

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF

PUBLIC TENDER

公開招標承投購買以下物業

in respect of

**UNIT on the FLOOR of TOWER of MARIN
POINT, No. 31 Shun Lung Street, New Territories,
Hong Kong**

香港新界順隆街 31 號尚澄第 座 樓 單位

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 the following property(ies):-

現招標承投購買以下物業，即：

UNIT on the FLOOR of TOWER of MARIN POINT, No. 31 Shun Lung Street, New Territories, Hong Kong

香港新界順隆街 31 號尚澄第 座 樓 單位

**TENDER COMMENCES AT ON
AND CLOSSES AT ON
(UNLESS PREVIOUSLY WITHDRAWN OR SOLD)**

招標開始日期及時間為
而招標截止日期及時間為
(但若在招標截止時限前物業已被撤回或出售則除外)

Tenders must be submitted on the specified **Form of Tender** from on and at or before on to the Vendor at Shop 3A, G/F, MARIN POINT, No. 31 Shun Lung Street, Sha Tau Kok, New Territories, Hong Kong in a sealed plain envelope and clearly marked on the outside of the envelope with the words “**Tender for UNIT on the FLOOR of TOWER of MARIN POINT, No. 31 Shun Lung Street, New Territories, Hong Kong**”.

投標須採用指定的**投標表格**，放入普通信封內封密，信封面須清楚註明「**香港新界順隆街 31 號尚澄第 座 樓 單位投標書**」，並於 起至 為止，提交至賣方位於新界沙頭角順隆街 31 號尚澄地下 3A 號舖的辦事處。

TENDER NOTICE

招標公告

1. JARTON LIMITED (健烽有限公司) (the “**Vendor**”) invite tenders for the purchase of the property described in the **Particulars of the Property** below (the “**Property**”) on the terms and conditions contained in this Tender Notice, the Form of Tender (the “**Form of Tender**”) and the Preliminary Agreement for Sale and Purchase (the “**Preliminary Agreement**”) annexed hereto as **Appendix A** and **Appendix B** respectively.

健烽有限公司(JARTON LIMITED)(以下簡稱「賣方」)現招標按照本招標公告、附件A的投標表格(以下簡稱「投標表格」)及附件B的臨時買賣合約(以下簡稱「臨時合約」)所訂明的條款及條件承投購買以下「物業詳情」所述的物業(以下簡稱「本物業」)。

PARTICULARS OF THE PROPERTY

物業詳情

Tenders are invited for the purchase of the following property(ies):-

現招標承投購買以下物業，即：

**UNIT on the FLOOR of TOWER of MARIN
POINT, No. 31 Shun Lung Street, New Territories,
Hong Kong**

香港新界順隆街 31 號尚澄第 座 樓 單位

2. (a) 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，並保留權利酌情決定接納或拒絕任何投標書。

- (b) The Vendor reserves the right, at any time before acceptance of a tender, to withdraw the Property from sale or to sell or dispose of the Property or any part of it to any person.

賣方保留權利在接受任何投標書之前的任何時候，撤回本物業不予出售，或將本物業或其任何部份出售予任何人士。

- (c) The Vendor has the absolute right to change the tender closing date and/or time of the tender from time to time by amending the Information on Sales Arrangements relating to the Property.

賣方有全權透過修改有關該物業的銷售安排資料不時更改招標截止日期及/或時間。

3. Tenderers should note the following:-

投標者須注意以下事項：

- (a) The successful tenderer may instruct an independent firm of solicitors of his own choice to act for him in respect of (i) the formal Agreement for Sale and Purchase to be entered into following acceptance of his tender by the Vendor and (ii) the subsequent Assignment of the Property, or he may instruct the Vendor's Solicitors to act for him as well as for the Vendor.

中標者可委託自己的獨立律師代其就以下事宜行事：(i)在賣方接納其投標書後將會簽訂的正式買賣合約，及 (ii) 其後的轉讓契；中標者亦可委託賣方律師同時代表賣方及其行事。

- (b) The Vendor's Solicitors, Messrs. Woo Kwan Lee & Lo, do not act for any tenderers in the process of this tender.

賣方律師，即胡關李羅律師行，在本投標過程中並不代表任何投標者。

4. A tender must be:-

投標書必須：

- (a) made in the **Form of Tender** (in **DUPLICATE**) duly completed and signed by the tenderer and attached with this **Tender Notice** and the **Preliminary Agreement** (in **DUPLICATE**) duly completed and signed by the tenderer (all without any amendment);

採用由投標者填妥並簽署的**投標表格(一式兩份)**並夾附本**招標公告**及由投標者填妥並簽署的**臨時合約(一式兩份)**(全部未經修改)；

Note: Please do not date the Preliminary Agreement

註：請勿於臨時合約填上簽署日期

- (b) enclosed in a sealed plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope with the words "**Tender for UNIT on the FLOOR of TOWER of MARIN POINT, No. 31 Shun Lung Street, New Territories, Hong Kong**"; and

放入普通信封內封密，信封面須清楚註明致予賣方及「**香港新界順隆街31號尚澄第 座 樓 單位投標書**」；以及

- (a) placed in the Tender Box labelled "**Marin Point - Tender Box**" and placed at the office of the Vendor at Shop 3A, G/F, MARIN POINT, No. 31 Shun Lung Street, Sha Tau Kok, New Territories, Hong Kong at or before the closing date and time of the tender set out below:-

於下述招標開始日期及時間起至招標截止日期及時間為止，放入位於新界沙頭角順隆街 31 號尚澄地下 3A 號舖賣方辦事處擺放的標示為「尚澄 - 投標箱」的投標箱內：

Commencement date and time of the tender:

招標開始日期及時間：

At on .

年 月 日 .

Closing date and time of the tender:

招標截止日期及時間：

At on or any other date and/or time as changed by the Vendor from time to time by amending the Information on Sales Arrangements relating to the Property at the Vendor's absolute right and discretion; and as such, tenderers should refer to the relevant Information on Sales Arrangements as effective for the time being for confirmation of the actual closing date and time of the tender in respect of the Property.

或任何其他由賣方藉其絕對權利及酌情決定權透過修改本物業的銷售安排資料所不時更改的招標截止日期及/或時間；按此，投標者須參閱當其時生效的有關銷售安排資料，以確定本物業的實際招標截止日期及時間。

In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced between and on the tender closing date, the tender closing date and time will be extended to on the next day on which no black rainstorm warning signal or typhoon signal no.8 or above is announced between and .

若黑色暴雨警告信號或八號或以上颱風信號在招標截止日期當天至 期間發出，截標日期將延至下一個在當天 至 期間沒有發出黑色暴雨警告信號或八號或以上颱風信號的日子，截標時間為當天的 。

5. A TENDERER MUST ALSO SUBMIT WITH HIS TENDER the following:-

投標者在遞交投標書時，必須同時附上以下文件：

- (a) A cashier's order in a sum which constitutes 5% of the Purchase Price (as defined in the Form of Tender), such sum being the preliminary deposit for the tender, made payable to "WOO KWAN LEE & LO" and issued by a bank duly licensed under section 16 of the Banking Ordinance.

由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發，金額為售價 (具有投標表格給予該詞的涵義)5%的銀行本票，作為臨時訂金，銀行本票抬頭為「胡關李羅律師行」。

- (b) A “Warning to Purchasers” (in the form annexed hereto as Appendix C) duly signed by the tenderer.

已由投標者簽署的「對買方的警告」(按照附件C所列的格式)。

- (c) An “Acknowledgement Letter Regarding Special Stamp Duty, Buyer’s Stamp Duty and New Rates of Ad Valorem Stamp Duty” (in the form annexed hereto as Appendix D) duly signed by the tenderer.

已由投標者簽署的「確認書(關於額外印花稅、買家印花稅及從價印花稅的新稅率)」(按照附件D所列的格式)。

- (d) A “Declaration on Related Party” (in the form annexed hereto as Appendix E) duly signed by the tenderer.

已由投標者簽署的「關於有關連人士的聲明」(按照附件E所列的格式)。

- (e) An “Agent Agreement” (in the form annexed hereto as Appendix F) duly signed by the tenderer.

已由投標者簽署的「介紹人確認書」(按照附件F所列的格式)。

- (f) An “Acknowledgement Letter Regarding Restriction on Alienation (For Residential Units and Residential Parking Spaces)” (in the form annexed hereto as Appendix G) duly signed by the tenderer.

已由投標者簽署的「關於轉讓限制的確認函(住宅單位及住宅車位適用)」(按照附件G所列的格式)。

- (g) An “Acknowledgement Letter Regarding the Open Kitchen” (in the form annexed hereto as Appendix H) duly signed by the tenderer.

已由投標者簽署的「關於開放式廚房的確認函」(按照附件H所列的格式)。

- (h) A “Personal Information Collection Statement” (in the form annexed hereto as Appendix I) duly signed by the tenderer.

已由投標者簽署的「個人資料收集聲明」(按照附件I所列的格式)。

- (i) An “Acknowledgement Letter Regarding Viewing of Property” (in the form annexed hereto as Appendix J) duly signed by the tenderer.

已由投標者簽署的「物業參觀確認函」(按照附件J所列的格式)。

- (j) A “Vendor’s Information Form” (in the form annexed hereto as Appendix K) duly signed by the tenderer.

已由投標者簽署的「賣方資料表格」(按照附件K所列的格式)。

- (k) A “Acknowledgement Letter Regarding The Loan Benefit” (in the form annexed hereto as Appendix L) duly signed by the tenderer.

已由投標者簽署的「關於貸款優惠的確認函」(按照附件L所列的格式)。

- (l) A copy of the estate agent’s licence and name card of the estate agent (if any) appointed by the tenderer.

投標者委任之地產代理(如有)的牌照影印副本及名片。

- (m) If the tenderer is individual(s), a copy of the Hong Kong Identity Card(s)/Passport(s) of each individual of the tenderer, a copy of a valid Frontier Closed Area Permit (Sha Tau Kok residents applicable) of the tenderer (or, if more than one individual, at least one of them), the Preliminary Agreement, and the documents mentioned above.

以個人名義投標者，每一位投標人的香港身份證／護照影印副本、投標人的有效邊境禁區通行證(沙頭角居民適用)影印副本 (或如果多於一位個人投標人，則最少其中一位)、臨時合約及上述文件。

If the tenderer is a company, a copy of the Business Registration Certificate of the tenderer, a copy of the Hong Kong Identity Card(s)/Passport(s) of the director(s) of the tenderer, a copy of a valid Frontier Closed Area Permit (Sha Tau Kok residents applicable) of the director(s) of the tenderer, a copy of the latest annual return of the tenderer, a copy of the board resolutions of the tenderer authorizing the signing of the Form of Tender and a copy of Notice of Change of Company Secretary and Director (Appointment/Cessation) (Form ND2A) of the tenderer (if applicable), the Preliminary Agreement, and the other documents mentioned above.

以公司名義投標者，投標公司的公司商業登記證影印副本、投標公司董事的香港身份證/護照影印副本、投標公司董事的有效邊境禁區通行證(沙頭角居民適用)影印副本、投標公司最近之周年申報表影印副本、投標公司會議記錄授權簽署投標表格的影印副本及投標公司更改公司秘書及董事通知書（委任／停任）（表格ND2A）的影印副本（如適用）、臨時合約及上述文件。

Note: Please date the documents referred to in (b) to (k) above the date on which the tenderer signs the same

註：簽署以上(b)至(k)所列的文件時請填上投標者簽署日期

6. All cashier’s orders forwarded by the tenderers will be retained and will remain uncashed until the Vendor has made its decision on the tenders submitted. If a tender

is accepted, the cashier's order submitted therewith will be treated as the Preliminary Deposit referred to in the Preliminary Agreement and applied in part payment of the Purchase Price. All other cashier's orders will be returned by ordinary post at the sole risk of the tenderers, within a period of fourteen (14) days from the Acceptance Date specified in paragraph 8 below, to the unsuccessful tenderers at the addresses stated in their Forms of Tender.

在賣方就收到的投標書作出任何決定前，所有投標者遞交之銀行本票均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票將視作臨時合約中提述之臨時訂金，並用以支付售價的部份款項。所有其他銀行本票將於下文第8條訂明的承約日期起計14天內，按投標書所載之地址以平郵方式退還落選投標者，一切郵遞涉及之風險由落選投標者承擔。

7. Any amendments to and in a tender may cause the tender to be disqualified.

如投標書中的內容有任何修改，或會令投標書喪失資格。

8. In consideration of the invitation for tender by the Vendor and the Vendor's agreeing to consider the tenderers' offers and to pay to the tenderer HK\$10.00 upon receipt of a written demand from such tenderer, each of the tenderers agrees that his tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor on the terms and conditions contained in this Tender Notice, the Preliminary Agreement and the Form of Tender on or before on (the "Acceptance Date").

