

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of the properties in

15 WESTERN STREET

(being Unit A on 27th Floor which include the Flat Roof held therewith, Unit A on 31st Floor which include the Roof held therewith and Unit B on 31st Floor which include the Roof held therewith of 15 Western Street, unless previously withdrawn or sold)

Tenders must be submitted during the Tender Period (as defined in the Tender Notice) to the tender box labelled “**Public Tender For 15 Western Street**” placed at the Sales Office (as defined in the Tender Notice) in a plain envelope and clearly marked “**15 Western Street**”.

Vendor: **Richford Trading Limited and Regal Port Trading Limited**
55/F., Bank of China Tower, 1 Garden Road, Central, Hong Kong

Vendor’s solicitors: **Baker & McKenzie**
14th Floor, One Taikoo Place, 979 King’s Road, Quarry Bay, Hong Kong

招標文件

公開招標承投購買物業

現招標承投購買以下發展項目之物業

15 WESTERN STREET

(即 15 Western Street 之 27 樓 A 單位連平台單位、31 樓 A 連天台單位及 31 樓 B 連天台單位，
但若在招標截止時限之前物業已被撤回或出售則除外)

在招標期間(定義見招標公告)，投標書須放入普通信封內，信封面上清楚註明「**15 Western Street**」，
放入位於售樓處(定義見招標公告)擺放的標示為「**15 Western Street 公開招標**」的投標箱內。

賣方： 富福貿易有限公司及譽港貿易有限公司
香港中環花園道 1 號中銀大廈 55 樓

賣方律師： 貝克·麥堅時律師事務所
香港鰂魚涌英皇道 979 號太古坊一座 14 樓

PART 1: TENDER NOTICE

1. Definitions

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

“Acceptance Period”	means the period between the commencement date of submission of tender and the date which is the fifth working day after the closing of tender (both dates inclusive);
“Agreement”	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 3 of the Conditions of Sale;
“Conditions of Sale”	means the Conditions of Sale set out in Part 2 of this Tender Document;
“Development”	means 15 Western Street;
“Letter of Acceptance”	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice, see Part 4 of this Tender Document;
“Offer Form”	means the Offer Form set out in Part 3 of this Tender Document;
“this Preliminary Agreement”	means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document;
“Property”	means, if and when this Tender Document is accepted by the Vendor, the Tendered Property;
“Property for Tender”	means all or any of the properties, namely Unit A on 27th Floor which include the Flat Roof held therewith, Unit A on 31st Floor which include the Roof held therewith and Unit B on 31 st Floor which include the Roof held therewith of the Development;
“Purchase Price”	means, if and when this Tender Document is accepted by the Vendor, the Tender Price;
“Purchaser”	means the successful Tenderer whose tender in respect of the Tendered Property is accepted by the Vendor;
“Sales Arrangements”	means any of the Information on Sales Arrangements issued by the Vendor for the Development from time to time (as the same may be revised by the Vendor from time to time);
“Sales Office”	2/F, The Luna, 18 Lun Fat Street, Wan Chai, Hong Kong
“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 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 Document”	means this Tender Document (comprising Part 1, Part 2, Part 3 and Part 4 but does not include the Annex);
“Tender Notice”	means the Tender Notice set out in Part 1 of this Tender Document;
“Tender Period”	means, in respect of each Property for Tender, the period between the Tender Commencement Date and Tender Closing Date;
“Tender Price”	means the price tendered for the Tendered Property as specified in the Schedule to the Offer Form, which shall be in integral figure;
“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 Richford Trading Limited and Regal Port Trading Limited;
“Vendor’s solicitors”	means Baker & McKenzie; and
“working day”	shall have the meaning given by section 2(1) of the Residential Properties (First-hand Sales) Ordinance (Cap. 621).

1.2 In this Tender Documents unless the context requires otherwise words importing the singular number only shall include the plural number and vice versa, words importing a gender (including the neuter gender) only shall include all other genders (including the neuter gender).

2. Procedures of Tender

2.1 The Vendor invites tenders for the purchase of the Property for Tender on the terms and conditions contained in this Tender Document.

2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.

2.3 The Vendor reserves the right to, at any time before the Tender Closing Date, accept any tender submitted.

2.4 Subject to compliance with relevant requirements and laws of Hong Kong, the Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Property for Tender from sale or to sell or dispose of all or any of the Property for Tender or any part thereof to any person by any method (including without limitation private treaty, tender and auction).

2.5 The Vendor reserves the right to adjust the Tender Closing Date and time of the tender of any of the Property for Tender. Any adjustment of the Tender Closing Date and time will be posted at the Sales Office. The Vendor is not obliged to separately notify the Tenderers of such adjustment.

2.6 Tenderers should note the Vendor’s solicitors do not act for any Tenderer in the process of this tender and that the Vendor’s solicitors also would not act for any Purchaser in the subsequent sale and purchase transaction.

2.7 A tender must be:-

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

(b) accompanied with the following documents:-

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

One or more cashier order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance and/or cheque(s) in the aggregate amount of 5% of the Tender Price, such sum being the preliminary deposit for the tender, and made payable to “**BAKER & MCKENZIE**”, provided that HK\$100,000 thereof must be paid by cashier order(s).

(ii) Tenderer’s identification document

(If the Tenderer is/are individual(s)) copy(ies) of Hong Kong Identity Card or Passport of each Tenderer.

(If the Tenderer is a company) copy of (i) the certificate of incorporation, certificate of change of name (if any) and business registration certificate of the Tenderer; (ii) Board Resolutions of the Tenderer authorizing the submission of this Tender Document, the signing of the Offer Form and other documents in the manner as they are signed; (iii) the most recent documents filed with the relevant companies registry or such other documents showing the current list of directors and secretary to the satisfaction of the Vendor (whose decision shall be final).

(iii) Intermediary’s licence (if applicable)

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

(iv) Documents in Annex, duly signed and completed by the Tenderer
Please do NOT date any of the documents mentioned in sub-paragraph

- (1) Measurements of the Tendered Property
- (2) Warning to Purchasers
- (3) Declaration of Relationship with the Vendor
- (4) Personal Data Collection Statement
- (5) Declaration in relation to Intermediary
- (6) Acknowledgement Letter Regarding Operation of Gondola
- (7) Acknowledgement Letter Regarding Title Deeds Cost Benefit
- (8) Acknowledgement Letter Regarding A/C Platform (only applicable to Unit A on 27/F)
- (9) Acknowledgement Letter regarding “Early Settlement Cash Rebate” (Only applicable to Easy Stage Payment Plan)

(c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope “**15 Western Street**”; and

(d) placed in the Tender Box labelled “**Public Tender For 15 Western Street**” placed at the Sales Office during the Tender Period.

2.8 If Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning is issued at any time between the hours of 7:00 a.m. and 5:00 p.m. on any day on which a tender can be submitted, for the safety of the Tenderers and the maintenance of order at the Sales Office, the Vendor reserves its absolute right to close the Sales Office. Details of the arrangement will be posted

by the Vendor on the website (www.15westernst.com.hk) designated by the Vendor for the Development. Please note that entry of any person into the Sales Office will be subject to satisfactory check of normal body temperature on-site. Any person entering into the Sales Office is required to wear a self-provided satisfactory surgical face mask at all times while at Sales Office. No face mask will be provided by the Vendor on-site. The Vendor reserves the absolute right and discretion to determine whether a person's body temperature is "normal" or "satisfactory" and whether a person's surgical face mask is of "satisfactory" standard, and to deny entry of any person who fails to meet the aforesaid requirements. The Vendor's decision in this regard shall be final and binding on all persons.

For avoidance of doubt, for purpose of complying with the recommendation, requirement or order announced by the Director of Health or any other competent authority of the government pursuant to the Prevention and Control of Disease Ordinance (Cap.599) from time to time, the Vendor reserves its absolute right to change the date and time of sale, place of sale and all information provided in Sales Arrangements from time to time and/or impose any further health related precautionary measures and crowd control at the Sales Office. Details of the new arrangement will be posted by the Vendor on the website designated for the Development (www.15westernst.com.hk).

- 2.9 All cashier order(s) and/or cheque(s) forwarded by the Tenderer will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier order(s) and/or cheque(s) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other cashier orders and/or cheque(s) will be returned by personal delivery or by post, within a period of twenty-eight (28) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the address stated in their tenders.
- 2.10 (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal.
- (b) If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.
- (c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of Letter of Acceptance and return of cashier order(s) and/or cheque(s).
- 2.11 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Document, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.
- (b) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK\$1.00 upon receipt of a written demand from him prior to the submission of his tender.

3. Acceptance of Tender

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Tendered Property.
- 3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the "**Letter of Acceptance**") personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.
- 3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance,

sign the Agreement in the standard form prepared by the Vendor's solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for inspection during the Tender Period at the Sales Office. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments.

- 3.4 All loan applications made to the Vendor's designated financing company, loan documents and ancillary documents (collectively the "**Loan Documents**") shall be signed by the Purchaser personally. No attorney can be accepted for the purpose of signing the Loan Documents.

4. Miscellaneous

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property for Tender and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property for Tender. All enquiries should be directed to the Vendor, 2/F, The Luna, 18 Lun Fat Street, Wan Chai, Hong Kong (Enquiry Hotline: 3611 7888).
- 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 A person who is not a party to this document 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 Tender Document.
- 4.5 In this Tender Documents unless the context requires otherwise words importing the singular number only shall include the plural number and vice versa, words importing a gender (including the neuter gender) only shall include all other genders (including the neuter gender).
- 4.6 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

[End of Part 1: Tender Notice]

第 1 部份：招標公告

1. 定義

1.1 在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「承約期間」	指由遞交投標書的首日至招標截止日期後的第 5 個工作日(包括首尾兩日)；
「正式合約」	指賣方與買方根據出售條款第 3 條擬簽訂的該物業的正式買賣合約；
「出售條款」	指本招標文件第 2 部份的出售條款；
「發展項目」	指 15 Western Street；
「接納書」	指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知，見本招標文件第 4 部份；
「要約表格」	指本招標文件第 3 部份的要約表格；
「本臨時合約」	指買方根據招標文件遞交投標書，以及賣方根據招標文件的接納書而訂立的合約；
「該物業」	指如果及一旦本招標文件獲得賣方接納時的該投標物業；
「該招標物業」	指所有或任何以下物業，即發展項目的 27 樓 A 連天台單位、31 樓 A 連天台單位及 31 樓 B 連天台單位；
「樓價」	指如果及一旦本招標文件獲得賣方接納時的投標價；
「買方」	指中標者，其對該物業的投標書獲得賣方接納；
「銷售安排」	指任何一份或多份賣方不時發出的發展項目的銷售安排資料(及賣方不時對其作出修改的銷售安排資料)；
「售樓處」	指香港灣仔聯發街 18 號楹寓 2 樓；
「招標截止日期」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標截止日期及時間；
「招標開始日期」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標開始日期及時間；
「招標文件」	指本招標文件(由第 1 部份、第 2 部份、第 3 部份及第 4 部份組成，但不包括附件)；
「招標公告」	指本招標文件第 1 部份的招標公告；
「招標期間」	就每一個該招標物業而言，指招標開始日期至招標截止日期的期間；
「投標價」	指要約表格的附表中訂明投購該投標物業的價格(必須為整數)；

