### 招標文件第19號 Tender Document No. 19

### 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

### 耀沙路8號 Silversands 的以下物業

The following property(ies) of Silversands, 8 Yiu Sha Road

Tower 座	Floor 樓	Unit 單位
1	G	A
1	1	A
1	2	A
1	3	A
1	5	A
1	1	В
1	8	В
2	G	A
2	1	A
2	2	A
2	G	В

Tower 座	Floor 樓	Unit 單位
2	1	В
2	2	В
2	3	В
3	G	A
3	1	A
3	2	A
3	3	A
3	G	В
3	1	В
3	2	В
5B	3	С

### 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INFORMATION ON SALES ARRANGEMENTS (UNLESS THE PROPERTY(IES) IS/ARE SOLD OR THE PROPERTY(IES) HAS/HAVE BEEN PREVIOUSLY WITHDRAWN)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「Silversands 投標書」)並提交至相關銷售安排資料中列明的售樓處1或售樓處2(統稱「售樓處」) (註:如售樓處多於一個,則其中一個售樓處)。

Tenders must be submitted with the specified **Form of Tender**, in a sealed plain envelope clearly marked "**Tender for Silversands**", and must be submitted to the Sales Office 1 or the Sales Office 2 as specified in the relevant Information on Sales Arrangements (collectively the "Sales Office") (Note: if there is more than one Sales Office, then any one of the Sales Office) during the tender period as set out in the relevant Information on Sales Arrangements.

### 招標公告 TENDER NOTICE

1. 恒泰昌有限公司(作為「**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」)。

Pacific Asia Limited (as the "Vendor") invite tenders for the purchase of the property(ies) (or one or more of the properties, if applicable) described in the Particulars of the Property(ies) 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)

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### 耀沙路8號

Silversands (「發展項目」) 的以下物業
The following property(ies) of Silversands (the "Development"),
8 Yiu Sha Road

Tower	Floor	Unit
座	樓	單位
1	G	A
1	1	A
1	2	A
1	3	A
1	5	A
1	1	В
1	8	В
2	G	A
2	1	A
2	2	A
2	G	В

Tower	Floor	Unit
座	樓	單位
2	1	В
2	2	В
2	3	В
3	G	A
3	1	A
3	2	A
3	3	A
3	G	В
3	1	В
3	2	В
5B	3	C

註:有意遞交本物業的投標書的人士敬請檢視發展項目的成交紀錄冊,以知悉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,並保留絕對權利及酌情 決定權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 absolute right and discretion to accept or reject any tender.

- (b) 賣方保留權利在接納任何投標書之前的任何時間,撤回本物業不予出售。
  The Vendor reserves the right, at any time before acceptance of any 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(如下所述)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, or he may instruct the Vendor's Solicitors (as mentioned below) 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;

<u>Please do not date the Preliminary Agreement</u>. 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「Silversands 投標書」;以及 enclosed in a sealed plain envelope clearly marked "Tender for Silversands"; and
- (c) 於下述招標期間內,提交至位於售樓處(註:如售樓處多於一個,則其中一個售樓處)內的投標箱:

submitted to the tender box located at the Sales Office (Note: if there is more than one Sales Office, then any one of 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.

如於招標截止日期當日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,招標截止日期將順延至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下一日,惟招標截止時間將維持不變。

In 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 the tender closing date, the tender closing date will be postponed to the next calendar day where no Tropical Cyclone Warning Signal No.8 or above is hoisted or Black Rainstorm Warning is issued whilst the tender closing time will remain unchanged.

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)。 A "Declaration on Related Party" (in the form annexed hereto as **Appendix C**) duly signed by the tenderer.
- (c) 已由投標者簽署的「對買方的警告」(按照**附件D**所列的格式)。
  The "Warning to Purchasers" (in the form annexed hereto as **Appendix D**) duly signed by the tenderer.
- (d) 已由投標者簽署的「保證修繕缺漏函」(按照**附件E**所列的格式)。 A "Defects Warranty Letter" (in the form annexed hereto as **Appendix E**) duly signed by the tenderer.
- (e) 已由投標者簽署的「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 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)。 A "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)。
  An "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「關於傢俱和物件的確認函」(按照**附件I**所列的格式) (只適用於第1座3樓A單位)。
  An "Acknowledgement Letter regarding Furniture and Chattels" (in the form annexed hereto as **Appendix I**) duly signed by the tenderer. (Applicable to Unit A on 3/F of Tower 1 only)
- (i) 已由投標者簽署的「有關平台之確認函」(按照**附件J**所列的格式) (只適用於第 1座G樓A單位、第3座G樓B單位及第5B座3樓C單位)。 An "Letter of Acknowledgement Relating to Flat Roof" (in the form annexed hereto as **Appendix J**) duly signed by the tenderer (Applicable to Unit A on G/F of Tower 1, Unit B on G/F of Tower 3 and Unit C on 3/F of Tower 5B only).
- (j) 已由投標者簽署的「有關開放式廚房之買方確認函」(按照**附件K**所列的格式) (只適用於第5B座3樓C單位)。
  An "Purchaser's Acknowledgement relating to Open Kitchen" (in the form annexed hereto as **Appendix K**) duly signed by the tenderer (Applicable to Unit C on 3/F of Tower 5B only).
- (k) 投標者委任之地產代理(如有)的地產代理牌照副本及其名片。
  A copy of the estate agent's licence and name card of the estate agent (if any) appointed by the tenderer.
- (I) 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 14<sup>th</sup> 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撒銷,並構成正式要約,可供賣方在招標截止日期後 的第十個工作天下午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 agreement to consider the tenderer(s)' offers and to pay the tenderer(s) HK\$10.00 upon receipt of a written request from such tenderer(s), tenderer(s) agree that their tender 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 10th 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上填寫之地址/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 number(s) / 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不應被視作 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不應被視 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責任。

In the event that the tenderer comprises more than one entity, the obligations and liabilities of the entities comprising of the tenderer are joint and several.

15. (a) 投標者可同時認購最多兩個由賣方所指定的住宅停車位,投標者可認購於以下表格 A 所列的一批位於該發展項目內的住宅停車位(以下簡稱「該批車位 A」)的其中一個當其時可供賣方出售的住宅停車位及以下表格 B 所列的一批位於該發展項目內的住宅停車位(以下簡稱「該批車位 B」)的其中一個當其時可供賣方出售的住宅停車位。

The tenderer may at the same time offer to purchase not more than TWO residential car parking spaces designated by the Vendor. The tenderer can purchase the Units at the same time together with ONE of the Residential Parking Space among the batch of Residential Parking Spaces in the Development as set out in Table A below as designated by the Vendor (the "Said Batch A Parking Spaces") and ONE of the Residential Parking Spaces among the batch of Residential Parking Spaces in the Development as set out in Table B below as designated by the Vendor (the "Said Batch B Parking Spaces").

(b) 受上述 15(a)段所列的條款及條件的規限下,如買方沒有購買或購買少於兩個發展項目內的住客停車位,買方可不遲於按相關買賣合約完成有關單位的交易及付清所有該單位的售價後的 30 天內決定是否購買住宅停車位及簽署相關買賣合約(車位售價按賣方當時公布之售價為準),惟買方連同依照上述 15(a)段所列的條款及條件

已購買之車位,不可購買總數超過兩個(視乎情況而定)發展項目內的住宅停車位,逾時作棄權論,賣方不會因此向買方作出任何賠償。以上優惠受相關交易文件條款及條件限制。

Subject to the terms and conditions of the above paragraph 15(a), the Purchaser, who does not purchase or purchases less than TWO Residential Car Parking Spaces, will be entitled to decide whether to purchase the Residential Parking Spaces and must enter into a relevant agreement for sale and purchase not later than 30 days after the transaction of the Unit has been completed and the entire purchase price of the Unit has been fully paid in accordance with the agreement for sale and purchase (the price of the Parking Spaces shall accord with such price announced by the Vendor at the time when such agreement is signed) Provided that the Purchaser shall not purchase more than two (as the case may be) Residential Parking Spaces in total including the Residential Parking Space(s) purchased under the terms and conditions of the above paragraph 15(a). If the Purchaser fails to exercise his right within the prescribed period, the Purchaser will be deemed to have waived the right and the Vendor will not make any compensation to the Purchaser therefor. The aforesaid benefit is subject to the terms and conditions of the relevant transaction documents.

### 表格A Table A

Floor 樓	Residential Parking Space 住宅停車位														
B/F	1	2	3	4	5	6	8	9	10	11	12	13	14	15	16
	17	20	21	22	25	26	27	29	31	32	34	35	38	39	47
	53	54	55	61	62	64	65	66							

### 表格B Table B

Floor 樓	Resid 住宅	lential 停車位		ing Sp	pace										
B/F	1 25	2 26	3	4	5	6	8	9	10	11	12	13	14	15	16

### 16. 連傢俱發售之單位 Unit Sold with Furniture

(只適用於<u>第1座3樓A單位</u> Applicable to <u>Unit A on 3/F of Tower 1</u> only)

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

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

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

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

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

(c) 本段下所有權利和利益均為不可轉讓及不可轉移。
All the rights and benefits conferred under this paragraph are non-assignable and non-transferable.

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

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

- (a) 介紹人或任何其他地產代理均並無亦沒有被賣方授權或准許代賣方許下任何口頭或書面的協議、允諾、承諾、保證或陳述或代賣方應允任何承擔或責任。介紹人或任何其他地產代理所作出的任何協議、允諾、承諾、保證或陳述或所應允之承擔或責任,無論在任何情況下,賣方均不須向投標者或任何其他人負責,亦不須代介紹人或任何其他地產代理履行,而且賣方也不受其約束; the Intermediary or any other estate agent has not made, and has not been 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 circumstances bind the Vendor;
- (b) 投標者與介紹人或任何其他地產代理之任何轇轕,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 verification.
- 18. 時間在各方面均為要素。
  Time shall in all respects be of the essence.
- 19. 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).

20. 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: 2024年5月20日(於2024年6月26日修改)(於2024年8月12日再度修改) Dated: 20 May 2024 (Revised on 26 June 2024) (Further revised on 12 August 2024)

\*\*\*\*\*\*\*\*\*\*\*

### 投標表格 FORM OF TENDER

茲投標按照本投標表格、招標公告及臨時買賣合約(「臨時合約」)所訂明的條款及條件以單一交易形式承購位於耀沙路 8 號 Silversands 的以下住宅物業(「本物業」)

Tender for the purchase of the following residential property(ies) of Silversands, 8 Yiu Sha Road as one transaction subject to the terms and conditions contained in this Form of Tender, 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							
香港身份證號码商業登記證號码 Hong Kong Ider No(s)/Passport(s Registration No.	馬 ntity Card (s) No(s) /	l(s)		(with the copy(ies	) attached hereto	o) (連同其影印副本)	
個人香港通訊地址/ 公司香港登記地址 Correspondence Address in Hong Kong/Hong Kong Registered Office							
聯絡資料 Conta	ct Detail	S					
聯絡人 Contact Person							
電話 Telephone							
電郵地址 Email Address							
第2節 Section	2						
   投標物業 Tend	ered Pro	 operty (「本物業	the "Pro	perty")			
座 Towe	r	樓 Floor		單位 Flat		停車位(如適用) rparking Space (if applicable)	
投標價 Tender	Price (	」 「售價」"Purchas	se Price")				
港幣 HK\$							
	ashier or	<b>律師行</b> 」的銀行: der(s) made payak				는 y deposit are enclosed with this	
		Amount		銀行 Bank	4	工票號碼 Cashier Order no.	
銀行本票							
Cashier order	78114						
	港幣I	HK\$					

### 第3節 Section 3

### 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 95%即售價餘款於買方簽署臨時買賣合約 150 天內繳付。 95% of Purchase Price being balance of Purchase Price shall be paid within 150 days after signing of the preliminary agreement for sale and purchase.

#### 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 5%即加付訂金於買方簽署臨時買賣合約 65 天內繳付。 5% of Purchase Price being further deposit shall be paid within 65 days after signing of the preliminary agreement for sale and purchase.
  - (c) 售價 90%即售價餘款於買方簽署臨時買賣合約 360 天內繳付。 90% of Purchase Price being balance of Purchase Price shall be paid within 360 days after signing of the preliminary agreement for sale and purchase.

笙	4	餠	Section	4

相關投標書(如有)(\*請剔適用者)

Related Tender(s) (if any) (\*Please tick as appropriate)

(a) \*□ 本人/我們確認本人/我們在提交本投標書之同時已遞交以下個別的投標表格(「相關投標書」): I/We confirm that I/we have, at the same time of submitting this Tender Document, submitted separate Tender Form(s) as follows ("Related Tender(s)"):

座數 Tower	樓層 Floor	單位 Flat

座數 Tower	樓層 Floor	單位 Flat

請選擇以下其中一個選項:

Please choose only one of the following:

\* 本人/我們提交本投標書的前提為本人/我們僅願賣方接受本投標書或相關投標書<u>其中的一個投標書</u>。本人/我們明白若賣方接受本人/我們的本投標書及相關投標書任何其中的一個投標書 其他的投標書將不被理會及不被賣方考慮或接受。本人/我們亦確認、同意及接受賣方決定之投標結果為最終的,而本人/我們將不會就此提出任何申索或反對。

I/We submit this tender on the condition that I/we wish to be awarded <u>ONE TENDER ONLY</u> amongst this tender and the Related Tender(s). I/We understand that if any one of this tender or the Related Tender(s) is accepted by the Vendor, other tenders would be disregarded and will not be considered or accepted by the Vendor. I/We also confirm, agree and accept that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

本人/我們提交本投標書的前提為除非賣方亦同時接受<u>所有相關投標書</u>,否則賣方不得接受 \*□ 本投標書。本人/我們亦確認、同意及接受賣方決定之投標結果為最終的,而本人/我們將不 會就此提出任何申索或反對。

I/We submit this tender on the condition that the Vendor shall not accept this tender unless the Vendor also accepts <u>ALL the Related Tender(s)</u> at the same time. I/We also confirm, agree and accept that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

#### 第4節 Section 4

相關投標書(如有)(\*請剔適用者)

Related Tender(s) (if any) (\*Please tick as appropriate)

(b) \*□ 在以下列表列出名稱之本人/我們之近親(見義如下)(以近親的名義或與他人聯名)已遞交以下 個別的投標表格(「相關投標書」):

My/our Close Relative(s) (as hereinafter defined) (in the Close Relative(s)'s sole name(s) or in joint names with other(s)), whose name(s) is/are set out in the table below, has/have submitted separate Tender Form(s) as follows ("Related Tender(s)"):

近親 (及其他聯名投票者)之名稱	身份證號碼	座數	樓層	單位
Name(s) of the Close Relative(s)	ID No.	Tower	Floor	Unit
(and other joint tenderers)				
1.				
2.				
3.				
4.				
5.				

本人/我們提交本人/我們提交本投標書的前提為除非賣方亦同時接受<u>所有相關投標書</u>,否則賣方不得接受本投標。本人/我們亦確認、同意及接受賣方有唯一酌情權去決定是否有近親關係及賣方決定之投標結果為最終的,而本人/我們將不會就此提出任何申索或反對。

I/We submit this tender on the condition that the Vendor shall not accept this tender unless the Vendor also accepts <u>ALL the Related Tender(s)</u> at the same time. I/We also confirm, agree and accept that the Vendor has the sole discretion to determine whether the Close Relative(s) relationship is satisfied and that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

本人/我們附上近親關係的證明文件 (例如:身份證、出世紙、結婚證書等 )供賣方考慮。 I/We enclose herewith documentary proof (e.g. ID card, birth certificate, marriage certificate, etc.) of the Close Relative relationship for the Vendor's consideration.

