## 招標文件

### 公開招標承投購買物業

現招標承投購買以下的物業,即:-

青山公路青龍頭段 108 號 逸璟·龍灣 \_\_\_ 座 \_\_\_ 樓 \_\_\_ 單位

招標於 2021 年 4 月 1 日起至 2021 年 5 月 31 日(包括首尾兩天)的每日上午 10 時開始至下午 5 時截止 (但若在招標截止時限之前物業已被撤回則除外)

於 2021 年 4 月 1 日起至 2021 年 5 月 31 日(包括首尾兩天)的每日上午 10 時起至下午 5 時期間,投標書須放入普通信封內密封,信封面上清楚註明 「逸璟• 龍灣招標」,並提交至賣方位於九龍尖沙咀科學館道 1 號康宏廣場 19 樓 1914 室之辦事處。

<u>賣方</u> <u>賣方律師</u>

# **TENDER DOCUMENT**

# INVITATION FOR PURCHASE OF PROPERTY BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of the following property:	-
Flat, Floor, Block of L'AQUATIQUE, 108 Castle Peak	Road, Tsing Lung Tau
Tender commences at 10:00 a.m. and closes at 5:00 p.m. on Every day from 1 April 2021	until 31 May 2021 (both days
inclusive)	
(unless previously withdrawn)	
Tenders must be submitted from 10:00 a.m. and at or before 5:00 p.m. on Every day from 1 Ap	pril 2021 until 31 May 2021 (both
days inclusive) to the office of the Vendor at Unit 1914, 19/F, Seapower Tower, Concordia Plants	aza, No.1 Science Museum Road,
Kowloon in a sealed plain envelope and clearly marked "Tender for L'AQUATIQUE".	
<u>Vendor</u>	Vendor's Solicitors
NAN HUA INTERNATIONAL ENGINEERING COMPANY LIMITED	WONG AND CHAN

#### 第 1 部份:招標公告

#### 1. 定義

在本招標文件中,除非上下文另有准許或規定,下列詞語應具有下列含義:

「承約期間」 指由遞交投標書的招標開始日期至招標截止日期後的第5個工作日(包括首尾兩日)的期間;

「正式合約」 指賣方與買方根據出售條款第 4 條擬簽訂的該物業的正式買賣合約;

「接納書」 指賣方根據招標公告第 3.2 段接納投標者的投標書的通知書;

「要約表格」 指本招標文件第 3 部份的要約表格;

「**該招標物業**」 指銷售安排第 B 批次內列出的所有或任何物業;

「樓價」 指如果及一旦本招標文件獲得賣方接納時的投標價;

「買方」 指中標者,其對本物業的投標書獲得賣方接納;

「銷售安排」 指任何一份或多份賣方不時發出的銷售安排資料(及賣方不時對其作出的修改);

「招標開始日期」 就每一個該招標物業而言,指載於銷售安排適用於該招標物業的招標開始日期及時間;

「招標截止日期」
就每一個該招標物業而言,指載於銷售安排適用於該招標物業的招標截止日期及時間;

「招標期間」 就每一個該招標物業而言,指招標開始日期至招標截止日期的期間;

「**投標價**」 指要約表格的附表中訂明投購該投標物業的價格;

「投標者」 指要約表格的附表中訂明為投標者的人士;

「賣方」 指 NAN HUA INTERNATIONAL ENGINEERING COMPANY LIMITED;及

「賣方律師」 指 黃新民律師行。

#### 2 招標程序

- 2.1 賣方現按照載於招標文件的條款及條件招標承投購買本物業。
- 2.2 賣方不一定接納出價最高的投標書或任何一份投標書,並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.3 賣方保留權利在招標截止日期之前的任何時間接受任何已遞交之投標書。
- 2.4 賣方保留權利在接受任何投標書之前的任何時間撤回本物業不予出售,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。
- 2.6 投標者須注意賣方律師在本招標過程中不代表任何投標者。
- 2.7 投標書必須:
  - (a) 採用本招標文件之格式,並填妥及簽署要約表格(即本招標文件的第 3 部分)。**請填妥及簽署要約表格的英文** 文本或要約表格的中文文本;
  - (b) 連同以下文件:

### (i) 銀行本票及/或支票

由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的一張或多張銀行本票及/或支票,總金額為該投標物業的投標價的 5%,該金額須作為投標的臨時訂金,抬頭寫「**黃新民律師行**」,惟其中港幣 100,000元必須以銀行本票支付。

#### (ii) 投標者的身份證明文件

如投標者是個人,組成投標者的每名個人的香港身份證/護照的複印本。 如投標者為公司,投標者的公司註冊證明書及商業登記證的複印本,以及投標者最近期的董事登記冊及周 年申報表的複印本。

#### (iii) 中介人的牌照(如適用)

投標者委託的地產經紀的牌照複印本。

#### (iv) 由投標者填妥並簽署的附件的文件

- (1) 對買方的警告
- (2) 關係申報表
- (3) 個人資料收集聲明
- (4) 物業參觀確認書
- (5) 賣方資料表格
- (6) 有關中介人之確認書
- (7) 有關冷氣機平台的確認書
- (8) 有關傢俱優惠之確認書(如適用)
- (9) 有關開放式廚房的確認書(如適用)
- (10) 先住後付優惠確認書(如適用)
- (11) 提早付清餘款現金回贈優惠確認書(如適用)
- (12) 優先認購一個住客停車位確認書(如適用)
- (13) 第一按揭貸款安排(如適用)

#### 請不要在本第(iv)分段所述的任何文件填上日期。

- (c) 放入普通信封內,信封面上寫明賣方收啟,並清楚註明「逸**璟‧龍灣招標**」;及
- (d) 於 2021 年 4 月 1 日起至 2021 年 5 月 31 日(包括首尾兩天)的每日上午 10 時起至下午 5 時期間放入位於香港九龍尖沙咀科學館道 1 號康宏廣場 19 樓 1914 室之辦事處擺放的有 「逸璟·龍灣招標」標示的投標箱內。若於2021 年 4 月 1 日起至 2021 年 5 月 31 日(包括首尾兩天)的每日上午 10 時起至下午 5 時期間發出黑色暴雨警告或八號或以上颱風信號或該警告或信號仍然生效,截標日期及時間將延至下一日的下午 5 時 (而當天沒有黑色暴雨警告或八號或以上颱風信號發出)。
- 2.8 在賣方對遞交的投標書作出決定前,由投標者遞送的所有銀行本票及/或銀行支票均予以保留而不會予以兌現。如某份投標書獲接納,隨投標書附上的銀行本票及/或銀行支票將被視為臨時訂金,以支付樓價的部份款項。所有其他銀行本票及/或銀行支票將於承約期間屆滿後起計十四(14)天內,按照投標書所載地址以專人送達,或通過郵遞方式退還予落選投標者。
- 2.9 (a) 投標者須親身簽署要約表格及其他文件(如投標者為公司,須由其董事簽署),並將被視作為主事人。賣方<u>不接</u> 受任何人以代理人、獲授權人、代表或信託人身份代表投標者行事。

- (b) 投標者如為公司,須於要約表格中清楚註明(除其他資料外)其聯絡人姓名、電話及傳真號碼。
- (c) 要約表格中指明的香港通訊地址將作為收取接受投標書信函或退回銀行本票及/或銀行支票的地址。
- 2.10 (a) 作爲賣方招標及下文(b)分段所述的承諾的代價,所有投標書均不可撤銷,並且構成正式要約,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要約表格和出售條款所載的條款及條件,隨時接納投標。投標書根據本招標文件所列的程序一經遞交,投標者即不可撤回投標書,直至承約期間結束之前,投標書均被視為可由賣方隨時接納。
  - b) 作為上文(a)分段所提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 10 元。

#### 3 接納投標

- 3.1 投標書如獲接納,中標者即成為該物業之買方。
- 3.2 買方會在承約期間屆滿時或之前獲書面通知(「**接納書**」)其投標書已被接納,接納書將會按要約表格內指明的香港通訊地址以專人送達及/或通過郵遞方式投寄予買方。接納書在投寄後的第 2 個工作日將被視作為買家已經妥為收到。
- 3.3 在接納書的日期後的五個工作日內,買方應簽署由賣方律師擬備的標準格式的正式合約而不能對其作出任何改動或修訂。正式合約的標準格式可於 2021 年 4 月 1 日起至 2021 年 5 月 31 日(包括首尾兩天)的每日上午 10 時起至下午 5 時期間到位於香港九龍尖沙咀科學館道 1 號康宏廣場 19 樓 1914 室之辦事處審閱。為免生疑問,買方將被視作為已經審閱正式合約的標準格式,並且買方接受正式合約而不得作出修訂。

#### 4 其他事項

- **4.1** 投標者請注意,賣方只會回答關於本物業的一般問題,而不會就本招標文件或關於該物業的法定條文提供法律或 其他意見。
- 4.2 賣方任何人員或代理所作出的任何口頭或書面陳述及所採取的任何行動,或者是賣方的代理人對有意投標者或確 實投標者的查詢而所作出的任何口頭或書面陳述及所採取的任何行動,均只作指引及參考之用。任何陳述不得作 爲或被視作為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(而且也不被視作為)闡述、更改、否定、 豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。
- 4.3 賣方保留權利按其完全酌情權將任何遞交不符合規定的投標書的投標者,或沒有按照本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件的任何種類的改動及/或增加,該投標書將被視作為不符合規定的投標書。
- 4.4 在本招標文件內,如內文允許或有所規定,所有名詞凡屬單數者,均包括複數在內;凡屬男性之詞語,均包括女性及中性在內,反之亦然。如本招標文件的英文文本與中文譯本有任何不一致之處,則以英文文本為準。

[第1部份:招標公告完]

#### **PART 1: TENDER NOTICE**

#### 1. Definitions

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

"Acceptance Period" means the period between (a) the commencement date of submission of tender and (b) the date

falling the fifth working day after the closing date of the tender (both days inclusive);

"Agreement" means the formal agreement for sale and purchase of the Property to be executed by the Vendor

and the Purchaser in accordance with clause 4 of the Conditions of Sale;

"Conditions of Sale" means the Conditions of Sale set out in Part 2 of this Tender Document;

"Letter of Acceptance" means the Vendor's letter regarding acceptance of the Tenderer's tender pursuant to paragraph 3.2

of the Tender Notice;

"Offer Form" means, the Offer Form set out in Part 3 of this Tender Document;

"Property" means, if and when this Tender Document is accepted by the Vendor, the Tendered Property;

"Property for Tender" means all or any of the properties as set out in Batch B of the Sales Arrangements;

"Purchase Price" means, if and when this Tender Document is accepted by the Vendor, the Tender Price;

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

"Sales Arrangements" means any of the Information on Sales Arrangements issued by the Vendor from time to time (as

the same may be revised by the Vendor from time to time);

"Tender Commencement me

Date"

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

applicable to that Property for Tender as set out in the Sales Arrangements;

"Tender Closing Date" means, in respect of each Property for Tender, the tender closing date(s) and time(s) applicable to

that Property for Tender as set out in the Sales Arrangements;

"Tender Document" means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the

Appendix and the Annex);

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

"Tender Period" Means in respect of each Property for Tender, the period between the Tender Commencement Date

and Tender Closing Date;

"Tender Price" Means the price tendered for the Tendered Property as specified in the Schedule to the Offer Form;

"Tendered Property" Means the properties as specified in the Schedule to the Offer Form;

"**Tenderer**" means the person who is specified in the Offer Form as the tenderer;

"Vendor" means NAN HUA INTERNATIONAL ENGINEERING COMPANY LIMITED; and

"Vendor's solicitors" means WONG AND CHAN.

#### 2 Procedures of Tender

- 2.1 The Vendor invites tenders for the purchase of the Property on the terms and conditions contained in this Tender Document.
- 2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
- 2.3 The Vendor reserves the right to, at any time before the Tender Closing Date, accept any tender submitted.
- 2.4 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Property for Tender from sale or to sell or dispose all or any of the Property for Tender or any part thereof to any person by any method (including without limitation private treaty, tender and auction).
- 2.5 The Vendor reserves the right to adjust the Tender Closing Date and time of the tender of any of the Property for Tender.
- 2.6 Tenderers should note the Vendor's solicitors do not act for any Tenderer in the process of this tender.
- 2.7 A tender must be:
  - (a) made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) duly completed and signed. Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form;
  - (b) accompanied with the following documents:

#### (i) Cashier order(s) and/or bank cheque(s)

one or more cashier's 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 "WONG AND CHAN", provided that \$100,000 thereof must be paid by cashier order(s).

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

If the Tenderer is/are individual(s), copy of the HKID Card/Passport of each individual of the Tenderer. If the Tenderer is a company, copies of the Certificate of Incorporation and the Business Registration Certificate of the Tenderer and copies of the latest register of directors and annual return of the Tenderer.

#### (iii) Intermediary's license (if applicable)

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

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

- (1) Warning to Purchasers
- (2) Declaration of Relationship
- (3) Notice to purchasers relating to Personal Data Collection Statement
- (4) Acknowledgement Letter for Properties Viewing
- (5) Vendor's Information Form
- (6) Acknowledgement Letter regarding Estate Agency
- (7) Acknowledgement Letter regarding A/C Platform
- (8) Acknowledgement Letter regarding gift furniture Benefit (if applicable)
- (9) Acknowledgement Letter regarding Fire Safety of Open Kitchen (if applicable)
- (10) Confirmation Letter regarding Occupation before Completion Benefit (if applicable)
- (11) Confirmation Letter regarding Cash Rebate for Early Settlement Benefit (if applicable)
- (12) Confirmation Letter regarding the priority to purchase a residential car parking space (if applicable)
- (13) The arrangement of first mortgage loan (if applicable)

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

- (c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "**Tender for L'AQUATIQUE**"; and
- (d) placed in the Tender Box labelled "Tender for **L'AQUATIQUE**" placed from 10:00 a.m. and at or before 5:00 p.m. on Every day from 1 April 2021 until 31 May 2021 (both days inclusive). In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced or is still in effect after 10:00 a.m. and before 5:00 p.m. on Every day from 1 April 2021 until 31 May 2021 (both days inclusive), the closing date and time of the tender will be extended to 5:00 p.m. on the next day and in respect of which no black rainstorm warning signal or typhoon signal no.8 or above is announced.
- 2.8 All cashier order(s) and/or bank 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 the bank 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 bank 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.

- 2.9 (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. The Vendor does NOT accept any person to act as an agent, attorney, representative or trustee of the Tenderer.
  - (b) If the Tenderer is a company, it should clearly state, inter alia, the name of its contact person and its telephone and facsimile numbers in the Offer Form
  - (c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of letter regarding the acceptance of tender and return of cashier order(s) and/or bank cheque(s).
- 2.10 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period in accordance with this Tender Notice and the Offer Form as well as the terms and conditions contained in the Conditions of Sale annexed to this Tender Notice. After the tender has been submitted in accordance with the procedures set out in this Tender Document, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.
  - b) In consideration of the provision and undertaking as referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK\$10.00 upon receipt of a written demand from him prior to the submission of his tender.

#### 3 Acceptance of Tender

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Tendered Property.
- 3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the "Letter of Acceptance") personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received by the Purchaser on the second working day after the day of posting.
- 3.3 The Purchaser shall, within five 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 from 10:00 a.m. to 5:00 p.m. from 1 April 2021 until 31 May 2021 (both days inclusive) at unit 1914, 19/F, Seapower Tower, Concordia Plaza, No.1 Science Museum Road, Tsim Sha Tsui, Kowloon, Hong Kong. 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.

#### 4 Miscellaneous

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property for Tender and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property.
- 4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor's agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.
- 4.3 The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Document. Tenders submitted which contain alterations and/or additions of any kind to, the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.
- 4.4 In this Tender Document, if the context permits or requires, the singular number shall include the plural and the masculine gender shall include the feminine and the neuter, and vice versa. In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

[End of Part 1: Tender Notice]

#### 第 2 部分:出售條款 **PART 2: CONDITIONS OF SALE**

除非招標公告另有定義,在本出售條款中,下列詞語應具有下列含義:

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

本物業

指下列的物業: 青山公路青龍頭段 **108** 號 "逸璟・龍灣" \_\_\_\_ 座 \_\_\_ 樓 \_\_\_ 單位;

"Property" means the following property:-

\_\_, Floor \_\_\_ \_\_\_, Block \_ of L'AQUATIQUE, 108 Castle Peak Road, Tsing Lung

Tau

「本臨時合約」 指買方根據招標文件遞交投標書,以及賣方根據招標文件的接納書而訂立的合

約。

"this Preliminary Agreement"

means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document.

- (2) 在本臨時合約中 In this Preliminary Agreement -
  - (a) "實用面積"具有《一手住宅物業銷售條例》(第621章)第8條給予該詞的涵義; "saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);
  - (b) "工作日" 具有該條例第 2(1)條給予該詞的涵義;

"working day" has the meaning given by section 2(1) of that Ordinance; (c) 第 9 條所指的附表 1(a)項目的樓面面積,按照該條例第 8(3)條計算; the floor area of an item under clause (1)(a)of Schedule 1 to clause 9 is calculated in accordance with section 8(3) of that Ordinance; and

(d) 第 9 條所指的附表 1(b)項目的面積,按照該條例附表 2 第 2 部計算。 the area of an item under clause (1)(b) of Schedule 1 to clause 9 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

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。 (3)

The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.

按訂約雙方的意向,本臨時合約將會由一份買賣合約("正式合約")取代,正式合約須-(4)

It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase ("the Agreement") to be executed-

(a) 由買方於接納書的日期之後的第5個工作日或之前簽立;及

by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance; and

· 由賣方於接納書的日期之後的第8個工作日或之前簽立。

by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.

(5) 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

The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.

(6)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。

The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.

本臨時合約、正式合約及轉讓契應付的買家印花稅(如有的話),由買方承擔。 (7)

The Buyer's Stamp Duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.

(8) 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約-

If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed-

(a) 本臨時合約即告終止;

this Preliminary Agreement is terminated;

(b) 買方支付的臨時訂金,即被沒收歸於賣方;及

the preliminary deposit paid by the Purchaser is forfeited to the Vendor;

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

the Vendor does not have any further claim against the Purchaser for the failure.

本物業的實用面積及其他量度尺寸如下 - 見附表

The measurements of the Property are as follows – see Schedule 1. 本物業買賣所包括的裝置、裝修物料及設備如下 -

見附表

The sale and purchase of the Property includes the fittings, finishes and appliances as follows -See Schedule 2.

