

Tender Document No. [10]
招標文件第[10]號

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of the properties in

ONE STANLEY

(being the properties as set out in the Sales Arrangements (as defined in the Tender Notice), unless previously withdrawn or sold)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 “**Public Tender For ONE STANLEY**” placed at the Sales Office (as defined in the Tender Notice) in a plain envelope and clearly marked “**ONE STANLEY**”.

Vendor: **K Wise Limited**
17th Floor, China Building, No. 29 Queen's Road Central, Central, Hong Kong

Vendor's solicitors: **Mayer Brown**
18th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong
Mr. Wayne Cheng (Fax: 2103 5938)

Vendor's agent: **K&K Real Estate Agency Limited**
17th Floor, China Building, No. 29 Queen's Road Central, Central, Hong Kong
Enquiry Hotline: 2858 8833

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

ONE STANLEY

(即賣方發出的銷售安排(定義見招標公告)內之物業，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「**ONE STANLEY**」，放入位於售樓處(定義見招標公告)擺放的標示為「**ONE STANLEY 公開招標**」的投標箱內。

賣方： 堅維有限公司
香港中環皇后大道中 29 號華人行 17 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
鄭國偉律師 (傳真：2103 5938)

賣方代理人： 建灝地產代理有限公司
香港中環皇后大道中 29 號華人行 17 樓
查詢熱線：2858 8833

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) working day after the closing of tender (both dates inclusive);
“ Agreement ”	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 3 of the Other Terms and Conditions of the Preliminary Agreement;
“ Development ”	means ONE STANLEY, No. 128 Wong Ma Kok Road, Hong Kong;
“ Letter of Acceptance ”	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice;
“ Offer Form ”	means the Offer Form set out in Part 2 of this Tender Document;
“ Preliminary Agreement ”	means the preliminary agreement for sale and purchase of the Property set out in Annex 1;
“ Property ”	means, if and when this Tender Document is accepted by the Vendor, the Tendered Property;
“ Property for Tender ”	means all or any of the properties as set out in the Sales Arrangements;
“ Purchase Price ”	means, if and when this Tender Document is accepted by the Vendor, the Tender Price;
“ Purchaser ”	means the successful Tenderer whose tender in respect of the Tendered Property is accepted by the Vendor;
“ Sales Arrangements ”	means any Information on Sales Arrangements issued by the Vendor for ONE STANLEY (as the same may be revised by the Vendor from time to time);
“ Sales Office ”	means 21/F, 21 Ashley, No. 21 Ashley Road, Tsim Sha Tsui, Kowloon;
“ Tender Closing Date ”	means, in respect of each Property for Tender, the tender closing date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;
“ Tender Commencement Date ”	means, in respect of each Property for Tender, the tender commencement date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;
“ Tender Document ”	means this Tender Document (comprising Part 1, Part 2 and the Annex);
“ Tender Notice ”	means the Tender Notice set out in Part 1 of this Tender Document;
“ Tender Period ”	means, in respect of each Property for Tender, the period between the Tender Commencement Date and Tender Closing Date;

“ Tender Price ”	means the price tendered for the Tendered Property as specified in the Schedule to the Offer Form;
“ Tendered Property ”	means the properties as specified in the Schedule to the Offer Form;
“ Tenderer ”	means the person who is specified in the Schedule to the Offer Form as the tenderer;
“ Vendor ”	means K Wise Limited; and
“ Vendor’s solicitors ”	means Messrs. Mayer Brown.

2. **Procedures of Tender**

- 2.1 The Vendor invites tenders for the purchase of the Property for Tender on the terms and conditions contained in this Tender Document.
- 2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
- 2.3 The Vendor reserves the right to, at any time before the Tender Closing Date, accept any tender submitted.
- 2.4 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Property for Tender from sale or to sell or dispose all or any of the Property for Tender or any part thereof to any person by any method (including without limitation private treaty, tender and auction).
- 2.5 The Vendor reserves the right to adjust the Tender Closing Date and time of the tender of any of the Property for Tender. Any adjustment of the Tender Closing Date and time will be posted at the Sales Office. The Vendor is not obliged to separately notify the Tenderers of such adjustment.
- 2.6 Tenderers should note the Vendor’s solicitors do not act for any Tenderer in the process of this tender.
- 2.7 If the Tenderer has indicated on the Schedule to the Offer Form to purchase more than one (1) Property for Tender :-
- (a) he/she/it must fill in one lump sum Tender Price for all such Tendered Property in the Schedule to the Offer Form; and
 - (b) this Tender Document is deemed to be submitted on the basis that the Vendor will accept the tender for the purchase of **ALL** such Tendered Property together and the Purchaser will be required to sign only one (1) Agreement covering all such Tendered Property.
- 2.8 A tender must be:-
- (a) made in the form of this Tender Document with the Offer Form (Part 2 of the Tender Document) duly completed and signed. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form;**
 - (b) accompanied with the following documents:-
 - (i) Cashier order(s) and/or cheque(s)

One or more cashier order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance and/or cheque(s) in the amount equal to **5%** of the Tender Price for the Tendered Property, such sum being the **preliminary deposit** for the tender, made payable to “**MAYER BROWN**”.
 - (ii) Tenderer’s identification document

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

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

(iii) Intermediary's licence (if applicable)

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

(iv) Documentary proof of Close Relative relationship (if applicable)

If the Tenderer's Close Relative(s) has submitted Related Tender(s), copies of documentary proof (e.g. ID card, birth certificate, marriage certificate, etc.) of Close Relative relationship.

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

- (1) Preliminary Agreement for Sale and Purchase (**in duplicate**)
- (2) Warning to Purchasers
- (3) Vendor's Information Form
- (4) Confirmation on Relationship with Vendor
- (5) (For Tenderers with Intermediary only) Declaration Regarding Intermediary
- (6) (For Tenderers without Intermediary only) Declaration Regarding No Intermediary
- (7) Acknowledgement Letter Regarding Stamp Duty
- (8) Letter regarding "Ad Valorem Stamp Duty" Benefit
- (9) Acknowledgement Letter for Viewing of Property
- (10) Acknowledgement Letter Regarding Financing Plans
- (11) Acknowledgement Letter regarding "Early Occupation Benefit"
- (12) Acknowledgement Letter regarding "Early Settlement Cash Rebate"
- (13) Acknowledgement Letter Regarding Parking Space
- (14) Letter regarding First 3 Years Warranty Offer
- (15) Authorization Letter Authorizing Estate Agent to Collect Documents
- (16) Personal Information Collection Statement

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

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

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

The tender of the Property for Tender will proceed in accordance with the Sales Arrangements irrespective of whether any tropical cyclone warning signal or any rainstorm warning signal is in effect at any time on any date of sale.

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

2.10 (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal.

- (b) If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.
 - (c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of letter regarding the acceptance of tender and return of cashier order(s) and/or cheque(s).
- 2.11 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Document, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.
- (b) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK\$1.00 upon receipt of a written demand from him prior to the submission of his tender.

3. Acceptance of Tender

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Tendered Property.
- 3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the “**Letter of Acceptance**”) personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.
- 3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor’s solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for inspection during the Tender Period at the Sales Office. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments. Where the Property comprises more than one (1) property, (a) the Purchaser will sign only one (1) Agreement covering all of the Property; and (b) the Vendor will not and is not obliged to apportion the Purchase Price for each of the Property.
- 3.4 (a) In the event that the Purchaser intends to execute the Agreement by his/her attorney on his/her behalf :-
- (i) the Vendor's solicitors will not act for the Purchaser in the sale and purchase of the Property and the Purchaser shall instruct his/her own solicitors to act for him/her; and
 - (ii) the relevant power of attorney is required to be approved by the Vendor.
- (b) All loan applications made to the Vendor’s designated financing company, loan documents and ancillary documents (collectively the “**Loan Documents**”) shall be signed by the Purchaser personally. No attorney can be accepted for the purpose of signing the Loan Documents.

4. Miscellaneous

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property for Tender and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property. All enquiries should be directed to the Vendor’s agent, K&K Real Estate Agency Limited, of 17th Floor, China Building, No. 29 Queen's Road Central, Central, Hong Kong (Enquiry Hotline: 2858 8833).
- 4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor’s agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed

to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.

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

[End of Part 1: Tender Notice]

第 1 部份：招標公告

1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「發展項目」	指香港黃麻角道 128 號 ONE STANLEY；
「承約期間」	指由遞交投標書的招標開始日期至招標截止日期後的第 14 個工作日(包括首尾兩日)的期間；
「正式合約」	指賣方與買方根據臨時合約其他條款及細則第 4 條擬簽訂的該物業的正式買賣合約；
「臨時合約」	指本招標文件附件 1 的臨時買賣合約；
「接納書」	指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知；
「要約表格」	指本招標文件第 2 部份的要約表格；
「該物業」	指如果及一旦本招標文件獲得賣方接納時的該投標物業；
「該招標物業」	指銷售安排內列出的所有或任何物業；
「樓價」	指如果及一旦本招標文件獲得賣方接納時的投標價；
「買方」	指中標者，其對該投標物業的投標書獲得賣方接納；
「銷售安排」	指賣方發出的 ONE STANLEY 的任何銷售安排(及賣方不時對其作出的修改)；
「售樓處」	指九龍尖沙嘴亞士厘道 21 號亞士厘 21 21 樓；
「招標截止日期」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標截止日期及時間；
「招標開始日期」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標開始日期及時間；
「招標文件」	指本招標文件(由第 1 部份、第 2 部份及附件組成)；
「招標公告」	指本招標文件第 1 部份的招標公告；
「招標期間」	就每一個該招標物業而言，指招標開始日期至招標截止日期的期間；
「投標價」	指要約表格的附表中訂明投購該投標物業的價格；
「該投標物業」	指要約表格的附表中訂明的物業；
「投標者」	指要約表格的附表中訂明為投標者的人士；
「賣方」	指堅維有限公司；及
「賣方律師」	指孖士打律師行。

2. 招標程序

- 2.1 賣方現按照載於本招標文件的條款及細則招標承投購買該招標物業。
- 2.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.3 賣方保留權利在招標截止日期之前的任何時間接受任何已遞交之投標書。
- 2.4 賣方保留權利在接受任何投標書之前的任何時間撤回全部或任何該招標物業不予出售，或將全部或任何該招標物業或其任何部份以任何方法(包括但不限於私人協約、投標及拍賣)售予任何人。
- 2.5 賣方保留權利更改任何該招標物業的招標截止日期及時間。任何更改招標截止日期的通知會張貼於售樓處。賣方無須就該等更改另行通知投標者。
- 2.6 投標者須注意賣方律師在本招標過程中不代表任何投標者。
- 2.7 如果投標者在要約表格的附表中已顯示購買超過一個該招標物業：
- (a) 他／她／它必須在要約表格的附表中一筆過填寫全部該投標物業的投標價；及
 - (b) 本招標文件當作基於賣方將會接納一併購買全部該投標物業的投標，以及買方只須簽署一份包括全部該投標物業的正式合約。
- 2.8 投標書必須：
- (a) 採用本招標文件之格式，並填妥及簽署要約表格(即本招標文件的第 2 部分)。**請填妥及簽署要約表格的英文文本或要約表格的中文文本；**
 - (b) 連同以下文件：
 - (i) 銀行本票及／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，金額為該投標物業的投標價的 **5%**，該金額須作為投標的**臨時訂金**，抬頭寫「**孖士打律師行**」。
 - (ii) 投標者的身份證明文件

如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。

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

投標者委託的地產經紀的牌照複印本。
 - (iv) 近親關係的證明文件(如適用)

如投標者的近親已遞交相關投標書，近親關係的證明文件(例如：身份證、出世紙、結婚證書等)副本。
 - (v) 由投標者填妥並簽署的附件的文件
 - (1) 臨時買賣合約(一式兩份)

- (2) 對買方的警告
- (3) 賣方資料表格
- (4) 有關與賣方之關係確認書
- (5) (只適用於有中介人的投標者) 關於中介人的聲明
- (6) (只適用於無中介人的投標者) 關於並無中介人的聲明
- (7) 關於印花稅的確認書
- (8) 關於「從價印花稅」優惠的信件
- (9) 關於參觀物業確認函
- (10) 關於財務計劃的確認信
- (11) 先住後付優惠確認函
- (12) 提前付清樓價現金回贈確認函
- (13) 停車位確認函
- (14) 關於首 3 年保修優惠的信件
- (15) 授權地產代理領取文件之授權書
- (16) 個人資料收集聲明

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

即使於任何招標日期及任何時間內有任何熱帶氣旋警告信號或任何暴雨警告信號生效，該招標物業的招標會繼續按銷售安排進行。

- 2.9 在賣方對收到的投標書作出決定前，所有銀行本票及／或支票不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票及／或支票將視作臨時訂金，以支付樓價的部份款項。所有其他銀行本票及／或支票將於承約期間屆滿後起計 14 日內，按投標書所載地址以專人送達、或通過郵遞方式退還予落選投標者。
- 2.10 (a) 投標者須親身簽署要約表格及其他文件(如投標者為公司，須由其董事簽署)，並視作為主事人。
- (b) 投標者如為公司，須於要約表格中清楚註明(除其他資料外)其聯絡人姓名、電話及傳真號碼。
- (c) 要約表格中指明的香港通訊地址將會是收取接受投標書信函及退回銀行本票及／或支票的地址。
- 2.11 (a) 作為賣方招標及下文(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臨時合約所載的條款及條件，隨時接納投標。投標書根據本招標公告的程序一經遞交，投標者即不可撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。
- (b) 作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。

3. 接納投標

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

- 3.3 在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式的正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於招標期間在售楼處審閱。為免疑問，買方將被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。如該物業由多個一個物業組成，(a) 買方只須簽署一份包括全部該物業的正式合約，及(b)賣方不會及無責任為每一個該物業的樓價進行分攤。
- 3.4 (a) 如買方有意以其授權人代表其簽署正式合約：-
- (i) 賣方律師將不會於買賣該物業事宜中代表買方，買方須另聘律師作為其代表；及
 - (ii) 相關授權書須由賣方事先批准。
- (b) 所有向賣方之指定財務機構作出的貸款申請、貸款文件及附帶文件(統稱「貸款文件」)須由買方親身簽署。以授權人簽署貸款文件不會被接受。

4. 其他事項

- 4.1 投標者宜注意，賣方只會回答關於該招標物業的一般問題，而不會就本招標文件或關於該物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方的代理人**建灝地產代理有限公司**，地址為香港中環皇后大道中 29 號華人行 17 樓 (查詢熱線: 2858 8833)。
- 4.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作為或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。
- 4.3 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件任何種類的改動及/或增加，該投標書將被視為不符合規定的投標書。
- 4.4 如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

[第 1 部份：招標公告完]

PART 2: 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 Preliminary Agreement.

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

2. Binding agreement if offer is accepted

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

3. Address for receipt of Letter of Acceptance

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

4. Declarations, representations and warranties

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

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

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

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

**TENDERER MUST
COMPLETE THIS PAGE**

Schedule to the Offer Form

(To be completed by the Tenderer)

<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

<i>Section 2 – Tendered Property</i>					
	House No.	Unit			Residential Car Parking Space No.
		Block	Floor	Unit	
1.					
2.					

<i>Section 3 – Tender Price</i>			
Tender price (HK\$)			
Cashier order	Amount (HK\$)	Bank	Cashier order no.
Cheque	Amount (HK\$)	Bank	Cheque no.

Section 4 – Payment plan

The Tenderer must choose one of the following payment plans (*†please tick one payment plan only*).

If the Tendered Property comprises more than one (1) property, the Tenderer must choose the same payment plan for all the Tendered Property. For details of the gifts, financial advantage or benefits, please refer to Annex 17.

†

(A) 120 Immediate Mortgage Payment Plan

(I) 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).
- [5]% of the Purchase Price, being the further deposit shall be paid within [30] days from the date of the Letter of Acceptance.
- [-]% of the Purchase Price, being the further deposit shall be paid within [-] days from the date of the Letter of Acceptance.
- [-]% of the Purchase Price, being the further deposit shall be paid within [-] days from the date of the Letter of Acceptance.
- [-]% of the Purchase Price, being the further deposit shall be paid within [-] days from the date of the Letter of Acceptance.
- [-]% of the Purchase Price, being the further deposit shall be paid within [-] days from the date of the Letter of Acceptance.
- [90]% of the Purchase Price, being the balance of the Purchase Price, shall be paid within [120] days from the date of the Letter of Acceptance.

(II) List of gifts, financial advantage or benefits

1. “Ad Valorem Stamp Duty” Benefit
2. Loan Offer
 - (a) Standby Second Mortgage Loan (only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))
3. First 3 Years Warranty Offer

†

(B) 240 Immediate Mortgage Payment Plan

(I) 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).
- [5]% of the Purchase Price, being the further deposit shall be paid within [30] days from the date of the Letter of Acceptance.

†□	<ul style="list-style-type: none"> • [-]% of the Purchase Price, being the further deposit shall be paid within [-] days from the date of the Letter of Acceptance. • [-]% of the Purchase Price, being the further deposit shall be paid within [-] days from the date of the Letter of Acceptance. • [-]% of the Purchase Price, being the further deposit shall be paid within [-] days from the date of the Letter of Acceptance. • [-]% of the Purchase Price, being the further deposit shall be paid within [-] days from the date of the Letter of Acceptance. • [90]% of the Purchase Price, being the balance of the Purchase Price, shall be paid within [240] days from the date of the Letter of Acceptance. <p><u>(II) List of gifts, financial advantage or benefits</u></p> <ol style="list-style-type: none"> 1. “Ad Valorem Stamp Duty” Benefit 2. Early Settlement Cash Rebate 3. Loan Offer <ul style="list-style-type: none"> (a) Standby Second Mortgage Loan (only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)) 4. First 3 Years Warranty Offer <p>(C) 360 Immediate Mortgage Payment Plan</p> <p><u>(I) Terms of Payment</u></p> <ul style="list-style-type: none"> • 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). • [5]% of the Purchase Price, being the further deposit shall be paid within [30] days from the date of the Letter of Acceptance. • [5]% of the Purchase Price, being the further deposit shall be paid within [90] days from the date of the Letter of Acceptance. • [-]% of the Purchase Price, being the further deposit shall be paid within [-] days from the date of the Letter of Acceptance. • [-]% of the Purchase Price, being the further deposit shall be paid within [-] days from the date of the Letter of Acceptance. • [-]% of the Purchase Price, being the further deposit shall be paid within [-] days from the date of the Letter of Acceptance. • [85]% of the Purchase Price, being the balance of the Purchase Price, shall be paid within [360] days from the date of the Letter of Acceptance. <p><u>(II) List of gifts, financial advantage or benefits</u></p> <ol style="list-style-type: none"> 1. “Ad Valorem Stamp Duty” Benefit
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†□	<p>2. Early Settlement Cash Rebate</p> <p>3. Loan Offer</p> <p style="padding-left: 40px;">(a) Standby Second Mortgage Loan (only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))</p> <p>4. First 3 Years Warranty Offer</p> <p>(D) 360 Early Occupation Payment Plan</p> <p><u>(I) Terms of Payment</u></p> <ul style="list-style-type: none"> • 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). • [5]% of the Purchase Price, being the further deposit shall be paid within [30] days from the date of the Letter of Acceptance. • [5]% of the Purchase Price, being the further deposit shall be paid within [90] days from the date of the Letter of Acceptance. • [-]% of the Purchase Price, being the further deposit shall be paid within [-] days from the date of the Letter of Acceptance. • [-]% of the Purchase Price, being the further deposit shall be paid within [-] days from the date of the Letter of Acceptance. • [-]% of the Purchase Price, being the further deposit shall be paid within [-] days from the date of the Letter of Acceptance. • [85]% of the Purchase Price, being the balance of the Purchase Price, shall be paid within [360] days from the date of the Letter of Acceptance. <p><u>(II) List of gifts, financial advantage or benefits</u></p> <ol style="list-style-type: none"> 1. “Ad Valorem Stamp Duty” Benefit 2. Early Occupation Benefit 3. Early Settlement Cash Rebate 4. Loan Offer <ul style="list-style-type: none"> (a) Standby Second Mortgage Loan (only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)) 5. First 3 Years Warranty Offer
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Section 5 – Submission checklist

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

1. Tender Document with the Offer Form completed and signed
2. Cashier order(s) and /or cheque(s)
3. Tenderer's identification documents
4. Intermediary's licence (if applicable)
5. Documentary proof of close relative relationship (if applicable)
6. Documents in Annex, duly signed and completed by the Tenderer:
 - (1) Preliminary Agreement for Sale and Purchase (undated and in duplicate)
 - (2) Warning to Purchasers (undated)
 - (3) Vendor's Information Form (undated)
 - (4) Confirmation on Relationship with Vendor (undated)
 - (5) (For Tenderers with Intermediary only) Declaration Regarding Intermediary (undated)
 - (6) (For Tenderers without Intermediary only) Declaration Regarding No Intermediary (undated)
 - (7) Acknowledgement Letter Regarding Stamp Duty (undated)
 - (8) Letter regarding "Ad Valorem Stamp Duty" Benefit (undated)
 - (9) Acknowledgement Letter for Viewing of Property (undated)
 - (10) Acknowledgement Letter Regarding Financing Plans (undated) (if applicable)
 - (11) Acknowledgement Letter regarding "Early Occupation Benefit" (undated) (if applicable)
 - (12) Acknowledgement Letter regarding "Early Settlement Cash Rebate" (undated) (if applicable)
 - (13) Acknowledgment Letter Regarding Parking Space (undated) (if applicable)
 - (14) Letter Regarding First 3 Years Warranty Offer (undated)
 - (15) Authorization Letter Authorizing Estate Agent to Collect Documents (undated)
 - (16) Personal Information Collection Statement (undated)

Section 6 – 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.
- 6.

