

TENDER DOCUMENT

招標文件

**INVITATION FOR PURCHASE OF PROPERTY
BY WAY OF PUBLIC TENDER
公開招標承投購買物業**

Tenders are invited for the purchase of the properties in
現招標承投購買以下發展項目之物業

**Valais
天巒**

(being the properties as set out in the Sales Arrangements (as defined in the Tender Notice), unless
previously withdrawn or sold)
(即賣方發出的銷售安排(定義見招標公告)內之物業,但若在招標截止時限之前已被撤回或
出售則除外)

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

在招標期間(定義見招標公告),投標書須放入普通信封內,信封面上清楚註明「天巒」,放入
位於售樓處(定義見招標公告)擺放的標示為「天巒公開招標」的投標箱內。

Vendor: **Billion Great Investment Limited**
賣方: 兆興投資有限公司
45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong
香港港灣道 30 號新鴻基中心 45 樓

Vendor's solicitors: **Woo Kwan Lee & Lo**
賣方律師: 胡關李羅律師行
Room 2801, 28th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai,
Hong Kong
香港灣仔港灣道 30 號新鴻基中心 28 字樓 2801 室

Wong & Poon
王潘律師行
20/F, 19/F & Room 18A, Yuen Long Trade Centre, 99-109 Castle Peak Road,
Yuen Long, New Territories, Hong Kong
香港新界元朗青山公路 99-109 號元朗貿易中心 20 樓、19 樓及 18A 室

Vendor's agent: **Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited**
賣方代理人: 新鴻基地產(銷售及租賃)代理有限公司
45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong
香港港灣道 30 號新鴻基中心 45 樓
Enquiry Hotline: 3119 0008
查詢熱線: 3119 0008

PART 1: TENDER NOTICE

第 1 部份：招標公告

1. Definitions

定義

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

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：

“Acceptance Period” 「承約期間」	means the period between the commencement date of submission of tender and the date which is the thirtieth (30th) working day after the closing of tender (both dates inclusive); 指由遞交投標書的招標開始日期至招標截止日期後的第 30 個工作日（包括首尾兩日）的期間；
“Agreement” 「正式合約」	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; 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；
“Conditions of Sale” 「出售條款」	means the Conditions of Sale set out in Part 2 of this Tender Document; 指本招標文件第 2 部份的出售條款；
“Letter of Acceptance” 「接納書」	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice; 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；
“Offer Form” 「要約表格」	means the Offer Form set out in Part 3 of this Tender Document; 指本招標文件第 3 部份的要約表格；
“Property” 「該物業」	means, if and when this Tender Document is accepted by the Vendor, the Tendered Property; 指如果及一旦本招標文件獲得賣方接納時的該投標物業；
“Property for Tender” 「該招標物業」	means all or any of the properties as set out in the Sales Arrangements; 指銷售安排內列出的所有或任何物業；
“Purchase Price” 「樓價」	means, if and when this Tender Document is accepted by the Vendor, the Tender Price; 指如果及一旦本招標文件獲得賣方接納時的投標價；
“Purchaser” 「買方」	means the successful Tenderer whose tender in respect of the Tendered Property is accepted by the Vendor; 指中標者，其對該投標物業的投標書獲得賣方接納；

<p>“Sales Arrangements” 「銷售安排」</p>	<p>means any one or more of the Information on Sales Arrangements for sale by tender issued by the Vendor for the Development from time to time (as the same may be revised by the Vendor from time to time)</p> <p>指任何一份或多份賣方不時發出的發展項目以招標方式出售的銷售安排資料(及賣方不時對其作出修改的銷售安排資料)</p>
<p>“Sales Office” 「售樓處」</p>	<p>means, in respect of each Property for Tender, the place where the sale will take place as set out in the Sales Arrangements</p> <p>就每一個招標物業而言，指載於銷售安排適用於招標物業的出售地點</p>
<p>“Tender Closing Date” 「招標截止日期」</p>	<p>means, in respect of each Property for Tender, the tender closing date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;</p> <p>就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標截止日期及時間；</p>
<p>“Tender Commencement Date” 「招標開始日期」</p>	<p>means, in respect of each Property for Tender, the tender commencement date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;</p> <p>就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標開始日期及時間；</p>
<p>“Tender Document” 「招標文件」</p>	<p>means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Annex);</p> <p>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）；</p>
<p>“Tender Notice” 「招標公告」</p>	<p>means the Tender Notice set out in Part 1 of this Tender Document;</p> <p>指本招標文件第 1 部份的招標公告；</p>
<p>“Tender Period” 「招標期間」</p>	<p>means, in respect of each Property for Tender, the period between the Tender Commencement Date and Tender Closing Date;</p> <p>就每一個該招標物業而言，指招標開始日期至招標截止日期的期間；</p>
<p>“Tender Price” 「投標價」</p>	<p>means the price tendered for the Tendered Property as specified in the Schedule to the Offer Form;</p> <p>指要約表格的附表中訂明投購該投標物業的價格；</p>
<p>“Tendered Property” 「該投標物業」</p>	<p>means the properties as specified in the Schedule to the Offer Form;</p> <p>指要約表格的附表中訂明的物業；</p>
<p>“Tenderer” 「投標者」</p>	<p>means the person who is specified in the Schedule to the Offer Form as the tenderer;</p> <p>指要約表格的附表中訂明為投標者的人士；</p>

<p>“Vendor” 「賣方」</p>	<p>means Billion Great Investment Limited; and 指兆興投資有限公司；及</p>
<p>“Vendor’s solicitors” 「賣方律師」</p>	<p>means any one of the following firms to be designated by the Vendor at its sole and absolute discretion:- 指賣方單獨絕對酌情決定下指定的以下任何一家律師行：</p> <p>-</p> <ul style="list-style-type: none"> • Woo Kwan Lee & Lo 胡關李羅律師行 Room 2801, 28th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong 香港灣仔港灣道 30 號新鴻基中心 28 字樓 2801 室 • Wong & Poon 王潘律師行 20/F, 19/F & Room 18A, Yuen Long Trade Centre, 99-109 Castle Peak Road, Yuen Long, New Territories, Hong Kong 香港新界元朗青山公路 99-109 號元朗貿易中心 20 樓、19 樓及 18A 室

2. Procedures of Tender **招標程序**

- 2.1 The Vendor invites tenders for the purchase of the Property for Tender on the terms and conditions contained in this Tender Document.
賣方現按照載於本招標文件的條款及條件招標承投購買該招標物業。
- 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.
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 The Vendor reserves the right to, at any time before the Tender Closing Date, accept any tender submitted.
賣方保留權利在招標截止日期之前的任何時間接受任何已遞交之投標書。
- 2.4 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Property for Tender from sale or to sell or dispose all or any of the Property for Tender or any part thereof to any person by any method (including without limitation private treaty, tender and auction).
賣方保留權利在接受任何投標書之前的任何時間撤回全部或任何該招標物業不予出售，或將全部或任何該招標物業或其任何部份以任何方法（包括但不限於私人協約、投標及拍賣）售予任何人。
- 2.5 The Vendor reserves the right to adjust the Tender Closing Date and time of the tender of any of the Property for Tender.
賣方保留權利更改任何該招標物業的招標截止日期及時間。
- 2.6 Tenderers should note the Vendor’s solicitors do not act for any Tenderer in the process of this tender.
投標者須注意賣方律師在本招標過程中不代表任何投標者。

2.7 If the Tenderer has indicated on the Schedule to the Offer Form to purchase more than one (1) Property for Tender :-

如果投標者在要約表格的附表中已顯示購買超過一個該招標物業：

- (a) he/she/it must fill in one lump sum Tender Price for all such Tendered Property in the Schedule to the Offer Form; and
他／她／它必須在要約表格的附表中一筆過填寫全部該投標物業的投標價；及
- (b) this Tender Document is deemed to be submitted on the basis that the Vendor will accept the tender for the purchase of **ALL** such Tendered Property together and the Purchaser will be required to sign only one (1) Agreement covering all such Tendered Property.
本招標文件當作基於賣方將會接納投標一併購買**全部**該投標物業，以及買方只須簽署一份包括全部該投標物業的正式合約而遞交。

2.8 A tender must be:-

投標書必須：

- (a) made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) duly completed and signed;
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）；
- (b) accompanied with the following documents:-
連同以下文件：

- (i) Cashier order(s)
銀行本票

One or more cashier order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance in the amount equal to **5%** of the Tender Price for the Tendered Property, such sum being the **preliminary deposit** for the tender, made payable to “**WOO KWAN LEE & LO**”.

由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的一張或多張銀行本票，金額為該投標物業的投標價的 **5%**，該金額須作為投標的**臨時訂金**，抬頭寫「**胡關李羅律師行**」。

- (ii) Tenderer's identification document
投標者的身份證明文件

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

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。

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

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

- (iii) Intermediary's licence (if applicable)
中介人的牌照（如適用）

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

投標者委託的地產經紀的牌照複印本。

- (iv) Documentary proof of Close Relative relationship (if applicable)
近親關係的證明文件（如適用）

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

如投標者的近親已遞交相關投標書，近親關係的證明文件（例如：身份證、出世紙、結婚證書等）副本。

- (v) Documents in Annex, duly signed and completed by the Tenderer
由投標者填妥並簽署的附件的文件

- (1) Warning to Purchasers
對買方的警告
- (2) Vendor's Information Form
賣方資料表格
- (3) Acknowledgement Letter Regarding Stamp Duty
關於印花稅的確認信
- (4) Letter Regarding Stamp Duty Express, Guarantee and Indemnity by Shareholder(s) of Purchaser and Guarantee and Indemnity by Director(s) of Purchaser (For Tenderer electing payment plan with Stamp Duty Express only)
關於印花稅直送的信件、買方股東之擔保及彌償及買方董事之擔保及彌償（只適用於選擇有印花稅直送的付款計劃的投標者）
- (5) Acknowledgement Letter Regarding Viewing of Property
關於參觀物業的確認信
- (6) Acknowledgement Letter Regarding Marble
關於雲石的確認信
- (7) Agreement Plan
正式合約圖則
- (8) Personal Information Collection Statement
個人資料收集聲明
- (9) Acknowledgement Letter Regarding Financing Plans
關於財務計劃的確認書

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

請不要於本第(v)分段所述的任何文件內填上日期。

- (c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope “**Valais**”; and
放入普通信封內，信封面上書明賣方收啓，並清楚註明「**天巒**」；及
- (d) placed in the tender box labelled “**Public Tender For Valais**” placed at the Sales Office during the Tender Period.
於招標期間放入位於售樓處擺放的標示為「**天巒公開招標**」的投標箱內。

In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced or is still in effect after 9:00 a.m. on the closing date of the tender, the closing date of the tender will be extended to 8:00 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.

若在招標截止日期上午 9 時正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下午 8 時正（而當天亦沒有黑色暴雨警告或八號或以上颱風信號發出）。

- 2.9 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 the preliminary deposit towards and applied in part payment of the Purchase Price. All other cashier order(s) will be returned by personal delivery or by post, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the address stated in their tenders.

在賣方對收到的投標書作出決定前，所有銀行本票不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票將視作臨時訂金，以支付樓價的部份款項。所有其他銀行本票將於承約期間屆滿後起計 14 日內，按投標書所載地址以專人送達、或通過郵遞方式退還予落選投標者。

- 2.10 (a) 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.
投標者須親身簽署要約表格及其他文件（如投標者為公司，須由其董事簽署），並視作為主事人。

(b) 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.
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) 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).
要約表格中指定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。

- 2.11 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Document, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.

作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間隨時接納投標。投標書根據本招標文件的程序一經遞交，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) 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.

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. Acceptance of Tender 接納投標

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Tendered Property.
投標書如獲接納，中標者即成為該投標物業之買方。
- 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.
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 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor’s solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for inspection during the Tender Period at the Sales Office. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments. Where the Property comprises more than one (1) property, (a) the Purchaser will sign only one (1) Agreement covering all of the Property; and (b) the Vendor will not and is not obliged to apportion the Purchase Price for each of the Property.
在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式的正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於招標期間在售樓處審閱。為免疑問，買方將被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。如該物業由多個一個物業組成，(a)買方只須簽署一份包括全部該物業的正式合約，及(b)賣方不會及無責任為每一個該物業的樓價進行分攤。
- 3.4 (a) In the event that the Purchaser intends to execute the Agreement by his/her attorney on his/her behalf :-
如買方有意以其授權人代表其簽署正式合約：-
- (i) the Vendor's solicitors will not act for the Purchaser in the sale and purchase of the Property and the Purchaser shall instruct his/her own solicitors to act for him/her; and
賣方律師將不會於買賣該物業事宜中代表買方，買方須另聘律師作為其代表；及
- (ii) the relevant power of attorney is required to be approved by the Vendor.
相關授權書須由賣方事先批准。
- (b) All loan applications made to the Vendor’s designated financing company, loan documents and ancillary documents (collectively the “**Loan Documents**”) shall be signed by the Purchaser personally. No attorney can be accepted for the purpose of signing the Loan Documents.
所有向賣方之指定財務機構作出的貸款申請、貸款文件及附帶文件（統稱「**貸款文件**」）須由買方親身簽署。以授權人簽署貸款文件不會被接受。

4. Miscellaneous 其他事項

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property for Tender and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property. All enquiries should be directed

to the Vendor's agent, Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited, of 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Enquiry Hotline: 3119 0008).

投標者宜注意，賣方只會回答關於該招標物業的一般問題，而不會就本招標文件或關於該物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方的代理人新鴻基地產（銷售及租賃）代理有限公司，地址為香港灣道 30 號新鴻基中心 45 樓（查詢熱線：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.

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 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.

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 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.

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。

PART 2: CONDITIONS OF SALE

第 2 部分：出售條款

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

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：

“**Development**”
「發展項目」 means Valais.
指天巒。

“**this Preliminary Agreement**”
「本臨時合約」 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.
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. 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.

招標文件連同接納書構成賣方與買方就買賣該物業的有約束力的協議。賣方須以樓價並按本臨時合約所載條款及條件出售該物業，而買方須以樓價並按本臨時合約所載條款及條件購買該物業。

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) in accordance with the terms of the Agreement.

買賣須根據正式合約的條款於辦公時間（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. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-

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) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance;

由買方於接納書的日期之後的第 5 個工作日或之前簽立；及

(b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.

由賣方於接納書的日期之後的第 8 個工作日或之前簽立。

5. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.

須就本臨時合約、正式合約及轉讓契支付的從價印花稅（如有的話），由買方承擔。

6. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.

須就本臨時合約、正式合約及轉讓契支付的額外印花稅（如有的話），由買方承擔。

7. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as

stakeholders.

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. The Purchaser shall attend the office of the Vendor's solicitors together with the Tender Document and the Letter of Acceptance within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor's solicitors without amendment; (ii) to pay the sum abovementioned as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement as set out in clause 18.

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 18 條所載就正式合約應付之所有印花稅。

9. If the Purchaser fails to sign the Agreement within 5 working days after the date of the Letter of Acceptance:-

如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：

- (a) this Preliminary Agreement is terminated;
本臨時合約即終止；
- (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
買方支付的臨時訂金，即被沒收歸於賣方；及
- (c) the Vendor does not have any further claim against the Purchaser for the failure.
賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。

10. The measurements of the Property are set out in the attached Schedule 1.

該物業的量度尺寸載列於附表 1。

11. The sale and purchase of the Property includes the fittings, finishes and appliances as set out in the attached Schedule 2.

該物業的買賣包括的裝置、裝修物料及設備載列於附表 2。

12. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.

在不損害《物業轉易及財產條例》（第 219 章）第 13 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。

13. The Purchaser acknowledges receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 14 and fully understands its contents.

買方確認已收到第 14 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。

14. For the purposes of clause 13, the following is the "Warning to Purchasers"–

就上述第 13 條而言，「對買方的警告」內容如下—

- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.

如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。

- (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
- (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
- (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have 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。
15. If the Purchaser shall also instruct the Vendor's solicitors to act for him in respect of the purchase of the Property, the Vendor shall bear such solicitors' legal fees in respect of the Agreement and the subsequent Assignment in favour of the Purchaser.
若買方亦聘用賣方之律師行為買方在該物業買賣之代表律師，賣方將承擔該律師行在處理正式合約及其後買方受益的轉讓契之法律費用。
16. If the Purchaser chooses to instruct his own solicitors to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment.
若買方選擇另聘律師代表其買入該物業，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。
17. All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment to the Purchaser shall be borne and paid by the Purchaser.
買方律師有關處理、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的律師費用及代墊付費用，全部由買方承擔及支付。
18. All stamp duty (including without limitation any ad valorem stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong)) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.
有關本臨時合約及／或正式合約及／或轉讓契之所有印花稅（包括但不限於根據香港法例第 117 章《印花稅條例》可予徵收的從價印花稅），一概由買方承擔及支付。
19. All plan fees, the costs of certified copies of the relevant title deeds including plan fees for such

certified copies, search fees, registration fees and other disbursements shall be borne by the Purchaser. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any mortgage of the Property.

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、註冊費及其他代墊付費用均須由買方承擔。一切有關該物業按揭之法律費用及代墊付費用，均由買方支付及承擔。

20. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.
如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
21. The Purchaser shall before delivery of vacant possession of the Property by the Vendor pay to the Manager or the Vendor all management fee deposit, special fund, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the Deed of Mutual Covenant and Management Agreement and the Purchaser shall reimburse the Vendor for all payment including without limitation all utilities deposits already paid by the Vendor in respect of the Property.
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須繳付之其他按金及費用，買方並須償還賣方代該物業已支付的上述費用包括但不限於水電煤按金。
22. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
買方如有更改地址或電話，須以書面通知賣方。
23. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
該物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。
24. Time shall in every respect be of the essence of this Preliminary Agreement.
買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
25. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章) (「該條例」) 強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。
(b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
本條第(a)款只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) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third

party (as defined in the CRTPO) pursuant to the CRTPO:-

若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者（在該條例定義）可依據該條例強制執行任何該等條款時：

- (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷（倘若撤銷權存在），而該條例第 6(1)條將不適用於本臨時合約；及
- (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.
賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。

26. 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 clause (a) of each Property set out in Schedule 1 is calculated in accordance with section 8(3) of that Ordinance; and
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) 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.
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。

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

In this Schedule 1, only the measurements of the Property purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement.

在本附表 1，買方根據本臨時合約購買的物業之量度尺寸才適用於本臨時合約。

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

Property: House No. 1 of Bern Avenue, Valais, Nos.28 & 33 Kwu Tung Road, Sheung Shui, New Territories, Hong Kong
該物業: 香港新界上水古洞路 28 號及 33 號天籟伯恩大道 1 號洋房

(a) the saleable area of the Property is 該物業的實用面積為	503.283	square metres/ 平方米／	5417	square feet of which— 平方呎，其中—
	6.292	square metres/ 平方米／	68	square feet is the floor area of the balcony; 平方呎為露台的樓面面積；
	* XXX	square metres/ 平方米／	XXX	square feet is the floor area of the utility platform; 平方呎為工作平台的樓面面積；
	* XXX	square metres/ 平方米／	XXX	square feet is the floor area of the verandah; and 平方呎為陽台的樓面面積；及
(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	XXX	square metres/ 平方米／	XXX	square feet; 平方呎；
* the area of the bay window is 窗台的面積為	XXX	square metres/ 平方米／	XXX	square feet; 平方呎；
* the area of the cockloft is 閣樓的面積為	XXX	square metres/ 平方米／	XXX	square feet; 平方呎；
* the area of the flat roof is 平台的面積為	XXX	square metres/ 平方米／	XXX	square feet; 平方呎；
* the area of the garden is 花園的面積為	803.790	square metres/ 平方米／	8652	square feet; 平方呎；
* the area of the parking space is 停車位的面積為	42.206	square metres/ 平方米／	454	square feet; 平方呎；
* the area of the roof is 天台的面積為	117.986	square metres/ 平方米／	1270	square feet; 平方呎；
* the area of the stairhood is 梯屋的面積為	XXX	square metres/ 平方米／	XXX	square feet; 平方呎；
* the area of the terrace is 前庭的面積為	79.803	square metres/ 平方米／	859	square feet; 平方呎；
* the area of the yard is 庭院的面積為	XXX	square metres/ 平方米／	XXX	square feet; 平方呎；

* Delete as appropriate
將不適用者刪去

Schedule 1 to Conditions of Sale

出售條款附表1

In this Schedule 1, only the measurements of the Property purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement.

在本附表 1，買方根據本臨時合約購買的物業之量度尺寸才適用於本臨時合約。

The measurements of the Property are as follows—

該物業的量度尺寸如下—

Property: House No. 2 of Bern Avenue, Valais, Nos.28 & 33 Kwu Tung Road, Sheung Shui, New Territories, Hong Kong
 該物業: 香港新界上水古洞路 28 號及 33 號天巒伯恩大道 2 號洋房

(a) the saleable area of the Property is 該物業的實用面積為	377.599	square metres/ 平方米／	4064	square feet of which— 平方呎，其中—
	7.937	square metres/ 平方米／	85	square feet is the floor area of the balcony; 平方呎為露台的樓面面積；
	* XXX	square metres/ 平方米／	XXX	square feet is the floor area of the utility platform; 平方呎為工作平台的樓面面積；
	* XXX	square metres/ 平方米／	XXX	square feet is the floor area of the verandah; and 平方呎為陽台的樓面面積；及
(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	XXX	square metres/ 平方米／	XXX	square feet; 平方呎；
* the area of the bay window is 窗台的面積為	XXX	square metres/ 平方米／	XXX	square feet; 平方呎；
* the area of the cockloft is 閣樓的面積為	XXX	square metres/ 平方米／	XXX	square feet; 平方呎；
* the area of the flat roof is 平台的面積為	XXX	square metres/ 平方米／	XXX	square feet; 平方呎；
* the area of the garden is 花園的面積為	538.276	square metres/ 平方米／	5794	square feet; 平方呎；
* the area of the parking space is 停車位的面積為	42.642	square metres/ 平方米／	459	square feet; 平方呎；
* the area of the roof is 天台的面積為	100.149	square metres/ 平方米／	1078	square feet; 平方呎；
* the area of the stairhood is 梯屋的面積為	XXX	square metres/ 平方米／	XXX	square feet; 平方呎；
* the area of the terrace is 前庭的面積為	53.140	square metres/ 平方米／	572	square feet; 平方呎；
* the area of the yard is 庭院的面積為	XXX	square metres/ 平方米／	XXX	square feet; 平方呎；

* Delete as appropriate
將不適用者刪去

Schedule 1 to Conditions of Sale

出售條款附表1

In this Schedule 1, only the measurements of the Property purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement.

