Tender Document No. 28
招標文件第 28 號

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of the properties in

PARK YOHO Genova

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unless previously withdrawn or sold)

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

Vendor:	**Bright Strong Limited** 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong
Vendor's solicitors:	**Mayer Brown** 16th – 19th Floor, Prince's Building, 10 Chater Road, Hong Kong
	Woo Kwan Lee & Lo Room 2801, 28th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong
	Wong & Poon, Solicitors 20/F Yuen Long Trade Centre, 99-109 Castle Peak Road, Yuen Long, New Territories, Hong Kong
Vendor's agent:	**Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited** 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong Enquiry Hotline: 3119 0008

Tender Document No. 28
招標文件第 28 號

招標文件

公開招標承投購買物業

現招標承投購買以下發展項目/期數之物業

PARK YOHO Genova

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

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

賣方：	**輝強有限公司** 香港港灣道 30 號新鴻基中心 45 樓
賣方律師：	**孖士打律師行** 香港中環遮打道 10 號太子大廈 16 樓至 19 樓
	胡關李羅律師行 香港灣仔港灣道 30 號新鴻基中心 28 字樓 2801 室
	王潘律師行 香港新界元朗青山公路 99-109 號元朗貿易中心 20 樓
賣方代理人：	**新鴻基地產(銷售及租賃)代理有限公司** 香港港灣道 30 號新鴻基中心 45 樓 查詢熱線：3119 0008

PART 1: TENDER NOTICE

1. Definitions

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

"**Acceptance Period**"	means the period between the commencement date of submission of tender and the date which is the fifth working day after the closing of tender (both dates inclusive);
"**Agreement**"	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 4 of the Conditions of Sale;
"**Conditions of Sale**"	means the Conditions of Sale set out in Part 2 of this Tender Document;
"**Development**"	means Park Vista Development;
"**Letter of Acceptance**"	means the Vendor's letter regarding acceptance of the Tenderer's tender pursuant to paragraph 3.2 of the Tender Notice;
"**Offer Form**"	means the Offer Form set out in Part 3 of this Tender Document;
"**this Preliminary Agreement**"	means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document;
"**Phase**"	means Phase 2A of the Development (Tower 12, 15A, 15B, 16A, 16B, 17, 18A, 18B, 19, 29, 30A and 30B of the residential development in the Phase are called "PARK YOHO Genova");
"**Property**"	means, if and when this Tender Document is accepted by the Vendor, the Tendered Property;
"**Property for Tender**"	means all or any of the properties offered for sale by tender as set out in the Sales Information;
"**Purchase Price**"	means, if and when this Tender Document is accepted by the Vendor, the Tender Price;
"**Purchaser**"	means the successful Tenderer whose tender in respect of the Tendered Property is accepted by the Vendor;
"**Sales Arrangements**"	means any of the Information on Sales Arrangements issued by the Vendor for PARK YOHO Genova from time to time (as the same may be revised by the Vendor from time to time);
"**Sales Office**"	PARK CIRCLE, 18 Castle Peak Road Tam Mi, New Territories;
"**Tender Commencement Date**"	means, in respect of each Property for Tender, the tender commencement date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangement;
"**Tender Closing Date**"	means, in respect of each Property for Tender, the tender closing date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangement;
"**Tender Document**"	means this Tender Document (comprising Part 1, Part 2 and Part 3

	but does not include the Annex);
"**Tender Notice**"	means the Tender Notice set out in Part 1 of this Tender Document;
"**Tender Period**"	means, in respect of each Property for Tender, the period between the Tender Commencement Date and Tender Closing Date;
"**Tender Price**"	means the price tendered for the Tendered Property as specified in the Schedule to the Offer Form;
"**Tendered Property**"	means the properties as specified in the Schedule to the Offer Form;
"**Tenderer**"	means the person who is specified in the Offer Form as the tenderer;
"**Vendor**"	means Bright Strong Limited; and
"**Vendor's solicitors**"	means any one of the following firms to be designated by the Vendor at its sole and absolute discretion:- • Mayer Brown • Woo Kwan Lee & Lo • Wong & Poon, Solicitors

2. Procedures of Tender

2.1 The Vendor invites tenders for the purchase of the Property for Tender on the terms and conditions contained in this Tender Document.

2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.

2.3 The Vendor reserves the right to, at any time before the Tender Closing Date, accept any tender submitted.

2.4 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Property for Tender from sale or to sell or dispose of all or any of the Property for Tender or any part thereof to any person by any method (including without limitation private treaty, tender and auction).

2.5 The Vendor reserves the right to adjust the Tender Closing Date and time of the tender of any of the Property for Tender. Any adjustment of the Tender Closing Date and time will be posted at the Sales Office. The Vendor is not obliged to separately notify the Tenderers of such adjustment.

2.6 Tenderers should note the Vendor's solicitors do not act for any Tenderer in the process of this tender.

2.7 A tender must be:-

(a) made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) duly completed and signed. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form**;

(b) accompanied with the following documents:-

(i) Cashier order(s) and/or cheque(s)

One or more cashier order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance and/or cheque(s) in the aggregate amount of 5% of the Tender Price, such sum being the preliminary deposit for the tender, and made payable to "**MAYER BROWN**", provided that HK$200,000 thereof must be paid by cashier order(s).

(ii) Tenderer's identification document

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

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

(iii) Intermediary's licence (if applicable)

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

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

(1) Measurements of the Tendered Property
(2) Warning to Purchasers
(3) (For Tenderer electing the Stamp Duty Offer(s) only) Letter Regarding Stamp Duty Cash Rebate
(4) Acknowledgement Letter Regarding Stamp Duty
(5) (For Tenderer electing the Furniture Benefit only) Acknowledgement Letter regarding Furniture Benefit
(6) Vendor's Information Form
(7) Personal Information Collection Statement
(8) (For Flat A on 16/F of Tower 19 only) Acknowledgement Letter regarding Existing Furniture
(9) Acknowledgement Letter regarding Financing Plans

(v) Documents to be obtained from the Sales Office, duly signed and completed by the Tenderer

(10) False Ceiling Height Plan of the Tendered Property
(11) Acknowledgement Letter Regarding Open Kitchen, Wooden Cabinet, Built-in Wardrobe, Barbecues Stove and Jacuzzi (if applicable)
(12) Acknowledgement Letter Regarding Operation of Gondola (if applicable)

Please do NOT date any of the documents mentioned in sub-paragraphs (iv) & (v).

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

(d) placed in the Tender Box labelled "**Public Tender For PARK YOHO**" placed at the Sales Office during the Tender Period.

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

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

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

(b) If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.

(c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the

purpose of receipt of Letter of Acceptance and return of cashier order(s) and/or cheque(s).

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

(b) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK$1.00 upon receipt of a written demand from him prior to the submission of his tender.

3. Acceptance of Tender

3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Tendered Property.

3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the "**Letter of Acceptance**") personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.

3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor's solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for inspection during the Tender Period at the Sales Office. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments.

3.4 (a) In the event that the Purchaser intends to execute the Agreement by his/her attorney on his/her behalf :-

(i) the Vendor's solicitors will not act for the Purchaser in the sale and purchase of the Property and the Purchaser shall instruct his/her own solicitors to act for him/her; and

(ii) the relevant power of attorney is required to be approved by the Vendor.

(b) All loan applications made to the Vendor's designated financing company, loan documents and ancillary documents (collectively the "**Loan Documents**") shall be signed by the Purchaser personally. No attorney can be accepted for the purpose of signing the Loan Documents.

4. Miscellaneous

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

4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor's agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.

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

4.4 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

[End of Part 1: Tender Notice]

第 1 部份：招標公告

1. <u>定義</u>

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「**承約期間**」	指由遞交投標書的首日至招標截止日期後的第 5 個工作日(包括首尾兩日)；
「**正式合約**」	指賣方與買方根據出售條款第 4 條擬簽訂的該物業的正式買賣合約；
「**出售條款**」	指本招標文件第 2 部份的出售條款；
「**發展項目**」	指 Park Vista Development；
「**接納書**」	指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知；
「**要約表格**」	指本招標文件第 3 部份的要約表格；
「**本臨時合約**」	指買方根據招標文件遞交投標書，以及賣方根據招標文件的接納書而訂立的合約；
「**期數**」	指發展項目的第 2A 期(期數中住宅發展項目的第 12, 15A, 15B, 16A, 16B, 17, 18A, 18B, 19, 29, 30A 及 30B 座稱為「PARK YOHO Genova」) ；
「**該物業**」	指如果及一旦本招標文件獲得賣方接納時的該投標物業；
「**該招標物業**」	指銷售安排內列出以招標形式出售的所有或任何物業；
「**樓價**」	指如果及一旦本招標文件獲得賣方接納時的投標價；
「**買方**」	指中標者，其對該物業的投標書獲得賣方接納；
「**銷售安排**」	指任何一份或多份賣方不時發出的 PARK YOHO Genova 的銷售安排資料(及賣方不時對其作出修改的銷售安排資料)；
「**售樓處**」	指新界青山公路潭尾段 18 號 PARK CIRCLE；
「**招標截止日期**」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標截止日期及時間；
「**招標開始日期**」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標開始日期及時間；
「**招標文件**」	指本招標文件(由第 1 部份、第 2 部份及第 3 部份組成，但不包括附件) ；
「**招標公告**」	指本招標文件第 1 部份的招標公告；
「**招標期間**」	就每一個該招標物業而言，指招標開始日期至招標截止日期的期間；

「**投標價**」 指要約表格的附表中訂明投購該投標物業的價格；

「**該投標物業**」 指要約表格的附表中訂明的物業；

「**投標者**」 指要約表格中訂明為投標者的人士；

「**賣方**」 指輝強有限公司；及

「**賣方律師**」 指賣方單獨絕對酌情決定下指定的以下任何一家律師行：

- 孖士打律師行
- 胡關李羅律師行
- 王潘律師行

2. <u>招標程序</u>

2.1 賣方現按照載於招標文件的條款及細則招標承投購該招標物業。

2.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。

2.3 賣方保留權利在招標截止日期之前的任何時間接受任何已遞交之投標書。

2.4 賣方保留權利在接受任何投標書之前的任何時間撤回全部或任何該招標物業不予出售，或將該招標物業或其任何部份以任何方法(包括但不限於私人協約、投標及拍賣)售予任何人。

2.5 賣方保留權利更改任何該招標物業的招標截止日期及時間。任何更改招標截止日期及時間的通知會張貼於售樓處。賣方無須就該等更改另行通知投標者。

2.6 投標者須注意賣方律師在本招標過程中不代表任何投標者。

2.7 投標書必須：

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

(b) 連同以下文件：

(i) <u>銀行本票及／或支票</u>

由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的一張或多張銀行本票及／或支票，總金額為樓價的 5%，該金額須作為投標的臨時訂金，抬頭寫「**孖士打律師行**」，但其中港幣 200,000 元必須以銀行本票支付。

(ii) <u>投標者的身份證明文件</u>

如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。

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

(iii) <u>中介人的牌照(如適用)</u>

投標者委託的地產經紀的牌照複印本。

(iv) <u>由投標者填妥並簽署的附件的文件</u>

(1) 投標物業的量度尺寸
(2) 對買方的警告
(3) (只適用於選擇印花稅優惠的投標者)關於印花稅現金回贈的信件
(4) 關於印花稅的確認書
(5) (只適用於選擇家具優惠的投標者)關於家具優惠的確認信賣方資料表格
(6) 賣方資料表格
(7) 個人資料收集聲明
(8) (只適用於第 19 座 16 樓 A 單位)關於現有家具的確認書
(9) 關於財務計劃的確認信

(v) <u>由投標者填妥並簽署的於售樓處領取的文件</u>

(10) 投標物業的假天花高度圖
(11) 關於開放式廚房、木櫃、嵌入式衣櫃、燒烤爐及按摩浴缸的的確認書(如適用)
(12) 關於吊船操作的確認函(如適用)

<u>請不要於第(iv)及(v)分段所述的任何文件內填上日期。</u>

(c) 放入普通信封內，信封面上書明賣方收啓，並清楚註明「**PARK YOHO Genova**」；及

(d) 於招標期間放入位於售樓處擺放的標示為「**PARK YOHO 公開招標**」的投標箱內。

2.8 即使於招標期間內任何時間有任何熱帶氣旋警告信號或任何暴雨警告信號生效，招標會繼續進行。

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

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

(b) 投標者如為公司，須於要約表格中清楚註明(除其他資料外)其聯絡人姓名、電話及傳真號碼。

(c) 要約表格中指明的香港通訊地址將會是收取接受投標書信函及退回銀行本票及／或支票的地址。

2.11 (a) 作爲賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間按照本招標公告及本招標公告夾附的投標表格和出售條款所載的條款及條件，隨時接納投標。投標書根據本招標公告的程序一經遞交，投標者即不可撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。

(b) 作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。

3. <u>接受投標</u>

3.1 投標書如獲接納，中標者即成為該投標物業之買方。

3.2 買方會在承約期間屆滿時或之前獲書面通知(「**接納書**」)其投標書已被接納，接納書會按要約表格指明的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。接納書在投郵後的第 2 個工作

日視為已經正式收到。

3.3 在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式的正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於招標期間在售樓處審閱。為免疑問，買方被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。

3.4 (a) 如買方有意以其授權人代表其簽署正式合約：

(i) 賣方律師將不會於買賣該物業事宜中代表買方，買方須另聘律師作爲其代表；及

(ii) 相關授權書須由賣方事先批准。

(b) 所有向賣方之指定財務機構作出的貸款申請、貸款文件及附帶文件(統稱「**貸款文件**」)須由買方親身簽署。以授權人簽署貸款文件不會被接受。

4. <u>其他事項</u>

4.1 投標者宜注意，賣方只會回答關於該招標物業的一般問題，而不會就本招標文件或關於該招標物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方的代理人新鴻基地產(銷售及租賃)代理有限公司，地址為香港港灣道 30 號新鴻基中心 45 樓(查詢熱線: 3119 0008)。

4.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作爲或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。

4.3 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件的任何種類的改動及／或增加，該投標書將被視為不符合規定的投標書。

4.4 如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

[第 1 部份：招標公告完]

PART 2: CONDITIONS OF SALE

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

2. The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price and on the terms and conditions contained in this Preliminary Agreement.

3. The sale and purchase shall be completed at the office of the Vendor's Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) in accordance with the terms of the Agreement.

4. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-

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

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

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

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

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

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 20.

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

   (a) this Preliminary Agreement is terminated;

   (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and

   (c) the Vendor does not have any further claim against the Purchaser for the failure.

10. The measurements of the Property are as follows — see "Measurements of the Tendered Property" of the Tender Document.

11. The sale and purchase of the Property includes the fittings, finishes and appliances as follows — see Schedule to the Conditions of Sale.

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.

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.

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

(a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。

(b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。

(c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現**建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。

(d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have 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. The Purchaser will be required to covenant with the Vendor in the Agreement to the effect that in the event the Purchaser sub-sells the Property or transfer the benefit of the Agreement in any manner whatsoever before the completion of the sale and purchase of the Property, the Purchaser shall require each sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whosoever (i) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including but not limited to identity card numbers and full addresses) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration and including but not limited to any commission, reservation or agency fees or any other amount which has been paid or given to any intermediate transaction in addition to the consideration payable to the Vendor for the purchase of the Property, and (ii) to procure from any subsequent sub-purchaser or other transferee whomsoever or new purchaser a covenant in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement to the same effect as sub-clause (i) above.

16. This Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.

17. The Purchaser purchase with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.

18. The Property is sold on "as is" basis. (If the Purchaser has inspected the Property) The Purchaser agrees and acknowledges that he has duly inspected the Property, has knowledge of and accepts the existing state and condition of the Property.

19. 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. If the Purchaser chooses to instruct his own solicitors to act for

him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment. All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment to the Purchaser shall be borne and paid by the Purchaser.

20. All stamp duty (including without limitation any ad valorem stamp duty, special stamp duty, buyer's stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.

21. The Purchaser shall bear and pay a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant and Management Agreement (the "DMC") and the plans attached to the DMC, all costs for preparing certified copies of title deeds and documents of the property purchased, all plan fees for plans to be annexed to the agreement for sale and purchase and the assignment of the property purchased, the costs of any statutory declaration required for application for exemption of buyer's stamp duty and/or new rates of ad valorem stamp duty, all legal and other costs and disbursements in respect of any mortgage (if any) in respect of the property purchased and all legal costs and charges of any other documents relating to the sale and purchase of the property purchased. All search fees, registration fees and other disbursements shall be borne by the Purchaser.

22. 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.

23. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.

24. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.

25. Time shall in every respect be of the essence of this Preliminary Agreement.

26. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "**CRTPO**") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.

    (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).

    (c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-

        (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and

        (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.

27. In this Preliminary Agreement:-

    (a) "**saleable area**" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance;

    (b) "**working day**" has the meaning given by section 2(1) of that Ordinance.

    (c) the floor area of an item under clause (a) of each Property set out in

"Measurements of the Tendered Property" of the Tender Document is calculated in accordance with section 8(3) of that Ordinance; and

(d) the area of an item under clause (b) of each Property set out in "Measurements of the Tendered Property" of the Tender Document is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

第 2 部分：出售條款

1. 招標公告定義的詞語在本出售條款中具有相同含義。

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

3. 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. 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：

   (a) 由買方於接納書的日期之後的第 5 個工作日或之前簽立；及

   (b) 由賣方於接納書的日期之後的第 8 個工作日或之前簽立。

5. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。

6. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。

7. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。

8. 買方須於接納書的日期之後的 5 個工作日內攜帶招標文件及接納書到賣方律師的辦事處辦理下列手續(按：必須嚴守所訂日期。)：(i)簽署賣方代表律師所訂定之標準正式合約；(ii)在簽署正式合約之同時交付本臨時合約上列明應付之款項；及(iii)同時交付第 20 條所載就正式合約應付之所有印花稅。

9. 如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：

   (a) 本臨時合約即終止；

   (b) 買方支付的臨時訂金，即被沒收歸於賣方；及

   (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。

10. 該物業的量度尺寸載列於《投標物業的量度尺寸》。

11. 該物業的買賣包括的裝置、裝修物料及設備如下——見出售條款的附表。

12. 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. 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. 就上述第 13 條而言，「**對買方的警告**」內容如下—

   (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
   Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.

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

You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.

(c) 現**建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.

(d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.

(e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.

15. 買方須與賣方在正式合約中訂明，若買方轉售本物業或將正式合約權益轉讓予第三者，則每個轉購人、受贈人、獲提名人、受益人、代辦人或其他承讓人(i)在以後的轉售合約中列明所有確認人、獲提名人及其他買、賣本物業或任何相關利益人仕的詳細資料(包括但不限于身份証號碼及地址)，及全數金額或其他代價，包括但不限於任何佣金、訂購或代理費用、或任何在其間交易所需繳付予任何人仕的款項，及(ii)在以後的轉售合約中訂明，或在其他合約中加上有約束力的條文，致使每個轉購人或其他承讓人或新買家履行第(i)分條中的責任。

16. 本臨時合約只適用於買方本身，買方無權要求賣方與任何其他人訂立任何正式合約，亦無權將本臨時合約的利益轉讓予第三方。

17. 買方在購買本物業時完全知悉本物業及本物業內的裝置，裝修物料及設備的實質狀況，並接受本物業及該等裝置，裝修物料及設備的現狀。

18. 本物業以現狀形式出售。(如買方已視察該物業)買方同意及承認已到上述物業實地視察，並清楚及接受上述物業現時之情況。

19. 若買方亦聘用賣方之律師行為買方在本物業買賣之代表律師，賣方將承擔該律師行在處理正式合約及其後買方受益的轉讓契之法律費用。若買方選擇另聘律師代表其買入本物業，則買賣雙方須各自負責其在有關正式合約及其後之轉讓契之法律費用。買方律師有關處理、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的律師費用及雜項費用，全部由買方負責及支付。

20. 有關本臨時合約及/或正式合約及/或轉讓契之所有印花稅(包括但不限於根據香港法例第 117 章《印花稅條例》可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)，一概由買方負責支付。

21. 一切製作、登記及完成公契及管理協議(『公契』)之費用及附於公契之圖則費用的適當分攤、所購物業的業權契據及文件認證副本之費用、所購物業的買賣合約及轉讓契之圖則費、為申請豁免買家印花稅或從價印花稅新稅率而須的任何法定聲明的費用、所購住宅的按揭(如有)之法律及其他費用及代墊付費用及其他有關所購物業的買賣的文件的所有法律及其他支出，均由買方負責。查冊費、註冊費及其他支出款項均須由買方承擔。

22. 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。

23. 買方如有更改地址或電話，須以書面通知賣方。

24. 本物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。

25. 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。

26. (a) 賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(『該條例』)強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。

(b) 本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章)的情況下。

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

(i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於本臨時合約；及

(ii) 賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。

27. 在本臨時合約中—

(a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；

(b) “工作日”具有該條例第 2(1)條給予該詞的涵義；

(c) 招標文件的《投標物業的量度尺寸》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) 招標文件的《投標物業的量度尺寸》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 to Conditions of Sale
出售條款的附表

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

第 12、15、16、17、18、19、29 及 30 座之單位 (特色單位^除外)
For Flats at Towers 12, 15, 16, 17, 18, 19, 29 and 30 (except special units^)

內牆：
Internal Wall

石膏批盪連乳膠漆。
Gypsum plaster finishes in emulsion paint.

