

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF PUBLIC TENDER

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

Regency Bay II

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unless previously withdrawn or sold)

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

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

Vendor's solicitors: **Mayer Brown**
18th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong
Contact Person: Mr. Wayne Cheng (Fax: 3012 9686)

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

招標文件

公開招標承投購買物業

現招標承投購買以下發展項目/期數之物業

御海灣 II

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

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

賣方：**廣峻投資有限公司**
香港港灣道 30 號新鴻基中心 45 樓

賣方律師：**孖士打律師行**
香港中環遮打道 10 號太子大廈 18 樓
鄭國偉律師(傳真：3012 9686)

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

CONTENTS

	<u>Page</u>
PART 1 : TENDER NOTICE	1
PART 2 : CONDITIONS OF SALE	10
PART 3 : OFFER FORM	19
APPENDICES	

目錄

頁次

第 1 部份 ： 招標公告

1

第 2 部份 ： 出售條款

10

第 3 部份 ： 要約表格

19

附件

PART 1: TENDER NOTICE

1. Definitions

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

“Acceptance Period”	means the period between the commencement date of submission of tender and the date which is the fourteenth (14th) working day after the closing of tender (both dates inclusive).
“Agreement”	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 4 of the Conditions of Sale.
“Conditions of Sale”	means the Conditions of Sale set out in Part 2 of this Tender Document.
“Development”	means Regency Bay Development.
“Letter of Acceptance”	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice.
“Offer Form”	means the Offer Form set out in Part 3 of this Tender Document.
“this Preliminary Agreement”	means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document.
“Phase”	means Phase 2 of the Development (Tower 1 of the Phase is called “Regency Bay II”).
“Property”	means, if and when this Tender Document is accepted by the Vendor, the Tendered Property.
“Property for Tender”	means, all or any of the properties offered for sale by tender as set out in the Sales Arrangement;
“Purchase Price”	means, if and when this Tender Document is accepted by the Vendor, the Tender Price.
“Purchaser”	means the successful Tenderer whose tender in respect of the Tendered Property is accepted by the Vendor.
“Sales Arrangements”	means any of the Information on Sales Arrangements issued by the Vendor for the Phase (as the same may be revised by the Vendor from time to time).
“Sales Office”	62/F, International Commerce Centre, No. 1 Austin Road West, Kowloon, Hong Kong.

“Tender Closing Date”	means, in respect of each Property for Tender, the tender closing date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangement.
“Tender Commencement Date”	means, in respect of each Property for Tender, the tender commencement date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangement.
“Tender Document”	means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Appendices).
“Tender Notice”	means the Tender Notice set out in Part 1 of this Tender Document.
“Tender Period”	means, in respect of each Property for Tender, the period between the Tender Commencement Date and Tender Closing Date.
“Tender Price”	means the price tendered for the Tendered Property as specified in the Schedule to the Offer Form.
“Tendered Property”	means the properties as specified in the Schedule to the Offer Form.
“Tenderer”	means the person who is specified in the Offer Form as the tenderer.
“Vendor”	means Kong Smart Investment Limited.
“Vendor’s solicitors”	means Mayer Brown.

2. Procedures of Tender

- 2.1 The Vendor invites tenders for the purchase of the Property for Tender on the terms and conditions contained in this Tender Document.
- 2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
- 2.3 The Vendor reserves the right to, at any time before the Tender Closing Date, accept any tender submitted.
- 2.4 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Property for Tender from sale or to sell or dispose of all or any of the Property for Tender or any part of thereof to any person by any method (including without limitation private treaty, tender and auction).
- 2.5 The Vendor reserves the right to adjust the Tender Closing Date and the time of the tender of any of the Property for Tender. Any adjustment of the Tender Closing Date and time will be posted at the Sales Office. The Vendor is not obliged to separately notify the Tenderers of such adjustment.
- 2.6 Tenderers should note the Vendor’s solicitors do not act for any Tenderer in the process of this tender.

2.7 A tender must be:-

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

- (b) accompanied with the following documents:-

- (i) Cashier order(s)

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

- (ii) Tenderer’s identification document

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

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

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

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

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

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

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

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

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

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

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

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

- 2.8 All cashier order(s) forwarded by the Tenderer will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier order(s) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other cashier orders will be returned by personal delivery or by post, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the address stated in their tenders.
- 2.9 (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal. The Vendor does NOT accept any person to act as an agent, attorney, nominee, representative, trustee of the Tenderer, save and except as permitted under clause 17 of the Conditions of Sale.
- (b) If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.
- (c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of Letter of Acceptance and return of cashier order(s).
- 2.10 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Document, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.
- (b) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK\$1.00 upon receipt of a written demand from him prior to the submission of his tender.

3. Acceptance of Tender

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Tendered Property.
- 3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the “**Letter of Acceptance**”) personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.
- 3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor’s solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for inspection during the Tender Period at the Sales Office. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments.

4. Miscellaneous

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

[End of Part 1: Tender Notice]

第 1 部份：招標公告

1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「承約期間」	指由遞交投標書的首日至招標截止日期後的第 14 個工作日(包括首尾兩日)。
「正式合約」	指賣方與買方根據出售條款第 4 條擬簽訂的該物業的正式買賣合約。
「出售條款」	指本招標文件第 2 部份的出售條款。
「發展項目」	指御海灣發展項目。
「接納書」	指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知。
「要約表格」	指本招標文件第 3 部份的要約表格。
「本臨時合約」	指買方根據招標文件遞交投標書，以及賣方根據招標文件的接納書而訂立的合約。
「期數」	指發展項目的第 2 期(期數中的第 1 座稱為「御海灣 II」)。
「該物業」	指如果及一旦本招標文件獲得賣方接納時的該投標物業。
「該招標物業」	指銷售安排內列出以招標形式出售的所有或任何物業。
「樓價」	指如果及一旦本招標文件獲得賣方接納時的投標價。
「買方」	指中標者，其對該物業的投標書獲得賣方接納。
「銷售安排」	任何一份或多份賣方不時發出的期數的銷售安排資料(及賣方不時對其作出的修改的銷售安排資料)。
「售樓處」	指香港九龍柯士甸道西 1 號環球貿易廣場 62 樓。
「招標截止日期」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標截止日期及時間。
「招標開始日期」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標開始日期及時間。
「招標文件」	指本招標文件(由第 1 部份、第 2 部份及第 3 部份組成，但不包括附件)。
「招標公告」	指本招標文件第 1 部份的招標公告。
「招標期間」	就每一個該招標物業而言，指招標開始日期至招標截止日期之間的期間。

「 投標價 」	指要約表格的附表中訂明投購該投標物業的價格。
「 該投標物業 」	指要約表格的附表中訂明的物業。
「 投標者 」	指要約表格中訂明為投標者的人士。
「 賣方 」	指廣峻投資有限公司。
「 賣方律師 」	指孖士打律師行。

2. **招標程序**

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

 如投標者為公司，投標者的公司註冊證明書及商業登記證的複印本，以及投標者最近期的董事登記冊及周年申報表的複印本。
 - (iii) **中介人的牌照(如適用)**
 投標者委託的地產經紀的牌照複印本。
 - (iv) **由投標者填妥並簽署的附件的文件**

1. 招標物業的量度尺寸
 2. 對買方的警告(按《律師執業規則》第 5C 條)
 3. 關於印花稅直送的信件
 4. 關於印花稅的確認書
 5. 關於開放式廚房的確認書
 6. 關於噪音緩解措施的確認書
 7. 關於吊船操作的確認函
 8. 關於繼續開放現樓物業予準買家參觀的確認信
 9. 關於參觀物業的確認信
 10. 賣方資料表格
 11. 關於財務計劃的確認信
 12. 個人資料收集聲明(新鴻基地產(銷售及租賃)代理有限公司)
- (v) 由投標者填妥並簽署的於售樓處領取的文件
13. 裝飾及傢俱圖
 14. 天花高度及消防安全設施圖
 15. 減音窗布局圖 (如適用)

請不要於本第(iv)及(v)分段所述的任何文件內填上日期。

- (c) 放入普通信封內，信封面上書明賣方收啓，並清楚註明「御海灣 II」；及
- (d) 於招標期間放入位於售樓處擺放的標示為「御海灣 II 公開招標」的投標箱內。

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

- 2.8 在賣方對收到的投標書作出決定前，所有銀行本票均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票將視作臨時訂金，以支付樓價的部份款項。所有其他銀行本票將於承約期間屆滿後起計 14 天內，按投標書所載地址以專人送達、或通過郵遞方式退還予落選投標者。

- 2.9 (a) 投標者須親身簽署要約表格及其他文件(如投標者為公司，須由其董事簽署)，並視作為主事人。除出售條款第 17 條另有批准外，賣方不接受任何人以代理人、獲授權人、被提名人、代表、信託人身份代表投標者行事。
- (b) 投標者如為公司，須於要約表格中清楚註明(除其他資料外)其聯絡人姓名、電話及傳真號碼。
- (c) 要約表格中指明的香港通訊地址將會是收取接受投標書信函及退回銀行本票的地址。

- 2.10 (a) 作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間按照本招標公告及本招標公告夾附的投標表格和出售條款所載的條款及條件，隨時接納投標。投標書根據本招標公告的程序一經遞交，投標者即不可撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。
- (b) 作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。

3. 接受投標

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

4. 其他事項

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

[第 1 部份：招標公告完]

PART 2: CONDITIONS OF SALE

1. In these Conditions of Sale, terms defined in the Tender Notice shall have the same meaning when used herein.
2. The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the Purchase Price and on the terms and conditions contained in this Preliminary Agreement.
3. The sale and purchase shall be completed at the office of the Vendor's Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) in accordance with the terms of the Agreement.
4. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-
 - (a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance;
 - (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.
5. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
6. The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholders.
7. The Purchaser shall attend the office of the Vendor's solicitors together with the Tender Document and the Letter of Acceptance within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor's solicitors without amendment; (ii) to pay the sum abovementioned as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement as set out in clause 18.
8. If the Purchaser fails to sign the Agreement within 5 working days after the date of the Letter of Acceptance:-
 - (a) this Preliminary Agreement is terminated;
 - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
 - (c) the Vendor does not have any further claim against the Purchaser for the failure.
9. 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.
10. The measurements of the Property are as follows: - see "Measurements of the Tendered Property" of the Tender Document.
11. The sale and purchase of the Property includes the fittings, finishes and appliances as follows: - see Schedule to the Conditions of Sale.

12. 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.
13. The Purchaser acknowledges receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 14 and fully understands its contents.
14. For the purposes of clause 13, the following is the "Warning to Purchasers"—
- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
 - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
 - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
 - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
 - (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
15. The Property is sold on "as is" basis. (If the Purchaser has inspected the Property) The Purchaser agrees and acknowledges that he has duly inspected the Property, has knowledge of and accepts the existing state and condition of the Property.
16. This Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.
17. If the Purchaser shall also instruct the Vendor's solicitors to act for him in respect of the purchase of the Property, the Vendor shall bear such solicitors' legal fees in respect of the Agreement and the subsequent Assignment in favour of the Purchaser. If the Purchaser chooses to instruct his own solicitors to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment. All legal costs and disbursements of the Purchaser's solicitors of and incidental to

the preparation, completion, stamping and registration of the Agreement and the Assignment to the Purchaser shall be borne and paid by the Purchaser.

18. All stamp duty (including without limitation any ad valorem stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong)) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.
19. All plan fees, the costs of certified copies of the relevant title deeds including plan fees for such certified copies, search fees, registration fees and other disbursements shall be borne by the Purchaser. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any mortgage of the Property.
20. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.
21. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
22. The Property is a residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
23. Time shall in every respect be of the essence of this Preliminary Agreement.
24. In this Preliminary Agreement:-
 - (a) “**saleable area**” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance;
 - (b) “**working day**” has the meaning given by section 2(1) of that Ordinance.
 - (c) the floor area of an item under clause (a) of each Property set out in “Measurements of the Tendered Property” of the Tender Document is calculated in accordance with section 8(3) of that Ordinance; and
 - (d) the area of an item under clause (b) of each Property set out in “Measurements of the Tendered Property” of the Tender Document is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
25.
 - (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “CRTPO”) and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
 - (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap.621).
 - (c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause(b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
 - (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and

- (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.

Schedule to Conditions of Sale
出售條款的附表

裝置、裝修物料及設備
Fittings, Finishes and Appliances

Internal Wall – 內牆	Walls are finished with emulsion paint for living / dining room and bedroom(s). 客廳 / 飯廳及睡房牆壁髹上乳膠漆。
Flooring – 地板	Engineered timber flooring for living / dining room and bedroom(s). 客廳 / 飯廳及睡房鋪砌複合木地板。
Door – 門	Timber door with lockset. 木門配門鎖。
Bathroom – 浴室	Sanitary fitments are provided. Tiles for wall; Ceiling finished with gypsum board with emulsion paint and aluminium ceiling; Tiles for floor. 提供潔具。牆壁鋪砌瓦；天花板以乳膠漆髹於石膏板及配置鋁質天花；地板鋪砌瓦。
Kitchen – 廚房	Open Kitchen Plastic laminate, mirror and stainless steel for wall. Engineered timber and tile for floor. Ceiling finished with gypsum board with emulsion paint. 開放式廚房 牆壁鋪砌夾層膠板、鏡及不銹鋼；地板鋪砌複合木地板及瓦；天花板以乳膠漆髹於石膏板。
Other provisions – 其他設備	Induction Hob, telescopic hood, refrigerator, microwave oven with grill (except Flat D on all residential floors of Tower 1 and except Flat C and Flat J on 30/F of Tower 1), steam oven with microwave function (applicable to Flat D on all residential floors of Tower 1 and applicable to Flat C and Flat J on 30/F of Tower 1) and washer dryer. 電磁煮食爐、拉趟式抽油煙機、雪櫃、微波燒烤爐（第一座所有住宅樓層D單位除外及第一座30樓C單位與J單位除外）、微蒸烤焗爐（適用於第一座所有住宅樓層D單位及第一座30樓C單位與J單位）及洗衣乾衣機。 - Installed water heater and exhaust fan for bathroom. 浴室裝設熱水爐及抽氣扇。 - Air-conditioner for living / dining room, bedroom(s) (if applicable) and store room (if applicable). 客廳 / 飯廳，睡房(如適用)及儲物房(如適用)裝設空調機。

[End of Part 2: CONDITIONS OF SALE]

第 2 部分：出售條款

1. 招標公告定義的詞語在本出售條款中具有相同含義。
2. 招標文件連同接納書構成賣方與買方就買賣該物業的有約束力的協議。賣方須以樓價並按本臨時合約所載條款及條款出售該物業，而買方須以樓價並按本臨時合約所載條款及條款購買該物業。
3. 買賣須根據正式合約的條款於辦公時間(即指由上午 10 時起至同日下午 4 時 30 分為止期間)內，在賣方律師的辦事處完成。
4. 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：
 - (a) 由買方於接納書的日期之後的第 5 個工作日或之前簽立；及
 - (b) 由賣方於接納書的日期之後的第 8 個工作日或之前簽立。
5. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
6. 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。
7. 買方須於接納書的日期之後的 5 個工作日內攜帶招標文件及接納書到賣方律師的辦事處辦理下列手續(按：必須嚴守所訂日期。)：(i)簽署賣方代表律師所擬備之標準正式合約；(ii)在簽署正式合約之同時交付本臨時合約上列明應付之款項；及(iii)同時交付第 18 條所載就正式合約應付之所有印花稅。
8. 如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：
 - (a) 本臨時合約即終止；
 - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
 - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
9. 買方在購買該物業時完全知悉該物業及該物業內的裝置、裝修物料及設備的實質狀況，並接受該物業及該等裝置、裝修物料及設備的現狀。
10. 該物業的量度尺寸載列於《投標物業的量度尺寸》。
11. 該物業的買賣包括的裝置、裝修物料及設備如下——見出售條款的附表。
12. 在不損害《物業轉易及財產條例》(第 219 章)第 13 條和第 13A 條的原則下，賣方不得限制買方依據法律就業權提出要求或反對的權利。
13. 買方確認已收到第 14 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。
14. 就上述第 13 條而言，「**對買方的警告**」內容如下——
 - (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。

Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.