為本第5節的目的,「近親」指投標者(或其中一位投標者)的配偶、父母、子女、兄弟姊妹、祖父母、外祖父母、孫子及孫女。

For the purpose of this Section 5, "Close Relative" means a spouse, parent, child, sibling, grandparent or grandchild of the Tenderer (or any one of Tenderer).

#### 第5節 Section 5

下列文件連同本投標書一併附上(標註#的文件不應填寫日期):

The following are enclosed with this Tender (documents marked # should be left undated):

- 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 (「本聲明」)」(按照**附件F**所列的格式) A "Personal Information Collection Statement ("PICS")" (in the form annexed hereto as **Appendix F**) duly signed by me/us
- 8. 已由投標者簽署的「賣方資料表格」(按照**附件G**所列的格式) A "Vendor's Information Form" (in the form annexed hereto as **Appendix G**) duly signed by the tenderer
- 9. 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) An "Acknowledgement Letter for Properties Viewing" (in the form annexed hereto as **Appendix H**) duly signed by the tenderer
- 10. 已由投標者簽署的「關於傢俱和物件的確認函」」(按照**附件I**所列的格式) (如適用) An "Acknowledgement Letter regarding Furniture and Chattels" (in the form annexed hereto as **Appendix I**) duly signed by the tenderer (if applicable)
- 11. 由投標者簽署的「有關平台之確認函」(按照**附件J**所列的格式) (如適用)
  An "Letter of Acknowledgement Relating to Flat Roof" (in the form annexed hereto as **Appendix J**) duly signed by the tenderer (if applicable)
- 12. 已由投標者簽署的「有關開放式廚房之買方確認函」(按照**附件K**所列的格式) (如適用) An "Purchaser's Acknowledgement relating to Open Kitchen" (in the form annexed hereto as **Appendix K**) duly signed by the tenderer (if applicable)
- 13. 本人/我們委任之地產代理的地產代理牌照影印副本及其名片 (如適用) A copy of the estate agent's licence and name card of the estate agent appointed by me/us (if applicable)
- 14. 本人/我們的香港身份證明文件影印副本(如香港身份證或護照)(如適用) A copy of my/our identification document(s), such as Hong Kong Identity Card(s)/Passport(s) (if applicable)
- 15. 我們的公司註冊證明書、商業登記證、最近之董事名冊、最近之股東名冊、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, our latest register of shareholders and annual return (if applicable)

物業具有約束力的協議。 I/We agree that in the event that this Te	本投標書建同臨時合約將構成實万與本人/找們之間就出售及購買本 nder is accepted by the Vendor, this Tender together with the Preliminary preement between the Vendor and me/us for the sale and purchase of the
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	(if ony)
<u> </u>	s) (II aliy)
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.	(連同地產代理牌照影印副本及其名片兩張) (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。 or on the date of the authorized signatory subject to the Tender Notice and
	Authorised signatory for and on behalf of the Vendor 經授權賣方代表簽署
	 日期 Date :

第6節 Section 6

### 投標表格 FORM OF TENDER

茲投標按照本投標表格、招標公告及臨時買賣合約(「臨時合約」)所訂明的條款及條件以單一交易形式承購位於耀沙路 8 號 Silversands 的以下住宅物業(「本物業」)

Tender for the purchase of the following residential property(ies) of Silversands, 8 Yiu Sha Road as one transaction subject to the terms and conditions contained in this Form of Tender, 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I	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 the copy(ies	) attached hereto	o) (連同其影印副本)
個人香港通訊地址/公司香港登記地址 Correspondence Address in Hong Kong/Hong Kong Registered Office						
聯絡資料 Conta	ct Detail	S				
聯絡人 Contact Person						
電話 Telephone						
電郵地址 Email Address						
第2節 Section	2					
   投標物業 Tend	ered Pro	 operty (「本物業	the "Pro	perty")		
座 Tower 樓 Floor		單位 Flat			序車位(如適用) cing Space (if applicable)	
投標價 Tender	Price (	」 「售價」"Purchas	se Price")			
港幣 HK\$						
	ashier or	<b>律師行</b> 」的銀行: der(s) made payak				는 y deposit are enclosed with this
	金額 Amount			銀行 Bank	4	工票號碼 Cashier Order no.
銀行本票	港幣 HK\$					
Cashier order	港幣I					
	港幣I	HK\$				

### 第3節 Section 3

### 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 95%即售價餘款於買方簽署臨時買賣合約 150 天內繳付。 95% of Purchase Price being balance of Purchase Price shall be paid within 150 days after signing of the preliminary agreement for sale and purchase.

#### 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 5%即加付訂金於買方簽署臨時買賣合約 65 天內繳付。 5% of Purchase Price being further deposit shall be paid within 65 days after signing of the preliminary agreement for sale and purchase.
  - (c) 售價 90%即售價餘款於買方簽署臨時買賣合約 360 天內繳付。 90% of Purchase Price being balance of Purchase Price shall be paid within 360 days after signing of the preliminary agreement for sale and purchase.

笙	4	餠	Section	4

相關投標書(如有)(\*請剔適用者)

Related Tender(s) (if any) (\*Please tick as appropriate)

(a) \*□ 本人/我們確認本人/我們在提交本投標書之同時已遞交以下個別的投標表格(「相關投標書」): I/We confirm that I/we have, at the same time of submitting this Tender Document, submitted separate Tender Form(s) as follows ("Related Tender(s)"):

座數 Tower	樓層 Floor	單位 Flat

座數 Tower	樓層 Floor	單位 Flat

請選擇以下其中一個選項:

Please choose only one of the following:

\* 本人/我們提交本投標書的前提為本人/我們僅願賣方接受本投標書或相關投標書<u>其中的一個投標書</u>。本人/我們明白若賣方接受本人/我們的本投標書及相關投標書任何其中的一個投標書 其他的投標書將不被理會及不被賣方考慮或接受。本人/我們亦確認、同意及接受賣方決定之投標結果為最終的,而本人/我們將不會就此提出任何申索或反對。

I/We submit this tender on the condition that I/we wish to be awarded <u>ONE TENDER ONLY</u> amongst this tender and the Related Tender(s). I/We understand that if any one of this tender or the Related Tender(s) is accepted by the Vendor, other tenders would be disregarded and will not be considered or accepted by the Vendor. I/We also confirm, agree and accept that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

本人/我們提交本投標書的前提為除非賣方亦同時接受<u>所有相關投標書</u>,否則賣方不得接受 \*□ 本投標書。本人/我們亦確認、同意及接受賣方決定之投標結果為最終的,而本人/我們將不 會就此提出任何申索或反對。

I/We submit this tender on the condition that the Vendor shall not accept this tender unless the Vendor also accepts <u>ALL the Related Tender(s)</u> at the same time. I/We also confirm, agree and accept that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

#### 第4節 Section 4

相關投標書(如有)(\*請剔適用者)

Related Tender(s) (if any) (\*Please tick as appropriate)

(b) \*□ 在以下列表列出名稱之本人/我們之近親(見義如下)(以近親的名義或與他人聯名)已遞交以下 個別的投標表格(「相關投標書」):

My/our Close Relative(s) (as hereinafter defined) (in the Close Relative(s)'s sole name(s) or in joint names with other(s)), whose name(s) is/are set out in the table below, has/have submitted separate Tender Form(s) as follows ("Related Tender(s)"):

近親 (及其他聯名投票者)之名稱	身份證號碼	座數	樓層	單位
Name(s) of the Close Relative(s)	ID No.	Tower	Floor	Unit
(and other joint tenderers)				
1.				
2.				
3.				
4.				
5.				

本人/我們提交本人/我們提交本投標書的前提為除非賣方亦同時接受<u>所有相關投標書</u>,否則賣方不得接受本投標。本人/我們亦確認、同意及接受賣方有唯一酌情權去決定是否有近親關係及賣方決定之投標結果為最終的,而本人/我們將不會就此提出任何申索或反對。

I/We submit this tender on the condition that the Vendor shall not accept this tender unless the Vendor also accepts <u>ALL the Related Tender(s)</u> at the same time. I/We also confirm, agree and accept that the Vendor has the sole discretion to determine whether the Close Relative(s) relationship is satisfied and that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

本人/我們附上近親關係的證明文件 (例如:身份證、出世紙、結婚證書等 )供賣方考慮。 I/We enclose herewith documentary proof (e.g. ID card, birth certificate, marriage certificate, etc.) of the Close Relative relationship for the Vendor's consideration.

為本第5節的目的,「近親」指投標者(或其中一位投標者)的配偶、父母、子女、兄弟姊妹、祖父母、外祖父母、孫子及孫女。

For the purpose of this Section 5, "Close Relative" means a spouse, parent, child, sibling, grandparent or grandchild of the Tenderer (or any one of Tenderer).

#### 第5節 Section 5

下列文件連同本投標書一併附上(標註#的文件不應填寫日期):

The following are enclosed with this Tender (documents marked # should be left undated):

- 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 (「本聲明」)」(按照**附件F**所列的格式) A "Personal Information Collection Statement ("PICS")" (in the form annexed hereto as **Appendix F**) duly signed by me/us
- 8. 已由投標者簽署的「賣方資料表格」(按照**附件G**所列的格式) A "Vendor's Information Form" (in the form annexed hereto as **Appendix G**) duly signed by the tenderer
- 9. 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) An "Acknowledgement Letter for Properties Viewing" (in the form annexed hereto as **Appendix H**) duly signed by the tenderer
- 10. 已由投標者簽署的「關於傢俱和物件的確認函」」(按照**附件I**所列的格式) (如適用) An "Acknowledgement Letter regarding Furniture and Chattels" (in the form annexed hereto as **Appendix I**) duly signed by the tenderer (if applicable)
- 11. 由投標者簽署的「有關平台之確認函」(按照**附件J**所列的格式) (如適用)
  An "Letter of Acknowledgement Relating to Flat Roof" (in the form annexed hereto as **Appendix J**) duly signed by the tenderer (if applicable)
- 12. 已由投標者簽署的「有關開放式廚房之買方確認函」(按照**附件K**所列的格式) (如適用) An "Purchaser's Acknowledgement relating to Open Kitchen" (in the form annexed hereto as **Appendix K**) duly signed by the tenderer (if applicable)
- 13. 本人/我們委任之地產代理的地產代理牌照影印副本及其名片 (如適用) A copy of the estate agent's licence and name card of the estate agent appointed by me/us (if applicable)
- 14. 本人/我們的香港身份證明文件影印副本(如香港身份證或護照)(如適用) A copy of my/our identification document(s), such as Hong Kong Identity Card(s)/Passport(s) (if applicable)
- 15. 我們的公司註冊證明書、商業登記證、最近之董事名冊、最近之股東名冊、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, our latest register of shareholders and annual return (if applicable)

物業具有約束力的協議。 I/We agree that in the event that this Te	本投標書建同臨時合約將構成實万與本人/找們之間就出售及購買本 nder is accepted by the Vendor, this Tender together with the Preliminary preement between the Vendor and me/us for the sale and purchase of the
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	(if ony)
<u> </u>	s) (II aliy)
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.	(連同地產代理牌照影印副本及其名片兩張) (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。 or on the date of the authorized signatory subject to the Tender Notice and
	Authorised signatory for and on behalf of the Vendor 經授權賣方代表簽署
	 日期 Date :

第6節 Section 6

### Silversands

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	毒士.
vendor	宣 万:

Pacific Asia Limited 恒泰昌有限公司

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/ Resident Identity Card of the People's Republic of China/ Exit-Entry Permit for Travelling to and from Hong Kong and Macau No. 香港身份證 / 護照 /商業登記證/中華人民共和國居民身份證 / 中華人民共和國往來港澳通行證號碼:

Purchaser's Hong Kong Correspondence/Hong Kong Registered Address 買方香港通訊/香港註冊地址:

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:

### Silversands

8 Yiu Sha Road 耀沙路8號

Descriptions of the Property (the "Property") 物業("本物業")之描述:

Tower	Floor	Flat	Carparking Space
座	樓	單位	停車位

Payment Term 付款方法	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 並須由買方接以下方式付予賣方 -
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 of Purchase Price 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		/ /	

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

- (a) by the Purchaser on or before / / 由買方於
- (b) by the Vendor on or before / / 由賣方於
- (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(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 Cheque / Cashier Order No. 支票 / 本票號碼: HK\$

Cheque/Cashier Order, subject to Bank Clearance 交來支票/本票以銀行過數作實

<sup>\*</sup>delete as appropriate 刪除不適用者

The Vendor agrees to sell and the Purchaser agrees to purchase the Property on the foregoing terms and conditions and subject to the "Other Terms and Conditions" hereinbelow. 賣方及買方於此同意根據上述條款及受下述其他條款及條件限制出售及購買本物業

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); "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) "working day" has the meaning given by section 2(1) of that Ordinance; "工作日"具有該條例第 2(1)條給予該詞的涵義;
  - (c) the floor area of an item under clause 5 is calculated in accordance with section 8(3) of that Ordinance; and 第5條所指的項目的樓面面積,按照該條例第8(3)條計算;及
  - (d) the area of an item under clause 5 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance. 第5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
- All stamp duty (including without limitation any ad valorem stamp duty, special stamp duty, buyer's stamp duty and additional 3. stamp duty chargeable under the Stamp Duty Ordinance (Cap. 117, Laws of Hong Kong) payable on this Preliminary Agreement, the Agreement and the Assignment shall be solely borne by the Purchaser. 有關本臨時合約及/或正式合約及/或其後的轉讓契之所有印花稅(包括但不限於根據香港法例第117章《印花稅條例》可 予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅),一概由買方承擔及支付
- 4. 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; 本臨時合約即告終止;

- (b) the Preliminary Deposit paid by the Purchaser is forfeited to the Vendor; and 買方支付的臨時訂金,即被沒收歸於賣方;及
- (c) the Vendor does not have any further claim against the Purchaser for the failure. 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
- 5. 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

- The sale and purchase of the Property includes the fittings, finishes and appliances as follows 6. Please refer to the "Schedule 1" attached to this Preliminary Agreement. The "Schedule 1" forms part of this Preliminary Agreement. 本物業買賣所包括的裝置、裝修物料及設備如下 — 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。
- 7. 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。
- The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 9 and fully 8. understands its contents. 買方已確認收到第9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。
- 9. For the purposes of clause 8, the following is the "Warning to Purchasers" -就第8條而言,"對買方的警告"內容如下 -
  - 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
  - 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。
  - 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 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

- 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。
- 10. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.

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。

- Notwithstanding that a term of this Preliminary Agreement purports to confer a benefit on any person who is not a party to this Preliminary Agreement, a person who is not a party to this Preliminary Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this Preliminary Agreement. 儘管本臨時合約的某條款看來是賦予任何非本臨時合約一方的人士一項利益,非本臨時合約一方的人士無權根據《合約(第三者權利)條例》(第 623 章)強制執行本臨時合約的任何條文或享有本臨時合約的任何條文的利益。
- 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. Subject to Clause 14, only the Purchaser who has signed this Preliminary Agreement will be permitted to sign the Agreement. 買方須於簽訂本臨時合約後的五個工作天內,於辦公時間到賣方律師行(若買方自行聘請律師,則到有關律師行)簽署一份正式合約,該正式合約是由賣方律師所訂有關本物業的正式合約。該正式合約內容買方一概不得更改。除第 14 條另有規定外,只有簽署本臨時合約之買方才能夠簽署正式合約。
- The Agreement will provide that in the event of the Purchaser requesting and the Vendor agreeing to execute a cancellation agreement or any other means which has the effect of cancelling the Agreement or the obligations of the Purchaser thereunder, the Vendor shall be entitled to retain the sum of 10% of the Purchase Price of the Property as consideration for its agreeing to cancel the Agreement and not as a penalty and the Purchaser will in addition pay or reimburse, as the case may be, to the Vendor all legal costs, charges and disbursements (including stamp duty, if any) in connection with the cancellation of the Agreement. 正式合約將訂明:如賣方就買方之要求同意以簽訂取消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十之款項作為同意取消正式合約之代價(而並非作為懲罰)及買方須另外向賣方支付或補償(視屬何情況而定)所有有關取消正式合約之律師費、費用及支出(包括印花稅(如有))。
- 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 of the Purchaser will be accepted by the Vendor for the purpose of signing the 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.