地板：
Flooring

附設開放式廚房單位：客廳、飯廳鋪設瓷磚，睡房鋪設複合木地板。
Units with open kitchen: Tiles for living room, dining room. Engineered timber flooring for bedroom.

附設廚房單位：客廳、飯廳及睡房鋪設複合木地板。
Units with kitchen: Engineered timber flooring for living room, dining room and bedroom.

門：
Door

木門、木門加設木百頁、防火木門、木門配鏡飾面、鋁框玻璃摺門或鋁框玻璃門。
Timber door, timber door with timber louvre, fire-rated timber door, timber door with mirror, aluminum framed folding glass door or aluminum framed glass door.

浴室：
Bathroom

提供潔具。牆壁鋪設瓷磚、天然石材或微晶石、鏡面和不銹鋼；天花裝設石膏板髹乳膠漆和鋁板的假天花；地板外露位置鋪設天然石材或人造石材。
Sanitary fitments are provided. Tiles, natural stone or crystallized stone, mirror and stainless steel for wall; gypsum board in emulsion paint and aluminum false ceiling; natural stone or reconstituted stone for floor where exposed.

廚房：
Kitchen

附設開放式廚房單位：牆壁鋪設實體面材和鏡面；天花裝設石膏板髹乳膠漆；地板外露位置鋪設瓷磚；灶台為實體面材。
Units with open kitchen: Solid surface material and mirror for wall; gypsum board in emulsion paint for false ceiling; tiles for floor where exposed; cooking bench finished with solid surface material.

附設廚房單位：牆壁鋪設天然石材或瓷磚、鏡面或不銹鋼；天花裝設石膏板髹乳膠漆和鋁板的假天花；地板外露位置鋪設天然石材；灶台為人造石材。
Units with kitchen: Natural stone or tiles, mirror or stainless steel for wall; gypsum board in emulsion paint and aluminum false ceiling; natural stone for floor; cooking bench finished with reconstituted stone where exposed.

其他設備：
Other Provisions

i) 抽油煙機、煤氣煮食爐或電磁爐、微波爐、雪櫃、洗衣 / 乾衣機；
Cooker hood, gas cooking hob or induction hob, microwave oven, refrigerator and washer / dryer;

ii) 裝設電熱水爐或煤氣熱水爐及抽氣扇；
Installed with electrical water heater or gas water heater and exhaust fan;

iii) 客廳、飯廳、睡房、廚房內之儲物室裝設分體式冷氣機。
Split type air-conditioner for living room, dining room, bedroom(s), store inside kitchen.

^特色單位定義： ^Definition of special units:		
	Flat A and B on 18/F of Tower 12	第 12 座 18 樓 A 及 B 單位
	Flat A and B on 18/F of Tower 15A	第 15A 座 18 樓 A 及 B 單位
	Flat A and B on 18/F of Tower 15B	第 15B 座 18 樓 A 及 B 單位
	Flat A and B on 19/F of Tower 16A	第 16A 座 19 樓 A 及 B 單位
	Flat A and B on 19/F of Tower 16B	第 16B 座 19 樓 A 及 B 單位
	Flat A and B on 19/F of Tower17	第 17 座 19 樓 A 及 B 單位
	Flat A and B on 16/F of Tower 18A	第 18A 座 16 樓 A 及 B 單位
	Flat A and B on 16/F of Tower 18B	第 18B 座 16 樓 A 及 B 單位
	Flat A and B on 16/F of Tower 19	第 19 座 16 樓 A 及 B 單位
	Flat A and B on G/F & UG/F (Duplex) of Tower 29	第 29 座地下及高層地下(複式)A 及 B 單位
	Flat A and B on 15/F of Tower 29	第 29 座 15 樓 A 及 B 單位
	Flat A and B on G/F & UG/F (Duplex) of Tower 30A	第 30A 座地下及高層地下(複式)A 及 B 單位
	Flat A and B on G/F & UG/F (Duplex) of Tower 30B	第 30B 座地下及高層地下(複式)A 及 B 單位
	Flat A and B on 15/F of Tower 30A	第 30A 座 15 樓 A 及 B 單位
	Flat A and B on 15/F of Tower 30B	第 30B 座 15 樓 A 及 B 單位

Schedule to Conditions of Sale
出售條款的附表

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

第 12、15、16、17、18、19、29 及 30 座之特色單位^
For Special Units^ at Towers 12, 15, 16, 17, 18, 19, 29 and 30

內牆： Internal Wall	石膏批盪連乳膠漆。 Gypsum plaster finishes in emulsion paint.
地板： Flooring	客廳及飯廳鋪設天然石材，睡房鋪設複合木地板。 Natural stone for living room and dining room. Engineered timber flooring for bedroom.
門： Door	木門、木門加設木百頁、防火木門、木門配鏡飾面、玻璃趟門、鋁框玻璃摺門或鋁框玻璃門。 Timber door, timber door with timber louvre, fire-rated timber door, timber door with mirror, glass sliding door, aluminum framed folding glass door or aluminum framed glass door.
浴室： Bathroom	提供潔具。牆壁鋪設天然石材、鏡面和不銹鋼；天花裝設石膏板髹乳膠漆和鋁板的假天花；地板外露位置鋪設天然石材。 Sanitary fitments are provided. Natural stone, mirror and stainless steel for wall; gypsum board in emulsion paint and aluminum false ceiling; natural stone for floor where exposed.
廚房： Kitchen	牆壁鋪設天然石材、鏡面和不銹鋼；天花裝設石膏板連乳膠漆和鋁質板假天花；地板外露位置鋪設天然石材；灶台為人造石材。 Natural stone, mirror and stainless steel for wall; gypsum board in emulsion paint and aluminum false ceiling; natural stone for floor where exposed; cooking bench finished with reconstituted stone.
其他設備： Other Provisions	iv) 抽油煙機、煤氣煮食爐、微波爐及電焗爐 或 微波焗爐、電蒸爐、雪櫃、洗衣 / 乾衣機； Cooker hood, gas cooking hob, microwave oven and electric oven /or microwave combi oven, steam oven, refrigerator and washer / dryer; v) 裝設煤氣熱水爐、抽氣扇及浴室寶； Installed with gas water heater, exhaust fan and thermal ventilator; vi) 客廳、飯廳、睡房、廚房內之儲物室及儲物室 (樓梯底之儲物室只限第 17 座 19 樓 B 單位及第 29 座 15 樓 B 單位) 裝設分體式冷氣機。 Split type air-conditioner for living room, dining room, bedroom(s), store inside kitchen and store room (For the store room under the staircase of Flat B, 19/F of Tower 17 and Flat B, 15/F of Tower 29 only).

^特色單位定義： ^Definition of special units:		
	Flat A and B on 18/F of Tower 12	第 12 座 18 樓 A 及 B 單位
	Flat A and B on 18/F of Tower 15A	第 15A 座 18 樓 A 及 B 單位
	Flat A and B on 18/F of Tower 15B	第 15B 座 18 樓 A 及 B 單位
	Flat A and B on 19/F of Tower 16A	第 16A 座 19 樓 A 及 B 單位
	Flat A and B on 19/F of Tower 16B	第 16B 座 19 樓 A 及 B 單位
	Flat A and B on 19/F of Tower17	第 17 座 19 樓 A 及 B 單位
	Flat A and B on 16/F of Tower 18A	第 18A 座 16 樓 A 及 B 單位
	Flat A and B on 16/F of Tower 18B	第 18B 座 16 樓 A 及 B 單位
	Flat A and B on 16/F of Tower 19	第 19 座 16 樓 A 及 B 單位
	Flat A and B on G/F & UG/F (Duplex) of Tower 29	第 29 座地下及高層地下(複式)A 及 B 單位
	Flat A and B on 15/F of Tower 29	第 29 座 15 樓 A 及 B 單位
	Flat A and B on G/F & UG/F (Duplex) of Tower 30A	第 30A 座地下及高層地下(複式)A 及 B 單位
	Flat A and B on G/F & UG/F (Duplex) of Tower 30B	第 30B 座地下及高層地下(複式)A 及 B 單位
	Flat A and B on 15/F of Tower 30A	第 30A 座 15 樓 A 及 B 單位
	Flat A and B on 15/F of Tower 30B	第 30B 座 15 樓 A 及 B 單位

[End of Part 2: Conditions of Sale]
[第 2 部分：出售條款完]

PART 3: OFFER FORM

(*To be completed by the Tenderer*)

To: **The Vendor**

1. Offer

I/We (whose name(s) and address(es) specified in the Schedule to this Offer Form), the Tenderer, hereby irrevocably offer to purchase the 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.

2. Binding agreement if offer is accepted

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

3. Address for receipt of Letter of Acceptance

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

4. Declarations, representations and warranties

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

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

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

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

TENDERER MUST COMPLETE THIS PAGE

Schedule to the Offer Form

(To be completed by the Tenderer)

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

Section 2 – Tendered Property			
	Tower	Floor	Flat

Section 3 - Tender Price			
Tender Price (HK$)			
Cashier order(s)	Amount (HK$)	Bank	Cashier order no.
Cheque(s)	Amount (HK$)	Bank	Cheque no.

TENDERER MUST COMPLETE THIS PAGE

Section 4 – Payment plan

For details of the gifts, financial advantage or benefits, please refer to Annex 10.

360 Days Payment Plan (TK1)

1. Terms of Payment

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

- A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).
- A further deposit equivalent to 5% of the Purchase Price shall be paid within 120 days after the date of Letter of Acceptance.
- 90% of the Purchase Price (balance of Purchase Price) shall be paid within 360 days after the date of Letter of Acceptance.

Remark: The date of completion shall not be earlier than 90 days after the date of the Letter of Acceptance.

2. Stamp Duty Offer(s)

* ☐ I/We **select** the Stamp Duty Offer(s) and select the amount of the Stamp Duty Cash Rebate equal to:

*☐ 5% of the Purchase Price	/	*☐ 2.625% of the Purchase Price

* ☐ I/We **do not select** the Stamp Duty Offer(s).

(Please tick as appropriate)*

3. Funiture Benefit (only applicable to the Units as listed in Annex 10.5)

* ☐ I/We **select** the Funiture Benefit.

* ☐ I/We **do not select** the Funiture Benefit.

(Please tick as appropriate)*

TENDERER MUST COMPLETE THIS PAGE

Section 5 - Intermediary (if any)	
Name of sales person	
EA Licence No.	
Estate agency	
Contact No.	

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

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

TENDERER MUST COMPLETE THIS PAGE

Section 6 - Declaration of relationship with the Vendor (Please tick as appropriate)*

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

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

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

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

Section 7 - Submission checklist

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

1. □ Tender Document with the Offer Form completed and signed
2. □ Cashier order(s) and/or cheque(s)
3. □ Tenderer's identification documents
4. □ Intermediary's licence (if applicable)
5. Documents in Annex, duly signed and completed by the Tenderer:
   - (1) □ Measurements of the Tendered Property (undated)
   - (2) □ Warning to Purchasers (undated)
   - (3) □ (For Tenderer electing Stamp Duty Offer(s) only) Letter regarding Stamp Duty Cash Rebate (undated)
   - (4) □ Acknowledgement Letter Regarding Stamp Duty (undated)
   - (5) □ (For Tenderer electing Furniture Benefit only) Acknowledgement Letter regarding Furniture Benefit (undated)
   - (6) □ Vendor's Information Form (undated)
   - (7) □ Personal Information Collection Statement (undated)
   - (8) □ (For Flat A on 16/F of Tower 19 only) Acknowledgement Letter regarding Existing Furniture (undated)
   - (9) □ Acknowledgement Letter regarding Financing Plans (undated)

6. Documents to be obtained from the Sales Office, duly signed and completed by the Tenderer:
   - (10) □ False Ceiling Height Plan of the Tendered Property (undated)
   - (11) □ Acknowledgement Letter Regarding Open Kitchen, Wooden Cabinet, Built-in Wardrobe, Barbecues Stove and Jacuzzi (if applicable) (undated)
   - (12) □ Acknowledgement Letter Regarding Operation of Gondola (if applicable) (undated)

TENDERER MUST COMPLETE THIS PAGE

Section 8 - Viewing of the Tendered Property ***(†Please tick either one)***

†□ The Vendor has made the Tendered Property (in case the Tendered Property is a unit available for viewing) or its comparable residential property(ies) (in case the Tendered Property is not reasonably practicable to be viewed) available for viewing by me/us and I/we have viewed the Tendered Property or its comparable residential property(ies).

†□ I/We understand that I/we have the right to view the Tendered Property (in case the Tendered Property is a unit available for viewing) or its comparable residential property(ies) (in case the Tendered Property is not reasonably practicable to be viewed) before submission of the tender and the Vendor has made the Tendered Property (in case the Tendered Property is a unit available for viewing) or its comparable residential property(ies) (in case the Tendered Property is not reasonably practicable to be viewed) available for viewing by me/us, however, I/we have decided not to do so.

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

I/we am/are fully aware that after my/our tender of the Tendered Property, the Tendered Property may/will continue to be made available for viewing by potential purchasers of the Phase until (if I/we have utilized the Early Move-in and Defer Completion Offer) I/we have taken possession of the Tendered Property or my/our completion of the purchase of the Tendered Property (whichever is the earlier).

Signed by the Tenderer:

X

Section 9 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)

We declare and agree as follows:-

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

Director(s)

	Name	Hong Kong Identity Card No. / Passport No. / B.R. No.
1.		
2.		
3.		
4.		
5.		

TENDERER MUST COMPLETE THIS PAGE

Section 10 - Signature of the Tenderer and witness	
I/We, the Tenderer, have read the entire Tender Document, the documents in the Annex and the documents obtained from the Sales Office, completed the Offer Form and the Schedule thereto. I/We agree to be bound by and confirm my/our acceptance the terms and conditions of the Tender Document. *(Note: The Offer Form must be signed by ALL of the Tenderers if there is more than one Tenderer. If the Tenderer is a company, the Offer Form must be signed by its authorized signatory(s) with company chop.)*	
Signed by the Tenderer: X	Witnessed by: X
Name of the authorized signature (if the Tenderer is a company):	Name of the witness:
Date:	

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

第 3 部份：要約表格

(*由投標者填寫*)

致：**賣方**

1. <u>要約</u>

   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細則所約束。

2. <u>如要約獲接納將構成有效協議</u>

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

3. <u>收取接納書的地址</u>

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

4. <u>聲明、陳述及保證</u>

   本人／我們現聲明、陳述及保證如下：

   (a) **本要約表格的附表中指明的資料，在本人／我們的所知的範圍內，均為真實及正確。**

   (b) 除投標價、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本人／我們或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在本人／我們購買該投標物業時向其索取任何金錢或其他利益，本人／我們應向廉政公署舉報。

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

投標人須 填妥本頁

要約表格的附表

(由投標者填寫)

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

第 2 節 – 投標物業			
	座	樓層	單位

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

第 4 節–付款計劃

有關贈品、財務優惠或利益的詳情，請參閱附件 10。

360 日付款計劃 (TK1)

1. 支付條款

本物業的樓價須由買方按以下方式支付予賣方—

- 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。
- 加付訂金即樓價 5%於接納書的日期後 120 日內繳付。
- 樓價 90%(樓價餘額)於接納書的日期後 360 日內 繳付。

註：成交日不可早於接納書的日期後 90 日。

2. 印花稅優惠

* ☐ 本人／我們**選擇**印花稅優惠並選擇印花稅現金回贈的金額相等於：

*☐ 樓價的 5%	/	*☐ 樓價的 2.625%

* ☐ 本人／我們**不選擇**印花稅優惠。

*(*請剔適用者)*

3. 家具優惠**(只適用於附件 10.5 所列明的單位)**

* ☐ 本人／我們**選擇**家具優惠。

* ☐ 本人／我們**不選擇**家具優惠。

*(*請剔適用者)*

投標人須
填妥本頁

第 5 節 – 中介人(如有)	
地產代理姓名	
地產代理牌照號碼	
公司名稱	
聯絡電話	

關於中介人的聲明(僅於有指明中介人時適用)

本人／我們確認及聲明中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、承諾或陳述，無論在任何情況下賣方均無須就中介人所作出的任何協議、承諾或陳述向買方、中介人或任何其他人負責。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。

投標人須
填妥本頁

*第 6 節 – 與賣方關係的聲明(*請剔適用者)*

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

(如有以下情況，某人即屬賣方的「有關連人士」：

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

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

第 7 節 – 遞交清單

以下文件連同本招標文件遞交(詳情見招標公告第 2.7 段)：

1. □ 招標文件及要約表格已填妥及簽署
2. □ 銀行本票及／或支票
3. □ 投標者的身份證明文件
4. □ 中介人的牌照(如適用)
5. 由投標者填妥並簽署的附件的文件：
   - (1) □ 投標物業的量度尺(未有填上日期)
   - (2) □ 對買方的警告(未有填上日期)
   - (3) □ (只適用於選擇印花稅優惠的投標者)關於印花稅現金回贈的信件(未有填上日期)
   - (4) □ 關於印花稅的確認書(未有填上日期)
   - (5) □ (只適用於選擇家具優惠的投標者)關於家具優惠的確認信(未有填上日期)
   - (6) □ 賣方資料表格(未有填上日期)
   - (7) □ 個人資料收集聲明(未有填上日期)
   - (8) □ (只適用於第 19 座 16 樓 A 單位)關於現有家具的確認書(未有填上日期)
   - (9) □ 關於財務計劃的確認信(未有填上日期)
6. 由投標者填妥並簽署的於售樓處領取的文件：
   - (10) □ 投標物業的假天花高度圖(未有填上日期)
   - (11) □ 關於開放式廚房、木櫃、嵌入式衣櫃、燒烤爐及按摩浴缸的確認書(如適用)(未有填上日期)
   - (12) □ 關於吊船操作的確認函(如適用)(未有填上日期)

投標人須
填妥本頁

*第 8 節 – 參觀該投標物業(†**請剔其中一項**)*

†□ 賣方已開放該投標物業(如該投標物業為可供參觀之單位)或與其相若的住宅物業(如開放該投標物業予以參觀並非合理地切實可行)以供本人／我們參觀，而本人／我們亦已參觀該投標物業(如該物業為可供參觀之單位) 或與其相若的住宅物業(如開放該投標物業予以參觀並非合理地切實可行)。

†□ 本人／我們明白本人／我們有權在遞交投標書前參觀該投標物業(如該投標物業為可供參觀之單位)或與其相若的住宅物業(如開放該投標物業予以參觀並非合理地切實可行)，而賣方已開放該投標物業(如該投標物業為可供參觀之單位)或與其相若的住宅物業(如開放該投標物業予以參觀並非合理地切實可行)以供本人／我們參觀，但本人／我們決定不參觀該投標物業(如該投標物業為可供參觀之單位)或與其相若的住宅物業(如開放該投標物業予以參觀並非合理地切實可行)。

