

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF

TENDER

邀約以投標方式購買物業

in respect of

關於

Flat B including balcony on 49th Floor, Tower 9 of
The Long Beach, No.8 Hoi Fai Road, Kowloon, Hong Kong
九龍海輝道8號浪澄灣9座49樓B室包括露台

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF

TENDER

邀約以投標方式購買物業

Tenders are invited for the purchase of the following property:-
謹誠邀投標者投標承購下述物業:-

Flat B including balcony on 49th Floor, Tower 9 of
The Long Beach, No.8 Hoi Fai Road, Kowloon, Hong Kong
九龍海輝道8號浪澄灣9座49樓B室包括露台

**TENDER COMMENCES AT 10:00 A.M. ON 19 May 2017
AND CLOSSES AT 2:00 P.M. ON 19 May 2017**

招標開始日期及時間： 2017年5月19日上午10時正

招標截止日期及時間： 2017年5月19日下午2時正

(UNLESS PREVIOUSLY WITHDRAWN OR SOLD)
(但若在招標截止時限之前物業已被撤回或出售除外)

Tenders must be submitted in the specified **Form of Tender** from 10:00 a.m. on 19 May 2017 to 2:00 p.m. on 19 May 2017 to the tender box at Unit 3, Level 2, The Long Beach, No. 8 Hoi Fai Road, Kowloon, Hong Kong in a sealed plain envelope and clearly marked "**TENDER FOR "THE LONG BEACH TOWER 9 49B"**".

投標者必須於2017年5月19日上午10時正至2017年5月19日下午2時正將已填妥的指定投標表格以信封密封遞交予位於香港九龍海輝道8號浪澄灣L2層單位3的投標箱，信封面請清楚註明「浪澄灣第9座49B公開招標」。

Vendor
賣方

AP Joy Limited

Vendor's Agent
賣方代理人

**Hang Lung Real Estate
Agency Limited**
恒隆地產代理有限公司

Contacts
查詢熱線

Mr Eric Lau
劉先生
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電話：2879 0120

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Part 1: GENERAL

第一部份：一般條款

1. In this Tender Document, the following expressions shall have the following meanings except where the context otherwise specifies:-

在本招標文件中，除另有指明外，下列詞語應具有下列含義：

"Completion Date" 「成交日期」	means the completion date specified in the Form of Tender 指投標表格中訂明的成交日期。
"Conditions of Sale" 「出售條款」	means the Conditions of Sale set out in Part 3 of this Tender Document. 指本投標文件第3部所載的出售條款。
"Development" 「該發展項目」	means The Long Beach 浪澄灣, No.8 Hoi Fai Road, Kowloon, Hong Kong 指香港九龍海輝道8號浪澄灣
"Formal Agreement" 「正式合約」	means the Agreement for Sale and Purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 9(b) of the Tender Notice. 指賣方及買方按照招標公告第9(b)條擬簽訂的該物業的買賣合約。
"Form of Tender" 「投標表格」	means the Form of Tender set out in Part 4 of this Tender Document. 指本投標文件第4部所載的投標表格。
"Notice of Acceptance" 「接受通知書」	means the Notice of Acceptance to be issued by the Vendor in accordance with clause 9(a) of the Tender Notice. 指賣方將根據投標公告第9(a)條所發出的接受通知書。
"Preliminary Agreement" 「臨時合約」	means the binding agreement made on the date of the Notice of Acceptance between the Vendor and the Purchaser in accordance with clause 1 of the Conditions of Sale. 指賣方及買方根據出售條款第1條所訂立的具約束力協議。
"Purchase Price" 「樓價」	means the purchase price of the Property specified in the Form of Tender. 指投標表格中訂明的樓價。

"Property" 「該物業」	means Flat B including balcony on 49th Floor, Tower 9, The Long Beach, No.8 Hoi Fai Road, Kowloon, Hong Kong. 指香港九龍海輝道8號浪澄灣第9座49樓B室包括露台。
"Tender Document" 「投標文件」	means this tender document, comprising the Tender Notice, the Conditions of Sale and the Form of Tender. 指本投標文件，包括招標公告、出售條款及投標表格。
"Tenderer " 「投標人」	means the person who is specified in the Form of Tender as the tenderer. 指投標表格所指明的投標人。
"Vendor's solicitors" 「賣方律師」	means Mayer Brown JSM 指孖士打律師行。

2. The Chinese version of this Tender Document is for reference only and in case of conflict between the English and the Chinese versions, the English version shall prevail.
本投標文件的中文本僅供參考之用。如中英文本之間有任何抵觸，概以英文本為準。

Part 2: TENDER NOTICE

第二部份：招標公告

1. Hang Lung Real Estate Agency Limited (恒隆地產代理有限公司) (the "**Sales Agent**") as sales agent for AP Joy Limited (the "**Vendor**") invites tender(s) for the purchase of the property described in the Particulars of the Property below (the "**Property**") subject to the terms and conditions set out contained in this Tender Document.

恒隆地產代理有限公司(「賣方代理人」)作為 AP Joy Limited(以下簡稱「賣方」)的代理人現按照本招標文件所訂明的條款及條件招標承投購買以下「物業詳情」所述的物業(以下簡稱「物業」)作為一宗交易。

PARTICULARS OF THE PROPERTY

物業詳情

Flat B including balcony on 49th Floor, Tower 9 of
The Long Beach, No.8 Hoi Fai Road, Kowloon, Hong Kong
九龍海輝道8號浪澄灣9座49樓B室包括露台

2. Tenderer must be either individual(s) or limited company(ies) incorporated in Hong Kong or non-Hong Kong company(ies) registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong) (at least one director of such limited company or non-Hong Kong company shall be natural person).
投標者必須為個人或於香港成立的有限公司或根據《公司條款》(香港法例第622條)所註冊的非香港公司(而該有限公司或非香港公司的最少一名董事必須為自然人)。
3. The information provided by the Vendor pursuant to Section 68 of the Residential Properties (First-hand Sales) Ordinance (Cap.621, Laws of Hong Kong) (the "**RPFSO**") in respect of the Property is set out in the Vendor's Information Form annexed hereto as **Appendix A**.
賣方根據香港法例第621章《一手住宅物業銷售條例》第68條提供有關物業的資料列於本招標公告夾附的附件A的《賣方資料表格》。
4. Any tender must be:
任何投標書必須：
 - (a) made in this Tender Document with the Tender Form (**IN DUPLICATE**) each duly completed and signed by the Tenderer;
採用本招標文件連同夾附填妥的投標表格(一式兩份)，投標者必須於投標表格上簽名；

- (b) submitted together with the following documents:
必須同時附上下列文件：
- (i) a cashier order issued by a bank duly licensed under section 16 of the Banking Ordinance (Cap.155, Laws of Hong Kong) (the "**Banking Ordinance**") and made payable to "**Mayer Brown JSM**" for the sum equivalent to 5% of the purchase price of the Property offered by the Tenderer as specified in the Form of Tender and the Conditions of Sale;
由一間根據香港法例第155章《銀行條例》（「**銀行條例**」）第16條領有牌照的銀行開出以「**孖士打律師行**」為抬頭人的銀行本票，其金額相等於投標者開出的物業樓價的5%（在投標表格及出售條件中指明）；
 - (ii) if the Tenderer is individual(s), a copy of the HKID Card / Passport of each individual of the Tenderer;
如果投標者是個人，須遞交每個人的香港身份證／護照副本；
 - (iii) if the Tenderer is a limited company, a copy of the Business Registration Certificate and a copy of the Certificate of Incorporation of the Tenderer;
and
如果投標者是有限公司，須遞交每間公司的商業登記證(如有的話)及公司註冊證書副本；及
 - (iv) if the Tenderer is a company, (I) a copy of the Board Resolutions of the Tenderer authorizing the signing of the Form of Tender and other documents, mentioned in the above in the manner as they are signed, and (II) a copy of the most recent Annual Return Form (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1) or, in case of Tenderer being a Non-Hong Kong company registered under part 16 of the Companies Ordinance, a copy of the most recent Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1).
如果投標者是一間公司，須遞交 (I) 投標者董事會授權簽署投標表格及上述其他文件的決議副本；及(II)最近期的周年申報表（表格NAR1）或法團成立表格（股份有限公司）（表格NNC1），或倘若投標者是依據《公司條例》第16部註冊的非香港註冊公司，則須提供註冊非香港公司最近期的周年申報表（表格NN3）或註冊成為非香港註冊公司的申請表（表格NN1）。
- (c) enclosed in a sealed envelope addressed to the Sales Agent and clearly marked on the outside of the envelope "**Tender for "The Long Beach Tower 9 49B"**";
and
以信封密封遞交予賣方，信封面請清楚註明「**浪澄灣第9座49B公開招標**」；
及

- (d) placed in the Tender Box labelled "**Tender for " The Long Beach"**" located at Unit 3, Level 2, The Long Beach, No. 8 Hoi Fai Road, Kowloon, Hong Kong from 10:00 a.m. on 19 May 2017 (the "**Tender Commencing Time**") to 2:00 p.m. on 19 May 2017 (the "**Tender Closing Time**").

於2017年5月19日上午 10時正（以下簡稱「招標開始時間」）至2017年5月19日下午2時正（以下簡稱「招標截止時間」）放入位於香港九龍海輝道8號浪澄灣L2層單位3內註明「浪澄灣公開招標」的投標箱內。

Notwithstanding anything herein provided, if typhoon signal no.8 or above is hoisted or black rainstorm warning is issued in Hong Kong at any time between 10:00 a.m. on the day on which the Tender Closing Time falls and the Tender Closing Time, the Tender Closing Time will automatically be postponed to 2:00 p.m. on the next succeeding working day.

