

TENDER DOCUMENT
招標文件

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

Tenders are invited for the purchase of those properties in
現招標承投購買

**Phase 1B of NOVO LAND
NOVO LAND 的第 1B 期**

as set out in any one or more of the Information on Sales Arrangements for sale by tender
issued by the Vendor for Phase 1B of NOVO LAND
from time to time (as the same may be revised by the Vendor from time to time) set out herein
於任何一份或多份賣方不時發出的 NOVO LAND 的第 1B 期以招標方式出售的
銷售安排資料（及賣方不時對其作出修改的銷售安排資料）內列出的物業
(unless the property(ies) is(are) previously withdrawn or sold)
(已被撤回或出售的物業則除外)

Tenders must be submitted during the Tender Period (as defined in the Tender Notice) to the tender box labelled “Public Tender For Phase 1B of NOVO LAND” placed at the Sales Office (as defined in the Tender Notice) in a plain envelope and clearly marked “Phase 1B of NOVO LAND”.

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「NOVO LAND 的第 1B 期」，放入位於售樓處（定義見招標公告）擺放的標示為「NOVO LAND 的第 1B 期」的投標箱內。

Vendor:
賣方：

Pacific Good Investment Limited
達協投資有限公司
c/o Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited
（由新鴻基地產（銷售及租賃）代理有限公司轉交）
45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong
香港港灣道 30 號新鴻基中心 45 樓
Enquiry Hotline: 3119 0008
查詢熱線：3119 0008

Vendor's solicitors:
賣方律師：

Mayer Brown
孖士打律師行
16th-19th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong
香港中環遮打道 10 號太子大廈 16 樓至 19 樓
Woo Kwan Lee & Lo
胡關李羅律師行
Room 2801, 28th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong
香港灣仔港灣道 30 號新鴻基中心 28 字樓 2801 室

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

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PART 1: TENDER NOTICE

第 1 部份：招標公告

1. Definitions 定義

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

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

“Acceptance Period” 「承約期間」	means the period between the commencement date of submission of tender and the date which is the seventh working day after the closing of tender (both dates inclusive); 指由遞交投標書的首日至招標截止日期後的第 7 個工作日（包括首尾兩日）；
“Agreement” 「正式合約」	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 3 of the Conditions of Sale 指賣方與買方根據出售條款第 3 條擬簽訂的本物業的正式買賣合約；
“Conditions of Sale” 「出售條款」	means the Conditions of Sale set out in Part 2 of this Tender Document; 指本招標文件第 2 部份的出售條款；
“Development” 「發展項目」	means NOVO LAND; 指 NOVO LAND；
“Letter of Acceptance” 「接納書」	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice; 指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知；
“Offer Form” 「要約表格」	means the Offer Form set out in Part 3 of this Tender Document; 指本招標文件第 3 部份的要約表格；
“Phase” 「期數」	means Phase 1B of NOVO LAND; 指 NOVO LAND 的第 1B 期；
“this Preliminary Agreement” 「本臨時合約」	means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document; 指買方根據招標文件遞交投標書，以及賣方根據招標文件的接納書而訂立的合約；
“Property” 「該物業」	means, if and when this Tender Document is accepted by the Vendor, the Tendered Property; 指如果及一旦本招標文件獲得賣方接納時的該投標物業；

<p>“Property for Tender” 「該招標物業」</p>	<p>means all or any of the properties offered for sale by tender as set out in the Sales Arrangements; 指銷售安排內列出的以招標形式出售的所有或任何物業；</p>
<p>“Purchaser” 「買方」</p>	<p>means the successful Tenderer whose tender in respect of the Tendered Property is accepted by the Vendor; 指中標者，其對該物業的投標書獲得賣方接納；</p>
<p>“Purchase Price” 「樓價」</p>	<p>means, if and when this Tender Document is accepted by the Vendor, the Tender Price specified in the Offer Form; 指如果及一旦要約表格所載的要約獲得賣方接納時，要約表格中指明的投標價；</p>
<p>“Sales Arrangements” 「銷售安排」</p>	<p>means any one or more of the Information on Sales Arrangements for sale by tender issued by the Vendor for the Phase from time to time (as the same may be revised by the Vendor from time to time); 指任何一份或多份賣方就期數不時發出的以招標方式出售的銷售安排資料（及賣方不時對其作出修改的銷售安排資料）；</p>
<p>“Sales Office” 「售樓處」</p>	<p>means, in respect of each Property for Tender, the place where the sale will take place as set out in the Sales Arrangements; 就每一個招標物業而言，指載於銷售安排適用於招標物業的出售地點；</p>
<p>“Tender Closing Date and Time” 「招標截止日期及時間」</p>	<p>means, in respect of each Property for Tender, the tender closing date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements; 就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標截止日期及時間；</p>
<p>“Tender Commencement Date and Time” 「招標開始日期及時間」</p>	<p>means, in respect of each Property for Tender, the tender commencement date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements; 就每一個招標物業而言，指載於銷售安排適用於該招標物業的招標開始日期及時間；</p>
<p>“Tender Document” 「招標文件」</p>	<p>means this Tender Document comprising: 指本招標文件，由以下部份組成：</p> <ul style="list-style-type: none"> (i) the Tender Notice; 招標公告； (ii) the Conditions of Sale; 出售條款； (iii) the Offer Form(s); and 要約表格；及 (iv) the Annex to the Offer Form(s); 要約表格附件；
<p>“Tender Notice” 「招標公告」</p>	<p>means the Tender Notice set out in Part 1 of this Tender Document; 指本招標文件第 1 部份的招標公告；</p>

“Tender Period” 「招標期間」	means, in respect of each Property for Tender, the period between the Tender Commencement Date and Time and Tender Closing Date and Time; 就每一個該招標物業而言，指招標開始日期及時間至招標截止日期及時間的期間；
“Tender Price” 「投標價」	means the price tendered for the Tendered Property as specified in the Schedule to the Offer Form; 指要約表格的附表中訂明投購該投標物業的價格；
“Tendered Property” 「該投標物業」	means the property(ies) as specified in the Schedule to the Offer Form; 指要約表格的附表中訂明的物業；
“Tenderer” 「投標者」	means the person who is specified in the Offer Form as the tenderer; 指要約表格中訂明為投標者的人士；
“Vendor” 「賣方」	means Pacific Good Investment Limited; and 指達協投資有限公司；及
“Vendor’s solicitors” 「賣方律師」	means any one of the following firms to be designated by the Vendor at its sole and absolute discretion: 指賣方單獨絕對酌情決定下指定的以下任何一家律師行： <ul style="list-style-type: none"> • Mayer Brown 孖士打律師行 • Woo Kwan Lee & Lo 胡關李羅律師行 • Sit, Fung, Kwong & Shum 薛馮鄭岑律師行

2. Procedures of Tender **招標程序**

- 2.1 The Vendor invites tenders for the purchase of the Property for Tender on the terms and conditions contained in this Tender Document.
賣方現按照載於招標文件的條款及細則招標承投購該招標物業。
- 2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.3 The Vendor reserves the right to, at any time before the Tender Closing Date, accept any tender submitted.
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 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Property for Tender from sale or to sell or dispose of all or any of the Property for Tender or any part thereof to any person by any method (including without limitation private treaty, tender and auction).
賣方保留權利在接受任何投標書之前的任何時間撤回全部或任何該招標物業不予出售，或將該招標物業或其任何部份以任何方法（包括但不限於私人協約、投標及拍賣）售予任何人。
- 2.5 The Vendor reserves the right to adjust the Tender Closing Date and time of the tender of any of the Property for Tender. Any adjustment of the Tender Closing Date and time will be posted at the Sales Office. The Vendor is not obliged to separately notify the Tenderers of such adjustment.

賣方保留權利更改任何該招標物業的招標截止日期及時間。任何更改招標截止日期及時間的通知會張貼於售樓處。賣方無須就該等更改另行通知投標者。

2.6 Tenderers should note the Vendor's solicitors do not act for any Tenderer in the process of this tender. 投標者須注意賣方律師在本招標過程中不代表任何投標者。

2.7 A tender must be:-
投標書必須：

(a) made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) duly completed and signed. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form;**

採用本招標文件之格式，並填妥及簽署要約表格（即本招標文件的第3部分）。請填妥及簽署要約表格的英文文本或要約表格的中文文本；

(b) accompanied with the following documents:-
連同以下文件：

(i) Cashier order(s) and/or cheque(s)
銀行本票及／或支票

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 at least HK\$500,000 thereof must be paid by cashier order(s).

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」，但當中最少港幣\$500,000元必須以銀行本票支付。

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

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

如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。

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

如投標者為公司，投標者的公司註冊證明書及商業登記證的複印本，以及投標者最近期的董事登記冊及周年申報表的複印本。

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

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

投標者委託的地產經紀的牌照複印本。

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

(1) Measurements of the Tendered Property

投標物業的量度尺寸

(2) Warning to Purchasers

對買方的警告

(3) False Ceiling Height Plan

- 假天花高度圖
- (4) Acknowledgement Letter Regarding Cabinet(s), Built-in Wardrobe(s), Curtain(s) and Open Kitchen (with plan)
關於櫃、嵌入式衣櫃、窗簾及開放式廚房的確認書（連圖則）
 - (5) Acknowledgement Letter Regarding Stamp Duty
關於印花稅的確認書
 - (6) Acknowledgement Letter Regarding Miscellaneous Matters
關於其他事項的確認書
 - (7) Letter Regarding Stamp Duty Express
關於印花稅直送的信件
 - (8) Personal Information Collection Statement
個人資料收集聲明
 - (9) SHKP Club Application Form
新地會申請表格
- (v) Documents to be obtained from the Sales Office, duly signed and completed by the Tenderer
由投標者填妥並簽署的於售樓處領取的文件
- (10) (Not applicable)
(不適用)

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

- (c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope “**Phase 1B of NOVO LAND**”; and
放入普通信封內，信封面上書明賣方收啓，並清楚註明「**NOVO LAND 的第 1B 期**」；及
 - (d) placed in the Tender Box labelled “**Public Tender For Phase 1B of NOVO LAND**” placed at the Sales Office during the Tender Period.
於招標期間放入位於售樓處擺放的標示為「**NOVO LAND 的第 1B 期公開招標**」的投標箱內。
- 2.8 The tender will proceed irrespective of whether any Tropical Cyclone Warning Signal or any Rainstorm Warning Signal is in effect at any time during the Tender Period.
即使於招標期間內任何時間有任何熱帶氣旋警告信號或任何暴雨警告信號生效，招標會繼續進行。
- 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, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the address stated in their tenders.
在賣方對收到的投標書作出決定前，所有銀行本票及／或支票均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票及／或支票將視作臨時訂金，以支付樓價的部份款項。所有其他銀行本票及／或支票將於承約期間屆滿後起計 14 天內，按投標書所載地址以專人送達、或通過郵遞方式退還予落選投標者。
- (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal.
投標者須親身簽署要約表格及其他文件（如投標者為公司，須由其董事簽署），並視作為主事人。
 - (b) If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person

and its telephone and facsimile numbers in the Offer Form.

投標者如為公司，須於要約表格中清楚註明（除其他資料外）其聯絡人姓名、電話及傳真號碼。

- (c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of Letter of Acceptance and return of cashier order(s) and/or cheque(s).
要約表格中指定的香港通訊地址將會是收取接受投標書信函及退回銀行本票及／或支票的地址。

- 2.10 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Document, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.

作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間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) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK\$1.00 upon receipt of a written demand from him prior to the submission of his tender.

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

3. Acceptance of Tender 接受投標

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

- 3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the “**Letter of Acceptance**”) personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.

買方會在承約期間屆滿時或之前獲書面通知（「**接納書**」）其投標書已被接納，接納書會按要約表格指定的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。接納書在投郵後的第 2 個工作日視為已經正式收到。

- 3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor’s solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for inspection during the Tender Period at the Sales Office. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments.

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

如買方有意以其授權人代表其簽署正式合約：

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

相關授權書須由賣方事先批准。

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

4. Miscellaneous **其他事項**

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

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

PART 2: CONDITIONS OF SALE

第 2 部分：出售條款

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

9. If the Purchaser fails to execute the Agreement within 5 working days after the date of the Letter of Acceptance:-
如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：
- (a) this Preliminary Agreement is terminated;
本臨時合約即終止；
 - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
買方支付的臨時訂金，即被沒收歸於賣方；及
 - (c) the Vendor does not have any further claim against the Purchaser for the failure.
賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
10. The Purchaser will have to agree with the Vendor in the Agreement to the effect that-
在正式合約當中，買方須與賣方協議如下—
- (a) the Vendor is entitled to keep the preliminary deposit paid by the Purchaser if the Agreement is later cancelled in any way whatever, and
如正式合約於日後以任何形式被取消，賣方有權保留臨時訂金；及
 - (b) other than entering into a mortgage or charge, the Purchaser shall not nominate any person to take up the Assignment of the Property, sub-sell the Property or transfer the benefit of the Agreement of the Property in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
除訂立按揭或押記外，買方不得於本買賣成交及簽立轉讓契之前提名任何人接受本物業之轉讓契，亦不得轉售本物業或以任何形式轉移正式合約之權益或訂立以以上為目的之任何協議。
11. The measurements of the Property are as follows—see “Measurements of the Tendered Property” of the Tender Document.
該物業的量度尺寸如下—見招標文件的《投標物業的量度尺寸》。
12. The sale and purchase of the Property includes the fittings, finishes and appliances as follows—see Schedule to the Conditions of Sale.
該物業的買賣包括的裝置、裝修物料及設備如下—見出售條款的附表。
13. Without prejudice to sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser’s right under the law to raise requisition or objection in respect of title.
在不損害《物業轉易及財產條例》(第 219 章) 第 13 條和第 13A 條的原則下，賣方不得限制買方依據法律就業權提出要求或反對的權利。
14. The Purchaser acknowledges receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 15 and fully understands its contents.
買方確認已收到第 15 條所列出的「對買方的警告」的中英雙語文本，並完全明白其內容。
15. For the purposes of clause 14, the following is the “Warning to Purchasers”—
就上述第 14 條而言，「對買方的警告」內容如下—
- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
 - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor’s solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。

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

買方負責及支付。

21. The Purchaser shall bear and pay a due proportion of the costs for the preparation, registration and completion of the Principal Deed of Mutual Covenant and Management Agreement and the Sub-Deed of Mutual Covenant and Management Agreement (if any) (collectively the “DMC”) and the plans attached to the DMC, all costs for preparing certified copies of title deeds and documents of the property purchased, all plan fees for plans to be annexed to the agreement for sale and purchase and the assignment of the property purchased, the costs of any statutory declaration required for application for exemption of buyer’s stamp duty and/or new rates of ad valorem stamp duty, all legal and other costs and disbursements in respect of any mortgage (if any) in respect of the property purchased and all legal costs and charges of any other documents relating to the sale and purchase of the property purchased. All search fees, registration fees and other disbursements shall be borne by the Purchaser.
一切製作、登記及完成公契及管理協議和副公契及管理協議（如有）（統稱『公契』）之費用及附於公契之圖則費用的適當分攤、本物業的業權契據及文件核證副本之費用、本物業的買賣合約及轉讓契之圖則費、為申請豁免買家印花稅或從價印花稅新稅率而須的任何法定聲明的費用、本物業的按揭（如有）之律師及其他費用及代墊付費用及其他有關本物業的買賣的文件的律師及其他費用，均由買方負責。所有查冊費、註冊費及其他雜項費用均須由買方承擔。
22. Upon termination of this Preliminary Agreement, if this Preliminary Agreement has been registered in the Land Registry by the Purchaser or by any person on the Purchaser’s behalf, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.
如本臨時合約終止，而買方或其代表人將本臨時合約在土地註冊處註冊，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
23. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
買方如有更改地址或電話，須以書面通知賣方。
24. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance. 本物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。
25. Time shall in every respect be of the essence of this Preliminary Agreement.
買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
26. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “CRTPO”) and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》（第 623 章）（『該條例』）強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。
(b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》（第 621 章）的情況下。
(c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者（在該條例定義）可依據該條例強制執行任何該等條款時：
(i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and
本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷（倘若撤銷權存

在)，而該條例第 6(1)條將不適用於本臨時合約；及

- (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.
賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。

27. In this Preliminary Agreement:-
在本臨時合約中—

- (a) **“saleable area”** has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance;
「實用面積」具有《一手住宅物業銷售條例》（第 621 章）第 8 條給予該詞的涵義；
- (b) **“working day”** has the meaning given by section 2(1) of that Ordinance;
「工作日」具有該條例第 2(1)條給予該詞的涵義；
- (c) the floor area of an item under clause (a) of each Property set out in “Measurements of the Tendered Property” of the Tender Document is calculated in accordance with section 8(3) of that Ordinance; and
招標文件的《投標物業的量度尺寸》載列之每個單位的(a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及
- (d) the area of an item under clause (b) of each Property set out in “Measurements of the Tendered Property” of the Tender Document is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
招標文件的《投標物業的量度尺寸》載列之每個單位的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。

28. If the Property consists of residential unit(s) as well as any parking space(s), such Property shall be covered by one single formal agreement for sale and purchase and one single subsequent assignment.
如本物業包括住宅單位並同時包括停車位，該物業必須由單一份正式合約及其後單一份轉讓契涵蓋。

29. The Vendor reserves the right to rectify any errors or omissions in the Purchase Price and Payment Terms and the calculation of the Purchase Price of the Property.
賣方保留權利修改有關售價及支付條款之錯誤或遺漏及該售價在計算方面之錯誤或遺漏。

30. This Preliminary Agreement is not preceded by an unwritten sale agreement or an agreement for sale, made between the same parties hereto and on the same terms and conditions hereof.
在本臨時合約簽訂前，相同的買賣雙方並無以相同條款及條件訂立非書面買賣協議或買賣協議。

31. The Purchaser shall before being entitled to possession of the Property on completion reimburse or pay to the Vendor or the management company advance payment of management fees, management fee deposits, debris removal fee, capital equipment fund and other miscellaneous deposit(s)/fund(s), etc. in accordance with the DMC.
在獲得本物業管有權之前，買方須於成交時按照該公契規定向賣方或管理公司預繳管理費上期，及繳付管理費按金、泥頭清理費、設備基金及其他按金／基金等。

32. The Purchaser shall raise no objection if the Vendor’s interest in the Property is an equitable interest and not a legal estate.
若賣方在本物業的權益屬衡平法權益而非法定產業權，買方不得提出反對。

33. If the day on which any obligation under this Preliminary Agreement is to be performed shall fall on a day which is not a working day, the date for the performance shall automatically be postponed to the immediately following working day.
任何本臨時買賣合約下的責任，若其履行日並非工作日，則履行該責任的日期將順延至原定日期之後第一个工作日。

34. This Preliminary Agreement supersedes all prior negotiation, representation, understanding and

agreement of the parties hereto.