在本附表 1，買方根據本臨時合約購買的物業之量度尺寸才適用於本臨時合約。

The measurements of the Property are as follows—

該物業的量度尺寸如下—

Property: House No. 2 of Rhein Avenue, Valais, Nos.28 & 33 Kwu Tung Road, Sheung Shui, New Territories, Hong Kong
 該物業: 香港新界上水古洞路 28 號及 33 號天巒萊茵河大道 2 號洋房

(a) the saleable area of the Property is 該物業的實用面積為	377.599	square metres/ 平方米／	4064	square feet of which— 平方呎，其中—
	7.937	square metres/ 平方米／	85	square feet is the floor area of the balcony; 平方呎為露台的樓面面積；
	* XXX	square metres/ 平方米／	XXX	square feet is the floor area of the utility platform; 平方呎為工作平台的樓面面積；
	* XXX	square metres/ 平方米／	XXX	square feet is the floor area of the verandah; and 平方呎為陽台的樓面面積；及
(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	XXX	square metres/ 平方米／	XXX	square feet; 平方呎；
* the area of the bay window is 窗台的面積為	XXX	square metres/ 平方米／	XXX	square feet; 平方呎；
* the area of the cockloft is 閣樓的面積為	XXX	square metres/ 平方米／	XXX	square feet; 平方呎；
* the area of the flat roof is 平台的面積為	XXX	square metres/ 平方米／	XXX	square feet; 平方呎；
* the area of the garden is 花園的面積為	475.938	square metres/ 平方米／	5123	square feet; 平方呎；
* the area of the parking space is 停車位的面積為	42.642	square metres/ 平方米／	459	square feet; 平方呎；
* the area of the roof is 天台的面積為	100.149	square metres/ 平方米／	1078	square feet; 平方呎；
* the area of the stairhood is 梯屋的面積為	XXX	square metres/ 平方米／	XXX	square feet; 平方呎；
* the area of the terrace is 前庭的面積為	53.140	square metres/ 平方米／	572	square feet; 平方呎；
* the area of the yard is 庭院的面積為	XXX	square metres/ 平方米／	XXX	square feet; 平方呎；

* Delete as appropriate
將不適用者刪去

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

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

External Wall – 外牆	Natural stone and wall tile, glass cladding, fluorocarbon coating aluminium cladding and grille. 天然石材及瓦片，裝設玻璃面板，氟化炭噴塗鋁質面板及格柵。
Internal Wall – 內牆	<p>Internal walls of Living Room, Dining Room and Bedrooms are finished with emulsion paint. Except the following house: 客廳，飯廳及睡房內牆髹乳膠漆。以下洋房除外：</p> <p>For Chur Avenue House No. 2: 庫爾大道 2 號洋房：</p> <p>Internal walls of Living Room and Dining Room are finished with wallpaper and natural stone. 客廳及飯廳之內牆鋪砌牆紙及天然石材。</p> <p>Internal walls of Master Bedroom and Bedroom 2 are finished with wallpaper. 主人睡房及睡房 2 之內牆鋪砌牆紙。</p> <p>Internal walls of Ensuite 1 is finished with wallpaper and fabric upholstery. 套房 1 之內牆鋪砌牆紙及布飾。</p> <p>Internal walls of staircase is finished with wallpaper and mirror. 樓梯之內牆鋪砌牆紙及鏡面。</p>
Flooring – 地板	<p>Natural stone flooring and skirting for Living Room and Dining Room. Oak engineered timber flooring and solid timber skirting for Bedrooms. Except the following house: 客廳及飯廳設天然石材地台及天然石材牆腳線。睡房設橡木複合地板及實木牆腳線。以下洋房除外：</p> <p>For Chur Avenue House No. 2: 庫爾大道 2 號洋房：</p> <p>Carpet and timber skirting for Master Bedroom and Family Room. 主睡房和家庭廳設地毯及木牆腳線。</p>
Door – 門	<p>Main Entrance Door 大門</p> <p>Aluminum storm door and door frame finished with fluorocarbon coating, clear glass and lockset. 氟化炭噴塗鋁防風門及門框，鑲清玻璃及裝配門鎖。</p> <p>Double leaf solid core timber door, timber door frame and architrave veneered with oak, and fitted with lockset and concealed door closer. 實心雙掩木門、木門框及封口線配以橡木皮飾面，裝有門鎖及暗藏式氣鼓。</p> <p>Bedrooms, Bathrooms and Store Room Doors 睡房，浴室及儲物室門</p> <p>Hollow core timber door, timber door frame and architrave veneered with oak, and fitted with lockset. 空心木門、木門框及封口線配以橡木皮飾面，裝有門鎖。</p> <p>For Bedrooms and Bathrooms at Chur Avenue House no. 2, painted hollow core timber door, timber frame, architrave are provided, and fitted with lockset. 庫爾大道 2 號洋房之睡房和浴室：裝有髹上油漆的空心木門、木門框及封口線，並裝有門鎖。</p> <p>For Bathroom in Ensuite 1 at Chur Avenue House no.2, acrylic sheet sliding door with metal door frame is installed. 庫爾大道 2 號洋房之套房 1 的浴室：裝有金屬門框亞加力膠趟門。</p> <p>For Store Room at Chur Avenue House no. 2, painted hollow core timber door with mirror finish facing kitchen, timber door frame and architrave are installed and fitted with lockset. 庫爾大道 2 號洋房之儲物室：裝有髹上油漆的空心木門、木門框及封口線，向廚房面為鏡面，並裝有門鎖。</p>

Door –
門

Master Bathroom Door

主浴室門

Glazed sliding timber door frame and architrave are veneered with oak, and fitted with lockset.
玻璃趟門配以橡木皮飾面之木門框及封口線，裝有門鎖。

For Bern Avenue House no. 1, double leaf hollow core timber door, door frame and architrave are veneered with oak, and fitted with lockset.

伯恩大道 1 號洋房：雙掩橡木面空心木門、門框及封口線，裝有門鎖。

For Bern Avenue House no. 2 & Rhein Avenue House no. 2, glazed door with timber door frame and architrave are veneered with oak, and fitted with lockset.

伯恩大道 2 號洋房及萊茵河大道 2 號洋房：玻璃掩門配以橡木皮飾面之木門框及封口線，裝有門鎖。

For Chur Avenue House no. 2, acrylic sheet sliding door with metal door frame is installed.

庫爾大道 2 號洋房：裝有金屬門框亞加力膠趟門。

Kitchen Door

廚房門

Solid core timber door, timber door frame and architrave veneered with oak, and fitted with fire-rated glass panel, concealed door closer. (Rhein Avenue House no. 2 installed with lockset.)

實心木門、木門框及封口線均配以橡木皮飾面，鑲配防火玻璃，裝有暗藏式氣鼓。(萊茵河大道 2 號洋房裝有門鎖)

For Bern Avenue House no. 1:

伯恩大道 1 號洋房：

No kitchen door is provided.

不設廚房門。

For Chur Avenue House no. 2:

庫爾大道 2 號洋房：

Solid core timber door, timber door frame and architrave are painted, and fitted with door closer.

裝有髹上油漆的實心木門、木門框及封口線，並裝有氣鼓。

Doors to Terrace, Garden and Balcony

門進出前庭、花園及露台

Glazed door with aluminium door frame, and fitted with lockset.

玻璃門配以鋁門框，裝有門鎖。

Door to Roof

門進出天台

Glazed door with aluminium door frame, and fitted with lockset.

玻璃門配以鋁門框，裝有門鎖。

Bathroom –
浴室

Natural stone and glass panel for exposed walls, natural stone for exposed floors. Suspended gypsum board false ceiling finished with emulsion paint.

牆身外露處鋪砌天然石材及玻璃，地台外露處鋪砌天然石材。石膏板假天花髹乳膠漆。

For Bern Avenue House No. 1:

伯恩大道 1 號洋房：

Suspended gypsum board false ceiling finished with emulsion paint and aluminium ceiling.

石膏板假天花髹乳膠漆及鋁質天花。

Fitted with natural stone countertop, wooden cabinet and glass mirror.

裝設天然石材枱面，木製儲物櫃及玻璃鏡。

Fittings and equipment include ceramic wash basin with chrome plated wash basin mixer, vitreous china water closet, chrome plated shower set (for bathrooms with shower), chrome plated bath mixer (for bathrooms with bath tub).

裝置及設備包括陶瓷洗手盆配鍍鉻洗手盆水龍頭，陶瓷坐廁，淋浴間裝設鍍鉻花灑套裝（只適用於有淋浴間的浴室），鍍鉻浴缸水龍頭（只適用於有浴缸的浴室）。

Kitchen –
廚房

Natural stone and glass panel finishes for exposed walls, natural stone for exposed floors and suspended gypsum board false ceiling finished with emulsion paint.

牆身外露處鋪砌天然石材及玻璃板，地台外露處鋪砌天然石材，石膏板假天花髹乳膠漆。

For Bern Avenue House nos. 1, 2, Rhein Avenue House no. 2 and Chur Avenue House no. 2:

伯恩大道 1, 2 號洋房、萊茵河大道 2 號洋房及庫爾大道 2 號洋房：

No glass panel is provided.

不設玻璃板。

Cooking bench finished with Formica Stone. Except the following house:

灶台鋪砌人造石。以下洋房除外：

For Chur Avenue House no. 2:

庫爾大道 2 號洋房：

Cooking bench finished with natural stone.

灶台鋪砌天然石材。

Other
Provisions –
其他裝備

i) Air-conditioners for Living Room, Dining Room, Bedrooms, Kitchen and Store Room;
客廳、飯廳、睡房、廚房及儲物室設有冷氣機；

ii) Gas hob, cookerhood, microwave oven, oven, wine cellar and refrigerator for Kitchen
廚房設有煤氣煮食爐、抽油煙機、微波爐、焗爐、酒櫃及雪櫃

For Zurich Avenue House no. 12, 17, 20, Bern Avenue House no. 1, 2 and Rhein Avenue House no. 2:

蘇黎世大道 12, 17, 20 號洋房、伯恩大道 1, 2 號洋房及萊茵河大道 2 號洋房：

Dishwasher for Kitchen

廚房設有洗碗碟機

For Bern Avenue House no. 1, 2 and Rhein Avenue House no. 2:

伯恩大道 1, 2 號洋房及萊茵河大道 2 號洋房：

Electric grill, induction cook and steamer for Kitchen;

廚房設有電烤爐、電磁爐及蒸爐；

iii) LCD TV for Kitchen. Except the following house:

廚房裝設液晶顯示屏。以下洋房除外：

Bern Avenue House no. 1;

伯恩大道 1 號洋房；

iv) Washer and dryer for Store Room ;

儲物室設有洗衣機及乾衣機；

v) Telephone points are installed in Living room and all Bedrooms;

客廳及所有睡房裝設電話插座；

vi) Concealed conduit with socket, TV/FM outlet and switch

暗藏式供電導管及裝有電插座、電視/電台插座及電掣

[End of Part 2: Conditions of Sale]

[第 2 部分：出售條款完]

PART 3: OFFER FORM

第 3 部份：要約表格

(To be completed by the Tenderer)
(由投標者填寫)

To: **The Vendor**
致：賣方

1. Offer
要約

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

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

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

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

2. Binding agreement if offer is accepted
如要約獲接納將構成有效協議

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.

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

3. Address for receipt of Letter of Acceptance
收取接納書的地址

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

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

4. Declarations, representations and warranties
聲明、陳述及保證

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

本人／我們現向賣方聲明、陳述及保證如下：

- (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.**

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

除樓價、提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買該投標物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。

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

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）。

Schedule to the Offer Form
要約表格的附表

(To be completed by the Tenderer)
(由投標者填寫)

<i>Section 1 – Particulars of the Tenderer</i> <i>第1節 – 投標者的資料</i>			
Name 名稱			
ID/Passport/BR No. 身份證／護照／商業登記證號碼			
Address/Registered office 地址／註冊辦事處			
Hong Kong Correspondence address (if different from above) 香港通訊地址（如與上面不同）			
Contact details 聯絡資料	Name 聯絡人		
	Telephone 電話		Fax 傳真

<i>Section 2 – Tendered Property</i> <i>第2節 – 投標物業</i>		
	Avenue/Boulevard 大道	House No. 洋房號數
1.		
2.		

<i>Section 3 – Tender Price</i> <i>第3節 – 投標價</i>			
Tender price (HK\$) 投標價（港幣）			
Cashier order 銀行本票	Amount (HK\$) 金額（港幣）	Bank 銀行	Cashier order no. 本票編號

Section 4 – Payment plan
 第 4 節 – 付款計劃

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

投標者須選擇下列其中一種付款計劃。（†請只剔一種付款計劃）

If the Tendered Property comprises more than one (1) property, the Tenderer must choose the same payment plan for all the Tendered Property.

如投標物業有多於一個物業，投標者須就全部投標物業選擇相同的付款計劃。

† **TG1**

720 Days (Early Move-in) Payment Plan (TG1)
720 日（提前入住）付款計劃（TG1）

Terms of Payment
支付條款

Subject to the proviso regarding the Stamp Duty Express below#, the Purchase Price of the Property shall be paid by the Purchaser to the Vendor in the manner as follows –

在下文所述有關印花稅直送的但書所規限下#，該物業的樓價須由買方按以下方式支付予賣方—

- A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance)
 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
- 5% of the Purchase Price shall be paid within 120 days after the date of the Letter of Acceptance
 樓價 5% 於接納書的日期後 120 日內繳付
- 2.5% of the Purchase Price shall be paid within 360 days after the date of the Letter of Acceptance
 樓價 2.5% 於接納書的日期後 360 日內繳付
- 2.5% of the Purchase Price shall be paid within 540 days after the date of the Letter of Acceptance
 樓價 2.5% 於接納書的日期後 540 日內繳付
- 85% of the Purchase Price (the balance of the Purchase Price) shall be paid within 720 days after the date of the Letter of Acceptance
 樓價 85% (樓價餘額) 於接納書的日期後 720 日內繳付

Note: The date of completion shall not be earlier than 150 days after the date of Letter of Acceptance.

註：成交日不可早於接納書的日期後 150 日。

Stamp Duty Express#
印花稅直送#

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

- **If the Stamp Duty Express amount is more than 5% of the Purchase Price, then at least 10% of the Purchase Price shall be paid within 5 days after the date of the Letter of Acceptance.**

如印花稅直送的金額為樓價的 5% 以上，則最少樓價 10% 必須於接納書的日期後 5 日內繳付。

- * I/We **select** the Stamp Duty Express, which amount shall be equal to _____ % of the Purchase Price (such amount being the "Stamp Duty Express"), provided that (a) the portion of the Stamp Duty Express for payment of ad valorem stamp duty shall be capped at 4.25% of the Purchase Price and (b) any remaining amount of the Stamp Duty Express (after payment of ad valorem stamp duty as aforesaid) shall be applied for part payment of balance of the Purchase Price of the Property (as a cash rebate).
本人／我們**選擇**「印花稅直送」，金額相等於樓價的 _____ %（該金額為「印花稅直送」），但(a)使用「印花稅直送」的部份以繳付從價印花稅之上限為樓價的 4.25% 和(b)任何「印花稅直送」之剩餘金額（在繳付上述從價印花稅后）將直接用於支付該物業的部份樓價餘額（作為現金回贈）。

- * I/We **do not select** the Stamp Duty Express.
本人／我們**不選擇**「印花稅直送」。

(* Please tick as appropriate)

(*請剔適用者)

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

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

Please read carefully the contents in Part I of Annex A and the details of the gift(s), financial advantage(s) or benefit(s) in Part II of Annex A.

敬請細閱附件 A 第 I 部份的內容及附件 A 第 II 部份內贈品、財務優惠或利益的詳情。

(Applicable to corporate Tenderer only) If there are any changes (including any reduction, increase, substitution or replacement) in the shareholder structure and/or the directorship of the Tenderer, the Tenderer shall not be entitled to some gift, financial advantage or benefit. Please see paragraph 9 in Part I of Annex A for details.

（只適用於公司投標者）投標者的股東結構及／或董事於沒有得到賣方的書面同意下有任何變動（包括減少、增加、取代或更換），投標者將不會享有指定贈品、財務優惠或利益。詳情請參閱附件 A 第 I 部份的第 9 段。

†□ TH1

720 Days Payment Plan (TH1)
720 日付款計劃 (TH1)

Terms of Payment
支付條款

Subject to the proviso regarding the Stamp Duty Express below#, the Purchase Price of the Property shall be paid by the Purchaser to the Vendor in the manner as follows –
在下文所述有關印花稅直送的但書所規限下#，該物業的樓價須由買方按以下方式支付予賣方—

- A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance)
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
- 5% of the Purchase Price shall be paid within 120 days after the date of the Letter of Acceptance
樓價 5% 於接納書的日期後 120 日內繳付
- 2.5% of the Purchase Price shall be paid within 360 days after the date of the Letter of Acceptance
樓價 2.5% 於接納書的日期後 360 日內繳付
- 2.5% of the Purchase Price shall be paid within 540 days after the date of the Letter of Acceptance
樓價 2.5% 於接納書的日期後 540 日內繳付
- 85% of the Purchase Price (the balance of the Purchase Price) shall be paid within 720 days after the date of the Letter of Acceptance
樓價 85% (樓價餘額) 於接納書的日期後 720 日內繳付

Note: The date of completion shall not be earlier than 150 days after the date of Letter of Acceptance.

註：成交日不可早於接納書的日期後 150 日。

Stamp Duty Express#
印花稅直送#

- **only applicable to the Tenderer who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)**
只適用於投標者為個人或香港註冊成立的有限公司及其所有股東及董事均為個人
- **If the Stamp Duty Express amount is more than 5% of the Purchase Price, then at least 10% of the Purchase Price shall be paid within 5 days after the date of the Letter of Acceptance.**
如印花稅直送的金額為樓價的 5% 以上，則最少樓價 10% 必須於接納書的日期後 5 日內繳付。

* I/We **select** the Stamp Duty Express, which amount shall be equal to _____ % of the Purchase Price (such amount being the "Stamp Duty Express"), provided that (a) the portion of the Stamp Duty Express for payment of ad valorem stamp duty shall be capped at 4.25% of the Purchase Price and (b) any remaining amount of the Stamp Duty Express (after payment of ad valorem stamp duty as aforesaid) shall be applied for part payment of balance of the Purchase Price of the Property (as a cash rebate).
本人／我們**選擇**「印花稅直送」，金額相等於樓價的_____ %（該金額為「印花稅直送」），但(a)使用「印花稅直送」的部份以繳付從價印花稅之上限為樓價的 4.25%和(b)任何「印花稅直送」之剩餘金額（在繳付上述從價印花稅后）將直接用於支付該物業的部份樓價餘額（作為現金回贈）。

* I/We **do not select** the Stamp Duty Express.

本人／我們**不選擇**「印花稅直送」。

(* Please tick as appropriate)

(*請剔適用者)

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

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

Please read carefully the contents in Part I of Annex A and the details of the gift(s), financial advantage(s) or benefit(s) in Part II of Annex A.

敬請細閱附件 A 第 I 部份的內容及附件 A 第 II 部份內贈品、財務優惠或利益的詳情。

(Applicable to corporate Tenderer only) If there are any changes (including any reduction, increase, substitution or replacement) in the shareholder structure and/or the directorship of the Tenderer, the Tenderer shall not be entitled to some gift, financial advantage or benefit. Please see paragraph 9 in Part I of Annex A for details.