- (b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。

You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.

- (c) 現**建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。

YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.

- (d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。

If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.

- (e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.

15. 該物業以現狀形式出售。(如買方已視察該物業) 買方同意及承認已到該物業實地視察，並清楚及接受該物業現時之情況。
16. 本臨時合約只適用於買方本身，買方無權要求賣方與任何其他人訂立任何正式合約，亦無權將本臨時合約的利益轉讓予第三方。
17. 若買方亦聘用賣方之律師行為買方在本物業買賣之代表律師，賣方將承擔該律師行在處理正式合約及其後買方受益的轉讓契之法律費用。若買方選擇另聘律師代表其買入本物業，則買賣雙方須各自支付其在有關正式合約及其後之轉讓契之法律費用。買方律師有關處理、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的律師費用及代墊付費用，全部由買方承擔及支付。
18. 有關本臨時合約及/或正式合約及/或轉讓契之所有印花稅(包括但不限於根據香港法例第 117 章《印花稅條例》可予徵收的從價印花稅及附加印花稅)，一概由買方承擔及支付。
19. 一切圖則費用、有關業權之契約之認證副本包括圖則之費用、查冊費、註冊費及其他支出款項均須由買方承擔。一切有關本物業按揭之法律費用及代墊付費用，均由買方支付及承擔。

20. 如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
21. 買方如有更改地址或電話，須以書面通知賣方。
22. 本物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。
23. 買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
24. 在本臨時合約中—
- (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
 - (b) “工作日”具有該條例第 2(1)條給予該詞的涵義；
 - (c) 招標文件的《投標物業的量度尺寸》載列之每個單位的(a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及
 - (d) 招標文件的《投標物業的量度尺寸》載列之每個單位的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。
25. (a) 賣方和買方無意賦予任何第三者權利依據《合約（第三者權利）條例》（第 623 章）（“該條例”）強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。
- (b) 本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章)的情況下。
 - (c) 若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者（在該條例定義）可依據該條例強制執行任何該等條款時：
 - (i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於臨時合約；及
 - (ii) 賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。

Schedule to Conditions of Sale
出售條款的附表

裝置、裝修物料及設備
Fittings, Finishes and Appliances

Internal Wall – 內牆	Walls are finished with emulsion paint for living / dining room and bedroom(s). 客廳 / 飯廳及睡房牆壁髹上乳膠漆。
Flooring – 地板	Engineered timber flooring for living / dining room and bedroom(s). 客廳 / 飯廳及睡房鋪砌複合木地板。
Door – 門	Timber door with lockset. 木門配門鎖。
Bathroom – 浴室	Sanitary fitments are provided. Tiles for wall; Ceiling finished with gypsum board with emulsion paint and aluminium ceiling; Tiles for floor. 提供潔具。牆壁鋪砌瓦；天花板以乳膠漆髹於石膏板及配置鋁質天花；地板鋪砌瓦。
Kitchen – 廚房	Open Kitchen Plastic laminate, mirror and stainless steel for wall. Engineered timber and tile for floor. Ceiling finished with gypsum board with emulsion paint. 開放式廚房 牆壁鋪砌夾層膠板、鏡及不銹鋼；地板鋪砌複合木地板及瓦；天花板以乳膠漆髹於石膏板。
Other provisions – 其他設備	Induction Hob, telescopic hood, refrigerator, microwave oven with grill (except Flat D on all residential floors of Tower 1 and except Flat C and Flat J on 30/F of Tower 1), steam oven with microwave function (applicable to Flat D on all residential floors of Tower 1 and applicable to Flat C and Flat J on 30/F of Tower 1) and washer dryer. 電磁煮食爐、拉趟式抽油煙機、雪櫃、微波燒烤爐（第一座所有住宅樓層D單位除外及第一座30樓C單位與J單位除外）、微蒸烤焗爐（適用於第一座所有住宅樓層D單位及第一座30樓C單位與J單位）及洗衣乾衣機。 - Installed water heater and exhaust fan for bathroom. 浴室裝設熱水爐及抽氣扇。 - Air-conditioner for living / dining room, bedroom(s) (if applicable) and store room (if applicable). 客廳 / 飯廳，睡房(如適用)及儲物房(如適用)裝設空調機。

[第2部分：出售條款完]

PART 3: OFFER FORM

(To be completed by the Tenderer)

To: **The Vendor**

1. Offer

I/We (whose name(s) and address(es) specified in the Schedule to this Offer Form), the Tenderer, hereby irrevocably offer to purchase the Tendered Property at the Tender Price specified in the Schedule to this Offer Form subject to the terms and conditions of this Tender Document and the Conditions of Sale.

2. Binding agreement if offer is accepted

I/We agree, accept and declare that in the event that this tender is accepted by the Vendor, then until the Agreement is signed, this Tender Document (together with the Vendor's written acceptance thereof and the Conditions of Sale) shall constitute a binding agreement between me/us and the Vendor on the terms and conditions contained in this Tender Document.

3. Address for receipt of Letter of Acceptance

I/We agree that the Hong Kong correspondence address specified in the Schedule to this Offer Form shall be the address for the purpose of receipt of Letter of Acceptance and/or return of cashier order(s). The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.

4. Declarations, representations and warranties

I/We hereby declare, represent and warrant to the Vendor as follows:-

(a) **The information specified in the Schedule to this Offer Form is in all respects true and accurate in so far it is within my/our knowledge.**

(b) The Vendor and their staff did not and will not collect directly or indirectly from me/us or the Intermediary any fees or commission in addition to the Tendered Price, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from me/us in connection with the sale and purchase of the Tendered Property, me/us should report the case to the Independent Commission Against Corruption.

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

Schedule to the Offer Form

(To be completed by the Tenderer)

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

Section 2 – Tendered Property			
	Tower	Floor	Flat
	1		

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

Section 4 – Payment term

The Tenderer must choose one of the following payment plans (*please tick one payment plan only).

If the Tendered Property comprises more than one (1) property, the Tenderer must choose the same payment plan for all the Tendered Property.

* ☐ **(TE2) 120 Days Payment Plan**

Terms of Payment

- A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).
- A further deposit equivalent to 5% of the Purchase Price shall be paid within 90 days after the date of Letter of Acceptance.
- 90% of the Purchase Price (balance of Purchase Price) shall be paid within 120 days after the date of Letter of Acceptance (i.e. the date of completion).

Stamp Duty Express

- only applicable to the Tenderer who is an individual

* ☐ I/We **select** the Stamp Duty Express and the amount of the Stamp Duty Express is equal to 4% of the Purchase Price.

* ☐ I/We **do not select** the Stamp Duty Express.

(* Please tick as appropriate)

For details of the gifts, financial advantage or benefits, please refer to Appendix 13.

* ☐ (TD5) 360 Days Special Payment Plan

Terms of Payment

- A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).
- A further deposit equivalent to 5% of the Purchase Price shall be paid within 120 days after the date of Letter of Acceptance.
- 5% of the Purchase Price shall be paid within 180 days after the date of Letter of Acceptance.
- 85% of the Purchase Price (balance of Purchase Price) shall be paid within 360 days after the date of the Letter of Acceptance (i.e. the date of completion).

Stamp Duty Express

- only applicable to the Tenderer who is an individual

* ☐ I/We **select** the Stamp Duty Express and the amount of the Stamp Duty Express is equal to 4% of the Purchase Price.

* ☐ I/We **do not select** the Stamp Duty Express.

(* Please tick as appropriate)

For details of the gifts, financial advantage or benefits, please refer to Appendix 13.

* ☐ (TF1) **Regency Flexible Payment Plan**

Terms of Payment

- A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).
- A further deposit equivalent to 5% of the Purchase Price shall be paid within 90 days after the date of Letter of Acceptance.
- 90% of the Purchase Price (balance of Purchase Price) shall be paid within 360 days after the date of the Letter of Acceptance (i.e. the date of completion).

Stamp Duty Express

- only applicable to the Tenderer who is an individual

* ☐ I/We **select** the Stamp Duty Express and the amount of the Stamp Duty Express is equal to 4% of the Purchase Price.

* ☐ I/We **do not select** the Stamp Duty Express.

(* Please tick as appropriate)

For details of the gifts, financial advantage or benefits, please refer to Appendix 13.

Section 5 - Intermediary (if any)	
Name of sales person	
EA Licence No.	
Estate agency	
Contact No.	
<u>Declaration regarding Intermediary (applicable only if an Intermediary is specified)</u> I/We declare and confirm that the Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary. The Vendor is not and will not be involved in any disputes between the Purchaser and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in this Tender Document.	

Section 6 - Declaration of relationship with the Vendor (* Please tick as appropriate)
I/We [* ☐ are / ☐ are not] a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap. 621). <i>(A person is a related party to the Vendor if that person is:</i> <i>(a) a director of the Vendor, or a parent, spouse or child of such a director;</i> <i>(b) a manager of the Vendor;</i> <i>(c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;</i> <i>(d) an associate corporation or holding company of the Vendor;</i> <i>(e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or</i> <i>(f) a manager of such an associate corporation or holding company.</i> <i>For the purpose of this Declaration, “manager has the meaning given by section 2(1) of the Companies Ordinance (Cap. 622) and “private company” has the meaning given by section 11 of the Companies Ordinance (Cap. 622)).</i>

Section 7 - Submission checklist

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

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

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

We declare and agree as follows:-

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

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

Section 9 - Signature of the Tenderer and witness

I/We, the Tenderer, have read the entire Tender Document, the documents in the Appendices and the documents obtained from the Sales Office, completed the Offer Form and the Schedule thereto. I/We agree to be bound by and confirm my/our acceptance the terms and conditions of the Tender Document.

(Note: The Offer Form must be signed by ALL of the Tenderers if there is more than one Tenderer. If the Tenderer is a company, the Offer Form must be signed by its authorized signatory(s) with company chop.)

Signed by the Tenderer:

X

Witnessed by:

X

Name of the authorized signature (if the Tenderer is a company):

Name of the witness:

Date:

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

第 3 部份：要約表格

(由投標者填寫)

致：賣方

1. 要約

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

2. 如要約獲接納將構成有效協議

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

3. 收取接納書的地址

本人／我們同意於本要約表格的附表中指明的香港通訊地址將作為收取接納書及退回銀行本票的地址。接納書在投郵後的第 2 個工作日視為已經正式收到。

4. 聲明、陳述及保證

本人／我們現聲明、陳述及保證如下：

- (a) 本要約表格的附表中指明的資料，在本人／我們的所知的範圍內，均為真實及正確。
- (b) 除樓投標價、提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向本人／我們或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在本人／我們購買該投標物業時向其索取任何金錢或其他利益，本人／我們應向廉政公署舉報。

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

要約表格的附表

(由投標者填寫)

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

第2節 – 投標物業			
	座	樓層	單位
	1		

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

第4節-支付條款

投標者須選擇下列其中一種付款計劃。(*請只剔一種付款計劃)

如投標物業有多於一個物業，投標者須就全部投標物業選擇相同的付款計劃。

* ☐ (TE2) 120 日付款計劃

支付條款

- 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。
- 加付訂金即樓價 5%於接納書的日期後 90 日內繳付。
- 樓價 90%(樓價餘額)於接納書的日期後 120 日內(即成交日期)繳付。

印花稅直送

- 只適用於投標者為個人

* ☐ 本人／我們選擇印花稅直送及印花稅直送的金額相等於樓價的 4%。

* ☐ 本人／我們不選擇印花稅直送。

(*請剔適用者)

有關贈品、財務優惠或利益的詳情，請參閱附件 13。

* ☐ (TD5) 360 日特別付款計劃

支付條款

- 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。
- 加付訂金即樓價 5%於接納書的日期後 120 日內繳付。
- 樓價 5%於接納書的日期後 180 日內繳付。
- 樓價 85%(樓價餘額)於接納書的日期後 360 日內(即成交日期)繳付。

印花稅直送

- 只適用於投標者為個人

* ☐ 本人／我們選擇印花稅直送及印花稅直送的金額相等於樓價的 4%。

* ☐ 本人／我們不選擇印花稅直送。

(*請剔適用者)

有關贈品、財務優惠或利益的詳情，請參閱附件 13。

* ☐ (TF1) **Regency 靈活付款計劃**

支付條款

- 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。
- 加付訂金即樓價 5%於接納書的日期後 90 日內繳付。
- 樓價 90%(樓價餘額)於接納書的日期後 360 日內(即成交日期)繳付。

印花稅直送

- 只適用於投標者為個人

* ☐ 本人／我們選擇印花稅直送及印花稅直送的金額相等於樓價的 4%。

* ☐ 本人／我們不選擇印花稅直送。

(*請剔適用者)

有關贈品、財務優惠或利益的詳情，請參閱附件 13。

第5節 – 中介人(如有)

地產代理姓名	
地產代理牌照號碼	
公司名稱	
聯絡電話	

關於中介人的聲明(僅於有指明中介人時適用)

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

第6節 – 與賣方關係的聲明(*請別適用者)

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

(如有以下情況，某人即屬賣方的「有關連人士」：

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

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

第7節– 遞交清單

以下文件連同本招標文件遞交(詳情見招標公告第 2.7 段)：

1. ☐ 招標文件及已填妥及簽署要約表格
2. ☐ 銀行本票
3. ☐ 投標者的身份證明文件
4. ☐ 中介人的牌照(如適用)
5. 由投標者填妥並簽署的附件的文件：
 - (1) ☐ 招標物業的量度尺寸(未有填上日期)
 - (2) ☐ 對買方的警告(按《律師執業規則》第 5C 條) (未有填上日期)
 - (3) ☐ 關於印花稅直送的信件 (未有填上日期)
 - (4) ☐ 關於印花稅的確認書(未有填上日期)
 - (5) ☐ 關於開放式廚房的確認書(未有填上日期)
 - (6) ☐ 關於噪音緩解措施的確認書(未有填上日期)
 - (7) ☐ 關於吊船操作的確認函(未有填上日期)
 - (8) ☐ 關於繼續開放現樓物業予準買家參觀的確認信(未有填上日期)
 - (9) ☐ 關於參觀物業的確認信(未有填上日期)
 - (10) ☐ 賣方資料表格(未有填上日期)
 - (11) ☐ 關於財務計劃的確認信(未有填上日期)
 - (12) ☐ 個人資料收集聲明(新鴻基地產(銷售及租賃)代理有限公司)(未有填上日期)
6. 由投標者填妥並簽署的於售樓處領取的文件：
 - (13) ☐ 裝飾及傢俱圖(未有填上日期)
 - (14) ☐ 天花高度及消防安全設施圖(未有填上日期)
 - (15) ☐ 減音窗布局圖 (如適用) (未有填上日期)

第8節 – 關於公司投標者的聲明(不適用於個人投標者)

我們聲明並同意如下：

1. 在本要約表格的日期之時投標者的所有現任董事的資料均已列於下表。
2. 所有委任投標者的董事的相關程序已在本要約表格的日期之前完成。
3. 如我們成為中標者，除非得到賣方事先書面同意，在本要約表格的日期至接納書的日期，投標者的董事均不會有任何改變(包括減少、增加、取代或更換)。
4. 賣方可在任何時間要求我們提供所有相關商業文件及資料以核實於下表列出的投標者的董事的資料，而投標者必須遵從該要求並自費提供所有上述文件及資料。
5. 如有任何違反本節的規定，賣方有權拒絕將物業出售予投標者。