鑒於賣方作出招標、同意考慮投標者的要約及於收到投標者書面要求後付予投標者港幣10元，投標者同意其投標書乃不可撤銷，並構成正式要約，可供賣方在 或之前(以下簡稱「承約日期」)按照本招標公告、臨時合約和投標表格所訂明的條款及條件隨時接納。

9. If a tender is accepted, the successful tenderer shall be the purchaser of the Property (the "Purchaser") and: -

投標如獲接納，中標者即成為本物業買方(以下簡稱「買方」)：

- (a) the Vendor may accept the offer by post, telephone, fax or email to the address/ numbers/ email address specified in his Form of Tender or by any other effective means. After acceptance, the Vendor will return the successful tenderer one duplicate of the Preliminary Agreement executed by the Vendor and dated not later than the Acceptance Date;

賣方可以透過郵寄、電話、傳真或電郵至投標書填上之地址/號碼/電郵地址或其他任何有效方法接受中標者之要約。賣方接受後，將交予中標者經賣方簽立且日期為不後於承約日期之臨時合約一份；

- (b) the Preliminary Agreement signed by the Vendor shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property subject to the terms and conditions contained in the Preliminary Agreement; and

賣方簽妥的臨時合約將構成賣方及買方之間具有約束力的協議，雙方同

意按照臨時合約所訂明之條款及條件出售及購買本物業；及

- (c) within five (5) working days after the date of the Preliminary Agreement, the Purchaser shall sign the formal Agreement for Sale and Purchase prepared by the Vendor's Solicitors and none of the terms thereof may be altered and the form of the formal Agreement for Sale and Purchase is available for inspection daily from _____ up to the closing time of the closing date of the tender at _____ on _____ at Shop 3A, G/F, MARIN POINT, No. 31 Shun Lung Street, Sha Tau Kok, New Territories, Hong Kong between _____ and _____.

在臨時合約日期後的5個工作日內，買方須簽署按照賣方律師所擬定的正式買賣合約，該合約的條款不得修改。正式買賣合約的文本格式存放在新界沙頭角順隆街31號尚澄地下3A號舖，由 _____ 起至招標截止日期及時間即 _____ 止，每日 _____ 至 _____ 期間以供閱覽。

- (d) if the successful tenderer is a company, there shall not be any change in the directors and/or shareholders of the successful tenderer prior to the signing of the formal Agreement for Sale and Purchase.

如中標者為公司，在簽立正式買賣合約之前，中標公司之董事及/或股東成員不得有任何更改。

10. Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of this Tender Notice, the Form of Tender and the Preliminary Agreement or statutory provisions affecting the Property. All enquiries should be directed to the Vendor at Shop 3A, G/F, MARIN POINT, No. 31 Shun Lung Street, Sha Tau Kok, New Territories, Hong Kong (Telephone No. 8202 8688).

投標者須注意，賣方只會回答關於本物業的一般查詢，並不會就本招標公告、投標表格及臨時合約或關於本物業的任何法例條文提供法律或其他意見。如有任何查詢，請聯絡賣方，地址為新界沙頭角順隆街31號尚澄地下3A號舖(電話號碼: 8202 8688)

11. Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor in response to any enquiry made by a prospective or actual tenderer shall be for guidance and reference purposes only. No such statement or action shall form or be deemed to form part of this Tender Notice, the Form of Tender or the Preliminary Agreement and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as set out in this Tender Notice, the Form of Tender or the Preliminary Agreement.

賣方任何人員或代理對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。有關之陳述或行動不得作為或視作構成本招標公告、投標表格或臨時合約的一部份。有關之陳述或行動亦不能或視作闡述、更改、否定、豁免或以任何其他形式修改本招標公告、投標表格或臨時合約所訂明的任何條款或條件。

12. A bilingual version of the "Warning to Purchasers" referred to in Clause 12 of the Preliminary Agreement is attached hereto as **Appendix C**.

臨時合約第12條提及的「對買方的警告」的中英雙語文本已夾附於本招標公告為附件C。

13. Tenderers may refer to the sales brochure for details of the Property.

投標者可參閱售樓說明書以取得本物業的詳情。

14. In the event that the tenderer is more than one person, the obligations and liabilities of the tenderer are joint and several.

如投標者多於一人，所有投標者須負有共同及個別的責任。

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

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

- (e) the Intermediary or any other estate agent has not made and is not authorized or permitted by the Vendor to make any oral or written agreement, promise, undertaking, warranty or representation on behalf of the Vendor or to undertake any obligation or responsibility on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the tenderer or any person for and will not perform on behalf of the Intermediary any such agreement, promise, undertaking, warranty or representation made by or any such obligation or responsibility undertaken by the Intermediary or any other estate agent, which shall under no circumstance bind the Vendor;

介紹人或任何其他地產代理均並無亦沒有被賣方授權或准許代賣方許下任何口頭或書面的協議、允諾、承諾、保證或陳述或代賣方應允任何承擔或責任。介紹人或任何其他地產代理所作出的任何協議、允諾、承諾、保證或陳述或所應允之承擔或責任，無論在任何情況下，賣方均不須向買方或任何其他人負責，亦不須代介紹人或任何其他地產代理履行，而且賣方也不受其約束。

- (f) the Vendor is not and will not be involved in any dispute between the tenderer and the Intermediary or any other estate agent, and this tender and, if the offer of the tenderer is accepted, the sale and purchase of the Property shall proceed in accordance with these terms and conditions and the terms and conditions as set out in the transaction documents; and

投標者與介紹人或任何其他地產代理之任何纏繞，一概與賣方無關。本招標及（如投標者的要約獲接受）本物業之買賣將按照本文件條款及交易文件條款進行。

16. Whether the Intermediary is the estate agent introducing the tenderer to the Vendor for the purpose of your submission of the offer to purchase the Property is subject to the Vendor’s confirmation.

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

17. Time shall in all respects be of the essence.

時間在各方面均為要素。

18. The Chinese translation of this Tender Notice and the Form of Tender is for reference only. In the event of any doubt or dispute in the interpretation of this Tender Notice and the Form of Tender, the English version shall prevail.

本招標公告及投標表格之中文譯本僅供參考。倘若對本招標公告及投標表格的詮釋有任何懷疑或爭議，一概以英文文本為準。

Dated:

日期：

TENDER SUBMISSION CHECKLIST

須遞交之文件清單

<u>Item</u> 項目	<u>Document</u> 文件	<u>Remarks</u> 備註
1)	Form of Tender (Appendix A) duly completed and signed by the tenderer and attached with:- 已由投標者填妥及簽署的投標表格(附件 A)並夾附以下文件：	Submit in DUPLICATE 遞交一式兩份
	(a) Tender Notice 招標公告	
	(b) Preliminary Agreement (Appendix B) 臨時合約(附件 B)	
2)	“Warning to Purchasers” (Appendix C) duly signed by the tenderer. 已由投標者簽署的「對買方的警告」(附件 C)	Submit one signed copy 遞交一份
3)	“Acknowledgement Letter Regarding Special Stamp Duty, Buyer’s Stamp Duty and New Rates of Ad Valorem Stamp Duty” (Appendix D) duly signed by the tenderer. 已由投標者簽署的「確認書(關於額外印花稅、買家印花稅及從價印花稅的新稅率)」(附件 D)。	Submit one signed copy 遞交一份
4)	A “Declaration on Related Party” (Appendix E) duly signed by the tenderer. 已由投標者簽署的「關於有關連人士的聲明」(附件 E)。	Submit one signed copy 遞交一份
5)	An “Agent Agreement” (Appendix F) duly signed by the tenderer. 已由投標者簽署的「介紹人確認書」(附件 F)。	Submit one signed copy 遞交一份
6)	An “Acknowledgement Letter Regarding Restriction on Alienation (For Residential Units and Residential Parking Spaces)” (Appendix G) duly signed by the tenderer. 已由投標者簽署的「關於轉讓限制的確認函(住宅單位及住宅車位適用)」(附件 G)。	Submit one signed copy 遞交一份

- | | |
|---|--------------------------------|
| 7) An “Acknowledgement Letter Regarding the Open Kitchen” (Appendix H) duly signed by the tenderer.
已由投標者簽署的「關於開放式廚房的確認函」(附件 H)。 | Submit one signed copy
遞交一份 |
| 8) A “Personal Information Collection Statement” (Appendix I) duly signed by the tenderer.
已由投標者簽署的「個人資料收集聲明」(附件 I)。 | Submit one signed copy
遞交一份 |
| 9) An “Acknowledgement Letter Regarding Viewing of Property” (Appendix J) duly signed by the tenderer.
已由投標者簽署的「物業參觀確認函」(附件 J)。 | Submit one signed copy
遞交一份 |
| 10) A “Vendor’s Information Form” (Appendix K) duly signed by the tenderer.
已由投標者簽署的「賣方資料表格」(附件 K)。 | Submit one signed copy
遞交一份 |
| 11) A “Acknowledgement Letter Regarding The Loan Benefit” (Appendix L) duly signed by the tenderer.
已由投標者簽署的「關於貸款優惠的確認函」(附件 L)。 | Submit one signed copy
遞交一份 |
| 12) Cashier’s Order for 5% of the Purchase Price payable to “Woo Kwan Lee & Lo” as preliminary deposit
金額為售價 5%的銀行本票，銀行本票抬頭為「胡關李羅律師行」作為臨時訂金 | |
| 13) If the tenderer is individual(s), a copy of the Hong Kong Identity Card(s)/Passport(s) of each individual of the tenderer, a copy of a valid Frontier Closed Area Permit (Sha Tau Kok residents applicable) of the tenderer (or, if more than one individual, at least one of them).
以個人名義投標者，每一位投標人的香港身份證／護照影印副本、投標人的有效邊境禁區通行證(沙頭角居民適用)影印副本 (或如果多於一位個人投標人，則最少其中一位)。 | |

If the tenderer is a company, a copy of the Business Registration Certificate of the tenderer, a copy of the Hong Kong Identity Card(s)/Passport(s) of the director(s) of the tenderer, a copy of a valid Frontier Closed Area Permit (Sha Tau Kok residents applicable) of the director(s) of the tenderer, a copy

of the latest annual return of the tenderer, a copy of the board resolutions of the tenderer authorizing the signing of the Form of Tender and a copy of Notice of Change of Company Secretary and Director (Appointment/Cessation) (Form ND2A) of the tenderer (if applicable).

以公司名義投標者，投標公司的公司商業登記證影印副本、投標公司董事的香港身份證/護照影印副本、投標公司董事的有效邊境禁區通行證(沙頭角居民適用)影印副本、投標公司最近之周年申報表影印副本、投標公司會議記錄授權簽署投標表格的影印副本及投標公司更改公司秘書及董事通知書（委任／停任）（表格 ND2A）的影印副本（如適用）。

- 14) A copy of the estate agent's licence and name card of the estate agent (if any) appointed by the tenderer
投標者委任之地產代理(如有)的牌照影印副本及名片

FORM OF TENDER

投標表格

Tender for the purchase of UNIT on the FLOOR of TOWER of Marin Point, 31 Shun Lung Street, New Territories, Hong Kong (the “Property”) as one transaction subject to the terms and conditions contained in this Form of Tender, the Tender Notice (the “Tender Notice”) and the Preliminary Agreement for Sale and Purchase in the form annexed to the Tender Notice as Appendix B (the “Preliminary Agreement”) as respectively annexed hereto.

茲投標按照本投標表格、分別夾附於本投標表格之招標公告(以下簡稱「招標公告」)及按照招標公告附件B所列的格式之臨時買賣合約(以下簡稱「臨時合約」)所訂明的條款及條件承購香港新界順隆街31號尚澄第 座 樓 單位(以下簡稱「本物業」)。

To: Jarton Limited (健烽有限公司)
 (the “Vendor”)
 16/F., Far East Consortium Building, No. 121 Des Voeux Road Central, Hong Kong

致： 健烽有限公司(JARTON LIMITED)
 (以下簡稱「賣方」)
 香港德輔道中121號遠東發展大廈16樓

1. I/We, _____
 (HKID Card No(s). / Passport No(s). / Business Registration No. _____) (Permit No. of Frontier Closed Area Permit for Sha Tau Kok residents _____) of _____

(registered office for a company(ies) / correspondence address in Hong Kong for individual(s)), having read the Tender Notice and the Preliminary Agreement annexed hereto hereby irrevocably offer to purchase the Property at the price set out in the Preliminary Agreement subject to the terms and conditions set out in the Preliminary Agreement.

本人/我們 _____ (香港身份證號碼 / 護照號碼 / 商業登記證號碼 _____) (邊境禁區通行證編號 (沙頭角居民適用) _____), 地址為 _____ (公司註冊地址 / 個人通訊地址)已閱讀招標公告和臨時合約，特此提出不可撤銷的要約：本人/我們將按照臨時合約所訂明的條款及條件，以臨時合約所訂明之售價購買本物業。

2. The following are enclosed with this Tender (i.e. this Form of Tender attached with the Tender Notice and the Preliminary Agreement):-

下列文件連同本投標書(即本投標表格並夾附招標公告及臨時合約)一併附上：

- (a) A Cashier's Order (No. _____) (Bank: _____) in the sum of Hong Kong Dollars _____ (HK\$ _____), made payable to "Woo Kwan Lee & Lo" as preliminary deposit.

一 張 金 額 為 港 幣 _____ 元 (HK\$ _____), 抬頭為「胡關李羅律師行」的銀行本票(本票號碼: _____)(銀行: _____), 作為臨時訂金。

- (b) A "Warning to Purchasers" (in the form annexed to the Tender Notice as Appendix C) duly signed by me/us.

