Tender Document No. 38 招標文件第 38 號

## 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 <u>2</u> 座 <u>10</u> 樓 <u>D2</u> 單位

## 招標於 2024年 4月 1 日起至 2024年 6月 30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 2024年 4 月 1 日起至 2024 年 6月 30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 「逸環•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>

賣方律師

NAN HUA INTERNATIONAL ENGINEERING COMPANY LIMITED

黃新民律師行

## **TENDER DOCUMENT**

# INVITATION FOR PURCHASE OF PROPERTY BY WAY OF PUBLIC TENDER

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

## Flat\_D2\_, Floor 10\_, Block\_2\_ 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a.m. and closes at 5:00 p.m. on Every day from 1 April 2024 until 30 June 2024 (both days inclusive) (unless previously withdrawn)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 A p r i 1 2024 until 30 June 2024 (both days inclusive) to the office of the Vendor at Unit 1914, 19/F, Seapower Tower, Concordia Plaza, No.1 Science Museum Road, Kowloon in a sealed plain envelope and clearly marked "Tender for L'AQUATIQUE".

Vendor

NAN HUA INTERNATIONAL ENGINEERING COMPANY LIMITED

Vendor's Solicitors 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;
- 「出售條款」 指本招標文件第 2 部份的出售條款;
- 「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;
- 「該物業」 指如果及一旦本招標文件獲得賣方接納時的該投標物業;
- 「該招標物業」 指銷售安排第 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;
- 「招標文件」 指本招標文件(由第1部份、第2部份及第3部份組成,但不包括附錄及附件);
- 「招標公告」 指本招標文件第1部份的招標公告;
- 「招標期間」 就每一個該招標物業而言,指招標開始日期至招標截止日期的期間;
- 「投標價」 指要約表格的附表中訂明投購該投標物業的價格;
- 「該投標物業」 指要約表格的附表中訂明的物業;
- 「投標者」 指要約表格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。
- 2.5 賣方保留權利更改任何該招標物業的招標截止日期及時間。
- 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) <u>銀行本票及/或支票</u>

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) <u>投標者的身份證明文件</u>

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) <u>中介人的牌照(如適用)</u> 投標者委託的地產經紀的牌照複印本。
- (iv) <u>由投標者填妥並簽署的附件的文件</u>
  - (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) 先住後付優惠確認書(如適用)
  - (9) 提早付清餘款現金回贈優惠確認書(如適用)
  - (10) 優先認購一個住客停車位確認書(如適用)
  - (11) 有關送贈傢俱優惠之確認書(如適用)

## 請不要在本第(iv)分段所述的任何文件填上日期。

- (c) 放入普通信封内,信封面上寫明賣方收啓,並清楚註明「逸環,龍灣招標」;及
- (d) 於 2024年4月1日起至2024年6月30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「逸環·龍灣招標」標示的投標箱內。若 於2024年4月1日起至2024年6月30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 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。

## 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 2024 年 4月 1日起至 2024年 6月 30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 <u>其他事項</u>

- **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 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 <u>Procedures of Tender</u>

- 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) Confirmation Letter regarding Occupation before Completion Benefit (if applicable)
- (9) Confirmation Letter regarding Cash Rebate for Early Settlement Benefit (if applicable)
- (10) Confirmation Letter regarding the priority to purchase one residential car parking space (if applicable)
- (11) Acknowledgement Letter regarding Free Furniture Offer (if applicable)

#### Please do <u>NOT</u> 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 A p r i | 2024 until 30 June 2024 (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 A p r i | 2024 until 30 June 2024 (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 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.

#### 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 A p r i | 2024 until 30 J u n e 2024 (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: (1)
- In these Conditions of Sale, terms defined in the Tender Notice shall have the same meaning when used herein unless otherwise defined below:
  - 指下列的物業: 青山公路青龍頭段 108 號 "逸璟・龍灣" <u>2</u> 座 <u>10</u> 樓 <u>D2</u> 單位; 本物業 means the following property:-"Property" \_, Floor <u>10</u>, Block <u>2</u> of L'AQUATIQUE, 108 Castle Peak Road, Tsing Flat <u>D2</u> 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。 means the agreement made hereunder by virtue of the submission of the Tender "this Preliminary Agreement" 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;
  - 及
  - 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.
- (4) 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-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。 (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.
- 本臨時合約、正式合約及轉讓契支付的從價印花稅 (如有的話),由買方承擔。 (5) The 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.
- (7) 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。 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; and
  - 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。 (c) the Vendor does not have any further claim against the Purchaser for the failure.
- (9) 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 -(10)
  - 見附表

The sale and purchase of the Property includes the fittings, finishes and appliances as follows -

- 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。 (11)

Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title. 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

- (12)
- (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"-(13)
  - (a) 如你繼續進行購買本物業,你便須簽署正式買賣合約,在你簽立正式買賣合約之前,你應聘用律師,以保障 你的權益,和確保妥善完成購買本物業

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

(b) 你可聘用你自己的獨立律師,以代表你進行購買本物業,你亦可聘用賣方的律師以同時代表你和賣方行事。

You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
(C) 現建議你聘用你自己的律師,你自己聘用的律師能在你購買本物業的每個階段,向你提供獨立意見。

- (C) 現建議你聘用你自己的律師,你自己聘用的律師能在你購買本物業的每個階段,向你提供獨立意見。 YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.
- to give you independent advice. (d) 倘若你聘用賣方的代表律師同時代表你行事,如你與賣方之間出現衝突,該律師未必能保障你的權益,屆時 你始終需要聘用你自己的律師,在此情況下,你須支付的律師費總額,可能高於若你一開始便聘用你自己的 律師的話會須支付的費用。

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

- (e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前,詳加考慮。 You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
- (14) 買方須於本臨時合約之簽署日期之後五個工作日內辦理下列手續:(a)簽署賣方律師所訂定之正式合約,合約內容買 方不能更改,(b)交付根據本臨時合約支付條款所述到期應付之款項(如有),並(c)交付全部有關本臨時合約及正式 合約應付或所招致的印花稅。

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 or incurred on this Preliminary Agreement and the Agreement.

- (15) 本物業買賣須於成交日期或之前於辦公時間內(即上午 10 時至下午 4 時 30 分),在賣方律師的辦事處完成。 The sale and purchase of the Property shall be completed at the offices of the Vendor's Solicitors during office hours (i.e. 10:00 a.m. to 4:30 p.m.) on or before the Completion Date.
- (16) 買方在購買本物業時完全知悉本物業的實際狀況及在本物業內之裝置、裝修物料及設備並接受其現狀。本物業成 交時,賣方需將本物業交吉予買方。 The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and

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.

(17) 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 支出)。

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 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).

(18) 一切擬備、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.

- (19) 如在簽署正式合約前,買方或其代表人將本臨時合約在土地註冊處註冊,買方特此授權賣方單方面簽署備忘錄 並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。 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.
- (20) 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.
- (21) 本物業乃屬印花稅條例第 29A(1) 條所註釋之住宅物業。

The Property is residential property within the meanings of Section 29A(1) of the Stamp Duty Ordinance. (22) 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) 在本面时可含频时间,相间的具真受力显然以相间体积及体出的立外查面具真励战或具真励战。 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.
- (23) 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.
- (24) 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。 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.
- (25) 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賣方。 The Purchaser shall before being entitled to possession of the Property on completion reimburse or pay to the Vendor (if

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 2 hereto, 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 "Warning to Purchasers" referred to in Clause (12) of this Preliminary Agreement and the copy of a bilingual version of
- "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

Th 發	物業的量度尺寸如下: ne measurements of the Property are as fo 展項目 Development : 逸璟・ 物業 The Property :	llows: 龍灣 ĽAQUA	ATIQUE							
座	數 Block <u>2</u> 樓層 Floor <u>10/F</u> 單位	<u>r</u> Flat <u>D2</u>								
(a)		82.913	平方米/	892	平方呎,其中:					
			square metres/		square feet of wh					
		2.245	平方米/ square metres/	24	平方呎為露台的 square feet is the	悔囬囬槓; floor area of the bal	cony;			
		1.50	平方米/ square metres/	16	平方呎為工作平· square feet is the					
oth 空調			平方米/		square feet is the floor area of the utility platform; <del>平方呎為陽台的樓面面積;及</del>					
		-	square metres/		square feet is the	floor area of the ver	andah; and			
(b)	) 其他量度尺寸為: other measurements are:									
	空調機房的面積為			平方	*∕		平方呎;			
	the area of the air-conditioning plant	room is	_	<del>squa</del> i	re metres/		square feet;			
	窗台的面積為			平方	*∕		平方呎;			
	the area of the bay window is			squa	re metres/	—	square feet;			
	閣樓的面積為			平方	*∕		平方呎;			
	the area of the cockloft is			<del>squa</del> i	re metres/	_	square feet;			
	平台的面積為			平方	*∕		平方呎;			
	the area of the flat roof is			squa	re metres/		the utility platform; the utility platform; the verandah; and 平方呎; square feet; 平方呎; square feet; 平方呎; square feet; 平方呎; square feet;			
	花園的面積為			平方	*∕		平方呎;			
	the area of the garden is			squa	<del>re metres/</del>	_	square feet;			
	停車位的面積為			平方	*∕		平方呎;			
	the area of the parking space is		_	<del>squa</del> i	re metres/	—	square feet;			
	天台的面積為			平方	*∕		平方呎;			
	the area of the roof is			<del>squa</del> i	<del>re metres/</del>	—	square feet;			
	梯屋的面積為			平方	*/		平方呎;			
	the area of the parking space is			<del>squa</del> i	<del>re metres/</del>	—	square feet;			
	前庭的面積為			平方	*/		<del>平方呎;</del>			
	the area of the terrace is			squa	re metres/	_	square feet;			
	庭院的面積為			平方	*∕		平方呎。			
	the area of the yard is			<del>squa</del> i	<del>re metres/</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

細項 Item	描述 Description
外牆	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。
External Wall	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, meta balustrade, glass balustrade and paint.
	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	
Window	Aluminium window frames with fluorocarbon coating fitted with low-e insulated tinted glass for living/dining room
	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。天花榻 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。 沒有陽台。
陽台或露台	
Verandah or Balcony	Balcony is finished with glass balustrade with stainless steel capping. Wall is finished with ceramic tiles, aluminium
	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 E
	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。
rying facilities for clothing	Not applicable.

