

## **TENDER DOCUMENT**

### **INVITATION FOR PURCHASE OF PROPERTY BY WAY OF PUBLIC TENDER**

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Tenders are invited for the purchase of the properties in

#### **MOUNT REGALIA**

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for MOUNT REGALIA from time to time (as the same may be revised by the Vendor from time to time), unless previously withdrawn or sold)

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

**Vendor:** **Eminent Gold Investments Limited**  
20th Floor, 68 Yee Wo Street, Causeway Bay, Hong Kong

**Vendor’s solicitors:** **Johnson Stokes & Master**  
16<sup>th</sup> – 18<sup>th</sup> Floor, Prince’s Building, 10 Chater Road, Hong Kong

**Iu, Lai & Li**  
Rooms 2201, 2201A & 2202, 22nd Floor, Tower I, Admiralty Centre, No. 18  
Harcourt Road, Hong Kong

**Vendor’s agent:** **Regal Estate Agents Limited**  
20th Floor, 68 Yee Wo Street, Causeway Bay, Hong Kong  
Enquiry Hotline: 2320 6133

## 招標文件

### 公開招標承投購買物業

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現招標承投購買以下發展項目之物業

#### 富豪·山峯

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

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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「富豪·山峯」，放入位於售樓處(定義見招標公告)擺放的標示為「富豪·山峯公開招標」的投標箱內。

賣方：**Eminent Gold Investments Limited**  
香港銅鑼灣怡和街 68 號 20 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 18 樓

**姚黎李律師行**  
香港金鐘夏慤道十八號海富中心一座二十二樓 2201 室，2201A 室及 2202 室

賣方代理人：**富豪物業代理有限公司**  
香港銅鑼灣怡和街 68 號 20 樓  
查詢熱線：2320 6133

## **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:

<b>“Acceptance Period”</b>	means the period between the commencement date of submission of tender and the date which is the fourteenth working day after the closing of tender (both dates inclusive);
<b>“Agreement”</b>	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;
<b>“Conditions of Sale”</b>	means the Conditions of Sale set out in Part 2 of this Tender Document;
<b>“Development”</b>	means MOUNT REGALIA ;
<b>“Letter of Acceptance”</b>	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice;
<b>“Offer Form”</b>	means the Offer Form set out in Part 3 of this Tender Document;
<b>“this Preliminary Agreement”</b>	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;
<b>“Property”</b>	means, if and when this Tender Document is accepted by the Vendor, the Tendered Property;
<b>“Property for Tender”</b>	means all or any of the properties offered for sale by tender as set out in the Sales Arrangements;
<b>“Purchase Price”</b>	means, if and when this Tender Document is accepted by the Vendor, the Tender Price;
<b>“Purchaser”</b>	means the successful Tenderer whose tender in respect of the Tendered Property is accepted by the Vendor;
<b>“Sales Arrangements”</b>	means any of the Information on Sales Arrangements issued by the Vendor for MOUNT REGALIA from time to time (as the same may be revised by the Vendor from time to time);
<b>“Sales Office”</b>	20th Floor, 68 Yee Wo Street, Causeway Bay, Hong Kong;
<b>“Tender Closing Date”</b>	means, in respect of each Property for Tender, the tender commencement date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;
<b>“Tender Commencement Date”</b>	means, in respect of each Property for Tender, the tender closing date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;
<b>“Tender Document”</b>	means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Annex);
<b>“Tender Notice”</b>	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 Eminent Gold Investments 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"> <li>• Johnson Stokes &amp; Master</li> <li>• Iu, Lai &amp; Li</li> </ul>

## 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 following:-
- (a) The Vendor’s solicitors do not act for any Tenderer in the process of this tender and/or the purchase of the Property.
  - (b) Each tenderer should instruct an independent firm of solicitors to for them in the process of this tender.
  - (c) **The successful tenderer shall instruct an independent firm of solicitors to act for him in the purchase of the Property.**
- 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

“Johnson Stokes & Master”, provided that HK\$500,000 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) Acknowledgement Letter Regarding Stamp Duty
- (4) Vendor’s Information Form
- (5) Personal Information Collection Statement
- (6) Acknowledgement Letter Regarding Operation of Gondola
- (7) (If applicable) Acknowledgement Letter regarding common areas within flat roof and/or garden
- (8) Acknowledgement Letter regarding Tree Compensation Plan
- (9) Acknowledgement Letter regarding modification to Land Grant
- (10) Acknowledgement Letter regarding Free Furniture Offer
- (11) Acknowledgement Letter regarding “Rental Rebate” (if applicable)

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

(c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope “**MOUNT REGALIA**”; and

(d) placed in the Tender Box labelled “**Public Tender For MOUNT REGALIA**” placed at the Sales Office during the Tender Period.

2.8 In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced or is still in effect after 11:00 a.m. on the Tender Closing Date, the closing date and time of the tender will be extended to 11:00 a.m. to 12:00 noon on the next day and in respect of which no black rainstorm warning signal or typhoon signal no.8 or above is announced.

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 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, 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, Regal Estate Agents Limited (Enquiry Hotline: 2320 6133).
- 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 14 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」	指富豪·山峯；
「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；
「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」	指銷售安排內列出的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富豪·山峯的銷售安排資料(及賣方不時對其作出修改的銷售安排資料)；
「售樓處」	指香港銅鑼灣怡和街 68 號 20 樓；
「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 Eminent Gold Investments Limited；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"> <li>• 孖士打律師行</li> <li>• 姚黎李律師行</li> </ul>

## 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 投標者須注意以下事項：
- (a) 賣方律師在本招標過程及/或該物業之買入過程中不代表任何投標者。
- (b) 各投標者應聘用獨立律師代表其在本投標過程行事。
- (c) 中標者須另聘獨立律師代表其買入該物業。
- 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 500,000 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) 關於印花稅的確認書
- (4) 賣方資料表格
- (5) 個人資料收集聲明
- (6) 關於吊船操作的確認函
- (7) (如適用)關於平台及/或花園內的公用地方的確認函
- (8) 關於樹木補償方案的確認函
- (9) 關於修改批地文件的確認函
- (10) 關於送贈家具優惠的確認函
- (11) 關於「租金回贈」確認書(如適用)

請不要於第(iv)分段所述的任何文件內填上日期。

- (c) 放入普通信封內，信封面上書明賣方收啓，並清楚註明「**富豪·山峯**」；及
- (d) 於招標期間放入位於售樓處擺放的標示為「**富豪·山峯公開招標**」的投標箱內。
- 2.8 如在招標截止日期上午 11 時正後發出黑色暴雨警告或八號或以上颱風信號或該警告或信號仍然生效，截標日期及時間將延至下一日的上午 11 時正至中午 12 時正（而當天亦沒有黑色暴雨警告或八號或以上颱風信號發出）。
- 2.9 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의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，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富豪物業代理有限公司(查詢熱線: 2320 6133)。
- 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. 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.
2. 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.
3. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholders.
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; and
  - (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 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.
8. 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.
9. The measurements of the Property are as follows — (for residential property of the Property) see “Measurements of the Tendered Property” of the Tender Document; (for Residential Parking Space(s) of the Property) 12.5 square metres each; (for Motor Cycle Parking Space(s) of the Property) 2.5 square metres each.
10. The sale and purchase of the Property includes the fittings, finishes and appliances as follows — (for residential property of the Property) see Schedule to the Conditions of Sale; (for Residential Parking Space(s) and Motor Cycle Parking Space(s) of the Property) Nil.
11. 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.

12. The Purchaser acknowledges receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 13 and fully understands its contents.
13. For the purposes of clause 12, 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。
14. 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.
15. It is hereby agreed and declared that this Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.
16. 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.

17. The Property is sold on “as is” basis. 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.
18.
  - (a) The Purchaser shall instruct his own solicitors to act for him in respect of the purchase of the Property and each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment.
  - (b) All legal costs and disbursements of the Purchaser’s solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement, Mortgage and Assignment shall be borne and paid by the Purchaser.
  - (c) All stamp duty (including without limitation any ad valorem 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.
  - (d) All plan fees, the costs of certified copies of the relevant title deeds including plan fees for such certified copies, search fees, registration fees and other disbursements shall be borne by the Purchaser. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any mortgage of the Property.
19. 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.
20. This Preliminary Agreement is a binding agreement. The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price and on the terms set out in this Preliminary Agreement. Save and except the preliminary deposit, all deposit(s) and balance of purchase price shall be made by cashier orders drawn in favour of the Vendor’s solicitors. The Purchaser shall pay the Purchase Price pursuant to the terms and conditions herein. All payments of the purchase price shall be paid at or before 4:30p.m. Mondays to Fridays.
21. The sale and purchase shall be completed at the offices 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) on completion date.
22. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
23. Time is of the essence of this Preliminary Agreement.
24. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
25. If the Property under this Preliminary Agreement consists of a residential property as well as any Residential Parking Space(s) or Motor Cycle Parking Space(s), such Property shall be covered by one single formal agreement for sale and purchase and one single subsequent assignment.
26. The Land Grant stipulates that the Residential Parking Spaces and the Motor Cycle Parking Spaces shall not be assigned except (i) together with a residential property of the Development; or to a person who is already an owner of a residential property of the Development; or underlet except to residents of the residential property of the Development. Provided that in any event not more than 3 in number of the total of the Residential Parking Spaces and the Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential property of the Development.
27.
  - (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.

28. In the event of any discrepancy between the English and Chinese versions of the Preliminary Agreement, the English version shall prevail.

## 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。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。
2. 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。
3. 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。
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)同時交付就正式合約應付之所有印花稅。
8. 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。
9. 該物業的量度尺寸如下——(就該物業的住宅物業而言)見招標文件的《投標物業的量度尺寸》；(就該物業的住宅停車位而言) 每個 12.5 平方米；(就該物業的電單車停車位而言) 每個 2.5 平方米。
10. 該物業的買賣包括的裝置、裝修物料及設備如下——(就該物業的住宅物業而言)見出售條款的附表；(就該物業的住宅停車位及電單車停車位而言)沒有。
11. 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。
12. 買方確認已收到第 13 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。
13. 就上述第 12 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.
14. 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，包括但不限于任何佣金、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。
15. 現同意並聲明本臨時合約只適用於買方個人，買方無權要求賣方與其他人士簽署正式買賣合約，亦無權將本臨時合約權益轉讓給第三者。
16. 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。
17. 本物業以現狀形式出售。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。
18. (a) 買方須另聘律師代表其買入該物業，而買賣雙方須各自支付其在有關正式合約及其後之轉讓契之法律費用。
- (b) 買方律師有關處理、完成、釐印及登記給予買方的正式合約、按揭契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。
- (c) 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及附加印花稅)，一概由買方負責支付。

- (d) 一切圖則費用、有關業權之契約之認證副本包括圖則之費用、查冊費、註冊費及其他支出款項均須由買方承擔。一切有關本物業按揭之法律費用及其他支出，均由買方負責。
19. 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。
20. 此臨時合約是有約束力的合約，賣方必須按此臨時合約列出之條款出售本物業，買方亦必須按該等條款購買本物業。除臨時訂金外，所有訂金及售價餘額必須以抬頭寫賣方之代表律師的銀行本票繳付。買方必須根據本臨時合約之條款及條件繳付售價。所有售價付款均須在星期一至五下午 4:30 前繳付。
21. 於成交日，買賣須於辦公時間(即指由上午 10 時起至同日下午 4:30 為止期間)內，在賣方律師的辦事處完成。
22. 本物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。
23. 本臨時合約所規定之期限均須嚴格遵守。
24. 買方之通訊地址及電話號碼如有任何更改，須以書面通知賣方。
25. 如本臨時合約下的本物業包括住宅物業也同時包括任何住宅停車位或電單車停車位，該物業必須由單一份正式合約及其後單一份轉讓契涵蓋。
26. 根據批地文件規定，住宅停車位及電單車停車位只可連發展項目的住宅物業的業權一起轉讓予他人，或只可轉讓予已經擁有發展項目的住宅物業的業權的人士；或只可出租予發展項目的住戶；無論在任何情況下，均不能將多於 3 個住宅停車位及電單車停車位轉讓或出租予任何一個發展項目的住宅物業的業主或住客。
27. (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。
28. 倘若本臨時合約中英文文本有差異，以英文文本為準。

**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**

Please refer to the sales brochure for the Fittings, Finishes and Appliances of the residential property of the Property and a copy of the Fittings, Finishes and Appliances of the residential property of the Property will be returned with the Letter of Acceptance to the Purchaser.

有關該物業的住宅物業裝置、裝修物料及設備的詳細資訊，請參閱售樓說明書。有關該物業的住宅物業的裝置、裝修物料及設備的副本會連同接納書一同發還予買方。

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

## PART 3: OFFER FORM

*(To be completed by the Tenderer)*

To: **The Vendor**

1. Offer

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

2. Binding agreement if offer is accepted

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

3. Address for receipt of Letter of Acceptance

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

4. Declarations, representations and warranties

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

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

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

### Schedule to the Offer Form

(To be completed by the Tenderer)

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

<i>Section 2 – Tendered Property</i>			
House	(House No.)		
Flat	(Tower)	(Floor)	(Flat)
Residential Parking Space (1)	(No.)		
Residential Parking Space (2)	(No.)		

<i>Section 3 - Tender Price</i>			
Tender Price (HK\$)	<p>Note: The consideration of each Residential Parking Space shall be HK\$4,000,000. If the Tendered Property comprises any Residential Parking Space(s), the Tender Price shall be inclusive and deemed to be inclusive of the consideration of the Residential Parking Space(s).</p>		
Cashier order(s)	Amount (HK\$)	Bank	Cashier order no.
Cheque(s)	Amount (HK\$)	Bank	Cheque no.

*Section 4 – Payment plan*

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

If the Tendered Property comprises more than one (1) property, the Tenderer must choose the same payment plan for all the Tendered Property. For details of the gifts, financial advantage or benefits, please refer to Annex 12.

\*

**Sitting Tenant Payment Plan (after 3 years)**

(This payment plan is applicable only to Tenderer who is a sitting tenant of the Tendered Property and who intends to purchase the Tendered Property in pursuance of an option to purchase granted to him/her/it.)

**(I) 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).
- 95% of the Purchase Price being balance of the Purchase Price shall be paid within 60 days after the date of Letter of Acceptance.

**(II) List of gifts, financial advantage or benefits (Please see Annex 12 for details)**

1. "Rental Rebate" Benefit.
2. Free Furniture Offer (applicable to the Purchaser of House 3 only)

\*

**Sitting Tenant Payment Plan (within 2 to 3 years)**

(This payment plan is applicable only to Tenderer who is a sitting tenant of the Tendered Property and who intends to purchase the Tendered Property after 2 years but within 3 years from the commencement date of the term of the Lease.)

**(I) 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).
- 95% of the Purchase Price being balance of the Purchase Price shall be paid within 60 days after the date of Letter of Acceptance.

