

<p>招標文件第 1.1 號 Tender Document No. 1.1</p>
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公開招標承投購買物業

INVITATION FOR PURCHASE OF PROPERTY(IES)
BY WAY OF PUBLIC TENDER

有關

in respect of

囍逸

粉嶺和豐街二十八號的以下單位

The following Flat(s) of Commune Modern,
28 Wo Fung Street, Fanling

Tower 座	Floor 樓	Flat 單位
1	25	B
2	25	B
2	25	D

公開招標承投購買物業

**INVITATION FOR PURCHASE OF PROPERTY(IES)
BY WAY OF PUBLIC TENDER**

招標開始及招標截止日期及時間載於銷售安排資料
(但若在招標截止時限前物業已被撤回除外)

**DATE AND TIME OF TENDER COMMENCES AND CLOSES ARE SET OUT IN THE
INFORMATION ON SALES ARRANGEMENTS
(UNLESS PREVIOUSLY WITHDRAWN)**

投標須採用指定的**投標表格**，放入普通信封內封密，信封面須清楚註明「**囍逸投標書**」，並於載於銷售安排資料之指定日子及時間內，提交至賣方位於香港九龍尖沙咀梳士巴利道尖沙咀中心 12 樓的辦事處。

Tenders must be submitted on the specified **Form of Tender** at the specified date and time as set out in the Information on Sales Arrangements to the Vendor at 12/F, Tsim Sha Tsui Centre, Salisbury Road, Tsim Sha Tsui, Kowloon, Hong Kong in a sealed plain envelope and clearly marked on the outside of the envelope with the words “**Tender for Commune Modern**”.

招標公告
TENDER NOTICE

1. 暉龍發展有限公司(「賣方」)現按照本招標公告、附件 A 的投標表格(以下簡稱「投標表格」)及附件 B 的臨時買賣合約(以下簡稱「臨時合約」)所訂明的條款及條件招標承投購買以下「物業詳情」所述的物業(或一個或多個物業(如適用))(以下簡稱「本物業」)。

Bright Land Development Limited (the “Vendor”) invites tenders for the purchase of the property(ies) (or one or more of the properties, if applicable) described in the **Particulars of the Property(ties)** below (the “Property”) on the terms and conditions contained in this Tender Notice, the Form of Tender (the “Form of Tender”) and the Preliminary Agreement for Sale and Purchase (the “Preliminary Agreement”) annexed hereto as **Appendix A** and **Appendix B** respectively.

物業詳情
PARTICULARS OF THE PROPERTY(IES)

囍逸(「發展項目」)
粉嶺和豐街二十八號的以下單位
The following flat(s) of Commune Modern (the “Development”),
28 Wo Fung Street, Fanling

Tower 座	Floor 樓	Flat 單位
1	25	B
2	25	B
2	25	D

Note: Persons interested in submitting tenders of the specified residential property(ies) are reminded to read the latest register of transactions of the Development so as to ascertain whether a particular specified residential property is still available for tender on a date of sale. Although a specified residential property may be available for tender on a date of sale, it may become unavailable during that date of sale because the Vendor may accept a tender within the acceptance period after the close of that previous tender exercise.

註: 有意遞交指明住宅物業的投標書的人士敬請檢視發展項目的成交紀錄冊, 以知悉某一指明住宅物業在某一出售日期是否仍然可供出售。雖然某一指明住宅物業可能在某一出售日期仍然可供出售, 因賣方可能會在先前的招標程序完結後的承約期間內接納該指明住宅物業的投標書, 該指明住宅物業可能於該出售日期內的期間變為不再可供出售。

2. (a) 賣方不一定接納出價最高的投標書或任何一份投標書, 並保留權利酌情決定接納或拒絕任何投標書。
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.
- (b) 賣方保留權利在接受任何投標書之前的任何時候, 撤回本物業不予出售。
The Vendor reserves the right, at any time before acceptance of a tender, to withdraw the Property from sale.

- (c) 賣方有絕對權利及酌情決定權透過修改有關本物業的銷售安排資料不時更改招標截止日期及/或時間。

The Vendor has the absolute right and discretion to change the tender closing date and/or time of the tender from time to time by amending the Information on Sales Arrangements relating to the Property.

3. 投標者須注意以下事項：

Tenderers should note the following:

- (a) 中標者可委託自己的獨立律師代其就以下事宜行事：(i)在賣方接納其投標書後將會簽訂的正式買賣合約，及(ii)其後的轉讓契；中標者亦可委託賣方律師同時代表賣方及其行事。

The successful tenderer may instruct an independent firm of solicitors of his own choice to act for him in respect of (i) the formal Agreement for Sale and Purchase to be entered into following acceptance of his tender by the Vendor and (ii) the subsequent Assignment of the Property, or he may instruct the Vendor's Solicitors to act for him as well as for the Vendor.

- (b) 賣方律師，即胡關李羅律師行、孖士打律師行，在本投標過程中並不代表任何投標者。

The Vendor's Solicitors, Woo Kwan Lee & Lo, Mayer Brown, do not act for any tenderers in the process of this tender.

4. 投標書必須：

A tender must be:

- (a) 採用未經修改的**投標表格**(按照**附件A**所列的格式)及**臨時合約**(按照**附件B**所列的格式)，由投標者填妥並簽署一式兩份；
made in the **Form of Tender** (in **DUPLICATE**) (in the form annexed hereto as **Appendix A**) and the **Preliminary Agreement** (in **DUPLICATE**) (in the form annexed hereto as **Appendix B**) (all without any amendment) duly completed and signed by the tenderer;

Please do not date the Preliminary Agreement. However, please date the Form of Tender.
請勿於臨時合約填上日期，但請於簽署投標表格時填上簽署日期。

- (b) 放入普通信封內封密，信封面須清楚註明「**囍逸投標書**」；以及
enclosed in a sealed plain envelope clearly marked on the outside of the envelope with the words "**Tender for Commune Modern**"; and

- (c) 於下述招標開始日期及時間起至招標截止日期及時間為止，放入位於香港九龍尖沙咀梳士巴利道尖沙咀中心12樓賣方辦事處擺放的標示為「**投標箱**」的投標箱內：
placed in the Tender Box labelled "**Tender Box**", which is located at the office of the Vendor at 12/F, Tsim Sha Tsui Centre, Salisbury Road, Tsim Sha Tsui, Kowloon, Hong Kong from the commencement date and time of the tender to the closing date and time of the tender set out below:

招標開始日期及時間：

Commencement date and time of the tender:

載於銷售安排資料

As set out in the Information on Sales Arrangements;

招標截止日期及時間：

Closing date and time of the tender:

載於銷售安排資料及/或任何其他由賣方藉其絕對權利及酌情決定權透過修改有關本物業(或任何其中的個別物業，如適用)的銷售安排資料所不時更改的招標截止日期及/或時間；按此，投標者須參閱當其時生效的有關銷售安排資料，以確定本物業(或任何其中的個別物業，如適用)的實際招標截止日期及時間

As set out in the Information on Sales Arrangements and/or time as changed by the Vendor from time to time by amending the Information on Sales Arrangements relating to the Property (or any of the Property(ies), if applicable) at the Vendor's absolute right and discretion; and as such, tenderers should refer to the relevant Information on Sales Arrangements as effective for the time being for confirmation of the actual closing date and time of the tender in respect of the Property (or any of the Property(ies), if applicable).

若黑色暴雨警告信號或八號或以上颱風信號在招標截止日期當天上午10時至下午2時期間發出，截標日期將延至下一個在當天上午10時至下午2時期間沒有發出黑色暴雨警告信號或八號或以上颱風信號的日子，截標時間為當天的下午2時。

In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced between 10:00 a.m. and 2:00 p.m. on the tender closing date, the tender closing date and time will be extended to 10:00 a.m. and 2:00 p.m. on the next day on which no black rainstorm warning signal or typhoon signal no.8 or above is announced between 10:00 a.m. and 2:00 p.m.

5. 投標者在遞交投標書時，必須同時附上以下文件：

A TENDERER MUST ALSO SUBMIT WITH HIS TENDER the following:-

- (a) 由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發，(總)金額為投標價(具有投標表格給予該詞的涵義)5%的一張或多張銀行本票，作為臨時訂金，銀行本票抬頭為「**胡關李羅律師行**」。

One or more cashier order(s) in a (total) sum which constitutes 5% of the Tender Price (as defined in the Form of Tender), such sum being the preliminary deposit for the tender, made payable to “**WOO KWAN LEE & LO**” and issued by a bank duly licensed under section 16 of the Banking Ordinance.

- (b) 已由投標者簽署的「有關連人士聲明」的確認書(按照**附件C**所列的格式)。

A “Declaration on Related Party” (in the form annexed hereto as **Appendix C**) duly signed by the tenderer.

- (c) 已由投標者簽署的「對買方的警告」(按照**附件D**所列的格式)。

The “Warning to Purchasers” (in the form annexed hereto as **Appendix D**) duly signed by the tenderer.

- (d) 已由投標者簽署的「保證修繕缺漏函」(按照**附件E**所列的格式)。

A “Defects Warranty Letter” (in the form annexed hereto as **Appendix E**) duly signed by the tenderer.

- (e) 已由投標者簽署的「賣方資料表格」(按照**附件F**所列的格式)。

A “Vendor's Information Form” (in the form annexed hereto as **Appendix F**) duly signed by the tenderer.

- (f) 已由投標者簽署的「物業參觀確認函」(按照**附件G**所列的格式)。

An “Acknowledgement Letter for Properties Viewing” (in the form annexed hereto as **Appendix G**) duly signed by the tenderer.

- (g) 已由投標者簽署的「收集個人資料聲明(「本聲明」)」(按照**附件 H** 所列的格式)。
An “Personal Information Collection Statement (“PICS”)” (in the form annexed hereto as **Appendix H**) duly signed by the tenderer.
- (h) 已由投標者簽署的「關於代繳從價印花稅優惠確認書」(按照**附件 I** 所列的格式)。
An “Acknowledgement Letter Regarding Ad Valorem Stamp Duty Benefit” (in the form annexed hereto as **Appendix I**) duly signed by the tenderer.
- (i) 投標者委任之地產代理(如有)的牌照影印副本及名片。
A copy of the estate agent’s licence and name card of the estate agent (if any) appointed by the tenderer.
- (j) 以個人名義投標者，每一位投標人的香港身分證／護照影印副本；以公司名義投標者，投標公司的公司註冊證明書、商業登記證、最近之董事名冊、最近之周年申報表及會議記錄證明投標表格、臨時合約及上述文件上簽署之授權之影印副本各一份。
If the tenderer is individual(s), a copy of the Hong Kong Identity Card/Passport of each individual of the tenderer and if the tenderer is a company, a copy of the Certificate of Incorporation and the Business Registration Certificate of the tenderer, a copy of the latest register of directors and the latest annual return of the tenderer and a copy of the board resolutions of the tenderer authorizing the signing of the Form of Tender, the Preliminary Agreement, and the other documents mentioned in the above.

Please date the documents referred to in this paragraph 5 the date on which you sign the same.
簽署本第5段提及之文件時，請填上簽署日期。

- 6. 在賣方對收到的投標書作出任何決定前，所有投標者遞交之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合約中提述之臨時訂金，並用以支付投標價的部份款項。所有其他銀行本票將於下文第8條訂明的承約日期起計14天內，按投標書所載之地址以平郵方式退還落選投標者，一切郵遞涉及之風險由落選投標者承擔。
All cashier orders submitted by the tenderers will be retained and will remain uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier order submitted therewith will be treated as the Preliminary Deposit referred to in the Preliminary Agreement and applied in part payment of the Tender Price. All other cashier orders will be returned by ordinary post at the sole risk of the tenderers, within a period of fourteen (14) days from the Acceptance Date specified in paragraph 8 below, to the unsuccessful tenderers at the addresses stated in their Forms of Tender.
- 7. 如投標書中的內容有任何修改，或會令投標者喪失資格。
Any amendments to and in a tender may cause the tender to be disqualified.
- 8. 鑒於賣方作出招標、同意考慮投標者的要約及於收到投標者書面要求後付予投標者港幣10元，投標者同意其投標書乃不可撤銷，並構成正式要約，可供賣方在招標截止日期後的第四個工作天(簡稱「承約日期」)下午6時正或之前按照本招標公告、臨時合約和投標表格所訂明的條款及條件隨時接納。
In consideration of the invitation for tender by the Vendor and the Vendor’s agreeing to consider the tenderers’ offers and to pay to the tenderer HK\$10.00 upon receipt of a written demand from such tenderer, tenderers agree that their tenders shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor on the terms and conditions contained in this Tender Notice, the Preliminary Agreement and the Form of Tender **at or before 6:00 pm on the 4th working day after the closing date of the tender** (the “Acceptance Date”).

9. 投標如獲接納，中標者即成為本物業買方(以下簡稱「買方」)：
If a tender is accepted, the successful tenderer shall be the purchaser of the Property (the “Purchaser”) and: -
- (a) 賣方可以透過郵寄、電話、傳真或電郵至投標書填上之地址/號碼/電郵地址或其他任何有效方法接受中標者之要約。賣方接受後，將盡快向中標者交回經賣方簽立且日期為不後於承約日期之臨時合約一份；
the Vendor may accept the offer of the successful tenderer by post, telephone, fax or email to the address/ numbers/ email address specified in his Form of Tender or by any other effective means. After acceptance, the Vendor will return the successful tenderer one duplicate of the Preliminary Agreement executed by the Vendor and dated not later than the Acceptance Date;
- (b) 賣方簽妥的臨時合約將構成賣方及買方之間具有約束力的協議，雙方同意按照臨時合約所訂明之條款及條件出售及購買本物業；及
the Preliminary Agreement signed by the Vendor shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property subject to the terms and conditions contained in the Preliminary Agreement; and
- (c) 在臨時合約日期後的5個工作日內，買方須簽署賣方律師訂定的正式買賣合約(「正式合約」)，該正式合約的條款不得修改。正式合約的文本格式存放在香港九龍尖沙咀梳士巴利道尖沙咀中心12樓，於星期一至星期五上午10時至下午5時(公眾假期除外)期間以供閱覽。
within five (5) working days after the date of the Preliminary Agreement, the Purchaser shall sign the formal Agreement for Sale and Purchase (the “**Agreement**”) in the form prepared by the Vendor’s Solicitors and none of the terms thereof may be altered and the form of the Agreement is available for inspection between **10:00 a.m. to 5:00 p.m. from Monday to Friday (except Public Holiday)** at 12/F, Tsim Sha Tsui Centre, Salisbury Road, Tsim Sha Tsui, Kowloon, Hong Kong.
10. 投標者須注意，賣方只會回答關於本物業的一般查詢，並不會就本招標公告、投標表格及臨時合約或關於本物業的任何法例條文提供法律或其他意見。如有任何查詢，請聯絡賣方，地址為香港九龍尖沙咀梳士巴利道尖沙咀中心12樓(電話號碼:2721 8388)。
Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of this Tender Notice, the Form of Tender and the Preliminary Agreement or statutory provisions affecting the Property. All enquiries should be directed to the Vendor at 12/F, Tsim Sha Tsui Centre, Salisbury Road, Tsim Sha Tsui, Kowloon, Hong Kong (Telephone No.2721 8388).
11. 賣方任何人員或代理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。有關之陳述或行動不得作為或視作構成本招標公告、投標表格及臨時合約的一部份。有關之陳述或行動亦不能或視作闡述、更改、否定、豁免或以任何其他形式修改本招標公告、投標表格或臨時合約所訂明的任何條款或條件。
Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor in response to any enquiry made by a prospective or actual tenderer shall be for guidance and reference purposes only. No such statement or action shall form or be deemed to form part of this Tender Notice, the Form of Tender or the Preliminary 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 set out in this Tender Notice, the Form of Tender or the Preliminary Agreement.
12. 臨時合約第9條提及的「對買方的警告」的中英雙語文本已夾附於本招標公告為附件D。

A bilingual version of the “Warning to Purchasers” referred to in Clause 9 of the Preliminary Agreement is attached hereto as **Appendix D**.

13. 投標者可參閱售樓說明書以取得本物業的詳情。
Tenderers may refer to the sales brochure for details of the Property.
14. 如投標者由多於一個個體組成，則所有構成該投標者的個體須負有共同及個別的責任。
In the event that the tenderer comprises more than one entity, the obligations and liabilities of the entities comprising of the tenderer are joint and several.

15. 「提前成交優惠」現金回贈 "Early Completion Benefit" Cash Rebate

(只適用於投標表格中第3節之付款辦法(B))

(Applicable to Payment Plan (B) in Section 3 of the Form of Tender only)

- (a) 如買方提前於正式合約訂明的期限之前繳付售價全數及在所有方面履行和遵守本物業之臨時合約及其後之正式合約內一切的條款及條件（必須嚴格遵行所有時間限制），可根據以下列表獲賣方送出「提前成交優惠」現金回贈。

Where the Purchaser fully pays the Purchase Price in advance of the date specified in the Agreement and comply with in all respects the terms and conditions of the Preliminary Agreement and the Agreement (in respect of which time shall be of the essence), the Purchaser shall be entitled to the “Early Completion Benefit” Cash Rebate offered by the Vendor according to the table below.

