

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of the properties in:-

Regency Bay

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unless previously withdrawn or sold)

Tenders must be submitted during the Tender Period (as defined in the Tender Notice) to the Tender Box labelled “**Public Tender For Regency Bay**” placed at **62/F, International Commerce Centre, No. 1 Austin Road West, Kowloon, Hong Kong** in a plain envelope and clearly marked “**Regency Bay**”.

Vendor: **KONG SMART INVESTMENT LIMITED**
45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong

Vendor’s solicitors: **Mayer Brown**
18th Floor, Prince’s Building, 10 Chater Road, Central, Hong Kong

Contact Person: Ms. Daisy Tang (Tel: 2843 2343 Fax: 2103 5960)

Vendor’s agent: **Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited**
45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong
Enquiry Hotline: 8330 0338

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/期數之物業

御海灣

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

在招標期間(定義見招標公告)，投標書須放入普通信封內，信封面上清楚註明「御海灣」，放入位於香港九龍柯士甸道西 1 號環球貿易廣場 62 樓擺放的標示為「御海灣公開招標」的投標箱內。

賣方：
廣峻投資有限公司
香港港灣道 30 號新鴻基中心 45 樓

賣方律師：
孖士打律師行
香港中環遮打道 10 號太子大廈 18 樓鄧佩茵律師(電話：2843 2343 / 傳真：2103 5960)

賣方代理人：
新鴻基地產(銷售及租賃)代理有限公司
香港港灣道 30 號新鴻基中心 45 樓
查詢熱線：8330 0338

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PART 1: TENDER NOTICE

1. Definitions

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

“Acceptance Period”	means the period between the commencement date of submission of tender and the date which is the third working day after the closing of tender (both dates inclusive).
“Agreement”	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 4 of the Conditions of Sale.
“Conditions of Sale”	means the Conditions of Sale set out in Part 2 of this Tender Document.
“Development”	means Regency Bay Development.
“Letter of Acceptance”	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice.
“Offer Form”	means the Offer Form set out in Part 3 of this Tender Document.
“this Preliminary Agreement”	means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document.
“Phase”	means Phase 1 of the Development (Tower 2 of the Phase is called “Regency Bay”).
“Property”	means, if and when this Tender Document is accepted by the Vendor, the Tendered Property .
“Property for Tender”	means, all or any of the properties offered for sale by tender as set out in the Sales Arrangement;
“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 Regency Bay from time to time (as the same may be revised by the Vendor from time to time).
“Sales Office”	62/F, International Commerce Centre, No. 1 Austin Road West, Kowloon, 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 Arrangement.
“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 Arrangement.
“Tender Document”	means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Appendices).
“Tender Notice”	means the Tender Notice set out in Part 1 of this Tender Document.
“Tender Period”	means, in respect of each Property for Tender, the period between the Tender Commencement Date and Tender Closing Date.
“Tender Price”	means the price tendered for the Tendered Property as specified in the Schedule to the Offer Form.
“Tendered Property”	means the properties as specified in the Schedule to the Offer Form.
“Tenderer”	means the person who is specified in the Offer Form as the tenderer.
“Vendor”	means Kong Smart Investment Limited.
“Vendor’s solicitors”	means Mayer Brown.

2. Procedures of Tender

- 2.1 The Vendor invites tenders for the purchase of the Property for Tender on the terms and conditions contained in this Tender Document.
- 2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
- 2.3 The Vendor reserves the right to, at any time before the Tender Closing Date, accept any tender submitted.
- 2.4 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Property for Tender from sale or to sell or dispose of all or any of the Property for Tender or any part of 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 the time of the tender of any of the Property for Tender. Any adjustment of the Tender Closing Date and time will be posted at the Sales Office. The Vendor is not obliged to separately notify the Tenderers of such adjustment.
- 2.6 Tenderers should note the Vendor’s solicitors do not act for any Tenderer in the process of this tender.

2.7 A tender must be:-

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

- (b) accompanied with the following documents:-

- (i) Cashier order(s)

One or more cashier order(s) in the aggregate amount of 5% of the Tender Price and made payable to “**MAYER BROWN**” issued by a bank duly licensed under section 16 of the Banking Ordinance.

- (ii) Tenderer’s identification document

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

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

- (iii) Intermediary’s licence (if applicable)

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

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

1. Measurements of the Tendered Property
2. Warning to Purchasers (pursuant to Rule 5C of the Solicitors' Practice Rule)
3. Letter Regarding Stamp Duty Cash Rebate
4. Acknowledgement Letter Regarding Stamp Duty
5. Acknowledgement Letter Regarding Open Kitchen
6. Acknowledgement Letter Regarding Noise Mitigation Measures
7. Acknowledgement Letter regarding Operation of Gondola
8. Personal Information Collection Statement (Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited)
9. Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers
10. Acknowledgement Letter Regarding Viewing of Property
11. Vendor’s Information Form

- (v) Documents to be obtained from the Sales Office, duly signed and completed by the Tenderer

12. Decoration and Furniture Layout Plan
13. Ceiling Height And Fire Safety Provisions Plan
14. Acoustic Window Layout Plan (if applicable)

Please do NOT date any of the documents mentioned in this sub-paragraphs (iv) & (v).

- (c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope “**Regency Bay**”; and

- (d) placed in the Tender Box labelled “**Public Tender For Regency Bay**” placed at the Sales Office during the Tender Period.

The tender will proceed irrespective of whether any tropical cyclone warning signal or any rainstorm warning signal is in effect at any time during the Tender Period.

- 2.8 All cashier order(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) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other cashier orders will be returned by personal delivery or by post, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the address stated in their tenders.
- 2.9 (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal. The Vendor does NOT accept any person to act as an agent, attorney, nominee, representative, trustee of the Tenderer, save and except as permitted under clause 17 of the Conditions of Sale.
- (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).
- 2.10 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Document, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.
- (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.

4. Miscellaneous

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property for Tender and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property for Tender. All enquiries should be directed to the Vendor's agent, Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited, of 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Enquiry Hotline:8330 0338).
- 4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor's agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.
- 4.3 The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Document. Tenders submitted which contain alterations and/or additions of any kind to, the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.
- 4.4 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

[End of Part 1: Tender Notice]

第 1 部份：招標公告

1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「承約期間」	指由遞交投標書的首日至招標截止日期後的第 3 個工作日(包括首尾兩日)。
「正式合約」	指賣方與買方根據出售條款第 4 條擬簽訂的該物業的正式買賣合約。
「出售條款」	指本招標文件第 2 部份的出售條款。
「發展項目」	指御海灣發展項目。
「接納書」	指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知。
「要約表格」	指本招標文件第 3 部份的要約表格。
「本臨時合約」	指買方根據招標文件遞交投標書，以及賣方根據招標文件的接納書而訂立的合約。
「期數」	指發展項目的第 1 期(期數中的第 2 座稱為「御海灣」)。
「該物業」	指如果及一旦本招標文件獲得賣方接納時的該投標物業。
「該招標物業」	指銷售安排內列出以招標形式出售的所有或任何物業。
「樓價」	指如果及一旦本招標文件獲得賣方接納時的投標價。
「買方」	指中標者，其對該物業的投標書獲得賣方接納。
「銷售安排」	指任何一份或多份賣方不時發出的 Regency Bay 的銷售安排資料(及賣方不時對其作出的修改的銷售安排資料)。
「售樓處」	指香港九龍柯士甸道西 1 號環球貿易廣場 62 樓。
「招標截止日期」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標截止日期及時間。
「招標開始日期」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標開始日期及時間。
「招標文件」	指本招標文件(由第 1 部份、第 2 部份及第 3 部份組成，但不包括附件)。
「招標公告」	指本招標文件第 1 部份的招標公告。

「招標期間」	就每一個該招標物業而言，指招標開始日期至招標截止日期之間的期間。
「投標價」	指要約表格的附表中訂明投購該投標物業的價格。
「該投標物業」	指要約表格的附表中訂明的物業。
「投標者」	指要約表格中訂明為投標者的人士。
「賣方」	指廣峻投資有限公司。
「賣方律師」	指孖士打律師行。

2. 招標程序

- 2.1 賣方現按照載於招標文件的條款及細則招標承投購該招標物業。
- 2.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.3 賣方保留權利在招標截止日期之前的任何時間接受任何已遞交之投標書。
- 2.4 賣方保留權利在接受任何投標書之前的任何時間撤回全部或任何該招標物業不予出售，或將該招標物業或其任何部份以任何方法(包括但不限於私人協約、投標及拍賣)售予任何人。
- 2.5 賣方保留權利更改任何該招標物業的招標截止日期及時間。任何更改招標截止日期及時間的通知會張貼於售樓處。賣方無須就更改招標截止日期另行通知投標者。
- 2.6 投標者須注意賣方律師在本招標過程中不代表任何投標者。
- 2.7 投標書必須：
 - (a) 採用本招標文件之格式，並填妥及簽署要約表格(即本招標文件的第 3 部分)。請填妥及簽署要約表格的英文文本或要約表格的中文文本；
 - (b) 連同以下文件：
 - (i) 銀行本票
 一張或多張銀行本票，總金額為投標價的 5%，抬頭寫「孖士打律師行」，銀行本票須由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發。
 - (ii) 投標者的身份證明文件
 如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。

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

(iii) 中介人的牌照(如適用)

投標者委託的地產經紀的牌照複印本。

(iv) 由投標者填妥並簽署的附件的文件

1. 招標物業的量度尺寸
2. 對買方的警告(按《律師執業規則》第 5C 條)
3. 關於印花稅現金回贈的信件
4. 關於印花稅的確認書
5. 關於開放式廚房的確認書
6. 關於噪音緩解措施的確認書
7. 關於吊船操作的確認函
8. 個人資料收集聲明(新鴻基地產(銷售及租賃)代理有限公司)
9. 關於繼續開放現樓物業予準買家參觀的確認信
10. 關於參觀物業的確認信
11. 賣方資料表格

(v) 由投標者填妥並簽署的於售樓處領取的文件

12. 裝飾及傢俱圖
13. 天花高度及消防安全設施圖
14. 減音窗布局圖 (如適用)

請不要於本第(iv)及(v)分段所述的任何文件內填上日期。

(c) 放入普通信封內，信封面上書明賣方收啓，並清楚註明「御海灣」；及

(d) 於招標期間放入位於售樓處擺放的標示為「御海灣公開招標」的投標箱內。

即使於招標期間內任何時間有任何熱帶氣旋警告信號或任何暴雨警告信號生效，招標會繼續進行。

2.8 在賣方對收到的投標書作出決定前，所有銀行本票均不會予以兌現。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。所有其他銀行本票將於承約期間屆滿後起計 14 天內，按投標書所載地址以專人送達、或通過郵遞方式退還予落選投標者。

2.9 (a) 投標者須親身簽署要約表格及其他文件(如投標者為公司，須由其董事簽署)，並視作為主事人。除出售條款第 17 條另有批准外，賣方不接受任何人以代理人、獲授權人、被提名人、代表、信託人身份代表投標者行事。

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

(c) 要約表格中指明的香港通訊地址將會是收取接受投標書信函及退回銀行本票的地址。

2.10 (a) 作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間按照本招標公告及本招標公告夾附的投標表格和出售條款所載的條款及條件，隨時接納投標。投標書根據本招標公告的程序一

經遞交，投標者即不可撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。

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

3. 接受投標

- 3.1 投標書如獲接納，中標者即成為該投標物業之買方。
- 3.2 買方會在承約期間屆滿時或之前獲書面通知(「**接納書**」)其投標書已被接納，接納書會按要約表格指明的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。接納書在投郵後的第 2 個工作日視為已經正式收到。
- 3.3 在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式的正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於 招標期間在售樓處審閱。為免疑問，買方被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。

4. 其他事項

- 4.1 投標者宜注意，賣方只會回答關於該招標物業的一般問題，而不會就本招標文件或關於該招標物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方的代理人新鴻基地產(銷售及租賃)代理有限公司，地址為香港港灣道 30 號新鴻基中心 45 樓(查詢熱線:8330 0338)。
- 4.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作為或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。
- 4.3 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件任何種類的改動及/或增加，該投標書將被視為不符合規定的投標書。
- 4.4 如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

[第 1 部份：招標公告完]

PART 2: CONDITIONS OF SALE

1. In these Conditions of Sale, terms defined in the Tender Notice shall have the same meaning when used herein.
2. 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.
3. The sale and purchase shall be completed at the office of the Vendor's Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) in accordance with the terms of the Agreement.
4. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-
 - (a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance;
 - (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.
5. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
6. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
7. The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholders.
8. The Purchaser shall attend the office of the Vendor's solicitors together with the Tender Document and the Letter of Acceptance within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor's solicitors without amendment; (ii) to pay the sum abovementioned as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement as set out in clause 19.
9. 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.
10. The Purchaser will have to agree with the Vendor in the Agreement to the effect that:-
 - (a) the Vendor is entitled to keep the preliminary deposit paid by the Purchaser if the Agreement is later cancelled in any way whatever.
 - (b) other than entering into a mortgage or charge, the Purchaser shall not nominate any

person to take up the Assignment of the Property, sub-sell the Property or transfer the benefit of the Agreement of the Property in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.

11. The measurements of the Property are as follows: - see “Measurements of the Tendered Property” of the Tender Document.
12. The sale and purchase of the Property includes the fittings, finishes and appliances as follows: - see Schedule to the Conditions of Sale.
13. Without prejudice to sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser’s right under the law to raise requisition or objection in respect of title.
14. The Purchaser acknowledges receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 15 and fully understands its contents.
15. For the purposes of clause 14, 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。

16. This Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.
17. No attorney, trustee or nominee of any kind by the Purchaser can be accepted by the Vendor for the purpose of signing the Agreement except for a named attorney (without any right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser.
18. If the Purchaser shall also instruct the Vendor's solicitors to act for him in respect of the purchase of the Property, the Vendor shall bear such solicitors' legal fees in respect of the Agreement and the subsequent Assignment in favour of the Purchaser. If the Purchaser chooses to instruct his own solicitors to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment. All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment to the Purchaser shall be borne and paid by the Purchaser.
19. All stamp duty (including without limitation any ad valorem stamp duty, special stamp duty, buyer's stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong)) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.
20. All plan fees, the costs of certified copies of the relevant title deeds including plan fees for such certified copies, search fees, registration fees and other disbursements shall be borne by the Purchaser. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any mortgage of the Property.
21. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.
22. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
23. The Property is a residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
24. Time shall in every respect be of the essence of this Preliminary Agreement.
25. 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.

26. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “CRTPO”) and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
- (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.

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

Internal Wall – 內牆	Walls are finished with emulsion paint for living / dining room and bedroom(s). 客廳 / 飯廳及睡房牆壁髹上乳膠漆。
Flooring – 地板	Engineered timber flooring for living / dining room and bedroom(s). 客廳 / 飯廳及睡房鋪砌複合木地板。
Door – 門	Timber door with lockset. 木門配門鎖。
Bathroom – 浴室	Sanitary fitments are provided. Tiles for wall; Ceiling finished with gypsum board with emulsion paint and aluminium ceiling; Tiles for floor. 提供潔具。牆壁鋪砌瓦；天花板以乳膠漆髹於石膏板及配置鋁質天花；地板鋪砌瓦。
Kitchen – 廚房	Open Kitchen Plastic laminate, mirror and stainless steel for wall. Engineered timber and tile for floor. Ceiling finished with gypsum board with emulsion paint. 開放式廚房 牆壁鋪砌膠板、鏡及不銹鋼；地板鋪砌複合木地板及瓦；天花板以乳膠漆髹於石膏板。
Other provisions – 其他設備	Induction Hob, telescopic hood, refrigerator, microwave oven with grill (except Flat E on all residential floors of Tower 2), steam oven with microwave function (applicable to Flat E on all residential floors of Tower 2) and washer dryer. 電磁煮食爐、拉趟式抽油煙機、雪櫃、微波燒烤爐（第2座所有住宅樓層E單位除外）、微蒸烤焗爐（只適用於第2座所有住宅樓層E單位）及洗衣乾衣機。 - Installed water heater and exhaust fan for bathroom. 浴室裝設熱水爐及抽氣扇。 - Air-conditioner for living / dining room, bedroom(s) (if applicable) and store room (if applicable). 客廳 / 飯廳，睡房(如適用)及儲物房(如適用)裝設空調機。

[End of Part 2: CONDITIONS OF SALE]

第 2 部分：出售條款

1. 招標公告定義的詞語在本出售條款中具有相同含義。
2. 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。
3. 買賣須根據正式合約的條款於辦公時間(即指由上午 10 時起至同日下午 4 時 30 分為止期間)內，在賣方律師的辦事處完成。
4. 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：
 - (a) 由買方於接納書的日期之後的第 5 個工作日或之前簽立；及
 - (b) 由賣方於接納書的日期之後的第 8 個工作日或之前簽立。
5. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
6. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。
7. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
8. 買方須於接納書的日期之後的 5 個工作日內攜帶招標文件及接納書到賣方律師的辦事處辦理下列手續(按：必須嚴守所訂日期。)：(i)簽署賣方代表律師所擬備之標準正式合約；(ii)在簽署正式合約之同時交付本臨時合約上列明應付之款項；及(iii)同時交付第 19 條所載就正式合約應付之所有印花稅。
9. 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。
10. 在正式合約當中，買方須與賣方協議如下—
 - (a) 如正式合約於日後以任何形式被取消，賣方有權保留臨時訂金。
 - (b) 除訂立按揭或押記外，買方不得於本買賣成交及簽立轉讓契之前提名任何人接受本物業之轉讓契，亦不得轉售本物業或以任何形式轉移正式合約之權益或訂立以以上為目的之任何協議。
11. 該物業的量度尺寸載列於《投標物業的量度尺寸》。
12. 該物業的買賣包括的裝置、裝修物料及設備如下——見出售條款的附表。
13. 在不損害《物業轉易及財產條例》(第 219 章)第 13 條和第 13A 條的原則下，賣方不得限制買方依據法律就業權提出要求或反對的權利。

14. 買方確認已收到第 15 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。
15. 就上述第 14 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.
16. 本臨時合約只適用於買方本身，買方無權要求賣方與任何其他人訂立任何正式合約，亦無權將本臨時合約的利益轉讓予第三方。
17. 賣方並不接受買方的任何授權人、受托人或獲提名人代替買方本人簽署正式合約，除非該人為指定之獲授權人（但其授權不能有任何授權他人代替之權力）而其授權乃為指定權限並只限於以買方名義及代買方簽署正式合約。
18. 若買方亦聘用賣方之律師行為買方在本物業買賣之代表律師，賣方將承擔該律師行在處理正式合約及其後買方受益的轉讓契之法律費用。若買方選擇另聘律師代表其買入本物業，則買賣雙方須各自支付其在有關正式合約及其後之轉讓契之法律費用。買方律師有關處理、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的律師費用及代墊付費用，全部由買方承擔及支付。

19. 有關本臨時合約及/或正式合約及/或轉讓契之所有印花稅(包括但不限於根據香港法例第 117 章《印花稅條例》可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)，一概由買方承擔及支付。
20. 一切圖則費用、有關業權之契約之認證副本包括圖則之費用、查冊費、註冊費及其他支出款項均須由買方承擔。一切有關本物業按揭之法律費用及代墊付費用，均由買方支付及承擔。
21. 如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
22. 買方如有更改地址或電話，須以書面通知賣方。
23. 本物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。
24. 買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
25. 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。
26.
 - (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

Internal Wall – 內牆	Walls are finished with emulsion paint for living / dining room and bedroom(s). 客廳 / 飯廳及睡房牆壁髹上乳膠漆。
Flooring – 地板	Engineered timber flooring for living / dining room and bedroom(s). 客廳 / 飯廳及睡房鋪砌複合木地板。
Door – 門	Timber door with lockset. 木門配門鎖。
Bathroom – 浴室	Sanitary fitments are provided. Tiles for wall; Ceiling finished with gypsum board with emulsion paint and aluminium ceiling; Tiles for floor. 提供潔具。牆壁鋪砌瓦；天花板以乳膠漆髹於石膏板及配置鋁質天花；地板鋪砌瓦。
Kitchen – 廚房	Open Kitchen Plastic laminate, mirror and stainless steel for wall. Engineered timber and tile for floor. Ceiling finished with gypsum board with emulsion paint. 開放式廚房 牆壁鋪砌膠板、鏡及不銹鋼；地板鋪砌複合木地板及瓦；天花板以乳膠漆髹於石膏板。
Other provisions – 其他設備	Induction Hob, telescopic hood, refrigerator, microwave oven with grill (except Flat E on all residential floors of Tower 2), steam oven with microwave function (applicable to Flat E on all residential floors of Tower 2) and washer dryer. 電磁煮食爐、拉趟式抽油煙機、雪櫃、微波燒烤爐（第2座所有住宅樓層E單位除外）、微蒸烤焗爐（只適用於第2座所有住宅樓層E單位）及洗衣乾衣機。 - Installed water heater and exhaust fan for bathroom. 浴室裝設熱水爐及抽氣扇。 - Air-conditioner for living / dining room, bedroom(s) (if applicable) and store room (if applicable). 客廳 / 飯廳，睡房(如適用)及儲物房(如適用)裝設空調機。

[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). 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, me/us should report the case to the Independent Commission Against Corruption.