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

第9節 – 投標者及見證人的簽署

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

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

投標者簽署：

X

見證人簽署：

X

獲授權人士的名稱(如投標者為公司)：

見證人名稱：

日期：

[第3部份：要約表格完]

[招標文件完]

附件

Appendices

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

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

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

Measurements of the Tendered Property

投標物業的量度尺寸

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

The measurements of the Property are as follows—

本物業的量度尺寸如下—

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

平方米／
square metres/

平方米／
square metres/

平方米／
square metres/

平方呎，其中—
square feet of which—

平方呎為露台的樓面面積；
square feet is the floor area of the balcony;

平方呎為工作平台的樓面面積；及
square feet is the floor area of the utility platform;

and

(b) 其他量度尺寸為—
other measurements are—

窗台的面積為
the area of the bay window is

平方米／
square metres/

平方呎；
square feet;

平台的面積為
the area of the flat roof is

平方米／
square metres/

平方呎；
square feet;

天台的面積為
the area of the roof is

平方米／
square metres/

平方呎；
square feet;

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

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

Signed by the Purchaser 買方簽署

38

**TENDERER MUST COMPLETE THIS
PAGE**

投標者須填妥本頁

WARNING TO PURCHASERS

對買方的警告

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

WARNING TO PURCHASERS

PLEASE READ CAREFULLY

對買方的警告

買方請小心閱讀

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

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

我/我們已收到此警告之副本及完全明白此警告之內容。

Signed by the Purchaser(s) 買方簽署

TENDERER MUST COMPLETE THIS PAGE (IF APPLICABLE)
投標人須填妥本頁（如適用）

Letter Regarding Stamp Duty Express
關於印花稅直送的信件

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

To 致: The Purchaser 買方

1. We, KONG SMART INVESTMENT LIMITED, refer to your purchase of the Property under a preliminary agreement for sale and purchase (the "**Preliminary Agreement**").
本公司廣峻投資有限公司現就閣下根據一份臨時買賣合約(以下稱「**臨時合約**」)購買上述物業(以下稱「**該物業**」)一事致函閣下。

2. The purpose of this letter is to confirm our offer to you, subject to and in accordance with the terms and conditions of this letter, in particular the fulfillment of your obligations in paragraph 3 below:-
本信件之目的是為了確認本公司按照本信件所列的條款與細則（尤其是有關閣下履行以下第3段所列責任的條款），向閣下提供「印花稅直送」：-

The amount of the "Stamp Duty Express" shall be equal to 4% of the purchase price.
「印花稅直送」金額相當於樓價的4%。

3. **By signing this letter, you agree to the following:-**
簽署本信件即表示閣下同意以下各項：

- (a) You shall execute a legally binding formal agreement for sale and purchase of the Property (in the form prescribed by the Vendor without amendments)(the "**Agreement for Sale and Purchase**") in accordance with the terms and conditions of the Preliminary Agreement.
閣下須按照臨時合約的條款與細則，簽署一份有法律約束力的正式買賣合約（按賣方規定的格式及不得作出修改）（以下稱「**買賣合約**」）。
- (b) You shall make payment of the further deposit, additional deposit(s), further part payment(s) and balance of purchase price within the time specified in the Agreement for Sale and Purchase and perform and observe all other terms and conditions in the Preliminary Agreement and the Agreement for Sale and Purchase.
閣下須於買賣合約規定的限期內支付加付訂金、額外訂金、進一步的部分付款及樓價餘額，並履行及遵守臨時合約和買賣合約所有其他條款與細則。
- (c) Upon signing of the Agreement for Sale and Purchase,
在簽署買賣合約之時，
- (i) You shall deposit with the Vendor's solicitors a fund for the Vendor's solicitors to arrange for the Agreement for Sale and Purchase and (where required by the Stamp Duty Ordinance) the Preliminary Agreement to be stamped by the Collector of Stamp Revenue within the time limit prescribed by the Stamp Duty Ordinance. The amount of the fund is equal to the amount of AVD on the Agreement for Sale and Purchase (including the fixed fee for stamping a counterpart of the Agreement for Sale and Purchase) and (where required by the Stamp Duty Ordinance) the Preliminary Agreement; less the amount of "Stamp Duty Express". The above arrangement is without prejudice to your obligation to pay stamp duty under the Agreement for Sale and Purchase.
閣下須向賣方代表律師存放一筆款項，以使賣方代表律師安排在《印花稅條例》訂明的時限內讓印花稅署署長為買賣合約及（如《印花稅條例》要求）臨時合約加蓋印花。該筆款項金額相等於買賣合約（包括加蓋買賣合約副本的定額費用）及（如《印花稅條例》要求）臨時合約的從價印花稅，減「印花稅直送」的金額。以上安排是不減損閣下在買賣合約下支付印花稅的責任。

- (ii) You shall provide the following to the Vendor's solicitors:

閣下須向賣方代表律師提供以下文件：

- Application for Refund of Stamp Duty (Form IRSD125(E)) (signed but undated);
印花稅退款申請書（表格 IRSD 125(E)）（已簽署但無註明日期）；
- Letter of Indemnity (for Payer of Stamp Duty) (Form L/1(1) (10/ 2022)) (signed, witnessed but undated);
償還稅款保證書（供支付印花稅者填報）（Form L/1(1)(10/2022)）（已簽署及見證但無註明日期）；
- Stamping Request (Form IRSD112(E)) (signed by you or your solicitors, indicating that the Vendor pays 100% share of AVD);
and
加蓋印花申請（表格 IRSD 112(E)）（由閣下或閣下代表律師簽署及訂明賣方支付 100%從價印花稅）；及
- such other document(s) as may be required by the Vendor or the Vendor's solicitors.
其他賣方或賣方代表律師要求的文件。

4. The "Stamp Duty Express" will be applied by the Vendor directly for payment (or part payment) of the AVD chargeable on the Agreement for Sale and Purchase on your behalf. You shall remain primarily liable for payment of the AVD, and shall be responsible for payment of the difference (if any) between the actual amount of AVD and the amount of the "Stamp Duty Express", the fixed fee for stamping a counterpart of the Agreement for Sale and Purchase and (where required by the Stamp Duty Ordinance) the Preliminary Agreement.

賣方將應用「印花稅直送」直接代閣下繳付買賣合約的應繳的從價印花稅（或其部份）。閣下仍須負上繳付從價印花稅的主要責任，及須負責繳付實際從價印花稅的金額與「印花稅直送」的金額之間的差額（如有）、加蓋買賣合約副本及（如印花稅條例要求）臨時合約的定額費用。

5. After the "Stamp Duty Express" has been applied for payment (or part payment) of the AVD by the Vendor for the first time:
在賣方首次應用「印花稅直送」繳付從價印花稅（或其部份）後：

- a. If the amount of the "Stamp Duty Express" exceeds the amount of the AVD, subject to settlement of the balance of the purchase price in accordance with the Agreement for Sale and Purchase, the Vendor will apply the remaining amount of the "Stamp Duty Express" (as a cash rebate) for part payment of the balance of the purchase price of the Property directly.

如「印花稅直送」的金額大於從價印花稅的金額，在閣下按買賣合約付清樓價餘額的情況下，賣方會將「印花稅直送」的剩餘金額（作為現金回贈）直接用於支付本物業的部份樓價餘額。

- b. After the Vendor has paid or applied the "Stamp Duty Express" as aforesaid, the Vendor's obligation to you under this benefit will be discharged. Even if there is a change in the purchase price in the future (whether due to your application to change the terms of payment which has been approved by the Vendor or other reason) or the purchase of the Property shall be considered by the Stamp Office to form part of a larger transaction or series of transactions, the amount of the "Stamp Duty Express" will not be adjusted as a result thereof and the Vendor is no longer required to pay any additional stamp duty for you.

賣方在如前述繳付或應用「印花稅直送」後，賣方對閣下關於此優惠的責任將完結。即使樓價日後有更改（不論是否因閣下日後申請更改支付辦法獲得賣方同意或其他原因）或本物業的購買被印花稅署視為構成一宗更大交易或一系列交易的一部分，「印花稅直送」的金額亦不會因此而調整，賣方亦無須向閣下代繳任何進一步的印花稅。

6. If the Purchaser does not complete the purchase of the Property in accordance with the Agreement for Sale and Purchase, the full amount of the "Stamp Duty Express" shall be refunded to the Vendor forthwith, notwithstanding the AVD has not been refunded by the Government.

如閣下沒有按買賣合約完成購買本物業，「印花稅直送」的全額將須立即退還給賣方，即使政府還沒有退還從價印花稅。

7. The Vendor hereby expressly reserve its rights to claim against you for any damages and to apply for refund of the paid AVD ("Refund") from Inland Revenue Department if you fail to complete the sale and purchase of the Property in accordance with the terms and conditions of the Agreement for Sale and Purchase. In the event that the paid AVD (or any part thereof) ceases to be payable because of the cancellation or termination of the Agreement for Sale and Purchase for whatever reason, you shall forthwith carry out all steps and actions as required by the Vendor to assist the Vendor to obtain the Refund from the competent authorities. You hereby agree that, whether or not the Agreement for Sale and Purchase has been cancelled or terminated, you shall, upon the request of the Vendor, sign any relevant forms and documents for the purpose of enabling the Vendor to claim the Refund, and/or authorizes the Vendor to apply for the Refund and for such purpose, date and use the aforesaid forms and documents, fill in such other forms and documents as may be required and submit them to the competent authorities at any time as the Vendor deems fit.

假如閣下沒有根據買賣合約的條款及條件完成本物業的交易，賣方保留向閣下追討索償及向稅務局申請退回已支付的從價印花稅（「退款」）之權利。若買賣合約因任何原因被取消或終止而不再需要支付已付之從價印花稅（或其任何部分），閣下須立即採取一切賣方要求之步驟及行動協助賣方從有關當局取回退款。閣下特此同意，不論當時買賣合約是否已經被取消或終止，閣下須因應賣方的要求簽署任何表格及文件，令賣方能夠申請退款及/或授權賣方申請退款，及為該目的該表格及文件及填上日期，填寫其他所需的表格及文件及將之遞交到有關當局。

8. The Vendor will under no circumstance be responsible for any penalty or loss if there is any late payment of stamp duty, whether or not due to any late payment of the "Stamp Duty Express" (or any part thereof) for whatever reason.

於任何情況下，無論是否因延遲發放「印花稅直送」（或其任何部分）或因任何原因而未有如期繳付印花稅，賣方均無須就任何罰款或損失負責。

9. The benefit in this letter is personal to you and is only available to you as a purchaser of the Property who entered into the Preliminary Agreement. In any event, you shall only be entitled to receive the "Stamp Duty Express" once for each residential property. The rights or benefits conferred on you under this letter are non-assignable and non-transferable.

本信件的利益屬於閣下個人所有，並且僅向作為簽署臨時買賣合約的買方提供。不管怎樣，閣下只可就每個住宅物業有權使用印花稅直送一次。本信件賦予閣下的權利或利益不得轉讓或轉移。

10. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase. All the rights and remedies of the Vendor under the Agreement for Sale and Purchase shall not be affected by these terms and conditions. The terms and conditions herein constitute an agreement between the parties hereto independent from your purchase of the Property and the Agreement for Sale and Purchase and nothing herein contained or any failure by any party hereto to observe or perform any of its obligation hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Agreement for Sale and Purchase, or the rights, duties or obligations of the parties to the Agreement for Sale and Purchase. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, you shall remain liable to be bound to observe and perform all the terms and conditions in the Agreement for Sale and Purchase and to complete the purchase of the Property in accordance with the provisions of the Agreement for Sale and Purchase. The terms and conditions herein will not exonerate or exempt the Purchaser from being liable for his failure to complete the purchase. Any claim that you may have under or in relation to or in connection with the terms and conditions herein shall be a claim against the Vendor for damages only.
- 本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。賣方所有買賣合約下之權利及補償均不受本信件的條件及條款影響。於本信件的條款及條件構成於此所載之各方之間訂立的協議，且獨立於閣下購買本物業及買賣合約，於本信件的任何內容或任何一方如未能遵守或履行其本信件之任何責任，則買賣合約的運作、有效性或可強制執行性或買賣合約之下各方的權利、義務或責任亦不會被任何方式損害、變更或影響。為免生疑，若賣方未能履行其於本信件之責任，閣下仍須遵守及履行買賣合約的所有條款及條件及按買賣合約的條款完成購買本物業。本信件的條款及條件不排除或豁免閣下在未能完成買賣時需負之責任。閣下所有按或就本信件的條款及條件提出的或與本信件的條款及條件有關連的申索，只限於為了取得損害賠償的申索。
11. For the purpose of this letter,
就本信件而言，
- “AVD” means the ad valorem stamp duty chargeable on the Preliminary Agreement and the Agreement for Sale and Purchase under the Stamp Duty Ordinance.
「從價印花稅」是指根據《印花稅條例》對臨時合約和買賣合約徵收的從價印花稅。
- “Stamp Duty Ordinance” means the Stamp Duty Ordinance (Cap. 117) as amended from time to time.
「《印花稅條例》」是指經不時修訂的《印花稅條例》（香港法例第 117 章）。
12. The parties do not intend any term of this letter to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623)(the “CRTPO”) and agree that this letter shall be excluded from the application of the CRTPO.
各方無意賦予任何第三者權利依據《合約(第三者權利)條例》（第 623 章）（「該條例」）強制執行本信件下任何條款，並且同意排除該條例對本信件的適用。
13. In case of dispute, we reserve our rights to make the final decision on all matters arising from this letter and such decision shall be binding on you.
如有爭議，本公司有權就本信件引起的所有事宜作最後決定，該決定對閣下有約束力。
14. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.
如本信件之中英文文本有任何歧義，一切以英文文本為準。

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



Authorized Signature(s)
授權人士簽署

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

經小心考慮本信件的内容後，本人/吾等同意接受本信件所列的所有條款與細則及受其約束。

Signed by the Purchaser(s) 買方簽署

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

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

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

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

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

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

Demand-side Management Measures for Residential Properties**住宅物業的需求管理措施**

1. The Stamp Duty (Amendment) Ordinance 2024 ("**2024 Amendment Ordinance**") was published in the Gazette on 19 April 2024 to give effect to the proposals in the 2024-25 Budget to cancel all demand-side management measures for residential properties. Under the 2024 Amendment Ordinance, (a) the ad valorem stamp duty ("**AVD**") rate of 7.5% under Part 1 of Scale 1 is amended to the same rate as those of AVD at Scale 2 with effect from 28 February 2024; and (b) any instrument executed on or after 28 February 2024 for the sale and purchase or transfer of residential property is no longer subject to special stamp duty and buyer's stamp duty.

《2024年印花稅（修訂）條例》（《2024年修訂條例》）已於2024年4月19日刊憲，以實施2024-25年度財政預算案中的建議，即撤銷所有住宅物業需求管理措施。根據《2024年修訂條例》，(a) 由2024年2月28日起，第1標準第1部之下百分之七點五的從價印花稅稅率修訂為與從價印花稅第2標準的稅率相同；及 (b) 在2024年2月28日或之後所簽立以買賣或轉讓住宅物業的文書均無須徵收額外印花稅及買家印花稅。

Series of transactions**系列交易**

2. Purchaser should be aware that the purchase of two or more properties from the same vendor on the same date or within a short time span under two or more Preliminary Agreements / Agreements for Sale and Purchase may be considered by the Stamp Office to form a larger transaction or series of transactions. In such scenario, the AVD of the Preliminary Agreements / Agreements for Sale and Purchase will then be computed at the rate pertinent to the total amount or value of the considerations of all the properties.
買方應注意，在同一日或一段短時間內根據兩份或以上的臨時合約／買賣合約向相同的賣方購買兩個或以上的物業，可能會被印花稅署視為構成一宗更大交易或一系列交易。在此情況下，臨時合約／買賣合約的從價印花稅將按所有物業的總代價款額或價值的從屬印花稅率計算。
3. For details of the stamp duty, please browse the Inland Revenue Department website (www.ird.gov.hk).
有關印花稅詳情，請瀏覽稅務局網頁（www.ird.gov.hk）。

Procedures to be followed by the Purchaser who is not eligible for "Stamp Duty Express"

不獲「印花稅直送」之買方須遵守的程序

4. The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors within 14 days from the date of the Preliminary Agreement, the original Agreement for Sale and Purchase duly stamped or the original stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase to enable the Vendor's Solicitors to register the Agreement for Sale and Purchase with the Land Registry within one month after the date of the Preliminary Agreement.