本臨時買賣合約取代雙方過往所有之談判、陳述、理解及協議。

35. The Chinese version of this Preliminary Agreement is a translation of the English version and is for reference only. In case of any discrepancy, inconsistency or dispute, the English version shall prevail. 本臨時合約之中文版本乃英文版本的譯本，謹供參考之用。如解釋有任何差異、出入或爭議，概以英文版本為準。

Schedule to Conditions of Sale
出售條款的附表

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

Flat A1, A2 and A3 on Garden Floor (2/F), 3/F, 5/F-12/F and 15/F-23/F of Bergen Tower 2:
Bergen 第2座之花園層(2樓)、3樓、5樓至12樓及15樓至23樓之A1、A2及A3單位：

- A. Internal Wall where exposed: Living room/Dining room–emulsion paint and plastic laminate; Bedroom(s)–emulsion paint; Master Bedroom–emulsion paint.
內牆外露位置：客廳/飯廳—乳膠漆、膠板；睡房—乳膠漆；主人睡房—乳膠漆。
- B. Internal Floor where exposed: Living room/Dining room –tiles flooring; Bedroom(s)–Engineered timber flooring, metal trim.
內部地板外露位置：客廳/飯廳—瓦；睡房—複合木地板、金屬條。
- C. Internal Ceiling where exposed: Living room/Dining room and Bedroom(s)–Emulsion paint and gypsum board bulkhead in emulsion paint.
內部天花板外露位置：客廳/飯廳及睡房—乳膠漆及石膏板假樑髹上乳膠漆。
- D. Door: Timber doors and metal frame glass doors. (only for Flat A2 and A3)
門：木門及金屬玻璃門。(只供A2及A3單位)
- Door: Timber doors. (only for Flat A1)
門：木門。(只供A1單位)
- E. Bathroom: Sanitary fitments are provided; Wall where exposed–tiles; Floor where exposed–tiles and reconstituted stone; Ceiling where exposed–gypsum board with emulsion paint and aluminium ceiling.
浴室：提供潔具；牆壁外露位置—瓦；地板外露位置—瓦及人造石；天花板外露位置—石膏板面髹上乳膠漆及鋁質天花。
- F. Kitchen (Flat A1)/Open Kitchen (Flat A2 and A3): Wall where exposed–tiles, metal; Floor where exposed–tiles; Ceiling where exposed–gypsum board with emulsion paint and aluminium ceiling; Cooking bench–Solid surfacing material.
廚房(A1單位)／開放式廚房(A2及A3單位)：牆壁外露位置—瓦、金屬；地板外露位置—瓦；天花板外露位置—石膏板面髹上乳膠漆及鋁質天花；灶台—實體面材。
- G. Other Provisions: Induction hob, gas hob, cooker hood, 7-in-1 steam oven with microwave, washer dryer, fridge; Electric water heater, dehumidifier, thermo-ventilator and exhaust fan; Air-conditioner for Living room/Dining room and Bedroom(s); Router, WIFI controller, smart station, video door phone.
其他設備：電磁爐、煤氣爐、抽油煙機、七合一微蒸烤焗爐、洗衣乾衣機、雪櫃；電熱水爐、抽濕機、浴室寶及抽氣扇；客廳/飯廳及睡房裝設冷氣機；路由器、無線網絡控制器、智慧中心、視像對講機。

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

PART 3: OFFER FORM

第 3 部份：要約表格

(To be completed by the Tenderer)

(由投標者填寫)

To: **The Vendor**

致：賣方

1. Offer
要約

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

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

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

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

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

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

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

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

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

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

本人／我們現聲明、陳述及保證如下：

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

本要約表格的附表中指明的資料，在本人／我們的所知的範圍內，均為真實及正確。

(b) The Vendor and their staff did not and will not collect directly or indirectly from 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.

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

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

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

Schedule to the Offer Form
要約表格附表

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

(To be completed by the Tenderer of each Tendered Property)
(由每一個投標物業的投標者填寫)

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

<i>Section 2-Tendered Property</i> 第2節-投標物業		
Tower 座數	Floor 樓層	Flat 單位

<i>Section 3-Tender Price</i> 第3節-投標價			
Tender Price (HK\$) 投標價（港幣）	(The Tender Price should be rounded to the nearest hundred. 投標價應捨入至百位數。)		
<i>Cashier's order(s) and cheque(s) (if applicable) (in the aggregate amount of 5% of the Tender Price)</i> 銀行本票及支票（如適用）（總金額為投標價的5%）			
Cashier's order(s)* 銀行本票*	Amount (HK\$) 金額（港幣）	Bank 銀行	Cashier's order no. 本票號碼
Cheque(s) 支票	Amount (HK\$) 金額（港幣）	Bank 銀行	Cheque no. 支票號碼

* Provided that at least HK\$500,000 shall be paid by cashier's order(s).

* 惟當中最少港幣\$500,000 須以銀行本票支付。

Section 4 – Payment plan
 第 4 節 – 支付辦法

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

If the Tendered Property comprises more than one (1) property, the Tenderer must choose the same payment plan for all the Tendered Property.

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。

TA1

Cash Payment Plan (TA1)
現金付款計劃 (TA1)

Terms of Payment 支付條款

- A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).
 臨時訂金即樓價 5% 於投標書獲賣方接納當日（即接納書的日期）繳付。
- 95% of the Purchase Price (the balance of the Purchase Price) shall be paid within 60 days after the date of the Letter of Acceptance, or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the specified residential property in the Phase to the Purchaser, whichever is earlier.
 樓價 95%（樓價餘額）於接納書的日期後 60 日內繳付，或於賣方就其有能力將期數中的指明住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付，以較早者為準。

For details of the gifts, financial advantage or benefits, please refer to Annex 10.
 有關贈品、財務優惠或利益的詳情，請參閱附件 10。

TB1

Flexible Payment Plan (TB1)
靈活付款計劃 (TB1)

Terms of Payment 支付條款

- A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).
臨時訂金即樓價 5% 於投標書獲賣方接納當日（即接納書的日期）繳付。
- A further deposit equivalent to 5% of the Purchase Price shall be paid within 90 days after the date of the Letter of Acceptance, or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the specified residential property in the Phase to the Purchaser, whichever is earlier.
加付訂金即樓價 5% 於接納書的日期後 90 日內繳付，或於賣方就其有能力將期數中的指明住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付，以較早者為準。
- 90% of the Purchase Price (the balance of the Purchase Price) shall be paid within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the specified residential property in the Phase to the Purchaser.
樓價 90%（樓價餘額）於賣方就其有能力將期數中的指明住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付。

Stamp Duty Express 印花稅直送

- * I/We **select** the Stamp Duty Express and select the amount of the Stamp Duty Express equal to:
本人／我們**選擇**印花稅直送並選擇印花稅直送的金額相等於：

* <input type="checkbox"/> 9% of the Purchase Price 樓價的 9%	or 或	* <input type="checkbox"/> 3.75% of the Purchase Price 樓價的 3.75%
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- * I/We **do not select** the Stamp Duty Express.
本人／我們**不選擇**印花稅直送。

(* Please tick as appropriate 請剔適用者)

For details of the gifts, financial advantage or benefits, please refer to Annex 10.
有關贈品、財務優惠或利益的詳情，請參閱附件 10。

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

† I/We confirm that I/we have, at the same time of submitting this Tender Document, submitted separate Offer Form(s) (in the Tenderer’s sole name but not in joint names with others) as follows (“**Related Tender(s)**”):-
 本人／我們確認本人／我們（以本人／我們的名義而非與他人聯名）已遞交以下個別的要約表格（「**相關投標書**」）：

	Tower 座數	Floor 樓層	Unit 單位
1.			
2.			
3.			

Please choose only one of the following († Please tick one of the following boxes):-
 請選擇以下其中一個選項：（†請剔其中一個方格）

† I/We submit this tender on the condition that I/we wish to be awarded **ONE TENDER ONLY** amongst this tender and the Related Tender(s). I/We understand that if any one of this tender or the Related Tender(s) is accepted by the Vendor, other tenders would be disregarded and will not be considered or accepted by the Vendor. I/We also confirm, agree and accept that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.
 本人／我們提交本投標的前提為本人／我們僅願賣方接受本投標書或相關投標書**其中的一個投標書**。本人／我們明白若賣方接受本人／我們的本投標書及相關投標書任何其中的一個投標書，其他的投標書將不被理會及不被賣方考慮或接受。本人／我們亦確認、同意及接受賣方決定之投標結果為最終的，而本人／我們將不會就此提出任何申索或反對。

† I/We submit this tender on the condition that the Vendor shall not accept this tender unless the Vendor also accepts **ALL the Related Tender(s)** at the same time. I/We also confirm, agree and accept that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.
 本人／我們提交本投標的前提為除非賣方亦同時接受**所有相關投標書**，否則賣方不得接受本投標。本人／我們亦確認、同意及接受賣方決定之投標結果為最終的，而本人／我們將不會就此提出任何申索或反對。

- My/our Close Relative(s) (as hereinafter defined) (in the Close Relative(s)'s sole name(s) or in joint names with other(s)), whose name(s) is/are set out in the table below, has/have submitted separate Offer Form(s) as follows (“**Related Tender(s)**”):-
 在以下列表列出名稱之本人／我們之近親（見義如下）（以近親的名義或與他人聯名）已遞交以下個別的要約表格（「**相關投標書**」）：

	Name of the Close Relative(s) (and other joint tenderer) 近親（及其他聯名投標者）之名稱	ID/Passport No. 身份證／護照號碼	Tower 座數	Floor 樓層	Unit 單位
1.					
2.					

I/We submit this tender on the condition that the Vendor shall not accept this tender unless the Vendor also accepts **ALL the Related Tender(s)** at the same time. I/We also confirm, agree and accept that the Vendor has the sole discretion to determine whether the Close Relative(s) relationship is satisfied and that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

本人／我們提交本人／我們提交本投標的前提為除非賣方亦同時接受**所有相關投標書**，否則賣方不得接受本投標。本人／我們亦確認、同意及接受賣方有唯一酌情權去決定是否有近親關係及賣方決定之投標結果為最終的，而本人／我們將不會就此提出任何申索或反對。

I/We enclose herewith documentary proof (e.g. ID card, birth certificate, marriage certificate, etc.) of the Close Relative relationship for the Vendor's consideration.

本人／我們附上近親關係的證明文件（例如：身份證、出世紙、結婚證書等）供賣方考慮。

For the purpose of this Section 5, “Close Relative” means a spouse, parent, child, brother, sister, grandparent and grandchild of the Tenderer (or any one of Tenderer).

為本第 5 節的目的，「近親」指投標者（或其中一位投標者）的配偶、父母、子女、兄弟、姊妹、祖父母、外祖父母、孫、孫女、外孫及外孫女。

Section 6-Intermediary
第6節-中介人

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

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

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

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

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

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

- (a) the intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the intermediary or anyone for any such agreements, representations or undertaking made by the intermediary;
 中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、陳述或承諾，無論在任何情況下賣方無須就中介人所作出的任何協議、陳述或承諾向買方、中介人或任何其他人士負責；
- (b) the Vendor and its staff did not and will not collect directly or indirectly from the Purchaser or the intermediary (i) any fees or commission in addition to the Purchase Price of the Property and administrative fees for amending the Agreement, (ii) any information or (iii) any copy documents. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption; and
 賣方及其職員並無亦不會直接或間接向買方收取(i)除本物業樓價及修訂正式合約的行政費外的任何費用或佣金、(ii)任何資料或(iii)任何副本文件。如有任何人士以賣方的僱員或代理人之名義在買方購買本物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報；及
- (c) The Vendor is not and will not be involved in any disputes between the Purchaser and the intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Tender Document.
 買方與中介人之任何糾紛一概與賣方無關。本物業之買賣交易嚴格依據招標文件的條款及細則進行。

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

I/We [am/are / am not/are not] a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap. 621).
就《一手住宅物業銷售條例》(第 621 章)而言，本人/我們 [是 / 不是]賣方的「有關連人士」。

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

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

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

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

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

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

以下文件連同本招標文件遞交（詳情見招標公告第 2.7 段）：

1. **Tender Document with the Offer Form completed, dated and signed**
已填妥、填上日期及簽署的招標文件及要約表格
2. **Cashier order(s) and/or cheque(s)**
銀行本票及／或支票（如適用）
3. **Tenderer's identification documents**
投標者的身份證明文件的複印本
4. **Intermediary's licence (if applicable)**
中介人的牌照的複印本（如適用）
5. **Documents in Annex, duly signed and completed by the Tenderer:**
由投標者填妥並簽署的附件的文件
 - (1) **Measurements of the Tendered Property (undated)**
投標物業的量度尺寸（未有填上日期）
 - (2) **Warning to Purchasers (undated)**
對買方的警告（未有填上日期）
 - (3) **False Ceiling Height Plan (undated)**
假天花高度圖（未有填上日期）
 - (4) **Acknowledgement Letter Regarding Cabinet(s), Built-in Wardrobe(s), Curtain(s) and Open Kitchen (with plan)(undated)**
關於櫃、嵌入式衣櫃、窗簾及開放式廚房的確認書（連圖則）（未有填上日期）
 - (5) **Acknowledgement Letter Regarding Stamp Duty (undated)**
關於印花稅的確認書（未有填上日期）
 - (6) **Acknowledgement Letter Regarding Miscellaneous Matters (undated)**
關於其他事項的確認書（未有填上日期）
 - (7) **Letter Regarding Stamp Duty Express (未有填上日期)**
關於印花稅直送的信件（未有填上日期）
 - (8) **Personal Information Collection Statement (undated)**
個人資料收集聲明（未有填上日期）
 - (9) **SHKP Club Application Form (undated)**
新地會申請表格（未有填上日期）
6. **Document(s) to be obtained from the Sales Office, duly signed and completed by the Tenderer:**
由投標者填妥並簽署的於售樓處領取的文件：
 - (10) **(Not applicable)**
(不適用)

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

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

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

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

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

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

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

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

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

Signed by the Tenderer:
 投標者簽署：

X

Witnessed by:
 見證人簽署：

X

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

Name of the witness:
 見證人名稱：

Date:
 日期：

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

<p style="text-align: center;">Estate Agent's Business Card 地產代理咭片</p>	<p style="text-align: center;">Copy of Estate Agent's License 地產代理牌照的複印本</p>
<p style="text-align: center;">Copy of Tenderer's ID 投標者的身份證明文件複印本</p>	<p style="text-align: center;">Copy of Tenderer's ID 投標者的身份證明文件複印本</p>
<p style="text-align: center;">Bank Cashier Order 銀行本票</p> <p style="text-align: center;">Payable to: MAYER BROWN 抬頭：孖士打律師行</p> <p style="text-align: center;">Provided that at least HK\$500,000 thereof must be paid by cashier order(s) 當中最少港幣\$500,000 元必須以銀行本票支付。</p>	
<p style="text-align: center;">Bank Cashier Order and/or Cheque 銀行本票及／或支票</p> <p style="text-align: center;">Payable to: MAYER BROWN 抬頭：孖士打律師行</p>	

Annex to Offer Form 要約表格附件

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

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

1. Measurements of the Tendered Property#
投標物業的量度尺寸#
2. Warning to Purchasers#
對買方的警告#
3. False Ceiling Height Plan#
假天花高度圖#
4. Acknowledgement Letter Regarding Cabinet(s), Built-in Wardrobe(s), Curtain(s) and Open Kitchen (with plan)#
關於櫃、嵌入式衣櫃、窗簾及開放式廚房的確認書（連圖則）#
5. Acknowledgement Letter Regarding Stamp Duty#
關於印花稅的確認書#
6. Acknowledgement Letter Regarding Miscellaneous Matters#
關於其他事項的確認書#
7. Letter Regarding Stamp Duty Express*
關於印花稅直送的信件*
8. Personal Information Collection Statement#
個人資料收集聲明#
9. SHKP Club Application Form*
新地會申請表格*
10. List of gifts, financial advantage or benefits
贈品、財務優惠或利益的列表

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

Vendor 賣方	Pacific Good Investment Limited 達協投資有限公司		
Phase of Development 發展項目的期數	Phase 1B of NOVO LAND NOVO LAND 的第 1B 期		
Address 地址	8 Yan Po Road 欣寶路 8 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser 買方			
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

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

- a) the saleable area of the Property is
本物業的實用面積為
- | | | | | | |
|-------------|------------------------|------------------------|--|-------|----------------------------------|
| * [_____] | square metres/
平方米／ | _____ | square metres/
平方米／ | _____ | square feet of which-
平方呎，其中— |
| [_____] | [_____] | square metres/
平方米／ | square feet is the floor area of the balcony];
平方呎為露台的樓面面積]； | | |
| * [_____] | [_____] | square metres/
平方米／ | square feet is the floor area of the utility platform];
平方呎為工作平台的樓面面積]； | | |
| * [_____] | [_____] | square metres/
平方米／ | square feet is the floor area of the verandah]; and
平方呎為陽台的樓面面積]；及 | | |
- b) other measurements are—
其他量度尺寸為—
- | | | | | | |
|--|-------|------------------------|-------|------------------------|------------------------|
| * [the area of the flat roof is
[平台的面積為 | _____ | square metres/
平方米／ | _____ | square metres/
平方米／ | square feet];
平方呎]； |
| * [the area of the roof is
[天台的面積為 | _____ | square metres/
平方米／ | _____ | square metres/
平方米／ | square feet];
平方呎]； |
| * [the area of the stairhood is
[梯屋的面積為 | _____ | square metres/
平方米／ | _____ | square metres/
平方米／ | square feet];
平方呎]； |
| * [the area of the yard is
[庭院的面積為 | _____ | square metres/
平方米／ | _____ | square metres/
平方米／ | square feet];
平方呎]； |
- * delete where inapplicable
* 刪除不適用者

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

Signed by the Purchaser(s)買方簽署

--

Warning to Purchasers
對買方的警告

Vendor 賣方	Pacific Good Investment Limited 達協投資有限公司		
Phase of Development 發展項目的期數	Phase 1B of NOVO LAND NOVO LAND 的第 1B 期		
Address 地址	8 Yan Po Road 欣寶路 8 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser 買方			
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼			
Date 日期	(undated upon tender submission)		
Date 日期	(投標時不填上日期)		

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

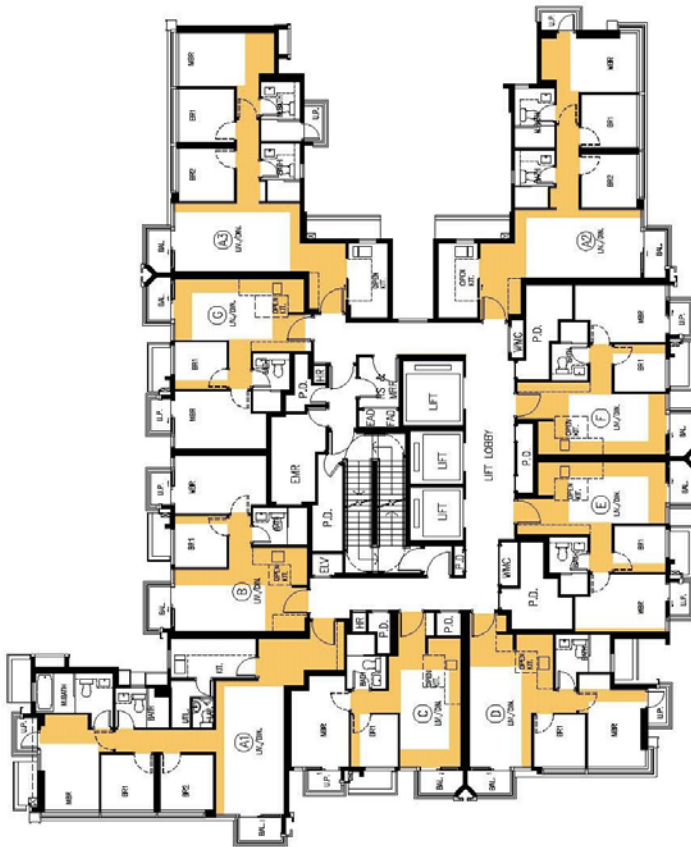
- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物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

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

Signed by the Purchaser(s)買方簽署

False Ceiling Height Plan
假天花高度圖

False Ceiling Height Plan (假天花高度圖)
(For Identification Purpose Only)
(只作辨識用途)

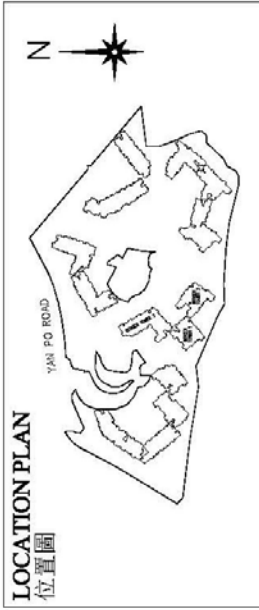


SCALE:
比例尺: 0M(米) 10M(米)

