

This template of tender documents is applicable to tender sale carried out on or after 26 March 2024 under the Sales Arrangements issued and/or revised by the Vendor from time to time. Please refer to the Schedule to the Tender Notice for details.

此招標文件範本適用於 2024 年 3月26日或之後根據賣方不時發出及/或修改的銷售安排資料進行之招標。詳情請參閱招標公告附表。

This template of tender documents is only a template and for reference only, and is not for use for submitting a tender. Persons who are interested in submitting a tender shall make reference to the Sales Arrangements concerned and collect the tender documents of the property(ies) concerned. The vendor reserves the right to amend the tender documents from time to time.

此招標文件範本只屬範本，僅供參考，並不用於入標。有興趣入標之人士請參考相關銷售安排並索取相關物業之招標文件。賣方保留權利不時修改招標文件。

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

Development: Manor Hill, No.1 Shek Kok Road, Tseung Kwan O, New Territories, Hong Kong
發展項目： 香港新界將軍澳石角路 1 號海茵莊園

Property: 該物業：	Tower 座	Floor 樓層	Flat 單位
			(including the Flat Roof held therewith) (連同其所附的平台)

Tender commences at the date and time set out in the Schedule to the Tender Notice (the “**Commencement Date and Time of Tender**”) and closes at the date and time set out in the Schedule to the Tender Notice (the “**Closing Date and Time of Tender**”) (unless previously withdrawn or sold) 招標將於招標公告附表所列之日期及時間開始（「**招標開始日期及時間**」），並於招標公告附表所列之日期及時間截止（「**招標截止日期及時間**」）（但若在招標截止時限之前物業已被撤回或出售則除外）

Please note that the Vendor has the absolute right to change the Commencement Date and Time of Tender and/or Closing Date and Time of Tender from time to time by revising the Information on Sales Arrangements relating to the Property and the Schedule to the Tender Notice.
請注意：賣方有絕對權利不時透過修改有關該物業的銷售安排資料及招標公告附表以更改招標開始日期及時間及/或招標截止日期及時間。

Vendor: Li Profit Limited
賣方： 利如有限公司

Vendor’s Solicitors: Baker & McKenzie
14th Floor, One Taikoo Place, 979 King’s Road, Quarry Bay, Hong Kong
賣方律師： 貝克・麥堅時律師事務所
香港鰂魚涌英皇道 979 號太古坊一座 14 樓

TENDER NOTICE
招標公告

1. Li Profit Limited (利如有限公司) (the “**Vendor**”) invites tender(s) for the purchase of the property described in the Particulars of the Property below (the “**Property**”) subject to the terms and conditions set out in this Tender Notice, the Form of Tender (annexed hereto as **Appendix A**) (the “**Form of Tender**”) and the Conditions of Sale (in the form annexed hereto as **Appendix B** (only English version is available)) (the “**Conditions of Sale**”) between the Commencement Date and Time of Tender and Closing Date and Time of Tender set out in the Schedule to the Tender Notice. This Tender Notice, the Form of Tender and the Conditions of Sale (but excluding other Appendices) are collectively referred to as the “**Tender Documents**”.

利如有限公司(「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(「**投標表格**」)及附件 B 的出售條件(僅提供英文版本)(「**出售條件**」)所訂明的條款及條件於招標公告附表所列之招標開始日期及時間至招標截止日期及時間期間招標承投購買以下「物業詳情」所述的物業(「**該物業**」)。本招標公告、投標表格及出售條件(但不包括其他附件)合稱「**招標文件**」。

Please note that the Vendor has the absolute right to change the Commencement Date and Time of Tender and/or Closing Date and Time of Tender from time to time by revising the Information on Sales Arrangements relating to the Property and the Schedule to the Tender Notice.

請注意：賣方有絕對權利不時透過修改有關該物業的銷售安排資料及招標公告附表以更改招標開始日期及時間及/或招標截止日期及時間。

PARTICULARS OF THE PROPERTY
物業詳情

Flat _____ on _____ Floor (including the Flat Roof held therewith) of Tower _____ of Manor Hill, No.1 Shek Kok Road, Tseung Kwan O, New Territories, Hong Kong
香港新界將軍澳石角路 1 號海茵莊園第 _____ 座 _____ 樓 _____ 單位(連同其所附的平台)

2. The information provided by the Vendor pursuant to Section 68 of the Residential Properties (First-hand Sales) Ordinance (Cap.621, Laws of Hong Kong) in respect of the Property is set out in the Vendor’s Information Form annexed hereto as **Appendix E**.

賣方根據《一手住宅物業銷售條例》(香港法例第 621 章)要求提供有關該物業之資料已列於本招標公告附件 E 的賣方資料表格內。

3. Any tender must be :-
標書必須：

- (a) made in the Form of Tender (**IN DUPLICATE**) and each duplicate with (i) the Conditions of Sale duly completed in accordance with the terms and conditions set out in this Tender Notice, (ii) this Tender Notice and (iii) the documents mentioned in paragraphs 3(b)(iv) to (viii) and paragraphs 3(b)(xi) to (xvii) (as applicable) of this Tender Notice attached and the Form of Tender must be signed by the Tenderer;

以投標表格(一式兩份)方式作出，每份須連同(i)按本招標公告之條款及條件填妥之出售條件；(ii)本招標公告；及(iii)隨附本招標公告並在下文第3(b)(iv)至(viii)段及3(b)(xi)至(xvii)段(如適用者)列出的文件。投標表格必須由投標者簽署；

(Note: Please complete the **English** version of the Form of Tender, and the Chinese translation is for reference only. Please also complete Clauses 43 and 44 of the Conditions of Sale.)

(註：請填寫投標表格之**英文版本**，中文譯本僅供參考。另請填寫出售條件之第43條及第44條。)

- (b) submitted together with the following documents :-
連同下列文件提交：
- (i) cashier's order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance (Cap.155, Laws of Hong Kong) and/or cheque(s) and made payable to "BAKER & MCKENZIE" for the total sum equivalent to 5% of the purchase price of the Property offered by the Tenderer as specified in the Form of Tender and the Conditions of Sale;
一張或多張總金額為投標者在投標表格及出售條款訂明提出的該物業售價的5% 作為臨時訂金、抬頭為「貝克·麥堅時律師事務所」或「BAKER & MCKENZIE」並由根據《銀行業條例》(香港法例 第 155 章) 第 16 條獲妥為發牌的銀行所簽發的銀行本票及/或支票；
 - (ii) if the Tenderer is individual(s), a copy of the HKID Card / Passport of each individual of the Tenderer;
如投標者為個人，每名投標者個人的香港身份證/護照副本；
 - (iii) if the Tenderer is a limited company, a copy of the Business Registration Certificate and a copy of the Certificate of Incorporation (and Certificate of Change of Name, if any) of the Tenderer;
如投標者為有限公司，每間投標者公司的商業登記證書副本及公司註冊證書（及公司更改名稱證明書，如有）副本；
 - (iv) a Warning to Purchaser (in the form annexed hereto as **Appendix C**) duly completed and signed by the Tenderer;
經投標者填妥及簽署的「對賣方的警告」(按照**附件 C**所列的格式)；
 - (v) a Letter of Consent to collection of Personal Data (in the form annexed hereto as **Appendix D**) duly completed and signed by the Tenderer;
經投標者填妥及簽署的「個人資料收集同意書」(按照**附件 D**所列的格式)；
 - (vi) a Vendor's Information Form (in the form annexed hereto as **Appendix E**) duly acknowledged by the Tenderer;
經投標者確認的「賣方資料表格」(按照**附件 E**所列的格式)；
 - (vii) a Letter of Acknowledgement relating to Flat Roof (in the form annexed hereto as **Appendix F**) duly completed and signed by the Tenderer;
經投標者填妥及簽署的「有關平台之確認函」(按照**附件 F**所列的格式)；
 - (viii) a Letter of Acknowledgement relating to Open Kitchen (in the form annexed hereto as **Appendix G**) duly completed and signed by the Tenderer;
經投標者填妥及簽署的「有關開放式廚房之買方確認函」(按照**附件 G**所列的格式)；
 - (ix) a copy of the licence and name card of the estate agent (if any) appointed by the Tenderer; and
投標者所委任的地產代理（如有）的牌照及名片副本；及
 - (x) if the Tenderer is a company, (I) a copy of the Board Resolutions of the Tenderer authorizing the signing of the Form of Tender and other documents mentioned in the above in the manner as they are signed, and (II) a copy of the most recent Annual Return Form (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1) or, in case of Tenderer being a Non-Hong Kong company registered under part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong), a copy

of the most recent Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1).

如投標者為公司，(I) 投標者的董事決議副本（以授權以特定形式簽署投標表格及上文提及的其他文件）及 (II) 最新之周年申報表（表格 NAR1）或法團成立表格（股份有限公司）（表格 NNC1）副本，或如投標者為根據《公司條例》（香港法例第622章）第 16 部註冊之非香港公司，最新之註冊非香港公司周年申報表（表格 NN3）或註冊非香港公司的註冊申請書（表格 NN1）副本。

If the Tenderer selects the following gift, financial advantage or benefit in the Form of Tender, please also submit the following documents as applicable:

如投標者於投標表格中選擇以下贈品、財務利益或優惠，請同時提交下列適用之文件：

- (xi) a Letter regarding Early Settlement Cash Rebate Benefit (in the form annexed hereto as **Appendix H**) duly completed and signed by the Tenderer (only applicable if both **Terms of Payment (A) “Super 360-day Cash Payment Plan”** and **Early Settlement Cash Rebate Benefit** are selected in the Form of Tender);
經投標者填妥及簽署的「關於『提前付清樓價現金回贈優惠』的信件」（按照**附件 H**所列的格式）（只在投標表格中同時選擇**支付條款 (A) “Super 360天現金付款計劃”**及**提前付清樓價現金回贈優惠**時適用）；
- (xii) a Confirmation Letter for “360 Occupy-Then-Pay Benefit” (in the form annexed hereto as **Appendix I**) duly completed and signed by the Tenderer (only applicable if **Terms of Payment (B) “360 Occupy-Then-Pay Payment Plan”** is selected in the Form of Tender);
經投標者填妥及簽署的「關於『360先住後付優惠』確認函」（按照**附件 I**所列的格式）（只在投標表格中選擇**支付條款 (B) “360先住後付付款計劃”**時適用）；
- (xiii) an Acknowledgement Letter For Free Furniture Package Benefit (in the form annexed hereto as **Appendix J**) duly completed and signed by the Tenderer;
經投標者填妥及簽署的「有關免費傢俬組合優惠確認函」（按照**附件 J**所列的格式）；
- (c) enclosed in a sealed envelope addressed to the Vendor and clearly marked on the outside of the envelope “**TENDER FOR MANOR HILL**”; and
放入密封的信封內，信封面註明賣方收啟並清楚註明「**海茵莊園投標**」；以及
- (d) placed in the Tender Box labelled “**Public Tender For Manor Hill**” placed on 9/F, Pioneer Centre, 750 Nathan Road, Mongkok, Kowloon from the Commencement Date and Time of Tender and at or before the Closing Date and Time of Tender (or any other date and/or time as specified by the Vendor from time to time by amending the Information on Sales Arrangements relating to the Property at the Vendor’s absolute right and discretion); and as such, tenderers should refer to the relevant Information on Sales Arrangements as effective for the time being for confirmation of the actual closing date and time of the tender in respect of the Property.
於招標開始日期及時間起及在招標截止日期及時間（或賣方不時透過修改有關該物業的銷售安排資料所指明之任何其他日期及/或時間）或之前放入擺放於香港九龍旺角彌敦道750號始創中心9樓並標示為「**海茵莊園投標**」的投標箱內。就此，投標者應參閱當時生效的相關銷售安排資料，以確認該物業的實際截止招標的日期及時間。

The tender of the Property will proceed in accordance with the relevant Information on Sales Arrangements irrespective of whether any Tropical Cyclone Warning Signal or Rainstorm Warning Signal is in effect at any time on any date of sale.

即使有任何熱帶氣旋警告信號或暴雨警告信號於任何出售日期的任何時間內生效，該物業的招標將會按照相關銷售安排資料進行。

4. Each Tenderer is required to fill in the following information in the Conditions of Sale submitted by him and attached to each duplicate of the Form of Tender :-
每名投標者須於其遞交並附夾於每份投標表格之中之出售條件中填妥下列資料：
 - (a) the purchase price of the Property offered by the Tenderer; and
投標者提出的該物業的售價；及
 - (b) the payment terms of the purchase price, which shall be in conformity with Paragraph 2 of the Form of Tender.
符合投標表格第 2 段的售價之支付條款。
5. The Vendor reserves the right to reject any tender submitted which is not in conformity with the Form of Tender annexed hereto or the terms and conditions as set out in this Tender Notice as the Vendor shall in its absolute discretion think fit. Late tenders will not be accepted. If the Form of Tender submitted by a tenderer contains any error or omission, the Vendor shall have the right to have appropriate correction.
賣方保留權利按其絕對酌情權拒絕任何不符合隨附之投標表格或本招標公告任何條款及條件的投標。逾時遞交之投標將不獲接納。如投標者提交之投標表格有任何錯誤或遺漏，賣方有權作出適當修正。
6. The Vendor reserves the right not to accept the highest or the best or any tender. The Vendor has the absolute discretion in relation to the acceptance of a tender.
賣方保留權利不接納出價最高或最佳的標書或任何一份標書。賣方就是否接納某份標書有絕對酌情權。
7. The Vendor reserves the right to withdraw the Property or any part thereof from sale or to sell or dispose of the Property or any part thereof to any person at any time before acceptance of any tender as the Vendor shall in its absolute discretion think fit. The Vendor has the absolute right to change the Tender Closing Date and Time from time to time by revising the Information on Sales Arrangements relating to the Property. The Vendor is not obliged to separately notify the Tenderers of such change.
賣方保留權利在接受任何標書之前的任何時候撤回物業或其任何部份不予出售或於任何時候出售或放售該物業或其任何部份予任何人士。賣方有絕對權利不時透過修改有關該物業的銷售安排資料以更改招標截止日期及時間。賣方並無責任就有關修改另行通知投標者。
8. (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in paragraph 8(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 the Tender Documents until the expiration of **the 5th working day** after the Closing Date of Tender (the “**Acceptance Period**”). 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 Period.
鑒於賣方作出招標和下文第 8(b) 段所述的承諾，作為代價，每位投標者均被視為已承諾其投標將為不可撤銷且構成正式要約，並可由賣方在招標截止時間之日後**第 5 個工作日**（「**接納期**」）或之前按照招標文件所載的條款及條件接納投標。投標表格一經遞交，投標者即不可撤回標書，直至接納期終結之前，標書仍可由賣方接納。
(b) In consideration of the provision and undertaking referred to in paragraph 8(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.

鑒於上文第 8(a) 段所述的承諾，作為代價，賣方承諾在收到投標者發出的書面要求時向該投標者支付港幣 10 元。

9. If a tender is accepted by the Vendor, the successful Tenderer shall be the purchaser of the Property (the “**Purchaser**”) and the Vendor shall sign and send to the successful Tenderer a written notice of acceptance (the “**Notice of Acceptance**”) by mail or by hand at his correspondence address in Hong Kong or registered office stated in his Form of Tender or by fax not later than the end of the Acceptance Period.
如標書獲賣方接納，該中標者將成為該物業之買方(「**買方**」)，賣方並將在不遲於接納期結束前將接納投標的書面通知(「**接納書**」)透過郵件或專人送遞至中標者列於其投標表格的香港通訊地址或註冊辦事處地址，或透過傳真送遞予中標者。
10. All cashier’s order(s) and/or cheque(s) submitted 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, the cashier’s order(s) and/or cheque(s) submitted therewith will be treated as and applied towards payment of the preliminary deposit payable by the successful Tenderer under the Form of Tender. All other cashier’s order(s) and/or cheque(s) will be returned within fourteen (14) days after the Closing Date and Time of Tender to the unsuccessful Tenderers at their correspondence addresses in Hong Kong or registered offices stated in their Forms of Tender, at the risk of the unsuccessful Tenderers.
在賣方對收到的標書作出決定前，投標者遞交的所有銀行本票及/或支票均不會予以兌現。如某份標書獲接納，隨標書附上的銀行本票及/或支票將被視作及用作支付中標者按投標表格須支付的臨時訂金。所有其他銀行本票及/或支票將於招標截止日期及時間起計 14 個工作日內，按列於投標表格的香港通訊地址或註冊辦事處地址退還予落選者，郵誤風險概由落選者自行承擔。
11. The person who signs a Form of Tender as Tenderer shall be deemed to be acting as principal.
以投標者身份簽署投標表格的人士將被視作主事人。
12. Time shall in all respects be of the essence.
時間在各方面均為要素，必須嚴格遵守。
13. Any enquiries shall be directed to the Vendor’s hotline at telephone no. 6011 1111. Tenderers should note that the Vendor will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of the subject tender. Tenderers should obtain independent legal and other professional advice on the terms of this Tender Notice and related documents.
所有查詢應向賣方熱線(電話號碼: 6011 1111)作出。投標者應注意，賣方只會回答關於該物業的一般問題，而不會就本招標提供法律或其他意見。投標者應就本招標公告及有關文件的條款自行取得獨立法律及其他專業意見。
14. Any statement, whether oral or written, made and any action taken by the Vendor or any of their respective agents or servants in response to any enquiry made by a prospective Tenderer or Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Notice 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 set out in this Tender Notice, the Form of Tender or the Conditions of Sale.
賣方或其任何代理或僱員對有意投標者或投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得構成或被視作構成本招標公告的一部份，而任何該等陳述或行動並不(亦不得被視作)闡述、更改、否定、豁免或在其他方面修改本招標公告、投標表格或出售條件所列出的任何條款或條件。
15. For the purpose of this Tender Notice, “working day” means a day that is not (a) a general holiday or a Saturday; or (b) a black rainstorm warning day or gale warning day as defined by Section 71(2) of the Interpretation and General Clauses Ordinance (Cap.1, Laws of Hong Kong).