即使本招標公告載有任何規定，如果在招標截止時間當日上午10時正至招標截止時間內任何時候，8號或以上颱風訊號在香港懸掛或黑色暴雨警告在香港發出，招標截止時間將自動延至隨後的下一個工作日下午2時正。

5. The Vendor reserves the right to reject any tender submitted which is not in conformity with the Form of Tender annexed hereto or the terms and conditions as set out in this Tender Notice as the Vendor shall in its absolute discretion think fit. Late tenders will not be accepted.

當賣方絕對酌情決定為適當時，賣方有權拒絕任何不符合本招標公告夾附的投標表格或本招標公告所列條款及條件而遞交的投標書。任何逾期投標將不被接受。

6. The Vendor reserves the right not to accept the highest or the best or any tender. The Vendor has the absolute discretion in relation to the acceptance of a tender.

賣方有權不接受最高或最佳價或任何投標書，並且有絕對酌情權決定是否接受某一份投標書。

7. The Vendor reserves the right at any time before acceptance of a tender to withdraw any Property or any part thereof from sale or to sell or dispose of any Property or any part thereof to any person at any time. The Vendor has the absolute right to accept any tender at or before the Tender Closing Time. The Vendor reserves the right to, at any time before the Tender Closing Time, advance or postpone the Tender Closing Time. Any change of the Tender Closing Time will be posted at Unit 3, Level 2, The Long Beach, No.8 Hoi Fai Road, Kowloon, Hong Kong and the website of the Development at www.thelongbeach.com.hk. The Vendor is not obliged to separately notify the Tenderers of such change.

賣方有權在接受投標書前任何時候駁回任何已遞交之投標書及/或收回物業或其任何部份不予出售，並在任何時候將物業或其任何部份賣給或售予任何人。賣方有絕對權在招標截止時間或之前接受任何投標書。賣方有權在招標截止時間之前的任何時間更改招標截止時間。任何更改招標截止時間的通知將會張貼於香港九龍海輝道 8 號浪澄灣 L2 層單位 3 及該發展項目的網頁（網址：www.thelongbeach.com.hk）。賣方無須就更更改招標截止時間另行通知投標者。

8. (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in paragraph 8(b) below, each Tenderer shall be deemed to have undertaken that his tender shall be irrevocable and shall constitute a formal offer capable and remain open for acceptance on the terms and

conditions contained in this Tender Notice, the Conditions of Sale and the Form of Tender until 5 p.m. of the 3rd working day after the day on which the Tender Closing Time falls (the "**Acceptance Date**"). After the Form of Tender has been submitted, 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 5 p.m. of the Acceptance Date.

鑑於賣方邀約投標及作出下列第8(b)段所述之承諾，每名投標者須當作已承諾其投標書為不可撤銷並且構成正式的要約，能夠及可以按本招標公告、出售條款及投標表格的條款及條件予以接受，直至招標截止時間當日之後第3個工作日下午5時正（以下簡稱「**接受日期**」）。遞交投標表格後，任何投標者均不得撤回投標書，而且該投標書須當作仍可獲賣方接受直至接受日期下午5時正。

- (b) In consideration of the undertaking by the Tenderer as mentioned in paragraph 8(a) above, the Vendor agrees to pay to the Tenderer HK\$10.00 upon receipt of written demand from such Tenderer.

鑑於投標者作出以上第8(a)段所述之承諾，賣方同意在接獲投標者書面要求時支付港幣10.00元予投標者。

9. (a) If a tender is accepted by the Vendor, the successful Tenderer shall be the purchaser of the Property (the "**Purchaser**") and the Vendor shall sign and send to the successful Tenderer a written notice of acceptance (the "**Notice of Acceptance**") by mail or by hand at his correspondence address in Hong Kong or registered office stated in his Form of Tender or by fax not later than the Acceptance Date and the Notice of Acceptance so sent shall be deemed to have been received by the Purchaser.

如果投標書獲賣方接受，中標者將成為物業的買方（以下簡稱「**買方**」），而賣方須在接受日期前透過中標者在投標表格中指定的號碼、電子郵件地址、香港通訊地址或註冊辦事處以電話、傳真、電子郵件或專人交付方式接受投標書（以下簡稱「**接受通知書**」）。接受通知書按此等方式給予後當作買方已收到論。賣方將會透過買方在投標表格中指定的香港通訊地址或註冊辦事處以專人交付或郵寄方式向買方送出一份連同賣方填寫及簽署的接受投標書的投標表格。

- (b) The successful Tenderer shall sign the Formal Agreement within 5 working days after the date of the Notice of Acceptance and pay the further deposit (being 5% of the purchase price tendered) by way of a cashier order made payable to "Mayer Brown JSM" issued by a bank licensed under Section 16 of the Banking Ordinance.

中標者須於接受通知書的日期後五個工作日內簽署正式合約，並且須於以一間根據《銀行條例》第16條領有牌照的銀行開出以「**孖士打律師行**」為抬頭人的銀行本票的方式支付進一步訂金（即中標者開出的物業樓價的5%）。

- (c) If the successful tenderer is a company, there shall not be any change in the directors and/or shareholders of the successful tenderer prior to the signing of the Formal Agreement.
倘中標者為一家公司，於簽署正式合約前該中標者不得更改其董事或股東。
10. All cashier orders submitted by the Tenderers will be retained uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted by the Vendor, the cashier order submitted therewith will be treated as and applied towards payment of the preliminary deposit payable by the successful Tenderer under the Form of Tender. All other cashier orders will be returned within fourteen (14) days after the Tender Closing Time to the unsuccessful Tenderers at their correspondence addresses in Hong Kong or registered offices stated in their Forms of Tender.
投標者遞交的所有銀行本票將予以保留但不會兌現，直至賣方對所有遞交的投標書作出決定為止。如果投標書獲賣方接受，已遞交的銀行本票會視為及用以支付中標者在投標表格下應支付的臨時訂金。其他所有銀行本票將於招標截止時間後十四 (14)天內退回未能中標者在投標表格上指明的香港通訊地址或註冊辦事處。
11. The person who signs a Form of Tender as Tenderer shall be deemed to be acting as principal.
以投標者身份簽署投標表格的人士當作以當事人的身份行事。
12. Time shall in all respects be of the essence.
投標者必須嚴格遵守一切有關時限的規定。
13. All enquiries shall be directed to Mr Eric Lau at Tel. No.2879 0120. Tenderers should 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 the subject tender. Tenderers should obtain independent legal and other professional advice on the terms of this Tender Notice and related documents.
如有任何疑問，請致電劉先生查詢(電話號碼為(852)2879 0120)。投標者應注意，凡任何有關物業的問題，賣方只會作出一般回應而不會就本投標提供法律或其他意見。投標者應就本招標公告及相關文件的條款徵詢獨立法律及其他專業意見。
14. Any statement, whether oral or written, made and any action taken by the Vendor or the Sales Agent or any of their respective agents or servants in response to any enquiry made by a prospective Tenderer or Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Notice 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 set out in this Tender Notice, the Form of Tender or the Conditions of Sale.
賣方或其任何代理或僱員就準投標者或投標者任何查詢所作出的任何口頭或書面聲明及採取的任何行動，僅作為指引及參考之用。任何聲明不得構成或當作構成本招標公告之一部份，而且任何該等聲明或行動不得構成或當作闡釋、修改、否定、寬免或更改本招標公告、投標表格或出售條款所列的條款或條件。

15. For the purpose of this Tender Notice, "working day" means a day that is not (a) a general holiday or a Saturday; or (b) a black rainstorm warning day or gale warning day as defined by Section 71(2) of the Interpretation and General Clauses Ordinance (Cap.1, Laws of Hong Kong).
就本招標公告而言，「工作日」不包括 (a) 公眾假期或星期六；或 (b) 香港法例第1章《釋義及通則條例》第71(2)條所定義的黑色暴雨警告日或烈風警告日以外的日子。
16. A Personal Data Collection Statement issued by the Sales Agent in relation to this tender is attached hereto as Appendix B.
由賣方代理人就本招標所發出的《收集個人資料聲明》已附載於本招標公告的附錄B。
17. The Vendor does not intend any term of this Tender Notice and the Form of Tender to be enforceable by any person who is not a party to this Tender Notice and the Form of Tender pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623) ("CRTPO") and agrees that this Tender Notice and the Form of Tender shall be excluded from the application of CRTPO.
賣方無意賦予任何非本投標公告及投標表格合約方的第三者以《合約(第三者權利)條例》（「**合約第三者權利條例**」）強制執行投標公告及投標表格下的任何條款，並同意合約第三者權利條例將不適用於本投標公告及投標表格。

Appendix A to Tender Notice
招標公告附錄A

Vendor's Information Form
賣方資料表格

The Development : The Long Beach (浪澄灣), No.8 Hoi Fai Road, Kowloon, Hong Kong (the "Development")
發展項目 香港九龍海輝道 8 號浪澄灣 (「項目」)

Specified Residential Property : Flat B including balcony on 49th Floor, Tower 9, The Long Beach 浪澄灣, No.8 Hoi Fai Road, Kowloon, Hong Kong
指明住宅物業 香港九龍海輝道 8 號浪澄灣 9 座 49 樓 B 室包括露台

(1)	The amount of the management fee that is payable for the specified residential property 須就指明住宅物業支付的管理費用的款額:	HK\$4,610 Per month 每月
(2)	The amount of the Government rent (if any) that is payable for the specified residential property 須就指明住宅物業繳付的地稅(如有的話)的款額	HK\$3,965 Per quarter 每季
(3)	The name of the owners' incorporation (if any): 業主立案法團(如有的話)的名稱:	NIL 沒有
(4)	The name of the manager of the Development: 項目的管理人的姓名或名稱:	The Long Beach Management Limited 浪澄灣管理有限公司
(5)	Any notice received by the vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development: 賣方自政府或管理處接獲的關乎項目期中的住宅物業的擁有人須分擔的款項的任何通知:	NIL 沒有
(6)	Any notice received by the vendor from the Government or requiring the vendor to demolish or reinstate any part of the Development: 賣方自政府接獲的規定賣方拆卸項目的任何部分或將項目的任何部分恢復原狀的任何通知:	NIL 沒有
(7)	Any pending claim affecting the specified residential property that is known to the vendor: 賣方所知的影響指明住宅物業的任何待決的申索:	NIL 沒有
(8)	Date of printing: 印製日期:	16 May 2017

Please read the following notes carefully as they contain important information about how we would like to use your personal data.