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

Schedule to the Offer Form

(To be completed by the Tenderer)

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

Section 2 – Tendered Property			
	Tower	Floor	Flat
	2		

Section 3 - Tender Price			
Tender Price (HK\$)			
Cashier order	Amount (HK\$)	Bank	Cashier order no.

Section 4 – Payment term

(TA1) Stage Payment Plan

Terms of Payment

- A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).
- 5% of the Purchase Price shall be paid within 90 days after the date of Letter of Acceptance, or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser, whichever is earlier.
- 90% of the Purchase Price (balance of Purchase Price) shall be paid within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.

Stamp Duty Offer(s)

- * ☐ I/We **select** the Stamp Duty Offer(s) and select the amount of the Stamp Duty Cash Rebate equal to:

* ☐ 7.5% of the Purchase Price / * ☐ 2.625% of the Purchase Price

- * ☐ I/We **do not select** the Stamp Duty Offer(s).

(* Please tick as appropriate)

For details of the gifts, financial advantage or benefits, please refer to Appendix 11.

Section 5 - Intermediary (if any)

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

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

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

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

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

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

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

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

Section 7 - Submission checklist

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

1. ☐ Tender Document with the Offer Form completed and signed
2. ☐ Cashier order(s)
3. ☐ Tenderer's identification documents
4. ☐ Intermediary's licence (if applicable)
5. Documents in Appendices, duly signed and completed by the Tenderer:
 - (1) ☐ Measurements of the Tendered Property (undated)
 - (2) ☐ Warning to Purchasers (pursuant to Rule 5C of the Solicitors' Practice Rule) (undated)
 - (3) ☐ Letter Regarding Stamp Duty Cash Rebate (undated)
 - (4) ☐ Letter Regarding Stamp Duty (undated)
 - (5) ☐ Acknowledgement Letter Regarding Open Kitchen (undated)
 - (6) ☐ Acknowledgement Letter Regarding Noise Mitigation Measures (undated)
 - (7) ☐ Acknowledgement Letter regarding Operation of Gondola (undated)
 - (8) ☐ Personal Information Collection Statement (Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited) (undated)
6. Documents to be obtained from the Sales Office, duly signed and completed by the Tenderer:
 - (9) ☐ Decoration and Furniture Layout Plan (undated)
 - (10) ☐ Ceiling Height And Fire Safety Provisions Plan (undated)
 - (11) ☐ Acoustic Window Layout Plan (if applicable) (undated)

Section 8 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)

We declare and agree as follows:-

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

Director(s)		
	Name	Hong Kong Identity Card No. / Passport No. / B.R. No.
1.		
2.		
3.		
4.		
5.		

<i>Section 9 - Signature of the Tenderer and witness</i>
--

I/We, the Tenderer, have read the entire Tender Document, the documents in the Appendices 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 authorized signature (if the Tenderer is a company):

Name of the witness:

Date:

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

第 3 部份：要約表格

(由投標者填寫)

致：賣方

1. 要約

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

2. 如要約獲接納將構成有效協議

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

3. 收取接納書的地址

本人／我們同意於本要約表格的附表中指明的香港通訊地址將作為收取接納書及退回銀行本票的地址。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) 除樓投標價、提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向本人／我們或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在本人／我們購買該投標物業時向其索取任何金錢或其他利益，本人／我們應向廉政公署舉報。

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

要約表格的附表

(由投標者填寫)

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

第2 節 – 投標物業			
	座	樓層	單位
	2		

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

第4節-支付條款

(TA1) 建築期付款計劃

支付條款

- 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。
- 樓價 5%於接納書的日期後 90 日內繳付，或於賣方就其有能力將該物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付，以較早者為準。
- 樓價 90%(樓價餘額)於賣方就其有能力將該物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付。

印花稅優惠

* ☐ 本人／我們選擇印花稅優惠並選擇印花稅現金回贈的金額相等於：

☐ 樓價的 7.5% / ☐ 樓價的 2.625%

* ☐ 本人／我們不選擇印花稅優惠。

(*請剔適用者)

有關贈品、財務優惠或利益的詳情，請參閱附件 11。

第5節- 中介人(如有)

地產代理姓名

地產代理牌照號碼

公司名稱

聯絡電話

關於中介人的聲明(僅於有指明中介人時適用)

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

第6節 – 與賣方關係的聲明(*請剔適用者)

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

(如有以下情況，某人即屬賣方的「有關連人士」：

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

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

第7節 – 遞交清單

以下文件連同本招標文件遞交(詳情見招標公告第 2.7 段)：

- 1. ☐ 招標文件及已填妥及簽署要約表格
- 2. ☐ 銀行本票
- 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) ☐ 招標物業的量度尺寸(未有填上日期)
 - (2) ☐ 對買方的警告(按《律師執業規則》第 5C 條)(未有填上日期)
 - (3) ☐ 關於印花稅現金回贈的信件(未有填上日期)
 - (4) ☐ 關於印花稅的確認書(未有填上日期)
 - (5) ☐ 關於開放式廚房的確認書(未有填上日期)
 - (6) ☐ 關於噪音緩解措施的確認書(未有填上日期)
 - (7) ☐ 關於吊船操作的確認函(未有填上日期)
 - (8) ☐ 個人資料收集聲明(新鴻基地產(銷售及租賃)代理有限公司)(未有填上日期)
- 6. 由投標者填妥並簽署的於售樓處領取的文件：
 - (9) ☐ 裝飾及傢俱圖(未有填上日期)
 - (10) ☐ 天花高度及消防安全設施圖(未有填上日期)
 - (11) ☐ 減音窗布局圖(如適用)(未有填上日期)

第8節 – 關於公司投標者的聲明(不適用於個人投標者)

我們聲明並同意如下：

- 1. 在本要約表格的日期之時投標者的所有現任董事的資料均已列於下表。
- 2. 所有委任投標者的董事的相關程序已在本要約表格的日期之前完成。
- 3. 如我們成為中標者，除非得到賣方事先書面同意，在本要約表格的日期至接納書的日期，投標者的董事均不會有任何改變(包括減少、增加、取代或更換)。

4. 賣方可在任何時間要求我們提供所有相關商業文件及資料以核實於下表列出的投票者的董事的資料，而投標者必須遵從該要求並自費提供所有上述文件及資料。
5. 如有任何違反本節的規定，賣方有權拒絕將物業出售予投標者。

董事		
	名稱	香港身份證號碼 / 護照號碼 / 商業登記號碼
1.		
2.		
3.		
4.		
5.		

第9節 – 投標者及見證人的簽署

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

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

投標者簽署：

X

見證人簽署：

X

獲授權人士的名稱(如投標者為公司)：

見證人名稱：

日期：

[第3部份：要約表格完]
[招標文件完]

附件

Appendices

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

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

1. Measurements of the Tendered Property#
投標物業的量度尺寸#
2. Warning to Purchasers (pursuant to Rule 5C of the Solicitors’ Practice Rule) #
對買方的警告(按《律師執業規則》第 5C 條) #
3. Letter Regarding Stamp Duty Cash Rebate #
關於印花稅現金回贈的信件 #
4. Acknowledgement Letter Regarding Stamp Duty #
關於印花稅的確認書#
5. Acknowledgement Letter Regarding Open Kitchen#
關於開放式廚房的確認書#
6. Acknowledgement Letter Regarding Noise Mitigation Measures#
關於噪音緩解措施的確認書#
7. Acknowledgement Letter regarding Operation of Gondola#
關於吊船操作的確認函#
8. Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers#
關於繼續開放現樓物業予準買家參觀的確認信#
9. Acknowledgement Letter Regarding Viewing of Property#
關於參觀物業的確認信#
10. Vendor’ s Information Form#
賣方資料表格#
11. Personal Information Collection Statement (Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited) #
個人資料收集聲明(新鴻基地產(銷售及租賃)代理有限公司) #
12. List of gifts, financial advantage or benefits
有關贈品、財務優惠或利益的列表
13. 律師收費表
Legal fees and disbursements table
14. 嚴禁清洗黑錢宣傳單張
“Keep Money Laundering Away from Hong Kong” Leaflet

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

Vendor 賣方	Kong Smart Investment Limited 廣峻投資有限公司		
Address 地址	Phase 1 (“the Phase”) of Regency Bay Development (“the Development”) Tower 2 of the Phase is called “Regency Bay” 御海灣發展項目（「發展項目」）的第 1 期（「期數」）期數中的第 2 座稱為御海灣 23 Hoi Wong Road, Tuen Mun, New Territories 新界屯門海皇路 23 號		
Property 物業	Tower 座	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / B.R. No. 身份證 / 商業登記證號碼			
Date 日期			

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

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

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

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

Signed by the Purchaser 買方簽署

WARNING TO PURCHASERS
對買方的警告

Vendor 賣方	Kong Smart Investment Limited 廣峻投資有限公司		
Address 地址	Phase 1 ("the Phase") of Regency Bay Development ("the Development") Tower 2 of the Phase is called "Regency Bay" 御海灣發展項目（「發展項目」）的第 1 期（「期數」）期數中的第 2 座稱為御海灣 23 Hoi Wong Road, Tuen Mun, New Territories 新界屯門海皇路 23 號		
Property 物業	Tower 座	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / B.R. No. 身份證 / 商業登記證號碼			
Date 日期			

WARNING TO PURCHASERS
PLEASE READ CAREFULLY

對買方的警告
買方請小心閱讀

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

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

我/我們已收到此警告之副本及完全明白此警告之內容。

公曆 年 月 日

Dated this day of

Signed by the Purchaser(s) 買方簽署

Letter Regarding Stamp Duty Cash Rebate
關於印花稅現金回贈的信件

Vendor 賣方	Kong Smart Investment Limited 廣峻投資有限公司		
Address 地址	Phase 1 (“the Phase”) of Regency Bay Development (“the Development”) Tower 2 of the Phase is called “Regency Bay” 御海灣發展項目（「發展項目」）的第 1 期（「期數」）期數中的第 2 座稱為御海灣 23 Hoi Wong Road, Tuen Mun, New Territories 新界屯門海皇路 23 號		
Property 物業	Tower 座	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / B.R. No. 身份證 / 商業登記證號碼			
Date 日期			

To 致: The Purchaser 買方

- We, KONG SMART INVESTMENT LIMITED, refer to your purchase of the Property under a preliminary agreement for sale and purchase (the “**Preliminary Agreement**”).
本公司廣峻投資有限公司現就閣下根據一份臨時買賣合約(以下稱「**臨時合約**」)購買上述物業(以下稱「**該物業**」)一事致函閣下。
- The purpose of this letter is to confirm our offer to you the following benefit subject to and in accordance with the terms and conditions of this letter, in particular the fulfilment of your obligations in paragraph 3 below:-
本信件之目的是為了確認本公司按照本信件所列的條款與細則(尤其是有關閣下履行以下第 3 段所列責任的條款)，向閣下提供以下優惠：

(If you have elected the Stamp Duty Offer(s)) a Stamp Duty Cash Rebate which amount shall be equal to 7.5% of the Purchase Price or 2.625% of the Purchase Price (depending on the amount specified in the Offer Form (which forms part of the Preliminary Agreement)).
(如閣下選擇印花稅優惠)印花稅現金回贈，金額相等於樓價的 7.5% 或樓價的 2.625% (視乎在要約表格(該要約表格構成臨時合約一部份)中所指明的金額)。

- By signing this letter, you agree the following which shall be binding on you whether or not you shall apply for the Stamp Duty Cash Rebate:-**

簽署本信件即表示閣下同意以下各項，不論閣下是否申請印花稅現金回贈，以下仍對閣下有約束力：

- You shall execute a legally binding formal agreement for sale and purchase of the Property (in the form prescribed by the Vendor without amendments) (the “**Agreement for Sale and Purchase**”) in accordance with the terms and conditions of the Preliminary Agreement.
閣下須按照臨時合約的條款與細則，簽署一份有法律約束力的正式買賣合約(按賣方規定的格式及不得作出修改)(以下稱「**買賣合約**」)。
- You shall make payment of the further deposit, additional deposit(s), further part payment(s) and balance of purchase price within the time specified in the Agreement for Sale and Purchase and perform and observe all other terms and conditions in the Preliminary Agreement and the Agreement for Sale and Purchase.
閣下須於買賣合約規定的限期內支付加付訂金、額外訂金、進一步的部分付款及樓價餘額，並履行及遵守臨時合約和買賣合約所有其他條款與細則。
- You shall, within the period prescribed by the Stamp Duty Ordinance, cause all the Preliminary Agreement, the Agreement for Sale and Purchase, the Assignment, any subsequent nomination and other chargeable agreement for sale (if any) to be stamped with all stamp duty payable thereon, and shall, upon request by the Vendor or the Vendor’s solicitors, also provide and procure your solicitors to provide the Vendor’s solicitors with certified copies thereof so duly stamped.
閣下須促使臨時合約、買賣合約、轉讓契、任何提名書及(如有)其他可予徵收印花稅的買賣協議在《印花稅條例》訂明的時限內加蓋所有應付的印花稅的印花，及在賣方或賣方代表律師要求時向賣方代表律師提供並促使其律師向賣方代表律師提供該等已加蓋印花的文書的核證副本。
 - If you have applied for the transitional loan from Honour Finance Company, Limited (“**Transitional Loan**”), upon signing of the Agreement for Sale and Purchase, you shall deposit with the Vendor’s solicitors a fund for the Vendor’s solicitors to arrange for the Agreement for Sale and Purchase and (where required by the Stamp Duty Ordinance) the Preliminary Agreement to be stamped by the Collector of Stamp Revenue within the time limit prescribed by the Stamp Duty Ordinance. The amount of the fund is equal to the amount of AVD (including the ad valorem stamp duty at the new rate of 15%) on the Agreement for Sale and Purchase (including the fixed fee for stamping a counterpart of the Agreement for Sale and Purchase) and (where required by the Stamp Duty Ordinance) the Preliminary Agreement; and (if applicable) the amount of BSD, less the Transitional Loan amount approved by Honour Finance Company, Limited. The above arrangement is without prejudice to your obligation to pay stamp duty under the Agreement for Sale and Purchase.

如閣下已向忠誠財務有限公司申請過渡性貸款(以下稱「過渡性貸款」)，在簽署買賣合約之時，閣下須向賣方代表律師存放一筆款項，以使賣方代表律師安排在《印花稅條例》訂明的時限內讓印花稅署署長為買賣合約及(如《印花稅條例》要求)臨時合約加蓋印花。該筆款項金額相等於買賣合約(包括加蓋買賣合約副本的定額費用)及(如《印花稅條例》要求)臨時合約的從價印花稅(包括以 15% 新稅率計算的從價印花稅)及(如適用)買家印花稅，減忠誠財務有限公司批核的過渡性貸款的金額。以上安排是不減損閣下在買賣合約下支付印花稅的責任。

- (d) If you claim that lower rates (Scale 2) of AVD shall apply and/or BSD shall be exempted:-
如買方聲稱應適用以較低稅率(第 2 標準)計算的從價印花稅及/或應豁免買家印花稅：

- (i) You shall make a statutory declaration (“Statutory Declaration”) (in Form IRSD 131) accompanied with a copy of your Hong Kong Identity Card(s).
閣下須作出「法定聲明」(表格 IRSD 131)及附上閣下的香港身分證副本。

- (ii) If you apply for the Transitional Loan, upon signing of the Agreement for Sale and Purchase, you shall deliver to the Vendor’s solicitors the original Statutory Declaration together with a duly completed Form IRSD 118 and other supporting documents which the Stamp Office may from time to time require.
如閣下申請過渡性貸款，在簽署買賣合約之時，閣下須向賣方律師交付法定聲明的正本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他證明文件。

4. **Your duly completed application form (in the form specified by us) (together with the official receipt(s) for payment of AVD and (if applicable) BSD) for applying for the Stamp Duty Cash Rebate must be received by us at least 30 days before the date of settlement of the balance of the purchase price or the estimated material date for the Phase as specified in the Agreement for Sale and Purchase (whichever is earlier).**

本公司必須於付清樓價餘額之日或買賣合約內訂明的期數的預計關鍵日期(以較早者為準)前最少 30 日收到閣下已填妥的申請印花稅現金回贈表格(須以本公司指定之格式)(連同從價印花稅及(如適用)買家印花稅的正式繳付收據)。

5. Time shall be of the essence of this letter. Late submission of the application form and documents will not be accepted and your right to apply for the Stamp Duty Cash Rebate will be lost.
在本信件中的時間規定須嚴格遵守。過期遞交的申請表格及文件一概不予受理，屆時閣下將喪失申請印花稅現金回贈的權利。

6. After we have received your application and duly verified the information to be correct:-
本公司收到閣下的申請並證實有關資料無誤後：

(a) where you have not utilized the Transitional Loan, the Vendor will apply the Stamp Duty Cash Rebate for part payment of the balance of the purchase price directly; or
如閣下沒有使用過渡性貸款，賣方會將印花稅現金回贈直接用於支付部份樓價餘額；或

(b) where you have utilized the Transitional Loan, the Stamp Duty Cash Rebate will first be paid to Honour Finance Company, Limited for repayment of any amount outstanding under the Transitional Loan and the balance (if any) will be applied for part payment of the balance of the purchase price.
如閣下已使用過渡性貸款，則印花稅現金回贈會首先支付予忠誠財務有限公司用作償還過渡性貸款的未償還欠款，餘款(如有)才會用於支付部份樓價餘額。

7. You hereby irrevocably authorize us to pay the Stamp Duty Cash Rebate in the manner specified in paragraph 6 above.
閣下謹此不可撤銷地授權本公司以上述第 6 段所述方式支付印花稅現金回贈。

8. After we have paid the Stamp Duty Cash Rebate, if the amount of the stamp duty actually payable exceeds the amount on which the Stamp Duty Cash Rebate is calculated, we are not required to pay any other or additional Stamp Duty Cash Rebate to you. In case of dispute, we have the right to determine the amount of the Stamp Duty Cash Rebate, and such determination shall be final and binding on you.
在本公司支付印花稅現金回贈後，即使實際應付的印花稅金額超過計算印花稅現金回贈所依據的金額，本公司亦無須再向閣下支付任何其他或額外印花稅現金回贈。若有爭議，本公司有權決定印花稅現金回贈的金額，有關決定為最終決定並對閣下具有約束力。

9. The benefit in this letter is personal to you and is only available to you as a purchaser of the Property who signs a preliminary agreement for sale and purchase of a residential property in Regency Bay on or before the date (if any) specified in the relevant Price List / Tender of Regency Bay. In any event, you shall only be entitled to receive the Stamp Duty Cash Rebate once for each residential property. The rights or benefits conferred on you under this letter are non-assignable and non-transferable, except that you may upon request by Honour Finance Company, Limited assign or charge your rights or benefits under this letter to Honour Finance Company, Limited for the purpose of securing your repayment of the Transitional Loan.

本信件的利益屬於閣下個人所有，並且僅向作為「御海灣」相關價單 / 招標文件 中規定的日期(如有)或之前簽署購買「御海灣」住宅物業的臨時買賣合約的買方提供。不管怎樣，閣下只可就每個住宅物業有權收取印花稅現金回贈一次。本信件賦予閣下的權利或利益不得轉讓或轉移，但閣下可在忠誠財務有限公司要求時，將閣下在本信件的權利或利益轉讓或轉移給忠誠財務有限公司，作為閣下償還過渡性貸款的保證。

10. You may have to notify your bank of the Stamp Duty Cash Rebate in the mortgage application process. The bank may take into account the Stamp Duty Cash Rebate in determining the loan amount. For details, please make enquiry with the banks.
閣下在按揭申請中可能需要通知閣下的銀行有關印花稅現金回贈的安排。銀行決定提供貸款額時可能會考慮印花稅現金回贈。請向銀行查詢有關詳情。

11. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.

