Tender No.: 招標號碼: CP-07B

#### TENDER DOCUMENT

#### INVITATION FOR PURCHASE OF PROPERTY

#### BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of those properties in

# Central Peak of Phase 1 of Central Peak Development

1	Manor A on 3rd Floor (including the utility platform and the balcony thereof) of Alpex I of						
	Phase 1 of Central Peak Development, No. 18 Stubbs Road, Hong Kong						
	One Car Parking Space on Basement 2 Floor						
2	Manor B on 3rd Floor (including the utility platform and the balcony thereof) of Alpex I of Phase						
	1 of Central Peak Development, No. 18 Stubbs Road, Hong Kong						
	One Car Parking Space on Basement 2 Floor						
3	Manor A on 5th Floor (including the utility platform and the balcony thereof) of Alpex III of						
	Phase 1 of Central Peak Development, No. 18 Stubbs Road, Hong Kong						
	One Car Parking Space on Basement 2 Floor						
4	Manor A on 5th Floor (including the utility platform and the balcony thereof) of Everex II of						
	Phase 1 of Central Peak Development, No. 18 Stubbs Road, Hong Kong						
	One Car Parking Space on Basement 2 Floor						
5	Manor B on 5th Floor (including the utility platform and the balcony thereof) of Everex II of						
	Phase 1 of Central Peak Development, No. 18 Stubbs Road, Hong Kong						
	One Car Parking Space on Basement 2 Floor						

(unless previously withdrawn or sold)

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

**Vendor:** Wisecity Development Limited

45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong

Enquiry Hotline: 3119 0008

Vendor's solicitors: Woo Kwan Lee & Lo

Room 2801, 28th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong

Kong

Mayer Brown

16th – 19th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong

Tender No.: 招標號碼: CP-07B

## 招標文件

## 公開招標承投購買物業

## 現招標承投購買

# Central Peak 發展項目的第1期 Central Peak

1	Central Peak 發展項目的第 1 期 Alpex I 3 樓 Manor A (包括其工作平台及露台)
	地庫2層的一個停車位
2	Central Peak 發展項目的第 1 期 Alpex I 3 樓 Manor B (包括其工作平台及露台)
	地庫2層的一個停車位
3	Central Peak 發展項目的第 1 期 Alpex III 5 樓 Manor A (包括其工作平台及露台)
	地庫2層的一個停車位
4	Central Peak 發展項目的第 1 期 Everex II 5 樓 Manor A (包括其工作平台及露台)
	地庫2層的一個停車位
5	Central Peak 發展項目的第 1 期 Everex II 5 樓 Manor B (包括其工作平台及露台)
	地庫2層的一個停車位

(但若在招標截止時限之前物業已被撤回或出售則除外)

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

賣方: 偉城發展有限公司

香港灣仔港灣道30號新鴻基中心45樓

查詢熱線:3119 0008

賣方律師: 胡關李羅律師行

香港灣仔港灣道 30 號新鴻基中心 28 字樓 2801 室

孖士打律師行

香港中環遮打道 10 號太子大廈 16 樓至 19 樓

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## PART 1: TENDER NOTICE

## 1. <u>Definitions</u>

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

"Acceptance Period" means the period between (i) the Tender Commencement

Date and Time and (ii) the date which is the one hundred and fiftieth (150th) working day after the closing date of the tender, applicable to the relevant Properties for Tender (both

dates inclusive);

"Agreement" means the formal agreement for sale and purchase of the

Property to be executed by the Vendor and the Purchaser in

accordance with clause 5 of the Conditions of Sale;

"Conditions of Sale" means the Conditions of Sale set out in the Second Schedule

to the Offer Form;

"Letter of Acceptance" means the Vendor's letter regarding acceptance of the

Tenderer's tender pursuant to paragraph 3.2 of the Tender

Notice;

"Offer Form" means each of the Offer Forms set out in Part 2 of this Tender

Document, but excluding its Annex;

"**Phase**" means Phase 1 of Central Peak Development;

"Property" means, if and when the offer contained in the Offer Form is

accepted by the Vendor, the Tendered Property specified in

the Offer Form;

"Properties for Tender" means collectively the following:-

### Property 1

 Manor A on 3/F (including the utility platform and the balcony thereof) of Alpex I of Phase 1 of Central Peak Development, No. 18 Stubbs Road, Hong Kong; and

One of the Car Parking Spaces on Basement 2 Floor of Phase 1 of Central Peak Development, No. 18 Stubbs Road, Hong Kong (see "List A – Car Parking Spaces" below)

### Property 2

- Manor B on 3/F (including the utility platform and the balcony thereof) of Alpex I of Phase 1 of Central Peak Development, No. 18 Stubbs Road, Hong Kong; and
- One of the Car Parking Spaces on Basement 2 Floor of Phase 1 of Central Peak Development, No. 18 Stubbs Road, Hong Kong (see "List A – Car Parking Spaces" below)

#### Property 3

- Manor A on 5/F (including the utility platform and the balcony thereof) of Alpex III of Phase 1 of Central Peak Development, No. 18 Stubbs Road, Hong Kong; and
- One of the Car Parking Spaces on Basement 2 Floor of Phase 1 of Central Peak Development, No. 18 Stubbs Road, Hong Kong (see "List A – Car Parking Spaces" below)

## Property 4

- Manor A on 5/F (including the utility platform and the balcony thereof) of Everex II of Phase 1 of Central Peak Development, No. 18 Stubbs Road, Hong Kong; and
- One of the Car Parking Spaces on Basement 2 Floor of Phase 1 of Central Peak Development, No. 18 Stubbs Road, Hong Kong (see "List B – Car Parking Spaces" below)

### Property 5

- Manor B on 5/F (including the utility platform and the balcony thereof) of Everex II of Phase 1 of Central Peak Development, No. 18 Stubbs Road, Hong Kong; and
- One of the Car Parking Spaces on Basement 2 Floor of Phase 1 of Central Peak Development, No. 18 Stubbs Road, Hong Kong (see "List B – Car Parking Spaces" below)

## <u>List A – Car Parking Spaces</u>

 Car Parking Spaces Nos. 30, 31 and 32 on Basement 2 Floor of Phase 1 of Central Peak Development, No. 18 Stubbs Road, Hong Kong

## <u>List B – Car Parking Spaces</u>

Car Parking Spaces Nos. 51, 52 and 53 on Basement 2
 Floor of Phase 1 of Central Peak Development, No. 18
 Stubbs Road, Hong Kong

means, if and when the offer contained in the Offer Form is accepted by the Vendor, the Tender Price specified in the Offer Form:

means the successful Tenderer whose tender in respect of the Property is accepted by the Vendor;

means any one or more of the Information on Sales Arrangements for sale by tender issued by the Vendor for Central Peak of Phase 1 of Central Peak Development from time to time (as the same may be revised by the Vendor from time to time);

9/F, One International Finance Centre, 1 Harbour View Street, Hong Kong;

means, in respect of each Property for Tender, the tender

"Purchase Price"

"Purchaser"

"Sales Arrangements"

"Sales Office"

"Tender Closing Date and

Time" closing date(s) and time(s) applicable to that Property for

Tender as set out in the Sales Arrangement;

"Tender Commencement

Date and Time"

means, in respect of each Property for Tender, the tender commencement date(s) and time(s) applicable to that Property

for Tender as set out in the Sales Arrangement;

"Tender Document" means this Tender Document comprising :-

(i) the Tender Notice and the Appendices;

(ii) the Offer Form(s); and

(iii) the Annex to the Offer Form(s);

"Tender Notice" means the Tender Notice set out in Part 1 of this Tender

Document;

"Tender Period" means, in respect of each Property for Tender, the period

between the Tender Commencement Date and Time and

Tender Closing Date and Time;

"Tender Price" means the price tendered for the Property as specified in the

First Schedule to the Offer Form;

"Tendered Property" means the property specified in the First Schedule to the Offer

Form;

"Tenderer" means the person who is specified in the First Schedule to

each Offer Form as the tenderer;

"Vendor" means Wisecity Development Limited; and

"Vendor's solicitors" means any one of the following firms to be designated by the

Vendor at its sole and absolute discretion:-

Woo Kwan Lee & Lo

Mayer Brown

#### 2. <u>Procedures of Tender</u>

- 2.1 The Vendor invites tenders for the purchase of the Properties 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 and Time, 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 Properties for Tender from sale or to sell or dispose all or any of the Properties 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 any of the Properties for Tender, remove any property from/add any property to the Properties for Tender and to modify, amend or revise any part of the Tender Document. Please refer to the Sales Arrangements issued from time to time for any adjustment of the Tender Closing Date and Time applicable to any of the Properties for Tender and any property removed from or added to the Properties for Tender. Any modification,

amendment or revision of the Tender Document will be posted at the Sales Office. The Vendor is not obliged to separately notify the Tenderers of such adjustment, modification, amendment or revision.

- 2.6 Tenderers should note the Vendor's solicitors do not act for any Tenderer in the process of this tender.
- 2.7 The Tenderer(s) should submit his/her/their tender(s) together in the following manner:-
  - (a) by submission of the following items:-

## (i) Tender Document with the Offer Form(s)

Offer Form (Part 2 of the Tender Document) for each of the Tendered Properties duly completed, dated and signed. Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form. For the avoidance of doubt, a Tenderer may submit more than one (1) Offer Form.

#### (ii) Cashier order(s) and/or cheque(s)

In respect of each Tendered Property, 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 amount equal to 5% of the Tender Price of such Tendered Property and made payable to "Woo Kwan Lee & Lo" Provided That the following minimum amount shall be paid by cashier order(s):

Amount of 5% of Tender Price	Minimum amount to be paid by cashier order(s)
HK\$5,000,000 or above	HK\$5,000,000
Less than HK\$5,000,000 but not less than HK\$4,000,000	HK\$4,000,000
Less than HK\$4,000,000 but not less than HK\$3,000,000	HK\$3,000,000
Less than HK\$3,000,000	HK\$2,000,000

### (iii) Tenderer(s)' identification document(s)

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

If the Tenderer(s) is/are corporation(s), copies of the Certificate of Incorporation and the Business Registration Certificate of the Tenderer(s) and copies of the latest register of directors and annual return of the Tenderer(s).

## (iv) <u>Intermediary's licence (if applicable)</u>

If the Tenderer(s) has/have appointed estate agent(s), a copy of licence of the estate agent(s) appointed by the Tenderer(s).

### (v) <u>Documents in Annex to the Offer Form of each of the Tendered Properties</u>

Documents in Annex to the Offer Form of each of the Tendered Properties duly completed and signed.

- (1) Measurements of the Tendered Property
- (2) Warning to Purchasers
- (3) Acknowledgement Letter Regarding Stamp Duty
- (4) Acknowledgement Letter Regarding Operation of Gondola

- (5) Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited Personal Information Collection Statement
- (6) SHKP Club Application Form
- (7) (For Tenderer electing Stamp Duty Express only) Letter Regarding Stamp Duty Express
- (8) Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers
- (9) Vendor's Information Form
- (10) Acknowledgement Letter Regarding Viewing of Property
- (11) Acknowledgement Letter Regarding Car Parking Space(s)
- (12) Acknowledgement Letter Regarding Free Furniture Offer
- (13) (For Tenderer applying for Financing Plan(s) only) Acknowledgement Letter Regarding Financing Plans

Please do <u>NOT</u> date any of the documents mentioned in this sub-paragraph (v) (save and except that if the Tenderer(s) wishes to apply for SHKP Club Membership upon tender submission, the SHKP Club Application Form should be dated).

- (b) all items under sub-paragraph (a) above shall be enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "Central Peak"; and
- (c) placed in the Tender Box labelled "**Public Tender For Central Peak**" placed at the Sales Office during the Tender Period.
- 2.8 All cashier order(s) and/or cheque(s) forwarded by the Tenderer(s) will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier order(s) and/or cheque(s) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other cashier orders and/or cheque(s) will be returned by personal delivery or by post, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the Hong Kong correspondence address stated in their tenders.
- 2.9 (a) The Tenderer must sign the Offer Form and other documents either (i) personally (if the Tenderer is a corporation, by its director) and shall be deemed to be acting as a principal or (ii) by his attorney in which event the Tenderer shall execute a Power of Attorney in form and substance satisfactory to the Vendor in the presence of a Hong Kong practising solicitor. If the Power of Attorney is executed by the Tenderer outside Hong Kong, the Power of Attorney shall be witnessed by:-
  - (i) a Hong Kong practising solicitor; or
  - (ii) a notary public, and with the Power of Attorney legalized by apostille or by the Chinese Embassy (as the case may be).
  - (b) If the Tenderer is a corporation, 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 regarding the acceptance of tender and return of cashier order(s) and/or cheque(s).
- 2.10 (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, the Tenderer is not entitled to withdraw and shall not 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 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 attorney on his behalf:-
  - (i) the Vendor's solicitors may not act for the Purchaser in the sale and purchase of the Property and the Purchaser shall instruct his own solicitors to act for him;
  - (ii) the Purchaser shall execute a Power of Attorney in form and substance satisfactory to the Vendor in the presence of a Hong Kong practising solicitor. If the Power of Attorney is executed by the Purchaser outside Hong Kong, the Power of Attorney shall be witnessed by:-
    - a Hong Kong practising solicitor; or
    - a notary public, and with the Power of Attorney legalized by apostille or by the Chinese Embassy (as the case may be).

It is advisable to execute a fresh Power of Attorney if the previous Power of Attorney was executed for more than 12 months ago.

(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. <u>Miscellaneous</u>

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property. All enquiries should be directed to Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited of 45<sup>th</sup> Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Enquiry Hotline: +(852) 3119 0008). For the avoidance of doubt, Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited is not the agent of the Purchaser.
- 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 nonconforming 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 this Tender Document unless the context otherwise requires (i) words and expressions importing the masculine, feminine or neuter gender include every other gender, (ii) words and expressions in the singular include the plural, and words and expressions in the plural include the singular and (iii) words and expressions shall extend to the grammatical variations and cognate expressions of such words and expressions.
- 4.5 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.

# 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(i)招標開始日期及時間至(ii)招標截止日期後的第一

百五十個工作日,適用於有關的招標物業(包括首尾兩

∃);

「正式合約」 指賣方與買方根據出售條款第5條擬簽訂的該物業的正

式買賣合約;

「出售條款」 指要約表格附表 2 所列的出售條款;

「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2部份的每一份要約表格,但不包括其

附件;

「期數」 指 Central Peak 發展項目的第 1 期;

「該物業」
指如果及一旦要約表格所載的要約獲得賣方接納時,要

約表格中指明的投標物業;

## 物業 1

- 香港司徒拔道 18 號 Central Peak 發展項目的第 1 期 Central Peak Alpex I 3 樓 Manor A (包括其工作平台及 露台);及
- 香港司徒拔道 18 號 Central Peak 發展項目的第 1 期 地庫 2 層的一個停車位 (見以下「停車位列表 A」)

## 物業 2

- 香港司徒拔道 18 號 Central Peak 發展項目的第 1 期 Central Peak Alpex I 3 樓 Manor B (包括其工作平台及 露台);及
- 香港司徒拔道 18 號 Central Peak 發展項目的第 1 期 地庫 2 層的一個停車位 (見以下「停車位列表 A」)

# 物業 3

- 香港司徒拔道 18 號 Central Peak 發展項目的第 1 期 Central Peak Alpex III 5 樓 Manor A (包括其工作平台 及露台);及
- 香港司徒拔道 18號 Central Peak 發展項目的第 1期 地庫 2層的一個停車位 (見以下「停車位列表 A」)

#### 物業4

- 香港司徒拔道 18 號 Central Peak 發展項目的第 1 期 Central Peak Everex II 5 樓 Manor A (包括其工作平台 及露台);及
- 香港司徒拔道 18 號 Central Peak 發展項目的第 1 期 地庫 2 層的一個停車位 (見以下「停車位列表 B」)

## 物業 5

- 香港司徒拔道 18 號 Central Peak 發展項目的第 1 期 Central Peak Everex II 5 樓 Manor B (包括其工作平台 及露台);及
- 香港司徒拔道 18號 Central Peak 發展項目的第 1期 地庫 2層的一個停車位 (見以下「停車位列表 B」)

### 停車位列表 A

 香港司徒拔道 18 號 Central Peak 發展項目的第 1 期 地庫 2 層的停車位號碼 30、31 及 32。

## 停車位列表 B

• 香港司徒拔道 18 號 Central Peak 發展項目的第 1 期 地庫 2 層的停車位號碼 51、52 及 53。

指如果及一旦要約表格所載的要約獲得賣方接納時,要 約表格中指明的投標價;

指中標者,其對該物業的投標書獲得賣方接納;

指任何一份或多份賣方不時發出的 Central Peak 發展項目的第 1 期 Central Peak 以招標方式出售的銷售安排資料(及賣方不時對其作出修改的銷售安排資料);

香港港景街1號國際金融中心一期9樓;

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;

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;

指本招標文件,由以下部份組成:-

- (i) 招標公告及附錄;
- (ii) 要約表格;及
- (iii) 要約表格附件;

指本招標文件第1部份的招標公告;

「樓價」

「買方」

「銷售安排」

「售樓處」

「招標截止日期及時間」

「招標開始日期及時間」

「招標文件」

「招標公告」

「招標期間」 就每一個該招標物業而言,指招標開始日期及時間至招

標截止日期及時間的期間;

「投標價」 指要約表格附表 1 中訂明投購該物業的價格;

「投標物業」 指要約表格附表 1 中訂明的物業;

「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:

• 胡關李羅律師行

• 孖士打律師行

## 2. 招標程序

2.1 賣方現按照載於招標文件的條款及細則招標承投購招標物業。

- 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及時間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所有或任何招標物業不予出售,或將所有或任何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招標物業的招標截止日期及時間、減少或增加訂明的招標物業,以及變更、修訂或修改招標文件的任何部份。請參閱不時發出的銷售安排關於任何招標物業的招標截止日期及時間的更改及任何招標物業的減少或增加物業。招標文件的任何變更、修訂或修改,將會於售樓處張貼通知。賣方無須就上述更改、變更、修訂或修改另行通知投標者。
- 2.6 投標者須注意賣方律師在本招標過程中不代表任何投標者。
- 2.7 投標者應按以下方式一起提交其投標書:-
  - (a) 遞交以下各項文件:-
    - (i) 招標文件及要約表格

就每一個投標物業已填妥、填上日期及簽署的要約表格(即本招標文件的第2部份)。**請填妥並簽署要約表格的英文版本<u>或</u>要約表格的中文版本**。為免疑問,投標者可提交超過一份要約表格。

(ii) 銀行本票及/或支票

就每一個投標物業,由根據《銀行業條例》第 16 條獲妥為發牌的銀行簽發的一張或多張銀行本票及/或支票,金額相等於該投標物業投標價的 5%,抬頭寫「胡關李羅律師行」,惟當中須以銀行本票支付以下最低金額:

投標價 5%的金額	以銀行本票支付的最低金額
港幣 5,000,000 元或以上	港幣 5,000,000 元
少於港幣 5,000,000 元但不少於港 幣 4,000,000 元	港幣 4,000,000 元
少於港幣 4,000,000 元但不少於港幣 3,000,000 元	港幣 3,000,000 元
少於港幣 3,000,000 元	港幣 2,000,000 元

### (iii) 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。

如投標者為法團,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。

(iv) 中介人的牌照(如適用)

如投標者已委託地產經紀,投標者委託的地產經紀的牌照複印本。

(v) 每一個投標物業的要約表格附件中的文件

已填妥及簽署的每一個投標物業的要約表格附件中的文件。

- (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) 關於吊船操作的確認書
- (5) 新鴻基地產(銷售及租賃)代理有限公司個人資料收集聲明
- (6) 新地會申請表格
- (7) (只適用於選擇印花稅直送的投標者)關於印花稅直送的信件
- (8) 關於繼續開放物業予準買家參觀的確認信
- (9) 賣方資料表格
- (10) 關於參觀物業的確認信
- (11) 有關停車位之確認書
- (12) 關於送贈家具優惠的確認書
- (13) (只適用於選擇財務計劃的投標者)關於財務計劃的確認信

請不要於本第(v)分段所述的任何文件內填上日期(但如投標者希望在提交投標書時申請成爲新地會會員,應在新地會申請表格內填上日期)。

- (b) 以上(a)分段所列的各項文件應放入普通信封內,信封面上書明賣方收啓,並清楚註明「Central Peak」;及
- (c) 於招標期間放入位於售樓處擺放的標示為「Central Peak 公開招標」的投標箱內。
- 2.8 在賣方對收到的投標書作出決定前,所有銀行本票及/或支票均不會予以兌現。如某份投標書 獲接納,隨投標書附上的銀行本票及/或支票將視作臨時訂金,以支付樓價的部份款項。所有 其他銀行本票及/或支票將於承約期間屆滿後起計 14 天內,按投標書所載的香港通訊地址以專 人送達、或通過郵遞方式退還予落選投標者。

- 2.9 (a) 投標者須(i)親身簽署要約表格及其他文件(如投標者為法團,須由其董事簽署),並視作為主事人或(ii)以其授權人代表其簽署要約表格及其他文件,在此情況下,投標者須在香港執業律師見證下簽訂一分在格式及內容上達致賣方滿意程度的授權書。如投標者在香港境外簽訂授權書,授權書並須由以下人士見證簽名:
  - (i) 香港執業律師;或
  - (ii) 公証人,及該授權書經認証(apostille)或經中國領使館加簽(視情况而定)。
  - (b) 投標者如為法團,須於要約表格中清楚註明(除其他資料外)其聯絡人姓名及電話及傳真 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。
- 2.10 (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隨時接納投標。投標書根據本招標文件的程序一經遞交,投標者即無權撤回並且不得撤回投標書,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,接納書會接要約 表格指明的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。接納書在投郵後的第 2 個工 作日視為已經正式收到。
- 3.3 在接納書的日期後的 5 個工作日內,買方應簽署由賣方律師擬備的標準格式的正式合約,不能 對其作出任何改動或修訂。正式合約的標準格式可於招標期間在售樓處審閱。為免疑問,買方 被視為已經審閱正式合約的標準格式,且買方將接受正式合約並不得作修訂。
- 3.4 (a) 如買方有意以其授權人代表其簽署正式合約:
  - (i) 賣方律師將未必可於買賣該物業事宜中代表買方,買方須另聘律師作爲其代表;
  - (ii) 買方須在香港執業律師見證下簽訂一分在格式及內容上達致賣方滿意程度的授權書。如買方在香港境外簽訂授權書,授權書並須由以下人士見證簽名:
    - 香港執業律師;或
    - 公証人,及該授權書經認証(apostille)或經中國領使館加簽(視情況而定)。

如之前的授權書已簽訂超過12個月,建議買方應簽訂新的授權書。

- (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物業的一般問題,而不會就本招標文件或關於該物業的法例條文提供法律或其他意見。如有任何查詢,應聯絡新鴻基地產(銷售及租賃)代理有限公司,

地址為香港港灣道 30 號新鴻基中心 45 樓(查詢熱線: +(852) 3119 0008)。為免疑問,新鴻基地產(銷售及租賃)代理有限公司並非買方的代理人。

- 4.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動,均只供指引及參考之用。任何陳述不得作爲或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。
- 4.3 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定 遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所 須遞交的文件的任何種類的改動及/或增加,該投標書將被視為不符合規定的投標書。
- 4.4 在本招標文件中,除非文意另有所指,否則(i)凡指男性、女性及不屬於男性或女性者的字及詞句亦包括每一其他性別,(ii)凡指單數的字及詞句亦指眾數,而指眾數的字及詞句亦指單數,及(iii)所用字及詞句擴及指該字及詞句的文法變體及同語族詞句。
- 4.5 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。

## Appendix 1 of the Tender Notice 招標公告附錄 1

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

## Part I 第 I 部份

- 1. Depending on the gifts, financial advantage or benefits elected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits are offered or arranged to be provided to the Purchaser by the Vendor. The Vendor's offers or arrangements to provide the gifts, financial advantage or benefits shall cease to have any force or effect if the Agreement is/are terminated or cancelled for whatever reason. 視乎買方於其要約表格所選擇的贈品、財務優惠或利益,買方可享有由賣方提供或安排的相關贈品、財務優惠或利益。如正式合約因任何原因終止或取消,則由賣方提供或安排的贈品、財務優惠或利益將無效。
- 2. 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. 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布之指引而變更。詳情請向有關銀行查詢。
- 3. All the gifts, financial advantage or benefits to be made available to the Purchaser are personal to the Purchaser and the Purchaser shall have no right to assign or otherwise transfer the same to any other person. The Vendor has absolute discretion in deciding all relevant matters including but not limited to whether the Purchaser is entitled to those gifts, financial advantage or benefits. The Vendor also reserves the right to interpret the relevant terms and conditions of those gifts, financial advantage or benefits. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser. 所有提供予買方的贈品、財務優惠或利益予僅對買方有效,且買方無權向任何其他人仕出讓或以任何方式轉讓任何該等贈品、財務優惠或利益。賣方有絕對酌情權決定所有相關事項,包括但不限於買方是否符合資格可獲得該等贈品、財務優惠或利益。賣方亦保留解釋該等贈品、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。
- 4. For all cash rebate(s) (rounded up to the nearest integer) that will be offered by the Vendor for part payment of the balance of Purchase Price, subject to the relevant prerequisite for provision the cash rebate(s) being satisfied, the Vendor reserves the right to pay the cash rebate(s) to the Purchaser by other method(s) and in other manner. If subsequently it is discovered that the Purchaser is not entitled to any cash rebate(s), the Purchaser shall forthwith upon demand from the Vendor, refund the relevant cash rebate(s) to the Vendor.

  所有由賣方將提供用以支付樓價餘額部份的現金回贈(以向上捨入方式換算至整數),在符合提供現
  - 所有由賣方將提供用以支付樓價餘額部份的現金回贈(以向上捨入方式換算至整數),在符合提供現金回贈的相關先決條件的情況下,賣方保留權利以其他方法及形式將現金回贈支付予買方。如其後發現買方不應獲得任何現金回贈,買方收到賣方要求後須立即退回相關現金回贈予賣方。
- 5. 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 or not the same is binding on the designated financing company) issued by the Government, Hong Kong Monetary Authority, banks and relevant regulatory authorities from time to time. The Purchaser shall provide information and documents as requested by the designated financing company, otherwise, the loan shall not be processed. 由賣方之指定財務機構提供的任何貸款,其最高貸款金額、息率及條款僅供參考,買方實際可獲得的貸款金額、息率及條款須視乎指定財務機構的獨立批核結果而定,而且可能受法例及政府、香港

金融管理局、銀行及相關監管機構不時發出之指引、公布、備忘等(不論是否對指定財務機構有約束力)影響。買方必須提供指定財務機構所要求的資料及文件,否則貸款將不會獲處理。

6. The Vendor's designated financing company is a related company of the Vendor. The Vendor's designated financing company does not and will not appoint any person (third party) for or in relation to granting a loan to any intending borrower or any specified class of intending borrower, whether as to the procuring, negotiation, obtaining, application, guaranteeing or securing the repayment of such a loan. 

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

## Part II 第 II 部份

## 360 days Payment Plan (TB1) 360 日付款計劃(TB1)

# 1. Stamp Duty Express 印花稅直送

Where the Purchaser selects the Stamp Duty Express in the Offer Form, the Purchaser shall be eligible for the Stamp Duty Express in an amount equal to the amount specified in the Offer Form. Please see Appendix 1.1 for details.

如買方於要約表格選擇印花稅直送,買方可享有印花稅直送,印花稅直送的金額相等於要約表格 中所指明的金額。詳情請參閱附錄 1.1。

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

If the Purchaser is a SHKP Club member (i.e. at least one individual Purchaser (if the Purchaser is a group of individuals) or at least one director of the Purchaser (if the Purchaser is a corporation) is a SHKP Club member on or before the date of settlement of the balance of the Purchase Price), subject to settlement of the balance of the Purchase Price in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)), the Purchaser shall be entitled to a cash rebate of HK\$38,000.

如買方為新地會會員(即在付清樓價餘額之日或之前,最少一位個人買方(如買方是以個人名義)或最少一位買方之董事(如買方是以公司名義)須為新地會會員),買方在按正式合約(包括所有修改後的正式合約及補充合約)付清樓價餘額的情況下,可獲港幣\$38,000現金回贈。

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

買方必須於完成該物業之買賣交易日前最少30日以書面向賣方申請新地會會員現金回贈,賣方會 於收到申請並證實有關資料無誤後將新地會會員現金回贈直接用於支付部份樓價餘額。

# 3. [This paragraph is left blank intentionally] [此段特意留空]

- 4. Early Move-in and Defer Completion Offer 提前入住及延後交易優惠
  - only applicable to the Purchaser who is an individual 只適用於個人名義買方
  - If the Purchaser has utilized the Early Move-in and Defer Completion Offer, then the Purchaser shall not be entitled to the Standby First Mortgage Loan as set out in paragraph 6(a) and King's Key as set out in paragraph 6(c).

如買方已使用提前入住及延後交易優惠,買方不會享有第 6(a)段所述的備用第一按揭貸款及第 6(c)段所述的 King's Key。

Subject to the conditions precedent as set out in paragraph (I) of Appendix 1.2 being satisfied by the Purchaser, the Vendor may:

在買方滿足附錄1.2的第(I)段所列明的先決條件的前提下,賣方可:

(a) allow the Purchaser to defer the completion of the sale and purchase of the Property to within 1,188 days after the date of the Letter of Acceptance (the "Extended Completion Date"); and 容許買方延後至接納書的日期後 1,188 日內完成該物業之買賣交易(『延後交易日』);及

(b) grant a licence to the Purchaser to occupy the Property as a licensee until the Extended Completion Date or the actual completion date of sale and purchase of the Property, whichever is the earlier. 给予買方許可證以准許買方以許可人的身份佔用該物業直至延後交易日或實際完成該物業之買賣交易日,以較早日期為準。

Please see Appendix 1.2 for details. 詳情請參閱附錄 1.2。

# 5. Extra Cash Rebate 額外現金回贈

If the Purchaser: 如買方:

- has utilized the Early Move-in and Defer Completion Offer as set out in paragraph 4; and 已使用第 4 段所述的提前入住及延後交易優惠;及
- has paid to the Vendor the licence fee as set out in Appendix 1.2; and 已向賣方繳付附錄 1.2 所述的許可證費用;及
- has not breached any term of the Licence Agreement as set out in Appendix 1.2; and 沒有違反附錄 1.2 所述的許可協議之任何條款;及
- fully pays the Purchase Price and completes the sale and purchase of the Property within any period specified in the table below, 於以下列表訂明的任何期限內繳付樓價全數及完成該物業的買賣交易,

the Purchaser shall be entitled to an Extra Cash Rebate ("Extra Cash Rebate") according to the table below. 買方可根據以下列表獲額外現金回贈(『額外現金回贈』)。

Actual date of completion of the sale and purchase of the Property 實際完成該物業的買賣交易日期	The amount of Extra Cash Rebate 額外現金回贈金額
within 360 days after the date of the Letter of Acceptance 於接納書的日期後 360 日內	equivalent to 10% of the Purchase Price 相等於樓價 10%
within 361 days and 540 days after the date of the Letter of Acceptance 於接納書的日期後 361 日至 540 日內	equivalent to 8.5% of the Purchase Price 相等於樓價 8.5%
within 541 days and 720 days after the date of the Letter of Acceptance 於接納書的日期後 541 日至 720 日內	equivalent to 7.5% of the Purchase Price 相等於樓價 7.5%
within 721 days and 900 days after the date of the Letter of Acceptance 於接納書的日期後 721 日至 900 日內	equivalent to 6.5% of the Purchase Price 相等於樓價 6.5%

If the last day of any period as set out in the table above is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance), the said day shall fall on the next working day. 如以上列表中訂明的任何期限的最後一日不是工作日(按《一手住宅物業銷售條例》第 2(1)條所定義),則該日期定為下一個工作日。

The Purchaser notifies the Vendor in writing of the actual date of completion at least 30 days before the actual date of completion of the sale and purchase. After the Vendor has received the notification and duly verified the information to be correct, the Vendor will apply the Extra Cash Rebate for part payment of the balance of the Purchase Price directly.