已由本人/我們簽署的「對買方的警告」(按照招標公告附件C所列的格式)。

- (c) An "Acknowledgement Letter Regarding Special Stamp Duty, Buyer's Stamp Duty and New Rates of Ad Valorem Stamp Duty" (in the form annexed to the Tender Notice as Appendix D) duly signed by me/us.

已由本人/我們簽署的「確認書(關於額外印花稅、買家印花稅及從價印花稅的新稅率)」(按照招標公告附件D所列的格式)。

- (d) A "Declaration on Related Party" (in the form annexed to the Tender Notice as Appendix E) duly signed by me/us.

已由本人/我們簽署的「關於有關連人士的聲明」(按照招標公告附件E所列的格式)。

- (e) An "Agent Agreement" (in the form annexed to the Tender Notice as Appendix F) duly signed by me/us.

已由本人/我們簽署的「介紹人確認書」(按照招標公告附件F所列的格式)。

- (f) An "Acknowledgement Letter Regarding Restriction on Alienation (For Residential Units and Residential Parking Spaces)" (in the form annexed to the Tender Notice as Appendix G) duly signed by me/us.

已由本人/我們簽署的「關於轉讓限制的確認函(住宅單位及住宅車位適用)」(按照招標公告附件G所列的格式)。

- (g) An "Acknowledgement Letter Regarding the Open Kitchen" (in the form annexed to the Tender Notice as Appendix H) duly signed by me/us.

已由本人/我們簽署的「關於開放式廚房的確認函」(按照招標公告附件H所列的格式)。

- (h) A "Personal Information Collection Statement" (in the form annexed to the Tender Notice as Appendix I) duly signed by me/us.

已由本人/我們簽署的「個人資料收集聲明」(按照招標公告附件I所列的格式)。

- (i) An “Acknowledgement Letter Regarding Viewing of Property” (in the form annexed to the Tender Notice as Appendix J) duly signed by me/us.

已由本人/我們簽署的「物業參觀確認函」(按照招標公告附件J所列的格式)。

- (j) A “Vendor’s Information Form” (in the form annexed to the Tender Notice as Appendix K) duly signed by me/us.

已由本人/我們簽署的「賣方資料表格」(按照招標公告附件K所列的格式)。

- (k) A “Acknowledgement Letter Regarding The Loan Benefit” (in the form annexed to the Tender Notice as Appendix L) duly signed by me/us.

已由本人/我們簽署的「關於貸款優惠的確認函」(按照招標公告附件L所列的格式)。

- * (l) A copy of the estate agent’s licence and name card of the estate agent (if any) appointed by me/us.

已由本人/我們委任之地產代理(如有)的牌照影印副本及名片。

- * (m) A copy of my/our Hong Kong Identity Card(s)/Passport(s) and valid Frontier Closed Area Permit(s) (Sha Tau Kok residents applicable).

本人/我們的香港身份證／護照及有效邊境禁區通行證(沙頭角居民適用)影印副本。

- * (n) (applicable to corporate purchaser) A copy of our Business Registration Certificate, a copy of the Hong Kong Identity Card(s)/Passport(s) of our director(s), a copy of valid Frontier Closed Area Permit (Sha Tau Kok residents applicable) of our director(s), a copy of our latest annual return, a copy of the board resolutions authorizing the signing of the Form of Tender and a copy of our Notice of Change of Company Secretary and Director (Appointment/Cessation) (Form ND2A) (if applicable).

(適用於公司買家)我們的公司商業登記證影印副本、董事的香港身份證／護照、董事的有效邊境禁區通行證(沙頭角居民適用)影印副本、最近之周年申報表影印副本、會議記錄授權簽署投標表格的影印副本及更改公司秘書及董事通知書(委任／停任)(表格 ND2A)的影印副本(如適用)。

*** Delete where inapplicable and initial against deletion**

*** 如不適用，請刪除及在旁加簽**

4. I/We agree that in the event that this Tender is accepted by the Vendor, this Tender together with the Preliminary Agreement signed by the Vendor and me/us shall constitute a binding agreement between the Vendor and me/us and the parties thereto agree that the Vendor shall sell and I/we shall purchase the Property in accordance with the terms and conditions set out in the Tender Notice, this Form of Tender and the Preliminary Agreement.

本人/我們同意如賣方接納本投標書，本投標書連同賣方和本人/我們簽署之臨時合約將構成賣方與本人/我們之間具有約束力的協議，雙方同意按照招標公告、本投標表格及臨時合約所訂明之條款及條件出售及購買本物業。

Dated the _____ day of _____ 2019.

日期為 2019 年 _____ 月 _____ 日。

Name(s) of the Tenderer

投標者姓名

:

Signature(s) of the Tenderer

投標者簽名

:

Hong Kong Identity Card(s) No(s)/
Passport(s) No(s) / Business Registration
No. (with copy(ies) attached hereto)
香港身份證號碼/ 護照號碼/ 商業登記
證號碼 (連同其影印副本)

:

Permit No(s) of Frontier Closed Area
Permit(s) (Sha Tau Kok residents
applicable) (with copy(ies) attached
hereto)
邊境禁區通行證編號(沙頭角居民適
用)(連同其影印副本)

:

Correspondence Address in Hong Kong/
Registered Office

個人在香港的通訊地址/ 公司登記地址

:

Telephone No(s).

電話號碼

:

Facsimile No(s).

傳真號碼

:

Name of Contact Person of the Tenderer

投標者聯絡人姓名

:

Type of Ownership
擁有權種類

*as Sole Owner / Joint Tenants / Tenants in
Common (in equal shares)

: *作為唯一擁有人/聯權共有人/ 分權共有
人(相同份數)

*** *Delete where inapplicable and initial
against deletion***

*** 如不適用，請刪除及在旁加簽**

Estate Agent appointed by the Tenderer
(if any)
投標者委任的地產代理(如有)

:

Estate Agent's licence No.
(with copy of the Estate Agent's licence
and name card attached hereto)
地產代理的牌照號碼
(連同牌照影印副本及名片)

:

Contact Details of the Estate Agent
appointed by the Tenderer
投標者委任的地產代理之
聯絡詳情

:

Signature of Witness
見證人簽名

:

Name of Witness
見證人姓名

:

Occupation of Witness
見證人職業

:

Address of Witness
見證人地址

:



Sales Agent : Far East Consortium Real Estate Agency Ltd.
賣方代表 遠東發展地產代理有限公司
Estate Agent's License (Company)
地產代理公司牌照 : C - 048383
16/F, Far East Consortium Building
香港中環德輔道中 121 號遠東發展大廈 16 樓
Tel: (852) 2850 0600
P.A.Number
臨時合約編號 :

PRELIMINARY AGREEMENT FOR SALE & PURCHASE
臨時買賣合約

Vendor's Solicitors : Woo Kwan Lee & Lo 賣方律師樓:		Telephone : 2586-9898 電話 :	
Address :	Room 2801, 28 th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong 地址 : 香港灣仔港灣道 30 號 新鴻基中心 28 樓 2801 室		
Vendor : 賣方	Jarton Limited 健烽有限公司	Purchase Date : 購買日期	
買方 Purchaser(s) : 身份證/護照/商業登記 號碼 ID/Passport/BR No.:			
買方地址 Purchaser's address: 電話 Tel No.:			
Name of the development: Marin Point , No. 31 Shun Lung Street, Sha Tau Kok 發展項目名稱 : 沙頭角順隆街 31 號, 尚澄			
Property : 物業	Tower 座數	Floor 樓層	Flat/Unit 單位

Terms and Conditions 條款及條件

1) In this Preliminary Agreement -

在本臨時合約中 –

- (a) “saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Chapter 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 10(a) is calculated in accordance with section 8(3) of that Ordinance; and 第 10 (a)條所指的項目的樓面面積，按照該條例第 8(3)條計算；及
- (d) the area of an item under clause 10 (b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance. 第 10 (b)條所指的項目的面積，按照該條例附表 2 第 2 部計算。

2) The purchase price of the Property is HK\$ _____, which shall be paid by the Purchaser to the Vendor in the manner as follows –

本物業的售價為 港幣\$ _____ 元，並須由買方按以下方式付予賣方 –

Preliminary deposit in the sum of HK\$ _____, which is equal to 5% of the purchase price shall be paid upon signing of this Preliminary Agreement

為數 港幣\$ _____ 元(即售價的 5%)的臨時訂金，須於簽署本臨時合約時支付。

Balance : 港幣\$ _____ Shall be paid on or before _____
樓價餘額 於 _____ 或之前付清。

[an amount equivalent to 95% of the purchase price / 即售價的 95%]

Completion of the sale and purchase of the Property shall take place on or before _____.

本物業的買賣須於 _____ 或之前完成。

3) The preliminary deposit payable by the Purchaser shall be held by the Vendor's Solicitors as stakeholder.

買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。

4) It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase (“the Agreement”) to be executed –

按訂約雙方的意向，本臨時合約將會由一份買賣合約(“正式合約”)取代，正式合約須 –

(a) by the Purchaser on or before _____

(i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and

由買方於 _____ (即本臨時合約的簽署日期之後的第五個工作日)或之前簽立；及

(b) by the Vendor on or before _____ (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).

由賣方於 _____ (即本臨時合約的簽署日期之後的第八個工作日)或之前簽立。

5) The Purchaser shall attend the offices of the Vendor's Solicitors together with this Preliminary Agreement within 5 working days after the date hereof (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor's Solicitors; (ii) to pay the sum above-mentioned as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement as set out in clause 17(e).

買方須於本臨時合約的簽署日期之後的五個工作日內攜帶本臨時合約到賣方律師的辦事處辦理下列手續(按：必須嚴守所訂日期)：(i)簽署賣方代表律師所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 17(e)條所載正式合約應付之所有印花稅。

6) 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。

- 10) The sale and purchase of the Property includes the fittings, finishes and appliances as set out in Annex I attached hereto.
本物業買賣所包括的裝置、裝修物料及設備列於附錄 I。
- 11) Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap.219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
- 12) The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 13 and fully understands its contents.
買方已確認收到第 13 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。
- 13) For the purposes of clause 12, the following is the "Warning to Purchasers" –
就第 12 條而言，“對買方的警告”內容如下 –
- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
- (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
- (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
- (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
- 14) All part payments of the purchase price and the balance of the purchase price shall be paid by the Purchaser by way of cashier order(s) issued or cheque(s) certified good for payment by a licensed bank in Hong Kong in favour of the Vendor's Solicitors for the relevant amount.
樓價的任何部份及樓價餘額必須以香港持牌銀行所發出並以賣方律師行作抬頭人的本票或保付支票支付。
- 15) (a) If the Purchaser shall also instruct the Vendor's Solicitors to act for him in respect of the purchase of the Property, the Vendor shall bear such solicitor's legal fees in respect of the Agreement and the subsequent Assignment.
若買方亦聘用賣方之律師行為買方在本物業買賣之代表律師，賣方將承擔該律師行在處理正式合約及其後買方受益的轉讓契之法律費用。
- (b) If the Purchaser chooses to instruct his own solicitor's to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitor's legal fees in respect of the Agreement and the subsequent Assignment.
若買方選擇另聘律師代表其買入本物業，則買賣雙方須各自負責其在有關正式合約及其後之轉讓契之法律費用。
- (c) 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。

- (d) The cost of Deed of Mutual Covenant and Management Agreement, all plan fees, the costs of certified copies of the relevant title deeds including plan fees for such certified copies, search fees, registration fees and other disbursements shall be borne by the Purchaser. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any Mortgage of the Property.

公契及管理協議之法律費用、一切圖則費用、有關業權之契約之認證副本包括圖則之費用、查冊費、註冊費及其他支出款項均須由買方承擔。一切有關本物業按揭之法律費用及其他支出，均由買方負責。

- (e) (i) Without prejudice to clauses 6 and 7 above, all stamp duty (including without limitation the ad valorem stamp duty, the special stamp duty, the buyer's stamp duty and all additional stamp duty chargeable under Stamp Duty Ordinance (Chapter 117)) on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.

在無損害上文第 6 及 7 條的情況下，有關本臨時合約及/或正式合約及/或轉讓地契之所有印花稅(包括但不限於根據《印花稅條例》(第 117 章)下可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)，一概由買方負責支付。

(ii) The Purchaser 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 full or punctually paid by the Purchaser. This sub-clause (ii) shall survive completion of the sale and purchase of the Property.

若買方不能全數準時繳付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，買方須就此向賣方作出十足的彌償。本子條款(ii)於本物業買賣成交後仍然有效。

- 16) 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.

買方在購買本物業時完全知悉本物業及本物業內的裝置，裝修物料及設備的實質狀況，並接受本物業及該等裝置，裝修物料及設備的現狀。

- 17) The Property is sold on "as is" basis. The Purchaser agrees and acknowledges that he has duly inspected the Property, has knowledge of and accepts the existing state and condition of the Property.

本物業以現狀形式出售。買方同意及承認已到本物業實地視察，並清楚及接受本物業現時之情況。

- 18) Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.

