

Tender No.: 招標號碼:	CH2A(T1)
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TENDER DOCUMENT
招標文件

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

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

Phase 2A of Cullinan Harbour Development
天璽•海發展項目的第 2A 期

as set out in any one or more of the Information on Sales Arrangements for sale by tender
issued by the Vendor for Phase 2A of Cullinan Harbour Development
from time to time (as the same may be revised by the Vendor from time to time) set out herein (unless the
property(ies) is(are) previously withdrawn or sold)
於任何一份或多份賣方不時發出的天璽•海發展項目的第 2A 期以招標方式出售的
銷售安排資料（及賣方不時對其作出修改的銷售安排資料）內列出的物業
（已被撤回或出售的物業則除外）

Tenders must be submitted during the Tender Period (as defined in the Tender Notice) to the tender box labelled “**Public Tender for Phase 2A of Cullinan Harbour Development**” placed at the Sales Office (as defined in the Tender Notice) in a plain envelope and clearly marked “**Phase 2A of Cullinan Harbour Development**”.
在招標期間（定義見招標公告），投標書須放入普通信封內，信封面上清楚註明「**天璽•海發展項目的第 2A 期**」，放入位於售樓處（定義見招標公告）擺放的標示為「**天璽•海發展項目的第 2A 期公開招標**」的投標箱內。

Vendor:
賣方：

Well Capital (H.K.) Limited
華榮（香港）有限公司
c/o **Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited**
（由**新鴻基地產（銷售及租賃）代理有限公司**轉交）
45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong
香港港灣道 30 號新鴻基中心 45 樓
Enquiry Hotline: 3119 0008
查詢熱線：3119 0008

Vendor's solicitors:
賣方律師：

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

Johnson Stokes & Master
孖士打律師行
16th–18th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong
香港中環遮打道 10 號太子大廈 16 樓至 18 樓

Sit, Fung, Kwong & Shum
薛馮鄺岑律師行
25A United Centre, 95 Queensway, Admiralty, Hong Kong
香港金鐘金鐘道 95 號統一中心 25A

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PART 1: TENDER NOTICE

第 1 部份：招標公告

1. Definitions 定義

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

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

“Acceptance Period” 「承約期間」	means, in respect of each Property for Tender, the period between the Tender Commencement Date and Time and the date which is the 90th working day after the Tender Closing Date and Time (both dates inclusive); 指就每一個該招標物業而言，由招標開始日期及時間至招標截止日期及時間後的第 90 個工作日（包括首尾兩日）；
“Agreement” 「正式合約」	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 3 of the Conditions of Sale; 指賣方與買方根據出售條款第 3 條擬簽訂的本物業的正式買賣合約；
“Conditions of Sale” 「出售條款」	means the Conditions of Sale set out in Part 2 of this Tender Document; 指本招標文件第 2 部份的出售條款；
“Development” 「發展項目」	means Cullinan Harbour Development; 指天璽•海發展項目；
“extreme conditions announcement” 「極端情況公布」	means an announcement made by the Chief Secretary for Administration stating the existence of extreme conditions arising from a super typhoon or other natural disaster of a substantial scale during the period (including any extended period) specified in the announcement; 指政務司司長作出的公布，以述明由超強颱風或其他大規模天災引起的極端情況，在該公布所指明的期間(包括延展期間)存在；
“Letter of Acceptance” 「接納書」	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice; 指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知；
“Offer Form” 「要約表格」	means the Offer Form set out in Part 3 of this Tender Document; 指本招標文件第 3 部份的要約表格；
“Phase” 「期數」	means Phase 2A of Cullinan Harbour Development; 指天璽•海發展項目的第 2A 期；
“this Preliminary Agreement” 「本臨時合約」	means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the

	<p>Tender Document; 指買方根據招標文件遞交投標書，以及賣方根據招標文件的接納書而訂立的合約；</p>
<p>“Property” 「該物業」</p>	<p>means, if and when the offer made in the Offer Form is accepted by the Vendor, the Tendered Property specified in the Offer Form; 指如果及一旦要約表格所載的要約獲得賣方接納時，要約表格中指定的該投標物業；</p>
<p>“Property for Tender” 「該招標物業」</p>	<p>means all or any of the properties offered for sale by tender as set out in the Sales Arrangements; 指銷售安排內列出的以招標形式出售的所有或任何物業；</p>
<p>“Purchase Price” 「樓價」</p>	<p>means, if and when the offer made in the Offer Form is accepted by the Vendor, the Tender Price specified in the Offer Form; 指如果及一旦要約表格所載的要約獲得賣方接納時，要約表格中指定的投標價；</p>
<p>“Purchaser” 「買方」</p>	<p>means the successful Tenderer whose tender in respect of the Tendered Property is accepted by the Vendor; 指中標者，其對該投標物業的投標書獲得賣方接納；</p>
<p>“Sales Arrangements” 「銷售安排」</p>	<p>means any one or more of the Information on Sales Arrangements for sale by tender issued by the Vendor for the Phase from time to time (as the same may be revised by the Vendor from time to time); 指任何一份或多份賣方就期數不時發出的以招標方式出售的銷售安排資料（及賣方不時對其作出修改的銷售安排資料）；</p>
<p>“Sales Office” 「售樓處」</p>	<p>means, in respect of each Property for Tender, the place where the sale will take place as set out in the Sales Arrangements; 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出售地點；</p>
<p>“Tender Closing Date and Time” 「招標截止日期及時間」</p>	<p>means, in respect of each Property for Tender, the tender closing date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements; 就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標截止日期及時間；</p>
<p>“Tender Commencement Date and Time” 「招標開始日期及時間」</p>	<p>means, in respect of each Property for Tender, the tender commencement date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements; 就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標開始日期及時間；</p>
<p>“Tender Document” 「招標文件」</p>	<p>means this Tender Document comprising: 指本招標文件，由以下部份組成：</p> <ul style="list-style-type: none"> (i) the Tender Notice; 招標公告； (ii) the Conditions of Sale; 出售條款； (iii) the Offer Form(s); and

- (iv) 要約表格；及
the Annex to the Offer Form(s);
要約表格附件；

“Tender Notice”
「招標公告」

means the Tender Notice set out in Part 1 of this Tender Document;
指本招標文件第 1 部份的招標公告；

“Tender Period”
「招標期間」

means, in respect of each Property for Tender, the period between the Tender Commencement Date and Time and Tender Closing Date and Time;
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；

“Tender Price”
「投標價」

means the price tendered for the Tendered Property as specified in the Schedule to the Offer Form;
指要約表格的附中訂明投購該投標物業的價格；

“Tendered Property”
「該投標物業」

means the property(ies) as specified in the Schedule to the Offer Form;
指要約表格的附中訂明的物業；

“Tenderer”
「投標者」

means the person who is specified in the Offer Form as the tenderer;
指要約表格中訂明為投標者的人士；

“Vendor”
「賣方」

means Well Capital (H.K.) Limited; and
指華榮（香港）有限公司；及

“Vendor’s solicitors”
「賣方律師」

means any one of the following firms to be designated by the Vendor at its sole and absolute discretion:
指賣方單獨絕對酌情決定下指定的以下任何一家律師行：

- Woo Kwan Lee & Lo
胡關李羅律師行
- Johnson Stokes & Master
孖士打律師行
- Sit, Fung, Kwong & Shum
薛馮鄭岑律師行

2. Procedures of Tender
招標程序

- 2.1 The Vendor invites tenders for the purchase of the Property for Tender on the terms and conditions contained in this Tender Document.
賣方現按照載於招標文件的條款及細則招標承投購該招標物業。
- 2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.3 The Vendor reserves the right to, at any time before the Tender Closing Date and Time, accept any tender submitted.
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 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Property for Tender from sale or to sell or dispose of all or any of the Property for Tender or any part thereof to any person by any method (including without limitation private treaty, tender and auction).
賣方保留權利在接受任何投標書之前的任何時間撤回全部或任何該招標物業不予出售，或將該招標物業或其任何部份以任何方法（包括但不限於私人協約、投標及拍賣）售予任何人。
- 2.5 The Vendor reserves the right to adjust the Tender Closing Date and Time of the tender of any of the Property for Tender. Any adjustment of the Tender Closing Date and Time will be posted at the Sales Office. The Vendor is not obliged to separately notify the Tenderers of such adjustment.
賣方保留權利更改任何該招標物業的招標截止日期及時間。任何更改招標截止日期及時間的通知會張貼於售樓處。賣方無須就該等更改另行通知投標者。
- 2.6 Tenderers should note the Vendor's solicitors do not act for any Tenderer in the process of this tender.
投標者須注意賣方律師在本招標過程中不代表任何投標者。
- 2.7 (If applicable) If the Tenderer has indicated on the Schedule to the Offer Form to purchase more than one (1) Property for Tender :- (a) he/she/it must fill in one lump sum Tender Price for all such Tendered Property in the Schedule to the Offer Form; and (b) this Tender Document is deemed to be submitted on the basis that the Vendor will accept the tender for the purchase of ALL such Tendered Property together and the Purchaser will be required to sign only one (1) Agreement covering all such Tendered Property.
(如適用) 如果投標者在要約表格的附表中已表示購買多於一個該招標物業：(a) 他／她／它必須在要約表格的附表中填寫全部該投標物業的一筆過投標價的總金額；及 (b) 本招標文件是以賣方將會接納一併購買全部該投標物業的標書，以及買方只須簽署一份包含全部該投標物業的正式合約的基礎而遞交。
- 2.8 A tender must be:-
投標書必須：
- (a) made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) duly completed and signed. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form;**
採用本招標文件之格式，並填妥及簽署要約表格（即本招標文件的第3部分）。**請填妥及簽署要約表格的英文文本或要約表格的中文文本；**
- (b) accompanied with the following documents:-
連同以下文件：
- (i) Cashier order(s) and/or cheque(s)
銀行本票及／或支票

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 aggregate amount of 5% of the Tender Price and made payable to “WOO KWAN LEE & LO”, provided that the following minimum amount shall be paid by cashier order(s):
就每一個該投標物業，由根據《銀行業條例》第16條獲妥為發牌的銀行所簽發的一張或多張銀行本票及／或支票，總金額為投標價的5%，抬頭寫「胡關李羅律師行」，惟當中須以銀行本票支付的最低金額為：

Amount of 5% of Tender Price 投標價 5% 的金額	Minimum amount to be paid by cashier order(s) 以銀行本票支付的最低金額
HK\$3,500,000 or above 港幣\$3,500,000 元或以上	HK\$2,000,000 港幣\$2,000,000 元
Less than HK\$3,500,000 少於港幣\$3,500,000 元	HK\$1,000,000 港幣\$1,000,000 元

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

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

如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。

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

如投標者為公司，投標者的公司註冊證明書、商業登記證（如有）、最近期的董事登記冊、最近期的周年申報表（如有）及最近期的股東登記冊的複印本。

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

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

投標者委託的地產經紀的牌照複印本。

(iv) Documentary proof of relationship between Tenderer and Related Tenderer (if applicable)

投標者與關聯投標者關係的證明文件（如適用）

If the Tenderer's Related Tenderer (as defined in the Schedule to the Offer Form) has submitted Related Tender(s) (as defined in the Schedule to the Offer Form), copies of documentary proof (e.g. ID card, birth certificate, marriage certificate, register of shareholders etc.) of the relationship between the Tenderer and the Related Tenderer.

如投標者的關聯投標者（定義見要約表格的附表）已遞交相關投標書（定義見要約表格的附表），投標者與關聯投標者關係的證明文件（例如：身份證、出世紙、結婚證書、股東登記冊等）副本。

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

- (1) 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 Furniture, Ceiling Height and Fire Safety Provisions (with plan)
關於傢俱、天花高度及消防安全設施的確認書（連圖則）
- (4) Acknowledgement Letter Regarding Stamp Duty
關於印花稅的確認書
- (5) Acknowledgement Letter Regarding Miscellaneous Matters
關於其他事項的確認書
- (6) Acknowledgement Letter Regarding Noise Mitigation Measures
關於噪音緩解措施的確認信
- (7) Personal Information Collection Statement
個人資料收集聲明
- (8) SHKP Club Application Form
新地會申請表格
- (9) (If applicable) Letter Regarding Stamp Duty Express, Guarantee and Indemnity by Shareholder(s) of Purchaser and Guarantee and Indemnity by Director(s) of Purchaser
（如適用）關於印花稅直送的信件、買方股東之擔保及彌償及買方董事之擔保及彌償

(10) Acknowledgement Letter Regarding Financing Plans
關於財務計劃的確認信

- (vi) Documents to be obtained from the Sales Office, duly signed and completed by the Tenderer
由投標者填妥並簽署的於售樓處領取的文件

Not applicable
不適用

Please do NOT date any of the documents mentioned in sub-paragraphs (v) & (vi).
請不要於第(v)及(vi)分段所述的任何文件內填上日期。

- (c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope “**Phase 2A of Cullinan Harbour Development**”; and
放入普通信封內，信封面上書明賣方收啓，並清楚註明「天璽•海發展項目的第2A期」；及
- (d) placed in the Tender Box labelled “**Public Tender For Phase 2A of Cullinan Harbour Development**” placed at the Sales Office during the Tender Period.
於招標期間放入位於售樓處擺放的標示為「天璽•海發展項目的第2A期公開招標」的投標箱內。
- 2.9 The tender will proceed irrespective of whether any Tropical Cyclone Warning Signal or any Rainstorm Warning Signal is in effect or any extreme conditions announcement is made at any time during the Tender Period.
即使於招標期間內任何時間有任何熱帶氣旋警告信號或任何暴雨警告信號生效或極端情況公布，招標仍會繼續進行。
- 2.10 All cashier order(s) and/or cheque(s) forwarded by the Tenderer will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier order(s) and/or cheque(s) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other cashier orders and/or cheque(s) will be returned by personal delivery or by post, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the address stated in their tenders.
在賣方對收到的投標書作出決定前，所有銀行本票及／或支票均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票及／或支票將視作臨時訂金，以支付樓價的部份款項。所有其他銀行本票及／或支票將於承約期間屆滿後起計 14 天內，按投標書所載地址以專人送達、或通過郵遞方式退還予落選投標者。
- (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal.
投標者須親身簽署要約表格及其他文件（如投標者為公司，須由其董事簽署），並視作為主事人。
- (b) If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.
投標者如為公司，須於要約表格中清楚註明（除其他資料外）其聯絡人姓名、電話及傳真號碼。
- (c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of Letter of Acceptance and return of cashier order(s) and/or cheque(s).
要約表格中指定的香港通訊地址將會是收取接納書及退回銀行本票及／或支票的地址。
- 2.11 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this

Tender Document, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.

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

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

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

3. Acceptance of Tender 接受投標

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Tendered Property.
投標書如獲接納，中標者即成為該投標物業之買方。

- 3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the “**Letter of Acceptance**”) personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.
買方會在承約期間屆滿時或之前獲書面通知（「**接納書**」）其投標書已被接納，接納書會按要約表格指明的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。接納書在投郵後的第 2 個工作日視為已經正式收到。

- 3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor’s solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for inspection during the Tender Period at the Sales Office. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments. (If applicable) Where the Property comprises more than one (1) property, (a) the Purchaser will sign only one (1) Agreement covering all of the Property; and (b) the Vendor will not and is not obliged to apportion the Purchase Price for each of the Property.

在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式的正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於招標期間在售樓處審閱。為免疑問，買方被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。(如適用)如該物業由多於一個物業組成，(a) 買方只須簽署一份包含全部該物業的正式合約，及(b) 賣方不會及無責任為每一個該物業的樓價進行分攤。

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

如買方有意以其授權人代表其簽署正式合約：

- (i) the Vendor’s solicitors will not act for the Purchaser in the sale and purchase of the Property and the Purchaser shall instruct his/her own solicitors to act for him/her; and 賣方律師將不會於買賣該物業事宜中代表買方，買方須另聘律師作為其代表；及
- (ii) the relevant power of attorney is required to be approved by the Vendor.
相關授權書須由賣方事先批准。

- (b) All loan applications made to the Vendor’s designated financing company, loan documents and ancillary documents (collectively the “**Loan Documents**”) shall be signed by the Purchaser personally. No attorney can be accepted for the purpose of signing the Loan Documents.
所有向賣方之指定財務機構作出的貸款申請、貸款文件及附帶文件（統稱「**貸款文件**」）須由買方親身簽署。以授權人簽署貸款文件不會被接受。

4. Miscellaneous
其他事項

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property for Tender and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property for Tender. All enquiries should be directed to the Vendor's agent, Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited, of 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Enquiry Hotline: 3119 0008).
投標者宜注意，賣方只會回答關於該招標物業的一般問題，而不會就本招標文件或關於該招標物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方的代理人新鴻基地產（銷售及租賃）代理有限公司，地址為香港灣道 30 號新鴻基中心 45 樓（查詢熱線: 3119 0008）。
- 4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor's agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.
賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作為或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不（而且也不視作）闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。
- 4.3 The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Document. Tenders submitted which contain alterations and/or additions of any kind to, the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.
賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件任何種類的改動及／或增加，該投標書將被視為不符合規定的投標書。
- 4.4 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.
如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

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

PART 2: CONDITIONS OF SALE

第 2 部分：出售條款

1. (a) In these Conditions of Sale, terms defined in the Tender Notice shall have the same meaning when used herein.
招標公告定義的詞語在本出售條款中具有相同含義。
(b) The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the Purchase Price and on the terms and conditions contained in this Preliminary Agreement.
招標文件連同接納書構成賣方與買方就買賣該物業的有約束力的協議。賣方須以樓價並按本臨時合約所載條款及條件出售該物業，而買方須以樓價並按本臨時合約所載條款及條件購買該物業。
2. The sale and purchase shall be completed at the office of the Vendor's Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) in accordance with the terms of the Agreement.
買賣須根據正式合約的條款於辦公時間（即指由上午 10 時起至同日下午 4 時 30 分為止期間）內，在賣方律師的辦事處完成。
3. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-
按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：
 - (a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance; and
由買方於接納書的日期之後的第 5 個工作日或之前簽立；及
 - (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.
由賣方於接納書的日期之後的第 8 個工作日或之前簽立。
4. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的從價印花稅（如有的話），由買方承擔。
5. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的額外印花稅（如有的話），由買方承擔。
6. The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.
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。
7. All further deposit, part payment of the Purchase Price, further part payment(s) of the Purchase Price and the balance of Purchase Price shall be paid by the Purchaser by way of cashier order(s) drawn in favour of the Vendor's solicitors.
上述加付訂金、部份樓價、加付部份樓價及樓價餘額需以抬頭寫上賣方律師之銀行本票支付。
8. The Purchaser shall attend the office of the Vendor's solicitors together with the Tender Document and the Letter of Acceptance within five (5) working days after the date of the Letter of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor's solicitors without amendment; (ii) to pay the sum abovementioned as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement as set out in clause 20. The Agreement shall be in such form prepared by the Vendor's Solicitors and shall not be varied by the Purchaser.
買方須於接納書的日期之後的 5 個工作日內攜帶招標文件及接納書到賣方律師的辦事處辦理下列手續（按：必須嚴守所訂日期。）：(i)簽署賣方代表律師所訂定之標準正式合約；(ii)在簽署正式合約之同時交付本臨時合約上列明應付之款項；及(iii)同時交付第 20 條所載就正式合約應付之所有印花稅。正式合約的文本須為賣方律師所擬者，買方不得更改。

9. If the Purchaser fails to execute the Agreement within 5 working days after the date of the Letter of Acceptance:-
如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：
- (a) this Preliminary Agreement is terminated;
本臨時合約即告終止；
 - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
買方支付的臨時訂金，即被沒收歸於賣方；及
 - (c) the Vendor does not have any further claim against the Purchaser for the failure.
賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
10. The Purchaser will have to agree with the Vendor in the Agreement to the effect that-
在正式合約當中，買方須與賣方協議如下—
- (a) the Vendor is entitled to keep the preliminary deposit paid by the Purchaser if the Agreement is later cancelled in any way whatever, and
如正式合約於日後以任何形式被取消，賣方有權保留臨時訂金；及
 - (b) other than entering into a mortgage or charge, the Purchaser shall not nominate any person to take up the Assignment of the Property, sub-sell the Property or transfer the benefit of the Agreement of the Property in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
除訂立按揭或押記外，買方不得於本買賣成交及簽立轉讓契之前提名任何人接受本物業之轉讓契，亦不得轉售本物業或以任何形式轉移正式合約之權益或訂立以以上為目的之任何協議。
11. The measurements of the Property are as follows—see “Measurements of the Tendered Property” of the Tender Document.
該物業的量度尺寸如下—見招標文件的《投標物業的量度尺寸》。
12. The sale and purchase of the Property includes the fittings, finishes and appliances as follows—see Schedule to the Conditions of Sale.
該物業的買賣包括的裝置、裝修物料及設備如下—見出售條款的附表。
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.
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. 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.
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. For the purposes of clause 14, the following is the “Warning to Purchasers”—
就上述第 14 條而言，「對買方的警告」內容如下—
- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
 - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor’s solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。

- (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
- (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
16. (a) It is hereby agreed and declared that this Preliminary Agreement is personal to the Purchaser. Subject to the provisions of Clause 16(b), only the person who signed this Preliminary Agreement is permitted to sign the Agreement.
謹此聲明本臨時合約只屬於買方個人所有。除 16(b)條另有規定外，只有簽署本臨時合約的人士可簽署正式合約。
- (b) No attorney, trustee or nominee of any kind of the Purchaser shall be accepted by the Vendor for the purpose of signing the Agreement except for a named attorney (without any right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser.
賣方並不接受買方的任何授權人、受托人或獲提名人代替買方本人簽署正式合約，除非該人為指定之獲授權人（但其授權不能有任何授權他人代替之權力）而其授權乃為指定權限並只限於以買方名義及代買方簽署正式合約。
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.
若買方亦聘用賣方之律師行為買方在本物業買賣之代表律師，賣方將承擔該律師行在處理正式合約及其後買方受益的轉讓契之法律費用。
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 their own solicitors' legal fees in respect of the Agreement and the subsequent Assignment.
若買方選擇另聘律師代表其買入本物業，則買賣雙方須各自負責其在有關正式合約及其後之轉讓契之法律費用。
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.
買方律師有關處理、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的律師費用及雜項費用，全部由買方負責及支付。
20. All stamp duty payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.
有關本臨時合約及／或正式合約及／或轉讓契之所有印花稅一概由買方負責支付。
21. The Purchaser shall bear and pay a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant and Management Agreement and the Sub-Deed of Mutual Covenant (collectively the "DMC") and the plans attached to the DMC, all costs for preparing certified

copies of title deeds and documents of the property purchased, all plan fees for plans to be annexed to the agreement for sale and purchase and the assignment of the property purchased, all legal and other costs and disbursements in respect of any mortgage (if any) in respect of the property purchased and all legal costs and charges of any other documents relating to the sale and purchase of the property purchased. All search fees, registration fees and other disbursements shall be borne by the Purchaser.

