

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of the properties in

MOUNT REGALIA

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unless previously withdrawn or sold)

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

Vendor:	Eminent Gold Investments Limited 11th Floor, 68 Yee Wo Street, Causeway Bay, Hong Kong
Vendor's solicitors:	Mayer Brown 16 th – 19 th Floor, Prince's Building, 10 Chater Road, Hong Kong
Vendor's agent:	Regal Estate Agents Limited 11th Floor, 68 Yee Wo Street, Causeway Bay, Hong Kong Enquiry Hotline: 2320 6133

招標文件

公開招標承投購買物業

現招標承投購買以下發展項目之物業

富豪·山峯

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

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

賣方：	Eminent Gold Investments Limited 香港銅鑼灣怡和街 68 號 11 樓
賣方律師：	孖士打律師行 香港中環遮打道 10 號太子大廈 16 樓至 19 樓
賣方代理人：	富豪物業代理有限公司 香港銅鑼灣怡和街 68 號 11 樓 查詢熱線：2320 6133

PART 1: TENDER NOTICE

1. Definitions

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

“Acceptance Period”	means the period between the commencement date of submission of tender and the date which is the fourteenth working day after the closing of tender (both dates inclusive);
“Agreement”	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 4 of the Conditions of Sale;
“Conditions of Sale”	means the Conditions of Sale set out in Part 2 of this Tender Document;
“Development”	means MOUNT REGALIA ;
“Letter of Acceptance”	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice;
“Offer Form”	means the Offer Form set out in Part 3 of this Tender Document;
“this Preliminary Agreement”	means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document;
“Property”	means, if and when this Tender Document is accepted by the Vendor, the Tendered Property;
“Property for Tender”	means all or any of the properties offered for sale by tender as set out in the Sales Arrangements;
“Purchase Price”	means, if and when this Tender Document is accepted by the Vendor, the Tender Price;
“Purchaser”	means the successful Tenderer whose tender in respect of the Tendered Property is accepted by the Vendor;
“Sales Arrangements”	means any of the Information on Sales Arrangements issued by the Vendor for MOUNT REGALIA from time to time (as the same may be revised by the Vendor from time to time);
“Sales Office”	11th Floor, 68 Yee Wo Street, Causeway Bay, Hong Kong;
“Tender Closing Date”	means, in respect of each Property for Tender, the tender commencement date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;
“Tender Commencement Date”	means, in respect of each Property for Tender, the tender closing date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;
“Tender Document”	means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Annex);
“Tender Notice”	means the Tender Notice set out in Part 1 of this Tender Document;

“ Tender Period ”	means, in respect of each Property for Tender, the period between the Tender Commencement Date and Tender Closing Date;
“ Tender Price ”	means the price tendered for the Tendered Property as specified in the Schedule to the Offer Form;
“ Tendered Property ”	means the properties as specified in the Schedule to the Offer Form;
“ Tenderer ”	means the person who is specified in the Offer Form as the tenderer;
“ Vendor ”	means Eminent Gold Investments Limited; and
“ Vendor’s solicitors ”	means Mayer Brown.

2. **Procedures of Tender**

- 2.1 The Vendor invites tenders for the purchase of the Property for Tender on the terms and conditions contained in this Tender Document.
- 2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
- 2.3 The Vendor reserves the right to, at any time before the Tender Closing Date, accept any tender submitted.
- 2.4 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Property for Tender from sale or to sell or dispose of all or any of the Property for Tender or any part thereof to any person by any method (including without limitation private treaty, tender and auction).
- 2.5 The Vendor reserves the right to adjust the Tender Closing Date and time of the tender of any of the Property for Tender. Any adjustment of the Tender Closing Date and time will be posted at the Sales Office. The Vendor is not obliged to separately notify the Tenderers of such adjustment.
- 2.6 Tenderers should note the Vendor’s solicitors do not act for any Tenderer in the process of this tender.
- 2.7 A tender must be:-
 - (a) made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) duly completed and signed. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form;**
 - (b) accompanied with the following documents:-
 - (i) Cashier order(s) and/or cheque(s)
 One or more cashier order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance and/or cheque(s) in the aggregate amount of 5% of the Tender Price, such sum being the preliminary deposit for the tender, and made payable to “**MAYER BROWN**”, provided that HK\$500,000 thereof must be paid by cashier order(s).
 - (ii) Tenderer’s identification document
 If the Tenderer is/are individual(s), copy of the HKID Card/Passport of each individual of the Tenderer.

 If the Tenderer is a company, copy of the Certificate of Incorporation and the Business Registration Certificate of the Tenderer and copies of the latest register of directors and annual return of the Tenderer.

(iii) Intermediary's licence (if applicable)

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

(iv) Documents in Annex, duly signed and completed by the Tenderer

- (1) Measurements of the Tendered Property
- (2) Warning to Purchasers
- (3) Acknowledgement Letter Regarding Stamp Duty
- (4) Vendor's Information Form
- (5) Personal Information Collection Statement
- (6) Acknowledgement Letter Regarding Operation of Gondola
- (7) (If applicable) Acknowledgement Letter regarding common areas within flat roof and/or garden
- (8) Acknowledgement Letter regarding Tree Compensation Plan
- (9) Acknowledgement Letter regarding amendments to DMC

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

- (c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "**MOUNT REGALIA**"; and
- (d) placed in the Tender Box labelled "**Public Tender For MOUNT REGALIA**" placed at the Sales Office during the Tender Period.

2.8 In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced or is still in effect after 3:00 p.m. on the Tender Closing Date, the closing date and time of the tender will be extended to 3:00 p.m. to 4:00 p.m. on the next day and in respect of which no black rainstorm warning signal or typhoon signal no.8 or above is announced.

2.9 All cashier order(s) and/or cheque(s) forwarded by the Tenderer will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier order(s) and/or cheque(s) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other cashier orders and/or cheque(s) will be returned by personal delivery or by post to the unsuccessful Tenderers at the address stated in their tenders.

- 2.10
- (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal.
 - (b) If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.
 - (c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of Letter of Acceptance and return of cashier order(s) and/or cheque(s).

- 2.11
- (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Document, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.
 - (b) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK\$1.00 upon receipt of a written demand from him prior to the submission of his tender.

3. Acceptance of Tender

3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Tendered Property.

- 3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the “**Letter of Acceptance**”) personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.
- 3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor’s solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for inspection during the Tender Period at the Sales Office. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments.
- 3.4 (a) In the event that the Purchaser intends to execute the Agreement by his/her attorney on his/her behalf :-
- (i) the Vendor's solicitors will not act for the Purchaser in the sale and purchase of the Property and the Purchaser shall instruct his/her own solicitors to act for him/her; and
 - (ii) the relevant power of attorney is required to be approved by the Vendor.
- (b) All loan applications made to the Vendor’s designated financing company, loan documents and ancillary documents (collectively the “**Loan Documents**”) shall be signed by the Purchaser personally. No attorney can be accepted for the purpose of signing the Loan Documents.

4. Miscellaneous

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property for Tender and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property for Tender. All enquiries should be directed to the Vendor’s agent, Regal Estate Agents Limited (Enquiry Hotline: 2320 6133).
- 4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor’s agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.
- 4.3 The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Document. Tenders submitted which contain alterations and/or additions of any kind to, the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.
- 4.4 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

[End of Part 1: Tender Notice]

第 1 部份：招標公告

1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「承約期間」	指由遞交投標書的首日至招標截止日期後的第 14 個工作日(包括首尾兩日)；
「正式合約」	指賣方與買方根據出售條款第 4 條擬簽訂的該物業的正式買賣合約；
「出售條款」	指本招標文件第 2 部份的出售條款；
「發展項目」	指富豪·山峯；
「接納書」	指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知；
「要約表格」	指本招標文件第 3 部份的要約表格；
「本臨時合約」	指買方根據招標文件遞交投標書，以及賣方根據招標文件的接納書而訂立的合約；
「該物業」	指如果及一旦本招標文件獲得賣方接納時的該投標物業；
「該招標物業」	指銷售安排內列出的以招標形式出售的所有或任何物業；
「樓價」	指如果及一旦本招標文件獲得賣方接納時的投標價；
「買方」	指中標者，其對該物業的投標書獲得賣方接納；
「銷售安排」	指任何一份或多份賣方不時發出的富豪·山峯的銷售安排資料(及賣方不時對其作出修改的銷售安排資料)；
「售樓處」	指香港銅鑼灣怡和街 68 號 11 樓；
「招標截止日期」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標截止日期及時間；
「招標開始日期」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標開始日期及時間；
「招標文件」	指本招標文件(由第 1 部份、第 2 部份及第 3 部份組成，但不包括附件)；
「招標公告」	指本招標文件第 1 部份的招標公告；
「招標期間」	就每一個該招標物業而言，指招標開始日期至招標截止日期的期間；
「投標價」	指要約表格的附表中訂明投購該投標物業的價格；
「該投標物業」	指要約表格的附表中訂明的物業；