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

Section 7 – Signature of the Tenderer and witness

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

(Note: The Offer Form must be signed by ALL of the Tenderers if there 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 2: Offer Form]
[End of the Tender Document]

第 2 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，並受本招標文件及臨時合約的條款及細則所約束。

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

2. 如要約獲接納將構成有效協議

本人／我們同意及聲明，如本投標書獲賣方接納，則在正式合約簽署之前，本招標文件(連同賣方的書面承約)及賣方與買方簽訂的臨時合約構成本人／我們與賣方之間按照招標文件訂立的一份具約束力的協議。

3. 收取接納書的地址

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

4. 聲明、陳述及保證

本人／我們現聲明、陳述及保證如下：

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

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

要約表格的附表

(由投標者填寫)

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

第2節 – 投標物業					
	洋房編號	分層單位			住宅停車位號碼
		座數	樓層	單位	
1.					
2.					

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

第 4 節 – 支付辦法

投標者須選擇下列其中一種付款計劃。(†請只剔一種付款計劃)

如投標物業有多於一個物業，投標者須就全部投標物業選擇相同的付款計劃。有關贈品、財務優惠或利益的詳情，請參閱附件 8。

†

(A) 120 天即供付款計劃

(I) 支付條款

- 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。
- 樓價的[5]%為加付訂金，於接納書的日期的[30]日內支付。
- 樓價的[-]%為加付訂金，於接納書的日期的[-]日內支付。
- 樓價的[-]%為加付訂金，於接納書的日期的[-]日內支付。
- 樓價的[-]%為加付訂金，於接納書的日期的[-]日內支付。
- 樓價的[-]%為加付訂金，於接納書的日期的[-]日內支付。
- 樓價的[90]%為樓價餘款，於接納書的日期的[120]日內支付。

(II) 贈品、財務優惠或利益的列表

1. 「從價印花稅」優惠
2. 貸款優惠
 - (a) 備用第二按揭貸款(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)
3. 首 3 年保修優惠

†

(B) 240 天即供付款計劃

(I) 支付條款

- 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。
- 樓價的[5]%為加付訂金，於接納書的日期的[30]日內支付。
- 樓價的[-]%為加付訂金，於接納書的日期的[-]日內支付。
- 樓價的[-]%為加付訂金，於接納書的日期的[-]日內支付。
- 樓價的[-]%為加付訂金，於接納書的日期的[-]日內支付。
- 樓價的[-]%為加付訂金，於接納書的日期的[-]日內支付。
- 樓價的[90]%為樓價餘款，於接納書的日期的[240]日內支付。



(II) 贈品、財務優惠或利益的列表

1. 「從價印花稅」優惠
2. 提前付清樓價現金回贈
3. 貸款優惠
 - (a) 備用第二按揭貸款(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)
4. 首 3 年保修優惠

(C) 360 天即供付款計劃

(I) 支付條款

- 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。
- 樓價的[5]%為加付訂金，於接納書的日期的[30]日內支付。
- 樓價的[5]%為加付訂金，於接納書的日期的[90]日內支付。
- 樓價的[-]%為加付訂金，於接納書的日期的[-]日內支付。
- 樓價的[-]%為加付訂金，於接納書的日期的[-]日內支付。
- 樓價的[-]%為加付訂金，於接納書的日期的[-]日內支付。
- 樓價的[85]%為樓價餘款，於接納書的日期的[360]日內支付。

(II) 贈品、財務優惠或利益的列表

1. 「從價印花稅」優惠
2. 提前付清樓價現金回贈
3. 貸款優惠
 - (a) 備用第二按揭貸款(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)
4. 首 3 年保修優惠



(D) 360 天先住後付付款計劃

(I) 支付條款

- 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。
- 樓價的[5]%為加付訂金，於接納書的日期的[30]日內支付。

- 樓價的[5]%為加付訂金，於接納書的日期的[90]日內支付。
- 樓價的[-]%為加付訂金，於接納書的日期的[-]日內支付。
- 樓價的[-]%為加付訂金，於接納書的日期的[-]日內支付。
- 樓價的[-]%為加付訂金，於接納書的日期的[-]日內支付。
- 樓價的[85]%為樓價餘款，於接納書的日期的[360]日內支付。

(II) 贈品、財務優惠或利益的列表

1. 「從價印花稅」優惠
2. 先住後付優惠
3. 提前付清樓價現金回贈
4. 貸款優惠
 - (a) 備用第二按揭貸款(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)
5. 首3年保修優惠

第5節 – 遞交清單

以下文件連同本招標文件遞交(詳情見招標公告第 2.8 段)：

1. 招標文件及要約表格已填妥及簽署
2. 銀行本票及/或支票
3. 投標者的身份證明文件
4. 中介人的牌照(如適用)
5. 近親關係的證明文件(如適用)
6. 由投標者填妥並簽署的附件的文件：
 - (1) 臨時買賣合約(未有填上日期及一式兩份)
 - (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) 有關與賣方之關係確認書(未有填上日期)
 - (5) (只適用於有中介人的投標者) 關於中介人的聲明(未有填上日期)
 - (6) (只適用於無中介人的投標者) 關於並無中介人的聲明(未有填上日期)
 - (7) 關於印花稅的確認書(未有填上日期)
 - (8) 關於「從價印花稅」優惠的信件(未有填上日期)(如適用)
 - (9) 關於參觀物業確認函(未有填上日期)
 - (10) 關於財務計劃的確認信(未有填上日期)(如適用)
 - (11) 先住後付優惠確認函(未有填上日期)(如適用)
 - (12) 提前付清樓價現金回贈確認函(未有填上日期)(如適用)
 - (13) 停車位確認函(未有填上日期)(如適用)
 - (14) 關於首 3 年保修優惠的信件(未有填上日期)
 - (15) 授權地產代理領取文件之授權書(未有填上日期)
 - (16) 個人資料收集聲明(未有填上日期)

第6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.		

第7節 – 投標者及見證人的簽署

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

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

投標者簽署：

見證人簽署：

X

X

獲授權人士的名稱(如投標者為公司)：

見證人名稱：

日期：

[第2部份：要約表格完]

[招標文件完]

附件
Annex

(附件不屬於招標文件的一部份。然而，投標者須簽署以下標有“#”號的文件並連同招標文件一併遞交及（如適用）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 and (if applicable) documents marked with “” should be signed and submitted together with the Tender Document.)*

1. 臨時買賣合約 (一式兩份) #
Preliminary Agreement for Sale and Purchase (in duplicate) #
2. 對買方的警告 #
Warning to Purchasers #
3. 賣方資料表格 #
Vendor's Information Form #
4. 有關與賣方之關係確認書 #
Confirmation on Relationship with the Vendor #
5. (只適用於有中介人的投標者) 關於中介人的聲明 *
(For Tenderer with Intermediary only) Declaration Regarding Intermediary *
6. (只適用於無中介人的投標者) 關於並無中介人的聲明 *
(For Tenderer without Intermediary only) Declaration Regarding No Intermediary*
7. 關於印花稅的確認書 #
Acknowledgement Letter Regarding Stamp Duty #
8. 關於「從價印花稅」優惠的信件 #
Letter regarding “Ad Valorem Stamp Duty” Benefit #
9. 關於參觀物業確認函 #
Acknowledgement Letter for Viewing of Property #
10. 關於財務計劃的確認信 *
Acknowledgement Letter Regarding Financing Plans *
11. 先住後付優惠確認函 *
Acknowledgement Letter regarding “Early Occupation Benefit” *
12. 提前付清樓價現金回贈確認函 *
Acknowledgement Letter regarding “Early Settlement Cash Rebate” *
13. 停車位確認函 *
Acknowledgment Letter Regarding Parking Space *
14. 關於首3年保修優惠的信件 #
Letter Regarding First 3 Years Warranty Offer #
15. 授權地產代理領取文件之授權書 #
Authorization Letter Authorizing Estate Agent to Collect Documents #
16. 個人資料收集聲明 #
Personal Information Collection Statement #
17. 贈品、財務優惠或利益的列表
List of gifts, financial advantage or benefits
18. 律師收費表
Legal fees
19. 嚴禁清洗黑錢宣傳單張
“Keep Money Laundering Away from Hong Kong” Leaflet

Company Address and tel no. 公司地址電話
17th Floor, China Building,
29 Queen's Road Central, Central, Hong Kong
香港中環皇后大道中 29 號 華人行 17 樓
Tel No. 電話: (852) 2399 7680

ONE STANLEY

Purchase Date 購買日期: _____
Agreement No. 合約號碼: _____

PRELIMINARY AGREEMENT FOR SALE AND PURCHASE ("Preliminary Agreement") 臨時買賣合約 ("臨時合約")

The Vendor agrees to sell and the Purchaser agrees to purchase the Property upon the following terms and conditions and the "Other Terms and Conditions": -
賣方及買方同意根據以下條款及條件及「附帶條款及條件」出售及購買以下所述之本物業:-

Vendor 賣方: K WISE LIMITED 堅維有限公司	Vendor's solicitors 賣方之代表律師: Mayer Brown 孖士打律師行 Tel 電話: 2843 2211 Fax 傳真: 2845 9121 Address 地址: 18 th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong 香港中環遮打道十號太子大廈十八樓
Purchaser(s)'s Name 買方姓名 [H.K.I.D. Card No. / Passport No. / Business Registration No. 香港身份證號碼/護照號碼/商業登記證號碼] (for corporate purchaser) (適用於買方為公司) Director(s)'s Name 董事名稱 [H.K.I.D. Card No. / Passport No. 香港身份證號碼/護照號碼]	
Telephone No. 電話號碼: Address 地址:	Contact Person 聯絡人:
Name and Address of the Development 發展項目名稱及地址: One Stanley No.128 Wong Ma Kok Road, Stanley, Hong Kong 香港赤柱黃麻角道 128 號	
Property 物業:	
(a) 洋房編號 House No.	(b) 分層單位 Unit
	座 Block 樓層 Floor 單位 Unit
(a) 住宅停車位號碼 Residential Car Parking Space No.	
(b) 住宅電單車停車位號碼 Residential Motor Cycle Parking Space No.	

Terms of Payment 支付條款:

The purchase price of the Property is 本物業的售價為:	HK\$ 港幣 元	, which shall be paid by the Purchaser to the Vendor in the manner as follows: 並須由買方按以下方式付予賣方:
臨時訂金 Preliminary Deposit	HK\$ 港幣 元	(即售價的 5%) 須於簽署本臨時合約時支付。 , which is equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement.

付款方法 Payment Method:

(請以剔號勾選以下其中一個方格 Please tick one (1) of the boxes below)

<input type="checkbox"/>	120 天即供付款計劃付款 120 Immediate Mortgage Payment
A	1. 售價的 5% 的臨時訂金, 須於簽訂本臨時合約時支付; Preliminary deposit, which is equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement; 2. 售價的 5 % 為加付訂金, 於本臨時合約日期的 30 日內支付; 及 5 % of the Purchase Price, being the Further Deposit which shall be paid within 30 days from the date of this Preliminary Agreement; and 3. 售價的 - % 為加付訂金, 於本臨時合約日期的 - 日內支付; 及 - % of the Purchase Price, being the Further Deposit which shall be paid within - days from the date of this Preliminary Agreement; and 4. 售價的 - % 為加付訂金, 於本臨時合約日期的 - 日內支付; 及 - % of the Purchase Price, being the Further Deposit which shall be paid within - days from the date of this Preliminary Agreement; and 5. 售價的 - % 為加付訂金, 於本臨時合約日期的 - 日內支付; 及 - % of the Purchase Price, being the Further Deposit which shall be paid within - days from the date of this Preliminary Agreement; and 6. 售價的 - % 為加付訂金, 於本臨時合約日期的 - 日內支付; 及 - % of the Purchase Price, being the Further Deposit which shall be paid within - days from the date of this Preliminary Agreement; and 7. 售價的 90 % 為售價餘款, 於本臨時合約日期的 120 日內支付。 90 % of the Purchase Price, being the Balance of the Purchase Price which shall be paid within 120 days from the date of this Preliminary Agreement.
<input type="checkbox"/>	240 天即供付款計劃付款 240 Immediate Mortgage Payment
B	1. 售價的 5% 的臨時訂金, 須於簽訂本臨時合約時支付; Preliminary deposit, which is equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement; 2. 售價的 5 % 為加付訂金, 於本臨時合約日期的 30 日內支付; 及

	<p>5 % of the Purchase Price, being the Further Deposit which shall be paid within 30 days from the date of this Preliminary Agreement ; and</p> <p>3. 售價的 - % 為加付訂金，於本臨時合約日期的 - 日內支付；及 - % of the Purchase Price, being the Further Deposit which shall be paid within - days from the date of this Preliminary Agreement ; and</p> <p>4. 售價的 - % 為加付訂金，於本臨時合約日期的 - 日內支付；及 - % of the Purchase Price, being the Further Deposit which shall be paid within - days from the date of this Preliminary Agreement ; and</p> <p>5. 售價的 - % 為加付訂金，於本臨時合約日期的 - 日內支付；及 - % of the Purchase Price, being the Further Deposit which shall be paid within - days from the date of this Preliminary Agreement ; and</p> <p>6. 售價的 - % 為加付訂金，於本臨時合約日期的 - 日內支付；及 - % of the Purchase Price, being the Further Deposit which shall be paid within - days from the date of this Preliminary Agreement ; and</p> <p>7. 售價的 90 % 為售價餘款，於本臨時合約日期的 240 日內支付。 90 % of the Purchase Price, being the Balance of the Purchase Price which shall be paid within 240 days from the date of this Preliminary Agreement.</p>
<p><input type="checkbox"/></p> <p>C</p>	<p>360 天即供付款計劃付款 360 Immediate Mortgage Payment</p> <p>1. 售價的 5% 的臨時訂金，須於簽訂本臨時合約時支付； Preliminary deposit, which is equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement;</p> <p>2. 售價的 5 % 為加付訂金，於本臨時合約日期的 30 日內支付；及 5 % of the Purchase Price, being the Further Deposit which shall be paid within 30 days from the date of this Preliminary Agreement ; and</p> <p>3. 售價的 5 % 為加付訂金，於本臨時合約日期的 90 日內支付；及 5 % of the Purchase Price, being the Further Deposit which shall be paid within 90 days from the date of this Preliminary Agreement ; and</p> <p>4. 售價的 - % 為加付訂金，於本臨時合約日期的 - 日內支付；及 - % of the Purchase Price, being the Further Deposit which shall be paid within - days from the date of this Preliminary Agreement ; and</p> <p>5. 售價的 - % 為加付訂金，於本臨時合約日期的 - 日內支付；及 - % of the Purchase Price, being the Further Deposit which shall be paid within - days from the date of this Preliminary Agreement ; and</p> <p>6. 售價的 - % 為加付訂金，於本臨時合約日期的 - 日內支付；及 - % of the Purchase Price, being the Further Deposit which shall be paid within - days from the date of this Preliminary Agreement ; and</p> <p>7. 售價的 85 % 為售價餘款，於本臨時合約日期的 360 日內支付。 85 % of the Purchase Price, being the Balance of the Purchase Price which shall be paid within 360 days from the date of this Preliminary Agreement.</p>
<p><input type="checkbox"/></p> <p>D</p>	<p>360 天先住後付付款計劃 360 Early Occupation Payment Plan</p> <p>1. 售價的 5% 的臨時訂金，須於簽訂本臨時合約時支付； Preliminary deposit, which is equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement;</p> <p>2. 售價的 5 % 為加付訂金，於本臨時合約日期的 30 日內支付；及 5 % of the Purchase Price, being the Further Deposit which shall be paid within 30 days from the date of this Preliminary Agreement ; and</p> <p>3. 售價的 5 % 為加付訂金，於本臨時合約日期的 - 日內支付；及 5 % of the Purchase Price, being the Further Deposit which shall be paid within 90 days from the date of this Preliminary Agreement ; and</p> <p>4. 售價的 - % 為加付訂金，於本臨時合約日期的 - 日內支付；及 - % of the Purchase Price, being the Further Deposit which shall be paid within - days from the date of this Preliminary Agreement ; and</p> <p>5. 售價的 - % 為加付訂金，於本臨時合約日期的 - 日內支付；及 - % of the Purchase Price, being the Further Deposit which shall be paid within - days from the date of this Preliminary Agreement ; and</p> <p>6. 售價的 - % 為加付訂金，於本臨時合約日期的 - 日內支付；及 - % of the Purchase Price, being the Further Deposit which shall be paid within - days from the date of this Preliminary Agreement ; and</p> <p>7. 售價的 85 % 為售價餘款，於本臨時合約日期的 360 日內支付。 85 % of the Purchase Price, being the Balance of the Purchase Price which shall be paid within 360 days from the date of this Preliminary Agreement.</p>

Annex 1
附件 1

茲收到買方作為簽訂本臨時合約時應付之臨時訂金。 Received from the Purchaser the Preliminary Deposit payable upon signing of this Preliminary Agreement.	本票/支票號碼 (銀行名稱) Cashier's Order(s)/Cheque(s) No(s). (Name of Bank)	港幣 元 HK\$
買方簽署 Signed by the Purchaser(s)	經授權代表賣方 堅維有限公司 簽署 Authorised signature(s) for and on behalf of the Vendor, K Wise Limited	

Other Terms and Conditions 其他條款及細則:

1. In this Preliminary Agreement:
在本臨時合約中:
 - (a) “saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) (that “Ordinance”);
“實用面積”具有《一手住宅物業銷售條例》(第 621 章) (“該條例”) 第 8 條給予該詞的涵義;
 - (b) “working day” has the meaning given by section 2(1) of that Ordinance;
“工作日”具有該條例第 2(1)條給予該詞的涵義;
 - (c) the floor area of an item under clause 8 is calculated in accordance with section 8(3) of that Ordinance; and
第 8 條所指的項目的樓面面積，按照該條例第 8(3)條計算; 及
 - (d) the area of an item under clause 8 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
第 8 條所指的項目的面積，按照該條例附表 2 第 2 部計算。
2. The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.
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。
3. It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase (the “Agreement”) to be executed:
按訂約雙方的意向，本臨時合約將會由一份買賣合約(“正式合約”)取代，正式合約須:
 - (a) by the Purchaser on or before _____ (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and
由買方於 _____ (即本臨時合約的簽署日期之後的第五個工作日)或之前簽立; 及
 - (b) by the Vendor on or before _____ (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).
由賣方於 _____ (即本臨時合約的簽署日期之後的第八個工作日)或之前簽立。
4. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
5. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。
6. The Purchaser shall attend the Purchaser's solicitors' office together with this Preliminary Agreement within 5 working days after the date hereof (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor's solicitors without amendment, and (ii) to pay all stamp duties payable on the Agreement.
買方須於本臨時合約之日期之後 5 個工作日內攜帶本臨時合約到買方之代表律師之辦公室辦理下列手續 (必須嚴守所訂日期): (i) 簽署由賣方之代表律師訂定的標準正式合約並不得作出任何更改，及 (ii) 同時交付正式合約之所有印花稅。
7. If the Purchaser fails to sign the Agreement within 5 working days after the date on which this Preliminary Agreement is signed -
如買方沒有在本臨時合約的簽署日期之後五個工作日內簽立正式合約 -
 - (a) this Preliminary Agreement is terminated;
本臨時合約即告終止;
 - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
買方支付的臨時訂金，即被沒收歸於賣方; 及
 - (c) the Vendor does not have any further claim against the Purchaser for the failure.
賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
8. The measurements of the Property are as follows – See Schedule 1.
本物業的量度尺寸如下 – 見附表 1。
9. The sale and purchase of the Property includes the fittings, finishes and appliances as follows – See Schedule 2.
本物業買賣所包括的裝置、裝修物料及設備如下 – 見附表 2。
10. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
11. The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 12 and fully understands its contents.
買方已確認收到第 12 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。
12. For the purposes of clause 11, the following is the “Warning to Purchasers”-
就第 11 條而言，“對買方的警告”內容如下 –
 - (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
 - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.

你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。

- (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
- (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
13. The Purchaser will be required to covenant with the Vendor in the Agreement to the effect that in the event the Purchaser sub-sells the Property or transfer the benefit of the Agreement in any manner whatsoever before the completion of the sale and purchase of the Property, the Purchaser shall require each sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whosoever (i) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including but not limited to identity card numbers and full addresses) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration and including but not limited to any commission, reservation or agency fees or any other amount which has been paid or given to any intermediate transaction in addition to the consideration payable to the Vendor for the purchase of the Property, and (ii) to procure from any subsequent sub-purchaser or other transferee whomsoever or new purchaser a covenant in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement to the same effect as sub-clause (i) above.
買方須與賣方在正式合約中訂明，若買方轉售本物業或將正式合約權益轉讓予第三者，則每個轉購人、受贈人、獲提名人、受益人、代辦人或其他承讓人(i)在以後的轉售合約中列明所有確認人、獲提名人及其他買、賣本物業或任何相關利益人仕的詳細資料(包括但不限於身份証號碼及地址)，及全數金額或其他代價，包括但不限於任何佣金、訂購或代理費用、或任何在其間交易所需繳付予任何人仕的款項，及(ii)在以後的轉售合約中訂明，或在其他合約中加上有約束力的條文，致使每個轉購人或其他承讓人或新買家履行第(i)分條中的責任。
14. 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.
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。
15. The Property is sold on "as is" basis. The Purchaser agrees and acknowledges that he has duly inspected the Property, has knowledge of and accepts the existing state and condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.
本物業以現狀形式出售。買方同意及承認已到上述物業實地視察，並清楚及接受上述物業及本物業內的裝置，裝修物料及設備的現時之情況。
16. The sale and purchase shall be completed at the offices of the Vendor's Solicitors during office hours (10:00 a.m. to 4:30 p.m.) on the date of completion.
於成交當日，買賣須於辦公時間(上午 10 時至下午 4 時 30 分)內，在賣方律師的辦事處完成。
17. (a) If the Purchaser shall also instruct the Vendor's solicitors to act for him in respect of the purchase of the Property, the Vendor shall bear such solicitors' legal fees in respect of the Agreement and the subsequent Assignment in favour of the Purchaser.
若買方亦聘用賣方之律師行為買方在本物業買賣之代表律師，賣方將承擔該律師行在處理正式合約及其後買方受益的轉讓契之律師費用。
- (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.
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律師費用。
- (c) All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement, Mortgage and Assignment shall be borne and paid by the Purchaser.
買方律師有關處理、完成、釐印及登記給予買方的正式合約、按揭契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) All stamp duty (including without limitation any ad valorem stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.
有關本臨時合約及/或正式合約及/或轉讓契之所有印花稅(包括但不限於根據香港法例第 117 章《印花稅條例》可予徵收的從價印花稅及附加印花稅)，一概由買方負責支付。
- (e) The Purchaser shall bear and pay a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant and Management Agreement (the "DMC") and the plans attached to the DMC, all costs for preparing certified copies of title deeds and documents of the Property, all plan fees for plans to be annexed to the Agreement and the Assignment of the Property, all legal and other costs and disbursements in respect of any mortgage (if any) in respect of the Property and all legal costs and charges of any other documents relating to the sale and purchase of the Property. All search fees, registration fees and other disbursements shall be borne by the Purchaser.