一切製作、登記及完成公契及管理協議和副公契（統稱「公契」）之費用及附於公契之圖則費用的適當分攤、所購物業的業權契據及文件認證副本之費用、所購物業的買賣合約及轉讓契之圖則費、所購物業的按揭（如有）之法律及其他費用及代墊付費用及其他有關所購物業的買賣的文件的所有法律及其他支出，均由買方負責。所有查冊費、註冊費及其他支出款項均須由買方承擔。

22. Upon termination of this Preliminary Agreement, if this Preliminary Agreement has been registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.
如本臨時合約終止，而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. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
買方如有更改地址或電話，須以書面通知賣方。
24. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
本物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。
25. Time shall in every respect be of the essence of this Preliminary Agreement.
買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
26. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》（第 623 章）（「該條例」）強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。
(b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》（第 621 章）的情況下。
(c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者（在該條例定義）可依據該條例強制執行任何該等條款時：
(i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and
本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷（倘若撤銷權存在），而該條例第 6(1)條將不適用於本臨時合約；及
(ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.
賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。
27. In this Preliminary Agreement:-

在本臨時合約中—

- (a) “**saleable area**” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap. 621);
「實用面積」具有《一手住宅物業銷售條例》（第 621 章）第 8 條給予該詞的涵義；
 - (b) “**working day**” has the meaning given by section 2(1) of that Ordinance;
「工作日」具有該條例第 2(1)條給予該詞的涵義；
 - (c) the floor area of an item under clause (a) of each Property set out in “Measurements of the Tendered Property” of the Tender Document is calculated in accordance with section 8(3) of that Ordinance; and
招標文件的《投標物業的量度尺寸》載列之每個單位的(a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及
 - (d) the area of an item under clause (b) of each Property set out in “Measurements of the Tendered Property” of the Tender Document is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
招標文件的《投標物業的量度尺寸》載列之每個單位的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。
28. If the Property consists of residential unit(s) as well as any parking space(s), such Property shall be covered by one single formal agreement for sale and purchase and one single subsequent assignment.
如本物業包括住宅單位並同時包括停車位，該物業必須由單一份正式合約及其後單一份轉讓契涵蓋。
29. The Vendor reserves the right to rectify any errors or omissions in the Purchase Price and Payment Terms and the calculation of the Purchase Price.
賣方保留權利修改有關售價及支付條款之錯誤或遺漏及該售價在計算方面之錯誤或遺漏。
30. This Preliminary Agreement is not preceded by an unwritten sale agreement or an agreement for sale, made between the same parties hereto and on the same terms and conditions hereof.
在本臨時合約簽訂前，相同的買賣雙方並無以相同條款及條件訂立非書面買賣協議或買賣協議。
31. The Purchaser shall before being entitled to possession of the Property on completion reimburse or pay to the Vendor or the management company advance payment of management fees, management fee deposits, debris removal fee, capital equipment fund and other miscellaneous deposit(s)/fund(s), etc. in accordance with the DMC.
在獲得本物業管有權之前，買方須於成交時按照該公契規定向賣方或管理公司預繳管理費上期，及繳付管理費按金、泥頭清理費、設備基金及其他按金／基金等。
32. The Purchaser shall raise no objection if the Vendor’s interest in the Property is an equitable interest and not a legal estate.
若賣方在本物業的權益屬衡平法權益而非法定產業權，買方不得提出反對。
33. If the day on which any obligation under this Preliminary Agreement is to be performed shall fall on a day which is not a working day, the date for the performance shall automatically be postponed to the immediately following working day.
任何本臨時買賣合約下的責任，若其履行日並非工作日，則履行該責任的日期將順延至原定日期之後第一個工作日。
34. This Preliminary Agreement supersedes all prior negotiation, representation, understanding and agreement of the parties hereto.
本臨時買賣合約取代雙方過往所有之談判、陳述、理解及協議。
35. The Chinese version of this Preliminary Agreement is a translation of the English version and is for reference only. In case of any discrepancy, inconsistency or dispute, the English version shall prevail.
本臨時合約之中文版本乃英文版本的譯本，謹供參考之用。如解釋有任何差異、出入或爭議，概以英文版本為準。

Schedule to Conditions of Sale
出售條款的附表

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

External Wall 外牆	Curtain wall, glass wall, aluminum windows, tiles, aluminum claddings, natural stone claddings, glass claddings, aluminum grille, metal grille and aluminum louvre 玻璃幕牆、玻璃牆、鋁窗、瓦、鋁質覆蓋板、天然石覆蓋板、玻璃覆蓋板、鋁質格柵、金屬格柵及鋁質百葉
Internal Wall 內牆	Timber veneer and emulsion paint on exposed surfaces for Living & Dining Room. 客飯廳外露位置鋪砌木皮及髹上乳膠漆。 Emulsion paint on exposed surfaces for Bedrooms. 睡房外露位置髹上乳膠漆。
Internal Ceiling 天花板	Emulsion paint where exposed and gypsum board bulkhead are finished with emulsion paint for Living & Dining Room and Bedrooms. 客飯廳及睡房外露位置髹上乳膠漆及石膏板假樑髹上乳膠漆。
Internal Floor 內部地板	Wood grain rigid board flooring and metal trim for Bedrooms. 睡房鋪砌木紋防潮岩塑地板及金屬條。 For flats as listed in note (1.1), floors are finished with engineered timber flooring and metal trim for Bedrooms. 備註(1.1)所列之單位的睡房地板鋪砌複合木地板及金屬條。 Tiles for Living & Dining Room. 客飯廳鋪砌瓦。 For flats as listed in note (1.1), floors are finished with natural stone for Living & Dining Room. 備註(1.1)所列之單位的客飯廳地板鋪砌天然石。
Doors 門	Timber door, aluminum framed glass door and metal framed glass door to be provided. 裝設木門、鋁質框玻璃門及金屬框玻璃門。 For flats as listed in note (1.1), timber door, metal door, aluminum framed glass door and metal framed glass door to be provided. 備註(1.1)所列之單位裝設木門、金屬門、鋁質框玻璃門及金屬框玻璃門。

<p>Bathroom 浴室</p>	<p>Sanitary Fitment to be provided. 提供潔具。</p> <p>Floors are finished with tiles and natural stone on exposed surfaces. 地板之外露位置鋪砌瓦及天然石。</p> <p>For flats as listed in note (2.1), floors are finished with natural stone. 備註(2.1)所列之單位地板鋪砌天然石。</p> <p>Walls are finished with metal, natural stone, reconstituted stone and tiles on exposed surfaces up to level of false ceiling. 牆身之外露位置鋪砌金屬、天然石、人造石及瓦至假天花水平。</p> <p>For flats as listed in note (2.2), walls are finished with natural stone, reconstituted stone and tiles on exposed surfaces up to level of false ceiling. 備註(2.2)所列之單位的牆身之外露位置鋪砌天然石、人造石及瓦至假天花水平。</p> <p>For flats as listed in note (2.1), walls are finished with metal and natural stone on exposed surfaces up to level of false ceiling. 備註(2.1)所列之單位的牆身之外露位置鋪砌金屬及天然石至假天花水平。</p> <p>Ceilings are finished with gypsum board with emulsion paint on exposed surfaces. 天花板之外露位置為石膏板面髹上乳膠漆。</p> <p>For flats as listed in note (2.3), ceilings are finished with gypsum board with emulsion paint and aluminum ceiling on exposed surfaces. 備註(2.3)所列之單位的天花板之外露位置為石膏板面髹上乳膠漆及鋁質天花。</p>
<p>Kitchen 廚房</p>	<p>Floors are finished with tiles and metal trim on exposed surfaces. 地板之外露位置鋪砌瓦及金屬條。</p> <p>For flats as listed in note (1.1), floors are finished with natural stone and metal trim. 備註(1.1)所列之單位地板鋪砌天然石及金屬條。</p> <p>Walls are finished with tiles on exposed surfaces up to level of false ceiling. 牆身之外露位置鋪砌瓦至假天花水平。</p> <p>For flats as listed in note (3.1), walls are finished with tiles and lacquer paint on exposed surfaces up to level of false ceiling. 備註(3.1)所列之單位的牆身之外露位置鋪砌瓦及焗漆至假天花水平。</p> <p>For flats as listed in note (1.1), walls are finished with glass, metal, natural stone and reconstituted stone on exposed surfaces up to level of false ceiling. 備註(1.1)所列之單位的牆身之外露位置鋪砌玻璃、金屬、天然石及人造石至假天花水平。</p> <p>Ceilings are finished with gypsum board with emulsion paint on exposed surfaces. 天花板之外露位置為石膏板面髹上乳膠漆。</p> <p>Cooking benches are finished with reconstituted stone. 灶台鋪砌人造石。</p>

<p>Other provisions 其他設施</p>	<p>Air-conditioner to be provided for Living & Dining room, Bedrooms and Store. 客飯廳、睡房及士多房裝有冷氣機。</p> <p>Gas hob, induction hob, cooker hood, washer dryer, refrigerator, oven, steam oven with microwave, wine conditioning unit and exhaust fan to be provided. 裝有氣體煮食爐、電磁爐、抽油煙機、洗衣乾衣機、雪櫃、焗爐、蒸爐連微波爐、酒櫃及抽氣扇。</p> <p>For flats as listed in note (1.1), gas hob, induction hob, cooker hood, washer, dryer, refrigerator, oven, steam oven with microwave, dishwasher, coffee machine, wine conditioning unit, food warming drawer and exhaust fan to be provided. 備註(1.1)所列之單位裝有氣體煮食爐、電磁爐、抽油煙機、洗衣機、乾衣機、雪櫃、焗爐、蒸爐連微波爐、洗碗碟機、咖啡機、酒櫃、食物保溫櫃及抽氣扇。</p> <p>Water heater to be provided. 裝有熱水爐。</p> <p>Router to be provided. 裝有路由器。</p>
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Note (1.1):

備註(1.1):

- SKYPLEX of Tower 7
- 第 7 座 SKYPLEX

Note (2.1):

備註(2.1):

- All bathrooms in SKYPLEX of Tower 7
- 第 7 座 SKYPLEX 的所有浴室

Note (2.2):

備註(2.2):

- Bathroom in all Flat A and B of Tower 7
- 第 7 座所有 A 及 B 單位的浴室

Note (2.3):

備註(2.3):

- Bathroom in all Flat A and B of Tower 7
- Bathroom 1 in SKYPLEX of Tower 7
- 第 7 座所有 A 及 B 單位的浴室
- 第 7 座 SKYPLEX 的浴室 1

Note (3.1):

備註(3.1):

- All Flat B of Tower 7
- 第 7 座所有 B 單位

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

PART 3: OFFER FORM

第3部份：要約表格

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

To: **The Vendor**
致：賣方

1. Offer
要約

I/We (whose name(s) and address(es) specified in the Schedule to this Offer Form), the Tenderer, hereby irrevocably offer to purchase the Tendered Property at the Tender Price specified in the Schedule to this Offer Form subject to the terms and conditions of this Tender Document and the Conditions of Sale.
本人／我們（其名稱與地址載於本要約表格的附表），即投標者，現不可撤銷地提出要約以本要約表格的附表中指明的投標價購買該投標物業，並受本招標文件及出售條款的條款及細則所約束。

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

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

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

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

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

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

I/We agree that the Hong Kong correspondence address specified in the Schedule to this Offer Form shall be the address for the purpose of receipt of Letter of Acceptance and/or return of cashier order(s) 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.

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

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

I/We hereby declare, represent and warrant to the Vendor as follows:-
本人／我們現聲明、陳述及保證如下：

- (a) **The information specified in the Schedule to this Offer Form is in all respects true and accurate in so far it is within my/our knowledge.**
本要約表格的附表中指明的資料，在本人／我們的所知的範圍內，均為真實及正確。

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

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

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

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

Schedule to the Offer Form
要約表格附表

Tenderer's Information and Tendered Property
投標者資料及該投標物業

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

(由每一個該投標物業的投標者填寫)

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

Section 2-Tendered Property* 第2節-該投標物業*		
Tower 座數	Floor 樓層	Flat 單位

* *The Tenderer is not allowed to submit more than one (1) tender in respect of the same residential property.*

* 投標者不得就同一個住宅物業遞交超過一(1)份投標書。

Section 3–Tender Price
第 3 節–投標價

Tender Price (HK\$)
投標價（港幣）

Cashier's order(s) and cheque(s) (if applicable) (in the aggregate amount of 5% of the Tender Price)
銀行本票及支票（如適用）（總金額為投標價的 5%）

Cashier's order(s)* 銀行本票*	Amount (HK\$) 金額（港幣）	Bank 銀行	Cashier's order no. 本票號碼
Cheque(s) 支票	Amount (HK\$) 金額（港幣）	Bank 銀行	Cheque no. 支票號碼

* Provided that the following minimum amount shall be paid by cashier order(s):-

* 惟當中須以銀行本票支付的最低金額為：-

Amount of 5% of Tender Price 投標價 5%的金額	Minimum amount to be paid by cashier order(s) 以銀行本票支付的最低金額
HK\$3,500,000 or above 港幣\$3,500,000 元或以上	HK\$2,000,000 港幣\$2,000,000 元
Less than HK\$3,500,000 少於港幣\$3,500,000 元	HK\$1,000,000 港幣\$1,000,000 元

Section 4 – Payment plan
第 4 節 – 支付辦法

The Tenderer must choose one of the following payment plans (*†please tick one payment plan only*).
 投標者須選擇下列其中一種付款計劃。（*†請只剔一種付款計劃*）

(If applicable) If the Tendered Property comprises more than one (1) property, the Tenderer must choose the same payment plan for all the Tendered Property.
 (如適用)如該投標物業有多於一個物業，投標者須就全部該投標物業選擇相同的付款計劃。

<input type="checkbox"/> TD1	<p>180 Days Cash Payment Plan (TD1) 180 日現金付款計劃(TD1)</p> <p><u>Terms of Payment 支付條款</u></p> <ul style="list-style-type: none"> A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). 臨時訂金即樓價 5% 於投標書獲賣方接納當日(即接納書的日期)繳付。 A further deposit equivalent to 5% of the Purchase Price shall be paid within 120 days after the date of the Letter of Acceptance, or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the specified residential property in the Phase to the Purchaser, whichever is earlier. 加付訂金即樓價 5% 於接納書的日期後 120 日內繳付，或於賣方就其有能力將期數中的指明住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付，以較早者為準。 90% of the Purchase Price (the balance of the Purchase Price) shall be paid within 180 days after the date of the Letter of Acceptance, or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the specified residential property in the Phase to the Purchaser, whichever is earlier. 樓價 90% (樓價餘額) 於接納書的日期後 180 日內繳付，或於賣方就其有能力將期數中的指明住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付，以較早者為準。 <p><u>Stamp Duty Express (the designated gift, financial advantage or benefit)</u> 印花稅直送(指定贈品、財務優惠或利益)</p> <p>(A) Applicable if the Tenderer is an individual 適用如投標者為個人</p> <p>Please choose only one of the following options (<i>*please tick one of the following boxes</i>): 請選擇以下其中一個選項（<i>*請剔以下其中一個方格</i>）：</p> <p>*<input type="checkbox"/> I/We <u>do not select</u> the Stamp Duty Express. 本人／我們<u>不選擇</u>印花稅直送。</p> <p>*<input type="checkbox"/> I/We <u>select</u> the Stamp Duty Express (the amount of the Stamp Duty Express equal to 4.25% of the Purchase Price). 本人／我們<u>選擇</u>印花稅直送(印花稅直送金額相等於樓價的 4.25%)。</p> <p>(B) Applicable if the Tenderer is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s) 適用如投標者為香港註冊成立的有限公司及其所有股東及董事均為個人</p>
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	<p>If the Tenderer is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s), the Tenderer shall be eligible for the Stamp Duty Express (the amount of the Stamp Duty Express equal to 4.25% of the Purchase Price).</p> <p>如投標者為香港註冊成立的有限公司及其所有股東及董事均為個人，投標者可享有印花稅直送(印花稅直送金額相等於樓價的 4.25%)。</p> <p><input checked="" type="checkbox"/> We <u>select</u> the Stamp Duty Express (the amount of the Stamp Duty Express equal to 4.25% of the Purchase Price).</p> <p>我們<u>選擇</u>印花稅直送(印花稅直送金額相等於樓價的 4.25%)。</p> <p>The Vendor's decision as to whether the Tenderer is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s) is final and the Tenderer shall not raise any claims or objections in respect thereof.</p> <p>賣方對投標者是否為香港註冊成立的有限公司及其所有股東及董事均為個人的決定為最終的，投標者不得就此提出任何申索或反對。</p> <p>(C) Applicable if the Tenderer is a company (other than a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))</p> <p>適用如投標者為公司(香港註冊成立的有限公司及其所有股東及董事均為個人除外)</p> <p>If the Tenderer is a company (other than a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)), the Tenderer <u>shall not be eligible for</u> the Stamp Duty Express.</p> <p>如投標者為公司(香港註冊成立的有限公司及其所有股東及董事均為個人除外)，投標者<u>不符合資格</u>享有印花稅直送。</p> <p><u>PLEASE READ THE FOLLOWING MATTERS:</u></p> <p><u>敬請細閱下列事項:</u></p> <p>Please read carefully the contents in Part I of Annex A and the details of the gift(s), financial advantage(s) or benefit(s) in Part II of Annex A.</p> <p>敬請細閱附件 A 第 I 部份的內容及附件 A 第 II 部份內贈品、財務優惠或利益的詳情。</p> <p>(Applicable to corporate Tenderer only) If there are any changes (including any reduction, increase, substitution or replacement) in the shareholder structure and/or the directorship of the Tenderer at any time prior to (and including) the date of payment of balance of Purchase Price without the Vendor's prior written consent, the Tenderer shall not be entitled to the designated gift(s), financial advantage(s) or benefit(s). Please see paragraph 10 in Part I of Annex A for details.</p> <p>(只適用於公司投標者) 如於支付樓價餘額的日期前(包括該日期)，投標者的股東結構及／或董事於沒有得到賣方的事先書面同意下有任何變動(包括減少、增加、取代或更換)，投標者將不會享有指定贈品、財務優惠或利益。詳情請參閱附件 A 第 I 部份的第 10 段。</p>
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<input type="checkbox"/> TE1	<p>Flexible Payment Plan (TE1) 靈活付款計劃(TE1)</p> <p><u>Terms of Payment & Stamp Duty Express (the designated gift, financial advantage or benefit)</u> <u>支付條款及印花稅直送 (指定贈品、財務優惠或利益)</u></p> <p>(A) Applicable if the Tenderer is an individual 適用如投標者為個人</p> <p>Please choose only one of the following options (*please tick one of the following boxes): 請選擇以下其中一個選項（*請剔以下其中一個方格）：</p> <p>* <input type="checkbox"/> (A1) I/We <u>do not select</u> the Stamp Duty Express, and the <u>terms of payment</u> will be as follows: 本人／我們<u>不選擇</u>印花稅直送，及<u>支付條款</u>如下：</p> <ul style="list-style-type: none"> • A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。 • A further deposit equivalent to 5% of the Purchase Price shall be paid within 120 days after the date of the Letter of Acceptance, or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the specified residential property in the Phase to the Purchaser, whichever is earlier. 加付訂金即樓價 5%於接納書的日期後 120 日內繳付，或於賣方就其有能力將期數中的指明住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付，以較早者為準。 • 90% of the Purchase Price (the balance of the Purchase Price) shall be paid within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the specified residential property in the Phase to the Purchaser. 樓價 90%(樓價餘額)於賣方就其有能力將期數中的指明住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付。 <p>* <input type="checkbox"/> (A2)I/we <u>select</u> the Stamp Duty Express (the amount of the Stamp Duty Express equal to 4.25% of the Purchase Price), and the <u>terms of payment</u> will be as follows: 本人／我們<u>選擇</u>印花稅直送(印花稅直送金額相等於樓價的 4.25%)，及<u>支付條款</u>如下：</p> <ul style="list-style-type: none"> • A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。 • A further deposit equivalent to 5% of the Purchase Price shall be paid within 120 days after the date of the Letter of Acceptance, or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the specified residential property in the Phase to the Purchaser, whichever is earlier. 加付訂金即樓價 5%於接納書的日期後 120 日內繳付，或於賣方就其有能力將期數中的指明住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付，以較早者為準。
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- 5% of the Purchase Price shall be paid within 180 days after the date of the Letter of Acceptance, or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the specified residential property in the Phase to the Purchaser, whichever is earlier.

樓價 5% 於接納書的日期後 180 日內繳付，或於賣方就其有能力將期數中的指明住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付，以較早者為準。

- 85% of the Purchase Price (the balance of the Purchase Price) shall be paid within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the specified residential property in the Phase to the Purchaser.

樓價 85% (樓價餘額) 於賣方就其有能力將期數中的指明住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付。

(B) Applicable if the Tenderer is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)

適用如投標者為香港註冊成立的有限公司及其所有股東及董事均為個人

- ☒ We select the Stamp Duty Express (the amount of the Stamp Duty Express equal to 4.25% of the Purchase Price), and the terms of payment will be as follows:-

我們選擇印花稅直送(印花稅直送金額相等於樓價的 4.25%)，及支付條款如下：

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

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

- A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). 臨時訂金即樓價 5% 於投標書獲賣方接納當日(即接納書的日期)繳付。

- A further deposit equivalent to 5% of the Purchase Price shall be paid within 120 days after the date of the Letter of Acceptance, or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the specified residential property in the Phase to the Purchaser, whichever is earlier.

加付訂金即樓價 5% 於接納書的日期後 120 日內繳付，或於賣方就其有能力將期數中的指明住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付，以較早者為準。

- 5% of the Purchase Price shall be paid within 180 days after the date of the Letter of Acceptance, or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the specified residential property in the Phase to the Purchaser, whichever is earlier.

樓價 5% 於接納書的日期後 180 日內繳付，或於賣方就其有能力將期數中的指明住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付，以較早者為準。

- 85% of the Purchase Price (the balance of the Purchase Price) shall be paid within 14 days after the date of the notification to the Purchaser that the Vendor is in a

	<p>position validly to assign the specified residential property in the Phase to the Purchaser. 樓價 85%(樓價餘額)於賣方就其有能力將期數中的指明住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付。</p> <p>(C) Applicable if the Tenderer is a company (other than a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)) 適用如投標者為公司(香港註冊成立的有限公司及其所有股東及董事均為個人除外)</p> <p><input checked="" type="checkbox"/> We do not select the Stamp Duty Express, and the <u>terms of payment</u> will be as follows: 我們不選擇印花稅直送，及支付條款如下：</p> <ul style="list-style-type: none"> • A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). 臨時訂金即樓價 5% 於投標書獲賣方接納當日(即接納書的日期)繳付。 • A further deposit equivalent to 5% of the Purchase Price shall be paid within 120 days after the date of the Letter of Acceptance, or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the specified residential property in the Phase to the Purchaser, whichever is earlier. 加付訂金即樓價 5% 於接納書的日期後 120 日內繳付，或於賣方就其有能力將期數中的指明住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付，以較早者為準。 • 5% of the Purchase Price shall be paid within 180 days after the date of the Letter of Acceptance, or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the specified residential property in the Phase to the Purchaser, whichever is earlier. 樓價 5% 於接納書的日期後 180 日內繳付，或於賣方就其有能力將期數中的指明住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付，以較早者為準。 • 85% of the Purchase Price (the balance of the Purchase Price) shall be paid within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the specified residential property in the Phase to the Purchaser. 樓價 85%(樓價餘額)於賣方就其有能力將期數中的指明住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付。 <p><u>Early Settlement Cash Rebate (the designated gift, financial advantage or benefit)</u> <u>提前付清樓價現金回贈 (指定贈品、財務優惠或利益)</u></p> <p>Where the Purchaser settles the balance of the Purchase Price within the period(s) specified in the table below (which is earlier than the due date of payment specified in the Agreement), the Purchaser shall be entitled to an Early Settlement Cash Rebate (“Early Settlement Cash Rebate”) offered by the Vendor according to the table below. 如買方於以下列表指明的期間內付清樓價餘額(早於正式合約訂明的付款限期日)，可根據以下列表獲賣方送出提前付清樓價現金回贈(「提前付清樓價現金回贈」)。</p> <p>Early Settlement Cash Rebate Table 提前付清樓價現金回贈列表</p>
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		Date of settlement of the balance of the Purchase Price 付清樓價餘額日期	The amount of the Early Settlement Cash Rebate 提前付清樓價現金回贈的金額
		Within 180 days after the date of the Letter of Acceptance 接納書的日期後 180 日內	1.25% of the Purchase Price 樓價的1.25%

PLEASE READ THE FOLLOWING MATTERS:
敬請細閱下列事項:

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

(Applicable to corporate Tenderer only) If there are any changes (including any reduction, increase, substitution or replacement) in the shareholder structure and/or the directorship of the Tenderer at any time prior to (and including) the date of payment of balance of Purchase Price without the Vendor's prior written consent, the Tenderer shall not be entitled to the designated gift(s), financial advantage(s) or benefit(s). Please see paragraph 10 in Part I of Annex A for details.
(只適用於公司投標者) 如於支付樓價餘額的日期前 (包括該日期), 投標者的股東結構及/或董事於沒有得到賣方的事先書面同意下有任何變動 (包括減少、增加、取代或更換), 投標者將不會享有指定贈品、財務優惠或利益。詳情請參閱附件 A 第 I 部份的第 10 段。

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

I/We acknowledge that :-
 本人／我們知悉如下：

- (1) The Vendor may give due consideration to the following in deciding whether to accept the tender(s) in this Tender Document and the Related Tender(s) (as defined below) (if any):
 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相關投標書(定義見下文) (如有)內的投標書：
- That the tenderer (or together with his/her/their/its related tenderer(s)) has submitted this Tender Document and 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
 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
 - **Tender Price**; and/or
 投標價；及/或
 - Any other considerations which the Vendor may take into account.
 任何其他賣方可加入的考慮。
- (2) The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。

For the purpose of this Section, “**Related Tenderer**” refers to:”
 就本節而言，「**關聯投標者**」指：

<i>Category</i> 類別	<i>Tenderer</i> 投標者	<i>Related Tenderer</i> 關聯投標者	<i>Relationship</i> 關係
Category 1	Individual 個人	Individual 個人	The Related Tenderer is the Tenderer or the close relative# of the Tenderer (or all of the Tenderers) 關聯投標者為投標者或投標者(或所有投標者)的近親#
Category 2	Individual 個人	Company 公司	All the shareholder(s) of the Related Tenderer is(are) the Tenderer and/or the close relative# of the Tenderer 關聯投標者的所有股東為投標者及/ 或投標者的近親#
Category 3	Company 公司	Individual 個人	The Related Tenderer or the close relative# of the Related Tenderer is a shareholder of the Tenderer 關聯投標者或關聯投標者的近親#為投標者的股東
Category 4	Company 公司	Company 公司	All the shareholders of the Related Tenderer are the shareholders of the Tenderer and/or the close relative# of the shareholders of the Tenderer 關聯投標者的所有股東為投標者的股東及/ 或投標者的股東的近親#

“close relative” refers to spouse, parents (or spouse’s parents), children, brothers, sisters, grandparents or grandchildren.

「近親」指配偶、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。



I/We confirm that I/we and my/our Related Tenderer(s) have, at the same time of submitting this Tender Document, submitted separate Offer Form(s) as **set out** in the table below (“**Related Tender(s)**”).

本人／我們確認在遞交本招標文件的同時本人／我們及本人／我們的關聯投標者已遞交於下表**列出**的個別的要約表格（「**相關投標書**」）。

I/We **enclose** herewith documentary proof (e.g. ID card, birth certificate, marriage certificate, register of shareholders etc.) to prove my/our relationship with the Related Tenderer(s) for the Vendor’s consideration.

本人／我們**附上**證明文件（例如：身份證、出世紙、結婚證書、股東登記冊等）以證明本人／我們與關聯投標者的關係供賣方考慮。

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

本人／我們遞交本投標書的前提為本人／我們僅願賣方接受本投標書或相關投標書**其中的一個投標書**。本人／我們明白若賣方接受本人／我們的本投標書及相關投標書任何其中的一個投標書，其他的投標書將不被理會及不被賣方考慮或接受。本人／我們亦確認、同意及接受賣方有唯一酌情權去決定投標者是否關聯投標者及賣方決定之投標結果為最終的，而本人／我們不得就此提出任何申索或反對。

	Tower 座數	Floor 樓層	Unit 單位	Name of Related Tenderer 關聯投標者名稱	Relationship with the Tenderer 與投標者的關係 (please <u>circle</u> the relevant category) (請 圈出 相關類別)
1.					Category: 1 / 2 / 3 / 4 類別: 1 / 2 / 3 / 4
2.					Category: 1 / 2 / 3 / 4 類別: 1 / 2 / 3 / 4

(NOTE: The Tenderer and the Related Tenderer(s) are not allowed to submit more than one (1) tender in respect of the same residential property.)

(註：投標者及關聯投標者不得就同一個住宅物業遞交超過一(1)份投標書。)



I/We confirm that I/we and my/our Related Tenderer(s) have, at the same time of submitting this Tender Document, submitted separate Offer Form(s) as **set out** in the table below (“**Related Tender(s)**”).

本人／我們確認在遞交本招標文件的同時本人／我們及本人／我們的關聯投標者已遞交於下表**列出**的個別的要約表格（「**相關投標書**」）。

I/We **enclose** herewith documentary proof (e.g. ID card, birth certificate, marriage certificate, register of shareholders etc.) to prove my/our relationship with the Related Tenderer(s) for the Vendor’s consideration.