「投標者」	指要約表格中訂明為投標者的人士；
「賣方」	指 Eminent Gold Investments Limited；及
「賣方律師」	指孖士打律師行。

2. 招標程序

- 2.1 賣方現按照載於招標文件的條款及細則招標承投購該招標物業。
- 2.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.3 賣方保留權利在招標截止日期之前的任何時間接受任何已遞交之投標書。
- 2.4 賣方保留權利在接受任何投標書之前的任何時間撤回全部或任何該招標物業不予出售，或將該招標物業或其任何部份以任何方法(包括但不限於私人協約、投標及拍賣)售予任何人。
- 2.5 賣方保留權利更改任何該招標物業的招標截止日期及時間。任何更改招標截止日期及時間的通知會張貼於售樓處。賣方無須就該等更改另行通知投標者。
- 2.6 投標者須注意賣方律師在本招標過程中不代表任何投標者。
- 2.7 投標書必須：
 - (a) 採用本招標文件之格式，並填妥及簽署要約表格 (即本招標文件的第 3 部分)。請填妥及簽署要約表格的英文文本或要約表格的中文文本；
 - (b) 連同以下文件：
 - (i) 銀行本票及／或支票
由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的一張或多張銀行本票及／或支票，總金額為樓價的 5%，該金額須作為投標的臨時訂金，抬頭寫「孖士打律師行」，但其中港幣 500,000 元必須以銀行本票支付。
 - (ii) 投標者的身份證明文件
如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。
如投標者為公司，投標者的公司註冊證明書及商業登記證的複印本，以及投標者最近期的董事登記冊及周年申報表的複印本。
 - (iii) 中介人的牌照(如適用)
投標者委託的地產經紀的牌照複印本。
 - (iv) 由投標者填妥並簽署的附件的文件
 - (1) 投標物業的量度尺寸
 - (2) 對買方的警告
 - (3) 關於印花稅的確認書
 - (4) 賣方資料表格
 - (5) 個人資料收集聲明
 - (6) 關於吊船操作的確認函
 - (7) (如適用)關於平台及/或花園內的公用地方的確認函

- (8) 關於樹木補償方案的確認函
- (9) 關於修改公契的確認函

請不要於第(iv)分段所述的任何文件內填上日期。

- (c) 放入普通信封內，信封面上書明賣方收啓，並清楚註明「**富豪・山峯**」；及
 - (d) 於招標期間放入位於售樓處擺放的標示為「**富豪・山峯公開招標**」的投標箱內。
- 2.8 如在招標截止日期下午 3 時正後發出黑色暴雨警告或八號或以上颱風信號或該警告或信號仍然生效，截標日期及時間將延至下一日的下午 3 時正至下午 4 時正（而當天亦沒有黑色暴雨警告或八號或以上颱風信號發出）。
- 2.9 在賣方對收到的投標書作出決定前，所有銀行本票及／或支票均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票及／或支票將視作臨時訂金，以支付樓價的部份款項。所有其他銀行本票及／或支票將按投標書所載地址以專人送達、或通過郵遞方式退還予落選投標者。
- 2.10 (a) 投標者須親身簽署要約表格及其他文件(如投標者為公司，須由其董事簽署)，並視作為主事人。
- (b) 投標者如為公司，須於要約表格中清楚註明(除其他資料外)其聯絡人姓名、電話及傳真號碼。
- (c) 要約表格中指明的香港通訊地址將會是收取接受投標書信函及退回銀行本票及／或支票的地址。
- 2.11 (a) 作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間按照本招標公告及本招標公告夾附的投標表格和出售條款所載的條款及條件，隨時接納投標。投標書根據本招標公告的程序一經遞交，投標者即不可撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。
- (b) 作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。

3. 接受投標

- 3.1 投標書如獲接納，中標者即成為該投標物業之買方。
- 3.2 買方會在承約期間屆滿時或之前獲書面通知(「**接納書**」)其投標書已被接納，接納書會按要約表格指明的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。接納書在投郵後的第 2 個工作日視為已經正式收到。
- 3.3 在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式的正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於招標期間在售樓處審閱。為免疑問，買方被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。
- 3.4 (a) 如買方有意以其授權人代表其簽署正式合約：
- (i) 賣方律師將不會於買賣該物業事宜中代表買方，買方須另聘律師作為其代表；及
 - (ii) 相關授權書須由賣方事先批准。
- (b) 所有向賣方之指定財務機構作出的貸款申請、貸款文件及附帶文件(統稱「**貸款文件**」)須由買方親身簽署。以授權人簽署貸款文件不會被接受。

4. 其他事項

- 4.1 投標者宜注意，賣方只會回答關於該招標物業的一般問題，而不會就本招標文件或關於該招標物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方的代理人富豪物業代理有限公司 (查詢熱線: 2320 6133)。
- 4.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作為或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。
- 4.3 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件任何種類的改動及／或增加，該投標書將被視為不符合規定的投標書。
- 4.4 如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

[第1部份：招標公告完]

PART 2: CONDITIONS OF SALE

1. In these Conditions of Sale, terms defined in the Tender Notice shall have the same meaning when used herein. The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price and on the terms and conditions contained in this Preliminary Agreement.
2. In this Preliminary Agreement:-
 - (a) “**saleable area**” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance;
 - (b) “**working day**” has the meaning given by section 2(1) of that Ordinance.
 - (c) the floor area of an item under clause (a) of each Property set out in “Measurements of the Tendered Property” of the Tender Document is calculated in accordance with section 8(3) of that Ordinance; and
 - (d) the area of an item under clause (b) of each Property set out in “Measurements of the Tendered Property” of the Tender Document is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
3. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholders.
4. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-
 - (a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance; and
 - (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.
5. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
6. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
7. The Purchaser shall attend the office of the Vendor’s solicitors together with the Tender Document and the Letter of Acceptance within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor’s solicitors without amendment; (ii) to pay the sum abovementioned as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement.
8. If the Purchaser fails to sign the Agreement within 5 working days after the date of the Letter of Acceptance:-
 - (a) this Preliminary Agreement is terminated;
 - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
 - (c) the Vendor does not have any further claim against the Purchaser for the failure.
9. The measurements of the Property are as follows — (for residential property of the Property) see “Measurements of the Tendered Property” of the Tender Document; (for Residential Parking Space(s) of the Property) 12.5 square metres each; (for Motor Cycle Parking Space(s) of the Property) 2.5 square metres each.
10. The sale and purchase of the Property includes the fittings, finishes and appliances as follows — (for residential property of the Property) see Schedule to the Conditions of Sale; (for Residential Parking Space(s) and Motor Cycle Parking Space(s) of the Property) Nil.

11. Without prejudice to sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
12. The Purchaser acknowledges receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 13 and fully understands its contents.
13. For the purposes of clause 12, the following is the "Warning to Purchasers"–
- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
 - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
 - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
 - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
 - (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
14. The Purchaser will be required to covenant with the Vendor in the Agreement to the effect that in the event the Purchaser sub-sells the Property or transfer the benefit of the Agreement in any manner whatsoever before the completion of the sale and purchase of the Property, the Purchaser shall require each sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whosoever (i) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including but not limited to identity card numbers and full addresses) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration and including but not limited to any commission, reservation or agency fees or any other amount which has been paid or given to any intermediate transaction in addition to the consideration payable to the Vendor for the purchase of the Property, and (ii) to procure from any subsequent sub-purchaser or other transferee whomsoever or new purchaser a covenant in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement to the same effect as sub-clause (i) above.
15. It is hereby agreed and declared that this Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.
16. The Purchaser purchase with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.

17. The Property is sold on “as is” basis. The Purchaser agrees and acknowledges that he has duly inspected the Property, has knowledge of and accepts the existing state and condition of the Property.
18. (a) If the Purchaser appoints the Vendor’s solicitors to act for his/her behalf in respect of all legal documentation in relation to the purchase (including the Agreement, Mortgage and subsequent Assignment, etc.), the Vendor agrees to bear the Purchaser’s legal costs of the Agreement and the subsequent Assignment.
- (b) If the Purchaser chooses to instruct his own solicitors to act for him in relation to the purchase, each of the Vendor and Purchaser shall pay his own solicitors’ legal fees in respect of the Agreement and the subsequent Assignment.
- (c) All legal costs and disbursements of the Purchaser’s solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement, Mortgage and Assignment shall be borne and paid by the Purchaser.
- (d) All stamp duty (including without limitation any ad valorem stamp duty, special stamp duty, buyer’s stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.
- (e) All plan fees, the costs of certified copies of the relevant title deeds including plan fees for such certified copies, search fees, registration fees and other disbursements shall be borne by the Purchaser. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any mortgage of the Property.
19. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser’s behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.
20. This Preliminary Agreement is a binding agreement. The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price and on the terms set out in this Preliminary Agreement. Save and except the preliminary deposit, all deposit(s) and balance of purchase price shall be made by cashier orders drawn in favour of the Vendor’s solicitors. The Purchaser shall pay the Purchase Price pursuant to the terms and conditions herein. All payments of the purchase price shall be paid at or before 4:30p.m. Mondays to Fridays.
21. The sale and purchase shall be completed at the offices of the Vendor's Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) on completion date.
22. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
23. Time is of the essence of this Preliminary Agreement.
24. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
25. If the Property under this Preliminary Agreement consists of a residential property as well as any Residential Parking Space(s) or Motor Cycle Parking Space(s), such Property shall be covered by one single formal agreement for sale and purchase and one single subsequent assignment.
26. The Land Grant stipulates that the Residential Parking Spaces and the Motor Cycle Parking Spaces shall not be assigned except (i) together with a residential property of the Development; or to a person who is already an owner of a residential property of the Development; or underlet except to residents of the residential property of the Development. Provided that in any event not more than 3 in number of the total of the Residential Parking Spaces and the Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential proeprty of the Development.
27. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not

intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “**CRTPO**”) and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.