買方承諾向賣方律師交付並促使其律師向賣方律師交付，在臨時合約訂立之日起 14 天內，一份已加蓋應付印花稅之買賣合約的正本，或印花證明書的正本，以證明已完全繳付買賣合約之印花稅及使賣方律師在臨時合約之日後起 1 個月內在土地註冊處登記買賣合約。

Procedures to be followed by the Purchaser who is eligible for "Stamp Duty Express"

獲「印花稅直送」之買方須遵守的程序

5. Please refer to the "Letter regarding Stamp Duty Express" for details.

詳情請參閱「關於印花稅直送的信件」。

Other Matters

其他事項

6. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.

本人／我們確認及知悉，若本人／我們不能全數或準時支付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，本人／我們須就此向賣方作出十足的彌償。

7. I/We acknowledge that this acknowledgement letter does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt.

本確認信不構成你們給予本人／我們任何意見或陳述。本人／我們明白如有疑問，本人／我們應徵詢專業人士之意見。

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

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

9. The Chinese translation of this acknowledgement letter is for reference purposes only. In case of any dispute, the English version shall prevail.

本確認信中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signed by the Purchaser(s) 買方簽署

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

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

- I /We hereby acknowledge that I /we am/are aware of and understand that under the approved form of Deed of Mutual Covenant and Management Agreement (the “DMC”) in respect of Regency Bay Development (the “Development”) , Owners of the relevant units with open kitchen (the “Open Kitchen Units”) shall at their own costs and expenses observe and comply with the covenants, obligations, provisions and restrictions to be observed and performed by the Owners of the relevant Open Kitchen Units set out in Clause (42) of The Third Schedule and The Fifth Schedule to the DMC (extract of the said Clause (42) of The Third Schedule and The Fifth Schedule relating to the fire safety of the open kitchens is for the sake of easy reference attached hereto) and shall cause the tenants and occupiers of my/our captioned Property to observe and comply with the same.
本人 / 吾等確認本人 / 吾等明白按照御海灣(以下簡稱「該發展項目」) 公契及管理合約已批核文本(以下簡稱「公契」) 規定，設有開放式廚房之有關單位(以下簡稱「開放式廚房單位」) 業主須自費遵守及履行公契內附表三第(42)條及附表五所列有關開放式廚房單位業主必須遵守和履行之契諾、責任、規定和限制(為方便參考，該附件三第(42)條及附表五有關開放式廚房消防安全之摘要已附於本確認函)，本人 / 吾等並須促使本人 / 吾等所購買之物業之租客及佔用人遵守及履行上述的契諾、責任、規定和限制。
- I/We hereby acknowledge that the extract is only a summary of the DMC provisions concerned for reference and subject to the DMC and that I/we have been advised to, before entering into the preliminary agreement for sale and purchase of the captioned Property, peruse the approved form of the DMC (which is available at the sales office and on the website of the Development) and seek professional advice for details.
本人 / 吾等確認明白摘要為相關公契條款之概要，僅供參考，一切均以公契為準，另本人 / 吾等亦確認簽訂上述物業臨時買賣合約前已獲建議細閱公契已批核文本(於售樓處及發展項目互聯網網站有所提供) 及尋求專業意見以獲取詳情。
- I/We hereby confirm and declare that I/we have agreed to purchase the captioned Property with full knowledge of the abovementioned covenants, obligations, provisions and restrictions and shall fully observe and comply with the same.
本人 / 吾等確認及聲明本人 / 吾等同意購入上述物業時已完全知悉上述之契諾、責任、規定和限制，並將完全遵守及履行該等契諾、責任、規定和限制。
- In the event of any conflict or discrepancy between the Chinese and English version of this Acknowledgement Letter, the English version shall prevail.
如本確認函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

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

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

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

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

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

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

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

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

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

Signed by the Purchaser(s) 買方簽署

**TENDERER MUST COMPLETE THIS
PAGE
投標者須填妥本頁**

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

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

1. I /We, the undersigned, hereby acknowledge and are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that:-
本人/吾等，即下方簽署人，特此確認本人/吾等簽署本物業的臨時買賣合約前已清楚明白以下事項：

(a) Under the approved form of Deed of Mutual Covenant and Management Agreement (the “DMC”) in respect of Regency Bay Development (the “**Development**”):-
按照所批核之御海灣(以下簡稱「該發展項目」)的公契及管理協議(「公契」)的規定：

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

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

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

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

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

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

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

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

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

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

Signed by the Purchaser(s) 買方簽署

**TENDERER MUST COMPLETE THIS
PAGE
投標者須填妥本頁**

Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers
關於繼續開放現樓物業予準買家參觀的確認信

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

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

本人／我們，下述簽署人，僅此知悉及確認：

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

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

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

如本信之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

TENDERER MUST COMPLETE THIS PAGE
投標者須填妥本頁

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

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

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

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

will not be provided or delivered to me/us upon completion of the sale and purchase or handover of the Property. I/we should refer to the sales brochure for details of the fittings, finishes and appliances that will be handed over with the Property.

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

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

Signed by the Purchaser(s) 買方簽署

TENDERER MUST COMPLETE THIS PAGE
投標者須填妥本頁

Vendor's Information Form
賣方資料表格

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

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額			
Tower 座	Floor 樓層	Flat 單位	
1	5	D	HK\$2,477 per month 港幣每月計
b) The amount of the Government rent (if any) that is payable for the Property 須就本物業繳付的地稅 (如有的話) 的款額			
Tower 座	Floor 樓層	Flat 單位	
1	5	D	HK\$1,099 per quarter 港幣每季計
c) The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱		No 沒有	
d) The name of the manager of the Phase 期數的管理人的姓名或名稱		Hong Yip Service Company Limited 康業服務有限公司	
e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Phase 賣方自政府或管理處接獲的關乎期數的住宅物業的擁有人須分擔的款項的任何通知		No 沒有	
f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Phase 賣方自政府接獲的規定賣方拆卸期數的任何部分或將期數的任何部分恢復原狀的任何通知		No 沒有	
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索		No 沒有	

Date of Printing: 09 October 2024

印製日期: 2024 年 10 月 09 日

Signed by the Purchaser(s) 買方簽署

TENDERER MUST COMPLETE THIS PAGE (IF APPLICABLE)
投標人須填妥本頁（如適用）

Acknowledgement Letter Regarding Financing Plans
關於財務計劃的確認信

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

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

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

- a) I/We confirm that I/we have sufficient time to read the "Reminder to Prospective Purchasers" issued by the Sales of First-hand Residential Properties Authority as annexed in this acknowledgement letter.
本人／吾等有足夠時間閱讀載於本確認信附錄的一手住宅物業銷售監管局發出的「給準買家的提醒」。
- b) I/We confirm that I/we have sufficient time to read the information document(s) on financing plan(s) offered by the Vendor's designated financing company as set out in the relevant annex of the tender document of the Property ("the Information Document(s)") as follows:
本人／吾等有足夠時間閱讀載於本物業招標文件相對附件內由賣方指定財務公司提供的財務計劃所列的資料文件（「資料文件」）如下：

<u>Financing Plan</u> <u>財務計劃</u>	<u>Relevant annex of Tender Notice</u> <u>招標文件的相對附件</u>
Standby First Mortgage Loan 備用第一按揭貸款	Annex 4(a) of Appendix 13 附件13的附錄4(a)
Super Second Mortgage Loan Super 第二按揭貸款	Annex 4(b) of Appendix 13 附件13的附錄4(b)
Regency 120s Regency 120s	Annex 4(c) of Appendix 13 附件13的附錄4(c)
Extended Loan 延續貸款	Annex 4(d) of Appendix 13 附件13的附錄4(d)

The Vendor has reminded me/us to read the Information Document(s) if I/we intend to apply for any financing plan(s) offered by the Vendor's designated financing company as set out in the tender document of the Property.

賣方已提醒本人／吾等，如本人／吾等有意申請本物業招標文件內所列由賣方指定財務公司提供的任何財務計劃，本人／吾等應細閱資料文件。

- c) The Vendor has reminded me/us to directly enquire with the Vendor's designated financing company if in doubt about the details of the terms and conditions of the financing plan(s), approval conditions and application procedures.

賣方已提醒本人／吾等，如對財務計劃的條款及條件、批核條件和申請手續有疑問，應直接向賣方指定財務公司查詢有關詳情。

- d) I/we understand that (a) all the terms and conditions of the financing plan(s) are subject to approval by the Vendor and/or the Vendor's designated financing company; and (b) the Vendor, its appointed estate agents and the Vendor's designated financing company will not provide any guarantee that I/we will be able to secure any mortgage, charge or loan or any desired terms to finance my/our purchase of the Property.

本人／吾等明白(a)財務計劃的所有條款及細則均以賣方及／或賣方指定財務公司所批核為準；及(b)賣方、其委任的地產代理及賣方指定財務公司不會就本人／吾等能獲得任何按揭、押記或貸款或任何希望取得的條款用以資助本人／吾等購買本物業而作出任何保證。

- e) The parties do not intend any term of this acknowledgement letter to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “**CRTPO**”) and agree that this acknowledgement letter shall be excluded from the application of the CRTPO.

各方無意賦予任何第三者權利依據《合約(第三者權利)條例》（第623章）（「該條例」）強制執行本確認信下任何條款，並且同意排除該條例對本確認信的適用。

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

如本確認信之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Note 備註：

This form must be signed by ALL of the Purchasers if there are more than one Purchaser(s). If the Purchaser is a corporation, this form must be signed by its authorized signatory(s) with company chop.

本表格須由所有買方簽署。如買方為公司，須由公司之授權人士簽署及蓋上公司印鑑。

Reminder to Prospective Purchasers
給準買家的提醒

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), **BEFORE** entering into a preliminary agreement for sale and purchase (PASP), you should:

如你擬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），你應在簽訂買賣合約前：

- (a) **Study carefully** the information of the financing plans (including terms and conditions, etc) as set out in the **Tender Document(s)** and other relevant document(s):
細閱有關招標文件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) 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.
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) **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:
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) **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
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) **Remain cool-headed** and critically consider the followings:
保持冷靜並審慎考慮以下事項：
- 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;
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；
 - 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;

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的貸款的能力；

- 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;
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。
- 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
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
- 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?
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？

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

Personal Information Collection Statement

Collection of your personal information

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

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

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

Purposes for which Your Information may be used

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

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

Transfer of Your Information

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

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

Use of Your Information in direct marketing

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

In connection with direct marketing, we intend:

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

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

Access to and correction of Your Information

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

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

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

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

Signature

Name:

Date:

新鴻基地產(銷售及租賃)代理有限公司
個人資料收集聲明

收集閣下的個人資料

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

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

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

閣下資料可能被用作的用途

我們可能不時使用閣下資料作下列一個或多個用途：

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

轉移閣下資料

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

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

在直接促銷中使用閣下資料

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

就直接促銷，我們有意：

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

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

查閱及改正閣下資料

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

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

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

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

簽署

姓名：

日期：

有關贈品、財務優惠或利益的列表

List of gifts, financial advantage or benefits

1. 根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠(如有)；而有關還款能力之要求(包括但不限於供款與入息比率之上限)將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。
According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the Purchaser in connection with the purchase of a residential property will be deducted from the purchase price when calculating the loan-to-value ratio by the bank; and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.
2. 所有就購買該發展項目中的指明住宅物業而連帶獲得的任何折扣、贈品、財務優惠或利益均只提供予正式合約中訂明的一手買方及不可轉讓。賣方有絕對酌情權決定所有相關事項，包括但不限於買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。
All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of a specified residential property in the Development are offered to first-hand Purchaser as specified in the Agreement only and shall not be transferable. The Vendor has absolute discretion in deciding all relevant matters including but not limited whether a Purchaser is entitled to those discount, gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those discount, gift, financial advantage or benefit. In case of dispute, the Vendor's decision shall be final and binding on the Purchasers.
3. 所有由賣方將提供用以支付樓價餘額部份的現金回贈(以向上捨入方式換算至整數)，在符合提供現金回贈的相關先決條件的情況下，賣方保留權利以其他方法及形式將現金回贈支付予買方。如其後發現買方不應獲得任何現金回贈，買方收到賣方要求後須立即退回相關現金回贈予賣方。
For all cash rebate(s) (rounded up to the nearest integer) that will be offered by the Vendor for part payment of the balance of Purchase Price, subject to the relevant prerequisite for provision the cash rebate(s) being satisfied, the Vendor reserves the right to pay the cash rebate(s) to the Purchaser by other method(s) and in other manner. If subsequently it is discovered that the Purchaser is not entitled to any cash rebate(s), the Purchaser shall forthwith upon demand from the Vendor refund the relevant cash rebate(s) to the Vendor.
4. 賣方的指定財務機構為賣方的有聯繫公司。賣方的指定財務機構沒有亦將不會委任任何人士(第三方)處理就向任何擬借款人或任何指明類別的擬借款人批出貸款，無論是促致、洽商、取得或申請貸款，或是擔保或保證該筆貸款的償還或有關事宜。
The Vendor's designated financing company is a related company of the Vendor. The Vendor's designated financing company does not and will not appoint any person (third party) for or in relation to granting a loan to any intending borrower or any specified class of intending borrower, whether as to the procuring, negotiation, obtaining, application, guaranteeing or securing the repayment of such a loan.
5. 由賣方之指定財務機構提供的任何貸款，其最高貸款金額、息率及條款僅供參考，買方實際可獲得的貸款金額、息率及條款須視乎指定財務機構的獨立批核結果而定，而且可能受法例及政府、香港金融管理局、銀行及相關監管機構不時發出之指引、公布、備忘等(不論是否對指定財務機構有約束力)影響。買方必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。
The maximum loan amount, interest rate and terms of any loan to be offered by the Vendor's designated financing company are for reference only. The actual loan amount, interest rate and terms to be offered to the Purchaser shall be subject to the independent approval of the designated financing company, and may be affected by the laws and the guidelines, announcement, memorandum, etc. (whether the same is binding on the designated financing company) issued by the Government, Hong Kong Monetary Authority, banks and relevant regulatory authorities from time to time. The Purchaser shall provide information and documents requested from the designated financing company, otherwise, the loan application shall not be processed.
6. 如正式合約因任何原因終止或取消，則提供贈品、財務優惠或利益的安排將無效。
The arrangement to provide the gifts, financial advantage or benefits shall cease to have any force or effect if the Agreement is/are terminated or cancelled for whatever reason.

(TE2) 120 日付款計劃
120 Days Payment Plan

1. 印花稅直送
Stamp Duty Express

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

如買方於要約表格選擇印花稅直送，買方可享有印花稅直送，印花稅直送的金額相等於要約表格中所指明的金額。詳情請參閱附錄 1。

Where the Purchaser selects the Stamp Duty Express in the Offer Form, the Purchaser shall be eligible for the Stamp Duty Express in an amount equal to the amount specified in the Offer Form. Please see Annex 1 for details.

