

<p>招標文件第 9 號 Tender Document No. 9</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

133 PORTOFINO
西貢康健路 133 號
(丈量約份第215約地段第1181號段(「該地段」))
的以下單位

The following House(s) of 133 PORTOFINO,
133 Hong Kin Road, Sai Kung
(Lot No. 1181 in D.D. No. 215 (“the Lot”))

House 洋房
5

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相關銷售安排資料
(但物業已出售或若在招標截止時限前物業已被撤回則除外)

**DATE AND TIME OF TENDER COMMENCEMENT AND TENDER CLOSING ARE SET OUT
IN THE RELEVANT INFORMATION ON SALES ARRANGEMENTS
(UNLESS THE PROPERTY(IES) IS/ARE SOLD OR THE PROPERTY(IES) HAS/HAVE BEEN
PREVIOUSLY WITHDRAWN)**

投標時須採用指定的**投標表格**，並須於相關銷售安排資料中列明的招標期間內，將填妥的投標書放入普通信封內密封（信封上清楚註明「**133 PORTOFINO 投標書**」）並提交至相關銷售安排資料中列明的售樓處（「售樓處」）。

Tenders must be submitted with the specified **Form of Tender**, in a sealed plain envelope clearly marked “**Tender for 133 PORTOFINO**”, and must be submitted to the sales office as specified in the relevant Information on Sales Arrangements (“Sales Office”) during the tender period as set out in the relevant Information on Sales Arrangements.

招標公告
TENDER NOTICE

1. 悅紀有限公司(「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」)。

Joy Rise 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)

133 PORTOFINO (「發展項目」)
西貢康健路 133 號
(丈量約份第215約地段第1181號段)
的以下單位

The following House(s) of
133 PORTOFINO (the “Development”),
133 Hong Kin Road, Sai Kung
(Lot No. 1181 in D.D. No. 215)

House 洋房
5

註: 有意遞交本物業的投標書的人士敬請檢視發展項目的最新成交紀錄冊, 以知悉本物業在某一出售日期是否仍然可供出售。雖然本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本物業的投標書, 本物業可能於該出售日期內的期間或之後變為不再可供出售。在此情況下, 賣方將拒絕接受本物業之其他要約。另請注意, 發展項目的成交紀錄冊在賣方接納本物業的投標書後未必能即時更新。

Note: Persons interested in submitting tenders of the Property are reminded to read the latest register of transactions of the Development so as to ascertain whether the Property is still available for tender on a date of sale. Although the Property may be available for tender on a date of sale, it may become unavailable during or after that date of sale because the Vendor may accept a tender within the acceptance period after the close of that previous tender exercise. In such event, the Vendor will reject offer(s) for purchase of the Property. Please also note that the register of transactions of the Development may not be updated immediately after the Vendor accepts a tender.

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，以及變更、修訂或修改本招標公告和投標表格的任何部份。賣方無須就該等更改另行通知投標者。
The Vendor has the absolute right and discretion to change the tender closing date and/or time of the tender, and to modify, amend or revise any part of this Tender Notice and the Form of Tender from time to time by amending the Information on Sales Arrangements relating to the Property. The Vendor is not obliged to separately notify the tenderers of such change.
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（「正式合約」），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 (the “Agreement”) 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，在本投標過程中並不代表任何投標者。
The Vendor’s Solicitors, Woo Kwan Lee & Lo, 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「**133 PORTOFINO 投標書**」；以及
enclosed in a sealed plain envelope clearly marked on the outside of the envelope with the words “**Tender for 133 PORTOFINO**”; and
- (c) 於下述招標期間內，提交至位於售樓處內的投標箱：
submitted to the Tender Box located at the Sales Office during the tender period set out below:

招標開始日期及時間：

Commencement date and time of the tender:

載於相關銷售安排資料。

As set out in the relevant Information on Sales Arrangements.

招標截止日期及時間：

Closing date and time of the tender:

載於相關銷售安排資料。

As set out in the relevant Information on Sales Arrangements.

凡於相關銷售安排資料的任何出售日中的出售時間內天文台發出八號或更高熱帶氣旋警告信號或黑色暴雨警告時，該出售日的截標日期及截標時間將順延至下一個天文台沒有發出八號或更高熱帶氣旋警告信號或黑色暴雨警告的出售日的相關日期及時間。

In the case where a Tropical Cyclone Warning Signal No.8 or above is hoisted or Black Rainstorm Warning is issued during the time of sale on any date of sale under the relevant Information on Sales Arrangements, the tender closing date and the tender closing time of that date of sale will be postponed to the relevant date and time of the next date of sale where no Tropical Cyclone Warning Signal No.8 or above is hoisted or Black Rainstorm Warning is issued.

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) 一張或多張由根據《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）的5%以作為臨時訂金，而上述所有銀行本票抬頭為「胡關李羅律師行」。

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

- (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)。
The “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)。
The “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「收集個人資料聲明」(按照**附件 F** 所列的格式)。
The “Personal Information Collection Statement” (in the form annexed hereto as **Appendix F**) duly signed by the tenderer.

- (f) 已由投標者簽署的「賣方資料表格」(按照**附件G**所列的格式)。
The “Vendor’s Information Form” (in the form annexed hereto as **Appendix G**) duly signed by the tenderer.

- (g) 已由投標者簽署的「物業參觀確認函」(按照**附件H**所列的格式)。
The “Acknowledgement Letter for Properties Viewing” (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函」(按照**附件I**所列的格式)。
The “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) 投標人的身份證明文件副本。如投標人為個人，指香港身分證（如不適用，則指其他有效的身份證明文件（如護照）；如投標人為公司，指公司註冊證明書、商業登記證、最近之董事名冊、最近之股東名冊、最近之周年申報表。請注意：上述文件須由投標人的至少一位董事簽署。於簽定本物業的正式合約前，投標人的董事及／或股東不可作出轉變。

A copy of the tenderer's identification document(s). If the tenderer is an individual, the HKID card and where not applicable, other valid identification document such as the passport. If the tenderer is a company, the Certificate of Incorporation, the Business Registration Certificate, the latest register of directors, the latest register of shareholders and the latest annual return. Please note that the above documents must be signed by at least one of the directors of the tenderer. There shall not be any change in director(s) and / or shareholder(s) of the tenderer before the signing of the Agreement of the Property.

簽署本第5段提及之文件（除第(5)(d)段的「保證修繕缺漏函」外）時，請填上簽署日期。

Please date the documents listed in this paragraph 5 (except the "Defects Warranty Letter" under paragraph (5)(d)) when you sign the same.

6. 在賣方尚未決定接受任何要約前，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，隨該投標書附上的銀行本票將作兌現及將視作臨時合約中提述之臨時訂金。其他落選投標者的銀行本票賣方將於下文第8條所定義的指定日期起計14天內，按投標書所載之地址以平郵方式退還予該投標者，一切郵遞涉及之風險由投標者承擔。

All cashier order(s) submitted by the tenderers will be retained uncashed until the Vendor has decided to accept any offer. If a tender is accepted, the cashier order(s) submitted therewith will be cashed and will be treated as the Preliminary Deposit under the Preliminary Agreement. For the cashier order(s) of those unsuccessful tenderers, the Vendor will return the cashier order(s) to that tenderer by ordinary post at the sole risk of the tenderer to the address specified in the tender, on or before the 14th day from the Specified Date as defined in paragraph 8 below.

7. 如任何已提交的標書是帶有其他條件或前提或與本文件所載或附有的表格不符，賣方有權不予考慮。

The Vendor reserves its right not to consider any tender submitted which is qualified by other terms, or is conditional or is not in conformity with the forms herein contained or enclosed.

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七個工作天下午6時正或之前（「指定日期」）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 7th working day after the closing date of the tender (the "Specified 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、電話或電郵至投標書填上之地址／電話號碼／電郵地址或以其他任何有效方法接受中標者之要約。賣方接受要約後，將盡快向中標者交回經賣方簽立且日期為不後於指定日期之臨時合約一份；

the Vendor may accept the offer of the successful tenderer by post, telephone or email

to the address/ telephone numbers / email address specified in his Form of Tender or by any other effective means. After the acceptance of the offer, the Vendor will return to the successful tenderer one duplicate of the Preliminary Agreement executed by the Vendor dated no later than the Specified Date as soon as practicable;

- (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擬備的正式合約，該正式合約的條款不得修改。正式合約的標準格式可於招標期間在售樓處審閱。
the Purchaser shall sign the Agreement in the form prepared by the Vendor's Solicitors within five (5) working days after the date of the Preliminary Agreement and none of the terms thereof may be altered. The standard form of the Agreement is available for inspection during the tender period at the Sales Office.

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，請致電熱線電話 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. Please call our hotline at 2721 8388 for any enquiries.

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" mentioned in the Preliminary Agreement is attached hereto as **Appendix D**.

13. 賣方建議投標者可參閱發展項目的售樓說明書以取得本物業的詳情。

Vendor advises the tenderers to refer to the sales brochure of the Development 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责任。

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. 受限於投標人於投標表格第4節的選擇及本第16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財務機構（「**指定財務機構**」）申請 (i) 「優越第一按揭貸款」（相關條款及條件見下文A部份）或 (ii) 「顯赫1280第一按揭貸款」（受限於相關條款及條件，申請者其後可申請延伸第二按揭貸款）（相關條款及條件見下文B(i)及B(ii)部份）（買方只可選擇申請其中一種第一按揭貸款）。

Subject to the selection by the tenderer in the section 4 of the Form of Tender and the terms and conditions of this paragraph 16 and the relevant document(s), the Purchaser may apply for (i)

“Premier First Mortgage Loan” (relevant terms and conditions please see Part A below) or (ii) “Eminent 1280 First Mortgage Loan” (subject to the relevant terms and conditions, the applicant may later apply for the Extended Second Mortgage Loan) (relevant terms and conditions please see Parts B(i) and B(ii) below) from the Vendor's designated financing company (“**Designated Financing Company**”) (the Purchaser may only select to apply for either one of the First Mortgage Loans).

