

Tender No.: 招標號碼:	TC(T1(M))
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TENDER DOCUMENT
招標文件

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

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

**Phase VI of Kowloon Station Development
(residential development, service apartment accommodation and car park therein
known as “The Cullinan”) ^
九龍站發展項目的第六期
(當中的住宅發展項目、服務式公寓樓宇及停車場為「天璽」) ^**

as set out in any one or more of the Information on Sales Arrangements for sale by tender
issued by the Vendor for Phase VI of Kowloon Station Development ^
from time to time (as the same may be revised by the Vendor from time to time),
於任何一份或多份賣方不時發出的九龍站發展項目的第六期^以招標方式出售的
銷售安排資料(及賣方不時對其作出修改的銷售安排資料)內列出的物業
(unless the property(ies) is(are) previously withdrawn or sold)
(已被撤回或出售的物業則除外)

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

在招標期間(定義見招標公告), 投標書須放入普通信封內, 信封面上清楚註明「天璽」, 放入位於售樓處(定義見招標公告)擺放的標示為「天璽公開招標」的投標箱內。

Vendor:
賣方: **MTR Corporation Limited**
香港鐵路有限公司
c/o **Sun Hung Kai Real Estate Agency Limited**
(由新鴻基地產代理有限公司轉交)
45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong
香港灣道 30 號新鴻基中心 45 樓
Enquiry Hotline: 3119 0008
查詢熱線: 3119 0008

Vendor's solicitors:
賣方律師: **Deacons**
的近律師行
6th Floor, Alexandra House, 16–20 Chater Road, Central, Hong Kong
香港中環遮打道 16-20 號歷山大廈 6 樓

Mayer Brown
孖士打律師行
16th–19th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong
香港中環遮打道 10 號太子大廈 16 樓至 19 樓

^ Phase VI of Kowloon Station Development is the phase of which The Cullinan forms part. The Cullinan comprises Phase VI Residential Development, Phase VI Service Apartment Accommodation and Phase VI Car Park.
九龍站發展項目的第六期為天璽所屬的期數。天璽包括第六期住宅發展項目、第六期服務式公寓樓宇及第六期停車場。

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PART 1: TENDER NOTICE

第 1 部份：招標公告

1. Definitions **定義**

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

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：-

“Acceptance Period” 「承約期間」	means the period between (i) the Tender Commencement Date and Time and (ii) the date which is the seventh day after the closing date of the tender, applicable to the relevant Properties for Tender (both dates inclusive) 指由(i)招標開始日期及時間至(ii)招標截止日期後的第七日，適用於有關的招標物業（包括首尾兩日）
“Agreement” 「正式合約」	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 5 of the Conditions of Sale 指賣方與買方根據出售條款第 5 條擬簽訂的本物業的正式買賣合約
“Conditions of Sale” 「出售條款」	means the Conditions of Sale set out in the Second Schedule to the Offer Form 指要約表格附表 2 所列的出售條款
“Letter of Acceptance” 「接納書」	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice 指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知
“Development” 「發展項目」	means Kowloon Station Development 指九龍站發展項目
“Offer Form” 「要約表格」	means each of the Offer Forms set out in Part 2 of this Tender Document, but excluding its Annexes other than Annex I 指本招標文件第 2 部份的每一份要約表格，但不包括其附件（附件 1 除外）
“Person so Engaged” 「如此聘用的人」	means Harbour Vantage Limited 指 Harbour Vantage Limited
“Phase” 「期數」	means Phase VI of the Development (residential development, service apartment accommodation and car park therein known as “The Cullinan”) 指九龍站發展項目的第六期（當中的住宅發展項目、服務式公寓樓宇及停車場為「天璽」）
“Property” 「本物業」	means, if and when the offer contained in the Offer Form is accepted by the Vendor, the Tendered Property specified in the Offer Form 指如果及一旦要約表格所載的要約獲得賣方接納時，要約表格中指明的投標物業

“Properties for Tender” 「招標物業」	means all or any of the specified residential properties as set out in the Sales Arrangements 指銷售安排內列出的所有或任何指明住宅物業
“Purchaser” 「買方」	means the successful Tenderer whose tender in respect of the Property is accepted by the Vendor 指中標者，其對本物業的投標書獲得賣方接納
“Purchase Price” 「樓價」	means, if and when the offer contained in the Offer Form is accepted by the Vendor, the Tender Price specified in the Offer Form 指如果及一旦要約表格所載的要約獲得賣方接納時，要約表格中訂明的投標價
“Sales Arrangements” 「銷售安排」	means any one or more of the Information on Sales Arrangements for sale by tender issued by the Vendor for the Phase from time to time (as the same may be revised by the Vendor from time to time) 指任何一份或多份賣方不時發出的期數以招標方式出售的銷售安排資料（及賣方不時對其作出修改的銷售安排資料）
“Sales Office” 「售樓處」	means, in respect of each Property for Tender, the place where the sale will take place as set out in the Sales Arrangements 就每一個招標物業而言，指載於銷售安排適用於招標物業的出售地點
“Tender Closing Date and Time” 「招標截止日期及時間」	means, in respect of each Property for Tender, the tender closing date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements 就每一個招標物業而言，指載於銷售安排適用於該招標物業的招標截止日期及時間
“Tender Commencement Date and Time” 「招標開始日期及時間」	means, in respect of each Property for Tender, the tender commencement date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements 就每一個招標物業而言，指載於銷售安排適用於該招標物業的招標開始日期及時間
“Tender Document” 「招標文件」	means this Tender Document comprising :- 指本招標文件，由以下部份組成：- (i) the Tender Notice and the Appendices 招標公告及附錄 (ii) the Offer Form(s) 要約表格 (iii) the Annexes to the Offer Form(s) 要約表格附件
“Tender Notice” 「招標公告」	means the Tender Notice set out in Part 1 of this Tender Document; 指本招標文件第 1 部份的招標公告；
“Tender Period” 「招標期間」	means, in respect of each Property for Tender, the period between the Tender Commencement Date and Time and Tender Closing Date and Time; 就每一個招標物業而言，指招標開始日期及時間至招標截止日期及時間的期間；

“Tender Price” 「投標價」	means the price tendered for the Property as specified in the First Schedule to the Offer Form; 指要約表格附表 1 中訂明投購本物業的價格；
“Tendered Property” 「投標物業」	means the property specified in the First Schedule to the Offer Form; 指要約表格附表 1 中訂明的物業；
“Tenderer” 「投標者」	means the person who is specified in the First Schedule to each Offer Form as the tenderer; 指每一份要約表格附表 1 中訂明為投標者的人士；
“Vendor” 「賣方」	means MTR Corporation Limited 指香港鐵路有限公司
“Vendor’s solicitors” 「賣方律師」	means any one of the following firms to be designated by the Vendor at its sole and absolute discretion:- 指賣方單獨絕對酌情決定下指定的以下任何一家律師行： • Deacons 的近律師行 • Mayer Brown 孖士打律師行

2. **Procedures of Tender** **招標程序**

- 2.1 The Vendor invites tenders for the purchase of the Properties for Tender on the terms and conditions contained in this Tender Document.
賣方現按照載於招標文件的條款及細則招標承投購買招標物業。
- 2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.3 The Vendor reserves the right to, at any time before the Tender Closing Date and Time, accept any tender submitted.
賣方保留權利在招標截止日期及時間之前的任何時間接納任何已遞交之投標書。
- 2.4 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Properties for Tender from sale or to sell or dispose all or any of the Properties for Tender or any part thereof to any person by any method (including without limitation private treaty, tender and auction). Although a Property for Tender may be available for tender on a date of tender sale, it may become unavailable during that date of tender sale because the Vendor may accept a previous tender for the Property for Tender within seven (7) days after the closing date of such previous tender exercise. In such event, the Vendor will reject other offer(s) for the Property for Tender.
賣方保留權利在接納任何投標書之前的任何時間撤回所有或任何招標物業不予出售，或將所有或任何招標物業或其任何部份以任何方法（包括但不限於私人協約、投標及拍賣）售予任何人。雖然某一招標物業可能在某一招標日期仍然可供投標，但因賣方可能會在先前的招標程序完結後的七日內接納該招標物業的先前的投標書，該招標物業可能於該招標日期內的期間變為不再可供出售。如出現此情況，賣方將拒絕接納該招標物業的其他投標要約。
- 2.5 The Vendor reserves the right to adjust the Tender Closing Date and Time of any of the Properties for Tender, remove any property from/add any property to the Properties for Tender and to modify, amend or revise any part of the Tender Document. Please refer to the Sales Arrangements issued from time to time for any adjustment of the Tender Closing Date and Time applicable to any of the Properties for Tender and any property removed from or added to the Properties for Tender. Any modification, amendment or revision of the Tender Document will be posted at the Sales Office. The Vendor is not

obliged to separately notify the Tenderers of such adjustment, modification, amendment or revision. 賣方保留權利更改任何招標物業的招標截止日期及時間、減少或增加招標物業，以及變更、修訂或修改招標文件的任何部份。請參閱不時發出的銷售安排關於任何招標物業的招標截止日期及時間的更改及任何招標物業的減少或增加。招標文件的任何變更、修訂或修改將會張貼於售樓處。賣方無須就上述更改、變更、修訂或修改另行通知投標者。

- 2.6 Tenderers should note the Vendor's solicitors do not act for any Tenderer in the process of this tender. 投標者須注意賣方律師在本招標過程中不代表任何投標者。
- 2.7 Tenderer(s) should submit the tender(s) in accordance with the terms and conditions as set out in this Tender Document and **the criteria (if any) set out under the Schedule to the Tender Notice.** 投標者應按照載於本招標文件的條款及細則及載於招標公告附表的準則（如有）遞交投標書。
- 2.8 The Tenderer(s) should submit his/her/their tender(s) in the following manner:- 投標者應按以下方式提交其投標書：-
- (a) by submission of the following items:- 遞交以下各項文件：-
- (i) Tender Document with the Offer Form(s)
招標文件及要約表格
- Offer Form (Part 2 of the Tender Document) for each of the Tendered Properties duly completed, dated and signed by the Tenderer(s).
就每一個投標物業已由投標者填妥、填上日期及簽署的要約表格（即本招標文件的第 2 部份）。
- (ii) Cashier's order(s) and cheque(s)(if applicable)
銀行本票及支票（如適用）
- In respect of each Tendered Property, one or more cashier's order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance and cheque(s)(if applicable) in the total amount equal to 5% of the Tender Price of such Tendered Property and made payable to "DEACONS". Provided That at least HK\$500,000 shall be paid by cashier's order(s).
就每一個投標物業，由根據《銀行業條例》第 16 條獲妥為發牌的銀行簽發的一張或多張銀行本票及支票（如適用），總金額相等於該投標物業投標價的 5%，抬頭寫「的近律師行」或「DEACONS」，惟當中最少港幣 500,000 元須以銀行本票支付。
- (iii) Tenderer's(s') identification document(s)
投標者的身份證明文件
- If the Tenderer(s) is/are individual(s), copy of the HKID Card/Passport of each individual of the Tenderer(s).
如投標者為個人，組成投標者的每名個人的香港身份證／護照的複印本。
- If the Tenderer(s) is/are corporation(s), copies of the Certificate of Incorporation and the Business Registration Certificate of the Tenderer(s) and copies of the latest register of directors and annual return of the Tenderer(s) and copies of the HKID Card/Passport of each director.
如投標者為法團，投標者的公司註冊證明書及商業登記證的複印本，以及投標者最近期的董事登記冊及周年申報表的複印本及每名董事的香港身份證／護照的複印本。
- (iv) Intermediary's licence (if applicable)
中介人的牌照（如適用）
- If the Tenderer(s) has/have appointed estate agent(s), a copy of licence of the estate

agent(s) appointed by the Tenderer(s).

如投標者已委託地產經紀，投標者委託的地產經紀的牌照複印本。

(v) Annexes to the Offer Form for each Tendered Properties duly completed and signed by the Tenderer

由投標者填妥並簽署的每一個投標物業的要約表格附件

- (1) Measurements of the Tendered Property
投標物業的量度尺寸
- (2) Declaration of Relationship with the Vendor
與賣方關係的聲明
- (3) Declaration of Relationship with the Owner
與擁有人關係的聲明
- (4) Warning to Purchasers
對買方的警告
- (5) Declaration Regarding Intermediary
關於中介人的聲明
- (6) Declaration Regarding No Intermediary
關於並無中介人的聲明
- (7) Acknowledgement Letter Regarding Stamp Duty
關於印花稅的確認書
- (8) Vendor's Information Form
賣方資料表格
- (9) Acknowledgement Letter Regarding Viewing of Property and Furniture and Chattels
關於參觀本物業及傢俱和物件的確認書
- (10) Acknowledgement Letter Regarding Outdoor Condenser Units of the Split-type Air-conditioning Units of the Property
關於物業之分體式空調機的室外冷凝器的確認書
- (11) Acknowledgement Letter regarding Air-conditioners
關於空調設備的確認書
- (12) Personal Information Collection Statement (Sun Hung Kai Real Estate Agency Limited)
個人資料收集聲明（新鴻基地產代理有限公司）
- (13) Personal Information Collection Statement (MTR Corporation Limited)
個人資料收集聲明（香港鐵路有限公司）
- (14) (If applicable) Letter Regarding Option to Purchase Two Residential Car Parking Space
（如適用）關於認購兩個住戶停車位權利的信件
- (15) (If applicable) Letter Regarding Option to Purchase One Residential Car Parking Space
（如適用）關於認購一個住戶停車位權利的信件
- (16) (If applicable) Letter Regarding Balloting Chance to Participate in the Balloting for Selection and Purchase of One Residential Car Parking Space
（如適用）關於參與選購住戶停車位的抽籤機會的信件
- (17) (If applicable) Acknowledgement Letter Regarding Free Kitchen Cabinet Offer
（如適用）關於送贈廚櫃優惠的確認信
- (18) (If applicable) Acknowledgement Letter Regarding Physical State of CPS
（如適用）有關該車位狀況的確認信
- (19) (If applicable) Acknowledgement Letter Regarding Use of Residential Parking Space(s) and Service Apartment Parking Space(s)
（如適用）關於使用住宅車位及服務式公寓車位的確認信

Please do NOT date any of the documents mentioned in the above sub-paragraph (v).
請不要於上述第(v)分段所述的任何文件內填上日期。

- (b) all items under sub-paragraph (a) above shall be enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope “**The Cullinan**”; and

以上(a)分段所列的各項文件應放入普通信封內，信封面上書明賣方收啓，並清楚註明「天璽」；及

- (c) placed in the Tender Box labelled “Public Tender For The Cullinan” placed at the Sales Office during the Tender Period.

於招標期間放入位於售樓處擺放的標示為「天璽公開招標」的投標箱內。

3. Submission of Tender 提交投標

- 3.1 All cashier's order(s) and/or cheque(s) forwarded by the Tenderer(s) will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier's order(s) and cheque(s) (if any) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other cashier's orders and/or cheque(s) will be returned by personal delivery or by post, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the Hong Kong correspondence address specified in the Offer Form.

在賣方對收到的投標書作出決定前，所有銀行本票及／或支票均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票及支票（如有）將視作臨時訂金，以支付樓價的部份款項。所有其他銀行本票及／或支票將於承約期間屆滿後起計 14 天內，按要約表格中指明的香港通訊地址以專人送達、或通過郵遞方式退還予落選投標者。

- 3.2 (a) The Tenderer must sign the Offer Form and other documents either (i) personally (if the Tenderer is a corporation, by its director(s) or authorized signatory(ies)) and shall be deemed to be acting as a principal or (ii) by his attorney in which event the relevant power of attorney shall be in the Vendor's prescribed form and duly executed and submitted together with the Offer Form.

投標者須(i)親身簽署要約表格及其他文件（如投標者為法團，須由其董事或其獲授權人士簽署），並視作為主事人或(ii)以其授權人代表其簽署要約表格及其他文件，在此情況下，相關授權書須使用賣方訂明的格式及妥為簽立並連同要約表格遞交。

- (b) If the Tenderer is a corporation, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.

投標者如為法團，須於要約表格中清楚註明（除其他資料外）其聯絡人姓名、電話及傳真號碼。

- (c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of letter regarding the acceptance of tender or return of cashier's order(s) and/or cheque(s).

要約表格中指明的香港通訊地址將會是收取接納投標書信函或退回銀行本票及／或支票的地址。

- 3.3 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Document, the Tenderer is not entitled to withdraw and shall not withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.

作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷並構成可由賣方在承約期間隨時接納投標的正式要約。投標書根據本招標文件的程序一經遞交，投標者即無權撤回並且不得撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。

- (b) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK\$1.00 upon receipt of a written demand from him prior to the submission of his tender.

