

This template of tender documents is applicable to the Sales Arrangements of
the following number(s):

此招標文件範本適用於以下編號之銷售安排

銷售安排第 43 號

Sales Arrangements No.43

This template of tender documents is only a template and for reference only,
and is not for use for submitting a tender. Persons who are interested in
submitting a tender shall make reference to the Sales Arrangements
concerned and collect the tender documents of the property (ies) concerned.

此招標文件只屬範本，僅供參考，並不適用於入標，有興趣入標之人士請參考相關銷售安排並索取相關物業之招標文件。

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY
BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of the following property:-

**House _____
of Crescent Green, 3 Ko Po Path, New Territories**

**Tender commences at 12:00 noon on 3 January 2023 and at 1:00 p.m. every day from 4 January 2023 until 31 March 2023
(both days inclusive) (but excluding Saturdays, Sundays and public holidays)**

and

**closes at 5:00 p.m. every day from 3 January 2023 until 31 March 2023 (both days inclusive) (but excluding Saturdays,
Sundays and public holidays)
(unless previously withdrawn or sold)**

Tenders must be submitted during hours between 12:00 noon and 5:00 p.m. on **3 January 2023** or between 1:00 pm and 5:00 p.m. from **4 January 2023** to **31 March 2023** (both days inclusive) (but excluding Saturdays, Sundays and public holidays) to the Tender Box labelled “**Public Tender For Crescent Green**” placed at 5/F, Tower 6, The Gateway, 9 Canton Road, Tsimshatsui, Kowloon in a plain envelope and clearly marked “**Tender of House _____ of Crescent Green**”.

**Vendor : POWER TRUTH DEVELOPMENT LIMITED (威良發展有限公司)
Suite 501, 5th Floor, Tower 6, The Gateway, 9 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong**

**Vendor's solicitors : DEACONS
6th Floor, Alexandra House, 18 Charter Road, Central, Hong Kong
Tel.: +852 2825 9597 Fax: +852 2521 1926**

招標文件

公開招標承投購買物業

現招標承投購買以下物業，即：

新界高埔徑 3 號山水盈

洋房 _____ 號

招標開始日期及時間為 2023 年 1 月 3 日中午 12 時正及由 2023 年 1 月 4 日起至 2023 年 3 月 31 日(包括首尾兩天但除星期六、星期日及公眾假期外)每日下午 1 時正

而招標截止日期及時間為 2023 年 1 月 3 日起至 2023 年 3 月 31 日(包括首尾兩天但除星期六、星期日及公眾假期外)每日下午 5 時正

(但若在招標截止時限之前物業已被撤回或出售則除外)

投標書須在 2023 年 1 月 3 日中午 12 時正至下午 5 時正或 2023 年 1 月 4 日至 2023 年 3 月 31 日(包括首尾兩日但除星期六、星期日及公眾假期外)每日下午 1 時正至下午 5 時正的時間內放入普通信封內，信封面上清楚註明「山水盈洋房 _____ 號招標」，放入位於香港九龍尖沙咀廣東道 9 號港威大廈第 6 座 5 樓擺放的標示為「山水盈公開招標」的投標箱內。

賣方：威良發展有限公司 (POWER TRUTH DEVELOPMENT LIMITED)
香港九龍尖沙咀廣東道 9 號港威大廈第 6 座 5 樓 501 室

賣方律師：的近律師行
香港中環遮打道 18 號歷山大廈六樓
電話: +852 2825 9597 傳真: +852 2521 1926

Part 1: TENDER NOTICE

第 1 部份: 招標公告

1. Definition

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，除文意另有所指或所需，下列詞語應具有下列含義：

- (a) **"Acceptance Period"** means the period between the tender commencement date and the **14th** day after the tender closing date (both days inclusive).
「承約期間」指由招標開始日期至招標截止日期後的第 **14** 日(包括首尾兩日)。
- (b) **"Agreement"** means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 5 of the Conditions of Sale.
「正式合約」指賣方與買方根據出售條款第 5 條擬簽訂的該物業的正式買賣合約。
- (c) **"Conditions of Sale"** means the Conditions of Sale set out in Part 2 of this Tender Document.
「出售條款」指本招標文件第 2 部份的出售條款。
- (d) **"Letter of Acceptance"** means the Vendor's letter regarding acceptance of the Tenderer's tender pursuant to paragraph 3(b) of the Tender Notice.
「接納書」指賣方根據招標公告第 3(b)段接納投標者的投標書的書面通知。
- (e) **"Offer Form"** means the Offer Form set out in Part 3 of this Tender Document.
「要約表格」指本招標文件第 3 部份的要約表格。
- (f) **"Property"** means House ____ of Crescent Green, 3 Ko Po Path, New Territories.
「該物業」指新界高埔徑 3 號山水盈洋房 ____ 號。
- (g) **"Purchase price"** means the purchase price specified in the Offer Form.
「樓價」指要約表格中訂明的樓價。
- (h) **"Purchaser"** means the successful Tenderer whose tender in respect of the Property is accepted by the Vendor.
「買方」指中標者，其對該物業的投標書獲得賣方接納。
- (i) **"Tender Document"** means this Tender Document (comprising Tender Invitation and Tender Notice but does not include the Annex).
「招標文件」指本招標文件(由招標承投及招標公告組成，但不包括附件)。
- (j) **"Tender Notice"** means this Tender Notice.
「招標公告」指本招標公告。
- (k) **"Tenderer"** means the person who is specified in the Offer Form as the tenderer.
「投標者」指要約表格中訂明為投標者的人士。
- (l) **"Vendor"** means Power Truth Development Limited.
「賣方」指威良發展有限公司。
- (m) **"Vendor's solicitors"** means Messrs. Deacons.
「賣方律師」指的近律師行。

2. Procedure of Tender

招標程序

- (a) The Vendor invites tenders for the purchase of the Property 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買該物業。
- (b) 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。
- (c) The Vendor reserves the right to, at any time before the closing date and time of the tender, 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納任何已遞交的投標書。
- (d) The Vendor reserves the right, at any time before acceptance of a tender, to withdraw the Property from sale or to sell or dispose of the Property or any part of it 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該物業不予出售，或將該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。
- (e) The Vendor reserves the right to adjust the closing date and time of the tender. Any adjustment of the closing date and time of the tender will be posted at 5/F, Tower 6, The Gateway, 9 Canton Road, Tsimshatsui, Kowloon. The Vendor is not obliged to separately notify the Tenderers of such adjustment.
賣方保留權利更改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香港九龍尖沙咀廣東道 9 號港威大廈第 6 座 5 樓審。賣方無須就更改招標截止日期及時間另行通知投標者。
- (f) 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。
- (g) A tender must be:-
投標書必須：
- i. 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；
 - ii. accompanied with the following documents:-
連同以下文件：
- (i) Cashier's order(s)
銀行本票

One or more cashier's order(s) in the aggregate amount of 5% of the purchase price and made payable to "DEACONS" or "的近律師行" issued by a bank duly licensed under section 16 of the Banking Ordinance.
一張或多張銀行本票，總金額為樓價的 5%，抬頭為「DEACONS」或「的近律師行」，銀行本票須由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發。
 - (ii) Tenderer's identification document
投標者的身份證明文件

If the Tenderer is or comprises individual(s), copy of the HKID Card/Passport of each individual of the Tenderer.
如投標者是個人或由個人組成，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, copy of the Certificate of Incorporation and the Business Registration Certificate of the Tenderer and copies of the latest register of directors and annual return of the Tenderer.
如投標者為公司，投標者的公司註冊證明書及商業登記證的複印本，以及投標者最近期的董事登記冊及周年申報表的複印本。

(iii) 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) 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) Declaration of Relationship with the Vendor 與賣方關係的聲明
- (2) Warning to Purchasers 對買方的警告
- (3) Declaration regarding Intermediary (if applicable) 關於中介人的聲明 (如適用)
- (4) Declaration regarding No Intermediary (if applicable) 關於並無中介人的聲明 (如適用)
- (5) Notice to customers relating to direct marketing and the Personal Data (Privacy) Ordinance
客戶推廣及個人資料(私隱)條例的通知
- (6) Acknowledgement Letter regarding Occupation before Completion Benefit (if applicable)
先住後付優惠確認函(如適用)

Please do NOT date any of the documents mentioned in this sub-paragraph (iv).
請不要於本第(iv)分段所述的任何文件內填上日期。

- iii. enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "**Tender of House on of Crescent Green**"; and
放入普通信封內，信封面上書明賣方收啟，並清楚註明「**山水盈洋房__號招標**」；及
- iv. placed in the Tender Box labelled "**Public Tender For Crescent Green**" placed at 5/F, Tower 6, The Gateway, 9 Canton Road, Tsimshatsui, Kowloon from the commencement date and time of submission of tender and at or before the closing date and time of submission of tender set out below:
從下述招標開始日期及時間起至招標截止日期及時間止放入位於九龍尖沙咀廣東道 9號港威大廈第6座5樓擺放並標示為「**山水盈公開招標**」的投標箱內：

Commencement date and time of the tender:

招標開始日期及時間:

12:00 noon on 3 January 2023 and 1:00 p.m. on every day from 4 January 2023 until 31 March 2023 (both days inclusive) (but excluding Saturdays, Sundays and public holidays)
2023年1月3日中午12時正及2023年1月4日起至2023年3月31日(包括首尾兩日但除星期六、星期日及公眾假期外)每日下午1時正

Closing date and time of the tender:

招標截止日期及時間:

5:00 p.m. on every day from 3 January 2023 until 31 March 2023 (both days inclusive)(but excluding Saturdays, Sundays and public holidays)

- (h) All cashier's order(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's order(s) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the purchase price. All other cashier's orders 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，所有銀行本票均不會予以兌現。如某份投標書獲接納，隨該投標書附上的銀行本票將視作臨時訂金，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。

- (i) i. 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. The Vendor does NOT accept any person to act as an agent, attorney, nominee, representative, trustee of the Tenderer, save and except as permitted under clause 18 of the Conditions of Sale.

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。除出售條款第18條另有批准外，賣方不接受任何人以代理人、獲授權人、被提名人、代表、信託人身份代表投標者行事。

- ii. 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。

- iii. The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of letter regarding the acceptance of tender or return of cashier's order(s).

要約表格中指明的香港通訊地址將會是收取接受投標書信函或退回銀行本票的地址。

- (j) i. In consideration of the invitation of tender by the Vendor and the promise by the Vendor mentioned in sub-paragraph (j) ii. 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 (j) ii. 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。投標書根據本招標公告的程序一經遞交，投標者即不可撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。

- ii. In consideration of the provision referred to in sub-paragraph (j) i. 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 (j) i. 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

接納投標

- (a) If a tender is accepted, the successful Tenderer shall become the Purchaser of the Property.

投標書如獲接納，中標者即成為該物業之買方。

- (b) 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。

- (c) 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 between 12 noon to 6 p.m. from 3 January 2023 on Mondays to Fridays (Excluding public holidays) at 5/F, Tower 6, The Gateway, 9 Canton Road, Tsimshatsui, Kowloon. 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.

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由2023年1月3日開始(星期一至星期五，不包括公眾假期)由中午12時正至下午6時正在香港九龍尖沙咀廣東道9號港威大廈第6座5樓審閱。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。

4. Miscellaneous

其他事項

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

投標者宜注意，賣方只會回答關於該物業的一般問題，而不會就本招標文件或關於該物業的法例條文提供法律或其他意見。

- (b) Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor 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。任何該等陳述或行動並不構成或視作構成本招標文件或正式合約的一部份。任何該等陳述或行動並不(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。

- (c) 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。

- (d) 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. In these Conditions of Sale, terms defined in the Tender Notice shall have the same meaning when used herein unless otherwise defined below:-
除非招標公告另有定義，在本出售條款中，下列詞語應具有下列含義：
“Development” means Crescent Green, 3 Ko Po Path, New Territories.
「發展項目」指新界高埔徑 3 號山水盈。
“this Preliminary Agreement” means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document.
「本臨時合約」指買方根據招標文件遞交投標書，以及賣方根據招標文件的接納書而訂立的合約。
2. The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price and on the terms and conditions contained in this Preliminary Agreement.
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出售該物業，而買方須以樓價並按本臨時合約所載條款購買該物業。
3. Save and except the preliminary deposit, all deposit(s), part payment and further part payment(s) of the purchase price and balance of the purchase price shall be made by cashier's order(s) and/or cheque(s) certified good for payment in favour of the Vendor's Solicitors. All payments of the purchase price shall be paid at or before 4:30 p.m. Mondays to Fridays.
除臨時訂金外，所有訂金、部份售價、加付部份售價及售價餘款必須以抬頭寫上賣方律師的銀行本票及／或保付支票支付。所有樓價付款必須於星期一至五下午四時半前繳付。
4. The sale and purchase shall be completed at the office of the Vendor's Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) on or before the completion date.
買賣須在成交日期或之前的於辦公時間(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。
5. 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 on which this Preliminary Agreement is signed (i.e. the date of the Letter of Acceptance); and
由買方於本臨時合約的簽署日期(即接納書的日期)之後的第五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 on which this Preliminary Agreement is signed (i.e. the date of the Letter of Acceptance).
由賣方於本臨時合約的簽署日期(即接納書的日期)之後的第八個工作日或之前簽立。
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. 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。
8. 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。
9. The buyer's 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買家印花稅(如有的話)，由買方承擔。
10. The Purchaser shall attend the offices of the Vendor's Solicitors and bring along with him or her the Tender Document and the Letter of Acceptance within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence):
買方須於接納書的日期之後的五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。)：
 - (a) to sign the Agreement in such form as prepared by the Vendor's Solicitors in respect of which none of the terms of the Agreement is permitted to be altered in any way;
簽署一份由賣方律師訂定的正式合約，該合約內容一概不能更改；
 - (b) to pay the sum above-mentioned as being due on signing of the Agreement (if any); and
同時支付本臨時合約上列明的須於簽立正式合約時繳付之款項(如有)；並
 - (c) to pay all stamp duties payable on the Agreement.

同時支付正式合約之所有印花稅。

11. If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed(i.e. the date of the Letter of Acceptance):-
如買方沒有在本臨時合約的簽署日期(即接納書的日期)之後的 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。
12. In the event of breach of any terms and conditions in this Preliminary Agreement or the Agreement by the Purchaser, subject to clause 11 above but without prejudice to the Vendor's right of forfeiture of up to 10% of the purchase price under the Agreement, the Vendor is entitled to retain any deposit and part payment(s) of the purchase price received from the Purchaser (which may be more than 10% of the purchase price) and apply the same towards the damages recoverable by the Vendor under the Agreement.
如買方違反本臨時合約或正式合約內之條款，受限於上述第 9 條但不損害賣方在正式合約下沒收售價最多百分之十的權利的原則下，賣方有權保留從買方收到的任何訂金和部分售價(可多於售價的百分之十)，以支付在正式合約下賣方可獲得的賠償。
13. The measurements of the Property are as follows: Please refer to the attached Schedule 1.
該物業的量度尺寸載列於附表 1。
14. The sale and purchase of the Property includes the fittings, finishes and appliances as follows: Please refer to the attached Schedule 2.
該物業的買賣包括的裝置、裝修物料及設備載列於附表 2。
15. 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。
16. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 17 and fully understands its contents.
買方確認已收到第 17 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。
17. For the purposes of clause 16, the following is the "Warning to Purchasers"-
就上述第 16 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。
18. The Purchaser agrees that this Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.
買方同意並聲明本臨時合約只適用於買方個人，買方無權要求賣方與其他人士簽署正式合約，亦無權將本臨時合約權益轉讓給第三者。
19. The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.