**(II) List of gifts, financial advantage or benefits (Please see Annex 12 for details)**

1. "Rental Rebate" Benefit.
2. Sitting Tenant Discount.
3. Free Furniture Offer (applicable to the Purchaser of House 3 only)

<input type="checkbox"/>	<p><b>Sitting Tenant Payment Plan (within 1 to 2 years)</b></p> <p>(This payment plan is applicable only to Tenderer who is a sitting tenant of the Tendered Property and who intends to purchase the Tendered Property after 1 year but within 2 years from the commencement date of the term of the Lease.)</p> <p><b><u>(I) Terms of Payment</u></b></p> <ul style="list-style-type: none"> <li>• 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).</li> <li>• 95% of the Purchase Price being balance of the Purchase Price shall be paid within 60 days after the date of Letter of Acceptance.</li> </ul> <p><b><u>(II) List of gifts, financial advantage or benefits (Please see Annex 12 for details)</u></b></p> <ol style="list-style-type: none"> <li>1. "Rental Rebate" Benefit.</li> <li>2. Sitting Tenant Discount.</li> <li>3. Free Furniture Offer (applicable to the Purchaser of House 3 only)</li> </ol>
<input type="checkbox"/>	<p><b>Sitting Tenant Payment Plan (within 1 year)</b></p> <p>(This payment plan is applicable only to Tenderer who is a sitting tenant of the Tendered Property and who intends to purchase the Tendered Property within 1 year from the commencement date of the term of the Lease.)</p> <p><b><u>(I) Terms of Payment</u></b></p> <ul style="list-style-type: none"> <li>• 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).</li> <li>• 95% of the Purchase Price being balance of the Purchase Price shall be paid within 60 days after the date of Letter of Acceptance.</li> </ul> <p><b><u>(II) List of gifts, financial advantage or benefits (Please see Annex 12 for details)</u></b></p> <ol style="list-style-type: none"> <li>1. "Rental Rebate" Benefit.</li> <li>2. Sitting Tenant Discount.</li> <li>3. Free Furniture Offer (applicable to the Purchaser of House 3 only)</li> </ol>

\*

### **Flexible Payment Plan**

#### **(I) 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).
- A further deposit equivalent to \_\_\_\_% of the Purchase Price shall be paid within \_\_\_\_ days after the date of Letter of Acceptance.
- A part payment equivalent to \_\_\_\_% 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.

#### **(II) List of gifts, financial advantage or benefits (Please see Annex 12 for details)**

1. Either :-

- (Applicable if Tenderer has tendered to purchase only one Residential Parking Space)  
Option to purchase one Residential Parking Space; or
- (Applicable if Tenderer has not tendered to purchase any Residential Parking Space)  
Option to purchase two Residential Parking Spaces

For the avoidance of doubt, if the Tenderer has tendered to purchase two Residential Parking Spaces, no option to purchase Residential Parking Space will be offered to the Tenderer.

2. Free Furniture Offer (applicable to the Purchaser of House 3 only).

\*

### **180-day Payment Plan**

#### **(I) 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).
- A further deposit equivalent to 5% of the Purchase Price shall be paid within 30 days after the date of Letter of Acceptance.
- A part payment equivalent to 5% of the Purchase Price shall be paid within 90 days after the date of Letter of Acceptance.
- 85% of the Purchase Price (balance of the Purchase Price) shall be paid within 180 days after the date of the Letter of Acceptance.

#### **(II) List of gifts, financial advantage or benefits (Please see Annex 12 for details)**

1. Either :-

- (Applicable if Tenderer has tendered to purchase only one Residential Parking Space)  
Option to purchase one Residential Parking Space; or
- (Applicable if Tenderer has not tendered to purchase any Residential Parking Space)  
Option to purchase two Residential Parking Spaces

For the avoidance of doubt, if the Tenderer has tendered to purchase two Residential Parking Spaces, no option to purchase Residential Parking Space will be offered to the Tenderer.

2. Free Furniture Offer (applicable to the Purchaser of House 3 only).

\*

### **360-day Payment Plan**

#### **(I) 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).
- A further deposit equivalent to 5% of the Purchase Price shall be paid within 30 days after the date of Letter of Acceptance.
- A part payment equivalent to 5% of the Purchase Price shall be paid within 90 days after the date of Letter of Acceptance.
- A part payment equivalent to 1% of the Purchase Price shall be paid within 180 days after the date of Letter of Acceptance.
- A part payment equivalent to 1% of the Purchase Price shall be paid within 270 days after the date of Letter of Acceptance.
- 83% of the Purchase Price (balance of the Purchase Price) shall be paid within 360 days after the date of the Letter of Acceptance.

#### **(II) List of gifts, financial advantage or benefits (Please see Annex 12 for details)**

1. Early Move-in Benefit
2. Either :-
  - (Applicable if Tenderer has tendered to purchase only one Residential Parking Space)  
Option to purchase one Residential Parking Space; or
  - (Applicable if Tenderer has not tendered to purchase any Residential Parking Space)  
Option to purchase two Residential Parking Spaces

For the avoidance of doubt, if the Tenderer has tendered to purchase two Residential Parking Spaces, no option to purchase Residential Parking Space will be offered to the Tenderer.
3. Free Furniture Offer (applicable to the Purchaser of House 3 only).

#### **Remarks:**

1. If after the Vendor has accepted the tender of the Tenderer, the Tenderer wishes to change the payment plan and select 30-day Payment Plan, subject to the payment of relevant administrative fee to the Vendor and having obtained the Vendor's consent, the Purchase Price shall be adjusted downward by an amount equivalent to 3% of the Purchase Price (which shall be rounded up to the nearest dollar), and the Tenderer shall also enter into supplemental agreement and pay the relevant additional stamp duty and legal fees, and comply with the requirements (if any) imposed by the Vendor in its absolute discretion.
2. If after the Vendor has accepted the tender of the Tenderer, the Tenderer wishes to change the payment plan and select 180-day Payment Plan, subject to the payment of relevant administrative fee to the Vendor and having obtained the Vendor's consent, the Purchase Price shall be adjusted downward by an amount equivalent to 2% of the Purchase Price (which shall be rounded up to the nearest dollar), and the Tenderer shall also enter into supplemental agreement and pay the relevant additional stamp duty and legal fees, and comply with the requirements (if any) imposed by the Vendor in its absolute discretion.

\*

## **720-day Payment Plan**

### **(I) 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).
- A further deposit equivalent to \_\_\_\_% of the Purchase Price shall be paid within \_\_\_\_ days after the date of Letter of Acceptance.
- A part payment equivalent to \_\_\_\_% of the Purchase Price shall be paid within \_\_\_\_ days after the date of Letter of Acceptance.
- A part payment equivalent to \_\_\_\_% of the Purchase Price shall be paid within \_\_\_\_ days after the date of Letter of Acceptance.
- A part payment equivalent to \_\_\_\_% of the Purchase Price shall be paid within \_\_\_\_ days after the date of Letter of Acceptance.
- A part payment equivalent to \_\_\_\_% of the Purchase Price shall be paid within \_\_\_\_ days after the date of Letter of Acceptance.
- A part payment equivalent to \_\_\_\_% of the Purchase Price shall be paid within \_\_\_\_ days after the date of Letter of Acceptance.
- A part payment equivalent to \_\_\_\_% of the Purchase Price shall be paid within \_\_\_\_ days after the date of Letter of Acceptance.
- A part payment equivalent to \_\_\_\_% 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 720 days after the date of the Letter of Acceptance.

### **(II) List of gifts, financial advantage or benefits (Please see Annex 12 for details)**

1. Early Move-in Benefit
2. Either :-
  - (Applicable if Tenderer has tendered to purchase only one Residential Parking Space)  
Option to purchase one Residential Parking Space; or
  - (Applicable if Tenderer has not tendered to purchase any Residential Parking Space)  
Option to purchase two Residential Parking Spaces

For the avoidance of doubt, if the Tenderer has tendered to purchase two Residential Parking Spaces, no option to purchase Residential Parking Space will be offered to the Tenderer.
3. Free Furniture Offer (applicable to the Purchaser of House 3 only).

#### **Remarks:**

1. If after the Vendor has accepted the tender of the Tenderer, the Tenderer wishes to change the payment plan and select 180-day Payment Plan, subject to the payment of relevant administrative fee to the Vendor and having obtained the Vendor's consent, the Purchase Price shall be adjusted downward by an amount equivalent to 6% of the Purchase Price (which shall be rounded up to the nearest dollar), and the Tenderer shall also enter into supplemental agreement and pay the relevant additional stamp duty and legal fees, and

	<p>comply with the requirements (if any) imposed by the Vendor in its absolute discretion.</p> <p>2. If after the Vendor has accepted the tender of the Tenderer, the Tenderer wishes to change the payment plan and select 360-day Payment Plan, subject to the payment of relevant administrative fee to the Vendor and having obtained the Vendor's consent, the Purchase Price shall be adjusted downward by an amount equivalent to 4% of the Purchase Price (which shall be rounded up to the nearest dollar), and the Tenderer shall also enter into supplemental agreement and pay the relevant additional stamp duty and legal fees, and comply with the requirements (if any) imposed by the Vendor in its absolute discretion.</p>
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*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 undertakings 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)  Acknowledgement Letter Regarding Stamp Duty (undated)
  - (4)  Vendor's Information Form (undated)
  - (5)  Personal Information Collection Statement (undated)
  - (6)  Acknowledgement Letter Regarding Operation of Gondola (undated)
  - (7)  (If applicable) Acknowledgement Letter regarding common areas within flat roof and/or garden (undated)
  - (8)  Acknowledgement Letter regarding Tree Compensation Plan (undated)
  - (9)  Acknowledgement Letter regarding modification to Land Grant (undated)
  - (10)  (If applicable) Acknowledgement Letter regarding Free Furniture Offer (undated)
  - (11)  (if applicable) Acknowledgement Letter Regarding "Rental Rebate" (undated)

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

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

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

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 Development until my/our completion of the purchase of the Tendered Property.

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.		

**Section 10 - Signature of the Tenderer and witness**

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

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

Signed by the Tenderer:	Witnessed by:
X	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投標價購買該投標物業，並受本招標文件及出售條款的條款及細則所約束。

2. 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. 收取接納書的地址

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納書及退回銀行本票及／或支票的地址。接納書在投郵後的第 2 個工作日視為已經正式收到。

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

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

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			
洋房	(洋房號碼)		
單位	(座號)	(樓層)	(單位)
住宅停車位(1)	(號碼)		
住宅停車位(2)	(號碼)		

第3節 – 投標價			
投標價 (HK\$)	<p>注：每個住宅停車位的售價為港幣 4,000,000 元。如投標物業包括任何住宅停車位，投標價須包括及被視為已包括住宅停車位的售價。</p>		
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**

投標者須選擇下列其中一種付款計劃。(\*請只剔一種付款計劃)

如投標物業有多於一個物業，投標者須就全部投標物業選擇相同的付款計劃。有關贈品、財務優惠或利益的詳情，請參閱附件 11。

\*

**現有租客付款計劃 (3 年後)**

(此付款計劃只適用於是投標物業的現有租客的投標者，及該投標者意欲根據已授予該投標者的認購權購買該投標物業。)

**(I) 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
- 樓價 95%(樓價餘額)於接納書的日期後 60 日內繳付。

**(II) 贈品、財務優惠或利益的列表 (請參閱附件 12)**

1. 「租金回贈」優惠。
2. 送贈家具優惠(只適用於洋房 3 號之買方)。

\*

**現有租客付款計劃 (2 年至 3 年內)**

(此付款計劃只適用於是投標物業的現有租客的投標者，及該投標者意欲於租約的租期起始日起計 2 年後但 3 年內購買該投標物業。)

**(I) 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
- 樓價 95%(樓價餘額)於接納書的日期後 60 日內繳付。

**(II) 贈品、財務優惠或利益的列表 (請參閱附件 12)**

1. 「租金回贈」優惠。
2. 現有租客折扣。
3. 送贈家具優惠(只適用於洋房 3 號之買方)。

* <input type="checkbox"/>	<p><b>現有租客付款計劃 (1 年至 2 年內)</b></p> <p>(此付款計劃只適用於是投標物業的現有租客的投標者，及該投標者意欲於租約的租期起始日起計 1 年後但 2 年內購買該投標物業。)</p> <p><b><u>(I) 支付條款</u></b></p> <ul style="list-style-type: none"> <li>• 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</li> <li>• 樓價 95%(樓價餘額)於接納書的日期後 60 日內繳付。</li> </ul> <p><b><u>(II) 贈品、財務優惠或利益的列表 (請參閱附件 12)</u></b></p> <ol style="list-style-type: none"> <li>1. 「租金回贈」優惠。</li> <li>2. 現有租客折扣。</li> <li>3. 送贈家具優惠(只適用洋房 3 號之買方)。</li> </ol>
* <input type="checkbox"/>	<p><b>現有租客付款計劃 (1 年內)</b></p> <p>(此付款計劃只適用於是投標物業的現有租客的投標者，及該投標者意欲於租約的租期起始日起計 1 年內購買該投標物業。)</p> <p><b><u>(I) 支付條款</u></b></p> <ul style="list-style-type: none"> <li>• 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</li> <li>• 樓價 95%(樓價餘額)於接納書的日期後 60 日內繳付。</li> </ul> <p><b><u>(II) 贈品、財務優惠或利益的列表 (請參閱附件 12)</u></b></p> <ol style="list-style-type: none"> <li>1. 「租金回贈」優惠。</li> <li>2. 現有租客折扣。</li> <li>3. 送贈家具優惠(只適用洋房 3 號之買方)。</li> </ol>

\*

**靈活付款計劃**

**(I) 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。
- 加付訂金即樓價\_\_\_\_% 於接納書的日期後\_\_\_\_日內繳付。
- 相等於樓價\_\_\_\_% 的部份樓價於接納書的日期後\_\_\_\_日內繳付。
- 樓價\_\_\_\_%(樓價餘額)於接納書的日期後\_\_\_\_日內繳付。

**(II) 贈品、財務優惠或利益的列表 (請參閱附件 12)**

1. 兩者選其一：

- (適用於如投標者已投標購買一個住宅停車位)認購一個住宅停車位的權利；或
- (適用於如投標者沒有投標購買兩個住宅停車位)認購兩個住宅停車位的權利

為免疑問，如投標者已投標購買兩個住宅停車位，投標者不會獲認購住宅停車位的權利。

2. 送贈家具優惠(只適用於洋房 3 號之買方)。

\*

**180 日付款計劃**

**(I) 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
- 加付訂金即樓價 5%於接納書的日期後 30 日內繳付。
- 相等於樓價 5%的部份樓價於接納書的日期後 90 日內繳付。
- 樓價 85%(樓價餘額)於接納書的日期後 180 日內繳付。

**(II) 贈品、財務優惠或利益的列表 (請參閱附件 12)**

1. 兩者選其一：

- (適用於如投標者已投標購買一個住宅停車位)認購一個住宅停車位的權利；或
- (適用於如投標者沒有投標購買兩個住宅停車位)認購兩個住宅停車位的權利

為免疑問，如投標者已投標購買兩個住宅停車位，投標者不會獲認購住宅停車位的權利。

2. 送贈家具優惠(只適用於洋房 3 號之買方)。

\*□

### 360 日付款計劃

#### (I) 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
- 加付訂金即樓價 5%於接納書的日期後 30 日內繳付。
- 相等於樓價 5%的部份樓價於接納書的日期後 90 日內繳付。
- 相等於樓價 1%的部份樓價於接納書的日期後 180 日內繳付。
- 相等於樓價 1%的部份樓價於接納書的日期後 270 日內繳付。
- 樓價 83%(樓價餘額)於接納書的日期後 360 日內繳付。

#### (II) 贈品、財務優惠或利益的列表 (請參閱附件 12)

1. 提前入住優惠
2. 兩者選其一：
  - (適用於如投標者已投標購買一個住宅停車位)認購一個住戶停車位的權利；或
  - (適用於如投標者沒有投標購買兩個住宅停車位)認購兩個住戶停車位的權利為免疑問，如投標者已投標購買兩個住宅停車位，投標者不會獲認購住宅停車位的權利。
3. 送贈家具優惠(只適用於洋房 3 號之買方)。