- (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
- (c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
 - (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and
 - (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.

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

第 2 部分：出售條款

1. 招標公告定義的詞語在本出售條款中具有相同含義。招標文件連同接納書構成賣方與買方就買賣該物業的有約束力的協議。賣方須以樓價並按本臨時合約所載條款及條款出售該物業，而買方須以樓價並按本臨時合約所載條款及條款購買該物業。
2. 在本臨時合約中—
 - (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
 - (b) “工作日”具有該條例第 2(1)條給予該詞的涵義；
 - (c) 招標文件的《投標物業的量度尺寸》載列之每個單位的(a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及
 - (d) 招標文件的《投標物業的量度尺寸》載列之每個單位的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。
3. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
4. 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：
 - (a) 由買方於接納書的日期之後的第 5 個工作日或之前簽立；及
 - (b) 由賣方於接納書的日期之後的第 8 個工作日或之前簽立。
5. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
6. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。
7. 買方須於接納書的日期之後的 5 個工作日內攜帶招標文件及接納書到賣方律師的辦事處辦理下列手續(按：必須嚴守所訂日期。)：(i)簽署賣方代表律師所訂定之標準正式合約；(ii)在簽署正式合約之同時交付本臨時合約上列明應付之款項；及(iii)同時交付就正式合約應付之所有印花稅。
8. 如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：
 - (a) 本臨時合約即終止；
 - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
 - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
9. 該物業的量度尺寸如下——(就該物業的住宅物業而言)見招標文件的《投標物業的量度尺寸》；(就該物業的住宅停車位而言) 每個 12.5 平方米；(就該物業的電單車停車位而言) 每個 2.5 平方米。
10. 該物業的買賣包括的裝置、裝修物料及設備如下——(就該物業的住宅物業而言)見出售條款的附表；(就該物業的住宅停車位及電單車停車位而言)沒有。
11. 在不損害《物業轉易及財產條例》(第 219 章)第 13 條和第 13A 條的原則下，賣方不得限制買方依據法律就業權提出要求或反對的權利。
12. 買方確認已收到第 13 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。
13. 就上述第 12 條而言，「對買方的警告」內容如下—

- (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
- (b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
- (c) 現**建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.
- (d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
- (e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
14. 買方須與賣方在正式合約中訂明，若買方轉售本物業或將正式合約權益轉讓予第三者，則每個轉購人、受贈人、獲提名人、受益人、代辦人或其他承讓人(i)在以後的轉售合約中列明所有確認人、獲提名人及其他買、賣本物業或任何相關利益人仕的詳細資料(包括但不限于身份証號碼及地址)，及全數金額或其他代價，包括但不限于任何佣金、訂購或代理費用、或任何在其間交易所需繳付予任何人仕的款項，及(ii)在以後的轉售合約中訂明，或在其他合約中加上有約束力的條文，致使每個轉購人或其他承讓人或新買家履行第(i)分條中的責任。
15. 現同意並聲明本臨時合約只適用於買方個人，買方無權要求賣方與其他人士簽署正式買賣合約，亦無權將本臨時合約權益轉讓給第三者。
16. 買方在購買本物業時完全知悉本物業及本物業內的裝置，裝修物料及設備的實質狀況，並接受本物業及該等裝置，裝修物料及設備的現狀。
17. 本物業以現狀形式出售。買方同意及承認已到上述物業實地視察，並清楚及接受上述物業現時之情況。
18. (a) 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正式合約、按揭契及轉讓契等法律文件，賣方同意為買方支付正式合約及其後之轉讓契約兩項法律文件律師費用。
- (b) 若買方選擇另聘代表律師作為買方之代表律師處理其購買事宜，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。
- (c) 買方律師有關處理、完成、釐印及登記給予買方的正式合約、按揭契及轉讓契所涉及的律師費用及雜項費用，全部由買方負責及支付。

- (d) 有關本臨時合約及/或正式合約及/或轉讓契之所有印花稅(包括但不限於根據香港法例第 117 章《印花稅條例》可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)，一概由買方負責支付。
- (e) 一切圖則費用、有關業權之契約之認證副本包括圖則之費用、查冊費、註冊費及其他支出款項均須由買方承擔。一切有關本物業按揭之法律費用及其他支出，均由買方負責。
19. 如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
20. 此臨時合約是有約束力的合約，賣方必須按此臨時合約列出之條款出售本物業，買方亦必須按該等條款購買本物業。除臨時訂金外，所有訂金及售價餘額必須以抬頭寫賣方之代表律師的銀行本票繳付。買方必須根據本臨時合約之條款及條件繳付售價。所有售價付款均須在星期一至五下午 4:30 前繳付。
21. 於成交日，買賣須於辦公時間(即指由上午 10 時起至同日下午 4:30 為止期間)內，在賣方律師的辦事處完成。
22. 本物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。
23. 本臨時合約所規定之期限均須嚴格遵守。
24. 買方之通訊地址及電話號碼如有任何更改，須以書面通知賣方。
25. 如本臨時合約下的本物業包括住宅物業也同時包括任何住宅停車位或電單車停車位，該物業必須由單一份正式合約及其後單一份轉讓契涵蓋。
26. 根據批地文件規定，住宅停車位及電單車停車位只可連發展項目的住宅物業的業權一起轉讓予他人，或只可轉讓予已經擁有發展項目的住宅物業的業權的人士；或只可出租予發展項目的住戶；無論在任何情況下，均不能將多於 3 個住宅停車位及電單車停車位轉讓或出租予任何一個發展項目的住宅物業的業主或住客。
27. (a) 賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(『該條例』)強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。
- (b) 本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章)的情況下。
- (c) 若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(在該條例定義)可依據該條例強制執行任何該等條款時：
- (i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於本臨時合約；及
- (ii) 賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。
28. 倘若本臨時合約中英文文本有差異，以英文文本為準。

Schedule to Conditions of Sale
出售條款的附表

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

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

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

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

PART 3: OFFER FORM

(To be completed by the Tenderer)

To: **The Vendor**

1. Offer

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

2. Binding agreement if offer is accepted

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

3. Address for receipt of Letter of Acceptance

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

4. Declarations, representations and warranties

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

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

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

Schedule to the Offer Form

(To be completed by the Tenderer)

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

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

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

Section 4 – Payment plan

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

If the Tendered Property comprises more than one (1) property, the Tenderer must choose the same payment plan for all the Tendered Property. For details of the gifts, financial advantage or benefits, please refer to Annex 10.

* ☐

180-day Payment Plan

(I) Terms of Payment

- A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).
- A further deposit equivalent to 5% of the Purchase Price shall be paid within 30 days after the date of Letter of Acceptance.
- A part payment equivalent to 5% of the Purchase Price shall be paid within 90 days after the date of Letter of Acceptance.
- 85% of the Purchase Price (balance of the Purchase Price) shall be paid within 180 days after the date of the Letter of Acceptance.

(II) List of gifts, financial advantage or benefits (Please see Annex 10 for details)

1. Either :-

- 20-year Standby 1st Mortgage Loan Benefit; or
- Standby 2nd Mortgage Loan Benefit

I/We will elect [* ☐ 20-year Standby 1st Mortgage Loan Benefit / ☐ Standby 2nd Mortgage Loan Benefit].

(* Please tick according to your choice)

2. Either :-

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

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

* ☐

720-day Payment Plan

(I) Terms of Payment

- A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).
- A further deposit equivalent to 5% of the Purchase Price shall be paid within 30 days after the date of Letter of Acceptance.
- A part payment equivalent to 5% of the Purchase Price shall be paid within 90 days after the date of Letter of Acceptance.
- A part payment equivalent to 1% of the Purchase Price shall be paid within 180 days after the date of Letter of Acceptance.
- A part payment equivalent to 1% of the Purchase Price shall be paid within 270 days after the date of Letter of Acceptance.
- A part payment equivalent to 1% of the Purchase Price shall be paid within 360 days after the date of Letter of Acceptance.
- A part payment equivalent to 1% of the Purchase Price shall be paid within 450 days after the date of Letter of Acceptance.
- A part payment equivalent to 1% of the Purchase Price shall be paid within 540 days after the date of Letter of Acceptance.
- A part payment equivalent to 1% of the Purchase Price shall be paid within 630 days after the date of Letter of Acceptance.
- 79% of the Purchase Price (balance of the Purchase Price) shall be paid within 720 days after the date of the Letter of Acceptance.