付清售價的日期(以賣方代表律師實際收到款項日期計算) Date of full payment of Purchase Price of the Property (the date on which the Vendor's solicitors actually receive the payment(s))	現金回贈金額 Cash Rebate Amount
簽署臨時合約的日期後 120 日內 Within 120 days after the date of signing of the Preliminary Agreement	售價的 4% 4% of the Purchase Price
簽署臨時合約的日期後 121 日至 210 日期間內 Within the period from 121 days to 210 days after the date of signing of the Preliminary Agreement	售價的 3% 3% of the Purchase Price
簽署臨時合約的日期後 211 日至 300 日期間內 Within the period from 211 days to 300 days after the date of signing of the Preliminary Agreement	售價的 2% 2% of the Purchase Price
簽署臨時合約的日期後 301 日至 360 日期間內 Within the period from 301 days to 360 days after the date of signing of the Preliminary Agreement	售價的 1% 1% of the Purchase Price

- (b) 買方須於買方付清本物業的售價餘額之日前最少60日以書面向賣方申請「提前成交優惠」現金回贈，賣方會於收到申請並確認有關資料無誤後將「提前成交優惠」現金回贈直接用於支付部份售價餘額。

The Purchaser shall apply to the Vendor in writing for the "Early Completion Benefit" Cash Rebate at least 60 days before the date of settlement of the balance of the Purchase Price of the Property. After the Vendor has received the application and duly verified the information, the Vendor will apply the "Early Completion Benefit" Cash Rebate for part payment of the balance of the Purchase Price directly.

- (c) 如「提前成交優惠」列表中訂明的任何期間的最後一日不是工作日（按《一手住宅物業銷售條例》所定義），則以下一個工作日（按《一手住宅物業銷售條例》所定義）為該期間的最後一日。

If the last day of any of the periods as set out in the "Early Completion Benefit" Table is not a

working day (as defined in the Residential Properties (First-hand Sales) Ordinance), the next working day (as defined in the Residential Properties (First-hand Sales) Ordinance) shall be regarded as the last day of that period.

16. 先住後付優惠 Occupation before Completion Benefit

- (a) 買方須不少於 30 日前以書面通知賣方申請准許佔用本物業。買方必須就購買的本物業簽署許可協議(格式由賣方律師訂明，買方不得要求任何修改)。

The Purchaser shall give not less than 30 days' prior written notice to the Vendor to apply for the licence of the Property. The Purchaser shall execute the Licence Agreement in the form prescribed by the Vendor's solicitors without amendment in respect of the Property purchased.

- (b) 許可佔用期最早由簽署臨時合約日期後第 65 日至成交日期為止，或如提早成交，至實際成交日期為止。

The licence period shall commence earliest on the 65th day after the date of signing the Preliminary Agreement until the Completion Date, or if completion takes place earlier, until the date of which completion actually takes place.

- (c) 買方須已向賣方支付售價之 10%。

The Purchaser shall have already paid 10% of the Purchase Price.

- (d) 許可佔用期之許可費按金及保證金各為HK\$30,000。

The licence fee deposit and security deposit are in the amount of HK\$30,000 respectively.

- (e) 買方必須負責繳付許可協議之印花稅裁定費及印花稅（如有）、準備和簽署許可協議所需之所有律師費及於許可佔用期內本物業之管理費、差餉、地租、公用事業服務收費、公用事業服務按金及其它開支等。

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

- (f) 賣方確認，若買方已選擇獲取該優惠，如：(i) 本物業的售價依照正式合約訂定的日期付清（以賣方代表律師實際收到款項日期計算）；(ii) 已依照正式合約完成本物業的買賣；(iii) 許可協議的條款和條件全面均已遵守，則賣方會在住宅物業買賣完成時將本物業許可佔用期中已支付之許可費用的總數直接用於支付部份售價餘額。

The Vendor confirms that if the Purchaser has opted for obtaining the Benefit, if: (i) the Purchase Price of the Property has been fully settled according to the date(s) stipulated in the Agreement concerned (the date of settlement shall be the actual date on which payment is received by Vendor's solicitors); (ii) the sale and purchase of the Property has been completed pursuant to the Agreement; (iii) the terms and conditions of the Licence Agreement have been complied with in all respects, the Vendor will apply the total sum of the licence fee paid during the licence period of the Property towards settlement of part of the balance of Purchase Price upon completion of the sale and purchase of the Property.

- (g) 詳情以相關交易文件條款及條件作準。

Subject to the terms and conditions of the relevant transaction documents.

17. 受限於投標人於投標表格第4節的選擇及本第17 段及相關文件所列的條款及條件的前提下，買方可向賣方指定之融資公司申請「第一按揭貸款」或「第二按揭貸款」，買方只可選擇其

中一種按揭貸款安排或不選擇任何按揭貸款安排。

Subject to selection by the tenderer in section 4 of the Form of Tender and the terms and conditions of this paragraph 17 and the relevant document(s), the Purchaser may apply for the "First Mortgage Loan" or the "Second Mortgage Loan" from the Vendor's designated financing company. The Purchaser can only choose either one of the mortgage arrangements or not to select any mortgage arrangements.

「第一按揭貸款」 "First Mortgage Loan"

- (a) 買方必須於正式合約內訂明的付清售價餘額之日前最少60日以書面向指定財務機構申請第一按揭貸款。

The Purchaser shall make a written application to the designated financing company for the First Mortgage Loan in not less than 60 days before the date of settlement of the balance of the Purchase Price stipulated in the Agreement.

- (b) 第一按揭貸款以本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.

- (c) 第一按揭貸款金額最高為售價的80%。

The maximum amount of the First Mortgage Loan is 80% of the Purchase Price.

- (d) 第一按揭貸款首兩年之按揭利率為指定財務機構不時報價之最優惠利率(P)減年息 2% (P-2%)計算，第三及第四年之按揭利率為指定財務機構不時報價之最優惠利率(P)，其後之按揭利率為指定財務機構不時報價之最優惠利率(P)加年息 1.5% (P+1.5%)，利率浮動。最終按揭利率以指定財務機構審批結果而定。最優惠利率選用指定融資公司之報價。

Interest rate of the First Mortgage Loan for the first two years shall be at the Prime Rate (P) quoted by the designated financing company from time to time minus 2% per annum (P-2%), for the third and fourth year shall be at the Prime Rate (P) quoted by the designated financing company from time to time, thereafter at the Prime Rate (P) designated by the financing company from time to time plus 1.5% per annum (P+1.5%), subject to fluctuation. The final interest rate is subject to the approval of the designated financing company. Prime Rate is quoted by the designated financing company.

- (e) 第一按揭貸款年期最長為 25 年。

The maximum tenor of the First Mortgage Loan shall be 25 years.

- (f) 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、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。

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, income proof and/or banking record upon request of the designated financing company. The designated financing company will conduct credit check on the Purchaser and his/her guarantor (if any).

- (g) 第一按揭貸款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.

- (h) 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雜費。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雜費。

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 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 First Mortgage Loan.

- (i) 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及其條款，指定財務機構有最終決定權。不論第一按揭貸款獲批與否，買方仍須按正式合約完成本物業的交易及繳付本物業的售價全數。

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 of the First Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the First Mortgage 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.

- (j) 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.

- (k) 賣方無給予或視之為已給予任何就第一按揭貸款之批核的陳述或保證。賣方並沒有亦不會參與第一按揭貸款之安排。買方不得就由於或有關第一按揭貸款的批核及/或不批核及/或任何第一按揭貸款相關事宜而向賣方提出任何申索。

No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the First Mortgage Loan. The Vendor is not, and will not be, involved in the arrangements of the First Mortgage Loan. The Purchaser shall have no claims whatsoever against the Vendor as a result of or in connection with the approval and/or disapproval of the First Mortgage Loan and/or any matters relating to the First Mortgage Loan.

- (l) 特此通知賣方沒有參與及提供上述第一按揭貸款。上述之第一按揭貸款只是由指定財務機構提供予買方。而無論在任何情況下，賣方無須因上述第一按揭貸款所引發或有關的任何事情負上任何責任。

Notice is hereby given that the Vendor is not involved in the arrangement of the First Mortgage Loan mentioned above. The arrangement of the First Mortgage Loan is provided or procured to the Purchaser by the designated financing company and in no circumstances shall the Vendor be held liable for anything arising from or in connection with the First Mortgage Loan.

- (m) 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 installments.

- (n) 第一按揭貸款只限個人買方申請。

Only individual Purchaser(s) are eligible to apply for the First Mortgage Loan.

- (o) 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金額及/或利率作出調整。

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 amount and/or the interest rate as set out in the relevant payment plan.

「第二按揭貸款」"Second Mortgage Loan"

- (a) 買方須先獲取第一按揭銀行同意辦理本物業之第二按揭，並能出示足夠文件證明第一按揭貸款加第二按揭貸款及買方及其擔保人(如有)之其他貸款之每月總還款額對買方及其擔保人(如有)之每月總入息之比率不超過香港金融管理局最新公佈之「供款與入息比率」。

The Purchaser shall have obtained the prior consent of the First Mortgagee Bank for processing the Second Mortgage Loan for the Property and shall provide satisfactory documents to prove that the ratio of the total amount of monthly repayment of the First Mortgage Loan, the Second Mortgage Loan and any other loan(s) of the Purchaser and his/her guarantor (if any) to the total monthly income of the Purchaser and his/her guarantor (if any) does not exceed the latest Debt Servicing Ratio as announced by the Hong Kong Monetary Authority.

- (b) 第一按揭銀行須為指定財務機構指定及轉介之銀行。

The First Mortgagee Bank shall be a bank specified and referred by the designated financing company.

- (c) (i) 第二按揭貸款金額最高為售價的 25%，但第一按揭貸款及第二按揭貸款總金額不得超過售價的 80%。第二按揭貸款年期最長為 20 年或第一按揭貸款之年期，以較短者為準。第二按揭首兩年之按揭利率為指定財務機構不時報價之最優惠利率(P)減 1% (P-1%) 計算，其後年期之按揭利率以最優惠利率(P)計算，利率浮動。最終按揭利率以指定財務機構審批結果而定。最優惠利率選用指定財務機構不時之報價。

The maximum Second Mortgage Loan is 25% of the Purchase Price, but the total mortgage loan amount of the First Mortgage Loan plus the Second Mortgage Loan shall not exceed 80% of Purchase Price. The maximum tenure of the Second Mortgage Loan shall be 20 years or the tenure of the First Mortgage Loan, whichever is shorter. Interest rate of the Second Mortgage Loan for the first two years shall be at the Prime Rate (P) minus 1% (P-1%) per annum; thereafter at the rate of P per annum, the rate is subject to fluctuation. The final interest rate is subject to the approval of the designated financing company. Prime Rate is quoted by the designated financing company from time to time.

- (d) 特此通知賣方沒有參與及提供上述第二按揭貸款。上述之第二按揭貸款只是由指定財務機構提供予買方。而無論在任何情況下，賣方無須因上述第二按揭貸款所引發或有關的任何事情負上任何責任。

Notice is hereby given that the Vendor is not involved in the arrangement of the Second Mortgage Loan mentioned above. The arrangement of the Second Mortgage Loan is provided or procured to the Purchaser by the designated financing company and in no circumstances shall the Vendor be held liable for anything arising from or in connection with the Second Mortgage Loan.

- (e) 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、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。
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, income proof and/or banking record upon request of the designated financing company. The designated financing company will conduct credit check on the Purchaser and his/her guarantor (if any).
- (f) 第二按揭貸款須由指定財務機構獨立審批。
The Second Mortgage Loan shall be approved by the designated financing company independently.
- (g) 所有第二按揭貸款之文件必須由賣方指定之律師辦理，並由買方負責一切有關律師費用及雜費。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雜費。
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 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 Second Mortgage Loan.
- (h) 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及其條款，指定財務機構有最終決定權。不論第二按揭貸款獲批與否，買方仍須按正式合約完成本物業的交易及繳付本物業的售價全數。
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 of the Second Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the Second Mortgage 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.
- (i) 第二按揭貸款受其他條款及細則約束。
The Second Mortgage Loan is subject to other terms and conditions.
- (j) 賣方無給予或視之為已給予任何就第二按揭貸款之批核的陳述或保證。賣方並沒有亦不會參與第二按揭貸款之安排。買方不得就由於或有關第二按揭貸款的批核及/或不批核及/或任何第二按揭貸款相關事宜而向賣方提出任何申索。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the Second Mortgage Loan. The Vendor is not, and will not be, involved in the arrangements of the Second Mortgage Loan. The Purchaser shall have no claims whatsoever against the Vendor as a result of or in connection with the approval and/or disapproval of the Second Mortgage Loan and/or any matters relating to the Second Mortgage Loan.
- (k) 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 installments.
- (l) 第二按揭貸款只限個人買方申請。
Only individual Purchaser(s) are eligible to apply for the Second Mortgage Loan.
- (m) 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金額及/或利率作出調整。
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 amount and/or the interest rate as set out in the relevant payment plan.

18. 「代繳從價印花稅」優惠 "Ad Valorem Stamp Duty" Benefit

受限於投標人於投標表格第4節的選擇及本第18 段及相關文件所列的條款及條件的前提下，買方將獲賣方提供「代繳從價印花稅」優惠，金額相等就正式合約須繳付之從價印花稅的實際金額或售價的 3.75%，以較低者為準。

Subject to selection by the tenderer in section 4 of the Form of Tender and the terms and conditions of this paragraph 18 and the relevant document(s), the Purchaser will be offered by the Vendor the "Ad Valorem Stamp Duty" Benefit. The amount is equal to the actual amount of ad valorem stamp duty payable on the Agreement or 3.75% of the Purchase Price, whichever is lower.

(a) 「代繳從價印花稅」優惠只作繳付正式合約之從價印花稅之用。

The "Ad Valorem Stamp Duty" Benefit shall be used for the purpose of payment of the ad valorem stamp duty on the Agreement only.

(b) 若買方未能遵守、履行及符合臨時合約或正式合約內的任何條款及條件或未能完成購買本物業或未能按照正式合約的條款及條件付清物業之售價之尾數，買方將不能享有「代繳從價印花稅」優惠及須按賣方選擇立即向賣方支付一筆相等於賣方已繳付之「代繳從價印花稅」優惠之款項或立即採取一切賣方要求之步驟及行動協助賣方從有關當局退回已付之正式合約應付之從價印花稅及應賣方要求向賣方提供所有上述退款所需之文件。

If the Purchaser fails to observe, perform or comply with any of the terms and conditions contained in the Preliminary Agreement or the Agreement or to complete the purchase of the Property or to pay the balance of the Price in accordance with the terms and conditions of the Agreement, the Purchaser shall no longer be entitled to the "Ad Valorem Stamp Duty" Benefit and shall at the option of the Vendor forthwith pay to the Vendor an amount equivalent to the "Ad Valorem Stamp Duty" Benefit paid by the Vendor or forthwith carry out all steps and actions the Vendor requires to assist the Vendor to obtain a refund of the paid ad valorem stamp duty on the Agreement from the relevant authorities and furnish the Vendor with all documents that are necessary for the aforesaid refund upon the Vendor's request.

(c) 所有根據本段之條款及條件賦予買方之權利及優惠均不能轉讓及不能轉移，及只能由買方本人行使及享用。

All the rights and benefits conferred on the Purchaser upon the terms and conditions under this paragraph are non-assignable and non-transferable and can only be exercised and enjoyed by the Purchaser personally.

(d) 為免疑問，買方有責任支付所有印花稅，包括但不限於從價印花稅、買家印花稅、額外印花稅 (如有) 及印花稅署徵收之罰款 (如適用)。「代繳從價印花稅」優惠乃屬賣方提供之補貼，賣方在任何情況下均不須就提供「代繳從價印花稅」優惠之任何延遲或因任何原因導致「代繳從價印花稅」優惠(或其任何部分)之延遲支付而造成之任何罰款或損失負責。本優惠受其他條款及條件約束。

For the avoidance of doubt, it is the Purchaser's duty to pay all stamp duty, including but not limited to ad valorem stamp duty, buyer stamp duty, additional stamp duty (if any) and penalty imposed by the Stamp Office (if applicable). The "Ad Valorem Stamp Duty" Benefit is only a subsidy offered by the Vendor and the Vendor will under no circumstances be liable for any delay in offering the "Ad Valorem Stamp Duty" Benefit or be responsible for any penalty or loss if there is any late payment of the "Ad Valorem Stamp Duty" Benefit (or any part thereof) for whatever reason. This benefit is subject to other terms and conditions.