作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。

4. Acceptance of Tender 接納投標

- 4.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Property.
投標書如獲接納，中標者即成為本物業之買方。
- 4.2 The Purchaser will be notified of the acceptance of his tender by a letter (the “**Letter of Acceptance**”) personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.
買方會在承約期間屆滿時或之前獲書面通知（「**接納書**」）其投標書已被接納，接納書會按要約表格指明的香港通訊地址以專人送達及／或通過郵遞方式寄予買方。接納書在投郵後的第 2 個工作日視為已經收妥。
- 4.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor’s solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for inspection during the Tender Period at the Sales Office. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments.
在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式的正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於招標期間在售楼處審閱。為免疑問，買方被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作出修訂。
- 4.4 (a) In the event that the Purchaser intends to execute the Agreement by his attorney on his behalf :-
如買方有意以其授權人代表其簽署正式合約：-
- (i) the Vendor's solicitors may not act for the Purchaser in the sale and purchase of the Property and the Purchaser shall instruct his own solicitors to act for him; and
賣方律師將不可於買賣本物業事宜中代表買方，買方須另聘律師作為其代表；及
 - (ii) the relevant power of attorney is required to be approved by the Vendor and witnessed in the presence of a Hong Kong practising solicitor.
相關授權書須由賣方事先批准及必須由香港執業律師在場見證簽署。
- (b) All loan applications made to the Person so Engaged's designated financing company, loan documents and ancillary documents (collectively the “**Loan Documents**”) shall be signed by the Purchaser personally. No attorney can be accepted for the purpose of signing the Loan Documents.
所有向如此聘用的人之指定財務機構作出的貸款申請、貸款文件及附帶文件（統稱「**貸款文件**」）須由買方親身簽署。以授權人簽署貸款文件不會被接受。

5. Miscellaneous 其他事項

- 5.1 Tenderers are advised to note that the Vendor and the Person so Engaged will only answer questions of a general nature concerning the Properties for Tender and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Properties for Tender. All enquiries should be directed to Sun Hung Kai Real Estate Agency Limited of 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Enquiry Hotline: +(852) 3119 0008). For the avoidance of doubt, Sun Hung Kai Real Estate Agency Limited is not the agent of the Purchaser.
投標者宜注意，賣方及如此聘用的人只會回答關於招標物業的一般問題，而不會就本招標文件或關於招標物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡新鴻基地產代理有限公司，地址為香港港灣道 30 號新鴻基中心 45 樓（查詢熱線：+(852) 3119 0008）。為免疑問，新鴻基地產代理有限公司並非買方的代理人。
- 5.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Person so Engaged or the Vendor’s or the Person so Engaged’s agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such

statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.

賣方的或如此聘用的人的任何人員或代理或賣方的或如此聘用的人的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作為或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不（而且也不視作）闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。

- 5.3 The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Document. Tenders submitted which contain alterations and/or additions of any kind to the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.

賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件任何種類的改動及／或增加，該投標書將被視為不符合規定的投標書。

- 5.4 In this Tender Document unless the context otherwise requires (i) words and expressions importing the masculine, feminine or neuter gender include every other gender, (ii) words and expressions in the singular include the plural, and words and expressions in the plural include the singular and (iii) words and expressions shall extend to the grammatical variations and cognate expressions of such words and expressions.

在本招標文件中，除非文意另有所指，否則(i)凡指男性、女性及不屬於男性或女性者的字及詞句亦包括每一其他性別，(ii)凡指單數的字及詞句亦指眾數，而指眾數的字及詞句亦指單數，及(iii)所用字及詞句擴及指該字及詞句的文法變體及同語族詞句。

- 5.5 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

Schedule to the Tender Notice
招標公告附表

Criteria for Submission of Tender
投標書提交準則

None.
無

Appendix 1 of the Tender Notice
招標公告的附錄 1

Explanatory Notes to the gifts, financial advantage or benefits
贈品、財務優惠或利益的註釋

1. **This Appendix aims to set out the key terms and conditions of the gifts, financial advantage or benefits as mentioned in Section 4 of the First Schedule to the Offer Form. For the avoidance of doubt, it does not mean that the Purchaser shall be entitled all the gifts, financial advantage or benefits as mentioned in this Appendix. The relevant gifts, financial advantage or benefits as mentioned in Section 4 of the First Schedule to the Offer Form shall be applicable subject to the terms and conditions governing such gifts, financial advantage or benefits.**
本附錄旨在列出要約表格附表 1 的第 4 節內所述的贈品、財務優惠或利益的主要條款及條件。為免疑問，這並不表示買方可以享有本附錄所述的全部贈品、財務優惠或利益。要約表格附表 1 的第 4 節所述的相關的贈品、財務優惠或利益在符合規限該些贈品、財務優惠或利益的條款及條件下適用。
2. All capitalised items in this Explanatory Notes to the gifts, financial advantage or benefits, unless otherwise defined, shall have the meanings ascribed to them in the Tender Document.
除非另有定義，招標文件中各用語的定義適用於本贈品、財務優惠或利益的註釋的用語。

- Appendix 1.1(a) Standby First Mortgage Loan (only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))
- 附錄 1.1(a) 備用第一按揭貸款（只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人）

The key terms of a Standby First Mortgage Loan (“First Mortgage Loan”) offered by the Person so Engaged’s designated financing company (“designated financing company”) are as follows:

如此聘用的人的指定財務機構（『指定財務機構』）提供備用第一按揭貸款（『第一按揭貸款』）之主要條款如下：

- (I) The Purchaser makes a written application to the designated financing company for a First Mortgage Loan not less than 60 days before actual date of completion of sale and purchase of the Property. Late loan applications will not be processed by the designated financing company.
買方於實際完成住宅物業買賣交易日前最少60日以書面向指定財務機構申請第一按揭貸款。指定財務機構將不會處理逾期貸款申請。
- (II) The maximum amount of the First Mortgage Loan shall be 70% of the Purchase Price as mentioned in the relevant payment plan, provided that the loan amount shall not exceed the balance of Purchase Price payable. Interest rate for the first 36 months shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited (“Hong Kong Dollar Best Lending Rate”) minus 2.85% p.a., thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation.
第一按揭貸款的最高金額為有關貸款計劃所述之樓價的70%，惟貸款金額不可超過應繳付之樓價餘額。首36個月之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率（『港元最優惠利率』）減2.85% p.a.，其後之按揭利率為港元最優惠利率加1% p.a.，利率浮動。
- (III) **In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.**
指定財務機構會因應買方及其擔保人（如有）的信貸審查及評估結果，對有關付款計劃所述的貸款條款（包括但不限於貸款金額、利率、年期及／或其他條件）作出調整。
- (IV) The First Mortgage Loan shall be secured by a first legal mortgage over the Property.
第一按揭貸款以本物業之第一法定按揭作抵押。
- (V) The Property shall only be self-occupied by the Purchaser.
本物業只可供買方自住。
- (VI) The maximum tenor of First Mortgage Loan shall be 25 years.
第一按揭貸款年期最長為25年。
- (VII) The Purchaser shall repay the First Mortgage Loan by monthly instalments.
買方須以按月分期償還第一按揭貸款。
- (VIII) The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check on the Purchaser and his/her/its guarantor (if any). The Purchaser and his/her/its guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.
買方及其擔保人（如有）須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及／或銀行紀錄。指定財務機構會對買方及其擔保人（如有）進行信貸審查。買方及其擔保人（如有）必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。
- (IX) The First Mortgage Loan shall be approved by the designated financing company independently.

第一按揭貸款申請須由指定財務機構獨立審批。

- (X) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the First Mortgage Loan. 買方須就申請第一按揭貸款支付港幣\$5,000不可退還的申請手續費。
- (XI) All legal documents of First Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the First Mortgage Loan.
所有第一按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及雜費。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第一按揭貸款的律師費用及雜費。
- (XII) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the First Mortgage Loan. The approval or disapproval of the First Mortgage Loan, the approved loan amount, interest rate and the other terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement.
買方敬請向指定財務機構查詢有關第一按揭貸款用途及詳情。第一按揭貸款批出與否、批出貸款金額、利率及其他條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按正式合約完成本物業的交易及繳付本物業的樓價全數。
- (XIII) The First Mortgage Loan is subject to other terms and conditions.
第一按揭貸款受其他條款及細則約束。
- (XIV) No representation or warranty is given or shall be deemed to have been given by the Vendor or the Person so Engaged as to the arrangement and the approval of the First Mortgage Loan. The Vendor and the Person so Engaged are not, and will not be, involved in the arrangements of the First Mortgage Loan. The Purchaser shall have no claims whatsoever against the Vendor and/or the Person so Engaged as a result of or in connection with the approval and/or disapproval of the First Mortgage Loan and/or any matters relating to the First Mortgage Loan.
賣方或如此聘用的人無給予或視之為已給予任何就第一按揭貸款之安排及批核的陳述或保證。賣方及如此聘用的人並沒有亦不會參與第一按揭貸款之安排。買方不得就由於或有關第一按揭貸款的批核及／或不批核及／或任何第一按揭貸款相關事宜而向賣方及／或如此聘用的人提出任何申索。

- Appendix 1.1(b) Standby Second Mortgage Loan (only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))
- 附錄 1.1(b) 備用第二按揭貸款（只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人）

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

如此聘用的人的指定財務機構（『指定財務機構』）提供備用第二按揭貸款（『第二按揭貸款』）之主要條款如下：

- (I) The Purchaser makes a written application to the designated financing company for a Second Mortgage Loan not less than 60 days before the actual date of completion of sale and purchase of the Property. Late loan applications will not be processed by the designated financing company.
買方於實際完成住宅物業買賣交易日前最少60日以書面向指定財務機構申請第二按揭貸款。指定財務機構將不會處理逾期貸款申請。
- (II) The maximum amount of the Second Mortgage Loan shall be 25% of the Purchase Price as mentioned in the relevant payment plan, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall not exceed 75% of the Purchase Price, or the balance of Purchase Price payable, whichever is lower. The relevant interest rates are specified in the table below.
第二按揭貸款的最高金額為有關貸款計劃所述之樓價的25%，惟第一按揭貸款（由第一按揭銀行提供）及第二按揭貸款總金額不可超過樓價的75%，或應繳付之樓價餘額，以較低者為準。有關按揭利率請參閱以下列表。

The Amount of the Second Mortgage Loan 第二按揭貸款金額	Interest rate 按揭利率
Higher than 20% of the Purchase Price but not higher than 25% of the Purchase Price 高於樓價的20%但不高於樓價的25%	Interest rate for the first 36 months shall be 2.18%, thereafter at Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited plus 1% p.a., subject to fluctuation. 首36個月之按揭利率為2.18% p.a.，其後之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率加1% p.a.，利率浮動。
Not higher than 20% of the Purchase Price 不高於樓價的20%	Interest rate for the first 36 months shall be 1.98%, thereafter at Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited plus 1% p.a., subject to fluctuation. 首36個月之按揭利率為1.98% p.a.，其後之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率加1% p.a.，利率浮動。

- (III) **In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.**
指定財務機構會因應買方及其擔保人（如有）的信貸審查及評估結果，對有關付款計劃所述的貸款條款（包括但不限於貸款金額、利率、年期及／或其他條件）作出調整。
- (IV) The Second Mortgage Loan shall be secured by a legal mortgage over the Property.
第二按揭貸款以本物業之法定按揭作抵押。
- (V) The Property shall only be self-occupied by the Purchaser.

本物業只可供買方自住。

- (VI) The maximum tenor of the Second Mortgage Loan shall be 25 years or the tenor of first mortgage loan (offered by the first mortgagee bank), whichever is shorter.
第二按揭貸款年期最長為25年，或第一按揭貸款（由第一按揭銀行提供）之年期，以較短者為準。
- (VII) The Purchaser shall repay the Second Mortgage Loan by monthly instalments.
買方須以按月分期償還第二按揭貸款。
- (VIII) The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check on the Purchaser and his/her/its guarantor (if any). The Purchaser and his/her/its guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.
買方及其擔保人（如有）須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及／或銀行紀錄。指定財務機構會對買方及其擔保人（如有）進行信貸審查。買方及其擔保人（如有）必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。
- (IX) The first mortgagee bank shall be nominated and referred by the designated financing company and the Purchaser shall obtain consent from the first mortgagee bank to apply for the Second Mortgage Loan.
第一按揭銀行須為指定財務機構所指定及轉介之銀行，買方並且須得到該銀行同意辦理第二按揭貸款。
- (X) The first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall be approved by the relevant mortgagees independently.
第一按揭貸款（由第一按揭銀行提供）及第二按揭貸款須由有關承按機構獨立審批。
- (XI) All legal documents of the Second Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the Second Mortgage Loan.
所有第二按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及雜費。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第二按揭貸款的律師費用及雜費。
- (XII) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Second Mortgage Loan.
買方須就申請第二按揭貸款支付港幣\$5,000不可退還的申請手續費。
- (XIII) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Second Mortgage Loan. The approval or disapproval of the Second Mortgage Loan, the approved loan amount, interest rate and other terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement.
買方敬請向指定財務機構查詢有關第二按揭貸款用途及詳情。第二按揭貸款批出與否、批出貸款金額、利率及其他條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按正式合約完成本物業的交易及繳付本物業的樓價全數。
- (XIV) This Second Mortgage Loan is subject to other terms and conditions.
此第二按揭貸款受其他條款及細則約束。

- (XV) No representation or warranty is given or shall be deemed to have been given by the Vendor or the Person so Engaged as to the arrangement and the approval of the Second Mortgage Loan. The Vendor and the Person so Engaged are not, and will not be, involved in the arrangements of the Second Mortgage Loan. The Purchaser shall have no claims whatsoever against the Vendor and/or the Person so Engaged as a result of or in connection with the approval and/or disapproval of the Second Mortgage Loan and/or any matters relating to the Second Mortgage Loan.

賣方或如此聘用的人無給予或視之為已給予任何就第二按揭貸款之安排及批核的陳述或保證。賣方及如此聘用的人並沒有亦不會參與第二按揭貸款之安排。買方不得就由於或有關第二按揭貸款的批核及／或不批核及／或任何第二按揭貸款相關事宜而向賣方及／如此聘用的人提出任何申索。

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

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

Appendix 1.1(c) King's Key (only applicable to the Purchaser who is an individual)
 附錄 1.1(c) King's Key (只適用於個人名義買方)

The Purchaser can apply to the Person so Engaged's designated financing company ("designated financing company") for the King's Key ("Payment Financing"). Key terms are as follows:

買方可向如此聘用的人的指定財務機構（『指定財務機構』）申請King's Key（『樓價貸款』），主要條款如下：

- (I) The Purchaser makes a written application to the designated financing company for the Payment Financing not less than 60 days before the actual date of completion of sale and purchase of the Property. Late loan applications will not be processed by the designated financing company.

買方於實際完成住宅物業買賣交易日前最少60日以書面向指定財務機構申請樓價貸款。指定財務機構將不會處理逾期貸款申請。

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

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

- The registered owner of the Existing Property (or any one of the registered owners) must be the Purchaser (or any one of the Purchasers) or a connected family member (i.e. spouse, parents, children, brothers, sisters, grandparents or grandchildren) of the Purchaser or a connected family member of any one of the Purchasers; and
現有物業的業主（或其中一位業主）必須為買方（或買方其中一位）或買方的至親（即配偶、父母、子女、兄弟、姊妹、祖父母、外祖父母、孫、孫女、外孫或外孫女）或買方其中一位的至親；及
- The title to the Existing Property is good; and
現有物業的業權良好；及
- The Existing Property is not leased out; and
現有物業沒有出租；及
- The Existing Property is not subject to any mortgage or incumbrance other than bank mortgage; and
現有物業沒有銀行按揭以外的其他按揭或產權負擔；及
- The Existing Property is not a village-type house, residential property in a single block with an Occupation Permit issued before 1980, property which is subject to alienation restrictions and non-estate-type property situated on the outlying islands, etc; and
現有物業不屬於村屋、1980年前發出入伙紙的單幢式住宅物業、有轉讓限制的物業或非屋苑式的離島物業等；及
- The value of the Existing Property must satisfy the following requirement:
現有物業的價值必須符合以下要求：

At the time of application for the Payment Financing 於申請樓價貸款時	The designated financing company's valuation of the Existing Property ("Valuation") 指定財務機構估算現有物業的價值(『估算價值』)
The Existing Property or (if more than one Existing Property) all Existing Properties do not have any mortgage 現有物業或(如多於一個現有物業)全部現有物業沒有任何按揭	The (total) Valuation of the Existing Property(ies) is 50% of the Purchase Price or above 現有物業的(總)估算價值為樓價的50%或以上

The Existing Property or (if more than one Existing Property) any one or more of the Existing Property(ies) is/are mortgaged to a bank 現有物業或(如多於一個現有物業)任何一個或以上現有物業有銀行按揭	The (total) Valuation of the Existing Property(ies) is 70% of the Purchase Price or above 現有物業的(總)估算價值為樓價的70%或以上
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Notwithstanding meeting the above requirements, the designated financing company reserves the right not to accept the Existing Property as security.