## 室內裝修物料 Interior Finishes

	客廳、飯廳及睡房
	牆壁:外露位置批盪後髹乳膠漆及部分位置裝設鋁面板。
	除以下位置:
	<u>第1座17樓A單位及D1單位客廳、飯廳及睡房1</u>
	牆壁:外露位置批盪後髹乳膠漆及部分位置裝設鋁面板,塑料牆紙。
	天花板:除以下空間外露位置裝設隔音天花板外,其他空間外露位置批盪後髹乳膠漆。
	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
	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
	單位客廳及飯廳位置的假陣以木板配有木底框及設有木皮飾面。
內牆及天花板	Living room, Dining Room and Bedroom
Internal wall and ceiling	Wall: finished with emulsion paint on plastering and some areas finished with aluminum cladding where exposed.
	Except following spaces:
	Living Room, Dining Room and Bedroom 1 at Flat A and Flat D1 of Block 1
	Wall: finished with emulsion paint on plastering and some areas finished with aluminum cladding, vinyl
	wallpapering where exposed.
	Ceiling: finished with emulsion paint on plastering where exposed, apply to all space except the followings spaces
	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 finished with gypsum plaster board false ceiling and bulkhead with emulsion paint, except the bulkhead
	located at Living and Dining Room of Flat G on 17/F of Block 1. Plywood bulkhead with wooden sub-frame and
	finished with timber veneer to be provided at Living and Dining Room of Flat G on 17/F of Block 1.
	客廳、飯廳及睡房
	鋪砌複合木地板及木腳線。 除以下單位:
	<u>第1座H1單位及第2座H2單位</u> 中初44年7月6日第一日
內部地板	内部地板為無裝飾面。
Internal floor	Livian new Disting Desmand Deducer
	Living room, Dining Room and Bedroom
	Finished with engineered timber flooring with timber skirting. Except following units:
	Flat H1 of Block 1 and Flat H2 of Block 2
	Internal floor are with bare finish.
	主人浴室及浴室
	土入冶至反冶至  牆壁:外露位置鋪砌瓷磚至假天花。假天花以上沒有飾面提供。
	個室·介醫և且鉀吻荒時主國人化。國人化以上沒有即面提供。 地板:外露位置鋪砌天然石。
	天花板:假天花以鋁板鋪砌。
	除以下單位:
	<u>第1座H1單位及第2座H2單位</u>
	海中的中华世界的"中华世界"。 牆壁、地板及天花板為無裝飾面。
浴室	
Bathroom	Master Bathroom and Bathroom
	Wall: finished with ceramic tiles where exposed and run up to the false ceiling. No finishes to be provided above
	false ceiling.
	Floor: finished with natural stones where exposed.
	Ceiling: false ceiling finished with aluminum panel.
	Except following units:
	Flat H1 of Block 1 and Flat H2 of Block 2
	Wall, floor and ceiling are with bare finish.
	牆壁:鋪砌不銹鋼板及瓷磚至假天花。廚櫃背牆身為水泥批盪,假天花以上沒有飾面提供。
	牆壁: 鋪砌不銹鋼板及瓷磚至假天花。廚櫃背牆身為水泥批盪, 假天花以上沒有飾面提供。 地板: 外露位置鋪砌瓷磚。
町長	地板:外露位置鋪砌瓷磚。
廚房 Kitchen	地板:外露位置鋪砌瓷磚。 天花板:假天花以鋁板鋪砌。
廚房 Kitchen	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:
	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: <b>第1座及第2座的E單位及F單位</b>
	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:

天花板:石膏板假天花及外露位置髹乳膠漆。
此台物料:人造石材。
第1座H1單位及第2座H2單位
牆壁、地板及天花板為無裝飾面。
And the first state of the second second second state of the second s
Wall: finished with stainless steel panel and ceramic tile and run up to false ceiling. No finishes to be provided
above false ceiling.
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. No finishes to be provided
above false ceiling.
Floor: finished with ceramic tiles where exposed.
Ceiling: gypsum plaster board false ceiling with emulsion paint where exposed.
Cooking bench: artificial stone.
Flat H1 of Block 1 and Flat H2 of Block 2
Wall, floor and ceiling are with bare finish.

## 室內裝置 Interior Fittings 細項 Item 描述 Description 入口大門 木面實心防火木門。裝設門鎖、暗氣鼓、防盜眼。 除以下單位: <u>第1座H1單位及第2座H2單位</u> 入口大門為木面實心防火木門。裝設門鎖、暗氣鼓。 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。 除以下房門: 第1座17樓A單位睡房1房門 房門為木面空心木門,裝設門鎖及暗氣鼓。 <u> 第 1 座 17 樓 G 單位睡房 1 房門</u> 房門為木面空心木門配以木皮飾面及塑料牆紙,裝設門鎖及暗氣鼓。 浴室門 木面空心木門,裝設門鎖。 廚房門 (如有) 木面實心防火木門配以防火玻璃,裝設門鎖及暗氣鼓。 洗手間及訪客洗手間 木面空心木門,裝設門鎖。 門 露台門、工作平台門及平台門 Door 安裝鋁門鑲配中空雙層玻璃及裝設門鎖(除A單位的工作平台門)。 A單位的工作平台門為安裝鋁門鑲配單片玻璃及裝設門鎖。 通往樓梯之後門 木面實心防火門配以防火玻璃及暗氣鼓。 Main Entrance Door Solid core fire rated timber door finished with timber veneer. Fitted with lockset, concealed door closer, eyeviewer. Except following units: Main entrance door of Flat H1 of Block 1 and Flat H2 of Block 2 Solid core fire rated timber door with timber veneer, fitted with lockset, concealed door closer. Master Bedroom Door, Bedroom Door, Maid's Room Door and Store Room Door Hollow timber door finished with timber veneer, fitted with lockset. Except following doors: Door for Bedroom 1 in Flat A on 17/F of Block 1 Hollow timber door finished with timber veneer, fitted with lockset and concealed door closer. Door for Bedroom 1 in Flat G on 17/F of Block 1 Hollow timber door finished with timber veneer and vinyl wallpapering, fitted with lockset and concealed door closer. Bathroom Door

	Hollow timber door finished with timber veneer, fitted with lockset. Kitchen Door (if any)
	Solid core fire rated timber door finished with timber veneer, fitted with fi re rated glass panel, locket and concealed door closer.
	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 insulated tinted glass and provided with lockset (except Utility Platform door of Flat A).
	Aluminium frame door fitted with single pane glass and lockset are provided for Utility Platform door of Flat A.
	Back Door leading to Stair Solid core fire rated timber door finished with timber veneer, fitted with fire rated glass panel and concealed door closer.
	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(除第1 座H1 單位及第2 座H2單位)。
	所有單位浴室裝有通風系統。
	以下單位之浴室裝設 1500 毫米(長) x700 毫米(寬) x430 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,主人浴室2,浴室1,浴室2,訪客洗手間及洗手間裝設搪瓷坐廁 、搪瓷洗面盆配鍍鉻水
	龍頭; 浴室1及浴室2 裝設1400毫米 (長)×700毫米 (寛)×400毫米 (高) 搪瓷鑄鐵浴缸配鍍鉻浴缸水龍頭; 第1座 H1 單位 第2座 H2 單位 第1座H1單位主人浴室1裝設1350毫米 (長)×1350毫米 (寬)×580米 (高) 纖維浴缸配鍍鉻浴缸水龍頭, 第1座
	H1單位主人浴室2裝設1200毫米 (長)×1200毫米 (寬)×580米 (高) 纖維浴缸配鍍鉻浴缸水龍頭. 第2座18樓H2單位主人浴室1及主人浴室2裝設 1000毫米 (直徑)×550米 (高) 圓形纖維浴缸配鍍鉻浴缸水龍頭. 第1座H1單位及第2座H2單位主人浴室1及主人浴室2的淋浴間裝設鍍鉻花灑套裝. 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」。
浴室 Bathroom	Timber vanity counter finished with metal frame and timber veneer and fitted with natural stone countertop. Timber mirror cabinet finished with timber 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 (except for Flat H1 of Block 1 and Flat H2 of Block 2).
	Ventilation system is provided for bathrooms of each flat.
	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, vitreous china water closet, vitreous china wash basin with chrome plated water mixer are provided for Master Bathroom 1, Master Bathroom 2, Bathroom 1, Bathroom 2, Guest Toilet and Lavatory; enamelled cast iron bathtub in size of 1400mm(L) x 700mm(W) x 400mm(D) with chrome plated bathtub mixer provided for Bathroom 1 and Bathroom 2; Flat H1 of Block 1 Flat H2 of Block 2
	Fiber bathtub in size of 1350mm(L) x 1350mm(W) x 580mm(D) with chrome plated bathtub mixer provided for Master Bathroom 1 of Flat H1 of Block 1, Fiber bathtub in size of 1200mm(L) x 1200mm(W) x 580mm(D) with chrome plated bathtub mixer provided for Master Bathroom 2 of Flat H1 of Block 1. Fiber round bathtub in size of 1000mm(diameter)x 550mm(D) with chrome plated bathtub mixer provided for Master Bathroom 1 and Master Bathroom 2 of Flat H2 of Block 2.
	Chrome plated shower set are provided for shower area for Flat H1 of Block 1 and Flat H2 of Block 2. For appliances provision, brand name and model number of appliances, please refer to "Appliances Schedule". 膠板飾面木製廚櫃及玻璃飾面門板、人造石材檯面、不銹鋼洗滌盆及鍍鉻水龍頭(除第1座H1單位及第2座 H2單位)。
廚房	第 1 座之 H1 單位及第 2 座之 H2 單位廚房裝設搪瓷洗滌盆配鍍鉻水龍頭。
Kitchen	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」中的「住宅單位機電裝置數量說明」。
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	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, glass finish door panel, kitchen countertop fitted with artificial stone, stainless steel sink and chrome plated sink and mixer (except for Flat H1 of Block 1 and Flat H2 of Block 2).
	Vitreous china wash basin with chrome plated water mixer are provided for Flat H1 of Block 1 and Flat H2 of Block 2.
	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 "Schedule of Mechanical & Electrical Provisions for Residential Property" in the "Sales Brochure for Residential Property".
	For appliances provision, brand name and model number of appliances, please refer to "Appliances Schedule".
睡房	沒有室內配件提供。
Bedroom	Not provided.
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」中的「住宅單位機電裝置數量說明」。 Telephone connection points are provided.
Telephone	For location and number of connection points, please refer to the "Schedule of Mechanical & Electrical Provisions for Residential Property" in 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」中的「住宅單位機電裝置數量說明」。 TV/FM outlets for local TV/FM programs are provided.
Aerials	For location and number of connection points, please refer to the "Schedule of Mechanical & Electrical Provisions for Residential Property" in the "Sales Brochure for Residential Property".
	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 D1 單位 第2座之 D2 單位
	第 2 座之 D2 單位 第 1 座 18 樓 H1 單位
	第 2 座 18 樓 H2 單位 導管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」中的「住宅單位機電裝置數量說明」。
	*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。
電力裝置 Electrical installations	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
	Flat D1 of Block 1
	Flat D2 of Block 2
	Flat H1 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 "Schedule of Mechanical & Electrical Provisions for Residential Property" in 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.
	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 2 座之 D2 單位
	以下單位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
氣體供應 Gas Supply	以下單位之廚房裝有煤氣喉並接駁煤氣熱水爐,煤氣裝置接駁點設於廚房內: 第1座之H1單位及第2座之H2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

	Towngas supply pipes are installed and connected to gas water heater for following unit: Flat E and Flat F of Block 1 and Block 2
	Towngas supply pipes are installed in kitchen and connected to gas water heater, gas connection point provided in kitchen for following units:
	Flat H1 of Block 1
	Flat H2 of Block 2
洗衣機接駁點	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」中的「住宅單位機電 裝置數量說明」。
Washing Machine	Washing Machine connection point is located in the kitchen. Water point and drain point are provided for washer
Connection point	dryer. For the locations please refer to the "Schedule of Mechanical & Electrical Provisions for Residential Property"
	in the "Sales Brochure for Residential Property".
	冷熱水供水系統採用銅喉管。
	冲廁供水系統採用膠喉管。
	所有單位之廚房及浴室的熱水由煤氣熱水爐供應。
	水管是部分隱藏及部分外露*。
供水	* 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。除第1 座之H1單位及第2 座之H2單位的 水管外,其他單位的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。
Water Supply	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.
	Water pipes are partly concealed and partly exposed*.
	* 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, except for the water pipes of Flat H1 of Block 1 and Flat H2 of
	Block 2.

## 雜項 Miscellaneous

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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 Lifts	設有 2 部「三菱」升降機(産品型號:Mitsubishi Elenessa MRL Lift )到達地庫、地下、1 樓至 17 樓(不設 4 樓、13 樓及 14 樓 )。
Litts	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。
水錶、電錶及氣體錶	每戶之獨立電錶設於大廈住宅樓層之電錶房/電錶櫃。 每戶設有獨立煤氣錶。
Water meter, electricity	母广政行殉江麻飛城。 Separate water meter for each flat is provided at Water Meter Cabinet on residential floor.
meter and gas meter	Separate electricity meter for each flat is provided at Electricity Meter Room or Electricity Meter Cabinet on
	residential floor.
	Separate gas meter is provided for each flat.

