

**TENDER DOCUMENT**

**INVITATION FOR PURCHASE OF PROPERTY  
BY WAY OF PUBLIC TENDER**

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Tenders are invited for the purchase of the properties in

**Shouson Peak, Hong Kong**

(being the properties offered for sale by tender as set out in any of the  
Information on Sales Arrangements issued by the Vendor for Shouson Peak from time to time  
(as the same may be revised by the Vendor from time to time),  
unless previously withdrawn or sold)

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

<b>Vendor:</b>	<b>Goodwick Limited</b> 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong
<b>Vendor’s solicitors:</b>	<b>Johnson Stokes &amp; Master</b> 16th - 18th Floors, Prince’s Building, 10 Chater Road, Central, Hong Kong
<b>Vendor’s agent:</b>	<b>Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited</b> 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong Enquiry Hotline: 3119 0008

## PART 1: TENDER NOTICE

### 1. Definitions

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

<b>“Acceptance Period”</b>	means the period between (i) the Tender Commencement Date and Time and (ii) the date which is the fourteenth (14) working day after the Tender Closing Date and Time (both dates inclusive).
<b>“Agreement”</b>	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with Clause 4 of the Conditions of Sale.
<b>“Conditions of Sale”</b>	means the Conditions of Sale set out in Part 2 of this Tender Document.
<b>“Letter of Acceptance”</b>	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice.
<b>“Offer Form”</b>	means the Offer Form set out in Part 3 of this Tender Document.
<b>“Property”</b>	means, if and when this Tender Document is accepted by the Vendor, the Tendered Property.
<b>“Property for Tender”</b>	means all or any of the properties offered for sale by tender as set out in the Sales Arrangements.
<b>“Purchase Price”</b>	means the purchase price specified in the schedule to the Offer Form.
<b>“Purchaser”</b>	means the successful Tenderer whose tender in respect of the Tendered Property is accepted by the Vendor.
<b>“Sales Arrangements”</b>	means any of the Information on Sales Arrangements issued by the Vendor for Shouson Peak from time to time (as the same may be revised by the Vendor from time to time).
<b>“Sales Office”</b>	means, in respect of each Property for Tender, the place where the sale will take place as set out in the Sales Arrangements.
<b>“Tender Closing Date and Time”</b>	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.
<b>“Tender Commencement Date and Time”</b>	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.
<b>“Tender Document”</b>	means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Annex).
<b>“Tender Notice”</b>	means the Tender Notice set out in Part 1 of this Tender Document.
<b>“Tender Period”</b>	means, in respect of each Property for Tender, the period between the Tender Commencement Date and Time and Tender Closing Date and Time.
<b>“Tendered Property”</b>	means the property specified in the schedule to the Offer Form.

“Tenderer”	means the person who is specified in the Offer Form as the tenderer.
“Vendor”	means Goodwick Limited.
“Vendor’s solicitors”	means Johnson Stokes & Master.

## 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 and Time, 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 in respect of all or 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 following:-
  - (a) The Vendor’s solicitors do not act for any Tenderers in the process of this tender and/or the purchase of the Property.
  - (b) Each Tenderer should instruct an independent firm of solicitors to for them in the process of this tender.
  - (c) **The successful Tenderer shall instruct an independent firm of solicitors to act for him in the purchase of the Property.** Please refer to the bilingual version of the “Warning to Purchasers” annexed hereto as **Annex 2**.
- 2.7 A tender must be:-
  - (a) made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) duly completed and signed. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form;**
  - (b) accompanied with the following documents:-
    - (i) Cashier order(s) and/or cheque(s)  
  
One or more cashier order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance and/or cheque(s) in the aggregate amount of 5% of the Purchase Price, such sum being the preliminary deposit for the tender, and made payable to “**JOHNSON STOKES & MASTER**”, provided that HK\$5,000,000 thereof must be paid by cashier order(s).
    - (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 of the Tenderer and copies of the HKID Card/Passport of each director.

(iii) Intermediary's licence (if applicable)

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

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

- (1) Measurements of the Tendered Property
- (2) Warning to Purchasers
- (3) Acknowledgement Letter Regarding Stamp Duty
- (4) (For Tenderer selecting Stamp Duty Express only) Letter regarding Stamp Duty Express, Guarantee and Indemnity by Shareholder(s) of Purchaser and Guarantee and Indemnity by Director(s) of Purchaser
- (5) Vendor's Information Form
- (6) Acknowledgement Letter Regarding Retained Tree
- (7) Personal Information Collection Statement
- (8) Acknowledgment Letter Regarding Financing Plans

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

- (c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "**Tender for Shouson Peak**"; and
- (d) placed in the Tender Box labelled "**Public Tender For Shouson Peak**" placed at the Sales Office during the Tender Period.

2.8 The tender will proceed irrespective of whether any Tropical Cyclone Warning Signal or any Rainstorm Warning Signal is in effect at any time during the Tender Period.

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 Hong Kong correspondence address specified in the Offer Form.

2.10 (a) The Tenderer must sign the Offer Form and other documents either (i) personally (if the Tenderer is a company, by its director or authorised person) and shall be deemed to be acting as a principal or (ii) by his attorney in which event the relevant power of attorney shall be in the Vendor's prescribed form and duly executed and attested by a solicitor in Hong Kong.

(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 of Acceptance 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 (2nd) 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.
- 3.4 (a) In the event that the Purchaser intends to execute the Agreement by his attorney on his behalf, 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 for Tender. All enquiries should be directed to the Vendor’s agent, Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited of 45<sup>th</sup> Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Enquiry Hotline: +(852) 3119 0008). For the avoidance of doubt, Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited is not the agent of the Purchaser.
- 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 this Tender Document unless the context otherwise requires (i) words and expressions importing the masculine, feminine or neuter gender include every other gender, (ii) words and expressions in the singular include the plural, and words and expressions in the plural include the singular and (iii) words and expressions shall extend to the grammatical variations and cognate expressions of such words and expressions.
- 4.5 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]*

## PART 2: CONDITIONS OF SALE

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

<b>“Development”</b>	means Shouson Peak, Hong Kong.
<b>“this Preliminary Agreement”</b>	means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document.
2. The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the Purchase Price and on the terms and conditions contained in this Preliminary Agreement.
3. A preliminary deposit which is equal to five percent (5%) of the Purchase Price is payable by the Purchaser to the Vendor on signing of this Preliminary Agreement.
4. The sale and purchase shall be completed at the office of the Vendor’s solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) on the completion date.
5. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-
  - (a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance;
  - (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.
6. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
7. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
8. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholders.
9. The Purchaser shall attend the office of the Vendor’s solicitors together with the Tender Document and the Letter of Acceptance within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor’s solicitors without amendment; (ii) to pay the sum abovementioned as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement as set out in clause 18.
10. If the Purchaser fails to execute the Agreement within 5 working days after the date of the Letter of Acceptance:-
  - (a) this Preliminary Agreement is terminated;
  - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
  - (c) the Vendor does not have any further claim against the Purchaser for the failure.
11. The measurements of the Property are as follows — see “Measurements of the Tendered Property” of the Tender Document.
12. The sale and purchase of the Property includes the fittings, finishes and appliances as follows — see Schedule to the Conditions of Sale.

13. 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.
14. The Purchaser acknowledges receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 15 and fully understands its contents.
15. For the purposes of clause 14, the following is the "Warning to Purchasers"–
- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.  
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
  - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.  
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
  - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.  
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
  - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have 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。
16. 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.
17. The Purchaser shall instruct his own solicitors to act for him in respect of the purchase of the Property and each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment. All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment to the Purchaser shall be borne and paid by the Purchaser.
18. 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.
19. All plan fees, the costs of certified copies of the relevant title deeds including plan fees for such certified copies, search fees, registration fees and other disbursements shall be borne by the Purchaser. The

Purchaser shall also pay and bear all legal costs and disbursements in respect of any mortgage of the Property.

20. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.
21. The Purchaser shall before delivery of vacant possession of the Property by the Vendor pay to the Manager or the Vendor all management fee deposit, special fund, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the Deed of Mutual Covenant and Management Agreement and the Purchaser shall reimburse the Vendor for all payment including without limiting to all utilities deposits already paid by the Vendor in respect of the Property.
22. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
23. The Property is a residential property within the meaning of section 29A(1) of the Stamp Duty Ordinance.
24. Time shall in every respect be of the essence of this Preliminary Agreement.
25.
  - (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "**CRTPO**") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
  - (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
  - (c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
    - (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and
    - (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.
26. In this Preliminary Agreement:-
  - (a) "**saleable area**" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (the "**Ordinance**");
  - (b) "**working day**" has the meaning given by section 2(1) of the Ordinance;
  - (c) the floor area of an item under clause (a) of the Property set out in Schedule 1 is calculated in accordance with section 8(3) of the Ordinance; and
  - (d) the area of an item under clause (b) of the Property set out in Schedule 1 is calculated in accordance with Part 2 of Schedule 2 to the Ordinance.



**Schedule to the Conditions of Sale**  
**出售條款的附表**

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

For 17K Shouson Hill Road, Shouson Peak, Hong Kong only:  
只適用於香港Shouson Peak壽山村道17K號

Internal Wall 內牆	–	Emulsion paint where exposed. 牆壁外露處髹乳膠漆。
Flooring 地板	–	Natural stone for living and dining room. Engineered timber flooring for bedrooms. 客廳及飯廳為天然石材。睡房為複合木地板。
Door 門	–	Timber doors and glass doors with ironmongery. 木門及玻璃門，配小五金。
Bathroom 浴室	–	Sanitary fittings are provided. Natural stone and feature glass panel for exposed walls in bathroom of master bedroom, bathroom of bedroom 2 and bathroom; natural stone for exposed floors; gypsum board false ceiling. 提供潔具。主人睡房浴室、睡房 2 浴室及浴室牆壁外露處鋪砌天然石材及裝飾玻璃板；地台外露處鋪砌天然石材；石膏板假天花。
Kitchen 廚房	–	Natural stones and stainless steel for exposed walls; natural stone for exposed floors; gypsum board false ceiling; countertop finished with solid surfacing material. 牆壁外露處鋪砌天然石材及不銹鋼；地台外露處鋪砌天然石材；石膏板假天花；廚房檯面鋪砌無縫人造塑料。
Other Provisions 其他設備	–	<p>i) Built-in cooking hobs, cooker hood, refrigerator, microwave oven, oven, steamer, barbecue grill, wine cellar, dishwasher, vegetable cleaner, washer dryer, washing machine, drying machine and exhaust fan; 嵌入式煮食爐、抽油煙機、雪櫃、微波爐、焗爐、蒸爐、燒烤爐、酒櫃、洗碗碟機、超聲波洗菜機、洗衣乾衣機、洗衣機、乾衣機及抽氣扇；</p> <p>ii) Water heater for bathroom and kitchen. 浴室及廚房裝設熱水爐。</p>

*[End of Part 2: Conditions of Sale]*

## PART 3: OFFER FORM

*(To be completed by the Tenderer)*

To: **The Vendor**

1. Offer

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

2. Binding agreement if offer is accepted

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

3. Address for receipt of Letter of Acceptance

I/We agree that the Hong Kong correspondence address specified in the Schedule to this Offer Form shall be the address for the purpose of receipt of the 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 its staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary (i) any fees or commission in addition to the Purchase Price, (ii) any information or (iii) any copy documents. 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.

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

### Schedule to the Offer Form

(To be completed by the Tenderer)

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

Section 2 – Tendered Property
17K Shouson Hill Road, Shouson Peak, Hong Kong

Section 3 - Purchase Price			
Purchase Price (HK\$)			
<i>Cashier order(s) and/or cheque(s) (in the aggregate amount of 5% of the Purchase Price)</i>			
Cashier order(s)	Amount (HK\$)	Bank	Cashier order no.
Cheque(s)	Amount (HK\$)	Bank	Cheque no.