若賣方在該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。

20. On completion, vacant possession of the Property shall be delivered to the Purchaser.
完成交易時該物業將以交吉形式交付買方。
21. The Property is sold on an "as-is" basis. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.
該物業是以「現狀」出售。買方在購買該物業時已完全知悉該物業與該物業內的裝置、裝修物料及設備的實質狀況，並接受該物業及該等裝置、裝修物料及設備的現狀。
22. 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 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之律師費用及雜項費用，全部由買方負責及支付。
23. If the Purchaser appoints the Vendor's Solicitors to act on his/her behalf in respect of all legal documents in relation to the purchase and the Vendor's Solicitors also handle the mortgage documentation, the Purchaser shall bear the legal costs of the mortgage but shall not be required to pay the legal costs for preparing the Agreement and the Assignment, in which case the Vendor agrees to bear the legal costs of the Agreement and the Assignment. If the Purchaser chooses to instruct his/her own solicitors to act for him/her in relation to the purchase, each of the Vendor and Purchaser shall pay his/her own solicitors' legal fees in respect of the Agreement and the Assignment.
如買方選用賣方指定之代表律師作為買方之代表律師同時處理有關購買的法律文件及賣方指定之代表律師亦同時處理按揭文件，買方須支付按揭文件手續之律師費，但不須支付預備有關正式合約及轉讓契兩項法律文件之律師費。在此情況下，賣方同意為買方支付正式合約及樓契兩項法律文件之律師費用。如買方選擇另聘代表律師作為買方之代表律師處理其購買，買賣雙方須各自負責有關正式合約及轉讓契兩項法律文件之律師費用。
24. All plan fees, the costs of certified copies of the relevant title deeds including plan fees for such certified copies, search fees, registration fees and other disbursements and a due proportion of the costs of and incidental to the preparation, registration and completion of the Deed of Mutual Covenant and Management Agreement of the Development (the "DMC") shall be borne by the Purchaser. The Purchaser shall also pay and bear the costs of any statutory declaration required for application for exemption from buyer's stamp duty and/or new rate of ad valorem stamp duty and all legal costs and disbursements in respect of any mortgage of the Property.
一切圖則費用、有關業權之契約之認證副本包括圖則之費用、查冊費、註冊費及其他支出款項及擬定、登記及完成發展項目大廈公契和管理協議（「公契」）的律師費用之適當比例均須由買方承擔。一切有關為申請豁免買家印花稅及/或從價印花稅新稅率而須的任何法定聲明的費用及該物業按揭之法律費用及其他支出，均由買方負責。
25. The Purchaser shall pay to the Manager of the Development or the Vendor all management fee deposit, special fund, debris removal expenses, advance payment of management fees and other deposits and payments which may be charged by the Manager under or pursuant to the DMC and the Purchaser shall reimburse the Vendor of any such payment already paid by the Vendor and any other deposits and payments paid by the Vendor, whether or not such payments and deposits are transferable or refundable under the DMC.
買方須繳付予發展項目管理人或賣方一切管理費按金、特別基金、泥頭清理費、預付管理費及管理人根據公契規定可收取之其他按金及費用。買方並須償還賣方已代其支付的任何上述費用及其他按金及費用，不論該等費用及按金是否可根據公契轉讓或退還。
26. Without prejudice to clause 11 above, if this Preliminary Agreement is registered in the Land Registry by the Purchaser or by any person on his behalf and this Preliminary Agreement is terminated in accordance with clause 11 hereof, the Vendor or its agent may unilaterally sign and register a memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.
在不損害第 11 條的原則下，如本臨時合約根據第 11 條終止而買方或任何人代表買方已將本臨時合約登記於土地註冊處登記冊內，賣方或賣方代理人可單方面簽署及於土地註冊處登記一份備忘錄將本臨時合約於土地註冊處之登記冊或記錄上取消或撤消。
27. The Purchaser shall inform the Vendor in writing of any change in correspondence address and telephone number.
通訊地址或電話如有更改，買方須以書面通知賣方。
28. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
該物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。
29. 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。
30. A person who is not a party to this Preliminary Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce, or to enjoy the benefit of, any term and condition of this Preliminary Agreement.
非本臨時合約一方之人士並無任何權利按《合約(第三者權利)條例》(第 623 章)強制執行本臨時合約任何條款及條件或享有本臨時合約任何條款及條件之利益。
31. 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 Schedule 1 is calculated in accordance with section 8(3) of that Ordinance; and
附表 1 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 Schedule 1 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
附表 1 的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。
32. This Preliminary Agreement is not preceded by any unwritten sale agreement or 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，合約雙方並無其他口頭或類似本臨時合約之協議。
33. 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 of the Property.
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物業之售價在計算方面之錯誤或遺漏。
34. 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.
若任何本臨時買賣合約下的責任之履行日並非工作日，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。
35. The Chinese version of this Preliminary Agreement is for reference only and in case of any difference or dispute, the English version shall prevail.
本臨時合約之中文譯本僅供參考之用，如解釋有任何出入或有爭議，概以英文本為準。

Schedule 1 to Conditions of Sale
出售條款附表 1

Property : House ____ of Crescent Green (the "Development"), 3 Ko Po Path, New Territories
本物業 : 新界高埔徑3號 山水盈 洋房 ____號

The measurements of the Property are as follows

本物業的量度尺寸如下:-

- (a) 本物業的實用面積為 ____ 平方米 / ____ 平方呎*[其中-]
the saleable area of the Property is ____ square metres / ____ square feet * [of which-]
*[____ 平方米 / ____ 平方呎為露台的樓面面積];
*[____ square metres / ____ square feet is the floor area of the balcony];
*[____ 平方米 / ____ 平方呎為工作平台的樓面面積];
*[____ square metres / ____ square feet is the floor area of the utility platform];
*[____ 平方米 / ____ 平方呎為陽台的樓面面積]及
*[____ square metres / ____ square feet is the floor area of the verandah]; and

- (b) 其他量度尺寸為 :-

other measurements are :-

- *[空調機房的面積為 ____ 平方米 / ____ 平方呎];
*[the area of the air-conditioning plant room is ____ square metres / ____ square feet];
*[窗台的面積為 ____ 平方米 / ____ 平方呎];
*[the area of the bay window is ____ square metres / ____ square feet];
*[閣樓的面積為 ____ 平方米 / ____ 平方呎];
*[the area of the cockloft is ____ square metres / ____ square feet];
*[平台的面積為 ____ 平方米 / ____ 平方呎];
*[the area of the flat roof is ____ square metres / ____ square feet];
*[花園的面積為 ____ 平方米 / ____ 平方呎];
*[the area of the garden is ____ square metres / ____ square feet];
*[停車位的面積為 ____ 平方米 / ____ 平方呎];
*[the area of the parking space ____ square metres / ____ square feet];
*[天台的面積為 ____ 平方米 / ____ 平方呎];
*[the area of the roof is ____ square metres / ____ square feet];
*[梯屋的面積為 ____ 平方米 / ____ 平方呎];
*[the area of the stairhood is ____ square metres / ____ square feet];
*[前庭的面積為 ____ 平方米 / ____ 平方呎];
*[the area of the terrace is ____ square metres / ____ square feet];
*[庭院的面積為 ____ 平方米 / ____ 平方呎]。
*[the area of the yard is ____ square metres / ____ square feet].

*Delete as appropriate

*將不適用者刪去

Schedule 2 to Conditions of Sale

出售條款附表 2

第 1、2、3、7、8 及 9 座

Towers 1, 2, 3, 7, 8 & 9

內牆 Internal Wall	客廳、飯廳及睡房 Living Room, Dining Room and Bedroom(s)	外露位置髹乳膠漆 Emulsion paint on exposed surfaces
內部地板 Internal Flooring	客廳、飯廳及睡房 Living Room, Dining Room and Bedroom(s)	外露位置鋪砌複合木地板及金屬。沿通往露台 / 花園之地台圍邊(如適用)鋪砌人造石 Engineered timber flooring and metal on exposed surfaces. Reconstituted stone border along edge of flooring adjoining to Balconies / Gardens (if applicable)
內部天花板 Internal Ceiling	客廳、飯廳及睡房 Living Room, Dining Room and Bedroom(s)	外露位置髹乳膠漆及鋪砌石膏板假陣髹乳膠漆 Emulsion paint and gypsum board bulkhead with emulsion paint on exposed surfaces
門 Door	單位主入口、睡房、浴室及廚房 Unit Main Entrance, Bedroom(s), Bathroom(s) and Kitchen	木門 Timber doors
浴室 Bathroom	牆壁 Wall	外露位置鋪砌瓷磚。洗手盆櫃後牆身鋪砌瓷磚 Porcelain tiles on exposed surfaces. Wall behind vanity counter finished with ceramic tiles
	地板 Floor	外露位置鋪砌瓷磚 Porcelain tiles on exposed surface
	天花板 Ceiling	外露位置鋪砌石膏板假天花髹乳膠漆及鋁板 Gypsum board false ceiling with emulsion paint and aluminium panels on exposed surfaces
廚房 Kitchen	牆壁 Wall	外露位置鋪砌瓷磚及金屬。位於廚房設備後及洗滌盆範圍之牆身為瓷磚 Porcelain tiles and metal on exposed surfaces. Wall behind kitchen appliances and sink area finished with ceramic tiles
	地板 Floor	外露位置鋪砌瓷磚 Porcelain tiles on exposed surface
	天花板 Ceiling	外露位置鋪砌石膏板假天花髹乳膠漆及鋁板 Gypsum board false ceiling with emulsion paint and aluminium panels on exposed surfaces
	灶台 Cooking Bench	實心面材 Solid surface
其他設備 Other Provisions		煤氣煮食爐, 抽油煙機, 雪櫃, 2 合 1 洗衣乾衣機, 煤氣熱水爐, 微波焗爐, 蒸爐, 酒櫃, 換氣暖風機, 風喉式抽氣扇, 客廳、飯廳、睡房及工作間裝設冷氣機 Gas Hobs, Cooker Hood, Refrigerator, 2 in 1 Washer & Dryer, Gas Water heaters, Oven with Microwave, Steam Oven, Wine Cellar, Thermo Ventilator, Duct Type Exhaust Fans, Air-conditioners for Living Room, Dining Room, Bedroom(s) and Utility Room

第 5 座及第 6 座
Towers 5 & 6

內牆 Internal Wall	客廳、飯廳及睡房 Living Room, Dining Room and Bedroom(s)	外露位置髹乳膠漆 Emulsion paint on exposed surfaces
內部地板 Internal Flooring	客廳、飯廳及睡房 Living Room, Dining Room and Bedroom(s)	外露位置鋪砌複合木地板及金屬。沿通往露台 / 平台之地台圍邊(如適用)鋪砌人造石 Engineered timber flooring and metal on exposed surfaces. Reconstituted stone border along edge of flooring adjoining to Balconies / Flat Roofs (if applicable)
內部天花板 Internal Ceiling	客廳、飯廳及睡房 Living Room, Dining Room and Bedroom(s)	外露位置髹乳膠漆及鋪砌石膏板假陣髹乳膠漆 Emulsion paint and gypsum board bulkhead with emulsion paint on exposed surfaces
門 Door	單位主入口、睡房、浴室及廚房 Unit Main Entrance, Bedroom(s), Bathroom(s) and Kitchen	木門 Timber doors
浴室 Bathroom	牆壁 Wall	外露位置鋪砌瓷磚。洗手盆櫃後牆身鋪砌瓷磚 Porcelain tiles on exposed surfaces. Wall behind vanity counter finished with ceramic tiles
	地板 Floor	外露位置鋪砌瓷磚 Porcelain tiles on exposed surface
	天花板 Ceiling	外露位置鋪砌石膏板假天花髹乳膠漆及鋁板 Gypsum board false ceiling with emulsion paint and aluminium panels on exposed surfaces
廚房 Kitchen	牆壁 Wall	外露位置鋪砌瓷磚及金屬。位於廚房設備後及洗滌盆範圍之牆身為瓷磚 Porcelain tiles and metal on exposed surfaces. Wall behind kitchen appliances and sink area finished with ceramic tiles
	地板 Floor	外露位置鋪砌瓷磚 Porcelain tiles on exposed surface
	天花板 Ceiling	外露位置鋪砌石膏板假天花髹乳膠漆及鋁板 Gypsum board false ceiling with emulsion paint and aluminium panels on exposed surfaces
	灶台 Cooking Bench	實心面材 Solid surface
其他設備 Other Provisions		<p>A 單位: 煤氣煮食爐, 抽油煙機, 雪櫃, 2 合 1 洗衣乾衣機, 煤氣熱水爐, 微波焗爐, 蒸爐, 風喉式抽氣扇, 客廳、飯廳、睡房及工作間裝設冷氣機</p> <p>Unit A: Gas Hobs, Cooker Hood, Refrigerator, 2 in 1 Washer & Dryer, Gas Water heaters, Oven with Microwave, Steam Oven, Duct type exhaust fans, Air-conditioners for Living Room, Dining Room, Bedroom(s) and Utility Room.</p> <p>B 單位: 煤氣煮食爐, 抽油煙機, 雪櫃, 2 合 1 洗衣乾衣機, 煤氣熱水爐, 微波焗爐, 蒸爐, 換氣暖風機, 風喉式抽氣扇, 客廳、飯廳、睡房及工作間裝設冷氣機</p> <p>Unit B: Gas Hobs, Cooker Hood, Refrigerator, 2 in 1 Washer & dryer, Gas Water Heater, Oven with Microwave, Steam Oven, Thermo Ventilators, Duct Type Exhaust fans, Air-conditioners for Living Room, Dining Room, Bedroom(s) and Utility Room</p> <p>C 單位: 煤氣煮食爐, 抽油煙機, 雪櫃, 2 合 1 洗衣乾衣機, 煤氣熱水爐, 微波焗爐, 蒸爐, 風喉式/窗口式抽氣扇, 客廳、飯廳、睡房及工作間裝設冷氣機</p> <p>Unit C: Gas Hobs, Cooker Hood, Refrigerator, 2 in 1 Washer & Dryer, Gas Water Heaters, Oven with Microwave, Steam Oven, Duct type/window type Exhaust Fans, Air-conditioners for Living Room, Dining Room, Bedroom(s) and Utility Room.</p>