本人／我們**附上**證明文件（例如：身份證、出世紙、結婚證書、股東登記冊等）以證明本人／我們與關聯投標者的關係供賣方考慮。

I/We submit this tender on the condition that the Vendor shall not accept this tender unless the Vendor also accepts **ALL the Related Tender(s)** at the same time. I/We also confirm, agree and accept that

the Vendor has the sole discretion to determine whether a tenderer is a Related Tenderer and that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

本人／我們遞交本投標書的前提為除非賣方亦同時接受所有相關投標書，否則賣方不得接受本投標書。本人／我們亦確認、同意及接受賣方有唯一酌情權去決定投標者是否關聯投標者及賣方決定之投標結果為最終的，而本人／我們不得就此提出任何申索或反對。

	Tower 座數	Floor 樓層	Unit 單位	Name of Related Tenderer 關聯投標者名稱	Relationship with the Tenderer 與投標者的關係 (please circle the relevant category) (請 圈出 相關類別)
1.					Category: 1 / 2 / 3 / 4 類別: 1 / 2 / 3 / 4
2.					Category: 1 / 2 / 3 / 4 類別: 1 / 2 / 3 / 4
3.					Category: 1 / 2 / 3 / 4 類別: 1 / 2 / 3 / 4
4.					Category: 1 / 2 / 3 / 4 類別: 1 / 2 / 3 / 4
5.					Category: 1 / 2 / 3 / 4 類別: 1 / 2 / 3 / 4
6.					Category: 1 / 2 / 3 / 4 類別: 1 / 2 / 3 / 4
7.					Category: 1 / 2 / 3 / 4 類別: 1 / 2 / 3 / 4
8.					Category: 1 / 2 / 3 / 4 類別: 1 / 2 / 3 / 4

(NOTE: The Tenderer and the Related Tenderer(s) are not allowed to submit more than one (1) tender in respect of the same residential property.)

(註：投標者及關聯投標者不得就同一個住宅物業遞交超過一(1)份投標書。)

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

I/We am/are introduced by the following intermediary# to submit this tender :-
 本人／我們經以下中介人#介紹而遞交本投標書：

(#Only an intermediary who has been appointed by the Vendor as sales agent should be stated below. Please enquire with the Vendor as to information regarding its sales agent.
 #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。)

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

Declaration regarding intermediary (applicable only if an intermediary is specified above)
關於中介人的聲明（僅於以上有指明中介人時適用）

I/We declare and confirm as follows:-
 本人／我們聲明及確認如下：

- (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;
 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無須就中介人所作出的任何協議、陳述或承諾向買方、中介人或任何其他人士負責；
- (b) the Vendor and its 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
 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)除本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的僱員或代理人之名義在買方購買本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) 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.
 買方與中介人之任何糾紛一概與賣方無關。本物業之買賣交易嚴格依據招標文件的條款及細則進行。

Section 7 - Declaration of relationship with the Vendor (* Please tick as appropriate)
第 7 節 – 與賣方關係的聲明 (*請剔適用者)

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

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

(A person is a related party to the Vendor if that person is:
(如有以下情況,某人即屬賣方的「有關連人士」:

- (a) a director of the Vendor, or a parent, spouse or child of such a director;
該人是賣方的董事,或該董事的父母、配偶或子女;
- (b) a manager of the Vendor;
該人是賣方的經理;
- (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder
該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司;
- (d) an associate corporation or holding company of the Vendor;
該人是賣方的有聯繫法團或控股公司;
- (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
該人是上述有聯繫法團或控股公司的董事,或該董事的父母、配偶或子女;或
- (f) a manager of such an associate corporation or holding company.
該人是上述有聯繫法團或控股公司的經理。

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

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

Section 8 - Submission checklist
第 8 節 – 遞交清單

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

以下文件連同本招標文件遞交（詳情見招標公告第 2.8 段）：

1. ☐ **Tender Document with the Offer Form completed, dated and signed**
已填妥、填上日期及簽署的招標文件及要約表格
2. ☐ **Cashier order(s) and/or cheque(s)**
銀行本票及／或支票
3. ☐ **Tenderer's identification documents**
投標者的身份證明文件的複印本
4. ☐ **Intermediary's licence (if applicable)**
中介人的牌照的複印本（如適用）
5. ☐ **Documentary proof of relationship between Tenderer and Related Tenderer (if applicable)**
投標者與關聯投標者關係的證明文件（如適用）
6. **Documents in Annex, duly completed and signed by the Tenderer:**
由投標者填妥並簽署的附件的文件
 - (1) ☐ **Measurements of the Tendered Property (undated)**
投標物業的量度尺寸（未有填上日期）
 - (2) ☐ **Warning to Purchasers (undated)**
對買方的警告（未有填上日期）
 - (3) ☐ **Acknowledgement Letter Regarding Furniture, Ceiling Height and Fire Safety Provisions (with plan)(undated)**
關於傢俱、天花高度及消防安全設施的確認書（連圖則）（未有填上日期）
 - (4) ☐ **Acknowledgement Letter Regarding Stamp Duty (undated)**
關於印花稅的確認書（未有填上日期）
 - (5) ☐ **Acknowledgement Letter Regarding Miscellaneous Matters (undated)**
關於其他事項的確認書（未有填上日期）
 - (6) ☐ **Acknowledgement Letter Regarding Noise Mitigation Measures (undated)**
關於噪音緩解措施的確認信（未有填上日期）
 - (7) ☐ **Personal Information Collection Statement (undated)**
個人資料收集聲明（未有填上日期）
 - (8) ☐ **SHKP Club Application Form (undated)**
新地會申請表格（未有填上日期）
 - (9) ☐ **(If applicable) Letter Regarding Stamp Duty Express, Guarantee and Indemnity by Shareholder(s) of Purchaser and Guarantee and Indemnity by Director(s) of Purchaser (undated)**
（如適用）關於印花稅直送的信件、買方股東之擔保及彌償及買方董事之擔保及彌償（未有填上日期）
 - (10) ☐ **Acknowledgement Letter Regarding Financing Plans (undated)**
關於財務計劃的確認信（未有填上日期）
7. **Document(s) to be obtained from the Sales Office, duly completed and signed by the Tenderer:**
由投標者填妥並簽署的於售樓處領取的文件：
Not applicable
不適用

Section 9—Declaration regarding corporate Tenderer (not applicable to individual Tenderer)
第 9 節—關於法團投標者的聲明（不適用於個人投標者）

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

1. The table below sets out the particulars of all the current directors of the Tenderer and all the current shareholders of the Tenderer as at the date of this Offer Form.
 在本要約表格的日期之時投標者的所有現任董事的資料及所有現任股東的資料均已列於下表。
2. All the procedures relating to the appointment as the Tenderer's directors have been completed before the date of this Offer Form.
 所有委任投標者的董事的相關程序已在本要約表格的日期之前完成。
3. If we are the successful Tenderer, except with the Vendor's prior written approval, there shall be no change (including any reduction, increase, substitution or replacement) of any of the Tenderer's directors and shareholders for the period from the date of this Offer Form to the date of the Letter of Acceptance.
 如我們成為中標者，除非得到賣方事先書面同意，在本要約表格的日期至接納書的日期，投標者的董事及股東均不會有任何改變（包括減少、增加、取代或更換）。
4. The Vendor may at any time request and we shall at our own cost and expense provide all relevant corporate documents and information in relation to the Tenderer to show and prove the number and identity of all of the Tenderer's directors and shareholders as set out in the table below.
 賣方可在任何時間要求我們提供所有相關商業文件及資料以核實於下表列出的投標者的董事及股東的資料，而投標者必須遵從該要求並自費提供所有上述文件及資料。
5. The Vendor may refuse to sell the Property to the Tenderer if there shall be any breach in the requirements in this Section.
 如有任何違反本節的規定，賣方有權拒絕將物業出售予投標者。

Director(s)
董事

	Name 名稱	Hong Kong Identity Card No./Passport No./B.R. No. 香港身份證號碼／護照號碼／商業登記號碼
1.		
2.		
3.		

Shareholder(s)
股東

	Name 名稱	Hong Kong Identity Card No./Passport No./B.R. No. 香港身份證號碼／護照號碼／商業登記號碼
1.		
2.		
3.		

Section 10 - Signature of the Tenderer and witness
第 10 節 – 投標者及見證人的簽署

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

本人／我們，即投標者，已閱讀整份招標文件、附件中的文件及於售樓處領取的文件(如有)，填妥要約表格及其附表。本人／我們同意遵守及接受招標文件的條款及細則。

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

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

Signed by the Tenderer:
 投標者簽署：

X

Witnessed by:
 見證人簽署：

X

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

Name of the witness:
 見證人名稱：

Date:
 日期：

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

Annex to Offer Form

要約表格附件

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

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

1. 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 Furniture, Ceiling Height and Fire Safety Provisions (with plan)#
關於傢俱、天花高度及消防安全設施的確認書（連圖則）#
4. Acknowledgement Letter Regarding Stamp Duty#
關於印花稅的確認書#
5. Acknowledgement Letter Regarding Miscellaneous Matters#
關於其他事項的確認書#
6. Acknowledgement Letter Regarding Noise Mitigation Measures#
關於噪音緩解措施的確認信#
7. Personal Information Collection Statement#
個人資料收集聲明#
8. SHKP Club Application Form*
新地會申請表格*
9. (If applicable) Letter Regarding Stamp Duty Express, Guarantee and Indemnity by Shareholder(s) of Purchaser and Guarantee and Indemnity by Director(s) of Purchaser *
(如適用) 關於印花稅直送的信件、買方股東之擔保及彌償及買方董事之擔保及彌償*
10. Acknowledgement Letter Regarding Financing Plans#
關於財務計劃的確認信#
- A. List of gifts, financial advantage or benefits
贈品、財務優惠或利益的列表

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

Vendor 賣方	Well Capital (H.K.) Limited 華榮（香港）有限公司		
Phase of Development 發展項目的期數	Phase 2A of Cullinan Harbour Development 天璽•海發展項目的第 2A 期		
Address 地址	26 Shing Fung Road 承豐道 26 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D./Passport/B.R. No. 身份證／護照／商業登記號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

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

- a) the saleable area of the Property is
本物業的實用面積為
- | | |
|--------------------------------------|---|
| _____ square metres/
[_____ 平方米／ | _____ square metres/
_____ square feet of which- |
| _____ square metres/
[_____ 平方米／ | _____ square feet is the floor area of the balcony]; |
| _____ square metres/
[_____ 平方米／ | _____ square feet is the floor area of the utility platform]; |
| _____ square metres/
[_____ 平方米／ | _____ square feet is the floor area of the verandah]; and |
| _____ square metres/
[_____ 平方米／ | _____ square feet is the floor area of the verandah]; and |
- b) other measurements are-
其他量度尺寸為—
- | | |
|--|---|
| * [the area of the air-conditioning plant room is
[空調機房的面積為 | _____ square metres/
_____ square feet]; |
| * [the area of the flat roof is
[平台的面積為 | _____ square metres/
_____ square feet]; |
| * [the area of the garden is
[花園的面積為 | _____ square metres/
_____ square feet]; |
| * [the area of the roof is
[天台的面積為 | _____ square metres/
_____ square feet]; |
| * [the area of the stairhood is
[梯屋的面積為 | _____ square metres/
_____ square feet]; |
| * [the area of the yard is
[庭院的面積為 | _____ square metres/
_____ square feet]. |
- * delete where inapplicable
* 刪除不適用者

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

Signed by the Purchaser(s) 買方簽署

Warning to Purchasers
對買方的警告

Vendor 賣方	Well Capital (H.K.) Limited 華榮（香港）有限公司		
Phase of Development 發展項目的期數	Phase 2A of Cullinan Harbour Development 天璽•海發展項目的第 2A 期		
Address 地址	26 Shing Fung Road 承豐道 26 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D./Passport/B.R. No. 身份證／護照／商業登記號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

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

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

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

Signed by the Purchaser(s) 買方簽署

Annex 3
附件 3

Acknowledgement Letter Regarding Furniture, Ceiling Height and Fire Safety Provisions
關於傢俱、天花高度及消防安全設施的確認書

Vendor 賣方	Well Capital (H.K.) Limited 華榮（香港）有限公司		
Phase of Development 發展項目的期數	Phase 2A of Cullinan Harbour Development 天璽•海發展項目的第 2A 期		
Address 地址	26 Shing Fung Road 承豐道 26 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D./Passport/B.R. No. 身份證／護照／商業登記號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

1. I/We, the undersigned, hereby acknowledge and confirm my/our understanding and acceptance prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property that:-
本人／吾等，下方簽署人，特此確認，本人／吾等在簽署本物業的臨時買賣合約前明白和接納：
 - (i) The following provisions are only applicable to the Property installed with the decoration, furniture and chattels (if any) (collectively the “Furniture”) as shown on the attached Decoration and Furniture Layout Plan.
以下條款僅適用於已安裝於附上的裝飾及傢俱圖所顯示的裝飾、傢俱和物件（如有）（統稱『該傢俱』）的本物業。
 - (a) I am/We are fully aware that (i) the Furniture as shown on the Decoration and Furniture Layout Plan (for the purpose of identification only) annexed hereto will be provided by the Vendor in the Property upon completion of the sale and purchase of the Property, (ii) the Decoration and Furniture Layout Plan shows the approximate locations and layout of the Furniture only and the actual locations and layout may vary subject to as-built conditions; (iii) I/We shall not make any objection to the existence, location, measurements, design, colour or materials of the Furniture; and (iv) the Decoration and Furniture Layout Plan is for reference only and shall not be treated as the floor plan of the Property. For details of the floor plan of the Property, I/We shall refer to the sales brochure.
本人／吾等已清楚明白(i)賣方將於本物業成交時於本物業內提供該傢俱，如附於本確認書的裝飾及傢俱圖所顯示（僅作識別之用），(ii) 裝飾及傢俱圖只顯示該傢俱的大概位置及佈局，實際的位置及佈局視乎現場情況而定；(iii)本人／吾等就該傢俱的存在、位置、尺寸、設計、顏色或物料均不得提出異議；及(iv)裝飾及傢俱圖只供參考，而不應被視為本物業的樓面平面圖。有關本物業的樓面平面圖的詳情，本人／吾等將會參考售樓說明書。
 - (b) 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 me/us upon completion of the sale and purchase of the Property in such condition as at completion together with the Property. In any event, no objection or requisitions whatsoever shall be raised by me/us in respect of the Furniture. For the avoidance of doubt, the First 3 Years Warranty Offer as set out in the relevant price list does not apply to the Furniture.
賣方或其代表不會就該傢俱作出任何保證、保養或陳述，更不會就其狀況、狀態、品質或性能，及其是否或會否在可運作狀態作出任何保證、保養或陳述。該傢俱將於本物業成交日以成交時之狀況連同本物業交予本人／吾等。任何情況下，本人／吾等不得就該傢俱提出任何異議或質詢。為免疑問，相關價單所述的首 3 年保修優惠不適用於該傢俱。
 - (ii) I/We agree and accept the ceiling height of such parts of the Property as shown on the attached Ceiling Height Plan. I/We also understand that due to the structural and building services design requirements, the ceiling height may vary subject to as-built condition.

本人／吾等同意並接受本物業在附上的天花高度圖中用顏色顯示之部份的天花高度。本人／吾等亦明白本物業的天花高度將會因應上層結構建築上的設計及機電需要而有差異，並以現場收樓為準。

- (iii) The following provisions are only applicable to the Property installed with Fire Safety Provisions (if any) as shown on the attached Ceiling Height Plan.

以下條款僅適用於設有已安裝於附上的天花高度圖所顯示的消防安全設施的本物業。

- (a) Under the Principal Deed of Mutual Covenant and Management Agreement (the “DMC”) in respect of Cullinan Harbour Development, the owners of the residential units with open kitchen shall at their own costs and expenses observe and comply with the covenants, obligations, provision and restrictions to be observed and performed by owners of residential units with open kitchen set out in the Fire Safety Management Plan (as defined in the DMC) as well as the relevant provisions contained in paragraph 44 of the Third Schedule and Fourth Schedule to the DMC relating to fire safety of open kitchen and shall cause the tenants and occupiers of my/our Property to observe and comply with the same and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan.

按照天璽•海發展項目之主公契及管理合約（「公契」）規定，設有開放式廚房之住宅單位業主須自費遵守及履行《消防安全管理計畫》（Fire Safety Management Plan）（按公契定義）所列設設有開放式廚房之有關住宅單位業主必須遵守和履行之消防安全之契諾、責任、規定和限制及公契內附表 3 第 44 段及附表 4 所列出的有關開放式廚房消防安全的條文，本人／吾等並須促使本人／吾等所購買之本物業之租客及佔用人遵守及履行上述的契諾、責任、規定和限制及任何由管理人於任何時間發布或發出有關實施該消防安全管理計畫的指引或指示。

- (b) Under paragraph 31 of the Third Schedule to the DMC, I/we shall not make any alteration to or interfere with the sprinkler system or any other fire fighting equipment or suffer to be done anything to such sprinkler system or fire fighting equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder.

根據公契內附表 3 第 31 段，本人／吾等不得改動或干擾花灑系統或任何其他消防設備，或招致對該等花灑系統或消防設備的任何可構成違反《消防條例》（第 95 章）或任何其他其下之附例或規定之行為。

- (c) Under paragraph 50(b)(ii) of the Third Schedule to the DMC, the owners of the residential units with Private Lift Lobby (as defined in the DMC) shall not install or erect anything at the Private Lift Lobby or affix anything thereto or in any way alter or modify the same or to place or left anything thereat in contravention of the Fire Services Ordinance or any subsidiary legislations thereunder but shall at all times maintain the same to the satisfaction of the Fire Services Department and the Manager (as defined in the DMC).

根據公契內附表 3 第 50(b)(ii)段，設有私人升降機大堂（按公契定義）之住宅單位業主不得在違反《消防條例》或其下任何附屬條例的情況下於私人升降機大堂安裝或豎設任何物件，或於其上固定任何物件，或以任何方法改動或更改私人升降機大堂，或於其內放置或留下任何物件，而需於任何時間保養私人升降機大堂以達致消防處及管理人（按公契定義）滿意。

- (d) I/We have been advised to, before entering into the Preliminary Agreement for Sale and Purchase of the Property, peruse the latest draft DMC/the executed DMC and the latest draft Sub-Deed of Mutual Covenant of the Phase (the “SDMC”) / the executed SDMC (copies of which are available at the sales office) and seek professional advice for details.

本人／吾等確認於簽訂本物業的臨時買賣合約前已獲建議細閱最新擬稿之公契／已簽立之公契及最新擬稿之期數的副公契（「副公契」）／已簽立之副公契（其副本於售樓處有所提供）及尋求專業意見以獲取詳情。

- (e) I/We have agreed to purchase the Property with full knowledge of the abovementioned covenants, obligations, provisions and restrictions and shall fully observe and comply with the same.

本人／吾等同意購入本物業時已完全知悉上述之契諾、責任、規定和限制，並將完全遵守及履行該等契諾、責任、規定和限制。

- (f) I/We shall keep and maintain the fire safety provisions inside the Property in good condition at my/our own costs and expenses and comply with the following conditions at my/our sole cost and expense:-

本人／吾等須自費維護及保養本物業內的消防安全設施使其處於良好狀況和自費遵守及履行以下條款：

- (I) smoke detectors provided inside the Property and at the common lobby outside the Property should not be removed or obstructed;

在本物業內及本物業外的公用大堂所提供的任何消防煙霧偵測器不應被拆除或阻塞；

- (II) sprinkler head provided at the ceiling immediately above the open kitchen should not be removed or obstructed;

在本物業開放式廚房之上的天花板所提供的消防花灑頭不應被拆除或阻塞；

- (III) the full height wall having a fire resistance rating of not less than -/30/30 adjacent to the exit door of the Property should not be removed;

本物業的出口門附近的防火等級不低於 - / 30/30 的全高度的牆壁不應被拆除；

(IV) the self-closing devices of the main entrance door of the Property should not be removed; and
本物業大門之自動關閉裝置不應被拆除；及

(V) the fire service installations in (d)(I) and (d)(II) above should be subject to annual check conducted by the Manager's registered fire service installation contractor.

上述(d)(I)及(d)(II)段的消防裝置須接受由管理人的註冊消防裝置承辦商進行的年度檢查。

(g) I/We shall allow the Manager and the registered fire services installation contractor(s) to 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 the Property to carry out (at my/our (as the relevant owner) cost and expense) regular and annual inspection and/or certification of the fire service installations.

本人／吾等會容許管理人及註冊消防裝置承辦商在事先給予合理通知（緊急情況除外）後，聯同或不聯同工人、承辦商及其他人士在帶同或無帶同設備及器具下於所有合理時間進入本物業，藉以對消防裝置進行定期及年度檢查及認證（費用及開支由本人／吾等作為相關業主承擔）。

(h) In the event that I/we part with possession of the Property, I/we shall procure the tenant, licensee or occupier (as the case may be) to comply with the Fire Safety Management Plan, in particular the Fire Safety Provisions set out herein, and make it a condition in the relevant agreement (if any).

若本人／吾等不再管有本物業時，本人／吾等會促使租客、被許可人或佔用人（視情況而定）遵守消防安全管理計劃，尤其是本確認書所列的消防安全設施，並將此規定列為相關合約（如有）的一項條件。

(i) The costs and expenses incurred by the Manager and/or the registered fire service installation contractor(s) for the maintenance and annual inspection of the fire services installations for the Property shall be borne by me/us on demand. For the avoidance of doubt, such annual and regular inspection costs and expenses do not form part of the management fees.

本人／吾等會應要求承擔管理人及／或註冊消防裝置承辦商對消防裝置進行保養及年度檢查所產生的費用及開支。為免疑問，該年度及定期檢查費用及開支並不構成管理費的一部份。

2. 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. 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」）強制執行本確認書下任何條款，並且同意排除該條例對本確認書的適用。

3. Nothing contained herein shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement for Sale and Purchase and the agreement for sale and purchase nor shall affect or prejudice the rights and obligations of the Vendor under the Preliminary Agreement for Sale and Purchase and the agreement for sale and purchase.

本確認書任何條款都不應被視為或詮釋為變更或修改臨時買賣合約及買賣合約之任何條款或條件，亦不會影響或損害賣方於臨時買賣合約及買賣合約下之權利及責任。

I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge and accept and agree to 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並接受和同意上述事項。

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

Signed by the Purchaser(s) 買方簽署

Floor Plan
樓面平面圖

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

DECORATION AND FURNITURE LAYOUT PLAN 裝飾及傢俱圖

Vendor 賣方	Well Capital (H.K.) Limited 華榮 (香港) 有限公司		
Phase of Development 發展項目的期數	Phase 2A of Cullinan Harbour Development 天璽·海發展項目的第2A期		
Address 地址	26 Shing Fung Road 承豐道26號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

Tower 7 2/F Floor Plan
第7座 2樓樓面平面圖



SCALE 0 METRES/米 5 METRES/米 10 METRES/米
比例尺: _____

LEGEND:

圖例:

	CABINET 櫃		STOOL 凳子
	LOW CABINET 矮櫃		MANUAL CURTAIN 手動窗簾
	STERILIZING CABINET 衣物護理機		

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,
(i) that the decoration, furniture and chattels (collectively the "Furniture") as shown coloured on the plan of the Property above will be provided in the Property upon completion of the sale and purchase of the Property;
(ii) the plan shows the approximate location of the Furniture only and the actual location and measurements of the Furniture may vary subject to as-built condition;
(iii) the Purchaser shall not make any objection to the design, colour, measurements or materials of the Furniture, and
(iv) the plan is for reference only and shall not be treated as the floor plan of the Property. For details of the floor plan of the Property, please refer to the sales brochure.

本人/吾等，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

(i) 賣方將於本物業成交時於本物業內提供上述本物業的圖則上用顏色顯示的裝飾、傢俱和物件(統稱「該傢俱」);

(ii) 圖則只顯示該傢俱的大概位置，傢俱的實際位置及尺寸或有變更，並以現場收樓為準;

(iii) 賣方就該傢俱的設計、顏色、尺寸或物料均不得提出異議;及

(iv) 圖則只供參考，而不應被視為本物業的樓面平面圖，有關本物業的樓面平面圖的詳情，請參考售樓說明書。

In the event of any conflict or discrepancy between the Chinese and English version of the text contained herein, the English version shall prevail.

如本文件所載的文字之中英文本有任何歧義，一切以英文文本為準。

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。

Signed by the Purchaser(s) 買方簽署

Floor Plan
樓面平面圖

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

DECORATION AND FURNITURE LAYOUT PLAN 裝飾及傢俱圖

Vendor 賣方	Well Capital (H.K.) Limited 華榮 (香港) 有限公司		
Phase of Development 發展項目的期數	Phase 2A of Cullinan Harbour Development 天璽·海發展項目的第2A期		
Address 地址	26 Shing Fung Road 承豐道26號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

Tower 7 3/F, 5/F-12/F, 15/F-23/F & 25/F Floor Plan
第7座 3樓、5樓至12樓、15樓至23樓及25樓樓面平面圖



SCALE 0 METRES/米 5 METRES/米 10 METRES/米
比例尺:

LEGEND: 圖例:	
CABINET 櫃	STOOL 凳子
LOW CABINET 矮櫃	MANUAL CURTAIN 手動窗簾
STERILIZING CABINET 衣物護理機	

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,
(i) that the decoration, furniture and chattels (collectively the "Furniture") as shown coloured on the plan of the Property above will be provided in the Property upon completion of the sale and purchase of the Property;
(ii) the plan shows the approximate location of the Furniture only and the actual location and measurements of the Furniture may vary subject to as-built condition;
(iii) the Purchaser shall not make any objection to the design, colour, measurements or materials of the Furniture; and
(iv) the plan is for reference only and shall not be treated as the floor plan of the Property. For details of the floor plan of the Property, please refer to the sales brochure.