「該投標物業」	指要約表格的附表中訂明的物業；
「投標者」	指要約表格中訂明為投標者的人士；
「賣方」	指富福貿易有限公司及譽港貿易有限公司；
「賣方律師」	指貝克·麥堅時律師事務所；及
「工作日」	具有《一手住宅物業銷售條例》(第 621 章)第 2(1)條給予該詞的涵義。

- 1.2 本招標文件中，除非文意另有要求，凡指單數的字詞亦指眾數而指眾數的字詞亦指單數，而凡指某一性別（或不屬於男性或女性）的字詞亦指其他性別及不屬於男性或女性者。

2. 招標程序

- 2.1 賣方現按照載於招標文件的條款及細則招標承投購該招標物業。
- 2.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.3 賣方保留權利在招標截止日期之前的任何時間接受任何已遞交之投標書。
- 2.4 在遵守相關要求及香港法例的前提下，賣方保留權利在接受任何投標書之前的任何時間撤回全部或任何該招標物業不予出售，或將該招標物業或其任何部份以任何方法(包括但不限於私人協約、投標及拍賣)售予任何人。
- 2.5 賣方保留權利更改任何該招標物業的招標截止日期及時間。任何更改招標截止日期及時間的通知會張貼於售樓處。賣方無須就該等更改另行通知投標者。
- 2.6 投標者須注意，賣方律師在本招標過程中不代表任何投標者，賣方律師亦不會在物業交易中代表任何買方。
- 2.7 投標書必須：
- (a) 採用本招標文件之格式，並填妥及簽署要約表格(即本招標文件的第 3 部分)。**請填妥及簽署要約表格的英文文本或要約表格的中文文本；**
 - (b) 連同以下文件：
 - (i) 銀行本票及／或支票
由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的一張或多張銀行本票及／或支票，總金額為樓價的 5%，該金額須作為投標的臨時訂金，抬頭寫「貝克·麥堅時律師事務所」，但其中港幣 100,000 元必須以銀行本票支付。
 - (ii) 投標者的身份證明文件
如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。
如投標者為公司，(i) 投標者的公司註冊證明書、公司更改名稱註冊證書(如有)及商業登記證的複印本，(ii) 投標者的董事會決議授權遞交本招標文件、簽署要約表格及其他文件(簽署方式須與獲授權簽署之方式相同)，

以及(iii)投標者已於相關公司註冊處登記或其他為賣方滿意(其決定為最終)之文件以顯示當時的董事及秘書的名單的複印本。

(iii) 中介人的牌照(如適用)

投標者委託的地產經紀的牌照複印本。

(iv) 由投標者填妥並簽署的附件的文件
請不要於第(iv)分段所述的任何文件內填上日期。

- (1) 投標物業的量度尺寸
- (2) 對買方的警告
- (3) 與賣方關係的聲明
- (4) 收集個人資料聲明
- (5) 有關中介人的聲明
- (6) 關於吊船操作的確認函
- (7) 有關業權契據費用優惠的確認書
- (8) 有關冷氣機平台的確認書 (只適用於 27 樓 A 單位)
- (9) 「提早付清樓價現金回贈」確認書 (只適用於輕鬆建築期付款計劃)

- (c) 放入普通信封內，信封面上書明賣方收啓，並清楚註明「**15 Western Street**」；及
- (d) 於招標期間放入位於售樓處擺放的標示為「**15 Western Street 公開招標**」的投標箱內。

2.8 如在任何可遞交投標書的日期的上午 7 時至下午 5 時的任何時間內天文台發出八號或更高風球信號或黑色暴雨警告，為保障投標者的安全及維持售樓處的秩序，賣方保留絕對權力關閉售樓處。賣方會將安排的詳情於賣方為發展項目指定的互聯網網站的網址 (www.15westernst.com.hk) 公布。請注意所有進入售樓處的人士均須在現場接受並通過令人滿意的正常體溫測試。所有進入售樓處的人士均須時刻於售樓處內配戴自備和令人滿意的外科手術口罩。賣方將不會在現場提供任何口罩。賣方保留權利及酌情權決定該人士的體溫是否「正常」或「令人滿意」以及該人士所配戴的外科手術口罩是否達到「令人滿意」的規格，並拒絕讓任何未能達到上述要求的人士進入售樓處。賣方此方面所作的決定為最終決定，對所有人士具有約束力。

為免存疑，為遵守衛生署署長或其他有關政府當局不時根據《預防及控制疾病條例》(第 599 章)公佈的任何建議、要求或命令，賣方保留絕對權力不時更改出售的日期及時間、出售地點及銷售安排資料內的所有資料，及/或於售樓處施加與健康及保安相關的防範措施及人流管制。賣方會將新安排的詳情於發展項目網站(www.15westernst.com.hk)公布。

2.9 在賣方對收到的投標書作出決定前，所有銀行本票及/或支票均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票及/或支票將視作臨時訂金，以支付樓價的部份款項。所有其他銀行本票及/或支票將於承約期間屆滿後起計 28 天內，按投標書所載地址以專人送達、或通過郵遞方式退還予落選投標者。

- 2.10 (a) 投標者須親身簽署要約表格及其他文件(如投標者為公司，須由其董事簽署)，並視作為主事人。
- (b) 投標者如為公司，須於要約表格中清楚註明(除其他資料外)其聯絡人姓名、電話及傳真號碼。
- (c) 要約表格中指明的香港通訊地址將會是收取接受投標書信函及退回銀行本票及

／或支票的地址。

- 2.11 (a) 作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間按照本招標公告及本招標公告夾附的投標表格和出售條款所載的條款及條件，隨時接納投標。投標書根據本招標公告的程序一經遞交，投標者即不可撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。
- (b) 作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。

3. 接受投標

- 3.1 投標書如獲接納，中標者即成為該投標物業之買方。
- 3.2 買方會在承約期間屆滿時或之前獲書面通知(「**接納書**」)其投標書已被接納，接納書會按要約表格指明的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。接納書在投郵後的第 2 個工作日視為已經正式收到。
- 3.3 在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式의正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於招標期間在售楼處審閱。為免疑問，買方被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。
- 3.4 所有向賣方之指定財務機構作出的貸款申請、貸款文件及附帶文件(統稱「**貸款文件**」)須由買方親身簽署。以授權人簽署貸款文件不會被接受。

4. 其他事項

- 4.1 投標者宜注意，賣方只會回答關於該招標物業的一般問題，而不會就本招標文件或關於該招標物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方，地址為香港灣仔聯發街 18 號極寓 2 樓(查詢熱線: 3611 7888)。
- 4.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作為或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。
- 4.3 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件任何種類的改動及/或增加，該投標書將被視為不符合規定的投標書。
- 4.4 並非本招標文件一方之人士並無任何權利按《合約(第三者權利)條例》強制執行本招標文件任何條款及條件或享有本招標文件任何條款及條件之利益。
- 4.5 在本招標文件內，除非文義另有所指，帶有單數意思的詞彙亦包含帶有眾數的意思(反之亦然)，帶有性別(包括中性性別)的詞彙亦包含帶有所有其他性別(包括中性性別)的意思。
- 4.6 如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

[第 1 部份：招標公告完]

PART 2: CONDITIONS OF SALE

1. In this Preliminary Agreement:-
 - (a) “**saleable area**” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance;
 - (b) “**working day**” has the meaning given by section 2(1) of that Ordinance.
 - (c) the floor area of an item under clause (a) of each Property set out in “Measurements of the Tendered Property” of the Tender Document is calculated in accordance with section 8(3) of that Ordinance; and
 - (d) the area of an item under clause (b) of each Property set out in “Measurements of the Tendered Property” of the Tender Document is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

In these Conditions of Sale, terms defined in the Tender Notice shall have the same meaning when used herein. The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price and on the terms and conditions contained in this Preliminary Agreement.

2. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholder.
3. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-
 - (a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance;
 - (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.
4. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
5. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
6. The Purchaser shall, within FIVE (5) working days after the date of the Letter of Acceptance (in this respect time shall be of the essence) (a) sign the Agreement in such form as prepared by the Vendor’s Solicitors which the Agreement shall not be altered by the Purchaser, (b) make further payment in accordance with the payment terms, and (c) pay all stamp duty payable under this Preliminary Agreement and the Agreement.
7. If the Purchaser fails to sign the Agreement within 5 working days after the date of the Letter of Acceptance:-
 - (a) this Preliminary Agreement is terminated;
 - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
 - (c) the Vendor does not have any further claim against the Purchaser for the failure.
8. The measurements of the Property are as follows — see “Measurements of the Tendered Property” of the Tender Document.
9. The sale and purchase of the Property includes the fittings, finishes and appliances as follows — see Schedule to the Conditions of Sale.
10. 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.

11. The Purchaser acknowledges receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 12 and fully understands its contents.
12. For the purposes of clause 11, the following is the “Warning to Purchasers”–
 - (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
 - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor’s solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
 - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
 - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
 - (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor’s solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
13. The Vendor reserves the right to alter the building plans in respect of the Development (including the Property) whenever the Vendor considers necessary Provided that the Vendor shall notify the Purchaser in writing of such alteration if the same affect in any way the Property within 14 days after its having been approved by the Building Authority.
14. The Vendor and the Purchaser agree to complete the sale and purchase of the Property at the offices of the Vendor’s solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) within 14 days after the date of the Vendor’s notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.
15. It is hereby agreed and declared by the parties that this Preliminary Agreement is personal to the Purchaser.
16. (a) All stamp duty (including without limitation the ad valorem stamp duty, the special stamp duty, the Buyer’s Stamp Duty and all additional stamp duty chargeable under the Stamp Duty Ordinance (Cap.117)) arising from this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.