本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。

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

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

「從價印花稅」是指根據《印花稅條例》對臨時合約和買賣合約徵收的從價印花稅。

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

「買家印花稅」是指根據《印花稅條例》對臨時合約和買賣合約徵收的買家印花稅。

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

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

13. In case of dispute, we reserve our rights to make the final decision on all matters arising from this letter and such decision shall be binding on you.

如有爭議，本公司有權就本信件引起的所有事宜作最後決定，該決定對閣下有約束力。

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

For and on behalf of
Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited
As agent of KONG SMART INVESTMENT LIMITED 廣峻投資有限公司



Authorized Signature(s)
授權人士簽署

After due and careful consideration of the contents of this letter, I/we agree to accept the same and be bound by all the terms and conditions herein set out and I/we hereby declare and represent to you that (please fill in a “✓” at the appropriate box):-

經小心考慮本信件的内容後，本人/吾等同意接受本信件所列的所有條款與細則及受其約束，本人/吾等謹此向賣方聲明及陳述(請在適用之方格內填寫「✓」號)：

- (a) I am/we are [☐ *subject to* / ☐ *not subject to*] the buyer’s stamp duty;
本人/吾等 [☐ *須* / ☐ *毋須*] 繳付買家印花稅；

- (b) Higher rates (Scale 1) of ad valorem stamp duty is [☐ *applicable* / ☐ *not applicable*] to my/our purchase of the Property;
從價印花稅的較高稅率(第 1 標準) [☐ *適用* / ☐ *不適用*] 於本人/吾等購買的該物業；

- (c) I am/each of us is acquiring the Property [☐ *on my own behalf and not on behalf of any other person(s)* / ☐ *on behalf of other person*].
本人/吾等各人在購入該物業時是 [☐ *代表自己行事及並不代表任何其他* / ☐ *代表他人行事*]。

I/We acknowledge and understand that KONG SMART INVESTMENT LIMITED relies on my/our declarations and representations made above in offering the Stamp Duty Cash Rebate to me/us.

本人/吾等知悉及明白廣峻投資有限公司倚賴本人/吾等上述作出的聲明及陳述向本人/吾等提供印花稅現金回贈。

Signed by the Purchaser(s) 買方簽署

Note: Please use Block Letters. All fields in this notice must be completed. This form must be signed by ALL of the Purchasers if there are more than one Purchaser(s). If the Purchaser is a corporation, this form must be signed by its authorized signatory(s) with company chop.

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

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

Vendor 賣方	Kong Smart Investment Limited 廣峻投資有限公司		
Address 地址	Phase 1 (“the Phase”) of Regency Bay Development (“the Development”) Tower 2 of the Phase is called “Regency Bay” 御海灣發展項目（「發展項目」）的第 1 期（「期數」）期數中的第 2 座稱為御海灣 23 Hoi Wong Road, Tuen Mun, New Territories 新界屯門海皇路 23 號		
Property 物業	Tower 座	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / B.R. No. 身份證 / 商業登記證號碼			
Date 日期			

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

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

Ad Valorem Stamp Duty under the Stamp Duty (Amendment) Ordinance 2018
《2018 年印花稅（修訂）條例》之從價印花稅稅率

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

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

Tightening Up of Exemption Arrangement under the Stamp Duty (Amendment) (No.2) Ordinance 2018
《2018 年印花稅(修訂)(第 2 號)條例》之收緊豁免安排

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

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

3. Under the 2018 Amendment Ordinance or the 2018 Amendment Ordinance (No.2), there is no change to the other circumstances under which AVD at Scale 2 rates is applicable or AVD is exempt.

根據 2018 修訂條例或 2018 修訂條例(第 2 號)，可按第 2 標準稅率繳納「從價印花稅」或可獲豁免「從價印花稅」的其他情況沒有改變。

4. For details of the applicable exemptions to AVD at New Rate and the 2018 Amendment Ordinance (No.2), please browse the Inland Revenue Department website (www.ird.gov.hk).
有關以新稅率計算的「從價印花稅」適用的豁免及 2018 修訂條例(第 2 號)之詳情，請瀏覽稅務局網頁 (www.ird.gov.hk)。

Procedures to be followed by the Purchaser who does not apply for the Transitional Loan under the Payment Plan
不申請付款計劃中過渡性貸款之買方須遵守的程序

5. If the Purchaser claims that the AVD at Scale 2 rates shall apply and/or buyer's stamp duty ("BSD") shall be exempted:-
如買方聲稱應適用以第 2 標準稅率計算的從價印花稅及/或應豁免買家印花稅：
- (a) The Purchaser or each of the Purchaser (as the case may be) shall make a statutory declaration (the "**Statutory Declaration**") (in the prescribed form) accompanied with a copy of your Hong Kong Identity Card(s).
買方或每名買方(視適用情況而定)須作出法定聲明(依照訂表格)及附上閣下的香港身分證副本。
 - (b) The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors :-
買方承諾向賣方律師交付並促使其律師向賣方律師交付：
 - (i) within 17 days from the date of the Agreement for Sale and Purchase, a certified true copy of the Statutory Declaration together with a duly completed Form IRSD 118 and other forms or supporting documents which the Stamp Office may from time to time require; and
在買賣合約訂立之日起 17 天內，「法定聲明」的認證副本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他表格或證明文件；及
 - (ii) within 1 month from the date of the Agreement for Sale and Purchase, a certified true copy of the Agreement for Sale and Purchase duly stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.
在買賣合約訂立之日起 1 個月內，一份已加蓋應付印花稅之買賣合約的認證副本，或印花證明書的認證副本，以證明已完全繳付買賣合約之印花稅。
6. If the present transaction is subject to payment of the AVD at New Rate, the AVD at New Rate will be payable within 30 days after execution of the relevant Agreement for Sale and Purchase.
如本項交易須繳付以新稅率計算的「從價印花稅」，以新稅率計算的從價印花稅須在有關買賣合約簽立日期後 30 天內繳交。

Procedures to be followed by the Purchaser who applies for the Transitional Loan under the Payment Plan
申請付款計劃中過渡性貸款之買方須遵守的程序

7. Please refer to the "Letter regarding Stamp Duty Cash Rebate" for details.
詳情請參閱「關於印花稅現金回贈的信件」。

Other Matters
其他事項

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

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

Signed by the Purchaser(s) 買方簽署

Acknowledgement Letter Regarding Open Kitchen
關於開放式廚房的確認函

Vendor 賣方	Kong Smart Investment Limited 廣峻投資有限公司		
Address 地址	Phase 1 (“the Phase”) of Regency Bay Development (“the Development”) Tower 2 of the Phase is called “Regency Bay” 御海灣發展項目（「發展項目」）的第1期（「期數」）期數中的第2座稱為御海灣 23 Hoi Wong Road, Tuen Mun, New Territories 新界屯門海皇路23號		
Property 物業	Tower 座	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / B.R. No. 身份證 / 商業登記證號碼			
Date 日期			

1. I /We hereby acknowledge that I /we am/are aware of and understand that under the approved form of Deed of Mutual Covenant and Management Agreement (the “DMC”) in respect of Regency Bay Development (the “**Development**”), Owners of the relevant units with open kitchen (the “**Open Kitchen Units**”) shall at their own costs and expenses observe and comply with the covenants, obligations, provisions and restrictions to be observed and performed by the Owners of the relevant Open Kitchen Units set out in Clause (42) of The Third Schedule and The Fifth Schedule to the DMC (extract of the said Clause (42) of The Third Schedule and The Fifth Schedule relating to the fire safety of the open kitchens is for the sake of easy reference attached hereto) and shall cause the tenants and occupiers of my/our captioned Property to observe and comply with the same.

本人 / 吾等確認本人 / 吾等明白按照御海灣(以下簡稱「該發展項目」)公契及管理合約已批核文本(以下簡稱「公契」)規定,設有開放式廚房之有關單位(以下簡稱「開放式廚房單位」)業主須自費遵守及履行公契內附表三第(42)條及附表五所列有關開放式廚房單位業主必須遵守和履行之契諾、責任、規定和限制(為方便參考,該附件三第(42)條及附表五有關開放式廚房消防安全之摘要已附於本確認函),本人 / 吾等並須促使本人 / 吾等所購買之物業之租客及佔用人遵守及履行上述的契諾、責任、規定和限制。

2. I/We hereby acknowledge that the extract is only a summary of the DMC provisions concerned for reference and subject to the DMC and that I/we have been advised to, before entering into the preliminary agreement for sale and purchase of the captioned Property, peruse the approved form of the DMC (which is available at the sales office and on the website of the Development) and seek professional advice for details.

本人 / 吾等確認明白摘要為相關公契條款之概要,僅供參考,一切均以公契為準,另本人 / 吾等亦確認簽訂上述物業臨時買賣合約前已獲建議細閱公契已批核文本(於售樓處及發展項目互聯網網站有所提供)及尋求專業意見以獲取詳情。

3. I/We hereby confirm and declare that I/we have agreed to purchase the captioned Property with full knowledge of the abovementioned covenants, obligations, provisions and restrictions and shall fully observe and comply with the same.

本人 / 吾等確認及聲明本人 / 吾等同意購入上述物業時已完全知悉上述之契諾、責任、規定和限制,並將完全遵守及履行該等契諾、責任、規定和限制。

4. In the event of any conflict or discrepancy between the Chinese and English version of this Acknowledgement Letter, the English version shall prevail.

如本確認函之中英文文本有任何歧義,一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Extracts of Clause (42) of THE THIRD SCHEDULE to the DMC
Relating to Fire Safety of Open Kitchen
公契附表三第(42)條關於開放式廚房消防安全之摘要

- (42). Owner of Residential Unit with open kitchen to observe the Fire Safety Management Plan :
有開放式廚房的住宅單位業主須遵守及履行消防安全管理計劃：

The Owner(s) of the relevant Residential Unit with open kitchen shall at his own costs and expenses observe and comply with the Fire Safety Management Plan in particular the fire safety provisions set out in the Fifth Schedule, and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall cause his tenants and other occupants of his Residential Unit to observe and comply with the same.

有開放式廚房的住宅單位業主須自費遵守及履行消防安全管理計劃尤其是附表五所列出有關消防安全條款及管理人不時發佈或提供的有關執行消防安全管理計劃的指引或指示，並確保其住宅單位的租客及佔用人遵守及履行消防安全管理計劃及該等指引或指示。

Extracts of THE FIFTH SCHEDULE to the DMC
Relating to Fire Safety Provisions
公契附表五關於消防安全規定之摘要

1. An Owner of a Residential Unit with open kitchen shall be responsible for maintenance and annual inspection of the fire service installations within his Residential Unit.
有開放式廚房的住宅單位業主應負責其住宅單位內的消防設施進行維修及年檢。
2. An Owner of a Residential Unit with open kitchen shall not (i) remove or obstruct any smoke detectors provided inside the living room of his Residential Unit and at the common lobby outside his Residential Unit; (ii) remove or obstruct the sprinkler head provided at the ceiling immediately above the open kitchen of his Residential Unit; or (iii) remove the FRR Wall of his Residential Unit. Each Owner of the Residential Unit with open kitchen shall keep and maintain the fire safety provisions inside the Residential Unit in good condition at his own costs and expenses.
有開放式廚房的住宅單位業主不得(i)移除或妨礙其住宅單位的客廳內及在其住宅單位外的公用大堂的任何煙霧探測器; (ii) 移除或妨礙安裝在其住宅單位的開放式廚房正上方天花板的灑水裝置;或(iii)移除其住宅單位的耐火牆。有開放式廚房的住宅單位的每名業主須自費就住宅單位內的消防設備進行維修及保持其處於良好的狀態。
3. The Manager shall remind an Owner of a Residential Unit with open kitchen to carry out annual check and maintenance of the fire service installations. The Owner shall report and demonstrate to the Manager that he has carried out such annual check and maintenance of the fire service installations when so requested by the Manager. An Owner shall allow the registered fire services installation contractor(s) to enter with or without workmen, contractors, the Manager and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into his Residential Unit to carry out (at the cost and expense of the relevant Owner) such annual check and maintenance of the fire service installations.
管理人須提醒有開放式廚房的住宅單位業主應對消防設施進行年檢及維修。在管理人要求時，業主應向管理人報告並展示其已進行了對消防設施的年檢和維修。業主應允許註冊的消防設施承辦商在事先合理通知後（緊急情況除外），於合理的時間在有或沒有工人、承辦商、管理人和其他人及帶或不帶設備和儀器的情況下，進入其住宅單位對消防設施進行該等年檢和維修（有關費用由相關業主承擔）。
4. In the event that an Owner of a Residential Unit with open kitchen parts with possession of his Residential Unit, such Owner shall procure the tenant, licensee or occupier (as the case may be) to comply with the Fire Safety Management Plan, in particular the fire safety provisions set out under this Fifth Schedule, and make it a condition in the relevant agreement (if any).
當有開放式廚房的住宅單位業主不佔用其住宅單位時，該業主須促使租戶、特許人或佔用人（視情況而定）遵守消防安全管理計劃，尤其是本附表五所列出有關消防安全條款，並將其作為相關協議（如有）的其中一個條件。
5. The costs and expenses incurred by the Manager and/or the registered fire services installation contractor(s) for the maintenance and annual inspection of the fire service installations for Residential Units with open kitchen shall be borne by the relevant Owner on demand.
管理人及/或註冊的消防設施承辦商為有開放式廚房的住宅單位之消防設施進行年檢和維修所產生的費用及支出應在要求下由相關業主承擔。

Acknowledgement Letter Regarding Noise Mitigation Measures
關於噪音緩解措施的確認函

TENDERER MUST COMPLETE THIS

PAGE

投標者須填妥本頁

Vendor 賣方	Kong Smart Investment Limited 廣峻投資有限公司		
Address 地址	Phase 1 ("the Phase") of Regency Bay Development ("the Development") Tower 2 of the Phase is called "Regency Bay" 御海灣發展項目（「發展項目」）的第 1 期（「期數」）期數中的第 2 座稱為御海灣 23 Hoi Wong Road, Tuen Mun, New Territories 新界屯門海皇路 23 號		
Property 物業	Tower 座	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / B.R. No. 身份證 / 商業登記證號碼			
Date 日期			

1. I /We, the undersigned, hereby acknowledge and are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that:-
本人/吾等，即下方簽署人，特此確認本人/吾等簽署本物業的臨時買賣合約前已清楚明白以下事項：
 - (a) Noise mitigation measures in the form of acoustic fins (which may affect the views outside the individual unit(s)) and fixed glazing are or will be provided in or installed at the Phase to mitigate road traffic noise impact from Hoi Wing Road and Hoi Wong Road, etc. Please refer to the "Floor Plans of Residential Properties in the Phase" Section of the Sales Brochure of the Phase for further details and locations of the acoustic fins and/or the fixed glazing.
期數已提供或安裝或將會提供或安裝以隔聲鰭（隔聲鰭或會對個別單位對外之景觀造成影響）及固定玻璃窗形式之噪音緩解措施以緩解海榮路、海皇路等帶來的道路交通噪音影響。請參閱期數的售樓說明書之「期數的住宅物業的樓面平面圖」以了解隔聲鰭及/或固定玻璃窗之詳情及位置。
 - (b) No owner of residential properties shall make or permit or suffer to be made any alteration or conversion or modification of the fixed glazing into openable windows or other installation(s) without the prior written consent of the Building Authority and other relevant Government authorities.
若沒有建築事務監督及其他政府有關當局的事先書面同意，住宅物業的業主不可作出或允許或忍受他人作出對固定玻璃窗的任何改動或變更或修改成為可開啟窗戶或其他裝置。
2. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.
本人 / 吾等確認及聲明本人 / 吾等同意購入物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。
3. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.
如本函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

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

Vendor 賣方	Kong Smart Investment Limited 廣峻投資有限公司		
Address 地址	Phase 1 (“the Phase”) of Regency Bay Development (“the Development”) Tower 2 of the Phase is called “Regency Bay” 御海灣發展項目（「發展項目」）的第 1 期（「期數」）期數中的第 2 座稱為御海灣 23 Hoi Wong Road, Tuen Mun, New Territories 新界屯門海皇路 23 號		
Property 物業	Tower 座	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / B.R. No. 身份證 / 商業登記證號碼			
Date 日期			

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

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

- (a) Under the approved form of Deed of Mutual Covenant and Management Agreement (the “DMC”) in respect of Regency Bay Development (the “Development”):-

按照所批核之御海灣(以下簡稱「該發展項目」)的公契及管理協議(「公契」)的規定：

- (i) The Manager shall have the right at all times to extend, maintain, operate, move and have access to, over and/or into or partly into the portion of airspace above the roof and/or flat roof or the parapet walls of the roof and/or flat roof as may be determined by the Manager, a tracked telescopic jib gondola and/or any jib, davit arm, other equipment or device of management (collectively referred to in the DMC as the “gondola” which expression shall include all jibs, brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain, repair, renovate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities Provided that the use and enjoyment by the Owner of the Residential Unit shall not be unreasonably affected or prejudiced thereby and the Manager shall make good any damage caused thereby and ensure that the least disturbance is caused.

管理人有權在任何時候延伸、維持、運作、移動軌導式旋轉吊臂吊船及/或任何吊臂、吊艇架吊臂、其他設備或管理裝置(在公契中統稱「吊船」，當中包括所有吊臂、托架、鉸鏈、柱或其他相關器材)及有權進入天台及/或平台及天台及/或平台的矮牆的上空或部上空，以進行檢修、清潔、加強、保養、維修、翻新、改善及/或替換發展項目的外牆的任何部分，及暫時性地停留在該上空一段必要時間作檢查、重建、維修、翻新、保養、清潔、塗漆或裝飾所有或任何公用地方及設施，惟業主享用其住宅單位應不受不合理影響或受損，及管理人須承擔彌補因行使上述權力而造成的損害及將滋擾減至最小。

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

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

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

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

2. I/We hereby acknowledge that the extract is only a summary of the DMC provisions concerned for reference and subject to the DMC and that I/we have been advised to, before entering into the preliminary agreement for sale and purchase of the captioned Property, peruse the approved form of the DMC (which is available at the sales office and on the website of the Development) and seek professional advice for details.

本人 / 吾等確認明白摘要為相關公契條款之概要，僅供參考，一切均以公契作準，另本人 / 吾等亦確認簽訂上述物業臨時買賣合約前已獲建議細閱公契已批核文本（於售樓處及發展項目互聯網網站有所提供）及尋求專業意見以獲取詳情。

3. I/We hereby confirm and declare that I/we have agreed to purchase the captioned Property with full knowledge of the abovementioned covenants, obligations, provisions and restrictions and shall fully observe and comply with the same.
本人 / 吾等確認及聲明本人 / 吾等同意購入上述物業時已完全知悉上述之契諾、責任、規定和限制，並將完全遵守及履行該等契諾、責任、規定和限制。

Signed by the Purchaser(s) 買方簽署

Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers

關於繼續開放現樓物業予準買家參觀的確認信

Vendor 賣方	Kong Smart Investment Limited 廣峻投資有限公司		
Address 地址	Phase 1 (“the Phase”) of Regency Bay Development (“the Development”) Tower 2 of the Phase is called “Regency Bay” 御海灣發展項目（「發展項目」）的第 1 期（「期數」）期數中的第 2 座稱為御海灣 23 Hoi Wong Road, Tuen Mun, New Territories 新界屯門海皇路 23 號		
Property 物業	Tower 座	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / B.R. No. 身份證 / 商業登記 證號碼			
Date 日期			

I/We, the undersigned, hereby acknowledge and confirm that:-

本人／我們，下述簽署人，僅此知悉及確認：

2. I/we am/are fully aware and accept that after my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, the Property will continue to be made available for viewing by potential purchasers of other properties of the Development until my/our completion of the purchase.

