

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unless previously withdrawn or sold)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

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 Closing 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 Commencement 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:- <ul style="list-style-type: none"> • 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) Vendor's Information Form
- (6) Personal Information Collection Statement

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

- (7) False Ceiling Height Plan of the Tendered Property
- (8) Acknowledgement Letter Regarding Open Kitchen, Wooden Cabinet, Built-in Wardrobe, Barbecues Stove and Jacuzzi (if applicable)
- (9) 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. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「承約期間」	指由遞交投標書的首日至招標截止日期後的第 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： <ul style="list-style-type: none"> • 孖士打律師行 • 胡關李羅律師行 • 王潘律師行

2. 招標程序

- 2.1 賣方現按照載於招標文件的條款及細則招標承投購該招標物業。
- 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或要約表格的中文文本；
 - (b) 連同以下文件：
 - (i) 銀行本票及／或支票
由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的一張或多張銀行本票及／或支票，總金額為樓價的 5%，該金額須作為投標的臨時訂金，抬頭寫「孖士打律師行」，但其中港幣 200,000 元必須以銀行本票支付。
 - (ii) 投標者的身份證明文件
如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。

如投標者為公司，投標者的公司註冊證明書及商業登記證的複印本，以及投標者最近期的董事登記冊及周年申報表的複印本。
 - (iii) 中介人的牌照(如適用)
投標者委託的地產經紀的牌照複印本。
 - (iv) 由投標者填妥並簽署的附件的文件

- (1) 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) 賣方資料表格
- (6) 個人資料收集聲明

(v) 由投標者填妥並簽署的於售樓處領取的文件

- (7) 投標物業的假天花高度圖
- (8) 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)
- (9) 關於吊船操作的確認函(如適用)

請不要於第(iv)及(v)分段所述的任何文件內填上日期。

- (c) 放入普通信封內，信封面上書明賣方收啓，並清楚註明「**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) 作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間按照本招標公告及本招標公告夾附的投標表格和出售條款所載的條款及條件，隨時接納投標。投標書根據本招標公告的程序一經遞交，投標者即不可撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。
- (b) 作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。

3. 接受投標

- 3.1 投標書如獲接納，中標者即成為該投標物業之買方。
- 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，買方須另聘律師作為其代表；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. 其他事項

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

[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^)

	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 fittings 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 Tower 17	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：	石膏批盪連乳膠漆。
Internal Wall	Gypsum plaster finishes in emulsion paint.
地板：	客廳及飯廳鋪設天然石材，睡房鋪設複合木地板。
Flooring	Natural stone for living room and dining room. Engineered timber flooring for bedroom.
門：	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。
Door	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：	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。
Bathroom	Sanitary fittings 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：	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。
Kitchen	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：	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；
Other Provisions	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：	Flat A and B on 18/F of Tower 12	第 12 座 18 樓 A 及 B 單位
^Definition of special units:	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 Tower 17	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 Property at the purchase price specified in the Schedule to this Offer Form subject to the terms and conditions of this Tender Document and the Conditions of Sale.

2. Binding agreement if offer is accepted

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

3. Address for receipt of acceptance of tender

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

4. Declarations, representations and warranties

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

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

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

Schedule to the Offer Form

(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.

Section 4 – Payment plan

TG1 Payment Plan (TG1)

1. Terms of Payment

- A preliminary deposit equivalent to 5% of the purchase price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance)
- _____ % of the purchase price shall be paid within _____ days after the date of Letter of Acceptance
- _____ % of the purchase price shall be paid within _____ days after the date of Letter of Acceptance
- _____ % of the purchase price shall be paid within _____ days after the date of Letter of Acceptance
- _____ % of the purchase price shall be paid within _____ days after the date of Letter of Acceptance
- _____ % of the purchase price (balance of the purchase price) shall be paid within _____ days after the date of the Letter of Acceptance

Note:

- Percentage (%) must be an integer.
- The date of completion shall not be earlier than 90 days after the date of 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:

- * ☐ 10.5% of the Purchase Price; or
- * ☐ 2.975% of the Purchase Price; or
- * ☐ 2.625% of the Purchase Price

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

(* Please tick as appropriate)

3. 3 Years Interest-free Loan Plan (only applicable to the Purchaser who is an individual)

* ☐ I/We **select** the 3 Years Interest-free Loan Plan.

* ☐ I/We **do not select** the 3 Years Interest-free Loan Plan.

(* Please tick as appropriate)

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

Section 5 - Intermediary (if any)

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

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

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

Section 6 - 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) ☐ Vendor's Information Form (undated)
 - (6) ☐ Personal Information Collection Statement (undated)
6. Documents to be obtained from the Sales Office, duly signed and completed by the Tenderer:
 - (7) ☐ False Ceiling Height Plan of the Tendered Property (undated)
 - (8) ☐ Acknowledgement Letter Regarding Open Kitchen, Wooden Cabinet, Built-in Wardrobe, Barbecues Stove and Jacuzzi (if applicable) (undated)
 - (9) ☐ Acknowledgement Letter Regarding Operation of Gondola (if applicable) (undated)

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 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.		