#### 保安設施 Security Facilities

細項 Item	描述 Description
Security System and Equipment	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。 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.
	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。
	at if lifts or appliances of the specified brand name or model number are not installed in the development, lifts or
appliances of comparable q	,
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	s 4/F, 13/F and 14/F are omitted.

		座數 Block				-座 E 樓-17:		CK 1		18 樓				上座 I		СК 2		18
設備	品牌名稱	樓層 Floor 產品型號				/F-17/				18 4 <del>4</del> 18/F				L/F-17/				10
<sup>政備</sup> Appliance	Brand Name	Model Number	Α	В	С	D1	E	F	G	H1	Α	В	C	D2	E	F	G	F
		PKFY-P63VKM-E.TH/PUMY-P125YKM	-	-	-	-	-	-	-	٧	-	-	-	-	-	-	-	
		PKFY-P50VHM-E/PUMY-P112YKM	٧	٧	٧	-	-	-	-	v	٧	v	٧	-	-	-	-	
		MSZ-GE42VA/MUZ-GE42VA	-	-	-	-	v	v	-	-	-	-	-	-	v	v	-	
		MSZ-GE50VA/MUZ-GE50VA	-	-	-	-	-	-	٧	-	-	-	-	-	-	-	v	T
		PKFY-P25VBM-E/PUMY-P112YKM	٧	٧	٧	٧	-	-	-	-	٧	v	v	v	-	-	-	Ī
冷氣機 A/C Unit	三菱電機 Mitsubishi Electric	PKFY-P32VHM-E/PUMY-P112YKM	-	-	-	v	-	-	-	-	-	-	-	v	-	-	-	
A/C Onit		MSZ-GE25VA/MUZ-GE25VA	-	-	-	-	v	v	٧	-	-	-	-	-	v	v	v	Ī
		PKFY-P100VKM-E.TH/PUMY-P112YK M	٧	-	-	٧	-	-	-	-	٧	-	-	v	-	-	-	Ī
		PKFY-P40VHM-E/PUMY-P112YKM	-	-	-	-	-	-	-	v	-	-	-	-	-	-	-	
		PKFY-P25VBM-E/PUMY-P125YKM	-	-	-	-	-	-	-	v	-	-	-	-	-	-	-	
		PKFY-P32VHM-E/PUMY-P125YKM	-	-	-	-	-	-	-	v	-	-	-	-	-	-	-	T
抽油煙機 Cooker Hood	西門子 Siemens	LC91BE542B	٧	v	٧	٧	v	v	v	-	v	v	v	v	v	v	v	T
	西門子 Siemens	ER326BB90X	v	v	v	v	-	-	v	-	v	v	v	v	-	-	v	t
煤氣煮食爐 Gas Cooking Hob		ER326AB92X	v	v	V	v	-	-	v	-	v	v	v	v	-	-	v	┢
<b>雷兴老</b> 众峰	西門子 Siemens	EH375FBB1E	-	-	-	-	v	v	-	-	-	-	-	-	v	v	-	
電磁煮食爐 nduction Cooking Hob	樂信牌	RIC-GS21E	-	-	-	-	-	-	-	v	-	-	-	-	-	-	-	
त <del>ाः</del> भव	Rasonic	KI86NAF31K	v	-	-	v	-	-	v	-	v	-	-	v	-	-	v	t
雪櫃 Refrigerator	西門子 Siemens	KI24LV20HK	-	v	v	-	v	v	-	-	-	v	v	-	v	v	-	-
洗衣/乾衣機	西門子	WK14D321HK	v	v	٧	v	v	v	v	-	v	v	v	v	v	v	v	T
Washer/Dryer 微波焗爐	Siemens 西門子	НF15M564НК	v	v	v	v	v	v	v	_	v	v	v	v	v	v	v	-
Microwave Oven	Siemens			-														+
酒櫃	Gorenje	XWCIU309BCX	٧	-	-	V	-	-	-	-	٧	-	-	V	-	-	-	+
Wine Cellar		XWCIU209BCX	-	V	٧	-	V	V	٧	-	-	V	V		V	V	V	_
抽氣扇	Vinvautz	VZ12BHK	-	-	-	-	-	-	V	-	-	-	-	-	-	-	-	_
⑪湫砌 Exhaust Fan	KDK	20WHC08	٧	٧	٧	٧	-	-	٧	-	٧	V	V	V	-	-	V	
浴室寶	KDK	23BWAH	٧	-	-	٧	-	-	٧	V	V	-	-	V	-	-	V	
Thermo Ventilator		40ВЕВН	-	٧	٧	٧	v	V	-	٧	-	v	V	V	V	V	-	
煤氣熱水爐	TGC	TSTW220TFQL	٧	-	-	٧	-	-	-	٧	٧	-	-	٧	-	-	-	
Gas Water Heater		TSTW160TFQL	-	٧	٧	-	٧	v	٧	-	-	٧	٧	-	V	v	٧	

買方簽署 Signature(s) of Purchaser(s)

## 第3部份:要約表格

(由投標者填寫)

## 致: 賣方

1. <u>要約</u>

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。

#### <u>參閱售樓說明書</u>

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)。

由投標者填寫

(由投標者填寫)

所承投購買的本物業:

青山公路青龍頭段 108 號"逸璟·龍灣"

□ <u>2</u> 座 <u>10</u> 樓 <u>D2</u> 單位

□ \_\_\_\_ 座 \_\_10 樓 \_\_D2 單位及地庫住宅停車位[ ]號

□ \_\_\_\_ 座 \_\_10 \_ 樓 \_\_D2 \_\_\_單位及優先認購一個非指定地庫住宅停車位

(請剔適用者)

第1節-投標者的資料	
姓名/公司名稱:	(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 支付)		

全額 (港幣)	銀行	銀行支票編號
	額(港幣)	額(港幣) 銀行

## 由投標者填寫

	90天優惠付款計劃		
1			
1.	臨時訂金為數:		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。
	港幣	元	
2.	樓價餘款為數:		即樓價的 95%, 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。
	港幣	元	
]	180天優惠付款計劃		
•	臨時訂金為數:		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
	港幣	元	5個工作日內簽署正式買賣合約。
2.	樓價餘款為數:		即樓價的95%,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。
	港幣	元	
]	360天優惠付款計劃		
	臨時訂金為數:		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,買方並需於其往
	港幣	元	5個工作日內簽署正式買賣合約。
	加付按金為數:		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。
	港幣	元	
i.	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360日內("成交日期")繳付。
	港幣	元	
]	1080天優惠付款計劃		
	臨時訂金為數:		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,買方並需於其往
	港幣	元	5個工作日內簽署正式買賣合約。
	加付按金為數:		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。
	港幣	元	
	樓價餘款為數:		
	】 港幣		

第4節-	中介ノ	人 ( <i>如有的話</i> )
地產代理	姓名:	
地產代理	俾照號砥	馬:
公司名稱	:	
電話號碼	:	
	人的聲明	
均無須就	中介人用	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 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 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	
以下文件	連同本打	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	S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. 由抄	是標者填	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)
viii.		先住後付優惠確認書 (未有填上日期) (如適用)
ix.		提早付清餘款現金回贈優惠確認書 (未有填上日期) (如適用)
X.		優先認購一個住客停車位確認書 (未有填上日期) (如適用)
xi.		有關送贈傢俱優惠之確認書 (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:

-++

- 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)。

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。

董事		
	姓名	香港身份証/護照號碼
1.		
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:
Х	Х
獲授權人士的姓名(如投標者為公司):	見證人姓名:
日期:	

[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. <u>Perusal of Sales Brochure</u>

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: (Please tick as appropriate)

 $\Box$  Flat <u>D2</u>, Floor <u>10</u>, Block <u>2</u>

□ Flat\_<u>D2</u>, Floor <u>10</u>, Block <u>2</u> and Residential Parking Space No. ( ) on Basement

□ Flat <u>D2</u>, Floor <u>10</u>, Block <u>2</u> and priority to purchase any one residential car parking space on Basement

## of L'AQUATIQUE, 108 Castle Peak Road, Tsing Lung Tau

Section 1 - Particulars of the Tenderer	
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\$):	

Amount (HK\$)	Bank	Cashier order no.
an amount of not less than HK\$100,000 of the		
reliminary deposit must be paid by cashier order(s))		
ar		n amount of not less than HK\$100,000 of the

Amount (HK\$)	Bank	Bank Cheque no.
	Amount (HK\$)	Amount (HK\$)     Bank

## TENDERER MUST COMPLETE THIS PAGE

	90 Days Payment Plan		
1.	Preliminary deposit in the sum of:	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.	Balance of Purchase Price in the sum of: HK\$	which is equal to 95% 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:	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.	Balance of Purchase Price in the sum of: HK\$	which is equal to 95% 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").	
	360 Days Payment Plan		
1.	Preliminary deposit in the sum of:	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:	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:	which is equal to 90% of the Purchase Price, being the balance of the Purchase Price shall be paid within 360 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:	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").	

Section	4 - Inter	mediary (if any)
Name of e	estate age	nt:
EA Licen	ce No. :	
Estate age	ency:	
Telephone	e No.:	
Declaratio	on regard	ng Intermediary (applicable only if an Intermediary is specified)
representa Intermedi involved i	ttion or u ary or an n any dis	confirm that the Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement indertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the yone for any such agreements, representations or undertaking made by the Intermediary. The Vendor is not and will not be putes between the Purchaser and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance conditions contained in this Tender Document.
Section	5 - Subi	nission checklist
The follo Notice):-	0	cuments are submitted together with this Tender Document (for details, please see paragraph 2.7 of the Tender
1. 🗆	Tende	r Document with the Offer Form completed and signed
2. 🗆	Cashi	er order(s) and/or bank cheque(s)
3. □	Tende	rer's identification documents
4. 🗆	Intern	nediary's license (if applicable)
5. Do	cuments	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.		Confirmation Letter regarding Occupation before Completion Benefit (if applicable) (undated)
ix.		Confirmation Letter regarding Cash Rebate for Early Settlement Benefit (if applicable) (undated)
x.	□ (unc	Confirmation Letter regarding the priority to purchase one residential car parking space (if applicable) lated)

Section 6 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)					
We de	clare and agree as follows:-				
1.	The table below set out the particulars of all the current directors of the Tenderer as at the date of this Offer Form.				
2.	All the procedures relating to the appointment as	the Tenderer's directors have been completed before the date of this Offer Form.			
3.	If we are the successful Tenderer, except with the Vendor's prior written approval, there shall be no change (including any reduction increase, substitution or replacement) of any of the Tenderer's directors for the period from (i) the date of the Offer Form to (ii) the date of the Letter of Acceptance.				
4.		shall at our own cost and expense provide all relevant corporate documents and and prove the number and identity of all of the Tenderer's directors as set out in the			
5.	The Vendor may refuse to sell the Property to the	Tenderer if there shall be any breach in the requirements in this Section.			
Dire	ctor(s)				
	Name	HKID Card / Passport No(s).:			
1.					
2.					
3.					
4.					
5.					

## Section 7 - Signature of the Tenderer and witness

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

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

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

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

## 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。)

- "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)
- Notice to purchasers relating to Personal Data Collection Statement # (undated) 個人資料收集聲明 # (未有填上日期)
- Acknowledgement Letter for Properties Viewing # (undated) 物業參觀確認書 # (未有填上日期)
- Acknowledgement Letter regarding Estate Agency # (undated)
   有關中介人之確認書 # (未有填上日期)
- Acknowledgement Letter Regarding A/C Platform # (undated)
   有關冷氣機平台的確認書 # (未有填上日期)
- 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)
- 9. 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)
- 10.
   Confirmation Letter regarding the priority to purchase one 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)
- Confirmation Letter regarding Free Furniture Offer (if applicable) (undated)
   有關送贈傢俱優惠之確認書 (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.