  賈賈雙方同意並聲明本臨時合約只適用於賈方本人,賈方無權要求賣方與任何其他人簽訂正式合約,亦無權以任何形式向第三方轉讓本臨時合約的利益。賣方並不接受買方任何形式之受托人或獲提名人代買方簽署正式合約。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。
- The Purchaser shall solely bear and pay (a) all legal costs and disbursements for the preparation, execution, stamping, completion and registration of this Preliminary Agreement, the Agreement and the Assignment and (b) 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, (c) all costs for preparing certified copies of title deeds and documents of the Property, (d) all plan fees for plans to be annexed to the Agreement and the Assignment, (e) all stamp duty (including without limitation special stamp duty, buyer's stamp duty and ad valorem stamp duty), registration fee and other disbursements on this Preliminary Agreement, the Agreement and the Assignment, and (f) 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 manager of the Development 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, the Mortgage or the subsequent Assignment, 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 (b) to (f) listed above in any case.

(於此買賣交易中買方須負責繳付(a)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 (b) 有關草擬大廈公契及管理合約("公契")費用及附於該文件之圖則之費用的適當分攤; (c)業權文件認正副本之一切費用; (d) 本物業的正式合約及轉讓契之圖則費; (e) 一概有關本臨時合約、正式合約及轉讓契之四花稅(包括但不限於額外印花稅、買家印花稅及從價印花稅)、登記費及其他支出費用;及 (f)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,按照正式合約及公契向賣方或發展項目的管理人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、按揭及轉讓契事宜,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 (b) 至 (f) 項。

- 16. All further deposits, part payments of the Purchase Price and the balance of the Purchase Price and stamp duty shall be paid by the Purchaser by way of a cashier's order issued or a cheque certified good for payment by a licensed bank in Hong Kong in favour of the Vendor's solicitors for the relevant amount. 加付訂金、售價的任何部份及餘款及印花稅,必須以香港持牌銀行所發出的本票或書面保付的支票,並以賣方律師行作抬頭人支付。
- 17. 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。
- 18. 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。
- 19. Upon termination of this Preliminary Agreement, if this Preliminary Agreement has been registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf, the Vendor may unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.

如本臨時合約終止,而買方或其代表人將本臨時合約在土地註冊處註冊,買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。

- 20. The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate. 若賣方在本物業的權益屬衡平法權益而非法定產業權,買方不得提出反對。
- The Vendor reserves the right to rectify any errors or omissions in the Purchase Price and Payment Terms and the calculation of the Purchase Price of the Property.

  賣方保留權利修改有關售價及支付條款之錯誤或遺漏及該售價在計算方面之錯誤或遺漏。
- 22. If the Property consists of residential unit(s) as well as any Carparking 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。
- The Purchaser acknowledges and confirms that prior to the signing of this Preliminary Agreement, the Vendor's sales agent has fully explained to me/us that according to the provisions of the Land Grant of the lot where the Development is situated ("Lot") and the DMC, (a) the Residential Parking Spaces and the Motor Cycle Parking Spaces of the Development shall not be (i) assigned except (I) together with undivided shares in the Lot giving the right of exclusive use and possession of a residential unit or units; or (II) to a person who is already the owner of undivided shares in the Lot with the right of exclusive use and possession of a residential unit or units; (ii) underlet except to residents of the residential units; Provided that in any event not more than three in number of the total of the Residential Parking Space(s) and the Motor Cycle Parking Space(s) shall be assigned to the owner or underlet to the resident of any one residential unit in the building or buildings erected or to be erected on the Lot; (b) the Residential Parking Spaces and Motor Cycle Parking Spaces of the Development shall not be used for any purpose other than for the parking of motor vehicles or motor cycles (as the case may be) licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the Lot and their bona-fide guests, visitors and invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

置方謹此敬悉及確認在簽署本臨時合約之前,賣方之銷售代理已向本人/我們詳細解釋根據發展項目所處地段("該地段") 批地文件及公契之條款, (a) 發展項目之住宅車位及電單車車位不能 (i) 轉讓, 除非 (I) 連同該地段附有該地段現存或擬建建築物的住宅單位的專用權及管有權的不分割份數一同轉讓;或 (II) 轉讓予一名已擁有該地段明有該地段現存或擬建建築物的住宅單位的專用權及管有權的不分割份數的人士; (ii) 出租,除非給該地段附有該地段現存或擬建建築物的住宅單位的住戶;但是在任何情况下,不得轉讓予任何一位該地段現存或擬建建築物的住宅單位的業主或出租予住宅單位的住戶總共超過3個住宅車位及電單車車位; (b) 發展項目之住宅車位及電單車車位只供根據香港法例《道路交通條例》、其附屬規例及任何修訂法例獲發牌及屬於該地段現存或擬建建築物的住宅單位的住客及彼等之真正客人、訪客或獲邀請人之車輛或電單車停泊;該等住宅車位及電單車車位不得用作存放、展示或展覽車輛以供出售或其他用途,或用作提供汽車清潔及美容服務。

- 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。
- This Preliminary Agreement supersedes all prior negotiation, representation, understanding and agreement of the parties hereto. 本臨時買賣合約取代雙方過往所有之談判、申述、理解及協議。
- 26. 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。
- 27. The Chinese version of this Preliminary Agreement is a translation of the English version and is for reference only. In case of any discrepancy, inconsistency or dispute, the English version shall prevail.

  本臨時合約之中文版本乃英文版本的譯本,僅供參考之用。如解釋有任何差異、出入或爭議,概以英文版本為準。

The Purchaser has read this Preliminary Agreement and fully understands and agrees the contents of this Preliminary Agreement. 買方已細閱本臨時合約,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

### Silversands

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	毒士.
vendor	宣 万:

Pacific Asia Limited 恒泰昌有限公司

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/ Resident Identity Card of the People's Republic of China/ Exit-Entry Permit for Travelling to and from Hong Kong and Macau No. 香港身份證 / 護照 /商業登記證/中華人民共和國居民身份證 / 中華人民共和國往來港澳通行證號碼:

Purchaser's Hong Kong Correspondence/Hong Kong Registered Address 買方香港通訊/香港註冊地址:

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:

### Silversands

8 Yiu Sha Road 耀沙路8號

Descriptions of the Property (the "Property") 物業("本物業")之描述:

Tower	Floor	Flat	Carparking Space
座	樓	單位	停車位

Payment Term 付款方法	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 並須由買方接以下方式付予賣方 -
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 of Purchase Price 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		/ /	

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

- (a) by the Purchaser on or before / / 由買方於
- (b) by the Vendor on or before / / 由賣方於
- (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(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 Cheque / Cashier Order No. 支票 / 本票號碼: HK\$

Cheque/Cashier Order, subject to Bank Clearance 交來支票/本票以銀行過數作實

<sup>\*</sup>delete as appropriate 刪除不適用者

The Vendor agrees to sell and the Purchaser agrees to purchase the Property on the foregoing terms and conditions and subject to the "Other Terms and Conditions" hereinbelow. 賣方及買方於此同意根據上述條款及受下述其他條款及條件限制出售及購買本物業

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); "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) "working day" has the meaning given by section 2(1) of that Ordinance; "工作日"具有該條例第 2(1)條給予該詞的涵義;
  - (c) the floor area of an item under clause 5 is calculated in accordance with section 8(3) of that Ordinance; and 第5條所指的項目的樓面面積,按照該條例第8(3)條計算;及
  - (d) the area of an item under clause 5 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance. 第5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
- All stamp duty (including without limitation any ad valorem stamp duty, special stamp duty, buyer's stamp duty and additional 3. stamp duty chargeable under the Stamp Duty Ordinance (Cap. 117, Laws of Hong Kong) payable on this Preliminary Agreement, the Agreement and the Assignment shall be solely borne by the Purchaser. 有關本臨時合約及/或正式合約及/或其後的轉讓契之所有印花稅(包括但不限於根據香港法例第117章《印花稅條例》可 予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅),一概由買方承擔及支付
- 4. 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; 本臨時合約即告終止;

- (b) the Preliminary Deposit paid by the Purchaser is forfeited to the Vendor; and 買方支付的臨時訂金,即被沒收歸於賣方;及
- (c) the Vendor does not have any further claim against the Purchaser for the failure. 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
- 5. 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

- The sale and purchase of the Property includes the fittings, finishes and appliances as follows 6. Please refer to the "Schedule 1" attached to this Preliminary Agreement. The "Schedule 1" forms part of this Preliminary Agreement. 本物業買賣所包括的裝置、裝修物料及設備如下 — 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。
- 7. 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。
- The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 9 and fully 8. understands its contents. 買方已確認收到第9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。
- 9. For the purposes of clause 8, the following is the "Warning to Purchasers" -就第8條而言,"對買方的警告"內容如下 -
  - 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
  - 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。
  - 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 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

- 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。
- 10. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.

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。

- Notwithstanding that a term of this Preliminary Agreement purports to confer a benefit on any person who is not a party to this Preliminary Agreement, a person who is not a party to this Preliminary Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this Preliminary Agreement. 儘管本臨時合約的某條款看來是賦予任何非本臨時合約一方的人士一項利益,非本臨時合約一方的人士無權根據《合約(第三者權利)條例》(第 623 章)強制執行本臨時合約的任何條文或享有本臨時合約的任何條文的利益。
- 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. Subject to Clause 14, only the Purchaser who has signed this Preliminary Agreement will be permitted to sign the Agreement. 買方須於簽訂本臨時合約後的五個工作天內,於辦公時間到賣方律師行(若買方自行聘請律師,則到有關律師行)簽署一份正式合約,該正式合約是由賣方律師所訂有關本物業的正式合約。該正式合約內容買方一概不得更改。除第 14 條另有規定外,只有簽署本臨時合約之買方才能夠簽署正式合約。
- The Agreement will provide that in the event of the Purchaser requesting and the Vendor agreeing to execute a cancellation agreement or any other means which has the effect of cancelling the Agreement or the obligations of the Purchaser thereunder, the Vendor shall be entitled to retain the sum of 10% of the Purchase Price of the Property as consideration for its agreeing to cancel the Agreement and not as a penalty and the Purchaser will in addition pay or reimburse, as the case may be, to the Vendor all legal costs, charges and disbursements (including stamp duty, if any) in connection with the cancellation of the Agreement. 正式合約將訂明:如賣方就買方之要求同意以簽訂取消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十之款項作為同意取消正式合約之代價(而並非作為懲罰)及買方須另外向賣方支付或補償(視屬何情況而定)所有有關取消正式合約之律師費、費用及支出(包括印花稅(如有))。
- 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 of the Purchaser will be accepted by the Vendor for the purpose of signing the 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.

  賈賈雙方同意並聲明本臨時合約只適用於賈方本人,賈方無權要求賣方與任何其他人簽訂正式合約,亦無權以任何形式向第三方轉讓本臨時合約的利益。賣方並不接受買方任何形式之受托人或獲提名人代買方簽署正式合約。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。
- The Purchaser shall solely bear and pay (a) all legal costs and disbursements for the preparation, execution, stamping, completion and registration of this Preliminary Agreement, the Agreement and the Assignment and (b) 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, (c) all costs for preparing certified copies of title deeds and documents of the Property, (d) all plan fees for plans to be annexed to the Agreement and the Assignment, (e) all stamp duty (including without limitation special stamp duty, buyer's stamp duty and ad valorem stamp duty), registration fee and other disbursements on this Preliminary Agreement, the Agreement and the Assignment, and (f) 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 manager of the Development 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, the Mortgage or the subsequent Assignment, 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 (b) to (f) listed above in any case.

(於此買賣交易中買方須負責繳付(a)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 (b) 有關草擬大廈公契及管理合約("公契")費用及附於該文件之圖則之費用的適當分攤; (c)業權文件認正副本之一切費用; (d) 本物業的正式合約及轉讓契之圖則費; (e) 一概有關本臨時合約、正式合約及轉讓契之四花稅(包括但不限於額外印花稅、買家印花稅及從價印花稅)、登記費及其他支出費用;及 (f)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,按照正式合約及公契向賣方或發展項目的管理人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、按揭及轉讓契事宜,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 (b) 至 (f) 項。

- 16. All further deposits, part payments of the Purchase Price and the balance of the Purchase Price and stamp duty shall be paid by the Purchaser by way of a cashier's order issued or a cheque certified good for payment by a licensed bank in Hong Kong in favour of the Vendor's solicitors for the relevant amount. 加付訂金、售價的任何部份及餘款及印花稅,必須以香港持牌銀行所發出的本票或書面保付的支票,並以賣方律師行作抬頭人支付。
- 17. 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。
- 18. 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。
- 19. Upon termination of this Preliminary Agreement, if this Preliminary Agreement has been registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf, the Vendor may unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.

如本臨時合約終止,而買方或其代表人將本臨時合約在土地註冊處註冊,買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。

- 20. The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate. 若賣方在本物業的權益屬衡平法權益而非法定產業權,買方不得提出反對。
- The Vendor reserves the right to rectify any errors or omissions in the Purchase Price and Payment Terms and the calculation of the Purchase Price of the Property.

  賣方保留權利修改有關售價及支付條款之錯誤或遺漏及該售價在計算方面之錯誤或遺漏。
- 22. If the Property consists of residential unit(s) as well as any Carparking 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。
- The Purchaser acknowledges and confirms that prior to the signing of this Preliminary Agreement, the Vendor's sales agent has fully explained to me/us that according to the provisions of the Land Grant of the lot where the Development is situated ("Lot") and the DMC, (a) the Residential Parking Spaces and the Motor Cycle Parking Spaces of the Development shall not be (i) assigned except (I) together with undivided shares in the Lot giving the right of exclusive use and possession of a residential unit or units; or (II) to a person who is already the owner of undivided shares in the Lot with the right of exclusive use and possession of a residential unit or units; (ii) underlet except to residents of the residential units; Provided that in any event not more than three in number of the total of the Residential Parking Space(s) and the Motor Cycle Parking Space(s) shall be assigned to the owner or underlet to the resident of any one residential unit in the building or buildings erected or to be erected on the Lot; (b) the Residential Parking Spaces and Motor Cycle Parking Spaces of the Development shall not be used for any purpose other than for the parking of motor vehicles or motor cycles (as the case may be) licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the Lot and their bona-fide guests, visitors and invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

置方謹此敬悉及確認在簽署本臨時合約之前,賣方之銷售代理已向本人/我們詳細解釋根據發展項目所處地段("該地段") 批地文件及公契之條款, (a) 發展項目之住宅車位及電單車車位不能 (i) 轉讓, 除非 (I) 連同該地段附有該地段現存或擬建建築物的住宅單位的專用權及管有權的不分割份數一同轉讓;或 (II) 轉讓予一名已擁有該地段明有該地段現存或擬建建築物的住宅單位的專用權及管有權的不分割份數的人士; (ii) 出租,除非給該地段附有該地段現存或擬建建築物的住宅單位的住戶;但是在任何情况下,不得轉讓予任何一位該地段現存或擬建建築物的住宅單位的業主或出租予住宅單位的住戶總共超過3個住宅車位及電單車車位; (b) 發展項目之住宅車位及電單車車位只供根據香港法例《道路交通條例》、其附屬規例及任何修訂法例獲發牌及屬於該地段現存或擬建建築物的住宅單位的住客及彼等之真正客人、訪客或獲邀請人之車輛或電單車停泊;該等住宅車位及電單車車位不得用作存放、展示或展覽車輛以供出售或其他用途,或用作提供汽車清潔及美容服務。

- 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。
- This Preliminary Agreement supersedes all prior negotiation, representation, understanding and agreement of the parties hereto. 本臨時買賣合約取代雙方過往所有之談判、申述、理解及協議。
- 26. 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。
- 27. The Chinese version of this Preliminary Agreement is a translation of the English version and is for reference only. In case of any discrepancy, inconsistency or dispute, the English version shall prevail.