#### 備註：

1. 如投標者於賣方接納其投標書後意欲更改付款計劃並選擇 30 日付款計劃，在向賣方支付相關手續費後及得到賣方同意的前提下，樓價須向下調整，金額相等於樓價的 3% (將進位至最接近的整數港元)，投標者亦須簽署補充協議及支付相關附加印花稅及律師費用，以及遵守賣方以其唯一酌情權決定附加的其他要求(如有)。
2. 如投標者於賣方接納其投標書後意欲更改付款計劃並選擇 180 日付款計劃，在向賣方支付相關手續費後及得到賣方同意的前提下，樓價須向下調整，金額相等於樓價的 2% (將進位至最接近的整數港元)，投標者亦須簽署補充協議及支付相關附加印花稅及律師費用，以及遵守賣方以其唯一酌情權決定附加的其他要求(如有)。

\*□

## 720 日付款計劃

### (I) 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
- 加付訂金即樓價\_\_\_\_%於接納書的日期後\_\_\_\_日內繳付。
- 相等於樓價\_\_\_\_%的部份樓價於接納書的日期後\_\_\_\_日內繳付。
- 相等於樓價\_\_\_\_%的部份樓價於接納書的日期後\_\_\_\_日內繳付。
- 相等於樓價\_\_\_\_%的部份樓價於接納書的日期後\_\_\_\_日內繳付。
- 相等於樓價\_\_\_\_%的部份樓價於接納書的日期後\_\_\_\_日內繳付。
- 相等於樓價\_\_\_\_%的部份樓價於接納書的日期後\_\_\_\_日內繳付。
- 相等於樓價\_\_\_\_%的部份樓價於接納書的日期後\_\_\_\_日內繳付。
- 相等於樓價\_\_\_\_%的部份樓價於接納書的日期後\_\_\_\_日內繳付。
- 樓價\_\_\_\_%(樓價餘額)於接納書的日期後 720 日內繳付。

### (II) 贈品、財務優惠或利益的列表 (請參閱附件 12)

1. 提前入住優惠
2. 兩者選其一：
  - (適用於如投標者已投標購買一個住宅停車位)認購一個住戶停車位的權利；或
  - (適用於如投標者沒有投標購買兩個住宅停車位)認購兩個住戶停車位的權利

為免疑問，如投標者已投標購買兩個住宅停車位，投標者不會獲認購住宅停車位的權利。
3. 送贈家具優惠(只適用於洋房 3 號之買方)。

#### 備註：

1. 如投標者於賣方接納其投標書後意欲更改付款計劃並選擇 180 日付款計劃，在向賣方支付相關手續費後及得到賣方同意的前提下，樓價須向下調整，金額相等於樓價的 6% (將進位至最接近的整數港元)，投標者亦須簽署補充協議及支付相關附加印花稅及律師費用，以及遵守賣方以其唯一酌情權決定附加的其他要求(如有)。
2. 如投標者於賣方接納其投標書後意欲更改付款計劃並選擇 360 日付款計劃，在向賣方支付相關手續費後及得到賣方同意的前提下，樓價須向下調整，金額相等於樓價的 4% (將進位至最接近的整數港元)，投標者亦須簽署補充協議及支付相關附加印花稅及律師費用，以及遵守賣方以其唯一酌情權決定附加的其他要求(如有)。

**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)  關於印花稅的確認書(未有填上日期)
  - (4)  賣方資料表格(未有填上日期)
  - (5)  個人資料收集聲明(未有填上日期)
  - (6)  關於吊船操作的確認函(未有填上日期)
  - (7)  (如適用)關於平台及/或花園內的公用地方的確認函(未有填上日期)
  - (8)  關於樹木補償方案的確認函(未有填上日期)
  - (9)  關於修改批地文件的確認函(未有填上日期)
  - (10)  (如適用)關於送贈家具優惠的確認函(未有填上日期)
  - (11)  (如適用)關於「租金回贈」確認書(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以供本人／我們參觀，而本人／我們亦已參觀該投標物業。
- †□ 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，而賣方已開放該投標物業以供本人／我們參觀，但本人／我們決定不參觀該投標物業。

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／將會繼續開放予該發展項目之準買方參觀直至本人／我們完成購買該投標物業。

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.		



## 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. 關於印花稅的確認書 #  
Acknowledgement Letter Regarding Stamp Duty #
4. 賣方資料表格 #  
Vendor's Information Form #
5. 個人資料收集聲明 #  
Personal Information Collection Statement #
6. 關於吊船操作的確認函 #  
(If applicable) Acknowledgement Letter Regarding Operation of Gondola #
7. (如適用)關於平台及/或花園內的公用地方的確認函 #  
(If applicable) Acknowledgement Letter regarding common areas within flat roof and/or garden #
8. 關於樹木補償方案的確認函 #  
Acknowledgement Letter regarding Tree Compensation Plan #
9. 關於修改批地文件的確認函 #  
Acknowledgement Letter regarding modification to Land Grant #
10. (如適用)關於送贈家具優惠的確認函 #  
(If applicable) Acknowledgement Letter regarding Free Furniture Offer #
11. (如適用)關於「租金回贈」確認書#  
(If applicable) Acknowledgement Letter Regarding “Rental Rebate”#
12. 贈品、財務優惠或利益的列表  
List of gift, or financial advantage or benefit
13. 律師收費表(附印花稅計算方法)  
Schedule for Legal Fee(s) (with stamp duty calculation)

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

Vendor 賣方	Eminent Gold Investments Limited			
Development 發展項目	MOUNT REGALIA, No.23 Lai Ping Road, Sha Tin, New Territories 新界沙田麗坪路 23 號富豪·山峯			
Property 該物業	House No. 洋房號碼	Tower 座號	Floor 樓層	Flat 單位
Purchaser(s) 買方				
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記證號碼				
Date 日期				

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<br>the saleable area of the Property is                             | 平方米/<br>square<br>metres/<br>_____<br>平方米/<br>square<br>metres/<br>_____<br>平方米/<br>square<br>metres/<br>_____<br>平方米/<br>square<br>metres/<br>_____ | 平方呎，其中—<br>square feet of which—<br>_____<br>平方呎為露台的樓面面積；<br>square feet is the floor area of the balcony;<br>_____<br>平方呎為工作平台的樓面面積；及<br>square feet is the floor area of the utility platform;<br>and<br>_____ |
| (b) 其他量度尺寸為—<br>other measurements are—<br>平台的面積為<br>the area of the flat roof is | 平方米/<br>square<br>metres/<br>_____<br>平方米/<br>square<br>metres/<br>_____<br>平方米/<br>square<br>metres/<br>_____<br>平方米/<br>square<br>metres/<br>_____ | 平方呎；<br>square feet;<br>_____<br>平方呎；<br>square feet;<br>_____<br>平方呎；<br>square feet;<br>_____<br>平方呎。<br>square feet.<br>_____   |
| 花園的面積為<br>the area of the garden is   | 平方米/<br>square<br>metres/<br>_____   | 平方呎；<br>square feet;<br>_____  |
| 天台的面積為<br>the area of the roof is   | 平方米/<br>square<br>metres/<br>_____   | 平方呎；<br>square feet;<br>_____  |
| 梯屋的面積為<br>the area of the stairhood is  | 平方米/<br>square<br>metres/<br>_____   | 平方呎。<br>square feet.<br>_____  |

I/We understand this Measurements of the Tendered Property forms part of the Preliminary Agreement. I/We hereby irrevocably authorize the Vendor and its representatives to correct any mistake/error/typo found in this Measurements of the Tendered Property.

本人/我們明白本投標物業的量度尺寸構成臨時合約的一部份。本人/我們現不可撤回地授權賣方及其代表修正任何本投標物業的量度尺寸發現之錯失/錯誤/錯字。

Signed by the Purchaser 買方簽署

**WARNING TO PURCHASERS****對買方的警告**

Vendor 賣方	Eminent Gold Investments Limited			
Development 發展項目	MOUNT REGALIA, No.23 Lai Ping Road, Sha Tin, New Territories 新界沙田麗坪路 23 號富豪·山峯			
Property 該物業	House No. 洋房號碼	Tower 座號	Floor 樓層	Flat 單位
Purchaser(s) 買方				
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記證號碼				
Date 日期				

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

- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.  
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
- (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.  
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
- (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.  
**現建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
- (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.  
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.  
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

I/We acknowledge receipt of a copy of this warning and fully understand the contents thereof.

我/我們已收到此警告之副本及完全明白此警告之內容。

Dated this                      day of  
公曆                      年                      月                      日

Signed by the Purchaser 買方簽署

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

Vendor 賣方	Eminent Gold Investments Limited			
Development 發展項目	MOUNT REGALIA, No.23 Lai Ping Road, Sha Tin, New Territories 新界沙田麗坪路 23 號富豪·山峯			
Property 該物業	House No. 洋房號碼	Tower 座號	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：

**Demand-side Management Measures for Residential Properties**

**住宅物業的需求管理措施**

- The Stamp Duty (Amendment) Ordinance 2024 (“**2024 Amendment Ordinance**”) was published in the Gazette on 19 April 2024 to give effect to the proposals in the 2024-25 Budget to cancel all demand-side management measures for residential properties. Under the 2024 Amendment Ordinance, (a) the ad valorem stamp duty (“**AVD**”) rate of 7.5% under Part 1 of Scale 1 is amended to the same rate as those of AVD at Scale 2 with effect from 28 February 2024; and (b) any instrument executed on or after 28 February 2024 for the sale and purchase or transfer of residential property is no longer subject to special stamp duty and buyer’s stamp duty.

《2024 年印花稅（修訂）條例》（《2024 年修訂條例》）已於 2024 年 4 月 19 日刊憲，以實施 2024-25 年度財政預算案中的建議，即撤銷所有住宅物業需求管理措施。根據《2024 年修訂條例》，(a) 由 2024 年 2 月 28 日起，第 1 標準第 1 部之下百分之七點五的從價印花稅稅率修訂為與從價印花稅第 2 標準的稅率相同；及 (b) 在 2024 年 2 月 28 日或之後所簽立以買賣或轉讓住宅物業的文書均無須徵收額外印花稅及買家印花稅。

- For details of the applicable exemptions to AVD at New Rate, please browse the Inland Revenue Department website ([www.ird.gov.hk](http://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](http://www.ird.gov.hk))。

**Other Matters**

**其他事項**

- 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。
- 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. 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。
- 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。
- 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 買方簽署

**Vendor's Information Form**  
**賣方資料表格**

Vendor 賣方	Eminent Gold Investments Limited			
Development 發展項目	MOUNT REGALIA, No.23 Lai Ping Road, Sha Tin, New Territories 新界沙田麗坪路 23 號富豪·山峯			
Property 該物業	House No. 洋房號碼	Tower 座號	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				

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	See attached table 見附表
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	See attached table 見附表
c) The name of the owners' incorporation (if any) 業主立案法團(如有的話)的名稱	No 沒有
d) The name of the manager of the Development 發展項目的管理人的姓名或名稱	Regal Estate Management Limited 富豪物業管理有限公司
e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development 賣方自政府或管理處接獲的關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知	No 沒有
f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索	No 沒有

Date of Printing: 5/6/2026

印製日期: 5/6/2026

Signed by the Purchaser(s) 買方簽署

**Management Fee and Government Rent Table**
**管理費用及地稅附表**

Tower 座號	Floor 樓層	Flat 單位	Management Fee (per month) 管理費用(每月)	Government Rent (per quarter) 地稅(每季)
1	G/F – 1/F	Garden Duplex	HK\$18,195.00	HK\$8,676.00
	1/F	A	HK\$11,790.00	HK\$5,053.00
	2/F	A	-	-
		B	-	-
	3/F	A	-	-
		B	-	-
	5/F	A	-	-
		B	-	-
	6/F	A	-	-
		B	-	-
	7/F	A	HK\$11,385.00	HK\$4,811.00
		B	-	-
	8/F	A	HK\$11,385.00	HK\$4,820.00
		B	-	-
9/F	A	HK\$11,385.00	HK\$4,833.00	
	B	-	-	
10/F	A	HK\$11,385.00	HK\$4,842.00	
	B	-	-	
11/F	Sky Pool Penthouse	-	-	

Tower 座號	Floor 樓層	Flat 單位	Management Fee (per month) 管理費用(每月)	Government Rent (per quarter) 地稅(每季)
2	G/F	B	-	-
	G/F – 1/F	Garden Duplex	-	-
	1/F	B	-	-
	2/F	A	-	-
		B	HK\$11,745.00	HK\$4,914.00
	3/F	A	-	-
		B	-	-
	5/F	A	-	-
		B	HK\$11,745.00	HK\$4,936.00
	6/F	A	-	-
		B	-	-
	7/F	A	-	-
		B	HK\$11,745.00	HK\$4,964.00
	8/F	A	-	-
		B	-	-
	9/F	A	-	-
B		-	-	
10/F – 11/F	Spa Duplex A	HK\$17,994.00	HK\$9,324.00	
	Spa Duplex B	HK\$17,994.00	HK\$9,324.00	

Tower 座號	Floor 樓層	Flat 單位	Management Fee (per month) 管理費用(每月)	Government Rent (per quarter) 地稅(每季)
3	G/F	B	-	-
	G/F – 1/F	Garden Duplex	HK\$18,054.00	HK\$8,757.00
	1/F	B	-	-
	2/F	A	HK\$11,277.00	HK\$4,720.00
		B	-	-
	3/F	A	HK\$11,277.00	HK\$4,734.00
		B	-	-
	5/F	A	-	-
		B	-	-
	6/F	A	-	-
		B	-	-
	7/F	A	HK\$11,277.00	HK\$4,765.00
		B	-	-
	8/F	A	-	-
		B	-	-
	9/F	A	-	-
B		-	-	
10/F	A	-	-	
	B	HK\$11,385.00	HK\$4,842.00	
11/F	Sky Pool Penthouse	-	-	

Tower 座號	Floor 樓層	Flat 單位	Management Fee (per month) 管理費用(每月)	Government Rent (per quarter) 地稅(每季)
5	1/F	A	-	-
		B	-	-
	2/F	A	-	-
		B	-	-
	3/F	A	-	-
		B	-	-
	5/F	-	-	-
		-	-	-
	6/F	A	-	-
		B	-	-
	7/F	A	-	-
		-	-	-
	8/F	A	-	-
		B	-	-
9/F	A	-	-	
	B	-	-	
10/F	A	-	-	
	B	-	-	
11/F	Sky Pool Penthouse	-	-	

Tower 座號	Floor 樓層	Flat 單位	Management Fee (per month) 管理費用(每月)	Government Rent (per quarter) 地稅(每季)
6	1/F	A	HK\$8,988.00	HK\$3,348.00
		B	HK\$8,940.00	HK\$3,335.00
	2/F	A	HK\$8,988.00	HK\$3,407.00
		B	HK\$9,048.00	HK\$3,429.00
	3/F	A	HK\$8,988.00	HK\$3,416.00
		B	HK\$9,048.00	HK\$3,436.00
	5/F	A	HK\$8,988.00	HK\$3,422.00
		B	HK\$9,048.00	HK\$3,445.00
	6/F	A	HK\$8,988.00	HK\$3,447.00
		B	HK\$9,048.00	HK\$3,469.00
	7/F	A	HK\$8,988.00	HK\$3,474.00
		B	HK\$9,048.00	HK\$3,494.00
	8/F	A	HK\$8,988.00	HK\$3,498.00
		B	HK\$9,048.00	HK\$3,521.00
	9/F	A	HK\$8,988.00	HK\$3,523.00
		B	HK\$9,048.00	HK\$3,546.00
	10/F	A	HK\$8,988.00	HK\$3,548.00
		B	HK\$9,048.00	HK\$3,571.00
11/F	Sky Pool Penthouse	HK\$15,147.00	HK\$7,092.00	

