

**Tender No. []
(T2-8A & 1CP)**

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF

PUBLIC TENDER

in respect of

**Flat A on the 8th Floor of Tower 2
Parking Space No. P68 on Basement Floor**

**at La Cresta (尚珩),
37 Lai Ping Road, Sha Tin, New Territories, Hong Kong**

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF

PUBLIC TENDER

Tenders are invited for the purchase of the following property:-

**Flat A on the 8th Floor of Tower 2
Parking Space No. P68 on Basement Floor**

at La Cresta, 37 Lai Ping Road, Sha Tin, New Territories, Hong Kong

(UNLESS PREVIOUSLY WITHDRAWN)

| Tender No.: | Commencement Date and Time of the Tender : | | Closing Date and Time of the Tender: | |
|--------------------|--|------------|--------------------------------------|------------|
| | Date (Day/Month/Year) | Time | Date (Day/Month/Year) | Time |
| 44.1(T2-8A & 1CP) | 08/08/2020 | 10:00 a.m. | 08/08/2020 | 11:00 a.m. |
| 44.2(T2-8A & 1CP) | 09/08/2020 | 10:00 a.m. | 09/08/2020 | 11:00 a.m. |
| 44.3(T2-8A & 1CP) | 10/08/2020 | 10:00 a.m. | 10/08/2020 | 11:00 a.m. |
| 44.4(T2-8A & 1CP) | 11/08/2020 | 10:00 a.m. | 11/08/2020 | 11:00 a.m. |
| 44.5(T2-8A & 1CP) | 12/08/2020 | 10:00 a.m. | 12/08/2020 | 11:00 a.m. |
| 44.6(T2-8A & 1CP) | 13/08/2020 | 10:00 a.m. | 13/08/2020 | 11:00 a.m. |
| 44.7(T2-8A & 1CP) | 14/08/2020 | 10:00 a.m. | 14/08/2020 | 11:00 a.m. |
| 44.8(T2-8A & 1CP) | 15/08/2020 | 10:00 a.m. | 15/08/2020 | 11:00 a.m. |
| 44.9(T2-8A & 1CP) | 16/08/2020 | 10:00 a.m. | 16/08/2020 | 11:00 a.m. |
| 44.10(T2-8A & 1CP) | 17/08/2020 | 10:00 a.m. | 17/08/2020 | 11:00 a.m. |
| 44.11(T2-8A & 1CP) | 18/08/2020 | 10:00 a.m. | 18/08/2020 | 11:00 a.m. |
| 44.12(T2-8A & 1CP) | 19/08/2020 | 10:00 a.m. | 19/08/2020 | 11:00 a.m. |
| 44.13(T2-8A & 1CP) | 20/08/2020 | 10:00 a.m. | 20/08/2020 | 11:00 a.m. |
| 44.14(T2-8A & 1CP) | 21/08/2020 | 10:00 a.m. | 21/08/2020 | 11:00 a.m. |
| 44.15(T2-8A & 1CP) | 22/08/2020 | 10:00 a.m. | 22/08/2020 | 11:00 a.m. |
| 44.16(T2-8A & 1CP) | 23/08/2020 | 10:00 a.m. | 23/08/2020 | 11:00 a.m. |
| 44.17(T2-8A & 1CP) | 24/08/2020 | 10:00 a.m. | 24/08/2020 | 11:00 a.m. |
| 44.18(T2-8A & 1CP) | 25/08/2020 | 10:00 a.m. | 25/08/2020 | 11:00 a.m. |
| 44.19(T2-8A & 1CP) | 26/08/2020 | 10:00 a.m. | 26/08/2020 | 11:00 a.m. |
| 44.20(T2-8A & 1CP) | 27/08/2020 | 10:00 a.m. | 27/08/2020 | 11:00 a.m. |
| 44.21(T2-8A & 1CP) | 28/08/2020 | 10:00 a.m. | 28/08/2020 | 11:00 a.m. |
| 44.22(T2-8A & 1CP) | 29/08/2020 | 10:00 a.m. | 29/08/2020 | 11:00 a.m. |
| 44.23(T2-8A & 1CP) | 30/08/2020 | 10:00 a.m. | 30/08/2020 | 11:00 a.m. |
| 44.24(T2-8A & 1CP) | 31/08/2020 | 10:00 a.m. | 31/08/2020 | 11:00 a.m. |
| 44.25(T2-8A & 1CP) | 01/09/2020 | 10:00 a.m. | 01/09/2020 | 11:00 a.m. |
| 44.26(T2-8A & 1CP) | 02/09/2020 | 10:00 a.m. | 02/09/2020 | 11:00 a.m. |
| 44.27(T2-8A & 1CP) | 03/09/2020 | 10:00 a.m. | 03/09/2020 | 11:00 a.m. |

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| 44.28(T2-8A & 1CP) | 04/09/2020 | 10:00 a.m. | 04/09/2020 | 11:00 a.m. |
| 44.29(T2-8A & 1CP) | 05/09/2020 | 10:00 a.m. | 05/09/2020 | 11:00 a.m. |
| 44.30(T2-8A & 1CP) | 06/09/2020 | 10:00 a.m. | 06/09/2020 | 11:00 a.m. |
| 44.31(T2-8A & 1CP) | 07/09/2020 | 10:00 a.m. | 07/09/2020 | 11:00 a.m. |
| 44.32(T2-8A & 1CP) | 08/09/2020 | 10:00 a.m. | 08/09/2020 | 11:00 a.m. |
| 44.33(T2-8A & 1CP) | 09/09/2020 | 10:00 a.m. | 09/09/2020 | 11:00 a.m. |
| 44.34(T2-8A & 1CP) | 10/09/2020 | 10:00 a.m. | 10/09/2020 | 11:00 a.m. |
| 44.35(T2-8A & 1CP) | 11/09/2020 | 10:00 a.m. | 11/09/2020 | 11:00 a.m. |
| 44.36(T2-8A & 1CP) | 12/09/2020 | 10:00 a.m. | 12/09/2020 | 11:00 a.m. |
| 44.37(T2-8A & 1CP) | 13/09/2020 | 10:00 a.m. | 13/09/2020 | 11:00 a.m. |
| 44.38(T2-8A & 1CP) | 14/09/2020 | 10:00 a.m. | 14/09/2020 | 11:00 a.m. |
| 44.39(T2-8A & 1CP) | 15/09/2020 | 10:00 a.m. | 15/09/2020 | 11:00 a.m. |
| 44.40(T2-8A & 1CP) | 16/09/2020 | 10:00 a.m. | 16/09/2020 | 11:00 a.m. |
| 44.41(T2-8A & 1CP) | 17/09/2020 | 10:00 a.m. | 17/09/2020 | 11:00 a.m. |
| 44.42(T2-8A & 1CP) | 18/09/2020 | 10:00 a.m. | 18/09/2020 | 11:00 a.m. |
| 44.43(T2-8A & 1CP) | 19/09/2020 | 10:00 a.m. | 19/09/2020 | 11:00 a.m. |
| 44.44(T2-8A & 1CP) | 20/09/2020 | 10:00 a.m. | 20/09/2020 | 11:00 a.m. |
| 44.45(T2-8A & 1CP) | 21/09/2020 | 10:00 a.m. | 21/09/2020 | 11:00 a.m. |
| 44.46(T2-8A & 1CP) | 22/09/2020 | 10:00 a.m. | 22/09/2020 | 11:00 a.m. |
| 44.47(T2-8A & 1CP) | 23/09/2020 | 10:00 a.m. | 23/09/2020 | 11:00 a.m. |
| 44.48(T2-8A & 1CP) | 24/09/2020 | 10:00 a.m. | 24/09/2020 | 11:00 a.m. |
| 44.49(T2-8A & 1CP) | 25/09/2020 | 10:00 a.m. | 25/09/2020 | 11:00 a.m. |
| 44.50(T2-8A & 1CP) | 26/09/2020 | 10:00 a.m. | 26/09/2020 | 11:00 a.m. |
| 44.51(T2-8A & 1CP) | 27/09/2020 | 10:00 a.m. | 27/09/2020 | 11:00 a.m. |
| 44.52(T2-8A & 1CP) | 28/09/2020 | 10:00 a.m. | 28/09/2020 | 11:00 a.m. |
| 44.53(T2-8A & 1CP) | 29/09/2020 | 10:00 a.m. | 29/09/2020 | 11:00 a.m. |
| 44.54(T2-8A & 1CP) | 30/09/2020 | 10:00 a.m. | 30/09/2020 | 11:00 a.m. |
| 44.55(T2-8A & 1CP) | 01/10/2020 | 10:00 a.m. | 01/10/2020 | 11:00 a.m. |
| 44.56(T2-8A & 1CP) | 02/10/2020 | 10:00 a.m. | 02/10/2020 | 11:00 a.m. |
| 44.57(T2-8A & 1CP) | 03/10/2020 | 10:00 a.m. | 03/10/2020 | 11:00 a.m. |
| 44.58(T2-8A & 1CP) | 04/10/2020 | 10:00 a.m. | 04/10/2020 | 11:00 a.m. |
| 44.59(T2-8A & 1CP) | 05/10/2020 | 10:00 a.m. | 05/10/2020 | 11:00 a.m. |
| 44.60(T2-8A & 1CP) | 06/10/2020 | 10:00 a.m. | 06/10/2020 | 11:00 a.m. |
| 44.61(T2-8A & 1CP) | 07/10/2020 | 10:00 a.m. | 07/10/2020 | 11:00 a.m. |
| 44.62(T2-8A & 1CP) | 08/10/2020 | 10:00 a.m. | 08/10/2020 | 11:00 a.m. |
| 44.63(T2-8A & 1CP) | 09/10/2020 | 10:00 a.m. | 09/10/2020 | 11:00 a.m. |
| 44.64(T2-8A & 1CP) | 10/10/2020 | 10:00 a.m. | 10/10/2020 | 11:00 a.m. |
| 44.65(T2-8A & 1CP) | 11/10/2020 | 10:00 a.m. | 11/10/2020 | 11:00 a.m. |
| 44.66(T2-8A & 1CP) | 12/10/2020 | 10:00 a.m. | 12/10/2020 | 11:00 a.m. |
| 44.67(T2-8A & 1CP) | 13/10/2020 | 10:00 a.m. | 13/10/2020 | 11:00 a.m. |
| 44.68(T2-8A & 1CP) | 14/10/2020 | 10:00 a.m. | 14/10/2020 | 11:00 a.m. |
| 44.69(T2-8A & 1CP) | 15/10/2020 | 10:00 a.m. | 15/10/2020 | 11:00 a.m. |
| 44.70(T2-8A & 1CP) | 16/10/2020 | 10:00 a.m. | 16/10/2020 | 11:00 a.m. |
| 44.71(T2-8A & 1CP) | 17/10/2020 | 10:00 a.m. | 17/10/2020 | 11:00 a.m. |
| 44.72(T2-8A & 1CP) | 18/10/2020 | 10:00 a.m. | 18/10/2020 | 11:00 a.m. |
| 44.73(T2-8A & 1CP) | 19/10/2020 | 10:00 a.m. | 19/10/2020 | 11:00 a.m. |
| 44.74(T2-8A & 1CP) | 20/10/2020 | 10:00 a.m. | 20/10/2020 | 11:00 a.m. |
| 44.75(T2-8A & 1CP) | 21/10/2020 | 10:00 a.m. | 21/10/2020 | 11:00 a.m. |
| 44.76(T2-8A & 1CP) | 22/10/2020 | 10:00 a.m. | 22/10/2020 | 11:00 a.m. |
| 44.77(T2-8A & 1CP) | 23/10/2020 | 10:00 a.m. | 23/10/2020 | 11:00 a.m. |
| 44.78(T2-8A & 1CP) | 24/10/2020 | 10:00 a.m. | 24/10/2020 | 11:00 a.m. |
| 44.79(T2-8A & 1CP) | 25/10/2020 | 10:00 a.m. | 25/10/2020 | 11:00 a.m. |
| 44.80(T2-8A & 1CP) | 26/10/2020 | 10:00 a.m. | 26/10/2020 | 11:00 a.m. |
| 44.81(T2-8A & 1CP) | 27/10/2020 | 10:00 a.m. | 27/10/2020 | 11:00 a.m. |
| 44.82(T2-8A & 1CP) | 28/10/2020 | 10:00 a.m. | 28/10/2020 | 11:00 a.m. |
| 44.83(T2-8A & 1CP) | 29/10/2020 | 10:00 a.m. | 29/10/2020 | 11:00 a.m. |

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| 44.84(T2-8A & 1CP) | 30/10/2020 | 10:00 a.m. | 30/10/2020 | 11:00 a.m. |
| 44.85(T2-8A & 1CP) | 31/10/2020 | 10:00 a.m. | 31/10/2020 | 11:00 a.m. |
| 44.86(T2-8A & 1CP) | 01/11/2020 | 10:00 a.m. | 01/11/2020 | 11:00 a.m. |
| 44.87(T2-8A & 1CP) | 02/11/2020 | 10:00 a.m. | 02/11/2020 | 11:00 a.m. |
| 44.88(T2-8A & 1CP) | 03/11/2020 | 10:00 a.m. | 03/11/2020 | 11:00 a.m. |
| 44.89(T2-8A & 1CP) | 04/11/2020 | 10:00 a.m. | 04/11/2020 | 11:00 a.m. |

Vendor

Everbeam Investments Limited

萃日投資有限公司

23rd Floor,

Nan Fung Tower,

88 Connaught Road C & 173 Des

Voeux Road C., Central,

Hong Kong

Vendor's Solicitors

F. Zimmern & Co.

Suite 5608, 56th Floor,

Central Plaza,

No.18 Harbour Road,

Wanchai,

Hong Kong.

Contacts

Mr. Andy Ngan/Ms. Kathleen Wong/Ms.

Becky Cheng

Tel: 2526 4373

Fax: 2801 4580

TENDER NOTICE

1. Everbeam Investments Limited 萃日投資有限公司 (the “**Vendor**”) invites tenders for the purchase of the property described in the **Particulars of the Property** below (the “**Property for Tender**”) as one transaction 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.

PARTICULARS OF THE PROPERTY

**Flat A on the 8th Floor of Tower 2
Parking Space No. P68 on Basement Floor**

at **LA CRESTA (尚珩)**,
37 Lai Ping Road, Sha Tin, New Territories, Hong Kong

2.
 - (a) The Vendor does not bind itself to accept the highest of any tender and reserves the right to accept or reject any tender at its sole discretion.
 - (b) The Vendor reserves the right, at any time before acceptance of a tender, to withdraw the Property for Tender or any part thereof from sale or to sell or dispose of the Property for Tender or any part thereof to any person by any method.
 - (c) The Vendor has the absolute right and discretion to change the closing date and/or time of the tender from time to time by amending the Information on Sales Arrangements relating to the Property for Tender. The Vendor has no obligation to notify the tenderers of such amendment.
3. Tenderers should note the following:-
 - (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 as specified in the Form of Tender (the “**Property**”), or he may instruct the Vendor’s solicitors to act for him as well as for the Vendor. Please refer to the bilingual version of the “Warning to Purchasers” referred to in paragraph 15 of this Tender Notice.
 - (b) The Vendor’s solicitors, F. Zimmern & Co. do not act for any tenderers in the process of this tender.
4. A tender must be:-
 - (a) made in the **Form of Tender** (which Form of Tender should be attached with this Tender Notice) (in **DUPLICATE**) and the **Preliminary Agreement** (in **DUPLICATE**) (all without any amendments) duly completed except that the Preliminary Agreement must be undated and signed by the tenderer;
 - (b) enclosed in a sealed plain envelope addressed to the Vendor, and clearly marked on the outside

of the envelope “LA CRESTA (尚珩), 37 Lai Ping Road, Sha Tin, New Territories, Hong Kong (Tender No. _____ (T2-8A & 1CP))”; and

- (c) placed in the Tender Box labelled “LA CRESTA (尚珩) Tender Box” placed at Shop 118, 1/F, CDW Building, 388 Castle Peak Road, Tsuen Wan between the commencement date and time of the tender and the closing date and time of the tender set out below:-

| Tender No.: | Commencement Date and Time of the Tender : | | Closing Date and Time of the Tender: | |
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| 44.63(T2-8A & 1CP) | 09/10/2020 | 10:00 a.m. | 09/10/2020 | 11:00 a.m. |
| 44.64(T2-8A & 1CP) | 10/10/2020 | 10:00 a.m. | 10/10/2020 | 11:00 a.m. |
| 44.65(T2-8A & 1CP) | 11/10/2020 | 10:00 a.m. | 11/10/2020 | 11:00 a.m. |
| 44.66(T2-8A & 1CP) | 12/10/2020 | 10:00 a.m. | 12/10/2020 | 11:00 a.m. |
| 44.67(T2-8A & 1CP) | 13/10/2020 | 10:00 a.m. | 13/10/2020 | 11:00 a.m. |
| 44.68(T2-8A & 1CP) | 14/10/2020 | 10:00 a.m. | 14/10/2020 | 11:00 a.m. |
| 44.69(T2-8A & 1CP) | 15/10/2020 | 10:00 a.m. | 15/10/2020 | 11:00 a.m. |
| 44.70(T2-8A & 1CP) | 16/10/2020 | 10:00 a.m. | 16/10/2020 | 11:00 a.m. |
| 44.71(T2-8A & 1CP) | 17/10/2020 | 10:00 a.m. | 17/10/2020 | 11:00 a.m. |
| 44.72(T2-8A & 1CP) | 18/10/2020 | 10:00 a.m. | 18/10/2020 | 11:00 a.m. |
| 44.73(T2-8A & 1CP) | 19/10/2020 | 10:00 a.m. | 19/10/2020 | 11:00 a.m. |
| 44.74(T2-8A & 1CP) | 20/10/2020 | 10:00 a.m. | 20/10/2020 | 11:00 a.m. |
| 44.75(T2-8A & 1CP) | 21/10/2020 | 10:00 a.m. | 21/10/2020 | 11:00 a.m. |
| 44.76(T2-8A & 1CP) | 22/10/2020 | 10:00 a.m. | 22/10/2020 | 11:00 a.m. |
| 44.77(T2-8A & 1CP) | 23/10/2020 | 10:00 a.m. | 23/10/2020 | 11:00 a.m. |
| 44.78(T2-8A & 1CP) | 24/10/2020 | 10:00 a.m. | 24/10/2020 | 11:00 a.m. |
| 44.79(T2-8A & 1CP) | 25/10/2020 | 10:00 a.m. | 25/10/2020 | 11:00 a.m. |
| 44.80(T2-8A & 1CP) | 26/10/2020 | 10:00 a.m. | 26/10/2020 | 11:00 a.m. |
| 44.81(T2-8A & 1CP) | 27/10/2020 | 10:00 a.m. | 27/10/2020 | 11:00 a.m. |
| 44.82(T2-8A & 1CP) | 28/10/2020 | 10:00 a.m. | 28/10/2020 | 11:00 a.m. |
| 44.83(T2-8A & 1CP) | 29/10/2020 | 10:00 a.m. | 29/10/2020 | 11:00 a.m. |
| 44.84(T2-8A & 1CP) | 30/10/2020 | 10:00 a.m. | 30/10/2020 | 11:00 a.m. |
| 44.85(T2-8A & 1CP) | 31/10/2020 | 10:00 a.m. | 31/10/2020 | 11:00 a.m. |
| 44.86(T2-8A & 1CP) | 01/11/2020 | 10:00 a.m. | 01/11/2020 | 11:00 a.m. |
| 44.87(T2-8A & 1CP) | 02/11/2020 | 10:00 a.m. | 02/11/2020 | 11:00 a.m. |
| 44.88(T2-8A & 1CP) | 03/11/2020 | 10:00 a.m. | 03/11/2020 | 11:00 a.m. |
| 44.89(T2-8A & 1CP) | 04/11/2020 | 10:00 a.m. | 04/11/2020 | 11:00 a.m. |

In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced between 7:00 a.m. and 11:00 a.m. on the tender closing date, the tender closing date and time will be extended to 11:00 a.m. on the next day and in respect of which no black rainstorm warning signal or typhoon signal no.8 or above is announced between 7:00 a.m. and 11:00 a.m..

- The Property is offered for tender as one single lot. If such tender is accepted by the Vendor, the Purchaser shall enter into only one (1) formal Agreement for Sale and Purchase covering the whole of the Property and the Vendor will not and does not have any obligation to apportion the purchase price for any part(s) of the Property.

6. Any tender submitted which is qualified or is not in conformity with the Form of Tender annexed hereto or the terms and conditions as set out in this Tender Notice may not be considered. Late tenders will not be accepted.
7. A TENDERER MUST ALSO FORWARD WITH HIS TENDER the following:-
- (a) A cashier order in a sum which constitutes 5% of the purchase price tendered, made payable to “**F. Zimmern & Co.**” and issued by a bank duly licensed under section 16 of the Banking Ordinance (Cap. 155) **OR** a cashier order issued by a bank duly licensed under section 16 of the Banking Ordinance (Cap. 155) in a sum of HK\$1,500,000.00 (“\$1.5m Cashier Order”) **AND** a cheque drawn on a licensed bank under the said section 16 of the Banking Ordinance in a sum representing the shortfall in the 5% of the purchase price tendered (i.e. 5% of the purchase price tendered minus HK\$1,500,000.00) (“Cheque for the Balance”), both made payable to “**F. Zimmern & Co.**”.
 - (b) The Vendor’s Information Form (in the form annexed hereto as **Appendix C**) duly completed and signed by the tenderer.
 - (c) Acknowledgement Letter regarding Special Stamp Duty, Buyer’s Stamp Duty and Ad Valorem Stamp Duty (in the form annexed hereto as **Appendix D**) duly completed and signed by the tenderer.
 - (d) The “Declaration of Related Party” (in the form annexed hereto as **Appendix E**) duly completed and signed by the tenderer.
 - (e) The “Warning to Purchasers” (in the form annexed hereto as **Appendix F**) duly completed and signed by the tenderer.
 - (f) The “Agreement on Use of Personal Data for Direct Marketing” (in the form annexed hereto as **Appendix G**) duly completed and signed by the tenderer.
 - (g) The “Declaration in Relation to Intermediary” (in the form annexed hereto as **Appendix H**) duly completed and signed by the tenderer.
 - (h) The “Acknowledgement Letter for Property Viewing” (in the form annexed hereto as **Appendix I**) duly completed and signed by the tenderer.
 - (i) The “Legal Fees Arrangement” (in the form annexed hereto as **Appendix J**) duly completed and signed by the tenderer.
 - (j) The “Letter of Defects Warranty” (in the form annexed hereto as **Appendix K**) duly completed and signed by the tenderer.
 - (k) An Acknowledgement Letter regarding the First and Second Mortgage Loan with Everbeam Mortgage Limited (in the form annexed hereto as **Appendix L**) duly completed and signed by the tenderer.
 - (l) If the tenderer is natural person(s), a copy of the Hong Kong Identity Card/Passport of each individual of the tenderer and if the tenderer is a company incorporated under the laws of Hong Kong, a copy each of its Certificate of Incorporation, Business Registration Certificate, latest register of directors and annual return and board resolutions authorizing the signing of the

Form of Tender, the Preliminary Agreement, and the other documents mentioned in the above certified as true and correct by a director of the tenderer.

- (m) In case of the tenderer being a corporation incorporated outside Hong Kong, the relevant company documents duly certified by a director of the tenderer and certificates of good standing and incumbency proving the tenderer is duly incorporated and subsisting in its place of incorporation and proving details of its directors.
8. (a) All cashier orders and/or cheques (as the case may be) forwarded by the tenderers will be retained uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted by the Vendor pursuant to paragraph (11)(a) below, the cashier order (which constitutes 5% of the purchase price tendered) OR (as the case may be) the \$1.5m Cashier Order and the Cheque for the Balance (which together constitutes 5% of the purchase price tendered) will be treated as preliminary deposit towards and applied in part payment of the purchase price tendered.
- (b) All other cashier orders and/or cheques (as the case may be) will be returned by personal delivery or by post at the risk of the tenderers, within a period of fourteen (14) working days from the Acceptance Date specified in paragraph 10(a) below, to the unsuccessful tenderers at the address stated in their tenders.
9. (a) The person who signs a Form of Tender as tenderer shall be deemed to be acting as a principal unless he discloses therein that he is acting as an agent only, in which case he shall also disclose therein the name and address of his principal and the name(s) of the contact person(s) of his principal.
- (b) Where the tenderer signs the Form of Tender as agent or attorney or on behalf of a principal, the person signing the Form of Tender shall, by delivery of the Form of Tender, be deemed to warrant to the Vendor that he has the authority of the principal to complete, sign and submit the Form of Tender and he will forthwith, if required by the Vendor, produce such evidence to the satisfaction of the Vendor that he is so authorised. In the event that the tenderer fails to comply with this paragraph 9(b), the tenderer shall be deemed to be the principal.
- (c) A tenderer who is a body corporate incorporated in Hong Kong should clearly state its registered office/its correspondence address in Hong Kong and the name of its contact person in Hong Kong and its telephone and facsimile numbers in the Form of Tender.
- (d) If the tenderer is a corporation incorporated outside Hong Kong, the full name and address of an agent in Hong Kong to whom the letter of notification mentioned in paragraph 11(a) below or to whom the cashier orders and/or cheques (as the case may be) are returned under paragraph 8(b) above may be sent or delivered and who will accept service of any notice, document or legal process on behalf of the tenderer must be stated on its Form of Tender. Such tenderer agrees that any notice, writ, summons, order, judgement or other documents or legal process shall be deemed duly and sufficiently served on it if addressed to it or to the said agent and left at, or sent by post to its address or to the address of the said agent mentioned therein.
10. (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in paragraph 10(b) below, every 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 Form of Tender and the Preliminary Agreement within 14 working days after the tender closing date (the “**Acceptance Date**”). After the Form

of Tender has been submitted, no tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Date.

- (b) In consideration of the provision and undertaking referred to in paragraph 10(a) above, the Vendor promises to pay each tenderer HK\$10.00 upon receipt of a written demand from such tenderer prior to his submission of his tender.
 - (c) Notwithstanding anything herein contained, should the Vendor accept the tender of the Property for Tender between the period from the commencement date of tender submission and the Acceptance Date (both dates inclusive) in accordance with the terms and conditions hereof, all other tenders in respect of the Property for Tender submitted on or before the Acceptance Date shall be deemed to be withdrawn and cease to have effect immediately. The Vendor has no obligation to separately notify any of unsuccessful tenderers of such acceptance. The Vendor shall return the cashier orders and/or cheques (as the case may be) to those unsuccessful tenders pursuant to paragraph 8(b) above.
11. (a) If a tender is accepted by the Vendor, the Vendor shall sign and date the Preliminary Agreement (in duplicate) submitted by the successful tenderer and send to the successful tenderer, by post or by personal delivery to his correspondence address in Hong Kong or registered office stated in his Form of Tender or by fax not later than the Acceptance Date, a letter notifying the successful tenderer of the acceptance of his tender and enclosing therewith a counterpart of the duly signed Preliminary Agreement, which will be dated with the date of signing by the Vendor.
- (b) The successful tenderer shall be the Purchaser (the “**Purchaser**”) under the Preliminary Agreement which shall form a legally binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property once the Preliminary Agreement is signed by the Vendor and delivered to the Purchaser as aforesaid.
 - (c) The Purchaser shall sign the formal Agreement for Sale and Purchase within 5 working days after the date of the Preliminary Agreement and pay the further deposit(s) and part payment(s) of the purchase price tendered (if any) in accordance with the terms and conditions of the Preliminary Agreement.
 - (d) The formal Agreement for Sale and Purchase shall be in the form prescribed by the Vendor and none of the terms thereof may be altered. The form of the formal Agreement for Sale and Purchase is available for inspection at Sales Office of the Development at Shop 118, 1/F, CDW Building, 388 Castle Peak Road, Tsuen Wan between 11 a.m. and 6 p.m. from 5/8/2020 and up to 3/11/2020 and between 10:00 a.m. and 11:00 a.m. on 4/11/2020.
 - (e) If the Purchaser is a company, there shall not be any change in the directors and/or shareholders of the Purchaser prior to the signing of the formal Agreement for Sale and Purchase.
 - (f) Where the successful tender has been made on behalf of a principal, the principal shall himself or itself sign the formal Agreement for Sale and Purchase.
 - (g) In the event that the Purchaser intends to execute the formal Agreement for Sale and Purchase by his/her attorney on his/her behalf :-
 - (i) no attorney, trustee or nominee of any kind by the Purchaser can be accepted by the

Vendor for the purpose of signing the formal Agreement for Sale and Purchase except for a named attorney (without any right of substitution) with a specific power only to sign the formal Agreement for Sale and Purchase in the name and on behalf of the Purchaser; and

- (ii) the relevant power of attorney is required to be approved by the Vendor.
 - (h) No loan applications made to the Vendor's designated financing company, loan documents and ancillary documents (collectively the "**Loan Documents**") can be signed by attorney. The Purchaser shall personally sign the Loan Documents.
12. Tenderers are advised to note that in the event the successful tenderer fails to pay the further deposit(s) in accordance with paragraph 11(c) above or to pay any part or the balance of the purchase price tendered or to complete the purchase in accordance with the Form of Tender and the Preliminary Agreement and/or the formal Agreement for Sale and Purchase as signed or be in breach of the terms of this Tender Notice, the Vendor shall have such rights and remedies against the successful tenderer as specified in the Form of Tender, the Preliminary Agreement and/or the formal Agreement for Sale and Purchase as signed.
 13. Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property for Tender and will not provide legal or other advice in respect of this Tender Notice, the Form of Tender and the Preliminary Agreement or statutory provisions affecting the Property for Tender or any of them. Tenderers should obtain independent legal and other professional advice on the terms of this Tender Notice, the Form of Tender, the Preliminary Agreement and related documents and on all matters concerning the Property) for Tender. All enquiries should be directed to the service hotline of the Vendor on 3708-9098.
 14. 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 and in no event shall such statements be treated as representations or warranties. No such statement 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 are set out in this Tender Notice, the Form of Tender or the Preliminary Agreement.
 15. A bilingual version of the "Warning to Purchasers" referred to in Clause 20 of Part A of the Schedule to the Preliminary Agreement is attached hereto as **Appendix F**.
 16. Tenderers are advised to refer to the sales brochure for any information on the development of which the Property for Tender forms part or for details of the Property for Tender.
 17. In the event that the tenderer is more than one person, the obligations and liabilities of the tenderer are joint and several.
 18. Time shall in all respects be of the essence.
 19. Insofar as the Residential Properties (First-hand Sales) Ordinance (Cap.621) allows, the Chinese version of this Tender Notice, the Form of Tender and the Preliminary Agreement (including the Schedule(s) thereto) is for reference only and the English version thereof shall prevail in case of disparity.