  本臨時合約之中文版本乃英文版本的譯本,僅供參考之用。如解釋有任何差異、出入或爭議,概以英文版本為準。

The Purchaser has read this Preliminary Agreement and fully understands and agrees the contents of this Preliminary Agreement. 買方已細閱本臨時合約,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

External Wall 外牆	Curtain wall, glass wall, tile, natural stone, aluminium cladding, aluminium louvre and paint. 幕牆、玻璃牆、瓷磚、天然石材、鋁質飾板、鋁質百葉及油漆。
Internal Wall 內牆	All flats except flat specified below: - Emulsion paint where exposed for living room, dining room and bedrooms.  所有單位除以下指定單位外: - 客廳、飯廳及睡房內牆之外露牆身髹上乳膠漆。  For Flat A on 3/F of Tower 2: - Living and dining room: Wallpaper, metal, timber veneer and mirror on exposed surface Master bedroom: Wallpaper, metal, glass, timber veneer and vinyl Bedroom 1: Wallpaper, metal, fabric panel, timber veneer and glass Bedroom 2: Wallpaper, metal, glass and timber veneer.  第2座3樓A單位: - 客廳及飯廳:採用牆紙、金屬、木皮飾面及鏡於外露位置。 - 主人睡房:牆紙、金屬、玻璃、木皮飾面及玻璃。 - 睡房1:牆紙、金屬、布料板、木皮飾面及玻璃。 - 睡房2:牆紙、金屬、玻璃及木皮飾面。
天花板	All flats except flat specified below: - Emulsion paint on gypsum board false ceiling and exposed surface for living room, dining room and bedrooms.  所有單位除以下指定單位外: - 客廳、飯廳及睡房外露天花位置及石膏板假天花髹上乳膠漆。  For Flat A on 3/F of Tower 2: - Living and dining room: Timber veneer, wallpaper and emulsion paint on exposed false ceiling Master bedroom: Timber veneer and wallpaper on exposed false ceiling Bedroom 1 and Bedroom 2: Emulsion paint on gypsum board false ceiling and exposed surface.  第2座3樓A單位: - 客廳及飯廳:採用木皮飾面、牆紙及乳膠漆於外露假天花。 - 主人睡房: 木皮飾面及牆紙於外露假天花。 - 睡房1及睡房2:乳膠漆於石膏板假天花及外露位置。

# Internal Floor All flats except flat specified below: 内部地板 Living and dining room: Engineered timber flooring and natural stone, reconstituted stone border adjoining the balcony or flat roof. Bedroom: Engineered timber flooring, reconstituted stone border adjoining the flat roof or utility platform. 所有單位除以下指定單位外: 客廳及飯廳: 複合木地板及天然石材, 複合石於緊接露台或平台的單位部份。 睡房: 複合木地板, 複合石於緊接平台或工作平台的單位部份。 For Flat A on 3/F of Tower 2: Living and dining room: Engineered timber flooring, stainless steel divider strip and natural stone. 第2座3樓A單位: 客廳及飯廳: 複合木地板、不銹鋼分隔條及天然石材。 For Flat B on 1/F - 3/F, 5/F-8/F of Tower 1 and all flats of Tower 5A & 5B: Living and dining room: Engineered timber flooring, reconstituted stone border adjoining the balcony or flat roof. 第1座1樓至3樓、5樓至8樓之B單位,第5A及5B座所有單位: 複合木地板,複合石於緊接露台或平台的單位部份。 Doors Timber door to be provided at main entrance, bedroom, utility room, kitchen and 門 bathroom. 大門入口、睡房、工作間、廚房及浴室裝設木門。 Aluminium framed aluminium door is provided at balcony, utility platform and flat roof. 露台、工作平台、平台裝設鋁框鋁門。 Aluminium door to be provided at lavatory. 廁所裝設鋁門。 Aluminium gate to be provided at flat roof gate on Roof. 天台之平台裝設鋁閘。 Metal framed glass door to be provided at master bedroom of Flat A on 3/F of Tower 2. 第2座3樓A單位之主人睡房門裝設金屬框玻璃門。 Bathroom Sanitary Fitment to be provided. 提供潔具。 浴室 Floors are finished with tile and natural stone where exposed. 外露地台鋪砌瓷磚及天然石材。 Walls are finished with tile and natural stone on exposed surfaces up to the false ceiling. 外露牆身鋪砌瓷磚及天然石材至假天花。 Ceilings are finished with gypsum board false ceiling in emulsion paint and aluminium false ceiling where exposed. 石膏板假天花髹乳膠漆及鋁質假天花於外露位置。

# Kitchen Floors are finished with tile and reconstituted stone border adjoining the flat roof or utility platform on exposed surfaces. 廚房 外露地台鋪砌瓷磚及複合石於緊接平台或工作平台的單位部份。 Walls are finished with glass, metal and tile on exposed surfaces up to false ceilings. 牆身鋪砌玻璃、金屬及瓷磚至假天花外露位置。 Ceilings are finished with gypsum board false ceiling with emulsion paint and aluminium false ceiling on exposed surface. 石膏板假天花髹上乳膠漆及鋁質假天花於外露位置。 Cooking benches are finished with reconstituted stone. 廚房檯面鋪砌複合石。 Open Kitchen Floors are finished with engineered timber flooring and reconstituted stone on exposed surfaces. 開放式廚房 外露地台鋪砌複合木地板及複合石。 Walls are finished with glass and metal on exposed surfaces up to false ceilings. 牆身鋪砌玻璃及金屬至假天花外露位置。 Ceilings are finished with gypsum board false ceiling with emulsion paint on exposed surface. 石膏板假天花髹上乳膠漆於外露位置。 Cooking benches are finished with reconstituted stone. 廚房檯面鋪砌複合石。 Other provisions Air conditioner for living room, dining room and all bedrooms. 客廳、飯廳及所有睡房裝有冷氣機。 其他設施 Induction hob (for open kitchen), gas hob (for non-open kitchen), cooker hood, refrigerator, microwave oven with grill, combination steam oven (for Tower 1, 2 & 3), steam oven (for Tower 1, 2 & 3), thermo ventilator, ventilation fan and washer dryer. 電磁爐(供開放式廚房)、煤氣煮食爐(供廚房)、抽油煙機、雪櫃、微波燒烤爐、 蒸焗爐(供第1、2及3座)、蒸爐(供第1、2及3座)、浴室寶、抽氣扇及洗衣乾衣 機。 Water heater to be provided. 單位裝有熱水爐。

## 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:

Tower	1 座 Floor (	G 樓 Fla	at A	單位						
(a) the saleab	ole area of the Property is 本物			, ,						
108.945	平方米 square metres/	1,173	平方呎,	其中 square f	eet of which -					
	_ 平方米 square metres/			-		area of the	balconv:			
	平方米 square metres/平方呎為露台的樓面面積 square feet is the floor area of the balcony;平方米 square metres/平方呎為工作平台的樓面面積 square feet is the floor area of the utility platform;									
(b) 其他量度	上尺寸為 other measurements a	are –	1 /3 / €///3	1% Б., УІДШІ			, , , , , , , , , , , , , , , , , , , ,			
	面積為 the area of the air-con		room is		平方米 square metres/		平方呎 square feet;			
	為 the area of the bay window				平方米 square metres/		平方呎 square feet;			
	為 the area of the cockloft is				平方米 square metres/		平方呎 square feet;			
平台的面積為	為 the area of the flat roof is			47.416	平方米 square metres/	510	平方呎 square feet;			
花園的面積為	為 the area of the garden is				平方米 square metres/		平方呎 square feet;			
停車位的面積	積為 the area of the parking sp	pace is			平方米 square metres/		平方呎 square feet;			
天台的面積流	為 the area of the roof is				平方米 square metres/		平方呎 square feet;			
梯屋的面積為	為 the area of the stairhood is				平方米 square metres/		平方呎 square feet;			
前庭的面積為	為 the area of the terrace is				平方米 square metres/		平方呎 square feet;			
庭院的面積為	為 the area of the yard is				平方米 square metres/		平方呎 square feet.			
<b>Tower</b> (a) the saleab		<b>樓 Fla</b> ]業的實用面積		單位						
106.939	平方米 square metres/	1,151	平方呎,	其中 square f	eet of which -					
5.186	_ 平方米 square metres/	56		-	面積 square feet is the floor a	area of the	balconv:			
1.625	_ 平方米 square metres/	17			婁面面積 square feet is the f					
	_ 平方米 square metres/				面積;及 square feet is the f					
(b) 其他量度	上 尺寸為 other measurements a	are –	1 /3 / €///3	1% Б., УІДШІ			, , , , , , , , , , , , , , , , , , , ,			
	面積為 the area of the air-con	room is		平方米 square metres/		平方呎 square feet;				
	為 the area of the bay window			平方米 square metres/		平方呎 square feet;				
	為 the area of the cockloft is			平方米 square metres/		平方呎 square feet;				
平台的面積為 the area of the flat roof is				7.747	平方米 square metres/	83	平方呎 square feet;			
花園的面積為	為 the area of the garden is			平方米 square metres/		<del>-</del>				
				十月小 square menes/		平方呎 square feet;				
停車位的面積	積為 the area of the parking sp	pace is			平方米 square metres/		_ 半方呎 square feet; 平方呎 square feet;			
	積為 the area of the parking sp 為 the area of the roof is	pace is			-					
天台的面積為		pace is			平方米 square metres/		_ 平方呎 square feet;			
天台的面積 梯屋的面積	為 the area of the roof is	pace is			平方米 square metres/ 平方米 square metres/		平方呎 square feet; 平方呎 square feet;			

Tower	1 座	Floor _	2	樓	Flat	A	單位			
(a) the saleabl	e area of the Pr	roperty is Z	本物業的	)實用	面積為	<del>5</del> -				
106.939	平方米 squar	re metres/	1	,151	<u> </u>	平方呎,	其中 square	feet of which -		
5.186	平方米 square metres/ 56						面積 square feet is the floo	r area of the b	alcony;	
1.625	平方米 square metres/ 17						樓面面積 square feet is the			
	平方米 squar							面積;及 square feet is the		
(b) 其他量度	尺寸為 other m	neasuremer	nts are –							
空調機房的面	頂為 the area	of the air-o	conditio	ning p	olant ro	om is		_ 平方米 square metres/		平方呎 square feet;
窗台的面積為	the area of the	e bay wind	low is					_ 平方米 square metres/		平方呎 square feet;
	the area of the					,		_ 平方米 square metres/		平方呎 square feet;
	the area of the					,		_ 平方米 square metres/		平方呎 square feet;
	the area of the	-						_ 平方米 square metres/		平方呎 square feet;
	貴為 the area of		g space	is				平方米 square metres/		平方呎 square feet;
	the area of the							_ 平方米 square metres/		平方呎 square feet;
	the area of the							_ 平方米 square metres/		平方呎 square feet;
	the area of the							_ 平方米 square metres/		平方呎 square feet;
庭院的面積為	the area of the	e yard is				-		_ 平方米 square metres/		平方呎 square feet.
	1 座 e area of the Pr		<b>本物業</b> 的				<b>單位</b>	for a of orbital		
106.939 5.186	平方米 squar			,151 56				feet of which - 面積 square feet is the floo	£41 1.	-1
1.625	平方米 squar 平方米 squar			17				画價 square feet is the floo 樓面面積 square feet is the		•
1.023	· 平方示 squar 平方米 squar							<b>面積;及 square feet is the</b>		
(b) 甘他量度	一十万不 squar 尺寸為 other m		nts are _			十八八点	勿口印度田	四個,及 square reet is the	noor area or	the verandan, and
	「積為 the area				olant ro	om is		平方米 square metres/		平方呎 square feet;
	为 the area of the			5 1	Juni 10	Om is		_ 平方米 square metres/		平方呎 square feet;
	the area of the							_ 平方米 square metres/		平方呎 square feet;
	the area of the							_ 平方米 square metres/		平方呎 square feet;
	the area of the					•		平方米 square metres/		平方呎 square feet;
	貴為 the area of			is		•		平方米 square metres/		平方呎 square feet;
	the area of the		0 1			,		平方米 square metres/		平方呎 square feet;
	the area of the		l is			•		平方米 square metres/		平方呎 square feet;
	the area of the					•		平方米 square metres/		平方呎 square feet;
	the area of the					•		平方米 square metres/		平方呎 square feet.
<b>Tower</b> (a) the saleabl	1座 e area of the Pr	Floor		<b>樓</b> 的實用	Flat  面積為	<u>A</u>	單位			
106.939	平方米 squar	re metres/	1	,151	<u> </u>	平方呎,	其中 square	feet of which -		
5.186	平方米 squar			56				面積 square feet is the floo	r area of the h	alcony:
1.625	平方米 squar			17				樓面面積 square feet is the		
	平方米 squar							面積;及 square feet is the		
	尺寸為 other m		nts are –			1 23 7 € 7 6 7 6 1	<i>ж</i> Беурды	ш/х / Д		,
	積為 the area				olant ro	om is		平方米 square metres/		平方呎 square feet;
	the area of the			01		,		平方米 square metres/		平方呎 square feet;
	the area of the					;		平方米 square metres/		平方呎 square feet;
	the area of the					•		平方米 square metres/		平方呎 square feet;
	the area of the					;		平方米 square metres/		平方呎 square feet;
	。 貴為 the area of			is		•		平方米 square metres/		平方呎 square feet;
	the area of the		_			•		平方米 square metres/		平方呎 square feet;
梯屋的面積為	the area of the	e stairhood	l is			•		_ 平方米 square metres/		平方呎 square feet;
	the area of the					•		平方米 square metres/		平方呎 square feet;
庭院的面積為	the area of the	e yard is				· -		平方米 square metres/		平方呎 square feet.