本人／我們充份明白及接受在本人／我們簽署該物業的臨時買賣合約後直至本人／我們完成買賣交易之期間，該物業將會繼續開放供發展項目其他物業之準買家參觀。

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

如本信之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Acknowledgement Letter Regarding Viewing of Property
關於參觀物業的確認信

Vendor 賣方	Kong Smart Investment Limited 廣峻投資有限公司		
Address 地址	Phase 1 ("the Phase") of Regency Bay Development ("the Development") Tower 2 of the Phase is called "Regency Bay" 御海灣發展項目（「發展項目」）的第1期（「期數」）期數中的第2座稱為御海灣 23 Hoi Wong Road, Tuen Mun, New Territories 新界屯門海皇路23號		
Property 物業	Tower 座	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / B.R. No. 身份證 / 商業登記證號碼			
Date 日期			

I/We hereby confirm and acknowledge that before the signing of the Preliminary Agreement for Sale and Purchase ("**Preliminary Agreement**") of the Property 本人／我們謹此確認及知悉在簽署本物業的臨時買賣合約（「**臨時合約**」）之前：

1. ☐ The Vendor has made the Property available for viewing by me/us and I/we have viewed the Property on (date)

at (time) _____.
賣方已開放本物業供本人／我們參觀，且本人／我們已於（日期及時間）_____參觀過本物業。
- ☐ I/We understand that I/we have the right to view the Property before the signing of the Preliminary Agreement and the Vendor has offered to arrange me/us to view the Property, however, I/we have declined to do so.
本人／我們明白本人／我們有權在簽署臨時合約之前參觀本物業，而賣方已邀請安排本人／我們參觀本物業，但本人／我們拒絕參觀。
2. ☐ It is not reasonably practicable for the Vendor to make the Property available for viewing by me/us for the following reason:
因以下原因，賣方開放本物業供本人／我們參觀，並非合理地切實可行：
Reason 原因：_____ (e.g. the Property is subject to existing tenancy 例如本物業現有租約)
Pursuant to section 44(2)(b)(i) of the Residential Properties (First-hand Sales) Ordinance, the Vendor has made a comparable residential property: _____ in the Phase (specified below) available for viewing by me/us.
根據《一手住宅物業銷售條例》第44(2)(b)(i)條，賣方已開放期數內與本物業相若的住宅物業：_____
_____供本人／我們參觀。
- ☐ I/We have viewed the comparable residential property on (date) _____ at (time) _____.
本人／我們已於（日期及時間）_____參觀過該相若的住宅物業。
- ☐ I/We understand that I/we have the right to view the comparable residential property before the signing of the Preliminary Agreement, however, I/we have declined to do so.
本人／我們明白本人／我們有權在簽署臨時合約之前參觀該相若的住宅物業，但本人／我們拒絕參觀。
3. ☐ It is not reasonably practicable for the Vendor to make the Property available for viewing by me/us for the following reason:
因以下原因，賣方開放本物業供本人／我們參觀，並非合理地切實可行：
Reason 原因：_____ (e.g. the Property is subject to existing tenancy 例如本物業現有租約)
- ☐ It is also not reasonably practicable for the Vendor to make any comparable residential property in the Phase available for viewing by me/us for the following reason:
因以下原因，賣方開放期數內任何與本物業相若的住宅物業供本人／我們參觀，並非合理地切實可行：
Reason 原因：_____ (e.g. the Property is the last unsold unit 例如本物業是最後一個未出售單位)
I/We agree and confirm that the Vendor is not required to make such a comparable residential property available for viewing by me/us pursuant to section 44(2)(b)(ii) of the Residential Properties (First-hand Sales) Ordinance before the signing of the Preliminary Agreement.
根據《一手住宅物業銷售條例》第44(2)(b)(ii)條，本人／我們同意及確認賣方無須在簽署臨時合約之前開放相若的住宅物業供本人／我們參觀。
4. ☐ (Applicable to property with furniture, etc. displayed therein) All furniture, accessories, chandeliers and feature lightings, planters and other chattels displayed in the Property (other than those fittings, finishes and appliances in the Property as stated in the Sales Brochure) will not be provided or delivered to me/us upon completion of the sale and purchase or handover of the Property. I/we should refer to the sales brochure for details of the fittings, finishes and appliances that will be handed over with the Property.

(適用於有展示傢俬等的物業)所有展示於本物業內的傢俱、裝飾品、吊燈及特色燈飾、植物及其他物件(售樓說明書內列明本物業附設之裝置、裝修物料及設備除外)，將不會於買賣成交或交樓時連同本物業交予本人／我們。有關與本物業交付的裝置、裝修物料及設備的詳情，本人／我們應參閱售樓說明書。

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

Signed by the Purchaser(s) 買方簽署

Vendor's Information Form
賣方資料表格

Vendor 賣方	Kong Smart Investment Limited 廣峻投資有限公司		
Address 地址	Phase 1 ("the Phase") of Regency Bay Development ("the Development") Tower 2 of the Phase is called "Regency Bay" 御海灣發展項目（「發展項目」）的第 1 期（「期數」）期數中的第 2 座稱為御海灣 23 Hoi Wong Road, Tuen Mun, New Territories 新界屯門海皇路 23 號		
Property 物業	Tower 座	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. / B.R. No. 身份證 / 商業登記證 號碼			
Date 日期			

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	The amount of the management fee cannot be provided as the Deed of Mutual Covenant and Management Agreement in respect of the Development has not yet been executed for the time being. 因發展項目的公契及管理協議尚未簽立，所以未能提供該物業的管理費金額
b) The amount of the Government rent (if any) that is payable for the Property 須就本物業繳付的地稅 (如有的話) 的款額	3% of the rateable value of the Property 本物業應課差餉租值之 3% [#]
c) The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	No 沒有
d) The name of the manager of the Phase 期數的管理人的姓名或名稱	Hong Yip Service Company Limited 康業服務有限公司
e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Phase 賣方自政府或管理處接獲的關乎期數的住宅物業的擁有人須分擔的款項的任何通知	No 沒有
f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Phase 賣方自政府接獲的規定賣方拆卸期數的任何部分或將期數的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索	No 沒有

Date of Printing: 4 December 2020
印製日期: 2020 年 12 月 4 日

Signed by the Purchaser(s) 買方簽署

Note 備註:

[#] There has been no apportionment of Government rent for the Property as at the date of printing of this form.
直至本表格印刷之日，尚未有為本物業分攤地租。

Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited

Personal Information Collection Statement

Collection of your personal information

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

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

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

Purposes for which Your Information may be used

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

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

Transfer of Your Information

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

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

Use of Your Information in direct marketing

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

In connection with direct marketing, we intend:

- (a) to use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;
- (b) to market the following classes of services and products to you:
 - (1) real estate properties (including car parking spaces) or property developments offered by member(s) of the Group, JV Companies or other persons who engage us to sell or promote real estate properties for them;
 - (2) services and products offered by us, other members of the Group or JV Companies (including real estate agency services, credit facilities and financial services);
 - (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us, other members of the Group or JV Companies; and
 - (4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;
- (c) in return for money or other property, to provide Your Information described in (a) above to other members of the Group for their use in direct marketing the classes of services and products described in (b) above.

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

Access to and correction of Your Information

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

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

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

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

Signature

Name:

Date:

新鴻基地產(銷售及租賃)代理有限公司
個人資料收集聲明

收集閣下的個人資料

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

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

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

閣下資料可能被用作的用途

我們可能不時使用閣下資料作下列一個或多個用途：

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

轉移閣下資料

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

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

在直接促銷中使用閣下資料

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

就直接促銷，我們有意：

- (a) 使用我們不時收集、產生、編制或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據；
- (b) 向閣下促銷以下類別的服務及產品：
- (1) 集團成員、合資公司或其他委任我們代其銷售或推廣地產物業的人士提供的地產物業（包括泊車位）或物業發展項目；
 - (2) 我們、集團其他成員或合資公司提供的服務及產品（包括地產代理服務、信貸融資及財務服務）；
 - (3) 我們、集團其他成員或合資公司提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及
 - (4) 為慈善或非牟利用途的捐款或捐贈，或企業社會責任節目或活動；
- (c) 為換取金錢或其他財產，將以上(a)段所述的閣下資料提供予集團其他成員以供其在直接促銷以上(b)段所述的服務及產品類別中使用。

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

查閱及改正閣下資料

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

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

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

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

簽署

姓名：

日期：

有關贈品、財務優惠或利益的列表

List of gifts, financial advantage or benefits

1. 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.

2. 所有就購買該發展項目中的指明住宅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正式合約中訂明的一手買方及不可轉讓。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 a specified residential property in the Development are offered to first-hand Purchaser as specified in the Agreement 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 Purchasers.

3. 所有由賣方將提供用以支付樓價餘額部份的現金回贈(以向上捨入方式換算至整數)，在符合提供現金回贈的相關先決條件的情況下，賣方保留權利以其他方法及形式將現金回贈支付予買方。如其後發現買方不應獲得任何現金回贈，買方收到要求後須立即退回相關現金回贈予賣方。

For all cash rebate(s) (rounded up to the nearest integer) that will be offered by the Vendor for part payment of the balance of purchase price, subject to the relevant prerequisite for provision the cash rebate(s) being satisfied, the Vendor reserves the right to pay the cash rebate(s) to the Purchaser by other method(s) and in other manner. If subsequently it is discovered that the Purchaser is not entitled to any cash rebate(s), the Purchaser shall forthwith upon demand refund the relevant cash rebate(s) to the Vendor.

4. 賣方的指定財務機構沒有亦將不會委任任何人士(第三方)處理就向任何擬借入人或任何指明類別的擬借入人批出貸款，無論是促使、洽商、取得或申請貸款，或是擔保或保證該筆貸款的償還或有關事宜。

The Vendor's designated financing company does not and will not appoint any person (third party) for or in relation to granting a loan to any intending borrower or any specified class of intending borrower, whether as to the procuring, negotiation, obtaining, application, guaranteeing or securing the repayment of such a loan.

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

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

6. 如正式合約因任何原因終止或取消，則提供贈品、財務優惠或利益的安排將無效。

The arrangement to provide the gifts, financial advantage or benefits shall cease to have any force or effect if the Agreement is/are terminated or cancelled for whatever reason.

(TA1) 建築期付款計劃 Stage Payment Plan

1. Stamp Duty Offer(s) 印花稅優惠

Where the Purchaser selects the Stamp Duty Offer(s) in the Offer Form, the Purchaser shall be offered the following benefits:

如買方於要約表格選擇印花稅優惠，買方可獲下述優惠：

(a) 印花稅現金回贈 Stamp Duty Cash Rebate

買方在按正式合約付清樓價餘額的情況下，可獲賣方提供印花稅現金回贈。印花稅現金回贈的金額相等於要約表格中所指明的金額。詳情請參閱附錄1(a)。

Subject to settlement of the balance of the purchase price in accordance with the Agreement, the Purchaser shall be entitled to a Stamp Duty Cash Rebate offered by the Vendor which amount shall be equal to the amount specified in the Offer Form. Please see Annex 1(a) for details.

(b) 過渡性貸款 Transitional Loan

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

注意：買方須於接納書的日期後2個工作日內申請印花稅過渡性貸款

Note: The Purchaser shall make an application for the Stamp Duty Transitional Loan within 2 working days after the date of the Letter of Acceptance

買方可向賣方的指定財務機構申請過渡性貸款或(如買方享有印花稅現金回贈但沒有使用過渡性貸款)可獲港幣\$5,000現金回贈，過渡性貸款的最高金額相等於(視情況而定)：

The Purchaser may apply for a Transitional Loan from the Vendor's designated financing company or (if the Purchaser is entitled to the Stamp Duty Cash Rebate but has not utilized the Transitional Loan) shall be entitled to a HK\$5,000 Cash Rebate. The maximum amount of the Transitional Loan shall be equal to (as the case may be):

- (就從價印花稅以較高稅率(第1標準)計算)就正式合約應付的從價印花稅的50%及不可超過第1(a)段中所指明的印花稅現金回贈的金額；或
(if ad valorem stamp duty at higher rates (Scale 1) applies) 50% of the ad valorem stamp duty chargeable on the Agreement and shall not exceed the amount of the Stamp Duty Cash Rebate specified in paragraph 1(a); or
- (就從價印花稅以較低稅率(第2標準)計算)就正式合約應付的從價印花稅的70%及不可超過第1(a)段中所指明的印花稅現金回贈的金額。
(if ad valorem stamp duty at lower rates (Scale 2) applies) 70% of the ad valorem stamp duty chargeable on the Agreement and shall not exceed the amount of the Stamp Duty Cash Rebate specified in paragraph 1(a).

詳情請參閱附錄1(b)。

Please see Annex 1(b) for details.

2. 貸款優惠 Loan Benefits

買方可向賣方的指定財務機構申請以下其中一項貸款優惠：

The Purchaser may apply for ONLY ONE of the following loan benefits from the Vendor's designated financing company:

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

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

備用第一按揭貸款的最高金額為淨樓價的70%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附錄2(a)。

The maximum amount of the Standby First Mortgage Loan shall be 70% of the net purchase price, provided that the loan amount shall not exceed the balance of purchase price payable. Please see Annex 2(a) for details.

(b) 備用第二按揭貸款
Standby Second Mortgage Loan

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

備用第二按揭貸款的最高金額為淨樓價的25%，惟第一按揭貸款(由第一按揭銀行提供)及備用第二按揭貸款總金額不可超過淨樓價的80%，或應繳付之樓價餘額，以較低者為準。詳情請參閱附錄2(b)。

The maximum amount of the Standby Second Mortgage Loan shall be 25% of the net purchase price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Standby Second Mortgage Loan shall not exceed 80% of the net purchase price, or the balance of purchase price payable, whichever is lower. Please see Annex 2(b) for details.

(c) Regency 120s
Regency 120s

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

Regency 120s分為兩部份：A 部份(用於繳付樓價餘額)的最高貸款金額為樓價90%及(如適用)B 部份(用於償還現有物業的按揭貸款)的最高貸款金額為樓價30%。詳情請參閱附錄2(c)。

Regency 120s is divided into two tranches: the maximum loan amount of Tranche A (for payment of the balance of the purchase price) shall be 90% of the purchase price and (if applicable) the maximum loan amount of Tranche B (for repayment of the mortgage loan of the Existing Property) shall be 30% of the purchase price. Please see Annex 2(c) for details.

上文『淨樓價』一詞指樓價扣除印花稅現金回贈(如有)及港幣\$5,000現金回贈(如有)後的金額。

The term “net purchase price” above means the amount of the purchase price after deducting the Stamp Duty Cash Rebate (if any) and the HK\$5,000 Cash Rebate (if any).

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

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

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

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

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

首 3 年保修優惠受其他條款及細則約束。

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

附錄 1(a) 印花稅現金回贈

Annex 1(a) Stamp Duty Cash Rebate

- **only applicable to the Purchaser who selects the Stamp Duty Offer(s) in the Offer From**
只適用於在要約表格選擇印花稅優惠的買方
- (I) 買方須於付清樓價餘額之日或(如適用)正式合約內訂明的該期數的預計關鍵日期(以較早者為準)前最少30日以書面((如需要)連同就正式合約應付的所有印花稅的正式繳付收據及(如賣方要求)賣方代表律師樓的相關收據)向賣方申請印花稅現金回贈，賣方會於收到申請並證實有關資料無誤後將印花稅現金回贈直接用於支付部份樓價餘額。
- The Purchaser shall apply to the Vendor in writing ((if necessary) accompanied with the official receipt(s) for payment of all stamp duty payable on the Agreement and (if the Vendor requests) the relevant receipt(s) of the Vendor's solicitors) for the Stamp Duty Cash Rebate at least 30 days before the date of settlement of the balance of the purchase price or (if applicable) the estimated material date for the Phase as specified in the Agreement (whichever is earlier). After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the Stamp Duty Cash Rebate for part payment of the balance of the purchase price directly.
- (II) 如買方已從賣方的指定財務機構(『指定財務機構』)獲得過渡性貸款(詳情請參閱附錄1(b))，則印花稅現金回贈會首先支付予指定財務機構用作償還過渡性貸款的未償還欠款，餘款(如有)才會用於支付部份樓價餘額。
- If the Purchaser has obtained the Transitional Loan from the Vendor's designated financing company ("designated financing company") (please see Annex 1(b) for details), then the Stamp Duty Cash Rebate will first be paid to the designated financing company for repayment of any amount outstanding under the Transitional Loan and the balance (if any) will be applied for part payment of the balance of the purchase price.
- (III) 在賣方支付印花稅現金回贈金額後，(如適用)即使實際就正式合約應繳付的相關印花稅金額大於計算印花稅現金回贈所依據的金額，賣方亦無須再向買方支付任何其他或額外印花稅現金回贈。若有爭議，賣方有權決定印花稅現金回贈的金額，有關決定為最終決定並對買方具有約束力。
- After the Vendor has paid the amount of the Stamp Duty Cash Rebate, (if applicable) if the amount of the relevant stamp duty actually payable on the Agreement exceeds the amount based on which the Stamp Duty Cash Rebate is calculated, the Vendor is not required to pay any other or additional Stamp Duty Cash Rebate to the Purchaser. In case of dispute, the Vendor has the right to determine the amount of the Stamp Duty Cash Rebate, and such determination shall be final and binding on the Purchaser.
- (IV) 印花稅現金回贈受其他條款及細則約束。
- The Stamp Duty Cash Rebate is subject to other terms and conditions.

附錄 1(b) 過渡性貸款
Annex 1(b) Transitional Loan

- 只適用於要約表格選擇印花稅優惠的買方；及
only applicable to the Purchaser who selects the Stamp Duty Offer(s) in the Offer From; and
- 只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人
only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)

買方可向賣方的指定財務機構(『指定財務機構』)申請過渡性貸款(『過渡性貸款』)，主要條款如下：

The Purchaser can apply to the Vendor's designated financing company ("designated financing company") for a Transitional Loan ("Transitional Loan"). Key terms are as follows:

- (I) 買方須於接納書的日期後2個工作日內向指定財務機構申請過渡性貸款。指定財務機構將不會處理逾期貸款申請。
 The Purchaser shall make the application for the Transitional Loan to the designated financing company within 2 working days after the date of the Letter of Acceptance. Late loan applications will not be processed by the designated financing company.
- (II) 買方須提供指定財務機構所要求的財務資料及文件，否則貸款申請將不會獲處理。
 The Purchaser shall provide financial information and documents upon request from the designated financing company, otherwise, the loan application will not be processed.
- (III) 過渡性貸款的到期日為按正式合約付清樓價餘額的日期。
 The maturity date of the Transitional Loan is the date of settlement of the balance of the purchase price in accordance with the Agreement.
- (IV) 利率為5%p.a.。如買方在到期日或之前準時還清過渡性貸款，將獲豁免貸款利息。
 Interest rate shall be 5%p.a.. **If the Purchaser shall duly repay the Transitional Loan on or before the maturity date, interest on the Transitional Loan will be waived.**
- (V) 所有過渡性貸款的法律文件須由賣方代表律師準備，並於賣方代表律師的辦事處簽署。買方無須支付任何申請貸款的手續費或法律費用。如買方就過渡性貸款另行自聘律師作為其代表律師，買方須負責其代表律師有關費用及代墊付費用。
 All legal documents of the Transitional Loan shall be prepared by the Vendor's solicitors and signed at the office of the Vendor's solicitors. The Purchaser will not be charged any handling fee or legal fee for processing the loan application. If the Purchaser shall instruct his/her/its own solicitors to act for him/her/it for the Transitional Loan, the Purchaser shall bear his/her/its own solicitors' relevant costs and disbursements.
- (VI) 在簽署正式合約之時，買方須向賣方代表律師存放一筆款項，以使賣方代表律師安排在印花稅條例訂明的時限內讓印花稅署署長為正式合約及(如印花稅條例要求)臨時買賣合約加蓋印花。該筆款項金額相等於正式合約(包括加蓋買賣合約副本的定額費用)及(如印花稅條例要求)臨時買賣合約的從價印花稅及(如適用)買家印花稅的總額，減過渡性貸款的金額。
 Upon signing of the Agreement, the Purchaser shall deposit with the Vendor's solicitors a fund for the Vendor's solicitors to arrange for the Agreement and (where required by the Stamp Duty Ordinance) the preliminary agreement for sale and purchase to be stamped by the Collector of Stamp Revenue within the time limit prescribed by the Stamp Duty Ordinance. The amount of the fund is equal to the total amount of ad valorem stamp duty on the Agreement (including the fixed fee for stamping a counterpart of the Agreement) and (where required by the Stamp Duty Ordinance) the preliminary agreement for sale and purchase and (if applicable) the amount of buyer's stamp duty, less the Transitional Loan amount.
- (VII) 買方敬請向指定財務機構查詢有關貸款用途及詳情。貸款批出與否及其條款，指定財務機構有最終決定權。不論貸款獲批與否，買方仍須按正式合約完成住宅物業的交易及繳付住宅物業的樓價全數。
 The Purchaser is advised to enquire with the designated financing company about the purpose and details of the loan. The approval or disapproval of the loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the loan is approved or not, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement.