Annex 1
附件 1

一切製作、登記及完成公契及管理協議（「公契」）之費用及附於公契之圖則費用的適當分攤、本物業的業權契據及文件核證副本之費用、本物業的正式合約及轉讓契之圖則費、本物業的按揭（如有）之律師及其他費用及代墊付費用及其他有關所購物業的買賣的文件的律師及其他費用，均由買方負責。所有查冊費、註冊費及其他雜項費用均須由買方承擔。

18. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.
如在簽署正式合約前，買方或其代表人在土地註冊處註冊本臨時合約，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
19. 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. Save and except the preliminary deposit, all deposit(s) and balance of purchase price shall be made by cashier orders drawn in favour of the Vendor's solicitors. The Purchaser shall pay the Purchase Price pursuant to the terms and conditions herein. All payments of the purchase price shall be paid at or before 4:30p.m. Mondays to Fridays.
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。除臨時訂金外，所有訂金及售價餘額必須以抬頭寫賣方之代表律師的銀行本票繳付。買方必須根據本臨時合約之條款及條件繳付售價。所有售價付款均須在星期一至五下午 4:30 前繳付。
20. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
本物業乃屬《印花稅條例》第 29A(1)條所指的住宅物業。
21. Time is of the essence of this Preliminary Agreement.
本臨時合約所規定之期限均須嚴格遵守。
22. The Purchaser shall inform the Vendor in writing of any changes in correspondence address and telephone number.
買方之通訊地址及電話號碼如有任何更改，須以書面通知賣方。
23. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623)(the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
賣方和買方無意賦予任何第三者權利依據《合約（第三者權利）條例》（第 623 章）（『該條例』）強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。
- (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand Sales) Ordinance (Cap. 621).
本條第(a)款只在並無違反《一手住宅物業銷售條例》（第 621 章）的情況下適用，而本臨時合約的條款亦只在該等情況下排除於該條例的適用範圍之外。
- (c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者（在該條例定義）可依據該條例強制執行任何該等條款時：
- (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and
本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷（倘若撤銷權存在），而該條例第 6(1)條將不適用於本臨時合約；及
- (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.
賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。
24. In the event of any discrepancy between the English and Chinese versions of the Preliminary Agreement, the English version shall prevail.
倘若本臨時合約中英文文本有差異，以英文文本為準。

Signature(s) of Purchaser(s)
買方簽署

Schedule 1 to Preliminary Agreement for Sale and Purchase
臨時買賣合約附表 1

The Property 本物業：

House 洋房 3

Block 座

Floor 樓層

Unit 單位

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

(a) [the saleable area of the Property is 本物業的實用面積為	435.660	square metres/ 平方米／	4,689	square feet of which— 平方呎，其中—
	9.984	square metres/ 平方米／	107	square feet is the floor area of the balcony; 平方呎為露台的樓面面積；
	-	square metres/ 平方米／	-	square feet is the floor area of the utility platform; 平方呎為工作平台的樓面面積；
	-	square metres/ 平方米／	-	square feet is the floor area of the verandah; and 平方呎為陽台的樓面面積；]

(b) [other measurements are –
其他量度尺寸為 -

*the area of the air-conditioning plant room is 空調機房的面積為	-	square metres/ 平方米／	-	square feet; 平方呎；
*the area of the bay window is 窗台的面積為	-	square metres/ 平方米／	-	square feet; 平方呎；
*the area of the cockloft is 閣樓的面積為	-	square metres/ 平方米／	-	square feet; 平方呎；
*the area of the flat roof is 平台的面積為	8.424	square metres/ 平方米／	91	square feet; 平方呎；
*the area of the garden is 花園的面積為	150.857	square metres/ 平方米／	1,624	square feet; 平方呎；
*the area of the parking space is 停車位的面積為	-	square metres/ 平方米／	-	square feet; 平方呎；
*the area of the roof is 天台的面積為	97.113	square metres/ 平方米／	1,045	square feet; 平方呎；
*the area of the stairhood is 梯屋的面積為	3.321	square metres/ 平方米／	36	square feet; 平方呎；
*the area of the terrace is 前庭的面積為	-	square metres/ 平方米／	-	square feet; 平方呎；
*the area of the yard is 庭院的面積為	-	square metres/ 平方米／	-	square feet; 平方呎；]

(* Delete as appropriate 將不適用者刪去)

Signature(s) of Purchaser(s)
買方簽署

Schedule 2 to Preliminary Agreement for Sale and Purchase
臨時買賣合約附表 2

Fittings, finishes and appliances
裝置、裝修物料及設備

APPENDIX				
Fitting, Finishes and Appliances				
House	House 3			
Interior Finishes and Fittings				
		Wall	Floor	Ceiling
Lobby	Type of finishes for Lift Lobby on LG/F	Plastered and painted with emulsion paint on exposed surfaces	Cement sand screeding on exposed surface	Plastered and painted with emulsion paint on exposed surfaces
		Wall		Ceiling
Internal Wall and Ceiling	Type of finishes for Living Room, Dining Room and Bedroom	Plastered and painted with emulsion paint on exposed surfaces		Plastered and painted with emulsion paint on exposed surfaces
		Floor		Skirting
Internal Floor	Material for Living Room, Dining Room and Bedroom	Cement sand screeding on exposed surface		Not applicable
		Wall	Floor	Ceiling
Bathroom	Type of finishes	Plastered and painted with emulsion paint on exposed surfaces	Cement sand screeding on exposed surface	Plastered and painted with emulsion paint on exposed surfaces
Kitchen	Type of finishes	Plastered and painted with emulsion paint on exposed surfaces	Cement sand screeding on exposed surface	Plastered and painted with emulsion paint on exposed surfaces
		Material	Finishes	Accessories
Doors	Main Entrance gate	Galvanized mild steel door and frame	Powder coated paint finish	Hinges, electronic locking device and floor bolt
	Main Entrance door on Ground Floor	Hollow galvanized mild steel core with galvanized mild steel frame, aluminium cladding and tempered glass	Fluorocarbon coating	Hinges, lockset, handle, door closer, password keypad, finger print and flush bolt
	Door from Garden to Staircase leading to Lower Ground Floor	Aluminium framed glass door	Fluorocarbon coating	Hinges, lockset and handle
	Main Entrance door on Lower Ground Floor	Solid core timber door with hardwood frame	Wood veneer finish	Hinges, lockset, handle and door closer

Door from Protected Lobby to Foyer 4	Solid core timber door with hardwood frame	Plastic laminate finish	Hinges, handle and door closer
Master Bedroom and Master Bathroom door	Solid core timber door with hardwood frame	Plastic laminate finish	Hinges, lockset, handle and flush bolt
Bedroom 1, Bedroom 2, Bedroom 3, Dressing Room, Study Room, Bathroom 1, Bathroom 2, Bathroom 4, Bathroom 6, Store 1, Store 2, Store 3, Maid Room and Utility Room door	Solid core timber door with hardwood frame	Plastic laminate finish	Hinges, lockset and handle
Walk-In Closet door	Solid core timber door	Plastic laminate finish	Sliding track
Kitchen door	Solid core timber door with hardwood frame and glass vision panel	Plastic laminate finish	Hinges, handle and door closer
Bathroom 3 and Bathroom 5 door	Solid core timber door with hardwood frame and louver	Plastic laminate finish	Hinges, lockset and handle
Electrical / Extra Low Voltage Duct and Water Meter Cabinet door	Solid core timber door with hardwood frame	Reconstituted stone and plastic laminate finish	Hinges, lockset and handle
Town Gas Duct door	Solid core timber door with hardwood frame and louver	Reconstituted stone and plastic laminate finish	Hinges, lockset and handle
Door from Staircase on Second Floor to Roof	Aluminium framed glass door	Fluorocarbon coating	Hinges, lockset and handle

	Door from Garden to Living Room and Dining Room, Door from Master Bedroom to Balcony and Door from Bedroom 2 to Balcony	Aluminium framed glass sliding door	Fluorocarbon coating	Lockset, handle and sliding track	
	Door to Open Air Air-Conditioner Plant	Aluminium framed grille door	Fluorocarbon coating	Hinges and lockset	
		Fittings & equipments		Type	Material
Bathroom	(i) Type and material of fittings and equipment	Sanitary fittings	Master Bathroom, Bathroom 1, Bathroom 2, Bathroom 3, Bathroom 4, Bathroom 5 and Bathroom 6	Wash basin mixer	Metal
				Wash basin	Vitreous china
				Water closet	Vitreous china
	(ii) Type and material of bathing facilities	Bath tub mixer, shower mixer and shower set		Metal	
		Bath tub at Master Bathroom, Bathroom 2, Bathroom 3, Bathroom 4 and Bathroom 5		Enamelled steel	
		Material			
Kitchen	(i) Material of sink unit	Stainless steel			
		Material		Finishes	
	(ii) Kitchen cabinet	Not Applicable		Not Applicable	
	(iii) Type of all other fittings and equipment	Other fittings		Sink mixer	

Appliances Schedule	
Location	Appliances
Foyer 1	Video Doorphone
Bathroom 3	Exhaust Fan
Bathroom 5	Exhaust Fan
Bathroom 6	Exhaust Fan
Roof	Gas Water Heater

Warning to Purchasers
對買方的警告

Vendor 賣方	K WISE LIMITED 堅維有限公司		
Development 發展項目	ONE STANLEY No.128 Wong Ma Kok Road, Stanley, Hong Kong 香港赤柱黃麻角道 128 號		
Property 該物業	洋房編號 House No.	分層單位 Unit	
		座 Block	樓層 Floor
			單位 Unit
	住宅停車位號碼 Residential Car Parking Space No.		
	住宅電單車停車位號碼 Residential Motor Cycle Parking Space No.		
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼			
Date 日期			

WARNING TO PURCHASERS
PLEASE READ CAREFULLY

對買方的警告
買方請小心閱讀

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

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

Signed by the Purchaser(s) 買方簽署

Vendor's Information Form
賣方資料表格

Vendor 賣方	K WISE LIMITED 堅維有限公司			
Development 發展項目	ONE STANLEY No.128 Wong Ma Kok Road, Stanley, Hong Kong 香港赤柱黃麻角道 128 號			
Property 該物業	洋房編號 House No.	分層單位 Unit		
	3	座 Block	樓層 Floor	單位 Unit
Purchaser(s) 買方				
I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼				
Date 日期				

The 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	每月港幣 HK\$43,982.4 per month
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	3% of the rateable value of the Property # 該物業應課差餉租值之 3%# Note 備註: # There has been no apportionment of Government rent for the Property as at the date of printing of this form. 直至本表格印刷之日, 尚未有為該物業分攤地租。
The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	Not Yet Incorporated 尚未成立
The name of the manager of the Development 發展項目的管理人的姓名或名稱	Luxury Property Management Limited 卓豐物業管理有限公司
Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development 賣方自政府或管理處接獲的關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知	Nil 沒有
Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知	Nil 沒有
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 印製日期	08/07/2024

Signed by the Purchaser(s) 買方簽署

Confirmation on Relationship with the Vendor
有關與賣方之關係確認書

Vendor 賣方	K WISE LIMITED 堅維有限公司			
Development 發展項目	ONE STANLEY No.128 Wong Ma Kok Road, Stanley, Hong Kong 香港赤柱黃麻角道 128 號			
Property 該物業	洋房編號 House No.	分層單位 Unit		
		座 Block	樓層 Floor	單位 Unit
	住宅停車位號碼 Residential Car Parking Space No.			
	住宅電單車停車位號碼 Residential Motor Cycle Parking Space No.			
Purchaser(s) 買方				
I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼				
Date 日期				

I/We, the Purchaser of the Property named above, hereby confirm that I/we ***am/are / am not/are not** a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap 621).

就《一手住宅物業銷售條例》(第 621 章)而言，本人/我們作為該物業的上述買方謹此確認本人/我們 ***是 / 並不是** 賣方的有關連人士。

I/We confirm the understanding that a person is a related party to the Vendor if, where the Vendor is a corporation, that person is: 本人/我們確認，當賣方為法團，如有以下情況，某人即屬賣方的有關連人士：

- (a) a director of the Vendor, or a parent, spouse or child of such a director;
該人是賣方的董事，或該董事的父母、配偶或子女；
- (b) a manager (note 1) of the Vendor;
該人是賣方的經理(註 1)；
- (c) a private company (note 2) of which such a director, parent, spouse, child or manager is a director or shareholder;
該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司(註 2)；
- (d) an associate corporation (note 3) or holding company (note 4) of the Vendor;
該人是賣方的有聯繫法團(註 3)或控權公司(註 4)；
- (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
該人是上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或
- (f) a manager of such an associate corporation or holding company.
該人是上述有聯繫法團或控權公司的經理。

I/We confirm that 本人/我們確認：

- (a) I/we have been specifically requested by the Vendor to seek independent legal advice on the foregoing matters and I/we are fully aware of the legal consequences thereof;
賣方已特別要求本人/我們就以上事宜諮詢獨立的法律意見及本人/我們充份明白以上的法律後果；
- (b) the above information is accurate and complete;
上述提供資料正確及完整；
- (c) I/we undertake to notify the Vendor forthwith in writing on any change of the above information on or prior to our/my signing of the formal Agreement for Sale and Purchase.
本人/我們承諾如本人/我們在簽立該物業的正式買賣合約或之前就上述情況有任何改變，本人/我們將即時以書面通知賣方。

The Chinese version of this Confirmation is for reference only and the English version thereof shall prevail in case of disparity.
本確認書之中文譯本僅供參考之用，如有差異，仍以英文本為準。

Signed by the Purchaser(s) 買方簽署

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NOTES 註

1. “Manager” has the meaning given by section 2(1) of the Companies Ordinance (Cap 622) which, in relation to a company, means a person who performs managerial functions in relation to the company under the directors’ immediate authority but excludes (i) a receiver or manager of the company’s property; and (ii) a special manager of the company’s estate or business appointed under section 216 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32).
「經理」具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵義，即就一間公司而言，指在董事的直接權限下就該公司執行管理職能的人但 (b) 不包括 (i) 該公司的財產的接管人或經理人；及 (ii) 根據《公司(清盤及雜項條文)條例》(第 32 章)第 216 條委任的該公司的產業或業務的特別經理人。
2. “Private company” has the meaning given by section 11 of the Companies Ordinance (Cap 622) which means a company of which its articles (a) restrict a member’s right to transfer shares; and (b) limit the number of members to 50; and (c) prohibit any invitation to the public to subscribe for any shares or debentures of the company; and it is not a company limited by guarantee.
「私人公司」具有《公司條例》(第 622 章)第 11 條給予該詞的涵義，即指一間藉其章程細則作出下列規限的公司：
(a) 限制成員轉讓股份的權利；及 (b) 將成員最高人數限於 50 人；及 (c) 禁止邀請公眾人士認購該公司的任何股份或債權證；及該公司不屬擔保有限公司。
3. “Associate corporation” means (a) a subsidiary of the Vendor or (b) a subsidiary of a holding company of the Vendor. “Subsidiary” means a subsidiary within the meaning of the Companies Ordinance (Cap 622). Under section 15 of the Companies Ordinance (Cap.622), a body corporate is a subsidiary of another body corporate if that other body corporate is a holding company of it.
「有聯繫公司」指 (a) 賣方的附屬公司或 (b) 賣方的控權公司的附屬公司。「附屬公司」指《公司條例》(第 622 章)所指的附屬公司。根據《公司條例》(第 622 章)第 15 條，如某法人團體(前者)屬另一法人團體(後者)的控權公司，後者即屬前者的附屬公司。
4. “Holding company” means a holding company within the meaning of the Companies Ordinance (Cap.622). Under section 13 of the Companies Ordinance (Cap. 622), a body corporate is a holding company of another body corporate if:-
(a) it:-
 - (i) controls the composition of that other body corporate’s board of directors; or
 - (ii) controls more than half of the voting rights in that other body corporate; or
 - (iii) holds more than half of that other body corporate’s issued share capital; or
(b) it is a holding company of a body corporate that is that other body corporate’s holding company.

For the purpose of the Vendor, a “holding company” means a company of which the Vendor is a subsidiary, namely, Fountain Treasure Limited, K&K Property Holdings Limited and K&K Funding Limited.

「控權公司」指《公司條例》(第 622 章)所指的控權公司。根據《公司條例》(第 622 章)第 13 條:

- (a) 如某法人團體(前者):
 - (i) 控制另一法人團體(後者)的董事局的組成;
 - (ii) 控制另一法人團體(後者)超過半數的表決權；或
 - (iii) 持有另一法人團體(後者)超過半數的已發行股本，
則前者即屬後者的控權公司。
- (b) 如某法人團體(前者)是另一法人團體(後者)的控權公司，而後者是另一法人團體(第三者)的控權公司，則前者亦屬第三者的控權公司。

就賣方而言，「控權公司」指一家公司而賣方為該公司的附屬公司，即 Fountain Treasure Limited、K&K Property Holdings Limited 及 K&K Funding Limited。

Declaration Regarding Intermediary
關於中介人的聲明

Vendor 賣方	K WISE LIMITED 堅維有限公司		
Development 發展項目	ONE STANLEY No.128 Wong Ma Kok Road, Stanley, Hong Kong 香港赤柱黃麻角道 128 號		
Property 該物業	洋房編號 House No.	分層單位 Unit	
		座 Block	樓層 Floor
			單位 Unit
	住宅停車位號碼 Residential Car Parking Space No.		
	住宅電單車停車位號碼 Residential Motor Cycle Parking Space No.		
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼			
Date 日期			

Intermediary 中介人	(公司名稱) (地產代理姓名)		
Estate Agent I.D. No. 地產代理身份證號碼		EA Licence No. 地產代理牌照號碼	

The Purchaser and the Intermediary hereby confirm and declare as follows:-
買方及中介人謹此確認及聲明如下：

- The Purchaser is introduced by the Intermediary to the sales office to sign a Preliminary Agreement for Sale and Purchase for the purchase of the Property.
買方是經由中介人介紹到售樓處簽署購買上述物業的臨時買賣合約。
- The Vendor only requests the Intermediary and the Intermediary acknowledges that its role is simply to introduce purchaser(s) to the Vendor in the sale of residential units in the Development. The Intermediary is not the agent of the Vendor.
賣方只要求中介人，而中介人在此亦確認其身份只是於出售發展項目住宅單位一事中介介紹買家給賣方，中介人並非賣方的代理人。
- The Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary.
中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、承諾或陳述，無論在任何情況下賣方均無須就中介人所作出的任何協議、承諾或陳述向買方、中介人或任何其他人士負責。
- 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 and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.
除樓價、更改買賣合約及提供資料、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。
- The Vendor is not and will not be involved in any disputes between the Purchaser and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement for Sale and Purchase and the Formal Agreement for Sale and Purchase.
買方與中介人之任何糾紛一概與賣方無關。上述物業之買賣交易嚴格依據臨時買賣合約及正式合約進行。
- The Vendor did not and will not authorize the Intermediary to collect any fees or commissions from the Purchaser(s). If the Intermediary does so collect any fees or commissions from the Purchaser(s), the Vendor will not (and the Intermediary hereby expressly agrees that the Vendor will not) pay any fees or commissions to the Intermediary in relation to the sale of the Property. 賣方並無授權中介人向買方收取任何費用或佣金。如中介人擅自向買方收取任何費用或佣金，賣方將不會(而中介人在此亦同意賣方將不會繳付)向中介人繳付有關上述該物業任何費用或佣金。
- In the event of any conflict or discrepancy between the Chinese and English version 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

Signed by the Intermediary 中介人簽署

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

Vendor 賣方	K WISE LIMITED 堅維有限公司			
Development 發展項目	ONE STANLEY No.128 Wong Ma Kok Road, Stanley, Hong Kong 香港赤柱黃麻角道 128 號			
Property 該物業	洋房編號 House No.	分層單位 Unit		
		座 Block	樓層 Floor	單位 Unit
	住宅停車位號碼 Residential Car Parking Space No.			
	住宅電單車停車位號碼 Residential Motor Cycle Parking Space No.			
Purchaser(s) 買方				
I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼				
Date 日期				

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

1. The Purchaser has attended the sales office to sign a Preliminary Agreement for Sale and Purchase for the purchase of the Property directly from the Vendor.
買方已到售樓處直接購買並簽署購買上述物業的臨時買賣合約。
2. The Vendor and their staff has 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 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。
3. 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 Stamp Duty
關於印花稅的確認書

Vendor 賣方	K WISE LIMITED 堅維有限公司			
Development 發展項目	ONE STANLEY No.128 Wong Ma Kok Road, Stanley, Hong Kong 香港赤柱黃麻角道 128 號			
Property 該物業	洋房編號 House No.	分層單位 Unit		
		座 Block	樓層 Floor	單位 Unit
	住宅停車位號碼 Residential Car Parking Space No.			
	住宅電單車停車位號碼 Residential Motor Cycle Parking Space No.			
Purchaser(s) 買方				
I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼				
Date 日期				

To 致: K WISE LIMITED 堅維有限公司

I/We, the undersigned, hereby acknowledge and confirm that I/we am/are aware of the following and its implications prior to my/our 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:

本人/我們即下述簽署人，僅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，本人/我們已獲悉以下事項及其影響：