敬請閣下細閱下列各項須知，因其載有關於我們希望如何使用閣下的個人資料之重要資訊

Hang Lung Real Estate Agency Limited (the "**Agent**") wish to collect your name, identity card number, mailing address, telephone number, email address and fax number (collectively "**personal data**") for the purposes of: 恒隆地產代理有限公司(「**地產代理**」)擬收集閣下的姓名、身份證號碼、通訊地址、電話號碼、電郵地址及傳真號碼(統稱「**個人資料**」)作下列用途：

(i) dealing with all legal and other necessary administrative matters relating to your purchase of residential unit in "The Long Beach" (the "**Development**") by AP Joy Limited ("**Vendor**"), Hang Lung Properties Limited ("**HLP**"), the Agent and protecting their interests in the Development, and monitoring the work of the Agent by the Vendor and HLP ("**Obligatory Purposes**"); and

(i) 供 AP Joy Limited (「**賣方**」)、恒隆地產有限公司(「**恒隆地產**」)、地產代理處理與閣下購買"浪澄灣"(「**項目**」)的住宅單位有關的所有法律及其他必需的行政事宜並保障前述各方在發展項目中的權益，以及供賣方及恒隆地產監察地產代理的工作(「**強制性用途**」)；及

(ii) sales and direct marketing to you by the Agent, the Vendor and HLP regarding investment opportunities in the Development, including but not limited to the direct marketing to you of the residential units and/or parking spaces in the Development and conducting marketing, sale and statistical analysis ("**Voluntary Purposes**").

(ii) 供地產代理、賣方及恒隆地產就在項目的投資機會向閣下作出銷售及直接促銷，包括但不限於向閣下作出在項目的住宅單位及/或車位的直接促銷，以及進行促銷、銷售及統計分析(「**自願性用途**」)。

Your personal data is required by the Agent for the Obligatory Purposes. If you do not provide your personal data to the Agent for these purposes, the Agent will not be able to carry out the Obligatory Purposes which may adversely affect your purchase of residential unit and/or parking spaces in the Development and/or administrative matters relating to the same.

地產代理乃需要閣下的個人資料作強制性用途。如果閣下不提供閣下的個人資料予地產代理作此等用途，地產代理將不能夠作出強制性用途，這可能對閣下購買在項目中的住宅單位及/或車位與此有關的行政事宜有不利影響。

The Voluntary Purposes are only voluntary purposes and you are not obliged to consent to the use of your personal data for these purposes if you do not wish the Agent and/or the Vendor to use your personal data for direct marketing in relation to the investment opportunities in the Development including but not limited to the residential units and/or parking spaces in the Development, or marketing, sale and statistical analysis.

自願性用途僅屬自願性質，如果閣下不希望地產代理及/或賣方使用閣下的個人資料向閣下進行在項目中的投資機會(包括但不限於在項目的住宅單位及/或車位)的直接促銷，或者促銷、銷售及統計分析，閣下並無責任同意閣下的個人資料被用作此等用途。

The Agent may not so use or provide your personal data for the Voluntary Purposes unless they received your written consent to the intended use and provision.

除非已獲得閣下有關此等使用或提供的書面同意，地產代理不得使用或提供閣下的個人資料作自願性用途。

The Agent will take all practicable steps to keep your personal data confidential and (i) **will** provide and transfer your personal data to the Vendor for the Obligatory Purposes, and (ii) **if you agree and provide your written consent**, will provide and transfer your personal data to the Vendor who may then use your personal data for the Voluntary Purposes. The Agent will not transfer your personal data to any other person without your consent.

地產代理將會採取所有切實可行的步驟，以保密閣下的個人資料，及 (i) 將會把閣下的個人資料提供及轉移予賣方作強制性用途，及 (ii) 如果閣下同意及提供書面同意，將會把閣下的個人資料提供及轉移予賣方，而前述各方繼而可使用閣下的個人資料作自願性用途。在沒有閣下同意下，地產代理不會把閣下的個人資料轉移予任何其他人士。

You may withdraw your consent and require the Agent and/or the Vendor at any time to cease using your personal data for the Voluntary Purposes and the Agent and/or the Vendor must so cease, without charge.

閣下可隨時撤回閣下的同意並要求地產代理及/或賣方停止使用閣下的個人資料作自願性用途，而地產代理及/或賣方必須在不收費的情況下停止如此使用該等資料。

The Agent will keep your personal data only for so long as necessary to fulfill the Obligatory Purposes and, if you consent, the Voluntary Purposes. The Agent will not retain your personal data if you withdraw your consent and request the Agent to cease to do so. Upon fulfillment of the Obligatory Purposes and, if you consent, the Voluntary Purposes, and withdrawal of your consent or occurrence of other circumstances where your personal data is no longer required, the Agent will destroy your personal data as soon as practicable after the Agent are no longer obliged to retain such data by law.

地產代理將只在為落實強制性用途及(如果閣下同意)自願性用途所需的期間內，方會保存閣下的個人資料。如果閣下撤回閣下的同意及要求地產代理停止如此使用閣下的個人資料，地產代理將不會保留該等資料。在落實強制性用途及(如果閣下同意)自願性用途後、閣下撤回同意或者出現發生不再需要閣下的個人資料之其他情況時，地產代理將會在根據法律再無責任保留閣下的個人資料之後，在切實可行的範圍內盡快銷毀該等資料。

You may at any time request access to and/or correct your personal data in the Agent's records. To exercise these rights, you may contact the Agent at the addresses below by stating your communication as "Confidential".

閣下可隨時要求查閱及/或改正在地產代理的紀錄中閣下的個人資料。如要行使此等權利，閣下可按以下地址與地產代理聯絡，並在閣下的通訊註明「保密」字樣。

If you would like to (1) request (i) access to data or correction of data and/or (ii) general information regarding the Agent's policies and practices with respect to personal data and (2) raise general questions and complaints about the Agent's handling of personal data, please address your communication to the following:

如欲 (1) 要求 (i) 查閱資料或改正資料及/或 (ii) 索取有關地產代理在個人資料方面的政策及實務的一般資料及 (2) 提出有關地產代理處理個人資料的一般問題及投訴，應致函予以下人士：

Personal Data Privacy Officer

Hang Lung Real Estate Agency Limited

Address: 28th Floor, Standard Chartered Bank Building, 4 Des Voeux Road Central, Hong Kong

(Marked "Confidential") 個人資料私隱主任

恒隆地產代理有限公司

地址：香港中環德輔道中 4 號渣打銀行大廈 28 樓 (註明「保密」字樣)

Part 3: CONDITIONS OF SALE

第三部份：出售條款

1. The Form of Tender (with the Tender Notice and this Conditions of Sale attached hereto) and the Notice of Acceptance issued by the Vendor shall constitute a binding agreement made on the date of the Notice of Acceptance between the Vendor and the Purchaser for the sale and purchase of the Property (such agreement shall be referred to as the "**Preliminary Agreement**").
投標表格 (連同夾附的招標公告及本出售條款) 及賣方發出的接受通知書將構成賣方及買方之間就本物業訂立具約束力的協議 (該協議稱為「**本臨時合約**」)。
2. In this Preliminary Agreement -
在本臨時合約中 -
 - (a) "saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621);
"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) "working day" has the meaning given by section 2(1) of that Ordinance;
"工作日"具有該條例第 2 (1)條給予該詞的涵義;
 - (c) the floor area of an item under paragraph (a) of Appendix I to this Conditions of Sale is calculated in accordance with section 8(3) of that Ordinance; and
本出售條款附件 I 第(a)段所指的項目樓面面積,按照該條例第 8(3)條計算;
及
 - (d) the area of an item under paragraph (b) of Appendix I to this Conditions of Sale is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
本出售條款附件 I 第(b)段所指的項目面積,按照該條例附表 2 第 2 部計算。
3. The Vendor shall sell and the Purchaser shall purchase the Property at the Purchase Price (as set out in the Form of Tender) on terms and conditions contained hereunder.
賣方及買方須按照下列條款及條件以樓價 (列於投標表格) 買賣該物業。
4. The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.
買方須支付的臨時訂金,須由賣方律師作為保證金保存人而持有。
5. It is intended that this Preliminary Agreement is to be superseded by the Formal Agreement to be executed:-
按訂約雙方的意向,本臨時合約將會由一份正式合約取代,正式合約須:-
 - (a) by the Purchaser on or before the date falling on the fifth working day after the date on which this Preliminary Agreement is signed, i.e. the date of the Notice of Acceptance; and
由買方於臨時合約的簽署日期 (即接受通知書發出日期)之後的第五個工作日或之前簽立;及
 - (b) by the Vendor on or before the date falling on the eighth working day after the date on which this Preliminary Agreement is signed, i.e. the date of the Notice of Acceptance;.

