

Tender No.: 招標號碼:	VH25D
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**TENDER DOCUMENT**  
**招標文件**

**INVITATION FOR PURCHASE OF PROPERTY**  
**BY WAY OF PUBLIC TENDER**  
**公開招標承投購買物業**

Tenders are invited for the purchase of those properties in  
現招標承投購買

**Victoria Harbour of Phase 1B of Victoria Harbour Development**  
**海璇發展項目的第 1B 期海璇**

as set out in any one or more of the Information on Sales Arrangements for sale by tender  
from time to time (as the same may be revised by the Vendor from time to time),  
於任何一份或多份賣方不時發出的海璇發展項目的第 1B 期海璇的以招標方式出售的  
銷售安排資料(及賣方不時對其作出修改的銷售安排資料)內列出的物業

(unless previously withdrawn or sold)  
(已被撤回或出售的物業則除外)

Tenders must be submitted during the Tender Period (as defined in the Tender Notice) to the tender box labelled “**Public Tender For Victoria Harbour**” placed at the Sales Office (as defined in the Tender Notice) in a plain envelope and clearly marked “**Victoria Harbour**”.

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「海璇」, 放入位於售樓處(定義見招標公告)擺放的標示為「海璇公開招標」的投標箱內。

**Vendor:**  
**賣方:** **Choice Win (H.K.) Limited**  
彩榮(香港)有限公司  
c/o Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited  
45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong  
(由新鴻基地產(銷售及租賃)代理有限公司轉交)  
香港灣仔港灣道 30 號新鴻基中心 45 樓  
Enquiry Hotline: 3119 0008  
查詢熱線: 3119 0008

**Vendor's solicitors:**  
**賣方律師:** **Johnson Stokes & Master**  
16<sup>th</sup> – 18<sup>th</sup> Floor, Prince's Building, 10 Chater Road, Central, Hong Kong  
孖士打律師行  
香港中環遮打道 10 號太子大廈 16 樓至 18 樓

**Woo Kwan Lee & Lo**  
Room 2801, 28<sup>th</sup> Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong  
胡關李羅律師行  
香港灣仔港灣道 30 號新鴻基中心 28 字樓 2801 室

**Sit, Fung, Kwong & Shum**  
25A United Centre, 95 Queensway, Admiralty, Hong Kong.  
薛馮鄺岑律師行  
香港金鐘道 95 號統一中心 25A

**CONTENTS**  
**目錄**

PART 1 第 1 部份	:	TENDER NOTICE 招標公告
PART 2 第 2 部份	:	CONDITIONS OF SALE 出售條款
PART 3 第 3 部份	:	OFFER FORM 要約表格
ANNEXES 附件		

# PART 1: TENDER NOTICE

## 第 1 部份：招標公告

### 1. Definitions 定義

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

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：

“Acceptance Period” 「承約期間」	means, in respect of each Property for Tender, the period between the Tender Commencement Date and Time and the date which is the 90th working day after the Tender Closing Date and Time (both dates inclusive); 指就每一個該招標物業而言，由招標開始日期及時間至招標截止日期及時間後的第 90 個工作日（包括首尾兩日）；
“Agreement” 「正式合約」	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 3 of the Conditions of Sale; 指賣方與買方根據出售條款第 3 條擬簽訂的本物業的正式買賣合約；
“Conditions of Sale” 「出售條款」	means the Conditions of Sale set out in Part 2 of this Tender Document; 指本招標文件第 2 部份的出售條款；
“Development” 「發展項目」	means Victoria Harbour Development; 指海璇發展項目；
“extreme conditions announcement” 「極端情況公布」	means an announcement made by the Chief Secretary for Administration stating the existence of extreme conditions arising from a super typhoon or other natural disaster of a substantial scale during the period (including any extended period) specified in the announcement; 指政務司司長作出的公布，以述明在該公布所指明的期間（包括任何延展期間）存在由超強颱風或其他大規模天災引起的極端情況；
“Letter of Acceptance” 「接納書」	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice; 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；
“Offer Form” 「要約表格」	means the Offer Form set out in Part 3 of this Tender Document; 指本招標文件第 3 部份的要約表格；
“Phase” 「期數」	means Phase 1B of Victoria Harbour Development; 指海璇發展項目的第 1B 期；
“this Preliminary Agreement” 「本臨時合約」	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;

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；

**“Property”**  
「該物業」

means, if and when the offer made in the Offer Form is accepted by the Vendor, the Tendered Property specified in the Offer Form;

指如果及一旦要約表格所載的要約獲得賣方接納時，要約表格中指明的該投標物業；

**“Property for Tender”**  
「該招標物業」

means all or any of the properties offered for sale by tender as set out in the Sales Arrangements;

指銷售安排內列出的以招標形式出售的所有或任何物業；

**“Purchase Price”**  
「樓價」

means, if and when the offer made in the Offer Form is accepted by the Vendor, the Tender Price specified in the Offer Form;

指如果及一旦要約表格所載的要約獲得賣方接納時，要約表格中指明的投標價；

**“Purchaser”**  
「買方」

means the successful Tenderer whose tender in respect of the Tendered Property is accepted by the Vendor;

指中標者，其對該投標物業的投標書獲得賣方接納；

**“Sales Arrangements”**  
「銷售安排」

means any one or more of the Information on Sales Arrangements for sale by tender issued by the Vendor for the Phase from time to time (as the same may be revised by the Vendor from time to time);

指任何一份或多份賣方就期數不時發出的以招標方式出售的銷售安排資料（及賣方不時對其作出修改的銷售安排資料）；

**“Sales Office”**  
「售樓處」

means, in respect of each Property for Tender, the place where the sale will take place as set out in the Sales Arrangements;

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出售地點；

**“Tender Closing Date and Time”**  
「招標截止日期及時間」

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 Arrangements;

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；

**“Tender Commencement Date and Time”**  
「招標開始日期及時間」

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 Arrangements;

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；

**“Tender Document”**  
「招標文件」

means this Tender Document comprising:

指本招標文件，由以下部份組成：

- (i) the Tender Notice;  
招標公告；
- (ii) the Conditions of Sale;  
出售條款；
- (iii) the Offer Form(s); and  
要約表格；及

- (iv) the Annex to the Offer Form(s);  
要約表格附件；

<b>“Tender Notice”</b> 「招標公告」	means the Tender Notice set out in Part 1 of this Tender Document; 指本招標文件第 1 部份的招標公告；
<b>“Tender Period”</b> 「招標期間」	means, in respect of each Property for Tender, the period between the Tender Commencement Date and Time and Tender Closing Date and Time; 就每一個該招標物業而言，指招標開始日期及時間至招標截止日期及時間的期間；
<b>“Tender Price”</b> 「投標價」	means the price tendered for the Tendered Property as specified in the Schedule to the Offer Form; 指要約表格的附表中訂明投購該投標物業的價格；
<b>“Tendered Property”</b> 「該投標物業」	means the property(ies) as specified in the Schedule to the Offer Form; 指要約表格的附表中訂明的物業；
<b>“Tenderer”</b> 「投標者」	means the person who is specified in the Offer Form as the tenderer; 指要約表格中訂明為投標者的人士；
<b>“Vendor”</b> 「賣方」	means Choice Win (H.K.) Limited; and 指彩榮(香港)有限公司；及
<b>“Vendor’s solicitors”</b> 「賣方律師」	means any one of the following firms to be designated by the Vendor at its sole and absolute discretion: 指賣方單獨絕對酌情決定下指定的以下任何一家律師行： <ul style="list-style-type: none"><li>• Johnson Stokes &amp; Master 孖士打律師行</li><li>• Woo Kwan Lee &amp; Lo 胡關李羅律師行</li><li>• Sit, Fung, Kwong &amp; Shum 薛馮鄭岑律師行</li></ul>

## **2. Procedures of Tender** **招標程序**

- 2.1 The Vendor invites tenders for the purchase of the Property for Tender on the terms and conditions contained in this Tender Document.  
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 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.  
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 The Vendor reserves the right to, at any time before the Tender Closing Date and Time, accept any tender submitted.  
賣方保留權利在招標截止日期及時間之前的任何時間接受任何已遞交之投標書。

- 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 thereof to any person by any method (including without limitation private treaty, tender and auction).  
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 The Vendor reserves the right to adjust the Tender Closing Date and 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.  
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。賣方無須就該等更改另行通知投標者。
- 2.6 Tenderers should note the Vendor's solicitors do not act for any Tenderer in the process of this tender.  
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 (If applicable) If the Tenderer has indicated on the Schedule to the Offer Form to purchase more than one (1) Property for Tender :- (a) he/she/it must fill in one lump sum Tender Price for all such Tendered Property in the Schedule to the Offer Form; and (b) this Tender Document is deemed to be submitted on the basis that the Vendor will accept the tender for the purchase of ALL such Tendered Property together and the Purchaser will be required to sign only one (1) Agreement covering all such Tendered Property.  
(如適用) 如果投標者在要約表格的附表中已表示購買多於一個該招標物業：(a) 他／她／它必須在要約表格的附表中填寫全部該投標物業的一筆過投標價的總金額；及 (b) 本招標文件是以賣方將會接納一併購買全部該投標物業的標書，以及買方只須簽署一份包含全部該投標物業的正式合約的基礎而遞交。
- 2.8 A tender must be:-  
投標書必須：
- (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;**  
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) accompanied with the following documents:-  
連同以下文件：
- (i) Cashier order(s) and/or cheque(s)  
銀行本票及／或支票
- In respect of each Tendered Property, one or more cashier order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance and/or cheque(s) in the aggregate amount of 5% of the Tender Price and made payable to “孖士打律師行”， provided that the following minimum amount shall be paid by cashier order(s):  
就每一個該投標物業，由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的一張或多張銀行本票及／或支票，總金額為投標價的 5%，抬頭寫「孖士打律師行」，惟當中須以銀行本票支付的最低金額為：

<b>Amount of 5% of Tender Price 投標價 5%的金額</b>	<b>Minimum amount to be paid by cashier order(s) 以銀行本票支付的最低金額</b>
HK\$3,000,000 or above 港幣\$3,000,000 元或以上	HK\$3,000,000 港幣\$3,000,000 元
Less than HK\$3,000,000 but not less than HK\$2,000,000 少於港幣 3,000,000 元但不少於 港幣 2,000,000 元	HK\$2,000,000 港幣\$2,000,000 元
Less than HK\$2,000,000 少於港幣\$2,000,000 元	HK\$1,000,000 港幣\$1,000,000 元

(ii) Tenderer's identification document

投標者的身份證明文件

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

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。

If the Tenderer is a company, copies of the Certificate of Incorporation, the Business Registration Certificate (if any), latest register of directors, latest annual return (if any) and latest register of shareholders of the Tenderer.

如投標者為公司，投標者的公司註冊證明書、商業登記證（如有）、最近期的董事登記冊、最近期的周年申報表（如有）及最近期的股東登記冊的複印本。

(iii) Intermediary's licence (if applicable)

中介人的牌照（如適用）

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

投標者委託的地產經紀的牌照複印本。

(iv) Documentary proof of relationship between Tenderer and Related Tenderer (if applicable)

投標者與關聯投標者關係的證明文件（如適用）

If the Tenderer's Related Tenderer (as defined in the Schedule to the Offer Form) has submitted Related Tender(s) (as defined in the Schedule to the Offer Form), copies of documentary proof (e.g. ID card, birth certificate, marriage certificate, register of shareholders etc.) of the relationship between the Tenderer and the Related Tenderer.

如投標者的關聯投標者（定義見要約表格的附表）已遞交相關投標書（定義見要約表格的附表），投標者與關聯投標者關係的證明文件（例如：身份證、出世紙、結婚證書、股東登記冊等）副本。

(v) Documents in Annex, duly completed and signed by the Tenderer

由投標者填妥並簽署的附件的文件

- (1) Measurements of the Tendered Property  
投標物業的量度尺寸
- (2) Letter Regarding Operation of Gondola  
關於吊船操作的確認書
- (3) Acknowledgement Letter Regarding Miscellaneous Matters  
關於其他事項的確認書
- (4) Personal Information Collection Statement  
個人資料收集聲明
- (5) (If applicable) SHKP Club Application Form  
(如適用) 新地會申請表格

- (6) Acknowledgement Letter Regarding Viewing of Property  
關於參觀本物業的確認信
- (7) Acknowledgement Letter Regarding Stamp Duty  
關於印花稅的確認書
- (8) (If applicable) Letter Regarding Stamp Duty Express, Guarantee and Indemnity by Shareholder(s) of Purchaser and Guarantee and Indemnity by Director(s) of Purchaser  
(如適用)關於印花稅直送的信件、買方股東之擔保及彌償及買方董事之擔保及彌償
- (9) Acknowledgement Letter Regarding Financing Plans  
關於財務計劃的確認信
- (10) Acknowledgement Letter Regarding Open Kitchen and Hose Reel  
關於開放式廚房及消防喉轆的確認書
- (11) (If applicable) Acknowledgement Letter Regarding Assignment of Residential Car Parking Space(s)  
(如適用)有關轉讓住宅停車位之確認函
- (12) (If applicable) Acknowledgement Letter Regarding Physical State of Residential Car Parking Space(s)  
(如適用)有關住宅停車位狀況之確認函
- (13) (If applicable) Acknowledgement Letter Regarding Jacuzzi  
(如適用)關於按摩池的確認書
- (14) Vendor's Information Form  
賣方資料表格

(vi) Documents to be obtained from the Sales Office, duly completed and signed by the Tenderer  
由投標者填妥並簽署的於售樓處領取的文件

Not applicable  
不適用

**Please do NOT date any of the documents mentioned in sub-paragraphs (v) & (vi).  
請不要於第(v)及(vi)分段所述的任何文件內填上日期。**

- (c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope “**Victoria Harbour**”; and  
放入普通信封內，信封面上書明賣方收啟，並清楚註明「**海璇**」；及
- (d) placed in the Tender Box labelled “**Public Tender For Victoria Harbour**” placed at the Sales Office during the Tender Period.  
於招標期間放入位於售樓處擺放的標示為「**海璇公開招標**」的投標箱內。

2.9 The tender will proceed irrespective of whether any Tropical Cyclone Warning Signal or any Rainstorm Warning Signal is in effect or any extreme conditions announcement is made at any time during the Tender Period.  
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或極端情況公布，招標仍會繼續進行。

2.10 All cashier order(s) and/or cheque(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) and/or cheque(s) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other cashier orders and/or cheque(s) 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.

在賣方對收到的投標書作出決定前，所有銀行本票及／或支票均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票及／或支票將視作臨時訂金，以支付樓價的部份款項。所有其他銀行本票及／或支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。

(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.

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。

(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.

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) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of the Letter of Acceptance and return of cashier order(s) and/or cheque(s).

要約表格中指定的香港通訊地址將會是收取接納書及退回銀行本票及／或支票的地址。

2.11 (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.

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隨時接納投標。投標書根據本招標文件的程序一經遞交，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) 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.

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. Acceptance of Tender

#### 接受投標

3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Tendered Property. 投標書如獲接納，中標者即成為該投標物業之買方。

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.

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定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 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. (If applicable) Where the Property comprises more than one (1) property, (a) the Purchaser will sign only one (1) Agreement covering all of the Property; and (b) the Vendor will not and is not obliged to apportion the Purchase Price for each of the Property.

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樓處審閱。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。(如適用)如該物業由多於一個物業組成，(a) 買方只須簽署一份包含全部該物業的正式合約，及(b) 賣方不會及無責任為每一個該物業的樓價進行分攤。

- 3.4 (a) In the event that the Purchaser intends to execute the Agreement by his/her attorney on his/her behalf:-  
如買方有意以其授權人代表其簽署正式合約：
- (i) the Purchaser shall instruct his/her own solicitors to act for him/her; and  
買方須另聘律師作為其代表；及
  - (ii) the relevant power of attorney is required to be approved by the Vendor.  
相關授權書須由賣方事先批准。
- (b) All loan applications made to the Vendor's designated financing company, loan documents and ancillary documents (collectively the "**Loan Documents**") shall be signed by the Purchaser personally. No attorney can be accepted for the purpose of signing the Loan Documents.  
所有向賣方之指定財務機構作出的貸款申請、貸款文件及附帶文件（統稱「**貸款文件**」）須由買方親身簽署。以授權人簽署貸款文件不會被接受。

#### **Miscellaneous** **其他事項**

- 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 45<sup>th</sup> Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Enquiry Hotline: 3119 0008).  
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: 3119 0008）。
- 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.  
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 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.  
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 The Tenderer shall instruct his own solicitors to handle this Tender Document. The Purchaser shall instruct his own solicitors to handle the purchase of the Property.  
投標者須自行聘用律師處理本招標文件。買方須自行聘用律師處理購買該物業。
- 4.5 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.  
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。

*[End of Part 1: Tender Notice]*  
*[第1部份：招標公告完]*

## PART 2: CONDITIONS OF SALE

### 第 2 部分：出售條款

1. (a) In these Conditions of Sale, terms defined in the Tender Notice shall have the same meaning when used herein.  
招標公告定義的詞語在本出售條款中具有相同含義。
- (b) 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.  
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件出售該物業，而買方須以樓價並按本臨時合約所載條款及條件購買該物業。
2. 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.  
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。
3. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-  
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) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance; and  
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) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.  
由賣方於接納書的日期之後的第 8 個工作日或之前簽立。
4. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.  
須就本臨時合約、正式合約及轉讓契支付的從價印花稅（如有的話），由買方承擔。
5. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.  
須就本臨時合約、正式合約及轉讓契支付的額外印花稅（如有的話），由買方承擔。
6. The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholders.  
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. All further deposit, part payment of the Purchase Price, further part payment(s) of the Purchase Price and the balance of Purchase Price shall be paid by the Purchaser by way of cashier order(s) drawn in favour of the Vendor's solicitors.  
上述加付訂金、部份樓價、加付部份樓價及樓價餘額需以抬頭寫上賣方律師之銀行本票支付。
8. The Purchaser shall attend the office of the Purchaser's solicitors together with the Tender Document and the Letter of Acceptance within five (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 19. The Agreement shall be in such form prepared by the Vendor's Solicitors and shall not be varied by the Purchaser.  
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買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訂定之標準正式合約；(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 19 條所載就正式合約應付之所有印花稅。正式合約的文本須為賣方律師所擬者，買方不得更改。

9. If the Purchaser fails to execute the Agreement within 5 working days after the date of the Letter of Acceptance:-

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) this Preliminary Agreement is terminated;  
本臨時合約即告終止；
- (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and  
買方支付的臨時訂金，即被沒收歸於賣方；及
- (c) the Vendor does not have any further claim against the Purchaser for the failure.  
賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。

10. (a) 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 nor the right to sub-sell the Property or transfer the benefit of the Agreement to a third party.

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士訂立正式合約，亦無權將本臨時合約的利益轉讓予第三方，並且無權轉售該物業或將正式合約權益轉讓給第三方。

(b) The Purchaser shall not nominate any person to take up the Assignment of the Property, sub-sell the Property or transfer the benefit of this Preliminary Agreement or the Agreement (whether by way of direct or indirect reservation, right of first refusal, option, trust, power of attorney or any other method, arrangement or document of any description, conditional or unconditional) or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment to the Purchaser.

在完成買賣及簽立轉讓契予買方之前，買方不得提名任何人士接納該物業的轉讓契、轉售該物業或轉讓本臨時合約或正式合約的利益（不論是透過直接或間接保留、優先購買權、認購權、信託、授權書或任何其他方法、安排或任何種類的文件，有條件或無條件），或訂立任何協議如此行事。

(c) (Applicable to corporate Purchaser only) There shall be no change (including any reduction, increase, substitution or replacement) in the shareholder structure and/or the directorship of the Purchaser at any time prior to (and including) the date of payment of balance of Purchase Price of the Property without the Vendor's prior written consent. In this connection, (i) on the date of this Preliminary Agreement, (ii) on the date of signing of the Agreement by the Purchaser and (iii) on the date of payment of balance of purchase price of the Property respectively (each a "Relevant Date"), the Purchaser shall provide copies of the following to the Vendor or the Vendor's solicitors:

- (a) Register of Directors of the Purchaser as at the Relevant Date;
- (b) Register of Shareholders of the Purchaser as at the Relevant Date; and
- (c) Any other documents, confirmation and information as requested by the Vendor to show and prove the number and identity of all of the directors and shareholders of the Purchaser as at the Relevant Date.

（只適用於公司買方）於支付該物業樓價餘額的日期前（包括該日期）的任何時間內，買方的股東結構及／或董事於沒有得到賣方的事先書面同意下不可有任何變動（包括減少、增加、取代或更換）。就此而言，分別(i)於本臨時合約的日期，(ii)買方簽署正式合約的日期及(iii)於支付該物業樓價餘額的日期（各稱為「有關日期」），買方須向賣方或賣方的律師提供以下資料的副本：

- (a) 買方的董事登記冊（截止有關日期）；
- (b) 買方的股東登記冊（截止有關日期）；及
- (c) 賣方要求顯示和證明截至有關日期買方董事和股東的數目和身分的任何其他文件、確認和資料。

- (d) If the Purchaser shall be in breach of this clause 10(b) or clause 10(c), the Vendor shall be entitled (but shall not be obligated) to terminate this Preliminary Agreement or the Agreement (as the case may be) and all sums paid by the Purchaser up to 10% of the purchase price by way of deposits shall be forfeited to the Vendor absolutely. Upon determination of this Preliminary Agreement or the Agreement (as the case may be), the Vendor may resell the Property either by public auction or private contract subject to such stipulations as the Vendor may think fit and any increase in price on a resale shall belong to the Vendor. On a resale, any deficiency in price shall be made good and all expenses attending such resale shall be borne by the Purchaser and such deficiency and expenses shall be recoverable by the Vendor as and for liquidated damages Provided That the Purchaser shall not be called upon to bear such deficiency or expenses unless the Property is resold within 6 months after the determination of this Preliminary Agreement or the Agreement (as the case may be).
- 如買方違反本第 10(b)條或第 10(c)條的規定，賣方有權(但無責任)終止本臨時合約或正式合約(視屬何種情況而定)，而買方以訂金形式支付的所有款項(以售價的 10%為限)即被沒收歸於賣方。本臨時合約或正式合約(視屬何種情況而定)一經終止，賣方可在其認為合適的規定下，以公開拍賣或私人合約方式重售該物業，任何上漲的重售價均歸於賣方。重售時，任何不足的差價須由買方補足及與該重售有關的一切開支須由買方承擔，該等差價及開支由賣方作為算定損害賠償而追討，但前提是該物業須在本臨時合約或正式合約(視屬何種情況而定)終止後 6 個月內重售，否則買方無須承擔該等差價或開支。
11. The measurements of the Property are as follows—see “Measurements of the Tendered Property” of the Tender Document; (if applicable - for residential car parking space(s) of the Property) 12.5 square metres each.  
該物業的量度尺寸如下—見招標文件的《投標物業的量度尺寸》；(如適用 - 就該物業的住宅停車位而言) 每個 12.5 平方米。
12. The sale and purchase of the Property includes the fittings, finishes and appliances as follows—see Schedule to the Conditions of Sale; (if applicable - for residential car parking space(s) of the Property) Nil.  
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；(如適用 - 就該物業的住宅停車位而言) 沒有。
13. Without prejudice to sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser’s right under the law to raise requisition or objection in respect of title.  
在不損害《物業轉易及財產條例》(第 219 章)第 13 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。
14. The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 15 and fully understands its contents.  
買方確認已收到第 15 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。
15. For the purposes of clause 14, the following is the “Warning to Purchasers”—  
就上述第 14 條而言，「對買方的警告」內容如下—
- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.  
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
- (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor’s solicitor to act for you as well as for the Vendor.  
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
- (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.