儘管符合上述要求，指定財務機構保留權利不接受現有物業作為抵押品。

(III) The maximum amount of Payment Financing shall be:

樓價貸款的最高金額為：

Tranche部份	The maximum amount of Payment Financing 樓價貸款的最高金額
Tranche A: for payment of the balance of the Purchase Price A 部份：用於繳付樓價餘額	80% of the Purchase Price less all cash rebate(s) (if any) that will be offered by the Person so Engaged for part payment of the balance of Purchase Price (if the (total) valuation of the Existing Property is 50% of the Purchase Price or above, but less than 60% of the Purchase Price); or 樓價的80%及扣除所有如此聘用的人將提供用以支付樓價餘額部份的現金回贈（如有）後的金額（如現有物業的(總)估算價值為樓價50%或以上，但少於樓價60%）；或 90% of the Purchase Price less all cash rebate(s) (if any) that will be offered by the Person so Engaged for part payment of the balance of Purchase Price (if the (total) valuation of the Existing Property is 60% of the Purchase Price or above), 樓價的90%及扣除所有如此聘用的人將提供用以支付樓價餘額部份的現金回贈（如有）後的金額（如現有物業的(總)估算價值為樓價60%或以上）， provided that the loan amount shall not exceed the balance of Purchase Price payable. 惟貸款金額不可超過應繳付之樓價餘額。
Tranche B (if applicable): for repayment of the mortgage loan of the Existing Property B 部份（如適用）：用於償還現有物業的按揭貸款	10% of the Purchase Price (if the (total) valuation of the Existing Property(ies) is 70% of the Purchase Price or above, but less than 80% of the Purchase Price); or 樓價的10%（如現有物業的(總)估算價值為樓價70%或以上，但少於樓價80%）；或 20% of the Purchase Price (if the (total) valuation of the Existing Property(ies) is 80% of the Purchase Price or above, but less than 90% of the Purchase Price) ; or 樓價的20%（如現有物業的(總)估算價值為樓價80%或以上，但少於樓價90%）；或 30% of the Purchase Price (if the (total) valuation of the Existing Property(ies) is 90% of the Purchase Price or above), 樓價的30%（如現有物業的(總)估算價值為樓價90%或以上）， provided that the loan amount shall not exceed the balance of the mortgage loan of the Existing Property. 惟貸款金額不可超過現有物業的按揭貸款餘額。

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

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

- (IV) The Property shall only be self-occupied by the Purchaser.
本物業只可供買方自住。
- (V) The Purchaser is required to provide necessary documents upon request from the designated financing company, including without limitation, credit report, repayment record and/or banking record. The designated financing company will conduct credit check on the Purchaser and his/her guarantor (if any). The Purchaser and his/her guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.
買方須提供指定財務機構所需文件，包括但不限於在指定財務機構要求下提供信貸報告、還款紀錄及/或銀行紀錄。指定財務機構會對買方及其擔保人（如有）進行信貸審查。買方及其擔保人（如有）必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。
- (VI) The Purchaser is required to provide the funding arrangement for repayment on maturity (for example: sale of other property(ies)) and provide the relevant documents (for example: information of the other property(ies)).
買方須提供於到期還款資金安排（例如：出售其他物業），並提供相關文件證明（例如：其他物業資料）。
- (VII) The Payment Financing shall be approved by the designated financing company independently.
樓價貸款申請須由指定財務機構獨立審批。
- (VIII) The Payment Financing shall be fully drawn in one lump sum and shall only be applied for payment of the balance of Purchase Price and (if applicable) repayment of the mortgage loan of the Existing Property. If the mortgage loan of the Existing Property cannot be fully repaid by the Payment Financing, the registered owner of the Existing Property shall arrange his/her own funds to fully repay the mortgage loan of the Existing Property.
樓價貸款必須一次過全部提取，並只可用於繳付樓價餘額及（如適用）償還現有物業的按揭貸款。如樓價貸款不足以償清現有物業的按揭貸款，現有物業的業主須自行安排資金以償清現有物業的按揭貸款。
- (IX) The maximum tenor of the Payment Financing shall be 36 months.
樓價貸款的年期最長為36個月。
- (X) Interest rate shall be 1.98%p.a. The final interest rate will be subject to approval by the designated financing company.
利率為1.98% p.a.。最終利率以指定財務機構審批結果而定。
- (XI) The Purchaser shall repay the Payment Financing in the following manner:
買方須以以下方式償還樓價貸款：
- (a) 每月供款相當於樓價0.5%，先用於支付利息，餘款用於償還樓價貸款的A部份；及
monthly installment amount equivalent to 0.5% of the Purchase Price shall be paid to settle interest first, and the balance shall be applied for repayment of the Tranche A of the Payment Financing; and
- (b) fully repay the balance of the Payment Financing and interest on the maturity date.
於到期日，全數償還樓價貸款餘款及利息。
- (XII) The Purchaser may apply to the designated financing company for the Extended Loan as set out in Appendix 1.1(d) for repayment of the Tranche A of the Payment Financing upon the maturity date of the Payment Financing. The maximum amount of the Extended Loan shall be:

買方可向指定財務機構申請附錄1.1(d)所述的延續貸款，於樓價貸款到期日用以償還樓價貸款的貸款A部份。延續貸款的最高金額為：

At the time of application for the Payment Financing 於申請樓價貸款時	The maximum amount of the Extended Loan 延續貸款的最高金額
The Existing Property or (if more than one Existing Property) all Existing Properties do not have any mortgage 現有物業或(如多於一個現有物業)全部現有物業沒有任何按揭	the balance of the Tranche A of the Payment Financing repayable on maturity date of the Payment Financing less 10% of the Purchase Price. 樓價貸款的到期日須償還的樓價貸款的貸款A部份的餘款減去樓價的10%。
The Existing Property or (if more than one Existing Property) any one or more of the Existing Property(ies) is/are mortgaged to a bank 現有物業或(如多於一個現有物業)任何一個或以上現有物業有銀行按揭	the balance of the Tranche A of the Payment Financing repayable on maturity date of the Payment Financing. 樓價貸款的到期日須償還的樓價貸款的貸款A部份的餘款。

The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her guarantor (if any). Please see Appendix 1.1(d) for details.

指定財務機構會因應買方及其擔保人（如有）的信貸評估結果，對貸款金額作出調整。詳情請參閱附錄 1.1(d)。

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

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

- (XIV) **In accordance with the result of credit check and assessment of the Purchaser and his/her guarantor (if any), the designated financing company will adjust the loan term(s) (including but not limitation the loan amount, the interest rate, the tenor and/ or the other conditions) as set out in the relevant payment plan.**

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

- (XV) The Purchaser is advised to enquire with the designated financing company about the purpose and details of the loan. The approval or disapproval of the loan, the approved loan amount, interest rate and other terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the agreement for sale and purchase.

買方敬請向指定財務機構查詢有關貸款用途及詳情。貸款批出與否、批出貸款金額、利率及其他條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按買賣合約完成本物業的交易及繳付本物業的樓價全數。

- (XVI) This loan is subject to other terms and conditions.

此貸款受其他條款及細則約束。

- (XVII) No representation or warranty is given or shall be deemed to have been given by the Person so Engaged or the Vendor as to the arrangement and the approval of the Payment Financing. The Person so Engaged and the Vendor are not, and will not be, involved in the arrangements of the Payment Financing. The Purchaser shall have no claims whatsoever against the Person so Engaged and/or the Vendor as a result of or in connection with the approval and/or disapproval of the Payment Financing and/or any matters relating to the Payment Financing.

如此聘用的人或賣方均無給予或視之為已給予任何就樓價貸款之安排及批核的陳述或保證。如此聘用的人及賣方並沒有亦不會參與樓價貸款之安排。買方不得就由於或有關樓價貸款的批核及／或不批核及／或任何樓價貸款相關事宜而向如此聘用的人及／或賣方提出任何申索。

Appendix 1.1(d) Extended Loan (applicable only to the Purchaser who is an individual)
附錄 1.1(d) 延續貸款（只適用於個人名義買方）

- (I) The Purchaser makes a written application to the designated financing company for the Extended Loan (“Extended Loan”) not less than 60 days before the maturity date of the relevant loan (refer to King’s Key as set out in Appendix 1.1(c)). Late loan applications will not be processed by the designated financing company.
買方於有關貸款（指附錄1.1(c)所述之King’s Key）到期日前最少60日以書面方式向指定財務機構申請延續貸款（『延續貸款』）。指定財務機構將不會處理逾期貸款申請。
- (II) The maximum amount of the Extended Loan shall be as mentioned in the Appendix 1.1(c).
延續貸款的最高金額請參閱附錄1.1(c)。
- (III) The Extended Loan shall be secured by the first legal mortgage(s) as per the requirement at the time of application for the relevant loan.
延續貸款必須以有關貸款申請時所要求的第一法定按揭作為抵押。
- (IV) The Property shall only be self-occupied by the Purchaser.
本物業只可供買方自住。
- (V) The Purchaser and his/her guarantor (if any) shall provide sufficient documents to prove his/her repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check on the Purchaser and his/her guarantor (if any). The Purchaser and his/her guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.
買方及其擔保人（如有）須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及／或銀行紀錄。指定財務機構會對買方及其擔保人（如有）進行信貸審查。買方及其擔保人(如有)必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。
- (VI) The Extended Loan shall be approved by the designated financing company independently.
延續貸款申請須由指定財務機構獨立審批。
- (VII) The Extended Loan shall be fully drawn in one lump sum and shall only be applied for repayment of the balance of the relevant loan.
延續貸款必須一次過全部提取，並只可用於償還有關貸款餘款。
- (VIII) The maximum tenor of the Extended Loan shall be 20 years.
延續貸款年期最長為20年。
- (IX) Interest rate shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率加1% p.a.，利率浮動。最終利率以指定財務機構審批結果而定。
- (X) The Purchaser shall repay the Extended Loan by monthly instalments.
買方須以按月分期償還延續貸款。
- (XI) All legal documents of the Extended Loan shall be handled by the Vendor’s solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her own solicitors to act for him/her, and in such event, the Purchaser shall also bear his/her own solicitors’ costs and disbursements relating to the Extended Loan.
所有延續貸款的法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及雜費。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關延續貸款的律師費用及雜費。

- (XII) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Extended Loan.
買方須就申請延續貸款支付港幣\$5,000不可退還的申請手續費。
- (XIII) **In accordance with the result of credit check and assessment of the Purchaser and his/her guarantor (if any), the designated financing company will adjust the loan term(s) (including but not limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.**
指定財務機構會因應買方及其擔保人（如有）的信貸審查及評估結果，對有關付款計劃所述的貸款條款（包括但不限於貸款金額、利率、年期及／或其他條件）作出調整。
- (XIV) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Extended Loan. The approval or disapproval of the Extended Loan, the approved loan amount, interest rate and other terms thereof are subject to the final decision of the designated financing company.
買方敬請向指定財務機構查詢有關延續貸款用途及詳情。延續貸款批出與否、批出貸款金額、利率及其他條款，指定財務機構有最終決定權。
- (XV) The Extended Loan is subject to other terms and conditions.
延續貸款受其他條款及細則約束。
- (XVI) No representation or warranty is given or shall be deemed to have been given by the Person so Engaged or the Vendor as to the arrangement and the approval of the Extended Loan. The Person so Engaged and the Vendor are not, and will not be, involved in the arrangements of the Extended Loan. The Purchaser shall have no claims whatsoever against the Person so Engaged and/or the Vendor as a result of or in connection with the approval and/or disapproval of the Extended Loan and/or any matters relating to the Extended Loan.
如此聘用的人或賣方無給予或視之為已給予任何就延續貸款之安排及批核的陳述或保證。如此聘用的人及賣方並沒有亦不會參與延續貸款之安排。買方不得就由於或有關延續貸款的批核及／或不批核及／或任何延續貸款相關事宜而向如此聘用的人及／或賣方提出任何申索。

Appendix 2 of the Tender Notice

招標公告附錄 2

"Keep Money Laundering Away from Hong Kong" Leaflet

嚴禁清洗黑錢宣傳單張

Keep Money Laundering Away from Hong Kong

Lawyers and Public to Play Key Roles

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

For Individuals

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

For Corporations

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

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

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

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

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

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

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

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



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

Frequently Asked Questions

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

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

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

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

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

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

What is meant by suspicious transaction?

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

- A secretive entity
- Unusual instructions
- Unusual settlement requests

What if I do not want to disclose my information?

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

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

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



A secretive entity ☒

Unusual instructions ☐

Unusual settlement requests ☐

律師與市民齊參與 打擊清洗黑錢活動

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

個別人士

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

公司

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

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

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

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

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

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

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

常見問題

香港律師為何要求律師向客戶索取有關身份證明及核實資料？

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

除身份證明文件外，律師還會進一步索取其他資料嗎？

律師將根據交易性質進行查證工作。例如辦理樓宇買賣時，律師可能提出以下問題：

- 交易目的為何？

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

如果是較複雜或金額不尋常的交易，客戶可能需要提供進一步資料。

何謂「可疑交易」？

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

- 身份不明
- 不尋常的指示
- 不尋常的結算要求

我可否拒絕提供資料？

假如客戶未能提供所需資料，律師可能會拒絕或停止為該客戶服務。

律師將如何處理我所提供的資料？資料會否保密？會否轉交第三者？

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

- ☒ 身份不明
- ☐ 不尋常的指示
- ☐ 不尋常的結算要求



你我攜手為香港把關 Gatekeeping for HKSAR

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



PART 2: OFFER FORM

第 2 部份：要約表格

To: **The Vendor**
致： **賣方**

1. Offer
要約

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

本人／我們（其名稱與地址載於本要約表格附表 1），即投標者，現不可撤銷地提出要約以本要約表格附表 1 中指明的投標價購買投標物業，並受招標文件及本要約表格附表 2 中的出售條款的條款及細則所約束。

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

I/We agree, accept and declare that in the event that this tender is accepted by the Vendor, then until the Agreement is signed, this Offer Form (excluding Part II of Section 4 of the First Schedule to this Offer Form) together with the Vendor's written acceptance thereof shall constitute a binding agreement between me/us and the Vendor on the terms and conditions contained in this Offer Form (excluding Part II of Section 4 of the First Schedule to this Offer Form).

本人／我們同意及聲明，如本投標書獲賣方接納，則在正式合約簽署之前，本要約表格（除本要約表格附表 1 第 4 節的第 II 部份外）連同賣方的書面承約將構成本人／我們與賣方之間按照載於本要約表格（除本要約表格附表 1 第 4 節的第 II 部份外）的條款及細則訂立的一份具約束力的協議。

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

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

本人／我們同意於本要約表格附表 1 中指明的香港通訊地址將作為收取接納書或退回銀行本票及／或支票的地址。接納書在投郵後的第 2 個工作日視為已經正式收到。

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

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

本人／我們現聲明、陳述及保證如下：

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

本要約表格附表 1 中指明的資料，在本人／我們的所知的範圍內，均為真實及正確。

(b) The Vendor, the Person so Engaged and their staff did not and will not collect directly or indirectly from the Purchaser or the intermediary (if any) (i) any fees or commission in addition to the Purchase Price of the Property, (ii) any information or (iii) any copy documents. If there are any person alleging to be the staff or agent of the Vendor or the Person so Engaged demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.

賣方、如此聘用的人及其職員並無亦不會直接或間接向買方或中介人（如有）收取(i)除本物業樓價外的任何費用或佣金、(ii)任何資料或(iii)任何副本文件。如有任何人士以賣方的或如此聘用的人的僱員或代理人之名義在買方購買本物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。

5. Terms defined in the Tender Notice shall have the same meanings when used in this Offer Form unless otherwise defined herein.
除非在本要約表格中另有定義，否則招標公告中定義的詞語用於本要約表格時具有相同意思。
6. I/We authorize the Vendor to complete the particulars (now in blank) (if any) in the documents submitted together with this Offer Form.
本人／我們授權賣方完成連同本要約表格遞交的文件中的細節（現在留白）（如有）。

First Schedule to the Offer Form
要約表格附表 1

Tenderer's Information and Tendered Property
投標者資料及投標物業

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

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

Section 2-Tendered Property 第 2 節-投標物業			
Tower 座數	Zone 區	Floor 樓層	Flat 單位

Section 3-Tender Price 第 3 節-投標價			
Tender Price (HK\$) 投標價（港幣）			
Cashier's order(s) and cheque(s) (if applicable) (in the aggregate amount of 5% of the Tender Price) 銀行本票及支票（如適用）（總金額為投標價的 5%）			
Cashier's order(s)* 銀行本票*	Amount (HK\$) 金額（港幣）	Bank 銀行	Cashier's order no. 本票號碼
Cheque(s) 支票	Amount (HK\$) 金額（港幣）	Bank 銀行	Cheque no. 支票號碼

* Provided that at least HK\$500,000 shall be paid by cashier's order(s)
 * 惟當中最少港幣\$500,000 須以銀行本票支付

Section 4—Payment plan
第 4 節—支付辦法

Part I Terms of Payment
第 I 部分 支付條款

The Purchase Price of the Property shall be paid by the Purchaser to the Vendor in the manner as follows:
(*Please tick according to Purchaser's choice)

本物業的樓價須由買方按以下方式支付予賣方： **(*請按買方的選擇剔選)**

☐* **180 days Payment Plan (TA2)**
180 日付款計劃 (TA2)

- A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).
臨時訂金即樓價 5%於投標書獲賣方接納當日（即接納書的日期）繳付。
- A further deposit equivalent to 5% of the Purchase Price shall be paid within 30 days after the date of Letter of Acceptance;
加付訂金即樓價 5%於接納書的日期後 30 內繳付。
- 5% of the Purchase Price (part payment of Purchase Price) shall be paid within 90 days after the date of Letter of Acceptance; and
樓價 5%（部份樓價）於接納書的日期後 90 內繳付。
- 85% of the Purchase Price (balance of Purchase Price) shall be paid within 180 days after the date of the Letter of Acceptance.
樓價 85%（樓價餘額）於接納書的日期後 180 內繳付。

The date of completion shall not be earlier than 90 days after the date of the Letter of Acceptance. The date of completion of Flat C, 80/F, Zone 3, Tower 21 shall not be earlier than 170 days after the date of the Letter of Acceptance.

成交日不可早於接納書的日期後 90 日。第 21 座第 3 區 80 樓 C 單位的成交日不可早於接納書的日期後 170 日。

☐* **360 days Payment Plan (TB2)**
360 日付款計劃 (TB2)

- A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).
臨時訂金即樓價 5%於投標書獲賣方接納當日（即接納書的日期）繳付。
- A further deposit equivalent to 5% of the Purchase Price shall be paid within 90 days after the date of Letter of Acceptance;
加付訂金即樓價 5%於接納書的日期後 90 內繳付。
- 5% of the Purchase Price (part payment of Purchase Price) shall be paid within 180 days after the date of Letter of Acceptance; and
樓價 5%（部份樓價）於接納書的日期後 180 內繳付。
- 85% of the Purchase Price (balance of Purchase Price) shall be paid within 360 days after the date of the Letter of Acceptance.
樓價 85%（樓價餘額）於接納書的日期後 360 內繳付。

The date of completion shall not be earlier than 90 days after the date of the Letter of Acceptance. The date of completion of Flat C, 80/F, Zone 3, Tower 21 shall not be earlier than 170 days after the date of the Letter of Acceptance.

成交日不可早於接納書的日期後 90 日。第 21 座第 3 區 80 樓 C 單位的成交日不可早於接納書的日期後 170 日。

Part II List of the gifts, financial advantage or benefits

第 II 部分 贈品、財務優惠或利益的列表

1. Loan Benefit

貸款優惠

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

買方可向如此聘用的人的指定財務機構申請以下其中一項貸款優惠：

- (a) **Standby First Mortgage Loan** (only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))
備用第一按揭貸款（只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人）

The maximum amount of Standby First Mortgage Loan shall be 70% of the Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. Interest rate for the first 36 months shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited ("Hong Kong Dollar Best Lending Rate") minus 2.85% p.a., thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation. Please see Appendix 1.1(a) of the Tender Notice for details.