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期數中的物業之要求。

本人／我們充份知悉在本人／我們承投該投標物業後，該投標物業可能／將會繼續開放予該期數之準買方參觀直至(本人／我們使用提前入住及延後交易優惠)本人／我們取得該投標物業的管有權或本人／我們完成購買該投標物業(以較早者為準)。

投標人簽署：

X

第 9 節 – 關於公司投標者的聲明(不適用於個人投標者)

我們聲明並同意如下：

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

董事

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

投標人須
填妥本頁

第 10 節 – 投標者及見證人的簽署	
本人／我們，即投標者，已閱讀整份招標文件、附件中的文件及於售樓處領取的文件，填妥要約表格及其附表。本人／我們同意遵守及接受招標文件的條款及細則。 *(註：如投標者由多於一人組成，要約表格須由所有投標者簽署。如投標者為公司，要約表格須由其獲授權人士簽署及蓋上公司印章。)*	
投標者簽署： X	見證人簽署： X
獲授權人士的名稱(如投標者為公司)：	見證人名稱：
日期：	

[第 3 部份：要約表格完]
[招標文件完]

附件
Annex

*(附件不屬於招標文件的一部份。在遞交招標文件之前，請先將附件移除。然而，投標者**須簽署**以下標有"#"號的文件並連同招標文件一拼遞交。)*
*(The Annex does not form part of the Tender Document. The Annex should be detached from the Tender Document before submitting the Tender Document. However, the Tenderer should note documents marked with "#" **should be signed and submitted** together with the Tender Document.)*

1. 招標物業的量度尺寸 #
   Measurements of the Tendered Property #

2. 對買方的警告 #
   Warning to Purchasers #

3. (只適用於選擇印花稅優惠的投標者) 關於印花稅現金回贈的信件#
   (For Tenderer electing Stamp Duty Offer(s) only) Letter regarding Stamp Duty Cash Rebate #

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

5. (只適用於選擇家具優惠的投標者)關於家具優惠的確認信 #
   (For Tenderer electing the Furniture Benefit only) Acknowledgement Letter regarding Furniture Benefit #

6. 賣方資料表格 #
   Vendor's Information Form #

7. 個人資料收集聲明 #
   Personal Information Collection Statement #

8. (只適用於第 19 座 16 樓 A 單位)關於現有家具的確認書 #
   (For Flat A on 16/F of Tower 19 only) Acknowledgement Letter regarding Existing Furniture #

9. 關於財務計劃的確認信 #
   Acknowledgement Letter regarding Financing Plans #

10. 贈品、財務優惠或利益的列表
    List of gift, or financial advantage or benefit

Annex 1 附件 1

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

Vendor 賣方	BRIGHT STRONG LIMITED 輝強有限公司		
Address 地址	PARK YOHO Genova, 18 Castle Peak Road Tam Mi, New Territories 新界青山公路潭尾段 18 號 PARK YOHO Genova		
Property 該物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / B.R. No. 身份證 / 商業登記證號碼			
Date 日期			

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

(a) 本物業的實用面積為 the saleable area of the Property is _____ 平方米／square metres/ _____ 平方呎，其中— square feet of which—

_____ 平方米／square metres/ _____ 平方呎為露台的樓面面積； square feet is the floor area of the balcony;

_____ 平方米／square metres/ _____ 平方呎為工作平台的樓面面積；及 square feet is the floor area of the utility platform; and

(b) 其他量度尺寸為— other measurements are—

平台的面積為 the area of the flat roof is _____ 平方米／square metres/ _____ 平方呎； square feet;

花園的面積為 the area of the garden is _____ 平方米／square metres/ _____ 平方呎； square feet;

天台的面積為 the area of the roof is _____ 平方米／square metres/ _____ 平方呎； square feet;

梯屋的面積為 the area of the stairhood is _____ 平方米／square metres/ _____ 平方呎。 square feet.

I/We understand this Measurements of the Tendered Property forms part of the Preliminary Agreement. I/We hereby irrevocably authorize the Vendor and its representatives to correct any mistake/error/typo found in this Measurements of the Tendered Property.
本人／我們明白本投標物業的量度尺寸構成臨時合約的一部份。本人／我們現不可撤回地授權賣方及其代表修正任何本投標物業的量度尺寸發現之錯失／錯誤／錯字。

Signed by the Purchaser 買方簽署

Annex 2 附件 2

WARNING TO PURCHASERS
對買方的警告

Vendor 賣方	BRIGHT STRONG LIMITED 輝強有限公司		
Address 地址	PARK YOHO Genova, 18 Castle Peak Road Tam Mi, New Territories 新界青山公路潭尾段 18 號 PARK YOHO Genova		
Property 該物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / B.R. No. 身份證 / 商業登記證號碼			
Date 日期			

WARNING TO PURCHASERS
PLEASE READ CAREFULLY
對買方的警告
買方請小心閱讀

(a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。

(b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。

(c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。

(d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。

(e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

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

Dated this day of
公曆 年 月 日

Signed by the Purchaser 買方簽署

Annex 3 附件 3

Letter regarding Stamp Duty Cash Rebate
關於印花稅現金回贈的信件

Vendor 賣方	BRIGHT STRONG LIMITED 輝強有限公司		
Address 地址	PARK YOHO Genova, 18 Castle Peak Road Tam Mi, New Territories 新界青山公路潭尾段 18 號 PARK YOHO Genova		
Property 該物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser 買方			
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記證號碼			
Date 日期			

To 致: The Purchaser 買方

1. We, BRIGHT STRONG LIMITED, refer to your purchase of the Property under a preliminary agreement for sale and purchase (the "**Preliminary Agreement**").
本公司輝強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**」)購買上述物業(以下稱「**該物業**」)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 fulfilment 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：

   - a Stamp Duty Cash Rebate which amount shall be equal to 5% of the Purchase Price or 2.625% of the Purchase Price (depending on the amount specified in the Offer Form (which forms part of the Preliminary Agreement))
   印花稅現金回贈金額相等於樓價的 5%或樓價的 2.625% (視乎在要約表格(該要約表格構成臨時合約一部份)中所指明的金額)

3. **By signing this letter, you agree the following which shall be binding on you whether or not you shall apply for the Stamp Duty Cash Rebate:-**
簽署本信件即表示閣下同意以下各項，不論閣下是否申請印花稅現金回贈，以下仍對閣下有約束力：

   (a) 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**」)。

   (b) You shall make payment of the further deposit, additional deposit(s), further part payment(s) and balance of Purchase Price within the time specified in the Agreement for Sale and Purchase and perform and observe all other terms and conditions in the Preliminary Agreement and the Agreement for Sale and Purchase.
   閣下須於買賣合約規定的限期內支付加付訂金、額外訂金、進一步的部分付款及樓價餘額，並履行及遵守臨時合約和買賣合約所有其他條款與細則。

   (c) (i) You shall, within the period prescribed by the Stamp Duty Ordinance, cause all the Preliminary Agreement, the Agreement for Sale and Purchase, the Assignment, any subsequent nomination and other chargeable agreement for sale (if any) to be stamped with all stamp duty payable thereon, and shall, upon request by the Vendor or the Vendor's solicitors, also provide and procure your solicitors to provide the Vendor's solicitors with certified copies thereof so duly stamped.
   閣下須促使臨時合約、買賣合約、轉讓契、任何提名書及(如有)其他可予徵收印花稅的買賣協議在《印花稅條例》訂明的時限內加蓋所有應付的印花稅的印花，及在賣方或賣方代表律師要求時向賣方代表律師提供並促使其律師向賣方代表律師提供該等已加蓋印花的文書的核證副本。

   (ii) If you have applied for the transitional loan from Honour Finance Company, Limited ("**Transitional Loan**"), upon signing of the Agreement for Sale and Purchase, 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 (including the ad valorem stamp duty at the new rate of 15%) on the Agreement for Sale and Purchase (including the fixed fee for stamping a counterpart of the Agreement for Sale and Purchase) and (where required by the Stamp Duty Ordinance) the Preliminary Agreement; and (if applicable) the amount of BSD, less the Transitional Loan amount approved by Honour Finance Company, Limited. The above arrangement is without prejudice to your obligation to pay stamp duty under the Agreement for Sale and Purchase.
   如閣下已向忠誠財務有限公司申請過渡性貸款(以下稱「**過渡性貸款**」)，在簽署買賣合約之時，閣下須向賣方代表律師存放一筆款項，以使賣方代表律師安排在《印花稅條例》訂明的時限內讓印花稅署署長為買賣合約及(如《印花稅條例》要求)臨時合約加蓋印花。該筆款項金額相等於買賣合約(包括加蓋買賣合約副本的定額費用)及(如《印花稅條例》要求)臨時合約的從價印花稅(包括以 15%新稅率計算的從價印花稅)及(如適用)買家印花稅，減忠誠財務有限公司批核的過渡性貸款的金額。以上安排是不減損閣下在買賣合約下支付印花稅的責任。

   (d) If you claim that lower rates (Scale 2) of AVD shall apply and/or BSD shall be exempted:-

如買方聲稱應適用以較低稅率(第 2 標準)計算的從價印花稅及/或應豁免買家印花稅：

(i) You shall make a statutory declaration ("**Statutory Declaration**") (in Form IRSD 131) accompanied with a copy of your Hong Kong Identity Card(s).
閣下須作出「法定聲明」(表格 IRSD 131)及附上閣下的香港身分證副本。

(ii) If you have applied for the Transitional Loan, upon signing of the Agreement for Sale and Purchase, you shall deliver to the Vendor's solicitors the original Statutory Declaration together with a duly completed Form IRSD 118 and other forms or supporting documents which the Stamp Office may from time to time require.
如閣下已申請過渡性貸款，在簽署買賣合約之時，閣下須向賣方律師交付法定聲明的正本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他表格或證明文件。

4. **Your duly completed application form (in the form specified by us) ((if necessary) together with the official receipt(s) for payment of AVD and (if applicable) BSD) for applying for the Stamp Duty Cash Rebate must be received by us at least 30 days before the date of settlement of the balance of the Purchase Price.**
本公司必須於付清樓價餘額之日前最少 30 日收到閣下已填妥的申請印花稅現金回贈表格(須以本公司指定之格式)((如需要)連同從價印花稅及(如適用)買家印花稅的正式繳付收據)。

5. Time shall be of the essence of this letter. Late submission of the application form and documents will not be accepted and your right to apply for the Stamp Duty Cash Rebate will be lost.
在本信件中的時間規定須嚴格遵守。過期遞交的申請表格及文件一概不予受理，屆時閣下將喪失申請印花稅現金回贈的權利。

6. After we have received your application and duly verified the information to be correct:-
本公司收到閣下的申請並證實有關資料無誤後：

(a) where you have not utilized the Transitional Loan, the Vendor will apply the Stamp Duty Cash Rebate for part payment of the balance of the Purchase Price directly; or
如閣下沒有使用過渡性貸款，賣方會將印花稅現金回贈直接用於支付部份樓價餘額；或

(b) where you have utilized the Transitional Loan, the Stamp Duty Cash Rebate will first be paid to Honour Finance Company, Limited for repayment of any amount outstanding under the Transitional Loan and the balance (if any) will be applied for part payment of the balance of the Purchase Price.
如閣下已使用過渡性貸款，則印花稅現金回贈會首先支付予忠誠財務有限公司用作償還過渡性貸款的未償還欠款，餘款(如有)才會用於支付部份樓價餘額。

7. You hereby irrevocably authorize us to pay the Stamp Duty Cash Rebate in the manner specified in paragraph 6 above.
閣下謹此不可撤銷地授權本公司以上述第 6 段所述方式支付印花稅現金回贈。

8. After we have paid the Stamp Duty Cash Rebate, if the amount of the relevant stamp duty actually payable exceeds the amount based on which the Stamp Duty Cash Rebate is calculated, we are not required to pay any other or additional Stamp Duty Cash Rebate to you. In case of dispute, we have the right to determine the amount of the Stamp Duty Cash Rebate, and such determination shall be final and binding on you.
在本公司支付印花稅現金回贈後，即使實際應付的相關印花稅金額大於計算印花稅現金回贈所依據的金額，本公司亦無須再向閣下支付任何其他或額外印花稅現金回贈。若有爭議，本公司有權決定印花稅現金回贈的金額，有關決定為最終決定並對閣下具有約束力。

9. The benefit in this letter is personal to you and is only available to you as a purchaser of the Property who signs a preliminary agreement for sale and purchase of a residential property in PARK YOHO Genova. In any event, you shall only be entitled to receive the Stamp Duty Cash Rebate once for each residential property. The rights or benefits conferred on you under this letter are non-assignable and non-transferable, except that you may upon request by Honour Finance Company, Limited assign or charge your rights or benefits under this letter to Honour Finance Company, Limited for the purpose of securing your repayment of the Transitional Loan.
本信件的利益屬於閣下個人所有，並且僅向作為簽署購買「PARK YOHO Genova」住宅物業的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收取印花稅現金回贈一次。本信件賦予閣下的權利或利益不得轉讓或轉移，但閣下可在忠誠財務有限公司要求時，將閣下在本信件的權利或利益轉讓或轉移給忠誠財務有限公司，作為閣下償還過渡性貸款的保證。

10. You may have to notify your bank of the Stamp Duty Cash Rebate in the mortgage application process. The bank may take into account the Stamp Duty Cash Rebate in determining the loan amount. For details, please make enquiry with the banks.
閣下在按揭申請中可能需要通知閣下的銀行有關印花稅現金回贈的安排。銀行決定提供貸款額時可能會考慮印花稅現金回贈。請向銀行查詢有關詳情。

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.
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。

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。

"**BSD**" means the buyer's stamp duty chargeable on the Preliminary Agreement and the Agreement for Sale and Purchase under the Stamp Duty Ordinance.
「**買家印花稅**」是指根據《印花稅條例》對臨時合約和買賣合約徵收的買家印花稅。

"**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 Vendor and the Purchaser do not intend any term of this letter to be enforceable 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.
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 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。

For and on behalf of
Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited
As agent of BRIGHT STRONG LIMITED (輝強有限公司)

SUN HUNG KAI REAL ESTATE (SALES AND LEASING) AGENCY LIMITED
新鴻基地產(銷售及租賃)代理有限公司

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 and I/we hereby declare and represent to you that (please fill in a "✓" at the appropriate box):-
經小心考慮本信件的內容後，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，本人/吾等謹此向賣方聲明及陳述(請在適用之方格內填寫「✓」號)：

(a) I am/we are [☐ ***subject to*** / ☐ ***not subject to***] the buyer's stamp duty;
本人/吾等 [☐ *須* / ☐ *毋須*] 繳付買家印花稅；

(b) Higher rates (Scale 1) of ad valorem stamp duty is [☐ ***applicable*** / ☐ ***not applicable***] to my/our purchase of the Property;
從價印花稅的較高稅率(第 1 標準) [☐ *適用* / ☐ *不適用*] 於本人/吾等購買的該物業；

(c) I am/each of us is acquiring the Property [☐ ***on my own behalf and not on behalf of any other person(s)*** / ☐ ***on behalf of other person***].
本人/吾等各人在購入該物業時是 [☐ *代表自己行事及並不代表任何其他人* / ☐ *代表他人行事*]。

I/We acknowledge and understand that BRIGHT STRONG LIMITED relies on my/our declarations and representations made above in offering the Stamp Duty Cash Rebate to me/us.
本人/吾等確認及明白輝強有限公司倚賴本人/吾等上述作出的聲明及陳述向本人/吾等提供印花稅現金回贈。

Signed by the Purchaser(s) 買方簽署

Note: Please use Block Letters. All fields in this letter must be completed. This letter must be signed by ALL of the Purchasers if there are more than one Purchaser(s). If the Purchaser is a corporation, this letter must be signed by its authorized signatory(s) with company chop.
附註：請使用正楷。本信件的所有欄必須填寫。本信件須由所有買方簽署。如買方為公司，須由公司之授權人士簽署及蓋上公司印鑑。

Annex 4 附件 4

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

Vendor 賣方	BRIGHT STRONG LIMITED 輝強有限公司		
Address 地址	PARK YOHO Genova, 18 Castle Peak Road Tam Mi, New Territories 新界青山公路潭尾段 18 號 PARK YOHO Genova		
Property 該物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser 買方			
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記證號碼			
Date 日期			

The Purchaser hereby confirms and acknowledges that the Purchaser is aware of the following and their implications prior to the signing of the preliminary agreement for sale and purchase ("**Preliminary Agreement**") and the formal agreement for sale and purchase ("**Agreement for Sale and Purchase**") of the Property:
買方謹此確認及知悉在簽署上述物業之臨時買賣合約(「**臨時合約**」)及正式買賣合約(「**買賣合約**」)之前，買方已獲悉以下事項及其影響：

Adjusting the value bands of Ad Valorem Stamp Duty at Scale 2 rates
調整從價印花稅（第 2 標準稅率）的稅階

1. The Stamp Duty (Amendment) (No. 2) Ordinance 2023 (2023 (No. 2) Amendment Ordinance) was gazetted on 25 May 2023 to give effect to a proposal in the 2023-24 Budget to make adjustments in the value bands on which the ad valorem stamp duty ("**AVD**") at Scale 2 rates apply. Under the 2023 (No. 2) Amendment Ordinance, unless otherwise provided, the new value bands are applicable to any instrument executed at 11 a.m. on 22 February 2023 or thereafter for the sale and purchase or transfer of residential property or non-residential property that is subject to AVD at Scale 2 rates.
《2023 年印花稅(修訂) (第 2 號)條例》(2023(第 2 號)修訂條例)已於 2023 年 5 月 25 日刊憲，以實施 2023-24 年度財政預算案中的一項建議，即調整「從價印花稅」第 2 標準稅率的稅階。根據 2023(第 2 號)修訂條例，除另有規定外，新稅階適用於任何在 2023 年 2 月 22 日上午 11 時或之後所簽立以買賣或轉讓住宅物業或非住宅物業而須按第 2 標準稅率予以徵收「從價印花稅」的文書。

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

2. The Stamp Duty (Amendment) Ordinance 2018 was gazetted on 19 January 2018 with retrospective effect from 5 November 2016. Any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to new AVD at a flat rate of 15% ("**New Rate**"). AVD at New Rate is applicable to any residential property (except that acquired by a Hong Kong permanent resident ("**HKPR**") who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition) acquired either by an individual or a company.
《2018 印花稅（修訂）條例》已於 2018 年 1 月 19 日刊憲，法例具有追溯效力至 2016 年 11 月 5 日。任何在 2016 年 11 月 5 日或以後簽立以買賣或轉讓住宅物業的文書，除獲豁免或另有規定外，均須繳付以劃一 15%新稅率（「**新稅率**」）計算的從價印花稅。任何以個人或公司名義取得的住宅物業（除非該住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業），均須繳付以新稅率計算的從價印花稅。

Tightening Up of Exemption Arrangement
收緊豁免安排

3. The Stamp Duty (Amendment) (No.2) Ordinance 2018 was gazetted on 20 April 2018 with retrospective effect from 12 April 2017. Unless specifically exempted or otherwise provided by law, any instrument executed on or after 12 April 2017 for the sale and purchase or transfer of residential property, if covering more than one residential property, will be subject to AVD at New Rate even though those residential properties are acquired by a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition.
《2018 印花稅（修訂）（第 2 號）條例》已於 2018 年 4 月 20 日刊憲，法例具有追溯效力至 2017 年 4 月 12 日。除獲特定豁免或另有法律規定外，任何在 2017 年 4 月 12 日或以後簽立以買賣或轉讓住宅物業的文書，若該文書包含多於一個住宅物業，則即使該等住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業，仍須按新稅率繳付從價印花稅。

4. There is no change to the circumstances under which AVD at Scale 2 rates is applicable or AVD is exempted.
根據 2018 修訂條例或 2018 修訂條例（第 2 號），可按第 2 標準稅率繳納「從價印花稅」或可獲豁免「從價印花稅」的其他情況沒有改變。

5. For details of the applicable exemptions to AVD at New Rate, please browse the Inland Revenue Department website (www.ird.gov.hk).
有關以新稅率計算的「從價印花稅」適用的豁免 ，請瀏覽稅務局網頁（www.ird.gov.hk）。

Procedures to be followed by the Purchaser who does not apply for the Transitional Loan under the Payment Plan
不申請付款計劃中過渡性貸款之買方須遵守的程序