A部份 Part A - 優越第一按揭貸款 Premier First Mortgage Loan

- (a) 本第一按揭貸款只限個人買方申請。
Only individual Purchaser(s) are eligible to apply for this First Mortgage Loan.
- (b) 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本第一按揭貸款。
The Purchaser shall make a written application to the Designated Financing Company for this 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.
- (c) 本第一按揭貸款以本物業之第一法定按揭作抵押。
This First Mortgage Loan shall be secured by a first legal mortgage over the Property.
- (d) 本第一按揭貸款金額最高為淨樓價的80%。
The maximum amount of this First Mortgage Loan shall be 80% of the Net Purchase Price.
- (e) 本第一按揭貸款年期最長為 25 年。
The maximum tenor of this First Mortgage Loan shall be 25 years.
- (f) 本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%); 第三及第四年之按揭利率為P; 其後之按揭利率為P加年息1.5% (P + 1.5%)。P為浮動利率。最終按揭利率以指定財務機構審批結果而定。
The interest rate of this First Mortgage Loan of the first two years shall be at the Prime Rate quoted by the Designated Financing Company from time to time (“P”) minus 2% per annum (P – 2%); for the third and the fourth year the interest rate shall be P; thereafter the interest rate shall be at P plus 1.5% per annum (P + 1.5%). P is subject to fluctuation. The final interest rate is subject to the approval of the Designated Financing Company.
- (g) 如買方按下表提述的日期前還清本第一按揭貸款，可獲賣方送出相應的現金回贈。
If the Purchaser fully repay this First Mortgage Loan on or before the date mentioned in the below table, such Purchaser shall be entitled to the relevant cash rebate offered by the Vendor.

買方還清本第一按揭貸款的日期 The Date that the Purchaser Has Duly Repaid this First Mortgage Loan	回贈金額 Amount of Cash Rebate
本第一按揭貸款提取後的360日內 Within 360 days after the drawdown date of this First Mortgage Loan	淨樓價的3% 3% of Net Purchase Price
本第一按揭貸款提取後的730日內 Within 730 days after the drawdown date of this First Mortgage Loan	淨樓價的2% 2% of Net Purchase Price
本第一按揭貸款提取後的1080日內 Within 1080 days after the drawdown date of this First Mortgage Loan	淨樓價的1% 1% of Net Purchase Price

買方須於還清本第一按揭貸款後14日內以書面方式向賣方指定的代表律師申請

上述現金回贈，賣方會於收到申請並確認有關資料無誤後60天內將現金回贈按賣方決定的方式付予買方。本優惠受相關文件條款及條件限制。

the Purchaser shall apply to the Vendor's solicitor in writing for the cash rebate abovementioned within 14 days after the date of full repayment of this First Mortgage Loan. The Vendor will pay the cash rebate to the Purchaser in such manner as the Vendor may decide within 60 days after the Vendor has received the written application and has duly verified the information. This benefit is subject to the terms and conditions of the relevant documents.

- (h) 如買方於投標表格第4節選擇本第一按揭貸款但最終沒有使用本第一按揭貸款，買方可獲賣方送出相等於淨樓價5%的現金回贈。買方須於完成本物業買賣交易完成後14日內以書面方式向賣方指定的代表律師申請上述現金回贈，賣方會於收到申請並確認有關資料無誤後60天內將現金回贈按賣方決定的方式付予買方。本優惠受相關文件條款及條件限制。
- If the Purchaser has selected this First Mortgage Loan in Section 4 of the Form of Tender but eventually has not utilized this First Mortgage Loan, such Purchaser shall be entitled to a cash rebate offered by the Vendor in the amount of 5% of the Net Purchase Price. The Purchaser shall apply to the Vendor's solicitor in writing for the cash rebate abovementioned within 14 days after the date of completion of the sale and purchase of the Property. The Vendor will pay the cash rebate to the Purchaser in such manner as the Vendor may decide within 60 days after the Vendor has received the written application and has duly verified the information. This benefit is subject to the terms and conditions of the relevant documents.
- (i) 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).
- (j) 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。
- The Designated Financing Company reserves the right, in respect of the result of credit check and assessment of the Purchaser and his/her guarantor (if any), to adjust the loan amount and/or the interest rate.
- (k) 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.
- (l) 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.
- (m) 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.

- (n) 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.
- (o) 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.
- (p) 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.

上文「淨樓價」一詞指售價扣除第(18)段所述的「代繳從價印花稅」（如有）後的金額。

“Net Purchase Price” above means the amount of Purchase Price after deducting the “Ad Valorem Stamp Duty Benefit” (if any) as set out in paragraph 18.

B(i) 部份 Part B(i) - 顯赫1280第一按揭貸款 Eminent 1280 First Mortgage Loan

- (a) 本第一按揭貸款只限個人買方申請。
Only individual Purchaser(s) are eligible to apply for this First Mortgage Loan.
- (b) 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本第一按揭貸款。
The Purchaser shall make a written application to the Designated Financing Company for this 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.
- (c) 本第一按揭貸款以本物業之第一法定按揭作抵押。
This First Mortgage Loan shall be secured by a first legal mortgage over the Property.
- (d) 本第一按揭貸款金額最高為淨樓價的80%。
The maximum amount of this First Mortgage Loan shall be 80% of the Net Purchase Price.
- (e) 本第一按揭貸款年期最長為 1280 日。
The maximum tenor of this First Mortgage Loan shall be 1280 days.
- (f) 本第一按揭貸款之按揭利率為P減年息2% (P – 2%)。P為浮動利率。最終按揭利率以指定財務機構審批結果而定。
The interest rate of this First Mortgage Loan shall be P minus 2% per annum (P – 2%). P is subject to fluctuation. The final interest rate is subject to the approval of the Designated Financing Company.
- (g) 買方於本第一按揭貸款首24個月可享免息免供，其後買方只需就本第一按揭貸款向指定財務機構繳付利息。
The Purchaser is not required to repay principal and interest for the first 24 months of

this First Mortgage Loan, thereafter the Purchaser shall only pay the interest to the Designated Financing Company for this First Mortgage Loan.

- (h) 如買方按下表提述的日期前還清本第一按揭貸款，可獲賣方送出相應的現金回贈。
If the Purchaser fully repay this First Mortgage Loan on or before the date mentioned in the below table, such Purchaser shall be entitled to the relevant cash rebate offered by the Vendor.

買方還清本第一按揭貸款的日期 The Date that the Purchaser Has Duly Repaid this First Mortgage Loan	回贈金額 Amount of Cash Rebate
本第一按揭貸款提取後的360日內 Within 360 days after the drawdown date of this First Mortgage Loan	淨樓價的3% 3% of Net Purchase Price
本第一按揭貸款提取後的730日內 Within 730 days after the drawdown date of this First Mortgage Loan	淨樓價的2% 2% of Net Purchase Price
本第一按揭貸款提取後的1080日內 Within 1080 days after the drawdown date of this First Mortgage Loan	淨樓價的1% 1% of Net Purchase Price

買方須於還清本第一按揭貸款後14日內以書面方式向賣方指定的代表律師申請上述現金回贈，賣方會於收到申請並確認有關資料無誤後60天內將現金回贈按賣方決定的方式付予買方。本優惠受相關文件條款及條件限制。

the Purchaser shall apply to the Vendor's solicitor in writing for the cash rebate abovementioned within 14 days after the date of full repayment of this First Mortgage Loan. The Vendor will pay the cash rebate to the Purchaser in such manner as the Vendor may decide within 60 days after the Vendor has received the written application and has duly verified the information. This benefit is subject to the terms and conditions of the relevant documents.

- (i) 如買方於投標表格第4節選擇本第一按揭貸款但最終沒有使用本第一按揭貸款，買方可獲賣方送出相等於淨樓價5%的現金回贈。買方須於完成本物業買賣交易完成後14日內以書面方式向賣方指定的代表律師申請上述現金回贈，賣方會於收到申請並確認有關資料無誤後60天內將現金回贈按賣方決定的方式付予買方。本優惠受相關文件條款及條件限制。

If the Purchaser has selected this First Mortgage Loan in Section 4 of the Form of Tender but eventually has not utilized this First Mortgage Loan, such Purchaser shall be entitled to a cash rebate offered by the Vendor in the amount of 5% of the Net Purchase Price. The Purchaser shall apply to the Vendor's solicitor in writing for the cash rebate abovementioned within 14 days after the date of completion of the sale and purchase of the Property. The Vendor will pay the cash rebate to the Purchaser in such manner as the Vendor may decide within 60 days after the Vendor has received the written application and has duly verified the information. This benefit is subject to the terms and conditions of the relevant documents.

- (j) 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).

- (k) 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。
The Designated Financing Company reserves the right, in respect of the result of credit check and assessment of the Purchaser and his/her guarantor (if any), to adjust the loan amount and/or the interest rate.
- (l) 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.
- (m) 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.
- (n) 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.
- (o) 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.
- (p) 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.
- (q) 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.

上文「淨樓價」一詞指售價扣除第(18)段所述的「代繳從價印花稅」（如有）後的金額。

“Net Purchase Price” above means the amount of Purchase Price after deducting the “Ad Valorem Stamp Duty Benefit” (if any) as set out in paragraph 18.

B(ii)部份 Part B(ii) – 延伸第二按揭貸款 Extended Second Mortgage Loan

選用上述「顯赫1280第一按揭貸款」的買方於還款期內如向賣方所指定的其中一間銀行（「再融資第一按揭銀行」）申請第一按揭貸款（「再融資第一按揭銀行貸款」）以向指定財務機構償還「顯赫1280第一按揭貸款」，該買方可向指定財務機構申請本段所述的「延伸第二按揭貸款」，以下為主要相關條款及條件：

If the Purchaser who have selected the above “Eminent 1280 First Mortgage Loan” applies to any one of the Vendor’s designated bank (“Refinance First Mortgagee”) for a first mortgage loan (“Refinance First Mortgage Loan”) for the repayment of “Eminent 1280 First Mortgage Loan” within the repayment terms, such Purchaser may applies to the Designated Financing Company for the “Extended Second Mortgage Loan” as set out in this paragraph. The key terms are set out as below:

- (a) 再融資第一按揭銀行貸款及本「延伸第二按揭貸款」只可用於償還「顯赫1280第一按揭貸款」。
The Refinance First Mortgage Loan and this “Extended Second Mortgage Loan” shall only be used to repay “Eminent 1280 First Mortgage Loan”.
- (b) 本第二按揭貸款以本物業之第二法定按揭作抵押。
This Second Mortgage Loan shall be secured by a second legal mortgage over the Property.
- (c) 買方必須於全數償還「顯赫1280第一按揭貸款」的日期或「顯赫1280第一按揭貸款」的到期日（以較早者為準）不少於60日前以書面向指定財務機構申請本「延伸第二按揭貸款」。
The Purchaser shall make a written application to the Designated Financing Company for this “Extended Second Mortgage Loan” in not less than 60 days before the full repayment of the “Eminent 1280 First Mortgage Loan” or the maturity date of the “Eminent 1280 First Mortgage Loan” (whichever is earlier).
- (d) 本延伸第二按揭貸款金額最高為淨樓價或本物業的估價（以較低者為準）的20%，惟再融資第一按揭銀行貸款及延伸第二按揭貸款的總金額不可超過(i)「顯赫1280第一按揭貸款」的餘額或(ii)淨樓價或本物業的估價（以較低者為準）的80%，以較低者為準。
The maximum amount of this Extended Second Mortgage Loan shall be 20% of the Net Purchase Price or the valuation of the Property (whichever is lower), provided that the total amount of the Refinance First Mortgage Loan and Extended Second Mortgage Loan shall not exceed (i) the outstanding “Eminent 1280 First Mortgage Loan” amount, or (ii) 80% of the Net Purchase Price or the valuation of the Property (whichever is lower), whichever is lower.
- (e) 本延伸第二按揭貸款年期最長為 20 年或再融資第一按揭銀行貸款的年期（以較短者為準）。
The maximum tenor of this Extended Second Mortgage Loan shall be 20 years or the tenor of the Refinance First Mortgage Loan (whichever is shorter).
- (f) 本第二按揭貸款之按揭利率為為P加年息1.5% (P + 1.5%)。P為浮動利率。最終按揭利率以指定財務機構審批結果而定。
The interest rate of this Second Mortgage Loan shall be at P plus 1.5% per annum (P + 1.5%). P is subject to fluctuation. The final interest rate is subject to the approval of the Designated Financing Company.
- (g) 買方必須首先得到再融資第一按揭銀行書面同意買方申請本第二按揭貸款。
The Purchaser shall obtain the prior written consent from the Refinance First Mortgagee for the application of the Extended Second Mortgage Loan.
- (h) 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).

- (i) 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。
The Designated Financing Company reserves the right, in respect of the result of credit check and assessment of the Purchaser and his/her guarantor (if any), to adjust the loan amount and/or the interest rate.
- (j) 本第二按揭貸款須由指定財務機構獨立審批。
This Second Mortgage Loan shall be approved by the Designated Financing Company independently.
- (k) 所有第二按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及雜費。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.
- (l) 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。
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.
- (m) 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.
- (n) 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.
- (o) 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.

上文「淨樓價」一詞指售價扣除第(18)段所述的「代繳從價印花稅」（如有）後的金額。

“Net Purchase Price” above means the amount of Purchase Price after deducting the “Ad Valorem Stamp Duty Benefit” (if any) as set out in paragraph 18.

16. 「先住後付優惠」 「Early Occupation Benefit」

在買方滿足以下先決條件的前提下，賣方可給予買方許可證以准許買方以許可人的身份在本物業買賣交易完成前佔用本物業。

Subject to the conditions precedent below being satisfied by the Purchaser, the Vendor may grant a licence to the Purchaser to occupy the Property as a licensee prior to the completion of sale and purchase of the Property.

- (a) 買方已向賣方繳付不少於售價的10%。
The Purchaser has paid to the Vendor not less than 10% of the Purchase Price.
- (b) 買方須於許可佔用期開始前最少30天以書面向賣方作出申請許可證以佔用本物業，許可佔用期最早由臨時合約日期後第65日開始至正式合約所訂明本物業的成交日期或本物業實際之成交日期(以較早者為準)。
The Purchaser shall make written application to the Vendor for the licence of the Property not less than 30 days before the commencement of the licence period. The licence period shall not commence on a date earlier than 65 days after the date of Preliminary Agreement and shall end upon the date of completion of sale and purchase of the Property as specified in the Agreement or the actual date of completion of sale and purchase of the Property, whichever is the earlier.
- (c) 買方已簽署賣方指定格式及內容之許可協議及其他所需文件，並已繳付許可證費用之按金及保證金（各為港幣60,000元）。
The Purchaser has duly signed the Licence Agreement and other required documents in the form and content prescribed by the Vendor, and has paid to the Vendor the licence fee deposit and security deposit (each in the amount of HK\$60,000).
- (d) 買方已於簽署許可協議時向賣方繳付相等於售價1%作為許可期首90天的許可證費用；並其後於許可佔用期內每90天向賣方繳付相等於售價1%的許可證費用。
The Purchaser has paid to the Vendor the licence fee for the first 90 days of the licence period in the amount equals to 1% of Purchase Price upon signing of the Licence Agreement; and shall pay to the Vendor the licence fee in the amount equals to 1% of Purchase Price each in every 90 days of the licence period.
- (e) Other than the aforesaid, the Purchaser acknowledges and agrees to the following regarding the Licence Agreement:
除上述外，就上述許可協議，買方確認知悉並同意以下各項：
 - I. 買方同意負責所有就許可協議及相關文件而產生的法律費用、開支及稅項（如有）；並同意負責所有許可佔用期內本物業的管理費、差餉、地租、公用事業服務按金、公用事業服務收費及其他相關開支等。
The Purchaser agrees to bear all legal costs, expenses and tax (if any) arising from the Licence Agreement and related documents; and has agrees to bear all management fee, Rates, Government Rent, the utility deposits, the utility charges and all related expenses of the Property within the licence period.
 - II. 於許可佔用期內，買方不可出租、分租、許可、分許可、分享或分開擁有或佔用本物業或其任何部份。
The Purchaser shall not let, sub-let, licence, sub-licence, share or part with possession or occupation of the Property or any part thereof during the licence period.

- III. 於許可佔用期內，買方不可在未有賣方書面同意的情況下改變本物業的內部佈局或間隔或於本物業進行任何工程。
The Purchaser shall not alter the internal layout or partition of the Property or carry out any works to the Property without the prior written consent of the Vendor during the licence period.
- IV. 在許可佔用期完結後（按正式合約完成本物業買賣交易則除外），買方須恢復本物業及本物業的配件、裝置、裝修物料和設備至許可佔用期開始時的狀況。
Upon the end of the licence period (except upon the completion of the sale and purchase of the Property in accordance with the Agreement), the Purchaser shall reinstate the Property and the fittings, finishes and appliances of the Property as at the commencement date of the licence period.
- V. 若買方依時按正式合約付清售價餘額及完成本物業的買賣交易及完全遵守許可協議的條款及條件，則買方於許可佔用期內所繳付的所有許可證費用將用作支付部份售價餘額。
If the Purchaser has settled the balance of the Purchase Price as in accordance with the Agreement and has completed the sale and purchase of the Property and has fully observed and performed the terms and conditions of the Licence Agreement, then all the licence fee paid by the Purchaser during the licence period shall be applied for payment of a part of the balance of the Purchase Price.

17. **代繳從價印花稅優惠 Ad Valorem Stamp Duty Benefit**

受制於買方於投標表格第4節的選擇、相關文件及下列的條款及條件，買方將獲賣方提供代繳從價印花稅優惠，金額為就本物業的正式合約須繳付的從價印花稅的實際金額或售價的4.25%，以較低者為準。

Subject to the selection by the Purchaser in Section 4 of the Form of the Tender, the relevant documents and the below terms and conditions, the Purchaser will be offered by the Vendor the Ad Valorem Stamp Duty Benefit that the amount is equals to the actual amount of the ad valorem stamp duty payable on the Agreement of the Property or 4.25% of the Purchase Price, whichever is lower.

- (a) 代繳從價印花稅優惠只用作繳付本物業的正式合約之從價印花稅。
The Ad Valorem Stamp Duty Benefit shall only be used for the purpose of payment of the Ad Valorem Stamp Duty on the Agreement of the Property.
- (b) 若買方未能遵守、履行或符合臨時合約或正式合約內的任何條款或條件（包括但不限於買方未能完成本物業的買賣或未能按正式合約付清售價餘額），買方將不再享有代繳從價印花稅優惠。買方須立即向賣方支付相等於賣方就代繳從價印花稅優惠已繳付的款項或立即採取一切賣方要求之步驟及行動以協助賣方從有關當局退回賣方就代繳從價印花稅優惠已繳付的款項及應賣方要求向賣方提供所有上述退款事宜所需之文件。
If the Purchaser fails to observe, perform or comply with any terms or conditions contained in the Preliminary Agreement or the Agreement (including but not limited to the Purchaser fails to complete the sale and purchase of the Property or fails to settle the balance of the Purchase Price as stipulated in the Agreement), the Purchaser shall no longer be entitled to the Ad Valorem Stamp Duty Benefit. The Purchaser shall 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 that the Vendor requires so as to assist the Vendor for the refund of the amount paid by the Vendor in respect of the Ad Valorem Stamp Duty Benefit from the competent authorities and to furnish the Vendor with all the necessary documents 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（如有）、額外印花稅（如有）或印花稅署徵收之罰款（如有）。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任何原因導致代繳從價印花稅優惠（或其任何部份）之延遲支付而造成之任何罰款或損失負責。
For the avoidance of doubt, it is the Purchaser's duty to pay all the stamp duty, including but not limited to Ad Valorem Stamp Duty, Buyer's Stamp Duty (if any), Special Stamp Duty (if any) and penalty(ies) imposed by the Stamp Office (if any). The Ad Valorem Stamp Duty Benefit is only a subsidy offered by the Vendor, 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(ies) or loss arising from the Ad Valorem Stamp Duty Benefit (or any part thereof).
- (e) 本優惠受相關文件其他條款及條件約束。
This Benefit is subject to other terms and conditions.

18. 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士負責，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.