Section 10 - Signature of the Tenderer and witness

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

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

Signed by the Tenderer:

X

Witnessed by:

X

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

Name of the witness:

Date:

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

第 3 部份：要約表格

(由投標者填寫)

致：賣方

1. 要約

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

2. 如要約獲接納將構成有效協議

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

3. 收取接受投標書信函的地址

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

4. 聲明、陳述及保證

本人／我們現聲明、陳述及保證如下：

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

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

要約表格的附表

(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

TG1 付款計劃 (TG1)

1. 支付條款

- 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付
- 相等於樓價_____ %於接納書的日期後_____ 日內繳付
- 相等於樓價_____ %於接納書的日期後_____ 日內繳付
- 相等於樓價_____ %於接納書的日期後_____ 日內繳付
- 相等於樓價_____ %於接納書的日期後_____ 日內繳付
- 相等於樓價_____ %(樓價餘額)於接納書的日期後_____ 日內繳付

註：

- 百分數(%)必須為整數。
- 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 10.5%；或
- * ☐ 樓價的 2.975%；或
- * ☐ 樓價的 2.625%

* ☐ 本人／我們不選擇印花稅優惠。

(*請剔適用者)

3. 3年免息貸款計劃(只適用於個人名義買方)

* ☐ 本人／我們選擇3年免息貸款計劃。

* ☐ 本人／我們不選擇3年免息貸款計劃。

(*請剔適用者)

有關贈品、財務優惠或利益的詳情，請參閱附件 7。

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

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) ☐ 賣方資料表格(未有填上日期)
 - (6) ☐ 個人資料收集聲明(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：
 - (7) ☐ 投標物業的假天花高度圖(未有填上日期)
 - (8) ☐ 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)
 - (9) ☐ 關於吊船操作的確認函(如適用)(未有填上日期)

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.		

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

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

投標者簽署： <div style="text-align: right; margin-top: 100px;">X</div>	見證人簽署： <div style="text-align: right; margin-top: 100px;">X</div>
獲授權人士的名稱(如投標者為公司)：	見證人名稱：
日期：	

[第3部份：要約表格完]
[招標文件完]

附件

Annex

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

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

1. 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. 賣方資料表格 #
Vendor's Information Form #
6. 個人資料收集聲明 #
Personal Information Collection Statement #
7. 贈品、財務優惠或利益的列表
List of gift, or financial advantage or benefit

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
	_____ 平方米／ square metres/	_____
(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(s) 買方簽署

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(s) 買方簽署

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

- 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。
- 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 10.5% of the Purchase Price or 2.975% 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 10.5%或樓價的 2.975%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)
- 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:
 - You shall execute a legally binding formal agreement for sale and purchase of the Property (in the form prescribed by the Vendor without amendments) (the **“Agreement for Sale and Purchase”**) in accordance with the terms and conditions of the Preliminary Agreement.
閣下須按照臨時合約的條款與細則, 簽署一份有法律約束力的正式買賣合約(按賣方規定的格式及不得作出修改)(以下稱「**買賣合約**」)。
 - You shall make payment of the further deposit, additional deposit(s), further part payment(s) and balance of Purchase Price within the time specified in the Agreement for Sale and Purchase and perform and observe all other terms and conditions in the Preliminary Agreement and the Agreement for Sale and Purchase.
閣下須於買賣合約規定的限期內支付加付訂金、額外訂金、進一步的部分付款及樓價餘額, 並履行及遵守臨時合約和買賣合約所有其他條款與細則。
 - (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)



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内容後，本人/吾等同意接受本信件所列的所有條款與細則及受其約束，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士* / ☐ *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。

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

Annex 4 附件 4

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：

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

1. The Stamp Duty (Amendment) Ordinance 2018 was gazetted on 19 January 2018 with retrospective effect from 5 November 2016. Any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to new ad valorem stamp duty (“**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

2. 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。

3. There is no change to the other circumstances under which AVD at Scale 2 rates is applicable or AVD is exempt.
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。
4. 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，詳情請瀏覽稅務局網頁 (www.ird.gov.hk)。

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

5. 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表格或其他證明文件；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。
6. 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

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

Other Matters
其他事項

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

12. 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。

13. The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.

本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Vendor's Information Form
賣方資料表格

Annex 5 附件 5

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	A	\$5,371.00
	12	18	B	\$4,666.00
	15A	18	A	\$4,399.00
	15A	18	B	\$4,382.00
	15B	18	B	\$5,199.00
	16A	19	B	\$5,229.00
	16B	19	B	\$4,382.00
	17	1	A	\$3,176.00
	17	2	A	\$3,154.00
	17	3	A	\$3,154.00
	17	5	A	\$3,154.00
	17	6	A	\$3,154.00
	17	7	A	\$3,154.00
	17	9	A	\$3,154.00
	17	11	A	\$3,154.00
	17	15	A	\$3,154.00
	17	17	A	\$3,154.00
	17	19	A	\$5,958.00
	17	19	B	\$4,575.00
	18A	16	A	\$4,517.00
	18B	1	A	\$3,186.00
	18B	16	A	\$5,345.00
	18B	16	B	\$5,179.00
	19	1	A	\$4,612.00
	19	2	A	\$4,545.00
	19	3	A	\$4,545.00
	19	5	A	\$4,545.00
	19	6	A	\$4,545.00
	19	8	A	\$4,545.00
	19	11	A	\$4,545.00
	19	12	A	\$4,545.00
	19	15	A	\$4,545.00
	19	16	A	\$6,695.00
	19	1	B	\$3,668.00
	19	2	B	\$3,599.00
	19	3	B	\$3,599.00

	19	5	B	\$3,599.00
	19	6	B	\$3,599.00
	19	7	B	\$3,599.00
	19	10	B	\$3,599.00
	19	11	B	\$3,599.00
	19	12	B	\$3,599.00
	29	G&UG	A	\$7,592.00
	29	11	A	\$4,102.00
	29	15	B	\$5,442.00
	29	1	D	\$2,468.00
	30A	15	A	\$5,607.00
	30A	G&UG	B	\$7,000.00
	30A	15	B	\$5,078.00
	30B	G&UG	A	\$7,884.00
	30B	15	A	\$4,534.00
	30B	15	B	\$4,511.00
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	A	\$2,685.00
	12	18	B	\$2,220.00
	15A	18	A	\$2,131.00
	15A	18	B	\$2,070.00
	15B	18	B	\$2,508.00
	16A	19	B	\$2,583.00
	16B	19	B	\$2,079.00
	17	1	A	\$1,384.00
	17	2	A	\$1,390.00
	17	3	A	\$1,436.00
	17	5	A	\$1,445.00
	17	6	A	\$1,455.00
	17	7	A	\$1,464.00
	17	9	A	\$1,484.00
	17	11	A	\$1,503.00
	17	15	A	\$1,522.00
	17	17	A	\$1,542.00
	17	19	A	\$3,065.00
	17	19	B	\$2,185.00
	18A	16	A	\$2,259.00
	18B	1	A	\$1,459.00
	18B	16	A	\$2,733.00
	18B	16	B	\$2,592.00
	19	1	A	\$1,944.00
	19	2	A	\$1,901.00
	19	3	A	\$1,969.00
	19	5	A	\$1,982.00
	19	6	A	\$1,995.00
	19	8	A	\$2,023.00
	19	11	A	\$2,063.00
	19	12	A	\$2,076.00
	19	15	A	\$2,091.00
	19	16	A	\$3,411.00
	19	1	B	\$1,590.00
	19	2	B	\$1,539.00
	19	3	B	\$1,591.00
	19	5	B	\$1,602.00
	19	6	B	\$1,613.00