The Purchaser understands, agrees and accepts that different parts of the Property has different False Ceiling Height due to the structure and building service equipment and the False Ceiling Height of each part of the Property are as shown coloured on the floor plan above and subject to the actual condition of the Property upon handover. 買方明白，同意此樓受本物業的不同部份的假天花高度，因應結構及大廈設施設計需要而有差異，本物業該部份的假天花高度在上圖中以顏色標示，並以現狀交付為準。

"False Ceiling Height" refers to the height between the underside of any architectural bulkhead and/or false ceiling at the floor level and the top surface of any concrete slab or structure, please refer to the approved structural framing plans. (The plan above is only for identification purpose) ["假天花高度"]指本物業所屬樓層之建築結構及/或假天花高度與本物業地台面之高度距離。(有關平面結構之圖則之天花高度，請參閱已批准的建築結構圖則。以上圖僅供識別之用)

In the event of any conflict or discrepancy between the Chinese and English version of the text contained herein, the English version shall prevail. 如中英文所載的文字之間英文本有任何歧異，一切以英文本為準。



LEGEND
圖例
False Ceiling Height at 2240mm (From Finished Floor Level)
假天花高度為2250毫米 (從轉機台面水平起計)

Vendor 賣方	Pacific Good Investment Limited 遠協投資有限公司		
Phase of Development 發展項目的編號	Phase 1B of NOVO LAND NOVO LAND的第1B期		
Address 地址	8 Yam Po Road 欣賢路8號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
ID / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

Signed by the Purchaser(s) 買方簽署

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

False Ceiling Height Plan
假天花高度圖

False Ceiling Height Plan (假天花高度圖)
(For Identification Purpose Only)
(只作辨識用途)

BERGEN TOWER 2 19/F-22/F
BERGEN 第2座 19樓至22樓

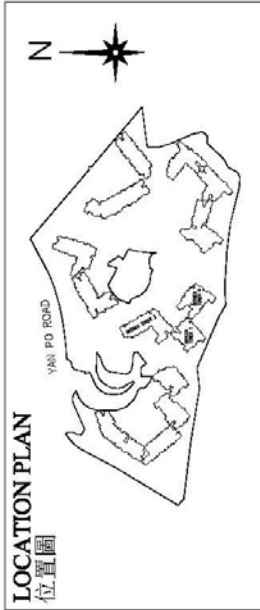


SCALE:
比例尺: 0M(米) 5M(米) 10M(米)

The Purchaser understands, agrees and accepts that different parts of the Property has different False Ceiling Height from the moment and building design commences and the False Ceiling Height of such parts of the Property are as shown coloured on the floor plan above and subject to the actual condition of the Property upon handover. 買方明白、同意並接受本物業的不同部份的假天花高度，因建築師以大廈設計圖則常案而有差異，本物業部份的假天花高度在上圖中以顏色標示，並以實際狀況為準。

"False Ceiling Height" refers to the height between the underside of any architectural bulkhead and/or false ceiling at the floor on which the Property is situated and the top surface of the Property (excluding height of lighting fixture between concrete floor, P.D. and the ceiling of the Property) (This plan is for identification purpose only) (假天花高度) 指本物業所處樓層之假天花底面與本物業地台面之高度距離，(不計算吊頂結構之間的天花高度，該距離已批准的建築師備用。) (上圖僅供識別之用)

In the event of any conflict or discrepancy between the Chinese and English version of the text contained herein, the English version shall prevail. 如本文件所載的文字之中文版本有任何歧異，一切以英文文本為準。



LEGEND
圖例
False Ceiling Height at 2250mm (from Finished Floor Level)
假天花高度為2250毫米 (從終層完成面水平起計)

Vendor 賣方	Pacific Good Investment Limited 博怡投資有限公司		
Phase of Development 發展項目的期數	Phase 1B of NOVO LAND NOVO LAND的期1B期		
Address 地址	8 Yan Po Road 欣寶路8號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
ID / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

Signed by the Purchaser(s) 買方簽署

False Ceiling Height Plan (假天花高度圖)
(For Identification Purpose Only)
(只作辨識用途)

BERGEN TOWER 2 23/F
BERGEN第2座 23樓

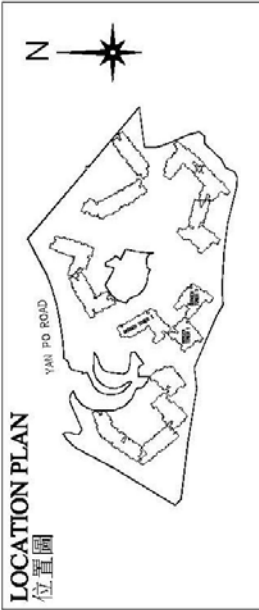


SCALE:
比例尺: 0M(米) 5M(米) 10M(米)

The Purchaser understands, agrees and accepts that different parts of the Property has different False Ceiling Height due to the structural and building services design requirement and the False Ceiling Height of such parts of the Property are as shown coloured on the floor plan above and subject to the actual condition of the Property upon handover.
買方明白、同意並接受本物業的不同部份的假天花高度、因應結構及大廈服務設計需要而有差異、本物業該部份的假天花高度在上圖中以顏色顯示、並以實際狀況為準。

"False Ceiling Height" refers to the height between the underside of any architectural bulkhead and/or false ceiling at the floor on which the Property is situated and the top surface of the floor of the Property. (For ceiling height between concrete structures, please refer to the approved structural framing plans.) (The plan above is for identification only)
「假天花高度」指本物業所處樓層之建築結構及/或假天花底面與本物業地台層之高度距離。(有關建築結構之圖則以圖則為準、以上圖則僅供識別之用)

In the event of any conflict or discrepancy between the Chinese and English version of the text contained herein, the English version shall prevail.
如本文件所載的文字之中文文本有任何歧異、一切以英文文本為準。



Vendor 賣方	Pacific Good Investment Limited 建國投資有限公司	
Phase of Development 發展項目的期數	Phase 1B of NOVO LAND NOVO LAND的第1B期	
Address 地址	8 Yan Po Road 欣賢路8號	
Property 本物業	Tower 座數	Floor 樓層
Purchaser(s) 買方		
LD / Passport / B.R. No. 身位證 / 樓照 / 商業登記證號碼		
Date 日期	(undated upon tender submission) (投標時不填上日期)	

Signed by the Purchaser(s) 買方簽署

False Ceiling Height Plan
假天花高度圖

Acknowledgement Letter Regarding Cabinet(s), Built-in Wardrobe(s), Curtain(s) and Open Kitchen**關於櫃、嵌入式衣櫃、窗簾及開放式廚房的確認書**

Vendor 賣方	Pacific Good Investment Limited 達協投資有限公司		
Phase of Development 發展項目的期數	Phase 1B of NOVO LAND NOVO LAND 的第 1B 期		
Address 地址	8 Yan Po Road 欣寶路 8 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser 買方			
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

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

本人／吾等，下方簽署人，特此確認，本人／吾等在簽署本物業的臨時買賣合約前明白和接納：

(i) The following provisions are only applicable to the Property installed with Cabinet(s)(if any), Built-in Wardrobe(s)(if any) and Curtain(s)(if any)

以下條款僅適用於已安裝櫃（如有）、嵌入式衣櫃（如有）及窗簾（如有）的本物業

(a) I am/We are fully aware that (i) the cabinet(s)(if any) in Living/Dining Room, built-in wardrobe(s)(if any) in Bedroom(s) and curtain(s)(if any) at Living/Dining Room and Bedroom(s) as shown on plan (for the purpose of identification only) annexed hereto will be provided by the Vendor in the Property upon completion of the sale and purchase of the Property, (ii) the plan shows the approximate locations and layout of the cabinet(s)(if any), built-in wardrobe(s)(if any) and curtain(s)(if any) only and the actual locations and layout may vary subject to as-built conditions; (iii) I/We shall not make any objection to the existence, design, colour or materials of the cabinet(s)(if any), built-in wardrobe(s)(if any) and curtain(s)(if any); and (iv) the plan is for reference only and shall not be treated as the floor plan of the Property. For details of the floor plan of the Property, I/We shall refer to the sales brochure.

本人／吾等已清楚明白(i) 賣方將於本物業成交時於本物業內提供櫃（如有）於客／飯廳、嵌入式衣櫃（如有）於睡房及窗簾（如有）於客／飯廳及睡房，如附圖則所顯示（僅作識別之用），(ii)圖則只顯示櫃（如有）、嵌入式衣櫃（如有）及窗簾（如有）的大概位置及佈局，實際的位置及佈局視乎現場情況而定；(iii)本人／吾等就櫃（如有）、嵌入式衣櫃（如有）及窗簾（如有）的存在、設計、顏色或物料均不得提出異議；及(iv)圖則只供參考，而不應被視為本物業的樓面平面圖。有關本物業的樓面平面圖的詳情，本人／吾等將會參考售樓說明書。

(b) No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect regarding the abovementioned furniture(s). In particular, no warranty, maintenance or representation whatsoever is given as to the condition, state, quality or fitness of any of the abovementioned furniture(s) or as to whether any of the furniture is or will be in working condition. The furniture(s) will be delivered to me/us upon completion of the sale and purchase of the Property in such condition as at completion together with the Property. In any event, no objection or requisitions whatsoever shall be raised by me/us in respect of the furniture(s). For the avoidance of doubt, the First 3 Years Warranty Offer as set out in the relevant price list does not apply to the furniture(s).

賣方或其代表不會就上述家具作出任何保證、保養或陳述，更不會就其狀況、狀態、品質或性能，及其是否或會否在可運作狀態作出任何保證、保養或陳述。該家具將於該物業成交日以成交時之狀況連同該物業交予本人／吾等。任何情況下，本人／吾等不得就該家具提出任何異議或質詢。為免疑問，相關價單所述的首 3 年保修優惠不適用於該家具。

(ii) The following provisions are only applicable to the Property with Open Kitchen

以下條款僅適用於設有開放式廚房的本物業

- (a) Under the Principal Deed of Mutual Covenant and Management Agreement (the “DMC”) in respect of NOVO LAND, the owners of the residential units with open kitchen shall at their own costs and expenses observe and comply with the covenants, obligations, provision and restrictions to be observed and performed by owners of residential units with open kitchen set out in the Fire Safety Management Plan (as defined in the DMC) as well as the relevant provisions contained in paragraph 42 of the Third Schedule to the DMC relating to fire safety of open kitchen and shall cause the tenants and occupiers of my/our Property to observe and comply with the same and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan.

按照 NOVO LAND 之主公契及管理合約（「公契」）規定，設有開放式廚房之住宅單位業主須自費遵守及履行《消防安全管理計畫》(Fire Safety Management Plan)(按公契定義)所列出設有開放式廚房之有關住宅單位業主必須遵守和履行之消防安全之契諾、責任、規定和限制及公契內附表 3 第 42 段所列出的有關開放式廚房消防安全的條文，本人／吾等並須促使本人／吾等所購買之本物業之租客及佔用人遵守及履行上述的契諾、責任、規定和限制及任何由管理人於任何時間發布或發出有關實施該消防安全管理計畫的指引或指示。

- (b) I/We have been advised to, before entering into the Preliminary Agreement for Sale and Purchase of the Property, peruse the latest draft DMC/the executed DMC (a copy of which is available at the sales office) and seek professional advice for details.

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

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

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

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

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

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

在本物業內及本物業外的公用大堂所提供的任何消防煙霧偵測器不應被拆除或阻塞；

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

在本物業開放式廚房之上的天花板所提供的消防花灑頭不應被拆除或阻塞；

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

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

- (IV) the self-closing devices of the main entrance door of the Property should not be removed; and

本物業大門之自動關閉裝置不應被拆除；及

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

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

- (e) I/We shall allow the Manager and the registered fire services installation contractor(s) to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into the Property to carry out (at my/our (as the relevant owner) cost and expense) regular and annual inspection and/or certification of the fire service installations.

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

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

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

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

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

2. The parties do not intend any term of this letter to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “**CRTPO**”) and agree that this letter shall be excluded from the application of the CRTPO. 雙方無意賦予任何第三者權利依據《合約（第三者權利）條例》（第 623 章）（「**該條例**」）強制執行本信件下任何條款，並且同意排除該條例對本確認書的適用。
3. Nothing contained herein shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement for Sale and Purchase and the agreement for sale and purchase nor shall affect or prejudice the rights and obligations of the Vendor under the Preliminary Agreement for Sale and Purchase and the agreement for sale and purchase. 本確認書任何條款都不應被視為或詮釋為變更或修改臨時買賣合約及買賣合約之任何條款或條件，亦不會影響或損害賣方於臨時買賣合約及買賣合約下之權利及責任。

I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge and accept and agree to the above.

本人／吾等確認及聲明本人／吾等同意購入本物業時已完全知悉並接受和同意上述事項。

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

如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s)買方簽署

Floor Plan
樓面平面圖

BERGEN TOWER 2 3/F, 5/F-12/F & 15/F-18/F
 BERGEN第2座 3樓、5樓至12樓及15樓至18樓

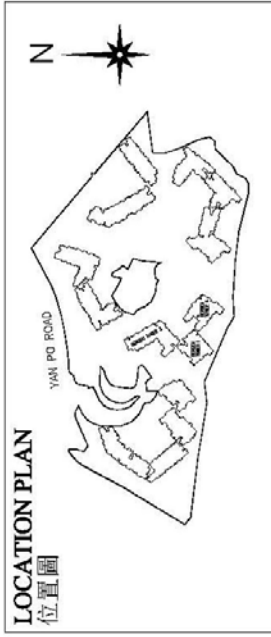
False Ceiling Height Plan 假天花高度圖
(For Identification Purpose Only)
 (只作辨識用途)



SCALE: 比例尺: 0M(米) 5M(米) 10M(米)

The Purchaser(s) acknowledges and accepts that there will be sprinkler heads and smoke detectors installed at the ceiling and/or wall of the Property and fire resistance rated wall within the Property, as shown on the floor plan above with indicative location and as required by the Fire Safety Management Plan applicable to the Development. The sprinkler heads, smoke detectors and fire resistance rated wall are fire service installations and shall be maintained by the Purchaser at his/her own cost. 買方承認及接受，有關樓宇的消防設施將會安裝於天花及/或牆身將會安裝消防花灑頭及消防煙霧偵測器及本物業內將會安裝消防火警設備。買方承認及接受，有關樓宇的消防設施將會安裝於天花及/或牆身將會安裝消防花灑頭及消防煙霧偵測器及本物業內將會安裝消防火警設備。大約之位置位置如上圖所示，消防花灑頭、消防煙霧偵測器及耐火等設施為消防裝置，並須由買家負責保養。

In the event of any conflict or discrepancy between the Chinese and English version of the text contained herein, the English version shall prevail. 如本文件所載的文字之中文與英文有任何歧異，一切以英文文本為準。



LEGEND
圖例

	CURTAIN	手動窗簾
	ROLLER BLIND	手動捲簾
	CABINET	櫃
	FIRE RESISTANCE RATED WALL FOR OPEN KITCHEN	開放式廚房的耐火等級牆
	CONCEALED SPRINKLER HEAD	隱藏式消防花灑頭
	SIDE WALL SPRINKLER HEAD	牆身消防花灑頭
	SMOKE DETECTOR	消防煙霧偵測器
	PLASTIC LAMINATE WITH METAL PLATE BEHIND	膠板配金屬底版

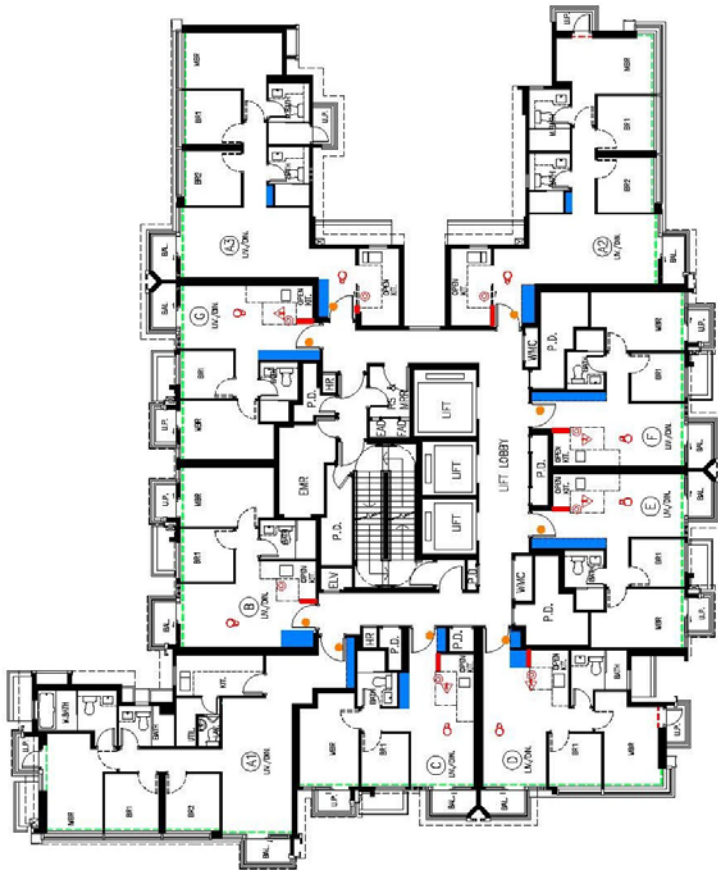
Vendor 賣方	Pacific Good Investment Limited 建怡投資有限公司	
Phase of Development 發展項目的期數	Phase 1B of NOVO LAND NOVO LAND的第1B期	
Address 地址	8 Yan Po Road 欣寶路8號	
Property 本物業	Tower座數	Floor 樓層
Purchaser(s) 買方		
ID / Passport / B.R. No. 身份證 / 護照 / 商業登記證號碼		
Date 日期	(undated upon tender submission) (投標時不填上日期)	

Signed by the Purchaser(s) 買方簽署

Floor Plan
樓面平面圖

False Ceiling Height Plan (假天花高度圖)
(For Identification Purpose Only)
 (只作辨識用途)

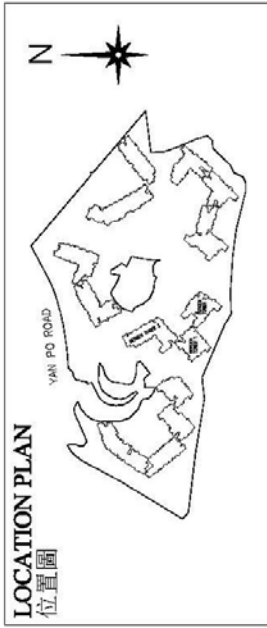
BERGEN TOWER 2 19/F-23/F
 BERGEN第2座 19樓至23樓



SCALE:
 比例尺: 0M(米) 5M(米) 10M(米)

The Purchaser(s) acknowledges and accepts that there will be sprinkler heads and smoke detectors installed at the ceiling and/or wall of the Property and fire resistance rated wall within the Property, as shown on the floor plan above with indicative location and as required by the Fire Safety Management Plan applicable to the Development. The sprinkler heads, smoke detectors and fire resistance rated wall are fire service installations and shall be maintained by the Purchaser at his/her own costs.
 買方承認及接受，根據適用於發展項目的消防安全管理計劃的要求，本物業的天花及/或牆身將有安裝消防花灑頭及消防探煙偵測器及本物業內將會安裝耐火牆。本圖之示意位置如上圖所示，消防花灑頭、消防探煙偵測器及耐火牆應由買家負責保養。

In the event of any conflict or discrepancy between the Chinese and English version of the text contained herein, the English version shall prevail.
 如本文件所載的中文之中英文本有任何歧異，一切以英文本為準。



LEGEND
圖例

	CURTAIN	手動窗簾
	ROLLER BLIND	手動捲簾
	CABINET	櫃
	FIRE RESISTANCE RATED WALL FOR OPEN KITCHEN	耐火式廚房的耐火等級牆
	CONCEALED SPRINKLER HEAD	隱蔽消防花灑頭
	SIDE WALL SPRINKLER HEAD	牆身消防花灑頭
	SMOKE DETECTOR	消防煙霧探測器
	PLASTIC LAMINATE WITH METAL PLATE BEHIND	膠板配金屬膠板