- (b) The charges for certified copies of title deeds, all search fees, registration fees, plan fees and a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant incorporating and Management Agreement (“DMC”) and any other documents relating to the sale and purchase of the Property shall be solely borne and paid by the Purchaser.
 - (c) If the Purchaser appoints the solicitors designated by the Vendor (if any) to act for his/her behalf in respect of all legal documentation in relation to the purchase (including the Agreement, Mortgage and subsequent Assignment, etc.), the Vendor agrees to bear the Purchaser’s legal costs of the Agreement and the subsequent Assignment.
 - (d) If the Purchaser chooses to instruct his own solicitors to act for him in relation to the purchase, each of the Vendor and Purchaser shall pay his own solicitors’ legal fees in respect of the Agreement and the subsequent Assignment.
 - (e) All legal costs and disbursements of the Purchaser’s solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement, Mortgage and Assignment shall be borne and paid by the Purchaser.
17. All Further Deposit, Part Payment of the Purchase Price, Further Part Payment of the Purchase Price and the Balance of Purchase Price shall be paid by the Purchaser by way of cashier order(s) drawn in favour of the Vendor’s solicitors.
18. Upon termination of this Preliminary Agreement in accordance with Clause 7 or at any time before the Agreement is executed, if this Preliminary Agreement has been registered in the Land Registry by the Purchaser or by any person on his behalf, the Vendor may unilaterally sign and register a Memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.
19. The Purchaser shall inform the Vendor in writing of any change in the Purchaser’s correspondence address or contact telephone number.
20. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
21. Time shall in every respect be of the essence of this Preliminary Agreement.
22. The Vendor reserves the right to rectify any errors or omissions in the Payment Terms and the calculation of the Purchase Price of the Property.
23. The Purchaser shall upon completion of the sale and purchase of the Property pay to the Manager of the Development or the Vendor all management fee deposit, special fund, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the DMC and the Purchaser shall reimburse the Vendor for all payments including without limiting to all utilities deposits for water, electricity and gas already paid by the Vendor in respect of the Property.
24. 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.
25. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “**CRTPO**”) and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
- (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).

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

第 2 部分：出售條款

1. 在本臨時合約中—
 - (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
 - (b) “工作日”具有該條例第 2(1)條給予該詞的涵義；
 - (c) 招標文件的《投標物業的量度尺寸》載列之每個單位的(a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及
 - (d) 招標文件的《投標物業的量度尺寸》載列之每個單位的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。

招標公告定義的詞語在本出售條款中具有相同含義。招標文件連同接納書構成賣方與買方就買賣該物業的有約束力的協議。賣方須以樓價並按本臨時合約所載條款及條款出售該物業，而買方須以樓價並按本臨時合約所載條款及條款購買該物業。

2. 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. 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：
 - (a) 由買方於接納書的日期之後的第 5 個工作日或之前簽立；及
 - (b) 由賣方於接納書的日期之後的第 8 個工作日或之前簽立。
4. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
5. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。
6. 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(必須嚴守所訂日期) (a)簽署一份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付款方式所述到期應付之款項，並(c)交付全部有關本臨時合約及正式合約應付的印花稅。
7. 如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：
 - (a) 本臨時合約即終止；
 - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
 - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
8. 該物業的量度尺寸如下——見招標文件的《投標物業的量度尺寸》。
9. 該物業的買賣包括的裝置、裝修物料及設備如下——見出售條款的附表。
10. 在不損害《物業轉易及財產條例》(第 219 章)第 13 條和第 13A 條的原則下，賣方不得限制買方依據法律就業權提出要求或反對的權利。
11. 買方確認已收到第 12 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。
12. 就上述第 11 條而言，「對買方的警告」內容如下—
 - (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。

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

- (b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
- (c) 現**建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.
- (d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
- (e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
13. 賣方保留於其認為所需時修改本發展項目(包括本物業)建築圖則之權利，但賣方須由建築事務監督就有關影響本物業修改之批准後計 14 天內以書面通知買方。
14. 買賣雙方同意於賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期起計十四天內於辦公時間(即指由上午 10 時起至同日下午 4 時半為止期間)內在賣方律師辦公地點完成出售及購買本物業。
15. 雙方同意並聲明本臨時合約只適用於買方個人。
16. (a) 有關本臨時合約及/或正式合約及/或轉讓契所招致的印花稅(包括但不限於根據《印花稅條例》(第 117 章)可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)概由買方單獨承擔及繳付。
- (b) 業權契據核證副本之費用、所有查冊費、註冊費、圖則費及適當比例之大廈公契及管理合約(“大廈公契”)製作、登記及完成之費用及其他有關本物業的買賣之文件等費用，概由買方單獨承擔及繳付。
- (c) 如買方選用賣方指定之律師(如有)作為買方之代表律師同時處理正式合約、按揭契及轉讓契等法律文件，賣方同意為買方支付正式合約及其後之轉讓契約兩項法律文件律師費用。
- (d) 若買方選擇另聘代表律師作為買方之代表律師處理其購買事宜，買賣雙方須各自負責有關正式合約及轉讓契兩項法律文件之律師費用。
- (e) 買方律師有關處理、完成、釐印及登記給予買方的正式合約、按揭契及轉讓契所涉及的律師費用及雜項費用，全部由買方負責及支付。

17. 上述加付訂金、部份售價價款、加付部份售價價款及售價餘額需以抬頭寫上賣方律師之銀行本票支付。
18. 在本臨時合約按第 7 條終止時或在簽署正式合約前，如買方或任何人代表買方已將本臨時合約登記於土地註冊處登記冊內，賣方可單方面簽署及於土地註冊處登記備忘錄將本臨時合約在土地註冊處內之登記或記錄撤銷。
19. 買方如有更改通訊地址或聯絡電話，須以書面通知賣方。
20. 本物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。
21. 本臨時合約所規定之時限乃合約要素，必須嚴謹遵守。
22. 賣方保留權利修改該付款方式及該售價在計算方面之錯誤或遺漏。
23. 買方須在完成本物業買賣交易時繳付管理人或賣方一切管理費按金、特別基金、清理廢料的費用、預繳管理費及其他根據大廈公契規定可就本物業收取之其他按金及費用，買方並須償還賣方就本物業已支付的所有費用包括但不限於水電煤按金。
24. 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。
25.
 - (a) 賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(『該條例』)強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。
 - (b) 本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章)的情況下。
 - (c) 若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(在該條例定義)可依據該條例強制執行任何該等條款時：
 - (i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於本臨時合約；及
 - (ii) 賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。

Schedule to Conditions of Sale
出售條款的附表

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

Fittings and Finishes 裝置、裝修物料

Internal Wall and Ceiling 內牆及天花板	-	Emulsion paint 乳膠漆	
Flooring 地板	-	Engineered timber flooring and natural stone (portion next to balcony, utility platform or flat roof only). 複合木地板及天然石材 (緊接露台、工作平台或平台的單位部分)	
Door 門	-	Residential unit entrance door, bedroom door, bathroom door (Unit A, B & E on 3/F - 26/F, Unit A & B on 27/F - 31/F, kitchen door (Unit A on 27 - 30/F, Unit A & B on 31/F), open kitchen door (Unit B on 27/F - 30/F) (all if applicable) 住宅單位入口大門, 睡房門, 浴室門(3 樓至 26 樓 A,B 及 E 單位, 27 樓至 31 樓 A 及 B 單位), 廚房門 (27 樓至 30 樓 A 單位, 31 樓 A 及 B 單位), 開放式廚房門 (27 樓至 30 樓 B 單位) (以上各項為如適用)	Timber door 木門
		Open kitchen/ Bathroom Door (Unit C, D on 3/F -26/F) 開放式廚房 / 浴室門 (3 樓至 26 樓 C 及 D 單位)	Timber and stainless steel door 木及不鏽鋼門
		Balcony door, Utility platform door, flat roof door, roof door (all if applicable) 露台門, 工作平台門, 平台門, 天台門 (以上各項為如適用)	Aluminium framed glass door 鋁框玻璃門
Bathroom 浴室	-	Bathroom (3/F - 30/F) 浴室 (3 樓至 30 樓)	Sanitary fittings are provided. Tile, terrazzo, glass and stainless steel for wall up to false ceiling; Natural stone threshold and tile for floor; Gypsum board with emulsion paint for false ceiling. 提供潔具。牆身鋪砌瓷磚、水磨石、玻璃及不鏽鋼至假天花; 地台鋪砌天然石材門檻及瓷磚; 假天花為石膏板及乳膠漆。
		Bathroom (31/F) 浴室 (31 樓)	Sanitary fittings are provided. Natural stone, terrazzo and stainless steel for wall up to false ceiling; Natural stone for floor; Gypsum board with emulsion paint for false ceiling. 提供潔具。牆身鋪砌天然石材、水磨石及不鏽鋼至假天花; 地板鋪砌天然石材; 假天花為石膏板及乳膠漆。
Kitchen 廚房	-	Open Kitchen (Except Unit A on 3/F to 26/F) or Kitchen 開放式廚房 (3 樓至 26 樓 A 單位除外) 或 廚房	Natural stone, glass, stainless steel, tile (except those areas covered by kitchen cabinet) for wall up to false ceiling; Natural stone for floor; Gypsum board with emulsion paint for false ceiling; Reconstituted stone for cooking bench countertop. 牆身鋪砌天然石材、玻璃、不鏽鋼及瓷磚(除廚櫃背面)至假天花; 地板鋪砌天然石材; 假天花為石膏板及乳膠漆; 煮食灶台面配有人造石。
		Open Kitchen (applicable for Unit A on 3/F to 26/F) 開放式廚房 (適用於 3 樓至 26 樓 A 單位)	Natural stone, glass, stainless steel, tile (except those areas covered by kitchen cabinet) for wall up to false ceiling; Timber flooring with natural stone for floor; Gypsum board with emulsion paint for false ceiling; Reconstituted stone for cooking bench countertop. 牆身鋪砌天然石材、玻璃、不鏽鋼及瓷磚(除廚櫃背面)至假天花; 地板鋪砌木地板及天然石材; 假天花為石膏板及乳膠漆; 煮食灶台面配有人造石。

Appliances 設備

Floor 層數	Unit 單位	Appliances 設備
3/F - 26/F 3 樓至 26 樓	A,B,C,D,E	Video door phone, air-conditioner, thermo ventilator, electrical water heater, cooker hood, steam oven, refrigerator, induction hob and washer dryer 視像對講機、冷氣機、浴室寶、電熱水器、抽油煙機、蒸焗爐、雪櫃、電磁爐及洗衣乾衣機
27/F - 31/F 27 樓至 31 樓	A,B	Video door phone, air-conditioner, thermo ventilator, electrical water heater, ventilation fan, cooker hood, steam oven, refrigerator, induction hob and washer dryer 視像對講機、冷氣機、浴室寶、電熱水器、抽氣扇、抽油煙機、蒸焗爐、雪櫃、電磁爐及洗衣乾衣機

[End of Part 2: Conditions of Sale]

[第 2 部分：出售條款完]

PART 3: OFFER FORM

(To be completed by the Tenderer)

To: **The Vendor**

1. Offer

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

2. Binding agreement if offer is accepted

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

3. Address for receipt of Letter of Acceptance

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

4. Declarations, representations and warranties

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

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

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

Schedule to the Offer Form

(To be completed by the Tenderer)

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

<i>Section 2 – Tendered Property</i>		
	Floor	Unit

<i>Section 3 - Tender Price</i>			
Tender Price (HK\$)			
Cashier order(s)	Amount (HK\$)	Bank	Cashier order no.
Cheque(s)	Amount (HK\$)	Bank	Cheque no.