本人/吾等，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
(i) 賣方將於本物業成交時於本物業內提供上述本物業的圖則上用顏色顯示的裝飾、傢俱和物件(統稱「該傢俱」)；
(ii) 圖則只顯示該傢俱的大概位置，傢俱的實際位置及尺寸或有變更，並以現場收樓為準；
(iii) 賣方就該傢俱的設計、顏色、尺寸或物料均不得提出異議；及
(iv) 圖則只供參考，而不應被視為本物業的樓面平面圖，有關本物業的樓面平面圖的詳情，請參考售樓說明書。

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如本文件所載的文字之中文文本有任何歧義，一切以英文文本為準。

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。

Signed by the Purchaser(s) 買方簽署

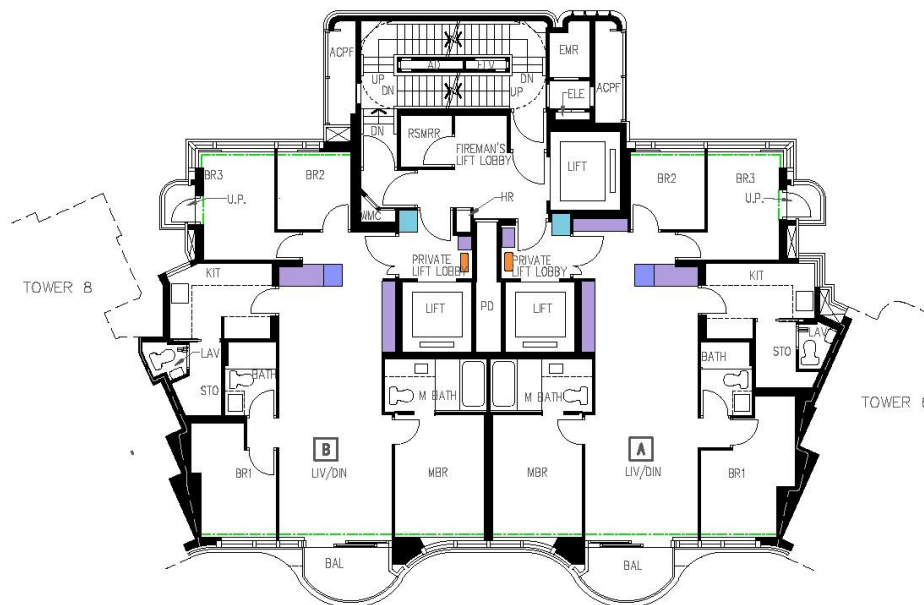
Floor Plan
樓面平面圖

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投標人須填妥本頁（如適用）

DECORATION AND FURNITURE LAYOUT PLAN 裝飾及傢俱圖

Vendor 賣方	Well Capital (H.K.) Limited 華榮 (香港) 有限公司		
Phase of Development 發展項目的期數	Phase 2A of Cullinan Harbour Development 天璽·海發展項目的第2A期		
Address 地址	26 Shing Fung Road 承豐道26號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

Tower 7 26/F Floor Plan
第7座 26樓樓面平面圖



SCALE 0 METRES/米 5 METRES/米 10 METRES/米
比例尺: _____

LEGEND: 圖例:	
	CABINET 櫃
	LOW CABINET 矮櫃
	STERILIZING CABINET 衣物護理機
	STOOL 凳子
	MANUAL CURTAIN 手動窗簾

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,

(i) that the decoration, furniture and chattels (collectively the "Furniture") as shown coloured on the plan of the Property above will be provided in the Property upon completion of the sale and purchase of the Property;

(ii) the plan shows the approximate location of the Furniture only and the actual location and measurements of the Furniture may vary subject to as-built condition;

(iii) the Purchaser shall not make any objection to the design, colour, measurements or materials of the Furniture; and

(iv) the plan is for reference only and shall not be treated as the floor plan of the Property. For details of the floor plan of the Property, please refer to the sales brochure.

本人/吾等，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

(i) 賣方將於本物業成交時於本物業內提供上述本物業的圖則上用顏色顯示的裝飾、傢俱和物件(統稱「該傢俱」);

(ii) 圖則只顯示該傢俱的大概位置，傢俱的實際位置及尺寸或有變更，並以現場收樓為準;

(iii) 賣方就該傢俱的設計、顏色、尺寸或物料均不得提出異議;及

(iv) 圖則只供參考，而不應被視為本物業的樓面平面圖，有關本物業的樓面平面圖的詳情，請參考售樓說明書。

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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。

Signed by the Purchaser(s) 買方簽署

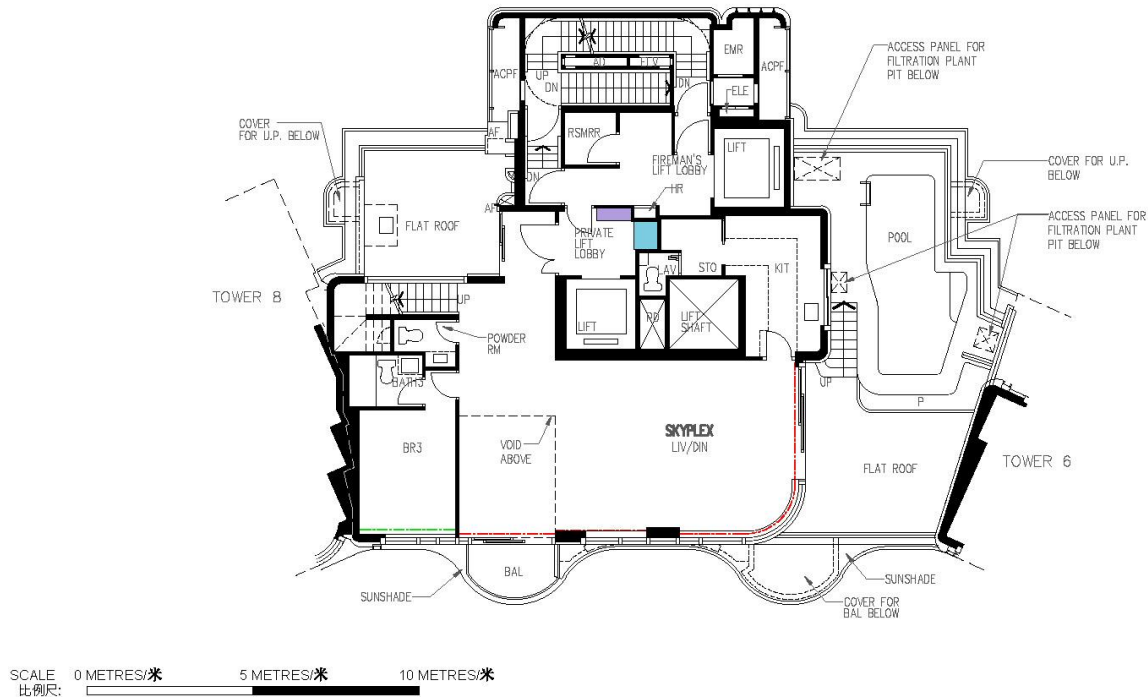
Floor Plan
樓面平面圖

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(IF APPLICABLE)
投標人須填妥本頁（如適用）

DECORATION AND FURNITURE LAYOUT PLAN 裝飾及傢俱圖

Vendor 賣方	Well Capital (H.K.) Limited 華榮 (香港) 有限公司		
Phase of Development 發展項目的期數	Phase 2A of Cullinan Harbour Development 天璽·海發展項目的第2A期		
Address 地址	26 Shing Fung Road 承豐道26號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

Tower 7 27/F Floor Plan
第7座 27樓樓面平面圖



LEGEND: 圖例:	
	CABINET 櫃
	STERILIZING CABINET 衣物護理機
	MANUAL CURTAIN 手動窗簾
	MOTORIZED CURTAIN 電動窗簾

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, (i) that the decoration, furniture and chattels (collectively the "Furniture") as shown coloured on the plan of the Property above will be provided in the Property upon completion of the sale and purchase of the Property, (ii) the plan shows the approximate location of the Furniture only and the actual location and measurements of the Furniture may vary subject to as-built condition; (iii) the Purchaser shall not make any objection to the design, colour, measurements or materials of the Furniture, and (iv) the plan is for reference only and shall not be treated as the floor plan of the Property. For details of the floor plan of the Property, please refer to the sales brochure.

本人/吾等，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 (i) 賣方將於本物業成交時於本物業內提供上述本物業的圖則上用顏色顯示的裝飾、傢俱和物件(統稱「該傢俱」); (ii) 圖則只顯示該傢俱的大概位置，傢俱的實際位置及尺寸或有變更，並以現場收樓為準; (iii) 賣方就該傢俱的設計、顏色、尺寸或物料均不得提出異議;及 (iv) 圖則只供參考，而不應被視為本物業的樓面平面圖。有關本物業的樓面平面圖的詳情，請參考售樓說明書。

In the event of any conflict or discrepancy between the Chinese and English version of the text contained herein, the English version shall prevail.

如本文件所載的文字之中英文本有任何歧義，一切以英文文本為準。

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。

Signed by the Purchaser(s) 買方簽署

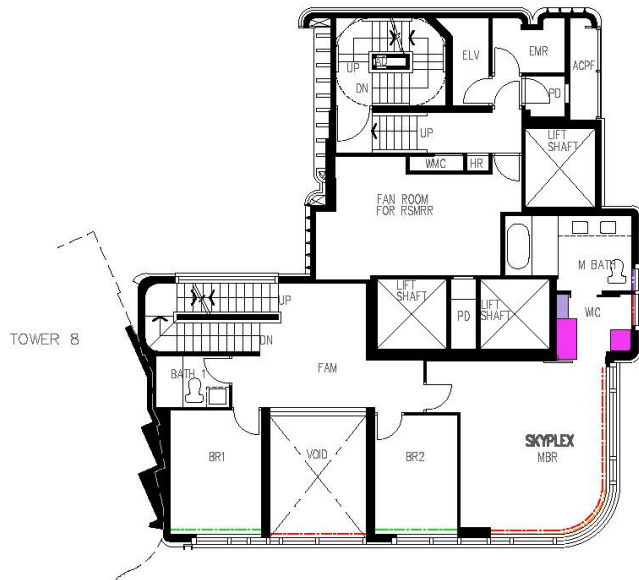
Floor Plan
樓面平面圖

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

DECORATION AND FURNITURE LAYOUT PLAN 裝飾及傢俱圖

Vendor 賣方	Well Capital (H.K.) Limited 華榮 (香港) 有限公司		
Phase of Development 發展項目的期數	Phase 2A of Cullinan Harbour Development 天璽·海發展項目的第2A期		
Address 地址	26 Shing Fung Road 承豐道26號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

Tower 7 28/F Floor Plan
第7座 28樓樓面平面圖



SCALE 0 METRES/米 5 METRES/米 10 METRES/米
比例尺:

LEGEND:

圖例:

CABINET 櫃	MOTORIZED VENETIAN BLIND 電動百葉簾
WARDROBE 衣櫃	MOTORIZED CURTAIN 電動窗簾
MANUAL CURTAIN 手動窗簾	MOTORIZED SHEER 電動窗紗

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,

(i) that the decoration, furniture and chattels (collectively the "Furniture") as shown coloured on the plan of the Property above will be provided in the Property upon completion of the sale and purchase of the Property;

(ii) the plan shows the approximate location of the Furniture only and the actual location and measurements of the Furniture may vary subject to as-built condition;

(iii) the Purchaser shall not make any objection to the design, colour, measurements or materials of the Furniture; and

(iv) the plan is for reference only and shall not be treated as the floor plan of the Property. For details of the floor plan of the Property, please refer to the sales brochure.

本人/吾等，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

(i) 賣方將於本物業成交時於本物業內提供上述本物業的圖則上用顏色顯示的裝飾、傢俱和物件(統稱「該傢俱」)；

(ii) 圖則只顯示該傢俱的大概位置，傢俱的實際位置及尺寸或有變更，並以現場收樓為準；

(iii) 賣方就該傢俱的設計、顏色、尺寸或物料均不得提出異議；及

(iv) 圖則只供參考，而不應被視為本物業的樓面平面圖。有關本物業的樓面平面圖的詳情，請參考售樓說明書。

In the event of any conflict or discrepancy between the Chinese and English version of the text contained herein, the English version shall prevail.

如本文件所載的文字之中英文本有任何歧義，一切以英文文本為準。

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Signed by the Purchaser(s) 買方簽署

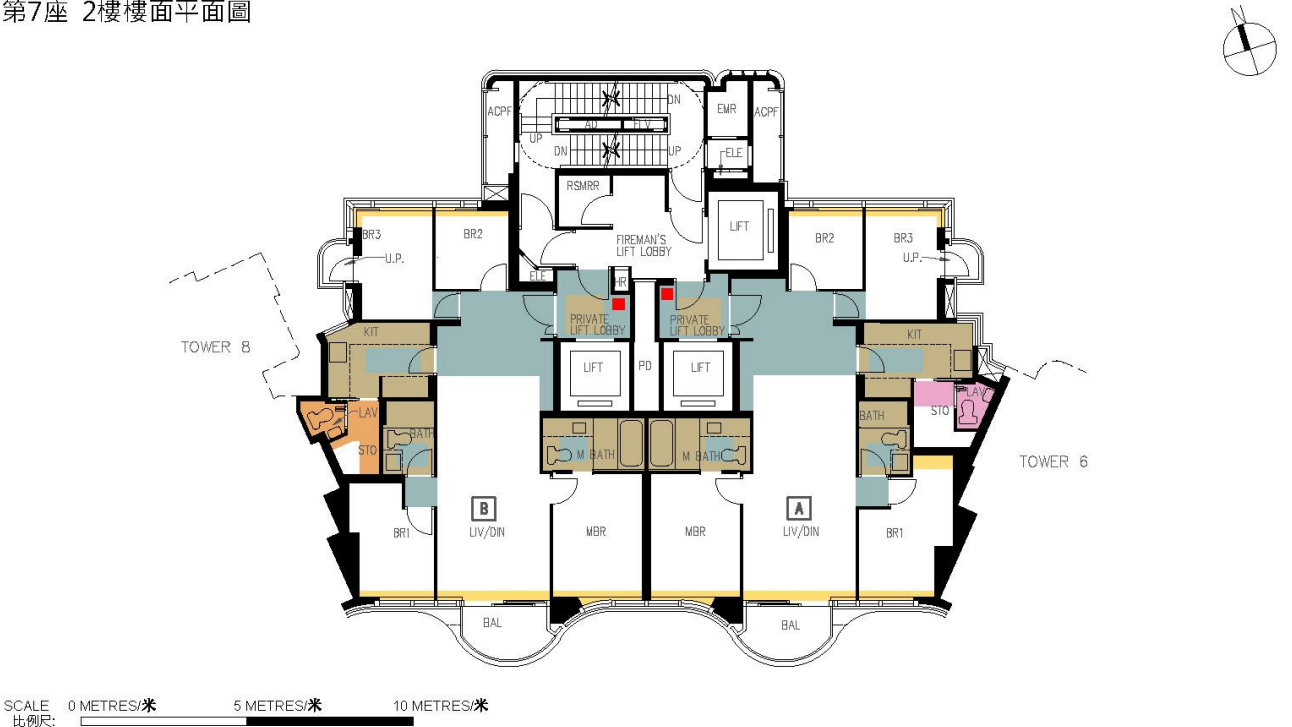
False Ceiling Height Plan
假天花高度圖

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

CEILING HEIGHT PLAN 天花高度圖

Vendor 賣方	Well Capital (H.K.) Limited 華榮 (香港) 有限公司		
Phase of Development 發展項目的期數	Phase 2A of Cullinan Harbour Development 天璽·海發展項目的第2A期		
Address 地址	26 Shing Fung Road 承豐道26號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

Tower 7 2/F Floor Plan
第7座 2樓樓面平面圖



LEGEND: 圖例:		
CEILING HEIGHT AT 2500 - 2600mm [FROM FINISHES FLOOR LEVEL].	天花高度為2500-2600毫米 [裝修物料地台面水平起計].	■ CEILING MOUNTED CONCEALED FIRE ALARM 天花底裝隱蔽式火警鐘
CEILING HEIGHT AT 2400 - 2500mm [FROM FINISHES FLOOR LEVEL].	天花高度為2400-2500毫米 [裝修物料地台面水平起計].	
CEILING HEIGHT AT 2300 - 2400mm [FROM FINISHES FLOOR LEVEL].	天花高度為2300-2400毫米 [裝修物料地台面水平起計].	
CEILING HEIGHT AT 2200 - 2300mm [FROM FINISHES FLOOR LEVEL].	天花高度為2200-2300毫米 [裝修物料地台面水平起計].	
CEILING HEIGHT AT 2100 - 2200mm [FROM FINISHES FLOOR LEVEL].	天花高度為2100-2200毫米 [裝修物料地台面水平起計].	

[Applicable only to property with private lift lobby] The Purchaser acknowledges and accepts that there will be ceiling mounted concealed fire alarm(s) inside or at the lift lobby(ies) of the Property (the approximate locations of the ceiling mounted concealed fire alarm(s) are shown on the floor plan above), which shall be maintained by the Purchaser at his/her/its own costs.
[只適用於設有私人升降機大堂的物業] 買方確認及接受，本物業的一個或多個升降機大堂內或該將設有天花底裝隱蔽式火警鐘(天花底裝隱蔽式火警鐘的大概位置如圖所示)，須由買方自費保養。

The Purchaser(s) agree(s) and accept(s) the Ceiling Height of such parts of the Property as shown coloured on the floor plan above and understand(s) that due to the structural and building services design requirements, the ceiling height may vary subject to as-built condition.
買家同意並接受本物業在上圖中用顏色顯示之部份的單位天花高度，買家亦明白單位天花高度將會因應上層結構建築上的設計及機電需要而有差異，並以現場收樓為準。

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The Purchaser(s) agree(s) that the Purchaser(s) shall not make any objection to the Ceiling Height. In the event of any conflict or discrepancy between the Chinese and English version of the text contained herein, the English version shall prevail.
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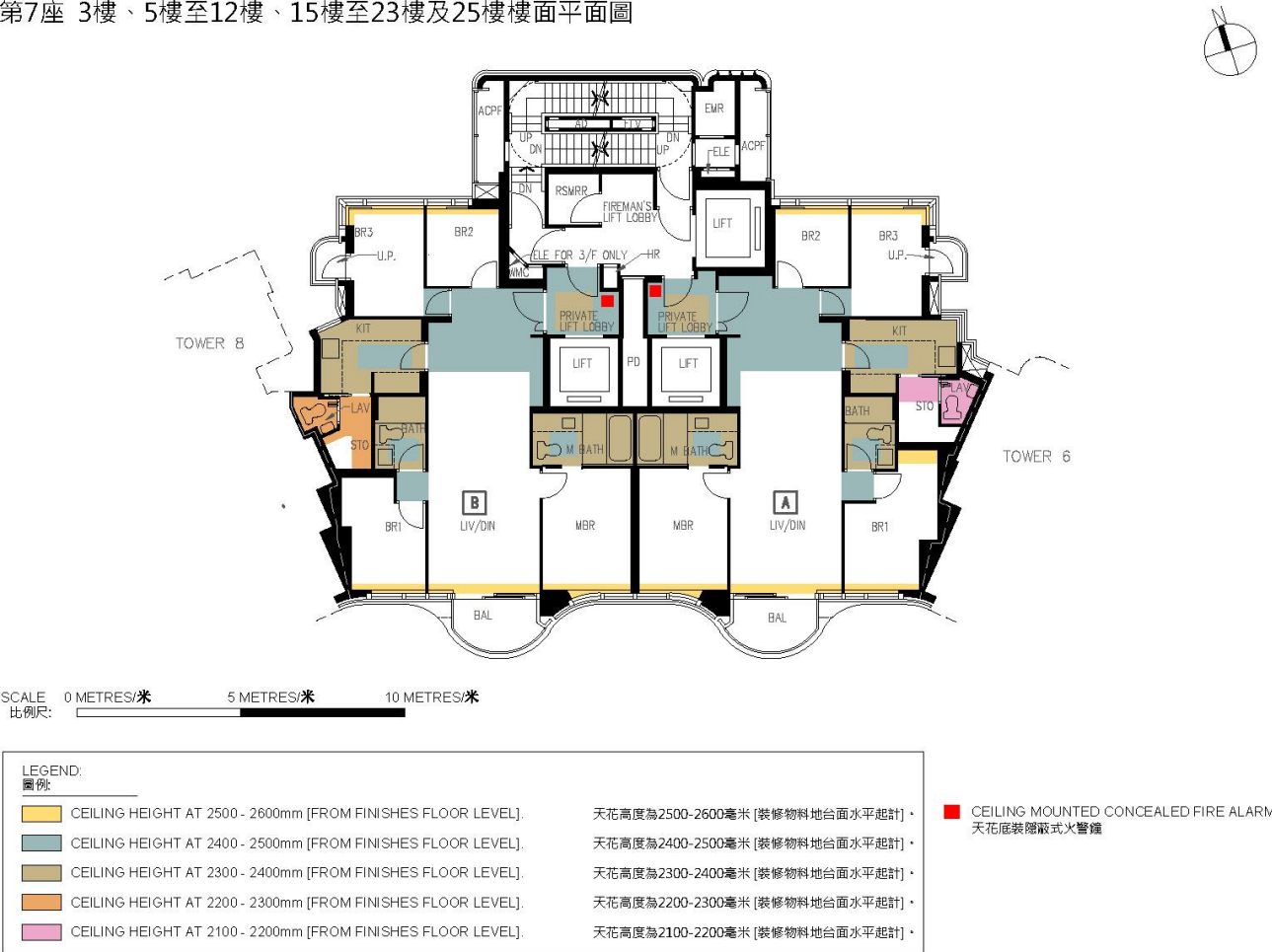
False Ceiling Height Plan
假天花高度圖

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(IF APPLICABLE)
投標人須填妥本頁 (如適用)

CEILING HEIGHT PLAN 天花高度圖

Vendor 賣方	Well Capital (H.K.) Limited 華榮 (香港) 有限公司		
Phase of Development 發展項目的期數	Phase 2A of Cullinan Harbour Development 天璽·海發展項目的第2A期		
Address 地址	26 Shing Fung Road 承豐道26號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身分證 / 護照 / 商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

Tower 7 3/F, 5/F-12/F, 15/F-23/F & 25/F Floor Plan
第7座 3樓、5樓至12樓、15樓至23樓及25樓樓面平面圖



[Applicable only to property with private lift lobby] The Purchaser acknowledges and accepts that there will be ceiling mounted concealed fire alarm(s) inside or at the lift lobby(ies) of the Property (the approximate locations of the ceiling mounted concealed fire alarm(s) are shown on the floor plan above), which shall be maintained by the Purchaser at his/her/its own costs.
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The Purchaser(s) agree(s) and accept(s) the Ceiling Height of such parts of the Property as shown coloured on the floor plan above and understand(s) that due to the structural and building services design requirements, the ceiling height may vary subject to as-built condition.
買家同意並接受本物業在上圖中用顏色顯示之部份的單位天花高度，買家亦明白單位天花高度將會因應上層結構建築上的設計及機電需要而有差異，並以現場收樓為準。

'Ceiling Height' refers to the height between the underside of any architectural bulkhead and/or false ceiling and/or concrete structures at the floor of which the Property situates and the top surface of the floor of the Property. (For the ceiling height between concrete structures, please refer to the approved structural framing plans.) (The floor plan above is for identification only.) The Purchaser(s) understand(s) that the Ceiling Height of such parts of the Property as shown coloured on the floor plan above only shows the approximate location and area and is for reference only. The Ceiling Height may vary subject to as-built condition.

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Signed by the Purchaser(s) 買方簽署

False Ceiling Height Plan
假天花高度圖

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

CEILING HEIGHT PLAN 天花高度圖

Vendor 賣方	Well Capital (H.K.) Limited 華榮 (香港) 有限公司		
Phase of Development 發展項目的期數	Phase 2A of Cullinan Harbour Development 天璽·海發展項目的第2A期		
Address 地址	26 Shing Fung Road 承豐道26號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

Tower 7 26/F Floor Plan
第7座 26樓樓面平面圖



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False Ceiling Height Plan
假天花高度圖

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

CEILING HEIGHT PLAN 天花高度圖

Vendor 賣方	Well Capital (H.K.) Limited 華榮 (香港) 有限公司		
Phase of Development 發展項目的期數	Phase 2A of Cullinan Harbour Development 天璽·海發展項目的第2A期		
Address 地址	26 Shing Fung Road 承豐道26號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身分證 / 護照 / 商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

Tower 7 27/F Floor Plan
第7座 27樓樓面平面圖



LEGEND: 圖例	
CEILING HEIGHT AT 3600 - 3700mm [FROM FINISHES FLOOR LEVEL].	天花高度為3600-3700毫米 (裝修物料地台面水平起計)。
CEILING HEIGHT AT 3500 - 3600mm [FROM FINISHES FLOOR LEVEL].	天花高度為3500-3600毫米 (裝修物料地台面水平起計)。
CEILING HEIGHT AT 3200 - 3300mm [FROM FINISHES FLOOR LEVEL].	天花高度為3200-3300毫米 (裝修物料地台面水平起計)。
CEILING HEIGHT AT 3100 - 3200mm [FROM FINISHES FLOOR LEVEL].	天花高度為3100-3200毫米 (裝修物料地台面水平起計)。
CEILING HEIGHT AT 3000 - 3100mm [FROM FINISHES FLOOR LEVEL].	天花高度為3000-3100毫米 (裝修物料地台面水平起計)。
CEILING HEIGHT AT 2700 - 2800mm [FROM FINISHES FLOOR LEVEL].	天花高度為2700-2800毫米 (裝修物料地台面水平起計)。
CEILING HEIGHT AT 2600 - 2700mm [FROM FINISHES FLOOR LEVEL].	天花高度為2600-2700毫米 (裝修物料地台面水平起計)。
CEILING HEIGHT AT 2500 - 2600mm [FROM FINISHES FLOOR LEVEL].	天花高度為2500-2600毫米 (裝修物料地台面水平起計)。
CEILING HEIGHT AT 2400 - 2500mm [FROM FINISHES FLOOR LEVEL].	天花高度為2400-2500毫米 (裝修物料地台面水平起計)。
CEILING HEIGHT AT 2300 - 2400mm [FROM FINISHES FLOOR LEVEL].	天花高度為2300-2400毫米 (裝修物料地台面水平起計)。
CEILING HEIGHT AT 2100 - 2200mm [FROM FINISHES FLOOR LEVEL].	天花高度為2100-2200毫米 (裝修物料地台面水平起計)。
CEILING MOUNTED CONCEALED FIRE ALARM	天花底裝隱蔽式火警鐘

The Purchaser(s) agree(s) and accept(s) the Ceiling Height of such parts of the Property as shown coloured on the floor plan above and understand(s) that due to the structural and building services design requirements, the ceiling height may vary subject to as-built condition.