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

- 19) This Preliminary Agreement is a binding agreement. The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price and on the terms set out in this Preliminary Agreement. Save and except the preliminary deposit, all part payment(s) and balance of purchase price shall be made by cashier orders drawn in favor of the Vendor's solicitors. The Purchaser shall pay the purchase price pursuant to the terms and conditions herein. All payments of the purchase price shall be paid at or before 4:30p.m. Mondays to Fridays.

本臨時合約是有約束力的合約，賣方必須按本臨時合約列出之條款出售本物業，買方亦必須按該等條款購買本物業。除臨時訂金外，所有部分樓價及售價餘額必須以抬頭寫賣方之代表律師的銀行本票繳付。買方必須根據本臨時合約之條款及條件繳付售價。所有售價付款均須在星期一至五下午 4:30 或之前繳付。

- 20) (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.

賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章) (「該條例」) 強制執行本臨時合約下任何條款，並且同意把本臨時合約排除於該條例的適用範圍，惟受以下第(b) 款及(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).

本條例第(a) 款只在並無違反《一手住宅物業銷售條例》(第 621 章) 的情況下適用，而本臨時合約的條款亦只在該等情況下獲排除於該條例的適用範圍之外。

(c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of the 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(倘若此撤銷權存在)，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。

- 21) The Purchaser shall promptly inform the Vendor in writing of any change in his correspondence address and telephone number.
買方通訊地址或電話如有更改，買方須立即以書面通知賣方。
- 22) The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
本物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。
- 23) 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。
- 24) 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。

Purchaser 's signature(s)

買方簽署

For and on behalf of the Vendor

代表賣方簽署

Far East Consortium Real Estate Agency Ltd

遠東發展地產代理有限公司

The Purchaser(s) hereby agrees to purchase the Property subject to the above terms and conditions and all these terms and conditions shall form part of this Preliminary Agreement.買方同意根據上述條款及條件購買本物業，所有條款及條件均為本臨時合約之一部份。

Receipt : Bank 銀行
收據

Casher Order/ Cheque No
本票/支票號碼

Amount 總計

Authorized Signature 經手收款人

Received the above stated Preliminary Deposit of :
茲收到上述所列之臨時訂金(經已收妥此據)

HK\$:

Date 日期 :

附錄 I

1. 外部裝修物料	
項目	描述
a) 外牆	裝修物料的類型： 住宅大廈外牆鋪砌瓷磚，部份外用油漆及部份鋁百葉。 平台外牆鋪砌瓷磚，部份外用油漆及部份鋁百葉。
b) 窗	框的物料： 氟化碳噴塗鋁窗框。 玻璃的物料 （惟下述單位的淋浴室及浴室玻璃除外）：清玻璃。 淋浴室及浴室玻璃的物料： 磨砂玻璃提供於以下住宅單位之淋浴室及浴室： <u>淋浴室</u> 第 1 座： 1 樓至 3 樓及 5 樓單位 C 及 E 第 2 座： 1 樓至 3 樓及 5 樓至 6 樓單位 M 第 3 座： 1 樓至 3 樓及 5 樓單位 C 及 E <u>浴室</u> 第 1 座： 6 樓單位 C 及 D 第 3 座： 6 樓單位 C 及 D
c) 窗台	不適用。
d) 花槽	鋪砌瓷磚。
e) 陽台或露台	所有露台均有蓋及裝有金屬欄杆。地台鋪砌瓷磚。牆身鋪砌瓷磚。天花以油漆飾面。 不設陽台。
f) 乾衣設施	不適用。

2. 室內裝修物料	
項目	描述
a) 大堂	(i) 牆壁的裝修物料的類型： 1. 地面入口大堂：天然石、部份鋪砌不銹鋼、鏡及玻璃。 2. 住宅層升降機大堂：瓷磚、部份鋪砌不銹鋼、鏡、天然石及玻璃。 (ii) 地板的裝修物料的類型： 1. 地面入口大堂：天然石。 2. 住宅層升降機大堂：瓷磚。 (iii) 天花板的裝修物料的類型： 1. 地面入口大堂：石膏板假天花配乳膠漆。 2. 住宅層升降機大堂：石膏板假天花配乳膠漆。
b) 內牆及天花板	(i) 客廳、飯廳及睡房的牆壁裝修物料的類型： 批盪及髹乳膠漆。 (ii) 客廳、飯廳及睡房的天花板的裝修物料的類型： 外露位置批盪髹乳膠漆、其他部分設有石膏板假天花及橫樑髹乳膠漆。

c) 內部地板	(i) 客廳、飯廳及睡房的地板及牆腳線的裝修物料的類型： 鋪砌瓷磚及木腳線。
d) 浴室	牆壁、地板及天花板的裝修物料的類型： 1. 地台鋪砌瓷磚。 2. 牆身鋪砌瓷磚至假天花(木櫃背牆身除外)。 3. 鋁假天花。
e) 廚房	牆壁、地板、天花板及灶台的裝修物料的類型： 1. 牆身的外露位置鋪砌瓷磚及髹乳膠漆至假天花水平。 2. 地台鋪砌瓷磚。 3. 石膏板假天花及髹油漆。 4. 灶台鋪設實心人造面料。

3. 室內裝置											
項目	描述										
a) 門	i) 用料： 1. 單位大門：實心防火木門。 2. 睡房門及浴室：實心木門。 3. 淋浴室門：實心木門配木百葉。 4. 露台門：鋁框門鑲配強化清玻璃。 5. 工作平台門：鋁框門鑲配強化清玻璃。 6. 平台門：鋁框門鑲配強化清玻璃。 ii) 裝修物料： i. 單位大門：木飾面。 ii. 睡房門及浴室：木飾面。 iii. 淋浴室門：木飾面。 iv. 露台門： a) 鋁框掩門配以氟化塗層及鑲配強化清玻璃提供於以下之住宅單位： <table border="1"> <tr> <td>第 1 座：</td><td>1 樓至 3 樓、5 樓及 6 樓單位 M</td></tr> <tr> <td>第 2 座：</td><td>1 樓至 3 樓、5 樓及 6 樓單位 B</td></tr> <tr> <td>第 5 座：</td><td>1 樓至 3 樓、5 樓及 6 樓單位 B 及 K</td></tr> </table> b) 鋁框趟門配以氟化塗層及鑲配強化清玻璃提供於其餘住宅單位。 v. 工作平台門：鋁框掩門配以氟化塗層及鑲配強化清玻璃。 vi. 平台門： a) 鋁框掩門配以氟化塗層及鑲配強化清玻璃提供於以下之住宅單位： <table border="1"> <tr> <td>第 1 座：</td><td>1 樓單位 B, C, L 及 M; 6 樓單位 C 及 D</td></tr> <tr> <td>第 3 座：</td><td>1 樓單位 B 及 C; 6 樓單位 C 及 D</td></tr> </table> b) 鋁框趟門配以氟化塗層及鑲配強化清玻璃提供於其餘住宅單位。 iii) 配件： i. 單位大門：門鎖套裝、門氣鼓、防盜眼及門檔。 ii. 睡房門及浴室：門鎖套裝及拉手。 iii. 淋浴室門：門鎖套裝及拉手。 iv. 露台門：門鎖套裝及拉手。 v. 工作平台門：門鎖套裝及拉手。	第 1 座：	1 樓至 3 樓、5 樓及 6 樓單位 M	第 2 座：	1 樓至 3 樓、5 樓及 6 樓單位 B	第 5 座：	1 樓至 3 樓、5 樓及 6 樓單位 B 及 K	第 1 座：	1 樓單位 B, C, L 及 M; 6 樓單位 C 及 D	第 3 座：	1 樓單位 B 及 C; 6 樓單位 C 及 D
第 1 座：	1 樓至 3 樓、5 樓及 6 樓單位 M										
第 2 座：	1 樓至 3 樓、5 樓及 6 樓單位 B										
第 5 座：	1 樓至 3 樓、5 樓及 6 樓單位 B 及 K										
第 1 座：	1 樓單位 B, C, L 及 M; 6 樓單位 C 及 D										
第 3 座：	1 樓單位 B 及 C; 6 樓單位 C 及 D										

	vi. 平台門: 門鎖套裝及拉手。
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3. 室內裝置	
b) 浴室	(i) 裝置及設備的類型及用料: 浴室: 裝設鏡飾面木吊櫃、木製地櫃配天然石檯面、搪瓷坐廁、搪瓷洗手盆、鍍鉻花灑套裝、鍍鉻洗手盆水龍頭及鍍鉻廁紙架。 淋浴室: 裝設鏡飾面木吊櫃、木製地櫃配天然石檯面、鍍鉻洗手盆水龍頭、搪瓷坐廁、搪瓷洗手盆、鍍鉻廁紙架及鍍鉻毛巾架及鍍鉻花灑套裝。 (ii) 供水系統的類型及用料: 由間接供水系統供水, 冷熱供水系統均採用銅喉。 (iii) 沐浴設施的類型及用料: 浴室: 搪瓷鑄鐵浴缸。 淋浴室: 強化玻璃淋浴間。 (iv) 浴缸大小:1500 毫米(長) x 700 毫米(闊) x 418 毫米(深)
c) 廚房	(i) 洗滌盆的用料: 不鏽鋼。 (ii) 供水系統的用料: 冷熱供水系統物料用銅喉。 (iii) 廚櫃的用料及裝修物料: 開放式廚房: 木製櫥櫃配以實心人造塑料檯面。 (iv) 消防裝置及設備: 開放式廚房內或附近的天花裝置煙霧探測器及消防花灑頭。 (v) 所有其他裝置及設備的類型: 鍍鉻冷熱水水龍頭。
d) 睡房	沒有裝置。
e) 電話	接駁點的位置及數目: 客廳均裝有電話接駁點。 有關接駁點的位置及數目, 請參考“住宅物業機電裝置數量說明表”。
f) 天線	接駁點的位置及數目: 客廳及睡房均裝有電視/收音機天線接駁點。 有關電視/收音機接駁點的位置及數目, 請參考“住宅物業機電裝置數量說明表”。
g) 電力裝置	(i) 供電附件: 客廳、飯廳、睡房、廚房及浴室均裝有隱藏導管供燈掣及插座。提供三相電力並裝設微型斷路器及漏電斷路器。 (ii) 電插座及空調機接駁點的位置及數目: 有關電插座及空調機接駁點的位置及數目, 請參考“住宅物業機電裝置數量說明表”。

h) 氣體供應	不適用。
i) 洗衣機接駁點	位置： 設於開放式廚房。 設計： 來水接駁喉管接駁點直徑為 22 毫米，去水接駁喉管接駁點直徑為 40 毫米。
j) 供水	水管的用料：銅 水管部份隱藏部份外露。外露水管內藏於假天花，假陣及櫃中。有熱水供應。

4. 雜項	
項目	描述
a) 升降機	- 設有 2 部「其士」客用升降機（產品型號：SPACEL-III）提供在第 1 座，其中 1 部客用升降機直達地面至 6 樓及 1 部直達地面至主天台。 - 設有 2 部「其士」客用升降機（產品型號：SPACEL-III）提供在第 2 座，其中 1 部客用升降機直達地面至 6 樓及 1 部直達地面至主天台。 - 設有 2 部「其士」客用升降機（產品型號：SPACEL-III）提供在第 3 座，其中 1 部客用升降機直達地面至 6 樓及 1 部直達地面至主天台。 - 設有 2 部「其士」客用升降機（產品型號：SPACEL-III）提供在第 5 座，其中 1 部客用升降機直達地面至 6 樓及 1 部直達地面至主天台。 （備註：不設 4 樓）
b) 信箱	用料：不銹鋼。
c) 垃圾收集	垃圾收集的方法： 每層住宅層設有垃圾及物料回收房，另中央垃圾收集房設於地面。垃圾由清潔工人收集及運送。 垃圾房的位置： 垃圾及物料回收房位置請參考住宅樓面平面圖。
d) 水錶、電錶、氣體錶	位置： 每層住宅層的公用水電錶房及電錶房內各自裝有每住宅戶專用之獨立水錶及電錶。沒有煤氣錶。
5. 保安設施	
保安系統及設備： 住宅大廈入口大堂及所有電梯內均有閉路電視，直接通往大堂保安 / 管理處。住宅大廈入口大堂均有訪客對講系統及住戶專用智能卡系統。 住宅單位設有對講機連接入口大堂保安/管理處。	

6.設備

有關設備品牌名稱及產品型號，請參閱“設備說明表”。

買方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

Annex I
FITTINGS, FINISHES AND APPLIANCES

1. Exterior Finishes	
Item	Description
a) External Wall	Type of Finishes: Residential towers' external walls are finished with ceramic wall tiles, partly external paint and partly aluminum louvers. Podium external wall are finished with ceramic wall tiles, partly external paint and partly aluminum louvers.
b) Window	Material of frame: Aluminum frame with fluorocarbon coating. Material of Glass (except Shower Rooms Glass of the units specified below) : Clear glazing glass. Material of Shower Room and Bathroom: Obscured glass are provided to the Shower Room and Bathroom Glass of the following residential units: <u>Shower Room</u> Tower 1: Unit C & E on 1/F to 3/F and 5/F Tower 2: Unit M on 1/F to 3/F and 5/F to 6/F Tower 3: Unit C & E on 1/F to 3/F and 5/F <u>Bathroom</u> Tower 1: Unit C & D on 6/F Tower 3: Unit C & D on 6/F
c) Bay Window	Not Applicable.
d) Planter	Finished with ceramic tiles.
e) Verandah or Balcony	All balconies are covered and fitted with metal balustrade. Floor finished with homogeneous tiles. Wall finished with ceramic wall tiles. Ceiling is finished with painting. There is no Verandah.
f) Drying Facilities for Clothing	Not Applicable.