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

20. 本文件條款中，除非文意另有要求，凡指單數的字詞亦指眾數而指眾數的字詞亦指單數，而凡指某一性別（或不屬於男性或女性）的字詞亦指其他性別及不屬於男性或女性者。
In these terms and conditions unless the context requires otherwise words importing the singular number only shall include the plural number and vice versa, words importing a gender (including the neuter gender) only shall include all other genders (including the neuter gender).
21. 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：2021年4月16日

Dated: 16 April 2021

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西貢康健路 133 號(丈量約份第 215 約地段第 1181 號段) 133 PORTOFINO 的以下單位(下文稱為「本物業」)

Tender for the purchase of the following Residential Unit(s) of 133 PORTOFINO, 133 Hong Kin Road, Sai Kung (Lot No. 1181 in D.D. No. 215) 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 Unit	住宅停車位 Residential Carparking Space(s)
洋房 House			住宅停車位 Residential Carparking Space(s)
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 (請剔適用者 Please tick as appropriate)	
<input type="checkbox"/> 付款辦法 Payment Plan A (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. (b) 售價 5% 即加付訂金於臨時合約日期後 60 日內繳付。 5% of Purchase Price being the further deposit shall be paid within 60 days after the date of the Preliminary Agreement. (c) 售價 90% 即售價餘款於臨時合約日期後 150 日內繳付。 90% of Purchase Price being balance of Purchase Price shall be paid within 150 days after the date of the Preliminary Agreement.	
<input type="checkbox"/> 付款辦法 Payment Plan B (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. (b) 售價餘額即售價的 95% (「售價餘額」) 於臨時合約日期後 360 日內繳付。在上文所述及下文所述的規限下，買方選擇按以下分期繳付所述售價餘額： 95% of Purchase Price being the balance of Purchase Price (the “Balance of Purchase Price”) shall be paid within 360 days after the date of the Preliminary Agreement. Subject to the aforesaid and the below conditions, the Purchaser selects to settle the Balance of Purchase Price by installments as below: <ul style="list-style-type: none"> ● *售價____%於臨時合約日期後____日內繳付； *____% of Purchase Price shall be paid within ____ days after the date of the Preliminary Agreement; ● *售價____%於臨時合約日期後____日內繳付； *____% of Purchase Price shall be paid within ____ days after the date of the Preliminary Agreement; ● *售價____%於臨時合約日期後____日內繳付； *____% of Purchase Price shall be paid within ____ days after the date of the Preliminary Agreement; ● *售價____%於臨時合約日期後____日內繳付； *____% of Purchase Price shall be paid within ____ days after the date of the Preliminary Agreement; 	

*請刪去不適用者 *Please delete as appropriate*

買方特此確認：

The Purchaser hereby confirms that:

- i. 售價餘額最多分四期繳付；及
There shall be a maximum of four installments for payment of the Balance of Purchase Price; and
- ii. 按上述的支付條款，如售價餘額的總百分比少於售價的 95% 或如買方違反上述的支付條款，買方將被視為不可撤銷地選擇於臨時合約日期後 60 日內繳付售價的 5%；及分別於臨時合約日期後 150 日及 240 日每次繳付售價的 1%；及於臨時合約日期後 360 日內繳付售價的 88%。
Refer to the above terms of payment, if the total percentage of the Balance of Purchase Price is less than 95% of the Purchase Price or if the Purchaser fails to comply with the above terms of payment, the Purchaser shall be deemed to have irrevocably selected to pay 5% of the Purchase Price within 60 days after the date of the Preliminary Agreement; and to pay 1% of the Purchase Price each within 150 days and 240 days after the date of the Preliminary Agreement respectively; and to pay 88% of the Purchase Price within 360 days after the date of the Preliminary Agreement.

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 16 段 (Please refer to paragraph 16 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/我們選擇優越第一按揭貸款
I/We **select** the Premier First Mortgage Loan
- *☐ 本人/我們選擇顯赫 1280 第一按揭貸款
I/We **select** the Eminent 1280 First 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 to 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「收集個人資料聲明」(按照**附件F**所列的格式)。
A “Personal Information Collection Statement” (in the form annexed hereto as **Appendix F**) duly signed by me/us.
8. 已由本人/我們簽署的「賣方資料表格」(按照招標公告**附件G**所列的格式)。
A “Vendor’s Information Form” (in the form annexed to the Tender Notice as **Appendix G**) duly signed by me/us.
9. 已由本人/我們填妥及簽署的「物業參觀確認函」(按照招標公告**附件H**所列的格式)。
An “Acknowledgement Letter for Properties Viewing” (in the form annexed to the Tender Notice as **Appendix H**) duly completed and signed by me/us.
10. 已由本人/我們填妥及簽署的「關於代繳從價印花稅優惠確認函」(按照招標公告**附件I**所列的格式)。
An “Acknowledgement Letter regarding Ad Valorem Stamp Duty Benefit” (in the form annexed to the Tender Notice as **Appendix I**) duly completed and 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 (如適用)
A copy of our Certificate of Incorporation, our Business Registration Certificate, our latest register of directors and annual return (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)

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西貢康健路 133 號(丈量約份第 215 約地段第 1181 號段) 133 PORTOFINO 的以下單位(下文稱為「本物業」)

Tender for the purchase of the following Residential Unit(s) of 133 PORTOFINO, 133 Hong Kin Road, Sai Kung (Lot No. 1181 in D.D. No. 215) 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 Unit	住宅停車位 Residential Carparking Space(s)
洋房 House			住宅停車位 Residential Carparking Space(s)
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 (請剔適用者 Please tick as appropriate)	
<input type="checkbox"/> 付款辦法 Payment Plan A (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. (b) 售價 5% 即加付訂金於臨時合約日期後 60 日內繳付。 5% of Purchase Price being the further deposit shall be paid within 60 days after the date of the Preliminary Agreement. (c) 售價 90% 即售價餘款於臨時合約日期後 150 日內繳付。 90% of Purchase Price being balance of Purchase Price shall be paid within 150 days after the date of the Preliminary Agreement.	
<input type="checkbox"/> 付款辦法 Payment Plan B (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. (b) 售價餘額即售價的 95% (「售價餘額」) 於臨時合約日期後 360 日內繳付。在上文所述及下文所述的規限下，買方選擇按以下分期繳付所述售價餘額： 95% of Purchase Price being the balance of Purchase Price (the “Balance of Purchase Price”) shall be paid within 360 days after the date of the Preliminary Agreement. Subject to the aforesaid and the below conditions, the Purchaser selects to settle the Balance of Purchase Price by installments as below: <ul style="list-style-type: none"> ● *售價____%於臨時合約日期後____日內繳付； *____% of Purchase Price shall be paid within ____ days after the date of the Preliminary Agreement; ● *售價____%於臨時合約日期後____日內繳付； *____% of Purchase Price shall be paid within ____ days after the date of the Preliminary Agreement; ● *售價____%於臨時合約日期後____日內繳付； *____% of Purchase Price shall be paid within ____ days after the date of the Preliminary Agreement; ● *售價____%於臨時合約日期後____日內繳付； *____% of Purchase Price shall be paid within ____ days after the date of the Preliminary Agreement; 	

*請刪去不適用者 *Please delete as appropriate*

買方特此確認：

The Purchaser hereby confirms that:

- i. 售價餘額最多分四期繳付；及
There shall be a maximum of four installments for payment of the Balance of Purchase Price; and
- ii. 按上述的支付條款，如售價餘額的總百分比少於售價的 95% 或如買方違反上述的支付條款，買方將被視為不可撤銷地選擇於臨時合約日期後 60 日內繳付售價的 5%；及分別於臨時合約日期後 150 日及 240 日每次繳付售價的 1%；及於臨時合約日期後 360 日內繳付售價的 88%。
Refer to the above terms of payment, if the total percentage of the Balance of Purchase Price is less than 95% of the Purchase Price or if the Purchaser fails to comply with the above terms of payment, the Purchaser shall be deemed to have irrevocably selected to pay 5% of the Purchase Price within 60 days after the date of the Preliminary Agreement; and to pay 1% of the Purchase Price each within 150 days and 240 days after the date of the Preliminary Agreement respectively; and to pay 88% of the Purchase Price within 360 days after the date of the Preliminary Agreement.

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 16 段 (Please refer to paragraph 16 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/我們選擇優越第一按揭貸款
I/We **select** the Premier First Mortgage Loan
- *☐ 本人/我們選擇顯赫 1280 第一按揭貸款
I/We **select** the Eminent 1280 First 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 to 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「收集個人資料聲明」(按照**附件F**所列的格式)。
A “Personal Information Collection Statement” (in the form annexed hereto as **Appendix F**) duly signed by me/us.
8. 已由本人/我們簽署的「賣方資料表格」(按照招標公告**附件G**所列的格式)。
A “Vendor’s Information Form” (in the form annexed to the Tender Notice as **Appendix G**) duly signed by me/us.
9. 已由本人/我們填妥及簽署的「物業參觀確認函」(按照招標公告**附件H**所列的格式)。
An “Acknowledgement Letter for Properties Viewing” (in the form annexed to the Tender Notice as **Appendix H**) duly completed and signed by me/us.
10. 已由本人/我們填妥及簽署的「關於代繳從價印花稅優惠確認函」(按照招標公告**附件I**所列的格式)。
An “Acknowledgement Letter regarding Ad Valorem Stamp Duty Benefit” (in the form annexed to the Tender Notice as **Appendix I**) duly completed and 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 (如適用)
A copy of our Certificate of Incorporation, our Business Registration Certificate, our latest register of directors and annual return (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)

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 :

133 PORTOFINO

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: Joy Rise Limited 悅紀有限公司
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 賣方律師: Woo Kwan Lee & Lo 胡關李羅律師行 Tel 電話: 25869898

Purchaser 買方:

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

Purchaser's Hong Kong Correspondence/ Hong Kong 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:

133 PORTOFINO

133 Hong Kin Road, Sai Kung (Lot No. 1181 D.D. 215)
西貢康健路 133 號 (丈量約份第 215 約地段第 1181 號段)

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

Tower 座	Floor 樓	Unit 單位	Residential Carparking Space(s) 住宅停車位

House 洋房	Residential Carparking Space(s) 住宅停車位

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: / /
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 須於以下日子或之前支付: / /
Date of Completion 成交日期	/ /	

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 / / (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 / / (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
上述所列臨時訂金經已收妥此據

HK\$

Cheque/Cashier Order, subject to Bank Clearance
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 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 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.
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）簽署一份由賣方律師所訂定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。
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 5% 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份之五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 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 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)業權文件認證副本之一切費用; (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)、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擬備、完成交易、加蓋印花及登記正式合約及轉讓契的律師費和其他雜費。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 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, 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 Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
本物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。
20. If the Property consists of residential unit(s) as well as any parking space(s), such Property shall be covered by one single formal agreement for sale and purchase and one single subsequent assignment.
如本物業包括住宅單位也同時包括停車位, 該物業必須由單一份正式合約及其後單一份轉讓契涵蓋。
21. 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)。
22. 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。
23. 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。

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

Schedule 1

附表一

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

HOUSE 1, 2, 3, 5, 6, 7 & 8 洋房 1、2、3、5、6、7 及 8

External Wall : Stone, aluminium louvre, glass cladding, glass balustrade with aluminium top rail, metal grille and curtain wall
外牆 石材、鋁百葉、玻璃飾面、玻璃圍欄連鋁質扶手、金屬格柵及幕牆