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

- (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have 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。
16. (a) The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.  
買方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。
- (b) The Property is sold on "as is" basis. The Purchaser is deemed to have knowledge of and accept the existing state and condition of the Property whether he has inspected the Property or not.  
該物業以現狀形式出售。無論買方有否已到該物業實地視察，買方將被視作清楚及接受該物業現時之狀況。。
17. Notwithstanding clauses 14 and 15 above, the Purchaser shall instruct his own solicitors to act for him in respect of the purchase of the Property. Each of the Vendor and Purchaser shall pay their own solicitors' legal fees in respect of the Agreement and the subsequent Assignment.  
儘管上述第 14 條及第 15 條，買方須另聘律師代表其買入該物業。買賣雙方須各自負責其在有關正式合約及其後之轉讓契之法律費用。
18. 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.  
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雜項費用，全部由買方負責及支付。
19. All stamp duty payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.  
有關本臨時合約及／或正式合約及／或轉讓契之所有印花稅一概由買方負責支付。
20. The Purchaser shall bear and pay a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant and Management Agreement and the Sub-Deed of Mutual Covenant and Management Agreement (if any) and the Sub-Sub-Deed of Mutual Covenant (if any) (collectively the "DMC") and the plans attached to the DMC, all costs for preparing certified copies of title deeds and documents of the property purchased, all plan fees for plans to be annexed to the agreement for sale and purchase and the assignment of the property purchased, all legal and other costs and disbursements in respect of any mortgage (if any) in respect of the property purchased and all legal costs and charges of any other documents relating to the sale and purchase of the property purchased. All search fees, registration fees and other disbursements shall be borne by the Purchaser.  
一切製作、登記及完成公契及管理協議、副公契及管理協議(如有)及分副公契(如有)(統稱「公契」)之費用及附於公契之圖則費用的適當分攤、所購物業的業權契據及文件認證副本之費用、所購物業的買賣合約及轉讓契之圖則費、所購物業的按揭(如有)之法律及其他費用及代墊付費用及其他有關所購物業的買賣的文件的所有法律及其他支出，均由買方負責。所有查冊費、

註冊費及其他支出款項均須由買方承擔。

21. Upon termination of this Preliminary Agreement, if this Preliminary Agreement has been registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf, the 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.  
如本臨時合約終止，而買方或其代表人將本臨時合約在土地註冊處註冊，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
  22. The Purchaser shall before delivery of vacant possession of the Property by the Vendor pay to the Manager or the Vendor all management fee deposit, special fund, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the DMC and the Purchaser shall reimburse the Vendor for all payment including without limitation all utilities deposits already paid by the Vendor in respect of the Property.  
買方須在賣方交吉該物業予買方時繳付管理人或賣方一切管理費按金、特別基金、泥頭清理費、預繳管理費及其他根據大廈公契之其他按金及費用，買方並須償還賣方代該物業已支付的上述費用包括水電煤按金。
  23. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.  
買方如有更改地址或電話，須以書面通知賣方。
  24. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance. 該物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。
  25. Time shall in every respect be of the essence of this Preliminary Agreement.  
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。
  26. (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 by any third party pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.  
賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章) (「該條例」) 強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。  
(b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).  
本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章)的情況下。  
(c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-  
若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(在該條例定義)可依據該條例強制執行任何該等條款時：
    - (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and  
本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於本臨時合約；及
    - (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.  
賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。
27. In this Preliminary Agreement:-

在本臨時合約中—

- (a) “**saleable area**” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap. 621);  
「實用面積」具有《一手住宅物業銷售條例》（第 621 章）第 8 條給予該詞的涵義；
  - (b) “**working day**” has the meaning given by section 2(1) of that Ordinance;  
「工作日」具有該條例第 2(1)條給予該詞的涵義；
  - (c) the floor area of an item under clause (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  
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) 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.  
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。
28. If the Property consists of residential unit(s) as well as any parking space(s), such Property shall be covered by one single formal agreement for sale and purchase and one single subsequent assignment.  
如該物業包括住宅單位並同時包括停車位，該物業必須由單一份正式合約及其後單一份轉讓契涵蓋。
29. The Vendor reserves the right to rectify any errors or omissions in the Purchase Price and Payment Terms and the calculation of the Purchase Price.  
賣方保留權利修改有關售價及支付條款之錯誤或遺漏及該售價在計算方面之錯誤或遺漏。
30. This Preliminary Agreement is not preceded by an unwritten sale agreement or an agreement for sale, made between the same parties hereto and on the same terms and conditions hereof.  
在本臨時合約簽訂前，相同的買賣雙方並無以相同條款及條件訂立非書面買賣協議或買賣協議。
31. The Purchaser shall raise no objection if the Vendor’s interest in the Property is an equitable interest and not a legal estate.  
若賣方在該物業的權益屬衡平法權益而非法定產業權，買方不得提出反對。
32. If the day on which any obligation under this Preliminary Agreement is to be performed shall fall on a day which is not a working day, the date for the performance shall automatically be postponed to the immediately following working day.  
任何本臨時買賣合約下的責任，若其履行日並非工作日，則履行該責任的日期將順延至原定日期之後第一個工作日。
33. This Preliminary Agreement supersedes all prior negotiation, representation, understanding and agreement of the parties hereto.  
本臨時買賣合約取代雙方過往所有之談判、陳述、理解及協議。
34. The Chinese version of this Preliminary Agreement is a translation of the English version and is for reference only. In case of any discrepancy, inconsistency or dispute, the English version shall prevail.  
本臨時合約之中文版本乃英文版本的譯本，謹供參考之用。如解釋有任何差異、出入或爭議，概以英文版本為準。

**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**

External Wall 外牆	:	Curtain wall, aluminium framed windows and aluminium louvre. 玻璃幕牆、鋁窗及鋁質百葉。
Internal Wall 內牆	:	Emulsion paint where exposed for living room, dining room and bedrooms. 客廳、飯廳及睡房內牆之外露牆身髹上乳膠漆。
Internal Ceiling 天花板	:	Emulsion paint where exposed and gypsum board bulkhead are finished with emulsion paint for living room, dining room and bedrooms. 客廳、飯廳及睡房外露天花髹上乳膠漆及石膏板假天花髹上乳膠漆。
Internal Floor 內部地板	:	Floors are finished with engineered timber flooring for living room, dining room and bedrooms. 客廳、飯廳及睡房鋪砌複合木地板。

For the following flats, floors are finished with natural stone for living room and dining room :

下列單位客廳及飯廳鋪砌天然石 :

Tower 1 Flat A on 17-18/F

第 1 座 17 樓至 18 樓 A 單位

Tower 2 Flat A on 19-20/F

第 2 座 19 樓至 20 樓 A 單位

Tower 3 Flat A on 21-22/F

第 3 座 21 樓至 22 樓 A 單位

Tower 5 Flat A on 21-22/F

第 5 座 21 樓至 22 樓 A 單位

Tower 5A Flat B on 21/F

第 5A 座 21 樓 B 單位

Tower 5A Flat A on 22/F

第 5A 座 22 樓 A 單位

Tower 6 Flat A and B on 22-23/F

第 6 座 22 樓至 23 樓 A 及 B 單位

For the following flats, floors are finished with reconstituted stone for living room :

下列單位客廳鋪砌人造石 :

Tower 5A Flat A, B, D, E and F on 3/F, 5-12/F, 15-20/F

第 5A 座 3 樓, 5 樓至 12 樓, 15 樓至 20 樓 A, B, D, E 及 F 單位

Tower 5A Flat A, D, E and F on 21/F

第 5A 座 21 樓 A, D, E 及 F 單位

Tower 5A Flat D, E and F on 22/F

第 5A 座 22 樓 D, E 及 F 單位

Tower 6 Flat C, D, E, F, G and H on 3/F, 5-12/F, 15-21/F

第 6 座 3 樓, 5 樓至 12 樓, 15 樓至 21 樓 C, D, E, F, G 及 H 單位

Tower 6 Flat E, F, G and H on 22-23/F

第 6 座 22 樓至 23 樓 E, F, G 及 H 單位

For the following flats, floors are finished with reconstituted stone for living room and dining room :

下列單位客廳及飯廳鋪砌人造石：

Tower 5A Flat C on 3/F, 5-12/F, 15-20/F

第 5A 座 3 樓, 5 樓至 12 樓, 15 樓至 20 樓 C 單位

Tower 6 Flat A and B on 3/F, 5-12/F, 15-21/F

第 6 座 3 樓, 5 樓至 12 樓, 15 樓至 21 樓 A 及 B 單位

Door  
門 : Timber door to be provided at flat entrance, bedroom, kitchen and bathroom.  
單位入口、睡房、廚房及浴室裝有木門。  
Glass door with aluminium frame for lavatory, balcony, utility platform, flat roof and roof (if applicable).  
洗手間、露台、工作平台、平台及天台 (如適用) 裝有鋁質框玻璃門。

For the following flats, glass panel with aluminium metal frame door to be provided at master bathroom :

下列單位主人浴室裝有鋁質框玻璃門：

Tower 1 Flat A on 17-18/F

第 1 座 17 樓至 18 樓 A 單位

Tower 2 Flat A on 19-20/F

第 2 座 19 樓至 20 樓 A 單位

Tower 3 Flat A on 21-22/F

第 3 座 21 樓至 22 樓 A 單位

Tower 5 Flat A on 21-22/F

第 5 座 21 樓至 22 樓 A 單位

For the following flats, aluminium framed glass door to be provided at kitchen :

下列單位廚房裝有鋁質框玻璃門：

Tower 6 Flat B on 22-23/F

第 6 座 22 樓至 23 樓 B 單位

Bathroom  
浴室 : Sanitary fitment.  
潔具。  
Floor finished with natural stone where exposed.  
外露地板鋪砌天然石。  
Wall finished with natural stone, glass and stainless steel frame up to the level of false ceiling.  
牆壁鋪砌天然石, 玻璃飾面及不銹鋼框至假天花。  
Ceiling with gypsum board bulkhead finished with emulsion paint.  
石膏板假天花髹上乳膠漆。

Kitchen  
廚房 : For Towers 1, 2, 3 and 5,  
第 1、2、3 及 5 座  
Tower 5A Flat B on 21/F,  
第 5A 座 21 樓 B 單位  
Tower 5A Flat A on 22/F,  
第 5A 座 22 樓 A 單位  
Tower 6 Flat A and B on 22-23/F,  
第 6 座 22 樓至 23 樓 A 及 B 單位  
Floor finished with natural stone where exposed.

外露地板鋪砌天然石。

Wall finished with natural stone up to the level of false ceiling.

牆壁鋪砌天然石至假天花。

Ceiling with gypsum board bulkhead finished with emulsion paint.

石膏板假天花髹上乳膠漆。

Cooking bench in reconstituted stone.

灶台鋪砌人造石。

For Tower 5A and 6 other units :

第 5A 及 6 座其他單位 :

Floor finished with reconstituted stone where exposed.

外露地板鋪砌人造石。

Wall finished with glass and mirror up to the level of false ceiling.

牆壁鋪砌玻璃及鏡飾面至假天花。

Ceiling with gypsum board bulkhead finished with emulsion paint.

石膏板假天花髹上乳膠漆。

Cooking bench in reconstituted stone.

灶台鋪砌人造石。

Other Provisions

其他設施

: Air conditioner for living room, dining room and all bedrooms.

客廳、飯廳及所有睡房裝有冷氣機。

Cooker-hob, Cooker hood, refrigerator, washer dryer.

煮食爐、抽油煙機、雪櫃、洗衣乾衣機。

Gas water heater to be provided for Tower 1, 2, 3 and 5.

第 1、2、3 及 5 座裝有煤氣熱水爐。

Electrical water heater to be provided for Tower 5A and 6.

第 5A 及 6 座裝有電熱水爐。

*[End of Part 2: Conditions of Sale]*

*[第 2 部分：出售條款完]*

## PART 3: OFFER FORM

### 第 3 部份：要約表格

(To be completed by the Tenderer)

(由投標者填寫)

To: **The Vendor**

致：賣方

1. Offer  
要約

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.

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。

(If applicable) I/We confirm that this tender is submitted on the basis that the Vendor will accept my/our tender for the purchase of all the Tendered Property and that I/we will be required to sign only one (1) Agreement covering all the Tendered Property.

(如適用)本人／我們確認，本投標書當作基於賣方將會接納本人／我們投標一併購買全部該投標物業，以及本人／我們只須簽署一份包括全部該投標物業的正式合約而遞交。

2. Binding agreement if offer is accepted  
如要約獲接納將構成有效協議

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.

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. Address for receipt of Letter of Acceptance  
收取接納書的地址

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 the Letter of Acceptance and/or return of cashier order(s) and/or cheque(s). The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.

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及／或支票的地址。接納書在投郵後的第 2 個工作日視為已經正式收到。

4. Declarations, representations and warranties  
聲明、陳述及保證

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

本人／我們現聲明、陳述及保證如下：

(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.**

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) 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 Tender 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, I/we should report the case to the Independent Commission Against Corruption.

除投標價、提供資料或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. I/We authorize the Vendor to complete the particulars (now in blank) (if any) in the documents submitted together with this Tender Document.

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）。

**Schedule to the Offer Form**  
**要約表格附表**

**Tenderer's Information and Tendered Property**  
**投標者資料及該投標物業**

*(To be completed by the Tenderer of each Tendered Property)*  
(由每一個該投標物業的投標者填寫)

<i>Section 1 – Particulars of the Tenderer</i> 第1節 – 投標者的資料			
Name 名稱			
HKID No./Passport No./BR No. 香港身份證／護照／商業登記號碼			
Address/Registered office 地址（英文）／註冊辦事處			
Hong Kong correspondence address (if different from above) 香港通訊地址（英文）（如與上面不同）			
Contact details 聯絡資料	Name 聯絡人		
	Telephone 電話	Fax 傳真	

<i>Section 2 – Tendered Property *</i> 第2節 – 該投標物業*			
Residential Property 住宅物業	Tower 座數	Floor 樓層	Flat 單位
Residential Car Parking Space (1) (if applicable) # 住宅停車位(1) (如適用) #	Floor 樓層	Residential Car Parking Space No. 住宅停車位編號	
	B2/F 地庫2層		
Residential Car Parking Space (2) (if applicable) # 住宅停車位(2) (如適用) #	Floor 樓層	Residential Car Parking Space No. 住宅停車位編號	
	B2/F 地庫2層		

\* *The Tenderer is not allowed to submit more than one (1) tender in respect of the same residential property.*

\* 投標者不得就同一個住宅物業遞交超過一(1)份投標書。

- # (a) A Tenderer of any one residential property set out in Table 1 below shall be eligible to purchase **one** unsold residential car parking space in the Phase or other phase(s) of Victoria Harbour Development as part of the Tendered Property.

購買列於以下表 1 內任何一個住宅物業之買方可購買期數或海璇發展項目其他期數尚未出售的一個住宅停車位作為投標物業的一部分。

Table 1

表1

Tower 座數	Floor 樓層	Flat 單位
Tower 1 第1座	3/F, 5/F-12/F, 15/F & 16/F 3樓、5樓-12樓、15樓及16樓	A
Tower 1 第1座	3/F, 5/F-12/F, 15/F & 16/F 3樓、5樓-12樓、15樓及16樓	B
Tower 2 第2座	3/F, 5/F-12/F, 15/F-17/F 3樓、5樓-12樓、15樓-17樓	A
Tower 2 第2座	3/F, 5/F-12/F, 15/F-18/F 3樓、5樓-12樓、15樓-18樓	B
Tower 3 第3座	3/F, 5/F-12/F, 15/F-20/F 3樓、5樓-12樓、15樓-20樓	A
Tower 3 第3座	3/F, 12/F, 15/F-20/F 3樓、12樓、15樓-20樓	B
Tower 5 第5座	3/F, 5/F-12/F, 15/F-20/F 3樓、5樓-12樓、15樓-20樓	A
Tower 5 第5座	3/F, 5/F-12/F, 15/F-20/F 3樓、5樓-12樓、15樓-20樓	B
Tower 5A 第5A座	22/F 22樓	A

- (b) A Tenderer of any one residential property set out in Table 2 below shall be eligible to purchase **not more than two** unsold residential car parking spaces in the Phase or other phase(s) of Victoria Harbour Development as part of the Tendered Property.

購買列於以下表 2 內任何一個住宅物業之買方可購買期數或海璇發展項目其他期數尚未出售的不多於兩個住宅停車位作為投標物業的一部分。

Table 2

表2

Tower 座數	Floor 樓層	Flat 單位
Tower 1 第1座	17/F, 18/F 17樓、18樓	A
Tower 2 第2座	19/F, 20/F 19樓、20樓	A
Tower 3 第3座	21/F, 22/F 21樓、22樓	A
Tower 5 第5座	21/F, 22/F 21樓、22樓	A

- (c) For the avoidance of doubt, the Tender Price stated by the Tenderer in Section 3 below shall cover the total consideration of the residential property and residential car parking space(s) (if any) that the Tenderer offers to purchase. The relevant residential property and residential car parking(s) (if any) shall be covered by one single Agreement and one single Assignment. The Vendor has no responsibility to apportion the Tender Price for the residential property and residential car parking space(s) (if any) for the Tenderer.

為免疑問，投標者在下述第 3 節所填寫之投標價代表其投標認購的住宅物業及住宅停車位(如有)的總價值。相關住宅物業及住宅停車位(如有)必須受同一份正式合約及轉讓契所涵蓋。賣方無責任為投標者將投標價攤分予住宅物業及住宅停車位(如有)。

*Section 3 – Tender Price*  
 第3節 – 投標價

Tender Price (HK\$) 投標價 (港幣)			
<i>Cashier's order(s) and cheque(s) (if applicable) (in the aggregate amount of 5% of the Tender Price)</i> 銀行本票及支票 (如適用) (總金額為投標價的5%)			
Cashier's order(s)* 銀行本票*	Amount (HK\$) 金額 (港幣)	Bank 銀行	Cashier's order no. 本票號碼
Cheque(s) 支票	Amount (HK\$) 金額 (港幣)	Bank 銀行	Cheque no. 支票號碼

\* Provided that the following minimum amount shall be paid by cashier order(s):-

\* 惟當中須以銀行本票支付的最低金額為 :-

<b>Amount of 5% of Tender Price</b> 投標價 5% 的金額	<b>Minimum amount to be paid by cashier order(s)</b> 以銀行本票支付的最低金額
HK\$3,000,000 or above 港幣\$3,000,000 元或以上	HK\$3,000,000 港幣\$3,000,000 元
Less than HK\$3,000,000 but not less than HK\$2,000,000 少於港幣 3,000,000 元但不少於港幣 2,000,000 元	HK\$2,000,000 港幣\$2,000,000 元
Less than HK\$2,000,000 少於港幣\$2,000,000 元	HK\$1,000,000 港幣\$1,000,000 元

*Section 4 – Payment plan*  
第 4 節 – 支付辦法

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

(If applicable) If the Tendered Property comprises more than one (1) property, the Tenderer must choose the same payment plan for all the Tendered Property.  
(如適用)如該投標物業有多於一個物業，投標者須就全部該投標物業選擇相同的付款計劃。

TH1

**270 Days Payment Plan (TH1)**  
**270 日付款計劃(TH1)**

**Terms of Payment 支付條款**

- 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).  
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。
- A further deposit equivalent to 5% of the Purchase Price shall be paid within 90 days after the date of the Letter of Acceptance.  
加付訂金即樓價 5%於接納書的日期後 90 日內繳付。
- 90% of the Purchase Price (the balance of the Purchase Price) shall be paid within 270 days after the date of the Letter of Acceptance.  
樓價 90%(樓價餘額)於接納書的日期後 270 日內繳付。

Unless otherwise agreed between the Vendor and the Purchaser, the date of completion of sale and purchase shall not be earlier than 270 days after the date of the Letter of Acceptance.  
除非賣方與買方另有協定，完成買賣的交易日期不可早於接納書的日期後 270 日。

**Stamp Duty Express 印花稅直送**

**(the designated gift, financial advantage or benefit)**  
**(指定贈品、財務優惠或利益)**

**(A) Applicable if the Tenderer is an individual**  
**適用如投標者為個人**

Please choose only one of the following options (*\*please tick one of the following boxes*):

請選擇以下其中一個選項（*\*請剔以下其中一個方格*）：

I/We **do not select** the Stamp Duty Express.  
本人/我們**不選擇**印花稅直送。

I/We **select** the Stamp Duty Express (the amount of the Stamp Duty Express equal to 4.25% of the Purchase Price).  
本人/我們**選擇**印花稅直送(印花稅直送金額相等於樓價的 4.25%)。

**(B) Applicable if the Tenderer is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)**  
**適用如投標者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**

If the Tenderer is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s), the Tenderer shall be eligible for the Stamp Duty Express (the amount of the Stamp Duty Express equal to 4.25% of the Purchase Price).

如投標者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，投標者可享有印花稅直送(印花稅直送金額相等於樓價的 4.25%)。

- We **select** the Stamp Duty Express (the amount of the Stamp Duty Express equal to 4.25% of the Purchase Price).  
我們**選擇**印花稅直送(印花稅直送金額相等於樓價的 4.25%)。

The Vendor's decision as to whether the Tenderer is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s) is final and the Tenderer shall not raise any claims or objections in respect thereof.  
賣方對投標者是否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的決定為最終的，投標者不得就此提出任何申索或反對。

**(C) Applicable if the Tenderer is a company (other than a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))**

適用如投標者為公司(香港註冊成立的有限公司及其所有股東及董事均為個人除外)

If the Tenderer is a company (other than a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)), the Tenderer **shall not be eligible for** the Stamp Duty Express.

如投標者為公司(香港註冊成立的有限公司及其所有股東及董事均為個人除外)，投標者**不符合資格**享有印花稅直送。

**PLEASE READ THE FOLLOWING MATTERS:**

**敬請細閱下列事項:**

**Please read carefully the contents in Part I of Annex A and the details of the gift(s), financial advantage(s) or benefit(s) in Part II of Annex A.**

敬請細閱附件 A 第 I 部份的內容及附件 A 第 II 部份內贈品、財務優惠或利益的詳情。

**(Applicable to corporate Tenderer only) If there are any changes (including any reduction, increase, substitution or replacement) in the shareholder structure and/or the directorship of the Tenderer at any time prior to (and including) the date of payment of balance of Purchase Price without the Vendor's prior written consent, the Tenderer shall not be entitled to the designated gift(s), financial advantage(s) or benefit(s). Please see paragraph 10 in Part I of Annex A for details.**

(只適用於公司投標者) 如於支付樓價餘額的日期前(包括該日期)，投標者的股東結構及/或董事於沒有得到賣方的事先書面同意下有任何變動(包括減少、增加、取代或更換)，投標者將不會享有指定贈品、財務優惠或利益。詳情請參閱附件 A 第 I 部份的第 10 段。

†  TK1

**720 Days (Early Move-in) Payment Plan (TK1)**  
**720 日(提前入住)付款計劃(TK1)**

**Terms of Payment & Stamp Duty Express (the designated gift, financial advantage or benefit)**

**支付條款及印花稅直送 (指定贈品、財務優惠或利益)**

**(A) Applicable if the Tenderer is an individual**  
**適用如投標者為個人**

Please choose only one of the following options (\*please tick one of the following boxes):

請選擇以下其中一個選項（\*請剔以下其中一個方格）：

\*  (A1) I/We **do not select** the Stamp Duty Express, and the terms of payment will be as follows:

本人／我們**不選擇**印花稅直送，及**支付條款**如下：

- 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).  
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。
- A further deposit equivalent to 5% of the Purchase Price shall be paid within 120 days after the date of the Letter of Acceptance.  
加付訂金即樓價 5%於接納書的日期後 120 日內繳付。
- 90% of the Purchase Price (the balance of the Purchase Price) shall be paid within 720 days after the date of the Letter of Acceptance.  
樓價 90%(樓價餘額)於接納書的日期後 720 日內繳付。

Unless otherwise agreed between the Vendor and the Purchaser, the date of completion of sale and purchase shall not be earlier than 270 days after the date of the Letter of Acceptance.  
除非賣方與買方另有協定，完成買賣的交易日期不可早於接納書的日期後 270 日。

\*  (A2) I/we **select** the Stamp Duty Express (the amount of the Stamp Duty Express equal to 4.25% of the Purchase Price), and the terms of payment will be as follows:

本人／我們**選擇**印花稅直送(印花稅直送金額相等於樓價的 4.25%)，及**支付條款**如下：

- 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).  
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。
- A further deposit equivalent to 5% of the Purchase Price shall be paid within 120 days after the date of the Letter of Acceptance.  
加付訂金即樓價 5%於接納書的日期後 120 日內繳付。
- 5% of the Purchase Price shall be paid within 360 days after the date of the Letter of Acceptance.  
樓價 5%於接納書的日期後 360 日內繳付。
- 85% of the Purchase Price (the balance of the Purchase Price) shall be paid within 720 days after the date of the Letter of Acceptance.  
樓價 85%(樓價餘額)於接納書的日期後 720 日內繳付。

Unless otherwise agreed between the Vendor and the Purchaser, the date of completion of sale and purchase shall not be earlier than 270 days after the date of the Letter of Acceptance. 除非賣方與買方另有協定，完成買賣的交易日期不可早於接納書的日期後 270 日。

**(B) Applicable if the Tenderer is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)**  
適用如投標者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

- We **select** the Stamp Duty Express (the amount of the Stamp Duty Express equal to 4.25% of the Purchase Price), and the terms of payment will be as follows:-  
我們**選擇**印花稅直送(印花稅直送金額相等於樓價的 4.25%)，及**支付**條款如下：

The Vendor's decision as to whether the Tenderer is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s) is final and the Tenderer shall not raise any claims or objections in respect thereof.

賣方對投標者是否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的決定為最終的，投標者不得就此提出任何申索或反對。

- 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).  
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。
- A further deposit equivalent to 5% of the Purchase Price shall be paid within 120 days after the date of the Letter of Acceptance.  
加付訂金即樓價 5%於接納書的日期後 120 日內繳付。
- 5% of the Purchase Price shall be paid within 360 days after the date of the Letter of Acceptance.  
樓價 5%於接納書的日期後 360 日內繳付。
- 85% of the Purchase Price (the balance of the Purchase Price) shall be paid within 720 days after the date of the Letter of Acceptance.  
樓價 85%(樓價餘額)於接納書的日期後 720 日內繳付。

Unless otherwise agreed between the Vendor and the Purchaser, the date of completion of sale and purchase shall not be earlier than 270 days after the date of the Letter of Acceptance. 除非賣方與買方另有協定，完成買賣的交易日期不可早於接納書的日期後 270 日。

**(C) Applicable if the Tenderer is a company (other than a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))**  
適用如投標者為公司(香港註冊成立的有限公司及其所有股東及董事均為個人除外)

- We **do not select** the Stamp Duty Express, and the terms of payment will be as follows:  
我們**不選擇**印花稅直送，及**支付**條款如下：

- 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).  
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。
- A further deposit equivalent to 5% of the Purchase Price shall be paid within 120 days after the date of the Letter of Acceptance.