	19	7	B	\$1,624.00
	19	10	B	\$1,655.00
	19	11	B	\$1,666.00
	19	12	B	\$1,677.00
	29	G&UG	A	\$3,717.00
	29	11	A	\$1,843.00
	29	15	B	\$2,637.00
	29	1	D	\$1,166.00
	30A	15	A	\$2,817.00
	30A	G&UG	B	\$3,089.00
	30A	15	B	\$2,648.00
	30B	G&UG	A	\$3,856.00
	30B	15	A	\$2,232.00
	30B	15	B	\$2,225.00
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			

Date of Printing: 15/04/2020

印製日期: 15/04/2020

<p>Signed by the Purchaser(s) 買方簽署</p>
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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」)為提供服務及產品(包括處理閣下的物業交易)，需要閣下不時向我們提供閣下的個人資料及詳情。若沒有所需的資料及詳情，我們可能無法提供閣下要求的服務及產品。

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

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

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

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

Purposes for which Your Information may be used

閣下資料可能被用作的用途

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

我們可能不時使用閣下資料作下列一個或多個用途：

- (i) handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
處理閣下的物業交易，包括準備文件和作出任何必要的安排以完成交易；
- (ii) providing you with and administering offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits whether of a financial nature, in the form of gifts or otherwise;
向閣下提供及管理優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益(不論屬財務性質或以贈品或其他形式提供)；
- (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」)提供的服務、物業、物業發展項目或產品的質量進行調查(自願性質參與)；
- (vii) marketing services, properties, property developments, products and other subjects (please see further details in "Use of Your Information in direct marketing" section below);
促銷服務、物業、物業發展項目、產品及其他標的(詳情請參閱以下「在直接促銷中使用閣下資料」部分)；
- (viii) conducting statistical research and analysis (the outcome of which will not reveal your identity);
進行統計研究和分析(統計研究及分析結果將不會揭露閣下的身分)；
- (ix) communicating with you;
與閣下溝通；
- (x) investigating and handling complaints;
調查及處理投訴；
- (xi) preventing or detecting illegal or suspicious activities; and
預防或偵測非法或可疑活動；及

- (xii) making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.
在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。

Transfer of Your Information

轉移閣下資料

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

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

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

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

Use of Your Information in direct marketing

在直接促銷中使用閣下資料

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

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

In connection with direct marketing, we intend:

就直接促銷，我們有意：

- (a) to use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;
使用我們不時收集、產生、編制或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據；
- (b) to market the following classes of services and products to you:
向閣下促銷以下類別的服務及產品：
 - (1) real estate properties (including car parking spaces) or property developments offered by member(s) of the Group, JV Companies or other persons who engage us to sell or promote real estate properties for them;
集團成員、合資公司或其他委任我們代其銷售或推廣地產物業的人士提供的地產物業（包括泊車位）或物業發展項目；
 - (2) services and products offered by us, other members of the Group or JV Companies (including real estate agency services, credit facilities and financial services);
我們、集團其他成員或合資公司提供的服務及產品（包括地產代理服務、信貸融資及財務服務）；
 - (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us, other members of the Group or JV Companies; and
我們、集團其他成員或合資公司提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及
 - (4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;
為慈善或非牟利用途的捐款或捐贈，或企業社會責任節目或活動；
- (c) in return for money or other property, to provide Your Information described in (a) above to other members of the Group for their use in direct marketing the classes of services and products described in (b) above.
為換取金錢或其他財產，將以上(a)段所述的閣下資料提供予集團其他成員以供其在直接促銷以上(b)段所述的服務及產品類別中使用。

If you do NOT wish us to use Your Information in direct marketing or provide Your Information to other persons for their use in direct marketing as described above, please tick (✓) the appropriate box(es) at the end of this Statement to exercise your opt-out

right. You may also write to us at the address set out in "Access to and correction of Your Information" section below to opt out from direct marketing at any time.

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

Access to and correction of Your Information 查閱及改正閣下資料

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

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

峻巒發展項目第 2A 期(『該期數』)^

Phase 2A of Park Vista Development (the “Phase”)^

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買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠(如有)；而有關還款能力之要求(包括但不限於供款與入息比率之上限)將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。
According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the Purchaser in connection with the purchase of a residential property will be deducted from the purchase price when calculating the loan-to-value ratio by the bank; and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.
5. 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一手買方及不可轉讓。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 first-hand 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 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，無論是促使、洽商、取得或申請貸款，或是擔保或保證該筆貸款的償還或有關事宜。
The Vendor's designated financing company has not and will not appoint any person (third party) for or in relation to granting a loan to any intending borrower or any specified class of intending borrower, whether as to the procuring, negotiation, obtaining, application, guaranteeing or securing the repayment of such a loan.

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.

[^] 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」

[^] 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"

第 II 部份
Part II

(TG1) TG1 付款計劃
TG1 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。詳情請參閱附錄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 Appendix 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。詳情請參閱附錄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 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 Appendix 1(b) for details.

