

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of the following property:-

Flat D, 48th Floor, Tower T-3 of THE WINGS, 9 Tong Yin Street, Tseung Kwan O, New Territories

**Tender commences at 11:00 a.m. on 25 June 2019
and closes at 6:00 p.m. on 30 August 2019
(unless previously withdrawn or sold)**

Tenders must be submitted during office hours (i.e. Mondays to Fridays between 11:00 a.m. and 6:00 p.m. and Saturdays, Sundays and Public Holidays between 11:00 a.m. and 6:00 p.m.) from 11:00 a.m. on 25 June 2019 to 6:00 p.m. on 30 August 2019 to the Tender Box labelled “**Public Tender For THE WINGS**” placed at **21/F, International Commerce Centre, No. 1 Austin Road West, Kowloon** in a plain envelope and clearly marked “**Submission of Tender Document No.23 of THE WINGS**”.

Vendor: **MTR Corporation Limited**
MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon

Vendor’s solicitors: **Deacons**
5th Floor, Alexandra House, 18 Chater Road, Central, Hong Kong

Vendor’s agent: **Sun Hung Kai Real Estate Agency Limited**
45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong
Enquiry Hotline: 3119 0008

招標文件

公開招標承投購買物業

現招標承投購買以下物業，即：

新界將軍澳唐賢街 9 號天晉第 T-3 座 48 樓 D 單位

招標開始日期及時間為 2019 年 6 月 25 日上午 11 時
而招標截止日期及時間為 2019 年 8 月 30 日晚上 6 時
(但若在招標截止時限之前物業已被撤回或出售則除外)

從 2019 年 6 月 25 日上午 11 時起至 2019 年 8 月 30 日晚上 6 時止的辦公時間(即星期一至五由上午 11 時至晚上 6 時及星期六、日及公眾假期由上午 11 時至晚上 6 時)，投標書須放入普通信封內，信封面上清楚註明「天晉招標文件第 23 號的投標」，放入位於九龍柯士甸道西 1 號環球貿易廣場 21 樓擺放的標示為「天晉公開招標」的投標箱內。

賣方：香港鐵路有限公司
九龍九龍灣德福廣場港鐵總部大樓

賣方律師：的近律師行
香港中環遮打道 18 號歷山大廈五樓

賣方代理人：新鴻基地產代理有限公司
香港港灣道 30 號新鴻基中心 45 樓
查詢熱線：3119 0008

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PART 1: TENDER NOTICE

1. Definitions

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

| | |
|-------------------------------|--|
| “Acceptance Period” | means the period between the commencement date of submission of tender and the date which is the third working day after the closing of tender (both dates inclusive). |
| “Agreement” | means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 4 of the Conditions of Sale. |
| “Conditions of Sale” | means the Conditions of Sale set out in Part 2 of this Tender Document. |
| “Letter of Acceptance” | means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice. |
| “Offer Form” | means the Offer Form set out in Part 3 of this Tender Document. |
| “Property” | Flat D, 48th Floor, Tower T-3 of THE WINGS, 9 Tong Yin Street, Tseung Kwan O, New Territories. |
| “purchase price” | means the purchase price specified in the Offer Form. |
| “Purchaser” | means the successful Tenderer whose tender in respect of the Property is accepted by the Vendor. |
| “Tender Document” | means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Annex). |
| “Tender Notice” | means the Tender Notice set out in Part 1 of this Tender Document. |
| “Tenderer” | means the person who is specified in the Offer Form as the tenderer. |
| “Vendor” | means MTR Corporation Limited. |
| “Vendor’s solicitors” | means “Deacons”. |

2. Procedures of Tender

- 2.1 The Vendor invites tenders for the purchase of the Property 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, at any time before acceptance of a tender, to withdraw the Property from sale or to sell or dispose of the Property or any part of it to any person by any method (including without limitation private treaty, tender and auction).
- 2.4 The Vendor reserves the right to adjust the closing date and time of the tender. Any adjustment of the closing date and time of the tender will be made by way of amending/issuing relevant Information on Sales Arrangements and posted at 21/F, International Commerce Centre, No. 1 Austin Road West, Kowloon. The Vendor is not obliged to separately notify the Tenderers of such adjustment.
- 2.5 Tenderers should note the Vendor's solicitors do not act for any Tenderer in the process of this tender.
- 2.6 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)
One or more cashier order(s) in the aggregate amount of 5% of the purchase price and made payable to “**Deacons**” issued by a bank duly licensed under section 16 of the Banking Ordinance.
 - (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.
 - (iii) Intermediary's licence (if applicable)
Copy of licence of the estate agent appointed by the Tenderer.
 - (iv) Documents in Annex, duly signed and completed by the Tenderer
 - (1) Warning to Purchasers
 - (2) Personal Information Collection Statement
 - (3) Vendor's Information Form
 - (4) Acknowledge Letter Regarding Viewing of Property by Potential Purchasers
 - (5) Acknowledgement Letter Regarding Stamp Duty
 - (6) Acknowledgement Letter Regarding Cooling Towers of Towers T-5 and T-6

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 “**Submission of Tender Document No.23 of THE WINGS**”; and
- (d) placed in the Tender Box labelled “**Public Tender For THE WINGS**” placed 21/F, International Commerce Centre, No. 1 Austin Road West, Kowloon during office hours (Mondays to Fridays between 11:00 a.m. and 6:00 p.m. and Saturdays, Sundays and Public Holidays between 11:00 a.m. and 6:00 p.m.) from the commencement date and time of submission of tender to the closing date and time of submission of tender set out below:

Commencement date and time of the tender:

11:00 a.m. on 25 June 2019.

Closing date and time of the tender:

6:00 p.m. on 30 August 2019.

In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced or is still in effect after 4:00 p.m. on the closing date of the tender, the closing date and time of the tender will be extended to 6:00 p.m. on the next day and in respect of which no black rainstorm warning signal or typhoon signal no.8 or above is announced.

- 2.7 All cashier order(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) submitted therewith will be treated as and applied towards payment of the preliminary deposit payable. All other cashier orders will be returned by personal delivery or by post, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the address stated in their tenders.
- 2.8
 - (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal. The Vendor does NOT accept any person to act as an agent, attorney, nominee, representative, trustee of the Tenderer, save and except as permitted under clause 17 of the Conditions of Sale.
 - (b) If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.
 - (c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of letter regarding the acceptance of tender and return of cashier order(s).
- 2.9
 - (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 Property.
- 3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the “**Letter of Acceptance**”) personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.
- 3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor’s solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for from 22 June 2019 to 30 August 2019 during office hours (i.e. Mondays to Fridays between 11:00 a.m. and 6:00 p.m. and Saturdays, Sundays and Public Holidays between 11:00 a.m. and 6:00 p.m.) at 21/F, International Commerce Centre, No. 1 Austin Road West, Kowloon. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments.

4. Miscellaneous

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property. All enquiries should be directed to the Vendor’s agent, Sun Hung Kai Real Estate Agency Limited, of 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Enquiry Hotline: 3119 0008).
- 4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor’s agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.
- 4.3 The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Document. Tenders submitted which contain alterations and/or additions of any kind to, the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.
- 4.4 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

Date: 25 June 2019

[End of Part 1: Tender Notice]

第 1 部份：招標公告

1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

| | |
|--------|---|
| 「承約期間」 | 指由遞交投標書的首日至招標截止日期後的第 3 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」 | 新界將軍澳唐賢街 9 號天晉第 T-3 座 48 樓 D 單位。 |
| 「樓價」 | 指要約表格中訂明的樓價。 |
| 「買方」 | 指中標者，其對該物業的投標書獲得賣方接納。 |
| 「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。 |
| 「投標者」 | 指要約表格中訂明為投標者的人士。 |
| 「賣方」 | 指香港鐵路有限公司。 |
| 「賣方律師」 | 指「的近律師行」。 |

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該物業。
- 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 賣方保留權利在接受任何投標書之前的任何時間撤回該物業不予出售，或將該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。
- 2.4 賣方保留權利更改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透過修改及/或發出相關銷售安排作出及張貼於九龍柯士甸道西 1 號環球貿易廣場 21 樓。賣方無須就更改招標截止日期及時間另行通知投標者。

2.5 投標者須注意賣方律師在本招標過程中不代表任何投標者。

2.6 投標書必須：

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

(b) 連同以下文件：

(i) 銀行本票

一張或多張銀行本票，總金額為樓價的 5%，抬頭寫「的近律師行」，銀行本票須由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發。

(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。

(iii) 中介人的牌照(如適用)

投標者委託的地產經紀的牌照複印本。

(iv) 由投標者填妥並簽署的附件的文件

- (1) 對買方的警告
- (2) 個人資料收集聲明
- (3) 賣方資料表格
- (4) 關於供有興趣買家參觀住宅物業的確認書
- (5) 關於印花稅的確認書
- (6) 關於 T-5 及 T-6 座冷卻塔的確認書

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「天晉招標文件第 23 號的投標」；及

(d) 從下述招標開始日期及時間起至招標截止日期及時間止的辦公時間(即星期一至五由上午 11 時至晚上 6 時及星期六、日及公眾假期由上午 11 時至晚上 6 時)放入位於九龍柯士甸道西 1 號環球貿易廣場 21 樓擺放的標示為「天晉公開招標」的投標箱內：

招標開始日期及時間：

2019 年 6 月 25 日上午 11 時

招標截止日期及時間：
2019 年 8 月 30 日晚上 6 時

若在招標截止日期下午 4 時後發出黑色暴雨警告或八號或以上颱風信號或該警告或信號仍然生效，截標日期及時間將延至下一日的晚上 6 時(而當天亦沒有黑色暴雨警告或八號或以上颱風信號發出)。

- 2.7 在賣方對收到的投標書作出決定前，所有銀行本票均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票將視作並用於支付應付的臨時訂金。所有其他銀行本票將於承約期間屆滿後起計 14 天內，按投標書所載地址以專人送達、或通過郵遞方式退還予落選投標者。
- 2.8 (a) 投標者須親身簽署要約表格及其他文件(如投標者為公司，須由其董事簽署)，並視作為主事人。除出售條款第 17 條另有批准外，賣方不接受任何人以代理人、獲授權人、被提名人、代表、信託人身份代表投標者行事。
- (b) 投標者如為公司，須於要約表格中清楚註明(除其他資料外)其聯絡人姓名、電話及傳真號碼。
- (c) 要約表格中指明的香港通訊地址將會是收取接受投標書信函及退回銀行本票的地址。
- 2.9 (a) 作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間按照本招標公告及本招標公告夾附的投標表格和出售條款所載的條款及條件，隨時接納投標。投標書根據本招標公告的程序一經遞交，投標者即不可撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。
- (b) 作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。

3. 接受投標

- 3.1 投標書如獲接納，中標者即成為該物業之買方。
- 3.2 買方會在承約期間屆滿時或之前獲書面通知(「**接納書**」)其投標書已被接納，接納書會按要約表格指明的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。接納書在投郵後的第 2 個工作日視為已經正式收到。
- 3.3 在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式的正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於 2019 年 6 月 22 日至 2019 年 8 月 30 日的辦公時間(即星期一至五由上午 11 時至晚上 6 時及星期六、日及公眾假期由上午 11 時至晚上 6 時)在九龍柯士甸道西 1 號環球貿易廣場 21 樓審閱。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。

4. 其他事項

- 4.1 投標者宜注意，賣方只會回答關於該物業的一般問題，而不會就本招標文件或關於該物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方的代理人新鴻基地產代理有限公司，地址為香港港灣道 30 號新鴻基中心 45 樓(查詢熱線: 3119 0008)。
- 4.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作為或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。
- 4.3 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件任何種類的改動及／或增加，該投標書將被視為不符合規定的投標書。
- 4.4 如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

日期：2019 年 6 月 25 日

[第 1 部份：招標公告完]

PART 2: CONDITIONS OF SALE

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

 “this Preliminary Agreement” means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document.
2. The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price and on the terms and conditions contained in this Preliminary Agreement.
3. The sale and purchase shall be completed at the office of the Vendor’s Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) within 150 days (but not earlier than 120 days) after the date of signing of this Preliminary Agreement (i.e. the date of the Letter of Acceptance).
4. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-
 - (a) by the Purchaser on or before a date which is the fifth working day after the date on which this Preliminary Agreement is signed (i.e. 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 on which this Preliminary Agreement is signed (i.e. the date of the Letter of Acceptance).
5. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
6. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
7. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholder.
8. The Purchaser shall attend the office of the Vendor’s solicitors together with the Tender Document and the Letter of Acceptance within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor’s solicitors without amendment; (ii) to pay the sum abovementioned as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement as set out in clause 19.
9. If the Purchaser fails to sign the Agreement within 5 working days after the date on which this Preliminary Agreement is signed (i.e. the date of the Letter of Acceptance):-
 - (a) this Preliminary Agreement is terminated;
 - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
 - (c) the Vendor does not have any further claim against the Purchaser for the failure.