在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下,賣方不得限制買方根據法律就業權提出要求或反對的權利。
Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not (11)

(12)

restrict the Purchaser's right under the law to raise requisition or objection in respect of title. 買方已確認收到第(13)條所列出的 "對買方的警告"的中英雙語文本,並完全明白其內容。 The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in Clause (13) and fully understands its contents. 就第(12)條而言,"對買方的警告"內容如下-

For the purposes of Clause (12), the following is the "Warning to Purchasers"(a) 如你繼續進行購買本物業,你便須簽署正式買賣合約,在你簽立正式買賣合約之前,你應聘用律師,以保障你的權益,和確保妥善完成購買本物業。

Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.

- (b) 你可聘用你自己的獨立律師,以代表你進行購買本物業,你亦可聘用賣方的律師以同時代表你和賣方行事。 You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
- 現**建議你聘用你自己的律師**,你自己聘用的律師能在你購買本物業的每個階段,向你提供獨立意見。

YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice

倘若你聘用賣方的代表律師同時代表你行事,如你與賣方之間出現衝突,該律師未必能保障你的權益,屆時你始終需要聘用你自己的律師,在此情況下,你須支付的律師費總額,可能高於若你一開始便聘用你自己的律師的話會須支付的費用。

If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had

- instructed your own solicitor in the first place. 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前,詳加考慮。
- (14)
  - The Purchaser shall, within FIVE (5) working days after the date on which this Preliminary Agreement is signed, (a) sign the Agreement in such standard form as prepared by the Vendor's solicitors which Agreement shall not be altered by the Purchaser, (b) make further payment in accordance with the Terms of Payment (if any), and (c) pay all stamp duty payable
- (15)
- (16)

The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand. The Vendor shall deliver vacant possession of the Property to the Purchaser upon completion.

- 所有正式合約及轉讓契之擬定、完成、加蓋印花及登記之及附帶而起之法律費用及支出由買方承擔及支付。如買方委託賣方律師以外之律師代其就正式合約及轉讓契行事,則每一方須各自支付其律師之正式合約及轉讓契之及附帶而起之費用(包括所有正式合約及轉讓契之擬定、完成、加蓋印花及登記之及附帶而起之法律費用及支
  - All legal costs and disbursements of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment shall be borne and paid by the Purchaser. If the Purchaser instructs solicitors other than the Vendor's Solicitors to act for him in the agreement for sale and purchase and the assignment, each party shall pay its
- the vendor's Solicitors to act for him in the agreement for sale and purchase and the assignment, each party shall pay its own solicitors' costs of and incidental to the Agreement and the Assignment (including all legal costs and disbursements of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment).

  —切擬備、登記及完成公契及管理協議及副公契及管理協議(如有)(統稱「公契」)之費用及附於公契之圖則費用的適當分攤、所購物業的業權契據及文件核證副本之費用、所購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、所購物業的按揭(如有)之法律及其他費用代墊付費用及其他有關所購物業的買賣的文件的所有法律及其他支出,均由買家承擔。所有查冊費、註冊費及其他代墊付费用以由用電客承擔。 (18)費用均由買家承擔
  - The Purchaser shall bear and pay a due proportion of the costs for the preparation, completion and registration of the Deed of Mutual Covenant, and Management Agreement (if any) 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. All search fees, registration fees
- and other disbursements shall be borne by the Purchaser.
  如在簽署正式合約前,買方或其代表人將本臨時合約在土地註冊處註冊,買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
  - Should this Preliminary Agreement be registered in the Land Registry or by any person on the Purchaser's behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.
- 買方如有更改通訊地址或電話號碼,須立即以書面通知賣方
- The Purchaser shall inform the Vendor promptly in writing of any change in correspondence address or telephone number.
- 本物業乃屬印花稅條例第 29A(1) 條所註釋之住宅物業 (21)
- The Property is residential property within the meanings of Section 29A(1) of the Stamp Duty Ordinance. 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。 (22)
- 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.
- 買賣雙方須於正式合約中列出印花稅條例第 29B(5)項所需之資料。
  - The Vendor and the Purchaser shall execute the Agreement containing the matters specified in Section 29B(5) of the Stamp Duty Ordinance.
- 賣方保留權利修改有關樓價及支付條款之錯誤或遺漏及該樓價在計算方面之錯誤或遺漏。 (24)
  - The Vendor reserves the right to rectify any errors or omissions in the Purchase Price and Terms of Payment and the calculation of the Purchase Price.
- 買方須在完成本物業的買賣交易有權取得本物業的管有權之前,按照該發展項目大廈公契及管理合約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。如任何上述費用已由買方付予管理公司,買方均須在交易完成時補還予算。 (25)
  - The Purchaser shall before being entitled to possession of the Property on completion reimburse or pay to the Vendor (if any of the relevant payment shall have already been paid by the Vendor to the management company) 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 Deed of Mutual Covenant and Management Agreement of the Development

- (26) 任何本臨時買賣合約下的責任,若其履行日並非工作日,則履行該責任的日期將順延至原定日期之後第一個工作 日。
  - 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.
- (27) 就每一方面而言,時間為本臨時合約的關鍵元素。
  - Time shall in every respect of the essence of this Preliminary Agreement.
- (28) 本臨時合約之中文版本(支付條款、第(2)至第(13)條及本臨時合約的附表一和附表二除外)乃英文版本的譯本,僅供參考之用。如解釋有任何差異、出入或爭議,一概以英文版本為準。
  - The Chinese version of this Preliminary Agreement (other than Terms and Conditions of Payment, Clauses (2) to (13) and the Schedules 1 and 2 hereto) is a translation of the English version and is for reference only. In case of any discrepancy, inconsistency or dispute, other than Terms and Conditions of Payment, Clauses (2) to (13) and the Schedules 1 and 2hereto, the English version shall prevail.
- (29) 賣方已建議買方細閱而買方亦已小心細閱本臨時合約所有條款及條件(包括第(12)條所提及的"對買方的警告")及隨本臨時合約附上之"對買方的警告"之中英雙語文本,並完全明白其內容。
  The Vendor has advised the Purchaser to read and the Purchaser has read all the terms and conditions (including the
  - The Vendor has advised the Purchaser to read and the Purchaser has read all the terms and conditions (including the "Warning to Purchasers" referred to in Clause (12) of this Preliminary Agreement and the copy of a bilingual version of "Warning to Purchasers" attached hereto carefully and fully understands their contents.
- (30) (a) 除本臨時合約的雙方外,任何其他人士("第三者")均沒有權按《合約(第三者權利)條例》 (香港法例第 623章)("該條例")強制執行或享有本臨時合約的任何條款或條件的利益。
  - A person who is not a party to this Preliminary Agreement ("Third Party") shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) ("Rights of Third Parties Ordinance") to enforce or to enjoy the benefit of any term or condition of this Preliminary Agreement.
  - (b) 儘管本臨時合約的任何條款或有規定,本臨時合約於任何時候的撤銷或更改並不須按該條例取得任何第三者的同意。
    - Notwithstanding anything contained herein, no consent from any Third Party shall be required to rescind or vary this Preliminary Agreement at any time.
  - (c) 為免生疑問,本第(30)條適用於及當作為包括於任何雙方之間就該物業不時簽訂的本臨時合約的補充、附屬或附帶的文件,包括但不限於任何聲明、通知、確認、承認及附函。然而,本第(30)條的規定並不影響或損害任何第三方於該條例以外現存或可用的權利或補償。
    - For the avoidance of doubt, the provisions of this Clause (30) shall apply and be deemed to be incorporated in any documents, including but not limited to any declaration, notice, confirmation, acknowledgement and side letter, supplemental, collateral or incidental to this Preliminary Agreement that may at any time be entered into between the parties hereto in respect of the Property. However, nothing contained in this Clause (30) shall affect or prejudice any right or remedy of a Third Party that may exist or that may be available to a Third Party apart from the Rights of Third Parties Ordinance

#### 出售條款附表一 Schedule 1 to condition of sale

## (1) 本物業的量度尺寸如下: The measurements of the Property are as follows: 發展項目 Development

: 逸璟・龍灣 L'AQUATIQUE

該物業 The Property:

座數 Block <u>1</u> 樓層 Floor <u>1/F</u> 單位 Flat <u>Flat A</u>

本物業的實用面積為 平方呎,其中: 81.656 平方米/ 879 the saleable area of the Property is square metres/ square feet of which: 平方米/ 平方呎為露台的樓面面積; square metres/ square feet is the floor area of the balcony; 平方米/ 平方呎為工作平台的樓面面積;

> square metres/ square feet is the floor area of the utility platform;

平方米/ 平方呎為陽台的樓面面積;及 square metres/ square feet is the floor area of the verandah; and

#### (b) 其他量度尺寸為:

other measurements are:

空調機房的面積為		平方米/		平方呎;
the area of the air-conditioning plant room is	<del></del>	square metres/	<del>_</del>	square feet;
<del>窗台的面積為</del>		平方米/		平方呎;
the area of the bay window is	_	square metres/	_	square feet;
閣樓的面積為		平方米/		平方呎;
the area of the cockloft is	_	square metres/	_	square feet;
平台的面積為	11.794	平方米/	127	平方呎;
the area of the flat roof is	11.794	square metres/	127	square feet;
<del>花園的面積為</del>		平方米/		平方呎;
the area of the garden is	_	square metres/	_	square feet;
停車位的面積為		平方米/		平方呎;
the area of the parking space is	_	square metres/	_	square feet;
天台的面積為		平方米/		平方呎;
the area of the roof is	_	square metres/	_	square feet;
梯屋的面積為		平方米/		平方呎;
the area of the parking space is	_	square metres/	_	square feet;
前庭的面積為		平方米/		平方呎;
the area of the terrace is		square metres/		square feet;
庭院的面積為		平方米/		平方呎。
the area of the yard is	<del></del>	square metres/	<del>_</del>	square feet.

#### 出售條款附表一 Schedule 1 to condition of sale

#### (1) 本物業的量度尺寸如下:

The measurements of the Property are as follows:

發展項目 Development : 逸璟·龍灣 L'AQUATIQUE

該物業 The Property:

座數 Block <u>1</u> 樓層 Floor <u>1/F</u> 單位 Flat <u>Flat D1</u>

/					
(a)	本物業的實用面積為 the saleable area of the Property is	80.644	平方米/	868	平方呎,其中:
			square metres/		square feet of which:
			平方米/		平方呎為露台的樓面面積;
		_	square metres/	_	square feet is the floor area of the balcony;
			平方米/		平方呎為工作平台的樓面面積;
		_	square metres/	_	square feet is the floor area of the utility platform;
			平方米/		平方呎為陽台的樓面面積;及
		_	square metres/	_	square feet is the floor area of the verandah; and

#### (b) 其他量度尺寸為:

other measurements are:

空調機房的面積為		平方米/		平方呎;
the area of the air-conditioning plant room is	<del>_</del>	square metres/	<del>_</del>	square feet;
窗台的面積為		平方米/		平方呎;
the area of the bay window is	<u>—</u>	square metres/	_	square feet;
閣樓的面積為		平方米/		平方呎;
the area of the cockloft is	<del>_</del>	square metres/	<del>_</del>	square feet;
平台的面積為	11 140	平方米/	120	平方呎;
the area of the flat roof is	11.149	square metres/	120	square feet;
花園的面積為		平方米/		平方呎;
the area of the garden is	<del>_</del>	square metres/	_	square feet;
停車位的面積為		平方米/		平方呎;
the area of the parking space is	<del>_</del>	square metres/	_	square feet;
天台的面積為		平方米/		平方呎;
the area of the roof is	_	square metres/	_	square feet;
梯屋的面積為		平方米/		平方呎;
the area of the parking space is	_	square metres/	_	square feet;
前庭的面積為		平方米/		平方呎;
the area of the terrace is	<del></del>	square metres/		square feet;
庭院的面積為		平方米/		平方呎。
the area of the yard is	<del>-</del>	square metres/	<del>_</del>	square feet.

#### 出售條款附表一 Schedule 1 to condition of sale

#### (1) 本物業的量度尺寸如下:

The measurements of the Property are as follows:

發展項目 Development : 逸璟·龍灣 L'AQUATIQUE

該物業 The Property:

座數 Block <u>2</u> 樓層 Floor <u>18/F</u> 單位 Flat <u>Flat H2</u>

a) 本物業的實用面積為 the saleable area of the Property is square metres/ square metres/ square feet of which: 平方呎為露台的樓面面積; square metres/ square feet is the floor area of the balcony;

平方米/ 平方呎為工作平台的樓面面積;

square metres/ square feet is the floor area of the utility platform; 平方米/ 平方呎為陽台的樓面面積;及

square metres/ square feet is the floor area of the verandah; and

#### (b) 其他量度尺寸為:

other measurements are:

空調機房的面積為		平方米/		平方呎;
the area of the air conditioning plant room is	<del>_</del>	square metres/	<del>_</del>	square feet;
<del>窗台的面積為</del>		平方米/		平方呎;
the area of the bay window is	_	square metres/	_	square feet;
閣樓的面積為		平方米/		平方呎;
the area of the cockloft is	<del></del>	square metres/	<del>_</del>	square feet;
平台的面積為	2 272	平方米/	24	平方呎;
the area of the flat roof is	2.272	square metres/	24	square feet;
花園的面積為		平方米/		平方呎;
the area of the garden is	<del>_</del>	square metres/	<del>_</del>	square feet;
停車位的面積為		平方米/		平方呎;
the area of the parking space is	_	square metres/	_	square feet;
天台的面積為	289.579	平方米/	3117	平方呎;
the area of the roof is	209.379	square metres/	3117	square feet;
梯屋的面積為		平方米/		平方呎;
the area of the parking space is	<del>_</del>	square metres/	<del>_</del>	square feet;
前庭的面積為		平方米/		平方呎;
the area of the terrace is	<del></del>	square metres/	<del></del>	square feet;
庭院的面積為		平方米/		平方呎。
the area of the yard is	<del>_</del>	square metres/	<del>_</del>	square feet.

# 出售條款附表二 Schedule 2 to condition of sale

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

#### 外部裝修物料 Exterior finishes

細項 Item	描述 Description
	鋪砌天然石材面板、幕牆、中空雙層環保有色玻璃、降噪音鋁百葉、玻璃牆、強化玻璃、瓷磚、鋁面板、玻璃面板、鋁百葉、金屬格柵、金屬圍欄、玻璃圍欄及油漆。 Finished with natural stone cladding, curtain wall, low-e insulated tinted glass, acoustics aluminium louvres, glass wall, tempered glass, ceramic tiles, aluminium cladding, glass cladding, aluminium louvre, metal grille, metal balustrade,
外牆	glass balustrade and paint.
External Wall	Aluminium window frames with fluorocarbon coating fitted with low-e insulated tinted glass for living/dining room,
2/100/1101/	bedrooms and family room (for Flat H1 of Block 1 and Flat H2 of Block 2).
	Aluminium window frames with fluorocarbon coating fitted with tinted glass for kitchen and maid room.
	Aluminium window frames with fluorocarbon coating fitted with obscured glass for bathroom and master
	bathroom (if window is provided).
	客廳/飯廳、睡房及家庭室(於第1座H1單位及第2座H2單位)選用氟化碳噴塗層鋁質窗框配中空雙層環保玻璃。 廚房及工人房選用氟化碳噴塗層鋁質窗框配有色玻璃。
	浴室及主人浴室(如有窗)選用氟化碳噴塗層鋁質窗框配磨砂玻璃。
窗	Aluminium window frames with fluorocarbon coating fitted with low-e insulated tinted glass for living/dining room,
Window	bedrooms and family room (for Flat H1 of Block 1 and Flat H2 of Block 2).
	Aluminium window frames with fluorocarbon coating fitted with tinted glass for kitchen and maid room.
	Aluminium window frames with fluorocarbon coating fitted with obscured glass for bathroom and master bathroom
	(if window is provided).
窗台	沒有提供。
Bay window	Not applicable.
花槽	天台之花槽以黏土磚鋪砌。
Planter	Planter on roof are finished with clay brick.
	露台裝置玻璃欄杆鑲配不銹鋼扶手。牆身鋪砌瓷磚、鋁面板及鋁質降噪音百葉。地台鋪砌天然石材。天花髹外用油漆及降噪音鋁百葉,除於A單位,E單位,F單位,及G單位天花髹外用油漆,除於17 樓B單位及18 樓之露台以玻璃簷篷及降噪音鋁百葉覆蓋。 露台有蓋。
陽台或露台	沒有陽台。 Balcony is finished with glass balustrade with stainless steel capping. Wall is finished with ceramic tiles, aluminium
Verandah or Balcony	cladding and aluminium acoustics louvres. Floor is finished with natural stone. Ceiling is finished with external pain
	and acoustics aluminium louvres, except Flat A, E, F and G with external paint only, except balconies on 17/F Flat B
	and 18/F are covered with glass canopies and acoustics aluminium louvres.
	Balconies are covered.
	No verandah is provided.
乾衣設施	沒有提供。
Drying facilities for clothing	Not applicable.