Demand-side Management Measures for Residential Properties
住宅物業的需求管理措施

- On 28 February 2024, the Financial Secretary in his 2024-25 Budget announced the proposal to cancel all demand-side management measures for residential properties with immediate effect, that is no Special Stamp Duty (“**SSD**”), Buyer’s Stamp Duty (“**BSD**”) or Ad Valorem Stamp Duty (“**AVD**”) at 7.5% under Part 1 of Scale 1 needs to be paid for any residential property transactions starting from 28 February 2024. Specifically, the Government will introduce the Stamp Duty (Amendment) Bill 2024 (“**the Bill**”) to take forward the initiative. Subject to the enactment of the Bill by the Legislative Council (“**LegCo**”), any instrument executed on or after 28 February 2024 for the sale and purchase or transfer of residential property will no longer be subject to SSD and BSD. The AVD rate of 7.5% under Part 1 of Scale 1 will be amended to the same as those of AVD at Scale 2.
2024年2月28日，財政司司長在其2024-25年度財政預算案中宣布，建議自該日起撤銷所有住宅物業需求管理措施，即由2024年2月28日起所有住宅物業交易無須再繳付「額外印花稅」、「買家印花稅」和第1標準第1部之下百分之七點五的「從價印花稅」。具體而言，政府將引入《2024年印花稅（修訂）條例草案》（《條例草案》）以落實建議。待《條例草案》獲立法會制定成法律後，在2024年2月28日或之後所簽立以買賣或轉讓住宅物業的文書均無須徵收「額外印花稅」和「買家印花稅」。第1標準第1部之下百分之七點五的「從價印花稅」稅率將修訂為與「從價印花稅」第2標準的稅率相同。
- The Government also made the Public Revenue Protection (Stamp Duty) Order 2024 (“**the Order**”) under the Public Revenue Protection Ordinance (Cap. 120) to give full force and effect of law to the Bill before its enactment. The Order will be in force for a maximum of four months starting from 28 February 2024. The Government aims to have the Bill passed by the LegCo before the Order ceases to have effect on 28 June 2024.
政府亦根據《公共收入保障條例》（第120章）作出《2024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。《命令》的有效期限最長為自2024年2月28日起計的四個月。政府的目標是爭取《條例草案》在《命令》於2024年6月28日停止生效前獲得通過。
- For details of the stamp duty, please browse the Inland Revenue Department website (www.ird.gov.hk).
有關印花稅詳情，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

Annex 7
附件 7

4. The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors, 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.
買方承諾向賣方律師交付並促使其律師向賣方律師交付，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。

Others
其他事項

5. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.
本人/我們確認及知悉，若本人/我們不能全數或準時支付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，本人/我們須就此向賣方作出十足的彌償。
6. I/We acknowledge that this acknowledgement letter does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt.
本確認書不構成你們給予本人/我們任何意見或陳述。本人/我們明白如有疑問，本人/我們應徵詢專業人士之意見。
7. Nothing in this acknowledgement letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.
本確認書任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。
8. The Chinese translation of this acknowledgement letter is for reference purposes only. In case of any dispute, the English version shall prevail.
本確認書中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Letter Regarding “Ad Valorem Stamp Duty” Benefit
關於「從價印花稅」優惠的信件

Vendor 賣方	K WISE LIMITED 堅維有限公司			
Development 發展項目	ONE STANLEY No.128 Wong Ma Kok Road, Stanley, Hong Kong 香港赤柱黃麻角道 128 號			
Property 該物業	洋房編號 House No.	分層單位 Unit		
		座 Block	樓層 Floor	單位 Unit
	住宅停車位號碼 Residential Car Parking Space No.			
	住宅電單車停車位號碼 Residential Motor Cycle Parking Space No.			
Purchaser(s) 買方				
I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼				
Date 日期				

The terms and conditions in this Letter are related to the Property.

於此信件的條款及條件有關本物業。

1. It is hereby confirmed that all stamp duty, including ad valorem stamp duty, payable or incurred on the preliminary agreement for sale and purchase (“**Preliminary Agreement**”) and/or the Agreement for Sale and Purchase of the Property (collectively referred as the “**Chargeable Agreement(s)**”) shall be paid by the Purchaser.
茲確認本物業之臨時買賣合約(「**臨時合約**」)及/或正式買賣合約(統稱**應稅協議**)之應付或所招致的所有印花稅，包括從價印花稅由買方支付。
2. However, subject to the observance and compliance with the terms and conditions set out in this Letter and the Chargeable Agreement(s) by the Purchaser (including without limitation that the Purchaser shall settle the relevant payment(s) according to the respective dates stipulated in the Agreement for Sale and Purchase), the Vendor will pay the ad valorem stamp duty chargeable on the Agreement for Sale and Purchase for the Purchaser (subject to Clause 3 of this Letter below) (“**AVD Benefit**”). In the event that the Purchaser fails to observe or comply with any of the terms or conditions in this Letter and/or the Chargeable Agreement(s), the Vendor shall be entitled to withdraw and/or ask for refund of the AVD Benefit or any part thereof without prejudice to the rights and remedies of the Vendor under the Chargeable Agreement(s) or otherwise.
但是，若在買方完全遵守及符合於本信件及應稅協議所列的條款及條件(包括但不限於買方須依照正式買賣合約訂定的日期付清相關樓款)的前提下，賣方將會代買方繳付正式買賣合約所需繳付的從價印花稅(受本信件的條款第 3 條所約束)(「**從價印花稅優惠**」)。若買方未能遵守或符合本信件及/或應稅協議內任何條款或條件，賣方有權撤銷及/或要求退還從價印花稅優惠(或其任何部分)，且並不損害賣方於應稅協議或其他的權利及補償。
3. The AVD Benefit shall be limited to the amount equivalent to the actual amount of the ad valorem stamp duty payable on the Agreement for Sale and Purchase and in any event, shall be capped at the amount equivalent to 4.25% of the purchase price of the Property. In case of dispute, the Vendor shall have the right to determine the amount of the Stamp Duty Benefit, and such determination shall be final and binding on the Purchaser.
從價印花稅優惠僅限於正式買賣合約所需繳付的從價印花稅的實際款額，及在任何情況下，上限為相等於本物業樓價的 4.25 % 的款額。若有爭議，賣方有權決定印花稅優惠之金額，有關決定為最終決定並對買方具有約束力。
4. For the avoidance of doubt, if the ad valorem stamp duty payable on the Agreement for Sale and Purchase is less than the AVD Benefit, the difference between the ad valorem stamp duty payment to the Inland Revenue Department and the AVD Benefit shall be retained by the Vendor and will not be provided to the Purchaser. The Purchaser shall not have any claim in this respect.
為免存疑，若正式買賣合約需支付之從價印花稅少於從價印花稅優惠，須支付給稅務局的從價印花稅及從價印花稅優惠之兩者差額將由賣方保存，並不會提供予買方。買方不得就此提出任何申索。
5. If the ad valorem stamp duty payable on the Agreement for Sale and Purchase is more than the AVD Benefit, the difference between the ad valorem stamp duty assessed by the Inland Revenue Department and the amount of the AVD Benefit will be borne by the Purchaser.
如正式買賣合約應付的從價印花稅多於從價印花稅優惠，買方須承擔須支付給稅務局的從價印花稅及從價印花稅優惠兩者之差額。
6. The Vendor will under no circumstance be responsible for any penalty or loss if there is any late payment of stamp duty, whether or not due to any late payment of the AVD Benefit (or any part thereof) for whatever reason. Should the Vendor be required to pay any stamp duty additional to the AVD Benefit and/or stamp duty penalty, the Purchaser shall reimburse and indemnify the

Vendor for the full amount of any payment or advance made by the Vendor, and together with all legal costs, disbursements and fees incurred by the Vendor in recovering of all amounts of the stamp duty and/or penalty so paid by the Vendor on a full indemnity basis.

於任何情況下，無論因任何延遲或逾期繳付/發放從價印花稅優惠（或其任何部分）或因任何原因印花稅未有如期繳付，賣方均無須就任何罰款或損失負責。倘若賣方被要求繳付任何從價印花稅優惠以外的印花稅或印花稅罰款，買方須向賣方全數償還所有賣方所代支或支付之任何金額，買方並須完全彌償賣方由於催收所有印花稅及／或罰款而招致的所有法律費用、雜項費用及支出。

7. The Vendor hereby expressly reserves its rights to claim against the Purchaser for any damages and apply for refund of the paid ad valorem stamp duty (“**Refund**”) from Inland Revenue Department if the Purchaser fails to complete the sale and purchase of the Property. In the event that the paid ad valorem stamp duty (or any part thereof) cease to be payable because of the cancellation or termination of the Chargeable Agreement(s) or for whatever reason, the Purchaser shall forthwith carry out all steps and actions the Vendor requires to assist the Vendor to obtain the Refund from the competent authorities. The Purchaser hereby agrees that, whether or not there is already any cancellation or termination of the Chargeable Agreement(s) or not, the Purchaser shall, upon the request of Vendor, sign any relevant forms and documents for the purpose of enabling the Vendor to claim the Refund and/or authorize the Vendor to apply for the Refund and for such purpose, date and use the aforesaid forms and documents, fill in such other forms and documents as may be required and submit them to the competent authorities at any time the Vendor deems fit. Nothing herein shall prejudice the Vendor’s other rights and remedies for any breach of the Chargeable Agreement(s) by the Purchaser.

假如買方不能完成本物業的交易，賣方保留向買方追討索償及向稅務局申請退回已繳付的從價印花稅（「退款」）之權利。若因應稅協議被取消或終止或任何原因而不再需要繳付已付之從價印花稅（或其任何部份），買方須立即採取一切賣方要求之步驟及行動協助賣方從有關當局取回退款。買方特此同意，不論當時應稅協議是否已經被取消或終止，買方須因應賣方的要求簽署任何以容許賣方申請退款的任何相關表格及文件及／或授權賣方申請退款，及為該目的使用該表格及文件及為其填上日期，填寫其他所需的表格及文件及於賣方認為合適的時候將之遞交到有關當局。於此信件的任何規定均不影響賣方就買方違反應稅協議的其他權利及補償。

8. Nothing herein shall entitle the Purchaser to make any deduction of the AVD Benefit from the purchase price of the Property (or any part thereof) which the Purchaser is required to pay to the Vendor pursuant to the terms of the Chargeable Agreement(s). 於此信件的任何規定均不賦權買方以從價印花稅優惠對本物業樓價（或其任何部分）作任何扣減，買方須按照應稅協議的條款向賣方支付樓價。

9. The Purchaser shall procure and ensure that the Purchaser’s solicitors shall specify clearly in the relevant form of Stamping Request for stamping of the Agreement for Sale and Purchase the percentage of share of payment of the stamp duty paid by the Vendor (i.e. the percentage equivalent to that of the Stamp Duty Benefit bears to the stamp duty payable).

買方須促使及確保其代表律師在與正式合約相關的加蓋印花申請表格上清楚列明賣方就印花稅的繳款分配百分比（即相等於印花稅優惠佔應繳的印花稅的百分比）。

10. The rights or benefits conferred on the Purchaser hereunder are personal to the Purchaser and the Purchaser shall have no right to assign or otherwise transfer the same to any other person.

於此信件授予買方的權利或利益僅對買方有效，且買方無權向任何其他人士出讓或以任何方式轉讓任何該等權利或利益。

11. The terms and conditions herein are independent of the Chargeable Agreement(s) and nothing herein shall be deemed to supersede or vary any terms and/or conditions of the Preliminary Agreement or the Agreement for Sale and Purchase. All the rights and remedies of the Vendor under the Chargeable Agreement(s) shall not be affected by these terms and conditions. The terms and conditions herein constitute an agreement between the parties hereto independent from the Purchaser’s purchase of the Property and the Chargeable Agreement(s) and nothing herein contained or any failure by any party hereto to observe or perform any of its obligation hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Preliminary Agreement or the Agreement for Sale and Purchase, or the rights, duties or obligations of the parties to the Preliminary Agreement or the Agreement for Sale and Purchase. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, the Purchaser shall remain liable to be bound to observe and perform all the terms and conditions in the Chargeable Agreement(s) and to complete the purchase of the Property in accordance with the provisions of the Chargeable Agreement(s). The terms and conditions herein will not exonerate or exempt the Purchaser from being liable for his failure to complete the purchase. Any claim that the Purchaser may have under or in relation to or in connection with the terms and conditions herein shall be a claim against the Vendor for damages only.

於此信件的條款及條件獨立於應稅協議，其任何內容均不得視作取替或更改臨時合約或正式買賣合約內的任何條款及／或條件。賣方所有應稅協議下之權利及補償均不受此信件的條件及條款影響。於此信件的條款及條件構成於此所載之各方之間訂立的協議，且獨立於買方購買本物業及應稅協議，如此信件的任何內容或任何一方如未能遵守或履行其於此信件之任何責任，則臨時合約或正式買賣合約的運作、有效性或可強制執行性或臨時合約或正式買賣合約之下各方的權利、義務或責任亦不會被任何方式損害、變更或影響。為免生疑，若賣方未能履行其於此信件之責任，買方仍須遵守及履行應稅協議的所有條款及條件及按應稅協議的條款完成購買本物業。於此信件的條款及條件不排除或豁免買方在未能完成買賣時需負之責任。買方所有按或就此信件條款及條件提出的或與此信件條款及條件有關連的申索，只限於為了取得損害賠償的申索。

Annex 8
附件 8

12. The Chinese translation of this Letter is for reference purposes only. In case of any dispute, the English version shall prevail.
本信件中文譯本僅供參考，如與英文本有異，概以英文本為準。

Signed by the Purchaser(s) 買方簽署

Acknowledgement Letter for Viewing of Property
參觀物業確認函

Vendor 賣方	K WISE LIMITED 堅維有限公司			
Development 發展項目	ONE STANLEY No.128 Wong Ma Kok Road, Stanley, Hong Kong 香港赤柱黃麻角道 128 號			
Property 該物業	洋房編號 House No.	分層單位 Unit		
		座 Block	樓層 Floor	單位 Unit
Purchaser(s) 買方				
I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼				
Date 日期				

To 致： K Wise Limited (the "Vendor")
堅維有限公司("賣方")

1. I/We, the undersigned, refer to the Preliminary Agreement for Sale and Purchase in respect of the Property made between the Vendor and me/us on the date hereof.
本確認函關乎本人/吾等與賣方於本日期簽署的有關該物業的臨時買賣合約。
2. I/We, hereby acknowledge and confirm in writing the following :-
本人/吾等謹此承認並確認如下 :-
 - A. (If applicable) I/we have viewed the property(ies) and/or a comparable residential property of such property(ies), particulars of which are set out in the Schedule annexed to this letter.
(如適用) 本人/吾等已參觀載於本函附表之物業及/或相關物業之相若住宅物業。
 - B. The Vendor has arranged to let me/us view the Property before I/we entered into the Preliminary Agreement for Sale and Purchase in respect of the Property, but I/we had expressly and voluntarily declined the Vendor's arrangement for my/our viewing of the Property and I/we was/were and still am/are willing to proceed to enter into the Preliminary Agreement for Sale and Purchase in respect of the Property without having viewed the Property.
在簽署該物業之臨時買賣合約前本人/吾等已獲賣方安排參觀該物業，但本人/吾等明確及自願地拒絕賣方提供予本人/吾等參觀該物業的安排，並願意及至今仍願意在沒有參觀該物業的情況下簽署該物業之臨時買賣合約。
 - C. The Vendor has made arrangements for me/us to view the Property, but :-
本人/吾等謹以書面承認及同意賣方已安排本人/吾等參觀該物業，但 :-
 - (i) I/We understand that it is not reasonably practicable for the Property to be viewed by me/us;
本人/吾等明白開放該物業供本人/吾等參觀，並非合理地切實可行；
 - (ii) I/We understand that it is not reasonably practicable for any comparable residential property in the Development to be viewed by me/us; and
本人/吾等明白開放發展項目中與該物業相若的住宅物業供本人/吾等參觀，並非合理地切實可行；及
 - (iii) I/We agree in writing that the Vendor is not required to make such a comparable residential property available for viewing by me/us before the Property is sold to me/us.
本人/吾等以書面同意賣方無須在該物業售予本人/吾等之前開放與該物業相若的住宅物業供本人/吾等參觀。
3. I/We confirm that the Vendor have, or is deemed to have, complied with Division 5 of Part 2 of the Residential Properties (First-hand Sales) Ordinance (Cap. 621) regarding the requirements for viewing of property in completed development.
本人/吾等確認賣方已符合(或被視為已符合)《一手住宅物業銷售條例》(第 621 章)第 2 部第 5 分部有關參觀已落成發展項目中的物業之要求。
4. I/We confirm that this acknowledgement letter shall continue to have effect and subsist notwithstanding that the Preliminary Agreement for Sale and Purchase and the Agreement for Sale and Purchase do not expressly incorporate the provisions herein mentioned.

Annex 9
附件 9

本人/吾等確認儘管臨時買賣合約及買賣合約沒有明確包含本確認函的條款，本確認函亦將繼續維持有效及存續。

5. 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

[Applicable only for signing by Potential Purchaser]

[只適用於準買方]

To 致： K Wise Limited (the "Vendor")

堅維有限公司("賣方")

1. I/We, hereby acknowledge and confirm in writing that I/we have viewed the property(ies) and/or a comparable residential property of such property(ies), particulars of which are set out in the Schedule annexed to this letter.

本人/吾等謹此承認並確認本人/吾等已參觀載於本函附表之物業及/或相關物業之相若住宅物業。

2. 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 Potential Purchaser(s) 準買方簽署

H.K.I.D./Passport/B.R. No(s).

香港身份證/護照/商業登記證號碼 _____

Date 日期: _____

SCHEDULE
附表

Property(ies) 物業					Comparable residential property (C) 相若住宅物業/ Actual property (A) 實際物業	Date of Viewing 參觀日期	Signature of Purchaser(s) 買方簽署**
No. 編號	House 洋房	Block 座	Floor 樓層	Unit 單位			
1.	The Property as referred to in this Acknowledgement Letter 本確認函所述之該物業				C/A*		
2.					C/A*		
3.					C/A*		
4.					C/A*		
5.					C/A*		

* Delete as appropriate
刪去不適用者

** The Purchaser(s) must sign separately for each property viewed.
買方必須就所列其已參觀的每項物業分別簽署。

Acknowledgment Letter regarding Financing Plans
關於財務計劃的確認信

Vendor 賣方	K WISE LIMITED 堅維有限公司		
Development 發展項目	ONE STANLEY No.128 Wong Ma Kok Road, Stanley, Hong Kong 香港赤柱黃麻角道 128 號		
Property 該物業	洋房編號 House No.	分層單位 Unit	
		座 Block	樓層 Floor
			單位 Unit
	住宅停車位號碼 Residential Car Parking Space No.		
	住宅電單車停車位號碼 Residential Motor Cycle Parking Space No.		
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼			
Date 日期			

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

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

1. A copy of the “Reminder to Prospective Purchasers” issued by the Sales of First-hand Residential Properties Authority is produced in the Annex 1 hereto.
本確認信的附錄 1 載有一手住宅物業銷售監管局發出的「給準買家的提醒」。
2. The information document(s) on financing plan(s) offered by the Vendor’s designated financing company (“the Information Document(s)”) is/are produced in the Annex 2 hereto. The Vendor has reminded me/us to read the Information Document(s) if I/we intend to apply for any financing plan(s) offered by the Vendor's designated financing company.
本確認信的附錄 2 載有由賣方指定財務公司提供的財務計劃的資料文件(「資料文件」)。賣方已提醒本人/吾等，如本人/吾等有意申請由賣方指定財務公司提供的任何財務計劃，本人/吾等應細閱資料文件。
3. The Vendor has reminded me/us to directly enquire with the Vendor's designated financing company if in doubt about the details of the terms and conditions of the financing plan(s), approval conditions and application procedures.
賣方已提醒本人/吾等，如對財務計劃的條款及條件、批核條件和申請手續有疑問，應直接向賣方指定財務公司查詢有關詳情。
4. I/we confirm that I/we have been allowed sufficient time to read the “Reminder to Prospective Purchasers” and (if applicable) the Information Document(s).
本人/吾等確認本人/吾等獲給予足夠時間閱讀「給準買家的提醒」及(如適用)資料文件。
5. I/we understand that (a) all the terms and conditions of the financing plan(s) are subject to approval by the Vendor and/or the Vendor's designated financing company; and (b) the Vendor, its appointed estate agents and the Vendor's designated financing company will not provide any guarantee that I/we will be able to secure any mortgage, charge or loan or any desired terms to finance my/our purchase of the Property.
本人/吾等明白 (a) 財務計劃的所有條款及細則均以賣方及/或賣方指定財務公司所批核者為準；及 (b) 賣方、其委任的地產代理及賣方指定財務公司不會就本人/吾等能獲得任何按揭、押記或貸款或任何希望取得的條款用以資助本人/吾等購買本物業而作出任何保證。
6. The parties do not intend any term of this acknowledgement letter to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “CRTPO”) and agree that this acknowledgement letter shall be excluded from the application of the CRTPO.
各方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(「該條例」)強制執行本確認信下任何條款，並且同意排除該條例對本確認信的適用。
7. In the event of any conflict or discrepancy between the Chinese and English versions of this acknowledgement letter, the English version shall prevail.
如本確認信之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Annex 1 附錄1

給準買家的提醒

Reminder to Prospective Purchasers

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

- (a) 細閱有關價單和其他相關文件內列出的財務計劃資料(包括條款及條件等)；
Study carefully the information of the financing plans (including terms and conditions, etc) as set out in **the Price List(s)** and other relevant document(s):
- (b) 不要輕信地產代理等第三方的口頭承諾，例如保證獲得或易於取得按揭、押記或貸款的批核，並注意在交易完成時是否仍有相關的財務計劃等。口頭承諾應書寫下來，並經有關公司加簽，以避免爭議；
Always be **cautious about verbal undertaking**, for example, guaranteed or ease of approval of any mortgage, charge or loan, made by third party (such as an estate agent), whether the financing plan will be available at the time of completion of the transactions, etc. Verbal undertaking should be **put in writing** with endorsement from the company concerned to avoid dispute.
- (c) 直接向賣方或其指定財務公司(視屬何種情況而定)查詢有關財務計劃的條款及條件(包括任何提早還款的罰款)、批核條件和申請手續(包括有關財務計劃是否只在特定時限內提供)等詳情；
Enquire with the vendor or Designated FC (as the case may be) **direct** about the details of the terms and conditions of the financing plan(s) (including any penalty on early redemption), approval conditions and application procedures, including whether there will be time limit within which the financing plan is available:
- (d) 在賣方或其指定財務公司(視屬何種情況而定)以書面形式確認根據財務計劃可取得的貸款額及相關條款前，切勿貿然簽訂臨時買賣合約。在簽署任何文件前，應小心閱讀合約文件內容，並在有需要時徵詢法律意見；以及
Do NOT enter into PASP rashly before ascertaining from the vendor or Designated FC (as the case may be) **in writing** the amount of loan that can be obtained and the terms under the financing plan(s). Read the contractual documents carefully and seek legal advice if considered necessary before you sign any document; and
- (e) 保持冷靜並審慎考慮以下事項：
Remain cool-headed and critically consider the followings:
- 留意任何有關最低入息水平、提供收入證明及通過壓力測試的規定。查看一按和二按的最長還款期、利率及貸款上限；
Be mindful of any requirement on minimum income level, provision of income proof and passing of stress test. Check the maximum loan repayment period, interest rate and loan limit under the first mortgage and second mortgage;
 - 注意在購買日與付款日之間財務狀況、批核準則和其他情況可能有變的風險，因而影響你根據財務計劃取得的貸款的能力；
Be mindful of risk of change of financial condition, approval criteria and other circumstances that may occur between the date of purchase and date of payment and may affect your ability to obtain loan under the financing plan;

- 對按揭成數高的按揭貸款計劃要特別留神，尤其是擬選用建築期付款方式的準買家。如在此期間，住宅物業的市值跌至低於買入價或利率上升，你未必可以向賣方、其指定財務公司或銀行借得足夠款額以完成交易。如你並沒有額外資金完成交易，你的首期付款很可能會被沒收。

Pay attention to mortgage loan plans with high loan-to-value ratio, particularly if you are selecting stage payment. Should the market value of the residential property fall below the original transaction price or when there is an increase in the interest rates during the interim period, you may not be able to borrow enough money from the vendor or Designated FC or bank to complete the transaction. If you have no extra funds to complete the transaction, your down payment will very likely be forfeited;

- 負擔能力與還款能力 - 在免息免供期完結後，按揭還款額及利息可能會大幅增加。鑑於利息處於上升周期，利息支出可能會進一步上升；以及

Affordability and repayment ability – after the end of interest and repayment holidays, the mortgage repayment amount and the interest incurred may increase significantly. Taking into account the rising cycle of interest rate, the interest payable will likely increase further; and

- 就你在財務計劃和買賣合約方面的權利與義務徵詢法律意見。舉例說，如有關財務計劃不再接受申請，或你未能根據有關計劃取得貸款，你有什麼選擇？

Seek legal advice on your rights and obligations under the financing plan and the sale and purchase agreement. For instance, what are your options if the financing plan is no longer available or you are not able to obtain a loan thereunder?