10. The Purchaser will have to agree with the Vendor in the Agreement to the effect that:-
- (a) the Vendor is entitled to keep the preliminary deposit paid by the Purchaser if the Agreement is later cancelled in any way whatever; and
 - (b) other than entering into a mortgage or charge, the Purchaser shall not nominate any person to take up the Assignment of the Property, sub-sell the Property or transfer the benefit of the Agreement of the Property in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
11. The measurements of the Property are set out in the attached Schedule 1.
12. The sale and purchase of the Property includes the fittings, finishes and appliances as set out in the attached Schedule 2.
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 has acknowledged 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. No attorney, trustee or nominee of any kind by the Purchaser can be accepted by the Vendor for the purpose of signing the Agreement except for a named attorney (without any right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser. Such power of attorney to be prepared and witnessed in the presence of a Hong Kong solicitor.
18. If the Purchaser chooses to instruct his own solicitors to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment. All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement, the subsequent Assignment and any mortgage of the Property shall be borne and paid by the Purchaser.
19. All stamp duty (including without limitation any ad valorem stamp duty, special stamp duty, buyer's stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.
20. All 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.
21. 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.
22. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
23. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
24. Time shall in every respect be of the essence of this Preliminary Agreement.
25. 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 Sub-Deed of Mutual Covenant and Management Agreement and the Purchaser shall reimburse the Vendor for all payment including without limiting to all management fee deposit, special fund, debris removal fee and utilities deposits already paid by the Vendor in respect of the Property (whether or not such deposits, special fund and debris removal fee are refundable

or transferrable).

26. The Vendor will sell and the Purchaser will purchase the Property on an “as is” basis and in the physical state and condition as it stands at the price and on the terms set out in this Preliminary Agreement.
27. In this Preliminary Agreement:-
- (a) “**saleable area**” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);
 - (b) “**working day**” has the meaning given by section 2(1) of that Ordinance;
 - (c) the floor area of an item under clause (a) of each Property set out in Schedule 1 is calculated in accordance with section 8(3) of that Ordinance; and
 - (d) the area of an item under clause (b) of each Property set out in Schedule 1 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance
28. (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.

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

本物業的量度尺寸如下—

The measurements of the Property are as follows—

Property 物業: Flat D, Floor 48, Tower T-3 of THE WINGS, 9 Tong Yin Street, Tseung Kwan O, New Territories
新界將軍澳唐賢街9號天晉第T-3座48樓D室

| | | | | |
|---|----------------|------------------------|-------------|--|
| (a) 本物業的實用面積為 the saleable area of the Property is | <u>130.965</u> | 平方米/ square metres/ | <u>1410</u> | 平方呎，其中— square feet of which— |
| | * <u>xxx</u> | 平方米/ square metres/ | <u>xxx</u> | 平方呎為露台的樓面面積； square feet is the floor area of the balcony; |
| | * <u>xxx</u> | 平方米/ square metres/ | <u>xxx</u> | 平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform; |
| | * <u>xxx</u> | 平方米/ square metres/ | <u>xxx</u> | 平方呎為陽台的樓面面積； square feet is the floor area of the verandah; and |

(b) 其他量度尺寸為— other measurements are—

| | | | | |
|---|---------------|------------------------|------------|----------------------|
| *空調機房的面積為 the area of the air-conditioning plant room is | <u>xxx</u> | 平方米/ square metres/ | <u>xxx</u> | 平方呎； square feet; |
| *窗台的面積為 the area of the bay window is | <u>xxx</u> | 平方米/ square metres/ | <u>xxx</u> | 平方呎； square feet; |
| *閣樓的面積為 the area of the cockloft is | <u>xxx</u> | 平方米/ square metres/ | <u>xxx</u> | 平方呎； square feet; |
| *平台的面積為 the area of the flat roof is | <u>30.010</u> | 平方米/ square metres/ | <u>323</u> | 平方呎； square feet; |
| *花園的面積為 the area of the garden is | <u>xxx</u> | 平方米/ square metres/ | <u>xxx</u> | 平方呎； square feet; |
| *停車位的面積為 the area of the parking space is | <u>xxx</u> | 平方米/ square metres/ | <u>xxx</u> | 平方呎； square feet; |
| *天台的面積為 the area of the roof is | <u>40.557</u> | 平方米/ square metres/ | <u>437</u> | 平方呎； square feet; |
| *梯屋的面積為 the area of the stairhood is | <u>6.161</u> | 平方米/ square metres/ | <u>66</u> | 平方呎； square feet; |
| *前庭的面積為 the area of the terrace is | <u>xxx</u> | 平方米/ square metres/ | <u>xxx</u> | 平方呎； square feet; |
| *庭院的面積為 the area of the yard is | <u>xxx</u> | 平方米/ square metres/ | <u>xxx</u> | 平方呎。 square feet. |

*將不適用者刪去 Delete as appropriate

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

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

| | |
|--------------------------|---|
| 內牆 Internal Wall | : 批盪及乳膠漆。 Plaster and emulsion paint. |
| 地板 Flooring | : 所有單位除複式單位： 客廳、飯廳及睡房鋪砌木複合地板及木腳線，沿露台、平台及花槽趟門位置鋪砌人造石分隔條。 複式單位： 客廳、飯廳鋪砌天然石材地板及腳線；睡房鋪砌木複合地板及木腳線，沿露台及平台趟門位置鋪砌人造石分隔條。 All Flats except Duplex: Living Room, Dining Room and Bedrooms are finished with engineered wood flooring and skirting. Reconstituted stone boarders are provided along sliding doors to Balconies and Flat Roofs. Duplex: Living Room and Dining Room are finished with natural stones flooring and skirting. Bedrooms are finished with engineered wood flooring and skirting. Reconstituted stone boarders are provided along sliding doors to Balconies and Flat Roofs. |
| 門 Door | : 木皮飾面門配金屬配件或鋁框玻璃門配強化玻璃。 Wood veneered doors with ironmongery or aluminium framed glass doors with tempered glass. |
| 浴室 Bathroom | : 裝有潔具；地板外露位置鋪砌石材，牆身鋪砌石材至假天花，石材檯面。 Sanitary fitment; floor finished with stone where exposed, stone up to false ceiling level for wall, stone countertop. |
| 廚房 Kitchen | : 地板外露位置鋪砌石材。牆身鋪砌石材及不銹鋼至假天花，鋁片假天花。 Floor finished with stone where exposed. Stone and stainless steel up to false ceiling level for wall, aluminium suspended false ceiling. |
| 其他裝備 Other Provisions | : 客廳、飯廳、所有主人睡房及睡房有冷氣機。 Air conditioner for Living Room and Dining Room, all Master Bedroom and Bedrooms. 廚房有煤氣煮食爐、抽油煙機、雪櫃、洗衣及乾衣機、微波爐。 Gas cooking hob, cookerhood, refrigerator, washer and dryer, microwave oven for Kitchen. 裝有煤氣熱水爐。 Gas water heater(s) is (are) installed. |

[End of Part 2: Conditions of Sale]

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：

| | |
|---------|--------------------------------------|
| 「本臨時合約」 | 指買方根據招標文件遞交投標書，以及賣方根據招標文件的接納書而訂立的合約。 |
|---------|--------------------------------------|
2. 招標文件連同接納書構成賣方與買方就買賣該物業的有約束力的協議。賣方須以樓價並按本臨時合約所載條款及條款出售該物業，而買方須以樓價並按本臨時合約所載條款及條款購買該物業。
3. 在本臨時合約的簽署日期(即接納書的日期)後的 150 日(但不會早於 120 日)內，買賣須於辦公時間(即指由上午 10 時起至同日下午 4 時 30 分為止期間)內，在賣方律師的辦事處完成。
4. 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：
 - (a) 由買方於本臨時合約的簽署日期(即接納書的日期)之後的第 5 個工作日或之前簽立；及
 - (b) 由賣方於本臨時合約的簽署日期(即接納書的日期)之後的第 8 個工作日或之前簽立。
5. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
6. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。
7. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
8. 買方須於接納書的日期之後的 5 個工作日內攜帶招標文件及接納書到賣方律師的辦事處辦理下列手續(按：必須嚴守所訂日期。)：(i)簽署賣方代表律師所訂定之標準正式合約；(ii)在簽署正式合約之同時交付本臨時合約上列明應付之款項；及(iii)同時交付第 19 條所載就正式合約應付之所有印花稅。
9. 如買方沒有在本臨時合約的簽署日期(即接納書的日期)後的 5 個工作日內簽立正式合約：
 - (a) 本臨時合約即終止；
 - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
 - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
10. 在正式合約當中，買方須與賣方協議如下—
 - (a) 如正式合約於日後以任何形式被取消，賣方有權保留臨時訂金；及
 - (b) 除訂立按揭或押記外，買方不得於本買賣成交及簽立轉讓契之前提名任何人接受本物業之轉讓契，亦不得轉售本物業或以任何形式轉移正式合約之權益或訂立以上為目的之任何協議。

11. 該物業的量度尺寸載列於附表 1。
12. 該物業的買賣包括的裝置、裝修物料及設備載列於附表 2。
13. 在不損害《物業轉易及財產條例》(第 219 章)第 13 條和第 13A 條的原則下，賣方不得限制買方依據法律就業權提出要求或反對的權利。
14. 買方已確認收到第 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. 賣方並不接受買方的任何授權人、受托人或獲提名人代替買方本人簽署正式合約，除非該人為指定之獲授權人（但其授權不能有任何授權他人代替之權力）而其授權乃為指定權限並只限於以買方名義及代買方簽署正式合約。該授權書必須由香港律師擬訂及在場見證簽署。

18. 若買方選擇另聘律師代表其買入本物業，則買賣雙方須各自負責其在有關正式合約及其後之轉讓契之法律費用。買方律師有關處理、完成、釐印及登記正式合約、其後之轉讓契及一切有關本物業按揭之法律費用及其他支出，均由買方負責及支付。
19. 有關本臨時合約及/或正式合約及/或轉讓契之所有印花稅(包括但不限於根據香港法例第117章《印花稅條例》可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)，一概由買方負責支付。
20. 一切圖則費用、有關業權之契約之認證副本包括圖則之費用、查冊費、註冊費及其他支出款項均須由買方承擔。一切有關本物業按揭之法律費用及其他支出，均由買方負責。
21. 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。
22. 買方如有更改地址或電話，須以書面通知賣方。
23. 本物業乃屬印花稅條例第29A(1)條所註釋之住宅用途物業。
24. 買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
25. 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及公契分契之其他按金及費用，買方並須償還賣方就該物業已支付的上述費用包括管理費按金、特別基金、泥頭清理費及水電煤按金(不管該等按金、特別基金及泥頭清理費是否可以退還或轉名)。
26. 賣方將按本臨時合約列出之條款出售該物業，買方亦將按該等條款購買該物業，該物業將以「現狀」及實質狀況出售。
27. 在本臨時合約中—
 - (a) “實用面積”具有《一手住宅物業銷售條例》(第621章)第8條給予該詞的涵義；
 - (b) “工作日”具有該條例第2(1)條給予該詞的涵義；
 - (c) 附表1載列之每個單位的(a)項所指的項目的樓面面積，按照該條例第8(3)條計算；及
 - (d) 附表1載列之每個單位的(b)項所指的項目的面積，按照該條例附表2第2部計算。
28.
 - (a) 賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第623章)(“該條例”)強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。
 - (b) 本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第621章)的情況下。