## <u>對買方的警告 – 買方請小心閱讀</u> <u>WARNING TO PURCHASERS – PLEASE READ CAREFULLY</u>

(a) 如你繼續進行購買本物業,你便須簽署正式買賣合約,在你簽立正式買賣合約之前,你應聘用律師,以保障你的權益,和 確保妥善完成購買本物業。

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

(b) 你可聘用你自己的獨立律師,以代表你進行購買本物業,你亦可聘用賣方的律師以同時代表你和賣方行事。

You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.

- (c) 現建議你聘用你自己的律師,你自己聘用的律師能在你購買本物業的每個階段,向你提供獨立意見。
   YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.
- (d) 倘若你聘用賣方的代表律師同時代表你行事,如你與賣方之間出現衝突,該律師未必能保障你的權益,屆時你始終需要聘用你自己的律師,在此情況下,你須支付的律師費總額,可能高於若你一開始便聘用你自己的律師的話會須支付的費用。 If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
- (c) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前,詳加考慮。

You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.

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)

## 關係申報表 Declaration of Relationship

日期 Date : \_\_\_\_\_\_ 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 LIMITED

賣方的控權公司:

Holding Companies of the Vendor: 2. 中冶海外工程有限公司 MCC Overseas Limited

編號 No.	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.
1		
2		
3		
4		

1. 中國冶金科工股份有限公司 Metallurgical Corporation of China Limited

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 to indicate the existence or absence of the relationship(s) concerned.

		頁万	買万編號 Purchaser No.		
		1	2	3	4
А.	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 confirm that I/we am/are independent third party, and am/are not a related party to the Vendor.				
В.	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				
	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				
	上述有聯繫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				

我 / 我們承諾如我 / 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 / 我們將以書面通知賣方。 I/We undertake to notify the Vendor in writing on any change of the above information on or prior to my/our signing of the formal Agreement for Sale and Purchase of the Property.

投標人簽署 Signature(s) of the Tenderer(s)簽署確認
Signature(s) of the Tenderer(s) to confirm: 1.\_\_\_\_\_\_2.\_\_\_\_3.\_\_\_\_4.\_\_\_4.\_\_\_\_4.\_\_\_\_4.\_\_4.\_\_\_4.\_\_\_4.\_\_\_4.\_\_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)(《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 (including the Vendor's Solicitors), and their associated companies (the "Vendor") use of your Personal Data and your rights under the Personal Data (Privacy) Ordinance (Cap. 486) (PDPO).

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

賣方需要買方的個人資料,例如姓名、電話號碼、住宅/郵寄地址作不同用途,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。 The Vendor needs the personal data of the Purchaser such as name, telephone 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

賣方在任何時候都會將買方的個人資料保密,惟賣方可能將買方的個人資料,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冶海外工程有限公司及其附屬公司),及/或任何適當的政府或監管機構作出披露和移轉。

The Vendor will keep the personal data of the Purchaser confidential at all times, but the Vendor may disclose and transfer such personal data to any companies within the MCC Group (including but not limited to Metallurgical Corporation of China Limited and MCC Overseas Limited and their subsidiaries) and/or any appropriate government or regulatory authorities for one or more of the purposes specified above.

#### 查閱及改正閣下資料 Access to and Correction of Your Information

閣下有權根據條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求,可以指定的書面形式向我們的資料保障主任提出,其地 址為香 港灣仔港灣道 1 號會展廣場辦公大樓 32 樓 3202-03 室。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。 You have the right to request access to and correction of Your Information in accordance with the provisions of the Ordinance. Any data access request or data correction request may be made by a prescribed form in writing to our Data Protection Officer at Room 3202-03, 32/F., Office Tower Convention Plaza, 1 Harbour Road, Wan Chai, Hong Kong. In accordance with the provisions of the Ordinance, we have the right to charge you a reasonable fee for processing and complying with your data access request.

### 在直接促銷中使用閣下資料 Use of Your Information in Direct Marketing

另賣方擬使用買方於臨時買賣合約及其他就物業買賣的相關文件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 方式向買方進行直接促銷(僅限於提供關於地產物業或租務的資料和更新)。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促銷中使用閣下資料或向其他人士提供閣下資料以供其在直接促銷中使用,請在以 下空格加上「√」,然後簽署。行使閣下選擇不接受直接促銷的權利。閣下亦可在任何時候致函以上「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 name, telephone number, home/postal address) as provided in Preliminary Agreement of Sale and Purchase and other documents in relation to the sale and purchase of the Property to conduct direct marketing (restricted to providing information and updates relating to real estate properties and leasing matters) to the Purchaser via phone calls and/or by post. The Vendor may also share such personal data with any member company in the MCC Group for direct marketing activities 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 Information to other persons for their use in direct marketing as described above, please tick  $\lceil \checkmark \rfloor$  the appropriate box(es) at the end of this Statement to exercise your opt-out right. You may also write to us at the address set out in "Access to and correction of Your Information" section above to opt out from direct marketing at any time.

□ 本人/吾等反對使用本人/吾等的個人資料於發展項目內之物業的直接促銷

I /We object to the proposed use of my/our personal data for use in direct marketing for properties of the Development.

## 物業參觀確認書

## Acknowledgement Letter for Properties Viewing

		Property :			
座數	Block _	樓層 Floor/F_單位 Flat			
投標人名稱 Name of Tenderer(s)			身份語	登/護照/商業	登記證號碼 I.D./Passport/B.R. No.
本人	(我們即			下事項:	
		dersigned, hereby confirm below prior to my/ou se specify:	r signing of the prel	iminary agree	ement for sale and purchase of the Property:
	I/We	、/我們確認於簽署該物業之臨時買賣合約前, hereby confirm that the Vendor has made the P ement for sale and purchase of the Property:			1參觀: 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 da purchase of the Property 參觀該物業日期 Date of viewing of the Prop	ate stated below price		。 igning of the preliminary agreement for sale and
			或 OR		
		但經充份考慮後本人/我們自主選擇決定於 but after due consideration and out of my/o signing of the preliminary agreement for sale	our free will and ch	oice I/we de	不參觀該物業。 cided not to view the Property prior to my/our
****	*****	**********	*****	*****	**********
□ 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 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 Vend					
	com				my/our signing of the preliminary agreement for
		且本人/我們已於下述日期於簽署該物業之 and I/we have viewed the comparable reside agreement for sale and purchase of the Prope	ntial property on the		物業相若的住宅物業。 below prior to my/our signing of the preliminary
		參觀與該物業相若的住宅物業日期: Date of viewing the comparable re property:	esidential		
		與該物業相若的住宅物業: 逸璟·龍灣 第_	座	樓	單位
	Con	nparable residential property : Flat	on Floor o	of Block	of L'AQUATIQUE
			<u>或 OR</u>		
		但經充份考慮後本人/我們自主選擇決定於 but after due consideration and out of my/ property prior to my/our signing of the prelin	our free will and c	choice I/we d	lecided not to view the comparable residentia

<u>Annex5附件5</u>

## <u>賣方資料表格</u> <u>Vendor's Information Form</u>

本賣方資料表格由賣方提供。This Vendor's Information Form is provided by the Vendor.

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.

(a) 須就該物業支付的管理費用的款額: 見管理費用附表
 The amount of the management fee that is payable for the Property: See management fee table

- (b) 須就該物業繳付的地稅(如有的話)的款額: 見地稅附表
   The amount of the Government rent (if any) that is payable for the Property: See Government rent table
- (c) 業主立案法團(如有的話)的名稱: 逸璟·龍灣業主立案法團
   The name of the owners' incorporation (if any): The Incorporated Owners of L'AQUATIQUE
- (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
- (c) 賣方自政府或管理處接獲的關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知: 沒有
   Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development: Nil
- (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 Vendor: Nil

印製日期 Date of Printing: 19/3/2024

買方現確認在簽署該物業之臨時買賣合約之前,買方已收到此份賣方資料表格。

The Purchaser(s) hereby acknowledge(s) the receipt of a copy of this Vendor's Information Form prior to the Purchaser's(s') signing of the Preliminary Agreement for sale and purchase of the Property.

投標人簽署 Signature(s) of the Tenderer(s)

# 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)
2	10	D2	HK\$4,887

# <u>地稅附表</u>

# **Government Rent Table**

座數 Block	樓層 Floor	單位 Flat	地稅的款額(每季) The amount of the Government rent(per quarter)
2	10	D2	HK\$1,923.75

#### <u>Annex 6 附件 6</u>

## 有關中介人之確認書

### Acknowledgement Letter regarding Estate Agency

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 \_\_\_

賣方 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.

地產代理公司 Estate Agency

地產代理經紀 Estate Agent

地產代理牌照號碼 Estate Agent License No.:

投標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。

The Tenderer(s) hereby confirms that the Estate Agent has introduced the Tenderer(s) to the Vendor for the purchase of the Property by a Preliminary Agreement for Sale and Purchase on the date hereof.

投標人確認知悉及確認下列事項:

The Tenderer(s) acknowledge(s) and confirm(s) the following:

 任何中介人均沒有代賣方作出、亦没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 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 Purchase of the Property.

5. 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)

## 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. 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 Property will be installed in areas/platforms forming part of the common areas and facilities of the Development, and are not directly accessible 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進行分體式空調機(包括室外機)之維修,保養,安裝,替換,等

工作(「該工作」)向發展項目的經理人(「經理人」)預先作出安排(包括使用吊船)。

The Purchaser(s) shall make prior arrangements (including the use of gondola) with the manager of the Development (the "Manager") to gain access to the A/C Platform and the location of the connecting pipes and conduits relating to the relevant air conditioner(s) for the purpose of carrying out repair, maintenance, installation, replacement, etc. of the split-type air conditioner(s) (including the outdoor unit(s)) (the "Work").

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 Works can be conducted at any desired time. Fees (to be determined by the ("Manager") may be charged for making any arrangements ancillary to the Works.

- 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 knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.
- 5. 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 the Tenderer(s)