(VIII) 此貸款受其他條款及細則約束。

This loan is subject to other terms and conditions.

(IX) 賣方無給予或視之為已給予任何就過渡性貸款之批核的陳述或保證。

No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the Transitional Loan.

1. 如買方享有印花稅現金回贈但沒有使用過渡性貸款，在買方按正式合約付清樓價餘額的情況下，可就每個住宅物業獲港幣\$5,000現金回贈(『港幣\$5,000現金回贈』)。
If the Purchaser is entitled to the Stamp Duty Cash Rebate but has not utilized the Transitional Loan, subject to settlement of the balance of the purchase price in accordance with the Agreement, a cash rebate of HK\$5,000 for each residential property ("HK\$5,000 Cash Rebate") would be offered to the Purchaser.
2. 買方須於付清樓價餘額之日或(如適用)正式合約內訂明的該期數的預計關鍵日期(以較早者為準)前最少30日，以書面向賣方申請港幣\$5,000現金回贈，賣方會於收到申請並證實有關資料無誤後將港幣\$5,000現金回贈直接用於支付部份樓價餘額。
The Purchaser shall apply to the Vendor in writing for the HK\$5,000 Cash Rebate at least 30 days before the date of settlement of balance of purchase price or (if applicable) the estimated material date for the Phase as specified in the Agreement (whichever is earlier). After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the HK\$5,000 Cash Rebate for part payment of the balance of the purchase price directly.
3. 為免疑問，就購買每個住宅物業，買方只可選擇使用過渡性貸款或獲得港幣\$5,000現金回贈的其中一項。
For the avoidance of doubt, for each purchase of a residential property, the Purchaser can only choose either to utilize the Transitional Loan or to obtain the HK\$5,000 Cash Rebate.

附錄 2(a) 備用第一按揭貸款

Annex 2(a) Standby First Mortgage Loan

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

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

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

- (I) 買方必須於付清樓價餘額之日或(如適用)正式合約內訂明的該期數的預計關鍵日期(以較早者為準)前最少60日以書面向指定財務機構申請第一按揭貸款。指定財務機構將不會處理逾期貸款申請。
The Purchaser shall make a written application to the designated financing company for a First Mortgage Loan not less than 60 days before date of settlement of the balance of the purchase price or (if applicable) the estimated material date for the Phase as specified in the Agreement (whichever is earlier). Late loan applications will not be processed by the designated financing company.
- (II) 第一按揭貸款的最高金額為淨樓價的70%，惟貸款金額不可超過應繳付之樓價餘額。首36個月之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減2.85% p.a.，其後之按揭利率為港元最優惠利率加1% p.a.，利率浮動。最終利率以指定財務機構審批結果而定。
The maximum amount of the First Mortgage Loan shall be 70% of the net purchase price, provided that the loan amount shall not exceed the balance of purchase price payable. Interest rate for the first 36 months shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited (“Hong Kong Dollar Best Lending Rate”) minus 2.85% p.a., thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
- (III) 指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。
In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor(s) (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.
- (IV) 第一按揭貸款以該住宅物業之第一法定按揭作抵押。
The First Mortgage Loan shall be secured by a first legal mortgage over the Property.
- (V) 該住宅物業只可供買方自住。
The Property shall be self-occupied by the Purchaser only.
- (VI) 第一按揭貸款年期最長為25年。
The maximum tenor of First Mortgage Loan shall be 25 years.
- (VII) 買方須以按月分期償還第一按揭貸款。
The Purchaser shall repay the First Mortgage Loan by monthly instalments.
- (VIII) 買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估。買方及其擔保人(如有)必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。
The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Notes of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any). The Purchaser and his/her/it guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.
- (IX) 第一按揭貸款申請須由指定財務機構獨立審批。
The First Mortgage Loan shall be approved by the designated financing company independently.

- (X) 買方須就申請第一按揭貸款支付港幣\$5,000不可退還的申請手續費。
The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the First Mortgage Loan.
- (XI) 所有第一按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第一按揭貸款的律師費用及代墊付費用。
All legal documents of the First Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the First Mortgage Loan.
- (XII) 買方敬請向指定財務機構查詢有關第一按揭貸款用途及詳情。第一按揭貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按正式合約完成住宅物業的交易及繳付住宅物業的樓價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the First Mortgage Loan. The approval or disapproval and the approved loan amount of the First Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement.
- (XIII) 第一按揭貸款受其他條款及細則約束。
The First Mortgage Loan is subject to other terms and conditions.
- (XIV) 賣方無給予或視之為已給予任何就第一按揭貸款之安排及批核的陳述或保證。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the First Mortgage Loan.

附錄 2(b) 備用第二按揭貸款

Annex 2(b) Standby Second Mortgage Loan

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

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

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

- (I) 買方必須於付清樓價餘額之日或(如適用)正式合約內訂明的該期數的預計關鍵日期(以較早者為準)前最少60日以書面向指定財務機構申請第二按揭貸款。指定財務機構將不會處理逾期貸款申請。
The Purchaser shall make a written application to the designated financing company for a Second Mortgage Loan not less than 60 days before the date of settlement of the balance of the purchase price or (if applicable) the estimated material date for the Phase as specified in the Agreement (whichever is earlier). Late loan applications will not be processed by the designated financing company.

- (II) 第二按揭貸款的最高金額為淨樓價的25%，惟第一按揭貸款(由第一按揭銀行提供)及第二按揭貸款總金額不可超過淨樓價的80%，或應繳付之樓價餘額，以較低者為準。
The maximum amount of the Second Mortgage Loan shall be 25% of the net purchase price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Standby Second Mortgage Loan shall not exceed 80% of the net purchase price, or the balance of purchase price payable, whichever is lower.

首36個月之按揭利率為：

Interest rate for the first 36 months shall be:

- (如第二按揭貸款的金額不超過淨樓價的20%)香港上海匯豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減2.85% p.a.；或
(If the amount of the Second Mortgage Loan does not exceed 20% of the net purchase price) Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited (“Hong Kong Dollar Best Lending Rate”) minus 2.85% p.a.; or
- (如第二按揭貸款的金額超過淨樓價的20%，但不超過淨樓價的25%)港元最優惠利率減2.35% p.a.，
(If the amount of the Second Mortgage Loan exceeds 20% of the net purchase price, but does not exceed 25% of the net purchase price) Hong Kong Dollar Best Lending Rate minus 2.35% p.a.,

其後之按揭利率為港元最優惠利率加1% p.a.，利率浮動。最終利率以指定財務機構審批結果而定。
thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.

- (III) 指定財務機構會因應買方及其擔保人(如有)的信貨審查及評估結果，對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。
In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor(s) (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.

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

- (V) 該住宅物業只可供買方自住。
The Property shall be self-occupied by the Purchaser only.

- (VI) 第二按揭貸款年期最長為25年，或第一按揭貸款(由第一按揭銀行提供)之年期，以較短者為準。
The maximum tenor of the Second Mortgage Loan shall be 25 years or the tenor of first mortgage loan (offered by the first mortgagee bank), whichever is shorter.

- (VII) 買方須以按月分期償還第二按揭貸款。

The Purchaser shall repay the Second Mortgage Loan by monthly instalments.

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

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

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

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

- (X) 第一按揭貸款(由第一按揭銀行提供)及第二按揭貸款須由有關承按機構獨立審批。

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

- (XI) 所有第二按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第二按揭貸款的律師費用及代墊付費用。

All legal documents of the Second Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the Second Mortgage Loan.

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

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

- (XIII) 買方敬請向指定財務機構查詢有關第二按揭貸款用途及詳情。第二按揭貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按正式合約完成住宅物業的交易及繳付住宅物業的樓價全數。

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

- (XIV) 此第二按揭貸款受其他條款及細則約束。

This Second Mortgage Loan is subject to other terms and conditions.

- (XV) 賣方無給予或視之為已給予任何就第二按揭貸款之安排及批核的陳述或保證。

No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the Second Mortgage Loan.

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

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

附錄 2(c) Regency 120s
Annex 2(c) Regency 120s

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

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

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

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

The Purchaser shall make a written application to the designated financing company for a Payment Financing not less than 60 days before date of settlement of the balance of the purchase price or (if applicable) the estimated material date for the Phase as specified in the Agreement (whichever is earlier). Late loan applications will not be processed by the designated financing company.

- (II) 樓價貸款必須以該物業之第一法定按揭及一個香港住宅物業(『現有物業』)之第一法定按揭作為抵押。以下為現有物業的基本要求：

The Payment Financing shall be secured by a first legal mortgage over the Property and a first legal mortgage over a Hong Kong residential property ("Existing Property"). The following are the basic requirements of the Existing Property:

- 現有物業的註冊業主(或其中一位註冊業主)必須為買方(或買方其中一位)或買方的至親(即配偶、父母、子女、兄弟、姊妹、祖父母、外祖父母、孫、孫女、外孫或外孫女)或買方其中一位的至親；及
The registered owner of the Existing Property (or any one of the registered owners) must be the Purchaser (or any one of the Purchasers) or a connected family member (i.e. spouse, parents, children, brothers, sisters, grandparents or grandchildren) of the Purchaser or a connected family member of any one of the Purchasers; and
- 現有物業的業權良好；及
The title to the Existing Property is good; and
- 現有物業沒有出租；及
The Existing Property is not leased out; and
- 現有物業沒有銀行按揭以外的其他按揭或產權負擔；及
The Existing Property is not subject to any mortgage or incumbrance other than bank mortgage; and
- 現有物業不屬於村屋、1980年前發出入伙紙的單幢式住宅物業、有轉讓限制的物業或非屋苑式的離島物業等；及
The Existing Property is not a village-type house, residential property in a single block with an Occupation Permit issued before 1980, property which is subject to alienation restrictions and non-estate-type property situated on the outlying islands, etc.; and
- 現有物業的價值必須符合以下要求：
The value of the Existing Property must satisfy the following requirement:

於申請樓價貸款時，現有物業的按揭情況： The mortgage status of the Existing Property at the time of application for the Payment Financing:	指定財務機構估算現有物業的價值 The designated financing company's valuation of the Existing Property
沒有任何按揭 does not have any mortgage	不低於該物業之樓價的50%(或總樓價的50%，如購買兩個或以上住宅物業) not less than 50% of the purchase price (or 50% of the total purchase price, if two or above residential properties are purchased) of the Property.

有銀行按揭 mortgaged to a bank	不低於該物業之樓價的70%(或總樓價的70%，如購買兩個或以上住宅物業) not less than 70% of the purchase price (or 70% of the total purchase price, if two or above residential properties are purchased) of the Property.
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儘管符合上述要求，指定財務機構保留權利不接受現有物業作為抵押品。

Notwithstanding meeting the above requirements, the designated financing company reserves the right not to accept the Existing Property as security.

(III) 樓價貸款的最高金額為：

The maximum amount of Payment Financing shall be:

部份 Tranche	樓價貸款的最高金額 The maximum amount of Payment Financing
A 部份：用於繳付樓價餘額 Tranche A: for payment of the balance of the purchase price	<ul style="list-style-type: none"> 樓價的80%及扣除所有賣方將提供用以支付樓價餘額部份的現金回贈(如有)後的金額(如現有物業的估算價值為樓價50%或以上，但少於樓價60%)；或 80% of the purchase price less all cash rebate(s) (if any) that will be offered by the Vendor for part payment of the balance of purchase price (if the valuation of the Existing Property is 50% of the purchase price or above, but less than 60% of the purchase price); or 樓價的90%及扣除所有賣方將提供用以支付樓價餘額部份的現金回贈(如有)後的金額(如現有物業的估算價值為樓價60%或以上) 90% of the purchase price less all cash rebate(s) (if any) that will be offered by the Vendor for part payment of the balance of purchase price (if the valuation of the Existing Property is 60% of the purchase price or above) <p>惟貸款金額不可超過應繳付之樓價餘額。 provided that the loan amount shall not exceed the balance of purchase price payable.</p>
B 部份(如適用)：用於償還現有物業的按揭貸款 Tranche B (if applicable): for repayment of the mortgage loan of the Existing Property	<ul style="list-style-type: none"> 樓價的10%(如現有物業的估算價值為樓價70%或以上，但少於樓價80%)；或 10% of the purchase price (if the valuation of the Existing Property is 70% of the purchase price or above, but less than 80% of the purchase price) ; or 樓價的20%(如現有物業的估算價值為樓價80%或以上，但少於樓價90%)；或 20% of the purchase price (if the valuation of the Existing Property is 80% of the purchase price or above, but less than 90% of the purchase price) ; or 樓價的30%(如現有物業的估算價值為樓價90%或以上)， 30% of the purchase price (if the valuation of the Existing Property is 90% of the purchase price or above), <p>惟貸款金額不可超過現有物業的按揭貸款餘額。 provided that the loan amount shall not exceed the balance of the mortgage loan of the Existing Property.</p>

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

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

- (IV) 該物業只可供買方自住。

The Property shall be self-occupied by the Purchaser only.

- (V) 買方須提供指定財務機構所需文件，包括但不限於在指定財務機構要求下提供信貸報告、還款紀錄及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查。買方及其擔保人(如有)必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。

The Purchaser is required to provide necessary documents upon request from the designated financing company, including without limitation, credit report, repayment record and/or banking record. The designated financing company will conduct credit check on the Purchaser and his/her guarantor (if any). The Purchaser and his/her guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

- (VI) 買方須提供足夠文件證明其還款能力(包括每月供款及到期還款)。

The Purchaser is required to provide sufficient documents to prove his/her repayment ability (including monthly instalments and the repayment on maturity).

- (VII) 樓價貸款申請須由指定財務機構獨立審批。

The Payment Financing shall be approved by the designated financing company independently.

- (VIII) 樓價貸款必須一次過全部提取，並只可用於繳付樓價餘額及(如適用)償還現有物業的按揭貸款。如樓價貸款不足以償清現有物業的按揭貸款，現有物業的業主須自行安排資金以償清現有物業的按揭貸款。

The Payment Financing shall be fully drawn in one lump sum and shall only be applied for payment of the balance of purchase price and (if applicable) repayment of the mortgage loan of the Existing Property. If the mortgage loan of the Existing Property cannot be fully repaid by the Payment Financing, the registered owner of the Existing Property shall arrange his/her own funds to fully repay the mortgage loan of the Existing Property.

- (IX) 樓價貸款的年期最長為 3 年。

The maximum tenor of the Payment Financing shall be 3 years.

- (X) 利率為 2.38% p.a.。最終利率以指定財務機構審批結果而定。

Interest rate shall be 2.38% p.a.. The final interest rate will be subject to approval by the designated financing company.

- (XI) 買方須以以下方式償還樓價貸款：

The Purchaser shall repay the Payment Financing in the following manner:

- (a) 每月供款相當於樓價 0.5%，先用於支付利息，餘款用於償還樓價貸款的貸款 A 部份；及
monthly instalment amount equivalent to 0.5% of the purchase price shall be paid for interest firstly, and the balance shall be applied for repayment of the Tranche A of the Payment Financing; and

- (b) 於到期日，全數償還樓價貸款餘款及利息。
fully repay the balance of the Payment Financing and interest on the maturity date.

- (XII) 買方可向指定財務機構申請附錄 2(d) 所述的延續貸款，於樓價貸款到期日用以償還樓價貸款的貸款 A 部份。延續貸款的最高金額為：

The Purchaser may apply to the designated financing company for the Extended Loan as set out in Annex 2(d) for repayment of the Tranche A of the Payment Financing upon the maturity date of the Payment Financing. The maximum amount of the Extended Loan shall be:

於申請樓價貸款時，現有物業的按揭情況：	延續貸款的最高金額 The maximum amount of the Extended Loan
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The mortgage status of the Existing Property at the time of application for the Payment Financing:	
沒有任何按揭 does not have any mortgage	樓價貸款的到期日須償還的樓價貸款的貸款A部份的餘款減去樓價的10%。 the balance of the Tranche A of the Payment Financing repayable on maturity date of the Payment Financing less 10% of the purchase price.
有銀行按揭 mortgaged to a bank	樓價貸款的到期日須償還的樓價貸款的貸款A部份的餘款。 the balance of the Tranche A of the Payment Financing repayable on maturity date of the Payment Financing.

指定財務機構會因應買方及其擔保人(如有)的信貸評估結果，對貸款金額作出調整。詳情請參閱附錄2(d)。

The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her guarantor (if any). Please see Annex 2(d) for details.

- (XIII) 所有樓價貸款的法律文件須由賣方代表律師準備，並於賣方代表律師的辦事處簽署。買方無須支付任何申請貸款的手續費或法律費用(惟買方須自行支付為證明其現有物業良好業權之補契費用(如有))。如買方就樓價貸款另行自聘律師作為其代表律師，買方須負責其代表律師有關費用及代墊付費用。如現有物業有按揭，買方須自行聘請律師辦理解除按揭手續並支付相關律師費用及代墊付費用。

All legal documents of the Payment Financing shall be prepared by the Vendor's solicitors and signed at the office of the Vendor's solicitors. The Purchaser will not be charged any handling fee or legal fee for processing the loan application (except that the expenses for obtaining any missing title deeds (if any) in order to prove good title of the Existing Property shall be borne by the Purchaser). If the Purchaser shall instruct his/her own solicitors to act for him/her for the Payment Financing, the Purchaser shall bear his/her own solicitors' relevant costs and disbursements. If the Existing Property is mortgaged, the Purchaser shall instruct his/her own solicitors to handle the release of the mortgage and bear his/her own solicitors' relevant costs and disbursements.

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

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

- (XV) 買方敬請向指定財務機構查詢有關貸款用途及詳情。貸款批出與否及其條款，指定財務機構有最終決定權。不論貸款獲批與否，買方仍須按正式合約完成住宅物業的交易及繳付住宅物業的樓價全數。

The Purchaser is advised to enquire with the designated financing company about the purpose and details of the loan. The approval or disapproval of the loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the loan is granted or not, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement.

- (XVI) 此貸款受其他條款及細則約束。

This loan is subject to other terms and conditions.

- (XVII) 賣方無給予或視之為已給予任何就樓價貸款之批核的陳述或保證。

No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the Payment Financing.

附錄 5(d) 延續貸款
Annex 5(d) Extended Loan

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

- (I) 買方必須於有關貸款(指附錄 2(c)所述之 Regency 120s)的到期日前最少 60 日以書面方式向指定財務機構申請延續貸款 (『延續貸款』)。指定財務機構將不會處理逾期貸款申請。
 The Purchaser shall make a written application to the designated financing company for the Extended Loan (“Extended Loan”) not less than 60 days before the maturity date of the relevant loan (refer to Regency 120s as set out in Annex 2(c)). Late loan applications will not be processed by the designated financing company.
- (II) 延續貸款的最高金額請參閱附錄 2(c)。
 The maximum amount of the Extended Loan shall be as mentioned in Annex 2(c).
- (III) 延續貸款必須以有關貸款申請時所要求的第一法定按揭作為抵押。
 The Extended Loan shall be secured by the first legal mortgage(s) as per the requirement at the time of application for the relevant loan.
- (IV) 該住宅物業只可供買方自住。
 The Property shall only be self-occupied by the Purchaser.
- (V) 買方及其擔保人(如有)須提供足夠文件證明其還款能力, 包括但不限於在指定財務機構要求下提供信貸報告、最近 2 年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估。買方及其擔保人(如有)必須提供指定財務機構所要求的資料及文件, 否則貸款申請將不會獲處理。
 The Purchaser and his/her guarantor (if any) shall provide sufficient documents to prove his/her repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Notes of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her guarantor (if any). The Purchaser and his/her guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.
- (VI) 延續貸款申請須由指定財務機構獨立審批。
 The Extended Loan shall be approved by the designated financing company independently.
- (VII) 延續貸款必須一次過全部提取, 並只可用於償還有關貸款餘款。
 The Extended Loan shall be fully drawn in one lump sum and shall only be applied for repayment of the balance of the relevant loan.
- (VIII) 延續貸款年期最長為 20 年。
 The maximum tenor of the Extended Loan shall be 20 years.
- (IX) 利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率加 1% p.a., 利率浮動。最終利率以指定財務機構審批結果而定。
 Interest rate shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
- (X) 買方須以按月分期償還延續貸款。
 The Purchaser shall repay the Extended Loan by monthly instalments.
- (XI) 所有延續貸款的法律文件須由賣方代表律師辦理, 並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師, 在此情況下, 買方亦須負責其代表律師有關延續貸款的律師費用及代墊付費用。
 All legal documents of the Extended Loan shall be handled by the Vendor’s solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her own solicitors to act for him/her, and in such event, the Purchaser shall also bear his/her own solicitors’ costs and disbursements relating to the Extended Loan.