*Section 4 – Payment Plan*

**For details of the gifts, financial advantage or benefits, please refer to Annex 9.**

**Terms of Payment**

The Purchase Price of the Property shall be paid by the Purchaser to the Vendor in the manner as follows–

- 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)
- \_\_\_\_\_ % of the Purchase Price shall be paid within \_\_\_\_\_ days after the date of Letter of Acceptance
- \_\_\_\_\_ % of the Purchase Price shall be paid within \_\_\_\_\_ days after the date of Letter of Acceptance
- \_\_\_\_\_ % of the Purchase Price shall be paid within \_\_\_\_\_ days after the date of Letter of Acceptance
- \_\_\_\_\_ % of the Purchase Price shall be paid within \_\_\_\_\_ days after the date of Letter of Acceptance
- \_\_\_\_\_ % of the Purchase Price (balance of the Purchase Price) shall be paid within \_\_\_\_\_ days after the date of the Letter of Acceptance

Notes:

1. Percentage (%) must be an integer.
2. The date of completion shall not be earlier than 90 days after the date of the Letter of Acceptance.

**Stamp Duty Express**

**(A) Applicable if the Tenderer is an individual**

Please choose only one of the following options (*\*please tick one of the following boxes*):

- \* ☐ I/We **do not select** the Stamp Duty Express.
- \* ☐ I/We **select** the Stamp Duty Express (the amount of the Stamp Duty Express equal to 4.25% of the Purchase Price).

**(B) Applicable if the Tenderer is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)**

If the Tenderer is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s), the Tenderer shall be eligible for the Stamp Duty Express (the amount of the Stamp Duty Express equal to 4.25% of the Purchase Price).

- ☒ We **select** the Stamp Duty Express (the amount of the Stamp Duty Express equal to 4.25% of the Purchase Price).

The Vendor's decision as to whether the Tenderer is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s) is final and the Tenderer shall not raise any claims or objections in respect thereof.

**(C) Applicable if the Tenderer is a company (other than a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))**

If the Tenderer is a company (other than a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)), the Tenderer **shall not be eligible for** the Stamp Duty Express.

**Section 5 - Intermediary (if any)**

Name of sales person	
EA Licence No.	
Estate agency	
Contact No.	

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

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

**Section 6 - Viewing of the Property (Please tick either one)**

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

The Vendor is deemed to have complied with Division 5 of Part 2 of the Residential Properties (First-hand Sales) Ordinance regarding the requirements for viewing of property in completed development.

**Section 7 - Declaration of relationship with the Vendor (\* Please tick as appropriate)**

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

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

- (a) a director of the Vendor; or a parent, spouse or child of such a director;
- (b) a manager of the Vendor;
- (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
- (d) an associate corporation or holding company of the Vendor;
- (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
- (f) a manager of such an associate corporation or holding company.

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

*Section 8 - Information of Purchaser's Solicitors*

Name of Solicitor Firm Acting for the Purchaser	
Address of Solicitor Firm Acting for the Purchaser	
Contact Person(s)	
Contact Details (telephone no./email address)	

*Section 9 - Submission checklist*

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

1. ☐ Tender Document (without the Annex) with the Offer Form completed, dated and signed
2. ☐ Cashier order(s) and/or cheque(s)
3. ☐ Tenderer's identification documents
4. ☐ Intermediary's licence (if applicable)
5. Documents in Annex, duly signed and completed by the Tenderer:
  - (1) ☐ Measurement of the Tendered Property (undated)
  - (2) ☐ Warning to Purchasers (undated)
  - (3) ☐ Acknowledgement Letter Regarding Stamp Duty
  - (4) ☐ (For Tenderer selecting Stamp Duty Express only) Letter Regarding Stamp Duty Express, Guarantee and Indemnity by Shareholder(s) of Purchaser and Guarantee and Indemnity by Director(s) of Purchaser (undated)
  - (5) ☐ Vendor's Information Form (undated)
  - (6) ☐ Acknowledgement Letter Regarding Retained Tree (undated)
  - (7) ☐ Personal Information Collection Statement (undated)
  - (8) ☐ Acknowledgment Letter Regarding Financing Plans (undated)

**Section 10 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)**

We declare and agree as follows:-

1. The table below set out the particulars of all the current directors and shareholders of the Tenderer as at the date of this Offer Form.
2. All the procedures relating to the appointment as the Tenderer's directors or allotment / transfer of the Tenderer's shares 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 shareholders or directors for the period from (i) the date of the Offer Form to (ii) the date of completion of the Property in accordance with the Agreement.
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 (including the names and identification document and status of Hong Kong Permanent Residents) of all of the Tenderer's directors and shareholders 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.

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

<b>Section 11 - Signature of the Tenderer and witness</b>
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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(s). If the Tenderer is a company, the Offer Form must be signed by its director(s) or authorized signatory(ies) with company chop.)*

Signed by the Tenderer:

X

Witnessed by:

X

Name of the director(s) or authorized signatory(ies) (if the Tenderer is a company):

Name of the witness:

Date:

*[End of Part 3: Offer Form]*

*[End of the Tender Document]*



招標文件

公開招標承投購買物業

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現招標承投購買以下發展項目之物業

**香港 Shouson Peak**

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

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

**賣方：** 忠域有限公司  
香港港灣道 30 號新鴻基中心 45 樓

**賣方律師：** 孖士打律師行  
香港中環遮打道 10 號太子大廈 16 樓至 18 樓

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

# 第 1 部份：招標公告

## 1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「承約期間」	指由(i)招標開始日期及時間至(ii)招標截止日期及時間後的第 14 個工作日（包括首尾兩日）。
「正式合約」	指賣方與買方根據出售條款第 4 條擬簽訂的該物業的正式買賣合約。
「出售條款」	指本招標文件第 2 部份的出售條款。
「接納書」	指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知。
「要約表格」	指本招標文件第 3 部份的要約表格。
「該物業」	指如果及一旦本招標文件獲得賣方接納時的該投標物業。
「該招標物業」	指銷售安排內列出以招標形式出售的所有或任何物業。
「樓價」	指要約表格的附表中訂明的樓價。
「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」	指任何一份或多份賣方不時發出的香港 Shouson Peak 的銷售安排資料(及賣方不時對其作出修改的銷售安排資料)。
「售樓處」	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出售地點。
「招標截止日期及時間」	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。
「招標開始日期及時間」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標開始日期及時間。
「招標文件」	指本招標文件（由第 1 部份，第 2 部份及第 3 部份組成，但不包括附件）。
「招標公告」	指本招標文件第 1 部份的招標公告。
「招標期間」	就每一個該招標物業而言，指招標開始日期及時間至招標截止日期及時間的期間。
「該投標物業」	指要約表格的附表中訂明的物業。
「投標者」	指要約表格中訂明為投標者的人士。
「賣方」	指忠域有限公司。
「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及時間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招標截止日期及時間。任何更改招標截止日期及時間的通知會張貼於售樓處。賣方無須就更改招標截止日期及時間另行通知投標者。
- 2.6 投標者須注意以下事項：
- (a) 賣方律師在本投標過程及/或該物業之買入過程中不代表任何投標者。
  - (b) 各投標者應聘用獨立律師代表其在本投標過程行事。
  - (c) **中標者須另聘獨立律師代表其買入該物業。**請參見附件 2 的「對買方的警告」的中英文雙語文本。
- 2.7 投標書必須：
- (a) 採用本招標表格之格式，並填妥及簽署要約表格（即本招標文件的第 3 部份）。**請填妥及簽署要約表格的英文文本或要約表格的中文文本；**
  - (b) 連同以下文件：
    - (i) 銀行本票及 / 或支票  
  
由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的一張或多張銀行本票及 / 或支票，總金額為樓價的 5%，該金額須作為投標的臨時訂金，抬頭寫「**孖士打律師行**」，但其中港幣 5,000,000 元必須以銀行本票支付。
    - (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的複印本及每名董事的身份證／護照的複印本。
    - (iii) 中介人的牌照（如適用）  
  
投標者委託的地產經紀的牌照複印本。
    - (iv) 由投標者填妥及簽署的附件的文件
      - (1) 投標物業的量度尺寸
      - (2) 對買方的警告
      - (3) 關於印花稅的確認書
      - (4) (只適用於選擇印花稅直送的投標者)關於印花稅直送的信件、買方股東

- 之擔保及彌償及買方董事之擔保及彌償
- (5) 賣方資料表格
  - (6) 保育樹確認信
  - (7) 個人資料收集聲明
  - (8) 關於財務計劃的確認信

請不要於本第(iv)分段所述的任何文件內填上日期；

- (c) 放入普通信封內，信封面上書明賣方收啓，並清楚註明「**Shouson Peak 招標**」；及
  - (d) 於招標期間放入位於售樓處擺放的標示為「**Shouson Peak 公開招標**」的投標箱內。
- 2.8 即使於招標期間內任何時間有任何熱帶氣旋警告信號或任何暴雨警告信號生效，招標會繼續進行。
- 2.9 在賣方對收到的投標書作出決定前，所有銀行本票及／或支票均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票及／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 天內，按要約表格中指定的香港通訊地址以專人送達、或通過郵遞方式退還落選投標者。
- 2.10 (a) 投標者須(i)親身簽署要約表格及其他文件（如投標者為公司，須由其董事或其獲授權人士簽署），並視作為主事人或(ii)以其授權人代表其簽署要約表格及其他文件，在此情況下，相關授權書須使用賣方訂明的格式及妥為簽立。
- (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) 要約表格中指定的香港通訊地址將會是收取接納書及退回銀行本票及／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. 接受投標

- 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之前獲書面通知(「**接納書**」)獲通知其投標書已被接納，接納書會按要約表格指定的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。接納書在投郵後的第 2 個工作日視為已經正式收到。
- 3.3 在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式的正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於招標期間在售樓處審閱。為免疑問，買方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。
- 3.4 (a) 如買方有意以其授權人代表其簽署正式合約，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招標物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方的代理人新鴻基地產(銷售及租賃)代理有限公司，地址為香港港灣道 30 號新鴻基中心 45 樓（查詢熱線: +(852) 3119 0008）。為免疑問，新鴻基地產(銷售及租賃)代理有限公司並非買方的代理人。
- 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細則。
- 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 在本招標文件中，除非文意另有所指，否則(i)凡指男性、女性及不屬於男性或女性者的字及詞句亦包括每一其他性別，(ii) 凡指單數的字及詞句亦指眾數，而指眾數的字及詞句亦指單數，及(iii) 所用字及詞句擴及指該字及詞句的文法變體及同語族詞句。
- 4.5 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]*

## 第 2 部分：出售條款

1. 除非招標公告另有定義，在本出售條款中，下列詞語應具有下列含義：  

「發展項目」	指香港 Shouson Peak。
「本臨時合約」	指買方根據招標文件遞交的投標書，以及賣方根據招標文件的接納書而訂立的合約。
2. 招標文件連同接納書構成賣方與買方就買賣該物業的有約束力的協議。賣方須以樓價並按本臨時合約所載條款及細則出售該物業，而買方須以樓價並按本臨時合約所載條款及細則購買該物業。
3. 買方須於簽署本臨時合約時向賣方支付相等於樓價的 5% 的臨時訂金。
4. 買賣須於成交日的辦公時間(即指由上午 10 時起至同日下午 4 時 30 分為止期間)內，在賣方律師的辦事處完成。
5. 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：
  - (a) 由買方於接納書的日期之後的第 5 個工作日或之前簽立；及
  - (b) 由賣方於接納書的日期之後的第 8 個工作日或之前簽立。
6. 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。
7. 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。
8. 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。
9. 買方須於接納書的日期之後的 5 個工作日內攜帶招標文件及接納書到賣方律師的辦事處辦理下列手續(按：必須嚴守所訂日期)：(i) 簽署賣方律師所訂定之標準正式合約；(ii) 在簽署正式合約之同時交付本臨時合約上列明應付之款項；及(iii) 同時交付第 18 條所載就正式合約應付之所有印花稅。
10. 如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：
  - (a) 本臨時合約即告終止；
  - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
  - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
11. 該物業的量度尺寸載列於《投標物業的量度尺寸》。
12. 該物業的買賣包括的裝置、裝修物料及設備如下——見出售條款的附表。
13. 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。
14. 買方確認已收到第 15 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。
15. 就上述第 14 條而言，「對買方的警告」內容如下——