2. 付清樓價現金回贈
Full Settlement Cash Rebate

如買方：

Where the Purchaser:

- 於要約表格選擇3年免息貸款計劃；及
chooses the 3 Years Interest-free Loan Plan in the Offer Form; and
- 沒有使用第3(d)段所述的3年免息貸款計劃；及
has not utilized 3 Years Interest-free Loan Plan as set out in paragraph 3(d); and
- 按正式合約付清樓價餘額，
settles the balance of the Purchase Price in accordance with the Agreement,

買方可獲賣方送出付清樓價現金回贈(『付清樓價現金回贈』)。付清樓價現金回贈的金額相等於樓價 6.5%。
the Purchaser shall be entitled to a Full Settlement Cash Rebate (“Full Settlement Cash Rebate”) offered by the Vendor. The amount of the Full Settlement Cash Rebate shall be equal to 6.5% of the Purchase Price.

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付清樓價現金回贈，賣方會於收到申請並證實有關資料無誤後將付清樓價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 Full Settlement 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 Full Settlement Cash Rebate for part payment of the balance of the Purchase Price directly.

3. 貸款優惠

Loan Benefit

買方可向賣方的指定財務機構申請以下其中一項貸款優惠：

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

(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
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)

備用第一按揭貸款的最高金額為淨樓價的80%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附錄2(a)。

The maximum Standby First Mortgage Loan amount shall be 80% of the net purchase price, provided that the loan amount shall not exceed the balance of purchase price payable. Please see Appendix 2(a) for details.

(b) 備用第二按揭貸款

Standby Second Mortgage Loan

- 只適用於個人買方為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25%，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。詳情請參閱附錄2(b)。

The maximum Standby Second Mortgage Loan amount shall be 25% 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. Please see Appendix 2(b) for details.

(c) King's Key 120 Plus

King's Key 120 Plus

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

King's Key 120 Plus 分為兩部份：A 部份(用於繳付樓價餘額)的最高貸款金額為樓價 90% 及(如適用)B 部份(用於償還現有物業的按揭貸款)的最高貸款金額為樓價 30%。詳情請參閱附錄 2(c)。

King's Key 120 Plus is divided into two tranches: the maximum loan amount of Tranche A (for payment of the balance of the purchase price) shall be 90% of the purchase price and (if applicable) the maximum loan amount of Tranche B (for repayment of the mortgage loan of the Existing Property) shall be 30% of the purchase price. Please see Appendix 2(c) for details.

(d) 3年免息貸款計劃

3 Years Interest-free Loan Plan

- 只適用於在要約表格選擇3年免息貸款計劃的個人名義買方
only applicable to the Purchaser who is an individual and chooses the 3 Years Interest-free Loan Plan in the Offer Form

3年免息貸款計劃的最高貸款金額為淨樓價的80%，惟貸款金額不可超過應繳付之樓價餘額。如買方使用3年免息貸款計劃，買方將不會享有第2段所述的付清樓價現金回贈。如買方符合附錄2(d)所述的相

關要求，將獲(i)豁免貸款利息及/或(ii)特別貸款現金回贈及/或(iii)提前償還現金回贈。相關要求及詳情請參閱附錄2(d)。

The maximum loan amount of 3 Years Interest-free Loan Plan shall be 80% of the net purchase price, provided that the loan amount shall not exceed the balance of Purchase Price payable. If the Purchaser has utilized the 3 Years Interest-free Loan Plan, then the Purchaser shall not be entitled to the Full Settlement Cash Rebate as set out in paragraph 2. **If the Purchaser complies with the relevant requirements as set out in Appendix 2(d), (i) the interest on the loan will be waived and/or (ii) the Purchaser shall be entitled to the Special Loan Cash rebate and/or (iii) the Purchaser shall be entitled to the Early Repayment Cash Rebate.** Please see Appendix 2(d) for the relevant requirements and details.

上文『淨樓價』一詞指扣除第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)及第2段所述的付清樓價現金回贈(如有)後的該物業之樓價。

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) and the Full Settlement Cash Rebate (if any) as set out in paragraph 2.

4. 首3年保修優惠

First 3 Years Warranty Offer

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

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

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

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

首3年保修優惠受其他條款及細則約束。

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

5. 住戶停車位優惠

Offer of Residential Car Parking Space(s)

- (a) 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。

The Purchaser is entitled to have 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 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.

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

If the Purchaser does not exercise the option to purchase residential car parking space 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 residential car parking space shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.

- (c) 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 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.

附錄 1(a) 印花稅現金回贈
Appendix 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)連同就正式合約應付的所有印花稅的正式繳付收據)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 official receipt(s) for payment of all stamp duty payable on the Agreement) 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, 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』)獲得過渡性貸款(詳情請參閱附錄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 Appendix 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 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.

附錄 1(b) 印花稅過渡性貸款
Appendix 1(b) Stamp Duty Transitional Loan

- 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
- 只適用於個人買方為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。
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.
- (II) 買方須提供指定財務機構所要求的財務資料及文件。
The Purchaser shall provide financial information and documents upon request from the designated financing company.
- (III) 過渡性貸款的到期日為按正式合約付清樓價餘額的日期。
The maturity date of the Transitional Loan is the date of settlement of the balance of the purchase price in accordance with the Agreement.
- (IV) 利率為 5% p.a.。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。
Interest rate shall be 5% p.a.. **If the Purchaser shall duly repay the Transitional Loan on or before the maturity date, interest on the Transitional Loan will be waived.**
- (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正式合約(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 for sale and purchase) 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.
- (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, 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，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, the Purchaser can only choose either to utilize the Transitional Loan or to obtain the HK\$5,000 Cash Rebate.

附錄 2(a) 備用第一按揭貸款
Appendix 2(a) Standby First Mortgage Loan

- 只適用於個人買方為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60日以書面向指定財務機構申請第一按揭貸款。指定財務機構將不會處理逾期貸款申請。

The Purchaser shall make a written application to the designated financing company for a First Mortgage Loan not less than 60 days before date of settlement of the balance of the purchase price. Late loan applications will not be processed by the designated financing company.

