

招標文件第5號
Tender Document No. 5

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*
Siversands
的以下物業
The following property(ies) of Siversands,
8 Yiu Sha Road*

Tower 座	Floor 樓	Flat 單位
1	9	A

* 此臨時門牌號數有待發展項目建成時確認。

This provisional street number is subject to confirmation when the Development is completed.

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PREVIOUSLY WITHDRAWN)**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（「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 as specified in the relevant Information on Sales Arrangements (“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)

耀沙路8號
Siversands (「發展項目」) 的以下物業
The following property(ies) of Siversands (the “Development”),
8 Yiu Sha Road

Tower 座	Floor 樓	Flat 單位
1	9	A

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;

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

- (b) 放入普通信封內封密，信封面須清楚註明「**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「關於代繳從價印花稅優惠確認函」(按照附件 G 所列的格式)。
The “Acknowledgement Letter regarding Ad Valorem Stamp Duty Benefit” (in the form annexed hereto as **Appendix G**) duly signed by the tenderer.
- (g) 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.
- (h) 投標人的身份證明文件副本。如投標人為個人，指香港身分證（如不適用，則指其他有效的身份證明文件（如護照）；如投標人為公司，指公司註冊證明書、商業登記證、最近之董事名冊、最近之股東名冊、最近之周年申報表。請注意：上述文件須由投標人的至少一位董事簽署。於簽定本物業的正式合約前，投標人的董事及／或股東不可作出轉變。
A copy of the tenderer’s identification document(s). If the tenderer is an individual, the HKID card and where not applicable, other valid identification document such as the passport. If the tenderer is a company, the Certificate of Incorporation, the Business Registration Certificate, the latest register of directors, the latest register of shareholders and the latest annual return. Please note that the above documents must be signed by at least one of the directors of the tenderer. There shall not be any change in director(s) and / or shareholder(s) of the tenderer before the signing of the Agreement of the Property.

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

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

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

All cashier order(s) submitted by the tenderers will be retained uncashed until the Vendor has decided to accept any offer. If a tender is accepted, the cashier order(s) submitted therewith will be cashed and will be treated as the Preliminary Deposit under the Preliminary Agreement. For the cashier order(s) of

those unsuccessful tenderers, the Vendor will return the cashier order(s) to that tenderer by ordinary post at the sole risk of the tenderer to the address specified in the tender, on or before the 14th day from the Specified Date as defined in paragraph 8 below.

7. 如任何已提交的標書是帶有其他條件或前提或與本文件所載或附有的表格不符，賣方有權不予考慮。
The Vendor reserves its right not to consider any tender submitted which is qualified by other terms, or is conditional or is not in conformity with the forms herein contained or enclosed.
8. 鑒於賣方作出招標、同意考慮投標者的要約及於收到投標者書面要求後付予投標者港幣10元，投標者同意其投標書乃不可撤銷，並構成正式要約，可供賣方在招標截止日期後的第十個工作天下午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之責任。
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. 時間在各方面均為要素。
Time shall in all respects be of the essence.
16. 受限於投標人於投標表格第3節及第4節的選擇及本第16段及相關文件所列的條款及條件的前提下，買方可向賣方指定之財務機構（「指定財務機構」）申請(i)「第一按揭貸款」（相關條款及條件見下文A部份）或(ii)「第二按揭貸款」（相關條款及條件見下文B部份）（買方只可選擇申請其中一種按揭貸款）。
Subject to the selection by the tenderer in the sections 3 & 4 of the Form of Tender and the terms and conditions of this paragraph 16 and the relevant document(s), the Purchaser may apply for (i) “First Mortgage Loan” (relevant terms and conditions please see Part A below) or (ii) “Second Mortgage Loan” (relevant terms and conditions please see Part B below) from the Vendor's designated financing company (“Designated Financing Company”) (the Purchaser may only select to apply for either one of the Mortgage Loan).