6. If the Purchaser claims that the AVD at Scale 2 rates shall apply and/or buyer's stamp duty ("**BSD**") shall be exempted:-
如買方聲稱應適用以第 2 標準稅率計算的從價印花稅及/或應豁免買家印花稅：

   (a) The Purchaser or each of the Purchaser (as the case may be) shall make a statutory declaration (the "**Statutory Declaration**") (in the prescribed form) accompanied with a copy of your Hong Kong Identity Card(s).
   買方或每名買方(視適用情況而定)須作出法定聲明(依照訂表格)及附上閣下的香港身分證副本。

   (b) The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors :-
   買方承諾向賣方律師交付並促使其律師向賣方律師交付：

   (i) within 17 days from the date of the Agreement for Sale and Purchase, a certified true copy of the Statutory Declaration together with a duly completed Form IRSD 118 and other forms or supporting documents which the Stamp Office may from time to time require; and
   在買賣合約訂立之日起 17 天內，「法定聲明」的認證副本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他表格或證明文件；及

   (ii) within 1 month from the date of the Agreement for Sale and Purchase, a certified true copy of the Agreement for Sale and Purchase duly stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.
   在買賣合約訂立之日起 1 個月內，一份已加蓋應付印花稅之買賣合約的認證副本，或印花證明書的認證副本，以證明已完全繳付買賣合約之印花稅。

7. If the present transaction is subject to payment of the AVD at New Rate, the AVD at New Rate will be payable within 30 days after execution of the relevant Agreement for Sale and Purchase.
如本項交易須繳付以新稅率計算的從價印花稅，以新稅率計算的從價印花稅須在有關買賣合約簽立日期後 30 天內繳交。

Procedures to be followed by the Purchaser who applies for the Transitional Loan under the Payment Plan
申請付款計劃中過渡性貸款之買方須遵守的程序

8. Please refer to the "Letter regarding Stamp Duty Cash Rebate" for details.
詳情請參閱「關於印花稅現金回贈的信件」。

Other Matters
其他事項

9. 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。

10. I/We understand that I/we shall be solely responsible for ascertaining whether I/we am/are HKPR, subject to the BSD and subject to the AVD at the New Rate.
本人／我們明白，本人／我們有責任確定本人／我們是否香港永久性居民、是否需要繳付「買家印花稅」及是否需要繳付以新稅率計算的「從價印花稅」。

11. I/We acknowledge and agree that I/we shall pay all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by me/us or any third party (if applicable) if I/we claim exemption from BSD or AVD at the New Rate, as the case may be.
本人／我們知悉及同意，若本人／我們有意申請豁免「買家印花稅」或豁免以新稅率計算的「從價印花稅」（視情況而定），本人／我們須支付所有就該申請而必需由本人／我們或第三方（如適用）作出的「法定聲明」所涉及的法律費用及開銷。

12. 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. Whether the AVD at Scale 2 rates will be applicable to me/us and/or whether I/we shall be exempted for BSD is subject to the decision of the Collector of Stamp Revenue.
本確認信不構成你們給予本人／我們任何意見或陳述。本人／我們明白如有疑問，本人／我們應徵詢專業人士之意見。印花稅署署長對於以第 2 標準稅率計算的「從價印花稅」是否適用於本人／我們及／或本人／我們是否可獲豁免「買家印花稅」有決定權。

13. 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.
本確認信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。

14. The Chinese translation of this acknowledgement letter is for reference purposes only. In case of any dispute, the English version shall prevail.
本確認信中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signed by the Purchaser 買方簽署

Annex 5 附件 5

Acknowledgement Letter regarding Furniture Benefit
關於家具優惠的確認信

Vendor 賣方	BRIGHT STRONG LIMITED 輝強有限公司		
Address 地址	PARK YOHO Genova, 18 Castle Peak Road Tam Mi, New Territories 新界青山公路潭尾段 18 號 PARK YOHO Genova		
Property 該物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / B.R. No. 身份證 / 商業登記證號碼			
Date 日期			

To 致: Bright Strong Limited (the "Vendor") 輝強有限公司(「賣方」)

1. I/we confirm and understand that:
   本人/我們確認及明白：

   (a) I/We have selected the Furniture Benefit as set out in the Offer Form. I/We are not allowed to subsequently reject the Furniture Benefit and/or the Furniture (as defined below) and request for any compensation.
   本人/我們揀選了要約表格所述之家具優惠。本人/我們不可其後拒絕接受家具優惠及/或該家具(見義如下文)及要求任何補償。

   (b) The Furniture Benefit is arranged by the Vendor and provided by Indigo Living Limited ("**Indigo**") ("designated furniture provider"). Subject to settlement of the balance of the purchase price in accordance with the agreement for sale and purchase of the Property ("**Agreement**"), I/we will be provided with the decoration, furniture and chattels applicable to the Property as listed in Annex 10.5 of List of gifts, financial advantage or benefits (the "**Furniture**") free of charge. For details (including without limitation the design, colour and materials) of the Furniture, I/we should enquire with the designated furniture provider.
   家具優惠由賣方安排並由 Indigo Living Limited ("Indigo") (「指定家具供應商」)提供。買方在按該物業的買賣合約（「買賣合約」）付清樓價餘額的情況下，可免費獲贈贈品、財務優惠或利益的列表之附件 10.5 所列明的適用於該物業之裝飾、家具和物件(「**該家具**」)。有關該家具的詳情(包括但不限於設計、顏色及物料)，本人/我們應向各指定家具供應商查詢。

   (c) Delivery of the Furniture will only be made to the Property (limited to delivery to the Property only) by the designated furniture provider on or before the completion of the sale and purchase of the Property in accordance with the Agreement, or (if I/we have utilized the Early Move-in and Defer Completion Offer) on or before the date when possession of the Property is delivered to me/us (whichever is earlier). The delivery of the Furniture is subject to physical state and condition of the Property and operational status of designated furniture provider which may be affected by factors including but not limited to force majeure; act of God; war and embargo; rebellion, riots, strikes or civil disorder; infectious diseases; contamination by nuclear radio-activity or nuclear plant related hazards; and/or acts or threats of terrorism. The actual date of delivery of the Furniture may be later than completion date and/or handover date of the Property. I/we will not make any claim for losses, damages and compensation against the Vendor and/or designated furniture provider with respect to any delay in delivery of the Furniture. Upon delivery of the Furniture as aforesaid, the Furniture shall be at my/our risk and I/we shall be deemed to have accepted the Furniture.
   於按買賣合約完成該物業的買賣交易日或之前或(如本人/我們已使用提前入住及延後交易優惠)該物業的管有權交予本人/我們的日期或之前(以較早者計)，指定家具供應商會將該家具送貨至該物業(僅限於送貨至該物業)。該家具的運送將受限於該物業的實際情況和狀況及指定家具供應商的營運狀況。其營運可能受各種因素影響，包括但不限於不可抗力事宜；天災；戰爭及禁運；叛亂、暴動、罷工、內亂；傳染病；放射性污染或與核電廠有關的災難；及／或恐怖襲擊的行為或威脅。該家具的實際運送日期可能會遲於該物業的成交日及/或交付日。本人／我們將不得因運送該家具之任何延誤導致的任何損失、向賣方及/或指定家具供應商作出任何賠償或補償的申索。如上述交付該家具後，該家具的風險由本人/我們承擔及本人/我們將被視為已接受該家具。

   (d) I/We shall settle the full amount of the purchase price of the Property and complete the sale and purchase of the Property in accordance with the Agreement irrespective of whether:
   買方須付清該物業之樓價及按買賣合約完成該物業買賣，不管：

      (i) there is any dispute arising from the Furniture Benefit;
      就家具優惠有否引起任何爭議；

      (ii) all or any of the Furniture delivered by designated furniture provider to the Purchaser is in accordance with the terms of the Furniture Benefit;
      指定家具供應商 交付予買方的所有或任何該家具是否與家具優惠之條款一致;

      (iii) all or any of the Furniture is delivered by designated furniture provider on or before completion of the sale and purchase of the Property.
      指定家具供應商是否於該物業的買賣交易日或之前將所有或任何該家具送貨至該物業。

(e) The offer of the Benefit and the Furniture is subject to the completion of the purchase of the Property in accordance with the Agreement. If I/we fail to complete the sale and purchase of the Property in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)), I/we shall reimburse HK$100,000 to the Vendor as consideration for the Furniture.
該優惠及該家具的提供的前提是本人／我們按買賣合約完成購買該物業。如本人/我們未能按買賣合約(包括所有修改後的買賣合約及補充合約)完成該物業買賣，本人/我們須向賣方補還港幣$100,000 作為該家具的代價。

(f) The Vendor or any person(s) on their behalf will not provide any maintenance or give any warranty or representation in any respect regarding the Furniture Benefit and the Furniture. In particular, no warranty or representation whatsoever is given as to the Furniture's condition, state, quality, fitness or as to whether any of the Furniture is or will be in working condition. If I/we have any objection or requisitions whatsoever in respect of the Furniture, I/we shall contact the designated furniture provider directly. For the avoidance of doubt, the First 3 Years Warranty Offer as set out in the List of gifts, financial advantage or benefits does not apply to the Furniture.
賣方或其代表不會就家具優惠及該家具提供保養或作出任何保證或陳述，更不會就該家具狀況、狀態、品質、性能或任何該家具是否或會否在可運作狀態作出任何保證及陳述。如本人/我們對該家具有任何異議或質詢，應直接聯絡指定家具供應商。為免疑問，贈品、財務優惠或利益的列表所述的首 3 年保修優惠不適用於該家具。

(g) The Furniture Benefit is subject to other terms and conditions imposed by designated furniture provider (including but not limited to those set out in the Redemption Letter and factsheets). The Vendor is not responsible for the provision of the Furniture Benefit and/or the Furniture and is not responsible for any direct or indirect liabilities or losses in connection with the Furniture Benefit and/or the Furniture.
家具優惠受指定家具供應商所施加（包括但不限於載於換領信及資料便覽）之其他條款及細則約束。賣方不會就家具優惠和/或該家具的提供承擔任何責任及不會就家具優惠和/或該家具承擔任何直接或間接的責任或損失。

(h) I/We acknowledge that if my/our tender is accepted, I/we will receive, together with the Letter of Acceptance, the original PARK YOHO Genova Furniture Benefit Redemption Letter ("**Redemption Letter**"), factsheets and furniture order confirmation applicable to the Property. I am/We are reminded to make selection of the style and option of the Furniture within 14 days from the date of the Redemption Letter with the designated furniture provider, failing which the Furniture with default style and option will be provided to me/us. For details, I/we should refer to the Redemption Letter.
本人/我們知悉，若本人/我們的投標書被接納，本人/我們將會獲發接納書以及 PARK YOHO Genova 家具優惠換領信(「換領信」)正本及適用於該物業之張資料便覽及張家具確認訂單。本人/我們獲提醒須在換領信發出的日期 14 日內聯絡指定家具供應商以揀選該家具之款色及選項，否則預設款色及選項之該家具將會提供予本人/我們。詳情本人/我們須請參閱換領信。

2. I/We acknowledge and is/are aware that the use of Lighting Switch, Single Socket Outlet, Twin Socket Outlet, Single Socket Outlet (with USB Port), Twin Socket Outlet (with USB Port), TV / FM Outlet, Telephone Outlet, Data Point and certain mechanical and electrical provisions of the Property may be blocked or affected by the Furniture.
本人／我們確認及已清楚知悉該物業的燈掣、單位電插座、雙位電插座、單頭電插座(附有 USB 接口)、雙位電插座(附有 USB 接口)、電視 / 電台天線插座、電話插座、網絡插座及若干機電裝置的使用可能被該家具阻擋或影響。

3. I/We agree and hereby direct the Vendor and/or Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited to transfer and provide my/our personal data and documents (including but not limited to provision of copy of preliminary agreement for sale and purchase) to the designated furniture provider for the purposes of provision of the Furniture Benefit and the Furniture by the designated furniture provider to me/us. In order to facilitate designated furniture provider to contact me/us on any matters relating to the Benefit and/or the Furniture, I/we hereby provide the contact details as listed out in the Annex to this letter.
為了指定家具供應商向本人/我們提供家具優惠及該家具的目的，本人/我們同意及現指示賣方及新鴻基地產(銷售及租賃)代理有限公司向指定家具供應商轉移及提供本人/我們之個人資料及文件(包括但不限於提供臨時買賣合約的副本)。 為方便指定家具供應商就有關該優惠及該家具之相關事宜與本人／我們聯絡，現本人／我們於本信件之附錄提供聯絡資料。

4. 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.
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。

5. The parties do not intend any term of this letter to be enforceable 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。

6. In case of dispute, the Vendor reserves the rights to make the final decision on all matters arising from this letter and such decision shall be binding on me/us.
如有爭議，賣方有權就本信件引起的所有事宜作最後決定，該決定對本人/我們有約束力。

7. 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。

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內容後，本人／我們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 買方簽署

Annex
附錄

本人／我們現提供以下之聯絡資料供 Indigo 跟進有關該家具優惠及／或該家具之事宜：
I/ we hereby provide the following contact details to Indigo for following up any matters relating to the Furniture Benefit and/or the Furniture:

Property 該物業	**Tower 座數**	**Floor 樓層**	**Flat 單位**
Name 姓名			
Telephone 電話		Email 電郵	

Annex 6 附件 6

Vendor's Information Form
賣方資料表格

Vendor 賣方	BRIGHT STRONG LIMITED 輝強有限公司		
Address 地址	PARK YOHO Genova, 18 Castle Peak Road Tam Mi, New Territories 新界青山公路潭尾段 18 號 PARK YOHO Genova		
Property 該物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / B.R. No. 身份證 / 商業登記證號碼			
Date 日期			

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	Tower 座數	Floor 樓層	Flat 單位	Amount 款額
	12	18	B	$4,946.00
	15A	18	B	$4,645.00
	15B	18	B	$5,511.00
	16B	19	B	$4,645.00
	17	1	A	$3,367.00
	17	19	B	$4,850.00
	19	1	A	$4,889.00
	19	2	A	$4,818.00
	19	3	A	$4,818.00
	19	5	A	$4,818.00
	19	2	B	$3,815.00
	19	3	B	$3,815.00
	19	6	B	$3,815.00
	19	7	B	$3,815.00
	19	10	B	$3,815.00
	29	G&UG	A	$8,048.00
	30A	G&UG	B	$7,420.00
	30B	G&UG	A	$8,357.00
	30B	15	B	$4,782.00
b) The amount of the Government rent (if any) that is payable for the Property 須就本物業繳付的地稅 (如有的話) 的款額	Tower 座數	Floor 樓層	Flat 單位	Amount 款額
	12	18	B	$2,331.00
	15A	18	B	$2,173.00
	15B	18	B	$2,634.00
	16B	19	B	$2,183.00
	17	1	A	$1,454.00
	17	19	B	$2,293.00
	19	1	A	$2,041.00
	19	2	A	$1,998.00
	19	3	A	$2,066.00
	19	5	A	$2,081.00
	19	2	B	$1,616.00
	19	3	B	$1,671.00
	19	6	B	$1,693.00
	19	7	B	$1,704.00
	19	10	B	$1,737.00
	29	G&UG	A	$3,902.00
	30A	G&UG	B	$3,244.00
	30B	G&UG	A	$4,050.00
	30B	15	B	$2,337.00
c) The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	No 沒有			
d) The name of the manager of the Phase 期數的管理人的姓名或名稱	Supreme Management Services Limited 超卓管理服務有限公司			

e)	Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Phase 賣方自政府或管理處接獲的關乎期數中的住宅物業的擁有人須分擔的款項的任何通知	No 沒有
f)	Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Phase 賣方自政府接獲的規定賣方拆卸期數的任何部分或將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 賣方所知的影響本物業的任何待決的申索	No 沒有

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印製日期: 28/06/2023

Signed by the Purchaser(s) 買方簽署

Annex 7 附件 7

Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited
新鴻基地產(銷售及租賃)代理有限公司

Personal Information Collection Statement
個人資料收集聲明

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

From time to time, it is necessary for you to supply 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」）爲提供服務及產品（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爲「閣下資料」。

This Statement sets out the purposes for which Your Information may be used, what you are agreeing to with respect to our use of Your Information and your rights under the Personal Data (Privacy) Ordinance, Cap 486 ("Ordinance").
本聲明列出閣下資料可能被用作的用途、閣下就我們使用閣下資料所同意的事項及閣下根據《個人資料（私隱）條例》(486 章)（「條例」）的權利。

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

We may use Your Information for one or more of the following purposes from time to time:
我們可能不時使用閣下資料作下列一個或多個用途：

(i) handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
處理閣下的物業交易，包括準備文件和作出任何必要的安排以完成交易；

(ii) providing you with and administering offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits whether of a financial nature, in the form of gifts or otherwise;
向閣下提供及管理優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益（不論屬財務性質或以贈品或其他形式提供）；

(iii) where mortgages, second mortgages, credit facilities or financial accommodation are sought by you, liaising with the mortgagee(s) or provider(s) of credit facilities or financial accommodation to process the same;
如閣下尋求按揭、第二按揭、信貸融資或財務融通，與承按人或信貸融資或財務融通提供者聯絡以處理閣下的申請；

(iv) handling your applications or requests for services, products, memberships or benefits;
處理閣下就服務、產品、會籍或利益的申請或要求；

(v) facilitating property management and security;
促進物業管理及保安；

(vi) conducting surveys (which is wholly on voluntary basis) on the quality of services, properties, property developments or products provided by us or any other member of 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 discl osure 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:
爲促進上述用途，我們可能於香港境內或境外轉移或披露閣下資料予下列各方，但任何轉移或披露閣下資料予其他人士以供其在直接促銷中使用將受以下「在直接促銷中使用閣下資料」部分所限。閣下資料可能被轉移至香港境外：

(i) any member of the Group;
集團任何成員；

(ii) any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;
閣下向其尋求按揭、第二按揭、信貸融資或財務融通的任何人士；

(iii) any agent, contractor or third party service provider who provides administrative, telecommunications, computer or other services to or support the operation of our business;
任何代理人、承包商或就我們的業務運作向我們提供行政、電訊、電腦或其他服務的第三方服務供應商；

(iv) any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers;
對我們有保密責任的任何人士，包括我們的會計師、法律顧問或其他專業顧問；

(v) any person involved in your property transaction; and
閣下物業交易涉及的任何人士；及

(vi) any person to whom we are required to make disclosure under any law, court order, direction, code or guideline applicable in or outside Hong Kong.
我們根據香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求需要向其作出披露的任何人士。

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

We may not (i) use Your Information in direct marketing unless you consent or do not object, or (ii) provide Your Information to another person for its use in direct marketing unless you consent or do not object in writing.
(i)除非閣下同意或不反對，我們方可在直接促銷中使用閣下資料，及(ii)除非閣下書面同意或不反對，我們方可向其他人士提供閣下資料以供其在直接促銷中使用。

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

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

(b) to market the following classes of services and products to you:
向閣下促銷以下類別的服務及產品：
   (1) 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;
   爲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.
爲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<u>不欲</u>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，其地址爲香港港灣道 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

Name: _____

Date: _____

Annex 8 附件 8

Acknowledgement Letter Regarding Existing Furniture
關於現有家具的確認書

Vendor 賣方	BRIGHT STRONG LIMITED 輝強有限公司		
Address 地址	PARK YOHO Genova, 18 Castle Peak Road Tam Mi, New Territories 新界青山公路潭尾段 18 號 PARK YOHO Genova		
Property 該物業	Tower 座數	Floor 樓層	Flat 單位
	Tower 19	16	A
Purchaser (s) 買方			
I.D. / B.R. No. 身份證 / 商業登記證號碼			
Date 日期			

To 致: BRIGHT STRONG LIMITED

I/We, the undersigned, hereby acknowledge and confirm that I/we am/are fully aware of and accept the following matters:-
本人／我們，下述簽署人，僅此聲明及確認本人／我們清楚明白及接受下列事項：

1. On completion, the Property will be provided with the decoration, furniture and chattels currently displayed and placed at the Property (the "**Existing Furniture**") free of charge.
   在成交時，該物業將免費附贈該物業現有展示及安放之裝飾、家具和物件(「**該現有家具**」)。