加付訂金即樓價 5%於接納書的日期後 120 日內繳付。

- 5% of the Purchase Price shall be paid within 360 days after the date of the Letter of Acceptance.  
樓價 5%於接納書的日期後 360 日內繳付。
- 85% of the Purchase Price (the balance of the Purchase Price) shall be paid within 720 days after the date of the Letter of Acceptance.  
樓價 85%(樓價餘額)於接納書的日期後 720 日內繳付。

Unless otherwise agreed between the Vendor and the Purchaser, the date of completion of sale and purchase shall not be earlier than 270 days after the date of the Letter of Acceptance.  
除非賣方與買方另有協定，完成買賣的交易日期不可早於接納書的日期後 270 日。

**PLEASE READ THE FOLLOWING MATTERS:**

**敬請細閱下列事項:**

**Please read carefully the contents in Part I of Annex A and the details of the gift(s), financial advantage(s) or benefit(s) in Part II of Annex A.**

**敬請細閱附件 A 第 I 部份的內容及附件 A 第 II 部份內贈品、財務優惠或利益的詳情。**

**(Applicable to corporate Tenderer only) If there are any changes (including any reduction, increase, substitution or replacement) in the shareholder structure and/or the directorship of the Tenderer at any time prior to (and including) the date of payment of balance of Purchase Price without the Vendor's prior written consent, the Tenderer shall not be entitled to the designated gift(s), financial advantage(s) or benefit(s). Please see paragraph 10 in Part I of Annex A for details.**

**(只適用於公司投標者) 如於支付樓價餘額的日期前 (包括該日期)，投標者的股東結構及／或董事於沒有得到賣方的事先書面同意下有任何變動 (包括減少、增加、取代或更換)，投標者將不會享有指定贈品、財務優惠或利益。詳情請參閱附件 A 第 I 部份的第 10 段。**

*Section 5 – Related Tender(s)(if any) († Please tick as appropriate)*  
第5節–相關投標書（如有）（†請剔適用者）

I/We acknowledge that :-  
本人／我們知悉如下：

- (1) The Vendor may give due consideration to the following in deciding whether to accept the tender(s) in this Tender Document and the Related Tender(s) (as defined below) (if any):  
賣方可對以下事項給予適當考慮以決定是否接納本招標文件及相關投標書(定義見下文) (如有)內的投標書：
- That the tenderer (or together with his/her/their/its related tenderer(s)) has submitted this Tender Document and the Related Tender(s) to **offer to purchase (amongst others) two residential properties on the same floor and in the same tower in the Phase**; and/or  
投標者(或聯同其相關投標者)已遞交本招標文件及多份投標書 / 相關投標書去承投購買 (包括其他)期數內兩個位於相同樓層及相同座數的住宅物業；及/或
  - **Tender Price**; and/or  
**投標價**；及/或
  - Any other considerations which the Vendor may take into account.  
任何其他賣方可加入的考慮。
- (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.  
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。

For the purpose of this Section, “**Related Tenderer**” refers to:”  
就本節而言，「**關聯投標者**」指：

<i>Category</i> 類別	<i>Tenderer</i> 投標者	<i>Related Tenderer</i> 關聯投標者	<i>Relationship</i> 關係
Category 1	Individual 個人	Individual 個人	The Related Tenderer is the Tenderer or the close relative# of the Tenderer (or all of the Tenderers) 關聯投標者為投標者或投標者(或所有投標者)的近親#
Category 2	Individual 個人	Company 公司	All the shareholder(s) of the Related Tenderer is(are) the Tenderer and/or the close relative# of the Tenderer 關聯投標者的所有股東為投標者及/ 或投標者的近親#
Category 3	Company 公司	Individual 個人	The Related Tenderer or the close relative# of the Related Tenderer is a shareholder of the Tenderer 關聯投標者或關聯投標者的近親#為投標者的股東
Category 4	Company 公司	Company 公司	All the shareholders of the Related Tenderer are the shareholders of the Tenderer and/or the close relative# of the shareholders of the Tenderer 關聯投標者的所有股東為投標者的股東及/ 或投標者的股東的近親#

# “close relative” refers to spouse, parents (or spouse’s parents), children, brothers, sisters, grandparents or grandchildren.

# 「近親」指配偶、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。

I/We confirm that I/we and my/our Related Tenderer(s) have, at the same time of submitting this Tender Document, submitted separate Offer Form(s) as **set out** in the table below (“**Related Tender(s)**”).

本人／我們確認在遞交本招標文件的同時本人／我們及本人／我們的關聯投標者已遞交於下表列出的個別的要約表格（「**相關投標書**」）。

I/We **enclose** herewith documentary proof (e.g. ID card, birth certificate, marriage certificate, register of shareholders etc.) to prove my/our relationship with the Related Tenderer(s) for the Vendor’s consideration.

本人／我們**附上**證明文件（例如：身份證、出世紙、結婚證書、股東登記冊等）以證明本人／我們與關聯投標者的關係供賣方考慮。

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

本人／我們遞交本投標書的前提為本人／我們僅願賣方接受本投標書或相關投標書**其中的一個投標書**。本人／我們明白若賣方接受本人／我們的本投標書及相關投標書任何其中的一個投標書，其他的投標書將不被理會及不被賣方考慮或接受。本人／我們亦確認、同意及接受賣方有唯一酌情權去決定投標者是否關聯投標者及賣方決定之投標結果為最終的，而本人／我們不得就此提出任何申索或反對。

	Tower 座數	Floor 樓層	Unit 單位	Name of Related Tenderer 關聯投標者名稱	Relationship with the Tenderer 與投標者的關係 (please <b>circle</b> the relevant category) (請 <b>圈出</b> 相關類別)
1.					Category: 1 / 2 / 3 / 4 類別: 1 / 2 / 3 / 4
2.					Category: 1 / 2 / 3 / 4 類別: 1 / 2 / 3 / 4

*(NOTE: The Tenderer and the Related Tenderer(s) are not allowed to submit more than one (1) tender in respect of the same residential property.)*

(註：投標者及關聯投標者不得就同一個住宅物業遞交超過一(1)份投標書。)

I/We confirm that I/we and my/our Related Tenderer(s) have, at the same time of submitting this Tender Document, submitted separate Offer Form(s) as **set out** in the table below (“**Related Tender(s)**”).

本人／我們確認在遞交本招標文件的同時本人／我們及本人／我們的關聯投標者已遞交於下表列出的個別的要約表格（「**相關投標書**」）。

I/We **enclose** herewith documentary proof (e.g. ID card, birth certificate, marriage certificate, register of shareholders etc.) to prove my/our relationship with the Related Tenderer(s) for the Vendor’s consideration.

本人／我們**附上**證明文件（例如：身份證、出世紙、結婚證書、股東登記冊等）以證明本人／我們與關聯投標者的關係供賣方考慮。

I/We submit this tender on the condition that the Vendor shall not accept this tender unless the Vendor also accepts **ALL the Related Tender(s)** at the same time. I/We also confirm, agree and accept that the Vendor has the sole discretion to determine whether a tenderer is a Related Tenderer and that the

**TENDERER MUST COMPLETE THIS PAGE (IF APPLICABLE)**  
**投標者須填妥本頁（如適用）**

tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

本人／我們遞交本投標書的前提為除非賣方亦同時接受**所有相關投標書**，否則賣方不得接受本投標書。本人／我們亦確認、同意及接受賣方有唯一酌情權去決定投標者是否關聯投標者及賣方決定之投標結果為最終的，而本人／我們不得就此提出任何申索或反對。

	Tower 座數	Floor 樓層	Unit 單位	Name of Related Tenderer 關聯投標者名稱	Relationship with the Tenderer 與投標者的關係 (please <b>circle</b> the relevant category) (請 <b>圈出</b> 相關類別)
1.					Category: 1 / 2 / 3 / 4 類別: 1 / 2 / 3 / 4
2.					Category: 1 / 2 / 3 / 4 類別: 1 / 2 / 3 / 4
3.					Category: 1 / 2 / 3 / 4 類別: 1 / 2 / 3 / 4
4.					Category: 1 / 2 / 3 / 4 類別: 1 / 2 / 3 / 4
5.					Category: 1 / 2 / 3 / 4 類別: 1 / 2 / 3 / 4
6.					Category: 1 / 2 / 3 / 4 類別: 1 / 2 / 3 / 4
7.					Category: 1 / 2 / 3 / 4 類別: 1 / 2 / 3 / 4
8.					Category: 1 / 2 / 3 / 4 類別: 1 / 2 / 3 / 4

***(NOTE: The Tenderer and the Related Tenderer(s) are not allowed to submit more than one (1) tender in respect of the same residential property.)***

***(註：投標者及關聯投標者不得就同一個住宅物業遞交超過一(1)份投標書。)***

**Section 6-Intermediary (if any)**  
**第6節-中介人（如有）**

I/We am/are introduced by the following intermediary# to submit this tender :-  
 本人／我們經以下中介人#介紹而遞交本投標書：

*(#Only an intermediary who has been appointed by the Vendor as sales agent should be stated below. Please enquire with the Vendor as to information regarding its sales agent.*  
 #填寫於下方的中介人僅應是經由賣方委託的銷售代理人。請向賣方查詢其銷售代理人的資料。)

Estate agency 公司名稱		Name of sales person 地產代理姓名	
EA Licence No. 地產代理牌照號碼		Contact No. 聯絡電話	

**Declaration regarding intermediary (applicable only if an intermediary is specified above)**  
**關於中介人的聲明（僅於以上有指明中介人時適用）**

I/We declare and confirm as follows:-  
 本人／我們聲明及確認如下：

- (a) 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;  
 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、陳述或承諾，無論在任何情況下賣方無須就中介人所作出的任何協議、陳述或承諾向買方、中介人或任何其他人士負責；
- (b) the Vendor and its staff did not and will not collect directly or indirectly from the Purchaser or the intermediary (i) any fees or commission in addition to the Purchase Price of the Property and administrative fees for amending the Agreement, (ii) any information or (iii) any copy documents. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption; and  
 賣方及其職員並無亦不會直接或間接向買方或中介人收取(i)除該物業樓價及修訂正式合約的行政費外的任何費用或佣金、(ii)任何資料或(iii)任何副本文件。如有任何人士以賣方的僱員或代理人之名義在買方購買該物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報；及
- (c) 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 the Tender Document.  
 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的條款及細則進行。

*Section 7 - Declaration of relationship with the Vendor (\* Please tick as appropriate)*  
第 7 節 – 與賣方關係的聲明 (\*請剔適用者)

I/We [ am/are /  am not/are not] a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap. 621).  
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」。

*(A person is a related party to the Vendor if that person is:*  
(如有以下情況，某人即屬賣方的「有關連人士」：

- (a) *a director of the Vendor, or a parent, spouse or child of such a director;*  
該人是賣方的董事，或該董事的父母、配偶或子女；
- (b) *a manager of the Vendor;*  
該人是賣方的經理；
- (c) *a private company of which such a director, parent, spouse, child or manager is a director or shareholder*  
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) *an associate corporation or holding company of the Vendor;*  
該人是賣方的有聯繫法團或控股公司；
- (e) *a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or*  
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) *a manager of such an associate corporation or holding company.*  
該人是上述有聯繫法團或控股公司的經理。

*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).*

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)。

*Section 8 - Submission checklist*  
**第 8 節 – 遞交清單**

The following documents are submitted together to the Vendor (for details, please see paragraph 2.8 of the Tender Notice):-

以下文件連同本招標文件遞交（詳情見招標公告第 2.8 段）：

1.  **Tender Document with the Offer Form completed, dated and signed**  
已填妥、填上日期及簽署的招標文件及要約表格
2.  **Cashier order(s) and/or cheque(s)**  
銀行本票及／或支票
3.  **Tenderer's identification documents**  
投標者的身份證明文件的複印本
4.  **Intermediary's licence (if applicable)**  
中介人的牌照的複印本（如適用）
5.  **Documentary proof of relationship between Tenderer and Related Tenderer (if applicable)**  
投標者與關聯投標者關係的證明文件（如適用）
6. **Documents in Annex, duly signed and completed by the Tenderer:**  
由投標者填妥並簽署的附件的文件
  - (1)  **Measurements of the Tendered Property (undated)**  
投標物業的量度尺寸（未有填上日期）
  - (2)  **Letter Regarding Operation of Gondola (undated)**  
關於吊船操作的確認書（未有填上日期）
  - (3)  **Acknowledgement Letter Regarding Miscellaneous Matters (undated)**  
關於其他事項的確認書（未有填上日期）
  - (4)  **Personal Information Collection Statement (undated)**  
個人資料收集聲明（未有填上日期）
  - (5)  **(If applicable) SHKP Club Application Form (undated)**  
（如適用）新地會申請表格（未有填上日期）
  - (6)  **Acknowledgement Letter Regarding Viewing of Property (undated)**  
關於參觀本物業的確認信（未有填上日期）
  - (7)  **Acknowledgement Letter Regarding Stamp Duty (undated)**  
關於印花稅的確認書（未有填上日期）
  - (8)  **(If applicable) Letter Regarding Stamp Duty Express, Guarantee and Indemnity by Shareholder(s) of Purchaser and Guarantee and Indemnity by Director(s) of Purchaser (undated)**  
（如適用）關於印花稅直送的信件、買方股東之擔保及彌償及買方董事之擔保及彌償（未有填上日期）
  - (9)  **Acknowledgement Letter Regarding Financing Plans (undated)**  
關於財務計劃的確認信（未有填上日期）
  - (10)  **Acknowledgement Letter Regarding Open Kitchen and Hose Reel (undated)**  
關於開放式廚房及消防喉轆的確認書（未有填上日期）
  - (11)  **(If applicable) Acknowledgement Letter Regarding Assignment of Residential Car Parking Space(s) (undated)**  
（如適用）有關轉讓住宅停車位之確認函（未有填上日期）
  - (12)  **(If applicable) Acknowledgement Letter Regarding Physical State of Residential Car Parking Space(s) (undated)**  
（如適用）有關住宅停車位狀況之確認函（未有填上日期）
  - (13)  **(If applicable) Acknowledgement Letter Regarding Jacuzzi (undated)**  
（如適用）關於按摩池的確認書（未有填上日期）
  - (14)  **Vendor's Information Form (undated)**  
賣方資料表格（未有填上日期）

7. Document(s) to be obtained from the Sales Office, duly completed and signed by the Tenderer:  
由投標者填妥並簽署的於售樓處領取的文件：  
Not applicable  
不適用

**Section 9 - Declaration regarding corporate Tenderer (not applicable to individual Tenderer)**  
**第 9 節 – 關於法團投標者的聲明（不適用於個人投標者）**

We declare and agree as follows:-  
 我們聲明並同意如下：

1. The table below sets out the particulars of all the current directors of the Tenderer and all the current shareholders of the Tenderer as at the date of this Offer Form.  
 在本要約表格的日期之時投標者的所有現任董事的資料及所有現任股東的資料均已列於下表。
2. All the procedures relating to the appointment as the Tenderer's directors have been completed before the date of this Offer Form.  
 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. If we are the successful Tenderer, except with the Vendor's prior written consent, there shall be no change (including any reduction, increase, substitution or replacement) of any of the Tenderer's directors and shareholders for the period from the date of this Offer Form to the date of the Letter of Acceptance.  
 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，投標者的董事及股東均不會有任何改變（包括減少、增加、取代或更換）。
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 and shareholders as set out in the table below.  
 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及股東的資料，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. The Vendor may refuse to sell the Property to the Tenderer if there shall be any breach in the requirements in this Section.  
 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。

<b>Director(s)</b> <b>董事</b>		
	Name 名稱	Hong Kong Identity Card No./Passport No./B.R. No. 香港身份證號碼／護照號碼／商業登記號碼
1.		
2.		
3.		

<b>Shareholder(s)</b> <b>股東</b>		
	Name 名稱	Hong Kong Identity Card No./Passport No./B.R. No. 香港身份證號碼／護照號碼／商業登記號碼
1.		
2.		
3.		

*Section 10 - Signature of the Tenderer and witness*  
第 10 節 – 投標者及見證人的簽署

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

本人／我們，即投標者，已閱讀整份招標文件、附件中的文件及於售樓處領取的文件(如有)，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。

*(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.)*

(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。)

Signed by the Tenderer:  
投標者簽署：

X

Witnessed by:  
見證人簽署：

X

Name of the authorized signatory (if the Tenderer is a company):  
獲授權人士的名稱（如投標者為公司）：

Name of the witness:  
見證人名稱：

Date:  
日期：

[End of Part 3: Offer Form]  
[第 3 部份：要約表格完]  
[End of the Tender Document]  
[招標文件完]

## Annex to Offer Form

### 要約表格附件

*(The Annex does not form part of the Tender Document. The Annex 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 and documents marked with “\*” should be signed and submitted together with the Tender Document if applicable.)*

(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及（如適用）須簽署以下標有“\*”號的文件並連同招標文件一併遞交。)

- (1) Measurements of the Tendered Property#  
投標物業的量度尺寸#
  - (2) Letter Regarding Operation of Gondola#  
關於吊船操作的確認書#
  - (3) Acknowledgement Letter Regarding Miscellaneous Matters#  
關於其他事項的確認書#
  - (4) Personal Information Collection Statement#  
個人資料收集聲明#
  - (5) SHKP Club Application Form\*  
新地會申請表格\*
  - (6) Acknowledgement Letter Regarding Viewing of Property#  
關於參觀本物業的確認信#
  - (7) Acknowledgement Letter Regarding Stamp Duty#  
關於印花稅的確認書#
  - (8) Letter Regarding Stamp Duty Express, Guarantee and Indemnity by Shareholder(s) of Purchaser and Guarantee and Indemnity by Director(s) of Purchaser\*  
關於印花稅直送的信件、買方股東之擔保及彌償及買方董事之擔保及彌償\*
  - (9) Acknowledgement Letter Regarding Financing Plans#  
關於財務計劃的確認信#
  - (10) Acknowledgement Letter Regarding Open Kitchen and Hose Reel#  
關於開放式廚房及消防喉轆的確認書#
  - (11) Acknowledgement Letter Regarding Assignment of Residential Car Parking Space(s) \*  
有關轉讓住宅停車位之確認函\*
  - (12) Acknowledgement Letter Regarding Physical State of Residential Car Parking Space(s) \*  
有關住宅停車位狀況之確認函\*
  - (13) Acknowledgement Letter Regarding Jacuzzi\*  
關於按摩池的確認書\*
  - (14) Vendor's Information Form#  
賣方資料表格#
- A. List of gifts, financial advantage or benefits  
贈品、財務優惠或利益的列表

**Measurements of the Tendered Property**  
**投標物業的量度尺寸**

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Victoria Harbour <sup>^</sup> , Phase 1B (the "Phase") of Victoria Harbour Development (the "Development") 海璇發展項目(「發展項目」)的第 1B 期(「期數」), 海璇 <sup>^</sup>		
Address 地址	133 Java Road, Hong Kong 香港渣華道 133 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. /Passport/ B.R. No. 身份證 /護照/ 商業登記號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

The measurements of the Property are as follows—  
本物業的量度尺寸如下—

- a) the saleable area of the Property is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet of which-  
本物業的實用面積為 \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎，其中—
- \* [ \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet is the floor area of the balcony];  
[ \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎為露台的樓面面積]；
  - \* [ \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet is the floor area of the utility platform];  
[ \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎為工作平台的樓面面積]；
  - \* [ \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet is the floor area of the verandah]; and  
[ \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎為陽台的樓面面積]；及
- b) other measurements are-  
其他量度尺寸為—
- \* [the area of the flat roof is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet];  
[平台的面積為 \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎]；
  - \* [the area of the roof is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet];  
[天台的面積為 \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎]；
  - \* [the area of the stairhood is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet];  
[梯屋的面積為 \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎]；
  - \* [the area of the yard is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet];  
[庭院的面積為 \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎]；
- \* delete where inapplicable  
\* 刪除不適用者

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(s)買方簽署

<sup>^</sup> Towers 1, 2, 3, 5, 5A and 6 (with Tower 4 omitted) of the residential development in the Phase are called "Victoria Harbour".  
<sup>^</sup>期數中住宅發展項目的第 1、2、3、5、5A 及 6 座(不設第四座)稱為「海璇」。

**Letter Regarding Operation of Gondola**  
**關於吊船操作的確認書**

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Victoria Harbour <sup>^</sup> , Phase 1B (the "Phase") of Victoria Harbour Development (the "Development") 海璇發展項目(「發展項目」)的第 1B 期(「期數」), 海璇 <sup>^</sup>		
Address 地址	133 Java Road, Hong Kong 香港渣華道 133 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. /Passport/ B.R. No. 身份證 /護照/ 商業登記號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

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 executed Deed of Mutual Covenant and Management Agreement (the "DMC") in respect of the Development :-  
按照已簽立的發展項目的公契及管理協議(「公契」)的規定：
  - (i) In respect of any roof, flat roof and/or roof terrace forming part of a Residential Unit (as defined in the DMC), the Manager (as defined in the DMC) 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, flat roof and/or roof terrace or the parapet walls of the roof, flat roof and/or roof terrace 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, decorate, 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 (as defined in the DMC) Provided that the use and enjoyment by the Owner (as defined in the DMC) of the Residential Unit shall not be unreasonably affected or prejudiced thereby Provided further that the Manager shall make good any damage caused thereby and ensure that the least disturbance is caused.  
對於構成住宅單位(定義見公契)一部分的任何天台、平台及 / 或天台平台，管理人(定義見公契)有權在任何時候按其決定將履帶式伸縮吊臂吊船及 / 或任何吊臂、吊艇架臂、其他設備或管理裝置(在公契統稱為「吊船」，該詞包括所有吊臂、托架、鉸鏈、立柱或其他相關設備)在該天台、平台及 / 或天台平台或天台、平台及 / 或天台平台護牆的上空部分伸展、運作、操作、移動和接近及 / 或進入或局部進入該上空，藉以服務、清潔、加強、保養、維修、翻新、裝飾、改善及 / 或更換發展項目外部的任何部分，以及臨時停留在該上空一段必要期間以便對公用地方及設施(定義見公契)的全部或任何部分進行檢查、重建、維修、翻新、保養、清潔、油漆或裝飾，但不得因此不合理地影響或阻礙該業主(定義見公契)使用及享用住宅單位，以及管理人須修復任何因此造成的損壞和確保將滋擾減至最少。
  - (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, flat roof and/or roof terrace or the parapet walls of the roof, flat roof and/or roof terrace 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, its workmen or contractors 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、佔用人或被許可在屬於其住宅單位的天台、平台及/或天台平台或天台、平台及/或天台平台的護牆上作出任何行為、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、其工人或承辦商於管理及/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), roof terrace(s), balcony(ies) and/or utility platform(s) (if any) and/or the parapet walls of the roof(s), flat roof(s), roof terrace(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、天台平台、露台及/或工作平台(如有)及/或天台、平台、天台平台、露台及/或工作平台的護牆(如有)造成不利影響。

2. 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 / 吾等同意購入本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。
3. The parties do not intend any term of this letter to be enforceable by any person who is not a party to this letter 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.  
雙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。
4. 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

^ Towers 1, 2, 3, 5, 5A and 6 (with Tower 4 omitted) of the residential development in the Phase are called "Victoria Harbour".  
^期數中住宅發展項目的第 1、2、3、5、5A 及 6 座 (不設第四座)稱為「海璇」。

**Acknowledgement Letter Regarding Miscellaneous Matters**  
**關於其他事項的確認書**

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Victoria Harbour <sup>^</sup> , Phase 1B (the <b>"Phase"</b> ) of Victoria Harbour Development (the <b>"Development"</b> ) 海璇發展項目(「發展項目」)的第 1B 期(「期數」), 海璇 <sup>^</sup>		
Address 地址	133 Java Road, Hong Kong 香港渣華道 133 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. /Passport/ B.R. No. 身份證 /護照/ 商業登記號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

1. I/We, the undersigned, hereby acknowledge and accept that I am/we are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that:-  
本人／吾等，下方簽署人，特此確認及接受，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) General lighting will be provided on 2/F (P/F) of the Phase. The illumination of such lighting system may have impact on individual residential units.  
期數之 2 樓（平台）會裝設照明系統以供期數的照明。該等照明系統的照明對個別住宅單位可能造成影響。
  - (b) Outdoor floodlights at the residents' clubhouse swimming pool may be turned on. The illumination of the floodlights may have impact on individual residential units.  
住客會所游泳池的室外泛光燈可能開啟。泛光燈之燈光對個別住宅單位可能造成影響。
  - (c) There are exposed pipes mounted at part of the flat roof of the residential units on 3/F (lowest residential floor) of each tower in the Phase.  
期數內的每座大廈的 3 樓（最低住宅樓層水平）的住宅單位的平台上裝設有外露喉管。
  - (d) The owners shall maintain all ducts and pipes (whether located inside or outside the Property) serving exclusively the Property at his own costs and expenses.  
擁有人須自費保養專為本物業服務的所有管道及喉管（不論是位於本物業之內或之外）。
    - (i) The outdoor units of the split-type air-conditioning units of the Property (the **"Outdoor Units"**) are owned by the owner of the Property served by them and the owner of the Property has the obligation to repair and maintain the Outdoor Units at his own costs and expenses.  
本物業之分體式冷氣機的室外機（「該室外機」）是由本物業之業主所擁有，且本物業業主有責任自費修理及保養該室外機。
    - (ii) The maintenance of the Outdoor Units may require the erection and use of scaffoldings at the Common Areas and Facilities (as defined in the Deed of Mutual Covenant and Management Agreement of the Development (the **"DMC"**)) of the Phase, or where scaffolding is not practicable, the use of gondola. The erection and use of scaffoldings and the use of gondola are subject to the provisions of the DMC and the House Rules (as defined in the DMC) and the prior written approval of the Manager (as defined in the DMC) and such charges and fees as may be imposed by the Manager.  
保養該室外機有可能需於期數內的公用地方及設施（定義見發展項目的大廈公共契約及管理合約（「該公契」））搭建及使用棚架，或當棚架不可行時，使用吊船。棚架的搭建及使用以及吊船的使用須依照該公契及大廈守則（定義見該公契）之規定，並且須獲管理人（定義見該公契）事先書面同意，業主同時須向管理人支付所徵收的收費與費用。
    - (iii) If the use of the gondola is approved by the Manager, the owner shall engage the contractor approved by the Manager for the purpose (the **"Approved Contractor"**) and pay the fees required by the Approved Contractor.  
若吊船的使用獲管理人批准，擁有人將須僱用獲管理人批准的承包商（「獲批准承包商」），及須支付獲批准承包商所要求的費用。