就本招標公告而言，「工作日」指並非 (a) 公眾假日或星期六；或 (b) 《釋義及通則條例》(香港法例第 1 章) 第 71(2) 條所界定的黑色暴雨警告日或烈風警告日的日子。

16. Tenderers are reminded to read the latest register of transactions of the Development so as to ascertain whether the Property is still available for tender on a relevant date of sale. Although the Property may be available for tender on a relevant date of sale, it may become unavailable during, on or after that relevant date of sale because the Vendor may have accepted a previous tender within the Acceptance Period of such previous tender exercise. Please also note that the register of transactions of the Development may not be updated immediately after the Vendor accepts a tender. Notwithstanding anything to the contrary contained herein, all costs and expenses arising from or in connection with the submission of the Tender Documents shall be borne by the Tenderer, regardless of whether the Property is available for tender on a relevant date of sale.

投標者敬請檢視發展項目的成交紀錄冊，以知悉該物業於某一相關出售日期是否仍然可供出售。雖然該物業可能於某一相關出售日期仍然可供出售，由於賣方可能會於先前招標的接納期內接納早前遞交之標書，該物業可能會於該相關出售日期或之後變為不再可供出售。另請注意發展項目的成交紀錄冊未必會在賣方接納投標後立即更新。即使本文另有規定，所有由於或有關遞交招標文件之費用及開支均由投標者承擔，不論該物業於某一相關出售日期是否可供投標。

17. A person who is not a party to this document shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of the Tender Documents.

並非招標文件一方之人士並無任何權利按《合約（第三者權利）條例》強制執行本招標文件任何條款及條件或享有本招標文件任何條款及條件之利益。

18. In the Tender Documents, unless the context requires otherwise words importing the singular number only shall include the plural number and vice versa, words importing a gender (including the neuter gender) only shall include all other genders (including the neuter gender).

在招標文件內，除非文義另有所指，帶有單數意思的詞彙亦包含帶有眾數的意思(反之亦然)，帶有性別(包括中性性別)的詞彙亦包含帶有所有其他性別(包括中性性別)的意思。

19. In the event of any discrepancy between the English version of the Tender Documents and the Chinese translation of the Tender Documents, the English version shall prevail.

如招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

Schedule to the Tender Notice
招標公告附表

Commencement Date and Time of Tender 招標開始日期及時間	Closing Date and Time of Tender 招標截止日期及時間
<i>Applicable to tender sale under Sales Arrangements No.61:</i> 適用於銷售安排第 61 號下的招標：	
11:00 a.m. on every day from 26 March 2024 until 31 December 2024 (both days inclusive) 2024 年 3 月 26 日起至 2024 年 12 月 31 日(包括首尾兩天)的每日上午 11 時	6:00 p.m. on every day from 26 March 2024 until 31 December 2024 (both days inclusive) 2024 年 3 月 26 日起至 2024 年 12 月 31 日(包括首尾兩天) 的每日下午 6 時

TENDER SUBMISSION CHECKLIST
遞交標書文件清單

<u>Item</u> 項目	<u>Document</u> 文件	
1)	Form of Tender (Appendix A) duly completed and signed by the tenderer(s) and attached with : - 經投標者填妥及簽署的投標表格 (附件 A)，並連同： (a) Tender Notice 招標公告 (b) Conditions of Sale (Appendix B) 出售條件 (附件 B)	Submit <u>in duplicate</u> <u>一式兩份</u>
<p><i>Note: Please complete the English version of the Form of Tender. The Chinese translation is for reference only. Please also complete Clauses 43 and 44 of the Conditions of Sale.</i></p> <p>註：請填寫投標表格之英文版本，中文譯本僅供參考。另請填寫出售條件之第 43 條及第 44 條。</p>		
2)	Warning to Purchaser (Appendix C) duly completed and signed by the Tenderer 經投標者填妥及簽署的「對賣方的警告」(附件 C)	Submit <u>in duplicate</u> <u>一式兩份</u>
3)	Letter of Consent to collection of Personal Data (Appendix D) duly completed and signed by the Tenderer 經投標者填妥及簽署的「個人資料收集同意書」(附件 D)	Submit <u>in duplicate</u> <u>一式兩份</u>
4)	Vendor's Information Form (Appendix E) duly acknowledged by the Tenderer 經投標者確認的「賣方資料表格」(附件 E)	Submit <u>in duplicate</u> <u>一式兩份</u>
5)	Letter of Acknowledgement relating to Flat Roof (Appendix F) duly completed and signed by the Tenderer 經投標者填妥及簽署的「有關平台之確認函」(附件 F)	Submit <u>in duplicate</u> <u>一式兩份</u>
6)	Letter of Acknowledgement relating to Open Kitchen (Appendix G) duly completed and signed by the Tenderer 經投標者填妥及簽署的「有關開放式廚房之買方確認函」(附件 G)	Submit <u>in duplicate</u> <u>一式兩份</u>
7)	Letter regarding Early Settlement Cash Rebate Benefit (Appendix H) duly completed and signed by the Tenderer (if applicable) 經投標者填妥及簽署的「關於『提前付清樓價現金回贈優惠』的信件」(附件 H) (如適用)	Submit <u>in duplicate</u> <u>一式兩份</u>
8)	Confirmation Letter for “360 Occupy-Then-Pay Benefit” (Appendix I) duly completed and signed by the Tenderer (if applicable) 經投標者填妥及簽署的「關於『360 先住後付優惠』確認函」(附件 I) (如適用)	Submit <u>in duplicate</u> <u>一式兩份</u>

- 9) Acknowledgement Letter For Free Furniture Package Benefit (**Appendix J**) duly completed and signed by the Tenderer;
經投標者填妥及簽署的「有關免費傢俬組合優惠確認函」(附件 J)； Submit **in duplicate**
一式兩份
- 10) cashier's order(s) and/or cheque(s) made payable to “**BAKER & McKENZIE**” for the total sum equivalent to 5% of the purchase price offered by the Tenderer
一張或多張總金額為投標者提出的該物業售價的 5%、抬頭為「貝克·麥堅時律師事務所」或「**BAKER & McKENZIE**」的銀行本票及/或支票
- 11) a copy of the HKID Card / Passport (for individual) **OR** a copy of the Business Registration Certificate and a copy of the Certificate of Incorporation (and Certificate of Change of Name, if any) (for company) of the Tenderer
投標者的香港身份證/護照副本(如為個人)或商業登記證書副本及公司註冊證書(及公司更改名稱證明書, 如有)副本
- 12) a copy of the licence and name card of the estate agent (if any) appointed by the Tenderer
投標者所委任的地產代理(如有)的牌照及名片副本
- 13) (if the Tenderer is a company) (I) a copy of the Board Resolutions of the Tenderer authorizing the signing of the Form of Tender and other documents mentioned in the above in the manner as they are signed, and (II) a copy of the most recent Annual Return Form (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1) or, in case of Tenderer being a Non-Hong Kong company registered under part 16 of the Companies Ordinance, a copy of the most recent Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1)
(如投標者為公司)(I) 投標者的董事決議副本(以授權以特定形式簽署投標表格及上文提及的其他文件)及(II) 最新之周年申報表(表格 NAR1) 或法團成立表格(股份有限公司)(表格 NNC1) 副本, 或如投標者為根據《公司條例》第 16 部註冊之非香港公司, 最新之註冊非香港公司周年申報表(表格 NN3) 或註冊非香港公司的註冊申請書(表格 NN1) 副本

FORM OF TENDER
投標表格

Note: Please complete the **English** version. The Chinese translation is for reference only.
註：請填寫**英文版本**，中文譯本僅供參考。

Tender for the purchase of Flat _____ on _____ Floor (including the Flat Roof held therewith) of Tower _____ of Manor Hill, No.1 Shek Kok Road, Tseung Kwan O, New Territories, Hong Kong (the “**Property**”) subject to the terms and conditions contained in the Tender Notice and the Conditions of Sale as respectively attached hereto.

在遵守附於本投標表格的招標公告出售條件所載的條款及條件的前提下，茲投標承購香港新界將軍澳石角路1號海茵莊園第 _____ 座 _____ 樓 _____ 單位(連同其所附的平台)(下稱為「**該物業**」)：

To: Li Profit Limited (the “**Vendor**”)
致：利如有限公司 (「**賣方**」)

1. I/We,
本人/我們 _____
(Please fill in the English full name(s) in BLOCK LETTERS. 請以英文大楷填寫全名)
(HKID Card No./Passport No./Business Registration No. _____)
(香港身份證/護照/商業登記證號碼 _____)
of / whose registered office is situate at
地址 / 註冊辦事處地址為 _____

(Correspondence address in Hong Kong for individual(s) / registered office for a company(ies))
(個人之香港通訊地址 / 公司之註冊辦事處地址)

having read the Tender Notice (including the Appendices thereto) and the Conditions of Sale, hereby irrevocably offer to purchase the Property from the Vendor at the purchase price of 已閱讀招標公告 (包括其附件) 和出售條件，特此提出不可撤回之要約，在受到出售條件所列的條款及條件約束的前提下，以

HONG KONG DOLLARS 港幣 _____

(Please fill in using BLOCK LETTERS. 請以英文大楷填寫)

(HK\$ _____) (the “**Purchase Price**”) (「**售價**」)

subject to the terms and conditions as more particularly set forth in the Tender Notice and the Conditions of Sale.
向賣方購買該物業。

2. The Purchase Price shall be paid by me/us in the following manner, if this Tender is accepted by the Vendor,
如本投標獲賣方接納，本人/我們將按照下列所選的方式支付售價：

(Please choose (i) one of the payment plans and (ii) any gift, financial advantage or benefit which the Tenderer intends to obtain by ticking the appropriate box(es).)
(請於下表剔選適用方格以揀選(i)其中一種支付條款及(ii)投標者欲獲得的贈品、財務優惠或利益。)

☐ (A) Super 360-day Cash Payment Plan Super 360 天現金付款計劃

- (a) HK\$_____, which is equal to 5% of the Purchase Price, being preliminary deposit shall be paid upon the Vendor's acceptance of this Tender (i.e. date of the Notice of Acceptance);
港幣_____元 (即售價的百分之 5) 作為臨時訂金，須於賣方接受本投標（即接納書日期）時支付；
- (b) HK\$_____, which is equal to 5% of the Purchase Price, being further deposit shall be paid within 30 days after the Vendor's acceptance of this Tender (i.e. date of the Notice of Acceptance); and
港幣_____元 (即售價的百分之 5) 作為加付訂金，須於賣方接受本投標（即接納書日期）後的 30 天內支付；及
- (c) HK\$_____, which is equal to 90% of the Purchase Price, being the balance of Purchase Price shall be paid within 360 days after the Vendor's acceptance of this Tender (i.e. date of the Notice of Acceptance).
港幣_____元 (即售價的百分之 90) 作為售價餘款，須於賣方接受本投標（即接納書日期）後的 360 天內支付。

If this Tender is accepted by the Vendor, the sale and purchase of the Property shall be completed during office hours on or before the **360th** day after the date of the Notice of Acceptance.
如本投標獲賣方接納，該物業的買賣須於接納書日期後的第 **360** 天或之前的辦公時間內完成。

I/We choose to obtain ☐ "Early Settlement Cash Rebate Benefit".
本人/我們選擇獲得 ☐ 『提前付清樓價現金回贈優惠』。

☐ (B) 360-day Occupy-Then-Pay Payment Plan 360 先住後付付款計劃

- (a) HK\$_____, which is equal to 5% of the Purchase Price, being preliminary deposit shall be paid upon the Vendor's acceptance of this Tender (i.e. date of the Notice of Acceptance);
港幣_____元 (即售價的百分之 5) 作為臨時訂金，須於賣方接受本投標（即接納書日期）時支付；
- (b) HK\$_____, which is equal to 5% of the Purchase Price, being further deposit shall be paid within 30 days after the Vendor's acceptance of this Tender (i.e. date of the Notice of Acceptance); and
港幣_____元 (即售價的百分之 5) 作為加付訂金，須於賣方接受本投標（即接納書日期）後的 30 天內支付；及
- (c) HK\$_____, which is equal to 90% of the Purchase Price, being the balance of Purchase Price shall be paid within 360 days after the Vendor's acceptance of this Tender (i.e. date of the Notice of Acceptance).
港幣_____元 (即售價的百分之 90) 作為售價餘款，須於賣方接受本投標（即接納書日期）後的 360 天內支付。

If this Tender is accepted by the Vendor, the sale and purchase of the Property shall be completed during office hours on or before the **360th** day after the date of the Notice of Acceptance.
如本投標獲賣方接納，該物業的買賣須於接納書日期後的第 **360** 天或之前的辦公時間內完成。

I/We choose to obtain ☐ "360 Occupy-Then-Pay" Benefit.
本人/我們選擇獲得 ☐ 「360 先住後付」優惠。

☐ (C) Relax 90-day Cash Payment Plan 輕鬆 90 天現金付款計劃

- (a) HK\$_____, which is equal to 5% of the Purchase Price, being preliminary deposit shall be paid upon the Vendor's acceptance of this Tender (i.e. date of the Notice of Acceptance);
港幣_____元 (即售價的百分之 5) 作為臨時訂金，須於賣方接受本投標（即接納書日期）時支付；
- (b) HK\$_____, which is equal to 5% of the Purchase Price, being further deposit shall be paid within 30 days after the Vendor's acceptance of this Tender (i.e. date of the Notice of Acceptance); and
港幣_____元 (即售價的百分之 5) 作為加付訂金，須於賣方接受本投標（即接納書日期）後的 30 天內支付；及
- (c) HK\$_____, which is equal to 90% of the Purchase Price, being the balance of Purchase Price shall be paid within 90 days after the Vendor's acceptance of this Tender (i.e. date of the Notice of Acceptance).
港幣_____元 (即售價的百分之 90) 作為售價餘款，須於賣方接受本投標（即接納書日期）後的 90 天內支付。

If this Tender is accepted by the Vendor, the sale and purchase of the Property shall be completed during office hours on or before the 90th day after the date of the Notice of Acceptance.
如本投標獲賣方接納，該物業的買賣須於接納書日期後的第 90 天或之前的辦公時間內完成。

3. If this Tender is accepted, this Tender together with the Vendor's Notice of Acceptance shall constitute a binding agreement between me/us and the Vendor on the terms and conditions contained in the Tender Notice, this Form of Tender and the Conditions of Sale.
如本投標獲賣方接納，本投標連同賣方的接納書即構成本人/我們與賣方之間按照載於招標公告、本投標表格及出售條件之條款及條件訂立且具約束力之協議。
4. I/We enclose the following documents with this Tender :-
本人/我們連同本標書一併附上下列文件：
- (a) cashier's order(s) and/or cheque(s) (No(s). _____) issued by _____ and made payable to "BAKER & McKENZIE" for the total sum equivalent to 5% of the Purchase Price, which shall be applied towards payment of the preliminary deposit if this Tender is accepted by the Vendor;
一張或多張總金額為售價的 5%、抬頭為「貝克·麥堅時律師事務所」或「BAKER & McKENZIE」的銀行本票及/或支票（本票/支票號碼：_____）（銀行：_____），若本人/我們的投標獲賣方接納，該（等）本票及/或支票將用以支付臨時訂金；
- (b) a copy of my / our HKID Card / Passport / Business Registration Certificate and Certificate of Incorporation (and Certificate of Change of Name, if any);
本人/我們的香港身份證/護照/商業登記證書及公司註冊證書（及公司更改名稱證明書，如有）副本；
- (c) a Warning to Purchaser (in the form annexed to the Tender Notice as **Appendix C**) duly completed and signed by me/us;
經本人/我們填妥及簽署的「對賣方的警告」（按照招標公告**附件 C** 所列的格式）；
- (d) a Letter of Consent to collection of Personal Data (in the form annexed to the Tender Notice as **Appendix D**) duly completed and signed by me/us;