Vendor 賣方	Pacific Good Investment Limited 遠盛投資有限公司	
Phase of Development 發展項目的編號	Phase 1B of NOVO LAND NOVO LAND的第1B期	
Address 地址	8 Ym Po Road 欣豐街8號	
Property 本物業	Tower 座數	Flat 單位
Purchaser(s) 買方		
I.D. / Passport / B.R. No. 身分證/護照/商業登記證號碼		
Date 日期	(undated upon tender submission) (投標時不填上日期)	

Signed by the Purchaser(s) 買方簽署

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

Vendor 賣方	Pacific Good Investment Limited 達協投資有限公司		
Phase of Development 發展項目的期數	Phase 1B of NOVO LAND NOVO LAND 的第 1B 期		
Address 地址	8 Yan Po Road 欣寶路 8 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser 買方			
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

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

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

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

- 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

- 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。

- There is no change to the circumstances under which AVD at Scale 2 rates is applicable or AVD is exempted.
根據 2018 修訂條例或 2018 修訂條例（第 2 號），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。
- 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，請瀏覽稅務局網頁（www.ird.gov.hk）。

Procedures to be followed by the Purchaser who is not eligible for "Stamp Duty Express"

不獲「印花稅直送」之買方須遵守的程序

5. If the Purchaser claims that the AVD at Scale 2 rates shall apply and/or buyer's stamp duty ("BSD") shall be exempted:-
如買方聲稱應適用以第 2 標準稅率計算的從價印花稅及／或應豁免買家印花稅：
- (a) The Purchaser or each of the Purchaser (as the case may be) shall make a statutory declaration (the "**Statutory Declaration**") (in the prescribed form) accompanied with a copy of his/her Hong Kong Identity Card(s).
買方或每名買方（視適用情況而定）須作出法定聲明（依照指定表格）及附上他／她的香港身分證副本。
- (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 5 working days (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance) from the date of the Preliminary Agreement, 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
在臨時合約訂立之日起 5 個工作日內（按《一手住宅物業銷售條例》第 2(1)條所定義），「法定聲明」的認證副本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他表格或證明文件；及
- (ii) within 14 days from the date of the Preliminary Agreement, the original Agreement for Sale and Purchase duly stamped or the original stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase to enable the Vendor's Solicitors to register the Agreement for Sale and Purchase with the Land Registry within one month after the date of the Preliminary Agreement.
在臨時合約訂立之日起 14 天內，一份已加蓋應付印花稅之買賣合約的正本，或印花證明書的正本，以證明已完全繳付買賣合約之印花稅及使賣方律師在臨時合約之日後起 1 個月內在土地註冊處登記買賣合約。
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。

Procedures to be followed by the Purchaser who is eligible for "Stamp Duty Express"

獲「印花稅直送」之買方須遵守的程序

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

Other Matters

其他事項

8. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.
本人／我們確認及知悉，若本人／我們不能全數準時支付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，本人／我們須就此向賣方作出十足的彌償。
9. I/We understand that I/we shall be solely responsible for ascertaining whether I/we am/are HKPR, subject to the BSD and subject to the AVD at the New Rate.
本人／我們明白，本人／我們有責任確定本人／我們是否香港永久性居民、是否需要繳付「買家印花稅」及是否需要繳付以新稅率計算的「從價印花稅」。
10. I/We acknowledge and agree that I/we shall pay all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by me/us or any third party (if applicable) if I/we claim exemption from BSD or AVD at the New Rate, as the case may be.
本人／我們知悉及同意，若本人／我們有意申請豁免「買家印花稅」或豁免以新稅率計算的「從價印花稅」（視情況而定），本人／我們須支付所有就該申請而必需由本人／我們或第三方（如適用）作出的「法定聲明」所涉及的法律費用及開銷。

11. I/We acknowledge that this acknowledgement letter does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt. 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.
本確認書不構成你們給予本人／我們任何意見或陳述。本人／我們明白如有疑問，本人／我們應徵詢專業人士之意見。印花稅署署長對於以第 2 標準稅率計算的「從價印花稅」是否適用於本人／我們及／或本人／我們是否可獲豁免「買家印花稅」有決定權。
12. Nothing in this acknowledgement letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.
本確認書任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。
13. The Chinese translation of this acknowledgement letter is for reference purposes only. In case of any dispute, the English version shall prevail.
本確認書中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signed by the Purchaser(s)買方簽署

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

Vendor 賣方	Pacific Good Investment Limited 達協投資有限公司		
Phase of Development 發展項目的期數	Phase 1B of NOVO LAND NOVO LAND 的第 1B 期		
Address 地址	8 Yan Po Road 欣寶路 8 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser 買方			
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

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

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

- (i) During the necessary maintenance of the external walls of Bergen Tower 1, Bergen Tower 2 and Bergen Tower 3 arranged by the Manager of the Phase, the gondola will be operating in the airspace outside windows and above the roof/flat roof/the parapet walls of units in such Towers.
在期數的管理人安排之 Bergen 第 1 座、Bergen 第 2 座及 Bergen 第 3 座外牆之必要維修進行期間，吊船將在該等住宅大廈單位之窗戶外及天台／平台／護牆之上及其上空運作。
- (ii) There are common areas for pipe duct maintenance at flat roof of some residential properties on Garden Floor (2/F) (the “Area”) and the Area(s) is/are part(s) of the Residential Common Areas and Facilities within the Phase as defined in the Principal Deed of Mutual Covenant and Management Agreement and/or Sub-Deed of Mutual Covenant (collectively the “DMC”). Pursuant to the provisions of the DMC, and in particular sub-clause (a) of Part B of the Second Schedule to the Principal DMC, the Manager of the Development shall have the right to enter into the Area(s) through the residential properties on Garden Floor (2/F). The Area(s) has/have been shown in the relevant floor plans of the sales brochure of the Phase.
花園層（2 樓）的部份住宅物業有供管道槽維修用之公用範圍（「該範圍」），而該範圍於大廈公契及管理協議及/或副公契（統稱「公契」）界定為期數的住宅公用地方及設施。根據公契上的條文及主公契第二附表 B 部分第(a)條，期數的管理人有權經過花園層（2 樓）的部份住宅物業進入該範圍。該範圍已展示於期數的售樓說明書的相關樓面平面圖。
- (iii) Lightning rod/Antenna will be installed at the following location(s):
以下位置將會安裝避雷針／天線：

Description 說明	Location 位置
Lightning rod 避雷針	Top roof of Bergen Tower 1, Bergen Tower 2 and Bergen Tower 3 Bergen 第 1 座、Bergen 第 2 座及 Bergen 第 3 座頂層天台
Antenna 天線	Top roof of Bergen Tower 1, Bergen Tower 2 and Bergen Tower 3 Bergen 第 1 座、Bergen 第 2 座及 Bergen 第 3 座頂層天台

- (iv) There may be backlit signage and decorative lighting at the external wall at lower levels of the Phase below each tower in the Phase. The locations of such signage and lighting may be changed from time to time and its illumination may impact the Property.
期數的低層的外牆可能設有背光標誌及裝飾照明。該等標誌及裝飾照明的位置可能不時改變。上述特色裝置的照明對本物業可能會造成影響。
- (v) There may be exhaust devices at lower levels of the Phase. The alignment and position of the exhaust devices may be changed from time to time and are subject to compliance with the relevant statutory requirements and/or directions from the relevant government authorities. Such exhaust devices may impact the Property.
期數的低層或會有排氣設備。排氣設備的排列及位置或會不時更改，並須符合相關法例的要求及有關政府部門的指引。上述排氣設備對本物業可能會造成影響。

- (vi) There may be air-conditioner(s) outdoor unit(s) at the flat roof at lower levels of the Phase. The alignment and position of the air-conditioner(s) outdoor unit(s) may be changed from time to time. Such air-conditioner(s) outdoor unit(s) may impact the Property.
期數低層的平台或會有冷氣機室外機。冷氣機室外機的排列及位置可能不時改變。冷氣機室外機對本物業可能會造成影響。
- (vii) The air-conditioner platform(s) outside the Property may be placed with air-conditioner(s) outdoor unit(s) belonging to the Property and/or other residential units.
本物業外的冷氣機平台可能會放置屬於本物業及／或其他住宅物業的一部或多部冷氣機室外機。
- (viii) There may be decorative lighting and sound system at the landscape area, BBQ area and outdoor swimming pool at lower levels of the Phase. The locations of such lighting may be changed from time to time and social events will be held at the abovementioned facilities. Such illumination or noise may impact the Property.
期數低層的園景區、燒烤場及室外游泳池設有裝飾照明及音響系統。該等裝飾照明的位置可能不時改變及以上設施將會舉辦的社交活動。上述特色裝置的照明及噪音對本物業可能會造成影響。
- (ix) The Purchaser is obliged to comply with the provisions in the Land Grant and the DMC regarding access to, and rights relating to the Landlocked Lots (as defined in the DMC), and such provisions are also stated in the Summary of Land Grant, Summary of Deed of Mutual Covenant and Information on Public Facilities and Public Open Spaces of the sales brochure of the Phase.
買方需遵守批地文件及公契列出的有關公契提及之「被包圍地段」的通行權及其他相關權利，相關條文已在期數的售樓說明書的批地文件的摘要、公契的摘要及公共設施及公眾休憩用地的資料展示。
- (x) Please refer to the "Layout Plan of the Development" section of the sales brochure of the Phase for identification of the approximate locations of (a) the chimneys for Emergency Generator Room, (b) Emergency Generator Room and (c) Transformer Room of the Phase. Such facilities may impact the Property.
請參閱期數的售樓說明書的發展項目的布局圖一節，以識別(a)緊急發電機機房煙囪、(b)緊急發電機機房及(c)電力變壓房的大約位置。上述設施對本物業可能會造成影響。
- (xi) All services provided or goods sold by the tenants in the Commercial Accommodation of the Development are subject to the discretion of the tenants and may change from time to time. No warranty or representation (whether express or implied) has been made by the Vendor or its agent whatsoever in respect of the provision of any services or sale of any goods or the tenants' mix in the Commercial Accommodation of the Development.
所有由發展項目其他期數的商場租戶提供之服務或售賣之貨品由該等租戶酌情決定及可能不時改變。賣方或其代理人對該等服務或貨品或租戶之組合並無作出任何承諾或陳述（不論明示或隱含）。
- (xii) There may be special traffic arrangement including but not limited to alteration of vehicular access route during the construction of subsequent phase(s) of the Development. Construction vehicles may also enter the carpark for construction of subsequent phases(s). Such construction works and arrangement may materially affect the enjoyment of the residential properties in the Phase in terms of views, noise, dust and/or other aspects of the surrounding environment.
發展項目的後續期數施工期間可能會制定特別交通安排，包括但不限於更改行車通道，建築車輛亦可進入停車場以進行後續期數的施工，施工期間可能對期數內住宅物業之享用，諸如景觀、噪音、沙塵及／或周邊地區環境之方面造成實質影響。
- (xiii) Parts of the Clubhouse and facilities of the Development belong to other phases of the Development and will be open for use upon completion of the respective phases of the Development. The Clubhouse and facilities of the Development may not be open for immediate use upon completion of the Phase.
部份會所及／或康樂設施屬於發展項目其他期數，會所將按個別期數落成時開始啟用。會所及／或康樂設施於期數入伙時未必能即時啟用。

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

如本文件之中英文文本有任何歧義，一切以英文文本為準。

I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge and acceptance of the above.
本人／吾等確認及聲明本人／吾等同意購入本物業時已完全知悉並接受上述事項。

Signed by the Purchaser(s)買方簽署

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

Vendor 賣方	Pacific Good Investment Limited 達協投資有限公司		
Phase of Development 發展項目的期數	Phase 1B of NOVO LAND NOVO LAND 的第 1B 期		
Address 地址	8 Yan Po Road 欣寶路 8 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser 買方			
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

To: The Purchaser
致：買方

1. We, Pacific Good Investment Limited, refer to your purchase of the Property under a preliminary agreement for sale and purchase (the **“Preliminary Agreement”**).
本公司達協投資有限公司現就閣下根據一份臨時買賣合約（以下稱「**臨時合約**」）購買本物業一事致函閣下。
2. The purpose of this letter is to confirm our offer to you, subject to and in accordance with the terms and conditions of this letter, in particular the fulfillment of your obligations in paragraph 3 below (please fill in a “✓” at the appropriate box):-
本信件之目的是為了確認本公司按照本信件所列的條款與細則（尤其是有關閣下履行以下第 3 段所列責任的條款），向閣下提供「印花稅直送」（請在適用之方格內填寫「✓」號）：-
 - The amount of the "Stamp Duty Express" shall be equal to 3.75% of the purchase price; or
「印花稅直送」金額相當於樓價的 3.75%；或
 - The amount of the "Stamp Duty Express" shall be equal to 9% of the purchase price.
「印花稅直送」金額相當於樓價的 9%。
3. **By signing this letter, you agree to the following:-**
簽署本信件即表示閣下同意以下各項：
 - (a) You shall execute a legally binding formal agreement for sale and purchase of the Property (in the form prescribed by the Vendor without amendments)(the **“Agreement for Sale and Purchase”**) in accordance with the terms and conditions of the Preliminary Agreement.
閣下須按照臨時合約的條款與細則，簽署一份有法律約束力的正式買賣合約（按賣方規定的格式及不得作出修改）（以下稱「**買賣合約**」）。
 - (b) You shall make payment of the further deposit, additional deposit(s), further part payment(s) and balance of purchase price within the time specified in the Agreement for Sale and Purchase and perform and observe all other terms and conditions in the Preliminary Agreement and the Agreement for Sale and Purchase.
閣下須於買賣合約規定的限期內支付加付訂金、額外訂金、進一步的部分付款及樓價餘額，並履行及遵守臨時合約和買賣合約所有其他條款與細則。
 - (c) Upon signing of the Agreement for Sale and Purchase,
在簽署買賣合約之時，
 - (i) You shall deposit with the Vendor’s solicitors a fund for the Vendor’s solicitors to arrange for the Agreement for Sale and Purchase and (where required by the Stamp Duty Ordinance) the Preliminary Agreement to be stamped by the Collector of Stamp Revenue within the time limit prescribed by the Stamp Duty Ordinance. The amount of the fund is equal to the amount of AVD on the Agreement for Sale and Purchase (including the fixed fee for stamping a counterpart of the Agreement for Sale and Purchase) and (where required by the Stamp Duty Ordinance) the Preliminary Agreement; and (if applicable) the amount of BSD, less the amount of "Stamp Duty

Express". The above arrangement is without prejudice to your obligation to pay stamp duty under the Agreement for Sale and Purchase.

閣下須向賣方代表律師存放一筆款項，以使賣方代表律師安排在《印花稅條例》訂明的時限內讓印花稅署署長為買賣合約及（如《印花稅條例》要求）臨時合約加蓋印花。該筆款項金額相等於買賣合約（包括加蓋買賣合約副本的定額費用）及（如《印花稅條例》要求）臨時合約的從價印花稅及（如適用）買家印花稅，減「印花稅直送」的金額。以上安排是不減損閣下在買賣合約下支付印花稅的責任。

- (ii) You shall provide the following to the Vendor's solicitors: (If you claim that lower rates (Scale 2) of AVD shall apply and/or BSD shall be exempted) a Statutory Declaration (in Form IRSD 131) made by you accompanied with a copy of your Hong Kong Identity Card(s), Application for Refund of Stamp Duty (Form IRSD125(E)) (signed but undated), Application for Partial Refund of Ad Valorem Stamp Duty (Form IRSD125A(E)) (signed but undated), Letter of Indemnity (for Payer of Stamp Duty) (Form L/1(1) (4/ 2017)) (signed, witnessed but undated), Stamping Request (Form IRSD112(E)) (signed by you or your solicitors, indicating that the Vendor pays 100% share of AVD) and such other document(s) as may be required by the Vendor or the Vendor's solicitors. 閣下須向賣方代表律師提供以下文件：（如閣下聲稱應適用以較低稅率（第 2 標準）計算的從價印花稅及／或應豁免買家印花稅）閣下作出的「法定聲明」（表格 IRSD 131）及附上閣下的香港身分證副本、印花稅退款申請書（表格 IRSD 125(E)）（已簽署但無註明日期）、申請退還部分從價印花稅（表格 IRSD 125A(E)）（已簽署但無註明日期）、償還稅款保證書（供支付印花稅者填報）（Form L/1(1)(4/2017)）（已簽署及見證但無註明日期）、加蓋印花申請（表格 IRSD 112(E)）（由閣下或閣下代表律師簽署及訂明賣方支付 100%從價印花稅）及其他賣方或賣方代表律師要求的文件。

4. The "Stamp Duty Express" will be applied by the Vendor directly for payment (or part payment) of the AVD chargeable on the Agreement for Sale and Purchase on your behalf. You shall remain primarily liable for payment of the AVD, and shall be responsible for payment of the difference (if any) between the actual amount of AVD and the amount of the "Stamp Duty Express", the fixed fee for stamping a counterpart of the Agreement for Sale and Purchase and (where required by the Stamp Duty Ordinance) the Preliminary Agreement and (if applicable) the amount of BSD.

賣方將應用「印花稅直送」直接代閣下繳付買賣合約的應繳的從價印花稅（或其部份）。閣下仍須負上繳付從價印花稅的主要責任，及須負責繳付實際從價印花稅的金額與「印花稅直送」的金額之間的差額（如有）、加蓋買賣合約副本及（如印花稅條例要求）臨時合約的定額費用及（如適用）買家印花稅。

5. After the "Stamp Duty Express" has been applied for payment (or part payment) of the AVD by the Vendor for the first time: 在賣方首次應用「印花稅直送」繳付從價印花稅（或其部份）後：

(a) If the amount of the "Stamp Duty Express" exceeds the amount of the AVD, subject to settlement of the balance of the purchase price in accordance with the Agreement for Sale and Purchase, the Vendor will apply the remaining amount of the "Stamp Duty Express" (as a cash rebate) for part payment of the balance of the purchase price of the Property directly. 如「印花稅直送」的金額大於 AVD 的金額，在閣下按買賣合約付清樓價餘額的情況下，賣方會將「印花稅直送」的剩餘金額（作為現金回贈）直接用於支付本物業的部份樓價餘額。

(b) After the Vendor has paid or applied the "Stamp Duty Express" as aforesaid, the Vendor's obligation to you under this benefit will be discharged. Even if there is a change in the purchase price in the future (whether due to your application to change the terms of payment which has been approved by the Vendor or other reason), the amount of the "Stamp Duty Express" will not be adjusted as a result of the change in the purchase price and the Vendor is no longer required to pay any additional stamp duty for you.

賣方在繳付或應用「印花稅直送」後，賣方對閣下關於此優惠的責任將完結。即使樓價日後有更改（不論是否因閣下日後申請更改支付辦法獲得賣方同意或其他原因），「印花稅直送」的金額不會因樓價更改而調整，賣方亦無須向閣下代繳任何進一步的印花稅。

6. If the Purchaser does not complete the purchase of the Property in accordance with the Agreement for Sale and Purchase, the full amount of the "Stamp Duty Express" shall be refunded to the Vendor.