（只適用於公司投標者）投標者的股東結構及／或董事於沒有得到賣方的書面同意下有任何變動（包括減少、增加、取代或更換），投標者將不會享有指定贈品、財務優惠或利益。詳情請參閱附件 A 第 I 部份的第 9 段。

† TS1

TS1 Payment Plan (TS1)
TS1 付款計劃 (TS1)

Terms of Payment
支付條款

Subject to the proviso regarding the Stamp Duty Express below#, the Purchase Price of the Property shall be paid by the Purchaser to the Vendor in the manner as follows—
在下文所述有關印花稅直送的但書所規限下#，該物業的樓價須由買方按以下方式支付予賣方—

- A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).
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。
- The balance of the Purchase Price shall be paid within 180 days after the date of the Letter of Acceptance, but not earlier than 150 days after the date of the Letter of Acceptance. Subject to the aforesaid and to the proviso below, the Purchaser selects to pay the said 95% of the Purchase Price by installments as follows:
樓價餘額於接納書的日期後 180 日內繳付，但不可早於接納書的日期後 150 日。在上文所述及下文的但書所規限下，買方選擇按以下分期繳付所述的樓價 95%：

^ [_____ % of the Purchase Price shall be paid within _____ days after the date of the Letter of Acceptance]
[樓價 _____ % 於接納書的日期後 _____ 日內繳付]

^ [_____ % of the Purchase Price shall be paid within _____ days after the date of the Letter of Acceptance]
[樓價 _____ % 於接納書的日期後 _____ 日內繳付]

^ [_____ % of the Purchase Price shall be paid within _____ days after the date of the Letter of Acceptance]
[樓價 _____ % 於接納書的日期後 _____ 日內繳付]

_____ % of the Purchase Price (balance of the Purchase Price) shall be paid within _____ days after the date of the Letter of Acceptance.
樓價 _____ % (樓價餘額) 於接納書的日期後 _____ 日內繳付。

(^Please delete as appropriate)
(^請刪去不適用者)

Provided that the Purchaser hereby confirms that:
但買方特此確認：

- (i) there shall be a maximum of four (4) installments for payment of the said 95% of the Purchase Price; and
所述的樓價 95% 最多分四 (4) 期繳付；及
- (ii) if the total percentage of the Purchase Price under the above 4 bullet points is less than 95% of the Purchase Price, the Purchaser shall be deemed to have irrevocably selected to pay 5% of the Purchase Price within 60 days after the date of the Letter of Acceptance; 5% of the Purchase Price within 120 days after the date of the Letter of Acceptance; 85% of the Purchase Price (the balance of the Purchase Price) within 180 days after the date of the Letter of Acceptance; and

如果上述 4 個點句中的總樓價百分比少於樓價 95%，買方將被視為不可撤銷地選擇於接納書的日期後 60 日內繳付樓價 5%、接納書的日期後 120 日內繳付樓價 5%及於接納書的日期後 180 日內繳付樓價 85%（樓價餘額）：及

- (iii) if the Purchaser fails to comply with the above specified payment selection requirements, the Purchaser shall be deemed to have irrevocably selected to pay 5% of the Purchase Price within 60 days after the date of the Letter of Acceptance; 5% of the Purchase Price within 120 days after the date of the Letter of Acceptance; 85% of the Purchase Price (the balance of the Purchase Price) within 180 days after the date of the Letter of Acceptance. 如果買方違反以上指明的選擇支付條件，買方將被視為不可撤銷地選擇於接納書的日期後 60 日內繳付樓價 5%、接納書的日期後 120 日內繳付樓價 5%及於接納書的日期後 180 日內繳付樓價 85%（樓價餘額）。

Note: The date of completion shall not be earlier than 150 days after the date of Letter of Acceptance.

註：成交日不可早於接納書的日期後 150 日。

Stamp Duty Express#

印花稅直送#

- **only applicable to the Tenderer who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)**
只適用於投標者為個人或香港註冊成立的有限公司及其所有股東及董事均為個人
- **If the Stamp Duty Express amount is more than 5% of the Purchase Price, then at least 10% of the Purchase Price shall be paid within 5 days after the date of the Letter of Acceptance.**
如印花稅直送的金額為樓價的 5%以上，則最少樓價 10%必須於接納書的日期後 5 日內繳付。

* I/We **select** the Stamp Duty Express, which amount shall be equal to _____ % of the Purchase Price (such amount being the "Stamp Duty Express"), provided that (a) the portion of the Stamp Duty Express for payment of ad valorem stamp duty shall be capped at 4.25% of the Purchase Price and (b) any remaining amount of the Stamp Duty Express (after payment of ad valorem stamp duty as aforesaid) shall be applied for part payment of balance of the Purchase Price of the Property (as a cash rebate).
本人／我們**選擇**「印花稅直送」，金額相等於樓價的_____%（該金額為「印花稅直送」），但(a)使用「印花稅直送」的部份以繳付從價印花稅之上限為樓價的 4.25%和(b)任何「印花稅直送」之剩餘金額（在繳付上述從價印花稅后）將直接用於支付該物業的部份樓價餘額（作為現金回贈）。

* I/We **do not select** the Stamp Duty Express.
本人／我們**不選擇**「印花稅直送」。

(* Please tick as appropriate)

(*請剔適用者)

The Vendor's decision as to whether the Tenderer is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s) is final and the Tenderer shall not raise any claims or objections in respect thereof.
賣方對投標者是否為香港註冊成立的有限公司及其所有股東及董事均為個人的決定為最終的，投標者不得就此提出任何申索或反對。

Please read carefully the contents in Part I of Annex A and the details of the gift(s), financial advantage(s) or benefit(s) in Part II of Annex A.
敬請細閱附件 A 第 I 部份的內容及附件 A 第 II 部份內贈品、財務優惠或利益的詳情。

(Applicable to corporate Tenderer only) If there are any changes (including any reduction, increase, substitution or replacement) in the shareholder structure and/or the directorship of the Tenderer, the Tenderer shall not be entitled to some gift, financial advantage or benefit. Please see paragraph 9 in Part I of Annex A for details.

（只適用於公司投標者）投標者的股東結構及／或董事於沒有得到賣方的書面同意下有任何變動（包括減少、增加、取代或更換），投標者將不會享有指定贈品、財務優惠或利益。詳情請參閱附件 A 第 I 部份的第 9 段。

Section 5 – Related Tender(s)(if any) († Please tick as appropriate)
第 5 節 – 相關投標書（如有）（† 請剔適用者）

† I/We confirm that I/we have, at the same time of submitting this Tender Document, submitted separate Offer Form(s) (in the Tenderer’s sole name but not in joint names with others) as follows (“**Related Tender(s)**”):-

本人／我們確認本人／我們（以本人／我們的名義而非與他人聯名）已遞交以下個別的要約表格（「**相關投標書**」）：

	Avenue/Boulevard 大道	House No. 洋房號數
1.		
2.		

Please choose only one of the following († Please tick one of the following boxes):-
請選擇以下其中一個選項：（† 請剔其中一個方格）

† I/We submit this tender on the condition that I/we wish to be awarded **ONE TENDER ONLY** amongst this tender and the Related Tender(s). I/We understand that if any one of this tender or the Related Tender(s) is accepted by the Vendor, other tenders would be disregarded and will not be considered or accepted by the Vendor. I/We also confirm, agree and accept that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

本人／我們提交本投標的前提為本人／我們僅願賣方接受本投標書或相關投標書**其中的一個投標書**。本人／我們明白若賣方接受本人／我們的本投標書及相關投標書任何其中的一個投標書，其他的投標將不被理會及不被賣方考慮或接受。本人／我們亦確認、同意及接受賣方決定之投標結果為最終的，而本人／我們將不會就此提出任何申索或反對。

† I/We submit this tender on the condition that the Vendor shall not accept this tender unless the Vendor also accepts **ALL the Related Tender(s)** at the same time. I/We also confirm, agree and accept that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

本人／我們提交本投標的前提為除非賣方亦同時接受**所有相關投標書**，否則賣方不得接受本投標。本人／我們亦確認、同意及接受賣方決定之投標結果為最終的，而本人／我們將不會就此提出任何申索或反對。

- † My/our Close Relative(s) (as hereinafter defined) (in the Close Relative(s)'s sole name(s) or in joint names with other (s)), whose name(s) is/are set out in the table below, has/have submitted separate Offer Form(s) as follows (“**Related Tender(s)**”):-
 在以下列表列出名稱之本人／我們之近親（見義如下）（以近親的名義或與他人聯名）已遞交以下個別的要約表格（「相關投標書」）：

	Name of the Close Relative(s) (and other joint tenderer) 近親（及其他聯名投標者）之名稱	ID/Passport No. 身份證／護照號碼	Avenue/Boulevard 大道	House No. 洋房號數
1.				
2.				

I/We submit this tender on the condition that the Vendor shall not accept this tender unless the Vendor also accepts **ALL the Related Tender(s)** at the same time. I/We also confirm, agree and accept that the Vendor has the sole discretion to determine whether the Close Relative(s) relationship is satisfied and that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

本人／我們提交本人／我們提交本投標的前提為除非賣方亦同時接受所有相關投標書，否則賣方不得接受本投標。本人／我們亦確認、同意及接受賣方有唯一酌情權去決定是否有近親關係及賣方決定之投標結果為最終的，而本人／我們將不會就此提出任何申索或反對。

I/We enclose herewith documentary proof (e.g. ID card, birth certificate, marriage certificate, etc.) of the Close Relative relationship for the Vendor's consideration.

本人／我們附上近親關係的證明文件（例如：身份證、出世紙、結婚證書等）供賣方考慮。

For the purpose of this Section 6, “Close Relative” means a spouse, parent, child, brother, sister, grandparent and grandchild of the Tenderer (or any one of Tenderer).

為本第 6 節的目的，「近親」指投標者（或其中一位投標者）的配偶、父母、子女、兄弟、姊妹、祖父母、外祖父母、孫、孫女、外孫及外孫女。

Section 6 – Intermediary (if any)
第6節 – 中介人 (如有)

Name of sales person 地產代理姓名	
EA Licence No. 地產代理牌照號碼	
Estate agency 公司名稱	
Contact No. 聯絡電話	

Declaration regarding Intermediary (applicable only if an Intermediary is specified)
關於中介人的聲明 (僅於有指明中介人時適用)

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.

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

Section 7 – Viewing of the Property (†Please tick either one)
第7節 – 參觀該物業 (†請剔其中一項)

† The Vendor has made the Property available for viewing by me/us and I/we have viewed the Property.

賣方已開放該物業以供本人／我們參觀，而本人／我們亦已參觀該物業。

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

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

Section 8 – Declaration of relationship with the Vendor († Please tick as appropriate)
第 8 節 – 與賣方關係的聲明 († 請剔適用者)

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

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

(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」：

- (a) *a director of the Vendor, or a parent, spouse or child of such a director;*
該人是賣方的董事，或該董事的父母、配偶或子女；
- (b) *a manager of the Vendor;*
該人是賣方的經理；
- (c) *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；
- (d) *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；
- (e) *a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or*
該人是上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或
- (f) *a manager of such an associate corporation or holding company.*
該人是上述有聯繫法團或控權公司的經理。

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)).

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。)

Section 9 – Submission checklist
第9節 – 遞交清單

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

以下文件連同本招標文件遞交（詳情見招標公告第 2.8 段）：

1. **Tender Document with the Offer Form duly completed and signed**
招標文件及要約表格已填妥及簽署
2. **Cashier order(s)**
銀行本票
3. **Tenderer's identification documents**
投標者的身份證明文件
4. **Intermediary's licence (if applicable)**
中介人的牌照（如適用）
5. **Documentary proof of close relative relationship (if applicable)**
近親關係的證明文件（如適用）
6. **Documents in Annex, duly signed and completed by the Tenderer:**
由投標者填妥並簽署的附件的文件：
 - (1) **Warning to Purchasers (undated)**
對買方的警告（未有填上日期）
 - (2) **Vendor's Information Form (undated)**
賣方資料表格（未有填上日期）
 - (3) **Acknowledgement Letter Regarding Stamp Duty (undated)**
關於印花稅的確認信（未有填上日期）
 - (4) **Letter Regarding Stamp Duty Express, Guarantee and Indemnity by Shareholder(s) of Purchaser and Guarantee and Indemnity by Director(s) of Purchaser (For Tenderer electing payment plan with Stamp Duty Express only)(undated)**
關於印花稅直送的信件、買方股東之擔保及彌償及買方董事之擔保及彌償（只適用於選擇有印花稅直送的付款計劃的投標者）（未有填上日期）
 - (5) **Acknowledgement Letter Regarding Viewing of Property (undated)**
關於參觀物業的確認信（未有填上日期）
 - (6) **Acknowledgement Letter Regarding Marble (undated)**
關於雲石的確認信（未有填上日期）
 - (7) **Agreement Plan (undated)**
正式合約圖則（未有填上日期）
 - (8) **Personal Information Collection Statement (undated)**
個人資料收集聲明（未有填上日期）
 - (9) **Acknowledgment Letter Regarding Financing Plans (undated)**
關於財務計劃的確認書（未有填上日期）

Section 10 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)
第 10 節 – 關於公司投標者的聲明（不適用於個人投標者）

We declare and agree as follows:-
 我們聲明並同意如下：

1. The table below sets out the particulars of all the current directors of the Tenderer as at the date of this Offer Form.
 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. All the procedures relating to the appointment as the Tenderer’s directors have been completed before the date of this Offer Form.
 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. 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.
 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. 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.
 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. The Vendor may refuse to sell the Property to the Tenderer if there shall be any breach in the requirements in this Section.
 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。

Director(s) 董事		
	Name 名稱	Identity Card No./Passport No./B.R. No. 身份證號碼／護照號碼／商業登記證號碼
1.		
2.		
3.		
4.		
5.		

Section 11 – Signature of the Tenderer and witness
 第11節 – 投標者及見證人的簽署

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.

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條件。

(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.)

(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。)

Signed by the Tenderer:
 投標者簽署：

Witnessed by:
 見證人簽署：

X

X

Name of the authorized signature (if the Tenderer is a company):
 獲授權人士的名稱（如投標者為公司）：

Name of the witness:
 見證人名稱：

Date:
 日期：

[End of Part 3: Offer Form]
 [第3部份：要約表格完]
 [End of the Tender Document]
 [招標文件完]

Annex 附件

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

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

1. Warning to Purchasers#
對買方的警告#
2. Vendor’s Information Form#
賣方資料表格#
3. Acknowledgement Letter Regarding Stamp Duty#
關於印花稅的確認書#
4. (For Tenderer electing payment plan with Stamp Duty Express only) Letter Regarding Stamp Duty Express, Guarantee and Indemnity by Shareholder(s) of Purchaser and Guarantee and Indemnity by Director(s) of Purchaser*
(只適用於選擇有印花稅直送的付款計劃的投標者) 關於印花稅直送的信件、買方股東之擔保及彌償及買方董事之擔保及彌償*
5. Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers#
關於繼續開放物業予有興趣買家參觀的確認信#
6. Acknowledgement Letter Regarding Marble#
關於雲石的確認信#
7. Agreement plan#
正式合約圖則#
8. Personal Information Collection Statement#
個人資料收集聲明#
9. Acknowledgment Letter Regarding Financing Plans#
關於財務計劃的確認書#
 - A. List of gifts, financial advantage or benefits
贈品、財務優惠或利益的列表
 - B. “Keep Money Laundering Away from Hong Kong” Leaflet
「嚴禁清洗黑錢」宣傳單張

WARNING TO PURCHASERS
PLEASE READ CAREFULLY

對買方的警告
買方請小心閱讀

Vendor 賣方	Billion Great Investment Limited 兆興投資有限公司		
Address 地址	Valais 天巒 28 & 33 Kwu Tung Road, New Territories 新界古洞路 28 號及 33 號		
Property 該物業		Avenue/Boulevard 大道	House No. 洋房號數
	1.		
	2.		
Purchaser(s) 買方			
I.D/Passport/B.R. No. 身份證／護照／商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買該物業，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該物業。
- (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，以代表你進行購買該物業，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該物業的每個階段，向你提供獨立意見。
- (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

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

Signed by the Purchaser(s) 買方簽署

Vendor's Information Form
賣方資料表格

Vendor 賣方	Billion Great Investment Limited 兆興投資有限公司	
Address 地址	Valais 天巒 28 & 33 Kwu Tung Road, New Territories 新界古洞路 28 號及 33 號	
Property 該物業	Avenue/Boulevard 大道	House No. 洋房號數
	Bern Avenue 伯恩大道	1
Purchaser(s) 買方		
I.D/Passport/B.R. No. 身份證／護照／商業登記證號碼		
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)	

a) The amount of the management fee that is payable for the Property 須就該物業支付的管理費用的款額	HK\$ 30,282 per month 每月港幣 元
b) The amount of the Government rent (if any) that is payable for the Property 須就該物業繳付的地稅（如有的話）的款額	HK\$ 14,170.5 per quarter 每季港幣 元
c) The name of the owners' incorporation (if any) 業主立案法團（如有的話）的名稱	No 沒有
d) The name of the manager of the Development 發展項目的管理人的姓名或名稱	Maison Platinum Service Company Ltd. 天瑞禮賓服務有限公司
e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development 賣方自政府或管理處接獲的關乎發展項目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 Development 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響該物業的任何待決的申索	No 沒有

Date of Printing (Day/Month/Year):
印製日期（日／月／年）：**12/4/2024**

I/We acknowledge receipt of a copy of this Vendor's Information Form and fully understand the contents thereof.
我／我們已收到此賣方資料表格之文本及完全明白其內容。

Signed by the Purchaser(s) 買方簽署

Vendor's Information Form
賣方資料表格

Vendor 賣方	Billion Great Investment Limited 兆興投資有限公司	
Address 地址	Valais 天巒 28 & 33 Kwu Tung Road, New Territories 新界古洞路 28 號及 33 號	
Property 該物業	Avenue/Boulevard 大道	House No. 洋房號數
	Bern Avenue 伯恩大道	2
Purchaser(s) 買方		
I.D/Passport/B.R. No. 身份證/護照/商業登記證號碼		
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)	

a) The amount of the management fee that is payable for the Property 須就該物業支付的管理費用的款額	HK\$ 22,327 per month 每月港幣 元
b) The amount of the Government rent (if any) that is payable for the Property 須就該物業繳付的地稅 (如有的話) 的款額	HK\$ 10,120.5 per quarter 每季港幣 元
c) The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	No 沒有
d) The name of the manager of the Development 發展項目的管理人的姓名或名稱	Maison Platinum Service Company Ltd. 天瑞禮賓服務有限公司
e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development 賣方自政府或管理處接獲的關乎發展項目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 Development 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響該物業的任何待決的申索	No 沒有

Date of Printing (Day/Month/Year): 12/4/2024
印製日期 (日/月/年) :

I/We acknowledge receipt of a copy of this Vendor's Information Form and fully understand the contents thereof.
我/我們已收到此賣方資料表格之文本及完全明白其內容。

Signed by the Purchaser(s) 買方簽署

Vendor's Information Form
賣方資料表格

Vendor 賣方	Billion Great Investment Limited 兆興投資有限公司	
Address 地址	Valais 天巒 28 & 33 Kwu Tung Road, New Territories 新界古洞路 28 號及 33 號	
Property 該物業	Avenue/Boulevard 大道	House No. 洋房號數
	Rhein Avenue 萊茵河大道	2
Purchaser(s) 買方		
I.D/Passport/B.R. No. 身份證／護照／商業登記證號碼		
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)	

a) The amount of the management fee that is payable for the Property 須就該物業支付的管理費用的款額	HK\$ 22,013 per month 每月港幣 元
b) The amount of the Government rent (if any) that is payable for the Property 須就該物業繳付的地稅（如有的話）的款額	HK\$ 9,490.5 per quarter 每季港幣 元
c) The name of the owners' incorporation (if any) 業主立案法團（如有的話）的名稱	No 沒有
d) The name of the manager of the Development 發展項目的管理人的姓名或名稱	Maison Platinum Service Company Ltd. 天瑞禮賓服務有限公司
e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development 賣方自政府或管理處接獲的關乎發展項目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 Development 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響該物業的任何待決的申索	No 沒有

Date of Printing (Day/Month/Year): **12/4/2024**
印製日期（日／月／年）：

I/We acknowledge receipt of a copy of this Vendor's Information Form and fully understand the contents thereof.
我／我們已收到此賣方資料表格之文本及完全明白其內容。

Signed by the Purchaser(s) 買方簽署

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

Vendor 賣方	Billion Great Investment Limited 兆興投資有限公司		
Address 地址	Valais 天巒 28 & 33 Kwu Tung Road, New Territories 新界古洞路 28 號及 33 號		
Property 該物業		Avenue/Boulevard 大道	House No. 洋房號數
	1.		
	2.		
Purchaser(s) 買方			
I.D/Passport/B.R. No. 身份證/護照/商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

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

買方謹此確認及知悉在簽署該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：

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

- On 28 February 2024, the Financial Secretary in his 2024-25 Budget announced the proposal to cancel all demand-side management measures for residential properties with immediate effect, that is no Special Stamp Duty (“SSD”), Buyer’s Stamp Duty (“BSD”) or Ad Valorem Stamp Duty (“AVD”) at 7.5% under Part 1 of Scale 1 needs to be paid for any residential property transactions starting from 28 February 2024. Specifically, the Government will introduce the Stamp Duty (Amendment) Bill 2024 (“the Bill”) to take forward the initiative. Subject to the enactment of the Bill by the Legislative Council (“LegCo”), any instrument executed on or after 28 February 2024 for the sale and purchase or transfer of residential property will no longer be subject to SSD and BSD. The AVD rate of 7.5% under Part 1 of Scale 1 will be amended to the same as those of AVD at Scale 2.
2024 年 2 月 28 日，財政司司長在其 2024-25 年度財政預算案中宣布，建議自該日起撤銷所有住宅物業需求管理措施，即由 2024 年 2 月 28 日起所有住宅物業交易無須再繳付「額外印花稅」、「買家印花稅」和第 1 標準第 1 部之下百分之七點五的「從價印花稅」。具體而言，政府將引入《2024 年印花稅（修訂）條例草案》（《條例草案》）以落實建議。待《條例草案》獲立法會制定成法律後，在 2024 年 2 月 28 日或之後所簽立以買賣或轉讓住宅物業的文書均無須徵收「額外印花稅」和「買家印花稅」。第 1 標準第 1 部之下百分之七點五的「從價印花稅」稅率將修訂為與「從價印花稅」第 2 標準的稅率相同。
- The Government also made the Public Revenue Protection (Stamp Duty) Order 2024 (“the Order”) under the Public Revenue Protection Ordinance (Cap. 120) to give full force and effect of law to the Bill before its enactment. The Order will be in force for a maximum of four months starting from 28 February 2024. The Government aims to have the Bill passed by the LegCo before the Order ceases to have effect on 28 June 2024.
政府亦根據《公共收入保障條例》（第 120 章）作出《2024 年公共收入保障（印花稅）令》（《命令》），使《條例草案》在制定成法律前具有十足法律效力。《命令》的有效期限最長為自 2024 年 2 月 28 日起計的四個月。政府的目標是爭取《條例草案》在《命令》於 2024 年 6 月 28 日停止生效前獲得通過。

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

Procedures to be followed by the Purchaser who does not select "Stamp Duty Express" under the Payment Plan
不選擇付款計劃中「印花稅直送」之買方須遵守的程序

5. The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors within 14 days from the date of the Preliminary Agreement, the original Agreement for Sale and Purchase duly stamped or the original stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase to enable the Vendor's Solicitors to register the Agreement for Sale and Purchase with the Land Registry within one month after the date of the Preliminary Agreement.
買方承諾向賣方律師交付並促使其律師向賣方律師交付，在臨時合約訂立之日起 14 天內，一份已加蓋應付印花稅之買賣合約的正本，或印花證明書的正本，以證明已完全繳付買賣合約之印花稅及使賣方律師在臨時合約之日後起 1 個月內在土地註冊處登記買賣合約。

Procedures to be followed by the Purchaser who selects the "Stamp Duty Express" under the Payment Plan
選擇付款計劃中「印花稅直送」之買方須遵守的程序

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

Other Matters

其他事項

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

Signed by the Purchaser(s) 買方簽署

Letter Regarding Stamp Duty Express
關於印花稅現金直送的信件

Vendor 賣方	Billion Great Investment Limited 兆興投資有限公司		
Address 地址	Valais 天巒 28 & 33 Kwu Tung Road, New Territories 新界古洞路 28 號及 33 號		
Property 該物業		Avenue/Boulevard 大道	House No. 洋房號數
	1.		
	2.		
Purchaser(s) 買方			
I.D/Passport/B.R. No. 身份證／護照／商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

To: The Purchaser

致：買方

1. We, Billion Great Investment Limited, refer to your purchase of the Property under a preliminary agreement for sale and purchase (the “**Preliminary Agreement**”).