細項 Item	描述 Description
大堂 Lobby	地下住宅人口大堂 牆壁:輔砌天然石材、鏡板、不銹鋼及木皮飾面板至假天花。 地板:輔砌天然石材。 天花板:石膏板假天花外露位置髹乳膠漆及木皮飾面板。 大廈升降機大堂 牆壁:牆身鋪砌天然石材、鏡面板、不銹鋼、夾心膠板至假天花。 地板:鋪設天然石。 天花板:石膏板假天花外露位置髹乳膠漆。 Residential Entrance Lobbies on G/F Wall: finished with natural stone, mirror panel, stainless steel and wood veneer and plastic laminate panel up to the false ceiling. Floor: finished with natural stone. Ceiling: finished with gypsum and plaster board false ceiling with emulsion painted on exposed surface and wood veneer panel. Typical Lift Lobby of Block Wall: finished with natural stone, mirror panel, stainless steel and plastic laminate panel up to the false ceiling. Floor: finished with natural stone, mirror panel, stainless steel and plastic laminate panel up to the false ceiling. Floor: finished with natural stone. Ceiling: finished with gypsum and plaster board false ceiling with emulsion painted on exposed surface.
內牆及天花板 Internal wall and ceiling	第1座       2 樓及3 樓B單位 - 客廳、飯廳及主人睡房       2 樓,3 樓及5 樓C單位 - 客廳、飯廳及主人睡房       1 樓至3 樓,5 樓及6 樓 D1 單位 - 客廳、飯廳、主人睡房及睡房 1       第2座       2 樓,3 樓及5 樓B單位 - 客廳、飯廳及主人睡房       1 樓至3 樓及5 樓C單位 - 客廳、飯廳及主人睡房       1 樓至3 樓,5 樓及6 樓 D2 單位 - 客廳、飯廳、主人睡房及睡房 1

	部份地方設有髹乳膠漆之石膏板假天花及假陣。
	Living room, Dining Room and Bedroom
	Wall: finished with plaster with emulsion paint and aluminum cladding where exposed.
	Ceiling: finished with emulsion paint on plaster where exposed apply to all space, except the followings space are
	finished with acoustic ceiling panel where exposed.
	Block 1
	Flat B on 2/F and 3/F – Living Room, Dining Room and Master Bedroom
	Flat C on 2/F, 3/F and 5/F – Living Room, Dining Room and Master Bedroom
	Flat D1 on 1/F to 3/F, 5/F and 6/F – Living Room, Dining Room, Master Bedroom and Bedroom 1
	Block 2
	Flat B on 2/F, 3/F and 5/F – Living Room, Dining Room and Master Bedroom
	Flat C on 1/F to 3/F and 5/F – Living Room, Dining Room and Master Bedroom
	Flat D2 on 1/F to 3/F, 5/F and 6/F – Living Room, Dining Room, Master Bedroom and Bedroom 1
	Some areas with plaster board false ceiling and bulkhead in emulsion paint.
	客廳、飯廳及睡房
   内部地板	鋪砌複合木地板及木地腳線。
「The Parketty Internal floor	
internal floor	Living room, Dining Room and Bedroom
	Finished with engineered timber flooring and timber skirting. 主人浴室及浴室
	在
	地板:外露位置鋪砌天然石。
	天花板:假天花以鋁板鋪砌。
浴室	
Bathroom	Master Bathroom and Bathroom
	Wall: finished with ceramic tiles where exposed and run up to the false ceiling.  Wall above false ceiling level and behind vanity cabinet and mirror cabinet finished with plastering.
	Floor: finished with natural stones where exposed.
	Ceiling: false ceiling finished with aluminum panel.
	牆壁:鋪砌不銹鋼板及瓷磚至假天花。假天花以上、廚櫃背牆身為水泥批盪。
	地板:外露位置鋪砌瓷磚。
	天花板:假天花以鋁板鋪砌。
	灶台物料:人造石材。
	除以下單位:
	第1座及第2座的E單位及F單位
	牆壁:鋪砌不銹鋼板及瓷磚至假天花。假天花以上、廚櫃背牆身為水泥批盪。
	地板:外露位置鋪砌瓷磚。
	天花板:外露位置批盪後髹乳膠漆。
廚房	灶台物料:人造石材。
Kitchen	Wall: finished with stainless steel panel and ceramic tile and run up to false ceiling.
Tricilon	Wall above false ceiling level and behind kitchen cabinet finished with plastering.
	Floor: finished with ceramic tiles where exposed.
	Ceiling: false ceiling finished with aluminum panel.
	Cooking bench: artificial stone.
	Except following units:
	Flat E and Flat F of Block 1 and Block 2
	Wall: finished with stainless steel panel and ceramic tile and run up to false ceiling.  Wall above false ceiling level and behind kitchen cabinet finished with plastering.
	Floor: finished with ceramic tiles where exposed.
	Ceiling: finished with emulsion paint on plaster where exposed.
	Cooking bench: artificial stone.

#### 室內裝置 Interior Fittings

細項 Item	描述 Description
門 Door	人口大門 木面實心防火木門。裝設門鎖、暗氣鼓、防盜眼。 主人睡房門、睡房門、工人房門及儲物房門 木面空心木門,裝設門鎖。 浴室門 木面空心木門,裝設門鎖。 廚房門 木面實心防火木門配以防火玻璃。 洗手間及訪客洗手間 木面空心木門,裝設門鎖。 露台門、工作平台門及平台門 安裝鋁門鑲配單月玻璃及裝設門鎖。 適往樓梯之後門 木面空心木門,裝設門鎖。 Main Entrance Door Solid core fire rated timber door finished with timber veneer. Fitted with lockset, concealed door closer, eyeviewer. Master Bedroom Door, Bedroom Door, Maid Room Door and Store Room Door Hollow timber door finished with timber veneer, fitted with lockset.

	Bathroom Door Hollow timber door finished with timber veneer, fitted with lockset.
	Kitchen Door Solid core fire rated timber door finished with timber veneer, fitted with fi re rated glass panel.
	Lavatory Door and Guest Toilet Door Hollow timber door finished with timber veneer, fitted with lockset.
	Balcony Door, Utility Platform Door, Flat Roof Door Aluminium frame door fitted with single pane glass and provided with lockset.
	Back Door leading to Stair Hollow timber door finished with timber veneer, fitted with lockset.
	木皮飾面木櫃配金屬框,及天然石材檯面。木製鏡櫃配木皮飾面及金屬飾面。裝置及設備包括搪瓷坐廁、搪瓷洗面盆配鍍鉻水龍頭、鍍鉻廁紙架、鍍鉻毛巾架及鍍鉻毛巾掛勾。
	淋浴間(如有)設強化玻璃間隔、強化玻璃門及鍍鉻淋浴花灑套裝。
	以下單位之浴室裝設 1500 毫米(長) x 700 毫米(寬) x 430 毫米(高)搪瓷鑄鐵浴缸配 鍍鉻浴缸水龍頭及鍍鉻花灑套裝:
	第 1 座及第 2 座 A 單位及 G 單位 第 1 座 D1 單位(只於主人浴室)
	第2座D2單位(只於主人浴室) 以下單位之主人浴室1及主人浴室2裝設1500毫米(長) x 700毫米(寬) x 430毫米(高)搪瓷鑄鐵浴缸配鍍鉻浴缸水龍頭及鍍鉻花灑套裝;浴室1及浴室2裝設1500毫米(長) x 700毫米(寬) x 430毫米(高)搪瓷鑄鐵浴缸配鍍鉻浴缸水龍頭及鍍鉻花灑套裝: 第1座之H1單位 第2座之H2單位
	表 2 庄之 112 辛 LL
浴室 Bathroom	所供應之設備及有關設備之品牌名稱及產品型號,見下文「設備說明表」。 Timber vanity counter finished with metal frame and wood veneer and fitted with natural stone countertop. Timber mirror cabinet finished with wood veneer and metal. Fittings and equipment include vitreous china water closet, vitreous china wash basin with chrome plated water mixer, chrome plated toilet paper holder, chrome plated towel hanging rack and chrome plated towel hanging hook.
	Shower cubicle (if any) with tempered glass partition, tempered glass door and chrome plated shower set.
	For the following unit, enamelled cast iron bathtub in size of 1500mm(L) x 700mm(W) x 430mm(D) with chrome plated bathtub mixer and chrome plated shower set provided for bathrooms:  Flat A and Flat G of Block 1 and Block 2  Flat D1 of Block 1 (For Master Bathroom only)  Flat D2 of Block 2 (For Master Bathroom only)  For the following unit, enamelled cast iron bathtub in size of 1500mm(L) x 700mm(W) x 430mm(D) with chrome plated bathtub mixer and chrome plated shower set provided for Master Bathroom 1 and Master Bathroom 2;
	enameled cast iron bathtub in size of 1500mm(L) x 700mm(W) x 430mm(D) with chrome plated bathtub mixer and chrome plated shower set provided for Bathroom 1 and Bathroom 2: Flat H1 of Block 1
	Flat H2 of Block 2
	Ventilation system is provided.
	For appliances provision, brand name and model number of appliances, please refer to "Appliances Schedule".
	膠板飾面木製廚櫃配膠板及玻璃飾面門板、人造石材檯面、不銹鋼洗滌盆及鍍鉻水龍頭。
	在開放式廚房內或附近裝有消防裝置及設備,包括煙霧探測器及消防花灑頭,有關煙霧探測器及消防花灑頭的位置及數目,見「售樓說明書」。
廚房 Kitchen	所供應之設備及有關設備之品牌及產品型號,見下文「設備說明表」。 Timber kitchen cabinets finished with plastic laminate, with plastic laminate and glass finish door panel, kitchen countertop fitted with artificial stone, stainless steel sink and chrome plated sink mixer. Fire service installations and equipment fitted in or near open kitchen, including smoke detector and sprinkler head are provided. For the location and number of smoke detector and sprinkler head, please refer to "Sales Brochure for Residential Property".
	For appliances provision, brand name and model number of appliances, please
睡房 Bedroom	refer to "Appliances Schedule". 沒有裝置。 Not applicable.
電話	裝設有電話插座。 有關接駁點的位置及數目,見「售樓說明書」。
ங்ள Telephone	Telephone connection points are provided. For location and number of connection points, please refer to the "Sales Brochure for Residential Property".

天線	裝設有可接收本地電視/電台節目的電視/收音機接收插座。 有關接駁點的位置及數目,見「售樓說明書」。
Aerials	TV/FM outlets for local TV/FM programs are provided. For location and number of connection points, please refer to the "Sales Brochure for Residential Property".
電力裝置 Electrical installations	a. 以下單位提供單相電力並裝妥微型斷路器配電箱: 第 1 座及第 2 座之 E 單位、F 單位及 G 單位 b. 以下單位提供三相電力並裝妥微型斷路器配電箱: 第 1 座及第 2 座之 A 單位、B 單位及 C 單位 第 1 座之 D 1 單位 第 2 座之 D 2 單位 第 1 座 18 樓 H1 單位 第 2 座 18 樓 H2 單位 導官是部分隱藏及部分外露*。 有關電插座及空調機接駁點的數目及位置,見「售樓說明書」。 * 註釋:除部分隱藏於混凝土內之導管外,其他部分的導管均為外露。外露的導管大部分以假天花,假陣、櫃、飾面板、非混凝土牆、管道槽或其他物料覆蓋或掩藏,並不容易看見。  a. Single phase electricity supply with miniature circuit breaker distribution board for following units: Flats E, F and G of Block 1 and Block 2 b. Three phase electricity supply with miniature circuit breaker distribution board for following units: Flats A, B and C of Block 1 and Block 2 b. Three phase electricity supply with miniature circuit breaker distribution board for following units: Flat B C of Block 1 and Block 2 Flat D1 of Block 1 Flat H2 on 18/F of Block 1 Flat H2 on 18/F of Block 2 Conduits are partly concealed and partly exposed*. For location and number of sockets and air-conditioner points, please refer to the "Sales Brochure for Residential Property". * Note: Other than those parts of the conduits conceals within concrete, the rest of them are exposed. Exposed
	conduits are mostly covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete walls, pipe ducts or other materials and are not readily visible.
氣體供應 Gas Supply	以下單位之廚房裝有煤氣喉並接駁至煤氣煮食爐及煤氣熱水爐: 第1 座及第2 座之 A 單位、B 單位、C 單位及 G 單位 第1 座之 D1 單位 第1 座 18 樓 H1 單位 第2 座 18 樓 H2 單位 以下單位之廚房裝有煤氣喉並接駁至煤氣熱水爐: 第1 座及第2 座之 E 單位及 F 單位 Towngas supply pipes are installed in Kitchen and connected to gas cooking hob and gas water heater for following units: Flat A, Flat B, Flat C and Flat G of Block 1 and Block 2 Flat D1 of Block 1 Flat D2 of Block 2 Flat H1 on 18/F of Block 2 Towngas supply pipes are installed in Kitchen and connected to gas water heater for following unit:
	Flat E and Flat F of Block 1 and Block 2 洗衣機接駁點設於廚房。洗衣乾衣機均配備來去水接駁點。位置請參考「售樓說明書」。
洗衣機接駁點 Washing Machine Connection point	/元代校/按数题超过形厨房。 元代纪代校园间用宋宏小按数题。 证且胡多考, 皆接就明盲」。 Washing Machine connection point is located in the kitchen. Water point and drain point are provided for washer dryer. For the locations please refer to the "Sales Brochure for Residential Property".
供水 Water Supply	冷熱水供水系統採用銅喉管。 沖廁供水系統採用髎喉管。 所有單位之廚房及浴室的熱水由煤氣熱水爐提供。 水管是部分隱藏及部分外露*。  * 註釋:除部分隱藏於混凝土內之水管外,其他部分的水管均為外露。外露的水管大部分以假天花,假陣、櫃、飾面板、非混凝土牆、管道槽或其他物料覆蓋或掩藏,並不容易看見。 Copper pipes are used for cold and hot water supply system. uPVC pipes are used for flushing water supply system. Hot water supply to bathroom and kitchen of every units is provided by gas water heater.  * Note: Other than those parts of the water pipes canceals within concrete, the rest of them are expected. Some of
	* Note: Other than those parts of the water pipes conceals within concrete, the rest of them are exposed. Some of the water pipes are covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete walls, pipe ducts or other materials and are not readily visible.

雜項 Miscellaneous	
細項 Item	描述 Description
	設有 2 部「三菱」升降機(產品型號: Mitsubishi Elenessa MRL Lift)到達地庫、地下、1 樓至 18 樓(不設 4 樓、13 樓及 14 樓)。
升降機	設有 2 部「三菱」升降機(產品型號:Mitsubishi Elenessa MRL Lift)到達地庫、地下、1 樓至 17 樓(不設 4 樓、 13 樓及 14 樓)。
Lifts	2 no.of Mitsubishi (model no.: Mitsubishi Elenessa MRL Lift ) lift serves Basement, G/F, 1/F to 18/F (4/F, 13/F & 14/F are omitted).
	2 no.of Mitsubishi (model no.: Mitsubishi Elenessa MRL Lift ) lift serves Basement, G/F, 1/F to 17/F (4/F, 13/F & 14/F are omitted).
信箱	不銹鋼信箱。
Letter box	Stainless steel letter box.
垃圾收集	垃圾會由清潔工人於每層住宅樓層之垃圾及物料回收室收集及運送至地下之垃圾及物料回收房中央垃圾收集 處理,由垃圾車運走。
Refuse collection	Refuse will be collected by cleaners from Refuse Storage and Material Recovery Room on each residential floor and centralized at Refuse Storage and Material Recovery Chamber on G/F for removal by refuse vehicle.
	每戶之獨立水錶設於大廈住宅樓層之水錶櫃。
	每戶之獨立電錶設於大廈住宅樓層之電錶房/電錶櫃。
水錶、電錶及氣體錶	每戶室內預留安裝獨立煤氣錶之位置。
Water meter, electricity meter	Separate water meter for each flat is provided at Water Meter Cabinet on residential floor.
and gas meter	Separate electricity meter for each flat is provided at Electricity Meter Room or Electricity Meter Cabinet on residential floor.
	Location for the installation of separate gas meter reserved inside of each flat.

#### 保安設施 Security Facilities

細項 Item	描述 Description
保安系統及設備	入口大堂、大廈升降機大堂、升降機內、停車場入口、停車場及會所均設有閉路電視,並連接管理處。 訪客對講機及智能卡出入保安系統設於地下主入口大堂,並連接每戶之對講機。每戶之對講機設於入口大門旁的 牆壁上。
Security System and Equipment	CCTV cameras are provided at main entrance lobby, block lift lobbies, lift cars, carpark entrance, carpark and clubhouse, and connect to the caretaker's office.  Visitor intercom panel with smart card reader for access control are provided at main entrance lobby on G/F, and connect to door phone of each flat. Door phone of each flat is provided on the wall next to main entrance door.

賣方承諾如該項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備,便會安裝品質相若的升降機或設備。 如英文版與中文版的內容不一致,以英文版為準。

The vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the development, lifts or appliances of comparable quality will be installed.

The Chinese version of this is for reference only and the English version thereof shall prevail in case of disparity.

備註:住宅樓層不設 4 樓、13 樓及 14 樓。

Remark: Residential floors 4/F, 13/F and 14/F are omitted;

		設備說明表 Appliances Schedu	l <u>e</u>															
	座數 Block					第- BLO		-						第二 BLO	二座 CK 2			
		樓層 Floor				<b>検</b> -17; L/F-17/				18 <b>検</b> 18/F						18 <b>核</b> 18/F		
設備 Appliance	品牌名稱 Brand Name	產品型號 Model Number	Α	В	С	D1	E	F	G	Н1	Α	В	С	D2	Е	F	G	Н2
		PKFY-P63VKM-E.TH/PUMY-P125YKM	ı	ı	ı	-	ı	-	-	٧	-	-	-	-	-	-	-	٧
		PKFY-P50VHM-E/PUMY-P112YKM	٧	٧	٧	-	-	-	-	٧	٧	٧	٧	-	-	-	-	٧
		MSZ-GE42VA/MUZ-GE42VA	1	1	1	-	٧	٧	-	-	-	-	-	-	٧	٧	-	
		MSZ-GE50VA/MUZ-GE50VA	-	-	-	-	-	-	٧	-	-	-	-	-	-	-	٧	
		PKFY-P25VBM-E/PUMY-P112YKM	٧	٧	٧	٧	1	-	-	-	٧	٧	٧	٧	-	-	-	
冷氣機	三菱電機	PKFY-P32VHM-E/PUMY-P112YKM	-	-	-	٧	-	-	-	-	-	-	-	٧	-	-	-	
A/C Unit	Mitsubishi Electric	MSZ-GE25VA/MUZ-GE25VA	-	-	-	-	٧	٧	٧	-	-	-	-	-	٧	٧	٧	
		PKFY-P100VKM-E.TH/PUMY-P112YK M	٧	1	ı	٧	1	-	-	-	٧	-	-	٧	-	-	-	
		PKFY-P40VHM-E/PUMY-P112YKM	1	1	1	-	1	-	-	٧	-	-	-	-	-	-	-	٧
		PKFY-P25VBM-E/PUMY-P125YKM	-	-	-	-	-	-	-	٧	-	-	-	-	-	-	-	٧
		PKFY-P32VHM-E/PUMY-P125YKM	-	-	-	-	-	-	-	٧	-	-	-	-	-	-	-	٧
抽油煙機 Cooker Hood	西門子 Siemens	LC91BE542B	٧	٧	٧	٧	٧	٧	٧	٧	٧	٧	٧	٧	٧	٧	٧	٧
煤氣煮食爐	西門子	ER326BB90X	٧	٧	٧	٧	-	-	٧	٧	٧	٧	٧	٧	-	-	٧	٧
Gas Cooking Hob	Siemens	ER326AB92X	٧	٧	٧	٧	-	-	٧	٧	٧	٧	٧	٧	-	-	٧	٧
電磁煮食爐 Induction Cooking Hob	西門子 Siemens	EH375FBB1E	-	-	-	-	٧	٧	-	-	-	-	-	-	٧	٧	-	-
<b>雪櫃</b>	西門子	KI86NAF31K	٧	-	-	٧	-	-	٧	٧	٧	-	-	٧	-	-	٧	٧
Refrigerator	Siemens	KI24LV20HK	-	٧	٧	-	٧	٧	-	-	-	٧	٧	-	٧	٧	-	-
洗衣/乾衣機 Washer/Dryer	西門子 Siemens	WK14D321HK	٧	٧	٧	٧	٧	٧	٧	٧	٧	٧	٧	٧	٧	٧	٧	٧
微波焗爐 Microwave Oven	西門子 Siemens	HF15M564HK	٧	٧	٧	٧	٧	٧	٧	٧	٧	٧	٧	٧	٧	٧	٧	٧
酒櫃	Carania	XWCIU309BCX	٧	-	-	٧	-	-	٧	٧	٧	-	-	٧	-	-	٧	٧
Wine Cellar	Gorenje	XWCIU209BCX	-	٧	٧	-	٧	٧	-	-	-	٧	٧		٧	٧	-	-
浴室寶	NDN	23BWAH	٧	-	-	٧	-	-	٧	٧	٧	-	-	٧	-	-	٧	٧
Thermo Ventilator	KDK	40ВЕВН	-	٧	٧	٧	٧	٧	-	٧	-	٧	٧	٧	٧	٧	-	٧
煤氣熱水爐	TCC	TSTW220TFQL	٧	-	-	٧	-	-	-	٧	٧	-	-	٧	-	-	-	٧
Gas Water Heater	TGC	TSTW160TFQL	-	٧	٧	-	٧	٧	٧	-	-	٧	٧	-	٧	٧	٧	-

