anyone for any such agreements or representations made by the Agent.
介紹人並無亦沒有被賣方授權或批許代賣方許下任何口頭或書面的協議或承諾或代賣方應允任何承擔或責任，賣方沒有亦不會在任何情況下代介紹人履行介紹人所作出的任何協議或承諾。
- The Vendor and its staff did not and will not collect directly or indirectly any fees or commission in addition to the purchase price of the Property from the Purchaser(s) or the Agent. If any person(s) claiming to be the staff of the Vendor demands any benefits (monetary or otherwise) from the Purchaser(s) in connection with sale and purchase of the Property, the Purchaser(s) should report the case to the Independent Commission Against Corruption (I.C.A.C.).
賣方及其公司職員並無亦不會直接或間接向承購人或介紹人收取樓價以外之任何費用或佣金。承購人如遇任何人仕以賣方僱員之名義在購買上述之單位時向其索取任何金錢或其他利益時，承購人應向廉政專員公署(I.C.A.C.) 舉報。

In the event of any conflict or discrepancy arising from the Chinese and English versions of this Agency Letter, the English version shall prevail.

如上述之英文及中文譯本有任何出入，一切以英文譯本為準。

Signed by the Purchaser(s) 買方簽署	Signed by the Intermediary 中介人簽署
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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

- i. 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

- ii. 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）。

- iii. 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。

- iv. 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。

- v. 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）。

- vi. 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.	Formal Agreement for Sale and Purchase 正式買賣合約 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> 備註 1 買方必須在簽署正式買賣合約時用銀行本票支付從價印花稅及買家印花稅(如適用)，本票抬頭請寫「孖士打律師行」	[see Note (a)] [見備忘錄(a)]	1. Land search fees and miscellaneous charges: \$500.00 土地註冊處查冊費及其他雜費: \$500.00 2. Cost on account: \$3,000.00 預付律師費: \$3,000.00 [See Note (a)(ii) 見備忘錄(a)(ii)] 3. #Registration fee: \$210.00 #登記費: \$210.00 4. Part of certified copy charges of title deeds: \$15,000.00 部份業權契據認證副本費用: \$15,000.00 5. 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 6. Plan fee for Agreement (subject to the final confirmation by the architect) (Please see Plan Fees schedule) 買賣合約圖則費(以則師最後收費為準) (請參閱圖則費目錄表) 7. Stamp Duty and Buyer's Stamp Duty: (Please see Note on Stamp Duty) 印花稅及買家印花稅: (請參閱印花稅須知) 8. Statutory Declaration to Stamp Office (if necessary): \$600.00 each 擬備印花稅署之法定聲明(如需要): 每份\$600.00
II.	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 Loan Amount: 貸款額 (i) not exceeding \$ 5,000,000.00 不超過\$5,000,000.00 (ii) between \$ 5,000,001.00 and \$7,500,000.00 \$5,000,001.00 至\$7,500,000.00 之間 (iii) between \$7,500,001.00 and \$10,000,000.00 \$7,500,001.00 至 \$10,000,000.00 之間 (iv) over \$10,000,000.00 超過\$10,000,000.00	[see Note (b) & (c)] [見備忘錄 (b)及 (c)] \$ 5,000.00 \$ 7,000.00 \$ 8,500.00 0.1% of Loan Amount	1. Land search fees and miscellaneous charges: \$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. #Adjudication fee for First Equitable Mortgage/First Mortgage (if applicable): \$50.00* 第一樓花按揭契及/或第一正式按揭契裁定費(若適用): \$50.00* 4. #Filing fee at Companies Registry (applicable to Corporate Purchaser only): \$340.00* #公司註冊處按揭登記費 (只適用於公司買家): \$340.00* 5. #Bankruptcy/winding up search fees: \$98.00 (each)* #個人破產/公司清盤查冊費: \$98.00 (每人/每間公司)* 6. Company search fees (applicable to Corporate Purchaser only): \$200.00* 公司查冊費(只適用於公司買家): \$200.00*