本公司兆興投資有限公司現就閣下根據一份臨時買賣合約（以下稱「**臨時合約**」）購買本物業一事致函閣下。

2. The purpose of this letter is to confirm our offer to you, subject to and in accordance with the terms and conditions of this letter, in particular the fulfillment of your obligations in paragraph 3 below:-

本信件之目的是為了確認本公司按照本信件所列的條款與細則（尤其是有關閣下履行以下第 3 段所列責任的條款），向閣下提供：-

"Stamp Duty Express" which amount shall be equal to the amount specified in the Offer Form (as defined in the Preliminary Agreement).

「印花稅直送」金額相等於要約表格（定義見臨時合約）中所指明的金額。

The primary purpose of "Stamp Duty Express" is for payment (or part payment) of AVD on behalf of the Purchaser. Only the amount of "Stamp Duty Express" to the extent of the specified cap as set out in the Offer Form is for payment (or part payment) of AVD. The portion of "Stamp Duty Express" that is for payment (or part payment) of AVD as aforesaid is hereinafter referred to as "**AVD Portion**". The portion or remaining amount of "Stamp Duty Express" not so used as aforesaid (hereinafter referred to as "**Remaining Portion**") will be applied for part payment of the balance of purchase price of the Property directly (as a cash rebate).

「印花稅直送」的主要用途為代買方繳付從價印花稅（或其部份）。不多於要約表格中列明的指明上限金額之「印花稅直送」部份將用於繳付從價印花稅（或其部份）。如前述用於繳付從價印花稅（或其部份）之「印花稅直送」部份以下稱為「**從價印花稅部份**」。沒有如前述用途使用之「印花稅直送」部份或剩餘金額（以下稱為「**剩餘部份**」）將直接用於支付本物業的部份樓價餘額（作為現金回贈）。

3. **By signing this letter, you agree to the following:-**

簽署本信件即表示閣下同意以下各項：

- (a) (Applicable to Corporate Purchaser only) You shall provide, at the same time of signing this letter, Guarantee and Indemnity (each in the form attached to this letter without amendments) signed by all your shareholders and all your directors regarding refund of “Stamp Duty Express” and other matters relating to “Stamp Duty Express”.

(只適用於公司買方)閣下須在簽署本函時提供由閣下所有股東及所有董事簽署有關退還「印花稅直送」及有關「印花稅直送」的其他事項的擔保及彌償(每份擔保及彌償均以本信件所附的格式及不得作出修改)。

- (b) You shall execute a legally binding formal agreement for sale and purchase of the Property (in the form prescribed by the Vendor without amendments)(the “**Agreement for Sale and Purchase**”) in accordance with the terms and conditions of the Preliminary Agreement.

閣下須按照臨時合約的條款與細則，簽署一份有法律約束力的正式買賣合約(按賣方規定的格式及不得作出修改)(以下稱「**買賣合約**」)。

- (c) You shall make payment of the purchase price (including preliminary deposit, further deposit, part payment(s) and balance of purchase price) in accordance with the Agreement for Sale and Purchase and perform and observe all other terms and conditions in the Preliminary Agreement and the Agreement for Sale and Purchase. In particular, if the Stamp Duty Express amount is more than 5% of the Purchase Price (as defined in the Preliminary Agreement), then at least 10% of the Purchase Price shall be paid within 5 days after the date of the Letter of Acceptance (as defined in the Preliminary Agreement).

閣下須於買賣合約規定的限期內支付樓價(包括臨時訂金、加付訂金、部分付款及樓價餘額)，並履行及遵守臨時合約和買賣合約所有其他條款與細則。如印花稅直送的金額為樓價(定義見臨時合約)的5%以上，則最少樓價10%必須於接納書(定義見臨時合約)的日期後5日內繳付。

- (d) Upon signing of the Agreement for Sale and Purchase,
在簽署買賣合約之時，

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

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

- (ii) You shall provide the following to the Vendor's solicitors:
閣下須向賣方代表律師提供以下文件：

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

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

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

5. The "AVD Portion" will be applied by the Vendor directly for payment (or part payment) of the AVD chargeable on the Agreement for Sale and Purchase on your behalf. You shall remain primarily liable for payment of the AVD, and shall be responsible for payment of the difference (if any) between the actual amount of AVD and the amount of the "AVD Portion", the fixed fee for stamping a counterpart of the Agreement for Sale and Purchase and (where required by the Stamp Duty Ordinance) the Preliminary Agreement.

賣方將應用「AVD 部份」直接代閣下繳付買賣合約的應繳的從價印花稅 (或其部份)。閣下仍須負上繳付從價印花稅的主要責任, 及須負責繳付實際從價印花稅的金額與「AVD 部份」的金額之間的差額 (如有)、加蓋買賣合約副本及 (如印花稅條例要求) 臨時合約的定額費用。

6. After the "AVD Portion" has been applied for payment (or part payment) of the AVD by the Vendor for the first time:

在賣方首次應用「AVD 部份」繳付從價印花稅 (或其部份) 後:

- (a) Subject to settlement of the balance of the purchase price in accordance with the Agreement for Sale and Purchase, the Vendor will apply the "Remaining Portion" (if any, as a cash rebate) for part payment of the balance of the purchase price of the Property directly.

在閣下按買賣合約付清樓價餘額的情況下, 賣方會將「剩餘部份」 (如有, 作為現金回贈) 直接用於支付本物業的部份樓價餘額。

- (b) After the Vendor has paid or applied the "Stamp Duty Express" as aforesaid, the Vendor's obligation to you under this benefit will be discharged. Even if there is a change in the purchase price in the future (whether due to your application to change the terms of payment which has been approved by the Vendor or other reason) or the purchase of the Property shall be considered by the Stamp Office to form part of a larger transaction or series of transactions, the amount of the "Stamp Duty Express" will not be adjusted as a result thereof and the Vendor is no longer required to pay any additional stamp duty for you.

賣方在如前述繳付或應用「印花稅直送」後, 賣方對閣下關於此優惠的責任將完結。即使樓價日後有更改 (不論是否因閣下日後申請更改支付辦法獲得賣方同意或其他原因) 或本物業的購買被印花稅署視為構成一宗更大交易或一系列交易的一部分, 「印花稅直送」的金額亦不會因此樓價更改而調整, 賣方亦無須向閣下代繳任何進一步的印花稅。

7. If the Purchaser does not complete the purchase of the Property in accordance with the Agreement for Sale and Purchase, the full amount of the "Stamp Duty Express" shall be refunded to the Vendor forthwith, notwithstanding the AVD has not been refunded by the Government.

如閣下沒有按買賣合約完成購買本物業, 「印花稅直送」的全額將須立即退還給賣方, 即使政府還沒有退還從價印花稅。

8. The Vendor hereby expressly reserve its rights to claim against you for any damages and to apply for refund of the paid AVD ("Refund") from Inland Revenue Department if you fail to complete the sale and purchase of the Property in accordance with the terms and conditions of the Agreement for Sale and Purchase. In the event that the paid AVD (or any part thereof) ceases to be payable because of the cancellation or termination of the Agreement for Sale and Purchase for whatever reason, you shall forthwith carry out all steps and actions as required by the Vendor to assist the Vendor to obtain the Refund from the competent authorities. You hereby agree that, whether or not the Agreement for Sale and Purchase has been cancelled or terminated, you shall, upon the request of the Vendor, sign any relevant forms and documents for the purpose of enabling the Vendor to claim the Refund, and/or authorizes the Vendor to apply for the Refund and for such purpose, date and use the aforesaid forms and documents, fill in such other forms and documents as may be required and submit them to the competent authorities at any time as the Vendor deems fit.

假如閣下沒有根據買賣合約的條款及條件完成本物業的交易, 賣方保留向閣下追討索償及向稅務局申請退回已支付的從價印花稅 (「退款」) 之權利。若買賣合約因任何原因被取消或終止而不再需要支付已付之從價印花稅 (或其任何部分), 閣下須立即採取一切賣方要求之步驟及行動協助賣方從有關當局取回退款。閣下特此同意, 不論當時買賣合約是否已經被取消或終止, 閣下須因應賣方的要求簽署任何表格及文件, 令賣方能夠申請退款及/或授權賣方申請退款, 及為該目的使用该表格及文件及填上日期, 填寫其他所需的表格及文件及將之遞交到有關當局。

9. The Vendor will under no circumstance be responsible for any penalty or loss if there is any late payment of stamp duty, whether or not due to any late payment of the "Stamp Duty Express" (or any part thereof) for whatever reason. 於任何情況下，無論是否因延遲發放「印花稅直送」（或其任何部分）或因任何原因而未有如期繳付印花稅，賣方均無須就任何罰款或損失負責。

10. The benefit in this letter is personal to you and is only available to you as a purchaser of the Property who entered into the Preliminary Agreement. In any event, you shall only be entitled to receive the "Stamp Duty Express" once for each residential property. The rights or benefits conferred on you under this letter are non-assignable and non-transferable.

本信件的利益屬於閣下個人所有，並且僅向作為簽署臨時買賣合約的買方提供。不管怎樣，閣下只可就每個住宅物業有權使用印花稅直送一次。本信件賦予閣下的權利或利益不得轉讓或轉移。

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

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

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

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

「從價印花稅」是指根據《印花稅條例》對臨時合約和買賣合約徵收的從價印花稅。

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

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

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

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

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

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

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

如本信件之中英文文本有任何歧義，一切以英文文本為準。

For and on behalf of
Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited
As agent of Billion Great Investment Limited
兆興投資有限公司



Authorized Signature(s)
授權人士簽署

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

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

Signed by the Purchaser(s) 買方簽署

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

Vendor 賣方	Billion Great Investment Limited 兆興投資有限公司		
Address 地址	Valais 天巒 28 & 33 Kwu Tung Road, New Territories 新界古洞路 28 號及 33 號		
Property 該物業		Avenue/Boulevard 大道	House No. 洋房號數
	1.		
	2.		
Purchaser(s) 買方			
I.D/Passport/B.R. No. 身份證／護照／商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

1. In consideration of the offer of "Stamp Duty Express" by the Vendor to the Purchaser, I/we, the undersigned, being the sole shareholder / all the shareholders of the Purchaser, hereby irrevocably and unconditionally, as primary obligor, undertake(s) and guarantee(s) (collectively the "Guarantee") as follows:-
鑒於賣方向買方提供「印花稅直送」，本人/我們，即下方簽署人，作為買方之唯一股東/所有股東，在此不可撤銷地及無條件地，作為主要責任人，作出以下承諾及擔保（「擔保」）:-
- (a) I/We shall not, at any time prior to (and including) the date of payment of balance of purchase price of the Property, do any act or caused any act to be done which may cause any change to the shareholder structure of the Purchaser (including any reduction, increase, substitution or replacement) without the Vendor's consent (the "Prohibited Change"), including but without limitation to:-
本人/我們，於支付本物業的樓價餘額的日期前（包括該日期），在沒有賣方的同意下，不可作出任何行為或促使任何行為，以致可能對買方的股東結構造成任何變動（包括減少、增加、取代或更換）（「禁止的變更」），包括但不限於:-
- (i) transfer of shares (whether among the existing shareholders or otherwise);
股份轉讓 (不論在現有股東之間或其他); 及
 - (ii) approving of allotment of new shares (whether pro rata or not);
批准新股份的配發(無論是否按比例)。
- (b) If the Purchaser does not complete the purchase of the Property in accordance with the Agreement for Sale and Purchase, I/we shall procure the Purchaser to refund the full amount of the "Stamp Duty Express" to the Vendor forthwith. In the event that the Purchaser fails to make the refund as aforesaid for whatever reason, I/we, as primary debtor, shall be personally liable to refund the full amount of the "Stamp Duty Express" to the Vendor forthwith, notwithstanding the AVD has not been refunded by the Government.
如買方沒有按買賣合約完成購買本物業，本人/我們將促使買方立即退還「印花稅直送」的全額給賣方。如果買方不論任何原因未有如前述作出退款，本人/我們，作為主要債務人，將承擔個人責任立即退還「印花稅直送」的全額給賣方，即使政府沒有退還 AVD。
- (c) If any Prohibited Change occurs, I/we shall procure the Purchaser to refund the full amount of the "Stamp Duty Express" to the Vendor forthwith. In the event the Purchaser fails to make the refund as aforesaid, I/we, as primary debtor, shall be personally liable to refund the amount of the "Stamp Duty Express" to the Vendor forthwith.
如發生任何禁止的變更，本人/我們將促使買方立即退還「印花稅直送」的全額給賣方。如果買方不論任何原因未有如前述作出退款，本人/我們，作為主要債務人，將承擔個人責任立即退還「印花稅直送」的全額給賣方。

(d) I/we shall indemnify the Vendor and keep the Vendor harmless from all legal actions proceedings costs and expenses arising out of or directly or indirectly connected with occurrence of any Prohibited Change and any breach of any of the Guarantee herein contained.

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

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

如買方有多於一名股東，所有股東須以共同及各自的方式作出所有擔保。

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

本擔保及彌償受香港法律管轄。

Name of Shareholder:

股東姓名:

I.D./Passport No. :

身份證／護照號碼:

Name of Shareholder:

股東姓名:

I.D./Passport No. :

身份證／護照號碼:

Name of Shareholder:

股東姓名:

I.D./Passport No. :

身份證／護照號碼:

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

Vendor 賣方	Billion Great Investment Limited 兆興投資有限公司		
Address 地址	Valais 天巒 28 & 33 Kwu Tung Road, New Territories 新界古洞路 28 號及 33 號		
Property 該物業		Avenue/Boulevard 大道	House No. 洋房號數
	1.		
	2.		
Purchaser(s) 買方			
I.D/Passport/B.R. No. 身份證/護照/商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

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

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

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

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

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

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

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

Annex 4

附件 4

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

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

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

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

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

如買方有多於一名董事，所有董事須以共同及各自的方式作出所有擔保。

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

本擔保及彌償受香港法律管轄。

Name of Director:

董事姓名:

I.D./Passport No. :

身份證／護照號碼:

Name of Director:

董事姓名:

I.D./Passport No. :

身份證／護照號碼:

Name of Director:

董事姓名:

I.D./Passport No. :

身份證／護照號碼:

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

Vendor 賣方	Billion Great Investment Limited 兆興投資有限公司		
Address 地址	Valais 天巒 28 & 33 Kwu Tung Road, New Territories 新界古洞路 28 號及 33 號		
Property 該物業		Avenue/Boulevard 大道	House No. 洋房號數
	1.		
	2.		
Purchaser(s) 買方			
I.D/Passport/B.R. No. 身份證/護照/商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

I/We hereby confirm and acknowledge that before signing of the Preliminary Agreement for Sale and Purchase of the Property (“**Preliminary Agreement**”), the Vendor has made the Property available for viewing by me/us and I/we have viewed the Property on or before the date of this acknowledgement letter.
本人/我們謹此確認及知悉在簽署該物業的臨時買賣合約(「**臨時合約**」)之前,賣方已開放該物業供本人/我們參觀,且本人/我們已於此確認信的日期當日或之前參觀過該物業。

I/We understand that I/we have the right to view the Property before the signing of the Preliminary Agreement 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/我們有權在簽署臨時合約之前參觀該物業,而賣方已邀請本人/我們參觀該物業,但本人/我們拒絕參觀。

I/We hereby confirm and acknowledge that the furniture and chattels placed at the Property for display purposes (if any) (other than those fittings, finishes and appliances in the Property as stated in the Sales Brochure and decoration, furniture and chattels as set out in Annex A.5 Free Furniture Offer) will not be provided or delivered to me/us upon completion of the sale and purchase of the Property.
本人/我們謹此確認及知悉安放於本物業作展示目的之傢俱和物件(如有)(售樓說明書內列明本物業附設之裝置、裝修物料及設備及附件 A.5 送贈傢俱優惠所述之裝飾、傢俱和物件除外),將不會於完成買賣時連同本物業交予本人/我們。

I/We hereby confirm and acknowledge that I am/we are fully aware that after my/our signing of the Preliminary Agreement, the Property will continue to be made available for viewing by potential purchasers of the Development until my/our completion of the sale and purchase.
本人/我們僅此知悉及確認,在本人/我們簽署臨時合約之後,該物業將會繼續開放供發展項目之有興趣買家參觀直至本人/我們完成該物業的買賣。本人/我們同意本人/我們不得對此提出任何異議。

I/We hereby confirm and acknowledge that before the signing of the Preliminary Agreement, I/We hereby confirm and acknowledge that the Vendor is deemed to have complied with Division 5 of Part 2 of the Residential Properties (First-hand Sales) Ordinance regarding the requirements for viewing of property in completed development.
本人/我們謹此確認及知悉在簽署臨時合約之前,賣方視為已符合《一手住宅物業銷售條例》第 2 部第 5 分部有關參觀已落成發展項目中的物業之要求。

In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
如本文件之中英文文本有任何歧義,一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Acknowledgement Letter Regarding Marble
關於雲石的確認信

Vendor 賣方	Billion Great Investment Limited 兆興投資有限公司		
Address 地址	Valais 天巒 28 & 33 Kwu Tung Road, New Territories 新界古洞路 28 號及 33 號		
Property 該物業		Avenue/Boulevard 大道	House No. 洋房號數
	1.		
	2.		
Purchaser(s) 買方			
I.D/Passport/B.R. No. 身份證/護照/商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

I/We, the undersigned, hereby acknowledge and confirm that before the signing of the Preliminary Agreement for Sale and Purchase (“**Preliminary Agreement**”) of the Property, I/we am/are fully aware of and accept the following matters:-
本人/我們，下述簽署人，僅此聲明及確認在簽署該物業之臨時買賣合約（「**臨時合約**」）之前，本人/我們清楚明白及接受下列事項：-

1. I/We have inspected the marble in the Property and are fully satisfied with the colour and pattern of the marble.
本人/我們已視察該物業內的雲石並且完全滿意雲石的顏色及花紋。
2. I/We shall not (i) raise any objection or complaint in relation to the colour and pattern of the marble or (ii) request for the change or replacement of the marble due to the aforesaid reasons.
本人/我們不可(i)就雲石的顏色及花紋提出任何反對或投訴或(ii)因前述原因要求更換或替換雲石。

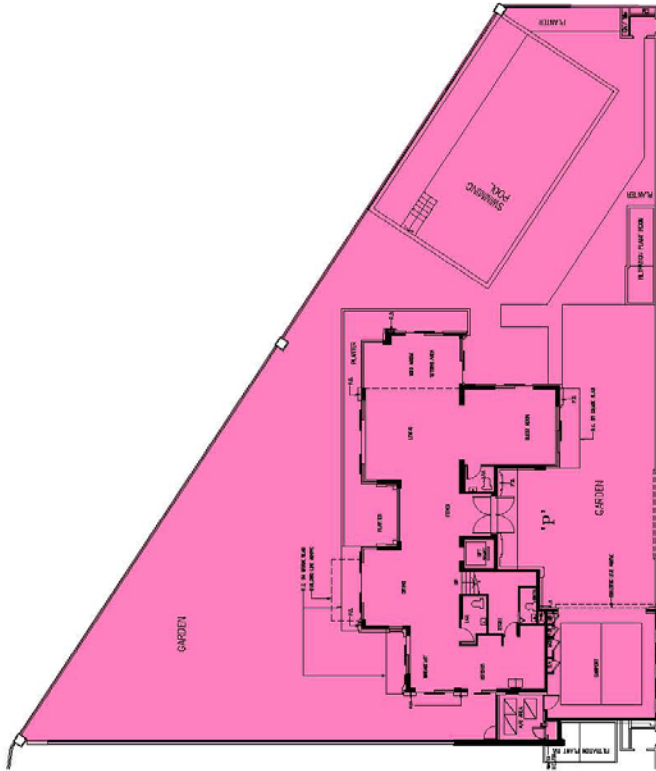
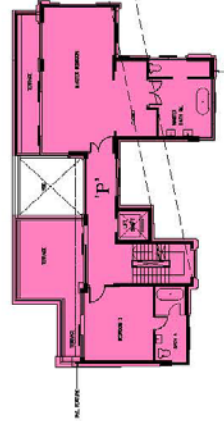
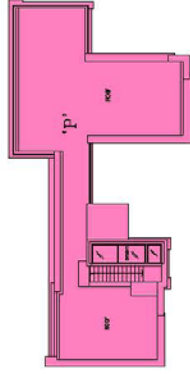
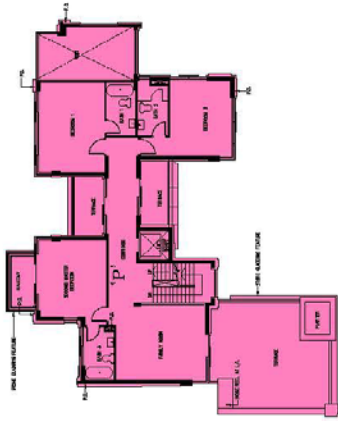
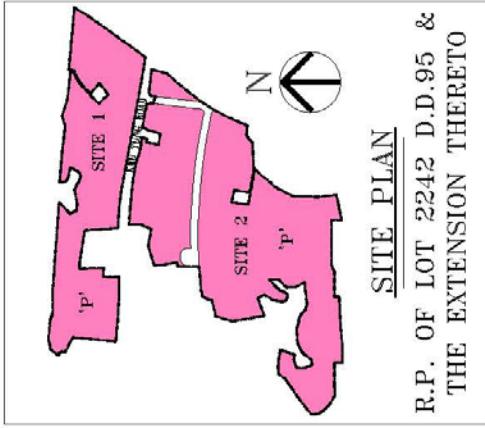
In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.