買方於實際完成該物業的買賣交易日前最少30日,以書面方式通知賣方實際完成交易日期。賣方會於收到通知並證實有關資料無誤後,賣方會將額外現金回贈直接用於支付部份樓價餘額。

### 6. Loan Benefits 貸款優惠

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

- (a) Standby First Mortgage Loan 備用第一按揭貸款
  - only applicable to the Purchaser who is an individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s); and 只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人;及
  - not applicable to the Purchaser who has utilized the Early Move-in and Defer Completion
    Offer as set out in paragraph 4
    不適用於已使用第 4 段所述的提前入住及延後交易優惠的買方

The maximum amount of Standby First Mortgage Loan shall be 70% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. Please see Appendix 1.3(a) for details.

備用第一按揭貸款的最高金額為淨樓價的 70%,惟貸款金額不可超過應繳付之樓價餘額。 詳情請參閱附錄 1.3(a)。

- (b) Standby Second Mortgage Loan 備用第二按揭貸款
  - only applicable to the Purchaser who is an individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)
     只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人

The maximum amount of the Standby Second Mortgage Loan amount shall be 30% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Standby Second Mortgage Loan shall not exceed 70% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. Please see Appendix 1.3(b) for details. 備用第二按揭貸款的最高金額為淨樓價的 30%,惟第一按揭貸款(由第一按揭銀行提供)及備用第二按揭貸款總金額不可超過淨樓價的 70%,或應繳付之樓價餘額,以較低者為準。詳情請參閱附錄 1.3(b)。

- (c) King's Key
  - only applicable to the Purchaser who is an individual; and 只適用於個人名義買方;及
  - not applicable to the Purchaser who has utilized the Early Move-in and Defer Completion
    Offer as set out in paragraph 4
    不適用於已使用第 4 段所述的提前入住及延後交易優惠的買方

The maximum loan amount of King's Key shall be 90% of the Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. Please see Appendix 1.3(c) for details.

King's Key 的最高貸款金額為樓價 90%,惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附錄 1.3(c)。

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

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

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

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

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

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

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

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

# 8. Free Furniture Offer 送贈家具優惠

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

	Alp	ex I	Alpex III	Ever	ex II
Furniture 家具	3/F 3 樓		5/F 5 樓	5/F 5 樓	
	Manor A	Manor B	Manor A	Manor A	Manor B
Cabinet 組合櫃	V	$\sqrt{}$	V	-	-
Curtain 窗簾	V	$\sqrt{}$	V	$\sqrt{}$	V

will be provided with the "Furniture" of the relevant residential property set out above free of charge at location(s) directed by the Vendor.

可免費獲贈上述之相關住宅物業之賣方指定位置提供的『家具』。

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 Property or (if the Purchaser has utilized the Early Move-in and Defer Completion Offer as set out in paragraph 4) the date when possession of the Property is delivered to the Purchaser (whichever is earlier) in such condition as at completion or delivery of possession (as the case may be) together with the Property. In any event, no objection or requisitions whatsoever shall be raised by the Purchaser in respect of the Furniture. For the avoidance of doubt, the First 3 Years Warranty Offer as set out in paragraph 7 does not apply to the Furniture. This offer is subject to other terms and conditions.

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。該家具將於該物業成交日或(如買方已使用第4段所述的提前人住及延後交易優惠)該物業的管有權交予買方的日期(以較早者計)以成交時或交予管有權時(視乎情況而定)之狀況連同該物業交予買方。任何情況下,買方不得就該家具提出任何異議或質詢。為免疑問,第7段所述的首3年保修優惠不適用於該家具。本優惠受其他條款及細則約束。

# 9. Extra Offer of Residential Car Parking Space 額外住戶停車位優惠

If the Purchaser or together with another purchaser ("Related Purchaser") purchase two residential properties on the same floor and in the same tower by way of tender; and separate tender document is submitted in respect of each of the two residential properties; and it is indicated in each of the two tender documents that the other tender document is a "Related Tender", then either the Purchaser or the Related Purchaser shall be entitled to the following benefits:

如買方或連同另一位買方(『相關買方』)購買兩個位於相同樓層及相同座數的住宅物業;及每個住宅物業以一份投票書承購;及每份投標書均已表示另一份投票書為『相關投票書』,則買方或相關買方的其中一位可獲以下優惠:

# (a) Priority to Purchase Residential Car Parking Space 優先認購住戶停車位

If both the Purchaser and the Related Purchaser have completed the sale and purchase of the residential properties, then either the Purchaser or the Related Purchaser shall have a priority to purchase one residential car parking space in the Phase. Please see Appendix 1.4(a) for details; and 如買方及相關買方均已完成住宅物業的買賣交易,買方或相關買方的其中一位可享有優先認購該期數內一個住戶停車位的權利,詳情請參閱附錄 1.4(a); 及

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

Only applicable to the following situations: 只適用於以下情況:

- If (1) both the Purchaser and the Related Purchaser have not yet completed the sale and purchase of the residential properties; and (2) both the Purchaser and the Related Purchaser have utilized the Early Move-in and Defer Completion Offer as set out in paragraph 4, then either the Purchaser or the Related Purchaser shall be granted an option to take a licence of one residential car parking space in the Phase as the Vendor may allocate from time to time. Please see Appendix 1.4(b) for details.
  - 如(1)買方及相關買方均未完成住宅物業的買賣交易;及(2)買方及相關買方均已使用 第4段所述的提前人住及延後交易優惠,則買方或相關買方的其中一位可享有獲許可 使用該期數內一個賣方不時編配的住戶停車位的選擇權,詳情請參閱附錄1.4(b)。
- If (1) only one of the Purchaser and the Related Purchaser has completed the sale and purchase of the residential property and (2) the other one (i.e. who has not yet completed sale and purchase of the residential property) has utilized the Early Move-in and Defer Completion Offer as set out in paragraph 4, then such other one shall be granted an option to take a licence of one residential car parking space in the Phase as the Vendor may allocate from time to time. Please see Appendix 1.4(b) for details.
  - 如(1)買方及相關買方只有一方完成住宅物業的買賣交易,及(2)另一方(即未完成住宅物業的買賣交易)已使用第4段所述的提前入住及延後交易優惠,則該另一方可享有獲許可使用該期數內一個賣方不時編配的住戶停車位的選擇權,詳情請參閱附錄1.4(b)。

For avoidance of doubt, if the Purchaser purchases two residential properties on the same floor and in the same tower by way of tender, the Purchaser shall be entitled to one Extra Offer of Residential Car Parking Space for every two residential properties on the same floor and in the same tower purchased by way of

tender. If the Purchaser together with the Related Purchaser purchase two residential properties on the same floor and in the same tower by way of tender, either the Purchaser or the Related Purchaser (to be decided by the Purchaser and the Related Purchaser when the benefit is due to be exercised, and in case of dispute, the Vendor's decision shall be final and binding on the Purchaser and the Related Purchaser) shall be entitled to one Extra Offer of Residential Car Parking Space for every two residential properties purchased by way of tender. The abovementioned "two residential properties" shall be on the same floor and in the same tower.

為免疑問,如買方以投標方式購買兩個位於相同樓層及相同座數的住宅物業,每以投標方式購買兩個位於相同樓層及相同座數的住宅物業,可享有一次額外住戶停車位優惠。如買方連同相關買方以投標方式購買兩個位於相同樓層及相同座數的住宅物業,每以投標方式購買兩個位於相同樓層及相同座數的住宅物業,每以投標方式購買兩個位於相同樓層及相同座數的住宅物業,買方或相關買方的其中一位(由買方及相關買方於行使優惠時決定誰可享有,如有爭議,賣方的決定將為最終及對買方及相關買方有約束力)可享有一次額外住戶停車位優惠。上述『兩個住宅物業』必須於位於相同樓層及相同座數。

# Appendix 1.1 Stamp Duty Express 附錄 1.1 印花稅直送

- only applicable to the Purchaser who selects the Stamp Duty Express in the Offer Form 只適用於在要約表格選擇印花稅直送的買方
- (I) Subject to the settlement of the Purchase Price (including preliminary deposit, further deposit, part payment(s) and balance of Purchase Price) in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)), the Purchaser shall be eligible for the Stamp Duty Express ("Stamp Duty Express"). The Stamp Duty Express will be applied by the Vendor directly for payment (or part payment) of the ad valorem stamp duty chargeable on the Agreement ("AVD") on behalf of the Purchaser. The Purchaser shall remain liable for payment of the AVD, and shall be responsible for payment of the difference (if any) between the actual amount of AVD and the amount of the Stamp Duty Express, the fixed fee for stamping a counterpart of the Agreement and (where required by the Stamp Duty Ordinance) the preliminary agreement for sale and purchase and (if applicable) the amount of buyer's stamp duty.

在買方按正式合約(包括所有修改後的正式合約及補充合約)付清樓價(包括臨時訂金、加付訂金、部分付款及樓價餘額)的情況下,買方可享有印花稅直送(『**印花稅直送**』)。賣方將應用印花稅直送直接代買方繳付正式合約的應繳的從價印花稅(『**AVD**』)(或其部份)。買方仍須負上繳付**AVD**的責任,及須負責繳付實際**AVD**的金額與印花稅直送的金額之間的差額(如有)、加蓋買賣合約副本及(如印花稅條例要求)臨時買賣合約的定額費用及(如適用)買家印花稅。

- (II) After the Stamp Duty Express has been applied for payment (or part payment) of the AVD by the Vendor: 在賣方應用印花稅直送繳付AVD(或其部份)後:
  - If the amount of the Stamp Duty Express exceeds the amount of the AVD, subject to settlement of the balance of the Purchase Price in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)), the Vendor will apply the remaining amount of the Stamp Duty Express (as a cash rebate) for part payment of the balance of the Purchase Price of the Property directly. 如印花稅直送的金額大於AVD的金額,在買方按正式合約(包括所有修改後的正式合約及補充合約)付清樓價餘額的情況下,賣方會將印花稅直送的剩餘金額(作為現金回贈)直接用於支付該物業的部份樓價餘額。
  - After the Vendor has paid or applied the Stamp Duty Express as aforesaid, the Vendor's obligation to the Purchaser under this benefit will be fully discharged. Even if there is a change in the Purchase Price in the future (whether due to the Purchaser's application to change the terms of payment which has been approved by the Vendor or other reason), the amount of the Stamp Duty Express will not be adjusted as a result of the change in the Purchase Price and the Vendor is no longer required to pay any additional stamp duty for the Purchaser.

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

(III) If the Purchaser does not complete the purchase of the Property in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)), the full amount of the Stamp Duty Express shall be refunded to the Vendor notwithstanding the AVD has not been refunded by the Government.

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

- (IV) In case of dispute, the Vendor's determination shall be final and binding on the Purchaser. 若有爭議,賣方的決定為最終決定並對買方具有約束力。
- (V) The Stamp Duty Express is subject to other terms and conditions. 印花稅直送受其他條款及細則約束。

# Appendix 1.2 Early Move-in and Defer Completion Offer 附錄 1.2 提前入住及延後交易優惠

- only applicable to the Purchaser who is an individual 只適用於個人名義買方
- If the Purchaser has utilized the Early Move-in and Defer Completion Offer, then the Purchaser shall not be entitled to the Standby First Mortgage Loan and King's Key.
   如買方已使用提前入住及延後交易優惠,買方不會享有備用第一按揭貸款及 King's Key。
- (I) Subject to the conditions precedent below being satisfied by the Purchaser, the Vendor may allow the Purchaser to defer the completion of the sale and purchase of the Property to within 1,188 days after the date of the Letter of Acceptance (the "Extended Completion Date") and grant a licence to the Purchaser to occupy the Property as a licensee until the Extended Completion Date or the actual completion date of sale and purchase of the Property, whichever is earlier: 在買方滿足以下先決條件的前提下,賣方可容許買方延後完成該物業之買賣交易至接納書的日期後的 1,188 日內(『延後交易日』),並給予買方許可證以准許買方以許可人的身份佔用該物業直至延後交易日或實際完成該物業之買賣交易日,以較早日期為準:
  - (a) The Purchaser submits a duly signed application form for the Early Move-in and Defer Completion Offer (the "Application Form") to the Vendor at least 60 days before the date of completion of sale and purchase as specified in the Agreement.

    賈方於正式合約內訂明的買賣交易日前最少 60 日,向賣方遞交買方已簽妥的提前入住及延後交易優惠的申請表格(『申請表格』)。

  - (c) The Purchaser has signed the Licence Agreement and other required documents ("Supplemental Document") in the Vendor's prescribed form and content (including but not limited to a supplemental agreement to the Agreement), and paid to the Vendor a non-refundable licence fee (irrespective of the length of the licence period) equivalent to 10% of the Purchase Price (after deducting the application fee paid, the amount equivalent to 9% of the Purchase Price will be paid) to defer the completion of the sale and purchase of the Property to the Extended Completion Date and to agree to pay the balance of the Purchase Price in the following manner: 買方已簽署賣方指定格式及內容之許可協議及其他所需文件(『補充文件』)(包括但不限於正式合約的補充合約),並向賣方繳付(不論許可期的長短)相等於樓價 10%之不可退還許可證費用(扣除已繳付的申請手續費後,即繳付相等於樓價 9%的金額),以將買賣交易日延後至延後交易日及同意按以下方式繳付樓價餘款:
    - (i) If the Purchaser signs the Supplemental Document within 119 days after the date of the Letter of Acceptance and has paid to the Vendor not less than 5% of the Purchase Price: 如買方於接納書的日期後 119 日內簽署補充文件及已向賣方繳付不少於樓價 5%:
      - 10% of the Purchase Price shall be paid by 10 instalments (within 180, 270, 360, 450, 540, 630, 720, 810, 900 and 990 days after the date of the Letter of Acceptance) each of 1% of the Purchase Price; and 樓價 10%分 10 期 (於接納書的日期後 180, 270, 360, 450, 540, 630, 720, 810, 900 及 990 日內) 繳付,每期為樓價 1%;及
      - 85% of the Purchase Price (balance of the Purchase Price) shall be paid within 1,188 days after the date of the Letter of Acceptance (i.e. the Extended

Completion Date).

樓價 85%(樓價餘額)於接納書的日期後 1,188 日內(即延後交易日)繳付。

(ii) If the Purchaser signs the Supplemental Document within 120 days and 239 days after the date of the Letter of Acceptance and has paid to the Vendor not less than 10% of the Purchase Price:

如買方於接納書的日期後 120 日至 239 日內簽署補充文件及已向賣方繳付不少於 樓價 10%:

• 5% of the Purchase Price shall be paid by 5 instalments (within 270, 450, 630, 810 and 990 days after the date of the Letter of Acceptance) each of 1% of the Purchase Price; and

樓價 5%分 5 期 (於接納書的日期後 270, 450, 630, 810 及 990 日內) 繳付,每期為樓價 1%;及

• 85% of the Purchase Price (balance of the Purchase Price) shall be paid within 1,188 days after the date of the Letter of Acceptance (i.e. the Extended Completion Date).

樓價 85%(樓價餘額)於接納書的日期後 1,188 日內(即延後交易日)繳付。

(iii) If the Purchaser signs the Supplemental Document on or after 240 days after the date of the Letter of Acceptance and has paid to the Vendor not less than 12.5% of the Purchase Price:

如買方於接納書的日期後 240 日或之後簽署補充文件及已向賣方繳付不少於樓價 12.5%:

• 1% of the Purchase Price shall be paid within 270 days after the date of the Letter of Acceptance or upon signing of the Supplemental Document, whichever is later; and

樓價 1%於接納書的日期後 270 日內或簽署補充文件時繳付,以後者為準; 及

• 4% of the Purchase Price shall be paid by 4 instalments (within 450, 630, 810 and 990 days after the date of the Letter of Acceptance) each of 1% of the Purchase Price; and

樓價 4%分 4 期 (於接納書的日期後 450, 630, 810 及 990 日內) 繳付,每期為 樓價 1%;及

• 82.5% of the Purchase Price (balance of the Purchase Price) shall be paid within 1,188 days after the date of the Letter of Acceptance (i.e. the Extended Completion Date).

樓價 82.5%(樓價餘額)於接納書的日期後 1,188 日內(即延後交易日)繳付。

(d) The Purchaser has agreed that:

買方已同意:

• The start date of the licence period shall not be earlier than 90 days after the date of the Letter of Acceptance, but not later than 360 days after the date of the Letter of Acceptance (for the avoidance of doubt, the actual move-in date shall be determined by the Purchaser and the Vendor); and

許可期的首日不可早於接納書的日期後 90 日,但不可後於接納書的日期後 360 日 (為免疑問,實際入住日期須由買方及賣方確定作實);及

• the licence period shall end upon the Extended Completion Date or the actual date of completion of the sale and purchase of the Property, whichever is the earlier.

許可期必須在延後交易日或實際完成該物業之買賣交易日終止,以較早日期為準。

(e) The Purchaser has agreed to bear all legal costs, disbursements, expenses and tax (if any) arising from the Licence Agreement and the Supplemental Document and any other documents in connection with this Offer.

買方已同意負責所有就許可協議及補充文件及其他與此優惠相關的文件而產生的法律 費用、代墊付費用、開支及稅項(如有)。

- (f) Any other terms and conditions as shall be imposed by the Vendor. 任何其他由賣方規定的條款及細則。
- (II) If the Extended Completion Date is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance), the Extended Completion Date shall fall on the next working day.

如延後交易日不是工作日(按《一手住宅物業銷售條例》第2(1)條所定義),則延後交易日定為下一個工作日。

- (III) The Vendor will pay the management fee, Government rent and rates of the Property (collectively "Relevant Expenses") during the licence period. However, if the Purchaser fails to complete the sale and purchase of the Property in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)), the Purchaser shall reimburse all Relevant Expenses to the Vendor. 在許可期內,賣方將會支付該物業之管理費、地租及差餉(統稱『相關開支』)。但如買方未能按正式合約(包括所有修改後的正式合約及補充合約)完成該物業買賣,買方須向賣方償還所有相關開支。
- (IV) The Purchaser shall pay or (if the Vendor has already paid) reimburse to the Vendor the management fee deposit, other deposits and related fees (including but not limited to contribution to Special Funds, debris removal fee) of the Property and 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 management fee deposit, other deposits and related fees of the Property and the utility deposits and utility charges do not form part of the Relevant Expenses.

  在許可期內,買方須負責支付或(如賣方已支付)向賣方償還該物業之管理費按金、其他按金及有關費用(包括但不限於特別基金、泥頭費)及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,該物業之管理費按金、其他按金及有關費用及公用事業服務的按金及收費並不構成相關開支的一部分。
- cover in respect of liability for loss, injury or damage to any person or property whatsoever caused through or by any act, neglect, default or omission of him or any Related Party. The policy of insurance shall be effected with an insurance company nominated or approved by the Vendor and shall provide cover for (i) the Purchaser (ii) the Vendor and (iii) the Manager of the Development and shall be in such amount as the Vendor may specify and shall contain a clause to the effect that the insurance cover thereby effected and the terms and conditions thereof shall not be cancelled, modified or restricted without the prior written consent of the Vendor.

  在許可期內,買方須自費維持和維護因買方或任何相關方之任何行為、疏忽、失責或遺漏而導致的對任何人或財產所造成的損失、傷害或損害的責任保險。保單應由賣方指定或批准的保險公司發出,並應為(i) 買方(ii)賣方和(iii)發展項目的管理人提供保障,賣方可以指定保障金額,並包含

The Purchaser shall at his own costs and expenses effect and maintain during the licence period insurance

一個條款,表明由此產生的保障範圍,未經賣方事先書面同意,不得取消,修改或限制其條款和

- (VI) The Purchaser shall not alter the internal layout or partition of the Property or do anything which require or may require amendment(s) of the approved building plans or carry out any works to the Property without the prior written approval of the Vendor during the licence period.

  在許可期內,買方不可改變該物業的內部布局或間隔或作出任何行為而導致經批准的建築圖則 須要或可能須要修改或在未有賣方書面批准前對該物業進行任何工程。
- (VII) The Purchaser shall not let, sub-let, licence, sub-licence, share or part with possession or occupation of the Property or any part thereof during the licence period.

  在許可期內,買方不可出租、分租、許可、分許可、分享或分開擁有或佔用該物業或其任何部分。

條件。

(V)

- (VIII) During licence period, the Purchaser shall not, without the prior consent in writing by the Vendor (who may impose such conditions as it thinks fit), use or otherwise authorize or permit the Property and any part of the Development to be used for photograph taking, filming, audio recording and/or video recording for commercial purpose (whether at a gain to the Purchaser or not) and the Vendor's decision as to whether any use is for commercial purpose shall be conclusive and binding on the Purchaser. 在許可期內,買方不得在未獲得賣方書面同意(賣方可施加其認為合適的條件)的情況下,使用該物業及發展項目的任何部份,或授權或容許該物業及發展項目的任何部份用作拍照、拍攝、錄音或錄影的商業目的(不論買方是否因而獲利),而賣方就任何用途是否作商業目的的決定為最終並對買方有約束力。
- (IX) Upon the termination of the Licence Agreement (except upon the completion of the sale and purchase of the Property in accordance with the Agreement (including all revised Agreement and supplemental agreement(s))), the Purchaser shall responsible for and pay the Vendor the costs and expenses to reinstate the Property and the fittings, finishes and appliance as set out in the Agreement (including all revised Agreement and supplemental agreement(s)) and incorporated into the Property as at the start date of the licence period.

在許可協議終止後(按正式合約(包括所有修改後的正式合約及補充合約)完成該物業買賣交易除外),買方須負責及向賣方支付將該物業及按正式合約(包括所有修改後的正式合約及補充合約)中所述並將納入該物業的裝置、裝修物料和設備恢復至許可期的開始日期時的狀況。

- (X) The Vendor reserves the absolute right to (1) reject the application made by the Purchaser; and (2) amend the Licence Agreement and the relevant agreement(s).

  賣方保留絕對權利(1)拒絕買方提出的申請;及(2)修改許可協議及相關合約。
- (XI) The Purchaser's application is subject to the approval of the Vendor. The Vendor does not give the Purchaser any representation, warrant or undertaking as to whether and when the application will be approved, whether the licence period will commence on the intended early move-in date, whether the completion date will be extended to the intended extended completion date. The Vendor reserves the absolute right to reject the application and amend the Licence Agreement, the Supplemental Document and other relevant documents. Irrespective of whether or not the application is approved by the Vendor, the Purchaser shall complete the sale and purchase of the Property and shall pay the full Purchase Price to the Vendor in accordance with the Agreement (if applicable, including any revised Agreement and supplemental agreement(s)). The Purchaser shall have no claim whatsoever against the Vendor and its holding companies in respect of the application and shall not raise any dispute, objection or complaint to the Vendor and its holding companies in respect of the application.

買方的申請必須獲賣方批核。賣方沒有給予買方就申請會否及何時獲批核、許可期會否於意欲提前入住日開始、交易日會否延後至意欲延後交易日的任何陳述、保證或承諾。賣方保留絕對權利拒絕申請,及修改許可協議、補充文件及相關合約。不論申請獲賣方批核與否,買方仍須按買賣合約(如適用,修改後的買賣合約及補充合約)完成該物業的交易及向賣方繳付樓價全數。買方不可就申請對賣方及其控權公司作任何申索及不可就申請向賣方及其控權公司提出任何異議、反對或投訴。

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

# Appendix 1.3(a) Standby First Mortgage Loan ("First Mortgage Loan") 附錄 1.3(a) 備用第一按揭貸款(『第一按揭貸款』)

- only applicable to the Purchaser who is an individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s); and 只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人;及
- not applicable to the Purchaser who has utilized the Early Move-in and Defer Completion Offer as set out in Appendix 1.2

不適用於已使用附錄 1.2 所述的提前入住及延後交易優惠的買方

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

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

- (I) The Purchaser makes a written application to the designated financing company for a First Mortgage Loan not less than 90 days before the date of completion of sale and purchase of the Property. Late loan applications will not be processed by the designated financing company. 買方於完成該物業之買賣交易日前最少90日以書面向指定財務機構申請第一按揭貸款。指定財務機構將不會處理逾期貸款申請。
- (II) The First Mortgage Loan shall be secured by a first legal mortgage over the Property. 第一按揭貸款以該物業之第一法定按揭作抵押。
- (III) The maximum tenor of First Mortgage Loan shall be 25 years. 第一按揭貸款年期最長為25年。
- (IV) The maximum amount of the First Mortgage Loan shall be 70% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable.

  第一按揭貸款的最高金額為淨樓價的70%,惟貸款金額不可超過應繳付之樓價餘額。
- (V) Interest rate for the first 36 months shall be: 首36個月之利率為:
  - (If the amount of the First Mortgage Loan does not exceed 60% of the Net Purchase Price) Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited ("Hong Kong Dollar Best Lending Rate") minus 2.85% p.a.; or (如第一按揭貸款的金額不超過淨樓價的60%)香港上海滙豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減2.85% p.a.; 或
  - (If the amount of the First Mortgage Loan exceeds 60% of the Net Purchase Price, but does not exceed 70% of the Net Purchase Price) Hong Kong Dollar Best Lending Rate minus 2.35% p.a., (如第一按揭貸款的金額超過淨樓價的60%,但不超過淨樓價的70%)港元最優惠利率減2.35% p.a.,

thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company. 其後之利率為港元最優惠利率加1% p.a.,利率浮動。最終利率以指定財務機構認可而定。

- (VI) The Property shall only be self-occupied by the Purchaser. 該物業只可供買方自住。
- (VII) The Purchaser shall repay the First Mortgage Loan by monthly instalments. 買方須以按月分期償還第一按揭貸款。

(VIII) No prepayment penalty for full repayment or partial prepayment is levied, but 1 month's prior written notice to the designated financing company is required. Each partial prepayment shall be at least HK\$100,000.

全數或部分償還不徵收提前償還罰款,但須於一個月前以書面提前通知指定財務機構。每次部分償還必須不少於港幣\$100,000。

- (IX) The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any), but no stress test is required. The Purchaser and his/her/its guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

  賈方及其擔保人(如有)須提供足夠文件證明其還款能力,包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估,但無須壓力測試。買方及其擔保人(如有)必須提供指定財務機構所要求的資料及文件,否則貸款申請將不會獲處理。
- (X) The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income. 每月(所有種類)供款總額不可高於每月收入總額的50%。
- (XI) The First Mortgage Loan shall be approved by the designated financing company independently. 第一按揭貸款申請須由指定財務機構獨立審批。
- (XII) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the First Mortgage Loan. 買方須就申請第一按揭貸款支付港幣\$5,000不可退還的申請手續費。
- (XIII) All legal documents of First Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the First Mortgage Loan.

  所有第一按揭貸款法律文件須由賣方代表律師辦理,並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師,在此情況下,買方亦須負責其代表律師有關第一按揭貸款的律師費用及代墊付費用。
- (XIV) In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.
  指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果,對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。
- (XV) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the First Mortgage Loan. The approval, disapproval or the approved loan amount of the First Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement. 買方敬請向指定財務機構查詢有關第一按揭貸款用途及詳情。第一按揭貸款批出與否、批出貸款金額及其條款,指定財務機構有最終決定權。不論審批結果如何,買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。
- (XVI) The First Mortgage Loan is subject to other terms and conditions. 第一按揭貸款受其他條款及細則約束。
- (XVII) No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the First Mortgage Loan.

  賣方無給予或視之為已給予任何就第一按揭貸款之安排及批核的陳述或保證。

## Appendix 1.3(b) Standby Second Mortgage Loan ("Second Mortgage Loan") 附錄 1.3(b) 備用第二按揭貸款(『第二按揭貸款』)

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

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

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

- (I) The Purchaser makes a written application to the designated financing company for a Second Mortgage Loan not less than 90 days before the date of completion of sale and purchase of the Property. Late loan applications will not be processed by the designated financing company. 買方必須於完成該物業之買賣交易日前最少90日以書面向指定財務機構申請第二按揭貸款。指定財務機構將不會處理逾期貸款申請。
- (II) The Second Mortgage Loan shall be secured by a legal mortgage over the Property. 第二按揭貸款以該物業之法定按揭作抵押。
- (III) The maximum tenor of Second Mortgage Loan shall be 25 years or the tenor of first mortgage loan (offered by the first mortgagee bank), whichever is shorter. 第二按揭貸款年期最長為25年,或第一按揭貸款(由第一按揭銀行提供)之年期,以較短者為準。
- (IV) The maximum amount of the Second Mortgage Loan shall be 30% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall not exceed 70% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower.

  第二按揭貸款的最高金額為淨樓價的30%,惟第一按揭貸款(由第一按揭銀行提供)及第二按揭貸款總金額不可超過淨樓價的70%,或應繳付之樓價餘額,以較低者為準。
- (V) Interest rate for the first 36 months shall be: 首36個月之利率為:
  - (If the amount of the Second Mortgage Loan does not exceed 20% of the Net Purchase Price) Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited ("Hong Kong Dollar Best Lending Rate") minus 2.85% p.a.; or (如第二按揭貸款的金額不超過淨樓價的20%)香港上海滙豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減2.85% p.a.; 或
  - (If the amount of the Second Mortgage Loan exceeds 20% of the Net Purchase Price, but does not exceed 30% of the Net Purchase Price) Hong Kong Dollar Best Lending Rate minus 2.35% p.a., (如第二按揭貸款的金額超過淨樓價的20%,但不超過淨樓價的30%)港元最優惠利率減2.35% p.a.,

thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company. 其後之利率為港元最優惠利率加1% p.a.,利率浮動。最終利率以指定財務機構認可而定。

- (VI) The Property shall only be self-occupied by the Purchaser. 該物業只可供買方自住。
- (VII) The Purchaser shall repay the Second Mortgage Loan by monthly instalments. 買方須以按月分期償還第二按揭貸款。
- (VIII) No prepayment penalty for full repayment or partial prepayment is levied, but 1 month's prior written notice to the designated financing company is required. Each partial prepayment shall be at least HK\$100,000.

全數或部分償還不徵收提前償還罰款,但須於一個月前以書面提前通知指定財務機構。每次部分償還必須不少於港幣\$100,000。

(IX) The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any), but no stress test is required. For the avoidance of doubt, the first mortgagee bank shall conduct a stress test in accordance with the guidance of the Hong Kong Monetary Authority (if applicable). The Purchaser and his/her/its guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

買方及其擔保人(如有)須提供足夠文件證明其還款能力,包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估,但無須壓力測試。為免疑問,第一按揭銀行須按照香港金融管理局指引(如適用)進行壓力測試。買方及其擔保人(如有)必須提供指定財務機構所要求的資料及文件,否則貸款申請將不會獲處理。

(X) The total amount of (all kinds of) monthly instalment shall be not higher than 50% of the total amount of monthly income.

每月(所有種類)供款總額不可高於每月收入總額的50%。

按揭貸款的律師費用及代墊付費用。

(XI) The first mortgagee bank shall be nominated and referred by the designated financing company and the Purchaser shall obtain prior consent from the first mortgagee bank to apply for the Second Mortgage Loan.

第一按揭銀行須為指定財務機構所指定及轉介之銀行,買方並且須首先得到該銀行同意辦理第 二按揭貸款。

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

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

(XIV) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Second Mortgage Loan.

買方須就申請第二按揭貸款支付港幣\$5,000不可退還的申請手續費。

(XV) In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan. 指定財務機構會因應實方及其擔保人(加有)的信貸案查及認供結果,對有關付款計劃的流的貸款

指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果,對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。

(XVI) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Second Mortgage Loan. The approval, disapproval or the approved loan amount of the Second Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)).