- (e) The air-conditioner platform(s) outside some of the residential units will be placed with air-conditioner outdoor unit(s) belonging to that unit and/or other residential units.  
部份住宅物業外的冷氣機平台將會放置屬於其單位及/或其他住宅物業的一部或多部冷氣戶外機。
- (f) Multiple air-conditioner outdoor units will be placed at the common flat roofs of the residential towers.  
住宅大廈的公共平台將會放置多部冷氣戶外機。
- (g) The Manager shall have power to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into all parts of the Development including all parts of any Unit (as defined in the DMC) (including but not limited to the Property) for the purposes of carrying out necessary repairs to any part or parts of the Development or the Common Areas and Facilities (including but not limited to the Common Areas and Facilities on 2/F (P/F), Transfer Plate and 3/F) or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners (as defined in the DMC); Provided That the Manager shall cause as little disturbance as possible and shall forthwith make good at the Manager's own costs and expenses any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors or workmen in the course of exercising the aforesaid rights.  
管理人有權聯同或不聯同工人、承辦商及其他人士在帶同或無帶同設備或器具下於所有合理時間在事先給予合理通知（緊急情況除外）後進入發展項目所有部份，包括任何單位（定義見該公契）（包括但不限於本物業）所有部份，以進行發展項目或公用地方及設施任何部份（包括但不限於2樓（平台）、轉換層及3樓的公用地方及設施）所需之維修或減除任何影響公用地方及設施或其他擁有人（定義見該公契）的危害或滋擾；惟管理人須將引致的騷擾盡可能減至最少，及須立即自行出資補救因而引起之任何損害，又須為管理人及其職員、承辦商或工人在行使上述權利過程中的疏忽、蓄意或刑事作為負責。
- (h) The maintenance personnel and workers may remain on the common flat roofs located adjacent to the residential units of the residential towers during the maintenance and repair of such common flat roofs.  
保養人員及工人在保養及維修位於住宅大廈的住宅單位毗鄰的公用平台期間，可能停留在該等公用平台。
- (i) The use or operation of some of the facilities and/or services may be subject to the consent or permit issued by the relevant Government departments or additional payment. The names of the residents' clubhouse, recreational facilities, landscaped garden and their facilities are promotional names appearing in promotional materials only. Such names will not appear in the DMC, Preliminary Agreement for Sale and Purchase, Agreement for Sale and Purchase, Assignment, or any other title documents.  
部份設施及/或服務的使用或操作可能受制於政府有關部門發出之同意書或許可證，或需額外付款。住客會所、康樂設施、園景花園及其內的設施名稱為推廣名稱，並僅於推廣資料中顯示，將不會在該公契、臨時買賣合約、買賣合約、轉讓契或其他業權契據中顯示。
- (j) Due to the structural and building services design requirement, the false ceiling height (i.e. the height between the underside of any architectural bulkhead and/or false ceiling at the floor which the Property is situated and the top surface of the floor of the Property) of different parts of the Property may vary.  
因應結構及大廈設施設計需要，本物業各部份的假天花高度(即本物業所處樓層之建築假陣及/或假天花底與本物業地台面之高度距離)有差異。
- (k) (If applicable) I am/We are fully aware that, upon completion of the sale and purchase of the Property, the "Furniture" under the Free Furniture Offer will be provided in the Property on locations directed by the Vendor (Please refer to the List of gifts, financial advantage or benefits for details). I/We shall not make any objection to the design, colour or materials of the "Furniture". In particular, the size, design, colour and materials of the cabinet (if any) in each residential property of the Phase of Development may vary and is subject to as-built condition.  
(如適用) 本人／吾等清楚明白賣方將於本物業成交時於本物業內賣方指定位置提供送贈傢俱優惠下的『該傢俱』(詳情見贈品、財務優惠或利益的列表)。本人／吾等就『該傢俱』的設計、顏色或物料均不得提出任何異議。特別是，發展項目日期數各住宅物業內的組合櫃（如有）的大小、設計、顏色及物料均有不同，並以現場收樓狀況為準。
2. 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. 雙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。

3. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge and acceptance 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並接受上述事項。
4. 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。

Signed by the Purchaser(s)買方簽署

^ Towers 1, 2, 3, 5, 5A and 6 (with Tower 4 omitted) of the residential development in the Phase are called "Victoria Harbour".  
^期數中住宅發展項目的第 1、2、3、5、5A 及 6 座 (不設第四座)稱為「海璇」。

**Personal Information Collection Statement**  
**個人資料收集聲明**

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Victoria Harbour <sup>^</sup> , Phase 1B (the "Phase") of Victoria Harbour Development (the "Development") 海璇發展項目(「發展項目」)的第 1B 期(「期數」), 海璇 <sup>^</sup>		
Address 地址	133 Java Road, Hong Kong 香港渣華道 133 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	Floor 樓層	Residential Car Parking Space No.住宅停車位編號	
	B2/F 地庫 2 層		
	B2/F 地庫 2 層		
Purchaser(s) 買方			
I.D. /Passport/ B.R. No. 身份證 /護照/ 商業登記號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

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.

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。

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”.

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」。

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”).

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。

**Purposes for which Your Information may be used**

**閣下資料可能被用作的用途**

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

我們可能不時使用閣下資料作下列一個或多個用途：

- (i) handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;  
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) 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;  
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) 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;  
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) handling your applications or requests for services, products, memberships or benefits;  
處理閣下就服務、產品、會籍或利益的申請或要求;
- (v) facilitating property management and security;  
促進物業管理及保安;

- (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”);  
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) marketing services, properties, property developments, products and other subjects (please see further details in “Use of Your Information in direct marketing” section below);  
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) conducting statistical research and analysis (the outcome of which will not reveal your identity);  
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份）；
- (ix) communicating with you;  
與閣下溝通；
- (x) investigating and handling complaints;  
調查及處理投訴；
- (xi) preventing or detecting illegal or suspicious activities; and  
預防或偵測非法或可疑活動；及
- (xii) making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.  
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。

### **Transfer of Your Information**

#### **轉移閣下資料**

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 to:  
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致：

- (i) any member of the Group;  
集團任何成員；
- (ii) any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;  
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) any agent, contractor or third party service provider who provides administrative, telecommunications, computer or other services to or support the operation of our business;  
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) any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers;  
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) any person involved in your property transaction; and  
閣下物業交易涉及的任何人士；及
- (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.  
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。

### **Use of Your Information in direct marketing**

#### **在直接促銷中使用閣下資料**

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.

(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。

In connection with direct marketing, we intend:

就直接促銷，我們有意：

- (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;  
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) to market the following classes of services and products to you:  
向閣下促銷以下類別的服務及產品：
  - (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;  
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) services and products offered by us, other members of the Group or JV Companies (including real estate agency services, credit facilities and financial services);  
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) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us, other members of the Group or JV Companies; and  
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) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;  
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) 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.  
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。

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.

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。

#### **Access to and correction of Your Information**

##### **查閱及改正閣下資料**

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.

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。

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.

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。

\*\*\*

I/We have read and I/we understand this Personal Information Collection Statement, including the information about the use and transfer of my/our personal data for direct marketing. I/We understand that I/we have the right to opt out from such use or transfer by ticking (✓) the box(es) below. If I/we 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/our 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

本人／我們已閱讀及明白本個人資料收集聲明，包括使用及轉移本人／我們的個人資料作直接促銷用途有關的資訊。本人／我們明白本人／我們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／我們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／我們的個人資料或將本人／我們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。

- Please do NOT send direct marketing information to me/us.  
請不要向本人／我們發送直接促銷資訊。
- Please do NOT provide my/our personal data to other persons for their use in direct marketing.  
請不要將本人／我們的個人資料提供予其他人士以供其在直接促銷中使用。

Signed by the Purchaser(s) 買方簽署

^ Towers 1, 2, 3, 5, 5A and 6 (with Tower 4 omitted) of the residential development in the Phase are called "Victoria Harbour".

^ 期數中住宅發展項目的第 1、2、3、5、5A 及 6 座（不設第四座）稱為「海璇」。





**Acknowledgement Letter Regarding Viewing of Property**  
**關於參觀本物業的確認信**

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Victoria Harbour <sup>^</sup> , Phase 1B (the "Phase") of Victoria Harbour Development (the "Development") 海璇發展項目(「發展項目」)的第 1B 期(「期數」), 海璇 <sup>^</sup>		
Address 地址	133 Java Road, Hong Kong 香港渣華道 133 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. /Passport/ B.R. No. 身份證 /護照/ 商業登記號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

1. Viewing of the Property  
參觀本物業

**Applicable to all units (except Flat A on 20/F of Tower 5 and Flat B on 20/F of Tower 5)**  
**適用於所有單位(第 5 座 20 樓 A 單位及第 5 座 20 樓 B 單位除外)**

- I/We hereby confirm and acknowledge that before signing of the Preliminary Agreement for Sale and Purchase ("Preliminary Agreement") or submitting the tender document of the Property ("Tender Document"), the Vendor has made the Property available for viewing by me/us:  
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」)或遞交本物業的招標文件(「招標文件」)之前,賣方已開放本物業供本人/我們參觀:
- and I/we have viewed the Property on or before the date of this acknowledgement letter.  
且本人/我們已於此確認書的日期當日或之前參觀過本物業。

**OR 或**

- but after due consideration and out of my/our own free will and choice I/we decided not to view the Property prior to my/our signing of the Preliminary Agreement.  
但經充份考慮後本人/我們自主選擇決定於簽署臨時合約之前不參觀本物業。

I/We hereby confirm and acknowledge that I am/we are fully aware that after my/our signing of the Preliminary Agreement or submitting the Tender Document, the Property will continue to be made available for viewing by potential purchasers of other properties in the Phase of Development until my/our completion of the sale and purchase of the Property. I/We agree that I/we shall not make any objection to the same.  
本人/我們謹此知悉及確認,在本人/我們簽署臨時合約或遞交招標文件之後,本物業將會繼續開放供發展項目期數其他物業之有興趣買家參觀直至本人/我們完成本物業的買賣。本人/我們同意本人/我們不得對此提出任何異議。

I/We hereby confirm and acknowledge that before the signing of the Preliminary Agreement, the Vendor is deemed to have complied with Division 5 of Part 2 of the Residential Properties (First-hand Sales) Ordinance regarding the requirements for viewing of property in completed phase.

本人/我們謹此確認及知悉在簽署臨時合約之前,賣方視為已符合《一手住宅物業銷售條例》第 2 部第 5 分部有關參觀已落成期數中的物業之要求。

The parties do not intend any term of this letter to be enforceable 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.

雙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。

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

^ Towers 1, 2, 3, 5, 5A and 6 (with Tower 4 omitted) of the residential development in the Phase are called "Victoria Harbour".  
^ 期數中住宅發展項目的第 1、2、3、5、5A 及 6 座 (不設第四座) 稱為「海璇」。

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

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Victoria Harbour <sup>^</sup> , Phase 1B (the "Phase") of Victoria Harbour Development (the "Development") 海璇發展項目(「發展項目」)的第 1B 期(「期數」), 海璇 <sup>^</sup>		
Address 地址	133 Java Road, Hong Kong 香港渣華道 133 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	Floor 樓層	Residential Car Parking Space No.住宅停車位編號	
	B2/F 地庫 2 層		
	B2/F 地庫 2 層		
Purchaser(s) 買方			
I.D. /Passport/ B.R. No. 身份證 /護照/ 商業登記號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

I/We, the undersigned, hereby confirm and acknowledge that I am/we are 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:

本人/吾等, 下方簽署人, 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, 本人/吾等已獲悉以下事項及其影響:

**Raising the maximum value of properties chargeable to a stamp duty of \$100**  
**調高 100 元印花稅適用的物業價值上限**

1. The Government announced that the Stamp Duty Ordinance would be amended to adjust the maximum property value to which the fixed stamp duty of \$100 applies to \$4 million. The Government will introduce the Stamp Duty (Amendment) Bill 2025 (the "Bill") into the Legislative Council to take forward the proposed adjustment. The Chief Executive has also made the Public Revenue Protection (Stamp Duty) Order 2025 under the Public Revenue Protection Ordinance (Cap. 120) to give full force and effect of law to the Bill before its enactment. Subject to the eventual enactment of the Bill, the new value bands will be applicable to any instrument executed on or after 26 February 2025 for the sale and purchase or transfer of residential or non-residential property.

政府宣布將修訂《印花稅條例》，調整適用於定額印花稅 100 元的物業價值上限至 4 百萬元。政府將向立法會提交《2025 年印花稅(修訂)條例草案》(《條例草案》)以落實該建議。行政長官亦已根據《公共收入保障條例》(第 120 章)作出《2025 年公共收入保障(印花稅)令》，使《條例草案》在制定成法律前具有十足法律效力。在《條例草案》最終獲立法會通過的前提下，新稅階適用於任何在 2025 年 2 月 26 日或之後所簽立以買賣或轉讓住宅或非住宅物業的交易文書。

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

2. 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

3. 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。
4. For details of the stamp duty, please browse the Inland Revenue Department website ([www.ird.gov.hk](http://www.ird.gov.hk)).  
有關印花稅詳情，請瀏覽稅務局網頁 ([www.ird.gov.hk](http://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

5. The Purchaser undertakes to deliver and shall procure the Purchaser’s solicitors to deliver to the Vendor’s solicitors within 1 month from the date of the Agreement for Sale and Purchase, a certified true copy of the Agreement for Sale and Purchase duly stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.  
在買賣合約訂立之日起 1 個月內，買方承諾向賣方律師交付並促使其律師向賣方律師交付一份已加蓋應付印花稅之買賣合約的認證副本，或印花證明書的認證副本，以證明已完全繳付買賣合約之印花稅。

## 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

6. 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

7. 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／吾等確認及知悉，若本人／吾等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。
8. 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.  
本確認書不構成你們給予本人／吾等任何意見或陳述。本人／吾等明白如有疑問，本人／吾等應徵詢專業人士之意見。
9. 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.  
本確認書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。
10. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.  
如本確認書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

^ Towers 1, 2, 3, 5, 5A and 6 (with Tower 4 omitted) of the residential development in the Phase are called "Victoria Harbour".  
^ 期數中住宅發展項目的第 1、2、3、5、5A 及 6 座 (不設第四座)稱為「海璇」。

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

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Victoria Harbour <sup>^</sup> , Phase 1B (the "Phase") of Victoria Harbour Development (the "Development") 海璇發展項目(「發展項目」)的第1B期(「期數」), 海璇 <sup>^</sup>		
Address 地址	133 Java Road, Hong Kong 香港渣華道 133 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	Floor 樓層	Residential Car Parking Space No.住宅停車位編號	
	B2/F 地庫 2 層		
Purchaser(s) 買方			
I.D. /Passport/ B.R. No. 身份證 /護照/ 商業登記號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

**To: The Purchaser(s)**  
**致：買方**

- We, Choice Win (H.K.) Limited, refer to your purchase of the Property under a preliminary agreement for sale and purchase (the "Preliminary Agreement").  
本公司彩榮(香港)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」)購買本物業一事致函閣下。
- The purpose of this letter is to confirm our offer of "Stamp Duty Express" 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 (please fill in a "✓" at the appropriate box) :-  
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」(請在適用之方格內填寫「✓」號):-  
 (If you are an individual and have selected the "Stamp Duty Express") The amount of the "Stamp Duty Express" shall be equal to 4.25% of the purchase price; or  
(如閣下為個人及已選擇「印花稅直送」)「印花稅直送」金額相當於樓價的 4.25%; 或  
 (If you are a limited company incorporated in Hong Kong with all your shareholder(s) and director(s) being individual(s) (the "Corporate Purchaser")) The amount of the "Stamp Duty Express" shall be equal to 4.25% of the purchase price.  
(如閣下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(以下稱「公司買方」))「印花稅直送」的金額相當於樓價的 4.25%。
- 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：**
  - (Applicable to Corporate Purchaser only) You shall provide, at the same time of signing this letter, Guarantee and Indemnity (each in the form attached to this letter without amendments) signed by all your shareholders and all your directors regarding refund of "Stamp Duty Express" and other matters relating to "Stamp Duty Express".  
(只適用於公司買方) 閣下須在簽署本函時提供由閣下所有股東及所有董事簽署有關退還「印花稅直送」及有關「印花稅直送」的其他事項的擔保及彌償(每份擔保及彌償均以本信件所附的格式及不得作出修改)。
  - 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」）。

- (c) 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。

- (d) 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。

- (iii) (*Applicable to Corporate Purchaser only*) You shall provide the following to the Vendor/ Vendor's solicitors:

（只適用於公司買方）閣下須向賣方或賣方代表律師提供以下文件：

- Register of Directors of the Purchaser as at the date of this letter and as at the date of signing of the Agreement for Sale and Purchase;  
買方的董事登記冊（截止本信件日期及截止簽署買賣合約日期）；
- Register of Shareholders of the Purchaser as at the date of this letter and as at the date of signing of the Agreement for Sale and Purchase; and  
買方的股東登記冊（截止本信件日期及截止簽署買賣合約日期）；及
- Any other documents, confirmation and information as requested by the Vendor to show and prove the number and identity of all of the directors and shareholders of the Purchaser as at the date of this letter and as at the date of signing of the Agreement for Sale and Purchase.  
賣方要求顯示和證明買方董事和股東的數目和身分的任何其他文件、確認和資料（截止本信件日期及截止簽署買賣合約日期）。

- (e) (*Applicable to Corporate Purchaser only*) On the date of payment of balance of purchase price of the Property, you shall provide the following to the Vendor/ Vendor's solicitors:

（只適用於公司買方）於支付本物業樓價餘額的日期，買方須向賣方或賣方代表律師提供以下文件：

- Register of Directors of the Purchaser as at the date of payment of balance of purchase price of the Property;  
買方的董事登記冊（截止支付樓價餘額的日期）；
- Register of Shareholders of the Purchaser as at the date of payment of balance of purchase price of the Property;  
and  
買方的股東登記冊（截止支付樓價餘額的日期）；及
- Any other documents, confirmation and information as requested by the Vendor to show and prove the number and identity of all of the directors and shareholders of the Purchaser as at the date of payment of balance of purchase price of the Property.

賣方要求顯示和證明截至支付樓價餘額的日期買方董事和股東的數目和身分的任何其他文件、確認和資料。

4. (*Applicable to Corporate Purchaser only*) If there are any changes (including any reduction, increase, substitution or replacement) in the shareholder structure and/or the directorship of the Purchaser at any time prior to (and including) the date of payment of balance of purchase price of the Property without the Vendor's prior written consent, the Purchaser shall refund the full amount of the "Stamp Duty Express" to the Vendor forthwith.  
(只適用於公司買方) 如於支付樓價餘額的日期前 (包括該日期)，買方的股東結構及／或董事於沒有得到賣方的事先書面同意下有任何變動 (包括減少、增加、取代或更換)，買方須立即將「印花稅直送」的全額退還給賣方。
5. 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。
6. 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。
7. 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。
8. 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 authorize 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。
9. 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。

10. 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。

11. 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。

12. 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）。

13. 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。

14. 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。

15. 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 Choice Win (H.K.) Limited (彩榮 (香港) 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 letter must be completed. This letter must be signed by ALL of the Purchasers if there are more than one Purchaser(s). If the Purchaser is a corporation, this letter must be signed by its authorized signatory(s) with company chop.

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

^ Towers 1, 2, 3, 5, 5A and 6 (with Tower 4 omitted) of the residential development in the Phase are called "Victoria Harbour".

^期數中住宅發展項目的第 1、2、3、5、5A 及 6 座 (不設第四座)稱為「海璇」。

**Guarantee and Indemnity by Shareholder(s) of Purchaser**  
**買方股東之擔保及彌償**

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Victoria Harbour <sup>^</sup> , Phase 1B (the “Phase”) of Victoria Harbour Development (the “Development”) 海璇發展項目(「發展項目」)的第 1B 期(「期數」), 海璇 <sup>^</sup>		
Address 地址	133 Java Road, Hong Kong 香港渣華道 133 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	Floor 樓層	Residential Car Parking Space No.住宅停車位編號	
	B2/F 地庫 2 層		
	B2/F 地庫 2 層		
Purchaser(s) 買方			
I.D. /Passport/ B.R. No. 身份證 /護照/ 商業登記號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

1. In consideration of the offer of “Stamp Duty Express” by the Vendor to the Purchaser, I/we, the undersigned, being the sole shareholder / all the shareholders of the Purchaser, hereby irrevocably and unconditionally, as primary obligor, undertake(s) and guarantee(s) (collectively the “Guarantee”) as follows:-
- 鑒於賣方向買方提供「印花稅直送」, 本人/我們, 即下方簽署人, 作為買方之唯一股東/所有股東, 在此不可撤銷地及無條件地, 作為主要責任人, 作出以下承諾及擔保 (「擔保」) :-
- (a) I/We shall not, at any time prior to (and including) the date of payment of balance of purchase price of the Property, do any act or cause any act to be done which may cause any change to the shareholder structure of the Purchaser (including any reduction, increase, substitution or replacement) without the Vendor’s prior written consent (the “Prohibited Change”), including but without limitation to:-  
本人/我們, 於支付本物業的樓價餘額的日期前 (包括該日期), 在沒有得到賣方的事先書面同意下, 不可作出任何行為或促使任何行為, 以致可能對買方的股東結構造成任何變動 (包括減少、增加、取代或更換) (「禁止的變更」), 包括但不限於:-
    - (i) transfer of shares (whether among the existing shareholders or otherwise);  
股份轉讓 (不論在現有股東之間或其他); 及
    - (ii) approving allotment of new shares (whether pro rata or not);  
批准新股份的配發(無論是否按比例)。
  - (b) If the Purchaser does not complete the purchase of the Property in accordance with the Agreement for Sale and Purchase, I/we shall procure the Purchaser to refund the full amount of the “Stamp Duty Express” to the Vendor forthwith. In the event that the Purchaser fails to make the refund as aforesaid for whatever reason, I/we, as primary debtor, shall be personally liable to refund the full amount of the “Stamp Duty Express” to the Vendor forthwith, notwithstanding the AVD has not been refunded by the Government.  
如買方沒有按買賣合約完成購買本物業, 本人/我們將促使買方立即退還「印花稅直送」的全額給賣方。如果買方不論任何原因未有如前述作出退款, 本人/我們, 作為主要債務人, 將承擔個人責任立即退還「印花稅直送」的全額給賣方, 即使政府還沒有退還從價印花稅。
  - (c) If any Prohibited Change occurs, I/we shall procure the Purchaser to refund the full amount of the “Stamp Duty Express” to the Vendor forthwith. In the event the Purchaser fails to make the refund as aforesaid, I/we, as primary debtor, shall be personally liable to refund the amount of the “Stamp Duty Express” to the Vendor forthwith.  
如發生任何禁止的變更, 本人/我們將促使買方立即退還「印花稅直送」的全額給賣方。如果買方不論任何原因未有如前述作出退款, 本人/我們, 作為主要債務人, 將承擔個人責任立即退還「印花稅直送」的全額給賣方。

(d) I/we shall indemnify the Vendor and keep the Vendor indemnified against any loss damages demands suits actions proceedings costs and expenses arising out of or directly or indirectly connected with occurrence of any Prohibited Change and any breach of any of the Guarantee herein contained.

本人/我們須彌償賣方，並使賣方免受因任何禁止變更的發生以及任何違反本文所含任何擔保而引起的直接或間接相關的任何損失、損害、要求訴訟、訴訟費用和開支。

2. Where there is more than one shareholder of the Purchaser, all the Guarantee shall be given by all such shareholders on a joint and several basis.

如買方有多於一名股東，所有股東須以共同及各自的方式作出所有擔保。

3. This Guarantee and Indemnity shall be governed by the laws of Hong Kong.

本擔保及彌償受香港法律管轄。

\_\_\_\_\_  
Name of Shareholder:

股東姓名:

I.D./Passport No. :

身份證/護照號碼:

\_\_\_\_\_  
Name of Shareholder:

股東姓名:

I.D./Passport No. :

身份證/護照號碼:

\_\_\_\_\_  
Name of Shareholder:

股東姓名:

I.D./Passport No. :

身份證/護照號碼:

^ Towers 1, 2, 3, 5, 5A and 6 (with Tower 4 omitted) of the residential development in the Phase are called "Victoria Harbour".

^期數中住宅發展項目的第 1、2、3、5、5A 及 6 座 (不設第四座)稱為「海璇」。

**Guarantee and Indemnity by Director(s) of Purchaser**  
**買方董事之擔保及彌償**

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Victoria Harbour <sup>^</sup> , Phase 1B (the "Phase") of Victoria Harbour Development (the "Development") 海璇發展項目(「發展項目」)的第1B期(「期數」),海璇 <sup>^</sup>		
Address 地址	133 Java Road, Hong Kong 香港渣華道 133 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	Floor 樓層	Residential Car Parking Space No.住宅停車位編號	
	B2/F 地庫 2 層		
	B2/F 地庫 2 層		
Purchaser(s) 買方			
I.D. /Passport/ B.R. No. 身份證 /護照/ 商業登記號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

1. In consideration of the offer of “Stamp Duty Express” by the Vendor to the Purchaser, I/we, the undersigned, being the sole director / all the directors of the Purchaser, hereby irrevocably and unconditionally, as primary obligor, undertake(s) and guarantee(s) (collectively the “Guarantee”) as follows:-
- 鑒於賣方向買方提供「印花稅直送」, 本人/我們, 即下方簽署人, 作為買方之唯一董事/所有董事, 在此不可撤銷地及無條件地, 作為主要責任人, 作出以下承諾及擔保(「擔保」):-
- (a) I/We shall not, at any time prior to (and including) the date of payment of balance of purchase price of the Property, do any act or cause any act to be done which may cause any change to the directorship of the Purchaser (including any reduction, increase, substitution or replacement) without the Vendor’s prior written consent (the “Prohibited Change”), including but without limitation to:-
- 本人/我們, 於支付本物業的樓價餘額的日期前(包括該日期), 在沒有得到賣方的事先書面同意下, 不可作出任何行為或促使任何行為, 以致可能對買方的董事造成任何變動(包括任何減少、增加、取代或更換)(「禁止的變更」), 包括但不限於:-
- (i) submit resignation;  
提出請辭;
  - (ii) approving resignation of any of the existing directors;  
批准任何現有董事的請辭;
  - (iii) approving appointment of any new director;  
批准任何新董事的委任;
  - (iv) approving allotment of new shares (whether pro rata or not).  
批准新股份的配發(無論是否按比例)。
- (b) If the Purchaser does not complete the purchase of the Property in accordance with the Agreement for Sale and Purchase, I/we shall procure the Purchaser to refund the full amount of the “Stamp Duty Express” to the Vendor forthwith. In the event that the Purchaser fails to make the refund as aforesaid for whatever reason, I/we, as primary debtor, shall be personally liable to refund the full amount of the “Stamp Duty Express” to the Vendor forthwith, notwithstanding the AVD has not been refunded by the Government.
- 如買方沒有按買賣合約完成購買本物業, 本人/我們將促使買方立即退還「印花稅直送」的全額給賣方。如果買方不論任何原因未有如前述作出退款, 本人/我們, 作為主要債務人, 將承擔個人責任立即退還「印花稅直送」的全額給賣方, 即使政府還沒有退還從價印花稅。

(c) If any Prohibited Change occurs, I/we shall procure the Purchaser to refund the full amount of the "Stamp Duty Express" to the Vendor forthwith. In the event the Purchaser fails to make the refund as aforesaid, I/we, as primary debtor, shall be personally liable to refund the amount of the "Stamp Duty Express" to the Vendor forthwith.