如閣下沒有按買賣合約完成購買本物業，「印花稅直送」的全額將須退還給賣方。

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

假如閣下沒有根據買賣合約的條款及條件完成本物業的交易，賣方保留向閣下追討索償及向稅務局申請退回已支付的從價印花稅（「退款」）之權利。若買賣合約因任何原因被取消或終止而不再需要支付已付之從價印花稅（或其

任何部分)，閣下須立即採取一切賣方要求之步驟及行動協助賣方從有關當局取回退款。閣下特此同意，不論當時買賣合約是否已經被取消或終止，閣下須因應賣方的要求簽署任何表格及文件，令賣方能夠申請退款及／或授權賣方申請退款，及為該目的使用該表格及文件及填上日期，填寫其他所需的表格及文件及將之遞交到有關當局。

8. If you are entitled to apply for partial refund of AVD ("**Partial Refund**") after disposing of the only existing residential property in Hong Kong owned by you ("**Existing Property**"),

如閣下在出售閣下在香港的唯一的現有住宅物業（「**現有物業**」）後，合資格申請退還部份從價印花稅（「**部份退款**」），

(a) You shall ensure that the disposal of the Existing Property is within the time limit prescribed by the Stamp Duty Ordinance and that you comply with other requirements stipulated by the Stamp Duty Ordinance.

閣下須確保出售現有物業是在《印花稅條例》訂明的時限之內，及閣下須遵守《印花稅條例》訂明的其他要求。

(b) You shall timely notify the Vendor's solicitors and provide such documents as may be required by the Inland Revenue Department or the Vendor's solicitors to enable the Vendor's solicitors to apply for Partial Refund at your own costs and expenses. The Partial Refund shall be made payable to the Vendor or the Vendor's solicitors.

閣下須及時通知賣方代表律師及提供稅務局或賣方代表律師所要求的文件，以讓賣方代表律師能夠申請部份退款，相關費用及開支由閣下負責。部份退款須支付予賣方或賣方代表律師。

(c) If the Partial Refund is received by the Vendor or the Vendor's solicitors before the date of settlement of balance of purchase price of the Property, the net balance of the Partial Refund after deducting relevant costs and expenses will be applied directly for settlement of part of balance of purchase price of the Property, if it is reasonably practicable for the Vendor or the Vendor's solicitors to do so. In other cases, subject to the settlement of the balance of purchase price of the Property by you, the net balance of the Partial Refund after deducting relevant costs and expenses will be released to you.

如賣方或賣方代表律師於付清本物業的樓價餘額前收到部份退款，賣方或賣方代表律師在合理可行的情況下，會將部份退款的淨餘款（在扣減相關費用及開支後）直接用於支付本物業的部份樓價餘額。在其他情況下，在閣下付清本物業的樓價餘款的情況下，部份退款的淨餘款（在扣減相關費用及開支後）將會發放予閣下。

(d) The Vendor and the Vendor's solicitors do not give and shall not be deemed to have given any representation, undertaking or warranty regarding the application for Partial Refund. Regardless of the outcome of the application, you agree that you will not make any claim against the Vendor and/or the Vendor's solicitors about any matters relating to the application.

賣方或賣方代表律師無給予及不應當作為已給予任何就申請部份退款的陳述、承諾或保證。無論申請結果成功與否，閣下同意不得就申請相關事宜向賣方及／或賣方代表律師提出任何申索。

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

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

10. The benefit in this letter is personal to you and is only available to you as a purchaser of the Property who signs a preliminary agreement for sale and purchase of a residential property in Phase 1B of NOVO LAND on or before the date (if any) specified in the relevant Price List of NOVO LAND. In any event, you shall only be entitled to receive the "Stamp Duty Express" once for each residential property. The rights or benefits conferred on you under this letter are non-assignable and non-transferable.

本信件的利益屬於閣下個人所有，並且僅向作為 NOVO LAND 相關價單中規定的日期（如有）或之前簽署購買 NOVO LAND 第 1B 期的住宅物業的臨時買賣合約的買方提供。不管怎樣，閣下只可就每個住宅物業有權使用印花稅直送一次。本信件賦予閣下的權利或利益不得轉讓或轉移。

11. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase. All the rights and remedies of the Vendor under the Agreement for Sale and Purchase shall not be affected by these terms and conditions. The terms and conditions herein constitute an agreement between the parties hereto independent from your purchase of the Property and the Agreement for Sale and Purchase and nothing herein contained or any failure by any party hereto to observe or perform any of its obligation hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Agreement for Sale and Purchase, or the rights, duties or obligations of the parties to the Agreement for Sale and Purchase. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, you shall remain liable to be bound to observe and perform all the terms and conditions in the Agreement for Sale and Purchase and to complete the purchase of the Property in accordance with the provisions of the Agreement for Sale and Purchase. The terms and conditions herein will not exonerate or exempt the Purchaser from being liable for his failure to complete the purchase. Any claim that you may have under or in relation to or in connection with the terms and conditions herein shall be a claim against the Vendor for damages only.

本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。賣方所有買賣合約下之權利及補償均不受本信件的條件及條款影響。於本信件的條款及條件構成於此所載之各方之間訂立的協議，且獨立於閣下購買本物業及買賣合約，於本信件的任何內容或任何一方如未能遵守或履行其本信件之任何責任，則買賣合約的運作、有效性或可強制執行性或買賣合約之下各方的權利、義務或責任亦不會被任何方式損害、變更或影響。為

免生疑，若賣方未能履行其於本信件之責任，閣下仍須遵守及履行買賣合約的所有條款及條件及按買賣合約的條款完成購買本物業。本信件的條款及條件不排除或豁免閣下在未能完成買賣時需負之責任。閣下所有按或就本信件的條款及條件提出的或與本信件的條款及條件有關連的申索，只限於為了取得損害賠償的申索。

12. For the purpose of this letter,
就本信件而言，

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

「從價印花稅」是指根據《印花稅條例》對臨時合約和買賣合約徵收的從價印花稅。

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

「買家印花稅」是指根據《印花稅條例》對臨時合約和買賣合約徵收的買家印花稅。

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

「《印花稅條例》」是指經不時修訂的《印花稅條例》（香港法例第 117 章）。

13. The parties do not intend any term of this letter to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623)(the “CRTPO”) and agree that this letter shall be excluded from the application of the CRTPO.
各方無意賦予任何第三者權利依據《合約(第三者權利)條例》（第 623 章）（「該條例」）強制執行本信件下任何條款，並且同意排除該條例對本信件的適用。

14. In case of dispute, we reserve our rights to make the final decision on all matters arising from this letter and such decision shall be binding on you.
如有爭議，本公司有權就本信件引起的所有事宜作最後決定，該決定對閣下有約束力。

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

For and on behalf of
Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited
As agent of Pacific Good Investment Limited（達協投資有限公司）



Authorized Signature(s)
授權人士簽署

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

- (a) I am/we are [*subject to* / *not subject to*] the buyer's stamp duty;
本人／吾等 [**須** / **毋須**] 繳付買家印花稅；
- (b) New Rate (flat rate of 15%) of ad valorem stamp duty is [*applicable* / *not applicable*] to my/our purchase of the Property;
從價印花稅的新稅率（劃一 15% 稅率） [**適用** / **不適用**] 於本人／吾等購買的本物業；
- (c) I am/each of us is acquiring the Property [*on my own behalf and not on behalf of any other person(s)* / *on behalf of other person*].
本人／吾等各人在購入本物業時是 [**代表自己行事及並不代表任何其他人士** / **代表他人行事**]。

I/We acknowledge and understand that Pacific Good Investment Limited relies on my/our declarations and representations made above in offering the "Stamp Duty Express" to me/us.

本人／吾等知悉及明白達協投資有限公司倚賴本人／吾等上述作出的聲明及陳述向本人／吾等提供「印花稅直送」。

Signed by the Purchaser(s) 買方簽署

Note 備註：

Please use Block Letters. All fields in this notice must be completed. This form must be signed by ALL of the Purchasers if there are more than one Purchaser(s).

If the Purchaser is a corporation, this form must be signed by its authorized signatory(s) with company chop.

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

Personal Information Collection Statement
個人資料收集聲明

Vendor 賣方	Pacific Good Investment Limited 達協投資有限公司		
Phase of Development 發展項目的期數	Phase 1B of NOVO LAND NOVO LAND 的第 1B 期		
Address 地址	8 Yan Po Road 欣寶路 8 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser 買方			
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

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

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

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

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

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

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

Purposes for which Your Information may be used**閣下資料可能被用作的用途**

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

我們可能不時使用閣下資料作下列一個或多個用途：

- (i) handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
處理閣下的物業交易，包括準備文件和作出任何必要的安排以完成交易；
- (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;
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) where mortgages, second mortgages, credit facilities or financial accommodation are sought by you, liaising with the mortgagee(s) or provider(s) of credit facilities or financial accommodation to process the same;
如閣下尋求按揭、第二按揭、信貸融資或財務融通，與承按人或信貸融資或財務融通提供者聯絡以處理閣下的申請；
- (iv) handling your applications or requests for services, products, memberships or benefits;
處理閣下就服務、產品、會籍或利益的申請或要求；
- (v) facilitating property management and security;
促進物業管理及保安；
- (vi) conducting surveys (which is wholly on voluntary basis) on the quality of services, properties, property developments or products provided by us or any other member of Sun Hung Kai Properties Group ("Group") or joint venture company(ies) set up by member(s) of the Group and joint venture partners ("JV Companies");
就我們或新鴻基地產集團（「集團」）任何其他成員或由集團成員及合資夥伴成立的合資公司（「合資公司」）提供的服務、物業、物業發展項目或產品的質量進行調查（自願性質參與）；
- (vii) marketing services, properties, property developments, products and other subjects (please see further details in "Use of Your Information in direct marketing" section below);

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

Transfer of Your Information **轉移閣下資料**

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

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

Use of Your Information in direct marketing **在直接促銷中使用閣下資料**

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

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

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

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

- (4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;
為慈善或非牟利用途的捐款或捐贈，或企業社會責任節目或活動；
- (c) in return for money or other property, to provide Your Information described in (a) above to other members of the Group for their use in direct marketing the classes of services and products described in (b) above.
為換取金錢或其他財產，將以上(a)段所述的閣下資料提供予集團其他成員以供其在直接促銷以上(b)段所述的服務及產品類別中使用。

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

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

Access to and correction of Your Information **查閱及改正閣下資料**

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

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

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

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

I 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, Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited may use my personal data in direct marketing or provide my personal data to other persons for their use in direct marketing (as the case may be), as more particularly set out in "Use of Your Information in direct marketing" section above

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

- Please do NOT send direct marketing information to me.
請不要向我發送直接促銷資訊。
- Please do NOT provide my personal data to other persons for their use in direct marketing.
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。

Signed by the Purchaser(s) 買方簽署

SHKP Club Application Form
新地會申請表格



新地會申請表格

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

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

(#必須填寫)

個人資料

#1. 先生 2. 小姐 3. 太太 4. 女士

#身份證 / 護照上之英文姓名 / 姓名拼音及中文姓名 _____ 出生月/日 _____

#年齡組別
 18-21 22-25 26-29 30-33 34-37 38-41 42-45
 46-49 50-53 54-57 58-61 62-65 65以上

婚姻狀況 1. 未婚 2. 已婚 3. 離婚
 教育程度 1. 中學以下 2. 中學 3. 大學或以上 4. 大學或以上

#現居地址 (申請人的會員證將郵寄至以下地址)
 香港 _____
 香港以外地區 (請註明國家：_____) _____
 詳細地址：_____ 郵政編號：_____

住宅電話 (區號 - 號碼) _____ #手提電話 _____ #電郵地址 _____

個人年歲 (港元) \$300,000以下⁽¹⁾ \$300,000 - \$700,000⁽²⁾ \$700,000以上⁽³⁾ (本會的資訊及優惠將以電子郵件發送給會員。)

會籍

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

會員資格及入會條件

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

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

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

香港 香港以外地區 (請註明國家及省市：_____)

物業名稱 _____ 座 _____ 樓 _____ 室 _____

本人是新鴻基地產集團(獨資或合資)所發展的住宅物業之買家 [見附註 1]。
 第一手買家 (見附註 2) 二手買家 (見附註 3)
 現提交 有關購買上述物業之文件副本 (見附註 4) 或 徵收差餉及地租通知書副本 或 律師行發出完成購買上述物業之證明文件副本，以供查核。

本人是新鴻基地產集團(獨資或合資)所發展的住宅物業之租客或套房酒店之首要貴客 (以許可人的身份) (見附註 1)。
 現提交有關租約或長期住宿協議副本，以供查核。 現時租客 以往租客

附註 1：住宅物業並不包括位於住宅發展物業內的私家車停車位、電單車停車位與單車位。
 若買家或租客或首要貴客為有限公司，就此星級會員申請事宜，本會將會接納該公司之董事為買家或租客或首要貴客。
 附註 2：第一手買家指於買賣合約內之買方，而買方為新鴻基地產發展有限公司或其附屬或聯營公司。
 附註 3：第二手買家指除第一手買家外之其他買家。第一手買家/二手買家一視同仁為新地物業持有者。
 附註 4：證明申請人為新鴻基地產集團所發展的住宅物業之買家的有關證明文件(管理費按金收據、管理費收條等除外)為：
 第一手買家/二手買家以私人身份購買之物業：
 訂購合約或臨時買賣合約 樓契或房地產權契
 正式買賣合約 土地註冊冊查冊記錄 (類別：過性及現況詳情)

第一手買家/二手買家以公司名稱購買之物業：
 香港公司註冊表格 X/D2/AR1 或中國各地工商行政管理局發出的備案通知書之副本(以證明申請人為該公司之董事)及最少右列任何一項的副本：
 i) 訂購合約或臨時買賣合約 ii) 樓契或房地產權契 iii) 正式買賣合約 iv) 土地註冊冊查冊記錄 (類別：過性及現況詳情)

本申請表格中填寫所需之資料必須提供。如閣下未有提供該等資料，本會將無法處理閣下的申請。閣下提供的個人資料及有關資料將予保密及用於處理閣下的申請，包括核實閣下提供之資料和考慮閣下成為會員的資格，以及會員守則中個人資料收集聲明內指明的其他用途。為此用途，閣下簽署此申請表格即表示同意我們將閣下個人資料與閣下先前提供給新鴻基地產集團的資料加以比較。閣下提供的個人資料將只被披露或轉移予為上述目的使用有關資料時，合理而有需要把有關資料轉移予相關人士及機構。閣下有權根據《個人資料(私隱)條例》(第486章)的規定，要求查閱或更正閣下的個人資料。如有任何查閱或更正資料要求，可向本會資料保障主任提出，其辦事處位於香港灣仔30號新鴻基中心45樓。(電話：852-2828 7878 傳真 852-2827 8804 電郵：shkpcub@shkpc.com)

簽署

本人謹此本人已詳閱及明白刊載於此申請表格的會員守則。本人同意接受並遵從會員守則及同意個人資料收集聲明所指明的用途。本人謹此本人已仔細閱讀下列「使用個人資料作直接促銷」部分的條文，並且明白新地會可以如何使用本人的個人資料作直接促銷用途，以及直接促銷的範圍。本人同意收取有關新鴻基地產集團及新地會的直接促銷資訊。本人聲明以上各項填報資料及就有關申請而遞交之文件均屬真實、正確及完整。本人並授權貴會可向任何其他新鴻基地產集團成員查核本人的資料，本人亦同意及授權其他新鴻基地產集團成員按擁有本人之資料予貴會。本人同意以填報之個人資料作核對本人身份及會籍狀況之用。本人明白並同意所有就此申請而遞交之文件，均不會發還。如貴會要求，本人將提交文件正本及其他所需文件，以便貴會處理此申請。

使用個人資料作直接促銷

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

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

新地會的目標是為推廣新鴻基地產集團的業務及形象，並促進會員及新鴻基地產集團的雙向溝通及通訊。閣下申請成為新地會會員，即是閣下同意新地會使用閣下的個人資料以上述方式及範圍作直接促銷。新地會通常會以電郵方式向閣下發送直接促銷資訊，亦可使用其他方式。如閣下欲拒絕用電郵以外的其他通訊方式收取資訊，請在下列適當的方格加☑號。如未有在任任何方格加☑號，新地會即可使用所有下列通訊方式：
 電話 (通話) 電話 (短信等) 郵寄

授權遞交新地會入會表格

本人 _____ (申請人身份證上的姓名) 現委託 _____ (以公司名稱，如適用) 之 _____ 先生/小姐 代表本人遞交新地會入會申請表格，並確保表格上的資料乃本人提供，及由本人簽署確認資料屬實。

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

申請人簽署確認 (請向新地會入會申請表格格第一張)
 日期： _____ 日/ _____ 月/ _____ 年/

獲授權人簽署
 日期： _____ 日/ _____ 月/ _____ 年/

[更新資料於 2020 年 03 月]

申請人可自願提供此問卷答案

問卷A

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

請刪選有興趣之項目

1. 有關新鴻基地產資訊

- a. 樓盤
 f. 日式百貨
 b. 保險
 g. 其他 (請註明: _____)
 c. 商場
 d. 電訊
 e. 酒店

2. 生活

- a. 時事
 f. 財富管理
 k. 電子產品/電腦
 b. 家居設計及擺設
 g. 親子
 l. 健康資訊
 c. 飲食
 h. 汽車/駕駛
 m. 其他 (請註明: _____)
 d. 潮流服飾
 i. 文化閱讀
 e. 家居保養及清潔
 j. 美容/健身

3. 娛樂消閒

- a. 流行音樂
 f. 烹飪
 k. 其他 (請註明: _____)
 b. 旅遊
 g. 潮流
 c. 電影
 h. 瓶物
 d. 體育
 i. 優質生活介紹
 e. 電腦遊戲
 j. 園藝

4. 請刪選你有興趣的物業相關活動及優惠 (可刪選多於一項):

- a. 參觀香港新樓盤
 f. 推薦親友置業計劃
 k. 其他置業服務及活動(請註明: _____)
 b. 參觀內地新樓盤
 g. 置業按揭服務/資訊
 c. 參觀新樓會所
 h. 置業法律知識講座/資訊
 d. 會員首次置業優惠
 i. 家居設計/裝修工作坊
 e. 會員換領置業優惠
 j. 家居保養工作坊

5. 請問您現時在香港持有幾個住宅物業?

- a. 0
 b. 1
 c. 2
 d. 3
 e. 4
 f. 5或以上

6. 如購買了新住宅物業，請問您會在購入新住宅物業至入伙後六個月期間，出售現時所有在香港的其他住宅物業，或全部轉讓給近親?