Dated : 5 August 2020

招標號碼: _____ (T2-8A & 1CP)

公開招標承投購買物業

有關

香港新界沙田麗坪路 37 號尚珩 (LA CRESTA)

第 2 座 8 樓 A 單位
地庫停車位 P68 號

公開招標承投購買物業

現招標承投購買以下物業，即：

香港新界沙田麗坪路 37 號尚珩(LA CRESTA)

第 2 座 8 樓 A 單位
地庫停車位 P68 號

(但若在招標截止時限之前物業已被撤回則除外)

| 招標號碼： | 招標開始日期及時間： | | 招標截止日期及時間： | |
|--------------------|---------------|---------|---------------|---------|
| | 日期 (日/月/年) | 時間 | 日期 (日/月/年) | 時間 |
| 44.1(T2-8A & 1CP) | 08/08/2020 | 上午 10 時 | 08/08/2020 | 上午 11 時 |
| 44.2(T2-8A & 1CP) | 09/08/2020 | 上午 10 時 | 09/08/2020 | 上午 11 時 |
| 44.3(T2-8A & 1CP) | 10/08/2020 | 上午 10 時 | 10/08/2020 | 上午 11 時 |
| 44.4(T2-8A & 1CP) | 11/08/2020 | 上午 10 時 | 11/08/2020 | 上午 11 時 |
| 44.5(T2-8A & 1CP) | 12/08/2020 | 上午 10 時 | 12/08/2020 | 上午 11 時 |
| 44.6(T2-8A & 1CP) | 13/08/2020 | 上午 10 時 | 13/08/2020 | 上午 11 時 |
| 44.7(T2-8A & 1CP) | 14/08/2020 | 上午 10 時 | 14/08/2020 | 上午 11 時 |
| 44.8(T2-8A & 1CP) | 15/08/2020 | 上午 10 時 | 15/08/2020 | 上午 11 時 |
| 44.9(T2-8A & 1CP) | 16/08/2020 | 上午 10 時 | 16/08/2020 | 上午 11 時 |
| 44.10(T2-8A & 1CP) | 17/08/2020 | 上午 10 時 | 17/08/2020 | 上午 11 時 |
| 44.11(T2-8A & 1CP) | 18/08/2020 | 上午 10 時 | 18/08/2020 | 上午 11 時 |
| 44.12(T2-8A & 1CP) | 19/08/2020 | 上午 10 時 | 19/08/2020 | 上午 11 時 |
| 44.13(T2-8A & 1CP) | 20/08/2020 | 上午 10 時 | 20/08/2020 | 上午 11 時 |
| 44.14(T2-8A & 1CP) | 21/08/2020 | 上午 10 時 | 21/08/2020 | 上午 11 時 |
| 44.15(T2-8A & 1CP) | 22/08/2020 | 上午 10 時 | 22/08/2020 | 上午 11 時 |
| 44.16(T2-8A & 1CP) | 23/08/2020 | 上午 10 時 | 23/08/2020 | 上午 11 時 |
| 44.17(T2-8A & 1CP) | 24/08/2020 | 上午 10 時 | 24/08/2020 | 上午 11 時 |
| 44.18(T2-8A & 1CP) | 25/08/2020 | 上午 10 時 | 25/08/2020 | 上午 11 時 |
| 44.19(T2-8A & 1CP) | 26/08/2020 | 上午 10 時 | 26/08/2020 | 上午 11 時 |
| 44.20(T2-8A & 1CP) | 27/08/2020 | 上午 10 時 | 27/08/2020 | 上午 11 時 |
| 44.21(T2-8A & 1CP) | 28/08/2020 | 上午 10 時 | 28/08/2020 | 上午 11 時 |
| 44.22(T2-8A & 1CP) | 29/08/2020 | 上午 10 時 | 29/08/2020 | 上午 11 時 |
| 44.23(T2-8A & 1CP) | 30/08/2020 | 上午 10 時 | 30/08/2020 | 上午 11 時 |
| 44.24(T2-8A & 1CP) | 31/08/2020 | 上午 10 時 | 31/08/2020 | 上午 11 時 |
| 44.25(T2-8A & 1CP) | 01/09/2020 | 上午 10 時 | 01/09/2020 | 上午 11 時 |
| 44.26(T2-8A & 1CP) | 02/09/2020 | 上午 10 時 | 02/09/2020 | 上午 11 時 |
| 44.27(T2-8A & 1CP) | 03/09/2020 | 上午 10 時 | 03/09/2020 | 上午 11 時 |

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|--------------------|------------|---------|------------|---------|
| 44.28(T2-8A & 1CP) | 04/09/2020 | 上午 10 時 | 04/09/2020 | 上午 11 時 |
| 44.29(T2-8A & 1CP) | 05/09/2020 | 上午 10 時 | 05/09/2020 | 上午 11 時 |
| 44.30(T2-8A & 1CP) | 06/09/2020 | 上午 10 時 | 06/09/2020 | 上午 11 時 |
| 44.31(T2-8A & 1CP) | 07/09/2020 | 上午 10 時 | 07/09/2020 | 上午 11 時 |
| 44.32(T2-8A & 1CP) | 08/09/2020 | 上午 10 時 | 08/09/2020 | 上午 11 時 |
| 44.33(T2-8A & 1CP) | 09/09/2020 | 上午 10 時 | 09/09/2020 | 上午 11 時 |
| 44.34(T2-8A & 1CP) | 10/09/2020 | 上午 10 時 | 10/09/2020 | 上午 11 時 |
| 44.35(T2-8A & 1CP) | 11/09/2020 | 上午 10 時 | 11/09/2020 | 上午 11 時 |
| 44.36(T2-8A & 1CP) | 12/09/2020 | 上午 10 時 | 12/09/2020 | 上午 11 時 |
| 44.37(T2-8A & 1CP) | 13/09/2020 | 上午 10 時 | 13/09/2020 | 上午 11 時 |
| 44.38(T2-8A & 1CP) | 14/09/2020 | 上午 10 時 | 14/09/2020 | 上午 11 時 |
| 44.39(T2-8A & 1CP) | 15/09/2020 | 上午 10 時 | 15/09/2020 | 上午 11 時 |
| 44.40(T2-8A & 1CP) | 16/09/2020 | 上午 10 時 | 16/09/2020 | 上午 11 時 |
| 44.41(T2-8A & 1CP) | 17/09/2020 | 上午 10 時 | 17/09/2020 | 上午 11 時 |
| 44.42(T2-8A & 1CP) | 18/09/2020 | 上午 10 時 | 18/09/2020 | 上午 11 時 |
| 44.43(T2-8A & 1CP) | 19/09/2020 | 上午 10 時 | 19/09/2020 | 上午 11 時 |
| 44.44(T2-8A & 1CP) | 20/09/2020 | 上午 10 時 | 20/09/2020 | 上午 11 時 |
| 44.45(T2-8A & 1CP) | 21/09/2020 | 上午 10 時 | 21/09/2020 | 上午 11 時 |
| 44.46(T2-8A & 1CP) | 22/09/2020 | 上午 10 時 | 22/09/2020 | 上午 11 時 |
| 44.47(T2-8A & 1CP) | 23/09/2020 | 上午 10 時 | 23/09/2020 | 上午 11 時 |
| 44.48(T2-8A & 1CP) | 24/09/2020 | 上午 10 時 | 24/09/2020 | 上午 11 時 |
| 44.49(T2-8A & 1CP) | 25/09/2020 | 上午 10 時 | 25/09/2020 | 上午 11 時 |
| 44.50(T2-8A & 1CP) | 26/09/2020 | 上午 10 時 | 26/09/2020 | 上午 11 時 |
| 44.51(T2-8A & 1CP) | 27/09/2020 | 上午 10 時 | 27/09/2020 | 上午 11 時 |
| 44.52(T2-8A & 1CP) | 28/09/2020 | 上午 10 時 | 28/09/2020 | 上午 11 時 |
| 44.53(T2-8A & 1CP) | 29/09/2020 | 上午 10 時 | 29/09/2020 | 上午 11 時 |
| 44.54(T2-8A & 1CP) | 30/09/2020 | 上午 10 時 | 30/09/2020 | 上午 11 時 |
| 44.55(T2-8A & 1CP) | 01/10/2020 | 上午 10 時 | 01/10/2020 | 上午 11 時 |
| 44.56(T2-8A & 1CP) | 02/10/2020 | 上午 10 時 | 02/10/2020 | 上午 11 時 |
| 44.57(T2-8A & 1CP) | 03/10/2020 | 上午 10 時 | 03/10/2020 | 上午 11 時 |
| 44.58(T2-8A & 1CP) | 04/10/2020 | 上午 10 時 | 04/10/2020 | 上午 11 時 |
| 44.59(T2-8A & 1CP) | 05/10/2020 | 上午 10 時 | 05/10/2020 | 上午 11 時 |
| 44.60(T2-8A & 1CP) | 06/10/2020 | 上午 10 時 | 06/10/2020 | 上午 11 時 |
| 44.61(T2-8A & 1CP) | 07/10/2020 | 上午 10 時 | 07/10/2020 | 上午 11 時 |
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| 44.70(T2-8A & 1CP) | 16/10/2020 | 上午 10 時 | 16/10/2020 | 上午 11 時 |
| 44.71(T2-8A & 1CP) | 17/10/2020 | 上午 10 時 | 17/10/2020 | 上午 11 時 |
| 44.72(T2-8A & 1CP) | 18/10/2020 | 上午 10 時 | 18/10/2020 | 上午 11 時 |
| 44.73(T2-8A & 1CP) | 19/10/2020 | 上午 10 時 | 19/10/2020 | 上午 11 時 |
| 44.74(T2-8A & 1CP) | 20/10/2020 | 上午 10 時 | 20/10/2020 | 上午 11 時 |
| 44.75(T2-8A & 1CP) | 21/10/2020 | 上午 10 時 | 21/10/2020 | 上午 11 時 |
| 44.76(T2-8A & 1CP) | 22/10/2020 | 上午 10 時 | 22/10/2020 | 上午 11 時 |
| 44.77(T2-8A & 1CP) | 23/10/2020 | 上午 10 時 | 23/10/2020 | 上午 11 時 |

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|--------------------|------------|---------|------------|---------|
| 44.78(T2-8A & 1CP) | 24/10/2020 | 上午 10 時 | 24/10/2020 | 上午 11 時 |
| 44.79(T2-8A & 1CP) | 25/10/2020 | 上午 10 時 | 25/10/2020 | 上午 11 時 |
| 44.80(T2-8A & 1CP) | 26/10/2020 | 上午 10 時 | 26/10/2020 | 上午 11 時 |
| 44.81(T2-8A & 1CP) | 27/10/2020 | 上午 10 時 | 27/10/2020 | 上午 11 時 |
| 44.82(T2-8A & 1CP) | 28/10/2020 | 上午 10 時 | 28/10/2020 | 上午 11 時 |
| 44.83(T2-8A & 1CP) | 29/10/2020 | 上午 10 時 | 29/10/2020 | 上午 11 時 |
| 44.84(T2-8A & 1CP) | 30/10/2020 | 上午 10 時 | 30/10/2020 | 上午 11 時 |
| 44.85(T2-8A & 1CP) | 31/10/2020 | 上午 10 時 | 31/10/2020 | 上午 11 時 |
| 44.86(T2-8A & 1CP) | 01/11/2020 | 上午 10 時 | 01/11/2020 | 上午 11 時 |
| 44.87(T2-8A & 1CP) | 02/11/2020 | 上午 10 時 | 02/11/2020 | 上午 11 時 |
| 44.88(T2-8A & 1CP) | 03/11/2020 | 上午 10 時 | 03/11/2020 | 上午 11 時 |
| 44.89(T2-8A & 1CP) | 04/11/2020 | 上午 10 時 | 04/11/2020 | 上午 11 時 |

賣方

EVERBEAM INVESTMENTS LIMITED

萃日投資有限公司

香港中環干諾道中88號及

德輔道中173號南豐大廈23樓

賣方律師

施文律師行

香港灣仔港灣道 18 號

中環廣場 56 樓 5608 室

聯繫人

顏安德律師/王耀家律師/鄭秀雲小姐

電話號碼：2526 4373

傳真號碼：2801 4580

招標公告

1. Everbeam Investments Limited 萃日投資有限公司 (以下簡稱「賣方」)現按照本招標公告及本招標公告夾附的附件 A 的投標表格 (以下簡稱「投標表格」)和附件 B 的臨時買賣合約 (以下簡稱「臨時合約」)所訂明的條款及條件招標承投購買以下「物業詳情」所載的招標物業 (以下簡稱「該招標物業」),投標者須以單一交易形式購買該招標物業。

物業詳情

位於香港新界沙田麗坪路 37 號尚珩

第 2 座 8 樓 A 單位
地庫停車位 P68 號

2. (a) 賣方不一定接納出價最高的投標書,並保留權利按其全權酌情決定接納或拒絕任何投標書。
(b) 賣方保留權利在接受任何投標書之前的任何時候撤回該招標物業或其任何部份不予出售或將該招標物業或其任何部份以任何方式售予任何人。
(c) 賣方有絕對權利及酌情決定權透過修改銷售安排資料不時更改全部或任何該招標物業的招標截止日期及/或時間。賣方無須就該等更改另行通知投標者。
3. 投標者須注意以下事項:
- (a) 該物業(即在投標表格上所要約購買的物業(以下簡稱「該物業」)之中標者可委託其自己的獨立律師代表其就以下事宜行事:(i) 在賣方接納其投標書後中標者必須訂立的正式買賣合約,及(ii) 該物業其後的轉讓契;或其可委託賣方的律師既代表賣方又代表其本人行事。請參見本招標公告第 15 段「對買方的警告」的中英文雙語文本。
- (b) 賣方律師(即施文律師行)在本投標過程中不代表任何投標者。
4. 投標書必須:
- (a) 採用未經修改及經投標者妥為填妥及簽署的**投標表格**(該投標表格須夾附本投標公告)(一式兩份)及**臨時合約(一式兩份)**(臨時合約之日期必須留空);
- (b) 放入普通信封內封密,信封面上書明賣方收啟,並清楚註明「香港新界沙田麗坪路 37 號尚珩(LA CRESTA)」(招標號碼: _____ (T2-8A & 1CP));以及
- (c) 從下述招標開始日期及時間起至招標截止日期及時間止的辦公時間內,放入擺放於香港荃灣青山公路 388 號中染大廈 1 樓 118 號舖標示為「**LA CRESTA (尚珩) 投標箱**」內:-

| 招標號碼: | 招標開始日期及時間: | | 招標截止日期及時間: | |
|-------------------|---------------|---------|---------------|---------|
| | 日期 (日/月/年) | 時間 | 日期 (日/月/年) | 時間 |
| 44.1(T2-8A & 1CP) | 08/08/2020 | 上午 10 時 | 08/08/2020 | 上午 11 時 |
| 44.2(T2-8A & 1CP) | 09/08/2020 | 上午 10 時 | 09/08/2020 | 上午 11 時 |
| 44.3(T2-8A & 1CP) | 10/08/2020 | 上午 10 時 | 10/08/2020 | 上午 11 時 |
| 44.4(T2-8A & 1CP) | 11/08/2020 | 上午 10 時 | 11/08/2020 | 上午 11 時 |

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|--------------------|------------|---------|------------|---------|
| 44.55(T2-8A & 1CP) | 01/10/2020 | 上午 10 時 | 01/10/2020 | 上午 11 時 |
| 44.56(T2-8A & 1CP) | 02/10/2020 | 上午 10 時 | 02/10/2020 | 上午 11 時 |
| 44.57(T2-8A & 1CP) | 03/10/2020 | 上午 10 時 | 03/10/2020 | 上午 11 時 |
| 44.58(T2-8A & 1CP) | 04/10/2020 | 上午 10 時 | 04/10/2020 | 上午 11 時 |
| 44.59(T2-8A & 1CP) | 05/10/2020 | 上午 10 時 | 05/10/2020 | 上午 11 時 |
| 44.60(T2-8A & 1CP) | 06/10/2020 | 上午 10 時 | 06/10/2020 | 上午 11 時 |
| 44.61(T2-8A & 1CP) | 07/10/2020 | 上午 10 時 | 07/10/2020 | 上午 11 時 |
| 44.62(T2-8A & 1CP) | 08/10/2020 | 上午 10 時 | 08/10/2020 | 上午 11 時 |
| 44.63(T2-8A & 1CP) | 09/10/2020 | 上午 10 時 | 09/10/2020 | 上午 11 時 |
| 44.64(T2-8A & 1CP) | 10/10/2020 | 上午 10 時 | 10/10/2020 | 上午 11 時 |
| 44.65(T2-8A & 1CP) | 11/10/2020 | 上午 10 時 | 11/10/2020 | 上午 11 時 |
| 44.66(T2-8A & 1CP) | 12/10/2020 | 上午 10 時 | 12/10/2020 | 上午 11 時 |
| 44.67(T2-8A & 1CP) | 13/10/2020 | 上午 10 時 | 13/10/2020 | 上午 11 時 |
| 44.68(T2-8A & 1CP) | 14/10/2020 | 上午 10 時 | 14/10/2020 | 上午 11 時 |
| 44.69(T2-8A & 1CP) | 15/10/2020 | 上午 10 時 | 15/10/2020 | 上午 11 時 |
| 44.70(T2-8A & 1CP) | 16/10/2020 | 上午 10 時 | 16/10/2020 | 上午 11 時 |
| 44.71(T2-8A & 1CP) | 17/10/2020 | 上午 10 時 | 17/10/2020 | 上午 11 時 |
| 44.72(T2-8A & 1CP) | 18/10/2020 | 上午 10 時 | 18/10/2020 | 上午 11 時 |
| 44.73(T2-8A & 1CP) | 19/10/2020 | 上午 10 時 | 19/10/2020 | 上午 11 時 |
| 44.74(T2-8A & 1CP) | 20/10/2020 | 上午 10 時 | 20/10/2020 | 上午 11 時 |
| 44.75(T2-8A & 1CP) | 21/10/2020 | 上午 10 時 | 21/10/2020 | 上午 11 時 |
| 44.76(T2-8A & 1CP) | 22/10/2020 | 上午 10 時 | 22/10/2020 | 上午 11 時 |
| 44.77(T2-8A & 1CP) | 23/10/2020 | 上午 10 時 | 23/10/2020 | 上午 11 時 |
| 44.78(T2-8A & 1CP) | 24/10/2020 | 上午 10 時 | 24/10/2020 | 上午 11 時 |
| 44.79(T2-8A & 1CP) | 25/10/2020 | 上午 10 時 | 25/10/2020 | 上午 11 時 |
| 44.80(T2-8A & 1CP) | 26/10/2020 | 上午 10 時 | 26/10/2020 | 上午 11 時 |
| 44.81(T2-8A & 1CP) | 27/10/2020 | 上午 10 時 | 27/10/2020 | 上午 11 時 |
| 44.82(T2-8A & 1CP) | 28/10/2020 | 上午 10 時 | 28/10/2020 | 上午 11 時 |
| 44.83(T2-8A & 1CP) | 29/10/2020 | 上午 10 時 | 29/10/2020 | 上午 11 時 |
| 44.84(T2-8A & 1CP) | 30/10/2020 | 上午 10 時 | 30/10/2020 | 上午 11 時 |
| 44.85(T2-8A & 1CP) | 31/10/2020 | 上午 10 時 | 31/10/2020 | 上午 11 時 |
| 44.86(T2-8A & 1CP) | 01/11/2020 | 上午 10 時 | 01/11/2020 | 上午 11 時 |
| 44.87(T2-8A & 1CP) | 02/11/2020 | 上午 10 時 | 02/11/2020 | 上午 11 時 |
| 44.88(T2-8A & 1CP) | 03/11/2020 | 上午 10 時 | 03/11/2020 | 上午 11 時 |
| 44.89(T2-8A & 1CP) | 04/11/2020 | 上午 10 時 | 04/11/2020 | 上午 11 時 |

若在招標截止日期上午 7 時至上午 11 時期間發出黑色暴雨警告或八號或以上颱風信號，截標日期及時間將延至下一日的上午 11 時正而當天上午 7 時正至上午 11 時正之間亦沒有黑色暴雨警告或八號或以上颱風信號發出。

5. 該招標物業須以單一形式交易。若賣方接納其投標書後，賣方只會與買方訂立一份正式買賣合約包含該招標物業內的各部份。賣方沒有責任為該招標物業內的個別部份分配買價。
6. 賣方可不考慮任何經改動或不符合夾附本招標公告的投標表格的投標書或不依循本招標公告的條款及條件的投標書。賣方不會接受任何逾期的投標書。
7. 投標者遞交投標書時，必須同時附上下列文件：
 - (a) 金額為投標買價的 5% 抬頭寫「施文律師行」須由根據《銀行業條例》(第 155 章) 第 16 條獲妥為發牌的銀行所簽發的銀行本票，或金額為港幣 1,500,000.00 元銀行本票 (「\$1.5m 本票」) 及金額為投標買價的 5% 餘額的支票 (即投標買價的 5% 減去港幣 1,500,000.00 元)

-) (「餘額支票」)。本票及支票抬頭寫「施文律師行」並須由根據《銀行業條例》(第155章)第16條獲妥為發牌的銀行所簽發或支付。
- (b) 經投標者填妥及簽署的賣方資料表格 (按照**附件C**所列的格式)。
 - (c) 經投標者填妥及簽署的「關於額外印花稅、買家印花稅及從價印花稅之確認函」(按照**附件D**所列的格式)。
 - (d) 經投標者填妥及簽署的「關於有關連人士之聲明」(按照**附件E**所列的格式)。
 - (e) 經投標者填妥及簽署的「對買方的警告」(按照**附件F**所列的格式)。
 - (f) 經投標者填妥及簽署的「個人資料用作直接促銷的同意書」(按照**附件G**所列的格式)。
 - (g) 經投標者填妥及簽署的「有關介紹人聲明」(按照**附件H**所列的格式)。
 - (h) 經投標者填妥及簽署的「物業參觀確認函」(按照**附件I**所列的格式)。
 - (i) 經投標者填妥及簽署的「律師費用安排」(按照**附件J**所列的格式)。
 - (j) 經投標者填妥及簽署的「缺漏修繕保證函」(按照**附件K**所列的格式)。
 - (k) 經投標者填妥及簽署的「關於萃日按揭提供之第一按揭及第二按揭貸款之確認函」(按照**附件L**所列的格式)。
 - (l) 以個人名義投標者，每一位投標人的香港身分證/護照影印副本；以法團名義投標者，倘投標公司是根據香港法例成立，投標公司的公司註冊證明書、商業登記證、最近之董事名冊、最近之周年申報表及證明投標表格、臨時合約及上述文件上簽署之授權之會議記錄由投標者之董事核證為真實正確之影印副本各一份。
 - (m) 若投標者為在香港以外成立的法團，由投標者的董事核證的有關公司文件及證明投標者於其成立地已妥為成立、仍然存續及其董事詳情的良好信譽證明書及現任董事在職證明書。
8. (a) 在賣方對收到的投標書作出決定前，所有銀行本票及/或支票(視屬何情況而定)均不會予以兌現。如某份投標書獲賣方根據下文第 11(a)段獲得接納，隨投標書/夾附的投標表格附上的投標買價 5%的銀行本票或總數為投標買價的5%的\$1.5m 本票及餘額支票(視屬何情況而定)將視作投標表格上的該物業的臨時訂金，以支付投標買價的部份款項。
- (b) 所有其他銀行本票及/或支票(視屬何情況而定)將於下文第10(a)段訂明的承約日期起計的 14 個工作日內，按投標書所載地址以專人送達、或通過郵遞方式(遺失風險由投標者承擔)退還予落選投標者。
9. (a) 以投標者身份簽署投標表格的人士，將被視作主事人，除非他在投標表格內聲明僅作為代理人行事；若屬如此，便須同時在投標表格內註明其主事人的姓名及地址以及其主事人的聯絡人的姓名。
- (b) 當投標者以代理人或受權人的身份或代主事人簽署投標表格時，該簽署投標表格的人透過送達投標表格須被視為向賣方保證其已獲主事人授權完成、簽署及遞交投標表格及將可(如賣方要求)提供其已獲該授權的證明以達致賣方滿意的程度。若投標者未能遵從本段9(b)條規定，則投標者須被視為主事人。

- (c) 投標者如為法人團體，須於投標表格清楚註明其註冊辦事處/其香港通訊地址、香港聯絡人姓名、電話及傳真號碼。
- (d) 投標者如為在香港以外成立的法團，則其投標表格必須填寫其在香港的代理人的全名及地址，讓下文第11(a)段提及的通知書或根據上文第8(b)段要退還的本票或/及支票(視屬何情況而定)得以向其代理人傳送或送交及該代理人將代表投標者接受任何通知、文件或法律程序的送達。該投標者同意如任何通知、令狀、傳訊、命令、判決或其他文件或法律程序註明該投標者或其香港代理人為收件人及把它們留在或通過郵遞方式寄到該投標者的地址或在投標表格裏提及的代理人的地址，則該等通知、令狀、傳訊、命令、判決或其他文件或法律程序須被視為已妥當及充分地送達予投標者。
10. (a) 鑒於賣方作出招標和下文第 10(b)段所述的承諾，作為代價，投標書均不可撤銷，而且構成正式要約，可由賣方在招標截止日期後的 14 個工作日內 (以下簡稱「**承約日期**」) 按照本招標公告及投標表格和臨時合約所載的條款及條件，隨時接納投標。投標表格一經遞交，投標者即不可撤回投標書，直至承約日期終結之前，投標書都可由賣方隨時接納。
- (b) 鑒於上文第 10(a) 段所述的投標與承諾，作為代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 10 元。
- (c) 即使招標公告載有任何規定，如果賣方於本招標開始日期至承約日期之間(包括首尾兩天)按照招標公告的條款及條件接納該招標物業的投標書，則其他投標者於承約日期當日或之前遞交的投標書須當作即時撤回及不再有效。賣方無責任向落選投標者分別作出通知。賣方須按照上文第 8(b)段的規定將銀行本票及/或支票(視屬何情況而定)退還予落選投標者。
11. (a) 投標如獲賣方接納，賣方會於中標者遞交的臨時合約(一式兩份)上簽署並填上日期，並於承約日期或之前以郵遞方式或專人送達方式發函予中標者至其載於投標表格上的香港通訊地址或法團註冊地址或以傳真方式傳送以通知中標者其投標書已獲接納並連同夾附一份簽妥及填上賣方簽署及寫上該臨時合約的日期的臨時合約對應本乙份。
- (b) 中標者即成為臨時合約物業的買方(「買方」)，臨時合約一經賣方簽署及送達中標者即對買方及賣方均具法律約束力。
- (c) 中標者須於臨時合約的簽署日期之後的五個工作日內簽署正式買賣合約並同時根據臨時合約的條款和條件支付加付訂金及部份投標買價款項(如有)。
- (d) 正式買賣合約須由賣方擬定及不得修改。正式買賣合約的文本格式由 2020 年 8 月 5 日至 2020 年 11 月 3 日期間每日上午 11 時正至下午 6 時正及於 2020 年 11 月 4 日上午 10 時正至上午 11 時正之間可於荃灣青山公路 388 號中染大廈 1 樓 118 號舖發展項目售樓處以供閱覽。
- (e) 如買方為法人團體，則買方在簽署正式買賣合約之前不能轉換任何董事及/或股東。
- (f) 倘中標者的投標書為代主事人所投，則正式買賣合約須由主事人本身簽署。
- (g) 如買方有意以其授權人代表其簽署正式買賣合約：-
- (i) 賣方並不接受買方任何獲授權人，受托人或獲提名人代買方簽署正式合約。除非該名獲授權人(但不能有任何替代之權力) 擁有之指定權限只限於以買方名義代買方簽署正式合約；及
- (ii) 相關授權書須由賣方事先審批。
- (h) 所有賣方指定財務機構所須簽立的貸款申請、貸款文件及附帶文件(以下概稱「**貸款文件**」)

」)將不獲接受由授權人簽署。買方須親身簽署貸款文件。

12. 投標者宜注意，中標者如未能按照上文第 11(c)段加付訂金，或未能按照投標表格及臨時合約及/或已簽署的正式買賣合約繳付買價任何部份款項或買價餘額或完成購買或中標者違反本招標公告的條款，賣方保留按照投標表格、臨時合約及/或已簽署的正式買賣合約向中標者提出申索和獲得補償的權利。
13. 投標者宜注意，賣方只會回答關於該招標物業的一般問題，而不會就本招標公告、投標表格、臨時合約或關於該招標物業的法例條文提供法律或其他意見。投標者應就本招標公告、投標表格、臨時合約及有關文件的條款及所有關於該招標物業的事項取得獨立法律及其它專業意見。如有任何查詢，應致電熱線 3708-9098 聯絡賣方。
14. 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，在任何情況下任何陳述不得被視作為承諾保證和陳述。任何陳述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。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標公告、投標表格或臨時合約所列出的任何條款或條件。
15. 臨時合約附表甲部第20條提及的「對買方的警告」的中英文雙語文本請參見**附件F**。
16. 建議投標者參閱售樓說明書以取得由該招標物業構成其中一部分的發展項目的資料或該招標物業的詳情。
17. 如投標者多於一人，所有投標者須負有共同及個別的责任。
18. 時間在各方面均為要素。
19. 在《一手住宅物業銷售條例》(第 621 章) 條例許可的情況下，本招標公告、投標表格及臨時合約(包括附表在內)的中文譯本僅供參考之用，如有差異，仍以英文本為準。

日期：2020年8月5日

FORM OF TENDER

Tender for the purchase of the property at **LA CRESTA (尚珩)**, 37 Lai Ping Road, Sha Tin, New Territories, Hong Kong as described below as one transaction subject to the terms and conditions contained herein and in the Tender Notice (the “**Tender Notice**”) and the Preliminary Agreement for Sale and Purchase (the “**Preliminary Agreement**”) as respectively annexed hereto.