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

- (XVII) The Second Mortgage Loan is subject to other terms and conditions. 第二按揭貸款受其他條款及細則約束。
- (XVIII) No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the Second Mortgage Loan.

  賣方無給予或視之為已給予任何就第二按揭貸款之安排及批核的陳述或保證。
- Note: The bank will, in the course of approving any mortgage, take into account the terms and conditions of the Second Mortgage Loan in accordance with Hong Kong Monetary Authority guidelines. For details, please enquire with the banks.
- 備註: 銀行會根據香港金融管理局的指引,將第二按揭貸款的條款納入銀行的按揭審批考慮。詳情請向 有關銀行查詢。

Appendix 1.3(c) King's Key 附錄 1.3(c) King's Key

- only applicable to the Purchaser who is an individual; and 只適用於個人名義買方;及
- not applicable to the Purchaser who has utilized the Early Move-in and Defer Completion Offer as set out in Appendix 1.2

不適用於已使用附錄 1.2 所述的提前入住及延後交易優惠的買方

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

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

- (I) The Purchaser makes a written application to the designated financing company for the Payment Financing not less than 90 days before the date of completion of sale and purchase of the Property. Late loan applications will not be processed by the designated financing company. 買方於完成該物業之買賣交易日前最少90日以書面向指定財務機構申請樓價貸款。指定財務機構將不會處理逾期貸款申請。
- (II) The Payment Financing shall be secured by a first legal mortgage over the Property and a first legal mortgage over Hong Kong residential property(ies) ("Existing Property"). The following are the basic requirements of the Existing Property:

  樓價貸款必須以該物業之第一法定按揭及香港住宅物業(『現有物業』)之第一法定按揭作為抵押。以下為現有物業的基本要求:
  - The registered owner of the Existing Property (or any one of the registered owners) must be the Purchaser (or any one of the Purchasers) or a close relative (i.e. spouse, parents (or spouse's parents), children, brothers, sisters, grandparents or grandchildren) of the Purchaser or a close relative of any one of the Purchasers; and 現有物業的業主(或其中一位業主)必須為買方(或買方其中一位)或買方的近親(即配偶、父母(或配偶的父母)、子女、兄弟、姊妹、祖父母、外祖父母、孫、孫女、外孫或外孫女)或買方其中一位的近親;及
  - The title to the Existing Property is good; and 現有物業的業權良好;及
  - The Existing Property is not leased out; and 現有物業沒有出租;及
  - The Existing Property is not subject to any mortgage or incumbrance; and 現有物業沒有按揭或產權負擔;及
  - The Existing Property is not a village-type house, residential property in a single block with an Occupation Permit issued before 1980, property which is subject to alienation restrictions and non-estate-type property situated on the outlying islands, etc.; and 現有物業不屬於村屋、1980年前發出入伙紙的單幢式住宅物業、有轉讓限制的物業或非屋 苑式的離島物業等;及
  - The Valuation of the Existing Property is 70% of the Purchase Price or above 現有物業的估算價值為樓價的70%或以上

Notwithstanding meeting the above requirements, the designated financing company reserves the right not to accept the Existing Property as security.

儘管符合上述要求,指定財務機構保留權利不接受現有物業作為抵押品。

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

(IV) The Payment Financing shall be fully drawn in one lump sum and shall only be applied for payment of the balance of the Purchase Price.

樓價貸款必須一次過全部提取,並只可用於繳付樓價餘額。

(V) The maximum amount of the Payment Financing shall be 90% of the Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable.

樓價貸款的最高金額為樓價的 90%,惟貸款金額不可超過應繳付之樓價餘額。

因應不同支付條款,如買方意欲申請最高貸款金額,可能須提前支付樓價餘額。

Depending on the different terms of payment, the Purchaser intending to apply for the maximum loan amount may have to early settle the balance of Purchase Price.

- (VI) The Purchaser is required to provide necessary documents upon request from the designated financing company, including without limitation, credit report, repayment record and/or banking record. The designated financing company will conduct credit check and assessment on the Purchaser and his/her guarantor (if any), but no stress test is required. The Purchaser shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed. 買方須提供指定財務機構所需文件,包括但不限於在指定財務機構要求下提供信貸報告、還款紀錄及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估,但無須壓力測試。買方必須提供指定財務機構所要求的資料及文件,否則貸款申請將不會獲處理。
- (VII) The Purchaser is required to provide sufficient documents to prove his/her repayment ability (including monthly instalments and the repayment on maturity).

  賈方須提供足夠文件證明其還款能力(包括每月供款及到期還款)。
- (VIII) The Payment Financing shall be approved by the designated financing company independently. 樓價貸款申請須由指定財務機構獨立審批。
- (IX) The maximum tenor of the Payment Financing shall be 3 years. 樓價貸款的年期最長為3年。

償還必須不少於港幣\$100,000。

- (X) No prepayment penalty for full repayment or partial prepayment is levied, but 1 month's prior written notice to the designated financing company is required. Each partial prepayment shall be at least HK\$100,000.

  全數或部分償還不徵收提前償還罰款,但須於一個月前以書面提前通知指定財務機構。每次部分
- (XI) Interest rate shall be 2.38% p.a.. The final interest rate will be subject to approval by the designated financing company.

利率為2.38% p.a.。最終利率以指定財務機構審批結果而定。

- (XII) The Purchaser shall repay the Payment Financing in the following manner: 買方須以以下方式償還樓價貸款:
  - (i) monthly instalment amount equivalent to 0.35% of the Purchase Price shall be applied for payment of interest firstly, and the balance thereof (if any) shall be applied for repayment of the principal of the Payment Financing; and 每月供款相當於樓價0.35%,先用於支付利息,餘款(如有)用於償還樓價貸款的本金;及
  - (ii) fully repay the balance of the principal of the Payment Financing and interest on the maturity date. 於到期日,全數償還樓價貸款的本金餘款及利息。
- (XIII) The Purchaser may apply to the designated financing company for the Extended Loan as set out in Appendix 1.3(d) for repayment of part of the principal of the Payment Financing upon the maturity date of the Payment Financing. The maximum amount of the Extended Loan shall be the balance of the principal of the Payment Financing repayable on maturity date of the Payment Financing less 10% of the Purchase Price. The designated financing company will adjust the loan amount in accordance with the

credit assessment of the Purchaser and his/her guarantor (if any). Please see Appendix 1.3(d) for details. 買方可向指定財務機構申請附錄1.3(d)所述的延續貸款,於樓價貸款到期日用以償還部份的樓價貸款的本金。延續貸款的最高金額為樓價貸款的到期日須償還的樓價貸款的本金餘款減去樓價的10%。指定財務機構會因應買方及其擔保人(如有)的信貸評估結果,對貸款金額作出調整。詳情請參閱附錄1.3(d)。

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

  所有樓價貸款的法律文件須由賣方代表律師辦理,並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師,在此情況下,買方亦須負責其代表律師有關樓價貸款的律師費用及代墊付費用。
- (XV) The Purchaser shall pay HK\$10,000 being the non-refundable application fee for the Payment Financing. 買方須就申請樓價貸款支付港幣\$10,000不可退還的申請手續費。
- (XVI) In accordance with the result of credit check and assessment of the Purchaser and his/her guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.
  指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果,對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。
- (XVII) The Purchaser is advised to enquire with the designated financing company about the purpose and details of the loan. The approval, disapproval or the approved loan amount of the loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement. 

  [[] ] 宣方敬請向指定財務機構查詢有關貸款用途及詳情。貸款批出與否、批出貸款金額及其條款,指定財務機構有最終決定權。不論審批結果如何,買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。
- (XVIII) This loan is subject to other terms and conditions. 此貸款受其他條款及細則約束。
- (XIX) No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the Payment Financing.

  賣方均無給予或視之為已給予任何就樓價貸款之批核的陳述或保證。

# 附錄 1.3(d) 延續貸款 Appendix 1.3(d) Extended Loan

- only applicable to the Purchaser who is an individual 只適用於個人名義買方
- (I) The Purchaser makes a written application to the designated financing company for the Extended Loan ("Extended Loan") not less than 90 days before the maturity date of the relevant loan (i.e. King's Key as set out in Appendix 1.3(c)). Late loan applications will not be processed by the designated financing company.

買方於有關貸款(即附錄 1.3(c) 所述之 King's Key)的到期日前最少 90 日以書面方式向指定財務機構申請延續貸款(『延續貸款』)。指定財務機構將不會處理逾期貸款申請。

- (II) The maximum amount of the Extended Loan shall be as mentioned in Appendix 1.3(c). 延續貸款的最高金額請參閱附錄 1.3(c)。
- (III) The Extended Loan shall be secured by the legal mortgage(s) as per the requirement at the time of application for the relevant loan.

  延續貸款必須以有關貸款申請時所要求的法定按揭作為抵押。
- (IV) The Property shall only be self-occupied by the Purchaser. 該物業只可供買方自住。
- (V) The Purchaser and his/her guarantor (if any) shall provide sufficient documents to prove his/her repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her guarantor (if any), but no stress test is required. The Purchaser and his/her guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

  [[] ] 百人其擔保人(如有)須提供足夠文件證明其還款能力,包括但不限於在指定財務機構要求下提供信貸報告、最近 2 年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估,但無須壓力測試。買方及其擔保人(如有)必須提供指定財務
- (VI) The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income. 每月(所有種類)供款總額不可高於每月收入總額的50%。
- (VII) The Extended Loan shall be approved by the designated financing company independently. 延續貸款申請須由指定財務機構獨立審批。
- (VIII) The Extended Loan shall be fully drawn in one lump sum and shall only be applied for repayment of the balance of the relevant loan.

  延續貸款必須一次過全部提取,並只可用於償還有關貸款餘款。
- (IX) The maximum tenor of the Extended Loan shall be 20 years. 延續貸款年期最長為20年。

機構所要求的資料及文件,否則貸款申請將不會獲處理。

- (X) Interest rate shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.

  利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率加1% p.a.,利率浮動。最終利率以指定財務機構審批結果而定。
- (XI) The Purchaser shall repay the Extended Loan by monthly instalments. 買方須以按月分期償還延續貸款。

- (XII) No prepayment penalty for full repayment or partial prepayment is levied, but 1 month's prior written notice to the designated financing company is required. Each partial prepayment shall be at least HK\$100,000.
  - 全數或部分償還不徵收提前償還罰款,但須於一個月前以書面提前通知指定財務機構。每次部分償還必須不少於港幣\$100,000。
- (XIII) All legal documents of the Extended Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her own solicitors to act for him/her, and in such event, the Purchaser shall also bear his/her own solicitors' costs and disbursements relating to the Extended Loan. 所有延續貸款的法律文件須由賣方代表律師辦理,並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師,在此情況下,買方亦須負責其代表律師有關延續貸款的律師費用及代墊付費用。
- (XIV) The Purchaser shall pay HK\$10,000 being the non-refundable application fee for the Extended Loan. 買方須就申請延續貸款支付港幣\$10,000不可退還的申請手續費。
- (XV) In accordance with the result of credit check and assessment of the Purchaser and his/her guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.
  指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果,對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。
- (XVI) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Extended Loan. The approval, disapproval or the approved loan amount of the Extended Loan and the terms thereof are subject to the final decision of the designated financing company. 買方敬請向指定財務機構查詢有關延續貸款用途及詳情。延續貸款批出與否、批出貸款金額及其條款,指定財務機構有最終決定權。
- (XVII) The Extended Loan is subject to other terms and conditions. 延續貸款受其他條款及細則約束。
- (XVIII) No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the Extended Loan.

  賣方無給予或視之為已給予任何就延續貸款之安排及批核的陳述或保證。

# Appendix 1.4(a) Priority to Purchase Residential Car Parking Space(s) 附錄 1.4(a) 優先認購住戶停車位

- (I) The Purchaser shall exercise his/her/its priority to purchase the residential car parking space(s) in accordance with time limit, terms and manner as prescribed by the sales arrangements of the residential car parking spaces to be announced by the Vendor. Otherwise, the priority to purchase the residential car parking space(s) shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.
  - 買方須根據賣方日後公佈的住戶停車位之銷售安排所規定的時限、條款及方法行使其優先認購住 戶停車位,否則其優先認購住戶停車位的優惠將會自動失效,買方不會為此獲得任何補償。
- (II) The price and sales arrangements details (including but not limited to the sequence for the selection of the residential car parking spaces) of residential car parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later.
  - 住戶停車位的售價及銷售安排詳情(包括但不限於揀選住戶停車位的次序)將由賣方全權及絕對酌情決定,並容後公佈。

# Appendix 1.4(b) Option to Licence Residential Car Parking Space(s) ("Option") 附錄 1.4(b) 使用住戶停車位選擇權(『該選擇權』)

(I) When the Purchaser submit a duly signed application form for the Early Move-in and Defer Completion Offer ("Application Form"), the Purchaser has to exercise the Option at the same time. If the Purchaser does not exercise the Option to take a Licence of the Residential Car Parking Space in the Application Form, then the Option shall lapse automatically and become null and void, the Vendor shall have no further obligation to grant the Option or Licence to such Purchaser, and the Purchaser shall not be entitled to any compensation therefor.

買方向賣方遞交提前入住及延後交易優惠的申請表格時(『申請表格』),須同時申請行使該選擇權。 如買方未有於申請表格同時申請行使該選擇權以取得住戶停車位的該使用許可,該選擇權將會自 動失效,賣方將再沒有責任授予該選擇權或使用許可予買方,買方亦不會就此獲得任何補償。

(II) The exercise of the Option and the granting of the Licence are subject to the following basic terms and conditions:-

該選擇權的行使及該使用許可的授予受以下條款及細則約束:-

- (a) The Licence must end upon the expiration or termination of the Licence Agreement under the Early Move-in and Defer Completion Offer as mentioned in Appendix 1.2. 該使用許可必須於附錄1.2的提前入住及延後交易優惠下的許可協議終止或屆滿時終止。
- (b) The location of the Residential Car Parking Space will not be a fixed one and shall be subject to determination or adjustment by the Vendor from time to time. 住戶停車位的位置浮動,並由賣方不時決定及調整。
- (c) The Purchaser has signed the Licence Agreement in the Vendor's prescribed form and content. 買方已簽署賣方指定格式及內容之許可協議。
- (d) The Licence fee and other charges (if any) payable by the Purchaser for the Residential Car Parking Space shall be charged at the then prevailing market rates generally charged by the Vendor in respect of the residential car parking spaces at the Phase licensed to other licensees, as determined or adjusted by the Vendor from time to time. 住戶停車位的使用許可費用及買方就住戶停車位應繳付的其他收費(如有),將以賣方就許可予該期數內的其他許可人的住戶停車位屆時一般地收取的市值收費,並由賣方不時決定及調整。
- (e) In the event that the Licence shall end upon completion of the sale and purchase of the Property, the Purchaser has a priority to purchase (if the Purchaser has taken a Licence of one residential car parking space) one residential car parking space or (if the Purchaser has taken Licence(s) of not more than two residential car parking spaces) not more than two residential car parking spaces of the Phase. Please see Appendix 1.4(a) for details. 若該使用許可於完成該物業之買賣時終止,買方可優先認購該期數內(如買方享有一個住戶停車位的使用許可)一個住戶停車位或(如買方享有不多於兩個住戶停車位的使用許可)不多於兩個住戶停車位。詳情請參閱附錄1.4(a)。
- (f) Other terms and conditions of the Option and the Licence shall be determined by the Vendor from time to time.

該選擇權及該使用許可的其他條款及細則由賣方不時決定。

# Appendix 2 of the Tender Notice 招標公告附錄2

# "Keep Money Laundering Away from Hong Kong" Leaflet 嚴禁清洗黑錢宣傳單張

# **Keep Money Laundering**

Lawyers and Public to Play Key Roles from Hong Kong

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

- Identification documents such as identity cards,
  - passports or travel documents

Hong Kong's legal services.

- Documents of legal status such as Certificates of Incorporation and Business Registration
- Identification documents of directors or persons

administration of estates, but all business dealings conducted between lawyers and their clients,

including litigation.

- Details of the beneficial ownership or control structure

Client information provided to

lawyers will be kept in strict confidence and in compliance with Ordinance. Only if lawyers detect errorist financing activities will they make a report to the law enforcement authorities as a

the Personal Data (Privacy)

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

suspicious money laundering or

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

statutory obligation. Failure to

offence under Hong Kong laws. egal community's commitment to supporting the combat against money laundering and terrorist financing - an international obligation of Hong Kong. The Law Society of Hong Kong sincerely hopes that members of the

public will cooperate with their lawyers and help maintain Hong Kong's integrity as an international financial Lawyers serve a key gate-keeping role in detecting and preventing money-laundering and terrorist financing. But lawyers will only be able to play this role effectively By providing lawyers with the required information, members of the public are helping to make it harder for money launderers and terrorists to disguise their activities as legal transactions. The new requirement can deter money launderers and terrorists from abusing The new requirements for client identification and gathering information is not limited to common transactions such as property transactions and the

with the public's assistance.

verification from their clients?

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

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

What is your relationship with the intended owner

What is the source of funding?



Unusual instructions

Unusual settlement requests

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

# What is meant by suspicious transaction?

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

- A secretive entity
- Unusual instructions
- Unusual settlement requests

If lawyers are unable to obtain the required information from their clients, they may refuse or cease to act for What if I do not want to disclose my information?

mer.

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

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

disclose any transaction suspected to be connected with money laundering or terrorist financing is an

# Frequently Asked Questions

Why does the Law Society of Hong Kong require awyers to request information for identification and The purpose of requesting client identification is to

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

What is the purpose of the transaction?

(if you do not intend to be the registered owner)?

Particulars of occupation or business giving instructions Board resolution For Corporation For Individuals Address proof Certificates

are now effective.

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[End of Part 1: Tender Notice] [第1部份:招標公告完]

# **PART 2: OFFER FORM**

### To: The Vendor

# 1. Offer

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

# 2. <u>Binding agreement if offer is accepted</u>

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 Offer Form (together with the Letter of Acceptance) shall constitute a binding agreement between me/us and the Vendor on the terms and conditions contained in this Offer Form.

# 3. Address for receipt of Letter of Acceptance

I/We agree that the Hong Kong correspondence address specified in the First 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. <u>Declarations, representations and warranties</u>

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

- (a) The information specified in the First Schedule to this Offer Form is in all respects true and accurate in so far it is within my/our knowledge.
- (b) The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the intermediary (if any) (i) any fees or commission in addition to the Purchase Price of the Property, (ii) any information or (iii) any copy documents. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.
- 5. Terms defined in the Tender Notice shall have the same meanings when used in this Offer Form unless otherwise defined herein.
- 6. I/We authorize the Vendor to complete the particulars (now in blank) (if any) in the documents submitted together with this Offer Form.

# First Schedule to the Offer Form

# **Tenderer's Information and Tendered Property**

(To be completed by the Tenderer of each Tendered Property)

Section 1 - Particulars o	f the T	Condoror						
Name	ine 1	enaerer						
Tume								
ID No. / Passport No. /								
BR No.								
Address/ Registered office	ce							
** **								
Hong Kong corresponde								
address (if different from	1							
above)								
Contact details		Name						
Contact details		Ivaille						
		Telephone				Fax		
		rerepriorie				1 421		
		l						
Section 2 – Tendered Pre	operty	,						
(The Tendered Property	must c	comprise one resid	dentia	l property	and one car	parkin	g spa	ce)
Residential Property	Tow	ver		Floor			Mar	nor
Car Parking Space	Floc			No.				
	Base	sement 2						
Continu 2 Tou day Duine								
Section 3 - Tender Price Tender Price (HK\$)								
Telider Price (HK\$)								
		(The Tender Pri	ce sha	ıll he incli	sive of the r	rice of	the re	esidential property and
		(The Tender Price shall be inclusive of the price of the residential property and the price of the car parking space. The Vendor has no responsibility to						
		apportion the Tender Price for the residential property and the car parking						
		space for the Tenderer)					, and the car parking	
Cashier order(s) and/or	chequ				5% of the Te	nder F	rice)	
Cashier order(s) *		Amount (HK\$)	,		Bank			Cashier order no.
, ,		,						
Cheque(s)		Amount (HK\$)			Bank			Cheque no.

<sup>\*</sup> Provided that the following minimum amount shall be paid by cashier order(s)):-

Amount of 5% of Tender Price	Minimum amount to be paid by cashier order(s)
HK\$5,000,000 or above	HK\$5,000,000
Less than HK\$5,000,000 but not less than HK\$4,000,000	HK\$4,000,000
Less than HK\$4,000,000 but not less than \$3,000,000	HK\$3,000,000
Less than HK\$3,000,000	HK\$2,000,000

Section 4 – Payment plan				
For details of the gifts, financial advantage or benefits, please refer to Appendix 1.				
360 days Payment Plan (TB1)				
Terms of Payment				
The Purchase Price of the Property shall be paid by the Purchaser to the Vendor in the manner as follows—				
• A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).				
• A further deposit equivalent to 5% of the Purchase Price shall be paid within 120 days after the date of Letter of Acceptance.				
• 2.5% of the Purchase Price shall be paid within 240 days after the date of Letter of Acceptance.				
• 87.5% of the Purchase Price (balance of Purchase Price) shall be paid within 360 days after the date of the Letter of Acceptance.				
Remark: The date of completion shall not be earlier than 90 days after the date of the Letter of Acceptance.				
Stamp Duty Express				
*   I/We <u>select</u> the Stamp Duty Express and select the amount of the Stamp Duty Express equal to:				
* 15% of the Purchase Price				
* 9% of the Purchase Price				
* 4.25% of the Purchase Price				
*   I/We do not select the Stamp Duty Express.				
(* Please tick as appropriate)				
Section 5 – Declaration regarding ad valorem stamp duty and buyer's stamp duty (†Please tick as appropriate)				
(a) I am/We are [†□ subject to/□ not subject to] buyer's stamp duty.				
(b) Flat rate of 15% of ad valorem stamp duty is [†□ applicable/□ not applicable] to my/our purchase of the Property.				
(c) I am/each of us is acquiring the Property [†□ on my own behalf and not on behalf of any other person(s)/□ on behalf of other person(s)].				

# Section 6 – Separate Tender(s) / Multiple Tender(s) / Related Tender(s)(if any) († Please tick as appropriate)

I/We acknowledge that :-

- (1) The Vendor may give due consideration to the following in deciding whether to accept the tender(s) in this Tender Document and the Separate Tender(s) / Multiple Tender(s) / Related Tender(s) (if any):
  - That the tenderer (or together with his/her/their/its related tenderer(s)) has submitted this Tender Document and the Multiple Tender(s) / the Related Tender(s) to offer to purchase (amongst others) two residential properties on the same floor and in the same tower in the Phase; and/or
  - Tender Price; and/or
  - Any other considerations which the Vendor may take into account.
- (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.
- † I/We confirm that I/we have submitted separate Offer Form(s) (in exactly the same name(s) as the Tenderer herein) ("Separate Tender(s)):-

		Residential prop	erty	Car parking space		
	Tower	Floor	Manor	Floor	No.	
1.				Basement 2		
2.				Basement 2		
3.				Basement 2		

I/We submit this tender and the Separate Tender on the condition that, I/we wish to be awarded the tender by the Vendor under **one Offer Form** only. I/We understand that if the tender of this Offer Form is accepted by the Vendor, any other Offer Form(s) under Separate Tender(s) submitted by me/us would be disregarded and will not be considered or accepted by the Vendor. I/We also confirm, agree and accept that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

† I/We confirm that I/we have submitted separate Offer Form(s) (in exactly the same name(s) as the Tenderer herein but not in joint names with others) as follows ("**Multiple Tender(s)**"):-

		Residential prop	erty	Car parking space		
	Tower	Floor	Manor	Floor	No.	
1.				Basement 2		
2.				Basement 2		
3.				Basement 2		

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

† My/our related tenderer(s), wh	ose name(s) is	s/are set ou	t in the table	below,	has/have	submitted	separate
Offer Form(s) as follows ("Rel	ated Tender(s	s)") :-					

		ID No. / Passport	Resid	dential pro	Car parking space		
	Name	No. / BR No.	Tower	Floor	Manor	Floor	No.
1.						Basement 2	
2.						Basement 2	
3.						Basement 2	

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

Section 7 – Intermediary					
I/We am/are introduced by the following intermediary* to submit this tender :-					
*Only an intermediary who has been appointed by the Vendor as sales agent should be stated below. Please					
enquire with the Vendor as to i	information regarding its sales agent.				
-					
Name of sales person					
•					
EA Licence No.					
Estate agency					

Declaration regarding intermediary (applicable only if an intermediary is specified above)

I/We declare and confirm as follows:-

Contact No.

- (a) the intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the intermediary or anyone for any such agreements, representations or undertaking made by the intermediary;
- (b) the Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the intermediary (i) any fees or commission in addition to the Purchase Price of the Property and administrative fees for amending the Agreement, (ii) any information or (iii) any copy documents. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption; and
- (c) 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 the Tender Document.

Section 8 - 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)).					

Sectio	n 9 - Sub	mission c	hecklist
The fo		document	ts are submitted to the Vendor (for details, please see paragraph 2.7 of the Tender
1.		Tende	r Document with the Offer Form completed, dated and signed
2.		Cashie	er order(s) and/or cheque(s)
3.		Tende	rer(s)' identification document(s)
4.		Interm	nediary's licence (if applicable)
5.	Docur (1)	ments in A	Annex to the Offer Form, duly signed and completed by the Tenderer:  Measurements of the Tendered Property (undated)
	(2)		Warning to Purchasers (undated)
	(3)		Acknowledgement Letter Regarding Stamp Duty (undated)
	(4)		Acknowledgement Letter Regarding Operation of Gondola (undated)
	(5)		Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited Personal
			Information Collection Statement (undated)
	(6)		SHKP Club Application Form (if applicable) (dated)
	(7)		(For Tenderer electing Stamp Duty Express only) Letter Regarding Stamp Duty
			Express (undated)
	(8)		Acknowledgement Letter Regarding Availability of Property for Viewing by
			Potential Purchasers (undated)
	(9)		Vendor's Information Form (undated)
	(10)		Acknowledgement Letter Regarding Viewing of Property (undated)
	(11)		Acknowledgement Letter Regarding Car Parking Space(s) (undated)
	(12)		Acknowledgement Letter Regarding Free Furniture Offer (undated)
	(13)		(For Tenderer applying for Financing Plan(s) only) Acknowledgement Letter Regarding Financing Plans (undated)

# Section 10 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)

We declare and agree as follows:-

- 1. The table below sets 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 the date of the Offer Form to 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.

Direc	Director(s)				
	Name	Hong Kong Identity Card No. / Passport No. / B.R.			
		No.			
1.					
2.					
3.					

### Section 11 - Signature of the Tenderer and witness

I/We, the Tenderer, have read the entire Tender Document and completed (i) the First Schedule to the Offer Form and (ii) the documents in the Annex to the Offer Form. 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 corporation, 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	Name of the witness:
corporation):	Trume of the withess.
Date:	

# **Second Schedule to the Offer Form**

### **Conditions of Sale**

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

"Development" means Central Peak Development.

"Phase" means Phase 1 of the Development (the residential development in

the Phase is called "Central Peak").

"this Preliminary Agreement" means the agreement made hereunder by virtue of the submission of

the Offer Form by the Purchaser and the Letter of Acceptance by the

Vendor in accordance with the Tender Document.

The Offer Form and the Letter of Acceptance shall constitute a binding agreement between the Vendor
and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall
purchase the Property at the Purchase Price and on the terms and conditions contained in this Preliminary
Agreement.

- 3. A preliminary deposit which is equal to five percent (5%) of the Purchase Price is payable by the Purchaser to the Vendor on signing of this Preliminary Agreement.
- 4. The sale and purchase shall be completed at the office of the Vendor's Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) on the completion date.
- 5. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-
  - (a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance;
  - (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.
- 6. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
- 7. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
- 8. The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholders.
- 9. The Purchaser shall attend the office of the Vendor's solicitors together with 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 prescribed by the Vendor's solicitors without amendment; (ii) to pay the sum as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement as set out in clause 20.
- 10. If the Purchaser fails to execute 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.
- 11. 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 car parking space of the Property) 12.5 square metres each; (for motor cycle parking space of the Property) 2.4 square metres each.
- 12. The sale and purchase of the Property includes the fittings, finishes and appliances as follows (for residential property of the Property) see attached Schedule to the Conditions of Sale; (for car parking space or motor cycle parking space of the Property) Nil.
- 13. 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.
- 14. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 15 and fully understands its contents.
- 15. For the purposes of clause 14, 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 had to pay if you had instructed your own solicitor in the first place.

    (尚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。
- 16. (a) 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.
  - (b) If the Purchaser intends to appoint an attorney to sign the Agreement and/or execute the Assignment on his/her/its/their behalf, the Purchaser shall execute a Power of Attorney in form and substance satisfactory to the Vendor in the presence of a Hong Kong practising solicitor. If the Power of Attorney is executed by the Purchaser outside Hong Kong, the Power of Attorney shall be witnessed by:-
    - (i) a Hong Kong practising solicitor; or

(ii) a notary public, and with the Power of Attorney legalized by apostille or by the Chinese Embassy (as the case may be).

It is advisable to execute a fresh Power of Attorney if the previous Power of Attorney was executed for more than 12 months ago.

- 17. If the Purchaser shall also instruct the Vendor's solicitors to act for him in respect of the purchase of the Property, the Vendor shall bear such solicitors' legal fees in respect of the Agreement and the subsequent Assignment in favour of the Purchaser.
- 18. If the Purchaser chooses to instruct his own solicitors to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment.
- 19. All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment to the Purchaser shall be borne and paid by the Purchaser.
- 20. All stamp duty (including without limitation any ad valorem stamp duty, special stamp duty, buyer's stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong)) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.
- 21. 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.
- 22. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.
- 23. The Purchaser shall before delivery of vacant possession of the Property by the Vendor pay to the Manager or the Vendor all management fee deposit, special fund, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the Deed of Mutual Covenant and Management Agreement and the Purchaser shall reimburse the Vendor for all payment including without limiting to all utilities deposits already paid by the Vendor in respect of the Property.
- 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 car parking space(s) or motor cycle parking space, 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 car parking spaces and the motor cycle parking spaces shall not be assigned except 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 car 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. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
- 28. Time shall in every respect be of the essence of this Preliminary Agreement.
- 29. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary

Agreement shall be excluded from the application of the CRTPO.

- (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.

# 30. In this Preliminary Agreement:-

- (a) "saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621);
- (b) "working day" has the meaning given by section 2(1) of that Ordinance;
- (c) the floor area of an item under clause (a) 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) 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.