買家同意並接受本物業在上圖中用顏色顯示之部份的單位天花高度。買家亦明白單位天花高度將會因應上層結構建築上的設計及機電需要而有差異，並以現場收樓為準。

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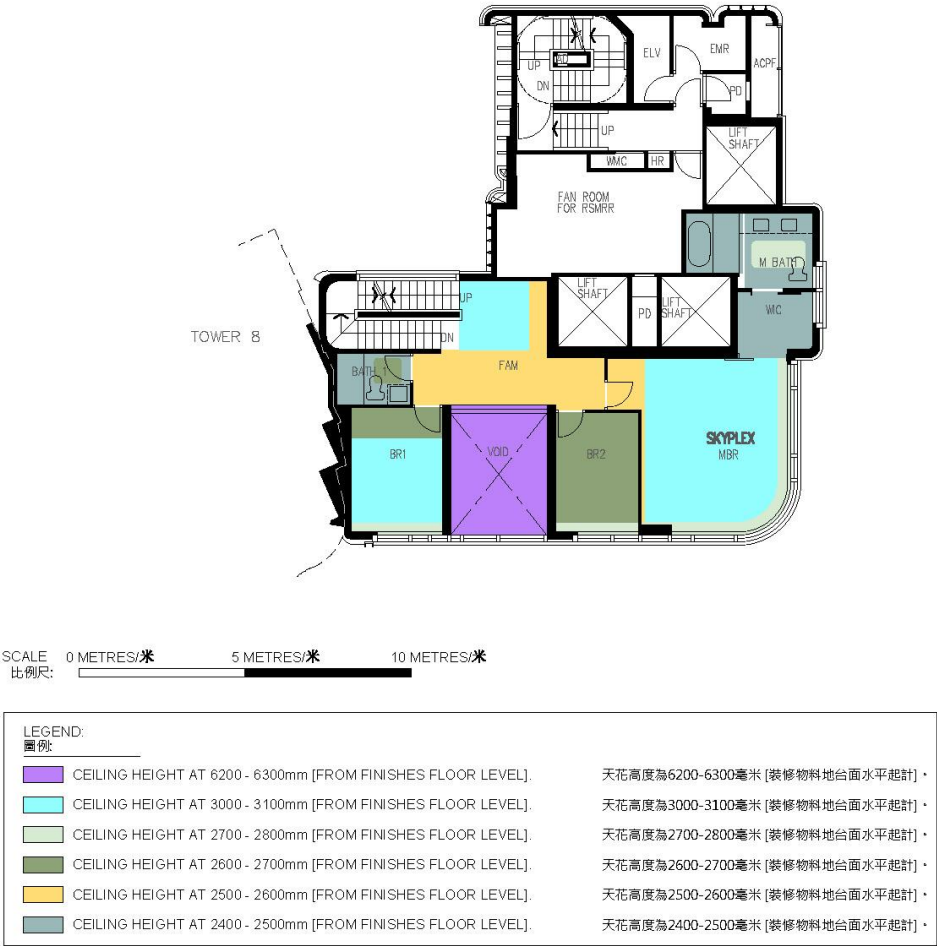
False Ceiling Height Plan
假天花高度圖

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

CEILING HEIGHT PLAN 天花高度圖

Vendor 賣方	Well Capital (H.K.) Limited 華榮 (香港) 有限公司		
Phase of Development 發展項目的期數	Phase 2A of Cullinan Harbour Development 天璽·海發展項目的第2A期		
Address 地址	26 Shing Fung Road 承豐道26號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

Tower 7 28/F Floor Plan
第7座 28樓樓面平面圖



The Purchaser(s) agree(s) and accept(s) the Ceiling Height of such parts of the Property as shown coloured on the floor plan above and understand(s) that due to the structural and building services design requirements, the ceiling height may vary subject to as-built condition.
買家同意並接受本物業在上圖中用顏色顯示之部份的單位天花高度。買家亦明白單位天花高度將會因應上層結構建築上的設計及機電需要而有差異，並以現場收樓為準。

'Ceiling Height' refers to the height between the underside of any architectural bulkhead and/or false ceiling and/or concrete structures at the floor of which the Property sits and the top surface of the floor of the Property. (For the ceiling height between concrete structures, please refer to the approved structural framing plans.) (The floor plan above is for identification only.) The Purchaser(s) understand(s) that the Ceiling Height of such parts of the Property as shown coloured on the floor plan above only shows the approximate location and area and is for reference only. The Ceiling Height may vary subject to as-built condition.
「單位天花高度」指本物業所處樓層之建築假頂及/或假天花及/或石屎結構底與本物業地台面之高度距離。(有石屎結構之閣下的天花高度，請參閱已批准的建築結構圖則。)(上圖僅供識別之用。)(買家明白上圖中用顏色顯示之部份的單位天花高度只顯示該高度的大概位置及範圍，並僅作為參考。單位天花高度或有變更，並以現場收樓為準。)

The Purchaser(s) agree(s) that the Purchaser(s) shall not make any objection to the Ceiling Height. In the event of any conflict or discrepancy between the Chinese and English version of the text contained herein, the English version shall prevail.
買方同意買方就單位天花高度不得提出異議。如本文件所載的文字之中英文本有任何歧義，一切以英文本為準。

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。

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	Well Capital (H.K.) Limited 華榮（香港）有限公司		
Phase of Development 發展項目的期數	Phase 2A of Cullinan Harbour Development 天璽•海發展項目的第 2A 期		
Address 地址	26 Shing Fung Road 承豐道 26 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D./Passport/B.R. No. 身份證／護照／商業登記號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

I/We, the undersigned, hereby confirm and acknowledge that I am/we are 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:

本人／吾等，下方簽署人，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，本人／吾等已獲悉以下事項及其影響：

Raising the maximum value of properties chargeable to a stamp duty of \$100
調高 100 元印花稅適用的物業價值上限

- The Government announced that the Stamp Duty Ordinance would be amended to adjust the maximum property value to which the fixed stamp duty of \$100 applies to \$4 million. The Government will introduce the Stamp Duty (Amendment) Bill 2025 (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 2025 under the Public Revenue Protection Ordinance (Cap. 120) to give full force and effect of law to the Bill before its enactment. Subject to the eventual enactment of the Bill, the new value bands will be applicable to any instrument executed on or after 26 February 2025 for the sale and purchase or transfer of residential or non-residential property.

政府宣布將修訂《印花稅條例》，調整適用於定額印花稅 100 元的物業價值上限至 4 百萬元。政府將向立法會提交《2025 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《2025 年公共收入保障（印花稅）令》，使《條例草案》在制定成法律前具有十足法律效力。在《條例草案》最終獲立法會通過的前提下，新稅階適用於任何在 2025 年 2 月 26 日或之後所簽立以買賣或轉讓住宅或非住宅物業的交易文書。

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

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

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

Series of transactions
系列交易

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

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

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

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

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

Other Matters
其他事項

7. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.
本人／吾等確認及知悉，若本人／吾等不能全數或準時支付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，本人／我們須就此向賣方作出十足的彌償。
8. I/We acknowledge that this acknowledgement letter does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt.
本確認書不構成你們給予本人／吾等任何意見或陳述。本人／吾等明白如有疑問，本人／吾等應徵詢專業人士之意見。
9. Nothing in this acknowledgement letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.
本確認書任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。
10. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.
如本確認書之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Acknowledgement Letter Regarding Miscellaneous Matters
關於其他事項的確認書

Vendor 賣方	Well Capital (H.K.) Limited 華榮（香港）有限公司		
Phase of Development 發展項目的期數	Phase 2A of Cullinan Harbour Development (the “Phase”) 天璽•海發展項目的第 2A 期（「期數」）		
Address 地址	26 Shing Fung Road 承豐道 26 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser 買方			
I.D./Passport/B.R. No. 身份證／護照／商業登記號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

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

本人／吾等，下方簽署人，特此確認及接受，本人／吾等簽署物業的臨時買賣合約前已清楚明白以下事項：

Paragraph 40 of Section III of the draft Deed of Mutual Covenant stipulates that:

公契擬稿第三部分的 40 段訂明：

40. (a) The Manager shall have power to 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.

經事先合理通知（緊急情況除外），管理人有權在任何合理時間在有或沒有工人、承包商和其他人以及有或沒有設備和器具的情況下進入發展項目的所有部分，包括所有任何單位的部分，以便對發展項目或公用地方及設施的任何部分進行必要的維修、更換、維護和清潔，或行使和執行本契約或任何相關的共同契約之分契規定下的任何權力，前提是管理人應盡可能減少干擾，並應立即自費彌補由此造成的任何損壞，並對管理人及其在行使上述權利的過程中的工作人員、承包商或工人的疏忽、故意或犯罪行為負責。

(b) In respect of any roof, flat roof or garden forming part of a Residential Unit, the Manager shall have the right at all reasonable times on giving prior reasonable notice (except in the case of emergency) 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 this Deed 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 adversely affected or prejudiced thereby provided also 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’, agents’ or contractors’ negligent, wilful or criminal acts.

對於構成住宅單位一部分的任何天台、平台或花園，管理人有權在所有合理時間給予合理的事先通知（緊急情況除外）以擴建、維護、運營、移動和進入、越過和／或進入或部分進入天台、平台或花園護牆上方的空域部分，具體由管理人確定，履帶式伸縮臂吊船和／或任何吊臂、吊艇臂、其他設備或管理裝置（在本契約中統稱為“吊船”，其表述應包括所有吊臂、支架、鉸鏈、柱子或其他相關設備）以服務、清潔、增強、維護、修理、翻新、裝飾、改進和／或更換開發項目任何外部的任何部分，並在檢查、重建所需的期間內暫時停留在上述空域上空和／或上方、維修、更新、維護、清潔、油漆或裝飾公用地方及設施的全部

或任何部分，前提是業主對其住宅單位的使用和享受不會因此受到不利影響或損害，前提是管理人應確保造成最少的干擾，並應自費修復由此造成的任何損壞，並應對其僱員、代理人或承包商的疏忽、故意或犯罪行為負責。

- (i) Lightning rod, mobile phone antenna and TV antenna will be installed at the following location(s):

以下位置將會安裝避雷針、電話天線及電視天線：

Description 說明	Location 位置
Lightning rod 避雷針	Top roof of Tower 1, Tower 2, Tower 3, Tower 5, Tower 6, Tower 7, Tower 8 and Tower 9/9A 第1座、第2座、第3座、第5座、第6座、第7座、第8座及第9／9A的頂層天台
Mobile Phone Antenna 電話天線	G/F and Upper roof of Tower 1, Tower 2, Tower 3, Tower 6, Tower 7, Tower 8 and Tower 9/9A and Mansion 2 地下及第1座、第2座、第3座、第6座、第7座、第8座、第9／9A及Mansion 2的上層天台
TV Antenna 電視天線	Upper roof of Tower 3 and Tower 7 第3座及第7座的上層天台

The locations of such lightning rod, mobile phone antenna and TV antenna may impact the Property.

上述避雷針、電話天線及電視天線對本物業可能會造成影響。

- (ii) There may be backlit signage and decorative lighting at the external wall at lower levels of the Phase. The locations of such signage and lighting may be changed from time to time. Such illumination may impact the Property.
期數的低層的外牆可能設有背光標誌及裝飾照明。該等標誌及裝飾照明的位置可能不時改變。上述特色裝置的照明對本物業可能會造成影響。
- (iii) There may be exhaust devices at lower levels of the Phase. The alignment and position of the exhaust devices may be changed from time to time and are subject to compliance with the relevant statutory requirements and/or directions from the relevant government authorities. Such exhaust devices may impact the Property.
期數低層或會有排氣設備。排氣設備的排列及位置或會不時更改，並須符合相關法例的要求及／或有關政府部門的指引。上述排氣設備對本物業可能會造成影響。
- (iv) There may be air-conditioners outdoor units at the flat roof at lower levels of the Phase. The alignment and position of the air-conditioners outdoor units may be changed from time to time. Such air-conditioners outdoor units may impact the Property.
期數低層的平台或會有冷氣機室外機。冷氣機室外機的排列及位置可能不時改變。冷氣機室外機對本物業可能會造成影響。
- (v) The air-conditioner platform(s) outside the Property may be placed with air-conditioner(s) outdoor unit(s) belonging to the Property and/or other residential units.
本物業外的冷氣機平台可能會放置屬於本物業及／或其他住宅物業的一部或多部冷氣機室外機。
- (vi) There may be decorative lighting and sound systems at the landscape area, BBQ area, outdoor swimming pool and indoor swimming pool at lower levels of the Phase. The locations of such decorative lighting and sound systems may be changed from time to time and occasional social events will be held at the abovementioned facilities. Such illumination or noise may impact the Property.
期數低層的園景區、燒烤場、室外游泳池及室內游泳池設有裝飾照明及音響系統。該等裝飾照明及音響系統的位置可能不時改變及以上設施將會不時舉辦社交活動。上述特色裝置的照明及噪音對本物業可能會造成影響。
- (vii) Please refer to the “Layout Plan of the Development” section of the sales brochure of the Phase on page AK for identification of the approximate locations of (a) the chimneys for Emergency Generator Room, (b) Emergency Generator Room and (c) Transformer Room. Such facilities may impact the Property.
請參閱期數的售樓說明書第 AK 頁的發展項目的布局圖一節，以識別(a)緊急發電機機房煙囪、(b)緊急發電機機房及(c)電力變壓房的大約位置。上述設施對本物業可能會造成影響。
- (viii) All services provided or goods sold by the tenants in the Commercial Accommodation of the Development are subject to the discretion of the tenants and may change from time to time. No warranty or representation (whether express or implied) has been made by the Vendor or its agent whatsoever in respect of the provision of any services or sale of any goods or the tenants’ mix in the Commercial Accommodation of the Development.
所有由發展項目的商場租戶提供之服務或售賣之貨品由該等租戶酌情決定及可能不時改變。賣方或其代理人對該等服務或貨品或租戶之組合並無作出任何承諾或陳述（不論明示或隱含）。

- (ix) There may be special traffic arrangement including but not limited to alteration of vehicular access route during the construction of subsequent phase(s) of the Development. Construction vehicles may also enter the carpark for construction of subsequent phase(s). Such construction works and arrangement may materially affect the enjoyment of the Property in terms of views, noise, dust and/or other aspects of the surrounding environment.
發展項目的後續期數施工期間可能會制定特別交通安排，包括但不限於更改行車通道，建築車輛亦可進入停車場以進行後續期數的施工，施工期間可能對本物業之享用，諸如景觀、噪音、沙塵及／或周邊地區環境之其他方面造成實質影響。
- (x) The Clubhouse and facilities of the Development may not be open for immediate use upon completion of the Phase.
會所及／或康樂設施於期數入伙時未必能即時啟用。
- (xi) Kai Tak Sky Garden is located outside the boundary of the Development facing Shing Fung Road. The existence of such facility may affect the enjoyment of the Property in terms of views and other aspects of the surrounding environment.
發展項目面向承豐道一面的邊界外現設有啟德空中花園。此設施可能對本物業的享用，諸如景觀或對周邊環境的其他方面造成影響。
- (xii) There will be a pedestrian walkway with 24-hour public access to be constructed to connect the Development with Kai Tak Sky Garden. Such pedestrian walkway is also stated in “Layout Plan of the Development”, “Floor Plans of Residential Properties in the Phase” and “Cross-section Plan of Building in the Phase” of the sales brochure of the Phase. Such pedestrian walkway may impact the Property.
擬建之 24 小時開放行人道（「行人道」）將連接發展項目及政府之啟德空中花園。上述行人道已在期數的售樓說明書的「發展項目的布局圖」、「期數的住宅物業的樓面平面圖」及「期數中的建築物的橫截面圖」展示。上述行人道對本物業可能會造成影響。
- (xiii) There will be structures and public facilities in the proposed promenade to be constructed in the Yellow Area and the Yellow Hatched Black Area, both as defined in the land grant (which do not form part of the Development). The locations, orientation, height, design and opening hours of such structures and facilities shall be subject to the final approval and decision of the Government. Such structures and facilities are also stated in the “Summary of Land Grant” and “Information on Public Facilities and Public Open Spaces” of the sales brochure of the Phase. Such structures and facilities may impact the Property.
擬建於黃色範圍及黃色間黑斜線範圍（按批地文件定義）內的海濱長廊（並不構成發展項目一部分）將有構築物及公共設施。上述構築物及設施之位置、座向、高度、設計及開放時間以政府最終批准及決定為準。上述構築物及設施已在期數的售樓說明書的「批地文件的摘要」及「公共設施及公眾休憩用地的資料」展示。上述構築物及公共設施對本物業可能會造成影響。
- (xiv) Certain plant rooms and facilities associated with the Kai Tak District Cooling System (South Plant) and Mobile Phone Antennas are installed outside the boundary of the Development facing Shing Fung Road. The existence of such plant rooms and facilities and Mobile Phone Antennas may affect the enjoyment of the Property in terms of views and other aspects of the surrounding environment.
發展項目面向承豐道一面的邊界外設有與啟德區域供冷系統（南廠）相關的機房及設施及電話天線。該機房及設施及電話天線可能對本物業的享用，諸如景觀或對周邊環境的其他方面造成影響。
- (xv) (a) “Cullinan Harbour 7-Seater Limousine Service” (the “**Service**”) will be provided to the residents of the Phase by the manager of the Phase or service provider(s) engaged by the manager of the Phase (the “**Provider**”). The Provider shall determine the fees, terms of use, operating hours, frequency, route(s) and service period of the Service at its sole and absolute discretion, subject to the terms and conditions of the deed of mutual covenant, service contract (if any) and other relevant legal documents.
「天璽·海七人專車服務」（「**該服務**」）將由期數的管理人或期數的管理人聘用的服務提供者（「**提供者**」）向期數的住客提供。提供者可全權及絕對酌情決定就該服務之收費、使用條款、營運時間、班次、路線及服務期限，惟須受公契、服務合約（如有）及其他相關法律文件所訂立的條款規限。
- (b) The Service is subject to availability of the seats, and will be running at specified times to be determined by the Provider. It is estimated (but without any representation, warranty or liability from the Vendor) that the Service will be provided until 31 December 2027. The Service may not be ready for immediate use upon handover of the residential properties within the Phase. The commencement date of the Service will be determined by the Provider and will be announced after handover of the residential properties within the Phase.
該服務視乎座位供應情況而提供，及將按照提供者決定的指定時間運行。該服務預計（但賣方不作任何陳述、保證或承擔任何責任）將提供至 2027 年 12 月 31 日。該服務於期數內的住宅物業入伙時未必能即時使用。該服務的開始提供日期由提供者決定，並於期數內的住宅物業入伙後公佈。

- (c) The Vendor does not give any warranty or representation in any respect regarding the Service. The Vendor is not responsible for any direct or indirect liabilities or losses in connection with the Service. The Purchaser(s) shall have no claim whatsoever against the Vendor, whether before or after completion of sale and purchase of the Property, in respect of or in connection with the provision or delivery of the Service.

賣方不會就該服務作出任何保證或陳述。賣方不會就該服務承擔任何直接或間接的責任或損失。不論在本物業的買賣完成之前或之後，買方不得就本服務的提供或交付，或就與本服務的提供或交付有關的事宜，向賣方提出任何申索。

- (xvi) After issuance of the occupation permit for the Phase, the Property may be made available for viewing by potential purchasers of other residential properties in the Phase or in other phases of the Development until my/our completion of the purchase of the Property. I/We agree that I/we shall not raise any objection thereto or make any claim for damages or compensation against the Vendor.

在期數的佔用許可證發出之後直至本人／吾等完成本物業買賣之前，本物業可能會開放供期數或發展項目其他期數的其他住宅物業之準買家參觀。本人／吾等同意本人／吾等不得對此提出任何反對或向賣方作出任何賠償或補償的申索。

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

I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge and acceptance 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並接受上述事項。

Signed by the Purchaser(s) 買方簽署

Acknowledgement Letter Regarding Noise Mitigation Measures
關於噪音緩解措施的確認信

Vendor 賣方	Well Capital (H.K.) Limited 華榮（香港）有限公司		
Phase of Development 發展項目的期數	Phase 2A of Cullinan Harbour Development (the “Phase”) 天璽•海發展項目的第 2A 期（「期數」）		
Address 地址	26 Shing Fung Road 承豐道 26 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser 買方			
I.D./Passport/B.R. No. 身份證／護照／商業登記號碼			
Date 日期	(undated upon tender submission) (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：

- Noise mitigation measures (collectively “Noise Mitigation Measures”) are provided in the residential properties in the Phase (including the Property) as set out in the Schedule hereto.

附表所列出的期數內的住宅物業（包括本物業）有提供噪音緩解措施（統稱「噪音緩解措施」）。

Please refer to the “Floor Plans of Residential Properties in the Phase” section in the sales brochure of the Phase for details and locations of each of the noise mitigation measures.

有關每項噪音緩解措施位置及詳情，請參閱本期數的售樓說明書之「期數的住宅物業的樓面平面圖」一節。

- Paragraph 37(bl) of Section III of the draft Deed of Mutual Covenant stipulates that:

公契擬稿第三部分的 37(bl)段訂明：

The Manager shall have authority to require the Owners of Residential Units with relevant part of the Noise Mitigation Measures to maintain, replace or repair the relevant part of the Noise Mitigation Measures and to appoint contractors for carrying out the maintenance, replacement and repair by using those materials as approved by the Manager.

管理人有權要求具有緩解噪音措施相關部分的住宅單位的每個業主保養、更換或維修該緩解噪音措施的相關部分，及委任承辦商使用管理人批准的材料進行保養、更換和維修。

- The show flat(s) (if any) at the sales office may not be provided with all or any of the noise mitigation measures mentioned herein. 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.

位於售樓處的示範單位（如有）未必有提供本確認信所述之所有噪音緩解措施或任何之一。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。

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

如本確認書之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Schedule
附表

<u>Tower</u> <u>座數</u>	<u>Floor*</u> <u>樓層*</u>	<u>Flat</u> <u>單位</u>	<u>Noise Mitigation Measures</u> <u>噪音緩解措施</u>
7	2/F-18/F 2 樓至 18 樓	A	Utility Platform with Auto-closing Door 設有自動關門裝置的工作平台
	2/F-25/F 2 樓至 25 樓	A	Acoustic Window (Baffle Type) 減音窗（擋音式）
			Fixed Glazing with Maintenance Window 隔音玻璃連維修窗口
	2/F-12/F 2 樓至 12 樓	B	Acoustic Window (Baffle Type) 減音窗（擋音式）
			Fixed Glazing with Maintenance Window 隔音玻璃連維修窗口
	2/F-7/F 2 樓至 7 樓	B	Utility Platform with Auto-closing Door 設有自動關門裝置的工作平台
* 4/F, 13/F, 14/F and 24/F are omitted. *座數不設 4 樓、13 樓、14 樓及 24 樓。			

Personal Information Collection Statement
個人資料收集聲明

Vendor 賣方	Well Capital (H.K.) Limited 華榮（香港）有限公司		
Phase of Development 發展項目的期數	Phase 2A of Cullinan Harbour Development (the “Phase”) 天璽•海發展項目的第 2A 期（「期數」）		
Address 地址	26 Shing Fung Road 承豐道 26 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser 買方			
I.D./Passport/B.R. No. 身份證／護照／商業登記號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

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

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

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

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

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

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

Purposes for which Your Information may be used

閣下資料可能被用作的用途

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

我們可能不時使用閣下資料作下列一個或多個用途：

- handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
處理閣下的物業交易，包括準備文件和作出任何必要的安排以完成交易；
- providing you with and administering offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits whether of a financial nature, in the form of gifts or otherwise;
向閣下提供及管理優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益（不論屬財務性質或以贈品或其他形式提供）；
- where mortgages, second mortgages, credit facilities or financial accommodation are sought by you, liaising with the mortgagee(s) or provider(s) of credit facilities or financial accommodation to process the same;
如閣下尋求按揭、第二按揭、信貸融資或財務融通，與承按人或信貸融資或財務融通提供者聯絡以處理閣下的申請；
- handling your applications or requests for services, products, memberships or benefits;
處理閣下就服務、產品、會籍或利益的申請或要求；
- facilitating property management and security;
促進物業管理及保安；
- conducting surveys (which is wholly on voluntary basis) on the quality of services, properties, property developments or products provided by us or any other member of Sun Hung Kai Properties Group (“Group”) or joint venture company(ies) set up by member(s) of the Group and joint venture partners (“JV Companies”);
就我們或新鴻基地產集團（「集團」）任何其他成員或由集團成員及合資夥伴成立的合資公司（「合資公司」）提供的服務、物業、物業發展項目或產品的質量進行調查（自願性質參與）；

- (vii) marketing services, properties, property developments, products and other subjects (please see further details in “Use of Your Information in direct marketing” section below);
促銷服務、物業、物業發展項目、產品及其他標的（詳情請參閱以下「在直接促銷中使用閣下資料」部分）；
- (viii) conducting statistical research and analysis (the outcome of which will not reveal your identity);
進行統計研究和分析（統計研究及分析結果將不會揭露閣下的身分）；
- (ix) communicating with you;
與閣下溝通；
- (x) investigating and handling complaints;
調查及處理投訴；
- (xi) preventing or detecting illegal or suspicious activities; and
預防或偵測非法或可疑活動；及
- (xii) making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.
在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。

Transfer of Your Information

轉移閣下資料

To facilitate the purposes set out above, we may disclose or transfer Your Information to the following parties (whether within or outside Hong Kong) except that any transfer of Your Information to another person for it to use in direct marketing will be subject to “Use of Your Information in direct marketing” section below. Your Information may be transferred outside Hong Kong: 為促進上述用途，我們可能於香港境內或境外轉移或披露閣下資料予下列各方，但任何轉移或披露閣下資料予其他人士以供其在直接促銷中使用將受以下「在直接促銷中使用閣下資料」部分所限。閣下資料可能被轉移至香港境外：

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

Use of Your Information in direct marketing

在直接促銷中使用閣下資料

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

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

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

- (a) to use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;
使用我們不時收集、產生、編制或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據；
- (b) to market the following classes of services and products to you:
向閣下促銷以下類別的服務及產品：
 - (1) real estate properties (including car parking spaces) or property developments offered by member(s) of the Group, JV Companies or other persons who engage us to sell or promote real estate properties for them;
集團成員、合資公司或其他委任我們代其銷售或推廣地產物業的人士提供的地產物業（包括泊車位）或物業發展項目；
 - (2) services and products offered by us, other members of the Group or JV Companies (including real estate agency services, credit facilities and financial services);
我們、集團其他成員或合資公司提供的服務及產品（包括地產代理服務、信貸融資及財務服務）；

- (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us, other members of the Group or JV Companies; and
我們、集團其他成員或合資公司提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及
- (4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;
為慈善或非牟利用途的捐款或捐贈，或企業社會責任節目或活動；
- (c) in return for money or other property, to provide Your Information described in (a) above to other members of the Group for their use in direct marketing the classes of services and products described in (b) above.
為換取金錢或其他財產，將以上(a)段所述的閣下資料提供予集團其他成員以供其在直接促銷以上(b)段所述的服務及產品類別中使用。

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

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

Access to and correction of Your Information

查閱及改正閣下資料

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

閣下有權根據條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求，可以指定的書面形式向我們的資料保障主任提出，其地址為香港港灣道 30 號新鴻基中心 45 樓。

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

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

I/We have read and I/we understand this Personal Information Collection Statement, including the information about the use and transfer of my/our personal data for direct marketing. I/We understand that I/we have the right to opt out from such use or transfer by ticking (✓) the box(es) below. If I/we 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/our personal data to other persons for their use in direct marketing (as the case may be), as more particularly set out in “Use of Your Information in direct marketing” section above

本人／我們已閱讀及明白本個人資料收集聲明，包括使用及轉移本人／我們的個人資料作直接促銷用途有關的資訊。本人／我們明白本人／我們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／我們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／我們的個人資料或將本人／我們的個人資料提供予其他人士以供其在直接促銷中使用（視情況而定），有關詳情請參閱以上「在直接促銷中使用閣下資料」部分。

- ☐ Please do NOT send direct marketing information to me/us.
請不要向本人／我們發送直接促銷資訊。
- ☐ Please do NOT provide my/our personal data to other persons for their use in direct marketing.
請不要將本人／我們的個人資料提供予其他人士以供其在直接促銷中使用。