To: Everbeam Investments Limited 萃日投資有限公司 (the “**Vendor**”)
23rd Floor,
Nan Fung Tower,
88 Connaught Road C &
173 Des Voeux Road C.,
Central, Hong Kong

1. I/We, _____
(HKID Card No(s)/Passport No(s)/Business Registration No. _____)
of _____
having read the Tender Notice and the Preliminary Agreement hereby irrevocably offer to purchase the following property:-

Flat A on the 8th Floor of Tower 2
Parking Space No. P68 on Basement Floor

at **LA CRESTA (尚珩)**, 37 Lai Ping Road, Sha Tin, New Territories, Hong Kong (the “**Property**”) at a price of Hong Kong Dollars _____
(HK\$ _____) (the “**Purchase Price**”) subject to the terms and conditions set forth herein and in the Tender Notice and the Preliminary Agreement (“**this Tender**”).

2. The Purchase Price will be paid in the manner as follows:

Please choose one out of the following three Payment Plans by ticking one of the following boxes:-

(Notice to tenderer: The Payment Plan chosen by the tenderer may affect the award of his/her/their tender. If other tenderers offer to purchase the Property at the same Purchase Price, the Vendor has the absolute right and discretion to accept or reject any of such tenders but the Vendor may, amongst other factors, consider awarding the tender of the Property to the tenderer who offers to settle the Purchase Price in full and complete the sale and purchase of the Property at the earliest date under the Payment Plans below)

| <input type="checkbox"/> (I) 90-day Payment Plan | | |
|---|---|---|
| (a) | HK\$ _____ (being 5% of the Purchase Price) | as preliminary deposit paid upon signing of the Preliminary Agreement by the Vendor; |
| (b) | HK\$ _____ (being 5% of the Purchase Price) | as further deposit payable within 60 days after the date of signing of the Preliminary Agreement; and |
| (c) | HK\$ _____ (being 90% of the Purchase Price) | as balance of the Purchase Price payable on completion, i.e. within 90 days after the date of signing |

| | | |
|-------------------------------------|---|---|
| | | of the Preliminary Agreement |
| □ (II) 180-day Payment Plan | | |
| (a) | HK\$ _____ (being 5% of the Purchase Price) | as preliminary deposit paid upon signing of the Preliminary Agreement by the Vendor; |
| (b) | HK\$ _____ (being 5% of the Purchase Price) | as further deposit payable within 60 days after the date of signing of the Preliminary Agreement; |
| (c) | HK\$ _____ (being 5% of the Purchase Price) | as part payment of the Purchase Price payable within 90 days after the date of signing of the Preliminary Agreement; |
| (d) | HK\$ _____ (being 85% of the Purchase Price) | as balance of the Purchase Price payable on completion, i.e. within 180 days after the date of signing of the Preliminary Agreement |
| □ (III) 450-day Payment Plan | | |
| (a) | HK\$ _____ (being 5% of the Purchase Price) | as preliminary deposit paid upon signing of the Preliminary Agreement by the Vendor; |
| (b) | HK\$ _____ (being 5% of the Purchase Price) | as further deposit payable within 60 days after the date of signing of the Preliminary Agreement; |
| (c) | HK\$ _____ (being 5% of the Purchase Price) | as part payment of the Purchase Price payable within 90 days after the date of signing of the Preliminary Agreement; |
| (d) | HK\$ _____ (being 5% of the Purchase Price) | as part payment of the Purchase Price payable within 180 days after the date of signing of the Preliminary Agreement; |
| (e) | HK\$ _____ (being 80% of the Purchase Price) | as balance of the Purchase Price payable on completion, i.e. within 450 days after the date of signing of the Preliminary Agreement |

3. The following are enclosed with this Tender:-

Please choose only one of the following by ticking one of the following boxes:-

- (a) (i) A Cashier Order (No. _____) (Bank : _____) in the sum of Hong Kong Dollars _____ (HK\$ _____) made payable to "F. Zimmern & Co." being a sum equivalent to 5% of the Purchase Price, which shall be applied towards payment of the preliminary deposit and in part payment of the Purchase Price for the Property as per paragraph 8(a) of the Tender Notice, if my/our Tender is accepted.

OR

- (ii) A Cashier Order (No. _____) (Bank : _____) in the sum of Hong Kong Dollars One Million And Five Hundred Thousand Only (HK\$1,500,000.00) and a Cheque (No. _____) (Bank: _____) in the sum of Hong Kong Dollars _____

(HK\$ _____) (being 5% of the Purchase Price minus HK\$1,500,000.00), both made payable to “F. Zimmern & Co.” being a total sum equivalent to 5% of the Purchase Price, which shall be applied towards payment of the preliminary deposit and in part payment of the Purchase Price for the Property as per paragraph 8(a) of the Tender Notice, if my/our Tender is accepted.

- (b) The Vendor’s Information Form (in the form annexed to the Tender Notice as **Appendix C**) duly completed and signed by me/us.
- (c) Acknowledgement Letter regarding Special Stamp Duty, Buyer’s Stamp Duty and Ad Valorem Stamp Duty (in the form annexed to the Tender Notice as **Appendix D**) duly completed and signed by me/us.
- (d) The “Declaration of Related Party” (in the form annexed to the Tender Notice as **Appendix E**) duly completed and signed by me/us.
- (e) The “Warning to Purchasers” (in the form annexed to the Tender Notice as **Appendix F**) duly completed and signed by me/us.
- (f) The “Agreement on Use of Personal Data for Direct Marketing” (in the form annexed to the Tender Notice as **Appendix G**) duly completed and signed by me/us.
- (g) The “Declaration in Relation to Intermediary” (in the form annexed to the Tender Notice as **Appendix H**) duly completed and signed by me/us.
- (h) The “Acknowledgement Letter for Property Viewing” (in the form annexed to the Tender Notice as **Appendix I**) duly completed and signed by me/us.
- (i) The “Legal Fees Arrangement” (in the form annexed hereto as **Appendix J**) duly completed and signed by the tenderer.
- (j) The “Letter of Defects Warranty” (in the form annexed hereto as **Appendix K**) duly completed and signed by the tenderer.
- (k) An Acknowledgement Letter regarding the First and Second Mortgage Loan with Everbeam Mortgage Limited (in the form annexed hereto as **Appendix L**) duly completed and signed by the tenderer.
- * (l) A copy/Copies of my/our Hong Kong Identity Card(s)/Passport(s).
- * (m) A copy each of our Certificate of Incorporation, our Business Registration Certificate, our latest register of directors and annual return and our board resolutions authorizing the signing of the Form of Tender, the Preliminary Agreement, and the other related documents mentioned in the above certified as true and correct by our director.
- * (n) In case of us being a corporation incorporated outside Hong Kong or if an overseas address is given, the relevant company documents duly certified by our director and certificates of good standing and incumbency proving we are duly incorporated and subsisting in our place of incorporation and proving details of our directors.

**Delete where inapplicable and initial against deletion*

4. I/We agree that in the event that this Tender is accepted by the Vendor, this Tender together with Preliminary Agreement shall constitute a binding agreement between the Vendor and me/us for the sale and purchase of the Property and I/we will be bound by the Tender Notice, this Form of Tender and the Preliminary Agreement to:-

- (a) pay the further deposit, any part payment and the balance of the Purchase Price at the times stipulated in paragraph 2 above;
- (b) sign the formal Agreement for Sale and Purchase in accordance with paragraph 11(c) of the Tender Notice; and
- (c) carry out and complete the purchase of the Property in accordance with the Tender Notice, this Form of Tender, the Preliminary Agreement and the formal Agreement for Sale and Purchase as signed.

5. I/We acknowledge that I am/we are fully aware of the restrictions set out in the Land Grant of the lot on which La Cresta is erected, including but not limited to Special Condition (22)(a) thereof, which stipulates (inter alia) that:-

“(a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Residential Parking Spaces and the Motor Cycle Parking Space shall not be:-

(i) assigned except :

- I. together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot, or
- II. to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or

(ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot.

Provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential unit in the building or buildings erected or to be erected on the lot. For the avoidance of doubt, a detached, semi-detached or terraced house which is intended for use as a single family residence shall be regarded as a residential unit referred to in this sub-clause (a). The decision of the Director as to whether a detached, semi-detached or terraced house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.”

6. I/We agree and accept that in the event of my/our failure or inability to sign the formal Agreement for Sale and Purchase on or before the date stipulated in the Tender Notice, this Form of Tender and the Preliminary Agreement, the agreement for the sale and purchase as constituted by the Preliminary Agreement shall be terminated by the Vendor whereupon the preliminary deposit paid by me/us shall be forfeited to the Vendor.

7. The Vendor is not and will not be involved in any disputes between me/us and my/our estate agent/salesperson or intermediary, if any. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Tender Notice, this Form of Tender and the Preliminary Agreement and the formal Agreement for Sale and Purchase as signed.
8. We declare and agree that (This paragraph 8 is not applicable to tenderer(s) who is/are natural person(s):-
 - (a) the register of directors enclosed with this Tender is the up-to-date version.
 - (b) there shall be no change in any of the tenderer's director(s) between the date of this Tender and the Acceptance Date without the Vendor's prior written approval.
 - (c) upon the Vendor's request, the tenderer shall at our own cost and expense provide all relevant evidence to show and prove that the particulars of the directors as set out in the register of directors provided by us are complete and accurate.
 - (d) Should we fail to comply with this paragraph 8, the Vendor may refuse to sell the Property to us and to treat such non-compliance as Purchaser's default and terminate the Preliminary Agreement and/or the formal Agreement for Sale and Purchase.
9. I /We authorize the Vendor to date the Preliminary Agreement and fill in the Preliminary Agreement for Sale and Purchase number (now in blank) in this Tender if this Tender is accepted by the Vendor.

Dated the _____ day of _____ 2020.

| | |
|---|--|
| Name(s) of Tenderer(s) : | |
| Signature(s) of Tenderer(s)/ Name(s) and Signature(s) of Authorised Officer(s) of Tenderer(s) : | |
| Hong Kong Identity Card No(s)/Passport(s) No(s)/ Business Registration No(s). (with copy(ies) of Hong Kong Identity Card(s) / Passport(s) / Business Registration Certificate(s) attached hereto) : | |
| Correspondence Address(es) in Hong Kong / Registered Office(s) of the Tenderer(s) : | |
| Telephone No(s). : | |
| Facsimile No(s). : | |
| Name(s) of Contact Person(s) in Hong Kong of Tenderer(s) : | |
| Name of Principal (if applicable) : | |

| | |
|---|--|
| Address of Principal (if applicable) : | |
| Name(s) of Contact Person(s) in Hong Kong of Principal (if applicable) : | |
| #Name of Agent in Hong Kong appointed by Tenderer(s) (if applicable) : | |
| #Address in Hong Kong of the Agent appointed by Tenderer(s) (if applicable) : | |
| Type of Ownership : | *as Sole Owner / Joint Tenants / Tenants in Common (in equal shares) <i>*Delete where inapplicable and initial against deletion</i> |
| Signature of Witness : | |
| Name of Witness : | |
| HKID/ Passport No. of Witness : | |
| Address of Witness : | |

#Only applicable if the Tenderer is a corporation incorporated outside Hong Kong

投標表格

在遵守本投標表格及夾附於本投標表格的招標公告(以下簡稱「招標公告」)和臨時買賣合約(以下簡稱「臨時合約」)所載的條款及條件的前提下，茲以單一交易形式投標承購以下位於香港新界沙田麗坪路 37 號尚珩(LA CRESTA)的物業。

致：EVERBEAM INVESTMENTS LIMITED 萃日投資有限公司(以下簡稱「賣方」)
香港中環干諾道中 88 號及
德輔道中 173 號南豐大廈 23 樓

1. 本人/我們_____ (香港身分證號碼/護照號碼/商業登記証號碼_____)
通訊地址/註冊辦事處_____
- 已閱讀招標公告和臨時合約，特此不可撤銷地提出要約，在受到本投標表格及附於本表格的招標公告和臨時合約所列的條款及條件約束的前提下，以港幣_____元 (HK\$) (以下簡稱「買價」) 購買香港新界沙田麗坪路 37 號尚珩(LA CRESTA) 以下之物業(以下簡稱「該物業」)：-

第 2 座 8 樓 A 單位
地庫停車位 P68 號

2. 買方將按照下列方式支付買價：

只可揀選下列三款付款計劃中的其中一項，請在方格內剔上適用的一項
(投標者請注意：投標者所揀選的付款計劃可影響中標結果。倘該物業的其他投標者以相同買價投標，賣方有絕對權利酌情決定接受或拒絕任何該等投標書，賣方於衡量其他因素的同時，可考慮接受能根據下列付款計劃最早交付買價全數及最早可完成該物業交易的投標書。)

| | | |
|---|------------------------|-------------------------------|
| <input type="checkbox"/> (I) 90 天付款計劃 | | |
| (a) | 港幣_____元 (即買價的 5%) | 由賣方簽署臨時合約時支付作為臨時訂金； |
| (b) | 港幣_____元 (即買價的 5%) | 在簽署臨時合約日期後 60 天內支付作為加付訂金； |
| (c) | 港幣_____元 (即買價的 90%) | 在交易時即簽署臨時合約日期後 90 天內支付作為買價餘款。 |
| <input type="checkbox"/> (II) 180 天付款計劃 | | |
| (a) | 港幣_____元 (即買價的 5%) | 由賣方簽署臨時合約時支付作為臨時訂金； |
| (b) | 港幣_____元 (即買價的 5%) | 在簽署臨時合約日期後 60 天內支付作為加付訂金； |
| (c) | 港幣_____元 (即買價的 5%) | 在簽署臨時合約日期後 90 天內支付作為部份買價； |
| (d) | 港幣_____元 | 在交易時即簽署臨時合約日期後 180 天內支付 |

| | | |
|-------------------|-------------------------|--------------------------------|
| | (即買價的 85%) | 作為買價餘款。 |
| □ (III) 450 天付款計劃 | | |
| (a) | 港幣_____元 (即買價的 5%) | 由賣方簽署臨時合約時支付作為臨時訂金； |
| (b) | 港幣_____元 (即買價的 5%) | 在簽署臨時合約日期後 60 天內支付作為加付訂金； |
| (c) | 港幣_____元 (即買價的 5%) | 在簽署臨時合約日期後 90 天內支付作為部份買價； |
| (d) | 港幣_____元 (即買價的 5%) | 在簽署臨時合約日期後 180 天內支付作為部份買價； |
| (e) | 港幣_____元 (即買價的 80%) | 在交易時即簽署臨時合約日期後 450 天內支付作為買價餘款。 |

3. 下列文件連同本投標書一併附上：

只可揀選下列其中一項，請在方格內剔上適用的一項

- (a) (i) 一張金額為港幣_____元, 即買價的 5%且抬頭為“施文律師行”的銀行本票(本票號碼：_____) (銀行：_____)，若本人/我們的投標書獲得接納，該款項將按招標公告第 8(a) 段規定用以支付該物業買價的臨時訂金及部份買價。
- (ii) 一張金額為港幣 1,500,000.00 元的銀行本票(本票號碼：_____) (銀行：_____)及一張金額為港幣_____元(即買價的 5%減去港幣 1,500,000.00 元)的支票(支票號碼：_____) (銀行：_____)，抬頭為“施文律師行”，若本人/我們的投標書獲得接納，該款項(即總數為買價的 5%)將按招標公告第 8(a) 段規定用以支付該物業買價的臨時訂金及部份買價。
- (b) 經本人/我們填妥及簽署的賣方資料表格(按照招標公告**附件 C**所列的格式)。
- (c) 經本人/我們填妥及簽署的「關於額外印花稅、買家印花稅及從價印花稅之確認函」(按照招標公告**附件 D**所列的格式)。
- (d) 經本人/我們填妥及簽署的「關於有關連人士之聲明」(按照招標公告**附件 E**所列的格式)。
- (e) 經本人/我們填妥及簽署的「對買方的警告」(按照招標公告**附件 F**所列的格式)。
- (f) 經本人/我們填妥及簽署的「個人資料用作直接促銷的同意書」(按照招標公告**附件 G**所列的格式)。
- (g) 經本人/我們填妥及簽署的「有關介紹人聲明」(按照招標公告**附件 H**所列的格式)。
- (h) 經本人/我們填妥及簽署的「物業及車位參觀確認函」(按照**附件 I**所列的格式)。

- (i) 經本人/我們填妥及簽署的「律師費用安排」(按照附件 J 所列的格式)。
- (j) 經本人/我們填妥及簽署的「缺漏修繕保證函」(按照附件 K 所列的格式)。
- (k) 經本人/我們填妥及簽署的「關於萃日按揭提供之第一按揭及第二按揭貸款之確認函」(按照附件 L 所列的格式)。
- * (l) 本人/我們的香港身份證/護照影印副本。
- * (m) 我們的公司註冊證明書、商業登記證、最近之董事名冊、最近之周年申報表及證明投標表格、臨時合約及上述文件上簽署之授權之會議記錄由我們董事核證為真實正確之影印副本各一份。
- * (n) 若我們為在香港以外成立的法團或如提供海外地址，由我們的董事核證的有關公司文件及證明我們於我們的成立地已妥為成立、仍然存續及我們董事詳情的良好信譽證明書及現任董事在職證明書。

***如不適用，請刪除及在旁加簽**

4. 本人/我們同意如果賣方接納本投標書，本投標書連同臨時合約將構成賣方與本人/我們之間有關買賣該物業的有約束力的合約，且本人/我們將受招標公告，本投標表格和臨時合約所約束且應：
 - (a) 於上述第2段規定的時間支付加付訂金、部份買價和買價餘款；
 - (b) 按照招標公告的第 11(c)段簽署正式買賣合約；及
 - (c) 按照招標公告、本投標表格、臨時合約和已簽署的正式買賣合約進行並完成購買該物業。

5. 本人/我們確認本人/我們完全了解尚珩所處地段之批地文件的限制，包括但不限於以下特別批地條款第 (22):-

“(a) 即使已履行與遵守批地文件內的條款並使署長滿意，住宅停車位及電單車停車位不得：

 - (i) 轉讓，除非
 - (I) 連同帶有獨家使用及管有該地段已建或擬建的建築物的住宅單位的權利的該地段的不分割份數；或
 - (II) 予已經擁有帶有獨家使用及管有該地段已建或擬建的建築物的住宅單位的權利的該地段的不分割份數的人士；或
 - (ii) 分租，除非分租給該地段已建或擬建的建築物的住宅單位的住戶。

但在任何情況下，不得轉讓或分租總數超過三個住宅停車位及電單車停車位給予該地段已建或擬建的建築物的任何一名住宅單位的業主或住戶。為免生疑問，擬用作單戶住宅的獨立式，半獨立式或排列連接式屋宇應被視為本條 (a) 所述的住宅單元。署長決定是否將獨立，半獨立或排列連接式房屋構成或擬作為單一家庭住宅使用，即為最終決定，並對買方具約束力。”

6. 本人/我們同意並接受如果本人/我們沒有或無能力按招標公告、本投標表格以及臨時合約訂明的日期或之前簽署正式買賣合約，則賣方將終止由臨時合約所構成的買賣協議並沒收本人/我們所支付的臨時訂金。

7. 賣方不牽涉並將不會被牽涉本人/我們與本人/我們地產代理/營業員或中介人(如有)之間的任何爭議。該物業的買賣須嚴格按照招標公告、本投標表格及臨時合約及已簽署的正式買賣合約所列的條款及條件進行。
8. 我們聲明並同意如下(本段不適用於個人投標者):
 - (a) 夾附於本投標書之董事名冊為現任董事資料，
 - (b) 如果我們成為中標者，除非事先得到賣方書面同意，在本投標書日期和承約日期之間我們不會有任何董事變動。
 - (c) 在賣方提出要求時，我們將自費提供所有相關文件以證明載於董事名冊中的資料為正確及完整。
 - (d) 如我們未有遵從本第 8 段的任何規定，賣方可終止已訂立之臨時合約及/或正式買賣合約拒絕將該物業售予我們，我們將被視作違反合約條款。
9. 如賣方接納本投標書，本人/我們授權賣方在臨時合約上填上(在遞交本投標書時已留空的)臨時合約日期及編號。

日期為 2020 年____月____日。

| | | |
|-------------------------------------|---|--|
| 投標者的名稱 | : | |
| 投標者的簽名/獲授權 的投標者的職員的名 稱及簽名 | : | |
| 香港身份證號碼/護照 號碼/商業登記證號碼 (連同其副本) | : | |
| 投標者的香港通訊地 址/註冊辦事處 | : | |
| 電話號碼 | : | |
| 傳真號碼 | : | |
| 投標者的香港聯絡人 的名稱 | : | |
| 主事人名稱(如適用) | : | |
| 主事人地址(如適用) | : | |
| 主事人的香港聯絡人的 名稱 (如適用) | : | |

| | |
|------------------------|---|
| #投標者委聘的香港代理人的名稱(如適用) : | |
| #投標者委聘的代理人的香港地址(如適用) : | |
| 擁有權種類 : | *作為唯一擁有人 / 聯權共有人 / 分權共有人 (相同份數) *如不適用，請刪除及在旁加簽 |
| 見證人簽名 : | |
| 見證人姓名 : | |
| 見證人香港身份證號碼/護照號碼 : | |
| 見證人地址 : | |

只適用於投標者如為香港以外成立的法團或如提供海外的地址

尚珩
LA CRESTA

臨時買賣合約
PRELIMINARY AGREEMENT FOR
SALE AND PURCHASE

編號 No.:

日期 Date :

賣方 : 萃日投資有限公司
(下稱「賣方」)
Vendor : Everbeam Investments Limited
("the Vendor")
(商業登記證號碼 B.R. No.:
61609429)

賣方律師 Vendor's Solicitors
施文律師行 F. Zimmern & Co
香港灣仔港灣道 18 號中環廣場 56 樓 5608 室
Suite 5608, 56th Floor, Central Plaza, 18 Harbour Road,
Wanchai, Hong Kong
電話 Tel : 2526 4373

買方 Purchaser(s)

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

(1) _____
(2) _____
(3) _____

董事姓名及身份證號碼 (只適用於公司買方)

Directors' names and I.D. Nos. (for corporate purchaser only)

(1) _____
(2) _____

地址 Address:

電話號碼 Tel. No

物業地點及發展項目名稱

Location of the Property and Name of the Development :

尚珩 LA CRESTA

位於沙田市地段第 563 號 erected on Sha Tin Town
Lot No.563

| 物業 (合稱「本物業」) 的資料 Details of the property(ies) (collectively "the Property") | | | | |
|---|---------------------------|-------------|----------------|---------------|
| 物業 A Property A | 洋房號 House No. | 座數 Tower | 樓層 Floor(s) | 單位 Flat(s) |
| | - | 2 | 8 | A |
| 物業 B1 Property B1 | 停車位號 Parking Space No. | | 樓層 Floor | |
| | P68 | | Basement 地庫 | |

付款辦法 Payment Method

1 本物業的樓價為港幣_____元，並須由買方按以下方式付予賣方－
The purchase price of the Property is HK\$ _____, which shall be paid by the Purchaser to the Vendor in the manner as follows –

臨時訂金 Preliminary Deposit 為數港幣_____元（即樓價的 5%）的臨時訂金，須於簽署本臨時買賣合約（「臨時合約」）時支付。
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 for Sale and Purchase (“Preliminary Agreement”).

加付訂金 Further Deposit HK\$ 港幣_____，which is equal to 5% of the purchase price, shall be payable within [] days after the date of signing of this Preliminary Agreement 即樓價的 5%，須在簽署本臨時合約日期後[]天內支付。

部份樓價 Part Payment of the purchase price HK\$ 港幣_____，which is equal to 5% of the purchase price, shall be payable within [] days after the date of signing of this Preliminary Agreement 即樓價的 5%，須在簽署本臨時合約日期後的[]天內支付。

部份樓價 Part Payment of the purchase price HK\$ 港幣_____，which is equal to 5% of the purchase price, shall be payable within [] days after the date of signing of this Preliminary Agreement 即樓價的 5%，須在簽署本臨時合約日期後的[]天內支付。

樓價餘額 Balance HK\$ 港幣_____，which is equal to []% of the purchase price, shall be payable on completion on or before [] 即樓價的[]%，須在交易時即[]或之前付清。

2 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－
It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase (“the Agreement”) to be executed –

- (a) 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
by the Purchaser on or before_____ (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and
- (b) 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。
by the Vendor on or before_____ (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).

買方須簽署由賣方律師所擬訂有關本物業的正式合約。正式合約條款買方不得更改。

The Purchaser shall sign the Agreement prepared by the Vendor’s Solicitors the terms of which shall not be altered by the Purchaser.

備註 Remarks:

本臨時合約受附表所列出之其他條款及條件所約束。

This Preliminary Agreement is subject to the Other Terms and Conditions set out in the Schedule hereto attached.