- (II) 第一按揭貸款的最高金額為有關付款計劃所述之淨樓價的80%，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 amount shall be 80% 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:

第一按揭貸款金額 The Amount of the First Mortgage Loan	按揭利率 Interest rate
高於淨樓價的70%但不高於淨樓價的80% Higher than 70% of the net purchase price but not higher than 80% of the net purchase price	首36個月之按揭利率為2.58% 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 2.58% 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.
不高於淨樓價的70% Not higher than 70% of the net purchase price	首36個月之按揭利率為1.98% 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 1.98% 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 be only 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。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 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 or disapproval and 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.

- (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.

附錄 2(b) 備用第二按揭貸款
Appendix 2(b) Standby Second Mortgage Loan

- 只適用於個人買方為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60日以書面向指定財務機構申請第二按揭貸款。指定財務機構將不會處理逾期貸款申請。

The Purchaser shall make a written application to the designated financing company for a Second Mortgage Loan not less than 60 days before the date of settlement of the balance of the purchase price. Late loan applications will not be processed by the designated financing company.

- (II) 備用第二按揭貸款的最高金額為有關付款計劃所述之淨樓價的25%，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：

The maximum Standby Second Mortgage Loan amount shall be 25% 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 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:

備用第二按揭貸款金額 The Amount of Standby Second Mortgage Loan	按揭利率 Interest rate
高於淨樓價的20%但不高於淨樓價的25% Higher than 20% of the net purchase price but not higher than 25% of the net purchase price	首36個月之按揭利率為2.58% p.a.，其後之按揭利率為香港上海匯豐銀行有限公司不時報價之港元最優惠利率加1% p.a.，利率浮動。 Interest rate for the first 36 months shall be 2.58% 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.
不高於淨樓價的20% Not higher than 20% of the net purchase price	首36個月之按揭利率為1.98% p.a.，其後之按揭利率為香港上海匯豐銀行有限公司不時報價之港元最優惠利率加1% p.a.，利率浮動。 Interest rate for the first 36 months shall be 1.98% 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 be only 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。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 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，買方並且須首先得到該銀行同意辦理第二按揭貸款。
The first mortgagee bank shall be nominated and referred by the designated financing company and the Purchaser shall obtain prior consent from the first mortgagee bank to apply for the Second Mortgage Loan.
- (X) 第一按揭貸款(由第一按揭銀行提供)及第二按揭貸款須由有關承按機構獨立審批。
The first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall be approved by the relevant mortgagees independently.
- (XI) 所有第二按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。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 or disapproval and 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.
- (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.

附錄 2(c) King's Key 120 Plus
Appendix 2(c) King's Key 120 Plus

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

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

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

- (I) 買方必須於付清樓價餘額之日前最少60日以書面向指定財務機構申請樓價貸款。指定財務機構將不會處理逾期貸款申請。
The Purchaser shall make a written application to the designated financing company for a Payment Financing not less than 60 days before date of settlement of the balance of the purchase price. Late loan applications will not be processed by the designated financing company.
- (II) 樓價貸款必須以該物業之第一法定按揭及一個香港住宅物業(『現有物業』)之第一法定按揭作為抵押。以下為現有物業的基本要求：
The Payment Financing shall be secured by a first legal mortgage over the Property and a first legal mortgage over a Hong Kong residential property ("Existing Property"). The following are the basic requirements of the Existing Property:
- 現有物業的業主(或其中一位業主)必須為買方(或買方其中一位)或買方的近親(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)或買方其中一位的近親；及
The registered owner of the Existing Property (or any one of the registered owners) must be the Purchaser (or any one of the Purchasers) or a close relative (i.e. spouse, parents, children, brothers, sisters, grandparents or grandchildren) of the Purchaser or a close relative of any one of the Purchasers; and
 - 現有物業的業權良好；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
 - 現有物業沒有銀行按揭以外的其他按揭或產權負擔；及
The Existing Property is not subject to any mortgage or incumbrance other than bank mortgage; and
 - 現有物業不屬於村屋、1980年前發出入伙紙的單幢式住宅物業、有轉讓限制的物業或非屋苑式的離島物業等；及
The Existing Property is not a village-type house, residential property in a single block with an Occupation Permit issued before 1980, property which is subject to alienation restrictions and non-estate-type property situated on the outlying islands, etc; and
 - 現有物業的價值必須符合以下要求：
The value of the Existing Property must satisfy the following requirement:

於申請樓價貸款時，現有物業的按揭情況 The mortgage status of the Existing Property at the time of application for the Payment Financing	指定財務機構估算現有物業的價值 The designated financing company's valuation of the Existing Property
沒有任何按揭 does not have any mortgage	不低於該物業之樓價的50%(或總樓價的50%，如購買兩個或以上住宅物業) not less than 50% of the purchase price (or 50% of the total purchase price, if two or above residential properties are purchased) of the Property.
有銀行按揭 mortgaged to a bank	不低於該物業之樓價的70% (或總樓價的70%，如購買兩個或以上住宅物業) not less than 70% of the purchase price (or 70% of the total purchase price, if two or above residential properties are purchased) of the Property.

儘管符合上述要求，指定財務機構保留權利不接受現有物業作為抵押品。

Notwithstanding meeting the above requirements, the designated financing company reserves the right not to accept the

Existing Property as security.