- (c) 若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(在該條例定義)可依據該條例強制執行任何該等條款時：
 - (i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於本臨時合約；及
 - (ii) 賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。

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

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

Property 物業: Flat D, Floor 48, Tower T-3 of THE WINGS, 9Tong Yin Street, Tseung Kwan O, New Territories
新界將軍澳唐賢街9號天晉第T-3座48樓D室

| | | |
|---|---------------------------------------|--|
| (a) 本物業的實用面積為 the saleable area of the Property is | <u>130.965</u> 平方米/ square metres/ | <u>1410</u> 平方呎，其中— square feet of which— |
| | * <u>xxx</u> 平方米/ square metres/ | 平方呎為露台的樓面面積； square feet is the floor area of the balcony; |
| | * <u>xxx</u> 平方米/ square metres/ | 平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform; |
| | * <u>xxx</u> 平方米/ square metres/ | 平方呎為陽台的樓面面積； square feet is the floor area of the verandah; and |

(b) 其他量度尺寸為— other measurements are—

| | | |
|---|--------------------------------------|---------------------------------|
| *空調機房的面積為 the area of the air-conditioning plant room is | <u>xxx</u> 平方米/ square metres/ | <u>xxx</u> 平方呎； square feet; |
| *窗台的面積為 the area of the bay window is | <u>xxx</u> 平方米/ square metres/ | <u>xxx</u> 平方呎； square feet; |
| *閣樓的面積為 the area of the cockloft is | <u>xxx</u> 平方米/ square metres/ | <u>xxx</u> 平方呎； square feet; |
| *平台的面積為 the area of the flat roof is | <u>30.010</u> 平方米/ square metres/ | <u>323</u> 平方呎； square feet; |
| *花園的面積為 the area of the garden is | <u>xxx</u> 平方米/ square metres/ | <u>xxx</u> 平方呎； square feet; |
| *停車位的面積為 the area of the parking space is | <u>xxx</u> 平方米/ square metres/ | <u>xxx</u> 平方呎； square feet; |
| *天台的面積為 the area of the roof is | <u>40.557</u> 平方米/ square metres/ | <u>437</u> 平方呎； square feet; |
| *梯屋的面積為 the area of the stairhood is | <u>6.161</u> 平方米/ square metres/ | <u>66</u> 平方呎； square feet; |
| *前庭的面積為 the area of the terrace is | <u>xxx</u> 平方米/ square metres/ | <u>xxx</u> 平方呎； square feet; |
| *庭院的面積為 the area of the yard is | <u>xxx</u> 平方米/ square metres/ | <u>xxx</u> 平方呎。 square feet. |

*將不適用者刪去 Delete as appropriate

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

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

| | |
|--------------------------|---|
| 內牆 Internal Wall | : 批盪及乳膠漆。 Plaster and emulsion paint. |
| 地板 Flooring | : 所有單位除複式單位： 客廳、飯廳及睡房鋪砌木複合地板及木腳線，沿露台、平台及花槽趟門位置鋪砌人造石分隔條。 複式單位： 客廳、飯廳鋪砌天然石材地板及腳線；睡房鋪砌木複合地板及木腳線，沿露台及平台趟門位置鋪砌人造石分隔條。 All Flats except Duplex: Living Room, Dining Room and Bedrooms are finished with engineered wood flooring and skirting. Reconstituted stone boarders are provided along sliding doors to Balconies and Flat Roofs. Duplex: Living Room and Dining Room are finished with natural stones flooring and skirting. Bedrooms are finished with engineered wood flooring and skirting. Reconstituted stone boarders are provided along sliding doors to Balconies and Flat Roofs. |
| 門 Door | : 木皮飾面門配金屬配件或鋁框玻璃門配強化玻璃。 Wood veneered doors with ironmongery or aluminium framed glass doors with tempered glass. |
| 浴室 Bathroom | : 裝有潔具；地板外露位置鋪砌石材，牆身鋪砌石材至假天花，石材檯面。 Sanitary fitment; floor finished with stone where exposed, stone up to false ceiling level for wall, stone countertop. |
| 廚房 Kitchen | : 地板外露位置鋪砌石材。牆身鋪砌石材及不銹鋼至假天花，鋁片假天花。 Floor finished with stone where exposed. Stone and stainless steel up to false ceiling level for wall, aluminium suspended false ceiling. |
| 其他裝備 Other Provisions | : 客廳、飯廳、所有主人睡房及睡房有冷氣機。 Air conditioner for Living Room and Dining Room, all Master Bedroom and Bedrooms. 廚房有煤氣煮食爐、抽油煙機、雪櫃、洗衣及乾衣機、微波爐。 Gas cooking hob, cookerhood, refrigerator, washer and dryer, microwave oven for Kitchen. 裝有煤氣熱水爐。 Gas water heater(s) is (are) installed. |

[第2部分：出售條款完]

PART 3: OFFER FORM

(To be completed by the Tenderer)

To: **The Vendor**

1. Offer

I/We (whose name(s) and address(es) specified in the Schedule to this Offer Form), the Tenderer, hereby irrevocably offer to purchase the 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 me/us and the Vendor on the terms and conditions contained in this Tender Document.

3. Address for receipt of acceptance of tender

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 acceptance of tender and/or return of cashier order(s). The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.

4. Declarations, representations and warranties

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

- (a) **The information specified in the Schedule to this Offer Form is in all respects true and accurate in so far it is within my/our knowledge.**
- (b) The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the 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

**TENDERER MUST
COMPLETE THIS
PAGE**

(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 - Purchase price

| | | | |
|-----------------------|---------------|------|-------------------|
| Purchase price (HK\$) | | | |
| Cashier order | Amount (HK\$) | Bank | Cashier order no. |
| | | | |
| | | | |
| | | | |

Section 3 – Payment plan

The Tenderer MUST adopt the following payment plan.

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

| | |
|---|--|
| 150 Days Payment Plan (Payment Plan TA2) | <p>The purchase price of the Property shall be paid by the Purchaser to the Vendor in the manner as follows –</p> <ol style="list-style-type: none"> 1. A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the Vendor's acceptance of the tender (i.e. the date of the Letter of Acceptance) 2. A further deposit equivalent to 5% of the Purchase Price shall be paid within 30 days after the Vendor's acceptance of the tender (i.e. the date of the Letter of Acceptance) 3. 90% of the Purchase Price (balance of the Purchase Price) shall be paid within 150 days after the Vendor's acceptance of the tender (i.e. the date of the Letter of Acceptance) <p>The date of completion shall not be earlier than 120 days after the Vendor's acceptance of the tender (i.e. the date of the Letter of Acceptance).</p> |
|---|--|

Section 4 – Declaration regarding ad valorem stamp duty and buyer's stamp duty

(* Please tick as appropriate)

- (a) I am/We are [* ☐ subject to/ ☐ not subject to] the buyer's stamp duty;
- (b) Higher rate (15% flat rate) of ad valorem stamp duty is [* ☐ applicable/ ☐ not applicable] to my/our purchase of the Property;
- (c) I am/each of us is acquiring the Property [* ☐ on my own behalf and not on behalf of any other person(s)/ ☐ on behalf of other person(s)].

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 confirm and declare 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 - 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 7 - Submission checklist

The following documents are submitted together with this Tender Document (for details, please see paragraph 2.6 of the Tender Notice):-

- 1. ☐ Tender Document with the Offer Form completed and signed
- 2. ☐ Cashier order(s)
- 3. ☐ Tenderer's identification documents
- 4. ☐ Intermediary's licence (if applicable)
- 5. Documents in Annex, duly signed and completed by the Tenderer:
 - (1) ☐ Warning to Purchasers (undated)
 - (2) ☐ Personal Information Collection Statement (undated)
 - (3) ☐ Vendor's Information Form (undated)
 - (4) ☐ Acknowledge Letter Regarding Viewing of Property by Potential Purchasers (undated)
 - (5) ☐ Acknowledgement Letter Regarding Stamp Duty (undated)
 - (6) ☐ Acknowledgement Letter Regarding Cooling Towers of Towers T-5 and T-6 (undated)

Section 8 – 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 of the Tenderer as at the date of this Offer Form.
2. All the procedures relating to the appointment as the Tenderer's directors have been completed before the date of this Offer Form.
3. If we are the successful Tenderer, except with the Vendor's prior written approval, there shall be no change (including any reduction, increase, substitution or replacement) of any of the Tenderer's directors for the period from (i) the date of the Offer Form to (ii) the date of the Letter of Acceptance.
4. The Vendor may at any time request and we shall at our own cost and expense provide all relevant corporate documents and information in relation to the Tenderer to show and prove the number and identity of all of the Tenderer's directors as set out in the table below.
5. The Vendor may refuse to sell the Property to the Tenderer if there shall be any breach in the requirements in this Section.

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

| |
|--|
| <p>TENDERER MUST COMPLETE THIS PAGE</p> |
|--|

Section 9 - Signature of the Tenderer and witness

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

(Note: The Offer Form must be signed by ALL of the Tenderers if there is more than one Tenderer. If the Tenderer is a company, the Offer Form must be signed by its authorized signatory(s) with company chop.)

Signed by the Tenderer:

X

Witnessed by:

X

Name of the authorized signature (if the Tenderer is a company):

Name of the witness:

Date:

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

第3部份：要約表格

(由投標者填寫)

致：賣方

1. 要約

本人／我們(其名稱與地址載於本要約表格的附表)，即投標者，現不可撤銷地提出要約以本要約表格的附表中指明的樓價購買該物業，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有效協議

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

3. 收取接受投標書信函的地址

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受投標書信函及退回銀行本票的地址。接納書在投郵後的第2個工作日視為已經正式收到。

4. 聲明、陳述及保證

本人／我們現聲明、陳述及保證如下：

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

投標人須
填妥本頁

(由投標者填寫)

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

| 第2節 – 樓價 | | | |
|-----------|-----------|----|------|
| 樓價 (HK\$) | | | |
| 銀行本票 | 金額 (HK\$) | 銀行 | 本票編號 |
| | | | |
| | | | |
| | | | |

| 第3節 – 支付辦法 | |
|---|--|
| <p>投標者須採用下列支付辦法。</p> <p>有關贈品、財務優惠或利益的詳情，請參閱附件第7項。</p> | |
| 150 日付款計劃 (支付辦法 TA2) | <p>本物業的樓價須由買方按以下方式支付予賣方—</p> <ol style="list-style-type: none"> 1. 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 2. 加付訂金即樓價 5% 於投標書獲賣方接納(即接納書的日期後)30 日內繳付 3. 樓價 90%(樓價餘額)於投標書獲賣方接納(即接納書的日期後)150 日內繳付 <p>成交日不可早於投標書獲賣方接納(即接納書的日期)後 120 日</p> |

第4節 – 有關從價印花稅及買家印花稅的聲明

(*請剔適用者)

- (a) 本人/吾等 [☐ 須/☐ 毋須]繳付買家印花稅；
- (b) 從價印花稅的較高稅率(劃一 15%稅率)[☐ 適用/☐ 不適用] 於本人/吾等購買的該物業；
- (c) 本人/吾等各人在購入該物業時是[☐ 代表自己行事及並不代表任何其他人/☐ 代表他人行事]。

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負責。買方與中介人之任何糾紛一概與賣方無關。該物業之買賣交易嚴格依據招標文件進行。

第6節 – 與賣方關係的聲明(*請剔適用者)