買方簽署
Signature(s) of the Purchaser(s)

代表賣方簽署
For and on behalf of the Vendor

獲授權人士簽署 Authorized Signature(s)

地產代理(公司名稱)
Estate Agent(Company name):

茲收到下述交來支票/本票(以銀行過數作實)，作為是次買賣之臨時訂金。
Received the following Cheque/Cashier Order, subject to bank clearance, being the Preliminary Deposit for this Sale and Purchase.

| | 付款方法 Payment Type | 金額 Amount | 參考號碼 Reference Number | 銀行 Bank |
|--|----------------------|--------------|--------------------------|------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

代表賣方簽署
For and on behalf of the Vendor

獲授權人士簽署
Authorized Signature(s)

Schedule 附表

Other Terms and Conditions 其他條款及條件

Part A 甲部

1. In this Preliminary Agreement –
在本臨時合約中 –
 - (a) “saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621);
“實用面積”具有《一手住宅物業銷售條例》（第 621 章）第 8 條給予該詞的涵義；
 - (b) “working day” has the meaning given by section 2(1) of that Ordinance;
“工作日”具有該條例第 2(1)條給予該詞的涵義；
 - (c) the floor area of an item under clause (1)(a) of Part B of the Schedule hereto is calculated in accordance with section 8(3) of that Ordinance; and
附表中乙部第(1)(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 (1)(b) of Part B of the Schedule hereto is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
附表中乙部第(1)(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 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。
3. 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。
4. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的額外印花稅（如有的話），由買方承擔。
5. The buyers’ 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買家印花稅（如有的話），由買方承擔。
6. If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed –
如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約 –
 - (a) this Preliminary Agreement is terminated;
本臨時合約即告終止；
 - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
買方支付的臨時訂金，即被沒收歸於賣方；及
 - (c) the Vendor does not have any further claim against the Purchaser for the failure.
賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
7. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap.219), the Vendor shall not restrict the Purchaser’s right under the law to raise requisition or objection in respect of title.
在不損害《物業轉易及財產條例》（第 219 章）第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
8. All deposits, 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.
所有訂金、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作抬頭人的本票或保付支票支付。

9. (a) Each party shall bear its/his own legal costs and expenses of this sale and purchase of the Property.
買賣雙方各自支付是項買賣己方所需之法律費用及雜費。
- (b) 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.
所有圖則費、契據認證副本之費用包括該等認證副本之圖則費、查冊費、登記費及其他支出費用，均由買方承擔。買方並須承擔所有與本物業的按揭有關的法律費用及支出。
10. The sale and purchase of the Property shall be completed at the offices of the Vendor's Solicitors during office hours (from 10:00 a.m. to 4:30 p.m.) on or before [].
本物業的買賣須於[] 或之前在賣方律師的辦公室及辦公時間 (由上午 10 時正至下午四時三十分)內完成。
11. (a) It is hereby agreed and declared that this Preliminary Agreement is personal to the Purchaser. Subject to the provisions of Clause (11)(b), only the person(s) who signed this Preliminary Agreement is permitted to sign the Agreement, but additional person or persons is/are permitted to join in the Agreement on condition that adequate proof is produced to the satisfaction of the Vendor of a close family connection between the person who signed this Preliminary Agreement and such additional person(s) and that all of them sign the Agreement as purchasers personally.
謹此聲明本臨時合約只屬於買方個人所有。除第(11)(b)條另有規定外，只有簽署本臨時合約的人士方可簽署正式合約。惟在額外人士提供充足證明令賣方滿意其與簽署本臨時合約的人士有近親關係之情況下，該額外人士亦可加入正式合約，並由所有簽署本臨時合約及額外加入的人士親自簽署正式合約作為買方。
- (b) No attorney, trustee or nominee of any kind of the Purchaser can be accepted by the Vendor for the purpose of signing the Agreement except a named attorney (without any right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser.
賣方不接受任何受權人、受托人或獲提名人代買方簽署正式合約，除非該名受權人（沒有任何更替之權利）擁有之指定權限只能以買方的名義及代表買方簽署正式合約。
12. Where the Purchaser is/are a company(ies) and the Purchaser shall not make or permit any change in any of the directorship or shareholding of the Purchaser before execution of the Agreement and payment of any further deposit and/or part payment of the purchase price of the Property as prescribed herein. The Purchaser who is/are a company(ies), shall also produce a certified true copy of its/their board resolutions sanctioning the purchase of the Property and authorising the director(s) concerned to sign this Preliminary Agreement and the Agreement for and on its/their behalf.
買方若為公司者，於簽妥正式合約及繳付本臨時合約訂明的任何加付訂金及/或本物業的部份售價前不得變更或容許變更公司之董事或股東的組成。買方若為公司者，並須提供其會議記錄的經核證為真實的副本，以證明通過批准購買本物業及授權有關董事代其簽署本臨時合約及正式合約。
13. The Purchaser will have to agree with the Vendor in the Agreement to the effect that :
買方須與賣方於正式合約下作效力如下之協議：
- (a) the Vendor is entitled to keep the preliminary deposit if the Agreement is later cancelled in any way whatever;
and
如正式合約之後因任何原因取消，賣方有權保留臨時訂金；及
- (b) other than entering into a mortgage or charge, the Purchaser shall not nominate any person to take up the Assignment of the Property, sub-sell the Property or transfer the benefit of the Agreement in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
除將本物業用作按揭或押記外，買方不得在完成買賣交易及簽署本物業之轉讓契前以任何方式提名任何人受讓本物業、轉售本物業或轉讓正式合約之利益或簽立任何協議進行上述者。
14. 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，買方須即以書面通知賣方。

15. Vacant possession of the Property shall be delivered to the Purchaser upon completion.
買賣完成時，賣方須將本物業交吉予買方。
16. This Preliminary Agreement is not preceded by an unwritten sale agreement or an agreement for sale made between the same parties hereto and on the same terms and conditions hereof.
賣方與買方並沒有在簽訂本臨時合約以前訂立與本臨時合約條款及條件相同的非書面買賣合約或買賣合約。
17. Insofar as the Residential Properties (First-hand Sales) Ordinance (Cap.621) allows, the Chinese translation of the provisions in this Preliminary Agreement is for reference only, and in case of any doubt or conflict, the English version shall prevail. Words importing the singular shall include the plural and vice versa and words importing one gender shall include other genders, and words importing persons shall include corporations and vice versa.
在《一手住宅物業銷售條例》（第 621 章）許可的情況下，本臨時合約之中文譯本僅供參考之用，如有疑問或爭議，應以英文本為準。但凡指單數之詞語，其釋義將包括眾數，反之亦然。但凡指男性、女性或中性之詞語，其釋義包括所有其他兩種性別。但凡指人之詞語，其釋義包括公司，反之亦然。
18. Time shall in every respect be of the essence of this Preliminary Agreement.
本臨時合約所列之時間或時限乃本臨時合約之重要部份。
19. The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause (20) and fully understands its contents.
買方已確認收到以下第(20)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。
20. For the purposes of clause (19), the following is the “Warning to Purchasers”:
就第(19)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。

21. The sale and purchase of the Property A includes the fittings, finishes and appliances as set out in Part C of the Schedule hereto.
物業 A 買賣所包括的裝置、裝修物料及設備載列於附表丙內。
22. It is hereby certified that the Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap. 117).
茲證明本物業是《印花稅條例》(第 117 章) 29A(1) 段所指的住宅物業。
23. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds HK\$ Not Applicable.
茲證明此宗買賣非另一或一系列買賣之一部份, 而總價不超過港幣\$不適用。
24. The Vendor reserves the right to rectify any errors or omissions in calculating the purchase price above referred to and the amount of the purchase price shall be as stated in the Agreement to be prepared by the Vendor's Solicitors.
樓價計算如有錯漏, 賣方保留權利更正, 樓價以賣方律師所擬訂的正式合約所列为準。
25. This Preliminary Agreement may be rescinded by agreement of the parties hereto without the consent of any person who is not a party to this Preliminary Agreement and section 6(1) of the Contracts (Rights of Third Parties) Ordinance (Cap. 623) shall not apply to this Preliminary Agreement.
本臨時合約可在雙方同意下撤銷, 而毋須獲得本臨時合約雙方以外的任何人士的同意。《合約(第三者權利)條例》(第 623 章) 第 6(1) 條並不適用於本臨時合約。

Part B 乙部

- (1) The measurements of the Property A are as follows :
物業 A 的量度尺寸如下:

Re : Flat A on the 8th Floor of Tower 2 of La Cresta
有關 : 尚珩第 2 座 8 樓 A 單位

- (a) the saleable area of Property A is 163.601 square metres/ 1,761 square feet *of which –
物業 A 的實用面積為 163.601 平方米 / 1,761 平方呎 *其中 –

*[6.000 square metres / 65 square feet is the floor area of the balcony];
*[6.000 平方米 / 65 平方呎為露台的樓面面積];

*[1.500 square metres/ 16 square feet is the floor area of the utility platform];
*[1.500 平方米 / 16 平方呎為工作平台的樓面面積];

*[- square metres/ - square feet is the floor area of the verandah]; and
*[- 平方米 / - 平方呎為陽台的樓面面積];

- (b) other measurements are –
其他量度尺寸為 –

*[the area of the air-conditioning plant room is - square metres/ - square feet];
*[空調機房的面積為 - 平方米 / - 平方呎];

*[the area of the bay window is - square metres/ - square feet];
*[窗台的面積為 - 平方米 / - 平方呎];

*[the area of the cockloft is - square metres/ - square feet];
*[閣樓的面積為 - 平方米 / - 平方呎];

*[the area of the flat roof is - square metres/ - square feet];
*[平台的面積為 - 平方米 / - 平方呎];

*[the area of the garden is - square metres/ - square feet];
*[花園的面積為 - 平方米 / - 平方呎];

*[the area of the parking space is - square metres/ - square feet];
*[停車位的面積為 - 平方米 / - 平方呎];

*[the area of the roof is - square metres/ - square feet];
*[天台的面積為 - 平方米 / - 平方呎];

*[the area of the stairhood is - square metres/ - square feet];
*[梯屋的面積為 - 平方米 / - 平方呎];

*[the area of the terrace is - square metres/ - square feet];
*[前庭的面積為 - 平方米 / - 平方呎];

*[the area of the yard is - square metres/ - square feet];
*[庭院的面積為 - 平方米 / - 平方呎];

- (2) The measurements of the Property B1 are as follows :
物業 B1 的量度尺寸如下:

Re : Parking Space No. P68 on Basement Floor of La Cresta
有關 : 尚珩地庫停車位 P68 號

*[the area of the Property B1 is _____ square metres/ _____ square feet];
*[物業 B1 的面積為 _____ 12.5 _____ 平方米 / _____ 135 _____ 平方呎];

the area under this sub-clause (2) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
本第(2)條所指的項目的面積，按照該條例附表 2 第 2 部計算。

Fitting, Finishes and Appliances

Applicable to all Residential Units unless otherwise specified

1. Exterior Finishes

| |
|---|
| 1.1 External Wall (for all Houses) Finished with natural stone, artificial granite tiles, aluminum grille, aluminum cladding, glass cladding and curtain wall. |
| 1.2 Window Residential units fitted with fluorocarbon coated aluminum frame and with glazing. Bathrooms (non curtain wall location) fitted with fluorocarbon coated aluminum frame and with acid-etched glazing. |
| 1.3 Balcony All balconies are covered and fitted with glass balustrade. Floor finished with tiles. Walls finished with artificial granite tiles and ceramic tiles. Ceiling finished with aluminum cladding. (for Units A & B on 9/F & 10/F (Duplex) of Tower 1, Units A & B on 10/F & 11/F (Duplex) of Tower 2, Unit A on 9/F & 10/F (Duplex) and Unit B on 10/F of Tower 3) All balconies are uncovered and fitted with glass balustrade. Floor finished with composite wood decking. Walls finished with artificial granite tiles and ceramic tiles. (for Houses and Garden Duplex) All balconies are uncovered and fitted with glass balustrade. Floor finished with composite wood decking. Wall finished with artificial granite tiles and ceramic tiles. Ceiling finished with aluminum cladding. |

2. Interior Finishes

| |
|--|
| 2.1 Internal Wall and Ceiling – Living Room, Dining Room and Bedroom Wall and ceiling plastered and painted with emulsion paint on exposed surfaces. Gypsum board with emulsion paint where false ceiling or bulkhead are provided. (for Unit B on 3/F of Tower 1) Living Room and Dining Room Walls are finished with wall paper, glass panel, natural stone, lacquer painting, mirror, fabric panel and stainless steel. Gypsum board with emulsion paint where false ceiling or bulkhead are provided and finished with stainless steel trim. Master Bedroom & Bedroom 2 Walls are finished with wall paper, mirror, fabric panel and stainless steel. Gypsum board with emulsion paint where false ceiling or bulkhead are provided and finished with stainless steel trim. Bedroom 3 Walls are finished with mirror, fabric panel and stainless steel. Gypsum board with emulsion paint where false ceiling or bulkhead are provided and finished with stainless steel trim. Bedroom 4 Walls are finished with wall paper, mirror, fabric panel and stainless steel. Gypsum board with emulsion paint |
|--|

and finished with wood veneer where false ceiling or bulkhead are provided and finished with stainless steel trim.

(for Unit A on 8/F of Tower 2)

Living Room and Dining Room

Walls plastered and finished with wall paper, wood veneer, oil painting, mirror and stainless steel. Gypsum board with emulsion paint where false ceiling or bulkhead are provided.

Master Bedroom

Walls plastered and finished with wall paper, wood veneer, artificial shell panel, mirror and stainless steel. Wall paper and gypsum board with emulsion paint where false ceiling or bulkhead are provided.

Bedroom 2 & 3

Walls plastered and finished with wall paper, wood veneer, fabric panel and stainless steel. Gypsum board with emulsion paint where false ceiling or bulkhead are provided.

Bedroom 4

Walls plastered and finished with wall paper, wood veneer, fabric panel and stainless steel. Gypsum board with emulsion paint and finished with wood veneer where false ceiling or bulkhead are provided.

2.2 Internal Floor- Living Room, Dining Room and Bedroom

Floor finished with engineered timber flooring with timber skirting except Unit B on 3/F of Tower 1 and Living Room and Dining Room in Unit A on 8/F of Tower 2. Natural stone floor border along balconies, utility platforms and flat roofs doorway.

(for Unit B on 3/F of Tower 1)

Living Room and Dining Room

Floor finished with natural stone.

Master Bedroom

Floor finished with carpet.

Bedroom 2, 3 & 4

Floor finished with engineered timber flooring.

(for Living Room and Dining Room in Unit A on 8/F of Tower 2)

Natural stone flooring with timber skirting.

2.3 Bathroom

Floor finished with natural stone on exposed surface. Walls finished with natural stone, decorative laminated glass panel on exposed surfaces up to false ceiling level. Walls behind vanity counters partially finished with ceramic tiles. Gypsum board false ceiling with emulsion paint and finished.

(for Units A & B on 9/F & 10/F (Duplex) of Tower 1, Units A & B on 10/F & 11/F (Duplex) of Tower 2, Unit A on 9/F & 10/F (Duplex) and Unit B on 10/F of Tower 3, all Houses and Garden Duplex)

Floor finished with natural stone on exposed surface. Walls finished with natural stone on exposed surfaces up to false ceiling level. Walls behind vanity counters finished with ceramic tiles. Gypsum board false ceiling with emulsion paint.

2.4 Kitchen

Floor finished with natural stone on exposed surface. Walls finished with natural stone on exposed surfaces up to false ceiling level. Walls behind kitchen cabinets partially finished with ceramic tiles. Gypsum board false ceiling with emulsion paint. Cooking bench finished with reconstituted stone.

(for Units A & B on 9/F & 10/F (Duplex) of Tower 1, Units A & B on 10/F & 11/F (Duplex) of Tower 2, Unit A on 9/F & 10/F (Duplex) and Unit B on 10/F of Tower 3, all Houses and Garden Duplex)

Floor finished with natural stone on exposed surface. Walls finished with natural stone and decorative mirror on exposed surfaces up to false ceiling level. Walls behind kitchen cabinets finished with ceramic tiles. Gypsum

board false ceiling with emulsion paint. Cooking bench finished with reconstituted stone.

3A. Interior Fittings - Units of Towers

| |
|---|
| 3A.1 Door |
| i) Flat Entrance Solid core timber door finished with timber veneer, fitted with lockset, handle, eye viewer, security door chain, concealed door closer and door stopper (for Unit B on 3/F of Tower 1, no door stopper is provided). |
| ii) Kitchen Solid core sliding timber door finished with timber veneer, fitted with handle. (for Units A & C of 3/F, 5/F - 8/F of Tower 2 and Tower 3, Units A & C on 9/F of Tower 2 and Unit Con 9/F of Tower 3) Solid core timber door finished with timber veneer, fitted with glass panel, door closer, lockset, handle and door stopper. (for Units A & B on 9/F of Tower 1, Unit B on 10/F of Tower 2) Solid core sliding timber door finished with timber veneer. (for Units A & C on 9/F of Tower 3, Unit A on 10/F of Tower 2, Unit B on 10/F of Tower 3) Solid core timber door finished with timber veneer, fitted with glass panel, door closer, lockset, handle and door stopper. |
| iii) Store Hollow core timber door finished with timber veneer, fitted with lockset, handle and door stopper. |
| iv) Lavatory Aluminium folding door with aluminium louvre and sandblasted glass, fitted with lockset. (for Units A & B on 9/F & 10/F (Duplex) of Tower 1, Units A & B on 10/F & 11/F (Duplex) of Tower 2, Unit A on 9/F & 10/F (Duplex) and Unit B on 10/F of Tower 3) Aluminum-framed sliding folding louvered door fitted with lockset. |
| v) Back door Back door to lift lobby (for Units A & B on 2/F – 3/F, 5/F - 8/F of Tower 1) Solid core timber door finished with timber veneer, fitted with lockset, handle, door closer and door stopper. Back door to lift lobby (for Units A & B on 9/F of Tower 1) Solid core timber door finished with timber veneer, fitted with lockset, handle, door closer and door stopper. Back door to staircase lobby (for Unit B on 11/F of Tower 2) Solid core timber door finished with timber veneer, fitted with lockset, handle, door closer and door stopper. |
| vi) Balcony (for All units on 2/F – 3/F, 5/F - 8/F of Tower 1 and 3/F, 5/F - 9/F of Tower 2 and 3/F, 5/F - 8/F of Tower 3, Unit C on 9/F of Tower 3) Aluminum-framed glass sliding door fitted with handle and lockset. (for Units A & B on 9/F of Tower 1, Unit A on 10/F of Tower 2 and Unit A on 9/F of Tower 3) Aluminum-framed glass sliding folding door fitted with handle and lockset |

| | | |
|--|-------------------------------------|---------------------------|
| vii) Master Bathroom | | |
| (for all units of Towers except those specified below) Hollow core timber door finished with timber veneer, fitted with lockset, handle and door stopper. | | |
| (for Unit B on 5/F, 7/F and 9/F of Tower 2 and 3) Hollow core timber louvered door finished with timber veneer, fitted with lockset, handle and door stopper. | | |
| (for Unit A on 10/F of Tower 3) Hollow core timber sliding door finished with timber veneer, fitted with lockset. | | |
| viii) Bathroom | | |
| Hollow core timber door finished with timber veneer, fitted with lockset, handle and door stopper. | | |
| Timber louvered door is provided for bathrooms in the following locations: | | |
| Tower | Units | Location |
| Tower 1 | Units A & B on 2/F, 5/F - 8/F | Bathroom 2 |
| | Units A & B on 2/F – 3/F, 5/F - 8/F | Bathroom 3 |
| | Units A & B on 10/F | Bathroom 2 |
| Tower 2 | Unit A on 3/F, 5/F - 9/F | Bathroom 3 |
| | Unit B on 5/F, 7/F and 9/F | Bathroom 2 |
| | Unit C on 3/F, 5/F - 9/F | Bathroom 2, Bathroom 3 |
| | Unit B on 10/F | Bathroom 4 |
| Tower 3 | Unit A on 3/F, 5/F - 8/F | Bathroom 3 |
| | Unit B on 5/F, 7/F and 9/F | Bathroom 2 |
| | Unit C on 3/F, 5/F - 9/F | Bathroom 2, Bathroom 3 |
| | Units A & B on 10/F | Bathroom 3 |
| ix) Master Bedroom | | |
| Hollow core timber door finished with timber veneer, fitted with lockset, handle and door stopper. | | |
| x) Bedroom | | |
| Hollow core timber door finished with timber veneer, fitted with lockset, handle and door stopper. | | |
| xi) Bedroom 4 leading to Flat Roof | | |
| (for Unit C on 3/F of Tower 2 and Tower 3) Aluminium-framed glass door fitted with lockset and handle. | | |
| xii) Utility Platform | | |
| Aluminium-framed glass door fitted with lockset and handle. | | |
| xiii) Flat Roof | | |
| (for Unit C on 3/F of Tower 2 & Tower 3) Aluminium-framed glass door fitted with handle and lockset. | | |
| (for Units A & B on 9/F and 10/F of Tower 1, Unit B on 10/F of Tower 2, Units A & B on 11/F of Tower 2, Unit A on 9/F of Tower 3 and Units A & B on 10/F of Tower 3) Aluminium-framed sliding folding glass door fitted with handle and lockset. | | |
| (for Unit A on 10/F of Tower 2) Aluminium-framed glass swing door fitted with handle and lockset. | | |

xiv) Powder Room**(for Units A & B on 9/F of Tower 1, Unit B of 3/F, 6/F, 8/F of Tower 2 and Tower 3)**

Hollow core timber sliding door finished with timber veneer, fitted with lockset, handle, door stopper and louver.

(for Units A & B on 10/F of Tower 2 and Unit A on 9/F of Tower 3)

Hollow core timber door finished with timber veneer, fitted with lockset, handle, door stopper and louver.

xv) Door inside Master Bedroom**(for Unit B on 3/F of Tower 1 and Unit A on 8/F of Tower 2)**

Stainless steel framed glass sliding door.

3A.2 Bathroom

Fitted with wooden mirror cabinet with natural stone countertop. Fittings and equipment including vitreous china water closet, vitreous china wash basin, chrome plated basin mixer, chrome plated mixer and shower set, chrome plated robe hook and chrome plated paper holder.

Chrome plated shower set with wall mounted body jet is provided in the following units:

- Master Bathroom of all units of Tower 1;
- Master Bathroom of Units A & B on 11/F of Tower 2;
- Master Bathroom of Units A & B on 10/F of Tower 3;

Chrome plated overhead shower is provided in the following units:

- Master Bathroom of all units of Tower 1;
- Master Bathroom of Units A & C on 3/F, 5/F - 9/F of Tower 2 and 3;
- Master Bathroom of Unit B on 5/F, 7/F & 9/F of Tower 2 and 3;
- Master Bathroom of Units A & B on 11/F of Tower 2;
- Master Bathroom of Units A & B on 10/F of Tower 3;

Enamel steel bathtub is provided in the following units:

| Tower | Units | Location |
|---------|---|--------------------------------|
| Tower 1 | All units | Master Bathroom |
| | Units A & B on 2/F, 3/F, 5/F - 8/F | Bathroom 3 |
| | Units A & B on 10/F | Master Bathroom, Bathroom 2 |
| Tower 2 | Units A & C on 3/F, 5/F - 9/F Unit B on 5/F, 7/F & 9/F | Master Bathroom |
| | Units A & C on 3/F, 5/F - 9/F Unit B on 11/F | Bathroom 2 |
| | Unit A on 11/F | Bathroom 3 |
| | Unit B on 10/F | Bathroom 4 |
| Tower 3 | Units A & C on 3/F, 5/F - 8/F Unit B on 5/F, 7/F & 9/F Unit C on 9/F Units A & B on 10/F | Master Bathroom |
| | Units A & C on 3/F, 5/F - 8/F Unit C on 9/F Unit A on 10/F | Bathroom 2 |
| | Unit B on 10/F | Bathroom 3 |
| | | |

White acrylic bathtub is provided in the following units

| Tower | Units | Location |
|---|---------------------|-----------------|
| Tower 2 | Units A & B on 11/F | Master Bathroom |
| <p>Shower cubicle in units (if applicable) is provided with shower set. Plastic finished remote controller for gas/ electric water heater is provided.</p> | | |
| 3A.3 Kitchen | | |
| <p>Fitted with wooden kitchen cabinet with aluminum finishing and plastic laminate door panel, reconstituted stone countertop, stainless steel sink and chrome plated sink mixer.</p> | | |
| 3A.4 Bedroom | | |
| <p>(for Unit B on 3/F of Tower 1) Master Bedroom Wooden cabinet finished with timber veneer, mirror, fabric panel and stainless steel. Bedroom 2 & 3 Wooden cabinet finished with timber veneer, laminated glass, fabric panel and stainless steel. Bedroom 4 Wooden cabinet finished with timber veneer and stainless steel.</p> <p>(for Unit A on 8/F of Tower 2) Master Bedroom Wooden cabinet finished with timber veneer and stainless steel. Bedroom 2, 3 & 4 Wooden cabinet finished with timber veneer, mirror and stainless steel.</p> | | |
| 3A.5 Telephone | | |
| <p>Telephone outlet points are provided.</p> | | |
| 3A.6 Aerials | | |
| <p>TV/ FM outlet points are provided.</p> | | |
| 3A.7 Electrical Installations | | |
| <p>Socket outlets are provided in all living rooms, dining rooms, bedrooms, stores, kitchens, and bathrooms. Other than those parts of conduits concealed within concrete, the rest of them are exposed. The exposed conduits may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipe ducts or other materials. Three-phase electricity supply with MCB board completed with Residual Current Protection provided at Store for each Residential Unit.</p> | | |
| 3A.8 Gas Supply | | |
| <p>Town gas piping is installed and connected to gas hob and gas water heater.</p> | | |
| 3A.9 Washing Machine Connection Point | | |
| <p>Washing machine connection point is provided in kitchen.</p> | | |
| 3A.10 Water Supply | | |
| <p>Plastic coated copper pipes are provided for both hot and cold water. Hot water supply to bathroom, lavatory and kitchen is provided by gas water heater or electric water heater. Other than those parts of the pipework concealed within non structural wall and wall recess, the rest of them are exposed. The exposed pipework may be covered or hidden by false ceilings, bulkheads, kitchen cabinets or vanity counters, claddings, non-concrete partition walls, designated pipe ducts or other materials.</p> | | |
| 3A.11 Security System and Equipment | | |

Video door phone and door phone is provided at each residential unit.
Panic alarm button is provided in Master Bedroom of each residential unit.