#### 第3部份:要約表格

(由投標者填寫)

### 致: 賣方

1. 要約

本人/我們(其名稱與地址載於本要約表格的附表),即投標者,現不可撤銷地提出要約以本要約表格的附表中指明的樓價購買列於本要約表格的附表內的本物業,並受本招標文件所載的條款及條件及出售條款所約束。

#### 2. 如要約獲接納將構成臨時合約

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本招標文件所載的條款及條件而訂立的臨時合約。

#### 3. 收取接受投標書信函的地址

本人/我們同意於本要約表格的附表中指明的香港通訊地址將作為收取接受投標書信函或退回銀行本票及/或銀行支票的地址。接納書在投寄後的第 2 個工作日被視為已獲正式收到。

#### 4. 參閱售樓說明書

本人/我們確認及聲明,於遞交本要約表格前,已知悉該物業售樓說明書可供本人/我們參閱。

#### 5. 聲明、陳述及保證

本人/我們現聲明、陳述及保證如下:

- (a) 本要約表格的附表中指明的資料,在本人/我們的所知的範圍內,均為真實及正確。
- (b) 除樓價、提供資料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買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買賣本物業的過程中向其索取任何利益(不論是金錢或其他利益),買方應向廉政公署舉報。
- 6. 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)(如有的話)。

# 要約表格的附表

(由投標者填寫)

姓名/公司名稱:

第1節-投標者的資料

青山公路青龍頭段	108 號"逸璟·龍灣"	座	樓	單位
H H H H H H H H H H H		/ <del>_</del> .	132	

(1)

	(2)		
	(3)		
	(4)		
香港身份証/護照/商業登記証號碼:	(1)		
	(2)		
	(3)		
	(4)		
地址/註冊辦事處:			
聯絡人資料:			
姓名:			
香港通訊地址:			
(如與上面地址不同)			
電話號碼:			
電郵地址:			
第2節-樓價			
樓價 (港幣):			
臨時訂金的銀行本票及/或銀行支票	金額 (港幣)	銀行	銀行本票編號
(即樓價 5%)	(臨時訂金當中不少於港幣 100,000 元必須以銀行本票	FK 1.1	アバーフ、ナーンド、小田 かん
	支付)		
銀行本票:			
銀行支票:	金額(港幣)	銀行	銀行支票編號
<u> </u>	1		I

# 由投標者填寫

第31	節-付款條款(請剔適用者)	
	90 天優惠付款計劃	
1.	臨時訂金為數: 港幣元	即樓價的 5%,臨時訂金於投標書獲賣方接納當日(即接納書的日期)繳付,買方並需於其後 5個工作日內簽署正式買賣合約。
2.	加付按金為數: 港幣	即樓價的 5%,買方須於獲賣方接納當日(即接納書的日期)後 60 日內繳付。
3.		即樓價的 90%,買方須於獲賣方接納當日(即接納書的日期)後 90 日內("成交日期")繳付。
	180天優惠付款計劃	
1.	臨時訂金為數:         港幣          元	即樓價的 5%,臨時訂金於投標書獲賣方接納當日(即接納書的日期)繳付,買方並需於其後 5個工作日內簽署正式買賣合約。
2.	加付按金為數: 港幣 元	即樓價的 5%,買方須於獲賣方接納當日(即接納書的日期)後 60 日內繳付。
3.	樓價餘款為數:	即樓價的 90%,買方須於獲賣方接納當日(即接納書的日期)後 180 日內("成交日期")繳付。
	1080 天優惠付款計劃	
1.	臨時訂金為數:     港幣     元	即樓價的 5%,臨時訂金於投標書獲賣方接納當日(即接納書的日期)繳付,買方並需於其後 5個工作日內簽署正式買賣合約。
2.	加付按金為數: 港幣	即樓價的 5%,買方須於獲賣方接納當日(即接納書的日期)後 60 日內繳付。
3.	<b>樓價餘款為數:</b> 港幣 元	即樓價的 90%,買方須於獲賣方接納當日(即接納書的日期)後 1080 日內("成交日期")繳付。

第4節-中介人(如有的話)									
地產	代理如	生名:							
地產	地產代理牌照號碼:								
公司	名稱:	•							
電話	號碼	:							
關於	中介	人的聲明	 月(僅於有指明中介人時適用)						
均無	本人/我們確認及聲明中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、陳述或承諾,無論在任何情況下賣方均無須就中介人所作出的任何該等協議、陳述或承諾向買方、中介人或任何人負責。買方與中介人之間之任何糾紛一概與賣方無關。本物業之買賣交易嚴格依據本招標文件所載的條款及條件進行。								
第5	節-	遞交次	<i>青單</i>						
以下	文件	車同本技	召標文件遞交(詳情見招標公告第 2.7 段): -						
1.		招標	文件連同已填妥及簽署的要約表格						
2.		銀行本	·票及/或銀行支票						
3.		投標	者的身份證明文件						
4.		中介。	人的牌照 (如適用)						
5.	由投	標者填	妥並簽署的附件的文件:						
	i.		對買方的警告 (未有填上日期)						
	ii.		關係申報表 未有填上日期)						
	iii.		個人資料收集聲明 (未有填上日期)						
	iv.		物業參觀確認書 (未有填上日期)						
	v.		賣方資料表格 (未有填上日期)						
	vi.		有關中介人之確認書 (未有填上日期)						
	vii.		有關冷氣機平台的確認書(未有填上日期)						
V	iii.		有關傢俱優惠之確認書(未有填上日期)(如適用)						
	ix.		有關開放式廚房的確認書(未有填上日期)(如適用)						
	х.		先住後付優惠確認書(未有填上日期)(如適用)						
	xi.		提早付清餘款現金回贈優惠確認書(未有填上日期)(如適用)						
:	xii.		優先認購一個住客停車位確認書 (未有填上日期) (如適用)						
Х	tiii.		第一按揭貸款安排 (未有填上日期) (如適用)						

### 第6節-關於公司投標者的聲明(不適用於個人投標者)

我們聲明並同意如下:

姓名

董事

- 1. 直至本要約表格的日期投標者的所有現任董事的資料均已列於下表。
- 2. 所有委任投標者的董事的相關程序已在本要約表格的日期之前完成。
- 3. 如我們成為中標者,除非得到賣方事先書面同意,由(i)本要約表格的日期至(ii)接納書的日期,投標者的董事均不會有任何 改變(包括減少、增加、取代或更換)。
- 4. 賣方可在任何時間要求我們提供所有與投票者相關的公司文件及資料以顯示及核實於下表列出的投票者的董事的數目和身份,而投標者將自費提供所有上述文件及資料。

香港身份証/護照號碼

5. 如有任何違反本節的規定,賣方有權拒絕將本物業出售予該投標者。

2.
3.
4.
5.
第7節-投標者及見證人的簽署
本人/我們(即投標者)已閱讀整份招標文件及附件中的文件,並填妥要約表格及其附表。本人/我們同意遵守及確認接受招標文件的條款及條件。
(註:如投標者由多於一人組成,要約表格須由所有投標者簽署。如投標者為公司,要約表格須由其獲授權人士簽署及蓋上公司印章。)
投標者簽署: 見證人簽署:
$\mathbf{x}$
獲授權人士的姓名(如投標者為公司): 見證人姓名:
度投催人工的姓名(如投標有為公司)·

[第3部份:要約表格完] [招標文件完]

#### **PART 3: OFFER FORM**

(To be completed by the Tenderer)

#### To: The Vendor

#### 1. Offer

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

#### 2. Preliminary Agreement if offer is accepted

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

#### 3. Address for receipt of acceptance of tender

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

#### 4. Perusal of Sales Brochure

I/We confirm and declare that I am/we are fully aware that the sales brochure of the Development is made available to me/us for perusal before submitting this Offer Form.

#### 5. <u>Declarations, representations and warranties</u>

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

- (a) The information specified in the Schedule to this Offer Form is in all respects true and accurate in so far it is within my/our knowledge.
- (b) The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.
- 6. I/We authorize the Vendor to complete the particulars (now in blank) (if any) in the documents submitted together with this Tender Document.

TENDERER MUST COMPLETE THIS PAGE

# **Schedule to the Offer Form**

(To be completed by the Tenderer)

Property tendered:

Property tendered:  Flat on Floor, Block	, "L'AQUATIQUE", 108 Castle Peak Road, Tsin	g Lung Tau	
Section 1 - Particulars of the Tende	rer		
Name:	(1)		
	(2)		
	(3)		
	(4)		
HKID Card / Passport / BR No(s).:	(1)		
	(2)		
	(3)		
	(4)		
Address/Registered office:			
Contact person details:			
Name:			
Hong Kong Correspondence address			
(if different from above):			
Telephone No.:			
E-mail address:			
Section 2 - Purchase price			
Purchase price (HK\$):			
Cashier order(s) and/or bank cheque(s) representing the preliminary deposit	Amount (HK\$)  (an amount of not less than HK\$100,000 of the preliminary deposit must be paid by cashier order(s))	Bank	Cashier order no.
(5% of the Purchase price)			
CASHIER ORDER(S):			
BANK CHEQUE(S):	Amount (HK\$)	Bank	Bank Cheque no.

Secti	on 3 – Terms of Payment (Please tick	as appropriate)
	90 Days Payment Plan	
1.	Preliminary deposit in the sum of:  HK\$	which is equal to 5% of the Purchase Price, shall be paid upon the tender being accept by the Vendor (i.e. the date of the Letter of Acceptance).
2.	Further deposit in the sum of:  HK\$	which is equal to 5% of the Purchase Price, shall be paid within 60 days after the date of Letter of Acceptance.
3.	Balance of Purchase Price in the sum of:  HK\$	which is equal to 90% of the Purchase Price, being the balance of the Purchase Price shall be paid within 90 days after the date of Letter of Acceptance ("Completion Date").
	180 Days Payment Plan	
1.	Preliminary deposit in the sum of:  HK\$	which is equal to 5% of the Purchase Price, shall be paid upon the tender being accept by the Vendor (i.e. the date of the Letter of Acceptance).
2.	Further deposit in the sum of:  HK\$	which is equal to 5% of the Purchase Price, shall be paid within 60 days after the date of Letter of Acceptance.
3.	Balance of Purchase Price in the sum of:  HK\$	which is equal to 90% of the Purchase Price, being the balance of the Purchase Price shall be paid within 180 days after the date of Letter of Acceptance ("Completion Date").
	1080 Days Payment Plan	
1.	Preliminary deposit in the sum of:  HK\$	which is equal to 5% of the Purchase Price, shall be paid upon the tender being accept by the Vendor (i.e. the date of the Letter of Acceptance).
2.	Further deposit in the sum of:  HK\$	which is equal to 5% of the Purchase Price, shall be paid within 60 days after the date of Letter of Acceptance.
3.	Balance of Purchase Price in the sum of:  HK\$	which is equal to 90% of the Purchase Price, being the balance of the Purchase Price shall be paid within 1080 days after the date of Letter of Acceptance ("Completion Date").

Sec	tion 4	4 - Inte	rmediary (if any)					
Nan	ne of e	state ag	ent:					
EA	EA Licence No. :							
Esta	Estate agency:							
Tele	phone	No.:						
Dec	laratio	n regard	ing Intermediary (applicable only if an Intermediary is specified)					
repr Inte	I/We declare and confirm that the Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary. The Vendor is not and will not be involved in any disputes between the Purchaser and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions contained in this Tender Document.							
Sec	tion :	5 - Sub	mission checklist					
	follo	_	ocuments are submitted together with this Tender Document (for details, please see paragraph 2.7 of the Tender					
1.		Tend	er Document with the Offer Form completed and signed					
2.		Cash	er order(s) and/or bank cheque(s)					
3.		Tend	erer's identification documents					
4.		Inter	nediary's license (if applicable)					
5.	Do	cument	s in Annex duly completed and signed by the Tenderer:					
	i.		Warning to Purchasers (undated)					
	ii.		Declaration of Relationship (undated)					
	iii.		Notice to purchasers relating to Personal Data Collection Statement (undated)					
	iv.		Acknowledgement Letter for Properties Viewing (undated)					
	v.		Vendor's Information Form (undated)					
	vi.		Acknowledgement Letter regarding Estate Agency (undated)					
	vii.		Acknowledgement Letter regarding A/C Platform (if applicable) (undated)					
,	viii.		Acknowledgement Letter regarding gift furniture Benefit (if applicable) (undated)					
	ix.		Acknowledgement Letter regarding Fire Safety of Open Kitchen (if applicable) (undated)					
	х.		Confirmation Letter regarding Occupation before Completion Benefit (if applicable) (undated)					
	xi.		Confirmation Letter regarding Cash Rebate for Early Settlement Benefit (if applicable) (undated)					
	xii.		Confirmation Letter regarding the priority to purchase a residential car parking space (if applicable) (undated)					
,	xiii.		The arrangement of first mortgage loan (if applicable) (undated)					

#### Section 6 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)

We declare and agree as follows:-

Director(s)

1.

Name

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

HKID Card / Passport No(s).:

5. The Vendor may refuse to sell the Property to the Tenderer if there shall be any breach in the requirements in this Section.

2.		
3.		
4.		
5.		
Section 7 - Signature of the Tenderer and witness		·
I/We, the Tenderer, have read the entire Tender Document verthereto. I/We agree to be bound by and confirm my/our access.	with the do	ocuments in the Annex and completed the Offer Form and the Schedule terms and conditions of the Tender Document.
(Note: The Offer Form must be signed by ALL PERSONS of company, the Offer Form must be signed by its authorized signed signed by its authorized signed sig	f the Tendognatory(s)	erer if the Tenderer consists of more than one person. If the Tenderer is a with company chop.)
Signed by the Tenderer:		Witnessed by:
	X	X
Name of the authorized signature (if the Tenderer is a compare	ny):	Name of the witness:
Date:		

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

#### 附件 Annex

(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 to the extent 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,投標者在適用情況下簽署以下標有"#"號的文件並連同招標文件一拼遞交。)

- 1. "Warning to Purchasers" # (undated) 「對買方的警告」 # (未有填上日期)
- Declaration of Relationship # (undated)
   關係申報表 # (未有填上日期)
- 3. Notice to purchasers relating to Personal Data Collection Statement # (undated) 個人資料收集聲明 # (未有填上日期)
- 4. Acknowledgement Letter for Properties Viewing # (undated) 物業參觀確認書 # (未有填上日期)
- 5. Vendor's Information Form # (undated) 賣方資料表格 # (未有填上日期)
- 6. Acknowledgement Letter regarding Estate Agency # (undated) 有關中介人之確認書 # (未有填上日期)
- 7. Acknowledgement Letter Regarding A/C Platform # (undated) 有關冷氣機平台的確認書 # (未有填上日期)
- 8. Acknowledgement Letter regarding gift furniture Benefit# (undated) (if applicable) 有關傢俱優惠之確認書# (未有填上日期) (如適用)
- 9. Acknowledgement Letter regarding Fire Safety of Open Kitchen # (undated) (if applicable) 有開放式廚房消防安全的確認書 # (未有填上日期) (如適用)
- 10. Confirmation Letter regarding Occupation before Completion Benefit # (undated) (if applicable) 「先住後付」優惠確認書 # (未有填上日期) (如適用)
- 11. Confirmation Letter regarding Cash Rebate for Early Settlement Benefit # (undated) (if applicable) 「提早付清餘款現金回贈」優惠確認書# (未有填上日期) (如適用)
- 12. Confirmation Letter regarding the priority to purchase a residential car parking space # (undated) (if applicable) 優先認購一個住客停車位確認書 # (未有填上日期) (如適用)
- 13. The arrangement of first mortgage loan # (undated) (if applicable) 第一按揭貸款安排# (未有填上日期) (如適用)
- Legal Costs and Disbursements Table and rate of AD valorem stamp duty 律師樓服務收費表及印花稅稅率資料