Signed by the Purchaser(s) 買方簽署

SHKP Club Application Form
新地會申請表格新地會
SHKP CLUB

新地會申請表格

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：香港灣仔道30號新鴻基中心45樓)，或傳真至852-2827 8804，以便本會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辦事處提交申請表格並同時出示證明文件以供本會查對。

(#必須填寫)

個人資料

#1. <input type="checkbox"/> 先生	2. <input type="checkbox"/> 小姐	3. <input type="checkbox"/> 太太	4. <input type="checkbox"/> 女士
#身份證 / 護照上之英文姓名 / 姓名拼音及中文姓名			
出生月 日			
#年齡組別	<input type="checkbox"/> 18-21 <input type="checkbox"/> 46-49	<input type="checkbox"/> 22-25 <input type="checkbox"/> 50-53	<input type="checkbox"/> 26-29 <input type="checkbox"/> 54-57 <input type="checkbox"/> 30-33 <input type="checkbox"/> 58-61 <input type="checkbox"/> 34-37 <input type="checkbox"/> 62-65 <input type="checkbox"/> 38-41 <input type="checkbox"/> 65以上 <input type="checkbox"/> 42-45
婚姻狀況	1. <input type="checkbox"/> 未婚	2. <input type="checkbox"/> 已婚	3. <input type="checkbox"/> 離婚
教育程度	1. <input type="checkbox"/> 中學以下	2. <input type="checkbox"/> 中學	3. <input type="checkbox"/> 大學或以上
#現居地址 (申請人的會員證將郵寄至以下地址)			
<input type="checkbox"/> 香港			
室	樓	座	大廈 / 屋苑
街號		街名	
<input type="checkbox"/> 香港以外地區 (請註明國家:)		<input type="checkbox"/> 香港 <input type="checkbox"/> 九龍 <input type="checkbox"/> 新界	
詳細地址:			
郵政編號:			
住宅電話 (區號 - 號碼)		#手提電話	#電郵地址
(本會的資訊及優惠將以電子郵件發送給會員。)			

個人年歲 (港元) ☐ \$300,000以下 ⁽¹⁾ ☐ \$300,000 - \$700,000 ⁽⁴⁾ ☐ \$700,000以上 ⁽⁷⁾

會籍

本人申請成為新地會之: ☐ 普通會員 (年滿 18 歲或以上) ☐ 星級會員 (年滿18歲或以上並是新地住宅物業買家或租客或套房酒店之首要實客(以許可人的身份))

會員資格及入會條件

若申請成為普通會員，只需遞交有效之電話號碼證明或電郵地址證明。若申請成為星級會員，申請人必須填寫以下欄目，遞交有效之電話號碼證明或電郵地址證明及下列的所需證明文件副本。

申請星級會員之人士，如未能即場提供所需之證明文件，將暫時當為申請成為普通會員處理，直至遞交有效之證明文件再作審核。

本人現確認本人已經符合下列星級會員的入會條件：(如所購買或租住的新鴻基地產集團所發展的住宅物業或居住的套房酒店與現居住址不同，請填寫此欄)

☐ 香港 ☐ 香港以外地區 (請註明國家及省市:)

物業名稱	座	樓	室
<input type="checkbox"/> 本人是新鴻基地產集團(獨資或合資)所發展的住宅物業之買家 (見附註 1)。			
<input type="checkbox"/> 第一手買家 (見附註 2) <input type="checkbox"/> 二手買家 (見附註 3)			
現提交 <input type="checkbox"/> 有關購買上述物業之文件副本 (見附註 4) 或 <input type="checkbox"/> 徵收差餉及地租通知書副本 或 <input type="checkbox"/> 律師行發出完成購買上述物業之證明文件副本，以供查核。			
<input type="checkbox"/> 本人是新鴻基地產集團(獨資或合資)所發展的住宅物業之租客或套房酒店之首要實客(以許可人的身份) (見附註 1)。			
現提交有關租約或長期住宿協議副本，以供查核。 <input type="checkbox"/> 現時租客 <input type="checkbox"/> 以往租客			
附註 1: 住宅物業並不包括位於住宅發展物業內的私家車停車位、電單車停車位與單車位。			
若買家或租客或首要實客為有限公司，就此星級會員申請事宜，本會將會接納該公司之董事為買家或租客或首要實客。			
附註 2: 第一手買家指於買賣合約內之買方，而賣方為新鴻基地產發展有限公司或其附屬或聯營公司。			
附註 3: 第二手買家指除第一手買家外之其他買家。第一手買家/二手買家一視同仁為新地物業持有者。			
附註 4: 證明申請人為新鴻基地產集團所發展的住宅物業之買家的有關證明文件(管理費按金收據、管理費收條等除外)為			
第一手買家/二手買家 以私人名義購買之物業: (最少提交右列任何一項的副本)			
<input type="checkbox"/> 訂購合約或臨時買賣合約		<input type="checkbox"/> 樓契或房地產權證	
<input type="checkbox"/> 正式買賣合約		<input type="checkbox"/> 土地註冊冊查冊記錄 (類別: 過件及現況詳情)	

第一手買家/二手買家 以公司名義購買之物業:

☐ 香港公司註冊表格 X/D2/AR1 或中國各地工商行政管理局發出的備案通知書之副本(以證明申請人為該公司之董事; 及最少右列任何一項的副本) ☐ 訂購合約或臨時買賣合約 ☐ 樓契或房地產權證 ☐ 正式買賣合約 ☐ 土地註冊冊查冊記錄 (類別: 過件及現況詳情)

本申請表格中標示為所需的資料必須提供。如閣下未有提供該等資料，本會將無法處理閣下的申請。閣下提供的個人資料將予保密及用於處理閣下的申請，包括核實閣下提供之資料和考慮閣下成為會員的資格，以及會員守則中個人資料收集聲明內指明的其他用途。為此用途，閣下簽署此申請表格即表示同意我們將閣下個人資料與閣下先前提供給新鴻基地產集團的資料加以比較。閣下提供之個人資料將只會被披露或轉移予為上述目的使用有關資料時，合理而有需要把有關資料轉移予相關人士及機構。閣下有權根據《個人資料(私隱)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，其辦事處位於香港灣仔道30號新鴻基中心45樓。(電話: 852-2828 7878 傳真 852-2827 8804 電郵: shkpcub@shkp.com)

簽署

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會員守則及同意個人資料收集聲明所指定的用途。本人確認本人已仔細閱讀下列「使用個人資料作直接促銷」部分的條文，並且明白新地會可以如何使用本人的個人資料作直接促銷用途，以及直接促銷的範圍。本人同意收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

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、聯絡資料及閣下在商場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任職或租賃代理的地產物業（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類型的貨品、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。

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。如未在任何方格加☒號，新地會即可使用所有下列通訊方式：

☐ 電話 (通話) ☐ 電話 (短信等) ☐ 郵寄

授權遞交新地會入會表格

本人 (申請人身份證上的姓名) 現委託	本人為獲授權人士並確認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，本人需負上相關的法律責任。
(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，並確保表格上的資料乃本人提供，及由本人簽署確認資料屬實。	
申請人簽署確認 (與新地會入會申請表格簽名一致)	獲授權人簽署
日期: 日/ 月/ 年/	日期: 日/ 月/ 年/

[更新資料於 2020 年03月]

*申請人可自願提供此問卷答案

問卷A

現誠邀閣下填寫以下問卷，讓我們更了解閣下的期望及需要，以便提供更貼切的服務及優惠。所有資料將會絕對保密。

請刪選有興趣之項目

1. 有關新鴻基地產資訊

- a. ☐ 樓盤
f. ☐ 日式百貨

- b. ☐ 保險
g. ☐ 其他(請註明: _____)

- c. ☐ 商場

- d. ☐ 電話

- e. ☐ 酒店

2. 生活

- a. ☐ 時事
f. ☐ 財富管理
k. ☐ 電子產品/電腦

- b. ☐ 家居設計及擺設
g. ☐ 親子
l. ☐ 健康資訊

- c. ☐ 飲食
h. ☐ 汽車/駕駛
m. ☐ 其他(請註明: _____)

- d. ☐ 潮流服飾
i. ☐ 文化閱讀

- e. ☐ 家居保養及清潔
j. ☐ 美容/健身

3. 娛樂消閒

- a. ☐ 流行音樂
f. ☐ 烹飪
k. ☐ 其他(請註明: _____)

- b. ☐ 旅遊
g. ☐ 潮流

- c. ☐ 電影
h. ☐ 寵物

- d. ☐ 體育
i. ☐ 優質生活介紹

- e. ☐ 電腦遊戲
j. ☐ 園藝

4. 請刪選你有興趣的物業相關活動及優惠(可刪選多於一項):

- a. ☐ 參觀香港新樓盤
f. ☐ 推薦親友置業計劃
k. ☐ 其他置業服務及活動(請註明: _____)

- b. ☐ 參觀內地新樓盤
g. ☐ 置業按揭服務/資訊

- c. ☐ 參觀新樓會所
h. ☐ 置業法律知識講座/資訊

- d. ☐ 會員首次置業優惠
i. ☐ 家居設計/裝修工作坊

- e. ☐ 會員換樓置業優惠
j. ☐ 家居保養工作坊

5. 請問您現時在香港持有多少個住宅物業?

- a. ☐ 0

- b. ☐ 1

- c. ☐ 2

- d. ☐ 3

- e. ☐ 4

- f. ☐ 5或以上

6. 如購買了新住宅物業，請問您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. 請問您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，請刪選是否首置。

- 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，請刪選未來置業所選擇之閣隔

- a. ☐ 有(可刪選多於一項)

- 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: <input type="checkbox"/> 編號:	
批核: <input type="checkbox"/> 接納 <input type="checkbox"/> 不接納	副本

會員守則

本守則對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類別的會員，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。會籍的有效期限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。在對上述條款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，以供比核。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將該證交還予本會。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。倘若會員遺失或損壞，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，提供設施及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舖拒絕承兌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有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。

會員繳付費用

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。除非會員在更改生效並載明於向會員通知之日期前被續選本會以便註銷，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，以茲當面交回本會。

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違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，而且不再享有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(參與使用個人資料作直接促銷); (e) 就本會及/或新鴻基地產集團對會員或一般顧客所提供的設施、服務及/或產品，及作出評估及改進; (f) 促進會員與本會間的溝通，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加以比較; (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) 香港和世界各處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銷售或租賃代理的地產業務(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類別的貨品、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，其辦事處位於香港灣道30號新鴻基中心45樓。(電話: 852-2828 7878 傳真: 852-2827 8804 電郵: shkpcub@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。如閣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，郵寄至香港灣道30號新鴻基中心45樓新地會資料保障主任收，電郵至shkpcub@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義，概以英文文本為準。

[更新資料於 2020 年 03 月]

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

Vendor 賣方	Well Capital (H.K.) Limited 華榮（香港）有限公司		
Phase of Development 發展項目的期數	Phase 2A of Cullinan Harbour Development (the “Phase”) 天璽•海發展項目的第 2A 期（「期數」）		
Address 地址	26 Shing Fung Road 承豐道 26 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D./Passport/B.R. No. 身份證／護照／商業登記號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

To: The Purchaser(s)

致：買方

- We, Well Capital (H.K.) Limited, refer to your purchase of the Property under a preliminary agreement for sale and purchase (the “**Preliminary Agreement**”).
本公司華榮（香港）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。
- The purpose of this letter is to confirm our offer of “Stamp Duty Express” 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）：-
 - ☐ (If you are an individual and have selected the “Stamp Duty Express”) The amount of the “Stamp Duty Express” shall be equal to 4.25% of the purchase price; or
(如閣下為個人及已選擇「印花稅直送」)「印花稅直送」金額相當於樓價的 4.25%；或
 - ☐ (If you are a limited company incorporated in Hong Kong with all your shareholder(s) and director(s) being individual(s) (the “**Corporate Purchaser**”)) The amount of the “Stamp Duty Express” shall be equal to 4.25% of the purchase price.
(如閣下為香港註冊成立的有限公司及其所有股東及董事均為個人（以下稱「**公司買方**」）)「印花稅直送」的金額相當於樓價的 4.25%。
- 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：
 - (Applicable to Corporate Purchaser only) You shall provide, at the same time of signing this letter, Guarantee and Indemnity (each in the form attached to this letter without amendments) signed by all your shareholders and all your directors regarding refund of “Stamp Duty Express” and other matters relating to “Stamp Duty Express”.
(只適用於公司買方) 閣下須在簽署本函時提供由閣下所有股東及所有董事簽署有關退還「印花稅直送」及有關「印花稅直送」的其他事項的擔保及彌償（每份擔保及彌償均以本信件所附的格式及不得作出修改）。
 - You shall execute a legally binding formal agreement for sale and purchase of the Property (in the form prescribed by the Vendor without amendments)(the “**Agreement for Sale and Purchase**”) in accordance with the terms and conditions of the Preliminary Agreement.
閣下須按照臨時合約的條款與細則，簽署一份有法律約束力的正式買賣合約（按賣方規定的格式及不得作出修改）（以下稱「**買賣合約**」）。

- (c) You shall make payment of the 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。

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

- (i) You shall deposit with the Vendor's solicitors a fund for the Vendor's solicitors to arrange for the Agreement for Sale and Purchase and (where required by the Stamp Duty Ordinance) the Preliminary Agreement to be stamped by the Collector of Stamp Revenue within the time limit prescribed by the Stamp Duty Ordinance. The amount of the fund is equal to the amount of AVD on the Agreement for Sale and Purchase (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; 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，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:

閣下須向賣方代表律師提供以下文件：

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

- (iii) (Applicable to Corporate Purchaser only) You shall provide the following to the Vendor/ Vendor's solicitors:

（只適用於公司買方）閣下須向賣方或賣方代表律師提供以下文件：

- Register of Directors of the Purchaser as at the date of this letter and as at the date of signing of the Agreement for Sale and Purchase;
買方的董事登記冊（截止本信件日期及截止簽署買賣合約日期）；
- Register of Shareholders of the Purchaser as at the date of this letter and as at the date of signing of the Agreement for Sale and Purchase;
買方的股東登記冊（截止本信件日期及截止簽署買賣合約日期）；及
- Any other documents and information as requested by the Vendor to show and prove the number and identity of all of the directors and shareholders of the Purchaser as at the date of this letter and as at the date of signing of the Agreement for Sale and Purchase.
賣方要求顯示和證明買方董事和股東的數目和身分的任何其他文件和資料（截止本信件日期及截止簽署買賣合約日期）。

- (e) (Applicable to Corporate Purchaser only) On the date of payment of balance of purchase price of the Property, you shall provide the following to the Vendor/ Vendor's solicitors:

（只適用於公司買方）於支付本物業樓價餘額的日期，買方須向賣方或賣方代表律師提供以下文件：

- Register of Directors of the Purchaser as at the date of payment of balance of purchase price of the Property;
買方的董事登記冊（截止支付樓價餘額的日期）；
- Register of Shareholders of the Purchaser as at the date of payment of balance of purchase price of the Property;
and
買方的股東登記冊（截止支付樓價餘額的日期）；及
- Any other documents and information as requested by the Vendor to show and prove the number and identity of all of the directors and shareholders of the Purchaser as at the date of payment of balance of purchase price of the Property.
賣方要求顯示和證明截至支付樓價餘額的日期買方董事和股東的數目和身分的任何其他文件和資料。

4. (Applicable to Corporate Purchaser only) If there are any changes (including any reduction, increase, substitution or replacement) in the shareholder structure and/or the directorship of the Purchaser at any time prior to (and including) the date

of payment of balance of purchase price of the Property without the Vendor's prior written consent, the Purchaser shall refund the full amount of the "Stamp Duty Express" to the Vendor forthwith.

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

5. The "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.

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。

6. 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」的金額大於從價印花稅的金額, 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) or the purchase of the Property shall be considered by the Stamp Office to form part of a larger transaction or series of transactions, the amount of the "Stamp Duty Express" will not be adjusted as a result thereof and the Vendor is no longer required to pay any additional stamp duty for you.

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

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

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

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

9. The Vendor will under no circumstance be responsible for any penalty or loss if there is any late payment of stamp duty, whether or not due to any late payment of the "Stamp Duty Express" (or any part thereof) for whatever reason.

於任何情況下, 無論是否因延遲發放「印花稅直送」 (或其任何部分) 或因任何原因而未有如期繳付印花稅, 賣方均無須就任何罰款或損失負責。

10. The benefit in this letter is personal to you and is only available to you as a purchaser of the Property who entered into the Preliminary Agreement. In any event, you shall only be entitled to receive the “Stamp Duty Express” once for each residential property. The rights or benefits conferred on you under this letter are non-assignable and non-transferable.
本信件的利益屬於閣下個人所有，並且僅向作為簽署臨時合約的買方提供。不管怎樣，閣下只可就每個住宅物業有權使用「印花稅直送」一次。本信件賦予閣下的權利或利益不得轉讓或轉移。
11. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase. All the rights and remedies of the Vendor under the Agreement for Sale and Purchase shall not be affected by these terms and conditions. The terms and conditions herein constitute an agreement between the parties hereto independent from your purchase of the Property and the Agreement for Sale and Purchase and nothing herein contained or any failure by any party hereto to observe or perform any of its obligation hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Agreement for Sale and Purchase, or the rights, duties or obligations of the parties to the Agreement for Sale and Purchase. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, you shall remain liable to be bound to observe and perform all the terms and conditions in the Agreement for Sale and Purchase and to complete the purchase of the Property in accordance with the provisions of the Agreement for Sale and Purchase. The terms and conditions herein will not exonerate or exempt the Purchaser from being liable for his failure to complete the purchase. Any claim that you may have under or in relation to or in connection with the terms and conditions herein shall be a claim against the Vendor for damages only.
本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。賣方所有買賣合約下之權利及補償均不受本信件的條件及條款影響。於本信件的條款及條件構成於此所載之各方之間訂立的協議，且獨立於閣下購買本物業及買賣合約，於本信件的任何內容或任何一方如未能遵守或履行其本信件之任何責任，則買賣合約的運作、有效性或可強制執行性或買賣合約之下各方的權利、義務或責任亦不會被任何方式損害、變更或影響。為免生疑，若賣方未能履行其於本信件之責任，閣下仍須遵守及履行買賣合約的所有條款及條件及按買賣合約的條款完成購買本物業。本信件的條款及條件不排除或豁免閣下在未能完成買賣時需負之責任。閣下所有按或就本信件的條款及條件提出的或與本信件的條款及條件有關連的申索，只限於為了取得損害賠償的申索。
12. For the purpose of this letter,
就本信件而言，
- “AVD” means the ad valorem stamp duty chargeable on the Preliminary Agreement and the Agreement for Sale and Purchase under the Stamp Duty Ordinance.
「從價印花稅」是指根據《印花稅條例》對臨時合約和買賣合約徵收的從價印花稅。
- “Stamp Duty Ordinance” means the Stamp Duty Ordinance (Cap. 117) as amended from time to time.
「《印花稅條例》」是指經不時修訂的《印花稅條例》（香港法例第 117 章）。
13. The parties do not intend any term of this letter to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623)(the “CRTPO”) and agree that this letter shall be excluded from the application of the CRTPO.
各方無意賦予任何第三者權利依據《合約(第三者權利)條例》（第 623 章）（「該條例」）強制執行本信件下任何條款，並且同意排除該條例對本信件的適用。
14. In case of dispute, we reserve our rights to make the final decision on all matters arising from this letter and such decision shall be binding on you.
如有爭議，本公司有權就本信件引起的所有事宜作最後決定，該決定對閣下有約束力。
15. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.
如本信件之中英文文本有任何歧義，一切以英文文本為準。

For and on behalf of
Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited
As agent of Well Capital (H.K.) Limited（華榮（香港）有限公司）



Authorized Signature(s)
授權人士簽署

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

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

Signed by the Purchaser(s)買方簽署

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

附註：請使用正楷。本信件的所有欄必須填寫。本信件須由所有買方簽署。如買方為公司，須由公司之授權人士簽署及蓋上公司印鑑。

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

Vendor 賣方	Well Capital (H.K.) Limited 華榮（香港）有限公司		
Phase of Development 發展項目的期數	Phase 2A of Cullinan Harbour Development 天璽•海發展項目的第 2A 期		
Address 地址	26 Shing Fung Road 承豐道 26 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D./Passport No. 身份證／護照號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

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

鑒於賣方向買方提供「印花稅直送」，本人/我們，即下方簽署人，作為買方之唯一股東/所有股東，在此不可撤銷地及無條件地，作為主要責任人，作出以下承諾及擔保（「擔保」）:-

- (a) I/We shall not, at any time prior to (and including) the date of payment of balance of purchase price of the Property, do any act or cause any act to be done which may cause any change to the shareholder structure of the Purchaser (including any reduction, increase, substitution or replacement) without the Vendor’s prior written consent (the “Prohibited Change”), including but without limitation to:-

本人/我們，於支付本物業的樓價餘額的日期前（包括該日期），在沒有得到賣方的事先書面同意下，不可作出任何行為或促使任何行為，以致可能對買方的股東結構造成任何變動（包括減少、增加、取代或更換）（「禁止的變更」），包括但不限於:-

- (i) transfer of shares (whether among the existing shareholders or otherwise);
股份轉讓（不論在現有股東之間或其他）；及
- (ii) approving allotment of new shares (whether pro rata or not);
批准新股份的配發（無論是否按比例）。

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

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

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

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

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

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

2. Where there is more than one shareholder of the Purchaser, all the Guarantee shall be given by all such shareholders on a joint and several basis.
如買方有多於一名股東，所有股東須以共同及各自的方式作出所有擔保。
3. This Guarantee and Indemnity shall be governed by the laws of Hong Kong.
本擔保及彌償受香港法律管轄。

Name of Shareholder:

股東姓名:

I.D./Passport No. :

身份證／護照號碼:

Name of Shareholder:

股東姓名:

I.D./Passport No. :

身份證／護照號碼:

Name of Shareholder:

股東姓名:

I.D./Passport No. :

身份證／護照號碼:

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

Vendor 賣方	Well Capital (H.K.) Limited 華榮（香港）有限公司		
Phase of Development 發展項目的期數	Phase 2A of Cullinan Harbour Development 天璽•海發展項目的第 2A 期		
Address 地址	26 Shing Fung Road 承豐道 26 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D./Passport No. 身份證／護照號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

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

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

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

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

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

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

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

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

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

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

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

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

如買方有多於一名董事，所有董事須以共同及各自的方式作出所有擔保。

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

本擔保及彌償受香港法律管轄。

Name of Director:
董事姓名:
I.D./Passport No. :
身份證／護照號碼:

Name of Director:
董事姓名:
I.D./Passport No. :
身份證／護照號碼:

Name of Director:
董事姓名:
I.D./Passport No. :
身份證／護照號碼:

Annex 10
附件 10

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

Vendor 賣方	Well Capital (H.K.) Limited 華榮（香港）有限公司		
Phase of Development 發展項目的期數	Phase 2A of Cullinan Harbour Development (the “Phase”) 天璽•海發展項目的第 2A 期（「期數」）		
Address 地址	26 Shing Fung Road 承豐道 26 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser 買方			
I.D./Passport/B.R. No. 身份證／護照／商業登記號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

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

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

b) I/We confirm that I/we have sufficient time to read the information document(s) on financing plan(s) offered by the Vendor’s designated financing company (Honour Finance Company, Limited) as set out in the relevant annex of the tender document of the Property (“the Information Document(s)”) as follows:

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

<u>Financing Plan</u> <u>財務計劃</u>	<u>Relevant annex of Tender Document</u> <u>招標文件的相對附件</u>
Standby Second Mortgage Loan 備用第二按揭貸款	Annex A.3(a) 附件A.3(a)
Standby First Mortgage Loan 備用第一按揭貸款	Annex A.3(b) 附件A.3(b)
King’s Key 120	Annex A.3(c) 附件A.3(c)
Extended Loan 延續貸款	Annex A.3(d) 附件A.3(d)

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

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

- c) The Vendor has reminded me/us to directly enquire with the Vendor's designated financing company if in doubt about the details of the terms and conditions of the financing plan(s), approval conditions and application procedures.

賣方已提醒本人／吾等，如對財務計劃的條款及條件、批核條件和申請手續有疑問，應直接向賣方指定財務公司查詢有關詳情。

- d) I/we understand that (a) all the terms and conditions of the financing plan(s) are subject to approval by the Vendor and/or the Vendor's designated financing company; and (b) the Vendor, its appointed estate agents and the Vendor's designated financing company will not provide any guarantee that I/we will be able to secure any mortgage, charge or loan or any desired terms to finance my/our purchase of the Property.

本人／吾等明白(a)財務計劃的所有條款及細則均以賣方及／或賣方指定財務公司所批核者為準；及(b)賣方、其委任的地產代理及賣方指定財務公司不會就本人／吾等能獲得任何按揭、押記或貸款或任何希望取得的條款用以資助本人／吾等購買本物業而作出任何保證。

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

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

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

如本確認書之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Reminder to Prospective Purchasers

給準買家的提醒

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

如你擬選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），你應在簽訂臨時買賣合約**前**：

- (a) **Study carefully** the information of the financing plans (including terms and conditions, etc) as set out in **the Tender Document(s)** and other relevant document(s):
細閱有關招標文件和其他相關文件內列出的財務計劃資料（包括條款及條件等）；
- (b) Always be **cautious about verbal undertaking**, for example, guaranteed or ease of approval of any mortgage, charge or loan, made by third party (such as an estate agent), whether the financing plan will be available at the time of completion of the transactions, etc. Verbal undertaking should be **put in writing** with endorsement from the company concerned to avoid dispute.
不要輕信地產代理等第三方的**口頭承諾**，例如保證獲得或易於取得按揭、押記或貸款的批核，並注意在交易完成時是否仍有相關的財務計劃等。口頭承諾應**書寫下來**，並經有關公司加簽，以避免爭議；
- (c) **Enquire with the vendor or Designated FC** (as the case may be) **direct** about the details of the terms and conditions of the financing plan(s) (including any penalty on early redemption), approval conditions and application procedures, including whether there will be time limit within which the financing plan is available:
直接向賣方或其指定財務公司（視屬何種情況而定）**查詢**有關財務計劃的條款及條件(包括任何提早還款的罰款)、批核條件和申請手續(包括有關財務計劃是否只在特定時限內提供)等詳情；
- (d) **Do NOT enter into PASP rashly** before ascertaining from the vendor or Designated FC (as the case may be) **in writing** the amount of loan that can be obtained and the terms under the financing plan(s). Read the contractual documents carefully and seek legal advice if considered necessary before you sign any document; and
在賣方或其指定財務公司（視屬何種情況而定）**以書面形式**確認根據財務計劃可取得的貸款額及相關條款前，**切勿貿然簽訂臨時買賣合約**。在簽署任何文件前，應小心閱讀合約文件內容，並在有需要時徵詢法律意見；以及
- (e) **Remain cool-headed** and critically consider the followings:
保持冷靜並審慎考慮以下事項：
 - Be mindful of any requirement on minimum income level, provision of income proof and passing of stress test. Check the maximum loan repayment period, interest rate and loan limit under the first mortgage and second mortgage;
留意任何有關最低入息水平、提供收入證明及通過壓力測試的規定。查看一按和二按的最長還款期、利率及貸款上限；
 - Be mindful of risk of change of financial condition, approval criteria and other circumstances that may occur between the date of purchase and date of payment and may affect your ability to obtain loan under the financing plan;
注意在購買日與付款日之間財務狀況、批核準則和其他情況可能有變的風險，因而影響你根據財務計劃取得的貸款的能力；
 - Pay attention to mortgage loan plans with high loan-to-value ratio, particularly if you are

selecting stage payment. Should the market value of the residential property fall below the original transaction price or when there is an increase in the interest rates during the interim period, you may not be able to borrow enough money from the vendor or Designated FC or bank to complete the transaction. If you have no extra funds to complete the transaction, your down payment will very likely be forfeited;

對按揭成數高的按揭貸款計劃要特別留神，尤其是擬選用建築期付款方式的準買家。如在此期間，住宅物業的市值跌至低於買入價或利率上升，你未必可以向賣方、其指定財務公司或銀行借得足夠款額以完成交易。如你並沒有額外資金完成交易，你的首期付款很可能會被沒收。

- Affordability and repayment ability—after the end of interest and repayment holidays, the mortgage repayment amount and the interest incurred may increase significantly. Taking into account the rising cycle of interest rate, the interest payable will likely increase further; and 負擔能力與還款能力 - 在免息免供期完結後，按揭還款額及利息可能會大幅增加。鑑於利息處於上升周期，利息支出可能會進一步上升；以及

- Seek legal advice on your rights and obligations under the financing plan and the sale and purchase agreement. For instance, what are your options if the financing plan is no longer available or you are not able to obtain a loan thereunder?