第 10 座
Towers 10

內牆 Internal Wall	客廳、飯廳及睡房 Living Room, Dining Room and Bedroom(s)	外露位置髹乳膠漆 Emulsion paint on exposed surfaces
內部地板 Internal Flooring	客廳、飯廳及睡房 Living Room, Dining Room and Bedroom(s)	<p>外露位置鋪砌複合木地板及金屬。沿通往露台 / 花園 / 平台之地台圍邊鋪砌人造石 (以下指明單位除外)</p> <p>Engineered timber flooring and metal on exposed surfaces. Reconstituted stone border along edge of flooring adjoining to Balconies / Gardens / Flat Roofs (except for units specified below)</p> <p>以下住宅單位為瓷磚： 地下及 15 樓 B 單位及 C 單位；1 樓至 12 樓 B 單位、C 單位、D 單位及 E 單位</p> <p>Porcelain tiles for the following units: Unit B & Unit C on G/F & 15/F; Unit B, Unit C, Unit D & Unit E on 1/F-12/F</p>
內部天花板 Internal Ceiling	客廳、飯廳及睡房 Living Room, Dining Room and Bedroom(s)	外露位置髹乳膠漆及鋪砌石膏板假陣髹乳膠漆 Emulsion paint and gypsum board bulkhead with emulsion paint on exposed surfaces
門 Door	入口、睡房、廚房及浴室 Unit Main Entrance, Bedroom(s), Kitchen and Bathroom(s)	木門 Timber doors
浴室 Bathroom	牆壁 Wall	外露位置鋪砌瓷磚。洗手盆櫃後牆身鋪砌瓷磚 Porcelain tiles on exposed surfaces. Wall behind vanity counter finished with ceramic tiles
	地板 Floor	外露位置鋪砌瓷磚 Porcelain tiles on exposed surface
	天花板 Ceiling	外露位置鋪砌石膏板假天花髹乳膠漆及鋁板 Gypsum board false ceiling with emulsion paint and aluminium panels on exposed surfaces
廚房 Kitchen	牆壁 Wall	<p>地下及 15 樓 A 單位及 D 單位、1 樓至 12 樓 A 單位及 F 單位外露位置鋪砌瓷磚及金屬。位於廚房設備後及洗滌盆範圍之牆身為瓷磚</p> <p>Unit A and Unit D on G/F and 15/F, Unit A and Unit F on 1/F to 12/F porcelain tiles and metal on exposed surfaces. Wall behind kitchen appliances and sink area finished with ceramic tiles</p> <p>地下及 15 樓 B 單位及 C 單位、1 樓至 12 樓 B 單位、C 單位、D 單位及 E 單位外露位置鋪砌金屬及鏡。位於廚房設備後及洗滌盆範圍之牆身為瓷磚</p> <p>Unit B and Unit C on G/F and 15/F; Unit B, Unit C, Unit D and Unit E on 1/F to 12/F metal and mirror on exposed surfaces. Wall behind kitchen appliances and sink area finished with ceramic tiles</p>
	地板 Floor	外露位置鋪砌瓷磚 Porcelain tiles on exposed surfaces
	天花板 Ceiling	<p>地下及 15 樓 A 單位及 D 單位、1 樓至 12 樓 A 單位及 F 單位外露位置鋪砌石膏板假天花髹乳膠漆及鋁板</p> <p>Unit A and Unit D on G/F and 15/F; Unit A and Unit F on 1/F to 12/F gypsum board false ceiling with emulsion paint and aluminium panels on exposed surfaces</p> <p>地下及 15 樓 B 單位及 C 單位、1 樓至 12 樓 B 單位、C 單位、D 單位及 E 單位外露位置鋪砌石膏板假天花髹乳膠漆</p> <p>Unit B and Unit C on G/F and 15/F, Unit B, Unit C, Unit D and Unit E on 1/F to 12/F gypsum board with emulsion paint on exposed surfaces</p>
	灶台 Cooking Bench	實心面材 Solid surface
其他設備 Other Provisions		<p>地下 A 單位及 D 單位： 煤氣煮食爐、抽油煙機、雪櫃、2 合 1 洗衣乾衣機、煤氣熱水爐、微波焗爐、蒸爐、風喉式抽氣扇、客廳、飯廳及睡房裝設冷氣機</p> <p>Unit A and Unit D on G/F: Gas Hobs, Cooker Hood, Refrigerator, 2 in 1 Washer & dryer, Gas Water heaters, Oven with Microwave, Steam Oven, Duct type Exhaust Fans, Air-conditioners for Living Room, Dining Room and Bedroom(s)</p>

		<p>地下及 15 樓 B 單位及 C 單位: 電磁煮食爐, 抽油煙機, 雪櫃, 2 合 1 洗衣乾衣機, 電熱水爐, 微波焗爐, 蒸爐, 換氣暖風機, 風喉式抽氣扇, 客廳、飯廳及睡房裝設冷氣機 Unit B and Unit C on G/F and 15/F: Induction Hob, Cooker Hood, Refrigerator, 2 in 1 Washer & Dryer, Electric Water Heaters, Oven with Microwave, Steam Oven, Thermo Ventilators, Duct type Exhaust Fans, Air-conditioners for Living Room, Dining Room and Bedroom(s)</p> <p>1 樓至 3 樓及 5 樓至 12 樓 B 單位及 E 單位: 電磁煮食爐, 抽油煙機, 雪櫃, 2 合 1 洗衣乾衣機, 電熱水爐, 蒸焗爐, 換氣暖風機, 風喉式抽氣扇, 客廳及飯廳裝設冷氣機 Unit B and Unit E on 1/F to 3/F and 5/F to 12/F: Induction Hob, Cooker Hood, Refrigerator, 2 in 1 Washer & Dryer, Electric Water Heaters, Combination Steam Oven, Thermo Ventilator, Duct type Exhaust Fan, Air-conditioners for Living Room and Dining Room</p> <p>1 樓至 3 樓及 5 樓至 12 樓 C 單位及 D 單位: 電磁煮食爐, 抽油煙機, 雪櫃, 2 合 1 洗衣乾衣機, 電熱水爐, 蒸焗爐, 換氣暖風機, 風喉式抽氣扇, 客廳、飯廳、睡房及儲物室裝設冷氣機 Unit C and Unit D on 1/F to 3/F and 5/F to 12/F: induction Hob, Cooker Hood, Refrigerator, 2 in 1 Washer & Dryer, Electric Water Heaters, Combination Steam Oven, Thermo Ventilator, Duct type Exhaust Fan, Air-conditioners for Living Room, Dining Room, Bedroom(s) and Store Room.</p> <p>1 樓至 3 樓及 5 樓至 12 樓 A 單位、F 單位、15 樓 A 單位及 D 單位: 煤氣煮食爐, 抽油煙機, 雪櫃, 2 合 1 洗衣乾衣機, 煤氣熱水爐, 微波焗爐, 蒸爐, 風喉式/窗口式抽氣扇, 客廳、飯廳、睡房及工作間裝設冷氣機 Unit A and Unit F on 1/F to 3/F and 5/F to 12/F, Unit A and Unit D on 15/F Gas Hobs, Cooker Hood, Refrigerator, 2 in 1 Washer & Dryer, Gas Water Heaters, Oven with Microwave, Steam Oven, Duct type/window type Exhaust fans, Air-conditioners for Living room, Dining room, Bedroom(s) and Utility room</p>
--	--	--

洋房 1 號：

House 1:

內牆 Internal wall	客廳及飯廳 Living Room and Dining Room	客廳及飯廳外露位置髹乳膠漆及木皮飾面、金屬及鏡 Emulsion paint, timber veneer, metal and mirror on exposed surfaces for Living and Dining Room
	睡房 Bedrooms	主人睡房及睡房外露位置髹乳膠漆 Emulsion paint on exposed surfaces for Master Bedroom and Bedrooms
內部地板 Internal floor	客廳及飯廳 Living Room and Dining Room	天然石材 Natural stone
	睡房 Bedrooms	外露位置鋪砌複合木地板及金屬。沿通往花園及平台之地台圍邊鋪砌天然石材 Engineered timber flooring and metal on exposed surfaces. Natural stone border along edge of flooring adjoining Garden and Flat Roofs
內部天花板 Internal ceiling	客廳及飯廳 Living Room and Dining Room	外露位置鋪砌石膏板假天花及假陣髹乳膠漆及金屬 Gypsum board false ceiling and bulkhead with emulsion paint and metal on exposed surfaces
	睡房 Bedroom	睡房1 及2 外露位置髹乳膠漆、石膏板假天花及假陣髹乳膠漆 睡房3、4 及5 外露位置為石膏板假天花及假陣髹乳膠漆 Emulsion paint, gypsum board false ceiling and bulkhead with emulsion paint on exposed surface for Bedroom 1 & 2 Gypsum board false ceiling and bulkhead with emulsion paint on exposed surface for Bedroom 3, 4 & 5
門 Door	主入口、廚房、主人睡房及睡房、浴室 Main Entrance, Kitchen, Master Bedroom and Bedroom, Bathroom,	木門 Timber doors
	主人浴室 Master Bathroom	金屬框特色玻璃趟門 Metal framed feature glass sliding door
浴室 Bathroom	牆壁 Wall	主人浴室外露位置鋪砌天然石材、特色玻璃及金屬 浴室1至浴室5外露位置鋪砌天然石材、鏡、金屬及木皮飾面 Natural stone, feature glass and metal on exposed surfaces for Master Bathroom Natural stone, mirror, metal and timber veneer on exposed surfaces for Bathroom 1 - 5
	地板 Floor	外露位置鋪砌天然石材 Natural stone on exposed surfaces
	天花板 Ceiling	主人浴室及所有浴室外露位置為石膏板假天花髹乳膠漆、金屬及鋁板 Gypsum board false ceiling with emulsion paint, metal and aluminium panels for Master Bathroom and all Bathrooms on exposed surfaces
廚房 Kitchen	牆壁 Wall	外露位置鋪砌天然石材、木皮飾面及金屬。廚櫃後牆身鋪砌瓷磚。 Natural stone, timber veneer and metal on exposed surfaces. Wall behind kitchen cabinet finished with ceramic tiles
	地板 Floor	外露位置鋪砌天然石材 Natural stone on exposed surfaces
	天花板 Ceiling	外露位置為石膏板假天花髹乳膠漆及鋁板 Gypsum board false ceiling with emulsion paint and aluminium panels on exposed surfaces
	灶台 Cooking bench	天然石材 Natural stone
其他設備: Other Provisions:		煤氣煮食爐、抽油煙機、雪櫃、洗衣機、乾衣機、煤氣/電熱水爐、微波蒸爐、焗爐、真空處理櫃、咖啡機、保溫櫃、酒櫃、冰櫃、換氣暖風機、風喉式/掛牆式抽氣扇；客廳、飯廳、睡房、工作間及工人房裝設冷氣機 Gas Hob, Cooker Hood, Refrigerator, Washer, Dryer, Gas/Electric Water Heater, Steam Oven with Microwave, Oven, Vacuum Drawer, Coffee Machine, Warming Drawer, Wine Cellar, Fridge, Thermo Ventilator, Duct type/wall mount Type Exhaust Fan, Air-conditioners for Living Room, Dining Room, Bedrooms, Utility Room and Maid Room.

洋房 2 號、8 號、18 號、27 號及 28 號：

House 2, 8, 18, 27, 28:

內牆 Internal wall	客廳及飯廳 Living Room and Dining Room	外露位置髹乳膠漆及木皮飾面 Emulsion paint and timber veneer on exposed surfaces
	睡房 Bedrooms	外露位置髹乳膠漆 Emulsion paint on exposed surfaces
內部地板 Internal floor	客廳及飯廳 Living Room and Dining Room	天然石材 Natural stone (except for the house specified below)
	睡房 Bedrooms	複合木地板。沿通往露台之地台圍邊鋪砌天然石。 Engineered timber flooring. Natural stone border along edge of flooring adjoining Balconies
內部天花板 Internal ceiling	客廳及飯廳 Living Room and Dining Room	石膏板假天花及假陣髹乳膠漆 Gypsum board false ceiling and bulkhead with emulsion paint on exposed surfaces
	睡房 Bedrooms	外露位置髹乳膠漆、石膏板假天花及假陣髹乳膠漆 Emulsion paint, gypsum board false ceiling and bulkhead with emulsion paint on exposed surfaces
門 Door	入口，廚房，主人睡房及睡房，浴室， Main Entrance, Kitchen, Master Bedroom and Bedroom, Bathroom	木門 Timber doors
	主人浴室 Master Bathroom	金屬框特色玻璃趟門 Metal framed feature glass sliding door
浴室 Bathroom	牆壁 Wall	外露位置鋪砌天然石材及特色玻璃 Natural stone and feature glass on exposed surfaces
	地板 Floor	外露位置鋪砌天然石材 Natural stone on exposed surfaces
	天花板 Ceiling	外露位置為石膏板假天花髹乳膠漆、木皮飾面及金屬 Gypsum board false ceiling with emulsion paint, timber veneer and metal on exposed surfaces
廚房 Kitchen	牆壁 Wall	外露部份鋪砌天然石材、玻璃及金屬。廚房設備及洗滌盆後為瓷磚 Natural stone, glass and metal on exposed surfaces. Wall behind kitchen appliances and sink area finished with ceramic tiles
	地板 Floor	外露位置鋪砌天然石材 Natural stone on exposed surfaces
	天花板 Ceiling	外露位置為石膏板假天花髹乳膠漆 Gypsum board false ceiling with emulsion paint on exposed surface
	灶台 Cooking bench	實心面材 Solid surface
其他設備: Other Provisions:		煤氣煮食爐、燒烤爐、抽油煙機、雪櫃、2合1洗衣乾衣機、煤氣熱水爐、微波蒸爐、焗爐、真空處理櫃、咖啡機、保溫櫃、酒櫃、換氣暖風機、風喉式抽氣扇、客廳、飯廳、睡房、工作間及工人房裝設冷氣機 Gas Hob, BBQ Grill, Cooker Hood, Refrigerator, 2 in 1 Washer & dryer, Gas Water Heater, Steam Oven with Microwave, Oven, Vacuum Drawer, Coffee Machine, Warming Drawer, Wine Cellar, Thermo Ventilator, Duct Type Exhaust Fan, Air-conditioners for Living Room, Dining Room, Bedrooms, Utility Room and Maid Room

洋房 3, 6-7, 9-12, 15-17, 19-23, 25-26, 29-33 號：

House 3, 6-7, 9-12, 15-17, 19-23, 25-26, 29-33:

內牆 Internal wall	客廳及飯廳 Living Room and Dining Room	外露位置髹乳膠漆 Emulsion paint on exposed surfaces
	睡房 Bedrooms	外露位置髹乳膠漆 Emulsion paint on exposed surfaces
內部地板 Internal floor	客廳及飯廳 Living Room and Dining Room	天然石材 Natural stone
	睡房 Bedrooms	複合木地板。 Engineered timber flooring.
內部天花板 Internal ceiling	客廳及飯廳 Living Room and Dining Room	石膏板假天花及假陣髹乳膠漆 Gypsum board false ceiling and bulkhead with emulsion paint on exposed surfaces
	睡房 Bedrooms	外露位置髹乳膠漆、石膏板假天花及假陣髹乳膠漆 Emulsion paint, gypsum board false ceiling and bulkhead with emulsion paint on exposed surfaces
門 Door	主入口，廚房，主人睡房及睡房，主人浴室及浴室 Main Entrance, Kitchen, Master Bedroom and Bedroom, Master Bathroom and Bathroom,	木門 Timber doors
浴室 Bathroom	牆壁 Wall	外露位置鋪砌天然石材及特色玻璃 Natural stone and feature glass on exposed surfaces
	地板 Floor	外露位置鋪砌天然石材 Natural stone on exposed surfaces
	天花板 Ceiling	外露位置為石膏板假天花髹乳膠漆、木皮飾面及金屬 Gypsum board false ceiling with emulsion paint, timber veneer and metal on exposed surfaces
廚房 Kitchen	牆壁 Wall	外露部份鋪砌天然石材、玻璃及金屬。廚房設備及洗滌盆後為瓷磚 Natural stone, glass and metal on exposed surfaces. Wall behind kitchen appliances and sink area finished with ceramic tiles
	地板 Floor	外露位置鋪砌天然石材 Natural stone on exposed surfaces
	天花板 Ceiling	外露位置為石膏板假天花髹乳膠漆 Gypsum board false ceiling with emulsion paint on exposed surface
	灶台 Cooking bench	實心面材 Solid surface
其他設備: Other Provisions:		煤氣煮食爐、燒烤爐、抽油煙機、雪櫃、2合1洗衣乾衣機、煤氣熱水爐、微波蒸爐、焗爐、真空處理櫃、咖啡機、保溫櫃、酒櫃、冰櫃、換氣暖風機、風喉式抽氣扇、客廳、飯廳、睡房及工人房裝設冷氣機 Gas Hob, BBQ Grill, Cooker Hood, Refrigerator, 2 in 1 Washer & dryer, Gas Water Heater, Steam Oven with Microwave, Oven, Vacuum Drawer, Coffee Machine, Warming Drawer, Wine Cellar, Fridge, Thermo ventilator, Duct Type Exhaust Fan, Air-conditioners for Living Room, Dining Room, Bedrooms and Maid Room.