- a. 會，全部出售
 b. 會，全部轉讓給近親
 c. 不會
 d. 未決定
 e. 不適用

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

- 本人: a. 有 (是/否首置)
 b. 沒有
 同住親友: c. 有 (是/否首置)
 d. 沒有

8. 如有打算置業，請刪選未來置業所選擇之間隔

- a. 有 (可刪選多於一項): b. 開放式或1房 c. 2房 d. 3房 e. 4房或以上 f. 沒有

職員專用	編號
_____(//) _____(//)	
現場審查: <input type="checkbox"/> 批核: <input type="checkbox"/> 接納 <input type="checkbox"/> 不接納	編號
	副本

會員守則

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

會籍

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

會員證

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

設施及服務

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

本會之責任

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

會員繳付費用

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

更改會員守則

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

退會

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

開除會籍

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

本會終止運作

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

個人資料收集聲明

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

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

- (a) 處理會籍之申請；(b) 核實提供予本會之資料；(c) 為本會及/或新鴻基地產進行研究及/或分析；(d) 不時向會員提供關於新鴻基地產集團的資訊，包括新鴻基地產集團為會員提供的產品、設施、服務及其他優惠、獎賞及其他得益的資訊並且為會員提供及安排該等產品、設施、服務及其他優惠、獎賞及其他得益(參與使用個人資料作直接促銷)；(e) 就本會及/或新鴻基地產集團對會員或一般顧客所提供的設施、服務及/或產品，及作出評估及改進；(f) 促進會員與本會間的溝通，並鼓勵會員就其對本會及/或新鴻基地產集團之設施、服務及/或產品之需要及期望作出回應；(g) 為確定會員享用本會及新鴻基地產集團產品、設施、服務及其他優惠、獎賞及其他得益的資格，並考慮會員的需要，而將會員個人資料與會員先前提供給新鴻基地產集團的所有個人資料加以比較；(h) 履行任何適用法律下要求披露之規定；(i) 任何經申請人或會員不時同意之其他用途。

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

新鴻基地產集團指新鴻基地產發展有限公司及任何由該公司直接或間接持有或50%已發行股本的公司。

閣下提供的個人資料將只會被用於與上述目的相關及合理之單位。

每一位會員均有權根據《個人資料(私隱)(修訂)條例》(第486章)的規定，要求更改或更正閣下之個人資料。如有任何查詢或更正資料要求，可向本會資料保障主任提出，其辦事處位於香港灣仔道30號新鴻基中心45樓(電話: 852-2828 7878 傳真: 852-2827 8604 電郵: shkpcub@shkp.com)

新地會感謝會員長期支持，我們不時與會員分享新鴻基地產集團及新地會的各種最新資訊。如閣下不願意收取新地會的直接促銷材料及/或資訊，可以向我們發出書面通知，郵寄至香港灣仔道30號新鴻基中心45樓新地會資料保障主任收，電郵至shkpcub@shkp.com，或傳真至852-2827 8604，或親臨新地會熱線 852-2828 7878。即使閣下選擇日後不收取我們的直接促銷材料及/或資訊，我們亦會尊重閣下之會籍，以便閣下能繼續享受更多的會員福利。你可以透過本會網頁或張貼於新鴻基地產集團旗下不同地點的通告得悉本會其後的優惠訊息。

適用法律

本守則受香港特別行政區法律管轄並按香港特別行政區法律解釋。

管轄文本

本守則之英文文本及中文文本在文義上如有任何歧異，概以英文文本為準。

[更新資料於 2020 年03月]

Annex 10
附件 10

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

Part I
第 I 部份

1. Depending on the payment plan selected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits of the payment plan will be made available by the Vendor to the Purchaser in connection with the purchase of the Property.
視乎買方其要約表格所選擇的支付辦法，賣方將就購買該物業向買方提供以下該支付辦法相關的贈品、財務優惠或利益。
2. All capitalised items in this list of gifts, financial advantage or benefits, unless otherwise defined, shall have the meanings ascribed to them in the Tender Document.
除非本列表另有定義，招標文件中各用語的定義適用於本贈品、財務優惠或利益的列表的用語。
3. The Vendor's offer to provide the gifts, financial advantage or benefits shall be withdrawn if the Preliminary Agreement and the Agreement is/are terminated or cancelled for whatever reason.
如臨時合約及正式合約因任何原因終止或取消，則賣方提供贈品、財務優惠及利益的協議將無效。
4. According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the first-hand Purchaser in connection with the purchase of a residential property will be deducted from the Purchase Price when calculating the loan-to-value ratio by the bank; and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.
根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予一手買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠（如有）；而有關還款能力之要求（包括但不限於供款與入息比率之上限）將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。
5. All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of the Property are offered to first-hand Purchaser only and shall not be transferable. The Vendor has absolute discretion in deciding all relevant matters including but not limited to whether a Purchaser is entitled to those discount, gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those discount, gift, financial advantage or benefit. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.
所有就購買該物業而連帶獲得的任何折扣、贈品、財務優惠或利益均只提供予買方及不可轉讓。賣方有絕對酌情權決定所有相關事項，包括但不限於買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。
6. For all cash rebate(s) (rounded up to the nearest integer) that will be offered by the Vendor for part payment of the balance of Purchase Price, subject to the relevant prerequisite for provision the cash rebate(s) being satisfied, the Vendor reserves the right to pay the cash rebate(s) to the Purchaser by other method(s) and in other manner. If subsequently it is discovered that the Purchaser is not entitled to any cash rebate(s), the Purchaser shall forthwith upon demand from the Vendor refund the relevant cash rebate(s) to the Vendor.
所有由賣方將提供用以支付樓價餘額部份的現金回贈（以向上捨入方式換算至整數），在符合提供現金回贈的相關先決條件的情況下，賣方保留權利以其他方法及形式將現金回贈支付予買方。如其後發現買方不應獲得任何現金回贈，買方收到賣方要求後須立即退回相關現金回贈予賣方。
7. The Vendor's designated financing company is a related company of the Vendor. The Vendor's designated financing company does not and will not appoint any person (third party) for or in relation to granting a loan to any intending borrower or any specified class of intending borrower, whether as to the procuring, negotiation, obtaining, application, guaranteeing or securing the repayment of such a loan.
賣方的指定財務機構為賣方的有聯繫公司。賣方的指定財務機構沒有亦將不會委任任何人士（第三方）處理就向任何擬借款人或任何指明類別的擬借款人批出貸款，無論是促使、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。

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

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

(TA1) Cash Payment Plan
現金付款計劃

1. Happy Life Cash Rebate
快樂人生現金回贈

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

The Purchaser who satisfies the conditions as set out in Annex 10.2 will be eligible for a cash rebate of HK\$5,000. Please see Annex 10.2 for details.

符合附件 10.2 所列明的條件的買方可獲港幣\$5,000 之現金回贈。詳情請參閱附件 10.2。

2. Happy Home Cash Rebate or Happy Work Cash Rebate
快樂居所現金回贈或快樂工作現金回贈

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

The Purchaser who satisfies the conditions as set out in Annex 10.3 or Annex 10.4 will be eligible for a cash rebate of HK\$5,000. Please see Annex 10.3 or Annex 10.4 for details.

符合附件 10.3 或附件 10.4 所列明的條件的買方可獲港幣\$5,000 之現金回贈。詳情請參閱附件 10.3 或附件 10.4。

For the avoidance of doubt, if the Purchaser satisfies the conditions as set out in Annex 10.3 and Annex 10.4, the Purchaser is only entitled to either the Happy Home Cash Rebate or Happy Work Cash Rebate.

為免疑問，如買方符合附件 10.3 及附件 10.4 所列明的條件，買方只可享有快樂居所現金回贈或快樂工作現金回贈的其中一項。

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

If the Purchaser is a SHKP Club member (i.e. at least one individual Purchaser (if the Purchaser is a group of individuals) or at least one director of the Purchaser (if the Purchaser is a corporation) is a SHKP Club member on or before the date of settlement of the balance of the Purchase Price), subject to settlement of the balance of the Purchase Price in accordance with the Agreement, the Purchaser shall be entitled to a cash rebate of HK\$5,000.

如買方為新地會會員（即在付清樓價餘額之日或之前，最少一位個人買方（如買方是以個人名義）或最少一位買方之董事（如買方是以公司名義）須為新地會會員），買方在按正式合約付清樓價餘額的情況下，可獲港幣\$5,000現金回贈。

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

買方須於付清樓價餘額之日前最少30日以書面向賣方申請新地會會員現金回贈，賣方會於收到申請並證實有關資料無誤後將新地會會員現金回贈直接用於支付部份樓價餘額。

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

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

在不影響買方於正式合約下之權利的前提下，凡該物業有欠妥之處，買方可於該期數的滿意紙或轉讓同意書發出日（以較早者計）起計 3 年內向賣方發出書面通知，賣方須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。

For the avoidance of doubt, the First 3 Years Warranty Offer does not apply to any defects caused by fair wear and tear, the act or neglect of any person; and the landscaping and potted plants (if any).

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

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

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

(a) Option to purchase a residential car parking space
認購住戶停車位的權利

Table A
表 A

Block Name 大廈名稱	Floor 樓層	Flat 單位
Bergen Tower 2 Bergen 第 2 座	16/F – 23/F 16 樓至 23 樓	A1

The Purchaser of a residential property listed in Table A is entitled to have an option to purchase one residential car parking space in the Phase or other Phase(s) (in respect of which presale consent(s) or consent(s) to assign has/have been issued by the Director of Lands). The Vendor makes no representation, warranty or guarantee that the Purchaser will be offered a residential car parking space within the same Phase as the residential property that the Purchaser is purchasing. Please see Annex 10.6(a) for details.

選購表 A 所列的住宅物業之買方，可享有認購該期數或其他地政總署署長屆時已發出預售樓花同意書或轉讓同意書的期數內的一個住戶停車位的權利。賣方不作出任何陳述、承諾或保證買方會獲認購與其購買住宅物業相同期數內的住戶停車位。詳情請參閱附件 10.6(a)。

6. KMB Monthly Pass at half price
九巴月票半價優惠

Please see Annex 10.7 for details.
詳情請參閱附件 10.7。

7. Shenzhen Bay Port Bus Ticket at half price
深圳灣口岸車票半價優惠

Please see Annex 10.8 for details.
詳情請參閱附件 10.8。

(TB1) Flexible Payment Plan
靈活付款計劃

1. Stamp Duty Express
印花稅直送

Where the Purchaser selects the Stamp Duty Express in the Offer Form, the Purchaser shall be eligible for the Stamp Duty Express in an amount equal to the amount specified in the Offer Form. Please see Annex 10.1 for details.
如買方於要約表格選擇印花稅直送，買方可享有印花稅直送，印花稅直送的金額相等於要約表格中所指明的金額。詳情請參閱附件10.1。

2. Special Cash Rebate
特別現金回贈

Where the Purchaser:
如買方：

- has not utilized the Super Second Mortgage Loan as set out in paragraph 6(a); and
沒有使用第 6(a)段所述的 Super 第二按揭貸款；及
- has not utilized the 3+2 Years Loan Plan as set out in paragraph 6(d); and
沒有使用第 6(d)段所述的 3+2 年貸款計劃；及
- settles the balance of the Purchase Price in accordance with the Agreement,
按正式合約付清樓價餘額，

the Purchaser shall be entitled to a Special Cash Rebate (“Special Cash Rebate”) offered by the Vendor. The amount of the Special Cash Rebate shall be equal to 3% of the Purchase Price.

買方可獲賣方送出特別現金回贈（『特別現金回贈』）。特別現金回贈的金額相等於樓價 3%。

The Purchaser applies to the Vendor in writing for the Special Cash Rebate at least 30 days before (whichever is earlier) the date of settlement of the balance of the Purchase Price or (if applicable) the estimated material date for the Phase as specified in the Agreement. After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the Special Cash Rebate for part payment of the balance of the Purchase Price directly.

買方於付清樓價餘額之日或（如適用）正式合約內訂明的該期數的預計關鍵日期（以較早者為準）前最少 30 日以書面向賣方申請特別現金回贈，賣方會於收到申請並證實有關資料無誤後，將特別現金回贈直接用於支付部份樓價餘額。

3. Happy Life Cash Rebate
快樂人生現金回贈

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

The Purchaser who satisfies the conditions as set out in Annex 10.2 will be eligible for a cash rebate of HK\$5,000. Please see Annex 10.2 for details.

符合附件 10.2 所列明的條件的買方可獲港幣\$5,000 之現金回贈。詳情請參閱附件 10.2。

4. Happy Home Cash Rebate or Happy Work Cash Rebate
快樂居所現金回贈或快樂工作現金回贈

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

The Purchaser who satisfies the conditions as set out in Annex 10.3 or Annex 10.4 will be eligible for a cash rebate of HK\$5,000. Please see Annex 10.3 or Annex 10.4 for details.

符合附件 10.3 或附件 10.4 所列明的條件的買方可獲港幣\$5,000 之現金回贈。詳情請參閱附件 10.3 或附件 10.4。

For the avoidance of doubt, if the Purchaser satisfies the conditions as set out in Annex 10.3 and Annex 10.4, the Purchaser is only entitled to either the Happy Home Cash Rebate or Happy Work Cash Rebate.

為免疑問，如買方符合附件 10.3 及附件 10.4 所列明的條件，買方只可享有快樂居所現金回贈或快樂工作現金回贈的其中一項。

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

If the Purchaser is a SHKP Club member (i.e. at least one individual Purchaser (if the Purchaser is a group of individuals) or at least one director of the Purchaser (if the Purchaser is a corporation) is a SHKP Club member on or before the date of settlement of the balance of the Purchase Price), subject to settlement of the balance of the Purchase Price in accordance with the Agreement, the Purchaser shall be entitled to a cash rebate of HK\$5,000.

如買方為新地會會員（即在付清樓價餘額之日或之前，最少一位個人買方（如買方是以個人名義）或最少一位買方之董事（如買方是以公司名義）須為新地會會員），買方在按正式合約付清樓價餘額的情況下，可獲港幣\$5,000現金回贈。

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

買方須於付清樓價餘額之日前最少30日以書面向賣方申請新地會會員現金回贈，賣方會於收到申請並證實有關資料無誤後將新地會會員現金回贈直接用於支付部份樓價餘額。

6. Loan Offer 貸款優惠

The Purchaser may apply for ONLY ONE of the following loan offers from the Vendor's designated financing company: 買方可向賣方的指定財務機構申請以下其中一項貸款優惠：

(a) Super Second Mortgage Loan Super 第二按揭貸款

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

The maximum amount of the Super Second Mortgage Loan shall be 30% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Super Second Mortgage Loan shall not exceed 80% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. Please see Annex 10.5(a) for details.

Super 第二按揭貸款的最高金額為淨樓價的 30%，惟第一按揭貸款（由第一按揭銀行提供）及 Super 第二按揭貸款總金額不可超過淨樓價的 80%，或應繳付之樓價餘額，以較低者為準。詳情請參閱附件 10.5(a)。

(b) Standby First Mortgage Loan 備用第一按揭貸款

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

The maximum amount of Standby First Mortgage Loan shall be 80% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. Please see Annex 10.5(b) for details.

備用第一按揭貸款的最高金額為淨樓價的 80%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附件 10.5(b)。

(c) King's Key 120 King's Key 120

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

Please see Annex 10.5(c) for details.

詳情請參閱附件 10.5(c)。

(d) **3+2年貸款計劃**

3+2 Years Loan Plan

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

Please see Annex 10.5(e) for details.

詳情請參閱附件 10.5(e)。

If the Purchaser has utilized the Super Second Mortgage Loan or the 3+2 Years Loan Plan, then the Purchaser shall not be entitled to the Special Cash Rebate as set out in paragraph 2.

如買方使用Super 第二按揭貸款或3+2年貸款計劃，買方將不會享有第2段所述的特別現金回贈。

The term "Net Purchase Price" above means the amount of the Purchase Price of the Property after deducting the amount of the Stamp Duty Express (if any) as set out in paragraph 1, the Special Cash Rebate (if any) as set out in paragraph 2, the Happy Life Cash Rebate (if any) as set out in paragraph 3 and the Happy Home Cash Rebate (if any) or the Happy Work Cash Rebate (if any) as set out in paragraph 4.

上文『淨樓價』一詞指該物業之樓價扣除第 1 段所述的印花稅直送的金額（如有）、第 2 段所述的特別現金回贈（如有）、第 3 段所述的快樂人生現金回贈（如有）及第 4 段所述的快樂居所現金回贈（如有）或快樂工作現金回贈（如有）後的金額。

7. First 3 Years Warranty Offer

首 3 年保修優惠

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

在不影響買方於正式合約下之權利的前提下，凡該物業有欠妥之處，買方可於該期數的滿意紙或轉讓同意書發出日（以較早者計）起計 3 年內向賣方發出書面通知，賣方須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。

For the avoidance of doubt, the First 3 Years Warranty Offer does not apply to any defects caused by fair wear and tear, the act or neglect of any person; and the landscaping and potted plants (if any).

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

The First 3 Years Warranty Offer is subject to other terms and conditions.

首 3 年保修優惠受其他條款及細則約束。

8. Offer of Residential Car Parking Space(s)

住戶停車位優惠

(a) **Option to purchase a residential car parking space**

認購住戶停車位的權利

Table A

表 A

Block Name 大廈名稱	Floor 樓層	Flat 單位
Bergen Tower 2 Bergen 第 2 座	16/F – 23/F 16 樓至 23 樓	A1

The Purchaser of a residential property listed in Table A is entitled to have an option to purchase one residential car parking space in the Phase or other Phase(s) (in respect of which presale consent(s) or consent(s) to assign has/have been issued by the Director of Lands). The Vendor makes no representation, warranty or guarantee that the Purchaser will be offered a residential car parking space within the same Phase as the residential property that the Purchaser is purchasing. Please see Annex 10.6(a) for details.

選購表 A 所列的住宅物業之買方，可享有認購該期數或其他地政總署署長屆時已發出預售樓花同意書或轉讓同意書的期數內的一個住戶停車位的權利。賣方不作出任何陳述、承諾或保證買方會獲認購與其購買住宅物業相同期數內的住戶停車位。詳情請參閱附件 10.6(a)。

9. KMB Monthly Pass at half price
九巴月票半價優惠

Please see Annex 10.7 for details.
詳情請參閱附件 10.7。

10. Shenzhen Bay Port Bus Ticket at half price
深圳灣口岸車票半價優惠

Please see Annex 10.8 for details.
詳情請參閱附件 10.8。

• **only applicable to the Purchaser who selects the Stamp Duty Express in the Offer Form**
只適用於在要約表格選擇印花稅直送的買方

- (I) Subject to the settlement of the Purchase Price in accordance with the Agreement, the Purchaser shall be eligible for the Stamp Duty Express. The Stamp Duty Express will be applied by the Vendor directly for payment (or part payment) of the ad valorem stamp duty chargeable on the Agreement ("AVD") on behalf of the Purchaser. The Purchaser shall remain primarily liable for payment of the AVD, and shall be responsible for payment of the difference (if any) between the actual amount of AVD and the amount of the Stamp Duty Express, the fixed fee for stamping a counterpart of the Agreement and (where required by the Stamp Duty Ordinance) the preliminary agreement for sale and purchase and (if applicable) the amount of buyer's stamp duty.
在買方按正式合約付清樓價的情況下，買方可享有「印花稅直送」。賣方將應用「印花稅直送」直接代買方繳付正式合約的應繳的從價印花稅（「AVD」）（或其部份）。買方仍須負上繳付AVD的主要責任，及須負責繳付實際AVD的金額與「印花稅直送」的金額之間的差額（如有）、加蓋買賣合約副本及（如印花稅條例要求）臨時買賣合約的定額費用及（如適用）買家印花稅。
- (II) After the Stamp Duty Express has been applied for payment (or part payment) of the AVD by the Vendor for the first time: 在賣方首次應用「印花稅直送」繳付AVD（或其部份）後：
- If the amount of the Stamp Duty Express exceeds the amount of the AVD, subject to settlement of the balance of the Purchase Price in accordance with the Agreement, the Vendor will apply the remaining amount of the Stamp Duty Express (as a cash rebate) for part payment of the balance of the Purchase Price of the Property directly.
如「印花稅直送」的金額大於AVD的金額，在買方按正式合約付清樓價餘額的情況下，賣方會將「印花稅直送」的剩餘金額（作為現金回贈）直接用於支付該物業的部份樓價餘額。
 - After the Vendor has paid or applied the Stamp Duty Express as aforesaid, the Vendor's obligation to the Purchaser under this benefit will be discharged. Even if there is a change in the Purchase Price in the future (whether due to the Purchaser's application to change the terms of payment which has been approved by the Vendor or other reason), the amount of the Stamp Duty Express will not be adjusted as a result of the change in the Purchase Price and the Vendor is no longer required to pay any additional stamp duty for the Purchaser.
賣方在繳付或應用「印花稅直送」後，賣方對買方關於此優惠的責任將完結。即使樓價日後有更改（不論是否因買方日後申請更改支付辦法獲得賣方同意或其他原因），「印花稅直送」的金額不會因樓價更改而調整，賣方亦無須向買方代繳任何進一步的印花稅。
- (III) If the Purchaser does not complete the purchase of the Property in accordance with the Agreement, the full amount of the Stamp Duty Express shall be refunded to the Vendor.
如買方沒有按正式合約完成購買該物業，「印花稅直送」的全額將須退還給賣方。
- (IV) In case of dispute, the Vendor's determination shall be final and binding on the Purchaser.
若有爭議，賣方的決定為最終決定並對買方具有約束力。
- (V) The Stamp Duty Express is subject to other terms and conditions.
「印花稅直送」受其他條款及細則約束。