Tower 座號	Floor 樓層	Flat 單位	Management Fee (per month) 管理費用(每月)	Government Rent (per quarter) 地稅(每季)
7	G/F	A	-	-
	1/F	A	-	-
		B	-	-
	2/F	A	-	-
		B	-	-
	3/F	A	-	-
		B	-	-
	5/F	A	HK\$9,057.00	HK\$3,456.00
		B	-	-
	6/F	A	HK\$9,057.00	HK\$3,481.00
		B	-	-
	7/F	A	-	-
		B	-	-
	8/F	A	-	-
		B	-	-
	9/F	A	HK\$9,057.00	HK\$3,555.00
		B	HK\$9,048.00	HK\$3,553.00
10/F	A	HK\$9,057.00	HK\$3,582.00	
	B	HK\$9,048.00	HK\$3,580.00	
11/F	Penthouse	-	-	

Tower 座號	Floor 樓層	Flat 單位	Management Fee (per month) 管理費用(每月)	Government Rent (per quarter) 地稅(每季)
8	G/F	B	-	-
	1/F	A	-	-
		B	-	-
	2/F	A	-	-
		B	-	-
	3/F	A	-	-
		B	-	-
	5/F	A	-	-
		B	-	-
	6/F	A	-	-
		B	-	-
	7/F	A	-	-
		B	-	-
	8/F	A	-	-
		B	-	-
9/F	A	-	-	
	B	HK\$9,057.00	HK\$3,521.00	
10/F	A	HK\$9,048.00	HK\$3,580.00	
	B	-	-	
11/F	Penthouse	HK\$15,090.00	HK\$6,655.00	

House No. 洋房號碼	Management Fee (per month) 管理費用(每月)	Government Rent (per quarter) 地稅(每季)
1	HK\$16,527.00	HK\$7,533.00
2	-	-
3	HK\$16,245.00	HK\$7,353.00
5	-	-
6	-	-
7	-	-
8	-	-
9	-	-
10	-	-
11	-	-
12	-	-
15	-	-
16	-	-
17	-	-
18	-	-
19	-	-
20	-	-
21	-	-
22	-	-
23	HK\$31,548.00	HK\$17,199.00
25	-	-
26	-	-
27	-	-
28	-	-

### Collection of your personal information

From time to time, it is necessary for you to supply Eminent Gold Investments Limited ("we", "us" or "our") or our agent(s) with your personal information and particulars in connection with provision of services and products, including handling your property transaction(s). We may not be able to provide the services and products requested by you without the necessary information and particulars.

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

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

### Purposes for which Your Information may be used

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

- (i) handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
- (ii) providing you with and administering offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits whether of a financial nature, in the form of gifts or otherwise;
- (iii) where mortgages, second mortgages, credit facilities or financial accommodation are sought by you, liaising with the mortgagee(s) or provider(s) of credit facilities or financial accommodation to process the same;
- (iv) handling your applications or requests for services, products, memberships or benefits;
- (v) facilitating property management and security;
- (vi) marketing services, properties, property developments, products and other subjects (please see further details in "Use of Your Information in direct marketing" section below);
- (vii) conducting statistical research and analysis (the outcome of which will not reveal your identity);
- (viii) communicating with you;
- (ix) investigating and handling complaints;
- (x) preventing or detecting illegal or suspicious activities; and
- (xi) making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.

### Transfer of Your Information

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

- (i) any associate corporation(s) of Eminent Gold Investments Limited;
- (ii) any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;
- (iii) any agent, contractor or third party service provider who provides administrative, telecommunications, computer or other services to or support the operation of our business;
- (iv) any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers;
- (v) any person involved in your property transaction; and
- (vi) any person to whom we are required to make disclosure under any law, court order, direction, code or guideline applicable in or outside Hong Kong.

### Use of Your Information in direct marketing

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

In connection with direct marketing, we intend:

- (a) to use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;
- (b) to market the following classes of services and products to you:
  - (1) properties or property developments offered by Eminent Gold Investments Limited or any of its associated corporation(s);
  - (2) services and products offered by Eminent Gold Investments Limited or any of its associated corporation(s);
  - (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by Eminent Gold Investments Limited or any of its associated corporation(s); and
  - (4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;
- (c) in return for money or other property, to provide Your Information described in (a) above to other associated corporation(s) of Eminent Gold Investments Limited for their use in direct marketing the classes of services and products described in (b) above.

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

the address set out in "Access to and correction of Your Information" section below to opt out from direct marketing at any time.

**Access to and correction of Your Information**

You have the right to request access to and correction of Your Information in accordance with the provisions of the Ordinance. Any data access request or data correction request may be made by a prescribed form in writing to Eminent Gold Investments Limited, 20th Floor, 68 Yee Wo Street, Causeway Bay, Hong Kong.

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

\*\*\*\*\*

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

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

Signed by the Purchaser(s)

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Eminent Gold Investments Limited  
個人資料收集聲明

### 收集閣下的個人資料

Eminent Gold Investments Limited(「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或我們的代理人提供閣下的個人資料及詳情。若沒有所需的資料及詳情，我們可能無法提供閣下要求的服務及產品。

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

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

### 閣下資料可能被用作的用途

我們可能不時使用閣下資料作下列一個或多個用途：

- (i) 處理閣下的物業交易，包括準備文件和作出任何必要的安排以完成交易；
- (ii) 向閣下提供及管理優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益(不論屬財務性質或以贈品或其他形式提供)；
- (iii) 如閣下尋求按揭、第二按揭、信貸融資或財務融通，與承按人或信貸融資或財務融通提供者聯絡以處理閣下的申請；
- (iv) 處理閣下就服務、產品、會籍或利益的申請或要求；
- (v) 促進物業管理及保安；
- (vi) 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)；
- (vii) 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)；
- (viii) 與閣下溝通；
- (ix) 調查及處理投訴；
- (x) 預防或偵測非法或可疑活動；及
- (xi) 在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。

### 轉移閣下資料

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

- (i) Eminent Gold Investments Limited的任何有聯繫法團；
- (ii) 閣下向其尋求按揭、第二按揭、信貸融資或財務融通的任何人士；
- (iii) 任何代理人、承包商或就我們的業務運作向我們提供行政、電訊、電腦或其他服務的第三方服務供應商；
- (iv) 對我們有保密責任的任何人士，包括我們的會計師、法律顧問或其他專業顧問；
- (v) 閣下物業交易涉及的任何人士；及
- (vi) 我們根據香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求需要向其作出披露的任何人士。

### 在直接促銷中使用閣下資料

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

就直接促銷，我們有意：

- (a) 使用我們不時收集、產生、編制或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據；
- (b) 向閣下促銷以下類別的服務及產品：
  - (1) Eminent Gold Investments Limited的任何有聯繫法團提供的物業或物業發展項目；
  - (2) Eminent Gold Investments Limited的任何有聯繫法團提供的服務及產品(包括地產代理服務、信貸融資及財務服務)；
  - (3) Eminent Gold Investments Limited的任何有聯繫法團提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及
  - (4) 為慈善或非牟利用途的捐款或捐贈，或企業社會責任節目或活動；
- (c) 為換取金錢或其他財產，將以上(a)段所述的閣下資料提供予 Eminent Gold Investments Limited的任何有聯繫法團以供其在直接促銷以上(b)段所述的服務及產品類別中使用。

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

#### 查閱及改正閣下資料

閣下有權根據條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求，可以指定的書面形式向我們提出，**Eminent Gold Investments Limited** 地址為香港銅鑼灣怡和街 68 號 20 樓。

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

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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(“✓”)，**Eminent Gold Investments Limited** 可在直接促銷中使用本人的個人資料或將本人的個人資料提供予其他人士以供其在直接促銷中使用(視情況而定)，有關詳情請參閱以上「在直接促銷中使用閣下資料」部分。

- 請不要向我發送直接促銷資訊。
- 請不要將本人的個人資料提供予其他人士以供其在直接促銷中使用。

買方簽署
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姓名： \_\_\_\_\_

日期： \_\_\_\_\_

**Acknowledgement Letter Regarding Operation of Gondola**  
關於吊船操作的確認函

Vendor 賣方	Eminent Gold Investments Limited			
Development 發展項目	MOUNT REGALIA, No.23 Lai Ping Road, Sha Tin, New Territories 新界沙田麗坪路 23 號富豪·山峯			
Property 該物業	House No. 洋房號碼	Tower 座號	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				

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

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

(a) Under the Deed of Mutual Covenant and Management Agreement (the “DMC”) in respect of the Development :-  
按照發展項目的公契及管理協議（「公契」）的規定：

(i) The Manager shall have the right at all times to extend, maintain, operate, move and have access to, over and/or into or partly into the portion of airspace above the roof, flat roof or garden or the parapet walls of the roof and/or flat roof as may be determined by the Manager, one or more building maintenance unit (if any) (including tracked telescopic jib gondola and/or any jib, davit arm, other ancillary equipment or device) (collectively referred to in the DMC as the “gondola”) to service, cleanse, enhance, maintain, repair, renovate, improve and/or replace any exterior of the Development, and to remain temporarily over and/or on the said airspace for such reasonable period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Residential Common Areas and Facilities and/or the Tower Common Areas and Facilities Provided that the use and enjoyment by the Owners of the Flats shall not be adversely affected or prejudiced thereby and the Manager shall make good any damage caused thereby at its own costs and expenses and shall be liable for negligent, dishonesty, wilful or criminal acts of the Manager, its staff, agents, contractors or workmen and ensure that the least disturbance is caused.

管理人有權在任何時候延伸、維持、運作、移動一個或多個建築物維修單元（如有）（包括軌導式旋轉吊臂吊船及/或任何吊臂、吊艇架吊臂、其他設備或管理裝置）（在公契中統稱「吊船」）及有權進入天台、平台或花園及天台及/或平台的矮牆的上空或部分上空，以進行檢修、清潔、加強、保養、維修、翻新、改善及/或替換發展項目的外牆，及暫時性地停留在該上空一段必要時間作檢查、重建、維修、翻新、保養、清潔、塗漆或裝飾所有或任何住宅公用地方及設施及/或大廈公用地方及設施，惟業主享用其住宅單位應不受重大不利影響或受損，及管理人員須承擔彌補因行使上述權力而造成的損害及將滋擾減至最小。

(ii) No Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place any items in the flat roof, roof or garden or the parapet walls of the flat roof and roof pertaining to its Flats which in any way interferes with or affects or which is likely to interfere with or affect the operation of the gondola at any time in the course of the management and/or the maintenance of the Development.

業主不得作出或容許其租戶、佔用人、被許可人在屬於其住宅單位的天台、平台或花園或平台或天台的矮牆上作出任何行為、行動、事情、事項、或放置任何物品以干擾、影響或可能干擾或影響管理人員於管理及/或維修發展項目期間任何時候操作吊船。

(b) My/our enjoyment of the roof(s), flat roof(s), garden(s), balcony(ies) and/or utility platform(s) (if any) and/or the parapet walls of the roof(s), flat roof(s), garden(s), balcony(ies) and/or utility platform(s) (if any) pertaining to the Property may be adversely affected during the operation of the gondola in the course of the management and/or the maintenance of the Development by the Manager.

管理人員在管理及/或維修發展項目期間操作吊船時，可能對本人/吾等享用屬於本物業的天台、平台、花園、露台及/或工作平台（如有）及/或天台、平台、花園、露台及/或工作平台的矮牆（如有）造成不利影響。

2. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.

本人 / 吾等確認及聲明本人 / 吾等同意購入物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。

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

如本函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

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**Acknowledgement Letter regarding common areas within flat roof and/or garden**  
**關於平台及/或花園內的公用地方的確認函**

Vendor 賣方	Eminent Gold Investments Limited			
Development 發展項目	MOUNT REGALIA, No.23 Lai Ping Road, Sha Tin, New Territories 新界沙田麗坪路 23 號富豪·山峯			
Property 該物業	House No. 洋房號碼	Tower 座號	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				

1. I/We, the undersigned, hereby acknowledge and are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that:-  
 本人/吾等，即下方簽署人，特此確認本人/吾等簽署本物業的臨時買賣合約前已清楚明白以下事項：
- (a) The uncoloured area within flat roof and/or garden of the Property as shown in the floor plan of the sales brochure of the Development (the “**Area**”) forms part of the common areas of the Development. The Area does not form part of the Property and the Purchaser will not have any exclusive right or privilege to hold, use, occupy or enjoy the Area;  
 發展項目的售樓說明書的住宅平面圖中顯示該物業的平台及/或花園內沒有填上顏色的範圍（“該範圍”）屬發展項目的公用部分。該範圍並不屬於物業一部份，而買方將無任何獨有權利持有、使用、佔用或享用該範圍；
- (b) the use and operation of the Area shall be subject to the Deed of Mutual Covenant and Management Agreement in respect of the Development (the “**DMC**”). Without limitation to the generality of the foregoing, the manager of the Development (the “**Manager**”) shall have the full right and authority to manage the Area, and shall have the full right and privilege at all reasonable times on reasonable notice (except in the case of emergency) with or without agents, surveyors, workmen and others and with or without equipment and apparatus to enter into and upon the Property for the purposes of carrying out necessary repairs to or maintenance of the Development or any part or parts thereof or any of the Common Areas and Facilities therein or any other apparatus and equipment used or installed for the benefit of the Development or any part or parts thereof as part of the amenities thereof or to abate any hazard or nuisance which does or may affect the Common Areas or Facilities or other Owners.  
 該範圍之使用及運作將受發展項目之公契及管理協議（“公契”）規管，特別是（無損前文概括性）發展項目之管理人（“**管理人**”）將有全部權利及授權管理該範圍，亦將有全部權利發出合理通知於所有合理時間（如遇緊急情況則無須通知）攜同或不攜同代理人、檢測人員、工作人員或其他人士及帶同或不帶同設備或器具進入該物業以進行發展項目或其任何部分或公用地方及設施任何部份或為發展項目或其任何部分而使用或安裝的任何其他器具和設備而作為其設施的一部分所需之維修或減除任何影響公用地方及設施或其他擁有人（定義見該公契）的危害或滋擾。
2. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.  
 本人 / 吾等確認及聲明本人 / 吾等同意購入物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。
3. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.  
 如本函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

**Acknowledgement Letter regarding Tree Compensation Plan**  
**關於樹木補償方案的確認函**

Vendor 賣方	Eminent Gold Investments Limited			
Development 發展項目	MOUNT REGALIA, No.23 Lai Ping Road, Sha Tin, New Territories 新界沙田麗坪路 23 號富豪·山峯			
Property 該物業	House No. 洋房號碼	Tower 座號	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				