# <u>對買方的警告</u> WARNING TO PURCHASERS

發展項目 Development : 逸璟·龍灣 L'AQUATIQUE					
物業 Property:					
座數 Block樓層 Floor/F_單位 Flat					
投標人名稱 Name of Tenderer(s)	身份證/護照/商業登記證號碼 I.D./Passport/B.R. No.				
對買方的警告 – 買方請小心閱讀 WARNING TO PURCHASERS – PLEASE READ CAREFULLY					
(a) 如你繼續進行購買本物業·你便須簽署正式買賣合確保妥善完成購買本物業。	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				
Before you execute the formal agreement for sale and instruct a solicitor to protect your interests and to ensure	purchase which you have to sign if you go on with your purchase you should e that your purchase is properly completed.				
	物業·你亦可聘用賣方的律師以同時代表你和賣方行事。 for you to conduct the purchase or you can instruct the Vendor's solicitor to				
(c) 現建議你聘用你自己的律師·你自己聘用的律師能	在你購買本物業的每個階段,向你提供獨立意見。				
YOU ARE RECOMMENDED TO INSTRUCT YO to give you independent advice.	OUR OWN SOLICITOR, who will be able, at every stage of your purchase,				
(d) 倘若你聘用賣方的代表律師同時代表你行事,如你	與賣方之間出現衝突,該律師未必能保障你的權益,屆時你始終需要聘				
用你自己的律師・在此情況下・你須支付的律師費;	總額,可能高於若你一開始便聘用你自己的律師的話會須支付的費用。				
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 u would have had to pay if you had instructed your own solicitor in the first				
(e) 你可自由選擇。請在決定聘用你自己的獨立律師或	賣方的律師以保障你的權益之前,詳加考慮。				
You are free to choose whichever option you prefer. Ple solicitor, or the Vendor's solicitor, to protect your interest.	ease think carefully before deciding whether to instruct your own independent sts.				
我/我們已收到此警告之副本及完全明白此警告之內	· 容·				
I/We acknowledge receipt of a copy of this warning and	fully understand the contents thereof.				
投標人簽署 Signature(s) of the Tenderer(s)	日期 Date				

# 關係申報表 Declaration of Relationship

物業 P 座數 B 賣方 V 賣方的	目 Development :逸璟·龍灣 L'AQUATIQUE  roperty : lock樓層 Floor _/F_單位 Flat endor : NAN HUA INTERNATIONAL ENGINEERING COMPANY LIMITED  控權公司 : 1. 中國冶金科工股份有限公司 Metallurgical Corporation of Chir g Companies of the Vendor: 2. 中冶海外工程有限公司 MCC Overseas Limited			. No.	
請於下	「表中適用的方格打✔以確認存在或不存在相關關係。Please ✔ the appropriate box in	the table	below t	o indicat	e the
existen	ce or absence of the relationship(s) concerned.				
				rchaser N	1
A	我/我們現確認我/我們是獨立的第三者·與賣方並非有關連人士。I/We hereby	1	2	3	4
A.	我/我们現確認我/我們定衡立的第二者,與實力並非有關建入工。I/We hereby confirm that I/we am/are independent third party, and am/are not a related party to the Vendor.				
B.	我/我們現確認我/我們是賣方之關連人士。				
	I/We hereby confirm that I/we am/are related party to the Vendor. 我/我們現進一步確認,我/我們是:				
_	I/We hereby further confirm that I/we am/are:				
	賣方的董事 a director of the Vendor				
	賣方董事的父母 a parent of a director of the Vendor				
	賣方董事的配偶 a spouse of a director of the Vendor				
	賣方董事的子女 a child of a director of the Vendor				
	賣方的經理 a manager of the Vendor				
	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 a private company of which such a director, parent, spouse, child or manager is a director or shareholder				
F	賣方的有聯繫法團或控權公司				
	an associate corporation or holding company of the Vendor				
	上述有聯繫法團或控權公司的董事				
a director of such an associate corporation or holding company					
	上述有聯緊法團或控權公司的董事的父母 a parent of a director of such an associate corporation or holding company				
上述有聯繫法團或控權公司的董事的配偶 a spouse of a director of such an associate corporation or holding company					
	上述有聯繫法團或控權公司的董事的子女 a child of a director of such an associate corporation or holding company				
	上述有聯繫法團或控權公司的經理				
	a manager of such an associate corporation or holding company				
I/We u	:們承諾如我 / 我們在簽立該物業的正式買賣合約或之前就上述情況有任何改變‧我 / 我們ndertake to notify the Vendor in writing on any change of the above information on or prior to nent for Sale and Purchase of the Property.				rmal
投標人	簽署 Signature(s) of the Tenderer(s)簽署確認				
Signatu	re(s) of the Tenderer(s) to confirm: 123		4		

Annex 4 附件 4

# 個人資料收集聲明

# Notice to purchasers relating to Personal Data Collection Statement

發展項目 Development :逸璟·龍灣 L'AQUATIQUE	
物業 Property:	
座數 Block樓層 Floor/F_單位 Flat	
投標人名稱 Name of Tenderer(s)	身份證/護照/商業登記證號碼 I.D./Passport/B.R. No.
收集閣下的個人資料 Collection of Your Personal Information	
本聲明列出賣方、賣方已委任的代理 (包括賣方律師) 及其聯繫公	公司 (下稱「賣方」) 收集閣下個人資料的用途、閣下就賣方使用閣下的個人資料而
同意的事項‧以及閣下根據《個人資料(私隱)條例》(第486章	章 )(《私隱條例》) 享有的權利。
This Personal Information Collection Statement sets out the purposes	for which your Personal Data will be used following collection, what you are agreeing to
with respect to the Vendor, the agency appointed by the Vendor (incl	uding the Vendor's Solicitors), and their associated companies (the "Vendor") use of your
Personal Data and your rights under the Personal Data (Privacy) Ordi	nance (Cap. 486) (PDPO).
周子·沙州·安华州田 //	
閣下資料可能被用作的用途 Purposes for which Your Informatio 賣方零要買方的個人資料,例如他名、爾託滕碩、住宅/郵客柚士	n may be used l·作不同用途,包括處理物業買賣相關事宜、為買方提供服務及遵守法律的規定。
	elephone number and home/mailing address for purposes including: dealing with matters
relating to the sale and purchase of the Property, providing services to	the Purchaser and meeting requirements imposed by law.
轉移閣下資料 Transfer of Your Information	
	方的個人資料,就上述一項或多項用途向中冶集團的公司 (包括但不限於 中國冶金
科工股份有限公司及中治海外工程有限公司及其附屬公司), J	及/或任何適當的政府或監管機構作出披露和移轉。 ntial at all times, but the Vendor may disclose and transfer such personal data to any
	llurgical Corporation of China Limited and MCC Overseas Limited and their subsidiaries)
and/or any appropriate government or regulatory authorities for one of	r more of the purposes specified above.
查閱及改正閣下資料 Access to and Correction of Your Informati	on
	可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
	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。 ation 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 Room 3202-03, 32/F., Office Tower Convention Plaza, 1
Harbour Road, Wan Chai, Hong Kong. In accordance with the provis complying with your data access request.	ions of the Ordinance, we have the right to charge you a reasonable fee for processing and
在直接促銷中使用閣下資料 Use of Your Information in Direct M	
	:中所提供的個人資料 (只限姓名、電話號碼、住宅/郵寄地址) 並透過電話及/或郵寄 {料和更新}。賣方亦可能與中冶集團的任何一間成員公司共享買方的個人資料作地
產物業或租務的直接促銷用途。如閣下不欲我們如上述在直接依	足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,請在以
	權利。閣下亦可在任何時候致函以上「查閱及改正閣下資料」部分所列地址選擇不
接受直接促銷。 In addition, the Vendor intends to use the personal data (but limited to	o name, telephone number, home/postal address) as provided in Preliminary Agreement of
Sale and Purchase and other documents in relation to the sale and pur	chase of the Property to conduct direct marketing (restricted to providing information and
	Purchaser via phone calls and/or by post. The Vendor may also share such personal data ctivities in relation to real estate properties and leasing matters. If you do NOT wish us to
use Your Information in direct marketing or provide Your Informatio	n to other persons for their use in direct marketing as described above, please tick \[  \]
of Your Information" section above to opt out from direct marketing a	opt-out right. You may also write to us at the address set out in "Access to and correction at any time.
1	•
□ 本人/吾等反對使用本人/吾等的個人資料於發展項目內之	
I/We object to the proposed use of my/our personal data for	use in direct marketing for properties of the Development.
投標人簽署 Signature(s) of the Tenderer(s)	 日期 Date

物業參觀確認書

# **Acknowledgement Letter for Properties Viewing**

發展項目 Development :逸璟·龍灣 L'AQUATIQUE						
該物業 The Property:						
座數 Block樓層 Floor/F_單位 Flat						
投標人名稱 Name of Tenderer(s)	身份證/護照/商業登記證號碼 I.D./Passport/B.R. No.					
本人/我們即下述簽署人‧在簽署該物業之臨時買賣合約 I/We, the undersigned, hereby confirm below prior to my/ou 請選擇 Please specify:	的之前,謹此確認以下事項: ur signing of the preliminary agreement for sale and purchase of the Property:					
□ 本人/我們確認於簽署該物業之臨時買賣合約前 I/We hereby confirm that the Vendor has made the lagreement for sale and purchase of the Property:	· 賣方已開放該物業供本人/我們參觀: Property available for viewing by me/us prior to my/our signing of the preliminary					
□ 且本人/我們已於下述日期於簽署該物業之 And I/we have viewed the Property on the d purchase of the Property	之臨時買賣合約前參觀過該物業。 ate stated below prior to my/our signing of the preliminary agreement for sale and					
參觀該物業日期 Date of viewing of the Prop	perty:					
	或 OR					
but after due consideration and out of my/	□ 但經充份考慮後本人/我們自主選擇決定於簽署該物業之臨時買賣合約前不參觀該物業。 but after due consideration and out of my/our free will and choice I/we decided not to view the Property prior to my/our signing of the preliminary agreement for sale and purchase of the Property.					
*************	*****************					
本人/我們現確認由於開放該物業予本人/我們參觀並非合理地切實可行‧於簽署該物業之臨時買賣合約之前‧賣方已開放下述與該物業相若的住宅物業供本人/我們參觀: I/We hereby confirm that since it is not reasonably practicable for the Property to be viewed by me/us the Vendor has made the comparable residential property stated below available for viewing by me/us prior to my/our signing of the preliminary agreement for sale and purchase of the Property.						
	之臨時買賣合約之前參觀過與該物業相若的住宅物業。 ential property on the date stated below prior to my/our signing of the preliminary erty.					
參觀與該物業相若的住宅物業日期: Date of viewing the comparable r property:	esidential					
與該物業相若的住宅物業: 逸璟·龍灣 第						
Comparable residential property: Flat	on Floor of Blockof L'AQUATIQUE					
<u>或 OR</u>						
but after due consideration and out of my	冷簽署該物業之臨時買賣合約前不參觀與該物業相若的住宅物業。 /our free will and choice I/we decided not to view the comparable residential minary agreement for sale and purchase of the Property.					
投標人簽署 Signature(s) of the Tenderer(s)	—————————————————————————————————————					

# 賣方資料表格

# **Vendor's Information Form**

本賣	賣方資料表格由賣方提供。This Vendor's Information Form is pro	ovided by the Vendor.				
發展	展項目 Development : 逸璟·龍灣 L'AQUATIQUE					
該物	物業 The Property:					
座數	數 Block樓層 Floor <u>/F</u> 單位 Flat					
	投標人名稱 Name of Tenderer(s)	身份證/護照/商業登記證號碼 I.D./Passport/B.R. No.				
(a)	須就該物業支付的管理費用的款額: <b>見管理費用附表</b> The amount of the management fee that is payable for the Prope	rty: See management fee table				
(b)	) 須就該物業繳付的地稅(如有的話)的款額:該物業的每年應課	望差餉租值的百份之三(有待差餉物業估價署評估)				
	The amount of the Government rent (if any) that is payable for assessed by Rating and Valuation Department)	the Property: 3% of the rateable value of the Property per annum (to be				
(c)	) 業主立案法團(如有的話)的名稱: 沒有 The name of the owners' incorporation (if any): Nil					
(d)	發展項目的管理人的姓名或名稱: 第一太平戴維斯物業管理有限公司 The name of the manager of the Development: Savills Property Management Limited					
(e)		-				
(-)	更为自然的为自主题,以及自然的自然的,	management office concerning sums required to be contributed by the				
(f)	賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部份恢復原狀的任何通知: 沒有 Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development: Nil					
(g)	) 賣方所知的影響該物業的任何待決的申索: 沒有					
	Any pending claim affecting the Property that is known to the Vo	endor: Nil				
印製	製日期 Date of Printing: <u>27/3/2021</u>					
The	方現確認在簽署該物業之臨時買賣合約之前,買方已收到此份] ne Purchaser(s) hereby acknowledge(s) the receipt of a copy of this eliminary Agreement for sale and purchase of the Property.	賣方資料表格。 s Vendor's Information Form prior to the Purchaser's(s') signing of the				
	投標人簽署 Signature(s) of the Tenderer(s)	日期 Date				

# 管理費用附表

# **Management Fee Table**

座數 Block	樓層 Floor	單位 Flat	管理費用的款額(每月) The amount of the management fee(per month)
1	1樓 1/F	Flat A	HK\$4,651
1	1樓 1/F	Flat D1	HK\$4,602
2	18 樓 18/F	Flat H2	HK\$20,713

## 有關中介人之確認書

	Acknowledgement Letter regarding Estate Agency
發展	强項目 Development :逸璟·龍灣 L'AQUATIQUE
該物	测業 The Property:
座數	Dock樓層 Floor/F_單位 Flat
賣户	Vendor: NAN HUA INTERNATIONAL ENGINEERING COMPANY LIMITED
	投標人名稱 Name of Tenderer(s) 身份證/護照/商業登記證號碼 I.D./Passport/B.R. No.
	<del></del>
地產	E代理公司 Estate Agency :
地產	E代理經紀 Estate Agent :
	E代理牌照號碼 Estate Agent License No.:
	要人確認經中介人介紹到賣方於本函日期簽署臨時買賣合約購買上述物業。
	Tenderer(s) hereby confirms that the Estate Agent has introduced the Tenderer(s) to the Vendor for the purchase of the Property by a
	iminary Agreement for Sale and Purchase on the date hereof.
	票人確認知悉及確認下列事項: Tenderer(s) acknowledge(s) and confirm(s) the following:
1.	任何中介人均沒有代賣方作出、亦沒有被賣方授權或批准代賣方作出任何口頭或書面的協議、陳述、保證或承諾。賣方不
1.	在时中介入均沒有化真分析山、亦沒有被真分技權或批准化真分析山性可口頭或者面的励識、陳述、保證或承諾。真分不 須就任何中介人所作出的任何協議、陳述、保證或承諾(如有)向投標人或其他人以任何形式負責,在任何情況下亦不須 代任何中介人履行該等協議、陳述、保證或承諾。
	Each Intermediary did not make and is not authorized or permitted by the Vendor to make any oral or written agreement,
	representation, warranty or undertaking on behalf of the Vendor. The Vendor is not and will not be liable in any way whatsoever to the Tenderer(s) or anyone for any such agreement, representation, warranty or undertaking made by any Intermediary and is not and will
	not in any circumstances be liable to perform the same for any Intermediary.
2.	賣方及其職員並無亦不會直接或間接向投標人或任何中介人收取該物業的樓價、更改買賣合約及提供資料、副本手續費等
	以外之任何費用或佣金。投標人如遇任何人士以賣方僱員或代理之名義・在購買上述該物業時向其索取任何金錢或其他利
	益時,投標人應向廉政專員公署(I.C.A.C.)舉報。 The Vendor and its staff did not and will not collect directly or indirectly any fees or commissions in addition to the purchase price
	of the Property and administrative fees for amending the agreement for sale and purchase or provision of information or copies of
	documents, etc. from the Tenderer(s) or any Intermediary (except for verifying the payment terms). If there are any person(s)
	alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Tenderer(s) in connection
	with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption (I.C.A.C.).
3.	賣方並無亦不會授權任何中介人向投標人收取任何費用或佣金。
	The Vendor did not and will not authorize any Intermediary to collect any fees or commissions from the Tenderer(s).
4.	投標人與任何中介人之任何轇轕‧一概與賣方無關。該物業之買賣交易一切依據該物業之臨時買賣合約及正式買賣合約進 行。
	The Vendor is not and will not be involved in any dispute between the Tenderer(s) and any Intermediary. The sale and purchase of the
	Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement for Sale and
7	Purchase and the formal Agreement for Sale and Purchase of the Property.
7.	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。
	The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.
	投標人簽署 Signature(s) of the Tenderer(s) 日期 Date

## 有關冷氣機平台之確認書

# Acknowledgement Letter regarding A/C Platform

發展	項目 Development :逸璟·龍灣 L'AQUATIQUE				
該物	該物業 The Property:				
座數	Block樓層 Floor/F_單位 Flat				
	投標人名稱 Name of Tenderer(s)	身份證/護照/商業登記證號碼 I.D./Passport/B.R. No.			
	投标八台语 Name of Tenderer(s)	岁仍显/暖炽/伺来豆心虚唬嗝 I.D./Passpor/b.R. No.			
	/我們即下述簽署人·在簽署該物業之臨時買賣合約之前· , the undersigned, hereby confirm below prior to my/our signing	謹此確認以下事項: g of the preliminary agreement for sale and purchase of the Property:			
1.	本物業的分體式空調機的室外機(「冷氣機」)將會安裝於	屬於發展項目公用地方及設施的地方/平台・該地方/平台並不能從物			
	業直接進出。				
	The outdoor unit(s) of the split-type air conditioner(s) of the areas and facilities of the Development, and are not directly ac	Property will be installed in areas/platforms forming part of the common coessible from the Property.			
2.	買家須就進出冷氣機平台及該冷氣機的連接喉管的位置以	建行分體式空調機(包括室外機)之維修・保養・安装・替換・等			
	工作(「該工作」)向發展項目的經理人(「經理人」)預先作	F出安排 (包括使用吊船 )。			
	to gain access to the A/C Platform and the location of the co	the use of gondola) with the manager of the Development (the "Manager") nunecting pipes and conduits relating to the relevant air conditioner(s) for eplacement, etc. of the split-type air conditioner(s) (including the outdoor			
3.	賣方並不保證進出權會被賦予或該工作可於任何時間進行	「。任何有關該工作所引申之安排可能產生費用 ( 由經理人釐定 )。			
	The Vendor does not guarantee that access can be granted or the ("Manager") may be charged for making any arrangements	Works can be conducted at any desired time. Fees (to be determined by s ancillary to the Works.			
4.	本人 / 我等購入該物業時已完全知悉上述之限制及責任・	並將完全遵守及履行該等限制及責任而不會作出任何反對。			
	I/we have agreed to purchase the Property with full knowled observe and comply with the same without any objection.	edge of the abovementioned restrictions and obligations and shall fully			
5.	本函之中文譯本僅供參考之用,如有差異,仍以英文本為	y <b>準</b> 。			
	The Chinese version of this Letter is for reference only and the	English version thereof shall prevail in case of disparity.			
	投標人簽署 Signature(s) of the Tenderer(s)	日期 Date			

<u>Ack</u>	nowledgement Letter i	regarding Free Furniture Offer	
發展項目 Development :逸璟·龍灣 L'Ao	QUATIQUE		
該物業 The Property:			
座數 Block樓層 Floor/F_單位 Fla	ıt		
上数 Block 读信 11001/_ 丰 位 114			
投標人名稱 Name of Tend	lerer(s)	身份證/護照/商業登記證號碼 I.D./Passport/	B.R. No.
		-	
本人/我們即下述簽署人,在簽署該物第 I/We, the undersigned, hereby confirm bel		謹此確認以下事項: g of the preliminary agreement for sale and purchase of	the Property:
只適用於購買以下住宅物業之買方 Only applicable to the Purchaser of the residential properties:	第 1 座 1 樓之 D1 單位 Flat D1, 1/F, Block 1		
	免費獲贈以下列表所述	之相關住宅物業之裝飾、傢俱和物件	
優惠 Benefit:		the decoration, furniture and chattels of the relevant tout in the table below hereto free of charge.	<b>¬</b>
第1座		送贈傢俱優惠	
Block 1		Free Furniture Offer	
			_
層數		1	
Floor 單位			-
平位 Flat		D1	
組合櫃			
Cabinet		✓	
1. 送贈傢俱優惠不能轉讓及轉移·及只能由買方本人享用。 The Free Furniture Offer is non-assignable and non-transferable and can only be enjoyed by the purchaser(s).  2. 賣方或其代表不會就該/該批傢俱作出任何保證、保養或陳述・更不會就其狀況、狀態、品質及性能・及其是否或會否在可運作狀態作出任何保證、保養或陳述。該/該批傢俱將於住宅物業成交日以成交時之狀況連同住宅物業交予買方。任何情況下・買方不得就該/該批傢俱提出任何異議或質詢。 No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect regarding the/those Furniture. In particular, no warranty, maintenance or representation whatsoever is given as to the condition, state, quality or fitness of any of the/those Furniture or as to whether any of the/those Furniture is or will be in working condition. The/those Furniture will be delivered to the Purchaser(s) upon completion of the sale and purchase of the residential property in such condition as at completion together with the residential property. In any event, no objection or requisitions whatsoever shall be raised by the Purchaser(s) in respect of the/those Furniture.  3. 本函之中文譯本僅供參考之用,如有差異,仍以英文本為準。 The Chinese version of this Letter is for reference only and the English version thereof shall prevail in case of disparity.			
 投標人簽署 Signature(s) of th	ne Tenderer(s)		

#### 有關開放式廚房消防安全之確認書

#### Acknowledgement Letter regarding Fire Safety of Open Kitchen

發展項目 Development : 透境· 雕灣 L'AQUATIQUE 該物業 The Property :	
座數 Block樓層 Floor/F_單位 Flat	
投標人名稱 Name of Tenderer(s)	身份證/護照/商業登記證號碼 I.D./Passport/B.R. No.