如發生任何禁止的變更，本人/我們將促使買方立即退還「印花稅直送」的全額給賣方。如果買方不論任何原因未有如前述作出退款，本人/我們，作為主要債務人，將承擔個人責任立即退還「印花稅直送」的全額給賣方。

(d) I/we shall indemnify the Vendor and keep the Vendor indemnified against any loss damages demands suits actions proceedings costs and expenses arising out of or directly or indirectly connected with occurrence of any Prohibited Change and any breach of any of the Guarantee herein contained.

本人/我們須彌償賣方，並使賣方免受因任何禁止變更的發生以及任何違反本文所含任何擔保而引起的直接或間接相關的任何損失、損害、要求訴訟、訴訟費用和開支。

2. Where there is more than one director of the Purchaser, all the Guarantee shall be given by all such directors on a joint and several basis.

如買方有多於一名董事，所有董事須以共同及各自的方式作出所有擔保。

3. This Guarantee and Indemnity shall be governed by the laws of Hong Kong.

本擔保及彌償受香港法律管轄。

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Name of Director:  
董事姓名:  
I.D./Passport No. :  
身份證／護照號碼:

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Name of Director:  
董事姓名:  
I.D./Passport No. :  
身份證／護照號碼:

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Name of Director:  
董事姓名:  
I.D./Passport No. :  
身份證／護照號碼:

^ Towers 1, 2, 3, 5, 5A and 6 (with Tower 4 omitted) of the residential development in the Phase are called "Victoria Harbour".  
^期數中住宅發展項目的第1、2、3、5、5A及6座(不設第四座)稱為「海璇」。

Annex 9  
附件 9

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

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Victoria Harbour <sup>^</sup> , Phase 1B (the "Phase") of Victoria Harbour Development (the "Development") 海璇發展項目(「發展項目」)的第 1B 期(「期數」), 海璇 <sup>^</sup>		
Address 地址	133 Java Road, Hong Kong 香港渣華道 133 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	Floor 樓層	Residential Car Parking Space No.住宅停車位編號	
	B2/F 地庫 2 層		
	B2/F 地庫 2 層		
Purchaser(s) 買方			
I.D. /Passport/ B.R. No. 身份證 /護照/ 商業登記號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

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) 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書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 (Honour Finance Company, Limited) 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（忠誠財務有限公司）提供的財務計劃所列的資料文件（「資料文件」）如下：

<b><u>Financing Plan</u></b> <b><u>財務計劃</u></b>	<b><u>Relevant annex of Tender Document</u></b> <b><u>招標文件的相對附件</u></b>
Standby Second Mortgage Loan 備用第二按揭貸款	Annex A.4(a) 附件A.4(a)
Standby First Mortgage Loan 備用第一按揭貸款	Annex A.4(b) 附件A.4(b)
King’s Key 125 King’s Key 125	Annex A.4(c) 附件A.4(c)

Extended Loan  
延續貸款

Annex A.4(d)  
附件A.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者為準；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.

如本確認書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

<sup>^</sup> Towers 1, 2, 3, 5, 5A and 6 (with Tower 4 omitted) of the residential development in the Phase are called "Victoria Harbour".

<sup>^</sup> 期數中住宅發展項目的第 1、2、3、5、5A 及 6 座 (不設第四座) 稱為「海璇」。

## 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:

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

- (a) **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？

**Acknowledgement Letter Regarding Open Kitchen and Hose Reel**

**關於開放式廚房及消防喉轆的確認書**

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Victoria Harbour <sup>^</sup> , Phase 1B (the "Phase") of Victoria Harbour Development (the "Development") 海璇發展項目(「發展項目」)的第 1B 期(「期數」), 海璇 <sup>^</sup>		
Address 地址	133 Java Road, Hong Kong 香港渣華道 133 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. /Passport/ B.R. No. 身份證 /護照/ 商業登記號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

I/We, the undersigned, hereby acknowledge and confirm my/our understanding and acceptance prior to my/our signing of the Preliminary Agreement for Sale and Purchase that :-

本人／吾等，下方簽署人，特此知悉及確認，本人／吾等在簽署臨時買賣合約前明白和接納：

**A. Open Kitchen (the provisions in this Part A are only applicable to property with open kitchen)  
開放式廚房(本 A 部分的條款僅適用於有開放式廚房的物業)**

- I/We shall be responsible for maintenance and annual inspection of the fire service installations within the Property at my/our own costs and expenses.  
本人／吾等將會自費負責保養及每年檢查本物業內的消防裝置。
- I/We shall not remove, tamper or obstruct (i) the sprinkler heads provided to cover the entire open kitchen area of the Property; (ii) the addressable smoke detectors and alarm bells provided at the living area inside the Property; (iii) the addressable smoke detectors provided at the common corridor and lobby outside the Property; and (iv) the FRR Wall (if any) (as defined in the Deed of Mutual Covenant and Management Agreement in respect of the Development and the Sub-Deed of Mutual Covenant and Management Agreement (if any) and the Sub-Sub-Deed of Mutual Covenant (if any)) (collectively the "DMC") of the Property.  
本人／吾等不得拆除、擅自改動或阻礙 (i) 在本物業提供用以覆蓋整個開放式廚房範圍的消防花灑頭；(ii) 在本物業內的客廳範圍提供的定址式消防煙霧偵測器及警鐘；(iii) 在本物業外的公用走廊及大堂提供的定址式消防煙霧偵測器；及 (iv) 本物業的耐火等級牆(如有)(其定義見發展項目的大廈公共契約及管理合約、副公契及管理協議(如有)及分副公契(如有)(統稱「公契」))。
- I/We shall allow the Manager (as defined in the DMC) and the registered fire services installation contractor(s) to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into the Property to carry out (at my/our own cost and expense) maintenance and annual check of the fire service installations.  
本人／吾等須容許管理人(其定義見公契)及註冊消防裝置承辦商在事先給予合理通知(緊急情況除外)後，聯同或不聯同工人、承辦商及其他人士在帶同或無帶同設備及器具下於所有合理時間進入本物業，藉以對消防裝置進行保養及年度檢查(費用及開支由本人／吾等承擔)。
- In the event that I/we part with possession of the Property, I/we shall procure the tenant, licensee or occupier (as the case may be) to comply with the Fire Safety Management Plan (as defined in the DMC), in particular the fire safety provisions set out herein, and make it a condition in the relevant agreement (if any).  
若本人／吾等不再管有本物業時，本人／吾等會促使租客、被許可人或佔用人(視情況而定)遵守消防安全管理計劃(其定義見公契)，尤其是本信件所列的消防安全設施，並將此規定列為相關合同(如有)的一項條件。
- The costs and expenses incurred by the Manager and/or the registered fire service installation contractor(s) for the maintenance and annual inspection of the fire services installations for the Property shall be borne by me/us on demand. For the avoidance of doubt, such annual and regular inspection costs and expenses do not form part of the management fees.

本人／吾等會應要求承擔管理人及／或註冊消防裝置承辦商對本物業的消防裝置進行保養及年度檢查所產生的費用及開支。為免疑問，該年度檢查費用及開支並不構成管理費的一部份。

6. I/We agree 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／吾等同意購入本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。

**B. Hose Reel (the provisions in this Part B are only applicable to property with hose reel)**  
**消防喉轆(本 B 部分的條款僅適用於有消防喉轆的物業)**

1. I/We shall be responsible for maintenance and annual inspection of the hose reel within the Property at my/our own costs and expenses.  
本人／吾等將會自費負責保養及每年檢查本物業內的消防喉轆。
2. I/We shall not remove, tamper or obstruct the hose reel within the Property.  
本人／吾等不得拆除、擅自改動或阻礙本物業內的消防喉轆。
3. I/We shall allow the Manager and the registered fire services installation contractor(s) to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into the Property to carry out (at my/our own cost and expense) maintenance and annual check of the hose reel.  
本人／吾等須容許管理人及註冊消防裝置承辦商在事先給予合理通知（緊急情況除外）後，聯同或不聯同工人、承辦商及其他人士在帶同或無帶同設備及器具下於所有合理時間進入本物業，藉以對消防喉轆進行保養及年度檢查（費用及開支由本人／吾等承擔）。
4. In the event that I/we part with possession of the Property, I/we shall procure the tenant, licensee or occupier (as the case may be) to comply with the provisions set out in this Part B, and make it a condition in the relevant agreement (if any).  
若本人／吾等不再管有本物業時，本人／吾等會促使租客、被許可人或佔用人（視情況而定）遵守本B部分的規定，並將此規定列為相關合同（如有）的一項條件。
5. The costs and expenses incurred by the Manager and/or the registered fire service installation contractor(s) for the maintenance and annual inspection of the hose reel for the Property shall be borne by me/us on demand. For the avoidance of doubt, such annual and regular inspection costs and expenses do not form part of the management fees.  
本人／吾等會應要求承擔管理人及／或註冊消防裝置承辦商對本物業的消防喉轆進行保養及年度檢查所產生的費用及開支。為免疑問，該年度檢查費用及開支並不構成管理費的一部份。
6. I/We agree 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／吾等同意購入本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。

C. **Others**  
**其他**

**TENDERER MUST COMPLETE THIS PAGE (IF APPLICABLE)**  
**投標者須填妥本頁（如適用）**

1. The parties do not intend any term of this letter to be enforceable by any person who is not a party to this letter 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.  
雙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。
2. 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。
3. 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。

Signed by the Purchaser(s) 買方簽署

^ Towers 1, 2, 3, 5, 5A and 6 (with Tower 4 omitted) of the residential development in the Phase are called "Victoria Harbour".  
^期數中住宅發展項目的第 1、2、3、5、5A 及 6 座 (不設第四座)稱為「海璇」。

**Acknowledgement Letter Regarding Assignment of Residential Car Parking Space(s)**  
**有關轉讓住宅停車位之確認函**

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Victoria Harbour <sup>^</sup> , Phase 1B (the " <b>Phase</b> ") of Victoria Harbour Development (the " <b>Development</b> ") 海璇發展項目(「 <b>發展項目</b> 」)的第 1B 期(「 <b>期數</b> 」), 海璇 <sup>^</sup>		
Address 地址	133 Java Road, Hong Kong 香港渣華道 133 號		
Flat 該單位	Tower 座數	Floor 樓層	Flat 單位
Property 本物業	Floor 樓層	Residential Car Parking Space No.住宅停車位編號	
	B2/F 地庫 2 層		
	B2/F 地庫 2 層		
Purchaser(s) 買方			
I.D. /Passport/ B.R. No. 身份證 /護照/ 商業登記號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

The Purchaser hereby confirms and declares as follows:-  
買方謹此確認及聲明如下：

1. Reference is made to the Preliminary Agreement for Sale and Purchase (the "**Preliminary Agreement**") of the Property and the Flat made between the Vendor and the Purchaser.  
本確認書有關於買方與賣方所訂本物業及該單位之臨時買賣合約(「臨時合約」)。
2. The Purchaser acknowledges that before his signing of the Preliminary Agreement, the Purchaser's attention has been drawn to and the Purchaser fully understands that under Special Condition No. (57)(a) of Conditions of Sale No. 20173 (the "**Land Grant**") of Inland Lot No. 9027 (the "Lot") and/or Clause 9(b) in the Third Schedule to the Deed of Mutual Covenant and Management Agreement (the "DMC") of the Development the residential car parking spaces and the residential motor cycle parking spaces provided in the Lot and/or the Development shall not be :  
買方確認於簽署臨時合約前買方曾被要求特別留意而買方亦已完全明白按照內地段第 9027 號(「該地段」)之賣地條款第 20173 號(「批地文件」)特別條款第(57)(a)條及/或該發展項目之大廈公契及管理協議(「公契」)附表三第 9(b)條內之條款該地段及/或該發展項目內提供之住宅停車位及住宅電單車停車位不可：
  - (i) assigned except  
轉讓除非
    - (I) together with undivided shares in the Lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the Lot; or  
連同賦予該地段已建或擬建的建築物中之住宅單位獨有享用及管有權之該地段之不分割業權份數同時一併轉讓；或
    - (II) to a person who is already the owner of undivided shares in the Lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the Lot; or  
該承讓人已經擁有賦予該地段已建或擬建的建築物中之住宅單位獨有享用及管有權之該地段不分割業權份數；或
  - (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the Lot.  
轉租除非租予該地段已建或擬建的建築物中之住宅單位的住戶。

Provided that in any event not more than three in number of the total of the said residential car parking spaces and residential motor cycle parking spaces shall be assigned to the owner or underlet to the resident of any one residential unit in the building or buildings erected or to be erected on the Lot.

但無論如何轉讓予該地段已建或擬建的建築物中之任何一個住宅單位的業主或轉租予該地段已建或擬建的建築物中之任何一個住宅單位的住戶之住宅停車位及住宅電單車停車位總數不得超過三個。

3. The completion of the sale and purchase of the Property and the Flat shall take place simultaneously.  
本物業及該單位的買賣須同時成交。
4. This letter shall take effect and prevail over the terms of the Preliminary Agreement and/or the said formal Agreement for Sale and Purchase of the Property and the Flat and shall not be superseded by any terms or conditions in the Preliminary Agreement or the said formal Agreement for Sale and Purchase to the contrary.  
本函將凌駕於本物業及該單位之臨時合約及/或該正式買賣合約之條款而生效，而且將不會被臨時合約或該正式買賣合約中任何相反條款或條件所取代。
5. The Chinese translation of this letter is for reference purpose only. In case of any disputes, the English version shall prevail.  
本函中文譯本僅供參考，如與英文版本有異，概以英文版本為準。

Signed by the Purchaser(s)買方簽署

^ Towers 1, 2, 3, 5, 5A and 6 (with Tower 4 omitted) of the residential development in the Phase are called "Victoria Harbour".  
^期數中住宅發展項目的第1、2、3、5、5A及6座(不設第四座)稱為「海璇」。

**Acknowledgement Letter Regarding Physical State of Residential Car Parking Space(s)**  
**有關住宅停車位狀況之確認函**

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Victoria Harbour <sup>^</sup> , Phase 1B (the "Phase") of Victoria Harbour Development (the "Development") 海璇發展項目(「發展項目」)的第 1B 期(「期數」), 海璇 <sup>^</sup>		
Address 地址	133 Java Road, Hong Kong 香港渣華道 133 號		
Flat 該單位	Tower 座數	Floor 樓層	Flat 單位
Property 本物業	Floor 樓層	Residential Car Parking Space No.住宅停車位編號	
	B2/F 地庫 2 層		
	B2/F 地庫 2 層		
Purchaser(s) 買方			
I.D. /Passport/ B.R. No. 身份證 /護照/ 商業登記號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

The Purchaser hereby confirms and declares as follows:-  
買方謹此確認及聲明如下：

1. I/We, the undersigned, hereby acknowledge and confirm that I/we have inspected and am/are aware of and fully accept the physical state and condition of the Property and that I/we understand and accept that notwithstanding anything contained in the Preliminary Agreement for Sale and Purchase of the Property, there may exist underneath the Property pipings, drains, cables, wires and/or any other fixtures, fittings or installations not solely serving the Property and there may also exist drainage, channels and/or channel covers within the Property and that no requisition or objection or claim whatsoever shall be made by me/us or be entertained by the Vendor in respect thereof. The Deed of Mutual Covenant and Management Agreement (the "Deed") in respect of the Development provides, inter alia, that the Manager shall have the power to:-  
本人/我們(即下方簽署人)謹此承認及確認, 本人/我們已視察及完全接受本物業之狀況, 並明白及接受即使本物業之臨時買賣合約有其他規定, 本物業下面可能有並非僅供該本物業使用之管道、排水管、電纜、電線及/或任何其他固定裝置、裝配或設備存在, 亦可能有排水管道及/或管道蓋位於本物業範圍內, 本人/我們不得為此提出任何要求、反對或索償, 賣方亦不會接納該等要求、反對或索償。該發展項目之大廈公契及管理合約(「公契」)規定, 管理公司除其他權力外, 亦擁有以下權力：
  - (i) keep all the sewers, drains, watercourses and pipes forming part of the common areas and facilities free and clear from obstructions;  
保持屬於公用地方與設施一部份的所有污水渠、排水渠、水道及水管暢通無淤塞；
  - (ii) prevent unauthorised obstruction of the common areas and facilities and to remove and impound any structure article or thing causing the obstruction;  
禁止任何人士未經許可阻塞公用地方與設施, 並且清理和扣押任何造成阻塞的構築物、物件或物品；
  - (iii) manage and maintain land, areas, structures, facilities or drains or channels whether within or outside the lot the construction and/or maintenance of which is the liability and/or responsibility of all owners under the land grant as successors in title and assignees of the Vendor;  
管理和維修位於地段內外而全體業主根據政府批地書作為產權繼承人及賣方受讓人應承擔責任及/或負責建造及/或維修的土地、地方、構築物、設施或排水渠或渠道；
  - (iv) enter with or without workmen at all reasonable times on prior written reasonable notice (except in the case of emergency) upon all and any parts of the Development including any unit necessary for the purpose of carrying out necessary repairs to any of the fresh or sea water mains and pipes serving the common areas and facilities or to abate

any hazard or nuisance which does or may affect the common areas and facilities or other owners PROVIDED THAT the Manager shall make good any damage caused thereby and ensure that the least disturbance is caused and shall be liable for the negligent, wilful or criminal acts of the Manager, its employees and contractors.

有權在事前發出合理的書面通知(緊急情況除外)後，於所有合理時間獨自或聯同工人進入發展項目所有或任何部份(包括任何單位)，以便進行必要的工程修理公用地方與設施專用的任何食水或鹹水總水管和水管，或紓緩現正或可能影響公用地方與設施或其他業主的危害或滋擾。惟倘工程導致任何損害，管理人必須妥為修葺，同時盡量避免構成滋擾，此外管理人亦須就本身、其僱員及承辦商的疏忽、蓄意或刑事行為承擔責任。

2. The Property is sold on “as is” basis. The Purchaser has been advised by the Vendor to conduct an on-site visit for a better understanding of the Property prior to the date of sale.  
本物業乃以現狀出售。買方已獲賣方建議於出售日前親身到訪現場了解本物業。
3. The Chinese translation of this letter is for reference only. In case of any disputes, the English version shall prevail.  
本函中文譯本僅供參考。如與英文版本有異，概以英文版本為準。

Signed by the Purchaser(s)買方簽署

^ Towers 1, 2, 3, 5, 5A and 6 (with Tower 4 omitted) of the residential development in the Phase are called "Victoria Harbour".  
^期數中住宅發展項目的第 1、2、3、5、5A 及 6 座 (不設第四座)稱為「海璇」。

**Only applicable to the following units:**  
**只適用於下列單位:**

Tower 座數	Floor 樓層	Flat 單位
1	3/F	B
2	3/F	B

Tower 座數	Floor 樓層	Flat 單位
3	3/F	A
3	3/F	B
3	21/F	A
5	3/F	B

Tower 座數	Floor 樓層	Flat 單位
5A	22/F	A

**Acknowledgement Letter Regarding Jacuzzi**  
**關於按摩池的確認書**

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Victoria Harbour <sup>^</sup> , Phase 1B (the "Phase") of Victoria Harbour Development (the "Development") 海璇發展項目(「發展項目」)的第 1B 期(「期數」), 海璇 <sup>^</sup>		
Address 地址	133 Java Road, Hong Kong 香港渣華道 133 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. /Passport/ B.R. No. 身份證 /護照/ 商業登記號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

- I/We, the undersigned, hereby acknowledge and accept that I am/we are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that "flat roof(s) (with jacuzzi, if any)" will be part of the description of the Property appearing in the formal agreement for sale and purchase and assignment of the Property, and there will be **no** Jacuzzi at the flat roof(s) of the Property upon handover.  
本人／吾等，下方簽署人，特此確認及接受，本人／吾等簽署本物業的臨時買賣合約前已清楚明白「平台(連按摩池，如有)」於本物業的正式買賣合約及轉讓契內將為本物業的描述的一部分，及本物業於入伙時將**不會**設有按摩池。
- 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. 雙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。
- I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge and acceptance 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並接受上述事項。
- 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

<sup>^</sup> Towers 1, 2, 3, 5, 5A and 6 (with Tower 4 omitted) of the residential development in the Phase are called "Victoria Harbour".  
<sup>^</sup>期數中住宅發展項目的第 1、2、3、5、5A 及 6 座 (不設第四座)稱為「海璇」。

**Only applicable to the following units:**  
**只適用於下列單位:**

Tower 座數	Floor 樓層	Flat 單位
2	19/F	A
5	21/F	A

**Acknowledgement Letter Regarding Jacuzzi**  
**關於按摩池的確認書**

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Victoria Harbour <sup>^</sup> , Phase 1B (the "Phase") of Victoria Harbour Development (the "Development") 海璇發展項目(「發展項目」)的第 1B 期(「期數」), 海璇 <sup>^</sup>		
Address 地址	133 Java Road, Hong Kong 香港渣華道 133 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. /Passport/ B.R. No. 身份證 /護照/ 商業登記號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

- I/We, the undersigned, hereby acknowledge and accept that I am/we are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that "flat roof(s) (with jacuzzi, if any)" will be part of the description of the Property appearing in the formal agreement for sale and purchase and assignment of the Property, and there will be a Jacuzzi at the flat roof(s) of the Property upon handover.  
本人／吾等，下方簽署人，特此確認及接受，本人／吾等簽署本物業的臨時買賣合約前已清楚明白「平台(連按摩池，如有)」於本物業的正式買賣合約及轉讓契內將為本物業的描述的一部分，及本物業於入伙時將會設有按摩池。
- 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. 雙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。
- I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge and acceptance 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並接受上述事項。
- 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

<sup>^</sup> Towers 1, 2, 3, 5, 5A and 6 (with Tower 4 omitted) of the residential development in the Phase are called "Victoria Harbour".  
<sup>^</sup>期數中住宅發展項目的第 1、2、3、5、5A 及 6 座 (不設第四座)稱為「海璇」。

**Annex 14**  
**附件 14**

**Vendor's Information Form**  
**賣方資料表格**

Vendor 賣方	Choice Win (H.K.) Limited 彩榮(香港)有限公司		
Phase of Development 發展項目期數	Victoria Harbour <sup>^</sup> , Phase 1B (the " <b>Phase</b> ") of Victoria Harbour Development (the " <b>Development</b> ") 海璇發展項目(「 <b>發展項目</b> 」)的第 1B 期(「 <b>期數</b> 」), 海璇 <sup>^</sup>		
Address 地址	133 Java Road, Hong Kong 香港渣華道 133 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方			
I.D. /Passport/ B.R. No. 身份證 /護照/ 商業登記號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

**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 座數	Floor 樓層	Flat 單位	
1	6	A	每月港幣 HK \$10,353 per month
1	18	A	每月港幣 HK \$15,218 per month
1	16	B	每月港幣 HK \$7,644 per month
2	10	A	每月港幣 HK \$10,455 per month
2	19	A	每月港幣 HK \$16,319 per month
2	20	A	每月港幣 HK \$17,033 per month
2	3	B	每月港幣 HK \$10,459 per month
2	5	B	每月港幣 HK \$9,580 per month
2	15	B	每月港幣 HK \$9,580 per month
2	16	B	每月港幣 HK \$9,580 per month
2	18	B	每月港幣 HK \$9,580 per month
5	5	A	每月港幣 HK \$10,473 per month
5	7	A	每月港幣 HK \$10,473 per month
5	16	A	每月港幣 HK \$10,473 per month
5	6	B	每月港幣 HK \$9,727 per month
5	8	B	每月港幣 HK \$9,727 per month
5	9	B	每月港幣 HK \$9,727 per month
5	11	B	每月港幣 HK \$9,727 per month
5	12	B	每月港幣 HK \$9,727 per month

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 座數	Floor 樓層	Flat 單位	
1	6	A	每季港幣 HK \$9,108 per quarter
1	18	A	每季港幣 HK \$16,029 per quarter
1	16	B	每季港幣 HK \$7,272 per quarter
2	10	A	每季港幣 HK \$9,414 per quarter
2	19	A	每季港幣 HK \$17,118 per quarter
2	20	A	每季港幣 HK \$18,306 per quarter
2	3	B	每季港幣 HK \$9,360 per quarter
2	5	B	每季港幣 HK \$7,812 per quarter
2	15	B	每季港幣 HK \$8,685 per quarter
2	16	B	每季港幣 HK \$8,703 per quarter
2	18	B	每季港幣 HK \$8,829 per quarter
5	5	A	每季港幣 HK \$8,406 per quarter
5	7	A	每季港幣 HK \$9,027 per quarter
5	16	A	每季港幣 HK \$9,378 per quarter
5	6	B	每季港幣 HK \$8,334 per quarter
5	8	B	每季港幣 HK \$8,685 per quarter
5	9	B	每季港幣 HK \$8,703 per quarter
5	11	B	每季港幣 HK \$8,838 per quarter
5	12	B	每季港幣 HK \$8,856 per quarter

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

Royal Elite Service Company Limited  
帝譽服務有限公司

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中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

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Signed by the Purchaser(s) 買方簽署

^ Towers 1, 2, 3, 5, 5A and 6 (with Tower 4 omitted) of the residential development in the Phase are called "Victoria Harbour".  
^ 期數中住宅發展項目的第 1、2、3、5、5A 及 6 座 (不設第四座) 稱為「海璇」。

**Annex A**  
**附件 A**

**List of gifts, financial advantage or benefits**  
**贈品、財務優惠或利益的列表**

**Part I**  
**第 I 部份**

1. Depending on the payment plan selected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits of the payment plan will be made available by the Vendor to the Purchaser in connection with the purchase of the Property.  
視乎買方其要約表格所選擇的支付辦法，賣方將就購買該物業向買方提供以下該支付辦法相關的贈品、財務優惠或利益。
2. All capitalised items in this list of gifts, financial advantage or benefits, unless otherwise defined, shall have the meanings ascribed to them in the Tender Document.  
除非本列表另有定義，招標文件中各用語的定義適用於本贈品、財務優惠或利益的列表的用語。
3. The Vendor's offer to provide the gifts, financial advantage or benefits shall be withdrawn if the Preliminary Agreement and the Agreement is/are terminated or cancelled for whatever reason.  
如臨時合約及正式合約因任何原因終止或取消，則賣方提供贈品、財務優惠或利益的協議將無效。
4. 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 first-hand 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.  
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一手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。
5. All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of the Property are offered to first-hand Purchaser only and shall not be transferable. The Vendor has absolute discretion in deciding all relevant matters including but not limited to 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 Purchaser.  
所有就購買該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。
6. 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 of 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.  
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。

7. If the Purchaser wishes to change the selected payment plan or any of the selected discount(s), gift(s), financial advantage(s) or benefit(s) which requires update to the entry(ies) in the Register of Transactions, the Purchaser can apply to the Vendor for such change not earlier than 30 days after the date of the Letter of Acceptance but not later than 10 days before the date of settlement of the balance of the Purchase Price, and pay a handling fee of HK\$10,000 to the Vendor and bear all related solicitor's costs and disbursements (if any). The approval or disapproval of the aforesaid application for change and the conditions (if any) for approval are subject to the availability of the relevant payment plan(s), discount(s), gift(s), financial advantage(s) or benefit(s) and the final decision of the Vendor. If the application for change of payment plan is approved, the Purchase Price may be adjusted by an amount as decided by the Vendor (which shall be rounded down to the nearest hundred).