2. 成交優惠
Completion Benefit

- (a) 如買方於以下列表訂明的任何期限內繳付樓價全數及完成該物業的買賣交易，可根據以下列表獲賣方送出成交優惠(『成交優惠』)。

Where the Purchaser fully pays the Purchase Price and completes the sale and purchase of the Property within any period specified in the table below, the Purchaser shall be entitled to a Completion Benefit (“Completion Benefit”) offered by the Vendor according to the table below.

完成該物業的買賣交易日期 Date of completion of the sale and purchase of the Property	成交優惠金額 Completion Benefit amount
接納書的日期後 90 日內 Within 90 days after the date of the Letter of Acceptance	樓價9% 9% of the Purchase Price
接納書的日期後 91 日至 100 日期間內 Within the period from 91 days to 100 days after the date of the Letter of Acceptance	樓價8% 8% of the Purchase Price

- (b) 買方須於其意欲完成該物業的買賣的交易日前最少30日，以書面向賣方提出申請成交優惠，賣方會於收到申請並證實有關資料無誤後將成交優惠於成交時直接用於支付部份樓價餘額。不論成交優惠的申請獲賣方批核與否，買方仍須按正式合約完成該物業的交易及向賣方繳付該物業的樓價全數。

The Purchaser shall notify the Vendor in writing to apply for the Completion Benefit at least 30 days before the intended date of completion of the sale and purchase of the Property. After the Vendor has received the application and duly verified the information to be correct, the Vendor will upon completion apply the Completion Benefit for part payment of the balance of the Purchase Price directly. Irrespective of whether or not the application for Completion Benefit is approved by the Vendor, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property to the Vendor in accordance with the Agreement.

- (c) 如上述第2(a)段中訂明的任何期限的最後一日不是工作日 (按《一手住宅物業銷售條例》第2(1)條所定義)，則該日期定為下一個工作日。

If the last day of any period as set out in the paragraph 2(a) above is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance), the said day shall fall on the next working day.

3. 特別現金回贈 Special Cash Rebate

如買方：

Where the Purchaser:

- 沒有使用第5(b)段所述的Super第二按揭貸款；及
has not utilized the Super Second Mortgage Loan as set out in paragraph 5(b); and
- 按正式合約付清樓價餘額，
settles the balance of the Purchase Price in accordance with the Agreement,

買方可獲賣方送出特別現金回贈(『特別現金回贈』)。特別現金回贈的金額相等於樓價5%。
the Purchaser shall be entitled to a Special Cash Rebate (“Special Cash Rebate”) offered by the Vendor.
The amount of the Special Cash Rebate shall be equal to 5% of the Purchase Price.

買方於付清樓價餘額之日前最少30日以書面向賣方申請特別現金回贈，賣方會於收到申請並證實有關資料無誤後將特別現金回贈直接用於支付部份樓價餘額。

The Purchaser applies to the Vendor in writing for the Special Cash Rebate at least 30 days before the date of settlement of the balance of the Purchase Price. After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the Special Cash Rebate for part payment of the balance of the Purchase Price directly.

特別現金回贈受其他條款及細則約束。

The Special Cash Rebate is subject to other terms and conditions.

4a. 人才現金回贈 Talent Cash Rebate

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

符合附錄 2 所列明的條件的買方可獲樓價 7%之現金回贈。詳情請參閱附錄 2。

The Purchaser who satisfies the conditions as set out in Annex 2 will be eligible for a cash rebate of 7% of the purchase price. Please see Annex 2 for details.

為免疑問，如買方享有第 4b 段所述的公司買家現金回贈，買方將不會享有人才現金回贈。

For the avoidance of doubt, if the Purchaser is entitled to the Corporate Buyer Cash Rebate as set out in paragraph 4b, the Purchaser shall not be entitled to the Talent Cash Rebate.

4b. 公司買家現金回贈 Corporate Buyer Cash Rebate

- 只適用於公司名義買方
only applicable to the Purchaser who is a company

符合附錄 3 所列明的條件的買方可獲樓價 5%之現金回贈。詳情請參閱附錄 3。

The Purchaser who satisfies the conditions as set out in Annex 3 will be eligible for a cash rebate of 5% of the purchase price. Please see Annex 3 for details.

為免疑問，如買方享有第 4a 段所述的人才現金回贈，買方將不會享有公司買家現金回贈。

For the avoidance of doubt, if the Purchaser is entitled to the Talent Cash Rebate as set out in paragraph 4a, the Purchaser shall not be entitled to the Corporate Buyer Cash Rebate.

5. 貸款優惠 Loan Benefits

買方可向賣方的指定財務機構申請以下其中一項貸款優惠：

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

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

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

備用第一按揭貸款的最高金額為淨樓價的 75%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附錄4(a)。

The maximum amount of the Standby First Mortgage Loan shall be 75% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. Please see Annex 4(a) for details.

(b) Super第二按揭貸款 Super Second Mortgage Loan

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

Super第二按揭貸款的最高金額為淨樓價的20%，惟第一按揭貸款(由第一按揭銀行提供)及Super第二按揭貸款總金額不可超過淨樓價的75%，或應繳付之樓價餘額，以較低者為準。詳情請參閱附錄4(b)。

The maximum amount of the Super Second Mortgage Loan shall be 20% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Super Second Mortgage Loan shall not exceed 75% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. Please see Annex 4(b) for details.

如買方使用Super第二按揭貸款，買方將不會享有第3段所述的特別現金回贈。

If the Purchaser has utilized the Super Second Mortgage Loan, then the Purchaser shall not be entitled to the Special Cash Rebate as set out in paragraph 3.

(c) Regency 120s Regency 120s

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

Regency 120s分為兩部份：A 部份(用於繳付樓價餘額)的最高貸款金額為樓價90%及(如適用)B部份(用於償還現有物業的按揭貸款)的最高貸款金額為樓價30%。詳情請參閱附錄4(c)。

Regency 120s is divided into two tranches: the maximum loan amount of Tranche A (for payment of the balance of the Purchase Price) shall be 90% of the Purchase Price and (if

applicable) the maximum loan amount of Tranche B (for repayment of the mortgage loan of the Existing Property) shall be 30% of the Purchase Price. Please see Annex 4(c) for details.

上文『淨樓價』一詞指樓價扣除第1段所述的印花稅直送(如有)、第2段所述的成交優惠(如有)、第3段所述的特別現金回贈(如有)、第4a段所述的人才現金回贈(如有)及第4b段所述的公司買家現金回贈(如有)後的金額。

The term “Net Purchase Price” above means the amount of the Purchase Price after deducting the Stamp Duty Express (if any) as set out in paragraph 1, the Completion Benefit (if any) as set out in paragraph 2, the Special Cash Rebate (if any) as set out in paragraph 3, the Talent Cash Rebate (if any) as set out in paragraph 4a and the Corporate Buyer Cash Rebate (if any) as set out in paragraph 4b.

6. 首 3 年保修優惠

First 3 Years Warranty Offer

在不影響買方於正式合約下之權利的前提下，凡該物業有欠妥之處，買方可於該物業的成交日起計 3 年內向賣方發出書面通知，賣方須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。

Without affecting the Purchaser's rights under the Agreement, the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of completion of sale and purchase of the Property rectify any defects to the Property.

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

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

首 3 年保修優惠受其他條款及細則約束。

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

(TD5) 360 日特別付款計劃
360 Days Special Payment Plan

1. 印花稅直送
Stamp Duty Express

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

如買方於要約表格選擇印花稅直送，買方可享有印花稅直送，印花稅直送的金額相等於要約表格中所指明的金額。詳情請參閱附錄 1。

Where the Purchaser selects the Stamp Duty Express in the Offer Form, the Purchaser shall be eligible for the Stamp Duty Express in an amount equal to the amount specified in the Offer Form. Please see Annex 1 for details.

2. 貸款優惠
Loan Benefits

買方可向賣方的指定財務機構申請以下其中一項貸款優惠：

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

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

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

備用第一按揭貸款的最高金額為淨樓價的 75%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附錄4(a)。

The maximum amount of the Standby First Mortgage Loan shall be 75% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. Please see Annex 4(a) for details.

(b) Regency 120s
Regency 120s

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

Regency 120s分為兩部份：A 部份(用於繳付樓價餘額)的最高貸款金額為樓價90%及(如適用)B部份(用於償還現有物業的按揭貸款)的最高貸款金額為樓價30%。詳情請參閱附錄4(c)。

Regency 120s is divided into two tranches: the maximum loan amount of Tranche A (for payment of the balance of the Purchase Price) shall be 90% of the Purchase Price and (if applicable) the maximum loan amount of Tranche B (for repayment of the mortgage loan of the Existing Property) shall be 30% of the Purchase Price. Please see Annex 4(c) for details.

上文『淨樓價』一詞指樓價扣除第1段所述的印花稅直送 (如有)後的金額。

The term “Net Purchase Price” above means the amount of the Purchase Price after deducting the Stamp Duty Express (if any) as set out in paragraph 1.

3. 首 3 年保修優惠

First 3 Years Warranty Offer

在不影響買方於正式合約下之權利的前提下，凡該物業有欠妥之處，該物業的成交日起計 3 年內向賣方發出書面通知，賣方須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。

Without affecting the Purchaser's rights under the Agreement, the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of completion of sale and purchase of the Property rectify any defects to the Property.

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

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

首 3 年保修優惠受其他條款及細則約束。

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

(TF1) Regency 靈活付款計劃
Regency Flexible Payment Plan

1. 印花稅直送
Stamp Duty Express

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

如買方於要約表格選擇印花稅直送，買方可享有印花稅直送，印花稅直送的金額相等於要約表格中所指明的金額。詳情請參閱附錄 1。

Where the Purchaser selects the Stamp Duty Express in the Offer Form, the Purchaser shall be eligible for the Stamp Duty Express in an amount equal to the amount specified in the Offer Form. Please see Annex 1 for details.

2. 成交優惠
Completion Benefit

- (a) 如買方於以下列表訂明的任何期限內繳付樓價全數及完成該物業的買賣交易，可根據以下列表獲賣方送出成交優惠(『成交優惠』)。

Where the Purchaser fully pays the Purchase Price and completes the sale and purchase of the Property within any period specified in the table below, the Purchaser shall be entitled to a Completion Benefit (“Completion Benefit”) offered by the Vendor according to the table below.

完成該物業的買賣交易日期 Date of completion of the sale and purchase of the Property	成交優惠金額 Completion Benefit amount
接納書的日期後 90 日內 Within 90 days after the date of the Letter of Acceptance	樓價10% 10% of the Purchase Price
接納書的日期後 91 日至 100 日期間內 Within the period from 91 days to 100 days after the date of the Letter of Acceptance	樓價9% 9% of the Purchase Price
接納書的日期後 101 日至 150 日期間內 Within the period from 101 days to 150 days after the date of the Letter of Acceptance	樓價8% 8% of the Purchase Price
接納書的日期後 151 日至 240 日期間內 Within the period from 151 days to 240 days after the date of the Letter of Acceptance	樓價7% 7% of the Purchase Price

- (b) 買方須於其意欲完成該物業的買賣的交易日前最少30日，以書面向賣方提出申請成交優惠，賣方會於收到申請並證實有關資料無誤後將成交優惠於成交時直接用於支付部份樓價餘額。不論成交優惠的申請獲賣方批核與否，買方仍須按正式合約完成該物業的交易及向賣方繳付該物業的樓價全數。

The Purchaser shall notify the Vendor in writing to apply for the Completion Benefit at least 30 days before the intended date of completion of the sale and purchase of the Property. After the Vendor has received the application and duly verified the information to be correct, the Vendor will upon completion apply the Completion Benefit for part payment of the balance of the Purchase Price directly. Irrespective of whether or not the application for Completion Benefit is approved by the Vendor, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property to the Vendor in accordance with the Agreement.

- (c) 如上述第2(a)段中訂明的任何期限的最後一日不是工作日 (按《一手住宅物業銷售條例》第2(1)條所定義)，則該日期定為下一個工作日。

If the last day of any period as set out in the paragraph 2(a) above is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance), the said day shall fall on the next working day.

3. 特別現金回贈 Special Cash Rebate

如買方：

Where the Purchaser:

- 沒有使用第6(b)段所述的Super第二按揭貸款；及
has not utilized the Super Second Mortgage Loan as set out in paragraph 6(b); and
- 按正式合約付清樓價餘額，
settles the balance of the Purchase Price in accordance with the Agreement,

買方可獲賣方送出特別現金回贈(『特別現金回贈』)。特別現金回贈的金額相等於樓價5%。
the Purchaser shall be entitled to a Special Cash Rebate (“Special Cash Rebate”) offered by the Vendor.
The amount of the Special Cash Rebate shall be equal to 5% of the Purchase Price.

買方於付清樓價餘額之日前最少30日以書面向賣方申請特別現金回贈，賣方會於收到申請並證實有關資料無誤後將特別現金回贈直接用於支付部份樓價餘額。

The Purchaser applies to the Vendor in writing for the Special Cash Rebate at least 30 days before the date of settlement of the balance of the Purchase Price. After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the Special Cash Rebate for part payment of the balance of the Purchase Price directly.

特別現金回贈受其他條款及細則約束。

The Special Cash Rebate is subject to other terms and conditions.

4a. 人才現金回贈 Talent Cash Rebate

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

符合附錄 2 所列明的條件的買方可獲樓價 7%之現金回贈。詳情請參閱附錄 2。

The Purchaser who satisfies the conditions as set out in Annex 2 will be eligible for a cash rebate of 7% of the purchase price. Please see Annex 2 for details.

為免疑問，如買方享有第 4b 段所述的公司買家現金回贈，買方將不會享有人才現金回贈。

For the avoidance of doubt, if the Purchaser is entitled to the Corporate Buyer Cash Rebate as set out in paragraph 4b, the Purchaser shall not be entitled to the Talent Cash Rebate.

4b. 公司買家現金回贈 Corporate Buyer Cash Rebate

- 只適用於公司名義買方
only applicable to the Purchaser who is a company

符合附錄 3 所列明的條件的買方可獲樓價 5%之現金回贈。詳情請參閱附錄 3。

The Purchaser who satisfies the conditions as set out in Annex 3 will be eligible for a cash rebate of 5% of the purchase price. Please see Annex 3 for details.

為免疑問，如買方享有第 4a 段所述的人才現金回贈，買方將不會享有公司買家現金回贈。

For the avoidance of doubt, if the Purchaser is entitled to the Talent Cash Rebate as set out in paragraph 4a, the Purchaser shall not be entitled to the Corporate Buyer Cash Rebate.

5. **Regency Smart 現金回贈** **Regency Smart Cash Rebate**

如買方：

Where the Purchaser:

- 於2024年12月31日或之前簽署要約表格購買該物業；及
signs the Offer Form to purchase the Property on or before 31 December 2024; and
- 按正式合約付清樓價餘額，
settles the balance of the Purchase Price in accordance with the Agreement,

買方可獲賣方送出Regency Smart現金回贈(『Regency Smart現金回贈』)。Regency Smart現金回贈的金額相等於樓價6%。

the Purchaser shall be entitled to a Regency Smart Cash Rebate (“Regency Smart Cash Rebate”) offered by the Vendor. The amount of the Regency Smart Cash Rebate shall be equal to 6% of the Purchase Price.

買方於付清樓價餘額之日前最少30日以書面向賣方申請Regency Smart現金回贈，賣方會於收到申請並證實有關資料無誤後將Regency Smart現金回贈直接用於支付部份樓價餘額。

The Purchaser applies to the Vendor in writing for the Regency Smart Cash Rebate at least 30 days before the date of settlement of the balance of the Purchase Price. After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the Regency Smart Cash Rebate for part payment of the balance of the Purchase Price directly.