備用第一按揭貸款的最高金額為樓價的70%，惟貸款金額不可超過應繳付之樓價餘額。首36個月之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率（『港元最優惠利率』）減2.85% p.a.，其後之按揭利率為港元最優惠利率加1% p.a.，利率浮動。詳情請參閱招標公告附錄1.1(a)。

- (b) **Standby Second Mortgage Loan** (only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))

備用第二按揭貸款（只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人）

The maximum amount of Standby Second Mortgage Loan shall be 25% of the Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Standby Second Mortgage Loan shall not exceed 75% of the Purchase Price, or the balance of Purchase Price payable, whichever is lower. The relevant interest rates are specified in the table below. Please see Appendix 1.1(b) of the Tender Notice for details.

備用第二按揭貸款的最高金額為樓價的25%，惟第一按揭貸款（由第一按揭銀行提供）及第二按揭貸款總金額不可超過樓價的75%，或應繳付之樓價餘額，以較低者為準。有關按揭利率請參閱以下列表。詳情請參閱招標公告附錄1.1(b)。

The Amount of Standby Second Mortgage Loan 備用第二按揭貸款金額	Interest rate 按揭利率
Higher than 20% of the Purchase Price but not higher than 25% of the Purchase Price 高於樓價的20%但不高於樓價的25%	Interest rate for the first 36 months shall be 2.18% p.a., thereafter at Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited plus 1% p.a., subject to fluctuation. 首36個月之按揭利率為2.18% p.a.，其後之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率加1% p.a.，利率浮動。
Not higher than 20% of the Purchase Price 不高於樓價的20%	Interest rate for the first 36 months shall be 1.98% p.a., thereafter at Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited plus 1% p.a., subject to fluctuation. 首36個月之按揭利率為1.98% p.a.，其後之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率加1% p.a.，利率浮動。

- (c) **King's Key** (only applicable to the Purchaser(s) who is/are individual(s))
King's Key (只適用於個人名義買方)

King's Key is divided into two tranches: the maximum loan amount of Tranche A (for payment of the balance of the Purchase Price) shall be 90% of the Purchase Price and (if applicable) the maximum loan amount of Tranche B (for repayment of the mortgage loan of the Existing Property) shall be 30% of the Purchase Price. Please see Appendix 1.1(c) of the Tender Notice for details.

King's Key 分為兩部份：A 部份(用於繳付樓價餘額)的最高貸款金額為樓價 90%及(如適用)B 部份(用於償還現有物業的按揭貸款)的最高貸款金額為樓價 30%。詳情請參閱招標公告附錄 1.1(c)。

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

Without affecting the Purchaser's rights under the Agreement, the Person so Engaged shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of completion of sale and purchase of the Property rectify any defects (fair wear and tear excepted) to the Property (excluding landscape area and potted plants (if any), the Furniture and Chattels as set out in paragraph 3 (if any) and Kitchen Cabinet as set out in paragraph 5 (if any)) caused otherwise than by the act or neglect of any person (excluding the Person so Engaged). The First 3 Years Warranty Offer is subject to other terms and conditions.

在不影響買方於正式合約下之權利的前提下，本物業（但不包括園景及盆栽（如有）、第 3 段所述的傢俱和物件（如有）及第 5 段所述的廚櫃（如有））有欠妥之處（正常損耗除外），而該欠妥之處並非由任何人（不包括如此聘用的人）之行為或疏忽造成，買方可於本物業的成交日起計 3 年內向如此聘用的人發出書面通知，如此聘用的人須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。首 3 年保修優惠受其他條款及細則約束。

3. Offer of Residential Car Parking Space(s)
住戶停車位優惠

- (a) The Purchaser of a residential property set out in Table 1 below will be offered an option to purchase not more than two designated residential car parking spaces of the Phase as determined by the Person so Engaged. The Purchaser shall exercise his/her/its option to purchase residential car parking space in accordance with time limit, terms and manner as prescribed by the sales arrangements of the residential car parking spaces to be announced. Otherwise, the option to purchase residential car parking space shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.

購買列於以下表 1 內的住宅物業之買方，可享有認購由如此聘用的人決定的該期數不多於兩個住戶停車位的權利。買方須根據日後公佈的住戶停車位之銷售安排所規定的時限、條款及方法認購指定住戶停車位，否則其認購住戶停車位的權利將會自動失效，買方不會為此獲得任何補償。

Table 1
表1

Tower 座數	Zone 區	Floor 樓層	Flat 單位
Tower 20 第20座	Zone 1 第1區	91/F 91樓	A
Tower 20 第20座	Zone 1 第1區	91/F 91樓	C
Tower 20 第20座	Zone 1 第1區	91/F 91樓	D
Tower 20 第20座	Zone 2 第2區	12/F 12樓	A
Tower 21 第21座	Zone 1 第1區	91/F 91樓	A
Tower 21 第21座	Zone 1 第1區	91/F 91樓	B
Tower 21 第21座	Zone 1 第1區	91/F 91樓	C
Tower 21 第21座	Zone 3 第3區	80/F 80樓	C

- (b) The Purchaser will be offered an option to purchase one residential car parking space of the Phase (the “Option”) as determined by the Person so Engaged, if the Purchaser:
如屬以下情況的買方，可享有認購由如此聘用的人決定的該期數的一個住戶停車位的權利（『該權利』）。

- (i) Purchase one residential property set out in Table 2 below; or
購買列於以下表 2 內的一個住宅物業；或

Table 2 表 2			
Tower 座數	Zone 區	Floor 樓層	Flat 單位
Tower 20 第 20 座	Zone 2 第 2 區	12/F 12 樓	B

- (ii) Purchase one residential property set out in Table 3 below, and one or more other residential properties set out in Table 3 or Table 4 below in two or more tenders of same date and under same purchaser (or any one of purchasers) and fill in the following details in respect of another residential property in the combination. The Option shall belong to the residential property of higher purchase price. In case of dispute, the Person so Engaged shall have the sole and absolute discretion to determine. The Purchaser shall exercise his/her/its option to purchase residential car parking space in accordance with time limit, terms and manner as prescribed by the sales arrangements of the residential car parking spaces to be announced. Otherwise, the option to purchase residential car parking space shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.

買方（或買方其中一方）透過相同日期的兩份或以上招標文件，購買列於以下表 3 內的一個住宅物業，並購買一個或多個列於以下表 3 或表 4 內的住宅物業，並填寫以下組合中另一住宅物業的有關詳情。該權利屬於樓價格較高的住宅物業。如有任何爭議，如此聘用的人有全權及絕對酌情決定。買方須根據日後公佈的住戶停車位之銷售安排所規定的時限、條款及方法行使其認購住戶停車位的權利，否則其認購住戶停車位的權利將會自動失效，買方不會為此獲得任何補償。

Tower 座數	Zone 區	Floor 樓層	Flat 單位
Tower 第 _____ 座	Zone 第 _____ 區	_____/F 樓	_____
Tower 第 _____ 座	Zone 第 _____ 區	_____/F 樓	_____

- (c) The Purchaser of a residential property set out in Table 3 below (“Specified Purchaser”) shall in respect of the purchase of each residential property set out in Table 3 below have one chance (“balloting chance”) to participate in the balloting for selection and purchase of one residential car parking space of the Phase as determined by the Person so Engaged. For the avoidance of doubt, the Purchaser involved in the combination of units satisfying paragraph 4(b)(ii) shall not be entitled to a balloting chance in respect of the units involved in such combination. The Specified Purchaser shall participate in the balloting to determine the order of priority for selection and purchase of the residential car parking spaces in accordance with the sales arrangement of the residential car parking spaces to be announced. In each balloting, the number of residential car parking spaces available for selection will not be less than one half of the total number of balloting chance offered by the Person so Engaged (after the Person so Engaged deducts the number of used balloting chance and lapsed balloting chance) as at the date of announcement of the relevant sales arrangement of the residential car parking spaces. If the Specified Purchaser does not participate in the balloting for selection and purchase of a residential car parking space in accordance with the sales arrangement of the residential car parking spaces to be announced, his/her/its balloting chance shall lapse automatically and the Specified Purchaser shall not be entitled to any compensation therefor. 購買列於以下表 3 內的住宅物業之買方（『指明買方』），可就購買每個以下表 3 內的住宅物業獲一次參與抽籤的機會（『抽籤機會』）以選購由如此聘用的人決定的該期數的一個住戶停車位。但符合第 4(b)(ii)段所述之購買組合的買方，則不會就該組合涉及的單位享有抽

籤機會。指明買方須根據賣方日後公佈的住戶停車位之銷售安排參與抽籤，以決定揀選及購買住戶停車位的優先次序。在每次抽籤時，可供選擇的住戶停車位數量將不少於累計已提供的抽籤機會的數目（如此聘用的人扣減已使用的抽籤機會及已失效的抽籤機會的數目後）的二分之一，數量以公佈住戶停車位之相關銷售安排當日為準。如指明買方不根據日後公佈的住戶停車位之銷售安排參與抽籤以選購住戶停車位，其抽籤機會將會自動失效，指明買方不會為此獲得任何補償。

Table 3

表 3

Tower 座數	Zone 區	Floor 樓層	Flat 單位
Tower 20 第 20 座	Zone 1 第 1 區	86/F to 90/F 86 樓至 90 樓	A
Tower 20 第 20 座	Zone 1 第 1 區	86/F to 90/F 86 樓至 90 樓	C
Tower 20 第 20 座	Zone 1 第 1 區	86/F to 90/F 86 樓至 90 樓	D
Tower 21 第 21 座	Zone 1 第 1 區	90/F 90 樓	A
Tower 21 第 21 座	Zone 1 第 1 區	91/F 91 樓	E
Tower 21 第 21 座	Zone 3 第 3 區	79/F 79 樓	C

Table 4

表 4

Tower 座數	Zone 區	Floor 樓層	Flat 單位
Tower 20 第 20 座	Zone 1 第 1 區	86/F to 90/F 86 樓至 90 樓	D

The price and sales arrangements of residential car parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later.

住戶停車位的售價及銷售安排詳情將由賣方全權及絕對酌情決定，並容後公佈。

4. Free Kitchen Cabinet Offer
送贈廚櫃優惠

The Purchaser of any one residential property set out in table below will be given the kitchen cabinet ("Kitchen Cabinet") currently displayed and placed at the residential property free of charge. No warranty or representation whatsoever is given by Vendor, the Person so Engaged or any person on behalf of the Vendor and the Person so Engaged in any respect as regards the Kitchen Cabinet. In particular, no warranty or representation whatsoever is given as to the condition and state, quality or the fitness whatsoever of the Kitchen Cabinet or as to whether the Kitchen Cabinet is or will be in working condition. The Kitchen Cabinet will be delivered at the Property to Purchaser upon completion on an "as-is" and 'the then as-is' condition. In any event, no objection or requisitions whatsoever shall be raised by the Purchaser in respect of the Kitchen Cabinet. For the avoidance of doubt, the First 3 Years Warranty Offer as set out in paragraph 2 does not apply to the Kitchen Cabinet. This offer is subject to other terms and conditions.

購買列於以下表內的任何一個住宅物業之買方，可免費獲贈將於該住宅物業內安裝之廚櫃（『廚櫃』）。賣方、如此聘用的人或他們的代表不會就該廚櫃作出任何保證、保養或陳述，更不會就其將來狀況作出任何保證、保養或陳述。於成交日廚櫃將以成交時之狀況連本物業交予買方。在任何情況下，買方不得就廚櫃提出任何異議或質詢。第 2 段所述的首 3 年保修優惠不適用於廚櫃。本優惠受其他條款及條件約束。

Tower 座數	Zone 區	Floor 樓層	Flat 單位
Tower 20 第 20 座	Zone 1 第 1 區	87/F to 90/F 87樓至90樓	A

Part III Other Information

第 III 部分 其他資料

1. Depending on the gifts, financial advantage or benefits elected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits are offered or arranged to be provided to the Purchaser by the Person so Engaged. The Person so Engaged's offers or arrangements to provide the gifts, financial advantage or benefits shall cease to have any force or effect if the Agreement(s) is/are terminated or cancelled for whatever reason. The Vendor is not related to such gift, financial advantage or benefit and shall not be responsible for any claims in relation thereto.
視乎買方於其要約表格所選擇的贈品、財務優惠或利益，買方可享有由如此聘用的人提供或安排的相關贈品、財務優惠或利益。如正式合約因任何原因終止或取消，則由如此聘用的人提供或安排的贈品、財務優惠或利益將無效。賣方與該等贈品、財務優惠或利益無關，亦不會就相關之申索承擔任何責任。
2. According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the Purchaser in connection with the purchase of a residential property will be deducted from the Purchase Price when calculating the loan-to-value ratio by the bank; and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.
根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠（如有）；而有關還款能力之要求（包括但不限於供款與入息比率之上限）將按個別銀行及香港金融管理局不時公布之指引而變更。詳情請向有關銀行查詢。
3. All gifts, financial advantage or benefits to be made available to the Purchaser are personal to the Purchaser and the Purchaser shall have no right to assign or otherwise transfer the same to any other person. The Person so Engaged has absolute discretion in deciding whether the Purchaser is entitled to those gifts, financial advantage or benefits. The Person so Engaged also reserves the right to interpret the relevant terms and conditions of those gifts, financial advantage or benefits. In case of dispute, the Person so Engaged's decision shall be final and binding on the Purchaser.
所有提供予買方的贈品、財務優惠或利益予僅對買方有效，且買方無權向任何其他人仕出讓或以任何方式轉讓任何該等贈品、財務優惠或利益。如此聘用的人有絕對酌情權決定買方是否符合資格可獲得該等贈品、財務優惠或利益。如此聘用的人亦保留解釋該等贈品、財務優惠或利益的相關條款的權利。如有任何爭議，如此聘用的人之決定為最終並對買方有約束力。
4. (if applicable) For all cash rebate(s) (rounded up to the nearest integer) that will be offered by the Person so Engaged for part payment of the balance of Purchase Price, subject to the relevant prerequisite for provision the cash rebate(s) being satisfied, the Person so Engaged reserves the right to pay the cash rebate(s) to the Purchaser by other method(s) and in other manner. If subsequently it is discovered that the Purchaser is not entitled to any cash rebate(s), the Purchaser shall forthwith upon demand refund the relevant cash rebate(s) to the Person so Engaged.
（如適用）所有由如此聘用的人將提供用以支付樓價餘額部份的現金回贈（以向上捨入方式換算至整數），在符合提供現金回贈的相關先決條件的情況下，如此聘用的人保留權利以其他方法及形式將現金回贈支付予買方。如其後發現買方不應獲得任何現金回贈，買方收到要求後須立即退回相關現金回贈予如此聘用的人。
5. The Person so Engaged's designated financing company has not and will not appoint any person (third party) for or in relation to granting a loan to any intending borrower or any specified class of intending borrower, whether as to the procuring, negotiation, obtaining, application, guaranteeing or securing the repayment of such a loan.
如此聘用的人的指定財務機構沒有亦將不會委任任何人士（第三方）處理就向任何擬借款人或任何指明類別的擬借款人批出貸款，無論是促使、洽商、取得或申請貸款，或是擔保或保證該筆貸款的償還或有關事宜。

6. The maximum loan amount, interest rate and terms of any loan to be offered by the Person so Engaged's designated financing company are for reference only. The actual loan amount, interest rate and terms to be offered to the Purchaser shall be subject to the independent approval of the designated financing company, and may be affected by the laws and the guidelines, announcement, memorandum, etc. (whether or not the same is binding on the designated financing company) issued by the Government, Hong Kong Monetary Authority, banks and relevant regulatory authorities from time to time. The Purchaser shall provide information and documents requested from the designated financing company, otherwise, the loan shall not be processed.
- 由如此聘用的人之指定財務機構提供的任何貸款，其最高貸款金額、息率及條款僅供參考，買方實際可獲得的貸款金額、息率及條款須視乎指定財務機構的獨立批核結果而定，而且可能受法例及政府、香港金融管理局、銀行及相關監管機構不時發出之指引、公布、備忘等（不論是否對指定財務機構有約束力）影響。買方必須提供指定財務機構所要求的資料及文件，否則貸款將不會獲處理。

Section 5 – Related Tender(s)(if any) († Please tick as appropriate)

第5節 – 相關投標書（如有）（†請剔適用者）

† ☐ I/We confirm that I/we have, at the same time of submitting this Tender Document, submitted separate Offer Form(s) (in the Tenderer's sole name but not in joint names with others) as follows (“**Related Tender(s)**”):-

本人／我們確認本人／我們（以本人／我們的名義而非與他人聯名）已遞交以下個別的要約表格（「**相關投標書**」）：

	Tower 座數	Floor 樓層	Unit 單位
1.			
2.			

Please choose only one of the following († Please tick one of the following boxes):-

請選擇以下其中一個選項：（†請剔其中一個方格）

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

本人／我們提交本投標的前提為本人／我們僅願賣方接受本投標書或相關投標書**其中的一個投標書**。本人／我們明白若賣方接受本人／我們的本投標書及相關投標書任何其中的一個投標書，其他的投標書將不被理會及不被賣方考慮或接受。本人／我們亦確認、同意及接受賣方決定之投標結果為最終的，而本人／我們將不會就此提出任何申索或反對。

† ☐ I/We submit this tender on the condition that the Vendor shall not accept this tender unless the Vendor also accepts **ALL the Related Tender(s)** at the same time. I/We also confirm, agree and accept that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

本人／我們提交本投標的前提為除非賣方亦同時接受**所有相關投標書**，否則賣方不得接受本投標。本人／我們亦確認、同意及接受賣方決定之投標結果為最終的，而本人／我們將不會就此提出任何申索或反對。

☐ My/our Close Relative(s) (as hereinafter defined) (in the Close Relative(s)'s sole name(s) or in joint names with other(s)), whose name(s) is/are set out in the table below, has/have submitted separate Offer Form(s) as follows (“**Related Tender(s)**”):-

在以下列表列出名稱之本人／我們之近親（見義如下）（以近親的名義或與他人聯名）已遞交以下個別的要約表格（「**相關投標書**」）：

	Name of the Close Relative(s) (and other joint tenderer) 近親（及其他聯名投標者）之 名稱	ID/Passport No. 身份證／護照 號碼	Tower 座數	Floor 樓層	Unit 單位
1.					
2.					