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

(如有以下情況，某人即屬賣方的「有關連人士」：

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

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

第7節 – 遞交清單

以下文件連同本招標文件遞交(詳情見招標公告第 2.6 段)：

- 1. ☐ 招標文件及要約表格已填妥及簽署
- 2. ☐ 銀行本票
- 3. ☐ 投標者的身份證明文件
- 4. ☐ 中介人的牌照(如適用)
- 5. 由投標者填妥並簽署的附件的文件：
 - (1) ☐ 對買方的警告(未有填上日期)
 - (2) ☐ 個人資料收集聲明(未有填上日期)
 - (3) ☐ 賣方資料表格(未有填上日期)
 - (4) ☐ 關於供有興趣買家參觀住宅物業的確認書(未有填上日期)
 - (5) ☐ 關於印花稅的確認書(未有填上日期)
 - (6) ☐ 關於 T-5 及 T-6 座冷卻塔的確認書(未有填上日期)

第8節 – 關於公司投標者的聲明(不適用於個人投標者)

我們聲明並同意如下：

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

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

第9節 – 投標者及見證人的簽署

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

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

投標者簽署：

見證人簽署：

X

X

獲授權人士的名稱(如投標者為公司)：

見證人名稱：

日期：

[第3部份：要約表格完]
[招標文件完]

附件

Annex

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

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

1. 對買方的警告 #
Warning to Purchasers #
2. 個人資料收集聲明 #
Personal Information Collection Statement #
3. 賣方資料表格 #
Vendor's Information Form #
4. 關於供有興趣買家參觀住宅物業的確認書 #
Acknowledge Letter Regarding Viewing of Property by Potential Purchasers #
5. 關於印花稅的確認書 #
Acknowledge Letter Regarding Stamp Duty #
6. 關於 T-5 及 T-6 座冷卻塔的確認書#
Acknowledgement Letter Regarding Cooling Towers of Towers T-5 and T-6 #
7. 贈品、財務優惠或利益的列表
List of gifts, financial advantage or benefits
8. 嚴禁清洗黑錢宣傳單張
“Keep Money Laundering Away from Hong Kong” Leaflet

Annex 1
附件 1

| | | | | |
|------------------------------------|--|---------|----------|---|
| Vendor 賣方 | MTR Corporation Limited (香港鐵路有限公司) (as “Owner” 作為「擁有人」)* Lansmart Limited (as “Person so engaged” 作為「如此聘用的人」)# | | | |
| Address 地址 | No. 9 Tong Yin Street / 唐賢街 9 號 | | | |
| Phase of the Development 發展項目期數 | Phases 2 and 2A of the development constructed on Tseung Kwan O Town Lot No.72 (“THE WINGS”) 興建於將軍澳市地段第 72 號的發展項目的第 2 及第 2A 期(「天晉」) | | | |
| Property 物業 | Tower 座數 | Flat 單位 | Floor 樓層 | Residential Car Parking Space No. 住客車位編號 |
| | T-3 | D | 48 | / |
| Purchaser 買方 | | | | |
| I.D./ B.R. No. 身份證/ 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。

Dated this day of
公曆 年 月 日

Signature of the Purchaser(s) 買方簽署

Note 備註:

- * “Owner”, in relation to a residential property, means the legal or beneficial owner of the residential property. 「擁有人」就住宅物業而言，指該物業的法律上的擁有人或實益擁有人。
- # “Person so engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of the Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

Annex 2
附件 2

**新鴻基地產代理有限公司
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，我們方可向其他人士提供閣下資料以供其在直接促銷中使用。

就直接促銷，我們有意：

- (a) 使用我們不時收集、產生、編制或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據；
- (b) 向閣下促銷以下類別的服務及產品：
 - (1) 集團成員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：

(請勿於入標時填寫日期)

Sun Hung Kai Real Estate 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 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 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:

(Please leave undated upon tender submission)

收集個人資料聲明(「本聲明」) Personal Information Collection Statement ("PICS")

1. 閣下的私隱 Your Privacy

- 1.1 香港鐵路有限公司 (MTR Corporation Limited) (「港鐵公司」、「我們」或「我們的」)在收集、儲存、使用及傳送個人資料時，尊重閣下的法定私隱權利，而本聲明則說明我們的私隱實務。我們的政策是須遵守香港特別行政區法例的《個人資料(私隱)條例》(第486章)及由私隱專員所發出的所有適用的相關實務守則及指引的規定。藉此，我們將確保屬下的職員會符合保安及保密方面最嚴格的標準。

MTR Corporation Limited (香港鐵路有限公司) ("MTR Corporation", "we", "our" or "us") respects your legal rights of privacy when collecting, storing, using and transmitting personal data and this PICS explains our privacy practices. It is our policy to comply with the requirements of the Personal Data (Privacy) Ordinance (Cap. 486) of the Laws of the Hong Kong Special Administrative Region and all applicable related codes of practice and guidance notes issued by the Privacy Commissioner. In doing so, we will ensure compliance by our staff with the strictest standards of security and confidentiality.

- 1.2 請細閱下文，以便理解我們在如何處理閣下的個人資料方面的政策及實務。在我們認為有需要時，可不時修訂或以其他方式更改本政策，但我們將會就任何該等修訂或更改給予閣下事先通知。

Please read the following carefully to understand our policy and practices regarding how your personal data will be treated. This policy may from time to time be revised or otherwise changed where we deem necessary but we will give you advance notice of any such revision or change.

- 1.3 在本聲明內，「個人資料」指任何個人識別資料或敏感資料(例如姓名、職業、地址、聯絡資料、身份證或護照號碼、信用卡資料、閣下的年齡、閣下的婚姻狀況、閣下的僱主、閣下的收入)，而可切實可行地從該資料確定個別人士的身份。

In this PICS, "personal data" means any personally identifying information or sensitive data (such as names, occupations, addresses, contact details, ID Card or Passport numbers, credit card information, your age, your marital status, your employer, your income) from which it is practicable for the identity of an individual to be ascertained.

- 1.4 如果本聲明的英文版本與中文版本有任何不符，應以英文版本為準。

If there is any inconsistency between the English and Chinese version of this PICS, the English version shall prevail.

2. 我們將會使用閣下的個人資料作何等用途 Purposes for which we will use your personal data

- 2.1 當閣下與港鐵公司接洽，以購買或租賃在其中一個西鐵物業發展項目內的物業時，我們會收集閣下的個人資料。當閣下首次聯絡我們查詢有關物業的事宜時或當閣下為購買或租賃物業而簽署協議時，閣下的個人資料可能會被收集。

We collect your personal data when you engage with MTR Corporation with a view to purchasing or leasing a property in one of the West Rail property developments. The collection of your personal data may occur when you first contact us to enquire about a property or when you sign an agreement to purchase or lease a property.

- 2.2 我們可能將閣下的個人資料用作的用途分為強制性用途及自願性用途。如果個人資料是用作強制性用途，閣下必須向我們提供閣下的個人資料。如果個人資料只是用作自願性用途，閣下可完全自願決定是否希望向我們提供該資料。

The purposes for which we may use your personal data are divided into obligatory purposes and voluntary purposes. If personal data is to be used for an obligatory purpose, you MUST provide your personal data to us. If personal data is only to be used for a voluntary purpose, it is entirely voluntary for you to decide whether you want to provide such information to us or not.

- A. 閣下必須提供閣下的個人資料所作的用途為 Purposes for which it is obligatory for you to provide your personal data are:

- (a) 磋商及完成購買或租賃物業所涉及的所有步驟，包括但不限於簽署及登記合約及其他法律文件；
all the steps involved in negotiating and completing the purchase or lease of a property, including but not limited to signing and registering contracts and other legal documentation;
- (b) 處理發出帳單及付款、釐定尚欠款額，以及(如有需要)向閣下及就閣下的債務提供抵押或擔保的人士收取尚欠付款；
processing billing and payment, determining amounts outstanding, and, if necessary, collection of outstanding payments from you and persons providing security for or guarantees of your obligations;
- (c) 處理及跟進服務電話通話、查詢及投訴；
handling and following up service calls, enquiries and complaints;
- (d) 核實閣下的身份；
verification of your identity;
- (e) 符合根據 (i) 對港鐵公司及其附屬公司和相關聯公司(合稱為「港鐵集團」)具有約束力的任何法律及 (ii) 由監管機構或其他機構(包括行業及自律監管團體)所發出而港鐵公司或港鐵集團公司有責任或被期望遵守的任何指引、規例、守則或其他措施所規定而作出披露的責任、規定、建議或指示；
complying with obligations, requirements, recommendations and instructions to make disclosure under (i) any law binding on MTR Corporation and its subsidiaries and affiliates (collectively, "MTR Group") and (ii) any guidelines, regulations, codes or other measures issued by regulatory or other authorities (including industry and self-regulatory bodies) with which MTR Corporation or MTR Group companies are obliged or expected to comply;
- (f) 使港鐵公司一切或部份業務的實際或擬定受讓人、承轉人或繼承人能夠評估相關的交易；
enabling an actual or proposed assignee, transferee or successor of MTR Corporation of all or part of its business to evaluate the relevant transaction;
- (g) 與任何上述用途直接有關的用途。
purposes directly relating to any of the above purposes.

- B. 閣下可自願提供閣下的個人資料所作的用途為 Purposes for which it is only voluntary for you to provide your personal data are :

不適用 *Not Applicable*

3. 披露 Disclosure

3.1 若我們向閣下收集個人資料，我們將會 In cases where we do collect personal data from you, we will:

- (a) (以本聲明或以獨立通知)告知閣下我們正在如此行事及我們會將我們收集的該等個人資料作何等用途；
tell you (by way of this PICS or by a separate notification) that we are doing so and the use that we will make of such personal data we collect;
- (b) 如屬有關的話，給予閣下機會反對閣下的個人資料被用作某特定用途；及
where relevant, give you the opportunity to object to a particular use of your personal data; and
- (c) 告知閣下我們將會如何儲存閣下的個人資料及閣下可如何查閱、更改及刪除我們已儲存的個人資料。
tell you how we will store your personal data and how you can review, change and delete the personal data we have stored.

3.2 我們將採取所有切實可行的步驟，以保密閣下的個人資料，但我們可向下列人士轉移/轉讓該等資料：

We will take all practicable steps to keep your personal data confidential but we may transfer/assign such data to the following parties:

- (a) 如果港鐵公司決定出售其業務的任何相關部分，則向港鐵公司就閣下的個人資料所享有權利的任何實際或擬定受讓人、承轉人或繼承人；
if MTR Corporation decides to sell any relevant part of its business, to any actual or proposed assignee, transferee or successor of or to MTR Corporation's rights in respect of your personal data;
- (b) 向包含我們正在出售及租賃物業之西鐵物業發展項目的發展商及擔保或保證發展商就西鐵物業發展項目的建築責任的發展商擔保人；
the developer of the West Rail property development containing the property we are selling and leasing, and to the guarantor of the developer guaranteeing or securing the developer's construction obligations of the West Rail property development;
- (c) 向包含我們正在出售及租賃物業之西鐵物業發展項目的擁有人及/或港鐵公司提供有關其業務營運及貫徹在上文第2段內所列出用途的法律、物業代理、行政、電訊、電腦及其他服務的任何代理人、承辦商或第三方服務提供者 內所該等服務提供者可包括(但不限於)在出售或租賃物業方面代表我們或包含我們正在出售及租賃物業之西鐵物業發展項目的擁有人行事的律師，或者協助我們或包含我們正在出售及租賃物業之西鐵物業發展項目的擁有人促銷物業、管理物業或處理與物業有關的行政事務的其他方；
any agent, contractor or third party service provider who provides legal, property agency, administrative, telecommunications, computer and other services to the owner of the West Rail property development containing the property we are selling and leasing and/or MTR Corporation with respect to the operation of its business and the fulfilment of the purposes listed in paragraph 2 above – such service providers may include (but are not limited to) solicitors acting for us or the owner of the West Rail property development containing the property we are selling and

leasing on the sale or lease of a property or parties assisting us or the owner of the West Rail property development containing the property we are selling and leasing with the marketing, management or administration of properties;

- (d) 根據 (i) 對港鐵公司或其他港鐵集團公司具有約束力的任何法律及 (ii) 由監管機構或其他機構(包括行業及自律監管團體)所發出而港鐵公司或任何其他港鐵集團公司有責任或被期望遵守的任何指引、規例、守則或其他措施規定，港鐵公司有責任向其作出披露的任何人士；
any person to whom MTR Corporation is under an obligation to make disclosure under the requirements of (i) any law binding on MTR Corporation or other MTR Group companies and (ii) any guidelines, regulations, codes or other measures issued by regulatory or other authorities (including industry and self-regulatory bodies) with which MTR Corporation or any other MTR Group companies are obliged or expected to comply;
- (e) 包含我們正在出售及租賃物業的西鐵物業發展項目的擁有人及其控權公司；
the owner and its holding company of the West Rail property development containing the property we are selling and leasing;
- (f) 向閣下已明示同意我們可向其披露閣下的個人資料的其他方。
to entities to whom you have expressly agreed that we may disclose your personal data.