3B. Interior Fittings – Houses and Garden Duplex

| | |
|----------------------------------|---|
| 3B.1 Door | |
| i) House Main Entrance | Aluminium door with lockset, handle, door closer and door stopper. |
| ii) Car Park Entrance | Solid core timber door finished with aluminium panel, fitted with lockset, handle, door closer and door stopper. |
| iii) Garden | Aluminium-framed glass sliding folding door with lockset and handle. |
| iv) Kitchen | <p>(for all Houses) Solid core timber door finished with timber veneer, fitted with glass panel, door closer, handle and door stopper.</p> <p>(for Garden Duplex) Solid core sliding timber door finished with timber veneer, fitted with handle.</p> |
| v) Kitchen door to garden | <p>(for Houses 1, 2 & 18) Aluminium-framed glass door with lockset, handle, door closer and door stopper.</p> |
| vi) Store | Hollow core timber door finished with timber veneer, fitted with lockset, handle and door stopper. |
| vii) Lavatory | Aluminium-framed folding door with aluminium 52ouver and sandblasted glass, fitted with lockset. |
| viii) Balcony | <p>(for Houses 1, 2, 3, 6, 7, 8, 9, 10 & 18) Aluminium-framed glass sliding folding door fitted with handle and lockset.</p> |
| ix) Flat Roof | <p>(for 2/F of Houses 1, 2, 11, 12, 16 & 17 and 1/F of Houses 3, 7 & 9) Aluminium-framed sliding folding door fitted with lockset and handle.</p> <p>(for 1/F of Houses 1 & 2) Aluminium-framed glass door fitted with lockset and handle.</p> |
| x) Master Bathroom | <p>(for Houses 1, 2 & Garden Duplex) Hollow core timber sliding door fitted with lockset.</p> <p>(for Houses 3, 6, 7, 8, 9, 10, 11, 12, 16, 17 & 18) Hollow core timber door finished with timber veneer, fitted with lockset, handle and door stopper.</p> |

| xi) Bathroom | | | | | | | | |
|---|-----------------|----------|------------------------------|-----------------|---|------------|-------------------------------------|------------|
| Hollow core timber door finished with timber veneer, fitted with lockset, handle and door stopper. Timber louvre is provided for bathrooms in the following locations: - Bathroom 3 of Houses 11, 12, 16 & 17 - Bathroom 2 of House 18 - Bathroom 2, 3 & 4 of Garden Duplex | | | | | | | | |
| xii) Master Bedroom | | | | | | | | |
| Hollow core timber door finished with timber veneer, fitted with lockset, handle and door stopper. | | | | | | | | |
| xiii) Bedroom | | | | | | | | |
| Hollow core timber door finished with timber veneer, fitted with lockset, handle and door stopper. | | | | | | | | |
| xiv) Powder Room | | | | | | | | |
| (for Houses 3, 7, 9 & 18) Hollow core timber door finished with timber veneer, fitted with lockset, handle and door stopper. Timber louvre is added. | | | | | | | | |
| (for Houses 1, 2, 6, 8 & 10) Hollow core timber sliding door finished with timber veneer, fitted with lockset, handle and door stopper. Timber louvre is added. | | | | | | | | |
| xv) Roof | | | | | | | | |
| Aluminium-framed glass door with lockset, handle and door stopper. | | | | | | | | |
| 3B.2 Bathroom | | | | | | | | |
| Bathroom fitted with wooden mirror cabinet with natural stone countertop. Fittings and equipment including vitreous china water closet, vitreous china wash basin, chrome plated basin mixer, chrome plated mixer and shower set, chrome plated robe hook and chrome plated paper holder. Chrome plated shower set with wall mounted body jet and chrome plated overhead shower is provided for master bathroom of all Houses and Garden Duplex. Enamel steel bathtub is provided in the following units: | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Units</th> <th>Location</th> </tr> </thead> <tbody> <tr> <td>All Houses and Garden Duplex</td> <td>Master Bathroom</td> </tr> <tr> <td>Houses 11, 12, 16, 17, 18 & Garden Duplex</td> <td>Bathroom 2</td> </tr> <tr> <td>Houses 1, 2, 3, 6, 7, 8, 9, 10 & 18</td> <td>Bathroom 4</td> </tr> </tbody> </table> | Units | Location | All Houses and Garden Duplex | Master Bathroom | Houses 11, 12, 16, 17, 18 & Garden Duplex | Bathroom 2 | Houses 1, 2, 3, 6, 7, 8, 9, 10 & 18 | Bathroom 4 |
| Units | Location | | | | | | | |
| All Houses and Garden Duplex | Master Bathroom | | | | | | | |
| Houses 11, 12, 16, 17, 18 & Garden Duplex | Bathroom 2 | | | | | | | |
| Houses 1, 2, 3, 6, 7, 8, 9, 10 & 18 | Bathroom 4 | | | | | | | |
| Shower cubicle in units (if applicable) is provided with shower set. Plastic finished remote controller for gas/ electric water heater is provided. | | | | | | | | |
| 3B.3 Kitchen | | | | | | | | |
| Fitted with wooden kitchen cabinet with aluminum finishing and plastic laminate door panel, reconstituted stone countertop, stainless steel sink and chrome plated sink mixer. | | | | | | | | |
| 3B.4 Telephone | | | | | | | | |
| Telephone outlet points are provided. | | | | | | | | |
| 3B.5 Aerials | | | | | | | | |
| TV/ FM outlet points are provided. | | | | | | | | |

| |
|---|
| |
| 3B.6 Electrical Installations |
| Socket outlets are provided in all living rooms, dining rooms, bedrooms, stores, kitchen and bathrooms. Other than those parts of conduits concealed within concrete, the rest of them are exposed. The exposed conduits may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipe ducts or other materials. Three-phase electricity supply with MCB board completed with Residual Current Protection is provided at Store for each House. |
| 3B.7 Gas Supply |
| Town gas piping is installed and connected to gas hob and gas water heater. |
| 3B.8 Washing Machine Connection Point |
| Washing machine connection point is provided in kitchen. |
| 3B.9 Water Supply |
| Plastic coated copper pipes are provided for both hot and cold water. Hot water supply to bathroom, lavatory and kitchen is provided by gas water heater or electric water heater. Other than those parts of the pipework concealed within non structural wall and wall recess, the rest of them are exposed. The exposed pipework may be covered or hidden by false ceilings, bulkheads, kitchen cabinets or vanity counters, claddings, non-concrete partition walls, designated pipe ducts or other materials. |
| 3B.10 Security System and Equipment |
| Independent security system is provided for all houses and Garden Duplex including the following features: security control panel, glass break detectors, door contact and panic alarm button for system operation. Video door phone is provided for all houses and Garden Duplex. |

4A. Appliances Schedule - Units of Tower 1

| <u>Location</u> | <u>Appliances</u> | <u>Units</u> |
|------------------------|--------------------------|---|
| Living/ Dining Room | Air-conditioner | For all units |
| | Video Door Phone | For all units |
| Kitchen | Air-conditioner | For all units |
| | Cooker Hood | For all units |
| | Gas Hob (2-Burner) | For all units |
| | Gas Hob (1-Burner) | For all units |
| | Induction Hob | For all units |
| | Electric Oven | For all units |
| | Steam Oven | For all units |
| | 2 in 1 Washer & Dryer | For all units |
| | Refrigerator | For all units |
| | Dishwasher | For all units |
| | Coffee Machine | For Units A & B on 9/F & 10/F (Duplex) only |
| | Warming Drawer | For all units |
| | Wine Cooler | For all units |
| | Electric Water Heater | For all units |
| Exhaust Fan | For all units | |
| Door Phone | For all units | |
| Bedroom | Air-conditioner | For all units |
| Bathroom | Gas Water Heater | For all units |
| | Electric Water Heater | For all units |
| | Exhaust Fan | For all units |
| | Thermo Ventilator | For all units |
| Powder Room | Electric Water Heater | For Units A & B on 9/F & 10/F (Duplex) only |
| | Exhaust Fan | For Units A & B on 9/F & 10/F (Duplex) only |
| Lavatory | Electric Water Heater | For all units |
| | Exhaust Fan | For all units |
| Flat Roof | Jacuzzi | For Unit B on 9/F & 10/F (Duplex) only |

4B. Appliances Schedule - Units of Tower 2 & 3

| <u>Location</u> | <u>Appliances</u> | <u>Units</u> |
|---------------------|---|--|
| Living/ Dining Room | Air-conditioner | For all units |
| | Video Door Phone | For all units |
| Kitchen | Air-conditioner | For all units |
| | Cooker Hood | For all units |
| | Gas Hob (2-Burner) | For all units |
| | Gas Hob (1-Burner) | For all units |
| | Induction Hob | For all units |
| | Electric Oven | <u>For Tower 2</u> Unit C on 3/F, 5/F-9/F and; Units A & B on 10/F & 11/F (Duplex) only |
| | Steam Oven | <u>For Tower 3</u> Unit C on 3/F, 5/F-8/F and; Unit A on 9/F & 10/F (Duplex) and; Unit C on 9/F, Unit B on 10/F only |
| | | <u>For Tower 2</u> Unit C on 3/F, 5/F-9/F and; Units A & B on 10/F & 11/F (Duplex) only |
| | | <u>For Tower 3</u> Unit C on 3/F, 5/F-8/F and; Unit A on 9/F & 10/F (Duplex) and; Unit C on 9/F & Unit B on 10/F only |
| | 2 in 1 Washer & Dryer | For all units |
| | Refrigerator | For all units |
| | Dishwasher | For all units |
| | Combi Steamer | <u>For Tower 2</u> Unit A on 3/F, 5/F-9/F and; Unit B on 3/F & 5/F, 6/F & 7/F, 8/F & 9/F (Duplex) only |
| | | <u>For Tower 3</u> Unit A on 3/F, 5/F-8/F and; Unit B on 3/F & 5/F, 6/F & 7/F, 8/F & 9/F (Duplex) only |
| Coffee Machine | <u>For Tower 2</u> Units A & B on 10/F & 11/F (Duplex) only | |
| | <u>For Tower 3</u> Unit A on 9/F & 10/F (Duplex) and; Unit B on 10/F only | |
| Warming Drawer | <u>For Tower 2</u> Units A & B on 10/F & 11/F (Duplex) only | |
| | <u>For Tower 3</u> Unit A on 9/F & 10/F (Duplex) and; Unit B on 10/F only | |

| | | |
|-------------|-----------------------|---|
| | Wine Cooler | <u>For Tower 2</u> Units A and C on 3/F, 5/F-9/F; Units A & B on 10/F & 11/F (Duplex) only |
| | | <u>For Tower 3</u> Units A & C on 3/F, 5/F-8/F; Unit A on 9/F & 10/F (Duplex) and; Unit C on 9/F, Unit B on 10/F only |
| | Electric Water Heater | For all units |
| | Exhaust Fan | For all units |
| | Door Phone | For all units |
| Bedroom | Air-conditioner | For all units |
| Bathroom | Gas Water Heater | <u>For Tower 2</u> Unit A on 3/F, 5/F-9/F and; Unit C on 5/F-9/F and; Units A & B on 10/F & 11/F (Duplex) only |
| | | <u>For Tower 3</u> Units A & C on 3/F, 5/F-8/F and; Unit A on 9/F & 10/F (Duplex) and; Unit C on 9/F only |
| | Electric Water Heater | <u>For Tower 2</u> Unit C on 3/F, 5/F-9/F and; Unit B on 3/F & 5/F, 6/F & 7/F, 8/F & 9/F (Duplex) and; Units A & B on 10/F & 11/F (Duplex) only |
| | | <u>For Tower 3</u> Unit C on 3/F, 5/F-8/F and; Unit B on 3/F & 5/F, 6/F & 7/F, 8/F & 9/F (Duplex) and; Unit A on 9/F & 10/F (Duplex) and; Unit C on 9/F, Unit B on 10/F only |
| | Exhaust Fan | For all units |
| | Thermo Ventilator | For all units |
| Powder Room | Electric Water Heater | <u>For Tower 2</u> Unit B on 3/F & 5/F, 6/F & 7/F, 8/F & 9/F (Duplex) and; Units A & B on 10/F & 11/F (Duplex) only |
| | | <u>For Tower 3</u> Unit B on 3/F & 5/F, 6/F & 7/F, 8/F & 9/F (Duplex) and; Unit A on 9/F & 10/F (Duplex) only |

| | | |
|-----------------------------|--------------------------------------|--|
| | Exhaust Fan | <u>For Tower 2</u> Unit B on 3/F & 5/F, 6/F & 7/F, 8/F & 9/F (Duplex) and; Units A & B on 10/F & 11/F (Duplex) only <u>For Tower 3</u> Unit B on 3/F & 5/F, 6/F & 7/F, 8/F & 9/F (Duplex) and; Unit A on 9/F & 10/F (Duplex) only |
| Lavatory | Electric Water Heater Exhaust Fan | For all units For all units |
| Store (Outside Lavatory) | Air-conditioner | <u>For Tower 2 and Tower 3</u> Unit B on 3/F & 5/F, 6/F & 7/F, 8/F & 9/F (Duplex) only |

4C. Appliances Schedule - Houses and Garden Duplex

| <u>Location</u> | <u>Appliances</u> | <u>Units</u> |
|-------------------------|-----------------------|--|
| Living/ Dining Room | Air-conditioner | For all units |
| | Video Door Phone | For all units |
| Kitchen | Air-conditioner | For all units |
| | Cooker Hood | For all units |
| | Gas Hob (2-Burner) | For all units |
| | Gas Hob (1-Burner) | For all units |
| | Induction Hob | For all units |
| | Electric Oven | For all units |
| | Steam Oven | For all units |
| | 2 in 1 Washer & Dryer | For all units |
| | Refrigerator | For all units |
| | Dishwasher | For all units |
| | Coffee Machine | For Houses 1, 2, 6, 8, 10, 11, 12, 16, 17, 18 and Garden Duplex only |
| | Warming Drawer | For all units |
| | Wine Cooler | For all units |
| | Door Phone | For all units |
| Electric Water Heater | For all units | |
| Exhaust Fan | For all units | |
| Bedroom | Air-conditioner | For all units |
| Bathroom | Gas Water Heater | For all units |
| | Electric Water Heater | For Houses 1, 2, 3, 7, 9, 11, 12, 16, 17, 18 and Garden Duplex only |
| | Exhaust Fan | For all units |
| | Thermo Ventilator | For all units |
| Powder Room | Electric Water Heater | For Houses 1, 2, 3, 6, 7, 8, 9, 10 and 18 only |
| | Exhaust Fan | For Houses 1, 2, 3, 6, 7, 8, 9, 10 and 18 only |
| Lavatory | Electric Water Heater | For all units |
| | Exhaust Fan | For all units |
| Store | Air-conditioner | For Houses 11, 12, 16, 17 and Garden Duplex only |
| Family Room | Air-conditioner | For Houses 3, 6, 7, 8, 9, 10, 18 and Garden Duplex only |
| Lift Lobby | Air-conditioner | For Houses 1&2 only |
| Stair (Leading to Roof) | Air-conditioner | For Houses 1, 2, 3, 6, 7, 8, 9, 10, 11, 12, 16, 17 and 18 only |

裝置、裝修物料及設備

除另有指明外，適用於所有住宅單位

1. 外部裝修物料

| |
|---|
| 1.1 外牆 (適用於所有洋房) 鋪砌天然石、人造花崗石磚、鋁格柵、鋁板、玻璃裝飾板及玻璃幕牆 |
| 1.2 窗 住宅單位選用氟化塗層鋁質窗框鑲玻璃。浴室(於非玻璃幕牆位置)選用氟化塗層鋁質窗框鑲磨砂玻璃。 |
| 1.3 露台 露台均有蓋。所有露台配以玻璃圍欄。地台鋪砌磚。牆身鋪砌人造花崗石磚及瓷磚。天花裝配鋁板。 (適用於第一座9樓及10樓A及B單位(複式)、第二座10樓及11樓A及B單位(複式)、第三座9樓及10樓A單位(複式)及10樓B單位) 露台均沒有蓋。所有露台配以玻璃圍欄。地台鋪砌複合木鋪板。牆身鋪砌人造花崗石磚及瓷磚。 (適用於所有洋房及花園複式) 所有露台為沒有蓋及配以玻璃圍欄。地台鋪砌複合木鋪板。牆身鋪砌人造花崗石磚及瓷磚。天花鋪砌鋁板。 |

2. 室內裝修物料

| |
|--|
| 2.1 內牆及天花板(客廳、飯廳及睡房) 牆身外露部份批盪後髹乳膠漆。天花板外露部份批盪後髹乳膠漆。設有假天花或假陣位置均以石膏板髹乳膠漆。 (適用於第一座3樓B單位)客廳及飯廳 牆身鋪砌牆紙、鏡面板、天然石、光油漆、鏡面、布板及不銹鋼。設有假天花或假陣位置均以石膏板髹乳膠漆並配以不銹鋼裝飾條。 主人房 牆身鋪砌牆紙、鏡面、布板及不銹鋼。設有假天花或假陣位置均以石膏板髹上乳膠漆及鋪砌牆紙並配以不銹鋼裝飾條。 睡房2 牆身鋪砌牆紙、鏡面、布板及不銹鋼。設有假天花或假陣位置均以石膏板髹上乳膠漆並配以不銹鋼裝飾條。 睡房3 牆身鋪砌鏡面、布板及不銹鋼。設有假天花或假陣位置均以石膏板髹上乳膠漆並配以不銹鋼裝飾條。 睡房4 牆身鋪砌牆紙、鏡面、布板及不銹鋼。設有假天花或假陣位置均以石膏板髹上乳膠漆及鋪砌木皮飾面並配以不銹鋼裝飾條。 (適用於第二座8樓A單位) 客廳及飯廳 牆身批盪後鋪砌牆紙、木皮飾面、油漆、鏡面及不銹鋼。設有假天花或假陣位置均以石膏板髹乳膠漆。 主人睡房 牆身批盪後鋪砌牆紙、木皮飾面、人造貝殼面板、鏡面及不銹鋼。設有假天花或假陣位置均以石膏板髹上乳膠漆及鋪砌牆紙。 睡房2及3 牆身批盪後鋪砌牆紙、木皮飾面、布板及不銹鋼。設有假天花或假陣位置均以石膏板髹上乳膠漆。 睡房4 牆身批盪後鋪砌牆紙、木皮飾面、布板及不銹鋼。設有假天花或假陣位置均以石膏板髹上乳膠漆及鋪砌木皮飾面。 |
| 2.2 內部地板(客廳、飯廳及睡房) |

除第一座3樓B單位及第二座8樓A單位客廳及飯廳外，地台鋪砌複合木地板連木腳線。通往露台、工作平台及平台之門口地板邊緣鋪砌天然石圍邊。

(適用於第一座3樓B單位)

客廳及飯廳

地台鋪砌天然石。

主人房

地台鋪砌地毯。

睡房2、3及4

地台鋪設複合木地板。

(適用於第二座8樓A單位客廳及飯廳)

地台鋪砌天然石連木腳線。

2.3 浴室

地台外露部分鋪砌天然石。牆身外露部分鋪砌天然石、玻璃裝飾面板至假天花。洗手盆櫃背部份牆身鋪砌瓷磚。天花為髹上乳膠漆的石膏板假天花。

(適用於第一座9樓及10樓A及B單位(複式)、第二座10樓及11樓A及B單位(複式)、第三座9樓及10樓A單位(複式)及10樓B單位、所有洋房及花園複式)

地台外露部分鋪砌天然石。牆身外露部分鋪砌天然石至假天花。洗手盆櫃背牆身鋪砌瓷磚。天花為髹上乳膠漆的石膏板假天花。

2.4 廚房

地台外露部分鋪砌天然石。牆身外露部份鋪砌天然石至假天花。廚櫃背部份牆身鋪砌瓷磚。天花為髹上乳膠漆的石膏板假天花。灶台面鋪砌人造石。

(適用於第一座9樓及10樓A及B單位(複式)、第二座10樓及11樓A及B單位(複式)、第三座9樓及10樓A單位(複式)及10樓B單位、所有洋房及花園複式)

地台外露部分鋪砌天然石。牆身外露部份鋪砌天然石及裝飾鏡面至假天花。廚櫃背牆身鋪砌瓷磚。天花為髹上乳膠漆的石膏板假天花。灶台面鋪砌人造石。

3A. 室內裝置 - 住宅大樓單位

| |
|--|
| 3A.1 門 |
| i) 住宅單位大門 實心木門配以木皮飾面，配以門鎖、手柄、防盜眼、防盜鏈、隱藏式氣鼓及門頂 (第一座3樓B單位不配備頂)。 |
| ii) 廚房 實心木趟門配以木皮飾面，配手柄。 (適用於第二座及第三座3樓、5樓至8樓A及C單位、第二座9樓A及C單位、第三座9樓C單位) 實心木門配以木皮飾面，配以玻璃板、氣鼓、門鎖、手柄及門頂。 (適用於第一座9樓A及B單位、第二座10樓B單位) 實心木趟門配以木皮飾面。 (適用於第三座9樓A及C單位、第二座10樓A單位、第三座10樓B單位) 實心木門配以木皮飾面，配以玻璃板、氣鼓、門鎖、手柄及門頂。 |
| iii) 儲物房 空心木門配以木皮飾面，配以門鎖、手柄及門頂。 |
| iv) 洗手間 鋁質摺門裝設鋁百葉及磨砂玻璃，配以門鎖。 (適用於第一座9樓及10樓A及B單位(複式)、第二座10樓及11樓A及B單位(複式)、第三座9樓及10樓A單位(複式)及10樓B單位) 鋁質門框趟摺百葉門，配以門鎖。 |
| v) 後門 通往升降機大堂之後門(適用於第一座2樓至3樓、5樓至8樓A及B單位) 實心木門配以木皮飾面，配以門鎖、手柄、氣鼓及門頂。 通往升降機大堂之後門(適用於第一座9樓A及B單位) 實心木門配以木皮飾面，配以門鎖、手柄、氣鼓及門頂。 通往大堂樓梯之後門(適用於第二座11樓B單位) 實心木門配以木皮飾面，配以門鎖、手柄、氣鼓及門頂。 |
| vi) 露台 (適用於第一座2樓至3樓、5樓至8樓、第二座3樓、5樓至9樓及第三座3樓、5樓至8樓所有單位及第三座9樓C單位) 鋁質門框玻璃趟門，配以手柄及門鎖。 (適用於第一座9樓A及B單位、第二座10樓A及第三座9樓A單位) 鋁質門框玻璃趟摺門，配以手柄及門鎖。 |
| vii) 主人浴室 (適用於所有住宅大樓單位除以下指定的單位外) 空心木門配以木皮飾面，配以門鎖、手柄及門頂。 (適用於第二座及第三座5樓、7樓及9樓B單位) 空心木製百葉門配以木皮飾面，配以門鎖、手柄及門頂。 |

(適用於第三座10樓A單位)

空心木趟門配以木皮飾面，配以門鎖。

viii) 浴室

空心木門配以木皮飾面，配以門鎖、手柄及門頂。

配置木製百葉門之浴室如下：

| 住宅大樓 | 單位 | 位置 |
|------|------------------|-------------|
| 第一座 | 2樓、5樓至8樓A及B單位 | 浴室2 |
| | 2樓至3樓、5樓至8樓A及B單位 | 浴室3 |
| | 10樓A及B單位 | 浴室2 |
| 第二座 | 3樓、5樓至9樓A單位 | 浴室3 |
| | 5樓、7樓及9樓B單位 | 浴室2 |
| | 3樓、5樓至9樓C單位 | 浴室2, 浴室3 |
| | 10樓B單位 | 浴室4 |
| 第三座 | 3樓、5樓至8樓A單位 | 浴室3 |
| | 5樓、7樓及9樓B單位 | 浴室2 |
| | 3樓、5樓至9樓C單位 | 浴室2, 浴室3 |
| | 10樓A及B單位 | 浴室3 |

ix) 主人睡房

空心木門配以木皮飾面，配門鎖、手柄及門頂。

x) 睡房

空心木門配以木皮飾面，配門鎖、手柄及門頂。

xi) 睡房4通往平台之門

(適用於第二座及第三座3樓C單位)

鋁質門框玻璃門，配門鎖及手柄。

xii) 工作平台

鋁質門框玻璃門，配門鎖及手柄。

xiii) 平台

(適用於第二座及第三座3樓C單位)

鋁質門框玻璃門配手柄及門鎖。

(適用於第一座9樓及10樓A及B單位、第二座10樓B單位、第二座11樓A及B單位、第三座9樓A單位及第三座10樓A及B單位)

鋁質門框趟摺門配手柄及門鎖。

(適用於第二座10樓A單位)

鋁質門框玻璃門配手柄及門鎖。

xiv) 化妝間

(適用於第一座9樓A及B單位、第二座及第三座3樓、6樓、8樓B單位)

空心木趟門配以木皮飾面，配門鎖、手柄、門頂及設有百葉。

(適用於第二座10樓A及B單位、第三座9樓A單位)

空心木門配以木皮飾面，配門鎖、手柄、門頂及設有百葉。

xv) 主人睡房內之門

(適用於第一座3樓B單位及第二座8樓A單位)

不銹鋼框玻璃趟門。

3A.2 浴室

浴室配置木製鏡櫃配天然石檯面。裝置包括搪瓷座廁，搪瓷面盆，鍍鉻面盆水龍頭，鍍鉻水龍頭連淋浴花灑套裝，鍍鉻掛衣鉤及鍍鉻廁紙架。

配置鍍鉻淋浴花灑套裝連牆身噴水咀單位如下：

- 第一座所有單位之主人浴室
- 第二座11樓A單位及B單位之主人浴室
- 第三座10樓A單位及B單位之主人浴室

配置鍍鉻頭頂淋浴花灑單位如下：

- 第一座所有單位之主人浴室
- 第二座及第三座3樓、5樓至9樓A單位及C單位之主人浴室
- 第二座及第三座5樓、7樓及9樓B單位之主人浴室
- 第二座11樓A單位及B單位之主人浴室
- 第三座10樓A單位及B單位之主人浴室

配置瓷釉鋼鐵浴缸單位如下：

| 住宅大樓 | 單位 | 位置 |
|------|---------------------------------------|--------------|
| 第一座 | 所有單位 | 主人浴室 |
| | 2樓、3樓、5樓至8樓A及B單位 | 浴室3 |
| | 10樓A及B單位 | 主人浴室, 浴室2 |
| 第二座 | 3樓、5樓至9樓A及C單位 5樓、7樓及9樓B單位 | 主人浴室 |
| | 3樓、5樓至9樓A及C單位 | 浴室2 |
| | 11樓B單位 | 浴室2 |
| | 11樓A單位 | 浴室3 |
| | 10樓B單位 | 浴室4 |
| 第三座 | 3樓、5樓至8樓A及C單位 5樓、7樓及9樓B單位 9樓C單位 | 主人浴室 |
| | 3樓、5樓至8樓A及C單位 9樓C單位 | 浴室2 |
| | 10樓A及B單位 | 主人浴室 |
| | 10樓A單位 | 浴室2 |
| | 10樓B單位 | 浴室3 |

配置白色亞加力浴缸單位如下：

| 住宅大樓 | 單位 | 位置 |
|------|----------|------|
| 第二座 | 11樓A及B單位 | 主人浴室 |

單位之淋浴間(如有)配置淋浴花灑套裝。提供膠面煤氣／電熱水爐遙控器。

3A.3 廚房

選用木製櫥櫃連鋁質飾面及膠質飾面門板、人造石檯面、不銹鋼洗滌盆及鍍鉻洗滌盆水龍頭。

3A.4 睡房

(適用於第一座3樓B單位)

主人房

木製櫃配木皮飾面、鏡面、布板及不銹鋼。

睡房 2 及 3

木製櫃配木皮飾面、玻璃裝飾面、布板及不銹鋼。

睡房 4

木製櫃配木皮飾面及不銹鋼。

(適用於第二座8樓A單位)

主人睡房

木製櫃配木皮飾面及不銹鋼。

睡房 2、3 及 4

木製櫃配木皮飾面、鏡面及不銹鋼。

3A.5 電話

配置電話插座。

3A.6 天線

配置電視／電台天線插座。

3A.7 電力裝置

客廳、飯廳、睡房、儲物房、廚房及浴室均設有電插座。除部份導管隱藏於混凝土內，其餘導管外露。所有外露導管均遮蓋或暗藏於假天花、裝飾橫樑、櫃、裝飾板、非混凝土分隔牆、管槽或其他物料內。每戶均設有包括漏電保護器的三相總電掣箱於儲物房內。

3A.8 氣體供應

每戶均裝置煤氣喉位接駁煤氣煮食爐及煤氣熱水爐。

3A.9 洗衣機接駁點

廚房設有洗衣機接駁點。

3A.10 供水

冷熱水喉管全部採用包膠銅喉。浴室、洗手間及廚房之熱水由煤氣熱水爐或電熱水爐提供。除部份水管以隱藏於非結構牆及牆身凹槽內，所有外露喉管均遮蓋或暗藏於假天花、裝飾橫樑、廚櫃或洗手盆櫃內、裝飾板、非混凝土分隔牆、管槽或其他物料內。