1. I/We, the undersigned, hereby acknowledge and are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that:-  
 本人/吾等，即下方簽署人，特此確認本人/吾等簽署本物業的臨時買賣合約前已清楚明白以下事項：
- (a) According to Clause 36 in the Third Schedule to the Deed of Mutual Covenant and Management Agreement in respect of the Development (the “DMC”), no Owner shall interfere with, damage or cut any tree growing on the Land (i.e. Sha Tin Town Lot No. 578) or adjacent thereto except with the prior written consent of the Director of Lands and in compliance with any conditions that may be imposed by the said Director and each Owner shall be responsible to remedy and indemnify the other Owners in respect of any breach of this Clause including a breach by the occupants of his Unit and their guests or visitors.  
 依照發展項目之公契及管理協議（“公契”）附表三第 36 條，除得到地政總署署長事先書面批准，並符合該署長可能施加的任何條件，業主均不可干擾、損毀或砍倒任何生長於該地段上(即沙田市地段第 578 號)或鄰近之樹木。而每名業主均有責任就任何違反公契附表三第 36 條的行為，包括他的單位的佔用人和他們的客人或訪客的違反行為，向其他業主作出補救和賠償。
- (b) The location of the trees within the common areas of the Development as required to be planted by the Tree Compensation Plan (approved by the District Land Office, Sha Tin Department) is shown in the Relevant Information section of the sales brochure of the Development. A copy of the last updated version of the Tree Compensation Plan as of the date of printing of the sales brochure is available for free inspection during normal office hours at the sales office. I/We declare confirm and acknowledge that the view of the Property may be affected by the said tree(s).  
 該等位於發展項目的公用地方之內，並根據獲地政總署署長批核的“樹木補償方案”種植的樹木的位置，於發展項目的售樓說明書的有關資料章節中顯示。在印製售樓說明書當日適用的最近更新版本經地政總署沙田地政處批准的樹木補償方案示意圖存於售樓處，於正常辦公時間內供免費查閱。本人/我們謹此聲明及確認該本物業的景觀可能會受該等樹木影響。
2. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.  
 本人 / 吾等確認及聲明本人 / 吾等同意購入物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。
3. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.  
 如本函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

**Acknowledgement Letter regarding modification to Land Grant**  
關於修改批地文件的確認函

Vendor 賣方	Eminent Gold Investments Limited				
Development 發展項目	MOUNT REGALIA, No.23 Lai Ping Road, Sha Tin, New Territories 新界沙田麗坪路 23 號富豪·山峯				
Property 該物業	House No. 洋房號碼	Tower 座號	Floor 樓層	Flat 單位	Residential Parking Space No. 住宅停車位號碼
Purchaser 買方					
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記證號碼					
Date 日期					

1. I/We, the undersigned, hereby acknowledge and are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that:-  
本人/吾等，即下方簽署人，特此確認本人/吾等簽署本物業的臨時買賣合約前已清楚明白以下事項：
- (a) The Vendor has made an application (the "**Application**") at its own costs and expenses to District Lands Office/Shah Tin, Lands Department ("**DLO**") to modify the New Grant No. 21670 (as varied by an approval letter dated 5 January 2016 and registered in the Land Registry by Memorial No. 16011402340012) (collectively the "**Land Grant**").  
賣方已自費向沙田地政處作出申請(「**該申請**」)修改新批地契 21670 號(經日期為 2016 年 1 月 5 日及於土地註冊處以註冊摘要編號 16011402340012 登記的批核書修改)(統稱「**批地文件**」)。
- (b) The Application is to apply for an additional set of vehicular access points between X and Y through Z as shown on the plan annexed to the Land Grant.  
該申請的目為申請額外一組車輛進出點，如在批地文件的附圖上顯示的 X 點及 Y 點(經 Z 點)。
- (c) I/We hereby agree and authorize the Vendor to make the Application and to submit any amendments to the general building plans to the Buildings Department, DLO and relevant government departments and I/we shall not make any objection to the Application and shall provide all reasonable assistance to the Vendor to facilitate the approval of the Application.  
本人/吾等同意及授權賣方作出該申請及向屋宇署、地政處及相關政府部門遞交任何對建築圖則的修訂，本人/吾等不會對該申請作出任何反對及會向賣方提供所有合理協助以促使該申請獲得批核。
- (d) I/We also agree the Vendor may disclose and submit this letter to DLO in support of the Application.  
本人/吾等同意賣方可將本信件向地政處披露及遞交以支持該申請。
- (e) I/We shall take the Property subject to the modification letter, consent letter, approval letter, no objection letter and/or waiver letter as may be issued by DLO consequential to the approval of the Application.  
本人/吾等同意接受該物業受制於地政處在批核該申請後可能發出的修改書、同意書、批核書、不反對書及/或豁免書。
2. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.  
本人/吾等確認及聲明本人/吾等同意購入物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。
3. This letter shall survive the completion of the sale and purchase of the Property.  
本函於該物業的買賣完成後仍然有效。
4. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.  
如本函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

**(Applicable to the Purchaser of House 3 only)**  
**(只適用於洋房 3 號之買方)**

**Acknowledgement Letter regarding Free Furniture Offer**  
**關於送贈家具優惠的確認函**

Vendor 賣方	Eminent Gold Investments Limited				
Development 發展項目	MOUNT REGALIA, No.23 Lai Ping Road, Sha Tin, New Territories 新界沙田麗坪路 23 號富豪·山峯				
Property 該物業	House No. 洋房號碼	Tower 座號	Floor 樓層	Flat 單位	Residential Parking Space No. 住宅停車位號碼
		N/A	N/A	N/A	N/A
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: Vendor 賣方**

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

- On completion, the Property will be provided with the decoration, furniture and chattels as set out in the Schedule hereto (the “**Furniture**”) free of charge. The Furniture is not the fittings, finishes and appliances of the Property as depicted in the sales brochure.  
 在成交時, 該物業將免費附贈附表所述之裝飾、傢俱和物件(「該傢俱」)。該傢俱不是售樓說明書所展示的該物業的裝置、裝修物料及設備。
- No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect regarding the Furniture. In particular, no warranty, maintenance or representation whatsoever is given as to the condition, state, quality or fitness of any of the Furniture or as to whether any of the Furniture is or will be in working condition. The Furniture will be delivered to the Purchaser upon completion of the sale and purchase of the residential property in such condition as at completion together with the Property. In any event, no objection or requisitions whatsoever shall be raised by the Purchaser in respect of the Furniture.  
 賣方或其代表不會就該傢俱作出任何保證、保養或陳述, 更不會就其狀況、狀態、品質及性能, 及其是否或會否在可運作狀態作出任何保證、保養或陳述。該傢俱將於該物業成交日以成交時之狀況連同該物業交予買方。任何情況下, 買方不得就該傢俱提出任何異議或質詢。
- If any of the Furniture is out of stock, a Furniture of comparable quality will be provided.  
 如任何該傢俱的貨源短缺, 賣方便會提供品質相若的傢俱。
- The Purchaser has been given specifically requested by the Vendor to seek independent legal advice on the foregoing and the Purchaser is fully aware of the legal consequences thereof. Notwithstanding any other provisions contained in the Preliminary Agreement for Sale and Purchase or the Agreement for Sale and Purchase, the Purchaser hereby (a) declares that the Purchaser is fully satisfied with and accepts in all respects the Furniture; and (b) agrees to waive any requisitions and objection thereto and would not require any proof or giving of title by the Vendor in relation to any and all of the Furniture.  
 賣方特別要求買方就以上諮詢獨立的法律意見, 買方充份明白以上的法律後果。儘管臨時買賣合約或買賣合約的其他條款, 買方茲(a)聲明買家完全滿意並接受該傢俱; 及(b)同意免除任何相關的質詢及反對, 並同意不會要求賣方就該傢俱的任何或所有部份提供業權或業權的證明。
- In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.  
 如本函之中英文文本有任何歧義, 一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

**Schedule 附表**

**House 3, Mount Regalia 富豪·山峯 3 號洋房**

Description 描述	Quantity 數量
<b>B/F Store Room 地庫儲物室</b>	
Cabinet 櫃	1
Bedframe 床架	1
<b>B/F Lift Lobby 地庫電梯大堂</b>	
Wall lamp 壁燈	1
Pendant 吊燈	1
<b>G/F Living Room 地下客廳</b>	
Sofa 梳化	1
Cushion 咕啞	8
Blanket 毛毯	1
Armchair with cushion 扶手椅連咕啞	1
Coffee table 茶几	1
Book 書	4
Wooden tray 木製托盤	2
Side table 茶几	2
Rug 地毯	1
Lighting stand 座地燈	2
Vase 花瓶	1
Faux flower 假花	2
TV cabinet 電視櫃	1
Plant pot 花盆	1
Chair 椅子	2
Teapot set including cup, plate, pot & spoon 中式茶具套裝 (杯、碟、壺及茶匙)	1 set 套
Metal container with lid 金屬器皿連蓋	1
Wooden decoration 木製擺設	1
Metal decoration 金屬擺設	1
Glasses decoration 眼鏡擺設	1
Plant 盆景擺設	1
Artificial stone decoration 仿石擺設	3
Ceramic decoration with wooden tray 瓷器擺設連木架	1
Window curtain 窗簾	2
Window sheer 窗紗	6
Sheer container 器皿	8
Vase 花瓶	1
Wooden container 木製器皿	1
Faux leather tray 仿皮托盤	1
Photo frame 相架	1
Metal container 金屬器皿	1
Faux leather box 仿皮儲物盒	1
Cabinet 矮櫃	2
Standing decoration 座地擺設	1
Decoration with tray 擺設連托盤	1
Rockery decoration 假山擺設 (inside TV cabinet 電視櫃內)	1
Metal decoration with ceramic bowl 金屬裝飾連瓷碗 (inside TV cabinet 電視櫃內)	1
Metal bowl with stone decoration 金屬碗連石製擺設 (inside TV cabinet 電視櫃內)	1

**House 3, Mount Regalia 富豪·山峯3號洋房**

Description 描述	Quantity 數量
<b>G/F Living Room 地下客廳</b>	
Bird cage decoration with glass shade (inside TV cabinet 電視櫃內) 鳥籠擺設連玻璃罩	1
Metal vase with glass shade 金屬花瓶連玻璃罩 (inside TV cabinet 電視櫃內)	1
Ceramic decoration 瓷器擺設 (inside TV cabinet 電視櫃內)	1
Metal decoration 金屬擺設 (inside TV cabinet 電視櫃內)	1
Vase 花瓶 (inside TV cabinet 電視櫃內)	1
Metal container 金屬器皿 (inside TV cabinet 電視櫃內)	1
Jewelry box with wooden tray (inside TV cabinet 電視櫃內) 飾物盒連木托盤	1
Stone decoration 石製擺設	2
Glass decoration 玻璃擺設	1 set 套
Ceramic container 瓷製器皿	1
Wooden decoration 木製擺設	1 set 套
Side table 高腳几	1
Faux flower with vase 假花連花瓶	1
Pendant 吊燈	1
<b>G/F Dining Room 地下飯廳</b>	
Dining table 餐桌	1
Dining chair 餐椅	8
Plate 碟子	16
Metal bowl with plate 金屬碗連碟	8
Wine glass 酒杯	16
Metal bottle 金屬容器	2
Napkin 餐巾	8
Knife 餐刀	8
Spoon 匙	8
Fork 叉	8
Pendant 吊燈	1
Metal container 金屬器皿	2
Chopsticks with tray 筷子連托盤	8
Dining table mat 餐墊	8
Faux flower decoration with wooden tray 假花連木製托盤	1
Window curtain 窗簾	2
Window sheer 窗紗	2
Potted landscape decoration 金屬盆景擺設	1
Wall lamp 壁燈	2
<b>G/F Powder Room 地下客廳洗手間</b>	
Pendant 吊燈	2
Towel 毛巾	6
Soap dispenser 洗手液瓶	1
Soap tray 肥皂托盤	1
Scent diffuser 香薰座	1
Faux flower with plant pot 假花連花盆	1
<b>G/F Front Garden 地下前花園</b>	
Lighting stand 座地燈	3

House 3, Mount Regalia 富豪・山峯 3 號洋房

Description 描述	Quantity 數量
<b>G/F Garden 地下花園</b>	
Bench with cushion 長椅連咕啞	1
Chair with cushion 椅子連咕啞	2
Armchair with cushion 扶手椅連咕啞	1
Coffee table 茶几	2
Rockery decoration 假山擺設	1
Ceramic container 瓷製器皿	3
Ceramic tray 瓷製托盤	1
<b>G/F Kitchen 地下廚房</b>	
Metal container 金屬器皿	2
Teapot set (teapot, teacup, metal tray, ceramic container & accessories, bamboo container & dining table mat) 茶具套裝 (茶壺、茶杯、金屬托盤、瓷製器皿連小工具、竹製器皿及餐墊)	1
Metal teapot with metal tray 金屬茶壺連金屬托盤	1
Bamboo basket 竹籃	1
Chinese cake mold 中式餅模具	1
Stone tray 石製托盤	1
Pan 平底鍋	1
Wooden tray 木製托盤	1
Pot 湯鍋	1
Glass container 玻璃器皿	4
Ceramic plate 瓷碟	3
Bamboo basket with ceramic decoration 竹籃連瓷製擺設	1
Spoon 匙	1
Metal pot 金屬鍋	1
Ceramic container 瓷製器皿	2
Faux flower with vase 假花連花瓶	1
Sauce 醬料	5
Wooden tray 木托盤	1
Salad bowl 沙律碗	1
Salad Spoon 沙律匙	1
Bamboo basket 竹籃	1
Chopsticks 筷子	3 pairs 對
Wooden spoon 木匙	1
Chopping board 木砧板	1
Ceramic container with tray 瓷製器皿連托盤	1
Ceramic bowl 瓷碗	1
Stone grinder set 石磨套裝	1
Ceramic container 瓷製器皿 (inside kitchen cabinet 廚櫃內)	4
Ceramic bowl 瓷碗 (inside kitchen cabinet 廚櫃內)	2
Ceramic accessories 瓷配件 (inside kitchen cabinet 廚櫃內)	14
Wooden tray 木製托盤 (inside kitchen cabinet 廚櫃內)	1

## House 3, Mount Regalia 富豪・山峯3號洋房

Description 描述	Quantity 數量
<b>1/F Master Room 一樓主人房一</b>	
Box 盒子	4
Bedside table 床頭櫃	2
Bedside table lamp 床頭枱燈	2
Handbag 手袋	1
Bedframe 床架	1
Mattress with bed sheet 床褥連床單	1
Cushion 咕啞	6
Quilt 被	1
Blanket 毛毯	1
Bench 長椅	1
Scent diffuser 香薰座	1
Hairpin 髮簪	1
Feather decoration 羽毛裝飾	2
Metal tray 金屬托盤	1
Stone decoration with metal plate 石頭裝飾連金屬碟	1
Paper fan 紙扇	1
Photo frame 相架	1
Glasses 眼鏡	1
Flower decoration with tray 花型擺設連托盤	1
Window curtain 窗簾	2
Window sheer 窗紗	2
Standing vase 座地花瓶	1
Desk 書枱	1
Chair 椅子	1
Faux flower decoration 假花擺設	1
Metal decoration 金屬擺設	1
Accessories with box 飾物連盒	1
Magnifying glass 放大鏡	1
Stone decoration 石製擺設	3
plant decoration with tray 植物擺設連托盤	1
Postcard 明信片	3
Metal bookmark 金屬書籤	1
Ceramic tray 瓷製托盤	1
Stone decoration 石製擺設	1
Pendant 吊燈	1
Television 電視	1
Wooden decoration 木製擺設	4
Book / Magazine 書 / 雜誌	13
Clothes 衣服 (inside wardrobe 衣櫃內)	6
Hanger 衣架 (inside wardrobe 衣櫃內)	6
Shoes 鞋 (inside wardrobe 衣櫃內)	2 pairs 對
Box 盒子 (inside wardrobe 衣櫃內)	4
Cushion 咕啞 (inside wardrobe 衣櫃內)	4
Blanket 毛毯 (inside wardrobe 衣櫃內)	2