如買方希望更改已選擇之付款計劃或任何已選擇之折扣、贈品、財務優惠或利益而須更新成交記錄冊內的記錄，買方可於不早於接納書的日期後 30 日但不遲於付清樓價餘額之日前 10 日向賣方提出申請，並須向賣方繳付手續費港幣\$10,000 及承擔有關律師費用及代墊付費用（如有）。對前述更改之申請批准與否及批准申請的條件（如有），視乎有關付款計劃、折扣、贈品、財務優惠或利益的有效性和賣方的最終決定。如更改付款計劃申請獲批，樓價可能作出調整，該調整金額由賣方決定（將以向下捨入方式換算至百位數）。

8. The Vendor's designated financing company (Honour Finance Company, Limited) 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.

賣方的指定財務機構（忠誠財務有限公司）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，無論是促使、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。

9. 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.

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。

10. **(Applicable to corporate Purchaser only)** If there are any changes (including any reduction, increase, substitution or replacement) in the shareholder structure and/or the directorship of the Purchaser at any time prior to (and including) the date of payment of balance of Purchase Price without the Vendor's prior written consent, the Vendor shall be entitled (but not obliged) to in its absolute discretion cancel and/or withdraw **the designated gift(s), financial advantage(s) or benefit(s) (which are stated as such in the relevant annex)** to be made available to the Purchaser in connection with the purchase of a specified residential property in the Phase. In such event, if any of the designated gift(s), financial advantage(s) or benefit(s) being cancelled and/or withdrawn by the Vendor has already been provided or given by the Vendor to the Purchaser, the Purchaser shall return and/or refund such designated gift(s), financial advantage(s) or benefit(s) to the Vendor forthwith. The Purchaser shall not be entitled to any compensation therefor. As a pre-condition of enjoying the designated gift(s), financial advantage(s) or benefit(s), the

Purchaser shall provide documents and information as requested by the Vendor from time to time to show and prove the number and identity of all of the directors and shareholders of the Purchaser and that there has been no change in the shareholder structure and/or the directorship of the Purchaser. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.

(只適用於公司買方) 如於支付樓價餘額的日期前(包括該日期), 買方的股東結構及/或董事於沒有得到賣方的事先書面同意下有任何變動(包括減少、增加、取代或更換), 賣方有絕對酌情權(但無責任)取消及/或撤回就購買該期數指明住宅物業而提供予買方的指定贈品、財務優惠或利益(於相關附件如此表述)。在此情況下, 如賣方取消及/或撤回的指定贈品、財務優惠或利益已由賣方提供或給予買方, 買方須立即將該等指定贈品、財務優惠或利益退回及/或退還賣方。買方不會為此獲得任何補償。作為享有指定贈品、財務優惠或利益的先決條件, 買方須提供賣方不時要求的文件及資料以顯示及證明買方所有董事和股東的數目和身份以及買方的股東結構及/或董事並無變動。如有任何爭議, 賣方之決定為最終並對買方有約束力。

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**(TH1)270 Days Payment Plan****(TH1)270 日付款計劃**

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**1. Stamp Duty Express (the designated gift, financial advantage or benefit)****印花稅直送 (指定贈品、財務優惠或利益)**

Where (a) the Purchaser who is an individual and selects the Stamp Duty Express in the Offer Form; or (b) the Purchaser is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s), the Purchaser shall be eligible for the Stamp Duty Express in an amount equal to 4.25% of the Purchase Price. Otherwise, the Tenderer shall not be eligible for the Stamp Duty Express. Please see Annex A.1 for details.

如(a)買方為個人並於要約表格選擇印花稅直送；或(b)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，買方可享有印花稅直送，印花稅直送的金額相等於樓價的4.25%。否則，投標者不會享有印花稅直送。詳情請參閱附件A.1。

**2. Family Purchase Cash Rebate (the designated gift, financial advantage or benefit)****家庭購買現金回贈 (指定贈品、財務優惠或利益)**

- 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)  
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

The Purchaser who satisfies the conditions as set out in Annex A.2 will be eligible for a cash rebate of (as the case may be) 1.25% of the Purchase Price or 1% of the Purchase Price. Please see Annex A.2 for details.

符合附件 A.2 所列明的條件的買方可獲(視情況而定)樓價 1.25%或樓價 1%的現金回贈。詳情請參閱附件 A.2。

**3. SHKP Club Member Cash Rebate (the designated gift, financial advantage or benefit)****新地會會員現金回贈 (指定贈品、財務優惠或利益)**

- 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)  
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

If the Purchaser is a SHKP Club member (i.e. at least one individual Purchaser (if the Purchaser is a group of individuals) or at least one director of the Purchaser (if the Purchaser is a corporation) is a SHKP Club member on or before the date of settlement of the balance of the Purchase Price), subject to settlement of the balance of the Purchase Price in accordance with the Agreement, the Purchaser shall be entitled to a cash rebate of HK\$10,000.

如買方為新地會會員（即在付清樓價餘額之日或之前，最少一位個人買方（如買方是以個人名義）或最少一位買方之董事（如買方是以公司名義）須為新地會會員），買方在按正式合約付清樓價餘額的情況下，可獲港幣\$10,000現金回贈。

The Purchaser applies to the Vendor in writing for the SHKP Club Member 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 SHKP Club Member Cash Rebate for part payment of the balance of the Purchase Price directly.

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

#### 4. Loan Offer 貸款優惠

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

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：

**(a) Standby Second Mortgage Loan (the designated gift, financial advantage or benefit)**  
備用第二按揭貸款 (指定贈品、財務優惠或利益)

- 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)  
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

The maximum amount of the Standby 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 Standby Second Mortgage Loan shall not exceed 80% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. Please see Annex A.4(a) for details.

備用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）及備用第二按揭貸款總金額不可超過淨樓價的 80%，或應繳付之樓價餘額，以較低者為準。詳情請參閱附件 A.4(a)。

**(b) Standby First Mortgage Loan (the designated gift, financial advantage or benefit)**  
備用第一按揭貸款 (指定贈品、財務優惠或利益)

- 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)  
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

The maximum amount of Standby First Mortgage Loan shall be 80% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. Please see Annex A.4(b) for details.

備用第一按揭貸款的最高金額為淨樓價的 80%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附件 A.4(b)。

**(c) King's Key 125 (the designated gift, financial advantage or benefit)**  
King's Key 125 (指定贈品、財務優惠或利益)

- 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)  
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

Please see Annex A.4(c) for details.

詳情請參閱附件 A.4(c)。

The term “Net Purchase Price” above means the amount of the Purchase Price of the Property after deducting the amount of the Stamp Duty Express (if any) as set out in paragraph 1, the Family Purchase Cash Rebate (if any) as set out in paragraph 2 and the SHKP Club Member Cash Rebate (if any) as set out in paragraph 3.

上文「淨樓價」一詞指該物業之樓價扣除第 1 段所述的印花稅直送的金額（如有）、第 2 段所述的家庭購買現金回贈（如有）及第 3 段所述的新地會會員現金回贈（如有）後的金額。

## 5. First 3 Years Warranty Offer 首 3 年保修優惠

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 the sale and purchase of the Property rectify any defects to the Property. 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。

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; the landscaping and potted plants (if any) and the Furniture (if any) as set out in paragraph 6.

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；園景及盆栽（如有）及第 6 段所述的該傢俱（如有）。

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

首 3 年保修優惠受其他條款及細則約束。

## 6. Free Furniture Offer 送贈傢俱優惠

The Purchaser of the residential property set out in the Table below, 購買列於以下表內住宅物業之買方:-

Tower 1  
第1座

Furniture 傢俱	3/F 3 樓		5/F-12/F, 15/F & 16/F 5 樓至 12 樓， 15 樓及 16 樓		17/F 17 樓	18/F 18 樓
	A	B	A	B	A	A
Cabinet 組合櫃	✓	✓	✓	✓	✓	✓
Bench 長凳	✓	✓	✓	✓	✓	✓
Curtain 窗簾	✓	✓	✓	✓	✓	✓

Tower 2  
第2座

Furniture 傢俱	3/F 3 樓		5/F-12/F, 15/F- 17/F 5 樓至 12 樓， 15 樓至 17 樓	5/F-12/F, 15/F-18/F 5 樓至 12 樓， 15 樓至 18 樓	19/F 19 樓	20/F 20 樓
	A	B	A	B	A	A
Cabinet 組合櫃	✓	✓	✓	✓	✓	✓
Bench 長凳	✓	✓	✓	✓	✓	✓
Curtain 窗簾	✓	✓	✓	✓	✓	✓



賣方或其代表不會就該傢俱作出任何保證、保養或陳述，更不會就其狀況、狀態、品質及性能，及其是否或會否在可運作狀態作出任何保證、保養或陳述。該傢俱將於該物業成交日以成交時之狀況連同該物業交予買方。任何情況下，買方不得就該傢俱提出任何異議或質詢。為免疑問，第5段所述的首3年保修優惠不適用於該傢俱。本優惠受其他條款及細則約束。

**7. This paragraph is intentionally left blank**  
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**8. Offer of Residential Car Parking Space(s)**  
**住宅停車位優惠**

(a) \*The Purchaser of any one residential property set out in Table 1 below shall :-

\*購買列於以下表1內任何一個住宅物業之買方:-

\* Only applicable to Purchaser who does not elect to purchase **any** residential car parking space(s) as part of the Tendered Property under the Offer Form. For the avoidance of doubt, if the Purchaser elects to purchase any residential car parking space(s) as part of the Tendered Property under the Offer Form, no Offer(s) of Residential Car Parking Space(s) will be offered to the Purchaser.

\* 只適用於沒有在要約表格選擇購買任何住宅停車位(作為投標物業的一部分)的買方。為免疑問，如買方在要約表格選擇購買任何住宅停車位(作為投標物業的一部分)，買方不會獲住宅停車位優惠。

Table 1

表1

Tower 座數	Floor 樓層	Flat 單位
Tower 1 第1座	3/F, 5/F-12/F, 15/F & 16/F 3樓、5樓-12樓、15樓及16樓	A
Tower 1 第1座	3/F, 5/F-12/F, 15/F & 16/F 3樓、5樓-12樓、15樓及16樓	B
Tower 2 第2座	3/F, 5/F-12/F, 15/F-17/F 3樓、5樓-12樓、15樓-17樓	A
Tower 2 第2座	3/F, 5/F-12/F, 15/F-18/F 3樓、5樓-12樓、15樓-18樓	B
Tower 3 第3座	3/F, 5/F-12/F, 15/F-20/F 3樓、5樓-12樓、15樓-20樓	A
Tower 3 第3座	3/F, 12/F, 15/F-20/F 3樓、12樓、15樓-20樓	B
Tower 5 第5座	3/F, 5/F-12/F, 15/F-20/F 3樓、5樓-12樓、15樓-20樓	A
Tower 5 第5座	3/F, 5/F-12/F, 15/F-20/F 3樓、5樓-12樓、15樓-20樓	B
Tower 5A 第5A座	22/F 22樓	A

**Priority to Purchase Residential Car Parking Space**

**優先認購住宅停車位**

(if the Purchaser has completed the sale and purchase of the Property)

(如買方已完成該物業的買賣交易)

have a priority to purchase **one** residential car parking space in the Phase or other phase(s) of Victoria Harbour Development in respect of which presale consent(s) has/have been issued by the Director of Lands. Please see Annex A.6(a) for details.

可享有優先認購該期數或海璇發展項目其他(地政總署署長已發出預售樓花同意書的)期數內的一個住宅停車位的權利，詳情請參閱附件A.6(a)。

(b) \*#The Purchaser of any one residential property set out in Table 2 below shall :-

\*#購買列於以下表2內任何一個住宅物業之買方:-

\* Only applicable to (i) Purchaser who does not elect to purchase **any** residential car parking space(s) as part of the Tendered Property under the Offer Form or (ii) Purchaser who elects to purchase **one** residential car parking space as part of the Tendered Property under the Offer Form. For the avoidance of doubt, if the Purchaser elects to purchase **two** residential car parking spaces as part of the Tendered Property under the Offer Form, no Offer(s) of Residential Car Parking Space(s) will be offered to the Purchaser.

\* 只適用於(i)沒有在要約表格選擇購買任何住宅停車位(作為投標物業的一部分)的買方或(ii)在要約表格選擇購買一個住宅停車位(作為投標物業的一部分)的買方。為免疑問，如買方在要約表格選擇購買兩個住宅停車位(作為投標物業的一部分)，買方不會獲住宅停車位優惠。

# If the Purchaser elects to purchase **one** residential car parking space as part of the Tendered Property under the Offer Form, the Purchaser will only have the priority to purchase **one** residential car parking space.

# 如買方在要約表格選擇購買一個住宅停車位(作為投標物業的一部分)，買方僅會享有優先認購一個住宅停車位的權利。

Table 2

表2

Tower 座數	Floor 樓層	Flat 單位
Tower 1 第1座	17/F, 18/F 17樓、18樓	A
Tower 2 第2座	19/F, 20/F 19樓、20樓	A
Tower 3 第3座	21/F, 22/F 21樓、22樓	A
Tower 5 第5座	21/F, 22/F 21樓、22樓	A

### Priority to Purchase Residential Car Parking Space(s)

#### 優先認購住宅停車位

(if the Purchaser has completed the sale and purchase of the Property)

(如買方已完成該物業的買賣交易)

have a priority to purchase **not more than two** residential car parking spaces in the Phase or other phase(s) of Victoria Harbour Development in respect of which presale consent(s) has/have been issued by the Director of Lands. Please see Annex A.6(a) for details.

可享有優先認購該期數或海璇發展項目其他(地政總署署長已發出預售樓花同意書的)期數內的不多於兩個住宅停車位的權利，詳情請參閱附件A.6(a)。

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**(TK1)720 Days (Early Move-in) Payment Plan**  
**(TK1)720 日(提前入住)付款計劃**

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**1. Stamp Duty Express (the designated gift, financial advantage or benefit)**  
**印花稅直送 (指定贈品、財務優惠或利益)**

Where (a) the Purchaser who is an individual and selects the Stamp Duty Express in the Offer Form; or (b) the Purchaser is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s), the Purchaser shall be eligible for the Stamp Duty Express in an amount equal to 4.25% of the Purchase Price. Otherwise, the Tenderer shall not be eligible for the Stamp Duty Express. Please see Annex A.1 for details.

如(a)買方為個人並於要約表格選擇印花稅直送；或(b)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，買方可享有印花稅直送，印花稅直送的金額相等於樓價的4.25%。否則，投標者不會享有印花稅直送。詳情請參閱附件A.1。

**2. Family Purchase Cash Rebate (the designated gift, financial advantage or benefit)**  
**家庭購買現金回贈 (指定贈品、財務優惠或利益)**

- 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)  
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

The Purchaser who satisfies the conditions as set out in Annex A.2 will be eligible for a cash rebate of (as the case may be) 1.25% of the Purchase Price or 1% of the Purchase Price. Please see Annex A.2 for details.

符合附件 A.2 所列明的條件的買方可獲(視情況而定)樓價 1.25%或樓價 1%的現金回贈。詳情請參閱附件 A.2。

**3. SHKP Club Member Cash Rebate (the designated gift, financial advantage or benefit)**  
**新地會會員現金回贈 (指定贈品、財務優惠或利益)**

- 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)  
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

If the Purchaser is a SHKP Club member (i.e. at least one individual Purchaser (if the Purchaser is a group of individuals) or at least one director of the Purchaser (if the Purchaser is a corporation) is a SHKP Club member on or before the date of settlement of the balance of the Purchase Price), subject to settlement of the balance of the Purchase Price in accordance with the Agreement, the Purchaser shall be entitled to a cash rebate of HK\$10,000.

如買方為新地會會員（即在付清樓價餘額之日或之前，最少一位個人買方（如買方是以個人名義）或最少一位買方之董事（如買方是以公司名義）須為新地會會員），買方在按正式合約付清樓價餘額的情況下，可獲港幣\$10,000現金回贈。

The Purchaser applies to the Vendor in writing for the SHKP Club Member 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 SHKP Club Member Cash Rebate for part payment of the balance of the Purchase Price directly.

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

**4. Completion Benefit (the designated gift, financial advantage or benefit)**  
成交優惠 (指定贈品、財務優惠或利益)

- 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)  
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
- (a) 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. 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』)。

Completion Benefit Table  
成交優惠列表

Date of completion of the sale and purchase of the Property 完成該物業的買賣交易日期	Completion Benefit amount 成交優惠金額
Within 270 days after the date of the Letter of Acceptance 接納書的日期後 270 日內  (成交日期不可早於接納書的日期後 270 日) (The date of completion shall not be earlier than 270 days after the date of the Letter of Acceptance)	3% of the Purchase Price 樓價 3%
Within the period from 271 days to 360 days after the date of the Letter of Acceptance 接納書的日期後 271 日至 360 日期間內	2.5% of the Purchase Price 樓價 2.5%
Within the period from 361 days to 540 days after the date of the Letter of Acceptance 接納書的日期後 361 日至 540 日期間內	1.5% of the Purchase Price 樓價 1.5%

- (b) 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. 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。
- (c) If the last day of any period as set out in the paragraph 4(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. 如上述第 4(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。

## 5. Early Move-in Offer (the designated gift, financial advantage or benefit)

提前入住優惠 (指定贈品、財務優惠或利益)

- **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)**  
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
- **If the Purchaser has utilized the Early Move-in Offer, then the Purchaser shall not be entitled to the Standby First Mortgage Loan as set out in paragraph 6(b) and the King's Key 125 as set out in paragraph 6(c).**  
如買方已使用提前入住優惠，買方不會享有第 6(b)段所述的備用第一按揭貸款及第 6(c)段所述的 King's Key 125。

Subject to the conditions precedent as set out in paragraph (I) of Annex A.3 being satisfied by the Purchaser, the Vendor may grant a licence to the Purchaser to occupy the Property as a licensee until the date of completion of sale and purchase of the Property as specified in the Agreement or the actual completion date of sale and purchase of the Property, whichever is the earlier. Please see Annex A.3 for details.

在買方滿足附件 A.3 的第(I)段所列明的先決條件的前提下，賣方可給予買方許可證以准許買方以許可人的身份佔用該物業直至正式合約內訂明的完成該物業之買賣交易日或實際完成該物業之買賣交易日，以較早日期為準。詳情請參閱附件 A.3。

## 6. Loan Offer

貸款優惠

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

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：

### (a) Standby Second Mortgage Loan (the designated gift, financial advantage or benefit) 備用第二按揭貸款 (指定贈品、財務優惠或利益)

- **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)**  
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

The maximum amount of the Standby 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 Standby Second Mortgage Loan shall not exceed 80% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. Please see Annex A.4(a) for details.

備用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）及備用第二按揭貸款總金額不可超過淨樓價的 80%，或應繳付之樓價餘額，以較低者為準。詳情請參閱附件 A.4(a)。

### (b) Standby First Mortgage Loan (the designated gift, financial advantage or benefit) 備用第一按揭貸款 (指定贈品、財務優惠或利益)

- **not applicable to the Purchaser who has utilized the Early Move-in Offer as set out in paragraph 5**  
不適用於已使用第5段所述的提前入住優惠的買方
- **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)**

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

The maximum amount of Standby First Mortgage Loan shall be 80% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. Please see Annex A.4(b) for details.

備用第一按揭貸款的最高金額為淨樓價的 80%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附件 A.4(b)。

**(c) King's Key 125 (the designated gift, financial advantage or benefit)**  
**King's Key 125 (指定贈品、財務優惠或利益)**

- not applicable to the Purchaser who has utilized the Early Move-in Offer as set out in paragraph 5  
不適用於已使用第5段所述的提前入住優惠的買方
- 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)  
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

Please see Annex A.4(c) for details.  
詳情請參閱附件 A.4(c)。

The term "Net Purchase Price" above means the amount of the Purchase Price of the Property after deducting the amount of the Stamp Duty Express (if any) as set out in paragraph 1, the Family Purchase Cash Rebate (if any) as set out in paragraph 2, the SHKP Club Member Cash Rebate (if any) as set out in paragraph 3 and the Completion Benefit (if any) as set out in paragraph 4.

上文『淨樓價』一詞指該物業之樓價扣除第 1 段所述的印花稅直送的金額（如有）、第 2 段所述的家庭購買現金回贈（如有）、第 3 段所述的新地會會員現金回贈（如有）及第 4 段所述的成交優惠（如有）後的金額。

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

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 the sale and purchase of the Property or the date when possession of the Property is delivered to the Purchaser (if the Purchaser has utilized the Early Move-in Offer as set out in paragraph 5) (whichever is earlier) rectify any defects to the Property.

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或該物業的管有權交予買方的日期(如買方已使用第 5 段所述的提前入住優惠)(以較早者計)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。

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; the landscaping and potted plants (if any) and the Furniture (if any) as set out in paragraph 8.

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；園景及盆栽（如有）及第 8 段所述的該傢俱（如有）。

The First 3 Years Warranty Offer is subject to other terms and conditions.  
首 3 年保修優惠受其他條款及細則約束。

**8. Free Furniture Offer**  
送贈傢俱優惠

The Purchaser of the residential property set out in the Table below,  
購買列於以下表內住宅物業之買方:-

**Tower 1**  
第1座

Furniture 傢俱	3/F 3樓		5/F-12/F, 15/F & 16/F 5樓至12樓, 15樓及16樓		17/F 17樓	18/F 18樓
	A	B	A	B	A	A
Cabinet 組合櫃	✓	✓	✓	✓	✓	✓
Bench 長凳	✓	✓	✓	✓	✓	✓
Curtain 窗簾	✓	✓	✓	✓	✓	✓

**Tower 2**  
第2座

Furniture 傢俱	3/F 3樓		5/F-12/F, 15/F- 17/F 5樓至12樓, 15樓至17樓	5/F-12/F, 15/F-18/F 5樓至12 樓, 15樓至18樓	19/F 19樓	20/F 20樓
	A	B	A	B	A	A
Cabinet 組合櫃	✓	✓	✓	✓	✓	✓
Bench 長凳	✓	✓	✓	✓	✓	✓
Curtain 窗簾	✓	✓	✓	✓	✓	✓

**Tower 3**  
第3座

Furniture 傢俱	3/F 3樓		5/F-12/F, 15/F-20/F 5樓至12樓, 15樓至20樓		21/F 21樓	22/F 22樓
	A	B	A	B	A	A
Cabinet 組合櫃	✓	✓	✓	✓	✓	✓
Bench 長凳	✓	✓	✓	✓	✓	✓
Curtain 窗簾	✓	✓	✓	✓	✓	✓

**Tower 5**  
第5座

Furniture 傢俱	3/F 3樓		5/F-12/F, 15/F-19/F 5樓至12樓, 15樓至19樓		21/F 21樓	22/F 22樓
	A	B	A	B	A	A
Cabinet 組合櫃	✓	✓	✓	✓	✓	✓
Bench 長凳	✓	✓	✓	✓	✓	✓
Curtain 窗簾	✓	✓	✓	✓	✓	✓

Tower 5A  
第5A座

Furniture 傢俱	3/F 3樓						5/F-12/F, 15/F-20/F 5樓至12樓, 15樓至20樓					
	A	B	C	D	E	F	A	B	C	D	E	F
Cabinet 組合櫃	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Curtain 窗簾	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Tower 5A  
第5A座

Furniture 傢俱	21/F 21樓					22/F 22樓			
	A	B	D	E	F	A	D	E	F
Cabinet 組合櫃	✓	✓	✓	✓	✓	✓	✓	✓	✓
Curtain 窗簾	✓	✓	✓	✓	✓	✓	✓	✓	✓

will be provided with the furniture of the relevant residential Property set out above free of charge at location(s) directed by the Vendor (the "Furniture").