## <u>Annex 8 附件 8 (1/2)</u>

# <u>「</u>先住後付」優惠確認信

# Confirmation Letter regarding Occupation before Completion Benefit

•		展項目: 逸璟·龍灣 L'AQUATIQUE				
Property <sup>2</sup>	物業:					
座數 Blo	ck	婁層 Floor/F_單位 Flat				
賣方 Ven	ndor : ]	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.				
支付	付條款	Terms of Payment: 🗌 360 天優惠付款計劃 360 Days Payment Plan				
	nary Ag	r purchase of the Property under the Preliminary Agreement for Sale and Purchase you entered into on the date hereof (the reement") and your choice of the Terms of Payment. The Terms of Payment are applicable subject to the following terms and				
閣下於本	<b>区国日</b> 期	J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.	閤	「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」)。				
	Purc	shall execute the formal Agreement for Sale and Purchase in respect of the Property (the "Formal Agreement for Sale and chase") within 5 working days after signing the Preliminary Agreement in accordance with the terms and conditions contained are Preliminary Agreement.				
2.		、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 E何修改 )。				
	You shall execute a licence agreement of the Property (in such form as the Vendor may prescribe and you shall not request a amendment thereto) for the pre-completion occupation of the Property (the "Licence Agreement") simultaneously when you execute the Formal Agreement for Sale and Purchase.					
3.	就上	_述許可協議·閣下確認知悉並同意以下各項:				
	You	acknowledge and agree to the following regarding the Licence Agreement:				
	(a)	買方已向賣方繳付不少於10%之樓價;				
		The Purchaser has paid to the Vendor not less than 10% of the purchase price of the Property; 許可佔用期將由賣方在許可協議中指定之日期開始,並延續至正式合約中所訂明之成交日期為止,或如成交將提早				
	(b)					
		發生,至該成交發生日期為止; The licence period shall commence on the day as designated by the Vendor in the Licence Agreement and continue until the				
		completion date as stipulated in the Formal Agreement for Sale and Purchase, OR if completion shall take place earlier, until the date on which completion takes place;				
	(c)	許可佔用期之許可費用金額為所購住宅物業之樓價的 3% · 並分為 6 期由閣下作為買方繳付(即每期金額為所購住宅				
		物業之樓價的 0.5%)。許可費用金額的第一期款額將需於簽署正式合約之日期後第 60 天支付,並將需於之後每 60				
		天繳付一期的許可費用款額,直至此買賣按正式合約成交,或如成交將提早發生,至該成交發生日期為止。受限於				
		正式合約及/或許可協議中的條款及條件,買方所向賣方支付的佔用許可費(即樓價的 3%或如成交提早發生則不足				
		3%)將在買方完成此買賣時被直接用於支付部份的樓價餘額。惟倘買方違反許可協議中的任何條款(包括任何付款條				
		款),則賣方有權不退回佔用許可費或其中的任何部分。				
		The licence fee for the licence period equals to 3% of the purchase price of the residential property purchased and is payable by you as the Purchaser in six (6) instalments (i.e. each instalment equals to 0.5% of the purchase price of the residential property purchased). The first instalment of the licence fee shall be payable on the 60th day after the date of signing of the Formal Agreement for Sale and Purchase, and each subsequent instalment shall be payable every sixty (60) days thereafter until completion of the sale and purchase of the Property in accordance with the Formal Agreement for Sale and Purchase, OR if completion shall take place earlier, until the date on which completion takes place. Subject to the terms and conditions under the Formal Sale and Purchase Agreement and/or the Licence Agreement, the licence fee as paid by the Purchaser to the Vendor (i.e. in the amount equal to 3% of the purchase price OR less than 3% thereof if completion takes place earlier) shall be directly applied for settlement of part of the balance of the purchase price of the Property upon completion of the sale and purchase thereof provided that the Vendor is entitled not to refund the licence fee or any part thereof to the Purchaser if the Purchaser fails to comply with any of the terms as stated in the Licence Agreement (including any terms of payment)).				
	(d)	買方必須負責繳付許可協議之印花稅裁定費及印花稅(如有)·擬備及簽署許可協議所需之律師費及雜費及於許可佔用				
	(4)	期內該住宅物業之管理費、差餉、地租及其它開支等。				

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

4. 在閣下完全遵守、履行及符合於本函、臨時合約、正式合約及許可協議中所列的條款及條件以及此物業買賣已完成的前 提下(包括但不限於閣下作為買方依照正式合約訂定的日期付清物業的每一期樓款及餘款#·及妥為及時地支付每一期的 許可費用)·買方將可獲賣方退回已收取之許可費用·而相關的退回方式由賣方全權指定(包括但不限於將該許可費用或 其中的任何部分用作直接支付部份的樓價餘款)。

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 Formal Agreement for Sale and Purchase and the Licence Agreement on your part and the completion of the sale and purchase of the Property (including without limitation that you as the Purchaser having settled each part payment and the balance of the Purchase Price# according to the respective dates as stipulated in the Formal Agreement for Sale and Purchase and having duly paid each instalment of the licence fee on time), the licence fee as received by the Vendor will be returned to you as the Purchaser in such manner as absolutely prescribed by the Vendor (including but not limited to applying the licence fee or part thereof directly for settlement of part of the balance of the Purchase Price).

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

5. 在閣下作買方完全遵守、履行及符合於本函的條款及條件的前提下,上述的支付條款方會適用於此物業買賣。若閣下未 能遵守、履行或符合本函內任何條款或條件,賣方則有權即時撤銷上述的支付條款,且此並不損害賣方在適用法律下於 本函之下所得的或其他權利、補償及申索。

The above Terms of Payment shall apply to this sale and purchase of the Property subject strictly to the full observance and performance of and compliance with the terms and conditions as set out in this Letter on your part as the Purchaser. In the event that you fail to observe perform or comply with any of the terms and conditions as contained herein, the Vendor shall be entitled to withdraw the above Terms of Payment forthwith without prejudice to the Vendor's other rights remedies and claims as the Vendor may be entitled under this Letter or otherwise under the applicable laws.

6. 即使本函任何一方未能遵守或履行其於本函下之任何責任,其均不會以任何方式損害、變更及/或影響臨時合約及/或正式 合約的運作、有效性及/或可強制執行性,或於臨時合約及/或正式合約中各方的權利、義務及/或責任。為免生疑問,若賣 方未能履行其於本函內之責任,閣下作為買方仍須遵守及履行臨時合約及正式合約內的所有條款及條件,以及必須按臨 時合約及正式合約內的條款完成購買此物業。所有按或就本函提出的或與本函有關連的而將可由閣下針對賣方提出的申 索,只能是為取得損害賠償的申索。

Any failure by any party hereto to observe and/or perform any of its obligations hereunder shall not in any way prejudice, vary and/or affect the operation, validity and/or enforceability of the Preliminary Agreement or the Formal Agreement for Sale and Purchase, or the rights, duties and/or obligations of the parties to the Preliminary Agreement or the Formal Agreement for Sale and Purchase. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, you as the Purchaser shall remain liable to be bound to observe and perform all the terms and conditions in the Preliminary Agreement and the Formal Agreement for Sale and Purchase and to complete the purchase of the Property in accordance with the provisions of the Preliminary Agreement and Formal Agreement for Sale and Purchase. 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.

 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.

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.

### 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.

### <u>Annex 8 附件 8 (1/2)</u>

# <u>「</u>先住後付」優惠確認信

# Confirmation Letter regarding Occupation before Completion Benefit

Developm	ent 發/	表項目: 逸璟·龍灣 L'AQUATIQUE			
Property	勿業:				
座數 Bloc	kt	婁層 Floor/F_單位 Flat			
賣方 Vend	lor : 1	NAN HUA INTERNATIONAL ENGINEERING COMPANY LIMITED			
ŧ	没標人	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			
	ary Ag	r purchase of the Property under the Preliminary Agreement for Sale and Purchase you entered into on the date hereof (the reement") and your choice of the Terms of Payment. The Terms of Payment are applicable subject to the following terms and			
閣下於本日	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.	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」)。			
	Purc	shall execute the formal Agreement for Sale and Purchase in respect of the Property (the "Formal Agreement for Sale and hase") within 5 working days after signing the Preliminary Agreement in accordance with the terms and conditions contained e Preliminary Agreement.			
2.		「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 [何修改)。			
	ame	shall execute a licence agreement of the Property (in such form as the Vendor may prescribe and you shall not request any ndment thereto) for the pre-completion occupation of the Property (the "Licence Agreement") simultaneously when you ute the Formal Agreement for Sale and Purchase.			
3. 就上述許可協議·閣下確認知悉並同意以下各項:					
	You	acknowledge and agree to the following regarding the Licence Agreement:			
	(b)	買方已向賣方繳付不少於10%之樓價;			
		The Purchaser has paid to the Vendor not less than 10% of the purchase price of the Property;			
	(b)	許可佔用期將由賣方在許可協議中指定之日期開始,並延續至正式合約中所訂明之成交日期為止,或如成交將提早			
		發生,至該成交發生日期為止;			
		The licence period shall commence on the day as designated by the Vendor in the Licence Agreement and continue until the completion date as stipulated in the Formal Agreement for Sale and Purchase, OR if completion shall take place earlier, until the date on which completion takes place;			
	(c)	許可佔用期之許可費用金額為所購住宅物業之樓價的 9% · 並分為 18 期由閣下作為買方繳付(即每期金額為所購住宅			
		物業之樓價的 0.5%)。許可費用金額的第一期款額將需於簽署正式合約之日期後第 60 天支付,並將需於之後每 60			
		天繳付一期的許可費用款額,直至此買賣按正式合約成交,或如成交將提早發生,至該成交發生日期為止。受限於			
		正式合約及/或許可協議中的條款及條件 · 買方所向賣方支付的佔用許可費(即樓價的 9%或如成交提早發生則不足			
		9%)將在買方完成此買賣時被直接用於支付部份的樓價餘額。惟倘買方違反許可協議中的任何條款(包括任何付款條			
		款),則賣方有權不退回佔用許可費或其中的任何部分。			
		The licence fee for the licence period equals to 9% of the purchase price of the residential property purchased and is payable			
		by you as the Purchaser in eighteen (18) instalments (i.e. each instalment equals to 0.5% of the purchase price of the residential property purchased). The first instalment of the licence fee shall be payable on the 60th day after the date of signing of the Formal Agreement for Sale and Purchase, and each subsequent instalment shall be payable every sixty (60)			
		days thereafter until completion of the sale and purchase of the Property in accordance with the Formal Agreement for Sale and Purchase, OR if completion shall take place earlier, until the date on which completion takes place. Subject to the terms and conditions under the Formal Sale and Purchase Agreement and/or the Licence Agreement, the licence fee as paid by the			
		Purchaser to the Vendor (i.e. in the amount equal to 9% of the purchase price OR less than 9% thereof if completion takes			
		place earlier) shall be directly applied for settlement of part of the balance of the purchase price of the Property upon completion of the sale and purchase thereof provided that the Vendor is entitled not to refund the licence fee or any part thereof to the Purchaser if the Purchaser fails to comply with any of the terms as stated in the Licence Agreement (including any terms of payment)).			
	(c)	買方必須負責繳付許可協議之印花稅裁定費及印花稅(如有)·擬備及簽署許可協議所需之律師費及雜費及於許可佔			

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用期內該住宅物業之管理費、差餉、地租及其它開支等。

#### Annex 8 附件 8 (2/2)

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

4. 在閣下完全遵守、履行及符合於本函、臨時合約、正式合約及許可協議中所列的條款及條件以及此物業買賣已完成的前 提下(包括但不限於閣下作為買方依照正式合約訂定的日期付清物業的每一期樓款及餘款#·及妥為及時地支付每一期的 許可費用)·買方將可獲賣方退回已收取之許可費用·而相關的退回方式由賣方全權指定(包括但不限於將該許可費用或 其中的任何部分用作直接支付部份的樓價餘款)。

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 Formal Agreement for Sale and Purchase and the Licence Agreement on your part and the completion of the sale and purchase of the Property (including without limitation that you as the Purchaser having settled each part payment and the balance of the Purchase Price# according to the respective dates as stipulated in the Formal Agreement for Sale and Purchase and having duly paid each instalment of the licence fee on time), the licence fee as received by the Vendor will be returned to you as the Purchaser in such manner as absolutely prescribed by the Vendor (including but not limited to applying the licence fee or part thereof directly for settlement of part of the balance of the Purchase Price).

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

5. 在閣下作買方完全遵守、履行及符合於本函的條款及條件的前提下 · 上述的支付條款方會適用於此物業買賣。若閣下未 能遵守、履行或符合本函內任何條款或條件 · 賣方則有權即時撤銷上述的支付條款 · 且此並不損害賣方在適用法律下於 本函之下所得的或其他權利、補償及申索。

The above Terms of Payment shall apply to this sale and purchase of the Property subject strictly to the full observance and performance of and compliance with the terms and conditions as set out in this Letter on your part as the Purchaser. In the event that you fail to observe perform or comply with any of the terms and conditions as contained herein, the Vendor shall be entitled to withdraw the above Terms of Payment forthwith without prejudice to the Vendor's other rights remedies and claims as the Vendor may be entitled under this Letter or otherwise under the applicable laws.