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

- (a) 本第一按揭貸款只限個人買方申請。
Only individual Purchaser(s) are eligible to apply for this First Mortgage Loan.
- (b) 買方必須於正式合約內訂明的付清售價餘額之日前最少60日以書面向指定財務機構申請本第一按揭貸款。
The Purchaser shall make a written application to the Designated Financing Company for this First Mortgage Loan in not less than 60 days before the date of settlement of the balance of the Purchase Price stipulated in the Agreement.
- (c) 本第一按揭貸款以本物業之第一法定按揭作抵押。
This First Mortgage Loan shall be secured by a first legal mortgage over the Property.
- (d) 本第一按揭貸款金額最高為淨樓價的80%。
The maximum amount of this First Mortgage Loan shall be 80% of the Net Purchase Price.
- (e) 本第一按揭貸款年期最長為25年。
The maximum tenor of this First Mortgage Loan shall be 25 years.
- (f) 買方於本第一按揭貸款首年可享免息免供。按揭貸款第二年之按揭利率為P減年息2%

(P-2%)；按揭貸款第三年及第四年之按揭利率為P%；其後之按揭利率為P加年息1.5% (P +1.5%)。P為浮動利率。最終按揭利率以指定財務機構審批結果而定。

The Purchaser is not required to repay principal and interest for the first year of this First Mortgage Loan. The interest rate of this First Mortgage Loan of the second year shall be at P minus 2% per annum (P - 2%); the interest rate of the third and the fourth years shall be at P per annum; thereafter the interest rate shall be at P plus 1.5% (P+1.5%). P is subject to fluctuation. The final interest rate is subject to the approval of the Designated Financing Company.

- (g) 買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查。
The Purchaser and his/her guarantor (if any) shall provide sufficient documents to prove his/her repayment ability, including without limitation the provision of credit report, income proof and/or banking record upon request of the Designated Financing Company. The Designated Financing Company will conduct credit check on the Purchaser and his/her guarantor (if any).
- (h) 指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃所述的貸款金額及/或利率作出調整。
The Designated Financing Company reserves the right, in respect of the result of credit check and assessment of the Purchaser and his/her guarantor (if any), to adjust the loan amount and/or the interest rate.
- (i) 第一按揭貸款須由指定財務機構獨立審批。
The First Mortgage Loan shall be approved by the Designated Financing Company independently.
- (j) 所有第一按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及雜費。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第一按揭貸款的律師費用及雜費。
All legal documents of the First Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her own solicitors to act for him/her, and in such event, the Purchaser shall also bear his/her own solicitors' costs and disbursements relating to the First Mortgage Loan.
- (k) 買方敬請向指定財務機構查詢有關第一按揭貸款用途及詳情。第一按揭貸款批出與否及其條款，指定財務機構有最終決定權。不論第一按揭貸款獲批與否，買方仍須按正式合約完成本物業的交易及繳付本物業的售價全數。
The Purchaser is advised to enquire with the Designated Financing Company about the purpose and the details of the First Mortgage Loan. The approval or disapproval of the First Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the First Mortgage Loan is granted or not, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement.
- (l) 第一按揭貸款受其他條款及細則約束。
The First Mortgage Loan is subject to other terms and conditions.
- (m) 賣方無給予或視之為已給予任何就第一按揭貸款之批核的陳述或保證。賣方並沒有亦不會參與第一按揭貸款之安排。買方不得就由於或有關第一按揭貸款的批核及/或不批核及/或任何第一按揭貸款相關事宜而向賣方提出任何申索。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the First Mortgage Loan. The Vendor is not, and will not be, involved in the arrangements of the First Mortgage Loan. The Purchaser shall have no claims whatsoever against the Vendor as a result of or in connection with the approval and/or disapproval of the First Mortgage Loan and/or any matters relating to the First Mortgage Loan.
- (n) 特此通知賣方沒有參與及提供上述第一按揭貸款。上述之第一按揭貸款只是由指定財務機構提供予買方。而無論在任何情況下，賣方無須因上述第一按揭貸款所引發或有

關的任何事情負上任何責任。

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

上文「淨樓價」一詞指售價扣除第(19)段所述的「代繳從價印花稅」（如有）後的金額。

“Net Purchase Price” above means the amount of Purchase Price after deducting the “Ad Valorem Stamp Duty Benefit” (if any) as set out in paragraph 19.