就你在財務計劃和買賣合約方面的權利與義務徵詢法律意見。舉例說，如有關財務計劃不再接受申請，或你未能根據有關計劃取得貸款，你有什麼選擇？

Annex A

附件 A

List of gifts, financial advantage or benefits

贈品、財務優惠或利益的列表

Part I

第 I 部份

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

如其後發現買方不應獲得任何現金回贈，買方收到賣方要求後須立即退回相關現金回贈予賣方。

7. If the Purchaser wishes to change the selected payment plan or any of the selected discount(s), gift(s), financial advantage(s) or benefit(s) which requires update to the entry(ies) in the Register of Transactions, the Purchaser can apply to the Vendor for such change not earlier than 30 days after the date of the Letter of Acceptance but not later than 10 days before (whichever is earlier) the date of settlement of the balance of the Purchase Price or (if applicable) the estimated material date for the Phase as specified in the Agreement, and pay a handling fee of HK\$10,000 to the Vendor and bear all related solicitor's costs and disbursements (if any). The approval or disapproval of the aforesaid application for change and the conditions (if any) for approval are subject to the availability of the relevant payment plan(s), discount(s), gift(s), financial advantage(s) or benefit(s) and the final decision of the Vendor. If the application for change of payment plan is approved, the Purchase Price may be adjusted by an amount as decided by the Vendor (which shall be rounded down to the nearest hundred).

如買方希望更改已選擇之付款計劃或任何已選擇之折扣、贈品、財務優惠或利益而須更新成交記錄冊內的記錄，買方可於不早於接納書的日期後 30 日但不遲於付清樓價餘額之日或(如適用)正式合約內訂明的該期數的預計關鍵日期（以較早者為準）前 10 日向賣方提出申請，並須向賣方繳付手續費港幣\$10,000 及承擔有關律師費用及代墊付費用（如有）。對前述更改之申請批准與否及批准申請的條件（如有），視乎有關付款計劃、折扣、贈品、財務優惠或利益的有效性和賣方的最終決定。如更改付款計劃申請獲批，樓價可能作出調整，該調整金額由賣方決定(將以向下捨入方式換算至百位數)。

8. The Vendor's designated financing company (Honour Finance Company, Limited) 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（忠誠財務有限公司）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。

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

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

10. **(Applicable to corporate Purchaser only)** If there are any changes (including any reduction, increase, substitution or replacement) in the shareholder structure and/or the directorship of the Purchaser at any time prior to (and including) the date of payment of balance of Purchase Price without the Vendor's prior written consent, the Vendor shall be entitled (but not obliged) to in its absolute discretion cancel and/or withdraw **the designated gift(s), financial advantage(s) or benefit(s) (which are stated as such in the relevant annex)** to be made available to the Purchaser in connection with the purchase of a specified residential property in the Phase. In such event, if any of the designated gift(s), financial advantage(s) or benefit(s) being cancelled and/or withdrawn by the Vendor has already been provided or given by the Vendor to the Purchaser, the Purchaser shall return and/or refund such designated gift(s), financial

advantage(s) or benefit(s) to the Vendor forthwith. The Purchaser shall not be entitled to any compensation therefor. As a pre-condition of enjoying the designated gift(s), financial advantage(s) or benefit(s), the Purchaser shall provide documents and information as requested by the Vendor from time to time to show and prove the number and identity of all of the directors and shareholders of the Purchaser and that there has been no change in the shareholder structure and/or the directorship of the Purchaser. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.

(只適用於公司買方) 如於支付樓價餘額的日期前(包括該日期), 買方的股東結構及/或董事於沒有得到賣方的事先書面同意下有任何變動(包括減少、增加、取代或更換), 賣方有絕對酌情權(但無責任)取消及/或撤回就購買該期數指明住宅物業而提供予買方的指定贈品、財務優惠或利益(於相關附件如此表述)。在此情況下, 如賣方取消及/或撤回的指定贈品、財務優惠或利益已由賣方提供或給予買方, 買方須立即將該等指定贈品、財務優惠或利益退回及/或退還賣方。買方不會為此獲得任何補償。作為享有指定贈品、財務優惠或利益的先決條件, 買方須提供賣方不時要求的文件及資料以顯示及證明買方所有董事和股東的數目和身份以及買方的股東結構及/或董事並無變動。如有任何爭議, 賣方之決定為最終並對買方有約束力。

(TD1)180 Days Cash Payment Plan

(TD1)180 日現金付款計劃

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

印花稅直送 (指定贈品、財務優惠或利益)

Where (a) the Purchaser who is an individual and selects the Stamp Duty Express in the Offer Form; or (b) the Purchaser is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s), the Purchaser shall be eligible for the Stamp Duty Express in an amount equal to 4.25% of the Purchase Price. Otherwise, the Tenderer shall not be eligible for the Stamp Duty Express. Please see Annex A.1 for details.

如(a)買方為個人並於要約表格選擇印花稅直送；或(b)買方為香港註冊成立的有限公司及其所有股東及董事均為個人，買方可享有印花稅直送，印花稅直送的金額相等於樓價的4.25%。否則，投標者不會享有印花稅直送。詳情請參閱附件A.1。

2. Family Purchase Cash Rebate (the designated gift, financial advantage or benefit)

家庭購買現金回贈 (指定贈品、財務優惠或利益)

- only applicable to the Purchaser (who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) being individual(s)) of a residential property with saleable area of less than 1,500 square feet

只適用於實用面積少於 1,500 平方呎的住宅物業之買方及買方為個人或香港註冊成立的有限公司及其所有股東均為個人

The Purchaser who satisfies the conditions as set out in Annex A.2 will be eligible for a cash rebate of 1% of the Purchase Price. Please see Annex A.2 for details.

符合附件 A.2 所列明的條件的買方可獲樓價 1% 的現金回贈。詳情請參閱附件 A.2。

3. SHKP Club Member Cash Rebate (the designated gift, financial advantage or benefit)

新地會會員現金回贈 (指定贈品、財務優惠或利益)

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, the Purchaser shall be entitled to a cash rebate of HK\$10,000.

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

The Purchaser applies to the Vendor in writing for the SHKP Club Member Cash Rebate at least 30 days before the date of settlement of the balance of the Purchase Price or (if applicable) the estimated material date for the Phase as specified in the Agreement (whichever is earlier). 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.

買方須於付清樓價餘額之日或(如適用) 正式合約內訂明的該期數的預計關鍵日期(以較早者為準)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。

4. Loan Offer 貸款優惠

The Purchaser may apply for ONLY ONE of the following loan offers from the Vendor's designated financing company (Honour Finance Company, Limited, which is a related company of the Vendor):
買方可向賣方的指定財務機構（忠誠財務有限公司，為賣方的有聯繫公司）申請以下其中一項貸款優惠：

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

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

The maximum amount of the Standby Second Mortgage Loan shall be 20% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Standby Second Mortgage Loan shall not exceed 80% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. Please see Annex A.3(a) for details.
備用第二按揭貸款的最高金額為淨樓價的 20%，惟第一按揭貸款（由第一按揭銀行提供）及備用第二按揭貸款總金額不可超過淨樓價的 80%，或應繳付之樓價餘額，以較低者為準。詳情請參閱附件 A.3(a)。

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

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

The maximum amount of Standby First Mortgage Loan shall be 75% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. Please see Annex A.3(b) for details.
備用第一按揭貸款的最高金額為淨樓價的 75%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附件 A.3(b)。

(c) King's Key 120 (the designated gift, financial advantage or benefit)
King's Key 120 (指定贈品、財務優惠或利益)

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

Please see Annex A.3(c) for details.
詳情請參閱附件 A.3(c)。

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

上文『淨樓價』一詞指該物業之樓價扣除第 1 段所述的印花稅直送的金額（如有）、第 2 段所述的家庭購買現金回贈（如有）及第 3 段所述的新地會會員現金回贈（如有）後的金額。

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

Without affecting the Purchaser's rights under the Agreement, the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of issuance of the certificate of compliance or consent to assign in respect of the Phase (whichever is earlier) rectify any defects to the Property.

在不影響買方於正式合約下之權利的前提下，凡該物業有欠妥之處，買方可於該期數的滿意紙或轉讓同意書發出日(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 landscaping and potted plants (if any).

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）。

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。

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

Option to Purchase Residential Car Parking Space(s) 認購住戶停車位的權利

- (a) The Purchaser of any one residential property set out in Table 1 below shall:
購買列於以下表1內任何一個住宅物業之買方：

Table 1
表1

Tower 座數	Floor 樓層	Flat 單位
Tower 7 第7座	2/F - 3/F, 5/F - 12/F, 15/F - 23/F, 25/F - 26/F 2樓至3樓、5樓至12樓、15樓至23樓、25樓至26樓	A
		B

(if the Purchaser has completed the sale and purchase of the Property)

(如買方已完成該物業的買賣交易)

have an option to purchase **one** residential car parking spaces in the Phase or other phase(s) of Cullinan Harbour Development in respect of which presale consent(s) has/have been issued by the Director of Lands. The Vendor makes no representation, warranty or guarantee that the Purchaser will be able to purchase residential car parking space(s) within the same Phase as the residential property that the Purchaser is purchasing. Please see Annex A.4 of the Tender Notice for details.

可享有認購該期數或天璽・海發展項目其他(地政總署署長已發出預售樓花同意書的)期數內一個住戶停車位的權利。賣方不作出任何陳述、承諾或保證買方會獲認購與其購買住宅物業相同期數內的住戶停車位。詳情請參閱招標公告附件A.4。

- (b) The Purchaser of any one residential property set out in Table 2 below shall:
購買列於以下表2內任何一個住宅物業之買方：

Table 2

表2

Tower 座數	Floor 樓層	Flat 單位
Tower 7 第7座	27/F – 28/F 27樓至28樓	Skyplex

(if the Purchaser has completed the sale and purchase of the Property)

(如買方已完成該物業的買賣交易)

have an option to purchase **not more than two** residential car parking spaces in the Phase or other phase(s) of Cullinan Harbour Development in respect of which presale consent(s) has/have been issued by the Director of Lands. The Vendor makes no representation, warranty or guarantee that the Purchaser will be able to purchase residential car parking space(s) within the same Phase as the residential property that the Purchaser is purchasing. Please see Annex A.4 of the Tender Notice for details.

可享有認購該期數或天璽・海發展項目其他(地政總署署長已發出預售樓花同意書的)期數內的**不多於兩個**住戶停車位的權利。賣方不作出任何陳述、承諾或保證買方會獲認購與其購買住宅物業相同期數內的住戶停車位。詳情請參閱招標公告附件A.4。

(TE1)Flexible Payment Plan**(TE1)靈活付款計劃**

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

Where (a) the Purchaser who is an individual and selects the Stamp Duty Express in the Offer Form; or (b) the Purchaser is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s), the Purchaser shall be eligible for the Stamp Duty Express in an amount equal to 4.25% of the Purchase Price. Otherwise, the Tenderer shall not be eligible for the Stamp Duty Express. Please see Annex A.1 for details.

如(a)買方為個人並於要約表格選擇印花稅直送；或(b)買方為香港註冊成立的有限公司及其所有股東及董事均為個人，買方可享有印花稅直送，印花稅直送的金額相等於樓價的4.25%。否則，投標者不會享有印花稅直送。詳情請參閱附件A.1。

2. Family Purchase Cash Rebate (the designated gift, financial advantage or benefit)**家庭購買現金回贈 (指定贈品、財務優惠或利益)**

- only applicable to the Purchaser (who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) being individual(s)) of a residential property with saleable area of less than 1,500 square feet

只適用於實用面積少於 1,500 平方呎的住宅物業之買方及買方為個人或香港註冊成立的有限公司及其所有股東均為個人

The Purchaser who satisfies the conditions as set out in Annex A.2 will be eligible for a cash rebate of 1% of the Purchase Price. Please see Annex A.2 for details.

符合附件 A.2 所列明的條件的買方可獲樓價 1% 的現金回贈。詳情請參閱附件 A.2。

3. SHKP Club Member Cash Rebate (the designated gift, financial advantage or benefit)**新地會會員現金回贈 (指定贈品、財務優惠或利益)**

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, the Purchaser shall be entitled to a cash rebate of HK\$10,000.

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

The Purchaser applies to the Vendor in writing for the SHKP Club Member Cash Rebate at least 30 days before the date of settlement of the balance of the Purchase Price or (if applicable) the estimated material date for the Phase as specified in the Agreement (whichever is earlier). 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.

買方須於付清樓價餘額之日或(如適用) 正式合約內訂明的該期數的預計關鍵日期(以較早者為準)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。

4. Early Settlement Cash Rebate (the designated gift, financial advantage or benefit)
提前付清樓價現金回贈 (指定贈品、財務優惠或利益)

Where the Purchaser:

如買方：

- settles the balance of the Purchase Price within the period(s) specified in the Early Settlement Cash Rebate Table as set out in the Offer Form,
於要約表格所列明的提前付清樓價現金回贈列表中指明的期間內付清樓價餘額，

the Purchaser shall be entitled to an Early Settlement Cash Rebate offered by the Vendor according to the Early Settlement Cash Rebate Table. The date of settlement of the balance of the Purchase Price shall be the date on which all the Purchase Price is received by the Vendor's solicitors. If the last day of the period is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance), the said day shall fall on the next working day.

買方可根據提前付清樓價現金回贈列表獲賣方送出提前付清樓價現金回贈。付清樓價餘額日期以賣方代表律師收到所有樓價款項日期為準。如訂明的期限的最後一日不是工作日(按《一手住宅物業銷售條例》第2(1)條所定義)，則該日定為下一個工作日。

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

買方於擬提前付清樓價餘額日前最少30日，以書面向賣方申請提前付清樓價現金回贈，賣方會於收到申請並證實有關資料無誤後將提前付清樓價現金回贈直接用於支付部份樓價餘額。

5. Loan Offer
貸款優惠

The Purchaser may apply for ONLY ONE of the following loan offers from the Vendor's designated financing company (Honour Finance Company, Limited, which is a related company of the Vendor):

買方可向賣方的指定財務機構（忠誠財務有限公司，為賣方的有聯繫公司）申請以下其中一項貸款優惠：

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

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

The maximum amount of the Standby Second Mortgage Loan shall be 20% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Standby Second Mortgage Loan shall not exceed 80% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. Please see Annex A.3(a) for details.

備用第二按揭貸款的最高金額為淨樓價的 20%，惟第一按揭貸款（由第一按揭銀行提供）及備用第二按揭貸款總金額不可超過淨樓價的 80%，或應繳付之樓價餘額，以較低者為準。詳情請參閱附件 A.3(a)。

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

- only applicable to the Purchaser who is an individual or a limited company incorporated in

Hong Kong with all its shareholder(s) and director(s) being individual(s)
只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人

The maximum amount of Standby First Mortgage Loan shall be 75% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. Please see Annex A.3(b) for details.

備用第一按揭貸款的最高金額為淨樓價的 75%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附件 A.3(b)。

(c) King's Key 120 (the designated gift, financial advantage or benefit)
King's Key 120 (指定贈品、財務優惠或利益)

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

Please see Annex A.3(c) for details.
詳情請參閱附件 A.3(c)。

The term “Net Purchase Price” above means the amount of the Purchase Price of the Property after deducting the amount of the Stamp Duty Express (if any) as set out in paragraph 1, the Family Purchase Cash Rebate (if any) as set out in paragraph 2, the SHKP Club Member Cash Rebate (if any) as set out in paragraph 3 and the Early Settlement Cash Rebate (if any) as set out in paragraph 4.

上文『淨樓價』一詞指該物業之樓價扣除第 1 段所述的印花稅直送的金額（如有）、第 2 段所述的家庭購買現金回贈（如有）、第 3 段所述的新地會會員現金回贈（如有）及第 4 段所述的提前付清樓價現金回贈（如有）後的金額。

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

Without affecting the Purchaser's rights under the Agreement, the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of issuance of the certificate of compliance or consent to assign in respect of the Phase (whichever is earlier) rectify any defects to the Property.

在不影響買方於正式合約下之權利的前提下，凡該物業有欠妥之處，買方可於該期數的滿意紙或轉讓同意書發出日(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 landscaping and potted plants (if any).

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）。

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

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

Option to Purchase Residential Car Parking Space(s)
認購住戶停車位的權利

(a) The Purchaser of any one residential property set out in Table 1 below shall:

購買列於以下表1內任何一個住宅物業之買方：

Table 1

表1

Tower 座數	Floor 樓層	Flat 單位
Tower 7 第7座	2/F - 3/F, 5/F - 12/F, 15/F - 23/F, 25/F - 26/F 2樓至3樓、5樓至12樓、15樓至23樓、25樓至26樓	A
		B

(if the Purchaser has completed the sale and purchase of the Property)

(如買方已完成該物業的買賣交易)

have an option to purchase **one** residential car parking spaces in the Phase or other phase(s) of Cullinan Harbour Development in respect of which presale consent(s) has/have been issued by the Director of Lands. The Vendor makes no representation, warranty or guarantee that the Purchaser will be able to purchase residential car parking space(s) within the same Phase as the residential property that the Purchaser is purchasing. Please see Annex A.4 of the Tender Notice for details.

可享有認購該期數或天璽・海發展項目其他(地政總署署長已發出預售樓花同意書的)期數內的一個住戶停車位的權利。賣方不作出任何陳述、承諾或保證買方會獲認購與其購買住宅物業相同期數內的住戶停車位。詳情請參閱招標公告附件A.4。

- (b) The Purchaser of any one residential property set out in Table 2 below shall:

購買列於以下表2內任何一個住宅物業之買方：

Table 2

表2

Tower 座數	Floor 樓層	Flat 單位
Tower 7 第7座	27/F – 28/F 27樓至28樓	Skyplex

(if the Purchaser has completed the sale and purchase of the Property)

(如買方已完成該物業的買賣交易)

have an option to purchase **not more than two** residential car parking spaces in the Phase or other phase(s) of Cullinan Harbour Development in respect of which presale consent(s) has/have been issued by the Director of Lands. The Vendor makes no representation, warranty or guarantee that the Purchaser will be able to purchase residential car parking space(s) within the same Phase as the residential property that the Purchaser is purchasing. Please see Annex A.4 of the Tender Notice for details.

可享有認購該期數或天璽・海發展項目其他(地政總署署長已發出預售樓花同意書的)期數內的不多於兩個住戶停車位的權利。賣方不作出任何陳述、承諾或保證買方會獲認購與其購買住宅物業相同期數內的住戶停車位。詳情請參閱招標公告附件A.4。

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

- **only applicable to (a) the Purchaser who is an individual and selects the Stamp Duty Express in the Offer Form; or (b) the Purchaser who is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)**
只適用於(a)買方為個人並在要約表格選擇印花稅直送；或(b)買方為香港註冊成立的有限公司及其所有股東及董事均為個人
- (I) Subject to the settlement of the Purchase Price in accordance with the Agreement, the Purchaser shall be eligible for the 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 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 and (where required by the Stamp Duty Ordinance) the preliminary agreement for sale and purchase.
在買方按正式合約付清樓價的情況下，買方可享有「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的主要責任，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。
- (II) 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, 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 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) or the purchase of the Property shall be considered by the Stamp Office to form part of a larger transaction or series of transactions, the amount of the Stamp Duty Express will not be adjusted as a result thereof and the Vendor is no longer required to pay any additional stamp duty for 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）或本物業的購買被印花稅署視為構成一宗更大交易或一系列交易的一部分，「印花稅直送」的金額亦不會因此而調整，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, 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，即使政府還沒有退還AVD。
- (IV) If the Purchaser is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s),

如買方為香港註冊成立的有限公司及其所有股東及董事均為個人，

- The Purchaser shall provide the Vendor with details of all shareholders and all directors of the Purchaser as at the date of the Preliminary Agreement, the date of signing of the Agreement and the date of payment of balance of purchase price of the Property.

買方須向賣方提供於臨時合約日期、於簽署正式合約日期及於支付樓價餘額日期當天的所有股東和所有董事的詳細資料。

- All shareholders and all directors of the Purchaser shall provide a guarantee and indemnity (in the form prescribed by the Vendor without amendments) regarding refund of the “Stamp Duty Express” and other matters relating to “Stamp Duty Express” to the Vendor upon signing of the Preliminary Agreement.

於簽署臨時合約之時，買方的所有股東及所有董事須向賣方提供有關退還「印花稅直送」及有關「印花稅直送」的其他事項的擔保及彌償（按賣方規定的格式及不得作出修改）。

- There shall not be any changes (including any reduction, increase, substitution or replacement) in the shareholder structure and/or the directorship of the Purchaser at any time prior to (and including) the date of payment of balance of purchase price of the Property without the Vendor’s prior written consent. If there are any such changes at any time prior to (and including) the date of payment of balance of purchase price of the Property without the Vendor’s prior written consent, the Purchaser shall no longer be eligible for the Stamp Duty Express. The Purchaser shall forthwith refund the full amount of the Stamp Duty Express to the Vendor. The Vendor will also not apply the remaining amount of the Stamp Duty Express (if any) (as a cash rebate) for part payment of the balance of the Purchase Price of the Property directly.

於支付樓價餘額的日期前（包括該日期），買方的股東結構及／或董事於沒有得到賣方的事先書面同意下不得有任何變動（包括減少、增加、取代或更換）。如於樓價餘額的日期前（包括該日期）發生任何此類變動，買方將不再符合資格享有「印花稅直送」，買方須立即將「印花稅直送」的全額退還給賣方。賣方亦不會將「印花稅直送」的剩餘金額（如有）（作為現金回贈）直接用於支付該物業的部份樓價餘額。

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

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

- (VI) 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。

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

「印花稅直送」受其他條款及細則約束。

Annex A.2 Family Purchase Cash Rebate (the designated gift, financial advantage or benefit)
附件 A.2 家庭購買現金回贈 (指定贈品、財務優惠或利益)

- **only applicable to the Purchaser (who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) being individual(s)) of a residential property with saleable area of less than 1,500 square feet**

只適用於實用面積少於 1,500 平方呎的住宅物業之買方及買方為個人或香港註冊成立的有限公司及其所有股東均為個人

- (I) If the following condition has been satisfied, subject to settlement of the balance of the Purchase Price in accordance with the Agreement, the Purchaser shall be entitled to a Family Purchase Cash Rebate (“Family Purchase Cash Rebate”):

如符合以下條件，買方在按正式合約付清樓價餘額的情況下，可獲家庭購買現金回贈(『家庭購買現金回贈』)：

- (a) before the settlement date of the balance of the Purchase Price of the Property, the Related Purchaser (as defined below)(whether in his/her sole name or together with other individual(s)) has purchased another residential property (“Related Property”) of Cullinan Harbour Development (regardless of the saleable area of the Related Property) and settled the balance of the purchase price of the Related Property; or

於付清該物業樓價餘額日期之前，關聯買方(定義見下文)(不論單獨或連同其他人)已購買天璽・海發展項目內的其他住宅物業(『關聯物業』)(不論關聯物業的實用面積)及付清關聯物業的樓價餘額；或

- (b) after the settlement date of the balance of the Purchase Price of the Property and not later than 31 December 2025, the Related Purchaser has purchased the Related Property and settled the balance of the purchase price of the Related Property; or

於付清該物業樓價餘額之日後及不遲於2025年12月31日，關聯買方(不論單獨或連同其他人)已購買關聯物業及付清關聯物業的樓價餘額；或

- (c) the settlement date of the balance of the Purchase Price of the Property and date of settlement of the balance of the purchase price of the Related Property is on the same date, and both the Purchaser and the Related Purchaser have settled the balance of purchase price on the such date.

該物業的付清樓價餘額之日及關聯物業的付清樓價餘額之日為同一日，而買方及關聯買方已於該日期付清樓價餘額。

The above-mentioned “Related Purchaser” refers to:

上述『關聯買方』指：

Purchaser 買方	Related Purchaser 關聯買方	Relationship 關係
Individual 個人	Individual 個人	<ul style="list-style-type: none"> The Related Purchaser is the Purchaser (or any one of the Purchasers) or the close relative* of the Purchaser (or any one of the Purchasers) 關聯買方為買方(或買方其中一位)或買方(或買方其中一位)的近親*
Individual 個人	Company 公司	<ul style="list-style-type: none"> Any one of the shareholders of the Related Purchaser is the Purchaser (or any one of the Purchasers) or the close relative* of the Purchaser (or any one of the Purchasers) 關聯買方的其中一位股東為買方(或買方其中一位)或買方(或買方其中一位)的近親*
Company 公司	Individual 個人	<ul style="list-style-type: none"> The Related Purchaser (or any one of the Related Purchasers) or the close relative* of the Related Purchaser

		(or any one of the Related Purchasers) is a shareholder of the Purchaser 關聯買方(或關聯買方其中一位)或關聯買方(或關聯買方其中一位)的近親*為買方的股東
Company 公司	Company 公司	<ul style="list-style-type: none"> Any one of the shareholder of the Related Purchaser is the shareholder (or his/her the close relative*) of the Purchaser 關聯買方的其中一位股東為買方的股東 (或其近親*)

*"close relative" refers to spouse, parents (or spouse's parents), children, brothers, sisters, grandparents or grandchildren.