經本人/我們填妥及簽署的「個人資料收集同意書」(按照招標公告**附件 D** 所列的格式)；

- (e) a Vendor's Information Form (in the form annexed to the Tender Notice as **Appendix E**) duly acknowledged by me/us;
經本人/我們確認的「賣方資料表格」(按照招標公告**附件 E** 所列的格式)；
- (f) a Letter of Acknowledgement relating to Flat Roof (in the form annexed to the Tender Notice as **Appendix F**) duly completed and signed by me/us;
經本人/我們填妥及簽署的「有關平台之確認函」(按照招標公告**附件 F** 所列的格式)；
- (g) a Letter of Acknowledgement relating to Open Kitchen (in the form annexed to the Tender Notice as **Appendix G**) duly completed and signed by me/us;
經本人/我們填妥及簽署的「有關開放式廚房之買方確認函」(按照招標公告**附件 G** 所列的格式)；
- (h) a Letter regarding Early Settlement Cash Rebate Benefit (in the form annexed to the Tender Notice as **Appendix H**) duly completed and signed by me/us (if applicable);
經本人/我們填妥及簽署的「關於『提前付清樓價現金回贈優惠』的信件」(按照招標公告**附件 H** 所列的格式)(如適用)；
- (i) a Confirmation Letter for “360 Occupy-Then-Pay Benefit” (in the form annexed to the Tender Notice as **Appendix I**) duly completed and signed by me/us (if applicable);
經本人/我們填妥及簽署的「關於『360 先住後付優惠』確認函」(按照招標公告**附件 I** 所列的格式)(如適用)；
- (j) Acknowledgement Letter For Free Furniture Package Benefit (in the form annexed to the Tender Notice as **Appendix J**) duly completed and signed by me/us;
經本人/我們填妥及簽署的「有關免費傢俬組合優惠確認函」(按照招標公告**附件 J** 所列的格式)；
- (k) a copy of the licence and name card of the estate agent (if any) appointed by me/us; and
本人/我們所委任的地產代理(如有)的牌照及名片副本；及
- (l) (applicable only if the Tenderer is a corporation) (I) a copy of the Board Resolutions of our company authorizing the signing of this Form of Tender and the other documents mentioned in the above in the manner as they are signed; and (II) a copy of the most recent Annual Return (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1) or, in case our company being a non-Hong Kong Company registered under Part 16 of the Companies Ordinance, a copy of the most recent Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1).
(投標者為公司時適用) (I) 我們的董事決議副本(以授權以特定形式簽署投標表格及上文提及的其他文件)及 (II) 最新之周年申報表(表格 NAR1) 或法團成立表格(股份有限公司)(表格 NNC1) 副本, 或如我們為根據《公司條例》第 16 部註冊之非香港公司, 最新之註冊非香港公司周年申報表(表格 NN3) 或註冊非香港公司的註冊申請書(表格 NN1) 副本。

5. I/We agree that in the event that this Tender is accepted by the Vendor, this Tender together with such acceptance by the Vendor 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 Conditions of Sale to :-

本人/我們同意如果賣方接納本投標，本投標及賣方對其之接納將構成賣方與本人/我們之間有關該物業買賣的具約束力的協議，且本人/我們將受招標公告、本投標表格及出售條件所約束並：

- (a) pay the further deposit, part payment of the Purchase Price (if any) and the balance of the Purchase Price at the times stipulated in Paragraph 2 above; and
於上述第 2 段規定的時間支付加付訂金、部份售價價款（如有）和售價餘款；及
- (b) complete the purchase of the Property in accordance with the Conditions of Sale.
按照出售條件完成購買該物業。

Dated this _____ day of _____ 202 ____.

日期為 202__ 年 _____ 月 _____ 日。

(Tenderer please fill in the date of submission of tender. 投標者請填寫遞交標書之日期。)

Name(s) of Tenderer 投標者姓名/公司名稱	
Signature(s) of Tenderer 投標者簽署 (If the Tenderer is a company, please stamp the company chop and specify the name(s) and capacity of the authorized signatory(ies)) (如投標者為公司，請蓋上公司印章並註明獲授權簽署人之姓名及身份)	
HKID / Passport / Business Registration No(s). of Tenderer 投標者香港身份證/護照/商業登記證號碼	
Telephone No. of Tenderer 投標者電話號碼	
Facsimile No. of Tenderer 投標者傳真號碼	
Name(s) of Contact Person(s) of Tenderer 投標者聯絡人姓名	
Name of Estate Agent (if any) appointed by Tenderer 投標者所委任之地產代理(如有)姓名	
Licence No. of Estate Agent (if any) appointed by Tenderer (with copy of Estate Agent's Licence attached) 投標者所委任之地產代理(如有)的牌照號碼 (連同其地產代理牌照副本)	
Contact Details of Estate Agent (if any) appointed by Tenderer 投標者所委任之地產代理(如有)的聯絡資料	
Solicitors' firm to be appointed by Tenderer and the name of its contact person (if known) 投標者將委任的律師行及其聯絡人姓名 (如已知)	

NOTICE OF ACCEPTANCE

接納書

(Note: To be completed by the Vendor if the Tender is accepted.)

(註：如投標獲接納，由賣方填寫。)

To:

致: _____

The above offer is accepted by the Vendor on the _____ day of _____ 202__ on the terms and conditions contained in the Tender Notice, the Form of Tender and the Conditions of Sale.

根據招標公告、投標表格及出售條件之條款及條件，賣方於 202__年__月__日接納上述投標。

Dated this _____ day of _____ 202__.

日期為 202__年__月__日。

For and on behalf of
Li Profit Limited (the Vendor)
代表利如有限公司 (賣方)

CONDITIONS OF SALE
出售條款

Note: Only the English version of the Conditions of Sale is available. The Tenderer please also complete Clauses 43 and 44 hereof before submission of tender.

註： 出售條款僅提供英文版本。另請投標者於投標前填寫第 43 條及第 44 條。

The Form of Tender (with the Tender Notice and these Conditions of Sale attached hereto) and the Vendor's acceptance of the Purchaser's tender given pursuant to paragraph 9 of the Tender Notice (the “**Notice of Acceptance**”) shall constitute a binding agreement made on the date of the Notice of Acceptance between the Vendor and the Purchaser for the sale and purchase of the Property (such agreement shall be referred to as the “**Agreement**”).

1. In this Agreement :-

“business day”	means a day – (i) that is not a Saturday, Sunday or public holiday; and (ii) on which banks are open for business in the Hong Kong Special Administrative Region.
“Deed of Mutual Covenant”	means the document registered in the Land Registry which defines the rights, interests and obligations of all or any of the co-owners of the land and the Development among themselves and incorporates a Management Agreement.
“Development”	means the development consisting of, inter alia: (i) a basement floor containing parking spaces; (ii) recreational facilities on ground floor and 1st floor; (iii) a pedestrian walkway on ground floor and 1st floor; and (iv) two residential towers containing the residential units that has been constructed or in the course of being constructed on the land known as “ MANOR HILL (海茵莊園) ”, No. 1 Shek Kok Road, Tseung Kwan O, New Territories.
“Government Grant”	means the Government Lease of the land deemed to have been issued under and by virtue of Section 14 of the Conveyancing and Property Ordinance (Cap.219) upon compliance with the terms and conditions contained in certain Agreement and Conditions of Exchange registered in the Land Registry as New Grant No.22470. The particulars of the said Conditions of Exchange are set out below:- (a) Date: 18 April 2017 (b) Parties: (1) Li Profit Limited; and (2) District Lands Officer, Sai Kung on behalf of the Chief Executive of the Hong Kong Special Administrative Region (c) Term: 50 years from 18 April 2017 expiring on 17 April 2067 (d) Lot Number: Tseung Kwan O Town Lot No.121
“land”	means all that piece or parcel of land known and registered in the Land Registry as Tseung Kwan O Town Lot No.121.
“office hours”	means the period beginning at 10 a.m. of a day and ending at 4:30 p.m. of the same day.
“Property”	means the Property as defined in the Form of Tender and is for identification purpose only shown on the floor plan attached hereto as Annex 3 and thereon coloured Pink.
“Purchaser”	means the successful tenderer whose tender in respect of the Property is accepted by the Vendor (whose name(s) and particulars are set out in the Form of Tender), and which for the purposes of this Agreement shall include his/her/their executors and administrators.
“Tender Notice”	means the Tender Notice annexed hereto.

“Vendor” means Li Profit Limited (利如有限公司), whose registered office is situate at 23rd Floor, Pioneer Centre, No.750 Nathan Road, Kowloon, Hong Kong (Business Registration Number 01917038).

“Vendor’s Solicitors” means Messrs. Baker & McKenzie.

2. In this Agreement :-

- (a) “saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);
- (b) the floor area of an item under clause 46(a) is calculated in accordance with section 8(3) of that Ordinance; and
- (c) the area of an item under clause 46(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

3. In this Agreement, if the context permits or requires, the singular number shall include the plural and the masculine gender shall include the feminine and the neuter.

4. Time is in every respect of the essence of this Agreement.

5. The Vendor shall sell and the Purchaser shall purchase the Property TOGETHER with the right in common with the Vendor or other person or persons claiming through, under or in trust for the Vendor to use for the purpose of access to and egress from the Property the lifts, entrance hall, staircases and landings in the Development and such of the passages in the Development intended for common use and serving the Property and the appurtenances thereto and TOGETHER with all rights of way (if any) and other rights and all privileges, easements and appurtenances thereunto belonging or appertaining AND all the estate, right, title, interest, property, claim and demand whatsoever of the Vendor in and to the Property EXCEPTING AND RESERVING unto the Vendor and its successors and assigns other than the Purchaser the right to the exclusive use, occupation and enjoyment of the whole of the Development SAVE AND EXCEPT :

- (a) the Property; and
- (b) such areas and facilities (if any) as may be designated as common areas or common parts and common facilities in the Deed of Mutual Covenant or are intended for common use.

6. The Purchase Price is HK\$ _____, which shall be paid by the Purchaser to the Vendor’s Solicitors as stakeholders in the manner as follows :-

- (a) Preliminary Deposit in the sum of HK\$ _____, which is equal to **5%** of the Purchase Price shall be paid upon signing of this Agreement (i.e. the date of the Notice of Acceptance).
- (b) Further Deposit in the sum of HK\$ _____, which is equal to **5%** of the Purchase Price shall be paid within **30 days** after signing of this Agreement (i.e. the date of the Notice of Acceptance).
- (c) Balance of Purchase Price in the sum of HK\$ _____, which is equal to **90%** of the Purchase Price shall be paid within **90 days / 360 days** ^ after signing of this Agreement (i.e. the date of the Notice of Acceptance).

Remark: The above amounts will be completed by the Vendor in accordance with the terms of payment chosen by the Purchaser and accepted by the Vendor.

備註：上述金額將由賣方按照買方選擇及賣方接納之支付條款填寫。

7. Pursuant to paragraph 10 of the Tender Notice, if a tender is accepted, the cashier’s order(s) in a (total) sum which constitutes 5% of the Purchase Price submitted along with Form of Tender (with Tender Notice and these Conditions attached thereto) will be treated as preliminary deposit payable by the Purchaser.

8. The sale and purchase shall be completed at the office of the Vendor’s Solicitors during office hours on or before _____ (i.e. within **90 days/ 360 days** ^ after signing of this Agreement).

^Delete if not applicable.

如不適用者請刪去。

Remark: The above date will be completed by the Vendor.

備註：上述日期將由賣方填寫。

- 9. (a) On completion of the sale and purchase, the Vendor and all other necessary parties (if any) will execute a proper assurance of the Property to the Purchaser or the Purchaser’s nominee or sub-purchaser free from incumbrances but subject to Government Grant .
- (b) There shall be incorporated in the subsequent Assignment the covenants in substantially the following terms:-
 - “1. The Purchaser hereby further covenants with the Vendor to the intent that the burden of the following covenants

shall be annexed to the Property and be binding on the Purchaser his executors administrators successors in title and assigns that the Purchaser and all persons deriving title from the Purchaser shall :-

- (a) pay all stamp duty or additional stamp duty or further stamp duty or penalty due and payable on or relating to this sale and purchase, or special stamp duty chargeable under the Stamp Duty Ordinance, as may be now or hereafter assessed by the Government of the Hong Kong Special Administrative Region (collectively “**the Stamp Duty**”);
- (b) indemnify and keep the Vendor indemnified against any loss or damage suffered by the Vendor resulting from the delay or default in payment of the Stamp Duty; and
- (c) pay or repay to the Vendor or reimburse the Vendor with the amount of the Stamp Duty paid or advanced by the Vendor on behalf of the Purchaser in the event of default in payment by the Purchaser of the Stamp Duty together with interest thereon at the rate of 4% per annum above the prime rate quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time calculated from the date of payment by the Vendor to the date of payment or repayment or reimbursement by the Purchaser of such amount together with all legal costs, disbursements and fees incurred by the Vendor in securing recovery of all amounts of the Stamp Duty so paid by the Vendor on behalf of the Purchaser on a full indemnity basis.

2. The Purchaser hereby further covenants with the Vendor for itself and as agent of each of Li Profit Limited (利如有限公司) and its successors, assigns and attorneys (collectively referred to as the “**Relevant Owners**” and each is individually referred to as a “**Relevant Owner**”) to the intent that this covenant shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression the “**Covenanting Purchaser**”) and shall enure for the benefit of the Land (as hereinafter defined) and the Development (as hereinafter defined) and be enforceable by the Vendor and each Relevant Owner that:-

- (a) the Covenanting Purchaser will notify the Manager (as defined in the Deed of Mutual Covenant) in writing of any change of ownership of the Property within one month from the date of the Assignment in respect thereof;
- (b) the Covenanting Purchaser hereby acknowledges and confirms the rights conferred by Clause 5.1 and Schedule 6 of the Deed of Mutual Covenant (collectively, the “**Additional Rights**” and each an “**Additional Right**”) and hereby covenants not to do or permit to be done anything which will affect the exercise of the Additional Rights by a person lawfully entitled to exercise them;
- (c) the Covenanting Purchaser hereby irrevocably appoints each Relevant Owner to be its agent and attorney and grants to each Relevant Owner, with full power of delegation, the full right, power and authority acting singly to do all things and to execute as its own act such deeds and to sign such documents as may be reasonably required for or incidental to the exercise of the Additional Rights granted to the Relevant Owner. If the Relevant Owner comprises more than one person, the Covenanting Purchaser hereby appoints such persons (such appointment shall be joint and several so that each of such persons may act singly or jointly with the other(s)) as its agents and attorneys and grants to such persons, with full power of delegation, the full right, power and authority, whether acting singly or jointly with the other or any or all of the others to do all things and to execute, as the act of any of such person or the joint act of such person and the others or any or all of the others, as the case may be, such deeds and to sign such documents as may be reasonably required for or incidental to the exercise of the said rights;
- (d) the Covenanting Purchaser shall abide by the provisions in the Deed of Mutual Covenant to be observed and performed by an Owner (as defined in the Deed of Mutual Covenant);
- (e) the Covenanting Purchaser will at all times hereafter perform observe and comply with all the covenants by or on the part of the Purchaser contained in this Assignment; and
- (f) in the event of the Covenanting Purchaser selling or otherwise disposing of the Property, the Covenanting Purchaser shall sell or otherwise dispose of the Property upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (a), (b), (c), (d) and (e) and this covenant (f) hereinbefore contained;

Provided That upon the Covenanting Purchaser complying with and performing the covenant (f) hereinbefore contained the Covenanting Purchaser shall not be liable for any breach of the aforesaid covenants (a), (b), (c), (d) and (e) which may happen after the Covenanting Purchaser shall have sold or otherwise disposed of the Property in respect whereof such purchaser or assignee shall have entered into such covenants similar in scope and extent as the covenants (a), (b), (c), (d), (e) and (f) as aforesaid.”