## House 3, Mount Regalia 富豪·山峯3號洋房

Description 描述	Quantity 數量
<u>1/F Master Bathroom 一樓主人浴室一</u>	
Scent diffuser 香薰座	1
Faux flower with vase 假花連花瓶	1
Soap dispenser 洗手液瓶	1
Soap 肥皂	1
Toothbrush stand 牙刷座	1
Ceramic container 瓷製器皿	1
Toothbrush 牙刷	2
Hand soap 洗手液座	4
Wall lamp 壁燈	1
<u>1/F Flat Roof 一樓平台</u>	
Outdoor chair 戶外椅	1
<u>1/F Ensuite 1 一樓套房一</u>	
Metal decoration 金屬擺設 (on book shelf 書櫃內)	2
Box 盒子 (on book shelf 書櫃內)	2
Ceramic container 瓷製器皿 (on book shelf 書櫃內)	3
Vase with tray 花瓶連托盤 (on book shelf 書櫃內)	1
Photo frame decoration 相架擺設 (on book shelf 書櫃內))	3
Book 書 (on book shelf 書櫃內)	32
Potted landscape decoration 盆景擺設 (on book shelf 書櫃內)	1
Metal bowl 金屬碗 (on book shelf 書櫃內)	1
Paper roll 紙卷 (on book shelf 書櫃內))	15
Glass bowl 玻璃碗 (on book shelf 書櫃內)	1
Paper roll decoration 紙卷擺設 (on book shelf 書櫃內)	1
Brush 毛筆 (on book shelf 書櫃內)	3
Brush pot 筆筒 (on book shelf 書櫃內))	1
Wooden decoration 木製擺設 (on book shelf 書櫃內)	1
Paper fan 紙扇 (on book shelf 書櫃內)	1
Wooden frame decoration 木架連擺設 (on book shelf 書櫃內)	1
Stone decoration 石製擺設 (on book shelf 書櫃內))	1
Tableware set decoration 食具擺設	1
Drawing roll with standing pot 畫卷連座地桶	1
Wooden decoration 木製擺設	1
Rockery decoration 假山擺設	1
Drawing with frame 畫連框	1
High table 高腳枱	1
Window curtain 窗簾	2
Window sheer 窗紗	2
Desk 書枱	1
Chair 椅子	1
Pendant 吊燈	1
Abacus 算盤 (on desk 書枱上)	1
Stamp 圖章 (on desk 書枱上)	10
Brush 毛筆 (on desk 書枱上)	6
Pen tray 筆托 (on desk 書枱上)	1
Pen holder 筆架 (on desk 書枱上)	1
Inkstone set with wooden tray 墨硯套裝連木托盤 (on desk 書枱上)	1
Paper weight 紙鎮 (on desk 書枱上)	2
Drawing roll 畫卷 (on desk 書枱上)	1
Drawing table mat 繪畫枱墊 (on desk 書枱上)	1

## House 3, Mount Regalia 富豪・山峯3號洋房

Description 描述	Quantity 數量
<b>1/F Bathroom 1 一樓浴室一</b>	
Towel 毛巾	6
Flower decoration with plate 白蘭花裝飾連碟	1
Stone decoration 石製擺設	1
Faux flower with plant pot 假花連花盆	1
Scent diffuser 香薰座	3
Artificial plant decoration 假植物擺設	1
Soap dispenser with tray 洗手液座連托盤	1
Toothbrush 牙刷	2
Toothbrush stand 牙刷座	1
Hand soap 洗手液座	2
Soap 肥皂	1
<b>2/F Master Bedroom 2 二樓主人房二</b>	
Lighting stand 座地燈	1
Chair 椅子	1
Desk 書枱	1
Plantain fan 芭蕉扇	1
Faux flower with tray 假花連托盤	1
Metal pot with plate 金屬壺連碟	1
Pen holder with tray 筆托連托盤	1
Pencil 鉛筆	4
Brush pot 筆筒	1
Stone container 石製器皿	1
Paper decoration with stone container 石製器皿連紙製飾物	1
Clothes 衣服 (inside wardrobe 衣櫃內)	6
Hanger 衣架 (inside wardrobe 衣櫃內)	6
Shoes 鞋 (inside wardrobe 衣櫃內)	3 pairs 對
Box 盒子 (inside wardrobe 衣櫃內)	5
Cushion 咕啞 (inside wardrobe 衣櫃內)	3
Handbag 手袋 (inside wardrobe 衣櫃內)	1
Towel 毛巾 (inside wardrobe 衣櫃內)	1
Side table 高腳几	1
Metal decoration 金屬擺設	1
Magazine 雜誌	13
<b>2/F Master Bathroom 二樓主人房浴室二</b>	
Scent diffuser 香薰座	1
Personal Care product decoration 個人護理用品擺設	1
Wooden tray 木托盤	1
Glass container 玻璃器皿	4
Toothbrush 牙刷	2
Toothbrush stand 牙刷座	1
Soap dispenser with tray 洗手液座連托盤	1
Faux flower with plant pot 假花連花盆	1
Ceramic container 瓷製器皿	5
Plastic tray 膠托盤	1
Towel 毛巾	1
Stone tray 石製托盤	1
Wall lamp 壁燈	2

## House 3, Mount Regalia 富豪·山峯3號洋房

Description 描述	Quantity 數量
<u>2/F Ensuite 2 二樓套房二</u>	
Table 桌子	1
Chair with cushion 椅子連咕啞	1
Artificial plant with vase 假植物連花瓶	2
Accessories with box 飾物連盒	1
Wall mirror 圓形掛牆鏡	1
Accessories with glass box 飾物連玻璃盒	1
Personal care product with tray 個人護理用品連托盤	1
Photo frame 相架	1
Lighting stand 座檯燈	1
Bedside table 床頭櫃	2
Handbag 手袋	1
Pendant 吊燈	2
Bedframe 床架	1
Pillow with cover 枕頭連套	2
Cushion 咕啞	1
Mattress 床褥	1
Throw 床尾巾	2
Area rug 地毯	1
Book / Magazine 書 / 雜誌	4
Teapot set with tray (teapot & cup) 茶具套裝連托盤 (茶壺及杯)	1set 套
Paper fan 紙扇	1
Clothes 衣服 (inside wardrobe 衣櫃內)	4
Hanger 衣架 (inside wardrobe 衣櫃內)	4
Pillow with cover 枕頭連套 (inside wardrobe 衣櫃內)	2
Box 盒子 (inside wardrobe 衣櫃內)	2
Wooden decoration with tray 木製擺設連托盤 (inside wardrobe 衣櫃內)	1
Bowl 碗 (inside wardrobe 衣櫃內)	2
Wooden decoration with metal tray 木製擺設連金屬托盤 (inside wardrobe 衣櫃內)	1
Artificial stone decoration 仿石擺設 (inside wardrobe 衣櫃內)	1
Pillow 枕頭	2
<u>2/F Bathroom 2 二樓浴室二</u>	
Ceramic container 瓷製器皿	4
Hand soap 洗手液座	2
Towel 毛巾	4
Glass container 玻璃器皿	2
Scent diffuser 香薰座	1
Candle 蠟燭	3
Wooden tray 木製托盤	2
Toothbrush 牙刷	2
Toothbrush stand 牙刷座	1
Soap dispenser 洗手液瓶	1
Faux flower with vase 假花連花瓶	1
Bath salts 浴鹽 (inside mirror cabinet 鏡櫃內)	2

House 3, Mount Regalia 富豪·山峯3號洋房

Description 描述	Quantity 數量
<b>Roof 天台</b>	
Lighting stand 座地燈	4
Outdoor chair with cushion 戶外椅連咕啞	1
Outdoor armchair with cushion 扶手椅連咕啞	1
Outdoor coffee table 戶外茶几	1
Outdoor sofa with cushion 戶外梳化連咕啞	1
Outdoor table 戶外餐桌	1
Outdoor chair with cushion 戶外椅連咕啞	2
Artificial plant with plant pot 假植物連花盆	1
Plant pot 花盆	1
<b>Stairs 樓梯</b>	
Wall lamp (1/F & 2/F corridor) 壁燈 (一樓及二樓走廊)	4
Drawing with frame 畫連畫框	6
Wall decoration (B/F) 掛牆擺設 (地庫)	1

(Applicable only to Purchaser who is sitting tenant of the Property and chooses Sitting Tenant Payment Plan (after 3 years), Sitting Tenant Payment Plan (within 2 to 3 years), Sitting Tenant Payment Plan (within 1 to 2 years) or Sitting Tenant Payment Plan (within 1 year 只適用於是該物業的現有租客的買方及揀選現有租客付款計劃 (3 年後)、現有租客付款計劃 (2 年至 3 年內)、現有租客付款計劃 (1 年至 2 年內)或現有租客付款計劃 (1 年內))

**Acknowledgement Letter Regarding "Rental Rebate"**  
**關於「租金回贈」確認書**

Vendor 賣方	Eminent Gold Investments Limited				
Development 發展項目	MOUNT REGALIA, No.23 Lai Ping Road, Sha Tin, New Territories 新界沙田麗坪路 23 號富豪·山峯				
Property 該物業	House No. 洋房號碼	Tower 座號	Floor 樓層	Flat 單位	Residential Parking Space No. 住宅停車位號碼
Purchaser 買方					
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記證號碼					
Date 日期					

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

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

1. 買方據一份由賣方(作為出租人)及買方(作為承租人)簽署的本物業的租約(以下稱「租約」)為該物業的現有租客。  
The Purchaser is the sitting tenant of the Property under the lease (the "Lease") in respect of the Property entered into between the Vendor (as lessor) and the Purchaser (as lessee).
2. The Purchaser hereby acknowledges, agrees, accepts and/or confirms :-  
買方特此確認、同意、接納及/或確認：
  - (a) that the Purchaser has inspected the Property prior to signing of the Preliminary Agreement;  
在簽署臨時合約前買方已視察該物業；
  - (b) that the Purchaser is fully satisfied that the fittings, finishes and appliances ("FFA") as depicted in the sales brochure have been incorporated into the Property;  
買方完全滿意售樓說明書中所展示的裝置、裝修物料及設備已安裝於該物業內；
  - (c) that the Purchaser enters into the Preliminary Agreement with full knowledge of the physical condition of the Property and the FFA and takes them as they stand;  
買方簽署臨時合約時已完全知悉該物業及裝置、裝修物料及設備的狀況及將以現況接納該物業及裝置、裝修物料及設備；
  - (d) that the respective obligations, liabilities and consequences of the Vendor and the Purchaser under the relevant clause of the Agreement for Sale and Purchase relating to remedy of defects may be affected or displaced by the creation of the Lease including, in particular, the fact that the Purchaser is occupying the Property and to use the FFA prior to the date of completion of the sale and purchase specified in the Agreement for Sale and Purchase; and  
在買賣合約下與補救欠妥之處相關的條款下的賣方及買方的各自義務、責任及後果，可能受租約而受影響或轉移，包括(尤其是)在買賣合約指明的成交日期之前買方已佔用該物業及已使用裝置、裝修物料及設備；及
  - (e) the Vendor shall not be responsible for remedying any defects to the Property, or the FFA of which a written notice is served by the Purchaser within 6 months after the date of completion of the sale and purchase of the Property pursuant to the terms of the Agreement for Sale and Purchase, if such defects are caused (i) due to fair wear and tear (particularly by reason of the use and occupation of the Property by the Purchaser during the lease term) and/or (ii) by the act or neglect of the Purchaser (particularly by reason of the use and occupation of the Property by the Purchaser during the lease term).  
即使賣方接獲買方在按買賣合約完成交易日期後的 6 個月內送達的書面通知有關該物業及裝置、裝修物料及設備的欠妥之處，如該欠妥之處的責任是由(i)正常使用損耗(尤其是因為買方在租期期間使用及佔用該物業)造成及/或(ii)尤買方的行為或疏忽造成(尤其是因為買方在租期期間使用及佔用該物業)，賣方無須承擔補救該欠妥之處的責任。
3. Subject to and in accordance with the terms and conditions of this letter, in particular the fulfillment of the Purchaser's obligations in paragraph 5 below, the Vendor offers to the Purchaser a rental rebate (the "Rental Rebate") in the amount as follows :-  
賣方按照本信件所列的條款與細則(尤其是有關買方履行以下第 5 段所列責任的條款)，向買方提供租金回贈(以下稱「租金回贈」)，金額以下：

<i>Date of purchase of the Property by the Purchaser</i> 買方購買該物業的日期	<i>Amount of Rental Rebate, being a certain percentage of the rent actually paid by the Purchaser (as lessee) under the Lease</i> 租金回贈的金額，即買方(作為承租人)實際於租約下已支付之租金的若干百分比
Within 1 year from the commencement date of the term of the Lease 租約的租期起始日起計 1 年內	100%
After 1 year but within 2 years from the commencement date of the term of the Lease 租約的租期起始日起計 1 年後但 2 年內	100%
After 2 years from the commencement date of the term of the Lease 租約的租期起始日起計 2 年後	90%
After 3 years from the commencement date of the term of the Lease 租約的租期起始日起計 3 年後	90%

4. The Rental Rebate will be applied towards settlement of the balance of purchase price directly upon completion of the sale and purchase of the Property.  
賣方會在該物業買賣完成時將租金回贈直接用於支付該物業售價的餘額。
5. The Purchaser shall fulfill the following conditions for the entitlement of the Rental Rebate:-  
買方須履行下列各項條件以符合享有「租金回贈」的資格：
  - (a) you shall execute a legally binding formal agreement for sale and purchase of the Property (in the form prescribed by the Vendor without amendments) (the "**Agreement for Sale and Purchase**") in accordance with the terms and conditions of the Preliminary Agreement; 閣下須按照臨時合約的條款與細則，簽署一份有法律約束力的正式買賣合約(按賣方規定的格式及不得作出修改)(以下稱「**買賣合約**」)；
  - (b) there is no breach of any of the terms of the Preliminary Agreement and the Agreement for Sale and Purchase (including without limitation any failure in making payment or part payment of the purchase price or balance of the purchase price); 沒有違反臨時合約及買賣合約的任何條款(包括但不限於任何未能付款或支付部分樓價或樓價餘款額)；
  - (c) you shall complete the sale and purchase of the Property in accordance with the Preliminary Agreement and the Agreement for Sale and Purchase; 閣下須按照臨時合約及買賣合約完成本物業的買賣；
  - (d) you have duly performed and observed the terms and conditions of the Lease throughout the term of the Lease or up to the date of completion of the sale and purchase of the Property (whichever is the earlier); and 閣下在整個租約期間或直至本物業買賣成交之日(以較早者為準)履行並遵守租約條款及條件; 及
  - (e) there is no rental arrears under the Lease.  
沒有拖欠租金。
6. Time shall be of the essence of this letter.  
在本信件中的時間規定須嚴格遵守。
7. The Purchaser hereby irrevocably authorizes the Vendor to pay the Rental Rebate in the manner specified in paragraph 4 above.  
買方下謹此不可撤銷地授權賣方以上述第 4 段所述方式支付「租金回贈」。
8. The benefit in this letter is personal to the Purchaser and is only available to the Purchaser as a first-hand purchaser of the Property.  
本信件的利益屬於買方個人所有，並且僅向作為「該物業」之一手買方提供。
9. The rights or benefits conferred on the Purchaser under this letter are non-assignable and non-transferable.  
本信件賦予買方的權利或利益不得轉讓或轉移。
10. The Purchaser may have to notify the bank of the Rental Rebate in the mortgage application process. The bank may take into account the Rental Rebate in determining the loan amount. For details, please make enquiry with the banks.  
買方在按揭申請中可能需要通知買方的銀行有關「租金回贈」的安排。銀行決定提供貸款額時可能會考慮「租金回贈」。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. This letter shall not prejudice any right of action of the Vendor (as lessor) against the Purchaser (as lessee) in respect of any outstanding breach or non-observance or non-performance of any of the terms and covenants under the Lease.  
本信件將不損害賣方(作為出租人)就買方(作為承租人)任何仍然持續的違約或未履行或不曾履行租約下的任何條款及契約而提出申索的權利。
13. The parties to this letter 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.  
買賣雙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, the Vendor reserves its rights to make the final decision on all matters arising from this letter and such decision shall be binding on the Purchaser.  
如有爭議，賣方有權就本信件引起的所有事宜作最後決定，該決定對買方有約束力。
15. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.  
如本函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

## 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買方及不可轉讓。賣方有絕對酌情權決定買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。  
All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of the Property are offered to the Purchaser only and shall not be transferable. The Vendor has absolute discretion in deciding whether a Purchaser is entitled to those discount, gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those discount, gift, financial advantage or benefit. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.
6. 如買方希望更改付款計劃或更改任何已選擇之折扣、贈品、財務優惠或利益而須更新成交記錄冊內的記錄，可於不早於簽署臨時買賣合約後 30 日但不遲於付清樓價餘額之日前 30 日向賣方提出申請，並須向賣方繳付手續費 HK\$5,000 及承擔有關律師費用及代墊付費用(如有)。對前述更改之申請及申請條件的批准與否，視乎有關付款計劃、折扣、贈品、財務優惠或利益的有效性和賣方的最終決定。  
If the Purchaser wishes to change the payment plan or change any of the selected discount(s), gift(s), financial advantage(s) or benefit(s) which requires update to the entry(ies) in the Register of Transactions, the Purchaser can apply to the Vendor for such change not earlier than 30 days after the date of signing of the preliminary agreement for sale and purchase but not later than 30 days before the date of settlement of the balance of the purchase price, and pay a handling fee of HK\$5,000 to the Vendor and bear all related solicitor's costs and disbursements (if any). The approval or disapproval of the aforesaid application for change and the application conditions are subject to the availability of the relevant payment plan(s), discount(s), gift(s), financial advantage(s) or benefit(s) and the final decision of the Vendor.
7. 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。  
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.
8. 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.
9. 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。  
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.