洋房 5 號：

House 5:

內牆 Internal wall	客廳及飯廳 Living Room and Dining Room	外露位置鋪砌木皮飾面、金屬、特色玻璃、鏡、人造皮革、天然石材及牆紙 Timber veneer, metal, feature glass, mirror, artificial leather, natural stone and wallpaper on exposed surfaces
	睡房 Bedroom	主人睡房外露位置鋪砌金屬、木皮飾面、鏡、天然石材及人造皮革 睡房1 外露位置鋪砌牆紙、木皮飾面、金屬及天然石材 睡房2 外露位置鋪砌布飾面、牆紙、木皮飾面、金屬及天然石材 Metal, timber veneer, mirror, natural stone and artificial leather on exposed surfaces for Master Bedroom Wallpaper, timber veneer, metal and natural stone on exposed surfaces for Bedroom 1 Fabric, wallpaper, timber veneer, metal and natural stone on exposed surfaces for Bedroom 2
內部地板 Internal floor	客廳及飯廳 Living Room and Dining Room	天然石材及金屬 Natural stone and metal
	睡房 Bedroom	複合木地板及金屬 Engineered timber flooring and metal
內部天花板 Internal ceiling	客廳及飯廳 Living Room and Dining Room	石膏板假天花髹乳膠漆 Gypsum board false ceiling with emulsion paint on exposed surfaces
	睡房 Bedroom	石膏板假天花髹乳膠漆 Gypsum board false ceiling with emulsion paint on exposed surfaces
門 Door	主入口, 廚房, 主人睡房及睡房, 主人浴室及浴室 Main Entrance, Kitchen, Master Bedroom and Bedroom, Master Bathroom and Bathroom,	木門 Timber doors
浴室 Bathroom	牆壁 Wall	外露位置鋪砌天然石材及特色玻璃 Natural stone and feature glass on exposed surfaces
	地板 Floor	外露位置鋪砌天然石材 Natural stone on exposed surfaces
	天花板 Ceiling	外露位置為石膏板假天花髹乳膠漆、木皮飾面及金屬 Gypsum board false ceiling with emulsion paint, timber veneer and metal on exposed surfaces
廚房 Kitchen	牆壁 Wall	外露部份鋪砌天然石材、玻璃及金屬。廚房設備及洗滌盆後為瓷磚 Natural stone, glass and metal on exposed surfaces. Wall behind kitchen appliances and sink area finished with ceramic tiles
	地板 Floor	外露位置鋪砌天然石材 Natural stone on exposed surfaces
	天花板 Ceiling	外露位置為石膏板假天花髹乳膠漆 Gypsum board false ceiling with emulsion paint on exposed surface
	灶台 Cooking bench	實心面材 Solid surface
其他設備: Other Provisions:		煤氣煮食爐、燒烤爐、抽油煙機、雪櫃、2合1洗衣乾衣機、煤氣熱水爐、微波蒸爐、焗爐、真空處理櫃、咖啡機、保溫櫃、酒櫃、冰櫃、換氣暖風機、風喉式抽氣扇、客廳、飯廳、睡房及工人房裝設冷氣機、電視機。 Gas Hob, BBQ Grill, Cooker Hood, Refrigerator, 2 in 1 Washer & Dryer, Gas Water Heater, Steam Oven with Microwave, Oven, Vacuum Drawer, Coffee Machine, Warming Drawer, Wine Cellar, Fridge, Thermo Ventilator, Duct Type Exhaust Fan, Air-conditioners for Living Room, Dining Room, Bedrooms and Maid Room, Television.

[End of Part 2: Conditions of Sale]

[第 2 部分：出售條款完]

PART 3: OFFER FORM
(To be completed by the Tenderer)

To: The Vendor

1. Offer

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

2. Binding agreement if offer is accepted

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

3. Address for receipt of acceptance of tender

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

4. Declarations, representations and warranties

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

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

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

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

Schedule to the Offer Form
(To be completed by the Tenderer)

**TENDERER MUST
COMPLETE THIS PAGE**

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

Section 2 - Purchase price			
Purchase price (HK\$)			
Cashier's order(s)	Amount (HK\$)	Bank	Cashier's order(s) no(s).

Section 3 – Payment plan (* Please tick as appropriate)

(Please also refer to the list of gifts, financial advantages or benefits in Annex 6)

☐ Payment Plan A (90-day Cash Payment Plan) - Terms of payment

5% of the purchase price: being the Preliminary Deposit shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). The agreement for sale and purchase must be signed by the Purchaser within 5 working days after the date of Letter of Acceptance.

95% of the purchase price: being the balance of the purchase price shall be paid by the Purchaser upon completion within 90 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance).

The completion of the sale and purchase of the Property shall take place during the office hours on or before the 90th day from the date of Letter of Acceptance (“the completion date”).

☐ Payment Plan A1 (90-day Super Lux 36 Plan) - Terms of payment

5% of the purchase price: being the Preliminary Deposit shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). The agreement for sale and purchase must be signed by the Purchaser within 5 working days after the date of Letter of Acceptance.

95% of the purchase price: being the balance of the purchase price shall be paid by the Purchaser upon completion within 90 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance).

The completion of the sale and purchase of the Property shall take place during the office hours on or before the 90th day from the date of Letter of Acceptance (“the completion date”).

☐ Payment Plan A2 (90-day Crescent Lux Plan) - Terms of payment

5% of the purchase price: being the Preliminary Deposit shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). The agreement for sale and purchase must be signed by the Purchaser within 5 working days after the date of Letter of Acceptance.

95% of the purchase price: being the balance of the purchase price shall be paid by the Purchaser upon completion within 90 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance).

The completion of the sale and purchase of the Property shall take place during the office hours on or before the 90th day from the date of Letter of Acceptance (“the completion date”).

☐ Payment Plan B (210-day Super Flexible Payment Plan) - Terms of payment

5% of the purchase price: being the Preliminary Deposit shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). The agreement for sale and purchase must be signed by the Purchaser within 5 working days after the date of Letter of Acceptance.

5% of the purchase price: being the further deposit and part payment of the purchase price shall be paid by the Purchaser within 90 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance).

90% of the purchase price: being the balance of the purchase price shall be paid by the Purchaser upon completion within 210 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance).

The completion of the sale and purchase of the Property shall take place during the office hours on or before the 210th day from the date of Letter of Acceptance ("the completion date").

☐ Payment Plan B1 (210-day Super Lux 36 Plan) - Terms of payment

5% of the purchase price: being the Preliminary Deposit shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). The agreement for sale and purchase must be signed by the Purchaser within 5 working days after the date of Letter of Acceptance.

5% of the purchase price: being the further deposit and part payment of the purchase price shall be paid by the Purchaser within 90 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance).

90% of the purchase price: being the balance of the purchase price shall be paid by the Purchaser upon completion within 210 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance).

The completion of the sale and purchase of the Property shall take place during the office hours on or before the 210th day from the date of Letter of Acceptance ("the completion date").

☐ Payment Plan B2 (210-day Crescent Lux Plan) - Terms of payment

5% of the purchase price: being the Preliminary Deposit shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). The agreement for sale and purchase must be signed by the Purchaser within 5 working days after the date of Letter of Acceptance.

5% of the purchase price: being the further deposit and part payment of the purchase price shall be paid by the Purchaser within 90 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance).

90% of the purchase price: being the balance of the purchase price shall be paid by the Purchaser upon completion within 210 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance).

The completion of the sale and purchase of the Property shall take place during the office hours on or before the 210th day from the date of Letter of Acceptance ("the completion date").

☐ Payment Plan C (LUX 1100 Payment Plan) - Terms of payment

5% of the purchase price: being the Preliminary Deposit shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). The agreement for sale and purchase must be signed by the Purchaser within 5 working days after the date of Letter of Acceptance.

5% of the purchase price: being the further deposit and part payment of the purchase price shall be paid by the Purchaser within 30 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance).

1% of the purchase price: being part payment of the purchase price shall be paid by the Purchaser within 180 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance).

1% of the purchase price: being part payment of the purchase price shall be paid by the Purchaser within 360 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance).

1% of the purchase price: being part payment of the purchase price shall be paid by the Purchaser within 540 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance).

2% of the purchase price: being part payment of the purchase price shall be paid by the Purchaser within 720 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance).

85% of the purchase price: being the balance of the purchase price shall be paid by the Purchaser upon completion within 1100 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance).

The completion of the sale and purchase of the Property shall take place during the office hours on or before the 1100th day from the date of Letter of Acceptance ("the completion date").

**TENDERER MUST
COMPLETE THIS PAGE**

Section 4 - Submission checklist

The following documents are submitted together with this Tender Document (See paragraph 2(g) of the Tender Notice)

1. ☐ Tender Document with the Offer Form completed and signed
2. ☐ Cashier's order(s)
3. ☐ Tenderer's identification documents
4. ☐ Intermediary's licence (if applicable)
5. Documents in Annex, duly signed and completed by the Tenderer:
 - (1) ☐ Declaration of Relationship with the Vendor (**undated**)
 - (2) ☐ Warning to Purchasers (**undated**)
 - (3) ☐ Declaration Regarding Intermediary (**undated**) (if applicable)
 - (4) ☐ Declaration Regarding No Intermediary (**undated**) (if applicable)
 - (5) ☐ Notice to customers relating to direct marketing and the Personal Data (Privacy) Ordinance (**undated**)
 - (6) ☐ Acknowledgement Letter regarding Occupation before Completion Benefit (**undated**)

Section 5 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)

We declare and agree as follows:-

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

Director(s)

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

**TENDERER MUST
COMPLETE THIS PAGE**

Section 6 - Signature of the Tenderer and witness

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

(Note: The Offer Form must be signed by ALL of the individuals comprising the Tenderer. If the Tenderer is a company, the Offer Form must be signed by its authorized signatory(s) with company chop.)

Signed by the Tenderer:

X

Witnessed by:

X

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

Name of the witness:

Date:

[End of Part 3: Offer Form]

[End of the Tender Document]

第 3 部份：要約表格

(由投標者填寫)

致：賣方

1. 要約

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

2. 如要約獲接納將構成有效協議

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

3. 收取接受投標書信函的地址

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

4. 聲明、陳述及保證

本人 / 我們現聲明、陳述及保證如下：

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

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

要約表格的附表
(由投標者填寫)

投標人須填妥本頁

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

第 2 節 – 樓價			
樓價 (HK\$)			
銀行本票	金額 (HK\$)	銀行	本票編號

第 3 節 – 支付辦法 (*請剔適用者)

(請參閱附件 6 - 贈品、財務優惠或利益的列表)

☐ **支付辦法 A (90 天現金優惠付款計劃) - 支付條款**

樓價 5%：臨時訂金於投標書獲賣方接納當日(即接納書的日期)繳付，買方並須於其後 5 個工作天內簽署買賣合約。

樓價 95%：樓價餘款於投標書獲賣方接納當日(即接納書的日期)後 90 天內成交時支付。

買賣須在接納書的日期起計的第 90 天或之前(「成交日期」)的辦公時間內完成。

☐ **支付辦法 A1 (90 天 Super Lux 36 計劃) - 支付條款**

樓價 5%：臨時訂金於投標書獲賣方接納當日(即接納書的日期)繳付，買方並須於其後 5 個工作天內簽署買賣合約。

樓價 95%：樓價餘款於投標書獲賣方接納當日(即接納書的日期)後 90 天內成交時支付。

買賣須在接納書的日期起計的第 90 天或之前(「成交日期」)的辦公時間內完成。

☐ **支付辦法 A2 (90 天 Crescent Lux 計劃) - 支付條款**

樓價 5%：臨時訂金於投標書獲賣方接納當日(即接納書的日期)繳付，買方並須於其後 5 個工作天內簽署買賣合約。

樓價 95%：樓價餘款於投標書獲賣方接納當日(即接納書的日期)後 90 天內成交時支付。

買賣須在接納書的日期起計的第 90 天或之前(「成交日期」)的辦公時間內完成。

☐ **支付辦法 B (210 天極靈活付款計劃) - 支付條款**

樓價 5%：臨時訂金於投標書獲賣方接納當日(即接納書的日期)繳付，買方並須於其後 5 個工作天內簽署買賣合約。

樓價 5%：加付訂金及部份成交金額須於投標書獲賣方接納當日(即接納書的日期)後 90 天內支付。

樓價 90%：樓價餘款於投標書獲賣方接納當日(即接納書的日期)後 210 天內成交時支付。

買賣須在接納書的日期起計的第 210 天或之前(「成交日期」)的辦公時間內完成。

☐ **支付辦法 B1 (210 天 Super Lux 36 計劃) - 支付條款**

樓價 5%：臨時訂金於投標書獲賣方接納當日(即接納書的日期)繳付，買方並須於其後 5 個工作天內簽署買賣合約。

樓價 5%：加付訂金及部份成交金額須於投標書獲賣方接納當日(即接納書的日期)後 90 天內支付。

樓價 90%：樓價餘款於投標書獲賣方接納當日(即接納書的日期)後 210 天內成交時支付。

買賣須在接納書的日期起計的第 210 天或之前(「成交日期」)的辦公時間內完成。

☐ **支付辦法 B2 (210 天 Crescent Lux 計劃) - 支付條款**

樓價 5%：臨時訂金於投標書獲賣方接納當日(即接納書的日期)繳付，買方並須於其後 5 個工作天內簽署買賣合約。

樓價 5%：加付訂金及部份成交金額須於投標書獲賣方接納當日(即接納書的日期)後 90 天內支付。

樓價 90%：樓價餘款於投標書獲賣方接納當日(即接納書的日期)後 210 天內成交時支付。

買賣須在接納書的日期起計的第 210 天或之前(「成交日期」)的辦公時間內完成。

□ **支付辦法 C (LUX 1100 天付款計劃) - 支付條款**

樓價 5%：臨時訂金於投標書獲賣方接納當日(即接納書的日期)繳付，買方並須於其後 5 個工作天內簽署買賣合約。

樓價 5%：加付訂金及部份成交金額須於投標書獲賣方接納當日(即接納書的日期)後 30 天內支付。

樓價 1%：部份成交金額須於投標書獲賣方接納當日(即接納書的日期)後 180 天內支付。

樓價 1%：部份成交金額須於投標書獲賣方接納當日(即接納書的日期)後 360 天內支付。

樓價 1%：部份成交金額須於投標書獲賣方接納當日(即接納書的日期)後 540 天內支付。

樓價 2%：部份成交金額須於投標書獲賣方接納當日(即接納書的日期)後 720 天內支付。

樓價 85%：樓價餘款於投標書獲賣方接納當日(即接納書的日期)後 1100 天內成交時支付。

買賣須在接納書的日期起計的第 1100 天或之前(「成交日期」)的辦公時間內完成。

第 4 節 – 遞交清單

以下文件連同本招標文件遞交(詳情見招標公告第 2(g) 段)：

1. ☐ 已填妥及簽署的招標文件及要約表格
2. ☐ 銀行本票
3. ☐ 投標者的身份證明文件
4. ☐ 中介人的牌照(如適用)
5. 由投標者填妥並簽署的附件的文件：
 - (1) ☐ 與賣方關係的聲明(未有填上日期)
 - (2) ☐ 對買方的警告(未有填上日期)
 - (3) ☐ 關於中介人的聲明(未有填上日期) (如適用)
 - (4) ☐ 關於並無中介人的聲明(未有填上日期) (如適用)
 - (5) ☐ 客戶推廣及個人資料(私隱)條例的通知(未有填上日期)
 - (6) ☐ 先住後付優惠確認函(未有填上日期)

第 5 節 – 關於公司投標者的聲明(不適用於個人投標者)

我們聲明並同意如下：

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

董事

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

第 6 節 – 投標者及見證人的簽署

本人 / 我們，即投標者，已閱讀整份招標文件及附件中的文件，並填妥要約表格。本人 / 我們同意遵守及接受招標文件的條款及細則。

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

投標者簽署：

X

見證人簽署：

X

獲授權人士的名稱(如投標者為公司)：

見證人名稱：

日期：

[第 3 部份：要約表格完]

[招標文件完]

附件

Annex

(附件不屬於招標文件的一部份。招標者須簽署以下標有 “#” 號的文件(如適用)並連同招標文件一併遞交。)

(The Annex does not form part of the Tender Document. Documents marked with “#” (if applicable) should be signed and submitted together with the Tender Document.)