10. The rents and profits shall be received and all outgoings shall be discharged by the Vendor up to and inclusive of the actual day of completion, and as from but exclusive of that day all outgoings shall be discharged by the Purchaser. All such rents, profits and outgoings shall, if necessary, be apportioned between the Vendor and the Purchaser and paid on completion.
11. (1) The Property is sold subject to and with the benefit of the Government Grant, for the term of years created by or absolutely (as the case may be) and with any right of renewal granted by the Government Grant and subject to all easements (if any) subsisting in the Government Grant.
- (2) No error, mis-statement or mis-description shall cancel the sale nor shall any compensation be allowed in respect of such error, mis-statement or mis-description save as otherwise provided in this Agreement and except where such error, mis-statement or mis-description relates to a matter materially and adversely affecting the value or user of the Property.
12. (a) The Purchaser shall at any time before completion of the sale and purchase be at liberty to :-
 - (i) subject to sub-clause (b) hereof, sub-sell the Property without any interference or charges by the Vendor or anyone claiming under or through the Vendor;
 - (ii) charge, mortgage or assign the benefit of this Agreement Provided Always that notice in writing of any such charge, mortgage or assignment is given to the Vendor or his solicitors;
 - (iii) instruct any firm of solicitors of his choice to act for him in this Agreement and/or the subsequent Assignment to the Purchaser; in which event, each party shall pay its own solicitors' costs of and incidental to this Agreement and/or the subsequent Assignment to the Purchaser (including all legal costs and disbursements of or incidental to the preparation, completion, stamping and registration of this Agreement and the subsequent Assignment).
- (b) The Purchaser hereby covenants with the Vendor that in the event that the Purchaser sub-sells the Property or transfers the benefit of this Agreement in any manner whatsoever and whether by written or unwritten agreement before the completion hereof, the Purchaser will procure from the sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whomsoever a covenant in the sub-sale Agreement for Sale and Purchase or impose a binding obligation in such other agreement to the effect that such sub-purchaser or other transferee whomsoever shall (i) disclose, by setting out at length in the sub-sale Agreement for Sale and Purchase or other agreement whatsoever, full details (including identity card numbers and full addresses) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration including any commission, reservation or agents fee or any other amount which any of the parties knows has been paid or given over to any person in addition to the consideration payable to the Vendor for the assignment and (ii) will procure from any subsequent sub-purchaser or other transferee a covenant, in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement, having similar effect as this sub-clause (b).
13. (1) All legal costs and disbursements of and incidental to the preparation, completion, stamping and registration of this Agreement and the subsequent Assignment to the Purchaser shall be borne and paid by the Purchaser, and:-
 - (a) if the Purchaser shall request the Vendor to execute more than one assignment in respect of the Property the Purchaser shall on completion pay the additional costs charged by the Vendor's Solicitors for their approval;
 - (b) if the Purchaser shall request the Vendor to assign the Property to his nominee or sub-purchaser the Purchaser shall on completion pay the additional costs charged by the Vendor's Solicitors for the perusal of any instrument of Nomination or Sub-Sale Agreement; and
 - (c) if the consideration mentioned in the subsequent assignment shall be higher than the purchase price mentioned herein then all extra costs charged by the Vendor's Solicitors by reference to half of the scale charge applicable to the assignment(s) under Part 1 of the First Schedule to the Solicitors (General) Costs Rules based on the consideration of whichever is the higher of the purchase price of the Property under this Agreement and the consideration expressed in the assignment(s) shall be borne by the Purchaser and paid on completion.
- (2) All registration fees payable on this Agreement (if any) and the Assignment shall be borne and paid by the Purchaser.
- (3) The ad valorem stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the Purchaser.
- (4) The special stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the Purchaser.
- (5) The buyer's stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the Purchaser.
- (6) The professional fees for the plan(s) to be annexed to this Agreement and the Assignment shall be borne and paid by

the Purchaser.

- (7) The Purchaser shall, within the period prescribed by the Stamp Duty Ordinance, cause all the said instruments to be stamped with all stamp duty payable thereon, and shall, upon request by the Vendor, also provide the Vendor with certified copies thereof so stamped or endorsed.
 - (8) The Purchaser shall indemnify and keep the Vendor indemnified against any loss or damages suffered and expenses fees and charges incurred by the Vendor resulting from any breach of this clause 13 (including without limitation failure of or delay in payment of all and any of the stamp duty) by the Purchaser.
 - (9) The costs of and incidental to the preparation and delivery to the Purchaser of certified copies of documents in the Vendor's possession relating as well to the Property as to other properties retained by the Vendor shall be borne and paid by the Purchaser.
 - (10) Notwithstanding anything provided herein to the contrary, the provisions of this clause 13 shall survive completion.
14. The Vendor warrants :-
- (a) that the fittings, finishes and appliances as set out in Annex 1 to this Agreement will be incorporated into the Property;
 - (b) that the Property will be as shown on the plan(s) attached to this Agreement and the measurements of the Property will be those set out in clause 46; and
 - (c) that the Vendor shall provide the communal and recreational facilities as set out in clause 47.
15. (a) The Vendor's Solicitors are the Vendor's agents for the purposes of receiving all moneys payable to the Vendor pursuant to this Agreement including the balance of the purchase money payable upon completion.
- (b) The Vendor declares that the payment to such agents of any deposit, instalments of the purchase moneys (if any) and the balance thereof shall be a full and sufficient discharge of the Purchaser's obligations under this Agreement.
- (c) The Vendor may revoke the authority of the agents and appoint other solicitors as agents in their place. No such revocation shall be valid unless it :-
- (i) is in writing addressed to the Purchaser; and
 - (ii) is delivered to the Purchaser or his solicitors, at least seven clear days prior to completion; and
 - (iii) specifically identifies this Agreement.
16. The Vendor shall incorporate into the Property the fittings, finishes and appliances as follows :-
- Please refer to Annex 1 to this Agreement.
17. This Agreement shall be registered in the Land Registry within 1 month after the date of this Agreement.
18. The Vendor shall not after the execution of this Agreement enter into any further mortgage or charge of the Property or any other part of the land or the Development.
19. If and so long as there is a mortgage of or charge on the Property, any part of the Purchase Price shall be paid to the Vendor's Solicitors as stakeholders and shall be applied by them only for the purpose of obtaining reassignment/release of the Property unless a sufficient sum is held to obtain such reassignment/release in which case the Vendor's Solicitors may release to the Vendor the amount of excess over and above the sum sufficient to discharge the mortgage or charge.
20. In respect of each payment of the purchase price or any part of the purchase price required to be made under this Agreement, the Purchaser shall deliver to the Vendor's Solicitors on the date on which such payment is required to be made a cashier order issued or a cheque certified good for payment by a licensed bank in Hong Kong in favour of the Vendor's Solicitors for the relevant amount.
21. Without prejudice to any other remedy under this Agreement, the Vendor is entitled to demand and receive payment of interest on the amount of any part of the purchase price not paid on its due date at the rate 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time calculated from the date on which the same ought to have been paid by the Purchaser to the date of actual payment.
22. (a) The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the

Purchaser within 6 months after the date of completion of the sale and purchase under clause 8 remedy any defects to the Property, or the fittings, finishes or appliances as set out in Annex 1 to this Agreement, caused otherwise than by the act or neglect of the Purchaser. The provisions of this Clause are without prejudice to any other rights or remedies that the Purchaser may have at common law or otherwise.

- (b) The Vendor undertakes with the Purchaser to use its best endeavours to enforce all defects and maintenance obligations under all contracts relating to the construction of the Development in so far as such defects relate to or affect the Property or the common areas or common parts and common facilities of the Development.
23. (a) Subject to sub-clause (d) below and 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.
- (b) The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.
 - (c) The Vendor shall at his own expense show a good title to the Property and produce to the Purchaser for his perusal such certified or other copies of any deeds or documents of title, wills and matters of public record as may be necessary to complete such title. The costs of verifying the title, including search fees, shall be borne by the Purchaser who shall also, if the Purchaser requires certified copies of any documents in the Vendor's possession relating to other property retained by the Vendor as well as to the Property, pay the cost of such certified copies.
 - (d) If the Purchaser makes and insists on any objection or requisition in respect of the title or otherwise which the Vendor is unable or (on the ground of difficulty, delay or expense or on any other reasonable ground) unwilling to remove or comply with, the Vendor is, notwithstanding any previous negotiation or litigation, at liberty to cancel the sale on giving to the Purchaser or his Solicitors at least 14 days' notice in writing to that effect, in which case unless the objection or requisition is in the meantime withdrawn, the sale is cancelled on the expiry of such notice and the Purchaser is entitled to a return of the deposit and other sums of money already paid but without interest, costs or compensation.
 - (e) Such of the documents of title as relate exclusively to the Property will be delivered to the Purchaser. All other documents of title in the possession of the Vendor will be retained by the Vendor who shall, if so required on the completion of the sale and purchase, give to the Purchaser a covenant for the safe custody of the documents and for production and delivery of copies of those documents at the expense of the Purchaser, such covenant to be prepared by the Purchaser.
 - (f) The provision of clause 23(e) shall survive completion of the sale and purchase by the Assignment.
24. (a) Should the Purchaser fail to observe or comply with any of the terms and conditions contained in this Agreement or to make the payments in accordance with clause 6 or any interest payable under this Agreement within 7 days after the due date, the Vendor may give to the Purchaser notice in writing calling upon the Purchaser to make good his default. If the Purchaser fails within 21 days after the date of service of such notice fully to make good his default, the Vendor may by a further notice in writing forthwith determine this Agreement and in such event :-
- (a) all sums paid by the Purchaser up to 10% of the purchase price by way of deposit shall be forfeited to the Vendor; and
 - (b) where the Purchaser has entered into possession of the Property, the Vendor is entitled to re-enter upon the Property and repossess the same free from any right or interest of the Purchaser in the Property and to receive from the Purchaser as occupation fee a sum equal to interest at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time on the unpaid balance of the purchase price for the period during which the Purchaser was in occupation.
- (b) Upon determination of this Agreement pursuant to sub-clause (a), the Vendor may resell the Property either by public auction or private contract subject to such stipulations as the Vendor may think fit and any increase in price on a resale shall belong to the Vendor. On a resale, any deficiency in price shall be made good and all expenses attending such resale shall be borne by the Purchaser and such deficiency and expenses shall be recoverable by the Vendor as and for liquidated damages Provided That the Purchaser shall not be called upon to bear such deficiency or expenses unless the Property is resold within 6 months after the determination of this Agreement.
 - (c) Nothing in this Agreement shall be construed as to prevent the Vendor from bringing an action and obtaining a decree for specific performance of this Agreement either in lieu of the aforesaid damages or in addition to such damages as the Vendor may have sustained by reason of the breach of this Agreement by the Purchaser.
 - (d) On the Vendor exercising its right of determination or rescission to determine and/or rescind and/or annul the sale and purchase of the Property, the Vendor shall have the right, if this Agreement shall have been registered in the Land

Registry, to register in the Land Registry an instrument signed by the Vendor alone to determine and/or rescind and/or annul the sale and purchase of the Property (which shall be sufficient to rescind and/or annul the sale and purchase of the Property) and to vacate the registration of this Agreement and on the signing of the said instrument by the Vendor, the Purchaser shall be deemed to have been divested of any interest in the Property under this Agreement. Upon registration of such an instrument in the Land Registry, a tenant, purchaser, mortgagee or any other person dealing with the Vendor shall not be bound to see or enquire whether the Vendor was entitled to terminate and/or rescind and/or annul this Agreement and so far as regards the safety and protection of any such tenant, purchaser, mortgagee or any other person this Agreement shall be deemed to have been duly terminated and/or rescinded and/or annulled and the remedy (if any) of the Purchaser against the Vendor shall be in damages only. If the Purchaser shall have entered into possession of the Property, he shall forthwith deliver up possession of the Property to the Vendor.

25. In the event of the Vendor failing to complete the sale in accordance with the terms and conditions of this Agreement, it shall not be necessary for the Purchaser to tender an Assignment to the Vendor for execution before taking proceedings to enforce specific performance of this Agreement.
26. (a) The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
- (b) It is hereby certified that the transaction effected by this Agreement 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\$_____.

Remark: The above amount will be completed by the Vendor.

備註：上述金額將由賣方填寫。

27. For the purpose of section 29B(1) and 29B(5) of the Stamp Duty Ordinance (Cap.117), the matters to be specified are as set out in Annex 2 to this Agreement.
28. The agreed consideration for the conveyance on sale in respect of the Property is set out in clause 6 of this Agreement.
29. The Purchaser shall inform the Vendor forthwith in writing of any change in correspondence address or telephone number.
30. Any notice required to be given under this Agreement :-
- (a) is deemed to have been validly given to a party if :-
- (i) the notice is addressed to the party; and
- (ii) the notice is sent by ordinary prepaid post to :-
- (A) the party's address stated in this Agreement; or
- (B) the party's last known address (where a notification of change of address has previously been given to the other party or the other party's solicitors); and
- (b) is deemed to have been served on the second business day after the date of posting.
31. If any date stipulated for payment in this Agreement or the day on which completion of the sale and purchase is to take place as provided in this Agreement falls on a day that is not a business day or on a day on which Typhoon Signal No.8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m., such date for payment or completion of the sale and purchase is automatically postponed to the immediately following day that is a business day and on which no Typhoon Signal No.8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m.
32. This Agreement is a binding agreement.
33. This Agreement is not preceded by any unwritten sale agreement or agreement for sale made between the same parties hereto and on the same terms and conditions hereof.
34. The Property is sold on as "as is" basis. If the Property was available for viewing by the Purchaser prior to the signing of this Agreement, then subject to clauses 14, 16 and 47 and (if applicable) clause 48, the Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand. The Purchaser acknowledges and hereby confirms that he is fully satisfied with the state and condition of the Property and will accept the same upon completion.
35. (a) Subject as mentioned in this Agreement, the Purchaser is, on completion of the sale and purchase, entitled to vacant

possession of the Property, all outgoings including Government rent, rates and management fees up to and inclusive of the completion date being paid by the Vendor.

(b) Before the Purchaser is entitled to possession of the Property the Purchaser shall:-

- (i) reimburse the Vendor a due proportion of any deposits paid by the Vendor for the supply of water, electricity and gas (if any) to the common areas or common parts of the Development; and
- (ii) pay to the Vendor or the manager of the Development all the management fee deposits, capital or special or reserve funds payments or contributions, debris removal fees, advance payments of management fees and other deposit(s) and payment(s) which are payable in respect of the Property under the Deed of Mutual Covenant.

Provided That if any of the deposit(s), payment(s), contribution(s) or fee(s) mentioned in (i) or (ii) above has already been paid by the Vendor to the manager of the Development, the payment(s) concerned shall be reimbursed by the Purchaser to the Vendor (instead of being paid to the manager of the Development) upon completion of the sale and purchase of the Property, whether or not such deposit(s), payment(s), contribution(s) or fee(s) is transferable or refundable under the Deed of Mutual Covenant.

36. (a) Immediately after the signing of this Agreement, the Property shall as between the Vendor and the Purchaser be at the Purchaser's risk. The Purchaser is hereby advised to take out proper insurance coverage on the Property for his own protection and benefit.
- (b) As from the date of this Agreement, the Vendor shall hold in trust for the Purchaser the benefit of any existing policy of insurance relating to the Property.
- (c) The Vendor does not warrant that any or any adequate policy of insurance exists relating to the Property or, if any such policy exists, that it will be renewed on expiration.
- (d) The Vendor shall, if required, and at the expense of the Purchaser obtain or consent to an endorsement of notice of the Purchaser's interest on the policy of insurance relating to the Property and in such case the Vendor (keeping such policy in force) may require the Purchaser to pay on completion a proportionate part of the premium from the date of this Agreement.
37. In the event of the winding-up (whether voluntary or otherwise) or dissolution of the Vendor, the benefit and rights of and in all warranties and guarantees under all contracts relating to the construction of the Development shall be assigned by the Vendor to the Owners' Corporation incorporated under the Building Management Ordinance (Cap.344) or if no such corporation exists to the manager of the Development for the time being to be held in trust for the Purchaser and all other purchasers of units in the Development.
38. The Property is sold subject to and with the benefit of a Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No.22111701780032.
39. The Purchaser shall pay to the Vendor's Solicitors a due proportion of the costs of and incidental to the preparation stamping registration and completion of the above mentioned Deed of Mutual Covenant and Management Agreement or the entire costs of a certified copy thereof in accordance with the scale of costs prescribed in the Solicitors (General) Costs Rules.
40. If the Property under this Agreement consists of a residential unit as well as any parking space(s), such property shall be covered by one single subsequent assignment.
41. The Vendor reserves the right to rectify any errors and omissions in the calculation of Purchase Price and the payment terms of the Property.
42. Clauses 14, 16, 22, 37 and 47 will survive completion of the sale and purchase by the Assignment.
43. The Purchaser hereby confirms that (please select one of the following) :-
- ☐ the Vendor has made the Property available for viewing by the Purchaser prior to the signing of this Agreement and the Purchaser has viewed the Property prior to the signing of this Agreement.
 - ☐ the Vendor has made the Property available for viewing by the Purchaser prior to the signing of this Agreement. However, the Purchaser decided not to view the Property prior to the signing of this Agreement after due consideration and in pursuance of its own free will and choice.
 - ☐ it is not reasonably practicable for the Property or any comparable residential property to be viewed by the Purchaser and the Purchaser hereby agrees that the Vendor is not required to make the Property or any comparable residential

property available for viewing by the Purchaser before the Property is sold to the Purchaser.

44. The Purchaser hereby makes the following declaration (please select one of the following) :-

☐ The Purchaser is a related party* of the Vendor.

☐ The Purchaser is not a related party* of the Vendor.