Regency Smart現金回贈受其他條款及細則約束。

The Regency Smart Cash Rebate is subject to other terms and conditions.

6. **貸款優惠** **Loan Benefits**

買方可向賣方的指定財務機構申請以下其中一項貸款優惠：

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

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

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

備用第一按揭貸款的最高金額為淨樓價的 75%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附錄4(a)。

The maximum amount of the Standby First Mortgage Loan shall be 75% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. Please see Annex 4(a) for details.

(b) Super第二按揭貸款
Super Second Mortgage Loan

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

Super第二按揭貸款的最高金額為淨樓價的20%，惟第一按揭貸款(由第一按揭銀行提供)及Super第二按揭貸款總金額不可超過淨樓價的75%，或應繳付之樓價餘額，以較低者為準。詳情請參閱附錄4(b)。

The maximum amount of the Super Second Mortgage Loan shall be 20% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Super Second Mortgage Loan shall not exceed 75% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. Please see Annex 4(b) for details.

如買方使用Super第二按揭貸款，買方將不會享有第3段所述的特別現金回贈。

If the Purchaser has utilized the Super Second Mortgage Loan, then the Purchaser shall not be entitled to the Special Cash Rebate as set out in paragraph 3.

(c) Regency 120s
Regency 120s

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

Regency 120s分為兩部份：A 部份(用於繳付樓價餘額)的最高貸款金額為樓價90%及(如適用)B部份(用於償還現有物業的按揭貸款)的最高貸款金額為樓價30%。詳情請參閱附錄4(c)。

Regency 120s is divided into two tranches: the maximum loan amount of Tranche A (for payment of the balance of the Purchase Price) shall be 90% of the Purchase Price and (if applicable) the maximum loan amount of Tranche B (for repayment of the mortgage loan of the Existing Property) shall be 30% of the Purchase Price. Please see Annex 4(c) for details.

上文『淨樓價』一詞指樓價扣除第1段所述的印花稅直送(如有)、第2段所述的成交優惠(如有)、第3段所述的特別現金回贈(如有)、第4a段所述的人才現金回贈(如有)、第4b段所述的公司買家現金回贈(如有)及第5段所述的Regency Smart現金回贈(如有)後的金額。

The term “Net Purchase Price” above means the amount of the Purchase Price after deducting the Stamp Duty Express (if any) as set out in paragraph 1, the Completion Benefit (if any) as set out in paragraph 2, the Special Cash Rebate (if any) as set out in paragraph 3, the Talent Cash Rebate (if any) as set out in paragraph 4a, the Corporate Buyer Cash Rebate (if any) as set out in paragraph 4b and the Regency Smart Cash Rebate (if any) as set out in paragraph 5.

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

在不影響買方於正式合約下之權利的前提下，凡該物業有欠妥之處，該物業的成交日起計 3 年內向賣方發出書面通知，賣方須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。

Without affecting the Purchaser's rights under the Agreement, the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of completion of sale and purchase of the Property rectify any defects to the Property.

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

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

首 3 年保修優惠受其他條款及細則約束。

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

附錄 1 印花稅直送
Annex 1 Stamp Duty Express

- 只適用於個人名義買方；及
only applicable to the Purchaser who is an individual; and
 - 只適用於在要約表格選擇印花稅直送的買方
only applicable to the Purchaser who selects the Stamp Duty Express in the Offer Form
- (I) 在買方按正式合約付清樓價(包括臨時訂金、加付訂金、部分付款及樓價餘額)的情況下，買方可享有印花稅直送(『印花稅直送』)。賣方將應用印花稅直送直接代買方繳付正式合約的應繳的從價印花稅(「AVD」)(或其部份)。買方仍須負上繳付AVD的主要責任，及須負責繳付實際AVD的金額與印花稅直送的金額之間的差額(如有)、加蓋買賣合約副本及(如印花稅條例要求)臨時買賣合約的定額費用。
- Subject to the settlement of the Purchase Price (including preliminary deposit, further deposit, part payment(s) and balance of Purchase Price) in accordance with the Agreement, the Purchaser shall be eligible for the Stamp Duty Express ("Stamp Duty Express"). The Stamp Duty Express will be applied by the Vendor directly for payment (or part payment) of the ad valorem stamp duty chargeable on the Agreement ("AVD") on behalf of the Purchaser. The Purchaser shall remain primarily liable for payment of the AVD, and shall be responsible for payment of the difference (if any) between the actual amount of AVD and the amount of the Stamp Duty Express, the fixed fee for stamping a counterpart of agreement for sale and purchase and (where required by the Stamp Duty Ordinance) the preliminary agreement for sale and purchase.
- (II) 在賣方首次應用印花稅直送繳付AVD(或其部份)後：
After the Stamp Duty Express has been applied for payment (or part payment) of the AVD by the Vendor for the first time:
- 如印花稅直送的金額大於AVD的金額，在買方按正式合約付清樓價餘額的情況下，賣方會將印花稅直送的剩餘金額(作為現金回贈)直接用於支付住宅物業的部份樓價餘額。
If the amount of the Stamp Duty Express exceeds the amount of the AVD, subject to settlement of the balance of the Purchase Price in accordance with the agreement for sale and purchase, the Vendor will apply the remaining amount of the Stamp Duty Express (as a cash rebate) for part payment of the balance of the Purchase Price of the residential property directly.
 - 賣方在繳付或應用印花稅直送後，賣方對買方關於此優惠的責任將完結。即使樓價日後有更改(不論是否因買方日後申請更改支付辦法獲得賣方同意或其他原因)，印花稅直送的金額不會因樓價更改而調整，賣方亦無須向買方代繳任何進一步的印花稅。
After the Vendor has paid or applied the Stamp Duty Express as aforesaid, the Vendor's obligation to the Purchaser under this benefit will be discharged. Even if there is a change in the Purchase Price in the future (whether due to the Purchaser's application to change the terms of payment which has been approved by the Vendor or other reason), the amount of the Stamp Duty Express will not be adjusted as a result of the change in the Purchase Price and the Vendor is no longer required to pay any additional stamp duty for the Purchaser.
- (III) 如買方沒有按正式合約完成購買住宅物業，印花稅直送的全額將須退還給賣方。
If the Purchaser does not complete the purchase of the residential property in accordance with the agreement for sale and purchase, the full amount of the Stamp Duty Express shall be refunded to the Vendor.
- (IV) 若有爭議，賣方的決定為最終決定並對買方具有約束力。
In case of dispute, the Vendor's determination shall be final and binding on the Purchaser.

(V) 印花稅直送受其他條款及細則約束。

The Stamp Duty Express is subject to other terms and conditions.

- 只適用於選擇(TE2)120日付款計劃及(TF1)Regency 靈活付款計劃的買方；及
only applicable to the Purchaser who selects (TE2) 120 Days Payment Plan and (TF1) Regency Flexible Payment Plan; and
 - 只適用於個人名義買方
only applicable to the Purchaser who is an individual
- (I) 如買方(或買方其中一位)或買方的親屬(即配偶、父母、子女、兄弟、姊妹或其他親屬)(或買方其中一位的親屬)符合以下條件，在按正式合約付清樓價餘額的情況下，買方可獲人才現金回贈(『人才現金回贈』)：
- If the Purchaser (or any one of the Purchasers) or or a relative (i.e. spouse, parents, children, brothers or sisters or other relatives) of the Purchaser (or a relative of any one of the Purchasers) meets the following condition, subject to settlement of the balance of the purchase price in accordance with the Agreement, the Purchaser shall be entitled to a Talent Cash Rebate (“Talent Cash Rebate”):-
- 持有證書、文憑、副學士學位、學士學位或以上學歷。
Holder of a certificate, diploma, associate degree, bachelor's degree or above qualification.
- (II) 人才現金回贈金額相等於樓價7%。
The amount of the Talent Cash Rebate shall be equal to 7% of the Purchase Price.
- (III) 為免疑問，就該物業只可獲一次人才現金回贈。
For the avoidance of doubt, the Property shall only be entitled to the Talent Cash Rebate once.
- (IV) 買方於付清樓價餘額之日前最少30日，以書面向賣方申請人才現金回贈，並須提供有關的證書及(如適用)令至賣方滿意的書面文件以証明上述第(I)段所述之『親屬』關係。賣方會於收到申請並證實有關資料無誤後將人才現金回贈直接用於支付該物業的部份樓價餘額。
The Purchaser applies to the Vendor in writing for the Talent Cash Rebate at least 30 days before the date of settlement of the balance of the Purchase Price, and provide the relevant certificate and satisfactory documentary evidence to prove the “relative” relationship as mentioned in paragraph (I) above. After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the Talent Cash Rebate for part payment of the balance of the Purchase Price of the Property directly.
- (V) 人才現金回贈受其他條款及細則約束。
The Talent Cash Rebate is subject to other terms and conditions.

附錄 3 公司買家現金回贈
Annex 3 Corporate Buyer Cash Rebate

- 只適用於選擇(TE2)120日付款計劃及(TF1)Regency 靈活付款計劃的買方；及
only applicable to the Purchaser who selects (TE2) 120 Days Payment Plan and (TF1) Regency Flexible Payment Plan; and
 - 只適用於公司名義買方
only applicable to the Purchaser who is a company
- (I) 如買方為公司，在按正式合約付清樓價餘額的情況下，買方可獲公司買家現金回贈(『公司買家現金回贈』)。
- If the Purchaser is a company, subject to settlement of the balance of the purchase price in accordance with the Agreement, the Purchaser shall be entitled to a Corporate Buyer Cash Rebate (“Corporate Buyer Cash Rebate”).
- (II) 公司買家現金回贈金額相等於樓價5%。
- The amount of the Corporate Buyer Cash Rebate shall be equal to 5% of the Purchase Price.
- (III) 為免疑問，就該物業只可獲一次公司買家現金回贈。
- For the avoidance of doubt, the Property shall only be entitled to the Corporate Buyer Cash Rebate once.
- (IV) 買方於付清樓價餘額之日前最少30日，以書面向賣方申請公司買家現金回贈。賣方會於收到申請並證實有關資料無誤後將公司買家現金回贈直接用於支付該物業的部份樓價餘額。
- The Purchaser applies to the Vendor in writing for the Corporate Buyer Cash Rebate at least 30 days before the date of settlement of the balance of the Purchase Price. After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the Corporate Buyer Cash Rebate for part payment of the balance of the Purchase Price of the Property directly.
- (V) 公司買家現金回贈受其他條款及細則約束。
- The Corporate Buyer Cash Rebate is subject to other terms and conditions.

附錄 4(a) 備用第一按揭貸款
Annex 4(a) Standby First Mortgage Loan

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

賣方的指定財務機構(『指定財務機構』)提供備用第一按揭貸款(『第一按揭貸款』)之主要條款如下:
The key terms of a Standby First Mortgage Loan (“First Mortgage Loan”) offered by the Vendor’s designated financing company (“designated financing company”) are as follows:

- (I) 買方於付清樓價餘額之日前最少60日以書面向指定財務機構申請第一按揭貸款。指定財務機構將不會處理逾期貸款申請。

The Purchaser makes a written application to the designated financing company for a First Mortgage Loan not less than 60 days before the date of settlement of the balance of the Purchase Price. Late loan application will not be processed by the designated financing company.

- (II) 第一按揭貸款的最高金額為有關付款計劃所述之淨樓價的75%，惟貸款金額不可超過應繳付之樓價餘額。

The maximum amount of the First Mortgage Loan shall be 75% of the Net Purchase Price as mentioned in the relevant payment plan, provided that the loan amount shall not exceed the balance of Purchase Price payable.

- (III) 首36個月之利率為：

Interest rate for the first 36 months shall be:

- (如第一按揭貸款的金額不超過淨樓價的60%)香港上海滙豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減2% p.a.；或

(If the amount of the First Mortgage Loan does not exceed 60% of the Net Purchase Price) Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited (“Hong Kong Dollar Best Lending Rate”) minus 2% p.a.; or

- (如第一按揭貸款的金額超過淨樓價的60%，但不超過淨樓價的75%)港元最優惠利率減1.75% p.a.，

(If the amount of the First Mortgage Loan exceeds 60% of the Net Purchase Price, but does not exceed 75% of the Net Purchase Price) Hong Kong Dollar Best Lending Rate minus 1.75% p.a.,

其後之利率為港元最優惠利率加1% p.a.，利率浮動。最終利率以指定財務機構認可而定。

thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.

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

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

- (V) 第一按揭貸款以該物業之第一法定按揭作抵押。

The First Mortgage Loan shall be secured by a first legal mortgage over the Property.

(只適用於買方為香港註冊成立的有限公司及其所有股東及董事均為個人)

買方於接納書的日期的所有股東和所有董事，必須成為第一按揭貸款的擔保人。

(Only applicable to the Purchaser who is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))

All shareholder(s) and all director(s) of the Purchaser as at the date of the Letter of Acceptance, shall be the guarantor(s) for the First Mortgage Loan.

(VI) 該物業只可供買方自住。

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

(VII) 第一按揭貸款年期最長為25年。

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

(VIII) 買方須以按月分期償還第一按揭貸款。

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

(IX) 全數或部分償還不徵收提前償還罰款，但須於一個月以前以書面提前通知指定財務機構。每次部分償還必須不少於港幣\$100,000。

No prepayment penalty for full repayment or partial prepayment is levied, but 1 month's prior written notice to the designated financing company is required. Each partial prepayment shall be at least HK\$100,000.

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

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

(XI) 每月(所有種類)供款總額不可高於每月收入總額的50%。

The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income.

(XII) 第一按揭貸款申請須由指定財務機構獨立審批。

The First Mortgage Loan application shall be approved by the designated financing company independently.

(XIII) 買方須就申請第一按揭貸款支付港幣\$5,000不可退還的申請手續費。

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

(XIV) 所有第一按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第一按揭貸款的律師費用及代墊付費用。

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

- (XV) 買方敬請向指定財務機構查詢有關第一按揭貸款用途及詳情。第一按揭貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。

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

- (XVI) 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.

- (XVII) 賣方無給予或視之為已給予任何就第一按揭貸款之安排及批核的陳述或保證。

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

附錄 4(b) Super 第二按揭貸款
Annex 4(b) Super Second Mortgage Loan

- 只適用於選擇(TE2)120日付款計劃及(TF1)Regency 靈活付款計劃的買方；及
only applicable to the Purchaser who selects (TE2) 120 Days Payment Plan and (TF1) Regency Flexible Payment Plan; and
- 只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人
only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)

注意：如買方使用Super第二按揭貸款，買方將不會享有特別現金回贈。

Note: If the Purchaser has utilized the Super Second Mortgage Loan, then the Purchaser shall not be entitled to the Special Cash Rebate.

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

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

- (I) 買方於付清樓價餘額之日前最少60日以書面向指定財務機構申請第二按揭貸款。指定財務機構將不會處理逾期貸款申請。
The Purchaser makes a written application to the designated financing company for a Second Mortgage Loan not less than 60 days before the date of settlement of the balance of the Purchase Price. Late loan application will not be processed by the designated financing company.
- (II) 第二按揭貸款的最高金額為有關付款計劃所述之淨樓價的20%，惟第一按揭貸款(由第一按揭銀行提供)及第二按揭貸款總金額不可超過淨樓價的75%，或應繳付之樓價餘額，以較低者為準。
The maximum amount of the Second Mortgage Loan shall be 20% of the Net Purchase Price as mentioned in the relevant payment plan, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall not exceed 75% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower.
- (III) 首36個月之利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)率減2.75% p.a.，其後之利率為港元最優惠利率加1% p.a.，利率浮動。最終利率以指定財務機構認可而定。
Interest rate for the first 36 months shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited (“Hong Kong Dollar Best Lending Rate”) minus 2.75% p.a., thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
- (IV) 第二按揭貸款以該物業之第二法定按揭作抵押。
The Second Mortgage Loan shall be secured by a second legal mortgage over the Property.