19. 買方可按賣方其絕對酌情權制訂之售價認購一個住客車位。買方須在不遲於按相關物業之正式合約完成有關物業的買賣及付清所有本物業的售價後的 30 日內決定是否購買一個住客車位及簽署相關買賣合約(車位售價按賣方當時公布之售價為準)，逾時作棄權論，賣方不會因此向買方作出任何賠償。以上優惠受相關交易文件條款及條件限制。

The Purchaser will be entitled to purchase ONE Residential Carparking Space (at such price as the Vendor may in its absolute discretion prescribe). The Purchaser must decide whether to purchase one such Residential Carparking Space and must enter into a relevant agreement for sale and purchase not later than 30 days after the sales and purchase of the Property has been completed and the Purchaser has settled the entire purchase price of the Property in accordance with the Agreement of the Property (the price of the Carparking Space shall be subject to such price announced by the Vendor at the time when such agreement is signed), failing which that Purchaser will be deemed to have given up the offer and the Vendor will not make any compensation to the Purchaser therefor. The aforesaid benefit is subject to the terms and conditions of the relevant transaction documents.

20. 連傢具發售之單位 Unit Sold with Furniture
(只適用於第2座25樓B單位及第2座25樓D單位)
(Applicable to Flat B on 25/F of Tower 2 & Flat D on 25/F of Tower 2)

買方可於根據正式合約之條款及條件完成該物業之買賣時免費獲贈該單位內現有之家具與配備(「該家具」；受相關文件條款及條件限制，該等條款及條件包括但不限於:-

賣方或其代表不會就該家具或其任何部分作出任何保證，包括對其狀況、品質、效能或其會在可運作狀態的保證或提供任何保養)，該家具將於成交日期以「現狀」交與買方。

賣方有權(但不是責任)以類似或相若質素、數量、氛圍、設計、款式、尺寸及/或顏色之飾面、裝置、間隔、傢俬、裝飾特色、電器及物件代替及/或調整該家具或其任何部份，而不須向買方作出通知。買方同意不會就任何前述事宜提出任何異議或質詢。

本段下所有權利和利益均為不可轉讓及不可轉移。

The Purchaser shall receive free of charge the furniture and chattels currently displayed at the unit (“the Furniture”) on completion of the sale and purchase in accordance with the terms and conditions of the Agreement (subject to the terms and conditions of the relevant documentation, which said terms and conditions include (without limitation) the followings:

No warranty or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect as regards the Furniture or any part of it. In particular, no warranty or representation whatsoever is given as to the physical condition and state, quality or fitness of any of the Furniture or as to whether any of the Furniture is or will be in working condition and the Vendor would not provide any warranty/maintenance in respect of the Furniture). The Furniture will be delivered to purchaser upon completion on an “as is” condition.

the Vendor shall have the right (but not the obligation) to substitute and/or adjust the Furniture, or any part of it, with finishes, fittings, partitions, furniture, decorative features, appliances or chattels of similar or comparable quality, quantity, ambience, design, style, size, finishes and/or colour

without further notice to the Purchaser, and the Purchaser agrees not to raise any objection or requisition to any of the aforesaid.

All the rights and benefits conferred under this paragraph are non-assignable and non-transferable.

第2座25樓B單位家具與配備 Furniture and chattels list of Flat B on 25/F of Tower 2	
物品 Item	數量 Amount
梳化 Sofa	1
衣櫃 Wardrobe	2
電視櫃 Television Cabinet	1
飯檯 Dining Table	1
檯 Table	1
椅 Chair	3
窗簾 Curtain	1
書櫃 Shelf	2
圓椅 Stool	1
床 Bed	2

第2座25樓D單位家具與配備 Furniture and chattels list of Flat D on 25/F of Tower 2	
物品 Item	數量 Amount
梳化 Sofa	1
茶几 Coffee Table	1
電視櫃 Television Cabinet	1
飯檯 Dining Table	1
椅 Chair	4
工作檯及椅 Working Desk and Chair	1
書櫃 Shelf	1
地毯 Rug	2
床 Bed	2
床頭几 Bedside table	2
衣櫃 Wardrobe	2

21. 倘投標者經由地產代理（以下簡稱「介紹人」）介紹予賣方以入標認購本物業，投標者知悉和確認：

Where the tenderer submits his tender and makes an offer to purchase the Property through the introduction of an estate agent (the “**Intermediary**”), the tenderer acknowledges and confirms that:

- (a) 介紹人或任何其他地產代理均並無亦沒有被賣方授權或准許代賣方許下任何口頭或書面的協議、允諾、承諾、保證或陳述或代賣方應允任何承擔或責任。介紹人或任何其他地產代理所作出的任何協議、允諾、承諾、保證或陳述或所應允之承擔或責任，無論在任何情況下，賣方均不須向投標者或任何其他人負責，亦不須代介紹人或任何其他地產代理履行，而且賣方也不受其約束。

the Intermediary or any other estate agent has not made and is not authorized or permitted by the Vendor to make any oral or written agreement, promise, undertaking, warranty or representation on behalf of the Vendor or to undertake any obligation or responsibility on behalf

of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the tenderer or any other persons and will not perform on behalf of the Intermediary or other estate agent any such agreement, promise, undertaking, warranty or representation made by or any such obligation or responsibility undertaken by the Intermediary or any other estate agent, which shall under no circumstance bind the Vendor;

- (b) 投標者與介紹人或任何其他地產代理之任何纏繞，一概與賣方無關。本招標及（如投標者的要約獲接受）本物業之買賣將按照本文件條款及交易文件條款進行；及
the Vendor is not and will not be involved in any dispute between the tenderer and the Intermediary or any other estate agent, and this tender and, if the offer of the tenderer is accepted, the sale and purchase of the Property shall proceed in accordance with these terms and conditions and the terms and conditions as set out in the transaction documents; and
- (c) 介紹人是否為介紹投標者予賣方以入標認購本物業之地產代理，須由賣方核實方作準。
whether the Intermediary is the estate agent introducing the tenderer to the Vendor for the purpose of the tenderer's submission of the offer to purchase the Property is subject to the Vendor's confirmation.

22. 時間在各方面均為要素。
Time shall in all respects be of the essence.

23. 本招標公告及投標表格之中文譯本僅供參考。倘若對本招標公告及投標表格的詮釋有任何懷疑或爭議，一概以英文文本為準。
The Chinese translation of this Tender Notice and the Form of Tender is for reference only. In the event of any doubt or dispute in the interpretation of this Tender Notice and the Form of Tender, the English version shall prevail.

日期：2019年11月13日

Dated: 13 November 2019

投標表格 FORM OF TENDER

茲投標按照本投標表格、招標公告(以下簡稱「招標公告」)及臨時買賣合約(以下簡稱「臨時合約」)所訂明的條款及條件以單一交易形式承購位於粉嶺和豐街二十八號的以下單位 囍逸 的以下住宅單位(下文稱為「本物業」)
Tender for the purchase of the following Residential Unit(s) of Commune Modern, 28 Wo Fung Street, Fanling as one transaction subject to the terms and conditions contained in this Form of Tender, the Tender Notice (the “Tender Notice”) and the Preliminary Agreement for Sale and Purchase (the “Preliminary Agreement”) as respectively annexed hereto.

第 1 節 Section 1	
投標者的資料 Particulars of the Tenderer	
名稱 Name	
香港身份證號碼/ 護照號碼/ 商業登記證號碼 Hong Kong Identity Card(s) No(s)/Passport(s) No(s) / Business Registration No.	(with copy(ies) attached hereto) (連同其影印副本)
個人通訊地址/ 公司登記地址 Correspondence Address in Hong Kong/Registered Office	
聯絡資料 Contact Details	
聯絡人 Contact Person	
電話 Telephone	
傳真 Fax	
電郵地址 Email Address	

第 2 節 Section 2			
投標物業 Tendered Property (「本物業」 the “Property”)			
座 Tower	樓 Floor	單位 Flat	
投標價 Tender Price (「售價」 “Purchase Price”)			
港幣 HK\$			
<p>下列抬頭為「胡關李羅律師行」的銀行本票作為臨時訂金連同本投標書一併附上 The following cashier order(s) made payable to “WOO KWAN LEE & LO” as preliminary deposit are enclosed with this Tender</p>			
銀行本票 Cashier order	金額 Amount	銀行 Bank	本票號碼 Cashier Order no.
	港幣 HK\$		
	港幣 HK\$		
	港幣 HK\$		
第 3 節 Section 3			
付款辦法 Payment Plan			
投標者必須選擇下列其中一種付款計劃 The Tenderer must choose one of the following payment plans			
<input type="checkbox"/>	付款辦法 Payment Plan (A)		
	<p>(a) 售價 5% 即臨時訂金於買方簽署臨時合約時繳付。 5% of Purchase Price being preliminary deposit shall be paid upon signing of the preliminary agreement for sale and purchase.</p> <p>(b) 售價 5% 即加付訂金於買方簽署臨時買賣合約後 60 日內繳付。 5% of Purchase Price being further deposit shall be paid within 60 days after signing of the Preliminary Agreement.</p> <p>(c) 售價 90% 即售價餘款於買方簽署臨時買賣合約後 120 日內繳付。 90% of Purchase Price being balance of Purchase Price shall be paid within 120 days after signing of the Preliminary Agreement.</p>		
<input type="checkbox"/>	付款辦法 Payment Plan (B)		
	<p>(a) 售價 5% 即臨時訂金於買方簽署臨時合約時繳付。 5% of Purchase Price being preliminary deposit shall be paid upon signing of the preliminary agreement for sale and purchase.</p> <p>(b) 售價 5% 即加付訂金於買方簽署臨時買賣合約後 60 日內繳付。 5% of Purchase Price being further deposit shall be paid within 60 days after signing of the Preliminary Agreement.</p> <p>(c) 售價 5% 即部份售價於買方簽署臨時買賣合約後 120 日內繳付。 5% of Purchase Price being part payment of Purchase Price shall be paid within 120 days after signing of the Preliminary Agreement.</p> <p>(d) 售價 85% 即售價餘款於買方簽署臨時買賣合約後 728 日內繳付。 85% of Purchase Price being balance of Purchase Price shall be paid within 728 days after signing of the Preliminary Agreement.</p>		

第 4 節 Section 4

財務優惠 Financial Benefit

本人/我們現向賣方申請，如賣方接納本投標書，將就購買本物業時獲得下列財務優惠，惟下列財務優惠受招標公告及其他相關文件之所列之條款及條件限制。

I/We hereby apply to the Vendor that in the event that this Tender is accepted by the Vendor, I/we shall enjoy the financial benefit(s) specified below in connection with the purchase of the Property, whilst the financial benefit(s) specified below should be subject to the terms and conditions set out in the Tender Notice and other relevant documents.

按揭貸款安排 Mortgage Loan Agreements

詳情請參閱招標公告第 17 段 (Please refer paragraph 17 of the Tender Notice)

投標者必須選擇下列其中一項 The Tenderer must choose one of the following items

- * ☐ 本人/我們選擇第一按揭貸款
I/We **select** the First Mortgage Loan
- * ☐ 本人/我們選擇第二按揭貸款
I/We **select** the Second Mortgage Loan
- * ☐ 本人/我們不選擇按揭貸款安排
I/We **do not select** the Mortgage Loan Agreements

「代繳從價印花稅」優惠 "Ad Valorem Stamp Duty" Benefit

詳情請參閱招標公告第 18 段 (Please refer paragraph 18 of the Tender Notice)

投標者必須選擇下列其中一項 The Tenderer must choose one of the following items

- * ☐ 本人/我們選擇「代繳從價印花稅」優惠
I/We **select** the "Ad Valorem Stamp Duty" Benefit
- * ☐ 本人/我們不選擇「代繳從價印花稅」優惠
I/We **do not select** the "Ad Valorem Stamp Duty" Benefit

(*請剔適用者 Please tick as appropriate)

第 5 節 Section 5

下列文件連同本投標書一併附上：

The following are enclosed with this Tender:

1. 抬頭為「胡關李羅律師行」的銀行本票作為臨時訂金
Cashier order(s) made payable to "WOO KWAN LEE & LO" as Preliminary Deposit
2. 已由本人/我們填妥及簽署的「投標表格」(按照招標公告**附件A**所列的格式)
A "Form of Tender" (in the form annexed to the Tender Notice as **Appendix A**) duly completed and signed by me/us.
3. 已由本人/我們填妥及簽署的「臨時買賣合約」(按照招標公告**附件B**所列的格式)
A "Preliminary Agreement for Sale and Purchase" (in the form annexed to the Tender Notice as **Appendix B**) duly completed and signed by me/us
4. 已由本人/我們簽署的「有關連人士聲明」(按照招標公告**附件C**所列的格式)
A "Declaration on Related Party" (in the form annexed to the Tender Notice as **Appendix C**) duly signed by me/us
5. 已由本人/我們簽署的「對買方的警告」(按照招標公告**附件D**所列的格式)
A "Warning to Purchasers" (in the form annexed to the Tender Notice as **Appendix D**) duly signed by me/us

6.	已由本人/我們簽署的「保證修繕缺漏函」(按照招標公告 附件E 所列的格式) A “Defects Warranty Letter” (in the form annexed to the Tender Notice as Appendix E) duly signed by me/us
7.	已由本人/我們簽署的「賣方資料表格」(按照招標公告 附件F 所列的格式)。 A “Vendor’s Information Form” (in the form annexed to the Tender Notice as Appendix F) duly signed by me/us.
8.	已由本人/我們簽署的「物業參觀確認函」(按照招標公告 附件G 所列的格式)。 An “Acknowledgement Letter for Properties Viewing” (in the form annexed to the Tender Notice as Appendix G) duly signed by me/us.
9.	已由本人/我們簽署的「收集個人資料聲明(「本聲明」)」(按照 附件H 所列的格式)。 A “Personal Information Collection Statement (“PICS”)” (in the form annexed hereto as Appendix H) duly signed by me/us.
10.	已由本人/我們簽署的「關於代繳從價印花稅優惠確認書」(按照 附件I 所列的格式)。 An “Acknowledgement Letter Regarding Ad Valorem Stamp Duty Benefit” (in the form annexed hereto as Appendix I) duly signed by me/us.
11.	本人/我們委任之地產代理的牌照影印副本及名片(如適用) A copy of the estate agent’s licence and name card of the estate agent appointed by me/us (if applicable)
12.	本人/我們的香港身份證影印副本(如適用) A copy/Copies of my/our Hong Kong Identity Card(s)/Passport(s) (if applicable)
13.	我們的公司註冊證明書、商業登記證、最近之董事名冊、最近之周年申報表及會議記錄證明投標表格、臨時合約及上述文件上簽署之授權之影印副本(如適用) A copy of our Certificate of Incorporation, our Business Registration Certificate, our latest register of directors and annual return and a copy of the board resolutions authorizing the signing of the Form of Tender, the Preliminary Agreement, and other related documents (if applicable)

第6節 Section 6

本人/我們同意如賣方接納本投標書，本投標書連同臨時合約將構成賣方與本人/我們之間就出售及購買本物業具有約束力的協議。

I/We agree that in the event that this Tender is accepted by the Vendor, this Tender together with the Preliminary Agreement shall constitute a binding agreement between the Vendor and me/us for the sale and purchase of the Property.

投標者簽名 Signature(s) of the Tenderer(s)	
擁有權種類 Type of Ownership	<p>*作為唯一擁有人 / 聯權共有人 / 分權共有人(相同份數) *as Sole Owner / Joint Tenants / Tenants in Common (in equal shares)</p> <p>* 如不適用，請刪除及在旁加簽 Delete where inapplicable and initial against deletion</p>
見證人簽名 Signature of Witness	
見證人姓名 Name of Witness	
見證人職業 Occupation of Witness	

見證人地址 Address of Witness	
投標者委任的地產代理(如有) Estate Agent appointed by the Tenderer(s) (if any)	
地產代理姓名 Name of Estate Agent	
地產代理所屬公司 Name of Estate Agency	
地產代理的牌照號碼 Estate Agent's Licence No.	(連同牌照影印副本及名片兩張) (with copy of the Estate Agent's Licence and 2 name cards attached hereto)

第 7 節 Section 7

接受要約 Acceptance of offer

在受到招標公告和臨時合約條款約束的前提下，上述要約在獲賣方授權代表簽名當天視為獲賣方接納。

The above offer is accepted by the Vendor on the date of the authorized signatory subject to the Tender Notice and the Preliminary Agreement.

Authorised signature for and on behalf of the Vendor
經授權賣方代表簽署

日期 Date : _____

投標表格 FORM OF TENDER

茲投標按照本投標表格、招標公告(以下簡稱「招標公告」)及臨時買賣合約(以下簡稱「臨時合約」)所訂明的條款及條件以單一交易形式承購位於粉嶺和豐街二十八號的以下單位 囍逸 的以下住宅單位(下文稱為「本物業」)
Tender for the purchase of the following Residential Unit(s) of Commune Modern, 28 Wo Fung Street, Fanling as one transaction subject to the terms and conditions contained in this Form of Tender, the Tender Notice (the “Tender Notice”) and the Preliminary Agreement for Sale and Purchase (the “Preliminary Agreement”) as respectively annexed hereto.