* A person is a related party to the Vendor if the person is (i) a director of the Vendor, or a parent, spouse or child of such a director; (ii) a manager of the Vendor; (iii) a private company of which such a director, parent, spouse, child or manager is a director or shareholder; (iv) an associate corporation or holding company of the Vendor; (v) a director of such an associate corporation or holding company or a parent, spouse or child of such a director; or (vi) a manager of such an associate corporation or holding company.

Remarks:

“**holding company of the Vendor**” means Kowloon Development Company Limited and Fulleagle Limited

“**associate corporation**” in relation to a corporation or specified body, means –

(a) a subsidiary of the corporation or specified body; or

(b) a subsidiary of a holding company of the corporation or specified body;

“**manager**” has the meaning given by section 2(1) of the Companies Ordinance (Cap.622);

“**private company**” has the meaning given by section 11 of the Companies Ordinance (Cap.622); and

“**subsidiary**” means a subsidiary within the meaning of the Companies Ordinance (Cap.622).

Remark: The Tenderer shall complete Clauses 43 and 44 by ticking the appropriate boxes.

備註： 投標者須剔選適當的方格以完成第 43 條及第 44 條。

45. This Agreement may be rescinded by agreement of the parties hereto without the consent of any person who is not a party to this Agreement and section 6(1) of the Contracts (Rights of Third Parties) Ordinance (Cap. 623) shall not apply to this Agreement. For the purpose of section 6(4) of that Ordinance, the Vendor agrees to give as soon as practicable notice of this Clause –

(1) to the Owners’ Corporation incorporated under the Building Management Ordinance (Cap. 344);

(2) if no Owners’ Corporation exists, to the manager of the Development; and

(3) if no manager has been appointed, to the manager as and when it is appointed and also to the Owners’ Corporation as and when it is incorporated.

46. The measurements of the Property are as follows :-

(a) the saleable area of the Property is _____square metres/_____square feet *[of which-]

*[_____square metres/_____square feet is the floor area of the balcony];

*[_____square metres/_____square feet is the floor area of the utility platform];

*[_____square metres/_____square feet is the floor area of the verandah]; and

(b) other measurements are -

*[the area of the air-conditioning plant room is _____square metres/_____square feet];

*[the area of the bay window is _____square metres/_____square feet];

*[the area of the cockloft is _____square metres/_____square feet];

*[the area of the flat roof is _____square metres/_____square feet];

*[the area of the garden is _____square metres/_____square feet];

*[the area of the parking space is _____square metres/_____square feet];

*[the area of the roof is _____square metres/_____square feet];

*[the area of the stairhood is _____square metres/_____square feet];

*[the area of the terrace is _____square metres/_____square feet];

*[the area of the yard is _____square metres/_____square feet].

* **Delete as appropriate**

47. The communal and recreational facilities are as follows :-

- Function Rooms
- Female Changing Facilities
- Male Changing Facilities
- Saunas

- Gymnasium
- Yoga Room
- Ball Court
- Table-Tennis Room
- Music Rooms
- Reading Room
- Children Play Area
- Outdoor Children Play Area
- Outdoor Swimming Pool

- [48. (1) The Purchaser shall enter into a licence agreement of the Property for its pre-completion occupation of the Property (the “Licence Agreement”) at such time as the Vendor may require (in such form and substance as the Vendor may prescribe and the Purchaser shall not request any amendment thereto).
- (2) Any breach or non-performance of the Licence Agreement by the Purchaser (including without limitation the failure to pay any licence fee or other amount required by the Licence Agreement on time) shall be deemed to be a failure to observe or comply with any of the terms and conditions contained in this Agreement by the Purchaser.
- (3) While under clause 34 the Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand, after the entering into of the Licence Agreement, the Purchaser agrees to take the physical condition of the Property and the fittings, finishes and appliances therein as they stand as at the expiration or termination of the Licence Agreement upon the completion of the sale and purchase of the Property.]

Remark: Clause 48 is only applicable if the Tenderer has chosen “360 Occupy-Then-Pay Benefit”. Delete if not applicable.
備註： 第 48 條僅在投標者選擇「360 先住後付優惠」時適用。如不適用者請刪去。

Annex 1 : Fittings, Finishes and Appliances

Exterior Finishes

外部裝修物料

1. Window

窗

Frame: Fluorocarbon coated aluminium frame.

窗框: 氟碳噴漆鋁框。

Glass: Insulated glazing unit (IGU) with low-e coating glass, but in the case of window in a bathroom, tinted acid etched glass.

玻璃: 採用雙層中空低幅射鍍膜玻璃。唯浴室窗戶則採用有色酸蝕玻璃。

2. Balcony

露台

Balcony is installed with laminated tempered glass with aluminium railing, post and copping.

露台裝有夾層鋼化玻璃連鋁質欄杆、企棟及頂冚。

Floor: Tiles.

地台: 瓷磚。

Ceiling: Aluminium ceiling panel with louvre.

天花板: 鋁質天花板及百葉。

Wall : Tiles.

牆: 瓷磚。

All balconies are covered.

所有露台有蓋。

Interior Finishes

室內裝修物料

1. Internal Wall and Ceiling

內牆及天花板

Living room and dining room (Except Flat C3 on 18/F of Tower 2):

客廳及飯廳(第 2 座 18 樓 C3 室除外):

Wall: Emulsion paint where exposed.

牆壁: 外露牆身髹乳膠漆。

Ceiling: Ceiling finished with emulsion paint where exposed and gypsum board bulkhead finished with emulsion paint.

天花板: 外露天花板髹乳膠漆及石膏板假陣髹乳膠漆。

Living room and dining room (For Flat C3 on 18/F of Tower 2 only):

客廳及飯廳(只限第 2 座 18 樓 C3 室):

Wall: Emulsion paint, wall fabric and metal where exposed.

牆壁: 外露牆身髹乳膠漆並配牆布及金屬。

Ceiling: Ceiling with cornice finished with emulsion paint where exposed and gypsum board bulkhead finished with emulsion paint and metal.

天花板: 外露天花板連天花線髹乳膠漆及石膏板假陣髹乳膠漆並配金屬。

Bedroom:

睡房:

Wall: Emulsion paint where exposed.

牆壁: 外露牆身髹乳膠漆。

Ceiling: Ceiling finished with emulsion paint where exposed and gypsum board bulkhead finished with emulsion paint.

天花板: 外露天花板髹乳膠漆及石膏板假陣髹乳膠漆。

2. Internal Floor

內部地板

Living room, dining room and bedroom:

客廳、飯廳及睡房:

Floor: Engineered timber flooring. Artificial stone border along edge of floor adjoining door to balcony, door to utility platform and door to flat roof.

地板: 複合木地板。沿通往露台門戶、沿通往工作平台門戶及沿通往平台門戶之地台圍邊部份鋪砌人造石材。

Skirting: Engineered timber.

牆腳線: 複合木。

3. Bathroom

浴室

Wall: Porcelain tiles where exposed up to false ceiling.

牆壁: 外露部分砌瓷磚至假天花高度。

Floor: Porcelain tiles where exposed.

地板: 外露部分砌瓷磚。

Ceiling: Gypsum board false ceiling finished with metal decorative strips and emulsion paint.

天花板: 髹乳膠漆及裝設金屬飾條之石膏板假天花。

4. Kitchen

廚房

Wall: Solid surface material, glass and metal (Open Kitchen)/ porcelain tiles and emulsion paint (Kitchen) where exposed up to false ceiling.

牆壁: 外露部分鋪砌實心面材、玻璃及金屬(開放式廚房) / 砌瓷磚及髹乳膠漆至假天花高度(廚房)。

Floor: Engineered timber flooring and artificial stone (open kitchen)/ porcelain tiles (kitchen) where exposed.

地板: 外露部分鋪砌複合木地板及人造石材(開放式廚房) / 瓷磚(廚房)。

Ceiling: Gypsum board false ceiling finished with emulsion paint.

天花板: 髹乳膠漆之石膏板假天花。

Cooking Bench: Solid surface material.

灶台: 實心台面。

Interior Fittings

室內裝置

1. Door

門

(a) Unit main entrance door:

單位主入口門:

Solid core fire rated timber door with wood veneer and fingerprint door lock, concealed door closer, video doorbell, smoke seal, door hinges, door chain and door stopper.

實心防火木門連木皮飾面配指紋門鎖、暗藏氣鼓、視像門鈴、防煙條、門鉸、防盜鏈及門擋。

(b) Door to balcony/ flat roof (except flat roofs of Flats A6 & B6 on 37/F of Tower 1):

通往露台/平台 (第 1 座 37 樓 A6 及 B6 單位平台除外) 的門:

Aluminium frame with glass sliding door fitted with lockset.

鋁質框鑲玻璃趟門配門鎖。

(c) Utility platform door:

工作平台門:

Aluminium frame with glass door fitted with lockset.

鋁質框鑲玻璃門配門鎖。

- (d) Door to flat roof of Flat A6 or B6 on 37/F of Tower 1 (from Living Room and Dining Room):
通往第 1 座 37 樓 A6 或 B6 單位平台的門(由客廳及飯廳):
Aluminium frame with glass bi-folding door fitted with lockset.
鋁質框鑲玻璃雙摺門配門鎖。
- (e) Door to flat roof of Flat A6 or B6 on 37/F of Tower 1 (from Master Bedroom):
通往第 1 座 37 樓 A6 或 B6 單位平台的門(由主人睡房):
Aluminium frame with glass door fitted with lockset.
鋁質框鑲玻璃門配門鎖。
- (f) Roof door:
天台門:
Metal gate fitted with padlock.
金屬閘配掛鎖。
- (g) Master Bedroom and Bedroom door:
主人睡房及睡房門:
Hollow core timber door with wood veneer and fitted with lockset and door hinges.
空心木門連木皮飾面配門鎖及門鉸。
- (h) Kitchen door (except open kitchen):
廚房門 (開放式廚房除外):
Solid core fire rated timber door with wood veneer and fire rated glass vision panel, fitted with lockset and door hinges.
實心防火木門連木皮飾面及防火玻璃視覺面板配門鎖及門鉸。
- (i) Master bathroom/ bathroom door:
主人浴室/浴室門:
Hollow core timber door with wood veneer, fitted with lockset, door hinges and timber louver.
空心木門連木皮飾面配門鎖、門鉸及木百葉。
- (j) Store room door:
儲物房門:
Hollow core timber sliding door with wood veneer and fitted with lockset.
空心木趟門連木皮飾面配門鎖。
- (k) Utility room door:
工作間門:
Hollow core timber sliding door with wood veneer and fitted with lockset.
空心木趟門連木皮飾面配門鎖。

2. Bathroom

浴室

Vanity cabinet finished with timber veneer, plastic laminate and metal with solid surface countertop. Mirror cabinet finished with mirror, wood veneer, metal and glass

面盆櫃連木皮飾面、塑料夾層板及金屬配實心台面。鏡櫃配鏡子、木皮飾面、金屬及玻璃。

Bathing facilities include clear tempered glass shower cubicle with chrome plated shower mixer, shower set and pull knob. (Not applicable to master bathroom in Flats A6 & B6 on 37/F and 38/F of Tower 1)

沐浴設施包括強化清玻璃淋浴間配有鍍鉻淋浴龍頭、花灑套裝和拉手。(不適用於第 1 座 37 樓及 38 樓 A6 及 B6 單位的主人浴室)

Pressed steel bathtub (Size: 1500mmL x 700mmW x 420mmH) with metal curtain rod, chrome plated bathtub mixer and shower set. (For master bathroom in Flats A6 & B6 on 37/F and 38/F of Tower 1 only)

模壓鐵浴缸 (呎吋：1500 毫米長 x 700 毫米闊 x 420 毫米高) 配以金屬浴簾路道、鍍鉻浴缸水龍頭及花灑套裝。
(僅限於第 1 座 37 樓及 38 樓 A6 及 B6 單位的主人浴室)

Sanitary wares include vitreous china wash basin and water closet and chrome plated basin mixer, shower mixer, hand shower, robe hook and toilet paper holder.

潔具包括搪瓷洗手盆及座廁及鍍鉻洗手盆水龍頭、淋浴水龍頭、花灑、掛勾及廁紙架。

3. Kitchen

廚房

Wooden kitchen cabinet finished with plastic laminate and solid surface portal, with stainless steel sink (or monolithic solid surface sink for Flats A6 & B6 on 37/F and 38/F of Tower 1) and chrome plated mixer.

木製廚櫃配膠板及實心面板材料框邊，連不銹鋼洗滌盆 (或第 1 座 37 樓及 38 樓 A6 及 B6 單位則為實心台面一體形成洗滌盤) 及鍍鉻水龍頭。

4. Telephone

電話

Telephone outlets are provided.

裝設有電話接駁點。

5. Aerials

天線

TV outlets are provided.

裝設有電視插座。

6. Electrical installations

電力裝置

Conduits and three-phase electricity supply with miniature circuit breaker distribution board are provided for each flat.

每戶均附有導管及三相電力並裝有微型斷路器。

7. Washing machine connection point

洗衣機接駁點

Water point of a design of 22mm in diameter and drain point of design of 40mm in diameter are provided for washing machine.

設有洗衣機來水接駁喉位 (其設計為直徑 22 毫米) 及去水接駁喉位 (其設計為直徑 40 毫米)。

8. Water supply

供水

Copper pipes with thermal insulation for both hot and cold water are provided.

設有隔熱保護之冷熱水銅喉。

Appliances

設備

- Electric Induction Hob
- Electric Cooker Hood
- Electric Microwave

(Except the flats below:

Flats A8 & B8 on 2/F - 3/F, 5/F - 12/F,

15/F - 23/F, 25/F - 33/F and 35/F - 36/F of Tower 1

Flats A6 & B6 on 37/F and 38/F of Tower 1

Flats A8 & D9 on 1/F - 3/F, 5/F - 12/F, 15/F - 23/F,

25/F - 33/F and 35/F - 38/F of Tower 2)

- 2 in 1 Washer Dryer
- Refrigerator
- Thermo Ventilator
- Electric Water Heater
- Air-conditioner
- Video Door Phone
- Steam Oven

(For below flats only:

Flats A8 & B8 on 2/F - 3/F, 5/F - 12/F,

15/F - 23/F, 25/F - 33/F and 35/F - 36/F of Tower 1

Flats A6 & B6 on 37/F and 38/F of Tower 1

Flats A8 & D9 on 1/F - 3/F, 5/F - 12/F, 15/F - 23/F,

25/F - 33/F and 35/F - 38/F of Tower 2)

- Wine Cellar

(For below flats only:

Flats A6 & B6 on 37/F and 38/F of Tower 1)

- Ventilation Fan

(For below flats only:

Flats A6 & B6 on 37/F and 38/F of Tower 1)

- Television

(For below flat only:

Flat C3 on 18/F of Tower 2)

電磁煮食爐

電抽油煙機

電微波爐

(以下單位除外:

第 1 座 2 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓、

25 樓至 33 樓及 35 樓至 36 樓 A8 及 B8 單位

第 1 座 37 樓及 38 樓 A6 及 B6 單位

第 2 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓

25 樓至 33 樓及 35 樓至 38 樓 A8 及 D9 單位)

二合一洗衣乾衣機

雪櫃

浴室換氣暖風機

電熱水爐

冷氣機

視像對講機

蒸焗爐

(僅限於以下單位:

第 1 座 2 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓、

25 樓至 33 樓及 35 樓至 36 樓 A8 及 B8 單位

第 1 座 37 樓及 38 樓 A6 及 B6 單位

第 2 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓

25 樓至 33 樓及 35 樓至 38 樓 A8 及 D9 單位)

紅酒櫃

(僅限於以下單位:

第 1 座 37 樓及 38 樓 A6 及 B6 單位)

抽氣扇

(僅限於以下單位:

第 1 座 37 樓及 38 樓 A6 及 B6 單位)

電視機

(僅限於以下單位:

第 2 座 18 樓 C3 單位)

Annex 2

Matters required to be specified under Section 29B(5) of the Stamp Duty Ordinance (Cap. 117)

(Remark: To be completed by the Vendor) (註：由賣方填寫)

- (a) (1) Name of the Vendor – see Clause 1 of the Conditions of Sale
Address/Registered Office of the Vendor – see Clause 1 of the Conditions of Sale
- (2) Name of the Purchaser - see the Form of Tender
Address/Registered Office of the Purchaser – see the Form of Tender
- (b) (1) Identification Number of the Vendor – N/A
- (2) Identification Number of the Purchaser – see the Form of Tender (if applicable)
- (c) (1) Business Registration Number of the Vendor – see Clause 1 of the Conditions of Sale
- (2) Business Registration Number of the Purchaser – see the Form of Tender (if applicable)
- (d) Description and location of the Property – see the Form of Tender (if applicable)
- (e) The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap. 117)
- (f) Date of this Agreement – _____
- (g) This Agreement was not preceded by any Agreement.
- (h) The agreed date for the conveyancing on sale or assignment of the Property - see Clause 8 of the Conditions of Sale.
- (i) There is an agreed consideration for the conveyancing on sale or assignment that is to, or may, take place pursuant to this Agreement and the amount of the consideration is HK\$_____.
- (j) There is no other consideration which the parties signing this Agreement know has been paid or given, to any person for or in connection with this Agreement or any conveyance on sale or assignment pursuant to this Agreement (excluding legal expenses and estate agents' commission).