6. 即使本函任何一方未能遵守或履行其於本函下之任何責任·其均不會以任何方式損害、變更及/或影響臨時合約及/或正式 合約的運作、有效性及/或可強制執行性·或於臨時合約及/或正式合約中各方的權利、義務及/或責任。為免生疑問·若賣 方未能履行其於本函內之責任·閣下作為買方仍須遵守及履行臨時合約及正式合約內的所有條款及條件·以及必須按臨 時合約及正式合約內的條款完成購買此物業。所有按或就本函提出的或與本函有關連的而將可由閣下針對賣方提出的申 索·只能是為取得損害賠償的申索。

Any failure by any party hereto to observe and/or perform any of its obligations hereunder shall not in any way prejudice, vary and/or affect the operation, validity and/or enforceability of the Preliminary Agreement or the Formal Agreement for Sale and Purchase, or the rights, duties and/or obligations of the parties to the Preliminary Agreement or the Formal Agreement for Sale and Purchase. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, you as the Purchaser shall remain liable to be bound to observe and perform all the terms and conditions in the Preliminary Agreement and the Formal Agreement for Sale and Purchase and to complete the purchase of the Property in accordance with the provisions of the Preliminary Agreement and Formal Agreement for Sale and Purchase. 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.

 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.

## 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.

<u>Annex 9 附件 9 (1/2)</u>
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## 「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 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: 260 天優惠付款計劃 360 Days Payment Plan

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‧賣方將可給予閣下「180 天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 180 Days Early Settlement" Benefit (as more particularly defined below) but 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有關物業的正式買賣合約(「正式合約」)。

You shall execute the formal Agreement for Sale and Purchase in respect of the Property (the "Formal Sale and Purchase Agreement") within 5 working days after signing the Preliminary Agreement in accordance with the terms and conditions contained in the Preliminary Agreement.

 在閣下完全遵守、履行及符合於本函、臨時合約及正式合約中所列的條款及條件的前提下,閣下作為買方將可享有「180天提 早付清餘款現金回贈」優惠(「現金回贈優惠」)。在賣方根據下方列明的條款及形式向閣下提供所適用的現金回贈後,賣方於 本函中有關此現金回贈優惠的責任(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 Formal Agreement for Sale and Purchase on your part, you shall be entitled to the "Cash Rebate for 180 Days Early Settlement" Benefit (the "Cash Rebate Benefit"). Upon provision to you of the applicable cash rebate according to the terms and in the manner as particularized below by the Vendor, the Vendor's obligation in relation to this Cash Rebate Benefit under this Letter, if any, shall be absolutely discharged.

3. 若閣下未能遵守、履行或符合本函、臨時合約及/或正式合約內的任何條款或條件,賣方有權即時撤銷此現金回贈優惠及/或要求閣下支付與閣下可已享受的現金回贈相當價值的金額,且此並不損害賣方在適用法律下於本函、臨時合約、正式合約及/或 其他權利、補償及申索。

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 and/or the Formal Agreement for Sale and Purchase, the Vendor shall be entitled to withdraw this Cash Rebate Benefit and/or request from you for payment of an amount equivalent to the value of any cash rebate as already enjoyed by you forthwith without prejudice to the Vendor's other rights remedies and claims under this Letter, the Preliminary Agreement, the Formal Agreement for Sale and Purchase and/or otherwise under the applicable laws.

4. 如買方於簽署臨時買賣合約後的 180 天內#提前付清樓價餘款,則可獲賣方送出價值當該相關樓價之 2% 的現金回贈 (即「180

天提早付清餘款回贈」優惠)。付清樓價日期以賣方代表律師真實收到所有樓價款項之日期為準。

A cash rebate of 2% of the Purchase Price will be given to the Purchaser if the Purchaser settles the balance of the Purchase Price within 180 days# after signing the preliminary agreement for sale and purchase (i.e. "Cash Rebate for 180 Days Early Settlement" Benefit). The date of settlement of the Purchase Price shall be the date on which all the Purchase Price is actually received by the Vendor's solicitors. #以賣方代表律師實際收到款項日期計算

# To be determined by the actual date of payment(s) received by the Vendor's solicitors

5. 於完成交易時,並在買方已清付指明住宅物業的樓價餘款的前提下,此現金回贈優惠下的現金回贈款額將直接用於支付或被視

作已直接用作支付部分的樓價餘款。為免生疑問,此現金回贈優惠不得用於除上述支付部分的樓價餘款以外的其他任何目的。

Upon completion and subject to settlement of the balance of the purchase price of the specified residential property by the Purchaser, the amount of cash rebate under this Cash Rebate Benefit will be directly applied or deemed to have been directly applied for part payment of the balance of the purchase price. For the avoidance of doubt, this Cash Rebate Benefit shall not be applied for any purpose other than for part payment of the balance of the purchase price as aforesaid.

6. 本函為一獨立於臨時合約及正式合約之協議,而本函的任何內容均不得視作取替或更改臨時合約及/或正式合約內的任何條款及/或條件。賣方可在所有臨時合約及正式合約下享有之權利及補償均不受本函影響。本函乃由本函各方之間訂立且獨立於閣下於購買此物業時所簽訂的臨時合約及正式合約之協議,本函的任何內容、以及即使本函中任何一方未能遵守及/或履行其於本函下之任何責任,均不會以任何方式損害、變更及/或影響臨時合約及/或正式合約的運作、有效性及/或可強制執行性,及/或臨時合約及/或正式合約中各方的權利、義務及/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,並須按臨時合約及正式合約的條款完成購買此物業。所有按或就本函提出的或與本函有

關連的而將可由閣下針對賣方提出的申索,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 Formal Agreement for Sale and Purchase and nothing as contained in this Letter shall be deemed to supersede or vary any terms and/or conditions of the Preliminary Agreement and/or the Formal Agreement for Sale and Purchase. All the rights and remedies as the Vendor shall be entitled to under the Preliminary Agreement and the Formal Agreement for Sale and Purchase. All the rights and remedies as the Vendor shall be entitled to under the Preliminary Agreement and the Formal Agreement for Sale and Purchase shall not be affected by this Letter. This Letter constitutes an agreement between the parties hereto independent from the Preliminary Agreement and the Formal Agreement for Sale and Purchase as signed by you for the purchase of the Property, and nothing herein contained and/or any failure by any party hereto to observe or perform any of its obligations hereunder shall in any way prejudice, vary and/or affect the operation, validity and/or enforceability of the Preliminary Agreement and/or the Formal Agreement for Sale and Purchase, and/or the rights, duties and/or obligations of the parties to the Preliminary Agreement and/or the Formal Agreement for Sale and Purchase. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, you shall remain liable to be bound to observe and perform all the terms and conditions in the Preliminary Agreement and the Formal Agreement for Sale and Purchase, and to complete the sale and purchase. 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.

- 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.
- 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. 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)

<u>Annex 9 附件 9 (1/3)</u>	)
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## 「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 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

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‧賣方將可給予閣下「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 (as more particularly defined below) but 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有關物業的正式買賣合約 (「正式合約」)。 You shall execute the formal Agreement for Sale and Purchase in respect of the Property (the "Formal Sale and Purchase Agreement") within 5 working days after signing the Preliminary Agreement in accordance with the terms and conditions contained in the Preliminary Agreement.
- 在閣下完全遵守、履行及符合於本函、臨時合約及正式合約中所列的條款及條件的前提下,閣下作為買方將可享有「提早付清 餘款現金回贈」優惠(「現金回贈優惠」)。在賣方根據下方列明的條款及形式向閣下提供所適用的現金回贈後,賣方於本函中 有關此現金回贈優惠的責任(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 Formal Agreement for Sale and Purchase on your part, you shall be entitled to the "Cash Rebate for Early Settlement" Benefit (the "Cash Rebate Benefit"). Upon provision to you of the applicable cash rebate according to the terms and in the manner as particularized below by the Vendor, the Vendor's obligation in relation to this Cash Rebate Benefit under this Letter, if any, shall be absolutely discharged.

 若閣下未能遵守、履行或符合本函、臨時合約及/或正式合約內的任何條款或條件,賣方有權即時撤銷此現金回贈優惠及/或要 求閣下支付與閣下可已享受的現金回贈相當價值的金額,且此並不損害賣方在適用法律下於本函、臨時合約、正式合約及/或 其他權利、補償及申索。

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 and/or the Formal Agreement for Sale and Purchase, the Vendor shall be entitled to withdraw this Cash Rebate Benefit and/or request from you for payment of an amount equivalent to the value of any cash rebate as already enjoyed by you forthwith without prejudice to the Vendor's other rights remedies and claims under this Letter, the Preliminary Agreement, the Formal Agreement for Sale and Purchase and/or otherwise under the applicable laws.

4. 如買方於正式合約中訂明的付款日期之前#提前付清樓價餘款(而須早於正式合約中訂明的付款限期日),買方則可享有根據以下 列表及相關情況下所適用的現金回贈。付清樓價日期以賣方代表律師真實收到所有樓價款項之日期為準。 Where the Purchaser settles the balance of the Purchase Price in advance of the date of payment# as specified in the Formal Agreement for Sale and Purchase (which shall be earlier than the due date of payment as specified therein), the Purchaser shall be entitled to a cash rebate as may be applicable in the relevant circumstances according to the table below. The date of settlement of the Purchase Price shall

be the date on which all the Purchase Price is actually received by the Vendor's solicitors. #以賣方代表律師實際收到款項日期計算

# To be determined by the actual date of payment(s) received by the Vendor's solicitors

<u>Annex9 附件9 (2/3)</u>

「提早付清餘款現金回贈」列表

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 90 天內	樓價 5%
Within 90 days after the date of signing of the Preliminary Agreement for Sale and Purchase	5% of the Purchase Price
簽署臨時買賣合約的日期後 91 天至 180 天內	樓價 4%
Within 91 days to 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 540 天內	樓價 2%
Within 181 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. 於完成交易時,並在買方已清付指明住宅物業的樓價餘款的前提下,此現金回贈優惠下的現金回贈款額將直接用於支付或被視作已直接用作支付部分的樓價餘款。為免生疑問,此現金回贈優惠不得用於除上述支付部分的樓價餘款以外的其他任何目的。 Upon completion and subject to settlement of the balance of the purchase price of the specified residential property by the Purchaser, the amount of cash rebate under this Cash Rebate Benefit will be directly applied or deemed to have been directly applied for part payment of the balance of the purchase price. For the avoidance of doubt, this Cash Rebate Benefit shall not be applied for any purpose other than for part payment of the balance of the purchase price as aforesaid.
- 6. 本函為一獨立於臨時合約及正式合約之協議,而本函的任何內容均不得視作取替或更改臨時合約及/或正式合約內的任何條款及/或條件。賣方可在所有臨時合約及正式合約下享有之權利及補償均不受本函影響。本函乃由本函各方之間訂立且獨立於閣下於購買此物業時所簽訂的臨時合約及正式合約之協議,本函的任何內容、以及即使本函中任何一方未能遵守及/或履行其於本函下之任何責任,均不會以任何方式損害、變更及/或影響臨時合約及/或正式合約的運作、有效性及/或可強制執行性,及/或臨時合約及/或正式合約中各方的權利、義務及/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,並須按臨時合約及正式合約的條款完成購買此物業。所有按或就本函提出的或與本函有關連的而將可由閣下針對賣方提出的申索,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 Formal Agreement for Sale and Purchase and nothing as contained in this Letter shall be deemed to supersede or vary any terms and/or conditions of the Preliminary Agreement and/or the Formal Agreement for Sale and Purchase. All the rights and remedies as the Vendor shall be entitled to under the Preliminary Agreement and the Formal Agreement for Sale and Purchase shall not be affected by this Letter. This Letter constitutes an agreement between the parties hereto independent from the Preliminary Agreement and the Formal Agreement for Sale and Purchase as signed by you for the purchase of the Property, and nothing herein contained and/or any failure by any party hereto to observe or perform any of its obligations hereunder shall in any way prejudice, vary and/or affect the operation, validity and/or enforceability of the Preliminary Agreement and/or the Formal Agreement for Sale and Purchase, and/or the rights, duties and/or obligations of the parties to the Preliminary Agreement and/or the Formal Agreement for Sale and Purchase, and/or the rights, duties and/or obligations of the parties to the Preliminary Agreement and/or the Formal Agreement for Sale and Purchase, and/or the rights, duties and/or obligations of the parties to the Preliminary Agreement and/or the Formal Agreement for Sale and Purchase, and to observe and perform all the terms and conditions in the Preliminary Agreement and the Formal Agreement for Sale and Purchase, and to complete the sale and purchase of the Property in accordance with the terms and conditions of the Preliminary Agreement and the Formal Agreement for Sale and Purchase, and to complete the sale and purchase. 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.