本人/我們即下述簽署人,在簽署該物業之臨時買賣合約之前,謹此確認以下事項:

I/We, the undersigned, hereby confirm below prior to my/our signing of the preliminary agreement for sale and purchase of the Property:

1. I/We hereby acknowledge that I/We am/are aware of and understand that the Property is a residential unit containing open kitchen (the "Open Kitchen Unit") and according to the Deed of Mutual Covenant and Management Agreement approved by the Director of Lands (the "DMC"), owner(s) of the Open Kitchen Unit(s) shall comply with Clause 29 of the DMC at their own costs and expenses and comply with the fire safety management plan for open kitchen design in respect of the Building approved or accepted by the Fire Services Department ("the Fire Safety Management Plan") therein and the relevant clauses of the DMC

本人/我們為該物業的買方·現確認本人/我們明白該物業屬於設有開放式廚房之住宅單位(以下簡稱「開放式廚房單位」)·而根據地政總署署長長批准的有關大廈公共契約及管理合約(以下簡稱「該公契」)的規定·設有開放式廚房單位的業主須遵守該公契第 29 條的規定·以自費方式履行及遵守該公契內消防處核准或接受的有關大廈開放式廚房設計的消防安全管理計劃(以下簡稱《消防安全管理計劃》)及該公契的相關條文。

- 2. I/We hereby acknowledge that I/We am/are aware of and understand that I/We am/are required to observe and perform the followings requirements:
  - 本人/我們現確認本人/我們明白須遵守和履行以下規定:
  - (a) not to alter, remove or obstruct or otherwise render ineffective the fire detector(s) provided inside his Open Kitchen Unit(s) and at the lobby or corridor outside his Open Kitchen Unit(s) except with the prior written approval of the Buildings Department, the Fire Services Department, the Manager and all relevant Government authority or authorities; 除非事前獲得屋宇署、消防處、管理人及有關政府機關的書面批准,否則不得改裝、移除、阻礙或以其他方法致使置於其開放式廚房單位內、於其開放式廚房單位外的大堂或走廊的火焰偵察器失效;
  - (b) not to alter, remove or obstruct or otherwise render ineffective the sprinkler head(s) provided inside his Open Kitchen Unit; 不得改裝、移除阻礙或以其他方法致使置於其開放式廚房單位內的灑水器灑水頭失效;
  - (c) not to remove demolish or alter the minimum 600mm (W) half-hour fire rated wall in his Open Kitchen Unit(s) except with the prior written approval of the Buildings Department, the Fire Services Department, the Manager and all relevant Government authority or authorities;
    - 除非事前獲得屋宇署、消防處、管理人及其他有關政府機關的書面批准,否則不得拆卸或改裝置於開放式廚房單位內最少闊 600 毫米及禦火半小時的防火牆;
  - (d) to display conspicuously in his Open Kitchen Unit(s) a permanent notice to remind the occupants of his Open Kitchen Unit(s) that the minimum 600mm (W) half-hour fire rated wall should not be modified or removed; 業主須永久在開放式廚房單位內顯眼地顯示告示,提醒其單位佔用人該最少闊 600 毫米及禦火半小時的防火牆不應被改裝或拆卸;
  - (e) to provide a self-closing device for the entrance door of his Open Kitchen Unit(s); 為其開放式廚房單位的大門設置一個自動關門裝置;
  - (f) not to let, lease or license or otherwise part with possession of his Open Kitchen Unit(s) except upon condition that the tenant(s), lessee(s), licensee(s) or occupier(s) thereof shall agree to observe and comply with the provisions herein contained; and 除非其租客、承租人、被許可人或佔用人同意履行及遵守本條文,否則不得對開放式廚房單位予以出租、租賃或發特許權或以其他任何方式放棄管有權;及
  - (g) to comply with the Fire Safety Management Plan and any guidelines or directions as the Manager may impose at all times and from time to time relating to the implementation thereof.
    - 遵守《消防安全管理計劃》及管理人於任何時候或不時就實施《消防安全管理計劃》而施加的任何指引或指示。

#### Annex 9 附件 9(2/2)

- 3. I/We hereby acknowledge that the provisions mentioned in paragraph 2 above are only a summary of the relevant provisions or requirements of the DMC and/or the Fire Safety Management Plan, which is for our reference only and subject to the final effective terms of the DMC and/or the requirements of Fire Safety Management Plan contained therein and that I/We have been advised to, before entering into the preliminary agreement for sale and purchase of the Property, peruse the DMC (which is available at the sales office and on the website of the phase of the Development) and seek professional advice.

  本人/我們確認明白上文第 2 段內所述之條款只為該公契及《消防安全管理計劃》的條款之摘要,僅供參考,一切均以最後生效之該公契內之條款及其載有的《消防安全管理計劃》中的規定作準,另外,本人/我們亦確認於簽訂該物業的臨時買賣合約
- 4. I/We hereby confirm and declare that I/We have agreed to purchase the Property with the full knowledge of the abovementioned covenants, obligations, provisions and restrictions and shall fully observe and comply with the same. 本人/我們確認及聲明本人/我們同意購入該物業前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。

前已獲建議細閱該公契 (於售樓處及發展項目的期數的互聯網網站有所提供) 及尋求專業意見。

- 5. No person other than the Vendor and Purchaser(s) will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce or enjoy the benefit of any of the provisions of this Letter. 除買賣雙方以外,並無其他人士有權按香港法例第 623 章《合約(第三者權利)條例》強制執行本信函的條款及細則,或享有本信函的條款及細則下的利益。
- 6. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail. In the event of any conflict or discrepancy between this document and the DMC or the Fire Safety Management Plan, the DMC or the Fire Safety Management Plan 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。如本文件與公契或《消防安全管理計劃》有任何衝突或分歧,一

如本文件之中英文文本有任何歧義,一切以英文文本為準。如本文件與公契或《消防安全管理計劃》有任何衝突或分歧,一切以公契或《消防安全管理計劃》為準。

	_	
投標人簽署 Signature(s) of the Tenderer(s)	日期 Date	

### 「先住後付」優惠確認信

#### Confirmation Letter regarding Occupation before Completion Benefit

Development 發展項目: 逸璟·龍灣 L'AQUATIQUE	
Property 物業:	
座數 Block樓層 Floor _ <u>/F</u> 單位 Flat	
賣方 Vendor: NAN HUA INTERNATIONAL ENGINEERING	G COMPANY LIMITED
投標人名稱 Name of Tenderer(s)	身份證/護照/商業登記證號碼 I.D./Passport/B.R. No.
支付條款 Terms of Payment: ☐ 1080 天優惠付款計	劃 1080 Days Payment Plan

We refer to your purchase of the Property under the Preliminary Agreement for Sale and Purchase you entered into on the date hereof (the "Preliminary Agreement") and your choice of the Terms of Payment. The Terms of Payment are provided subject to the following terms and conditions:-

閣下於本函日期簽訂臨時買賣合約 (「臨時合約」) 購買物業並揀選採用該支付條款。該支付條款之提供受以下條款及條件規限:

- 1. You shall execute the formal Agreement for Sale and Purchase in respect of the Property (the "Agreement") within 5 working days after signing the Preliminary Agreement in accordance with the terms and conditions contained in the Preliminary Agreement. 閣下須於簽署臨時合約後的 5 個工作日內按臨時合約之條款及條件簽立有關物業的正式買賣合約 (「正式合約」)。
- 2. You shall execute a licence agreement of the Property (in such form as the Vendor may prescribe and you shall not request any amendment thereto) for the pre-completion occupation of the Property (the "Licence Agreement") simultaneously when you execute the Agreement.

閣下須於簽署正式合約時同時簽署在物業買賣成交前佔用物業之許可協議 (「許可協議」) (格式由賣方指定·閣下不得要求任何修改)。

- 3. You acknowledge and agree to the following regarding the Licence Agreement:
  - 就上述許可協議,閣下確認知悉並同意以下各項:
  - (a) The purchaser has paid to the Vendor not less than 10% of the Purchase Price; 買方已向賣方繳付不少於 10%樓價;
  - (b) The licence period shall commence from the 60th day after the Purchaser signs the Agreement (the "Occupation Commencement Date") until the completion date stipulated in the Agreement (whichever is earlier); 許可佔用期由買方簽署買賣合約後第 60 天 (「佔用期開始日」) 至正式合約訂定的成交日期為止 (「(以較早者準」);
  - (c) The Subject to compliance by the Licensee of the terms and conditions herein (including this sub-clause), the total licence fee paid by the Licensee (i.e. in the total amount equal to 7.2% of the said Purchase Price or in the total amount equal to less than 7.2% of the said Purchase Price if completion takes place earlier than the Completion Date) shall be directly applied towards settlement of part of the balance of the said Purchase Price upon completion of the sale and purchase under the Agreement Provided that the Licensor is entitled not to refund the Licence fee or any part thereof to the Licensee if the Licensee shall fail to comply with any of the terms and conditions of this Licence Agreement (including the terms of payment under this sub-clause). The Licensee shall pay to the Licensor during the Licence Period the total licence fee by 18 instalments (with each instalment being 0.4% of the said Purchase Price), the first of such instalment to be payable by the Licensee on the 60th day after the date of the Agreement and each and every subsequent instalment to be payable every 60 days thereafter until completion or if completion of the sale and purchase shall take place earlier than the Completion Date, to be payable until the date onwhich completion actually takes place.

許可佔用期之許可費用金額為所購住宅物業之樓價 7.2%·分 18 期繳付(即每期金額為所購住宅物業之樓價 0.4%)·第一期於簽署臨時合約日期後第 60 天支付·之後每 60 天繳付一期·直至最後按正式買賣合約成交·或如成交較早發生·至成交日期為止。買方所付的佔用許可費(即樓價 7.2%(或如成交較早發生則不足 7.2%))在買方完成買賣時直接用於支付部份樓價餘額。惟倘買方違反許可協議條款·包括付款條款·則賣方有權不退回佔用許可費。

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

買方必須負責繳付該許可協議之印花稅裁定費及印花稅 ( 如有 )、簽署該許可協議所需之所有律師費及物業之管理費、差餉、地租及其它開支等。

#### Annex 10 附件 10 (2/2)

4. Subject to the full observance and performance of and compliance with the terms and conditions as set out in this Letter, the Preliminary Agreement, the Agreement and the Licence Agreement on your part and the completion of the sale and purchase of the Property (including without limitation that the Purchaser having settled each part payment and the balance of the Purchase Price# according to the respective dates stipulated in the Agreement and having duly paid each part of the licence fee on time), the licence fee received by the Vendor will be returned to the Purchaser in such manner as prescribed by the Vendor (including but not limited to by direct payment of part of the balance of the Purchase Price).

在完全遵守、履行及符合閣下於本函、臨時合約、正式合約及許可協議所列的條款及條件及物業買賣已完成的前提下 (包括但不限於買方須依照正式合約訂定的日期付清物業每一期樓款及餘款#、及妥為及時支付許可費用每一部分),買 方可獲賣方退回已收取之許可費用,退回方式由賣方指定(包括但不限於退回予買方直接作為買方支付樓價部份餘款之 用)。

# subject to the actual date of payment(s) received by Vendor's solicitors # 以賣方代表律師實際收到款項日期計算

- 5. The Terms of Payment is provided subject to the full observance and performance of and compliance with the terms and conditions as set out in this Letter. In the event that you fail to observe perform or comply with any of the terms and conditions contained in this Letter, the Vendor shall be entitled to withdraw the Terms of Payment forthwith without prejudice to the Vendor's other rights and claims under this Letter or other applicable laws.
  - 在完全遵守、履行及符合閣下於本函的條款及條件已完成的前提下‧該支付條款方會提供。若 閣下未能遵守、履行或符合本函內任何條款或條件‧賣方有權即時撤銷該支付條款‧且並不損害賣方於本函或其他適用法律下之其他權利及申索。
- 6. Any failure by any party hereto to observe or perform any of its obligations hereunder shall not in any way prejudice, vary or affect the operation, validity or enforceability of the Preliminary Agreement or the Agreement, or the rights, duties or obligations of the parties to the Preliminary Agreement or the Agreement. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, you shall remain liable to be bound to observe and perform all the terms and conditions in the Preliminary Agreement and the Agreement and to complete the purchase of the Property in accordance with the provisions of the Preliminary Agreement and Agreement. Any claim that you may have under or in relation to or in connection with this Letter shall be a claim against the Vendor for damages only.

本函任何一方未能遵守或履行其於本函下之任何責任均不會以任何方式損害、變更或影響臨時合約或正式合約的運作、 有效性或可強制執行性或臨時合約或正式合約各方的權利、義務或責任。為免生疑問、若賣方未能履行其於本函內之責 任、閣下仍須遵守及履行臨時合約及正式合約的所有條款及條件及按臨時合約及正式合約的條款完成購買物業。所有按 或就本函提出的或與本函有關連的而可由閣下對賣方提出的申索、只能是為取得損害賠償的申索。

- 7. All the rights and benefits conferred on you upon the terms and conditions of this Letter are non-assignable and non-transferable and can only be exercised and enjoyed by you personally.
  - 所有根據本函條款及條件賦予 閣下之權利及優惠均不能轉讓及轉移,及只能由 閣下本人行使及享用。
- 8. A person who is not a party to this Letter shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this Letter.
  - 並非本函一方之人士並無任何權利按《合約(第三者權利)條例》強制執行本函任何條款及條件或享有本函任何條款及 條件之利益。
- 9. The Chinese version of this Letter is for reference only and the English version thereof shall prevail in case of disparity. 本函之中文譯本僅供參考之用,如有差異,仍以英文本為準。

經妥當及謹慎考慮本函之內容後·我/我們同意接受本函及 受本函所有條款及條件規限。

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.

投標人簽署 Signature(s) of the Tenderer(s)	日期 Date

### 「提早付清餘款現金回贈」優惠確認書

#### Confirmation Letter regarding "Cash Rebate for Early Settlement" Benefit

發展項目 Development :逸璟·龍灣 L'AQUATIQUE				
物業 Property:				
座數 Block樓層 Floor/F_單位 Flat				
賣方 Vendor: NAN HUA INTERNATIONAL ENGINEERING COMPANY	Y LIMITED			
投標人名稱 Name of Tenderer(s)	身份證/護照/商業登記證號碼 I.D./Passport/B.R. No.			
支付條款 Terms of Payment: ☐ 1080 天優惠付款計劃 1080 Days Payment Plan				
関下於木函日期簽訂臨時買賣会約 (「臨時会約 .) 購買物業。租赁此	-確認,賣方會進備給予閱下「捍甲付清餘對租全同贈,傷車			

閣下於本函日期簽訂臨時買賣合約 (「臨時合約」) 購買物業。現特此確認、賣方會準備給予閣下「提早付清餘款現金回贈」優惠 (定義見下文)、惟閣下須受以下條款及條件規限:

We refer to your purchase of the Property under the Preliminary Agreement for Sale and Purchase you entered into on the date hereof (the "Preliminary Agreement"). We hereby confirm that the Vendor is prepared to provide you with the "Cash Rebate for Early Settlement Benefit (defined below) subject to your full compliance with the following terms and conditions:-

- 1. 閣下須於簽署臨時合約後的 5 個工作日內按臨時合約之條款及條件簽立正式合約。
  You shall execute the Agreement within 5 working days after signing the Preliminary Agreement in accordance with the terms and conditions contained in the Preliminary Agreement.
- 2. 在完全遵守、履行及符合閣下於本函、臨時合約及正式合約所列的條款及條件的前提下,現金回贈將支付予閣下。一經賣方支付現金回贈,賣方於本函中有關支付現金回贈的責任(如有)將完全解除。
  Subject to the full observance and performance of and compliance with the terms and conditions as set out in this Letter, the Preliminary Agreement and the Agreement on your part, the Cash Rebate will be paid to you and upon payment of the Cash Rebate by the Vendor, the Vendor's obligation in relation to the payment of the Cash Rebate under this Letter, if any, shall be absolutely discharged.
- 3. 若閣下未能遵守、履行或符合本函、臨時合約或正式合約內任何條款或條件,賣方有權即時撤銷及/或要求退還現金回贈,且 並不損害賣方於臨時合約、正式合約或其他適用法律下之其他權利及申索。

In the event that you fail to observe perform or comply with any of the terms and conditions contained in this Letter, the Preliminary Agreement or the Agreement, the Vendor shall be entitled to withdraw and/or ask for a refund of the Cash Rebate forthwith without prejudice to the Vendor's other rights and claims under the Agreement, the Preliminary Agreement or other applicable laws.