Annex 3

Floor Plan of the Property (for identification purpose only)

對買方的警告 - 買方請小心閱讀
WARNING TO PURCHASERS - PLEASE READ CAREFULLY

賣方
Vendor: 利如有限公司
Li Profit Limited

發展項目
Development: 海茵莊園
Manor Hill

本物業
Property:

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

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

我/我們已收到此警告之副本及完全明白此警告之內容。

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

公曆 年 月 日
Dated this day of

(註：日期由投標者填寫。)

(Note: Date to be filled in by the Tenderer.)

買方簽署 Signature(s) of Purchaser : _____

買方姓名 Name(s) of Purchaser : _____

個人資料收集同意書
Letter of Consent to Collection of Personal Data

買方 The Purchaser :				身份證/護照/商業登記證號碼 I.D./Passport/B.R. No.	
由 From:	利如有限公司 (“賣方”) - 為九龍建業有限公司之全資附屬公司 Li Profit Limited (the “Vendor”) - a wholly-owned subsidiary of Kowloon Development Company Limited				
發展項目 Development :	海茵莊園 Manor Hill				
該物業 Property :	座數 Tower	樓層 Floor	單位 Flat		

致 買方 To : Purchaser

- 賣方 (“我們”) 需要閣下的個人資料作不同用途，包括處理該物業之買賣相關事宜、為閣下提供服務及遵守法律的規定。閣下的個人資料為自願提供的，但如果閣下未能提供我們所需的資料，我們可能無法處理閣下的要求或向閣下提供服務。我們在任何時候都會將閣下的個人資料保密，惟我們可能將閣下的個人資料，就上述一項或多項用途向我們的集團公司（包括但不限於九龍建業有限公司），及/或任何適當的政府或監管機構作出披露和移轉。
The Vendor ("we" or "us") needs your personal data for purposes including: dealing with matters relating to the sale and purchase of the Property, providing services to you and meeting requirements imposed by law. Your provision of personal data is voluntary but we may not be able to process your request or provide the required services to you if you do not provide us with the required data. We will keep your personal data confidential at all times, but may disclose and transfer your data to our group companies (including but not limited to Kowloon Development Company Limited), and/or any appropriate government or regulatory authorities for one or more of the purposes stated above.
- 我們擬使用閣下的個人資料作直接促銷及提供閣下的個人資料給我們的集團公司（包括但不限於九龍建業有限公司）供他們作直接促銷之用。
We intend to use your personal data in direct marketing and provide your personal data to our group companies (including but not limited to Kowloon Development Company Limited) for use by them in direct marketing.
- 我們不得如此使用或提供閣下的個人資料，除非已獲得閣下有關於此等使用及提供的書面同意。
We may not so use or provide your personal data unless we have received your written consent to the intended use and provision.
- 將會被使用及提供的閣下個人資料包括閣下的姓名、聯絡電話號碼及地址。
Your personal data to be used and provided includes your name, contact number and address.
- 閣下的個人資料會被使用及提供作促銷物業發展項目包括但不限於：
 - 有關發展項目之租售資料（包括但不限於車位之租售資料）及推廣活動，而閣下明白租售之安排將由賣方全權決定；及
 - 賣方及/或其集團公司（包括但不限於九龍建業有限公司）所推廣的物業的相關宣傳資料。
 Your personal data will be used and provided for marketing property development projects including but not limited to :
 - The leasing/sales information (including but not limited to leasing/sales information relating to car parking spaces) and promotional activities in relation to the Development on the understanding that the sale or leasing arrangements shall be determined by the Vendor at its sole discretion; and
 - The promotional materials of the properties marketed by the Vendor and/or its group companies (including but not limited to Kowloon Development Company Limited).
- 若閣下不同意個人資料被使用及提供作上述的直接促銷用途，閣下可在下文提供的第二個空格加上「✓」。若閣下同意個人資料被使用及提供作直接促銷用途但日後希望撤回同意，請致函下列地址通知我們。任何此等要求均須清楚說明相關要求所針對的個人資料的詳情。
If you do not consent to the use and provision of your personal data for direct marketing purposes as stated above, you may tick the second box provided below. If you consent to the use and provision of your personal data for direct marketing but wish to withdraw your consent at a later stage, please inform us in writing at the address below. Any such request should clearly state the details of the personal data in respect of which the request is made.

7. 閣下有權確認我們是否持有閣下的個人資料，並獲取該等資料之副本，以及改正任何錯誤之資料。閣下亦可要求我們通知閣下我們持有之個人資料類別。閣下可透過書面方式聯絡我們市務及銷售部主任(地址：九龍彌敦道 750 號始創中心 23 樓)要求查閱或改正閣下的個人資料或了解我們的資料保護政策和實務詳情。

You have the right to ascertain whether we hold your personal data, to obtain a copy of the data, and to correct any data that is inaccurate. You may also request us to inform you of the type of personal data held by us. Requests for access or correction of your personal data or for information regarding our privacy policies and practices should be addressed to our Officer of Marketing & Sales Department by writing at the following address: 23/F, Pioneer Center, 750 Nathan Road, Kowloon.

8. 如此個人資料收集同意書的中英文版本內容有異，則一概以英文版本為準。

In case of inconsistency between the Chinese and English versions of this Letter of Consent to Collection of Personal Data, the English version shall prevail.

利如有限公司 Li Profit Limited



獲授權簽署 Authorized Signature

買方確認及同意書

Acknowledgement and Consent by the Purchaser

本人/吾等，簽署人，茲確認上文內容及同意根據上文第一段所述使用及披露本人/吾等的個人資料。

I/We, the undersigned, hereby acknowledge the above and consent to the use and disclosure of my/our personal data as mentioned in paragraph 1 above.

本人/吾等反對使用及提供本人/吾等的個人資料作上文所述的直接促銷用途。*

I/We object to the use and provision of my/our personal data for direct marketing purposes as mentioned above.

買方簽署 Signature of Purchaser

日期 Date

(註：日期由投標者填寫。)

(Note: Date to be filled in by the Tenderer.)

- * 如閣下不同意對閣下的個人資料之使用或提供，請在空格加上「✓」，然後簽署。

Should you find such use or provision of your personal data not acceptable, please indicate your objection by ticking this box before signing.

賣方資料表格
Vendor's Information Form

賣方 Vendor : 利如有限公司 Li Profit Limited
發展項目 Development : 海茵莊園
Manor Hill
有關 In Respect of : 座數 Tower 樓層 Floor 單位 Flat
(「該住宅物業」“the Residential Property”)

以下資料是按一手住宅物業銷售條例第 68 條提供:

The following information is provided pursuant to section 68 of the Residential Properties (First-hand Sales) Ordinance:

(a)	須就該住宅物業支付的管理費用的款額 the amount of the management fee that is payable for the Residential Property	每月港幣 HK\$_____ HK\$_____ per month
(b)	須就該住宅物業繳付的地稅 (如有的話) 的款額 the amount of the Government rent (if any) that is payable for the Residential Property	每季港幣\$ _____ HK\$ _____ per quarter
(c)	業主立案法團 (如有的話) 的名稱 the name of the owners' incorporation (if any)	無 None
(d)	發展項目的管理人的姓名或名稱 the name of the manager of the Development	康居物業管理有限公司 Country House Property Management Limited
(e)	賣方自政府或管理處接獲的關乎發展項目中的住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 management office concerning sums required to be contributed by the owners of the residential properties in the Development	無 None
(f)	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該發展項目的任何部分恢復原狀的任何通知 any notice received by the Vendor from the Government requiring the Vendor to demolish or reinstate any part of the Development	無 None
(g)	賣方所知的影響該住宅物業的任何待決的申索 any pending claim affecting the Residential Property that is known to the Vendor	無 None

我/我們等確認已收取此賣方資料表格及完全明白其內容。

I/We hereby acknowledge receipt of this Vendor's Information Form and fully understand the contents thereof.

買方簽署 Signature(s) of Purchaser

日期 Date

(註：日期由投標者填寫。)

(Note: Date to be filled in by the Tenderer.)

印製日期 Date of Printing : _____

Letter of Acknowledgement relating to Flat Roof
有關平台之確認函

Vendor 賣方：	Li Profit Limited 利如有限公司		
Development 發展項目：	Manor Hill 海茵莊園		
Property 本物業：	Tower 座數	Floor 樓層	Flat 單位
Purchaser(s) 買方：		I.D./Passport/B.R. No. 身份證/護照/商業登記證號碼	

The Purchaser acknowledges to the Vendor that the Purchaser is aware of and understands that:
買方向賣方確認其完全知悉及明白：

- (1) the area shown coloured Green on the plan annexed hereto (the “Area”) forms part of the Common Parts of the Development (The said plan is for showing the location of the Area only. Other matters shown in the plan may not reflect their latest conditions). The Area does not form part of the Property and the Purchaser will not have any exclusive right or privilege to hold, use, occupy or enjoy the Area; and

所附圖則中以綠色標示之範圍（“該範圍”）屬發展項目的公用部分（該圖則僅作顯示該範圍的位置，圖則所示之其他事項未必能反映其最新狀況）。該範圍並不屬於本物業的一部份，而買方將無任何獨有權利或特權持有、使用、佔用或享用該範圍；及

- (2) the management, use and operation of the Area shall be subject to the Deed of Mutual Covenant and Management Agreement in respect of the Development (the “DMC”). Without limitation to the generality of the foregoing, the manager of the Development (the “Manager”) shall have the powers to have exclusive control over the Area and to generally administer and manage the Area. The Manager shall have the power to enter with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required and the entry may take place at all times) any part of the Development (including the Property for gaining access to the Area) to carry out necessary repairs to the Development or abate any hazard or nuisance which does or may affect the common parts of the Development or other owners.

該範圍之管理、使用及運作受發展項目之公契及管理協議（“公契”）規管。在無損前文概括性下，發展項目之管理人（“管理人”）將有權力獨家控制及一般性的管理該範圍。管理人有權力在事先發出合理通知的情況下於所有合理時間（如遇緊急情況則無須通知及可於所有時間）攜同或不攜同工作人員、裝備或材料進入發展項目任何部分（包括本物業以通往該範圍）以進行發展項目的必要維修或減除影響或可能影響發展項目公用部分或其他業主的危險或滋擾。

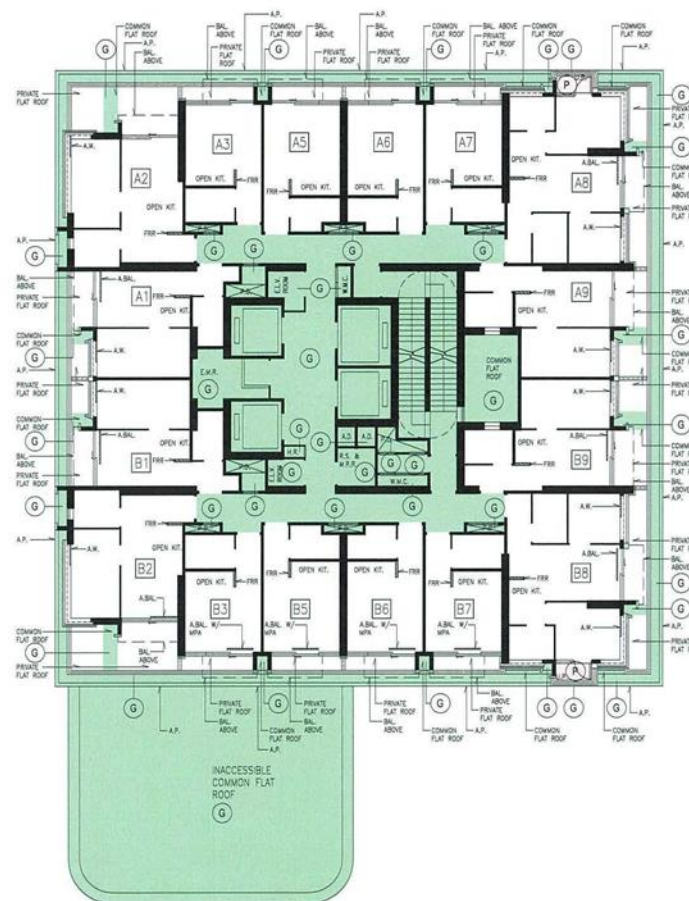
買方簽署 Signature(s) of Purchaser

日期 Date

(註：日期由投標者填寫。)

(Note: Date to be filled in by the Tenderer.)

RESIDENTIAL DEVELOPMENT AT
1-3 SHEK KOK ROAD, AREA 85,
TSEUNG KWAN O, N.T. -
TSEUNG KWAN O TOWN LOT NO. 121
TOWER 1, FLOOR PLANS (1/4)
DWG NO. : DMC - LP - 05



TOWER 1, 2ND FLOOR PLAN

- G GREEN - RESIDENTIAL COMMON PARTS
- P PINK - UTILITY PLATFORM
- FRR FIRE RESISTANCE RATING FULL HEIGHT WALL
- BAL. BALCONY
- U.P. UTILITY PLATFORM
- P.D. PIPE DUCT
- A.D. AIR DUCT
- H.R. HOSE REEL
- E.M.R. ELECTRICAL METER ROOM
- R.S. & M.R.R. REFUSE STORAGE AND MATERIAL RECOVERY ROOM
- W.M.C. WATER METER CABINET
- KIT. KITCHEN
- E.L.V. EXTRA-LOW VOLTAGE
- A.BAL. APPLIED ACOUSTIC BALCONY (BAFFLE TYPE)
- A.BAL. APPLIED ACOUSTIC BALCONY (BAFFLE TYPE) W/ MPA WITH MICRO-PERFORATED ABSORBER
- A.W. APPLIED ACOUSTIC WINDOW (BAFFLE TYPE)
- A.P. ACCESS PANEL TO EXTERNAL ARCHITECTURAL FEATURE CONCEALING DRAIN PIPES

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.

Lai Chi Leung Henry

LAI Chi Leung Henry, FHKIA, RIBA
Authorized Person - Architect
DATE: 14th June 2022



Letter of Acknowledgement relating to Open Kitchen**有關開放式廚房之買方確認函****Appendix G****附件 G**

Vendor 賣方：	Li Profit Limited 利如有限公司		
Development 發展項目：	Manor Hill 海茵莊園		
Property 本物業：	Tower座數	Floor樓層	Flat單位
Purchaser(s) 買方：		I.D./Passport/B.R. No. 身份證/護照/商業登記證號碼	

Re: Open Kitchen of the Property

I/We hereby acknowledge that I/we am/are aware of and understand that under the Deed of Mutual Covenant and Management Agreement (“the DMC”) that has been executed in respect of the Development, Owner(s) of the Property shall at his/her/its/their own costs and expenses observe and comply with provisions in the DMC relating to the fire safety of open kitchen(s) (including without limitation those as set out in clause 14.14(b) of the DMC) and shall cause the tenants, licensees and occupiers of the Property to observe and comply with the same.

I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and the notes attached hereto and shall fully observe and comply with the same.

有關：本物業之開放式廚房

本人／吾等確認本人／吾等知悉及明白按照發展項目已簽立之有關大廈公契及管理協議（以下簡稱「公契」），當中規定本物業的業主須自費遵守及履行公契內（包括但不限於公契第 14.14(b)條所列出的）有關開放式廚房消防安全之條款，本人／吾等並須促使本物業之租客、被許可人及佔用人遵守及履行上述的消防安全條款。

本人／吾等確認及聲明本人／吾等同意購入本物業時已完全知悉上述之限制及責任及附夾於本函之注意事項，並將完全遵守及履行該等限制及責任及注意事項。

Signature of Purchaser(s)

買方簽署

Name of Purchaser(s) 買方姓名：

Date 日期：_____

(Note: Date to be filled in by the Tenderer.) (註：日期由投標者填寫。)

NOTES

Owners of Flats with open kitchen (an “Open Kitchen Flat”) shall observe and comply with the followings:

- (i) Not remove or obstruct any smoke detector provided inside any Open Kitchen Flat or at the common lobby outside any Flat.
- (ii) Not remove or obstruct any sprinkler head provided at the ceiling immediately above the open kitchen of any Open Kitchen Flat.
- (iii) Not remove the full height wall having an FRR (fire resistance rating) of not less than -/30/30 adjacent to the exit door of any Open Kitchen Flat.
- (iv) To allow the fire service installations mentioned in (i) and (ii) above to be subject to annual maintenance conducted at the cost of that Owner by the Manager’s registered fire service installation contractor.
- (v) To only let, lease or license or otherwise part with possession of his Flat upon condition that the tenant(s), licensee(s) or occupier(s) thereof shall agree to observe and comply with the provisions herein contained.
- (vi) To observe and comply with the Fire Safety Management Plan and any guidelines or directions as the Manager may impose at all times and from time to time relating to the implementation thereof.