Internal wall and ceiling : (Applicable to all Houses except House 3 and House 7)
Internal wall: Exposed surface plastered and painted with emulsion paint; Ceiling: Exposed surface plastered and painted with emulsion paint, gypsum board bulkhead finished with emulsion paint
內牆及天花板 (適用於所有洋房除洋房 3 及洋房 7 外)
內牆: 外露位置批盪後髹上乳膠漆; 天花板: 外露位置批盪後髹上乳膠漆, 石膏板假樑髹上乳膠漆

(Applicable to House 3 only)

Internal Wall: Living Room and Dining Room: Wallpaper, stone, artificial timber veneer, metal, glass and emulsion paint; Master Bedroom: Artificial timber veneer, glass, leather, metal and fabric; Junior Master Bedroom: Artificial timber veneer, wallpaper, metal and leather; Bedroom 1: Emulsion paint, timber veneer, artificial timber veneer and wallpaper; Bedroom 2: Timber veneer, emulsion paint and wallpaper
Ceiling: Exposed surface plastered and painted with emulsion paint, gypsum board bulkhead finished with emulsion paint

(只適用於洋房 3)

內牆:客廳及飯廳: 牆紙、石材、人造木皮飾面、金屬、玻璃及乳膠漆; 主人睡房: 人造木皮飾面、玻璃、皮革、金屬及布飾; 少主人睡房: 人造木皮飾面、牆紙、金屬及皮革; 睡房 1: 乳膠漆、木皮飾面、人造木皮飾面及牆紙; 睡房 2: 木皮飾面、乳膠漆及牆紙
天花板: 外露位置批盪後髹上乳膠漆, 石膏板假樑髹上乳膠漆

(Applicable to House 7 only)

Internal wall: Living Room and Dining Room - Wallpaper, metal, glass, mirror and stone; Master Bedroom, Junior Master Bedroom, Bedroom 1 and Bedroom 2 - Wallpaper; Bedroom 3 - Plastic laminate and timber veneer
Ceiling: Living Room and Dining Room - Exposed surface plastered and painted with emulsion paint, gypsum board bulkhead finished with emulsion paint with timber veneer; Master Bedroom, Junior Master Bedroom, Bedroom 1, Bedroom 2 and Bedroom 3 - Exposed surface plastered and painted with emulsion paint, gypsum board bulkhead finished with emulsion paint

(只適用於洋房 7)

內牆: 客廳及飯廳: 牆紙、金屬、玻璃、鏡及石材; 主人睡房、少主人睡房、睡房 1 及睡房 2: 牆紙; 睡房 3 - 膠質飾面及木皮飾面
天花板: 客廳及飯廳: 外露位置批盪後髹上乳膠漆, 石膏板假樑髹上乳膠漆配木皮飾面; 主人睡房、少主人睡房、睡房 1、睡房 2 及睡房 3: 外露位置批盪後髹上乳膠漆, 石膏板假樑髹上乳膠漆

Flooring 地板	<p>: <u>(Applicable to all Houses except House 7)</u> Living room, Dining room: Stone on exposed surface and stone skirting; Bedroom: Engineered timber flooring with stone border adjoining balcony and utility platform and engineered timber skirting <u>(適用於所有洋房除洋房 7 外)</u> 客廳、飯廳: 外露位置鋪砌石材及石材牆腳線; 睡房: 複合木配石材邊緣於連接露台及工作平台處及複合木牆腳線</p> <p><u>(Applicable to House 7 only)</u> Living room: Stone on exposed surface and stone skirting; Dining room: Stone on exposed surface, stone and metal skirting; Master Bedroom, Junior Master Bedroom, Bedroom 1 and Bedroom 2 - Engineered timber flooring with stone border adjoining balcony and utility platform, engineered timber skirting; Bedroom 3 - Engineered timber flooring with stone border adjoining balcony and utility platform, skirting does not applicable <u>(只適用於洋房 7)</u> 客廳: 外露位置鋪砌石材及石材牆腳線; 飯廳: 外露位置鋪砌石材、石材及金屬牆腳線; 主人睡房、少主人睡房、睡房 1 及睡房 2: 複合木配石材邊緣於連接露台及工作平台處、複合木牆腳線; 睡房 3: 複合木配石材邊緣於連接露台及工作平台處、牆腳線不適用</p>
Entrance door 大門	<p>: Fire-rated solid core timber door 防火實心木門</p>
Bathroom 浴室	<p>: Sanitary fitments; Wall: Master Bathroom and Junior Master Bathroom: Stone on exposed surface. Bathroom: Tile and glass panel on exposed surface; Floor: Stone on exposed surface; Ceiling: Gypsum board false ceiling with emulsion paint 衛生設備; 牆壁: 主人浴室及少主人浴室: 外露位置鋪砌石材。浴室: 外露位置鋪砌瓷磚及玻璃面板; 地板: 外露位置鋪砌石材; 天花板: 石膏板假天花髹上乳膠漆</p>
Kitchen 廚房	<p>Wall: Stone, plastic laminate and glass panel on exposed surface; Floor: Stone on exposed surface; Ceiling: Gypsum board false ceiling with emulsion paint; Cooking Bench: Solid surface; Stainless steel sink unit; Wooden kitchen carcass and door panel 牆壁: 外露位置鋪砌石材、膠質飾面及玻璃面板; 地板: 外露位置鋪砌石材; 天花板: 石膏板假天花髹上乳膠漆; 灶台: 實體面材; 不銹鋼洗滌盆; 木製櫃身及門板</p>
Appliances 設備	<p>VRV Air Conditioner, Gas Water Heater, Cooker Hood, Gas Cooking Hob(Single Burner), Induction Hob(2 Cooking Zones), Microwave Oven with Grill, Steam Oven, Double Doors Refrigerator, Washer, Dryer, Electric Oven, Grill Hob, Dishwasher, Wine Cellar, Ventilation Exhaust Fan, Thermo Ventilator 可變製冷劑流量系統冷氣機、煤氣熱水爐、抽油煙機、單頭氣體煮食爐、雙頭電磁爐、微波燒烤爐、電蒸爐、雙門雪櫃、洗衣機、乾衣機、焗爐、燒烤爐、洗碗碟機、酒櫃、抽氣扇、浴室寶</p>

Schedule 2 附表二

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：

洋房 House 5

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

<u>321.401</u>	平方米 square metres/	<u>3,460</u>	平方呎，其中 square feet of which -
<u>5.993</u>	平方米 square metres/	<u>65</u>	平方呎為露台的樓面面積 square feet is the floor area of the balcony;
<u>1.500</u>	平方米 square metres/	<u>16</u>	平方呎為工作平台的樓面面積 square feet is the floor area of the utility platform;
<u>--</u>	平方米 square metres/	<u>--</u>	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	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
窗台的面積為 the area of the bay window is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
閣樓的面積為 the area of the cockloft is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
平台的面積為 the area of the flat roof is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
花園的面積為 the area of the garden is	<u>58.493</u>	平方米 square metres/	<u>630</u>	平方呎 square feet;
停車位的面積為 the area of the parking space is	<u>32.078</u>	平方米 square metres/	<u>345</u>	平方呎 square feet;
天台的面積為 the area of the roof is	<u>83.716</u>	平方米 square metres/	<u>901</u>	平方呎 square feet;
梯屋的面積為 the area of the stairhood is	<u>2.555</u>	平方米 square metres/	<u>28</u>	平方呎 square feet;
前庭的面積為 the area of the terrace is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
庭院的面積為 the area of the yard is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet.

133 PORTOFINO

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: Joy Rise Limited 悅紀有限公司
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 賣方律師: Woo Kwan Lee & Lo 胡關李羅律師行 Tel 電話: 25869898

Purchaser 買方:

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

Purchaser's Hong Kong Correspondence/ Hong Kong 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:

133 PORTOFINO

133 Hong Kin Road, Sai Kung (Lot No. 1181 D.D. 215)
西貢康健路 133 號 (丈量約份第 215 約地段第 1181 號段)

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

Tower 座	Floor 樓	Unit 單位	Residential Carparking Space(s) 住宅停車位

House 洋房	Residential Carparking Space(s) 住宅停車位

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: / /
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 須於以下日子或之前支付: / /
Date of Completion 成交日期	/ /	

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 / / (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 / / (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
上述所列臨時訂金經已收妥此據

HK\$

Cheque/Cashier Order, subject to Bank Clearance
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 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 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.
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）簽署一份由賣方律師所訂定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。
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 5% 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份之五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 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 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)業權文件認證副本之一切費用; (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)、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擬備、完成交易、加蓋印花及登記正式合約及轉讓契的律師費和其他雜費。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 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，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 Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
本物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。
20. If the Property consists of residential unit(s) as well as any parking space(s), such Property shall be covered by one single formal agreement for sale and purchase and one single subsequent assignment.
如本物業包括住宅單位也同時包括停車位，該物業必須由單一份正式合約及其後單一份轉讓契涵蓋。
21. 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)。
22. 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。
23. 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。

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

Schedule 1

附表一

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

HOUSE 1, 2, 3, 5, 6, 7 & 8 洋房 1、2、3、5、6、7 及 8

External Wall : Stone, aluminium louvre, glass cladding, glass balustrade with aluminium top rail, metal grille and curtain wall
外牆 石材、鋁百葉、玻璃飾面、玻璃圍欄連鋁質扶手、金屬格柵及幕牆

Internal wall and ceiling : (Applicable to all Houses except House 3 and House 7)
Internal wall: Exposed surface plastered and painted with emulsion paint; Ceiling: Exposed surface plastered and painted with emulsion paint, gypsum board bulkhead finished with emulsion paint
內牆及天花板 (適用於所有洋房除洋房 3 及洋房 7 外)
內牆: 外露位置批盪後髹上乳膠漆; 天花板: 外露位置批盪後髹上乳膠漆, 石膏板假樑髹上乳膠漆

(Applicable to House 3 only)

Internal Wall: Living Room and Dining Room: Wallpaper, stone, artificial timber veneer, metal, glass and emulsion paint; Master Bedroom: Artificial timber veneer, glass, leather, metal and fabric; Junior Master Bedroom: Artificial timber veneer, wallpaper, metal and leather; Bedroom 1: Emulsion paint, timber veneer, artificial timber veneer and wallpaper; Bedroom 2: Timber veneer, emulsion paint and wallpaper
Ceiling: Exposed surface plastered and painted with emulsion paint, gypsum board bulkhead finished with emulsion paint

(只適用於洋房 3)