## <u>Annex 9 附件 9 (3/3)</u>

 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.

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.

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)

## <u>「提早付清餘款現金回贈」優惠表格</u> Cash Rebate Form for "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 \_\_\_\_\_ 致 To : 賣方 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.

#### 聯絡電話 Tel. No. :

買方現聲明就上述物業將於簽署臨時合約後的 180 天内付清樓價餘額 ·現向賣方申請樓價 2%之「180 天提早付清餘款現金回 贈」。

買方於此確認其明白並同意 · 必須於買方意欲完全付清上述物業樓價之日期前的 14 天內將填妥之本表格寄回或經傳真發送到 NAN HUA INTERNATIONAL ENGINEERING COMPANY LIMITED (即賣方)的指定地址(九龍尖沙咀科學館道 1 號康宏廣場 19 樓 1914 室)或指定傳真號碼(2180-6410)。經賣方核實所有相關資料後 · 並於完成交易時及在買方清付指明住宅物業的樓價餘款的前 提下 · 買方於「180 天提早付清餘款現金回贈」優惠下可享有及適用的現金回贈款額將直接用於支付或被視作已直接用作支付部 分的樓價餘款。為免生疑問 · 此「180 天提早付清餘款現金回贈」優惠不得用於除上述支付部分樓價餘款以外的其他任何目的。

買方同時明白及同意賣方現提供的此「180天提早付清餘款現金回贈」優惠是受限於條件的·並且將於買方根據正式買賣合約之 條款及條件付清有關樓價全數並完成此物業的正式買賣成交之事宜後方確認及落實·否則此「180天提早付清餘款現金回贈」優 惠將不會適用。

The Purchaser hereby declares I/We will settle the balance of the Purchase Price in full within 180 days after signing the Preliminary Agreement. I/We hereby requests the Vendor for 2% of the Purchase Price of the "Cash Rebate for 180 Days Early Settlement".

The Purchaser hereby confirms its understanding and agreement that this Form must be duly completed and mailed or sent via facsimile to NAN HUA INTERNATIONAL ENGINEERING COMPANY LIMITED (i.e. the Vendor) to the designated Address of the Vendor (Sales Department, Room 1914, 19/F, Concordia Plaza, Tsim Sha Tsui, Kowloon) or at the designated Fax Number (2180-6410) fourteen (14) days before its intended complete and full payment of the Purchase Price of the Property. After verifying by the Vendor all relevant information, and upon completion and subject to settlement of the balance of the purchase price of the specified residential property by the Purchaser, the applicable amount of cash rebate as the Purchaser may be entitled under the "Cash Rebate for 180 Days Early Settlement" Benefit will be directly applied or deemed to have been directly applied for part payment of the balance of the purchase price. For the avoidance of doubt, the "Cash Rebate for 180 Days Early Settlement" Benefit shall not be applied for any purpose other than for part payment of the balance of the purchase price as aforesaid.

The Purchaser also understands and agrees that the "Cash Rebate for 180 Days Early Settlement" Benefit is offered by the Vendor conditionally and shall only be confirmed and finalized upon the Purchaser's full settlement of the purchase price and completion of the sale and purchase of the Property in accordance with the terms and conditions of the Formal Agreement for Sale and Purchase in respect of the Property, failing which this "Cash Rebate for 180 Days Early Settlement" Benefit shall not apply.

投標人簽署 Signature(s) of the Tenderer(s)

日期 Date

如適用 : D 茲附上買方的電郵地址/傳真號碼\_ 式確認已收到此通知書。 ·請賣方以電郵/傳真方

If applicable : 
Please confirm receipt of this Form by e-mail/fax. My e-mail address/fax no. is : \_\_\_\_\_\_

## <u>「提早付清餘款現金回贈」優惠表格</u> Cash Rebate Form for "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 \_\_

致 To: 賣方 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.

付清樓價餘額,

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 90 天內
簽署臨時買賣合約的日期後 91 天至 180 天內
簽署臨時買賣合約的日期後 181 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

樓價 5%
樓價 4%
樓價 2%
樓價1%

之「提早付清餘款現金回贈」優惠。

買方於此確認其明白並同意,必須於買方意欲完全付清上述物業樓價之日期前的 14 天內將填妥之本表格寄回或經傳真發送到 NAN HUA INTERNATIONAL ENGINEERING COMPANY LIMITED (即賣方)的指定地址(九龍尖沙咀科學館道 1 號康宏廣場 19 樓 1914 室)或指定傳真號碼(2180-6410)。經賣方核實所有相關資料後,並於完成交易時及在買方清付指明住宅物業的樓價餘款的前 提下,買方於「提早付清餘款現金回贈」優惠下可享有及適用的現金回贈款額將直接用於支付或被視作已直接用作支付部分的樓 價餘款。為免生疑問,此「提早付清餘款現金回贈」優惠不得用於除上述支付部分樓價餘款以外的其他任何目的。

買方同時明白及同意賣方現提供的此「提早付清餘款現金回贈」優惠是受限於條件的,並且將於買方根據正式買賣合約之條款及 條件付清有關樓價全數並完成此物業的正式買賣成交之事宜後方確認及落實,否則此「提早付清餘款現金回贈」優惠將不會適 用。

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

within 90 days after the date of signing of the Preliminary Agreement for Sale and Purchase.
Within 91 days to 180 days after the date of signing of the Preliminary Agreement for Sale and Purchase.
Within 181 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

5% of the Purchase Price
4% of the Purchase Price
2% of the Purchase Price
1% of the Purchase Price

of the "Cash Rebate for Early Settlement" Benefit.

The Purchaser hereby confirms its understanding and agreement that this Form must be duly completed and mailed or sent via facsimile to NAN HUA INTERNATIONAL ENGINEERING COMPANY LIMITED (i.e. the Vendor) to the designated Address of the Vendor (Sales

Department, Room 1914, 19/F, Concordia Plaza, Tsim Sha Tsui, Kowloon) or at the designated Fax Number (2180-6410) fourteen (14) days before its intended complete and full payment of the Purchase Price of the Property. After verifying by the Vendor all relevant information, and upon completion and subject to settlement of the balance of the purchase price of the specified residential property by the Purchaser, the applicable amount of cash rebate as the Purchaser may be entitled under the "Cash Rebate for Early Settlement" Benefit will be directly applied or deemed to have been directly applied for part payment of the balance of the purchase price. For the avoidance of doubt, the "Cash Rebate for Early Settlement" Benefit shall not be applied for any purpose other than for part payment of the balance of the purchase price as aforesaid.

The Purchaser also understands and agrees that the "Cash Rebate for Early Settlement" Benefit is offered by the Vendor conditionally and shall only be confirmed and finalized upon the Purchaser's full settlement of the purchase price and completion of the sale and purchase of the Property in accordance with the terms and conditions of the Formal Agreement for Sale and Purchase in respect of the Property, failing which this "Cash Rebate for Early Settlement" Benefit shall not apply.

投標人簽署 Signature(s) of the Tenderer(s)

如適用 : D 茲附上買方的電郵地址/傳真號碼 真方式確認已收到此通知書。 日期 Date

·請賣方以電郵/傳

If applicable : 
Please confirm receipt of this Form by e-mail/fax. My e-mail address/fax no. is :

### 優先認購一個住客停車位確認書

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

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 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 one 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一個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.

- 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.
- 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.

#### <u>Annex 10 附件 10 (2/2)</u>

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.

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.

 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)

## 有關送贈傢俱優惠之確認書

## Acknowledgement Letter regarding Free Furniture Offer

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:

### 只適用於購買以下住宅物業之買方

優惠 Benefit:

Only applicable to the Purchaser of the residential properties:

第1座第1,2,3,5,6,7,8,9,10,11,12,15,16,17樓層之D1單位; Flat D1, 1, 2, 3, 5, 6, 7, 8, 9, 10,11,12, 15, 16, 17 th Floor, Block 1; 第2座第1,2,3,5,6,7,8,9,10,11,12,15,16,17 樓層之D2單位 Flat D2, 1, 2, 3, 5, 6, 7, 8, 9, 10,11,12, 15, 16, 17 th Floor, Block 2

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

Provision of the decoration, furniture and chattels of the relevant residential property as set out in the table hereinbelow free of charge.

	送贈傢俱優惠
	Free Furniture Offer
座數	第 1 座 Block 1 &
Block	第 2 座 Block 2
層數	
Floor	1, 2, 3, 5, 6, 7, 8, 9, 10 ,11 ,12, 15, 16, 17
單位	
Flat	D1 & D2
組合櫃	
Cabinet	

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).

 
 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 or claims whatsoever shall be raised or made against the Vendor 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.

## 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)

### <u>ACCEPTANCE OF OFFER</u> 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 Pu	rchaser
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\$4,500.00
	To be paid by Developer in the event that the Purchaser also	(2)	土地查冊費 Land search fee	HK\$50.00
	instructs the Solicitors appointed by the Developer to act for him in the purchase [subject to the	(3)	土地註冊處登記費 Land registration fee	HK\$210.00
	Developer's terms and subject to Note below] but exclusive of fees & disbursements as state herein	(4)	其他雜費 Miscellaneous charges	HK\$250.00
	(as special arrangement)	(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)	請参照印花稅須知 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 按以下備註】、但不包括本文 所述之費用支出(此為特別安 排)。	(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) (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	(2)	大廈公契費用 Costs in relation to Dood of Mutual Coursent and	1112056000
	event that the Purchaser also instructs the Solicitors appointed		Costs in relation to Deed of Mutual Covenant and Management Agreement	HK\$568.00
	by the Developer to act for him in		(無論買家是否自聘代表律師,均須支付此費用)	
	the purchase [subject to the		(the Purchaser needs to pay this item whether or not he	
	Developer's terms and subject to Note below] but exclusive of fees		is separately represented)	
	& disbursements as state herein	(3)	土地查冊費	
	(as special arrangement)		Land search fee	HK\$50.00
		(4)	土地註冊處登記費	
		(4)	上地山间處立市員 Land registration fee	HK\$450.00
		(5)	其他雜費	1120250.00
			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)	
			圖內頁(特礎大約) Plan fees (Assignment)	HK\$1,500.00
			(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	
		(8)	印花稅(以政府之最後收費為準)	
		(0)	中花稅 (以政府之取後收員為平) 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	(下述 <u>按揭契</u> 之律師費由買家支	(1)	土地註冊處登記費 (每份)	HK\$450.00
First Mortgage/	付)		Registration fee (each)	
First Legal Charge	(The following costs for $1^{st}$		TH 文(法般太四弗/伝上)/ (后明八三)	
(如有 <u>樓花揭契</u> :	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	HK\$80.00
貸款額在伍佰萬元或			company)	111400.00
以下:	(1) 貸款額在伍佰萬元或以下			
律師費:港幣6,000元)	律師費:港幣7,000元 Loan amount at or less than	(3)	土地查冊費 Land search fee	HK\$50.00
貸款額超過伍佰萬元	HK\$5 million			111350.00
或以上	Legal Cost: HK\$7,000.00	(4)	其他雜費	
律師費:港幣7,500元)	(1) 代势循切温厅厅去三子时		Miscellaneous charges	HK\$250.00
NB (If including	(2) 貸款額超過伍佰萬元或以上	(5)	公司註冊處查冊費(每間公司)(只適用於公司買家)	
Equitable Mortgage)	 律師費:港幣8,500元		Company search fee (each company) (corporate	HK\$200.00
Loan amount at or less	Loan amount more than		purchaser only)	
than HK\$5 million Legal Cost:	HK\$5 million 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)	
Legal Cost: HK\$6,000;	Legai Cost: ПК\$8,300.00	(6)	公可註冊處仔檔質(母衍)(只週用於公可貝豕) Filing fee (each) (corporate purchaser only)	HK\$340.00
Loan amount more	如買家乃海外公司,另須支付			
than HK\$5 million	海外律師意見書費用	(7)	公司會議記錄(每份)(只適用於公司買家)	11120200.00
Legal Cost: HK\$7,500	If the Purchaser is an overseas 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) Personal Guarantee / Additional Document for Tripartite Mortgage (if necessary)	\$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 company)	HK\$80.00

## <u>備註 Note</u>

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\$5,000元及(ii)先住後 付許可協議(其中包括代發展商收取許可費工作). \$16,500元。

The legal costs (disbursements not included) for the preparation of the following documents (if required): (i) Nomination, Power of Attorney, Supplemental / Cancellation Agreement: \$5,000.00 each and (ii) Licence Agreement (including receipt of Licence fees on behalf of the Developer): \$16,500.00.