- (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。  
Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
- (b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。  
You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
- (c) 現**建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。  
**YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
- (d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。  
If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
- (e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。  
You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
16. 本臨時合約只適用於買方本身，買方無權要求賣方與任何其他人士訂立任何正式合約，亦無權將本臨時合約的利益轉讓予第三方。
17. 買方須另聘律師代表其買入該物業，而買賣雙方須各自支付其在有關正式合約及其後之轉讓契之法律費用。買方律師有關處理、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的律師費用及雜項費用，全部由買方承擔及支付。
18. 有關本臨時合約及/或正式合約及/或其後的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)，一概由買方承擔及支付。
19. 一切圖則費用、有關業權之契約之認證副本包括圖則之費用、查冊費、註冊費及其他支出款項均須由買方承擔。一切有關該物業按揭之律師費用及雜項費用，均由買方承擔。
20. 如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
21. 買方須在賣方交吉該物業予買方時繳付管理人或賣方一切管理費按金、特別基金、泥頭清理費、預繳管理費及其他根據大廈公契之其他按金及費用，買方並須償還賣方代該物業已支付的上述費用包括水電煤按金。
22. 買方如有更改地址或電話，須以書面通知賣方。
23. 該物業乃屬印花稅條例第29A(1)條所註釋之住宅用途物業。
24. 買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。

25. (a) 賣方和買方無意賦予任何第三者權利依據《合約（第三者權利）條例》(第 623 章)(「該第三者權利條例」)強制執行本臨時合約下任何條款，並且同意排除該第三者權利條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。
- (b) 本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該第三者權利條例的適用範圍內：就是說，在排除該第三者權利條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章)的情況下。
- (c) 若本臨時合約任何條款因上述第(b)款的規定沒有從該第三者權利條例的適用範圍內排除，而第三者(在該第三者權利條例定義)可依據該第三者權利條例強制執行任何該等條款時：
- (i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條第三者權利例第 6(1)條將不適用於本臨時合約；及
- (ii) 賣方和買方依據該第三者權利條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。
26. 在本臨時合約中—
- (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)（『該條例』）第 8 條給予該詞的涵義；
- (b) “工作日”具有該條例第 2(1)條給予該詞的涵義；
- (c) 附表 1 載列之該物業的(a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及
- (d) 附表 1 載列之該物業的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。



**Schedule to the Conditions of Sale**  
**出售條款的附表**

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

For 17K Shouson Hill Road, Shouson Peak, Hong Kong only:  
只適用於香港Shouson Peak壽山村道17K號

Internal Wall 內牆	–	Emulsion paint where exposed. 牆壁外露處髹乳膠漆。
Flooring 地板	–	Natural stone for living and dining room. Engineered timber flooring for bedrooms. 客廳及飯廳為天然石材。睡房為複合木地板。
Door 門	–	Timber doors and glass doors with ironmongery. 木門及玻璃門，配小五金。
Bathroom 浴室	–	Sanitary fitments are provided. Natural stone and feature glass panel for exposed walls in bathroom of master bedroom, bathroom of bedroom 2 and bathroom; natural stone for exposed floors; gypsum board false ceiling. 提供潔具。主人睡房浴室、睡房 2 浴室及浴室牆壁外露處鋪砌天然石材及裝飾玻璃板；地台外露處鋪砌天然石材；石膏板假天花。
Kitchen 廚房	–	Natural stones and stainless steel for exposed walls; natural stone for exposed floors; gypsum board false ceiling; countertop finished with solid surfacing material. 牆壁外露處鋪砌天然石材及不銹鋼；地台外露處鋪砌天然石材；石膏板假天花；廚房檯面鋪砌無縫人造塑料。
Other Provisions 其他設備	–	<div><div>i)</div><div>Built-in cooking hobs, cooker hood, refrigerator, microwave oven, oven, steamer, barbecue grill, wine cellar, dishwasher, vegetable cleaner, washer dryer, washing machine, drying machine and exhaust fan; 嵌入式煮食爐、抽油煙機、雪櫃、微波爐、焗爐、蒸爐、燒烤爐、酒櫃、洗碗碟機、超聲波洗菜機、洗衣乾衣機、洗衣機、乾衣機及抽氣扇；</div><div>ii)</div><div>Water heater for bathroom and kitchen. 浴室及廚房裝設熱水爐。</div></div>

[第2部分：出售條款完]

## 第 3 部份：要約表格

(由投標者填寫)

致：賣方

1. 要約

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

2. 如要約獲接納將構成具約束力協議

本人／我們同意、接受及聲明，如本投標書獲賣方接納，則在正式合約簽署之前，本招標文件(連同賣方的書面承約及出售條款)構成賣方與本人／我們之間按照招標文件的條款及細則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二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) 賣方及其僱員並無亦不會直接或間接向買方或中介人收取 (i)除該物業樓價外的任何費用或佣金、(ii)任何資料或(iii)任何副本文件。如有任何人士以賣方的僱員或代理人之名義在買方購買該物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。

5. 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 (請以英文填寫)				
香港通訊地址 (如與上面不同) (請以英文填寫)				
聯絡資料	聯絡人			
	電話		傳真	

第 2 節 – 投標物業
香港 Shouson Peak 壽山村道 17K 號

第 3 節 – 樓價			
樓價 (HK\$)			
銀行本票及／或支票(總金額為樓價的 5%)			
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

有關贈品、財務優惠或利益的詳情，請參閱附件9。

##### 支付條款

該物業的樓價須由買方按以下方式支付予賣方—

- 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
- 相等於樓價\_\_\_\_\_ % 於接納書的日期後\_\_\_\_\_ 日內繳付
- 相等於樓價\_\_\_\_\_ % 於接納書的日期後\_\_\_\_\_ 日內繳付
- 相等於樓價\_\_\_\_\_ % 於接納書的日期後\_\_\_\_\_ 日內繳付
- 相等於樓價\_\_\_\_\_ % 於接納書的日期後\_\_\_\_\_ 日內繳付
- 相等於樓價\_\_\_\_\_ % (樓價餘額) 於接納書的日期後\_\_\_\_\_ 日內繳付

註：

1. 百分數(%)必須為整數。
2. 成交日不可早於接納書的日期後 90 日。

##### 印花稅直送

###### (A) 適用於投標者為個人

請選擇以下其中一個選項 (\*請剔以下其中一個方格)：

\*☐ 本人／我們不選擇印花稅直送。

\*☐ 本人／我們選擇印花稅直送(印花稅直送金額相等於樓價的 4.25%)。

###### (B) 適用於投標者為香港註冊成立的有限公司及其所有股東及董事均為個人

如投標者為香港註冊成立的有限公司及其所有股東及董事均為個人，投標者可享有印花稅直送(印花稅直送金額相等於樓價的 4.25%)。

☒ 我們選擇印花稅直送(印花稅直送金額相等於樓價的 4.25%)。

賣方對投標者是否為香港註冊成立的有限公司及其所有股東及董事均為個人的決定為最終的，投標者不得就此提出任何申索或反對。

###### (C) 適用於投標者為公司(香港註冊成立的有限公司及其所有股東及董事均為個人除外)

如投標者為公司(香港註冊成立的有限公司及其所有股東及董事均為個人除外)，投標者不符合資格享有印花稅直送。

**第5節- 中介人（如有）**

地產代理姓名	
地產代理牌照號碼	
公司名稱	
聯絡電話	

**關於中介人的聲明（僅於有指明中介人時適用）**

本人／我們確認及聲明中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、陳述或承諾，無論在任何情況下賣方均無須就中介人所作出的任何協議、陳述或承諾向買方、中介人或任何其他人士負責。買方與中介人之任何糾紛一概與賣方無關。該物業之買賣交易嚴格依據招標文件的條款及細則進行。

**第6節- 參觀該物業（請剔其中一項）**

- ☐ 賣方已開放該物業供本人／我們參觀，且本人／我們已參觀過該物業。
- ☐ 本人／我們明白本人／我們有權在遞交投標書之前參觀該物業，而賣方已開放該物業供本人／我們參觀，但本人／我們決定不參觀。

賣方視為已符合《一手住宅物業銷售條例》第2部第5分部有關參觀已落成發展項目中的物業之要求。

**第7節- 與賣方關係的聲明（\*請剔適用者）**

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

（如有以下情況，某人即屬賣方的「有關連人士」：

- (a) 該人是賣方的董事，或該董事的父母、配偶或子女；
- (b) 該人是賣方的經理；
- (c) 該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
- (d) 該人是賣方的有聯繫法團或控股公司；
- (e) 該人是上述有聯繫法團或控股公司的董事，或該董事的父母、配偶或子女；或
- (f) 該人是上述有聯繫法團或控股公司的經理。

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

**第8節- 買方律師資料**

買方律師樓名稱	
買方律師樓地址	
聯絡人	
聯絡資料（電話號碼/電郵地址）	

第9節 – 遞交清單

以上文件連同本招標文件遞交（詳情見招標公告第 2.7 段）：

1. ☐ 招標文件（沒有附件）及要約表格已填妥、填上日期及簽署
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. 由投標者填妥及簽署的附件的文件：
  - (1) ☐ 投標物業的量度尺寸(未有填上日期)
  - (2) ☐ 對買方的警告(未有填上日期)
  - (3) ☐ 關於印花稅的確認書(未有填上日期)
  - (4) ☐ (只適用於選擇印花稅直送的投標者) 關於印花稅直送的信件、買方股東之擔保及彌償及買方董事之擔保及彌償(未有填上日期)
  - (5) ☐ 賣方資料表格(未有填上日期)
  - (6) ☐ 保育樹確認信(未有填上日期)
  - (7) ☐ 個人資料收集聲明(未有填上日期)
  - (8) ☐ 關於財務計劃的確認信 (未有填上日期)

**第10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及股東的資料均已列於下表。
2. 所有委任投標者的董事或分配/轉讓投標者股份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該物業根據正式合約買賣成交前，投標者的股東或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標者的董事及股東的資料（包括其姓名、身份證明及香港永久性居民身份），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，賣方有權拒絕將該物業出售予投標者。

**董事**

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

**股東**

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

**第 11 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，要約表格須由其董事或其獲授權人士簽署及蓋上公司印章。)

投標者簽署：

X

見證人簽署：

X

董事或獲授權人士的名稱（如投標者為公司）：

見證人名稱：

日期：

[第 3 部份：要約表格完]  
[招標文件完]



## 附件

### Annex

(附件不屬於招標文件的一部份。在遞交招標文件之前，請先將附件移除。然而，投標者須簽署以下標有“#”號的文件並連同招標文件一併遞交。)

*(The Annex does not form part of the Tender Document. The Annex should be detached from the Tender Document before submitting the Tender Document. However, the Tenderer should note documents marked with “#” should be signed and submitted together with the Tender Document.)*

1. 投標物業的量度尺寸 #  
Measurements of the Tendered Property #
2. 對買方的警告 #  
Warning to Purchasers #
3. 關於印花稅的確認書 #  
Acknowledgement Letter Regarding Stamp Duty #
4. (只適用於選擇印花稅直送的投標者) 關於印花稅直送的信件、買方股東之擔保及彌償及買方董事之擔保及彌償 #  
(For Tenderer selecting Stamp Duty Express only) Letter Regarding Stamp Duty, Guarantee and Indemnity by Shareholder(s) of Purchaser and Guarantee and Indemnity by Director(s) of Purchaser (undated) #
5. 賣方資料表格 #  
Vendor's Information Form #
6. 保育樹確認信#  
Acknowledgement Letter Regarding Retained Tree#
7. 個人資料收集聲明 #  
Personal Information Collection Statement #
8. 關於財務計劃的確認信 #  
Acknowledgement Letter Regarding Financing Plans #
9. 贈品、財務優惠或利益的列表  
List of gift, financial advantage or benefit
10. 嚴禁清洗黑錢宣傳單張  
“Keep Money Laundering Away from Hong Kong” Leaflet

**Annex 1 附件 1**

**Measurements of the Tendered Property**  
**投標物業的量度尺寸**

Vendor 賣方	Goodwick Limited 忠域有限公司
The Property 該物業	17K Shouson Hill Road, Shouson Peak, Hong Kong 香港 Shouson Peak 壽山村道 17K 號
Purchaser 買方	
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼	
Date 日期	

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

- (a) 該物業的實用面積為 \_\_\_\_\_ 平方米／ \_\_\_\_\_ 平方呎；及  
the saleable area of the Property is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet ; and
- (b) 其他量度尺寸為—  
other measurements are—
- 空調機房的面積為 \_\_\_\_\_ 平方米／ \_\_\_\_\_ 平方呎；  
the area of the Air-conditioning plant room is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet;
- 平台的面積為 \_\_\_\_\_ 平方米／ \_\_\_\_\_ 平方呎；  
the area of the flat roof is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet;
- 花園的面積為 \_\_\_\_\_ 平方米／ \_\_\_\_\_ 平方呎；  
the area of the garden is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet;
- 停車位的面積為 \_\_\_\_\_ 平方米／ \_\_\_\_\_ 平方呎；  
the area of the parking space is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet;
- 梯屋的面積為 \_\_\_\_\_ 平方米／ \_\_\_\_\_ 平方呎。  
the area of the stairhood is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet.