(III) 樓價貸款的最高金額為：

The maximum amount of Payment Financing shall be:

部份 Tranche	樓價貸款的最高金額 The maximum amount of Payment Financing
A 部份：用於繳付樓價餘額 Tranche A: for payment of the balance of the purchase price	<ul style="list-style-type: none">樓價的80%及扣除所有賣方將提供用以支付樓價餘額部份的現金回贈(如有)後的金額(如現有物業的估算價值為樓價50%或以上，但少於樓價60%)；或 80% of the purchase price less all cash rebate(s) (if any) that will be offered by the Vendor for part payment of the balance of purchase price (if the valuation of the Existing Property is 50% of the purchase price or above, but less than 60% of the purchase price); or樓價的90%及扣除所有賣方將提供用以支付樓價餘額部份的現金回贈(如有)後的金額(如現有物業的估算價值為樓價60%或以上)， 90% of the purchase price less all cash rebate(s) (if any) that will be offered by the Vendor for part payment of the balance of purchase price (if the valuation of the Existing Property is 60% of the purchase price or above), <p>惟貸款金額不可超過應繳付之樓價餘額。 provided that the loan amount shall not exceed the balance of purchase price payable.</p>
B 部份(如適用)：用於償還現有物業的按揭貸款 Tranche B (if applicable): for repayment of the mortgage loan of the Existing Property	<ul style="list-style-type: none">樓價的10%(如現有物業的估算價值為樓價70%或以上，但少於樓價80%)；或 10% of the purchase price (if the valuation of the Existing Property is 70% of the purchase price or above, but less than 80% of the purchase price) ; or樓價的20%(如現有物業的估算價值為樓價80%或以上，但少於樓價90%)；或 20% of the purchase price (if the valuation of the Existing Property is 80% of the purchase price or above, but less than 90% of the purchase price) ; or樓價的30%(如現有物業的估算價值為樓價90%或以上), 30% of the purchase price (if the valuation of the Existing Property is 90% of the purchase price or above), <p>惟貸款金額不可超過現有物業的按揭貸款餘額。 provided that the loan amount shall not exceed the balance of the mortgage loan of the Existing Property.</p>

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

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

(IV) 該物業只可供買方自住。

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

(V) 買方須提供指定財務機構所需文件，包括但不限於在指定財務機構要求下提供信貸報告、還款紀錄及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查。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 is required to provide necessary documents upon request from the designated financing company, including without limitation, credit report, repayment record and/or banking record. The designated financing company will conduct credit check on the Purchaser and his/her guarantor (if any). The Purchaser and his/her guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

(VI) 買方須提供足夠文件證明其還款能力(包括每月供款及到期還款)。

The Purchaser is required to provide sufficient documents to prove his/her repayment ability (including monthly instalments and the repayment on maturity).

(VII) 樓價貸款申請須由指定財務機構獨立審批。

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

(VIII) 樓價貸款必須一次過全部提取，並只可首先用於繳付樓價餘額(『貸款A部份』)及(如適用)然後用於償還現有物業的按揭貸款(『貸款B部份』)。如樓價貸款不足以償清現有物業的按揭貸款，現有物業的業主須自行安排資金以償清現有物業的按揭貸款。

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

(IX) 樓價貸款的年期最長為3年。

The maximum tenor of the Payment Financing shall be 3 years.

(X) 利率為2.18% p.a.。最終利率以指定財務機構審批結果而定。

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

(XI) 買方須以以下方式償還樓價貸款：

The Purchaser shall repay the Payment Financing in the following manner:

(i) 每月供款相當於樓價0.5%，先用於支付利息，餘款用於償還樓價貸款的貸款A部份；及
monthly instalment amount equivalent to 0.5% of the purchase price shall be paid for interest firstly, and the balance shall be applied for repayment of the Tranche A of the Payment Financing; and

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

(XII) 買方可向指定財務機構申請附錄2(e)所述的延續貸款(『延續貸款』)，於樓價貸款到期日用以償還樓價貸款的貸款A部份。延續貸款的最高金額為：

The Purchaser may apply to the designated financing company for the Extended Loan ("Extended Loan") as set out in Appendix 2(e) for repayment of the Tranche A of the Payment Financing upon the maturity date of the Payment Financing. The maximum amount of the Extended Loan shall be:

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

指定財務機構會因應買方及其擔保人(如有)的信貸評估結果，對貸款金額作出調整。詳情請參閱附錄 2(e)。

The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her guarantor (if any). Please see Appendix 2(e) for details.

(XIII) 所有樓價貸款的法律文件須由賣方代表律師準備，並於賣方代表律師的辦事處簽署。買方無須支付任何申請貸款的手續費或法律費用(惟買方須自行支付為證明其現有物業良好業權之補契費用(如有))。如買方就樓價貸款另行自聘律師作為其代表律師，買方須負責其代表律師有關費用及代墊付費用。如現有物業有按揭，買方須自行聘請律師辦理解除按揭手續並支付相關律師費用及代墊付費用。

All legal documents of the Payment Financing shall be prepared by the Vendor's solicitors and signed at the office of the Vendor's solicitors. The Purchaser will not be charged any handling fee or legal fee for processing the loan application (except that the expenses for obtaining any missing title deeds (if any) in order to prove good title of the Existing Property shall be borne by the Purchaser). If the Purchaser shall instruct his/her own solicitors to act for him/her for the Payment Financing, the Purchaser shall bear his/her own solicitors' relevant costs and disbursements. If the Existing Property is mortgaged, the Purchaser shall instruct his/her own solicitors to handle the release of the mortgage and bear his/her own solicitors' relevant costs and disbursements.

- (XIV) 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 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.

- (XV) 買方敬請向指定財務機構查詢有關貸款用途及詳情。貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按買賣合約完成該物業的交易及繳付住宅物業的樓價全數。

The Purchaser is advised to enquire with the designated financing company about the purpose and details of the loan. The approval, disapproval or the approved loan amount of the loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the agreement for sale and purchase.

- (XVI) 此貸款受其他條款及細則約束。

This loan is subject to other terms and conditions.