4. 保安 Security

- 4.1 除在上文第3段內所述外，閣下的個人資料(不論被如何儲存)，只會由我們獲准許查閱有關資料的僱員、代理人或承辦商查閱。若個人資料是以電子方式儲存，該等資料將被保存在獨立的伺服器內，並將有密碼保護(或受某種同等形式的保護)且只可由已獲准許的港鐵公司人員或其代理人或承辦商查閱。被指定處理個人資料的僱員、代理人及承辦商將接獲指示只可按照本聲明如此行事。

Except as mentioned in paragraph 3 above, your personal data, however stored, will be accessed only by our employees, agents or contractors who are authorised to do so. Where personal data is stored electronically, it will be kept on a separate server and will be password-protected (or under some equivalent form of protection) and accessible only by authorised personnel of MTR Corporation or its agents or contractors. Employees, agents and contractors designated to handle personal data will be instructed to do so only in accordance with this PICS.

- 4.2 如果在任何時候，閣下的個人資料被轉移至另一伺服器儲存，該等資料將不獲加密，因此可以被第三方查閱。

If at any time your personal data is transferred to another server for storage, it will not be encrypted and therefore may be accessible to third parties.

5. 在法律程序中使用個人資料 Use of Personal Data in Legal Proceedings

如果基於任何原因，包括但不限於向閣下追討閣下欠下我們的任何款項，我們須對閣下採取法律或其他行動，閣下明示同意，在識別閣下並對閣下採取該等行動時，可依據閣下所提供的任何個人資料。

If we have to take legal or other action against you for any reason whatsoever including but not limited to recovering from you any money you owe us, you expressly agree that any personal data provided by you can be relied upon in identifying and taking such action against you.

6. 閣下的查閱及改正權利 Your Right to Access and Correction

閣下可隨時要求查閱並更正在我們的任何紀錄中與閣下有關的個人資料。閣下亦可要求我們從任何現行的郵遞或分發名單中刪除閣下的個人資料。如要行使閣下的任何權利，閣下可按以下地址、傳真號碼或電郵與我們聯絡，並在閣下的通訊註明「保密」字樣。在回應閣下時，我們可要求閣下提供有關閣下的某些資料，以確定閣下是有關個人資料所指的人士。我們須在40天內回覆閣下的要求，但我們可向閣下收取合理費用，以回應查閱要求。

You may at any time request access to and to correct personal data relating to you in any of our records. You may also ask us to delete your personal data from any active mailing or distribution list. To exercise any of your rights, contact us at the address, facsimile number or email below, marking your communication "Confidential". In response, we may ask you to provide certain details about yourself so that we can be sure you are the person to whom the data refers. We are required to respond to your requests within 40 days, but we may charge you a reasonable fee for responding to access requests.

7. 個人資料私隱主任 Personal Data Privacy Officer

如欲 (1) 要求 (i) 查閱資料或改正資料，(ii) 索取有關我們在個人資料方面的政策及實務的一般資料，及 (iii) 查詢有關我們持有的個人資料種類，及 (2) 提出一般問題及投訴，應致予以下人士：

法律部

個人資料私隱主任

(註明「保密」字樣)

地址：香港九龍九龍灣德福廣場港鐵總部大樓

電郵：PDPO@mtr.com.hk

The person to whom (1) requests (i) for access to data or correction of data, (ii) for general information regarding our policies and practices with respect to personal data and (iii) about the kinds of personal data that we hold and (2) general questions and complaints should be addressed is as follows:

Personal Data Privacy Officer

Legal Department

(Marked Confidential)

Address: MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong

Email: PDPO@mtr.com.hk

8. 資料的保留 Retention of Data

我們只會在貫徹收集閣下個人資料的用途所需的時間內保存該等資料。我們亦可保留存檔個人資料作統計用途。無需再保留的個人資料將被銷毀。

We will keep your personal data only for as long as necessary to fulfil the purpose for which the data was collected. We may also retain archived personal data for statistical purposes. Personal data which is no longer required will be destroyed.

9. 確認 Acknowledgement

請在下方簽署以示閣下理解及同意以上條文。

Please sign below to indicate your understanding of and agreement to the above provisions.

簽署 SIGNATURE : _____

姓名 NAME : _____ 日期 DATE : _____

Annex 3
附件 3

Vendor : MTR Corporation Limited (香港鐵路有限公司)(as “Owner” 作為「擁有人」)*
賣方 Lansmart Limited (as “Person so engaged” 作為「如此聘用的人」)#
Name of the Phase of the Development : Phases 2 and 2A of the development constructed on Tseung Kwan O Town Lot No. 72 (“The Wings”)
發展項目期數名稱 興建於將軍澳市地段第 72 號的發展項目的第 2 及第 2A 期(「天晉」)
Property : Flat [D] on the [48] Floor of Tower [T-3], The Wings, No. 9 Tong Yin Street
本物業 唐賢街 9 號天晉第 [T-3] 座 [48] 樓 [D] 單位

| | |
|--|-------------------------------------|
| a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額 | 港幣 HK\$7,222 (每月/per month) |
| b) The amount of the Government rent (if any) that is payable for the Property 須就本物業繳付的地稅 (如有的話) 的款額 | 港幣 HK\$4,658 (每季/per quarter) |
| c) The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱 | No 沒有 |
| d) The name of the manager of the Phase 期數的管理人的姓名或名稱 | MTR Corporation Limited 香港鐵路有限公司 |
| e) Any notice received by the vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Phase 賣方自政府或管理處接獲的關乎期數中的住宅物業的擁有人須分擔的款項的任何通知 | No 沒有 |
| f) Any notice received by the vendor from the Government or requiring the vendor to demolish or reinstate any part of the Phase 賣方自政府接獲的規定賣方拆卸期數的任何部分或將期數的任何部分恢復原狀的任何通知 | No 沒有 |
| g) Any pending claim affecting the Property that is known to the vendor 賣方所知的影響本物業的任何待決的申索 | No 沒有 |

印製日期 Date of Printing: 21-06-2019

Note 備註:

* “Owner”, in relation to a residential property, means the legal or beneficial owner of the residential property. 「擁有人」就住宅物業而言，指該物業的法律上的擁有人或實益擁有人。

“Person so engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of the Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

Annex 4
附件 4

Acknowledgement Letter Regarding Viewing of Property
關於參觀物業的確認書

| | | | | |
|------------------------------------|--|---------|----------|---|
| Vendor 賣方 | MTR Corporation Limited (香港鐵路有限公司) (as “Owner” 作為「擁有人」)* Lansmart Limited (as “Person so engaged” 作為「如此聘用的人」)# | | | |
| Address 地址 | No. 9 Tong Yin Street / 唐賢街 9 號 | | | |
| Phase of the Development 發展項目期數 | Phases 2 and 2A of the development constructed on Tseung Kwan O Town Lot No.72 (“THE WINGS”) 興建於將軍澳市地段第 72 號的發展項目的第 2 及第 2A 期(「天晉」) | | | |
| Property 物業 | Tower 座數 | Flat 單位 | Floor 樓層 | Residential Car Parking Space No. 住客車位編號 |
| | T-3 | D | 48 | / |
| Purchaser 買方 | | | | |
| I.D./ B.R. No. 身份證/ 商業登記號碼 | | | | |
| Date 日期 | | | | |

The Purchaser hereby confirms and acknowledges that before the signing of the Preliminary Agreement for Sale and Purchase (“**Preliminary Agreement**”) of the Property 買方謹此確認及知悉在簽署上述物業的臨時買賣合約(「臨時合約」)之前:

1. ☐ The Vendor has made the Property available for viewing by the Purchaser and the Purchaser has viewed the Property at the following date and time 賣方已開放上述物業供買方參觀，且買方已於下列日期及時間參觀過上述物業:
Date and time 日期及時間: _____

- ☐ The Purchaser understands that he has the right to view the Property before the signing of the Preliminary Agreement and the Vendor has offered to arrange the Purchaser to view the Property, however, the Purchaser has declined to do so. 買方明白他有權在簽署臨時合約之前參觀上述物業，而賣方已邀請買方參觀上述物業，但買方拒絕參觀。

2. ☐ It is not reasonably practicable for the Vendor to make the Property available for viewing by the Purchaser for the following reason 因以下原因，賣方開放上述物業供買方參觀，並非合理地切實可行:
Reason 原因: _____

(e.g. the Property is subject to existing tenancy 例如物業現有租約)

Pursuant to section 44(2)(b)(i) of the Residential Properties (First-hand Sales) Ordinance(Cap. 621), the Vendor has made a comparable residential property in the Phase of the Development (specified below) available for viewing by the Purchaser 根據《一手住宅物業銷售條例》(第 621 章)第 44(2)(b)(i)條，賣方已開放發展項目期數內與上述物業相若的住宅物業(如下訂明)供買方參觀:

Comparable residential property 相若住宅物業: _____

- ☐ The Purchaser has viewed the comparable residential property at the following date and time 買方已於下列日期及時間參觀過該相若住宅物業:

Date and time 日期及時間: _____

- ☐ The Purchaser understands that he has the right to view the comparable residential property before the signing of the Preliminary Agreement, however, the Purchaser has declined to do so. 買方明白他有權在簽署臨時合約之前參觀該相若的住宅物業，但買方拒絕參觀。

3. ☐ It is not reasonably practicable for the Vendor to make the Property available for viewing by the Purchaser for the following reason 因以下原因，賣方開放上述物業供買方參觀，並非合理地切實可行:
Reason 原因: _____

(e.g. the Property is subject to existing tenancy 例如物業現有租約)

It is also not reasonably practicable for the Vendor to make any comparable residential property in the Phase of the Development available for viewing by the Purchaser for the following reason 因以下原因，賣方開放發展項目期數內任何與上述物業相若的住宅物業供買方參觀，亦並非合理地切實可行:

Reason 原因: _____

(e.g. the Property is the last unsold unit 例如物業是最後一個未出售單位)

The Purchaser agrees and confirms that the Vendor is not required to make such a comparable residential property available for viewing by the Purchaser pursuant to section 44(2)(b)(ii) of the Residential Properties (First-hand Sales) Ordinance (Cap. 621) before the signing

of the Preliminary Agreement. 根據《一手住宅物業銷售條例》(第 621 章)第 44(2)(b)(ii)條，買方同意及確認賣方無須在簽署臨時合約之前開放該相若單位供買方參觀。

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。



Note 備註:

- * “Owner”, in relation to a residential property, means the legal or beneficial owner of the residential property. 「擁有人」就住宅物業而言，指該物業的法律上的擁有人或實益擁有人。
- # “Person so engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of the Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

Annex 5
附件 5

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

| | | | | |
|---------------------------------------|---|---------|----------|---|
| Vendor 賣方 | MTR Corporation Limited (香港鐵路有限公司) (as “Owner” 作為「擁有人」)* Lansmart Limited (as “Person so engaged” 作為「如此聘用的人」)# | | | |
| Address 地址 | No. 9 Tong Yin Street / 唐賢街 9 號 | | | |
| Phase of the Development 發展項目期數 | Phases 2 and 2A of the development constructed on Tseung Kwan O Town Lot No.72 (“THE WINGS”) 興建於將軍澳市地段第 72 號的發展項目的第 2 及第 2A 期(「天晉」) | | | |
| Property 物業 | Tower 座數 | Flat 單位 | Floor 樓層 | Residential Car Parking Space No. (“CPS”) 住客車位編號(「該車位」) |
| | T-3 | D | 48 | / |
| Purchaser 買方 | | | | |
| I.D./ B.R. No. 身份證/ 商業登記號碼 | | | | |
| Date 日期 | | | | |