如本函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

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TYPE G
FOR HOUSE NO.1 ON BERN AVENUE (the "Property")



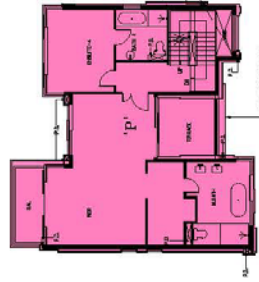
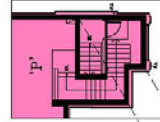
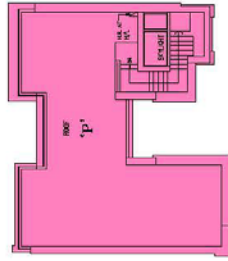
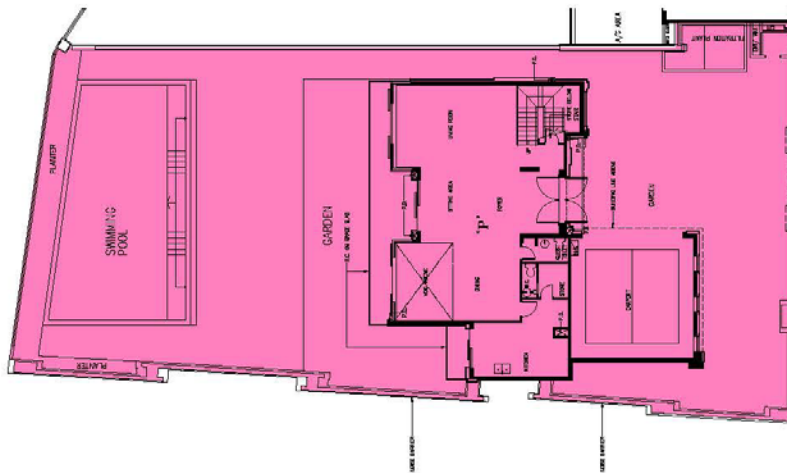
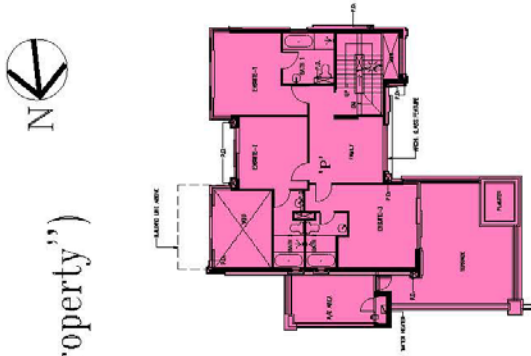
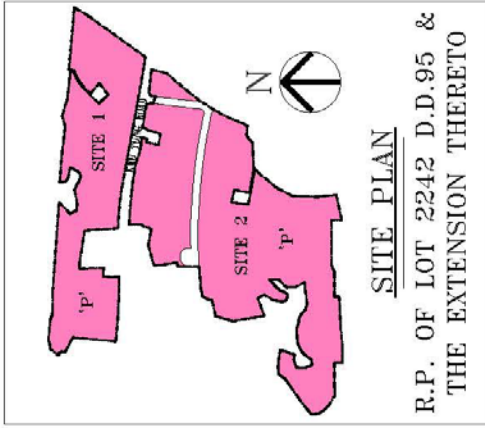
The Property now being sold is the area shown coloured Pink on these Floor Plans.

Structural or other elements
of construction.

scale 0 5 10 M

The Purchaser
Date:

TYPE F
FOR HOUSE NO.2 ON BERN AVENUE (the "Property")



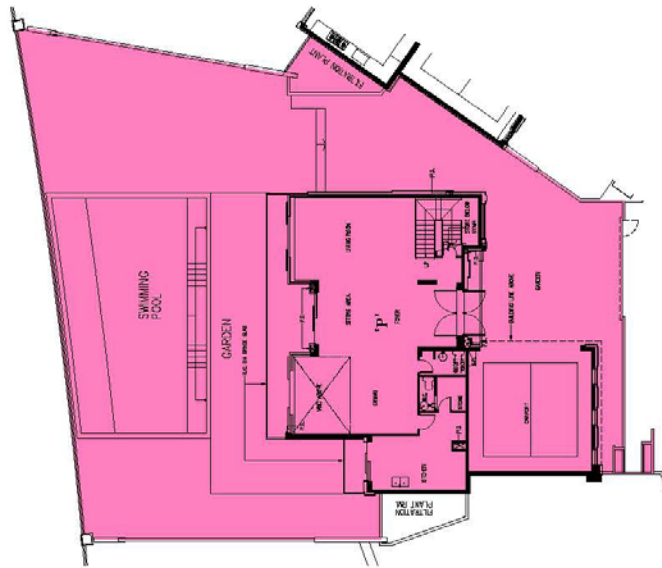
The Property now being sold is the area shown coloured Pink on these Floor Plans.

Structural or other elements
of construction.

scale 0 5 10 M

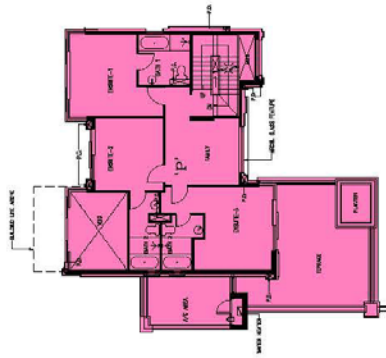
The Purchaser
Date:

TYPE F
FOR HOUSE NO.2 ON RHEIN AVENUE (the "Property")

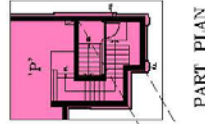


GROUND FLOOR PLAN

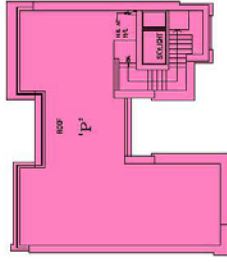
Structural or other elements
of construction.



1ST FLOOR PLAN



PART PLAN



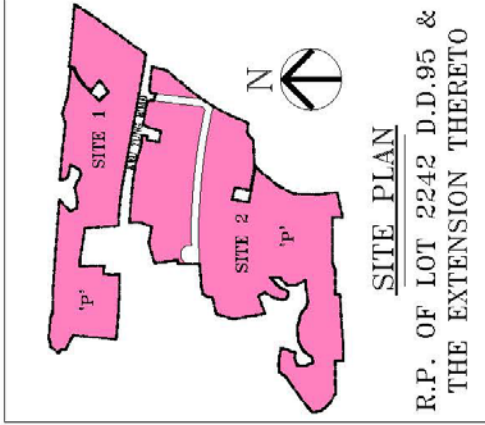
ROOF PLAN

The Property now being sold is the area shown coloured Pink on these Floor Plans.

The Purchaser
Date:



2ND FLOOR PLAN



Personal Information Collection Statement
個人資料收集聲明

Vendor 賣方	Billion Great Investment Limited 兆興投資有限公司		
Address 地址	Valais 天巒 28 & 33 Kwu Tung Road, New Territories 新界古洞路 28 號及 33 號		
Property 該物業		Avenue/Boulevard 大道	House No. 洋房號數
	1.		
	2.		
Purchaser(s) 買方			
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

收集閣下的個人資料

Collection of your personal information

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

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

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

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

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

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

Purposes for which Your Information may be used

閣下資料可能被用作的用途

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

我們可能不時使用閣下資料作下列一個或多個用途：

- (i) handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
處理閣下的物業交易,包括準備文件和作出任何必要的安排以完成交易;
- (ii) providing you with and administering offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits whether of a financial nature, in the form of gifts or otherwise;
向閣下提供及管理優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益(不論屬財務性質或以贈品或其他形式提供);

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附件 8

- (iii) where mortgages, second mortgages, credit facilities or financial accommodation are sought by you, liaising with the mortgagee(s) or provider(s) of credit facilities or financial accommodation to process the same;
如閣下尋求按揭、第二按揭、信貸融資或財務融通，與承接人或信貸融資或財務融通提供者聯絡以處理閣下的申請；
- (iv) handling your applications or requests for services, products, memberships or benefits;
處理閣下就服務、產品、會籍或利益的申請或要求；
- (v) facilitating property management and security;
促進物業管理及保安；
- (vi) conducting surveys (which is wholly on voluntary basis) on the quality of services, properties, property developments or products provided by us or any other member of 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");
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) marketing services, properties, property developments, products and other subjects (please see further details in "Use of Your Information in direct marketing" section below);
促銷服務、物業、物業發展項目、產品及其他標的（詳情請參閱以下「在直接促銷中使用閣下資料」部分）；
- (viii) conducting statistical research and analysis (the outcome of which will not reveal your identity);
進行統計研究和分析（統計研究及分析結果將不會揭露閣下的身分）；
- (ix) communicating with you;
與閣下溝通；
- (x) investigating and handling complaints;
調查及處理投訴；
- (xi) preventing or detecting illegal or suspicious activities; and
預防或偵測非法或可疑活動；及
- (xii) making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.
在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。

Transfer of Your Information

轉移閣下資料

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

為促進上述用途，我們可能於香港境內或境外轉移或披露閣下資料予下列各方，但任何轉移或披露閣下資料予其他人士以供其在直接促銷中使用將受以下「在直接促銷中使用閣下資料」部分所限。閣下資料可能被轉移至香港境外：

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

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我們根據香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求需要向其作出披露的任何人士。

Use of Your Information in direct marketing

在直接促銷中使用閣下資料

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

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

In connection with direct marketing, we intend:

就直接促銷，我們有意：

(a) to use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;
使用我們不時收集、產生、編制或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據；

(b) to market the following classes of services and products to you:

向閣下促銷以下類別的服務及產品：

(1) real estate properties (including car parking spaces) or property developments offered by member(s) of the Group, JV Companies or other persons who engage us to sell or promote real estate properties for them;

集團成員、合資公司或其他委任我們代其銷售或推廣地產物業的人士提供的地產物業（包括泊車位）或物業發展項目；

(2) services and products offered by us, other members of the Group or JV Companies (including real estate agency services, credit facilities and financial services);

我們、集團其他成員或合資公司提供的服務及產品（包括地產代理服務、信貸融資及財務服務）；

(3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us, other members of the Group or JV Companies; and

我們、集團其他成員或合資公司提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及

(4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;

為慈善或非牟利用途的捐款或捐贈，或企業社會責任節目或活動；

(c) in return for money or other property, to provide Your Information described in (a) above to other members of the Group for their use in direct marketing the classes of services and products described in (b) above.

為換取金錢或其他財產，將以上(a)段所述的閣下資料提供予集團其他成員以供其在直接促銷以上(b)段所述的服務及產品類別中使用。

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

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

Access to and correction of Your Information

查閱及改正閣下資料

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

閣下有權根據條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求，可以指定的書面

形式向我們的資料保障主任提出，其地址為香港灣道 30 號新鴻基中心 45 樓。

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

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

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

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

Please do NOT send direct marketing information to me.

請不要向我發送直接促銷資訊。

Please do NOT provide my personal data to other persons for their use in direct marketing.

請不要將本人的個人資料提供予其他人士以供其在直接促銷中使用。

Signed by the Purchaser(s) 買方簽署

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

Vendor 賣方	Billion Great Investment Limited 兆興投資有限公司		
Address 地址	Valais 天巒 28 & 33 Kwu Tung Road, New Territories 新界古洞路 28 號及 33 號		
Property 該物業		Avenue/Boulevard 大道	House No. 洋房號數
	1.		
	2.		
Purchaser(s) 買方			
I.D/Passport/B.R. No. 身份證/護照/商業登記證號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

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

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

a) I/We confirm that I/we have sufficient time to read the "Reminder to Prospective Purchasers" issued by the Sales of First-hand Residential Properties Authority as annexed in this acknowledgement letter. 本人/吾等有足夠時間閱讀載於本確認書附錄的一手住宅物業銷售監管局發出的「給準買家的提醒」。

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

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

<u>Financing Plan</u> <u>財務計劃</u>	<u>Relevant annex of Tender Notice</u> <u>招標文件的相對附件</u>
Standby Second Mortgage Loan 備用第二按揭貸款	Annex A.4(a) 附件A.4(a)
Standby First Mortgage Loan 備用第一按揭貸款	Annex A.4(b) 附件A.4(b)
King's Key 120 King's Key 120	Annex A.4(c) 附件A.4(c)
Extended Loan 延續貸款	Annex A.4(d) 附件A.4(d)

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

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

- c) The Vendor has reminded me/us to directly enquire with the Vendor's designated financing company if in doubt about the details of the terms and conditions of the financing plan(s), approval conditions and application procedures.
賣方已提醒本人／吾等，如對財務計劃的條款及條件、批核條件和申請手續有疑問，應直接向賣方指定財務公司查詢有關詳情。
- d) I/we understand that (a) all the terms and conditions of the financing plan(s) are subject to approval by the Vendor and/or the Vendor's designated financing company; and (b) the Vendor, its appointed estate agents and the Vendor's designated financing company will not provide any guarantee that I/we will be able to secure any mortgage, charge or loan or any desired terms to finance my/our purchase of the Property.
本人／吾等明白(a)財務計劃的所有條款及細則均以賣方及／或賣方指定財務公司所批核者為準；及(b)賣方、其委任的地產代理及賣方指定財務公司不會就本人／吾等能獲得任何按揭、押記或貸款或任何希望取得的條款用以資助本人／吾等購買本物業而作出任何保證。
- e) The parties do not intend any term of this acknowledgement letter to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this acknowledgement letter shall be excluded from the application of the CRTPO.
各方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第623章) (「該條例」) 強制執行本確認信下任何條款，並且同意排除該條例對本確認信的適用。
- f) In the event of any conflict or discrepancy between the Chinese and English versions of this acknowledgement letter, the English version shall prevail.
如本確認書之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Reminder to Prospective Purchasers

給準買家的提醒

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

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

- (a) **Study carefully** the information of the financing plans (including terms and conditions, etc) as set out in **the Tender Document(s)** and other relevant document(s):

細閱有關招標文件和其他相關文件內列出的財務計劃資料（包括條款及條件等）；

- (b) Always be **cautious about verbal undertaking**, for example, guaranteed or ease of approval of any mortgage, charge or loan, made by third party (such as an estate agent), whether the financing plan will be available at the time of completion of the transactions, etc. Verbal undertaking should be **put in writing** with endorsement from the company concerned to avoid dispute.

不要輕信地產代理等第三方的口頭承諾，例如保證獲得或易於取得按揭、押記或貸款的批核，並注意在交易完成時是否仍有相關的財務計劃等。口頭承諾應書寫下來，並經有關公司加簽，以避免爭議；

- (c) **Enquire with the vendor or Designated FC** (as the case may be) **direct** about the details of the terms and conditions of the financing plan(s) (including any penalty on early redemption), approval conditions and application procedures, including whether there will be time limit within which the financing plan is available:

直接向賣方或其指定財務公司（視屬何種情況而定）查詢有關財務計劃的條款及條件(包括任何提早還款的罰款)、批核條件和申請手續(包括有關財務計劃是否只在特定時限內提供)等詳情；

- (d) **Do NOT enter into PASP rashly** before ascertaining from the vendor or Designated FC (as the case may be) **in writing** the amount of loan that can be obtained and the terms under the financing plan(s). Read the contractual documents carefully and seek legal advice if considered necessary before you sign any document; and

在賣方或其指定財務公司（視屬何種情況而定）以書面形式確認根據財務計劃可取得的貸款額及相關條款前，切勿貿然簽訂臨時買賣合約。在簽署任何文件前，應小心閱讀合約文件內容，並在有需要時徵詢法律意見；以及

- (e) **Remain cool-headed** and critically consider the followings:

保持冷靜並審慎考慮以下事項：

- Be mindful of any requirement on minimum income level, provision of income proof and passing of stress test. Check the maximum loan repayment period, interest rate and loan limit under the first mortgage and second mortgage;
留意任何有關最低入息水平、提供收入證明及通過壓力測試的規定。查看一按和二按的最長還款期、利率及貸款上限；
- Be mindful of risk of change of financial condition, approval criteria and other circumstances that may occur between the date of purchase and date of payment and may affect your ability to obtain loan under the financing plan;

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

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

List of gifts, financial advantage or benefits

贈品、財務優惠或利益的列表

Part I

第 I 部份

1. Depending on the payment plan selected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits of the payment plan will be made available by the Vendor to the Purchaser in connection with the purchase of the Property.
視乎買方其要約表格所選擇的支付辦法，賣方將就購買該物業向買方提供以下該支付辦法相關的贈品、財務優惠或利益。
2. All capitalised items in this list of gifts, financial advantage or benefits, unless otherwise defined, shall have the meanings ascribed to them in the Tender Document.
除非本列表另有定義，招標文件中各用語的定義適用於本贈品、財務優惠或利益的列表的用語。
3. The Vendor's offer to provide the gifts, financial advantage or benefits shall be withdrawn if the Preliminary Agreement and the Agreement is/are terminated or cancelled for whatever reason.
如臨時合約及正式合約因任何原因終止或取消，則賣方提供贈品、財務優惠及利益的協議將無效。
4. According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the first-hand Purchaser in connection with the purchase of a residential property will be deducted from the Purchase Price when calculating the loan-to-value ratio by the bank; and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.
根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予一手買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠（如有）；而有關還款能力之要求（包括但不限於供款與入息比率之上限）將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。
5. All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of the Property are offered to first-hand Purchaser only and shall not be transferable. The Vendor has absolute discretion in deciding all relevant matters including but not limited to whether a Purchaser is entitled to those discount, gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those discount, gift, financial advantage or benefit. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.
所有就購買該物業而連帶獲得的任何折扣、贈品、財務優惠或利益均只提供予買方及不可轉讓。賣方有絕對酌情權決定所有相關事項，包括但不限於買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。
6. For all cash rebate(s) (rounded up to the nearest integer) that will be offered by the Vendor for part payment of the balance of Purchase Price, subject to the relevant prerequisite for provision the cash rebate(s) being satisfied, the Vendor reserves the right to pay the cash rebate(s) to the Purchaser by other method(s) and in other manner. If subsequently it is discovered that the Purchaser is not entitled to any cash rebate(s), the Purchaser shall forthwith upon demand from the Vendor refund the relevant cash rebate(s) to the Vendor.
所有由賣方將提供用以支付樓價餘額部份的現金回贈（以向上捨入方式換算至整數），在符合提供現金回贈的相關先決條件的情況下，賣方保留權利以其他方法及形式將現金回贈支付予買方。如其後發現買方不應獲得任何現金回贈，買方收到賣方要求後須立即退回相關現金回贈予賣方。
7. The Vendor's designated financing company is a related company of the Vendor. The Vendor's designated financing company does not and will not appoint any person (third party) for or in relation to granting a loan to any intending borrower or any specified class of intending borrower, whether as to the procuring,

negotiation, obtaining, application, guaranteeing or securing the repayment of such a loan.

賣方的指定財務機構為賣方的有聯繫公司。賣方的指定財務機構沒有亦將不會委任任何人士（第三方）處理就向任何擬借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。

8. The maximum loan amount, interest rate and terms of any loan to be offered by the Vendor's designated financing company are for reference only. The actual loan amount, interest rate and terms to be offered to the Purchaser shall be subject to the independent approval of the designated financing company, and may be affected by the laws and the guidelines, announcement, memorandum, etc. (whether the same is binding on the designated financing company) issued by the Government, Hong Kong Monetary Authority, banks and relevant regulatory authorities from time to time. The Purchaser shall provide information and documents requested from the designated financing company, otherwise, the loan application shall not be processed.

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

9. (Applicable to corporate Purchaser only) If there are any changes (including any reduction, increase, substitution or replacement) in the shareholder structure and/or the directorship of the Purchaser at any time prior to (and including) the date of payment of balance of Purchase Price without the Vendor's written consent, the Vendor shall be entitled (but not obliged) to in its absolute discretion cancel and/or withdraw the designated gift, financial advantage or benefit (refer to the gift, financial advantage or benefit which is "only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)") to be made available to the Purchaser in connection with the purchase of a specified residential property in the Development. In such event, if any of the designated gift, financial advantage or benefit being cancelled and/or withdrawn by the Vendor has already been provided or given by the Vendor to the Purchaser, the Purchaser shall return and/or refund such designated gift, financial advantage or benefit to the Vendor forthwith. The Purchaser shall not be entitled to any compensation therefor. As a pre-condition of enjoying the designated gift, financial advantage or benefit, the Purchaser shall provide documents and information as requested by the Vendor from time to time to show and prove the number and identity of all of the directors and shareholders of the Purchaser and no change in the shareholder structure and/or the directorship of the Purchaser. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.