內牆:客廳及飯廳: 牆紙、石材、人造木皮飾面、金屬、玻璃及乳膠漆; 主人睡房: 人造木皮飾面、玻璃、皮革、金屬及布飾; 少主人睡房: 人造木皮飾面、牆紙、金屬及皮革; 睡房 1: 乳膠漆、木皮飾面、人造木皮飾面及牆紙; 睡房 2: 木皮飾面、乳膠漆及牆紙
天花板: 外露位置批盪後髹上乳膠漆, 石膏板假樑髹上乳膠漆

(Applicable to House 7 only)

Internal wall: Living Room and Dining Room - Wallpaper, metal, glass, mirror and stone; Master Bedroom, Junior Master Bedroom, Bedroom 1 and Bedroom 2 - Wallpaper; Bedroom 3 - Plastic laminate and timber veneer
Ceiling: Living Room and Dining Room - Exposed surface plastered and painted with emulsion paint, gypsum board bulkhead finished with emulsion paint with timber veneer; Master Bedroom, Junior Master Bedroom, Bedroom 1, Bedroom 2 and Bedroom 3 - Exposed surface plastered and painted with emulsion paint, gypsum board bulkhead finished with emulsion paint

(只適用於洋房 7)

內牆: 客廳及飯廳: 牆紙、金屬、玻璃、鏡及石材; 主人睡房、少主人睡房、睡房 1 及睡房 2: 牆紙; 睡房 3 - 膠質飾面及木皮飾面
天花板: 客廳及飯廳: 外露位置批盪後髹上乳膠漆, 石膏板假樑髹上乳膠漆配木皮飾面; 主人睡房、少主人睡房、睡房 1、睡房 2 及睡房 3: 外露位置批盪後髹上乳膠漆, 石膏板假樑髹上乳膠漆

Flooring 地板	: <u>(Applicable to all Houses except House 7)</u> Living room, Dining room: Stone on exposed surface and stone skirting; Bedroom: Engineered timber flooring with stone border adjoining balcony and utility platform and engineered timber skirting (適用於所有洋房除洋房 7 外) 客廳、飯廳: 外露位置鋪砌石材及石材牆腳線; 睡房: 複合木配石材邊緣於連接露台及工作平台處及複合木牆腳線 <u>(Applicable to House 7 only)</u> Living room: Stone on exposed surface and stone skirting; Dining room: Stone on exposed surface, stone and metal skirting; Master Bedroom, Junior Master Bedroom, Bedroom 1 and Bedroom 2 - Engineered timber flooring with stone border adjoining balcony and utility platform, engineered timber skirting; Bedroom 3 - Engineered timber flooring with stone border adjoining balcony and utility platform, skirting does not applicable (只適用於洋房 7) 客廳: 外露位置鋪砌石材及石材牆腳線; 飯廳: 外露位置鋪砌石材、石材及金屬牆腳線; 主人睡房、少主人睡房、睡房 1 及睡房 2: 複合木配石材邊緣於連接露台及工作平台處、複合木牆腳線; 睡房 3: 複合木配石材邊緣於連接露台及工作平台處、牆腳線不適用
Entrance door 大門	: Fire-rated solid core timber door 防火實心木門
Bathroom 浴室	: Sanitary fitments; Wall: Master Bathroom and Junior Master Bathroom: Stone on exposed surface. Bathroom: Tile and glass panel on exposed surface; Floor: Stone on exposed surface; Ceiling: Gypsum board false ceiling with emulsion paint 衛生設備; 牆壁: 主人浴室及少主人浴室: 外露位置鋪砌石材。浴室: 外露位置鋪砌瓷磚及玻璃面板; 地板: 外露位置鋪砌石材; 天花板: 石膏板假天花髹上乳膠漆
Kitchen 廚房	Wall: Stone, plastic laminate and glass panel on exposed surface; Floor: Stone on exposed surface; Ceiling: Gypsum board false ceiling with emulsion paint; Cooking Bench: Solid surface; Stainless steel sink unit; Wooden kitchen carcass and door panel 牆壁: 外露位置鋪砌石材、膠質飾面及玻璃面板; 地板: 外露位置鋪砌石材; 天花板: 石膏板假天花髹上乳膠漆; 灶台: 實體面材; 不銹鋼洗滌盆; 木製櫃身及門板
Appliances 設備	VRV Air Conditioner, Gas Water Heater, Cooker Hood, Gas Cooking Hob(Single Burner), Induction Hob(2 Cooking Zones), Microwave Oven with Grill, Steam Oven, Double Doors Refrigerator, Washer, Dryer, Electric Oven, Grill Hob, Dishwasher, Wine Cellar, Ventilation Exhaust Fan, Thermo Ventilator 可變製冷劑流量系統冷氣機、煤氣熱水爐、抽油煙機、單頭氣體煮食爐、雙頭電磁爐、微波燒烤爐、電蒸爐、雙門雪櫃、洗衣機、乾衣機、焗爐、燒烤爐、洗碗碟機、酒櫃、抽氣扇、浴室寶

Schedule 2 附表二

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：

洋房 House 5

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

<u>321.401</u>	平方米 square metres/	<u>3,460</u>	平方呎，其中 square feet of which -
<u>5.993</u>	平方米 square metres/	<u>65</u>	平方呎為露台的樓面面積 square feet is the floor area of the balcony;
<u>1.500</u>	平方米 square metres/	<u>16</u>	平方呎為工作平台的樓面面積 square feet is the floor area of the utility platform;
<u>--</u>	平方米 square metres/	<u>--</u>	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	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
窗台的面積為 the area of the bay window is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
閣樓的面積為 the area of the cockloft is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
平台的面積為 the area of the flat roof is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
花園的面積為 the area of the garden is	<u>58.493</u>	平方米 square metres/	<u>630</u>	平方呎 square feet;
停車位的面積為 the area of the parking space is	<u>32.078</u>	平方米 square metres/	<u>345</u>	平方呎 square feet;
天台的面積為 the area of the roof is	<u>83.716</u>	平方米 square metres/	<u>901</u>	平方呎 square feet;
梯屋的面積為 the area of the stairhood is	<u>2.555</u>	平方米 square metres/	<u>28</u>	平方呎 square feet;
前庭的面積為 the area of the terrace is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
庭院的面積為 the area of the yard is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet.

Declaration of Related Party 有關連人士聲明

Vendor 賣方: Joy Rise Limited 悅紀有限公司			
Development 發展項目: 133 PORTOFINO			
Address 地址: 133 Hong Kin Road, Sai Kung 西貢康健路 133 號			
Property 物業: Tower 座	Floor 樓層	Unit 單位	/House 洋房
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 Joy Rise 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，買方是否悅紀有限公司(“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, Modern Ace Investments 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、Modern Ace Investments 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: Joy Rise Limited 悅紀有限公司

Development 發展項目: 133 PORTOFINO

Address 地址: 133 Hong Kin Road, Sai Kung 西貢康健路 133 號

Property 物業: Tower 座 Floor 樓層 Unit 單位 /House 洋房

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:

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: _____

Defects Warranty Letter 保證修繕缺漏函

Vendor 賣方: Joy Rise Limited 悅紀有限公司

Development 發展項目: 133 PORTOFINO

Address 地址: 133 Hong Kin Road, Sai Kung 西貢康健路 133 號

Property 物業: Tower 座 **Floor 樓層** **Unit 單位** / **House 洋房**

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 in all aspects in accordance and in compliance with the formal Agreement for Sale and Purchase made between you and the Vendor ("ASP"), 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, remedy any defects to the Property (fair wear and tear excepted) caused otherwise than by any act or neglect of you or your agent, contractor or resident, occupier or visitor of the Property after its receipt of a written notice served by you within 3 years from the date of completion of the sale and purchase of the Property (the "Time Limit"), 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為前提下，賣方將在不減損閣下於正式合約下之權利下，將於收到閣下於該物業的成交日起計3年內(「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(正常損耗除外)作出補救，而該欠妥之處並非由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，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: 10th January 2020) (and the latest version revised or to be revised from time to time)..

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在售樓說明書(印刷日期: 2020年1月10日)(及其後已經或不時修改之最新版本)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個人的，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，概以英文版本作準。

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

經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):

Personal Information Collection Statement (“PICS”)

收集個人資料聲明（「本聲明」）

Vendor 賣方: Joy Rise Limited 悅紀有限公司

Development 發展項目: 133 PORTOFINO

Address 地址: 133 Hong Kin Road, Sai Kung 西貢康健路 133 號

Property 物業: Tower 座 Floor 樓層 Unit 單位 /House 洋房

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:

部份A Part A

信和地產代理有限公司（「本公司」、「我們」）於收集閣下的個人資料（「個人資料」）時將遵守《個人資料(私隱)條例》（香港法例第486章）的規定，致力於保護閣下的私隱，以及通知閣下若干事宜。

Sino Real Estate Agency Limited ("Company", "we") complies with the requirements of the Personal Data (Privacy) Ordinance (Cap. 486 of Laws of Hong Kong), is committed to safeguarding your privacy, and notifies you of certain matters when collecting personal information from you ("Personal Information").

就本個人資料收集聲明而言，「信和集團」包括Sino Club Limited、信和地產代理有限公司、信和物業管理有限公司、信和護衛有限公司、恒毅環衛服務有限公司、信和停車場管理有限公司、皇家太平洋酒店、城市花園酒店、香港黃金海岸酒店、港島太平洋酒店、中環·石板街酒店、香港遨凱酒店、信和行政服務有限公司及其各自的控股公司、附屬公司、控股公司的同系附屬公司、聯營公司及聯屬公司。

For the purposes of this Personal Information Collection Statement, “Sino Group” includes Sino Club Limited, Sino Real Estate Agency Limited, Sino Estates Management Limited, Sino Security Services Limited, Best Result Environmental Services Limited, Sino Parking Services Limited, The Royal Pacific Hotel & Towers, City Garden Hotel, Hong Kong Gold Coast Hotel, Island Pacific Hotel, The Pottinger Hong Kong, The Olympian Hong Kong, Sino Administration Services Limited, and their respective holding companies, subsidiaries, fellow subsidiaries of the holding companies, associated companies and affiliates.

資料的收集 COLLECTION OF DATA

於閣下以實體或網上形式作購買物業意向或投標登記、簽訂購買物業協議、合約或確認書;或申請服務、會籍及於任何其他情況下當閣下提交要求或查詢，或使用我們的網站及手機應用程式時，閣下可能會被要求向我們提供個人資料。

At the time of registration of intent or tender to purchase property, signing property purchase agreements, contracts or confirmation, application for membership, services in physical or online format and at any other time when you submit a request or enquiry, or use of our website(s) and mobile app(s), you may be asked to provide us with Personal Information.