1. 與賣方關係的聲明#
Declaration of Relationship with the Vendor #
2. 對買方的警告#
Warning to Purchasers #
3. 關於中介人的聲明(如適用)#
Declaration Regarding Intermediary (if applicable) #
4. 關於並無中介人的聲明(如適用)#
Declaration Regarding No Intermediary (if applicable) #
5. 客戶推廣及個人資料(私隱)條例的通知#
Notice to customers relating to direct marketing and the Personal Data (Privacy) Ordinance #
6. 賣方資料表格#
Vendor' s Information Form #
7. 關於參觀物業的確認信#
Acknowledgment Letter Regarding Viewing of Property #
8. 先住後付優惠確認函#
Acknowledgement Letter regarding Occupation before Completion Benefit#
9. 從價印花稅優惠確認函
Acknowledgement Letter regarding AVD Benefit
10. 贈品、財務優惠或利益的列表
List of gifts, financial advantages or benefits
11. 香港律師會打擊清洗黑錢活動單張
Anti-money Laundering Leaflet of The Law Society of Hong Kong

Declaration of Relationship with the Vendor
與賣方關係的聲明

Vendor 賣方	POWER TRUTH DEVELOPMENT LIMITED 威良發展有限公司
Address 地址	CRESCENT GREEN, 3 Ko Po Path, New Territories 新界高埔徑 3 號 山水盈
Property 該物業	House number 屋號
Purchaser 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	
Date 日期	

1. The Purchaser hereby confirms that the Purchaser ☐ is / ☐ is **NOT** a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance.
就《一手住宅物業銷售條例》而言，買方謹此確認買方 ☐ 是 / ☐ 不是 賣方的「有關連人士」。
2. For the purposes of this Declaration, a person is a related party to the Vendor if that person is:
就本聲明而言，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。
3. The Purchaser hereby declares and confirms that the above information provided is true and accurate. If any information as provided by the Purchaser needs to be revised or has been changed, the Purchaser agrees and undertakes to notify the Vendor as soon as possible.
買方謹此聲明及確認上述提供之資料為真實及準確。如任何買方提供之資料須要修正或已更改，買方同意及承諾盡快通知賣方。
4. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
如本文件之中英文文本有任何歧義，一切以英文文本為準。

Dated this day of 20
公曆 年 月 日

Signed by the Purchaser 買方簽署

Note 備註：

1. **"Manager"** has the meaning given by the Companies Ordinance (Cap.622) which, in relation to a company, means a person who performs managerial functions in relation to the company under the directors' immediate authority.

"經理" 具有《公司條例》(第 622 章) 給予該詞的涵義，即就一間公司而言，指在董事的直接權限下就該公司執行管理職能的人。

2. **"Private company"** has the meaning given by the Companies Ordinance (Cap.622) which means a company which by its articles (a) restrict a member's right to transfer shares; and (b) limit the number of members to 50, not including persons who are in the employment of the company and persons who was a member while being an employee of the company and who continues to be a member after ceasing to be such an employee; and (c) prohibit any invitation to the public to subscribe for any shares or debentures of the company.

"私人公司" 具有《公司條例》(第 622 章) 給予該詞的涵義，即指一間藉其章程細則作出下列規限的公司：(a) 限制成員轉讓股份的權利；及 (b) 將成員最高人數限於 50 人，但不包括本身是有關公司僱員的成員，亦不包括曾同時是成員及有關公司僱員，但於不再是該公司僱員後仍繼續是成員的人；及 (c) 禁止邀請公眾人士認購該公司的任何股份或債權證。

3. **"Associate corporation"** means (a) a subsidiary of the Vendor or (b) a subsidiary of a holding company of the Vendor. **"Subsidiary"** means a subsidiary within the meaning of the Companies Ordinance (Cap. 622). Under the Companies Ordinance, a company shall generally be deemed to be a subsidiary of another company, if :-

(a) that other company-

- (i) controls the composition of the board of directors of the first-mentioned company; or
- (ii) controls more than half of the voting rights of the first-mentioned company; or
- (iii) holds more than half of the issued share capital of the first-mentioned company (excluding any part of it which carries no right to participate beyond a specified amount in a distribution of profits or capital); or

(b) the first-mentioned company is a subsidiary of any company which is that other company's subsidiary.

"有聯繫法團" 指 (a) 賣方的附屬公司或 (b) 賣方的控股公司的附屬公司。**"附屬公司"** 指《公司條例》(第 622 章) 所指的附屬公司。根據《公司條例》，一間公司一般來說須當作為另一間公司的附屬公司，如 :-

(a) 該另一間公司-

- (i) 控制首述公司的董事局的組成；或
- (ii) 控制首述公司的過半數的表決權；或
- (iii) 持有首述公司的過半數已發行股本(所持股本中，如部分在分派利潤或資本時無權分享超過某一指明款額之部分，則該部分不計算在該股本內)；或

(b) 首述的公司是一間公司的附屬公司，而該間公司是上述另一間公司的附屬公司。

4. **"Holding company"** means, for the purpose of the Vendor, a company of which the Vendor is a subsidiary.

"控股公司" 指 (就賣方而言) 一家公司而賣方為該公司的附屬公司。

WARNING TO PURCHASERS
對買方的警告

Vendor 賣方	POWER TRUTH DEVELOPMENT LIMITED 威良發展有限公司
Address 地址	CRESCENT GREEN, 3 Ko Po Path, New Territories 新界高埔徑 3 號 山水盈
Property 該物業	House number 屋號
Purchaser 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	
Date 日期	

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

1. 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。
2. 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。
3. **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。
4. 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。
5. You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

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

Dated this day of 20
公曆 年 月 日

Signed by the Purchaser 買方簽署

Declaration Regarding Intermediary
關於中介人的聲明

Vendor 賣方	POWER TRUTH DEVELOPMENT LIMITED 威良發展有限公司
Address 地址	CRESCENT GREEN, 3 Ko Po Path, New Territories 新界高埔徑 3 號 山水盈
Property 該物業	House number 屋號
Purchaser 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	
Intermediary 中介人	(公司名稱)
	(地產代理姓名)
EA Licence No. 地產代理牌照號碼	
Date 日期	

The Purchaser and the Intermediary hereby confirm and declare as follows:- 買方及中介人謹此確認及聲明如下：	
1. The Purchaser is introduced by the Intermediary to the Vendor's sales office to sign a Preliminary Agreement for Sale and Purchase for the purchase of the Property. 買方是經由中介人介紹到賣方的售樓處簽署購買該物業的臨時買賣合約。	
2. 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均無須亦不會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。	
3. The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption. 除樓價、更改買賣合約及提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買該物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。	
4. 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 Preliminary Agreement for Sale and Purchase and the Formal Agreement for Sale and Purchase. 買方與中介人之任何糾紛一概與賣方無關。該物業之買賣交易嚴格依據臨時買賣合約及正式買賣合約進行。	
5. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail. 如本文件之中英文文本有任何歧義，一切以英文文本為準。	

Signed by the Purchaser 買方簽署

Signed by the Intermediary 中介人簽署

Declaration Regarding No Intermediary
關於並無中介人的聲明

Vendor 賣方	POWER TRUTH DEVELOPMENT LIMITED 威良發展有限公司
Address 地址	CRESCENT GREEN, 3 Ko Po Path, New Territories 新界高埔徑 3 號 山水盈
Property 該物業	House number 屋號
Purchaser 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	
Date 日期	

The Purchaser hereby confirm and declare as follows:-	
買方謹此確認及聲明如下：	
1.	The Purchaser attends the Vendor' s sales office to purchase the Property and sign a Preliminary Agreement for Sale and Purchase for such purchase directly with the Vendor without the involvement of any intermediary.
	買方是到賣方的售樓處直接購買並簽署購買本物業的臨時買賣合約，不經任何中介人參與。
2.	The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.
	除樓價、更改買賣合約及提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買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。
3.	In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
	如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser 買方簽署

Notice to customers relating to direct marketing and the Personal Data (Privacy) Ordinance
客戶推廣及個人資料(私隱)條例的通知

Vendor 賣方	POWER TRUTH DEVELOPMENT LIMITED 威良發展有限公司
Address 地址	CRESCENT GREEN, 3 Ko Po Path, New Territories 新界高埔徑 3 號 山水盈
Property 該物業	House number 屋號
Purchaser 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	

It may be necessary for Power Truth Development Limited ("we" or "us") to use the personal information provided by you in the preliminary agreement for sale and purchase of the Property purchased (the "Preliminary Agreement") including but not limited to your name, telephone number and correspondence address in order to enable us to provide or continue to provide the relevant services to you. You agree and consent that the personal information provided by you to us may be used by us for the purposes as shall be agreed between you and us including but not limited to processing your application and provision of services to you or as required by law from time to time. Apart from the said information, you are free to provide us with other additional personal information as per our request (collectively referred to as "personal data"). We shall keep your personal data confidential at all times and our policies and practices with respect to the collection, use, retention, disclosure, security and access of personal data will be in accordance with the Personal Data (Privacy) Ordinance (Cap. 486, Laws of Hong Kong) and are as set out in this Notice. You also have the right to access and correct your personal data held by our Privacy Officer from time to time by writing to us at the address below.

為向閣下提供或持續提供有關服務，威良發展有限公司(「我們」)可能需使用閣下於物業之臨時買賣合約(「臨時合約」)中提供的資料，包括但不限於閣下的姓名、電話號碼及通訊地址。閣下同意，我們可按雙方同意的目的包括但不限於處理閣下的申請及為閣下提供服務或法律不時規定使用閣下向我們提供的個人資料。除上文所述的資料外，閣下亦可自由提供予我們所要求的其他資料(統稱為「閣下的個人資料」)。我們在任何時候都會把閣下的個人資料保密。有關個人資料的收集、使用、保留、披露、保安和查閱，我們的政策和慣常做法將與香港法例第 486 章個人資料(私隱)條例和本通知中的規定一致。閣下可書面聯絡我們負責處理私隱事務之聯絡人(地址在下文提供)要求查閱或更正閣下的個人資料。

We intend to use your personal data (name, telephone number and correspondence address only, including any amendment(s) to the said personal data provided by you to us from time to time in future) as provided in the Preliminary Agreement for the purpose of direct marketing of properties of the Development (if any) via phone calls, sms and/or direct mails, but we will not so use your personal data without your consent. If you do not consent to the use of your personal data for such purpose in the future, please notify our Personal Data Privacy Officer (Address : Suite 501, 5th Floor, Tower 6, The Gateway 9 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong) in writing at any time. No fees will be charged. You may also request access to and make correction to your personal data in the same manner as described above. Please sign at the end of this statement to indicate your agreement to such use. Should you find such use of your personal data not acceptable, please indicate your objection before signing by ticking the box below.

我們擬使用閣下於臨時合約所提供的個人資料(只限姓名、電話號碼及通訊地址，包括將來閣下不時向我們提供該等上述個人資料之任何更新資料)透過電話、電話短訊及/或郵寄方式為閣下提供有關發展項目內之物業的最新消息作直銷用途，但我們在未得到閣下的同意之前不能如此使用閣下的個人資料。如閣下於將來任何時間不欲我們使用閣下的個人資料作上述服務及產品的推廣直銷用途，閣下可隨時以書面通知我們的個人資料私隱主任(地址：香港九龍尖沙咀廣東道 9 號港威大廈第 6 座 5 樓 501 室)，無須支付任何手續費。閣下亦可以上述方式要求查閱及更正閣下的個人資料。請在本文最後部份簽署表示閣下同意如此使用閣下的個人資料。如閣下不同意，請在以下空格加上「✓」，然後簽署。

☐ I /We object to the proposed use of my/our personal data for use in direct marketing for properties of the Development. 本人/吾等反對使用本人/吾等的個人資料於發展項目內之物業的直接促銷

Signed by the Purchaser 買方簽署

Vendor's Information Form
賣方資料表格

Vendor 賣方	POWER TRUTH DEVELOPMENT LIMITED 威良發展有限公司
Address 地址	CRESCENT GREEN, 3 Ko Po Path, New Territories 新界高埔徑 3 號 山水盈
Property 該物業	House number 屋號
Purchaser 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	
Date 日期	

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	HK\$ per month 每月港幣 元
b) The amount of the Government rent (if any) that is payable for the Property 須就本物業繳付的地稅 (如有的話) 的款額	3% of the rateable value of the residential property per annum (amount to be assessed by Rating and Valuation Department) 住宅物業的每年應課差餉租值的百分之三 (款額有待差餉物業估價署評估)
c) The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	No 沒有
d) The name of the manager of the Development 發展項目的管理人的姓名或名稱	Jones Lang LaSalle Management Services Limited 仲量聯行物業管理有限公司
e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development 賣方自政府或管理處接獲的關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知	No 沒有
f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索	No 沒有

Date of Printing: 2022-12-30
印製日期：2022 年12月 30日

Signed by the Purchaser 買方簽署

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

Vendor 賣方	POWER TRUTH DEVELOPMENT LIMITED 威良發展有限公司
Address 地址	CRESCENT GREEN, 3 Ko Po Path, New Territories 新界高埔徑 3 號 山水盈
Property 該物業	House number 屋號
Purchaser 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	
Date 日期	

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 ("PASP") that :-

本人 / 吾等，下方簽署人，特此確認，本人 / 吾等在簽署臨時買賣合約(「臨時合約」)前明白和接納：

1. The Purchaser has been advised by the Vendor to make arrangements to view the Property (in case the Property is a unit available for viewing) or the comparable residential property(ies) of the Property prior to the signing of the PASP.
買方已獲賣方建議於簽署臨時合約前安排參觀該物業（如該物業為可供參觀之單位）或與該物業相若的住宅物業。
2. (Except where the Property is an unit available for viewing) It is not reasonably practicable for the Property to be viewed by me/us. The Vendor has made the comparable residential property(ies) of the Property available for viewing by me/us.
(除非該物業為可供參觀之單位) 開放該物業予本人 / 我們參觀並非合理地切實可行。賣方已開放與該物業相若的住宅物業供本人 / 我們參觀。
3. We acknowledge and confirm that, after my/our signing of the Preliminary Agreement and before the completion of the sale and purchase of the Property, the Vendor shall have the right to make the Property available for viewing by other people who are interested in purchasing other specified residential properties in the Development and I/we shall have no right to raise any objection thereto.
本人/我們確認及同意，在本人/我們簽署臨時合約後及在該物業成交前，賣方有權開放該物業予其他有興趣購買發展項目其他指明住宅物業之人士參觀，本人/我們不得提出反對。
4. The Vendor is deemed to have complied with Division 5 of Part 2 of the Residential Properties (First-hand Sales) Ordinance regarding the requirements for viewing of property in completed development.
賣方視為已符合（一手住宅物業銷售條例）第2部第5分部有關參觀已落成發展項目中的物業之要求。
5. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser 買方簽署

Acknowledgement Letter regarding Occupation before Completion Benefit
先住後付優惠確認函

Vendor 賣方	POWER TRUTH DEVELOPMENT LIMITED 威良發展有限公司
Address 地址	CRESCENT GREEN, 3 Ko Po Path, New Territories 新界高埔徑 3 號 山水盈
Property 該物業	House number 屋號
Purchaser 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	
Date 日期	

The Vendor confirms that the Purchaser may opt for obtaining the “Occupation before Completion” Benefit (the “Benefit”) subject to the terms and conditions below:

賣方確認買方可選擇獲取先住後付優惠（「該優惠」），該優惠之提供受制於以下條件及條款：

1. The Purchaser shall execute the formal Agreement for Sale and Purchase in respect of the Property (the “Agreement”) within 5 working days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance) in accordance with the Conditions of Sale in the Tender Documents.