2. Interior Finishes	
Item	Description
a) Lobby	(i) Type of wall finishes: 1. Entrance hall on G/F: natural stone, partly stainless steel, mirror and glass. 2. Lift lobby on residential floor: ceramic tiles, partly stainless steel, mirror, natural stone and glass. (ii) Type of floor finishes: 1. Entrance hall on G/F: natural stone. 2. Lift lobby on residential floor: ceramic tiles. (iii) Type of ceiling finishes: 1. Entrance hall on G/F: gypsum board false ceiling with emulsion paint. 2. Lift lobby on residential floor: gypsum board false ceiling with emulsion paint.
b) Internal Wall and Ceiling	(i) Type of wall finishes for living room, dining room and bedroom: plaster finished with emulsion paint. (ii) Type of ceiling finishes for living room, dining room and bedroom: plaster finished with emulsion paint where exposed; other parts provided with gypsum board false ceiling and bulkhead, finished with emulsion paint.
c) Internal Floor	Material of floor and skirting for living room, dining room and bedroom: Ceramic floor tiles and wooden skirting.
d) Bathroom	Type of wall, floor and ceiling finishes: 1) Floor finished with ceramic floor tiles. 2) Wall (except area covered by the wooden cabinet) finished with ceramic wall tiles to false ceiling level. 3) Aluminum false ceiling.
e) Kitchen	Type of wall, floor, ceiling and cooking bench finishes: 1) Wall finished with ceramic wall tiles and painted with emulsion paint where exposed and up to false ceiling level. 2) Floor finished with ceramic floor tiles. 3) Gypsum board false ceiling finished with emulsion paint. 4) Cooking bench finished with solid artificial surfacing material.

3. Interior Fittings	
Item	Description
a) Doors	i) <u>Material:</u> i. Door of Unit Main Entrance: fire rated solid core timber door. ii. Door of Bedroom and Bathroom: solid core timber door. iii. Door of Shower Room: solid core timber door with timber louver iv. Door of Balcony: aluminum frame door with clear tempered glass. v. Door of Utility Platform: aluminum frame door with clear tempered glass. vi. Door of Flat Roof: aluminum frame door with clear tempered glass. ii) <u>Finishes:</u> i. Door of Unit Main Entrance: timber veneer. ii. Door of Bedroom and Bathroom: timber veneer. iii. Door of Shower Room: timber veneer. iv. Door of Balcony: a) Aluminum frame swing door with fluorocarbon coating and clear tempered glass for the following residential units. Tower 1: Unit M on 1/F to 3/F, 5/F and 6/F Tower 2: Unit B on 1/F to 3/F, 5/F and 6/F Tower 5: Unit B & K on 1/F to 3/F, 5/F and 6/F b) Aluminum frame sliding door with fluorocarbon coating and clear tempered glass for other residential units. v. Door of Utility Platform: aluminum frame swing door with fluorocarbon coating and clear tempered glass. vi. Door of Flat Roof: a) Aluminum frame swing door with fluorocarbon coating and clear tempered glass for the following residential units. Tower 1: Unit B, C, L & M on 1/F; Unit C, D on 6/F Tower 3: Unit B, C on 1/F; Unit C, D on 6/F b) Aluminum frame sliding door with fluorocarbon coating and clear tempered glass for other residential units. (iii) <u>Accessories:</u> i. Door of Unit Main Entrance: lockset, door closer, eye viewer and door stopper. ii. Door of Bedroom and Bathroom: lockset and handle. iii. Door of Shower Room: lockset and handle. iv. Door of Balcony: lockset and handle. v. Door of Utility Platform: lockset and handle.

	vi. Door of Flat Roof: lockset and handle.
b) Bathroom	(i) Type and material of fittings and equipment: - Bathroom: fitted with wooden hanging cabinet with mirror, wooden low cabinet with natural stone countertop, vitreous china water closet, vitreous china wash basin, chrome plated shower mixer, chrome plated basin mixer and chrome plated toilet paper holder. - Shower Room: fitted with wooden hanging cabinet with mirror, wooden low cabinet with natural stone countertop, chrome plated basin mixer, vitreous china water closet, vitreous china wash basin, chrome plated paper holder, chrome plated towel bar and chrome plated shower set, (ii) Type and material of water supply system: Indirect feed water supply system is provided and copper pipes for both hot and cold water supply. (iii) Type and material of bathing facilities: - Bathroom: enamel cast iron bath tub. - Shower Room: tempered glass shower cubicle. (iv) Size of bath tub: 1500 mm (L) x 700 mm (W) x 418 mm (D)
c) Kitchen	(i) Material of sink unit: Stainless steel. (ii) Material of water supply system: Copper pipes for both hot and cold water supply. (iii) Material and finishes of kitchen cabinet: Open Kitchen: fitted with wooden kitchen cabinet with solid artificial surfacing material countertop. (iv) Fire service installations and equipment: Ceiling-mounted smoke detector and sprinkler head are fitted in or near open kitchen. (v) Type of all other fittings and equipment: Chrome plated hot and cold water faucet.
d) Bedroom	No fittings.
e) Telephone	Location and number of connection points: Telephone points are provided at living room. For the number and location of the connection point, please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Properties".

f) Aerials	Location and number of connection points: TV / FM outlets are provided at living room and bedroom(s). For the number and location of the TV/FM outlets point, please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Properties".
g) Electrical Installations	(i) Electrical fittings: Concealed conduit wiring for lighting and power points are provided in living room, dining room, bedrooms, kitchen and bathroom. Three-phase electricity supply with miniature circuit breakers distribution board and Residual Current Device is provided. (ii) Location and number of power points and air-conditioner points: For location and number of power points and air-conditioner points, please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Properties".
h) Gas Supply	Not Applicable.
i) Washing Machine Connection Point	(i) Location: Provided in open kitchen (ii) Design: water supply connection point of a pipe of 22mm in diameter, drainage connection point of pipe of 40 mm in diameter.
j) Water Supply	(i) Material of water pipes: Copper Water pipes are concealed in part and exposed in part. All exposed pipeworks are enclosed in false ceilings, bulkhead or kitchen cabinets. Hot water is available.

4. Miscellaneous	
Item	Description
a) Lifts	2 nos. of "CHEVALIER" passenger lifts (model no. SPACEL-III) are provided in Tower 1, one of passenger lifts serves from G/F to 6/F and one serves from G/F to main roof. 2 nos. of "CHEVALIER" passenger lifts (model no. SPACEL-III) are provided in Tower 2, one of passenger lifts serves from G/F to 6/F and one serves from G/F to main roof. 2 nos. of "CHEVALIER" passenger lifts (model no. SPACEL-III) are provided in Tower 3, one of passenger lifts serves from G/F to 6/F and one serves from G/F to main roof. 2 nos. of "CHEVALIER" passenger lifts (model no. SPACEL-III) are provided in Tower 5, one of passenger lifts serves from G/F to 6/F and one serves from G/F to main roof. (Remark: 4/F is omitted)
b) Letter Box	Material: Stainless steel.

c) Refuse Collection	(i) Means of refuse collection: Refuse storage & material recovery room is provided on each residential floor with central refuse collection chamber on G/F The refuse is collected and removed by cleaners (ii) Location of refuse room: Please refer to the Floor Plans of Residential Properties in the Development for the location of the reuse storage & material recovery room.
d) Water Meter, Electricity Meter and Gas Meter	Location: Separate water meters and electricity meters for individual unit are provided in the common water meter room and electric meter room on each residential floor. No gas meter.
5. Security Facilities	Security system and equipment CCTV cameras at the main entrance hall of residential towers and all lift cars of the residential towers are connected directly to the lobby security/ caretaker counter. Visitor intercom panel and smart card reader for the residents are provided at the main entrance hall of residential towers. Individual units are equipped with a door phone system connected to the main entrance hall security / caretaker counter.
6. Appliances	Please refer to the “Appliances Schedule” for brand name and model numbers of appliances. Note: Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Development, lift or appliance s of compensable quality will be installed

對買方的警告
買方請小心閱讀

Address 地址: No. 31 Shun Lung Street, New Territories, Hong Kong 香港新界順隆街 31 號

Property purchased 所購單位: Tower 座數 Floor 樓層 Unit 單位

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

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

我/我們已收到此警告之副本及完全明白此警告之內容。

Dated this _____ day of _____
公曆 _____ 年 _____ 月 _____ 日

Signature(s) of Purchaser(s) 買方簽署：_____

Name(s) of Purchaser(s)
買方姓名：

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

ACKNOWLEDGEMENT LETTER**REGARDING SPECIAL STAMP DUTY, BUYER'S STAMP DUTY AND NEW RATES OF AD VALOREM STAMP DUTY**

To : Woo Kwan Lee & Lo, Solicitors

Name of the Development : Marin Point

Address : No. 31 Shun Lung Street, New Territories, Hong Kong

Property : Unit on Floor, Tower

Purchaser(s) :

I.D./Passport/B.R. No. :

I/We, the undersigned, hereby acknowledge and confirm that I/we am/are aware of the following and their implications prior to my/our signing of the Preliminary Agreement for Sale and Purchase and the Formal Agreement for Sale and Purchase of the Property:

A. Buyer's Stamp Duty & Extended Coverage for Special Stamp Duty

1. The Stamp Duty (Amendment) Ordinance 2014 was gazetted on 28 February 2014 and the law has retrospective effect from **27 October 2012** ("**the Effective Date**"). The Stamp Duty Ordinance ("**the Ordinance**") has been amended to adjust the duty rates and extend the coverage period in respect of the Special Stamp Duty ("**SSD**") and introduce a Buyer's Stamp Duty ("**BSD**") on residential properties acquired by any person (including a limited company) except a Hong Kong Permanent Resident ("**HKPR**") within the meaning of section 29A(1) of the Ordinance.
2. The main details of the amendments are as follows:-
 - (a) The adjusted SSD has 3 levels of regressive rates for different holding periods:
 - (i) 20% if the property has been held for 6 months or less;
 - (ii) 15% if the property has been held for more than 6 months but for 12 months or less; and
 - (iii) 10% if the property has been held for more than 12 months but for 36 months or less.
 - (b) The BSD is charged at a flat rate of 15% for all residential properties, on top of the existing stamp duty and SSD, if applicable, acquired by any person (including a limited company), except a HKPR. Exemptions to BSD are provided to certain transactions including, for example, those involving acquisition of residential properties by a HKPR jointly with his or her closely related persons (i.e. spouse, parents, children, brothers and sisters) who are not HKPR.
 - (c) The adjusted rates and extended holding period of SSD and the new BSD are applicable to all residential properties acquired **on or after the Effective Date.**
 - (d) For exemptions to SSD and BSD, please browse the Inland Revenue Department website (www.ird.gov.hk).

(e) The BSD (where applicable) must be paid within 30 days after the execution of the Preliminary Agreement for Sale and Purchase.

3. I/We understand that if I/we am/are HKPR and am/are not subject to the BSD, I/we need to make a statutory declaration in such form as prescribed by the Stamp Office that I/we am/are HKPR and am/are acquiring the Property on my/our own behalf.

B. Ad Valorem Stamp Duty under the Stamp Duty (Amendment) Ordinance 2018

1. The Stamp Duty (Amendment) Ordinance 2018 (the “**2018 Amendment Ordinance**”) was gazetted on 19 January 2018 with retrospective effect from 5 November 2016. The Stamp Duty Ordinance has been amended by the 2018 Amendment Ordinance to increase the ad valorem stamp duty (“**AVD**”) rates for residential property transactions to a flat rate of 15% (“**New Rate**”), such that any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to the AVD at New Rate. AVD at New Rate is applicable to any residential property (except that acquired by a Hong Kong permanent resident (“**HKPR**”) who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition) acquired either by an individual or a company.

C. Tightening Up of Exemption Arrangement under the Stamp Duty (Amendment) (No. 2) Ordinance 2018

1. The Stamp Duty (Amendment) (No.2) Ordinance 2018 (the “**2018 Amendment Ordinance (No.2)**”) was gazetted on 20 April 2018 with retrospective effect from 12 April 2017. The 2018 Amendment Ordinance (No.2) tightens up the exemption requirement for HKPR under the New Rate. Under the 2018 Amendment Ordinance (No.2), unless specifically exempted or otherwise provided by law, any instrument executed on or after 12 April 2017 for the sale and purchase or transfer of residential property, if covering more than one residential property, will be subject to AVD at New Rate even though those residential properties are acquired by a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition.
2. Under the 2018 Amendment Ordinance or the 2018 Amendment Ordinance (No.2), there is no change to the other circumstances under which AVD at Scale 2 rates is applicable or AVD is exempt.
3. For details of the applicable exemptions to AVD at New Rate and the 2018 Amendment Ordinance (No.2), please browse the Inland Revenue Department website (www.ird.gov.hk).