Tower	1座	Floor	1 樓	Flat	В	單位			
(a) the saleabl	e area of the Pro	operty is 本	物業的實用	面積為-					
85.567	平方米 squar	e metres/	921	平	方呎,其	中 square	feet of which -		
4.916	平方米 squar		53				面積 square feet is the floor	area of the b	oalcony;
1.625	平方米 square	e metres/	17	平	方呎為エ	作平台的	樓面面積 square feet is the	floor area of	the utility platform;
	平方米 square	e metres/		平	方呎為陽	台的樓面	面積;及 square feet is the	floor area of	the verandah; and
	尺寸為 other m								
	面積為 the area			lant roo	m is _		_ 平方米 square metres/		_ 平方呎 square feet;
	the area of the	•	w is		_		_ 平方米 square metres/		平方呎 square feet;
	the area of the				_		_ 平方米 square metres/		平方呎 square feet;
	the area of the				_		_ 平方米 square metres/		平方呎 square feet;
	the area of the				_		_ 平方米 square metres/		平方呎 square feet;
	复為 the area of the area of the		space is		_		_ 平方米 square metres/ 平方米 square metres/		平方呎 square feet; 平方呎 square feet;
	the area of the		c.		_		_ 平方术 square metres/ 平方米 square metres/		平方呎 square feet; 平方呎 square feet;
	the area of the		8		_		- 平方米 square metres/ 平方米 square metres/		平方呎 square feet, 平方呎 square feet;
	the area of the				_		_ 平方术 square metres/ 平方米 square metres/		平方呎 square feet.
灰色70日7日1月5小	y the area of the	yara 13			_		_   /J/N square metres/		_   /J//\chi square reet.
					_				
Tower	1座	Floor	<u>8</u> 樓	Flat	В	單位			
(a) the saleabl	e area of the Pro	operty is 本	物業的實用	面積為-					
85.567	平方米 squar	e metres/	921	平	方呎,其	t中 square	feet of which -		
4.916	平方米 square	e metres/	53	平	方呎為露	官台的樓面	面積 square feet is the floor	area of the b	oalcony;
1.625	平方米 square	e metres/	17	平	方呎為エ	作平台的	樓面面積 square feet is the	floor area of	the utility platform;
	平方米 squar			平	方呎為陽	合的樓面	面積;及 square feet is the	floor area of	the verandah; and
	尺寸為 other m								
	積為 the area			lant rooi	m is _		_ 平方米 square metres/		平方呎 square feet;
	the area of the		w is		_		平方米 square metres/		平方呎 square feet;
	the area of the				_		_ 平方米 square metres/		平方呎 square feet;
	the area of the the the the area of the				_		_ 平方米 square metres/ 平方米 square metres/		平方呎 square feet; 平方呎 square feet;
	景 the area of the	-	enaca is		_		_ 平方术 square metres/ 平方米 square metres/		平方呎 square feet; 平方呎 square feet;
	为 the area of the		space is		_		_ 平方术 square metres/ 平方米 square metres/		平方呎 square feet; 平方呎 square feet;
	the area of the		s		_		_ 下方术 square metres/ 平方米 square metres/		平方呎 square feet;
	the area of the				_		_ 平方米 square metres/		平方呎 square feet;
	the area of the				_		平方米 square metres/		平方呎 square feet.
, _,, _ , , , , , , , , , , , , , , , ,	-	•			_				
_	2 34					<b>PP</b> 13			
Tower		Floor G		Flat	A	單位			
(a) the saleabl	e area of the Pro	operty is A	彻亲旳賈用	囬傾為-					
96.402	平方米 squar	e metres/	1,038	平	方呎,其	t中 square	feet of which -		
	平方米 square						面積 square feet is the floor		
	平方米 square						樓面面積 square feet is the		
	平方米 squar			平	方呎為陽	台的樓面	面積;及 square feet is the	floor area of	the verandah; and
	尺寸為 other m								T: ->
	積為 the area			lant rooi	m 18		_ 平方米 square metres/		平方呎 square feet;
	the area of the the the the area of the		w IS		_		_ 平方米 square metres/ 平方米 square metres/		平方呎 square feet; 平方呎 square feet;
	the area of the				_	66.370	_ 平方示 square metres/ 平方米 square metres/	714	平方呎 square feet; 平方呎 square feet;
	the area of the				_		_ 平方术 square metres/ 平方米 square metres/		平方呎 square feet; 平方呎 square feet;
	景為 the area of	-	space is		_		_ 平方术 square metres/ 平方米 square metres/		平方呎 square feet;
	the area of the				_		_ 平方术 square metres/ 平方米 square metres/		平方呎 square feet;
	the area of the		S		_		_ 下方术 square metres/ 平方米 square metres/		平方呎 square feet;
	the area of the				_		平方米 square metres/		平方呎 square feet;
	the area of the				_		平方米 square metres/		平方呎 square feet.

Tower		Floor	1 樓	Flat	Α	單位			
(a) the saleabl	le area of the I	Property is 7	<b>大物業的實用</b>	面積為	-				
103.231	平方米 squa	are metres/	1,111	<u> </u>	方职,自	t 🖈 square	feet of which -		
4.828	_ 「万水 squa 平方米 squa		52			_	面積 square feet is the floor a	area of the l	halcony:
1.689	_ 「万水 squa 平方米 squa		18				樓面面積 square feet is the f		
	_ 下方米 squa 平方米 squa						面積;及 square feet is the f		
(b) 甘他量度	/ /// squi 尺寸為 other :		nts are —	'	7170000	のロロガ安田	画演,	1001 tireti ol	the verandan, and
	五積為 the area			lant roo	m is		平方米 square metres/		平方呎 square feet;
	詩 the area of the			runt 100	_		_ 平方米 square metres/		_ 平方尺 square feet; 平方呎 square feet;
	∄ the area of t	-			=		_ 平方米 square metres/		_ 平方呎 square feet;
	詩 the area of t				_		_ 平方米 square metres/		_ 下方尺 square feet; 平方呎 square feet;
	∄ the area of t				=		_ 平方米 square metres/		_ 下方尺 square feet; 平方呎 square feet;
	責為 the area o	-			=		_ 平方米 square metres/		_ 平方呎 square feet;
	詩 the area of t		5 space is		=		_ 平方米 square metres/		_ 平方呎 square feet;
	∄ the area of t		ic		_		_ 下方术 square metres/ 平方米 square metres/		_ 下方火 square feet; 平方呎 square feet;
	∄ the area of t				_		- 平方米 square metres/ 平方米 square metres/		_ 下方火 square feet; 平方呎 square feet;
	∄ the area of t				_		_ 平方术 square metres/ 平方米 square metres/		_ 平方央 square feet. 平方呎 square feet.
处于几日了田门县东	inc area or t	ne yaru is			-		_ +/J/K square metres/		_ +JJ \ square rect.
Tower	2 座	Floor	2 樓	Flat	Α	單位			
	le area of the I					_ +			
103.231	_ 平方米 squa		1,111				feet of which -		
4.828	_ 平方米 squa		52	<u> </u>	方呎為圍	了台的樓面	面積 square feet is the floor	area of the l	balcony;
1.689	_ 平方米 squa	are metres/	18	<u> </u>	方呎為コ	_作平台的	樓面面積 square feet is the f	loor area of	f the utility platform;
	_ 平方米 squa			<u> </u>	方呎為陽	易台的樓面	面積;及 square feet is the f	loor area of	f the verandah; and
(b) 其他量度	尺寸為 other:	measuremen	its are –						
空調機房的面	面積為 the area	a of the air-c	conditioning p	lant roo	m is		_ 平方米 square metres/		_ 平方呎 square feet;
窗台的面積為	討 the area of t	he bay wind	ow is		_		_ 平方米 square metres/		_ 平方呎 square feet;
閣樓的面積為	討 the area of t	he cockloft i	is		_		_ 平方米 square metres/		_ 平方呎 square feet;
平台的面積為	討 the area of t	he flat roof i	S		_		_ 平方米 square metres/		_ 平方呎 square feet;
花園的面積為	討 the area of t	he garden is			_		_ 平方米 square metres/		_ 平方呎 square feet;
停車位的面積	責為 the area o	f the parking	g space is		_		_ 平方米 square metres/		_ 平方呎 square feet;
天台的面積為	詩 the area of t	he roof is					平方米 square metres/		_ 平方呎 square feet;
梯屋的面積為	詩 the area of t	he stairhood	is		_		平方米 square metres/		平方呎 square feet;
前庭的面積為	the area of t	he terrace is			_		平方米 square metres/		平方呎 square feet;
庭院的面積為	动 the area of t	he yard is			_		平方米 square metres/		平方呎 square feet.
									<del>-</del>
Tower	2座	Floor	G 樓	Flat	В	單位			
(a) the saleabl	le area of the I	Property is 🕏	本物業的實用	面積為	-				
106.580	平方米 squa	ro motros/	1,147	77	· 古	th causes	feet of which -		
	_ 平力水 squa 平方米 squa					-	面積 square feet is the floor a	oron of the l	halaany
	_ 平万示 squa 平方米 squa						博面面積 square feet is the fi		
-							-		
 a、+ t l l l l p p	平方米 squa			+	· 万 吹	<b>京口口)(</b> 安山	面積;及 square feet is the f	ioor area oi	. the verandan; and
	尺寸為 other i			1. 4			ਜ਼ → ਪ		77 → 111 C .
	面積為 the area			nant roo	m is _		_ 平方米 square metres/		_ 平方呎 square feet;
	the area of t				_		_ 平方米 square metres/		_ 平方呎 square feet;
	the area of t				_	45.046	_ 平方米 square metres/	105	_ 平方呎 square feet;
	the area of t				_	45.046	_ 平方米 square metres/	485	_ 平方呎 square feet;
	the area of the				_		_ 平方米 square metres/		_ 平方呎 square feet;
	責為 the area o		g space is		_		_ 平方米 square metres/		_ 平方呎 square feet;
	詩 the area of t				_		_ 平方米 square metres/		_ 平方呎 square feet;
	詩 the area of t		is		_		_ 平方米 square metres/		_ 平方呎 square feet;
	詩 the area of t				_		_ 平方米 square metres/		_ 平方呎 square feet;
庭院的面積為	动 the area of t	he yard is			_		_ 平方米 square metres/		_ 平方呎 square feet.

Tower 2 座 Floor 1 樓 Flat B	單位
(a) the saleable area of the Property is 本物業的實用面積為-	<del></del> -
116.013 平方米 square metres/ 1,249 平方呎,是	其中 square feet of which -
· · · · · · · · · .	露台的樓面面積 square feet is the floor area of the balcony;
1.622 平方米 square metres/ 17 平方呎為	工作平台的樓面面積 square feet is the floor area of the utility platform;
平方米 square metres/ 平方呎為	易台的樓面面積;及 square feet is the floor area of the verandah; and
(b) 其他量度尺寸為 other measurements are –	
空調機房的面積為 the area of the air-conditioning plant room is	平方米 square metres/ 平方呎 square feet;
窗台的面積為 the area of the bay window is	平方米 square metres/ 平方呎 square feet;
閣樓的面積為 the area of the cockloft is	平方米 square metres/ 平方呎 square feet;
平台的面積為 the area of the flat roof is	—— 平方米 square metres/ —— 平方呎 square feet;
花園的面積為 the area of the garden is	平方米 square metres/ — 平方呎 square feet;
停車位的面積為 the area of the parking space is	平方米 square metres/ 平方呎 square feet;
天台的面積為 the area of the roof is 梯屋的面積為 the area of the stairhood is	平方米 square metres/平方呎 square feet;平方米 square metres/平方呎 square feet;
所庭的面積為 the area of the terrace is	平方米 square metres/ 平方米 square feet; 平方米 square metres/ 平方呎 square feet;
庭院的面積為 the area of the yard is	平方米 square metres/ 平方米 square feet.
pepharimagan the area of the yard is	
Tower <u>2</u> 座 Floor <u>2</u> 樓 Flat <u>B</u>	單位
(a) the saleable area of the Property is 本物業的實用面積為-	
116.013 平方米 square metres/ 1,249 平方呎,	其中 square feet of which -
· · · · · · · · · .	露台的樓面面積 square feet is the floor area of the balcony;
	工作平台的樓面面積 square feet is the floor area of the utility platform;
	場台的樓面面積;及 square feet is the floor area of the verandah; and
(b) 其他量度尺寸為 other measurements are —	
空調機房的面積為 the area of the air-conditioning plant room is	平方米 square metres/ 平方呎 square feet;
窗台的面積為 the area of the bay window is	平方米 square metres/ 平方呎 square feet;
閣樓的面積為 the area of the cockloft is	平方米 square metres/ 平方呎 square feet;
平台的面積為 the area of the flat roof is	平方米 square metres/ 平方呎 square feet;
花園的面積為 the area of the garden is	平方米 square metres/ 平方呎 square feet;
停車位的面積為 the area of the parking space is	平方米 square metres/ 平方呎 square feet;
天台的面積為 the area of the roof is	平方米 square metres/ 平方呎 square feet;
梯屋的面積為 the area of the stairhood is	平方米 square metres/ 平方呎 square feet;
前庭的面積為 the area of the terrace is	平方米 square metres/ 平方呎 square feet;
庭院的面積為 the area of the yard is	平方米 square metres/ 平方呎 square feet.
Tower 2 座 Floor 3 樓 Flat B	單位
(a) the saleable area of the Property is 本物業的實用面積為-	
	其中 square feet of which -
	露台的樓面面積 square feet is the floor area of the balcony;
	工作平台的樓面面積 square feet is the floor area of the utility platform;
	易台的樓面面積;及 square feet is the floor area of the verandah; and
(b) 其他量度尺寸為 other measurements are –	
空調機房的面積為 the area of the air-conditioning plant room is	平方米 square metres/ 平方呎 square feet;
窗台的面積為 the area of the bay window is	——— 平方米 square metres/ ——— 平方呎 square feet;
閣樓的面積為 the area of the cockloft is	—— 平方米 square metres/ —— 平方呎 square feet;
平台的面積為 the area of the flat roof is	平方米 square metres/ 平方呎 square feet;
花園的面積為 the area of the garden is	平方米 square metres/ 平方呎 square feet;
停車位的面積為 the area of the parking space is	——— 平方米 square metres/ ——— 平方呎 square feet;
天台的面積為 the area of the roof is	——— 平方米 square metres/ ——— 平方呎 square feet;
梯屋的面積為 the area of the stairhood is	——— 平方米 square metres/ ——— 平方呎 square feet;
前庭的面積為 the area of the terrace is	——— 平方米 square metres/ ——— 平方呎 square feet;
庭院的面積為 the area of the yard is	平方米 square metres/ 平方呎 square feet.