B部份 Part B – 第二按揭貸款 Second Mortgage Loan

- (a) 本第二按揭貸款只限個人買方申請。
Only individual Purchaser(s) are eligible to apply for this Second Mortgage Loan.
- (b) 買方必須於正式合約內訂明的付清售價餘額之日前最少60日以書面向指定財務機構申請本第二按揭貸款。
The Purchaser shall make a written application to the Designated Financing Company for this Second Mortgage Loan in not less than 60 days before the date of settlement of the balance of the Purchase Price stipulated in the Agreement.
- (c) 本第二按揭貸款以本物業之第二法定按揭作抵押。
This Second Mortgage Loan shall be secured by a second legal mortgage over the Property.
- (d) 本第二按揭貸款金額最高為淨樓價的20%，惟第一按揭貸款及本第二按揭貸款的總金額不可超過淨樓價的80%。
The maximum amount of this Second Mortgage Loan shall be 20% of the Net Purchase Price, provided that the total amount of the First Mortgage Loan and this Second Mortgage Loan shall not exceed 80% of the Net Purchase Price of the Property.
- (e) 本第二按揭貸款年期最長為20年或第一按揭貸款的年期（以較短者為準）。
The maximum tenor of this Second Mortgage Loan shall be 20 years or the tenor of the First Mortgage Loan (whichever is shorter).
- (f) 本第二按揭貸款首兩年之按揭利率為P減年息2% (P - 2%)；其後之按揭利率為P。P為浮動利率。最終按揭利率以指定財務機構審批結果而定。
The interest rate of this Second Mortgage Loan of the first two years shall be at P minus 2% per annum (P - 2%); thereafter the interest rate shall be at P. P is subject to fluctuation. The final interest rate is subject to the approval of the Designated Financing Company.
- (g) 買方必須首先得到第一按揭銀行書面同意買方申請本第二按揭貸款。
The Purchaser shall obtain the prior written consent from the First Mortgagee for the application of this Second Mortgage Loan.
- (h) 買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、收入證明及／或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查。
The Purchaser and his/her guarantor (if any) shall provide sufficient documents to prove his/her repayment ability, including without limitation the provision of credit report, income proof and/or banking record upon request of the Designated Financing Company. The Designated Financing Company will conduct credit check on the Purchaser and his/her guarantor (if any).
- (i) 指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃所述的貸款金額及/或利率作出調整。
The Designated Financing Company reserves the right, in respect of the result of credit check and assessment of the Purchaser and his/her guarantor (if any), to adjust the loan amount and/or the interest rate.

- (j) 本第二按揭貸款須由指定財務機構獨立審批。
This Second Mortgage Loan shall be approved by the Designated Financing Company independently.
- (k) 所有第二按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及雜費。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第二按揭貸款的律師費用及雜費。
All legal documents of the Second Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her own solicitors to act for him/her, and in such event, the Purchaser shall also bear his/her own solicitors' costs and disbursements relating to the Second Mortgage Loan.
- (l) 買方敬請向指定財務機構查詢有關第二按揭貸款用途及詳情。第二按揭貸款批出與否及其條款，指定財務機構有最終決定權。
The Purchaser is advised to enquire with the Designated Financing Company about the purpose and the details of the Second Mortgage Loan. The approval or disapproval of the Second Mortgage Loan and the terms thereof are subject to the final decision of the Designated Financing Company.
- (m) 第二按揭貸款受其他條款及細則約束。
The Second Mortgage Loan is subject to other terms and conditions.
- (n) 賣方無給予或視之為已給予任何就第二按揭貸款之批核的陳述或保證。賣方並沒有亦不會參與第二按揭貸款之安排。買方不得就由於或有關第二按揭貸款的批核及/或不批核及/或任何第二按揭貸款相關事宜而向賣方提出任何申索。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the Second Mortgage Loan. The Vendor is not, and will not be, involved in the arrangements of the Second Mortgage Loan. The Purchaser shall have no claims whatsoever against the Vendor as a result of or in connection with the approval and/or disapproval of the Second Mortgage Loan and/or any matters relating to the Second Mortgage Loan.
- (o) 特此通知賣方沒有參與及提供上述第二按揭貸款。上述之第二按揭貸款只是由指定財務機構提供予買方。而無論在任何情況下，賣方無須因上述第二按揭貸款所引發或有關的任何事情負上任何責任。
Notice is hereby given that the Vendor is not involved in the arrangement of the Second Mortgage Loan mentioned above. The arrangement of the Second Mortgage Loan is provided or procured to the Purchaser by the Designated Financing Company and in no circumstances shall the Vendor be held liable for anything arising from or in connection with the Second Mortgage Loan.