I/We submit this tender on the condition that the Vendor shall not accept this tender unless the Vendor also accepts **ALL the Related Tender(s)** at the same time. I/We also confirm, agree and accept that the Vendor has the sole discretion to determine whether the Close Relative(s) relationship is satisfied and that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.
 本人／我們提交本人／我們提交本投標的前提為除非賣方亦同時接受所有相關投標書，否則賣方不得接受本投標。本人／我們亦確認、同意及接受賣方有唯一酌情權去決定是否有近親關係及賣方決定之投標結果為最終的，而本人／我們將不會就此提出任何申索或反對。

I/We enclose herewith documentary proof (e.g. ID card, birth certificate, marriage certificate, etc.) of the Close Relative relationship for the Vendor's consideration.

本人／我們附上近親關係的證明文件（例如：身份證、出世紙、結婚證書等）供賣方考慮。

For the purpose of this Section 5, “Close Relative” means a spouse, parent, child, brother, sister, grandparent and grandchild of the Tenderer (or any one of Tenderer).

為本第5節的目的，「近親」指投標者（或其中一位投標者）的配偶、父母、子女、兄弟、姊妹、祖父母、外祖父母、孫、孫女、外孫及外孫女。

Section 6–Declaration regarding ad valorem stamp duty and buyer's stamp duty (†Please tick as appropriate)
第6節–有關從價印花稅及買家印花稅的聲明（†請剔適用者）

- (a) I am/We are [☐subject to/☐not subject to] buyer's stamp duty.
 本人／我們 [☐須/☐毋須]繳付買家印花稅。
- (b) Flat rate of 15% of ad valorem stamp duty is [☐applicable/☐not applicable] to my/our purchase of the Property.
 從價印花稅的劃一 15%稅率[☐適用/☐不適用]於本人／我們購買的本物業。
- (c) I am/each of us is acquiring the Property [☐on my own behalf and not on behalf of any other person(s) /☐on behalf of other person(s)].
 本人／我們各人在購入本物業時是[☐代表自己行事及並不代表任何其他人士/☐代表他人行事]。

Section 7-Intermediary
第7節-中介人

I/We am/are introduced by the following intermediary# to submit this tender :-

本人／我們經以下中介人#介紹而提交本投標書：

#Only an intermediary who has been appointed by the Vendor as sales agent should be stated below. Please enquire with the Vendor as to information regarding its sales agent.

#填寫於下方的中介人僅應是經由賣方委託的銷售代理人。請向賣方查詢其銷售代理人的資料。

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

Declaration regarding intermediary (applicable only if an intermediary is specified above)

關於中介人的聲明（僅於以上有指明中介人時適用）

I/We declare and confirm as follows:-

本人／我們聲明及確認如下：

- (a) the intermediary did not make and is not authorized by the Vendor or the Person so Engaged to make any oral or written agreement, representation or undertaking on behalf of the Vendor or the Person so Engaged, and the Vendor and the Person so Engaged are not and will not be liable in any way whatsoever to the Purchaser, the intermediary or anyone for any such agreements, representations or undertaking made by the intermediary;
 中介人並無作出亦沒有獲賣方或如此聘用的人授權代表賣方或如此聘用的人作出任何口頭或書面的協議、陳述或承諾，無論在任何情況下賣方及如此聘用的人均無須就中介人所作出的任何協議、陳述或承諾向買方、中介人或任何其他人士負責；
- (b) the Vendor, the Person so Engaged and their staff did not and will not collect directly or indirectly from the Purchaser or the intermediary (i) any fees or commission in addition to the Purchase Price of the Property and administrative fees for amending the Agreement, (ii) any information or (iii) any copy documents. If there are any person alleging to be the staff or agent of the Vendor or the Person so Engaged demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption; and
 賣方、如此聘用的人及其職員並無亦不會直接或間接向買方收取(i)除本物業樓價及修訂正式合約的行政費外的任何費用或佣金、(ii)任何資料或(iii)任何副本文件。如有任何人士以賣方的或如此聘用的人的僱員或代理人之名義在買方購買本物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報；及
- (c) The Vendor and the Person so Engaged are not and will not be involved in any disputes between the Purchaser and the intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Tender Document.
 買方與中介人之任何糾紛一概與賣方及如此聘用的人無關。本物業之買賣交易嚴格依據招標文件的條款及細則進行。

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

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

以下文件遞交給賣方（詳情見招標公告第 2.8 段）：

1. ☐ Tender Document with the Offer Form completed, dated and signed
已填妥、填上日期及簽署的招標文件及要約表格
2. ☐ Cashier's order(s) and cheque(s) (if applicable)
銀行本票及支票（如適用）
3. ☐ A copy(ies) of Tenderer(s)' identification document(s)
投標者的身份證明文件的複印本
4. ☐ A copy intermediary's licence (if applicable)
中介人的牌照的複印本（如適用）
5. Documents in Annexes to the Offer Form, duly completed and signed by the Tenderer:
由投標者填妥並簽署的要約表格附件：
 - (1) ☐ Measurements of the Tendered Property (undated)
投標物業的量度尺寸（未有填上日期）
 - (2) ☐ Declaration of Relationship with the Vendor (undated)
與賣方關係的聲明（未有填上日期）
 - (3) ☐ Declaration of Relationship with the Owner (undated)
與擁有人關係的聲明（未有填上日期）
 - (4) ☐ Warning to Purchasers(undated)
對買方的警告（未有填上日期）
 - (5) ☐ Declaration Regarding Intermediary (undated)
關於中介人的聲明（未有填上日期）
 - (6) ☐ Declaration Regarding No Intermediary (undated)
關於並無中介人的聲明（未有填上日期）
 - (7) ☐ Acknowledgement Letter Regarding Stamp Duty (undated)
關於印花稅的確認書（未有填上日期）
 - (8) ☐ Vendor's Information Form (undated)
賣方資料表格（未有填上日期）
 - (9) ☐ Acknowledgement Letter Regarding Viewing of Property and Furniture and Chattels (undated)
關於參觀本物業及家具和物件的確認書（未有填上日期）
 - (10) ☐ Acknowledgement Letter Regarding Outdoor Condenser Units of the Split-type Air-conditioning Units of the Property (undated)
關於物業之分體式空調機的室外冷凝器的確認書（未有填上日期）
 - (11) ☐ Acknowledgement Letter regarding Air-conditioners
關於空調設備的確認書
 - (12) ☐ Personal Information Collection Statement (Sun Hung Kai Real Estate Agency Limited) (undated)
個人資料收集聲明（新鴻基地產代理有限公司）（未有填上日期）
 - (13) ☐ Personal Information Collection Statement (MTR Corporation Limited) (undated)
個人資料收集聲明（香港鐵路有限公司）（未有填上日期）
 - (14) ☐ (If applicable) Letter Regarding Option to Purchase Two Residential Car Parking Space (undated)
（如適用）關於認購兩個住戶停車位權利的信件（未有填上日期）
 - (15) ☐ (If applicable) Letter Regarding Option to Purchase One Residential Car Parking Space (undated)
（如適用）關於認購一個住戶停車位權利的信件（未有填上日期）
 - (16) ☐ (If applicable) Letter Regarding Balloting Chance to Participate in the Balloting for Selection and Purchase of One Residential Car Parking Space (undated)
（如適用）關於參與選購住戶停車位的抽籤機會的信件（未有填上日期）

- (17) ☐ (If applicable) Acknowledgement Letter Regarding Free Kitchen Cabinet Offer (undated)
 關於送贈廚櫃優惠的確認信（未有填上日期）
- (18) ☐ (If applicable) Acknowledgement Letter Regarding Physical State of CPS (undated)
 （如適用）有關該車位狀況的確認信（未有填上日期）
- (19) ☐ (If applicable) Acknowledgement Letter Regarding Use of Residential Parking Space(s) and Service Apartment Parking Space(s) (undated)
 （如適用）關於使用住宅車位及服務式公寓車位的確認信（未有填上日期）

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

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

1. The table below sets out the particulars of all the current directors of the Tenderer as at the date of this Offer Form.
 在本要約表格的日期之時投標者的所有現任董事的資料均已列於下表。
2. All the procedures relating to the appointment as the Tenderer's directors have been completed before the date of this Offer Form.
 所有委任投標者的董事的相關程序已在本要約表格的日期之前完成。
3. If we are the successful Tenderer, except with the Vendor's prior written approval, there shall be no change (including any reduction, increase, substitution or replacement) of any of the Tenderer's directors for the period from the date of the Offer Form to the date of the Letter of Acceptance.
 如我們成為中標者，除非得到賣方事先書面同意，在本要約表格的日期至接納書的日期，投標者的董事均不會有任何改變（包括減少、增加、取代或更換）。
4. The Vendor may at any time request and we shall at our own cost and expense provide all relevant corporate documents and information in relation to the Tenderer to show and prove the number and identity of all of the Tenderer's directors as set out in the table below.
 賣方可在任何時間要求我們提供所有相關商業文件及資料以核實於下表列出的投票者的董事的資料，而投標者必須遵從該要求並自費提供所有上述文件及資料。
5. The Vendor may refuse to sell the Property to the Tenderer if there shall be any breach in the requirements in this Section.
 如有任何違反本節的規定，賣方有權拒絕將物業出售予投標者。

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

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

I/We, the Tenderer, have read the entire Tender Document and completed (i) the First Schedule to the Offer Form and (ii) the documents in the Annexes to the Offer Form. I/We agree to be bound by and confirm my/our acceptance the terms and conditions of the Tender Document.

本人／我們，即投標者，已閱讀整份招標文件並填妥(i)要約表格附表 1 及(ii)要約表格附件中的文件。本人／我們同意遵守及接受招標文件的條款及細則。

(Note: The Offer Form must be signed by ALL of the Tenderers, if there is more than one Tenderer. If the Tenderer is a corporation, the Offer Form must be signed by its director(s) or authorized signatory(ies) with company chop. If the Offer Form is signed by the Tenderer by his attorney, the relevant power of attorney shall be in the Vendor's prescribed form and duly executed and submitted together with the Offer Form.)

(註：如投標者由多於一人組成，要約表格須由所有投標者簽署。如投標者為法團，要約表格須由其董事或其獲授權人士簽署及蓋上法團印章。如投標者以其授權人代表其簽署要約表格及其他文件，相關授權書須使用賣方訂明的格式及妥為簽立並連同要約表格遞交。)

Signed by the Tenderer:
 投標者簽署：

X

Witnessed by:
 見證人簽署：

X

Name(s) of the director(s) or authorized signatory(ies)
 (if the Tenderer is a corporation):
 董事或獲授權人士的名稱（如投標者為法團）：

Name of the witness:
 見證人名稱：

Date:
 日期：

Second Schedule to the Offer Form

要約表格附表 2

Conditions of Sale

出售條款

1. In these Conditions of Sale, terms defined in the Tender Notice shall have the same meaning when used herein unless otherwise defined below:-

招標公告中定義的詞語用於本出售條款時具有相同意思，但以下另有定義的除外：

“Development”

「發展項目」

means Kowloon Station Development.

指九龍站發展項目。

“this Preliminary Agreement”

「本臨時合約」

means the agreement made hereunder by virtue of the submission of the Offer Form by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document.

指買方根據招標文件遞交要約表格，以及賣方根據招標文件的接納書而訂立的合約。

2. The Offer Form (excluding Part II of Section 4 of the First Schedule to the Offer Form) and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the Purchase Price and on the terms and conditions contained in this Preliminary Agreement.

要約表格（除要約表格附表 1 第 4 節的第 II 部份外）及接納書構成賣方與買方就買賣本物業的有約束力的協議。賣方須以樓價並按本臨時合約所載條款及細則出售本物業，而買方須以樓價並按本臨時合約所載條款及細則購買本物業。

3. A preliminary deposit which is equal to five percent (5%) of the Purchase Price is payable by the Purchaser to the Vendor on signing of this Preliminary Agreement.

買方須於簽署本臨時合約時向賣方支付相等於樓價的百分之五（5%）的臨時訂金。

4. The sale and purchase shall be completed at the office of the Vendor's Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) on the completion date.

買賣須於成交日的辦公時間（即指由上午 10 時起至同日下午 4 時 30 分為止期間）內，在賣方律師的辦事處完成。

5. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-

按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：

(a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance; 由買方於接納書的日期之後的第 5 個工作日或之前簽立；及

(b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance. 由賣方於接納書的日期之後的第 8 個工作日或之前簽立。

6. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.

須就本臨時合約、正式合約及轉讓契支付的從價印花稅（如有的話），由買方承擔。

7. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.

須就本臨時合約、正式合約及轉讓契支付的額外印花稅（如有的話），由買方承擔。

8. The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholders.

買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。

9. The Purchaser shall attend the office of the Vendor's solicitors together with the Letter of Acceptance within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prescribed by the Vendor's solicitors without amendment; (ii) to pay the sum as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement as set out in clause 23.

買方須於接納書的日期之後的 5 個工作日內攜帶接納書到賣方律師的辦事處辦理下列手續（按：必須嚴守所訂日期。）：(i)簽署賣方律師所訂定之標準正式合約；(ii)在簽署正式合約之同時交付本臨時合約上列明應付之款項；及(iii)同時交付第 23 條所載就正式合約應付之所有印花稅。

10. If the Purchaser fails to execute the Agreement within 5 working days after the date of the Letter of Acceptance:-
如買方沒有在接納書的日期之後的 5 個工作日內簽立正式合約：
- (a) this Preliminary Agreement is terminated;
本臨時合約即告終止；
 - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
買方支付的臨時訂金，即被沒收歸於賣方；及
 - (c) the Vendor does not have any further claim against the Purchaser for the failure.
賣方不得就買方沒有簽立正式合約，而對買方提出任何進一步申索。
11. The measurements of the Property are as follows—(applicable to residential property) see Measurements of the Tendered Property of the Tender Document.
本物業的量度尺寸如下—（適用於住宅物業）見招標文件的《投標物業的量度尺寸》。
12. The sale and purchase of the Property includes the fittings, finishes and appliances as follows—(applicable to residential property) see attached Schedule to the Conditions of Sale.
本物業的買賣所包括的裝置、裝修物料及設備如下—（適用於住宅物業）見出售條款的附表。
13. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
在不損害《物業轉易及財產條例》（第 219 章）第 13 條和第 13A 條的原則下，賣方不得限制買方依據法律就業權提出要求或反對的權利。
14. The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 15 and fully understands its contents.
買方確認已收到第 15 條所列出的『對買方的警告』的中英雙語文本，並完全明白其內容。
15. For the purposes of clause 14, the following is the “Warning to Purchasers”–
就上述第 14 條而言，『對買方的警告』內容如下—
- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
 - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
 - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
 - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
 - (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.

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

16. This Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.
本臨時合約只適用於買方本身，買方無權要求賣方與任何其他人士訂立任何正式合約，亦無權將本臨時合約的利益轉讓予第三方。
17. The Purchaser will be required to covenant with the Vendor in the Agreement to the effect that in the event the Purchaser sub-sells the Property or transfer the benefit of the Agreement in any manner whatsoever before the completion of the sale and purchase of the Property, the Purchaser shall require each sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whosoever (i) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including but not limited to 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 and including but not limited to any commission, reservation or agency fees or any other amount which has been paid or given to any intermediate transaction in addition to the consideration payable to the Vendor for the purchase of the Property, and (ii) to procure from any subsequent sub-purchaser or other transferee whomsoever or new purchaser a covenant in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement to the same effect as sub-clause (i) above.
買方須與賣方在正式合約中訂明，若買方轉售本物業或將正式合約權益轉讓予第三者，則每個轉購人、受贈人、獲提名人、受益人、代辦人或其他承讓人(i)在以後的轉售合約中列明所有確認人、獲提名人及其他買、賣本物業或任何相關利益人士的詳細資料（包括但不限於身份証號碼及地址），及全數金額或其他代價，包括但不限於任何佣金、訂購或代理費用、或任何在其間交易所需繳付予任何人士的款項，及(ii)在以後的轉售合約中訂明，或在其他合約中加上有約束力的條文，致使每個轉購人或其他承讓人或新買家履行第(i)分條中的責任。
18. If the Purchaser shall also instruct the Vendor's solicitors to act for him in respect of the purchase of the Property, the Vendor shall bear such solicitors' legal fees in respect of the Agreement and the subsequent Assignment in favour of the Purchaser.
若買方亦聘用賣方之律師行為買方在本物業買賣之代表律師，賣方將承擔該律師行在處理正式合約及其後買方受益的轉讓契之法律費用。
19. If the Purchaser chooses to instruct his own solicitors to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment.
若買方選擇另聘律師代表其買入本物業，則買賣雙方須各自支付其在有關正式合約及其後的轉讓契之法律費用。
20. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.
買方在購買本物業時完全知悉本物業及本物業內的裝置，裝修物料及設備的實質狀況，並接受本物業及該等裝置，裝修物料及設備的現狀。
21. The Property is sold on "as is" basis. The Purchaser agrees and acknowledges that he has duly inspected the Property, has knowledge of and accepts the existing state and condition of the Property.
本物業以現狀形式出售。買方同意及承認已到上述物業實地視察，並清楚及接受上述物業現時之情況。
22. All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment to the Purchaser shall be borne and paid by the Purchaser.
買方律師有關處理、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的法律費用及雜費，全部由買方承擔及支付。
23. All stamp duty (including without limitation any ad valorem stamp duty, special stamp duty, buyer's stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong)) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.
有關本臨時合約及／或正式合約及／或其後的轉讓契之所有印花稅（包括但不限於根據香港法例第 117 章《印花稅條例》可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅），一概由買方承擔及支付。