3A.11 保安系統及設備

每個單位均設有視像對講機及對講機。緊急警報掣設於每個單位之主人睡房。

3B. 室內裝置 - 洋房及花園複式

| |
|--|
| 3B.1 門 |
| i) 入口大門 鋁質門配門鎖、手柄、氣鼓及門頂。 |
| ii) 停車場出入口 實心木門配以鋁板飾面，配門鎖、手柄、氣鼓及門頂。 |
| iii) 花園 鋁質門框玻璃趟摺門配門鎖及手柄。 |
| iv) 廚房 (適用於所有洋房) 實心木門配以木皮飾面，門身鑲玻璃板，配氣鼓、手柄及門頂。 (適用於花園複式) 實心木趟門配以木皮飾面，配手柄。 |
| v) 廚房通往花園門 (適用於1、2及18號洋房) 鋁質門框玻璃門配門鎖、手柄、氣鼓及門頂。 |
| vi) 儲物房 空心木門配以木皮飾面，配門鎖、手柄及門頂。 |
| vii) 洗手間 鋁質門框摺門裝設鋁百葉及磨砂玻璃，配以門鎖。 |
| viii) 露台 (適用於1、2、3、6、7、8、9、10及18號洋房) 鋁質門框玻璃趟摺門，配手柄及門鎖。 |
| ix) 平台 (適用於1、2、11、12、16及17號洋房2樓及3、7及9號洋房1樓) 鋁質門框趟摺門配門鎖及手柄。 (適用於1及2號洋房1樓) 鋁質門框玻璃門，配門鎖及手柄。 |
| x) 主人浴室 (適用於1、2號洋房及花園複式) 空心木趟門配以門鎖。 (適用於3、6、7、8、9、10、11、12、16、17及18號洋房) 空心木門配以木皮飾面，配門鎖、手柄及門頂。 |
| xi) 浴室 空心木門配以木皮飾面，配門鎖、手柄及門頂。 配置木製百葉門之浴室如下： - 11、12、16及17號洋房的浴室3 - 18號洋房的浴室2 - 花園複式的浴室2、浴室3及浴室4。 |

| xii) 主人睡房 | | | | | | | | |
|--|------|----|-----------|------|------------------------|-----|------------------------|-----|
| 空心木門配以木皮飾面，配門鎖、手柄及門頂。 | | | | | | | | |
| xiii) 睡房 | | | | | | | | |
| 空心木門配以木皮飾面，配門鎖、手柄及門頂。 | | | | | | | | |
| xiv) 化妝間 | | | | | | | | |
| (適用於 3、7、9 及 18 號洋房) 空心木門配以木皮飾面，配門鎖、手柄及門頂及加裝木百葉。 | | | | | | | | |
| (適用於 1、2、6、8 及 10 號洋房) 空心木趟門配以木皮飾面，配門鎖、手柄及門頂及加裝木百葉。 | | | | | | | | |
| xv) 天台 | | | | | | | | |
| 鋁質門框玻璃門配門鎖、手柄及門頂。 | | | | | | | | |
| 3.B.2 浴室 | | | | | | | | |
| 浴室配置木製鏡櫃配天然石檯面。包括裝置搪瓷座廁，搪瓷面盆，鍍鉻面盆水龍頭，鍍鉻水龍頭連淋浴花灑套裝，鍍鉻掛衣鉤及鍍鉻廁紙架。洋房及花園複式的所有主人浴室提供鍍鉻淋浴花灑套裝連牆身噴水咀及鍍鉻頭頂淋浴花灑。 | | | | | | | | |
| 配置瓷釉鋼鐵浴缸單位如下： | | | | | | | | |
| <table border="1"> <thead> <tr> <th>住宅單位</th> <th>位置</th> </tr> </thead> <tbody> <tr> <td>所有洋房及花園複式</td> <td>主人浴室</td> </tr> <tr> <td>11、12、16、17、18號洋房及花園複式</td> <td>浴室2</td> </tr> <tr> <td>1、2、3、6、7、8、9、10及18號洋房</td> <td>浴室4</td> </tr> </tbody> </table> | 住宅單位 | 位置 | 所有洋房及花園複式 | 主人浴室 | 11、12、16、17、18號洋房及花園複式 | 浴室2 | 1、2、3、6、7、8、9、10及18號洋房 | 浴室4 |
| 住宅單位 | 位置 | | | | | | | |
| 所有洋房及花園複式 | 主人浴室 | | | | | | | |
| 11、12、16、17、18號洋房及花園複式 | 浴室2 | | | | | | | |
| 1、2、3、6、7、8、9、10及18號洋房 | 浴室4 | | | | | | | |
| 單位之淋浴間(如有)配置淋浴花灑套裝。提供膠面煤氣／電熱水爐遙控器。 | | | | | | | | |
| 3B.3 廚房 | | | | | | | | |
| 選用木製櫥櫃連鋁質飾面及膠質飾面門板、人造石檯面、不銹鋼洗滌盆及鍍鉻洗滌盆水龍頭。 | | | | | | | | |
| 3B.4 電話 | | | | | | | | |
| 配置電話插座。 | | | | | | | | |
| 3B.5 天線 | | | | | | | | |
| 配置電視／電台天線插座。 | | | | | | | | |
| 3B.6 電力裝置 | | | | | | | | |
| 客廳、飯廳、睡房、儲物房、廚房及浴室均設有電插座。除部份導管隱藏於混凝土內，其剩餘導管外露。所有外露導管均隱藏於假天花、裝飾橫樑、櫃、裝飾板、非混凝土分隔牆、管槽或其他物料內。每戶均設有包括漏電保護器的三相總電掣箱於儲物房內。 | | | | | | | | |
| 3B.7 氣體供應 | | | | | | | | |
| 每戶均裝置煤氣喉位接駁煤氣煮食爐及煤氣熱水爐。 | | | | | | | | |
| 3B.8 洗衣機接駁點 | | | | | | | | |
| 廚房設有洗衣機接駁點。 | | | | | | | | |
| 3B.9 供水 | | | | | | | | |
| 冷熱水喉管全部採用包膠銅喉。浴室、洗手間及廚房之熱水由煤氣熱水爐或電熱水爐提供。除部份水管以隱藏於非結構牆及牆身凹槽內，所有外露喉管均遮蓋或暗藏於假天花、裝飾橫樑、廚櫃或洗面盆櫃內、裝飾板、非混凝土分隔牆、管槽或其他物料內。 | | | | | | | | |
| 3B.10 保安系統及設備 | | | | | | | | |
| 所有洋房及花園複式均設有獨立保安系統，包括保安控制面板、玻璃破碎感應器、門磁及緊急警報掣。所有洋房及花園複式均設有視像對講機。 | | | | | | | | |

4A. 設備說明表 - 第一座住宅大樓單位

| <u>位置</u> | <u>設備</u> | <u>單位</u> |
|-----------|------------|---------------------------|
| 客／飯廳 | 冷氣機 | 所有單位 |
| | 視像對講機 | 所有單位 |
| 廚房 | 冷氣機 | 所有單位 |
| | 抽油煙機 | 所有單位 |
| | 煤氣煮食爐(雙爐頭) | 所有單位 |
| | 煤氣煮食爐(單爐頭) | 所有單位 |
| | 電磁煮食爐 | 所有單位 |
| | 電焗爐 | 所有單位 |
| | 蒸爐 | 所有單位 |
| | 2合1洗衣乾衣機 | 所有單位 |
| | 雪櫃 | 所有單位 |
| | 洗碗碟機 | 所有單位 |
| | 咖啡機 | 只於 9 樓及 10 樓 A 及 B 單位(複式) |
| | 暖碗碟櫃 | 所有單位 |
| | 酒櫃 | 所有單位 |
| | 電熱水爐 | 所有單位 |
| 抽氣扇 | 所有單位 | |
| 對講機 | 所有單位 | |
| 睡房 | 冷氣機 | 所有單位 |
| 浴室 | 煤氣熱水爐 | 所有單位 |
| | 電熱水爐 | 所有單位 |
| | 抽氣扇 | 所有單位 |
| | 換氣暖風機 | 所有單位 |
| 化妝間 | 電熱水爐 | 只於 9 樓及 10 樓 A 及 B 單位(複式) |
| | 抽氣扇 | 只於 9 樓及 10 樓 A 及 B 單位(複式) |
| 洗手間 | 電熱水爐 | 所有單位 |
| | 抽氣扇 | 所有單位 |
| 平台 | 按摩池 | 只於 9 樓及 10 樓 B 單位(複式) |

4B. 設備說明表 - 第二座及第三座住宅大樓單位

| 位置 | 設備 | 單位 |
|------|---|---|
| 客／飯廳 | 冷氣機 | 所有單位 |
| | 視像對講機 | 所有單位 |
| 廚房 | 冷氣機 | 所有單位 |
| | 抽油煙機 | 所有單位 |
| | 煤氣煮食爐(雙爐頭) | 所有單位 |
| | 煤氣煮食爐(單爐頭) | 所有單位 |
| | 電磁煮食爐 | 所有單位 |
| | 電焗爐 | <u>第二座</u> 只於 3 樓、5 樓至 9 樓 C 單位及 10 樓及 11 樓 A 及 B 單位(複式)； |
| | | <u>第三座</u> 只於 3 樓、5 樓至 8 樓 C 單位； 9 樓及 10 樓 A 單位(複式)； 9 樓 C 單位及 10 樓 B 單位 |
| | 蒸爐 | <u>第二座</u> 只於 3 樓、5 樓至 9 樓 C 單位及 10 樓及 11 樓 A 及 B 單位(複式)； |
| | | <u>第三座</u> 只於 3 樓、5 樓至 8 樓 C 單位； 9 樓及 10 樓 A 單位(複式)； 9 樓 C 單位及 10 樓 B 單位 |
| | 2 合 1 洗衣乾衣機 | 所有單位 |
| | 雪櫃 | 所有單位 |
| | 洗碗碟機 | 所有單位 |
| | 蒸烤爐 | <u>第二座</u> 只於 3 樓、5 樓至 9 樓 A 單位及 3 樓及 5 樓、6 樓及 7 樓、8 樓及 9 樓 B 單位(複式) |
| | | <u>第三座</u> 只於 3 樓、5 樓至 8 樓 A 單位及 3 樓及 5 樓、6 樓及 7 樓、8 樓及 9 樓 B 單位(複式) |
| | 咖啡機 | <u>第二座</u> 只於 10 樓及 11 樓 A 及 B 單位(複式) |
| | <u>第三座</u> 只於 9 樓及 10 樓 A 單位(複式)及 10 樓 B 單位 | |
| 暖碗碟櫃 | <u>第二座</u> 只於 10 樓及 11 樓 A 及 B 單位(複式) | |
| | <u>第三座</u> 只於 9 樓及 10 樓 A 單位(複式)及 10 樓 B 單位 | |
| 酒櫃 | <u>第二座</u> 只於 3 樓、5 樓至 9 樓 A 及 C 單位及 10 樓及 11 樓 A 及 B 單位(複式) | |
| | <u>第三座</u> 只於 3 樓、5 樓至 8 樓 A 及 C 單位； 9 樓及 10 樓 A 單位(複式)； 9 樓 C 單位及 10 樓 B 單位 | |
| 電熱水爐 | 所有單位 | |

| | | |
|---------------|--------------|---|
| | 抽氣扇 對講機 | 所有單位 所有單位 |
| 睡房 | 冷氣機 | 所有單位 |
| 浴室 | 煤氣熱水爐 | <u>第二座</u> 只於 3 樓、5 樓至 9 樓 A 單位； 5 樓至 9 樓 C 單位及 10 樓及 11 樓 A 及 B 單位(複式) |
| | 電熱水爐 | <u>第三座</u> 只於 3 樓、5 樓至 8 樓 A 及 C 單位； 9 樓及 10 樓 A 單位(複式)及 9 樓 C 單位 |
| | 抽氣扇 換氣暖風機 | <u>第二座</u> 只於 3 樓、5 樓至 9 樓 C 單位； 3 樓及 5 樓、6 樓及 7 樓、8 樓及 9 樓 B 單位(複式)及 10 樓及 11 樓 A 及 B 單位(複式) |
| | 電熱水爐 | <u>第三座</u> 只於 3 樓、5 樓至 8 樓 C 單位； 3 樓及 5 樓、6 樓及 7 樓、8 樓及 9 樓 B 單位(複式)； 9 樓及 10 樓 A 單位(複式)； 9 樓 C 單位及 10 樓 B 單位 |
| 化妝間 | 抽氣扇 | 所有單位 |
| | 換氣暖風機 | 所有單位 |
| | 電熱水爐 | <u>第二座</u> 只於 3 樓及 5 樓、6 樓及 7 樓、8 樓及 9 樓 B 單位(複式)及 10 樓及 11 樓 A 及 B 單位(複式) |
| | 抽氣扇 | <u>第三座</u> 只於 3 樓及 5 樓、6 樓及 7 樓、8 樓及 9 樓 B 單位(複式)及 9 樓及 10 樓 A 單位(複式) |
| | 電熱水爐 | <u>第二座</u> 只於 3 樓及 5 樓、6 樓及 7 樓、8 樓及 9 樓 B 單位(複式)及 10 樓及 11 樓 A 及 B 單位(複式) |
| | 抽氣扇 | <u>第三座</u> 只於 3 樓及 5 樓、6 樓及 7 樓、8 樓及 9 樓 B 單位(複式)及 9 樓及 10 樓 A 單位(複式) |
| 洗手間 | 電熱水爐 抽氣扇 | 所有單位 所有單位 |
| 儲物房 (洗手間外) | 冷氣機 | <u>第二座及第三座</u> 只於 3 樓及 5 樓、6 樓及 7 樓、8 樓及 9 樓 B 單位(複式) |

4C. 設備說明表 - 洋房及花園複式

| 位置 | 設備 | 單位 |
|--------------|------------|--|
| 客／飯廳 | 冷氣機 | 所有單位 |
| | 視像對講機 | 所有單位 |
| 廚房 | 冷氣機 | 所有單位 |
| | 抽油煙機 | 所有單位 |
| | 煤氣煮食爐(雙爐頭) | 所有單位 |
| | 煤氣煮食爐(單爐頭) | 所有單位 |
| | 電磁煮食爐 | 所有單位 |
| | 電焗爐 | 所有單位 |
| | 蒸爐 | 所有單位 |
| | 2合1洗衣乾衣機 | 所有單位 |
| | 雪櫃 | 所有單位 |
| | 洗碗碟機 | 所有單位 |
| | 咖啡機 | 只於 1、2、6、8、10、11、12、16、17、18 號洋房及花園複式 |
| | 暖碗碟櫃 | 所有單位 |
| | 酒櫃 | 所有單位 |
| | 對講機 | 所有單位 |
| 電熱水爐 | 所有單位 | |
| 抽氣扇 | 所有單位 | |
| 睡房 | 冷氣機 | 所有單位 |
| 浴室 | 煤氣熱水爐 | 所有單位 |
| | 電熱水爐 | 只於 1、2、3、7、9、11、12、16、17、18 號 洋房及花園複式 |
| | 抽氣扇 | 所有單位 |
| | 換氣暖風機 | 所有單位 |
| 化妝間 | 電熱水爐 | 只於 1、2、3、6、7、8、9、10 及 18 號洋房 |
| | 抽氣扇 | 只於 1、2、3、6、7、8、9、10 及 18 號洋房 |
| 洗手間 | 電熱水爐 | 所有單位 |
| | 抽氣扇 | 所有單位 |
| 儲物房 | 冷氣機 | 只於 11、12、16、17 號洋房及花園複式 |
| 家庭廳 | 冷氣機 | 只於 3、6、7、8、9、10、18 號洋房及花園複 式 |
| 升降機大堂 | 冷氣機 | 只於 1 及 2 號洋房 |
| 樓梯 (通往屋頂) | 冷氣機 | 只於 1、2、3、6、7、8、9、10、11、12、 16、17 及 18 號洋房 |

Vendor's Information Form 賣方資料表格**La Cresta (“the Development”)**

尚珩 (“發展項目”)

| | | | | |
|--|---------------------------|----------------|----------------|---------------|
| Collectively the “Property” 合稱「該物業」 | La Cresta : 尚珩 | | | |
| Property A 物業 A | House No. 洋房號 | Tower 座數 | Floor(s) 樓層 | Flat(s) 單位 |
| | - | 2 | 8 | A |
| Property B1 物業 B1 | Parking Space No. 停車位號 | Floor(s) 樓層 | | |
| | P68 | Basement 地庫 | | |

| | |
|--|---|
| The amount of the management fee that is payable for the Property A 須就該物業A支付的管理費用的款額 | 每月\$11,390.00 per month |
| The amount of the management fee that is payable for the Property B1 須就該物業B1支付的管理費用的款額 | 每月\$ 546.00 per month |
| The amount of the Government Rent (if any) that is payable for the Property A 須就該物業 A 繳付的地稅（如有的話）的款額 | According to the “July to September Quarter 2020 Demand for Rates and Government Rent” issued by Rating and Valuation Department, the amount of Government Rent for the period from 1 July 2020 to 30 September 2020 is \$3,663.00. 根據差餉物業估價署發出之「2020年7月至9月季度徵收差餉及地租通知書」，2020年7月1日至2020年9月30日期間之地租為\$3,663.00。 |
| The amount of the Government Rent (if any) that is payable for the Property B1 須就該物業 B1 繳付的地稅（如有的話）的款額 | According to the “July to September Quarter 2020 Demand for Rates and Government Rent” issued by Rating and Valuation Department, the amount of Government Rent for the period from 1 July 2020 to 30 September 2020 is \$315.00. 根據差餉物業估價署發出之「2020年7月至9月季度徵收差餉及地租通知書」，2020年7月1日至2020年9月30日期間之地租為\$315.00。 |
| The name of the owners’ incorporation (if any) 業主立案法團（如有的話）的名稱 | 無 None |
| The name of the manager of the Development 發展項目的管理人的姓名或名稱 | New Charm Management Limited 新卓管理有限公司 |
| 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於該項目中的住 | 無 None |

| | |
|---|-----------|
| 宅物業的擁有人須分擔的款項的任何通知 | |
| 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 | 無 None |
| Any pending claim affecting the Property A that is known to the Vendor 賣方所知的影響該物業 A 的任何待決的申索 | 無 None |
| Any pending claim affecting the Property B1 that is known to the Vendor 賣方所知的影響該物業 B1 的任何待決的申索 | 無 None |

Date of printing 印製日期: 4/8/2020

I/We, the undersigned, hereby acknowledge receipt of a copy of this Vendor's Information Form and fully understand the contents thereof 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，僅此確認在簽署該物業之臨時買賣合約之前，本人／我們已收到此份賣方資料表格及完全明白其內容。

Signature(s) of the Purchaser(s)
買方簽署

Date
日期

Name(s) of the Purchaser(s)
買方姓名

Acknowledgement Letter regarding Special Stamp Duty, Buyer's Stamp Duty and Ad Valorem Stamp Duty
關於額外印花稅、買家印花稅及從價印花稅之確認函

To : Everbeam Investments Limited (the "Vendor") 萃日投資有限公司 (「賣方」)
 致 : F. Zimmern & Co. 施文律師行
 Collectively the "Property" La Cresta
 合稱「該物業」 : 尚珩

| Property A. | House No. | Tower | Floor(s) | Flat(s) |
|-------------|-----------|-------|----------|---------|
| 物業 A | 洋房號 | 座數 | 樓層 | 單位 |
| | - | 2 | 8 | A |

| Property B1. | Parking Space No. | Floor(s) |
|--------------|-------------------|-------------|
| 物業 B1 | 停車位號 | 樓層 |
| | P68 | Basement 地庫 |

| Purchaser(s) | HKID/ Passport / B.R. No. |
|--|---------------------------|
| 買方 | 香港身份證/ 護照/ 商業登記證號碼 |
| Purchaser(s) | HKID/ Passport / B.R. No. |
| 買方 | 香港身份證/ 護照/ 商業登記證號碼 |
| Purchaser(s) | HKID/ Passport / B.R. No. |
| 買方 | 香港身份證/ 護照/ 商業登記證號碼 |
| Preliminary Agreement for Sale and Purchaser No. | Date |
| 臨時買賣合約編號 | 日期 |

I/We, the undersigned, hereby acknowledge and confirm that I am/we are aware of the following and its implications 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，僅此確認在簽署該物業之臨時買賣合約之前，本人／我們已獲悉以下事項及其影響：

A. Buyer's Stamp Duty & Special Stamp Duty 買家印花稅及額外印花稅

- The Stamp Duty (Amendment) Ordinance 2014 (the "2014 Amendment Ordinance") was gazetted on 28 February 2014. The law has retrospective effect from 27 October 2012. The Stamp Duty Ordinance (Cap.117) has been amended to adjust the duty rates and extend the coverage period in respect of the existing 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").

2014年印花稅(修訂)條例(「2014修訂條例」)已於2014年2月28日刊憲。有關法例具有追溯效力自2012年10月27日。《印花稅條例》(第117章)經修訂調整「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」。

- The main details of the 2014 Amendment Ordinance are as follows:-

2014修訂條例主要內容如下：

- The adjusted SSD has 3 levels of regressive rates for different holding periods :

「額外印花稅」將按不同的物業持有期分為三級逆進稅率：

- 20% if the property has been held for 6 months or less;
如物業持有期為6個月或以內，稅率為20%；

- (ii) 15% if the property has been held for more than 6 months but for 12 months or less; and
如物業持有期超過 6 個月但在 12 個月或以內，稅率為 15%；及
 - (iii) 10% if the property has been held for more than 12 months but for 36 months or less.
如物業持有期超過 12 個月但在 36 個月或以內，稅率為 10%。
- (b) The BSD is to be 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 acquiring the property on his/her own behalf. Exemptions to BSD is to be provided to certain transactions including, for example, those involving acquisition of residential properties by a HKPR jointly with his or her close relatives (i.e. spouse, parents, children, brothers and sisters) who are not HKPR and each of the purchasers is acting on his/her own behalf.
「買家印花稅」會在現在的印花稅及「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」適用於代表自己行事的香港永久性居民以外的任何人士(包括有限公司)取得之住宅物業。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、子女及兄弟姊妹) 聯名取得住宅物業而各人均是代表自己行事，可以獲得豁免「買家印花稅」。
- (c) The BSD (where applicable) is to be paid within 30 days after the execution of the relevant agreement for sale and purchase.
「買家印花稅」(如適用) 須在有關買賣合約簽立日期後 30 天內繳交。
- (d) The rates of SSD and BSD are charged by reference to the stated consideration or the market value of the residential property (whichever is the higher).
「額外印花稅」及「買家印花稅」的稅率須按住宅物業的交易金額或市場價格(以較高者為準)收取。
- (e) The adjusted rates and extended holding period of SSD and the new BSD are applicable to all residential properties acquired on or after 27 October 2012.
「額外印花稅」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 2012 年 10 月 27 日或以後取得的住宅物業。

B. Ad Valorem Stamp Duty 從價印花稅

1. The Stamp Duty (Amendment) (No. 2) Ordinance 2014 (the “**2014 (No. 2) Amendment Ordinance**”) was gazetted on 25 July 2014. The 2014 (No.2) Amendment Ordinance provides that the ad valorem stamp duty (“**AVD**”) payable on certain instruments dealing with immovable properties executed on or after 23 February 2013 shall be computed at higher rates (Scale 1), unless specifically exempted or provided otherwise. The major exception, amongst others, is where the property is a residential property, and the purchaser/transferee is 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. In such case, the instrument will be subject to AVD at lower rates (Scale 2). The 2014 (No. 2) Amendment Ordinance also advances the timing for charging AVD on non-residential property transactions from the conveyance on sale to the agreement for sale executed on or after 23 February 2013.
《2014 年印花稅(修訂)(第 2 號)條例》(「2014(第 2 號)修訂條例」)已於 2014 年 7 月 25 日刊憲。2014(第 2 號)修訂條例規定在 2013 年 2 月 23 日或之後簽立的某些處理不動產的文書，除獲豁免或另有規定外，須以較高的稅率(第 1 標準)繳付「從價印花稅」；主要獲豁免的情況是該物業為住宅物業，而買方或承讓方為代表自己行事的香港永久性居民，而他/她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。在該等情況下，較低的「從價印花稅」稅率(第 2 標準)將適用。2014(第 2 號)修訂條例也推前向非住宅物業交易徵收「從價印花稅」，凡在 2013 年 2 月 23 日或之後簽立文書的交易，由向售賣轉易契徵收改為向買賣協議徵收。
2. The Stamp Duty (Amendment) Ordinance 2018 (the “**2018 Amendment Ordinance**”) was gazetted on 19 January 2018. Under the 2018 Amendment Ordinance, AVD at Scale 1 are divided into Part 1 (a flat rate of 15%) and Part 2 (original Scale 1 rates under the 2014 (No. 2) Amendment Ordinance) with effect from 5 November 2016. Part 1 of Scale 1 applies to instruments of residential property and Part 2 of Scale 1 applies to certain instruments of residential property executed on or after 23 February 2013 but before 5 November 2016 and instruments of non-residential property executed on or after 23 February 2013. The 2018 Amendment Ordinance provides that any instruments of residential property 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 AVD at the rate under Part 1 of Scale 1, i.e. a flat rate of 15% of the consideration or value of the residential property, whichever is the higher. For HKPRs who change their residential property and wish to claim partial refund of the AVD paid on acquisition of the new property, the 2018 Amendment Ordinance also

extends the time limit for the disposal of the original property from within 6 months to within 12 months after the date of conveyance of the new property if the new property is acquired on or after 5 November 2016.

《2018年印花稅(修訂)條例》(「2018修訂條例」)已於2018年1月19日刊憲。根據2018修訂條例，由2016年11月5日起，第1標準稅率分為第1部(稅率劃一為15%)及第2部(即2014(第2號)修訂條例下的原第1標準稅率)。第1標準第1部稅率適用於住宅物業而第1標準第2部稅率適用於某些在2013年2月23日或之後但在2016年11月5日前就取得住宅物業所簽立的文書及在2013年2月23日或之後就取得非住宅物業所簽立的文書。2018修訂條例規定任何在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，均須按第1標準第1部稅率繳付「從價印花稅」，稅率劃一為物業的售價或價值(以較高者為準)的15%。就香港永久性居民轉換住宅物業而欲申請退還部分已付的「從價印花稅」，2018修訂條例亦延長了出售其原有物業的期限，如果新置物業是於2016年11月5日或之後取得，出售其原有物業的期限由新置物業的轉易契的日期後的6個月內延長至12個月內。

Part 1 of Scale 1 (Applicable to instruments of residential property executed on or after 5 November 2016):-
A flat rate of 15% of the consideration or value of the property (whichever is the higher)

第1標準第1部稅率(適用於在2016年11月5日或之後就取得住宅物業所簽立的文書)：—
稅率劃一為物業售價或價值〔以較高者為準〕的15%。

Part 2 of Scale 1 (Applicable to certain instruments of residential property executed on or after 23 February 2013 but before 5 November 2016 and instruments of non-residential property executed on or after 23 February 2013):- 下列為第1標準第2部稅率(適用於在2013年2月23日或之後但在2016年11月5日前就取得住宅物業所簽立的某些文書及在2013年2月23日或之後就取得非住宅物業所簽立的文書)：-

| Consideration or value of the property (whichever is the higher) 物業售價或價值〔以較高者為準〕 | Rates at Scale 1 (Part 2) 第1標準稅率(第2部) |
|--|--|
| Up to \$2,000,000 2,000,000 元或以內 | 1.50% |
| \$2,000,001 to \$2,176,470 2,000,001 元至 2,176,470 元 | \$30,000+20% of the excess over \$2,000,000 30,000 元+超出 2,000,000 元的款額的 20% |
| \$2,176,471 to \$3,000,000 2,176,471 元至 3,000,000 元 | 3.00% |
| \$3,000,001 to \$3,290,330 3,000,001 元至 3,290,330 元 | \$90,000+20% of the excess over \$3,000,000 90,000 元+超出 3,000,000 元的款額的 20% |
| \$3,290,331 to \$4,000,000 3,290,331 元至 4,000,000 元 | 4.50% |
| \$4,000,001 to \$4,428,580 4,000,001 元至 4,428,580 元 | \$180,000+20% of the excess over \$4,000,000 180,000 元+超出 4,000,000 元的款額的 20% |
| \$4,428,581 to \$6,000,000 4,428,581 元至 6,000,000 元 | 6.00% |
| \$6,000,001 to \$6,720,000 | \$360,000+20% of the excess over \$6,000,000 |

| | |
|--|--|
| 6,000,001 元至 6,720,000 元 | 360,000 元+超出 6,000,000 元的款額的 20% |
| \$6,720,001 to \$20,000,000 6,720,001 元至 20,000,000 元 | 7.50% |
| \$20,000,001 to \$21,739,130 20,000,001 元至 21,739,130 元 | \$1,500,000+20% of the excess over \$20,000,000 1,500,000 元+超出 20,000,000 元的款額的 20% |
| \$21,739,131 and above 21,739,131 元或以上 | 8.50% |

The rates at Scale 2 are as follows:-

下列為第 2 標準稅率：—

| Consideration or value of the property (whichever is the higher) 物業售價或價值〔以較高者為準〕 | Rates at Scale 2 第 2 標準稅率 |
|--|--|
| Up to \$2,000,000 2,000,000 元或以內 | \$100 100 元 |
| \$2,000,001 to \$2,351,760 2,000,001 元至 2,351,760 元 | \$100+10% of the excess over \$2,000,000 100 元+超出 2,000,000 元的款額的 10% |
| \$2,351,761 to \$3,000,000 2,351,761 元至 3,000,000 元 | 1.50% |
| \$3,000,001 to \$3,290,320 3,000,001 元至 3,290,320 元 | \$45,000+10% of the excess over \$3,000,000 45,000 元+超出 3,000,000 元的款額的 10% |
| \$3,290,321 to \$4,000,000 3,290,321 元至 4,000,000 元 | 2.25% |
| \$4,000,001 to \$4,428,570 4,000,001 元至 4,428,570 元 | \$90,000+10% of the excess over \$4,000,000 90,000 元+超出 4,000,000 元的款額的 10% |
| \$4,428,571 to \$6,000,000 4,428,571 元至 6,000,000 元 | 3.00% |
| \$6,000,001 to \$6,720,000 6,000,001 元至 6,720,000 元 | \$180,000+10% of the excess over \$6,000,000 180,000 元+超出 6,000,000 元的款額的 10% |
| \$6,720,001 to \$20,000,000 6,720,001 元至 20,000,000 元 | 3.75% |
| \$20,000,001 to \$21,739,120 | \$750,000+10% of the excess over \$20,000,000 |

| | |
|----------------------------|-----------------------------------|
| 20,000,001 元至 21,739,120 元 | 750,000 元+超出 20,000,000 元的款額的 10% |
| \$21,739,121 and above | 4.25% |
| 21,739,121 元或以上 | |

3. The Stamp Duty (Amendment) (No. 2) Ordinance 2018 (“2018 (No. 2) Amendment Ordinance”) was gazetted on 20 April 2018. Under the 2018 (No. 2) Amendment Ordinance, unless specifically exempted or otherwise provided in the law, acquisition of more than 1 residential property under a single instrument executed on or after 12 April 2017 will be subject to AVD at the rate under Part 1 of Scale 1 – a flat rate of 15%, even if the purchaser/transferee is 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.