*『近親』指配偶、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。

- (II) The amount of the Family Purchase Cash Rebate shall be equal to 1% of the Purchase Price.
家庭購買現金回贈金額相等於樓價1%。
- (III) For the avoidance of doubt, the Property shall only be entitled to the Family Purchase Cash Rebate once.
為免疑問，該物業只可獲一次家庭購買現金回贈。
- (IV) For the conditions (a) or (c) mentioned in paragraph (I) above, the Purchaser applies to the Vendor in writing for the Family Purchase Cash Rebate at least 30 days before (whichever is earlier) the date of settlement of the balance of the Purchase Price of the Property or (if applicable) the estimated material date for the Phase as specified in the Agreement, and (if applicable) shall provide satisfactory documentary evidence to prove the relationship mentioned in paragraph (I) above. After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the Family Purchase Cash Rebate for part payment of the balance of the Purchase Price of the Property directly.
如屬上述第(I)段所述之(a)或(c)條件，買方於付清該物業樓價餘額之日或(如適用)正式合約內訂明的該期數的預計關鍵日期(以較早者為準)前最少30日，以書面向賣方申請家庭購買現金回贈，並(如適用)須提供令至賣方滿意的書面文件以證明上述第(I)段所述之關係。賣方會於收到申請並證實有關資料無誤後，賣方將家庭購買現金回贈直接用於支付該物業的部份樓價餘額。

For the condition (b) mentioned in paragraph (I) above, the Purchaser applies to the Vendor in writing for the Family Purchase Cash Rebate at least 30 days before (whichever is earlier) the date of settlement of the balance of the purchase price of the Related Property or (if applicable) the estimated material date for the Phase as specified in the Agreement, and (if applicable) shall provide satisfactory documentary evidence to prove the relationship mentioned in paragraph (I) above and information of the bank account of the Purchaser. After the Vendor has received the application and duly verified the information to be correct, the Vendor will deposit the Family Purchase Cash Rebate to the bank account of the Purchaser within 90 days after the settlement date of the balance of the purchase price of the Related Property.

如屬上述第(I)段所述之(b)條件，買方於付清關聯物業樓價餘額之日或(如適用)正式合約內訂明的該期數的預計關鍵日期(以較早者為準)前最少30日，以書面向賣方申請家庭購買現金回贈，並(如適用)須提供令至賣方滿意的書面文件以證明上述第(I)段所述之關係及買方的銀行戶口資料。賣方會於收到申請並證實有關資料無誤後，賣方於付清關聯物業樓價餘額後90日內，將家庭購買現金回贈存入買方的銀行戶口。

- (V) The Family Purchase Cash Rebate is subject to other terms and conditions.
家庭購買現金回贈受其他條款及細則約束。

Annex A.3(a) Standby Second Mortgage Loan (the designated gift, financial advantage or benefit)
附件 A.3(a) 備用第二按揭貸款 (指定贈品、財務優惠或利益)

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

The key terms of a Standby Second Mortgage Loan (“Second Mortgage Loan”) offered by the Vendor’s designated financing company (Honour Finance Company, Limited, which is a related company of the Vendor) (“designated financing company”) are as follows:

賣方的指定財務機構（忠誠財務有限公司，為賣方的有聯繫公司）（『指定財務機構』）提供備用第二按揭貸款（『第二按揭貸款』）之主要條款如下：

- (I) The Purchaser makes a written application to the designated financing company for a Second Mortgage Loan not less than 60 days before (whichever is earlier) the date of settlement of the balance of the Purchase Price or (if applicable) the estimated material date for the Phase as specified in the Agreement. Late loan applications will not be processed by the designated financing company.
買方於付清樓價餘額之日或（如適用）正式合約內訂明的該期數的預計關鍵日期（以較早者為準）前最少60日以書面向指定財務機構申請第二按揭貸款。指定財務機構將不會處理逾期貸款申請。

- (II) The Second Mortgage Loan shall be secured by a second legal mortgage over the Property.
第二按揭貸款以該物業之第二法定按揭作抵押。

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

(只適用於買方為香港註冊成立的有限公司及其所有股東及董事均為個人)

All shareholders and all directors of the Purchaser upon the date of the Letter of Acceptance, shall be the guarantor(s) for the Second Mortgage Loan.

買方於接納書日期的所有股東和所有董事，必須成為第二按揭貸款的擔保人。

- (III) The Property shall only be self-occupied by the Purchaser or (if the Purchaser is a company) its shareholder(s) and/or director(s).
該物業只可供買方或(如買方為公司) 買方的股東及/或董事自住。

- (IV) The maximum amount of the Second Mortgage Loan shall be 20% of the Net Purchase Price as mentioned in the relevant payment plan, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall not exceed 80% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower.
第二按揭貸款的最高金額為有關付款計劃所述之淨樓價的20%，惟第一按揭貸款（由第一按揭銀行提供）及第二按揭貸款總金額不可超過淨樓價的80%，或應繳付之樓價餘額，以較低者為準。

- (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 exceeds 10% of the Net Purchase Price, but 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 1.75% p.a.; or
（如第二按揭貸款的金額超過淨樓價的10%，但不超過淨樓價的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1.75% p.a.；或

- (If the amount of the Second Mortgage Loan does not exceed 10% of the Net Purchase Price) Hong Kong Dollar Best Lending Rate minus 2% p.a.,
(如第二按揭貸款的金額不超過淨樓價的10%) 港元最優惠利率減2% 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 maximum tenor of Second Mortgage Loan shall be 25 years or the tenor of first mortgage loan (offered by the first mortgagee bank), whichever is shorter.
第二按揭貸款年期最長為25年，或第一按揭貸款（由第一按揭銀行提供）之年期，以較短者為準。
- (VII) The Purchaser shall repay the Second Mortgage Loan by monthly instalments.
買方須以按月分期償還第二按揭貸款。
- (VIII) No prepayment penalty for full repayment or partial prepayment is levied.
全數或部分償還不徵收提前償還罰金。
- (IX) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Second Mortgage Loan.
買方須就申請第二按揭貸款支付港幣\$5,000不可退還的申請手續費。
- (X) The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note for the last 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any). The Purchaser and his/her/its guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.
買方及其擔保人（如有）須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及／或銀行紀錄。指定財務機構會對買方及其擔保人（如有）進行信貸審查及評估。買方及其擔保人（如有）必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。
- (XI) The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income.
每月（所有種類）供款總額不可高於每月收入總額的50%。
- (XII) The first mortgagee bank (“the first mortgagee bank”) shall be nominated and referred by the designated financing company and the Purchaser shall obtain consent from the first mortgagee bank to apply for the Second Mortgage Loan. Please note that, the first mortgagee bank has agreed in principle that the designated financing company may offer the Second Mortgage Loan to the Purchaser subject to bank’s credit assessment, and will take into account the terms of the Second Mortgage Loan in accordance with bank’s credit approval.
第一按揭銀行須為指定財務機構所指定及轉介之銀行（『第一按揭銀行』），買方並且須得到第一按揭銀行同意辦理第二按揭貸款。請注意，第一按揭銀行已原則上同意指定財務機構可在銀行信貸評估的基礎上向買方提供第二按揭貸款，並將第二按揭貸款的條款納入銀行的按揭審批考慮。
- (XIII) The first mortgage loan application (offered by the first mortgagee bank) and the Second Mortgage Loan application shall be approved by the relevant mortgagees independently.
第一按揭貸款申請（由第一按揭銀行提供）及第二按揭貸款申請須由有關承按機構獨立審批。

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

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

- (XV) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Second Mortgage Loan. The approval or disapproval of the loan, 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.

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

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

所有第二按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第二按揭貸款的律師費用及代墊付費用。

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

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

賣方無給予或視之為已給予任何就第二按揭貸款之安排及批核的陳述或保證。

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

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

Annex A.3(b) Standby First Mortgage Loan (the designated gift, financial advantage or benefit)
附件 A.3(b) 備用第一按揭貸款 (指定贈品、財務優惠或利益)

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

The key terms of a Standby First Mortgage Loan (“First Mortgage Loan”) offered by the Vendor’s designated financing company (Honour Finance Company, Limited, which is a related company of the Vendor) (“designated financing company”) are as follows:

賣方的指定財務機構（忠誠財務有限公司，為賣方的有聯繫公司）（『指定財務機構』）提供備用第一按揭貸款（『第一按揭貸款』）之主要條款如下：

- (I) The Purchaser makes a written application to the designated financing company for a First Mortgage Loan not less than 60 days before (whichever is earlier) the date of settlement of the balance of the Purchase Price or (if applicable) the estimated material date for the Phase as specified in the Agreement. Late loan applications will not be processed by the designated financing company.
買方於付清樓價餘額之日或（如適用）正式合約內訂明的該期數的預計關鍵日期（以較早者為準）前最少60日以書面向指定財務機構申請第一按揭貸款。指定財務機構將不會處理逾期貸款申請。

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

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

(只適用於買方為香港註冊成立的有限公司及其所有股東及董事均為個人)

All shareholders and all directors of the Purchaser upon the date of the Letter of Acceptance, shall be the guarantor(s) for the First Mortgage Loan.

買方於接納書日期的所有股東和所有董事，必須成為第一按揭貸款的擔保人。

- (III) The Property shall only be self-occupied by the Purchaser or (if the Purchaser is a company) its shareholder(s) and/or director(s).
該物業只可供買方或(如買方為公司) 買方的股東及/或董事自住。

- (IV) The maximum amount of the First Mortgage Loan shall be 75% of the Net Purchase Price as mentioned in the relevant payment plan, provided that the loan amount shall not exceed the balance of Purchase Price payable.

第一按揭貸款的最高金額為有關付款計劃所述之淨樓價的75%，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 exceeds 60% of the Net Purchase Price, but does not exceed 75% 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 1.75% p.a.; or

（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75%）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1.75% p.a.；或

- (If the amount of the First Mortgage Loan does not exceed 60% of the Net Purchase Price) Hong Kong Dollar Best Lending Rate minus 2% p.a.,

(如第一按揭貸款的金額不超過淨樓價的60%) 港元最優惠利率減2% 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 maximum tenor of First Mortgage Loan shall be 25 years.
第一按揭貸款年期最長為25年。
- (VII) The Purchaser shall repay the First Mortgage Loan by monthly instalments.
買方須以按月分期償還第一按揭貸款。
- (VIII) No prepayment penalty for full repayment or partial prepayment is levied.
全數或部分償還不徵收提前償還罰金。
- (IX) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the First Mortgage Loan.
買方須就申請第一按揭貸款支付港幣\$5,000不可退還的申請手續費。
- (X) The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note for the last 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any). The Purchaser and his/her/its guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.
買方及其擔保人(如有)須提供足夠文件證明其還款能力, 包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估。買方及其擔保人(如有)必須提供指定財務機構所要求的資料及文件, 否則貸款申請將不會獲處理。
- (XI) The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income.
每月(所有種類)供款總額不可高於每月收入總額的50%。
- (XII) The First Mortgage Loan application shall be approved by the designated financing company independently.
第一按揭貸款申請須由指定財務機構獨立審批。
- (XIII) **In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor(s) (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/ or the other conditions) as set out in the relevant payment plan.**
指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果, 對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。
- (XIV) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the First Mortgage Loan. The approval or disapproval of the loan, 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。

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

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

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

第一按揭貸款受其他條款及細則約束。

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

賣方無給予或視之為已給予任何就第一按揭貸款之安排及批核的陳述或保證。

Annex A.3(c) King's Key 120 (the designated gift, financial advantage or benefit)
附件 A.3(c) King's Key 120 (指定贈品、財務優惠或利益)

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

The Purchaser can apply to the Vendor's designated financing company (Honour Finance Company, Limited, which is a related company of the Vendor) ("designated financing company") for the King's Key 120 ("Payment Financing"). Key terms are as follows:

買方可向賣方的指定財務機構(忠誠財務有限公司，為賣方的有聯繫公司) (『指定財務機構』) 申請King's Key 120 (『樓價貸款』)，主要條款如下：

- (I) The Purchaser makes a written application to the designated financing company for a Payment Financing not less than 60 days before (whichever is earlier) the date of settlement of the balance of the Purchase Price or (if applicable) the estimated material date for the Phase as specified in the Agreement. Late loan applications will not be processed by the designated financing company.
買方於付清樓價餘額之日或(如適用)正式合約內訂明的該期數的預計關鍵日期(以較早者為準)前最少60日以書面向指定財務機構申請樓價貸款。指定財務機構將不會處理逾期貸款申請。

- (II) The Payment Financing shall be secured by a first legal mortgage over the Property and a first legal mortgage over one (or more) Hong Kong residential property(ies) ("Existing Property"). The following are the basic requirements of the Existing Property:
樓價貸款必須以該物業之第一法定按揭及一個(或以上)香港住宅物業(『現有物業』)之第一法定按揭作為抵押。以下為現有物業的基本要求：

- (only applicable to the Purchaser who is an individual)
(只適用於買方為個人)

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 held by individual name.

現有物業的註冊業主(或其中一位註冊業主)必須為買方(或買方其中一位)或買方的近親(即配偶、父母(或配偶的父母)、子女、兄弟、姊妹、祖父母、外祖父母、孫、孫女、外孫或外孫女)或買方其中一位的近親及以個人名義持有。

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

(只適用於買方為香港註冊成立的有限公司及其所有股東及董事均為個人)

The registered owner of the Existing Property (or any one of the registered owners) must be the shareholder/director (or his/her close relative) of the Purchaser and held by individual name; and all shareholders and all directors of the Purchaser upon the date of the Letter of Acceptance, shall be the guarantor(s) for the Payment Financing; and

現有物業的註冊業主(或其中一位註冊業主)必須為買方的股東／董事(或其近親)及以個人名義持有；及買方於接納書日期的所有股東和所有董事，必須成為樓價貸款的擔保人；及

- The title to the Existing Property is good; and
現有物業的業權良好；及
- The Existing Property is not leased out; and
現有物業沒有出租；及

- The Existing Property is not subject to any mortgage or incumbrance other than bank mortgage; and
現有物業沒有銀行按揭以外的其他按揭或產權負擔；及
- The Existing Property is not a village-type house, nor a residential property in a single block with an Occupation Permit issued before 1980, nor property which is subject to alienation restrictions and nor non-estate-type property situated on the outlying islands, etc.; and
現有物業不屬於村屋、1980年前發出入伙紙的單幢式住宅物業、有轉讓限制的物業或非屋苑式的離島物業等；及
- The value of the Existing Property must satisfy the following requirement:
現有物業的價值必須符合以下要求：

At the time of application for the Payment Financing: 於申請樓價貸款時：	The designated financing company's (total) valuation of the Existing Property(ies) ("Valuation") 指定財務機構估算現有物業的（總）價值（『估算價值』）
The Existing Property or (if more than one Existing Property) all Existing Properties does (do) not have any mortgage 現有物業或（如多於一個現有物業）全部現有物業沒有任何按揭	The (total) Valuation of the Existing Property is 60% of the Purchase Price or above 現有物業的（總）估算價值為樓價60%或以上
The Existing Property or (if more than one Existing Property) any one or more of the Existing Property(ies) is (are) mortgaged to a bank 現有物業或（如多於一個現有物業）任何一個或以上現有物業有銀行按揭	The (total) Valuation of the Existing Property is 80% of the Purchase Price or above 現有物業的（總）估算價值為樓價80%或以上

Notwithstanding that the above requirements might have been met, the designated financing company reserves the right not to accept the Existing Property as security.
儘管符合上述要求，指定財務機構保留權利不接受現有物業作為抵押品。

- (III) The Property shall only be self-occupied by the Purchaser or (if the Purchaser is a company) its shareholder(s) and/or director(s).
該物業只可供買方或(如買方為公司) 買方的股東及/或董事自住。
- (IV) The Payment Financing shall be fully drawn in one lump sum and shall only be applied for payment of the balance of Purchase Price ("Tranche A") and (if applicable) repayment of the mortgage loan of the Existing Property ("Tranche B"). If the mortgage loan of the Existing Property cannot be fully repaid by the Payment Financing, the registered owner of the Existing Property shall arrange his/her/its own funds to fully repay the mortgage loan of the Existing Property.
樓價貸款必須一次過全部提取，並只可用於繳付樓價餘額（『A部份』）及（如適用）償還現有物業的按揭貸款（『B部份』）。如樓價貸款不足以償清現有物業的按揭貸款，現有物業的註冊業主須自行安排資金以償清現有物業的按揭貸款。
- (V) The maximum amounts of the Payment Financing are as follows:
樓價貸款的最高金額如下：

Tranche A: for payment of the balance of the Purchase Price

A 部份：用於繳付樓價餘額

	The maximum amounts of the Payment Financing for payment of the balance of the Purchase Price
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The (total) valuation of the Existing Property(ies) 現有物業的（總）估算價值	用於繳付樓價餘額的樓價貸款的最高金額	
	If at least one of the Existing Property is a development of Sun Hung Kai Properties Limited, which was built in or after 1990 如最少一個現有物業為新鴻基地產發展有限公司於1990年或以後落成之發展項目	Otherwise 其他情況
60% of the Purchase Price or above, but less than 70% of the Purchase Price 樓價60%或以上，但少於樓價70%	85% of the Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. 樓價的85%，惟貸款金額不可超過應繳付之樓價餘額。	80% of the Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. 樓價的80%，惟貸款金額不可超過應繳付之樓價餘額。
70% of the Purchase Price or above 樓價70%或以上	95% of the Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. 樓價的95%，惟貸款金額不可超過應繳付之樓價餘額。	90% of the Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. 樓價的90%，惟貸款金額不可超過應繳付之樓價餘額。

Tranche B (if applicable): for repayment of the mortgage loan of the Existing Property
B部份（如適用）：用於償還現有物業的按揭貸款

The (total) valuation of the Existing Property(ies) 現有物業的（總）估算價值	The maximum amounts of the Payment Financing for repayment of the mortgage loan of the Existing Property 用於償還現有物業的按揭貸款的樓價貸款的最高金額
80% of the Purchase Price or above, but less than 90% of the Purchase Price 樓價80%或以上，但少於樓價90%	10% of the Purchase Price, provided that the loan amount shall not exceed the balance of the mortgage loan of the Existing Property. 樓價的10%，惟貸款金額不可超過現有物業的按揭貸款餘額。
90% of the Purchase Price or above, but less than 100% of the Purchase Price 樓價90%或以上，但少於樓價100%	20% of the Purchase Price, provided that the loan amount shall not exceed the balance of the mortgage loan of the Existing Property. 樓價的20%，惟貸款金額不可超過現有物業的按揭貸款餘額。
100% of the Purchase Price or above 樓價100%或以上	25% of the Purchase Price, provided that the loan amount shall not exceed the balance of the mortgage loan of the Existing Property. 樓價的25%，惟貸款金額不可超過現有物業的按揭貸款餘額。

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

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

- (VI) Interest rate shall be 2.88% p.a.. The final interest rate will be subject to approval by the designated financing company.

利率為2.88% p.a.。最終利率以指定財務機構認可而定。

(VII) The maximum tenor of the Payment Financing shall be 24 months.

樓價貸款的期限最長為24個月。

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

買方須以以下方式償還樓價貸款：

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

每月供款相當於（視情況而定）：

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

樓價0.38%（如樓價貸款的金額為樓價90%或以下）；或

▪ 0.5% of the Purchase Price (if the amount of the Payment Financing is over 90% of the Purchase Price)

樓價0.5%（如樓價貸款的金額為樓價90%以上）

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

先用於支付利息，餘款用於償還樓價貸款；及

(b) fully repay the balance of the Payment Financing and interest on the maturity date.

於到期日，全數償還樓價貸款餘款及利息。

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

全數或部分償還不徵收提前償還罰金。

(X) The Purchaser may apply to the designated financing company for the Extended Loan as set out in Annex A.3(d) for repayment of the Tranche A of the Payment Financing upon the maturity date of the Payment Financing. The maximum amount of the Extended Loan shall be:

買方可向指定財務機構申請附件A.3(d)所述的延續貸款，於樓價貸款到期日用以償還樓價貸款的貸款A部份。延續貸款的最高金額為：

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

The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her/its guarantor (if any). Please see Annex A.3(d) for details.

指定財務機構會因應買方及其擔保人（如有）的信貸評估結果，對貸款金額作出調整。詳情請參閱附件 A.3(d)。

- (XI) The Purchaser is required to provide necessary documents upon request from the designated financing company, including without limitation, credit report, repayment record and/or banking record. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any). The Purchaser shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed. 買方須提供指定財務機構所需文件，包括但不限於在指定財務機構要求下提供信貸報告、還款紀錄及／或銀行紀錄。指定財務機構會對買方及其擔保人（如有）進行信貸審查及評估。買方必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。
- (XII) The Purchaser is required to provide sufficient documents to prove his/her/its repayment ability (including monthly instalments and the repayment on maturity). 買方須提供足夠文件證明其還款能力（包括每月供款及到期還款）。
- (XIII) The Payment Financing application shall be approved by the designated financing company independently. 樓價貸款申請須由指定財務機構獨立審批。
- (XIV) **In accordance with the result of credit check and assessment of the Purchaser and his/her/ 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 the other conditions) as set out in the relevant payment plan.** 指定財務機構會因應買方及其擔保人（如有）的信貸審查及評估結果，對有關付款計劃所述的貸款條款（包括但不限於貸款金額、利率、年期及／或其他條件）作出調整。
- (XV) The Purchaser is advised to enquire with the designated financing company about the purpose and details of the loan. The approval or disapproval of the loan, the approved loan amount of the loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement. 買方敬請向指定財務機構查詢有關貸款用途及詳情。貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。
- (XVI) All legal documents of the Payment Financing shall be prepared by the Vendor's solicitors and signed at the office of the Vendor's solicitors. The Purchaser will not be charged any handling fee or legal fee for processing the loan application (except that the expenses for obtaining any missing title deeds (if any) in order to prove good title of the Existing Property shall be borne by the Purchaser). If the Purchaser shall instruct his/her/its own solicitors to act for him/her/it for the Payment Financing, the Purchaser shall bear his/her/its own solicitors' relevant costs and disbursements. If the Existing Property is mortgaged, the Purchaser shall instruct his/her/its own solicitors to handle the release of the mortgage and bear his/her own solicitors' relevant costs and disbursements. 所有樓價貸款的法律文件須由賣方代表律師準備，並於賣方代表律師的辦事處簽署。買方無須支付任何申請貸款的手續費或法律費用（惟買方須自行支付為證明其現有物業良好業權之補契費用（如有））。如買方就樓價貸款另行自聘律師作為其代表律師，買方須負責其代表律師有關費用及代墊付費用。如現有物業有按揭，買方須自行聘請律師辦理解除按揭手續並支付相關律師費用及代墊付費用。
- (XVII) The Payment Financing is subject to other terms and conditions. 樓價貸款受其他條款及細則約束。

(XVIII) No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement or 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安排或批核的陳述或保證。

Annex A.3(d)
附件 A.3(d)

Extended Loan (the designated gift, financial advantage or benefit)
延續貸款 (指定贈品、財務優惠或利益)

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

- (I) The Purchaser makes a written application to the designated financing company (Honour Finance Company, Limited, which is a related company of the Vendor) (“designated financing company”) for the Extended Loan (“Extended Loan”) not less than 60 days before the maturity date of the relevant loan (refer to King’s Key 120 as set out in Annex A.3(c)). Late loan applications will not be processed by the designated financing company.

買方於有關貸款（指附件 A.3(c)所述之 King’s Key 120）的到期日前最少 60 日以書面方式向指定財務機構（忠誠財務有限公司，為賣方的有聯繫公司）（『指定財務機構』）申請延續貸款（『延續貸款』）。指定財務機構將不會處理逾期貸款申請。

- (II) The Extended Loan shall be secured by the first legal mortgage(s) as per the requirement at the time of application for the relevant loan.

延續貸款必須以有關貸款申請時所要求的第一法定按揭作為抵押。

All guarantors for the relevant loan shall be the guarantor(s) for the Extended Loan.
有關貸款的所有擔保人，必須成為延續貸款的擔保人。

- (III) The Property shall only be self-occupied by the Purchaser or (if the Purchaser is a company) its shareholder(s) and/or director(s).

該物業只可供買方或(如買方為公司) 買方的股東及/或董事自住。

- (IV) The maximum amount of the Extended Loan shall be as mentioned in Annex A.3(c).

延續貸款的最高金額請參閱附件 A.3(c)。

- (V) Interest rate for the first 12 months shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited (“Hong Kong Dollar Best Lending Rate”) minus 0.5% 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.

首12個月之利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率（『港元最優惠利率』）減0.5% p.a.，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 maximum tenor of the Extended Loan shall be 20 years.

延續貸款年期最長為 20 年。

- (VII) The Purchaser shall repay the Extended Loan by monthly instalments.

買方須以按月分期償還延續貸款。

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

全數或部分償還不徵收提前償還罰金。

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

買方須就申請延續貸款支付港幣\$5,000不可退還的申請手續費。

- (X) The Purchaser and his/her/ its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong

Tax Demand Note for the last 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any). The Purchaser and his/her/its guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

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

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

每月（所有種類）供款總額不可高於每月收入總額的 50%。

- (XII) The Extended Loan application shall be approved by the designated financing company independently.

延續貸款申請須由指定財務機構獨立審批。

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

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

- (XIV) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Extended Loan. The approval or disapproval of the loan, 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。

- (XV) 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/ 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 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。

- (XVI) The Extended Loan is subject to other terms and conditions.

延續貸款受其他條款及細則約束。

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

賣方無給予或視之為已給予任何就延續貸款之安排及批核的陳述或保證。

Annex A.4 Option to Purchase Residential Car Parking Space(s)
附件 A.4 認購住戶停車位權利

- (I) The Purchaser shall exercise his/her/its option 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 option 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、條款及方法行使其認購住戶停車位的權利，否則其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 Vendor makes no representation, warranty or guarantee that the Purchaser will be offered the residential car parking space(s) within the same Phase as the Property.
賣方不作出任何陳述、承諾或保證買方會獲認購與該物業相同期數內的住戶停車位。
- (III) 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。
- (IV) The option to Purchase Residential Car Parking Space(s) is subject to other terms and conditions (including but not limited to terms and conditions of land grant).
認購住戶停車位權利受其他條款及細則（包括但不限於土地批出的條款及細則）約束。