Section 4 – Payment plan

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

Easy Stage Payment Plan

- The Purchaser shall pay the preliminary deposit equivalent to 5% of the Purchase Price upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). The Agreement shall be signed by the Purchaser within 5 working days after date of the Letter of Acceptance.
- 5% of the Purchase Price being further deposit shall be paid within 60 days by the Purchaser after the date of the Letter of Acceptance.
- 90% of the Purchase Price being balance of the Purchase Price shall be paid by the Purchaser within 14 days after the date of the Vendor's written notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.

Stage First Mortgage Loan Payment Plan

- The Purchaser shall pay the preliminary deposit equivalent to 5% of the Purchase Price upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). The Agreement shall be signed by the Purchaser within 5 working days after date of the Letter of Acceptance.
- 5% of the Purchase Price being further deposit shall be paid within 60 days by the Purchaser after the date of the Letter of Acceptance.
- 90% of the Purchase Price being balance of the Purchase Price shall be paid by the Purchaser within 14 days after the date of the Vendor's written notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.

Stage Second Mortgage Loan Payment Plan

- The Purchaser shall pay the preliminary deposit equivalent to 5% of the Purchase Price upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). The Agreement shall be signed by the Purchaser within 5 working days after date of the Letter of Acceptance.
- 5% of the Purchase Price being further deposit shall be paid within 60 days by the Purchaser after the date of the Letter of Acceptance.
- 90% of the Purchase Price being balance of the Purchase Price shall be paid by the Purchaser within 14 days after the date of the Vendor's written notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.

Section 5 - Intermediary (if any)

Name of sales person

EA Licence No.

Estate agency

Contact No.

Section 6 - Submission checklist

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

1. Tender Document with the Offer Form completed and signed
2. Cashier order(s) and/or cheque(s)
3. Tenderer's identification documents
4. Intermediary's licence (if applicable)
5. Documents in Annex, duly signed and completed by the Tenderer:
 - (1) Measurements of the Tendered Property (undated)
 - (2) Warning to Purchasers (undated)
 - (3) Declaration of Relationship with the Vendor (undated)
 - (4) Personal Data Collection Statement (undated)
 - (5) Declaration in relation to Intermediary (undated)
 - (6) Acknowledgement Letter Regarding Operation of Gondola (undated)
 - (7) Acknowledgement Letter Regarding Title Deeds Cost Benefit (undated)
 - (8) Acknowledgement Letter Regarding A/C Platform (only applicable to Unit A on 27/F) (undated)
 - (9) Acknowledgement Letter regarding "Early Settlement Cash Rebate" (only applicable to Easy Stage Payment Plan) (undated)

Section 7 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)

We declare and agree as follows:-

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

Director(s)		
	Name	ID No. (HK/Macau/PRC) / Passport No. / B.R. No.
1.		
2.		
3.		
4.		

Section 8 - Signature of the Tenderer and witness

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

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

Signed by the Tenderer:

X

Witnessed by:

X

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

Name of the witness:

Date:

[End of Part 3: Offer Form]

第 3 部份：要約表格

(由投標者填寫)

致：賣方

1. 要約

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

2. 如要約獲接納將構成有效協議

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

3. 收取接納書的地址

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

4. 聲明、陳述及保證

本人／我們現聲明、陳述及保證如下：

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

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

要約表格的附表

(由投標者填寫)

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

第2節- 投標物業		
	樓層	單位

第3節- 投標價			
投標價 (HK\$)			
銀行本票	金額 (HK\$)	銀行	本票編號
支票	金額 (HK\$)	銀行	支票編號

第4節-付款計劃

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

輕鬆建築期付款計劃

- 買方須於投標書獲賣方接納當日(即接納書的日期)繳付相等於樓價 5%之金額作為臨時訂金。買方須於接納書的日期後的 5 個工作日內簽署正式合約。
- 買方須於接納書的日期後 60 天內再付樓價 5%作為加付訂金。
- 買方須於賣方就其有能力將住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 天內繳付樓價 90%作為樓價餘款。

建築期一按付款計劃

- 買方須於投標書獲賣方接納當日(即接納書的日期)繳付相等於樓價 5%之金額作為臨時訂金。買方須於接納書的日期後的 5 個工作日內簽署正式合約。
- 買方須於接納書的日期後 60 天內再付樓價 5%作為加付訂金。
- 買方須於賣方就其有能力將住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 天內繳付樓價 90%作為樓價餘款。

建築期二按付款計劃

- 買方須於投標書獲賣方接納當日(即接納書的日期)繳付相等於樓價 5%之金額作為臨時訂金。買方須於接納書的日期後的 5 個工作日內簽署正式合約。
- 買方須於接納書的日期後 60 天內再付樓價 5%作為加付訂金。
- 買方須於賣方就其有能力將住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 天內繳付樓價 90%作為樓價餘款。

第5節- 中介人(如有)

地產代理姓名	
地產代理牌照號碼	
公司名稱	
聯絡電話	

第6節 – 遞交清單

以下文件連同本招標文件遞交(詳情見招標公告第 2.7 段)：

1. 已填妥及簽署的招標文件及要約表格
2. 銀行本票及／或支票
3. 投標者的身份證明文件
4. 中介人的牌照(如適用)
5. 由投標者填妥並簽署的附件的文件：
 - (1) 投標物業的量度尺寸(未有填上日期)
 - (2) 對買方的警告(未有填上日期)
 - (3) 與賣方關係的聲明(未有填上日期)
 - (4) 收集個人資料聲明(未有填上日期)
 - (5) 有關中介人的聲明(未有填上日期)
 - (6) 關於吊船操作的確認函(未有填上日期)
 - (7) 有關業權契據費用優惠的確認書(未有填上日期)
 - (8) 有關冷氣機平台的確認書(只適用於 27 樓 A 單位)(未有填上日期)
 - (9) 「提早付清樓價現金回贈」確認書(只適用於輕鬆建築期付款計劃)(未有填上日期)

第7節 – 關於公司投標者的聲明(不適用於個人投標者)

我們聲明並同意如下：

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

董事		
	名稱	身份證號碼(香港/澳門/中國) / 護照號碼 / 商業登記號碼
1.		
2.		
3.		
4.		

第 8 節 – 投標者及見證人的簽署

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

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

投標者簽署：

見證人簽署：

X

X

投標者或獲授權人士的名稱(如投標者為公司)：

見證人名稱：

日期：

[第 3 部份：要約表格完]

PART 4: LETTER OF ACCEPTANCE

Richford Trading Limited and Regal Port Trading Limited

BY HAND/BY POST

Date: _____

Dear Sirs

Re: Unit [] on the [] Floor of 15 Western Street, 15 Western Street, Sai Ying Pun, Hong Kong (the "Property")

We refer to the Tender Document dated _____ submitted by you for the purchase of the Property (the "**Tender Document**"). Terms defined in the Tender Document shall have the same meaning when used in this Letter of Acceptance unless otherwise defined herein.

We write to inform you that, pursuant to paragraph 3.2 of the Tender Notice in the Tender Document, Richford Trading Limited and Regal Port Trading Limited (collectively the "**Vendor**") accept your tender submitted in the Tender Document. The following are returned with this Letter of Acceptance for your handling:-

- Tender Document
- Schedule for Legal Fee(s) (with stamp duty calculation)
- "Keep Money Laundering Away from Hong Kong" Leaflet

The Tender Document and this Letter of Acceptance constitute a binding agreement between the Vendor and you as the Purchaser for the sale and purchase of the Property. According to the Tender Document, you, as the Purchaser, shall within 5 working days after the date of this Letter of Acceptance (in this respect time shall be of the essence) (i) sign the Agreement in the standard form prepared by the Vendor's solicitors without amendment; (ii) pay the sum (if any) as being due on signing of the Agreement; and (iii) pay all stamp duties payable on the Agreement.

In the event of any discrepancy between the English version of this Letter of Acceptance and its Chinese translation, the English version shall prevail.

Yours faithfully,

For and behalf of
Richford Trading Limited and Regal Port Trading Limited

encl.

*[End of Part 4: Letter of Acceptance]
[End of the Tender Document]*

第 4 部份：接納書

富福貿易有限公司及譽港貿易有限公司

送遞/郵寄

日期：_____年_____月_____日

敬啟者

有關：**15 Western Street 西邊街 15 號**[]樓[]單位(「該物業」)

本公司就有關閣下就購買該物業遞交的日期為_____年_____月_____日的招標文件(下稱「招標文件」)致函閣下。除非本接納書另有定義，招標文件中所定義的詞語在本接納書中應具有相同含義。

本公司現致函通知閣下，根據招標文件內的招標公告第 3.2 段，富福貿易有限公司及譽港貿易有限公司(下統稱「賣方」)接納閣下於招標文件內的承投。現隨本接納書返回以下文件供閣下處理：

- 招標文件
- 律師收費表 (附印花稅計算方法)
- “嚴禁清洗黑錢”宣傳單張

招標文件連同本接納書構成賣方與閣下作為買方就買賣該物業的有約束力的協議。閣下(作為買方)須根據招標文件於本接納書的日期之後的五個工作日內辦理下列手續(必須嚴守所訂日期)：(i)簽署賣方代表律師所訂定之標準正式合約；(ii)繳交在簽署正式合約之同時應付之款項(如有)；及(iii)同時交付就正式合約應付之所有印花稅。

如本接納書的英文文本與中文譯本有任何不一致，則以英文文本為準。

此致

上述收件人

代表富福貿易有限公司及譽港貿易有限公司

附件

[第 4 部份：接納書完]
[招標文件完]

附件

Annex

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

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

1. 招標物業的量度尺寸 #
Measurements of the Tendered Property #
2. 對買方的警告 #
Warning to Purchasers #
3. 與賣方關係的聲明 #
Declaration of Relationship with the Vendor #
4. 收集個人資料聲明 #
Personal Data Collection Statement #
5. 有關中介人的聲明 #
Declaration in relation to Intermediary #
6. 關於吊船操作的確認函 #
Acknowledgement Letter Regarding Operation of Gondola #
7. 有關業權契據費用優惠的確認書 #
Acknowledgement Letter Regarding Title Deeds Cost Benefit #
8. 有關冷氣機平台的確認書 # (只適用於 27 樓 A 單位)
Acknowledgement Letter Regarding A/C Platform # (only applicable to Unit A on 27/F)
9. 「提早付清樓價現金回贈」確認書 # (只適用於輕鬆建築期付款計劃)
Acknowledgement Letter regarding “Early Settlement Cash Rebate” # (only applicable to Easy Stage Payment Plan)
10. 贈品、財務優惠或利益的列表
List of gift, financial advantage or benefit

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

Name and address of the Development: 15 Western Street, 15 Western Street #
發展項目名稱及地址： 15 Western Street, 西邊街 15 號#

#Provisional street number subject to confirmation when the Development is completed #此臨時門牌號數有待本發展項目建成時確認