買方須於投標書獲賣方接納當日(即接納書的日期)後的 5 個工作日內按招標文件之出售條款簽立有關該物業的正式買賣合約（「正式合約」）。

2. If the Purchaser decides to opt for obtaining the Benefit, the Purchaser shall after payment of at least 10% of the purchase price in accordance with the due dates as prescribed under the Agreement apply to the Vendor for the Benefit and sign a licence agreement of the Property (in such form and substance as the Vendor may prescribe and the Purchaser shall not request any amendment thereto) for the pre-completion occupation of the Property (the “Licence Agreement”).

如買方決定選擇獲取該優惠，買方須在按照正式合約訂定之期限支付不少於樓價的10%後，向賣方申請該優惠並簽署有關在買賣成交前佔用該物業之許可協議（「許可協議」）（格式及內容由賣方訂明，買方不得要求任何修改）。

3. The Purchaser acknowledges and agrees to the following regarding the Licence Agreement:

就上述許可協議，買方確認知悉並同意以下各項：

- (a) The licence period shall commence from the date of signing of the Licence Agreement until the 1100th day after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance) (the “Completion Date”), or if completion of sale and purchase of the Property takes place earlier, until the actual date of completion;

許可佔用期由簽署許可協議日期至投標書獲賣方接納當日(即接納書的日期)後第 1100 天（「成交日期」）為止，或如提早進行該物業買賣之成交，至實際成交日期為止；

- (b) The licence fee during the licence period equals to 3% of the Purchase Price, payable in three (3) instalments (i.e. each instalment equals to 1% of the Purchase Price of the residential property purchased), the first instalment being payable upon signing of the Licence Agreement, and the second and third instalments being payable within 240 days and 480 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance) respectively; and

許可佔用期之許可費用金額為成交金額 3%，分 3期繳付（即每期金額為所購住宅物業之成交金額 1%），第一期於簽署許可協議時支付，第二期及第三期分別於投標書獲賣方接納當日(即接納書的日期)後 240 天內及480 天內支付；及

- (c) The Purchaser shall be responsible to pay for the stamp duty adjudication fee and stamp duty (if any) on the Licence Agreement, the legal costs for the preparation and execution of the Licence Agreement and the management fees, government rates and rents, utilities charges, utilities deposits and all other outgoings, etc. of the Property during the licence period.

買方必須負責繳付許可協議之印花稅裁定費及印花稅（如有）、準備和簽署許可協議所需之所有律師費及於許可佔用期內該物業之管理費、差餉、地租、公用事業服務收費、公用事業服務按金及其它開支等。

4. The Purchaser acknowledges and agrees to the following regarding the Licence Agreement:

買方就許可協議確認知悉並同意以下各項：

- (a) if the Purchaser opts for obtaining the Benefit, the Licence Agreement will contain a clause that the Purchaser shall not sub-sell the Property or nominate any third party to take up the assignment of the Property or to otherwise transfer its benefit under the Agreement to any third party on or before the Completion Date; and
若買方選擇獲取該優惠，許可協議將包含一項條款，即買方不得於成交日期或之前轉售該物業，或提名任何第三方接受該物業的轉讓或以其他方式將其根據正式合約的利益轉讓給任何第三方；及
- (b) if the Purchaser opts for obtaining the Benefit, in the event the Purchaser fails to observe, perform or comply with any of the terms and conditions contained in the Licence Agreement, the Purchaser shall be entitled to terminate the licence and/or withdraw the Benefit (without prejudice to the Vendor's rights and claims against the Purchaser under the Licence Agreement, other contracts and the applicable laws).
若買方選擇獲取該優惠，倘買方未能遵守、履行或符合許可協議內任何條款或條件，賣方將有權終止許可及/或撤回該優惠（且不損害賣方於許可協議、其他合約及適用法律下之其他權利及申索）。

5. The Vendor confirms that where the Purchaser has opted for obtaining the Benefit, if:

- (i) the Purchase Price of the Property shall be fully settled according to the date(s) stipulated in the Agreement (the date of settlement shall be the actual date on which payment is received by Vendor's solicitors; time shall be of the essence);
- (ii) the sale and purchase of the Property shall be completed pursuant to the Agreement;
- (iii) each instalment of licence fee shall have been fully paid according to the respective dates stipulated in the Licence Agreement during the licence period of the Property; and
- (iv) the terms and conditions of the Licence Agreement shall have been complied with in all respects;

the Vendor will apply the total sum of the licence fee paid during the licence period of the Property towards settlement of part of the balance of the Purchase Price upon completion of the sale and purchase of the Property.

賣方確認，若買方已選擇獲取該優惠，如：

- (i) 該物業的成交金額將依照正式合約訂定的日期付清（以賣方代表律師實際收到款項日期計算；必須嚴格遵行所有時間限制）；
- (ii) 該物業的買賣將依照正式合約完成；
- (iii) 於該物業許可佔用期中每期許可費用均已依照許可協議訂定的日期付清；及
- (iv) 許可協議的條款和條件均已全面遵守；

則賣方會在該物業買賣完成時將該物業許可佔用期中已支付之許可費用的總數直接用於支付部份成交金額餘額。

6. The provision of the Benefit is subject to the full observance and performance of and compliance with the terms and conditions as set out in this Letter, the Licence Agreement, the Preliminary Agreement and the Agreement on the Purchaser's part. In the event that any of the terms and conditions contained in this Letter, the Licence Agreement, Preliminary Agreement or the Agreement has not been observed performed or complied with by the Purchaser, the Vendor shall be entitled to withdraw the Benefit forthwith without prejudice to the Vendor's other rights and claims under this Letter, the Licence Agreement, Preliminary Agreement or Agreement or other applicable laws.

在完全遵守、履行及符合閣下於本函、許可協議、臨時合約及正式合約所列的條款及條件的前提下，該優惠方會提供。假如本函、許可協議、臨時合約或正式合約內任何條款或條件未被買方遵守、履行或符合，賣方有權即時撤銷該優惠，且並不損害賣方於有關本函、許可協議、臨時合約或正式合約或其他適用法律下之其他權利及申索。

7. All the rights and benefits conferred on the Purchaser upon the terms and conditions of this Letter are non- assignable and non-transferable and can only be exercised and enjoyed by the Purchaser personally.

所有根據本函條款及條件賦予買方之權利及優惠均不能轉讓及轉移，及只能由買方本人行使及享用。

8. This Letter is an agreement independent of the Preliminary Agreement and the Agreement and nothing herein shall be deemed to supersede or vary any terms and/or conditions of the Preliminary Agreement or the Agreement. All the rights and remedies of the Vendor under the Preliminary Agreement and the Agreement shall not be affected by this Letter. This Letter constitutes an agreement between the parties hereto independent from the Purchaser's purchase of the Property, the Preliminary Agreement and the Agreement and nothing herein contained or any failure by any party hereto to observe or perform any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Preliminary Agreement or the Agreement, or the rights, duties or obligations of the parties to the Preliminary Agreement or the Agreement. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, the Purchaser shall remain liable to be bound to observe and perform all the terms and conditions in the Preliminary Agreement and the Agreement and to complete the purchase of the Property in accordance with the provisions of the Preliminary Agreement and the Agreement. Any claim that the Purchaser may have under or in relation to or in connection with this Letter shall be a claim against the Vendor for damages only.

本函為一獨立於臨時合約及正式合約之協議，其任何內容均不得視作取替或更改臨時合約或正式合約內的任何條款及/或條件。賣方所有臨時合約及正式合約下之權利及補償均不受本函影響。本函乃由本函各方之間訂立且獨立於買方購買該物業、臨時合約及正式合約之協議，本函任何內容或本函任何一方未能遵守或履行其於本函下之任何責任均不會被任何方式損害、變更或影響或影響臨時合約或正式合約的運作、有效性或可強制執行性或臨時合約或正式合約各方的權利、義務或責任。為免生疑，若賣方未能履行其於本函內之責任，買方仍須遵守及履行臨時合約及正式合約的所有條款及條件及按臨時合約及正式合約的條款完成購買該物業。所有按或就本函提出的或與本函有關連的而可由閣下對賣方提出的申索，只限於為了取得損害賠償的申索。

9. Notwithstanding any other provisions of this Letter, a person who is not a party to this Letter shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce any provisions of this Letter.

不論本函任何其他條款的規定，並非本函一方的人無權根據合約（第三者權利）條例強制執行本函的任何條款。

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

如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser 買方簽署

Acknowledgement Letter regarding AVD Benefit
從價印花稅優惠確認函

Vendor 賣方	POWER TRUTH DEVELOPMENT LIMITED 威良發展有限公司
Address 地址	CRESCENT GREEN, 3 Ko Po Path, New Territories 新界高埔徑 3 號 山水盈
Property 該物業	House number 屋號
Purchaser 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	
Date 日期	

The Vendor confirms that the Purchaser may opt for obtaining the “AVD Benefit” (the “Benefit”) subject to the terms and conditions below:

賣方確認買方可選擇獲取從價印花稅優惠（「該優惠」），該優惠之提供受制於以下條件及條款：

1. The Purchaser shall execute the formal Agreement for Sale and Purchase in respect of the Property (the “Agreement”) within 5 working days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance) in accordance with the Conditions of Sale in the Tender Documents.

買方須於投標書獲賣方接納當日(即接納書的日期)後的 5 個工作日內按招標文件之出售條款簽立有關該物業的正式買賣合約（「正式合約」）。

2. It is hereby confirmed that all stamp duty, including without limitation ad valorem stamp duty, buyer’s stamp duty and special stamp duty, payable or incurred on the Preliminary Agreement for Sale and Purchase in respect of the Property (the “Preliminary Agreement”) and/or the Agreement (collectively referred as the “Chargeable Agreement(s)”) shall be paid by the Purchaser.

茲確認該物業之臨時買賣合約(“臨時合約”)及/或正式合約（統稱“應稅協議”）之應付或所招致的所有印花稅，包括但不限於從價印花稅、買家印花稅及特別印花稅由買方支付。

3. (a) ☐ However, the Vendor will provide the Purchaser with the Benefit in the amount equivalent to the amount of the ad valorem stamp duty actually payable by the Purchaser in connection with the purchase of the Property under the Chargeable Agreement(s) for payment of the said ad valorem stamp duty subject to a cap of 4.25% of the purchase price (as stated in the Chargeable Agreement(s)) of the Property and the terms and conditions in this Acknowledgement Letter.

然而，受制於本確認函的條款及條件，賣方將向買方提供該優惠，金額相等於買方於應稅協議下購買該物業實際應付的從價印花稅，上限為該物業的樓價(如應稅協議所載者)的4.25%，用作支付所述之從價印花稅。

- (b) ☐ The Purchaser does not opt for obtaining the Benefit.
買方不選擇獲取該優惠。

(Please tick the appropriate box; and if the Benefit is not chosen, please leave blank the box under paragraph (a) above and tick the box under paragraph (b) above.)

(請於相關方格填上剔號；如不選擇該優惠，請將上述第(a)段的方格留空並於上述第(b)段方格填上剔號。)

4. For the avoidance of doubt, after the Vendor has paid the ad valorem stamp duty (subject to the relevant cap) for the Purchaser, the Vendor's obligation to the Purchaser under the Benefit (maximum 4.25% of the purchase price of the Property) 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), the Vendor shall not be required to pay any additional ad valorem stamp duty for the Purchaser.

為免疑慮，賣方在代買方繳付從價印花稅(受制於相關上限)後，賣方對買方關於該優惠（上限為該物業樓價的4.25%）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），賣方亦無須向買方代繳任何進一步的印花稅。

5. The Benefit will be provided to the Purchaser subject to the observance and compliance with the terms and conditions set out in this Acknowledgement Letter and the Chargeable Agreement(s) by the Purchaser. In the event that the Purchaser fails to observe or comply with any of the terms or conditions in this Acknowledgement Letter and/or the Chargeable Agreement(s), the Vendor shall be entitled to withdraw and/or ask for refund of the Benefit or any part thereof without prejudice to the rights and remedies of the Vendor under the Chargeable Agreement(s) or otherwise.

在買方完全遵守及符合於本確認函及應稅協議所列的條款及條件的前提下，該優惠將提供予買方。若買方未能遵守或符合本確認函及/或應稅協議內任何條款或條件，賣方有權撤銷及/或要求退還該優惠(或其任何部分)，且並不損害賣方於應稅協議或其他權利及補償。

6. Should the Vendor be required to pay any stamp duty (save and except for the amount of ad valorem stamp duty covered by the Benefit) or penalty, the Purchaser shall reimburse and indemnify the Vendor for the full amount of any payment or advance made by the Vendor together with interest thereon at the rate of 2% per annum over and above the Hong Kong Dollar prime rate quoted by The Hong Kong and Shanghai Banking Corporation Limited from time to time, calculated from the date of payment or advance by the Vendor to the date of payment or repayment or reimbursement by the Purchaser of such amount, and together with all legal costs, disbursements and fees incurred by the Vendor in recovering of all amounts of the stamp duty and/or penalty so paid by the Vendor on a full indemnity basis.

倘若賣方被要求繳付任何印花稅(該優惠所涵蓋之從價印花稅金額除外)或罰款，買方須向賣方全數償還及彌償所有賣方所代支或支付之任何金額連同按香港上海滙豐銀行有限公司不時報價的港元最優惠利率加年利率2%計算之利息，利息計算由賣方代支或支付日期起計，直至買方支付、償還或彌償有關金額的日期為止，買方並須完全彌償賣方由於催收所有印花稅及/或罰款而招致的所有法律費用、雜項費用及支出。

7. The Vendor hereby expressly reserves its rights to claim against the Purchaser for any damages and apply for refund of the paid ad valorem stamp duty (collectively, "Refund") from the Inland Revenue Department if the Purchaser fails to complete the sale and purchase of the Property. In the event that the paid ad valorem stamp duty (or any part thereof) ceases to be payable because of the cancellation or termination of the Chargeable Agreement(s) or for whatever reason, the Purchaser 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. The Purchaser hereby agrees that, irrespective of whether or not there is already any cancellation or termination of the Chargeable Agreement(s), the Purchaser shall, upon the request of 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. [Without prejudice to the generality of the foregoing, the Purchaser shall, at the time of signing the Agreement, also execute an irrevocable power of attorney in favour of the Vendor enabling the Vendor to apply for the Refund (in such form as prescribed by the Vendor without amendment) and submit to the Vendor's solicitors a signed but undated Application For Refund of Stamp Duty Under Section 29C(5B) of the Stamp Duty Ordinance (Cap. 117) (Form IRSD 125(E)).] Nothing herein or in any documents as aforesaid shall prejudice the Vendor's other rights and remedies for any breach of the Chargeable Agreement(s) by the Purchaser.