I/We understand this Measurements of the Property forms part of the Preliminary Agreement. I/We hereby irrevocably authorize the Vendor and its representatives to correct any mistake/error/typo found in this Measurements of the Tendered Property.

本人／我們明白該物業的量度尺寸構成臨時合約的一部份。本人／我們現不可撤回地授權賣方及其代表修正任何本投標物業的量度尺寸發現之錯失／錯誤／錯字。

Signed by the Purchaser(s) 買方簽署

**WARNING TO PURCHASERS**  
對買方的警告

Vendor 賣方	Goodwick Limited 忠域有限公司
Property 物業	17K Shouson Hill Road, Shouson Peak, Hong Kong 香港 Shouson Peak 壽山村道 17K 號
Purchaser 買方	
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼	
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。

公曆                      年                      月                      日  
Dated this                      day of

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	Goodwick Limited 忠域有限公司
The Property 該物業	No. 17K Shouson Hill Road, Shouson Peak, Hong Kong 香港 Shouson Peak 壽山村道 17K 號
Purchaser 買方	
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼	
Date 日期	

I/We, the undersigned, hereby confirm and acknowledge that I am/we are aware of the following and their implications prior to the signing of the preliminary agreement for sale and purchase (“**Preliminary Agreement**”) and the formal agreement for sale and purchase (“**Agreement for Sale and Purchase**”) of the Property:

本人／吾等，下方簽署人，謹此確認及知悉在簽署本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／吾等已獲悉以下事項及其影響：

**Raising the maximum value of properties chargeable to a stamp duty of \$100**  
**調高 100 元印花稅適用的物業價值上限**

- The Government announced that the Stamp Duty Ordinance would be amended to adjust the maximum property value to which the fixed stamp duty of \$100 applies to \$4 million. The Government will introduce the Stamp Duty (Amendment) Bill 2025 (the “**Bill**”) into the Legislative Council to take forward the proposed adjustment. The Chief Executive has also made the Public Revenue Protection (Stamp Duty) Order 2025 under the Public Revenue Protection Ordinance (Cap. 120) to give full force and effect of law to the Bill before its enactment. Subject to the eventual enactment of the Bill, the new value bands will be applicable to any instrument executed on or after 26 February 2025 for the sale and purchase or transfer of residential or non-residential property.

政府宣布將修訂《印花稅條例》，調整適用於定額印花稅 100 元的物業價值上限至 4 百萬元。政府將向立法會提交《2025 年印花稅（修訂）條例草案》（《條例草案》）以落實該建議。行政長官亦已根據《公共收入保障條例》（第 120 章）作出《2025 年公共收入保障（印花稅）令》，使《條例草案》在制定成法律前具有十足法律效力。在《條例草案》最終獲立法會通過的前提下，新稅階適用於任何在 2025 年 2 月 26 日或之後所簽立以買賣或轉讓住宅或非住宅物業的交易文書。

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

- The Stamp Duty (Amendment) Ordinance 2024 (“**2024 Amendment Ordinance**”) was published in the Gazette on 19 April 2024 to give effect to the proposals in the 2024-25 Budget to cancel all demand-side management measures for residential properties. Under the 2024 Amendment Ordinance, (a) the ad valorem stamp duty (“**AVD**”) rate of 7.5% under Part 1 of Scale 1 is amended to the same rate as those of AVD at Scale 2 with effect from 28 February 2024; and (b) any instrument executed on or after 28 February 2024 for the sale and purchase or transfer of residential property is no longer subject to special stamp duty and buyer’s stamp duty.

《2024 年印花稅（修訂）條例》（《2024 年修訂條例》）已於 2024 年 4 月 19 日刊憲，以實施 2024-25 年度財政預算案中的建議，即撤銷所有住宅物業需求管理措施。根據《2024 年修訂條例》，(a) 由 2024 年 2 月 28 日起，第 1 標準第 1 部之下百分之七點五的從價印花稅稅率修訂為與從價印花稅第 2 標準的稅率相同；及 (b) 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及買家印花稅。

**Series of transactions**  
**系列交易**

3. Purchaser should be aware that the purchase of two or more properties from the same vendor on the same date or within a short time span under two or more Preliminary Agreements / Agreements for Sale and Purchase may be considered by the Stamp Office to form a larger transaction or series of transactions. In such scenario, the AVD of the Preliminary Agreements / Agreements for Sale and Purchase will then be computed at the rate pertinent to the total amount or value of the considerations of all the properties.  
買方應注意，在同一日或一段短時間內根據兩份或以上的臨時合約／買賣合約向相同的賣方購買兩個或以上的物業，可能會被印花稅署視為構成一宗更大交易或一系列交易。在此情況下，臨時合約／買賣合約的從價印花稅將按所有物業的總代價款額或價值的從屬印花稅率計算。
4. For details of the stamp duty, please browse the Inland Revenue Department website ([www.ird.gov.hk](http://www.ird.gov.hk)).  
有關印花稅詳情，請瀏覽稅務局網頁（[www.ird.gov.hk](http://www.ird.gov.hk)）。

**Procedures to be followed by the Purchaser who is not eligible for “Stamp Duty Express”**  
**不獲「印花稅直送」之買方須遵守的程序**

5. 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.  
在買賣合約訂立之日起 1 個月內，買方承諾向賣方律師交付並促使其律師向賣方律師交付一份已加蓋應付印花稅之買賣合約的認證副本，或印花證明書的認證副本，以證明已完全繳付買賣合約之印花稅。

**Procedures to be followed by the Purchaser who is eligible for “Stamp Duty Express”**  
**獲「印花稅直送」之買方須遵守的程序**

6. Please refer to the “Letter regarding Stamp Duty Express” for details.  
詳情請參閱「關於印花稅直送的信件」。

**Other Matters**  
**其他事項**

7. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.  
本人／吾等確認及知悉，若本人／吾等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。
8. 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／吾等任何意見或陳述。本人／吾等明白如有疑問，本人／吾等應徵詢專業人士之意見。
9. 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。
10. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.  
如本確認書之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

**Annex 4 附件 4**

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

Vendor 賣方	Goodwick Limited 忠域有限公司
The Property 該物業	No. 17K Shouson Hill Road, Shouson Peak, Hong Kong 香港 Shouson Peak 壽山村道 17K 號
Purchaser 買方	
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼	
Date 日期	

**To 致: The Purchaser 買方**

- We, GOODWICK LIMITED, refer to your purchase of the Property under a preliminary agreement for sale and purchase (the “**Preliminary Agreement**”).  
本公司忠域有限公司現就閣下根據一份臨時買賣合約(以下稱「**臨時合約**」)購買該物業一事致函閣下。
- The purpose of this letter is to confirm our offer of “Stamp Duty Express” to you, subject to and in accordance with the terms and conditions of this letter, in particular the fulfillment of your obligations in paragraph 3 below (please fill in a “✓” at the appropriate box) :-  
本信件之目的是為了確認本公司按照本信件所列的條款與細則（尤其是有關閣下履行以下第 3 段所列責任的條款），向閣下提供「印花稅直送」（請在適用之方格內填寫「✓」號）：-
  - ☐ (If you are an individual and have selected the “Stamp Duty Express”) The amount of the “Stamp Duty Express” shall be equal to 4.25% of the purchase price; or  
（如閣下為個人及已選擇「印花稅直送」）「印花稅直送」金額相當於樓價的 4.25%；或
  - ☐ (If you are a limited company incorporated in Hong Kong with all your shareholder(s) and director(s) being individual(s) (the “**Corporate Purchaser**”)) The amount of the “Stamp Duty Express” shall be equal to 4.25% of the purchase price.  
（如閣下為香港註冊成立的有限公司及其所有股東及董事均為個人（以下稱「**公司買方**」））「印花稅直送」的金額相當於樓價的 4.25%。
- By signing this letter, you agree to the following:-**  
**簽署本信件即表示閣下同意以下各項：**
  - (Applicable to Corporate Purchaser only) You shall provide, at the same time of signing this letter, Guarantee and Indemnity (each in the form attached to this letter without amendments) signed by all your shareholders and all your directors regarding refund of “Stamp Duty Express” and other matters relating to “Stamp Duty Express”.  
（只適用於公司買方）閣下須在簽署本函時提供由閣下所有股東及所有董事簽署有關退還「印花稅直送」及有關「印花稅直送」的其他事項的擔保及彌償（每份擔保及彌償均以本信件所附的格式及不得作出修改）。
  - You shall execute a legally binding formal agreement for sale and purchase of the Property (in the form prescribed by the Vendor without amendments)(the “**Agreement for Sale and Purchase**”) in accordance with the terms and conditions of the Preliminary Agreement.  
閣下須按照臨時合約的條款與細則，簽署一份有法律約束力的正式買賣合約（按賣方規定的格式及不得作出修改）（以下稱「**買賣合約**」）。
  - You shall make payment of the further deposit, additional deposit(s), further part payment(s) and balance of purchase price within the time specified in the Agreement for Sale and Purchase and perform and observe all other terms and conditions in the Preliminary Agreement and the Agreement for Sale and Purchase.  
閣下須於買賣合約規定的限期內支付加付訂金、額外訂金、進一步的部分付款及樓價餘額，並履行及遵守臨時合約和買賣合約所有其他條款與細則。
  - Upon signing of the Agreement for Sale and Purchase,  
在簽署買賣合約之時，

- (i) You shall deposit with the Vendor's solicitors a fund for the Vendor's solicitors to arrange for the Agreement for Sale and Purchase and (where required by the Stamp Duty Ordinance) the Preliminary Agreement to be stamped by the Collector of Stamp Revenue within the time limit prescribed by the Stamp Duty Ordinance. The amount of the fund is equal to the amount of AVD on the Agreement for Sale and Purchase (including the fixed fee for stamping a counterpart of the Agreement for Sale and Purchase) and (where required by the Stamp Duty Ordinance) the Preliminary Agreement; less the amount of "Stamp Duty Express". The above arrangement is without prejudice to your obligation to pay stamp duty under the Agreement for Sale and Purchase.

閣下須向賣方代表律師存放一筆款項，以使賣方代表律師安排在《印花稅條例》訂明的時限內讓印花稅署署長為買賣合約及（如《印花稅條例》要求）臨時合約加蓋印花。該筆款項金額相等於買賣合約（包括加蓋買賣合約副本的定額費用）及（如《印花稅條例》要求）臨時合約的從價印花稅，減「印花稅直送」的金額。以上安排是不減損閣下在買賣合約下支付印花稅的責任。

- (ii) You shall provide the following to the Vendor's solicitors:

閣下須向賣方代表律師提供以下文件：

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

- (iii) (Applicable to Corporate Purchaser only) You shall provide the following to the Vendor/ Vendor's solicitors:

（只適用於公司買方）閣下須向賣方或賣方代表律師提供以下文件：

- Register of Directors of the Purchaser as at the date of this letter and as at the date of signing of the Agreement for Sale and Purchase;  
買方的董事登記冊（截至本信件日期及截至簽署買賣合約日期）；
- Register of Shareholders of the Purchaser as at the date of this letter and as at the date of signing of the Agreement for Sale and Purchase; and  
買方的股東登記冊（截至本信件日期及截至簽署買賣合約日期）；及
- Any other documents and information as requested by the Vendor to show and prove the number and identity of all of the directors and shareholders of the Purchaser as at the date of this letter and as at the date of signing of the Agreement for Sale and Purchase.  
賣方要求顯示和證明買方董事和股東的數目和身分的任何其他文件和資料（截至本信件日期及截至簽署買賣合約日期）。

- (e) (Applicable to Corporate Purchaser only) On the date of payment of balance of purchase price of the Property, you shall provide the following to the Vendor/ Vendor's solicitors:

（只適用於公司買方）於支付本物業樓價餘額的日期，買方須向賣方或賣方代表律師提供以下文件：

- Register of Directors of the Purchaser as at the date of payment of balance of purchase price of the Property;  
買方的董事登記冊（截至支付樓價餘額的日期）；
- Register of Shareholders of the Purchaser as at the date of payment of balance of purchase price of the Property; and  
買方的股東登記冊（截至支付樓價餘額的日期）；及
- Any other documents and information as requested by the Vendor to show and prove the number and identity of all of the directors and shareholders of the Purchaser as at the date of payment of balance of purchase price of the Property.  
賣方要求顯示和證明截至支付樓價餘額的日期買方董事和股東的數目和身分的任何其他文件和資料。

4. (Applicable to Corporate Purchaser only) If there are any changes (including any reduction, increase, substitution or replacement) in the shareholder structure and/or the directorship of the Purchaser at any time prior to (and including) the date of payment of balance of purchase price of the Property without the Vendor's written consent, the Purchaser shall refund the full amount of the "Stamp Duty Express" to the Vendor forthwith.