Annex 10.2 Happy Life Cash Rebate
附件 10.2 快樂人生現金回贈

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

- (I) If one of the following conditions has been satisfied, subject to settlement of the balance of the Purchase Price in accordance with the Agreement, the Purchaser shall be entitled to a Happy Life Cash Rebate (“Happy Life Cash Rebate”):-
如符合以下其中一項條件，在買方按正式合約付清樓價餘額的情況下，買方可獲快樂人生現金回贈（『快樂人生現金回贈』）：-
- the Purchaser gets married in the period from 1 January 2021 to 31 December 2023 (and not later than the deadline of application for Happy Life Cash Rebate as set out in paragraph (IV)); or
買方於2021年1月1日至2023年12月31日期間（及不遲於第(IV)段所述的申請快樂人生現金回贈的期限）結婚；或
 - the Purchaser plans to get married (e.g. submit a “Notice of Intended Marriage” to the Registrar of Marriages, appointment of civil celebrant of marriages or booking of wedding banquet, etc.) in the period from 1 January 2021 to 31 December 2023 (and not later than the deadline of application for Happy Life Cash Rebate as set out in paragraph (IV)); or
買方於2021年1月1日至2023年12月31日期間（及不遲於第(IV)段所述的申請快樂人生現金回贈的期限）計劃結婚（例如向婚姻登記處遞交『擬結婚通知書』、預約婚姻監禮人或預訂婚宴等）；或
 - the Purchaser’s child is born or is about to be born in the period from 1 January 2021 to 31 December 2023 (and not later than the deadline of application for Happy Life Cash Rebate as set out in paragraph (IV)).
買方的子女於2021年1月1日至2023年12月31日期間（及不遲於第(IV)段所述的申請快樂人生現金回贈的期限）出生或將會出生。
- (II) The amount of the Happy Life Cash Rebate shall be equal to HK\$5,000.
快樂人生現金回贈金額相當於港幣\$5,000。
- (III) For the avoidance of doubt, each residential property shall only be entitled to the Happy Life Cash Rebate once.
為免疑問，每個住宅物業只可獲一次快樂人生現金回贈。
- (IV) The Purchaser applies to the Vendor in writing for the Happy Life Cash Rebate at least 30 days before (whichever is earlier) the date of settlement of the balance of the Purchase Price or (if applicable) the estimated material date for the Phase as specified in the Agreement, and shall provide satisfactory documentary evidence to prove the matters as set out in paragraph (I) above have happened or will happen within the relevant period. After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the Happy Life Cash Rebate for part payment of the balance of the Purchase Price of the Property directly.
買方於付清樓價餘額之日或（如適用）正式合約內訂明的該期數的預計關鍵日期（以較早者為準）前最少30日，以書面向賣方申請快樂人生現金回贈，並須提供令至賣方滿意的書面文件以證明於上述第(I)段所述的事宜在相關期限內發生。賣方會於收到申請並證實有關資料無誤後將快樂人生現金回贈直接用於支付該物業的部份樓價餘額。
- (V) The Happy Life Cash Rebate is subject to other terms and conditions.
快樂人生現金回贈受其他條款及細則約束。

Annex 10.3 Happy Home Cash Rebate
附件 10.3 快樂居所現金回贈

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

- (I) If one of the following conditions has been satisfied, subject to settlement of the balance of the Purchase Price in accordance with the Agreement, the Purchaser shall be entitled to a Happy Home Cash Rebate (“Happy Home Cash Rebate”):-
如符合以下其中一項條件，在買方按正式合約付清樓價餘額的情況下，買方可獲快樂居所現金回贈（『快樂居所現金回贈』）：-
- Within 1 year before the date of the Letter of Acceptance, the Purchaser lived in Tuen Mun District (according to delineation of 18 Districts in Hong Kong); or
於接納書的日期前一年內，買方曾居住於屯門區（按香港18區劃分為準）；或
 - Within 1 year before the date of the Letter of Acceptance, the Purchaser lived in a development completed by Sun Hung Kai Properties Limited in or after 1990.
於接納書的日期前一年內，買方曾居住於新鴻基地產發展有限公司於1990年或以後落成之發展項目。
- (II) The amount of the Happy Home Cash Rebate shall be equal to HK\$5,000.
快樂居所現金回贈金額相當於港幣\$5,000。
- (III) For the avoidance of doubt, each residential property shall only be entitled to the Happy Home Cash Rebate once. If the Purchaser satisfies the conditions as set out in both Annex 10.3 and Annex 10.4, the Purchaser is only entitled to either the Happy Home Cash Rebate or Happy Work Cash Rebate.
為免疑問，就每個住宅物業只可獲一次快樂居所現金回贈。如買方同時符合附件10.3及附件10.4所列明的條件，買方只可享有快樂居所現金回贈或快樂工作現金回贈的其中一項。
- (IV) The Purchaser applies to the Vendor in writing for the Happy Home Cash Rebate at least 30 days before (whichever is earlier) the date of settlement of the balance of the Purchase Price or (if applicable) the estimated material date for the Phase as specified in the Agreement and provide the relevant proof of address and (if applicable) satisfactory documentary evidence to prove the residency as mentioned in paragraph (I) above. After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the Happy Home Cash Rebate for part payment of the balance of the Purchase Price of the Property directly.
買方於付清樓價餘額之日或（如適用）正式合約內訂明的該期數的預計關鍵日期（以較早者為準）前最少30日，以書面向賣方申請快樂居所現金回贈，並提供有關住址證明及（如適用）令至賣方滿意的書面文件以證明上述第(I)段所述之居住條件。賣方會於收到申請並證實有關資料無誤後將快樂居所現金回贈直接用於支付該物業的部份樓價餘額。
- (V) The Happy Home Cash Rebate is subject to other terms and conditions.
快樂居所現金回贈受其他條款及細則約束。

Annex 10.4 Happy Work Cash Rebate
附件 10.4 快樂工作現金回贈

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

(I) If the following condition has been satisfied, subject to settlement of the balance of the Purchase Price in accordance with the Agreement, the Purchaser shall be entitled to a Happy Work Cash Rebate (“Happy Work Cash Rebate”):-
如符合以下條件，在買方按正式合約付清樓價餘額的情況下，買方可獲快樂工作現金回贈（『快樂工作現金回贈』）：-

- Within 1 year before the date of the Letter of Acceptance, the Purchaser engaged in a specified occupation.
於接納書的日期前一年內，買方曾從事指定行業工作。

The term "specific occupation" above means employment in the education sector (include kindergarden, primary school, secondary school), healthcare sector (include hospital and clinic), banking industry (refer to Hong Kong licensed banks), airlines industry or staff of Government and related organisations (in accordance with GovHK).

上文『指定行業』一詞指在教育行業（包括幼稚園、小學、中學）、醫護行業（包括醫院及診所）、銀行行業（指香港持牌銀行）、航空行業或政府部門及有關機構（根據香港政府一站通）之員工。

(II) The amount of the Happy Work Cash Rebate shall be equal to HK\$5,000.
快樂工作現金回贈金額相當於港幣\$5,000。

(III) For the avoidance of doubt, each residential property shall only be entitled to the Happy Work Cash Rebate once. If the Purchaser satisfies the conditions as set out in both Annex 10.3 and Annex 10.4, the Purchaser is only entitled to either the Happy Home Cash Rebate or Happy Work Cash Rebate.
為免疑問，就每個住宅物業只可獲一次快樂工作現金回贈。如買方同時符合附件10.3及附件10.4所列明的條件，買方只可享有快樂居所現金回贈或快樂工作現金回贈的其中一項。

(IV) The Purchaser applies to the Vendor in writing for the Happy Work Cash Rebate at least 30 days before (whichever is earlier) the date of settlement of the balance of the Purchase Price or (if applicable) the estimated material date for the Phase as specified in the Agreement, and provide the relevant proof of employment and (if applicable) satisfactory documentary evidence to prove the employment requirement mentioned in paragraph (I) above. After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the Happy Work Cash Rebate for part payment of the balance of the Purchase Price of the Property directly.

買方於付清樓價餘額之日或（如適用）正式合約內訂明的該期數的預計關鍵日期（以較早者為準）前最少30日，以書面向賣方申請快樂工作現金回贈，並提供有關工作證明及（如適用）令至賣方滿意的書面文件以證明上述第(I)段所述之工作條件。賣方會於收到申請並證實有關資料無誤後將快樂工作現金回贈直接用於支付該物業的部份樓價餘額。

(V) The Happy Work Cash Rebate is subject to other terms and conditions.
快樂工作現金回贈受其他條款及細則約束。

Annex 10.5(a) Super Second Mortgage Loan
附件 10.5(a) Super 第二按揭貸款

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

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

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

(I) The Purchaser makes a written application to the designated financing company for a Super Second Mortgage Loan not less than 60 days before (whichever is earlier) the date of settlement of the balance of the Purchase Price or (if applicable) the estimated material date for the Phase as specified in the Agreement. Late loan applications will not be processed by the designated financing company.

買方於付清樓價餘額之日或（如適用）正式合約內訂明的該期數的預計關鍵日期（以較早者為準）前最少60日以書面向指定財務機構申請Super第二按揭貸款。指定財務機構將不會處理逾期貸款申請。

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

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

(IV) The maximum amount of the Super Second Mortgage Loan shall be 30% of the Net Purchase Price as mentioned in the relevant payment plan, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Super Second Mortgage Loan shall not exceed 80% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower.

Super第二按揭貸款的最高金額為有關付款計劃所述之淨樓價的30%，惟第一按揭貸款（由第一按揭銀行提供）及Super第二按揭貸款總金額不可超過淨樓價的80%，或應繳付之樓價餘額，以較低者為準。

(V) Interest rate for the first 60 months shall be:
首60個月之利率為：

- (If the amount of the Super Second Mortgage Loan exceeds 20% of the Net Purchase Price, but does not exceed 30% of the Net Purchase Price) one month HIBOR plus 1.8% p.a. or Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited (“Hong Kong Dollar Best Lending Rate”) minus 2.5% p.a., whichever is lower; or

（如Super第二按揭貸款的金額超過淨樓價的20%，但不超過淨樓價的30%）1個月香港銀行同業拆息加1.8% p.a. 或香港上海匯豐銀行有限公司不時報價之港元最優惠利率（『港元最優惠利率』）減2.5% p.a.，以較低者為準；或

- (If the amount of the Super Second Mortgage Loan does not exceed 20% of the Net Purchase Price) one month HIBOR plus 1.3% p.a. or Hong Kong Dollar Best Lending Rate minus 2.5% p.a., whichever is lower,
（如Super第二按揭貸款的金額不超過淨樓價的20%）1個月香港銀行同業拆息加1.3% p.a. 或港元最優惠利率減2.5% p.a.，以較低者為準，

thereafter at Hong Kong Dollar Best Lending Rate minus 2.5% p.a..

其後之利率為港元最優惠利率減2.5% p.a.。

Interest rate is subject to fluctuation, provided that interest rate shall not be less than 1% p.a.. The one month HIBOR rate shall be as adopted by the designated financing company from time to time and subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.

利率浮動，惟利率不可低於1% p.a.。1個月香港銀行同業拆息須為指定財務機構不時所採用之利率，利率浮動。最終利率以指定財務機構認可而定。

(VI) The maximum tenor of Super Second Mortgage Loan shall be 25 years or the tenor of first mortgage loan (offered by the first mortgagee bank), whichever is shorter.

Super第二按揭貸款年期最長為25年，或第一按揭貸款（由第一按揭銀行提供）之年期，以較短者為準。

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

買方須以按月分期償還Super第二按揭貸款。

(VIII) If the Purchaser early and fully repays the balance of the Super Second Mortgage Loan and repays each instalment on time, the Purchaser shall be entitled to the **Super Second Mortgage Loan • Early Repayment Cash Rebate** (“Early Repayment Cash Rebate”) offered by the Vendor according to the table below. If the last day of the period is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance), the said day shall fall on the next working day.

如買方提前全數償還Super第二按揭貸款餘款，而且準時償還每期供款，買方可獲賣方送出以下列表指明的**Super第二按揭貸款•提前償還現金回贈**（『提前償還現金回贈』）。如訂明的期限的最後一日不是工作日（按《一手住宅物業銷售條例》第2(1)條所定義），則該日定為下一個工作日。

Date of full repayment of the Super Second Mortgage Loan 全數償還Super第二按揭貸款日期	Early Repayment Cash Rebate amount 提前償還現金回贈金額
Within the 1st year 首年內	Nil 無
Within the 2nd year to the 3rd year 第2年至第3年內	3% of the Purchase Price 樓價3%
Within the 4th year 第4年內	2.5% of the Purchase Price 樓價2.5%
Within the 5th year 第5年內	2% of the Purchase Price 樓價2%

The Purchaser applies to the Vendor in writing for the Early Repayment Cash Rebate at least 30 days before the date of full repayment of the Super Second Mortgage Loan. After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the Early Repayment Cash Rebate for settlement of the balance of the Super Second Mortgage Loan directly.

買方於提前全數償還Super第二按揭貸款日期前最少30日以書面向賣方申請提前償還現金回贈，賣方會於收到申請並證實有關資料無誤後，賣方會將提前償還現金回贈直接用於償還Super第二按揭貸款餘款。

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

買方須就申請Super第二按揭貸款支付港幣\$5,000不可退還的申請手續費。

(X) The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note for the last 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any). The Purchaser and his/her/its guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

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

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

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

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

第一按揭貸款申請（由第一按揭銀行提供）及Super第二按揭貸款申請須由有關承按機構獨立審批。

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

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

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

買方敬請向指定財務機構查詢有關Super第二按揭貸款用途及詳情。Super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。

- (XV) All legal documents of the Super 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 Super Second Mortgage Loan.
所有Super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Super第二按揭貸款的律師費用及代墊付費用。
- (XVI) The Super Second Mortgage Loan is subject to other terms and conditions.
Super第二按揭貸款受其他條款及細則約束。
- (XVII) No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the Super Second Mortgage Loan.
賣方無給予或視之為已給予任何就Super第二按揭貸款之安排及批核的陳述或保證。

Note: The bank will, in the course of approving any mortgage, take into account the terms and conditions of the Super Second Mortgage Loan in accordance with Hong Kong Monetary Authority guidelines. For details, please enquire with the banks.
備註：銀行會根據香港金融管理局的指引，將Super第二按揭貸款的條款納入銀行的按揭審批考慮。詳情請向有關銀行查詢。

Annex 10.5(b) Standby First Mortgage Loan
附件 10.5(b) 備用第一按揭貸款

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

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

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

- (I) The Purchaser makes a written application to the designated financing company for a First Mortgage Loan not less than 60 days before (whichever is earlier) the date of settlement of the balance of the Purchase Price or (if applicable) the estimated material date for the Phase as specified in the Agreement. Late loan applications will not be processed by the designated financing company.
買方於付清樓價餘額之日或（如適用）正式合約內訂明的該期數的預計關鍵日期（以較早者為準）前最少60日以書面向指定財務機構申請第一按揭貸款。指定財務機構將不會處理逾期貸款申請。
- (II) The First Mortgage Loan shall be secured by a first legal mortgage over the Property.
第一按揭貸款以該物業之第一法定按揭作抵押。
- (III) The Property shall only be self-occupied by the Purchaser.
該物業只可供買方自住。
- (IV) The maximum amount of the First Mortgage Loan shall be 80% of the Net Purchase Price as mentioned in the relevant payment plan, provided that the loan amount shall not exceed the balance of Purchase Price payable.
第一按揭貸款的最高金額為有關付款計劃所述之淨樓價的80%，惟貸款金額不可超過應繳付之樓價餘額。
- (V) Interest rate for the first 36 months shall be:
首36個月之按揭利率為：
- (If the amount of the First Mortgage Loan exceeds 70% of the Net Purchase Price, but does not exceed 80% of the Net Purchase Price) Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited (“Hong Kong Dollar Best Lending Rate”) minus 2.5% p.a.; or
（如第一按揭貸款的金額超過淨樓價的70%，但不超過淨樓價的80%）香港上海滙豐銀行有限公司不時報價之港元最優惠利率（『港元最優惠利率』）減2.5% p.a.；或
 - (If the amount of the First Mortgage Loan does not exceed 70% of the Net Purchase Price) Hong Kong Dollar Best Lending Rate minus 2.75% p.a.,
（如第一按揭貸款的金額不超過淨樓價的70%）港元最優惠利率減2.75% p.a.，
- thereafter at Hong Kong Dollar Best Lending Rate, subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
其後之按揭利率為港元最優惠利率，利率浮動。最終利率以指定財務機構認可而定。
- (VI) The maximum tenor of First Mortgage Loan shall be 25 years.
第一按揭貸款年期最長為25年。
- (VII) The Purchaser shall repay the First Mortgage Loan by monthly instalments.
買方須以按月分期償還第一按揭貸款。
- (VIII) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the First Mortgage Loan.
買方須就申請第一按揭貸款支付港幣\$5,000不可退還的申請手續費。
- (IX) The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note for the last 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any). The Purchaser and his/her/its guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.
買方及其擔保人（如有）須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人（如有）進行信貸審查及評估。買方及其擔保人（如有）必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。

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

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

The Purchaser can apply to the Vendor's designated financing company ("designated financing company") for the King's Key 120 ("Payment Financing"). Key terms are as follows:

買方可向賣方的指定財務機構（『指定財務機構』）申請King's Key 120（『樓價貸款』），主要條款如下：

- (I) The Purchaser makes a written application to the designated financing company for a Payment Financing not less than 60 days before the date of settlement of the balance of the Purchase Price. Late loan applications will not be processed by the designated financing company.
買方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樓價貸款。指定財務機構將不會處理逾期貸款申請。
- (II) The Payment Financing shall be secured by a first legal mortgage over the Property and a first legal mortgage over one (or more) Hong Kong residential property(ies) ("Existing Property"). The following are the basic requirements of the Existing Property:
樓價貸款必須以該物業之第一法定按揭及一個（或以上）香港住宅物業（『現有物業』）之第一法定按揭作為抵押。以下為現有物業的基本要求：
- The registered owner of the Existing Property (or any one of the registered owners) must be the Purchaser (or any one of the Purchasers) or a close relative (i.e. spouse, parents (or spouse's parents), children, brothers, sisters, grandparents or grandchildren) of the Purchaser or a close relative of any one of the Purchasers; and
現有物業的業主（或其中一位業主）必須為買方（或買方其中一位）或買方的近親（即配偶、父母（或配偶的父母）、子女、兄弟、姊妹、祖父母、外祖父母、孫、孫女、外孫或外孫女）或買方其中一位的近親；及
 - The title to the Existing Property is good; and
現有物業的業權良好；及
 - The Existing Property is not leased out; and
現有物業沒有出租；及
 - The Existing Property is not subject to any mortgage or incumbrance other than bank mortgage; and
現有物業沒有銀行按揭以外的其他按揭或產權負擔；及
 - The Existing Property is not a village-type house, nor a residential property in a single block with an Occupation Permit issued before 1980, nor property which is subject to alienation restrictions and nor non-estate-type property situated on the outlying islands, etc.; and
現有物業不屬於村屋、1980年前發出入伙紙的單幢式住宅物業、有轉讓限制的物業或非屋苑式的離島物業等；及
 - The value of the Existing Property must satisfy the following requirement:
現有物業的價值必須符合以下要求：

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

Notwithstanding that the above requirements might have been met, the designated financing company reserves the right not to accept the Existing Property as security.