(II) List of gifts, financial advantage or benefits (Please see Annex 10 for details)

1. Early Move-in Benefit
2. Early Completion Cash Rebate
3. Standby 2nd Mortgage Loan Benefit
4. Either :-
 - (Applicable if Tenderer has tendered to purchase only one Residential Parking Space)
Option to purchase one Residential Parking Space; or
 - (Applicable if Tenderer has not tendered to purchase any Residential Parking Space)
Option to purchase two Residential Parking Spaces

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

Section 5 - Intermediary (if any)

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

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

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

Section 6 - Declaration of relationship with the Vendor (* Please tick as appropriate)

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

(A person is a related party to the Vendor if that person is:

- (a) a director of the Vendor, or a parent, spouse or child of such a director;*
- (b) a manager of the Vendor;*
- (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;*
- (d) an associate corporation or holding company of the Vendor;*
- (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or*
- (f) a manager of such an associate corporation or holding company.*

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

Section 7 - Submission checklist

The following documents are submitted together with this Tender Document (for details, please see paragraph 2.7 of the Tender Notice):-

1. ☐ Tender Document with the Offer Form completed and signed
2. ☐ Cashier order(s) and/or cheque(s)
3. ☐ Tenderer's identification documents
4. ☐ Intermediary's licence (if applicable)
5. Documents in Annex, duly signed and completed by the Tenderer:
 - (1) ☐ Measurements of the Tendered Property (undated)
 - (2) ☐ Warning to Purchasers (undated)
 - (3) ☐ Acknowledgement Letter Regarding Stamp Duty (undated)
 - (4) ☐ Vendor's Information Form (undated)
 - (5) ☐ Personal Information Collection Statement (undated)
 - (6) ☐ Acknowledgement Letter Regarding Operation of Gondola (undated)
 - (7) ☐ (If applicable) Acknowledgement Letter regarding common areas within flat roof and/or garden (undated)
 - (8) ☐ Acknowledgement Letter regarding Tree Compensation Plan (undated)
 - (9) ☐ Acknowledgement Letter regarding amendments to DMC (undated)

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

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

I/we am/are fully aware that after my/our tender of the Tendered Property, the Tendered Property may/will continue to be made available for viewing by potential purchasers of the Development until my/our completion of the purchase of the Tendered Property.

Signed by the Tenderer:

X

Section 9 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)

We declare and agree as follows:-

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

Director(s)		
	Name	Hong Kong Identity Card No. / Passport No. / B.R. No.
1.		
2.		
3.		
4.		

Section 10 - Signature of the Tenderer and witness

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

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

Signed by the Tenderer:	Witnessed by:
X	X
Name of the authorized signature (if the Tenderer is a company):	Name of the witness:
Date:	

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

第 3 部份：要約表格

(由投標者填寫)

致：賣方

1. 要約

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

2. 如要約獲接納將構成有效協議

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

3. 收取接納書的地址

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

4. 聲明、陳述及保證

本人／我們現聲明、陳述及保證如下：

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

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

要約表格的附表

(由投標者填寫)

第1節 – 投標者的資料				
名稱				
身份證／護照／商業登記證號碼				
地址／註冊辦事處				
香港通訊地址(如與上面不同)				
聯絡資料	聯絡人			
	電話		傳真	
第2節 – 投標物業				
洋房	(洋房號碼)			
單位	(座號)	(樓層)	(單位)	
住宅停車位(1)	(號碼)			
住宅停車位(2)	(號碼)			
第3節 – 投標價				
投標價 (HK\$)	注：每個住宅停車位的售價為港幣 4,000,000 元。如投標物業包括任何住宅停車位，投標價須包括及被視為已包括住宅停車位的售價。			
銀行本票	金額 (HK\$)	銀行	本票編號	
支票	金額 (HK\$)	銀行	支票編號	

第4節 – 付款計劃

投標者須選擇下列其中一種付款計劃。(*請只剔一種付款計劃)

如投標物業有多於一個物業，投標者須就全部投標物業選擇相同的付款計劃。有關贈品、財務優惠或利益的詳情，請參閱附件 10。

* ☐

180 日付款計劃

(I) 支付條款

- 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付
- 加付訂金即樓價 5%於接納書的日期後 30 日內繳付。
- 相等於樓價 5%的部份樓價於接納書的日期後 90 日內繳付。
- 樓價 85%(樓價餘額)於接納書的日期後 180 日內繳付。

(II) 贈品、財務優惠或利益的列表 (請參閱附件 10)

1. 兩者選其一：

- 20 年備用第一按揭貸款優惠；或
- 備用第二按揭貸款優惠

本人／我們選擇[* ☐ 20 年備用第一按揭貸款優惠/☐ 備用第二按揭貸款優惠]。

(*請按自己的選擇剔選)

2. 兩者選其一：

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

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

* ☐

720 日付款計劃

(I) 支付條款

- 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付
- 加付訂金即樓價 5%於接納書的日期後 30 日內繳付。
- 相等於樓價 5%的部份樓價於接納書的日期後 90 日內繳付。
- 相等於樓價 1%的部份樓價於接納書的日期後 180 日內繳付。
- 相等於樓價 1%的部份樓價於接納書的日期後 270 日內繳付。
- 相等於樓價 1%的部份樓價於接納書的日期後 360 日內繳付。
- 相等於樓價 1%的部份樓價於接納書的日期後 450 日內繳付。
- 相等於樓價 1%的部份樓價於接納書的日期後 540 日內繳付。
- 相等於樓價 1%的部份樓價於接納書的日期後 630 日內繳付。
- 樓價 79%(樓價餘額)於接納書的日期後 720 日內繳付。

(II) 贈品、財務優惠或利益的列表 (請參閱附件 10)

1. 提前入住優惠
2. 提早成交現金回贈優惠
3. 備用第二按揭貸款優惠
4. 兩者選其一：
 - (適用於如投標者已投標購買一個住宅停車位)認購一個住戶停車位的權利；或
 - (適用於如投標者沒有投標購買兩個住宅停車位)認購兩個住戶停車位的權利
為免疑問，如投標者已投標購買兩個住宅停車位，投標者不會獲認購住宅停車位的權利。

第5節- 中介人(如有)

地產代理姓名	
地產代理牌照號碼	
公司名稱	
聯絡電話	

關於中介人的聲明(僅於有指明中介人時適用)

本人／我們確認及聲明中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、承諾或陳述，無論在任何情況下賣方均無須就中介人所作出的任何協議、承諾或陳述向買方、中介人或任何其他人士負責。買方與中介人之任何糾紛一概與賣方無關。該物業之買賣交易嚴格依據招標文件進行。

第6節- 與賣方關係的聲明(*請剔適用者)

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

(如有以下情況，某人即屬賣方的「有關連人士」：

- (a) 該人是賣方的董事，或該董事的父母、配偶或子女；
- (b) 該人是賣方的經理；
- (c) 該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
- (d) 該人是賣方的有聯繫法團或控權公司；
- (e) 該人是上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或
- (f) 該人是上述有聯繫法團或控權公司的經理。

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

第7節- 遞交清單

以下文件連同本招標文件遞交(詳情見招標公告第 2.7 段)：

1. ☐ 招標文件及要約表格已填妥及簽署
2. ☐ 銀行本票及／或支票
3. ☐ 投標者的身份證明文件
4. ☐ 中介人的牌照(如適用)
5. 由投標者填妥並簽署的附件的文件：
 - (1) ☐ 投標物業的量度尺(未有填上日期)
 - (2) ☐ 對買方的警告(未有填上日期)
 - (3) ☐ 關於印花稅的確認書(未有填上日期)
 - (4) ☐ 賣方資料表格(未有填上日期)
 - (5) ☐ 個人資料收集聲明(未有填上日期)
 - (6) ☐ 關於吊船操作的確認函(未有填上日期)
 - (7) ☐ (如適用)關於平台及／或花園內的公用地方的確認函(未有填上日期)
 - (8) ☐ 關於樹木補償方案的確認函(未有填上日期)
 - (9) ☐ 關於修改公契的確認函(未有填上日期)

第8節 – 參觀該投標物業(†請剔其中一項)

- †□ 賣方已開放該投標物業以供本人／我們參觀，而本人／我們亦已參觀該投標物業。
- †□ 本人／我們明白本人／我們有權在遞交投標書前參觀該投標物業，而賣方已開放該投標物業以供本人／我們參觀，但本人／我們決定不參觀該投標物業。

本人／我們充份知悉在本人／我們承投該投標物業後，該投標物業可能／將會繼續開放予該發展項目之準買方參觀直至本人／我們完成購買該投標物業。

投標人簽署：

X

第9節 – 關於公司投標者的聲明(不適用於個人投標者)