由賣方於臨時合約的簽署日期(即接受通知書發出日期)之後的第八個工作日或之前簽立。

6. The ad valorem stamp duty, if any, payable on the Preliminary Agreement, the Formal Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
7. The special stamp duty, if any, payable on the Preliminary Agreement, the Formal Agreement and the Assignment shall be borne by the Purchaser.
須就臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。
8. The buyer stamp duty, if any, payable on the Preliminary Agreement, the Formal Agreement and the Assignment shall be borne by the Purchaser.
須就臨時合約、正式合約及轉讓契支付的買家印花稅(如有的話)，由買方承擔。
9. The Purchaser shall attend at the Vendor's solicitors' office together with the Preliminary Agreement within 5 working days after the date of the Notice of Acceptance (in this respect time shall be of the essence), (i) to sign the Formal Agreement in the standard form prepared by the Vendor's solicitors without amendment, (ii) to pay further deposit (being 5% of the Purchase Price) by way of a cashier order made payable to the "Mayer Brown JSM" issued by a bank licensed under Section 16 of Banking Ordinance on signing of the Formal Agreement, and (iii) to pay all stamp duties payable on the Formal Agreement.
買方須於接受通知書發出日期的 5 個工作天內到賣方律師的辦公室(就此期限須嚴格遵守)以(i)簽署賣方律師準備的正式合約標準版本(不經修改)，(ii)於簽署正式合約時以一間根據《銀行條例》第 16 條領有牌照的銀行開出以「孖士打律師行」為抬頭人的銀行本票的方式支付金額相等於樓價 5% 的進一步訂金，及(iii)支付所有正式合約下應付的印花稅。
10. If the Purchaser fails to execute the Formal Agreement within 5 working days after the date on which this Preliminary Agreement is signed, i.e. the date of the Notice of Acceptance:-
如買方沒有在本臨時合約的簽署日期之後，即接受通知書發出日期的 5 個工作日內簽立正式合約:-
 - (a) this Preliminary Agreement is terminated;
本臨時合約即告終止；
 - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
買方支付的臨時訂金，即被沒收並歸於賣方；及
 - (c) the Vendor does not have any further claim against the Purchaser for the failure.
賣方不得因買方沒有簽立正式合約，而對買方提出進一步申索。
11. The measurements of the Property is set out under Appendix I to this Conditions of Sale.
該物業的量度尺載列於本出售條款的附件 I 。

12. The sale and purchase of the Property includes the fittings, finishes and appliances as stated in Appendix II to this Conditions of Sale.
該物業買賣所包括的裝置、裝修物料及設備載列於本出售條款的附件 II。
13. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219, Laws of Hong Kong), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
14. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" as set out in Appendix III and fully understands its contents.
買方已確認收到於本出售條款附件 III 所附載的「對買方的警告」的中英雙語文本，並完全明白其內容。
15. Save and except the preliminary deposit, all deposit(s), part payment(s) of Purchase Price and balance of purchase price shall be made by cashier orders. The Purchaser shall pay the Purchase Price pursuant to the terms and conditions in the Tender Document. All payments of the Purchase Price shall be paid at or before 4:30p.m. on the dates as stipulated in the Form of Tender.
除臨時訂金外，所有訂金、部分樓價及樓價餘款必須以銀行本票繳付。買方必須根據本臨時合約的規定繳付樓價。所有樓價付款均須在本臨時合約規定的日期下午四點半前繳付。
16. 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 Purchase Price and on the terms set out in this Preliminary Agreement. The Purchaser purchases the Property with full knowledge of the physical condition of the Property and fittings and finishes therein and take them as they stand.
賣方將按本臨時合約列出之樓價及條款出售本物業，買方亦將按該等樓價及條款購買本物業，本物業將以「現狀」及實質狀況出售。在購買本物業時，買方是完全知悉本物業及本物業內的裝置及裝修物料的實質狀況及接受其現有狀況而購買的。
17. It is hereby agreed and declared that this Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Formal Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.
今同意並聲明本臨時合約只適用於買方個人，買方無權要求賣方與其他人士簽署正式合約，亦無權將本臨時合約權益轉讓給第三者。
18. Unless otherwise agreed by the parties hereto, each party shall be responsible for its/ his/ her own solicitor's fee. All disbursements relating to the sale and purchase of the Property (including stamp duty, registration fees, search fees, copying charges, fees for certified copy of the title deeds and documents, and also the fees for preparation of the plans of the Property for use in connection with the sale and purchase) shall be borne and paid by the Purchaser solely.
除非買賣雙方另外協議，買賣雙方須負責其各自之律師費。此外，買方須負責及繳付有關本物業買賣之所有開支，包括印花稅、註冊費、查冊費、影印費、

制備業權契據及文件經核證明副本之費用及擬備關於買賣本物業的圖則費。

19. The Purchaser will be required to covenant with the Vendor in the Formal Agreement to the effect that in the event the Purchaser sub-sells the Property or transfers the benefit of the Formal Agreement in any manner whatsoever before the completion of the sale and purchase of the Property, the Purchaser shall require each sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whomsoever:-
買方須與賣方在正式合約中訂明，若買方於本物業買賣完成前轉售本物業或將正式合約權益轉讓予第三者，則每個轉購人、受贈人、獲提名人、受益人、受權人或其他承讓人:-
- (i) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including identity card numbers and full address) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration including any commission, reservation or agency fees or any other amount which has been paid or given to any intermediate transaction in addition to the consideration payable to the Vendor for the purchase of the Property, and
在以後的轉售合約或其他協議中列明所有確認人、獲提名人及其他買、賣本物業或任何相關利益人士的詳細資料(包括身份証號碼及地址)，及全數金額或其他代價，包括任何佣金、訂購或代理費用、或任何在期間交易所需繳付予任何人士的款項(除付予賣方作為購買本物業的代價之外)，及
- (ii) to procure from any subsequent sub-purchaser or other transferee whomsoever or new purchaser a covenant in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement to the same affect as Clause 19(i) above.
在以後的轉售合約中訂明，或在其他合約中加上有約束力的條文，致使每個轉購人或其他承讓人或新買家履行第 19(i) 項中的責任。
20. Subject as mentioned in this Preliminary Agreement, the Vendor shall sell and the Purchaser shall purchase the Property with vacant possession. The Vendor and the Purchaser agree to complete the sale and purchase of the Property on or before the Completion Date. On completion of the sale and purchase, the Purchaser shall accept an assignment of the Property subject to and with the benefit of the relevant deed(s) of mutual covenant.
除本臨時合約另有規定外，本物業是以交吉形式出售。買賣雙方同意在成交日期或之前完成交易。買方同意於成交時簽署一份受本物業相關大廈公契規限之轉讓契。
21. The Vendor shall be entitled not to accept any power of attorney, trustee or nominee of the Purchaser in relation to execution of the Formal Agreement. The Purchaser himself shall personally execute the Formal Agreement.
賣方有權不接受買方之受權人、信託人或獲提名人代其簽署正式合約，買方必須親自簽署正式合約。

22. The Vendor reserves the right to rectify any errors or omissions in calculating the Purchase Price referred to in this Preliminary Agreement and the amount of Purchase Price shall be as stated in the Formal Agreement.
賣方保留修改本臨時合約中樓價在計算方面之錯誤及遺漏之權利，而正式之樓價將於正式合約中列明。
23. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
本物業是印花稅條例第 29A(1) 條含義中所規定的住宅物業。
24. The Purchaser shall pay to the Manager or the Vendor all management fees deposits, building fund contribution, debris removal charges, advance payment of management fees and other payments and deposits which may be charged by the Manager under or pursuant to the Deed of Mutual Covenant, and the Purchaser shall reimburse the Vendor of such payment already paid by the Vendor and any other deposits paid by the Vendor.
買方須繳付予管理人或賣方一切管理費按金、設備基金、泥頭清理費、預付管理費及其他管理人根據大廈公契可收取之費用及按金，買方並須償還予賣方代其已支付的任何上述費用及一切其他已支付的按金。
25. Time is of the essence of this Preliminary Agreement.
本臨時合約所規定之期限均須嚴格遵守。
26. The Purchaser shall inform the Vendor in writing of any changes in correspondence address and telephone number.
買方之通訊地址及電話號碼如有任何更改，須以書面通知賣方。
27. In the event that the Purchaser is a corporation, a personal guarantee in form and substance satisfactory to the Vendor shall be given by a director (who is an individual) of the Purchaser to guarantee the Purchaser's obligations to pay the purchase price and to complete the purchase in accordance with the provisions of the Formal Agreement. Such personal guarantee shall be given not later than 5 working days after the date of the Notice of Acceptance.
倘若買方為公司，買方的一名董事(必須為個人)須向賣方提供一份內容及格式為賣方滿意的個人擔保書，保證買方將履行買方的責任按照正式合約的條文繳付樓價及完成購買交易。有關個人擔保書須於接受通知書的日期後的五個工作天內提供。
28. On completion of the sale and purchase, the Purchaser shall accept an Assignment of the Property from the Vendor subject to and with the benefit the Deed of Mutual Covenant entered into by the Vendor with another purchaser or purchasers in respect of the Development.
於成交時，買家須接受一份受制及受益於賣方與其他買方就該發展項目簽署公契的轉讓契。

29. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
賣方和買方無意賦予任何第三者權利以《合約（第三者權利）條例》（第623章）（『合約第三者權利條例』）為依據強制執行本臨時合約下任何條款，並且同意摒除該合約第三者權利條例適用於本臨時合約，惟受以下第(b)款及第(c)款的規定限制。
- (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
本條第(a)款只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合約第三者權利條例的適用範圍內：就是說，在排除該合約第三者權利條例到該項條款的適用時，並無違反《一手住宅物業銷售條例》（第621章）的情況下。
- (c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
若本臨時合約任何條款因上述第(b)款的規定沒有從該合約第三者權利條例的適用範圍內排除，而第三者（在該合約第三者權利條例定義）可依據該條例強制執行任何該等條款時：
- (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and
本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷（倘若撤銷權存在），而該合約第三者權利條例第6(1)條將不適用於本臨時合約；及
- (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.
賣方和買方依據第三者權利條例第6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。
30. In the event of any discrepancy between the English and Chinese versions of the Preliminary Agreement, the English version shall prevail.
倘若本臨時合約中英文本有差異，以英文文本為準。