可免費獲贈上述之相關住宅物業之賣方指定位置提供的傢俱(「該傢俱」)。

No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect regarding the Furniture. In particular, no warranty, maintenance or representation whatsoever is given as to the condition, state, quality or fitness of any of the Furniture or as to whether any of the Furniture is or will be in working condition. The Furniture will be delivered to the Purchaser upon completion of the sale and purchase of the Property in such condition as at completion together with the Property. In any event, no objection or requisitions whatsoever shall be raised by the Purchaser in respect of the Furniture. For the avoidance of doubt, the First 3 Years Warranty Offer as set out in paragraph 7 does not apply to the Furniture. This offer is subject to other terms and conditions.

賣方或其代表不會就該傢俱作出任何保證、保養或陳述，更不會就其狀況、狀態、品質及性能，及其是否或會否在可運作狀態作出任何保證、保養或陳述。該傢俱將於該物業成交日以成交時之狀況連同該物業交予買方。任何情況下，買方不得就該傢俱提出任何異議或質詢。為免疑問，第7段所述的首3年保修優惠不適用於該傢俱。本優惠受其他條款及細則約束。

9. **This paragraph is intentionally left blank**  
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10. **Offer of Residential Car Parking Space(s)**  
住宅停車位優惠

(a) \*The Purchaser of any one residential property set out in Table 1 below shall :-

\*購買列於以下表1內任何一個住宅物業之買方:-

\* Only applicable to Purchaser who does not elect to purchase **any** residential car parking space(s) as part of the Tendered Property under the Offer Form. For the avoidance of doubt, if the Purchaser elects to purchase any residential car parking space(s) as part of the Tendered Property under the Offer Form, no Offer(s) of Residential Car Parking Space(s) will be offered to the Purchaser.

\* 只適用於沒有在要約表格選擇購買任何住宅停車位(作為投標物業的一部分)的買方。為免疑問，如買方在要約表格選擇購買任何住宅停車位(作為投標物業的一部分)，買方不會獲住宅停車位優惠。

Table 1  
表1

Tower 座數	Floor 樓層	Flat 單位
Tower 1 第1座	3/F, 5/F-12/F, 15/F & 16/F 3樓、5樓-12樓、15樓及16樓	A
Tower 1 第1座	3/F, 5/F-12/F, 15/F & 16/F 3樓、5樓-12樓、15樓及16樓	B
Tower 2 第2座	3/F, 5/F-12/F, 15/F-17/F 3樓、5樓-12樓、15樓-17樓	A
Tower 2 第2座	3/F, 5/F-12/F, 15/F-18/F 3樓、5樓-12樓、15樓-18樓	B
Tower 3 第3座	3/F, 5/F-12/F, 15/F-20/F 3樓、5樓-12樓、15樓-20樓	A
Tower 3 第3座	3/F, 12/F, 15/F-20/F 3樓、12樓、15樓-20樓	B
Tower 5 第5座	3/F, 5/F-12/F, 15/F-20/F 3樓、5樓-12樓、15樓-20樓	A
Tower 5 第5座	3/F, 5/F-12/F, 15/F-20/F 3樓、5樓-12樓、15樓-20樓	B
Tower 5A 第5A座	22/F 22樓	A

(i) **Priority to Purchase Residential Car Parking Space**

**優先認購住宅停車位**

(if the Purchaser has completed the sale and purchase of the Property)

(如買方已完成該物業的買賣交易)

have a priority to purchase **one** residential car parking space in the Phase or other phase(s) of Victoria Harbour Development in respect of which presale consent(s) has/have been issued by the Director of Lands. Please see Annex A.6(a) for details; and

可享有優先認購該期數或海璇發展項目其他(地政總署署長已發出預售樓花同意書的)期數內的一個住宅停車位的權利，詳情請參閱附件A.6(a)；及

(ii) **Option to Licence Residential Car Parking Space**

**使用住宅停車位的選擇權**

(if the Purchaser has not yet completed the sale and purchase of the Property but has utilized the Early Move-in Offer as set out in paragraph 5)

(如買方未完成該物業的買賣交易但已使用第5段所述的提前入住優惠)

be granted an option to take a licence of **one** residential car parking space in the Phase or other phase(s) of Victoria Harbour Development as the Vendor may allocate from time to time. Please see Annex A.6(b) for details.

可享有獲許可使用該期數或海璇發展項目其他期數內的一個賣方不時編配的住宅停車位的選擇權，詳情請參閱附件A.6(b)。

(b) \*#The Purchaser of any one residential property set out in Table 2 below shall :-

\*#購買列於以下表2內任何一個住宅物業之買方:-

\* Only applicable to (i) Purchaser who does not elect to purchase **any** residential car parking space(s) as part of the Tendered Property under the Offer Form or (ii) Purchaser who elects to purchase **one** residential car parking space as part of the Tendered Property under the Offer Form. For the avoidance of doubt, if the Purchaser elects to purchase **two** residential car parking spaces as part of the Tendered Property under the Offer Form, no Offer(s) of Residential Car Parking Space(s) will be offered to the Purchaser.

\* 只適用於(i)沒有在要約表格選擇購買任何住宅停車位(作為投標物業的一部分)的買方或(ii)

在要約表格選擇購買一個住宅停車位(作為投標物業的一部分)的買方。為免疑問，如買方在要約表格選擇購買兩個住宅停車位(作為投標物業的一部分)，買方不會獲住宅停車位優惠。

# If the Purchaser elects to purchase **one** residential car parking space as part of the Tendered Property under the Offer Form, the Purchaser will only have the priority to purchase **one** residential car parking space or the option to licence **one** residential car parking space.

# 如買方在要約表格選擇購買一個住宅停車位(作為投標物業的一部分)，買方僅會享有優先認購一個住宅停車位或使用一個住宅停車位的選擇權的權利。

Table 2

表2

Tower 座數	Floor 樓層	Flat 單位
Tower 1 第1座	17/F, 18/F 17樓、18樓	A
Tower 2 第2座	19/F, 20/F 19樓、20樓	A
Tower 3 第3座	21/F, 22/F 21樓、22樓	A
Tower 5 第5座	21/F, 22/F 21樓、22樓	A

(i) **Priority to Purchase Residential Car Parking Space(s)**

**優先認購住宅停車位**

(if the Purchaser has completed the sale and purchase of the Property)

(如買方已完成該物業的買賣交易)

have a priority to purchase **not more than two** residential car parking spaces in the Phase or other phase(s) of Victoria Harbour Development in respect of which presale consent(s) has/have been issued by the Director of Lands. Please see Annex A.6(a) for details; and  
可享有優先認購該期數或海璇發展項目其他(地政總署署長已發出預售樓花同意書的)期數內的不多於兩個住宅停車位的權利，詳情請參閱附件A.6(a)；及

(ii) **Option to Licence Residential Car Parking Space(s)**

**使用住宅停車位的選擇權**

(if the Purchaser has not yet completed the sale and purchase of the Property but has utilized the Early Move-in Offer as set out in paragraph 5)

(如買方未完成該物業的買賣交易但已使用第 5 段所述的提前入住優惠)

be granted an option to take licence(s) of **not more than two** residential car parking spaces in the Phase or other phase(s) of Victoria Harbour Development as the Vendor may allocate from time to time. Please see Annex A.6(b) for details.

可享有獲許可使用該期數或海璇發展項目其他期數內的不多於兩個賣方不時編配的住宅停車位的選擇權，詳情請參閱附件 A.6(b)。

**Annex A.1 Stamp Duty Express (the designated gift, financial advantage or benefit)**  
**附件 A.1 印花稅直送 (指定贈品、財務優惠或利益)**

- **only applicable to (a) the Purchaser who is an individual and selects the Stamp Duty Express in the Offer Form; or (b) the Purchaser who is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)**  
只適用於(a)買方為個人並在要約表格選擇印花稅直送；或(b)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
- (I) Subject to the settlement of the Purchase Price in accordance with the Agreement, the Purchaser shall be eligible for the 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 the Agreement and (where required by the Stamp Duty Ordinance) the preliminary agreement for sale and purchase.  
在買方按正式合約付清樓價的情況下，買方可享有「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。
- (II) 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AVD（或其部份）後：
- 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, 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）直接用於支付該物業的部份樓價餘額。
  - 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) 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 the Purchaser.  
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）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，賣方亦無須向買方代繳任何進一步的印花稅。
- (III) If the Purchaser does not complete the purchase of the Property in accordance with the Agreement, the full amount of the Stamp Duty Express shall be refunded to the Vendor, notwithstanding the AVD has not been refunded by the Government.  
如買方沒有按正式合約完成購買該物業，「印花稅直送」的全額將須退還給賣方，即使政府還沒有退還AVD。
- (IV) If the Purchaser is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s),

如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，

- The Purchaser shall provide the Vendor with details of all shareholders and all directors of the Purchaser as at the date of the Preliminary Agreement, the date of signing of the Agreement and the date of payment of balance of purchase price of the Property.

買方須向賣方提供於臨時合約日期、於簽署正式合約日期及於支付樓價餘額日期當天的所有股東和所有董事的詳細資料。

- All shareholders and all directors of the Purchaser shall provide a guarantee and indemnity (in the form prescribed by the Vendor without amendments) regarding refund of the “Stamp Duty Express” and other matters relating to “Stamp Duty Express” to the Vendor upon signing of the Preliminary Agreement.

於簽署臨時合約之時，買方的所有股東及所有董事須向賣方提供有關退還「印花稅直送」及有關「印花稅直送」的其他事項的擔保及彌償（按賣方規定的格式及不得作出修改）。

- There shall not be any changes (including any reduction, increase, substitution or replacement) in the shareholder structure and/or the directorship of the Purchaser at any time prior to (and including) the date of payment of balance of purchase price of the Property without the Vendor’s prior written consent. If there are any such changes at any time prior to (and including) the date of payment of balance of purchase price of the Property without the Vendor’s prior written consent, the Purchaser shall no longer be eligible for the Stamp Duty Express. The Purchaser shall forthwith refund the full amount of the Stamp Duty Express to the Vendor. The Vendor will also not apply the remaining amount of the Stamp Duty Express (if any) (as a cash rebate) for part payment of the balance of the Purchase Price of the Property directly.

於支付樓價餘額的日期前（包括該日期），買方的股東結構及／或董事於沒有得到賣方的事先書面同意下不得有任何變動（包括減少、增加、取代或更換）。如於樓價餘額的日期前（包括該日期）發生任何此類變動，買方將不再符合資格享有「印花稅直送」，買方須立即將「印花稅直送」的全額退還給賣方。賣方亦不會將「印花稅直送」的剩餘金額（如有）（作為現金回贈）直接用於支付該物業的部份樓價餘額。

- (V) The Vendor’s decision as to whether the Tenderer is a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s) is final and the Tenderer shall not raise any claims or objections in respect thereof.

賣方對投標者是否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的決定為最終的，投標者不得就此提出任何申索或反對。

- (VI) In case of dispute, the Vendor’s determination shall be final and binding on the Purchaser.

若有爭議，賣方的決定為最終決定並對買方具有約束力。

- (VII) The Stamp Duty Express is subject to other terms and conditions.

「印花稅直送」受其他條款及細則約束。

**Annex A.2 Family Purchase Cash Rebate (the designated gift, financial advantage or benefit)**  
**附件 A.2 家庭購買現金回贈 (指定贈品、財務優惠或利益)**

- **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)**  
 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

(I) If the following condition has been satisfied, subject to settlement of the balance of the Purchase Price in accordance with the Agreement, the Purchaser shall be entitled to a Family Purchase Cash Rebate (“Family Purchase Cash Rebate”):

如符合以下條件，買方在按正式合約付清樓價餘額的情況下，可獲家庭購買現金回贈(『家庭購買現金回贈』)：

- (a) the Related Purchaser (as defined below) signs an agreement for sale and purchase with the Vendor to purchase another residential property (“Related Property”) of Victoria Harbour Development on or before 31 December 2025, and the Related Purchaser settles the balance of the purchase price of the Related Property thereafter; or  
 關聯買方(定義見下文)於2025年12月31日或之前與賣方簽署買賣合約購買海璇發展項目內的其他住宅物業(『關聯物業』)，及關聯買方其後付清關聯物業的樓價餘額；或

The above-mentioned “Related Purchaser” refers to:

上述『關聯買方』指：

Purchaser 買方	Related Purchaser 關聯買方	Relationship 關係
Individual 個人	Individual 個人	<ul style="list-style-type: none"> <li>• The Related Purchaser is the Purchaser (or any one of the Purchasers) or the close relative* of the Purchaser (or any one of the Purchasers)                      關聯買方為買方(或買方其中一位)或買方(或買方其中一位)的近親*</li> </ul>
Individual 個人	Company 公司	<ul style="list-style-type: none"> <li>• Any one of the shareholders of the Related Purchaser is the Purchaser (or any one of the Purchasers) or the close relative* of the Purchaser (or any one of the Purchasers)                      關聯買方的其中一位股東為買方(或買方其中一位)或買方(或買方其中一位)的近親*</li> </ul>
Company 公司	Individual 個人	<ul style="list-style-type: none"> <li>• The Related Purchaser (or any one of the Related Purchasers) or the close relative* of the Related Purchaser (or any one of the Related Purchasers) is a shareholder of the Purchaser                      關聯買方(或關聯買方其中一位)或關聯買方(或關聯買方其中一位)的近親*為買方的股東</li> </ul>
Company 公司	Company 公司	<ul style="list-style-type: none"> <li>• Any one of the shareholder of the Related Purchaser is the shareholder (or his/her close relative*) of the Purchaser                      關聯買方的其中一位股東為買方的股東(或其近親*)</li> </ul>

\* “close relative” refers to spouse, parents (or spouse’s parents), children, brothers, sisters, grandparents or grandchildren.

\* 『近親』指配偶、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。

- (b) the Related Tenant (as defined below) (1) has signed a formal tenancy agreement (stamped on or before 19 August 2024); or (2) has held a licence granted by the Vendor to occupy another residential property (“Related Rental Property”) of Victoria Harbour Development.

關聯租客(定義見下文) (1)已簽署正式租約(於2024年8月19日或之前蓋印花稅)；或(2)已持有由賣方授予的許可證，租用海璇發展項目內的其他住宅物業(『關聯租用物業』)。

The above-mentioned “Related Tenant” refers to:

上述『關聯租客』指：

Purchaser 買方	Related Tenant 關聯租客	Relationship 關係
Individual 個人	Individual 個人	<ul style="list-style-type: none"> <li>The Related Tenant is the Purchaser (or any one of the Purchasers) or the close relative* of the Purchaser (or any one of the Purchasers)</li> </ul> 關聯租客為買方(或買方其中一位)或買方(或買方其中一位)的近親*
Individual 個人	Company 公司	<ul style="list-style-type: none"> <li>Any one of the shareholders of the Related Tenant is the Purchaser (or any one of the Purchasers) or the close relative* of the Purchaser (or any one of the Purchasers)</li> </ul> 關聯租客的其中一位股東為買方(或買方其中一位)或買方(或買方其中一位)的近親*
Company 公司	Individual 個人	<ul style="list-style-type: none"> <li>The Related Tenant (or any one of the Related Tenants) or the close relative* of the Related Tenant (or any one of the Related Tenants) is a shareholder of the Purchaser</li> </ul> 關聯租客(或關聯租客其中一位)或關聯租客(或關聯租客其中一位)的近親*為買方的股東
Company 公司	Company 公司	<ul style="list-style-type: none"> <li>Any one of the shareholder of the Related Tenant is the shareholder (or his/her close relative*) of the Purchaser</li> </ul> 關聯租客的其中一位股東為買方的股東(或其近親*)

\* “close relative” refers to spouse, parents (or spouse’s parents), children, brothers, sisters, grandparents or grandchildren.

\*『近親』指配偶、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。

- (II) The amount of the Family Purchase Cash Rebate (as the case may be) shall be equal to (if the Property and the Related Property are located on the same floor and in the same tower) 1.25% of the Purchase Price or (other case) 1% of the Purchase Price.

家庭購買現金回贈金額(視情況而定)相等於(如該物業與關聯物業位於相同樓層及相同座數)樓價1.25%或(其他情況)樓價1%。

- (III) (A) For the avoidance of doubt, in relation to the purchase of the Property, the Purchaser shall only be entitled to the Family Purchase Cash Rebate once, regardless of the number of Related Property and/or Related Rental Property. In the event that there is one or more Related Property, the Purchaser is entitled to the Family Purchase Cash Rebate with the highest amount.  
為免疑問，就購買該物業而言，買方只可獲一次家庭購買現金回贈，不論關聯物業及/或關聯租用物業的數目。若有一個或以上的關聯物業，買方可獲得最高金額的家庭購買現金回贈。
- (B) The Vendor’s decision as to whether another residential property of Victoria Harbour Development is a Related Property or Related Rental Property and whether the Related Purchaser or Related Tenant relationship is established is final and the Purchaser shall not raise any claims or objections in respect thereof.  
賣方對海璇發展項目內的其他住宅物業是否為關聯物業或關聯租用物業及關聯買方或關聯租客關係是否成立的決定為最終的，買方不得就此提出任何申索或反對。

(IV) (A) For condition (a) mentioned in paragraph (I) above, if the date of settlement of the balance of the Purchase Price of the Property is after or same as the date of settlement of the balance of purchase price of the Related Property, the Purchaser shall apply to the Vendor in writing for the Family Purchase Cash Rebate at least 30 days before the date of settlement of the balance of the Purchase Price of the Property, and (if applicable) shall provide satisfactory documentary evidence to prove the relationship mentioned in paragraph (I)(a) above. After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the Family Purchase Cash Rebate for part payment of the balance of the Purchase Price of the Property directly.

就上述第(I)段所述之(a)條件而言，如付清該物業樓價餘額之日期後於或與付清關聯物業樓價餘額之日期相同，買方須於付清該物業樓價餘額之日前最少30日，以書面向賣方申請家庭購買現金回贈，並(如適用)須提供令至賣方滿意的書面文件以證明上述第(I)(a)段所述之關係。賣方會於收到申請並證實有關資料無誤後，將家庭購買現金回贈直接用於支付該物業的部份樓價餘額。

(B) For condition (a) mentioned in paragraph (I) above, if the date of settlement of the balance of the Purchase Price of the Property is before the date of settlement of the balance of purchase price of the Related Property, the Purchaser shall apply to the Vendor in writing for the Family Purchase Cash Rebate within 30 days after the date of settlement of the balance of the purchase price of the Related Property, and (if applicable) shall provide satisfactory documentary evidence to prove the relationship mentioned in paragraph (I) (a) above and information of the bank account of the Purchaser. After the Vendor has received the application and duly verified the information to be correct, the Vendor will deposit the Family Purchase Cash Rebate to the bank account of the Purchaser within 90 days after the date of settlement of the balance of the purchase price of the Related Property.

就上述第(I)段所述之(a)條件而言，如付清該物業樓價餘額之日期早於付清關聯物業樓價餘額之日期，買方須於付清關聯物業樓價餘額之日期後30日內，以書面向賣方申請家庭購買現金回贈，並(如適用)須提供令至賣方滿意的書面文件以證明上述第(I)(a)段所述之關係及買方的銀行戶口資料。賣方會於收到申請並證實有關資料無誤後，於付清關聯物業樓價餘額後90日內，將家庭購買現金回贈存入買方的銀行戶口。

(C) For the condition (b) mentioned in paragraph (I) above, the Purchaser shall apply to the Vendor in writing for the Family Purchase Cash Rebate at least 30 days before the date of settlement of the balance of the Purchase Price of the Property, and (if applicable) shall provide satisfactory documentary evidence to prove the relationship and/or the related tenancy agreement mentioned in paragraph (I)(b) above. After the Vendor has received the application and duly verified the information to be correct, the Vendor will apply the Family Purchase Cash Rebate for part payment of the balance of the Purchase Price of the Property directly.

就上述第(I)段所述之(b)條件而言，買方須於付清該物業樓價餘額之日前最少30日，以書面向賣方申請家庭購買現金回贈，並(如適用)須提供令至賣方滿意的書面文件以證明上述第(I)(b)段所述之關係及/或有關租約。賣方會於收到申請並證實有關資料無誤後，將家庭購買現金回贈直接用於支付該物業的部份樓價餘額。

(V) The Family Purchase Cash Rebate is subject to other terms and conditions.  
家庭購買現金回贈受其他條款及細則約束。

**Annex A.3 Early Move-in Offer (the designated gift, financial advantage or benefit)**  
**附件 A.3 提前入住優惠 (指定贈品、財務優惠或利益)**

- **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)**  
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

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

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

(a) the Purchaser shall duly sign and submit an application form for the Early Move-in Offer (the "Application Form") to the Vendor at least 360 days before the date of completion of sale and purchase of the Property as set out in the Agreement but not earlier than 30 days after the Letter of Acceptance; and

買方須於正式合約所訂明的該物業之買賣交易日前最少 360 日，但不可早於接納書的日期後 30 日，向賣方遞交買方已簽妥的 提前入住優惠的申請表格(『申請表格』)；及

(b) the Purchaser has, at the time of submission of the Application Form, paid to the Vendor a non-refundable application fee equivalent to 1% of the Purchase Price. The application fee will become a part of a licence fee upon signing of the Licence Agreement (as defined below) by the Purchaser. For the avoidance of doubt, the application fee is only applied for payment of a part of a licence fee, and shall not be refunded under any circumstance; and

買方已於遞交申請表格時向賣方繳付相等於樓價 1%之不可退還申請手續費。該申請手續費將於買方簽署許可協議(定義見下文)時轉為部分許可證費用。為免疑問，該申請費只會用於支付部分許可證費用，並且在任何情況下均不予退還；及

(c) the Purchaser has signed the Licence Agreement and other required documents in the Vendor's prescribed form and content; and

買方已簽署賣方指定格式及內容之許可協議及其他所需文件；及

(d) the Purchaser has paid to the Vendor not less than (if the Purchaser selects the Stamp Duty Express in the Offer Form) 15% of the Purchase Price or (if the Purchaser does not select the Stamp Duty Express in the Offer Form) 10% of the Purchase Price; and

買方已向賣方繳付不少於(如買方於要約表格選擇印花稅直送)樓價 15%或(如買方於要約表格不選擇印花稅直送)樓價 10%；及

(e) (if the Purchaser is an individual) the Purchaser has paid to the Vendor a non-refundable licence fee equivalent to 5% of the Purchase Price (after deducting the application fee paid, the amount equivalent to 4% of the Purchase Price will be paid) upon signing of the Licence Agreement (irrespective of the length of the licence period); or

(如買方為個人)買方已於簽署許可協議時向賣方繳付相等於樓價 5%之不可退還許可證費用(扣除已繳付的申請手續費後，即繳付相等於樓價 4%的金額)(不論許可期的長短)；或

(if the Purchaser is a company) the Purchaser has paid to the Vendor a non-refundable licence fee equivalent to 10% of the Purchase Price (after deducting the application fee paid, the amount equivalent to 9% of the Purchase Price will be paid) upon signing of the Licence Agreement (irrespective of the length of the licence period); and

(如買方為公司)買方已於簽署許可協議時向賣方繳付相等於樓價 10%之不可退還許可證費用(扣除已繳付的申請手續費後，即繳付相等於樓價 9%的金額)(不論許可期的長短)；及

- (f) the Purchaser has agreed that the licence period shall not commence on a date earlier than 270 days after the date of the Letter of Acceptance (For the avoidance of doubt, the actual move-in date shall be determined by the Purchaser and the Vendor.) and shall end upon the date of completion of sale and purchase of the Property as specified in the Agreement (if applicable, including all revised Agreement and supplemental agreement(s)) or the actual date of completion of the sale and purchase of the Property, whichever is the earlier; and  
買方已同意許可期的首日不可早於接納書的日期後 270 日(為免疑問，實際入住日期須由買方及賣方確定作實。)，而許可期必須在正式合約(如適用，包括所有修改後的正式合約及補充合約)內訂明的完成該物業之買賣交易日或實際完成該物業之買賣交易日終止，以較早日期為準；及
- (g) the Purchaser has agreed to bear all legal costs, expenses and tax (if any) arising from the Licence Agreement; and  
買方已同意負責所有就許可協議而產生的法律費用、開支及稅項(如有)；及
- (h) any other terms and conditions as shall be imposed by the Vendor.  
任何其他由賣方施加的條款及細則。
- (II) The Purchaser shall be responsible for management fees (includes management fee deposit), Government rent and rates, and all other outgoings and expenses of the Property (collectively “Relevant Expenses”) during the licence period.  
在許可期內，買方須負責該物業之管理費(包括管理費按金)、地租、差餉及所有其他雜費(統稱「相關開支」)。
- (III) The Purchaser shall pay all deposits payable in respect of the supply of any utility to the Property and pay all utility charges for the Property during the licence period. For the avoidance of doubt, the utility deposits and utility charges do not form part of the Relevant Expenses.  
在許可期內，買方須支付為該物業提供的任何公用事業服務的所有按金，以及支付該物業之所有公用事業服務收費。為免疑問，公用事業服務的按金及收費並不構成相關開支的一部分。
- (IV) The Purchaser shall not alter the internal layout or partition of the Property or do anything which require or may require amendment(s) of the approved building plans or carry out any works to the Property without the prior written approval of the Vendor during the licence period.  
在許可期內，買方不可改變該物業的內部布局或間隔或作出任何行為而導致經批准的建築圖則須要或可能須要修改或在未有賣方書面批准前對該物業進行任何工程。
- (V) The Purchaser shall at his own costs and expenses effect and maintain during the licence period insurance cover in respect of liability for loss, injury or damage to any person or property whatsoever caused through or by any act, neglect, default or omission of him or any Related Party. The policy of insurance shall be effected with an insurance company nominated or approved by the Vendor and shall provide cover for (i) the Purchaser (ii) the Vendor and (iii) the Manager of the Development and shall be in such amount as the Vendor may specify and shall contain a clause to the effect that the insurance cover thereby effected and the terms and conditions thereof shall not be cancelled, modified or restricted without the prior written consent of the Vendor.  
在許可期內，買方須自費維持和維護因買方或任何相關方之任何行為、疏忽、失責或遺漏而導致的對任何人或財產所造成的損失、傷害或損害的責任保險。保單應由賣方指定或批准的保險公司發出，並應為(i) 買方(ii)賣方和(iii)發展項目的管理人提供保障，賣方可以指定保障金額，並包含一個條款，表明由此產生的保障範圍，未經賣方事先書面同意，不得取消，修改或限制其條款和條件。
- (VI) The Purchaser shall not let, sub-let, licence, sub-licence, share or part with possession or occupation of the Property or any part thereof during the licence period.