Annex 10
附件 10

Annex 2 附錄 2

The Information Document(s)
資料文件

Information Document on Loan Offer
貸款優惠資料文件

Name of Development 發展項目名稱	ONE STANLEY
Loan Offer 貸款優惠	Standby Second Mortgage Loan (“Second Mortgage Loan”) 備用第二按揭貸款(『第二按揭貸款』)
Key Terms of Loan Offer 貸款優惠主要條款	Please refer to the following appendix for details 詳情請參閱以下附錄
Remark 注意	<ol style="list-style-type: none">1. The above loan offer is only applicable to certain payment plan(s). 上述貸款優惠只適用於某些付款計劃。2. If a purchaser utilizes the above loan offer, the purchaser may not be entitled to certain other benefits (e.g. other loan offer(s), cash rebate(s), etc.). 如買方使用上述貸款優惠，買方有可能不會享有某些其他優惠(例如其他貸款優惠、現金回贈等)。3. Please refer to the relevant Tender Document (and its revision) for details and all terms are subject to the tender document. The Vendor may revise the key terms of the loan offer from time to time. 詳情請參閱相關招標文件(及其修訂)及以招標文件所載條款為準。賣方可能不時修訂貸款優惠的主要條款。4. (If applicable) For information on the calculation of the “net purchase price” mentioned in the loan offer annexed hereto, please refer to the relevant payment plan(s) as stated in the relevant Tender Document (and its revision). (如適用)有關附錄內的貸款優惠提及的『淨樓價』的計算方法，請參閱相關招標文件(及其修訂)內的相關付款計劃。

Appendix: Standby Second Mortgage Loan (“Second Mortgage Loan”)

附錄：備用第二按揭貸款(『第二按揭貸款』)

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

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

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

- I. The Purchaser makes a written application to the designated financing company for a Second Mortgage Loan not less than 60 days before the date of completion of sale and purchase of the Property. Late loan applications will not be processed by the designated financing company.
買方必須於完成該物業之買賣交易日前最少 60 日以書面向指定財務機構申請第二按揭貸款。指定財務機構將不會處理逾期貸款申請。
- II. The Second Mortgage Loan shall be secured by a second legal mortgage over the Property.
第二按揭貸款以該物業之第二法定按揭作抵押。
- III. The maximum tenor of Second Mortgage Loan shall be 10 years or the tenor of first mortgage loan (offered by the first mortgagee bank), whichever is shorter.
第二按揭貸款年期最長為 10 年，或第一按揭貸款(由第一按揭銀行提供)之年期，以較短者為準。
- IV. The maximum amount of the Second Mortgage Loan shall be 25% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall not exceed 85% of the net purchase price, or the balance of purchase price payable, whichever is lower.
第二按揭貸款的最高金額為淨樓價的 25%，惟第一按揭貸款(由第一按揭銀行提供)及第二按揭貸款總金額不可超過淨樓價的 85%，或應繳付之樓價餘額，以較低者為準。
- V. Interest payment will not be required for the first 24 months of the tenor of the Second Mortgage Loan. Interest shall be calculated and payable starting from the 25th month of the tenor of the Second Mortgage Loan. For the 25th to 48th month of the tenor of the Second Mortgage Loan, the interest rate shall be at Hong Kong Dollar Best Lending Rate, subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
第二按揭貸款為首 24 個月免息期，利息由第二按揭貸款年期的第 25 個月開始計算。第二按揭貸款年期的第 25 至 48 個月之年利率為港元最優惠利率，利率浮動。最終利率以指定財務機構批核的利率。

Starting from the 49th month, the interest rate shall be at Hong Kong Dollar Best Lending Rate plus 1.5% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
第 49 個月開始，年利率為港元最優惠利率加 1.5% p.a.，利率浮動。最終利率以指定財務機構批核的利率。
- VI. The Property shall only be self-occupied by the Purchaser.
該物業只可供買方自住。
- VII. The Purchaser shall repay the Second Mortgage Loan by monthly instalments.
買方須以按月分期償還第二按揭貸款。
- VIII. No prepayment penalty for full repayment or partial prepayment is levied, but 1 month’s prior written

notice to the designated financing company is required. Each partial prepayment shall be at least HK\$1,000,000.

全數或部分償還不徵收提前償還罰款，但須於一個月前以書面提前通知指定財務機構。每次部分償還必須不少於港幣\$1,000,000。

IX. The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any). The Purchaser and his/her/its guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估。買方及其擔保人(如有)必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。

X. The first mortgagee bank shall be nominated and referred by the designated financing company and the Purchaser shall obtain prior consent from the first mortgagee bank to apply for the Second Mortgage Loan.

第一按揭銀行須為指定財務機構所指定及轉介之銀行，買方並且須首先得到該銀行同意辦理第二按揭貸款。

XI. The first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall be approved by the relevant mortgagees independently.

第一按揭貸款(由第一按揭銀行提供)及第二按揭貸款須由有關承按機構獨立審批。

XII. All legal documents of the Second Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the Second Mortgage Loan.

所有第二按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第二按揭貸款的律師費用及代墊付費用。

XIII. The Purchaser shall pay HK\$10,000 being the non-refundable application fee for the Second Mortgage Loan.

買方須就申請第二按揭貸款支付港幣\$10,000 不可退還的申請手續費。

XIV. **In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.**

指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。

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

買方敬請向指定財務機構查詢有關第二按揭貸款用途及詳情。第二按揭貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按正式合約(包括所有修改後的正式合約及補充合約)完成該物業的交易及繳付該物業的樓價全數。

XVI. The Second Mortgage Loan is subject to other terms and conditions.

第二按揭貸款受其他條款及細則約束。

XVII. No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the Second Mortgage Loan.

賣方無給予或視之為已給予任何就第二按揭貸款之安排及批核的陳述或保證。

Note: The bank will, in the course of approving any mortgage, take into account the terms and conditions of the Second Mortgage Loan in accordance with Hong Kong Monetary Authority guidelines. For details, please enquire with the banks.

備註：銀行會根據香港金融管理局的指引，將第二按揭貸款的條款納入銀行的按揭審批考慮。詳情請向有關銀行查詢。

Acknowledgement Letter regarding “Early Occupation Benefit”
先住後付優惠確認函

Vendor 賣方	K WISE LIMITED 堅維有限公司		
Development 發展項目	ONE STANLEY No.128 Wong Ma Kok Road, Stanley, Hong Kong 香港赤柱黃麻角道 128 號		
Property 該物業	洋房編號 House No.	分層單位 Unit	
		座 Block	樓層 Floor
			單位 Unit
	住宅停車位號碼 Residential Car Parking Space No.		
	住宅電單車停車位號碼 Residential Motor Cycle Parking Space No.		
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼			
Date 日期			

To the Purchaser(s) 致買方：

1. The Vendor confirms that the Purchaser may utilize the Early Occupation Benefit (the “**Benefit**”) to occupy the Property before completion of the sale and purchase of the Property subject to the terms and conditions below:
賣方確認買方可使用先住後付優惠(「**該優惠**」)於該物業的買賣成交前佔用該物業，該優惠之提供受制於以下條件及條款：
 - (a) The Purchaser shall submit the application form for the Benefit (the “**Application**”) to the Vendor.
買方須向賣方遞交該優惠的申請表格(「**該申請**」)。
 - (b) On or before the submission of the Application, the Purchaser has paid to the Vendor not less than 15% of the purchase price of the Property;
買方於遞交該申請之日或之前已向賣方繳付不少於該物業樓價的 15%。
 - (c) The Purchaser shall execute a licence agreement of the Property (the “**Licence Agreement**”) in the form and content prescribed by the Vendor's solicitors without amendment in respect of the Property with principal terms as follows:
買方須簽署一份該物業之許可協議(「**許可協議**」)，格式及內容由賣方律師訂明，買方不得要求任何修改，許可協議主要條款如下：
 - (i) The licence period shall commence on the 31st day (or such other day as may be determined by the Vendor in its absolute discretion) after the receipt of the Application by the Vendor and shall end upon the date of completion of sale and purchase of the Property as specified in the agreement for sale and purchase of the Property (the “**Agreement**”) or the actual date of completion of the sale and purchase of the Property, whichever is the earlier;
許可期由賣方收到該申請後的第 31 日(或賣方按其酌情權決定的其他日子)開始，及必須在該物業的正式買賣合約(「**買賣合約**」)內訂明的完成該物業之買賣交易日或實際完成該物業之買賣交易日終止，以較早日期為準；
 - (ii) The Purchaser shall pay a non-refundable licence fee equal to 15% of the purchase price;
買方須繳付不可退還的許可費用，金額為樓價 15%；
 - (iii) The Purchaser shall be responsible for payment of the stamp duty adjudication fee and stamp duty (if any) on the Licence Agreement, the legal costs for the preparation and execution of the Licence Agreement and the management fees, government rates and rents, utilities charges, utilities deposits and all other outgoings, etc. of the Property during the licence period;
買方必須負責繳付許可協議之印花稅裁定費及印花稅(如有)、準備和簽署許可協議所需之所有律師費及於許可佔用期內該物業之管理費、差餉、地租、公用事業服務收費、公用事業服務按金及其它開支等；
 - (iv) During the licence period, the Purchaser shall not alter the internal layout or partition of the Property or do anything which require or may require amendment(s) of the approved building plans or carry out any works to the Property without the prior approval of the Vendor.

在許可佔用期內，買方不可改變該物業的內部布局或間隔或作出任何行為而導致經批准的建築圖則須要或可能須要修改或在未有賣方批准前對該物業進行任何工程。

- (v) During the licence period, the Purchaser shall not sub-sell or (save with prior consent of the Vendor) sub-license the residential property.

在許可佔用期內，買方不可將該物業轉售或(除非得到賣方事先同意)轉租。

- (vi) The Purchaser shall at his own costs and expenses effect and maintain during the licence period insurance cover in respect of liability for loss, injury or damage to any person or property whatsoever caused through or by any act, neglect, default or omission of him or any related party. The policy of insurance shall be effected with an insurance company nominated or approved by the Vendor and shall provide cover for (i) the Purchaser (ii) the Vendor and (iii) the Manager of the Development and shall be in such amount as the Vendor may specify and shall contain a clause to the effect that the insurance cover thereby effected and the terms and conditions thereof shall not be cancelled, modified or restricted without the prior written consent of the Vendor.

在許可佔用期內，買方須自費維持和維護因買方或任何相關方之任何行為、疏忽、失責或遺漏而導致的對任何人或財產所造成的損失、傷害、損害的責任保險。保單應由賣方指定或批准的保險公司發出，並應為(i)買方(ii)賣方和(iii)發展項目的管理人提供保障，賣方可以指定保障金額，並包含一個條款，表明由此產生的保障範圍，未經賣方事先書面同意，不得取消，修改或限制其條款和條件。

- (vii) Upon the termination of the Licence Agreement (except upon the completion of the sale and purchase of the Property in accordance with the Agreement), the Purchaser shall be responsible for and pay the Vendor the costs and expenses to reinstate the Property and the fittings, finishes and appliance as set out in the Agreement incorporated into the Property to the condition as at the start date of the licence period.

在許可協議終止後(按買賣合約完成該物業買賣交易除外)，買方須負責及向賣方支付將該物業及按買賣合約中所述已納入該物業的裝置、裝修物料及設備恢復至許可佔用期的開始日期時的狀況的費用和開支。

- (viii) The Benefit is subject to other terms and conditions.

該優惠受其他條款及細則約束。

- (d) The Vendor confirms that if the Purchaser has utilized the Benefit, subject to:

賣方確認，若買方已使用該優惠，受限於以下為前提：

- (i) the purchase price has been fully settled according to the date(s) stipulated in the Agreement;

樓價依照買賣合約訂定的日期付清；

- (ii) the sale and purchase of the Property has been completed pursuant to the Agreement;

已依照買賣合約完成該物業的買賣；

- (iii) each instalment of licence fee has been fully paid according to the respective dates stipulated in the Licence Agreement during the licence period; and

許可佔用期中每期許可費用均依照許可協議訂定的日期付清；及

- (iv) the terms and conditions of the Licence Agreement have been complied with in all respects,

許可協議的條款和條件全面均已遵守，

the Vendor will apply the total sum of the licence fee paid during the licence period towards settlement of part of the balance of the purchase price upon completion of the sale and purchase of the Property.

賣方會在該物業買賣完成時將許可期中已支付之許可費用的總數直接用於支付部份樓價餘額。

2. The provision of the Benefit is subject to the full observance and performance of and compliance with the terms and conditions as set out in this Letter, the Licence Agreement, the preliminary agreement for sale and purchase (the “**Preliminary Agreement**”) and the Agreement on the Purchaser's part. In the event that any of the terms and conditions contained in this Letter, the Licence Agreement, Preliminary Agreement or the Agreement has not been observed performed or complied with by the Purchaser, the Vendor shall be entitled to withdraw the Benefit forthwith without prejudice to the Vendor's other rights and claims under this Letter, the Licence Agreement, Preliminary Agreement or Agreement or other applicable laws.

在買方完全遵守、履行及符合買方於本函、許可協議、臨時合約及買賣合約所列的條款及條件的前提下，賣方會提供該優惠。假如本函、許可協議、臨時買賣合約(「**臨時合約**」)或買賣合約內任何條款或條件未被買方遵守、履行或符合，賣方有權即時撤銷該優惠，且並不損害賣方於有關本函、許可協議、臨時合約或買賣合約或其他適用法律下之其他權利及申索。

3. This Letter is an agreement independent of the Preliminary Agreement and the Agreement and nothing herein shall be deemed to supersede or vary any terms and/or conditions of the Preliminary Agreement or the Agreement. All the rights and remedies of the Vendor under the Preliminary Agreement and the Agreement shall not be affected by this Letter. This Letter constitutes an agreement between the parties hereto independent from the Purchaser's purchase of the Property, the Preliminary Agreement

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and the Agreement and nothing herein contained or any failure by any party hereto to observe or perform any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Preliminary Agreement or the Agreement, or the rights, duties or obligations of the parties to the Preliminary Agreement or the Agreement. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, the Purchaser shall remain liable to be bound to observe and perform all the terms and conditions in the Preliminary Agreement and the Agreement and to complete the purchase of the Property in accordance with the provisions of the Preliminary Agreement and the Agreement. Any claim that the Purchaser may have under or in relation to or in connection with this Letter shall be a claim against the Vendor for damages only.

本函為一獨立於臨時合約及買賣合約之協議，其任何內容均不得視作取替或更改臨時合約或買賣合約內的任何條款及/或條件。賣方在臨時合約及買賣合約下之所有權利及補償均不受本函影響。本函乃由本函各方之間訂立且獨立於買方購買該物業、臨時合約及買賣合約之協議，本函任何內容或本函任何一方未能遵守或履行其於本函下之任何責任均不會被任何方式損害、變更或影響臨時合約或買賣合約的運作、有效性或可強制執行性或臨時合約或買賣合約各方的權利、義務或責任。為免生疑，若賣方未能履行其於本函內之責任，買方仍須遵守及履行臨時合約及買賣合約的所有條款及條件及按臨時合約及買賣合約的條款完成購買該物業。所有按或就本函提出的或與本函有關連的而可由買方對賣方提出的申索，只限於為了取得損害賠償的申索。

4. Time shall be of the essence of this letter.

在本函中的時間規定須嚴格遵守。

5. All the rights and benefits conferred on the Purchaser upon the terms and conditions of this Letter are non-assignable and non-transferable and can only be exercised and enjoyed by the Purchaser personally.

所有根據本函條款及條件賦予買方之權利及優惠均不能轉讓及轉移，及只能由買方本人行使及享用。

6. The Chinese translation of this letter is for reference only. In case of any discrepancy between the Chinese translation and the English version, the English version shall prevail.

本函之中文譯本僅供參考之用，如有差異，仍以英文本為準。

Signed by the Purchaser(s) 買方簽署

Acknowledgement Letter regarding “Early Settlement Cash Rebate”
提前付清樓價現金回贈確認函

Vendor 賣方	K WISE LIMITED 堅維有限公司		
Development 發展項目	ONE STANLEY No.128 Wong Ma Kok Road, Stanley, Hong Kong 香港赤柱黃麻角道 128 號		
Property 該物業	洋房編號 House No.	分層單位 Unit	
		座 Block	樓層 Floor
			單位 Unit
	住宅停車位號碼 Residential Car Parking Space No.		
	住宅電單車停車位號碼 Residential Motor Cycle Parking Space No.		
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼			
Date 日期			

To the Purchaser(s) 致買方：

- We, K Wise Limited, refer to your purchase of the Property under the Preliminary Agreement for Sale and Purchase (the “**Preliminary Agreement**”) on the date hereof.
本公司堅維有限公司現就閣下根據本日期的臨時買賣合約（以下稱「**臨時合約**」）購買該物業一事致函閣下。
- If the Purchaser shall settle the balance of the purchase price in full earlier than due date of payment as specified in the Formal Agreement for Sale and Purchase (the “**Agreement**”) and perform and comply with in all respects the terms and conditions of the Preliminary Agreement and the Agreement (in respect of which time shall be of the essence), the Vendor will provide a cash rebate (“**Cash Rebate**”) to the Purchaser according to the terms and conditions set out in this letter.
如買方提前於正式買賣合約（「**買賣合約**」）訂明的付款限期日之前付清物業之樓價餘款及在所有方面履行和遵守該物業之臨時合約及買賣合約內一切的條款及條件（必須嚴格遵行所有時間限制），則賣方將依本函所載列條件及條款提供提前付清樓價現金回贈予買方（「**現金回贈**」）。
- Amount of Cash Rebate according to the date of settlement of the balance of Purchase Price[^]
按以下日期提前付清樓價餘款[^]之現金回贈金額:

(Only applicable if selected Terms of Payment (B) (i.e., “240 Immediate Mortgage Payment Plan”)

只適用於選擇支付計劃(B)「240 天即供付款計劃」之買方)

Date of settlement of the balance of the purchase price 付清樓價餘額日期	Cash Rebate amount 現金回贈金額
Within 120 days after the date of signing of the PASP 簽署臨時合約日期後 120 日內	1.5 % of the purchase price 樓價的 1.5%
Within 180 days after the date of signing of the PASP 在簽署臨時合約日期後 180 日內	0.75 % of the purchase price 樓價的 0.75%

(Only applicable if selected Terms of Payment (C) or (D) (i.e., “360 Immediate Mortgage Payment Plan” or “360 Early Occupation Payment Plan”)

只適用於選擇支付計劃(C)「360 天即供付款計劃」或 (D)「360 天先住後付付款計劃」之買方)

Date of settlement of the balance of the purchase price 付清樓價餘額日期	Cash Rebate amount 現金回贈金額
Within 180 days after the date of signing of the PASP 簽署臨時合約日期後 180 日內	2.25 % of the purchase price 樓價的 2.25%
Within 240 days after the date of signing of the PASP 在簽署臨時合約日期後 240 日內	1.5 % of the purchase price 樓價的 1.5%
Within 300 days after the date of signing of the PASP 在簽署臨時合約日期後 300 日內	0.75 % of the purchase price 樓價的 0.75%

[^] The date of settlement shall be the actual date on which payment is received by Vendor’s solicitors.