24. All plan fees, the costs of certified copies of the relevant title deeds including plan fees for such certified copies, search fees, registration fees and other disbursements shall be borne by the Purchaser. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any mortgage of the Property.
一切圖則費用、有關業權之契約之核證副本包括圖則之費用、查冊費、註冊費及其他代墊付費用均須由買方承擔。一切有關本物業按揭之法律費用及代墊付費用，均由買方支付及承擔。
25. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.
如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
26. The Purchaser shall before delivery of vacant possession of the Property by the Vendor pay to the Manager or the Vendor all management fee deposit, contribution to special fund, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the Principal Deed of Mutual Covenant and Management Agreement of the Development and the Sub-Deed of Mutual Covenant and Management Agreement and the Sub-Sub-Deed of Mutual Covenant of the Phase and the Purchaser shall reimburse the Vendor for all payment including without limiting to all utilities deposits already paid by the Vendor in respect of the Property, whether or not such fees, deposits and funds are refundable or transferable.
買方須在賣方交吉本物業予買方時繳付管理人或賣方一切管理費按金、特別基金供款、泥頭清理費、預繳管理費及其他根據發展項目的主公契及管理協議及期數的副公契及管理協議及分副公契之其他按金及費用，買方並須償還賣方代本物業已支付的上述費用包括水電煤按金，不管該等費用、按金及基金是否可退還或可轉名。
27. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
買方如有更改地址或電話，須以書面通知賣方。
28. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
本物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。
29. Time shall in every respect be of the essence of this Preliminary Agreement.
買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
30. (a) (Applicable if the Property comprises Residential Parking Space)
(僅適用於如該物業包含住宅車位)

According to Special Condition No.(46)(a)(i) of the land grant, the Residential Parking Space shall be used for parking of a private car registered in the names of the residents or owners of the Residential Accommodation of Kowloon Station Development and their bona fide visitors only.
根據該地段的批地文件特別條件第(46)(a)(i)條，住宅車位只可用作停泊以九龍站發展項目的住宅樓宇的住客或業主及其真誠訪客名字登記的私人車輛。
- (b) (Applicable only if the Property comprises Service Apartment Parking Space)
(僅適用於如該物業包含服務式公寓車位)

According to Special Condition No.(46)(a)(v) of the land grant, the Service Apartment Parking Space shall be for the sole use of the occupiers of and visitors to the Non-industrial Accommodation of Kowloon Station Development for the parking of a motor vehicle licensed under the Road Traffic Ordinance.
根據批地文件特別條件第(46)(a)(v)條，服務式公寓車位只專供九龍站發展項目的非工業樓宇佔用者及訪客使用，以停泊根據道路交通條例已領牌的車輛。
31. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
賣方和買方無意賦予任何第三者權利依據《合約（第三者權利）條例》（第 623 章）（『該條例』）強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。
- (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就

是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》（第 621 章）的情況下。

- (c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-

若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者（在該條例定義）可依據該條例強制執行任何該等條款時：

- (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and

本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷（倘若撤銷權存在），而該條例第 6(1)條將不適用於本臨時合約；及

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

賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。

32. In this Preliminary Agreement:-

在本臨時合約中—

- (a) “**saleable area**” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621);

『**實用面積**』具有《一手住宅物業銷售條例》（第 621 章）第 8 條給予該詞的涵義；

- (b) “**working day**” has the meaning given by section 2(1) of that Ordinance;

『**工作日**』具有該條例第 2(1)條給予該詞的涵義；

- (c) the floor area of an item under clause (a) set out in “Measurements of the Tendered Property” of the Tender Document is calculated in accordance with section 8(3) of that Ordinance; and

招標文件的《投標物業的量度尺寸》載列之(a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及

- (d) the area of an item under clause (b) set out in “Measurements of the Tendered Property” of the Tender Document is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

招標文件的《投標物業的量度尺寸》載列之(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。

Schedule to Conditions of Sale
出售條款附表

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

Internal Wall 內牆	:	Plaster and emulsion paint 批盪及乳膠漆。
Flooring 地板	:	Timber flooring for living/dining room and bedroom. 客／飯廳及睡房鋪砌木地板。 Natural stone with natural stone skirting, glass and engineered timber flooring with timber skirting are provided at living room and dining room of Flat A of 12/F of Zone 2 of Tower 20. 第20座，第2區，12樓A室之客廳及飯廳鋪砌天然石材及天然石材地腳線、玻璃及複合木地板及複合木地腳線。
Door 門	:	Wood veneered entrance door with ironmongery. 木皮飾面大門配金屬配件。
Bathroom 浴室	:	Sanitary fitment; floor finished with natural stone where exposed, walls finished with natural stone and mirror up to false ceiling level for wall, natural stone countertop, gypsum board and/or metal false ceiling. 裝有潔具；地板外露位置鋪砌天然石材，牆身鋪砌天然石材及鏡至假天花，天然石材檯面，石膏板及／或金屬假天花。
Kitchen 廚房	:	Floor finished with natural stone where exposed. Natural stone and/or stainless steel up to false ceiling level for wall, gypsum board and/or metal false ceiling. 地板外露位置鋪砌天然石材。牆身鋪砌天然石材及／或不銹鋼至假天花，石膏板及／或金屬假天花。
Other Provisions 其他裝備	:	Air conditioner for living/dining room and all bedrooms. 客／飯廳及所有睡房有冷氣機。 Gas/Electric hobs, exhaust hood, refrigerator, washer/dryer, microwave oven for kitchens. 廚房有煤氣／電煮食爐、抽油煙機、雪櫃、洗衣機／乾衣機、微波爐。 Gas/Electric water heater installed in kitchen and/or bathroom. 廚房及／或浴室裝有煤氣／電熱水爐。

Annexes 附件

(The Annexes (except Annex 1) do not form part of the Offer Form. However, the Tenderer should note that documents marked with “#” **should be signed and submitted** together with the Offer Form, and documents marked with “*” **should be signed and submitted** together with the Offer Form if applicable.) (附件 (附件1 除外) 不屬於要約表格的一部份。然而, 投標者**須簽署**以下標有“#”號的文件並連同要約表格一併**遞交**及(如適用)**須簽署**以下標有“*”號的文件並連同要約表格一併**遞交**。)

Annexes to Offer Form 要約表格附件

1. Measurements of the Tendered Property 投標物業的量度尺寸#
2. Declaration of Relationship with the Vendor 與賣方關係的聲明#
3. Declaration of Relationship with the Owner 與擁有人關係的聲明#
4. Warning to Purchasers 對買方的警告#
5. Declaration Regarding Intermediary 關於中介人的聲明#
6. Declaration Regarding No Intermediary 關於並無中介人的聲明#
7. Acknowledgement Letter Regarding Stamp Duty 關於印花稅的確認書#
8. Vendor's Information Form 賣方資料表格#
9. Acknowledgement Letter Regarding Viewing of Property and Furniture and Chattels 關於參觀本物業及家具和物件的確認書#
10. Acknowledgement Letter Regarding Outdoor Condenser Units of the Split-type Air-conditioning Units of the Property 關於物業之分體式空調機的室外冷凝器的確認書#
11. Acknowledgement Letter Regarding Air-conditioners 關於空調設備的確認書
12. Personal Information Collection Statement (Sun Hung Kai Real Estate Agency Limited) 個人資料收集聲明 (新鴻基地產代理有限公司) #
13. Personal Information Collection Statement (MTR Corporation Limited) 個人資料收集聲明 (香港鐵路有限公司) #
14. Letter Regarding Option to Purchase Two Residential Car Parking Space 關於認購兩個住戶停車位權利的信件*
15. Letter Regarding Option to Purchase One Residential Car Parking Space 關於認購一個住戶停車位權利的信件*
16. Letter Regarding Balloting Chance to Participate in the Balloting for Selection and Purchase of One Residential Car Parking Space 關於參與選購住戶停車位的抽籤機會的信件*
17. Acknowledgement Letter Regarding Free Kitchen Cabinet Offer 關於送贈廚櫃優惠的確認信*
18. Acknowledgement Letter Regarding Physical State of CPS 有關該車位狀況的確認信*
19. Acknowledgement Letter Regarding Use of Residential Parking Space(s) and Service Apartment Parking Space(s) 關於使用住宅車位及服務式公寓車位的確認信*

Annex 1
附件 1

Measurements of the Tendered Property
投標物業的量的尺寸

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司(as “Owner” 作為「擁有人」)* Harbour Vantage Limited (as “Person so Engaged” 作為「如此聘用的人」)#			
Phase of Development 發展項目的期數	Phase VI of Kowloon Station Development (“The Cullinan”)^ 九龍站發展項目的第六期 (「天璽」)^			
Address 地址	No.1 Austin Road West 柯士甸道西 1 號			
Property 本物業	Tower 座數	Zone 區	Floor 樓層	Flat 單位
Purchaser 買方				
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼				
Date 日期	(undated upon tender submission) (投標時不填上日期)			

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

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

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

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

Signed by the Purchaser 買方簽署

* “Owner” means the legal or beneficial owner of the Property. 「擁有人」指本物業的法律上的擁有人或實益擁有人。

“Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

^ Residential development, service apartment accommodation and car park in Phase VI of Kowloon Station Development are known as “The Cullinan”. 九龍站發展項目的第六期中住宅發展項目、服務式公寓樓宇及停車場為「天璽」。

Declaration of Relationship with the Vendor
與賣方關係的聲明

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司(as “Owner” 作為「擁有人」)* Harbour Vantage Limited (as “Person so Engaged” 作為「如此聘用的人」)#			
Phase of Development 發展項目的期數	Phase VI of Kowloon Station Development (“The Cullinan”)^ 九龍站發展項目的第六期 (「天璽」)^			
Address 地址	No.1 Austin Road West 柯士甸道西 1 號			
Property 本物業	Tower 座數	Zone 區	Floor 樓層	Flat 單位
Purchaser 買方				
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼				
Date 日期	(undated upon tender submission) (投標時不填上日期)			

- 1 (a) The Purchaser hereby confirms that the Purchaser ☐ IS / ☐ IS NOT a related party to the Owner for the purpose of the Residential Properties (First-hand Sales) Ordinance.
就《一手住宅物業銷售條例》而言，買方謹此確認買方 ☐ 是 / ☐ 不是擁有人的「有關連人士」。
- (b) The Purchaser hereby confirms that the Purchaser ☐ IS / ☐ IS NOT a related party to the Person so Engaged for the purpose of the Residential Properties (First-hand Sales) Ordinance.
就《一手住宅物業銷售條例》而言，買方謹此確認買方 ☐ 是 / ☐ 不是如此聘用的人的「有關連人士」。
2. For the purposes of this Declaration, a person is a related party to the Person so Engaged if that person is:
就本聲明而言，如有以下情況，某人即屬如此聘用的人的「有關連人士」：
 - (a) a director of the Person so Engaged, or a parent, spouse or child of such a director;
該人是如此聘用的人的董事，或該董事的父母、配偶或子女；
 - (b) a manager of the Person so Engaged;
該人是如此聘用的人的經理；
 - (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
 - (d) an associate corporation or holding company of the Person so Engaged;
該人是如此聘用的人的有聯繫法團或控股公司；
 - (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
該人是上述有聯繫法團或控股公司的董事，或該董事的父母、配偶或子女；或
 - (f) a manager of such an associate corporation or holding company.
該人是上述有聯繫法團或控股公司的經理。
3. The Purchaser hereby declares and confirms that the above information provided is true and accurate. If any information as provided by the Purchaser needs to be revised or has been changed, the Purchaser agrees and undertakes to notify the Person so Engaged immediately.
買方謹此聲明及確認上述提供之資料為真實及準確。如任何買方提供之資料須要修正或已更改，買方同意及承諾即時通知如此聘用的人。
4. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser 買方簽署

* “Owner” means the legal or beneficial owner of the Property. 「擁有人」指本物業的法律上的擁有人或實益擁有人。

“Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

^ Residential development, service apartment accommodation and car park in Phase VI of Kowloon Station Development are known as “The Cullinan”.
九龍站發展項目的第六期中住宅發展項目、服務式公寓樓宇及停車場為「天璽」。

Note 備註:

1. “**Manager**” has the meaning given by the Companies Ordinance (Cap.622) which, in relation to a company, means a person who performs managerial function in relation to the company under the directors’ immediate authority.
“**經理**”具有《公司條例》（第622章）給予該詞的涵義，即就一間公司而言，指在董事的直接權限下就該公司執行管理職能的人。
2. “**Private company**” has the meaning given by the Companies Ordinance (Cap.622) which means a company which by its articles (a) restricts a member’s right to transfer shares; and (b) limits the number of members to 50, not including persons who are in the employment of the company and persons who was a member while being an employee of the company and who continues to be a member after ceasing to be such an employee; and (c) prohibits any invitation to the public to subscribe for any shares or debentures of the company.
“**私人公司**”具有《公司條例》（第622章）給予該詞的涵義，即指一間藉其章程細則作出下列規限的公司：(a) 限制成員轉讓股份的權利；及(b)將成員最高人數限於50人，但不包括本身是有關公司僱員的成員，亦不包括曾同時是成員及有關公司僱員，但於不再是該公司僱員後仍繼續是成員的人；及(c)禁止邀請公眾人士認購該公司的任何股份或債權證。
3. “**Associate corporation**” means (a) a subsidiary of the vendor or (b) a subsidiary of a holding company of the Vendor. “Subsidiary” means a subsidiary within the meaning of the Companies Ordinance (Cap. 622). Under the Companies Ordinance, a company shall generally be deemed to be a subsidiary of another company, if :-
 - (a) that other company-
 - (i) controls the composition of the board of directors of the first-mentioned company; or
 - (ii) controls more than half of the voting power of the first-mentioned company; or
 - (iii) holds more than half of the issued share capital of the first-mentioned company (excluding any part of it which carries no right to participate beyond a specified amount in a distribution of either profits or capital); or
 - (b) the first-mentioned company is a subsidiary of any company which is that other company's subsidiary.“**有聯繫法團**”指(a)賣方的附屬公司或(b)賣方的控股公司的附屬公司。附屬公司指《公司條例》（第622章）所指的附屬公司。根據《公司條例》，一間公司一般來說須當作為另一間公司的附屬公司，如：-
 - (a) 該另一間公司—
 - (i) 控制首述的公司董事局的組成；或
 - (ii) 控制首述的公司過半數的表決權；或
 - (iii) 持有首述的公司的過半數已發行股本（所持股本中，如部分在分派利潤或資本時無權分享超逾某一指明數額之數，則該部分不計算在該股本內）；或
 - (b) 首述的公司是一間公司的附屬公司，而該間公司是上述另一間公司的附屬公司。
4. “**Holding company**” means, for the purpose of the Vendor, a company of which the vendor is a subsidiary.
“**控股公司**”指（就賣方而言）一家公司而賣方為該公司的附屬公司。

Annex 3
附件 3

本表格只作擁有人的內部用途。

與擁有人關係的聲明

This Form is for the Owner's internal use only.

Declaration of Relationship with the Owner

擁有人* The Owner*	香港鐵路有限公司 MTR Corporation Limited (作為「擁有人」as “Owner”) * Harbour Vantage Limited (作為「如此聘用的人」as “Person so Engaged”) #			
發展項目期數 Phase of Development	九龍站發展項目的第六期 (「天璽」) ^ Phase VI of Kowloon Station Development (“The Cullinan”) ^			
地址 Address	柯士甸道西 1 號 No.1 Austin Road West			
本物業 Property	座數 Tower	區 Zone	樓層 Floor	單位 Flat
買方 Purchaser				
身份證／護照／商業登記證號碼 I.D./Passport/B.R. No.				
日期 Date	(投標時不填上日期) (undated upon tender submission)			

請於下表中適用的灰色方格內填上「✓」號及所需資料，以確認與擁有人是否有相關關係。

Please fill in the appropriate grey box(es) in the table below with a “✓” together with the required information to confirm the existence of the relationship(s) concerned with the Owner or otherwise.