Floor 樓 Unit 單位
(the "Property" "該物業")

Purchaser(s) 買方: _____

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

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

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

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

Date 日期:

Signature of Purchaser(s)
買方簽署:

WARNING TO PURCHASERS**PLEASE READ CAREFULLY**

對買方的警告
買方請小心閱讀

Name and address of the Development: 15 Western Street, 15 Western Street #

發展項目名稱及地址： 15 Western Street, 西邊街 15 號#

#Provisional street number subject to confirmation when the Development is completed #此臨時門牌號數有待本發展項目建成時確認

Floors 樓 Unit 單位
(the "Property" "該物業")

Purchaser(s) 買方:

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

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

我/我們已收到此警告之副本及完全明白此警告之內容。

Date 日期：

Signature of Purchaser(s)

買方簽署：

To: Richford Trading Limited 富福貿易有限公司, Regal Port Trading Limited 譽港貿易有限公司("the Vendor" "賣方")
From: ("the Purchaser" "買方")

Dear Sirs,
敬啟者:

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

Name and address of the Development: 15 Western Street, 15 Western Street #
發展項目名稱及地址: 15 Western Street, 西邊街 15 號#

#Provisional street number subject to confirmation when the Development is completed #此臨時門牌號數有待本發展項目建成時確認

Floor 樓 Unit 單位
(the "Property" "該物業")

Purchaser(s) 買方:

The Purchaser(s) hereby confirm that the Purchaser(s) is/are independent third party, and is/are NOT a related party to the Vendor.
買方現確認買方是獨立的第三者，與賣方並非有關連人士

OR 或

The Purchaser(s) hereby confirms that the Purchaser(s) is/are a related party to the Vendor under Residential Properties (First-Hand Sales) Ordinance, being:-

就《一手住宅物業銷售條例》而言，買方謹此確認買方是賣方的「有關連人士」，即：-

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

"holding company of the Vendor" means any of the following:-
(賣方的控股公司) 指以下其中任何一項：-

China Vanke Co., Ltd.*, Shanghai Vanke Investment and Management Company Limited*, Shanghai Vanke Company Limited*, Vanke Property (Hong Kong) Company Limited, Wkinv HK Holdings Limited, Wkinv HK II Limited, Quasi Rich Limited, Tristar Point Solutions Ltd (In respect of Regal Port Trading Limited), Peace Summer Limited (In respect of Richford Trading Limited)
萬科企業股份有限公司、上海萬科投資管理有限公司、上海萬科企業有限公司、萬科置業(香港)有限公司、Wkinv HK Holdings Limited、Wkinv HK II Limited、Quasi Rich Limited、Tristar Point Solutions Ltd (譽港貿易有限公司的控股公司)、Peace Summer Limited (富福貿易有限公司的控股公司)

*The English name is for identification purpose only. 英文名稱僅供識別

"associate corporation", in relation to a corporation or specified body, means (a) a subsidiary of the corporation or specified body; or (b) a subsidiary of a holding company of the corporation or specified body
「有聯繫法團」就某法團或指明團體而言，指(a)該法團或指明團體的附屬公司；或(b)該法團或指明團體的控股公司的附屬公司；

"subsidiary" means a subsidiary within the meaning of the Companies Ordinance (Cap. 622)
「附屬公司」指《公司條例》(第 622 章)所指的附屬公司；

"manager" has the meaning given by section 2(1) of the Companies Ordinance (Cap.622)
「經理」具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵義; and

"private company" has the meaning given by section 11 of the Companies Ordinance (Cap.622)
「私人公司」具有《公司條例》(第 622 章)第 11 條給予該詞的涵義。

The Purchaser(s) declares that the above information is accurate and complete. 買方謹此聲明上述提供資料正確及完整。

The Purchaser(s) hereby further undertake to notify you forthwith in writing on any change of the above information on or prior to our/my signing of the formal Agreement for Sales and Purchase of the Property.

買方茲進一步承諾如買方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，買方將即時以書面通知貴公司。

Date 日期：

Signature of Purchaser(s)
買方簽署:

Name of Purchaser 買方姓名：

Personal Data Collection Statement**收集個人資料聲明**

Name and address of the Development: 15 Western Street, 15 Western Street #
發展項目名稱及地址： 15 Western Street, 西邊街 15 號#

#Provisional street number subject to confirmation when the Development is completed #此臨時門牌號數有待本發展項目建成時確認

Vendor 賣方: Richford Trading Limited 富福貿易有限公司, Regal Port Trading Limited 譽港貿易有限公司

Purchaser(s) 買方:

Please read the following notes carefully as they contain important information about how we would like to use your personal data.
敬請閣下細閱下列各項須知，因其載有關於我們希望如何使用閣下的個人資料之重要資訊

The Vendor and Vanke Holdings (Hong Kong) Company Limited ("Vanke") wishes to collect your name, identity card / passport number, mailing address, telephone number, email address and fax number (collectively "personal data") for the purposes of:

賣方及萬科控股(香港)有限公司(「萬科」)擬收集閣下的姓名、身份證/護照號碼、通訊地址、電話號碼、電郵地址及傳真號碼(統稱「個人資料」)作下列用途：

(i) dealing with all legal and other necessary administrative matters relating to your purchase of residential unit(s) and/or parking space(s) in the Development by the Vendor and Vanke, protecting their interests in the Development, and monitoring the work of Vanke by the Vendor ("Obligatory Purposes"); and
(i) 供賣方以及萬科處理與閣下購買發展項目的住宅單位及/或車位有關的所有法律及其他必需的行政事宜並保障前述各方在發展項目中的權益，以及供賣方監察萬科的工作(「強制性用途」)；及

(ii) sales and direct marketing to you by the Vendor and/or Vanke and/or the holding companies or fellow subsidiaries of Vanke (whether in or outside Hong Kong) regarding all of their respective property development or rental projects, including but not limited to the direct marketing to you of the residential units and/or parking spaces in the Development and conducting marketing, sale and statistical analysis ("Voluntary Purposes").

(ii) 供賣方及/或萬科及/或萬科之控股或姊妹公司(不論是否在香港)就在開發項目或出租項目向閣下作出銷售及直接促銷，包括但不限於向閣下作出在發展項目的住宅單位及/或車位的直接促銷，以及進行促銷、銷售及統計分析(「自願性用途」)。

Your personal data is required by the Vendor and Vanke for the Obligatory Purposes. If you do not provide your personal data to the Vendor and Vanke for these purposes, the Vendor and Vanke will not be able to carry out the Obligatory Purposes which may adversely affect your purchase of residential unit(s) and/or parking space(s) in the Development and/or administrative matters relating to the same.

賣方及萬科乃需要閣下的個人資料作強制性用途。如果閣下不提供閣下的個人資料予賣方及萬科作此等用途，賣方及萬科將不能夠作出強制性用途，這可能對閣下購買在發展項目中的住宅單位及/或車位及/或與此有關的行政事宜有不利影響。

The Voluntary Purposes are only voluntary purposes and you are not obliged to consent to the use of your personal data for these purposes if you do not wish the Vendor and/or Vanke and/or the holding companies or fellow subsidiaries of Vanke to use your personal data for direct marketing in relation to the property development or rental projects, including but not limited to the residential units and/or parking spaces in the Development, or marketing, sale and statistical analysis.

自願性用途僅屬自願性質，如果閣下不希望賣方及/或萬科及/或萬科之控股或姊妹公司使用閣下的個人資料向閣下進行開發項目或出租項目(包括但不限於在發展項目的住宅單位及/或車位)的直接促銷，或者促銷、銷售及統計分析，閣下並無責任同意閣下的個人資料被用作此等用途。

The Vendor and Vanke may not so use or provide your personal data for the Voluntary Purposes unless they received your written consent to the intended use and provision.

除非已獲得閣下有關於此等使用或提供的書面同意，賣方及萬科不得使用或提供閣下的個人資料作自願性用途。

The Vendor and Vanke will take all practicable steps to keep your personal data confidential, and **if you agree and provide your written consent**, will provide and transfer your personal data to the holding companies and/or the fellow subsidiaries of Vanke (whether in or outside Hong Kong), banks, financial institutions, estate agents and third party service providers who may then use your personal data for the Voluntary Purposes. The Vendor and Vanke will not transfer your personal data to any other person without your consent.

賣方及萬科將會採取所有切實可行的步驟，以保密閣下的個人資料，及**如果閣下同意及提供書面同意**，將會把閣下的個人資料提供及轉移予萬科之控股或姊妹公司(不論是否在香港)、銀行、財務機構、地產代理及第三者服務供應商，而前述各方繼而可使用閣下的個人資料作自願性用途。在沒有閣下同意下，賣方及萬科不會把閣下的個人資料轉移予任何其他人士。

You may withdraw your consent and require the Vendor and/or Vanke at any time to cease using your personal data for the Voluntary Purposes and the Vendor and/or the Vanke must so cease, without charge.

閣下可隨時撤回閣下的同意並要求賣方及/或萬科停止使用閣下的個人資料作自願性用途，而賣方及/或萬科必須在不收費的情況下停止如此使用該等資料。

The Vendor and Vanke will keep your personal data only for so long as necessary to fulfill the Obligatory Purposes and, if you consent, the Voluntary Purposes. Upon fulfillment of the Obligatory Purposes and, if you consent, the Voluntary Purposes, and withdrawal of your consent or occurrence of other circumstances where your personal data is no longer required, the Vendor and Vanke will destroy your personal data as soon as practicable after the Vendor and Vanke are no longer obliged to retain such data by law.

賣方及萬科將只在為落實強制性用途及(如果閣下同意)自願性用途所需的期間內，方會保存閣下的個人資料。

在落實強制性用途及(如果閣下同意)自願性用途後、閣下撤回同意或者出現發生不再需要閣下的個人資料之其他情況時，賣方及萬科將會在根據法律再無責任保留閣下的個人資料之後，在切實可行的範圍內盡快銷毀該等資料。

You may at any time request access to and/or correct your personal data in the Vendor's and Vanke's records. To exercise these rights, you may contact the Vendor and Vanke at the address below by stating your communication as "Confidential".

閣下可隨時要求查閱及/或改正賣方及萬科的紀錄中閣下的個人資料。如要行使此等權利，閣下可按以下地址與賣方及萬科聯絡，並在閣下的通訊註明「保密」字樣。

If you would like to (1) request (i) access to data or correction of data and/or (ii) general information regarding the Vendor's and Vanke's policies and practices with respect to personal data and (2) raise general questions and complaints about the Vendor and Vanke's handling of personal data, please address your communication to the following (marked "Confidential"):

如欲 (1) 要求 (i) 查閱資料或改正資料及/或 (ii) 索取有關賣方及萬科在個人資料方面的政策及實務的一般資料及 (2) 提出有關賣方及萬科處理個人資料的一般問題及投訴，應致函予以下人士(註明「保密」字樣)：

Richford Trading Limited, Regal Port Trading Limited
Address: 55/F., Bank of China Tower, 1 Garden Road, Central, Hong Kong
Attn: Personal Data Privacy Officer
富福貿易有限公司, 譽港貿易有限公司
地址：香港中環花園道 1 號中銀大廈 55 樓
個人資料私隱主任

Vanke Holdings (Hong Kong) Company Limited
Address: 55/F., Bank of China Tower, 1 Garden Road, Central, Hong Kong
Attn: Personal Data Privacy Officer
萬科控股(香港)有限公司
地址：香港中環花園道 1 號中銀大廈 55 樓
個人資料私隱主任

I have read this Statement and agree to its terms.