[^] 以賣方代表律師實際收到款項日期計算。

Annex 12
附件 12

4. The Vendor will apply directly the Cash Rebate for part payment of the balance of purchase price payable by the Purchaser pursuant to the Preliminary Agreement and the Agreement provided that the Purchaser shall give a written notice to the Vendor not less than 30 days before the proposed date of full payment of balance of purchase price. The Cash Rebate is personal and exclusive to the Purchaser who shall have no right to assign or transfer the Cash Rebate to any third party. Whether or not the Vendor pays the Cash Rebate to the Purchaser, the Purchaser shall still be obliged to perform and comply with all the terms and conditions of the Preliminary Agreement and the Agreement and to complete the purchase of the Property in accordance with the terms and condition contained therein.

賣方會將現金回贈直接用於支付部份買方依臨時合約及買賣合約應付之樓價餘款，惟買方必須於擬提前付清樓價餘款的日期不少於 30 天前書面通知賣方。現金回贈為買方個人所有，買方無權轉讓或轉移現金回贈予任何第三方。無論賣方是否支付現金回贈予買方，買方仍必須履行和遵守臨時合約及買賣合約內一切的條款與條件，並依其條款及條件完成該物業之買賣。

5. In the event that the Purchaser fails to observe, perform or comply with any of the terms and conditions contained in this letter, the Preliminary Agreement or the Agreement, the Vendor shall be entitled to withdraw the payment of the Cash Rebate forthwith and/or ask for refund of the Cash Rebate without prejudice to the Vendor's other rights and claims under the Preliminary Agreement and the Agreement or at law. Any claim that the Purchaser may have under or in relation to or in connection with this letter shall be a claim against the Vendor for damages only.

一旦買方未能遵守、履行或遵從本函條款、臨時合約或買賣合約內任何條款或條件，賣方有權撤銷現金回贈及／或要求退還現金回贈，且不影响賣方在臨時合約、買賣合約或法律上之其他權利與申索。買方只可就本函向賣方提出損害賠償之申索。

6. Time shall be of the essence of this letter.

在本函中的時間規定須嚴格遵守。

7. This letter is an agreement independent of the Preliminary Agreement and the Agreement and nothing in the contents herein shall be deemed to supersede or vary any terms and/or conditions of the Preliminary Agreement and the Agreement. All the rights and remedies of the Vendor under the Preliminary Agreement and the Agreement shall not be affected by this letter. This letter constitutes an agreement between the parties hereto independent from the Purchaser's purchase of the Property, the Preliminary Agreement and the Agreement and nothing herein contained or any failure by any party hereto to observe or perform any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Preliminary Agreement and the Agreement or the rights, duties or obligations of the parties to the Preliminary Agreement and the Agreement.

本函為一獨立於臨時合約及買賣合約之協議，本函任何內容均不得視作取替或更改臨時合約及買賣合約內的任何條款及／或條件。賣方在臨時合約及買賣合約下之所有權利及補償均不受本函影響。本函乃由本函各方之間訂立且獨立於買方購買該物業、臨時合約及買賣合約之協議，本函任何內容或本函任何一方未能遵守或履行其於本函下之任何責任均不會以任何方式損害、變更或影響臨時合約及買賣合約的運作、有效性或可強制執行性或相關臨時合約或相關買賣合約各方的權利、義務或責任。

8. The Chinese translation of this letter is for reference only. In case of any discrepancy between the Chinese translation and the English version, the English version shall prevail.

本函之中文譯本僅供參考之用，如有差異，仍以英文本為準。

For and on behalf of
K WISE LIMITED
謹代表堅維有限公司

Authorized Signature(s)
授權人士簽署

After due and careful consideration of the contents of this Letter, I/we agree to accept and be bound by all the terms and conditions herein set out.

經妥當及謹慎考慮本信件的内容後，本人/吾等同意接受本函所列的所有條款與細則及受其約束。

Signed by the Purchaser(s) 買方簽署

Acknowledgement Letter Regarding Parking Spaces
停車位確認函

Vendor 賣方	K WISE LIMITED 堅維有限公司		
Development 發展項目	ONE STANLEY No.128 Wong Ma Kok Road, Stanley, Hong Kong 香港赤柱黃麻角道 128 號		
Property 該物業	住宅停車位號碼 Residential Car Parking Space No.		
	住宅電單車停車位號碼 Residential Motor Cycle Parking Space No.		
Specified Residential Property 指定住宅物業	洋房編號 House No.	分層單位 Unit	
		座 Block	樓層 Floor
			單位 Unit
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼			
Date 日期			

To 致： K Wise Limited (the "Vendor")
堅維有限公司(「賣方」)

1. I/We, the undersigned, hereby acknowledge and confirm that prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property ("Preliminary Agreement"), I/we am/are fully aware of and agree to, and you have fully disclosed to me/us, the following:-

本人/我們，以下簽署者，特此承認及確認於本人/我們簽署該物業的臨時買賣合約(「臨時合約」)之前，本人/我們已知悉及同意和 貴司已向本人/我們完全披露下列事項：

(a) According to Special Condition Nos.(23)(a) and (23)(c) of the land grant ("Land Grant") of Rural Building Lot No. 1201 (the "Lot") and the Deed of Mutual Covenant and Management Agreement ("DMC") of the Development, the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces (as the case may be) in the Development shall only be used for the parking of motor vehicles and motor cycles (as the case may be) licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to residents of the residential units in the Development and their bona fide guests, visitors or invitees and in particular, the Residential Car Parking Spaces and the Motor Cycle Parking Spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

根據鄉郊建屋地段第 1201 號(「該地段」)的批地文件(「批地文件」)特別條款第(23)(a)及(23)(c)條和發展項目的公契及管理協議(「公契」)規定，發展項目內的住宅停車位和住宅電單車停車位(視乎情況而定)僅能用作供按《道路交通條例》、其下的任何規例及任何修訂法例獲發牌及屬於發展項目內住宅單位的住戶、以及他們的真正來賓、訪客或獲邀請人士之車輛或電單車停泊(視乎情況而定)，特別是發展項目內的住宅停車位和住宅電單車停車位不得作儲存、陳列或展示車輛以作銷售或其他用途或提供車輛清潔及美容服務。

(b) Under Special Condition No.(27)(a) of the Land Grant, the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:-

根據批地文件特別條款第(27)(a)條規定，住宅停車位和住宅電單車停車位不能：

(i) assigned except
轉讓，除非

(I) together with undivided shares in the Lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the Lot; or
連同該地段附有該地段的已建或擬建建築物的住宅單位的獨有使用權及獨有管有權的不可分割份數一同轉讓；或

(II) to a person who is already the owner of undivided shares in the Lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the Lot; or
轉讓予一名已擁有該地段的已建或擬建建築物的住宅單位的獨有使用權及獨有管有權的不可分割份數的人士；或

(ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the Lot

分租，除非租予該地段已建或擬建的建築物內住宅單位的住戶，

Provided that in any event not more than three in number of the total of the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential unit in the building or buildings erected or to be erected on the Lot.

惟在任何情況下，不得轉讓或分租總數超過 3 個住宅停車位和住宅電單車停車位予該地段已建或擬建建築物內任何一個住宅單位的業主或住戶。

- (c) Pippings, drains, cables, wires and/or any other fixtures, fittings or installations not serving the Residential Car Parking Space or the Residential Motor Cycle Parking Space may exist overhead or underneath the Residential Car Parking Space or the Residential Motor Cycle Parking Space and drainage channels and/or channel covers may also exist within the Residential Car Parking Space or the Residential Motor Cycle Parking Space and that no requisition or objection or claim whatsoever shall be made by the Purchaser(s) or will be entertained by the Vendor in respect thereof.

住宅停車位或住宅電單車停車位之上方或下面，可能有非供該住宅停車位或住宅電單車停車位使用的管道、溝渠、電纜、電線及/或其他固定裝置、裝飾或設備存在，亦可能有排水管道及/或管道蓋位於該住宅停車位或住宅電單車停車位範圍內，買方不得為此提出要求、反對或索償，賣方亦不會接納該等要求、反對或索償。

2. I/We agree to comply with the provisions of the Land Grant and the DMC.

本人/我們同意遵守批地文件和公契的規定。

3. **(I) For uncompleted sale and purchase of the Specified Residential Property:**

(I) 適用於未完成指定住宅物業的買賣交易:

- (a) I/We, the undersigned, hereby declare and confirm that I/we have entered into a preliminary agreement for sale and purchase / an agreement for sale and purchase in respect of the Specified Residential Property and (in the case where only a preliminary agreement for sale and purchase has been entered into in respect of the Specified Residential Property) shall enter into an agreement for sale and purchase in respect of the Specified Residential Property before entering into the agreement for sale and purchase of the Property.

本人/我們，以下簽署者，特此聲明及確認本人/我們已訂立有關指定住宅物業的臨時買賣合約/正式買賣合約，及(在只有訂立有關指定住宅物業的臨時買賣合約的情況下)將會在訂立有關該物業的正式買賣合約前訂立有關指定住宅物業的正式買賣合約。

- (b) I/We hereby undertake and agree that we shall complete the sale and purchase of the Specified Residential Property and execute the Assignment thereof with the Vendor before or simultaneously with the completion of the sale and purchase of the Property.

本人/我們承諾及同意，必須於該物業的買賣交易完成之前或同時完成指定住宅物業的買賣交易並與賣方簽立指定住宅物業的轉讓契。

- (c) I/We hereby expressly agree and confirm that should I/we fail to complete the sale and purchase of the Specified Residential Property as aforesaid, the Preliminary Agreement of the Property and its subsequent agreement for sale and purchase shall be terminated or deemed to be terminated forthwith and all deposits up to 10% of the purchase price of the Property paid by me/us for the purchase of the Property shall be absolutely forfeited by the Vendor and the Vendor is entitled to recover from me/us any and all related legal costs, charges, disbursements, fees and losses and damages without any compensation to, claims and/or demand from the Purchaser(s), and without prejudice to the rights of the Vendor under the Preliminary Agreement and/or the subsequent agreement for sale and purchase of the Property.

本人/我們明文同意及確認，倘若本人/我們未能完成指定住宅物業的買賣交易，則該物業的臨時合約及其後的正式買賣合約須立即終止或視為被終止。在不影響賣方在臨時合約及/或其後有關該物業的正式買賣合約所享有的權利，本人/我們已付購買該物業樓價可達 10% 的訂金將無條件地被賣方沒收，賣方亦有權向本人/我們追索一切有關法律費用、開支、支出、費用及損失及損害賠償，買方不得向賣方提出任何申索或要求。

OR 或

(II) For completed sale and purchase of the Specified Residential Property:

(II) 適用於已完成指定住宅物業的買賣交易:

- (d) I/We, the undersigned, hereby declare and confirm that I/we am/are the owner(s) of the Specified Residential Property.

本人/我們，以下簽署者，特此聲明及確認本人/我們為指定住宅物業的業主。

- (e) I/We shall upon request produce such documentary evidence as required by the Vendor to prove such ownership and compliance with the relevant provisions of the Land Grant and the DMC to the satisfaction of the Vendor. Notwithstanding the signing of the Preliminary Agreement and/or the subsequent agreement for sale and purchase of the Property, if, at any time on or before completion of the sale and purchase of the Property, the Purchaser(s) fails to provide the Vendor with valid documents proving himself/herself as a registered owner of the Specified Residential Property of the Development, the Preliminary Agreement of the Property and its subsequent agreement for sale and purchase shall be terminated or

deemed to be terminated forthwith and all deposits up to 10% of the purchase price of the Property paid by me/us for the purchase of the Property shall be absolutely forfeited by the Vendor and the Vendor is entitled to recover from me/us any and all related legal costs, charges, disbursements, fees and losses and damages without any compensation to, claims and/or demand from the Purchaser(s), and without prejudice to the rights of the Vendor under the Preliminary Agreement and/or the subsequent agreement for sale and purchase of the Property.

本人/我們須於賣方要求時提供賣方所要求之文件證據以證明其上述擁有權及已遵從批地文件及公契的相關規定至賣方滿意。不論是否簽署臨時合約及/或有關該物業的正式買賣合約，若買方在該物業成交時或成交前的任何時候未能出示有效文件以證明為發展項目指定住宅物業之合法業主，則該物業的臨時合約及其後的正式買賣合約須立即終止或視為被終止。在不影響賣方在臨時合約及/或其後有關該物業的正式買賣合約所享有的權利，本人/我們已付購買該物業樓價可達 10% 的訂金將無條件地被賣方沒收，賣方亦有權向本人/我們追索一切有關法律費用、開支、支出、費用及損失及損害賠償，買方不得向賣方提出任何申索或要求。

4. The Property must be purchased under one single Preliminary Agreement for Sale and Purchase, one single formal Agreement for Sale and Purchase and one single Assignment.

該物業的購買必須採用同一份臨時買賣合約、同一份正式買賣合約及同一份轉讓契。

5. This Acknowledgment Letter shall take effect and prevail over the terms of the Preliminary Agreement and/or the subsequent agreement for sale and purchase of the Property and shall not be superseded by any terms or conditions in the Preliminary Agreement or the agreement for sale and purchase of the Property to the contrary.

本確認函將凌駕於臨時合約及/或其後有關該物業的正式買賣合約之條款而生效，而且將不會被臨時合約或有關該物業的正式買賣合約中任何相反條款或條件所取代。

6. This Acknowledgment Letter shall be binding upon me/us as the Purchaser until completion of the sale and purchase of the Property.

本確認函具有約束本人/我們作為買方的約束力，直至完成該物業的買賣。

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

如本確認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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Letter Regarding First 3 Years Warranty Offer
關於首 3 年保修優惠的信件

Vendor 賣方	K WISE LIMITED 堅維有限公司			
Development 發展項目	ONE STANLEY No.128 Wong Ma Kok Road, Stanley, Hong Kong 香港赤柱黃麻角道 128 號			
Property 該物業	洋房編號 House No.	分層單位 Unit		
		座 Block	樓層 Floor	單位 Unit
Purchaser(s) 買方				
I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼				
Date 日期				

We, K Wise Limited, the vendor of the Development (the “Vendor”), refer to your purchase of the Property under the Preliminary Agreement for Sale and Purchase on the date hereof (the “PASP”). Subject to and conditional upon your completion of the sale and purchase of the Property with the Vendor in accordance with and in compliance in all respects with the PASP and the subsequent Agreement for Sale and Purchase (the “ASP”) to be entered into between you and the Vendor and becoming the registered owner of the Property, the Vendor is prepared to, without prejudice to your rights under the ASP, at its own cost and as soon as reasonably practicable after its receipt of a written notice served by you within **3 years** from the date of completion of the sale and purchase of the Property as stipulated in the PASP and the ASP, or the date of your execution of the Assignment of the Property, whichever is earlier (the “Time Limit”), remedy any defects to the Property (caused otherwise than by any act or neglect of you or your agent, contractor or resident, occupier or visitor of the Property), provided that:

本公司堅維有限公司為發展項目的賣方(「賣方」)，現就閣下在此日期根據簽訂之臨時買賣合約(「臨時合約」)購買該物業之事宜致函閣下。在閣下按照閣下與賣方簽訂之臨時合約、其後之正式買賣合約(「正式合約」)完成該物業的買賣並完全遵守其餘條款從賣方買入該物業及成為該物業之註冊業主為前提下，賣方將在不減損閣下於正式合約下之權利下，於收到閣下於臨時合約及正式合約所定之該物業的成交日期或在閣下簽署該物業轉讓契之日(以較早者計)起計的**3年內**(「時限」)所發出的書面通知後，在合理地切實可行的範圍內盡快自費就該物業欠妥之處作出補救(因閣下或閣下的代理人、承辦商或該物業的住客、使用者或訪客的行為或疏忽所導致的欠妥之處除外)，惟前提是：

1. You shall give prompt written notice to the Vendor within the Time Limit specifying the defects to the Property (caused otherwise than by any act or neglect of you or your agent, contractor or resident, occupier or visitor of the Property) that should be ascertainable upon reasonable inspection. Any notice received by the Vendor later than the Time Limit will not be entertained.

閣下須在時限內盡快以書面通知賣方有關該物業的欠妥之處(因閣下或閣下的代理人、承辦商或該物業的住客、使用者或訪客的行為或疏忽所導致的欠妥之處除外)，該欠妥之處須為在合理檢查下可以被確定。任何賣方在時限後收到的通知將不會受理。

2. The Vendor shall, at its own cost (by its contractor or by procuring other responsible parties) and as soon as reasonably practicable after receipt of your written notice served within the Time Limit, remedy the defects stated therein. The Vendor shall not by reason of this obligation be liable to any person(s) for any loss, damages or otherwise caused by, arising from or in connection with the carrying out of this obligation or any loss of use of the Property or any part thereof or any fittings, finishes or appliances therein.

賣方當收到於時限內發出的書面通知後，須要在合理地切實可行的範圍內，盡快自費(由其承包商或促使其他相關負責人士)就閣下於書面通知內列出的欠妥之處作出補救。賣方不須因此責任而向任何人士承擔任何就履行此責任所造成、產生或與此有關的損失或任何因未能使用該物業或其部分或其中之裝置、裝修物料及設備的損失或其相應而生的損失。

3. This obligation does not cover any plants, landscaping, chattels or furniture in or sold with the Property, nor to any wear and tear of the Property or any fittings, finishes, appliances or chattels added, installed or built to or at the Property by the Purchaser after the completion of the sale and purchase of the Property.

此項責任不包括任何位於該物業內或隨該物業出售的花草植物、園藝設計、實產或傢具，亦不包括任何該物業之損耗及在該物業買賣完成後由買方所增、安裝、構建的裝置、裝修物料、設備或實產。

4. The rights or benefits conferred on you upon the terms and conditions of this letter shall be personal to you solely and are non-assignable and non-transferable, can only be exercised and enjoyed by you personally, and will terminate automatically when you sell/transfer or contract to sell/transfer the Property. In any event the Vendor shall not be liable to your sub-purchaser(s), nominee(s) or assignee(s).

本函賦予閣下之權利或利益只屬閣下個人的，不得轉讓或轉移，及只能由閣下本人行使及享用。當閣下出售/轉讓該

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物業或簽訂有關協議，本函賦予閣下之權利及利益將會自動終止。賣方在任何情況下均不須向閣下之轉購人、被提名人或承讓人負責。

5. This obligation is given on an entirely without prejudice basis and as a gesture of goodwill of the Vendor. Notwithstanding anything to the contrary herein contained, the Vendor bears no liability to you for any failure or delay to perform this obligation. In case of any dispute in relation to this obligation of the Vendor herein mentioned, the decision of the Vendor shall be final and binding on you.

此項責任是在完全無損買賣雙方基礎及純為賣方之良好商譽而提供。即使本函中有任何與此相反的條款，賣方無須為未能或延遲履行此項責任向閣下負上任何責任或賠償任何損失。如對賣方於此項責任有任何爭議，賣方享有最終及具約束力的決定權。

6. Without prejudice to the generality of the foregoing, this obligation is not applicable to any defects caused by vandalism, wrongful act or negligence or normal fair wear and tear and the Vendor is not responsible for the remedy of any defects arising out of or resulting from improper operation or maintenance, or for defect or damage aggravated through failure or delay in giving notice to the Vendor. This obligation shall cease to be applicable and the Vendor shall not be obliged to carry out this obligation if and when the subject matter of the defect(s) has been altered, relocated or otherwise modified or varied, sold or disposed of.

在無損上述條款的通用性為前提下，此項責任是不適用於任何蓄意、錯誤或疏忽或正常損耗造成的損壞，且賣方不會對因不恰當使用或管理造成、和因閣下未能及時通知賣方而加深的損壞作出執修。若閣下把該等有欠妥之處的事物更改或修改、重新安置、出售或丟棄，此項責任將會終止且賣方將無須履行此項責任。

7. This obligation of the Vendor is conditional on you giving to the Vendor and/or its authorized representative reasonable access to the Property for the purpose of carrying out this obligation.

賣方的責任的先決條件，是閣下須讓賣方及/或其授權代理人為履行此項責任合理地進入該物業。

8. This letter is independent of the PASP and the ASP. Nothing herein shall be deemed to supersede, vary or modify any terms or conditions of the PASP or the ASP. This letter shall not be construed to affect or prejudice the obligations, rights and remedies of the Vendor or you under the PASP or the ASP. In case the Vendor fails to observe or perform any of its obligations in this letter, the operation, validity or enforceability of any terms and conditions in the PASP or the ASP will not in any way be prejudiced, varied or affected, and you shall remain liable to and be bound to observe and perform all the terms and conditions in the PASP and the ASP.

本函獨立於臨時合約及正式合約，其任何內容均不得視作取代、改變或修改臨時合約或正式合約中任何條款。本函不應被解釋為影響或損害賣方或閣下於臨時合約或正式合約下之責任、權利或補償。倘賣方未能遵守或履行其在本函下之任何責任，臨時合約或正式合約中任何條款將不受影響、並維持不變、依舊有效及可予執行，而閣下仍有責任遵守及履行臨時合約及正式合約所有條款並受其約束。

9. The parties to this letter do not intend any term of this letter to be enforceable by any non-party pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (“the CRTPO”) and agree that this letter shall be excluded from the application of the CRTPO.

買賣雙方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(「該條例」)強制執行本信件下任何條款，並且同意排除該條例對本信件的適用。

10. In case of any dispute in relation to any terms and conditions of this letter, the Vendor shall have the right of final decision.

與本函任何條款有關的任何爭議，概由賣方享有最終決定權。

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

本函中文譯本僅供參考，如與英文版本有歧義，概以英文版本為準。

After due and careful consideration of the contents of this letter, I / we agree to accept and be bound by the terms and conditions set out herein.