第 1 節 Section 1	
投標者的資料 Particulars of the Tenderer	
名稱 Name	
香港身份證號碼/ 護照號碼/ 商業登記證號碼 Hong Kong Identity Card(s) No(s)/Passport(s) No(s) / Business Registration No.	(with copy(ies) attached hereto) (連同其影印副本)
個人通訊地址/ 公司登記地址 Correspondence Address in Hong Kong/Registered Office	
聯絡資料 Contact Details	
聯絡人 Contact Person	
電話 Telephone	
傳真 Fax	
電郵地址 Email Address	

第 2 節 Section 2			
投標物業 Tendered Property (「本物業」 the “Property”)			
座 Tower	樓 Floor	單位 Flat	
投標價 Tender Price (「售價」 “Purchase Price”)			
港幣 HK\$			
<p>下列抬頭為「胡關李羅律師行」的銀行本票作為臨時訂金連同本投標書一併附上 The following cashier order(s) made payable to “WOO KWAN LEE & LO” as preliminary deposit are enclosed with this Tender</p>			
銀行本票 Cashier order	金額 Amount	銀行 Bank	本票號碼 Cashier Order no.
	港幣 HK\$		
	港幣 HK\$		
	港幣 HK\$		
第 3 節 Section 3			
付款辦法 Payment Plan			
投標者必須選擇下列其中一種付款計劃 The Tenderer must choose one of the following payment plans			
<input type="checkbox"/>	付款辦法 Payment Plan (A)		
	<p>(a) 售價 5% 即臨時訂金於買方簽署臨時合約時繳付。 5% of Purchase Price being preliminary deposit shall be paid upon signing of the preliminary agreement for sale and purchase.</p> <p>(b) 售價 5% 即加付訂金於買方簽署臨時買賣合約後 60 日內繳付。 5% of Purchase Price being further deposit shall be paid within 60 days after signing of the Preliminary Agreement.</p> <p>(c) 售價 90% 即售價餘款於買方簽署臨時買賣合約後 120 日內繳付。 90% of Purchase Price being balance of Purchase Price shall be paid within 120 days after signing of the Preliminary Agreement.</p>		
<input type="checkbox"/>	付款辦法 Payment Plan (B)		
	<p>(a) 售價 5% 即臨時訂金於買方簽署臨時合約時繳付。 5% of Purchase Price being preliminary deposit shall be paid upon signing of the preliminary agreement for sale and purchase.</p> <p>(b) 售價 5% 即加付訂金於買方簽署臨時買賣合約後 60 日內繳付。 5% of Purchase Price being further deposit shall be paid within 60 days after signing of the Preliminary Agreement.</p> <p>(c) 售價 5% 即部份售價於買方簽署臨時買賣合約後 120 日內繳付。 5% of Purchase Price being part payment of Purchase Price shall be paid within 120 days after signing of the Preliminary Agreement.</p> <p>(d) 售價 85% 即售價餘款於買方簽署臨時買賣合約後 728 日內繳付。 85% of Purchase Price being balance of Purchase Price shall be paid within 728 days after signing of the Preliminary Agreement.</p>		

第 4 節 Section 4

財務優惠 Financial Benefit

本人/我們現向賣方申請，如賣方接納本投標書，將就購買本物業時獲得下列財務優惠，惟下列財務優惠受招標公告及其他相關文件之所列之條款及條件限制。

I/We hereby apply to the Vendor that in the event that this Tender is accepted by the Vendor, I/we shall enjoy the financial benefit(s) specified below in connection with the purchase of the Property, whilst the financial benefit(s) specified below should be subject to the terms and conditions set out in the Tender Notice and other relevant documents.

按揭貸款安排 Mortgage Loan Agreements

詳情請參閱招標公告第 17 段 (Please refer paragraph 17 of the Tender Notice)

投標者必須選擇下列其中一項 The Tenderer must choose one of the following items

- * ☐ 本人/我們選擇第一按揭貸款
I/We **select** the First Mortgage Loan
- * ☐ 本人/我們選擇第二按揭貸款
I/We **select** the Second Mortgage Loan
- * ☐ 本人/我們不選擇按揭貸款安排
I/We **do not select** the Mortgage Loan Agreements

「代繳從價印花稅」優惠 "Ad Valorem Stamp Duty" Benefit

詳情請參閱招標公告第 18 段 (Please refer paragraph 18 of the Tender Notice)

投標者必須選擇下列其中一項 The Tenderer must choose one of the following items

- * ☐ 本人/我們選擇「代繳從價印花稅」優惠
I/We **select** the "Ad Valorem Stamp Duty" Benefit
- * ☐ 本人/我們不選擇「代繳從價印花稅」優惠
I/We **do not select** the "Ad Valorem Stamp Duty" Benefit

(*請剔適用者 Please tick as appropriate)

第 5 節 Section 5

下列文件連同本投標書一併附上：

The following are enclosed with this Tender:

1. 抬頭為「胡關李羅律師行」的銀行本票作為臨時訂金
Cashier order(s) made payable to "WOO KWAN LEE & LO" as Preliminary Deposit
2. 已由本人/我們填妥及簽署的「投標表格」(按照招標公告**附件A**所列的格式)
A "Form of Tender" (in the form annexed to the Tender Notice as **Appendix A**) duly completed and signed by me/us.
3. 已由本人/我們填妥及簽署的「臨時買賣合約」(按照招標公告**附件B**所列的格式)
A "Preliminary Agreement for Sale and Purchase" (in the form annexed to the Tender Notice as **Appendix B**) duly completed and signed by me/us
4. 已由本人/我們簽署的「有關連人士聲明」(按照招標公告**附件C**所列的格式)
A "Declaration on Related Party" (in the form annexed to the Tender Notice as **Appendix C**) duly signed by me/us
5. 已由本人/我們簽署的「對買方的警告」(按照招標公告**附件D**所列的格式)
A "Warning to Purchasers" (in the form annexed to the Tender Notice as **Appendix D**) duly signed by me/us

6.	已由本人/我們簽署的「保證修繕缺漏函」(按照招標公告 附件E 所列的格式) A “Defects Warranty Letter” (in the form annexed to the Tender Notice as Appendix E) duly signed by me/us
7.	已由本人/我們簽署的「賣方資料表格」(按照招標公告 附件F 所列的格式)。 A “Vendor’s Information Form” (in the form annexed to the Tender Notice as Appendix F) duly signed by me/us.
8.	已由本人/我們簽署的「物業參觀確認函」(按照招標公告 附件G 所列的格式)。 An “Acknowledgement Letter for Properties Viewing” (in the form annexed to the Tender Notice as Appendix G) duly signed by me/us.
9.	已由本人/我們簽署的「收集個人資料聲明(「本聲明」)」(按照 附件H 所列的格式)。 A “Personal Information Collection Statement (“PICS”)” (in the form annexed hereto as Appendix H) duly signed by me/us.
10.	已由本人/我們簽署的「關於代繳從價印花稅優惠確認書」(按照 附件I 所列的格式)。 An “Acknowledgement Letter Regarding Ad Valorem Stamp Duty Benefit” (in the form annexed hereto as Appendix I) duly signed by me/us.
11.	本人/我們委任之地產代理的牌照影印副本及名片(如適用) A copy of the estate agent’s licence and name card of the estate agent appointed by me/us (if applicable)
12.	本人/我們的香港身份證影印副本(如適用) A copy/Copies of my/our Hong Kong Identity Card(s)/Passport(s) (if applicable)
13.	我們的公司註冊證明書、商業登記證、最近之董事名冊、最近之周年申報表及會議記錄證明投標表格、臨時合約及上述文件上簽署之授權之影印副本(如適用) A copy of our Certificate of Incorporation, our Business Registration Certificate, our latest register of directors and annual return and a copy of the board resolutions authorizing the signing of the Form of Tender, the Preliminary Agreement, and other related documents (if applicable)

第 6 節 Section 6

本人/我們同意如賣方接納本投標書，本投標書連同臨時合約將構成賣方與本人/我們之間就出售及購買本物業具有約束力的協議。

I/We agree that in the event that this Tender is accepted by the Vendor, this Tender together with the Preliminary Agreement shall constitute a binding agreement between the Vendor and me/us for the sale and purchase of the Property.

投標者簽名 Signature(s) of the Tenderer(s)	
擁有權種類 Type of Ownership	<p>*作為唯一擁有人 / 聯權共有人 / 分權共有人(相同份數) *as Sole Owner / Joint Tenants / Tenants in Common (in equal shares)</p> <p>* 如不適用，請刪除及在旁加簽 Delete where inapplicable and initial against deletion</p>
見證人簽名 Signature of Witness	
見證人姓名 Name of Witness	
見證人職業 Occupation of Witness	

見證人地址 Address of Witness	
投標者委任的地產代理(如有) Estate Agent appointed by the Tenderer(s) (if any)	
地產代理姓名 Name of Estate Agent	
地產代理所屬公司 Name of Estate Agency	
地產代理的牌照號碼 Estate Agent's Licence No.	(連同牌照影印副本及名片兩張) (with copy of the Estate Agent's Licence and 2 name cards attached hereto)

第 7 節 Section 7

接受要約 Acceptance of offer

在受到招標公告和臨時合約條款約束的前提下，上述要約在獲賣方授權代表簽名當天視為獲賣方接納。

The above offer is accepted by the Vendor on the date of the authorized signatory subject to the Tender Notice and the Preliminary Agreement.

Authorised signature for and on behalf of the Vendor
經授權賣方代表簽署

日期 Date : _____

Commune Modern 囍逸

PRELIMINARY AGREEMENT FOR SALE & PURCHASE ("Preliminary Agreement")
臨時買賣合約 (下稱「臨時合約」)

Serial no.編號:
Date 日期:

Vendor 賣方: Bright Land Development Limited 暉龍發展有限公司
Sales Agent for Vendor Sino Real Estate Agency Limited 信和地產代理有限公司
賣方銷售代理: Estate Agents Licence (Company) No. / 地產代理(公司)牌照號碼: C-005086
Vendor's Solicitors ☐ Woo Kwan Lee & Lo 胡關李羅律師行 Tel 電話: 25869898
賣方律師: ☐ Mayer Brown 孖士打律師行 Tel 電話: 28432211
Purchaser 買方:

HK I.D./ Business Registration No. 身份證號碼 / 商業登記證號碼:

Purchaser's Correspondence/Registered Address 買方通訊/註冊地址:

Purchaser's Tel No. 買方電話號碼:

Name & Postal Address of the Development 發展項目名稱及郵寄地址:

Commune Modern 囍逸

28 Wo Fung Street, Fanling
粉嶺和豐街二十八號

Details of the Property (the "Property") 訂購物業("本物業")的資料:

座 Tower	樓 Floor	單位 Flat

Payment Term 付款方法:

The Purchase Price of the Property is 本物業的售價為:	HK 港幣\$	which shall be paid by the Purchaser to the Vendor in the manner as follows 並須由買方按以下方式付予賣方 -
Preliminary Deposit 臨時訂金	HK 港幣\$	equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement 即售價的 5% 於簽署本臨時合約時支付
Further Deposit 加付訂金	HK 港幣\$	shall be paid on or before 須於以下日子或之前支付: / /
Part Payment 部份售價	HK 港幣\$	shall be paid on or before 須於以下日子或之前支付: / /
Balance Payment 售價餘款	HK 港幣\$	shall be paid on or before the Date of Completion 須於成交日期或之前支付

Date of Completion / /
成交日期

The Property is sold with vacant possession 本物業是以交吉交易

It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase ("the Agreement") to be executed 按訂約雙方的意向，本臨時合約將會由一份買賣合約(“正式合約”)取代，正式合約須 -

- (a) by the Purchaser on or before 由 / / (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and 或之前簽立(即本臨時合約的簽署日期之後的第五個工作日)；及
(b) by the Vendor on or before 由 / / (i.e. the eighth working day after the date on which this Preliminary Agreement is signed). 或之前簽立(即本臨時合約的簽署日期之後的第八個工作日)。

Received the Preliminary Deposit in the sum of HK\$
上述所列臨時訂金經已收妥此據
Cheque / Cashier Order No. 支票 / 本票號碼: Cheque/Cashier Order, subject to Bank Clearance
交來支票/本票以銀行過數作實

The Vendor agrees to sell and the Purchaser agrees to purchase the Property on the foregoing terms and conditions and following "Other Terms and Conditions" 賣方及買方於此同意根據上述條款及下述其他條款及條件出售及購買本物業:

Other Terms and Conditions 其他條款及條件:

1. In this Preliminary Agreement 在本臨時合約中 -
 (a) "saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621); (b) "working day" has the meaning given by section 2(1) of that Ordinance; (c) the floor area of an item under clause 6 is calculated in accordance with section 8(3) of that Ordinance; and (d) the area of an item under clause 6 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
 (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) 第 6 條所指的項目的樓面面積，按照該條例第 8(3)條計算；及(d) 第 6 條所指的項目的面積，按照該條例附表 2 第 2 部計算。
2. The Preliminary Deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.
 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
3. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by * ~~the Vendor~~ / the Purchaser.
 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由*賣方/買方承擔。
4. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by * ~~the Vendor~~ / the Purchaser.
 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由*賣方/買方承擔。
5. If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed -
 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約 -
 (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.
 (a) 本臨時合約即告終止；
 (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。
6. The measurements of the Property are as follows 本物業的量度尺寸如下 -
 Please refer to the "Schedule 2" attached to this Preliminary Agreement. The "Schedule 2" forms part of this Preliminary Agreement.
 請參閱隨本臨時合約附上之「附表二」。「附表二」屬本臨時合約一部份。
7. The sale and purchase of the Property includes the fittings, finishes and appliances as follows -
 本物業買賣所包括的裝置、裝修物料及設備如下 -
 Please refer to the "Schedule 1" attached to this Preliminary Agreement. The "Schedule 1" forms part of this Preliminary Agreement.
 請參閱隨本臨時合約附上之「附表一」。「附表一」屬本臨時合約一部份。
8. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
 在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
9. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 10 and fully understands its contents.
 買方已確認收到第 10 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。
10. For the purposes of clause 9, the following is the "Warning to Purchasers" -
 就第 9 條而言，“對買方的警告”內容如下 -
 (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
 (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
 (c) YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.
 現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
 (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have 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。

11. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as stand.
買方購買本物業時完全知悉本物業及其內之裝置、裝修物料及設備之狀況，且接受本物業及其內之裝置、裝修物料及設備之現狀。
12. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “CRTPO”) and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO. 賣方和買方無意賦予任何第三者權利依據《合約（第三者權利）條例》（第 623 章）（“該條例”）強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。
(b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》（第 621 章）的情況下。
(c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者（在該條例定義）可依據該條例強制執行任何該等條款時：-
(i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and
本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷（倘若撤銷權存在），而該條例第 6(1)條將不適用於本臨時合約；及
(ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.
賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。
13. The Purchaser shall attend the office of the Vendor’s Solicitors (or the office of his own solicitors if he shall have instructed his own solicitors) within 5 working days after the date hereof during office hours to sign the Agreement of the Property prepared by the Vendor’s Solicitors in respect of which none of the terms of the Agreement is permitted to be altered in any way. Only the Purchaser who has signed this Preliminary Agreement will be permitted to sign the Agreement.
買方須於簽訂本臨時合約後五個工作天內，於辦公時間到賣方律師行（若買方自行聘請律師，則到有關律師行）簽署一份正式合約，該正式合約是由賣方律師所訂有關本物業的正式合約。該正式合約內容買方一概不得更改。只有簽署本臨時合約之買方才能夠簽署正式合約。
14. The Agreement will provide that in the event of the Vendor, at the request of the Purchaser, agreeing at the Vendor’s own discretion to cancel the sale and purchase by way of cancellation agreement or any other means which has the effect of cancelling the Agreement or the obligations of the Purchaser thereunder, the Vendor shall be entitled to retain the sum of 10% of the Purchase Price of the Property and in addition, the Purchaser shall be liable for all legal costs, charges or disbursements (including stamp duty, if any) incurred by the Vendor in connection with the cancellation of the sale and purchase.
正式合約將訂明：如賣方就買方之要求按賣方酌情同意以合約或以其他任何方式取消正式合約或買方在正式合約下之責任，賣方有權於買方已付之樓價中保留相等於本物業售價百分之十之款項及買方須承擔賣方取消正式合約之律師費及有關費用（包括如須繳付之印花稅）。
15. It is hereby agreed and declared by the Purchaser and the Vendor that 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 in any manner whatever. No trustee, agent or nominee of any kind whatsoever of the Purchaser shall be accepted by the Vendor for the purpose of signing this Preliminary Agreement. Where the Purchaser is/are a company(ies), the Preliminary Agreement and the Agreement shall be signed by the same director(s) and the Purchaser shall not make or permit any change in any of the directors, shareholders or their shareholding in the Purchaser before execution of the Agreement and payment of the part payment of the Purchase Price payable upon signing of the Agreement.
買賣雙方同意並聲明本臨時合約只適用於買方本人，買方無權要求賣方與任何其他人士簽訂正式合約，亦無權以任何形式向第三方轉讓本臨時合約的利益。賣方將不接受買方的信託人、代理人或任何形式的提名人代其簽署本臨時合約。買方為公司者，須由相同之董事簽署臨時合約及正式合約，並於簽妥正式合約及未繳付於簽訂正式合約時須繳付的部份售價前不得變更或容許變更公司之董事或股東或其持股量。
16. The Purchaser shall solely bear and pay all legal costs and disbursements for the preparation, execution, stamping, completion and registration of this Preliminary Agreement, the Agreement and the Assignment and (a) a due proportion of the costs for the preparation of the Deed of Mutual Covenant and Management Agreement (“DMC”) and the plans to be attached to the DMC, (b) all costs for preparing certified copies of title deeds and documents of the Property, (c) all plan fees for plans to be annexed to the Agreement and the Assignment, (d) all stamp duty (including without limitation any “special stamp duty” and “buyer’s stamp duty” defined or to be defined in the Stamp Duty Ordinance and the new rates of ad valorem stamp duty, if applicable), registration fee and other disbursements on this Preliminary Agreement, the Agreement and the Assignment, and (e) all legal and other costs and disbursements in respect of any mortgage (if any) in respect of the Property. The Purchaser shall also, before being entitled to possession of the Property on completion, reimburse or pay to the Vendor or the management company advance payment of management fees, management fee deposits, debris removal fee, Special Fund and other miscellaneous deposit(s)/fund(s), etc. in accordance with the Agreement and the DMC. If the Purchaser instructs another firm of solicitors to act for him in the Agreement and the subsequent Assignment to the Purchaser, each of the Vendor and the Purchaser shall pay its own solicitors’ cost and disbursements of and

incidental to the preparation, completion, stamping and registration of the Agreement and the subsequent Assignment. For the avoidance of doubt, the Purchaser shall be responsible for the payment of items (a) to (e) listed above in any case.