 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> <u>Note on Stamp Duty</u>

政府於 2024 年 2 月 28 日宣佈,即日起所有住宅物業交易無須再繳付「額外印花稅」、「買家印花稅」和 「新住宅印花稅」。換言之,2024 年 2 月 28 日起,所有住宅物業買家都只需繳付「從價印花稅」。

On 28 February 2024, the Government announced that no Special Stamp Duty, Buyer's Stamp Duty or New Residential Samp Duty need to be paid for any residential property transactions with immediate effect. In other words, starting from 28 February 2024, all purchasers of residential properties only need to pay Ad Valorem Stamp Duty ("AVD").

## 從價印花稅 Ad Valorem Stamp Duty

總的來說,「從價印花稅」第2標準税率適用於所有由2024年2月28日起就取得住宅物業所簽立的文書, 該税額按物業的售價或其價值(以較高者為準)計算。

In summary, AVD Scale 2 rates apply to all instruments of residential property executed as from 28 February 2024, the amount of AVD is computed with reference to the consideration or the value of the residential property (whichever is the higher).

至於 2024 年 2 月 28 日前就取得住宅物業所簽立的文書,第1標準第1部稅率細分兩個稅率:(1)劃一15%之 税率適用於在 2016 年 11 月 5 日至 2023 年 10 月 24 日期間就取得住宅物業所簽立的文書,及(2)劃一7.5%之 税率適用於在 2023 年 10 月 25 日至 2024 年 2 月 27 日就取得住宅物業所簽立的文書。任何在 2016 年 11 月 5 日至 2024 年 2 月 27 日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,均須按相關適用之第1 標準第1部稅率繳付「從價印花稅」,按物業的售價或其價值(以較高者為準)計算。

As regards instruments of residential property executed before 28 February 2024, Part 1 of Scale 1 divides the rates into 2 categories: (1) a flat rate of 15% is applicable to instruments of residential property executed between 5 November 2016 and 24 October 2023, and (2) a flat rate of 7.5% is applicable to instruments of residential property executed between 25 October 2023 and 27 February 2024. Any instruments of residential property executed between 5 November 2016 and 27 February 2024, unless specifically exempted or provided otherwise, will be subject to AVD

at the applicable rates under Part 1 of Scale 1, computed with reference to the consideration or the value of the residential property (whichever is the higher).

就 2024 年 2 月 28 日前就取得住宅物業所簽立的文書,在指定情況下,第1標準第1部稅率不適用而第2部 稅率將適用,最常見的情況是買方是香港永久性居民,而他在購買有關住宅物業(不論是否連同一個車位)時, 是代表自己行事及在香港沒有擁有任何其他住宅物業(及車位,如適用)。

As regards instruments of residential property executed before 28 February 2024, under specified circumstances, Part 1 of Scale 1 rates do not apply while Scale 2 rates apply. The most common circumstance is there is an acquisition of a residential property (whether or not together with a car parking space) by a HKPR who is acting on his/her own behalf and does not own any other residential property (and car parking space, if applicable) in Hong Kong at the time of acquisition.

# 應繳第1標準第1部稅率從價印花稅

## Ad Valorem Stamp Duty Payable at Part 1 of Scale 1

適用於在 2016年 11 月 5 日至 2023 年 10 月 24 日期間就取得住宅物業所簽立的文書:税率劃一為 15%; 適用於在 2023 年 10 月 25 日至 2024 年 2 月 27 日期間就取得有關住宅物業所簽立的文書:税率劃一為 7.5%; 適用於在 2024 年 2 月 28 日或之後就取得住宅物業所簽立的文書:税率與第 2 標準相同。

「從價印花税」以物業售價或價值(以較高者為準)按適用税率計算。

Applicable to instruments of residential property executed between 5 November 2016 and 24 October 2023: A flat rate of 15%;

Applicable to instruments of residential property executed between 25 October 2023 and 27 February 2024: A flat rate of 7.5%;

Applicable to instruments of residential property executed on or after 28 February 2024: Rates same as those of Scale 2.

AVD is computed at the applicable rate on the consideration or value of the property (whichever is the higher).

# 應繳第2標準稅率從價印花稅

## Ad Valorem Stamp Duty Payable at Scale 2

下列為適用於在 2023 年 2 月 22 日上午 11 時或之後簽立的文書的第 2 標準税率。

The following Scale 2 rates apply to instruments executed at 11 am on 22 February 2023 and thereafter.

物業售價或價值(以較高者為準) Consideration or value of the property (whichever is the higher)	第 2 標準税率 Rates at Scale 2
Up to \$3,000,000	\$100
\$3,000,001 to \$3,528,240	\$100 + 10% of the excess over \$3,000,000
\$3,528,241 to \$4,500,000	1.50%
\$4,500,001 to \$4,935,480	\$67,500 + 10% of the excess over \$4,500,000
\$4,935,481 to \$6,000,000	2.25%
\$6,000,001 to \$6,642,860	\$135,000 + 10% of the excess over \$6,000,000
\$6,642,861 to \$9,000,000	3.00%
\$9,000,001 to \$10,080,000	\$270,000 + 10% of the excess over \$9,000,000
\$10,080,001 to \$20,000,000	3.75%
\$20,000,001 to \$21,739,120	\$750,000 + 10% of the excess over \$20,000,000
\$21,739,121 and above	4.25%

以下是更多有關「從價印花稅」的背景資料。 Below is more background information on AVD. 《2014年印花税(修訂)(第2號)條例》(2014(第2號)修訂條例)已於2014年7月25日刊憲。2014(第2號)修訂 條例規定在2013年2月23日或之後簽立的某些處理不動產的文書,除獲豁免或另有規定外,須以較高的税 率(第1標準)繳付「從價印花税」;及推前向非住宅物業交易徵收「從價印花税」,凡在2013年2月23日或 之後簽立文書的交易,由向售賣轉易契徵收改為向買賣協議徵收。根據2014(第2號)修訂條例,任何在2013 年2月23日或以後簽立以買賣或轉讓住宅物業或非住宅物業的文書,除獲豁免或另有規定外,均須按第1標 準税率繳付「從價印花税」。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 「從價印花税」税率(第2標準)將適用。

The Stamp Duty (Amendment) (No. 2) Ordinance 2014 (2014 (No. 2) Amendment Ordinance) was gazetted on 25 July 2014. The 2014 (No. 2) Amendment Ordinance provides that the ad valorem stamp duty (AVD) payable on certain instruments dealing with immovable properties executed on or after 23 February 2013 shall be computed at higher rates (Scale 1), unless specifically exempted or provided otherwise. 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). The 2014 (No. 2) Amendment Ordinance also advances the timing for charging AVD on non-residential property transactions from the conveyance on sale to the agreement for sale executed on or after 23 February 2013.

《2018年印花税(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標準税率分為第1部(税率劃一為15%)及第2部(即2014(第2號)修訂條例下的原第1標準税率)。第1標準第1部税率適用於住宅物業而第1標準第2部税率適用於非住宅物業。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部税率繳付「從價印花税」,税率劃一為物業的售價或價值(以較高者為準)的15%。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「從價印花税」,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。

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 and Part 2 of Scale 1 applies to instruments of non-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. 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.

《2018年印花税(修訂)(第2號)條例》(2018(第2號)修訂條例)已於2018年4月20日刊憲。根據2018(第2號) 修訂條例,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的香港永久性居民,且他/她在取得有關住宅物業時,在香港沒有擁有任何 其他住宅物業,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部税率(劃一為15%)繳納「從價 印花税」。

The Stamp Duty (Amendment) (No. 2) Ordinance 2018 (2018 (No. 2) Amendment Ordinance) was gazetted on 20 April 2018. Under the 2018 (No. 2) Amendment Ordinance, 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.

《2021年印花税(修訂)條例》(2021修訂條例)已於2021年3月19日刊憲。根據2021修訂條例,除另有規定 外,任何在2020年11月26日或以後簽立以買賣或轉讓非住宅物業的文書,均須按第2標準税率繳納「從價 印花税」。 The Stamp Duty (Amendment) Ordinance 2021 (2021 Amendment Ordinance) was gazetted on 19 March 2021. Under the 2021 Amendment Ordinance, unless provide otherwise, any instrument executed on or after 26 November 2020 for the sale and purchase or transfer of non-residential property will be subject to AVD at the rates under Scale 2.

《2023年印花税(修訂)(第2號)條例》(2023(第2號)修訂條例)已於2023年5月25日刊憲,以實施2023-24 年度財政預算案中的一項建議,即調整「從價印花税」第2標準税率的税階。根據2023(第2號)修訂條例, 除另有規定外,新税階適用於任何在2023年2月22日上午11時或之後所簽立以買賣或轉讓住宅物業或非住 宅物業而須按第2標準税率予以徵收「從價印花税」的文書。

The Stamp Duty (Amendment) (No. 2) Ordinance 2023 (2023 (No. 2) Amendment Ordinance) was gazetted on 25 May 2023 to give effect to a proposal in the 2023-24 Budget to make adjustments in the value bands on which the AVD at Scale 2 rates apply. Under the 2023 (No. 2) Amendment Ordinance, unless otherwise provided, the new value bands are applicable to any instrument executed at 11 a.m. on 22 February 2023 or thereafter for the sale and purchase or transfer of residential property or non-residential property that is subject to AVD at Scale 2 rates.

《2024年印花税(修訂)(住宅物業)條例》(2024年修訂條例)已於2024年2月9日刊憲,以實施行政 長官在2023年施政報告中宣布有關住宅物業的建議。其中的一項建議是由2023年10月25日起,「從價印 花税」第1標準第1部的税率由15%下調至7.5%。根據2024年修訂條例,除另有規定外,新税率將適用於 在2023年10月25日或之後所簽立以買賣或轉讓住宅物業而須按第1標準第1部繳納「從價印花税」的文書。 The Stamp Duty (Amendment) (Residential Properties) Ordinance 2024 (2024 Amendment Ordinance) was published in the Gazette on 9 February 2024 to give effect to the proposals relating to residential properties announced by the Chief Executive in his 2023 Policy Address. One of the proposals is to reduce the rate of AVD at Part 1 of Scale 1 from 15% to 7.5% with effect from 25 October 2023. Under the 2024 Amendment Ordinance, unless otherwise provided, the new rate will be applicable to any instrument executed on or after 25 October 2023 for the sale and purchase or transfer of residential property that is subject to AVD at Part 1 of Scale 1 rate.

有關支付「從價印花稅」之更多詳情,請向閣下的律師查詢。 Please consult your solicitors regarding further details of the payment of AVD.