# 出售條款附表 Schedule to Conditions of Sale

# Schedule of Fittings, Finishes and Appliances裝置、裝修物料及設備表

External wall 外牆	Curtain wall, glass wall, aluminum windows, tiles, aluminum claddings, natural stone claddings, glass cladding, aluminum grille, aluminum louvre and metal grille. 玻璃幕牆、玻璃牆、鋁窗、瓦、鋁質覆蓋層、天然石覆蓋層、玻璃覆蓋層、鋁質格柵、鋁質百葉窗及金屬格柵。
Internal wall (On exposed surfaces) 內牆 (外露位置)	Living Room and Dining Room - Emulsion paint and timber veneer. 客廳及飯廳 - 乳膠漆及木皮。  Bedroom - Emulsion paint. 睡房 - 乳膠漆。  For unit(s) listed in note (1): (構註(1)所列之單位: Living Room and Dining Room - Wall covering, glass, stainless steel, natural stone, timber veneer and timber in painted finishes.  客廳及飯廳 - 牆紙、玻璃、不銹鋼、天然石、木皮及漆面木。 Master Bedroom - Timber in painted finishes, wall covering, metal, glass and emulsion paint. 主人睡房 - 漆面木、牆紙、金屬、玻璃及乳膠漆。 Bedroom 1 — Wall covering and timber veneer. 睡房 1 - 牆紙及木皮。 Bedroom 2 — Wall covering, mirror, metal and emulsion paint. 睡房 2 - 牆紙、鏡、金屬及乳膠漆。 Bedroom 3 — Fabric, metal, glass and emulsion paint. 睡房 3 - 布、金屬、玻璃及乳膠漆。 For unit(s) listed in note (2): (備註(2)所列之單位: Living Room and Dining Room - Fabric, metal, mirror, natural stone, timber veneer and wall covering. 客廳及飯廳 - 布、金屬、鏡、天然石、木皮及牆紙。 Master Bedroom - Emulsion paint, fabric, metal and timber veneer.
	主人睡房 - 乳膠漆、布、金屬及木皮。 Bedroom 1 and Bedroom 3 – Fabric, mirror and timber veneer. 睡房 1 及睡房 3 - 布、鏡及木皮。

# **Schedule of Fittings, Finishes and Appliances**

# 裝置、裝修物料及設備表

Internal wall (On exposed surfaces) 內牆

(外露位置)

For unit(s) listed in note (3):

備註(3)所列之單位:

Living Room and Dining Room - Mirror, stainless steel, wall covering, natural stone and timber veneer.

客廳及飯廳-鏡、不銹鋼、牆紙、天然石及木皮。

Master Bedroom - Emulsion paint, glass, mirror, stainless steel, timber, timber veneer and wall covering.

主人睡房-乳膠漆、玻璃、鏡、不銹鋼、木、木皮及牆紙。

Bedroom 1 - Emulsion paint, timber veneer and wall covering.

睡房 1-乳膠漆、木皮及牆紙。

Bedroom 2 - Emulsion paint, fabric, metal and wall covering.

睡房 2 - 乳膠漆、布、金屬及牆紙。

For unit(s) listed in note (4):

備註(4)所列之單位:

Living Room and Dining Room - Mirror, stainless steel, natural stone, glass and timber veneer.

客廳及飯廳-鏡、不銹鋼、天然石、玻璃及木皮。

Master Bedroom - Emulsion paint, mirror, stainless steel, natural stone, wall covering and timber veneer.

主人睡房-乳膠漆、鏡、不銹鋼、天然石、牆紙及木皮。

Bedroom 1 - Emulsion paint, wall covering, leather and timber veneer.

睡房 1-乳膠漆、牆紙、皮及木皮。

Bedroom 2 - Emulsion paint, stainless steel, mirror, wall covering, fabric and timber veneer.

睡房 2-乳膠漆、不銹鋼、鏡、牆紙、布及木皮。

For unit(s) listed in note (5):

備註(5)所列之單位:

Master Bedroom - Emulsion paint and timber veneer.

主人睡房-乳膠漆及木皮。

Internal ceiling (On exposed surfaces) 天花板

(外露位置)

Living Room, Dining Room and Bedroom - Emulsion paint and gypsum board bulkhead with emulsion paint.

客廳、飯廳及睡房-乳膠漆及石膏板假陣面髹上乳膠漆。

For unit(s) listed in notes (1) and (4):

Living Room and Dining Room - Gypsum board with emulsion paint.

備註(1)及(4)所列之單位:

客廳及飯廳 - 石膏板面髹上乳膠漆。

# Schedule of Fittings, Finishes and Appliances 裝置、裝修物料及設備表

Internal ceiling (On exposed surfaces) 天花板 (外露位置)	For unit(s) listed in note (3): Living Room and Dining Room - Gypsum board with timber veneer and emulsion paint. 備註(3)所列之單位: 客廳及飯廳 - 石膏板面裝設木皮及髹上乳膠漆。
Flooring (On exposed surfaces) 內部地板 (外露位置)	Living Room and Dining Room - Natural stone. 客廳及飯廳 - 天然石。  Bedroom - Engineered timber flooring; natural stone border provided between the bedroom and utility platform, flat roof and garden.  睡房 - 複合木地板;睡房與工作平台、平台及花園之間鋪砌天然石圍邊。
Door 門	Timber door and metal frame glass door. 木門及金屬框玻璃門。
Bathroom (On exposed surfaces) 浴室 (外露位置)	Sanitary fitments are provided. 提供潔具。 Floor - Natural stone. 地板 - 天然石。  Wall - Natural stone and metal up to false ceiling (tiles on the back of basin cabinet). 牆壁 - 天然石及金屬至假天花(洗手盆櫃背鋪瓦)。  For unit(s) listed in note (2): Wall - Natural stone to false ceiling. 備註(2)所列之單位: 牆壁 - 天然石至假天花。  For unit(s) listed in note (6): Wall - Natural stone, metal and mirror up to false ceiling (tiles on the back of basin cabinet). 備註(6)所列之單位: 牆壁 - 天然石、金屬及鏡至假天花(洗手盆櫃背鋪瓦)。  Ceiling - Gypsum board with emulsion paint and aluminum ceiling. 天花板 - 石膏板面髹上乳膠漆及鋁質天花板。

# Schedule of Fittings, Finishes and Appliances裝置、裝修物料及設備表

T				
Bathroom	For unit(s) listed in note (7):			
(On exposed	Ceiling - Gypsum board with emulsion paint.			
surfaces)	備註(7)所列之單位:			
浴室	天花板 - 石膏板面髹上乳膠漆。			
(外露位置)				
Kitchen	Floor - Natural stone.			
(On exposed	地板 - 天然石。			
surfaces)				
厨房	Wall - Natural stone, mirror, timber veneer and metal (tiles on the back of Kitchen cabinet).			
	· · · · · · · · · · · · · · · · · · ·			
(外露位置)	牆壁 - 天然石、鏡、木皮及金屬(廚櫃背鋪瓦)。			
	For unit(s) listed in note (2):			
	Wall - Natural stone and metal.			
	備註(2)所列之單位:			
	牆壁 - 天然石及金屬。			
	Ceiling - Gypsum board with emulsion paint and aluminum ceiling.			
	天花板 - 石膏板面髹上乳膠漆及鋁質天花。			
	For unit(s) listed in note (2):			
	Ceiling - Gypsum board with emulsion paint.			
	備註(2)所列之單位:			
	天花板 - 石膏板面髹上乳膠漆。			
	人化似"石肓似田休工孔胗凉。			
	Cooling house. Deconstituted stone			
	Cooking bench - Reconstituted stone.			
	灶台 - 人造石。			
	For unit(s) listed in note (2):			
	Cooking bench - Natural stone.			
	備註(2)所列之單位:			
	灶台 - 天然石。			
0.1	//\			
Other	(i) Induction hob, gas cooking hob, cooker hood, combi steam oven, oven, dishwasher, fridge &			
Provisions	freezer, wine cellar, washing machine and drying machine (except washer-dryer for Manor A			
其他設備	and Manor B of Everex I and Everex II at 2/F, 3/F, 5/F and 6/F).			
	電磁爐、煤氣煮食爐、抽油煙機、蒸焗爐、焗爐、洗碗碟機、雪櫃及冰箱、酒櫃、洗衣			
	機及乾衣機 (除 Everex I 及 Everex II 於 2 樓、3 樓、5 樓及 6 樓 之 Manor A 及 Manor B 裝			
	設洗衣乾衣機)。			
	(ii) Water heater and exhaust fan.			
	· 裝設熱水爐及抽氣扇。			
	- トレン・ハル・オーツ 一川 小型では			
	(iii) Air-conditioner for Living Room, Dining Room and Bedroom.			
	客廳、飯廳及睡房裝設冷氣機。			
	(T) 原 以 原 (人 )			

# Schedule of Fittings, Finishes and Appliances 裝置、裝修物料及設備表

Note(1): Manor A of Alpex I at 2/F. 備註(1): Alpex I 於 2 樓之 Manor A。

Note(2): Skyplex of Alpex II. 備註(2): Alpex II 之 Skyplex。

Note(3): Manor A of Everex II at 3/F. 備註(3): Everex II 於 3 樓之 Manor A。

Note(4): Manor B of Everex II at 3/F. 備註(4): Everex II 於 3 樓之 Manor B。

Note(5): Manor A and Manor B of Alpex I, Alpex II and Alpex III and

備註(5): Skyplex of Alpex I and Alpex III (except Manor A of Alpex I at 2/F).

Alpex I、Alpex II 及 Alpex III 之 Manor A 及 Manor B 及

Alpex I 及 Alpex III 之 Skyplex (Alpex I 於 2 樓之 Manor A 除外)。

Note(6): Bathroom at Manor A, Manor B and Skyplex of Everex I and Everex II;

備註(6): Bathroom 1 and Bathroom 2 at Sky Manor and Skyplex of Alpex I and Alpex III;

Master Bathroom at Manor A and Manor B of Alpex I, Alpex II, Alpex III, Everex I and

Everex II;

Master Bathroom at Sky Manor and Skyplex of Alpex I and Alpex III; and

Master Bathroom at Skyplex of Everex I and Everex II.

Everex I 及 Everex II 之 Manor A、Manor B 及 Skyplex 的浴室; Alpex I 及 Alpex III 之 Sky Manor 及 Skyplex 的浴室 1 及浴室 2;

Alpex I、Alpex II、Alpex III、Everex I 及 Everex II 之 Manor A 及 Manor B 的主人浴室;

Alpex I 及 Alpex III 之 Sky Manor 及 Skyplex 的主人浴室; 及

Everex I 及 Everex II 之 Skyplex 的主人浴室。

Note(7): Master Bathroom at Manor A and Manor B of Alpex I, Alpex II, Alpex III, Everex I and

備註(7): Everex II;

Master Bathroom at Sky Manor of Alpex I and Alpex III;

Master Bathroom at Skyplex of Alpex I, Alpex III, Everex I and Everex II; and

Master Bathroom and Bathroom at Skyplex of Alpex II.

Alpex I、Alpex II、Alpex III、Everex I 及 Everex II 之 Manor A 及 Manor B 的主人浴室;

Alpex I 及 Alpex III 之 Sky Manor 的主人浴室;

Alpex I、Alpex III、Everex I 及 Everex II 之 Skyplex 的主人浴室; 及

Alpex II 之 Skyplex 的主人浴室及浴室。

# 第2部份:要約表格

# 致:賣方

# 1. 要約

本人/我們(其名稱與地址載於本要約表格附表 1),即投標者,現不可撤銷地提出要約以本要約表格附表 1 中指明的投標價購買投標物業,並受招標文件及本要約表格附表 2 中的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,本要約表格 (連同賣方的接納書)構成本人/我們與賣方之間按照載於本要約表格的條款及細則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附表 1 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) 本要約表格附表 1 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) 賣方及其職員並無亦不會直接或間接向買方或中介人(如有)收取(i)除該物業樓價外的任何費用或佣金、(ii)任何資料或(iii)任何副本文件。如有任何人士以賣方僱員或代理人之名義在買方購買該物業時向其索取任何金錢或其他利益,買方應向廉政公署舉報。
- 5. 除非在本要約表格中另有定義,否則招標公告中定義的詞語用於本要約表格時具有相同意思。
- 6. 本人/我們授權賣方完成連同本要約表格遞交的文件中的細節(現在留白)(如有)。

# 要約表格附表1

# 投標者資料及投標物業

(由每一個投標物業的投標者填寫)

(田母 間)以(示70)未口	DXINT EIG	マカツノ					
第1節-投標者的資	<i> </i>						
<u> </u>	<·/ 1						
<b>台</b> 冊							
身份證/護照/商業	<i>坐 又</i> ⋞ ≟コ						
	尼豆司						
證號碼							
地址/註冊辦事處							
₹.卅./玄.川./rii (ti	しエナ						
香港通訊地址(如與	上山个						
同)							
聯絡資料		聯絡人					
					1		
		電話			傳真	Į	
第2節-投標物業							
(投標物業須包含一個		<b>業</b> 及一個停車位)					
*	1	未及 個日平位)	神尽			멸상	
住宅物業	座數		樓層			單位	
EAR TO EX	tula :		H to what				
停車位	樓層		號碼				
	地庫2	曾					
第3節-投標價							
投標價(HK\$)							
汉(木)貞(1114年)							
	(	投煙價須 <u>包</u> 会住分	2物業的(	曹錢 及 停 亩 化	7的價錢	。賣方魚	無責任為投標者將投
標價攤分予住宅物業及					山川貝攻	貝刀が	(1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
			未以行年	<u> </u>			
銀行本票及/或支票				T		1	
銀行本票*	Ś	金額 (HK\$)		銀行		本票號	虎皓
支票	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	金額 (HK\$)		銀行		支票號	虎碼
		A. Johnson					
* 惟當中須以銀行本票支付	寸以下最低金	<b>金額:-</b>					
投標價 5%的金額 以銀行本票支付的最低			任全額		1		
港幣 5,000,000 元或以上			港幣 5,000,000 元				
少於港幣 5,000,000 元但	不少於港幣	4,000,000 元		港幣 4,000,000 元			
少於港幣 4,000,000 元但				港幣 3,000,000 元			
少於港幣 3,000,000 元			港幣 2,000,000 元 港幣 2,000,000 元				

第4 節 - 支付辦法
有關贈品、財務優惠或利益的詳情,請參閱附錄 1。
360 日付款計劃(TB1)
支付條款
本物業的樓價須由買方按以下方式支付予賣方一
● 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。
● 加付訂金即樓價 5%於接納書的日期後 120 日內繳付。
● 樓價 2.5%於接納書的日期後 240 日內繳付。
● 樓價 87.5%(樓價餘額)於接納書的日期後 360 日內繳付。
註:成交日不可早於接納書的日期後90日。
印花稅直送
* □ 本人/我們 <b>選擇</b> 印花稅直送並選擇印花稅直送的金額相等於:
*□樓價的 15%
*□樓價的 9%
*□樓價的 4.25%
*□ 本人/我們 <u>不選擇</u> 印花稅直送。
(* <i>請剔適用者</i> )

# 第5節-有關從價印花稅及買家印花稅的聲明(+請剔適用者)

- (a) 本人/我們 [†□ 須/□ 毋須]繳付買家印花稅。
- (b) 從價印花稅的劃一 15%稅率[†□ 適用/□ 不適用] 於本人/我們購買的該物業。
- (c) 本人/我們各人在購入該物業時是[†口代表自己行事及並不代表任何其他人/口代表他人行事]。

# 第6節-個別投標書/多份投標書/相關投標書(如有)(清劃通用者)

# 本人/我們知悉如下:

- (1) 賣方可對以下事項給予適當考慮以決定是否接納本招標文件及個別投標書 / 多份投標書 / 相關投標書(如有)內的投標書:
  - 投標者(或聯同其相關投標者)已遞交本招標文件及多份投標書/相關投標書去承投購買(包括其他)期數內兩個位於相同樓層及相同座數的住宅物業;及/或
  - **投標價**; 及/或
  - 任何其他賣方可加入的考慮。
- (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。
- †□ 本人/我們(以本人/我們的名義而非與他人聯名)已遞交以下個別的要約表格(「個別投標書」):

	住宅物業			停車	<b></b>
	座數	樓層	單位	樓層	號碼
1.				地庫2層	
2.				地庫2層	
3.				地庫2層	

本人/我們提交本投標書及個別投標書的前提為本人/我們僅願賣方接受<u>其中一份要約表格</u>的投標。本人/我們明白若賣方接受本要約表格的投標,本人/我們提交的任何其他要約表格的投標將不被理會及不被賣方考慮或接受。本人/我們亦確認、同意及接受賣方決定之投標結果為最終的,而本人/我們將不會就此提出任何申索或反對。

†□ 本人/我們(以本人/我們的名義而非與他人聯名)已遞交以下個別的要約表格(「**多份投標書**」):

	住宅物業			停耳	巨位
	座數	樓層	單位	樓層	號碼
1.				地庫2層	
2.				地庫2層	
3.				地庫2層	

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

†□ 在以下列表列出名稱之本人	/我們之相關投標者已號交以下個別的要約表格(「相關投標書	_):

	名稱	身份證/護照/商業	住宅物業			停車位	
	41件	登記證號碼	座數	樓層	單位	樓層	號碼
1.						地庫2層	
2.						地庫2層	
3.						地庫2層	

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

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本人/我們經以下中介人\*介紹而提交本投標書:

\*填寫於下方的中介人僅應是經由賣方委託的銷售代理人。請向賣方查詢其銷售代理人的資料。

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(僅於以上有指明中介人時適用)

本人/我們聲明及確認如下:

- (a) 中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、陳述或承諾,無論在任何 情況下賣方均無須就中介人所作出的任何協議、陳述或承諾向買方、中介人或任何其他人負責;
- (b) 賣方及其職員並無亦不會直接或間接向買方或中介人收取(i)除該物業樓價及修訂正式合約的行政費外的任何費用或佣金、(ii)任何資料或(iii)任何副本文件。如有任何人士以賣方僱員或代理人之名義在買方購買該物業時向其索取任何金錢或其他利益,買方應向廉政公署舉報;及
- (c) 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的條款及細則進行。

第8節	- 與賣方關係的聲明(† <b>請剔適用者</b> )
就《一章	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;
(0)	<del>这</del>   目   过去账數法用式被排八司的基本,式这基本的公贝。配用式之 <del>也</del> ,式

(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9節-遞交清單							
以下文件遞交給賣方(詳情見招標公告第 2.7 段):							
1.		已填妥	、填上日期及簽署的招標文件及要約表格				
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	<b>是標者填妥並簽署的要約表格附件中的文件:</b>					
	(1)		投標物業的量度尺寸(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)		關於吊船操作的確認書(未有填上日期)				
	(5)		新鴻基地產(銷售及租賃)代理有限公司個人資料收集聲明(未有填上日期)				
	(6)		新地會申請表格(如適用)(已填上日期)				
	(7)		(只適用於選擇印花稅直送的投標者)關於印花稅直送的信件(未有填上日期)				
	(8)		關於繼續開放物業予準買家參觀的確認信(未有填上日期)				
	(9)		賣方資料表格(未有填上日期)				
	(10)		關於參觀物業的確認信(未有填上日期)				
	(11)		有關停車位之確認書(未有填上日期)				
	(12)		關於送贈家具優惠的確認書(未有填上日期)				
	(13)		(只適用於選擇財務計劃的投標者) 關於財務計劃的確認信(未有填上日期)				

# 第10節-關於法團投標者的聲明(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	董事					
	名稱	香港身份證號碼 / 護照號碼 / 商業登記號碼				
1.						
2.						
3.						

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第11 節 – 投標者及見證人的簽署	
本人/我們,即投標者,已閱讀整份招標文件並填妥 人/我們同意遵守及接受招標文件的條款及細則。	Ý (i)要約表格附表 1 及(ii)要約表格附件中的文件。本
(註:如投標者由多於一人組成,要約表格須由所有在權人士簽署及蓋上法團印章。)	投標者簽署。如投標者為法團,要約表格須由其獲授
投標者簽署:	見證人簽署:
X	X
獲授權人士的名稱(如投標者為法團):	見證人名稱:
日期:	
□ 177 I .	

# 要約表格附表 2

# 出售條款

1. 招標公告中定義的詞語用於本出售條款時具有相同意思,但以下另有定義的除外:

「發展項目」 指 Central Peak 發展項目。

「期數」 指發展項目的第1期(期數中住宅發展項目稱為「Central

Peak 」) ∘

「本臨時合約」 指買方根據招標文件遞交要約表格,以及賣方根據招標

文件的接納書而訂立的合約。

2. 要約表格及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細則出售該物業,而買方須以樓價並按本臨時合約所載條款及細則購買該物業。

- 3. 買方須於簽署本臨時合約時向賣方支付相等於樓價的5%的臨時訂金。
- 4. 買賣須於成交日的辦公時間(即指由上午 10 時起至同日下午 4 時 30 分為止期間)內,在賣方律師的辦事處完成。
- 5. 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。
- 6. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話),由買方承擔。
- 7. 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。
- 8. 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。
- 9. 買方須於接納書的日期之後的 5 個工作日內携帶接納書到賣方律師的辦事處辦理下列手續(按: 必須嚴守所訂日期。):(i)簽署賣方代表律師所訂定之標準正式合約;(ii)在簽署正式合約之同時 交付本臨時合約上列明應付之款項;及(iii)同時交付第 20 條所載就正式合約應付之所有印花稅。
- 10. 如買方沒有在接納書的日期之後的5個工作日内簽立正式合約:
  - (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。
- 11. 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 2.4 平方米。
- 12. 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;(就該物業的停車位或電單車停車位而言)沒有。
- 13. 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。
- 14. 買方確認已收到第15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。

- 15. 就上述第14條而言,「對買方的警告」內容如下一
  - (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.

- 16. (a) 本臨時合約只適用於買方本身,買方無權要求賣方與任何其他人訂立任何正式合約,亦無權將本臨時合約的利益轉讓予第三方。
  - (b) 如買方意欲委任獲授權人去代表其本人簽署正式合約及/或轉讓契,買方須在香港執業律師見證下簽訂一分在格式及內容上達致賣方滿意程度的授權書。如買方在香港境外簽訂授權書,授權書並須由以下人士見證簽名:
    - (i) 香港執業律師;或
    - (ii) 公証人,及該授權書經認証(apostille)或經中國領使館加簽(視情況而定)。

如之前的授權書已簽訂超過12個月,建議買方應簽訂新的授權書。

- 17. 若買方亦聘用賣方之律師行為買方在該物業買賣之代表律師,賣方將承擔該律師行在處理正式合約及其後買方受益的轉讓契之法律費用。
- 18. 若買方選擇另聘律師代表其買入該物業,則買賣雙方須各自支付其在有關正式合約及其後的轉讓 契之法律費用。
- 19. 買方律師有關擬備、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的法律費用及代墊付費用,全部由買方承擔及支付。
- 20. 有關本臨時合約及/或正式合約及/或其後的轉讓契之所有印花稅(包括但不限於根據香港法例第

117章《印花稅條例》可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅),一概由 買方承擔及支付。

- 21. 一切圖則費用、有關業權之契約之核證副本包括圖則之費用、查冊費、註冊費及其他代墊付費用 均須由買方承擔。一切有關該物業按揭之法律費用及代墊付費用,均由買方支付及承擔。
- 22. 如在簽署正式合約前,買方或其代表人將本臨時合約在土地註冊處註冊,買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
- 23. 買方須在賣方交吉該物業予買方時繳付管理人或賣方一切管理費按金、特別基金、泥頭清理費、 預繳管理費及其他根據大廈公契之其他按金及費用,買方並須償還賣方代該物業已支付的費用, 包括但不限於賣方已支付的該物業的所有公用事業服務的按金。
- 24. 買方如有更改地址或電話,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,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. 該物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。
- 28. 買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
- 29. (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。

### 30. 在本臨時合約中一

- (a) "**實用面積**"具有《一手住字物業銷售條例》(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(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(b)項所指的項目的面積,按照該條例附表 2 第 2 部計算。

# 出售條款附表 Schedule to Conditions of Sale

# Schedule of Fittings, Finishes and Appliances裝置、裝修物料及設備表

External wall 外牆	Curtain wall, glass wall, aluminum windows, tiles, aluminum claddings, natural stone claddings, glass cladding, aluminum grille, aluminum louvre and metal grille. 玻璃幕牆、玻璃牆、鋁窗、瓦、鋁質覆蓋層、天然石覆蓋層、玻璃覆蓋層、鋁質格柵、鋁質百葉窗及金屬格柵。
Internal wall (On exposed surfaces) 內牆 (外露位置)	Living Room and Dining Room - Emulsion paint and timber veneer. 客廳及飯廳 - 乳膠漆及木皮。  Bedroom - Emulsion paint. 睡房 - 乳膠漆。  For unit(s) listed in note (1): 備註(1)所列之單位: Living Room and Dining Room - Wall covering, glass, stainless steel, natural stone, timber veneer and timber in painted finishes. 客廳及飯廳 - 牆紙、玻璃、不銹鋼、天然石、木皮及漆面木。 Master Bedroom - Timber in painted finishes, wall covering, metal, glass and emulsion paint. 主人睡房 - 漆面木、牆紙、金屬、玻璃及乳膠漆。 Bedroom 1 — Wall covering and timber veneer. 睡房 1 - 牆紙及木皮。 Bedroom 2 — Wall covering, mirror, metal and emulsion paint. 睡房 2 - 牆紙、鏡、金屬及乳膠漆。 Bedroom 3 — Fabric, metal, glass and emulsion paint. 睡房 3 - 布、金屬、玻璃及乳膠漆。 For unit(s) listed in note (2): (備註(2)所列之單位: Living Room and Dining Room - Fabric, metal, mirror, natural stone, timber veneer and wall covering.
	客廳及飯廳 - 布、金屬、鏡、天然石、木皮及牆紙。 Master Bedroom - Emulsion paint, fabric, metal and timber veneer. 主人睡房 - 乳膠漆、布、金屬及木皮。 Bedroom 1 and Bedroom 3 – Fabric, mirror and timber veneer. 睡房 1 及睡房 3 - 布、鏡及木皮。

# **Schedule of Fittings, Finishes and Appliances**

# 裝置、裝修物料及設備表

Internal wall (On exposed surfaces) 內牆

(外露位置)

For unit(s) listed in note (3):

備註(3)所列之單位:

Living Room and Dining Room - Mirror, stainless steel, wall covering, natural stone and timber veneer.

客廳及飯廳-鏡、不銹鋼、牆紙、天然石及木皮。

Master Bedroom - Emulsion paint, glass, mirror, stainless steel, timber, timber veneer and wall covering.

主人睡房-乳膠漆、玻璃、鏡、不銹鋼、木、木皮及牆紙。

Bedroom 1 - Emulsion paint, timber veneer and wall covering.

睡房 1-乳膠漆、木皮及牆紙。

Bedroom 2 - Emulsion paint, fabric, metal and wall covering.

睡房 2 - 乳膠漆、布、金屬及牆紙。

For unit(s) listed in note (4):

備註(4)所列之單位:

Living Room and Dining Room - Mirror, stainless steel, natural stone, glass and timber veneer.

客廳及飯廳-鏡、不銹鋼、天然石、玻璃及木皮。

Master Bedroom - Emulsion paint, mirror, stainless steel, natural stone, wall covering and timber veneer.

主人睡房-乳膠漆、鏡、不銹鋼、天然石、牆紙及木皮。

Bedroom 1 - Emulsion paint, wall covering, leather and timber veneer.

睡房 1 - 乳膠漆、牆紙、皮及木皮。

Bedroom 2 - Emulsion paint, stainless steel, mirror, wall covering, fabric and timber veneer.

睡房 2-乳膠漆、不銹鋼、鏡、牆紙、布及木皮。

For unit(s) listed in note (5):

備註(5)所列之單位:

Master Bedroom - Emulsion paint and timber veneer.

主人睡房 - 乳膠漆及木皮。

Internal ceiling (On exposed surfaces) 天花板 (外露位置) Living Room, Dining Room and Bedroom - Emulsion paint and gypsum board bulkhead with emulsion paint.

客廳、飯廳及睡房-乳膠漆及石膏板假陣面髹上乳膠漆。

For unit(s) listed in notes (1) and (4):

Living Room and Dining Room - Gypsum board with emulsion paint.

備註(1)及(4)所列之單位:

客廳及飯廳 - 石膏板面髹上乳膠漆。

## Schedule of Fittings, Finishes and Appliances裝置、裝修物料及設備表

Internal ceiling (On exposed surfaces) 天花板 (外露位置)	For unit(s) listed in note (3): Living Room and Dining Room - Gypsum board with timber veneer and emulsion paint. 備註(3)所列之單位: 客廳及飯廳 - 石膏板面裝設木皮及髹上乳膠漆。
Flooring (On exposed surfaces) 內部地板 (外露位置)	Living Room and Dining Room - Natural stone. 客廳及飯廳 - 天然石。  Bedroom - Engineered timber flooring; natural stone border provided between the bedroom and utility platform, flat roof and garden.  睡房 - 複合木地板;睡房與工作平台、平台及花園之間鋪砌天然石圍邊。
Door 門	Timber door and metal frame glass door. 木門及金屬框玻璃門。
Bathroom (On exposed surfaces) 浴室 (外露位置)	Sanitary fitments are provided. 提供潔具。 Floor - Natural stone. 地板 - 天然石。 Wall - Natural stone and metal up to false ceiling (tiles on the back of basin cabinet). 牆壁 - 天然石及金屬至假天花(洗手盆櫃背鋪瓦)。 For unit(s) listed in note (2): Wall - Natural stone to false ceiling. 備註(2)所列之單位: 牆壁 - 天然石至假天花。 For unit(s) listed in note (6): Wall - Natural stone, metal and mirror up to false ceiling (tiles on the back of basin cabinet). 備註(6)所列之單位: 牆壁 - 天然石、金屬及鏡至假天花(洗手盆櫃背鋪瓦)。 Ceiling - Gypsum board with emulsion paint and aluminum ceiling. 天花板 - 石膏板面髹上乳膠漆及鋁質天花板。

## Schedule of Fittings, Finishes and Appliances裝置、裝修物料及設備表

Bathroom (On exposed surfaces) 浴室 (外露位置)	For unit(s) listed in note (7): Ceiling - Gypsum board with emulsion paint. 備註(7)所列之單位: 天花板 - 石膏板面髹上乳膠漆。
Kitchen (On exposed surfaces) 廚房 (外露位置)	Floor - Natural stone. 地板 - 天然石。  Wall - Natural stone, mirror, timber veneer and metal (tiles on the back of Kitchen cabinet). 牆壁 - 天然石、鏡、木皮及金屬(廚櫃背鋪瓦)。 For unit(s) listed in note (2): Wall - Natural stone and metal. 備註(2)所列之單位: 牆壁 - 天然石及金屬。  Ceiling - Gypsum board with emulsion paint and aluminum ceiling. 天花板 - 石膏板面髹上乳膠漆及鉛質天花。 For unit(s) listed in note (2): Ceiling - Gypsum board with emulsion paint. 備註(2)所列之單位: 天花板 - 石膏板面髹上乳膠漆。  Cooking bench - Reconstituted stone. 灶台 - 人造石。 For unit(s) listed in note (2): Cooking bench - Natural stone. 備註(2)所列之單位: 灶台 - 天然石。
Other Provisions 其他設備	(i) Induction hob, gas cooking hob, cooker hood, combi steam oven, oven, dishwasher, fridge & freezer, wine cellar, washing machine and drying machine (except washer-dryer for Manor A and Manor B of Everex I and Everex II at 2/F, 3/F, 5/F and 6/F). 電磁爐、煤氣煮食爐、抽油煙機、蒸焗爐、焗爐、洗碗碟機、雪櫃及冰箱、酒櫃、洗衣機及乾衣機 (除 Everex I 及 Everex II 於 2 樓、3 樓、5 樓及 6 樓之 Manor A 及 Manor B 裝設洗衣乾衣機)。
	(ii) Water heater and exhaust fan. 裝設熱水爐及抽氣扇。
	(iii) Air-conditioner for Living Room, Dining Room and Bedroom. 客廳、飯廳及睡房裝設冷氣機。

### Schedule of Fittings, Finishes and Appliances 裝置、裝修物料及設備表

Note(1): Manor A of Alpex I at 2/F. 備註(1): Alpex I 於 2 樓之 Manor A。

Note(2): Skyplex of Alpex II. 備註(2): Alpex II 之 Skyplex。

Note(3): Manor A of Everex II at 3/F. 備註(3): Everex II 於 3 樓之 Manor A。

Note(4): Manor B of Everex II at 3/F. 備註(4): Everex II 於 3 樓之 Manor B。

Note(5): Manor A and Manor B of Alpex I, Alpex II and Alpex III and

備註(5): Skyplex of Alpex I and Alpex III (except Manor A of Alpex I at 2/F).