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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) Please see Plan Fees Schedule 樓契圖則費 (以則師最後收費為準) (請參閱圖則費目錄表) 4. Certified copies charges for remaining (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
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* 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.
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。

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- (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按人(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 1st Equitable Mortgage /1st Mortgage 第一樓花按揭/第一按揭擔保書 (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	\$3,000.00 each 每份 \$3,000.00 \$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 (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)	\$10,000.00 \$5,000.00
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

2 Bedroom and 3 Bedroom Units: Unit A of 10th, 18th to 22nd Floors
\$2,600 per unit

兩房及三房單位: 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 Government announced that the Stamp Duty Ordinance would be amended to adjust the value bands on which the ad valorem stamp duty (“AVD”) at Scale 2 rates apply. The Government will introduce the Stamp Duty (Amendment) Bill 2023 (the Bill) into the Legislative Council to take forward the proposed adjustment. The Chief Executive has also made the Public Revenue Protection (Stamp Duty) Order 2023 (the Order) under the Public Revenue Protection Ordinance (Cap. 120) to give full force and effect of law to the Bill before its enactment. Pursuant to the Order, the new value bands are applicable to any instrument executed at 11 am on 22 February 2023 or thereafter for the sale and purchase or transfer of residential property or non-residential property that is subject to AVD at Scale 2 rates.

政府宣布將修訂《印花稅條例》，調整從價印花稅第 2 標準稅率的稅階。政府將向立法會提交《2023 年印花稅（修訂）條例草案》（《條例草案》）以落實該建議。行政長官亦已根據《公共收入保障條例》（第 120 章）作出《2023 年公共收入保障（印花稅）令》（《命令》），使《條例草案》在制定成法律前具有十足法律效力。根據《命令》，新稅階適用於任何在 2023 年 2 月 22 日上午 11 時或之後所簽立以買賣或轉讓住宅物業或非住宅物業而須按第 2 標準稅率予以徵收從價印花稅的文書。

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 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 \$3,000,000	HK\$100
(b) \$3,000,001 to \$3,528,240	HK\$100 + 10% of the excess over HK\$3,000,000
(c) \$3,528,241 to \$4,500,000	1.5%
(d) \$4,500,001 to \$4,935,480	HK\$67,500 + 10% of the excess over HK\$4,500,000
(e) \$4,935,481 to \$6,000,000	2.25%
(f) \$6,000,001 to \$6,642,860	HK\$135,000 + 10% of the excess over HK\$6,000,000
(g) \$6,642,861 to \$9,000,000	3.00%
(h) \$9,000,001 to \$10,080,000	HK\$270,000 + 10% of the excess over HK\$9,000,000
(i) \$10,080,001 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%

Annex 11
附件 11

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，才能夠做好把關的工作，協助政府打擊清洗黑錢和恐怖分子融資活動。

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

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

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

常見問題

香港律師會為何要求律師向客戶索取有關身份證明及核實資料？

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

除身份證明文件外，律師還會進一步索取其他資料嗎？

律師將根據交易性質進行查證工作。例如辦理樓宇買賣時，律師可能提出以下問題：

- 交易目的為何？

- 如將來的物業持有人並非客戶本人，雙方的關係是什麼？

- 資金的來源是什麼？

如果是較複雜或金額不尋常的交易，客戶可能需要提供進一步資料。

何謂「可疑交易」？

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

- 身份不明
- 不尋常的指示
- 不尋常的結算要求

我可否拒絕提供資料？

假如客戶未能提供所需資料，律師可能會拒絕或停止為該客戶服務。

律師將如何處理我所提供的資料？資料會否保密？會否轉交第三者？

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

身份不明 ☒

不尋常的指示 ☐

不尋常的結算要求 ☐



你我攜手為香港把關 Gatekeeping for HK SAR

配合香港履行打擊清洗黑錢之國際責任
你的支持不可少

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

No Money
嚴禁清洗黑錢
Laundering