出售條款附件 I
Appendix I to Conditions of Sale

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

(a)	The saleable area of the Property is 本物業的實用面積為	127.630	square metres / 平方米／	1,374	square feet, of which - 平方呎，其中—
		2.030	square metres / 平方米／	22	square feet is the floor area of the balcony; 平方呎為露台的樓面面積；
		N/A 不適用	square metres / 平方米／	N/A 不適用	square feet is the floor area of the utility platform; and 平方呎為工作平台的樓面面積；及
		N/A 不適用	square metres / 平方米／	N/A 不適用	square feet is the floor area of the verandah; 平方呎為陽台的樓面面積；
(b)	other measurements are: - 其他量度尺寸為：—				
	the area of the air-conditioning plant room is 空調機房的面積為	N/A 不適用	square metres / 平方米／	N/A 不適用	square feet; 平方呎；
	the area of the bay window is 窗台的面積為	3.263	square metres / 平方米／	35	square feet; 平方呎；
	the area of the cockloft is 閣樓的面積為	N/A 不適用	square metres / 平方米／	N/A 不適用	square feet; 平方呎；
	the area of the flat roof is 平台的面積為	N/A 不適用	square metres / 平方米／	N/A 不適用	square feet; 平方呎；
	the area of the garden is 花園的面積為	N/A 不適用	square metres / 平方米／	N/A 不適用	square feet; 平方呎；
	the area of the parking space is 停車位的面積為	N/A 不適用	square metres / 平方米／	N/A 不適用	square feet; 平方呎；
	the area of the roof is 天台的面積為	N/A 不適用	square metres / 平方米／	N/A 不適用	square feet; 平方呎；
	the area of the stairhood is 梯屋的面積為	N/A 不適用	square metres / 平方米／	N/A 不適用	square feet; 平方呎；
	the area of the terrace is 前庭的面積為	N/A 不適用	square metres / 平方米／	N/A 不適用	square feet; 平方呎；
	the area of the yard is 庭院的面積為	N/A 不適用	square metres / 平方米／	N/A 不適用	square feet; 平方呎；

Fittings, Finishes and Appliances

- Internal Wall / Ceiling : Living/ Dining room and bedrooms are finished with emulsion paint to exposed surface.
- Flooring : Living/Dining room and bedrooms are finished with timber flooring with skirting.
- Door : **Entrance door -**
Solid core timber and finished with wood veneer; fitted with door closer, magic eye and security lockset.
Bedroom, Utility room, Study room and Family room -
Hollow core timber and finished with wood veneer; fitted with lockset.
Kitchen door -
Solid core timber and finished with wood veneer; fitted with vision glass panel, door closer, and lockset.
Bathrooms door –
Hollow core timber and finished with wood veneer, fitted with lockset.
Lavatory door -
Plastic and fitted with lockset.
- Bathroom : **Typical units -**
All bathrooms are equipped with sanitary wares set including shower tray finished by reconstituted stone floor tile and ceramic wall tiles and glass panel partitioning (master bathrooms) or enameled cast iron bathtub and chrome plated hand grab (all bathrooms except master bathroom), vitreous china wash basin, chrome plated basin mixer, vitreous china water closet, chrome plated bathtub mixer (all bathrooms except master bathrooms), shower panel in shower tray area (master bathrooms only) or chrome plated hand shower set (all bathrooms except master bathrooms), chrome plated towel rail, chrome plated soap holder with glass dish, chrome plated towel ring, chrome plated coat hook, chrome plated curtain rod (all bathrooms except master bathrooms), chrome plated toilet paper holder and reconstituted stone counter top for wash basin.
- Bathroom : **Duplex units**
All bathrooms are equipped with sanitary wares set including shower tray finished by stone floor tile and ceramic wall tiles and glass panel partitioning (master bathrooms and/or bathroom 2) or enameled cast iron bathtub and chrome plated hand grab (all bathrooms except master bathrooms and/or bathroom 2), vitreous china wash basin, chrome plated basin mixer, vitreous china water closet, chrome plated bathtub mixer (all bathrooms except master bathrooms and/or bathroom 2), shower panel in shower tray area (master bathrooms and/or bathroom 2) or chrome plated hand shower set (all bathrooms except master bathrooms and/or bathroom 2), chrome plated towel rail, chrome plated

soap holder with glass dish, chrome plated towel ring, chrome plated coat hook, chrome plated toilet paper holder and stone counter top for wash basin.

Kitchen : Kitchen cabinet at the typical units (all units in Tower 1 & 2, Unit 48C, 48D, 50A, 50B, 50C & 50D of Tower 9 only) are finished with plastic laminate, fitted with door panels finished with high gloss acrylic. Kitchen cabinet at the typical units (except all units in Tower 1 & 2, Unit 48C, 48D, 50A, 50B, 50C & 50D of Tower 9 only) are finished with wood decor laminate, fitted with doors finished with glass, and high gloss lacquer. Kitchen cabinets at the duplex units (duplex units in Tower 7, 8 & 9 only) are finished with plastic laminate, fitted with door panels finished with high gloss acrylic. Kitchen cabinets at the duplex units (except duplex units in Tower 7, 8 & 9) are finished with wood decor laminate and fitted with doors finished with high gloss lacquer and glass. All units completed with solid surfacing counter top and integrated sink and chrome plated sink mixer.

Other Provisions : Air Conditioner for living room, dining room and all bedrooms.

裝置、裝修物料及設備

- 內牆及天花板 : 客廳/ 飯廳及睡房外露範圍髹乳膠漆
- 內部地板 : 客廳/ 飯廳及睡房鋪設木地板連牆腳線
- 門 : **入口大門 -**
木飾面實心木；裝配氣鼓、防盜眼及保安門鎖
睡房、工作房、閱讀室及家庭房門 -
木飾面空心木；裝有門鎖
廚房門 -
木飾面實心木；裝配透視玻璃屏、氣鼓及門鎖
浴室門 -
木飾面空心木；裝有門鎖
洗手間門 -
塑膠面；裝有門鎖
- 浴室 : **標準單位**
所有浴室均裝設全套潔具，包括淋浴盤人造石地磚、牆身磁磚及玻璃間隔屏（只限於主浴室）或鑄鐵浴缸連鍍鉻扶手（所有浴室除主浴室外）、釉瓷洗手盤、鍍鉻洗手盤冷熱水龍頭、釉瓷坐廁、鍍鉻浴缸冷熱水龍頭（所有浴室除主浴室外）、花灑浴盤設有淋浴板及花灑（只限於主浴室）或鍍鉻花灑頭（所有浴室除主浴室外）、鍍鉻毛巾架、鍍鉻香皂架連玻璃碟、鍍鉻圈形毛巾架、鍍鉻掛衣鉤、鍍鉻浴簾軌（所有浴室除主浴室外）、鍍鉻廁紙架及人造石洗手盤檯面。
- 複式單位**
所有浴室均裝設全套潔具，包括天然石板、牆身磁磚及玻璃間隔屏（只限於主浴室及／或浴室2）或鑄鐵浴缸連鍍鉻扶手（所有浴室除主浴室及／或浴室2外）、釉瓷洗手盤、鍍鉻洗手盤冷熱水龍頭、釉瓷坐廁、鍍鉻浴缸冷熱水龍頭（只限於主浴室及／或浴室2）、花灑浴盤設有淋浴板及花灑（只限於主浴室及／或浴室2）或鍍鉻花灑頭（主浴室及／或浴室2除外）、鍍鉻毛巾架、鍍鉻香皂架連玻璃碟、鍍鉻圈形毛巾架、鍍鉻掛衣鉤、鍍鉻廁紙架及天然石洗手盤檯面。
- 廚房 : 標準單位（只限於第1及2座的所有單位及第9座48樓C單位、48樓D單位、50樓A單位、50樓B單位、50樓C單位及50樓D單位）廚櫃組合配以塑膠板飾面、櫃門配以纖維塑料飾面門板。標準單位（除第1及2座的所有單位及第9座48樓C單位、48樓D單位、50樓A單位、50樓B單位、50樓C單位及50樓D單位）廚櫃組合配以木板飾面、櫃門配以玻璃屏及光面焗漆門板。複式單位（第7、8及9座的複式單位）廚櫃組合配以塑膠板飾面、櫃門配以纖維塑料飾面門板。複

式單位（除第7、8及9座的複式單位）廚櫃組合配以塑膠板飾面、櫃門配以纖維塑料飾面門板。所有單位裝設內嵌式纖維塑膠實心洗盥盤、鍍鉻冷熱水龍頭。

其他供應：冷氣機裝設於客廳、飯廳及睡房

**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。

Part 4: FORM OF TENDER

第四部份：投標表格

Form of Tender 投標表格

To: Hang Lung Real Estate Agency Limited (恒隆地產代理有限公司)
as sales agent for AP Joy Limited

致: 恒隆地產代理有限公司
作為 AP Joy Limited 的出售代理人

1. I/We (whose name(s) and address specified in the schedule to this Form of Tender), having read the Tender Document, hereby irrevocably offer to purchase the Property from the Vendor at the Purchase Price specified in the schedule to this Form of Tender below as one single transaction and on the terms and conditions of this Tender Document and the Conditions of Sale.
本人/ 我們 (名稱及地址已載於本投標表格附表) 已閱讀本招標文件的條款，現不可撤銷地提出要約根據本投標表格附表所載的樓價購買以單一交易形式向該物業，並受本招標文件及出售條款及細則所約束。
2. I/ We further agree that:-
本人/ 我們進一步同意：
 - (a) the Purchase Price shall be paid by me/us in the manner as specified in the schedule to this Form of Tender 本人/ 我們將根據本投標表格附表所載的方式繳付樓價；
 - (b) if this Tender is accepted, this Tender Document together with the Vendor's Notice of Acceptance shall constitute a binding agreement between me/us and the Vendor on the terms and conditions contained in the Tender Document and I/we will be bound by the Tender Document and the Conditions of Sale to 如本投標書獲賣方接納，則本招標文件連同接受通知書將會構成本人/ 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，而本人/ 我們將按照出售條款:-
 - (i) pay the further deposit and balance of the Purchase Price in the manner as specified under the schedule to this Form of Tender; 按本投標表格附表所示的方式支付進一步訂金及樓價的餘款；
 - (ii) sign the Formal Agreement in accordance with clause 9(b) of the Tender Notice; and 根據招標公告的第 9(b) 條簽署正式合約；及
 - (iii) complete the purchase of the Property in accordance with the Tender Document and the Formal Agreement as signed. 根據招標文件及正式合約的條款完成購買該物業。