4. 如買方提前於買賣合約訂明的付款日期之前#付清樓價餘款(早於正式合約訂明的付款限期日)·可根據以下列表獲賣方送出「提早付清餘款現金回贈」優惠。付清樓價日期以賣方代表律師收到所有樓價款項日期為準。

Where the Purchaser settles the balance of the Purchase Price in advance of the date of payment #specified in the Agreement for Sale and Purchase (which is earlier than the due date of payment specified in the Agreement), the Purchaser shall be entitled to a "Cash Rebate for Early Settlement" offered by the Vendor according to the table below. The date of settlement of the Purchase Price shall be the date on which all the Purchase Price is received by the Vendor's solicitors.

#以賣方代表律師實際收到款項日期計算

# subject to the actual date of payment(s) received by Vendor's solicitors

#### Annex 11 附件 11 (2/3)

「提早付清餘款現金回贈」列表

"Cash Rebate for Early Settlement" Table

	·	
付清樓價日期	「提早付清餘款現金回贈」金額	
Date of settlement of the Purchase Price	"Cash Rebate for Early Settlement" amount	
簽署臨時買賣合約的日期後 180 天內	樓價 4%	
Within 180 days after the date of signing of the Preliminary Agreement for Sale and Purchase	4% of the Purchase Price	
簽署臨時買賣合約的日期後 181 天至 360 天內	樓價 3%	
Within 181 days to 360 days after the date of signing of the Preliminary  Agreement for Sale and Purchase	3% of the Purchase Price	
簽署臨時買賣合約的日期後 361 天至 540 天內	樓價 2%	
Within 361 days to 540 days after the date of signing of the Preliminary  Agreement for Sale and Purchase	2% of the Purchase Price	
簽署臨時買賣合約的日期後 541 天至 720 天內	樓價 1%	
Within 541 days to 720 days after the date of signing of the Preliminary  Agreement for Sale and Purchase	1% of the Purchase Price	

- 5. 買方須於提前付清樓價餘款後 14 天內·以書面向賣方申請「提前付清樓價現金回贈」·賣方會於收到申請並確認有關資料無誤 後將「提前付清樓價現金回贈」直接存入買方之銀行帳戶。
  - The Purchaser shall apply to the Vendor in writing for the "Cash Rebate for Early Settlement" within 14 days after the date of early 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 then deposit the "Cash Rebate for Early Settlement" into the Purchaser's bank account.
- 本函為一獨立於臨時合約及正式合約之協議,本函任何內容均不得視作取替或更改臨時合約或正式合約內的任何條款及/或條 件。賣方所有臨時合約及正式合約下之權利及補救方法均不受本函影響。本函乃由本函各方之間訂立且獨立於閣下購買物業、 臨時合約及正式合約之協議,本函任何內容或本函任何一方未能遵守或履行其於本函下之任何責任均不會以任何方式損害、變 更或影響臨時合約或正式合約的運作、有效性或可強制執行性或臨時合約或正式合約各方的權利、義務或責任。為免生疑問, 若賣方未能履行其於本函內之責任,閣下仍須遵守及履行臨時合約及正式合約的所有條款及條件及按臨時合約及正式合約的條 款完成購買物業。所有按或就本函提出的或與本函有關連的而可由閣下對賣方提出的申索,只能是為取得損害賠償的申索。 This Letter is an agreement independent of the Preliminary Agreement and the Agreement and nothing in the contents of this Letter shall be deemed to supersede or vary any terms and/or conditions of the Preliminary Agreement or the Agreement. All the rights and remedies of the Vendor under the Preliminary Agreement and the Agreement shall not be affected by this Letter. This Letter constitutes an agreement between the parties hereto independent from your purchase of the Property, the Preliminary Agreement and the Agreement and nothing herein contained or any failure by any party hereto to observe or perform any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Preliminary Agreement or the Agreement, or the rights, duties or obligations of the parties to the Preliminary Agreement or the Agreement. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, you shall remain liable to be bound to observe and perform all the terms and conditions in the Preliminary Agreement and the Agreement and to complete the purchase of the Property in accordance with the provisions of the Preliminary Agreement and Agreement. Any claim that you may have under or in relation to or in connection with this Letter shall be a claim against the Vendor for damages only.
- 7. 所有根據本函條款及條件賦予閣下之權利及優惠均不能轉讓及轉移·及只能由閣下本人行使及享用。
  All the rights and benefits conferred on you upon the terms and conditions of this Letter are non-assignable and non-transferable and can only be exercised and enjoyed by you personally.

#### Annex 11 附件 11 (3/3)

8 並非本函一方之人士並無任何權利按《合約(第三者權利)條例》強制執行本函任何條款及條件或享有本函任何條款及條件 之利益。

A person who is not a party to this Letter shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this Letter.

9 本函之中文譯本僅供參考之用,如有差異,仍以英文本為準。

The Chinese version of this Letter is for reference only and the English version thereof shall prevail in case of disparity.

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.

to accept the same and be bound by all the terms and conditions herein set out. 經妥當及謹慎考慮本函之內容後‧我 / 我們同意接受本函及受本函所有條款及條件規限。	
投標人簽署 Signature(s) of the Tenderer(s)	日期 Date

### 「提早付清餘款現金回贈」優惠表格

#### Cash Rebate Form for "Cash Rebate for Early Settlement" Benefit

發展項目 Development :逸璟·雨	<b>[灣 L'</b> .	AQUATIQUE			
物業 Property:					
座數 Block樓層 Floor/F_	單位 F	`lat			
致 To:賣方 Vendor: NAN HU	A INT	ERNATIONAL ENGINEERING COMPANY LIMITED			
投標人名稱 Name of Tenderer(s)	)				
聯絡電話 Tel. No.:					
買方現聲明就上述物業將於		簽署臨時買賣合約的日期後 180 天內	付清樓價餘額・		
		簽署臨時買賣合約的日期後 181 天至 360 天內			
		簽署臨時買賣合約的日期後 361 天至 540 天內			
		簽署臨時買賣合約的日期後 541 天至 720 天內			

現向賣方申請「提早付清餘款現金回贈」優惠。

買方明白必須於付清上述物業樓價後 14 天內將填妥之本表格連同相關之銀行帳戶證明文件(相關之銀行戶口證明文件必須顯示戶口持有人名稱及帳戶號碼)寄回或傳真到 NAN HUA INTERNATIONAL ENGINEERING COMPANY LIMITED (即賣方) (地址:九龍 尖沙咀科學館道 1 號康宏廣場 19 樓 1914 室·傳真號碼:2180-6410)。經核實所有相關資料後·賣方會於收到上述銀行資料後的 60 天內將現金回贈直接存入買方提供的銀行帳戶。

買方同時明白及同意「提早付清餘款現金回贈」優惠是須基於及完成買方將有關樓價全數付清·並完成正式買賣成交之事宜·其 為根據正式買賣合約之條款要求·如不則已支付之「提早付清餘款現金回贈」需馬上由買方退回賣方。

The Purchaser hereby declares I/We will settle the balance of the Purchase Price in full

within 180 days after the date of signing of the Preliminary Agreement for Sale and Purchase.
Within 181 days to 360 days after the date of signing of the Preliminary Agreement for Sale and Purchase.
Within 361 days to 540 days after the date of signing of the Preliminary Agreement for Sale and Purchase.
Within 541 days to 720 days after the date of signing of the Preliminary Agreement for Sale and Purchase.

I/We hereby requests the Vendor for the "Cash Rebate for Early Settlement" Benefit.

The Purchaser hereby requests the Vendor to deposit the "Cash Rebate for Early Settlement" directly into the following bank account. The Purchaser also understands that this Form must be completed and mailed / faxed to the NAN HUA INTERNATIONAL ENGINEERING COMPANY LIMITED (the Vendor) together with the proof of the bank account information (such proof must show the name of the account holder and the account number) within 14 days after full payment of the Purchase Price. The Vendor will then deposit the cash rebate into the Purchaser's bank account within 60 days thereafter after all relevant information has been verified. (Address of Vendor: Sales Department, Room 1914, 19/F, Concordia Plaza, Tsim Sha Tsui, Kowloon. Fax No.: 2180-6410).

The Purchaser also understands and agrees that the "Cash Rebate for Early Settlement" is yet conditional and finalized upon the Purchaser's full payment of the purchase price and completion of the Purchaser of the Property in accordance with the terms of the Formal Agreement for Sale and Purchase of the Property, failing which the "Cash Rebate for Early Settlement", if paid already shall be returned forthwith by the Purchaser to the Vendor.

銀行名稱#(如个適用請刪除):		/ 中國銀行(香港)			
Name of Bank # (Delete If inapplicable): HSBC / Hang Seng Bank / Standard Chartered Bank / Bank of China(Hong Kong)					
戶口持有人姓名* (請以英文填寫):					
Name of A/C Holder*:					
戶口號碼 A/C No.:					
# 只適用於滙豐銀行、恒生銀行、渣打	「銀行及中國銀行(香港)。				
For HSBC, Hang Seng Bank, Standard	Chartered Bank & Bank of China (Hong Kong) ONLY.				
*銀行戶口持有人名稱必須與上述物業	買方名稱完全相同。				
The name of the bank account holder n	nust be identical with the name of the Purchaser.				
投標人簽署 Signature(s) of	the Tenderer(s)	Date			
	of the state of th	<u> </u>			
如適用 :口 茲附上買方的電郵地址		。請賣方以電郵/傳真方			
式確認已收到此通知書					
If applicable :   Please confirm receipt of this Form by e-mail/fax. My e-mail address/fax no. is :					

#### Annex 12 附件 12 (1/2)

(只適用於第1座9樓A單位; 第1座10樓A單位; 第1座9樓D1單位)

(Only applicable to Flat A, 9/F, Block 1; Flat A, 10/F, Block 1; Flat D1, 9/F, Block 1)

## 優先認購一個住客停車位確認書

## Confirmation Letter regarding the priority to purchase a residential car parking space

發展填目 Development:逸璟·龍灣 L'AQUATIQUE	
物業 Property:	
座數 Block樓層 Floor/F_單位 Flat	
賣方 Vendor: NAN HUA INTERNATIONAL ENGINEERING	G COMPANY LIMITED
投標人名稱 Name of Tenderer(s)	身份證/護照/商業登記證號碼 I.D./Passport/B.R. No.
優惠 Benefit: 優先認購發展項目中一個住客停車位	

Priority to purchase a residential car parking space in the Development

就閣下購買上述物業一事·受制於合約·賣方可於其全權及絕對酌情決定的時間向買方出售<u>一個</u>發展項目的住宅停車位(該停車位由賣方全權及絕對酌情決定)·及受下列的條款及條件約束:

We refer to your purchase of the Property. Subject to contract, the Vendor may sell to the Purchaser <u>One</u> residential car parking space in the Development (to be determined by the Vendor in its sole and absolute discretion) at such time as the Vendor may in its sole and absolute discretion determine, and subject to and upon the following terms and conditions:

- 1. 閣下須於簽署有關上述物業的臨時買賣合約(「臨時合約」)後的 5 個工作日內按臨時合約之條款及條件簽立有關該物業的買賣合約(「買賣合約」)。
  - You shall execute the agreement for sale and purchase in respect of the Property ("Agreement") within 5 working days after signing the Preliminary Agreement for Sale and Purchase in respect of the Property ("Preliminary Agreement") in accordance with the terms and conditions contained in the Preliminary Agreement.
- 2. 閣下必須完全遵守、履行及符合買賣合約內所有條款及條件,包括但不限於其中所列的支付條款。
  You shall observe, perform and comply with all the terms and conditions in the Agreement including but not limited to the payment terms as specified therein.
- 3. 閣下必須完全遵守、履行及符合賣方可能不時發給閣下有關出售住客停車位的安排事宜的通知書(「通知書」)中所列的條款及條件。
  - You shall observe, perform and comply with the terms and conditions as may be specified in the notice that the Vendor may serve upon you from time to time regarding the arrangement of the sale of residential car parking spaces ("Notice").
- 4. 若閣下未能遵守、履行或符合臨時合約、買賣合約、本函及/或通知書內任何條款或條件,本函即告作廢並無效而上述優惠將即時被撤銷(且不損害賣方於臨時合約、買賣合約及其他適用法律下之其他權利及申索)而如已就購入發展項目住宅停車位簽立任何合約(不論臨時或其他合約).閣下必須立即按賣方要求採取一切行動及簽立所有文件將之取消及終止(無任何賠償)。
  - In the event you fail to observe, perform or comply with any of the terms or conditions contained in the Preliminary Agreement, the Agreement, this Letter and /or the Notice, this Letter shall become null and void upon which you shall not be entitled to any of the benefit(s) contained in this Letter which shall be deemed to have been withdrawn (without prejudice to the Vendor's rights and claims against you under the Preliminary Agreement, the Agreement and the applicable laws), and where any agreement, whether preliminary or otherwise, has been entered into for the purchase of the residential car parking space of the Development, you shall forthwith take all steps and execute all documents required by the Vendor to cancel and terminate the same without any compensation.
- 5. 在賣方作出任何出售發展項目住宅停車位的要約(賣方無須作出任何出售要約)的情況下,如買方未能於該出售要約中指明的時間內接受該出售要約及全面遵從該出售要約的條款和條件,該出售要約將告失效。
  - In the event any offer to sell a residential car parking space of the Development is made by the Vendor (which offer the Vendor is not obliged to make), such offer shall lapse if the Purchaser fails to accept such offer and fully comply with the terms and conditions of such offer within the time as set out in such offer.
- 6. 如賣方作出出售發展項目住宅停車位的要約(賣方無須作出任何出售要約)而閣下接受該要約‧閣下必須於簽署住客停車位的臨時買賣合約時出示本函予賣方。
  - In the event an offer to sell a residential car parking space of the Development is made by the Vendor (which offer the Vendor is not obliged to make) and you have accepted such offer, you shall present this Letter to the Vendor at the time of signing the preliminary agreement for sale and purchase of the residential car parking space.

#### Annex 12 附件 12 (2/2)

7. 本函獨立於臨時合約及買賣合約,本函任何內容均不得視作取替或更改臨時合約或買賣合約內的任何條款及/或條件。賣方所有於臨時合約及買賣合約下之權利及補償均不受本函影響。本函任何內容均不會以任何方式損害、變更或影響臨時合約或買賣合約的運作、有效性或可強制執行性或臨時合約或買賣合約各方的權利、義務或責任。為免生疑問,若賣方決定不作出任何出售發展項目住宅停車位的要約,閣下無權享有任何補償或損害賠償,及閣下仍須遵守、符合及履行臨時合約及買賣合約的所有條款及條件及按臨時合約及買賣合約的條款完成購買物業。

This Letter is independent of the Preliminary Agreement or the Agreement and nothing in the contents of this Letter shall be deemed to supersede or vary any terms and/or conditions of the Preliminary Agreement or the Agreement. All the rights and remedies of the Vendor under the Preliminary Agreement and the Agreement shall not be affected by this Letter. Nothing in this letter shall in any way prejudice, vary or affect the operation, validity or enforceability of the Preliminary Agreement or the Agreement, or the rights duties or obligations of the parties to the Preliminary Agreement or the Agreement. For the avoidance of doubt, the Vendor's decision not to make any offer to sell a residential car parking space of the Development shall not entitle the Purchaser to any remedy or damages whatsoever and you shall still be obliged to observe, perform and comply with all the terms and conditions in the Preliminary Agreement and the Agreement and to complete the purchase of the Property in accordance with the provisions of the Preliminary Agreement and the Agreement.

8. 如賣方作出出售發展項目住宅停車位的要約(賣方無須作出任何出售要約)·該要約不能轉讓及轉移·及只能由 閣下本人接受。

In the event an offer to sell a residential car parking space of the Development is made by the Vendor (which offer the Vendor is not obliged to make), such offer is non-assignable and non-transferable and can only be accepted by you personally.

9. 並非本函一方之人士並無任何權利按《合約(第三者權利)條例》強制執行本函任何條款及條件或享有本函任何條款及條件之利益。

A person who is not a party to this Letter shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this Letter.

10. 本函中文譯本僅供參考,如與英文文本有異,概以英文文本為準。

The Chinese translation of this letter is for reference purposes only. In case of any inconsistency, the English version shall prevail.

經妥當及謹慎考慮本函之內容後,我/我們同意接受本函及受本函 所有條款及條件相限。

所有條款及條件規限。	
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.	
投標人簽署 Signature(s) of the Tenderer(s)	日期 Date

#### 第一按揭貸款安排

#### The arrangement of first mortgage loan

Development 發展項目:逸璟·龍灣 L'AQUATIQUE	
Property 物業:	
座數 Block樓層 Floor/F_單位 Flat	
Vendor 賣方: NAN HUA INTERNATIONAL ENGINEERING COMP	ANY LIMITED
投標人名稱 Name of Tenderer(s)	身份證/護照/商業登記證號碼 I.D./Passport/B.R. No.