The Purchaser hereby confirms and acknowledges that the Purchaser is aware of the following and their implications prior to the signing of the preliminary agreement for sale and purchase (“**Preliminary Agreement**”) and the formal agreement for sale and purchase (“**Agreement for Sale and Purchase**”) of the Property:

買方謹此確認及知悉在簽署上述物業之臨時買賣合約(「**臨時合約**」)及正式買賣合約(「**買賣合約**」)之前，買方已獲悉以下事項及其影響：

New rate of Ad Valorem Stamp Duty
新從價印花稅稅率

1. The Stamp Duty (Amendment) Ordinance 2018 was gazetted on 19 January 2018 with retrospective effect from 5 November 2016. Any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to the new AVD rate (a flat rate at 15% of the consideration or value of the residential property, whichever is the higher).
《印花稅(修訂)條例 2018》已於 2018 年 1 月 19 日刊憲，法例具有追溯效力至 2016 年 11 月 5 日。任何在 2016 年 11 月 5 日或以後簽立以買賣或轉讓住宅物業的文書，除獲豁免或另有規定外，均須按新的「從價印花稅」稅率繳付「從價印花稅」，稅率劃一為物業的售價或價值(以較高者為準)的 15%。
2. AVD calculated at the new flat rate of 15% (“**new AVD rate**”) is applicable to any residential property (except that acquired by a Hong Kong Permanent Resident (“**HKPR**”) who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition) acquired either by an individual or a company.
任何以個人或公司名義取得的住宅物業(除非該住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業)，均須繳付以劃一 15% 新稅率計算的「從價印花稅」。
3. The Stamp Duty (Amendment) (No.2) Ordinance 2018 was gazetted on 20 April 2018 to tighten up the existing exemption arrangement for HKPR buyers. Unless specifically exempted or otherwise provided by law, any instrument executed on or after 12 April 2017 for the sale and purchase or transfer of residential property, if covering more than one residential property, will be subject to AVD at flat rate of 15% even though those residential properties are acquired by a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition.
《2017 年印花稅(修訂)(第 2 號)條例》已於 2018 年 4 月 20 日刊憲，以收緊現時為香港永久性居民買家而設的豁免安排。除獲特定豁免或另有法律規定外，任何在 2017 年 4 月 12 日或以後簽立以買賣或轉讓住宅物業的文書，若該文書包含多於一個住宅物業，則即使該等住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業，仍須按劃一的 15% 稅率繳付「從價印花稅」。
4. There is no change to the other circumstances under which AVD at Scale 2 rates is applicable or AVD is exempted.
可按第 2 標準稅率繳納「從價印花稅」或可獲豁免「從價印花稅」的其他情況沒有改變。

5. For details of the applicable exemptions to AVD at new rate and the said Bill, please browse the Inland Revenue Department website (www.ird.gov.hk).

有關以新稅率計算的「從價印花稅」適用的豁免及該條例草案的詳情，請瀏覽稅務局網頁 (www.ird.gov.hk)。

Procedures to be followed by the Purchaser who does not apply for the Transitional Loan under the Payment Plan

不申請付款計劃中過渡性貸款之買方須遵守的程序

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

Procedures to be followed by the Purchaser who applies for the Transitional Loan under the Payment Plan

申請付款計劃中過渡性貸款之買方須遵守的程序

7. Please refer to the "Letter regarding Stamp Duty Cash Rebate" for details.

詳情請參閱「關於印花稅現金回贈的信件」。

Other Matters

其他事項

8. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.
本人／我們確認及知悉，若本人／我們不能全數準時支付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，本人／我們須就此向賣方作出十足的彌償。
9. I/We understand that I/we shall be solely responsible for ascertaining whether I/we am/are HKPR, subject to the BSD and subject to the AVD at new rate.
本人／我們明白，本人／我們有責任確定本人／我們是否香港永久性居民、是否需要繳付「買家印花稅」及是否需要繳付以新稅率計算的「從價印花稅」。
10. I/We acknowledge and agree that I/we shall pay all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by me/us or any third party (if applicable) if I/we claim exemption from BSD or AVD at new rate, as the case may be.
本人／我們知悉及同意，若本人／我們有意申請豁免「買家印花稅」或豁免以新稅率計算「從價印花稅」(視情況而定)，本人／我們須支付所有就該申請而必需由本人／我們或第三方(如適用)作出的「法定聲明」所涉及的法律費用及開銷。
11. I/We acknowledge that this document does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt. Whether the AVD at Scale 2 rates will be applicable to me/us and/or whether I/we shall be exempted for BSD is subject to the decision of the Collector of Stamp Revenue.

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

12. This letter shall survive signing of the Preliminary Agreement and the Agreement for Sale and Purchase, and completion of the sale and purchase of the Property.
本信件在簽署臨時合約及買賣合約後及上述物業之買賣成交後仍然生效。
13. The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.
本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Note 備註:

- * “Owner”, in relation to a residential property, means the legal or beneficial owner of the residential property. 「擁有人」就住宅物業而言，指該物業的法律上的擁有人或實益擁有人。
- # “Person so engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of the Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

Annex 6
附件 6

Acknowledgement Letter Regarding Cooling Towers of Towers T-5 and T-6

| | | | | |
|------------------------------------|---|---------|----------|---|
| Vendor 賣方 | MTR Corporation Limited (香港鐵路有限公司) (as “Owner” 作為「擁有人」)* Lansmart Limited (as “Person so engaged” 作為「如此聘用的人」)# | | | |
| Address 地址 | No. 9 Tong Yin Street / 唐賢街 9 號 | | | |
| Phase of the Development 發展項目期數 | Phases 2 and 2A of the development constructed on Tseung Kwan O Town Lot No.72 (“THE WINGS”) 興建於將軍澳市地段第 72 號的發展項目的第 2 及第 2A 期(「天晉」) | | | |
| Property 物業 | Tower 座數 | Flat 單位 | Floor 樓層 | Residential Car Parking Space No. (“CPS”) 住客車位編號(「該車位」) |
| | T-3 | D | 48 | / |
| Purchaser 買方 | | | | |
| I.D./ B.R. No. 身份證/ 商業登記號碼 | | | | |
| Date 日期 | | | | |

1. I/We, the undersigned, hereby acknowledge that prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, I am/we are fully aware of and understand and accept the following matters :-
 - a. Cooling towers which can be seen from the Property are installed on the roof of Tower T-5 and Tower T-6 of the Development (“**Cooling Towers**”).
 - b. The Cooling Towers and associated air-conditioning units and other devices, machines and installations will be operated 24-hours a day. Plume and noise may be generated during the operation of the Cooling Towers.
 - c. The existence and operation of the Cooling Towers may affect the enjoyment of the Property in terms of views, noise and/or other aspects of the surrounding environment.
2. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the above and fully accept the same without any objection or requisition.
3. The Chinese translation of this letter is for reference purpose only. In case of any disputes, the English version shall prevail.

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

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

Note 備註:

* “Owner”, in relation to a residential property, means the legal or beneficial owner of the residential property. 「擁有人」就住宅物業而言，指該物業的法律上的擁有人或實益擁有人。

“Person so engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of the Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

(中文譯本只作參考)

關於 T-5 及 T-6 座冷卻塔的確認書

| | | | | |
|------------------------------------|---|---------|----------|---|
| Vendor 賣方 | MTR Corporation Limited (香港鐵路有限公司) (as “Owner” 作為「擁有人」) [*] Lansmart Limited (as “Person so engaged” 作為「如此聘用的人」) [#] | | | |
| Address 地址 | No. 9 Tong Yin Street / 唐賢街 9 號 | | | |
| Phase of the Development 發展項目期數 | Phases 2 and 2A of the development constructed on Tseung Kwan O Town Lot No.72 (“THE WINGS”) 興建於將軍澳市地段第 72 號的發展項目的第 2 及第 2A 期 (「天晉」) | | | |
| Property 該物業 | Tower 座數 | Flat 單位 | Floor 樓層 | Residential Car Parking Space No. 住客車位編號 |
| | T-3 | D | 48 | / |
| Purchaser 買方 | | | | |
| I.D./ B.R. No. 身份證/ 商業登記號碼 | | | | |
| Date 日期 | | | | |

1. 本人／我等特此確認，本人／我等簽署該物業的臨時買賣合約前已清楚明白並接受下列事項：—
 - (a) 發展項目 T-5 座及 T-6 座的天台上安裝了可從該物業看見的冷卻塔。
 - (b) 冷卻塔及相關的冷氣機組及其他的設備機器及裝置將會每天 24 小時運作。冷卻塔運作時可能會產生煙羽及噪音。
 - (c) 冷卻塔的存在及運作可能會在景觀，噪音及/或周邊環境方面對該物業之享用造成影響。
2. 本人／吾等確認及聲明本人／吾等同意購入本物業時已完全知悉上述事項，並完全接受並不會作出任何反對或質詢。
3. 本函中文譯本僅供參考，如與英文版本有異，概以英文版本為準。

Note 備註:

- ^{*} “Owner”, in relation to a residential property, means the legal or beneficial owner of the residential property. 「擁有人」就住宅物業而言，指該物業的法律上的擁有人或實益擁有人。
- [#] “Person so engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of the Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

天晉
THE WINGS

贈品、財務優惠或利益的列表

List of gifts, financial advantage or benefits

第 I 部份

Part I

1. 選擇支付辦法 TA2 之買方可享以下由 Lansmart Limited (『發展商』)提供或安排的贈品、財務優惠或利益 (除『住戶停車位優惠』外)
The following gift, financial advantage or benefit are offered or arranged by Lansmart Limited (“the Developer”) to the Purchaser who chooses payment plan TA2 (except “Offer of Residential Car Parking Space(s) ”)
2. 所有就購買該物業而連帶獲得的任何折扣、贈品、財務優惠或利益均只提供予買方及不可轉讓。發展商有絕對酌情權決定買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。發展商亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，發展商之決定為最終並對買方有約束力。
All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of the Property are offered to the Purchaser only and shall not be transferable. The Developer has absolute discretion in deciding whether a Purchaser is entitled to those discount, gift, financial advantage or benefit. The Developer also reserves the right to interpret the relevant terms and conditions of those discount, gift, financial advantage or benefit. In case of dispute, the Developer’s decision shall be final and binding on the Purchaser.
3. 發展商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，無論是促使、洽商、取得或申請貸款，或是擔保或保證該筆貸款的償還或有關事宜。
The Developer’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.
4. 根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予買方就購買住宅該物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠 (如有)；而有關還款能力之要求 (包括但不限於供款與入息比率之上限) 將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。
According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the Purchaser in connection with the purchase of a residential property will be deducted from the purchase price when calculating the loan-to-value ratio by the bank and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.
5. 如正式合約因任何原因終止或取消，則提供贈品、財務優惠或利益的安排將無效。
The arrangement 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.