3. I/ We declare and confirm that 本人/我們現聲明並確認:-

* I am/We are NOT introduced by any intermediary to submit a tender to the Vendor for the purchase of the Property. 本人/我們不是經由任何中介人提交標書購買該物業。

* (i) I am/We are introduced by the Intermediary to submit a tender to the Vendor for the purchase of the Property. 本人/我們是經由中介人介紹向賣方提交標書購買該物業。

**Please tick where applicable*

**請於適當的格上填上「✓」號*

(ii) 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 me/us, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary. 中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、承諾或陳述，無論在任何情況下賣方均無須就中介人所作出的任何協議、承諾或陳述向本人/我們、中介人或任何其他人負責。

(iii) the Vendor and their staff did not and will not collect directly or indirectly from me/us or the Intermediary any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from me/us in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption. 除樓價、更改買賣合約及提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向本人/我們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本人/我們購買該物業時向其索取任何金錢或其他利益，本人/我們應向廉政公署舉報。

(iv) the Vendor is not and will not be involved in any disputes between the Intermediary and me/us. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement and the Formal Agreement. 本人/我們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臨時合約及正式進行。

4. I/ We declare and confirm that:-
本人/ 我們聲明及確認：-

- (a) # I am/ We are **NOT** a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap. 621). 就《一手住宅物業銷售條例》(第 621 章)而言，本人/我們並不是賣方的「有關連人士」。
- # I am/ We are a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap.621) in the following way 就《一手住宅物業銷售條例》(第 621 章)而言，本人/我們為賣方的「有關連人士」，詳情如下:-

#Please tick where applicable and fill in the relevant information
#請於適當的格上填上「✓」號並填上有關資料

Remarks 備註:

For the purposes of this declaration:-
就本聲明而言，

- (a) a person is a related party to the Vendor if that person is:
如有以下情況，某人即屬賣方的「有關連人士」：
- (i) a director of the Vendor, or a parent, spouse or child of such a director;
該人是賣方的董事，或該董事的父母、配偶或子女；
 - (ii) a manager of the Vendor;
該人是賣方的經理；
 - (iii) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
 - (iv) an associate corporation or holding company of the Vendor;
該人是賣方的有聯繫法團或控權公司；
 - (v) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
該人是上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或
 - (vi) a manager of such an associate corporation or holding company.
該人是上述有聯繫法團或控權公司的經理。
- (b) "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).
「經理」具有《公司條例》(第 622 章)第 2(1)條所給予的涵義，而「私人公司」具有《公司條例》(第 622 章)第 11 條所給予的涵義。

- (b) I/We declares and confirms that the above information provided in this paragraph 4 is true and accurate. If any information as provided by the Purchaser needs to be revised or has been changed, the Purchaser agrees and undertakes to notify the Vendor as soon as possible.
本人/ 我們謹此聲明及確認本第 4 段提供之資料為真實及準確。如任何買方提

供之資料須要修正或已更改，買方同意及承諾儘快通知賣方。

5. I/ we confirm and acknowledge before the submission of the Form of Tender 本人/ 我們謹此確認及知悉在提交投標表格之前:-

- [®] The Vendor has made the Property available for viewing by me/ us and I/ we have viewed the Property at the following date and time:-
賣方已開放該物業供買方參觀，且本人/我們已於下列日期及時間參觀過該物業：

Date and time 日期及時間: _____

- [®] I/We understand that I/we have the right to view the Property before the submission of the Form of Tender and the Vendor has offered to arrange me/us to view the Property, however, I/we have declined to do so. 本人/我們明白本人/ 我們有權在提交投標表格前參觀該物業，而賣方已邀請本人/我們參觀該物業，但本人/我們拒絕參觀該物業。

[®]*Please tick where applicable and fill in the relevant information*

[®]*請於適當的格上填上「✓」號並填上有關資料*

6. I/ we have read the Personal Data Collection Statement (the "**Statement**") as set out under Appendix B to the Tender Notice and agree to its term.

本人已閱讀招標公告附件 B 附載的「收集個人資料聲明」(「**聲明**」)並同意其條款。

- By checking this box, I/ we instruct the Agent (as defined in the Personal Data Collection Statement) **NOT** to use my/our personal data for the Voluntary Purposes described in Statement, including transfer of my personal data to the Vendor or the Agent. (*If I/we do not check this box, I/we understand that the Agent **will** use my/our personal data for its Voluntary Purposes described in the Statement and transfer my/our personal data to the Vendor for the Voluntary Purposes described in the Statement.*)
- 本人/ 我們在此空格加上剔(「✓」)號，即表示本人/ 我們指示代理(根據聲明中定義)不得使用本人/我們的個人資料作於聲明中所述自願性用途，包括把本人/我們的個人資料轉移予賣方。(如果本人並不在此空格加上剔(「✓」)號，即表示本人/ 我們明白，地產代理將會使用本人/我們的個人資料作其於聲明中所述的自願性用途並把本人的個人資料轉移予發展商作聲明中所述自願性用途。)

7. The following documents are submitted with this Tender Document:-
本招標文件已同時附上下列文件：

- cashier order
銀行本票
- copy of HKID Card/ Passport (*for individual Tenderer only*)
香港身份證/護照副本(只適用於個人投標者)
- copy of Business Registration Certificate and Certificate of Incorporation (*for corporate Tenderer only*)
商業登記證及公司註冊證書副本(只適用於公司投標者)
- (i) board resolutions of Tenderer; and (ii) copy of most recent Annual Return (*for corporate Tenderer only*)
(i)公司董事會決議副本；及(ii)最近期的週年申報表副本(只適用於公司投標者)

8. I/We acknowledge receipt of a copy of the warning notice under appendix III to the Conditions of Sale and fully understand the contents thereof.

本人/我們已收到出售條款附件 III 所載的警告之副本及完全明白此警告之內容。

9. I/ We, the Tenderer, have read the entire Tender Document and agree to be bound by and confirm my/ acceptance of the terms and conditions under the Tender Document. I/ We further represent and warrant that the information given in this Form of Tender (together its schedule) is in all respects true and accurate in all respects.

本人/我們，投標者，已細閱整份投標文件並同意接受並受制於投標文件的條款與細則。

本人/我們進一步陳述及保證本投標表格(包括其附表)的內容在各方面均為真實及正確。

Signature(s) of Tenderer/ Authorized
Signatory(ies) of the corporate Tenderer:
投標者/公司投標者的授權代表簽署：

Name of Tenderer/ Authorized Signatory(ies) of
the corporate Tenderer:
投標者/公司投標者的授權代表姓名：

Date:
日期：

Schedule to the Form of Tender
投標表格的附表

Particulars of the Tenderer 投標者的詳情	
Name of Tenderer: 投標者姓名：	
HKID No./ Passport No./ Business Registration No. of Tenderer: 投標者香港身份證號碼/護照號碼/商業登記號碼：	
Correspondence Address in Hong Kong of Tenderer: 投標者的香港聯絡地址：	
Telephone number of Tenderer: 投標者的電話號碼：	
Facsimile No. of Tenderer: 投標者的傳真號碼：	
Intermediary (if any) 中介人(如有)	
Name of Estate Agency (if any) appointed by Tenderer: 投標者委託的地產代理(如有)名稱：	
Name of Estate Agent/ Salesperson (if any) appointed by Tenderer: 投標者委託的地產代理人/營業員(如有)名稱：	
Licence No. of Estate Agent/ Salesperson (if any) appointed by Tenderer: 投標者委託的地產代理人/營業員(如有)牌照號碼：	
Contact Details of Estate Agency (if any) appointed by Tenderer: 投標者委託的地產代理的聯絡方式：	
Purchase Price 樓價	
Purchase price (HK\$): 樓價(港幣)：	

Terms of Payment 支付條款

The terms of payment of the Purchase Price is as follows:-
投標者須按以下條款支付樓價：

90-day Payment Plan

90日付款計劃

- (a) HK\$ _____, which is equal to 5% of the Purchase Price, being preliminary deposit shall be paid upon the Vendor's acceptance of this Tender, i.e. the date of the Letter of Acceptance issued by the Vendor;

港幣 _____ 元，即樓價的 5%，為臨時訂金，於賣方接受本投標時(即賣方發出接受通知書當日)支付；

- (b) HK\$ _____, which is equal to 5% of the Purchase Price, being further deposit shall be paid upon my/our signing of the Formal Agreement;

港幣 _____ 元，即樓價的 5%，為進一步訂金，於簽署正式合約時支付；

- (c) HK\$ _____, which is equal to 90% of the Purchase Price, being the balance of the Purchase Price shall be paid on or before the working day falling on the expiry of 90 days from the date of the Letter of Acceptance.

港幣 _____ 元，即樓價的 90%，為樓價的餘款，須於接受通知書發出日期起計的 90 天屆滿的首個工作天當天或之前支付。

If this Tender is accepted by the Vendor, the sale and purchase of the Property shall be completed during office hours on or before the working day falling on the expiry of 90 days from the date of issuance of the Notice of Acceptance by the Vendor.

倘本投標為賣方所接受，則該物業買賣的成交將於接受通知書發出日起計的 90 天屆滿的首個工作天當天或之前的辦公時間進行。

附件

Annex

(附件不屬於招標文件的一部份。)

(The Annex does not form part of the Tender Document.)