於此買賣交易中買方須負責繳付所有有關擬備、簽訂、加蓋印花、完成交易及登記本臨時合約、正式合約及轉讓契的買方律師費及墊付費用及 (a) 有關草擬大廈公契及管理合約費用及附於該文件之圖則之費用的適當分攤; (b) 業權文件認正本之一切費用; (c) 本物業的正式合約及轉讓契之圖則費; (d) 一概有關本臨時合約、正式合約及轉讓契之印花稅(包括但不限於任何印花稅條例所定義或將定義之「額外印花稅」及「買家印花稅」及從價印花稅的新稅率(如適用))、登記費及其他支出費用; 及 (e) 本物業按揭 (如有) 之法律費用及其他支出。買方須在成交收樓之前, 按照正式合約及大廈公契暨管理合約向賣方或管理公司補還或繳付管理費上期預繳金額、管理費按金、裝修泥頭清理費、特別基金及其他按金/基金等。如果買方聘請其他律師而非由賣方的代表律師代表處理正式合約及轉讓契事宜, 則買賣雙方須負擔及支付各自的有關律師費和其他雜費。為免生疑, 買方在任何情況下均需負責支付上述 (a) 至 (e) 項。

17. All further deposits, part payments of the Purchase Price and the balance of the Purchase Price and stamp duty shall be paid by the Purchaser by way of a cashier's order issued or a cheque certified good for payment by a licensed bank in Hong Kong in favour of the Vendor's solicitors for the relevant amount.
加付訂金、售價的任何部份及餘款及印花稅, 必須以香港持牌銀行所發出的本票或書面保付的支票, 並以賣方律師行作抬頭人支付。
18. Time shall in every respect be of the essence of this Preliminary Agreement.
本臨時合約所列之時間或時限乃本合約要素, 必須嚴謹遵守。
19. The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.
若賣方在本物業的權益屬衡平法權益而非法定產業權, 買方不得提出反對。
20. The Vendor hereby reserves the right to amend the relevant plans in respect of the Property and/or the Development in accordance with the provisions of the Agreement provided that the Vendor shall have obtained the prior approval (if required) from the relevant governmental authority/authorities.
賣方在此保留根據正式合約修改與本物業和/或本發展項目有關的圖則的權利, 惟賣方將事先取得政府有關部門的批准(若需要)。
21. This Preliminary Agreement is not preceded by any unwritten sale agreement or agreement for sale, made between the same parties hereto and on the same terms and conditions hereof.
本臨時合約簽訂前, 買賣雙方並無以相同條款訂立任何非書面買賣協議或買賣協議。
22. The Purchaser shall inform the Vendor forthwith in writing of any changes in correspondence address or telephone number.
買方如有更改通訊地址或電話號碼, 須立即以書面通知賣方。
23. The Purchaser acknowledges that the air conditioning platform erected outside of the Property does not form part of the Property and form part of the common area of the Development.
買方確認知悉設於該物業以外的空調機平台並不屬於本物業的一部份, 該等空調機平台屬於發展項目的公用地方。

The Purchaser has read this Preliminary Agreement and fully understands and agrees the contents of this Preliminary Agreement.
買方已細閱此臨時合約, 並完全明白及同意其內容。

Purchaser's Signature
買方簽署

For and on behalf of the Vendor
Sino Real Estate Agency Limited
代表賣方簽署
信和地產代理有限公司

附表一 Schedule 1
裝置、裝修物料及設備

FITTINGS, FINISHES AND APPLIANCES

Internal Wall – 內牆	Emulsion paint. 乳膠漆。
Ceiling – 天花板	Emulsion paint. 乳膠漆。
Flooring – 地板	<p><u>2-Bedroom and 3-Bedroom Units</u> <u>兩房及三房單位</u> Timber flooring / natural stone for living room / dining room; 客廳/飯廳為木材地板/天然石材; Timber flooring for bedroom(s) / master bedroom. 睡房/主人睡房為木材地板。</p> <p><u>1-Bedroom and Studio Units</u> <u>一房及開放式單位</u> Tiles for living room / dining room / bedroom. 客廳/飯廳/睡房為瓷磚。</p>
Door – 門	Solid core timber door / hollow core timber door / door made of metal and glass / glass door. 實心木門/空心木門/金屬及玻璃門/玻璃門。
Bathroom – 浴室	Sanitary fitments are provided. Tiles, mirror and natural stone for wall; gypsum board and aluminum false ceiling; tiles for floor. 提供潔具。牆身鋪砌瓷磚、鏡及天然石材; 石膏板及鋁質假天花; 地板為瓷磚。
Kitchen – 廚房	<p>Tiles, glass panel and stainless steel for wall (except for open kitchen); 牆壁鋪砌瓷磚、玻璃板及不銹鋼飾面 (開放式廚房除外);</p> <p>Glass panel and plastic laminate panel for wall (for open kitchen); 牆壁鋪砌玻璃板及膠板飾面板 (開放式廚房);</p> <p>Gypsum board false ceiling; solid surface counter worktop; tiles for floor. 石膏板假天花; 地板鋪砌瓷磚; 灶台面為實體面料; 地板為瓷磚。</p>
Other Provisions – 其他設備	<p>i) Gas hob (for 2-Bedroom and 3-Bedroom Units), induction hob (for 1-Bedroom and Studio Units), cooker hood, refrigerator, microwave oven, washer & dryer; 煤氣煮食爐 (於兩房及三房單位)、電磁煮食爐 (於一房及開放式單位)、抽油煙機、雪櫃、微波爐、洗衣乾衣機;</p> <p>ii) Installed with gas water heater (for 2-Bedroom and 3-Bedroom Units), electric water heater (for 1-Bedroom and Studio Units), and exhaust fan; 裝設煤氣熱水爐 (於兩房及三房單位)、電熱水爐 (於一房及開放式單位) 及抽氣扇;</p> <p>iii) Air-conditioner for living room / dining room / bedroom(s) / master bedroom / store room(s). 客廳/飯廳/睡房/主人睡房/儲物房裝設冷氣機。</p>

附表二 Schedule 2

In this Schedule, only the measurements of the property(ies) selected to be purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement:

於本附表中，只有屬於買方於本臨時合約中選購之物業之量度尺寸方適用於本臨時合約：

大廈 Tower 1 座 Floor 25 樓 Flat B 單位

(a) 本物業的實用面積為 the saleable area of the Property is -

69.717	平方米 square metres/	750	平方呎，其中 square feet of which -
2.001	平方米 square metres/	22	平方呎為露台的樓面面積 square feet is the floor area of the balcony;
1.590	平方米 square metres/	17	平方呎為工作平台的樓面面積 square feet is the floor area of the utility platform;
--	平方米 square metres/	--	平方呎為陽台的樓面面積；及 square feet is the floor area of the verandah; and

(b) 其他量度尺寸為 other measurements are -

空調機房的面積為 the area of the air-conditioning plant room is	--	平方米 square metres/	--	平方呎 square feet;
窗台的面積為 the area of the bay window is	--	平方米 square metres/	--	平方呎 square feet;
閣樓的面積為 the area of the cockloft is	--	平方米 square metres/	--	平方呎 square feet;
平台的面積為 the area of the flat roof is	7.969	平方米 square metres/	86	平方呎 square feet;
花園的面積為 the area of the garden is	--	平方米 square metres/	--	平方呎 square feet;
停車位的面積為 the area of the parking space is	--	平方米 square metres/	--	平方呎 square feet;
天台的面積為 the area of the roof is	55.856	平方米 square metres/	601	平方呎 square feet;
梯屋的面積為 the area of the stairhood is	--	平方米 square metres/	--	平方呎 square feet;
前庭的面積為 the area of the terrace is	--	平方米 square metres/	--	平方呎 square feet;
庭院的面積為 the area of the yard is	--	平方米 square metres/	--	平方呎 square feet.

大廈 Tower 2 座 Floor 25 樓 Flat B 單位

(a) 本物業的實用面積為 the saleable area of the Property is -

43.118	平方米 square metres/	464	平方呎，其中 square feet of which -
2.136	平方米 square metres/	23	平方呎為露台的樓面面積 square feet is the floor area of the balcony;
1.500	平方米 square metres/	16	平方呎為工作平台的樓面面積 square feet is the floor area of the utility platform;
--	平方米 square metres/	--	平方呎為陽台的樓面面積；及 square feet is the floor area of the verandah; and

(b) 其他量度尺寸為 other measurements are -

空調機房的面積為 the area of the air-conditioning plant room is	--	平方米 square metres/	--	平方呎 square feet;
窗台的面積為 the area of the bay window is	--	平方米 square metres/	--	平方呎 square feet;
閣樓的面積為 the area of the cockloft is	--	平方米 square metres/	--	平方呎 square feet;
平台的面積為 the area of the flat roof is	7.745	平方米 square metres/	83	平方呎 square feet;
花園的面積為 the area of the garden is	--	平方米 square metres/	--	平方呎 square feet;
停車位的面積為 the area of the parking space is	--	平方米 square metres/	--	平方呎 square feet;
天台的面積為 the area of the roof is	35.505	平方米 square metres/	382	平方呎 square feet;
梯屋的面積為 the area of the stairhood is	--	平方米 square metres/	--	平方呎 square feet;
前庭的面積為 the area of the terrace is	--	平方米 square metres/	--	平方呎 square feet;
庭院的面積為 the area of the yard is	--	平方米 square metres/	--	平方呎 square feet.

附表二 Schedule 2

In this Schedule, only the measurements of the property(ies) selected to be purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement:

於本附表中，只有屬於買方於本臨時合約中選購之物業之量度尺寸方適用於本臨時合約：

大廈 Tower 2 座 Floor 25 樓 Flat D 單位

(a) 本物業的實用面積為 the saleable area of the Property is -

68.814	平方米 square metres/	741	平方呎，其中 square feet of which -
2.001	平方米 square metres/	22	平方呎為露台的樓面面積 square feet is the floor area of the balcony;
1.636	平方米 square metres/	18	平方呎為工作平台的樓面面積 square feet is the floor area of the utility platform;
--	平方米 square metres/	--	平方呎為陽台的樓面面積；及 square feet is the floor area of the verandah; and

(b) 其他量度尺寸為 other measurements are -

空調機房的面積為 the area of the air-conditioning plant room is	--	平方米 square metres/	--	平方呎 square feet;
窗台的面積為 the area of the bay window is	--	平方米 square metres/	--	平方呎 square feet;
閣樓的面積為 the area of the cockloft is	--	平方米 square metres/	--	平方呎 square feet;
平台的面積為 the area of the flat roof is	7.969	平方米 square metres/	86	平方呎 square feet;
花園的面積為 the area of the garden is	--	平方米 square metres/	--	平方呎 square feet;
停車位的面積為 the area of the parking space is	--	平方米 square metres/	--	平方呎 square feet;
天台的面積為 the area of the roof is	48.068	平方米 square metres/	517	平方呎 square feet;
梯屋的面積為 the area of the stairhood is	--	平方米 square metres/	--	平方呎 square feet;
前庭的面積為 the area of the terrace is	--	平方米 square metres/	--	平方呎 square feet;
庭院的面積為 the area of the yard is	--	平方米 square metres/	--	平方呎 square feet.

Commune Modern 囍逸

PRELIMINARY AGREEMENT FOR SALE & PURCHASE ("Preliminary Agreement")
臨時買賣合約 (下稱「臨時合約」)

Serial no.編號:
Date 日期:

Vendor 賣方: Bright Land Development Limited 暉龍發展有限公司
Sales Agent for Vendor Sino Real Estate Agency Limited 信和地產代理有限公司
賣方銷售代理: Estate Agents Licence (Company) No. / 地產代理(公司)牌照號碼: C-005086
Vendor's Solicitors ☐ Woo Kwan Lee & Lo 胡關李羅律師行 Tel 電話: 25869898
賣方律師: ☐ Mayer Brown 孖士打律師行 Tel 電話: 28432211
Purchaser 買方:

HK I.D./ Business Registration No. 身份證號碼 / 商業登記證號碼:

Purchaser's Correspondence/Registered Address 買方通訊/註冊地址:

Purchaser's Tel No. 買方電話號碼:

Name & Postal Address of the Development 發展項目名稱及郵寄地址:

Commune Modern 囍逸

28 Wo Fung Street, Fanling
粉嶺和豐街二十八號

Details of the Property (the "Property") 訂購物業("本物業")的資料:

座 Tower	樓 Floor	單位 Flat

Payment Term 付款方法:

The Purchase Price of the Property is 本物業的售價為:	HK 港幣\$	which shall be paid by the Purchaser to the Vendor in the manner as follows 並須由買方按以下方式付予賣方 -
Preliminary Deposit 臨時訂金	HK 港幣\$	equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement 即售價的 5% 於簽署本臨時合約時支付
Further Deposit 加付訂金	HK 港幣\$	shall be paid on or before 須於以下日子或之前支付: / /
Part Payment 部份售價	HK 港幣\$	shall be paid on or before 須於以下日子或之前支付: / /
Balance Payment 售價餘款	HK 港幣\$	shall be paid on or before the Date of Completion 須於成交日期或之前支付

Date of Completion
成交日期 / /

The Property is sold with vacant possession 本物業是以交吉交易

It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase ("the Agreement") to be executed 按訂約雙方的意向，本臨時合約將會由一份買賣合約(“正式合約”)取代，正式合約須 -

- (a) by the Purchaser on or before 由 / / (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and 或之前簽立(即本臨時合約的簽署日期之後的第五個工作日)；及
(b) by the Vendor on or before 由 / / (i.e. the eighth working day after the date on which this Preliminary Agreement is signed). 或之前簽立(即本臨時合約的簽署日期之後的第八個工作日)。

Received the Preliminary Deposit in the sum of HK\$ Cheque/Cashier Order, subject to Bank Clearance
上述所列臨時訂金經已收妥此據 交來支票/本票以銀行過數作實
Cheque / Cashier Order No. 支票 / 本票號碼:

The Vendor agrees to sell and the Purchaser agrees to purchase the Property on the foregoing terms and conditions and following "Other Terms and Conditions" 賣方及買方於此同意根據上述條款及下述其他條款及條件出售及購買本物業:

Other Terms and Conditions 其他條款及條件:

1. In this Preliminary Agreement 在本臨時合約中 -
 (a) "saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621); (b) "working day" has the meaning given by section 2(1) of that Ordinance; (c) the floor area of an item under clause 6 is calculated in accordance with section 8(3) of that Ordinance; and (d) the area of an item under clause 6 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
 (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) 第 6 條所指的項目的樓面面積，按照該條例第 8(3)條計算；及(d) 第 6 條所指的項目的面積，按照該條例附表 2 第 2 部計算。
2. The Preliminary Deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.
 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
3. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by * ~~the Vendor~~ / the Purchaser.
 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由*賣方/買方承擔。
4. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by * ~~the Vendor~~ / the Purchaser.
 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由*賣方/買方承擔。
5. If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed -
 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約 -
 (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.
 (a) 本臨時合約即告終止；
 (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。
6. The measurements of the Property are as follows 本物業的量度尺寸如下 -
 Please refer to the "Schedule 2" attached to this Preliminary Agreement. The "Schedule 2" forms part of this Preliminary Agreement.
 請參閱隨本臨時合約附上之「附表二」。「附表二」屬本臨時合約一部份。
7. The sale and purchase of the Property includes the fittings, finishes and appliances as follows -
 本物業買賣所包括的裝置、裝修物料及設備如下 -
 Please refer to the "Schedule 1" attached to this Preliminary Agreement. The "Schedule 1" forms part of this Preliminary Agreement.
 請參閱隨本臨時合約附上之「附表一」。「附表一」屬本臨時合約一部份。
8. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
 在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
9. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 10 and fully understands its contents.
 買方已確認收到第 10 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。
10. For the purposes of clause 9, the following is the "Warning to Purchasers" -
 就第 9 條而言，“對買方的警告”內容如下 -
 (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
 (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
 (c) YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.
 現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
 (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have 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。

11. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as stand.
買方購買本物業時完全知悉本物業及其內之裝置、裝修物料及設備之狀況，且接受本物業及其內之裝置、裝修物料及設備之現狀。
12. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “CRTPO”) and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO. 賣方和買方無意賦予任何第三者權利依據《合約（第三者權利）條例》（第 623 章）（“該條例”）強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。
(b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》（第 621 章）的情況下。
(c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者（在該條例定義）可依據該條例強制執行任何該等條款時：-
(i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and
本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷（倘若撤銷權存在），而該條例第 6(1)條將不適用於本臨時合約；及
(ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.
賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。
13. The Purchaser shall attend the office of the Vendor’s Solicitors (or the office of his own solicitors if he shall have instructed his own solicitors) within 5 working days after the date hereof during office hours to sign the Agreement of the Property prepared by the Vendor’s Solicitors in respect of which none of the terms of the Agreement is permitted to be altered in any way. Only the Purchaser who has signed this Preliminary Agreement will be permitted to sign the Agreement.
買方須於簽訂本臨時合約後在五個工作天內，於辦公時間到賣方律師行（若買方自行聘請律師，則到有關律師行）簽署一份正式合約，該正式合約是由賣方律師所訂有關本物業的正式合約。該正式合約內容買方一概不得更改。只有簽署本臨時合約之買方才能夠簽署正式合約。
14. The Agreement will provide that in the event of the Vendor, at the request of the Purchaser, agreeing at the Vendor’s own discretion to cancel the sale and purchase by way of cancellation agreement or any other means which has the effect of cancelling the Agreement or the obligations of the Purchaser thereunder, the Vendor shall be entitled to retain the sum of 10% of the Purchase Price of the Property and in addition, the Purchaser shall be liable for all legal costs, charges or disbursements (including stamp duty, if any) incurred by the Vendor in connection with the cancellation of the sale and purchase.
正式合約將訂明：如賣方就買方之要求按賣方酌情同意以合約或以其他任何方式取消正式合約或買方在正式合約下之責任，賣方有權於買方已付之樓價中保留相等於本物業售價百分之十之款項及買方須承擔賣方取消正式合約之律師費及有關費用（包括如須繳付之印花稅）。
15. It is hereby agreed and declared by the Purchaser and the Vendor that 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 in any manner whatever. No trustee, agent or nominee of any kind whatsoever of the Purchaser shall be accepted by the Vendor for the purpose of signing this Preliminary Agreement. Where the Purchaser is/are a company(ies), the Preliminary Agreement and the Agreement shall be signed by the same director(s) and the Purchaser shall not make or permit any change in any of the directors, shareholders or their shareholding in the Purchaser before execution of the Agreement and payment of the part payment of the Purchase Price payable upon signing of the Agreement.
買賣雙方同意並聲明本臨時合約只適用於買方本人，買方無權要求賣方與任何其他人士簽訂正式合約，亦無權以任何形式向第三方轉讓本臨時合約的利益。賣方將不接受買方的信託人、代理人或任何形式的提名人代其簽署本臨時合約。買方為公司者，須由相同之董事簽署臨時合約及正式合約，並於簽妥正式合約及未繳付於簽訂正式合約時須繳付的部份售價前不得變更或容許變更公司之董事或股東或其持股量。
16. The Purchaser shall solely bear and pay all legal costs and disbursements for the preparation, execution, stamping, completion and registration of this Preliminary Agreement, the Agreement and the Assignment and (a) a due proportion of the costs for the preparation of the Deed of Mutual Covenant and Management Agreement (“DMC”) and the plans to be attached to the DMC, (b) all costs for preparing certified copies of title deeds and documents of the Property, (c) all plan fees for plans to be annexed to the Agreement and the Assignment, (d) all stamp duty (including without limitation any “special stamp duty” and “buyer’s stamp duty” defined or to be defined in the Stamp Duty Ordinance and the new rates of ad valorem stamp duty, if applicable), registration fee and other disbursements on this Preliminary Agreement, the Agreement and the Assignment, and (e) all legal and other costs and disbursements in respect of any mortgage (if any) in respect of the Property. The Purchaser shall also, before being entitled to possession of the Property on completion, reimburse or pay to the Vendor or the management company advance payment of management fees, management fee deposits, debris removal fee, Special Fund and other miscellaneous deposit(s)/fund(s), etc. in accordance with the Agreement and the DMC. If the Purchaser instructs another firm of solicitors to act for him in the Agreement and the subsequent Assignment to the Purchaser, each of the Vendor and the Purchaser shall pay its own solicitors’ cost and disbursements of and

incidental to the preparation, completion, stamping and registration of the Agreement and the subsequent Assignment. For the avoidance of doubt, the Purchaser shall be responsible for the payment of items (a) to (e) listed above in any case.

於此買賣交易中買方須負責繳付所有有關擬備、簽訂、加蓋印花、完成交易及登記本臨時合約、正式合約及轉讓契的買方律師費及墊付費用及 (a) 有關草擬大廈公契及管理合約費用及附於該文件之圖則之費用的適當分攤; (b) 業權文件認正本之一切費用; (c) 本物業的正式合約及轉讓契之圖則費; (d) 一概有關本臨時合約、正式合約及轉讓契之印花稅(包括但不限於任何印花稅條例所定義或將定義之「額外印花稅」及「買家印花稅」及從價印花稅的新稅率(如適用))、登記費及其他支出費用; 及 (e) 本物業按揭 (如有) 之法律費用及其他支出。買方須在成交收樓之前, 按照正式合約及大廈公契暨管理合約向賣方或管理公司補還或繳付管理費上期預繳金額、管理費按金、裝修泥頭清理費、特別基金及其他按金/基金等。如果買方聘請其他律師而非由賣方的代表律師代表處理正式合約及轉讓契事宜, 則買賣雙方須負擔及支付各自的有關律師費和其他雜費。為免生疑, 買方在任何情況下均需負責支付上述 (a) 至 (e) 項。

17. All further deposits, part payments of the Purchase Price and the balance of the Purchase Price and stamp duty shall be paid by the Purchaser by way of a cashier's order issued or a cheque certified good for payment by a licensed bank in Hong Kong in favour of the Vendor's solicitors for the relevant amount.
加付訂金、售價的任何部份及餘款及印花稅, 必須以香港持牌銀行所發出的本票或書面保付的支票, 並以賣方律師行作抬頭人支付。
18. Time shall in every respect be of the essence of this Preliminary Agreement.
本臨時合約所列之時間或時限乃本合約要素, 必須嚴謹遵守。
19. The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.
若賣方在本物業的權益屬衡平法權益而非法定產業權, 買方不得提出反對。
20. The Vendor hereby reserves the right to amend the relevant plans in respect of the Property and/or the Development in accordance with the provisions of the Agreement provided that the Vendor shall have obtained the prior approval (if required) from the relevant governmental authority/authorities.
賣方在此保留根據正式合約修改與本物業和/或本發展項目有關的圖則的權利, 惟賣方將事先取得政府有關部門的批准(若需要)。
21. This Preliminary Agreement is not preceded by any unwritten sale agreement or agreement for sale, made between the same parties hereto and on the same terms and conditions hereof.
本臨時合約簽訂前, 買賣雙方並無以相同條款訂立任何非書面買賣協議或買賣協議。
22. The Purchaser shall inform the Vendor forthwith in writing of any changes in correspondence address or telephone number.
買方如有更改通訊地址或電話號碼, 須立即以書面通知賣方。
23. The Purchaser acknowledges that the air conditioning platform erected outside of the Property does not form part of the Property and form part of the common area of the Development.
買方確認知悉設於該物業以外的空調機平台並不屬於本物業的一部份, 該等空調機平台屬於發展項目的公用地方。

The Purchaser has read this Preliminary Agreement and fully understands and agrees the contents of this Preliminary Agreement.
買方已細閱此臨時合約, 並完全明白及同意其內容。

Purchaser's Signature
買方簽署

For and on behalf of the Vendor
Sino Real Estate Agency Limited
代表賣方簽署
信和地產代理有限公司

附表一 Schedule 1
裝置、裝修物料及設備

FITTINGS, FINISHES AND APPLIANCES

Internal Wall – 內牆	Emulsion paint. 乳膠漆。
Ceiling – 天花板	Emulsion paint. 乳膠漆。
Flooring – 地板	<p><u>2-Bedroom and 3-Bedroom Units</u> <u>兩房及三房單位</u> Timber flooring / natural stone for living room / dining room; 客廳/飯廳為木材地板/天然石材; Timber flooring for bedroom(s) / master bedroom. 睡房/主人睡房為木材地板。</p> <p><u>1-Bedroom and Studio Units</u> <u>一房及開放式單位</u> Tiles for living room / dining room / bedroom. 客廳/飯廳/睡房為瓷磚。</p>
Door – 門	Solid core timber door / hollow core timber door / door made of metal and glass / glass door. 實心木門/空心木門/金屬及玻璃門/玻璃門。
Bathroom – 浴室	Sanitary fitments are provided. Tiles, mirror and natural stone for wall; gypsum board and aluminum false ceiling; tiles for floor. 提供潔具。牆身鋪砌瓷磚、鏡及天然石材; 石膏板及鋁質假天花; 地板為瓷磚。
Kitchen – 廚房	<p>Tiles, glass panel and stainless steel for wall (except for open kitchen); 牆壁鋪砌瓷磚、玻璃板及不銹鋼飾面 (開放式廚房除外);</p> <p>Glass panel and plastic laminate panel for wall (for open kitchen); 牆壁鋪砌玻璃板及膠板飾面板 (開放式廚房);</p> <p>Gypsum board false ceiling; solid surface counter worktop; tiles for floor. 石膏板假天花; 地板鋪砌瓷磚; 灶台面為實體面料; 地板為瓷磚。</p>
Other Provisions – 其他設備	<p>i) Gas hob (for 2-Bedroom and 3-Bedroom Units), induction hob (for 1-Bedroom and Studio Units), cooker hood, refrigerator, microwave oven, washer & dryer; 煤氣煮食爐 (於兩房及三房單位)、電磁煮食爐 (於一房及開放式單位)、抽油煙機、雪櫃、微波爐、洗衣乾衣機;</p> <p>ii) Installed with gas water heater (for 2-Bedroom and 3-Bedroom Units), electric water heater (for 1-Bedroom and Studio Units), and exhaust fan; 裝設煤氣熱水爐 (於兩房及三房單位)、電熱水爐 (於一房及開放式單位) 及抽氣扇;</p> <p>iii) Air-conditioner for living room / dining room / bedroom(s) / master bedroom / store room(s). 客廳/飯廳/睡房/主人睡房/儲物房裝設冷氣機。</p>

附表二 Schedule 2

In this Schedule, only the measurements of the property(ies) selected to be purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement:

於本附表中，只有屬於買方於本臨時合約中選購之物業之量度尺寸方適用於本臨時合約：

大廈 Tower 1 座 Floor 25 樓 Flat B 單位

(a) 本物業的實用面積為 the saleable area of the Property is -

69.717	平方米 square metres/	750	平方呎，其中 square feet of which -
2.001	平方米 square metres/	22	平方呎為露台的樓面面積 square feet is the floor area of the balcony;
1.590	平方米 square metres/	17	平方呎為工作平台的樓面面積 square feet is the floor area of the utility platform;
--	平方米 square metres/	--	平方呎為陽台的樓面面積；及 square feet is the floor area of the verandah; and

(b) 其他量度尺寸為 other measurements are -

空調機房的面積為 the area of the air-conditioning plant room is	--	平方米 square metres/	--	平方呎 square feet;
窗台的面積為 the area of the bay window is	--	平方米 square metres/	--	平方呎 square feet;
閣樓的面積為 the area of the cockloft is	--	平方米 square metres/	--	平方呎 square feet;
平台的面積為 the area of the flat roof is	7.969	平方米 square metres/	86	平方呎 square feet;
花園的面積為 the area of the garden is	--	平方米 square metres/	--	平方呎 square feet;
停車位的面積為 the area of the parking space is	--	平方米 square metres/	--	平方呎 square feet;
天台的面積為 the area of the roof is	55.856	平方米 square metres/	601	平方呎 square feet;
梯屋的面積為 the area of the stairhood is	--	平方米 square metres/	--	平方呎 square feet;
前庭的面積為 the area of the terrace is	--	平方米 square metres/	--	平方呎 square feet;
庭院的面積為 the area of the yard is	--	平方米 square metres/	--	平方呎 square feet.

大廈 Tower 2 座 Floor 25 樓 Flat B 單位

(a) 本物業的實用面積為 the saleable area of the Property is -

43.118	平方米 square metres/	464	平方呎，其中 square feet of which -
2.136	平方米 square metres/	23	平方呎為露台的樓面面積 square feet is the floor area of the balcony;
1.500	平方米 square metres/	16	平方呎為工作平台的樓面面積 square feet is the floor area of the utility platform;
--	平方米 square metres/	--	平方呎為陽台的樓面面積；及 square feet is the floor area of the verandah; and

(b) 其他量度尺寸為 other measurements are -

空調機房的面積為 the area of the air-conditioning plant room is	--	平方米 square metres/	--	平方呎 square feet;
窗台的面積為 the area of the bay window is	--	平方米 square metres/	--	平方呎 square feet;
閣樓的面積為 the area of the cockloft is	--	平方米 square metres/	--	平方呎 square feet;
平台的面積為 the area of the flat roof is	7.745	平方米 square metres/	83	平方呎 square feet;
花園的面積為 the area of the garden is	--	平方米 square metres/	--	平方呎 square feet;
停車位的面積為 the area of the parking space is	--	平方米 square metres/	--	平方呎 square feet;
天台的面積為 the area of the roof is	35.505	平方米 square metres/	382	平方呎 square feet;
梯屋的面積為 the area of the stairhood is	--	平方米 square metres/	--	平方呎 square feet;
前庭的面積為 the area of the terrace is	--	平方米 square metres/	--	平方呎 square feet;
庭院的面積為 the area of the yard is	--	平方米 square metres/	--	平方呎 square feet.

附表二 Schedule 2

In this Schedule, only the measurements of the property(ies) selected to be purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement:

於本附表中，只有屬於買方於本臨時合約中選購之物業之量度尺寸方適用於本臨時合約：

大廈 Tower 2 座 Floor 25 樓 Flat D 單位

(a) 本物業的實用面積為 the saleable area of the Property is -

68.814	平方米 square metres/	741	平方呎，其中 square feet of which -
2.001	平方米 square metres/	22	平方呎為露台的樓面面積 square feet is the floor area of the balcony;
1.636	平方米 square metres/	18	平方呎為工作平台的樓面面積 square feet is the floor area of the utility platform;
--	平方米 square metres/	--	平方呎為陽台的樓面面積；及 square feet is the floor area of the verandah; and

(b) 其他量度尺寸為 other measurements are -

空調機房的面積為 the area of the air-conditioning plant room is	--	平方米 square metres/	--	平方呎 square feet;
窗台的面積為 the area of the bay window is	--	平方米 square metres/	--	平方呎 square feet;
閣樓的面積為 the area of the cockloft is	--	平方米 square metres/	--	平方呎 square feet;
平台的面積為 the area of the flat roof is	7.969	平方米 square metres/	86	平方呎 square feet;
花園的面積為 the area of the garden is	--	平方米 square metres/	--	平方呎 square feet;
停車位的面積為 the area of the parking space is	--	平方米 square metres/	--	平方呎 square feet;
天台的面積為 the area of the roof is	48.068	平方米 square metres/	517	平方呎 square feet;
梯屋的面積為 the area of the stairhood is	--	平方米 square metres/	--	平方呎 square feet;
前庭的面積為 the area of the terrace is	--	平方米 square metres/	--	平方呎 square feet;
庭院的面積為 the area of the yard is	--	平方米 square metres/	--	平方呎 square feet.

Declaration on Related Party 有關連人士聲明

Dear vendor(s), 致：賣方

Vendor 賣方: Bright Land Development Limited 暉龍發展有限公司

Development 發展項目: Commune Modern 薈逸

Address 地址: 28 Wo Fung Street, Fanling 粉嶺和豐街二十八號

Property 物業: Please refer to the Form of Tender 詳見投標表格

Purchaser 買方:

HKID No(s)/ Passport No(s)/ Business Registration No(s). 香港身份證號碼 / 護照號碼 / 商業登記證號碼:

Date 日期:

The Purchaser(s) hereby make the following declaration on related party: 買方確認作出以下關於有關連人士的聲明:

Are you a related party* to Bright Land Development Limited (the “vendor”) for the purpose of the Residential Properties (First-hand Sales) Ordinance (the “Ordinance”)? 就《一手住宅物業銷售條例》（「條例」）而言，買方是否暉龍發展有限公司（“賣方”）的有關連人士*?