- (XII) 買方須就申請延續貸款支付港幣\$5,000不可退還的申請手續費。

The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Extended Loan.

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

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

- (XIV) 買方敬請向指定財務機構查詢有關延續貸款用途及詳情。延續貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。

The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Extended Loan. The approval, disapproval or the approved loan amount of the Extended Loan and the terms thereof are subject to the final decision of the designated financing company.

- (XV) 延續貸款受其他條款及細則約束。

The Extended Loan is subject to other terms and conditions.

- (XVI) 賣方無給予或視之為已給予任何就延續貸款之安排及批核的陳述或保證。

No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the Extended Loan.

Regency Bay Development (御海灣發展項目)

Phase 1 (第 1 期)

孖士打律師行

香港中環遮打道十號
太子大廈十八字樓
(港鐵中環站 K 出口)

電話: 28432211 傳真: 28459121

MAYER BROWN

18th Floor, Prince's Building,
10 Chater Road, Central, Hong Kong.
(MTR Central Station Exit K)

Tel: 28432211 Fax: 28459121

Please make the necessary appointment and call at **MAYER BROWN of 18th Floor, Prince's Building, No. 10 Chater Road, Central, Hong Kong** to sign the formal Agreement for Sale and Purchase during office hours **as soon as possible after the signing** of the Preliminary Agreement for Sale and Purchase.

請於簽署臨時買賣合約後盡早(敬請預約)駕臨 **香港中環遮打道 10 號太子大廈 18 樓「孖士打律師行」** 簽署正式買賣合約。

Please read carefully the "No Money Laundering" leaflet issued by the Law Society of Hong Kong, which is available at the Sales Office or can be downloaded from the website : http://www.hklawsoc.org.hk/pub_e/aml/images/Leaflet_Eng.jpg and bring the following to the office of MAYER BROWN when signing the formal Agreement for Sale and Purchase:-

務請首先詳閱香港律師公會所發出有關「嚴禁清洗黑錢」之單張，該單張由售樓處派發或可在互聯網下載：
http://www.hklawsoc.org.hk/pub_e/aml/images/Leaflet_Chi.jpg，並於預約時間內攜帶以下文件駕臨孖士打律師行及親自簽署正式買賣合約:-

1. The original Preliminary Agreement for Sale and Purchase
正本臨時買賣合約
2. Hong Kong Identity Card(s) OR other identification document (if applicable) and **Original Address Proof** (e.g. utility bill or bank statement within the last 3 months) of the Purchaser(s)
買家香港身份證或其他身份證明文件(如適用)及**住址證明正本**(例如最近三個月之水電費單或銀行月結單)
3. **CASHIER ORDER(S)** in favour of "MAYER BROWN" for part payment of purchase price (if applicable).
銀行本票抬頭請寫「孖士打律師行」，以支付部份樓價(如適用)
4. Cheque in favour of "MAYER BROWN" for payment of Agreement plan fee, miscellaneous charges (details see table below) and advance payment (see "Note" below)
支票抬頭請寫「孖士打律師行」，以支付有關正式買賣合約圖則費、雜項收費(詳情請參閱收費表)及預繳之費用(請參閱備忘錄)
5. **CASHIER ORDER** in favour of "MAYER BROWN" for payment of stamp duty payable under the formal Agreement for Sale and Purchase
銀行本票抬頭請寫「孖士打律師行」，以支付有關正式買賣合約的印花稅

If the Purchaser is a limited company, please bring the following documents upon signing of the formal Agreement for Sale and Purchase:

如買家為有限公司，簽署正式買賣合約時，請同時攜帶以下文件：

- | | |
|---|--|
| a. Memorandum and Articles of Association
公司組織及章程 | d. Latest Business Registration Certificate (certified copy)
最近期之商業登記證 (核證副本) |
| b. Certificate of Incorporation (certified copy)
公司註冊證書 (核證副本) | e. Board Minutes for the purchase of the premises
購買有關單位之公司董事會議記錄 |
| c. Latest register of directors and annual return (certified copy)
(Form NNC1/NAR1/ND2A/ND2B)
最近期之董事名冊及公司周年申報表 (核證副本)
(表格 NNC1/NAR1/ND2A/ND2B) | f. Company Chop
公司簽署印章 (膠印) |

Important Notice 重要的提醒

Further Deposit / Part Payment of Purchase Price and Balance of Purchase Price shall be paid by CASHIER ORDER drawn in favour of “MAYER BROWN”

加付訂金或繳付部份樓價及樓價餘款須以銀行本票支付，抬頭請寫「孖士打律師行」

If payments are made by direct cash deposit or by a third party, then further due diligence may have to be carried out by us on the source of funds as well as on the third party and this might delay the transaction.

如果直接以現金存款方式付款或由第三者付款，我們或須要對資金來源和第三者作進一步盡職調查，就此可能引致交易延誤。

TABLE OF CHARGES (for reference only) - subject to final confirmation and adjustment
收費表 (只供參考之用須作最後確認及調整)

Type of Documents 文件種類		(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項收費
I.	Formal Agreement for Sale and Purchase 正式買賣合約 <u>Note 1</u> <u>Upon signing of the formal Agreement for Sale and Purchase, the Purchaser shall pay the ad valorem stamp duty and buyer's stamp duty (if applicable) by way of cashier order made payable to “Mayer Brown”</u> <u>備註 1</u> <u>買方必須在簽署正式買賣合約時用銀行本票支付從價印花稅及買家印花稅(如適用)，本票抬頭請寫「孖士打律師行」</u>	[see Note (a)] [見備忘錄(a)]	1. Land search fees and miscellaneous charges: \$500.00 田土廳查冊費及其他雜費: \$500.00 2. Cost on account: \$3,000.00 預付律師費: \$3,000.00 [See Note (a)(ii)見備忘錄(a)(ii)] 3. #Registration fee: \$210.00 #登記費: \$210.00 4. Part of certified copy charges of title deeds: \$1,000.00 <u>部份</u> 業權契據核證副本費用: \$1,000.00 5. Company search fees (applicable to Corporate Purchaser only): \$400.00 公司查冊費(只適用於公司買家): \$400.00 6. Plan fee for Agreement (subject to the final confirmation by the architect) see Table 1 買賣合約圖則費(以則師最後收費為準)(見附表 1) 7. Stamp Duty and Buyer's Stamp Duty (please see Note on Stamp Duty) 印花稅及買家印花稅(請參閱印花稅須知) 8. Statutory Declaration to Stamp Office (if necessary): \$600.00 each 擬備印花稅署之法定聲明(如需要): 每份\$600.00
II.	(a) First Equitable Mortgage (including First Legal Mortgage to be signed on completion) and/or First Legal Mortgage 第一樓花按揭契(包括入伙時所簽的第一正式按揭契)及/或第一正式按揭契 Loan Amount: 貸款額 (i) not exceeding \$5,000,000.00 不超過\$5,000,000.00 (ii) between \$5,000,001.00 and \$7,500,000.00 \$5,000,001.00 至\$7,500,000.00 之間 (iii) between \$7,500,001.00 and \$10,000,000.00 \$7,500,001.00 至\$10,000,000.00 之間 (iv) over \$10,000,000.00 超過\$10,000,000.00	[see Note (b) & (c)] [見備忘錄 (b)及(c)] \$5,000.00 \$7,000.00 \$8,500.00 0.1% of Loan Amount	1. Land search fees and miscellaneous charges: \$500.00* 田土廳查冊費及其他雜費: \$500.00* 2. #Registration fee: \$450.00* #登記費: \$450.00* 3. #Filing fee at Companies Registry (applicable to Corporate Purchaser only): \$340.00* #公司註冊處按揭存檔費(只適用於公司買家): \$340.00* 4. #Bankruptcy/winding up search fees: \$98.00 (each)* #個人破產/公司清盤查冊費: \$98.00 (每人/每間公司)* 5. Company search fees (applicable to Corporate Purchaser only): \$400.00* 公司查冊費(只適用於公司買家): \$400.00*

	<p>(b) Second Equitable Mortgage (including Second Legal Mortgage to be signed on completion) and/or Second Legal Mortgage 第二樓花按揭契(包括入伙時所簽的第二正式按揭契)及/或第二正式按揭契</p>	<p>[see Note (b) & (c)] [見備忘錄(b)及(c)]</p> <p>\$6,000.00</p>	<ol style="list-style-type: none"> 1. Land search fees and miscellaneous charges: \$500.00* 田土廳查冊費及其他雜費: \$500.00* 2. #Registration fee: \$450.00* #登記費: \$450.00* 3. #Adjudication fee for Second Equitable Mortgage/Second Legal Mortgage: \$50.00* 第二樓花按揭契及/或第二正式按揭契印花稅裁定費: \$50.00* 4. #Filing fee at Companies Registry (applicable to Corporate Purchaser only): \$340.00* #公司註冊處按揭存檔費(只適用於公司買家): \$340.00*
	<p>(c) If both of the First Equitable Mortgage and Second Equitable Mortgage (including both the First Legal Mortgage and Second Legal Mortgage to be signed on completion) shall be handled by Mayer Brown 如第一樓花按揭契及第二樓花按揭契(包括入伙時所簽的第一正式按揭契及第二正式按揭契)均由孖士打律師行辦理</p> <p>First Equitable Mortgage Loan Amount: 第一樓花按揭貸款額</p> <p>(i) not exceeding \$5,000,000.00 不超過\$5,000,000.00</p> <p>(ii) between \$5,000,001.00 and \$7,500,000.00 \$5,000,001.00 至\$7,500,000.00 之間</p> <p>(iii) between \$7,500,001.00 and \$10,000,000.00 \$7,500,001.00 至\$10,000,000.00 之間</p> <p>(iv) over \$10,000,000.00 超過\$10,000,000.00</p>	<p>[see Note (b) & (c)] [見備忘錄(b)及(c)]</p> <p>\$9,000.00</p> <p>\$11,000.00</p> <p>\$12,500.00</p> <p>0.1% of Loan Amount + \$4,000.00</p>	
III.	<p>Assignment 轉讓契</p>	<p>[see Note (a)] [見備忘錄(a)]</p>	<ol style="list-style-type: none"> 1. Land search fees and miscellaneous charges: \$500.00 田土廳查冊費及其他雜費: \$500.00 2. #Registration fee: \$450.00 #登記費: \$450.00 3. Plan fee for Assignment (subject to the final confirmation by the architect) see Table 1 轉讓契圖則費(以則師最後收費為準)(見附表 1) 4. Certified copies charges for remaining title deeds and documents: to be advised before completion 剩餘業權契據核證副本: 入伙時通知 5. Costs for preparing Certified copy of Deed of Mutual Covenant with plans: to be advised before completion 大廈公契核證副本費連圖: 入伙時通知 6. Stamp Duty: \$100.00 印花稅: \$100.00 7. Levy payable to Property Management Services Authority: \$350.00 向物業管理業監管局繳付的徵款: \$350.00 8. Company search fees (applicable to Corporate Purchaser only): \$400.00 公司查冊費(只適用於公司買家): \$400.00 9. Board Resolution (applicable to Corporate Purchaser only): \$500.00 公司會議記錄(只適用於有限公司買家): \$500.00

IV.	For Regency 120s Regency120s	see Note (d)] [見備忘錄(d)]	
	First Equitable Mortgage (including First Legal Mortgage to be signed on completion) and/or First Legal Mortgage of Regency Bay Property and First Legal Mortgage of Existing Property (as defined in the relevant Price List of Regency Bay) 物業的第一樓花按揭契(包括入伙時所簽的第一正式按揭契)及第一正式按揭契為「現有物業」的第一正式按揭契(以有關價單中定義為「現有物業」的第一正式按揭契)		
	Discharge/release of the mortgage of the Existing Property 解除現有物業的按揭	\$ 2,500.00	1. Land search fees and miscellaneous charges: \$500.00* 田土廳查冊費及其他雜費: \$500.00* 2. #Registration fee: \$450.00* #登記費: \$450.00*

* The above fees and disbursements will be paid upon execution of Equitable Mortgage/Legal Mortgage and /or upon execution of 2nd Equitable Mortgage/2nd Legal Mortgage (if applicable) respectively.

* 以上所有費用及代墊付費用於簽署樓花按揭/現樓按揭時及/或簽署第二樓花按揭/第二現樓按揭時各要支付一次。

The above registration fee, filing fee and adjudication fee will be subject to the final confirmation by the Government.

上述的登記費、公司註冊存檔費及印花稅裁定費以政府最後收費為準。

Note 備忘錄:

(a) (i) Joint Legal Representation 買賣雙方共同委託律師

If the Purchaser is the 1st purchaser of his unit from the Developer and the Purchaser also instructs the Developer's solicitors to act for him in the purchase, all legal costs (but exclusive of miscellaneous charges specified in column (B) of the Table of Charges) of and incidental to the preparation and completion of the formal Agreement for Sale and Purchase and the Assignment to be borne by the Purchaser will be waived.

如買方為直接由發展商購買有關單位之首名買家及買方同時委託發展商律師作為其購買該單位的代表律師，則買方原先須支付有關擬備及完成正式買賣合約及轉讓契之所有法律費用(但不包括收費表 B 項所列之雜項收費)將獲豁免。

(ii) Change of Legal Representation 買方中途轉換律師

If the Purchaser shall instruct his own Solicitors in completing the Assignment and/or Equitable Mortgage/Legal Mortgage after signing of the formal Agreement for Sale and Purchase, the Purchaser shall forthwith pay the Developer's Solicitors the sum of HK\$3,000.00 being the costs of preparing the formal Agreement for Sale and Purchase (the cost on account of HK\$3,000.00 paid by the Purchaser on signing of the formal Agreement for Sale and Purchase will be applied towards this payment).

若買方在簽署正式買賣合約後，另行聘請自己的代表律師完成轉讓契及/或樓花按揭契/按揭契，則買方須立即向發展商代表律師支付港幣\$3,000，作為發展商律師擬備正式買賣合約的律師費(買方在簽署正式買賣合約時所預付的港幣\$3,000 律師費將可用於抵扣此款項)。

(iii) Separate Legal Representation 買賣兩方分開委託律師

If the Purchaser elects separate representation, the Purchaser shall bear his/its own legal costs as well as all fees and disbursements.

如買方聘用自己選擇的律師，買方須承擔買方自己之法律費用及一切代墊付費用。

(b) If it is necessary to act for potentially undue influenced party and prepare Acknowledgement of advice, additional charges for giving advice and preparing Acknowledgement of advice is HK\$1,500.00 for each set. The cost does not include the preparation of Guarantee.

若須代表可能受不正當影響的一方及擬備確認書，則另加提供法律意見及擬備確認書費用每套港幣 1,500.00 元。費用不包括擬備擔保書。

(c) In fact, Mayer Brown will act for the mortgagee including bank (but not the Purchaser, the borrower or the guarantor) in the Equitable Mortgage/Legal Mortgage and the Guarantee.

事實上，孖士打律師行將會代表包括銀行之按揭承按人(而並不代表買方，借款人或擔保人)處理樓花按揭契/按揭契及擔保書。

(d) According to the relevant price list of the Phase issued by the Vendor, the Purchaser will not be charged any handling fee or legal fee for processing the loan application (except that the expenses for obtaining any missing title deeds (if any) in order to prove good title of the existing property shall be borne by the Purchaser). If the existing property is mortgaged, the Purchaser can elect to instruct his/her own solicitors to handle the discharge/release of the mortgage and bear his/her own solicitors' relevant costs and disbursements.

根據賣方發出的期數的有關價單，買方無須支付任何申請貸款的手續費或法律費用(惟買方須自行承擔為證明其現有物業良好業權之補契費用(如有))。如現有物業有按揭，買方可以自行聘請律師辦理解除按揭手續並支付相關律師費及代墊付費用。

Other Charges (If applicable)

其他費用(若適用)

- | | |
|---|--|
| 1. (a) Guarantee for 1 st Equitable Mortgage and/or 2 nd Equitable Mortgage/1 st Mortgage and/or 2 nd Mortgage
第一樓花按揭及/或第二樓花按揭擔保書/第一按揭及/或第二按揭擔保書 | \$2,500.00 each
每份 \$2,500.00 |
| (b) Fees for advising potentially undue influenced party and preparing Acknowledgement of advice
向可能受不正當影響的一方提供法律意見及擬備確認書費用 | \$1,500.00 each set
每套 \$1,500.00 |
| 2. (Applicable to Corporate Purchaser) Particulars of Charge for filing at the Companies Registry and Board Resolution
公司買家另需付(a)按揭詳情(公司註冊處存檔用) (b) 會議記錄 | \$2,500.00 for each Company
每間公司每套\$2,500.00 |
| 3. Supplemental Agreement
補充合約 | \$2,800.00 each
(exclusive of disbursements)
每份 \$2,800.00
(不包括代墊付費用) |
| 4. Power of Attorney
授權書 | \$3,000.00 each
(exclusive of disbursements)
每份 \$3,000.00
(不包括代墊付費用) |
| 5. For foreign corporate purchasers :
(a) fees for obtaining foreign lawyers' opinion
(b) obtaining up-to-date confirmation or opinion | \$6,500.00
\$1,500.00 |
| (Remarks: Legal fees, charges and out-of-pocket expenses payable to foreign lawyers are <u>NOT</u> included)
(適用於海外公司買家)另加安排海外律師法律意見之費用
(註：海外律師費及須支付海外律師之支出費用等並不包括在內) | |
| 6. Mortgage costs as quoted above are applicable only for preparation of one single simple security deed for financing the purchase. Preparation of any additional security documents (including Rental Assignment, Share Mortgage/Share Charge, Subordination Agreement, Assignment of Loan, Loan Agreement, etc.) will be charged on time costs basis. Quotation of costs will be supplied upon request.
上述有關按揭之律師費用只適用於擬備一份以物業為抵押之簡單按揭文件。若需擬備其他抵押文件(包括租金轉讓文件 / 股票按揭/押記 / 從屬協議 / 貸款轉讓文件及貸款協議書等)，收費將會按所需時間計算。有關費用之報價可應要求另外提供。 | |

Stamp Duty (印花稅)

Special Stamp Duty (額外印花稅)

Pursuant to the Stamp Duty (Amendment) Ordinance 2014 gazetted on 28 February 2014, the Government has adjusted the duty rates and extended the coverage period in respect of the Special Stamp Duty ("SSD"). SSD shall be charged on transactions in residential properties of resale if the properties are acquired on or after 27 October 2012 and resold within 36 months after acquisition.

根據於 2014 年 2 月 28 日刊憲的《2014 年印花稅(修訂)條例》，政府已修訂印花稅條例，調整「額外印花稅」的稅率及延長有關的物業持有期。如住宅物業是於 2012 年 10 月 27 日或以後購入，並在購入後 36 個月內轉售，在轉售該住宅物業交易中，將收取額外之印花稅「額外印花稅」。

Buyer's Stamp Duty (買家印花稅)

Pursuant to the Stamp Duty (Amendment) Ordinance 2014 gazetted on 28 February 2014, the Government has introduced the Buyer's Stamp Duty ("BSD") which is chargeable at 15% for all residential properties acquired on or after 27 October 2012 acquired by any person or company (regardless of where it is incorporated), except a Hong Kong Permanent Resident.

根據於 2014 年 2 月 28 日刊憲的《2014 年印花稅(修訂)條例》，政府已引入「買家印花稅」。香港永久性居民以外的任何人士或公司(不論在何地註冊)於 2012 年 10 月 27 日或以後購入住宅物業，均須繳交 15% 的「買家印花稅」。

Calculation of Buyer's Stamp Duty **買家印花稅計算方法如下**

15% of the consideration
樓價的 15%

Ad valorem stamp duty (從價印花稅)

Pursuant to the Stamp Duty (Amendment) (No.2) Ordinance 2014 gazetted on 25 July 2014, the Government has further amended the Stamp Duty Ordinance to the effect that any agreement for sale for the acquisition of any residential property or non-residential property executed on or after 23 February 2013, either by an individual or a company, will be subject to higher rates (i.e. Scale 1) of ad valorem stamp duty (“AVD”) unless specifically exempted or excepted therein (e.g. Hong Kong Permanent Resident purchaser who does not own any residential property in Hong Kong), and that the charging of AVD on non-residential property transactions shall be advanced from the conveyance on sale to the agreement for sale.