經妥當及仔細考慮本函內容後，我/我們同意接受本函內所有條款並受其約束。

Signed by the Purchaser(s) 買方簽署

For and on behalf of the Vendor by 代表賣方簽署

Authorized Signature 獲授權代表簽署

Authorization Letter Authorizing Estate Agent to Collect Documents
授權地產代理領取文件之授權書

Vendor 賣方	K WISE LIMITED 堅維有限公司		
Development 發展項目	ONE STANLEY No.128 Wong Ma Kok Road, Stanley, Hong Kong 香港赤柱黃麻角道 128 號		
Property 該物業	洋房編號 House No.	分層單位 Unit	
		座 Block	樓層 Floor
			單位 Unit
	住宅停車位號碼 Residential Car Parking Space No.		
	住宅電單車停車位號碼 Residential Motor Cycle Parking Space No.		
Tenderer(s) 投標者			
I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼			
Date 日期			

To 致 : K Wise Limited 堅維有限公司

I/We, the Tenderer, hereby appoint the following person(s) as my/our authorized person(s) to collect all the sales documents (including but not limited to Tender Document, Letter of Acceptance, Letter of Rejection, cashier order(s), cheque(s), Preliminary Agreement for Sale and Purchase, etc.) and all other related and ancillary documents in respect of the sale and purchase of the Property (collectively "**Sales Documents**") on my/our behalf. I/we hereby discharge and waive all your obligations and liabilities (if any) to me/us relating to the Sales Documents after you have delivered the Sales Documents to the authorized person in accordance with this Authorization Letter and I/we shall indemnify and keep you indemnified for any loss, damages, claims, costs and expenses suffered or incurred by you as a result of your delivery of the Sales Documents to the authorized person in accordance with this Authorization Letter. In case of inconsistency between Chinese and English versions of this letter, the English version shall prevail.

本人/我們(即以下列出之登記人)現委派以下人士作為本人/我們的獲授權人士代表本人/我們領取有關於購買該物業的股所有銷售文件(包括但不限於招標文件、接納書、拒絕書、本票、支票、臨時買賣合約等)及所有其他相關及附帶的文件(統稱「**銷售文件**」)。在閣下根據本授權書將銷售文件交予獲授權人士後，本人/我們解除及豁免閣下對我/我們關於銷售文件的義務及責任(如有)。本人/我們將彌償閣下因根據本授權書將銷售文件交予獲授權人士而引致的損失、賠償、申索、費用和開支。如本授權書的中，英文版本內容有異，則一概以英文版為準。

獲授權人士名稱 Name of the Authorized Person		獲授權人士地產代理牌照號碼 / 身份證 / 護照號碼 Estate Agent Licence No. / ID No. / Passport No. of the Authorized Person
(1)		EA No. / ID No. / Passport No.
(2)		EA No. / ID No. / Passport No.

<p>獲授權人士(1) 地產代理咭片(如有) Authorized Person (1) Estate Agent's Business Card (if any)</p>	<p>獲授權人士(2) 地產代理咭片(如有) Authorized Person (2) Estate Agent's Business Card (if any)</p>
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Signed by the Purchaser(s) 買方簽署

Personal Information Collection Statement
個人資料收集聲明

Vendor 賣方	K WISE LIMITED 堅維有限公司		
Development 發展項目	ONE STANLEY No.128 Wong Ma Kok Road, Stanley, Hong Kong 香港赤柱黃麻角道 128 號		
Property 該物業	洋房編號 House No.	分層單位 Unit	
		座 Block	樓層 Floor
			單位 Unit
	住宅停車位號碼 Residential Car Parking Space No.		
	住宅電單車停車位號碼 Residential Motor Cycle Parking Space No.		
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼			
Date 日期			

To the Purchaser(s) 致買方：

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

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

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

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

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

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

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

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

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

我們可能不時使用閣下資料作下列一個或多個用途：

- (i) handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
處理閣下的物業交易，包括準備文件和作出任何必要的安排以完成交易；
- (ii) providing you with and administering offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits whether of a financial nature, in the form of gifts or otherwise;
向閣下提供及管理優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益（不論屬財務性質或以贈品或其他形式提供）；
- (iii) where mortgages, second mortgages, credit facilities or financial accommodation are sought by you, liaising with the mortgagee(s) or provider(s) of credit facilities or financial accommodation to process the same;
如閣下尋求按揭、第二按揭、信貸融資或財務融通，與承按人或信貸融資或財務融通提供者聯絡以處理閣下的申請；
- (iv) handling your applications or requests for services, products, memberships or benefits;
處理閣下就服務、產品、會籍或利益的申請或要求；
- (v) facilitating property management and security;
促進物業管理及保安；
- (vi) conducting surveys (which is wholly on voluntary basis) on the quality of services, properties, property developments or products provided by us or any other member of K&K Property Group ("Group") or joint venture company(ies) set up by member(s) of the Group and joint venture partners ("JV Companies");

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附件 16

就我們或建灝地產集團（「集團」）任何其他成員或由集團成員及合資夥伴成立的合資公司（「合資公司」）提供的服務、物業、物業發展項目或產品的質量進行調查（自願性質參與）；

- (vii) marketing services, properties, property developments, products and other subjects (please see further details in "Use of Your Information in direct marketing" section below);
促銷服務、物業、物業發展項目、產品及其他標的（詳情請參閱以下「在直接促銷中使用閣下資料」部分）；
- (viii) conducting statistical research and analysis (the outcome of which will not reveal your identity);
進行統計研究和分析（統計研究及分析結果將不會揭露閣下的身分）；
- (ix) communicating with you;
與閣下溝通；
- (x) investigating and handling complaints;
調查及處理投訴；
- (xi) preventing or detecting illegal or suspicious activities; and
預防或偵測非法或可疑活動；及
- (xii) making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.
在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。

Transfer of Your Information 轉移閣下資料

To facilitate the purposes set out above, we may disclose or transfer Your Information to the following parties (whether within or outside Hong Kong) except that any transfer of Your Information to another person for it to use in direct marketing will be subject to "Use of Your Information in direct marketing" section below. Your Information may be transferred outside Hong Kong:
為促進上述用途，我們可能於香港境內或境外轉移或披露閣下資料予下列各方，但任何轉移或披露閣下資料予其他人士以供其在直接促銷中使用將受以下「在直接促銷中使用閣下資料」部分所限。閣下資料可能被轉移至香港境外：

- (i) any member of the Group;
集團任何成員；
- (ii) any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;
閣下向其尋求按揭、第二按揭、信貸融資或財務融通的任何人士；
- (iii) any agent, contractor or third party service provider who provides administrative, telecommunications, computer or other services to or support the operation of our business;
任何代理人、承包商或就我們的業務運作向我們提供行政、電訊、電腦或其他服務的第三方服務供應商；
- (iv) any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers;
對我們有保密責任的任何人士，包括我們的會計師、法律顧問或其他專業顧問；
- (v) any person involved in your property transaction; and
閣下物業交易涉及的任何人士；及
- (vi) any person to whom we are required to make disclosure under any law, court order, direction, code or guideline applicable in or outside Hong Kong.
我們根據香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求需要向其作出披露的任何人士。

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

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

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

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

- (a) to use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;
使用我們不時收集、產生、編制或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據；
- (b) to market the following classes of services and products to you:
向閣下促銷以下類別的服務及產品：
 - (1) properties or property developments offered by member(s) of the Group or JV Companies;
集團成員或合資公司提供的物業或物業發展項目；
 - (2) services and products offered by us, other members of the Group or JV Companies (including real estate agency services, credit facilities and financial services);
我們、集團其他成員或合資公司提供的服務及產品（包括地產代理服務、信貸融資及財務服務）；
 - (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us, other members of the Group or JV Companies; and
我們、集團其他成員或合資公司提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及

- (4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;
為慈善或非牟利用途的捐款或捐贈，或企業社會責任節目或活動；
- (c) in return for money or other property, to provide Your Information described in (a) above to other members of the Group for their use in direct marketing the classes of services and products described in (b) above.
為換取金錢或其他財產，將以上(a)段所述的閣下資料提供予集團其他成員以供其在直接促銷以上(b)段所述的服務及產品類別中使用。

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

如閣下**不欲**我們如上述在直接促銷中使用閣下資料或向其他人士提供閣下資料以供其在直接促銷中使用，煩請在本聲明末端適當的方格內加上剔號（“✓”）行使閣下選擇不接受直接促銷的權利。閣下亦可在任何時候致函以下「查閱及改正閣下資料」部分所列地址選擇不接受直接促銷。

Access to and correction of Your Information 查閱及改正閣下資料

You have the right to request access to and correction of Your Information in accordance with the provisions of the Ordinance. Any data access request or data correction request may be made by a prescribed form in writing to our Data Protection Officer at 17th Floor, China Building, 29 Queen's Road Central, Central, Hong Kong.

閣下有權根據條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求，可以指定的書面形式向我們的資料保障主任提出，其地址為香港中環皇后大道中 29 號華人行 17 樓。

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

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

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

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

- Please do NOT send direct marketing information to me.
請不要向我發送直接促銷資訊。
- Please do NOT provide my personal data to other persons for their use in direct marketing.
請不要將本人的個人資料提供予其他人士以供其在直接促銷中使用。

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

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

Part I
第 I 部份

1. Depending on the payment plan selected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits of the payment plan will be made available by the Vendor to the Purchaser in connection with the purchase of the Property.
視乎買方其要約表格所選擇的支付辦法，賣方將就購買該物業向買方提供以下該支付辦法相關的贈品、財務優惠或利益。
2. All capitalised items in this list of gifts, financial advantage or benefits, unless otherwise defined, shall have the meanings ascribed to them in the Tender Document.
除非本列表另有定義，招標文件中各用語的定義適用於本贈品、財務優惠或利益的列表的用語。
3. The Vendor's offer to provide the gifts, financial advantage or benefits shall be withdrawn if the Preliminary Agreement and the Agreement is/are terminated or cancelled for whatever reason.
如臨時合約及正式合約因任何原因終止或取消，則賣方提供贈品、財務優惠及利益的協議將無效。
4. According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the first-hand Purchaser in connection with the purchase of a residential property will be deducted from the Purchase Price when calculating the loan-to-value ratio by the bank; and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.
根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予一手買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠(如有)；而有關還款能力之要求(包括但不限於供款與入息比率之上限)將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。
5. All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of the Property are offered to first-hand Purchaser only and shall not be transferable. The Vendor has absolute discretion in deciding all relevant matters including but not limited to whether a Purchaser is entitled to those discount, gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those discount, gift, financial advantage or benefit. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.
所有就購買該物業而連帶獲得的任何折扣、贈品、財務優惠或利益均只提供予一手買方及不可轉讓。賣方有絕對酌情權決定所有相關事項，包括但不限於買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。
6. For all cash rebate(s) (rounded up to the nearest integer) that will be offered by the Vendor for part payment of the balance of Purchase Price, subject to the relevant prerequisite for provision the cash rebate(s) being satisfied, the Vendor reserves the right to pay the cash rebate(s) to the Purchaser by other method(s) and in other manner. If subsequently it is discovered that the Purchaser is not entitled to any cash rebate(s), the Purchaser shall forthwith upon demand refund the relevant cash rebate(s) to the Vendor.
所有由賣方將提供用以支付樓價餘額部份的現金回贈(以向上捨入方式換算至整數)，在符合提供現金回贈的相關先決條件的情況下，賣方保留權利以其他方法及形式將現金回贈支付予買方。如其後發現買方不應獲得任何現金回贈，買方收到要求後須立即退回相關現金回贈予賣方。
7. The Vendor's designated financing company is a related company of the Vendor. The Vendor's designated financing company does not and will not appoint any person (third party) for or in relation to granting a loan to any intending borrower or any specified class of intending borrower, whether as to the procuring, negotiation, obtaining, application, guaranteeing or securing the repayment of such a loan.
賣方的指定財務機構為賣方的有聯繫公司。賣方的指定財務機構沒有亦將不會委任任何人士(第三方)處理就向任何擬借入人或任何指明類別的擬借入人批出貸款，無論是促使、洽商、取得或申請貸款，或是擔保或保證該筆貸款的償還或有關事宜。
8. The maximum loan amount, interest rate and terms of any loan to be offered by the Vendor's designated financing company are for reference only. The actual loan amount, interest rate and terms to be offered to the Purchaser shall be subject to the independent approval of the designated financing company, and may be affected by the laws and the guidelines, announcement, memorandum, etc. (whether the same is binding on the designated financing company) issued by the Government, Hong Kong Monetary Authority, banks and relevant regulatory authorities from time to time. The Purchaser shall provide information and documents as requested by the designated financing company, otherwise, the loan application shall not be processed.
由賣方之指定財務機構提供的任何貸款，其最高貸款金額、息率及條款僅供參考，買方實際可獲得的貸款金額、息率及條款須視乎指定財務機構的獨立批核結果而定，而且可能受法例及政府、香港金融管理局、銀行及相關監管機構不

Annex 17
附件 17

時發出之指引、公布、備忘等(不論是否對指定財務機構有約束力)影響。買方必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。

(A) 120 天即供付款計劃
120 Immediate Mortgage Payment Plan

1. 「從價印花稅」優惠
“Ad Valorem Stamp Duty” Benefit

在買方完全遵守及符合於關於「從價印花稅」優惠的信件及臨時合約及/或正式合約所列的條款及條件的前提下，賣方將會代買方繳付正式買賣合約所需繳付的從價印花稅「從價印花稅優惠」。於任何情況下，無論因任何延遲或逾期繳付/發放從價印花稅優惠（或其任何部分）或因任何原因印花稅未有如期繳付，賣方均無須就任何罰款或損失負責。倘若賣方被要求繳付任何從價印花稅優惠以外的印花稅或印花稅罰款，買方須向賣方全數償還所有賣方所代支或支付之任何金額，買方並須完全彌償賣方由於催收所有印花稅及/或罰款而招致的所有法律費用、雜項費用及支出。本優惠受其他條款及條件約束。

Subject to the observance and compliance with the terms and conditions set out in the Letter Regarding “Ad Valorem Stamp Duty” Benefit, the Preliminary Agreement and the Agreement by the Purchaser, the Vendor will pay the ad valorem stamp duty chargeable on the Agreement for Sale and Purchase for the Purchaser (“AVD Benefit”). The Vendor will under no circumstance be responsible for any penalty or loss if there is any late payment of stamp duty, whether or not due to any late payment of the AVD Benefit (or any part thereof) for whatever reason. Should the Vendor be required to pay any stamp duty additional to the AVD Benefit and/or stamp duty penalty, the Purchaser shall reimburse and indemnify the Vendor for the full amount of any payment or advance made by the Vendor, and together with all legal costs, disbursements and fees incurred by the Vendor in recovering of all amounts of the stamp duty and/or penalty so paid by the Vendor on a full indemnity basis. This benefit is subject to other terms and conditions.

2. 貸款優惠
Loan Offer

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

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

備用第二按揭貸款的最高金額為淨樓價的 25%，惟第一按揭貸款(由第一按揭銀行提供)及備用第二按揭貸款總金額不可超過淨樓價的 85%，或應繳付之樓價餘額，以較低者為準。首 24 個月免息期，利息由第 25 個月開始計算。第 25 至 48 個月之年利率為港元最優惠利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率（『港元最優惠利率』），利率浮動。第 49 個月開始，年利率為港元最優惠利率加 1.5% p.a.，利率浮動。最終利率以指定財務機構批核的利率為準。

The maximum amount of the Standby Second Mortgage Loan shall be 25% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Standby Second Mortgage Loan shall not exceed 85% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. The interest payment will not be required for the first 24 months of the tenor of the second mortgage loan. Interest shall be calculated and payable starting from the 25th month. For the 25th to 48th months, the interest rate shall be at Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited (“Hong Kong Dollar Best Lending Rate”), subject to fluctuation. Starting from the 49th month, the interest rate shall be at Hong Kong Dollar Best Lending Rate plus 1.5% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.

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

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

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

(B) 240 天即供付款計劃
240 Immediate Mortgage Payment Plan

1. 「從價印花稅」優惠

“Ad Valorem Stamp Duty” Benefit

在買方完全遵守及符合於關於「從價印花稅」優惠的信件及臨時合約及/或正式合約所列的條款及條件的前提下，賣方將會代買方繳付正式買賣合約所需繳付的從價印花稅「從價印花稅優惠」。於任何情況下，無論因任何延遲或逾期繳付/發放從價印花稅優惠（或其任何部分）或因任何原因印花稅未有如期繳付，賣方均無須就任何罰款或損失負責。倘若賣方被要求繳付任何從價印花稅優惠以外的印花稅或印花稅罰款，買方須向賣方全數償還所有賣方所代支或支付之任何金額，買方並須完全彌償賣方由於催收所有印花稅及/或罰款而招致的所有法律費用、雜項費用及支出。本優惠受其他條款及條件約束。

Subject to the observance and compliance with the terms and conditions set out in the Letter Regarding “Ad Valorem Stamp Duty” Benefit, the Preliminary Agreement and the Agreement by the Purchaser, the Vendor will pay the ad valorem stamp duty chargeable on the Agreement for Sale and Purchase for the Purchaser (“AVD Benefit”). The Vendor will under no circumstance be responsible for any penalty or loss if there is any late payment of stamp duty, whether or not due to any late payment of the AVD Benefit (or any part thereof) for whatever reason. Should the Vendor be required to pay any stamp duty additional to the AVD Benefit and/or stamp duty penalty, the Purchaser shall reimburse and indemnify the Vendor for the full amount of any payment or advance made by the Vendor, and together with all legal costs, disbursements and fees incurred by the Vendor in recovering of all amounts of the stamp duty and/or penalty so paid by the Vendor on a full indemnity basis. This benefit is subject to other terms and conditions.

2. 提前付清樓價現金回贈

“Early Settlement Cash Rebate”

如買方提前於正式買賣合約（「買賣合約」）訂明的付款限期日之前付清物業之樓價餘款及在所有方面履行和遵守該物業之臨時合約及買賣合約內一切的條款及條件（必須嚴格遵行所有時間限制），則賣方將依提前付清樓價現金回贈確認函所載列條件及條款提供提前付清樓價現金回贈予買方（「現金回贈」）。

If the Purchaser shall settle the balance of the purchase price in full earlier than due date of payment as specified in the Formal Agreement for Sale and Purchase (the “Agreement”) and perform and comply with in all respects the terms and conditions of the Preliminary Agreement and the Agreement (in respect of which time shall be of the essence), the Vendor will provide a cash rebate (“Cash Rebate”) to the Purchaser according to the terms and conditions set out in the Acknowledgement Letter regarding “Early Settlement Cash Rebate”.

Amount of Cash Rebate according to the date of settlement of the balance of Purchase Price[^]

按以下日期提前付清樓價餘款[^]之現金回贈金額:

(Only applicable if selected Terms of Payment (B) (i.e., “240 Immediate Mortgage Payment Plan”)

只適用於選擇支付計劃(B)「240 天即供付款計劃」之買方)

Date of settlement of the balance of the purchase price 付清樓價餘額日期	Cash Rebate amount 現金回贈金額
Within 120 days after the date of signing of the PASP 簽署臨時合約日期後 120 日內	1.5 % of the purchase price 樓價的 1.5%
Within 180 days after the date of signing of the PASP 在簽署臨時合約日期後 180 日內	0.75 % of the purchase price 樓價的 0.75%

[^] The date of settlement shall be the actual date on which payment is received by Vendor’s solicitors.

[^] 以賣方代表律師實際收到款項日期計算。

3. 貸款優惠

Loan Offer

(a) 備用第二按揭貸款

Standby Second Mortgage Loan

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

備用第二按揭貸款的最高金額為淨樓價的 25%，惟第一按揭貸款(由第一按揭銀行提供)及備用第二按揭貸款總金額不可超過淨樓價的 85%，或應繳付之樓價餘額，以較低者為準。首 24 個月免息期，利息由第 25 個月開始計算。第 25 至 48 個月之年利率為港元最優惠利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率 (『港元最優惠利率』)，利率浮動。第 49 個月開始，年利率為港元最優惠利率加 1.5% p.a.，利率浮動。最終利率以指定財務機構批核的利率為準。

The maximum amount of the Standby Second Mortgage Loan shall be 25% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Standby Second Mortgage Loan shall not exceed 85% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. The interest payment will not be required for the first 24 months of the tenor of the second mortgage loan. Interest shall be calculated and payable starting from the 25th month. For the 25th to 48th months, the interest rate shall be at Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited (“Hong Kong Dollar Best Lending Rate”), subject to fluctuation. Starting from the 49th month, the interest rate shall be at Hong Kong Dollar Best Lending Rate plus 1.5% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.

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

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

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

(C) 360 天即供付款計劃
360 Immediate Mortgage Payment Plan

1. 「從價印花稅」優惠
“Ad Valorem Stamp Duty” Benefit

在買方完全遵守及符合於關於「從價印花稅」優惠的信件及臨時合約及/或正式合約所列的條款及條件的前提下，賣方將會代買方繳付正式買賣合約所需繳付的從價印花稅「從價印花稅優惠」。於任何情況下，無論因任何延遲或逾期繳付/發放從價印花稅優惠（或其任何部分）或因任何原因印花稅未有如期繳付，賣方均無須就任何罰款或損失負責。倘若賣方被要求繳付任何從價印花稅優惠以外的印花稅或印花稅罰款，買方須向賣方全數償還所有賣方所代支或支付之任何金額，買方並須完全彌償賣方由於催收所有印花稅及/或罰款而招致的所有法律費用、雜項費用及支出。本優惠受其他條款及條件約束。

Subject to the observance and compliance with the terms and conditions set out in the Letter Regarding "Ad Valorem Stamp Duty" Benefit, the Preliminary Agreement and the Agreement by the Purchaser, the Vendor will pay the ad valorem stamp duty chargeable on the Agreement for Sale and Purchase for the Purchaser (“AVD Benefit”). The Vendor will under no circumstance be responsible for any penalty or loss if there is any late payment of stamp duty, whether or not due to any late payment of the AVD Benefit (or any part thereof) for whatever reason. Should the Vendor be required to pay any stamp duty additional to the AVD Benefit and/or stamp duty penalty, the Purchaser shall reimburse and indemnify the Vendor for the full amount of any payment or advance made by the Vendor, and together with all legal costs, disbursements and fees incurred by the Vendor in recovering of all amounts of the stamp duty and/or penalty so paid by the Vendor on a full indemnity basis. This benefit is subject to other terms and conditions.