（只適用於公司買方）如於支付樓價餘額的日期前（包括該日期），買方的股東結構及／或董事於沒有得到賣方的書面同意下有任何變動（包括減少、增加、取代或更換），買方須立即將「印花稅直送」的全額退還給賣方。

5. The “Stamp Duty Express” will be applied by the Vendor directly for payment (or part payment) of the AVD chargeable on the Agreement for Sale and Purchase on your behalf. You shall remain primarily liable for payment of the AVD, and shall be responsible for payment of the difference (if any) between the actual amount of AVD and the amount of the “Stamp Duty Express”, the fixed fee for stamping a counterpart of the Agreement for Sale and Purchase and (where required by the Stamp Duty Ordinance) the Preliminary Agreement.  
賣方將應用「印花稅直送」直接代閣下繳付買賣合約的應繳的從價印花稅（或其部份）。閣下仍須負上繳付從價印花稅的主要責任，及須負責繳付實際從價印花稅的金額與「印花稅直送」的金額之間的差額（如有）、加蓋買賣合約副本及（如印花稅條例要求）臨時合約的定額費用。
6. After the “Stamp Duty Express” has been applied for payment (or part payment) of the AVD by the Vendor for the first time: 在賣方首次應用「印花稅直送」繳付從價印花稅（或其部份）後：
- (a) If the amount of the “Stamp Duty Express” exceeds the amount of the AVD, subject to settlement of the balance of the purchase price in accordance with the Agreement for Sale and Purchase, the Vendor will apply the remaining amount of the “Stamp Duty Express” (as a cash rebate) for part payment of the balance of the purchase price of the Property directly. 如「印花稅直送」的金額大於從價印花稅的金額，在閣下按買賣合約付清樓價餘額的情況下，賣方會將「印花稅直送」的剩餘金額（作為現金回贈）直接用於支付本物業的部份樓價餘額。
- (b) After the Vendor has paid or applied the “Stamp Duty Express” as aforesaid, the Vendor’s obligation to you under this benefit will be discharged. Even if there is a change in the purchase price in the future (whether due to your application to change the terms of payment which has been approved by the Vendor or other reason) or the purchase of the Property shall be considered by the Stamp Office to form part of a larger transaction or series of transactions, the amount of the “Stamp Duty Express” will not be adjusted as a result thereof and the Vendor is no longer required to pay any additional stamp duty for you.  
賣方在如前述繳付或應用「印花稅直送」後，賣方對閣下關於此優惠的責任將完結。即使樓價日後有更改（不論是否因閣下日後申請更改支付辦法獲得賣方同意或其他原因）或本物業的購買被印花稅署視為構成一宗更大交易或一系列交易的一部分，「印花稅直送」的金額亦不會因此而調整，賣方亦無須向閣下代繳任何進一步的印花稅。
7. If the Purchaser does not complete the purchase of the Property in accordance with the Agreement for Sale and Purchase, the full amount of the “Stamp Duty Express” shall be refunded to the Vendor forthwith, notwithstanding the AVD has not been refunded by the Government.  
如閣下沒有按買賣合約完成購買本物業，「印花稅直送」的全額將須立即退還給賣方，即使政府還沒有退還從價印花稅。
8. The Vendor hereby expressly reserve its rights to claim against you for any damages and to apply for refund of the paid AVD (“**Refund**”) from Inland Revenue Department if you fail to complete the sale and purchase of the Property in accordance with the terms and conditions of the Agreement for Sale and Purchase. In the event that the paid AVD (or any part thereof) ceases to be payable because of the cancellation or termination of the Agreement for Sale and Purchase for whatever reason, you shall forthwith carry out all steps and actions as required by the Vendor to assist the Vendor to obtain the Refund from the competent authorities. You hereby agree that, whether or not the Agreement for Sale and Purchase has been cancelled or terminated, you shall, upon the request of the Vendor, sign any relevant forms and documents for the purpose of enabling the Vendor to claim the Refund, and/or authorizes the Vendor to apply for the Refund and for such purpose, date and use the aforesaid forms and documents, fill in such other forms and documents as may be required and submit them to the competent authorities at any time as the Vendor deems fit.  
假如閣下沒有根據買賣合約的條款及條件完成本物業的交易，賣方保留向閣下追討索償及向稅務局申請退回已支付的從價印花稅（「**退款**」）之權利。若買賣合約因任何原因被取消或終止而不再需要支付已付之從價印花稅（或其任何部分），閣下須立即採取一切賣方要求之步驟及行動協助賣方從有關當局取回退款。閣下特此同意，不論當時買賣合約是否已經被取消或終止，閣下須因應賣方的要求簽署任何表格及文件，令賣方能夠申請退款及/或授權賣方申請退款，及為該目的該表格及文件及填上日期，填寫其他所需的表格及文件及將之遞交到有關當局。
9. The Vendor will under no circumstance be responsible for any penalty or loss if there is any late payment of stamp duty, whether or not due to any late payment of the “Stamp Duty Express” (or any part thereof) for whatever reason.  
於任何情況下，無論是否因延遲發放「印花稅直送」（或其任何部分）或因任何原因而未有如期繳付印花稅，賣方均無須就任何罰款或損失負責。
10. The benefit in this letter is personal to you and is only available to you as a purchaser of the Property who entered into the Preliminary Agreement. In any event, you shall only be entitled to receive the “Stamp Duty Express” once for each residential property. The rights or benefits conferred on you under this letter are non-assignable and non-transferable.



本信件的利益屬於閣下個人所有，並且僅向作為簽署臨時買賣合約的買方提供。不管怎樣，閣下只可就每個住宅物業有權使用「印花稅直送」一次。本信件賦予閣下的權利或利益不得轉讓或轉移。

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

本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。賣方所有買賣合約下之權利及補償均不受本信件的條件及條款影響。於本信件的條款及條件構成於此所載之各方之間訂立的協議，且獨立於閣下購買本物業及買賣合約，於本信件的任何內容或任何一方如未能遵守或履行其本信件之任何責任，則買賣合約的運作、有效性或可強制執行性或買賣合約之下各方的權利、義務或責任亦不會被任何方式損害、變更或影響。為免生疑，若賣方未能履行其於本信件之責任，閣下仍須遵守及履行買賣合約的所有條款及條件及按買賣合約的條款完成購買本物業。本信件的條款及條件不排除或豁免閣下在未能完成買賣時需負之責任。閣下所有按或就本信件的條款及條件提出的或與本信件的條款及條件有關連的申索，只限於為了取得損害賠償的申索。

12. For the purpose of this letter,  
就本信件而言，

“AVD” means the ad valorem stamp duty chargeable on the Preliminary Agreement and the Agreement for Sale and Purchase under the Stamp Duty Ordinance.

「從價印花稅」是指根據《印花稅條例》對臨時合約和買賣合約徵收的從價印花稅。

“Stamp Duty Ordinance” means the Stamp Duty Ordinance (Cap. 117) as amended from time to time.

「《印花稅條例》」是指經不時修訂的《印花稅條例》（香港法例第 117 章）。

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

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

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

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

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

如本信件之中英文文本有任何歧義，一切以英文文本為準。

For and on behalf of  
Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited  
As agent of GOODWICK LIMITED 忠域有限公司

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Authorized Signature(s)  
獲授權人士簽署

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

經小心考慮本信件的内容後，本人／吾等同意接受本信件所列的所有條款與細則及受其約束。

Signed by the Purchaser(s)買方簽署

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

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

**Guarantee and Indemnity by Shareholder(s) of Purchaser**  
**買方股東之擔保及彌償**

Vendor 賣方	Goodwick Limited 忠域有限公司
The Property 該物業	17K Shouson Hill Road, Shouson Peak, Hong Kong 香港 Shouson Peak 壽山村道 17K 號
Purchaser 買方	
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼	
Date 日期	

1. In consideration of the offer of “Stamp Duty Express” by the Vendor to the Purchaser, I/we, the undersigned, being the sole shareholder / all the shareholders of the Purchaser, hereby irrevocably and unconditionally, as primary obligor, undertake(s) and guarantee(s) (collectively the “**Guarantee**”) as follows:-

鑒於賣方向買方提供「印花稅直送」，本人/我們，即下方簽署人，作為買方之唯一股東/所有股東，在此不可撤銷地及無條件地，作為主要責任人，作出以下承諾及擔保（「擔保」）:-

- (a) I/We shall not, at any time prior to (and including) the date of payment of balance of purchase price of the Property, do any act or cause any act to be done which may cause any change to the shareholder structure of the Purchaser (including any reduction, increase, substitution or replacement) without the Vendor’s written consent (the “Prohibited Change”), including but without limitation to:-

本人/我們，於支付本物業的樓價餘額的日期前（包括該日期），在沒有得到賣方的書面同意下，不可作出任何行為或促使任何行為，以致可能對買方的股東結構造成任何變動（包括減少、增加、取代或更換）（「禁止的變更」），包括但不限於:-

- (i) transfer of shares (whether among the existing shareholders or otherwise);  
股份轉讓（不論在現有股東之間或其他）；及
- (ii) approving allotment of new shares (whether pro rata or not);  
批准新股份的配發（無論是否按比例）。

- (b) If the Purchaser does not complete the purchase of the Property in accordance with the Agreement for Sale and Purchase, I/we shall procure the Purchaser to refund the full amount of the “Stamp Duty Express” to the Vendor forthwith. In the event that the Purchaser fails to make the refund as aforesaid for whatever reason, I/we, as primary debtor, shall be personally liable to refund the full amount of the “Stamp Duty Express” to the Vendor forthwith, notwithstanding the AVD has not been refunded by the Government.

如買方沒有按買賣合約完成購買本物業，本人/我們將促使買方立即退還「印花稅直送」的全額給賣方。如果買方不論任何原因未有如前述作出退款，本人/我們，作為主要債務人，將承擔個人責任立即退還「印花稅直送」的全額給賣方，即使政府還沒有退還從價印花稅。

- (c) If any Prohibited Change occurs, I/we shall procure the Purchaser to refund the full amount of the “Stamp Duty Express” to the Vendor forthwith. In the event the Purchaser fails to make the refund as aforesaid, I/we, as primary debtor, shall be personally liable to refund the amount of the “Stamp Duty Express” to the Vendor forthwith.

如發生任何禁止的變更，本人/我們將促使買方立即退還「印花稅直送」的全額給賣方。如果買方不論任何原因未有如前述作出退款，本人/我們，作為主要債務人，將承擔個人責任立即退還「印花稅直送」的全額給賣方。

(d) I/we shall indemnify the Vendor and keep the Vendor indemnified against any loss damages demands suits actions proceedings costs and expenses arising out of or directly or indirectly connected with occurrence of any Prohibited Change and any breach of any of the Guarantee herein contained.

本人/我們須彌償賣方，並使賣方免受因任何禁止變更的發生以及任何違反本文所含任何擔保而引起的直接或間接相關的任何損失、損害、要求訴訟、訴訟費用和開支。

2. Where there is more than one shareholder of the Purchaser, all the Guarantee shall be given by all such shareholders on a joint and several basis.