Alpex I、Alpex II 及 Alpex III 之 Manor A 及 Manor B 及

Alpex I 及 Alpex III 之 Skyplex (Alpex I 於 2 樓之 Manor A 除外)。

Note(6): Bathroom at Manor A, Manor B and Skyplex of Everex I and Everex II;

備註(6): Bathroom 1 and Bathroom 2 at Sky Manor and Skyplex of Alpex I and Alpex III;

Master Bathroom at Manor A and Manor B of Alpex I, Alpex II, Alpex III, Everex I and

Everex II;

Master Bathroom at Sky Manor and Skyplex of Alpex I and Alpex III; and

Master Bathroom at Skyplex of Everex I and Everex II.

Everex I 及 Everex II 之 Manor A、Manor B 及 Skyplex 的浴室; Alpex I 及 Alpex III 之 Sky Manor 及 Skyplex 的浴室 1 及浴室 2;

Alpex I、Alpex II、Alpex III、Everex I 及 Everex II 之 Manor A 及 Manor B 的主人浴室;

Alpex I 及 Alpex III 之 Sky Manor 及 Skyplex 的主人浴室; 及

Everex I 及 Everex II 之 Skyplex 的主人浴室。

Note(7): Master Bathroom at Manor A and Manor B of Alpex I, Alpex II, Alpex III, Everex I and

備註(7): Everex II;

Master Bathroom at Sky Manor of Alpex I and Alpex III;

Master Bathroom at Skyplex of Alpex I, Alpex III, Everex I and Everex II; and

Master Bathroom and Bathroom at Skyplex of Alpex II.

Alpex I、Alpex II、Alpex III、Everex I 及 Everex II 之 Manor A 及 Manor B 的主人浴室;

Alpex I 及 Alpex III 之 Sky Manor 的主人浴室;

Alpex I、Alpex III、Everex I 及 Everex II 之 Skyplex 的主人浴室; 及

Alpex II 之 Skyplex 的主人浴室及浴室。

### Annex to Offer Form 要約表格附件

(The Annex does not form part of the Offer Form. However, the Tenderer should note that documents marked with "#" should be signed and submitted together with the Offer Form, and documents marked with "\*" should be signed and submitted together with the Offer Form if applicable.)

(附件不屬於要約表格的一部份。然而,投標者**須簽署**以下標有"#"號的文件並連同要約表格一拼**遞交**及 (如適用)**須簽署**以下標有 "\*"號的文件並連同要約表格一拼**遞交**。)

- 1. Measurements of the Tendered Property # 投標物業的量度尺寸 #
- 2. Warning to Purchasers # 對買方的警告 #
- 3. Acknowledgement Letter Regarding Stamp Duty # 關於印花稅的確認書 #
- 4. Acknowledgement Letter Regarding Operation of Gondola # 關於吊船操作的確認書 #
- 5. Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited Personal Information Collection Statement # 新鴻基地產(銷售及租賃)代理有限公司個人資料收集聲明 #
- 6. SHKP Club Application Form \* 新地會申請表格 \*
- 7. (For Tenderer electing Stamp Duty Express only) Letter Regarding Stamp Duty Express \* (只適用於選擇印花稅直送的投標者)關於印花稅直送的信件 \*
- 8. Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers # 關於繼續開放物業予準買家參觀的確認信 #
- 9. Vendor's Information Form # 賣方資料表格 #
- 10. Acknowledgement Letter Regarding Viewing of Property # 關於參觀物業的確認信 #
- 11. Acknowledgement Letter Regarding Car Parking Space(s)# 有關停車位之確認書 #
- 12. Acknowledgement Letter Regarding Free Furniture Offer # 關於送贈家具優惠的確認書 #
- 13. (For Tenderer applying for Financing Plan(s) only) Acknowledgement Letter Regarding Financing Plans \* (只適用於選擇財務計劃的投標者) 關於財務計劃的確認信 \*

## <u>Measurements of the Tendered Property</u> <u>投標物業的量度尺寸</u>

Vendor	Wisecity Development Limited			
賣方	偉城發展有限公司			
Phase of Development	Phase 1 (the " <b>Phase</b> ") of Central Peak Development (the " <b>Development</b> ")			
發展項目期數		<b>展項目</b> 」)的第1期(「 <b>期數</b> 」	)	
Address	No. 18 Stubbs Road, Mid-Lev	els East, Hong Kong		
地址	香港東半山司徒拔道 18 號			
Property	Tower 座數	Floor 樓層	Manor 單位	
本物業				
Purchaser(s)				
買方				
I.D. / Passport/ B.R. No.				
身份證 / 護照/ 商業登記證號碼				
Date		(und	lated upon tender submission)	
日期			(投標時不填上日期)	
本物業的量度尺寸如下— The measurements of the Property are	e as follows—			
(a) 本物業的實用面積為 the saleable area of the Property is	平方米/ square metres/	平方呎,其中 square feet of v		
	平方米/ square metres/	平方呎為露台 square feet is the	的樓面面積; he floor area of the balcony;	
	平方米/ square metres/		平台的樓面面積;及 he floor area of the utility platform; and	
(b) 其他量度尺寸為— other measurements are—			and	
*空調機房的面積為	平方米/	平方呎;		
the area of the air-conditioning plant	square metres/	square feet;		
room is				
*窗台的面積為	平方米/	平方呎;		
the area of the bay window is *閣樓的面積為	square metres/ 平方米/	square feet; 平方呎;		
the area of the cockloft is	square metres/	square feet;		
*平台的面積為	平方米/	平方呎;		
the area of the flat roof is	square metres/	square feet;		
*花園的面積為	平方米/	平方呎;		
the area of the garden is	square metres/	square feet;		
*停車位的面積為	平方米/	平方呎;		
the area of the parking space is	square metres/	square feet;		
*天台的面積為 the area of the roof is	平方米/	平方呎; square feet;		
*梯屋的面積為	square metres/ 平方米/	y square reet, 平方呎;		
the area of the stairhood is	square metres/	square feet;		
*前庭的面積為	平方米/	平方呎;		
the area of the terrace is	square metres/	square feet;		
*庭院的面積為	平方米/	平方呎。		
the area of the yard is	square metres/	square feet.		
* Delete as appropriate 將不適用者刪去				
I/We understand this Measurements authorize the Vendor and its represen 本人/我們明白本投標物業的量度投標物業的量度尺寸發現之錯失/ Signed by the Purchaser(s) 買方簽署	tatives to correct any mistake/er 医尺寸構成臨時合約的一部份 /錯誤/錯字。	ror/typo found in this Measurer	nents of the Tendered Property.	

#### Warning to Purchasers 對買方的警告

Vendor	Wisecity Development Limited			
賣方	偉城發展有限公司			
Phase of Development	Phase 1 (the " <b>Phase</b> ") of C			ent")
發展項目期數	Central Peak 發展項目(「 <b>發展項目</b> 」)的第 1 期 (「 <b>期數</b> 」)			
Address	No. 18 Stubbs Road, Mid-I	Levels East, Hong F	Kong	
地址	香港東半山司徒拔道 18 號	虓		
Property	Residential property	Tower 座數	Floor 樓層	Manor 單位
本物業	住宅物業			
	Car Parking Space	樓層 Floor	No. 號碼	
	停車位	地庫2層		
Purchaser(s)				
買方				
I.D. / Passport/ B.R. No.				
身份證/護照/商業登記證號碼				
Date			(undated upo	on tender submission)
日期			<u>(</u> ‡	<b>没標時不填上日期)</b>

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

- 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。
- 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。
- 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	H	
Signed by	the Purchaser(s	) 買方簽署		

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

Vendor 賣方	Wisecity Development Limited 偉城發展有限公司			
Phase of Development 發展項目期數	Phase 1 (the " <b>Phase</b> ") of Central Peak Development (the " <b>Development</b> ") Central Peak 發展項目(「 <b>發展項目</b> 」)的第 1 期 (「 <b>期數</b> 」)			
Address 地址	No. 18 Stubbs Road, Mid-Levels East, Hong Kong 香港東半山司徒拔道 18 號			
Property	Residential property	Tower 座數	Floor 樓層	Manor 單位
本物業	住宅物業			
	Car Parking Space	樓層 Floor	No. 號碼	
	停車位	地庫2層		
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				on tender submission) 设標時不填上日期)

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本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:

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

1. The Government announced that the Stamp Duty Ordinance would be amended to adjust the value bands on which the ad valorem stamp duty ("AVD") at Scale 2 rates apply. The Government will introduce the Stamp Duty (Amendment) Bill 2023 (the Bill) into the Legislative Council to take forward the proposed adjustment. The Chief Executive has also made the Public Revenue Protection (Stamp Duty) Order 2023 (the Order) under the Public Revenue Protection Ordinance (Cap. 120) to give full force and effect of law to the Bill before its enactment. Pursuant to the Order, the new value bands are applicable to any instrument executed at 11 am on 22 February 2023 or thereafter for the sale and purchase or transfer of residential property or non-residential property that is subject to AVD at Scale 2 rates. 政府宣布將修訂《印花稅條例》,調整從價印花稅第 2 標準稅率的稅階。政府將向立法會提交《2023 年印花稅(修

訂)條例草案》(《條例草案》)以落實該建議。行政長官亦已根據《公共收入保障條例》(第 120 章)作出《2023年公共收入保障(印花税)令》(《命令》),使《條例草案》在制定成法律前具有十足法律效力。根據《命令》,新税階適用於任何在 2023年2月22日上午11時或之後所簽立以買賣或轉讓住宅物業或非住宅物業而須按第2標準税率予以徵收從價印花税的文書。

### Ad Valorem Stamp Duty under the Stamp Duty (Amendment) Ordinance 2018 and the Stamp Duty (Amendment) (No.2) Ordinance 2018

《2018年印花稅(修訂)條例》及《2018年印花稅(修訂)(第2號)條例》之從價印花稅稅率

2. The Stamp Duty (Amendment) Ordinance 2018 was gazetted on 19 January 2018 (the "2018 Amendment Ordinance") with retrospective effect from 5 November 2016. The Stamp Duty Ordinance (the "Ordinance") has been amended by the 2018 Amendment Ordinance to increase the AVD rates for residential property transactions to a flat rate of 15% ("New Rate"), such that any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to the AVD at New Rate. AVD at New Rate is applicable to any residential property (except that acquired by a Hong Kong Permanent Resident ("HKPR") who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition) acquired either by an individual or a company.

《印花稅(修訂)條例 2018》(「**2018 修訂條例**」)已於 2018 年 1 月 19 日刊憲,法例具有追溯效力至 2016 年 11 月 5 日。 2018 修訂條例調高住宅物業交易的「從價印花稅」稅率至劃一 15%(「新稅率」),以致任何在 2016 年 11 月 5 日或以後簽立以買賣或轉讓住宅物業的文書,除獲豁免或另有規定外,均須繳付以「新稅率」計算的從價印花稅。任何以個

人或公司名義取得的住宅物業(除非該住宅物業是由香港永久性居民代表自己行事取得,而該香港永久性居民在取得有關住宅物業時,在香港沒有擁有其他任何住宅物業),均須繳付以「新稅率」計算的從價印花稅。

- 3. The Stamp Duty (Amendment) (No.2) Ordinance 2018 was gazetted on 20 April 2018 (the "2018 Amendment (No.2) Ordinance") with retrospective effect from 12 April 2017. Under the 2018 Amendment (No.2) Ordinance, unless specifically exempted or otherwise provided in the law, acquisition of more than 1 residential property under a single instrument executed on or after 12 April 2017 will be subject to the AVD at New Rate, even if the purchaser is a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition.

  《印花稅(修訂)(第 2 號)條例 2018》(「2018(第 2 號)修訂條例」)已於 2018 年 4 月 20 日刊憲,法例具有追溯效力至 2017 年 4 月 12 日或文条资本
  - 《印花棁(修訂)(第2號)條例 2018》(「2018(第2號)修訂條例」) 已於 2018年4月20日刊憲,法例具有追溯效力至2017年4月12日。根據2018(第2號)修訂條例,除獲特定豁免或另有法律規定外,於2017年4月12日或之後簽立以買賣或轉讓住宅物業的文書,即使買方是代表自己行事,且在香港沒有擁有任何其他住宅物業的香港永久性居民,若以一份文書取得多於一個住宅物業,均須繳付以「新稅率」計算的從價印花稅。
- 4. There is no change to the circumstances under which AVD at Scale 2 rates is applicable or AVD is exempted. For details of the applicable exemptions to AVD at New Rate, please browse the Inland Revenue Department website (www.ird.gov.hk). 可按第 2 標準稅率繳納「從價印花稅」或可獲豁免「從價印花稅」的情況沒有改變。有關以「新稅率」計算的「從價印花稅」適用的豁免,詳情請瀏覽稅務局網頁 (www.ird.gov.hk)。

### Procedures to be followed by the Purchaser who is not eligible for "Stamp Duty Express" 不獲「印花稅直送」之買方須遵守的程序

- 5. If the Purchaser claims that the AVD at Scale 2 rates shall apply and/or buyer's stamp duty ("**BSD**") shall be exempted:- 如買方聲稱應適用以第 2 標準稅率計算的從價印花稅及/或應豁免買家印花稅:
  - (a) The Purchaser or each of the Purchaser (as the case may be) shall make a statutory declaration (the "**Statutory Declaration**") (in the prescribed form) accompanied with a copy of his/her Hong Kong Identity Card(s). 買方或每名買方(視適用情況而定)須作出法定聲明(依照指定表格)及附上他/她的香港身份證副本。
  - (b) The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors: 買方承諾向賣方律師交付並促使其律師向賣方律師交付:
    - (i) within 17 days from the date of the Agreement for Sale and Purchase, a certified true copy of the Statutory Declaration together with a duly completed Form IRSD 118 and other supporting documents which the Stamp Office may from time to time require; and 在買賣合約訂立之日起 17 天內,「法定聲明」的認證副本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他證明文件;及
    - (ii) within 1 month from the date of the Agreement for Sale and Purchase, a certified true copy of the Agreement for Sale and Purchase duly stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.
      在買賣合約訂立之日起 1 個月內,一份已加蓋應付印花稅之買賣合約的認證副本,或印花證明書的認證副本,以證明已完全繳付買賣合約之印花稅。
- 6. If the present transaction is subject to payment of the AVD at New Rate, the AVD at New Rate will be payable within 30 days after execution of the Agreement for Sale and Purchase. 如本項交易須繳付以「新稅率」計算的從價印花稅,以「新稅率」計算的從價印花稅須在買賣合約簽立日期後 30 天內繳交。

### Procedures to be followed by the Purchaser who is eligible for "Stamp Duty Express" 獲「印花稅直送」之買方須遵守的程序

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

#### Other Matters 其他事項

8. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.

本人/我們確認及知悉,若本人/我們不能全數或準時支付任何印花稅,以致賣方蒙受或招致罰款、損失、申索及費用,本人/我們須就此向賣方作出十足的彌償。

- 9. I/We understand that I/we shall be solely responsible for ascertaining whether I/we am/are HKPR, subject to the BSD and subject to the AVD at New Rate.
  - 本人/我們明白,本人/我們有責任確定本人/我們是否香港永久性居民、是否需要繳付「買家印花稅」及是否需要繳付以「新稅率」計算的「從價印花稅」。
- 10. I/We acknowledge and agree that I/we shall pay all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by me/us or any third party (if applicable) if I/we claim exemption from BSD or AVD at New Rate, as the case may be.
  - 本人/我們知悉及同意,若本人/我們有意申請豁免「買家印花稅」或豁免以「新稅率」計算的「從價印花稅」(視情況而定),本人/我們須支付所有就該申請而必需由本人/我們或第三方(如適用)作出的「法定聲明」所涉及的法律費用及代墊付費用。
- 11. I/We acknowledge that this letter does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt. Whether the AVD at Scale 2 rates will be applicable to me/us and/or whether I/we shall be exempted for BSD is subject to the decision of the Collector of Stamp Revenue. 本信件不構成你們給予本人/我們任何意見或陳述。本人/我們明白如有疑問,本人/我們應徵詢專業人士之意見。 印花稅署署長對於以第 2 標準稅率計算的「從價印花稅」是否適用於本人/我們及/或本人/我們是否可獲豁免「買家印花稅」有決定權。
- 12. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.
  - 本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。

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

Signed by the Purchaser(s) 買方簽署	

### Acknowledgement Letter Regarding Operation of Gondola 關於吊船操作的確認書

Vendor	Wisecity Development Limite	ed	
賣方	偉城發展有限公司		
Phase of Development	Phase 1 (the "Phase") of Cent	ral Peak Development (the " <b>De</b>	velopment")
發展項目期數	Central Peak 發展項目(「發展	<b>屡項目」)</b> 的第1期(「 <b>期數</b> 」	)
Address	No. 18 Stubbs Road, Mid-Lev	els East, Hong Kong	
地址	香港東半山司徒拔道 18 號		
Property	Tower 座數	Floor 樓層	Manor 單位
本物業			
Purchaser(s)			
買方			
I.D. / Passport/ B.R. No.			
身份證/護照/商業登記證號碼			
Date		(und	lated upon tender submission)
日期			(投標時不填上日期)

 I/We, the undersigned, hereby acknowledge and am/ 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 approved form of Deed of Mutual Covenant and Management Agreement (the "**DMC**") in respect of the Development:-

按照發展項目核准版本的大廈公契及管理協議(「公契」)的規定:

- (i) In respect of any roof, flat roof or garden forming part of a Residential Unit, 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, flat roof or garden as may be determined by the Manager, a tracked telescopic jib gondola and/or any jib, davit arm, other equipment or device of management (collectively referred to in the DMC as the "gondola" which expression shall include all jibs, brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities provided that the use and enjoyment by the Owner of his own Residential Unit shall not be materially adversely affected or prejudiced thereby.
  - 對於構成住宅單位一部分的任何天台、平台或花園,管理人有權在所有時候按其決定將一個履帶式伸縮吊臂吊船及/或任何吊臂、吊艇架臂、其他設備或管理裝置(在公契統稱為「吊船」,該詞包括所有吊臂、托架、鉸鏈、立柱或其他相關設備)在該天台、平台或花園或天台、平台或花園護牆的上空部分伸展、運作、操作、移動和接近及/或進入或局部進入該上空,藉以服務、清潔、加強、保養、維修、翻新、裝飾、改善及/或更換發展項目外部的任何部分,以及臨時停留在該上空一段必要期間以便對公用地方及設施的全部或任何部分進行檢查、重建、維修、翻新、保養、清潔、油漆或裝飾,但不得因此重大地不利地影響或阻礙該業主使用及享用其住宅單位。
- (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 roofand/or flat roof and/or garden and/or terrace or the parapet walls of the roofor flat roof or garden or terrace forming part of his Residential Unit 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、獲許可人在屬於其住宅單位的天台及/或平台及/或花園及/或前庭或構成其住宅單位一部分的天台或平台或花園或前庭的護牆上作出任何行為、行動、事情、事項或放置任何物品以任何方式干擾、影響或可能干擾或影響於管理及/或保養發展項目期間任何時候吊船的操作。
- (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.

管理人在管理及/或保養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/或工作平台的護牆(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 / 吾等同意購入本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. The parties do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this letter shall be excluded from the application of the CRTPO. 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。
- 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	

#### Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited Personal Information Collection Statement

#### Collection of your personal information

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

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) handling your applications or requests for viewing of show flat(s) and gallery of property developments;
- (vi) facilitating property management and security;
- (vii) conducting surveys (which is wholly on voluntary basis) on the quality of services, properties, property developments or products provided by us or any other member of Sun Hung Kai Properties Group ("Group") or joint venture company(ies) set up by member(s) of the Group and joint venture partners ("JV Companies");
- (viii) marketing services, properties, property developments, products and other subjects (please see further details in "Use of Your Information in direct marketing" section below);
- (ix) conducting statistical research and analysis (the outcome of which will not reveal your identity);
- (x) communicating with you;
- (xi) investigating and handling complaints;
- (xii) preventing or detecting illegal or suspicious activities; and
- (xiii) 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 member of the Group;
- (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) real estate properties (including car parking spaces) or property developments offered by member(s) of the Group, JV Companies or other persons who engage us to sell or promote real estate properties for them;
  - (2) services and products offered by us, other members of the Group or JV Companies (including real estate agency services, credit facilities and financial services);
  - (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us, other members of the Group or JV Companies; and
  - (4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities:
- in return for money or other property, to provide Your Information described in (a) above to other members of the Group for their use in direct marketing the classes of services and products described in (b) above.

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  $(\checkmark)$  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 our Personal Data Privacy Officer (PI) at 45/F., Sun Hung Kai Centre, 30 Harbour Road, 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.

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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 ( $\checkmark$ ) the box(es) below. If I do not tick the relevant box, Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited may use my personal data in direct marketing or provide my personal data to other persons for their use in direct marketing (as the case may be), as more particularly set out in "Use of Your Information in direct marketing" section above

☐ 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.
Signature
Name: Date:

#### 新鴻基地產(銷售及租賃)代理有限公司 個人資料收集聲明

#### 收集閣下的個人資料

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

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

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) 處理閣下就參觀示範單位及展館的申請或要求;
- (vi) 促進物業管理及保安;
- (vii) 就我們或新鴻基地產集團(「集團」)任何其他成員或由集團成員及合資夥伴成立的合資公司(「合資公司」) 提供的的服務、物業、物業發展項目或產品的質量進行調查(自願性質參與);
- (viii) 促銷服務、物業、物業發展項目、産品及其他標的(詳情請參閱以下「在直接促銷中使用閣下資料」部分);
- (ix) 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份);
- (x) 與閣下溝通;
- (xi) 調查及處理投訴;
- (xii) 預防或偵測非法或可疑活動;及
- (xiii) 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

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

- (i) 集團任何成員;
- (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

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) 集團成員、合資公司或其他委任我們代其銷售或推廣地產物業的人士提供的地產物業(包括停車位)或 物業發展項目;
- (2) 我們、集團其他成員或合資公司提供的服務及產品(包括地產代理服務、信貸融資及財務服務);
- (3) 我們、集團其他成員或合資公司提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益;及
- (4) 爲慈善或非牟利用途的捐款或捐贈,或企業社會責任節目或活動;
- (c) 爲換取金錢或其他財産,將以上(a)段所述的閣下資料提供予集團其他成員以供其在直接促銷以上(b)段所述的服務及產品類別中使用。

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的資料保障主任(PI)提出,其地址爲香港港灣道 30 號新鴻基中心 45 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("✔"),新鴻基地產(銷售及租賃)代理有限公司可在直接促銷中使用本人的個人資料或將本人的個人資料提供予其他人士以供其在直接促銷中使用(視情况而定),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。
簽署	
姓名:	



Thank you for your interest in becoming a SHKP Club member. The objectives of SHKP Club are to promote the business and image of Sun Hung Kai Properties Group and facilitate interaction and communication between members and Sun Hung Kai Properties Group. In line with these objectives, SHKP Club will send to its members direct marketing information relating to Sun Hung Kai Properties Group and SHKP Club from time to time. Before you apply to become a SHKP Club member, please read carefully the "Use of personal data in direct marketing" section in this application form to understand how SHKP Club may use your personal data for direct marketing purpose and the scope of direct marketing. By applying to become a SHKP Club member, you agree to receive direct marketing information relating to Sun Hung Kai Properties Group or SHKP Club. SHKP Club will not send direct marketing information that is unrelated to Sun Hung Kai Properties Group or SHKP Club.

Please read carefully the Terms and Conditions of Membership (in particular the "Personal Information Collection Statement" section) which are set out in this application form as well as posted on the SHKP Club website before completing and submitting the application. Applicants must be aged 15 or over. Application form must be completed. Please send the application form together with required documents to SHKP Club by post (Address: 45/F, Sun Hung Kai Center, 30 Harbour Road, Wanchai, Hong Kong), or via fax at 852-2827 8804. The documents will be destroyed after checking. Applicants may also submit the

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To prove my purchase of such property(res), I submit copy of   the relevant documentary evidence [see Note 4] or   a rates and government rent demand note or   a letter from legal firm confirming completion of my purchase of the property for your examination.  I ann/have been the tenant of residential property or principal guest (in the capacity of licensee) of Suite Hotel solely or jointly developed by Sun Hung Kai Properties I submit copy of the relevant tenancy agreement or long staying agreement for your examination.  Note 1 - Residential properties exclude car parking spaces, motor-cycle parking spaces or bicycle parking spaces within a residential development.  For the purpose of this application for Star Membership, the folds accepts a director to be the applicant in first hemselves the purchaser or corporate tenant or corporate principal guest.  Note 2 - First hand buyer means burchaser other than First hand buyer and second hand buyer are regarded as SHKP property owner.  Note 3 - Second hand buyer means purchaser other than First hand buyer. Both first hand buyer and second hand buyer are regarded as SHKP property owner.  Note 4 - The relevant documentary evidence (excluding management fee receipts and the like) are copies of the followings showing the applicant is only a stay of the	en the <b>buy</b>	<b>buyer</b> c	of resider	ntial prop	perty(ies) d	develope	d solely	or jointly by	Sun Hung	Kai Proper	ties Grou		e 1].					,	
□ la m/have been the tenant of residential property or principal guest (in the capacity of licensee) of Suttle Hotel solely or jointly developed by Sun Hung Kal Properties I submit copy of the relevant tenancy agreement or long staying agreement for your examination.  □ current tenant □ Previous tenant Note 1 - Residential properties exclude car parking spaces, motor-yelpe parking spaces within a realized development.  For the purpose of this Application for Star Membership, the Club accepts a director to be the applicant if the relevant unit is purchased or licensed (as the case may be) in the name of purchase or comporate tenant or corporate principal guest.  For the purpose of this Applicant for Star Membership, the Club accepts a director to be the applicant if the relevant unit is purchased or licensed (as the case may be) in the name of purchase or comporate tenant or corporate principal guest.  For the purpose of this Applicant for Star Membership, the Club accepts a director to be the applicant if the relevant unit is purchased or licensed as SHKP property owner.  Note 2 - Frest hand buyer members are deposed the cept in management for except, and the kilos property owner.  Note 3 - The relevant documentary evidence (excluding management for receipt, and the kilos property owner.)  Note 4 - The relevant documentary evidence (excluding management for receipt, and the kilos property owner.)  Note 4 - The relevant documentary evidence (excluding management for receipt, and the kilos property owner.)  Note 4 - The relevant documentary evidence (excluding management for receipt, and the kilos property owner.)  Note 4 - The relevant documentary evidence (excluding management for receipt, and the kilos property owner.)  I have a supposed the following has to be produced.) Assignment or Certificate of Feed Feed Estate Ownership  First Hand Buyer/Second Hand Buyer under company name. (Showing the applicant is one of that company's directors).  Long the following has been produced. I) Memorandum for sale or prov										-		_							
Confirm that I have read carefully the "Use of personal data in direct marketing" section below and I understand how SHKP Club may use my personal data for direct marketing purpose of direct marketing information relating to Sun Hung Kai Properties Group and SHKP Club. I also declare that all information supplied by me is true, correctly use of personal data in direct marketing information provided by you in this application form (including query name, contact details and your replies in the Questionnaire portion) in direct direct marketing may relate to Sun Hung Kai Properties Group or SHKP Club, including (i) real estate properties located in Hong Kong and overseas (whether residential, commed a), and including car parking spaces) owned or developed by any Sun Hung Kai Properties Group member or for which any Sun Hung Kai Properties Group member acts as agent, and the loan facilities offered by financial institutions for purchasing or leasing these properties, (ii) shopping malls and hotels owned, operated or managed by an Properties Group member, including the products, services, facilities and events offered by the shops and outlets in these shopping malls and hotels owned, operated or managed by an Evolution property management, construction, insurance, financial services, telecommunicatic technology, transport infrastructure operations and management, port business, transport and logistics, waste management, educational, recruitment, reward/loyalty/priv corporate social responsibility activities, and charitable and non-profitable causes. SHKP Club may not use your information in direct marketing unless it has received your corporate social responsibility activities, and charitable and non-profitable causes. SHKP Club members and such states are capital.    Machine the properties Group means Sun Hung Kai Properties Group and facilitate interaction and communication between members and sun Hung Kai Properties Group and facilitate interaction and communication between members and sun Hung Kai Properties Gr	or corporation or corporation of buyer means and buyer ment document econd Handone of the feecond Handolf the following as necessary tion including ourrose, we means and buyer means and the feecond handolf or the following as necessary tion including ourrose, we means and buyer means and the feecond handolf of the feecond handolf or the feeco	porate termeans them means them mentary ended by the follow Hand Buy of the Corlowing hessary in the country of the country in the country of	nant or co e purchase e purchase evidence ( yer under wing has t yer under mpanies F nas to be p	rporate pri er under a r other that excluding personal to be prod company Registry or produced: n form has to ff the inform personal in	incipal guest sale and puria an First hand managemen name • Me uced.) • As:  • As:  • As:  • Memorar  ii) Memorar  iii) Assignm to be provided. I hatton provided information with	i. chase agribuyer. Boto it fee depo emorandui signment signment filling from ndum for senent or Ce If you do not by you and	eement m th first har besit receipt m for sale or Certifica applicant i local Adm sale or pro ortificate of t provide su consideratii i information	ade with Sun nd buyer and s , managemen or provisiona ate of Real Es s one of that ninistration for visional agree Feal Estate ( ch information, won of your eligible)	Hung Kai Pro second hand I It fee receipt, a Il agreement for tate Ownersh company's di r Industry & Cement for sale Dwe are unable to illity to the memb u previously prove we the right to received at 45/F., Sc	perties Limit buyer are req and the like) or sale and p ip irectors) ommerce in and purcha iy) L process your process your vided to Sun H usest access to in Hung Kai Ce	ed or any of parded as Sare copies our chase • Land Reg China; se and Regis application. Years are Kai Proposes ung Kai Prop Kai	of its subsidi SHKP proper of the follow gistry's land s ii) Form try's land see four personal d set out in the	aries or ty ownerings sho • Form search re arch rec lata and r Personal	associate of er. owing the a al agreeme ecord (type ement for sord (type: helated data standard data	pplicant i ent for sal ent for sal ent for sal ent for sal esale and p istorical a ubmitted w Collection for	es as vendor is/was a buy le and purch: al and currer burchase and current) ill be protected Statement set my you consent	er of SHK ase nt) d and will be out in the 1 t to this exe	P residen	tial prop
direct marketing may relate to Sun Hung Kai Propertiés Group or SHKP Club, including (i) real éstate properties located in Hong Kong and overseas (whether residential, comme al, and including car parking spaces) owned or developed by any Sun Hung Kai Properties Group member or for which any Sun Hung Kai Properties Group member, including the products, services, facilities and events offered by the shops and outlets in these shopping malls and hotels, and (iii) other types of prefacilities and events offered by any Sun Hung Kai Properties Group member, including property management, construction, insurance, financial services, telecommunicatic technology, transport infrastructure operations and management, port business, transport and logistics, waste management, educational, recruitment, reward/loyalty/priv corporate social responsibility activities, and charitable and non-profitable causes. SHKP Club may not use your information in direct marketing unless it has received your corporate social responsibility activities, and charitable and non-profitable causes. SHKP Club may not use your information in direct marketing unless it has received your corporate social responsibility activities, and charitable and non-profitable causes. SHKP Club may not use your information in direct marketing unless it has received your corporate social responsibility activities, and charitable and non-profitable causes. SHKP Club may not use your information in direct marketing unless it has received your corporate social responsibility activities, and charitable and non-profitable causes. SHKP Club may not use your information in direct marketing unless it has received your corporate social responsibility activities, and charitable and non-profitable causes. SHKP Club may not use your information in direct marketing unless it has received your corporate social responsibility activities, and charitable and non-profitable causes. SHKP Club may not use your information for indirectly at least 50% of issued share capital.   **Signatu	<b>ve read car</b> g. I agree to <mark>data in dir</mark>	carefull ee to rec direct	<b>lly the "Us</b> ceive direct marketi	e of pers at marketi ing	<b>onal data in</b> ing informat	n direct m tion relatir	narketing" ng to Sun	<b>section belo</b> Hung Kai Pro	ow and I und operties Grou	erstand how up and SHK	<b>w SHKP C</b> P Club. I a	<b>Club may us</b> also declare	e my po that all	<b>ersonal da</b> informatio	<b>ita for di</b> on suppli	rect marke ed by me is	ting purp true, con	ose and rect and	the sco comple
Club using your information for direct marketing purpose in the manner and scope set out above. SHKP Club will usually send direct marketing information to you by email, and may also use other means. If you wish to opt-out from communication means other than email, please tick the appropriate box below. If no box is ticked, SHKP Club may use all the means set out below.    Date : D/ M/    Date : D/ M/   Date : D/ M/   Authorization for submission of the SHKP Club membership application form   (Applicant's name on HKID), hereby appoint   I, the authorized person, hereby acknowledge that the membership application form   Signed by the applicant and submitted by me on behalf of the application for the submitted by me on behalf of the application for submission of the SHKP Club membership application form   I, the authorized person, hereby acknowledge that the membership application form   I, the authorized person   Signed by the applicant and submitted by me on behalf of the application for the submitted by me on behalf of the application form   I   Signed by the applica	may relate car parking an facilitie member, i nts offered port infras esponsibil operties Gr HKP Club are	late to S king sp ilities of per, incluered by frastruction sibility as s Group b are to	Sun Hung paces) ov ffered by uding the vany Sur cture op- activities omeans promote t	g Kai Propy whed or or or financia e product in Hung K erations in and cha Sun Hun the busine	pertiés Groi developed la la institution s, services, ćai Properti and mana gritable and g Kai Prope ess and imag	up or SHI by any SI ns for pu , facilities ies Group gement, d non-pro erties Lin le of Sun I	KP Club, un Hung urchasinç s and eve p membe port bus fitable ca nited and Hung Kai I	including (i) Kai Propert g or leasing ents offered er, including iness, trans auses. SHK d any compa	real éstate ties Group n these prop by the shop property m sport and lo P Club may any in which oup and facilit	properties nember or erties, (ii) s s and outle anagemer gistics, wa not use you it holds d ate interacti	located in for which shopping ets in these at, constri- ste mana ur informate rectly or on and	n Hong Korn n any Sun H malls and se shopping uction, inst agement, e nation in dir indirectly a	ng and Hung K hotels g malls urance educati rect ma at least	overseas (ai Proper's s owned, c s and hote , financial ional, recr arketing u	(whether ties Gro operated els, and ( service ruitment nless it	er residenti up membe d or mana (iii) other ty es, telecom t, reward/lo has receive	al, comn er acts a ged by a pes of p nmunicat byalty/pr ed your o	nercial o s sales o ny Sun roducts tions, inf	r inďus or leasi Hung I service formati
Authorization for submission of the SHKP Club membership application form  I, (Applicant's name on HKID), hereby appoint Mr./ Ms. of (company name, if applicable)  Is the authorized person, hereby acknowledge that the membership application form signed by the applicant and submitted by me on behalf of the application form and submitted by me on behalf of the application or amende that I shall be legally liable for any unauthorized provision or amende that I shall be legally liable for any unauthorized provision or amende that I shall be legally liable for any unauthorized provision or amende that I shall be legally liable for any unauthorized provision or amende that I shall be legally liable for any unauthorized provision or amende that I shall be legally liable for any unauthorized provision or amende that I shall be legally liable for any unauthorized provision or amende that I shall be legally liable for any unauthorized provision or amende that I shall be legally liable for any unauthorized provision or amende that I shall be legally liable for any unauthorized provision or amende that I shall be legally liable for any unauthorized provision or amende that I shall be legally liable for any unauthorized provision or amende that I shall be legally liable for any unauthorized provision or amende that I shall be legally liable for any unauthorized provision or amende that I shall be legally liable for any unauthorized provision or amende that I shall be legally liable for any unauthorized provision or amende that I shall be legally liable for any unauthorized provision or amende that I shall be legally liable for any unauthorized provision or amende that I shall be legally liable for any unauthorized provision or amende that I shall be legally liable for any unauthorized provision or amende that I shall be legally liable for any unauthorized provision or amende that I shall be legally liable for any unauthorized provision or amende that I shall be legally liable for any unauthorized provision or amende that I	rmation for on to you by e opriate box b	for dired by emai ox below	ect marketi il, and may v. If no box	ing purpos also use o is ticked,	se in the mar other means. SHKP Club m	nner and s If you wish nay use all	scope set n to opt-ou	out above. SH t from commu	HKP Club will unication mear	úsually send	direct								
I, (Applicant's name on HKID), hereby appoint  Mr./ Ms. of (company name, if applicable)  to when it to CIVIC Club prophers in an allocation form on published Leading that the form has been supported by the applicant and submitted by me on behalf of the applic	□ pł	J phon	ie (SMS, 1	text, etc.)	ł .	□ post					[	Date :		D/			M/		١
Mr./ Ms. of (company name, if applicable) signed by the applicant and submitted by me on behalf of the applicable that I shall be legally liable for any unauthorized provision or ame				1	Authoriza	ation for	r submi	ssion of tl	he SHKP	Club me	mbersh	nip applic	ation	form					
application form or making any misrepresentation.		embershi	ip applicat	ion form o	(co on my behalf.	ompany r I confirm t	name, if a that the for	applicable) m has been		signed that I	by the a shall be	pplicant an legally lial	id súbr ble for	mitted by any una	me on b outhorize	oehalf of th	ne applic	ant. I ur	ndersta
Confirmed by applicant  Confirmed by authorized person										Confi	rmed hv	authorized	d perso	on					