（只適用於公司買方）如於支付樓價餘額的日期前（包括該日期），買方的股東結構及／或董事於沒有得到賣方的書面同意下有任何變動（包括減少、增加、取代或更換），賣方有絕對酌情權（但無責任）取消及／或撤回就購買發展項目指明住宅物業而提供予買方的指定贈品、財務優惠或利益（指「只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人」的贈品、財務優惠或利益）。在此情況下，如賣方取消及／或撤回的指定贈品、財務優惠或利益已由賣方提供或給予買方，買方須立即將該等指定贈品、財務優惠或利益退回及／或退還賣方。買方不會為此獲得任何補償。作為享有指定贈品、財務優惠或利益的先決條件，買方須提供賣方不時要求的文件及資料以顯示及證明買方所有董事和股東的數目和身份以及買方的股東架構及／或董事並無變動。如有任何爭議，賣方之決定為最終並對買方有約束力。

(TG1) 720 Days (Early Move-in) Payment Plan
720 日（提前入住）付款計劃

1. Stamp Duty Express (the designated gift, financial advantage or benefit)
印花稅直送（指定贈品、財務優惠或利益）

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

Where the Purchaser selects the Stamp Duty Express in the Offer Form, the Purchaser shall be eligible for the Stamp Duty Express in an amount equal to the amount specified in the Offer Form. Please see Annex A.1 for details.

如買方於要約表格選擇印花稅直送，買方可享有印花稅直送，其金額相等於要約表格中所指明的金額。詳情請參閱附件 A.1。

2. Completion Benefit
成交優惠

- (a) Where the Purchaser fully pays the Purchase Price and completes the sale and purchase of the Property within any period specified in the table below, the Purchaser shall be entitled to a Completion Benefit (“Completion Benefit”) offered by the Vendor according to the table below. 如買方於以下列表訂明的任何期限內繳付樓價全數及完成該物業的買賣交易，可根據以下列表獲賣方送出成交優惠（『成交優惠』）。

Completion Benefit Table
成交優惠列表

Date of completion of the sale and purchase of the Property 完成該物業的買賣交易日期	Completion Benefit amount 成交優惠金額
Within 180 days after the date of the Letter of Acceptance 於接納書的日期後 180 日內	5% of the Purchase Price 樓價 5%
Within 181 days to 450 days after the date of the Letter of Acceptance 於接納書的日期後 181 日至 450 日內	2% of the Purchase Price 樓價 2%

- (b) The Purchaser shall notify the Vendor in writing to apply for the Completion Benefit at least 30 days before the intended date of completion of the sale and purchase of the Property. After the Vendor has received the application and duly verified the information to be correct, the Vendor will upon completion apply the Completion Benefit for part payment of the balance of the Purchase Price directly. Irrespective of whether or not the application for Completion Benefit is approved by the Vendor, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property to the Vendor in accordance with the Agreement (if applicable, including all revised Agreement and supplemental agreement(s)). 買方須於其意欲完成該物業的買賣的交易日前最少 30 日，以書面向賣方提出申請成交優惠，賣方會於收到申請並證實有關資料無誤後將成交優惠於成交時直接用於支付部份樓價

餘額。不論成交優惠的申請獲賣方批核與否，買方仍須按正式合約(如適用，包括所有修改後的正式合約及補充合約)完成該物業的交易及向賣方繳付該物業的樓價全數。

- (c) If the last day of any period as set out in the paragraph 2(a) above is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance), the said day shall fall on the next working day.

如上述第 2(a)段中訂明的任何期限的最後一日不是工作日(按《一手住宅物業銷售條例》第 2(1)條所定義)，則該日期定為下一個工作日。

3. SHKP Club Member Cash Rebate **新地會會員現金回贈**

If the Purchaser is a SHKP Club member (i.e. at least one individual Purchaser (if the Purchaser is an individual(s)) or at least one director of the Purchaser (if the Purchaser is a corporation) is a SHKP Club member on or before the date of settlement of the balance of the Purchase Price), subject to settlement of the balance of the Purchase Price in accordance with the Agreement (if applicable, including all revised Agreement and supplemental agreement(s)), the Purchaser shall be entitled to a cash rebate of HK\$10,000.

如買方為新地會會員(即在付清樓價餘額之日或之前，最少一位個人買方(如買方是以個人名義)或最少一位買方之董事(如買方是以公司名義)須為新地會會員)，買方在按正式合約(如適用，包括所有修改後的正式合約及補充合約)付清樓價餘額的情況下，可獲港幣\$10,000 現金回贈。

For the avoidance of doubt, each residential property shall only be entitled to the SHKP Club Member Cash Rebate once.

為免疑問，每個住宅物業只可獲一次新地會會員現金回贈。

The Purchaser applies to the Vendor in writing for the SHKP Club Member Cash Rebate at least 30 days before the date of settlement of the balance of the Purchase Price. After the Vendor has received the application and duly verified the information, the Vendor will apply the SHKP Club Member Cash Rebate for part payment of the balance of the Purchase Price directly.

買方於付清樓價餘額之日前最少30日以書面向賣方申請新地會會員現金回贈，賣方會於收到申請並確認有關資料無誤後將新地會會員現金回贈直接用於支付部份樓價餘額。

4. Early Move-in Offer **提前入住優惠**

- **only applicable to the Purchaser who is individual**
只適用於個人名義買方
- **If the Purchaser has utilized the Early Move-in Offer, then the Purchaser shall not be entitled to the Standby First Mortgage Loan as set out in paragraph 6(b) and/or the King's Key 120 as set out in paragraph 6(c).**
如買方已使用提前入住優惠，買方不會享有第 6(b)段所述的備用第一按揭貸款及/或第 6(c)段所述的 King's Key 120。

Subject to the conditions precedent as set out in paragraph (I) of Annex A.2 being satisfied by the Purchaser, the Vendor may grant a licence to the Purchaser to occupy the Property as a licensee until the date of completion of sale and purchase of the Property as specified in the Agreement (if applicable, including all revised Agreement and supplemental agreement(s)) or the actual completion date of sale and purchase of the Property. Please see Annex A.2 for details.

在買方滿足附件 A.2 的第(I)段所列明的先決條件的前提下，賣方可給予買方許可證以准許買方以許可人的身份佔用該物業直至正式合約(如適用，包括所有修改後的正式合約及補充合約)

內訂明的完成該物業之買賣交易日或實際完成該物業之買賣交易日，以較早日期為準。詳情請參閱附件 A.2。

5. Standby Completion Extension Benefit 備用伸延交易優惠

Subject to the conditions precedent as set out in paragraph (I) of Annex A.3 being satisfied by the Purchaser, the Vendor may allow the Purchaser to extend the completion of the sale and purchase of the Property for maximum 360 days. Please see Annex A.3 for details.

在買方滿足附件A.3的第(I)段所列明的先決條件的前提下，賣方可容許買方將該物業之買賣交易伸延最多360日。詳情請參閱附件A.3。

6. Loan Offer 貸款優惠

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

(a) Standby Second Mortgage Loan (the designated gift, financial advantage or benefit) 備用第二按揭貸款（指定贈品、財務優惠或利益）

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

The maximum amount of the Standby Second Mortgage Loan amount shall be 20% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Standby Second Mortgage Loan shall not exceed 70% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. Please see Annex A.4(a) for details.

備用第二按揭貸款的最高金額為淨樓價的 20%，惟第一按揭貸款（由第一按揭銀行提供）及備用第二按揭貸款總金額不可超過淨樓價的 70%，或應繳付之樓價餘額，以較低者為準。詳情請參閱附件 A.4(a)。

(b) Standby First Mortgage Loan (the designated gift, financial advantage or benefit) 備用第一按揭貸款（指定贈品、財務優惠或利益）

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

- **not applicable to the Purchaser who has utilized the Early Move-in Offer as set out in paragraph 4**

不適用於已使用第 4 段所述的提前入住優惠的買方

The maximum amount of Standby First Mortgage Loan shall be 70% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. Please see Annex A.4(b) for details.

備用第一按揭貸款的最高金額為淨樓價的 70%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附件 A.4(b)。

(c) **King's Key 120**
King's Key 120

- **only applicable to the Purchaser who is an individual**
只適用於個人名義買方
- **not applicable to the Purchaser who has utilized the Early Move-in Offer as set out in paragraph 4**
不適用於已使用第 4 段所述的提前入住優惠的買方

Please see Annex A.4(c) for details.
詳情請參閱附件 A.4(c)。

The term "Net Purchase Price" means the amount of the Purchase Price after deducting the Stamp Duty Express (if any) as set out in paragraph 1, the Completion Benefit (if any) as set out in paragraph 2 and the SHKP Club Member Cash Rebate (if any) as set out in paragraph 3
『淨樓價』一詞指樓價扣除第1段所述的印花稅直送（如有）、第2段所述的成交優惠（如有）及第3段所述的新地會會員現金回贈（如有）後的金額。

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

Without affecting the Purchaser's rights under the Agreement, the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of completion of sale and purchase of the Property or (if the Purchaser has utilized the Early Move-in Offer as set out in paragraph 4) the date when possession of the Property is delivered to the Purchaser (whichever is earlier) rectify any defects to the Property.

在不影響買方於正式合約下之權利的前提下，凡該物業有欠妥之處，買方可於該物業的成交日或（如買方已使用第4段所述的提前入住優惠）該物業的管有權交予買方的日期（以較早者計）起計3年內向賣方發出書面通知，賣方須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。

For the avoidance of doubt, the First 3 Years Warranty Offer does not apply to any defects caused by fair wear and tear, the act or neglect of any person; and the landscape area and plants (if any); and the Furniture as set out in paragraph 8.

為免疑問，首3年保修優惠不適用於該欠妥之處由正常損耗、任何人之行為或疏忽造成；及園景及植物（如有）；及第8段所述的該傢俱。

The First 3 Years Warranty Offer is subject to other terms and conditions.
首3年保修優惠受其他條款及細則約束。

8. Free Furniture Offer
送贈傢俱優惠

The Purchaser will be provided with the decoration, furniture and chattels of the relevant residential property as set out in Annex A.5 hereto (the "Furniture") free of charge. No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect regarding the Furniture. In particular, no warranty, maintenance or representation whatsoever is given as to the condition, state, quality or fitness of any of the Furniture or as to whether any of the Furniture is or will be in working condition. The Furniture will be delivered to the Purchaser upon completion of the sale and purchase of the residential property in such condition as at completion together with the residential property. In any event, no objection or requisitions whatsoever shall be raised by the

Purchaser in respect of the Furniture. For the avoidance of doubt, the First 3 Years Warranty Offer as set out in paragraph 7 does not apply to the Furniture. This offer is subject to other terms and conditions. 買方可免費獲贈附件A.5所述之相關住宅物業之裝飾、傢俱和物件（『該傢俱』）。賣方或其代表不會就該傢俱作出任何保證、保養或陳述，更不會就其狀況、狀態、品質及性能，及其是否或會否在可運作狀態作出任何保證、保養或陳述。該傢俱將於住宅物業成交日以成交時之狀況連同住宅物業交予買方。任何情況下，買方不得就該傢俱提出任何異議或質詢。為免疑問，第7段所述的首3年保修優惠不適用於該傢俱。本優惠受其他條款及條件約束。

(TH1) 720 Days Payment Plan
720 日付款計劃

1. Stamp Duty Express (the designated gift, financial advantage or benefit)
印花稅直送（指定贈品、財務優惠或利益）

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

Where the Purchaser selects the Stamp Duty Express in the Offer Form, the Purchaser shall be eligible for the Stamp Duty Express in an amount equal to the amount specified in the Offer Form. Please see Annex A.1 for details.

如買方於要約表格選擇印花稅直送，買方可享有印花稅直送，其金額相等於要約表格中所指明的金額。詳情請參閱附件 A.1。

2. Completion Benefit
成交優惠

- (a) Where the Purchaser fully pays the Purchase Price and completes the sale and purchase of the Property within any period specified in the table below, the Purchaser shall be entitled to a Completion Benefit (“Completion Benefit”) offered by the Vendor according to the table below. 如買方於以下列表訂明的任何期限內繳付樓價全數及完成該物業的買賣交易，可根據以下列表獲賣方送出成交優惠（『成交優惠』）。

Completion Benefit Table
成交優惠列表

Date of completion of the sale and purchase of the Property 完成該物業的買賣交易日期	Completion Benefit amount 成交優惠金額
Within 180 days after the date of the Letter of Acceptance 於接納書的日期後 180 日內	5% of the Purchase Price 樓價 5%
Within 181 days to 450 days after the date of the Letter of Acceptance 於接納書的日期後 181 日至 450 日內	2% of the Purchase Price 樓價 2%

- (b) The Purchaser shall notify the Vendor in writing to apply for the Completion Benefit at least 30 days before the intended date of completion of the sale and purchase of the Property. After the Vendor has received the application and duly verified the information to be correct, the Vendor will upon completion apply the Completion Benefit for part payment of the balance of the Purchase Price directly. Irrespective of whether or not the application for Completion Benefit is approved by the Vendor, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property to the Vendor in accordance with the Agreement. 買方須於其意欲完成該物業的買賣的交易日前最少 30 日，以書面向賣方提出申請成交優惠，賣方會於收到申請並證實有關資料無誤後將成交優惠於成交時直接用於支付部份樓價餘額。不論成交優惠的申請獲賣方批核與否，買方仍須按正式合約完成該物業的交易及向賣方繳付該物業的樓價全數。
- (c) If the last day of any period as set out in the paragraph 2(a) above is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance), the said day shall fall on the next working day.

如上述第 2(a)段中訂明的任何期限的最後一日不是工作日（按《一手住宅物業銷售條例》第 2(1)條所定義），則該日期定為下一個工作日。

3. SHKP Club Member Cash Rebate **新地會會員現金回贈**

If the Purchaser is a SHKP Club member (i.e. at least one individual Purchaser (if the Purchaser is an individual(s)) or at least one director of the Purchaser (if the Purchaser is a corporation) is a SHKP Club member on or before the date of settlement of the balance of the Purchase Price), subject to settlement of the balance of the Purchase Price in accordance with the Agreement, the Purchaser shall be entitled to a cash rebate of HK\$10,000.

如買方為新地會會員（即在付清樓價餘額之日或之前，最少一位個人買方（如買方是以個人名義）或最少一位買方之董事（如買方是以公司名義）須為新地會會員），買方在按正式合約付清樓價餘額的情況下，可獲港幣\$10,000 現金回贈。

For the avoidance of doubt, each residential property shall only be entitled to the SHKP Club Member Cash Rebate once.

為免疑問，每個住宅物業只可獲一次新地會會員現金回贈。

The Purchaser applies to the Vendor in writing for the SHKP Club Member Cash Rebate at least 30 days before the date of settlement of the balance of the Purchase Price. After the Vendor has received the application and duly verified the information, the Vendor will apply the SHKP Club Member Cash Rebate for part payment of the balance of the Purchase Price directly.

買方於付清樓價餘額之日前最少30日以書面向賣方申請新地會會員現金回贈，賣方會於收到申請並確認有關資料無誤後將新地會會員現金回贈直接用於支付部份樓價餘額。

4. Standby Completion Extension Benefit **備用伸延交易優惠**

Subject to the conditions precedent as set out in paragraph (I) of Annex A.3 being satisfied by the Purchaser, the Vendor may allow the Purchaser to extend the completion of the sale and purchase of the Property for maximum 360 days. Please see Annex A.3 for details.

在買方滿足附件A.3的第(I)段所列明的先決條件的前提下，賣方可容許買方將該物業之買賣交易伸延最多360日。詳情請參閱附件A.3。

5. Loan Offer **貸款優惠**

The Purchaser shall be entitled to **ONLY ONE** of the following benefits:

買方可享有以下**其中一項**優惠：

(a) Standby Second Mortgage Loan (the designated gift, financial advantage or benefit) **備用第二按揭貸款（指定贈品、財務優惠或利益）**

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

只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人

The maximum amount of the Standby Second Mortgage Loan amount shall be 20% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Standby Second Mortgage Loan shall not exceed 70% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. Please see Annex A.4(a) for details.

備用第二按揭貸款的最高金額為淨樓價的 20%，惟第一按揭貸款（由第一按揭銀行提供）及備用第二按揭貸款總金額不可超過淨樓價的 70%，或應繳付之樓價餘額，以較低者為準。詳情請參閱附件 A.4(a)。

(b) Standby First Mortgage Loan(the designated gift, financial advantage or benefit)
備用第一按揭貸款（指定贈品、財務優惠或利益）

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

The maximum amount of Standby First Mortgage Loan shall be 70% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. Please see Annex A.4(b) for details.

備用第一按揭貸款的最高金額為淨樓價的 70%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附件 A.4(b)。

(c) King's Key 120
King's Key 120

- **only applicable to the Purchaser who is an individual**
只適用於個人名義買方

Please see Annex A.4(c) for details.
詳情請參閱附件 A.4(c)。

The term "Net Purchase Price" means the amount of the Purchase Price after deducting the Stamp Duty Express (if any) as set out in paragraph 1, the Completion Benefit (if any) as set out in paragraph 2 and the SHKP Club Member Cash Rebate (if any) as set out in paragraph 3

『淨樓價』一詞指樓價扣除第1段所述的印花稅直送（如有）、第2段所述的成交優惠（如有）及第3段所述的新地會會員現金回贈（如有）後的金額。

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

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

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

For the avoidance of doubt, the First 3 Years Warranty Offer does not apply to any defects caused by fair wear and tear, the act or neglect of any person; and the landscape area and plants (if any); and the Furniture as set out in paragraph 7.

為免疑問，首3年保修優惠不適用於該欠妥之處由正常損耗、任何人之行為或疏忽造成；及園景及植物（如有）；及第7段所述的該傢俱。

The First 3 Years Warranty Offer is subject to other terms and conditions.
首3年保修優惠受其他條款及細則約束。

7. Free Furniture Offer
送贈傢俱優惠

The Purchaser will be provided with the decoration, furniture and chattels of the relevant residential property as set out in Annex A.5 hereto (the “Furniture”) free of charge. No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect regarding the Furniture. In particular, no warranty, maintenance or representation whatsoever is given as to the condition, state, quality or fitness of any of the Furniture or as to whether any of the Furniture is or will be in working condition. The Furniture will be delivered to the Purchaser upon completion of the sale and purchase of the residential property in such condition as at completion together with the residential property. In any event, no objection or requisitions whatsoever shall be raised by the Purchaser in respect of the Furniture. For the avoidance of doubt, the First 3 Years Warranty Offer as set out in paragraph 6 does not apply to the Furniture. This offer is subject to other terms and conditions. 買方可免費獲贈附件A.5所述之相關住宅物業之裝飾、傢俱和物件（『該傢俱』）。賣方或其代表不會就該傢俱作出任何保證、保養或陳述，更不會就其狀況、狀態、品質及性能，及其是否或會否在可運作狀態作出任何保證、保養或陳述。該傢俱將於住宅物業成交日以成交時之狀況連同住宅物業交予買方。任何情況下，買方不得就該傢俱提出任何異議或質詢。為免疑問，第6段所述的首3年保修優惠不適用於該傢俱。本優惠受其他條款及條件約束。

(TS1) **TS1 Payment Plan**
TS1 付款計劃

1. Stamp Duty Express (the designated gift, financial advantage or benefit)
印花稅直送 (指定贈品、財務優惠或利益)

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

Where the Purchaser selects the Stamp Duty Express in the Offer Form, the Purchaser shall be eligible for the Stamp Duty Express in an amount equal to the amount specified in the Offer Form. Please see Annex A.1 for details.

如買方於要約表格選擇印花稅直送，買方可享有印花稅直送，其金額相等於要約表格中所指明的金額。詳情請參閱附件 A.1。

2. SHKP Club Member Cash Rebate
新地會會員現金回贈

If the Purchaser is a SHKP Club member (i.e. at least one individual Purchaser (if the Purchaser is an individual(s)) or at least one director of the Purchaser (if the Purchaser is a corporation) is a SHKP Club member on or before the date of settlement of the balance of the Purchase Price), subject to settlement of the balance of the Purchase Price in accordance with the Agreement (if applicable, including all revised Agreement and supplemental agreement(s)), the Purchaser shall be entitled to a cash rebate of HK\$10,000.

如買方為新地會會員（即在付清樓價餘額之日或之前，最少一位個人買方（如買方是以個人名義）或最少一位買方之董事（如買方是以公司名義）須為新地會會員），買方在按正式合約（如適用，包括所有修改後的正式合約及補充合約）付清樓價餘額的情況下，可獲港幣\$10,000 現金回贈。

For the avoidance of doubt, each residential property shall only be entitled to the SHKP Club Member Cash Rebate once.

為免疑問，每個住宅物業只可獲一次新地會會員現金回贈。

The Purchaser applies to the Vendor in writing for the SHKP Club Member Cash Rebate at least 30 days before the date of settlement of the balance of the Purchase Price. After the Vendor has received the application and duly verified the information, the Vendor will apply the SHKP Club Member Cash Rebate for part payment of the balance of the Purchase Price directly.

買方於付清樓價餘額之日前最少30日以書面向賣方申請新地會會員現金回贈，賣方會於收到申請並確認有關資料無誤後將新地會會員現金回贈直接用於支付部份樓價餘額。

3. Loan Offer
貸款優惠

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

(a) Standby Second Mortgage Loan (the designated gift, financial advantage or benefit)
備用第二按揭貸款 (指定贈品、財務優惠或利益)

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

只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人

The maximum amount of the Standby Second Mortgage Loan amount shall be 20% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Standby Second Mortgage Loan shall not exceed 70% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. Please see Annex A.4(a) for details.