現有租客付款計劃 (3 年後)、現有租客付款計劃 (2 年至 3 年內)、現有租客付款計劃 (1 年至 2 年內) 及現有租客付款計劃 (1 年內)

**Sitting Tenant Payment Plan (after 3 years), Sitting Tenant Payment Plan (within 2 to 3 years), Sitting Tenant Payment Plan (within 1 to 2 years) and Sitting Tenant Payment Plan (within 1 year)**

1. 「租金回贈」優惠  
"Rental Rebate" Benefit

- (a) 賣方按照相關條款與細則，向買方提供租金回贈 (以下稱「**租金回贈**」)，金額以下：

Subject to the relevant terms and conditions, the Vendor offers to the Purchaser a rental rebate (the "**Rental Rebate**") in the amount as follows :-

<i>Payment plan</i> 付款計劃	<i>Date of purchase of the Property by the Purchaser</i> 買方購買該物業的日期	<i>Amount of Rental Rebate, being a certain percentage of the rent actually paid by the Purchaser (as lessee) under the Lease</i> 租金回贈的金額，即買方(作為承租人)實際於租約下已支付之租金的若干百分比
Sitting Tenant Payment Plan (within 1 year) 現有租客付款計劃 (1 年內)	Within 1 year from the commencement date of the term of the Lease 租約的租期起始日起計 1 年內	100%
Sitting Tenant Payment Plan (within 1 to 2 years) 現有租客付款計劃 (1 年至 2 年內)	After 1 year but within 2 years from the commencement date of the term of the Lease 租約的租期起始日起計 1 年後但 2 年內	100%
Sitting Tenant Payment Plan (within 2 to 3 years) 現有租客付款計劃 (2 年至 3 年內)	After 2 years from the commencement date of the term of the Lease 租約的租期起始日起計 2 年後	90%
Sitting Tenant Payment Plan (after 3 years) 現有租客付款計劃 (3 年後)	After 3 years from the commencement date of the term of the Lease 租約的租期起始日起計 3 年後	90%

- (b) 賣方會在該物業買賣完成時將租金回贈直接用於支付該物業售價的餘額。

The Rental Rebate will be applied towards settlement of the balance of purchase price directly upon completion of the sale and purchase of the Property.

- (c) 買方須履行下列各項條件以符合享有「租金回贈」的資格：

The Purchaser shall fulfill the following conditions for the entitlement of the Rental Rebate:-

- (i) 買方(作為承租人)與賣方(作為出租人)就買方購買的該物業已簽訂一份租約(格式及內容由賣方訂明)；  
the Purchaser (as lessee) has entered into the Lease (in such form and content as specified by the Vendor) with the Vendor (as lessor) in respect of the Property purchased by the Purchaser;
- (ii) 買方為該物業的現有租客；  
the Purchaser is the sitting tenant of the Property;
- (iii) 買方按照臨時合約的條款與細則，已簽署一份正式買賣合約(按賣方規定的格式及不得作出修改)(以下稱「**買賣合約**」)；  
the Purchaser has executed the formal agreement for sale and purchase of the Property (in the form prescribed by the Vendor without amendments) (the "**Agreement**") in accordance with the terms and conditions of the Preliminary Agreement;
- (iv) 沒有違反臨時合約及買賣合約的任何條款(包括但不限於任何未能繳付樓價之部份或餘額)；及  
there is no breach of any of the terms of the Preliminary Agreement and the Agreement (including without limitation any failure in making payment or part payment of the purchase price or balance of the purchase price); and
- (v) 該物業之買賣須按臨時合約及買賣合約於該物業之租期屆滿前完成，  
completion of the sale and purchase of the Property shall take place in accordance with the Preliminary Agreement and the Agreement on or before the expiration of the lease term of the Property,
- (vi) 買方在直至該物業的買賣完成日為止已妥為履行及遵守租約的條款及細則；  
the Purchaser has duly performed and observed the terms and conditions of the Lease up to the date of completion of the sale and purchase of the Property;
- (vii) 租約下沒有欠繳租金。  
there is no rental arrears under the Lease.

- (d) 租客租金回贈受其他條款及細則所約束。

The Rental Rebate is subject to other terms and conditions.

2. 現有租客折扣 (不適用於現有租客付款計劃 (3 年後))

Sitting Tenant Discount (not applicable to Sitting Tenant Payment Plan (after 3 years))

- (a) 賣方按照相關條款與細則，向買方提供現有租客折扣(以下稱「現有租客折扣」)，金額以下：

Subject to the relevant terms and conditions, the Vendor offers to the Purchaser a sitting tenant discount (the "Sitting Tenant Discount") in the amount as follows :-

<i>Payment plan</i> 付款計劃	<i>Date of purchase of the Property by the Purchaser</i> 買方購買該物業的日期	<i>Amount of Sitting Tenant Discount, as a percentage of the Option Price specified in the Lease</i> 現有租客折扣的金額，即租約中訂明的認購價的若干百分比
Sitting Tenant Payment Plan (within 1 year) 現有租客付款計劃 (1 年內)	Within 1 year from the commencement date of the term of the Lease 租約的租期起始日起計 1 年內	13%
Sitting Tenant Payment Plan (within 1 to 2 years) 現有租客付款計劃 (1 年至 2 年內)	After 1 year but within 2 years from the commencement date of the term of the Lease 租約的租期起始日起計 1 年後但 2 年內	9%
Sitting Tenant Payment Plan (within 2 to 3 years) 現有租客付款計劃 (2 年至 3 年內)	After 2 years from the commencement date of the term of the Lease 租約的租期起始日起計 2 年後	3%

- (b) 為免疑問，現有租客折扣將直接反映在該物業的樓價中，即買方在填寫招標文件的要約表格內的投標價時，需自行將租約中訂明的認購價扣減其可獲得的(如有)現有租客折扣，作為投標價。賣方在考慮是否接納買方對該物業的承投之時，會將買方可獲得的(如有)現有租客折扣納入考慮因素之一。賣方將不會以任何其他方式提供現有租客折扣。如因買方在填寫投標價時沒有自行扣減其可獲得的(如有)現有租客折扣，而令買方未能享用其可獲得的(如有)現有租客折扣或任何部份，買方將不會因此獲得任何賠償。

For the avoidance of doubt, the Sitting Tenant Discount shall be reflected directly in the purchase price of the Property. It means that when filling in the Tender Price in the Offer Form of the Tender Document, the Purchaser shall deduct the Sitting Tenant Discount (if any) that he/she/it/they may have from the Option Price specified in the Lease to calculate the Tender Price. The Vendor will take into account the Sitting Tenant Discount (if any) that the Purchaser may have as one of the factors in considering whether to accept the Purchaser's tender of the Property. The Vendor will not offer the Sitting Tenant Discount in any other manner. If the Purchaser is unable to enjoy the Sitting Tenant Discount (if any) that he/she/it/they may have or any part thereof because the Purchaser does not deduct the Sitting Tenant Discount (if any) that he/she/it/they may have when filling in the Tender Price, the Purchaser will not be entitled to any compensation therefor.

- (c) 買方須履行下列各項條件以符合享有「現有租客折扣」的資格：

The Purchaser shall fulfill the following conditions for the entitlement of the Sitting Tenant Discount :-

- (i) 買方(作為承租人)與賣方(作為出租人)就買方購買的該物業已簽訂一份租約(格式及內容由賣方訂明)；  
the Purchaser (as lessee) has entered into the Lease (in such form and content as specified by the Vendor) with the Vendor (as lessor) in respect of the Property purchased by the Purchaser;
- (ii) 買方為該物業的現有租客；  
the Purchaser is the sitting tenant of the Property;
- (iii) 買方在直至該物業的臨時合約的日期為止已妥為履行及遵守租約的條款及細則；  
the Purchaser has duly performed and observed the terms and conditions of the Lease up to the date of the Preliminary Agreement of the Property;
- (iv) 租約下沒有欠繳租金。  
there is no rental arrears under the Lease.

- (d) 現有租客折扣受其他條款及細則所約束。

The Sitting Tenant Discount is subject to other terms and conditions.

3. 送贈家具優惠 (只適用於洋房 3 號之買方)

Free Furniture Offer (only applicable to the Purchaser of House 3)

- (1) 購買洋房 3 號之買方可免費獲贈現時於該單位內展示的裝飾、物件和家具(統稱為「該家具」)。

The Purchaser of House 3 will be provided with the decoration, items and furniture (collectively the "Furniture") currently displayed at that Unit free of charge.

- (2) 賣方或其代表不會就該家具作出任何保證、保養或陳述，更不會就其狀況、狀態、品質及性能，及其是否或會否在可運作狀態作出任何保證、保養或陳述。該家具將於住宅物業成交日或(如買方已使用提前入住優惠)住宅物業的管有權交予買方的日期(以較早者計)以成交時或交予管有權時(視乎情況而定)之狀況連同住宅物業交予買方。任何情況下，買方不得就該家具提出任何異議或質詢。本優惠受其他條款及細則約束。

No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect regarding the Furniture. In particular, no warranty, maintenance or representation whatsoever is given as to the condition, state, quality

or fitness of any of the Furniture or as to whether any of the Furniture is or will be in working condition. The Furniture will be delivered to the Purchaser upon completion of the sale and purchase of the residential property or (if the Purchaser has utilized the Early Move-in Benefit) the date when possession of the residential property is delivered to the Purchaser (whichever is earlier) in such condition as at completion or delivery of possession (as the case may be) together with the residential property. In any event, no objection or requisitions whatsoever shall be raised by the Purchaser in respect of the Furniture.

### 30 日付款計劃 及 180 日付款計劃

#### 30-day Payment Plan and 180-day Payment Plan

##### 1. 認購一個住宅停車位的權利(適用於如買方只連同住宅物業購買一個住宅停車位)

Option to purchase one Residential Parking Space (Applicable if the Purchaser only purchases one residential parking space together with the residential property)

- (a) 買方可享有認購該發展項目內的一個住宅停車位的權利。買方可根據賣方日後公佈的住宅停車位之銷售安排所規定的時限及方法行使其認購一個住宅停車位的權利。

The Purchaser is entitled to have an option to purchase one residential parking space in the Development. The Purchaser can exercise his/her/its option to purchase one residential parking space in accordance with time limit and manner as prescribed by the sales arrangement of the residential parking spaces to be announced by the Vendor.

- (b) 如買方不根據賣方日後公佈的住宅停車位之銷售安排行使其認購一個住宅停車位的權利，其認購一個住宅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 one residential parking space in accordance with time limit and manner prescribed by the sales arrangement of the residential parking spaces to be announced by the Vendor, the option to purchase one residential parking space shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.

- (c) 住宅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 parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later.

##### 2. 認購兩個住宅停車位的權利(適用於如買方沒有連同住宅物業購買任何住宅停車位)

Option to purchase two Residential Parking Spaces (Applicable if the Purchaser does not purchase any residential parking space together with the residential property)

- (a) 買方可享有認購該發展項目內的兩個住宅停車位的權利。買方可根據賣方日後公佈的住宅停車位之銷售安排所規定的時限及方法行使其認購兩個住宅停車位的權利。

The Purchaser is entitled to have an option to purchase two residential parking spaces in the Development. The Purchaser can exercise his/her/its option to purchase two residential parking spaces in accordance with time limit and manner as prescribed by the sales arrangement of the residential parking spaces to be announced by the Vendor.

- (b) 如買方不根據賣方日後公佈的住宅停車位之銷售安排行使其認購兩個住宅停車位的權利，其認購兩個住宅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 two residential parking spaces in accordance with time limit and manner prescribed by the sales arrangement of the residential parking spaces to be announced by the Vendor, the option to purchase two residential parking spaces shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.

- (c) 住宅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 parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later.

##### 3. 送贈家具優惠 (只適用於洋房 3 號之買方)

Free Furniture Offer (only applicable to the Purchaser of House 3)

- (1) 購買洋房 3 號之買方可免費獲贈現時於該洋房內展示的裝飾、物件和家具(統稱為「該家具」)。

The Purchaser of House 3 will be provided with the decoration, items and furniture (collectively the “**Furniture**”) currently displayed at that House free of charge.

- (2) 賣方或其代表不會就該家具作出任何保證、保養或陳述，更不會就其狀況、狀態、品質及性能，及其是否或會否在可運作狀態作出任何保證、保養或陳述。該家具將於住宅物業成交日或(如買方已使用提前入住優惠)住宅物業的管有權交予買方的日期(以較早者計)以成交時或交予管有權時(視乎情況而定)之狀況連同住宅物業交予買方。任何情況下，買方不得就該家具提出任何異議或質詢。本優惠受其他條款及細則約束。

No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect regarding the Furniture. In particular, no warranty, maintenance or representation whatsoever is given as to the condition, state, quality or fitness of any of the Furniture or as to whether any of the Furniture is or will be in working condition. The Furniture will be delivered to the Purchaser upon completion of the sale and purchase of the residential property or (if the Purchaser has utilized the Early Move-in Benefit) the date when possession of the residential property is delivered to the Purchaser (whichever is earlier) in such condition as at completion or delivery of possession (as the case may be) together with the residential property. In any event, no objection or requisitions whatsoever shall be raised by the Purchaser in respect of the Furniture.