D. General

1. I/We understand that I/we shall be solely responsible for ascertaining whether I/we am/are HKPR and subject to the BSD or the AVD at New Rate or otherwise.
2. I/We understand that if I/we claim that the AVD at Scale 2 rates shall apply and/or BSD shall be exempted:-
 - (a) I/We shall make a statutory declaration (the “Statutory Declaration”) (in the prescribed form) accompanied with a

copy of my/our Hong Kong Identity Card(s).

(b) I/We undertake(s) to deliver and shall procure my/our solicitors to deliver to your firm:-

- (i) within 17 days from the date of the Formal Agreement for Sale and Purchase, a certified true copy of the Statutory Declaration together with a duly completed Form IRSD 118 and other supporting documents which the Stamp Office may from time to time require; and
- (ii) within 1 month from the date of the Formal Agreement for Sale and Purchase, a certified true copy of the Formal 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 Formal Agreement for Sale and Purchase.

- 3. If the present transaction is subject to payment of the AVD at New Rate, the AVD at New Rate will be payable within 30 days after execution of the relevant Agreement for Sale and Purchase .
- 4. 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.
- 5. I/We acknowledge and agree that I/we shall pay all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by me/us or any third party (if applicable) if I/we claim exemption from BSD or AVD at New Rate, as the case may be.
- 6. I/We acknowledge that this 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. Whether the AVD at Scale 2 rates will be applicable to me/us and/or whether I/we shall be exempted for BSD is subject to the decision of the Collector of Stamp Revenue.
- 7. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement for Sale and Purchase and the Agreement for Sale and Purchase.
- 8. The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.

Purchaser(s)

Date

[中文譯本僅供參考]

確 認 書

(關於額外印花稅、買家印花稅及從價印花稅的新稅率)

致：胡關李羅律師行

發展項目名稱：尚澄

地址：香港新界順隆街 31 號

物業：座數 樓層 單位 (「該物業」)

買方名稱：

身分證/護照/商業登記證號碼：

本人/我們即下述簽署人，僅此確認在簽署上述物業之臨時買賣合約及正式買賣合約之前，本人/我們已獲悉以下事項及其影響：

A. 買家印花稅及經調整額外印花稅

1. 《2014 年印花稅(修訂)條例》已於 2014 年 2 月 28 日刊憲，其效力追溯至 **2012 年 10 月 27 日**(「生效日期」)。就此，《印花稅條例》已修訂調整「額外印花稅」的稅率及延長有關的物業持有期，並引入適用於香港永久性居民(依《印花稅條例》第 29A(1)條所載的定義)以外的任何人士(包括有限公司)取得住宅物業的「買家印花稅」。

2. 條例的修訂主要內容如下：

(a) 修訂後的「額外印花稅」是按不同的物業持有期分為三級逆進稅率：

- (i) 假若有關物業持有六個月或以內，稅率為 20%；
- (ii) 假若有關物業持有超過六個月但在十二個月或以內，稅率為 15%；以及
- (iii) 假若有關物業持有超過十二個月但在三十六個月或以內，稅率為 10%。

(b) 「買家印花稅」是在現有的印花稅及「額外印花稅」(如適用)之上對所有住宅物業徵收，稅率劃一為 15%。「買家印花稅」適用於香港永久性居民以外的任何人士(包括有限公司)取得住宅物業。部分交易，包括如涉及香港永久性居民及其非香港永久性居民的近親(即配偶、父母、子女及兄弟姐妹)聯名取得住宅物業，可以獲得豁免「買家印花稅」。

(c) 「額外印花稅」修訂後的稅率及延長的物業持有期，及新引入的「買家印花稅」，均適用於在生效日期或以後取得的住宅物業。

(d) 有關「額外印花稅」及「買家印花稅」適用的豁免，請瀏覽稅務局網頁(www.ird.gov.hk)。

(e) 「買家印花稅」(如適用)須在臨時買賣合約簽立日期後 30 天內繳交。

3. 本人/我們明白，如本人/我們是香港永久性居民及不需要繳付「買家印花稅」，則本人/我們需要作出印花署指定格式之法定聲明，以聲明本人/我們為香港永久性居民，及本人/我們是代表自己行事以取得上述物業。

B. 《2018 年印花稅(修訂)條例》之從價印花稅稅率

1. 《2018 年印花稅(修訂)條例》(「**2018 修訂條例**」)已於 2018 年 1 月 19 日刊憲，法例具有追溯效力至 2016 年 11 月 5 日。2018 修訂條例修訂了《印花稅條例》以調高住宅物業交易的「從價印花稅」稅率至劃一 15%(「**新稅率**」)，以致任何在 2016 年 11 月 5 日或以後簽立以買賣或轉讓住宅物業的文書，除獲豁免或另有規定外，均須繳付以新稅率計算的從價印花稅。任何以個人或公司名義取得的住宅物業(除非該住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業)，均須繳付以新稅率計算的從價印花稅。

C. 《2018 年印花稅(修訂)(第 2 號)條例》之收緊豁免安排

1. 《2018 年印花稅(修訂)(第 2 號)條例》(「**2018 修訂條例(第 2 號)**」)已於 2018 年 4 月 20 日刊憲，法例具有追溯效力至 2017 年 4 月 12 日。2018 修訂條例(第 2 號)收緊了新稅率下為香港永久性居民提供的豁免安排。根據 2018 修訂條例(第 2 號)，除獲特定豁免或另有法律規定外，任何在 2017 年 4 月 12 日或以後簽立以買賣或轉讓住宅物業的文書，若該文書包含多於一個住宅物業，則即使該等住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業，仍須按新稅率繳付「從價印花稅」。
2. 根據 2018 修訂條例或 2018 修訂條例(第 2 號)，可按第 2 標準稅率繳納「從價印花稅」或可獲豁免「從價印花稅」的其他情況沒有改變。
3. 有關以新稅率計算的「從價印花稅」適用的豁免及 2018 修訂條例(第 2 號)之詳情，請瀏覽稅務局網頁 (www.ird.gov.hk)。

D. 其他事項

1. 本人/我們明白，本人/我們有責任確定本人/我們是否香港永久性居民、是否需要繳付「買家印花稅」及是否需要繳付以新稅率計算的「從價印花稅」。
2. 本人/我們明白如本人/我們聲稱應適用以第 2 標準稅率計算的從價印花稅及/或應豁免買家印花稅：
- (a) 本人/我們須作出法定聲明(依照指定表格)及附上本人/我們的香港身分證副本。
- (b) 本人/我們承諾向 貴律師行交付並促使本人/我們的律師向 貴律師行交付：
- (i) 在正式買賣合約訂立之日起 17 天內，「法定聲明」的認證副本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他證明文件；及
- (ii) 在正式買賣合約訂立之日起 1 個月內，一份已加蓋應付印花稅之正式買賣合約的認證副本，或印花證明書的認證副本，以證明已完全繳付正式買賣合約之印花稅。

3. 如本項交易須繳付以新稅率計算的「從價印花稅」，以新稅率計算的從價印花稅須在有關買賣合約簽立日期後 30 天內繳交。
4. 本人 / 我們確認及知悉，若本人 / 我們不能全數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。
5. 本人 / 我們知悉及同意，若本人 / 我們有意申請豁免「買家印花稅」或豁免以新稅率計算「從價印花稅」(視情況而定)，本人 / 我們須支付所有就該申請而必需由本人 / 我們或第三方(如適用)作出的「法定聲明」所涉及的法律費用及開銷。
6. 本信件不構成你們給予本人 / 我們任何意見或陳述。本人 / 我們明白如有疑問，本人 / 我們應徵詢專業人士之意見。印花稅署署長對於以第 2 標準稅率計算的「從價印花稅」是否適用於本人 / 我們及 / 或本人 / 我們是否可獲豁免「買家印花稅」有決定權。
7. 本信件任何條款都不應視為或理解為變更或修改臨時買賣合約及買賣合約之任何條款或細則。
8. 本信件中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

【請簽署在英文版本上】

買方

日期

關於有關連人士的聲明 Declaration on Related Party

Vendor 賣方 : Jarton Limited[#] 健烽有限公司[#]

Name of the Development 發展項目名稱 : Marin Point 尚澄

Address 地址 : No. 31 Shun Lung Street, New Territories, Hong Kong
香港新界順隆街 31 號

Property 物業 : Unit on Floor, Tower
第 座 樓 單位
and Residential Car Parking Space/ Residential Motorcycle Parking Space No. N/A
及住宅車位/住宅電單車車位編號：不適用

Purchaser(s) 買方 :

I.D./Passport/B.R. No. 身份證/護照/商業 :
登記證號碼

The Purchaser(s) hereby make the following declaration on related party: 買方確認作出以下關於有關連人士的聲明：

Are you a related party* of the Vendor? 買方是否賣方的有關連人士*?

Yes 是 / No 否 (Please “✓” 請選擇)

- * A person is a related party to a vendor if –
- (a) where that vendor is a corporation, the person is –
 - (i) a director of that vendor, or a parent, spouse or child of such a director;
 - (ii) a manager of that vendor;
 - (iii) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
 - (iv) an associate corporation or holding company of that vendor;
 - (v) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
 - (vi) a manager of such an associate corporation or holding company;
 - (b) where that vendor is an individual, the person is –
 - (i) a parent, spouse or child of that vendor; or
 - (ii) a private company of which such a parent, spouse or child is a director or shareholder; or
 - (c) where that vendor is a partnership, the person is –
 - (i) a partner of that vendor, or a parent, spouse or child of such a partner; or
 - (ii) a private company of which such a partner, parent, spouse, child is a director or shareholder.
- * 如有以下情況，某人即屬賣方的有關連人士 –
- (a) 該賣方屬法團，而該人是 –
 - (i) 該賣方的董事，或該董事的父母、配偶或子女；
 - (ii) 該賣方的經理；
 - (iii) 上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
 - (iv) 該賣方的有聯繫法團或控權公司；
 - (v) 上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或
 - (vi) 上述有聯繫法團或控權公司的經理；
 - (b) 該賣方屬個人，而該人是 –
 - (i) 該賣方的父母、配偶或子女；或
 - (ii) 上述父母、配偶或子女屬其董事或股東的私人公司；或
 - (c) 該賣方屬合夥，而該人是 –
 - (i) 該賣方的合夥人，或該合夥人的父母、配偶或子女；或
 - (ii) 其董事或股東為上述合夥人、父母、配偶或子女的私人公司。

Remarks:

# Jarton Limited,	
holding company of which is	Far East Consortium Ltd
holding company of which is	Far East Consortium (B.V.I.) Ltd,
holding company of which is	Ample Bonus Ltd,
and holding company of which is	Far East Consortium International Ltd.

備註:

健烽有限公司,
母公司為 遠東發展有限公司.
母公司為 Far East Consortium (B.V.I.) Ltd,
母公司為 Ample Bonus Ltd,
母公司為 Ample Bonus Ltd,
母公司為 Far East Consortium International Ltd,

I/We declare that the above information is accurate and complete.

本人/吾等謹此聲明上述資料正確及完整。

Signed by Purchaser(s) 買方簽署

Date 日期:

介紹人確證書
AGENT AGREEMENT

承購人確證由賣方的代理人遠東發展地產代理有限公司(後稱“遠東地產”)發售下述物業之買賣乃經由
_____ (後稱“介紹人”)介紹,其香港身份證號碼為_____. 介紹人為
_____ (所屬之地產代理公司)僱用之地產代理,電話號碼為_____.

The Purchaser confirms that the purchase of the following Property from Far East Consortium Real Estate Agency Limited, agent of the Vendor (hereinafter called “FEC”) is referred by _____ (hereinafter called “Referee”) who is the holder of HKID card number _____. The Referee’s employer is _____ (name of Agency Company) and telephone number is _____.

樓宇 Name of Building: _____	座數 Block/ Tower: _____
樓層 Floor: _____	車位編號 Carpark No.: _____
單位 Unit: _____	
本單位承購人 Name of Purchaser(s): _____	身份證/商業登記証號碼 I.D/B.R.No. : _____
_____	_____
_____	_____
_____	_____

承購人即日經介紹人介紹與遠東地產簽署有關購買上述物業的臨時買賣合約編號_____。

The Purchaser is referred by the Referee today and has entered into a Preliminary Agreement of Sale & Purchase No. _____ directly with FEC for the purchase of the above-mentioned Property.