注意事項

設有開放式廚房的住宅單位（「開放式廚房單位」）業主需遵守及履行以下規定：

- (i) 不可拆除或阻塞於任何開放式廚房單位內或任何住宅單位外之公用大堂提供的煙霧警報器。
- (ii) 不可拆除或阻塞於任何開放式廚房單位開放式廚房頂天花提供的灑水器。
- (iii) 不可拆除與任何開放式廚房單位出口大門相鄰的耐火級別不低於-/30/30的全高度牆。
- (iv) 准許管理人聘請的註冊消防承辦商就(i)及(ii)提及的消防裝置進行周年保養，費用由該業主負責。
- (v) 只在其租客、被許可人或佔用人同意遵守及履行此處之條款之條件下租賃、出租、准用或以其他任何方式分享其住宅單位之管有權。
- (vi) 須遵守和履行消防安全管理計劃及由管理人在任何時候及不時發佈的有關實施消防安全管理計劃的任何指引或指示。

Letter Regarding Early Settlement Cash Rebate Benefit

關於「提前付清樓價現金回贈優惠」的信件

Date 日期: _____

(Date to be filled in by the Vendor 日期由賣方填寫)

To 致 : :	The Purchaser(s) 買方
Development 發展項目 :	Manor Hill 海茵莊園
Property 該物業 :	Tower Floor Flat 座數 樓層 單位
Vendor 賣方:	Li Profit Limited 利如有限公司
Name of Purchaser(s) 買方姓名 :	
I.D./Passport/B.R.No. 身份證/護照/商業登記證號碼 :	
Telephone number 聯絡電話 :	
Terms of Payment 付款方法 :	Super 360 天現金付款計劃 Super 360-day Cash Payment Plan
Transaction Price 成交金額 :	HK 港幣 \$

- We, Li Profit Limited (the “Vendor”), refer to your purchase of the Property under a formal agreement for sale and purchase of even date (the “ASP”).
本公司利如有限公司(「賣方」)現就閣下根據一份於同日簽署的正式買賣合約(以下稱「正式合約」)購買該物業一事致函閣下。
- The purpose of this letter is to confirm our offer to you an Early Settlement Cash Rebate Benefit (the “Cash Rebate”) subject to and in accordance with the terms and conditions of this letter, in particular the fulfillment of your obligations in paragraph 3 below. If you shall complete the sale and purchase and settle the balance of the Transaction Price and other payments earlier than the due date of payment specified in Agreement, you shall be entitled to the Cash Rebate offered by the Vendor according to the table below:
本信件之目的是為了確認本公司將按照本信件所列的條款與細則(尤其是有關閣下履行以下第 3 段所列責任的條款), 向閣下提供「提前付清樓價現金回贈優惠」(「現金回贈」)。如閣下提前於正式合約訂明的付款日期之前完成交易及付清成交金額餘額和其他款項, 可根據以下列表獲賣方送出現金回贈:

Date of Settlement of the balance of the Transaction Price * 付清成交金額餘款日*	Cash Rebate Amount 現金回贈金額
Within 90 days after signing of the Agreement 簽署正式合約後 90 天內	8% of Transaction Price 成交金額 8%
Within the period from 91 days to 240 days (both days inclusive) after signing of the Agreement 簽署正式合約後 91 天至 240 天內(包括首尾兩天)	4% of Transaction Price 成交金額 4%
Within the period from 241 days to 360 days (both days inclusive) after signing of the Agreement 簽署正式合約後 241 天至 360 天內(包括首尾兩天)	2% of Transaction Price 成交金額 2%

*The date of settlement shall be the actual date on which payment is received by the Vendor's solicitors.

*以賣方代表律師實際收到款項日期計算。

3. You shall fulfill the following conditions:

閣下須履行下列各項條件：

- (a) You shall make payment of the further deposit and balance of Transaction Price within the time specified in the Agreement and perform and observe all other terms and conditions in the Agreement.

閣下須於正式合約規定的限期內支付進一步訂金及成交金額餘額，並履行及遵守正式合約所有其他條款與細則。

- (b) You shall have paid the full amount of Transaction Price to the Vendor and duly completed the purchase of the Property on or before the date of completion specified in the Agreement.

閣下須於正式合約規定的成交日期或之前，向賣方支付全部成交金額及完成該物業的買賣。

4. As one of the conditions for obtaining the Cash Rebate, you shall give a written notice to the Vendor within 30 days after signing of the Agreement to confirm your intended date of completion of the sale and purchase and full payment of the balance of the Transaction Price, and any change must be made by way of a written notice to the Vendor not less than 45 days before the date of completion and full payment of the balance of the Transaction Price. The cash rebate (if offered) will be set off against the balance of the Transaction Price payable by you upon completion pursuant to the Agreement.

作為獲得現金回贈之條件之一，閣下必須於簽署正式合約後的 30 天內以書面通知賣方其擬成交及付清成交金額餘額之日期，如有任何更改必須於成交及付清成交金額日期之前不少於 45 天以書面通知賣方。現金回贈(如送出)將從閣下依正式合約訂明應支付之成交金額餘額中於成交時抵銷。

5. You hereby irrevocably authorize us to pay the Cash Rebate in the manner specified in paragraph 4 above.

閣下謹此不可撤銷地授權本公司以上述第 4 段所述方式支付現金回贈。

6. Subject to the full observance and performance of and compliance with the terms and conditions as set out in this letter and the Agreement on your part, the Cash Rebate will be paid to you and upon payment of the Cash Rebate by the Vendor, the Vendor's obligation in relation to the payment of the Cash Rebate under this Letter, if any, shall be absolutely

完全遵守、履行及符合閣下於本信件及正式合約所列的條款及條件的前提下，現金回贈將支付予閣下。一經賣方支付現金回贈，賣方於本信件中有關支付現金回贈的責任(如有)將完全解除。

7. In the event that you fail to observe perform or comply with any of the terms and conditions contained in this Letter or the Agreement, the Vendor shall be entitled to withdraw and/or ask for refund the Cash Rebate (or any part thereof) forthwith without prejudice to the Vendor's other rights and claims under the Agreement or other applicable laws.

若閣下未能遵守、履行或符合本信件或正式合約內任何條款或條件，賣方有權即時撤銷及／或要求退還現金回贈（或其任何部分），且並不損害賣方於正式合約或其他適用法律下之其他權利及申索。

8. This letter is an agreement independent of the Agreement and nothing in the contents of this Letter shall be deemed to supersede or vary any terms and/or conditions of the Agreement. All the rights and remedies of the Vendor under the Agreement shall not be affected by this letter. This letter constitutes an agreement between the parties hereto independent from your purchase of the Property and the Agreement and nothing herein contained or any failure by any party hereto to observe or perform any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Agreement or the rights, duties or obligations of the parties to the Agreement. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, you shall remain liable to be bound to observe and perform all the terms and conditions in the Agreement and to complete the purchase of the Property in accordance with the provisions of the Agreement. Any claim that you may have under or in relation to or in connection with this letter shall be a claim against the Vendor for damages only.

本信件為一獨立於正式合約之協議，本信件任何內容均不得視作取替或更改正式合約內的任何條款及／或條件。賣方在正式合約下之所有權利及補救均不受本信件影響。本信件乃由本信件各方之間訂立且獨立於閣下購買該物業及正式合約之協議，本信件任何內容或本信件任何一方未能遵守或履行其於本信件下之任何責任均不會以任何方式損害、變更或影響正式合約的運作、有效性或可強制執行性或正式合約各方的權利、義務或責任。為免生疑問，若賣方未能履行其於本信件內之責任，閣下仍須遵守及履行正式合約的所有條款及條件及按正式合約的條款完成購買該物業。所有按或就本信件提出的或與本信件有關連的而可由閣下對賣方提出的申索，只能是為取得損害賠償的申索。

9. The date of settlement of the Transaction Price shall be the date on which all the Transaction Price (after deducting the Cash Rebate) is received by the Vendor's solicitors. If the last day of the period as set out in the table in paragraph 2 above or the Agreement is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance), the said day shall fall on the next working day.

付清成交金額日期以賣方代表律師扣除現金回贈後收到所有成交金額款項日期為準。如上述第 2 段的列表或正式合約中訂明的期限的最後一日不是工作日(按《一手住宅物業銷售條例》第 2(1)條定義)，則該日定為下一個工作日。

10. All the rights and benefits conferred on you upon the terms and conditions of this Letter are non-assignable and non-transferable and can only be exercised and enjoyed by you personally.
所有根據本信件條款及條件賦予閣下之權利及優惠均不能轉讓及轉移，及只能由閣下本人行使及享用。
11. The benefit in this letter is personal to you and is only available to you as a purchaser of the Property only (which for the avoidance of doubt excludes any other residential property in Manor Hill which you have purchased or may purchase). In any event, you shall only be entitled to receive the Cash Rebate once for each residential property.
本信件的利益屬於閣下個人所有，並且僅向作為「該物業」買方的閣下提供(為免疑問，不包括閣下已購買或可能購買「海茵莊園」的任何其他住宅物業)。不管怎樣，閣下只可就每個住宅物業有權收取現金回贈一次。
12. Time shall be of the essence of this letter.
在本信件中的時間規定須嚴格遵守。
13. You may have to notify your bank of the Cash Rebate in the mortgage application process. The bank may take into account the Cash Rebate in determining the loan amount. For details, please make enquiry with the banks.
閣下在按揭申請中可能需要通知閣下的銀行有關現金回贈的安排。銀行決定提供貸款額時可能會考慮現金回贈。請向銀行查詢有關詳情。
14. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Agreement.
本信件任何條款都不應視為或理解為變更或修改正式合約之任何條款或細則。
15. The parties to this letter do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) ("the CRTPO") and agree that this letter shall be excluded from the application of the CRTPO.
買賣雙方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(「該條例」)強制執行本信件下任何條款，並且同意排除該條例對本信件的適用。
16. In case of any dispute, we reserve our rights to make the final decision on all matters arising from this letter and such decision shall be binding on you.
如有任何爭議，本公司有權就本信件引起的所有事宜作最後決定，該決定對閣下有約束力。
17. The Chinese version of this Letter is for reference only and the English version thereof shall prevail in case of disparity.
本信件之中文譯本僅供參考之用，如有差異，仍以英文本為準。

Signed for and on behalf of the Vendor
賣方代表簽署



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

經適當及仔細考慮本信件內容後，本人/我等同意接受本信件所有條款並受其約束

Authorized Signature(s) 經授權簽署

Manor Hill – Application Form of Early Settlement Cash Rebate Benefit

海茵莊園-「提前付清樓價現金回贈優惠」申請書

To 致：	The Purchaser(s) 買方
Development 發展項目：	Manor Hill 海茵莊園
Property 該物業：	Tower 座數_____Floor 樓層_____Flat 單位_____
Vendor 賣方:	Li Profit Limited 利如有限公司
Name of Purchaser(s) 買方姓名：	
I.D./Passport/B.R.No. 身份證/護照/商業登記證號碼：	
Telephone number 聯絡電話：	
Terms of Payment 付款方法：	Super 360-day Cash Payment Plan Super 360 天現金付款計劃
Transaction Price 成交金額：	HK 港幣 \$ _____

I/We hereby confirm that I /We intent to settle the Transaction Price of the Property in full on _____ and hereby request the Vendor to provide the Early Settlement Cash Rebate as stated in the paragraph 2 of “Letter Regarding Early Settlement Cash Rebate” which will be applied directly to set off against the balance of the Transaction Price payable upon completion pursuant to the Agreement for Sale and Purchase. I/We hereby understand that any change must be made by way of a written notice to the Vendor not less than 45 days before the date of completion and full payment of the balance of the Transaction Price.

本人/我們謹此確認本人/我們擬於_____付清該物業成交金額，現要求賣方提供「關於提前付清樓價現金回贈的信件」第 2 段中訂明的提前付清樓價現金回贈，該現金回贈將從本人/我們依買賣合約訂明應支付之成交金額餘額中於成交時直接抵銷。本人/我們明白如有任何更改本人/我們必須於成交及付清成交金額日期之前不少於 45 天以書面通知賣方。

Signature(s) of Purchaser(s) 買方簽署

Date 日期

Confirmation Letter for “360 Occupy-Then-Pay Benefit”
關於「360 先住後付優惠」確認函

From :Vendor 由: 賣方	Li Profit Limited利如有限公司		
Development:發展項目:	Manor Hill 海茵莊園		
Property : 該物業:	Tower 座數	Floor 樓層	Flat 單位
Name of Purchaser(s)買方:		of I.D. / B.R. No. 身份證/商業登記證號碼	
Terms of Payment : 付款方法:	360 Occupy-Then-Pay Payment Plan 360先住後付付款計劃		
Date of Agreement For Sale and Purchase : 買賣合約日期:	(註: 投標者請勿填上日期。日期由賣方填寫。) (Note: Tenderer please do not date this letter. Date to be filled in by the Vendor.)		

To 致: The Purchaser 買方

- (1) We, Li Profit Limited (the “**Vendor**”), refer to your purchase of the Property under a formal agreement for sale and purchase of even date (the “**ASP**”).
本公司利如有限公司(「**賣方**」)現就閣下根據一份於同日簽署的正式買賣合約(以下稱「**正式合約**」)購買該物業一事致函閣下。
- (2) Subject to the fulfillment of your obligations below, we may permit you to occupy the Property as licensee before completion of sale and purchase in accordance with the terms and conditions of this Confirmation Letter:
在閣下履行以下責任的前提下,本公司可就閣下按照本確認函的條款與細則,准予閣下於買賣成交前以被許可人的身份佔用該物業:
- (a) you shall, within 14 days after the date of signing of the ASP, submit to the Vendor a duly signed application form for “360 Occupy-Then-Pay Benefit” together with a copy of the stamp certificate of the ASP to prove that the stamp duty on the ASP has been duly paid.
閣下須於簽署正式合約的日期後 14 日內,向賣方遞交閣下已簽妥的「360 先住後付」優惠的申請表格連同正式合約的印花稅證書之副本以證明閣下就正式合約妥為繳交印花稅;
- (b) you shall, within 30 days after the date of signing of the ASP, sign the licence agreement in the form prescribed by the Vendor's solicitors (without amendment) in respect of the Property (the “**Licence Agreement**”), the main terms and conditions of which are listed as follows:
閣下須於簽署正式合約的日期後 30 日內就該物業簽署許可協議(格式由賣方律師訂明,閣下不得要求任何修改)(「**許可協議**」),其主要條款如下:
- (1) you shall have paid to the Vendor not less than 10% of the Transaction Price in accordance with the ASP before the commencement of the licence period. A security money in the amount of HK\$25,000 (for studio unit / 1-bedroom unit) or HK\$35,000 (for 2-bedroom unit) shall also be payable by you to the Vendor before the commence of the licence period to secure the due performance of the obligations under the Licence Agreement on your part as licensee.
閣下須在許可佔用期開始前已根據正式合約向賣方繳付不少於成交金額之10%。閣下亦須在許可佔用期開始前向賣方繳付保證金,金額為HK\$25,000 (開放式單位或 1房單位) 或 HK\$35,000 (2房單位),作為閣下以獲許可人身份妥善履行許可協議下的責任之保證。

- (2) There is no licence fee payable during the licence period Provided That during the licence period, you shall be responsible for management fees, Government rent and rate of the Property. You shall also bear all the legal costs and expenses (including adjudication fee and stamp duty (if any) arising from the Licence Agreement), utilities charges, utilities deposits and all other outgoings, etc. of the Property during the licence period.
許可佔用期不需繳付許可費用，惟在許可佔用期內，閣下須負責該物業之管理費、地租及差餉。閣下亦須負責所有法律費用及開支(包括就許可協議而產生的裁定費及印花稅(如有))、及於許可佔用期內該物業的公用事業服務收費、公用事業服務按金及其它開支等。
- (3) The licence period shall commence on the 45th day after the date of signing of the ASP and shall expire upon the completion of the relevant sale and purchase in accordance with the ASP or on the 360th day after the date of signing of the ASP (whichever is the earlier).
許可佔用期的首日為簽署正式合約的日期後第 45 天，而許可佔用期須隨相關買賣按正式合約完成交易或在簽署正式合約的日期後第 360 天終止 (以較早者為準)。
- (4) If you are a corporate body, a guarantee shall be given by any one of your directors as security for the performance of your obligations under the Licence Agreement.
如閣下為公司，閣下之其中一位董事須提供一份擔保書作為閣下履行許可協議中的責任的保證。
- (5) If the relevant sale and purchase is not completed in accordance with the ASP, the Licence Agreement shall be terminated;
如相關買賣未能根據正式合約完成交易，許可協議會被終止。
- (6) Any other terms and conditions as shall be imposed by the Vendor.
任何其他由賣方施加的條款及細則。