我們聲明並同意如下：

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

董事

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

第10節 – 投標者及見證人的簽署

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

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

投標者簽署：

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

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

1. 招標物業的量度尺寸 #
Measurements of the Tendered Property #
2. 對買方的警告 #
Warning to Purchasers #
3. 關於印花稅的確認書 #
Acknowledgement Letter Regarding Stamp Duty #
4. 賣方資料表格 #
Vendor's Information Form #
5. 個人資料收集聲明 #
Personal Information Collection Statement #
6. 關於吊船操作的確認函 #
(If applicable) Acknowledgement Letter Regarding Operation of Gondola #
7. (如適用)關於平台及/或花園內的公用地方的確認函 #
(If applicable) Acknowledgement Letter regarding common areas within flat roof and/or garden #
8. 關於樹木補償方案的確認函 #
Acknowledgement Letter regarding Tree Compensation Plan #
9. 關於修改公契的確認函 #
Acknowledgement Letter regarding amendments to DMC #
10. 贈品、財務優惠或利益的列表
List of gift, or financial advantage or benefit
11. 律師收費表 (附印花稅計算方法)
Schedule for Legal Fee(s) (with stamp duty calculation)

Measurements of the Tendered Property

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

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

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

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

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

Signed by the Purchaser 買方簽署

WARNING TO PURCHASERS**對買方的警告**

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

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

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

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

我/我們已收到此警告之副本及完全明白此警告之內容。

Dated this day of
公曆 年 月 日

Signed by the Purchaser 買方簽署

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

Annex 3 附件 3

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

The Purchaser hereby confirms and acknowledges that the Purchaser is aware of the following and their implications prior to the signing of the preliminary agreement for sale and purchase (“**Preliminary Agreement**”) and the formal agreement for sale and purchase (“**Agreement for Sale and Purchase**”) of the Property:

買方謹此確認及知悉在簽署上述物業之臨時買賣合約(「**臨時合約**」)及正式買賣合約(「**買賣合約**」)之前，買方已獲悉以下事項及其影響：

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

1. The Stamp Duty (Amendment) Ordinance 2018 was gazetted on 19 January 2018 with retrospective effect from 5 November 2016. Any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to new ad valorem stamp duty (“**AVD**”) at a flat rate of 15% (“**New Rate**”). AVD at New Rate is applicable to any residential property (except that acquired by a Hong Kong permanent resident (“**HKPR**”) who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition) acquired either by an individual or a company.

《2018 印花稅(修訂)條例》已於 2018 年 1 月 19 日刊憲，法例具有追溯效力至 2016 年 11 月 5 日。任何在 2016 年 11 月 5 日或以後簽立以買賣或轉讓住宅物業的文書，除獲豁免或另有規定外，均須繳付以劃一 15% 新稅率(「**新稅率**」)計算的從價印花稅。任何以個人或公司名義取得的住宅物業(除非該住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業)，均須繳付以新稅率計算的從價印花稅。

Tightening Up of Exemption Arrangement
收緊豁免安排

2. The Stamp Duty (Amendment) (No.2) Ordinance 2018 was gazetted on 20 April 2018 with retrospective effect from 12 April 2017. Unless specifically exempted or otherwise provided by law, any instrument executed on or after 12 April 2017 for the sale and purchase or transfer of residential property, if covering more than one residential property, will be subject to AVD at New Rate even though those residential properties are acquired by a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition.

《2018 印花稅(修訂)(第 2 號)條例》已於 2018 年 4 月 20 日刊憲，法例具有追溯效力至 2017 年 4 月 12 日。除獲特定豁免或另有法律規定外，任何在 2017 年 4 月 12 日或以後簽立以買賣或轉讓住宅物業的文書，若該文書包含多於一個住宅物業，則即使該等住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業，仍須按新稅率繳付從價印花稅。

3. There is no change to the other circumstances under which AVD at Scale 2 rates is applicable or AVD is exempt.
可按第 2 標準稅率繳納「從價印花稅」或可獲豁免「從價印花稅」的其他情況沒有改變。
4. For details of the applicable exemptions to AVD at New Rate, please browse the Inland Revenue Department website (www.ird.gov.hk).
有關以新稅率計算的「從價印花稅」適用的豁免，詳情請瀏覽稅務局網頁 (www.ird.gov.hk)。

Procedures to be followed by the Purchaser 買方須遵守的程序

5. If the Purchaser claims that the AVD at Scale 2 rates shall apply and/or buyer's stamp duty (“**BSD**”) shall be exempted:-
如買方聲稱應適用以第 2 標準稅率計算的從價印花稅及/或應豁免買家印花稅：
 - (a) The Purchaser or each of the Purchaser (as the case may be) shall make a statutory declaration (the “**Statutory Declaration**”) (in the prescribed form) accompanied with a copy of your Hong Kong Identity Card(s).
買方或每名買方(視適用情況而定)須作出法定聲明(依照訂表格)及附上閣下的香港身分證副本。
 - (b) The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors :-
買方承諾向賣方律師交付並促使其律師向賣方律師交付：

- (i) within 17 days from the date of the Agreement for Sale and Purchase, a certified true copy of the Statutory Declaration together with a duly completed Form IRSD 118 and other forms or supporting documents which the Stamp Office may from time to time require; and
在買賣合約訂立之日起 17 天內，「法定聲明」的認證副本連同已填妥的 IRSD118 表格及印花稅署不時要求的其表格或其他證明文件；及
- (ii) within 1 month from the date of the Agreement for Sale and Purchase, a certified true copy of the Agreement for Sale and Purchase duly stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.
在買賣合約訂立之日起 1 個月內，一份已加蓋應付印花稅之買賣合約的認證副本，或印花證明書的認證副本，以證明已完全繳付買賣合約之印花稅。

6. If the present transaction is subject to payment of the AVD at New Rate, the AVD at New Rate will be payable within 30 days after execution of the relevant Agreement for Sale and Purchase.
如本項交易須繳付以新稅率計算的從價印花稅，以新稅率計算的從價印花稅須在有關買賣合約簽立日期後 30 天內繳交。

Other Matters

其他事項

7. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.
本人／我們確認及知悉，若本人／我們不能全數準時支付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，本人／我們須就此向賣方作出十足的彌償。
8. I/We understand that I/we shall be solely responsible for ascertaining whether I/we am/are HKPR, subject to the BSD and subject to the AVD at New Rate.
本人／我們明白，本人／我們有責任確定本人／我們是否香港永久性居民、是否需要繳付「買家印花稅」及是否需要繳付以新稅率計算的「從價印花稅」。
9. I/We acknowledge and agree that I/we shall pay all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by me/us or any third party (if applicable) if I/we claim exemption from BSD or AVD at New Rate, as the case may be.
本人／我們知悉及同意，若本人／我們有意申請豁免「買家印花稅」或豁免以新稅率計算「從價印花稅」(視情況而定)，本人／我們須支付所有就該申請而必需由本人／我們或第三方(如適用)作出的「法定聲明」所涉及的法律費用及開銷。
10. I/We acknowledge that this document does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt. Whether the AVD at Scale 2 rates will be applicable to me/us and/or whether I/we shall be exempted for BSD is subject to the decision of the Collector of Stamp Revenue.
本文件不構成你們給予本人／我們任何意見或陳述。本人／我們明白如有疑問，本人／我們應徵詢專業人士之意見。印花稅署署長對於以第 2 標準稅率計算的「從價印花稅」是否適用於本人／我們及／或本人／我們是否可獲豁免「買家印花稅」有決定權。
11. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.
本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。
12. The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.
本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signed by the Purchaser 買方簽署

Vendor's Information Form
賣方資料表格

Annex 4 附件 4

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

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	The amount of the management fee cannot be provided as the Deed of Mutual Covenant and Management Agreement in respect of the Development has not yet been executed for the time being. 因發展項目的公契尚未簽立，所以未能提供該物業的管理費金額。
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 Property [#] . There has been no apportionment of Government rent for the Property as at the date of printing of this form. 本物業應課差餉租值之3% [#] 。直至本表格印刷之日，尚未有為本物業分攤地租。
c) The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	No 沒有
d) The name of the manager of the Development 發展項目的管理人的姓名或名稱	Regal Estate Management Limited 富豪物業管理有限公司
e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development 賣方自政府或管理處接獲的關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知	No 沒有
f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索	No 沒有

Date of Printing: 28/3/2019
印製日期: 28/3/2019

Signed by the Purchaser(s) 買方簽署

Collection of your personal information

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

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

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

Purposes for which Your Information may be used

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

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

Transfer of Your Information

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

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

Use of Your Information in direct marketing

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

In connection with direct marketing, we intend:

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

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

Access to and correction of Your Information

You have the right to request access to and correction of Your Information in accordance with the provisions of the Ordinance. Any data access request or data correction request may be made by a prescribed form in writing to Eminent Gold Investments Limited, 11th Floor, 68 Yee Wo Street, Causeway Bay, Hong Kong.