(只適用於買方為香港註冊成立的有限公司及其所有股東及董事均為個人)

(Only applicable to the Purchaser who is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))

買方於接納書的日期的所有股東和所有董事，必須成為第二按揭貸款的擔保人。

All shareholder(s) and all director(s) of the Purchaser as at the date of the Letter of Acceptance shall be the guarantor(s) for the Second Mortgage Loan.

- (V) 該物業只可供買方自住。
The Property shall only be self-occupied by the Purchaser.
- (VI) 第二按揭貸款年期最長為25年，或第一按揭貸款(由第一按揭銀行提供)之年期，以較短者為準。
The maximum tenor of Second Mortgage Loan shall be 25 years or the tenor of first mortgage loan (offered by the first mortgagee bank), whichever is shorter.
- (VII) 買方須以按月分期償還第二按揭貸款。
The Purchaser shall repay the Second Mortgage Loan by monthly instalments.
- (VIII) 全數或部分償還不徵收提前償還罰款，但須於一個月以前以書面提前通知指定財務機構。每次部分償還必須不少於港幣\$100,000。
No prepayment penalty for full repayment or partial prepayment is levied, but 1 month's prior written notice to the designated financing company is required. Each partial prepayment shall be at least HK\$100,000.
- (IX) 買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估。買方及其擔保人(如有)必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。
The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note for the last 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any). The Purchaser and his/her/its guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.
- (X) 每月(所有種類)供款總額不可高於每月收入總額的50%。
The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income.
- (XI) 第一按揭銀行須為指定財務機構所指定及轉介之銀行(『第一按揭銀行』)，買方並且須首先得到第一按揭銀行同意辦理第二按揭貸款。請注意，第一按揭銀行已原則上同意指定財務機構可在銀行信貸評估的基礎上向買方提供第二按揭貸款，並將第二按揭貸款的條款納入銀行的按揭審批考慮。
The first mortgagee bank ("the First Mortgagee Bank") shall be nominated and referred by the designated financing company and the Purchaser shall obtain prior consent from the First Mortgagee Bank to apply for the Second Mortgage Loan. Please note that the First Mortgagee Bank has agreed in principle that the designated financing company may offer the Second Mortgage Loan to the Purchaser subject to bank's credit assessment, and will take into account the terms of the Second Mortgage Loan in accordance with bank's credit approval.
- (XII) 第一按揭貸款申請(由第一按揭銀行提供)及第二按揭貸款申請須由有關承按機構獨立審批。
The first mortgage loan application (offered by the first mortgagee bank) and the Second Mortgage Loan application shall be approved by the relevant mortgagees independently.
- (XIII) 所有第二按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第二按揭貸款的律師費用及代墊付費用。

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

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

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

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

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

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

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

- (XVII) 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.

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

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

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

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

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

買方可向賣方的指定財務機構(『指定財務機構』)申請Regency 120s(『樓價貸款』)，主要條款如下：
The Purchaser can apply to the Vendor's designated financing company ("designated financing company") for the Regency 120s ("Payment Financing"). Key terms are as follows:

- (I) 買方於付清樓價餘額之日前最少60日以書面向指定財務機構申請樓價貸款。指定財務機構將不會處理逾期貸款申請。

The Purchaser makes a written application to the designated financing company for a Payment Financing not less than 60 days before date of settlement of the balance of the Purchase Price. Late loan application will not be processed by the designated financing company.

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

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

- 現有物業的註冊業主(或其中一位註冊業主)必須為買方(或買方其中一位)或買方的至親(即配偶、父母(或配偶的父母)、子女、兄弟、姊妹、祖父母、外祖父母、孫、孫女、外孫或外孫女)或買方其中一位的至親；及

The registered owner of the Existing Property (or any one of the registered owners) must be the Purchaser (or any one of the Purchasers) or a connected family member (i.e. spouse, parents (or spouse's parents), children, brothers, sisters, grandparents or grandchildren) of the Purchaser or a connected family member of any one of the Purchasers; and

- 現有物業的業權良好；及
The title to the Existing Property is good; and

- 現有物業沒有出租；及
The Existing Property is not leased out; and

- 現有物業沒有銀行按揭以外的其他按揭或產權負擔；及
The Existing Property is not subject to any mortgage or incumbrance other than bank mortgage; and

- 現有物業不屬於村屋、1980年前發出入伙紙的單幢式住宅物業、有轉讓限制的物業或非屋苑式的離島物業等；及

The Existing Property is not a village-type house, residential property in a single block with an Occupation Permit issued before 1980, property which is subject to alienation restrictions and non-estate-type property situated on the outlying islands, etc.; and

- 現有物業的價值必須符合以下要求：
The value of the Existing Property must satisfy the following requirement:

於申請樓價貸款時，現有物業的按揭情況：	指定財務機構估算現有物業的價值 The designated financing company's valuation of the Existing Property
---------------------	--

The mortgage status of the Existing Property at the time of application for the Payment Financing:	
沒有任何按揭 does not have any mortgage	不低於該物業之樓價的60%(或總樓價的60%，如購買兩個或以上住宅物業) not less than 60% of the Purchase Price of the Property (or 60% of the total Purchase Price, if two or above residential properties are purchased).
有銀行按揭 mortgaged to a bank	不低於該物業之樓價的80%(或總樓價的80%，如購買兩個或以上住宅物業) not less than 80% of the Purchase Price of the Property (or 80% of the total Purchase Price, if two or above residential properties are purchased).

儘管符合上述要求，指定財務機構保留權利不接受現有物業作為抵押品。

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

(III) 樓價貸款的最高金額為：

The maximum amount of Payment Financing shall be:

部份 Tranche	樓價貸款的最高金額 The maximum amount of Payment Financing
A 部份：用於繳付樓價餘額 Tranche A: for payment of the balance of the Purchase Price	- 樓價的80%及扣除所有賣方將提供用以支付樓價餘額部份的現金回贈(如有)後的金額(如現有物業的估算價值為樓價60%或以上，但少於樓價70%)；或 80% of the Purchase Price less all cash rebate(s) (if any) that will be offered by the Vendor for part payment of the balance of Purchase Price (if the valuation of the Existing Property is 60% of the Purchase Price or above, but less than 70% of the Purchase Price); or - 樓價的90%及扣除所有賣方將提供用以支付樓價餘額部份的現金回贈(如有)後的金額(如現有物業的估算價值為樓價70%或以上) 90% of the Purchase Price less all cash rebate(s) (if any) that will be offered by the Vendor for part payment of the balance of Purchase Price (if the valuation of the Existing Property is 70% of the Purchase Price or above) 惟貸款金額不可超過應繳付之樓價餘額。 provided that the loan amount shall not exceed the balance of Purchase Price payable.

B 部份(如適用)：用於償還現有物業的按揭貸款 Tranche B (if applicable): for repayment of the mortgage loan of the Existing Property	- 樓價的10%(如現有物業的估算價值為樓價80%或以上，但少於樓價90%)；或 10% of the Purchase Price (if the valuation of the Existing Property is 80% of the Purchase Price or above, but less than 90% of the Purchase Price) ; or - 樓價的20%(如現有物業的估算價值為樓價90%或以上，但少於樓價100%)；或 20% of the Purchase Price (if the valuation of the Existing Property is 90% of the Purchase Price or above, but less than 100% of the Purchase Price) ; or - 樓價的30%(如現有物業的估算價值為樓價100%或以上)， 30% of the Purchase Price (if the valuation of the Existing Property is 100% of the Purchase Price or above), 惟貸款金額不可超過現有物業的按揭貸款餘額。 provided that the loan amount shall not exceed the balance of the mortgage loan of the Existing Property.
--	--

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

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

(IV) 該物業只可供買方自住。

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

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

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

(VI) 買方須提供足夠文件證明其還款能力(包括每月供款及到期還款)。

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

(VII) 樓價貸款申請須由指定財務機構獨立審批。

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

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

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

- (IX) 樓價貸款的年期最長為3年。
The maximum tenor of the Payment Financing shall be 3 years.
- (X) 利率為3.68% p.a.。最終利率以指定財務機構審批結果而定。
Interest rate shall be 3.68% p.a.. The final interest rate will be subject to approval by the designated financing company.
- (XI) 買方須以以下方式償還樓價貸款：
The Purchaser shall repay the Payment Financing in the following manner:
- (a) 每月供款相當於樓價0.5%，先用於支付利息，餘款用於償還樓價貸款的貸款A部份；
及
monthly installment amount equivalent to 0.5% of the Purchase Price shall be paid for interest firstly, and the balance shall be applied for repayment of the Tranche A of the Payment Financing; and
- (b) 於到期日，全數償還樓價貸款餘款及利息。
fully repay the balance of the Payment Financing and interest on the maturity date.
- (XII) 全數或部分償還不徵收提前償還罰款。
No prepayment penalty for full repayment or partial prepayment is levied.
- (XIII) 買方可向指定財務機構申請附錄4(d)所述的延續貸款，於樓價貸款到期日用以償還樓價貸款的貸款A部份。延續貸款的最高金額為：
The Purchaser may apply to the designated financing company for the Extended Loan as set out in Annex 4(d) for repayment of the Tranche A of the Payment Financing upon the maturity date of the Payment Financing. The maximum amount of the Extended Loan shall be:

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

指定財務機構會因應買方及其擔保人(如有)的信貸評估結果，對貸款金額作出調整。詳情請參閱附錄 4(d)。

The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her guarantor (if any). Please see Annex 4(d) for details.

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

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

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

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

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

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

- (XVII) 此貸款受其他條款及細則約束。

This loan is subject to other terms and conditions.

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

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

附錄 4(d) 延續貸款
Annex 4(d) Extended Loan

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

- (I) 買方於有關貸款(指附錄 4(c)所述之 Regency 120s)的到期日前最少 60 日以書面方式向指定財務機構申請延續貸款 (『延續貸款』)。指定財務機構將不會處理逾期貸款申請。
The Purchaser makes a written application to the designated financing company for the Extended Loan (“Extended Loan”) not less than 60 days before the maturity date of the relevant loan (refer to Regency 120s as set out in Annex 4(c)). Late loan application will not be processed by the designated financing company.
- (II) 延續貸款的最高金額請參閱附錄 4(c)。
The maximum amount of the Extended Loan shall be as mentioned in Annex 4(c).
- (III) 延續貸款必須以有關貸款申請時所要求的第一法定按揭作為抵押。
The Extended Loan shall be secured by the first legal mortgage(s) as per the requirement at the time of application for the relevant loan.
- (IV) 該物業只可供買方自住。
The Property shall only be self-occupied by the Purchaser.
- (V) 買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近 2 年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估。買方及其擔保人(如有)必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。
The Purchaser and his/her guarantor (if any) shall provide sufficient documents to prove his/her repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Notes of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her guarantor (if any). The Purchaser and his/her guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.
- (VI) 每月(所有種類)供款總額不可高於每月收入總額的 50%。
The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income.
- (VII) 延續貸款申請須由指定財務機構獨立審批。
The Extended Loan application shall be approved by the designated financing company independently.
- (VIII) 延續貸款必須一次過全部提取，並只可用於償還有關貸款餘款。
The Extended Loan shall be fully drawn in one lump sum and shall only be applied for repayment of the balance of the relevant loan.
- (IX) 延續貸款年期最長為 20 年。
The maximum tenor of the Extended Loan shall be 20 years.
- (X) 利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率加 1% p.a.，利率浮動。最終利率以指定財務機構審批結果而定。

Interest rate shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.

- (XI) 買方須以按月分期償還延續貸款。

The Purchaser shall repay the Extended Loan by monthly instalments.

- (XII) 全數或部分償還不徵收提前償還罰款，但須於一個月前以書面提前通知指定財務機構。每次部分償還必須不少於港幣\$100,000。

No prepayment penalty for full repayment or partial prepayment is levied, but 1 month's prior written notice to the designated financing company is required. Each partial prepayment shall be at least HK\$100,000.

- (XIII) 所有延續貸款的法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及代墊付費用。

買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關延續貸款的律師費用及代墊付費用。

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

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

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

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

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

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

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

- (XVII) 延續貸款受其他條款及細則約束。

The Extended Loan is subject to other terms and conditions.

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

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

*[End of List of gifts, financial advantage or benefit]
[贈品、財務優惠或利益的列表完]*

REGENCY bay 御海灣II

Regency Bay Development (御海灣發展項目)

Phase 2 (第2期)

孖士打律師行

香港中環遮打道十號

太子大廈十八字樓

(港鐵中環站 K 出口)

電話: 28432211 傳真: 28459121

MAYER BROWN

18th Floor, Prince's Building,

10 Chater Road, Central, Hong Kong.

(MTR Central Station Exit K)

Tel: 28432211 Fax: 28459121

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

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

Please read carefully the "Anti-Money Laundering" leaflet issued by the Law Society of Hong Kong, which is available at the Sales Office or can be downloaded from the website and bring the following to the office of **MAYER BROWN** when signing the formal Agreement for Sale and Purchase:-

務請首先詳閱香港律師公會所發出有關「打擊洗錢」之單張，該單張由售樓處派發或可在以下網站下載：，並於預約時間內攜帶以下文件駕臨孖士打律師行及親自簽署正式買賣合約:-

<https://www.hklawsoc.org.hk/-/media/HKLS/Home/Support-Member/Professional-Support/AML/AML-Template/AML-Leaflet-for-Clients.pdf>

<https://www.hklawsoc.org.hk/-/media/HKLS/Home/Support-Member/Professional-Support/AML/AML-Template/AML-Leaflet-for-Clients-Chinese.pdf>

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

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

如買家為有限公司，簽署正式買賣合約時，請同時攜帶以下文件：

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

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

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

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

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

	(b) Second Legal Mortgage 第二正式按揭契	[see Note (b) & (c)] [見備忘錄(b)及(c)] \$6,000.00	1. Land search fees and miscellaneous charges: \$500.00 田土廳查冊費及其他雜費: \$500.00 2. #Registration fee: \$450.00 #登記費: \$450.00 3. #Adjudication fee for Second Legal Mortgage: \$50.00* 第二正式按揭契印花稅裁定費: \$50.00 4. #Filing fee at Companies Registry (applicable to Corporate Purchaser only): \$340.00 #公司註冊處按揭存檔費(只適用於公司買家): \$340.00
	(c) If both the First Legal Mortgage and Second Legal Mortgage to be signed on completion shall be handled by Mayer Brown 如第一正式按揭契及第二正式按揭契均由孖士打律師行辦理 First Mortgage Loan Amount: 第一樓花按揭貸款額 (i) not exceeding \$5,000,000.00 不超過\$5,000,000.00 (ii) between \$5,000,001.00 and \$7,500,000.00 \$5,000,001.00 至\$7,500,000.00 之間 (iii) between \$7,500,001.00 and \$10,000,000.00 \$7,500,001.00 至\$10,000,000.00 之間 (iv) over \$10,000,000.00 超過\$10,000,000.00	[see Note (b) & (c)] [見備忘錄(b)及(c)] \$9,000.00 \$11,000.00 \$12,500.00 0.1% of Loan Amount + \$4,000.00	
III.	Assignment 轉讓契	[see Note (a)] [見備忘錄(a)]	1. Land search fees and miscellaneous charges: \$500.00 田土廳查冊費及其他雜費: \$500.00 2. #Registration fee: \$450.00 #登記費: \$450.00 3. Plan fee for Assignment (subject to the final confirmation by the architect) see Table 1 轉讓契圖則費(以則師最後收費為準)(見附表 1) 4. Certified copies charges for remaining title deeds and documents: to be advised before completion 剩餘 業權契據核證副本: 成交前時通知 5. Costs for preparing Certified copy of Deed of Mutual Covenant with plans: \$805.00 大廈公契核證副本費連圖: \$805.00 6. Stamp Duty: \$100.00 印花稅: \$100.00 7. Levy payable to Property Management Services Authority: \$350.00 向物業管理業監管局繳付的徵款: \$350.00 8. Company search fees (applicable to Corporate Purchaser only): \$400.00 公司查冊費(只適用於公司買家): \$400.00 9. Board Resolution (applicable to Corporate Purchaser only): \$500.00 公司會議記錄(只適用於有限公司買家): \$500.00