本人已閱讀本聲明並同意其條款。

By checking this box, I instruct the Vendor and Vanke **NOT** to use my personal data for the Voluntary Purposes described above. (If I do not check this box, I understand that the Vendor and Vanke will use my personal data for its Voluntary Purposes described above.)

本人在此空格加上剔(「✓」)號，即表示本人指示賣方及萬科不得使用本人的個人資料作上述自願性用途。(如果本人並不在此空格加上剔(「✓」)號，即表示本人明白，賣方及萬科將會使用本人的個人資料作其上述自願性用途。)

Signature of Purchaser(s): _____

買方簽署：

Name of Purchaser:

買方姓名：

Date:

日期：

If there is any inconsistency between the English and Chinese version, the English version shall prevail.

英文版本與中文版本如有任何抵觸，應以英文版本為準。

Declaration in relation to Intermediary**有關中介人的聲明**

Name and address of the Development: 15 Western Street, 15 Western Street #

發展項目名稱及地址： 15 Western Street, 西邊街 15 號#

#Provisional street number subject to confirmation when the Development is completed #此臨時門牌號數有待本發展項目成時確認

Floor 樓 Unit 單位
(the "Property" "該物業")

Purchaser(s) 買方:

Vendor 賣方: Richford Trading Limited 富福貿易有限公司, Regal Port Trading Limited 譽港貿易有限公司

1. The Purchaser(s) hereby declare(s) that the following person has introduced the Purchaser to the Vendor for the purchase of the Property under a Preliminary Agreement for Sale and Purchase:

買方確認經由下述人士介紹到賣方簽署臨時買賣合約購買該物業：

Name 姓名：

EAA License No. 地產代理牌照號碼：

Estate Agency 所屬地產代理公司：

The aforesaid person and the estate agency to which he/she belongs will each be referred to as an "Intermediary".

上述介紹人及其所屬地產代理公司後各稱「中介人」。

2. The Purchaser(s) acknowledge(s) and confirm(s) the followings:

買方確認知悉及確認以下各項：

- (a) 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 Purchaser 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.

任何中介人均沒有代賣方作出、亦沒有被賣方授權或批准代賣方作出任何口頭或書面的協議、陳述、保證或承諾。賣方不須就任何中介人所作出的任何協議、陳述、保證或承諾（如有）向買方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。

- (b) 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 Purchaser 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 Purchaser 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.).

賣方及其職員並無亦不會直接或間接向買方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。買方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，買方應向廉政專員公署 (I.C.A.C.) 舉報。

- (c) The Vendor did not and will not authorize any Intermediary to collect any fees or commissions from the Purchaser.

賣方並無亦不會授權任何中介人向買方收取任何費用或佣金。

- (d) The Vendor is not and will not be involved in any dispute between the Purchaser 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 and the formal Agreement for Sale and Purchase of the Property.

買方與任何中介人之任何繆軋，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。

3. The Chinese translation of this declaration is for reference purposes only. In case of any conflict or discrepancy between the Chinese and English versions of this declaration, the English version shall prevail.

本聲明中文譯本僅供參考，如本聲明的中英文文本有任何歧義，概以英文文本為準。

Signature of Purchaser(s)

買方簽署：

Date 日期：

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

Name and address of the Development: 15 Western Street, 15 Western Street #

發展項目名稱及地址： 15 Western Street, 西邊街 15 號#

#Provisional street number subject to confirmation when the Development is completed #此臨時門牌號數有待本發展項目建成時確認

Floor 樓 Unit 單位
(the "Property" "該物業")

Purchaser(s) 買方:

Vendor 賣方: Richford Trading Limited 富福貿易有限公司, Regal Port Trading Limited 譽港貿易有限公司

1. I/We, the undersigned, hereby acknowledge and are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that:-
本人/吾等，即下方簽署人，特此確認本人/吾等簽署本物業的臨時買賣合約前已清楚明白以下事項：
 - (a) Under the Deed of Mutual Covenant and Management Agreement (the "DMC") in respect of the Development:- the Manager shall have the power to operate the gondola system in the Development and for the avoidance of doubt the Manager may move and use a gondola in or through the airspace over any balcony, utility platform or flat roof or any other area forming part of any Flat.
按照發展項目的公契及管理協議(「公契」)的規定：管理人有權力於發展項目中操作吊船系統，而為免存疑，管理人可於或自任何住宅物業的露台、工作平台或平台或其物業任何其他地方上空操作吊船及使其進入或穿過任何住宅物業的露台、工作平台或平台或其物業任何其他地方上空。
 - (b) My/our enjoyment of the balcony, utility platform, flat roof (if any) and/or any other area forming part of the Property may be adversely affected during the operation of the gondola.
吊船操作時，可能對本人/吾等享用屬於本物業的露台、工作平台、平台（如有）及/或其物業任何其他地方造成不利影響。
2. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.
本人/吾等確認及聲明本人/吾等同意購入物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。
3. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.
如本函之中英文文本有任何歧義，一切以英文文本為準。

Date 日期：

Signature of Purchaser(s):

買方簽署：

Acknowledgement Letter Regarding Title Deeds Cost Benefit**有關業權契據費用優惠的確認書**

Name and address of the Development: 15 Western Street, 15 Western Street #
 發展項目名稱及地址: 15 Western Street, 西邊街 15 號 #
 #Provisional street number subject to confirmation when the Development is completed
 #此臨時門牌號數有待本發展項目建成時確認

Floor 樓 Unit 單位
 (the "Property" "該物業")

Purchaser(s) 買方:

Vendor 賣方: Richford Trading Limited 富福貿易有限公司
 Regal Port Trading Limited 譽港貿易有限公司

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 pay on behalf of you the costs of certified copies of title deeds and documents for the Property (the "Benefit") subject to your full compliance with the following terms and conditions :-

閣下於本函日期簽訂臨時買賣合約（「臨時合約」）購買該物業。現特此確認，賣方會準備為閣下支付該物業之業權契據及文件核證副本之費用（「該優惠」），惟閣下須受以下條款及條件規限：

1. You shall execute the formal Agreement for Sale and Purchase in respect of the Property (the "Agreement") within 5 working days after signing the Preliminary Agreement in accordance with the terms and conditions contained in the Preliminary Agreement.
 閣下須於簽署臨時合約後的 5 個工作日內按臨時合約之條款及條件簽立有關該物業的正式買賣合約（「正式合約」）。
2. Subject to the full observance and performance of and compliance with the terms and conditions as set out in this Letter, the Preliminary Agreement and the Agreement on your part and the completion of the sale and purchase of the Property ("Completion"), including, without limitation, making full payment of the Purchase Price of the Property, the Benefit will be provided to you in such manner as the Vendor may decide as at Completion.
 在完全遵守、履行及符合閣下於本函、臨時合約及正式合約所列的條款及條件及該物業買賣已完成（「成交」）的前提下，包括但不限於全額支付該物業之樓價，該優惠將以賣方決定之方式於成交時提供予閣下。
3. In the event that you fail to observe, perform or comply with any of the terms and conditions contained in this Letter, the Preliminary Agreement or the Agreement, or that the Preliminary Agreement or the Agreement is cancelled or terminated, the Vendor shall be entitled to withdraw and/or request for the return of the Benefit or (as the case may be) the refund of monies equivalent to the value of the Benefit forthwith from you without prejudice to the Vendor's other rights and claims under the Preliminary Agreement, the Agreement or other applicable laws.
 若閣下未能遵守、履行或符合本函、臨時合約或正式合約內任何條款或條件，或臨時合約或正式合約遭終止或取消，賣方有權即時撤銷及/或要求閣下退還該優惠或（視乎情況而定）退回等同該優惠價值的款項，且並不損害賣方於臨時合約、正式合約或其他適用法律下之其他權利及申索。
4. This Letter is an agreement independent of the Preliminary Agreement and the Agreement and nothing in the contents of this Letter shall be deemed to supersede or vary any terms and/or conditions of the Preliminary Agreement or the Agreement. All the rights and remedies of the Vendor under the Preliminary Agreement and the Agreement shall not be affected by this Letter. This Letter constitutes an agreement between the parties hereto independent from your purchase of the Property, the Preliminary Agreement and the Agreement and nothing herein contained or any failure by any party hereto to observe or perform any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Preliminary Agreement or the Agreement, or the rights, duties or obligations of the parties to the Preliminary Agreement or the Agreement. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, you shall remain liable to be bound to observe and perform all the terms and conditions in the Preliminary Agreement and the Agreement and to complete the purchase of the Property in accordance with the provisions of the Preliminary Agreement and Agreement. Any claim that you may have under or in relation to or in connection with this Letter shall be a claim against the Vendor for damages only.
 本函為一獨立於臨時合約及正式合約之協議，本函任何內容均不得視作取替或更改臨時合約或正式合約內的任何條款及/或條件。賣方所有臨時合約及正式合約下之權利及補救方法均不受本函影響。本函乃由本函各方之間訂立且獨立於閣下購買該物業、臨時合約及正式合約之協議，本函任何內容或本函任何一方未能遵守或履行其於本函下之任何責任均不會以任何方式損害、變更或影響臨時合約或正式合約的運作、有效性或可強制執行性或臨時合約或正式合約各方的權利、義務或責任。為免生疑問，若賣方未能履行其於本函內之責任，閣下仍須遵守及履行臨時合約及正式合約的所有條款及條件及按臨時合約及正式合約的條款完成購買該物業。所有按或就本函提出的或與本函有關連的而可由閣下對賣方提出的申索，只能是為取得損害賠償的申索。
5. Any failure on the Vendor's part (due to any reason whatsoever) to provide the Benefit to you on Completion in accordance with the terms and conditions of this Letter shall not entitle you to terminate or rescind the Agreement or to ask for a reduction of the purchase price for the Property. You shall still be obliged to perform and comply with all the terms and conditions of the Agreement and to complete the purchase of the Property in accordance with the terms and condition contained therein. This Clause shall not prejudice the generality of Clause 4.
 如賣方未能於成交時按本函的條款和條件提供該優惠予買方（不論基於任何原因），閣下亦不得以此為理由終止或撤銷買賣合約或要求降低該物業的售價。閣下仍有責任遵守買賣合約所有條款和條件及按買賣合約條款和條件完成買賣該物業。本條並不影響第 4 條之概括性。
6. All the rights and benefits conferred on you upon the terms and conditions of this Letter are non-assignable and non-transferable and can only be exercised and enjoyed by you personally.
 所有根據本函條款及條件賦予閣下之權利及優惠均不能轉讓及轉移，及只能由閣下本人行使及享用。
7. A person who is not a party to this Letter shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this Letter.
 並非本函一方之人士並無任何權利按《合約（第三者權利）條例》強制執行本函任何條款及條件或享有本函任何條款及條件之利益。
8. The Chinese version of this Letter is for reference only and the English version thereof shall prevail in case of disparity.
 本函之中文譯本僅供參考之用，如有差異，仍以英文本為準。

After due and careful consideration of the aforesaid terms and conditions contained in this letter, I/we agree to accept the same and be bound by the terms and conditions herein set out.