在許可期內，買方不可出租、分租、許可、分許可、分享或分開擁有或佔用該物業或其任何部分。

(VII) Upon the termination of the Licence (except upon the completion of the sale and purchase of the Property in accordance with the Agreement (if applicable, including all revised Agreement and supplemental agreement(s)), the Purchaser shall be responsible for and pay the Vendor the costs and expenses to reinstate the Property and the fittings, finishes and appliance as set out in the Agreement and incorporated into the Property to the condition as at the start date of the licence period.

在許可證終止後（按正式合約(如適用，包括所有修改後的正式合約及補充合約)完成該物業買賣交易除外），買方須負責及向賣方支付將該物業及按正式合約中所述已納入該物業的裝置、裝修物料及設備恢復至許可期的開始日期時的狀況的費用和開支。

(VIII) Subject to the Purchaser who has utilized the Early Move-in Offer completing the sale and purchase of the Property in accordance with the Agreement (if applicable, including all revised Agreement and supplemental agreement(s)), the Purchaser will be entitled to a cash rebate equivalent to the licence fee (“**Licence Fee Cash Rebate**”). The Purchaser shall notify the Vendor in writing of the actual date of completion at least 30 days before the actual date of completion of the sale and purchase. After the Vendor has received the notification and duly verified the information to be correct, the Vendor will apply the Licence Fee Cash Rebate for part payment of the balance of the purchase price of the Property directly.

已使用提前入住優惠之買方在按正式合約(如適用，包括所有修改後的正式合約及補充合約)完成該物業買賣交易的前提下，可獲相等於許可證費用之現金回贈(『許可證費用現金回贈』)。買方須於實際完成該物業的買賣交易日前最少30日，以書面方式通知賣方實際完成交易日期。賣方會於收到通知並證實有關資料無誤後，將許可證費用現金回贈直接用於支付該物業的部份樓價餘額。

(IX) (Applicable to corporate Purchaser only) If there are any changes (including any reduction, increase, substitution or replacement) in the shareholder structure and/or the directorship of the Purchaser during the licence period without the Vendor’s prior written consent, the Vendor shall be entitled (but not obliged) to in its absolute discretion to terminate the licence. In such event, the Purchaser will not be entitled to the Licence Fee Cash Rebate.

（只適用於公司買方）在許可期內，如買方的股東結構及／或董事於沒有得到賣方的事先書面同意下有任何變動（包括減少、增加、取代或更換），賣方有絕對酌情權(但無責任)終止許可證。在此情況下，買方將不獲許可證費用現金回贈。

(X) The Vendor reserves the absolute right to reject the Application made by the Purchaser; and amend the Licence Agreement and the relevant agreement(s).

賣方保留絕對權利拒絕買方提出的申請；及修改許可協議及相關合約。

(XI) The Early Move-in Offer is subject to other terms and conditions.

提前入住優惠受其他條款及細則約束。

**Annex A.4(a) Standby Second Mortgage Loan (the designated gift, financial advantage or benefit)**  
**附件 A.4(a) 備用第二按揭貸款 (指定贈品、財務優惠或利益)**

- **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)**  
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

The key terms of a Standby Second Mortgage Loan (“Second Mortgage Loan”) offered by the Vendor’s designated financing company (Honour Finance Company, Limited, which is a related company of the Vendor) (“designated financing company”) are as follows:

賣方的指定財務機構（忠誠財務有限公司，為賣方的有聯繫公司）（『指定財務機構』）提供備用第二按揭貸款（『第二按揭貸款』）之主要條款如下：

- (I) 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 applications will not be processed by the designated financing company.  
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。

- (II) The Second Mortgage Loan shall be secured by a second legal mortgage over the Property.  
第二按揭貸款以該物業之第二法定按揭作抵押。

(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)

(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)

All shareholders and all directors of the Purchaser upon the date of the Letter of Acceptance, shall be the guarantor(s) for the Second Mortgage Loan.

買方於接納書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。

- (III) The Property shall only be self-occupied by the Purchaser, or (if the Purchaser is a company) its shareholder(s) and/or director(s).  
該物業只可供買方或(如買方為公司) 買方的股東及/或董事自住。

- (IV) 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 80% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower.

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80%，或應繳付之樓價餘額，以較低者為準。

- (V) Interest rate for the first 36 months shall be:  
首36個月之利率為：

- (If the amount of the Second Mortgage Loan exceeds 10% of the Net Purchase Price, but does not exceed 20% 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 1.75% p.a.; or

（如第二按揭貸款的金額超過淨樓價的10%，但不超過淨樓價的20%）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1.75% p.a.；或

- (If the amount of the Second Mortgage Loan does not exceed 10% of the Net Purchase Price) Hong Kong Dollar Best Lending Rate minus 2% p.a.,

(如第二按揭貸款的金額不超過淨樓價的10%) 港元最優惠利率減2% 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.

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。

- (VI) 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.  
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。
- (VII) The Purchaser shall repay the Second Mortgage Loan by monthly instalments.  
買方須以按月分期償還第二按揭貸款。
- (VIII) No prepayment penalty for full repayment or partial prepayment is levied.  
全數或部分償還不徵收提前償還罰金。
- (IX) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Second Mortgage Loan.  
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。
- (X) 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.  
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。
- (XI) The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income.  
每月（所有種類）供款總額不可高於每月收入總額的50%。
- (XII) The first mortgagee bank (“the first mortgagee bank”) shall be nominated and referred by the designated financing company and the Purchaser shall obtain 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.  
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。
- (XIII) 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.  
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。

(XIV) **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.**

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。

(XV) 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.

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。

(XVI) 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.

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。

(XVII) The Second Mortgage Loan is subject to other terms and conditions.

第二按揭貸款受其他條款及細則約束。

(XVIII) 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.

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。

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.

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。

**Annex A.4(b) Standby First Mortgage Loan (the designated gift, financial advantage or benefit)**  
**附件 A.4(b) 備用第一按揭貸款 (指定贈品、財務優惠或利益)**

- **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); 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；及
- **not applicable to the Purchaser who has utilized the Early Move-in Offer as set out in Annex A.3**  
不適用於已使用附件 A.3所述的提前入住優惠的買方

The key terms of a Standby First Mortgage Loan (“First Mortgage Loan”) offered by the Vendor’s designated financing company (Honour Finance Company, Limited, which is a related company of the Vendor) (“designated financing company”) are as follows:

賣方的指定財務機構（忠誠財務有限公司，為賣方的有聯繫公司）（『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：

- (I) 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 applications will not be processed by the designated financing company.  
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。
- (II) The First Mortgage Loan shall be secured by a first legal mortgage over the Property.  
第一按揭貸款以該物業之第一法定按揭作抵押。

(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))

(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)

All shareholders and all directors of the Purchaser upon the date of the Letter of Acceptance, shall be the guarantor(s) for the First Mortgage Loan.

買方於接納書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。

- (III) The Property shall only be self-occupied by the Purchaser, or (if the Purchaser is a company) its shareholder(s) and/or director(s).  
該物業只可供買方或(如買方為公司) 買方的股東及/或董事自住。

- (IV) The maximum amount of the First Mortgage Loan shall be 80% 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.  
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80%，惟貸款金額不可超過應繳付之樓價餘額。

- (V) Interest rate for the first 36 months shall be:  
首36個月之利率為：

- (If the amount of the First Mortgage Loan exceeds 60% of the Net Purchase Price, but does not exceed 80% 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 1.75% 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80%）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1.75% 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 minus 2% p.a.,  
(如第一按揭貸款的金額不超過淨樓價的60%) 港元最優惠利率減2% 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.

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。

- (VI) The maximum tenor of First Mortgage Loan shall be 25 years.  
第一按揭貸款年期最長為25年。
- (VII) The Purchaser shall repay the First Mortgage Loan by monthly instalments.  
買方須以按月分期償還第一按揭貸款。
- (VIII) No prepayment penalty for full repayment or partial prepayment is levied.  
全數或部分償還不徵收提前償還罰金。
- (IX) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the First Mortgage Loan.  
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。
- (X) 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.  
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。
- (XI) The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income.  
每月(所有種類)供款總額不可高於每月收入總額的50%。
- (XII) The First Mortgage Loan application shall be approved by the designated financing company independently.  
第一按揭貸款申請須由指定財務機構獨立審批。
- (XIII) **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.**  
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。
- (XIV) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the First Mortgage Loan. The approval or disapproval of the loan, 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.

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。

(XV) All legal documents of 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.

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。

(XVI) The First Mortgage Loan is subject to other terms and conditions.

第一按揭貸款受其他條款及細則約束。

(XVII) 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.

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。

**Annex A.4(c) King's Key 125 (the designated gift, financial advantage or benefit)**  
**附件 A.4(c) King's Key 125 (指定贈品、財務優惠或利益)**

- **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); 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；及
- **not applicable to the Purchaser who has utilized the Early Move-in Offer as set out in Annex A.3**  
不適用於已使用附件 A.3所述的提前入住優惠的買方

The Purchaser can apply to the Vendor's designated financing company (Honour Finance Company, Limited, which is a related company of the Vendor) ("designated financing company") for the King's Key 125 ("Payment Financing"). Key terms are as follows:

買方可向賣方的指定財務機構（忠誠財務有限公司，為賣方的有聯繫公司）（『指定財務機構』）申請King's Key 125（『樓價貸款』），主要條款如下：

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

(II) The Payment Financing shall be secured by a first legal mortgage over the Property and a first legal mortgage over one (or more) Hong Kong residential property(ies) ("Existing Property"). The following are the basic requirements of the Existing Property:  
樓價貸款必須以該物業之第一法定按揭及一個（或以上）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：

- (only applicable to the Purchaser who is an individual)  
(只適用於買方為個人)

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 close relative (i.e. spouse, parents (or spouse's parents), children, brothers, sisters, grandparents or grandchildren) of the Purchaser or a close relative of any one of the Purchasers and held by individual name.

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）或買方的近親（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）或買方其中一位的近親及以個人名義持有。

(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))  
(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)

The registered owner of the Existing Property (or any one of the registered owners) must be the shareholder/director (or his/her close relative) of the Purchaser and held by individual name; and all shareholders and all directors of the Purchaser upon the date of the Letter of Acceptance, shall be the guarantor(s) for the Payment Financing; and

現有物業的註冊業主（或其中一位註冊業主）必須為買方的股東／董事（或其近親）及以個人名義持有；及買方於接納書日期的所有股東和所有董事，必須成為樓價貸款的擔保人；及

- The title to the Existing Property is good; and  
現有物業的業權良好；及
- The Existing Property is not leased out; and  
現有物業沒有出租；及

- The Existing Property is not subject to any mortgage or incumbrance other than bank mortgage; 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 a village-type house, nor a residential property in a single block with an Occupation Permit issued before 1980, nor property which is subject to alienation restrictions and nor non-estate-type property situated on the outlying islands, etc.; 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 value of the Existing Property must satisfy the following requirement:  
現有物業的價值必須符合以下要求：

At the time of application for the Payment Financing: 於申請樓價貸款時：	The designated financing company's (total valuation of the Existing Property(ies) ("Valuation") 指定財務機構估算現有物業的（總）價值（『估算價值』）
The Existing Property or (if more than one Existing Property) all Existing Properties does (do) not have any mortgage 現有物業或（如多於一個現有物業）全部現有物業沒有任何按揭	The (total) Valuation of the Existing Property is 60% of the Purchase Price or above 現有物業的（總）估算價值為樓價60%或以上
The Existing Property or (if more than one Existing Property) any one or more of the Existing Property(ies) is (are) mortgaged to a bank 現有物業或（如多於一個現有物業）任何一個或以上現有物業有銀行按揭	The (total) Valuation of the Existing Property is 80% of the Purchase Price or above 現有物業的（總）估算價值為樓價80%或以上

Notwithstanding that the above requirements might have been met, the designated financing company reserves the right not to accept the Existing Property as security.  
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。

- (III) The Property shall only be self-occupied by the Purchaser, or (if the Purchaser is a company) its shareholder(s) and/or director(s).  
該物業只可供買方或(如買方為公司) 買方的股東及/或董事自住。
- (IV) The Payment Financing shall be fully drawn in one lump sum and shall only be applied for payment of the balance of Purchase Price ("Tranche A") and (if applicable) repayment of the mortgage loan of the Existing Property ("Tranche B"). 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.  
樓價貸款必須一次過全部提取，並只可用於繳付樓價餘額（『A部份』）及（如適用）償還現有物業的按揭貸款（『B部份』）。如樓價貸款不足以償清現有物業的按揭貸款，現有物業的註冊業主須自行安排資金以償清現有物業的按揭貸款。
- (V) The maximum amounts of the Payment Financing are as follows:  
樓價貸款的最高金額如下：

**Tranche A: for payment of the balance of the Purchase Price**  
**A 部份：用於繳付樓價餘額**

The (total) valuation of the Existing Property(ies) 現有物業的（總）估算價值	The maximum amounts of the Payment Financing for payment of the balance of the Purchase Price 用於繳付樓價餘額的樓價貸款的最高金額	
	If at least one of the Existing Property is a development of Sun Hung Kai Properties Limited, which was built in or after 1990 如最少一個現有物業為新鴻基地產發展有限公司於1990年或以後落成之發展項目	Otherwise 其他情況
60% of the Purchase Price or above, but less than 70% of the Purchase Price 樓價60%或以上，但少於樓價70%	85% of the Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. 樓價的85%，惟貸款金額不可超過應繳付之樓價餘額。	80% of the Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. 樓價的80%，惟貸款金額不可超過應繳付之樓價餘額。
70% of the Purchase Price or above 樓價70%或以上	95% of the Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. 樓價的95%，惟貸款金額不可超過應繳付之樓價餘額。	90% of the Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. 樓價的90%，惟貸款金額不可超過應繳付之樓價餘額。

**Tranche B (if applicable): for repayment of the mortgage loan of the Existing Property**  
**B部份（如適用）：用於償還現有物業的按揭貸款**

The (total) valuation of the Existing Property(ies) 現有物業的（總）估算價值	The maximum amounts of the Payment Financing for repayment of the mortgage loan of the Existing Property 用於償還現有物業的按揭貸款的樓價貸款的最高金額	
80% of the Purchase Price or above, but less than 90% of the Purchase Price 樓價80%或以上，但少於樓價90%	10% of the Purchase Price, provided that the loan amount shall not exceed the balance of the mortgage loan of the Existing Property. 樓價的10%，惟貸款金額不可超過現有物業的按揭貸款餘額。	
90% of the Purchase Price or above, but less than 100% of the Purchase Price 樓價90%或以上，但少於樓價100%	20% of the Purchase Price, provided that the loan amount shall not exceed the balance of the mortgage loan of the Existing Property. 樓價的20%，惟貸款金額不可超過現有物業的按揭貸款餘額。	
100% of the Purchase Price or above 樓價100%或以上	30% of the Purchase Price, provided that the loan amount shall not exceed the balance of the mortgage loan of the Existing Property. 樓價的30%，惟貸款金額不可超過現有物業的按揭貸款餘額。	

Depending on the different terms of payment under 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 result of credit check and assessment of the Purchaser and his/her/its guarantor (if any).

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）的信貸審查及評估結果，對貸款金額作出調整。

- (VI) Interest rate shall be 3.68% p.a.. The final interest rate will be subject to approval by the designated financing company.  
利率為3.68% p.a.。最終利率以指定財務機構認可而定。
- (VII) The maximum tenor of the Payment Financing shall be 36 months.  
樓價貸款的期限最長為36個月。
- (VIII) The Purchaser shall repay the Payment Financing in the following manner:  
買方須以以下方式償還樓價貸款：
- (a) monthly instalment amount equivalent to (as the case may be):  
每月供款相當於（視情況而定）：
- 0.38% of the Purchase Price (if the amount of the Payment Financing is 90% of the Purchase Price or below); or  
樓價0.38%（如樓價貸款的金額為樓價90%或以下）；或
  - 0.5% of the Purchase Price (if the amount of the Payment Financing is over 90% of the Purchase Price)  
樓價0.5%（如樓價貸款的金額為樓價90%以上）
- shall be paid to settle interest first, and the balance shall be applied for repayment of the Payment Financing; and  
先用於支付利息，餘款用於償還樓價貸款；及
- (b) fully repay the balance of the Payment Financing and interest on the maturity date.  
於到期日，全數償還樓價貸款餘款及利息。
- (IX) No prepayment penalty for full repayment or partial prepayment is levied.  
全數或部分償還不徵收提前償還罰金。
- (X) The Purchaser may apply to the designated financing company for the Extended Loan as set out in Annex A.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:  
買方可向指定財務機構申請附件A.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：

At the time of application for the Payment Financing: 於申請樓價貸款時：	The maximum amount of the Extended Loan 延續貸款的最高金額
The Existing Property or (if more than one Existing Property) all Existing Properties does (do) not have any mortgage 現有物業或（如多於一個現有物業）全部現有物業沒有任何按揭	the balance of the Tranche A of the Payment Financing repayable on maturity date of the Payment Financing less 10% of the Purchase Price. 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 Existing Property or (if more than one Existing Property) any one or more of the Existing Property(ies) is (are) mortgaged to a bank 現有物業或（如多於一個現有物業）任何一個或以上現有物業有銀行按揭	the balance of the Tranche A of the Payment Financing repayable on maturity date of the Payment Financing. 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 designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her/its guarantor (if any). Please see Annex A.4(d) for details.  
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。詳情請參閱附件 A.4(d)。

- (XI) 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 and assessment on the Purchaser and his/her/its guarantor (if any). The Purchaser shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed. 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）進行信貸審查及評估。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。
- (XII) The Purchaser is required to provide sufficient documents to prove his/her/its repayment ability (including monthly instalments and the repayment on maturity). 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）。
- (XIII) The Payment Financing application shall be approved by the designated financing company independently.  
樓價貸款申請須由指定財務機構獨立審批。
- (XIV) In accordance with the result of credit check and assessment of the Purchaser and his/her/its 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.**  
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。
- (XV) 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, the approved loan amount of the 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.  
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、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。
- (XVI) 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/its own solicitors to act for him/her/ it for the Payment Financing, the Purchaser shall bear his/her/its own solicitors' relevant costs and disbursements. If the Existing Property is mortgaged, the Purchaser shall instruct his/her/its own solicitors to handle the release of the mortgage and bear his/her/ its own solicitors' relevant costs and disbursements.  
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。
- (XVII) The Payment Financing is subject to other terms and conditions.

樓價貸款受其他條款及細則約束。

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

賣方均無給予或視之為已給予任何就樓價貸款之安排或批核的陳述或保證。

**Annex A.4(d)**  
**附件 A.4(d)**

**Extended Loan (the designated gift, financial advantage or benefit)**  
**延續貸款 (指定贈品、財務優惠或利益)**

- **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)**  
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

(I) The Purchaser makes a written application to the designated financing company (Honour Finance Company, Limited, which is a related company of the Vendor) (“designated financing company”) for the Extended Loan (“Extended Loan”) not less than 60 days before the maturity date of the relevant loan (refer to King’s Key 125 as set out in Annex A.4(c)). Late loan applications will not be processed by the designated financing company.

買方於有關貸款（指附件 A.4(c)所述之 King’s Key 125）的到期日前最少 60 日以書面方式向指定財務機構（忠誠財務有限公司，為賣方的有聯繫公司）（『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。

(II) 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.

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。

All guarantors for the relevant loan shall be the guarantor(s) for the Extended Loan.

有關貸款的所有擔保人，必須成為延續貸款的擔保人。

(III) The Property shall only be self-occupied by the Purchaser, or (if the Purchaser is a company) its shareholder(s) and/or director(s).

該物業只可供買方或(如買方為公司) 買方的股東及/或董事自住。

(IV) The maximum amount of the Extended Loan shall be as mentioned in Annex A.4(c).

延續貸款的最高金額請參閱附件 A.4(c)。

(V) 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.

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認可而定。

(VI) The maximum tenor of the Extended Loan shall be 20 years.

延續貸款年期最長為 20 年。

(VII) The Purchaser shall repay the Extended Loan by monthly instalments.

買方須以按月分期償還延續貸款。

(VIII) No prepayment penalty for full repayment or partial prepayment is levied.

全數或部分償還不徵收提前償還罰金。

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

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。

(X) 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.

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。

- (XI) The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income.  
每月（所有種類）供款總額不可高於每月收入總額的 50%。
- (XII) The Extended Loan application shall be approved by the designated financing company independently.  
延續貸款申請須由指定財務機構獨立審批。
- (XIII) **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.**  
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。
- (XIV) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Extended Loan. The approval or disapproval of the loan, the approved loan amount of the Extended Loan and the terms thereof are subject to the final decision of the designated financing company.  
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。
- (XV) 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/its own solicitors to act for him/her, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the Extended Loan.  
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。
- (XVI) The Extended Loan is subject to other terms and conditions.  
延續貸款受其他條款及細則約束。
- (XVII) 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.  
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。

**Annex A.5**  
附件 A.5

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**Annex A.6(a) Priority to Purchase Residential Car Parking Space(s)**

**附件 A.6(a) 優先認購住宅停車位**

(I) The Purchaser shall exercise his/her/its priority to purchase the residential car parking space(s) in accordance with time limit, terms and manner as prescribed by the sales arrangements of the residential car parking spaces to be announced by the Vendor. Otherwise, the priority to purchase the residential car parking space(s) shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.

買方須根據賣方日後公佈的住宅停車位之銷售安排所規定的時限、條款及方法行使其優先認購住宅停車位，否則其優先認購住宅停車位的優先將會自動失效，買方不會為此獲得任何補償。

(II) The Vendor makes no representation, warranty or guarantee that the Purchaser will be offered the residential car parking space(s) within the same Phase as the Property.

賣方不作出任何陳述、承諾或保證買方會獲認購與該物業相同期數內的住宅停車位。

(III) The price and sales arrangements details (including but not limited to the sequence for the selection of the residential car parking spaces) of residential car parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later.

住宅停車位的售價及銷售安排詳情(包括但不限於揀選住宅停車位的次序)將由賣方全權及絕對酌情決定，並容後公佈。

**Annex A.6(b) Option to Licence Residential Car Parking Space(s) ("Option")**

**附件 A.6(b) 使用住宅停車位選擇權(『該選擇權』)**

- (I) When the Purchaser submit a duly signed application form for the Early Move-in Offer (“Application Form”), the Purchaser has to apply to exercise the Option at the same time. If the Purchaser does not apply to exercise the Option to take a Licence of the Residential Car Parking Space in the Application Form, then the Option shall lapse automatically and become null and void, the Vendor shall have no further obligation to grant the Option or Licence to such Purchaser, and the Purchaser shall not be entitled to any compensation therefor.

買方向賣方遞交已簽妥的提前入住優惠的申請表格時(『申請表格』)，須同時申請行使該選擇權。如買方未有於申請表格同時申請行使該選擇權以取得住宅停車位的該使用許可，該選擇權將會自動失效，賣方將再沒有責任授予該選擇權或使用許可予買方，買方亦不會就此獲得任何補償。

- (II) The exercise of the Option and the granting of the Licence are subject to the following basic terms and conditions:-

該選擇權的行使及該使用許可的授予受以下條款及細則約束 :-

- (a) The Licence must end upon the expiration or termination of the licence period under the Early Move-in Offer as mentioned in Annex A.3.

該使用許可必須於附件A.3的提前入住優惠的許可期終止或屆滿時終止。

- (b) The location of the Residential Car Parking Space will not be a fixed one and shall be subject to determination or adjustment by the Vendor from time to time and the Purchaser shall not raise any objection or dispute.

住宅停車位的位置浮動，並由賣方不時決定及調整，買方不得提出任何反對或異議。

- (c) The Purchaser has signed the Licence Agreement in the Vendor’s prescribed form and content.

買方已簽署賣方指定格式及內容之許可協議。

- (d) The Licence fee and other charges (if any) payable by the Purchaser for the Residential Car Parking Space shall be charged at the then prevailing market rates generally charged by the Vendor in respect of the residential car parking spaces in the Phase or other phase(s) of Victoria Harbour Development licensed to other licensees, as determined or adjusted by the Vendor from time to time.

住宅停車位的使用許可費用及買方就住宅停車位應繳付的其他收費(如有)，將以賣方就許可予該期數內或海璇發展項目其他期數的其他許可人的住宅停車位屆時一般地收取的市值收費，並由賣方不時決定及調整。

- (e) In the event that the Licence shall end upon completion of the sale and purchase of the Property, the Purchaser shall have a priority to purchase (if the Purchaser has taken a Licence of one residential car parking space) one residential car parking space or (if the Purchaser has taken Licence(s) of not more than two residential car parking spaces) not more than two residential car parking spaces in the Phase or other phase(s) of Victoria Harbour Development. Please see Annex A.6(a) for details.

若該使用許可於完成該物業之買賣時終止，買方可優先認購該期數內或海璇發展項目其他期數(如買方享有一個住宅停車位的使用許可)一個住宅停車位或(如買方享有不多於兩個住宅停車位的使用許可)不多於兩個住宅停車位。詳情請參閱附件A.6(a)。

- (f) The Option and the Licence is subject to other terms and conditions as may be imposed by the Vendor from time to time.

該選擇權及該使用許可受由賣方不時規定的其他條款及細則約束。