承購人確證及聲明：

- 介紹人並無代表遠東地產作出任何口頭或書面的陳述、保證、承諾或代表遠東地產應允任何承擔或責任,而遠東地產亦無須為介紹人之任何承諾負上責任。
- 遠東地產並無直接或間接向承購人或介紹人收取上述物業的臨時訂金/ 再期訂金/ 樓價以外之任何費用或佣金,亦無授權任何遠東地產僱員向承購人收取任何利益;承購人如遇任何人仕以遠東地產僱員之名義向其索取任何利益時,承購人應逕向廉政公署(I.C.A.C)舉報。
- 承購人與介紹人之任何糾紛,一概與遠東地產無涉,承購人不得以該等糾紛為由延遲或終止上述物業之買賣。
- 介紹人與遠東發展地產並無任何代理或其他關係。

The purchaser(s) hereby acknowledge(s) as follow:

- The Referee has not on behalf of FEC made any representation, warranties or commitments verbally or in writing nor accepted on behalf of FEC any liability, undertaking or responsibility. FEC shall not be responsible or liable for any commitments undertaken by Referee.
- FEC has not received any fee or commission other than the preliminary deposit/ further deposit/ purchase price of the above-mentioned Property directly or indirectly from the Purchaser or Referee. FEC has not authorized any of its employees to solicit any advantage from the Purchaser. In the event that the Purchaser being solicited for any advantage by any person alleging to be an employee of FEC, the Purchaser should report the case to the I.C.A.C.
- FEC shall not be responsible or liable for any dispute between the purchaser and Referee. Any such dispute shall not be a ground for the Purchaser to defer or determine the sale and purchase of the above mentioned Property.
- There is no agency or other relationship between the Referee and FEC.

承購人簽署 Signature of Purchaser(s)

介紹人簽署 Signature of Referee(s)

日期 Date

地產代理牌照號碼

License No.

日期 Date

上述所有中文譯本僅供作參考,如中英文有歧異,一概以英文版本為準

In case of discrepancy between the English and Chinese versions of the contents herein, the English version shall prevail.

ACKNOWLEDGEMENT LETTER REGARDING RESTRICTION ON ALIENATION
(FOR RESIDENTIAL UNITS AND RESIDENTIAL PARKING SPACES)

關於轉讓限制的確認函 (住宅單位及住宅車位適用)

Vendor 賣方	:	Jarton Limited 健烽有限公司
Lot 該地段	:	Lot No.1003 in Demarcation District No.40 丈量約份第 40 約地段第 1003 號
Name of the Development 發展項目名稱	:	Marin Point 尚澄
Address 地址	:	No. 31 Shun Lung Street, New Territories, Hong Kong 香港新界順隆街 31 號
Property 物業	:	Unit on Floor, Tower 第 座 樓 單位 and Residential Car Parking Space/ Residential Motorcycle Parking Space No. N/A 及住宅車位/住宅電單車車位編號：不適用
Purchaser(s) 買方	:	
I.D./Passport/B.R. No.	:	
身份證/護照/商業登記證號碼	:	

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 of the Property that :

本人／吾等，下方簽署人，特此確認，本人／吾等在簽署物業臨時買賣合約前明白和接納：

1. Special Condition No.(13) of the Land Grant of the Lot provides that:

該地段的批地文件之特別條件第(13)條規定：

- (a) Throughout the term granted by the Land Grant, the Grantee (which expression for the purposes of Special Condition No.(13) shall include his successors and assigns and his or their executors, administrators, mortgagees, chargees, tenants or other occupiers whether lawful or otherwise) shall not assign, underlet, part with possession of or otherwise dispose of the Lot or any part thereof or any interest therein (including undivided shares in the Lot) or any building or part of any building thereon, or enter into any agreement so to do, other than to a person (or to persons with at least one of such persons) who or to a company of which at least one of the directors, at the time of any disposal or purported disposal as aforesaid, holds a valid resident Frontier Closed Area Permit for Sha Tau Kok area issued by the Commissioner of Police under the Public Order Ordinance, any regulations made thereunder and any amending legislation.

在批地文件下批出之年期，承授人（就特別條件第(13)條而言，本詞包括其繼承人及受讓人及其遺產執行人、遺產管理人、承按人、承押記人、承租人或其他不論合法與否的佔用人）不得轉讓、分租、放棄管有或以其他方式處置該地段或其部份或其任何利益（包括該地段的不分割份數）或任何建築物或其部份，或訂立相關協議，除非於進行上述處

置或擬議處置時，該等處置或擬議處置是予某人或某公司，而該人（可為一人或多人的至少其中一人）或該公司其中至少一名董事持有由警務處處長按《公安條例》、其附屬規例及任何修訂法例發出的沙頭角地區有效居民邊境禁區許可證。

- (b) The mortgagees or chargees of the Lot or any part thereof or any interests therein (including undivided shares in the Lot) or any building or part of any building thereon, shall not, whether for the purpose of enforcing its security or otherwise, assign, underlet, part with possession of or otherwise dispose of the Lot or any part thereof or any interest therein (including undivided shares in the Lot) or any building or part of any building thereon, or enter into any agreement so to do, other than to a person (or to persons with at least one of such persons) who or to a company of which at least one of the directors, at the time of any disposal or purported disposal as aforesaid, holds a valid resident Frontier Closed Area Permit for Sha Tau Kok area issued by the Commissioner of Police under the Public Order Ordinance, any regulations made thereunder and any amending legislation.

該地段或其部份或其任何利益（包括該地段的不分割份數）或任何建築物或其部份的承按人或承押記人，無論是否為行使抵押品，不得轉讓、分租、放棄管有或以其他方式處置該地段或其部份或其任何利益（包括該地段的不分割份數）或任何建築物或其部份，或訂立相關協議，除非於進行上述處置或擬議處置時，該等處置或擬議處置是予某人或某公司，而該人（可為一人或多人的至少其中一人）或該公司其中至少一名董事持有由警務處處長按《公安條例》、其附屬規例及任何修訂法例發出的沙頭角地區有效居民邊境禁區許可證。

- (c) Any involuntary alienation of the Lot or any part thereof or any interest therein (including undivided shares in the Lot) or any building or part of any building thereon of the Grantee (which expression shall include his successors and assigns and his or their executors or administrators) arising by operation of law shall not of itself constitute a breach of Special Condition No.(13)(a). In the event of such involuntary alienation occurring, except with the prior written consent of the Director of Lands and in conformity with any conditions imposed by him (including the payment of such fees as may be required by him), the executors, administrators, trustee in bankruptcy or other lawful representatives of the Grantee or his estate shall not assign, underlet, part with possession of or otherwise dispose of the Lot or any interest therein (including undivided shares in the Lot) or any building or part of any building thereon or enter into any agreement so to do, other than to a person (or to persons with at least one of such persons) who or to a company of which at least one of the directors, at the time of any disposal or purported disposal as aforesaid, holds a valid resident Frontier Closed Area Permit for Sha Tau Kok area issued by the Commissioner of Police under the Public Order Ordinance, any regulations made thereunder and any amending legislation provided that vesting by way of an assent to the beneficiary or beneficiaries entitled to the estate of any deceased Grantee is allowed without the prior written consent of the Director of Lands.

承授人（本詞包括其繼承人及受讓人及其遺產執行人或遺產管理人）因法律的施行而就該地段或其部份或其任何利益（包括該地段的不分割份數）或任何建築物或其部份所作的任何非自願轉讓，本身並不違反特別條件第(13)(a)條。倘若出現該等非自願轉讓，除獲地政總署署長事先書面同意及符合他施加的任何條件（包括支付他要求的款項）外，

承授人或其遺產的遺產執行人、遺產管理人、破產案受託人或其他合法代表均不得轉讓、分租、放棄管有或以其他方式處置該地段或其部份或其任何利益（包括該地段的不分割份數）或任何建築物或其部份，或訂立相關協議，除非於進行上述處置或擬議處置時，該等處置或擬議處置是予某人或某公司，而該人（可為一人或多人的至少其中一人）或該公司其中至少一名董事持有由警務處處長按《公安條例》、其附屬規例及任何修訂法例發出的沙頭角地區有效居民邊境禁區許可證。惟以允許書形式轉讓予有權承受任何已故承授人遺產的受益人則無須地政總署署長事先書面同意。

- (d) (i) For the purposes of the Land Grant, the decision of the Commissioner of Police as to what constitutes a valid resident Frontier Closed Area Permit for Sha Tau Kok area shall be final and binding on the Grantee.

就批地文件而言，警務處處長對沙頭角地區有效居民邊境禁區許可證的界定是最終決定及約束承授人。

- (ii) For the purposes of Special Condition No.(13)(c), the decision of the Director of Lands as to what constitutes any involuntary alienation arising by operation of law shall be final and binding on the Grantee.

就特別條件第(13)(c)條而言，地政總署署長對因法律的施行所作的非自願轉讓的界定是最終決定及約束承授人。

- (e) Special Condition Nos.(13)(a), (b), (c) and (d) shall not apply to:

特別條件第(13)(a)、(b)、(c)及(d)條不適用於：

- (i) the Grantee's assignment, underletting, parting with possession of or disposal of the Lot or any part thereof or any interest therein (including undivided shares in the Lot) to his spouse, children, parents or such other family members as shall be approved by the Director of Lands at his discretion;

承授人轉讓、分租、放棄管有或處置該地段或其部份或其任何利益（包括該地段的不分割份數）予其配偶、子女、父母或地政總署署長酌情批准的其他家庭成員；

- (ii) any units in the lowest floor (excluding any basement floor(s) (if erected)) of any building or buildings to be erected on the Lot or any part thereof designed and intended to be used for retail shop purpose and the undivided shares allocated or to be allocated thereto;

該地段或其部份任何將建成建築物的最低樓層（不包括任何地庫層（如建有））用作零售商舖的任何單位及其獲分配或將分配的不分割份數；

- (iii) any parking spaces provided under Special Condition No.(19)(b)(i) (as may be varied under Special Condition No.(21)) and any motor cycle parking spaces provided under Special Condition No.(19)(d)(i)(II) and the undivided shares allocated or to be allocated thereto; and

按特別條件第(19)(b)(i)條（可按特別條件第(21)條修訂）提供的任何車位及按特別條件第(19)(d)(i)(II)條提供的任何電單車車位及其獲分配或將分配的不分割份數；

及

- (iv) the Common Areas referred to in Special Condition No.(16)(a)(v) and the undivided shares allocated or to be allocated thereto.

特別條件第(16)(a)(v)條所述的公用地方及其獲分配或將分配的不分割份數。

2. 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。

Purchaser(s) 買方

Date 日期

ACKNOWLEDGEMENT LETTER REGARDING THE OPEN KITCHEN**關於開放式廚房的確認函**

Vendor 賣方 : Jarton Limited 健烽有限公司

Lot 該地段 : Lot No.1003 in Demarcation District No.40
丈量約份第 40 約地段第 1003 號

Name of the Development 發展項目名稱 : Marin Point 尚澄

Address 地址 : No. 31 Shun Lung Street, New Territories, Hong Kong
香港新界順隆街 31 號

Property 物業 : Unit on Floor, Tower
第 座 樓 單位
and Residential Car Parking Space/ Residential
Motorcycle Parking Space No. N/A
及住宅車位/住宅電單車車位編號：不適用

Purchaser(s) 買方 :

I.D./Passport/B.R. No. :
身份證/護照/商業登記證號碼

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 of the Property that:

本人／吾等，下方簽署人，特此確認，本人／吾等在簽署物業臨時買賣合約前明白和接納：

1. I/We shall be responsible for maintenance and annual inspection of the fire service installations within the Property.

本人／吾等將會負責保養及每年檢查上述物業內的消防裝置。

2. I/We shall not (i) remove or obstruct any smoke detectors provided inside the Property and at the common lobby outside the Property; (ii) remove or obstruct the sprinkler head provided at the ceiling immediately above the open kitchen of the Property; or (iii) remove the FRR Wall (as defined in the Deed of Mutual Covenant and Management Agreement) of the Property. I/We shall keep and maintain the fire safety provisions inside the Property in good condition at my/our own costs and expenses.

本人／吾等不得 (i) 拆除或阻礙在物業內及物業外的公用大堂所裝置的任何消防煙霧偵測器；(ii) 拆除或阻礙在物業開放式廚房上的天花板所裝置的消防花灑頭；或 (iii) 拆除物業的耐火等級牆（其定義見大廈公契及管理合約）。本人／吾等會自費維護及保養物業內的消防安全設施使其處於良好狀況。

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 the cost and expense of the relevant Owner) maintenance and annual check of the fire service installations.

本人／吾等會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內進入物業，藉以對消防裝置進

行保養及年度檢查（費用及開支由相關業主承擔）。

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 Fire Safety Management Plan, in particular the fire safety provisions set out herein, and make it a condition in the relevant agreement (if any).

若本人／吾等不在管有物業時，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，尤其是本函所列的消防安全措施，並將此規定列為相關合約（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 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。

I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.

本人／吾等確認及聲明本人／吾等同意購入物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。

In the event of any conflict or discrepancy between the Chinese and English versions of this 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。

Purchaser(s) 買方

Date 日期

個人資料收集聲明

收集閣下的個人資料

健鋒有限公司及遠東發展地產代理有限公司（統稱「本公司」或「我們」）為提供服務及產品（包括處理閣下的物業交易），需要閣下不時向我們提供閣下的個人資料及詳情。若沒有所需的資料及詳情，我們可能無法提供閣下要求的服務及產品。

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

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

閣下資料可能被用作的用途

我們可能不時使用閣下資料作下列一個或多個用途：

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

轉移閣下資料

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

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

在直接促銷中使用閣下資料

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

就直接促銷，我們有意：

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

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

查閱及改正閣下資料

閣下有權根據條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求，可以指定的書面形式向我們的資料保障主任提出，其地址為 **香港德輔道中 121 號遠東發展大廈 16 樓**。

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

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

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

簽署： _____

姓名：

日期：

Personal Information Collection Statement

Collection of your personal information

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

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

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

Purposes for which Your Information may be used

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

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

Transfer of Your Information

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

- (i) any member of the Group;
- (ii) any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;
- (iii) any agent, contractor or third party service provider who provides administrative, telecommunications, computer or other services to or support the operation of our business;
- (iv) any person under a duty of confidentiality to us including our accountants, legal advisers or other professional

- advisers;
- (v) any person involved in your property transaction; and
 - (vi) any person to whom we are required to make disclosure under any law, court order, direction, code or guideline applicable in or outside Hong Kong.