		買方編號 Purchaser No.			
		1	2	3	4
A.	本人／我等現確認本人／我等是獨立的第三者，並非擁有人的有關連人士。 I/We hereby confirm that I am/ we are independent third party(ies), and am/are not (a) related party(ies) to the Owner.	☐	☐	☐	☐
B.	本人／我等現確認本人／我等是擁有人之關連人士。 I/We hereby confirm that I am/we are (a) related party(ies) to the Owner. 本人／我等現進一步確認，本人／我等是： I/We hereby further confirm that I am/we are:	☐	☐	☐	☐
1.	擁有人的董事 a director of the Owner	☐	☐	☐	☐
2.	擁有人董事的父母 a parent of a director of the Owner 有關董事的姓名 name of the director: _____	☐	☐	☐	☐
3.	擁有人董事的配偶 a spouse of a director of the Owner 有關董事的姓名 name of the director: _____	☐	☐	☐	☐
4.	擁有人董事的子女 a child of a director of the Owner 有關董事的姓名 name of the director: _____	☐	☐	☐	☐
5.	擁有人的經理 a manager of the Owner 隸屬部門 Department: _____ 職銜 job title: _____	☐	☐	☐	☐
6.	擁有人經理的父母 a parent of a manager of the Owner 有關經理的姓名 name of the manager: _____ 隸屬部門 Department: _____ 職銜 job title: _____	☐	☐	☐	☐

7.	擁有人經理的配偶 a spouse of a manager of the Owner 有關經理的姓名 name of the manager: _____ 隸屬部門 Department: _____ 職銜 job title: _____	☐	☐	☐	☐
8.	擁有人經理的子女 a child of a manager of the Owner 有關經理的姓名 name of the manager: _____ 隸屬部門 Department: _____ 職銜 job title: _____	☐	☐	☐	☐
9.	私人公司 - a private company -	☐	☐	☐	☐
	(a) 而擁有人的董事屬其董事或股東 of which a director of the Owner is a director or shareholder 有關董事的姓名 name of the director: _____	☐	☐	☐	☐
	(b) 而擁有人董事的父母屬其董事或股東 of which a parent of a director of the Owner is a director or shareholder 有關董事的姓名 name of the director: _____	☐	☐	☐	☐
	(c) 而擁有人董事的配偶屬其董事或股東 of which a spouse of a director of the Owner is a director or shareholder 有關董事的姓名 name of the director: _____	☐	☐	☐	☐
	(d) 而擁有人董事的子女屬其董事或股東 of which a child of a director of the Owner is a director or shareholder 有關董事的姓名 name of the director: _____	☐	☐	☐	☐
	(e) 而擁有人的經理屬其董事或股東 of which a manager of the Owner is a director or shareholder 有關經理的姓名 name of the manager: _____ 隸屬部門 Department: _____ 職銜 job title: _____	☐	☐	☐	☐
	(f) 而擁有人的經理的父母屬其董事或股東 of which a parent of a manager of the Owner is a director or shareholder 有關經理的姓名 name of the manager: _____ 隸屬部門 Department: _____ 職銜 job title: _____	☐	☐	☐	☐
	(g) 而擁有人的經理的配偶屬其董事或股東 of which a spouse of a manager of the Owner is a director or shareholder 有關經理的姓名 name of the manager: _____ 隸屬部門 Department: _____ 職銜 job title: _____	☐	☐	☐	☐
	(h) 而擁有人的經理的子女屬其董事或股東 of which a child of a manager of the Owner is a director or shareholder 有關經理的姓名 name of the manager: _____ 隸屬部門 Department: _____ 職銜 job title: _____	☐	☐	☐	☐
10.	擁有人的有聯繫法團或控股公司 an associate corporation or holding company of the Owner	☐	☐	☐	☐
11.	擁有人的有聯繫法團或控股公司的董事 a director of an associate corporation or holding company of the Owner 有關有聯繫法團或控股公司的名稱 name of the associate corporation or holding company: _____	☐	☐	☐	☐

12.	擁有人的有聯繫法團或控股公司的董事的父母 a parent of a director of an associate corporation or holding company of the Owner 有關有聯繫法團或控股公司的名稱 name of the associate corporation or holding company: _____ 有關董事的姓名 name of the director: _____	☐	☐	☐	☐
13.	擁有人的有聯繫法團或控股公司的董事的配偶 a spouse of a director of an associate corporation or holding company of the Owner 有關有聯繫法團或控股公司的名稱 name of the associate corporation or holding company: _____ 有關董事的姓名 name of the director: _____	☐	☐	☐	☐
14.	擁有人的有聯繫法團或控股公司的董事的子女 a child of a director of an associate corporation or holding company of the Owner 有關有聯繫法團或控股公司的名稱 name of the associate corporation or holding company: _____ 有關董事的姓名 name of the director: _____	☐	☐	☐	☐
15.	擁有人的有聯繫法團或控股公司的經理 a manager of an associate corporation or holding company of the Owner 有關有聯繫法團或控股公司的名稱 name of the associate corporation or holding company: _____ 有關經理的姓名 name of the manager: _____ 隸屬部門 Department: _____ 職銜 job title: _____	☐	☐	☐	☐
16.	擁有人的有聯繫法團或控股公司的經理的父母 a parent of a manager of an associate corporation or holding company of the Owner 有關有聯繫法團或控股公司的名稱 name of the associate corporation or holding company: _____ 有關經理的姓名 name of the manager: _____ 隸屬部門 Department: _____ 職銜 job title: _____	☐	☐	☐	☐
17.	擁有人的有聯繫法團或控股公司的經理的配偶 a spouse of a manager of an associate corporation or holding company of the Owner 有關有聯繫法團或控股公司的名稱 name of the associate corporation or holding company: _____ 有關經理的姓名 name of the manager: _____ 隸屬部門 Department: _____ 職銜 job title: _____	☐	☐	☐	☐
18.	擁有人的有聯繫法團或控股公司的經理的子女 a child of a manager of an associate corporation or holding company of the Owner 有關有聯繫法團或控股公司的名稱 name of the associate corporation or holding company: _____ 有關經理的姓名 name of the manager: _____ 隸屬部門 Department: _____ 職銜 job title: _____	☐	☐	☐	☐

備註Remarks:

- 「擁有人的控股公司」：不適用
“holding company of the Owner”: Not applicable
- 「有聯繫法團」就某法團或指明團體而言，指該法團或指明團體的附屬公司或該法團或指明團體的控股公司的附屬公司；
“associate corporation”, in relation to a corporation or specified body, means a subsidiary of the corporation or specified body; or a subsidiary of a holding company of the corporation or specified body;
- 「附屬公司」指《公司條例》（第622章）所指的附屬公司；
“subsidiary” means a subsidiary within the meaning of the Companies Ordinance (Cap 622);
- 「經理」具有《公司條例》（第622章）第2(1)條給予該詞的涵義；及
“manager” has the meaning given by section 2(1) of the Companies Ordinance (Cap 622); and
- 「私人公司」具有《公司條例》（第622章）第11條給予該詞的涵義。
“private company” has the meaning given by section 11 of the Companies Ordinance (Cap 622).

本人／我等謹此聲明上述提供資料正確及完整。

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

本人／我等確認上述資料將根據擁有人的內部程序處理。

I/We acknowledge that the above information will be handled in accordance with the internal procedure of the Owner.

(1) 買方簽署 Signature of the Purchaser

(2) 買方簽署 Signature of the Purchaser

日期 Date : _____

日期 Date : _____

(3) 買方簽署 Signature of the Purchaser

(4) 買方簽署 Signature of the Purchaser

日期 Date : _____

日期 Date : _____

* "Owner" means the legal or beneficial owner of the Property. 「擁有人」指本物業的法律上的擁有人或實益擁有人。

^ Residential development, service apartment accommodation and car park in Phase VI of Kowloon Station Development are known as "The Cullinan".
九龍站發展項目的第六期中住宅發展項目、服務式公寓樓宇及停車場為「天璽」。

對買方的警告

對買方的警告－買方請小心閱讀

Annex 5
附件 5

Declaration Regarding Intermediary
關於中介人的聲明

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司(as “Owner” 作為「擁有人」)* Harbour Vantage Limited (as “Person so Engaged” 作為「如此聘用的人」)#			
Phase of Development 發展項目期數	Phase VI of Kowloon Station Development (“The Cullinan”)^ 九龍站發展項目的第六期（「天璽」）^			
Address 地址	No.1 Austin Road West 柯士甸道西 1 號			
Property 本物業	Tower 座數	Zone 區	Floor 樓層	Flat 單位
Purchaser 買方				
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼				
Intermediary 中介人	(Name of Estate Agency Company 地產代理公司名稱) (Name of Estate Agent 地產代理姓名)			
EA Licence No. 地產代理牌照號碼				
Date 日期	(undated upon tender submission) (投標時不填上日期)			

The Purchaser and the Intermediary hereby confirm and declare as follows:-
買方及中介人謹此確認及聲明如下：

1. The Purchaser is introduced by the Intermediary to the Vendor’s sales office to sign a Preliminary Agreement for Sale and Purchase for the purchase of the Property.
買方是經由中介人介紹到賣方的售樓處簽署購買本物業的臨時買賣合約。
2. The Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary.
中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、陳述或承諾，無論在任何情況下賣方均無須就中介人所作出的任何協議、陳述或承諾向買方、中介人或任何其他人士負責。
3. The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.
除樓價、更改買賣合約及提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買上述物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。
4. The Vendor is not and will not be involved in any disputes between the Purchaser and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement for Sale and Purchase and the Formal Agreement for Sale and Purchase.
買方與中介人之任何糾紛一概與賣方無關。本物業之買賣交易嚴格依據臨時買賣合約及正式買賣合約進行。
5. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser 買方簽署

Signed by the Intermediary 中介人簽署

* “Owner” means the legal or beneficial owner of the Property. 「擁有人」指本物業的法律上的擁有人或實益擁有人。
“Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
^ Residential development, service apartment accommodation and car park in Phase VI of Kowloon Station Development are known as “The Cullinan”. 九龍站發展項目的第六期中住宅發展項目、服務式公寓樓宇及停車場為「天璽」。

Annex 6
附件 6

Declaration Regarding No Intermediary
關於並無中介人的聲明

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司(as “Owner” 作為「擁有人」)* Harbour Vantage Limited (as “Person so Engaged ” 作為「如此聘用的人」)#			
Phase of Development 發展項目期數	Phase VI of Kowloon Station Development (“The Cullinan”)^ 九龍站發展項目的第六期（「天璽」）^			
Address 地址	No.1 Austin Road West 柯士甸道西 1 號			
Property 本物業	Tower 座數	Zone 區	Floor 樓層	Flat 單位
Purchaser 買方				
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼				
Date 日期	(undated upon tender submission) (投標時不填上日期)			

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

1. The Purchaser attends the Vendor’s sales office to purchase the Property and sign a Preliminary Agreement for Sale and Purchase for such purchase directly with the Vendor without the involvement of any intermediary.
買方是到賣方的售樓處直接購買並簽署購買本物業的臨時買賣合約，不經任何中介人參與。
2. The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.
除樓價、更改買賣合約及提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買本物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。
3. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser 買方簽署

* “Owner” means the legal or beneficial owner of the Property. 「擁有人」指本物業的法律上的擁有人或實益擁有人。
“Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
^ Residential development, service apartment accommodation and car park in Phase VI of Kowloon Station Development are known as “The Cullinan”. 九龍站發展項目的第六期中住宅發展項目、服務式公寓樓宇及停車場為「天璽」。

Acknowledgement Letter Regarding Stamp Duty

關於印花稅的確認書

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司(as “Owner” 作為「擁有人」)* Harbour Vantage Limited (as “Person so Engaged” 作為「如此聘用的人」)*#			
Phase of Development 發展項目期數	Phase VI of Kowloon Station Development (“The Cullinan”)^ 九龍站發展項目的第六期 (「天璽」)^			
Address 地址	No.1 Austin Road West 柯士甸道西 1 號			
Property 本物業	Tower 座數	Zone 區	Floor 樓層	Flat 單位
Purchaser 買方				
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼				
Date 日期	(undated upon tender submission) (投標時不填上日期)			

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

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

New rate of Ad Valorem Stamp Duty

新從價印花稅稅率

- The Stamp Duty (Amendment) Ordinance 2018 was gazetted on 19 January 2018 with retrospective effect from 5 November 2016. Any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to the new AVD rate (a flat rate at 15% of the consideration or value of the residential property, whichever is the higher).
《印花稅 (修訂) 條例 2018》已於 2018 年 1 月 19 日刊憲，法例具有追溯效力至 2016 年 11 月 5 日。任何在 2016 年 11 月 5 日或以後簽立以買賣或轉讓住宅物業的文書，除獲豁免或另有規定外，均須按新的「從價印花稅」稅率繳付「從價印花稅」，稅率劃一為物業的售價或價值 (以較高者為準) 的 15%。
- AVD calculated at the new flat rate of 15% (“**new AVD rate**”) is applicable to any residential property (except that acquired by a Hong Kong Permanent Resident (“**HKPR**”) who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition) acquired either by an individual or a company.
任何以個人或公司名義取得的住宅物業 (除非該住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業)，均須繳付以劃一 15% 新稅率計算的「從價印花稅」。
- There is no change to the circumstances under which AVD at Scale 2 rates is applicable or AVD is exempted.
可按第 2 標準稅率繳納「從價印花稅」或可獲豁免「從價印花稅」的情況沒有改變。
- If the Purchaser claims that the AVD at Scale 2 rates shall apply and/or buyer’s stamp duty (“**BSD**”) shall be exempted:-
如買方聲稱應適用以第 2 標準稅率計算的從價印花稅及／或應豁免買家印花稅：
 - The Purchaser or each of the Purchaser (as the case may be) shall make a statutory declaration (the “**Statutory Declaration**”) (in the prescribed form) accompanied with a copy of his/her Hong Kong Identity Card(s).
買方或每名買方 (視適用情況而定) 須作出法定聲明 (依照指定表格) 及附上他／她的香港身分證副本。
 - The Purchaser undertakes to deliver and shall procure the Purchaser’s solicitors to deliver to the Vendor’s Solicitors :-
買方承諾向賣方律師交付並促使其律師向賣方律師交付：
 - within 5 working days (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance) after the date of the Preliminary Agreement, a certified true copy of the Statutory Declaration together with a duly completed Form IRSD 118 and other supporting documents which the Stamp Office may from time to time require; and
在臨時合約訂立之日後起 5 個工作日 (按《一手住宅物業銷售條例》第 2(1)條所定義) 內，「法定聲明」的認證副本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他證明文件；及

- (iii) within 14 days from the date of the Preliminary Agreement, the original Agreement for Sale and Purchase duly stamped or the original stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase to enable the Vendor's Solicitors to register the Agreement for Sale and Purchase with the Land Registry within one month after the date of the Preliminary Agreement.
在臨時合約訂立之日起 14 天內，一份已加蓋應付印花稅之買賣合約的正本，或印花證明書的正本，以證明已完全繳付買賣合約之印花稅及使賣方律師在臨時合約之日後起 1 個月內在土地註冊處登記買賣合約。

5. If the present transaction is subject to payment of the new AVD rate:-
如本項交易須繳付以新稅率計算的「從價印花稅」：

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

買方承諾向賣方律師交付並促使其律師向賣方律師交付，在臨時買賣訂立之日起 14 天內，一份已加蓋以新稅率計算的「從價印花稅」之買賣合約的正本，或印花證明書的正本，以證明已完全繳付就買賣合約須繳付之以新稅率計算的「從價印花稅」及使賣方律師在臨時合約之日後起 1 個月內在土地註冊處登記買賣合約。

Other Matters **其他事項**

6. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.
本人／我們確認及知悉，若本人／我們不能全數準時支付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，本人／我們須就此向賣方作出十足的彌償。
7. I/We understand that I/we shall be solely responsible for ascertaining whether I am/we are HKPR, subject to the BSD and subject to the new AVD rate.
本人／我們明白，本人／我們有責任確定本人／我們是否香港永久性居民、是否需要繳付「買家印花稅」及是否需要繳付以新稅率計算的「從價印花稅」。
8. I/We acknowledge and agree that I/we shall pay all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by me/us or any third party (if applicable) if I/we claim exemption from BSD or the new AVD rate, as the case may be.
本人／我們知悉及同意，若本人／我們有意申請豁免「買家印花稅」或豁免以新稅率計算的「從價印花稅」（視情況而定），本人／我們須支付所有就該申請而必需由本人／我們或第三方（如適用）作出的「法定聲明」所涉及的法律費用及開銷。
9. I/We acknowledge that this document does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt. Whether the AVD at Scale 2 rates will be applicable to me/us and/or whether I/we shall be exempted for BSD is subject to the decision of the Collector of Stamp Revenue.
本文件不構成你們給予本人／我們任何意見或陳述。本人／我們明白如有疑問，本人／我們應徵詢專業人士之意見。印花稅署署長對於以第 2 標準稅率計算的「從價印花稅」是否適用於本人／我們及／或本人／我們是否可獲豁免「買家印花稅」有決定權。
10. Nothing in this acknowledgement letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.
本確認書任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。
11. The Chinese translation of this acknowledgement letter is for reference purposes only. In case of any dispute, the English version shall prevail.
本確認書中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signed by the Purchaser 買方簽署

* "Owner" means the legal or beneficial owner of the Property. 「擁有人」指本物業的法律上的擁有人或實益擁有人。

"Person so Engaged" means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

^ Residential development, service apartment accommodation and car park in Phase VI of Kowloon Station Development are known as "The Cullinan". 九龍站發展項目的第六期中住宅發展項目、服務式公寓樓宇及停車場為「天璽」。

Annex 8
附件 8

Vendor's Information Form
賣方資料表格

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司(as "Owner" 作為「擁有人」)* Harbour Vantage Limited (as "Person so Engaged" 作為「如此聘用的人」)#			
Phase of Development 發展項目期數	Phase VI of Kowloon Station Development ("The Cullinan")^ 九龍站發展項目的第六期（「天璽」）^			
Address 地址	No.1 Austin Road West 柯士甸道西 1 號			
Property 本物業	Tower 座數	Zone 區	Floor 樓層	Flat 單位
	20	2	12	A
Purchaser(s) 買方				
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼				
Date 日期	(undated upon tender submission) (投標時不填上日期)			

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	HK\$ 每月港幣	20,522	per month 元
b) The amount of the Government rent (if any) that is payable for the Property 須就本物業繳付的地稅（如有的話）的款額	HK\$ 每季港幣	12,321	per quarter 元
c) The name of the owners' incorporation (if any) 業主立案法團（如有的話）的名稱	No 沒有		
d) The name of the manager of the Phase of Development 發展項目期數的管理人的姓名或名稱	MTR Corporation Limited 香港鐵路有限公司		
e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Phase of Development 賣方自政府或管理處接獲的關乎發展項目期數中的住宅物業的擁有人須分擔的款項的任何通知	No 沒有		
f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Phase of Development 賣方自政府接獲的規定賣方拆卸發展項目期數的任何部分或將發展項目期數的任何部分恢復原狀的任何通知	No 沒有		
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索	No 沒有		

Date of Printing (Day/Month/Year):
印製日期（日／月／年）： 21/5/2021

Signed by the Purchaser 買方簽署

- * "Owner" means the legal or beneficial owner of the Property. 「擁有人」指本物業的法律上的擁有人或實益擁有人。
- # "Person so Engaged" means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
- ^ Residential development, service apartment accommodation and car park in Phase VI of Kowloon Station Development are known as "The Cullinan". 九龍站發展項目的第六期中住宅發展項目、服務式公寓樓宇及停車場為「天璽」。