根據於 2014 年 7 月 25 日刊憲的《2014 年印花稅(修訂)(第 2 號)條例》，政府已進一步修訂印花稅條例。任何以個人或公司名義在 2013 年 2 月 23 日或以後就購買住宅物業或非住宅物業所簽立的買賣協議，除非修訂條例有特別豁免(例如買家是香港永久性居民而且在香港沒有擁有任何其他住宅物業)，均須按較高稅率(即第 1 標準)徵收「從價印花稅」，並且推前向非住宅物業交易徵收「從價印花稅」，由向售賣轉易契徵收改為向買賣協議徵收。

Pursuant to the Stamp Duty (Amendment) Ordinance 2018 gazetted on 19 January 2018, any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to the new AVD rate (calculated at Part 1 of Scale 1, i.e. a flat rate at 15% of the consideration or value of the residential property, whichever is the higher).

根據於 2018 年 1 月 19 日刊憲的《2018 年印花稅(修訂)條例》，任何在 2016 年 11 月 5 日或以後簽立以買賣或轉讓住宅物業的文書，除獲豁免或另有規定外，均須按新的「從價印花稅」稅率(按第 1 標準第 1 部計算)繳付「從價印花稅」，稅率劃一為物業的售價或價值(以較高者為準)的 15%。

According to the Stamp Duty (Amendment) (No. 2) Ordinance 2018, unless specifically exempted or otherwise provided in the law, acquisition of more than one residential property under a single instrument executed on or after 12 April 2017 will be subject to the Flat Rate AVD, even if the purchaser is a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition.

根據 2018 年印花稅(修訂)(第 2 號)條例，除獲特定豁免或另有法律規定外，於 2017 年 4 月 12 日或之後簽立以買賣或轉讓住宅物業的文書，即使買方是代表自己行事，且在香港沒有擁有任何其他住宅物業的香港永久性居民，若以一份文書取得多於一個住宅物業，均須繳納劃一從價印花稅。

Please consult your solicitors regarding details of the payment of SSD, BSD and AVD.

有關支付「額外印花稅」、「賣家印花稅」及「從價印花稅」之詳情，請向閣下律師查詢。

Calculation of Ad Valorem Stamp Duty at lower rates (Scale 2) **從價印花稅按較低稅率(第2標準)計算方法如下**

Consideration 樓價	Ad Valorem Stamp Duty Payable 從價印花稅
(a) Up to \$2,000,000	HK\$100
(b) \$2,000,001 to \$2,351,760	HK\$100 + 10% of the excess over HK\$2,000,000
(c) \$2,351,761 to \$3,000,000	1.5%
(d) \$3,000,001 to \$3,290,320	HK\$45,000 + 10% of the excess over HK\$3,000,000
(e) \$3,290,321 to \$4,000,000	2.25%
(f) \$4,000,001 to \$4,428,570	HK\$90,000 + 10% of the excess over HK\$4,000,000
(g) \$4,428,571 to \$6,000,000	3.00%
(h) \$6,000,001 to \$6,720,000	HK\$180,000 + 10% of the excess over HK\$6,000,000
(i) \$6,720,001 to \$20,000,000	3.75%
(j) \$20,000,001 to \$21,739,120	HK\$750,000 + 10% of the excess over HK\$20,000,000
(k) \$21,739,121 and above	4.25%

Calculation of Ad Valorem Stamp Duty at higher rates (Part 1 of Scale 1) **從價印花稅按較高稅率(第1標準第1部)計算方法如下**

15% of the consideration
樓價的 15%

Table 1 (附表 1) :-

Regency Bay 御海灣
Plan Fees Schedule

Phase	Block Name	Floor	Unit	Agreement Plan	Assignment Plan
Phase 1	Tower 2	3/F, 5/F-12/F, 15/F-23/F & 25/F-27/F	A, B, C, D, E, F, G, H, J, K, L, M	\$500 (each unit for 1 set)	\$1,500 (each unit for 1 set)
		28/F	A, M	\$500 (each unit for 1 set)	\$1,500 (each unit for 1 set)
		28/F & Roof	B, C, D, E, F, G, H, J, K, L	\$1,000 (each unit for 2 sets)	\$3,000 (each unit for 2 sets)

Residential Car Parking Space	\$300 (1 set)	\$1,000 (1 set)
Residential Motor Cycle Parking Space	\$300 (1 set)	\$1,000 (1 set)

Contact Person 聯絡人

You may contact the following staff of our firm during office hour Monday to Friday (9:30 a.m. to 12:00 noon and 2:15 p.m. to 5:00 p.m.) (except Saturdays, Sundays and Public Holidays) for enquiring the questions about signing the formal Agreement for Sale and Purchase.

如有查詢，請於辦公時間內星期一至星期五(上午 9 時 30 分至中午 12 時正及下午 2 時 15 分至 5 時)(星期六，星期日及公眾假期除外)，與下列負責職員聯絡諮詢有關簽署正式買賣合約問題。

Tower 2

Flat/ Floor	A	B	C	D	E	F	G	H	J	K	L	M
Roof		Ms. Chan 陳小姐	Ms. Wong 黃小姐	Ms. Chung 鍾小姐	Ms. Ng 伍小姐		Mr. Chak 翟先生	Ms. Lam 林小姐	Ms. Tsui 徐小姐	Mr. Law 羅先生	Mr. Chan 陳先生	
28	Ms. Wu 胡小姐 ☎ 2843 4491	☎ 2843 4476	☎ 2843 2275	☎ 2843 2299	☎ 2843 2243		☎ 2843 4266	☎ 2843 2270	☎ 2843 4232	☎ 2843 4573	☎ 2843 2490	Ms. Ng 伍小姐 ☎ 2843 4262
27	Mr. Law 羅先生 ☎ 2843 4573	Mr. Law 羅先生 ☎ 2843 4573	Mr. Law 羅先生 ☎ 2843 4573	Mr. Law 羅先生 ☎ 2843 4573	Mr. Law 羅先生 ☎ 2843 4573	Mr. Law 羅先生 ☎ 2843 4573	Ms. Wong 黃小姐 ☎ 2843 2275	Ms. Wong 黃小姐 ☎ 2843 2275	Ms. Wong 黃小姐 ☎ 2843 2275	Ms. Wong 黃小姐 ☎ 2843 2275	Ms. Wong 黃小姐 ☎ 2843 2275	Ms. Wong 黃小姐 ☎ 2843 2275
26	Ms. Tsui 徐小姐 ☎ 2843 4232	Ms. Tsui 徐小姐 ☎ 2843 4232	Ms. Tsui 徐小姐 ☎ 2843 4232	Ms. Tsui 徐小姐 ☎ 2843 4232	Ms. Tsui 徐小姐 ☎ 2843 4232	Ms. Tsui 徐小姐 ☎ 2843 4232	Ms. Ng 伍小姐 ☎ 2843 2243	Ms. Ng 伍小姐 ☎ 2843 2243	Ms. Ng 伍小姐 ☎ 2843 2243	Ms. Ng 伍小姐 ☎ 2843 2243	Ms. Ng 伍小姐 ☎ 2843 2243	Ms. Ng 伍小姐 ☎ 2843 2243
25	Ms. Lam 林小姐 ☎ 2843 2270	Ms. Lam 林小姐 ☎ 2843 2270	Ms. Lam 林小姐 ☎ 2843 2270	Ms. Lam 林小姐 ☎ 2843 2270	Ms. Lam 林小姐 ☎ 2843 2270	Mr. Wong 黃先生 ☎ 2843 2220	Mr. Wong 黃先生 ☎ 2843 2220	Mr. Wong 黃先生 ☎ 2843 2220	Mr. Wong 黃先生 ☎ 2843 2220	Mr. Wong 黃先生 ☎ 2843 2220	Mr. Wong 黃先生 ☎ 2843 2220	Ms. Ng 伍小姐 ☎ 2843 2243
23	Mr. Chan 陳先生 ☎ 2843 2490	Mr. Chan 陳先生 ☎ 2843 2490	Mr. Chan 陳先生 ☎ 2843 2490	Mr. Chan 陳先生 ☎ 2843 2490	Ms. Ng 伍小姐 ☎ 2843 4262	Ms. Ng 伍小姐 ☎ 2843 4262	Ms. Ng 伍小姐 ☎ 2843 4262	Ms. Ng 伍小姐 ☎ 2843 4262	Ms. Ng 伍小姐 ☎ 2843 4262	Ms. Ng 伍小姐 ☎ 2843 4262	Ms. Lam 林小姐 ☎ 2843 2270	Ms. Lam 林小姐 ☎ 2843 2270
22	Ms. Chung 鍾小姐 ☎ 2843 2299	Ms. Chung 鍾小姐 ☎ 2843 2299	Ms. Chung 鍾小姐 ☎ 2843 2299	Ms. Chan 陳小姐 ☎ 2843 4476	Ms. Chan 陳小姐 ☎ 2843 4476	Ms. Chan 陳小姐 ☎ 2843 4476	Ms. Chan 陳小姐 ☎ 2843 4476	Ms. Chan 陳小姐 ☎ 2843 4476	Ms. Chan 陳小姐 ☎ 2843 4476	Mr. Chan 陳先生 ☎ 2843 2490	Mr. Chan 陳先生 ☎ 2843 2490	Mr. Chan 陳先生 ☎ 2843 2490
21	Ms. Chan 陳小姐 ☎ 2843 2585	Ms. Chan 陳小姐 ☎ 2843 2585	Ms. Wu 胡小姐 ☎ 2843 4491	Ms. Wu 胡小姐 ☎ 2843 4491	Ms. Wu 胡小姐 ☎ 2843 4491	Ms. Wu 胡小姐 ☎ 2843 4491	Ms. Wu 胡小姐 ☎ 2843 4491	Ms. Wu 胡小姐 ☎ 2843 4491	Ms. Wu 胡小姐 ☎ 2843 4491	Ms. Chung 鍾小姐 ☎ 2843 2299	Ms. Chung 鍾小姐 ☎ 2843 2299	Ms. Chung 鍾小姐 ☎ 2843 2299
20	Mr. Chak 翟先生 ☎ 2843 4266	Mr. Chak 翟先生 ☎ 2843 4266	Mr. Chak 翟先生 ☎ 2843 4266	Mr. Chak 翟先生 ☎ 2843 4266	Mr. Chak 翟先生 ☎ 2843 4266	Mr. Chak 翟先生 ☎ 2843 4266	Ms. Chan 陳小姐 ☎ 2843 2585	Ms. Chan 陳小姐 ☎ 2843 2585	Ms. Chan 陳小姐 ☎ 2843 2585	Ms. Chan 陳小姐 ☎ 2843 2585	Ms. Chan 陳小姐 ☎ 2843 2585	Ms. Chan 陳小姐 ☎ 2843 2585

“Keep Money Laundering Away from Hong Kong” Leaflet 嚴禁清洗黑錢宣傳單張

律師與市民齊參與 打擊清洗黑錢活動

為配合香港履行打擊清洗黑錢及恐怖分子融資活動的國際責任，律師在接受市民委託辦理任何事務前，會要求他們合作提供以下資料：

個別人士

- 身份證明文件，如身份證、護照、旅遊證件
- 地址證明
- 職業或商業詳細資料

公司

- 法律狀況文件，如公司註冊證書或商業登記證
- 董事或委託人的身份證明文件
- 董事會議議案
- 實益擁有人或控制權結構

此外，律師必須向客戶查詢有關交易的性質、目的、資金來源等資料。如果是較複雜或金額較大的交易，律師可能需要向客戶索取進一步資料。該些新措施現已生效。

要求律師向客戶索取身份證明文件及其他資料代表法律界對支持打擊清洗黑錢及恐怖分子融資活動的一份承擔。香港律師會衷心呼籲市民與律師合作，合力維護香港作為國際金融中心的誠信。

法律界必須得到市民的支持，才能夠做好把關的工作，協助政府打擊清洗黑錢和恐怖分子融資活動。

透過向律師提供所需的資料，公眾人士便能使不法分子更難把清洗黑錢和恐怖組織的融資活動，掩飾為合法業務。新措施對清洗黑錢及恐怖活動分子適用香港法律服務，將發揮阻嚇作用。

向客戶索取身份證明及交易資料新措施，適用於市民委託律師處理的所有事務，包括資產交易和遺產管理，以至訴訟。

律師會依照個人資料(私隱)條例處理客戶提供的資料，確保資料絕對保密。律師只會在發現可疑交易或恐怖分子融資活動時，才按法律規定向執法機構舉報。根據香港法例，若發現任何懷疑與清洗黑錢和恐怖分子融資活動有關的交易而不舉報，均屬違法。

常見問題

香港律師會為何要求律師向客戶索取有關身份證明及核實資料？

索取客戶身份資料的目的，是為了偵查和預防清洗黑錢和恐怖分子融資活動。香港在1991年加入國際打擊清洗黑錢財務行動特別組織，該組織負責制定國際標準及政策，以打擊清洗黑錢和恐怖分子融資活動。香港作為成員之一，有責任履行組織的建議。香港律師會亦為此作出配合。

除身份證明文件外，律師還會進一步索取其他資料嗎？

律師將根據交易性質進行查證工作。例如辦理樓宇買賣時，律師可能提出以下問題：

- 交易目的為何？

- 如購來的物業持有人並非客戶本人，雙方的關係是什麼？
- 資金的來源是什麼？

如果是較複雜或金額不尋常的交易，客戶可能需要提供進一步資料。

何謂「可疑交易」？

律師將根據交易性質、複雜程度和金額等因素作出判斷。舉例說，若下列情況出現，交易便可能有可疑成份：

- 身份不明
- 不尋常的指示
- 不尋常的結算要求

我可否拒絕提供資料？

假如客戶未能提供所需資料，律師可能會拒絕或停止為該客戶服務。

律師將如何處理我所提供的資料？資料會否保密？會否轉交第三者？

律師會依照個人資料(私隱)條例處理客戶提供的資料，確保資料絕對保密。律師只在發現可疑交易時，才會按法律規定向執法機構舉報。

身份不明 ☒

不尋常的指示 ☐

不尋常的結算要求 ☐



你我攜手為香港把關 Gatekeeping for HKSAR

配合香港履行打擊清洗黑錢之國際責任
你的支持不可少
Your Support is Crucial to Hong Kong Fulfilling
International Obligations on Anti-Money Laundering



Keep Money Laundering Away from Hong Kong

Lawyers and Public to Play Key Roles

To support Hong Kong in fulfilling its international obligations to combat money laundering and terrorist financing, lawyers will seek cooperation from the public in providing the following information before conducting transactions:

For Individuals

- Identification documents such as identity cards, passports or travel documents
- Address proof
- Particulars of occupation or business

For Corporations

- Documents of legal status such as Certificates of Incorporation and Business Registration Certificates
- Identification documents of directors or persons giving instructions
- Board resolution
- Details of the beneficial ownership or control structure

Lawyers will also need information on the nature, purpose, and source of funding for the transactions. More detailed information may be required for more complex or larger transactions. The new measures are now effective.

The requirement for lawyers to obtain client identification and gather information represents the

legal community's commitment to supporting the combat against money laundering and terrorist financing – an international obligation of Hong Kong. The Law Society of Hong Kong sincerely hopes that members of the public will cooperate with their lawyers and help maintain Hong Kong's integrity as an international financial centre.

Lawyers serve a key gate-keeping role in detecting and preventing money-laundering and terrorist financing. But lawyers will only be able to play this role effectively with the public's assistance.

By providing lawyers with the required information, members of the public are helping to make it harder for money launderers and terrorists to disguise their activities as legal transactions. The new requirement can deter money launderers and terrorists from abusing Hong Kong's legal services.

The new requirements for client identification and gathering information is not limited to common transactions such as property transactions and the administration of estates, but all business dealings conducted between lawyers and their clients, including litigation.

Client information provided to lawyers will be kept in strict confidence and in compliance with the Personal Data (Privacy) Ordinance. Only if lawyers detect suspicious money laundering or terrorist financing activities will they make a report to the law enforcement authorities as a statutory obligation. Failure to

disclose any transaction suspected to be connected with money laundering or terrorist financing is an offence under Hong Kong laws.

Frequently Asked Questions

Why does the Law Society of Hong Kong require lawyers to request information for identification and verification from their clients?

The purpose of requesting client identification is to detect and prevent money laundering and terrorist financing activities. The Law Society of Hong Kong is playing its part in helping Hong Kong to fulfill its international obligations as a member of the Financial Action Task Force on Money Laundering, an inter-governmental policy-making body that sets international standards and policies against money laundering and terrorist financing. Hong Kong has been a member of the Task Force since 1991 and is obliged to implement the Task Force's recommendations.

Apart from requesting identification information, will my lawyer ask me further questions?

Lawyers may ask further questions depending on the transactions. For instance, if you are buying a real property, they will ask you-

- What is the purpose of the transaction?
- What is your relationship with the intended owner (if you do not intend to be the registered owner)?
- What is the source of funding?

Additional information may be necessary for complex or unusually large transactions.

What is meant by suspicious transaction?

Lawyers will look into the nature, complexity and scale of the transaction when ascertaining whether it is suspicious. Examples of suspicious transactions are those involving-

- A secretive entity
- Unusual instructions
- Unusual settlement requests

What if I do not want to disclose my information?

If lawyers are unable to obtain the required information from their clients, they may refuse or cease to act for them.

What will my lawyer do with my documents? Will my personal documents be kept confidential and not passed to other parties?

Client information will as always be kept in strict confidence and in compliance with the Personal Data (Privacy) Ordinance. However, if lawyers detect suspicious money laundering or terrorist financing activities, they will be required by law to report the same to the law enforcement authorities.

A secretive entity ☒

Unusual instructions ☐

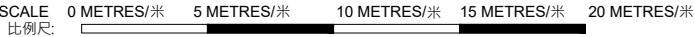
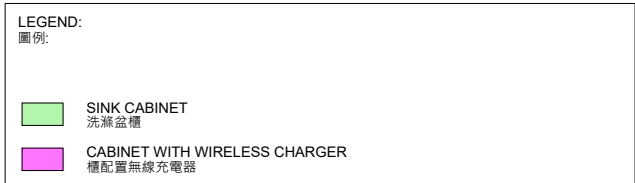
Unusual settlement requests ☐



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Property 本物業	Tower 座數	Flat 單位	Floor 樓層



Tower 2 3/F Floor Plan
第2座 3樓平面圖



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(ii) the plan shows the approximate location of the Furniture only and the Furniture may not be drawn to scale on the plan. The actual location of the Furniture may vary subject to as-built condition;

(iii) the Purchaser shall not make any objection to the design, colour, materials or dimensions of the Furniture; and

(iv) the plan is for reference only and shall not be treated as the floor plan of the Property. For details of the floor plan of the Property, please refer to the sales brochure.