Use of Your Information in direct marketing

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

In connection with direct marketing, we intend:

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

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

Access to and correction of Your Information

You have the right to request access to and correction of Your Information in accordance with the provisions of the Ordinance. Any data access request or data correction request may be made by a prescribed form in writing to our Data Protection Officer at 16/F., Far East Consortium Building, 121 Des Voeux Road Central, Hong Kong.

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

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

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

Signature: _____

Name:

Date:

Acknowledgement Letter Regarding Viewing of Property**物業參觀確認函**

Vendor 賣方 : Jarton Limited 健烽有限公司
 Name of the Development 發展項目名稱 : Marin Point 尚澄
 Address 地址 : No. 31 Shun Lung Street, New Territories, Hong Kong
 香港新界順隆街 31 號
 Property 該物業 : Unit on Floor, Tower
 第 座 樓 單位
 Purchaser(s) 買方 :
 I.D./Passport/B.R. No. 身份證/護照/ :
 商業登記證號碼

I / We, the undersigned, hereby confirm the following matters prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property:

本人/我們即下述簽署人，在簽署該物業之臨時買賣合約之前謹此確認以下事項：

1. Please specify:
請選擇：

A. ☐ I / We hereby confirm that the Vendor has made the Property available for viewing by me / us prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property:
本人/我們確認於簽署該物業之臨時買賣合約之前，賣方已開放該物業供本人/我們參觀：

☐ and I / we have viewed the Property on the date stated below prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property.
且本人/我們已於下述日期於簽署該物業之臨時買賣合約之前參觀過該物業。

Date of viewing of the Property 參觀該物業日期: _____

OR 或

☐ but after due consideration and out of my / our own free will and choice I / we decided not to view the Property prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property.
但經充份考慮後本人/我們自主選擇決定於簽署該物業之臨時買賣合約之前不參觀該物業。

B. ☐ I / We hereby confirm that since it is not reasonably practicable for the Property to be viewed by me / us the Vendor has made the comparable residential property stated below available for viewing by me / us prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property:
本人/我們確認由於開放該物業予本人/我們參觀並非合理地切實可行，於簽署該物業之臨時買賣合約之前，賣方已開放下述與該物業相若的住宅物業供本人/我們參觀：

☐ and I / we have viewed the comparable residential property on the date stated below prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property.
且本人/我們已於下述日期於簽署該物業之臨時買賣合約之前參觀過與該物業相若的住宅物業。

Date of viewing of the comparable residential property 參觀與該物業相若的住宅物業日期: _____

Comparable residential property: Unit on Floor, Tower , Marin Point
與該物業相若的住宅物業：「尚澄」第 座 樓 單位

OR 或

- ☐ but after due consideration and out of my / our own free will and choice I / we decided not to view the comparable residential property prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property.

但經充份考慮後本人/我們自主選擇決定於簽署該物業之臨時買賣合約之前不參觀與該物業相若的住宅物業。

Comparable residential property:

與該物業相若的住宅物業：

Unit on Floor, Tower , Marin Point

「尚澄」第 座 樓 單位

- C. ☐ I / We hereby confirm that it is not reasonably practicable for the Property to be viewed by me / us and it is not reasonably practicable for any comparable residential property to be viewed by me / us, and I / we hereby agree that the Vendor is not required to make such a comparable residential property available for viewing by me / us before the Property is sold to me / us.

本人/我們確認開放該物業予本人/我們參觀並非合理地切實可行，而開放與該物業相若的住宅物業供本人/我們參觀亦並非合理地切實可行，本人/我們特此同意賣方無須在該物業售予本人/我們之前開放與該物業相若的住宅物業供本人/我們參觀。

2. The installation of fittings, finishes and appliances of the Property or comparable residential property may not be completed at the time of viewing by the purchaser(s). Purchaser(s) are advised to refer to the sales brochure for any information of the Development.

買方於參觀該物業或該物業相若的住宅物業時，單位內裝置、裝修物料及設備之安裝可能尚未完成，賣方建議買方參閱售樓說明書以瞭解發展項目資料。

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

如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signature of Purchaser(s) / 買方簽署

Date / 日期

Vendor's Information Form

賣方資料表格

Vendor 賣方 : Jarton Limited 健烽有限公司
 Lot 該地段 : Lot No.1003 in Demarcation District No.40
 丈量約份第 40 約地段第 1003 號
 Name of the Development 發展項目名稱 : Marin Point 尚澄
 Address 地址 : No. 31 Shun Lung Street, New Territories, Hong Kong
 香港新界順隆街 31 號
 Property 本物業 : Unit on Floor, Tower
 第 座 樓 單位
 Purchaser(s) 買方 :
 I.D./Passport/B.R. No. :
 身份證/護照/商業登記證號碼

I/We, the undersigned, hereby acknowledge receipt of this Vendor's Information Form and confirm our understanding of the following matters prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property:

本人／我們，即下述簽署人，在簽署本物業之臨時買賣合約之前，謹此確認本人／我們已收到此賣方資料表格及確認對以下事項的理解：

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	HK\$ 每月港幣	per month 元
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	Up to the date of print of this Information Form, no demand note for Government rent in respect of the Property has been received. Therefore, the actual amount of Government rent payable in respect of the Property cannot be confirmed. 直至此資料表格印製日期，仍未收到本物業的繳納地稅通知書。因此，本物業實際須繳付的地稅款額仍未能確定。	
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 Development 發展項目的管理人的姓名或名稱	Jones Lang LaSalle Management Services Limited 仲量聯行管理服務有限公司	
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 Development 賣方自政府或管理處接獲的關乎發展項目中的住宅物業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 Development 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目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

印製日期:

Date of Printing:

Signature(s) of the Purchaser(s)
買方簽署

Date 日期

ACKNOWLEDGEMENT LETTER REGARDING THE LOAN BENEFIT
關於貸款優惠的確認函

Vendor 賣方 : Jarton Limited 健烽有限公司
Lot 該地段 : Lot No.1003 in Demarcation District No.40
丈量約份第 40 約地段第 1003 號
Name of the Development 發展項目名稱 : Marin Point 尚澄
Address 地址 : No.31 Shun Lung Street 順隆街 31 號
Property 物業 : Unit on Floor, Tower
第 座 樓 單位

Purchaser(s) 買方 :
I.D./Passport/B.R. No. :
身份證/護照/商業登記證號碼

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 (the “**Preliminary Agreement**”) of the Property that:

本人／吾等，下方簽署人，特此承認及確認，本人／吾等在簽署物業臨時買賣合約前明白和接納：

Part I
第一部份

1. The financial advantage or benefit set out in Part II below is made available in connection with the purchase of a specified residential property in the Development.
購買發展項目中的指明住宅物業可以連帶獲得第二部份所列的財務優惠或利益。
2. The Purchaser shall make an application to the Vendor’s designated financing company (the “**Lender**”) in the prescribed form not less than 30 days before the intended date of drawdown of the mortgage loan.
買方必須不遲於擬提取物業按揭貸款當日之前 30 天以指定表格向賣方的指定財務機構(「**貸款人**」)作出申請。
3. The Lender has 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 or application of the loan, or the guaranteeing or securing the repayment of such a loan or related matters.
貸款人沒有亦將不會委任任何人士(第三方)處理就向任何擬借款人或任何指明類別的擬借款人批出貸款，無論是促致、洽商、取得或申請貸款，或是擔保或保證該筆貸款的償還或有關事宜。
4. The maximum loan amount, interest rate and terms of any loan to be offered by the Lender and set out in Part II 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 Lender, and may be affected by the laws and the guidelines, announcements, memorandums, etc. issued by the Government, Hong Kong Monetary Authority, banks and relevant regulatory authorities from time to time (regardless of their binding effect on the Lender).
第二部分所載由貸款人提供的任何貸款，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、息率及條款須視乎貸款人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、公佈、備忘錄等影響(不論是否對貸款人有約束力)。

Part II
第二部份

1. Standby First Mortgage Loan
備用第一按揭貸款

The Purchaser may apply for a First Mortgage Loan through Far East Real Estate and Agency (H.K.) Limited (the “First Mortgagee”) for a maximum loan amount equivalent to 80% of the purchase price or 80% of the valuation of the property (as determined by the First Mortgagee) (whichever is lower) (the “First Mortgage”), provided that the loan amount should not exceed the balance of the purchase price payable.

買方可向「遠東物業代理(香港)有限公司」(「第一承按人」)申請最高達樓價之 80%或物業估價(由第一承按人釐定)之 80%(以較低者為準)之第一按揭(「第一按揭」)貸款，惟貸款金額不可超過應繳付之樓價餘額。

The application of the Purchaser is subject to the following basic terms and conditions:
買方申請受以下基本條款及條件規限：

- (a) The maximum tenor of the First Mortgage shall not exceed 20 years.
第一按揭年期為不長於 20 年。
- (b) The annual interest rate of the First Mortgage Loan for the first 2 years of the repayment term shall be 2% below the Prime Rate (P) quoted by the First Mortgagee, and thereafter repayment term shall be 1% over the Prime Rate (P) quoted by the First Mortgagee. (P) is subject to fluctuation. The (P) as at the date of this tender notice is 5.375% per annum. The final mortgage interest rate will be subject to final approval by the First Mortgagee. No representation, undertaking or warranty, whether express or implied, is given, or shall be deemed to have been given by the Vendor and/or its agent(s) in respect thereof.
首 2 年之供款年利率以第一承按人選用之港元最優惠利率(P)減年利率 2%計算，其後之供款年利率為第一承按人選用之港元最優惠利率(P)加年利率 1 %計算，(P)為浮動利率，於此招標公告日期(P)為每年 5.375%。最終按揭利率以第一承按人審批結果而定，賣方及/或其代理並無就其作出，亦不得被視為就其作出任何不論明示或隱含之陳述、承諾或保證。
- (c) 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, income proof and/or banking record upon request from the First Mortgagee.
買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在第一承按人要求下提供信貸報告、收入證明及/或銀行紀錄。
- (d) All legal documents in relation to the First Mortgage must be prepared by the solicitor's firm designated by the First Mortgagee. All costs and expenses incurred shall be paid by the Purchaser.
所有第一按揭之文件必須由第一承按人指定之律師行辦理，並由買方負責所有有關費用。
- (e) If the Purchaser successfully draws the First Mortgage Loan, an administration fee of HK\$5,000 will be payable by the Purchaser to the First Mortgagee.
買方如成功提取第一按揭貸款，須向第一承按人支付行政費，金額為港幣\$5,000。

- (f) The Purchaser is advised to enquire with the First Mortgagee about the purpose and the details of the First Mortgage Loan. The approval or disapproval of the First Mortgage Loan and the terms thereof are subject to the final decision of the First Mortgagee. Irrespective of whether the First Mortgage Loan is granted or not, the Purchaser shall complete the purchase of the residential property and shall pay the full purchase price of the residential property in accordance with the agreement for sale and purchase.

買方敬請向第一承按人查詢有關第一按揭貸款用途及詳情。第一按揭貸款批出與否及其條款，第一承按人有最終決定權。不論第一按揭貸款獲批與否，買方仍須按買賣合約完成住宅物業的交易及繳付住宅物業的樓價全數。

- (g) The terms and conditions and the approval or disapproval of the application for the First Mortgage Loan are subject to the final decision of the First Mortgagee, and are not related to the Vendor and its agent(s) (all of which shall under no circumstances be liable for anything arising therefrom) and the rights of the Vendor under the agreement for sale and purchase of the relevant residential property shall not be affected. No representation, undertaking or warranty, whether express or implied, is given, or shall be deemed to have been given by the Vendor and its agent(s) in respect of the terms and conditions and the approval of applications for the First Mortgage Loan. The Purchaser shall have no claims whatsoever against the Vendor and its agent(s) as a result of or in connection with the approval and/or disapproval of the First Mortgage Loan and/or any matters relating to the First Mortgage Loan.

有關第一按揭貸款之批核與否及按揭條款以第一承按人之最終決定為準，與賣方及其代理無關，且於任何情況下賣方及其代理均無需為此負責或賠償，賣方在有關住宅物業的買賣合約下的權益亦不受影響。賣方及其代理並無亦不得被視作就第一按揭之按揭的條件及條款及批核作出任何不論明示或隱含之陳述，承諾或保證。賣方及其代理並沒有亦不會參與第一按揭貸款之安排。買方不得就由於或有關第一按揭貸款的批核及/或不批核及/或任何第一按揭貸款相關事宜而向賣方及其代理提出任何申索。

- (h) 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。

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。

Purchaser(s) 買方

Date 日期