2. No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect regarding the Existing Furniture. In particular, no warranty, maintenance or representation whatsoever is given as to the condition, state, quality or fitness of any of the Existing Furniture or as to whether any of the Existing Furniture is or will be in working condition. The Existing Furniture will be delivered to the Purchaser upon completion of the sale and purchase of the Property in such condition as at completion or (if the Purchaser has utilized the Early Move-in and Defer Completion Offer) the date when possession of the Property is delivered to the Purchaser (whichever is earlier) in such condition as at completion or delivery of possession (as the case may be) together with the Property. In any event, no objection or requisitions whatsoever shall be raised by the Purchaser in respect of the Existing Furniture.
   賣方或其代表不會就該現有家具作出任何保證、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。該現有家具將於該物業成交日以成交時或(如買方已使用第 6 段所述的提前入住及延後交易優惠)該物業的管有權交予買方的日期(以較早者計)以成交時或交予管有權時(視乎情況而定)之狀況連同該物業交予買方。任何情況下，買方不得就該現有家具提出任何異議或質詢。

3. If any of the Existing Furniture is out of stock, a Furniture of comparable quality will be provided.
   如任何該現有家具的貨源短缺，賣方便會提供品質相若的家具。

4. The Purchaser has been given specifically requested by the Vendor to seek independent legal advice on the foregoing and the Purchaser is fully aware of the legal consequences thereof. Notwithstanding any other provisions contained in the Preliminary Agreement for Sale and Purchase or the Agreement for Sale and Purchase, the Purchaser hereby (a) declares that the Purchaser is fully satisfied with and accepts in all respects the Existing Furniture; and (b) agrees to waive any requisitions and objection thereto and would not require any proof or giving of title by the Vendor in relation to any and all of the Existing Furniture.
   賣方特別要求買方就以上諮詢獨立的法律意見，買方充份明白以上的法律後果。儘管臨時買賣合約或買賣合約的其他條款，買方茲(a)聲明買家完全滿意並接受該現有家具；及(b)同意免除任何相關的質詢及反對，並同意不會要求賣方就該現有家具的任何或所有部份提供業權或業權的證明。

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

Annex 9 附件 9

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

Vendor 賣方	BRIGHT STRONG LIMITED 輝強有限公司		
Address 地址	PARK YOHO Genova, 18 Castle Peak Road Tam Mi, New Territories 新界青山公路潭尾段 18 號 PARK YOHO Genova		
Property 該物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記證號碼			
Date 日期			

I/We, the undersigned, hereby acknowledge and are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that:-
本人／吾等，即下方簽署人，特此確認本人／吾等簽署該物業的臨時買賣合約前已清楚明白以下事項：

1. A copy of the "Reminder to Prospective Purchasers" issued by the Sales of First-hand Residential Properties Authority is produced in Appendix 1 hereto.
   本確認信的附錄 1 載有一手住宅物業銷售監管局發出的「給準買家的提醒」。

2. The information document(s) on financing plan(s) offered by the Vendor's designated financing company as set out in the tender document of the Property ("the Information Document(s)") is/are produced in Appendix 2 hereto. The Vendor has reminded me/us to read the Information Document(s) if I/we intend to apply for any financing plan(s) offered by the Vendor's designated financing company as set out in the tender document of the Property.
   本確認信的附錄 2 載有本物業的招標文件內所列由賣方指定財務公司提供的財務計劃的資料文件(「資料文件」)。賣方已提醒本人／吾等，如本人／吾等有意申請本物業的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。

3. The Vendor has reminded me/us to directly enquire with the Vendor's designated financing company if in doubt about the details of the terms and conditions of the financing plan(s), approval conditions and application procedures.
   賣方已提醒本人／吾等，如對財務計劃的條款及條件、批核條件和申請手續有疑問，應直接向賣方指定財務公司查詢有關詳情。

4. I/we confirm that I/we have been allowed sufficient time to read the "Reminder to Prospective Purchasers" and (if applicable) the Information Document(s).
   本人／吾等確認本人／吾等獲給予足夠時間閱讀「給準買家的提醒」及（如適用）資料文件。

5. I/we understand that (a) all the terms and conditions of the financing plan(s) are subject to approval by the Vendor and/or the Vendor's designated financing company; and (b) the Vendor, its appointed estate agents and the Vendor's designated financing company will not provide any guarantee that I/we will be able to secure any mortgage, charge or loan or any desired terms to finance my/our purchase of the Property.
   本人／吾等明白(a)財務計劃的所有條款及細則均以賣方及／或賣方指定財務公司所批核者為準；及(b)賣方、其委任的地產代理及賣方指定財務公司不會就本人／吾等能獲得任何按揭、押記或貸款或任何希望取得的條款用以資助本人／吾等購買本物業而作出任何保證。

6. The parties do not intend any term of this acknowledgement letter to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "**CRTPO**") and agree that this acknowledgement letter shall be excluded from the application of the CRTPO.
   各方無意賦予任何第三者權利依據《合約(第三者權利)條例》（第 623 章）（「該條例」）強制執行本確認信下任何條款，並且同意排除該條例對本確認信的適用。

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

Signed by the Purchaser(s) 買方簽署

Note 備註：
Please use Block Letters. All fields in this notice must be completed. This form must be signed by ALL of the Purchasers if there are more than one Purchaser(s). If the Purchaser is a corporation, this form must be signed by its authorized signatory(s) with company chop. 請使用正楷。本表格的所有欄必須填寫。本表格須由所有買方簽署。如買方為公司，須由公司之授權人士簽署及蓋上公司印鑑。

Appendix 1
附錄 1

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** 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？

Appendix 2
附錄 2

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

發展項目/期數名稱 **Name of Development/Phase**	PARK YOHO Genova
貸款優惠 **Loan Offer**	備用第一按揭貸款 Standby First Mortgage Loan
貸款優惠主要條款 **Key Terms of Loan Offer**	詳情請參閱以下附錄 Please refer to the following annex for details
注意 **Remark**	1. 上述貸款優惠只適用於某些付款計劃。 The above loan offer is only applicable to certain payment plan(s). 2. 如買方使用上述貸款優惠，買方有可能不會享有某些其他優惠(例如其他貸款優惠、現金回贈等)。 If a purchaser utilizes the above loan offer, the purchaser may not be entitled to certain other benefits (e.g. other loan offer(s), cash rebate(s), etc.). 3. 詳情請參閱相關招標文件(及其修訂)及以招標文件所載條款為準。賣方可能不時修訂招標文件及貸款優惠的主要條款。 Please refer to the relevant tender document (and its revision) for details and all terms are subject to the tender document. The Vendor may revise the tender document and key terms of the loan offer from time to time. 4. (If applicable) For information on the calculation of the "net purchase price" mentioned in the loan offer annexed hereto, please refer to the relevant payment plan(s) as stated in the relevant Tender Document (and its revision). (如適用)有關附錄內的貸款優惠提及的『淨樓價』的計算方法，請參閱相關招標文件(及其修訂)內的相關付款計劃。

附錄： **備用第一按揭貸款 (只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人) (不適用於已使用提前入住及延後交易優惠的買方)**

Annex: Standby First Mortgage Loan (only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)) (not applicable to the Purchaser who has utilized the Early Move-in and Defer Completion Offer)

賣方的指定財務機構(『指定財務機構』)提供備用第一按揭貸款 (『第一按揭貸款』) 之主要條款如下:
The key terms of a Standby First Mortgage Loan ("First Mortgage Loan") offered by the Vendor's designated financing company ("designated financing company") are as follows:

(I) 買方必須於付清樓價餘額之日前最少90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。
The Purchaser shall make a written application to the designated financing company for a First Mortgage Loan not less than 90 days before the date of settlement of the balance of the purchase price. Late loan applications will not be processed by the designated financing company.

(II) 第一按揭貸款的最高金額為有關付款計劃所述的淨樓價的70%，惟貸款金額不可超過應繳付之樓價餘額。有關按揭利率請參閱以下列表。
The maximum amount of the First Mortgage Loan shall be 70% of the Net Purchase Price as mentioned in the relevant payment plan, provided that the loan amount shall not exceed the balance of Purchase Price payable. The relevant interest rates are specified in the table below.

首36個月之按揭利率為1.18% p.a.，其後之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率加1% p.a.，利率浮動。 Interest rate for the first 36 months shall be 1.18% p.a., thereafter at 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.

(III) **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。**
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.

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

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

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

(VII) 買方須以按月分期償還第一按揭貸款。
The Purchaser shall repay the First Mortgage Loan by monthly instalments.

(VIII) 買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、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。

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

(IX) 第一按揭貸款申請須由指定財務機構獨立審批。
The First Mortgage Loan shall be approved by the designated financing company independently.

(X) 買方須就申請第一按揭貸款支付港幣$5,000不可退還的申請手續費。
The Purchaser shall pay HK$5,000 being the non-refundable application fee for the First Mortgage Loan.

(XI) 所有第一按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。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。
All legal documents of First Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the First Mortgage Loan.

(XII) 買方敬請向指定財務機構查詢有關第一按揭貸款用途及詳情。第一按揭貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按正式合約(包括所有修改後的正式合約及補充合約)完成該物業的交易及繳付該物業的樓價全數。
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 (including all revised Agreement and supplemental agreement(s)).

(XIII) 第一按揭貸款受其他條款及細則約束。
The First Mortgage Loan is subject to other terms and conditions.

(XIV) 賣方無給予或視之為已給予任何就第一按揭貸款之安排及批核的陳述或保證。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the First Mortgage Loan.

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

發展項目/期數名稱 **Name of Development/Phase**	PARK YOHO Genova
貸款優惠 **Loan Offer**	備用第二按揭貸款 Standby Second Mortgage Loan
貸款優惠主要條款 **Key Terms of Loan Offer**	詳情請參閱以下附錄 Please refer to the following annex for details
注意 **Remark**	1. 上述貸款優惠只適用於某些付款計劃。 The above loan offer is only applicable to certain payment plan(s). 2. 如買方使用上述貸款優惠，買方有可能不會享有某些其他優惠(例如其他貸款優惠、現金回贈等)。 If a purchaser utilizes the above loan offer, the purchaser may not be entitled to certain other benefits (e.g. other loan offer(s), cash rebate(s), etc.). 3. 詳情請參閱相關招標文件(及其修訂)及以招標文件所載條款為準。賣方可能不時修訂招標文件及貸款優惠的主要條款。 Please refer to the relevant tender document (and its revision) for details and all terms are subject to the tender document. The Vendor may revise the tender document and key terms of the loan offer from time to time. 4. (If applicable) For information on the calculation of the "net purchase price" mentioned in the loan offer annexed hereto, please refer to the relevant payment plan(s) as stated in the relevant Tender Document (and its revision). (如適用)有關附錄內的貸款優惠提及的『淨樓價』的計算方法，請參閱相關招標文件(及其修訂)內的相關付款計劃。

附錄： **備用第二按揭貸款 (只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)**

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

賣方的指定財務機構(『指定財務機構』)提供備用第二按揭貸款(『第二按揭貸款』)之主要條款如下:
The key terms of a Standby Second Mortgage Loan ("Second Mortgage Loan") offered by the Vendor's designated financing company ("designated financing company") are as follows:

(I) 買方必須於付清樓價餘額之日前最少90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。
The Purchaser shall make a written application to the designated financing company for a Second Mortgage Loan not less than 90 days before the date of settlement of the balance of the purchase price. Late loan applications will not be processed by the designated financing company.

(II) 第二按揭貸款的最高金額為有關付款計劃所述的淨樓價的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80%，或應繳付之樓價餘額，以較低者為準。有關按揭利率請參閱以下列表。
The maximum amount of the Second Mortgage Loan shall be 20% of the Net Purchase Price as mentioned in the relevant payment plan, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall not exceed 80% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. The relevant interest rates are specified in the table below.

首36個月之按揭利率為0.5% p.a.，其後之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率加1% p.a.，利率浮動。 Interest rate for the first 36 months shall be 0.5% p.a., thereafter at 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.

(III) **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。**
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.

(IV) 第二按揭貸款以該物業之法定按揭作抵押。
The Second Mortgage Loan shall be secured by a legal mortgage over the Property.

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

(VI) 第二按揭貸款年期最長為25年，或第一按揭貸款(由第一按揭銀行提供)之年期，以較短者為準。
The maximum tenor of Second Mortgage Loan shall be 25 years or the tenor of first mortgage loan (offered by the first mortgagee bank), whichever is shorter.

(VII) 買方須以按月分期償還第二按揭貸款。
The Purchaser shall repay the Second Mortgage Loan by monthly instalments.

(VIII) 買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、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。
The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any). The Purchaser and his/her/its guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

(IX) 第一按揭銀行須為指定財務機構所指定及轉介之銀行，買方並且須得到該銀行同意辦理第二按揭貸款。
The first mortgagee bank shall be nominated and referred by the designated financing company and the Purchaser shall obtain consent from the first mortgagee bank to apply for the Second Mortgage Loan.

(X) 第一按揭貸款(由第一按揭銀行提供)及第二按揭貸款須由有關承按機構獨立審批。
The first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall be approved by the relevant mortgagees independently.

(XI) 所有第二按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。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。
All legal documents of the Second Mortgage Loan shall be handled by the Vendor’s solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors’ costs and disbursements relating to the Second Mortgage Loan.

(XII) 買方須就申請第二按揭貸款支付港幣$5,000不可退還的申請手續費。
The Purchaser shall pay HK$5,000 being the non-refundable application fee for the Second Mortgage Loan.

(XIII) 買方敬請向指定財務機構查詢有關第二按揭貸款用途及詳情。第二按揭貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按正式合約(包括所有修改後的正式合約及補充合約)完成該物業的交易及繳付該物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Second Mortgage Loan. The approval, disapproval or the approved loan amount of the Second Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)).

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

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

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

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

Annex 10 附件 10

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

第 I 部份
Part I

1. 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。
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.

2. 除非本列表另有定義，招標文件中各用語的定義適用於本贈品、財務優惠或利益的列表的用語。
All 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.

3. 如臨時合約及正式合約因任何原因終止或取消，則賣方提供贈品、財務優惠及利益的協議將無效。
The Vendor's offer to provide the gifts, financial advantage or benefits shall be withdrawn if the Preliminary Agreement and the Agreement is/are terminated or cancelled for whatever reason.

4. 根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予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。
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.

5. 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。
All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of the Property are offered to the Purchaser only and shall not be transferable. The Vendor has absolute discretion in deciding 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.

6. 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。
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.

7. 賣方的指定財務機構沒有亦將不會委任任何人士(第三方)處理就向任何擬借款人或任何指明類別的擬借款人批出貸款，無論是促致、洽商、取得或申請貸款，或是擔保或保證該筆貸款的償還或有關事宜。
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.

8. 由賣方之指定財務機構提供的任何貸款，其最高貸款金額、息率及條款僅供參考，買方實際可獲得的貸款金額、息率及條款須視乎指定財務機構的獨立批核結果而定，而且可能受法例及政府、香港金融管理局、銀行及相關監管機構不時發出之指引、公布、備忘等(不論是否對指定財務機構有約束力)影響。買方必須提供指定財務機構所要求的資料及文件，否則貸款將不會獲處理。
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 shall not be processed.

第 II 部份
Part II

(TK1) 360 日付款計劃
360 Days Payment Plan

1. 印花稅優惠
Stamp Duty Offer(s)

如買方於要約表格選擇印花稅優惠，買方可獲下述印花稅優惠：
If the Purchaser selects the Stamp Duty Offer(s) in the Offer Form, the Purchaser will be offered the following Stamp Duty Offer(s):

(a) 印花稅現金回贈
Stamp Duty Cash Rebate

買方在按正式合約付清樓價餘額的情況下，可獲賣方提供印花稅現金回贈。印花稅現金回贈的金額相等於要約表格中所指明的金額。詳情請參閱附件10.1(a)。
Subject to settlement of the balance of the Purchase Price in accordance with the Agreement, the Purchaser shall be entitled to a Stamp Duty Cash Rebate offered by the Vendor which amount shall be equal to the amount specified in the Offer Form. Please see Annex 10.1(a) for details.

(b) 印花稅過渡性貸款
Stamp Duty Transitional Loan

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

注意：買方須於接納書的日期後2個工作日內申請印花稅過渡性貸款
Note: The Purchaser shall make an application for the Stamp Duty Transitional Loan within 2 working days after the date of the Letter of Acceptance

如買方享有印花稅現金回贈，買方可向指定財務機構申請印花稅過渡性貸款或(如買方享有印花稅現金回贈，但沒有使用印花稅過渡性貸款)可獲港幣$5,000現金回贈，印花稅過渡性貸款的最高金額為**就正式合約應付的從價印花稅的70%及不可超過要約表格中所指明的印花稅現金回贈的金額**。詳情請參閱附件10.1(b)。
If the Purchaser is entitled to the Stamp Duty Cash Rebate, the Purchaser may apply for a Stamp Duty Transitional Loan from the designated financing company or (if the Purchaser entitled to the Stamp Duty Cash Rebate but has not utilized the Stamp Duty Transitional Loan) shall be entitled to a HK$5,000 Cash Rebate. The maximum Stamp Duty Transitional Loan amount shall be **the total amount of 70% of the ad valorem stamp duty chargeable on the Agreement and shall not exceed the amount of the Stamp Duty Cash Rebate specified in the Offer Form**. Please see Annex 10.1(b) for details.

2. Super Life 2020 現金回贈
Super Life 2020 Cash Rebate

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

符合附件 10.2 所列明的條件的買方可獲樓價 1%或 1.5%之現金回贈(視情況而定)。詳情請參閱附件 10.2。
The Purchaser who satisfies the conditions as set out in Annex 10.2 will be eligible for a cash rebate of 1% or 1.5% of the Purchase Price (as the case may be). Please see Annex 10.2 for details.

3. 首置買家現金回贈
First-time Purchaser Cash Rebate

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

如就正式合約應付的從價印花稅的適用稅率為較低稅率(第 2 標準)，買方在按正式合約(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，可獲賣方送出首置買家現金回贈 (『首置買家現金回贈』)。首置買家現金回贈金額相等於該物業的樓價 3%或 (如該物業為『特選住宅物業』)樓價 5%(視情況而定)。
If the applicable rates for the ad valorem stamp duty chargeable on the Agreement are lower rates (Scale 2), subject to settlement of the balance of the Purchase Price in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)), the Purchaser shall be entitled to a First-time Purchaser Cash Rebate ("First-time Purchaser Cash Rebate") offered by the Vendor. The amount of the First-time Purchaser Cash Rebate shall be equivalent to 3% of the Purchase Price or (if the Property is a 'Privileged Residential Property') 5% of the Purchase Price of the Property (as the case may be).

上述『特選住宅物業』指期數內的 2 睡房(連儲物室) 、3 睡房(不論是否連儲物室及/或其他房間)或 4 睡房(不論是否連儲物室及/或其他房間)的住宅物業。為免疑問，『特選住宅物業』並不包括期數內的 2 睡房(開放式廚房) 、2 睡房及開放式單位的住宅物業。
The above-mentioned "Privileged Residential Property" refers to residential properties in the Phase with 2-bedroom (with store room), 3-bedroom (whether or not including store room(s) and/or other room(s)) or 4-bedroom (whether or not including store room(s) and/or other room(s)). For the avoidance of doubt, 'Privileged Residential Property' does not include residential properties in the Phase with 2-bedroom (with open kitchen), 2-bedroom and studio units.

買方必須於付清樓價餘額之日前最少 30 日以書面(連同就正式合約應付的所有印花稅的正式繳付收據副本)向賣方申請首置買家現金回贈，賣方會於收到申請並證實有關資料無誤後將首置買家現金回贈直接用於支付部份樓價餘額。
The Purchaser shall apply to the Vendor in writing (accompanied with a copy of the official receipt(s) for payment of all stamp duty payable on the Agreement) for the First-time Purchaser 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 to be correct, the Vendor will apply the First-time Purchaser Cash Rebate for part payment of the balance of the Purchase Price directly.

4. 成交優惠
Completion Benefit

(a) 如買方於以下列表訂明的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』)。
Where the Purchaser fully pays the Purchase Price and completes the sale and purchase of the Property within the 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.