上文「淨樓價」一詞指售價扣除第(19)段所述的「代繳從價印花稅」（如有）後的金額。

“Net Purchase Price” above means the amount of Purchase Price after deducting the “Ad Valorem Stamp Duty Benefit” (if any) as set out in paragraph 19.

17. 「按揭安排優惠」現金回贈 "Mortgage Arrangements Benefit" Cash Rebate

受限於買方於投標表格第3節及第4節的選擇向賣方指定之財務機構申請「第一按揭貸款」或「第二按揭貸款」，如買方最終沒有使用於投標公告中第16段所述之任何按揭貸款安排，以及按買賣合約付清成交金額餘額，可獲賣方送出「按揭安排優惠」現金回贈，回贈金額相等於淨樓價1.5%。

Subject to the selection by the Purchaser in the sections 3 & 4 of the Form of Tender applies “First Mortgage Loan” or “Second Mortgage Loan”. Where the Purchaser has not utilized any mortgage arrangements set out in paragraph 16 of the Tender Notice and settled the balance of the Net Purchase Price in accordance with the agreement for sale and purchase, the Purchaser shall be

entitled to the "Mortgage Arrangements Benefit" Cash Rebate offered by the Vendor, equivalent to 1.5% of the Net Purchase Price.

買方須於買方付清住宅物業的成交金額餘額之日前最少30日以書面向賣方申請「按揭安排優惠」現金回贈，賣方會於收到申請並確認有關資料無誤後將「按揭安排優惠」現金回贈直接用於支付部份成交金額餘額。

The Purchaser shall apply to the Vendor in writing for the "Mortgage Arrangements Benefit" Cash Rebate at least 30 days before the date of settlement of the balance of the Transaction Price of the residential property. After the Vendor has received the application and duly verified the information, the Vendor will apply the "Mortgage Arrangements Benefit" Cash Rebate for part payment of the balance of the Transaction Price directly.

上文「淨樓價」一詞指售價扣除第(19)段所述的「代繳從價印花稅」（如有）後的金額。
“Net Purchase Price” above means the amount of Purchase Price after deducting the “Ad Valorem Stamp Duty Benefit” (if any) as set out in paragraph 19.

18. 賣方首次以價單形式發售發展項目內的停車位時將優先邀請成功中標購買發展項目是次招標中的以下單位(連同賣方已公布或不時公布之其他招標文件及/或價單下相同優惠之買方)按賣方其絕對酌情權制訂之售價認購兩個停車位。有關發展項目停車位出售之詳情將由賣方全權及絕對酌情決定，並受容後公佈之相關交易文件條款及條件限制。賣方有全權及絕對酌情權就停車位之出售訂立不同的優先次序。買方須於賣方作出認購邀請時按賣方所訂時限決定是否購買停車位，並簽署相關買賣合約，逾時作棄權論，賣方不會因此向買方作出任何賠償。

When the Vendor first launches the sale of the carparking spaces in the Development by way of Price List, the successful purchaser(s) of Flat(s) below offered for tender under this Tender (together with other Purchasers who have the same offers under Price List(s) issued or to be issued by the Vendor from time to time) will be invited to apply for the purchase of two carparking spaces (on such price as the Vendor may in its absolute discretion prescribes). Details in relation to the sale of the carparking spaces in the Development shall be determined by the Vendor at its sole and absolute discretion and is subject to the terms and conditions of the relevant transaction documents which will be announced later. The Vendor shall have sole and absolute discretion to determine the priority in purchasing the carparking spaces. Purchaser must decide whether to purchase carparking space(s) and must enter into a relevant agreement for sale and purchase within the period as prescribed the Vendor when the Vendor makes the invitation, failing which the Purchaser will be deemed to have given up the offer and the Vendor will not make any compensation to the Purchaser therefor.