第 II 部份

Part II

1. 貸款優惠

Loan Benefit

買方可向發展商的指定財務機構申請以下其中一項貸款優惠：

The Purchaser may apply for ONLY ONE of the following loan benefits from the Developer's designated financing company:

(a) 備用第一按揭貸款

Standby First Mortgage Loan

發展商的指定財務機構(『指定財務機構』)提供備用第一按揭貸款(『第一按揭貸款』)之主要條款如下：

The key terms of a Standby First Mortgage Loan ("First Mortgage Loan") offered by the Developer's designated financing company ("designated financing company") are as follows:

- (I) 買方必須於完成該物業之買賣交易日前最少60日以書面向指定財務機構申請第一按揭貸款。
The Purchaser shall make a written application to the designated financing company for the First Mortgage Loan not less than 60 days before the date of completion of sale and purchase of the Property.
- (II) 第一按揭貸款的最高金額為樓價的80%，惟貸款金額不可超過應繳付之樓價餘額。指定財務機構會因應買方及其擔保人(如有)的信貸評估，對貸款金額作出調整。
The maximum First Mortgage Loan amount shall be 80% of the purchase price, provided that the loan amount shall not exceed the balance of purchase price payable. The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her/its guarantor (if any).
- (III) 第一按揭貸款以該物業之第一法定按揭作抵押。
The First Mortgage Loan shall be secured by a first legal mortgage over the property.
- (IV) 該物業供買方自住。
The Property shall be self-occupied by the Purchaser.
- (V) 第一按揭貸款年期最長為25年。
The maximum tenor of First Mortgage Loan shall be 25 years.
- (VI) 首24個月之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減2.85% p.a.，其後之按揭利率為港元最優惠利率，利率浮動。最終利率以指定財務機構審批結果而定。
Interest rate for the first 24 months shall be 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 2.85% p.a., thereafter at Hong Kong Dollar Best Lending Rate, subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
- (VII) 買方須以按月分期償還第一按揭貸款。
The Purchaser shall repay the First Mortgage Loan by monthly instalments.

- (VIII) 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、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。
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, Tax Demand Note, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check on the Purchaser and his/her guarantor (if any).
- (IX) 第一按揭貸款申請須由指定財務機構獨立審批。
The First Mortgage Loan shall be approved by the designated financing company independently.
- (X) 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。
The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the First Mortgage Loan.
- (XI) 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雜費。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雜費。
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.
- (XII) 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及其條款，指定財務機構有最終決定權。不論第一按揭貸款獲批與否，賣方不會就有關第一按揭貸款負上任何責任或法律責任，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。買方進一步確認、同意及確定賣方並沒有亦不會參與第一按揭貸款之安排，賣方亦沒有就第一按揭貸款之批核作出或被視作已作出任何陳述或保證。買方不會由於或有關第一按揭貸款的批核及/或不批核而向賣方提出任何申索。
The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the First Mortgage Loan. The approval or disapproval of the First Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the First Mortgage Loan is granted or not, the Vendor shall not have any obligation or liability whatsoever in relation to the First Mortgage Loan and the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement. The Purchaser further acknowledges, agrees and confirms that the Vendor is not, and will not be, involved in the arrangements of the First Mortgage Loan, and no representation or warranty is given, or shall be deemed to have been given, by the Vendor as to the approval of First Mortgage Loan. The Purchaser shall have no claims whatsoever against the Vendor as a result of or in connection with the approval and/or disapproval of the First Mortgage Loan.
- (XIII) 第一按揭貸款受其他條款及細則約束。
The First Mortgage Loan is subject to other terms and conditions.
- (XIV) 發展商或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。

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

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

發展商的指定財務機構(『指定財務機構』)提供備用第二按揭貸款(『第二按揭貸款』)之主要條款如下:

The key terms of a Standby Second Mortgage Loan (“Second Mortgage Loan”) offered by the Developer’s designated financing company (“designated financing company”) are as follows:

- (I) 買方必須於完成住宅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。
The Purchaser shall make a written application to the designated financing company for the Second Mortgage Loan not less than 60 days before the date of completion of sale and purchase of the Property.
- (II) 第二按揭貸款的最高金額為樓價的25%，惟第一按揭貸款(由第一按揭銀行提供)及第二按揭貸款總金額不可超過樓價的80%，或應繳付之樓價餘額，以較低者為準。指定財務機構會因應買方及其擔保人(如有)的信貸評估，對貸款金額作出調整。
The maximum Second Mortgage Loan amount shall be 25% of the purchase price provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall not exceed 80% of the purchase price, or the balance of purchase price payable, whichever is lower. The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her/its guarantor (if any).
- (III) 第二按揭貸款以該物業之法定按揭作抵押。
The Second Mortgage Loan shall be secured by a legal mortgage over the Property.
- (IV) 該物業供買方自住。
The Property shall be self-occupied by the Purchaser.
- (V) 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。
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.
- (VI) 首24個月之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減2.85% p.a.，其後之按揭利率為港元最優惠利率，利率浮動。最終利率以指定財務機構審批結果而定。
Interest rate for the first 24 months shall be 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 2.85% p.a., thereafter at Hong Kong Dollar Best Lending Rate, subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
- (VII) 買方須以按月分期償還第二按揭貸款。
The Purchaser shall repay the Second Mortgage Loan by monthly instalments.

- (VIII) 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、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。

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, Tax Demand Note, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check on the Purchaser and his/her guarantor (if any).

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

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

- (X) 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。

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

- (XI) 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雜費。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雜費。

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.

- (XII) 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。

The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Second Mortgage Loan.

- (XIII) 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及其條款，指定財務機構有最終決定權。不論第二按揭貸款獲批與否，賣方不會就有關第二按揭貸款負上任何責任或法律責任，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。買方進一步確認、同意及確定賣方並沒有亦不會參與第二按揭貸款之安排，賣方亦沒有就第二按揭貸款之批核作出或被視作已作出任何陳述或保證。買方不會由於或有關第二按揭貸款的批核及/或不批核而向賣方提出任何申索。

The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Second Mortgage Loan. The approval or disapproval of the Second Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the Second Mortgage Loan is granted or not, the Vendor shall not have any obligation or liability whatsoever in relation to the Second Mortgage Loan and the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement. The Purchaser further acknowledges, agrees and confirms that the Vendor is not, and will not be, involved in the arrangements of the Second Mortgage Loan, and no representation or warranty is given, or shall be deemed to have been given, by the Vendor as to the approval of Second Mortgage Loan. The Purchaser shall have no claims whatsoever against the Vendor as a result of or in connection with the approval and/or disapproval of the Second Mortgage Loan.

(XIV) 此第二按揭貸款受其他條款及細則約束。

This Second Mortgage Loan is subject to other terms and conditions.

(XV) 發展商或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。

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

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。

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.

(c) 至高無上 King's Key Plus 2018 (只適用於個人名義買方)

至高無上 King's Key Plus 2018 (applicable only to the Purchaser(s) who is/are individual(s))

買方可向發展商的指定財務機構(『指定財務機構』)申請至高無上King's Key Plus 2018(『樓價貸款』)，主要條款如下：

The Purchaser can apply to the Developer's designated financing company ("designated financing company") for the 至高無上King's Key Plus 2018 ("Payment Financing"). Key terms are as follows:

(I) 買方必須於完成該物業之買賣交易日前最少60日以書面向指定財務機構申請樓價貸款。

The Purchaser shall make a written application to the designated financing company for the Payment Financing not less than 60 days before the date of completion of sale and purchase of the Property.

(II) 樓價貸款必須以該物業之第一法定按揭及一個香港住宅物業(『現有物業』)之第一法定按揭作為抵押。以下為現有物業的基本要求：

The Payment Financing shall be secured by a first legal mortgage over the Property and a first legal mortgage over a Hong Kong residential property ("Existing Property"). The following are the basic requirements of the Existing Property:

- 現有物業的業主(或其中一位業主)必須為買方(或買方其中一位)或買方的至親(即配偶、父母、子女、兄弟、姊妹、祖父母、外祖父母、孫、孫女、外孫或外孫女)或買方其中一位的至親；及

The registered owner of the Existing Property (or any one of the registered owners) must be the Purchaser (or any one of the Purchasers) or a connected family member (i.e. spouse, parents, children, brothers, sisters, grandparents or grandchildren) of the Purchaser or a connected family member of any one of the Purchasers; and

- 現有物業的業權良好；及
The title to the Existing Property is good; and

- 現有物業沒有銀行按揭以外的其他按揭或產權負擔；及
The Existing Property is not subject to any mortgage or incumbrance other than bank mortgage; and

- 現有物業不屬於村屋、1980年前發出入伙紙的單幢式住宅物業、有轉讓限制的物業或非屋苑式的離島物業等；及
The Existing Property is not a village-type house, residential property in a single block with an Occupation Permit issued before 1980, property which is subject to alienation restrictions and non-estate-type property situated on the outlying islands, etc; and
- 現有物業的價值必須符合以下要求：
The value of the Existing Property must satisfy the following requirement:

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| 現有物業的按揭情況 The mortgage status of the Existing property | 指定財務機構估算現有物業的價值 The designated financing company's valuation of the Existing Property |
| 沒有任何按揭 does not have any mortgage | 不低於該物業之樓價的40%(或總樓價的40%，如購買兩個或以上物業) not less than 40% of the purchase price (or 40% of the total purchase price, if two or above properties are purchased) of the Property. |
| 有銀行按揭 mortgaged to a bank | 不低於該物業之樓價的60%(或總樓價的60%，如購買兩個或以上物業) not less than 60% of the purchase price (or 60% of the total purchase price, if two or above properties are purchased) of the Property. |

儘管符合上述要求，指定財務機構保留權利不接受現有物業作為抵押品。

Notwithstanding meeting the above requirements, the designated financing company reserves the right not to accept the Existing Property as security.

(III) 樓價貸款的最高金額為：

The maximum amount of Payment Financing shall be:

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| 部份 Tranche | 樓價貸款的最高金額 The maximum amount of Payment Financing |
| A 部份：用於繳付樓價餘額 Tranche A: for payment of the balance of the purchase price | 樓價的90%及扣除所有發展商將提供用以支付樓價餘額部份的現金回贈(如有)後的金額，惟貸款金額不可超過應繳付之樓價餘額。 90% of the purchase price less all cash rebate(s) (if any) that will be offered by the Developer for part payment of the balance of purchase price, provided that the loan amount shall not exceed the balance of purchase price payable. |
| B 部份(如適用)：用於償還現有物業的按揭貸款 Tranche B (if applicable): for repayment of the mortgage loan of the Existing Property | <ul style="list-style-type: none"> • 樓價的30%(如現有物業的估算價值為樓價80%或以上)；或 30% of the purchase price (if the valuation of the Existing Property is 80% of the purchase price or above); or • 樓價的20%(如現有物業的估算價值為樓價70%或以上，但少於樓價80%)；或 |

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| | <p>20% of the purchase price (if the valuation of the Existing Property is 70% of the purchase price or above, but less than 80% of the purchase price) ; or</p> <ul style="list-style-type: none"> 樓價的10%(如現有物業的估算價值為樓價60%或以上，但少於樓價70%)， 10% of the purchase price (if the valuation of the Existing Property is 60% of the purchase price or above, but less than 70% of the purchase price), <p>惟貸款金額不可超過現有物業的按揭貸款餘額。 provided that the loan amount shall not exceed the balance of the mortgage loan of the Existing Property.</p> |
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- (IV) 買方毋須提供收入證明，但須提供其他指定財務機構所需文件，包括但不限於在指定財務機構要求下提供信貸報告、還款紀錄及/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。

The Purchaser is not required to provide income proof, but is required to provide other necessary documents upon request from the designated financing company, including without limitation, credit report, repayment record and/or banking record. The designated financing company will conduct credit check on the Purchaser and his/her guarantor (if any).

- (V) 買方須提供於到期還款資金安排，並提供相關文件證明。

The Purchaser is required to provide the funding arrangement for repayment on maturity and provide the relevant documents.

- (VI) 該物業供買方自住。

The Property shall be self-occupied by the Purchaser.

- (VII) 樓價貸款申請須由指定財務機構獨立審批。

The Payment Financing shall be approved by the designated financing company independently.

- (VIII) 樓價貸款必須一次過全部提取，並只可用於繳付樓價餘額及(如適用)償還現有物業的按揭貸款。如樓價貸款不足以償清現有物業的按揭貸款，現有物業的業主須自行安排資金以償清現有物業的按揭貸款。

The Payment Financing shall be fully drawn in one lump sum and shall only be applied for payment of the balance of purchase price and (if applicable) repayment of the mortgage loan of the Existing Property. If the mortgage loan of the Existing Property cannot be fully repaid by the Payment Financing, the registered owner of the Existing Property shall arrange his/her own funds to fully repay the mortgage loan of the Existing Property.