備用第二按揭貸款的最高金額為淨樓價的 20%，惟第一按揭貸款（由第一按揭銀行提供）及備用第二按揭貸款總金額不可超過淨樓價的 70%，或應繳付之樓價餘額，以較低者為準。詳情請參閱附件 A.4(a)。

(b) Standby First Mortgage Loan (the designated gift, financial advantage or benefit)
備用第一按揭貸款（指定贈品、財務優惠或利益）

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

The maximum amount of Standby First Mortgage Loan shall be 70% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. Please see Annex A.4(b) for details.

備用第一按揭貸款的最高金額為淨樓價的 70%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附件 A.4(b)。

(c) King's Key 120
King's Key 120

• only applicable to the Purchaser who is an individual
只適用於個人名義買方

Please see Annex A.4(c) for details.
詳情請參閱附件 A.4(c)。

The term "Net Purchase Price" means the amount of the Purchase Price after deducting the Stamp Duty Express (if any) as set out in paragraph 1 and the SHKP Club Member Cash Rebate (if any) as set out in paragraph 2.

『淨樓價』一詞指樓價扣除第1段所述的印花稅直送（如有）及第2段所述的新地會會員現金回贈（如有）後的金額。

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

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

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

For the avoidance of doubt, the First 3 Years Warranty Offer does not apply to any defects caused by fair wear and tear, the act or neglect of any person; and the landscape area and plants (if any); and the Furniture as set out in paragraph 5.

為免疑問，首3年保修優惠不適用於該欠妥之處由正常損耗、任何人之行為或疏忽造成；及園景及植物（如有）；及第5段所述的該傢俱。

The First 3 Years Warranty Offer is subject to other terms and conditions.
首3年保修優惠受其他條款及細則約束。

5. Free Furniture Offer **送贈傢俱優惠**

The Purchaser will be provided with the decoration, furniture and chattels of the relevant residential property as set out in Annex A.5 hereto (the “Furniture”) free of charge. No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect regarding the Furniture. In particular, no warranty, maintenance or representation whatsoever is given as to the condition, state, quality or fitness of any of the Furniture or as to whether any of the Furniture is or will be in working condition. The Furniture will be delivered to the Purchaser upon completion of the sale and purchase of the residential property in such condition as at completion together with the residential property. In any event, no objection or requisitions whatsoever shall be raised by the Purchaser in respect of the Furniture. For the avoidance of doubt, the First 3 Years Warranty Offer as set out in paragraph 4 does not apply to the Furniture. This offer is subject to other terms and conditions. 買方可免費獲贈附件A.5所述之相關住宅物業之裝飾、傢俱和物件（『該傢俱』）。賣方或其代表不會就該傢俱作出任何保證、保養或陳述，更不會就其狀況、狀態、品質及性能，及其是否或會否在可運作狀態作出任何保證、保養或陳述。該傢俱將於住宅物業成交日以成交時之狀況連同住宅物業交予買方。任何情況下，買方不得就該傢俱提出任何異議或質詢。為免疑問，第4段所述的首3年保修優惠不適用於該傢俱。本優惠受其他條款及條件約束。

Annex A.1 Stamp Duty Express (the designated gift, financial advantage or benefit)

附件 A.1 印花稅直送（指定贈品、財務優惠或利益）

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

- **only applicable to the Purchaser who selects the Stamp Duty Express in the Offer Form**
只適用於在要約表格選擇印花稅直送的買方

- (I) Subject to the settlement of the Purchase Price (including preliminary deposit, further deposit, part payment(s) and balance of Purchase Price) in accordance with the Agreement (if applicable, including all revised Agreement and supplemental agreement(s)), the Purchaser shall be eligible for the Stamp Duty Express ("Stamp Duty Express") (which amount shall be the amount specified in the Offer Form).

在買方按正式合約（如適用，包括所有修改後的正式合約及補充合約）付清樓價（包括臨時訂金、加付訂金、部分付款及樓價餘額）的情況下，買方可享有印花稅直送（『印花稅直送』）（其金額為要約表格所指明的金額）。

- (II) The primary purpose of Stamp Duty Express is for payment (or part payment) of the ad valorem stamp duty chargeable on the Agreement ("AVD") on behalf of the Purchaser. Only the amount of Stamp Duty Express to the extent of the specified cap (if any) is for payment (or part payment) of AVD. The portion of Stamp Duty Express that is for payment (or part payment) of AVD as aforesaid is hereinafter referred to as "**AVD Portion**". The portion or remaining amount of Stamp Duty Express not so used as aforesaid (hereinafter referred to as "**Remaining Portion**") will be applied for part payment of the balance of purchase price of the Property directly (as a cash rebate).

印花稅直送的主要用途為代買方繳付正式合約的應繳的從價印花稅（「AVD」）（或其部份）。不多於指明上限（如有）金額之印花稅直送部份將用於繳付AVD（或其部份）。如前述用於繳付AVD（或其部份）之印花稅直送部份以下稱為「AVD部份」。沒有如前述用途使用之印花稅直送部份或剩餘金額（以下稱為「剩餘部份」）將直接用於支付該物業的部份樓價餘額（作為現金回贈）。

- (III) The Purchaser shall remain primarily liable for payment of the AVD, and shall be responsible for payment of the difference (if any) between the actual amount of AVD and the amount of the "AVD Portion", the fixed fee for stamping a counterpart of the Agreement and (where required by the Stamp Duty Ordinance) (if applicable) the preliminary agreement for sale and purchase.

買方仍須負上繳付AVD的主要責任，及須負責繳付實際AVD的金額與「AVD部份」的金額之間的差額（如有）、加蓋買賣合約副本及（如印花稅條例要求）（如適用）臨時買賣合約的定額費用。

- (IV) After the "AVD Portion" has been applied for payment (or part payment) of the AVD by the Vendor for the first time:

在賣方首次應用「AVD部份」繳付AVD（或其部份）後：

- Subject to settlement of the balance of the Purchase Price in accordance with the Agreement (if applicable, including all revised Agreement and supplemental agreement(s)), the Vendor will apply the "Remaining Portion" (if any, as a cash rebate) for part payment of the balance of the Purchase Price of the Property directly.

在買方按正式合約（如適用，包括所有修改後的正式合約及補充合約）付清樓價餘額的情況下，賣方會將「剩餘部份」（如有，作為現金回贈）直接用於支付該物業的部份樓價餘額。

- After the Vendor has paid or applied the Stamp Duty Express as aforesaid, the Vendor's obligation to the Purchaser under this benefit will be discharged. Even if there is a change in the Purchase Price in the future (whether due to the Purchaser's application to change the terms of payment which has been approved by the Vendor or other reason), the amount of the Stamp Duty Express will not be adjusted as a result of the change in the Purchase Price and the Vendor is no longer required to pay any additional stamp duty for the Purchaser.

賣方在如前述繳付或應用印花稅直送後，賣方對買方關於此優惠的責任將完結。即使樓價日後有更改（不論是否因買方日後申請更改支付辦法獲得賣方同意或其他原因），印花稅直送的金額不會因樓價更改而調整，賣方亦無須向買方代繳任何進一步的印花稅。

- (V) If the Purchaser does not complete the purchase of the Property in accordance with the Agreement (if applicable, including all revised Agreement and supplemental agreement(s)), the full amount of the Stamp Duty Express shall be refunded to the Vendor.

如買方沒有按正式合約（如適用，包括所有修改後的正式合約及補充合約）完成購買該物業，印花稅直送的全額將須退還給賣方。

- (VI) If the Purchaser is a limited company incorporated in Hong Kong, all shareholders and all directors of the Purchaser shall provide a personal guarantee (in the form prescribed by the Vendor without amendments) regarding refund of the "Stamp Duty Express" and other matters relating to "Stamp Duty Express" to the Vendor.

如買方為香港註冊成立的有限公司，買方的所有股東及所有董事須向賣方提供有關退還印花稅直送及有關印花稅直送的其他事項的個人擔保（按賣方規定的格式及不得作出修改）。

- (VII) In case of dispute, the Vendor's determination shall be final and binding on the Purchaser.

若有爭議，賣方的決定為最終決定並對買方具有約束力。

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

印花稅直送受其他條款及細則約束。

Annex A.2 Early Move-in Offer (applicable only to the Purchaser who is individual)

附件 A.2 提前入住優惠（只適用於個人名義買方）

- **only applicable to the Purchaser who is individual**
只適用於個人名義買方

 - **If the Purchaser has utilized the Early Move-in Offer, then the Purchaser shall not be entitled to the Standby First Mortgage Loan and/or King's Key 120.**
如買方已使用提前入住優惠，買方不會享有備用第一按揭貸款及 / 或 King's Key 120。
- (I) Subject to the conditions precedent below being satisfied by the Purchaser, the Vendor may grant a licence to the Purchaser to occupy the Property as a licensee prior to the completion of sale and purchase of the Property:
在買方滿足以下先決條件的前提下，賣方可給予買方許可證以准許買方以許可人的身份在該物業買賣交易完成前佔用該物業：
- (a) the Purchaser shall duly sign and submit an application form for the Early Move-in Offer (the "Application Form") to the Vendor at least 60 days before the date of completion of sale and purchase of the Property as set out in the Agreement but not earlier than 30 days after the Letter of Acceptance; and
買方須於正式合約所訂明的該物業之買賣交易日前最少 60 日，但不可早於接納書的日期後 30 日，向賣方遞交買方已簽妥的提前入住優惠的申請表格（『申請表格』）；及
 - (b) the Purchaser has, at the time of submission of the Application Form, paid to the Vendor a non-refundable application fee equivalent to 1% of the Purchase Price. The application fee will become a part of a licence fee upon signing of the Licence Agreement (as defined below) by the Purchaser. For the avoidance of doubt, the application fee is only applied for payment of a part of a licence fee, and shall not be refunded under any circumstance; and
買方已於遞交申請表格時向賣方繳付相等於樓價 1% 之不可退還申請手續費。該申請手續費將於買方簽署許可協議（定義見下文）時轉為部分許可證費用。為免疑問，該申請費只會用於支付部分許可證費用，並且在任何情況下均不予退還；及
 - (c) the Purchaser has signed the Licence Agreement and other required documents in the Vendor's prescribed form and content; and
買方已簽署賣方指定格式及內容之許可協議及其他所需文件；及
 - (d) the Purchaser has paid to the Vendor not less than 15% of the Purchase Price; and
買方已向賣方繳付不少於樓價 15%；及
 - (e) the Purchaser has paid to the Vendor a non-refundable licence fee equivalent to 15% of the Purchase Price (after deducting the application fee paid, the amount equivalent to 14% of the Purchase Price will be paid) upon signing of the Licence Agreement (irrespective of the length of the licence period); and
買方已於簽署許可協議時向賣方繳付相等於樓價 15% 之不可退還許可證費用（扣除已繳付的申請手續費後，即繳付相等於樓價 14% 的金額）（不論許可期的長短）；及
 - (f) the Purchaser has agreed that the licence period shall not commence on a date earlier than 150 days after the date of the Letter of Acceptance (For the avoidance of doubt, the actual move-in date shall be determined by the Purchaser and the Vendor.) and shall end upon the date of completion of sale and purchase of the Property as specified in the Agreement (if applicable, including all revised Agreement and supplemental agreement(s)) or the actual date of completion of the sale and purchase of the Property, whichever is the earlier; and

買方已同意許可期的首日不可早於接納書的日期後 150 日（為免疑問，實際入住日期須由買方及賣方確定作實。），而許可期必須在正式合約（如適用，包括所有修改後的正式合約及補充合約）內訂明的完成該物業之買賣交易日或實際完成該物業之買賣交易日終止，以較早日期為準；及

- (g) the Purchaser has agreed to bear all legal costs, expenses and tax (if any) arising from the Licence Agreement; and
買方已同意負責所有就許可協議而產生的法律費用、開支及稅項（如有）；及
- (h) any other terms and conditions as shall be imposed by the Vendor.
任何其他由賣方施加的條款及細則。

- (II) The Purchaser shall be responsible for management fees, Government rent and rates, and all other outgoings and expenses of the Property (collectively “Relevant Expenses”) during the licence period.
在許可期內，買方須負責該物業之管理費、地租、差餉及所有其他雜費（統稱『相關開支』）。
- (III) The Purchaser shall pay all deposits payable in respect of the supply of any utility to the Property and pay all utility charges for the Property during the licence period. For the avoidance of doubt, the utility deposits and utility charges do not form part of the Relevant Expenses.
在許可期內，買方須支付為該物業提供的任何公用事業服務的所有按金，以及支付該物業之所有公用事業服務收費。為免疑問，公用事業服務的按金及收費並不構成相關開支的一部分。
- (IV) The Purchaser shall not alter the internal layout or partition of the Property or do anything which require or may require amendment(s) of the approved building plans or carry out any works to the Property without the prior written approval of the Vendor during the licence period.
在許可期內，買方不可改變該物業的內部布局或間隔或作出任何行為而導致經批准的建築圖則須要或可能須要修改或在未有賣方書面批准前對該物業進行任何工程。
- (V) The Purchaser shall not let, sub-let, licence, sub-licence, share or part with possession or occupation of the Property or any part thereof during the licence period.
在許可期內，買方不可出租、分租、許可、分許可、分享或分開擁有或佔用該物業或其任何部分。
- (VI) Upon the termination of the Licence (except upon the completion of the sale and purchase of the Property in accordance with the Agreement (if applicable, including all revised Agreement and supplemental agreement(s)), the Purchaser shall be responsible for and pay the Vendor the costs and expenses to reinstate the Property and the fittings, finishes and appliance as set out in the Agreement and incorporated into the Property to the condition as at the start date of the licence period.
在許可證終止後（按正式合約（如適用，包括所有修改後的正式合約及補充合約）完成該物業買賣交易除外），買方須負責及向賣方支付將該物業及按正式合約中所述已納入該物業的裝置、裝修物料及設備恢復至許可期的開始日期時的狀況的費用和開支。
- (VII) Subject to the Purchaser who has utilized the Early Move-in Offer completing the sale and purchase of the Property in accordance with the Agreement (if applicable, including all revised Agreement and supplemental agreement(s)), the Purchaser will be entitled to a cash rebate equivalent to 15% of the Purchase Price (“**15% Cash Rebate**”). The Purchaser shall notify the Vendor in writing of the actual date of completion at least 30 days before the actual date of completion of the sale and purchase. After the Vendor has received the notification and duly verified the information to be correct, the Vendor will apply the 15% Cash Rebate, after deducting the Relevant Expenses, for part payment of the balance of purchase price of the Property directly. For the avoidance of doubt, if the Purchaser fails to complete the sale and purchase of the Property in accordance with the Agreement (if applicable, including all revised Agreement and supplemental agreement(s)), the Purchaser shall pay to the Vendor the Relevant Expenses at his/her own cost upon termination of the Licence Agreement.

已使用提前入住優惠之買方在按正式合約（如適用，包括所有修改後的正式合約及補充合約）完成該物業買賣交易的前提下，可獲相等於樓價 15%之現金回贈（『**15%現金回贈**』）。買方須於實際完成該物業的買賣交易日前最少 30 日，以書面方式通知賣方實際完成交易日期。賣方會於收到通知並證實有關資料無誤後，將 15%現金回贈扣除相關開支後，直接用於支付該物業的部份樓價餘額。為免疑問，如買方未能按正式合約（如適用，包括所有修改後的正式合約及補充合約）完成該物業買賣，買方須於許可協議終止時自費向賣方支付相關開支。

(VIII) The Vendor reserves the absolute right to reject the Application made by the Purchaser; and amend the Licence Agreement and the relevant agreement(s).

賣方保留絕對權利拒絕買方提出的申請；及修改許可協議及相關合約。

(IX) The Early Move-in Offer is subject to other terms and conditions.

提前入住優惠受其他條款及細則約束。

- (I) Subject to the conditions precedent below being satisfied by the Purchaser, the Vendor may allow the Purchaser to extend the completion of the sale and purchase of the Property for maximum 360 days: 在買方滿足以下先決條件的前提下，賣方可容許買方將該物業之買賣交易伸延最多 360 日：
- (a) submission of an application form (the "Application Form") duly signed by the Purchaser to the Vendor for the Standby Completion Extension Benefit at least 60 days before the date of completion of sale and purchase as specified in the Agreement; and 買方須於正式合約內訂明的買賣交易日前最少 60 日，向賣方遞交買方已簽妥的備用伸延交易優惠的申請表格（『申請表格』）；及
 - (b) the Purchaser has signed the supplemental agreement and other required documents ("Supplemental Document") in the Vendor's prescribed form and content (including but not limited to a supplemental agreement to the Agreement), and paid to the Vendor an extension fee (irrespective of the length of the extension period) equivalent to 5% of the Purchase Price; and 買方已簽署賣方指定格式及內容之補充合約及其他所需文件（『補充文件』）（包括但不限於正式合約的補充合約），並向賣方繳付(不論伸延期的長短)相等於樓價 5% 之伸延費用；及
 - (c) the Purchaser has paid to the Vendor not less than 15% of the Purchase Price; and 買方已向賣方繳付不少於樓價 15%；及
 - (d) the Purchaser has agreed to bear all legal costs, expenses and tax (if any) arising from the Supplemental Document and any other documents in connection with this Offer; and 買方已同意負責所有就補充文件及其他與此優惠相關的文件而產生的法律費用、開支及稅項(如有)；及
 - (e) any other terms and conditions as shall be imposed by the Vendor. 任何其他由賣方規定的條款及細則。
- (II) The Vendor reserves the absolute right to reject the application made by the Purchaser; and amend the Supplemental Document and the relevant agreement(s). 賣方保留絕對權利拒絕買方提出的申請；及修改補充文件及相關合約。
- (III) Subject to the Purchaser who has utilized the Standby Completion Extension Benefit completing the sale and purchase of the Property in accordance with the Agreement (including all revised Agreement and supplemental agreement(s) in accordance with this annex), the Purchaser will be entitled to a cash rebate equivalent to 2% of the Purchase Price ("Extension Fee Cash Rebate"). The Purchaser shall notify the Vendor in writing of the actual date of completion at least 30 days before the actual date of completion of the sale and purchase. After the Vendor has received the notification and duly verified the information to be correct, the Vendor will apply the Extension Fee Cash Rebate for part payment of the balance of the Purchase Price directly. 已使用備用伸延交易優惠之買方在按正式合約(包括所有按本附件修改後的正式合約及補充合約)完成該物業買賣交易的前提下，可獲相等於樓價 2% 之現金回贈（『伸延費用現金回贈』）。買方須於實際完成該物業的買賣交易日前最少 30 日，以書面方式通知賣方實際完成交易日期。賣方會於收到通知並證實有關資料無誤後，將伸延費用現金回贈直接用於支付部份樓價餘額。
- (IV) The Standby Completion Extension Benefit is subject to other terms and conditions. 備用伸延交易優惠受其他條款及細則約束。

Annex A.4(a) Standby Second Mortgage Loan (“Second Mortgage Loan”) (the designated gift, financial advantage or benefit)

附件 A.4(a) 備用第二按揭貸款（『第二按揭貸款』）（指定贈品、財務優惠或利益）

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

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

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

(I) The Purchaser shall make a written application to the designated financing company for a Second Mortgage Loan not less than 60 days before the date of completion of sale and purchase of the Property. Late loan applications will not be processed by the designated financing company.
買方必須於完成該物業之買賣交易日前最少60日以書面向指定財務機構申請第二按揭貸款。指定財務機構將不會處理逾期貸款申請。

(II) The Second Mortgage Loan shall be secured by a legal mortgage over the residential property.
第二按揭貸款以該住宅物業之法定按揭作抵押。

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

All shareholders and all directors of the Purchaser upon the date of signing of the preliminary agreement for sale and purchase, shall be the guarantor(s) for the Second Mortgage Loan.

（只適用於買方為香港註冊成立的有限公司及其所有股東及董事均為個人）

買方於簽署臨時買賣合約的日期的所有股東和所有董事，必須成為第二按揭貸款的擔保人。

(III) The Property shall only be self-occupied by the Purchaser.
該物業只可供買方自住。

(IV) The maximum amount of the Second Mortgage Loan shall be 20% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall not exceed 70% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower.

第二按揭貸款的最高金額為淨樓價的20%，惟第一按揭貸款（由第一按揭銀行提供）及第二按揭貸款總金額不可超過淨樓價的70%，或應繳付之樓價餘額，以較低者為準。

(V) Interest rate for the first 36 months shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited (“Hong Kong Dollar Best Lending Rate”) minus 2% p.a., thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation.

首36個月之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% p.a.，其後之利率為港元最優惠利率加1% p.a.，利率浮動。

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

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

(VII) The Purchaser shall repay the Second Mortgage Loan by monthly instalments.

買方須以按月分期償還第二按揭貸款。

- (VIII) No prepayment penalty for full repayment or partial prepayment is levied, but 1 month's prior written notice to the designated financing company is required. Each partial prepayment shall be at least HK\$100,000.
全數或部分償還不徵收提前償還罰款，但須於一個月前以書面提前通知指定財務機構。每次部分償還必須不少於港幣\$100,000。
- (IX) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Second Mortgage Loan.
買方須就申請第二按揭貸款支付港幣\$5,000不可退還的申請手續費。
- (X) The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note for the last 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any). The Purchaser and his/her/its guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.
買方及其擔保人（如有）須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及／或銀行紀錄。指定財務機構會對買方及其擔保人（如有）進行信貸審查及評估。買方及其擔保人（如有）必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。
- (XI) The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income.
每月（所有種類）供款總額不可高於每月收入總額的50%。
- (XII) The first mortgagee bank shall be nominated and referred by the designated financing company and the Purchaser shall obtain consent from the first mortgagee bank to apply for the Second Mortgage Loan. Please note that, the first mortgagee bank has agreed in principle that the designated financing company may offer the Second Mortgage Loan to the Purchaser subject to bank's credit assessment, and will take into account the terms of the Second Mortgage Loan in accordance with bank's credit approval.
第一按揭銀行須為指定財務機構所指定及轉介之銀行，買方並且須得到第一按揭銀行同意辦理第二按揭貸款。請注意，第一按揭銀行已原則上同意指定財務機構可在銀行信貸評估的基礎上向買方提供第二按揭貸款，並將第二按揭貸款的條款納入銀行的按揭審批考慮。
- (XIII) The first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall be approved by the relevant mortgagees independently.
第一按揭貸款（由第一按揭銀行提供）及第二按揭貸款須由有關承按機構獨立審批。
- (XIV) **In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.**
指定財務機構會因應買方及其擔保人（如有）的信貸審查及評估結果，對有關付款計劃所述的貸款條款（包括但不限於貸款金額、利率、年期及／或其他條件）作出調整。
- (XV) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Second Mortgage Loan. The approval, disapproval or the approved loan amount of the Second Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement (if applicable, including all revised Agreement and supplemental agreement(s)).