經小心考慮本信件內的條款及細則後，本人/吾等同意接受本信件內的條款及細則及受其約束。

Signature of Purchaser(s):

買方簽署：

Date 日期

(only applicable to Unit A on 27/F 只適用於 27 樓 A 單位)

Acknowledgement Letter Regarding A/C Platform
有關冷氣機平台的確認書

Name and address of the Development: 15 Western Street, 15 Western Street

發展項目名稱及地址： 15 Western Street, 西邊街 15 號

#Provisional street number subject to confirmation when the Development is completed #此臨時門牌號數有待本發展項目建成時確認

Floor 樓 Unit 單位
 (the "Property" "該物業")

Purchaser(s) 買方:

Vendor 賣方: Richford Trading Limited 富福貿易有限公司
 Regal Port Trading Limited 譽港貿易有限公司

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

本人/我等謹此確認及聲明，在本人/我等簽署上述物業之臨時買賣合約前，本人/我等完全明白及接受以下事項：

1. 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. The location of such areas/platforms are for identification purpose only as shown in the plan(s) annexed hereto (the "A/C Platform").
 本物業的分體式空調機的室外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/平台並不能從該物業直接進出。該地方/平台於附圖上顯示僅作識別之用(「冷氣機平台」)。
2. The owner(s) of the properties in the Development 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 "Works").
 發展項目的物業業主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)。
3. 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.
 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)。
4. I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.
 本人/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。
5. In the event of any conflict or discrepancy between the Chinese and English version of this document, the English version shall prevail.
 如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signature of Purchaser(s):

買方簽署：

Date 日期：

(only applicable to Easy Stage Payment Plan 只適用於輕鬆建築期付款計劃)

Acknowledgement Letter regarding “Early Settlement Cash Rebate”

「提早付清樓價現金回贈」確認書

Name and address of the Development: 15 Western Street, 15 Western Street #
發展項目名稱及地址： 15 Western Street, 西邊街 15 號 #

#Provisional street number subject to confirmation when the Development is completed
#此臨時門牌號數有待發展項目建成時確認

Floor 樓 Unit 單位
(the “Property” “該物業”)

Purchaser(s) 買方:

Vendor 賣方: Richford Trading Limited 富福貿易有限公司
Regal Port Trading Limited 譽港貿易有限公司

We refer to your purchase of the Property under the Preliminary Agreement for Sale and Purchase you entered into at the date hereof (the “Preliminary Agreement”). We hereby confirm that the Vendor is prepared to provide you a cash rebate of 2% of the Purchase Price (“Cash Rebate”) of the Property, if you have fully settled the Purchase Price within 120 days after signing the Preliminary Agreement and subject to your full compliance with the following terms and conditions:-

閣下於本函日期簽訂臨時買賣合約（「臨時合約」）購買物業。現特此確認，如閣下於簽署臨時合約後的 120 天內全數付清該物業的售價，賣方將提供相等於該物業的售價 2%之現金回贈（「現金回贈」）予閣下，惟閣下須受以下條款及條件規限：

1. You shall execute the formal Agreement for Sale and Purchase (the “Agreement”) within 5 working days after signing the Preliminary Agreement in accordance with the terms and conditions contained in the Preliminary Agreement.

閣下須於簽署臨時合約後的 5 個工作日內按臨時合約之條款及條件簽立正式買賣合約（「正式合約」）。

2. Subject to the full observance and performance of and compliance with the terms and conditions as set out in this Letter, the Preliminary Agreement and the Agreement on your part, the Cash Rebate will be paid to you and upon payment of the Cash Rebate by the Vendor, the Vendor's obligation in relation to the payment of the Cash Rebate under this Letter, if any, shall be absolutely discharged.

在完全遵守、履行及符合閣下於本函、臨時合約及正式合約所列的條款及條件的前提下，現金回贈將支付予閣下。一經賣方支付現金回贈，賣方於本函中有關支付現金回贈的責任（如有）將完全解除。

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

若閣下未能遵守、履行或符合本函、臨時合約或正式合約內任何條款或條件，賣方有權即時撤銷及/或要求退還現金回贈，且並不損害賣方於臨時合約、正式合約或其他適用法律下之其他權利及申索。

4. You will be deemed as having made a payment of a part of the Purchase Price of the Property only if and when the Vendor's solicitors have received the payment in full of that part of the Purchase Price. The manner of payment of the Cash Rebate shall be that as the Vendor may decide, including without limitation that upon the receipt of the balance of the Purchase Price (less the amount of Cash Rebate) by the Vendor's solicitors within 120 days after signing the Preliminary Agreement, the Vendor shall apply the Cash Rebate as a direct set off against the remaining unpaid part of the balance of the Purchase Price. You shall by latest 14 working days before your intended making full payment of the Purchase Price of the Property notify the Vendor using the form as attached to this Letter.

售價的任何部分，只有在賣方律師已經收受物業該售價的部分全數後，閣下方會被視作已支付該售價的部分。現金回贈支付方式由賣方指定，包括但不限於當賣方律師已經於簽署臨時合約後的 120 天內收受售價餘款（減去現金回贈金額）時，賣方將現金回贈直接抵消售價餘款之未繳部份作為支付現金回贈。閣下須最遲於擬全數支付物業售價前 14 個工作日內以附於本函之表格通知賣方。

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

本函為一獨立於臨時合約及正式合約之協議，本函任何內容均不得視作取替或更改臨時合約或正式合約內的任何條款及/或條件。賣方所有臨時合約及正式合約下之權利及濟助均不受本函影響。本函乃由本函各方之間訂立且獨立於閣下購買物業、臨時合約及正式合約之協議，本函任何內容或本函任何一方未能遵守或履行其於本函下之任何責任均不會以任何方式損害、變更或影響臨時合約或正式合約的運作、有效性

或可強制執行性或臨時合約或正式合約各方的權利、義務或責任。為免生疑問，若賣方未能履行其於本函內之責任，閣下仍須遵守及履行臨時合約及正式合約的所有條款及條件及按臨時合約及正式合約的條款完成購買物業。所有按或就本函提出的或與本函有關連的而可由閣下對賣方提出的申索，只能是為取得損害賠償的申索。

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

所有根據本函條款及條件賦予閣下之權利及優惠均不能轉讓及轉移，及只能由閣下本人行使及享用。

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

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

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

本函之中文譯本僅供參考之用，如有差異，仍以英文本為準。

Signature of Vendor:

賣方簽署：

For and on behalf of

代表

Richford Trading Limited 富福貿易有限公司

and

Regal Port Trading Limited 譽港貿易有限公司

Date 日期：

After due and careful consideration of the aforesaid terms and conditions contained in this letter, we/I agree to accept the same and be bound by the terms and conditions herein set out.

經小心考慮本信件內的條款及細則後，本人/吾等同意接受本信件內的條款及細則及受其約束。

Signature of Purchaser(s):

買方簽署：

Date 日期：

Notification Form for Early Settlement Cash Rebate

「提早付清樓價現金回贈」通知表格

Name and address of the Development: 15 Western Street, 15 Western Street #
發展項目名稱及地址： 15 Western Street, 西邊街 15 號 #

#Provisional street number subject to confirmation when the Development is completed
#此臨時門牌號數有待發展項目建成時確認

Floor 樓 Unit 單位
(the "Property" "該物業")

Purchaser(s) 買方: _____
Tel. No. 聯絡電話: _____

To Vendor 致賣方: Richford Trading Limited 富福貿易有限公司
Regal Port Trading Limited 譽港貿易有限公司

The Purchaser hereby gives notice that the Purchaser intends to settle the Purchase Price of the Property in full on _____ ("Intended Settlement Date").
買方擬於 _____ (「擬付清日」) 付清該物業售價，特此通知。

Signature(s) of Purchaser(s) 買方簽署

Date 日期

贈品、財務優惠或利益的列表

List of gifts, financial advantage or benefit

第 I 部份

Part I

1. 視乎買方其要約表格所選擇的支付辦法，賣方將就購買該物業向買方提供以下該支付辦法相關的贈品、財務優惠或利益。
Depending on the payment plan selected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits of the payment plan will be made available by the Vendor to the Purchaser in connection with the purchase of the Property.
2. 除非本列表另有定義，招標文件中各用語的定義適用於本贈品、財務優惠或利益的列表的用語。
All capitalised items in this list of gifts, financial advantage or benefits, unless otherwise defined, shall have the meanings ascribed to them in the Tender Document.
3. 如臨時合約及正式合約因任何原因終止或取消，則賣方提供贈品、財務優惠及利益的協議將無效。
The Vendor's offer to provide the gifts, financial advantage or benefits shall be withdrawn if the Preliminary Agreement and the Agreement is/are terminated or cancelled for whatever reason.
4. 根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠(如有)；而有關還款能力之要求(包括但不限於供款與入息比率之上限)將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。
According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the Purchaser in connection with the purchase of a residential property will be deducted from the purchase price when calculating the loan-to-value ratio by the bank; and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.
5. 所有就購買該物業而連帶獲得的任何折扣、贈品、財務優惠或利益均只提供予買方及不可轉讓。賣方有絕對酌情權決定買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。
All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of the Property are offered to the Purchaser only and shall not be transferable. The Vendor has absolute discretion in deciding whether a Purchaser is entitled to those discount, gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those discount, gift, financial advantage or benefit. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.