1. 贈品、財務優惠或利益的列表
List of gifts, financial advantage or benefits
2. 律師收費表
Legal fees and disbursements table

附件 1

Annex 1

贈品、財務優惠或利益的列表

List of gifts, financial advantage or benefits

1. 賣方將就購買該物業向買方提供以下該支付辦法相關的贈品、財務優惠或利益。
The relevant gifts, financial advantage or benefits of the payment plan will be made available by the Vendor to the Purchaser in connection with the purchase of the Property.
2. 如臨時合約及正式合約因任何原因終止或取消，則賣方提供贈品、財務優惠及利益的協議將無效。
The Vendor's offer to provide the gifts, financial advantage or benefits shall be withdrawn if the Preliminary Agreement and the Agreement is/are terminated or cancelled for whatever reason.
3. 所有提供予買方的贈品、財務優惠或利益予僅對買方有效，且買方無權向任何其它人仕出讓或以任何方式轉讓任何該等贈品、財務優惠或利益。
All the gifts, or financial advantage or benefits to be made available to the Purchaser are personal to the Purchaser and the Purchaser shall have no right to assign or otherwise transfer the same to any other person.
4. 根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠(如有)；而有關還款能力之要求(包括但不限於供款與入息比率之上限)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. 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。
The bank will, in the course of approving any mortgage, take into account the terms and conditions of the second mortgage in accordance with Hong Kong Monetary Authority guidelines. For details, please enquire with the banks.
6. 除非本列表另有定義，招標文件中各用語的定義適用於本贈品、財務優惠或利益的列表的用語。
All capitalized terms in this List of gifts, financial advantage or benefits, unless otherwise defined, shall have the meaning ascribed to them in the Tender Document.

住宅車位優先認購權

PRIORITY OPTION TO PURCHASE RESIDENTIAL PARKING SPACE

- (1) 受制於以下第(2)段，買方可獲認購「該發展項目」內一個住宅車位之優先權利（「車位優先認購權」）。
Subject to paragraph (2) below, the Purchaser shall have a priority option to purchase ONE residential parking space in the Development ("Priority Purchase Option").
- (2) 買方需依照賣方所訂之時限決定是否購買住宅停車位並簽署相關買賣合約，逾時作棄權論，而「車位優先認購權」將會被視為無效。「車位優先認購權」不得轉讓。住宅車位之價單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。住宅車位認購的安排以達成協議方作實。將住宅車位要約出售與否以及何時要約出售，以及要約條款，一概由賣方全權決定。

The Purchaser must decide whether to purchase such a residential parking space in the Development and must enter into a relevant sale and purchase agreement within the period as prescribed by the Vendor, failing which Purchaser will be deemed to have given up the Priority Purchase Option and such Priority Purchase Option shall lapse. The Priority Purchase Option is not transferrable. Price list and sales arrangement of the residential parking space will be determined by the Vendor at its sole and absolute discretion and will be announced later. The arrangement for the Priority Purchase Option is subject to contract. The decision as to whether and when to make offer to sell any residential parking space and the terms of such offer are subject to the sole discretion of the Vendor.

THE LONG BEACH (浪澄灣)

Legal Costs & Disbursements (律師費及雜項費用)

Please bring the following upon signing the Formal Agreement for Sale and Purchase at Mayer Brown JSM of 18th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong (Central MTR Station, Exit K) (Tel. No.2843 2211)

請攜帶以下文件駕臨 香港中環太子大廈十八字樓 (中環地鐵站 K 出口) 孖士打律師行 (2843 2211) 簽署正式買賣合約。

1. Preliminary Agreement for Sale and Purchase 臨時買賣合約
2. Hong Kong Identity Card 香港身份證
3. Cheque in favour of "Mayer Brown JSM" for advance payment (see Note (b)), payment of Agreement plan fee, stamp duty and miscellaneous charges (for details see table below) 支票抬頭請寫「孖士打律師行」, 以支付日後律師費/雜費之預繳(請參閱備忘錄(b)), 買賣合約圖則費, 印花稅及雜項支出 (請參閱收費表)
4. Purchaser's address proof (such as latest bank statement, utility bill, etc) 買家住址證明(例如近期之銀行月結單, 水電費單等)

If Purchaser is a limited company, please also bring the following documents upon signing the formal Agreement for Sale and Purchase:

如買家為有限公司, 請同時攜帶以下文件:

1. Memorandum & Articles of Association 公司章程
2. Certified copy of Form X/D2/AR1/Latest annual return of the Company 最近期之董事名冊鑒證本及公司周年申報表
3. Company Chop 公司印章
4. Board Minutes for the purchase of the premises 購買有關單位之公司董事會議紀錄
5. Certificate of Incorporation of the Company 公司註冊證書的鑒證本
6. Business Registration Certificate 商業登記証

Further Deposit and Balance of Purchase Price shall be paid by **CASHIER ORDER** in favour of "Mayer Brown JSM"

加付訂金及樓價餘款必須以 **銀行本票** 支付, 抬頭請寫「孖士打律師行」

TABLE OF CHARGES (for reference only) - subject to final confirmation and adjustment

收費表 (祇供參考之用須作最後確認及調整)

Type of Documents 文件種類	(A) Legal Costs (律師費)	(B) Fees and disbursements payable by Purchaser 買家支出費用
Agreement for Sale and Purchase 正式買賣合約	(Applicable to purchaser of flat from AP Joy Limited only) To be borne by Developer (exclusive of fees & disbursements specified in (B)) [see Note (a)] (只適用於向 AP Joy Limited 購入單位之買家)由發展商支付 (但不包括(B)項支出費用) [備忘錄 (a)] <i>Remarks: If the Purchaser elects separate representation, the Purchaser shall bear its own legal costs as well as all fees and disbursements. 備註: 如買家選擇另聘律師代表, 則買家須負責有關律師費及支出費用</i>	<ol style="list-style-type: none"> (1) Charges for certified copy title deeds 業權契據認證副本費用 HK\$1,794.00 (2) Registration fee, search fee & misc. expenses 土地註冊處登記費, 土地註冊處查冊費及其他雜費 HK\$610.00 (3) Company search fee (corporate purchaser only) 公司註冊處查冊費(只適用於公司買家) HK\$200.00 (4) Plan fee for Agreement (subject to the final confirmation by the architect) 買賣合約圖則費 (以則師最後收費為準) Flat per set 單位每套 HK\$500.00 Duplex Flat per set 複式單位每套 HK\$1,000.00 Roof per set 天台每套 HK\$500.00 Car Park per set 車位每套 HK\$500.00 (5) Stamp Duty (subject to confirmation by Government) 買賣合約印花稅 (以政府之最後收費為準) see Table 2 (見附表 2) (6) Statutory Declaration to Stamp Office (if necessary) 擬備印花稅署之法定聲明(如需要) HK\$600.00
Assignment 轉讓契約	(Applicable to purchaser of flat from AP Joy Limited only) To be borne by Developer (exclusive of fees & disbursements specified in (B)) (只適用於向 AP Joy Limited 購入單位之買家)由發展商支付 (但不包括(B)項支出費用)	<ol style="list-style-type: none"> (1) Certified copy of Deed of Mutual Covenant with Plans 大廈公契連附圖認證副本費用 HK\$759.00 (2) Registration fee, search fee & misc. expenses 土地註冊處登記費, 土地註冊處查冊費及其他雜費 HK\$850.00 (3) Company search fee (corporate purchaser only) 公司註冊處查冊費(只適用於公司買家) HK\$200.00 (4) Plan fee for Assignment (subject to the final confirmation by the architect) 轉讓契約圖則費 (以則師最後收費為準) Flat per set 單位每套 HK\$2,000.00 Duplex Flat per set 複式單位每套 HK\$4,000.00 Roof per set 天台每套 HK\$2,000.00 Car Park per set 車位每套 HK\$1,500.00 (5) Stamp Duty (subject to confirmation by Government) 轉讓契約印花稅 (以政府之最後收費為準) HK\$100.00 (6) Board Resolution (corporate purchaser only) 公司會議紀錄 (只適用於公司買家) HK\$500.00

THE LONG BEACH (浪澄灣)

Legal Costs & Disbursements (律師費及雜項費用)

Mortgage/ Legal Charge 按揭契	[see Note (d) 備忘錄 (d)]	(1) #Registration fee (each) #土地註冊處登記費(每份)	HK\$450.00
	(1) Loan amount at or less than HK\$5,000,000.00 Legal Cost: HK\$5,000.00 貸款額在伍佰萬元或以下 律師費: HK\$5,000.00	(2) Bankruptcy/Winding-up search fee (each person/ company) 破產/清盤查冊費 (每人/每間公司)	HK\$200.00 each
	(2) Loan amount more than HK\$5,000,000.00 but at or less than HK\$8,000,000.00 Legal Cost: HK\$7,500.00 貸款額超過伍佰萬元但在捌佰萬元或以下 律師費: HK\$7,500.00	(3) Land search fee & misc. expenses 土地註冊處查冊費及其他雜費	HK\$400.00
	(3) Loan amount more than HK\$8,000,000.00 but at or less than HK\$10,000,000.00 Legal Cost: HK\$9,000.00 貸款額超過捌佰萬元但在一仟萬元或以下 律師費: HK\$9,000.00	(4) Company search fee (corporate purchaser only) 公司註冊處查冊費(只適用於公司買家) (每間公司)	HK\$200.00 each
	(4) Loan amount more than HK\$10,000,000.00 Legal Cost : 0.1% of loan amount 貸款額超過一仟萬元或以上 律師費: 貸款額之 0.1%	(5) #Filing fee (each) (for corporate purchaser only) #公司註冊處存檔費(每份) (只限於有限公司)	HK\$340.00
(The above costs for Mortgage/Legal Charge to be borne by the Purchaser) (上述按揭契之律師費由買家支付)	(6) Board Resolution (for corporate purchaser only) 公司會議記錄 (只限於有限公司)	HK\$500.00	
	(7) Particulars of Charge (each) (for corporate purchaser only) 公司註冊處按揭或押記詳情表 (每份) (只限於有限公司)	HK\$1,500.00 each	
	# The above Registration Fee and Filing fee will be subject to the final confirmation by the Government # 上述的登記費及公司註冊存檔費以政府最後收費為準		