成交優惠列表
Completion Benefit Table

完成該物業的買賣交易日期 Date of completion of the sale and purchase of the Property	成交優惠金額 Completion Benefit amount
接納書的日期後120日內 Within 120 days after the date of the Letter of Acceptance	樓價5% 5% of the Purchase Price
接納書的日期後121日至360日期間內 Within the period from 121 days to 360 days after the date of the Letter of Acceptance	樓價4% 4% of the Purchase Price
(只適用於已使用第6段所述的提前入住及延後交易優惠的買方) (only applicable to the Purchaser who has utilized the Early Move-in and Defer Completion Offer as set out in paragraph 6) 接納書的日期後361日至540日期間內 Within the period from 361 days to 540 days after the date of the Letter of Acceptance	樓價3.5% 3.5% of the Purchase Price
(只適用於已使用第6段所述的提前入住及延後交易優惠的買方) (only applicable to the Purchaser who has utilized the Early Move-in and Defer Completion Offer as set out in paragraph 6) 接納書的日期後541日至720日期間內 Within the period from 541 days to 720 days after the date of the Letter of Acceptance	樓價2% 2% of the Purchase Price

(b) 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確認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(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。
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 in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)).

(c) 如上述第4(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。
If the last day of any period as set out in the paragraph 4(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.

5. 換樓現金回贈
Upgrading Cash Rebate

(a) 如買方(或其中一位買方)及/或買方(或其中一位買方)的家庭成員(指配偶、父母、子女、兄弟或姐妹)(『關連業主』)成功出售(並非送讓契)其舊有住宅物業(『舊有住宅物業』，其他要求見下文)予其他人士(並非買方或其家庭成員)，而舊有住宅物業的轉讓契的日期為以下期間之內：該物業的接納書的日期前一年至該物業的實際成交日期前7日(包括首尾兩日)，買方可根據以下列表獲賣方送出換樓現金回贈(『換樓現金回贈』)。
If the Purchaser (or any one of the Purchaser) and/or the family member (means spouse, parents, children, brothers or sisters) of the Purchaser (or any one of the Purchaser) ("Related Owner") successfully sold (not by a deed of gift) his/her/their old residential property ("old residential property", see below for other requirements) to other person (not being the Purchaser or his/her/their family members), and the date of assignment of the old residential property is within the period between 1 year before the date of the Letter of Acceptance of the Property and 7 days before the actual completion date of the Property (both dates inclusive), the Purchaser shall be entitled to an Upgrading Cash Rebate ("Upgrading Cash Rebate") offered by the Vendor according to the table below.

情況 Situation	換樓現金回贈金額 The amount of Upgrading Cash Rebate
該物業的樓價高於港幣$10,000,000 The Purchase Price of the Property is over HK$10,000,000	樓價5% 5% of the Purchase Price
該物業的樓價相等於或低於港幣$10,000,000 The Purchase Price of the Property is equal to or below HK$10,000,000	樓價3% 3% of the Purchase Price

關連業主必須為舊有住宅物業的登記業主及實益擁有人。如關連業主與其他人聯名持有舊有住宅物業，關連業主須與其他聯名業主一拼出售舊有住宅物業的全部業權。
The Related Owner must be both the registered owner and beneficial owner of the old residential property. If the Related Owner jointly owns the old residential property with other person(s), the Related Owner with such other owner(s) must jointly sell the entire interest in the old residential property.

(b) 買方須於其意欲完成該物業的買賣的交易日前最少30日，以書面向賣方提出換樓現金回贈，並須提供令至賣方滿意的書面文件以証明上述之家庭成員關係，賣方會於收到申請並確認有關資料無誤後將換樓現金回贈於成交時直接用於支付部份樓價餘額。不論換樓現金回贈的申請獲賣方批核與否，買方仍須按正式合約(包括所有修改後的正式合約及補充合約)完成該物業的交易及繳付該物業的樓價全數。
The Purchaser shall notify the Vendor in writing to apply for the Upgrading Cash Rebate at least 30 days before the intended date of completion of the sale and purchase of the Property and shall provide documentary evidence to prove the above-mentioned family member relationship to the Vendor's satisfaction. After the Vendor has received the application and duly verified the information to be correct, the Vendor will upon completion apply the Upgrading Cash Rebate for part payment of the balance of the Purchase Price directly. Irrespective of whether or not the application for the Upgrading Cash Rebate is approved by the Vendor, the

Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)).

6. 提前入住及延後交易優惠
Early Move-in and Defer Completion Offer

- **只適用於購買特選住宅物業的個人名義買方**
  only applicable to an individual Purchaser who purchases the Privileged Residential Property

上述『特選住宅物業』指期數內的2睡房(連儲物室) 、3睡房(不論是否連儲物室及/或其他房間)或4睡房(不論是否連儲物室及/或其他房間)的住宅物業。為免疑問，『特選住宅物業』並不包括期數內的2睡房(開放式廚房) 、2睡房及開放式單位的住宅物業。
The above-mentioned "Privileged Residential Property" refers to residential properties in the Phase with 2-bedroom (with store room), 3-bedroom (whether or not including store room(s) and/or other room(s)) or 4-bedroom (whether or not including store room(s) and/or other room(s)). For the avoidance of doubt, 'Privileged Residential Property' does not include residential properties in the Phase with 2-bedroom (with open kitchen), 2-bedroom and studio units.

在買方滿足附件 10.3的第(I)段所列明的先決條件的前提下，賣方可：
Subject to the conditions precedent as set out in paragraph (I) of Annex 10.3 being satisfied by the Purchaser, the Vendor may:

(a) 容許買方延後至接納書的日期後1,200日內完成該物業之買賣交易(『延後交易日』)；及
allow the Purchaser to defer the completion of the sale and purchase of the Property to within 1,200 days after the date of the Letter of Acceptance (the "Extended Completion Date"); and

(b) 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延後交易日或實際完成該物業之買賣交易日，以較早日期為準。
grant a licence to the Purchaser to occupy the Property as a licensee until the Extended Completion Date or the actual completion date of sale and purchase of the Property, whichever is the earlier.

如買方已使用提前入住及延後交易優惠，買方不會享有第7(a)段所述的備用第一按揭貸款。
If the Purchaser has utilized the Early Move-in and Defer Completion Offer, then the Purchaser shall not be entitled to the Standby First Mortgage Loan as set out in paragraph 7(a).

詳情請參閱附件 10.3。
Please see Annex 10.3 for details.

7. 貸款優惠
Loan Benefit

買方可享以下其中一項貸款優惠。
The Purchaser is entitled to ONLY ONE of the following loan benefits.

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

- **只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人；及**
  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

- **不適用於已使用第6段所述的提前入住及延後交易優惠的買方**
  not applicable to the Purchaser who has utilized the Early Move-in and Defer Completion Offer as set out in paragraph 6

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。有關按揭利率請參閱以下列表。詳情請參閱附件 10.4(a) 。
The maximum Standby First Mortgage Loan amount shall be 70% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. The relevant interest rates are specified in the table below. Please see Annex 10.4(a) for details.

首36個月之按揭利率為1.18% p.a.，其後之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率加1% p.a.，利率浮動。

Interest rate for the first 36 months shall be 1.18% p.a., thereafter at 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.

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

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

備用第二按揭貸款的最高金額為淨樓價的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80%，或應繳付之樓價餘額，以較低者為準。有關按揭利率請參閱以下列表。詳情請參閱附件 10.4(b) 。
The maximum 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 80% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. The relevant interest rates are specified in the table below. Please see Annex 10.4(b) for details.

首36個月之按揭利率為0.5% p.a.，其後之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率加1% p.a.，利率浮動。 Interest rate for the first 36 months shall be 0.5% p.a., thereafter at 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.

上文『淨樓價』一詞指住宅物業之樓價扣除第1(a)段所述的印花稅現金回贈(如有)、第1(b)段所述的港幣$5,000現金回贈(如有)、第2段所述的Super Life 2020現金回贈(如有)、第3段所述的首置買家現金回贈(如有)、第4段所述的成交優惠(如有) 及第5段所述的換樓現金回贈(如有)後的金額。
The term "Net Purchase Price" above means the amount of the Purchase Price of the Property after deducting the Stamp Duty Cash Rebate (if any) as set out in paragraph 1(a), the HK$5,000 Cash Rebate (if any) as set out in paragraph 1(b), the Super Life 2020 Cash Rebate (if any) as set out in paragraph 2, the First-time Purchaser Cash Rebate (if any) as set out in paragraph 3, the Completion Benefit (if any) as set out in paragraph 4 and the Upgrading Cash Rebate (if any) as set out in paragraph 5.

注意： **如買方使用上述任何一項貸款優惠，則買方將不會享有第11段所述的MIP現金回贈。**
Note: If the Purchaser has utilized any one of the above loan benefits, then the Purchaser shall not be entitled to the MIP Cash Rebate as set out in paragraph 11.

8. 家具優惠
Furniture Benefit

- 只適用於購買附件 **10.5** 所列明的單位及在要約表格選擇家具優惠的買方
  only applicable the Purchaser who purchase the unit as listed in Annex 10.5 and chooses the Furniture Benefit in the Offer Form

買方可免費獲贈附件 10.5所述適用於其購買的住宅物業之裝飾、家具和物件(『該家具』)。為免疑問，第9段所述的首3年保修優惠不適用於該家具。詳情請參閱附件 10.5。
The Purchaser will be provided with the decoration, furniture and chattels applicable to the Property purchased by the Purchaser as set out in Annex 10.5 (the "Furniture") free of charge. For the avoidance of doubt, the First 3 Years Warranty Offer as set out in paragraph 9 does not apply to the Furniture. Please see Annex 10.5 for details.

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

在不影響買方於正式合約(包括所有修改後的正式合約及補充合約)下之權利的前提下，凡住宅物業(但不包括園景及盆栽(如有)、第8段所述的該家具(如有)及第12段所述的該現有家具(如有))有欠妥之處(正常損耗除外)，而該欠妥之處並非由任何人之行為或疏忽造成，買方可於住宅物業的成交日或(如買方已使用第6段所述的提前入住及延後交易優惠)住宅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。首3年保修優惠受其他條款及細則約束。
Without affecting the Purchaser's rights under the Agreement (including all revised Agreement and supplemental agreement(s)), 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 and Defer Completion Offer as set out in paragraph 6) the date when possession of the Property is delivered to the Purchaser (whichever is earlier) rectify any defects (fair wear and tear excepted) to the Property (excluding the landscape area and potted plants (if any), the Furniture (if any) as set out in paragraph 8 and the Existing Furniture (if any) as set out in paragraph 12) caused otherwise than by the act or neglect of any person. The First 3 Years Warranty Offer is subject to other terms and conditions.

10. 住戶停車位優惠
Offer of Residential Car Parking Space(s)

- 只適用選購下列住宅物業之買方
  only applicable to the Purchaser of a residential property listed as below

Tower 座數	Floor 樓層	Flat 單位
12	18	A
12	18	B
15A	18	A
15A	18	B
15B	18	B
16A	19	B
16B	19	B
17	1	A
17	19	B
18A	16	A
18B	1	A
18B	16	A
18B	16	B
19	1	A
19	2	A
19	3	A
19	5	A
19	6	A
19	8	A
19	11	A
19	12	A
19	15	A
19	16	A
19	1	B
19	2	B
19	3	B
19	5	B
19	6	B
19	7	B
19	10	B
19	11	B
19	12	B
29	G&UG	A
29	15	B
30A	15	A
30A	G&UG	B
30A	15	B
30B	G&UG	A
30B	15	A
30B	15	B

(a) 優先認購住戶停車位

Priority to Purchase Residential Car Parking Space

- 如買方已完成該物業的買賣交易
  if the Purchaser has completed the sale and purchase of the Property

買方可享有認購該期數或其他地政總署署長已發出預售樓花同意書或轉讓同意書的期數內的一個住戶停車位的權利。買方可根據賣方日後公佈的住戶停車位之銷售安排所規定的時限及方法行使其認購住戶停車位的權利。賣方不作出任何陳述、承諾或保證買方會獲認購與該物業相同期數內的住戶停車位。如買方不根據賣方日後公佈的住戶停車位之銷售安排行使其認購住戶停車位的權利，其認購住戶停車位的權利將會自動失效，買方不會為此獲得任何補償。住戶停車位的售價及銷售安排詳情將由賣方全權及絕對酌情決定，並容後公佈。
The Purchaser has an option to purchase one residential car parking space in the Phase or other Phase(s) in respect of which presale consent(s) or consent(s) to assign has/have been issued by the Director of Lands. The Purchaser can exercise his/her/its option to purchase a residential car parking space in accordance with time limit and manner as prescribed by the sales arrangement of the residential car parking spaces to be announced by the Vendor. The Vendor makes no representation, warranty or guarantee that the Purchaser will be offered a residential car parking space within the same Phase as the Property. If the Purchaser does not exercise the option to purchase a residential car parking space in accordance with time limit and manner prescribed by the sales arrangement of the residential car parking spaces to be announced by the Vendor, the option to purchase a residential car parking space shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor. The price and sales arrangement details of residential car parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later.

(b) 使用住戶停車位的選擇權
Option to Licence Residential Car Parking Space

- 如買方未完成該物業的買賣交易但已使用第6段所述的提前入住及延後交易優惠
  if the Purchaser has not yet completed the sale and purchase of the Property but has utilized the Early Move-in and Defer Completion Offer as set out in paragraph 6

買方可享有獲許可使用該期數或其他期數內的一個賣方不時編配的住戶停車位的選擇權。詳情請參閱附件 10.6 。
The Purchaser shall be granted an option to take a licence of one residential car parking space in the Phase or other phase(s) as the Vendor may allocate from time to time. Please see Annex 10.6 for details.

11. **MIP 現金回贈**
MIP Cash Rebate

如買方：
Where the Purchaser:

- 沒有使用第7段所述的貸款優惠；及
  has not utilized the Loan Benefit as set out in paragraph 7; and

- 按正式合約(包括所有修改後的正式合約及補充合約)付清樓價餘額，
  settles the balance of the Purchase Price in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)),

買方可獲賣方送出MIP現金回贈(『MIP現金回贈』)。MIP現金回贈的金額相等於(如樓價為港幣$8,000,000或以下) 樓價3%或(如樓價為港幣$8,000,000以上)樓價5%(視情況而定)。
the Purchaser shall be entitled to a MIP Cash Rebate ("MIP Cash Rebate") offered by the Vendor. The amount of the MIP Cash Rebate shall be equal to (if the Purchase Price is HK$8,000,000 or below) 3% of the Purchase Price or (if the Purchase Price is over HK$8,000,000) 5% of the Purchase Price (as the case may be).

買方須於付清樓價餘額之日前最少30日以書面向賣方申請MIP現金回贈，賣方會於收到申請並證實有關資料無誤後將MIP現金回贈直接用於支付部份樓價餘額。
The Purchaser shall apply to the Vendor in writing for the MIP 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 to be correct, the Vendor will apply the MIP Cash Rebate for part payment of the balance of the purchase price directly.

12. 家具和物件優惠
Furniture and Chattels Offer

購買列於以下表內住宅物業之買方：
The Purchaser of the residential property set out in Table below:

Tower 座數	Floor 樓層	Flat 單位
19	16	A

該物業現有展示及安放之家具和物件(『該現有家具』) 已包括在該物業樓價內。
The furniture and chattels (“Exisitng Furniture”) currently displayed and placed at the Property has been included in the purchase price of the Property.

賣方或其代表不會就該現有家具作出任何保證、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。該現有家具將於該物業成交日或(如買方已使用第6段所述的提前入住及延後交易優惠)該物業的管有權交予買方的日期(以較早者計)以成交時或交予管有權時(視乎情況而定)之狀況連同該物業交予買方。任何情況下，買方不得就該現有家具和物件提出任何異議或質詢。為免疑問，第9段所述的首3年保修優惠不適用於該家具。本優惠受其他條款及條件約束。
No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect regarding the Existing Furniture. In particular, no warranty, maintenance or representation whatsoever is given as to the condition, state, quality or fitness of any of the Existing Furniture or as to whether any of the Existing Furniture is or will be in working condition. The Exisitng Furniture will be delivered to the Purchaser upon completion of the sale and purchase of the Property or (if the Purchaser has utilized the Early Move-in and Defer Completion Offer as set out in paragraph 6) the date when possession of the Property is delivered to the Purchaser (whichever is earlier) in such condition as at completion or delivery of possession (as the case may be) together with the Property. In any event, no objection or requisitions whatsoever shall be raised by the Purchaser in respect of the Exisitng furniture. For the avoidance of doubt, the First 3 Years Warranty Offer as set out in paragraph 9 does not apply to the Exisitng Furniture. This offer is subject to other terms and conditions.

附件 **10.1(a)** 印花稅現金回贈
Annex 10.1(a) Stamp Duty Cash Rebate

- 只適用於在要約表格選擇印花稅優惠的買方
  only applicable to the Purchaser who selects the Stamp Duty Offer(s) in the Offer From

(I) 買方須於付清樓價餘額之日前最少30日以書面((如需要)連同就首張正式合約應付的所有印花稅的正式繳付收據及(如賣方要求)賣方代表律師樓的相關收據)向賣方申請印花稅現金回贈，賣方會於收到申請並證實有關資料無誤後將印花稅現金回贈直接用於支付部份樓價餘額。
The Purchaser shall apply to the Vendor in writing ((if necessary) accompanied with the first official receipt(s) for payment of all stamp duty payable on the Agreement and (if the Vendor requests) the relevant receipt(s) of the Vendor's solicitors) for the Stamp Duty 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 to be correct, the Vendor will apply the Stamp Duty Cash Rebate for part payment of the balance of the Purchase Price directly.

(II) 如買方已從賣方的指定財務機構(『指定財務機構』)獲得印花稅過渡性貸款(詳情請參閱附件 9.1(b))，則印花稅現金回贈會首先支付予指定財務機構用作償還過渡性貸款的未償還欠款，餘款(如有)才會用於支付部份樓價餘額。
If the Purchaser has obtained the Transitional Loan from the Vendor's designated financing company ("designated financing company") (please see Annex 9.1(b) for details), then the Stamp Duty Cash Rebate will first be paid to the designated financing company for repayment of any amount outstanding under the Stamp Duty Transitional Loan and the balance (if any) will be applied for part payment of the balance of the Purchase Price.

(III) 在賣方支付印花稅現金回贈金額後，(如適用)即使實際就正式合約應繳付的相關印花稅金額大於計算印花稅現金回贈所依據的金額，賣方亦無須再向買方支付任何其他或額外印花稅現金回贈。若有爭議，賣方有權決定印花稅現金回贈的金額，有關決定為最終決定並對買方具有約束力。
After the Vendor has paid the amount of the Stamp Duty Cash Rebate, (if applicable) if the amount of the relevant stamp duty actually payable on the Agreement exceeds the amount based on which the Stamp Duty Cash Rebate is calculated, the Vendor is not required to pay any other or additional Stamp Duty Cash Rebate to the Purchaser. In case of dispute, the Vendor has the right to determine the amount of the Stamp Duty Cash Rebate, and such determination shall be final and binding on the Purchaser.

(IV) 印花稅現金回贈受其他條款及細則約束。
The Stamp Duty Cash Rebate is subject to other terms and conditions.

附件 **10.1(b)** 印花稅過渡性貸款
Annex 10.1(b) Stamp Duty Transitional Loan

- 只適用於於要約表格選擇印花稅優惠的買方；及
  only applicable to the Purchaser who selects the Stamp Duty Offer(s) in the Offer From; 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
  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)

買方可向賣方的指定財務機構(『指定財務機構』)申請印花稅過渡性貸款(『過渡性貸款』)，主要條款如下:
The Purchaser can apply to the Vendor's designated financing company ("designated financing company") for a Stamp Duty Transitional Loan ("Transitional Loan"). Key terms are as follows:

(I) 買方須於接納書的日期後2個工作日內向指定財務機構申請過渡性貸款。指定財務機構將不會處理逾期貸款申請。
The Purchaser shall make the application for the Transitional Loan to the designated financing company within 2 working days after the date of the Letter of Acceptance. Late loan applications will not be processed by the designated financing company.