Yes 是 ☐ / No 否 ☐ (Please “✓” 請選擇)

- * In respect of the Development and for the purpose of the Ordinance, a person is a related party to the vendor if the person is –
- (i) a director of that vendor, or a parent, spouse or child of such a director; (ii) a manager of that vendor; (iii) a private company of which such a director, parent, spouse, child or manager is a director or shareholder; (iv) an associate corporation or holding company of that vendor; (v) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or (vi) a manager of such an associate corporation or holding company.
- * 就發展項目及該條例而言，如有以下情況，某人即屬賣方的有關連人士：該人是 –
- (i) 該賣方的董事，或該董事的父母、配偶或子女；(ii) 該賣方的經理；(iii) 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；(iv) 該賣方的有聯繫法團或控股公司；(v) 上述有聯繫法團或控股公司的董事，或該董事的父母、配偶或子女；或(vi) 上述有聯繫法團或控股公司的經理。

Remarks:

“holding company of that vendor” means -

Tsim Sha Tsui Properties Limited, Sino Land Company Limited, King Chance Development Limited, Dwight Global Limited

“associate corporation”, in relation to a corporation or specified body, means -

(a) a subsidiary of the corporation or specified body; or

(b) a subsidiary of a holding company of the corporation or specified body;

“manager” has the meaning given by section 2(1) of the Companies Ordinance (Cap 622);

“private company” has the meaning given by section 11 of the Companies Ordinance (Cap 622); and

“subsidiary” means a subsidiary within the meaning of the Companies Ordinance (Cap 622).

備註:

“賣方的控股公司”指 –

尖沙咀置業集團有限公司、信和置業有限公司、會連發展有限公司、Dwight Global Limited

“有聯繫法團”就某法團或指明團體而言，指 –

(a) 該法團或指明團體的附屬公司；或

(b) 該法團或指明團體的控股公司的附屬公司；

“經理”具有《公司條例》(第622章)第2(1)條給予該詞的涵義；

“私人公司”具有《公司條例》(第 622 章)第 11 條給予該詞的涵義；及

“附屬公司”指《公司條例》(第 622 章)所指的附屬公司。

I/We declare that the above information is accurate and complete. 本人 / 吾等謹此聲明上述提供資料正確及完整。

Signed by the Purchaser(s) 買方簽署

**WARNING TO PURCHASERS
PLEASE READ CAREFULLY**

**對買方的警告
買方請小心閱讀**

Vendor 賣方: Bright Land Development Limited 暉龍發展有限公司

Development 發展項目: Commune Modern 囍逸

Address 地址: 28 Wo Fung Street, Fanling 粉嶺和豐街二十八號

Property 物業: Please refer to the Form of Tender 詳見投標表格

Purchaser 買方:

HKID No(s)/ Passport No(s)/ Business Registration No(s). 香港身份證號碼 / 護照號碼 / 商業登記證號碼:

Date 日期:

1. 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。
2. 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。
3. 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。
4. 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。
5. 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。

Dated this day of
公曆 年 月 日

Signature(s) of Purchaser(s) 買方簽署: _____

保證修繕缺漏函 Defects Warranty Letter**Vendor 賣方: Bright Land Development Limited 暉龍發展有限公司****Development 發展項目: Commune Modern 囍逸****Address 地址: 28 Wo Fung Street, Fanling 粉嶺和豐街二十八號****Property 物業: Please refer to the Form of Tender 詳見投標表格****Purchaser 買方:****HKID No(s)/ Passport No(s)/ Business Registration No(s). 香港身份證號碼 / 護照號碼 / 商業登記證號碼:****Date 日期:**

We refer to your purchase of the Property. Subject to and conditional upon your completion of the purchase of the Property directly from Bright Land Development Limited (“the Vendor”), in all aspects in accordance and in compliance with the formal Agreement for Sale and Purchase made between you and the Vendor (“ASP”) and becoming the registered owner of the Property, the Vendor is prepared to, but not in derogation from your rights under the ASP, at its own cost and as soon as reasonably practicable after its receipt of a written notice served by you within 3 years from the date of issuance of the certificate of compliance of the Development or consent to assign in respect of the relevant part of the Development in which the Property forms part (the “Time Limit”), whichever is earlier, remedy any defects to the Property (caused otherwise than by any act or neglect of you or your agent, contractor or resident, occupier or visitor of the Property), provided that:

本函是有關閣下購買該物業之事宜。在閣下按照閣下與暉龍發展有限公司(「賣方」)簽訂之正式買賣合約(「正式合約」)完成買賣並完全遵守其條款直接從賣方買入該物業及成為該物業之註冊業主為前提下，將在不減損閣下於正式合約下之權利下，賣方會於收到閣下於發展項目滿意紙或包括該物業之有關發展項目部份之轉讓同意書發出日起計的3年內(以較早者計)(「時限」)發出的書面通知後，在合理地切實可行的範圍內盡快自費就該物業欠妥之處作出補救(閣下或閣下的代理人、承辦商或該物業的住客、使用者或訪客的行為或疏忽所導致除外)，惟前提是：

1. You shall give prompt written notice to the Vendor within the Time Limit specifying the defects to the Property that should be ascertainable upon reasonable inspection. 閣下須盡快在時限內書面通知賣方有關該物業的欠妥之處，該欠妥之處應為在合理檢查下可以被確定。
2. The Vendor shall, at its own cost (by its contractor or by procuring other responsible parties) and as soon as reasonably practicable after receipt of your written notice served within the Time Limit, remedy the defects stated therein. The Vendor shall not by reason of this obligation be liable to any person(s) for any consequential loss or any loss of use of the Property or any fittings, finishes or appliances therein specified in the Sales Brochure (Printing Date: 27th May 2016). 賣方當收到於時限內發出的書面通知後，須要在合理地切實可行的範圍內，盡快自費(由其承包商或促使其他相關負責人士)就閣下於書面通知內列出的欠妥之處作出補救。賣方不須因此責任而向任何人士承擔任何因未能使用該物業或其售樓說明書(印刷日期: 2016年5月27日)中列出之裝置、裝修物料及設備的損失或其相應而生的損失。
3. This obligation does not cover any electrical appliances, furniture, plants or landscaping in, sold with the Property, nor to any wear and tear of the Property or any matter added to the Property after the completion of the sale and purchase. 此項責任不包括任何位於該物業內或隨該物業出售的電器、家具、花草植物或園藝設計，亦不包括任何該物業之損耗及在買賣完成後所增的事物。
4. The rights or benefits conferred on you upon the terms and conditions of this letter shall be personal to you solely and are non-assignable and non-transferable and will terminate automatically when you sell/transfer or contract to sell/transfer the Property. In any event the Vendor shall not be liable to your sub-purchaser(s), nominee(s) or assignee(s). 本函賦予閣下之權利或利益只屬閣下本人的，不得轉讓或轉移。當閣下出售/轉讓該物業或簽訂有關協議，該等權利及利益將會自動終止。賣方在任何情況下均不須向閣下之轉購人、被提名人或承讓人負責。
5. This obligation is given on an entirely without prejudice basis and as a gesture of goodwill of the Vendor. For the avoidance of doubt, the Vendor bears no liability to the Purchaser for any failure to perform this obligation. In case of any dispute in relation to this obligation of the Vendor herein mentioned, the decision of the Vendor shall be final and binding on you. 此項責任是在完全無損賣方及買賣雙方基礎及純為賣方之良好商譽而提供。為免生疑問，賣方無須為未能履行此項責任向買方負上任何責任或賠償任何損失。如對賣方於此項責任有任何爭議，賣方享有最終及具約束力的決定權。
6. Without prejudice to the generality of the foregoing, this obligation is not applicable to any defects caused by vandalism, wrongful act or negligence or normal fair wear and tear and the Vendor is not responsible for the remedy of any defects arising out of or resulting from improper operation or maintenance, or for defect or damage aggravated through failure or delay in giving notice to the Vendor. This obligation shall no longer be applicable if and when the subject matter of the defects has been altered, relocated or otherwise modified or varied, sold or disposed of. 在無損上述條款的通用性為前提下，此項責任是不包括任何蓄意、錯誤或疏忽或正常損耗造成的損壞，且賣方不會對因不恰當使用或管理造成、和因閣下未能及時通知賣方而加深的損壞作出執修。若閣下把該等有欠妥之處的事物更改或修改、重新安置、出售或丟棄，此項責任將會終止。
7. This obligation of the Vendor is conditional on the Purchaser giving to the Vendor and/or its authorized representative reasonable access to the Property. 賣方的責任須符合一項先決條件，即買方須讓賣方或其授權代理人合理地進入該物業。
8. This letter is independent of the Preliminary Agreement for Sale and Purchase of the Property (“PASP”) and ASP. Nothing herein shall supersede, vary or modify any terms or conditions of the PASP or the ASP. This letter shall not be construed to affect or prejudice the obligations, rights and remedies of the Vendor or you under the PASP or the ASP. In case the Vendor fails to observe or perform any of its obligations in this letter, the operation, validity or enforceability of any provision in the PASP or the ASP will not in any way be prejudiced, varied or affected, and you shall remain liable to and be bound to observe and perform all the terms and conditions in the PASP and the ASP. 本函獨立於有關該物業之臨時買賣合約(「臨時合約」)及正式合約，其任何內容均不取代、改變或修改臨時合約或正式合約中任何條款。本函不應被解釋為影響或損害臨時合約或正式合約下賣方或閣下之責任、權利或補償。倘賣方未能遵守或履行其在本函下之任何責任，臨時合約或正式合約中任何條款將不受影響、並維持不變、依舊有效及可予執行，而閣下仍有責任遵守及履行臨時合約及正式合約所有條款並受其約束。
9. In case of any dispute in relation to any terms and conditions of this letter, the Vendor shall have the right of final decision. 與本函任何條款有關的任何爭議，概由賣方享有最終決定權。
10. The Chinese translation of this letter is for reference purposes only. In case of any discrepancy, the English version shall prevail. 本函中文譯本僅供參考，如與英文版本有歧義，概以英文版本為準。

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

After due and careful consideration of the contents of this letter, I / we agree to accept the same and be bound by all the terms and conditions herein set out. 經適當及仔細考慮本函內容後，本人／我等同意接受本函所有條款並受其約束。

Signed by the Purchaser(s)
買方簽署

Signed for and on behalf of the Vendor 代表賣方簽署
Sino Real Estate Agency Ltd. 信和地產代理有限公司

Name(s) of the Purchaser(s):

Vendor's Information Form 賣方資料表格

The Development 發展項目	Commune Modern 囍逸 28 Wo Fung Street, Fanling 粉嶺和豐街二十八號
The Property 該物業	Flat B Floor 25 Tower 1 of Commune Modern 囍逸 大廈 1 座 25 樓 B 單位
The Vendor 賣方	Bright Land Development Limited 暉龍發展有限公司

- (a) The amount of the management fee that is payable for the Property: HK\$2,853.00 per month
須就該物業支付的管理費用的款額: 每月港幣\$2,853.00
- (b) The amount of the Government rent (if any) that is payable for the Property: HK\$2209.5 (October to December 2019)
須就該物業繳付的地稅(如有的話)的款額: 港幣\$2209.5 (2019 年 10 月至 12 月季度)
- (c) The name of the owners' incorporation (if any): None
業主立案法團(如有的話)的名稱: 沒有
- (d) The name of the manager of the Development: Sino Estates Management Limited
發展項目的管理人的姓名或名稱: 信和物業管理有限公司
- (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 Development: Nil
賣方自政府或管理處接獲的關乎該發展項目中的住宅物業的擁有人須分擔的款項的任何通知: 沒有
- (f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development: Nil
賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將該發展項目的任何部分恢復原狀的任何通知: 沒有
- (g) Any pending claim affecting the Property that is known to the Vendor: Nil
賣方所知的影響該物業的任何待決的申索: 沒有

Date of printing /印製日期: 8/11/2019

I/We, the undersigned, hereby acknowledge receipt of a copy of this Vendor's Information Form and fully understand the contents thereof prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property.

本人 / 我們, 即下述簽署人, 謹此確認在簽署該物業之臨時買賣合約之前, 本人 / 我們已收到此份賣方資料表格及完全明白其內容。

Signed by Purchaser(s) 買方簽署

Name of Purchaser(s):

買方姓名:

Date 日期:

Vendor's Information Form 賣方資料表格

The Development 發展項目	Commune Modern 囍逸 28 Wo Fung Street, Fanling 粉嶺和豐街二十八號
The Property 該物業	<u>Flat B Floor 25 Tower 2</u> of Commune Modern 囍逸 大廈 2 座 25 樓 B 單位
The Vendor 賣方	Bright Land Development Limited 暉龍發展有限公司

- (a) The amount of the management fee that is payable for the Property: HK\$1,764.00 per month
須就該物業支付的管理費用的款額: 每月港幣\$1,764.00
- (b) The amount of the Government rent (if any) that is payable for the Property: HK\$1478.7 (October to December 2019)
須就該物業繳付的地稅(如有的話)的款額: 港幣\$1478.7 (2019 年 10 月至 12 月季度)
- (c) The name of the owners' incorporation (if any): None
業主立案法團(如有的話)的名稱: 沒有
- (d) The name of the manager of the Development: Sino Estates Management Limited
發展項目的管理人的姓名或名稱: 信和物業管理有限公司
- (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 Development: Nil
賣方自政府或管理處接獲的關乎該發展項目中的住宅物業的擁有人須分擔的款項的任何通知: 沒有
- (f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development: Nil
賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將該發展項目的任何部分恢復原狀的任何通知: 沒有
- (g) Any pending claim affecting the Property that is known to the Vendor: Nil
賣方所知的影響該物業的任何待決的申索: 沒有

Date of printing /印製日期: 8/11/2019

I/We, the undersigned, hereby acknowledge receipt of a copy of this Vendor's Information Form and fully understand the contents thereof prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property.

本人 / 我們, 即下述簽署人, 謹此確認在簽署該物業之臨時買賣合約之前, 本人 / 我們已收到此份賣方資料表格及完全明白其內容。

Signed by Purchaser(s) 買方簽署

Name of Purchaser(s):

買方姓名:

Date 日期:

Vendor's Information Form 賣方資料表格

The Development 發展項目	Commune Modern 囍逸 28 Wo Fung Street, Fanling 粉嶺和豐街二十八號
The Property 該物業	<u>Flat D Floor 25 Tower 2</u> of Commune Modern 囍逸 大廈 2 座 25 樓 D 單位
The Vendor 賣方	Bright Land Development Limited 暉龍發展有限公司

- (a) The amount of the management fee that is payable for the Property: HK\$2,778.00 per month
須就該物業支付的管理費用的款額: 每月港幣\$2,778.00
- (b) The amount of the Government rent (if any) that is payable for the Property: HK\$2124 (October to December 2019)
須就該物業繳付的地稅(如有的話)的款額: 港幣\$2124 (2019 年 10 月至 12 月季度)
- (c) The name of the owners' incorporation (if any): None
業主立案法團(如有的話)的名稱: 沒有
- (d) The name of the manager of the Development: Sino Estates Management Limited
發展項目的管理人的姓名或名稱: 信和物業管理有限公司
- (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 Development: Nil
賣方自政府或管理處接獲的關乎該發展項目中的住宅物業的擁有人須分擔的款項的任何通知: 沒有
- (f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development: Nil
賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將該發展項目的任何部分恢復原狀的任何通知: 沒有
- (g) Any pending claim affecting the Property that is known to the Vendor: Nil
賣方所知的影響該物業的任何待決的申索: 沒有

Date of printing /印製日期: 8/11/2019

I/We, the undersigned, hereby acknowledge receipt of a copy of this Vendor's Information Form and fully understand the contents thereof prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property.