- (XVII) 賣方均無給予或視之為已給予任何就樓價貸款之批核的陳述或保證。

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

附錄 2(d) 3 年免息貸款計劃
Appendix 2(d) 3 Years Interest-free Loan Plan

- 只適用於在要約表格選擇 3 年免息貸款計劃的買方
only applicable to the Purchaser who selects the 3 Years Interest-free Loan Plan in the Offer From
- 只適用於個人名義買方
only applicable to the Purchaser who is an individual

買方可向賣方的指定財務機構(『指定財務機構』)申請3年免息貸款計劃(『特別貸款』)，主要條款如下：

The Purchaser can apply to the Vendor's designated financing company ("designated financing company") for 3 Years Interest-free Loan Plan ("Special Loan"). Key terms are as follows:

- (I) 買方必須於付清樓價餘額之日前最少60日以書面向指定財務機構申請特別貸款。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 the Special Loan not less than 60 days before date of settlement of the balance of the purchase price. Late loan applications will not be processed by the designated financing company.
- (II) 特別貸款必須以該物業之第一法定按揭作為抵押。
The Special Loan shall be secured by a first legal mortgage over the Property.
- (III) 該物業只可供買方自住。
The Property shall only be self-occupied by the Purchaser.
- (IV) 擔保人(如有)必須為買方的指定親屬(即配偶、父母、子女、兄弟或姊妹)或買方其中一位的指定親屬或指定財務機構所接受的其他人士。
The guarantor (if any) must be a designated relative (i.e. spouse, parents, children, brothers or sisters) of the Purchaser or a designated relative of any one of the Purchasers, or other person acceptable to the designated financing company.
- (V) 特別貸款的最高金額為有關付款計劃所述之最高金額。如特別貸款金額為以下列表指明的金額，買方可根據以下列表獲賣方送出特別貸款現金回贈(『特別貸款現金回贈』)。
The maximum amount of Special Loan shall be the maximum amount as mentioned in the relevant payment plan. If the amount of the Special Loan is equal to the amount specified in the table below, the Purchaser shall be entitled to a Special Loan Cash Rebate ("Special Loan Cash Rebate") offered by the Vendor according to the table below.

特別貸款金額 The Amount of Special Loan	特別貸款現金回贈金額 Special Loan Cash Rebate amount
高於淨樓價的70%但不高於淨樓價的75% Higher than 70% of the net purchase price but not higher than 75% of the net purchase price	樓價1% 1% of the purchase price
不高於淨樓價的70% Not higher than 70% of the net purchase price	樓價2% 2% of the purchase price

賣方會於提取特別貸款日後120日內，將特別貸款現金回贈直接存入償還特別貸款的自動轉帳戶口。

The Vendor will directly deposit the Special Loan Cash Rebate to the autopay account of repayment for the Special Loan within 120 days from the drawdown date of the Special Loan.

- (VI) 買方及其擔保人(如有)須提供足夠文件(包括但不限於工作證明、金融資產證明及資金來源證明)證明買方及(如有)其擔保人的金融資產價值(見以下備註)不少於樓價的30%，及其他指定財務機構所需文件，包括但不限於在指定財務機構要求下提供信貸報告及/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，及會因應買方及其擔保人(如有)的信貸審查及評估結果，對貸款金額作出調整。
The Purchaser and his/her guarantor (if any) shall provide sufficient documents (including without limitation, proof of employment, proof of financial assets and proof of source of funds) to prove that the financial assets value (see note below) of the Purchaser and (if any) his/her guarantor(s) shall be at least 30% of the purchase price, and other necessary documents upon request from the designated financing company, including without limitation, credit report and/or banking record. The designated financing company will conduct credit check and assessment on the Purchaser and his/her guarantor (if any), and adjust the loan amount in accordance with the result of credit check and assessment of the Purchaser and his/her guarantor (if any).

備註：『金融資產價值』指在申請特別貸款前 2 個月及簽署臨時買賣合約日前 2 個月的平均金融資產價值，及只計算以下類別金融資產(按個別金融資產情況，指定財務機構可能會調整其計算價值)，不包括已抵押或用作支持任何信貸安排的金融資產：

Note: “The financial assets value” refers to the average financial assets value of the previous 2 months before the application of the Special Loan and the previous 2 months before the date of signing of the preliminary agreement for sale and purchase, and only counts in the following types of financial assets (subject to the status of each financial assets, the designated financing company may adjust the calculated value), excluding the financial assets which have been pledged or applied to support any credit facility:

- 存放於香港持牌銀行的港幣及外幣存款、債券及單位信託基金；及
Hong Kong dollar and foreign currency deposit, bond and unit trust placed in Hong Kong licensed banks; and
- 於香港交易所買賣之證券。
Securities which are traded on Hong Kong Exchange.

儘管符合上述要求，指定財務機構保留權利(i)不接受全部或部份有關金融資產；及(ii)要求買方及(如有)其擔保人提供更多的金融資產證明及資金來源證明。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。

Notwithstanding satisfaction of the above requirements, the designated financing company reserves the right (i) not to accept all or a part of the relevant financial assets; and (ii) request the Purchaser and (if any) his/her guarantor(s) to provide more proof of financial assets and proof of source of funds. The Purchaser and his/her guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

(VII) 買方須提供足夠文件證明其還款能力(包括每月供款及到期還款)。

The Purchaser is required to provide sufficient documents to prove his/her repayment ability (including monthly instalments and the repayment on maturity).

(VIII) 特別貸款申請須由指定財務機構獨立審批。

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

(IX) 特別貸款必須一次過全部提取，並只可用於繳付樓價餘額。

The Special Loan shall be fully drawn in one lump sum and shall only be applied for payment of the balance of purchase price.

(X) 特別貸款的年期最長為3年。

The maximum tenor of the Special Loan shall be 3 years.

(XI) 利率以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.計算，利率浮動，最終利率以指定財務機構審批結果而定。在買方遵守第(III)段所述的要求的前提下，如買方按第(XII)段所述的方式準時償還特別貸款或提前全數償還特別貸款餘款而且已準時償還之前的每期供款，將獲豁免貸款利息。

Interest rate shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company. **Subject to the Purchaser complying with the requirement as mentioned in paragraph (III), if the Purchaser duly repays the Special Loan according to the manner as mentioned in paragraph (XII) or early fully repays the balance of the Special Loan and having paid each prior instalment on time, then interest on the Special Loan will be waived.**

(XII) 買方須以以下方式償還特別貸款：

The Purchaser shall repay the Special Loan in the following manner:-

- (i) 每月償還相當於樓價0.5%的本金金額；及
monthly repay the principal of an amount equivalent to 0.5% of the purchase price; and
- (ii) 於到期日，全數償還特別貸款餘款及(如有)利息。
fully repay the balance of the Special Loan and (if any) interest on the maturity date.