(II) 買方須提供指定財務機構所要求的財務資料及文件，否則貸款申請將不會獲處理。
The Purchaser shall provide financial information and documents upon request from the designated financing company, otherwise, the loan application will not be processed.

(III) (a) If the Purchaser has to pay the Ad Valorem Stamp Duty only, at the time of signing of the Agreement,
如買方只須要繳付從價印花稅，於簽署正式合約時，

(i) if the Purchaser does not own (whether in his/her own name or jointly with the other(s)) the other residential property(ies) in Hong Kong, the maturity date of the Transitional Loan is the date of completion of sale and purchase of the Property in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)).
如買方沒有擁有(不論單獨或連同其他人)其他香港住宅物業，過渡性貸款的到期日為按正式合約(包括所有修改後的正式合約及補充合約)完成該物業之買賣交易的日期。

(ii) if the Purchaser owns (whether in his/her own name or jointly with the other(s)) the other residential property(ies) in Hong Kong ("Existing Property"), the maturity date of the Transitional Loan shall be (whichever is earlier):
如買方擁有(不論單獨或連同其他人)其他香港住宅物業(『現有物業』)。過渡性貸款的到期日為(以較早者為準)：

- the date of completion of sale and purchase of the Property in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)); or
  按正式合約(包括所有修改後的正式合約及補充合約)完成該物業之買賣交易的日期；或

- (if applicable)if the Purchaser shall sell or otherwise dispose of the Existing Property, within 14 days after the completion of sale or disposal of the Existing Property.
  (如適用)如買方將現有物業賣出或以其他方式轉讓，完成現有物業的買賣或轉讓後14日內。

(b) 否則，就其他情況，過渡性貸款的到期日為按正式合約(包括所有修改後的正式合約及補充合約)完成該物業之買賣交易的日期。
Otherwise, in other case(s), the maturity date of the Transitional Loan shall be the date of completion of sale and purchase of the Property in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)).

(IV) 利率為5%p.a.。<u>如買方在到期日或之前準時還清過渡性貸款，將獲豁免貸款利息。</u>
Interest rate shall be 5%p.a.. **<u>If the Purchaser shall duly repay the Transitional Loan on or before the maturity date, interest on the Transitional Loan will be waived.</u>**

(V) 所有過渡性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。如買方就過渡性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。
All legal documents of the Transitional Loan 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.

If the Purchaser shall instruct his/her/its own solicitors to act for him/her/it for the Transitional Loan, the Purchaser shall bear his/her/its own solicitors' relevant costs and disbursements.

(VI) 在簽署正式合約之時，買方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正式合約及(如印花稅條例要求)臨時買賣合約加蓋印花。該筆款項金額相等於買賣合約(包括加蓋買賣合約副本的定額費用)及(如印花稅條例要求)臨時買賣合約的從價印花稅及(如適用)買家印花稅的總額，減過渡性貸款的金額。
Upon signing of the Agreement, the Purchaser shall deposit with the Vendor's solicitors a fund for the Vendor's solicitors to arrange for the Agreement and (where required by the Stamp Duty Ordinance) the preliminary agreement for sale and purchase 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 total amount of ad valorem stamp duty on the Agreement (including the fixed fee for stamping a counterpart of the Agreement) and (where required by the Stamp Duty Ordinance) the preliminary agreement for sale and purchase and (if applicable) the amount of buyer's stamp duty, less the Transitional Loan amount.

(VII) 買方敬請向指定財務機構查詢有關貸款用途及詳情。貸款批出與否及其條款，指定財務機構有最終決定權。不論貸款獲批與否，買方仍須按正式合約(包括所有修改後的正式合約及補充合約)完成該物業的交易及繳付該物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and details of the loan. The approval or disapproval of the loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the loan is approved or not, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)).

(VIII) 此貸款受其他條款及細則約束。
This loan is subject to other terms and conditions.

(IX) 賣方無給予或視之為已給予任何就過渡性貸款之批核的陳述或保證。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the Transitional Loan.

1. 如買方享有印花稅現金回贈但沒有使用過渡性貸款，在買方按正式合約(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，可就每個住宅物業獲港幣$5,000現金回贈(『港幣$5,000現金回贈』)。
If the Purchaser is entitled to the Stamp Duty Cash Rebate but has not utilized the Transitional Loan, subject to settlement of the balance of the Purchase Price in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)), a cash rebate of HK$5,000 for each residential property ("HK$5,000 Cash Rebate") would be offered to the Purchaser.

2. 買方須於付清樓價餘額之日前最少30日，以書面向賣方申請港幣$5,000現金回贈，賣方會於收到申請並證實有關資料無誤後將港幣$5,000現金回贈直接用於支付部份樓價餘額。
The Purchaser shall apply to the Vendor in writing for the HK$5,000 Cash Rebate at least 30 days before the date of settlement of balance of Purchase Price. After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the HK$5,000 Cash Rebate for part payment of the balance of the Purchase Price directly.

3. 為免疑問，就購買每個住宅物業，買方只可選擇使用過渡性貸款或獲得港幣$5,000現金回贈的其中一項。
For the avoidance of doubt, for the purchase of each residential property, the Purchaser can only choose either to utilize the Transitional Loan or to obtain the HK$5,000 Cash Rebate.

附件 10.2 Super Life 2020 現金回贈
Annex 10.2 Super Life 2020 Cash Rebate

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

(I) 如符合以下其中一項條件，買方在按正式合約(包括所有修改後的正式合約及補充合約)付清該物業的樓價餘額的情況下，可獲Super Life 2020現金回贈：
If one of the following conditions has been satisfied, subject to settlement of the balance of the Purchase Price in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)), the Purchaser shall be entitled to a Super Life 2020 Cash Rebate:

(a) 買方(或買方其中一位)或買方的至親(即配偶、父母、子女、兄弟、姊妹、祖父母、外祖父母、孫、孫女、外孫或外孫女)(或買方其中一位的至親)(不論單獨或連同其他人)已於2020年5月15日或之前(以相關轉讓契日期為準)完成購買關聯住宅物業；或
The Purchaser (or any one of the Purchasers) or a connected family member (i.e. spouse, parents, children, brothers, sisters, grandparents or grandchildren) of the Purchaser (or a connected family member of any one of the Purchasers) (whether in his/her sole name or together with other individual(s)) has completed the purchase of any related residential property on or before 15 May 2020 (with reference to the date of relevant assignment); or

(b) 買方(或買方其中一位) 或買方的至親(即配偶、父母、子女、兄弟、姊妹、祖父母、外祖父母、孫、孫女、外孫或外孫女)(或買方其中一位的至親)(不論單獨或連同其他人)已於2020年5月15日或之前簽署並蓋印花稅的正式租約租住關聯住宅物業。
The Purchaser (or any one of the Purchasers) or a connected family member (i.e. spouse, parents, children, brothers, sisters, grandparents or grandchildren) of the Purchaser (or a connected family member of any one of the Purchasers) (whether in his/her sole name or together with other individual(s)) has signed and stamped a formal tenancy agreement to rent any related residential property") on or before 15 May 2020.

上述『關聯住宅物業』指新元朗中心、YOHO Town、YOHO Midtown、爾巒、峻巒1A、PARK YOHO Venezia、PARK YOHO Sicilia、PARK YOHO Genova、PARK YOHO Milano、PARK YOHO Napoli、Grand YOHO (第一期及第二期)、荃灣中心、荃灣廣場、荃景花園、荃錦中心、爵悅庭、珀麗灣、卓爾居、聚康山莊、瓏門(第一期及第二期)、瓏山1號、皇府山、新葵興花園或新葵芳花園。
The above-mentioned "related residential property" refers to Sun Yuen Long Centre, YOHO Town, YOHO Midtown, RIVA, Park Vista 1A, PARK YOHO Venezia, PARK YOHO Sicilia, PARK YOHO Genova, PARK YOHO Milano, PARK YOHO Napoli, Grand YOHO (Phase 1 and Phase 2), Tsuen Wan Centre, Tsuen Wan Plaza, Tsuen King Garden, Tsuen Kam Centre, Chelsea Court, Park Island, Chelsea Heights, Beneville, Century Gateway (Phase 1 and Phase 2), Mount One, Noble Hill, Sun Kwai Hing Garden or New Kwai Fong Gardens.

(II) Super Life 2020現金回贈金融相等於該物業的樓價1%或(如該物業為『特選住宅物業』)樓價1.5% (視情況而定)。就該物業只可獲一次Super Life 2020現金回贈。
The amount of the Super Life 2020 Cash Rebate shall be equivalent to 1% of the Purchase Price or (if the Property is a 'Privileged Residential Property') 1.5% of the Purchase Price of the Property (as the case may be). The Super Life 2020 Cash Rebate shall be offered for the Property once only.
上述『特選住宅物業』指期數內的2睡房(連儲物室)、3睡房(不論是否連儲物室及/或其他房間)或4睡房(不論是否連儲物室及/或其他房間)的住宅物業。為免疑問，『特選住宅物業』並不包括期數內的2睡房(開放式廚房)、2睡房及開放式單位的住宅物業。
The above-mentioned "Privileged Residential Property" refers to residential properties in the Phase with 2-bedroom (with store room), 3-bedroom (whether or not including store room(s) and/or other room(s)) or 4-bedroom (whether or not including store room(s) and/or other room(s)). For the avoidance of doubt, 'Privileged Residential Property' does not include residential properties in the Phase with 2-bedroom (with open kitchen), 2-bedroom and studio units.

(III) 買方須於付清該物業的樓價餘額之日前最少30日以書面向賣方申請Super Life 2020現金回贈，並須提供令賣方滿意的書面文件(賣方對此有絕對酌情權，賣方之決定為最終並對買方有約束力。)以証明上述之(如適用)『至親』關係及(如適用)關聯住宅物業的已蓋印花稅的正式租約。賣方會於收到申請並證實有關資料無誤後將Super Life 2020現金回贈直接用於支付該物業的部份樓價餘額。
The Purchaser shall apply to the Vendor in writing for the Super Life 2020 Cash Rebate at least 30 days before the date of settlement of the balance of the Purchase Price of the Property and shall provide documentary evidence to prove (if applicable) the "connected family member" relationship mentioned in above and (if applicable) the stamped formal tenancy agreement of the related residential property to the Vendor's satisfaction and in this respect the Vendor shall have absolute discretion and the Vendor's decision shall be final and binding on the Purchasers. After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the Super Life 2020 Cash Rebate for part payment of the balance of the Purchase Price of the Property directly.

(IV) Super Life 2020現金回贈受其他條款及細則約束。
The Super Life 2020 Cash Rebate is subject to other terms and conditions.

附件 10.3　提前入住及延後交易優惠
Annex 10.3　Early Move-in and Defer Completion Offer

- **只適用於購買特選住宅物業的個人名義買方**
  only applicable to an individual Purchaser who purchases the Privileged Residential Property

上述『特選住宅物業』指期數內的2睡房(連儲物室)、3睡房(不論是否連儲物室及/或其他房間)或4睡房(不論是否連儲物室及/或其他房間)的住宅物業。為免疑問，『特選住宅物業』並不包括期數內的2睡房(開放式廚房)、2睡房及開放式單位的住宅物業。
The above-mentioned "Privileged Residential Property" refers to residential properties in the Phase with 2-bedroom (with store room), 3-bedroom (whether or not including store room(s) and/or other room(s)) or 4-bedroom (whether or not including store room(s) and/or other room(s)). For the avoidance of doubt, 'Privileged Residential Property' does not include residential properties in the Phase with 2-bedroom (with open kitchen), 2-bedroom and studio units.

(I) 在買方滿足以下先決條件的前提下，賣方可容許買方延後完成該物業之買賣交易至接納書的日期後的1,200日內(『延後交易日』)，並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：
Subject to the conditions precedent below being satisfied by the Purchaser, the Vendor may allow the Purchaser to defer the completion of the sale and purchase of the Property to within 1,200 days after the date of the Letter of Acceptance (the "Extended Completion Date") and grant a licence to the Purchaser to occupy the Property as a licensee prior to the completion of sale and purchase of the Property:

(a) 買方必須於接納書的日期後 300 日內，向賣方遞交已簽妥的提前入住及延後交易優惠的申請表格(『申請表格』)。
The Purchaser shall submit a duly signed application for the Early Move-in and Defer Completion Offer form (the "Application Form") to the Vendor within 300 days after the date of the Letter of Acceptance.

(b) 買方已於遞交申請表格時向賣方繳付港幣$5,000之不可退還申請手續費。
The Purchaser has, at the time of submission of the Application Form, paid to the Vendor a non-refundable application fee of HK$5,000.

(c) 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(『補充文件』)(包括但不限於正式合約的補充合約)。
The Purchaser has signed the Licence 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).

(d) 於簽署補充文件時，買方已：
Upon signing of the Supplemental Document, the Purchaser has:

(i) 向賣方繳付(不論許可期的長短)相等於樓價10%之不可退還許可證費用；或
paid to the Vendor a non-refundable licence fee (irrespective of the length of the licence period) equivalent to 10% of the Purchase Price; or

(ii) 向賣方提供一個香港住宅物業(『現有物業』)之第一法定按揭作為抵押品，以擔保買方履行其於正式合約、補充文件、許可協議 (包括但不限於繳付相等於樓價20%之不可退還許可證費用、第(III)段所述的相關開支等的責任)及(如適用)附件 9.6所述的住戶停車位的使用許可(包括但不限於繳付使用許可費用的責任)下之所有責任。以下為現有物業的基本要求：
provided the Vendor with a first legal mortgage over a Hong Kong residential property ("Existing Property") as security to secure the performance of all obligations of the Purchaser under the Agreement, the Supplemental Document, the Licence Agreement (including but not limited to the obligations to pay a non-refundable licence fee equivalent to 20% of the Purchase Price, the Relevant Expenses as set out in paragraph (III), etc.) and (if applicable) the Licence for the Residential CPS as set out in Annex 9.6 (including but not limited to the obligation to pay the Licence fee). The following are the basic requirements of the Existing Property:

- 現有物業的業主(或其中一位業主)必須為買方(或買方其中一位)或買方的家庭成員(即配偶、父母、子女、兄弟或姊妹)或買方其中一位的家庭成員；及
  The registered owner of the Existing Property (or any one of the registered owners) must be the Purchaser (or any one of the Purchasers) or a family member (i.e. spouse, parents, children, brothers or sisters) of the Purchaser or a family member of any one of the Purchasers; and

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

- 現有物業沒有出租；及
  The Existing Property is not leased out; and

- 現有物業沒有任何按揭或抵押；及
  The Existing Property does not have any mortgage or charge; and

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

- 現有物業的價值必須不低於該物業樓價的25%。
  The value of the Existing Property must not be less than 25% of the Purchase Price of the Property.

儘管符合上述要求，賣方保留權利不接受現有物業作為抵押品。
Notwithstanding meeting the above requirements, the Vendor reserves the right not to accept the Existing Property as security.

如買方提供現有物業之第一法定按揭作為抵押品，及買方按正式合約(包括所有修改後的正式合約及補充合約)完成該物業買賣，須向賣方繳付相等於樓價 20%之不可退還許可證費用之要求將獲豁免。
If the Purchaser has provided a first legal mortgage of the Existing Property as security, and the Purchaser has completed the sale and purchase of the Property in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)), the requirement to pay the non-refundable licence fee equivalent to 20% of the Purchase Price to the Vendor will be waived.

(e) 買方已同意按以下方式繳付樓價餘款：
The Purchaser has agreed to pay the balance of the Purchase Price in the following manner:

(i) 如買方於接納書的日期後 119日內簽署補充文件及已向賣方繳付不少於樓價5%：
If the Purchaser signs the Supplemental Document within 119 days after the date of the Letter of Acceptance and has paid to the Vendor not less than 5% of the Purchase Price:

- 樓價 10%分 10 期 (於接納書的日期後 360#、420#、480#、540#、630#、720#、810#、900、990#及 1080 日內) 繳付，每期為樓價 1%；及
  10% of the Purchase Price shall be paid by 10 instalments (within 360#, 420#, 480#, 540#, 630#, 720#, 810#, 900, 990# and 1080 days after the date of the Letter of Acceptance) at 1% of the Purchase Price for each instalment; and

- 樓價餘額於接納書的日期後 1,200 日內(即延後交易日)繳付。
  the balance of the Purchase Price shall be paid within 1,200 days after the date of the Letter of Acceptance (i.e. the Extended Completion Date).

(ii) 如買方於接納書的日期後 120日或之後簽署補充文件及已向賣方繳付不少於樓價10%：
If the Purchaser signs the Supplemental Document on or after 120 days after the date of the Letter of Acceptance and has paid to the Vendor not less than 10% of the Purchase Price:

- 樓價 5%分 5 期 (於接納書的日期後 720#、810#、900#、990#及 1080#日內) 繳付，每期為樓價 1%；及
  5% of the Purchase Price shall be paid by 5 instalments (within 720#, 810#, 900#, 990# and 1080# days after the date of the Letter of Acceptance) at 1% of the Purchase Price for each instalment; and

- 樓價餘額於接納書的日期後 1,200 日內(即延後交易日)繳付。
  the balance of the Purchase Price shall be paid within 1,200 days after the date of the Letter of Acceptance (i.e. the Extended Completion Date).

備註： 如買方提供現有物業之第一法定按揭作為抵押品，設有符號“#”之期數於交易日繳付。但如買方未能按正式合約(包括所有修改後的正式合約及補充合約)完成該物業買賣，買方須於向賣方繳付所有未繳付的期數(包括設有或沒有符號“#”之期數)。

Remark: If the Purchaser has provided a first legal mortgage of the Existing Property as security, the instalments marked that is marked with a “#” shall be paid on the completion date. However, if

the Purchaser fails to complete the sale and purchase of the Property in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)), the Purchaser shall pay to the Vendor all unpaid instalments (including the instalments that is or is not marked with a "#").

(f) 買方已同意許可期的首日不可早於正式合約的日期後90日(為免疑問，實際入住日期須由買方及賣方確定作實)，而許可期必須在延後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。
The Purchaser has agreed that the licence period shall not commence on a date earlier than 90 days after the date of the Agreement (For the avoidance of doubt, the actual move-in date shall be determined by the Purchaser and the Vendor) and shall end upon the Extended Completion Date or the actual date of completion of the sale and purchase of the Property, whichever is the earlier.

(g) 買方已同意負責所有就許可協議、補充文件、(如適用)現有物業之第一法定按揭及其他與此優惠相關的文件而產生的法律費用、代墊付費用、開支及稅項(如有)。
The Purchaser has agreed to bear all legal costs, disbursements, expenses and tax (if any) arising from the Licence Agreement, the Supplemental Document, (if applicable) the first legal mortgage of the Existing Property and any other documents in connection with this Offer.

(h) 任何其他由賣方規定的條款及細則。
Any other terms and conditions as shall be imposed by the Vendor.

(II) 如延後交易日不是工作日 (按《一手住宅物業銷售條例》第2(1)條所定義)，則延後交易日定為下一個工作日。
If the Extended Completion Date is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance), the Extended Completion Date shall fall on the next working day.

(III) 在許可期內，賣方將會支付該物業之管理費、地租及差餉 (統稱『相關開支』)。但如買方未能按正式合約(包括所有修改後的正式合約及補充合約)完成該物業買賣，買方須向賣方償還所有相關開支。
The Vendor will pay the management fee, Government rent and rates of the Property (collectively "Relevant Expenses") during the licence period. However, if the Purchaser fails to complete the sale and purchase of the Property in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)), the Purchaser shall reimburse all Relevant Expenses to the Vendor.

(IV) 在許可期內，買方須負責支付或(如賣方已支付)向賣方償還該物業之管理費按金、其他按金及有關費用(包括但不限於特別基金、泥頭費)。為免疑問，支付該物業之管理費按金、其他按金及有關費用並不構成相關開支的一部分。
The Purchaser shall pay or (if the Vendor has already paid) reimburse to the Vendor the management fee deposit, other deposits and related fees (including but not limited to contribution to Special Funds, debris removal fee) of the Property during the licence period. For the avoidance of doubt, the management fee deposit, other deposits and related fees of the Property do not form part of the Relevant Expenses.