《2018 年印花稅(修訂) (第 2 號)條例》(「2018(第 2 號)修訂條例」)已於 2018 年 4 月 20 日刊憲。根據 2018(第 2 號)修訂條例，除獲特定豁免或另有法律規定外，於 2017 年 4 月 12 日或之後簽立以買賣或轉讓住宅物業的文書，即使買方或承讓方是代表自己行事的香港永久性居民，且他/她在取得有關住宅物業時，在香港沒有擁有任何其他住宅物業，若以一份文書取得多於 1 個住宅物業，均須按第 1 標準第 1 部稅率(劃一為 15%)繳納「從價印花稅」。

Others 其他事項

- Upon request by the Vendor’s Solicitors, I/we undertake to procure my/our solicitors to provide the Vendor’s Solicitors with certified copy(ies) of the relevant Statutory Declaration(s) (in the prescribed form) deposited by me/each of us supporting my/our claim of exemption of BSD and/or payment of AVD at Scale 2 rates. I/We also undertake to procure my/our solicitors to provide the Vendor’s Solicitors with certified copy(ies) of stamped Agreement for Sale and Purchase or stamped certificate of the Agreement for Sale and Purchase.
本人／我們承諾將按賣方律師要求促使買方律師向賣方律師提供由每名買方用以支持買方聲稱應豁免買家印花稅及/或應適用以第 2 標準稅率繳付從價印花稅而作出的法定聲明(按指定表格)的認證副本，本人／我們亦承諾促使買方律師向賣方律師提供已加蓋應付印花稅之買賣合約的認證副本，或印花證明書的認證副本。
- I/We understand that I/we shall be solely responsible for ascertaining whether I am/we are HKPR, subject to BSD and subject to the AVD at the rate under Part 1 of Scale 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」及是否需要繳付以第 1 標準第 1 部稅率計算的「從價印花稅」。
- I/We acknowledge that this document 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 from BSD and/or the AVD at the rate under Part 1 of Scale 1 is/are subject to the decision of the Collector of Stamp Revenue.
本文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」及/或以第 1 標準第 1 部稅率計算的「從價印花稅」有決定權。
- I/We also understand that if I/we claim that BSD and/or AVD at the rate under Part 1 of Scale 1 do/does not apply to my/our acquisition of the Property, I/we may need to make a statutory declaration or statutory declaration(s) in such form as shall be prescribed by the Stamp Office, declaring that I am/we are HKPR and acquire the Property on my/our own behalf and, as the case may be, that I am not/each of us is not the beneficial owner of any other residential property in Hong Kong, and/or provide any other document as the Collector of Stamp Revenue may require. I/We acknowledge and agree that I/we shall pay all the related legal costs and disbursements of and incidental to (if applicable) preparation approval completion and registration of all such statutory declaration(s) and/or other documents as may be required by the Collector of Stamp Revenue.
本人／我們明白，如本人/我們聲稱「買家印花稅」及/或以第 1 標準第 1 部稅率計算的「從價印花稅」不適用於該物業之買賣，本人／我們可能須作出印花稅署所指定的格式的法定聲明，聲明本人／我們為香港永久性居民、是代表自己行事及〔視屬何情況而定〕本人／我們各人在香港沒有擁有任何其他住宅物

業，及/或提供印花稅署署長所要求的任何其他文件。本人／我們知悉及同意，本人／我們須支付所有就該〔等〕法定聲明及印花稅署署長要求的其他文件涉及的 (如適用) 有關草擬、審批、簽署及註冊登記的法律費用及開銷。

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

本人／我們知悉及確認，若本人／我們不能全數或準時繳交任何印花稅，以致賣方蒙受或招致罰款、法律責任、損失、損害賠償、申索、索求、訴訟、法律程序、訟費及支出，本人／我們須就此向賣方作出十足的彌償。

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

本函中文譯本僅供參考，如與英文本有異，概以英文本為準。

Signature(s) of the Purchaser(s)

買方簽署

關於有關連人士之聲明 Declaration of Related Party

Collectively the “Property” La Cresta
合稱「該物業」 : 尚珩

| Property A. | House No. | Tower | Floor(s) | Flat(s) |
|-------------|-----------|-------|----------|---------|
| 物業 A | 洋房號 | 座數 | 樓層 | 單位 |
| | - | 2 | 8 | A |

| Property B1. | Parking Space No. | Floor(s) |
|--------------|-------------------|-------------|
| 物業 B1 | 停車位號 | 樓層 |
| | P68 | Basement 地庫 |

Vendor Everbeam Investments Limited

賣方 : 萃日投資有限公司

Purchaser(s) HKID/ Passport / B.R. No.
買方 : _____ 香港身份證/ 護照/ 商業登記證號碼 : _____

Purchaser(s) HKID/ Passport / B.R. No.
買方 : _____ 香港身份證/ 護照/ 商業登記證號碼 : _____

Purchaser(s) HKID/ Passport / B.R. No.
買方 : _____ 香港身份證/ 護照/ 商業登記證號碼 : _____

Preliminary Agreement for Sale and Purchase No. _____ Date _____
臨時買賣合約編號 : _____ 日期 : _____

買方確認作出以下關於有關連人士*的聲明：

The Purchaser(s) hereby make the following declaration on related party* :

買方是否萃日投資有限公司（“賣方”）的有關連人士？

Are you a related party* of Everbeam Investments Limited (“Vendor”)?

是 / 否
Yes / No

* 有關連人士 Related Party : -

如有以下情況，某人即屬賣方的有關連人士 A person is a related party to a vendor if –

該賣方屬法團，而該人是 where that vendor is a corporation, the person is –

- (i) 該賣方的董事，或該董事的父母、配偶或子女；
a director of that vendor, or a parent, spouse or child of such a director;
- (ii) 該賣方的經理¹；
a manager¹ of that vendor;
- (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²；
a private company² of which such a director, parent, spouse, child or manager is a director or shareholder;
- (iv) 該賣方的有聯繫法團³或控股公司⁴；
an associate corporation³ or holding company⁴ of that vendor;
- (v) 上述有聯繫法團或控股公司的董事，或該董事的父母、配偶或子女；或
a director of such an associate corporation or holding company, or a parent, spouse or child of such a director;
or
- (vi) 上述有聯繫法團或控股公司的經理；
a manager of such an associate corporation or holding company.

The Purchaser(s) hereby confirm(s) that the Purchaser(s) has/have been specifically requested by the Vendor to seek independent legal advice on the foregoing matters and the Purchaser(s) is/are fully aware of the legal consequences thereof.

買方現確認，賣方已特別要求買方就以上事宜諮詢獨立的法律意見，買方充份明白以上的法律後果。

The Chinese version of this Declaration is for reference only and the English version thereof shall prevail in case of disparity.

本聲明書之中文譯本僅供參考之用，如有差異，仍以英文本為準。

備註 Remarks :

- 1 “經理”具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵義；
“manager” has the meaning given by section 2(1) of the Companies Ordinance (Cap 622);
- 2 “私人公司”具有《公司條例》(第 622 章)第 11 條給予該詞的涵義。
“private company” has the meaning given by section 11 of the Companies Ordinance (Cap 622).
- 3 “有聯繫法團”就某法團或指明團體而言指該法團或指明團體的附屬公司或該法團或指明團體的控權公司的附屬公司；及
“associate corporation”, in relation to a corporation or specified body, means a subsidiary of the corporation or specified body; or a subsidiary of a holding company of the corporation or specified body; and
- 4 賣方的控權公司”指 Advantage Investor Limited；
“holding company of that vendor” means Advantage Investor Limited;

買方謹此聲明上述提供資料正確及完整。

The Purchaser(s) declare(s) that the above information is accurate and complete.

Signature(s) of the Purchaser(s)

買方簽署

**WARNING TO PURCHASERS
PLEASE READ CAREFULLY**

**對買方的警告
買方請小心閱讀**

| | | | | |
|---|------------------------------|--------------------|----------|---------|
| Collectively the "Property" | La Cresta | | | |
| 合稱「該物業」 | : 尚珩 | | | |
| Property A. | House No. | Tower | Floor(s) | Flat(s) |
| 物業 A | 洋房號 | 座數 | 樓層 | 單位 |
| | - | 2 | 8 | A |
| Property B1. | Parking Space No. | Floor(s) | | |
| 物業 B1 | 停車位號 | 樓層 | | |
| | P68 | Basement 地庫 | | |
| Vendor | Everbeam Investments Limited | | | |
| 賣方 | : 萃日投資有限公司 | | | |
| Purchaser(s) | HKID/ Passport / B.R. No. | | | |
| 買方 | : _____ | 香港身份證/ 護照/ 商業登記證號碼 | : | _____ |
| Purchaser(s) | HKID/ Passport / B.R. No. | | | |
| 買方 | : _____ | 香港身份證/ 護照/ 商業登記證號碼 | : | _____ |
| Purchaser(s) | HKID/ Passport / B.R. No. | | | |
| 買方 | : _____ | 香港身份證/ 護照/ 商業登記證號碼 | : | _____ |
| Preliminary Agreement for Sale and Purchase No. | | | Date | |
| 臨時買賣合約編號 | : _____ | 日期 | : | _____ |

- (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.

如你繼續進行購買該物業，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該物業。

- (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，以代表你進行購買該物業，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該物業的每個階段，向你提供獨立意見。

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

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

- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your

own independent solicitor, or the Vendor's solicitor, to protect your interests.

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

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

我/我們已收到此警告之副本及完全明白此警告之內容。

Signature(s) of the Purchaser(s)

買方簽署

Agreement on Use of Personal Data for Direct Marketing

| | | | | |
|---|------------------------------|---------------------------|----------|---------|
| Collectively the "Property" | La Cresta | | | |
| Property A. | House No. | Tower | Floor(s) | Flat(s) |
| | - | 2 | 8 | A |
| Property B1. | Parking Space No. | Floor(s) | | |
| | P68 | Basement 地庫 | | |
| Vendor | Everbeam Investments Limited | | | |
| Purchaser(s) | | HKID/ Passport / B.R. No. | | |
| Purchaser(s) | | HKID/ Passport / B.R. No. | | |
| Purchaser(s) | | HKID/ Passport / B.R. No. | | |
| Preliminary Agreement for Sale and Purchase No. | | | Date | |

Dear Sir / Madam,

Thank you for your support to "La Cresta". Everbeam Investments Limited ("we/us"), HKR International Limited ("HKRI") and Nan Fung Development Limited ("NFD") are committed to providing the best services and products to meet your requirements. Pursuant to the Personal Data (Privacy) Ordinance under the laws of Hong Kong, we, HKRI and NFD are committed to protecting your privacy and personal data.

To offer our services to you, we would like to use your personal data including name, telephone number(s), email address(es), and/or postal address(es) and other contact information collected during the signing of the Preliminary Agreement for Sale and Purchase in direct marketing and/or joint promotion with our holding companies, subsidiaries, associated corporations, affiliates or business partners (including but not limited to HKRI and NFD) and provide your personal data to our holding companies, subsidiaries, associated corporations, affiliates or business partners (including but not limited to HKRI and NFD) for direct marketing in relation to the following classes of products and services: real estate developments, furniture, mortgage plans, credit cards, financial and investment service, food and beverage, health and wellness, spa and body care, entertainment, media and public relations; as well as for conducting customer and service surveys.

Your details are kept strictly confidential and will not be sold, rented or transferred to third parties or organisations (except as herein allowed) marketing purposes. We, HKRI and NFD may not so use or provide your personal data unless we have received your written consent to the intended use and provision.

Please sign at the end of this statement to indicate your agreement to the aforesaid use and provision of your personal data. Should you find such use or provision of your personal data not acceptable, please indicate your objection before signing by ticking the box below.

I object to the proposed use and provision of my personal data in direct marketing.

We also provide opt-out channels if you wish to withdraw your consent to the use and provision of your personal data. Please inform us by mail or email titled "Withdrawal of Subscription to Promotional Matters" with your name and class(es) of products, services and/or subjects that you would like to opt-out.

By Mail:

Data Protection Office (Sales and Marketing)
 Everbeam Investments Limited
 28/F, CDW Building, 388 Castle Peak Road, Tsuen Wan, New Territories, Hong Kong

By Email:

Please send to dpo@hkri.com
 You will be removed from our mailing list within seven days upon our receipt of your written request.
 Signature(s) of the Purchaser(s)

個人資料用作直接促銷的同意書

| | | | | | |
|----------|------------|--------------------|----|-------|-------|
| 合稱「該物業」： | 尚珩 | | | | |
| 物業 A. | 洋房號 | 座數 | 樓層 | 單位 | |
| | - | 2 | 8 | A | |
| 物業 B1. | 停車位號 | 樓層 | | | |
| | P68 | Basement 地庫 | | | |
| 賣方 | ： 萃日投資有限公司 | | | | |
| 買方 | ： | 香港身份證/ 護照/ 商業登記證號碼 | ： | _____ | |
| 買方 | ： | 香港身份證/ 護照/ 商業登記證號碼 | ： | _____ | |
| 買方 | ： | 香港身份證/ 護照/ 商業登記證號碼 | ： | _____ | |
| 臨時買賣合約編號 | ： | _____ | 日期 | ： | _____ |

親愛的客戶：

感謝閣下對「尚珩」項目的支持。萃日投資有限公司（下稱「我們」）、香港興業國際集團有限公司（下稱「香港興業」）及南豐發展有限公司（下稱「南豐」）致力提供最優質的服務及產品以迎合閣下的需求。依照香港法例個人資料（私隱）條例，我們、香港興業及南豐將致力保障閣下的私隱及個人資料。

為向閣下提供服務，我們將使用閣下於簽署臨時買賣合約時所收集的個人資料，包括姓名、電話號碼、電郵及/或住址及其他聯絡資訊，供我們及/或連同我們的控權公司、附屬公司、有聯繫法團、有關聯公司或業務夥伴（包括但不限於香港興業及南豐）以作直接促銷及聯合推廣，或提供予我們的控權公司、附屬公司、有聯繫法團、有關聯公司或業務夥伴（包括但不限於香港興業及南豐）作直接促銷，此等促銷或推廣內容與以下產品及服務的類別有關：房地產、傢俱、按揭計劃、信用卡、金融和投資服務、餐飲、衛生和保健、水療及身體護理、娛樂、媒體及公共關係，以及進行客戶及服務調查。

閣下的個人資料將會高度保密並不會被轉售、出租或轉讓予第三方或其他機構（本同意書許可的除外）作市場推廣目的。如無閣下書面同意，我們、香港興業及南豐將不得如上述使用或提供閣下的個人資料。

請在本文最後部份表示你同意以上使用及提供你的個人資料。如你不同意，請在以下空格加上「✓」號，然後簽署。

本人反對使用及提供個人資料於擬作出的直接促銷。

我們亦提供以下拒絕渠道，讓閣下撤回同意使用及提供閣下的個人資料。請列明“撤回接收促銷資訊”，連同閣下的姓名及閣下希望拒絕接收的產品和服務類別，以下述郵寄或電郵方式通知我們：

以郵寄通知：

請寄往以下地址：

資料保護辦公室 (銷售及市務部)

萃日投資有限公司

香港荃灣青山公路 388 號

中染大廈 28 樓

以電郵通知：

請連同閣下的姓名電郵至 dpo@hkri.com

我們收到閣下的書面要求後，閣下將會在 7 天內從我們的郵寄名單內刪除。

買方簽署

Declaration in Relation to Intermediary
有關介紹人聲明

| | | | | |
|--|--|---|----------------|---------------|
| Collectively the “Property” 合稱「該物業」 | La Cresta : 尚珩 | | | |
| Property A. 物業 A | House No. 洋房號 | Tower 座數 | Floor(s) 樓層 | Flat(s) 單位 |
| | - | 2 | 8 | A |
| Property B1. 物業 B1 | Parking Space No. 停車位號 | Floor(s) 樓層 | | |
| | P68 | Basement 地庫 | | |
| Vendor 賣方 | Everbeam Investments Limited : 萃日投資有限公司 | | | |
| Purchaser(s) 買方 | : | HKID/ Passport / B.R. No. 香港身份證/ 護照/ 商業登記證號碼 | : | _____ |
| Purchaser(s) 買方 | : | HKID/ Passport / B.R. No. 香港身份證/ 護照/ 商業登記證號碼 | : | _____ |
| Purchaser(s) 買方 | : | HKID/ Passport / B.R. No. 香港身份證/ 護照/ 商業登記證號碼 | : | _____ |
| Preliminary Agreement for Sale and Purchase No. 臨時買賣合約編號 | : | Date 日期 | : | _____ |

The Purchaser(s) hereby declare that the Intermediary has introduced the Purchaser(s) to Everbeam Investments Limited (“the Vendor”) for the purchase of the Property.

買方謹此聲明買方確認經由介紹人介紹到萃日投資有限公司(簡稱“賣方”)購買該物業。

The Purchaser(s) and the Intermediary hereby declare the following:

買方及介紹人確認下列聲明：

1. The Vendor only requests the Intermediary and the Intermediary acknowledges that its role is simply to introduce Purchaser(s) to the Vendor in the sale of the Property. The Intermediary is not the agent of the Vendor or HKRI International Limited (and its any associated company*) (“HKRI”) or Nan Fung Development Limited (and its any associated company*) (“NFD”).
賣方只要求介紹人，而介紹人在此亦確認其職份只是於出售該物業一事中介紹買方給賣方，介紹人並非賣方、香港興業國際集團有限公司(及其任何有聯繫公司*) (簡稱“香港興業”)或南豐發展有限公司(及其任何有聯繫公司*) (簡稱“南豐”)的代理人。
2. The Intermediary did not make and is not authorized by the Vendor, HKRI or NFD to make any oral or written agreements, undertakings or representation on behalf of the Vendor, HKRI or NFD and the Vendor, HKRI and NFD shall not be liable in any way whatsoever to the Purchaser(s) or anyone for any such agreements, undertakings or representations made by the Intermediary.
介紹人並無亦沒有獲賣方、香港興業或南豐授權代表賣方、香港興業或南豐許下任何口頭或書面的協議、承諾或陳述，而賣方、香港興業及南豐亦無須就介紹人所作出的任何協議、承諾或陳述，向買方或其他人士負上任何責任。
3. The Vendor, HKRI and NFD and their staff did not and will not collect directly or indirectly from the Purchaser (s) or the intermediary any fees or commission in addition to the purchase price of the Property from the Purchaser(s). If there are any person(s) alleging to be the staff or agent of the Vendor, HKRI or NFD demanding any benefits (monetary or otherwise) from the Purchaser(s) in connection with the sale and purchase of the Property, the Purchaser(s) should report the case to the Independent Commission Against Corruption (I.C.A.C.)

賣方、香港興業及南豐及其職員並無亦不會直接或間接向買方或介紹人收取從買方取得的該物業的樓價以外之任何金錢或佣金。買方如遇任何人士以賣方、香港興業或南豐僱員或代理之名義在購買該物業時向其索取任何金錢或其他利益時，買方應向廉政公署(I.C.A.C.)舉報。

4. The Vendor, HKRI and NFD are not and will not be involved in any disputes between the Purchaser(s) and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement for Sale and Purchase and the formal Agreement for Sale and Purchase in respect of the Property.

買方與介紹人之任何轉讓，一概與賣方、香港興業及南豐無關。該物業之買賣交易一切依據臨時買賣合約及正式合約的條款及條件進行。

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

如本文件之中英文本有任何歧義，一切以英文本為準。

* “Associated Company” as defined in Companies Ordinance (Cap.622).

「有聯繫公司」定義見《公司法例》(第 622 章)

Signature(s) of the Purchaser(s)

買方簽署

Signature of the Intermediary

介紹人簽署

(Estate Agent's/Salesperson's Name Card is attached hereto)

(夾附地產代理/營業員的名片乙份)

Acknowledgement Letter for Property Viewing 物業及車位參觀確認函**[please use separate form for each property]**

La Cresta

: 尚珩

| Property A. | House No. | Tower | Floor(s) | Flat(s) |
|--------------|-------------------|-------------|----------|---------|
| 物業 A | 洋房號 | 座數 | 樓層 | 單位 |
| | - | 2 | 8 | A |
| Property B1. | Parking Space No. | Floor(s) | | |
| 物業 B1 | 停車位號 | 樓層 | | |
| | P68 | Basement 地庫 | | |

Section 1 – Property A

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

本人/我們即下述簽署人，僅此確認在簽署物業 A 之臨時買賣合約之前，本人/我們已獲悉並確認以下事項及其影響：

Please specify 請選擇:

- A. I / We hereby confirm that the Vendor has made Property A available for viewing by me / us prior to my / our signing of the Preliminary Agreement for Sale and Purchase of Property A
本人/我們確認於簽署物業 A 之臨時買賣合約之前，賣方已開放物業 A 供本人/我們參觀：
- and I / we have viewed Property A on the date stated below prior to my / our signing of the Preliminary Agreement for Sale and Purchase of Property A
且本人/我們已於下述日期於簽署物業 A 之臨時買賣合約之前參觀過物業 A。

Date of viewing of Property A

參觀物業 A 日期:

OR 或

- but after due consideration and out of my / our own free will and choice I / we decided not to view Property A 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物業之臨時買賣合約之前不參觀物業 A。
- B. I / We hereby confirm that since it is not reasonably practicable for Property A 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 Property A
本人/我們確認由於開放物業 A 予本人/我們參觀並非合理地切實可行，於簽署物業 A 臨時買賣合約之前，賣方已開放下述與物業 A 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 Property A
且本人/我們已於下述日期於簽署物業 A 之臨時買賣合約之前參觀過與物業 A 相若的住宅物業。

Date of viewing of the comparable residential property
參觀與物業 A 相若的住宅物業日期:

OR 或

- but after due consideration and out of my / our own free will and choice I / we decided not to view the comparable residential property prior to my / our signing of the Preliminary Agreement for Sale and Purchase of Property A
但經充份考慮後本人／我們自主選擇決定於簽署物業 A 之臨時買賣合約之前不參觀與物業 A 相若的住宅物業。
- comparable residential property
與物業 A 相若的住宅物業：

- C. I / We hereby confirm that it is not reasonably practicable for Property A 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 Property A is sold to me / us
本人／我們確認開放物業 A 予本人／我們參觀並非合理地切實可行，而開放與物業 A 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物業 A 售予本人／我們之前開放與物業 A 相若的住宅物業供本人／我們參觀。

Section 2 – Property B1

I/We, the undersigned, hereby acknowledge and confirm that I am/we are aware of the following and its implications prior to my/our signing of the Preliminary Agreement for Sale and Purchase of Property B1:
本人／我們即下述簽署人，僅此確認在簽署物業 B1 之臨時買賣合約之前，本人／我們已獲悉並確認以下事項及其影響：

Please specify 請選擇:

- A. I / We hereby confirm that the Vendor has made Property B1 available for viewing by me / us prior to my / our signing of the Preliminary Agreement for Sale and Purchase of Property B1
本人／我們確認於簽署物業 B1 之臨時買賣合約之前，賣方已開放物業 B1 供本人／我們參觀：
- and I / we have viewed Property B1 on the date stated below prior to my / our signing of the Preliminary Agreement for Sale and Purchase of Property B1
且本人／我們已於下述日期於簽署物業 B1 之臨時買賣合約之前參觀過物業 B1。

Date of viewing of Property B1
參觀物業 B1 日期:

OR 或

- but after due consideration and out of my / our own free will and choice I / we decided not to view Property B1 prior to my / our signing of the Preliminary Agreement for Sale and Purchase of Property B1
但經充份考慮後本人／我們自主選擇決定於簽署物業 B1 之臨時買賣合約之前不參觀物業 B1。
- B. I / We hereby confirm that since it is not reasonably practicable for Property B1 to be viewed by me / us the

Vendor has made the comparable property stated below available for viewing by me / us prior to my / our signing of the Preliminary Agreement for Sale and Purchase of Property B1

本人／我們確認由於開放物業 B1 予本人／我們參觀並非合理地切實可行，於簽署物業 B1 之臨時買賣合約之前，賣方已開放下述與物業 B1 相若的物業供本人／我們參觀：

- and I / we have viewed the comparable property on the date stated below prior to my / our signing of the Preliminary Agreement for Sale and Purchase of Property B1
且本人／我們已於下述日期於簽署物業 B1 之臨時買賣合約之前參觀過與物業 B1 相若的物業。

Date of viewing of the comparable property
參觀與物業 B1 相若的物業日期:

OR 或

- but after due consideration and out of my / our own free will and choice I / we decided not to view the comparable property prior to my / our signing of the Preliminary Agreement for Sale and Purchase of Property B1
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物業 B1 相若的物業。
- comparable property
與該物業 B1 相若的物業：

- C. I / We hereby confirm that it is not reasonably practicable for Property B1 to be viewed by me / us and it is not reasonably practicable for any comparable property to be viewed by me / us, and I / we hereby agree that the Vendor is not required to make such a comparable property available for viewing by me / us before Property B1 is sold to me / us
本人／我們確認開放物業 B1 予本人／我們參觀並非合理地切實可行，而開放與物業 B1 相若的物業供本人／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物業 B1 售予本人／我們之前開放與物業 B1 相若的物業供本人／我們參觀。

Signature(s) of the Purchaser(s) 買方簽署

Date 日期

Name(s) of the Purchaser(s) 買方姓名:

Legal Fees Arrangement 律師費用安排

| | | | | |
|--|--|---|----------------|---------------|
| Collectively the “Property” 合稱「該物業」 | La Cresta ： 尚珩 | | | |
| Property A. 物業 A | House No. 洋房號 | Tower 座數 | Floor(s) 樓層 | Flat(s) 單位 |
| | - | 2 | 8 | A |
| Property B1. 物業 B1 | Parking Space No. 停車位號 | Floor(s) 樓層 | | |
| | P68 | Basement 地庫 | | |
| Vendor 賣方 | Everbeam Investments Limited ： 萃日投資有限公司 | | | |
| Purchaser(s) 買方 | ： | HKID/ Passport / B.R. No. 香港身份證/ 護照/ 商業登記證號碼 | ： | _____ |
| Purchaser(s) 買方 | ： | HKID/ Passport / B.R. No. 香港身份證/ 護照/ 商業登記證號碼 | ： | _____ |
| Purchaser(s) 買方 | ： | HKID/ Passport / B.R. No. 香港身份證/ 護照/ 商業登記證號碼 | ： | _____ |
| Preliminary Agreement for Sale and Purchase No. 臨時買賣合約編號 | ： | | Date 日期 | ： |
| | | | | _____ |

In consideration of the First Purchaser purchasing the Property from the Vendor, it is hereby agreed by the Vendor that:-
因首買家向賣方購入該物業，賣方茲同意：

- (1) if the First Purchaser also instructs the Vendor’s solicitors as the First Purchaser’s solicitors in the sale and purchase herein, the Vendor shall pay for the legal costs in respect of the preparation of the Agreement for Sale and Purchase (the “**formal Agreement for Sale and Purchase**”) and the subsequent Assignment made pursuant thereto signed between the First Purchaser and the Vendor, notwithstanding the terms of the formal Agreement for Sale and Purchase.

若首買家在此買賣交易中同時聘用賣方的代表律師代表首買家行事，辦理首買家及賣方簽訂的正式買賣合約（「正式買賣合約」）及其後依據正式買賣合約作出的轉讓契的法律費用將由賣方支付，即使正式買賣合約另有規定。

The above provision shall in any event be subject to the following conditions:

惟在任何情況下以上之條款均受以下條件約束：

- (A) The legal costs as referred to in paragraph (1) above shall exclude, for the avoidance of doubt, all legal fees for preparation of the Deed of Mutual Covenant, certified copies of the title deeds and documents, any legal fees for preparation of any mortgage documents and all other disbursements, namely, plan fees, registration fees, search fees, etc., which shall be borne and paid by the First Purchaser solely;
為免生疑問，上述第(1)段所指的法律費用並不包括所有準備大廈公契及業權契據及文件核證副本之法律費用、任何準備按揭文件之法律費用及所有其他雜費，即：圖則費、註冊費、查冊費等，此等費用將由首買家全數承擔及支付；
- (B) The provision of paragraph (1) above shall not apply if at any time the First Purchaser shall instruct any other firm of solicitors instead of instructing the Vendor’s solicitors as the First Purchaser’s solicitors in which case the First Purchaser shall solely bear his/her own solicitors’ costs and disbursements;
若任何時候首買家聘用賣方的代表律師以外之律師行為首買家律師，上述第(1)段則不適用。首

買家將須獨自承擔其自己的律師費及雜費；

- (C) If the First Purchaser has instructed the Vendor's solicitors to act for him/her in the purchase of the Property at the time of signing the formal Agreement for Sale and Purchase, but subsequently instructs another firm of solicitors to act for the First Purchaser in completing the purchase including execution of the subsequent Assignment of the Property, the First Purchaser shall bear and pay for the legal costs charged by the Vendor's solicitors for the preparation of the formal Agreement for Sale and Purchase made pursuant to the Preliminary Agreement of Sale and Purchase; and

若首買家於簽訂正式買賣合約時聘用賣方的代表律師代表首買家行事，而其後轉聘其他律師行代表首買家包括簽署轉讓契完成交易，首買家須承擔及支付賣方代表律師依據臨時買賣合約作出的正式買賣合約的法律費用；及

- (D) The provision of paragraph (1) above shall not apply if the First Purchaser shall enter into sub-sell agreement or otherwise transfer the benefit of the formal Agreement for Sale and Purchase to such other person or company after signing the formal Agreement for Sale and Purchase (save as to nomination or addition of spouse, parents or children as purchaser or joint purchasers), in which case the First Purchaser shall be solely responsible for all legal costs and expenses incurred therein.