## 360 日付款計劃

### 360-day Payment Plan

#### 1. 提前入住優惠

##### Early Move-in Benefit

- (a) 在買方滿足及完成本段的先決條件及任何其他由賣方施加的條款及條件，賣方可給予買方許可證以准許買方以許可人的身份在該物業買賣交易完成前佔用該物業。

Subject to the conditions precedent in this paragraph being satisfied by the Purchaser and any other terms and conditions as shall be imposed by the Vendor, the Vendor may grant a licence to the Purchaser to occupy the Property as a licensee prior to the completion of sale and purchase of the Property.

- (b) 買方必須簽署許可協議（格式及內容由賣方訂明，買方不得要求任何修改），主要條款如下：

The Purchaser shall sign a Licence Agreement (in such form and content as the Vendor may prescribe and the Purchaser shall not be allowed to make any amendment thereto), the principal terms of which are as follows:

- A. 許可佔用期由許可協議指明的日期開始(不得早於接納書日期後180天)，並於成交日期或在接納書日期後360天內(以較早者為準)終止。

The licence period shall commence from the date as specified in the Licence Agreement (which shall not be earlier than 180 days after the date of Letter of Acceptance) and shall end upon the completion date or within 360 days after the date of Letter of Acceptance (whichever is earlier);

- B. 買方在許可佔用期須向賣方支付之許可費用為樓價2%（3號洋房之買方須向賣方支付的許可費用為樓價5%）。

The licence fee payable by the Purchaser to the Vendor for the licence period shall be equivalent to 2% of the purchase price (the licence fee of House 3 payable by the Purchaser to the Vendor shall be equivalent to 5% of the purchase price);

- C. 賣方會在物業買賣完成時將許可費用直接用於支付部份樓價餘額，但前提是：

- (a) 買方已根據買賣合約完成物業買賣；  
(b) 許可費用已依照許可協議訂定的日期付清；及  
(c) 許可協議的條款及條件已獲全面遵守。

為免存疑，如不符合本第C款規定的任何條件，賣方不會將許可費用用於支付部份樓價餘額，買方不能向賣方提出任何索償要求退還許可費用或其任何部分或其任何利息。

The licence fee shall be applied by the Vendor towards settlement of part of the balance of purchase price of the Property upon completion of the sale and purchase subject to the fulfillment of the following conditions:-

- (a) the Purchaser having duly completed the purchase of the Property in accordance with the terms and conditions of the sale and purchase agreement;  
(b) the licence fee has been paid in the manner as set out in the licence agreement; and  
(c) the terms and conditions of the licence agreement have been complied with in all respects.

For the avoidance of doubt, in the event that any one of the conditions stipulated under this paragraph C is not fulfilled, the Vendor shall not apply the licence fee towards settlement of part of the balance of the purchase price of the Property and the Purchaser shall have no claim whatsoever against the Vendor for any refund of the licence fee or any part thereof or any interest thereon.

- D. 在許可佔用期內，買方須負責該物業之管理費、地租、差餉及所有其他雜費(統稱「相關開支」)。

The Purchaser shall be responsible for management fees, Government rent and rates, and all other outgoings and expenses of the Property (collectively “**Relevant Expenses**”) during the licence period.

- E. 在許可佔用期內，買方須支付為該物業提供的任何公用事業服務的所有按金，以及支付該物業之所有公用事業服務收費。為免疑問，公用事業服務的按金及收費並不構成相關開支的一部分。

The Purchaser shall pay all deposits payable in respect of the supply of any utility to the Property and pay all utility charges for the Property during the licence period. For the avoidance of doubt, the utility deposits and utility charges do not form part of the Relevant Expenses.

- (c) 於簽署許可協議時，買方必須已向賣方繳付不少於15%的樓價。

Upon signing of the Licence Agreement, the Purchaser shall have paid not less than 15% of the purchase price to the Vendor.

- (d) 買方須承擔所有就許可協議的準備和簽署而產生的所有法律費用及開支及所有就許可協議而產生的印花稅（如有）及印花稅裁定費。

All legal costs and expenses arising from the preparation and execution of the Licence Agreement and all stamp duty (if any) and adjudication fee arising from the Licence Agreement shall be solely borne by the Purchaser.

- (e) 提前入住優惠受任何其他由賣方施加的條款及細則約束。

The Early Move-in Benefit is subject to any other terms and conditions as shall be imposed by the Vendor.

#### 2. 認購一個住宅停車位的權利(適用於如買方只連同住宅物業購買一個住宅停車位)

Option to purchase one Residential Parking Space (Applicable if the Purchaser only purchases one residential parking space together with the residential property)

- (a) 買方可享有認購該發展項目內的一個住宅停車位的權利。買方可根據賣方日後公佈的住宅停車位之銷售安排所規定的時限及方法行使其認購一個住宅停車位的權利。

The Purchaser is entitled to have an option to purchase one residential parking space in the Development. The Purchaser can exercise his/her/its option to purchase one residential parking space in accordance with time limit and manner as prescribed by the sales arrangement of the residential parking spaces to be announced by the Vendor.

- (b) 如買方不根據賣方日後公佈的住宅停車位之銷售安排行使其認購一個住宅停車位的權利，其認購一個住宅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 one residential parking space in accordance with time limit and manner prescribed by the sales arrangement of the residential parking spaces to be announced by the Vendor, the option to purchase one residential parking space shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.

- (c) 住宅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 parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later.

3. 認購兩個住宅停車位的權利(適用於如買方沒有連同住宅物業購買任何住宅停車位)

Option to purchase two Residential Parking Spaces (Applicable if the Purchaser does not purchase any residential parking space together with the residential property)

- (a) 買方可享有認購該發展項目內的兩個住宅停車位的權利。買方可根據賣方日後公佈的住宅停車位之銷售安排所規定的時限及方法行使其認購兩個住宅停車位的權利。

The Purchaser is entitled to have an option to purchase two residential parking spaces in the Development. The Purchaser can exercise his/her/its option to purchase two residential parking spaces in accordance with time limit and manner as prescribed by the sales arrangement of the residential parking spaces to be announced by the Vendor.

- (b) 如買方不根據賣方日後公佈的住宅停車位之銷售安排行使其認購兩個住宅停車位的權利，其認購兩個住宅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 two residential parking spaces in accordance with time limit and manner prescribed by the sales arrangement of the residential parking spaces to be announced by the Vendor, the option to purchase two residential parking spaces shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.

- (c) 住宅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 parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later.

4. 送贈家具優惠(只適用於洋房3號之買方)

Free Furniture Offer (only applicable to the Purchaser of House 3)

- (1) 購買洋房3號之買方可免費獲贈現時於該洋房內展示的裝飾、物件和家具(統稱為「該家具」)。

The Purchaser of House 3 will be provided with the decoration, items and furniture (collectively the "Furniture") currently displayed at that House free of charge.

- (2) 賣方或其代表不會就該家具作出任何保證、保養或陳述，更不會就其狀況、狀態、品質及性能，及其是否或會否在可運作狀態作出任何保證、保養或陳述。該家具將於住宅物業成交日或(如買方已使用提前入住優惠)住宅物業的管有權交予買方的日期(以較早者計)以成交時或交予管有權時(視乎情況而定)之狀況連同住宅物業交予買方。任何情況下，買方不得就該家具提出任何異議或質詢。本優惠受其他條款及細則約束。

No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect regarding the Furniture. In particular, no warranty, maintenance or representation whatsoever is given as to the condition, state, quality or fitness of any of the Furniture or as to whether any of the Furniture is or will be in working condition. The Furniture will be delivered to the Purchaser upon completion of the sale and purchase of the residential property or (if the Purchaser has utilized the Early Move-in Benefit) the date when possession of the residential property is delivered to the Purchaser (whichever is earlier) in such condition as at completion or delivery of possession (as the case may be) together with the residential property. In any event, no objection or requisitions whatsoever shall be raised by the Purchaser in respect of the Furniture.

## 720 日付款計劃

### 720-day Payment Plan

#### 1. 提前入住優惠

Early Move-in Benefit

- (a) 在買方滿足及完成本段的先決條件及任何其他由賣方施加的條款及條件，賣方可給予買方許可證以准許買方以許可人的身份在該物業買賣交易完成前佔用該物業。

Subject to the conditions precedent in this paragraph being satisfied by the Purchaser and any other terms and conditions as shall be imposed by the Vendor, the Vendor may grant a licence to the Purchaser to occupy the Property as a licensee prior to the completion of sale and purchase of the Property.

- (b) 買方必須簽署許可協議(格式及內容由賣方訂明，買方不得要求任何修改)，主要條款如下：

The Purchaser shall sign a Licence Agreement (in such form and content as the Vendor may prescribe and the Purchaser shall not be allowed to make any amendment thereto), the principal terms of which are as follows:

- A. 許可佔用期由許可協議指明的日期開始(不得早於接納書日期後180天)，並於成交日期或在接納書日期後720天內(以較早

者為準)終止。

The licence period shall commence from the date as specified in the Licence Agreement (which shall not be earlier than 180 days after the date of Letter of Acceptance) and shall end upon the completion date or within 720 days after the date of Letter of Acceptance (whichever is earlier);

- B. 買方在許可佔用期須向賣方支付之許可費用為樓價2% (3號洋房之買方須向賣方支付的許可費用為樓價5%)。  
The licence fee payable by the Purchaser to the Vendor for the licence period shall be equivalent to 2% of the purchase price (the licence fee of House 3 payable by the Purchaser to the Vendor shall be equivalent to 5% of the purchase price);
- C. 賣方會在物業買賣完成時將許可費用直接用於支付部份樓價餘額，但前提是：  
(a) 買方已根據買賣合約完成物業買賣；  
(b) 許可費用已依照許可協議訂定的日期付清；及  
(c) 許可協議的條款及條件已獲全面遵守。  
為免存疑，如不符合本第C款規定的任何條件，賣方不會將許可費用用於支付部份樓價餘額，買方不能向賣方提出任何索償要求退還許可費用或其任何部分或其任何利息。  
The licence fee shall be applied by the Vendor towards settlement of part of the balance of purchase price of the Property upon completion of the sale and purchase subject to the fulfillment of the following conditions:-  
(a) the Purchaser having duly completed the purchase of the Property in accordance with the terms and conditions of the sale and purchase agreement;  
(b) the licence fee has been paid in the manner as set out in the licence agreement; and  
(c) the terms and conditions of the licence agreement have been complied with in all respects.  
For the avoidance of doubt, in the event that any one of the conditions stipulated under this paragraph C is not fulfilled, the Vendor shall not apply the licence fee towards settlement of part of the balance of the purchase price of the Property and the Purchaser shall have no claim whatsoever against the Vendor for any refund of the licence fee or any part thereof or any interest thereon.
- D. 在許可佔用期內，買方須負責該物業之管理費、地租、差餉及所有其他雜費(統稱「相關開支」)。  
The Purchaser shall be responsible for management fees, Government rent and rates, and all other outgoings and expenses of the Property (collectively “**Relevant Expenses**”) during the licence period.
- E. 在許可佔用期內，買方須支付為該物業提供的任何公用事業服務的所有按金，以及支付該物業之所有公用事業服務收費。  
為免疑問，公用事業服務的按金及收費並不構成相關開支的一部分。  
The Purchaser shall pay all deposits payable in respect of the supply of any utility to the Property and pay all utility charges for the Property during the licence period. For the avoidance of doubt, the utility deposits and utility charges do not form part of the Relevant Expenses.

(c) 於簽署許可協議時，買方必須已向賣方繳付不少於15%的樓價。

Upon signing of the Licence Agreement, the Purchaser shall have paid not less than 15% of the purchase price to the Vendor.

(d) 買方須承擔所有就許可協議的準備和簽署而產生的所有法律費用及開支及所有就許可協議而產生的印花稅(如有)及印花稅裁定費。

All legal costs and expenses arising from the preparation and execution of the Licence Agreement and all stamp duty (if any) and adjudication fee arising from the Licence Agreement shall be solely borne by the Purchaser.

(e) 提前入住優惠受任何其他由賣方施加的條款及細則約束。

The Early Move-in Benefit is subject to any other terms and conditions as shall be imposed by the Vendor.

2. 認購一個住宅停車位的權利(適用於如買方只連同住宅物業購買一個住宅停車位)

Option to purchase one Residential Parking Space (Applicable if the Purchaser only purchases one residential parking space together with the residential property)

(a) 買方可享有認購該發展項目內的一個住宅停車位的權利。買方可根據賣方日後公佈的住宅停車位之銷售安排所規定的時限及方法行使其認購一個住宅停車位的權利。

The Purchaser is entitled to have an option to purchase one residential parking space in the Development. The Purchaser can exercise his/her/its option to purchase one residential parking space in accordance with time limit and manner as prescribed by the sales arrangement of the residential parking spaces to be announced by the Vendor.

(b) 如買方不根據賣方日後公佈的住宅停車位之銷售安排行使其認購一個住宅停車位的權利，其認購一個住宅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 one residential parking space in accordance with time limit and manner prescribed by the sales arrangement of the residential parking spaces to be announced by the Vendor, the option to purchase one residential parking space shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.

(c) 住宅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 parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later.

3. 認購兩個住宅停車位的權利(適用於如買方沒有連同住宅物業購買任何住宅停車位)

Option to purchase two Residential Parking Spaces (Applicable if the Purchaser does not purchase any residential parking space together with the residential property)

- (a) 買方可享有認購該發展項目內的兩個住宅停車位的權利。買方可根據賣方日後公佈的住宅停車位之銷售安排所規定的時限及方法行使其認購兩個住宅停車位的權利。

The Purchaser is entitled to have an option to purchase two residential parking spaces in the Development. The Purchaser can exercise his/her/its option to purchase two residential parking spaces in accordance with time limit and manner as prescribed by the sales arrangement of the residential parking spaces to be announced by the Vendor.

- (b) 如買方不根據賣方日後公佈的住宅停車位之銷售安排行使其認購兩個住宅停車位的權利，其認購兩個住宅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 two residential parking spaces in accordance with time limit and manner prescribed by the sales arrangement of the residential parking spaces to be announced by the Vendor, the option to purchase two residential parking spaces shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.

- (c) 住宅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 parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later.

4. 送贈家具優惠 (只適用於洋房 3 號之買方)

Free Furniture Offer (only applicable to the Purchaser of House 3)

- (1) 購買洋房 3 號之買方可免費獲贈現時於該洋房內展示的裝飾、物件和家具(統稱為「該家具」)。

The Purchaser of House 3 will be provided with the decoration, items and furniture (collectively the “Furniture”) currently displayed at that House free of charge.

- (2) 賣方或其代表不會就該家具作出任何保證、保養或陳述，更不會就其狀況、狀態、品質及性能，及其是否或會否在可運作狀態作出任何保證、保養或陳述。該家具將於住宅物業成交日或(如買方已使用提前入住優惠)住宅物業的管有權交予買方的日期(以較早者計)以成交時或交予管有權時(視乎情況而定)之狀況連同住宅物業交予買方。任何情況下，買方不得就該家具提出任何異議或質詢。本優惠受其他條款及細則約束。

No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect regarding the Furniture. In particular, no warranty, maintenance or representation whatsoever is given as to the condition, state, quality or fitness of any of the Furniture or as to whether any of the Furniture is or will be in working condition. The Furniture will be delivered to the Purchaser upon completion of the sale and purchase of the residential property or (if the Purchaser has utilized the Early Move-in Benefit) the date when possession of the residential property is delivered to the Purchaser (whichever is earlier) in such condition as at completion or delivery of possession (as the case may be) together with the residential property. In any event, no objection or requisitions whatsoever shall be raised by the Purchaser in respect of the Furniture.