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M/

(The signature should be the same as that in the SHKP Club membership application form)

D/

M/

Date

Date

D/

Y/



Applicant may provide answers to this Questionnaire on voluntary basis

ies		

We appreciate you to complete the following survey, which enable us to better understand your expectation and needs and help us to provide more relevant service and offers to you. All answers will be handled completely confidential.

Ple	ease tick all that interest.									
1.	SHKP Related information					1071				
	a. SHKP properties	b. Insurance	anacifu :	c. $\square$ SHKP M	alls	d. Telecommun	ications	e. 🔲 I	Hotels	
	f.   Japanese Department Stores	g. 🗆 Others (please	specify :		)					
۷.	Life a. □ Current affairs	b. D Home design 8	deseration	c. 🗆 Food & b	0.1070.000	d. Fashion		ο Π	Home maintenance & cleanir	
	f. Wealth management	g. Parents	decoration	h. Car / Dri		i.□ Reading and	culture		Beauty & fitness	ıg
	k. ☐ Electronic products / computer		tion			i. La Reading and		j. 🗀 i	Deduty & Hilless	
3	Leisure and entertainment	i. Liteatarimonna	CIOII	m. L outers (	nease speeny		/			
٥.	a. Pop music	b. Travel		c. Movies		d. ☐ Sports		e. 🗆	Computer games	
	f. Cooking	g.   Trend		h. Pets		i. Quality living			Gardening	
	k. Others (please specify :		)			, , ,		,	3	
4.	Property-related events / progran	ns (Please tick all that in	terest you):							
	a. New Hong Kong property previ	ews b. 🗆 New mainland	property previews	c. 🗆 New club	house previews	d. Member / fir	st-time buyer incentive	es e. 🗆	Member / upgrader incentive	es
		g. 🗆 Mortgages		h. 🗆 Related I	egal issues	i. 🔲 Home desigi	n / renovation worksho	ps j. 🗆	Home maintenance worksho	Эp
	k.  Others (please specify:									
5.	How many residential properties									
	a. □ 0 b. □		c. 🗆 2		d. 🗆 3		e. 🗆 4		f. 5 or more	
	If you were to buy a new residential p									ith
	6 months after the estimated materia					c. Neither	d. Undecid		e. Not applicable	
	Are you or anyone in your househ							t-time bu	uyer?	
	Me: a. ☐ Yes (first-time buyer / not	, ,			*	iyer / not first-time t	ouyer) d. 🗀 No			
3.	What layout(s) would you conside					d	4 hadraana ar		f . Use met alemain met al	
	a. I plan to buy a residential prope	erty (tick all that apply)	D. LI Studio oi	r I-bearoom C	. L 2-bedroom	a. 🗀 3-bearoom	e. 🗆 4-bedroom or	more	f. I'm not planning to b	ou'
	Staff Only				No.					
		(//)		(//)						
		( / / )							_	
	On-site Ch	ecking:	No.:							

#### Terms & conditions of membership\_

Approve

: Accept

Reject

These Terms and Conditions are binding on all Members of the SHKP Club (the "Club") operated by SHKP Club Limited. Members shall include Ordinary Members, Star Members and such other kinds of members as may be admitted by the Club from time to time. By signing the Application Form herein to become a Member of the Club, the applicant agrees to be bound by these Terms and Conditions (as may from time to time be in force. upon becoming a Member of the Club.

Сору

#### MEMBERSHIP

The minimum age requirement for a Member is 18 years of age. All applications for and renewals of Membership shall be subject to the approval of the Club, which it may approve or not at its absolute discretion and without giving any reason therefor. Membership will be valid for such period as the Club may specify from time to time. Membership may be renewed for such period and in such manner at the absolute discretion of the Club. In particular and without prejudice to the generality of the foregoing, on renewal of Membership, Members shall upon request prove their eligibility to the Club's satisfaction and produce such documentary proof in support of the eligibility as the Club shall deem fit. Members have no voting right as to the constitution, operation or management of the Club nor any right in or any claim over any assets of the Club. Membership of the Club is non-transferable.

#### MEMBERSHIP CARD

MEMBERSHIP CARU

Each Member will be issued a Membership card and a renewal Membership card (each, a 'Card') by the Club upon acceptance of the Membership application and renewal of Membership. The Member must sign the Card immediately upon receiving the Card using the same signature as on the Application Form. The Card remains at all times the property of the Club and the Club reserves the right at any time to revoke the Card and/or terminate the Membership of any Member without giving any reason therefor and to require the Card to be returned to the Club upon request. The Card may only be used by the Member to whom the Card was issued and the Card is not transferable. The Card must be produced upon request as proof of Membership to enable the Member to enjoy the facilities and services offered to Members. If the Card is lost, damaged or stolen, it should be reported immediately to the Club. A charge may be imposed by the Club for the issuance of a replacement Card.

#### **FACILITIES AND SERVICES**

Upon admission, Members will be eligible to receive and enjoy the facilities and services provided or procured by the Club subject to the Club's invitation and any specific terms and conditions which may be imposed by the Club in relation to such facilities and services. Invitation to Members shall be at the absolute discretion of the Club. The Club shall have the right to provide facilities and services to different kinds of Members subject to different terms and conditions at its absolute discretion. The Club shall have the right, at any time at its absolute discretion without giving any notice or reason to Members, to terminate the operation, provision and/or availability of any facility or service. The Club shall not be responsible for the refusal of any persons including any merchants or stores to honour the Card nor shall it be responsible in any way for the goods and/or services supplied by them to any Member. No Member shall make use of the Club or the facilities, services, information or documents provided or procured by the Club for any commercial, immoral or illegal purposes.

#### THE CLUB'S RESPONSIBILITIES

Unless due to the negligence or willful default of the Club or any of its employees or duly authorized agents, the Club shall have no responsibility or liability whatsoever to any Member or any other person for any loss, damage, costs, charges or expenses of any kind howsoever (whether directly or indirectly) caused or arising as a result of or in connection with the Member's Membership of the Club.

#### REIMBURSEMENT OF COST BY MEMBER

The Club reserves the right to require a Member to reimburse the Club of all costs and expenses incurred by it in the provision and/or delivery of any information or documents requested by the Member.

AMENDMENT OF TERMS AND CONDITIONS

The Club shall have absolute discretion and right to amend these Terms and Conditions from time to time and may notify Members of such amendments in any manner it considers fit. The Member will be bound by such amendments unless his/her Card is returned to the Club for cancellation before the date specified in the notification upon which the amendments are to take effect.

Any Member who wishes to resign from his/her Membership shall give to the Club at least 7 days advance notice in writing to that effect. The Card must be surrendered to the Club together with the resignation notice by registered mail.

#### EXPULSION OF MEMBERS

The Club may, if it considers that any Member has conducted himself/herself in any way injurious to the Club or prejudicing the interests of the Club or has committed any breach of these Terms and Conditions expel the Member from Membership of the Club and the decision of the Club shall be final and conclusive. A Member who has been expelled from the Club shall cease to have any rights, benefits or privileges of Membership and any rights to enjoy the facilities and services provided or procured by the Club and shall immediately, upon receipt of the notice of expulsion, surrender to the Club his/her Card.

#### TERMINATION OF OPERATION OF THE CLUB

SHKP Club Limited shall have the right at any time at its absolute discretion without giving any notice or reason to Members to terminate the operation of the Club. Upon the termination of the operation of the Club, all rights and privileges of Members shall cease and all the Members shall, forthwith upon notification, return their respective Cards to the Club. No claim or demand of whatsoever nature and howsoever arising shall be made by Members against the Club, the directors, shareholders or management of SHKP Club Limited in connection with such termination

#### PERSONAL INFORMATION COLLECTION STATEMENT

Each applicant for Membership is required to supply all the personal data and other information requested in the Application Form (except those specified to be not obligatory) in order to enable the Club to consider his/her application. Failure to do so may result in the Club being unable to process the application. If the application is successful, further personal data and information may be collected during the period when a Member's Membership continues.

Personal data and Information relating to an applicant or Member may be used by the Club to facilitate or in connection with any or all of the following purposes:

(a) processing application for Membership, (b) verification of information supplied to the Club, (c) researches and/or analysis by the Club and/or any Sun Hung Kai Properties Group members, (d) providing information related to Sun Hung Kai Properties Group including the products, facilities, services and other privileges, benefits and other advantages from time to time offered by Sun Hung Kai Properties Group to the Members and rallying and arranging for the same to be provided (see also Use of Personal Data in Direct Marketing), (e) evaluating and improving the facilities, services and/or products offered by Wai Hung Kai Properties Group to the Members and the Club and/or Sun Hung Kai Properties Group; (f) In a clitating communications between Members and the Club and encouraging feed-back from Members on their needs and expectations of facilities, services and/or products offered by the Club and/or Sun Hung Kai Properties Group; (g) in order to determine the Member's eligibility to any products, facilities, services and other privileges, benefits and other advantages offered by the Club and Sun Hung Kai Properties Group; (f) in order to determine the Member's personal information with all personal information concerning the Members needs, companing the Member's personal information with all personal information concerning the Member previously provided to Sun Hung Kai Properties Group; (h) meeting any requirements to make disclosure under any applicable law; (i) any other purpose which an applicant or Member may from time to time.

Use of Personal Data in Direct Marketing; We intend to use all information provided by you in your application form (including your name, contact details and your replies in the Questionnaire portion) in direct marketing and verseas (whether residential, commercial or industrial, and including car parking spaces) owned o

Sun Hung Kai Properties Group means Sun Hung Kai Properties Limited and any company in which it holds directly or indirectly at least 50% of issued share capital.

The personal data provided by you will only be disclosed or transferred to parties relevant and reasonably necessary for the purposes stated above.

Each Member has the right to request access to and correction of any of his/her personal data in accordance with the provisions of the Personal Data (Privacy) Ordinance (Cap.486). Any data access request or data correction request may be made to our Data Protection Officer at its office situated at 45/F., Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Tel. 852-2828 7878 Fax. 852-2827 8804 Email shkpclub@shkp.com).

Being our valuable member, we thank you for your continuous support and from time to time we will share with you the latest information about Sun Hung Kai Properties Group and SHKP Club which might interest you. Should you not wish to receive direct marketing material and/or information from SHKP Club, you may exercise your opt-out right by notifying us in writing to the Club's Data Protection Officer at its office situated at 45/F., Sun Hung Kai Centre, 30 Harbour Road, Hong Kong, by email to shkpclub@shkp.com, by fax at 852-2827 888.

Please be assured that even if you have chosen not to receive our direct marketing materials, we shall continue to honour your membership and you will continue to enjoy the benefits conferred accordingly thereunder. You can still learn of our offers on our website or notices at the various venues under the Sun Hung Kai Properties Group.

APPLICABLE LAW
These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

GOVERNING VERSION
The English version of these Terms and Conditions shall prevail wherever there is any discrepancy between the English and Chinese versions.



感謝閣下有興趣成為新地會會員。新地會的目標是為推廣新鴻基地產集團的業務及形象,並促進會員及新鴻基地產集團的雙向溝通及通訊。按此目標,新地會 將會不時向會員發送跟新鴻基地產集團及新地會有關的直接促銷資訊。在申請成為新地會會員之前,敬請閣下仔細閱讀本申請表格中「使用個人資料作直接 促銷」部分的條文,以明白新地會可以如何使用閣下的個人資料作直接促銷用途,以及直接促銷的範圍。閣下申請成為新地會會員,即是閣下同意收取有關 新鴻基地產集團及新地會的直接促銷資訊。新地會將不會發送跟新鴻基地產集團或新地會無關的直接促銷資訊。

在填寫及簽署申請表格前,請詳閱刊載於本表格中及新地會網頁內的會員守則(特別是個人資料收集聲明一項)。申請人必須年滿18歲或以上,並須填寫申請表格。請同時附上所需證明文件寄回新地會辦事處 (地址:香港港灣道 30 號新鴻基中心 45 樓),或傳真至852-2827 8804,以便本會核對申請人之身份及個人資格。 在核對後,證明文件副本會隨即被毀滅。申請人亦可親身到本會辦事處提交申請表格並同時 出示證明文件以供本會查對

				個人資	料			
#1. 🗆 先生	2. 🗆 小姐		3. 🗆 太太	4. 🗆 女士				
#身份證/護照上之	英文姓名/姓名拼	音及中文姓名				į.	出生月日	
							月	日
#年齡組別	□ 18-21 □ 46-49		□ 22-25 □ 50-53	□ 26-29 □ 54-57	□ 30-33 □ 58-61	□ 34-37 □ 62-65	□ 38-41 □ 65以上	□ 42-45
婚姻狀況 教育程度 #現居地址(申請人	1. □ 未始 1. □ 中學 的會員證將郵寄至	<b>P</b> 以下	2. □ 已婚 2. □ 中學	3. □ 離婚 3. □ 大專或其他	4. □ 大學或以	以上		
□香港	樓	1座	Ⅰ大廈/屋苑		街號	Ⅰ街名		
	. 10	一座	一人 度 /		I 街 颁	□ 香港	□ 九龍	□新界
□ <b>香港以外地區</b> 詳細地址:	(請註明國家:			)		<b>1</b> 876	7086	- 161AP
							郵政編號:	
住宅電話 (區號 -	號碼)		<u>#手</u>	提電話		#電郵地址		
個人年薪 (港元)	□ \$300,000	以下 (1)	□ \$300,000	- \$700,000 <sup>(4)</sup>	□ \$700,000以_	F (7)	本會的資訊及優惠將以電子郵	件發送給會員。)
				會新	<u>E</u>			
本人申請成為新地	2會之: □ 背	普通會員 (年滿	· 18 歲或以上)			主宅物業買家或租	客或套房酒店之首要賓客	(以許可人的身份))
				會員資格及				
若甲請成為 <b>晋通</b> 會 證明文件副本。	<b>背</b> 員, <u>只需遞交有效</u>	【乙電話號碼記	<u> </u>	<u>。</u> 若甲請成為 <b>星級會</b> !	員,申請人必須填寫以	ト欄目 , 遞交 <u>有</u> 列	效之電話號碼證明或電郵±	也 <u>址證明</u> 及卜列的 <u>所需</u>
					里,直至遞交有效之證明		<b>企业不同类技会训制</b>	
本人現唯認本人□ <b>香港</b>			F: (如所賻員或租任申 :明國家及省市:	的新馮基地産集團所發	《展的住宅物業或居住的 )	套房	住址个问,	
物業名稱					1.	座	樓	室
	也產集團(獨資或合資 家〔見附註 2〕	,	:宅物業之 <u>買家</u> 〔見附 二手買家〔見附註 3					
	□有關購買上述物			□ 徴收差餉及地和			E成購買上述物業之證明文	件副本,以供查核。
				<b>≶酒店之首要賓客</b> (以 □ 以往租客	許可人的身份)〔見附註	1)。		
附註 1: • 住宅物業	並不包括位於住宅發展	展物業內的私家	車停車位、電單車停車位	立與單車位。				
			及會員申請事宜,本會將 鴻基地產發展有限公司。	會接納該公司之董事為買 或其附屬或聯營公司。	家或租客或首要賓客。			
			手買家/二手買家一視同 之買家的有關書面證明。	仁為新地物業持有者。 文件(管理費按金收據、管	で 理費収修等除外)為			
					臨時買賣合約 • 樓契或房	号地產權證 日署查冊記錄 (類別:	過往 及租 识 詳 情 <b>)</b>	
	家/二手買家 <u>以公司名</u> 司註冊署表格 X/D2/AF		C商行政管理局發出的係 C		申請人為該公司之董事):		超工及先加計刊)	
及最少	右列任何一項的副本	i) 訂購合約	或臨時買賣合約 ii) 樓	契或房地產權證 iii) i	正式買賣合約 iv) 土地註冊		過往及現況詳情) 處理閣下的申請,包括核實閣	工担供之资料和老虎限工
成為會員的資格・以 個人資料將只會被披	及會員守則中個人資露或轉移予為上述目的	料收集聲明內指 內使用有關資料	(明的其他用途。為此用時,合理而有需要把有關	<ul><li>は・閣下簽署此申請表格</li><li>場資料轉移予相關人士及格</li></ul>	各即表示同意我們可將閣下 幾構。閣下有權根據《個人	個人資料與閣下先 資料(私隱)條例》	<u> </u>	料加以比較。閣下提供之 ]或更正閣下之個人資料。
				簽署	Z			
本人確認本人已詳閱	及明白刊載於此申請	表格的會員守則	。本人同意接受並遵從		>  火集聲明所指明的用途。	本人確認本人已仔細	田閲讀下列「使用個人資料作	直接促鎖 部份的條文,

举入唯能华人已时间及对门,则就尽比中的农田对自身,对的"本人问题""放发来发展主意,为风水风景画门意地取有關新鴻基地產集團及新地會的直接促銷資訊。本人聲明以上各項填報資料及就有關此申請而遞交之文件均屬真實、正確及完整。本人並授權貴會可向任何其他新鴻基地產集團成員查核本人的資料,本人亦同意及授權其他新鴻基地產集團成員披露有關本人之資料予貴會。本人同意以填報之個人資料作核對本人身份及會籍狀況之用。本人明白並同意所有就此申請而遞交之文件,均不會發還。如貴會要求,本人將提交文件正本及其他所需文件,以便貴會處理此申請。

#### 使用個人資料作直接促銷

依用國人與作作且依認。 新地會有意使用閣下在本申請表格中提供的所有資料,包括閣下的姓名、聯絡資料及閣下在問卷中的回覆進行直接促銷。直接促銷可以關於新鴻基地產集團或新地會,包括:(i)香 港和世界各地由任何新鴻基地產集團成員擁有或發展,或由任何新鴻基地產集團成員在銷售或租實代理的地產物業(不論住宅、商業或工業樓宇,並包括泊車位),以及由金融 機構為購買或租用該等物業而提供的貸款安排,(ii)由任何新鴻基地產集團成員擁有、營運或管理的商場及酒店,包括位於該等商場及酒店的商戶及店舖提供的貨品、服務、設施及 活動,以及(iii)由任何新鴻基地產集團成員提供其他種類的貨品、服務、設施及活動包括物業管理、建築、保險、金融服務、電訊、資訊科技、交通運輸基礎設施運營和管理、港 口業務、運輸和物流、廢物管理、教育、招聘、獎賞/獎勵/優惠計劃、企業社會負任活動,及慈善和非牟利的事務。新地會需要閣下的同意方可使用閣下的個人資料作直接促銷。

新鴻基地產集團指新鴻基地產發展有限公司及任何由其直接或間接持有最少**50%**已發行股本的公司。 新地會的目標是為推廣新鴻基地產集團的業務及形象,並促進會員及新鴻基地產集團的雙向溝通及通訊。閣下 申請成為新地會會員,即是閣下同意新地會使用閣下的個人資料以上述方式及範圍作直接促銷。新地會通常 會以電郵方式向閣下發送直接促銷資訊,亦可使用其他方式。如閣下欲拒絕用電郵以外的其他通訊方式收取 資訊,請在下列適當的方格加☑號。如未有在任何方格加☑號,新地會即可使用所有下列通訊方式 □ 郵寄

#申請人簽署			
日期:	日/	月/	年/

電話	(趙詁)		電話	(短信	[等	)

#### 授權遞交新地會入會表格

本人		(申請人身份證上的如	生名) 現委託
	(以公司名稱・如適用) 之		先生/小姐
代表本人遞交新地會入會申請	表格,並確認表格上的資料乃2	本人提供,及由本人簽署確認的	資料屬實。

本人為獲授權人士並確認隨此授權書的入會表格由會籍申請者簽名及並由本人代其遞 交。本人明白如未經申請者同意擅自填報或更改資料或作出虛假陳述,本人需負上相

申請人簽署確認 (需與新地會入會申請表格簽名一致)						
日其	月:	日/	月/	年/		

獲授權人簽署			
日期:	日/	月/	年/



^申請人可自願提供此問券答案

,	77.18		- 2# ch
	C. □ 冏場	d. □ 電訊	e. □ 酒店
g. 📙 其他 (請註明:	)		
	c. □ 飲食	d. □ 潮流服飾	e. □ 家居保養及清潔
g. 🗆 親子	h. □ 汽車/駕駛	i. □ 文化閱讀	j. □ 美容/健身
<ol> <li>□ 健康資訊</li> </ol>	m. □ 其他 (請註明:	)	
	b. □ 保險 g. □ 其他 (請註明: b. □ 家居設計及擺設 g. □ 親子 I. □ 健康資訊	g. □ 其他 (請註明:) b. □ 家居設計及擺設 c. □ 飲食 g. □ 親子 h. □ 汽車/駕駛	g. □ 其他 (請註明:) b. □ 家居設計及擺設

3. 娛樂消閒 a. □ 流行音樂 f. □ 烹飪 e. □ 電腦遊戲 b. □ 旅游 C. 🗆 電影 d. 🗆 體育 g. 🗆 潮流 i. □ 優質生活介紹 j. □ 園藝 h. 🗆 寵物 □ 其他 (請註明: 4. 請剔選你有興趣的物業相關活動及優惠 (可剔選多於一項): b. □ 參觀內地新樓盤 a. □ 參觀香港新樓盤 c. □ 參觀新樓會所 d. □ 會員首次置業優惠 e. □ 會員換樓置業優惠 □ 推薦親友置業計劃 g. □ 置業按揭服務/資訊 h. □ 置業法律知識講座/資訊 i. □ 家居設計/ 裝修工作坊 j. □ 家居保養工作坊 k. □ 其他置業服務及活動(請註明 5. 請問您現時在香港持有多少個住宅物業? c. 🗆 2 e. 🗆 4 a. 🗆 0 b. 🗆 1 d. 🗆 3 f. □ 5 或以上

6. 如購買了新住宅物業,請問你會否在購入新住宅物業至入伙後六個月期間,出售現時所有在香港的其他住宅物業,或全部轉讓給近親? a. □ 會・全部出售

b. □ 會・全部轉讓給近親

c. □ 不會

d. □ 未決定

e. □ 不適用

7. 請問你及同住親友有否打算於未來兩年在香港自置住宅物業?如有,請剔選是否首置。

本人: a. □ 有 (是 / 否首置) b. □ 沒有 同住親友: c. □ 有 (是 / 否首置) d. □ 沒有 8. 如有打算置業,請剔出未來置業所選擇之間隔

現誠激閣下填寫以下問為,讓我們更了解閣下的期望及雲要,以便提供更適切的服務及優重。所有資料將會絕對保密。

知得打弄量来。明初山木木直来が西洋之間間 a. □ 有 (可剔選多於一項: b.□ 開放式或 1 房 c. □ 2 房 d. □ 3 房 e. □ 4 房或以上) f. □ 沒有

職員專用			編號
		( / / )	
現場審查:□	編號:		
批 核:□接納	□不接納		副本

#### 會員守則

本守則對由新地會有限公司經營之「新地會」(簡稱「本會」)之所有會員均有約束力。會員包括普通會員、星級會員及本會不時招募之其他種類的會員,經此申請表格申請成為本會會員,申請人即同意受本會員守則(包括不時生效之條款及條件)約束。

#### 會籍

會員必須年滿18歲。所有會籍申請或續期須經本會批准:本會有絕對酌情權批准或不批准有關申請及續期,無須作任何解釋。會籍的有效期為本會不時指定的年期。本會有絕對酌情權按照任何期限或方式延續 會籍。在對上述條文沒有任何影響的情況下,當會員會籍續期時,會員必須應本會要求,證明其符合本會會員之資格,並提交本會所須之證明文件,以供批核。會員對本會之組織、運作或管理無投票權,亦對 本會之任何財產無任何權利或追索權。本會之會籍不得轉讓。

#### 會員證

每位會員於其會籍申請及續期被接納後,將獲本會發出一張會員證及延續會員證(各自簡稱「會員證」)。新會員於收到會員證後應立即於證上簽署,而會員證上之簽名須與申請表上之簽名相同。會員證在任何 情況下均為本會之財物,本會有權隨時撤銷該證之效力及 / 或終止會員之會籍,而無須給予任何理由。本會亦有權要求會員歸還會員證予本會。會員證祇供獲發該證之會員使用,不得轉讓。會員於享用本會所 提供之設施及服務時,須於被要求時出示會員證作為其會籍的證明。倘若會員證遭遺失,損壞或被竊,須立即通知本會。本會補發新證,可收取費用。

#### 設施及服務

會員於被批准入會後,即有資格接受及享有本會提供之設施及服務,惟須先得到本會之邀請及接受本會於提供該等設施及服務時訂明之任何特定條款及條件限制。有關對會員作出之邀請,本會有絕對酌情權。 本會有絕對酌情權於不同條件下,提供設施與服務予不同類別之會員。本會有絕對酌情權隨時終止任何設施或服務之提供及 / 或其運作,而無須向會員發出通知或給予任何理由。本會就任何人士包括任何商人 或店舗拒絕承兑會員證與及商戶所提供之貨品及 / 或服務,概不負責。會員不得利用本會或本會提供之設施、服務、資料或文件作任何商業、不道德或不合法用途。

#### 本會之責任

除非由於本會或其僱員或妥為授權代表之疏忽或過失,本會無須為任何因會員之會籍或與會籍關連而直接或間接導致或引起任何性質之損失、索償、費用、收費或支出,向任何會員或任何其他人士承擔責任或 法律責任。

#### 

本會保留權利向會員收取費用,作為償付本會按會員要求提供及/或送付任何資料或文件時所引致之費用或支出。

#### 更改會員守則

本會有絕對酌情權不時更改本會員守則,並以其認為合適之任何方式通知會員任何上述之更改。除非會員證在更改生效並載明於向會員通知之日期前被歸還本會以便註銷,否則會員須受該等已更改之守則約束。

#### 退會

任何打算退出會籍之會員應於最少7日前以書面預先通知本會,表明其意向,並將會員證隨同退會通知,以掛號函件寄回本會。

#### 開除會籍

本會倘若認為任何會員之行為對本會有損或與本會之利益相達或違反任何會員守則,本會可開除有關會員於本會之會籍,而本會之決定為最後及終局性的。被開除會籍之會員停止擁有會籍所授予之任何權利、福利或優惠,而且不再有權接受及享有本會提供之設施及服務。被開除會籍之會員於收到開除會籍之通知後須立即向本會交還會員證。