(V) 在許可期內，買方須自費維持和維護因買方或任何相關方之任何行為、疏忽、失責或遺漏而導致的對任何人或財產所造成的損失、傷害、損害的責任保險。保單應由賣方指定或批准的保險公司發出，並應為(i) 買方(ii)賣方和(iii)發展項目的管理人提供保障，賣方可以指定保障金額，並包含一個條款，表明由此產生的保障範圍，未經賣方事先書面同意，不得取消，修改或限制其條款和條件。
The Purchaser shall at his own costs and expenses effect and maintain during the licence period insurance cover in respect of liability for loss, injury or damage to any person or property whatsoever caused through or by any act, neglect, default or omission of him or any Related Party. The policy of insurance shall be effected with an insurance company nominated or approved by the Vendor and shall provide cover for (i) the Purchaser (ii) the Vendor and (iii) the Manager of the Development and shall be in such amount as the Vendor may specify and shall contain a clause to the effect that the insurance cover thereby effected and the terms and conditions thereof shall not be cancelled, modified or restricted without the prior written consent of the Vendor.

(VI) 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。
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 during the licence period.

(VII) 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。
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.

(VIII) 在許可證終止後(按買賣合約(包括所有修改後的買賣合約及補充合約)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買賣合約(包括所有修改後的買賣合約及補充合約)中所述已納入該物業的裝置、裝修物料及設備恢復至租期的開始日期時的狀況的費用和開支。
Upon the termination of the Licence (except upon the completion of the sale and purchase of the Property in accordance with the Agreement (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 (including all revised Agreement and supplemental agreement(s)) and incorporated into the Property as at the start date of the licence period.

(IX) 如買方已向賣方繳付許可證費用，並沒有違反許可協議之任何條款及按正式合約(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，可獲額外現金回贈(『額外現金回贈』)。額外現金回贈相等於樓價10%。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，賣方會將額外現金回贈，直接用於支付部份樓價餘額。**為免疑問，如買方提供現有物業之第一法定按揭作為抵押品，買方將不會獲得額外現金回贈。**
If the Purchaser has paid to the Vendor the licence fee, has not breached any term of the Licence Agreement and has completed the sale and purchase of the Property in accordance with the Agreement (including all revised Agreement and supplemental agreement(s) in accordance with this appendix)), the Purchaser shall be entitled to an Extra Cash Rebate ("Extra Cash Rebate"). The amount of Extra Cash Rebate shall be equivalent to 10% of the Purchase Price. 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 Extra Cash Rebate, for part payment of the balance of the Purchase Price directly. **For the avoidance of doubt, if the Purchaser has provided a first legal mortgage of the Existing Property as security, the Purchaser shall not be entitled to the Extra Cash Rebate.**

(X) 買方的申請必須獲賣方批核。賣方沒有給予買方就申請會否及何時獲批核、許可期會否於意欲提前入住日開始、交易日會否延後至意欲延後交易日的任何陳述、保證或承諾。賣方保留絕對權利拒絕申請，及修改許可協議、補充文件、(如適用)現有物業之第一法定按揭及相關合約。不論申請獲賣方批核與否，買方仍須按買賣合約(如適用，修改後的買賣合約及補充合約)完成該物業的交易及向賣方繳付樓價全數。買方不可就申請對賣方及其控權公司作任何申索及不可就申請向賣方及其控權公司提出任何異議、反對或投訴。
The Purchaser's application is subject to the approval of the Vendor. The Vendor does not give the Purchaser any representation, warrant or undertaking as to whether and when the application will be approved, whether the licence period will commence on the intended early move-in date, whether the completion date will be extended to the intended extended completion date. The Vendor reserves the absolute right to reject the application and amend the Licence Agreement, the Supplemental Document, (if applicable) the first legal mortgage of the Existing Property and other relevant documents. Irrespective of whether or not the application is approved by the Vendor, the Purchaser shall complete the sale and purchase of the Property and shall pay the full purchase price to the Vendor in accordance with the Agreement (if applicable, including any revised Agreement and supplemental agreement(s)). The Purchaser shall have no claim whatsoever against the Vendor and its holding companies in respect of the application and shall not raise any dispute, objection or complaint to the Vendor and its holding companies in respect of the application.

(XI) 提前入住及延後交易優惠受其他條款及細則約束。
Early Move-in and Defer Completion Offer is subject to other terms and conditions.

附件 **10.4(a)** 備用第一按揭貸款
Annex 10.4(a) Standby First Mortgage Loan

- 只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人；及
  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

- 不適用於已使用附件 **10.3** 所述的提前入住及延後交易優惠的買方
  not applicable to the Purchaser who has utilized the Early Move-in and Defer Completion Offer as set out in Annex 10.3

賣方的指定財務機構(『指定財務機構』)提供備用第一按揭貸款 (『第一按揭貸款』) 之主要條款如下:
The key terms of a Standby First Mortgage Loan ("First Mortgage Loan") offered by the Vendor's designated financing company ("designated financing company") are as follows:

(I) 買方必須於付清樓價餘額之日前最少90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。
The Purchaser shall make a written application to the designated financing company for a First Mortgage Loan not less than 90 days before date of settlement of the balance of the Purchase Price. Late loan applications will not be processed by the designated financing company.

(II) 第一按揭貸款的最高金額為有關付款計劃所述的淨樓價的70%，惟貸款金額不可超過應繳付之樓價餘額。有關按揭利率請參閱以下列表。
The maximum amount of the First Mortgage Loan shall be 70% of the Net Purchase Price as mentioned in the relevant payment plan, provided that the loan amount shall not exceed the balance of Purchase Price payable. The relevant interest rates are specified in the table below.

首36個月之按揭利率為1.18% p.a.，其後之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率加1% p.a.，利率浮動。 Interest rate for the first 36 months shall be 1.18% p.a., thereafter at 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.

(III) 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。
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.

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

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

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

(VII) 買方須以按月分期償還第一按揭貸款。
The Purchaser shall repay the First Mortgage Loan by monthly instalments.

(VIII) 買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、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。
The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any). The Purchaser and his/her/its guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

(IX) 第一按揭貸款申請須由指定財務機構獨立審批。
The First Mortgage Loan shall be approved by the designated financing company independently.

(X) 買方須就申請第一按揭貸款支付港幣$5,000不可退還的申請手續費。
The Purchaser shall pay HK$5,000 being the non-refundable application fee for the First Mortgage Loan.

(XI) 所有第一按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。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。
All legal documents of First Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the First Mortgage Loan.

(XII) 買方敬請向指定財務機構查詢有關第一按揭貸款用途及詳情。第一按揭貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按正式合約(包括所有修改後的正式合約及補充合約)完成該物業的交易及繳付該物業的樓價全數。
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 (including all revised Agreement and supplemental agreement(s)).

(XIII) 第一按揭貸款受其他條款及細則約束。
The First Mortgage Loan is subject to other terms and conditions.

(XIV) 賣方無給予或視之為已給予任何就第一按揭貸款之安排及批核的陳述或保證。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the First Mortgage Loan.

附件 10.4(b) 備用第二按揭貸款
Annex 10.4(b) Standby Second Mortgage Loan

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

賣方的指定財務機構(『指定財務機構』)提供備用第二按揭貸款 (『第二按揭貸款』) 之主要條款如下:
The key terms of a Standby Second Mortgage Loan ("Second Mortgage Loan") offered by the Vendor's designated financing company ("designated financing company") are as follows:

(I) 買方必須於付清樓價餘額之日前最少90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。
The Purchaser shall make a written application to the designated financing company for a Second Mortgage Loan not less than 90 days before the date of settlement of the balance of the Purchase Price. Late loan applications will not be processed by the designated financing company.

(II) 第二按揭貸款的最高金額為有關付款計劃所述的淨樓價的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80%，或應繳付之樓價餘額，以較低者為準。有關按揭利率請參閱以下列表。
The maximum amount of the Second Mortgage Loan shall be 20% of the Net Purchase Price as mentioned in the relevant payment plan, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall not exceed 80% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. The relevant interest rates are specified in the table below.

首36個月之按揭利率為0.5% p.a.，其後之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率加1% p.a.，利率浮動。 Interest rate for the first 36 months shall be 0.5% p.a., thereafter at 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.

(III) 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。
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.

(IV) 第二按揭貸款以該物業之法定按揭作抵押。
The Second Mortgage Loan shall be secured by a legal mortgage over the Property.

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

(VI) 第二按揭貸款年期最長為25年，或第一按揭貸款(由第一按揭銀行提供)之年期，以較短者為準。
The maximum tenor of Second Mortgage Loan shall be 25 years or the tenor of first mortgage loan (offered by the first mortgagee bank), whichever is shorter.

(VII) 買方須以按月分期償還第二按揭貸款。
The Purchaser shall repay the Second Mortgage Loan by monthly instalments.

(VIII) 買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、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。
The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any). The Purchaser and his/her/its guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

(IX) 第一按揭銀行須為指定財務機構所指定及轉介之銀行，買方並且須得到該銀行同意辦理第二按揭貸款。
The first mortgagee bank shall be nominated and referred by the designated financing company and the Purchaser shall obtain consent from the first mortgagee bank to apply for the Second Mortgage Loan.

(X) 第一按揭貸款(由第一按揭銀行提供)及第二按揭貸款須由有關承按機構獨立審批。
The first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall be approved by the relevant mortgagees independently.

(XI) 所有第二按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。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。
All legal documents of the Second Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the Second Mortgage Loan.

(XII) 買方須就申請第二按揭貸款支付港幣$5,000不可退還的申請手續費。
The Purchaser shall pay HK$5,000 being the non-refundable application fee for the Second Mortgage Loan.

(XIII) 買方敬請向指定財務機構查詢有關第二按揭貸款用途及詳情。第二按揭貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按正式合約(包括所有修改後的正式合約及補充合約)完成該物業的交易及繳付該物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Second Mortgage Loan. The approval, disapproval or the approved loan amount of the Second Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)).

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

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

備註：銀行會根據香港金融管理局的指引，將第二按揭貸款的條款納入銀行的按揭審批考慮。詳情請向有關銀行查詢。
Note: The bank will, in the course of approving any mortgage, take into account the terms and conditions of the Second Mortgage Loan in accordance with Hong Kong Monetary Authority guidelines. For details, please enquire with the banks.

附件 10.5　家具優惠
Annex 10.5　Furniture Benefit

- 只適用於以下列明的單位
  only applicable to the Unit as listed below

(I) 家具優惠由賣方安排並由Indigo Living Limited ("Indigo") (『指定家具供應商』)提供。買方在按正式合約(包括所有修改後的正式合約及補充合約)完成買賣交易的情況下，可免費獲贈表1所列明的適用於其購買的住宅物業之裝飾、家具和物件(『該家具』)。有關該家具的詳情(包括但不限於設計、顏色及物料)，請向指定家具供應商查詢。
The Furniture Benefit is arranged by the Vendor and provided by Indigo Living Limited ("Indigo") ("designated furniture provider"). Subject to the completion of the sale and purchase in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)), the Purchaser will be provided with the decoration, furniture and chattels applicable to the Property purchased by the Purchaser as listed in the table 1 (the "Furniture") free of charge. For details (including without limitation the design, colour and materials) of the Furniture, please enquire with the designated furniture provider.

(II) 買方須付清該物業之樓價及按正式合約(包括所有修改後的正式合約及補充合約)完成該物業買賣，不管：
The Purchaser shall settle the full amount of the Purchase Price of the Property and complete the sale and purchase of the Property in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)) irrespective of whether:

(a) 就家具優惠有否引起任何爭議；及
there is any dispute arising from the Furniture Benefit; and

(b) 指定家具供應商交付予買方的所有或任何該家具是否與家具優惠之條款一致。
all or any of the Furniture delivered by designated furniture provider to the Purchaser is in accordance with the terms of the Furniture Benefit.

(III) 賣方或其代表不會就家具優惠及該家具提供保養或作出任何保證或陳述，更不會就該家具狀況、狀態、品質、性能或任何該家具是否或會否在可運作狀態作出任何保證及陳述。如買方對該家具有任何異議或質詢，應直接聯絡指定家具供應商。為免疑問，有關付款計劃所述的首3年保修優惠不適用於該家具。
The Vendor or any person(s) on their behalf do not provide any maintenance or give any warranty or representation in any respect regarding the Furniture Benefit and the Furniture. In particular, no warranty or representation whatsoever is given as to the Furniture's condition, state, quality, fitness or as to whether any of the Furniture is or will be in working condition. If the Purchaser has any objection or requisitions whatsoever in respect of the Furniture, the Purchaser shall contact designated furniture provider directly. For the avoidance of doubt, the First 3 Years Warranty Offer as set out in the relevant payment plan does not apply to the Furniture.

(IV) 該家具的送貨將受限於指定家具供應商的營運狀況。其營運將受各種因素影響，包括但不限於不可抗力事宜；天災；戰爭及禁運；叛亂、暴亂、罷工、民變；放射性污染或與核電廠有關的災難；及/或恐佈襲擊的行為或威脅。買家不得向賣方或指定家具供應商就上述事項作出任何損失、賠償或補償的申索。
The delivery of the Furniture is subject to operational status of the designated furniture provider. Their operation may be affected by factors including but not limited to force majeure; act of God; war and embargo; rebellion, riots, strikes or civil disorder; contamination by nuclear radio-activity or nuclear plant related hazardous; and/or acts or threats of terrorism. The Purchaser cannot make any claim for losses, damages and compensation against the Vendor or the designated furniture provider with respect to the matters mentioned above.

(V) 家具優惠受其他條款及細則約束。賣方不會就家具優惠和/或該家具承擔任何直接或間接的責任或損失。
The Furniture Benefit is subject to other terms and conditions. The Vendor is not responsible for any direct or indirect liabilities or losses in connection with the Furniture Benefit and/or the Furniture.

表 1 (由 Indigo 提供)
Table 1 (Provided by Indigo)

	客廳 **Living Room**							
	沙發 Sofa	茶几 Coffee Table	電視櫃 TV Cabinet	角几 Side Table	櫃 Cabinet	扶手椅 Armchair	餐檯 Dining Table	椅子 Dining Chair
Tower 19 Unit B **第 19 座 B 單位**	1	1	1	1	1	1	1	6

	主人睡房 **Master Bedroom**								
	雙人床 Double Bed	雙人床褥 Double Mattress	床頭櫃 Bedside Table	衣櫃 (闊約 1700 毫米) Wardrobe (W approx. 1700mm)	衣櫃 (闊約 1500 毫米) Wardrobe (W approx.1500mm)	衣櫃 (闊約 1150 毫米) Wardrobe (W approx. 1150mm)	梳妝檯 Dresser	腳凳 Dresser Stool	抽屜櫃 Chest of Drawer
Tower 19 Unit B **第 19 座 B 單位**	1	1	2	0	0	1	1	1	1

	儲物室(如適用) **Store** **(If applicable)**	**睡房 1 (選項 1 或選項 2)** **Bedroom 1 (Either Option 1 or Option 2)**							**睡房 2** **Bedroom 2**			
		(選項 1) **(Option 1)**			**(選項 2)** **(Option 2)**							
	衣櫃 (闊約 1150 毫米) Wardrobe (W approx. 1150mm)	書檯 Study Desk	椅子 Chair	床頭櫃 Bedside Table	單人床底 Single Divan	單人床褥 Single Mattress	單人床頭板 Headboard	床頭櫃 Bedside Table	單人床底 Single Divan	單人床褥 Single Mattress	單人床頭板 Headboard	衣櫃 (附帶床頭櫃) (闊約 1100 毫米) Wardrobe with Bedside (W approx. 1100mm)
Tower 19 Unit B **第 19 座 B 單位**	0	1	1	0	1	1	1	0	1	1	1	1

續下頁 …To be continued …

表 1 只適用於以下樓層: Table 1 applicable to the following floor(s) only:

Tower 19 第 19 座	2 樓至 3 樓、5 樓至 12 樓及 15 樓 2/F-3/F,5/F-12/F & 15/F

附件 10.6　使用住戶停車位選擇權 (『該選擇權』)
Annex 10.6　Option to License Residential Car Parking Space(s) ("Option")

(I) 賣方將會公佈住戶停車位(『住戶停車位』)之使用許可安排的有關時限、條款及細則、方式及方法及其他細節(『該等安排』)。當賣方公佈該等安排後，買方可按照該等安排行使該選擇權。如買方未有按照該等安排行使該選擇權以取得住戶停車位的該使用許可，該選擇權將會自動失效，賣方將再沒有責任授予該選擇權或使用許可予買方，買方亦不會就此獲得任何補償。

Relevant timeframe, terms and conditions, modes and methods and other details of the Licence arrangements (collectively, the "Arrangements") of the residential car parking space(s) ("Residential CPS") will be announced by the Vendor. The Purchaser can exercise the Option in accordance with the Arrangements as and when they are announced by the Vendor. If the Purchaser does not exercise the Option to take a Licence of the Residential CPS in accordance with the Arrangements, then the Option shall lapse automatically and become null and void, the Vendor shall have no further obligation to grant the Option or Licence to such Purchaser, and the Purchaser shall not be entitled to any compensation therefor.

(II) 該選擇權的行使及該使用許可的授予受以下條款及細則約束 :-
The exercise of the Option and the granting of the Licence are subject to the following basic terms and conditions :-

(a) 該使用許可必須於附錄10.3的提前入住及延後交易優惠下的許可期終止或屆滿時終止。
The Licence must end upon the expiration or termination of the licence period under the Early Move-in and Defer Completion Offer as mentioned in Annex 10.3.

(b) 住戶停車位的位置是固定的，可能位處該期數或其他期數內，並由賣方全權決定及指定，買方不得提出任何反對或異議。
The location of the Residential CPS will be a fixed one, and may be located in the Phase or other phase(s), and will be solely determined and assigned by the Vendor and the Purchaser shall not raise any objection or dispute.

(c) 買方已簽署賣方指定格式及內容之許可協議。
The Purchaser has signed the Licence Agreement in the Vendor's prescribed form and content.

(d) 如買方在按正式合約(包括所有修改後的正式合約及補充合約)完成買賣交易的情況下，可豁免住戶停車位的使用許可費用。但如買方未能按正式合約(包括所有修改後的正式合約及補充合約)完成該物業買賣，買方須向賣方支付使用許可期內住戶停車位的使用許可費用，使用許可費用將以賣方就許可予該期數內的其他許可人的住戶停車位屆時一般地收取的市值收費，並由賣方不時決定及調整。
If the Purchaser completes the sale and purchase of the residential property in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)), then the Licence fee for the Residential CPS shall be waived. However, if the Purchaser fails to complete the sale and purchase of the residential property in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)), the Purchaser shall pay to the Vendor the Licence fee for the Residential CPS during the the licence period. The Licence fee shall be charged at the then prevailing market rates generally charged by the Vendor in respect of the residential car parking spaces at the Phase licensed to other licensees, as determined or adjusted by the Vendor from time to time.

(e) 在許可期內，賣方將會支付該住戶停車位之管理費、地租及差餉 (統稱『住戶停車位相關開支』)。但如買家未能按正式合約(包括所有修改後的正式合約及補充合約)完成該物業買賣，買家須向賣方償還所有住戶停車位相關開支。
The Vendor will pay the management fee, Government rent and rates of the Residential Car Parking Space (collectively "CPS Relevant Expenses") during the licence period. However, if the Purchaser fail to complete the sale and purchase of the Property in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)), the Purchaser shall reimburse all CPS Relevant Expenses to the Vendor.

(f) 在許可期內，買家須負責支付或(如賣方已支付)向賣方償還該住戶停車位之管理費按金、其他按金及有關費用(包括但不限於特別基金)。為免疑問，支付該住戶停車位之管理費按金、其他按金及有關費用並不構成住戶停車位相關開支的一部分。
The Purchaser shall pay or (if the Vendor has already paid) reimburse to the Vendor the management fee deposit, other deposits and related fees (including but not limited to contribution to Special Funds) of the Residential CPS during the licence period. For the avoidance of doubt, the management fee deposit, other deposits and related fees of the Residential CPS do not form part of the CPS Relevant Expenses.

(g) 在許可期內，買家不可出租、分租、許可、分許可、分享或分開擁有或佔用該住戶停車位或其任何部分。
The Purchaser shall not let, sub-let, licence, sub-licence, share or part with possession or occupation of the Residential CPS or any part thereof during the licence period.