(XIII) 如買方提前全數償還特別貸款餘款，而且準時償還每期供款，買方可獲賣方送出以下列表指明的提前償還現金回贈(『**提前償還現金回贈**』)。如訂明的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)，則該日定為下一個工作日。

If the Purchaser early and fully repays the balance of the Special Loan and repay each instalment on time, the Purchaser shall be entitled to the Early Repayment Cash Rebate (“**Early Repayment Cash Rebate**”) offered by the Vendor according to the table below. If the last day of the period 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.

全數償還特別貸款餘款日期 Date of Full Repayment of the Special Loan	提前償還現金回贈金額 Early Repayment Cash Rebate amount
首 12 個月內 Within the first 12 months	樓價 2% 2% of the purchase price
第 13 至 24 個月內 Within the 13th to 24th month	樓價 1% 1% of the purchase price

賣方會將提前償還現金回贈直接用於償還特別貸款餘款。

The Early Repayment Cash Rebate will be applied by the Vendor for settlement of the balance of the Special Loan directly.

- (XIV) 買方可向指定財務機構申請附錄2(e)所述的延續貸款，於特別貸款到期日用以償還特別貸款。延續貸款的最高金額為特別貸款的到期日須償還的餘款減去樓價的10%及(如有)提前償還現金回贈。指定財務機構會因應買方及其擔保人(如有)的信貸評估結果，對貸款金額作出調整。詳情請參閱附錄2(e)。

The Purchaser may apply to the designated financing company for the Extended Loan as set out in Appendix 2(e) for repayment of the Special Loan upon the maturity date of the Special Loan. The maximum amount of the Extended Loan shall be the balance of the Special Loan repayable on the maturity date of the Special Loan less 10% of the purchase price and (if any) the Early Repayment Cash Rebate. The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her guarantor (if any). Please see Appendix 2(e) for details.

- (XV) 所有特別貸款的法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關特別貸款的律師費用及代墊付費用。

All legal documents of the Special Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her own solicitors to act for him/her, and in such event, the Purchaser shall also bear his/her own solicitors' costs and disbursements relating to the Special Loan.

- (XVI) 買方須就申請特別貸款支付港幣\$10,000不可退還的申請手續費。

The Purchaser shall pay HK\$10,000 being the non-refundable application fee for the Special Loan.

- (XVII) 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 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.

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

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

- (XIX) 此貸款受其他條款及細則約束。

This loan is subject to other terms and conditions.

- (XX) 賣方無給予或視之為已給予任何就特別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 Special Loan.

附錄 2(e) 延續貸款
Appendix 2(e) Extended Loan

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

- (I) 買方必須於有關貸款(指附錄2(c) 所述之King's Key 120 Plus或附錄2(d) 所述之3年免息貸款計劃)的到期日前最少60日以書面方式向指定財務機構申請延續貸款(『延續貸款』)。指定財務機構將不會處理逾期貸款申請。
The Purchaser shall make a written application to the designated financing company for the Extended Loan ("Extended Loan") not less than 60 days before the maturity date of the relevant loan (refer to King's Key 120 Plus as set out in Appendix 2(c) or the 3 Years Interest-free Loan Plan as set out in Appendix 2(d)). Late loan applications will not be processed by the designated financing company.
- (II) 延續貸款的最高金額請參閱有關貸款的附錄。
The maximum amount of the Extended Loan shall be as mentioned in the appendix of the relevant loan.
- (III) 延續貸款必須以有關貸款的附錄所述之第一法定按揭作為抵押。
The Extended Loan shall be secured by the first legal mortgage(s) as mentioned in the appendix of the relevant loan.
- (IV) 該物業只可供買方自住。
The Property shall only be self-occupied by the Purchaser.
- (V) 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。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 guarantor (if any) shall provide sufficient documents to prove his/her repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note 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 on the Purchaser and his/her guarantor (if any). The Purchaser and his/her guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.
- (VI) 延續貸款申請須由指定財務機構獨立審批。
The Extended Loan shall be approved by the designated financing company independently.
- (VII) 延續貸款必須一次過全部提取，並只可用於償還有關貸款餘款。
The Extended Loan shall be fully drawn in one lump sum and shall only be applied for repayment of the balance of the relevant loan.
- (VIII) 延續貸款年期最長為20年。
The maximum tenor of the Extended Loan shall be 20 years.
- (IX) 利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率加1% p.a.，利率浮動。最終利率以指定財務機構審批結果而定。
Interest rate shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
- (X) 買方須以按月分期償還延續貸款。
The Purchaser shall repay the Extended Loan by monthly instalments.
- (XI) 所有延續貸款的法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關延續貸款的律師費用及代墊付費用。
All legal documents of the Extended Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her own solicitors to act for him/her, and in such event, the Purchaser shall also bear his/her own solicitors' costs and disbursements relating to the Extended Loan.
- (XII) 買方須就申請延續貸款支付港幣\$5,000不可退還的申請手續費。
The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Extended Loan.
- (XIII) 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 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.

- (XIV) 買方敬請向指定財務機構查詢有關延續貸款用途及詳情。延續貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。

The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Extended Loan. The approval or disapproval and the approved loan amount of the Extended Loan and the terms thereof are subject to the final decision of the designated financing company.

- (XV) 延續貸款受其他條款及細則約束。

The Extended Loan is subject to other terms and conditions.

- (XVI) 賣方無給予或視之為已給予任何就延續貸款之安排及批核的陳述或保證。

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