- (IX) 樓價貸款的年期最長為 2 年。

The maximum tenor of the Payment Financing shall be 2 years.

- (X) 利率為2.18% p.a.。最終利率以指定財務機構審批結果而定。

Interest rate shall be 2.18% p.a.. The final interest rate will be subject to approval by the designated financing company.

- (XI) 買方須以以下方式償還樓價貸款：

The Purchase shall repay the Payment Financing in the following manner:-

- (i) 每月供款相當於樓價0.5%，先用於支付利息，餘款用於償還樓價貸款的貸款A部份；及
monthly installment amount equivalent to 0.5% of the purchase price shall be paid for interest firstly, and the balance shall be applied for repayment of the Tranche A of the Payment Financing; and
- (ii) 於到期日，全數償還樓價貸款餘款及利息。
fully repay the balance of the Payment Financing and interest on the maturity date.
- (XII) 買方可向指定財務機構申請下述第II部份2所述的延續貸款，於樓價貸款到期日用以償還樓價貸款的貸款A部份。延續貸款的最高金額為：
The Purchaser may apply to the designated financing company for the Extended Loan as set out in Part II 2 below for repayment of the Tranche A of the Payment Financing upon the maturity date of the Payment Financing. The maximum amount of the Extended Loan shall be:

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| 現有物業的按揭情況： The mortgage status of the Existing Property: | 延續貸款的最高金額 The maximum amount of the Extended Loan |
| 沒有任何按揭 does not have any mortgage | 樓價貸款的到期日須償還的樓價貸款的貸款A部份的餘款減去樓價的10%。 the balance of the Tranche A of the Payment Financing repayable on maturity date of the Payment Financing less 10% of the purchase price. |
| 有銀行按揭 mortgaged to a bank | 樓價貸款的到期日須償還的樓價貸款的貸款A部份的餘款。 the balance of the Tranche A of the Payment Financing repayable on maturity date of the Payment Financing. |

指定財務機構會因應買方及其擔保人(如有)的信貸評估結果，對貸款金額作出調整。

The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her guarantor (if any).

- (XIII) 所有樓價貸款的法律文件須由賣方代表律師準備，並於賣方代表律師的辦事處簽署。買方無須支付任何申請貸款的手續費或法律費用(惟買方須自行支付為證明其現有物業良好業權之補契費用(如有))。如買方就樓價貸款另行自聘律師作為其代表律師，買方須負責其代表律師有關費用及雜費。如現有物業有按揭，買方須自行聘請律師辦理解除按揭手續並支付相關律師費用及雜費。
All legal documents of the Payment Financing shall be prepared by the Vendor's solicitors and signed at the office of the Vendor's solicitors. The Purchaser will not be charged any handling fee or legal fee for processing the loan application(except that the expenses for obtaining any missing title deeds (if any) in order to prove good title of the Existing Property shall be borne by the Purchaser). If the Purchaser shall instruct his/her own solicitors to act for him/her for the Payment Financing, the Purchaser shall bear his/her own solicitors' relevant costs and disbursements. If the Existing Property is mortgaged, the Purchaser shall instruct his/her own solicitors to handle the release of the mortgage and bear his/her own solicitors' relevant costs and disbursements.
- (XIV) 買方敬請向指定財務機構查詢有關貸款用途及詳情。貸款批出與否及其條款，指定財務機構有最終決定權。不論貸款獲批與否，賣方不會就有關貸款負上任何責任或法律責任，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。買方進一步確認、同意及確定賣方並沒有亦不會參與有關貸款之安排，賣方亦沒有就

有關貸款之批核作出或被視作已作出任何陳述或保證。買方不會由於或有關貸款的批核及/或不批核而向賣方提出任何申索。

The Purchaser is advised to enquire with the designated financing company about the purpose and details of the loan. The approval or disapproval of the loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the loan is granted or not, the Vendor shall not have any obligation or liability whatsoever in relation to the loan and the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement. The Purchaser further acknowledges, agrees and confirms that the Vendor is not, and will not be, involved in the arrangements of the loan, and no representation or warranty is given, or shall be deemed to have been given, by the Vendor as to the approval of loan. The Purchaser shall have no claims whatsoever against the Vendor as a result of or in connection with the approval and/or disapproval of the loan.

- (XV) 此貸款受其他條款及細則約束。

This loan is subject to other terms and conditions.

- (XVI) 發展商或賣方均無給予或視之為已給予任何就樓價貸款之安排及批核的陳述或保證。

No representation or warranty is given or shall be deemed to have been given by the Developer or the Vendor as to the arrangement and the approval of the Payment Financing.

2. 至高無上 King's Key Plus 延續貸款(只適用於個人名義買方)

至高無上 King's Key Plus Extended Loan (applicable only to the Purchaser(s) who is/are individual(s))

- (a) 買方必須於上文第II部份1(c)所述之至高無上King's Key Plus 2018(『有關貸款』)的到期日前最少60日以書面方式向指定財務機構申請延續貸款(『延續貸款』)。

The Purchaser shall make a written application to the designated financing company for the Extended Loan ("Extended Loan") not less than 60 days before the maturity date of the 至高無上King's Key Plus 2018 ("relevant loan") as set out in Part II 1(c) above.

- (b) 延續貸款的最高金額請參閱上文第II部份1(c)(XII)段。

The maximum amount of the Extended Loan shall be as mentioned in paragraph (XII) of Part II 1(c) above.

- (c) 延續貸款必須以有關貸款所述之第一法定按揭作為抵押。

The Extended Loan shall be secured by the first legal mortgage(s) as mentioned in the relevant loan.

- (d) 該物業供買方自住。

The Property shall be self-occupied by the Purchaser.

- (e) 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、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。

The Purchaser and his/her guarantor (if any) shall provide sufficient documents to prove his/her repayment ability, including without limitation the provision of credit report, Tax Demand Note, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check on the Purchaser and his/her guarantor (if any).

- (f) 延續貸款申請須由指定財務機構獨立審批。

The Extended Loan shall be approved by the designated financing company independently.

- (g) 延續貸款必須一次過全部提取，並只可用於償還有關貸款餘款。
The Extended Loan shall be fully drawn in one lump sum and shall only be applied for repayment of the balance of the relevant loan.
- (h) 延續貸款年期最長為20年。
The maximum tenor of the Extended Loan shall be 20 years.
- (i) 利率為香港上海匯豐銀行有限公司不時報價之港元最優惠利率，利率浮動。最終利率以指定財務機構審批結果而定。
Interest rate shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited, subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
- (j) 買方須以按月分期償還延續貸款。
The Purchaser shall repay the Extended Loan by monthly instalments.
- (k) 所有延續貸款的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雜費。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延續貸款的律師費用及雜費。
All legal documents of the Extended 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 own solicitors to act for him/her, and in such event, the Purchaser shall also bear his/her own solicitors' costs and disbursements relating to the Extended Loan.
- (l) 買方須就申請延續貸款支付港幣\$5,000不可退還的申請手續費。
The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Extended Loan.
- (m) 買方敬請向指定財務機構查詢有關延續貸款用途及詳情。延續貸款批出與否及其條款，指定財務機構有最終決定權。不論延續貸款獲批與否，賣方不會就有關延續貸款負上任何責任或法律責任。買方進一步確認、同意及確定賣方並沒有亦不會參與有關延續貸款之安排，賣方亦沒有就有關延續貸款之批核作出或被視作已作出任何陳述或保證。買方不會由於或有關延續貸款的批核及/或不批核而向賣方提出任何申索。
The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Extended Loan. The approval or disapproval of the Extended Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the Extended Loan is granted or not, the Vendor shall not have any obligation or liability whatsoever in relation to the Extended Loan. The Purchaser further acknowledges, agrees and confirms that the Vendor is not, and will not be, involved in the arrangements of the Extended Loan, and no representation or warranty is given, or shall be deemed to have been given, by the Vendor as to the approval of loan. The Purchaser shall have no claims whatsoever against the Vendor as a result of or in connection with the approval and/or disapproval of the loan.
- (n) 延續貸款受其他條款及細則約束。
The Extended Loan is subject to other terms and conditions.
- (o) 賣方無給予或視之為已給予任何就延續貸款之安排及批核的陳述或保證。

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 Extended Loan.

3. 首 3 年保修優惠

First 3 Years Warranty Offer

在不影響買方於正式合約下之權利的前提下，凡該物業(但不包括該物業的花園(如有)內的園景及植物有欠妥之處(正常損耗除外)，而該欠妥之處並非由任何人之行為或疏忽造成，買方可於該物業的成交日或該物業的管有權交予買方的日期起計 3 年內向發展商發出書面通知，發展商須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。首 3 年保修優惠受其他條款及細則約束。

Without affecting the Purchaser's rights under the Agreement, the Developer shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of completion of the sale and purchase of the Property or the date when possession of the Property is delivered to the Purchaser rectify any defects (fair wear and tear excepted) to the Property (excluding the landscape area and plants in the garden (if any) of the Property) caused otherwise than by the act or neglect of any person. The First 3 Years Warranty Offer is subject to other terms and conditions.

4. 住戶停車位優惠

Offer of Residential Car Parking Space(s)

- (a) 買方可享有認購發展項目的 2 個住戶停車位的權利。

The Purchaser is entitled to have an option to purchase 2 (two) residential car parking space(s) of the Development.

- (b) 買方可根據賣方日後公佈的住戶停車位之銷售安排所規定的時限及方法行使其認購住戶停車位的權利。

The Purchaser can exercise his/her/its option to purchase residential car parking space(s) in accordance with the time limit and manner as prescribed by the sales arrangement(s) of the residential car parking space(s) to be announced by the Vendor.

- (c) 如買方不根據賣方日後公佈的住戶停車位之銷售安排行使其認購住戶停車位的權利，其認購住戶停車位的權利將會自動失效，買方不會為此獲得任何補償。

If the Purchaser does not exercise the option to purchase residential car parking space(s) in accordance with the time limit and manner prescribed by the sales arrangement(s) of the residential car parking space(s) to be announced by the Vendor, the option to purchase residential car parking space(s) shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.

- (d) 住戶停車位的售價及銷售安排詳情將由賣方全權及絕對酌情決定，並容後公佈。在簽署住戶停車位的買賣合約之前，買方不享有任何住戶停車位的權益。本優惠受其他條款及條件約束。

The price and sales arrangement details of residential car parking space(s) will be determined by the Vendor at its sole and absolute discretion and will be announced later. Before the entering of an agreement for sale and purchase of the residential car parking space(s), the Purchaser shall not have any interest or right in any of the residential car parking space(s). This offer is subject to other terms and conditions.

[附件 7：贈品、財務優惠或利益的列表完]

[End of Annex 7: List of gifts, financial advantage or benefits]

Keep Money Laundering Away from Hong Kong

Lawyers and Public to Play Key Roles

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

For Individuals

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

For Corporations

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

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

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

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

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

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

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

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



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

Frequently Asked Questions

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

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

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

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

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

Annex 8

附件 8

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。該等新措施現已生效。

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

香港律師為何要求律師向客戶索取有關身份證明及核實資料？

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

除身份證明文件外，律師還會進一步索取其他資料嗎？

律師將根據交易性質進行查證工作。例如辦理樓宇買賣時，律師可能提出以下問題：

- 交易目的為何？

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

如果是較複雜或金額不尋常的交易，客戶可能需要提供進一步資料。

何謂「可疑交易」？

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

- 身份不明
- 不尋常的指示
- 不尋常的結算要求

我可否拒絕提供資料？

假如客戶未能提供所需資料，律師可能會拒絕或停止為該客戶服務。

律師將如何處理我所提供的資料？資料會否保密？會否轉交第三者？

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

身份不明 ☒

不尋常的指示 ☐

不尋常的結算要求 ☐

你我攜手為香港把關 Gatekeeping for HKSAR

配合香港履行打擊清洗黑錢之國際責任
你的支持不可少

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