2. 提前付清樓價現金回贈
“Early Settlement Cash Rebate”

如買方提前於正式買賣合約（「買賣合約」）訂明的付款限期日之前付清物業之樓價餘款及在所有方面履行和遵守該物業之臨時合約及買賣合約內一切的條款及條件（必須嚴格遵行所有時間限制），則賣方將依提前付清樓價現金回贈確認函所載列條件及條款提供提前付清樓價現金回贈予買方（「現金回贈」）。

If the Purchaser shall settle the balance of the purchase price in full earlier than due date of payment as specified in the Formal Agreement for Sale and Purchase (the “Agreement”) and perform and comply with in all respects the terms and conditions of the Preliminary Agreement and the Agreement (in respect of which time shall be of the essence), the Vendor will provide a cash rebate (“Cash Rebate”) to the Purchaser according to the terms and conditions set out in the Acknowledgement Letter regarding “Early Settlement Cash Rebate”.

按以下日期提前付清樓價餘款[^]之現金回贈金額:

Amount of Cash Rebate according to the date of settlement of the balance of Purchase Price[^]

只適用於選擇支付計劃(C)「360 天即供付款計劃」或 (D)「360 天先住後付付款計劃」之買方)

(Only applicable if selected Terms of Payment (C) or (D) (i.e., “360 Immediate Mortgage Payment Plan” or “360 Early Occupation Payment Plan”)

Date of settlement of the balance of the purchase price 付清樓價餘額日期	現金回贈金額 Cash Rebate amount
Within 180 days after the date of signing of the PASP 簽署臨時合約日期後 180 日內	2.25 % of the purchase price 樓價的 2.25%
Within 240 days after the date of signing of the PASP 在簽署臨時合約日期後 240 日內	1.5 % of the purchase price 樓價的 1.5%
Within 300 days after the date of signing of the PASP 在簽署臨時合約日期後 300 日內	0.75 % of the purchase price 樓價的 0.75%

[^] 以賣方代表律師實際收到款項日期計算。

[^] The date of settlement shall be the actual date on which payment is received by Vendor’s solicitors.

3. 貸款優惠
Loan Offer

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

- 只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人

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

備用第二按揭貸款的最高金額為淨樓價的 25%，惟第一按揭貸款(由第一按揭銀行提供)及備用第二按揭貸款總金額不可超過淨樓價的 85%，或應繳付之樓價餘額，以較低者為準。首 24 個月免息期，利息由第 25 個月開始計算。第 25 至 48 個月之年利率為港元最優惠利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率（『港元最優惠利率』），利率浮動。第 49 個月開始，年利率為港元最優惠利率加 1.5% p.a.，利率浮動。最終利率以指定財務機構批核的利率為準。

The maximum amount of the Standby Second Mortgage Loan shall be 25% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Standby Second Mortgage Loan shall not exceed 85% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. The interest payment will not be required for the first 24 months of the tenor of the second mortgage loan. Interest shall be calculated and payable starting from the 25th month. For the 25th to 48th month, the interest rate shall be at Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited (“Hong Kong Dollar Best Lending Rate”), subject to fluctuation. Starting from the 49th month, the interest rate shall be at Hong Kong Dollar Best Lending Rate plus 1.5% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.

4. 首 3 年保修優惠

First 3 Years Warranty Offer

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

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

(D) 360 天先住後付付款計劃
360 Early Occupation Payment Plan

1. 「從價印花稅」優惠
“Ad Valorem Stamp Duty” Benefit

在買方完全遵守及符合於關於「從價印花稅」優惠的信件及臨時合約及/或正式合約所列的條款及條件的前提下，賣方將會代買方繳付正式買賣合約所需繳付的從價印花稅「從價印花稅優惠」。於任何情況下，無論因任何延遲或逾期繳付/發放從價印花稅優惠（或其任何部分）或因任何原因印花稅未有如期繳付，賣方均無須就任何罰款或損失負責。倘若賣方被要求繳付任何從價印花稅優惠以外的印花稅或印花稅罰款，買方須向賣方全數償還所有賣方所代支或支付之任何金額，買方並須完全彌償賣方由於催收所有印花稅及/或罰款而招致的所有法律費用、雜項費用及支出。本優惠受其他條款及條件約束。

Subject to the observance and compliance with the terms and conditions set out in the Letter Regarding "Ad Valorem Stamp Duty" Benefit, the Preliminary Agreement and the Agreement by the Purchaser, the Vendor will pay the ad valorem stamp duty chargeable on the Agreement for Sale and Purchase for the Purchaser (“AVD Benefit”). The Vendor will under no circumstance be responsible for any penalty or loss if there is any late payment of stamp duty, whether or not due to any late payment of the AVD Benefit (or any part thereof) for whatever reason. Should the Vendor be required to pay any stamp duty additional to the AVD Benefit and/or stamp duty penalty, the Purchaser shall reimburse and indemnify the Vendor for the full amount of any payment or advance made by the Vendor, and together with all legal costs, disbursements and fees incurred by the Vendor in recovering of all amounts of the stamp duty and/or penalty so paid by the Vendor on a full indemnity basis. This benefit is subject to other terms and conditions.

2. 先住後付優惠
"Early Occupation Benefit"

買方可使用先住後付優惠（「該優惠」）於該物業的買賣成交前佔用該物業。買方須向賣方遞交該優惠的申請表格。買方已向賣方繳付不少於樓價之 15%。買方已向賣方繳付不可退還的許可費用，金額為樓價 15%。買方須簽署一份該物業之許可協議，格式及內容由賣方律師訂明，買方不得要求任何修改。

The Purchaser may utilize the Early Occupation Benefit (the “Benefit”) to occupy the Property before completion of the sale and purchase of the Property. The Purchaser shall submit the application form for the Benefit to the Vendor. The Purchaser has paid to the Vendor not less than 15% of the purchase price of the Property. The Purchaser shall execute a licence agreement of the Property in the form and content prescribed by the Vendor's solicitors without amendment in respect of the Property

在買方未有違反許可協議的任何條款及按正式合約條款完成交易及付清樓價餘額為前提下，賣方會在該物業買賣完成時將許可期中已支付之許可費用的總數直接用於支付部份樓價餘額。

Subject to there being no breach of any terms and conditions under the Licence Agreement and the Purchaser completing the sale and purchase and paying the balance of the purchase price and other payments in accordance with the terms and conditions of the Agreement, the Vendor will apply the total sum of the licence fee paid during the licence period towards settlement of part of the balance of the purchase price upon completion of the sale and purchase of the Property. The Benefit is subject to other terms and conditions.

3. 提前付清樓價現金回贈
“Early Settlement Cash Rebate”

如買方提前於正式買賣合約（「買賣合約」）訂明的付款限期日之前付清物業之樓價餘款及在所有方面履行和遵守該物業之臨時合約及買賣合約內一切的條款及條件（必須嚴格遵行所有時間限制），則賣方將依提前付清樓價現金回贈確認函所載列條件及條款提供提前付清樓價現金回贈予買方（「現金回贈」）。詳情請參閱附件 12。

If the Purchaser shall settle the balance of the purchase price in full earlier than due date of payment as specified in the Formal Agreement for Sale and Purchase (the “Agreement”) and perform and comply with in all respects the terms and conditions of the Preliminary Agreement and the Agreement (in respect of which time shall be of the essence), the Vendor will provide a cash rebate (“Cash Rebate”) to the Purchaser according to the terms and conditions set out in the Acknowledgement Letter regarding “Early Settlement Cash Rebate”.

按以下日期提前付清樓價餘款[^]之現金回贈金額:

Amount of Cash Rebate according to the date of settlement of the balance of Purchase Price[^]

只適用於選擇支付計劃(C)「360 天即供付款計劃」或 (D)「360 天先住後付付款計劃」之買方)

(Only applicable if selected Terms of Payment (C) or (D) (i.e., “360 Immediate Mortgage Payment Plan” or “360 Early Occupation Payment Plan”)

Date of settlement of the balance of the purchase price 付清樓價餘額日期	Cash Rebate amount 現金回贈金額
Within 180 days after the date of signing of the PASP 簽署臨時合約日期後 180 日內	2.25 % of the purchase price 樓價的 2.25%
Within 240 days after the date of signing of the PASP 在簽署臨時合約日期後 240 日內	1.5 % of the purchase price 樓價的 1.5%
Within 300 days after the date of signing of the PASP 在簽署臨時合約日期後 300 日內	0.75 % of the purchase price 樓價的 0.75%

^ 以賣方代表律師實際收到款項日期計算。

^ The date of settlement shall be the actual date on which payment is received by Vendor's solicitors.

4. 貸款優惠 Loan Offer

(a) 備用第二按揭貸款

Standby Second Mortgage Loan

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

備用第二按揭貸款的最高金額為淨樓價的 25%，惟第一按揭貸款(由第一按揭銀行提供)及備用第二按揭貸款總金額不可超過淨樓價的 85%，或應繳付之樓價餘額，以較低者為準。首 24 個月免息期，利息由第 25 個月開始計算。第 25 至 48 個月之年利率為港元最優惠利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率（『港元最優惠利率』），利率浮動。第 49 個月開始，年利率為港元最優惠利率加 1.5% p.a.，利率浮動。最終利率以指定財務機構批核的利率為準。

The maximum amount of the Standby Second Mortgage Loan shall be 25% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Standby Second Mortgage Loan shall not exceed 85% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. The interest payment will not be required for the first 24 months of the tenor of the second mortgage loan. Interest shall be calculated and payable starting from the 25th month. For the 25th to 48th month, the interest rate shall be at Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited (“Hong Kong Dollar Best Lending Rate”), subject to fluctuation. Starting from the 49th month, the interest rate shall be at Hong Kong Dollar Best Lending Rate plus 1.5% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.

5. 首 3 年保修優惠

First 3 Years Warranty Offer

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

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

ONE STANLEY

孖士打律師行

香港中環遮打道十號

太子大廈十八字樓

(港鐵中環站 K 出口)

電話: 28432211 傳真: 28459121

MAYER BROWN

18th Floor, Building,

10 Chater Road, Central, Hong Kong.

(MTR Central Station Exit K)

Tel: 28432211 Fax: 28459121

Please make the necessary appointment and call at **MAYER BROWN** of **18th Floor, Prince's Building, No. 10 Chater Road, Central, Hong Kong** to sign the formal Agreement for Sale and Purchase during office hours **as soon as possible after the signing** of the 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 formal Agreement for Sale and Purchase
銀行本票抬頭請寫「孖士打律師行」，以支付有關正式買賣合約的印花稅

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。

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

Type of Documents 文件種類		(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
I.	<p>Formal Agreement for Sale and Purchase 正式買賣合約</p> <p>Note 1 Upon signing of the formal Agreement for Sale and Purchase, the Purchaser shall pay the ad valorem stamp duty by way of cashier order made payable to “Mayer Brown”</p> <p>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，本票抬頭請寫「孖士打律師行」</p>	[see Note (a)] [見備忘錄(a)]	<p>1. Land search fees and miscellaneous charges: \$400 土地註冊處查冊費及其他雜費:</p> <p>2. Cost on account: \$3,000 預付律師費: [See Note (a)(ii) 見備忘錄(a)(ii)]</p> <p>3. #Registration fee : \$210 #登記費:</p> <p>4. Charges for part of certified copies of title deeds and documents: \$1,500 部份業權契據認證副本費用:</p> <p>5. Company search fees (applicable to Corporate Purchaser only): \$200 公司查冊費(只適用於公司買家):</p> <p>6. Plan fee for Agreement (subject to the final confirmation by the architect): 買賣合約圖則費 (以則師最後收費為準) See plan fee table below 見下圖則費表</p> <p>7. Stamp Duty 印花稅 (see Note on Stamp Duty) (請參閱印花稅須知)</p>
II.	<p>Assignment 樓契</p>	[see Note (a)] [見備忘錄(a)]	<p>1. Land search fees and miscellaneous charges: \$400 土地註冊處查冊費及其他雜費:</p> <p>2. #Registration fee: \$450 #登記費:</p> <p>3. Plan fee for Assignment (subject to the final confirmation by the architect): 樓契圖則費 (以則師最後收費為準) See plan fee table below 見下圖則費表</p> <p>4. Charges for remaining certified copies of title deeds and documents: 剩餘業權契據認證副本: (to be advised) (入伙時通知)</p> <p>5. Costs for preparing certified copy of Deed of Mutual Covenant and Management Agreement: 公契認證副本費: (to be advised) (入伙時通知)</p> <p>6. Stamp Duty: \$100 印花稅:</p> <p>7. Levy to Property Management Services Authority: \$350 物業管理業監管局徵款:</p>

Annex 18
附件 18

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
			8. Company search fees (applicable to Corporate Purchaser only): \$200 公司查冊費(只適用於公司買家): 9. Board Resolution (applicable to Corporate Purchaser only): \$500 公司會議記錄(只適用於有限公司買家):
III.	(a) First Legal Charge/Mortgage 第一樓正式按揭契 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: 土地註冊處查冊費及其他雜費: \$400 2. #Registration fee: #登記費: \$450 3. #Filing fee payable to Companies Registry (applicable to Corporate Purchaser only): \$340 #公司註冊處按揭登記費(只適用於公司買家): 4. #Bankruptcy/winding up search fees: #個人破產/公司清盤查冊費: (每人/每間公司) \$98 each 5. Company search fees (applicable to Corporate Purchaser only): \$200 公司查冊費(只適用於公司買家): \$200
	(b) Second Legal Charge/Mortgage 第二正式按揭契	[see Note (b) & (c)] [見備忘錄(b)及(c)] \$6,000.00	1. Land search fees and miscellaneous charges: 土地註冊處查冊費及其他雜費: \$400 2. #Registration fee: #登記費: \$450 3. #Adjudication fee for Second Legal Charge/ Mortgage: 第二樓正式按揭契裁定費: \$50 4. #Filing fee payable to Companies Registry (applicable to Corporate Purchaser only): \$340 #公司註冊處按揭登記費 (只適用於公司買家): 5. #Bankruptcy/winding up search fees: #個人破產/公司清盤查冊費: (每人/每間公司) \$98 each 6. Company search fees (applicable to Corporate Purchaser only): \$200 公司查冊費(只適用於公司買家):
	(c) If both of (a) the First Legal Charge/Mortgage and (b) Second Legal Charge/Mortgage shall be handled by Mayer Brown 如(a)第一樓正式按揭契及(b)第二正式按揭契均由孖士打律師行辦理 First Mortgage Loan Amount: 第一按揭貸款額:	[see Note (b) & (c)] [見備忘錄(b)及(c)] \$9,000.00	Please refer to Item II. (a) and (b) Column (B) 請參閱 II.(a)及(b)項(B)欄

Annex 18
附件 18

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) not exceeding \$5,000,000.00 不超過\$5,000,000.00	\$11,000.00	
(ii) between \$5,000,001.00 and \$7,500,000.00 \$5,000,001.00 至\$7,500,000.00 之間	\$12,500.00	
(iii) between \$7,500,001.00 and \$10,000,000.00 \$7,500,001.00 至 \$10,000,000.00 之間	0.1% of Loan Amount + \$4,000.00	
(iv) over \$10,000,000.00 超過\$10,000,000.00		

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，公司註冊存檔費及印花稅裁定費以政府最後收費為準。

Plan fee table 圖則費表

	Agreement Plan	Assignment Plan
Flat	\$8,000	\$4,000
House	\$10,000	\$5,000
Residential Car Parking Space	\$6,000	\$3,000
Residential Motor Cycle Parking Space	\$6,000	\$3,000

Note 備忘錄:

(a) (i) Joint Legal Representation

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

買賣雙方共同委託律師

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

(ii) Change of Legal Representation

If the Purchaser shall instruct his own solicitors in completing the Assignment and/or Legal Charge/Mortgage after signing of the formal Agreement for Sale and Purchase, the Purchaser shall forthwith pay the Developer's Solicitors the sum of HK\$3,000.00 being the costs of preparing the formal Agreement for Sale and Purchase (the cost on account of HK\$3,000.00 paid by the Purchaser on signing of the formal Agreement for Sale and Purchase will be applied towards this payment).

買方中途轉換律師

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

(iii) Separate Legal Representation

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

買賣兩方分開委託律師

如買方聘用自己選擇的律師，買方須負責及繳付買方自己之律師費及一切雜項費用。

(b) If it is necessary to act for potentially undue influenced party and prepare Acknowledgement of advice, additional charges for giving advice and preparing Acknowledgement of advice is HK\$1,500.00 for each set. The cost does not include the preparation of Guarantee.

若須代表可能受不正當影響的一方及擬備確認書，則另加提供法律意見及擬備確認書費用每套港幣 1,500.00 元。費用不包括擬備擔保書。

(c) In fact, Mayer Brown will act for the mortgagee including bank (but not the Purchaser, the borrower or the guarantor) in the preparation of the Mortgage and the Guarantee.

事實上，孖士打律師行將會代表包括銀行之按揭承按人(而並不代表買方，借款人或擔保人)處理按揭契及擔保書。

(d) According to the Tender Document(s) of the Development issued by the Vendor, the Purchaser will not be charged any handling fee or legal fee for processing the loan application (except that the expenses for obtaining any missing title deeds (if any) in order to prove good title of the Existing Property shall be borne by the Purchaser. If the Purchaser shall instruct his/her own solicitors to act for him/her in this loan, the Purchaser shall bear his/her own solicitors' relevant legal costs and disbursements. If the Existing Property is mortgaged, the Purchaser shall instruct his/her own solicitors to handle the discharge/release of the mortgage and bear his/her own solicitors' relevant costs and disbursements.

根據賣方發出的招標文件，買方無須支付任何申請貸款的手續費或法律費用(惟買方須自行支付為證明其現有物業良好業權之補契費用(如有))。如買方就本貸款另行自聘律師作為其代表律師，買方須負責其代表律師有關費用及雜費。如現有物業有按揭，買方須自行聘請律師辦理解除按揭手續並支付相關律師費及雜費。

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

1.	(a) Guarantee for 1st Mortgage and/or 2nd Mortgage 第一按揭及/或第二按揭擔保書 (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	\$2,500.00 each 每份 \$2,500.00 \$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	\$2,500.00 for each company 每間公司每套\$2,500.00
3.	Supplemental Agreement 補充合約	\$2,500.00 each (exclusive of disbursements) 每份 \$2,500.00 (不包括雜項費用)
4.	Power of Attorney 授權書	\$3,000.00 each (exclusive of disbursements) 每份 \$3,000.00 (不包括雜項費用)
5.	For foreign corporate purchasers: (a) fees for obtaining foreign lawyers' opinion (b) obtaining up-to-date confirmation or opinion (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)	\$6,500.00 \$1,500.00 \$6,500.00 \$1,500.00
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。	

Note on Stamp Duty (印花稅須知)

- On 28 February 2024, the Financial Secretary in his 2024-25 Budget announced the proposal to abolish all demand-side management measures for residential properties, namely the Special Stamp Duty (“SSD”), Buyer’s Stamp Duty (“BSD”) and Ad Valorem Stamp Duty (“AVD”) rate of 7.5% at Part 1 of Scale 1 with effect from the same date. Specifically, the Government will introduce the Stamp Duty (Amendment) Bill 2024 (“the Bill”) to take forward the initiative. Subject to the enactment of the Bill by the Legislative Council (“LegCo”), any instrument executed on or after 28 February 2024 for the sale and purchase or transfer of residential property will no longer be subject to SSD and BSD. The rate of AVD of 7.5% at Part 1 of Scale 1 will be amended to be the same as those of AVD at Scale 2.
2024年2月28日，財政司司長在其2024-25年度財政預算案中宣布，建議自該日起撤銷所有住宅物業需求管理措施，即由2024年2月28日起所有住宅物業交易無須再繳付「額外印花稅」、「買家印花稅」和第1標準第1部之下百分之七點五的「從價印花稅」。具體而言，政府將引入《2024年印花稅（修訂）條例草案》（《條例草案》）以落實建議。待《條例草案》獲立法會制定成法律後，在2024年2月28日或之後所簽立以買賣或轉讓住宅物業的文書均無須徵收「額外印花稅」和「買家印花稅」。第1標準第1部之下百分之七點五的「從價印花稅」稅率將修訂為與「從價印花稅」第2標準的稅率相同。
- The Government also made the Public Revenue Protection (Stamp Duty) Order 2024 (“the Order”) under the Public Revenue Protection Ordinance (Cap. 120) to give full force and effect of law to the Bill before its enactment. The Order will be in force for a maximum of four months starting from 28 February 2024. The Government aims to have the Bill passed by the LegCo before the Order ceases to have effect on 28 June 2024.
政府亦根據《公共收入保障條例》（第120章）作出《2024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。《命令》的有效期限最長為自2024年2月28日起計的四個月。政府的目標是爭取《條例草案》在《命令》於2024年6月28日停止生效前獲得通過。

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

Calculation of Ad Valorem Stamp Duty
從價印花稅計算方法如下

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

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 international 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 1997 and is obliged to implement the Task Force's recommendations.

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

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

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

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

What is meant by suspicious transaction?

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

- A secretive entity
- Unusual instructions
- Unusual settlement requests

What if I do not want to disclose my information?

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

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

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

A secretive entity

Unusual instructions

Unusual settlement requests



律師與市民齊參與 打擊清洗黑錢活動

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

個別人士

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

公司

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

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

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

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

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

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

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

常見問題

香港律師會為何要求律師向客戶索取有關身份證明及核實資料？

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

除身份證明文件外，律師還會進一步索取其他資料嗎？

律師將根據交易性質進行查證工作。例如辦理樓宇買賣時，律師可能提出以下問題：

- 交易目的為何？

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

如果是較複雜或金額不尋常的交易，客戶可能需要提供進一步資料。

何謂「可疑交易」？

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

- 身份不明
- 不尋常的指示
- 不尋常的結算要求

我可否拒絕提供資料？

假如客戶未能提供所需資料，律師可能會拒絕或停止為該客戶服務。

律師將如何處理我所提供的資料？資料會否保密？會否轉交第三者？

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

- 身份不明
- 不尋常的指示
- 不尋常的結算要求



你我攜手為香港把關 Gatekeeping for HKSAR

配合香港履行打擊清洗黑錢之國際責任
你的支持不可少

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