Tower	3	<b>Floor</b>	G	樓	Flat	A	單位			
(a) the saleabl	le area of the	Property is	本物業	的實用	目面積為	<del>-</del>				
106.572	亚方米 son	are metres/	,	1,147	7 :	亚方呎,	甘中 squar	re feet of which -		
	_	are metres/						面面積 square feet is the floor	area of the	halcony.
		are metres/						的樓面面積 square feet is the		
	_	are metres/						面面積;及 square feet is the		
(b) 其他量度	_					1 /3 / ////	01% [217]	出出 展 , 人 square rece is the		i dio , orangan, and
空調機房的面					plant ro	oom is		平方米 square metres/		平方呎 square feet;
窗台的面積為				0,	•			— 平方米 square metres/		平方呎 square feet;
閣樓的面積為								— 平方米 square metres/		平方呎 square feet;
平台的面積為							31.984		344	平方呎 square feet;
花園的面積為								平方米 square metres/		— 平方呎 square feet;
停車位的面積	責為 the area	of the parki	ng spac	e is				— 平方米 square metres/		_ 平方呎 square feet;
天台的面積為	动 the area of	the roof is						—— 平方米 square metres/		— 平方呎 square feet;
梯屋的面積為	the area of	the stairhoo	od is					平方米 square metres/		— 平方呎 square feet;
前庭的面積為	the area of	the terrace	is					平方米 square metres/		— 平方呎 square feet;
庭院的面積為	∄ the area of	the yard is						平方米 square metres/		平方呎 square feet.
										_
<b>TD</b>	2 m	<del>7</del> 171	1	<del>141</del>	TN - 4		ᄪᄽ			
Tower	<u>3</u> 🛚		1 ++#/m+#	<b>樓</b>	Flat		單位			
(a) the saleable	ie area oi the	Property is	平彻耒	的真片	寸凹 <i>恨。</i>	<del>-</del> -				
116.015	_	are metres/		1,249	<del>)</del> :	平方呎,	其中 squar	re feet of which -		
5.053		are metres/		54				面面積 square feet is the floor		
1.622	_	are metres/		17				的樓面面積 square feet is the		
		are metres/				平方呎為	陽台的樓面	面面積;及 square feet is the	floor area c	of the verandah; and
(b) 其他量度										
空調機房的面	面積為 the are	ea of the air	-condit	ioning <sub>]</sub>	plant ro	oom is		平方米 square metres/		_ 平方呎 square feet;
窗台的面積為		-						平方米 square metres/		_ 平方呎 square feet;
閣樓的面積為								平方米 square metres/		_ 平方呎 square feet;
平台的面積為								平方米 square metres/		_ 平方呎 square feet;
花園的面積為		-						平方米 square metres/		_ 平方呎 square feet;
停車位的面積			ng spac	e is				平方米 square metres/		_ 平方呎 square feet;
天台的面積為								平方米 square metres/		_ 平方呎 square feet;
梯屋的面積為								平方米 square metres/		_ 平方呎 square feet;
前庭的面積為			is					平方米 square metres/		_ 平方呎 square feet;
庭院的面積為	动 the area of	the yard is						平方米 square metres/		_ 平方呎 square feet.
Tower	3 🗚	Floor	2	樓	Flat	A	單位			
(a) the saleabl	~						<del></del>			
116.015	_	are metres/		1,249				re feet of which -		
5.053	_	are metres/		54				面面積 square feet is the floor		
1.622		are metres/		17				的樓面面積 square feet is the		
		are metres/				平方呎為	為陽台的樓面	面面積;及 square feet is the	floor area o	of the verandah; and
(b) 其他量度					_					
空調機房的面				ioning <sub>j</sub>	plant ro	oom is		平方米 square metres/		_ 平方呎 square feet;
窗台的面積為								平方米 square metres/		_ 平方呎 square feet;
閣樓的面積為								平方米 square metres/		_ 平方呎 square feet;
平台的面積為								平方米 square metres/		_ 平方呎 square feet;
花園的面積為		-						平方米 square metres/		_ 平方呎 square feet;
停車位的面積			ng spac	e is				平方米 square metres/		_ 平方呎 square feet;
天台的面積為								平方米 square metres/		_ 平方呎 square feet;
梯屋的面積為								平方米 square metres/		_ 平方呎 square feet;
前庭的面積為	动 the area of	the terrace i	is					平方米 square metres/		平方呎 square feet;

庭院的面積為 the area of the yard is

Tower	3	座 Floor _	3	樓	Flat	A	單位			
(a) the saleable	e area of th	e Property is	本物業的	勺實用	面積為·	-				
116.015	平方米 se	quare metres/	]	1,249	平	方呎,其	其中 square	feet of which -		
5.053		quare metres/		54				面積 square feet is the floor	area of the b	alcony;
1.622	平方米 se	quare metres/		17	平	方呎為.	L作平台的	樓面面積 square feet is the	floor area of	the utility platform;
	平方米 se	quare metres/			平	方呎為阿	易台的樓面	面積;及 square feet is the	floor area of	the verandah; and
(b) 其他量度原										
空調機房的面				ning p	lant roo	m is		_ 平方米 square metres/		平方呎 square feet;
窗台的面積為						_		_ 平方米 square metres/		平方呎 square feet;
閣樓的面積為						-		_ 平方米 square metres/		平方呎 square feet;
平台的面積為 花園的面積為						_		_ 平方米 square metres/		平方呎 square feet;
停車位的面積		-		is		_		_ 平方米 square metres/ 平方米 square metres/		平方呎 square feet; 平方呎 square feet;
天台的面積為			ng space	15		-		_ 平方米 square metres/ 平方米 square metres/		平方呎 square feet;
梯屋的面積為			d is			-		_ 下方术 square metres/ 平方米 square metres/		平方呎 square feet;
前庭的面積為						-		_ 平方米 square metres/		平方呎 square feet;
庭院的面積為			_			-		平方米 square metres/		平方呎 square feet.
, <u>с</u> рапа <u>ш</u> рум		, , , , , , , , , , , , , , , , , , ,				_		_   / /3/// 1		. 1 23 7 4 4
	•		~			_				
Tower	3	座 Floor _		樓	Flat	В	單位			
(a) the saleable	e area of th	e Property is	本物業日	勺貫用	面槓為·	-				
96.297	平方米 se	quare metres/	1	1,037	<u> </u>	方呎,其	其中 square	feet of which -		
	平方米 se	quare metres/			<u> </u>	方呎為蠶	<b>喀台的樓面</b>	面積 square feet is the floor	area of the b	alcony;
		quare metres/						樓面面積 square feet is the		
		quare metres/			<u></u> 平	方呎為阿	易台的樓面	面積;及 square feet is the	floor area of	the verandah; and
(b) 其他量度及					1			₩ + V		ਹ∉ <del>ੇ</del> ਜ਼ਹ
空調機房的面容分的更積為				ning p	iant roo	m is		_ 平方米 square metres/		平方呎 square feet;
窗台的面積為 閣樓的面積為		-				-		_ 平方米 square metres/ 平方米 square metres/		平方呎 square feet; 平方呎 square feet;
平台的面積為						-	34.622	_ 平方米 square metres/ 平方米 square metres/	373	平方呎 square feet; 平方呎 square feet;
花園的面積為						_		_ 平方米 square metres/		平方呎 square feet;
停車位的面積		•		is		-		平方米 square metres/		平方呎 square feet;
天台的面積為		-				_		平方米 square metres/		平方呎 square feet;
梯屋的面積為	the area o	of the stairhoo	d is			_		_ 平方米 square metres/		平方呎 square feet;
前庭的面積為	the area o	f the terrace i	S			_		平方米 square metres/		平方呎 square feet;
庭院的面積為	the area o	of the yard is				_		_ 平方米 square metres/		平方呎 square feet.
Tower	3	座 Floor	1	抽	Flat	В	單位			
(a) the saleable				樓田田			平位			
103.117		quare metres/	]	1,110			_	feet of which -		
4.828		quare metres/		52				面積 square feet is the floor		•
1.689		quare metres/ quare metres/		18				樓面面積 square feet is the		
(b) 其他量度尽		•	_		*	力吹為陸	易口的傻囬	面積;及 square feet is the	noor area oi	the verandan; and
空調機房的面					lant roo	m is		平方米 square metres/		平方呎 square feet;
窗台的面積為				iiiis p	iuni 100	_		_ 下方术 square metres/ 平方米 square metres/		平方呎 square feet;
閣樓的面積為						_		_ 平方米 square metres/		平方呎 square feet;
平台的面積為						=		_ 平方米 square metres/		平方呎 square feet;
花園的面積為						-		平方米 square metres/		平方呎 square feet;
停車位的面積		-		is		=		_ 平方米 square metres/		平方呎 square feet;
天台的面積為			•			-		_ 平方米 square metres/		平方呎 square feet;
梯屋的面積為	the area o	of the stairhoo	d is			_		_ 平方米 square metres/		平方呎 square feet;
前庭的面積為			S			_		_ 平方米 square metres/		平方呎 square feet;
庭院的面積為	the area o	of the yard is				_		_ 平方米 square metres/		平方呎 square feet.

Tower <u>3</u> 座 Floor <u>2</u> (a) the saleable area of the Property is 本物		B 單位							
4.828 平方米 square metres/ 52 平方呎為露台的樓面面積 square feet is the floor area of the balcony;									
平方米 square metres/		方呎為陽台的樓面	面積;及 square feet is the	floor area o	f the verandah; and				
(b) 其他量度尺寸為 other measurements a									
空調機房的面積為 the area of the air-cond		n is	_ 平方米 square metres/		_ 平方呎 square feet;				
窗台的面積為 the area of the bay window	is		_ 平方米 square metres/		_ 平方呎 square feet;				
閣樓的面積為 the area of the cockloft is			_ 平方米 square metres/		_ 平方呎 square feet;				
平台的面積為 the area of the flat roof is			_ 平方米 square metres/		_ 平方呎 square feet;				
花園的面積為 the area of the garden is			_ 平方米 square metres/		_ 平方呎 square feet;				
停車位的面積為 the area of the parking sp	pace is		_ 平方米 square metres/		_ 平方呎 square feet;				
天台的面積為 the area of the roof is			_ 平方米 square metres/		_ 平方呎 square feet;				
梯屋的面積為 the area of the stairhood is			_ 平方米 square metres/		_ 平方呎 square feet;				
前庭的面積為 the area of the terrace is			_ 平方米 square metres/ 平方米 square metres/		_ 平方呎 square feet;				
庭院的面積為 the area of the yard is	_ 平方呎 square feet.								
Tower 5B 座 Floor 3  (a) the saleable area of the Property is 本物		<u>C</u> 單位							
(a) the saleable area of the Property is 本物	業的實用面積為-	<b>C</b> 單位 方呎,其中 square	e feet of which -						
(a) the saleable area of the Property is 本物 40.269 平方米 square metres/	業的實用面積為-   433 平力	方呎,其中 square		area of the	balcony;				
(a) the saleable area of the Property is 本物 40.269 平方米 square metres/	業的實用面積為- 433 平ブ 22 平ブ	方呎,其中 square 方呎為露台的樓面	feet of which - 面積 square feet is the floor 脚面面積 square feet is the						
(a) the saleable area of the Property is 本物  40.269  平方米 square metres/ 平方米 square metres/	業的實用面積為- 433 平月 22 平月 平月	方呎,其中 square 方呎為露台的樓面 方呎為工作平台的	面積 square feet is the floor 樓面面積 square feet is the	floor area o	f the utility platform;				
(a) the saleable area of the Property is 本物 40.269 平方米 square metres/ 平方米 square metres/ 平方米 square metres/	業的實用面積為- 433 平月 22 平月 平月 平月	方呎,其中 square 方呎為露台的樓面 方呎為工作平台的	面積 square feet is the floor	floor area o	f the utility platform;				
(a) the saleable area of the Property is 本物 40.269 平方米 square metres/	業的實用面積為- 433 平力 22 平力 平力 平力 are -	方呎,其中 square 方呎為露台的樓面 方呎為工作平台的 方呎為陽台的樓面	面積 square feet is the floor 樓面面積 square feet is the	floor area o	f the utility platform;				
(a) the saleable area of the Property is 本物 40.269 平方米 square metres/平方米 square metres/平方米 square metres/平方米 square metres/中方米 square metres/(b) 其他量度尺寸為 other measurements a	業的實用面積為-   433	方呎,其中 square 方呎為露台的樓面 方呎為工作平台的 方呎為陽台的樓面	面積 square feet is the floor 財樓面面積 square feet is the 面積;及 square feet is the	floor area o	f the utility platform; f the verandah; and				
(a) the saleable area of the Property is 本物 40.269 平方米 square metres/ 空 非大 square metres/ 平方米 square metres/ 空 非機房的面積為 the area of the air-cond	業的實用面積為-   433	方呎,其中 square 方呎為露台的樓面 方呎為工作平台的 方呎為陽台的樓面	i面積 square feet is the floor 樓面面積 square feet is the i面積;及 square feet is the 平方米 square metres/	floor area o	f the utility platform; f the verandah; and _ 平方呎 square feet;				
(a) the saleable area of the Property is 本物 40.269 平方米 square metres/ 空調機房的面積為 the area of the air-cong 窗台的面積為 the area of the bay window	業的實用面積為-   433	方呎,其中 square 方呎為露台的樓面 方呎為工作平台的 方呎為陽台的樓面 n is	i面積 square feet is the floor p樓面面積 square feet is the i面積;及 square feet is the 平方米 square metres/ 平方米 square metres/	floor area o floor area o  	f the utility platform; f the verandah; and  平方呎 square feet; 平方呎 square feet;				
(a) the saleable area of the Property is 本物 40.269 平方米 square metres/ 平方米 square metres/ 平方米 square metres/ 平方米 square metres/ 中方米 square metres/ 下方米 square metres/ 空, 中方米 square metres/ 它, 其他量度尺寸為 other measurements a 空調機房的面積為 the area of the bay window 閣樓的面積為 the area of the cockloft is	業的實用面積為-   433	方呎,其中 square 方呎為露台的樓面 方呎為工作平台的 方呎為陽台的樓面 n is	i面積 square feet is the floor D樓面面積 square feet is the i面積;及 square feet is the 平方米 square metres/ 平方米 square metres/ 平方米 square metres/	floor area o floor area o	f the utility platform; f the verandah; and — 平方呎 square feet; — 平方呎 square feet; — 平方呎 square feet;				
(a) the saleable area of the Property is 本物 40.269 平方米 square metres/平方米 square metres/平方米 square metres/平方米 square metres/中方米 square metres/它,平方米 square metres/它,并不是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个	業的實用面積為-  433 平力 22 平力 平力 re - ditioning plant room is	方呎,其中 square 方呎為露台的樓面 方呎為工作平台的 方呎為陽台的樓面 n is	i面積 square feet is the floor D樓面面積 square feet is the i面積;及 square feet is the — 平方米 square metres/ — 平方米 square metres/ — 平方米 square metres/ — 平方米 square metres/	floor area o floor area o	f the utility platform; f the verandah; and  平方呎 square feet; 平方呎 square feet; 平方呎 square feet; 平方呎 square feet;				
(a) the saleable area of the Property is 本物 40.269 平方米 square metres/平方米 square metres/平方米 square metres/平方米 square metres/ 平方米 square metres/ 平方米 square metres/ 空調機房的面積為 the area of the air-cong 窗台的面積為 the area of the bay window 閣樓的面積為 the area of the flat roof is 花園的面積為 the area of the garden is	業的實用面積為-  433 平力 22 平力 平力 re - ditioning plant room is	方呎,其中 square 方呎為露台的樓面 方呎為工作平台的 方呎為陽台的樓面 n is	i面積 square feet is the floor D樓面面積 square feet is the i面積;及 square feet is the  平方米 square metres/	floor area o floor area o	f the utility platform; f the verandah; and  — 平方呎 square feet;				
(a) the saleable area of the Property is 本物 40.269 平方米 square metres/ (b) 其他量度尺寸為 other measurements a 空調機房的面積為 the area of the bay window 閣棲的面積為 the area of the cockloft is 平台的面積為 the area of the flat roof is 花園的面積為 the area of the garden is 停車位的面積為 the area of the parking sp	業的實用面積為-  433 平力 22 平力 平力 re - ditioning plant room is	方呎,其中 square 方呎為露台的樓面 方呎為工作平台的 方呎為陽台的樓面 n is  8.611	i面積 square feet is the floor D樓面面積 square feet is the i面積;及 square feet is the 平方米 square metres/ 平方米 square metres/ 平方米 square metres/ 平方米 square metres/ 平方米 square metres/ 平方米 square metres/ 平方米 square metres/	floor area o floor area o floor area o gloor	f the utility platform; f the verandah; and  平方呎 square feet; 平方呎 square feet; 平方呎 square feet; 平方呎 square feet; 平方呎 square feet; 平方呎 square feet;				
(a) the saleable area of the Property is 本物 40.269 平方米 square metres/ 中方米 square metres/ 空洞機房的面積為 the area of the air-cong 窗台的面積為 the area of the bay window 閣樓的面積為 the area of the flat roof is 花園的面積為 the area of the garden is 停車位的面積為 the area of the parking sp天台的面積為 the area of the roof is	業的實用面積為-  433 平力 22 平力 平力 re - ditioning plant room is	方呎,其中 square 方呎為露台的樓面 方呎為工作平台的 方呎為陽台的樓面 n is  8.611  	i面積 square feet is the floor p樓面面積 square feet is the i面積;及 square feet is the  平方米 square metres/	floor area o floor area o floor area o	f the utility platform; f the verandah; and  平方呎 square feet; 平方呎 square feet; 平方呎 square feet; 平方呎 square feet; 平方呎 square feet; 平方呎 square feet; 平方呎 square feet;				

#### **Declaration on Related Party** 有關連人士聲明

Dear the Vendor 致: 賣方

Vendor 賣方: Pacific Asia Limited 恒泰昌有限公司
Development 發展項目: Silversands
Address 地址:8 Yiu Sha Road 耀沙路 8 號
Property 物業: Tower 座 Floor 樓 Flat 單位
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 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.