Terms of Payment 支付條款:

We refer to your purchase of the Property under the Preliminary Agreement for Sale and Purchase you entered into on the date hereof (the "Preliminary Agreement") and your choice of the terms of payment as captioned. We hereby confirm that the Vendor is prepared to provide you with an arrangement of "first mortgage for 80% of Purchase Price" as follows subject to your full compliance with the following terms and conditions:-

閣下於本函日期簽訂臨時買賣合約 (「臨時合約」) 購買該物業並揀選採用上述支付條款。現特此確認,賣方準備向閣下提供「樓價80%第一按揭」安排如下,惟閣下須受以下條款及條件規限:

The Purchaser may apply to the financial institution referred by the Vendor (the "Referred First Mortgagee") for first mortgage with a maximum loan amount equivalent to 80% of the Purchase Price (the "First Mortgage"). The First Mortgage and its application are subject to the following terms and conditions:

買方可向賣方介紹之財務機構 (「**介紹之第一承按人**」) 申請最高達樓價之 80%之第一按揭 (「**第一按揭**」)。第一按揭及其申請受以下條款及條件規限:

- 1. The Purchaser shall make a written application to the designated financing company for a First Mortgage Loan in not less than 30 days before the date of settlement of the balance of the Purchase Price.
  - 買方必須於買賣合約內訂明的付清樓價餘額之日前最少30日以書面向指定財務機構申請第一按揭貸款。
- 2. The Purchaser shall provide sufficient proof of income in accordance with the requirements of the Referred First Mortgagee. 買方須依照介紹之第一承按人之要求提供足夠之入息證明文件。
- 3. The First Mortgage shall be secured by a first equitable mortgage and a first legal mortgage over the Property. 買方須以物業之第一衡平法按揭及第一法定按揭作抵押。
- 4. The maximum tenure of the First Mortgage shall not exceed 25 years.
  - 第一按揭年期必須不長於25年。
- 5. The Purchaser shall only pay the interest of the First Mortgage to the Referred First Mortgage in the first 24 months and shall repay the principal amount and interest as usual for the rest of the term of the First Mortgage. The interest rate of the first 24 months of the First Mortgage shall be Prime Rate (P) quoted by the Referred First Mortgage minus 2.5% (P-2.5%). The interest rate for the rest of the term of the First Mortgage shall be Prime Rate (P) plus 2.375% (P+2.375%). P is subject to fluctuation. P as at the date hereof is 5.375% per annum. The final mortgage rate will be subject to final approval by the Referred First Mortgagee. No representation, undertaking or warranty, whether express or implied, is given, or shall be deemed to have been given by the Vendor in respect thereof.
  - 第一按揭首 24 個月之年利率以介紹之第一承按人引用之最優惠利率(P)減 2.5% (P-2.5%)計算。其後的年利率以最優惠利率 加 2.375%(P+2.375%)計算。P 為浮動利率、於本函日期 P 為每年 5.375%。最終按揭利率以介紹之第一承按人審批結果而定,賣方並無就其作出,亦不得被視為就其作出任何不論明示或隱含之陳述、承諾或保證。
- 6. All legal documents in relation to the First Mortgage must be prepared by the solicitors' firm designated by the Referred First Mortgagee. All legal costs and other expenses incurred shall be paid by the Purchaser.
  - 所有第一按揭之文件必須由介紹之第一承按人指定之律師行辦理‧並由買方負責有關律師費用及其他開支。

#### Annex 13 附件 13 (2/2)

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

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

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

第一按揭條款及批核條件僅供參考,介紹之第一承按人保留不時更改第一按揭條款及批核條件的權利。

The terms and conditions and the approval of applications for the First Mortgage are subject to the final decision of the Referred First Mortgagee, and are not related to the Vendor (who shall under no circumstances be responsible therefor). No representation, undertaking or warranty, whether express or implied, is given, or shall be deemed to have been given by Vendor in respect of the terms and conditions and the approval of applications for the First Mortgage.

有關第一按揭之批核與否及借貸條款以介紹之第一承按人之最終決定為準,與賣方無關,且於任何情況下賣方均無需為此 負責。賣方並無或不得被視為就第一按揭之按揭條款及條件以及申請之批核作出任何不論明示或隱含之陳述、承諾或保 證。

<sup>®</sup> The value of all cash rebates and other benefits made available to the Purchaser in connection with the purchase of the Property will be deducted from the Purchase Price.

須先從樓價中扣除所有提供予買方就購買物業而連帶獲得的全部現金回贈及其它優惠的價值。

The Chinese version of this Letter is for reference only and the English version thereof shall prevail in case of disparity. 本函之中文譯本僅供參考之用.如有差異.仍以英文本為準。

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

經妥當及謹慎考慮本函之內容後·我/我們同意接受本函及 受本函所有條款及條件規限。

投標人簽署 Signature(s) of the Tenderer(s)	日期 Date

# APPENDIX: ACCEPTANCE OF OFFER 附錄:接受要約

(The Appendix does not form part of the Tender Document.) (附錄不屬於招標文件的一部份。)

(To be completed ONLY by the Vendor after the Vendor agreeing to accept the Offer) (只限於賣方同意接受要約後由賣方填寫)

# ACCEPTANCE OF OFFER 接受要約

The above offer is accepted by the Vendor on the date stated below subject to the Tender Notice and the Conditions of Sale. 在受到招標公告和出售條款約束的前提下,上述要約在下述日期獲賣方接納。

For and on behalf of

Authorised Signatory(ies) 獲授權之簽署人

Date 日期:

[End of the Appendix] [附錄完]

<u>逸璟·龍灣 L'AQUATIQUE</u> 108 Castle Peak Road, Tsuen Wan, New Territories, Hong Kong 新界荃灣青山公路 108 號

# 收費表

# **Table of Charges**

(祗供參考之用,須作最後確認及調整)

(for reference only, subject to final confirmation and adjustment)

文件 Documents	律師費 Legal Cost		買家支出費用及雜費 Fees and Disbursements Payable by Pur	chaser
正式買賣合約 Formal Agreement for Sale and Purchase	如買家委任發展商指定律師為其 購買物業之代表律師,由發展商 奉送【須按發展商的條款及按以 下備註】、但不包括本文所述之 費用支出(此為特別安排)。	(1)	部份業權契據認證副本費用 Charges for part of certified copies of title deeds (無論買家是否自聘代表律師,均須支付此費用) (the Purchaser needs to pay this item whether or not he is separately represented)	HK\$3,500.00
	To be paid by Developer in the event that the Purchaser also instructs the Solicitors appointed	(2)	土地査冊費 Land search fee	HK\$50.00
	by the Developer to act for him in the purchase [subject to the Developer's terms and subject to	(3)	土地註冊處登記費 Land registration fee	HK\$210.00
	Note below] but exclusive of fees & disbursements as state herein (as special arrangement)	(4)	其他雜費 Miscellaneous charges	HK\$250.00
		(5)	公司註冊處查冊費 (只適用於公司買家) Company search fee (corporate purchaser only)	HK\$200.00
		(6)	圖則費(買賣合約) Plan fees (Agreement) (無論買家是否自聘代表律師,均須支付此費用) (the Purchaser needs to pay this item whether or not he is separately represented) i. 每套單位 Units per set ii. 住宅停車位 Residential Parking Space per set iii. 電單車停車位 Motor Cycle Parking Space per set	HK\$1,500.00
		(7)	買賣合約印花稅 (以政府之最後收費為準) Stamp Duty (subject to confirmation by Government)	請參照印花稅須知 Please refer to "Note on Stamp Duty"
		(8)	擬備印花税署之法定聲明 (如需要) (每份) Statutory Declaration to Stamp Office (if necessary) (each)	HK\$600.00
		(9)	買賣合約註冊表 Memorial for registration of Formal Agreement for Sale and Purchase	HK\$600.00
		(10)	公司會議記錄 (每份) (只適用於公司買家) Board Resolution (each) (corporate purchaser only)	HK\$500.00
轉讓契 Assignment	如買家委任發展商指定律師為其 購買物業之代表律師,由發展商 奉送【須按發展商的條款及按以	(1)	剩餘業權契據認證副本費用 (按實際情況調整) Charges for remaining certified copies of title deeds (subject to adjustment)	HK\$2,500.00

	下備註】、但不包括本文所述之費用支出(此為特別安排)。  To be paid by Developer in the event that the Purchaser also instructs the Solicitors appointed by the Developer to act for him in the purchase [subject to the Developer's terms and subject to Note below] but exclusive of fees & disbursements as state herein (as	(2)	(無論買家是否自聘代表律師,均須支付此費用) (the Purchaser needs to pay this item whether or not he is separately represented)  大廈公契費用 Costs in relation to Deed of Mutual Covenant and Management Agreement (無論買家是否自聘代表律師,均須支付此費用) (the Purchaser needs to pay this item whether or not he is separately represented)	HK\$568.00
	special arrangement)	(3)	土地查冊費 Land search fee	HK\$50.00
		(4)	土地註冊處登記費 Land registration fee	HK\$450.00
		(5)	其他雜費 Miscellaneous charges	HK\$250.00
		(6)	公司註冊處查冊費 (只適用於公司買家) Company search fee (corporate purchaser only)	HK\$200.00
		(7)	圖則費(轉讓契約) Plan fees (Assignment) (無論買家是否自聘代表律師,均須支付此費用) (the Purchaser needs to pay this item whether or not he is separately represented) i. 每套單位 Units per set ii. 住宅停車位 Residential Parking Space per set iii. 電單車停車位 Motor Cycle Parking Space per set	HK\$1,500.00
		(8)	印花稅 (以政府之最後收費為準) Stamp Duty (subject to confirmation by Government)	HK\$100.00
		(9)	物業管理局徵費 Property Management Services Authority Levy	HK\$350.00
		(10)	公司會議記錄 (每份) (只適用於公司買家) Board Resolution (each) (corporate purchaser only)	HK\$500.00
第一按揭契 First Mortgage/	(下述 <u>按揭契</u> 之律師費由買家支付)	(1)	土地註冊處登記費 (每份) Registration fee (each)	HK\$450.00
First Legal Charge (如有 <u>樓花揭契:</u> 貸款額在伍佰萬元或	(The following costs for 1st Mortgage/Legal Charge to be borne by the Purchaser)	(2)	破產/清盤查冊費 (每人/每間公司) Bankruptcy/Winding-up search fee (each person/each company)	HK\$80.00
以下: 律師費:港幣6,000元) 貸款額超過伍佰萬元	(1) 貸款額在伍佰萬元或以下 律師費: 港幣7,000元 Loan amount at or less than HK\$5 million	(3)	土地查冊費 Land search fee	HK\$50.00
或以上律師費:港幣7,500元)	Legal Cost: HK\$7,000.00  (2) 貸款額超過伍佰萬元或以上	(4)	其他雜費 Miscellaneous charges	HK\$250.00
NB (If including Equitable Mortgage) Loan amount at or less	律師費: 港幣8,500元  Loan amount more than  HK\$5 million	(5)	公司註冊處查冊費 (每間公司) (只適用於公司買家) Company search fee (each company) (corporate purchaser only)	HK\$200.00

than HK\$5 million Legal Cost: HK\$6,000;	Legal Cost: HK\$8,500.00	(6)	公司註冊處存檔費(每份)(只適用於公司買家)	
Loan amount more than HK\$5 million	如買家乃海外公司,另須支付海 外律師意見書費用		Filing fee (each) (corporate purchaser only)	HK\$340.00
Legal Cost: HK\$7,500	If the Purchaser is an overseas	(7)	公司會議記錄 (每份) (只適用於公司買家)	
	company, there will be additional		Board Resolution (each) (corporate purchaser only)	HK\$500.00
	costs for foreign legal opinion	(8)	公司註冊處按揭或押記詳情表 (只適用於公司買家) Companies Registry Particulars of Charge (each) (corporate purchaser only)	HK\$1,500.00
担保書/三方按揭附加文件(如有)	每份\$5,000 \$5,000 each	1.	破產/清盤查冊費 (每人/每間公司) Bankruptcy/Winding-up search fee (each person/each	HK\$80.00
Personal Guarantee / Additional Document			company)	
for Tripartite Mortgage (if necessary)				

#### 備註 Note

- 1. 如需要準備下列文件,律師費如下 (雜費另計): (i) 提名信、授權書、補充/取消合約,每份\$4,000元及 (ii) 先住後付許可協議. \$13,500元。
  - The legal costs (disbursements not included) for the preparation of the following documents (if required): (i) Nomination, Power of Attorney, Supplemental / Cancellation Agreement: \$4,000.00 each and (ii) Licence Agreement: \$13,500.00.
- 2. 上述有關按揭之律師費用只適用於準備一份以物業為抵押之簡單按揭文件。若需準備其他抵押文件 (包括租金轉讓文件、股票按揭/押記、從屬協議、貸款轉讓文件及貸款協議書等) 收費將會按所需時間計算。有關費用之報價可應要求另外提供。

Mortgage costs as quoted above are applicable only for preparation of one single simple security deed (2-Party Equitable Mortgage / Mortgage / Legal Charge) for financing the purchase. Preparation of additional security documents, for example Rental Assignment, Share Mortgage, Sub-Ordination Agreement, Loan Agreement etc, will be charged on time costs basis. Quotation of costs will be supplied upon request.

# <u>印花稅須知</u> Note on Stamp Duty

#### A. 額外印花稅

#### **Special Stamp Duty**

根據《印花稅條例》,如住宅物業是於 2012年 10月 27日或以後購入,並在購入後 36個月內轉售,在轉售該住宅物業交易中,將收取轉售方及/或買方額外之印花稅「額外印花稅」。

Under the Stamp Duty Ordinance ("Ordinance"), Special Stamp Duty ("SSD") shall be charged on the Purchaser and/or the Sub-Purchaser on transactions in residential properties on resale if the properties are acquired on or after 27 October 2012 and resold within 36 months after acquisition.

#### B. 買家印花稅

#### **Buyer's Stamp Duty**

《印花稅條例》亦引入「買家印花稅」。香港永久性居民以外的任何人士或公司 (不論在何地註冊) 於 2012 年 10 月 27 日或以後購入住宅物業,均須繳交 15%的「買家印花稅」。如申請豁免「買家印花稅」,買方須作出一份 法定聲明,聲明買方為香港永久性居民及是代表自己購入該住宅物業。

The Ordinance also introduces a Buyer's Stamp Duty ("BSD") which will be charged at a flat rate of 15% for all residential properties acquired on or after 27 October 2012 by any person or company (regardless of where it is incorporated), except a Hong Kong Permanent Resident. To claim the exemption of the BSD, the purchaser(s) are required to furnish a statutory declaration declaring that the purchaser is a Hong Kong permanent resident and is acting on his/her own behalf in acquiring the Property.

### C. 從價印花稅

#### **Ad Valorem Stamp Duty**

《2018年印花稅(修訂)條例》(2018修訂條例)已於2018年1月19日刊憲。根據2018修訂條例,由2016年11月5日起,第1標準稅率分為第1部(稅率劃一為15%)及第2部(即2014(第2號)修訂條例下的原第1標準稅率)。第1標準第1部稅率適用於住宅物業。2018修訂條例規定任何在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,均須按第1標準第1部稅率繳付「從價印花稅」,稅率劃一為物業的售價或價值(以較高者為準)的15%。主要獲豁免的情況是該物業為住宅物業,而買方或承讓方為代表自己行事的香港永久性居民,而他/她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。在該等情況下,較低的「從價印花稅」稅率(第2標準)將適用。

The Stamp Duty (Amendment) Ordinance 2018 (2018 Amendment Ordinance) was gazetted on 19 January 2018. Under the 2018 Amendment Ordinance, AVD at Scale 1 are divided into Part 1 (a flat rate of 15%) and Part 2 (original Scale 1 rates under the 2014 (No. 2) Amendment Ordinance) with effect from 5 November 2016. Part 1 of Scale 1 applies to instruments of residential property. The 2018 Amendment Ordinance provides that any instruments of residential property 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 AVD at the rate under Part 1 of Scale 1, i.e. a flat rate of 15% of the consideration or value of the residential property, whichever is the higher. The major exception, amongst others, is where the property is a residential property, and the purchaser/transferee is 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. In such case, the instrument will be subject to AVD at lower rates (Scale 2).

就香港永久性居民轉換住宅物業而欲申請退還部分已付的「從價印花稅」,2018 修訂條例亦延長了出售其原有物業的期限,如果新置物業是於2016年11月5日或之後取得,出售其原有物業的期限由新置物業的轉易契的日期後的6個月內延長至12個月內。

For HKPRs who change their residential property and wish to claim partial refund of the AVD paid on acquisition of the new property, the 2018 Amendment Ordinance also extends the time limit for the disposal of the original property from within 6 months to within 12 months after the date of conveyance of the new property if the new property is acquired on or after 5 November 2016.

政府於 2017 年 4 月 11 日宣佈將會提出法例修訂,以收緊現時為香港永久性居民買家而設的豁免安排。該修訂建議將規定,除獲特定豁免或另有法律規定外,於 2017 年 4 月 12 日或之後簽立以買賣或轉讓住宅物業的文書,即使買方或承讓方是代表自己行事,且在香港沒有擁有任何其他住宅物業的香港永久性居民,若以一份文書取得多於 1 個住宅物業,均須按第 1 標準第 1 部稅率(劃一為 15%)繳納「從價印花稅」。

On 11 April 2017, the Government announced that it would introduce legislative amendments to tighten up the existing exemption arrangement for HKPR buyers, to the effect that, unless specifically exempted or otherwise provided in the law, acquisition of more than 1 residential property under a single instrument executed on or after 12 April 2017 will be subject to AVD at the rate under Part 1 of Scale 1-a flat rate of 15%, even if the purchaser/transferee is a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition.

有關支付「額外印花稅」、「買家印花稅」及「從價印花稅」之詳情,請向閣下的律師查詢。 Please consult your solicitors regarding details of the payment of SSD, BSD and AVD. 應繳第一標準稅率從價印花稅 (較高稅率) Ad Valorem Stamp Duty Payable at Scale 1 (higher rate)

Flat rate of 15%

# 應繳第二標準稅率從價印花稅 (較低稅率)

Ad Valorem Stamp Duty Payable at Scale 2 (lower rate)

代價款額 (C	onsideration)	
超逾 (Exceeds)	不超逾 (Does not exceed)	從價印花稅 (Ad Valorem Stamp Duty)
	HK\$2,000,000	HK\$100
HK\$2,000,000	HK\$2,351,760	HK\$100 + (代價款額 Consideration – HK\$2,000,000) x 10%
HK\$2,351,760	HK\$3,000,000	1.5%
HK\$3,000,000	HK\$3,290,320	HK\$45,000 + (代價款額 Consideration – HK\$3,000,000) x 10%
HK\$3,290,320	HK\$4,000,000	2.25%
HK\$4,000,000	HK\$4,428,570	HK\$90,000 + (代價款額 Consideration – HK\$4,000,000) x 10%
HK\$4,428,570	HK\$6,000,000	3.0%
HK\$6,000,000	HK\$6,720,000	HK\$180,000 + (代價款額 Consideration – HK\$6,000,000) x 10%
HK\$6,720,000	HK\$20,000,000	3.75%
HK\$20,000,000	HK\$21,739,120	HK\$750,000 + (代價款額 Consideration – HK\$20,000,000) x 10%
HK\$21,739,120		4.25%