Tower 座	Floor 樓	Flat 單位
1	9	A

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

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

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

- (a) 代繳從價印花稅優惠只用作繳付本物業的正式合約之從價印花稅。
The Ad Valorem Stamp Duty Benefit shall only be used for the purpose of payment of the Ad Valorem Stamp Duty on the Agreement of the Property.
- (b) 若買方未能遵守、履行或符合臨時合約或正式合約內的任何條款或條件（包括但不限於買方未能完成本物業的買賣或未能按正式合約付清售價餘額），買方將不再享有代

繳從價印花稅優惠。買方須立即向賣方支付相等於賣方就代繳從價印花稅優惠已繳付的款項或立即採取一切賣方要求之步驟及行動以協助賣方從有關當局退回賣方就代繳從價印花稅優惠已繳付的款項及應賣方要求向賣方提供所有上述退款事宜所需之文件。

If the Purchaser fails to observe, perform or comply with any terms or conditions contained in the Preliminary Agreement or the Agreement (including but not limited to the Purchaser fails to complete the sale and purchase of the Property or fails to settle the balance of the Purchase Price as stipulated in the Agreement), the Purchaser shall no longer be entitled to the Ad Valorem Stamp Duty Benefit. The Purchaser shall forthwith pay to the Vendor an amount equivalent to the Ad Valorem Stamp Duty Benefit paid by the Vendor or forthwith carry out all steps and actions that the Vendor requires so as to assist the Vendor for the refund of the amount paid by the Vendor in respect of the Ad Valorem Stamp Duty Benefit from the competent authorities and to furnish the Vendor with all the necessary documents for the aforesaid refund upon the Vendor's request.

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

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

- (d) 為免疑問，買方有責任支付所有印花稅，包括但不限於從價印花稅、買家印花稅（如有）、額外印花稅（如有）或印花稅署徵收之罰款（如有）。代繳從價印花稅優惠乃屬賣方提供之補貼，賣方在任何情況下均不須就提供代繳從價印花稅優惠之任何延遲或任何原因導致代繳從價印花稅優惠（或其任何部份）之延遲支付而造成之任何罰款或損失負責。

For the avoidance of doubt, it is the Purchaser's duty to pay all the stamp duty, including but not limited to Ad Valorem Stamp Duty, Buyer's Stamp Duty (if any), Special Stamp Duty (if any) and penalty(ies) imposed by the Stamp Office (if any). The Ad Valorem Stamp Duty Benefit is only a subsidy offered by the Vendor, the Vendor will under no circumstances be liable for any delay in offering the Ad Valorem Stamp Duty Benefit or be responsible for any penalty(ies) or loss arising from the Ad Valorem Stamp Duty Benefit (or any part thereof).

- (e) 本優惠受相關文件其他條款及條件約束。

This Benefit is subject to other terms and conditions.

20. 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纏繞，一概與賣方無關。本招標及（如投標者的要約獲接受）本物業之買賣將按照本文件條款及交易文件條款進行；及

the Vendor is not and will not be involved in any dispute between the tenderer and the

Intermediary or any other estate agent, and this tender and, if the offer of the tenderer is accepted, the sale and purchase of the Property shall proceed in accordance with these terms and conditions and the terms and conditions as set out in the transaction documents; and

- (c) 介紹人是否為介紹投標者予賣方以入標認購本物業之地產代理，須由賣方核實方作準。

whether the Intermediary is the estate agent introducing the tenderer to the Vendor for the purpose of the tenderer's submission of the offer to purchase the Property is subject to the Vendor's verification.

21. 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).
22. 本招標公告及投標表格之中文譯本僅供參考。倘若對本招標公告及投標表格的詮釋有任何懷疑或爭議，一概以英文文本為準。
The Chinese translation of this Tender Notice and the Form of Tender is for reference only. In the event of any doubt or dispute in the interpretation of this Tender Notice and the Form of Tender, the English version shall prevail.

日期：2021年3月6日
Dated: 6 March 2021