Remark: If the bank requires the purchaser to provide guarantor(s) or borrower(s) for obtaining a mortgage, the purchaser may, depending on the actual requirements of the bank, be required to execute additional documents and to pay the following costs :
附註: 若銀行要求買家提供擔保人或借款人以獲得按揭批核,買家可能按銀行要求簽署額外文件,並支付下列費用:

	Legal Costs 律師費
1. Guarantee (each) (if prepared by us) 銀行擔保書(每份) (如貸款人要求本行代為擬備)	HK\$2,500.00 for each Guarantee
2. Warning Notice and Confirmation Letter (if necessary) relating to Guarantee (擬備有關銀行擔保書的忠告及確認書(如需要的話))	HK\$1,500.00 for each Warning Notice and Confirmation Letter
3. Warning Notice and Confirmation Letter (if necessary) in case of Three Party Mortgage (若按揭為三方按揭, 擬備忠告及確認書(如需要的話))	HK\$1,500.00 for each Warning Notice and Confirmation Letter

- Note :
備忘錄 :
- If Purchaser separately purchases a car parking space, legal fee of HK\$2,000 will be applicable (exclusive of registration fee(s), plan fee(s) and other disbursements). 如買家單獨認購車位, 律師費為 HK\$2,000 (不包括登記費、圖則費及其他雜項費用)
 - The Purchaser shall pay an advance payment of HK\$2,300.00 upon signing of the formal Agreement for Sale and Purchase. If the Purchaser shall instruct his own Solicitors in completing the Assignment and/or preparing the Mortgage after signing of the formal Agreement for Sale and Purchase, the said sum will be treated as payment of our costs of preparing the formal Agreement for Sale and Purchase.
買方在簽署正式買賣合約時須先向本行預繳 HK\$2,300.00 以作繳付日後律師費/雜費之用。若買方在簽署正式買賣合約後, 另行聘請自己的代表律師處理樓契及/或按揭契, 該預繳費用將用作支付本行已完成正式買賣合約的律師費。
 - With immediate effect, deferred payment of stamp duty will not be applicable to a chargeable agreement for sale of residential property.
由即時起, 所有住宅物業之買賣協議, 不可申請延期繳納印花稅。
 - Mayer Brown JSM will only act for the mortgagee including bank (but not the Purchaser, the borrower or the guarantor) in the preparation of the Mortgage/Legal Charge and the Guarantee.
孖士打律師行將會只代表包括銀行之按揭承按人(唯並不代表買方, 借款人或擔保人)處理按揭契及擔保書。

Legal Costs & Disbursements (律師費及雜項費用)

Table 1 (附表 1) :- Other charges(其他收費)

(1)	Nomination (加名契) – (preparation or approval)	HK\$2,500.00 each (excluding disbursements)
(2)	Supplemental Agreement (補充合約)	HK\$2,500.00 each (excluding disbursements)
(3)	Power of Attorney (授權書)	HK\$2,500.00 each (excluding disbursements)
(4)	For foreign corporate purchasers:- Obtaining foreign lawyers' opinion (Remark : Charges and out-of-pocket expenses payable to foreign lawyers <u>NOT</u> included) (適用於海外公司買家)另加安排海外律師法律意見之費用 (註：須支付海外律師之律師費、其他收費及支出費用等並不包括在內)	HK\$8,500.00 (excluding disbursements)
(5)	Mortgage costs as quoted above are applicable only for preparation of one single simple security deed (2-Party Mortgage / Legal Charge) for financing the purchase. Preparation of additional security documents e.g. 2 nd Mortgage, Rental Assignment, Share Mortgage, Subordination Agreement, Loan Agreement will be charged on time costs basis. Quotation of costs will be supplied upon request. 上述有關按揭之律師費用只適用於準備一份以物業為抵押之簡單按揭文件。若需準備其他抵押文件(包括第二按揭契、租金轉讓文件、股票按揭/押記、從屬協議、貸款轉讓文件及貸款協議書等)，收費將會按所需時間計算。有關費用之報價可應要求另外提供。	

Table 2 (附表 2) :- Stamp Duty (印花稅)

Special Stamp Duty 「額外印花稅」

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

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

Buyer's Stamp Duty 「買家印花稅」

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

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

Ad valorem stamp duty 「從價印花稅」

Pursuant to the Stamp Duty (Amendment) (No.2) Ordinance 2014 gazetted on 25 July 2014 (“Amendment (No.2) Ordinance 2014”), the applicable stamp duty law has been amended to the effect that (i) any agreement for the acquisition of any residential property or non-residential property executed **on or after 23 February 2013**, either by an individual or a company, will be charged ad valorem stamp duty (“AVD”) at higher rates (Scale 1) and (ii) the charging of AVD on non-residential property transactions shall be advanced from the conveyance on sale to the agreement for sale. Claims for charging AVD at lower rates (Scale 2) for residential properties may be made pursuant to the Amendment (No.2) Ordinance 2014 (e.g. Hong Kong Permanent Resident purchaser who does not own any residential property in Hong Kong).

根據於 2014 年 7 月 25 日刊憲的《2014 年印花稅(修訂)(第 2 號)條例》，任何以個人或公司名義，在 **2013 年 2 月 23 日或以後** 就取得住宅物業或非住宅物業所簽立的買賣協議，均須以較高稅率(第一標準)繳納「從價印花稅」，並且推前向非住宅物業交易徵收「從價印花稅」，由向售賣轉契徵收改為向買賣協議徵收。買家可根據 **2014 年印花稅(修訂)(第 2 號)條例** 申請以較低稅率(第二標準)繳納向住宅物業徵收之「從價印花稅」(例如：買家是香港永久性居民而且在香港沒有擁有任何其他住宅物業)。

On 4 November 2016, the Government announced that the Stamp Duty Ordinance would be amended to further increase the AVD rates for **residential property** transactions to a flat rate of 15%. Under the Government's proposal, 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 therein (e.g. Hong Kong Permanent Resident purchaser who does not own any residential property in Hong Kong), will be subject to the proposed new AVD rate (a flat rate at 15% of the consideration or value of the residential property, whichever is the higher).

政府於 2016 年 11 月 4 日宣佈將修訂《印花稅條例》以進一步調高住宅物業交易的「從價印花稅」稅率至劃一 15%。根據政府的建議，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(例如買家是香港永久性居民而且在香港沒有擁有任何其他住宅物業)，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%。

THE LONG BEACH (浪澄灣)

Legal Costs & Disbursements (律師費及雜項費用)

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

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

Calculation of Ad Valorem Stamp Duty at lower rates (Scale 2)

從價印花稅 - 較低稅率(第二標準)計算方法如下

Consideration 樓價		Ad Valorem Stamp Duty Payable 從價印花稅	
Exceeds 超過	Does not exceed 不超過	HK\$ 港元	
(a)	HK\$2,000,000.00	\$100	
(b)	HK\$2,000,000.00	HK\$2,351,760.00	\$100.00 + 10% of excess over \$2,000,000.00
(c)	HK\$2,351,760.00	HK\$3,000,000.00	1.5%
(d)	HK\$3,000,000.00	HK\$3,290,320.00	\$45,000.00 + 10% of excess over \$3,000,000.00
(e)	HK\$3,290,320.00	HK\$4,000,000.00	2.25%
(f)	HK\$4,000,000.00	HK\$4,428,570.00	\$90,000.00 + 10% of excess over \$4,000,000.00
(g)	HK\$4,428,570.00	HK\$6,000,000.00	3%
(h)	HK\$6,000,000.00	HK\$6,720,000.00	\$180,000.00 + 10% of excess over \$6,000,000.00
(i)	HK\$6,720,000.00	HK\$20,000,000.00	3.75%
(j)	HK\$20,000,000.00	HK\$21,739,120.00	\$750,000.00 + 10% of excess over \$20,000,000.00
(k)	HK\$21,739,120.00		4.25%

Calculation of Ad Valorem Stamp Duty at higher rates (Scale 1)

從價印花稅 - 較高稅率(第一標準)計算方法如下

Consideration 樓價		Ad Valorem Stamp Duty Payable 從價印花稅	
Exceeds 超過	Does not exceed 不超過	HK\$ 港元	
(a)	HK\$2,000,000.00	1.50%	
(b)	HK\$2,000,000.00	HK\$2,176,470.00	\$30,000.00 + 20% of excess over \$2,000,000.00
(c)	HK\$2,176,470.00	HK\$3,000,000.00	3%
(d)	HK\$3,000,000.00	HK\$3,290,330.00	\$90,000.00 + 20% of excess over \$3,000,000.00
(e)	HK\$3,290,330.00	HK\$4,000,000.00	4.5%
(f)	HK\$4,000,000.00	HK\$4,428,580.00	\$180,000.00 + 20% of excess over \$4,000,000.00
(g)	HK\$4,428,580.00	HK\$6,000,000.00	6%
(h)	HK\$6,000,000.00	HK\$6,720,000.00	\$360,000.00 + 20% of excess over \$6,000,000.00
(i)	HK\$6,720,000.00	HK\$20,000,000.00	7.5%
(j)	HK\$20,000,000.00	HK\$21,739,130.00	\$1,500,000.00 + 20% of excess over \$20,000,000.00
(k)	HK\$21,739,130.00		8.5%

Calculation of Ad Valorem Stamp Duty (at proposed new rate) (applicable to residential property only)

從價印花稅(按建議的新稅率)計算方法如下(只適用於住宅物業)

15% of the consideration

樓價的 15%