假如買方不能完成該物業的買賣交易，賣方特此明確地保留向買方追討索償及向稅務局申請退回已繳付的從價印花稅(統稱“退款”)之權利。若因應稅協議被取消或終止或任何原因而不再需要繳付已付之從價印花稅(或其任何部份)，買方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。買方特此同意，不論當時應稅協議是否已經被取消或終止，買方須因應賣方的要求簽署任何以容許賣方申請退款的任何表格及文件及/或授權賣方申請退款，及為該目的使用所述表格及文件及填上日期，填寫其他所需的表格及文件及於賣方認為合適的任何時候將之遞交到有關當局。[在不影響前述的一般性原則下，買方在簽署正式合約時，亦須簽署一份向賣方授權的不可撤銷授權書(按賣方規定的格式而不得作出修訂)，以便賣方申請退款，並且向賣方律師行遞交一份已簽署但無註明日期的印花稅條例(第117章)第29C(5B)條之下的印花稅退款申請書(表格IRSD 125(E))。] 此段內容及所有前述文件的任何規定均不影響賣方就買方違反應稅協議的其他權利及補償。

[Deacons: Client to confirm the requirement of the irrevocable POA and signed Refund Application Form]

8. Nothing herein shall entitle the Purchaser to make any deduction of the Benefit from the purchase price (or any part thereof) of the Property which the Purchaser is required to pay to the Vendor pursuant to the terms of the Chargeable Agreement(s).

於此確認函的任何規定均不賦權買方以該優惠對該物業樓價(或其任何部分)作任何扣減，買方須按照應稅協議的條款向賣方支付樓價。

9. All the rights and benefits conferred on the Purchaser upon the terms and conditions of this Acknowledgement Letter are non-assignable and non-transferable and can only be exercised and enjoyed by the Purchaser personally.

所有根據本確認函條款及條件賦予買方之權利及優惠均不能轉讓及轉移，及只能由買方本人行使及享用。

10. This Acknowledgement Letter is an agreement independent of the Chargeable Agreement(s) and nothing herein shall be deemed to supersede or vary any terms and/or conditions of any of the Chargeable Agreement(s). All the rights and remedies

of the Vendor under the Chargeable Agreement(s) shall not be affected by this Acknowledgement Letter. This Acknowledgement Letter constitutes an agreement between the parties hereto independent from the Purchaser's purchase of the Property and the Chargeable Agreement(s) and nothing herein contained or any failure by any party hereto to observe or perform any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of any of the Chargeable Agreement(s), or the rights, duties or obligations of the parties to any of the Chargeable Agreement(s). For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, the Purchaser shall remain liable to be bound to observe and perform all the terms and conditions in the Chargeable Agreement(s) and to complete the purchase of the Property in accordance with the provisions of the Chargeable Agreement(s). Any claim that the Purchaser may have under or in relation to or in connection with this Acknowledgement Letter shall be a claim against the Vendor for damages only.

本確認函為一獨立於應稅協議之協議，其任何內容均不得視作取替或更改任何應稅協議內的任何條款及/或條件。賣方所有應稅協議下之權利及補償均不受本確認函影響。本確認函乃由本確認函各方之間訂立且獨立於買方購買該物業及應稅協議之協議，本確認函任何內容或本確認函任何一方未能遵守或履行其於本確認函下之任何責任均不會被任何方式損害、變更或影響任何應稅協議的運作、有效性或可強制執行性或任何應稅協議各方的權利、義務或責任。為免生疑，若賣方未能履行其於本確認函內之責任，買方仍須遵守及履行應稅協議的所有條款及條件及按應稅協議的條款完成購買該物業。所有按或就本確認函提出的或與本確認函有關連的而可由買方對賣方提出的申索，只限於為了取得損害賠償的申索。

11. Notwithstanding any other provisions of this Acknowledgement Letter, a person who is not a party to this Acknowledgement Letter shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce any provisions of this Acknowledgement Letter.

不論本確認函任何其他條款的規定，並非本確認函一方的人無權根據合約（第三者權利）條例強制執行本確認函的任何條款。

12. In the event of any conflict or discrepancy between the Chinese and English versions of this Acknowledgement Letter, the English version shall prevail.

如本確認函文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser 買方簽署

List of gifts, financial advantages 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、財務優惠及利益的協議將無效。
4. (If applicable) According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the Purchaser in connection with the purchase of a residential property will be deducted from the purchase price when calculating the loan-to-value ratio by the bank; and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.
(如適用)根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠(如有)；而有關還款能力之要求(包括但不限於供款與入息比率之上限)將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。
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 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買方及不可轉讓。賣方有絕對酌情權決定買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。
6. (If applicable) 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.

(如適用)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。

Part II

第 II 部份

- (A) Interest only for the first 3 years of the 70% First Mortgage Loan (This arrangement is only applicable to Purchasers who choose (A1) 90-day Super Lux 36 Plan and (B1) 210-day Super Lux 36 Plan in Section 3 of the Schedule to the Offer Form of this Tender Document.)

首 3 年供息不供本 70%第一按揭貸款(此安排只適用於選擇本招標文件中要約表格的附表第 3 節之支付辦法(A1)90 天 Super Lux 36 計劃或(B1)210 天 Super Lux 36 計劃之買方。)

The Purchaser may apply to the financial institution referred by the Vendor or any other company designated by the Vendor (the "Referred First Mortgagee") for first mortgage with a maximum loan amount equivalent to 70% of the Transaction Price (the "First Mortgage Loan"). The First Mortgage and its application are subject to the following terms and conditions:

買方可向賣方介紹之財務機構或賣方指定的其它公司(「介紹之第一承按人」)申請最高達成交金額之 70%之第一按揭(「第一按揭貸款」)。第一按揭貸款及其申請受以下條款及條件規限：

- (1) The Purchaser shall apply to the Referred First Mortgagee for the First Mortgage Loan by the prescribed form not less than 60 days before the due date of payment of the balance of the Transaction Price.

買方必須於付清成交金額餘款之日起計最少 60 日前以指定格式的申請書向介紹之第一承按人申請第一按揭貸款。

- (2) The Purchaser shall provide sufficient proof of income in accordance with the requirements of the Referred First Mortgagee.

買方須依照介紹之第一承按人之要求提供足夠之入息證明文件。

- (3) The First Mortgage Loan shall be secured by a first legal mortgage over the residential property in the Development purchased by the Purchaser.

買方須以所購之發展項目住宅物業之第一法定按揭作為第一按揭貸款的抵押。

- (4) The maximum tenor of the First Mortgage Loan shall be 25 years.

第一按揭貸款年期最長為 25 年。

- (5) The interest rate of the first 36 months of the First Mortgage Loan shall be Prime Rate (P) quoted by the Referred First Mortgagee minus 3.0% (P-3.0%). The interest rate for the rest of the term of the First Mortgage Loan shall be Prime Rate (P). P shall be the Hong Kong Dollar Best Lending Rate as quoted by the Referred First Mortgagee from time to time, subject to fluctuation. P currently is 5.5% per annum. The final mortgage rate will be subject to final approval by the Referred First Mortgagee. No representation, undertaking or warranty, whether express or implied, is given, or shall be deemed to have been given by the Vendor in respect thereof.

第一按揭貸款首 36 個月之年利率以介紹之第一承按人引用之最優惠利率(P)減 3.0% (P-3.0%)計算。其後之年利率以最優惠利率(P)計算。P 為介紹之第一承按人不時報價之港元最優惠利率，利率 浮動，現為年利率 5.5%。最終按揭利率以介紹之第一承按人審批結果而定，賣方並無就其作出，亦不得被視為就其作出任何不論明示或隱含之陳述、承諾或保證。

- (6) Only interest payment for the first 36 months is required for the First Mortgage Loan during its tenure. Repayment of the principal amount of the First Mortgage Loan can be deferred to the 37th month.

第一按揭貸款期內首 36 個月只須支付利息，第一按揭貸款之本金可延至第 37 個月繳付。

- (7) All legal documents in relation to the First Mortgage Loan and its related guarantee(s) (if necessary) must be prepared by the solicitors' firm designated by the Referred First Mortgagee and all legal costs and disbursements relating thereto shall be paid by the Purchaser and his/her/its guarantor(s) (if any). 第一按揭貸款及其相關擔保 (如要) 之文件必須由介紹之第一承按人指定之律師行辦理，並由買方及其擔保人 (如有) 須支付所有第一按揭貸款及其擔保相關之律師費及雜費。

- (8) The Purchaser is advised to enquire with the Referred First Mortgagee on details of the terms and conditions of the mortgage, approval conditions and application procedures of the First Mortgage before choosing this arrangement.

買方於決定選擇此安排前，請先向介紹之第一承按人查詢清楚按揭條款及條件、批核條件及申請手續。

- (9) The terms and conditions and approval conditions of the First Mortgage Loan are for reference only, the Referred First Mortgagee reserves the right to change the terms and conditions and approval conditions of the First Mortgage Loan from time to time as it sees fit.

第一按揭貸款之條款及批核條件僅供參考，介紹之第一承按人保留在其認為合適時不時更改第一按揭貸款之條款及批核條件的權利。

- (10) The First Mortgage Loan is subject to other terms and conditions. The terms and conditions and the approval or disapproval of applications for the First Mortgage Loan are subject to the final decision of the Referred First Mortgagee, and are not related to the Vendor (who shall under no circumstances be responsible therefor). No representation, undertaking or warranty, whether express or implied, is given, or shall be deemed to have been given by Vendor in respect of the terms and conditions and the approval or disapproval of applications for the First Mortgage Loan. Regardless the First Mortgage Loan is granted or not, the Purchaser(s) shall complete the sale and purchase and pay the balance of the Transaction Price in accordance with the agreement for sale and purchase.

第一按揭貸款受其他條款及細則約束。有關第一按揭貸款之批核與否及借貸條款以介紹之第一承按人之最終決定為準，與賣方無關，且於任何情況賣方均無需為此負責。賣方並無或不得被視為就第一按揭貸款之按揭條款及條件以及申請批核與否作出任何不論明示或隱含之陳述、承諾或保證。不論貸款獲批與否，買方仍須

按買賣合約完成交易及付清成交金額餘款。

- (B) Interest only for the first 3 years of the 70% First Mortgage Loan and Interest and Repayment Holidays for the first 3 years of the Second Mortgage Loan (This arrangement is only applicable to Purchasers who choose (A2) 90-day Crescent Lux Plan or (B2) 210-day Crescent Lux Plan in Section 3 of the Schedule to the Offer Form of this Tender Document.)

首3年供息不供本70%第一按揭貸款及首3年免息免供第二按揭貸款 (此安排只適用於選擇本招標文件中要約表格的附表第3節之支付辦法(A2) 90天 Crescent Lux 計劃 或 (B2) 210天 Crescent Lux 計劃之買方。)

The Purchaser may apply to the financial institution referred by the Vendor or any other company designated by the Vendor (the "Referred First Mortgagee") for first mortgage with a maximum loan amount equivalent to 70% of the Transaction Price (the "First Mortgage Loan") and may apply to the financial institution referred by the Vendor or any other company designated by the Vendor (the "Referred Second Mortgagee") for second mortgage with a maximum loan amount equivalent to 15% of the Transaction Price (the "Second Mortgage Loan"). The First Mortgage Loan, the Second Mortgage Loan and their respective applications are subject to the following terms and conditions:

買方可向賣方介紹之財務機構或賣方指定的其它公司(「介紹之第一承按人」)申請最高達成交金額之70%之第一按揭(「第一按揭貸款」)及向賣方介紹之財務機構或賣方指定的其它公司(「介紹之第二承按人」)申請最高達成交金額之15%之第二按揭(「第二按揭貸款」)。第一按揭貸款、第二按揭貸款及其各自之申請受以下條款及條件規限：

- (a) The First Mortgage and its application are subject to the following terms and conditions:

第一按揭貸款及其申請受以下條款及條件規限：

- (1) The Purchaser shall apply to the Referred First Mortgagee for the First Mortgage Loan by the prescribed form not less than 60 days before the due date of payment of the balance of the Transaction Price.

買方必須於付清成交金額餘款之日起計最少 60 日前以指定格式的申請書向介紹之第一承按人申請第一按揭貸款。

- (2) The Purchaser shall provide sufficient proof of income in accordance with the requirements of the Referred First Mortgagee.

買方須依照介紹之第一承按人之要求提供足夠之入息證明文件。

- (3) The First Mortgage Loan shall be secured by a first legal mortgage over the residential property in the Development purchased by the Purchaser.

買方須以所購之發展項目住宅物業之第一法定按揭作為第一按揭貸款的抵押。

- (4) The maximum tenor of the First Mortgage Loan shall be 25 years.

第一按揭貸款年期最長為 25 年。

- (5) The interest rate of the first 36 months of the First Mortgage Loan shall be Prime Rate (P) quoted by the Referred First Mortgagee minus 3.0% (P-3.0%). The interest rate for the rest of the term of the First Mortgage Loan shall be Prime Rate (P). P shall be the Hong Kong Dollar Best Lending Rate as quoted by the Referred First Mortgagee from time to time, subject to fluctuation. P currently is 5.5% per annum. The final mortgage rate will be subject to final approval by the Referred First Mortgagee. No representation, undertaking or warranty, whether express or implied, is given, or shall be deemed to have been given by the Vendor in respect thereof.

第一按揭貸款首 36 個月之年利率以介紹之第一承按人引用之最優惠利率(P)減 3.0% (P-3.0%)計算。其後之年利率以最優惠利率(P)計算。P 為介紹之第一承按人不時報價之港元最優惠利率，利率浮動，現為年利率 5.5%。最終按揭利率以介紹之第一承按人審批結果而定，賣方並無就其作出，亦不得被視為就其作出任何不論明示或隱含之陳述、承諾或保證。

- (6) Only interest payment for the first 36 months is required for the First Mortgage Loan during its tenure. Repayment of the principal amount of the First Mortgage Loan can be deferred to the 37th month.

第一按揭貸款期內首 36 個月只須支付利息，第一按揭貸款之本金可延至第 37 個月繳付。

- (7) All legal documents in relation to the First Mortgage Loan and its related guarantee(s) (if necessary) must be prepared by the solicitors' firm designated by the Referred First Mortgagee and all legal costs and disbursements relating thereto shall be paid by the Purchaser and his/her/its guarantor(s) (if any).

第一按揭貸款及其相關擔保（如要）之文件必須由介紹之第一承按人指定之律師行辦理，並由買方及其擔保人（如有）須支付所有第一按揭貸款及其擔保相關之律師費及雜費。

- (8) The Purchaser is advised to enquire with the Referred First Mortgagee on details of the terms and conditions of the mortgage, approval conditions and application procedures of the First Mortgage before choosing this arrangement.

買方於決定選擇此安排前，請先向介紹之第一承按人查詢清楚按揭條款及條件、批核條件及申請手續。

- (9) The terms and conditions and approval conditions of the First Mortgage Loan are for reference only, the Referred First Mortgagee reserves the right to change the terms and conditions and approval conditions of the First Mortgage Loan from time to time as it sees fit.

第一按揭貸款之條款及批核條件僅供參考，介紹之第一承按人保留在其認為合適時不時更改第一按揭貸款之條款及批核條件的權利。

- (10) The First Mortgage Loan is subject to other terms and conditions. The terms and conditions and the approval or disapproval of applications for the First Mortgage Loan are subject to the final decision of the Referred First Mortgagee, and are not related to the Vendor (who shall under no circumstances be responsible therefor). No representation, undertaking or warranty, whether express or implied, is given, or shall be deemed to have been given by Vendor in respect of the terms and conditions and the approval or disapproval of applications for the First Mortgage Loan. Regardless the First Mortgage Loan is granted or not, the Purchaser(s) shall complete the sale and purchase and pay the balance of the Transaction Price in accordance with the agreement for sale and purchase.