如買方有多於一名股東，所有股東須以共同及各自的方式作出所有擔保。

3. This Guarantee and Indemnity shall be governed by the laws of Hong Kong.

本擔保及彌償受香港法律管轄。

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Name of Shareholder:

股東姓名:

I.D./Passport No. :

身份證／護照號碼:

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Name of Shareholder:

股東姓名:

I.D./Passport No. :

身份證／護照號碼:

---

Name of Shareholder:

股東姓名:

I.D./Passport No. :

身份證／護照號碼:

**Guarantee and Indemnity by Director(s) of Purchaser**  
**買方董事之擔保及彌償**

Vendor 賣方	Goodwick Limited 忠域有限公司
The Property 該物業	17K Shouson Hill Road, Shouson Peak, Hong Kong 香港 Shouson Peak 壽山村道 17K 號
Purchaser 買方	
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼	
Date 日期	

1. In consideration of the offer of “Stamp Duty Express” by the Vendor to the Purchaser, I/we, the undersigned, being the sole director / all the directors of the Purchaser, hereby irrevocably and unconditionally, as primary obligor, undertake(s) and guarantee(s) (collectively the “**Guarantee**”) as follows:-

鑒於賣方向買方提供「印花稅直送」，本人/我們，即下方簽署人，作為買方之唯一董事/所有董事，在此不可撤銷地及無條件地，作為主要責任人，作出以下承諾及擔保（「擔保」）:-

- (a) I/We shall not, at any time prior to (and including) the date of payment of balance of purchase price of the Property, do any act or cause any act to be done which may cause any change to the directorship of the Purchaser (including any reduction, increase, substitution or replacement) without the Vendor’s written consent (the “Prohibited Change”), including but without limitation to:-

本人/我們，於支付本物業的樓價餘額的日期前（包括該日期），在沒有得到賣方的書面同意下，不可作出任何行為或促使任何行為，以致可能對買方的董事造成任何變動（包括任何減少、增加、取代或更換）（「禁止的變更」），包括但不限於:-

- (i) submit resignation;  
提出請辭;
- (ii) approving resignation of any of the existing directors;  
批准任何現有董事的請辭;
- (iii) approving appointment of any new director;  
批准任何新董事的委任;
- (iv) approving allotment of new shares (whether pro rata or not).  
批准新股份的配發(無論是否按比例)。

- (b) If the Purchaser does not complete the purchase of the Property in accordance with the Agreement for Sale and Purchase, I/we shall procure the Purchaser to refund the full amount of the “Stamp Duty Express” to the Vendor forthwith. In the event that the Purchaser fails to make the refund as aforesaid for whatever reason, I/we, as primary debtor, shall be personally liable to refund the full amount of the “Stamp Duty Express” to the Vendor forthwith, notwithstanding the AVD has not been refunded by the Government.

如買方沒有按買賣合約完成購買本物業，本人/我們將促使買方立即退還「印花稅直送」的全額給賣方。如果買方不論任何原因未有如前述作出退款，本人/我們，作為主要債務人，將承擔個人責任立即退還「印花稅直送」的全額給賣方，即使政府還沒有退還從價印花稅。

(c) If any Prohibited Change occurs, I/we shall procure the Purchaser to refund the full amount of the “Stamp Duty Express” to the Vendor forthwith. In the event the Purchaser fails to make the refund as aforesaid, I/we, as primary debtor, shall be personally liable to refund the amount of the “Stamp Duty Express” to the Vendor forthwith.

如發生任何禁止的變更，本人/我們將促使買方立即退還「印花稅直送」的全額給賣方。如果買方不論任何原因未有如前述作出退款，本人/我們，作為主要債務人，將承擔個人責任立即退還「印花稅直送」的全額給賣方。

(d) I/we shall indemnify the Vendor and keep the Vendor indemnified against any loss damages demands suits actions proceedings costs and expenses arising out of or directly or indirectly connected with occurrence of any Prohibited Change and any breach of any of the Guarantee herein contained.

本人/我們須彌償賣方，並使賣方免受因任何禁止變更的發生以及任何違反本文所含任何擔保而引起的直接或間接相關的任何損失、損害、要求訴訟、訴訟費用和開支。

2. Where there is more than one director of the Purchaser, all the Guarantee shall be given by all such directors on a joint and several basis.

如買方有多於一名董事，所有董事須以共同及各自的方式作出所有擔保。

3. This Guarantee and Indemnity shall be governed by the laws of Hong Kong.

本擔保及彌償受香港法律管轄。

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Name of Director:  
董事姓名:  
I.D./Passport No. :  
身份證／護照號碼:

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Name of Director:  
董事姓名:  
I.D./Passport No. :  
身份證／護照號碼:

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Name of Director:  
董事姓名:  
I.D./Passport No. :  
身份證／護照號碼:

Vendor's Information Form  
賣方資料表格

Vendor 賣方	Goodwick Limited 忠域有限公司
The Property 該物業	17K Shouson Hill Road, Shouson Peak, Hong Kong 香港 Shouson Peak 壽山村道 17K 號
Purchaser 買方	
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼	
Date 日期	

a) The amount of the management fee that is payable for the Property 須就該物業支付的管理費用的款額	港幣 HK\$ 23,642.00 (per month/每月)
b) The amount of the Government rent (if any) that is payable for the Property 須就本該物業繳付的地稅(如有的話) 的款額	Annual Government Rent: 年度地稅：港幣 HK\$ 58,860.00
c) The name of the owners' incorporation (if any) 業主立案法團(如有的話) 的名稱	No 沒有
d) The name of the manager of the Development 發展項目的管理人的姓名或名稱	Supreme Management Services Limited 超卓管理服務有限公司
e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development 賣方自政府或管理處接獲的關乎發展項目的住宅物業的擁有人須分擔的款項的任何通知	No 沒有
f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響該物業的任何待決的申索	No 沒有

Date of Printing: 2 May 2025

印製日期: 2025 年 5 月 2 日

Signed by the Purchaser(s) 買方簽署

Acknowledgement Letter Regarding Retained Tree  
保育樹確認信

Vendor 賣方	Goodwick Limited 忠域有限公司
Property 物業	17K Shouson Hill Road, Shouson Peak, Hong Kong 香港 Shouson Peak 壽山村道 17K 號
Purchaser 買方	
I.D./ B.R. No. 身份證/ 商業登記證號碼	
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)

I/We hereby declare and acknowledge that I/we have been advised and fully aware of and understand the special obligations and restrictions to be imposed under the Deed of Mutual Covenant incorporating Management Agreement (“DMC”) of Shouson Peak (“the Development”) including but not limited to the following:- 本人/我們謹此聲明及確認，本人/我們已獲悉並完全明白就 Shouson Peak (「發展項目」) 之屋苑公共契約含管理協議 (「屋苑公契」) 下的特別責任及限制，其中包括：

- (a) Under Clause (48) in Section IV of the DMC, no Owner shall interfere with or remove any tree growing on the Land (i.e. The Remaining Portion of Rural Building Lot No.345) or adjacent thereto without the prior written consent of the Director of Lands and the Manager. Such tree(s) located or to be located at or in Property is/are as shown in the Retained Trees In Private Garden Plan attached hereto for identification purpose only. I/We declare confirm and acknowledge that the number, type, size and location(s) of the said tree(s) are subject to the final approval of the Director of Lands and any other relevant Government or competent authority and are subject to variation.  
依照屋苑公契第 IV 部第(48)條，除得到地政總署署長及物業管理人事先書面批准所有洋房業主均不可干擾或移除生長於屋苑範圍 (即鄉郊建屋地段 345 號之餘段) 內或鄰近之樹木。該等位於或將位於該物業之樹木顯示在附於本聲明之“Retained Trees in Private Garden Plan”圖中作辨認用途。本人/我們謹此聲明及確認該等樹木之數目、種類、大小及位置以地政總署署長及其他有關政府當局或主管當局最終批准為準，最終情況可能有所更改。
- (b) Under Clause (51) of the DMC, no Owner shall without the prior written consent of the Manager (and subject to such conditions as may be imposed by the Manager at its discretion) erect or build or suffer to be erected or built on or upon the roof, garden or external walls forming part of his Unit any structure whatsoever whether of a permanent or temporary nature. The Manager shall have the right to enter the offending Owner’s Unit and remove from such roof, garden or external walls of the Unit such structure at the cost of the offending Owner and to erect thereon scaffolding and other equipment necessary for reinstating, repairing and maintaining any part or facilities of the Development (i.e. Shouson Peak).  
依照屋苑公契第 IV 部第(51)條，除獲物業管理人事先書面同意 (及在不抵觸物業管理人酌情決定所施加條件的情況下)，業主不得豎立或興建或容受豎立或興建於其單位或洋房之天台、花園或外牆任何構築物，不論永久或臨時性質。物業管理人有權進入違反上述限制之業主的單位或洋房及將位於天台、花園或外牆的構築物拆除 (所有費用由違反上述限制之業主承擔) 及豎立於其上棚架及其他有需設備以修復、維修及保養屋苑 (即 Shouson Peak) 之任何部份或設施。

I/We confirm that I/we shall observe and comply with the abovementioned obligations, restrictions and requirements. This acknowledgement shall remain effective even if I/we shall sub-sell or otherwise nominate a third party to take up the assignment of the Property on or before completion and my/our sub-purchaser/nominee shall be deemed to have accepted and agreed to observe and comply with the abovementioned obligations, restrictions and requirements. In the event of my/our future sub-sale/nomination of the Property, I/we shall also notify the subsequent purchaser/nominee of the abovementioned obligations, restrictions and requirements before I/we enter into any agreement for sub-sale and purchase or nomination of the Property.

本人/我們確認將遵守上述責任、限制及規定。倘本人/我們於買賣完成時或前將該物業轉售或提名第三者接受業權轉讓，此聲明仍然生效，本人/我們之轉買人或被提名人亦當作已接受及同意遵守上述之責任、限制及規定。本人/我們亦同意當本人/我們在簽署有關轉讓買賣合約或提名書前，本人/我們將將本聲明內之責任、限制及規定通知轉買人/被提名人。

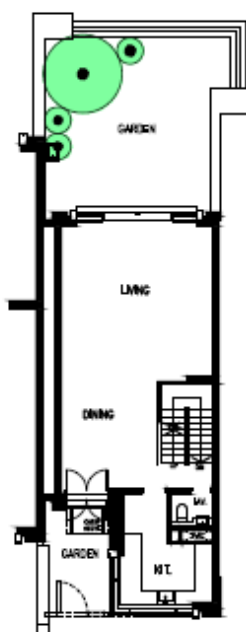
In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.

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



# HOUSE NO.17K SHOUSON HILL ROAD



SCALE : 0 5M 10M

## RETAINED TREES IN PRIVATE GARDEN PLAN

### LEGEND:

 RETAINED TREES (Not to Scale, For Identification Purpose Only)

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

### **Collection of your personal information**

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

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

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

### **Purposes for which Your Information may be used**

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

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

### **Transfer of Your Information**

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

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

### **Use of Your Information in direct marketing**

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

In connection with direct marketing, we intend:

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

- (b) to market the following classes of services and products to you:
- (1) properties or property developments offered by member(s) of the Group or JV Companies;
  - (2) services and products offered by us, other members of the Group or JV Companies (including real estate agency services, credit facilities and financial services);
  - (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us, other members of the Group or JV Companies; and
  - (4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;
- (c) in return for money or other property, to provide Your Information described in (a) above to other members of the Group for their use in direct marketing the classes of services and products described in (b) above.