本人 / 我們, 即下述簽署人, 謹此確認在簽署該物業之臨時買賣合約之前, 本人 / 我們已收到此份賣方資料表格及完全明白其內容。

Signed by Purchaser(s) 買方簽署

Name of Purchaser(s):

買方姓名:

Date 日期:

Acknowledgement Letter for Properties Viewing 物業參觀確認函**Development 發展項目:** Commune Modern 囍逸**Address 地址:** 28 Wo Fung Street, Fanling 粉嶺和豐街二十八號**Property 物業:** Please refer to the Form of Tender 詳見投標表格**Purchaser 買方:****HKID No(s)/ Passport No(s)/ Business Registration No(s).** 香港身份證號碼 / 護照號碼 / 商業登記證號碼:**Date 日期:**

I / We, the undersigned, hereby confirm the following matters prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property 本人／我們即下述簽署人，在簽署該物業之臨時買賣合約之前謹此確認以下事項：

Please specify 請選擇:

A. ☐ I / We hereby confirm that the Vendor has made the Property available for viewing by me / us prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property 本人／我們確認於簽署該物業之臨時買賣合約之前，賣方已開放該物業供本人／我們參觀：

☐ and I / we have viewed the Property on the date stated below prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property 且本人／我們已於下述日期於簽署該物業之臨時買賣合約之前參觀過該物業。

Date of viewing of the Property 參觀該物業日期: _____

OR 或

☐ but after due consideration and out of my / our own free will and choice I / we decided not to view the Property prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property 但經充份考慮後本人／我們自主選擇決定於簽署該物業之臨時買賣合約之前不參觀該物業。

B. ☐ I / We hereby confirm that since it is not reasonably practicable for the Property to be viewed by me / us the Vendor has made the comparable residential property stated below available for viewing by me / us prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property 本人／我們確認由於開放該物業予本人／我們參觀並非合理地切實可行，於簽署該物業之臨時買賣合約之前，賣方已開放下述與該物業相若的住宅物業供本人／我們參觀：

☐ and I / we have viewed the comparable residential property on the date stated below prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property 且本人／我們已於下述日期於簽署該物業之臨時買賣合約之前參觀過與該物業相若的住宅物業。

Date of viewing of the comparable residential property 參觀與該物業相若的住宅物業日期: _____

OR 或

☐ but after due consideration and out of my / our own free will and choice I / we decided not to view the comparable residential property prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property 但經充份考慮後本人／我們自主選擇決定於簽署該物業之臨時買賣合約之前不參觀與該物業相若的住宅物業。

comparable residential property 與該物業相若的住宅物業：

發展項目 Tower 大廈 _____ Floor 樓 _____ Flat 室 _____ of the Development

Signature of Purchaser(s) / 買方簽署

Personal Information Collection Statement (“PICS”)

收集個人資料聲明（「本聲明」）

Development 發展項目: Commune Modern 囍逸

Address 地址: 28 Wo Fung Street, Fanling 粉嶺和豐街二十八號

Property 物業: Please refer to the Form of Tender 詳見投標表格

Purchaser 買方:

HKID No(s)/ Passport No(s)/ Business Registration No(s). 香港身份證號碼 / 護照號碼 / 商業登記證號碼:

Date 日期:

Sino Real Estate Agency Limited (“SREAL”) will use your personal data (including name, correspondence addresses, email addresses and telephone numbers) for the purposes of processing the sale and purchase of the Property, communication with you and provision of information to you in relation to the Property. You have to provide the personal data requested. If you fail to provide the requested personal data, the Vendor will be unable to process the sale and purchase of the Property for you. 信和地產代理有限公司（「信和地產」）將會使用閣下的個人資料(包括姓名、通訊地址、電郵地址及電話)，作為處理本物業買賣、與閣下通訊及向閣下提供有關本物業資訊等用途。閣下須提供以上要求的個人資料。如閣下未能提供所要求的個人資料，賣方就不能為閣下處理本物業買賣。

SREAL may transfer your personal data to Sino Group and/or its subsidiaries and/or associates (collectively the “Group”) for the above purposes. 信和地產可把閣下的個人資料轉交信和集團及/或旗下附屬公司及/或聯營公司（統稱「本集團」）作上述用途。

Your personal data may be used for direct marketing activities from us and, upon the transfer / provision of data, within the Group. We may not use, transfer or provide your personal data for direct marketing activities unless we have received your consent (or your indication of no objection). 我們會使用你的個人資料進行直接促銷活動，及經轉移/提供後僅予信和集團及/或旗下附屬公司及/或聯營公司作直接促銷活動。除非獲得你的同意（或你表示不反對），我們不會使用、轉移或提供你的個人資料作直接促銷活動。

- ☐ **Please therefore “✓” the box in the left if you do not wish us to transfer or provide your personal data to any other company and/or subsidiary and/or associate of the group for direct marketing activities which include sending you marketing/ promotion materials for products, services, activities, facilities, benefits and/or information relating to the following areas:** 因此，你不欲將你的個人資料轉移或提供予本集團旗下任何公司及/或附屬公司及/或聯營公司作直接促銷活動，包括發送以下範疇內有關的產品、服務、活動、設施、優惠及/或資訊的市務推廣資料，請在左邊方格填上「✓」。

Property Investment, Leasing and Sales; Retail Promotion; Corporate Information; Cultural, Leisure and Entertainment; Environmental Protection; Property Management, Cleaning, Security and Parking Services; Hotels, Yacht and Country Club; Sino Club 物業投資、租賃、銷售；零售推廣；企業資訊；文化、康樂及娛樂；環保；物業管理、清潔、保安及泊車服務；酒店、遊艇及俱樂部；信和薈

If you do not tick the box above and sign this PICS, you will be regarded as giving us written consent. We will make use of your personal data provided in this PICS for direct marketing activities in the aforesaid areas. 如你沒在上方空格填上剔號並在本聲明上簽署，即代表你給予我們書面同意，確認我們可使用你在本聲明內所提供的個人資料，作直接促銷活動。

You can opt out of receiving any promotional message or request to access or correct your personal data held by us at any time if you so wish, please notify us via: 你可隨時決定不再收取任何推廣信息，查閱或更改我們持有閣下的個人資料。如你如此決定，請透過以下方法通知我們：

Making a written request to 11-12/F, Tsim Sha Tsui Centre, Salisbury Road, Tsim Sha Tsui, Kowloon, and Hong Kong. 書面提出送交香港尖沙咀梳士巴利道尖沙咀中心 11-12 樓

We will keep your personal data only for as long as necessary to fulfil the purpose for which the data was collected. We may also retain archived personal data for statistical purposes. Personal data which is no longer required will be destroyed. 我們只會在貫徹收集閣下個人資料的用途所需的時間內保存該等資料。我們亦可保留存檔個人資料作統計用途。無需再保留的個人資料將被銷毀。

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

Signed by the Purchaser
買方簽署

ACKNOWLEDGEMENT LETTER
REGARDING Ad Valorem Stamp Duty Benefit
關於代繳從價印花稅優惠確認書

Development 發展項目: Commune Modern 蘭逸

Address 地址: 28 Wo Fung Street, Fanling 粉嶺和豐街二十八號

Property 物業: Please refer to the Form of Tender 詳見投標表格

Purchaser 買方:

HKID No(s)/ Passport No(s)/ Business Registration No(s). 香港身份證號碼 / 護照號碼 /商業登記證號碼:

Date 日期:

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

本人/我們特此確認及聲明，本人/我們簽署該物業的臨時買賣合約(「臨時合約」)前已清楚明白及接受下列事項:-

1. “Ad Valorem Stamp Duty Benefit” (the “Stamp Duty Benefit”) means: Subject to me/our full observance and performance of and compliance with the terms and conditions set out in this Letter, I/we shall be entitled to the Stamp Duty Benefit, which is equal to the actual amount of ad valorem stamp duty payable on the formal agreement for sale and purchase of the Property (the “Agreement”) or 3.75% of the purchase price stipulated in the Agreement, whichever is lower. In case of dispute, the Vendor has the absolute right to determine the amount of the Stamp Duty Benefit and such determination shall be final and binding on me/us.

「代繳從價印花稅優惠」(「印花稅優惠」)指：在本人/我們完全遵守、履行及符合本函所列的條款及條件的前提下，本人/我們將享有印花稅優惠(相等於該物業之正式買賣合約(「該合約」)應付之從價印花稅的實際金額或該合約所列明之售價的 3.75%，以較低者為準。在有爭議的情況下，賣方擁有決定印花稅優惠的金額的絕對權利，而該決定將是最終決定並對本人/我們具有約束力。

2. I/We hereby declare that the Stamp Duty Benefit shall be used for the purpose of payment of the ad valorem stamp duty on the Agreement only.

本人/我們在此表明印花稅優惠只作繳付該合約之從價印花稅之用。

3. If I/we choose to instruct solicitors other than the Vendor’s solicitors to act for me/us in respect of the purchase of the Property, subject to the provision by my/our solicitors to the Vendor’s solicitors of (i) a written confirmation of the actual amount of ad valorem stamp duty payable on the Agreement and (ii) an undertaking to provide documentary evidence of due payment of all ad valorem stamp duty of the exact amount stated in the said written confirmation within 30 days after the date of stamping of the Agreement by my/our solicitors to Vendor’s solicitors, the Stamp Duty Benefit in the form of a cheque for the amount of the Stamp Duty Benefit calculated in accordance with clause 1 of this Letter made payable to “The Government of the HKSAR” will be delivered by the Vendor’s solicitors to my/our solicitors.

若本人/我們選擇委託賣方代表律師以外的律師就購買該物業一事代表本人/我們，在本人/我們的代表律師向賣方代表律師提供 (i) 該合約應付之從價印花稅的實際金額的書面確認及 (ii) 承諾於該合約加蓋印花之日期後 30 日內向賣方代表律師提供已按時付清金額為上述書面確認之確切金額之所有從價印花稅的書面證明的前提下，賣方代表律師將向本人/我們的代表律師送達一張金額為根據本函第 1 條所計算之印花稅優惠之金額的支票，抬頭為“The Government of the HKSAR”。

4. I/We acknowledge that the Vendor’s solicitors will not accept any undertaking imposed on the Vendor or the Vendor’s solicitors for the delivery of the said cheque or the Stamp Duty Benefit within any stated period of time. If the amount of the Stamp Duty Benefit paid by the Vendor is more than the actual amount of ad valorem stamp duty payable on the Agreement, I/we shall return the difference therein to the Vendor forthwith and in any event such return shall be made no later than 30 days after the date of

stamping of the Agreement. The Vendor reserves all rights to claim for the loss and damages as a result of overpayment of the Stamp Duty Benefit due to my/our or my/our solicitors' default.

本人/我們知悉賣方代表律師將不會接受任何施加於賣方或賣方代表律師有關在任何指定時限內送達上述支票或印花稅優惠的承諾。若賣方所付之印花稅優惠之金額多於該合約應付之從價印花稅之實際金額，本人/我們須立即向賣方退回其差額，於任何情況下，該差額均須於該合約加蓋印花後之 30 日內退回給賣方。賣方保留申索因本人/我們或本人/我們的代表律師的過失導致賣方多付印花稅優惠而造成之損失及損害的所有權利。

5. I/We hereby declare the following (Please put a “✓” the in following box(es) as appropriate):

本人/我們在此作出以下聲明 (請在適當的空格內加“✓”):

- ☐ As at the date of the Preliminary Agreement, I(_____) / We (_____) was/were a Hong Kong permanent resident within the meaning of section 29A(1) of the Stamp Duty Ordinance.

在臨時合約的簽立日期，本人(_____) / 我們(_____) 屬《印花稅條例》第 29A(1)條所指的香港永久性居民。

- ☐ I/We acquired the Property on my/our own behalf.

本人是代表自己行事以取得該物業。

- ☐ As at the date of the Preliminary Agreement, I(_____) / we(_____) was not the beneficial owner of any other residential property in Hong Kong or any share or part thereof.

在臨時合約的簽立日期，本人(_____) / 我們(_____) 並非任何其他香港住宅物業的實益擁有人，包括其中的任何份數或部分的實益擁有人。

6. The Stamp Duty Benefit is provided to me/us subject to the full observance and performance of and compliance with the terms and conditions as set out in this Letter, the Preliminary Agreement and the Agreement and upon the making of all payments under the Stamp Duty Benefit by the Vendor, the Vendor's obligation in relation to the provision of the Stamp Duty Benefit under this Letter, if any, shall be absolutely discharged, even if the amount of ad valorem stamp duty payable on the Agreement exceeds the amount of the Stamp Duty Benefit.

印花稅優惠是在完全遵守、履行及符合本函、臨時合約及該合約所列的條款及條件的前提下向本人/我們提供，賣方就本函下提供印花稅優惠的責任(如有)將在賣方作出印花稅優惠下之所有付款時完全解除，即使該合約應付之從價印花稅之金額多於印花稅優惠之金額。

7. If I/we fail to observe, perform or comply with any of the terms and conditions contained in this Letter, the Preliminary Agreement or the Agreement or to complete the purchase the Property or to pay the balance of the purchase price of the Property in accordance with the terms and conditions of the Agreement, I/we shall no longer be entitled to the Stamp Duty Benefit and shall at the option of the Vendor:

若本人/我們未能遵守、履行及符合本函、臨時合約或該合約內的任何條款及條件或未能完成購買該物業或未能按照該合約的條款及條件付清該物業之售價之尾數，本人/我們將不能享有印花稅優惠並須按賣方選擇：

- (a) Forthwith pay to the Vendor an amount equivalent to the Stamp Duty Benefit paid by the Vendor; or 立即向賣方支付一筆相等同賣方已支付之印花稅優惠之款項；或
- (b) Forthwith carry out all steps and actions the Vendor requires to assist the Vendor to obtain a refund of the paid ad valorem stamp duty on the Agreement from the competent authorities and furnish the

Vendor with all documents that are necessary for the aforesaid refund upon the Vendor's request.

立即採取一切賣方要求之步驟及行動協助賣方從有關當局退回已付之該合約應付之從價印花稅及應賣方要求向賣方提供所有上述退款所需之文件。

- (c) For the purpose of paragraph 7(b) of this Letter and to secure full refund of the Stamp Duty Benefit to the Vendor, I/we hereby irrevocably authorize the Vendor to make an application to obtain a refund of the paid ad valorem stamp duty on the Agreement from the competent authorities, to utilize such refund to repay the Vendor the amount of the Stamp Duty Benefit paid before returning me/us the excess over the Stamp Duty Benefit (if any) and to do all acts incidental to the said application.

就本函第 7(b)段及就保障賣方得到印花稅優惠之全數退款，本人/我們在此不可撤回地授權賣方向有關當局申請獲得就該合約已支付之從價印花稅之退款，及利用該退款以向賣方償還賣方已支付之印花稅優惠之金額，及其後將餘額(如有)退回給本人/我們，及作出任何上述申請附帶的行為。

8. For the avoidance of doubt, it is my/our duty as the Purchaser of the Property to pay all stamp duty, including but not limited to ad valorem stamp duty, buyer stamp duty, additional stamp duty (if any) and penalty imposed by the Stamp Office (if applicable). The Stamp Duty Benefit is only a subsidy offered by the Vendor and the Vendor will under no circumstance be liable for any delay in offering the Stamp Duty Benefit or be responsible for any penalty or loss if there is any late payment of the Stamp Duty Benefit (or any part thereof) for whatever reason.

為免生疑問，本人/我們作為該物業之買方有責任支付所有印花稅，包括但不限於從價印花稅、買家印花稅、額外印花稅(如有)及印花稅署徵收之罰款(如適用)。印花稅優惠乃屬賣方提供之補貼，賣方在任何情況下均不須就提供印花稅優惠之任何延遲或因任何原因導致印花稅優惠之延遲支付而造成之任何罰款或損失負責。

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

本函獨立於臨時合約及該合約，本函任何內容均不得視作取替或更改臨時合約或該合約內的任何條款及/或條件。賣方在臨時合約及該合約下之所有權利及補救方法均不受本函影響。本函任何內容或本函任何一方未能遵守或履行其於本函下之任何責任均不會以任何方式損害、變更或影響臨時合約或該合約的運作、有效性或可強制執行性或臨時合約或正式合約各方的權利、義務或責任。為免生疑問，若賣方未能履行其於本函內之責任，本人/我們仍須遵守及履行臨時合約及該合約的所有條款及條件及按臨時合約及該合約的條款完成購買該物業。所有按或就本函提出的或與本函有關連的而可由閣下對賣方提出的申索，只能是為取得損害賠償的申索。

10. It is expressly provided that the Contracts (Rights of Third Parties) Ordinance (Cap.623) shall not apply to this Letter and nothing herein will create rights under the said Ordinance.

僅此明文說明合約(第三者權利)條例(第 623 章)不適用於本函及本函沒有授予任何該條例下的權利。

11. All the rights and benefits conferred on me/us upon the terms and conditions of this Letter are non-assignable and non-transferrable and can only be exercised and enjoyed by me/us personally.
所有根據本函條款及條件賦予我/我們之權利及優惠均不能轉讓及轉移，及只能由本人/我們本人行使及享用。
12. I/We understand that I/we may have to notify my bank of the Stamp Duty Benefit in the mortgage application process. The bank may take into account the Stamp Duty Benefit in determining the loan amount.
本人/我們明白本人/我們在按揭申請中可能需要通知本人/我們的銀行有關印花稅優惠的安排。銀行決定提供貸款額時可能會考慮印花稅優惠。
13. In case of dispute, the Vendor reserves all rights to make the final decision on all matters arising from this Letter and such decision shall be binding on me/us.
如有爭議，賣方有全權就本函引起之所有事宜作最有決定，該決定對本人/我們有約束力。
14. The Chinese translation of this Letter is for reference purpose only. In case of any disputes, the English version shall prevail.
本函中文譯本僅供參考，如與英文版本有異，概以英文版本為準。

Signed by the Purchaser(s)
買方簽署