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

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

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

Signed by the Purchaser(s)

Name: _____

Date: _____

Eminent Gold Investments Limited
個人資料收集聲明

收集閣下的個人資料

Eminent Gold Investments Limited(「本公司」或「我們」)為提供服務及產品(包括處理閣下的物業交易)，需要閣下不時向我們或我們的代理人提供閣下的個人資料及詳情。若沒有所需的資料及詳情，我們可能無法提供閣下要求的服務及產品。

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

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

閣下資料可能被用作的用途

我們可能不時使用閣下資料作下列一個或多個用途：

- (i) 處理閣下的物業交易，包括準備文件和作出任何必要的安排以完成交易；
- (ii) 向閣下提供及管理優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益(不論屬財務性質或以贈品或其他形式提供)；
- (iii) 如閣下尋求按揭、第二按揭、信貸融資或財務融通，與承按人或信貸融資或財務融通提供者聯絡以處理閣下的申請；
- (iv) 處理閣下就服務、產品、會籍或利益的申請或要求；
- (v) 促進物業管理及保安；
- (vi) 促銷服務、物業、物業發展項目、產品及其他標的(詳情請參閱以下「在直接促銷中使用閣下資料」部分)；
- (vii) 進行統計研究和分析(統計研究及分析結果將不會揭露閣下的身分)；
- (viii) 與閣下溝通；
- (ix) 調查及處理投訴；
- (x) 預防或偵測非法或可疑活動；及
- (xi) 在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。

轉移閣下資料

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

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

在直接促銷中使用閣下資料

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

就直接促銷，我們有意：

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

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

查閱及改正閣下資料

閣下有權根據條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求，可以指定的書面形式向我們提出，**Eminent Gold Investments Limited** 地址為香港銅鑼灣怡和街 68 號 11 樓。

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

本人已閱讀及明白本個人資料收集聲明，包括使用及轉移本人的個人資料作直接促銷用途有關的資訊。本人明白本人有權在下列方格內加上剔號(“✓”)表示拒絕該等使用或轉移。若本人不在有關方格內加上剔號(“✓”)，**Eminent Gold Investments Limited** 可在直接促銷中使用本人的個人資料或將本人的個人資料提供予其他人士以供其在直接促銷中使用(視情況而定)，有關詳情請參閱以上「在直接促銷中使用閣下資料」部分。

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

買方簽署

姓名： _____

日期： _____

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

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

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

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

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

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

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

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

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

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

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

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

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

如本函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

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

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

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

Signed by the Purchaser(s) 買方簽署

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

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

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

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

- (a) According to Clause 36 in the Third Schedule to the Deed of Mutual Covenant and Management Agreement in respect of the Development (the “DMC”), no Owner shall interfere with, damage or cut any tree growing on the Land (i.e. Sha Tin Town Lot No. 578) or adjacent thereto except with the prior written consent of the Director of Lands and in compliance with any conditions that may be imposed by the said Director and each Owner shall be responsible to remedy and indemnify the other Owners in respect of any breach of this Clause including a breach by the occupants of his Unit and their guests or visitors.

依照發展項目之公契及管理協議（“公契”）附表三第 36 條，除得到地政總署署長事先書面批准，並符合該署長可能施加的任何條件，業主均不可干擾、損毀或砍倒任何生長於該地段上（即沙田市地段第 578 號）或鄰近之樹木。而每名業主均有責任就任何違反公契附表三第 36 條的行為，包括他的單位的佔用人和他們的客人或訪客的違反行為，向其他業主作出補救和賠償。

- (b) The location of the trees within the common areas of the Development as required to be planted by the Tree Compensation Plan (approved by the District Land Office, Sha Tin Department) is shown in the Relevant Information section of the sales brochure of the Development. A copy of the last updated version of the Tree Compensation Plan as of the date of printing of the sales brochure is available for free inspection during normal office hours at the sales office. I/We declare confirm and acknowledge that the view of the Property may be affected by the said tree(s).

該等位於發展項目的公用地方之內，並根據獲地政總署署長批核的“樹木補償方案”種植的樹木的位置，於發展項目的售樓說明書的有關資料章節中顯示。在印製售樓說明書當日適用的最近更新版本經地政總署沙田地政處批准的樹木補償方案示意圖存於售樓處，於正常辦公時間內供免費查閱。本人/我們謹此聲明及確認該本物業的景觀可能會受該等樹木影響。

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

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

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

如本函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Acknowledgement Letter regarding amendments to DMC
關於修改公契的確認函

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

- I /We, the undersigned, hereby acknowledge and are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that:-
本人/吾等，即下方簽署人，特此確認本人/吾等簽署本物業的臨時買賣合約前已清楚明白以下事項：
 - The Vendor will make/has made application (the "**Application**") at its own costs and expenses to amend the approved form of Deed of Mutual Covenant and Management Agreement to Legal Advisory and Conveyancing Office.
賣方將會/已自費向法律諮詢及田土轉易處作出申請(「該申請」)修改經獲批核的公契的版本。
 - The Application is to (including but not limited to) correct the respective percentages in which different categories of owners shall contribute to the management expenses for the Carpark Common Areas and Facilities.
該申請的目的為(包括但不限於)修正各類別的業主須對停車場公用地方及設施的管理費用供款的百分比。
 - I/We hereby agree and authorize the Vendor to make the Application and I/we shall not make any objection to the Application and shall provide all reasonable assistance to the Vendor to facilitate the approval of the Application.
本人/吾等同意及授權賣方作出該申請，本人/吾等不會對該申請作出任何反對及會向賣方提供所有合理協助以促使該申請獲得批核。
- I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.
本人 / 吾等確認及聲明本人 / 吾等同意購入物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。
- In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.
如本函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

贈品、財務優惠或利益的列表

List of gifts, financial advantage or benefits

第 I 部份

Part I

1. 視乎買方其要約表格所選擇的支付辦法，賣方將就購買該物業向買方提供以下該支付辦法相關的贈品、財務優惠或利益。
Depending on the payment plan selected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits of the payment plan will be made available by the Vendor to the Purchaser in connection with the purchase of the Property.
2. 除非本列表另有定義，招標文件中各用語的定義適用於本贈品、財務優惠或利益的列表的用語。
All capitalised items in this list of gifts, financial advantage or benefits, unless otherwise defined, shall have the meanings ascribed to them in the Tender Document.
3. 如臨時合約及正式合約因任何原因終止或取消，則賣方提供贈品、財務優惠及利益的協議將無效。
The Vendor's offer to provide the gifts, financial advantage or benefits shall be withdrawn if the Preliminary Agreement and the Agreement is/are terminated or cancelled for whatever reason.
4. 根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠(如有)；而有關還款能力之要求(包括但不限於供款與入息比率之上限)將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。
According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the Purchaser in connection with the purchase of a residential property will be deducted from the purchase price when calculating the loan-to-value ratio by the bank; and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.
5. 所有就購買該物業而連帶獲得的任何折扣、贈品、財務優惠或利益均只提供予買方及不可轉讓。賣方有絕對酌情權決定買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。
All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of the Property are offered to the Purchaser only and shall not be transferable. The Vendor has absolute discretion in deciding whether a Purchaser is entitled to those discount, gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those discount, gift, financial advantage or benefit. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.
6. 所有由賣方將提供用以支付樓價餘額部份的現金回贈(以向上捨入方式換算至整數)，在符合提供現金回贈的相關先決條件的情況下，賣方保留權利以其他方法及形式將現金回贈支付予買方。
For all cash rebate(s) (rounded up to the nearest integer) that will be offered by the Vendor for part payment of the balance of purchase price, subject to the relevant prerequisite for provision the cash rebate(s) being satisfied, the Vendor reserves the right to pay the cash rebate(s) to the Purchaser by other method(s) and in other manner.
7. 賣方的指定財務機構沒有亦將不會委任任何人士(第三方)處理就向任何擬借款人或任何指明類別的擬借款人批出貸款，無論是促使、洽商、取得或申請貸款，或是擔保或保證該筆貸款的償還或有關事宜。
The Vendor's designated financing company has not and will not appoint any person (third party) for or in relation to granting a loan to any intending borrower or any specified class of intending borrower, whether as to the procuring, negotiation, obtaining, application, guaranteeing or securing the repayment of such a loan.
8. 由賣方之指定財務機構提供的任何貸款，其最高貸款金額、息率及條款僅供參考，買方實際可獲得的貸款金額、息率及條款須視乎指定財務機構的獨立批核結果而定，而且可能受法例及政府、香港金融管理局、銀行及相關監管機構不時發出之指引、公布、備忘等(不論是否對指定財務機構有約束力)影響。
The maximum loan amount, interest rate and terms of any loan to be offered by the Vendor's designated financing company are for reference only. The actual loan amount, interest rate and terms to be offered to the Purchaser shall be subject to the independent approval of the designated financing company, and may be affected by the laws and the guidelines, announcement, memorandum, etc. (whether the same is binding on the designated financing company) issued by the Government, Hong Kong Monetary Authority, banks and relevant regulatory authorities from time to time.

180 日付款計劃
180-day Payment Plan

1. 20 年備用第一按揭貸款優惠
20-year Standby 1st Mortgage Loan Benefit

20年備用第一按揭貸款的最高金額為樓價的75%，惟貸款金額不可超過應繳付之樓價餘額。首兩年之按揭利率為渣打銀行(香港)有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減2% p.a.，第三年為港元最優惠利率減1% p.a.，第四至五年為港元最優惠利率，其後之按揭利率為港元最優惠利率加1% p.a.，利率浮動。詳情請參閱附錄1(a)。

The maximum 20-year Standby 1st Mortgage Loan amount shall be 75% of the net purchase price, provided that the loan amount shall not exceed the balance of purchase price payable. Interest rate for the first 2 years shall be Hong Kong Dollar prime rate quoted from time to time by Standard Chartered Bank (Hong Kong) Limited (“Hong Kong Dollar Best Lending Rate”) minus 2% p.a., the third year at Hong Kong Dollar Best Lending Rate minus 1% p.a., the fourth and fifth year at Hong Kong Dollar Best Lending Rate and thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation. Please see Appendix 1(a) for details.