本人/吾等，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

(i) 賣方將於本物業成交時於本物業內提供本物業的以上圖則以顏色顯示的裝飾和傢俱(統稱『該傢俱』)；

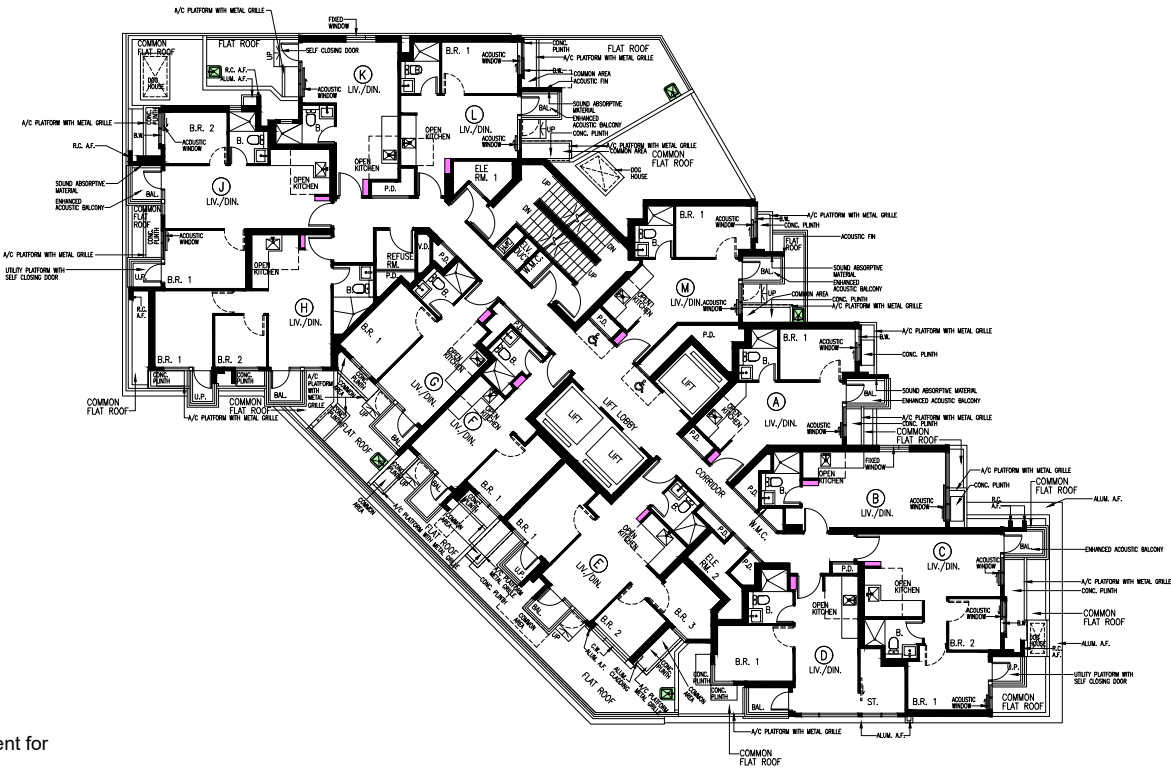
(ii) 圖則只顯示該傢俱的大概位置，該傢俱亦可能不按比例在圖上顯示，傢俱的實際位置以現場收樓為準；

(iii) 買方就該傢俱的設計、顏色、物料或呎吋均不得提出異議；及

(iv) 圖則只供參考，而不應被視為本物業的樓面平面圖。有關本物業的樓面平面圖的詳情，請參考售樓說明書。

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Signed by the Purchaser(s) 買方簽署

DECORATION AND FURNITURE LAYOUT PLAN 裝飾及傢俱布局圖

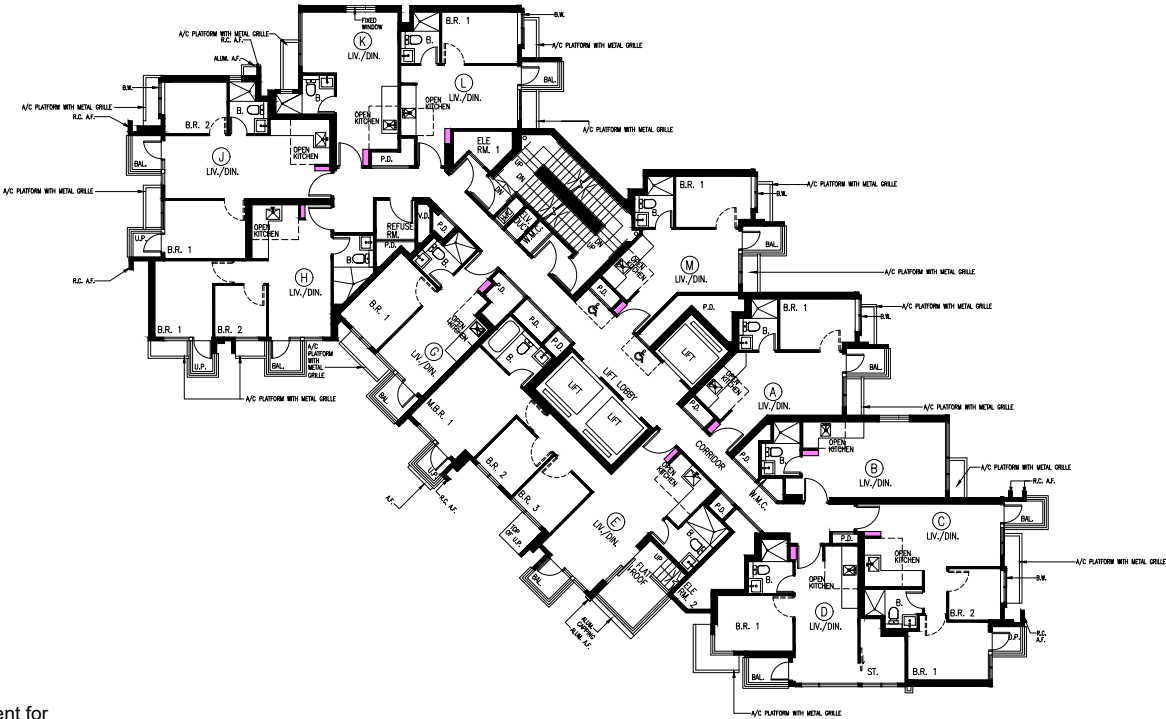
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Property 本物業	Tower 座數	Flat 單位	Floor 樓層



Tower 2 28/F Floor Plan
第2座 28樓平面圖

LEGEND:
圖例:

CABINET WITH WIRELESS CHARGER
櫃配置無線充電器



SCALE 0 METRES/米 5 METRES/米 10 METRES/米 15 METRES/米 20 METRES/米
比例尺:

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,

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DECORATION AND FURNITURE LAYOUT PLAN 裝飾及傢俱布局圖

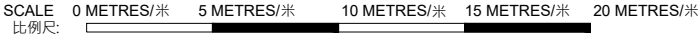
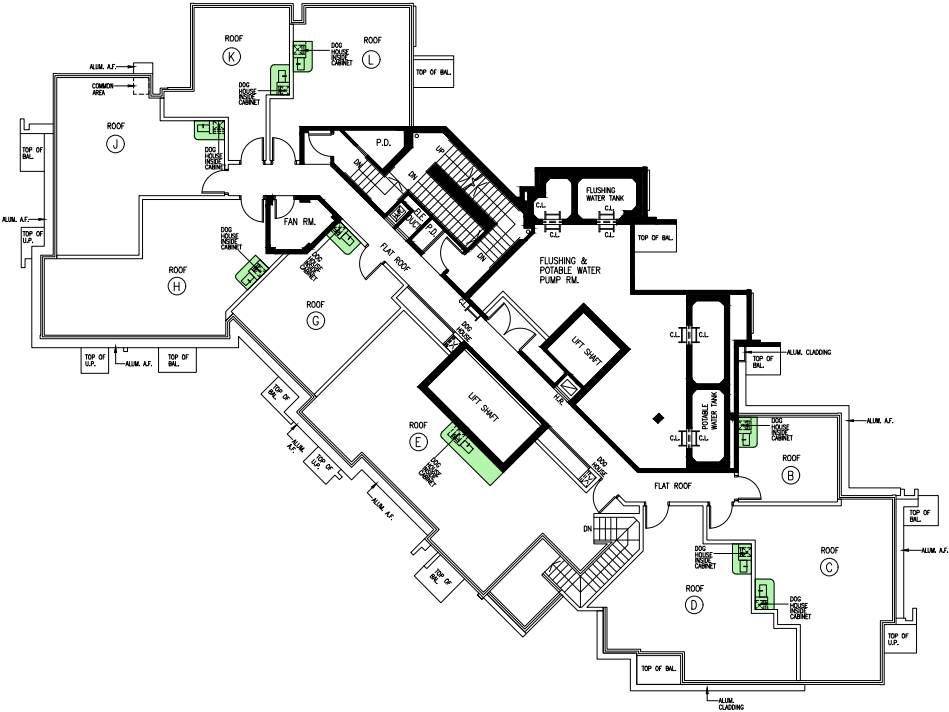
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Property 本物業	Tower 座數	Flat 單位	Floor 樓層



Tower 2 Roof Plan
第2座 天台平面圖

LEGEND:
圖例:

SINK CABINET
洗滌盆櫃



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CEILING HEIGHT AND FIRE SAFETY PROVISIONS PLAN 天花高度及消防安全設施圖

Address 地址	Regency Bay 御海灣 (23 Hoi Wong Road, Tuen Mun) (屯門海皇路23號)		
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Property 本物業	Tower 座數	Flat 單位	Floor 樓層



Tower 2 3/F Floor Plan
第2座 3樓平面圖

LEGEND:
圖例:

CEILING HEIGHT AT 2300 - 2400mm [FROM FLOOR FINISHES LEVEL]. 天花高度為2300-2400毫米 [地台裝修物料水平起計]。

CEILING HEIGHT AT 2200 - 2300mm [FROM FLOOR FINISHES LEVEL]. 天花高度為2200-2300毫米 [地台裝修物料水平起計]。

FIRE RESISTANCE RATING (FRR) WALL 耐火等級牆

SB

SMOKE DETECTOR 煙霧探測器

SPRINKLER HEAD (CONCEAL TYPE) 隱蔽式消防花灑頭

SCALE 0 METRES/米 5 METRES/米 10 METRES/米 15 METRES/米 20 METRES/米
比例尺:

The Purchaser acknowledges and accepts that there will be sprinkler heads and smoke detectors installed under the false ceiling of the Property and FRR wall within the Property (the approximate locations of which are shown on the floor plan above) and as required by the Fire Safety Management Plan applicable to the Development. The sprinkler heads, smoke detectors and FRR wall are fire service installations and shall be maintained by the Purchaser at his/her own costs. (The plan above is for identification only)

買方確認及接受，根據適用於發展項目的消防安全管理計劃的要求，本物業的假天花底將會安裝消防花灑頭及煙霧探測器及本物業內將會有耐火等級牆 (其大概位置如上圖所示)。消防花灑頭、煙霧探測器及耐火等級牆為消防裝置，並須由買家自費保養。(以上圖則僅供識別之用)

The Purchaser agrees and accepts the Ceiling Height of such parts of the Property as shown coloured on the floor plan above and understands that due to the structural and building services design requirement, ceiling height may vary subject to as-built condition.

買方同意並接受本物業在上圖中用顏色顯示之部份的單位天花高度。買方亦明白單位天花高度將會因應結構及大廈設施設計需要而有差異，並以現場狀況為準。

'Ceiling Height' refers to the height between the underside of any architectural bulkhead and/ or false ceiling and/ or concrete structures at the floor of which the Property situates and the top surface of the floor of the Property. (For ceiling height between concrete structures, please refer to the approved structural framing plans.) (The plan above is for identification only)

「單位天花高度」指本物業所處樓層之建築假陣及/或假天花及/或石屎結構底與本物業地台面之高度距離。(有關石屎結構之間的天花高度，請參閱已批准的建築結構圖則。)

(以上圖則僅供識別之用)

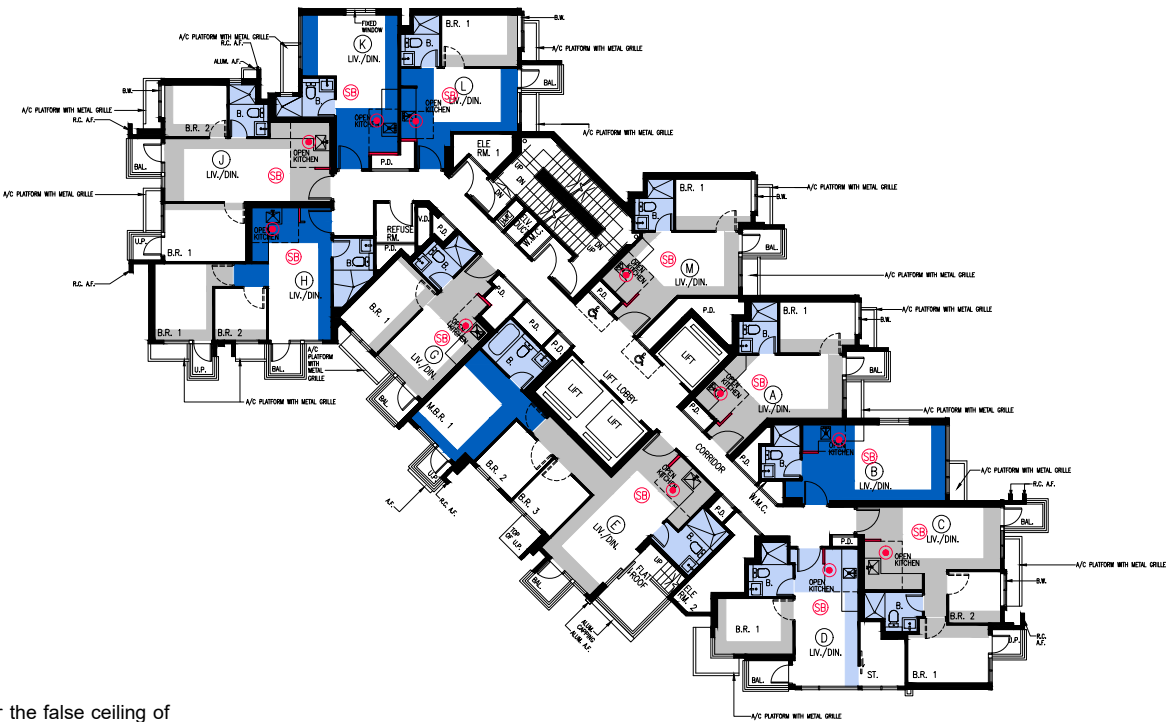
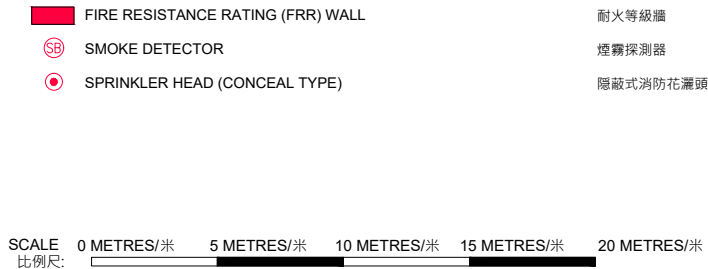
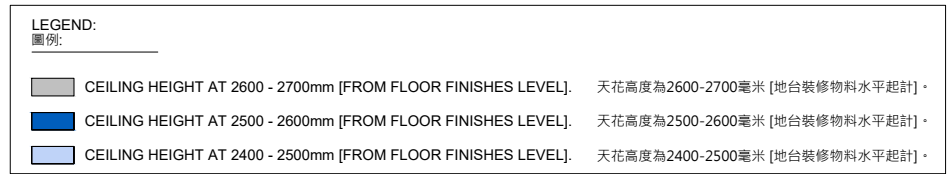
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買方同意並接受本物業在上圖中用顏色顯示之部份的單位天花高度。買方亦明白單位天花高度將會因應結構及大廈設施設計需要而有差異，並以現場狀況為準。

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ACOUSTIC WINDOW LAYOUT PLAN 減音窗布局圖

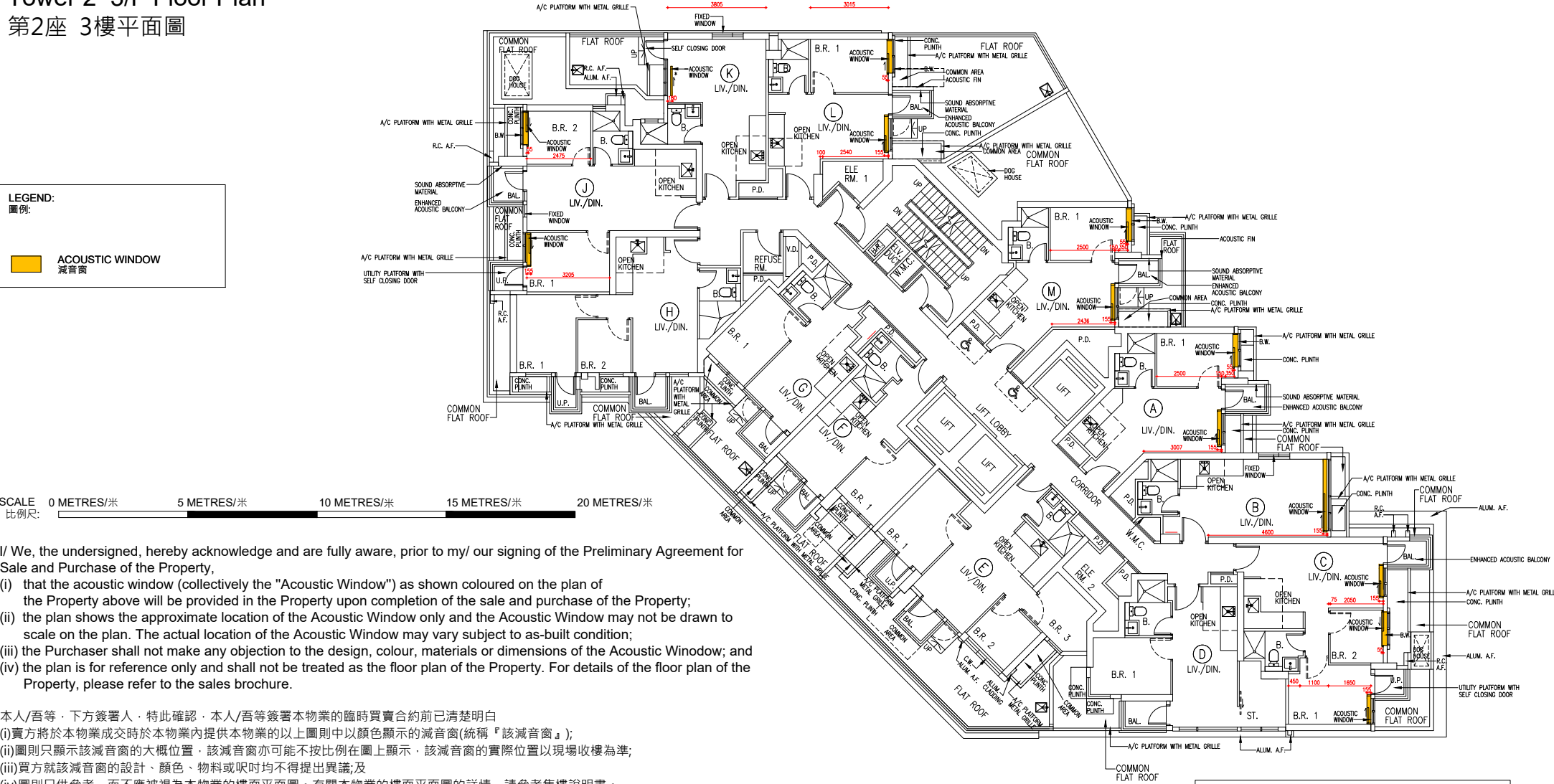
Address 地址	Regency Bay 御海灣 (23 Hoi Wong Road, Tuen Mun) (屯門海皇路23號)		
Phase of Development 發展項目期數	Phase 1 (the "Phase") of Regency Bay Development ("the Development") (Tower 2 of the Phase is called "Regency Bay") 御海灣發展項目(「發展項目」)的第1期(「期數」)(期數中的第2座稱為「御海灣」)		
Property 本物業	Tower 座數	Flat 單位	Floor 樓層



Tower 2 3/F Floor Plan
第2座 3樓平面圖

LEGEND:
圖例:

ACOUSTIC WINDOW
減音窗



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,

(i) that the acoustic window (collectively the "Acoustic Window") as shown coloured on the plan of the Property above will be provided in the Property upon completion of the sale and purchase of the Property;

(ii) the plan shows the approximate location of the Acoustic Window only and the Acoustic Window may not be drawn to scale on the plan. The actual location of the Acoustic Window may vary subject to as-built condition;

(iii) the Purchaser shall not make any objection to the design, colour, materials or dimensions of the Acoustic Window; and

(iv) the plan is for reference only and shall not be treated as the floor plan of the Property. For details of the floor plan of the Property, please refer to the sales brochure.

本人/吾等，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

(i)賣方將於本物業成交時於本物業內提供本物業的以上圖則中以顏色顯示的減音窗(統稱「該減音窗」)；

(ii)圖則只顯示該減音窗的大概位置，該減音窗亦可能不按比例在圖上顯示，該減音窗的實際位置以現場收樓為準；

(iii)買方就該減音窗的設計、顏色、物料或呔吋均不得提出異議；及

(iv)圖則只供參考，而不應被視為本物業的樓面平面圖。有關本物業的樓面平面圖的詳情，請參考售樓說明書。

In the event of any conflict or discrepancy between the Chinese and English version of the text contained herein,the English version shall prevail.
如本布局圖所載的文字之中英文本有任何歧義，一切以英文文本為準。

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

Signed by the Purchaser(s) 買方簽署