第一按揭貸款受其他條款及細則約束。有關第一按揭貸款之批核與否及借貸條款以介紹之第一承按人之最終決定為準，與賣方無關，且於任何情況賣方均無需為此負責。賣方並無或不得被視為就第一按揭貸款之按揭

條款及條件以及申請批核與否作出任何不論明示或隱含之陳述、承諾或保證。不論貸款獲批與否，買方仍須按買賣合約完成交易及付清成交金額餘款。

- (b) The Second Mortgage and its application are subject to the following terms and conditions:

第二按揭貸款及其申請受以下條款及條件規限：

- (1) The Purchaser(s) shall apply to the Referred Second Mortgagee for mortgage loan by prescribed form not less than 60 days before the due date of payment of the balance of the Transaction Price.
買方必須於付清成交金額餘款之日起計最少 60 日前以指定格式的申請書向介紹之第二承按人申請按揭貸款。
- (2) The Purchaser shall provide sufficient proof of income in accordance with the requirements of the Referred Second Mortgagee.
買方須依照介紹之第二承按人之要求提供足夠之入息證明文件。
- (3) The Second Mortgage Loan shall be secured by a second legal mortgage over the residential property in the Development purchased by the Purchaser.
買方須以所購之發展項目住宅物業之第二法定按揭作為第二按揭貸款的抵押。
- (4) The maximum tenor of Second Mortgage Loan shall be 25 years or the same tenor of first mortgage loan, whichever is the shorter.
第二按揭貸款年期最長為 25 年或與第一按揭貸款同等年期，以較短者為準。
- (5) No repayment of principal and no payment of interest is required for the first 36 months from the drawdown date of the Second Mortgage Loan. Thereafter the interest rate of the Second Mortgage Loan shall be calculated at 7% p.a.. The interest rate will be subject to approval and decision by the Referred Second Mortgagee. No representation, undertaking or warranty, whether express or implied, is given, or shall be deemed to have been given by the Vendor in respect thereof.
第二按揭貸款自支取日起計的首 36 個月設免息免供。期後第二按揭貸款的利率以年利率 7% 計算。利率以介紹之第二承按人的最終審批結果決定，賣方並無就其作出，亦不得被視為就其作出任何不論明示或隱含之陳述、承諾或保證。
- (6) The maximum amount of the Second Mortgage Loan shall be 15% of the Transaction Price, but the total amount of the first mortgage loan and the Second Mortgage Loan together shall not exceed 85% of the Transaction Price or the valuation of the relevant residential property, whichever is the lower.
第二按揭貸款最高金額為成交金額的 15%，惟第一按揭貸款及第二按揭貸款總金額不可超過成交金額或有關住宅物業的估價(以較低者為準)的 85%。
- (7) The first mortgagee shall be the Referred First Mortgagee or a bank nominated by the Referred Second Mortgagee. The Purchaser(s) shall obtain the prior written consent from the first mortgagee bank for the application of Second Mortgage Loan.
第一按揭貸款人須為介紹之第一承按人或由介紹之第二承按人所指定之銀行，買方並須首先得到該銀行書面同意辦理第二按揭貸款。
- (8) The applications for first mortgage loan and the second mortgage loan will be processed by the relevant mortgagees independently.
第一按揭貸款及第二按揭貸款申請將由有關承按機構獨立處理。

- (9) All legal documents of the second mortgage loan and its related guarantee(s) (if necessary) shall be handled by the solicitors designated by the Referred Second Mortgagee and all legal costs and disbursement relating thereto shall be borne by the Purchaser(s) and his/her/their guarantor(s) (if any).

所有第二按揭貸款及其相關擔保(如要)之法律文件必須由介紹之第二承按人指定律師行辦理，買方及其擔保人(如有)須支付所有第二按揭貸款及其擔保相關之律師費及雜費。

- (10) The Purchaser is advised to enquire with the Referred Second Mortgagee on details of the terms and conditions of the mortgage, approval conditions and application procedures of the Second Mortgage before choosing this arrangement.

買方於決定選擇此安排前，請先向介紹之第二承按人查詢清楚按揭條款及條件、批核條件及申請手續。

- (11) The terms and conditions and approval conditions of the Second Mortgage Loan are for reference only, the Referred Second Mortgagee reserves the right to change the terms and conditions and approval conditions of the Second Mortgage Loan from time to time as it sees fit.

第二按揭貸款條款及批核條件僅供參考，介紹之第二承按人保留在其認為合適時不時更改第二按揭貸款條款及批核條件的權利。

- (12) The Second Mortgage Loan is subject to other terms and conditions. The terms and conditions and the approval or disapproval of applications for the Second Mortgage Loan are subject to the final decision of the Referred Second Mortgagee, and are not related to the Vendor (who shall under no circumstances be responsible therefor). No representation, undertaking or warranty, whether express or implied, is given, or shall be deemed to have been given by Vendor in respect of the terms and conditions and the approval or disapproval of applications for the Second Mortgage Loan. Regardless the Second Mortgage Loan is granted or not, the Purchaser(s) shall complete the sale and purchase and pay the balance of the Transaction Price in accordance with the agreement for sale and purchase.

第二按揭貸款受其他條款及細則約束。有關第二按揭貸款之批核與否及借貸條款以介紹之第二承按人之最終決定為準，與賣方無關，且於任何情況賣方均無需為此負責。賣方並無或不得被視為就第二按揭貸款之按揭條款及條件以及申請批核與否作出任何不論明示或隱含之陳述、承諾或保證。不論貸款獲批與否，買方仍須按買賣合約完成交易及付清成交金額餘款。

- (13) 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。

- (14) If the Purchaser settles the Second Mortgage Loan within the period specified below, the Purchaser shall be entitled to an early settlement benefit ("Early Second Mortgage Loan Settlement Benefit") offered by the Referred Second Mortgagee according to the table below.

買方如於下列時間內付清第二按揭貸款金額，該買方可根據以下列表獲介紹之第二承按人送出現金回贈優惠 (「提前付清第二按揭貸款金額現金回贈優惠」)。

付清第二按揭貸款金額餘款日期	提前付清第二按揭貸款現金回贈優惠金額
Date of settlement of the Second Mortgage Loan	Early Second Mortgage Loan Settlement Benefit

	Amount
第二按揭貸款自支取日起 12 個月內 Within 12 months from the drawdown date of the Second Mortgage Loan	成交金額 2% 2% of the Transaction Price
第二按揭貸款自支取日起第 13 個月至第 24 個月內 During the 13th to the 24th months from the drawdown date of the Second Mortgage Loan	成交金額 1% 1% of the Transaction Price

(C) Early Possession Benefit (This arrangement is only applicable to Purchasers who choose (C) LUX 1100 Payment Plan in Section 3 of the Schedule to the Offer Form of this Tender Document.)

「先住後付優惠」(此安排只適用於選擇本招標文件中要約表格的附表第 3 節之支付辦法(C) LUX 1100 天付款計劃之買方。)

The Purchaser may apply to the Vendor for the Early Possession Benefit ("the Benefit") for the purpose of early occupation of the Property as a licensee, subject to the following terms:

買方可向賣方申請先住後付優惠(「該優惠」)，以許可人身份提前佔用物業，主要條款如下：

- (1) The Purchaser shall after payment of at least 10% of the purchase price in accordance with the due dates as prescribed under the formal Agreement for Sale and Purchase ("the Agreement") apply to the Vendor for the Benefit and sign a licence agreement (in such form and substance as the Vendor may prescribe and the Purchase shall not request any amendment thereto) ("the Licence Agreement") for the pre-completion occupation of the property purchased ("the Property").

買方須在按照正式買賣合約(「正式合約」)訂定之期限支付不少於樓價的 10%後，向賣方申請該優惠並簽署有關在買賣成交前佔用所購住宅物業(「該物業」)之許可協議(「許可協議」)(格式及內容由賣方訂明，買方不得要求任何修改)。

- (2) The licence fee during the licence period equals to 3% of the Purchase Price, payable in three (3) instalments (i.e. each instalment equals to 1% of the Purchase Price of the residential property purchased), the first instalment being payable upon signing of the Licence Agreement, and the second and third instalments being payable within 240 days and 480 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance) respectively.

許可佔用期之許可費用金額為成交金額 3%，分 3 期繳付 (即每期金額為所購住宅物業之成交金額 1%)，第一期於簽署許可協議時支付，第二期及第三期分別於投標書獲賣方接納當日(即接納書的日期)後 240 天及 480 天內支付。

- (3) The licence period shall commence from the date of signing of the Licence Agreement until the 1100th day after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance), or if completion of sale and purchase of the Property takes place earlier, until the actual date of completion.

許可佔用期由簽署許可協議日期至投標書獲賣方接納當日(即接納書的日期)後第 1100 天為止，或如提早進行該物業買賣之成交，至實際成交日期為止。

- (4) The Purchaser shall be responsible to pay for the stamp duty adjudication fee and stamp duty (if any) on the Licence Agreement, the legal costs for the preparation and execution of the Licence Agreement and the management fees, government rates and rents and all other outgoings, etc. of the Property within the licence period.

買方必須負責繳付許可協議之印花稅裁定費及印花稅(如有)、簽署許可協議所需之所有律師費及於許可佔用期內該物業之管理費、差餉、地租及其它開支等。

- (5) If (i) the Purchase Price of the Property shall be fully settled according to the date(s) stipulated in the Agreement (the date of settlement shall be the actual date on which payment is received by Vendor's solicitors; time shall be of the essence); (ii) the sale and purchase of the Property shall be completed pursuant to the Agreement; (iii) each instalment of licence fee shall have been fully paid according to the respective dates stipulated in the Licence Agreement during the licence period of the Property; and (iv) the terms and conditions of the Licence Agreement shall have been complied with in all respects, the Vendor will apply the total sum of the licence fee paid during the licence period of the Property towards settlement of part of the balance of the Purchase Price upon completion of the sale and purchase of the Property.

如 (i) 該物業的成交金額將依照正式合約訂定的日期付清 (以賣方代表律師實際收到款項日期計算; 必須嚴格遵行所有時間限制); (ii) 該物業的買賣將依照正式合約完成; (iii) 於該物業許可佔用期中每期許可費用均已依照許可協議訂定的日期付清; 及(iv)許可協議的條款和條件均已全面遵守, 則賣方會在該物業買賣完成時將該物業許可佔用期中已支付之許可費用的總數直接用於支付部份成交金額餘額。

- (6) Subject to the terms and conditions of the relevant transaction documents.

詳情以相關交易文件條款作準。

Keep Money Laundering Away

from Hong Kong

Lawyers and Public to Play Key Roles

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

For Individuals

- Identification documents such as identity cards, passports or travel documents
- Address proof
- Particulars of occupation or business

For Corporations

- Documents of legal status such as Certificates of Incorporation and Business Registration Certificates
- Identification documents of directors or persons giving instructions
- Board resolution
- Details of the beneficial ownership or control structure

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

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

legal community's commitment to supporting the combat against money laundering and terrorist financing – an international obligation of Hong Kong. The Law Society of Hong Kong sincerely hopes that members of the public will cooperate with their lawyers and help maintain Hong Kong's integrity as an international financial centre.

Lawyers serve a key gate-keeping role in detecting and preventing money-laundering and terrorist financing. But lawyers will only be able to play this role effectively with the public's assistance.

By providing lawyers with the required information, members of the public are helping to make it harder for money launderers and terrorists to disguise their activities as legal transactions. The new requirement can deter money launderers and terrorists from abusing Hong Kong's legal services.

The new requirements for client identification and gathering information is not limited to common transactions such as property transactions and the administration of estates, but all business dealings conducted between lawyers and their clients, including litigation.

Client information provided to lawyers will be kept in strict confidence and in compliance with the Personal Data (Privacy) Ordinance. Only if lawyers detect suspicious money laundering or terrorist financing activities will they make a report to the law enforcement authorities as a statutory obligation. Failure to



disclose any transaction suspected to be connected with money laundering or terrorist financing is an offence under Hong Kong laws.

Frequently Asked Questions

Why does the Law Society of Hong Kong require lawyers to request information for identification and verification from their clients?

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

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

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

- What is the purpose of the transaction?
- What is your relationship with the intended owner (if you do not intend to be the registered owner)?
- What is the source of funding?

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

What is meant by suspicious transaction?

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

- A secretive entity
- Unusual instructions
- Unusual settlement requests

What if I do not want to disclose my information?

If lawyers are unable to obtain the required information from their clients, they may refuse or cease to act for them.

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

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

A secretive entity



Unusual instructions



Unusual settlement requests



律師與市民齊參與 打擊清洗黑錢活動

為配合香港履行打擊清洗黑錢及恐怖分子融資活動的國際責任，律師在接受市民委託辦理任何事務前，會要求他們合作提供以下資料：

個別人士

- 身份證明文件，如身份證、護照、旅遊證件
- 地址證明
- 職業或商業詳細資料

公司

- 法律狀況文件，如公司註冊證書或商業登記證
- 董事或委託人的身份證明文件
- 董事會決議案
- 實益擁有人或控制權結構

此外，律師必須向客戶查詢有關交易的性質、目的、資金來源等資料。如果是較複雜或金額較大的交易，律師可能需要向客戶索取進一步資料。該些新措施現已生效。

要求律師向客戶索取身份證明文件及其他資料代表法律界對支持打擊清洗黑錢及恐怖分子融資活動的一份承擔。香港律師會衷心呼籲市民與律師合作，合力維護香港作為國際金融中心的誠信。

法律界必須得到市民的支持，才能夠做好把關人的工作，協助政府打擊清洗黑錢和恐怖分子融資活動。

通過向律師提供所需的資料，公眾人士便能使不法分子更難把清洗黑錢和恐怖組織的融資活動，掩飾為合法業務。新措施對清洗黑錢及恐怖活動分子濫用香港法律服務，將發揮阻嚇作用。

向客戶索取身份證明及交易資料新措施，適用於市民委託律師處理的所有事務，包括資產交易和遺產管理，以至訴訟。

律師會依照個人資料(私隱)條例處理客戶提供的資料，確保資料絕對保密。律師只會在發現可疑交易或恐怖分子融資活動時，才按法律規定向執法機構舉報。根據香港法例，若發現任何懷疑與清洗黑錢和恐怖分子融資活動有關的交易而不舉報，均屬違法。

常見問題

香港律師會為何要求律師向客戶索取有關身份證明及核實資料？

索取客戶身份資料的目的，是為了偵查和預防清洗黑錢和恐怖分子融資活動。香港在1991年加入國際打擊清洗黑錢財務行動特別組織，該組織負責制定國際標準及政策，以打擊清洗黑錢和恐怖分子融資活動。香港作為成員之一，有責任履行組織的建議，香港律師會亦為此作出配合。

除身份證明文件外，律師還會進一步索取其他資料嗎？

律師將根據交易性質進行查證工作。例如辦理樓宇買賣時，律師可能提出以下問題：

- 交易目的為何？

- 如將來的物業持有人並非客戶本人，雙方的關係是什麼？
- 資金的來源是什麼？

如果是較複雜或金額不尋常的交易，客戶可能需要提供進一步資料。

何謂「可疑交易」？

律師將根據交易性質、複雜程度和金額等因素作出判斷。舉例說，若下列情況出現，交易便可能有可疑成份：

- 身份不明
- 不尋常的指示
- 不尋常的結算要求

我可否拒絕提供資料？

假如客戶未能提供所需資料，律師可能會拒絕或停止為該客戶服務。

律師將如何處理我所提供的資料？資料會否保密？會否轉交第三者？

律師會依照個人資料(私隱)條例處理客戶提供的資料，確保資料絕對保密。律師只在發現可疑交易時，才會按法律規定向執法機構舉報。

身份不明 ☒

不尋常的指示 ☐

不尋常的結算要求 ☐



你我攜手為香港把關 Gatekeeping for HKSAR

配合香港履行打擊清洗黑錢之國際責任
你的支持不可少

Your Support is Crucial to Hong Kong Fulfilling
International Obligations on Anti-Money Laundering