若首買家在簽訂正式買賣合約後簽訂任何轉售合約或任何轉讓正式買賣合約的利益予任何其他个人或公司（提名或增加配偶、父母或子女為買家或聯名買家除外），上述第(1)段則不適用。首買家將須承擔所有因此招致的法律費用及開支。

- (2) For the avoidance of doubt, the term of "the First Purchaser" herein used means individual (or individuals) or limited company (or limited companies) who purchases one or more units of the said La Cresta at the first instance directly from the Vendor and has entered into formal Agreement for Sale and Purchase with the Vendor; but shall not include any individual or any limited company who has signed the Preliminary Agreement for Sale and Purchase but has not signed/entered into formal Agreement for Sale and Purchase with the Vendor in respect of the relevant unit(s) of the said La Cresta, or has entered into a cancellation agreement with the Vendor to rescind the relevant formal Agreement for Sale and Purchase at any stage.

為免生疑問，此文件中「首買家」意指第一手直接向賣方承購一個或多於一個尚珩單位並與賣方簽訂正式買賣合約之個人（或多於一位個人）或有限公司（或多於一間有限公司），並不包括任何在簽訂臨時買賣合約後未有就相關尚珩單位與賣方簽訂正式買賣合約或在任何階段與賣方簽訂取消合約以撤銷正式買賣合約之任何個人或任何有限公司。

- (3) In case of any dispute in relation to any terms and conditions hereof, the decision of the Vendor shall be final and binding on the First Purchaser.

若就此安排中的條款及條件有任何爭議，賣方的決定是最終的及對首買家具約束力。

- (4) The Chinese translation of this letter is for reference purposes only. In case of any discrepancy, the English version shall prevail.

本函中文譯本僅供參考，如與英文本有歧義，概以英文本作準。

Signature(s) of the First Purchaser(s)
首買家簽署

For and on behalf of the Vendor
代表賣方簽署

Authorized Signature(s)
獲授權人士簽署

LETTER OF DEFECTS WARRANTY 缺漏修繕保證函

| | | | | |
|--|--|---|----------------|---------------|
| Collectively the "Property" | La Cresta | | | |
| 合稱「該物業」 | : 尚珩 | | | |
| Property A. 物業 A | House No. 洋房號 | Tower 座數 | Floor(s) 樓層 | Flat(s) 單位 |
| | - | 2 | 8 | A |
| Property B1. 物業 B1 | Parking Space No. 停車位號 | Floor(s) 樓層 | | |
| | P68 | Basement 地庫 | | |
| Vendor 賣方 | Everbeam Investments Limited : 萃日投資有限公司 | | | |
| Purchaser(s) 買方 | : | HKID/ Passport / B.R. No. 香港身份證/ 護照/ 商業登記證號碼 | : | _____ |
| Purchaser(s) 買方 | : | HKID/ Passport / B.R. No. 香港身份證/ 護照/ 商業登記證號碼 | : | _____ |
| Purchaser(s) 買方 | : | HKID/ Passport / B.R. No. 香港身份證/ 護照/ 商業登記證號碼 | : | _____ |
| Preliminary Agreement for Sale and Purchase No. 臨時買賣合約編號 | : | | Date 日期 | _____ |

In relation to the Purchaser(s)' agreement to purchase the Property on the terms and conditions contained in the Preliminary Agreement for Sale and Purchase and the Agreement for Sale and Purchase (collectively the "Agreements"), the Vendor hereby confirms and agrees that subject to the completion of the purchase of the Property by the Purchaser(s) in strict accordance with the terms and conditions of the Agreements (in respect whereof time shall be of the essence), the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser(s) within one year from the actual date of completion of the purchase of the Property A (the "Time Limit") by the Purchaser(s) remedy any defects to the Property A, or the fittings or finishes specified in Schedule 6 of the Agreement for Sale and Purchase, caused otherwise than by the act or neglect of the Purchaser(s) or the Purchaser(s)' agent, contractor or resident, occupier or visitor of the Property A **PROVIDED THAT** :-

就買方同意按照臨時買賣合約及正式買賣合約（「該等合約」）內所有條款及條件購買該物業，並在買方嚴格遵照該等合約之條款及條件完成該物業 A 買賣（時間為關鍵因素）為前提下，賣方將於收到買方於該物業 A 買賣的實際成交日期起計的一年內（「時限」）所發出的書面通知後，在合理地切實可行的範圍內盡快自費就該物業 A 或正式買賣合約附表六中列出之裝置及裝修物料的欠妥之處作出補救（買方或買方的代理人、承辦商或該物業 A 的住客、使用者或訪客的行為或疏忽所導致除外），惟前提如下：

1. The Purchaser(s) shall give prompt written notice to the Vendor within the Time Limit specifying the defects to the Property A and/or the fittings or finishes specified in Schedule 6 of the Agreement for Sale and Purchase that should be ascertainable upon reasonable inspection.
買方須盡快在時限內書面通知賣方有關該物業 A 及/或正式買賣合約附表六中列出之裝置或裝修物料的欠妥之處，有關欠妥之處應可在合理檢查下被確定。
2. The Vendor shall not by reason of this Letter of Defects Warranty be liable for any consequential loss or any loss of use of the Property A or the fittings and finishes specified in Schedule 6 of the Agreement for Sale and Purchase.
賣方毋須因本缺漏修繕保證函而向任何人士承擔任何相應而生的損失或任何因未能使用該物業 A 或正式買賣合約附表六中列出之裝置及裝修物料之損失。
3. Without prejudice to the generality of the foregoing, this obligation is not applicable to any defects caused by vandalism, wrongful act or negligence or normal fair wear and tear and the Vendor is not responsible for the remedy of any defects arising out of or resulting from improper operation or maintenance, or for defect or damage

aggravated through failure or delay in giving notice to the Vendor. The Vendor's obligation shall no longer be applicable if and when the subject matter of the defects has been altered, relocated or otherwise modified or varied, sold or disposed of.

在無損上述條款的通用性為前提下，此項責任是不包括任何蓄意、錯誤或疏忽的行為或正常損耗造成的損壞，且賣方不會對因不恰當使用或維修管理造成、和因買方沒有或延遲通知賣方而加深的損壞作出修繕。若買方將該等有欠妥之處的事物更改或修改、重新安置、出售或丟棄，賣方的責任將告終止。

4. The obligation of the Vendor under this Letter of Defects Warranty is conditional on the Purchaser(s) giving to the Vendor and/or its authorized representative(s) reasonable access to the Property A.

賣方履行其於本缺漏修繕保證函下的責任之前提，為買方必須容許賣方及/或其授權代理人合理地進入該物業 A。

5. The rights or benefits of this Letter of Defects Warranty shall be personal to the Purchaser(s) solely and are non-assignable and non-transferable and will terminate automatically when the Purchaser(s) sells/transfers or contracts to sell/transfer the Property A. In any event the Vendor shall not be liable to the Purchaser(s)' sub-purchaser(s), nominee(s) or assignee(s).

本缺漏修繕保證函下賦予買方之權利或利益只限其個人享有，不得轉名或轉讓。當買方出售/轉讓該物業 A 或簽訂有關協議，該等權利及利益將告終止。賣方在任何情況下均不須向買方之轉購人、被提名人或承讓人負責。

6. Notwithstanding any provision herein contained, if completion of the purchase of the Property A does not take place in strict accordance with the terms and conditions of the Agreements, this Letter of Defects Warranty shall forthwith be null and void and cease to have any effect and the Purchaser(s) shall not have any claim against the Vendor for any loss, damages or compensation in whatever nature.

即使本缺漏修繕保證函另有規定，若該物業 A 買賣並沒有完全嚴格遵守該等合約之條款及條件而完成，本缺漏修繕保證函即屬無效及不具約束力，買方將不能向賣方追討任何性質的損失、賠償或補償。

7. This Letter of Defects Warranty is independent of the Agreements. Nothing herein shall supersede, vary or modify, nor shall be construed to prejudice or be in derogation from the parties' rights and remedies under, any terms or conditions of the Agreement. In case the Vendor fails to observe or perform any of its obligations in this Letter of Defects Warranty, the operation, validity or enforceability of any provision in the Agreements will not in any way be prejudiced, varied or affected, and the Purchaser shall remain liable to and be bound to observe and perform all the terms and conditions in the Agreements.

本缺漏修繕保證函獨立於該等合約，其任何內容均不會取代、變更或修改該等合約之任何條款或條件，亦不應被解釋為影響或損害該等合約下合約各方之責任、權利及補償。倘賣方未能遵守或履行其在本缺漏修繕保證函下之任何責任，該等合約中任何條款將不受損害、更改或影響、並維持不變、依舊有效及可予執行，而買方仍有責任遵守及履行該等合約所有條款及條件並受其約束。

8. The Vendor's obligation herein is given on an entirely without prejudice basis and as a gesture of goodwill of the Vendor. For the avoidance of doubt, the Vendor bears no liability to the Purchaser(s) for any failure to perform this obligation. In case of any dispute in relation to this obligation, the decision of the Vendor shall be final and binding on the Purchaser(s).

本缺漏修繕保證函下的責任是在完全無損權益及純為賣方之良好商譽而提供。為免生疑問，賣方無須為未能履行此項責任向買方負上任何責任或賠償任何損失。如對賣方於此項責任有任何爭議，賣方的決定是最終的，且對買方及具約束力。

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

本函中文譯本僅供參考，如與英文本有歧義，概以英文本作準。

Signature(s) of the Purchaser(s)
買方簽署

For and on behalf of the Vendor
代表「賣方」簽署

Authorized Signature(s)
獲授權人士簽署

THE FIRST MORTGAGE LOAN (“the First Mortgage Loan”) 第一按揭貸款

(No representation, undertaking or warranty, whether express or implied, is given, or shall be deemed to have been given by the Vendor in respect of the terms and conditions and the approval of applications for the First Mortgage Loan.) (就有關第一按揭貸款之條款及條件以及申請獲批核與否，賣方不作出亦不被視為已作出任何不論明示或隱含之陳述、承諾或保證)

The purchaser (being the successful tenderer) can apply for the First Mortgage Loan from the Vendor’s designated financing company, Everbeam Mortgage Limited (萃日按揭有限公司) (“Everbeam Mortgage”) and on the following key terms:-

買方(即中標人)可向賣方指定的財務機構，萃日按揭有限公司(“萃日按揭”)申請第一按揭貸款，主要條款如下：

1. The First Mortgage Loan shall be secured by a first legal mortgage over the Property.
第一按揭貸款以該物業作抵押。
2. The maximum tenor of the First Mortgage Loan shall be 20 years.
第一按揭貸款年期最長為 20 年。
3. The interest rate of the First Mortgage Loan for the first 24 months shall be Hong Kong Dollar Best Lending Rate from time to time quoted by The Hongkong and Shanghai Banking Corporation Limited (P) minus 2.5% p.a. (P-2.5%), and thereafter at (P), subject to fluctuation. The final interest rate will be determined by Everbeam Mortgage from time to time at its absolute discretion.
第一按揭貸款的利率首 24 個月以香港上海匯豐銀行有限公司之不時報價的港元最優惠利率(P)減 2.5% p.a.(P-2.5%)計算，其後之利率按 P 計算，利率浮動。最終利率不時由萃日按揭以絕對酌情權決定。
4. If the Purchaser is a corporation, at least one of its director(s) and/or shareholder(s) satisfactory to Everbeam Mortgage must provide a personal guarantee (in such form as prescribed by Everbeam Mortgage) to Everbeam Mortgage to guarantee the performance by the Purchaser of all its obligations under the First Mortgage Loan.
如買方是一間公司，該公司的最少一名(令萃日按揭滿意的)董事和/或股東必須向萃日按揭提供個人擔保書(按萃日按揭指定格式)以擔保買方第一按揭貸款下的所有責任。
5. The maximum of the First Mortgage Loan amount shall not exceed 80% of the Purchase Price.
第一按揭貸款最高貸款金額不超越買價之 80%。
6. The Purchaser shall make a written application to Everbeam Mortgage for a First Mortgage Loan not less than 60 days before the date of settlement of the balance of the Purchase Price.
買方必須於付清買價餘額之日起計最少 60 日前以書面向萃日按揭申請第一按揭貸款。
7. The first mortgage and other related loan documents must be processed through the solicitors firm designated by Everbeam Mortgage. All legal fee and other incidental out-of-pocket expenses incurred in this loan arrangement shall be borne by the Purchaser.
第一按揭及其他有關的貸款文件必須經由萃日按揭指定的律師樓辦理，買方須支付律師費及一切有關費用。
8. This loan is subject to other terms and conditions prescribed by Everbeam Mortgage.
此貸款受萃日按揭所制定的其他條款及細則約束。
9. Upon the application of the First Mortgage Loan, if the Purchaser is natural person(s), no application fee is payable by the Purchaser to Everbeam Mortgage or the Vendor; if the Purchaser is a company or corporation, a non-refundable handling fee of HK\$20,000 shall be payable by the Purchaser to Everbeam Mortgage, irrespective of whether or not the application is approved or whether or not the First Mortgage Loan is eventually used by the Purchaser.
如買方為個人，買方無須申請時就貸款申請向萃日按揭或賣方繳交手續費；如買方為有限公司，買方需於申請時就申請第一按揭貸款向萃日按揭繳交港幣 20,000 元手續費，不論申請獲批核與否，或買方最終

有否使用第一按揭貸款，該手續費不會獲得退還。

10. The Purchaser is advised to enquire with Everbeam Mortgage about the approval conditions, the application procedure, the details of the terms and conditions and documents required for processing the First Mortgage Loan application before deciding whether to apply for the First Mortgage Loan. The terms and conditions and the approval or disapproval of applications for the First Mortgage Loan are subject to the final decision of Everbeam Mortgage, and are not related to the Vendor (which shall under no circumstances be responsible therefor). Irrespective of whether any loan is granted or not, the Purchaser shall complete the sale and purchase in accordance with the agreement of sale and purchase and pay the full Purchase Price.

買方獲建議於決定申請第一按揭貸款前，向萃日按揭查詢有關批核條件、貸款手續、條款及條件詳情，及申請第一按揭貸款的所需文件。第一按揭貸款之條款及條件及批核與否以萃日按揭之最終決定為準，與賣方無關，及任何情況下賣方均毋須為此負責。不論貸款獲批與否，買方仍須按買賣合約完成交易及繳付買價全數。

THE SECOND MORTGAGE LOAN (“the Second Mortgage Loan”) 第二按揭貸款

(No representation, undertaking or warranty, whether express or implied, is given, or shall be deemed to have been given by the Vendor in respect of the terms and conditions and the approval of applications for the Second Mortgage Loan.)

(就有關第二按揭貸款之條款及條件以及申請獲批核與否，賣方不作出亦不被視為已作出任何不論明示或隱含之陳述、承諾或保證)

The purchaser (being the successful tenderer) can apply for the Second Mortgage Loan from the Vendor’s designated financing company, Everbeam Mortgage Limited (萃日按揭有限公司) (“Everbeam Mortgage”) and on the following terms:-

買方(即中標人)可向賣方指定的財務機構，萃日按揭有限公司(“萃日按揭”)申請第二按揭貸款，主要條款如下：

1. The maximum tenor of the Second Mortgage Loan shall be 20 years or the same tenor of the First Mortgage Loan, whichever is shorter.
第二按揭貸款年期最長為 20 年，或相等於第一按揭貸款之年期，以較短者為準。
2. The interest rate of the Second Mortgage Loan for the first 24 months shall be Hong Kong Dollar Best Lending Rate from time to time quoted by The Hongkong and Shanghai Banking Corporation Limited (P) minus 2.25% p.a. (P-2.25%), and thereafter at P, subject to fluctuation. The final interest rate will be determined by Everbeam Mortgage from time to time at its absolute discretion.
第二按揭貸款的利率首 24 個月以香港上海匯豐銀行有限公司之不時報價的港元最優惠利率(P)減 2.25% p.a.(P-2.25%)計算，其後之利率按 P 計算，利率浮動。最終利率不時由萃日按揭以絕對酌情權決定。
3. If the Purchaser is a corporation, at least one of its director(s) and/or shareholder(s) satisfactory to Everbeam Mortgage must provide a personal guarantee (in such form as prescribed by Everbeam Mortgage) to Everbeam Mortgage to guarantee the performance by the Purchaser of all its obligations under the Second Mortgage Loan.
如買方是一間公司，該公司的最少一名(令萃日按揭滿意的)董事和/或股東必須向萃日按揭提供個人擔保書(按萃日按揭指定格式)以擔保買方第二按揭貸款下的所有責任。
4. The maximum of the Second Mortgage Loan amount shall not exceed 30% of the Purchase Price but the total amount of the first mortgage loan and the Second Mortgage Loan together shall not exceed 80% of the Purchase Price.
第二按揭貸款最高貸款金額不超越買價之 30%，惟第一按揭貸款及第二按揭貸款總金額不可超過買價的 80%。
5. The Purchaser shall make a written application to Everbeam Mortgage for a Second Mortgage Loan not less than 60 days before the date of settlement of the balance of the Purchase Price.
買方必須於付清買價餘額之日起計最少 60 日前以書面向萃日按揭申請第二按揭貸款。
6. The second mortgage and other related loan documents must be processed through the solicitors firm designated by Everbeam Mortgage. All legal fee and other incidental out-of-pocket expenses incurred in this loan arrangement shall be borne by the Purchaser.
第二按揭及其他有關的貸款文件必須經由萃日按揭指定的律師樓辦理，買方須支付律師費及一切有關費用。
7. The Purchaser shall obtain a prior written consent from the first mortgagee bank to apply for a second mortgage loan.
買方須先得到第一按揭貸款銀行書面同意辦理第二按揭貸款。
8. First mortgage loan and second mortgage loan shall be processed by the relevant mortgagees independently.
第一按揭貸款及第二按揭貸款申請須由有關承按機構獨立審批。
9. This loan is subject to other terms and conditions prescribed by Everbeam Mortgage.
此貸款受萃日按揭所制定的其他條款及細則約束。

10. Upon the application of the Second Mortgage Loan, if the Purchaser is natural person(s), no application fee is payable by the Purchaser to Everbeam Mortgage or the Vendor; if the Purchaser is a company or corporation, a non-refundable handling fee of HK\$20,000 shall be payable by the Purchaser to Everbeam Mortgage, irrespective of whether or not the application is approved or whether or not the Second Mortgage Loan is eventually used by the Purchaser.

如買方為個人，買方無需於申請時就第二按揭貸款向萃日按揭或賣方繳交手續費；如買方為有限公司，買方需於申請時就申請第二按揭貸款向萃日按揭繳交港幣 20,000 元手續費，不論申請獲批核與否，或買方最終有否使用第二按揭貸款，該手續費不會獲得退還。

11. The Purchaser is advised to enquire with Everbeam Mortgage about the approval conditions, the application procedure, the details of the terms and conditions and documents required for processing the Second Mortgage Loan application before deciding whether to apply for the Second Mortgage Loan. The terms and conditions and the approval or disapproval of applications for the Second Mortgage Loan are subject to the final decision of Everbeam Mortgage, and are not related to the Vendor (which shall under no circumstances be responsible therefor). Irrespective of whether any loan is granted or not, the Purchaser shall complete the sale and purchase in accordance with the agreement of sale and purchase and pay the full Purchase Price.

買方獲建議於決定申請第二按揭貸款前，向萃日按揭查詢有關貸款手續、批核條件、條款及條件詳情，及申請第二按揭貸款的所需文件。第二按揭貸款之條款及條件及批核與否以萃日按揭之最終決定為準，與賣方無關，及任何情況下賣方均毋須為此負責。不論貸款獲批與否，買方仍須按買賣合約完成交易及繳付買價全數。

To Everbeam Mortgage Limited (“Everbeam Mortgage”)

致：萃日按揭有限公司「萃日按揭」

Collectively the “Property” La Cresta

合稱「該物業」：尚珩

| Property A. 物業 A | House No. 洋房號 | Tower 座數 | Floor(s) 樓層 | Flat(s) 單位 |
|---------------------|------------------|-------------|----------------|---------------|
| | - | 2 | 8 | A |

| Property B1. 物業 B1 | Parking Space No. 停車位號 | Floor(s) 樓層 |
|-----------------------|---------------------------|----------------|
| | P68 | Basement 地庫 |

From

由：
Purchaser(s)

買方：_____ HKID/ Passport / B.R. No. _____

買方：_____ HKID/ Passport / B.R. No. _____

買方：_____ HKID/ Passport / B.R. No. _____

I/We have received and read the Appendix L attached to the Tender and I/We understand the terms and conditions set out in the said Appendix L.

本人/我們已收到及閱讀投標書附件 L，及本人/我們明白該附件 L 所載的條款。

Please indicate your decision on whether you will apply for (a) mortgage(s) with Everbeam Mortgage by ticking the box below.

請在方格別上剔號表示你/你們會否向萃日按揭申請按揭的決定。

本人/我們決定向萃日按揭申請第一按揭貸款及接受投標書附件 L 所載的條款。

I/We have decided to apply for the First Mortgage Loan with Everbeam Mortgage and accept the terms and conditions set out in the Appendix L attached to the Tender.

本人/我們決定向萃日按揭申請第二按揭貸款及接受投標書附件 L 所載的條款。

I/We have decided to apply for the Second Mortgage Loan with Everbeam Mortgage and accept the terms and conditions set out in the Appendix L.

本人/我們決定不會向萃日按揭申請第一按揭貸款及第二按揭貸款。

本人/我們明白及同意此項一經選取，萃日按揭向本人/我們作買方所提供(須經批核)之按揭貸款將當作撤回。

I/We have decided **not** to apply for the First Mortgage Loan and/ or Second Mortgage Loan with Everbeam Mortgage. I/We understand and agree that once this decision is made, the offer/ availability of mortgage loan (subject to approval) by Everbeam Mortgage to me/us as Purchaser(s) is deemed withdrawn .

買方簽署

Signature(s) of the Purchaser(s)

日期：

TENDER SUBMISSION CHECKLIST

| <u>Tick Box</u> | <u>Item</u> | <u>Document</u> | <u>Remarks</u> |
|--------------------------|-------------|---|--|
| <input type="checkbox"/> | 1) | Form of Tender (Appendix A) (in DUPLICATE) duly completed and signed by the tenderer(s) and attached with :- (a) Tender Notice (in DUPLICATE) (b) Preliminary Agreement (Appendix B) (in DUPLICATE) duly completed and signed by the tenderer(s) (undated) | Submit in DUPLICATE |
| <input type="checkbox"/> | 2) | Cashier Order and/or Cheque (as the case may be) (for 5% of purchase price tendered in the Form of Tender) payable to F. Zimmern & Co. | |
| <input type="checkbox"/> | 3) | Vendor's Information Form (Appendix C) duly completed and signed by the tenderer(s) | Submit one signed version |
| <input type="checkbox"/> | 4) | Acknowledgement Letter regarding Special Stamp Duty, Buyer's Stamp Duty and Ad Valorem Stamp Duty (Appendix D) duly completed and signed by the tenderer(s) | Submit one signed version |
| <input type="checkbox"/> | 5) | Declaration of Related Party (Appendix E) duly completed and signed by the tenderer(s) | Submit one signed version |
| <input type="checkbox"/> | 6) | Warning to Purchasers (Appendix F) duly completed and signed by the tenderer(s) | Submit one signed version |
| <input type="checkbox"/> | 7) | Agreement on Use of Personal Data for Direct Marketing (Appendix G) duly signed by the tenderer(s) | Submit one signed version |
| <input type="checkbox"/> | 8) | Declaration in Relation to Intermediary (Appendix H) duly completed and signed by the tenderer(s) | Submit one signed version (affix with Estate Agent's / Salesperson's name card) |
| <input type="checkbox"/> | 9) | Acknowledgement Letter for Property Viewing (Appendix I) duly completed and signed by the tenderer(s) | Submit one signed version for each property |
| <input type="checkbox"/> | 10) | Legal Fees Arrangement (Appendix J) duly completed and signed by the tenderer(s). | Submit one signed version |
| <input type="checkbox"/> | 11) | Letter of Defects Warranty (Appendix K) duly completed and signed by the tenderer(s). | Submit one signed version |

- 12) Acknowledgement Letter regarding First and Second Mortgage Loan with Everbeam Mortgage Limited (**Appendix L**) duly completed and signed by the tenderer(s). Submit one signed version
- 13) *Copy of Hong Kong Identity Card(s) / Passport(s) of each of the tenderer(s)
- 14) *If the tenderer is a company, a copy each of its Certificate of Incorporation, Business Registration Certificate, latest register of directors and annual return and board resolutions authorizing the signing of the Form of Tender, the Preliminary Agreement, and the other related documents mentioned in the above certified as true and correct by its director
- 15) *In case of the tenderer being a corporation incorporated outside Hong Kong or if an overseas address is given, the relevant company documents duly certified by a director of the tenderer and certificates of good standing and incumbency proving the tenderer is duly incorporated and subsisting in its place of incorporation and proving details of its directors
- 16) Please do not date the Preliminary Agreement (Appendix B). Please date the other documents the date on which you sign the same.

**Please also include these documents, if applicable*

投標提交文件清單

| 在方格內 加上√號 | 項目 | 文件 | 備註 |
|--------------|-----|---|-------------------------------|
| □ | 1) | 經投標者妥當填寫並簽署的投標表格(附件 A) (一式 兩份) 連同 下列文件： (a) 招標公告(一式 兩份) (b) 由投標者妥為填妥及簽署的臨時合約(一式兩份)(附件 B)(日期留空) | 提交一式 兩份 |
| □ | 2) | 抬頭寫「施文律師行」的銀行本票及/ 或支票(視屬何情況而定)(以支付投標表格中的買價的 5%) | |
| □ | 3) | 經投標者填妥及簽署的賣方資料表格(附表 C)。 | 提交一份經簽署的版本 |
| □ | 4) | 經投標者填妥及簽署的「關於額外印花稅、買家印花稅及從價印花稅之確認函」(附件 D) | 提交一份經簽署的版本 |
| □ | 5) | 經投標者填妥及簽署的「關於有關連人士之聲明」(附件 E) | 提交一份經簽署的版本 |
| □ | 6) | 經投標者填妥及簽署的對「買方的警告」(附件 F) | 提交一份經簽署的版本 |
| □ | 7) | 經投標者填妥及簽署的「個人資料用作直接促銷的同意書」(附件 G) | 提交一份經簽署的版本 |
| □ | 8) | 經投標者填妥及簽署的「有關介紹人聲明」(附件 H) | 提交一份經簽署的版本 (連同地產代理/營業員之名片) |
| □ | 9) | 經投標者填妥及簽署的「物業及車位參觀確認函」(附件 I) | (如多於一個物業)每個物業提交一份經簽署的版本 |
| □ | 10) | 經投標者填妥及簽署的「律師費用安排」(附件 J) | 提交一份經簽署的版本 |
| □ | 11) | 經投標者填妥及簽署的「缺漏修繕保證函」(附件 K) | 提交一份經簽署的版本 |
| □ | 12) | 經投標者填妥及簽署的「關於萃日按揭提供之第一按揭及第二按揭貸款之確認函」(附件 L)。 | 提交一份經簽署的版本 |
| □ | 13) | *每名投標者的香港身份證/護照副本 | |
| □ | 14) | *以法團名義投標者，投標公司的公司註冊證明書 | |

、商業登記證、最近之董事名冊、最近之周年申報表及證明投標表格、臨時合約及上述文件上簽署之授權之會議記錄由投標者之董事核證為真實正確之影印副本各一份

- 15) *若投標者為在香港以外成立的法團或如提供海外地址，由投標者的董事核證的有關公司文件及證明投標者於其成立地已妥為成立、仍然存續及其董事詳情的良好信譽證明書及現任董事在職證明書

- 16) 請勿在臨時合約(附件 B) 填上日期。以上其它的文件則須填上投標者簽署該文件當日的日期。

**如適用，請一併提交該等文件*