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

The above registration fee, filing fee and adjudication fee will be subject to the final confirmation by the Government.
上述的登記費、公司註冊存檔費及印花稅裁定費以政府最後收費為準。

Note 備忘錄:

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

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

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

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

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

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

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

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

如買方聘用自己選擇的律師，買方須承擔買方自己之法律費用及一切代墊付費用。

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

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

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

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

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

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

Other Charges (If applicable) 其他費用(若適用)

- | | |
|---|--|
| 1. (a) Guarantee for 1 st Mortgage and/or 2 nd Mortgage
第一按揭及/或第二按揭擔保書 | \$2,500.00 each
每份 \$2,500.00 |
| (b) Fees for advising potentially undue influenced party and preparing Acknowledgement of advice
向可能受不正當影響的一方提供法律意見及擬備確認書費用 | \$1,500.00 each set
每套 \$1,500.00 |
| 2. (Applicable to Corporate Purchaser) Particulars of Charge for filing at the Companies Registry and Board Resolution
公司買家另需付(a)按揭詳情(公司註冊處存檔用) (b) 會議記錄 | \$2,500.00 for each Company

每間公司每套
\$2,500.00 |
| 3. Supplemental Agreement
補充合約 | \$2,800.00 each
(exclusive of disbursements)
每份 \$2,800.00
(不包括代墊付費用) |
| 4. Power of Attorney
授權書 | \$3,000.00 each
(exclusive of disbursements)
每份 \$3,000.00
(不包括代墊付費用) |
| 5. For foreign corporate purchasers :
(a) fees for obtaining foreign lawyers' opinion
(b) obtaining up-to-date confirmation or opinion | \$6,500.00
\$1,500.00 |
| (Remarks: Legal fees, charges and out-of-pocket expenses payable to foreign lawyers are <u>NOT</u> included)
(適用於海外公司買家)另加(a)安排海外律師法律意見和(b)安排最新的確認或意見之費用
(註：海外律師費及須支付海外律師之支出費用等並不包括在內) | |
| 6. Mortgage costs as quoted above are applicable only for preparation of one single simple security deed for financing the purchase. Preparation of any additional security documents (including Rental Assignment, Share Mortgage/Share Charge, Subordination Agreement, Assignment of Loan, Loan Agreement, etc.) will be charged on time costs basis. Quotation of costs will be supplied upon request.
上述有關按揭之律師費用只適用於擬備一份以物業為抵押之簡單按揭文件。若需擬備其他抵押文件(包括租金轉讓文件 / 股票按揭/押記 / 從屬協議 / 貸款轉讓文件及貸款協議書等)，收費將會按所需時間計算。有關費用之報價可應要求另外提供。 | |
| 7. Application for refund or partial refund of Stamp Duty
申請退還或部份退還印花稅 | \$5,000.00 (exclusive of disbursements)
\$5,000.00(不包括代墊付費用) |

Stamp Duty (印花稅)

The Stamp Duty (Amendment) Ordinance 2024 ("2024 Amendment Ordinance") was published in the Gazette on 19 April 2024 to give effect to the proposals in the 2024-25 Budget to cancel all demand-side management measures for residential properties. Under the 2024 Amendment Ordinance, (a) the ad valorem stamp duty ("AVD") rate of 7.5% under Part 1 of Scale 1 is amended to the same rate as those of AVD at Scale 2 with effect from 28 February 2024; and (b) any instrument executed on or after 28 February 2024 for the sale and purchase or transfer of residential property is no longer subject to special stamp duty and buyer's stamp duty.

《2024 年印花稅（修訂）條例》（《2024 年修訂條例》）已於 2024 年 4 月 19 日刊憲，以實施 2024-25 年度財政預算案中的建議，即撤銷所有住宅物業需求管理措施。根據《2024 年修訂條例》，(a) 由 2024 年 2 月 28 日起，第 1 標準第 1 部之下百分之七點五的從價印花稅稅率修訂為與從價印花稅第 2 標準的稅率相同；及 (b) 在 2024 年 2 月 28 日或之後所簽立以買賣或轉讓住宅物業的文書均無須徵收額外印花稅及買家印花稅。

Please consult your solicitors regarding details of the payment of AVD.
有關支付「從價印花稅」之詳情，請向閣下律師查詢。

Calculation of Ad Valorem Stamp Duty
從價印花稅計算方法如下

Consideration 樓價	Ad Valorem Stamp Duty Payable 從價印花稅
(a) Up to \$3,000,000	\$100
(b) \$3,000,001 to \$3,528,240	\$100 + 10% of the excess over \$3,000,000
(c) \$3,528,241 to \$4,500,000	1.5%
(d) \$4,500,001 to \$4,935,480	\$67,500 + 10% of the excess over \$4,500,000
(e) \$4,935,481 to \$6,000,000	2.25%
(f) \$6,000,001 to \$6,642,860	\$135,000 + 10% of the excess over \$6,000,000
(g) \$6,642,861 to \$9,000,000	3.00%
(h) \$9,000,001 to \$10,080,000	\$270,000 + 10% of the excess over \$9,000,000
(i) \$10,080,001 to \$20,000,000	3.75%
(j) \$20,000,001 to \$21,739,120	\$750,000 + 10% of the excess over \$20,000,000
(k) \$21,739,121 and above	4.25%

Table 1 (附表 1) :-

Regency Bay 御海灣
Plan Fees Schedule

Phase 2	Tower 1	3/F, 5/F-12/F, 15/F-23/F & 25/F-29/F	A, B, C, D, E, F, G, H, J, K, L, M, N, P, Q, R, S	\$500 (each unit for 1 set)	\$1,500 (each unit for 1 set)
		30/F	A, B, E, F, G, H, L, M, N, P, Q, R, S	\$500 (each unit for 1 set)	\$1,500 (each unit for 1 set)
		30/F & Roof	C, J	\$1,000 (each unit for 2 sets)	\$3,000 (each unit for 2 sets)

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

Contact Person 聯絡人

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

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

Tower 1

[illegible]

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

律師與市民齊參與 打擊清洗黑錢活動

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

個別人士

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

公司

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

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

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

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

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

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

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

常見問題

香港律師會為何要求律師向客戶索取有關身份證明及核實資料？

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

除身份證明文件外，律師還需進一步索取其他資料嗎？

律師將根據交易性質進行查證工作。例如辦理樓宇買賣時，律師可能提出以下問題：

- 交易目的為何？

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

如果是較複雜或金額不尋常的交易，客戶可能需要提供進一步資料。

何謂「可疑交易」？

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

- 身份不明
- 不尋常的指示
- 不尋常的結算要求

我可否拒絕提供資料？

假如客戶未能提供所需資料，律師可能會拒絕或停止為該客戶服務。

律師將如何處理我所提供的資料？資料會否保密？會否轉交第三者？

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

- 身份不明 ☒
- 不尋常的指示 ☐
- 不尋常的結算要求 ☐



你我攜手為香港把關 Gatekeeping for HKSAR

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



Keep Money Laundering Away from Hong Kong

Lawyers and Public to Play Key Roles

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

For Individuals

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

For Corporations

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

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

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

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

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

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

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

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

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

Frequently Asked Questions

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

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

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

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

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

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

What is meant by suspicious transaction?

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

- A secretive entity
- Unusual instructions
- Unusual settlement requests

What if I do not want to disclose my information?

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

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

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

- A secretive entity ☒
- Unusual instructions ☐
- Unusual settlement requests ☐

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

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

Tower 1 5/F-12/F, 15/F-23/F & 25/F-28/F Floor Plan
第1座 5樓至12樓,15樓至23樓及25樓至28樓平面圖



LEGEND:
圖例:

CEILING HEIGHT AT 2500 - 2600mm [FROM FLOOR FINISHES LEVEL]. 天花高度為2500-2600毫米 [地台裝修物料水平起計]。

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

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

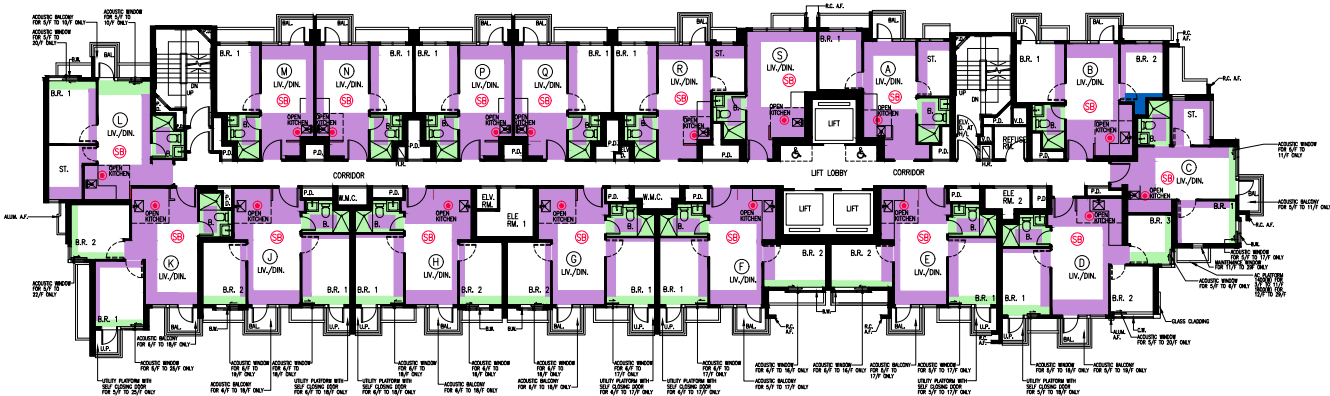
- FIRE RESISTANCE RATING (FRR) WALL
- SB

SMOKE DETECTOR
- SPRINKLER HEAD (CONCEAL TYPE)

耐火等級牆

煙霧探測器

隱蔽式消防花灑頭



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

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

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

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

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

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

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

(以上圖則僅供識別之用)

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

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

Signed by the Purchaser(s) 買方簽署

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

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

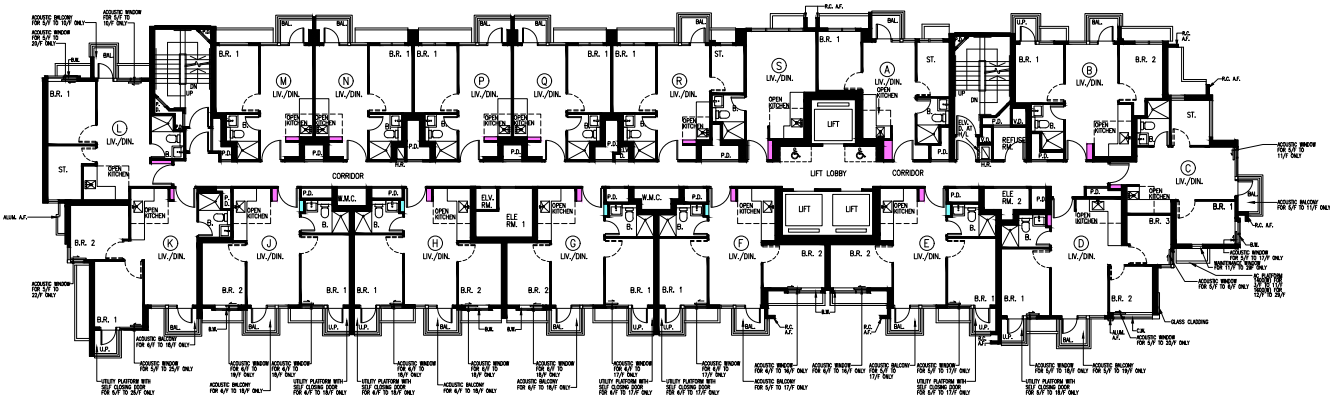


Tower 1 5/F-12/F, 15/F-23/F & 25/F-29/F Floor Plan
第1座 5樓至12樓,15樓至23樓及25樓至29樓平面圖

LEGEND:
圖例:

CABINET WITH WIRELESS CHARGER
櫃配置無線充電器

CABINET
櫃



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

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

(i) that the decoration and furniture (collectively the "Furniture") as shown coloured on the plan of the Property above will be provided in the Property upon completion of the sale and purchase of the Property;

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

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

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

本人/吾等·下方簽署人·特此確認·本人/吾等簽署本物業的臨時買賣合約前已清楚明白

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

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

(iii)賣方就該傢俱的設計·顏色·物料或呎吋均不得提出異議;及

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

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

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

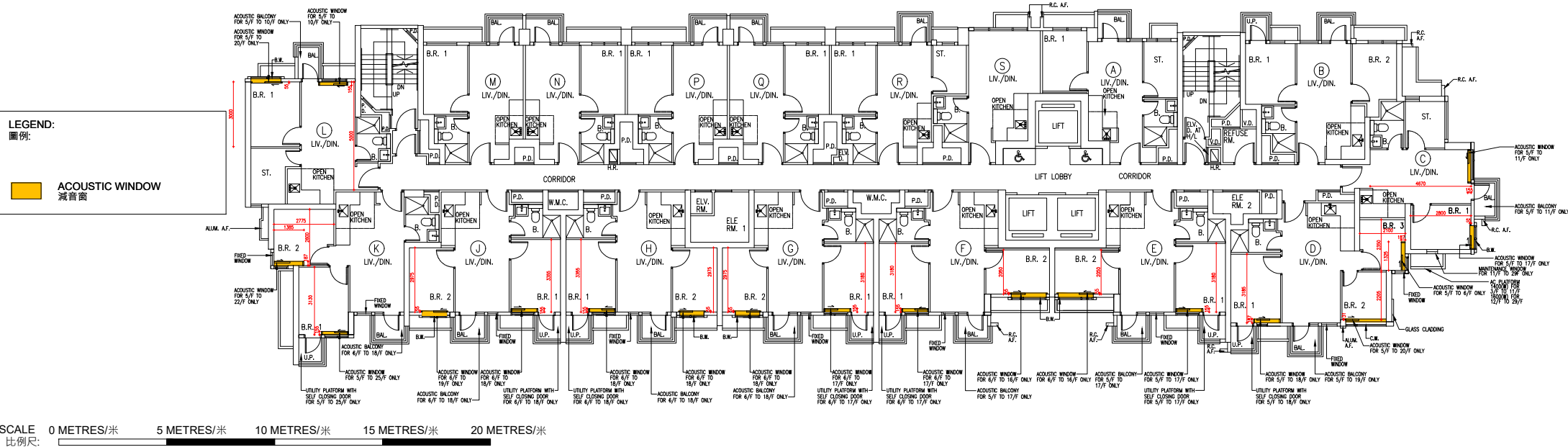
Signed by the Purchaser(s) 買方簽署

ACOUSTIC WINDOW LAYOUT PLAN 減音窗布局圖

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



Tower 1 5/F-12/F, 15/F-23/F & 25/F-29/F Floor Plan
第1座 5樓至12樓,15樓至23樓及25樓至29樓平面圖



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

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

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

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

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

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

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

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

(iii)買方就該減音窗的設計、顏色、物料或呎吋均不得提出異議；及

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

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

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

Signed by the Purchaser(s) 買方簽署