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

(XVI) All legal documents of the Second Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the Second Mortgage Loan. 所有第二按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第二按揭貸款的律師費用及代墊付費用。

(XVII) The Second Mortgage Loan is subject to other terms and conditions. 第二按揭貸款受其他條款及細則約束。

(XVIII) No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the Second Mortgage Loan. 賣方無給予或視之為已給予任何就第二按揭貸款之安排及批核的陳述或保證。

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

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

Annex A.4(b) Standby First Mortgage Loan (“First Mortgage Loan”) (the designated gift, financial advantage or benefit)

附件 A.4(b) 備用第一按揭貸款（『第一按揭貸款』）（指定贈品、財務優惠或利益）

- **only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s); and**
只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人；及
- **not applicable to the Purchaser who has utilized the Early Move-in Offer as set out in Annex A.2**
不適用於已使用附件 A.2 所述的提前入住優惠的買方

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

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

(I) The Purchaser shall make a written application to the designated financing company for a First Mortgage Loan not less than 60 days before the date of completion of sale and purchase of the Property. Late loan applications will not be processed by the designated financing company.

買方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。指定財務機構將不會處理逾期貸款申請。

(II) The First Mortgage Loan shall be secured by a first legal mortgage over the Property.

第一按揭貸款以該物業之第一法定按揭作抵押。

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

All shareholders and all directors of the Purchaser upon the date of signing of the preliminary agreement for sale and purchase, shall be the guarantor(s) for the First Mortgage Loan.

（只適用於買方為香港註冊成立的有限公司及其所有股東及董事均為個人）

買方於簽署臨時買賣合約的日期的所有股東和所有董事，必須成為第一按揭貸款的擔保人。

(III) The Property shall only be self-occupied by the Purchaser.

該物業只可供買方自住。

(IV) The maximum amount of the First Mortgage Loan shall be 70% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable.

第一按揭貸款的最高金額為淨樓價的70%，惟貸款金額不可超過應繳付之樓價餘額。

(V) Interest rate for the first 36 months shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited (“Hong Kong Dollar Best Lending Rate”) minus 2% p.a., thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation.

首36個月之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% p.a.，其後之利率為港元最優惠利率加1% p.a.，利率浮動。

(VI) The maximum tenor of First Mortgage Loan shall be 25 years.

第一按揭貸款年期最長為25年。

(VII) The Purchaser shall repay the First Mortgage Loan by monthly instalments.

買方須以按月分期償還第一按揭貸款。

- (VIII) No prepayment penalty for full repayment or partial prepayment is levied, but 1 month's prior written notice to the designated financing company is required. Each partial prepayment shall be at least HK\$100,000.
全數或部分償還不徵收提前償還罰款，但須於一個月前以書面提前通知指定財務機構。每次部分償還必須不少於港幣\$100,000。
- (IX) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the First Mortgage Loan.
買方須就申請第一按揭貸款支付港幣\$5,000不可退還的申請手續費。
- (X) The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note for the last 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any). The Purchaser and his/her/its guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.
買方及其擔保人（如有）須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及／或銀行紀錄。指定財務機構會對買方及其擔保人（如有）進行信貸審查及評估。買方及其擔保人（如有）必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。
- (XI) The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income.
每月（所有種類）供款總額不可高於每月收入總額的50%。
- (XII) The First Mortgage Loan application shall be approved by the designated financing company independently.
第一按揭貸款申請須由指定財務機構獨立審批。
- (XIII) In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.**
指定財務機構會因應買方及其擔保人（如有）的信貸審查及評估結果，對有關付款計劃所述的貸款條款（包括但不限於貸款金額、利率、年期及／或其他條件）作出調整。
- (XIV) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the First Mortgage Loan. The approval, disapproval or the approved loan amount of the First Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement (if applicable, including all revised Agreement and supplemental agreement(s)).
買方敬請向指定財務機構查詢有關第一按揭貸款用途及詳情。第一按揭貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按正式合約（如適用，包括所有修改後的正式合約及補充合約）完成該物業的交易及繳付該物業的樓價全數。
- (XV) All legal documents of First Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the First Mortgage Loan.

所有第一按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。
買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第一按揭貸款的律師費用及代墊付費用。

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

第一按揭貸款受其他條款及細則約束。

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

賣方無給予或視之為已給予任何就第一按揭貸款之安排及批核的陳述或保證。

- **only applicable to the Purchaser who is an individual**
只適用於個人名義買方
- **not applicable to the Purchaser who has utilized the Early Move-in Offer as set out in Annex A.2**
不適用於已使用附件 A.2 所述的提前入住優惠的買方

The Purchaser can apply to the Vendor's designated financing company ("designated financing company") for the King's Key 120 ("Payment Financing"). Key terms are as follows:

買方可向賣方的指定財務機構（『指定財務機構』）申請King's Key 120（『樓價貸款』），主要條款如下：

- (I) The Purchaser makes a written application to the designated financing company for a Payment Financing not less than 60 days before date of settlement of the balance of the Purchase Price. Late loan applications will not be processed by the designated financing company.
買方於付清樓價餘額之日前最少60日以書面向指定財務機構申請樓價貸款。指定財務機構將不會處理逾期貸款申請。
- (II) The Payment Financing shall be secured by a first legal mortgage over the Property and a first legal mortgage over one (or more) Hong Kong residential property(ies) ("Existing Property"). The following are the basic requirements of the Existing Property:
樓價貸款必須以該物業之第一法定按揭及一個（或以上）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 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 close relative (i.e. spouse, parents (or spouse's parents), children, brothers, sisters, grandparents or grandchildren) of the Purchaser or a close relative of any one of the Purchasers; and
現有物業的註冊業主（或其中一位註冊業主）必須為買方（或買方其中一位）或買方的近親（即配偶、父母（或配偶的父母）、子女、兄弟、姊妹、祖父母、外祖父母、孫、孫女、外孫或外孫女）或買方其中一位的近親；及
 - The title to the Existing Property is good; and
現有物業的業權良好；及
 - The Existing Property is not leased out; and
現有物業沒有出租；及
 - The Existing Property is not subject to any mortgage or incumbrance other than bank mortgage; 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 a village-type house, nor a residential property in a single block with an Occupation Permit issued before 1980, nor property which is subject to alienation restrictions and nor non-estate-type property situated on the outlying islands, etc.; 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 value of the Existing Property must satisfy the following requirements:
現有物業的價值必須符合以下要求：

At the time of application for the Payment Financing 於申請樓價貸款時	The designated financing company's valuation of the Existing Property ("Valuation") 指定財務機構估算現有物業的價值(『估算價值』)
The Existing Property or (if more than one Existing Property) all Existing Properties does(do) not have any mortgage 現有物業或(如多於一個現有物業)全部現有物業沒有任何按揭	The (total) Valuation of the Existing Property(ies) is 50% of the Purchase Price or above 現有物業的(總)估算價值為樓價的50%或以上
The Existing Property or (if more than one Existing Property) any one or more of the Existing Property(ies) is/are mortgaged to a bank 現有物業或(如多於一個現有物業)任何一個或以上現有物業有銀行按揭	The (total) Valuation of the Existing Property(ies) is 80% of the Purchase Price or above 現有物業的(總)估算價值為樓價的80%或以上

Notwithstanding that the above requirements might have been met, the designated financing company reserves the right not to accept the Existing Property as security.
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。

- (III) The Property shall only be self-occupied by the Purchaser.
該物業只可供買方自住。
- (IV) The Payment Financing shall be fully drawn in one lump sum and shall only be applied for firstly payment of the balance of Purchase Price ("Tranche A") and (if applicable) secondly repayment of the mortgage loan of the Existing Property ("Tranche B"). 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.
樓價貸款必須一次過全部提取，並只可首先用於繳付樓價餘額(『A部份』)及(如適用)然後用於償還現有物業的按揭貸款(『B部份』)。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。
- (V) The maximum amounts of Tranche A and Tranche B of the Payment Financing are as follows:
樓價貸款的A部份及B部份的最高金額如下：

Situation 情況	The (total) Valuation of the Existing Property(ies) 現有物業的(總)估算價值	Tranche A (for payment of the balance of the Purchase Price) A部份(用於繳付樓價餘額)	Tranche B (for repayment of the mortgage loan(s) of the Existing Property(ies)) B部份(用於償還現有物業的按揭貸款)
1	100% of the Purchase Price or above 樓價100%或以上	90% of the Purchase Price* 樓價的90%*	30% of the Purchase Price^樓價的30%^
2	90% of the Purchase Price or above, but less than 100% of the Purchase Price 樓價90%或以上，但少於樓價100%	90% of the Purchase Price* 樓價的90%*	20% of the Purchase Price^樓價的20%^

3	80% of the Purchase Price or above, but less than 90% of the Purchase Price 樓價80%或以上，但少於樓價90%	90% of the Purchase Price* 樓價的90%*	10% of the Purchase Price [^] 樓價的10% [^]
4	70% of the Purchase Price or above, but less than 80% of the Purchase Price 樓價70%或以上，但少於樓價80%	90% of the Purchase Price* 樓價的90%*	Not applicable 不適用
5	60% of the Purchase Price or above, but less than 70% of the Purchase Price 樓價60%或以上，但少於樓價70%	80% of the Purchase Price* 樓價的80%*	
6	50% of the Purchase Price or above, but less than 60% of the Purchase Price 樓價50%或以上，但少於樓價60%	70% of the Purchase Price* 樓價的70%*	

* less all cash rebate(s) (if any) that will be offered by the Vendor for part payment of the balance of Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable.

* 扣除所有賣方將提供用以支付樓價餘額部份的現金回贈等（如有）後的金額，惟貸款金額不可超過應繳付之樓價餘額。

[^] provided that the loan amount shall not exceed the (total) balance of the mortgage loan of the Existing Property(ies).

[^] 惟貸款金額不可超過現有物業的（總）按揭貸款餘額。

Depending on the different terms of payment under the payment plans, the Purchaser intending to apply for the maximum loan amount may have to early settle the balance of Purchase Price. The designated financing company will adjust the loan amount in accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor (if any).

因應不同付款計劃的支付條款，如買方意欲申請最高貸款金額，可能須提前支付樓價餘額。指定財務機構會因應買方及其擔保人（如有）的信貸審查及評估結果，對貸款金額作出調整。

(VI) Interest rate shall be 3.68% p.a.. The final interest rate will be subject to approval by the designated financing company.

利率為3.68% p.a.。最終利率以指定財務機構認可而定。

(VII) The maximum tenor of the Payment Financing shall be 36 months.

樓價貸款的期限最長為36個月。

(VIII) The Purchaser shall repay the Payment Financing in the following manner:

買方須以以下方式償還樓價貸款：

(a) monthly instalment amount equivalent to (as the case may be):

每月供款相當於（視情況而定）：

- 0.38% of the Purchase Price (if the amount of the Payment Financing is 90% of the Purchase Price or below); or

樓價0.38%（如樓價貸款的金額為樓價90%或以下）；或

- 0.5% of the Purchase Price (if the amount of the Payment Financing is over 90% of the Purchase Price)
樓價0.5%（如樓價貸款的金額為樓價90%以上）

shall be paid to settle interest first, and the balance shall be applied for repayment of the Payment Financing; and

先用於支付利息，餘款用於償還樓價貸款；及

- (b) fully repay the balance of the Payment Financing and interest on the maturity date.
於到期日，全數償還樓價貸款餘款及利息。

(IX) No prepayment penalty for full repayment or partial prepayment is levied.

全數或部分償還不徵收提前償還罰款。

(X) The Purchaser may apply to the designated financing company for the Extended Loan as set out in Annex A.4(d) 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:

買方可向指定財務機構申請附件A.4(d)所述的延續貸款，於樓價貸款到期日用以償還樓價貸款的A部份。延續貸款的最高金額為：

At the time of application for the Payment Financing 於申請樓價貸款時	The maximum amount of the Extended Loan 延續貸款的最高金額
The Existing Property or (if more than one Existing Property) all Existing Properties does(do) not have any mortgage 現有物業或（如多於一個現有物業）全部現有物業沒有任何按揭	the balance of the Tranche A of the Payment Financing repayable on maturity date of the Payment Financing less 10% of the Purchase Price. 樓價貸款的到期日須償還的樓價貸款的A部份的餘款減去樓價的10%。
The Existing Property or (if more than one Existing Property) any one or more of the Existing Property(ies) is/are mortgaged to a bank 現有物業或（如多於一個現有物業）任何一個或以上現有物業有銀行按揭	the balance of the Tranche A of the Payment Financing repayable on maturity date of the Payment Financing. 樓價貸款的到期日須償還的樓價貸款的A部份的餘款。

The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her guarantor (if any). Please see Annex A.4(d) for details.

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。詳情請參閱附件A.4(d)。

(XI) The Purchaser is required to provide 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 and assessment on the Purchaser and his/her guarantor (if any). The Purchaser shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

買方須提供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）進行信貸審查及評估。買方必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。

- (XII) The Purchaser is required to provide sufficient documents to prove his/her repayment ability (including monthly instalments and the repayment on maturity).
買方須提供足夠文件證明其還款能力（包括每月供款及到期還款）。
- (XIII) The Payment Financing application shall be approved by the designated financing company independently.
樓價貸款申請須由指定財務機構獨立審批。
- (XIV) **In accordance with the result of credit check and assessment of the Purchaser and his/her guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and the other conditions) as set out in the relevant payment plan.**
指定財務機構會因應買方及其擔保人（如有）的信貸審查及評估結果，對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及／或其他條件)作出調整。
- (XV) The Purchaser is advised to enquire with the designated financing company about the purpose and details of the loan. The approval, disapproval or the approved loan amount of the loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement.
買方敬請向指定財務機構查詢有關貸款用途及詳情。貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。
- (XVI) 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 in 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.
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代墊付費用。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代墊付費用。
- (XVII) The Payment Financing is subject to other terms and conditions.
樓價貸款受其他條款及細則約束。
- (XVIII) No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the Payment Financing.
賣方均無給予或視之為已給予任何就樓價貸款之批核的陳述或保證。

Annex A.4(d) Extended Loan

附件A.4(d) 延續貸款

• **only applicable to the Purchaser who is an individual**

只適用於個人名義買方

- (I) The Purchaser makes 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 relevant loan (refer to the King’s Key 120 as set out in Annex A.4(c). Late loan applications will not be processed by the designated financing company.
買方必須於有關貸款(指附件 A.4(c)所述之 King’s Key 120 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』)。指定財務機構將不會處理逾期貸款申請。
- (II) The Extended Loan shall be secured by the first legal mortgage(s) as per the requirement at the time of application for the relevant loan.
延續貸款必須以有關貸款申請時所要求的第一法定按揭作為抵押。
- (III) The Property shall only be self-occupied by the Purchaser.
該物業只可供買方自住。
- (IV) The maximum amount of the Extended Loan shall be as mentioned in Annex A.4(c).
延續貸款的最高金額請參閱附件 A.4(c)。
- (V) Interest rate shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
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加1% p.a.，利率浮動。最終利率以指定財務機構認可而定。
- (VI) The maximum tenor of the Extended Loan shall be 20 years.
延續貸款年期最長為 20 年。
- (VII) The Purchaser shall repay the Extended Loan by monthly instalments.
買方須以按月分期償還延續貸款。
- (VIII) No prepayment penalty for full repayment or partial prepayment is levied, but 1 month’s prior written notice to the designated financing company is required. Each partial prepayment shall be at least HK\$100,000.
全數或部分償還不徵收提前償還罰款，但須於一個月前以書面提前通知指定財務機構。每次部分償還必須不少於港幣\$100,000。
- (IX) The Purchaser shall pay to the designated financing company HK\$5,000 being the non-refundable application fee for the Extended Loan.
買方須就申請延續貸款向指定財務機構支付港幣\$5,000不可退還的申請手續費。
- (X) 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, Hong Kong Tax Demand Note for the last 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her guarantor (if any). The Purchaser and his/her guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

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

- (XI) 每月（所有種類）供款總額不可高於每月收入總額的50%。
The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income.
- (XII) The Extended Loan application shall be approved by the designated financing company independently.
延續貸款申請須由指定財務機構獨立審批。
- (XIII) 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.
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代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關延續貸款的律師費用及代墊付費用。
- (XIV) **In accordance with the result of credit check and assessment of the Purchaser and his/her guarantor(s) (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.**
指定財務機構會因應買方及其擔保人（如有）的信貸審查及評估結果，對有關付款計劃所述的貸款條款（包括但不限於貸款金額、利率、年期及／或其他條件）作出調整。
- (XV) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Extended Loan. The approval, disapproval or the approved loan amount of the Extended Loan and the terms thereof are subject to the final decision of the designated financing company.
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、批出貸款金額及其條款，指定財務機構有最終決定權。
- (XVI) The Extended Loan is subject to other terms and conditions.
延續貸款受其他條款及細則約束。
- (XVII) No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the Extended Loan.
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。

Annex A**附件 A****Annex A.5 Free Furniture Offer****附件 A.5 送贈傢俱優惠****Only applicable to House 1 Bern Avenue**

只適用於伯恩大道 1 號洋房

Location 位置	Furniture and Chattels 傢俱和物件
Living Room 客廳	Curtain 窗簾
Dining Room 飯廳	Curtain 窗簾
Sitting Area 閒坐區	Curtain 窗簾
Kitchen 廚房	Curtain 窗簾
Breakfast Area 早餐區	Curtain 窗簾
Guest Room 客房	Curtain 窗簾
1/F Corridor 一樓走廊	Curtain 窗簾
Family Room 家庭廳	Curtain 窗簾
Second Master Bedroom 主睡房 2	Curtain 窗簾
Bedroom 1 睡房 1	Curtain 窗簾
Bedroom 2 睡房 2	Curtain 窗簾
2/F Corridor 二樓走廊	Curtain 窗簾
Master Bedroom 主睡房	Curtain 窗簾
Master Bathroom 主浴室	Curtain 窗簾
Bedroom 3 睡房 3	Curtain 窗簾
Bathroom 4 浴室 4	Curtain 窗簾
Staircase 樓梯	Curtain 窗簾

Only applicable to House 2 Bern Avenue

只適用於伯恩大道 2 號洋房

Location 位置	Furniture and Chattels 傢俱和物件
Living Room 客廳	Curtain 窗簾
Sitting Area 閒坐區	Curtain 窗簾
Kitchen 廚房	Curtain 窗簾
Family Room 家庭廳	Curtain 窗簾
Ensuite 1 套房 1	Curtain 窗簾
Ensuite 2 套房 2	Curtain 窗簾
Ensuite 3 套房 3	Curtain 窗簾
Master Bedroom 主睡房	Curtain 窗簾
Master Bathroom 主浴室	Curtain 窗簾
Ensuite 4 套房 4	Curtain 窗簾

Annex A

附件 A

Only applicable to House 2 Rhein Avenue

只適用於萊茵河大道 2 號洋房

Location 位置	Furniture and Chattels 傢俱和物件
Living Room 客廳	Curtain 窗簾
Sitting Area 閒坐區	Curtain 窗簾
Kitchen 廚房	Curtain 窗簾
Family Room 家庭廳	Curtain 窗簾
Ensuite 1 套房 1	Curtain 窗簾
Ensuite 2 套房 2	Curtain 窗簾
Ensuite 3 套房 3	Curtain 窗簾
Master Bedroom 主睡房	Curtain 窗簾
Master Bathroom 主浴室	Curtain 窗簾
Ensuite 4 套房 4	Curtain 窗簾

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

Keep Money Laundering Away from Hong Kong

Lawyers and Public to Play Key Roles

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

For Individuals

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

For Corporations

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

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

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

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

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

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

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

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



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

Frequently Asked Questions

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

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

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

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

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

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

What is meant by suspicious transaction?

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

- A secretive entity
- Unusual instructions
- Unusual settlement requests

What if I do not want to disclose my information?

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

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

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



A secretive entity

Unusual instructions

Unusual settlement requests

律師與市民齊參與 打擊清洗黑錢活動

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

個別人士

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

公司

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

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

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

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

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

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

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

常見問題

香港律師會為何要求律師向客戶索取有關身份證明及核實資料？

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

除身份證明文件外，律師還需進一步索取其他資料嗎？

律師將根據交易性質進行查證工作。例如辦理樓宇買賣時，律師可能提出以下問題：

- 交易目的為何？

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

如果是較複雜或金額不尋常的交易，客戶可能需要提供進一步資料。

何謂「可疑交易」？

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

- 身份不明
- 不尋常的指示
- 不尋常的結算要求

我可否拒絕提供資料？

假如客戶未能提供所需資料，律師可能會拒絕或停止為該客戶服務。

律師將如何處理我所提供的資料？資料會否保密？會否轉交第三者？

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

- 身份不明
- 不尋常的指示
- 不尋常的結算要求



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