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

**Access to and correction of Your Information**

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

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

\*\*\*\*\*

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

- ☐ Please do NOT send direct marketing information to me.
- ☐ Please do NOT provide my personal data to other persons for their use in direct marketing.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## 新鴻基地產(銷售及租賃)代理有限公司 個人資料收集聲明

### 收集閣下的個人資料

新鴻基地產(銷售及租賃)代理有限公司(「本公司」或「我們」)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。

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」。

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

### 閣下資料可能被用作的用途

我們可能不時使用閣下資料作下列一個或多個用途：

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

### 轉移閣下資料

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

### 在直接促銷中使用閣下資料

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

就直接促銷，我們有意：

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

- (b) 向閣下促銷以下類別的服務及產品：
- (1) 集團成員或合資公司提供的物業或物業發展項目；
  - (2) 我們、集團其他成員或合資公司提供的服務及產品（包括地產代理服務、信貸融資及財務服務）；
  - (3) 我們、集團其他成員或合資公司提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及
  - (4) 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) 為換取金錢或其他財產，將以上(a)段所述的閣下資料提供予集團其他成員以供其在直接促銷以上(b)段所述的服務及產品類別中使用。

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

### 查閱及改正閣下資料

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

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

\*\*\*

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

☐ 請不要向我發送直接促銷資訊。

☐ 請不要將本人的個人資料提供予其他人士以供其在直接促銷中使用。

簽署：\_\_\_\_\_

姓名：\_\_\_\_\_

日期：\_\_\_\_\_

**Annex 8 附件 8**

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

Vendor 賣方	Goodwick Limited 忠域有限公司
The Property 該物業	17K Shouson Hill Road, Shouson Peak, Hong Kong 香港 Shouson Peak 壽山村道 17K 號
Purchaser 買方	
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼	
Date 日期	

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

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

- a) I/We confirm that I/we have sufficient time to read the "Reminder to Prospective Purchasers" issued by the Sales of First-hand Residential Properties Authority as annexed in this acknowledgement letter.

本人／吾等有足夠時間閱讀載於本確認書附錄的一手住宅物業銷售監管局發出的「給準買家的提醒」。

- b) I/We confirm that I/we have sufficient time to read the information document(s) on financing plan(s) offered by the Vendor's designated financing company as set out in the relevant annex of the tender document of the Property ("the Information Document(s)") as follows:

本人／吾等有足夠時間閱讀載於本物業招標文件相對附件內由賣方指定財務公司提供的財務計劃所列的資料文件（「資料文件」）如下：

<b><u>Financing Plan</u></b> <b><u>財務計劃</u></b>	<b><u>Relevant annex of Tender Notice</u></b> <b><u>招標文件的相對附件</u></b>
Standby First Mortgage Loan 備用第一按揭貸款	Appendix 2(a) of Annex 9 附件9的附錄2(a)
Standby Second Mortgage Loan 備用第二按揭貸款	Appendix 2(b) of Annex 9 附件9的附錄2(b)

The Vendor has reminded me/us to read the Information Document(s) if I/we intend to apply for any financing plan(s) offered by the Vendor's designated financing company as set out in the tender document of the Property.

本賣方已提醒本人／吾等，如本人／吾等有意申請本物業招標文件內所列由賣方指定財務公司提供的任何財務計劃，本人／吾等應細閱資料文件。

- c) 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。

- d) 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。

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

Signed by the Purchaser(s) 買方簽署

**Note 備註：**

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

請使用正楷。本表格的所有欄必須填寫。本表格須由所有買方簽署。如買方為公司，須由公司之授權人士簽署及蓋上公司印鑑。

**Appendix**  
**附錄**

**Reminder to Prospective Purchasers**  
**給準買家的提醒**

If you intend to opt for any financing plan (such as mortgage, charge or loan) offered by the vendor or vendor's designated financing company(ies) (Designated FC), **BEFORE** entering into a preliminary agreement for sale and purchase (PASP), you should:

如你擬用由賣方或其指定財務公司提供的財務計劃（例如按揭、押記或貸款），你應在簽訂買賣合約前：

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



to obtain loan under the financing plan;

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

- Pay attention to mortgage loan plans with high loan-to-value ratio, particularly if you are selecting stage payment. Should the market value of the residential property fall below the original transaction price or when there is an increase in the interest rates during the interim period, you may not be able to borrow enough money from the vendor or Designated FC or bank to complete the transaction. If you have no extra funds to complete the transaction, your down payment will very likely be forfeited;  
對按揭成數高的按揭貸款計劃要特別留神，尤其是擬選用建築期付款方式的準買家。如在此期間，住宅物業的市值跌至低於買入價或利率上升，你未必可以向賣方、其指定財務公司或銀行借得足夠款額以完成交易。如你並沒有額外資金完成交易，你的首期付款很可能會被沒收。
- Affordability and repayment ability—after the end of interest and repayment holidays, the mortgage repayment amount and the interest incurred may increase significantly. Taking into account the rising cycle of interest rate, the interest payable will likely increase further; and  
負擔能力與還款能力 - 在免息免供期完結後，按揭還款額及利息可能會大幅增加。鑑於利息處於上升周期，利息支出可能會進一步上升；以及
- Seek legal advice on your rights and obligations under the financing plan and the sale and purchase agreement. For instance, what are your options if the financing plan is no longer available or you are not able to obtain a loan thereunder?  
就你在財務計劃和買賣合約方面的權利與義務徵詢法律意見。舉例說，如有關財務計劃不再接受申請，或你未能根據有關計劃取得貸款，你有什麼選擇？

## Shouson Peak

### List of gift, financial advantage or benefit

#### 贈品、財務優惠或利益的列表

#### Part I

#### 第 I 部份

1. Depending on the gifts, financial advantage or benefits elected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits are offered or arranged to be provided to the Purchaser by the Vendor. The Vendor's offers or arrangements to provide the gifts, financial advantage or benefits shall cease to have any force or effect if the Agreement is/are terminated or cancelled for whatever reason.  
視乎買方於其要約表格所選擇的贈品、財務優惠或利益，買方可享有由賣方提供或安排的相關贈品、財務優惠或利益。如正式合約因任何原因終止或取消，則由賣方提供或安排的贈品、財務優惠或利益將無效。
2. 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布之指引而變更。詳情請向有關銀行查詢。
3. All the gifts, financial advantage or benefits to be made available to the first-hand Purchaser are personal to the Purchaser and the Purchaser shall have no right to assign or otherwise transfer the same to any other person. The Vendor has absolute discretion in deciding whether the Purchaser is entitled to those gifts, financial advantage or benefits. The Vendor also reserves the right to interpret the relevant terms and conditions of those gifts, financial advantage or benefits. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.  
所有提供予買方的贈品、財務優惠或利益僅對一手買方有效，且買方無權向任何其他人仕出讓或以任何方式轉讓任何該等贈品、財務優惠或利益。賣方有絕對酌情權決定買方是否符合資格可獲得該等贈品、財務優惠或利益。賣方亦保留解釋該等贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。
4. For all cash rebate(s) (rounded up to the nearest integer) that will be offered by the Vendor for part payment of the balance of Purchase Price, subject to the relevant prerequisite for provision the cash rebate(s) being satisfied, the Vendor reserves the right to pay the cash rebate(s) to the Purchaser by other method(s) and in other manner. If subsequently it is discovered that the Purchaser is not entitled to any cash rebate(s), the Purchaser shall forthwith upon demand from the Vendor refund the relevant cash rebate(s) to the Vendor.  
所有由賣方將提供用以支付樓價餘額部份的現金回贈(以向上捨入方式換算至整數)，在符合提供現金回贈的相關先決條件的情況下，賣方保留權利以其他方法及形式將現金回贈支付予買方。如其後發現買方不應獲得任何現金回贈，買方收到賣方要求後須立即退回相關現金回贈予賣方。
5. 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 or not the same is binding on the designated financing company) issued by the Government, Hong Kong Monetary Authority, banks and relevant regulatory authorities from time to time. The Purchaser shall provide information and documents requested from the designated financing company, otherwise, the loan shall not be processed.

由賣方之指定財務機構提供的任何貸款，其最高貸款金額、息率及條款僅供參考，買方實際可獲得的貸款金額、息率及條款須視乎指定財務機構的獨立批核結果而定，而且可能受法例及政府、香港金融管理局、銀行及相關監管機構不時發出之指引、公布、備忘等(不論是否對指定財務機構有約束力)影響。買方必須提供指定財務機構所要求的資料及文件，否則貸款將不會獲處理。

6. The Vendor's designated financing company is a related company of the Vendor. The Vendor's designated financing company has not and will not appoint any person (third party) for or in relation to granting a loan to any intending borrower or any specified class of intending borrower, whether as to the procuring, negotiation, obtaining, application, guaranteeing or securing the repayment of such a loan. 賣方的指定財務機構為賣方的有聯繫公司。賣方的指定財務機構沒有亦將不會委任任何人士(第三方)處理就向任何擬借款人或任何指明類別的擬借款人批出貸款，無論是促致、洽商、取得或申請貸款，或是擔保或保證該筆貸款的償還或有關事宜。

## **Part II**

### **第 II 部份**

#### 付款計劃 Payment Plan

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#### **1. Stamp Duty Express** 印花稅直送

Where (a) the Purchaser who is an individual and selects the Stamp Duty Express in the Offer Form; or (b) the Purchaser is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s), the Purchaser shall be eligible for the Stamp Duty Express in an amount equal to 4.25% of the Purchase Price. Otherwise, the Tenderer shall not be eligible for the Stamp Duty Express. Please see Appendix 1 for details.

如(a)買方為個人並於要約表格選擇印花稅直送；或(b)買方為香港註冊成立的有限公司及其所有股東及董事均為個人，買方可享有印花稅直送，印花稅直送的金額相等於樓價的4.25%。否則，投標者不會享有印花稅直送。詳情請參閱附錄1。

#### **2. Loan Benefits** 貸款優惠

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

##### **(a) Standby First Mortgage Loan** 備用第一按揭貸款

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

The maximum amount of Standby First Mortgage Loan shall be 70% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. Please see Appendix 2(a) for details.

備用第一按揭貸款的最高金額為淨樓價的 70%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附錄 2(a)。

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

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

The maximum amount of the Standby Second Mortgage Loan amount shall be 20% 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 70% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. Please see Appendix 2(b) for details.

備用第二按揭貸款的最高金額為淨樓價的 20%，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 70%，或應繳付之樓價餘額，以較低者為準。詳情請參閱附錄 2(b)。

The term "Net Purchase Price" means the amount of the Purchase Price after deducting the amount of the Stamp Duty Express (if any) as set out in paragraph 1.

『淨樓價』一詞指樓價扣除第1段所述的印花稅直送的金額(如有)後的金額。

### **3. First 3 Years Warranty Offer**

#### **首 3 年保修優惠**

Without affecting the Purchaser's rights under the Agreement, the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of completion of sale and purchase of the Property, rectify any defects to the Property.

在不影響買方於正式合約下之權利的前提下，凡該物業有欠妥之處，買方可於該物業的成交日起計3年內向賣方發出書面通知，賣方須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。

For the avoidance of doubt, the First 3 Years Warranty Offer does not apply to any defects caused by fair wear and tear, the act or neglect of any person; and the landscape area and potted plants (if any).

為免疑問，首3年保修優惠不適用於該欠妥之處由正常損耗、任何人之行為或疏忽造成；及園景及盆栽(如有)。

The First 3 Years Warranty Offer is subject to other terms and conditions.