閣下提供個人資料屬自願性質，然而，如果閣下不向我們提供相關的個人資料，賣方就不能為閣下處理上述物業買賣，閣下亦可能無法享用全部服務、活動或接收全部資料，而且賣方/我們可能無法滿足閣下的其他要求或回應閣下的查詢。

The provision of your Personal Information is voluntary. However, if you do not provide us with relevant Personal Information, the Vendor will be unable to process the Sale and Purchase of the above Property for you, you may also not be able to be provided the services, activities or information in full and the Vendor/we may not be able to fulfill your other requests or respond to your inquiries. 如果閣下向我們提供任何第三方的個人資料，閣下須確保已取得該第三方同意，而且該第三方完全知悉我們的私隱政策，包括本個人資料收集聲明。

If you provide Personal Information of any third parties to us, you must ensure that you have obtained the third party's consent and that the third party is fully aware of our Privacy Policy, including this Personal Information Collection Statement.

收集個人資料的目的及用途 PURPOSE OF COLLECTION AND USE OF PERSONAL INFORMATION

我們所收集的個人資料將在香港境內用作以下用途：

The Personal Information we collect will be used for the following purposes inside Hong Kong:

- 考慮及處理閣下的申請及登記，包括物業購買，特別是認購指明物業；申請 Sino Club 會籍、活動登記、帳戶登記申請；處理閣下於問卷上的回應，以及備存聯絡人名單以作通訊之用；
considering and processing your application and registration, including property purchase, in particular, purchasing specified properties, application for Sino Club membership, event registration and account registration of Sino Club, processing your feedback in the questionnaire, and to maintain contact lists for correspondence;
- 與閣下通訊及向閣下提供有關上述物業資訊；
communication with you and provision of information to you in relation to the above property;
- 評估及／或核實提供予我們的資料；
assessing and/or verifying information supplied to us;

4. 由我們或任何其他人士（包括信和集團任何成員公司或任何其他企業、公司、法團、機構或組織）（統稱或個別稱「**相關人士**」）為閣下提供、管理及安排以下服務：會籍服務；活動服務；物業服務；和帳戶服務等；
providing, administering and arranging for you the following services by us, or any other person including any member of the Sino Group or any other firm, company, corporation, body or organization (collectively or individually "**Relevant Person**"): membership services, event services, property services and account services, etc.;
5. 促進閣下與我們及／或任何信和集團成員公司間之溝通，包括閣下就對我們、任何信和集團成員及／或任何相關人士之設施、服務及／或產品之需要及期望作出的反饋；跟進閣下透過我們的網站、手機應用程式及／或其它方式提出的意見、問卷回應、查詢、或其他訊息；以及向閣下發送有關我們為閣下提供的服務的行政通訊及與信和集團或其成員公司業務相關的公告；
facilitating our communications, and/or the communications of any member of the Sino Group with you, including feedback from you on your needs and expectations of facilities, services and/or products from us, any member of the Sino Group and/or any Relevant Person, following up on comments, surveys, enquiries and other messages that you submit to us through our website, mobile application and/or other means, and sending you administrative communications about our services provided to you as well as business-related announcements about the Sino Group or its members;
6. 進行內部控制、解決爭議、處理問題及執行我們的條款及細則；
operating internal control, resolving disputes, troubleshooting problems and enforcing our terms and conditions;
7. 經閣下同意，我們會向閣下促銷產品、服務及其他主體（請參閱附件**直接促銷**一節）；
with your consent, marketing products, services and other subjects to you (please refer to the **Direct Marketing** section in the appendix);
8. 進行研究及／或分析及／或編製統計數據以了解閣下的需要，從而設計全新及／或改善現有設施、服務及／或產品，或用作與我們的業務、信和集團任何成員公司或任何相關人士業務有關的其他用途；
conducting research and/or analysis and/or to compile statistics to understand your needs so as to design new and/or enhancing existing facilities, services and/or products or for any other purposes in connection with our business, the business of any member of the Sino Group or any Relevant Person;
9. 遵守任何適用法律下的任何披露規定；
complying with any disclosure requirements under any applicable law;
10. 防止、偵查及／或調查可能屬違法或有合理嫌疑涉及任何犯罪的活動；
prevention, detection and/or investigation of activities that may be illegal or reasonably be suspected of committing any offence;
11. 保護信和集團任何成員公司及相關人士、我們的僱員、股東及其他人士的權利、財產或安全；及
protecting the rights, property or safety of any member of the Sino Group and Relevant Person, our employees, members, and others; and
12. 與上述用途直接相關或附帶的任何其他用途。
any other purpose directly relating or incidental to the above purposes.

個人資料披露 DISCLOSURE OF PERSONAL INFORMATION

我們將對所持有的個人資料保密，但我們可能會就上述用途向香港境內的以下多方或任何一方提供閣下的個人資料：

Personal Information held by us will be kept confidential but we may provide your Personal Information to the following parties or any of them inside Hong Kong for the purposes set out above:

1. 信和集團任何成員公司；
any member of the Sino Group;
2. 向我們或信和集團任何成員公司提供行政、管理、電腦技術外判、雲端服務、支付處理、數據處理、營銷及研調、分銷、電訊、會計、審計服務的任何代理商、承包商或第三方服務提供商；
any agent, contractor or third party service provider who provides administrative, management, computer technology outsourcing, cloud services, payment processing, data processing, marketing and research, distribution, telecommunications, accounting, auditing services to us or any member of the Sino Group;
3. 保險公司及顧問；
insurance companies, and consultants;
4. 按法律規定或在法律允許的情況下，政府、執法、監管或其他機關。
government, law enforcement, regulatory or other authorities where required by or otherwise permitted by law.

查閱資料 ACCESS TO DATA

閣下有權要求查閱及修改我們所持有閣下的個人資料。我們可能會就處理閣下查閱資料的要求而取收合理費用。

You have the right to request access to, and correction of, your Personal Information held by us. For data access requests, we may require payment of reasonable charges incurred by us in relation to administering and complying with your request.

如閣下希望核查我們是否持有閣下的個人資料、查閱我們所持有的個人資料或更正我們所持有不正確的個人資料，請聯絡九龍尖沙咀梳士巴利道尖沙咀中心 11 至 12 樓銷售經理。

If you wish to check whether we hold your Personal Information, access Personal Information held by us or correct your Personal Information held by us which is inaccurate, please contact Sales Manager at 11th-12th/F, Tsim Sha Tsui Centre, Salisbury Road, Tsim Sha Tsui, Kowloon.

此個人資料收集聲明乃屬我們的私隱政策的一部份，並受其約束。本集團私隱政策資料於本集團網址 [[https://www.sino.com/zh-HK/Special-Pages/Personal-Data-\(Privacy\)-Policy](https://www.sino.com/zh-HK/Special-Pages/Personal-Data-(Privacy)-Policy)] 提供。

This Personal Information Collection Statement is also part of and is subject to our Privacy Policies, information of which is provided in our website [[https://www.sino.com/en-US/Special-Pages/Personal-Data-\(Privacy\)-Policy.aspx](https://www.sino.com/en-US/Special-Pages/Personal-Data-(Privacy)-Policy.aspx)].

部份 B Part B

Sino Club 會員登記及升級 Registration and Upgrade of Sino Club Membership

若認購人（「認購人」、「閣下」、「本人」）選擇成為 Sino Club 會員（「同意選擇」），認購人同意登記為 Sino Club 會員及（若認購人已為 Sino Club 會員及於任何時候訂立購買指定住宅物業任何單位的臨時買賣合約（下稱「買賣合約」））升級成為 Sino Club 尊尚會員並同意信和地產代理有限公司（「本公司」或「我們」）將認購人在本表格及（若適用）買賣合約內的個人資料及所購的指定住宅物業單位的資料（「個人資料」）移轉/提供至 Sino Club Limited 作申請及登記會籍或，（按情況）升級成為尊尚會員及作資料核對之用。Sino Club Limited 會將在本表格提供的姓名、電郵及手提電話號碼，與存於其會員檔案的資料作核對，以核實認購人是否為現有 Sino Club 會員。如尚未為 Sino Club 的會員，認購人將登記為 Sino Club 會員。若認購人被登記為 Sino Club 普通會員或已為 Sino Club 普通會員，及已訂立買賣合約，則認購人將會升級為尊尚會員。認購人作出同意選擇後，即視為確認已詳閱、明白並同意遵守 Sino Club 會員守則 (<https://www.sinoclub.com/tc/tnc/tnc.php>) 及個人資料(私隱)政策 (<https://www.sinoclub.com/tc/privacy/privacy.php>) 並聲明以上填報資料均屬真實、正確及完整。本公司亦於售樓部存放 Sino Club 會員守則及個人資料(私隱)政策之實體文本可供審閱)。

By agreeing to register as a Sino Club Member(s) ("Registration Agreement"), applicant(s) ("Applicant(s)" or "you") agree to register as Sino Club Member(s) and, (if Applicant(s) is/are existing Sino Club Member(s) and has/have at any time entered into preliminary agreement for purchase of any unit in the specified residential property ("Preliminary Agreement")), upgrade as Sino Club Privilege Member(s) and agree Sino Real Estate Agency Limited ("Company" or "we") to transfer/provide to Sino Club Limited personal information of Applicant(s) and particulars of unit in the specified residential property purchased by Applicant(s) ("Personal Information") in this form and, if applicable, in the Preliminary Agreement for processing the membership application and registration or, as the case may be, upgrade of membership and for data matching. Sino Club Limited will match name, email and mobile number provided in this form with those information of its members kept in its record to check if Applicant(s) is/are existing Sino Club member(s). New member registration will be processed if Applicant(s) is/are not yet Sino Club member(s). If Applicant(s) is/are existing or has/have become Sino Club Ordinary member(s) and Applicant(s) has/have entered into Preliminary Agreement, Applicant(s) shall be upgraded to Privilege member(s). By submitting the Registration Agreement, Applicant(s) hereby confirm that Applicant(s) has/have read, understand and agree to be bound by the Terms and Conditions (<https://www.sinoclub.com/en/tnc/tnc.php>) and the Customer Data (Privacy) Policy (<https://www.sinoclub.com/en/privacy/privacy.php>) of Sino Club, copies of which are also available for inspection at the Company's sales office. Applicant(s) also declare that all information supplied by Applicant(s) is true, correct and complete.