- (3) The aforementioned licence for early occupancy is subject to the terms and conditions of the relevant Licence Agreement prescribed by the Vendor. The Vendor has absolute discretion to determine whether or not to grant the licence for early occupancy to you.
前述提前入住的許可受限於由賣方訂明的相關許可協議之條款及條件，賣方有最終決定權決定是否准許閣下提前入住。
- (4) Should you wish to pay the remaining balance of Transaction Price earlier, you may by at least 45 days written notice in advance to the Vendor in which case you shall pay the remaining balance of Transaction Price and terminate the Licence Agreement.
如閣下欲提早全數付清剩餘成交金額餘款，閣下可向賣方發出不少於 45 日書面通知要求付清剩餘成交金額餘款及終止許可協議。
- (5) No representation or warranty is or will be given by the Vendor in respect of the licence. You shall not be entitled to postpone or refuse to carry out completion of the sale and purchase of the Property or to perform or comply with the ASP or to seek any compensation on account of a failure by the Vendor to grant the licence or any dispute relating to the licence.
賣方不曾亦不會就佔用許可作任何陳述或保證。閣下無權因賣方未能給予佔用許可或任何與佔用許可有關的爭議而延遲或拒絕就該物業進行成交、履行或遵守正式合約或索取任何賠償。
- (6) All the rights and benefits conferred on you upon the terms and conditions of this Confirmation Letter are non-assignable and non-transferable and can only be exercised and enjoyed by you personally. The benefit in this Confirmation Letter is personal to you and is only available to you as a purchaser of the Property.
所有根據本確認函條款及條件賦予閣下之權利及優惠均不得轉讓及轉移，及只能由閣下本人行使及享用。本確認函的利益屬於閣下個人所有，並且僅向作為該物業買方的閣下提供。
- (7) Time shall be of the essence of this Confirmation Letter.
在本確認函中的時間規定須嚴格遵守。
- (8) This Confirmation Letter is an agreement independent of the ASP and nothing in the contents of this Confirmation Letter shall be deemed to supersede or vary any terms and/or conditions of the ASP. All the rights and remedies of the Vendor under the ASP shall not be prejudiced and/or affected by this Confirmation Letter. This Confirmation Letter constitutes an agreement between the parties hereto independent from your purchase of the Property and the ASP and nothing herein contained or any failure by any party hereto to observe or perform any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the ASP, or the rights, duties or obligations of the parties to the ASP. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, you shall remain liable to observe and perform all the terms and conditions in the ASP and to complete the purchase of the Property Concerned in accordance with the provisions of the ASP. Any claim that you may have under or in relation to or in connection with this Confirmation Letter shall be a claim against the Vendor for damages only.
本確認函為一獨立於正式合約之協議，本確認函任何內容均不得視作取替或更改正式合約內的任何條款/或條件。賣方

所有正式合約下之權利及補救方法均不受本函影響。本確認函乃由本確認函各方之間訂立且獨立於閣下購買該物業及正式合約之協議，本確認函任何內容或本確認函任何一方未能遵守或履行其於本確認函下之任何責任均不會以任何方式損害、變更或影響正式合約的運作、有效性或可強制執行性或正式合約各方的權利、義務或責任。為免生疑問，若賣方未能履行其於本確認函內之責任，閣下仍須遵守及履行正式合約內所有條款及條件及按正式合約的條款完成購買該物業。所有按或就本確認函提出的或與本確認函有關連的而可由閣下對賣方提出的申索，只能是為取得損害賠償的申索。

- (9) In case of dispute, the Vendor reserves all rights to make the final decision on all matters arising from this Confirmation Letter and such decision shall be binding on you.
如有爭議，賣方有全權就本確認函引起之所有事宜作最後決定，該決定對閣下有約束力。
- (10) It is expressly provided that the Contracts (Rights of Third Parties) Ordinance (Cap.623) shall not apply to this Confirmation Letter and nothing herein will create rights under the said Ordinance.
僅此明文說明《合約(第三者權利)條例》(第 623 章)不適用於本確認函及本確認函沒有授予任何該條例下的權利。
- (11) The Chinese version of this Confirmation Letter is for reference only and the English version thereof shall prevail in case of discrepancy.
本確認函之中文譯本僅供參考之用，如有差異，概以英文本為準。

Signed for and on behalf of the Vendor
賣方代表簽署



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

經妥當及謹慎考慮本確認函之內容後，我 / 我們作為購買該物業之買家同意接受本函及受本函所有條款及條件規限。

Signature(s) of Purchaser(s)買方簽署

Application Form for “360 Occupy-Then –Pay Benefit ”
關於「360 先住後付」優惠申請表格

To :Vendor
致:賣方

Development: 發展項目:	Manor Hill 海茵莊園		
Property: 物業:	Tower 座數 ____ Floor 樓層__ Flat 單位 ____		
Name of Purchaser(s) 買方:	_____	of .I.D. / B.R. No. 身份證 / 商業登記證號碼:	_____
Name of Purchaser(s) 買方:	_____	of .I.D. / B.R. No. 身份證 / 商業登記證號碼:	_____
Name of Purchaser(s) 買方:	_____	of .I.D. / B.R. No. 身份證 / 商業登記證號碼:	_____
Name of Purchaser(s) 買方:	_____	of .I.D. / B.R. No. 身份證 / 商業登記證號碼:	_____
Date of ASP : 正式合約日期:			
Terms of Payment 付款方法:	360 Occupy-Then-Pay Payment Plan 360先住後付付款計劃		

1. This application form is submitted pursuant to the confirmation letter regarding “360 Occupy-Then-Pay Benefit” dated _____ (the “**Letter**”). All words and expressions defined in the Letter shall have the same meaning when used in this application form.
本申請表格是根據日期為_____的關於「360 先住後付」優惠的確認函(以下稱「**該信件**」)遞交的。該信件中所定義的詞彙和表述在本表格中具有相同意義。
2. I/We hereby confirm that I/we have fulfilled the obligations in paragraphs 2(a) to (b) of the Letter, and shall settle the further deposit, part payment(s) (if any) and the balance of the Transaction Price within the time specified in the ASP.
本人/我們謹此確認本人/我們已履行該信件第 2(a)至(b)段下的責任及將會按正式合約付清加付訂金、部份樓價(如有)及成交金額餘額。
3. I/We confirm and declare that I/we am/are fully bound by all the terms of conditions set out in the Letter.
本人/我們確認及聲明本人/我們受載於該信件的所有條款與細則的完全約束。
4. The Chinese version of this Letter is for reference only and the English version thereof shall prevail in case of discrepancy.
本函之中文譯本僅供參考之用，如有差異，概以英文本為準。
5. My/Our contact details are as follows (please provide contact of at least one of the Purchaser):
本人/我們之聯絡詳情如下(請提供至少一位買方的聯絡)：

Name 姓名	
Telephone 聯絡電話	

Signature(s) of Purchaser(s) 買方簽署

Date 日期

Acknowledgement Letter For Free Furniture Package Benefit **有關免費傢俬組合優惠確認函**

Vendor 賣方：	Li Profit Limited 利如有限公司		
Development 發展項目：	Manor Hill 海茵莊園		
Property 該物業：	座數 Tower	樓層 Floor	單位 Flat
Purchaser(s) 買方：		I.D./Passport/B.R. No. 身份證/護照/商業登記證號碼	

We refer to the Purchaser's purchase of the Property under the formal Agreement for Sale and Purchase the Purchaser entered into on the date hereof before signing this Letter (the "Agreement"). We hereby confirm that the Vendor is prepared to provide the Purchaser the benefit of Free Furniture Package (the "Furniture Package") to be supplied by Majestic Furniture Design Ltd (the "Provider") upon completion of sale and purchase of the Property, subject to the Purchaser full compliance with the following terms and conditions :
就買方於本函日期及緊接於簽訂本函前簽訂正式買賣合約（「正式合約」）購買該物業。現特此確認，賣方會於該物業買賣成交後由皇室家居設計有限公司（「提供者」）提供免費傢俬組合（「該傢俬組合」）給予買方，惟買方須受以下條款及條件規限：

1. The Purchaser shall fulfill the following conditions: 買方須履行下列各項條件：
 - (a) The Purchaser shall make payment of the further deposit, part payment of purchase price and balance of purchase price within the time specified in the Agreement and perform and observe all other terms and conditions in the Agreement.
買方須於正式合約規定的限期內支付加付訂金、部份樓價及樓價餘額，並履行及遵守正式合約所有其他條款與細則。
 - (b) The Purchaser shall have paid the full amount of purchase price to the Vendor and duly completed the purchase of the Property on or before the date of completion specified in the Agreement.
買方須於正式合約規定的成交日期或之前，向賣方支付全部樓價及完成該物業的買賣。
2. Subject to the full observance and performance of and compliance with terms and conditions set out in this Letter and the Agreement on the part of the Purchaser and the terms and conditions prescribed by the Provider, the furniture and chattels included in the Furniture Package as described in the Schedule to this Letter (the "Items") will be delivered by the Provider to the Purchaser by way of gift after completion of sale and purchase in such manner as may be decided by the Vendor and/or the designated furniture company from time to time (including but not limited to by leaving the Items in the Property) in their "as-is" conditions.
在買方完全遵守、履行及符合本函及正式合約所列的條款及條件及受提供者所訂明的條款及條件限制的前提下、該傢俬組合內包含的傢俬和物件（「該等物品」）如本函附表所描述將於該物業買賣成交之後，由提供者將該等物品以賣方及/或提供者不時決定之方式（包括但不限於將該等物品放置於該物業之內）以「現狀」送贈予買方。
3. The Purchaser shall enter into a contract with the Provider regarding the provision of the Furniture Package applicable to the Property within 14 working days after signing of the Formal Agreement. For details (including without limitation the design, colour and materials) of the Items, please enquire with the Provider. Upon signing of the contract relating to the Furniture Package by the Purchaser and the Provider, all obligations and liabilities of the Vendor under this Letter, if any, shall be absolutely discharged.
買方必須於簽署正式合約後的 14 個工作天內與提供者簽訂有關適用提供該物業的該傢俬組合之合約。有關該等物品詳情(包括但不限於設計、顏色及物料)，請向提供者查詢。當買方與提供者簽署有關該傢俬組合之合約後，賣方在本函的所有義務及責任(如有)將完全解除。
4. The Furniture Package is subject to the terms and conditions prescribed by the Provider. The Vendor, all its holding company(ies) or any person(s) on their behalf do not provide any maintenance or give any warranty or representation in any respect regarding the Furniture Package. In particular, no warranty or representation whatsoever is given as to the Items' condition, state, quality, fitness or as to whether any of the Items is or will be in working condition. If the Purchaser has any objection or requisitions whatsoever in respect of the Items, the Purchaser shall contact the Provider

directly. The Purchaser shall not raise any objection or requisitions whatsoever to the Vendor in this respect. The Vendor in any event shall not be held liable or responsible for any direct or indirect claims, demands, liabilities or losses in connection with or in relation to the Furniture Package. In the event of any dispute relating to or arising from the Furniture Package, the decision of the Vendor and the Provider shall be final.

該傢俬組合受制於提供者所訂明的條款及細則。賣方、其所有控股公司或其代表不會就該傢俬組合提供保養或作出任何保證或陳述，更不會就該等物品狀況、狀態、品質、性能或任何該等物品是否或會否在可運作狀態作出任何保證及陳述。如買方對該等物品有任何異議或質詢，須直接聯絡提供者。買方不得就此向賣方提出任何異議或質詢。賣方在任何情況下不會就有關或因該傢俬組合而產生的直接或間接的申索、索求、債務或損失負上任何責任。如對該傢俬組合有任何爭議，以賣方及提供者之最終決定為準。

5. This Letter is an agreement independent of the Agreement and nothing in the contents of this Letter shall be deemed to supersede or vary any terms and/or conditions of the Agreement. All the rights and remedies of the Vendor under the Agreement shall not be affected by this Letter. This Letter constitutes an agreement between the parties hereto independent from the Purchaser's purchase of the Property and the Agreement and nothing herein contained or any failure by any party hereto to observe or perform any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Agreement, or the rights, duties or obligations of the parties to the Agreement. For the avoidance of doubt, if the Vendor and/or the Provider shall fail to discharge its obligations hereunder, the Purchaser shall remain liable to be bound to observe and perform all the terms and conditions in the Agreement and to complete the purchase of the Property in accordance with the provisions of the Agreement. Any claim that the Purchaser may have under or in relation to or in connection with this Letter shall be a claim against the Vendor for damages only.

本函為一獨立於正式合約之協議，本函任何內容均不得視作取替或更改正式合約內的任何條款及/或條件。賣方所有正式合約下之權利及補救方法均不受本函影響。本函乃由本函各方之間訂立且獨立於買方購買該物業及正式合約之協議，本函任何內容或本函任何一方未能遵守或履行其於本函下之任何責任均不會以任何方式損害、變更或影響正式合約的運作、有效性或可強制執行性或正式合約各方的權利、義務或責任。為免生疑問，若賣方及/或提供者未能履行其於本函內之責任，買方仍須遵守及履行正式合約的所有條款及條件及按正式合約的條款完成購買該物業。所有按或就本函提出的或與本函有關連的而可由買方對賣方提出的申索，只能是為取得損害賠償的申索。

6. In the event that the Purchaser fail to observe perform or comply with any of the terms and conditions contained in this Letter or the Agreement, this Letter shall forthwith be null and void and cease to have any effect and the Vendor shall be entitled to withdraw the benefit provided under this letter and/or ask for return of the Furniture Package and/or seek compensation in respect of the Furniture Package forthwith without prejudice to the Vendor's other rights, claims and remedies under this Letter and the Agreement or other applicable laws.

若買方未能遵守、履行或符合本函或正式合約內任何條款或條件，本函即告無效並不再有任何效力，賣方有權即時撤銷本函提供之優惠及/或要求退還該傢俬組合及/或就該傢俬組合賠償，且並不損害賣方於本函、正式合約或其他適用法律下之其他權利、申索及濟助。

7. Save and except Majestic Furniture Design Ltd., a person who is not a party to this Letter shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or to enjoy the Benefit of any term or condition of this Letter.

除本函的雙方及皇室家居設計有限公司外，任何其他人士均沒有權利按《合約(第三者權利)條例》(香港法例第 623 章)強制執行或享有本信函的任何條款及條件之利益。

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

所有根據本函條款及條件賦予買方之權利及優惠均不能轉讓及轉移，及只能由買方本人行使及享用。

9. The Purchaser hereby consents to the use and exchange of his personal information and information relating to his purchase of the Property from time to time amongst the Vendor and Majestic Furniture Design Ltd. and/or such other contractors (if applicable) and the Purchaser further authorizes each of the aforesaid parties to use such information for the purpose of implementing and executing the terms and conditions contained in this Letter.

買方在此同意賣方及皇室家居設計有限公司及/或該等其他承包商相互間可使用和交換（如適用）其個人資料及與其購買該物業的有關資料。買方並進一步授權上述各方可使用以上資料實行及執行在本函所列載的條款和條件。

10. Time shall be of the essence of this Letter.

在本函中的時間規定須嚴格遵守。

11. The Chinese translation of this Letter is for reference purpose only. In case of any discrepancy, the English version shall prevail.

本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

12. In case of dispute, the Vendor reserves its right to make the final decision on all matters arising from this Letter and such decision shall be binding on the Purchaser.

如有任何爭議，賣方有權就本函引起之所有事宜作最後決定，該決定對買方有約束力。

Li Profit Limited 利如有限公司



Authorized Signature 獲授權簽署

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

經妥當及謹慎考慮本函的內容後，本人/吾等同意接受本函所列的所有條款與細則及受其約束。

Signature(s) of Purchaser 買方簽署

Date 日期

(Note: Tenderer please do not date this letter. Date to be filled in by the Vendor.)

(註：投標者請勿填上日期。日期由賣方填寫。)

Only applicable to the purchasers of the following 2-Bedroom unit(s) :
 只適用於以下 2 房單位之買方
 Tower 座數 1 Floor 樓層 2 Flat 單位 A8, B8
 Tower 座數 2 Floor 樓層 1 Flat 單位 A8, D9

Schedule : Free Furniture Package Benefit

附表：贈送免費傢俬組合優惠

<u>Location 位置</u>	<u>Items 項目</u>	<u>Quantity 數量</u>
Living / Dining Room 客廳/飯廳	Sofa 布藝梳化	1
	TV Cabinet 電視地櫃	1
	Coffee Table 茶几	1
	Dining Table 餐檯	1
	Dining Chair 餐椅	4
Master Bedroom 主人睡房	Wardrobe 衣櫃	1
	Double Bed 雙人床	1
Bedroom 2 睡房2	Wardrobe 衣櫃	1
	Desk 書檯	1
	Bookshelf 書架	1
	Seater 座位	1
	Loft & Stairs Unit 垂直式組合架連樓梯	1
Store Room 儲物房	Dressing Unit 梳妝櫃	1
	Wardrobe 衣櫃	1