首3年保修優惠受其他條款及細則約束。

## Appendix 1      Stamp Duty Express 附錄 1          印花稅直送

- **only applicable to (a) the Purchaser who is an individual and selects the Stamp Duty Express in the Offer Form; or (b) the Purchaser who is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)**  
只適用於(a)買方為個人並在要約表格選擇印花稅直送；或(b)買方為香港註冊成立的有限公司及其所有股東及董事均為個人
- (I) Subject to the settlement of the Purchase Price in accordance with the Agreement, the Purchaser shall be eligible for the Stamp Duty Express. The Stamp Duty Express will be applied by the Vendor directly for payment (or part payment) of the ad valorem stamp duty chargeable on the Agreement (“**AVD**”) on behalf of the Purchaser. The Purchaser shall remain primarily liable for payment of the AVD, and shall be responsible for payment of the difference (if any) between the actual amount of AVD and the amount of the Stamp Duty Express, the fixed fee for stamping a counterpart of the Agreement and (where required by the Stamp Duty Ordinance) the preliminary agreement for sale and purchase.  
在買方按正式合約付清樓價的情況下，買方可享有「印花稅直送」。賣方將應用「印花稅直送」直接代買方繳付正式合約的應繳的從價印花稅（「**AVD**」）（或其部份）。買方仍須負上繳付AVD的主要責任，及須負責繳付實際AVD的金額與「印花稅直送」的金額之間的差額（如有）、加蓋買賣合約副本及（如印花稅條例要求）臨時買賣合約的定額費用。
- (II) After the Stamp Duty Express has been applied for payment (or part payment) of the AVD by the Vendor for the first time:  
在賣方首次應用「印花稅直送」繳付AVD（或其部份）後：
- If the amount of the Stamp Duty Express exceeds the amount of the AVD, subject to settlement of the balance of the Purchase Price in accordance with the Agreement, the Vendor will apply the remaining amount of the Stamp Duty Express (as a cash rebate) for part payment of the balance of the Purchase Price of the Property directly.  
如「印花稅直送」的金額大於AVD的金額，在買方按正式合約付清樓價餘額的情況下，賣方會將「印花稅直送」的剩餘金額（作為現金回贈）直接用於支付該物業的部份樓價餘額。
  - After the Vendor has paid or applied the Stamp Duty Express as aforesaid, the Vendor’s obligation to the Purchaser under this benefit will be discharged. Even if there is a change in the Purchase Price in the future (whether due to the Purchaser’s application to change the terms of payment which has been approved by the Vendor or other reason) or the purchase of the Property shall be considered by the Stamp Office to form part of a larger transaction or series of transactions, the amount of the Stamp Duty Express will not be adjusted as a result thereof and the Vendor is no longer required to pay any additional stamp duty for the Purchaser.  
賣方在繳付或應用「印花稅直送」後，賣方對買方關於此優惠的責任將完結。即使樓價日後有更改（不論是否因買方日後申請更改支付辦法獲得賣方同意或其他原因）或本物業的購買被印花稅署視為構成大宗更大交易或一系列交易的一部分，「印花稅直送」的金額亦不會因此而調整，賣方亦無須向買方代繳任何進一步的印花稅。
- (III) If the Purchaser does not complete the purchase of the Property in accordance with the Agreement, the full amount of the Stamp Duty Express shall be refunded to the Vendor, notwithstanding the AVD has not been refunded by the Government.  
如買方沒有按正式合約完成購買該物業，「印花稅直送」的全額將須退還給賣方，即使政府還沒有退還AVD。

(IV) If the Purchaser is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s),  
如買方為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 shall provide the Vendor with details of all shareholders and all directors of the Purchaser as at the date of the Preliminary Agreement, the date of signing of the Agreement and the date of payment of balance of purchase price of the Property.

買方須向賣方提供於臨時合約日期、於簽署正式合約日期及於支付樓價餘額日期當天的所有股東和所有董事的詳細資料。

- All shareholders and all directors of the Purchaser shall provide a guarantee and indemnity (in the form prescribed by the Vendor without amendments) regarding refund of the “Stamp Duty Express” and other matters relating to “Stamp Duty Express” to the Vendor upon signing of the Preliminary Agreement.

於簽署臨時合約之時，買方的所有股東及所有董事須向賣方提供有關退還「印花稅直送」及有關「印花稅直送」的其他事項的擔保及彌償（按賣方規定的格式及不得作出修改）。

- There shall not be any changes (including any reduction, increase, substitution or replacement) in the shareholder structure and/or the directorship of the Purchaser at any time prior to (and including) the date of payment of balance of purchase price of the Property without the Vendor’s written consent. If there are any such changes at any time prior to (and including) the date of payment of balance of purchase price of the Property without the Vendor’s written consent, the Purchaser shall no longer be eligible for the Stamp Duty Express. The Purchaser shall forthwith refund the full amount of the Stamp Duty Express to the Vendor. The Vendor will also not apply the remaining amount of the Stamp Duty Express (if any) (as a cash rebate) for part payment of the balance of the Purchase Price of the Property directly.

於支付樓價餘額的日期前（包括該日期），買方的股東結構及／或董事於沒有得到賣方的書面同意下不得有任何變動（包括減少、增加、取代或更換）。如於樓價餘額的日期前（包括該日期）發生任何此類變動，買方將不再符合資格享有「印花稅直送」，買方須立即將「印花稅直送」的全額退還給賣方。賣方亦不會將「印花稅直送」的剩餘金額(如有)（作為現金回贈）直接用於支付該物業的部份樓價餘額。

(V) The Vendor’s decision as to whether the Tenderer is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s) is final and the Tenderer shall not raise any claims or objections in respect thereof.

賣方對投標者是否為香港註冊成立的有限公司及其所有股東及董事均為個人的決定為最終的，投標者不得就此提出任何申索或反對。

(VI) In case of dispute, the Vendor’s determination shall be final and binding on the Purchaser.

若有爭議，賣方的決定為最終決定並對買方具有約束力。

(VII) The Stamp Duty Express is subject to other terms and conditions.

「印花稅直送」受其他條款及細則約束。

## **Appendix 2(a) Standby First Mortgage Loan (“First Mortgage Loan”)**

### **附錄 2(a) 備用第一按揭貸款(『第一按揭貸款』)**

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

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

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

- (I) The Purchaser makes a written application to the designated financing company for a First Mortgage Loan not less than 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一按揭貸款。指定財務機構將不會處理逾期貸款申請。

- (II) The First Mortgage Loan shall be secured by a first legal mortgage over the Property.  
第一按揭貸款以該物業之第一法定按揭作抵押。

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

(只適用於買方為香港註冊成立的有限公司及其所有股東及董事均為個人)

All shareholders and all directors of the Purchaser upon the date of the Letter of Acceptance, shall be the guarantor(s) for the First Mortgage Loan.

買方於接納書日期的所有股東和所有董事，必須成為第一按揭貸款的擔保人。

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

- (IV) The maximum amount of the First Mortgage Loan shall be 70% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable.  
第一按揭貸款的最高金額為淨樓價的70%，惟貸款金額不可超過應繳付之樓價餘額。

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

- (If the amount of the First Mortgage Loan does not exceed 60% of the Net Purchase Price) Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited (“Hong Kong Dollar Best Lending Rate”) minus 2% p.a.; or  
(如第一按揭貸款的金額不超過淨樓價的60%) 香港上海滙豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減2% p.a.；或
- (If the amount of the First Mortgage Loan exceeds 60% of the Net Purchase Price, but does not exceed 70% of the Net Purchase Price) Hong Kong Dollar Best Lending Rate minus 1.75% p.a.,  
(如第一按揭貸款的金額超過淨樓價的60%，但不超過淨樓價的70%) 港元最優惠利率減1.75% p.a.，

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



其後之利率為港元最優惠利率加1% p.a.，利率浮動。最終利率以指定財務機構認可而定。

- (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 First Mortgage Loan by monthly instalments.  
買方須以按月分期償還第一按揭貸款。
- (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\$100,000.  
全數或部分償還不徵收提前償還罰款，但須於一個月前以書面提前通知指定財務機構。每次部分償還必須不少於港幣\$100,000。
- (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 total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income.  
每月(所有種類)供款總額不可高於每月收入總額的50%。
- (XI) The First Mortgage Loan shall be approved by the designated financing company independently.  
第一按揭貸款申請須由指定財務機構獨立審批。
- (XII) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the First Mortgage Loan.  
買方須就申請第一按揭貸款支付港幣\$5,000不可退還的申請手續費。
- (XIII) All legal documents of First Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the First Mortgage Loan.  
所有第一按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第一按揭貸款的律師費用及代墊付費用。
- (XV) **In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.**

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

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

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

- (XVII) The First Mortgage Loan is subject to other terms and conditions.

第一按揭貸款受其他條款及細則約束。

- (XVIII) No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the First Mortgage Loan.

賣方無給予或視之為已給予任何就第一按揭貸款之安排及批核的陳述或保證。

## **Appendix 2(b) Standby Second Mortgage Loan (“Second Mortgage Loan”)**

### **附錄 2(b) 備用第二按揭貸款(『第二按揭貸款』)**

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

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

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

- (I) The Purchaser makes a written application to the designated financing company for a Second Mortgage Loan not less than 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 legal mortgage over the residential property.  
第二按揭貸款以該住宅物業之法定按揭作抵押。

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

(只適用於買方為香港註冊成立的有限公司及其所有股東及董事均為個人)

All shareholders and all directors of the Purchaser upon the date of the Letter of Acceptance, shall be the guarantor(s) for the Second Mortgage Loan.

買方於接納書日期的所有股東和所有董事，必須成為第二按揭貸款的擔保人。

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

第二按揭貸款年期最長為25年，或第一按揭貸款(由第一按揭銀行提供)之年期，以較短者為準。

- (IV) The maximum amount of the Second Mortgage Loan shall be 20% 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 70% 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20%，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70%，或應繳付之樓價餘額，以較低者為準。

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

- (If the amount of the Second Mortgage Loan does not exceed 10% of the Net Purchase Price) Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited (“Hong Kong Dollar Best Lending Rate”) minus 2% p.a.; or  
(如第二按揭貸款的金額不超過淨樓價的10%) 香港上海滙豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減2% p.a.；或
- (If the amount of the Second Mortgage Loan exceeds 10% of the Net Purchase Price, but does not exceed 20% of the Net Purchase Price) Hong Kong Dollar Best Lending Rate minus 1.75% p.a.,

(如第二按揭貸款的金額超過淨樓價的10%，但不超過淨樓價的20%) 港元最優惠利率減1.75% p.a.，

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

其後之利率為港元最優惠利率加1% p.a.，利率浮動。最終利率以指定財務機構認可而定。

- (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\$100,000.  
全數或部分償還不徵收提前償還罰款，但須於一個月前以書面提前通知指定財務機構。每次部分償還必須不少於港幣\$100,000。
- (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 total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income.  
每月(所有種類)供款總額不可高於每月收入總額的50%。
- (XI) The first mortgagee bank ("the first mortgagee bank") shall be nominated and referred by the designated financing company and the Purchaser shall obtain consent from the first mortgagee bank to apply for the Second Mortgage Loan. Please note that, the first mortgagee bank has agreed in principle that the designated financing company may offer the Second Mortgage Loan to the Purchaser subject to bank's credit assessment, and will take into account the terms of the Second Mortgage Loan in accordance with bank's credit approval.  
第一按揭銀行須為指定財務機構所指定及轉介之銀行(『第一按揭銀行』)，買方並且須得到第一按揭銀行同意辦理第二按揭貸款。請注意，第一按揭銀行已原則上同意指定財務機構可在銀行信貸評估的基礎上向買方提供第二按揭貸款，並將第二按揭貸款的條款納入銀行的按揭審批考慮。
- (XII) 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。

- (XIII) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Second Mortgage Loan.  
買方須就申請第二按揭貸款支付港幣\$5,000不可退還的申請手續費。
- (XIV) All legal documents of the Second Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the Second Mortgage Loan.  
所有第二按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第二按揭貸款的律師費用及代墊付費用。
- (XV) **In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.**  
指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。
- (XVI) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the 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.  
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完成該物業的交易及繳付該物業的樓價全數。
- (XVII) 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。
- (XVIII) No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the 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。

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

## Keep Money Laundering Away

### Lawyers and Public to Play Key Roles

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

#### For Individuals

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

#### For Corporations

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

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

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

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

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

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

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

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

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

#### Frequently Asked Questions

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

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

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

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

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

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

**What is meant by suspicious transaction?**

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

- A secretive entity
- Unusual instructions
- Unusual settlement requests

**What if I do not want to disclose my information?**

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

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

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

A secretive entity

Unusual instructions

Unusual settlement requests





## 律師與市民齊參與 打擊清洗黑錢活動

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

### 個別人士

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

### 公司

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

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

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

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

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

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

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

### 常見問題

**香港律師會為何要求律師向客戶索取有關身份證明及核實資料？**

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

**除身份證明文件外，律師還會進一步索取其他資料嗎？**

律師將根據交易性質進行查證工作。例如辦理樓宇買賣時，律師可能提出以下問題：

- 交易目的為何？

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

如果是較複雜或金額不尋常的交易，客戶可能需要提供進一步資料。

### 何謂「可疑交易」？

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

- 身份不明
- 不尋常的指示
- 不尋常的結算要求

### 我可否拒絕提供資料？

假如客戶未能提供所需資料，律師可能會拒絕或停止為該客戶服務。

### 律師將如何處理我所提供的資料？資料會否保密？會否轉交第三者？

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

身份不明 ☒

不尋常的指示 ☐

不尋常的結算要求 ☐

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