選用20年備用第一按揭貸款優惠的名額為5個，先到先得，以賣方的指定財務機構收到書面申請的先後次序為準。

The quota for the 20-year Standby 1st Mortgage Loan Benefit is five (5) on a first come first served basis according to the order of priority of the written applications received by the Vendor's designated financing company.

如買方已申請第二按揭貸款，買方將不可申請20年備用第一按揭貸款。

If the Purchaser has applied for the Standby 2nd Mortgage Loan, the Purchaser shall not be eligible to apply for the 20-year Standby 1st Mortgage Loan.

2. 備用第二按揭貸款優惠
Standby 2nd Mortgage Loan Benefit

備用第二按揭貸款優惠的最高金額為樓價的 25%，惟第一按揭貸款(由第一按揭銀行提供)及備用第二按揭貸款總金額不可超過淨樓價的 75%，或應繳付之樓價餘額，以較低者為準。首兩年之按揭利率為渣打銀行(香港)有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減 2% p.a.，其後之按揭利率為港元最優惠利率，利率浮動。詳情請參閱附錄 1(b)。

The maximum Standby 2nd Mortgage Loan amount shall be 25% of the purchase price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Standby 2nd Mortgage Loan shall not exceed 75% of the purchase price, or the balance of purchase price payable, whichever is lower. Interest rate for the first 2 years shall be Hong Kong Dollar prime rate quoted from time to time by Standard Chartered Bank (Hong Kong) Limited (“Hong Kong Dollar Best Lending Rate”) minus 2% p.a., thereafter at Hong Kong Dollar Best Lending Rate, subject to fluctuation. Please see Appendix 1(b) for details.

如買方已申請20年備用第一按揭貸款，買方將不可申請備用第二按揭貸款。

If the Purchaser has applied for the 20-year Standby 1st Mortgage Loan, the Purchaser shall not be eligible to apply for the Standby 2nd Mortgage Loan.

3. 認購一個住宅停車位的權利(適用於如買方只連同住宅物業購買一個住宅停車位)
Option to purchase one Residential Parking Space (Applicable if the Purchaser only purchases one residential parking space together with the residential property)

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

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

(b) 如買方不根據賣方日後公佈的住宅停車位之銷售安排行使其認購一個住宅停車位的權利，其認購一個住宅停車位的權利將會自動失效，買方不會為此獲得任何補償。

If the Purchaser does not exercise the option to purchase one residential parking space in accordance with time limit and manner prescribed by the sales arrangement of the residential parking spaces to be announced by the Vendor, the option to purchase one residential parking space shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.

(c) 住宅停車位的售價及銷售安排詳情將由賣方全權及絕對酌情決定，並容後公佈。

The price and sales arrangement details of residential parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later.

4. 認購兩個住宅停車位的權利(適用於如買方沒有連同住宅物業購買任何住宅停車位)
Option to purchase two Residential Parking Spaces (Applicable if the Purchaser does not purchase any residential parking space together with the residential property)

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

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

- (b) 如買方不根據賣方日後公佈的住宅停車位之銷售安排行使其認購兩個住宅停車位的權利，其認購兩個住宅停車位的權利將會自動失效，買方不會為此獲得任何補償。
If the Purchaser does not exercise the option to purchase two residential parking spaces in accordance with time limit and manner prescribed by the sales arrangement of the residential parking spaces to be announced by the Vendor, the option to purchase two residential parking spaces shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.
- (c) 住宅停車位的售價及銷售安排詳情將由賣方全權及絕對酌情決定，並容後公佈。
The price and sales arrangement details of residential parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later.

720 日付款計劃

720-day Payment Plan

1. 提前入住優惠

Early Move-in Benefit

- (a) 在買方滿足及完成本段的先決條件及任何其他由賣方施加的條款及條件，賣方可給予買方許可證以准許買方以許可人的身份在該物業買賣交易完成前佔用該物業。
Subject to the conditions precedent in this paragraph being satisfied by the Purchaser and any other terms and conditions as shall be imposed by the Vendor, the Vendor may grant a licence to the Purchaser to occupy the Property as a licensee prior to the completion of sale and purchase of the Property.
- (b) 買方必須簽署許可協議（格式及內容由賣方訂明，買方不得要求任何修改），主要條款如下：
The Purchaser shall sign a Licence Agreement (in such form and content as the Vendor may prescribe and the Purchaser shall not be allowed to make any amendment thereto), the principal terms of which are as follows:
- A. 許可佔用期由許可協議指明的日期開始（不得早於接納書日期後180天），並於成交日期或在接納書日期後720天內（以較早者為準）終止。
The licence period shall commence from the date as specified in the Licence Agreement (which shall not be earlier than 180 days after the date of Letter of Acceptance) and shall end upon the completion date or within 720 days after the date of Letter of Acceptance (whichever is earlier);
- B. 買方在許可佔用期須向賣方支付之許可費用為樓價2%。
The licence fee payable by the Purchaser to the Vendor for the licence period shall be equivalent to 2% of the purchase price ;
- C. 賣方會在物業買賣完成時將許可費用直接用於支付部份樓價餘額，但前提是：
- (a) 買方已根據買賣合約完成物業買賣；
- (b) 許可費用已依照許可協議訂定的日期付清；及
- (c) 許可協議的條款及條件已獲全面遵守。
- 為免存疑，如不符合本第C款規定的任何條件，賣方不會將許可費用用於支付部份樓價餘額，買方不能向賣方提出任何索償要求退還許可費用或其任何部分或其任何利息。
The licence fee shall be applied by the Vendor towards settlement of part of the balance of purchase price of the Property upon completion of the sale and purchase subject to the fulfillment of the following conditions:-
- (a) the Purchaser having duly completed the purchase of the Property in accordance with the terms and conditions of the sale and purchase agreement;
- (b) the licence fee has been paid in the manner as set out in the licence agreement; and
- (c) the terms and conditions of the licence agreement have been complied with in all respects.
- For the avoidance of doubt, in the event that any one of the conditions stipulated under this paragraph C is not fulfilled, the Vendor shall not apply the licence fee towards settlement of part of the balance of the purchase price of the Property and the Purchaser shall have no claim whatsoever against the Vendor for any refund of the licence fee or any part thereof or any interest thereon.
- D. 在許可佔用期內，買方須負責該物業之管理費、地租、差餉及所有其他雜費（統稱「相關開支」）。
- The Purchaser shall be responsible for management fees, Government rent and rates, and all other outgoings and expenses of the Property (collectively “**Relevant Expenses**”) during the licence period.
- E. 在許可佔用期內，買方須支付為該物業提供的任何公用事業服務的所有按金，以及支付該物業之所有公用事業服務收費。
為免疑問，公用事業服務的按金及收費並不構成相關開支的一部分。
The Purchaser shall pay all deposits payable in respect of the supply of any utility to the Property and pay all utility charges for the Property during the licence period. For the avoidance of doubt, the utility deposits and utility charges do not form part of the Relevant Expenses.
- (c) 買方須承擔所有就許可協議的準備和簽署而產生的所有法律費用及開支及所有就許可協議而產生的印花稅（如有）及印花稅裁定費。
All legal costs and expenses arising from the preparation and execution of the Licence Agreement and all stamp duty (if any) and adjudication fee arising from the Licence Agreement shall be solely borne by the Purchaser.
- (d) 提前入住優惠受任何其他由賣方施加的條款及細則約束。
The Early Move-in Benefit is subject to any other terms and conditions as shall be imposed by the Vendor.

2. 提早成交現金回贈優惠

Early Completion Cash Rebate Benefit

- (a) 如買方提前於正式合約訂明的付款限期日之前付清樓價餘額及在所有方面履行和遵守該物業之臨時合約及其後之正式合約內一切的條款及條件（必須嚴格遵守所有時間限制），則賣方將依下列條件及條款及任何其他由賣方施加的條款及條款送出提前付清樓價現金回贈予買方（「提早成交現金回贈」）:-

If the Purchaser shall settle the balance of the purchase price earlier than the due date of payment as specified in the Agreement and perform and comply with in all respects the terms and conditions of the Agreement (in respect of which time shall be of the essence), the Vendor will provide an early completion cash rebate ("Early Completion Cash Rebate") to the Purchaser subject to the terms and conditions as set out below and any other terms and conditions as shall be imposed by the Vendor:-

提早成交現金回贈優惠列表 Early Completion Cash Rebate Benefit Table :-

Date of early settlement of the balance of the purchase price 提早付清樓價餘額日期	Early Completion Cash Rebate Benefit amount 提前成交現金回贈金額
Within 180 days after the date of Letter of Acceptance 接納書日期後 180 天之內	3% of the purchase price 樓價之 3%
Within 181 days to 360 days after the date of Letter of Acceptance 接納書日期後 181 至 360 天之內	1.5% of the purchase price 樓價之 1.5%

- (b) 買方須於付清成交金額的餘額日期前最少30日，以書面方式向賣方申請提早成交現金回贈。賣方會於收到申請並確認有關資料無誤後，將提早成交現金回贈直接用於支付部分成交金額餘額。

The Purchaser shall apply to the Vendor in writing for the Early Completion Cash Rebate Benefit at least 30 days before the date of full settlement of the balance of the purchase price. After the Vendor has received the application and duly verified the information, the Vendor will apply the Early Completion Cash Rebate Benefit for partial settlement of the balance of the purchase price directly.