### 本會終止運作新地會有限公司有

新地會有限公司有絕對酌情權於任何時候終止本會之運作而無須向會員發出通告或給予任何理由。於本會之運作被終止以後,會員之一切權利及優惠即告終止,而全部會員應在接到本會運作終止之通知後立即向 本會交還會員證。於任何情況下,會員不得亦不能因本會終止運作而向本會、新地會有限公司之董事、股東或管理人員提出任何性質或在任何情況下引致之索償或要求。

#### 個人資料收集聲明

每一位申請會籍之人士必須提供此申請表格內所要求之全部個人資料及其他資料(訂明非必須提供者除外),以便本會考慮其申請。若申請人未能根據要求向本會提供該等資料,可能導致本會無法處理有關申請。如申請獲批准,在會員之會籍有效期間,本會可收集進一步之個人資料及其他資料。

申請人或會員之個人資料及其他資料可被本會用作促進或與下列有關之所有或任何用途

(a) 處理會籍之申請; (b) 核實提供予本會之資料; (c) 為本會及/或新鴻基地產進行研究及/或分析; (d) 不時向會員提供關於新鴻基地產集團的資訊,包括新鴻基地產集團為會員提供的產品、設施、服務及其他優惠、獎賞及其他得益的資訊並且為會員匯集及安排該等產品、設施、服務及其他優惠、獎賞及其他得益的資訊並且為會員匯集及安排該等產品、設施、服務及其他優惠、獎賞及其他得益的資訊並且為會員匯集及安排該等產品、設施、服務及其他優惠、獎賞及其他得益的資訊並且為會員匯集及安排該等產品、設施、服務及其他優惠、獎賞及其他得益的資訊並且為會員理來會間的溝通,並鼓勵會員就其對本會及/或新鴻基地產集團之設施、服務及/或產品之需要及期望作出回應; (g) 為確定會員享用本會及新鴻基地產集團產品、設施、服務及其他優惠、獎賞及其他得益的資格,並考慮會員的需要,而將會員個人資料與會員先前提供給新鴻基地產集團的所有個人資料如以比較; (h) 履行任何適用法律下要求披露之規定; (i) 任何經申請人或會員不時同意之其他用途。

[使用個人資料作直接促銷:新地會有意使用閣下在本申請表格中提供的所有資料,包括閣下的姓名、聯絡資料及閣下在問卷中的回覆進行直接促銷。直接促銷可以關於新鴻基地產集團或新地會,包括: (i) 香港和世界各地由任何新鴻基地產集團成員擁有或發展,或由任何新鴻基地產集團成員在銷售或租實代理的地產物業(不論住宅、商業或工業樓宇,並包括泊車位),以及由金融機構為購買或租用該等物業而提供的貸款安排,(ii)由任何新鴻基地產集團成員擁有、營運或管理的商場及酒店,包括位於該等商場及酒店的商戶及店舗提供的資品、服務、設施及活動,以及(iii)由任何新鴻基地產集團成員提供其他種類的資品、服務、設施及活動的結功數管理、建築、保險、金融服務、電訊、資訊科技、交通運輸基礎設施運營和管理、港口業務、運輸和物流、廢物管理、教育、招聘、獎賞/獎勵/優惠計劃、企業社會責任活動,及慈善和非牟利的事務。新地會需要閣下的同意方可使用閣下的個人資料作直接促銷。

新鴻基地產集團指新鴻基地產發展有限公司及任何由其直接或間接持有最少50%已發行股本的公司

閣下提供之個人資料將只會被披露或轉移往與上述目的相關及合理而必要之單位。

每一位會員均有權根據《個人資料(私隱)(修訂)條例》(第486章)的規定,要求查閱或更正閣下之個人資料。如有任何查閱或更正資料要求,可向本會資料保障主任提出,其辦事處位於香港港灣道30號 新鴻基中心45樓。(電話:852-2828 7878 傳真 852-2827 8804 電郵: shkpclub@shkp.com)

新地會感謝會員長期支持,我們不時與會員分享新鴻基地產集團及新地會的各種最新資訊。如關下不願意收取新地會的直接促銷材料及/或資訊,可以向我們發出書面通知,郵寄至香港港灣道30號新鴻基中心 45樓新地會資料保障主任收、電郵至shkpclub@shkp.com、或傳真至852-2827 8804,或致電新地會熱線 852-2828 7878。

即使閣下選擇日後不收取我們的直接促銷材料及/或資訊,我們亦會依舊尊重閣下之會籍,以便閣下能繼續享受更多的會員福利。你可以透過本會網頁或張貼於新鴻基地產集團旗下不同地點的通告得悉本會 其後的優惠訊息。

#### 適用法律

本守則受香港特別行政區法律管轄並按香港特別行政區法律解釋。

#### **管轄文本** 本守則之英文文本及中文文本在文義上如有任何歧異,概以英文文本為準。

[更新資料於 2020 年03月]

TENDERER MUST COMPLETE THIS PAGE (IF APPLICABLE) 投標者須填妥本頁 (如適用)

### Letter Regarding Stamp Duty Express 關於印花稅直送的信件

Vendor 賣方	Wisecity Development Limited 偉城發展有限公司							
Phase of Development 發展項目期數	Central Peak 發展項目(「多	Phase 1 (the " <b>Phase</b> ") of Central Peak Development (the " <b>Development</b> ") Central Peak 發展項目(「 <b>發展項目</b> 」)的第 1 期 (「 <b>期數</b> 」)						
Address 地址		No. 18 Stubbs Road, Mid-Levels East, Hong Kong 香港東半山司徒拔道 18 號						
Property	Residential property	Tower 座數	Floor 樓層	Manor 單位				
本物業	住宅物業							
	Car Parking Space	樓層 Floor	No. 號碼					
	停車位	地庫2層						
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				n tender submission) 標時不填上日期)				

#### To 致: The Purchaser 買方

1.	We, Wisecity Development Limited, refer to your purchase of the Property under a preliminary agreement for sale and purchase
	(the "Preliminary Agreement").

本公司偉城發展有限公司現就閣下根據一份臨時買賣合約(以下稱「臨時合約」)購買本物業一事致函閣下。

2. The purpose of this letter is to confirm our offer to you, subject to and in accordance with the terms and conditions of this letter, in particular the fulfillment of your obligations in paragraph 3 below (please fill in a "✓" at the appropriate box):本信件之目的是為了確認本公司按照本信件所列的條款與細則(尤其是有關閣下履行以下第 3 段所列責任的條款),向閣下提供「印花稅直送」(請在適用之方格內填寫「✓」號):-

The amount of the "Stamp Duty Express" shall be equal to 15% of the purchase price; or 「印花稅直送」金額相當於樓價的 15%;或
The amount of the "Stamp Duty Express" shall be equal to 9% of the purchase price; or 「印花稅直送」金額相當於樓價的 9%;或
The amount of the "Stamp Duty Express" shall be equal to 4.25% of the purchase price. 「印花稅直送」金額相當於樓價的 4.25%。

3. By signing this letter, you agree to the following:- 簽署本信件即表示閣下同意以下各項:

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

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

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

- You shall deposit with the Vendor's solicitors a fund for the Vendor's solicitors to arrange for the Agreement for Sale and Purchase and (where required by the Stamp Duty Ordinance) the Preliminary Agreement to be stamped by the Collector of Stamp Revenue within the time limit prescribed by the Stamp Duty Ordinance. The amount of the fund is equal to the amount of AVD on the Agreement for Sale and Purchase (including the fixed fee for stamping a counterpart of the Agreement for Sale and Purchase) and (where required by the Stamp Duty Ordinance) the Preliminary Agreement; and (if applicable) the amount of BSD, less the amount of "Stamp Duty Express". The above arrangement is without prejudice to your obligation to pay stamp duty under the Agreement for Sale and Purchase.
  - 閣下須向賣方代表律師存放一筆款項,以使賣方代表律師安排在《印花稅條例》訂明的時限內讓印花稅署署長為買賣合約及(如《印花稅條例》要求)臨時合約加蓋印花。該筆款項金額相等於買賣合約(包括加蓋買賣合約副本的定額費用)及(如《印花稅條例》要求)臨時合約的從價印花稅及(如適用)買家印花稅,減「印花稅直送」的金額。以上安排是不減損閣下在買賣合約下支付印花稅的責任。
- (ii) You shall provide the following to the Vendor's solicitors: (If you claim that lower rates (Scale 2) of AVD shall apply and/or BSD shall be exempted) a Statutory Declaration (in Form IRSD 131) made by you accompanied with a copy of your Hong Kong Identity Card(s), Application for Refund of Stamp Duty (Form IRSD125(E)) (signed but undated), Application for Partial Refund of Ad Valorem Stamp Duty (Form IRSD125A(E)) (signed but undated), Letter of Indemnity (for Payer of Stamp Duty) (Form L/1(1) (10/2022)) (signed, witnessed but undated), Stamping Request (Form IRSD112(E)) (signed by you or your solicitors, indicating that the Vendor pays 100% share of AVD) and such other document(s) as may be required by the Vendor or the Vendor's solicitors. 閣下須向賣方代表律師提供以下文件: (如閣下聲稱應適用以較低稅率(第2標準)計算的從價印花稅及/或應豁免買家印花稅)閣下作出的「法定聲明」(表格 IRSD 131)及附上閣下的香港身分證副本、印花稅退款申請書(表格 IRSD 125(E))(已簽署但無註明日期)、申請退還部分從價印花稅(表格 IRSD 125A(E))(已簽署但無註明日期)、償還稅款保證書(供支付印花稅者填報)(Form L/1(1)(10/2022))(已簽署及見證但無註明日期)、加蓋印花申請(表格 IRSD 112(E))(由閣下或閣下代表律師簽署及訂明賣方支付 100%從價印花稅)及其他賣方或賣方代表律師要求的文件。
- 4. The "Stamp Duty Express" will be applied by the Vendor directly for payment (or part payment) of the AVD chargeable on the Agreement for Sale and Purchase on your behalf. You shall remain primarily liable for payment of the AVD, and shall be responsible for payment of the difference (if any) between the actual amount of AVD and the amount of the "Stamp Duty Express", the fixed fee for stamping a counterpart of the Agreement for Sale and Purchase and (where required by the Stamp Duty Ordinance) the Preliminary Agreement and (if applicable) the amount of BSD.

  賣方將應用「印花稅直送」直接代閣下繳付買賣合約的應繳的從價印花稅(或其部份)。閣下仍須負上繳付從價印花稅的主要責任,及須負責繳付實際從價印花稅的金額與「印花稅直送」的金額之間的差額(如有)、加蓋買賣合約副本及(如印花稅條例要求)臨時合約的定額費用及(如適用)買家印花稅。
- 5. After the "Stamp Duty Express" has been applied for payment (or part payment) of the AVD by the Vendor for the first time: 在賣方首次應用「印花稅直送」繳付從價印花稅(或其部份)後:
  - (a) If the amount of the "Stamp Duty Express" exceeds the amount of the AVD, subject to settlement of the balance of the purchase price in accordance with the Agreement for Sale and Purchase, the Vendor will apply the remaining amount of the "Stamp Duty Express" (as a cash rebate) for part payment of the balance of the purchase price of the Property directly. 如「印花稅直送」的金額大於 AVD 的金額,在閣下按買賣合約付清樓價餘額的情況下,賣方會將「印花稅直送」的剩餘金額(作為現金回贈)直接用於支付本物業的部份樓價餘額。
  - (b) After the Vendor has paid or applied the "Stamp Duty Express" as aforesaid, the Vendor's obligation to you under this benefit will be discharged. Even if there is a change in the purchase price in the future (whether due to your application to change the terms of payment which has been approved by the Vendor or other reason), the amount of the "Stamp Duty Express" will not be adjusted as a result of the change in the purchase price and the Vendor is no longer required to pay any additional stamp duty for you.
    - 賣方在繳付或應用「印花稅直送」後,賣方對閣下關於此優惠的責任將完結。即使樓價日後有更改(不論是否因閣下日後申請更改支付辦法獲得賣方同意或其他原因),「印花稅直送」的金額不會因樓價更改而調整,賣方亦無須向閣下代繳任何進一步的印花稅。
- 6. If the Purchaser does not complete the purchase of the Property in accordance with the Agreement for Sale and Purchase, the full amount of the "Stamp Duty Express" shall be refunded to the Vendor.
  如閣下沒有按買賣合約完成購買本物業,「印花稅直送」的全額將須退還給賣方。
- 7. The Vendor hereby expressly reserve its rights to claim against you for any damages and to apply for refund of the paid AVD ("Refund") from Inland Revenue Department if you fail to complete the sale and purchase of the Property in accordance with the terms and conditions of the Agreement for Sale and Purchase. In the event that the paid AVD (or any part thereof) ceases to be payable because of the cancellation or termination of the Agreement for Sale and Purchase for whatever reason, you shall

forthwith carry out all steps and actions as required by the Vendor to assist the Vendor to obtain the Refund from the competent authorities. You hereby agree that, whether or not the Agreement for Sale and Purchase has been cancelled or terminated, you shall, upon the request of the Vendor, sign any relevant forms and documents for the purpose of enabling the Vendor to claim the Refund, and/or authorizes the Vendor to apply for the Refund and for such purpose, date and use the aforesaid forms and documents, fill in such other forms and documents as may be required and submit them to the competent authorities at any time as the Vendor deems fit.

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

- 8. If you are entitled to apply for partial refund of AVD ("**Partial Refund**") after disposing of the only existing residential property in Hong Kong owned by you ("**Existing Property**"),
  - 如閣下在出售閣下在香港的唯一的現有住宅物業(「現有物業」)後,合資格申請退還部份從價印花稅(「部份退款」),
  - (a) You shall ensure that the disposal of the Existing Property is within the time limit prescribed by the Stamp Duty Ordinance and that you comply with other requirements stipulated by the Stamp Duty Ordinance. 閣下須確保出售現有物業是在《印花稅條例》訂明的時限之內,及閣下須遵守《印花稅條例》訂明的其他要求。
  - (b) You shall timely notify the Vendor's solicitors and provide such documents as may be required by the Inland Revenue Department or the Vendor's solicitors to enable the Vendor's solicitors to apply for Partial Refund at your own costs and expenses. The Partial Refund shall be made payable to the Vendor or the Vendor's solicitors. 閣下須及時通知賣方代表律師及提供稅務局或賣方代表律師所要求的文件,以讓賣方代表律師能夠申請部份退款,相關費用及開支由閣下負責。部份退款須支付予賣方或賣方代表律師。
  - (c) If the Partial Refund is received by the Vendor or the Vendor's solicitors before the date of settlement of balance of purchase price of the Property, the net balance of the Partial Refund after deducting relevant costs and expenses will be applied directly for settlement of part of balance of purchase price of the Property, if it is reasonably practicable for the Vendor or the Vendor's solicitors to do so. In other cases, subject to the settlement of the balance of purchase price of the Property by you, the net balance of the Partial Refund after deducting relevant costs and expenses will be released to you. 如賣方或賣方代表律師於付清本物業的樓價餘額前收到部份退款,賣方或賣方代表律師在合理可行的情況下,會將部份退款的淨餘款(在扣減相關費用及開支後)直接用於支付本物業的部份樓價餘額。在其他情況下,在閣下付清本物業的樓價餘款的情況下,部份退款的淨餘款(在扣減相關費用及開支後)將會發放予閣下。
  - (d) The Vendor and the Vendor's solicitors do not give and shall not be deemed to have given any representation, undertaking or warranty regarding the application for Partial Refund. Regardless of the outcome of the application, you agree that you will not make any claim against the Vendor and/or the Vendor's solicitors about any matters relating to the application. 賣方或賣方代表律師無給予及不應當作為已給予任何就申請部份退款的陳述、承諾或保證。無論申請結果成功與否,閣下同意不得就申請相關事宜向賣方及/或賣方代表律師提出任何申索。
- 9. The Vendor will under no circumstance be responsible for any penalty or loss if there is any late payment of stamp duty, whether or not due to any late payment of the "Stamp Duty Express" (or any part thereof) for whatever reason. 於任何情況下,無論是否因延遲發放「印花稅直送」(或其任何部分)或因任何原因而未有如期繳付印花稅,賣方均無須就任何罰款或損失負責。
- 10. The benefit in this letter is personal to you as a purchaser of the Property. In any event, you shall only be entitled to receive the "Stamp Duty Express" once for each residential property. The rights or benefits conferred on you under this letter are non-assignable and non-transferable. 本信件的利益屬於閣下(作為本物業買方)個人所有。不管怎樣,閣下只可就每個住宅物業有權使用印花稅直送一次。本信件賦予閣下的權利或利益不得轉讓或轉移。
- 11. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase. All the rights and remedies of the Vendor under the Agreement for Sale and Purchase shall not be affected by these terms and conditions. The terms and conditions herein constitute an agreement between the parties hereto independent from your purchase of the Property and the Agreement for Sale and Purchase and nothing herein contained or any failure by any party hereto to observe or perform any of its obligation hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Agreement for Sale and Purchase, or the rights, duties or obligations of the parties to the Agreement for Sale and Purchase. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, you shall remain liable to be bound to observe and perform all the terms and conditions in the Agreement for Sale and Purchase and to complete the purchase of the Property in accordance with the provisions of the Agreement for Sale and Purchase. The terms and conditions herein will not exonerate or exempt the Purchaser from being liable for his failure to complete the purchase. Any claim that you may have under or in relation to or in connection with the terms and conditions

herein shall be a claim against the Vendor for damages only.

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

12. For the purpose of this letter,

就本信件而言,

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

「從價印花稅」是指根據《印花稅條例》對臨時合約和買賣合約徵收的從價印花稅。

"BSD" means the buyer's stamp duty chargeable on the Preliminary Agreement and the Agreement for Sale and Purchase under the Stamp Duty Ordinance.

「買家印花稅」是指根據《印花稅條例》對臨時合約和買賣合約徵收的買家印花稅。

"Stamp Duty Ordinance" means the Stamp Duty Ordinance (Cap. 117) as amended from time to time.

- 「**《印花稅條例》**」是指經不時修訂的《印花稅條例》(香港法例第 117 章)。
- 13. The parties do not intend any term of this letter to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623)(the "CRTPO") and agree that this letter shall be excluded from the application of the CRTPO. 各方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(「該條例」)強制執行本信件下任何條款,並且同意排除該條例對本信件的適用。
- 14. In case of dispute, we reserve our rights to make the final decision on all matters arising from this letter and such decision shall be binding on you.

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

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

如本信件之中英文文本有任何歧義,一切以英文文本為準。

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

For and on behalf of

授權人士簽署

TENDERER MUST COMPLETE THIS PAGE (IF APPLICABLE) 投標者須填妥本頁 (如適用)

After due and careful consideration of the contents of this letter, I/we agree to accept the same and be bound by all the terms and conditions herein set out and I/we hereby declare and represent to you that (please fill in a " $\checkmark$ " at the appropriate box):- 經小心考慮本信件的內容後,本人/吾等同意接受本信件所列的所有條款與細則及受其約束,本人/吾等謹此向賣方聲明及陳述(請在適用之方格內填寫「 $\checkmark$ 」號):

(a)		□ <i>not subj</i> □ <i>毋須</i>		] the buyer's 買家印花稅;	stamp duty;
(b)	) Flat rate of 15% of ad valorem stamp duty is 從價印花稅的的劃一稅率 15%	[□ <i>appli</i> [□ <i>適用</i>		□ not applica □ 不適用	able ] to my/our purchase of the Property; ]於本人/吾等購買的本物業;
(c)	) I am/each of us is acquiring the Property [□ <i>on my own behalf and not on behalf of an</i> 本人/吾等各人在購入本物業時是	ıy other pe	rson(s)/	□ on behalf o	of other person].
	[口代表自己行事及並不代表任何其他人/			□ 代表他人行	<i>行事</i> ]。
abo	We acknowledge and understand that Wisecity love in offering the Stamp Duty Express to me/us :人/吾等知悉及明白偉城發展有限公司倚賴本	S			•
S	Signed by the Purchaser(s) 買方簽署				

<u>Note</u>: Please use Block Letters. All fields in this notice must be completed. This form must be signed by ALL of the Purchasers if there are more than one Purchaser(s). If the Purchaser is a corporation, this form must be signed by its authorized signatory(s) with company chop.

<u>附註</u>: 請使用正楷。本表格的所有欄必須填寫。本表格須由所有買方簽署。如買方為公司,須由公司之授權人士簽署及蓋上公司印鑑。

### Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers 關於繼續開放物業予準買家參觀的確認書

Vendor	Wisecity Development Limite	ed					
賣方	偉城發展有限公司						
Phase of Development	Phase 1 (the "Phase") of Cent	ral Peak Development (the "De	evelopment")				
發展項目期數	Central Peak 發展項目(「發展	<b>展項目」)</b> 的第1期(「 <b>期數</b> 」	)				
Address	No. 18 Stubbs Road, Mid-Lev	vels East, Hong Kong					
地址	香港東半山司徒拔道 18 號						
Property	Tower 座數	Floor 樓層	Manor 單位				
本物業							
Purchaser(s)							
買方							
I.D. / Passport/ B.R. No.							
身份證/護照/商業登記證號碼							
Date		(und	dated upon tender submission)				
日期			(投標時不填上日期)				

I/We, the undersigned, hereby acknowledge and confirm that :-

本人/我們,下述簽署人,僅此知悉及確認:

- 1. I/we am/are fully aware that after my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, the Property may be made available for viewing by potential purchasers of other properties of the Development until my/our completion of the purchase of the Property. I/We agree that I/we shall not make any objection to the same. 本人/我們,下述簽署人,僅此知悉及確認,在本人/我們簽署本物業的臨時買賣合約之後及於本人/我們完成本物業成交之前,本物業可能會開放供發展項目其他物業之有興趣買家參觀。本人/我們同意本人/我們不得對此提出任何異議。
- 2. (Applicable only to Manor A of 2/F of Alpex I, Skyplex of 7/F of Alpex II and Manor A and Manor B of 3/F of Everex II with furniture, etc. displayed therein) All furniture, accessories, chandeliers, feature lightings, decorative fittings, potted plants and/or wood deck, etc. displayed in the Property (other than those fittings, finishes and appliances of the Property as depicted in the sales brochure and the cabinet (if any) and curtain (if any) as mentioned in the Free Furniture Offer (for details of the gifts, financial advantage or benefits, please refer to Appendix 1 of the Tender Notice) (if applicable)) are not part of the standard provisions and will not be provided or delivered to me/us upon completion of the purchase or handover of the Property. I/we should refer to the sales brochure for details of the standard provisions of the fittings, finishes and appliances in the Property.

(僅適用於有傢俬等擺放的 Alpex I 2 樓 Manor A、Alpex II 7 樓 Skyplex、Everex II 3 樓 Manor A 及 Everex II 3 樓 Manor B)所有擺放於本物業內的傢俱、裝飾品、吊燈、特色燈飾、裝飾裝置、盆栽及/或木地台等(售樓說明書內列明本物業附設之裝置、裝修物料及設備及(如適用) 送贈家具優惠(有關贈品、財務優惠或利益的詳情,請參閱招標公告附錄 1)所述之組合櫃(如有)及窗簾(如有)除外),並非交樓標準配備及將不會於買賣成交或交樓時連同本物業交予本人/我們。有關本物業的交樓標準之裝置、裝修物料及設備的詳情,本人/我們應參閱售樓說明書。

- 3. The parties do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this letter shall be excluded from the application of the CRTPO. 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。
- 4. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the above. 本人 / 吾等確認及聲明本人 / 吾等同意購入本物業時已完全知悉上述事項。
- 5. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.

7	如本函。	2中英	文文本	有任	:何歧	義,一	切以	英文文	【本為準	0

Signed by the Purchaser(s) 買方簽署	

### Vendor's Information Form 賣方資料表格

Vendor	Wisecity Development Limite	ed					
賣方	偉城發展有限公司						
Phase of Development	Phase 1 (the " <b>Phase</b> ") of Central Peak Development (the " <b>Development</b> ")						
發展項目期數	Central Peak 發展項目(「發)	<b>展項目</b> 」)的第1期(「 <b>期數</b> 」	)				
Address	No. 18 Stubbs Road, Mid-Lev	vels East, Hong Kong					
地址	香港東半山司徒拔道 18 號						
Property	Tower 座數	Floor 樓層	Manor 單位				
本物業							
Purchaser(s)							
買方							
I.D. / Passport/ B.R. No.							
身份證/護照/商業登記證號碼							
Date		(und	dated upon tender submission)				
日期			(投標時不填上日期)				

a)	The amount of the management fee that is payable for the Property				
	須就本物業支付的管理費用的款額	Tower	Floor		Management Fee
		座數	樓層	單位	管理費用
		A 1 T	2	Manan	(per month 每月) 港幣 HK\$18,682
		Alpex I	3		
		Alpex I	5		港幣 HK\$18,260
		Alpex III	5		港幣 HK\$18,767
		Everex II	5		港幣 HK\$14,791
		Everex II	3	Manor B	港幣 HK\$14,617
b)	The amount of the Government rent (if any) that is payable for the				
0)	Property	Tower	Floor	Manor	<b>Government Rent</b>
	須就本物業繳付的地稅 (如有的話) 的款額	座數	樓層	單位	地稅
					(per quarter/每季)
		Alpex I	3	Manor A	港幣 HK\$9,621
		Alpex I	3	Manor B	港幣 HK\$9,468
		Alpex III	5		港幣 HK\$9,702
		Everex II	5		港幣 HK\$7,587
		Everex II	5	Manor B	港幣 HK\$7,506
c)	The name of the owners' incorporation (if any)			No	
	業主立案法團 (如有的話) 的名稱			沒有	
d)	The name of the manager of the Phase	Supre	me Mai	nagement	Services Limited
	期數的管理人的姓名或名稱		超卓	管理服務有	<b>有限公司</b>
e)	Any notice received by the Vendor from the Government or			No	
	management office concerning sums required to be contributed by the			沒有	
	owners of the residential properties in the Phase				
	賣方自政府或管理處接獲的關乎期數中的住宅物業的擁有人須分				
	擔的款項的任何通知			NT.	
f)	Any notice received by the Vendor from the Government or requiring			No	
	the Vendor to demolish or reinstate any part of the Phase			沒有	
	賣方自政府接獲的規定賣方拆卸期數的任何部分或將期數的任何部分恢復原狀的任何通知				
g)	Any pending claim affecting the Property that is known to the Vendor			No	
	賣方所知的影響本物業的任何待決的申索			沒有	

Date of Printing: 20 September 2023 印製日期: 2023 年 9 月 20 日

Signed by the Purchaser(s) 買方簽署

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

Vendo	or	Wisecity Development Limited					
賣方		偉城發展有限公司					
Phase of Development		Phase 1 (the " <b>Phase</b> ") of Central Peak Development (the " <b>Development</b> ")					
	頁目期數		<b>展項目</b> 」)的第1期(「 <b>期數</b> 」	)			
Addre	ess	No. 18 Stubbs Road, Mid-Lev	els East, Hong Kong				
地址		香港東半山司徒拔道 18 號					
Prope		Tower 座數	Floor 樓層	Manor 單位			
本物熱	K.						
Purch	aser(s)						
買方							
I.D. /	Passport/ B.R. No.						
身份記	登/護照/商業登記證號碼						
Date 日期			(und	ated upon tender submission) (投標時不填上日期)			
1.	at (time) 賣方已開放本物業供本人/我 I/We understand that I/we hav offered to arrange me/us to view	文們參觀,且本人/我們已於 <u>([</u> e the right to view the Property be w the Property, however, I/we have	efore the signing of the Preliminar	参觀過本物業。 ry Agreement and the Vendor has			
2. 🗆	因以下原因,賣方開放本物等 Reason 原因: Pursuant to section 44(2)(b)(i) o property: 根據《一手住宅物業銷售條例 供本人/我們參觀。	後供本人/我們參觀,並非合理地 ————————————————————————————————————	e.g. the Property is subject to existing hand Sales) Ordinance, the Vendor ed below) available for viewing by 如此,如此,我们就是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个	ng tenancy 例如本物業現有租約 has made a comparable residential me/us.			
		the right to view the comparable i	residential property before the sign	ing of the Preliminary Agreement,			

本人/我們明白本人/我們有權在簽署臨時合約之前參觀該相若的住宅物業,但本人/我們拒絕參觀。

however, I/we have declined to do so.

3.		It is not reasonably practicable for the Vendor to make the Property available for viewing by me/us for the following reason: 因以下原因,賣方開放本物業供本人/我們參觀,並非合理地切實可行:
		Reason 原因:(e.g. the Property is subject to existing tenancy 例如本物業現有租約)
		It is also not reasonably practicable for the Vendor to make any comparable residential property in the Phase available for viewing by me/us for the following reason: 因以下原因,賣方開放期數內任何與本物業相若的住宅物業供本人/我們參觀,並非合理地切實可行: Reason原因:
		供本人/我們參觀。
4.		All furniture, accessories, chandeliers and feature lightings, planters and other chattels placed on the Property for display purposes (other than those fittings, finishes and appliances in the Property as stated in the Sales Brochure) will not be provided or delivered to me/us upon completion of the sale and purchase or handover of the Property.  所有展示於本物業內的傢俱、裝飾品、吊燈及特色燈飾、植物及其他物件(售樓說明書內列明本物業附設之裝置、裝修物料及設備除外),將不會於買賣成交或交樓時連同本物業交予本人/我們。
5.		he event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail. 文件之中英文文本有任何歧義,一切以英文文本為準。
S	igne	d by the Purchaser(s) 買方簽署

### Acknowledgement Letter Regarding Car Parking Space(s) 有關停車位之確認書

Vendor	Wisecity Developmen	nt Limited				
賣方	偉城發展有限公司					
Phase of Development 發展項目期數	Phase 1 (the " <b>Phase</b> ") of Central Peak Development (the " <b>Development</b> ") Central Peak 發展項目(「 <b>發展項目</b> 」)的第 1 期 (「 <b>期數</b> 」)					
Address 地址		No. 18 Stubbs Road, Mid-Levels East, Hong Kong 香港東半山司徒拔道 18 號				
Property	Residential property	Tower 座數	Floor 樓層	Manor 單位		
本物業	住宅物業					
		樓層 Floor				
	Car Parking Space	Car Parking Space N	ng Space No. 停車位號碼			
	停車位	地庫2層				
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			` .	on tender submission) 投標時不填上日期)		

The Purchaser hereby confirms and declares as follows:-

買方謹此確認及聲明如下:

1. Reference is made to the Preliminary Agreement for Sale and Purchase ("the Preliminary Agreement") of the Property made between the Vendor and the Purchaser.

本確認書有關於買方與賣方所訂本物業之臨時買賣合約(「臨時合約」)。

2. The Purchaser acknowledges that before his signing of the Preliminary Agreement, the Purchaser's attention has been drawn to and the Purchaser fully understands that the following restrictions under Special Condition Nos.(24)(a)(i), (24)(a)(iv), (24)(d)(ii) and (28) of Conditions of Sale No.20131 ("the Land Grant") of Inland Lot No.8963 ("the Lot") apply to the Car Parking Space(s) of the Property:-

買方確認於簽署臨時合約前買方曾被要求特別留意而買方亦已完全明白內地段第8963號(「**該地段**」)之賣地條件第20131號(「**批地文件**」)特別條款第(24)(a)(i)條、第(24)(a)(iv)條、第(24)(d)(ii)條及(28)條規定的以下限制適用於本物業的停車位:

(a) the parking spaces provided in the Lot and/or the Development pursuant to the said Special Condition(s) shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees and in particular and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

於該地段及/或該發展項目內按該特別條款提供之停車位,除供按《道路交通條例》、其下的任何附屬規例及任何修訂法例領有牌照及屬於該地段已建或擬建一座或多座建築物的住宅單位的住客及其真正客人、訪客或獲邀請人士之車輛停泊外,不可作任何其他用途,尤其是不得用作存放、陳列或展示車輛供出售或其他用途或提供車輛清潔及美容服務。

- (b) the Residential Parking Spaces (as defined in Special Condition No.(24)(a)(i) of the Land Grant) and the Residential Motor Cycle Parking Spaces (as defined in Special Condition No.(24)(d)(i)(I) of the Land Grant) shall not be:-
  - (1) assigned except:-
    - (i) together with a residential unit in the buildings erected on the Lot; or
    - (ii) to a person who is already the owner of a residential unit in the buildings erected on the Lot; or
  - (2) underlet except to residents of the residential units in the buildings erected on the Lot.

Provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential unit in the buildings erected on the Lot.

住宅車位(定義見批地文件特別條款第(24)(a)(i)條)及住宅電單車車位(定義見批地文件特別條款第(24)(d)(i)(I)條)不得:-

(1) 轉讓,除非:-

(i) 連同該地段上已建的建築物住宅單位;或

(ii) 轉讓予已經是該地段上已建的建築物住宅單位的業主;或

### TENDERER MUST COMPLETE THIS PAGE 投標者須填妥本頁

3. The Purchaser acknowledges and confirms that he/she/they/it has/have inspected and is/are aware of and fully accept the physical state and condition of the Property and that he/she/they/it understand(s) and accept(s) that notwithstanding anything contained in the Preliminary Agreement of the Property, there may exist underneath the Car Parking Space(s) of the Property pipings, drains, cables, wires and/or any other fixtures, fittings or installations not solely serving the Property and there may also exist drainage, channels and/or channel covers within the Car Parking Space(s) of the Property and that no requisition or objection or claim whatsoever shall be made by the Purchaser or be entertained by the Vendor in respect thereof. The Deed of Mutual Covenant and Management Agreement (the "Deed") in respect of the Development provides that the Manager shall have, inter alia, the power to:-

買方承認及確認,買方已視察及完全接受本物業之狀況,並明白及接受即使本物業之臨時合約有其他規定,本物業的停車位下面可能有並非僅供本物業使用之管道、排水管、電纜、電線及/或任何其他固定裝置、裝配或設備存在,亦可能有排水管道及/或管道蓋位於本物業的停車位範圍內,買方不得為此提出任何要求、反對或索償,賣方亦不會接納該等要求、反對或索償。發展項目之大廈公契及管理合約(「公契」)規定,管理公司除其他權力外,亦擁有以下權力:

(i) keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;

保持屬於公用地方與設施一部份的所有污水渠、排水渠、水道及水管暢通無淤塞;

(ii) enter with or without workmen at all reasonable times on prior written reasonable notice (except in the case of emergency) upon all and any parts of the Development including any Unit necessary for the purpose of replacing, repairing and maintaining any of the fresh or sea water mains and pipes serving any part of the Lot whether or not the same belong exclusively to any Unit provided that the Manager shall ensure that the least disturbance is caused and shall, at his own costs and expenses repair any damage so caused and shall be liable for his or his employees' or contractors' negligent, wilful or criminal acts;

在事前發出合理的書面通知(緊急情況除外)後,於所有合理時間獨自或聯同工人進入發展項目所有及任何部份,包括任何有需要的單位,以對服務本地段任何部分的任何食水或海水總水管及管道進行更換、修理及保養(不論有關食水或海水總水管及管道是否專屬任何單位)。惟經理人必須確保造成最少的滋擾及自費修理由此引致的任何損壞,並對經理人本身、其員工或承辦商的疏忽、蓄意或刑事行為負責;

(iii) enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into all parts of the Development including all parts of any Unit for the purposes of effecting necessary repair, replacement, maintenance and cleaning to any part or parts of the Development or the Common Areas and Facilities or for the exercise and carrying out of any of its powers under the provisions of this Deed or any relevant Sub-Deed of Mutual Covenant Provided That the Manager shall cause as little disturbance as possible and shall forthwith make good any damage caused thereby at its own costs and expense and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors or workmen in the course of exercising the aforesaid rights.

在事前發出合理的書面通知(緊急情況除外)後,於所有合理時間獨自或聯同工人、承建商及其他人士(不論是否攜同工具及設備)進入發展項目所有部份(包括任何單位的所有部分),以便修理、更換、保養及清潔發展項目或公用地方及設施任何部份,又或行使及執行公契或任何相關副公契條款賦予經理人的任何權力。惟經理人必須盡量避免造成滋擾及立即自費修復由此引致的任何損壞,並對經理人本身、其員工、承辦商或工人在行使上述權利時的疏忽、蓄意或刑事行為負責。

4. The Property is sold on "as is" basis. The Purchaser has been advised by the Vendor to conduct an on-site visit for a better understanding of the Property prior to the date of sale.

本物業乃以現狀出售。買方已獲賣方建議於出售日前親身到訪現場了解本物業。

5. This letter shall take effect and prevail over the terms of the Preliminary Agreement and/or the said formal Agreement for Sale and Purchase of the Property and shall not be superseded by any terms or conditions in the Preliminary Agreement or the said formal Agreement for Sale and Purchase to the contrary.

本書將凌駕於本物業臨時合約及/或該正式買賣合約之條款而生效,而且將不會被臨時合約或該正式買賣合約中任何相反條款或條件所取代。

6. The Chinese translation of this letter is for reference purpose only. In case of any disputes, the English version shall prevail. 本書中文譯本僅供參考,如與英文版本有異,概以英文版本為準。

Signed by the Purchaser(s) 買方簽署	

### Acknowledgement Letter Regarding Free Furniture Offer 關於送贈家具優惠的確認書

Vendor	Wisecity Development Limite	ed			
賣方	偉城發展有限公司				
Phase of Development	Phase 1 (the " <b>Phase</b> ") of Central Peak Development (the " <b>Development</b> ")				
發展項目期數	Central Peak 發展項目(「發展	<b>展項目」)</b> 的第1期(「 <b>期數</b> 」	)		
Address	No. 18 Stubbs Road, Mid-Lev	els East, Hong Kong			
地址	香港東半山司徒拔道 18 號				
Property	Tower 座數	Floor 樓層	Manor 單位		
本物業					
Purchaser(s)					
買方					
I.D. / Passport/ B.R. No.					
身份證/護照/商業登記證號碼					
Date		(uno	lated upon tender submission)		
日期			(投標時不填上日期)		

#### To 致: Wisecity Development Limited 偉城發展有限公司

狀況連同該物業交予買方。

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:

- 1. On completion, the Property will be provided with the furniture of the Property set out in the Schedule hereto (the "Furniture") free of charge at location(s) directed by the Vendor.

  在成交時,該物業將免費獲贈列於附表的該物業之賣方指定位置提供的家具(「**該家具**」)。
- 2. No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect regarding the 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 Property in such condition as at completion or (if the Purchaser has utilized the Early Move-in and Defer Completion Offer) the date when possession of the Property is delivered to the Purchaser (whichever is earlier) in such condition as at completion or delivery of possession (as the case may be) together with the Property.

  曹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。該家具將於該物業成交日以成交時或(如買方已使用第 6 段所述的提

前入住及延後交易優惠)該物業的管有權交予買方的日期(以較早者計)以成交時或交予管有權時(視乎情況而定)之

- 3. If any of the Furniture is out of stock, a Furniture of comparable quality will be provided. 如任何該家具的貨源短缺,賣方便會提供品質相若的家具。
- 4. The Purchaser has been 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家具;及(b)同意免除任何相關的質詢及反對,並同意不會要求賣 方就該家具的任何或所有部份提供業權或業權的證明。

In the ev	ent of any	conflict	or discrepa	ancy betwe	een the C	Chinese an	d English	versions	of this	document,	the English	version	shall
prevail. $\frac{1}{2}$	加本文件:	之中英文	文本有任何	可歧義,-	一切以英	文文本為	準。						

Signed by the Purchaser(s) 買方簽署

### SCHEDULE 附表

		ex I	Alpex III	Everex II			
Furniture 家具	3/3	樓	5/F 5 樓		5/F 5 樓		
	Manor A		Manor A	Manor A	Manor B		
Cabinet 組合櫃	V	V	V	-	-		
Curtain 窗簾	V	V	V	V	V		

<u>Annex 13</u> 附件 13 TENDERER MUST COMPLETE
THIS PAGE
(IF APPLICABLE)
投標者須填妥本頁
(如瀬用)

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

Vendor	Wisecity Development Limite	ed			
賣方	偉城發展有限公司				
Phase of Development	Phase 1 (the "Phase") of Cent	tral Peak Development (the " <b>D</b> o	evelopment")		
發展項目期數	Central Peak 發展項目(「發展	<b>展項目</b> 」)的第1期(「 <b>期數</b> 」	)		
Address	No. 18 Stubbs Road, Mid-Lev	vels East, Hong Kong			
地址	香港東半山司徒拔道 18 號				
Property	Tower 座數	Floor 樓層	Manor 單位		
本物業					
Purchaser(s)					
買方					
I.D. / Passport/ B.R. No.					
身份證/護照/商業登記證號碼					
Date		(und	lated upon tender submission)		
日期			(投標時不填上日期)		

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. A copy of the "Reminder to Prospective Purchasers" issued by the Sales of First-hand Residential Properties Authority is produced in Appendix I hereto.
  - 本確認信的附錄I載有一手住宅物業銷售監管局發出的「給準買家的提醒」。
- 2. The information document(s) on financing plan(s) offered by the Vendor's designated financing company as set out in the Tender Document of the Property ("the Information Document(s)") is/are produced in Appendix II hereto. The Vendor has reminded me/us to read the Information Document(s) if I/we intend to apply for any financing plan(s) offered by the Vendor's designated financing company as set out in the Tender Document of the Property.
  - 本確認信的附錄 II 載有本物業的招標文件內所列由賣方指定財務公司提供的財務計劃的資料文件(「資料文件」)。 賣方已提醒本人/吾等,如本人/吾等有意申請本物業的招標文件內所列由賣方指定財務公司提供的任何財務計劃, 本人/吾等應細閱資料文件。
- 3. The Vendor has reminded me/us to directly enquire with the Vendor's designated financing company if in doubt about the details of the terms and conditions of the financing plan(s), approval conditions and application procedures. 賣方已提醒本人/吾等,如對財務計劃的條款及條件、批核條件和申請手續有疑問,應直接向賣方指定財務公司查詢有關詳情。
- 4. I/we confirm that I/we have been allowed sufficient time to read the "Reminder to Prospective Purchasers" and (if applicable) the Information Document(s).
  - 本人/吾等確認本人/吾等獲給予足夠時間閱讀「給準買家的提醒」及(如適用)資料文件。
- 5. I/we understand that (a) all the terms and conditions of the financing plan(s) are subject to approval by the Vendor and/or the Vendor's designated financing company; and (b) the Vendor, its appointed estate agents and the Vendor's designated financing company will not provide any guarantee that I/we will be able to secure any mortgage, charge or loan or any desired terms to finance my/our purchase of the Property.
  - 本人/吾等明白(a)財務計劃的所有條款及細則均以賣方及/或賣方指定財務公司所批核者為準;及(b)賣方、其委任的 地產代理及賣方指定財務公司不會就本人/吾等能獲得任何按揭、押記或貸款或任何希望取得的條款用以資助本人/ 吾等購買本物業而作出任何保證。
- 6. The parties do not intend any term of this acknowledgement letter to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this acknowledgement letter shall be excluded from the application of the CRTPO.

TENDERER MUST COMPLETE THIS PAGE (IF APPLICABLE) 投標者須填妥本頁 (如適用)

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

	W. TETT 1983) 1340 137 T-1880 11 H 1363/13
7.	In the event of any conflict or discrepancy between the Chinese and English versions of this acknowledgement letter, the English version shall prevail. 如本確認信之中英文文本有任何歧義,一切以英文文本為準。
Si	igned by the Purchaser(s) 買方簽署

Note 備註:

Please use Block Letters. All fields in this notice must be completed. This form must be signed by ALL of the Purchasers if there are more than one Purchaser(s). If the Purchaser is a corporation, this form must be signed by its authorized signatory(s) with company chop.

請使用正楷。本表格的所有欄必須填寫。本表格須由所有買方簽署。如買方為公司,須由公司之授權人士簽署及蓋上公司印鑑。

### <u>Appendix I</u> 附錄I

### Reminder to Prospective Purchasers 給準買家的提醒

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

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

- (a) **Study carefully** the information of the financing plans (including terms and conditions, etc) as set out in **the Tender Document(s)** and other relevant document(s): 細閱有關招標文件和其他相關文件內列出的財務計劃資料(包括條款及條件等);
- (b) Always be **cautious about verbal undertaking**, for example, guaranteed or ease of approval of any mortgage, charge or loan, made by third party (such as an estate agent), whether the financing plan will be available at the time of completion of the transactions, etc. Verbal undertaking should be **put in writing** with endorsement from the company concerned to avoid dispute. **不要輕信**地產代理等第三方的口**頭承諾**,例如保證獲得或易於取得按揭、押記或貸款的批核,並注意在交易完成時是否仍有相關的財務計劃等。口頭承諾應**書寫下來**,並經有關公司加簽,以避免爭議;
- (c) Enquire with the vendor or Designated FC (as the case may be) direct about the details of the terms and conditions of the financing plan(s) (including any penalty on early redemption), approval conditions and application procedures, including whether there will be time limit within which the financing plan is available:

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

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

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

(e) **Remain cool-headed** and critically consider the followings: **保持冷靜**並審慎考慮以下事項:

最長還款期、利率及貸款上限;

- Be mindful of any requirement on minimum income level, provision of income proof and passing of stress test. Check the maximum loan repayment period, interest rate and loan limit under the first mortgage and second mortgage; 留意任何有關最低入息水平、提供收入證明及通過壓力測試的規定。查看一按和二按的
- Be mindful of risk of change of financial condition, approval criteria and other circumstances that may occur between the date of purchase and date of payment and may affect your ability to obtain loan under the financing plan;
  - 注意在購買日與付款日之間財務狀況、批核準則和其他情況可能有變的風險,因而影響

你根據財務計劃取得的貸款的能力;

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

## <u>Appendix II</u> <u>附錄II</u>

# The Information Document(s) 資料文件

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

### <u>Annex 13</u> 附件 13

**Appendix:** Standby First Mortgage Loan ("First Mortgage Loan")

附錄: 備用第一按揭貸款(『第一按揭貸款』)

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

• not applicable to the Purchaser who has utilized the Early Move-in and Defer Completion Offer as set out in the relevant Tender Document

不適用於已使用相關招標文件所述的提前入住及延後交易優惠的買方

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

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

- (I) The Purchaser makes a written application to the designated financing company for a First Mortgage Loan not less than 90 days before the date of completion of sale and purchase of the Property. Late loan applications will not be processed by the designated financing company. 買方於完成該物業之買賣交易日前最少90日以書面向指定財務機構申請第一按揭貸款。指定財務機構將不會處理逾期貸款申請。
- (II) The First Mortgage Loan shall be secured by a first legal mortgage over the Property. 第一按揭貸款以該物業之第一法定按揭作抵押。
- (III) The maximum tenor of First Mortgage Loan shall be 25 years. 第一按揭貸款年期最長為25年。
- (IV) The maximum amount of the First Mortgage Loan shall be 70% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. 第一按揭貸款的最高金額為淨樓價的70%,惟貸款金額不可超過應繳付之樓價餘額。
- (V) Interest rate for the first 36 months shall be: 首36個月之利率為:
  - (If the amount of the First Mortgage Loan does not exceed 60% of the Net Purchase Price) Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited ("Hong Kong Dollar Best Lending Rate") minus 2.85% p.a.; or (如第一按揭貸款的金額不超過淨樓價的60%)香港上海滙豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減2.85% p.a.; 或
  - (If the amount of the First Mortgage Loan exceeds 60% of the Net Purchase Price, but does not exceed 70% of the Net Purchase Price) Hong Kong Dollar Best Lending Rate minus 2.35% p.a., (如第一按揭貸款的金額超過淨樓價的60%,但不超過淨樓價的70%)港元最優惠利率減 2.35% p.a.,

thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.

其後之利率為港元最優惠利率加1% p.a.,利率浮動。最終利率以指定財務機構認可而定。

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

該物業只可供買方自住。

- (VII) The Purchaser shall repay the First Mortgage Loan by monthly instalments. 買方須以按月分期償還第一按揭貸款。
- (VIII) No prepayment penalty for full repayment or partial prepayment is levied, but 1 month's prior written notice to the designated financing company is required. Each partial prepayment shall be at least HK\$100,000.

全數或部分償還不徵收提前償還罰款,但須於一個月前以書面提前通知指定財務機構。每次部分償還必須不少於港幣\$100,000。

(IX) The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any), but no stress test is required. The Purchaser and his/her/its guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

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

- (X) The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income. 每月(所有種類)供款總額不可高於每月收入總額的50%。
- (XI) The First Mortgage Loan shall be approved by the designated financing company independently.
- (XII) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the First Mortgage
  - Loan. 買方須就申請第一按揭貸款支付港幣\$5,000不可退還的申請手續費。

第一按揭貸款申請須由指定財務機構獨立審批。

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

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

(XIV) In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.

指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果,對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。

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

company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement. 買方敬請向指定財務機構查詢有關第一按揭貸款用途及詳情。第一按揭貸款批出與否、批出貸款金額及其條款,指定財務機構有最終決定權。不論審批結果如何,買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。

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

第一按揭貸款受其他條款及細則約束。

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

賣方無給予或視之為已給予任何就第一按揭貸款之安排及批核的陳述或保證。

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

Appendix: Standby Second Mortgage Loan ("Second Mortgage Loan")

附錄: 備用第二按揭貸款(『第二按揭貸款』)

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

只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人

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

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

- (I) The Purchaser makes a written application to the designated financing company for a Second Mortgage Loan not less than 90 days before the date of completion of sale and purchase of the Property. Late loan applications will not be processed by the designated financing company. 買方必須於完成該物業之買賣交易日前最少90日以書面向指定財務機構申請第二按揭貸款。指定財務機構將不會處理逾期貸款申請。
- (II) The Second Mortgage Loan shall be secured by a legal mortgage over the Property. 第二按揭貸款以該物業之法定按揭作抵押。
- (III) The maximum tenor of Second Mortgage Loan shall be 25 years or the tenor of first mortgage loan (offered by the first mortgagee bank), whichever is shorter. 第二按揭貸款年期最長為25年,或第一按揭貸款(由第一按揭銀行提供)之年期,以較短者為準。
- (IV) The maximum amount of the Second Mortgage Loan shall be 30% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall not exceed 70% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. 第二按揭貸款的最高金額為淨樓價的30%,惟第一按揭貸款(由第一按揭銀行提供)及第二按揭貸款總金額不可超過淨樓價的70%,或應繳付之樓價餘額,以較低者為準。
- (V) Interest rate for the first 36 months shall be: 首36個月之利率為:
  - (If the amount of the Second Mortgage Loan does not exceed 20% of the Net Purchase Price) Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited ("Hong Kong Dollar Best Lending Rate") minus 2.85% p.a.; or (如第二按揭貸款的金額不超過淨樓價的20%)香港上海滙豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減2.85% p.a.; 或
  - (If the amount of the Second Mortgage Loan exceeds 20% of the Net Purchase Price, but does not exceed 30% of the Net Purchase Price) Hong Kong Dollar Best Lending Rate minus 2.35% p.a., (如第二按揭貸款的金額超過淨樓價的20%,但不超過淨樓價的30%)港元最優惠利率減 2.35% p.a.,

thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company. 其後之利率為港元最優惠利率加1% p.a.,利率浮動。最終利率以指定財務機構認可而定。

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

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

買方須以按月分期償還第二按揭貸款。

(VIII) No prepayment penalty for full repayment or partial prepayment is levied, but 1 month's prior written notice to the designated financing company is required. Each partial prepayment shall be at least HK\$100,000.

全數或部分償還不徵收提前償還罰款,但須於一個月前以書面提前通知指定財務機構。每次部分償還必須不少於港幣\$100,000。

(IX) The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any), but no stress test is required. For the avoidance of doubt, the first mortgagee bank shall conduct a stress test in accordance with the guidance of the Hong Kong Monetary Authority (if applicable). The Purchaser and his/her/its guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

買方及其擔保人(如有)須提供足夠文件證明其還款能力,包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估,但無須壓力測試。為免疑問,第一按揭銀行須按照香港金融管理局指引(如適用)進行壓力測試。買方及其擔保人(如有)必須提供指定財務機構所要求的資料及文件,否則貸款申請將不會獲處理。

(X) The total amount of (all kinds of) monthly instalment shall be not higher than 50% of the total amount of monthly income.

每月(所有種類)供款總額不可高於每月收入總額的50%。

(XI) The first mortgagee bank shall be nominated and referred by the designated financing company and the Purchaser shall obtain prior consent from the first mortgagee bank to apply for the Second Mortgage Loan.

第一按揭銀行須為指定財務機構所指定及轉介之銀行,買方並且須首先得到該銀行同意辦理第二按揭貸款。

(XII) The first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall be approved by the relevant mortgagees independently.

第一按揭貸款(由第一按揭銀行提供)及第二按揭貸款須由有關承按機構獨立審批。

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

(XIV) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Second Mortgage Loan.

買方須就申請第二按揭貸款支付港幣\$5,000不可退還的申請手續費。

(XV) In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.

指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果,對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。

(XVI) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Second Mortgage Loan. The approval, disapproval or the approved loan amount of the Second Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement (including all revised Agreement and supplemental agreement(s)).

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

(XVII) The Second Mortgage Loan is subject to other terms and conditions.

第二按揭貸款受其他條款及細則約束。

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

賣方無給予或視之為已給予任何就第二按揭貸款之安排及批核的陳述或保證。

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

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

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

Appendix: King's Key 附錄: King's Key

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

• not applicable to the Purchaser who has utilized the Early Move-in and Defer Completion Offer as set out in the relevant Tender Document

不適用於已使用相關招標文件所述的提前入住及延後交易優惠的買方

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

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

- (I) The Purchaser makes a written application to the designated financing company for the Payment Financing not less than 90 days before the date of completion of sale and purchase of the Property. Late loan applications will not be processed by the designated financing company. 買方於完成該物業之買賣交易日前最少90日以書面向指定財務機構申請樓價貸款。指定財務機構將不會處理逾期貸款申請。
- (II) The Payment Financing shall be secured by a first legal mortgage over the Property and a first legal mortgage over Hong Kong residential property(ies) ("Existing Property"). The following are the basic requirements of the Existing Property: 樓價貸款必須以該物業之第一法定按揭及香港住宅物業(『現有物業』)之第一法定按揭作為抵押。以下為現有物業的基本要求:
  - The registered owner of the Existing Property (or any one of the registered owners) must be the Purchaser (or any one of the Purchasers) or a close relative (i.e. spouse, parents (or spouse's parents), children, brothers, sisters, grandparents or grandchildren) of the Purchaser or a close relative of any one of the Purchasers; and 現有物業的業主(或其中一位業主)必須為買方(或買方其中一位)或買方的近親(即配偶、父母(或配偶的父母)、子女、兄弟、姊妹、祖父母、外祖父母、孫、孫女、外孫或外孫女)或買方其中一位的近親;及
  - The title to the Existing Property is good; and 現有物業的業權良好;及
  - The Existing Property is not leased out; and 現有物業沒有出租;及
  - The Existing Property is not subject to any mortgage or incumbrance; and 現有物業沒有按揭或產權負擔;及
  - The Existing Property is not a village-type house, residential property in a single block with an Occupation Permit issued before 1980, property which is subject to alienation restrictions and non-estate-type property situated on the outlying islands, etc.; and 現有物業不屬於村屋、1980年前發出入伙紙的單幢式住宅物業、有轉讓限制的物業或非屋苑式的離島物業等;及
  - The Valuation of the Existing Property is 70% of the Purchase Price or above 現有物業的估算價值為樓價的70%或以上.

Notwithstanding meeting the above requirements, the designated financing company reserves the right not to accept the Existing Property as security.

儘管符合上述要求,指定財務機構保留權利不接受現有物業作為抵押品。

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

(IV) The Payment Financing shall be fully drawn in one lump sum and shall only be applied for payment of the balance of the Purchase Price.

樓價貸款必須一次過全部提取,並只可用於繳付樓價餘額。

(V) The maximum amount of the Payment Financing shall be 90% of the Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable.

樓價貸款的最高金額為樓價的90%,惟貸款金額不可超過應繳付之樓價餘額。

因應不同支付條款,如買方意欲申請最高貸款金額,可能須提前支付樓價餘額。

Depending on the different terms of payment, the Purchaser intending to apply for the maximum loan amount may have to early settle the balance of Purchase Price.

(VI) The Purchaser is required to provide necessary documents upon request from the designated financing company, including without limitation, credit report, repayment record and/or banking record. The designated financing company will conduct credit check and assessment on the Purchaser and his/her guarantor (if any), but no stress test is required. The Purchaser shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

買方須提供指定財務機構所需文件,包括但不限於在指定財務機構要求下提供信貸報告、還款 紀錄及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估,但無須壓 力測試。買方必須提供指定財務機構所要求的資料及文件,否則貸款申請將不會獲處理。

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

賈方須提供足夠文件證明其還款能力(包括每月供款及到期還款)。

- (VIII) The Payment Financing shall be approved by the designated financing company independently. 樓價貸款申請須由指定財務機構獨立審批。
- (IX) The maximum tenor of the Payment Financing shall be 3 years. 樓價貸款的年期最長為3年。
- (X) No prepayment penalty for full repayment or partial prepayment is levied, but 1 month's prior written notice to the designated financing company is required. Each partial prepayment shall be at least HK\$100,000.

全數或部分償還不徵收提前償還罰款,但須於一個月前以書面提前通知指定財務機構。每次部分償還必須不少於港幣\$100,000。

(XI) Interest rate shall be 2.38% p.a.. The final interest rate will be subject to approval by the designated financing company.

利率為2.38% p.a.。最終利率以指定財務機構審批結果而定。

- (XII) The Purchaser shall repay the Payment Financing in the following manner: 買方須以以下方式償還樓價貸款:
  - (i) monthly instalment amount equivalent to 0.35% of the Purchase Price shall be applied for payment of interest firstly, and the balance thereof (if any) shall be applied for repayment of the principal of the Payment Financing; and

每月供款相當於樓價0.35%, 先用於支付利息, 餘款(如有)用於償還樓價貸款的本金; 及

- (ii) fully repay the balance of the principal of the Payment Financing and interest on the maturity date. 於到期日,全數償還樓價貸款的本金餘款及利息。
- (XIII) The Purchaser may apply to the designated financing company for the Extended Loan as set out in the relevant Tender Document for repayment of part of the principal of the Payment Financing upon the maturity date of the Payment Financing. The maximum amount of the Extended Loan shall be the balance of the principal of the Payment Financing repayable on maturity date of the Payment Financing less 10% of the Purchase Price. The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her guarantor (if any). Please see relevant Tender Document for details.

買方可向指定財務機構申請相關招標文件所述的延續貸款,於樓價貸款到期日用以償還部份的樓價貸款的本金。延續貸款的最高金額為樓價貸款的到期日須償還的樓價貸款的本金餘款減去樓價的10%。指定財務機構會因應買方及其擔保人(如有)的信貸評估結果,對貸款金額作出調整。詳情請參閱相關招標文件。

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

所有樓價貸款的法律文件須由賣方代表律師辦理,並由買方負責有關律師費用及代墊付費用。

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

(XV) The Purchaser shall pay HK\$10,000 being the non-refundable application fee for the Payment Financing.

買方須就申請樓價貸款支付港幣\$10,000不可退還的申請手續費。

(XVI) In accordance with the result of credit check and assessment of the Purchaser and his/her guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.

指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果,對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。

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

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

(XVIII)This loan is subject to other terms and conditions.

此貸款受其他條款及細則約束。

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

賣方均無給予或視之為已給予任何就樓價貸款之批核的陳述或保證。

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

**Appendix: Extended Loan** 

附錄: 延續貸款

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

(I) The Purchaser makes a written application to the designated financing company for the Extended Loan ("Extended Loan") not less than 90 days before the maturity date of the relevant loan (refer to the King's Key as set out in the relevant Tender Document). Late loan applications will not be processed by the designated financing company.

買方於有關貸款(指相關招標文件所述之 King's Key)的到期日前最少 90 日以書面方式向指定財務機構申請延續貸款(『延續貸款』)。指定財務機構將不會處理逾期貸款申請。

- (II) The maximum amount of the Extended Loan shall be as mentioned in the relevant Tender Document. 延續貸款的最高金額請參閱相關招標文件。
- (III) The Extended Loan shall be secured by the legal mortgage(s) as per the requirement at the time of application for the relevant loan.

  延續貸款必須以有關貸款申請時所要求的法定按揭作為抵押。
- (IV) The Property shall only be self-occupied by the Purchaser. 該物業只可供買方自住。
- (V) The Purchaser and his/her guarantor (if any) shall provide sufficient documents to prove his/her repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her guarantor (if any), but no stress test is required. The Purchaser and his/her guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

  [[]方及其擔保人(如有)須提供足夠文件證明其還款能力,包括但不限於在指定財務機構要求下

提供信貸報告、最近2年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估,但無須壓力測試。買方及其擔保人(如有)必須提供指定財務機構所要求的資料及文件,否則貸款申請將不會獲處理。

(VI) The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income.

每月(所有種類)供款總額不可高於每月收入總額的50%。

- (VII) The Extended Loan shall be approved by the designated financing company independently. 延續貸款申請須由指定財務機構獨立審批。
- (VIII) The Extended Loan shall be fully drawn in one lump sum and shall only be applied for repayment of the balance of the relevant loan.

延續貸款必須一次過全部提取,並只可用於償還有關貸款餘款。

- (IX) The maximum tenor of the Extended Loan shall be 20 years. 延續貸款年期最長為20年。
- (X) Interest rate shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.

利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率加1% p.a.,利率浮動。最終利率以指定財務機構審批結果而定。

- (XI) The Purchaser shall repay the Extended Loan by monthly instalments. 買方須以按月分期償還延續貸款。
- (XII) No prepayment penalty for full repayment or partial prepayment is levied, but 1 month's prior written notice to the designated financing company is required. Each partial prepayment shall be at least HK\$100,000.

全數或部分償還不徵收提前償還罰款,但須於一個月前以書面提前通知指定財務機構。每次部分償還必須不少於港幣\$100,000。

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

  所有延續貸款的法律文件須由賣方代表律師辦理,並由買方負責有關律師費用及代墊付費用。
  買方可選擇另行自聘律師作為買方代表律師,在此情況下,買方亦須負責其代表律師有關延續
- (XIV) The Purchaser shall pay HK\$10,000 being the non-refundable application fee for the Extended Loan. 買方須就申請延續貸款支付港幣\$10,000不可退還的申請手續費。
- (XV) In accordance with the result of credit check and assessment of the Purchaser and his/her guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.
  指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果,對有關付款計劃所述的貸
- (XVI) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Extended Loan. The approval, disapproval or the approved loan amount of the Extended Loan and the terms thereof are subject to the final decision of the designated financing company. 買方敬請向指定財務機構查詢有關延續貸款用途及詳情。延續貸款批出與否、批出貸款金額及其條款,指定財務機構有最終決定權。
- (XVII) The Extended Loan is subject to other terms and conditions. 延續貸款受其他條款及細則約束。

貸款的律師費用及代墊付費用。

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

賣方無給予或視之為已給予任何就延續貸款之安排及批核的陳述或保證。

款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。