儘管符合上述要求，指定財務機構保留權利不接受現有物業作為抵押品。

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

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

A 部份：用於繳付樓價餘額

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

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

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

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

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

- (VI) Interest rate shall be 2.38% p.a.. The final interest rate will be subject to approval by the designated financing company.
利率為2.38% p.a.。最終利率以指定財務機構認可而定。
- (VII) The maximum tenor of the Payment Financing shall be 36 months.
樓價貸款的期限最長為36個月。
- (VIII) The Purchaser shall repay the Payment Financing in the following manner:
買方須以以下方式償還樓價貸款：
- (a) monthly instalment amount equivalent to (as the case may be):
每月供款相當於（視情況而定）：
- 0.38% of the Purchase Price (if the amount of the Payment Financing is 90% of the Purchase Price or below); or
樓價0.38%（如樓價貸款的金額為樓價90%或以下）；或
 - 0.5% of the Purchase Price (if the amount of the Payment Financing is over 90% of the Purchase Price)
樓價0.5%（如樓價貸款的金額為樓價90%以上）
- shall be paid to settle interest first, and the balance shall be applied for repayment of the Payment Financing; and
先用於支付利息，餘款用於償還樓價貸款；及
- (b) fully repay the balance of the Payment Financing and interest on the maturity date.
於到期日，全數償還樓價貸款餘款及利息。
- (IX) The Purchaser may apply to the designated financing company for the Extended Loan as set out in Annex 10.5(d) for repayment of the Tranche A of the Payment Financing upon the maturity date of the Payment Financing. The maximum amount of the Extended Loan shall be:
買方可向指定財務機構申請附件10.5(d)所述的延續貸款，於樓價貸款到期日用以償還樓價貸款的貸款A部份。延續貸款的最高金額為：

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

The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her guarantor (if any). Please see Annex 10.5(d) for details.

指定財務機構會因應買方及其擔保人（如有）的信貸評估結果，對貸款金額作出調整。詳情請參閱附件 10.5(d)。

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

(XVI) The Payment Financing is subject to other terms and conditions.
樓價貸款受其他條款及細則約束。

(XVII) No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement or the approval of the Payment Financing.
賣方均無給予或視之為已給予任何就樓價貸款之安排或批核的陳述或保證。

Annex 10.5(d) Extended Loan

附件 10.5(d) 延續貸款

- **only applicable to the Purchaser who is an individual**

只適用於個人名義買方

- (I) The Purchaser makes a written application to the designated financing company for the Extended Loan (“Extended Loan”) not less than 60 days before the maturity date of the relevant loan (refer to King’s Key 120 as set out in Annex 10.5(c)). Late loan applications will not be processed by the designated financing company.
買方於有關貸款（指附件 10.5(c)所述之 King’s Key 120）的到期日前最少 60 日以書面方式向指定財務機構申請延續貸款（『延續貸款』）。指定財務機構將不會處理逾期貸款申請。
- (II) The Extended Loan shall be secured by the first legal mortgage(s) as per the requirement at the time of application for the relevant loan.
延續貸款必須以有關貸款申請時所要求的第一法定按揭作為抵押。
- (III) The Property shall only be self-occupied by the Purchaser.
該物業只可供買方自住。
- (IV) The maximum amount of the Extended Loan shall be as mentioned in Annex 10.5(c).
延續貸款的最高金額請參閱附件 10.5(c)。
- (V) Interest rate shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited, subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率，利率浮動。最終利率以指定財務機構認可而定。
- (VI) The maximum tenor of the Extended Loan shall be 20 years.
延續貸款年期最長為 20 年。
- (VII) The Purchaser shall repay the Extended Loan by monthly instalments.
買方須以按月分期償還延續貸款。
- (VIII) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Extended Loan.
買方須就申請延續貸款支付港幣\$5,000不可退還的申請手續費。
- (IX) The Purchaser and his/her guarantor (if any) shall provide sufficient documents to prove his/her repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note for the last 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her guarantor (if any). The Purchaser and his/her guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.
買方及其擔保人（如有）須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近 2 年的香港稅單、其他收入證明及／或銀行紀錄。指定財務機構會對買方及其擔保人（如有）進行信貸審查及評估。買方及其擔保人（如有）必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。
- (X) The Extended Loan application shall be approved by the designated financing company independently.
延續貸款申請須由指定財務機構獨立審批。
- (XI) **In accordance with the result of credit check and assessment of the Purchaser and his/her guarantor(s) (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.**
指定財務機構會因應買方及其擔保人（如有）的信貸審查及評估結果，對有關付款計劃所述的貸款條款（包括但不限於貸款金額、利率、年期及／或其他條件）作出調整。
- (XII) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Extended Loan. The approval or disapproval of the loan, the approved loan amount of the Extended Loan and the terms thereof are subject to the final decision of the designated financing company.
買方敬請向指定財務機構查詢有關延續貸款用途及詳情。延續貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。

- (XIII) All legal documents of the Extended Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her own solicitors to act for him/her, and in such event, the Purchaser shall also bear his/her own solicitors' costs and disbursements relating to the Extended Loan. 所有延續貸款的法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關延續貸款的律師費用及代墊付費用。
- (XIV) The Extended Loan is subject to other terms and conditions.
延續貸款受其他條款及細則約束。
- (XV) No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the Extended Loan.
賣方無給予或視之為已給予任何就延續貸款之安排及批核的陳述或保證。

Annex 10.5(e) 3+2 Years Loan Plan
附件 10.5(e) 3+2 年貸款計劃

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

The Purchaser can apply to the Vendor's designated financing company ("designated financing company") for the 3+2 Years Loan Plan ("Special Loan"). Key terms are as follows:

買方可向賣方的指定財務機構（『指定財務機構』）申請3+2年貸款計劃（『特別貸款』），主要條款如下：

- (I) The Purchaser makes a written application to the designated financing company for the Special Loan not less than 60 days before the date of settlement of the balance of the Purchase Price. Late loan applications will not be processed by the designated financing company.
買方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特別貸款。指定財務機構將不會處理逾期貸款申請。
- (II) The Special Loan shall be secured by a first legal mortgage over the Property.
特別貸款必須以該物業之第一法定按揭作為抵押。
- (III) The Property shall only be self-occupied by the Purchaser.
該物業只可供買方自住。
- (IV) The guarantor (if any) must be a designated relative (i.e. spouse, parents (or spouse's parents), children, brothers or sisters) of the Purchaser or a designated relative of any one of the Purchasers, or other person acceptable to the designated financing company.
擔保人（如有）必須為買方的指定親屬（即配偶、父母（或配偶的父母）、子女、兄弟或姊妹）或買方其中一位的指定親屬或指定財務機構所接受的其他人士。
- (V) The total value ("total value") of (a) the average financial assets value and (b) the average annual income of the Purchaser and the guarantor (if any) shall be at least 30% of the Purchase Price, where the value of (b) the average annual income can be taken into account up to 15% of the Purchase Price.
買方及擔保人（如有）的(a)平均金融資產價值及(b)平均每年入息的總值（『總值』）必須不少於樓價的30%，其中(b)平均每年入息的總值最高可計算入樓價的15%。

The above "average financial assets value" refers to the average value of the financial assets (see note below) of the Purchaser and his/her guarantor (if any) in the following periods:

上述『平均金融資產價值』指買方及其擔保人（如有）的金融資產（見以下備註）於以下時期的平均價值：

- the 2 months before the date of the Letter of Acceptance; and
於接納書的日期前的2個月；及
- the 2 months before the application of the Special Loan.
申請特別貸款前的2個月。

Note: "The financial assets" only counts in the following types of financial assets held in the personal name of the Purchaser and his/her guarantor (if any), but excluding the financial assets held in the name of a company:

備註：『金融資產』只計算以買方及其擔保人（如有）的個人名義持有的以下類別金融資產，並不包括以公司名義持有的金融資產：

- the financial assets (including Hong Kong dollar and foreign currency deposit, securities, bond and unit trust only) placed in Hong Kong licensed banks after deducting related credit facilities; and
存放於香港持牌銀行的金融資產（只包括港幣及外幣存款、證券、債券及單位信託基金）扣除相關授信額度；及
- the financial assets placed in a cash account in a registered institution under the Securities and Futures Commission (SFC) in Hong Kong. For the avoidance of doubt, the financial assets placed in a margin account are excluded.
存放於香港證券及期貨事務監察委員會（證監會）的註冊機構的現金戶口內的金融資產。為免疑問，不包括孖展戶口內的金融資產。

Subject to the status of each financial asset, the designated financing company may adjust the calculated value.

按個別金融資產情況，指定財務機構可能會調整其計算價值。

Notwithstanding satisfaction of the above requirements, the designated financing company reserves the right (a) not to accept all or a part of the relevant financial assets; and (b) request the Purchaser and his/her guarantor(s) (if any) to provide more proof of financial assets.

儘管符合上述要求，指定財務機構保留權利(a)不接受全部或部份有關金融資產；及(b)要求買方及其擔保人（如有）提供更多的金融資產證明。

The above “average annual income” only calculates the income (i.e. income before deduction of allowances) of the Purchaser and his/her guarantor (if any) according to Hong Kong Tax Demand Notes for the last 2 years.

上述『平均每年入息』只計算買方及其擔保人（如有）的最近2年的香港稅單的入息（即扣減免稅額前的入息）。

- (VI) The maximum amount of Special Loan shall be 80% of the Net Purchase Price as mentioned in the relevant payment plan, provided that the loan amount shall not exceed the balance of Purchase Price payable.
特別貸款的最高金額為有關付款計劃所述之淨樓價的80%，惟貸款金額不可超過應繳付之樓價餘額。
- (VII) Interest rate shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited, subject to fluctuation. The final interest rate will be subject to approval by the designated financing company. **Subject to the Purchaser complying with the requirement as mentioned in paragraph (III), if the Purchaser duly repays the Special Loan according to the manner as mentioned in paragraph (IX) or early fully repays the balance of the Special Loan and having paid each prior instalment and (if applicable) pay the Last 2 Years Loan Handling Fee as mentioned in paragraph (XII) on time, then interest on the Special Loan will be waived.**
利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率，利率浮動，最終利率以指定財務機構認可而定。**在買方遵守第(III)段所述的要求的前提下，如買方按第(IX)段所述的方式準時償還特別貸款或提前全數償還特別貸款餘款而且已準時償還之前的每期供款及支付（如適用）第(XII)段所述的尾2年貸款手續費，將獲豁免貸款利息。**
- (VIII) The maximum tenor of the Special Loan shall be 5 years.
特別貸款的期限為5年。
- (IX) The Purchaser shall repay the Special Loan in the following manner:-
買方須以以下方式償還特別貸款：
- (A) repay the principal by monthly instalments of an amount equivalent to 0.38% of the Purchase Price; and每月償還相當於樓價0.38%的本金金額；及
- (B) fully repay the balance of the Special Loan and (if any) interest on the maturity date.
於到期日，全數償還特別貸款餘款及（如有）利息。
- (X) If the Purchaser early and fully repays the balance of the Special Loan and repays each instalment on time, the Purchaser shall be entitled to the **3+2 Years Loan Plan • Early Repayment Cash Rebate** (“Early Repayment Cash Rebate”) offered by the Vendor according to the table below. If the last day of the period is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance), the said day shall fall on the next working day.
如買方提前全數償還特別貸款餘款，而且準時償還每期供款，買方可獲賣方送出以下列表指明的**3+2年貸款計劃•提前償還現金回贈**（『提前償還現金回贈』）。如訂明的期限的最後一日不是工作日（按《一手住宅物業銷售條例》第2(1)條所定義），則該日定為下一個工作日。

Date of Full Repayment of the Special Loan 全數償還特別貸款日期	Early Repayment Cash Rebate amount 提前償還現金回贈金額
Within the first 12 months 首 12 個月內	Nil 沒有
Within the 13th to 33th month 第 13 至 33 個月內	2% of the Purchase Price 樓價 2%

The Early Repayment Cash Rebate will be applied by the Vendor for settlement of the balance of the Special Loan directly. 賣方會將提前償還現金回贈直接用於償還特別貸款餘款。

(XI) The Purchaser shall pay HK\$10,000 being the non-refundable application fee for the Special Loan. 買方須就申請特別貸款支付港幣\$10,000不可退還的申請手續費。

(XII) The Purchaser shall pay the non-refundable **Last 2 Years Loan Handling Fee** (“Last 2 Years Loan Handling Fee”) within the first 90 days of the fourth year after drawdown of the Special Loan. If the Purchaser fully repays the balance of the Special Loan and (if any) interest within 3 years after drawdown of the Special Loan, the Purchaser are not required to pay the Last 2 Years Loan Handling Fee. The amount of the Last 2 Years Loan Handling Fee is as follows:
買方須於提取特別貸款後第4年的首90日內支付不可退還的**尾2年貸款手續費**（『尾2年貸款手續費』）。如買方於提取特別貸款後3年內全數償還特別貸款餘款及（如有）利息，則買方不須支付尾2年貸款手續費。尾2年貸款手續費的金額如下：

The balance of the Special Loan as at the last day of the 3rd year 特別貸款於第3年的最後一日的餘款	The amount of the Last 2 Years Loan Handling Fee 尾2年貸款手續費的金額
Not higher than 60% of the Purchase Price 不高於樓價60%	1% of the Purchase Price 樓價1%
Higher than 60% of the Purchase Price but not higher than 65% of the Purchase Price 高於樓價60%，但不高於樓價65%	1.5% of the Purchase Price 樓價1.5%
Higher than 65% of the Purchase Price 高於樓價65%	2% of the Purchase Price 樓價2%

(XIII) The Purchaser and his/her guarantor (if any) shall provide sufficient document proofs (including without limitation, proof of employment, Hong Kong Tax Demand Notes for the last 2 years, proof of financial assets and proof of source of funds) and other necessary documents upon request from the designated financing company, including without limitation, credit report and/or banking record. The designated financing company will conduct credit check and assessment on the Purchaser and his/her guarantor (if any), and adjust the loan amount in accordance with the result of credit check and assessment of the Purchaser and his/her guarantor (if any).

買方及其擔保人（如有）須提供足夠證明文件（包括但不限於工作證明、最近2年的香港稅單、金融資產證明及資金來源證明）及指定財務機構所需的其他文件，包括但不限於在指定財務機構要求下提供信貸報告及／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，及會因應買方及其擔保人（如有）的信貸審查及評估結果，對貸款金額作出調整。

(XIV) The Purchaser is required to provide the funding arrangement for repayment and provide the relevant documents. The Purchaser and his/her guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

買方須提供還款資金安排，並提供相關文件證明。買方及其擔保人（如有）必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。

(XV) The Special Loan shall be approved by the designated financing company independently. 特別貸款申請須由指定財務機構獨立審批。

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

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

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

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

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

(XIX) The Special loan is subject to other terms and conditions.
特別貸款受其他條款及細則約束。

(XX) 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 Special Loan.
賣方無給予或視之為已給予任何就特別貸款之安排及批核的陳述或保證。

Annex 10.6(a) Option to purchase a residential car parking space
附件 10.6(a) 認購住戶停車位的權利

- (I) The Purchaser can exercise his/her/its option to purchase a residential car parking space in accordance with time limit and manner as prescribed by the sales arrangement of the residential car parking spaces to be announced by the Vendor. The Vendor makes no representation, warranty or guarantee that the Purchaser will be offered a residential car parking space within the same Phase as the Property.
買方可根據賣方日後公佈的住戶停車位之銷售安排所規定的時限及方法行使其認購住戶停車位的權利。賣方不作出任何陳述、承諾或保證買方會獲認購與該物業相同期數內的住戶停車位。
- (II) If the Purchaser does not exercise the option to purchase a residential car parking space in accordance with time limit and manner prescribed by the sales arrangement of the residential car parking spaces to be announced by the Vendor, the option to purchase a residential car parking space shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.
如買方不根據賣方日後公佈的住戶停車位之銷售安排行使其認購住戶停車位的權利，其認購住戶停車位的權利將會自動失效，買方不會為此獲得任何補償。
- (III) The price and sales arrangement details of residential car parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later.
住戶停車位的售價及銷售安排詳情將由賣方全權及絕對酌情決定，並容後公佈。
- (IV) The option to purchase a residential car parking space is subject to other terms and conditions (including but not limited to terms and conditions of land grant).
認購住戶停車位的權利受其他條款及細則（包括但不限於土地批出的條款及細則）約束。

Annex 10.7 KMB Monthly Pass at half price
附件 10.7 九巴月票半價優惠

- (I) Subject to completion of the purchase of the Property in accordance with the Agreement, the Purchaser shall be entitled to a KMB Monthly Pass at half price (“Offer”).
如買方按正式合約完成購買該物業，買方可獲九巴月票半價優惠（『該優惠』）。
- (II) The Offer is provided by The Kowloon Motor Bus Company (1933) Limited and Long Win Bus Company Limited (collectively “Bus Company”). In case of any dispute, the decisions of Bus Company shall be final.
該優惠由九龍巴士（一九三三）有限公司及龍運巴士有限公司（統稱為『巴士公司』）提供。如有任何爭議，巴士公司保留最終決定權。
- (III) The main terms of the Offer include:
該優惠的主要條款包括：
- The Purchaser can purchase two KMB Monthly Passes at half price for one time. The details will be announced on Bus Company’s website (and/or other method(s)) later.
買方可以半價購買九巴月票兩張一次，詳情將於稍後巴士公司網頁（及／或其他方式）上公佈。
 - The offer is valid from the date of occupation of Phase 1B of the development to 31 December 2023.
該優惠有效期由發展項目第1B期入伙起計至2023年12月31日止。
 - Bus Company reserves the right to change the terms and conditions of the Offer, eligibility and duration of use, and terminate, suspend or cancel the Offer from time to time without any prior notice.
巴士公司有權不時更改該優惠的條款及細則、獲得的資格及使用期限，及終止、暫停或取消該優惠而不作任何事先通知。
 - If Bus Company cannot provide the Offer, it will be replaced by cash at the same value.
如巴士公司未能提供該優惠，則以同等值現金代替。
- (IV) The Vendor does not give any warranty or representation in any respect regarding the Offer. The Vendor is not responsible for any direct or indirect liabilities or losses in connection with the Offer.
賣方不會就該優惠作出任何保證或陳述。賣方不會就該優惠承擔任何直接或間接的責任或損失。
- (V) The Offer is subject to other terms and conditions.
該優惠受其他條款及細則約束。

Annex 10.8 Shenzhen Bay Port Bus Ticket at half price
附件 10.8 深圳灣口岸車票半價優惠

- (I) Subject to completion of the purchase of the Property in accordance with the Agreement, the Purchaser shall be entitled to a Shenzhen Bay Port Bus Ticket at half price (“Offer”).
如買方按正式合約完成購買該物業，買方可獲深圳灣口岸車票半價優惠（『該優惠』）。
- (II) The Offer is provided by Eternal East Tours Compang Limited (“EETour”). In case of any dispute, the decisions of EETour shall be final.
該優惠由永東旅行社（『永東旅行社』）提供。如有任何爭議，永東旅行社保留最終決定權。
- (III) The main terms of the Offer include:
該優惠的主要條款包括：
- The Purchaser can purchase Shenzhen Bay Port Bus Ticket(s) at half price. EETour will announce the details later.
買方可以半價購買深圳灣口岸車票，永東旅行社將於稍後公佈詳情。
 - The Offer is valid within the first month after EETour stations in the mall of the development and provides services.
該優惠有效期由永東旅行社進駐發展項目商場後並提供服務之第一個月份內。
 - EETour reserves the right to change the terms and conditions of the Offer, eligibility and duration of use, and terminate, suspend or cancel the Offer from time to time without any prior notice.
永東旅行社有權不時更改該優惠的條款及細則、獲得的資格及使用期限，及終止、暫停或取消該優惠而不作任何事先通知。
 - Under special circumstances (including but not limited to objection from the Transport Department and related organization(s) for approval of the relevant service), EETour cannot provide the Offer, the Offer shall be cancelled automatically and the Purchaser shall not be entitled to any compensation therefor.
在特殊情況下（包括但不限於運輸署及相關機構拒絕批准有關服務），永東旅行社不能提供該優惠，該優惠將自動取消，買方不會為此獲得任何補償。
- (IV) The Vendor does not give any warranty or representation in any respect regarding the Offer. The Vendor is not responsible for any direct or indirect liabilities or losses in connection with the Offer.
賣方不會就該優惠作出任何保證或陳述。賣方不會就該優惠承擔任何直接或間接的責任或損失。
- (V) The Offer is subject to other terms and conditions.
該優惠受其他條款及細則約束。