直接促銷 DIRECT MARKETING

我們欲將閣下的個人資料作直接促銷之用，惟須就此用途取得閣下同意(包括表明不反對)。謹請留意：

We intend to use your Personal Information in direct marketing and we require your consent (which includes an indication of no objection) for that purpose. Please note:

1. 閣下的姓名及聯絡資料用於直接促銷；
your name and contact information may be used by us for direct marketing;
2. 我們可能會向閣下促銷下列各類產品、服務及主體：
the following classes of products, services and subjects may be marketed:
 - a. 工業物業、辦公室、商舖、商場、住宅物業及存儲空間的投資、銷售及租賃服務；
investment, sale and leasing services with respect to industrial properties, offices, shops, shopping malls, residential properties and storage spaces
 - b. 物業管理服務，例如保安、泊車、衛生、清潔服務及／或保安服務；
property management services such as security, parking, hygiene, cleaning and/or security services;
 - c. 企業資訊；
corporate information;
 - d. 藝術、文化、休閒及／或娛樂服務；
arts, cultural, leisure and/or entertainment services;
 - e. 環境保護、義工及社區活動服務；
environmental protection, volunteer and community events services;
 - f. 酒店、提供居間相關產品及服務、會議設施及服務、旅遊、旅行團、水療、航行、遊艇及鄉村俱樂部；
hotels, hospitality-related products and services, conference facilities and services, travel, tours, spas, sailing, yachts, and country clubs;

- g. 食品及飲料、餐廳、餐飲、糖果及雜貨、酒類、家居用品、一般商品、健康及美容、藥物、嬰兒／兒童／教育或寵物產品及服務、文具及書籍、時尚用品及配飾、珠寶及手錶、傢俱、運動及休閒設備、電子產品及電器、音樂、汽車相關服務、金融服務／產品、旅遊／居間／生活服務以及電子商務（包括交易和支付平台及網上拍賣）之零售促銷；

Retail promotion of food & beverages, restaurants, catering, confectionary & groceries, wine and liquor, household products, general merchandise, health & beauty, pharmaceuticals, baby/ children/ educational or pet products & services, stationery & books, fashion items & accessories, jewelry & watches, furniture, sports & leisure equipment, electronics & electrical appliances, music, motor related services, financial services/products, travel/ hospitality/ lifestyle services, and e-commerce (including trading and payment platforms and online auctions).;

- h. 信和集團任何成員公司管理或營運的會籍、顧客忠誠計劃、積分及獎勵計劃；

membership, loyalty, bonus point and reward programmes managed or operated by any member of Sino Group;

3. 上述產品、服務及主體可由我們及／或信和集團任何成員公司提供；及
the above products, services and subjects may be provided by us and/or any member of the Sino Group; and
4. 除由我們促銷上述產品、服務及主體之外，我們還可能向信和集團其他成員公司提供閣下的姓名及聯絡資料，以供他們用作直接促銷上述產品、服務及主體，惟我們須就此用途取得閣下書面同意（包括表明不反對）。
in addition to marketing the above products, services and subjects ourselves, we may provide your name and contact information to other members of the Sino Group for use by them in direct marketing those products, services and subjects, and we require your written consent (which includes an indication of no objection) for that purpose.

就部份 A 而言，本人確認及知悉其中之內容及條款。就部份 B 而言，本人明白，本人於下方簽名，及沒有剔選下面方框，即表示本人同意登記為 Sino Club 會員或（按情況）升級成為 Sino Club 尊尚會員；已詳閱、明白並同意遵守 Sino Club 會員守則及個人資料（私隱）政策；或／及同意信和地產代理有限公司提供及轉移本人的姓名及聯絡資料予信和集團其他成員公司以作直接促銷之用。

In terms of Part A, I hereby confirm and acknowledge the contents and the terms contained therein. In terms of Part B, I understand that with my signature below without ticking the below box(es), I consent to register for Sino Club membership or (as the case may be) upgrade as Sino Club Privilege Member(s), have read, understand and agree to be bound by the Terms and Conditions and the Customer Data (Privacy) Policy of Sino Club, and/or consent for Sino Real Estate Agency Limited to provide and transfer to members of Sino Group of my name and contact information for direct marketing purposes.

- ☐ 本人不同意登記為 Sino Club 會員。I do not agree to register as Sino Club Member.

- ☐ 本人不同意信和地產代理有限公司提供／轉移本人的姓名及聯絡資料給信和集團成員公司，以作上文「直接促銷」一節列明的直接促銷用途。I do not agree for Sino Real Estate Agency Limited to provide/ transfer my name and contact information to members of the Sino Group, for direct marketing purposes as outlined in the “Direct Marketing” section above.

____ (Signature) (簽署)

____ (Name) (姓名)

Date: 日期:

- ☐ 本人不同意登記為 Sino Club 會員。I do not agree to register as Sino Club Member.

- ☐ 本人不同意信和地產代理有限公司提供／轉移本人的姓名及聯絡資料給信和集團成員公司，以作上文「直接促銷」一節列明的直接促銷用途。I do not agree for Sino Real Estate Agency Limited to provide/ transfer my name and contact information to members of the Sino Group, for direct marketing purposes as outlined in the “Direct Marketing” section above.

____ (Signature) (簽署)

____ (Name) (姓名)

Date: 日期:

- ☐ 本人不同意登記為 Sino Club 會員。I do not agree to register as Sino Club Member.

- ☐ 本人不同意信和地產代理有限公司提供／轉移本人的姓名及聯絡資料給信和集團成員公司，以作上文「直接促銷」一節列明的直接促銷用途。I do not agree for Sino Real Estate Agency Limited to provide/ transfer my name and contact information to members of the Sino Group, for direct marketing purposes as outlined in the “Direct Marketing” section above.

____ (Signature) (簽署)

____ (Name) (姓名)

Date: 日期:

- ☐ 本人不同意登記為 Sino Club 會員。I do not agree to register as Sino Club Member.

- ☐ 本人不同意信和地產代理有限公司提供／轉移本人的姓名及聯絡資料給信和集團成員公司，以作上文「直接促銷」一節列明的直接促銷用途。I do not agree for Sino Real Estate Agency Limited to provide/ transfer my name and contact information to members of the Sino Group, for direct marketing purposes as outlined in the “Direct Marketing” section above.

____ (Signature) (簽署)

____ (Name) (姓名)

Date: 日期:

Vendor's Information Form 賣方資料表格

The Development 發展項目	133 Portofino 8 Tai Mong Tsai Road, Sai Kung西貢大網仔路8號
The Property 該物業	<u>House 5</u> of 133 Portofino 133 Portofino <u>洋房 5</u>
The Vendor 賣方	Joy Rise Limited 悅紀有限公司

- (a) The amount of the management fee that is payable for the Property: HK\$20,957 per month
須就該物業支付的管理費用的款額: 每月港幣\$20,957元
- (b) The amount of the Government rent (if any) that is payable for the Property: 3% of the rateable value of the Property per annum (to be assessed by Rating and Valuation Department)
須就該物業繳付的地稅（如有的話）的款額: 該物業的每年應課差餉租值的百分之三（有待差餉物業估價署評估）
- (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: 26/3/2021

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:

Note 備註:

* "Owner" means the legal or beneficial owner of the Property. 「擁有人」指物業的法律上的擁有人或實益擁有人。

"Person so Engaged" means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目的設計、規劃、建造、裝置、完成及銷售的過程的人士。

Acknowledgement Letter for Properties Viewing 物業參觀確認函**Vendor 賣方:** Joy Rise Limited 悅紀有限公司**Development 發展項目:** 133 PORTOFINO**Address 地址:** 133 Hong Kin Road, Sai Kung 西貢康健路 133 號**Property 物業:** Tower 座 **Floor 樓層** **Unit 單位** /House 洋房**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 但經充份考慮後及出於本人／我們自由意志及選擇，本人／我們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 但經充份考慮後及出於本人／我們自由意志及選擇，本人／我們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 座____ Floor 樓層____ Unit 單位____ of the Development

Signature of Purchaser(s) / 買方簽署

Date / 日期

Acknowledgement Letter regarding Ad Valorem Stamp Duty Benefit
關於代繳從價印花稅優惠確認函

Vendor 賣方: Joy Rise Limited 悅紀有限公司			
Development 發展項目: 133 PORTOFINO			
Address 地址: 133 Hong Kin Road, Sai Kung 西貢康健路 133 號			
Property 物業: Tower 座	Floor 樓層	Unit 單位	/House 洋房
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/我們簽署本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 my/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 4.25% of the Purchase Price stipulated in the Agreement, whichever is lower. In case of any 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(相等於本物業之買賣合約(「正式合約」)應付之從價印花稅的實際金額或正式合約所列明之售價的 4.25%，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 only be used for the purpose of payment of the Ad Valorem Stamp Duty on the Agreement of the Property.

本人/我們在此表明印花稅優惠只用作繳付本物業的正式合約之從價印花稅。

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本物業一事代表本人/我們，在本人/我們的代表律師向賣方代表律師提供 (i) 正式合約應付之從價印花稅的實際金額的書面確認及 (ii) 承諾於正式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正式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，該差額均須於正式合約加蓋印花後之 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本物業。

☐ 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、臨時合約及正式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，即使正式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本物業之售價之尾數，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 立即向賣方支付相等於賣方就印花稅優惠已繳付的款項；或

(b) Forthwith carry out all steps and actions that the Vendor requires so as to assist the Vendor for the refund of the amount paid by the Vendor in respect of the Stamp Duty Benefit from the competent

authorities and to furnish the Vendor with all necessary documents 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以協助賣方從有關當局退回賣方就印花稅優惠已繳付的款項及應賣方要求向賣方提供所有上述退款事宜所需之文件。

- (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正式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's Stamp Duty (if any), Special Stamp Duty (if any) and penalty(ies) imposed by the Stamp Office (if any). 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(ies) or loss arising from the Stamp Duty Benefit (or any part thereof).

為免生疑問，本人/我們作為本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(如有)、額外印花稅(如有)及印花稅署徵收之罰款(如有)。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正式合約，本函任何內容均不得視作取替或更改臨時合約或正式合約內的任何條款及/或條件。賣方在臨時合約及正式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正式合約的運作、有效性或可強制執行性或臨時合約或正式合約各方的權利、義務或責任。為免生疑問，若賣方未能履行其於本函內之責任，本人/我們仍須遵守及履行臨時合約及正式合約的所有條款及條件及按臨時合約及正式合約的條款完成購買本物業。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