For the purpose of this declaration:-

"holding company of that Vendor" means -

Tsim Sha Tsui Properties Limited, Sino Land Company Limited, King Chance Development Limited and Giant Vantage 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).

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權公司; (v) 上述有聯繫法團或控權公司的董事,或該董事的父母、配偶或子女;或(vi) 上述有聯繫法團或控權公司的經理。

#### 就本聲明而言:-

"賣方的控權公司"指 -

尖沙咀置業集團有限公司、信和置業有限公司、會連發展有限公司及晉緯有限公司。

- "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附屬公司的附屬公司;
- "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: Pacific Asia Limited 恒泰昌有限公司
Development 發展項目: Silversands
Address 地址:8 Yiu Sha Road 耀沙路 8 號
Property 物業: Tower 座 Floor 樓 Flat 單位
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:
Date 口知.
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 owr 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
A/II I /J H
Signature(s) of Purchaser(s) 買方簽署:

#### **Defects Warranty Letter** 保證修繕缺漏函

Vendor 賣方: Pacific Asia Limited 恒泰昌有限公司
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Property 物業: Tower 座 Floor 樓 Flat 單位
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:
Data 口钿.

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 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 issuance of the certificate of compliance of the Development or consent to assign in respect of the relevant part of the Development in which the Property forms part (the "Time Limit"), whichever is earlier, 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,將於收到閣下於該發展項目滿意紙或包括 該物業之有關發展項目部份之轉讓同意書發出日起計3年內(以較早者計)(「時限」)所發出的書面通知後,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: 19 January 2021) (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: 2021年1月19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 or sold with the Property, nor 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
  - 本函賦予閣下之權利或利益只屬閣下本人的,不得轉讓或轉移。當閣下出售/轉讓該物業或簽訂有關協議,該 等權利及利益將會自動終止。賣方在任何情況下均不須向閣下之轉購人、被提名人或承讓人負責。
- 5. This obligation is given on an entirely without prejudice basis and as a gesture of goodwill of the Vendor. For the avoidance of doubt, the Vendor bears no liability to the Purchaser for any failure to perform this obligation. In case of any dispute in relation to this obligation of the Vendor herein mentioned, the decision of the Vendor shall be final and binding on you.
  - 此項責任是在完全無損賣方及買賣雙方基礎及純為賣方之良好商譽而提供。為免生疑問,賣方無須為未能履 行此項責任向買方負上任何責任或賠償任何損失。如對賣方於此項責任有任何爭議,賣方享有最終及具約束 力的決定權。
- 6. Without prejudice to the generality of the foregoing, this obligation is not applicable to any defects caused by vandalism, wrongful act or negligence or normal fair wear and tear and the Vendor is not responsible for the remedy of any defects arising out of or resulting from improper operation or maintenance, or for defect or damage aggravated through failure or delay in giving notice to the Vendor. This obligation shall no longer be applicable if and when the

subject matter of the defects has been altered, relocated or otherwise modified or varied, sold or disposed of. 在無損上述條款的通用性為前提下,此項責任是不包括任何蓄意、錯誤或疏忽或正常損耗造成的損壞,且賣方不會對因不恰當使用或管理造成、和因閣下未能及時通知賣方而加深的損壞作出執修。若閣下把該等有欠妥之處的事物更改或修改、重新安置、出售或丟棄,此項責任將會終止。

- 7. This obligation of the Vendor is conditional on the Purchaser giving to the Vendor and/or its authorized representative reasonable access to the Property.

  賣方的責任須符合一項先決條件,即買方須讓賣方及/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。

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

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

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

#### Personal Information Collection Statement ("PICS")

收集個人資料聲明(「本聲明」)

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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、香港邀凱酒店、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:

- 1. 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
  - 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;
- 2. 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;
- 3. 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"):
- 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;

membership services, event services, property services and account services, etc.;

- 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  $11 \subseteq 12$  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 11<sup>th</sup>-12<sup>th</sup>/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] 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].

#### 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**」)選擇成爲 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,(按情况)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,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/nc.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可能用於直接促銷;
  - 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、商舗、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 <u>會員守則</u>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 <u>Terms and Conditions</u> and the <u>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.</u>

本人 <u>不同意</u> 登記為 Sino Club 會員。I do <u>not</u> agree to	本人 <u>不同意</u> 登記為 Sino Club 會員。I do <u>not</u> 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.	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)	(Signature) (簽署)
(Name) (姓名)	(Name) (姓名)
Date: 日期:	Date: 日期:
本人不同意登記為 Sino Club 會員。I do <u>not</u> agree to register as Sino Club Member.  本人 <u>不同意</u> 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.	本人 <u>不同意</u> 登記為 Sino Club 會員。I do <u>not</u> agree to register as Sino Club Member. 本人 <u>不同意</u> 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)	(Signature) (簽署)
(Name) (姓名)	(Name) (姓名)
Date: 日期:	Date: 日期:

## Vendor's Information Form 賣方資料表格

Vendor 賣方: Pacific Asia Limited 恒泰昌有限公司
Development 發展項目: Silversands
Address 地址: 8 Yiu Sha Road 耀沙路8號
Property 物業: Tower 座 Floor 樓 Unit 單位
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:

(a) The amount of the management fee that is payable for the specified residential property: 須就指明住宅物業支付的管理費用的款額:

Tower 座	Floor 樓	Unit 單位	Monthly Management Fee (HK \$) 每月管理費 (港幣 \$)	Tower 座	Floor 樓	Unit 單位	Monthly Management Fee (HK \$) 每月管理費 (港幣 \$)
1	G	A	6,995	2	1	В	7,180
1	1	A	6,623	2	2	В	7,180
1	2	A	6,561	2	3	В	7,180
1	3	A	6,561	3	G	A	6,747
1	5	A	6,561	3	1	A	7,180
1	1	В	5,262	3	2	A	7,180
1	8	В	5,262	3	3	A	7,180
2	G	A	6,376	3	G	В	6,128
2	1	A	6,376	3	1	В	6,376
2	2	A	6,376	3	2	В	6,376
2	G	В	6,871	5B	3	С	2,538

(b) The amount of the Government rent (if any) that is payable for the Property (July to September 2024): 須就該物業繳付的地稅 (如有的話) 的款額 (2024年7月至9月季度):

Tower 座	Floor 樓	Unit 單位	Government Rent (HK \$) 地稅(港幣 \$)	Tower 座	Floor 樓	Unit 單位	Government Rent (HK \$) 地稅(港幣 \$)
1	G	Α	3,249	2	1	В	2,842
1	1	A	2,707	2	2	В	2,952
1	2	A	2,757	2	3	В	3,029
1	3	A	2,829	3	G	A	2,903
1	5	A	2,901	3	1	A	2,842
1	1	В	2,208	3	2	A	2,952
1	8	В	2,435	3	3	A	3,029
2	G	A	2,930	3	G	В	2,883
2	1	A	2,579	3	1	В	2,581
2	2	A	2,676	3	2	В	2,678
2	G	В	3,144	5B	3	C	1,179

- (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: 12/08/2024

Signed by Purchaser(s) 買方簽署

Name of Purchaser(s):	
買方姓名:	
Date 日期:	

## Acknowledgement Letter for Properties Viewing 物業參觀確認函

	dor J				Pacific Asia Li	mited 恒泰昌	<b> 有限</b>	公司						
_			發展工	頁目:	Silversands									
Address 地址:		8 Yiu Sha Road 耀沙路 8 號												
		該物			Tower 座	_ Floor 樓層		_ Flat 單位						
		r(s)買						Jr. Pro Vinda de Barras						
HKI	ID No	)(s)./ l	Passp	ort No(s)./ l	Business Regist	ration No(s).	香港	身份證號碼	易 / 護照	<b>然號碼</b> /商業	经記證號	(媽:		
Date	e 日其	期:												
Prope	rty		_	•	nfirm the followi 署該物業之臨時				_	he Prelimina	ary Agreen	nent for S	ale and Purchase	of the
Please 請選打		ify												
A.		Prelin	minary	y Agreemen	m that the Vend t for Sale and Pu 署該物業之臨時	irchase of the	Prope	erty:			-	prior to n	ny / our signing	of the
				Sale and Po	have viewed the urchase of the Pi 我們已於下述日	operty.			•	-		f the Prel	iminary Agreeme	ent for
				Date of vie	wing of the Prop	erty 參觀該	物業日	∃期:						
		<u>C</u>	DR 或											
			]	my / our si	gning of the Pre	liminary Agre	ement	t for Sale an	d Purcha	ase of the Pr	operty.		w the Property pr 買賣合約之前不	
В.		co A Z	ompai Agreen 坛人/	rable reside nent for Salo ´我們確認目	ntial property st e and Purchase o	ated below a of the Property 予本人/我	ıvailab y 門參觀	ole for view 見並非合理均	ing by i	me / us prio	or to my /	our sign	ne Vendor has ma ing of the Prelin 译合約之前,賣力	ninary
				Preliminar	have viewed th y Agreement for 戈們已於下述日	Sale and Pur	chase	of the Prope	erty.		_		ny / our signing 。 勿業。	of the
				Date of vie 參觀與該特	wing of the com 勿業相若的住宅	parable resid 物業日期:	ential j	property						
				OR 或										
			]	residential 但經充份	property prior to	o my / our sig 以人/我們自	ning o	f the Prelim	inary Ag	greement for	Sale and I	Purchase	o view the comp of the Property 買賣合約之前不	
		Co 多	ompai 發展項	rable resider [⊟ Tower	ntial property 與 座 Floo	該物業相若的r 樓 U	内住宅 Jnit 罩	E物業 : 単位	of the D	Development	t			
C.		for suc 本 亦	any co h a co 人/我 並非合	omparable r mparable re d們確認開放	residential propersidential propert 改該物業予本人	rty to be view y available fo /我們參觀	wed by or view 並非台	/ me / us, an ving by me / 合理地切實	nd I / we / us befo 可行,同	e hereby agr re the Prope 而開放與該	ee that the rty is sold 物業相若的	Vendor i to me / us 的住宅物	reasonably pract s not required to s. 業供本人/我們 相若的住宅物業	make 門參觀
		Sign	nature	of Purchase	er(s) / 買方签署	1			 Date	2/日期				

# Acknowledgement Letter regarding Furniture and Chattels 關於傢俱和物件的確認函

Vendor 賣方: Pacific Asia Limited 恒泰昌有限公司

Development 發展項目: Silversands

Address 地址: 8 Yiu Sha Road 耀沙路 8 號

Property 物業: Tower 座 1 Floor 樓層 3 Unit 單位 A

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 confirm that I/we am/are fully aware of and accept the following matters:-

本人/我們,下述簽署人,僅此聲明及確認本人/我們清楚明白及接受下列事項:

- 1. On completion, the Property will be provided with the furniture (refer Annex below), decorations and chattels currently displayed at the unit (collectively "the Furniture") free of charge. 在成交時,該物業將免費附贈物業內現有之家俱(見以下附錄)、裝飾和物件(統稱「**該家俱**」)。
- 2. No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect regarding the Furniture. In particular, no warranty, representation or maintenance whatsoever is given as to the condition, state, quality or fitness of any of the Furniture or as to whether any of the Furniture is or will be in working condition. The Furniture will be delivered to the Purchaser upon completion of the sale and purchase of the residential property in such condition as at completion together with the Property. In any event, no objection or requisitions whatsoever shall be raised by the Purchaser in respect of the Furniture. 實方或其代表不會就該傢俱作出任何保證、保養或陳述,更不會就其狀況、狀態、品質及性能,及其是否或會否在可運作狀態作出任何保證、陳述或保養。該傢俱將於該物業成交日以成交時之狀況連同該物業交予買方。任何情況下,買方不得就該傢俱提出任何異議或質詢。
- 3. The Purchaser has been specifically requested by the Vendor to seek independent legal advice on the foregoing and the Purchaser is fully aware of the legal consequences thereof. Notwithstanding any other provisions contained in the Preliminary Agreement for Sale and Purchase or the Agreement for Sale and Purchase, the Purchaser hereby (a) declares that the Purchaser is fully satisfied with and accepts in all respects the Furniture; and (b) agrees to waive any requisitions and objection thereto and would not require any proof or giving of title by the Vendor in relation to any and all of the Furniture.

賣方特別要求買方就以上諮詢獨立的法律意見,買方充份明白以上的法律後果。儘管臨時買賣合約或買賣合約的其他條款,買方茲(a)聲明買家完全滿意並接受該傢俱;及(b)同意免除任何相關的質詢及反對,並同意不會要求賣方就該傢俱的任何或所有部份提供業權或業權的證明。

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

如本文件之中英文文本有任何歧義,一切以英文文本為準。

Signature(s) of Purchaser	買方簽署

## Annex 附錄

Living Room 客廳						
Sofa 梳化	1	Chair 椅子	2	Chandelier 吊燈	1	
Coffee Table 茶几	3	Floor Lamp 地燈	1			
	Dining Room 飯廳					
Chandelier 吊燈	1	Dining Table 餐檯	1	Dining Chair 餐椅		
Cabinet 櫃	1					
		Master Bedroom 主人臣	展房			
Bed 床	1	Bedside Cabinet 床頭櫃	2	Table Lamp 档燈	2	
Chandelier 吊燈	1	Wardrobe 衣櫃				
		Bedroom 1 睡房 1				
Bed 床	1	Chandelier 吊燈		Cabinet 櫃	2	
		Bedroom 2 睡房 2				
Bed 床	1	Chandelier 吊燈	1	Coffee Table 茶几	1	
Table Lamp 档燈	1					
		Bedroom 3 睡房 3				
Chandelier 吊燈	1	Table 枱	1	Chair 椅子	1	
Floor Lamp 地燈	1					

[T1-3A]

## Letter of Acknowledgement Relating to Flat Roof 有關平台之確認函

Vendor 賣方: Pacific Asia Limited 恒泰昌有限公司
Development 發展項目: Silversands
Address 地址: 8 Yiu Sha Road 耀沙路 8 號
Property 物業: Tower 座Floor 樓層Flat 單位
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 hereby acknowledge and declare that I/we am/are fully aware of and accept the following matters prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property:- 本人/我等謹此確認及聲明,在本人/我等簽署上述物業之 臨時買賣合約前,本人/我等完全明白及接受以下事項:

- (1) the areas within flat roof marked "COMMON AREA FOR MAINTENANCE" / "COMMON FLAT ROOF FOR MAINTENANCE" on the Floor Plan(s) in the "Floor Plans of Residential Properties in the Development" section in Sales Brochure (Printing Date: 19th January 2021) (the "Area") forms part of the common areas of the Development. The Area does not form part of the Property and the Purchaser will not have any exclusive right or privilege to hold, use, occupy or enjoy the Area; 在售樓說明書(印刷日期: 2021 年 1 月 19 日)中「發展項目的住宅物業的樓面平面圖」部分之平面圖中標示為 「COMMON AREA FOR MAINTENANCE」/「COMMON FLAT ROOF FOR MAINTENANCE」(即公用維修範圍)之 平台內的範圍 ("該範圍")屬發展項目公用部分一部分。該範圍並不屬於物業一部分,而買方將無任何獨有權利或 特權持有、使用、佔用或享用該範圍;
- (2) the use and operation of the Area shall be subject to the Deed of Mutual Covenant and Management Agreement in respect of the Development (the "**DMC**"). Without limitation to the generality of the foregoing, the manager of the Development (the "Manager") shall have the full right and authority to manage the Area, and shall have the full right and privilege at all reasonable times on reasonable notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon the Property or any part or parts thereof for the purposes of inspecting, examining, maintaining, repairing and improving any of the General Common Areas (as defined in the DMC) within the Residential Accommodation (as defined in the DMC) or the Estate (as defined in the DMC) or any part or parts thereof or any of the common facilities therein or any other apparatus and equipment used or installed for the benefit of the Development or any part or parts thereof as part of the amenities thereof which are not for the sole use and enjoyment of any individual Owner (as defined in the DMC) or to abate any hazard or nuisance which does or may affect the General Common Areas and the General Common Facilities (as defined in the DMC) or other Owners;該範圍之使用及運作將受發展項目之公契及管理協議 ("公契") 規管,特別是 (無損前 文概括性) 發展項目之管理人 ("**管理人**") 將有十足權利及授權管理該範圍,亦將有十足權利及特權發出合理通知於 所有合理時間 (如遇緊急情況則無須通知) 攜同或不攜同代理人、檢測人員、工作人員或其他人士進入物業或其任何 部分以檢視、檢查、保養、維修及改善並非任何單獨業主(定義見公契)可獨自使用及享用的任何位於住宅部分(定義見 公契)内的一般公用地方(定義見公契)或屋苑(定義見公契)或其任何部分或其範圍內任何公用設施或任何為發展項目 利益而使用或裝設的器具及設備或其任何一部分作為其康樂設施的任何部分,或消除對或可能對一般公用地方及一 般公用設施(定義見公契)或其他業主造成不利影響的危險情況或煩擾;
- (3) the DMC expressly provides that no owner of the Development shall do or permit or suffer to be done and each owner of the Development shall take all possible steps to prevent his tenants, Occupiers (as defined in the DMC) or licensees from doing any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the management and maintenance of the Development; and 公契明文規定,發展項目業主不得作出或允許或容受及發展項目 的每一位業主須採取所有可能的步驟以制止其租客、佔用人(定義見公契)或獲許可使用人作出任何干擾或影響或可能 干擾或影響發展項目的管理及維修的行為、行動、事項或事宜;及
- (4) I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection. 本人/我等購入該物業時已完全知悉上述之限制及責任, 並將完全遵守及履行該等限制及責任而不會作出任何反對。

In the event of any conflict or discrepancy between the Chinese and English versions of this Letter of Acknowledgement, the English version shall prevail.如本確認函之中英文文本有任何歧義,一切以英文文本為準。

# Purchaser's Acknowledgement relating to Open Kitchen 有關開放式廚房之買方確認函

Vendor 賣方: Pacific Asia Limited 恒泰昌有限公司					
Development 發展項目: Silversands					
Address 地址: 8 Yiu Sha Road 耀沙路 8 號					
Property 物業: Tower 座 Floor 樓 Flat 單位					
Purchaser 買方:					
HKID No(s)./ Passport No(s)./ Business Registration No(s). 香港身份證號碼 / 護照號碼 /商業登記證號碼:					
Date 日期:					
1. I/We hereby acknowledge that I/we am/are aware of and understand and accept that under the Deed of Mutual Covenant and Management Agreement (the "DMC") in respect of the Development, owners of the residential units shall at their own costs and expenses observe and comply with the provisions set out in Clause 5.2.10 of the DMC (extract of the provisions is attached hereto for easy reference) and shall cause the tenants and occupiers of the Property to observe and comply with the same.  本人 / 吾等確認本人 / 吾等明白及接受按照發展項目之公契及管理協議(以下簡稱「公契」)規定,住宅單位業主須自費遵守及履行公契內第 5.2.10 條所列出之條文(為方便參考,該等條文之摘要已附於本函),本人/我們並須促使該物業之租客及佔用人遵守及履行該等條文。					
2. I/We hereby acknowledge that the extract is only a summary of the DMC provisions concerned for reference and subject to actual terms set out in the DMC and that I/we have been advised to, before entering into the preliminary agreement for sale and purchase of the Property, peruse the DMC (which are available at the sales office) and seek professional advice for details.  本人 / 吾等確認明白摘要為相關公契條文之概要,僅供參考,一切均以公契內所載之條文作準,另本人 / 吾等亦確認於簽訂該物業臨時買賣合約前已獲建議細閱公契文本(於售樓處有所提供)及尋求專業意見以獲取詳情。					
3. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned covenants, obligations, provisions and restrictions and shall fully observe and comply with the same.  本人 / 吾等確認及聲明本人 / 吾等同意購入該物業時已完全知悉上述之契諾、責任、規定和限制,並將完全遵守及履行該等契諾、責任、規定和限制。					
4. In the event of any conflict or discrepancy between the Chinese and English version of this letter, the English version shall prevail. 如本函之中英文文本有任何歧義,一切以英文文本為準。					
Signature(s) of Purchaser 買方簽署					

## Extracts of Clause 5.2.10 of the DMC 公契第 5.2.10 條之摘要

The following provisions are applicable to Units with Open Kitchen:

以下條文適用於有開放式廚房的單位:

(a) The Owner of Unit shall observe and comply with the following provisions:

單位的業主須遵守及履行以下條文:

(i) Each Owner of a Unit shall at his own expense maintain in good order and working condition the Fire Services Installations\* for Open Kitchen of his own Unit and shall observe and comply with the Fire Safety Management Plan and any guideline(s) or direction(s) to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall cause the Fire Services Installations\* for Open Kitchen of his own Unit be inspected by registered fire service installation contractor at least once in 12 calendar months.

各單位的業主須自費維持其單位的開放式廚房的消防裝置\*之良好運作狀況並須遵守及履行消防安全管理計劃及任何管理人不時發佈或提供的有關執行消防安全管理計劃的指引或指示,並須安排註冊消防裝置承辦商每12個曆月至少檢查一次其單位的開放式廚房的消防裝置\*。

- (ii) No Owner shall alter, demolish, temper, remove or obstruct the Fire Services Installations\* for Open Kitchen and no Owner shall relocate the cooking stove installed in the Open Kitchen.
  - 業主不得改變、拆除、改動、移除或妨礙開放式廚房的消防裝置\*及搬移安裝於開放式廚房內的灶具。
- (iii) No Owner shall carry out any renovation works to the Fire Services Installations\* for Open Kitchen or any part thereof of his own Unit except with prior approval of all relevant Government authorities and the Manager and such renovation works shall comply with the Fire Safety Management Plan in all respects and shall only be carried out by registered fire services installation contractors engaged or nominated by the Manager. 業主不得對其單位的開放式廚房或其任何部分的消防裝置\*進行任何翻新工程,除非事先獲得所有有

關政府部門及管理人的許可,且該等翻新工程須在各方面符合消防安全管理計劃,並只可由管理人聘用或指定的註冊消防裝置承辦商進行。

(iv) Each Owner of a Unit shall co-operate, co-ordinate with, facilitate and allow access for the Manager and the registered fire services installation contractors engaged or nominated by the Manager on reasonable notice (except in the case of emergency) for the purpose of examining, inspecting and (if necessary) making good and rectifying the Fire Services Installations\* for Open Kitchen of his own Unit provided that the Manager shall ensure that the least disturbance as is reasonably practicable is caused and shall be liable for the negligent, wilful or criminal act of the Manager or the Manager's staff, employees, agents or contractors and shall at his own costs and expense make good any damage so caused and reinstate the same causing the least disturbance as is reasonably practicable.

各單位的業主須在合理通知下(緊急情况除外),與管理人及管理人所聘用或指定的註冊消防裝置承辦商合作、協調、便利及容許他們進入單位,以便進行檢驗、檢查並(如有必要)修復和糾正其單位的開放式廚房的消防裝置\*,前提是管理人須確保在合理地切實可行的情况下盡量減少干擾,並須對管理人或其職員、員工、代理人或承辦商的疏忽、故意或犯罪行為負責,且管理人須在合理並切實可行地減少干擾下,自費修復及復原由此造成的任何損壞。

(b) Notwithstanding anything herein contained to the contrary, the Manager and the registered fire services installation contractors engaged by the Manager shall have the full authority and power (but without having any obligation) to enter with or without workmen equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any Unit to carry out regular testing, maintenance, reinstatement or rectification of the Fire Services Installations\* for Open Kitchen of that Unit (all at the cost of the Owner of that Unit) or to verify observance and compliance of provisions referred to in this Clause 5.2.10 provided that the Manager shall ensure that the least disturbance as is reasonably practicable is caused and shall be liable for the negligent, wilful or criminal act of the Manager or the Manager's staff, employees, agents or contractors and shall at his own costs and expense make good any damage so caused and reinstate the same causing the least disturbance as is reasonably practicable. The costs and expenses of the regular testing, maintenance, reinstatement or rectification of the Fire Services Installations\* for Open Kitchen of a Unit incurred by the Manager or the registered fire services installation contractor(s) shall be borne and paid by the relevant Owner of the Unit comprising the Fire Services Installation for Open Kitchen of which regular testing, maintenance, reinstatement or rectification are carried out under this Clause 5.2.10 on demand.

儘管本條有任何相反的規定,管理人及由管理人聘用的註冊消防裝置承辦商有全權(但無任何義務)在合理的通知下(在緊急情况下無須通知者除外),在任何合理時間,帶同或不帶同工人、設備或物料進入任何單位進行定期測試、維護、恢復或糾正該單位開放式廚房的消防裝置\*(所有費用由該單位的業主承擔),或核實此第5.2.10條所述的規定的遵守及履行,前提是管理人須確保在合理地切實可行的情况下盡量減少干擾,並須對管理人或其職員、員工、代理人或承辦商的疏忽、故意或犯罪行為負責,且管理人須在合理並切實可行地減少干擾下,自費修復及復原由此造成的任何損壞。由管理人或註冊消防裝置承辦商就單位開放式廚房的消防裝置\*的定期測試、維護、恢復或糾正而產生的成本和費用,須由根據本5.2.10條就其單位開放式廚房的消防裝置而進行的定期測試、維護、恢復或糾正的有關單位業主在被要求時承擔及支付。

\*Fire Services Installations for Open Kitchen means the addressable smoke detection system provided within the Open Kitchen and at the lift lobbies, sprinkler heads, automatic sprinkler system, full height fire-rated screening wall serving exclusively a Unit with Open Kitchen.

\*開放式廚房的消防裝置指有開放式廚房的單位專用的位於開放式廚房內及於升降機大堂提供的可尋址煙霧探測系統、消防花灑頭、自動灑水系統、全高防火隔牆。

### **Reminder to Prospective Purchasers**

If you intend to opt for any financing plan (such as mortgage, charge or loan) offered by the vendor or vendor's designated financing company(ies) (Designated FC), <u>BEFORE</u> entering into a preliminary agreement for sale and purchase (PASP), you should:

- (a) **Study carefully** the information of the financing plans (including terms and conditions, etc) as set out in **the Price List(s)** and other relevant document(s);
- (b) Always be **cautious about verbal undertaking**, for example, guaranteed or ease of approval of any mortgage, charge or loan, made by third party (such as an estate agent), whether the financing plan will be available at the time of completion of the transactions, etc. Verbal undertaking should be **put in writing** with endorsement from the company concerned to avoid dispute;
- (c) Enquire with the vendor or Designated FC (as the case may be) direct about the details of the terms and conditions of the financing plan(s) (including any penalty on early redemption), approval conditions and application procedures, including whether there will be time limit within which the financing plan is available;
- (d) **Do NOT enter into PASP rashly** before ascertaining from the vendor or Designated FC (as the case may be) **in writing** the amount of loan that can be obtained and the terms under the financing plan(s). Read the contractual documents carefully and seek legal advice if considered necessary before you sign any document; and
- (e) **Remain cool-headed** and critically consider the followings:
  - Be mindful of any requirement on minimum income level, provision of income proof and passing of stress test. Check the maximum loan repayment period, interest rate and loan limit under the first mortgage and second mortgage;

- Be mindful of risk of change of financial condition, approval criteria and other circumstances that may occur between the date of purchase and date of payment and may affect your ability to obtain loan under the financing plan;
- Pay attention to mortgage loan plans with high loan-to-value ratio, particularly if you are selecting stage payment. Should the market value of the residential property fall below the original transaction price or when there is an increase in the interest rates during the interim period, you may not be able to borrow enough money from the vendor or Designated FC or bank to complete the transaction. If you have no extra funds to complete the transaction, your down payment will very likely be forfeited;
- Affordability and repayment ability after the end of interest and repayment holidays, the mortgage repayment amount and the interest incurred may increase significantly. Taking into account the rising cycle of interest rate, the interest payable will likely increase further; and
- Seek legal advice on your rights and obligations under the financing plan and the sale and purchase agreement. For instance, what are your options if the financing plan is no longer available or you are not able to obtain a loan thereunder?

#### 給準買家的提醒

如你擬選用由賣方或其指定財務公司提供的財務計劃(例如按揭、押記或貸款),你應在簽訂臨時買賣合約**前**:

- (a) 細閱有關價單和其他相關文件內列出的財務計劃資料(包括條款及條件等);
- (b) **不要輕信**地產代理等第三方的**口頭承諾**,例如保證獲得或易於取得 按揭、押記或貸款的批核,並注意在交易完成時是否仍有相關的財 務計劃等。口頭承諾應**書寫下來**,並經有關公司加簽,以避免爭議;
- (c) **直接向賣方或其指定財務公司**(視屬何種情況而定)**查詢**有關財務 計劃的條款及條件(包括任何提早還款的罰款)、批核條件和申請手 續(包括有關財務計劃是否只在特定時限內提供)等詳情;
- (d) 在賣方或其指定財務公司(視屬何種情況而定)**以書面形式**確認根據財務計劃可取得的貸款額及相關條款前,切勿貿然簽訂臨時買賣合約。在簽署任何文件前,應小心閱讀合約文件內容,並在有需要時徵詢法律意見;以及
- (e) 保持冷靜並審慎考慮以下事項:
  - 留意任何有關最低入息水平、提供收入證明及通過壓力測試的 規定。查看一按和二按的最長還款期、利率及貸款上限;
  - 注意在購買日與付款日之間財務狀況、批核準則和其他情況可 能有變的風險,因而影響你根據財務計劃取得貸款的能力;
  - 對按揭成數高的按揭貸款計劃要特別留神,尤其是擬選用建築期付款方式的準買家。如在此期間,住宅物業的市值跌至低於買入價或利率上升,你未必可以向賣方、其指定財務公司或銀行借得足夠款額以完成交易。如你並沒有額外資金完成交易,你的首期付款很可能會被沒收。

- 負擔能力與還款能力 在免息免供期完結後,按揭還款額及利息可能會大幅增加。鑑於利息處於上升周期,利息支出可能會進一步上升;以及
- 就你在財務計劃和買賣合約方面的權利與義務徵詢法律意見。舉例說,如有關財務計劃不再接受申請,或你未能根據有關計劃取得貸款,你有什麼選擇?