第 II 部份

Part II

- (a) **第一按揭貸款 First Mortgage Loan (只適用於選擇建築期一按付款計劃之投標者) (Only applicable to the tenderer(s) who has selected Stage First Mortgage Loan Payment Plan)**
- (1) 買方可向賣方指定的一按財務機構(「指定財務機構」)申請一按貸款(「第一按揭貸款」)。指定財務機構有權隨時停止提供第一按揭貸款而無須另行通知。第一按揭貸款主要條款及條件如下。
Purchaser(s) can apply for first mortgage loan ("first mortgage loan") from the Vendor's designated first mortgage financing company ("designated financing company"). The Vendor's designated financing company may stop providing the first mortgage loan at any time without further notice. The key terms and conditions of the first mortgage loan are as follows.
 - (2) 成交金額為港幣 833 萬或以下的住宅物業的第一按揭貸款最高金額為成交金額的 80%；成交金額為港幣 833 萬以上但港幣 1,000 萬以下的住宅物業的第一按揭貸款最高金額為港幣 500 萬加成交金額的 20%；成交金額為港幣 1,000 萬或以上的住宅物業的第一按揭貸款最高金額為成交金額的 70%。
The maximum amount of first mortgage loan shall be 80% of the Transaction Price if the Transaction Price of the residential property is or under HK\$8.33 million. The maximum amount of first mortgage loan shall be HK\$5 million plus 20% of the Transaction Price if the Transaction Price of the residential property is over HK\$8.33 million but under HK\$10 million. The maximum amount of first mortgage loan shall be 70% of the Transaction Price if the Transaction Price of the residential property is or over HK\$10 million.
 - (3) 第一按揭貸款年期最長可達 25 年。

The maximum tenor of the first mortgage loan is up to 25 years.

- (4) 第一按揭貸款的利率全期以指定財務機構不時報價之港元最優惠利率(“P”)減 2.75 % p.a.計算。P 隨利率浮動調整，於招標文件日期 P 為 5.25 % p.a.。利率以指定財務機構最終審批結果決定。利率是指年利率。

The interest rate of the first mortgage loan shall be calculated at 2.75 % p.a. below the Hong Kong Dollar prime rate quoted by the designated financing company from time to time (“P”). P is subject to fluctuation. P as at the date of this Tender Document is 5.25% p.a.. The interest rate will be subject to final approval and decision by the designated financing company. Interest rate means interest rate per annum.

- (5) 第一按揭貸款以該住宅物業之第一衡平法按揭及第一法定按揭作抵押。

The first mortgage loan shall be secured by a first equitable mortgage and a first legal mortgage over the residential property.

- (6) 買方及擔保人(如有)須於第一按揭貸款的預計支取日期不少於四十五天前帶同已簽署的臨時合約正本、身份證明文件及入息證明，親身前往指定財務機構辦理第一按揭貸款的申請。買方及擔保人(如有)必須提供身份證明及指定財務機構所須文件之副本，所有提交的文件，一律不予發還。所有買方及擔保人(如有)必須親身前往指定財務機構指明的代表律師樓簽署有關法律文件。

The purchaser(s) and guarantor(s) (if any) has/have to attend the office of the designated financing company in person and bring along the original PASP signed, his/her/their identity documents and income proof to process the application of first mortgage loan no later than forty-five (45) days prior to the anticipated loan drawdown date. The purchaser(s) and guarantor(s) (if any) must also provide duplicate copies of their identity documents and all relevant supporting evidence as the designated financing company may think necessary. The documents provided will not be returned. All the purchaser(s) and guarantor(s) (if any) must sign the relevant legal documents personally at the office of the solicitors' firm specified by the designated financing company.

- (7) 買方及擔保人(如有)須按指定財務機構要求提供足夠文件證明其還款能力。

The purchaser(s) and guarantor(s) (if any) shall provide sufficient documents to prove his/her/their repayment ability upon request of the designated financing company.

- (8) 所有有關第一按揭之法律文件須由指定財務機構指明的代表律師樓擬備。如成功申請，買方須單獨繳付所有有關第一按揭貸款之一切律師費用及其他開支。

All legal document in relation to the first mortgage must be prepared by the solicitors' firm specified by the designated financing company. All legal costs and other expenses incurred in respect of the first mortgage loan shall be paid by the purchaser(s) solely if the application is successful.

- (9) 買方於決定申請第一按揭貸款前，敬請先向指定財務機構查詢有關詳情，以上所有主要條款、優惠(如有)及第一按揭貸款批出與否，指定財務機構有最終決定權。不論第一按揭貸款獲批與否，買方仍須完成購買住宅物業及繳付住宅物業的成交金額全數。就第一按揭貸款之批核，賣方並無給予或視之為已給予任何聲明或保證。

The purchaser(s) is advised to enquire with the designated financing company on details before deciding to apply for the first mortgage loan. All the above key terms, offers (if any) and the approval or disapproval of the first mortgage loan are subject to the final decision of the designated financing company. The purchaser(s) shall complete the purchase of the residential property and shall fully pay the Transaction Price of the residential property irrespective of whether the first mortgage loan is approved or not. No representative or warranty is given, or shall be deemed to have been given by the Vendor as to the approval of the first mortgage loan.

- (10) 第一按揭貸款受指定財務機構不時所訂之其他條款及細則約束。

The first mortgage loan is subject to other terms and conditions as may from time to time be stipulated by the designated financing company.

- (11) 有關第一按揭貸款之批核與否及按揭條款及條件以指定財務機構之最終決定為準，且於任何情況下賣方均無須為此負責。

The terms and conditions and the approval of applications for the first mortgage loan are subject to the final decision of the designated financing company, and the Vendor shall under no circumstances be responsible therefor.

(b) 第二按揭貸款 Second Mortgage Loan (只適用於選擇建築期二按付款計劃之投標者) (Only applicable to the tenderer(s) who has selected Stage Second Mortgage Loan Payment Plan)

- (1) 買方可向賣方指定的二按財務機構(Vanke Property Mortgage Limited) (「指定財務機構」)申請第二按揭貸款(「第二按揭貸款」)。指定財務機構有權隨時停止提供第二按揭貸款而無須另行通知。第二按揭貸款主要條款及條件如下。

Purchaser(s) can apply for second mortgage loan ("second mortgage loan") from the designated second mortgage financing company (Vanke Property Mortgage Limited) ("designated financing company"). The designated financing company may stop providing the second mortgage loan at any time without further notice. The key terms and conditions of the second mortgage loan are as follows.

- (2) 第二按揭貸款最高金額為成交金額的 30%，但第一按揭(由第一按揭銀行提供)及第二按揭的總貸款額不能超過成交金額的 85%，或應繳付之成交金額餘額，以較低者為準。
The maximum amount of second mortgage loan shall be 30% of the Transaction Price, but the total amount of first mortgage loan (to be provided by first mortgagee bank) and second mortgage loan offered shall not exceed 85% of the Transaction Price, or the balance of Transaction Price payable, whichever is lower.
- (3) 第二按揭年期最長可達 25 年或等同或不超過第一按揭貸款年期，以較短者為準。
The maximum tenor of the second mortgage loan is up to 25 years or same as or not exceeding the tenor of the first mortgage loan, whichever is shorter.
- (4) 第二按揭貸款自支取日起計的首 24 個月設免息免供。其後第二按揭貸款的利率以中國銀行（香港）有限公司不時報價之港元最優惠利率("P")計算。P 隨利率浮動調整。利率以指定財務機構的最終審批結果決定。利率是指年利率。
No repayment of principal and no payment of interest is required for the first 24 months from the drawdown date of the second mortgage loan. Thereafter the interest rate of the second mortgage loan shall be calculated at the Hong Kong Dollar prime rate quoted by Bank of China (Hong Kong) Limited from time to time ("P"), subject to fluctuation. The interest rate will be subject to approval and decision by the designated financing company. Interest rate means interest rate per annum.
- (5) 買方及擔保人(如有)須按第一按揭銀行及指定財務機構要求提供足夠文件證明其還款能力。
The purchaser(s) and guarantor(s) (if any) shall provide sufficient documents to prove his/her/their repayment ability upon request of the first mortgagee bank and the designated financing company.
- (6) 第一按揭銀行須為指定財務機構所指定及轉介之銀行，買方並且須首先得到第一按揭銀行同意辦理第二按揭貸款。
First mortgagee bank shall be nominated and referred by the designated financing company and the purchaser(s) shall obtain prior consent from the first mortgagee bank to apply for the second mortgage loan.
- (7) 所有有關第二按揭之法律文件須由指定財務機構指明的代表律師樓擬備。如成功申請，買方須單獨繳付所有有關第二按揭貸款之一切律師費用及其他開支。
All legal document in relation to the second mortgage must be prepared by the solicitors' firm specified by the designated financing company. All legal costs and other expenses incurred in respect of the second mortgage loan shall be paid by the purchaser(s) solely if the application is successful.
- (8) 第一按揭貸款及第二按揭貸款須獨立審批，買方及擔保人(如有)須於第二按揭貸款的預計貸款支取日的四十五天前帶同已簽署的臨時合約正本、身份證明文件及入息證明，親身前往指定財務機構辦理第二按揭貸款申請。買方及擔保人(如有)必須提供身份證明及指定財務機構所須文件之副本，所有提交的文件，一律不予發還。所有買方及擔保人(如有)必須親身前往指定財務機構指定的代表律師樓簽署有關法律文件。
The application of first mortgage loan and second mortgage loan will be approved independently. The purchaser(s) and guarantor(s) (if any) has/have to attend the office of the designated financing company in person and bring along the original PASP signed, his/her/their identity documents and income proof to process the application of second mortgage loan in no later than forty-five (45) days prior to the anticipated loan drawdown date. The purchaser(s) and guarantor(s) (if any) must provide duplicate copies of their identity documents and all relevant supporting evidence as the designated financing company may think necessary. The documents provided will not be returned. All the purchaser(s) and guarantor(s) (if any) must sign the relevant legal documents personally at the office of solicitors' firm specified by the designated financing company.
- (9) 買方於決定申請第二按揭貸款前，敬請先向指定財務機構查詢有關詳情，以上所有主要條款、優惠(如有)及第二按揭貸款批出與否，指定財務機構有最終決定權。不論第二按揭貸款獲批與否，買方仍須完成購買住宅物業及繳付住宅物業的成交金額全數。就第二按揭貸款之批核，賣方並無給予或視之為已給予任何聲明或保證。
The purchaser(s) is advised to enquire with the designated financing company on details before deciding to apply for the second mortgage loan. All the above key terms, offers (if any) and the approval or disapproval of the second mortgage loan is subject to the final decision of the designated financing company. The purchaser(s) shall complete the purchase of the residential property and shall fully pay the purchase price of the residential property irrespective of whether the second mortgage loan is approved or not. No representative or warranty is given, or shall be deemed to have been given by the Vendor as to the approval of the second mortgage loan.
- (10) 第二按揭貸款受指定財務機構不時所訂之其他條款及條件約束。
The second mortgage loan is subject to other terms and conditions as may from time to time be stipulated by the designated financing company.
- (11) 有關第一按揭貸款及第二按揭貸款之批核與否及按揭條款及條件以第一按揭銀行及指定財務機構之最終決定為準，且於任何情況下賣方均無須為此負責。

The terms and conditions and the approval of applications for the first mortgage loan and the second mortgage loan are subject to the final decision of the first mortgagee bank and the designated financing company, and the Vendor shall under no circumstances be responsible therefor.

Please refer to the Documents in Annex for details and applicability of other benefits. 有關其他優惠的詳情及適用情況，請參閱附件的文件。