- (c) 提早成交現金回贈為買方個人專有，買方無權轉讓或轉移現金回贈予任何第三方。

The Early Completion Cash Rebate is personal and exclusive to the Purchaser who shall have no right to assign or transfer the Early Completion Cash Rebate to any third party.

- (d) 提早成交現金回贈優惠受任何其他由賣方施加的條款及細則約束。

The Early Completion Cash Rebate Benefit is subject to any other terms and conditions as shall be imposed by the Vendor.

3. 備用第二按揭貸款優惠

Standby 2nd Mortgage Loan Benefit

備用第二按揭貸款優惠的最高金額為樓價的 25%，惟第一按揭貸款(由第一按揭銀行提供)及第二按揭貸款總金額不可超過淨樓價的 75%，或應繳付之樓價餘額，以較低者為準。首兩年之按揭利率為渣打銀行(香港)有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減 2% p.a.，其後之按揭利率為港元最優惠利率，利率浮動。詳情請參閱附錄 1(b)。

The maximum Standby 2nd Mortgage Loan amount shall be 25% of the purchase price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Standby 2nd Mortgage Loan shall not exceed 75% of the purchase price, or the balance of purchase price payable, whichever is lower. Interest rate for the first 2 years shall be Hong Kong Dollar prime rate quoted from time to time by Standard Chartered Bank (Hong Kong) Limited ("Hong Kong Dollar Best Lending Rate") minus 2% p.a., thereafter at Hong Kong Dollar Best Lending Rate, subject to fluctuation. Please see Appendix 1(b) for details.

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

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

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

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

- (b) 如買方不根據賣方日後公佈的住宅停車位之銷售安排行使其認購一個住宅停車位的權利，其認購一個住宅停車位的權利將會自動失效，買方不會為此獲得任何補償。

If the Purchaser does not exercise the option to purchase one residential parking space in accordance with time limit and manner prescribed by the sales arrangement of the residential parking spaces to be announced by the Vendor, the option to purchase one residential parking space shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.

- (c) 住宅停車位的售價及銷售安排詳情將由賣方全權及絕對酌情決定，並容後公佈。

The price and sales arrangement details of residential parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later.

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

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

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

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

- (b) 如買方不根據賣方日後公佈的住宅停車位之銷售安排行使其認購兩個住宅停車位的權利，其認購兩個住宅停車位的權利將會自動失效，買方不會為此獲得任何補償。

If the Purchaser does not exercise the option to purchase two residential parking spaces in accordance with time limit and manner prescribed by the sales arrangement of the residential parking spaces to be announced by the Vendor, the option to purchase two residential parking spaces shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.

- (c) 住宅停車位的售價及銷售安排詳情將由賣方全權及絕對酌情決定，並容後公佈。

The price and sales arrangement details of residential parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later.

賣方的指定財務機構(『指定財務機構』)提供20年備用第一按揭貸款(『第一按揭貸款』)之主要條款如下:

The key terms of a 20-year Standby 1st Mortgage Loan (“**First Mortgage Loan**”) offered by the Vendor’s designated financing company (“designated financing company”) are as follows:

- (I) 買方必須於付清樓價餘額之日前最少60日以書面向指定財務機構申請第一按揭貸款。
The Purchaser shall make a written application to the designated financing company for a First Mortgage Loan not less than 60 days before date of settlement of the balance of the purchase price.
- (II) 指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果,對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。
In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor (if any), the designated financing company will adjust the loan term(s) (including but not limitation the loan amount, the interest rate, the tenor and the other conditions) as set out in the relevant payment plan.
- (III) 第一按揭貸款以該物業之第一法定按揭作抵押。
The First Mortgage Loan shall be secured by a first legal mortgage over the Property.
- (IV) 該物業只可供買方自住。
The Property shall be only self-occupied by the Purchaser.
- (V) 第一按揭貸款年期最長為20年。
The maximum tenor of First Mortgage Loan shall be 20 years.
- (VI) 買方須以按月分期償還第一按揭貸款。
The Purchaser shall repay the First Mortgage Loan by monthly instalments.
- (VII) 買方及其擔保人(如有)須提供足夠文件證明其還款能力,包括但不限於在指定財務機構要求下提供信貸報告、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估。
The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any).
- (VIII) 第一按揭貸款申請須由指定財務機構獨立審批。
The First Mortgage Loan shall be approved by the designated financing company independently.
- (IX) 買方須就申請第一按揭貸款支付港幣\$5,000不可退還的申請手續費。
The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the First Mortgage Loan.
- (X) 所有第一按揭貸款法律文件須由賣方代表律師辦理,並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師,在此情況下,買方亦須負責其代表律師有關第一按揭貸款的律師費用及代墊付費用。
All legal documents of First Mortgage Loan shall be handled by the Vendor’s solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors’ costs and disbursements relating to the First Mortgage Loan.
- (XI) 買方敬請向指定財務機構查詢有關第一按揭貸款用途及詳情。第一按揭貸款批出與否、批出貸款金額及其條款,指定財務機構有最終決定權。不論審批結果如何,買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the First Mortgage Loan. The approval, disapproval or the approved loan amount of the First Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement.
- (XII) 第一按揭貸款受其他條款及細則約束。
The First Mortgage Loan is subject to other terms and conditions.
- (XIII) 賣方無給予或視之為已給予任何就第一按揭貸款之安排及批核的陳述或保證。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the First Mortgage Loan.

賣方的指定財務機構(『指定財務機構』)提供備用第二按揭貸款(『第二按揭貸款』)之主要條款如下:

The key terms of a Standby Second Mortgage Loan (“Second Mortgage Loan”) offered by the Vendor’s designated financing company (“designated financing company”) are as follows:

- (I) 買方必須於付清樓價餘額之日前最少60日以書面向指定財務機構申請第二按揭貸款。
The Purchaser shall make a written application to the designated financing company for a Second Mortgage Loan not less than 60 days before the date of settlement of the balance of the purchase price.
- (II) 指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果,對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。
In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor (if any), the designated financing company will adjust the loan term(s) (including but not limitation the loan amount, the interest rate, the tenor and the other conditions) as set out in the relevant payment plan.
- (III) 第二按揭貸款以該物業之法定按揭作抵押。
The Second Mortgage Loan shall be secured by a legal mortgage over the Property.
- (IV) 該物業只可供買方自住。
The Property shall only be self-occupied by the Purchaser.
- (V) 第二按揭貸款年期最長為20年,或第一按揭貸款(由第一按揭銀行提供)之年期,以較短者為準。
The maximum tenor of Second Mortgage Loan shall be 20 years or the tenor of first mortgage loan (offered by the first mortgagee bank), whichever is shorter.
- (VI) 買方須以按月分期償還第二按揭貸款。
The Purchaser shall repay the Second Mortgage Loan by monthly instalments.
- (VII) 買方及其擔保人(如有)須提供足夠文件證明其還款能力,包括但不限於在指定財務機構要求下提供信貸報告、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估。
The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any).
- (VIII) 第一按揭銀行須為指定財務機構所指定及轉介之銀行,買方並且須得到該銀行同意辦理第二按揭貸款。
The first mortgagee bank shall be nominated and referred by the designated financing company and the Purchaser shall obtain consent from the first mortgagee bank to apply for the Second Mortgage Loan.
- (IX) 第一按揭貸款(由第一按揭銀行提供)及第二按揭貸款須由有關承按機構獨立審批。
The first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall be approved by the relevant mortgagees independently.
- (X) 所有第二按揭貸款法律文件須由賣方代表律師辦理,並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師,在此情況下,買方亦須負責其代表律師有關第二按揭貸款的律師費用及代墊付費用。
All legal documents of the Second Mortgage Loan shall be handled by the Vendor’s solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors’ costs and disbursements relating to the Second Mortgage Loan.
- (XI) 買方須就申請第二按揭貸款支付港幣\$5,000不可退還的申請手續費。
The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Second Mortgage Loan.
- (XII) 買方敬請向指定財務機構查詢有關第二按揭貸款用途及詳情。第二按揭貸款批出與否、批出貸款金額及其條款,指定財務機構有最終決定權。不論審批結果如何,買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Second Mortgage Loan. The approval, disapproval or the approved loan amount of the Second Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement.
- (XIII) 此第二按揭貸款受其他條款及細則約束。
This Second Mortgage Loan is subject to other terms and conditions.
- (XIV) 賣方無給予或視之為已給予任何就第二按揭貸款之安排及批核的陳述或保證。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the Second Mortgage Loan.

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

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