Annex 8
附件 8

Vendor's Information Form
賣方資料表格

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司(as "Owner" 作為「擁有人」)* Harbour Vantage Limited (as "Person so Engaged" 作為「如此聘用的人」)#			
Phase of Development 發展項目期數	Phase VI of Kowloon Station Development ("The Cullinan")^ 九龍站發展項目的第六期（「天璽」）^			
Address 地址	No.1 Austin Road West 柯士甸道西 1 號			
Property 本物業	Tower 座數	Zone 區	Floor 樓層	Flat 單位
	20	2	12	B
Purchaser(s) 買方				
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼				
Date 日期	(undated upon tender submission) (投標時不填上日期)			

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	HK\$	9,056	per month	
	每月港幣		元	
b) The amount of the Government rent (if any) that is payable for the Property 須就本物業繳付的地稅（如有的話）的款額	HK\$	4,954.5	per quarter	
	每季港幣		元	
c) The name of the owners' incorporation (if any) 業主立案法團（如有的話）的名稱	No 沒有			
d) The name of the manager of the Phase of Development 發展項目期數的管理人的姓名或名稱	MTR Corporation Limited 香港鐵路有限公司			
e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Phase of Development 賣方自政府或管理處接獲的關乎發展項目期數中的住宅物業的擁有人須分擔的款項的任何通知	No 沒有			
f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Phase of Development 賣方自政府接獲的規定賣方拆卸發展項目期數的任何部分或將發展項目期數的任何部分恢復原狀的任何通知	No 沒有			
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索	No 沒有			

Date of Printing (Day/Month/Year):
 印製日期（日／月／年）： **21/5/2021**

Signed by the Purchaser 買方簽署

* "Owner" means the legal or beneficial owner of the Property. 「擁有人」指本物業的法律上的擁有人或實益擁有人。

"Person so Engaged" means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

^ Residential development, service apartment accommodation and car park in Phase VI of Kowloon Station Development are known as "The Cullinan". 九龍站發展項目的第六期中住宅發展項目、服務式公寓樓宇及停車場為「天璽」。

Annex 9
附件 9

Acknowledgement Letter Regarding Viewing of Property and Furniture and Chattels
關於參觀本物業及傢俱和物件的確認信

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司(as “Owner” 作為「擁有人」)* Harbour Vantage Limited (as “Person so Engaged” 作為「如此聘用的人」)#			
Phase of Development 發展項目期數	Phase VI of Kowloon Station Development (“The Cullinan”)^ 九龍站發展項目的第六期 (「天璽」) ^			
Address 地址	No.1 Austin Road West 柯士甸道西 1 號			
Property 本物業	Tower 座數	Zone 區	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				
Date 日期	(undated upon tender submission) (投標時不填上日期)			

1. Viewing of the Property
參觀本物業

☐ I/We hereby confirm and acknowledge that before signing of the Preliminary Agreement for Sale and Purchase of the Property (“**Preliminary Agreement**”), the Vendor has made the Property available for viewing by me/us and I/we have viewed the Property on or before the date of this acknowledgement letter.
本人／我們謹此確認及知悉在簽署本物業的臨時買賣合約 (「**臨時合約**」) 之前，賣方已開放本物業供本人／我們參觀，且本人／我們已於此確認信的日期當日或之前參觀過本物業。

☐ I/We hereby confirm and acknowledge that before the signing of the Preliminary Agreement, it is not reasonably practicable for the Vendor to make the Property available for viewing by me/us.
本人／我們謹此確認及知悉在簽署臨時合約之前，賣方開放本物業供本人／我們參觀，並非合理地切實可行。

Pursuant to section 44(2)(b)(i) of the Residential Properties (First-hand Sales) Ordinance, the Vendor has made a comparable residential property (“**comparable residential property**”) in the Phase of Development available for viewing by me/us.

根據《一手住宅物業銷售條例》第 44(2)(b)(i)條，賣方已開放發展項目期數內與本物業相若的住宅物業 (「**相若住宅物業**」) 供本人／我們參觀。

☐ I/We have viewed the comparable residential property(ies) before the signing of the Preliminary Agreement.
本人／我們已在簽署臨時合約之前參觀過相若住宅物業。

☐ I/We understand that I/we have the right to view the Property/comparable residential property before the signing of the Preliminary Agreement and the Vendor has offered to arrange me/us to view the Property, however, I/we have declined to do so.
本人／我們明白本人／我們有權在簽署臨時合約之前參觀本物業／相若住宅物業，而賣方已邀請本人／我們參觀本物業，但本人／我們拒絕參觀。

I/We hereby confirm and acknowledge that I am/we are fully aware that after my/our signing of the Preliminary Agreement, the Property will continue to be made available for viewing by potential purchasers of the Phase of Development until my/our completion of the sale and purchase.

本人／我們僅此知悉及確認，在本人／我們簽署臨時合約之後，本物業將會繼續開放供發展項目期數之有興趣買家參觀直至本人／我們完成本物業的買賣。本人／我們同意本人／我們不得對此提出任何異議。

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

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

2. Furniture and Chattels
傢俱和物件

☐ I/We hereby confirm and acknowledge that:
本人／我們謹此確認及知悉：

(a) All corresponding furniture, accessories, chandeliers and feature lightings, planters and other chattels (but excluding televisions, if any) (“**furniture and chattels**”) currently displayed and placed at the Property will be given by the Vendor to me/us upon completion of the sale and purchase.

賣方將於完成買賣時向本人／我們贈予於本物業現有展示及安放之所有傢俱、裝飾品、吊燈及特色燈飾、植物及其他物件（但不包電視機（如有））（「**傢俱和物件**」）。

(b) No warranty or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect as regards the furniture and chattels, nor will the Vendor be responsible for maintenance or warranty of the same. In particular, no warranty or representation whatsoever is given as to the condition and state, quality or the fitness of the furniture and chattels or as to whether the furniture and chattels are or will be in working condition. The furniture and chattels will be delivered at the Property to me/us upon completion on an “as-is” condition.

賣方或其代表不會就傢俱和物件作出任何保證或陳述或負責其保養或保用，更不會就其狀況及狀態、品質或性能，或其是否或將會否在可運作狀況作出任何保證或陳述。傢俱和物件將於成交日以『現狀』在本物業交予本人／我們。

(c) In any event, no objection or requisitions whatsoever shall be raised by me/us in respect of the furniture and chattels.

任何情況下，本人／我們不得就傢俱和物件提出任何異議或質詢。

☐ I/We hereby confirm and acknowledge that the furniture and chattels placed at the Property/comparable residential property for display purposes (if any) (other than those fittings, finishes and appliances in the Property as stated in the Sales Brochure) will not be provided or delivered to me/us upon completion of the sale and purchase of the Property.

本人／我們謹此確認及知悉安放於本物業／相若住宅物業作展示目的之傢俱和物件（如有）（售樓說明書內列明本物業附設之裝置、裝修物料及設備除外），將不會於完成買賣時連同本物業交予本人／我們。

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

如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser 買方簽署

* “Owner” means the legal or beneficial owner of the Property. 「擁有人」指本物業的法律上的擁有人或實益擁有人。

“Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

^ Residential development, service apartment accommodation and car park in Phase VI of Kowloon Station Development are known as “The Cullinan”. 九龍站發展項目的第六期中住宅發展項目、服務式公寓樓宇及停車場為「天璽」。

Annex 10
附件 10

Acknowledgement Letter Regarding Outdoor Condenser Units of the Split-type Air-conditioning Units of the Property
關於物業之分體式空調機的室外冷凝器的確認書

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司(as “Owner” 作為「擁有人」)* Harbour Vantage Limited (as “Person so Engaged” 作為「如此聘用的人」)#			
Phase of Development 發展項目期數	Phase VI of Kowloon Station Development (“The Cullinan”)^ 九龍站發展項目的第六期 (「天璽」) ^			
Address 地址	No.1 Austin Road West 柯士甸道西 1 號			
Property 本物業	Tower 座數	Zone 區	Floor 樓層	Flat 單位
Purchaser 買方				
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼				
Date 日期	(undated upon tender submission) (投標時不填上日期)			

To: MTR Corporation Limited
致：香港鐵路有限公司

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

本人／我們，下述簽署人，僅此知悉並確認，在本人／我們簽署本物業的臨時買賣合約前，本人／我們已充分知悉下述事宜及其影響：

1. The outdoor condenser units of the split-type air-conditioning units of the Property (“**the outdoor condenser units**”) are owned by the owner of the Property served by them and the owner of the Property has the obligation to repair and maintain the outdoor condenser units at his own costs and expenses. As the outdoor condenser units are installed outside the Property, access to the outdoor condenser units will require passing through the common areas of Phase VI which are under the management and control of the Managers in accordance with the provisions of the Principal Deed of Mutual Covenant and Management Agreement and the relevant Sub-Deed of Mutual Covenant and Management Agreement (collectively “**the DMC**”).
本物業之分體式空調機的室外冷凝器（「**該室外冷凝器**」）是由本物業之業主所擁有，且本物業業主有責任自費修理及維護該室外冷凝器。由於該室外冷凝器安裝於本物業之外，接達該室外冷凝器需通過第六期公用地方。而第六期公用地方是由管理人根據主公契及管理協議及相關分公契及管理協議（統稱「**該公契**」）之條款管理及控制的。
2. The maintenance of the outdoor condenser units may require the erection and use of scaffoldings at common areas of Phase VI or, where scaffolding is not practicable, the use of gondola. The erection and use of scaffoldings is subject to the provisions of the DMC and the House Rules and the prior written approval of the Managers. The use of gondola is also subject to the provisions of the DMC and the House Rules and the prior written approval of the Managers (which approval may only be given after obtaining the prior approval of the Phase VI Owners Sub-Committee) and such charges and fees as may be imposed by the Managers.
維護該室外冷凝器有可能需於第六期公用地方搭建及使用棚架或，當棚架不可行時，使用吊船。棚架的搭建及使用須依照該公契及大廈守則之規定，並且須獲管理人書面同意。至於吊船的使用亦須依照該公契及大廈守則之規定，並且須獲管理人書面同意（管理人的同意只有在獲得第六期業主分委員會事先同意之後，方會發出），業主同時須向管理人支付所徵收的收費與費用。
3. Purchasers should note that the use of the gondola of the building, if approved by the Phase VI Owners Sub-Committee and the Manager, would involve the engagement of a contractor nominated by the Manager for the purpose (“**the nominated contractor**”) and payment of the fees required by the nominated contractor.
買方須注意，若吊船的使用獲第六期分業主委員會及管理人的同意，買方將須僱用由管理人指定的承包商（「**該指定承包商**」），及須支付該指定承包商所要求的費用。

Signed by the Purchaser 買方簽署

* “Owner” means the legal or beneficial owner of the Property. 「擁有人」指本物業的法律上的擁有人或實益擁有人。

“Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

^ Residential development, service apartment accommodation and car park in Phase VI of Kowloon Station Development are known as “The Cullinan”. 九龍站發展項目的第六期中住宅發展項目、服務式公寓樓宇及停車場為「天璽」。

Acknowledgement Letter Regarding Air-conditioners
關於空調設備的確認書

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司(as “Owner” 作為「擁有人」)* Harbour Vantage Limited (as “Person so Engaged” 作為「如此聘用的人」)#			
Phase of Development 發展項目期數	Phase VI of Kowloon Station Development (“The Cullinan”)^ 九龍站發展項目的第六期 (「天璽」)^			
Address 地址	No.1 Austin Road West 柯士甸道西 1 號			
Property 本物業	Tower 座數	Zone 區	Floor 樓層	Flat 單位
Purchaser 買方				
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼				
Date 日期	(undated upon tender submission) (投標時不填上日期)			

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

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

- I/We acknowledge that some or all of the air-conditioner(s) (including their indoor unit(s) and/or outdoor unit(s)) currently installed in the Property (“**Existing Air-conditioner(s)**”) may be replaced by the Vendor with air-conditioner(s) (including their indoor unit(s) and/or outdoor unit(s)) (“**New Air-conditioner(s)**”) of a same/different brand name and/or model number and/or dimensions prior to completion of the sale and purchase of the Property, which, if replaced, may be different from the brand name and/or model number and/or dimensions of the Existing Air-conditioner(s) as specified in the current version of the sales brochure.
本人／我們得悉部份或所有現時安裝於該物業的空調設備 (包括其室內機及／或室外機) (下稱為「**現有空調設備**」), 可能會於該物業的買賣成交前被賣方更換為相同／不同品牌名稱及／或不同產品型號及／或不同尺寸的空調設備 (包括其室內機及／或室外機) (下稱為「**新空調設備**」), 更換後可能與目前版本的售樓書內指明的現有空調設備的品牌及／或產品型號及／或尺寸不同。
- The Vendor confirms that the New Air-conditioner(s) will be of comparable quality to the Existing Air-conditioner(s) as specified in the current version of the sales brochure.
賣方確認新空調設備與目前版本的售樓書內指明的現有空調設備的品質相若。
- I/We shall not raise any objection or requisition in respect of the above matters. Further, I/we shall have no claims whatsoever against the Vendor as a result of or in connection with the replacement of the Existing Air-conditioner(s) with the New Air-conditioner(s) as abovementioned.
本人／我們不得就以上事項提出任何反對或質詢。本人／吾等不會由於或有關上述把現有空調設備更換為新空調設備一事而向賣方有任何申索。
- The parties do not intend any term of this letter to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623)(“**CRTPO**”) and agree that this letter shall be excluded from the application of the CRTPO.
雙方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章) (「**該條例**」) 強制執行本確認書下任何條款, 並且同意排除該條例對本確認書的適用。
- I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge and accept and agree of the above.
本人／吾等確認及聲明本人／吾等同意購入該物業時已完全知悉並接受和同意上述事項。
- The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.
本函中文譯本僅供參考, 如與英文文本有異, 概以英文文本為準。

Signed by the Purchaser 買方簽署

Note 備註:

* “Owner” means the legal or beneficial owner of the Property. 「擁有人」指本物業的法律上的擁有人或實益擁有人。

“Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

^ Residential development, service apartment accommodation and car park in Phase VI of Kowloon Station Development are known as “The Cullinan”. 九龍站發展項目的第六期中住宅發展項目、服務式公寓樓宇及停車場為「天璽」。

Personal Information Collection Statement
個人資料收集聲明

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司(as "Owner" 作為「擁有人」)* Harbour Vantage Limited (as "Person so Engaged" 作為「如此聘用的人」)#			
Phase of Development 發展項目期數	Phase VI of Kowloon Station Development ("The Cullinan")^ 九龍站發展項目的第六期 (「天璽」)^			
Address 地址	No.1 Austin Road West 柯士甸道西 1 號			
Property 本物業	Tower 座數	Zone 區	Floor 樓層	Flat 單位
Purchaser 買方				
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼				
Date 日期	(undated upon tender submission) (投標時不填上日期)			

Collection of your personal information
收集閣下的個人資料

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

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

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

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

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

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

Purposes for which Your Information may be used

閣下資料可能被用作的用途

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

我們可能不時使用閣下資料作下列一個或多個用途：

- handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
處理閣下的物業交易，包括準備文件和作出任何必要的安排以完成交易；
- providing you with and administering offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits whether of a financial nature, in the form of gifts or otherwise;
向閣下提供及管理優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益 (不論屬財務性質或以贈品或其他形式提供)；
- where mortgages, second mortgages, credit facilities or financial accommodation are sought by you, liaising with the mortgagee(s) or provider(s) of credit facilities or financial accommodation to process the same;
如閣下尋求按揭、第二按揭、信貸融資或財務融通，與承按人或信貸融資或財務融通提供者聯絡以處理閣下的申請；
- handling your applications or requests for services, products, memberships or benefits;
處理閣下就服務、產品、會籍或利益的申請或要求；
- facilitating property management and security;
促進物業管理及保安；

- (vi) conducting surveys (which is wholly on voluntary basis) on the quality of services, properties, property developments or products provided by us or any other member of Sun Hung Kai Properties Group ("Group") or joint venture company(ies) set up by member(s) of the Group and joint venture partners ("JV Companies");
就我們或新鴻基地產集團（「集團」）任何其他成員或由集團成員及合資夥伴成立的合資公司（「合資公司」）提供的服務、物業、物業發展項目或產品的質量進行調查（自願性質參與）；
- (vii) marketing services, properties, property developments, products and other subjects (please see further details in "Use of Your Information in direct marketing" section below);
促銷服務、物業、物業發展項目、產品及其他標的（詳情請參閱以下「在直接促銷中使用閣下資料」部分）；
- (viii) conducting statistical research and analysis (the outcome of which will not reveal your identity);
進行統計研究和分析（統計研究及分析結果將不會揭露閣下的身分）；
- (ix) communicating with you;
與閣下溝通；
- (x) investigating and handling complaints;
調查及處理投訴；
- (xi) preventing or detecting illegal or suspicious activities; and
預防或偵測非法或可疑活動；及
- (xii) making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.
在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。

Transfer of Your Information

轉移閣下資料

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

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

- (i) any member of the Group;
集團任何成員；
- (ii) any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;
閣下向其尋求按揭、第二按揭、信貸融資或財務融通的任何人士；
- (iii) any agent, contractor or third party service provider who provides administrative, telecommunications, computer or other services to or support the operation of our business;
任何代理人、承包商或就我們的業務運作向我們提供行政、電訊、電腦或其他服務的第三方服務供應商；
- (iv) any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers;
對我們有保密責任的任何人士，包括我們的會計師、法律顧問或其他專業顧問；
- (v) any person involved in your property transaction including the vendors; and
閣下物業交易涉及的任何人士包括賣方；及
- (vi) any person to whom we are required to make disclosure under any law, court order, direction, code or guideline applicable in or outside Hong Kong.
我們根據香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求需要向其作出披露的任何人士。

Use of Your Information in direct marketing

在直接促銷中使用閣下資料

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

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

In connection with direct marketing, we intend:

就直接促銷，我們有意：

- (a) to use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;
使用我們不時收集、產生、編制或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據；
- (b) to market the following classes of services and products to you:
向閣下促銷以下類別的服務及產品：
 - (1) real estate properties (including car parking spaces) or property developments offered by member(s) of the Group, JV Companies or other persons who engage us to sell or promote real estate properties for them;

集團成員、合資公司或其他委任我們代其銷售或推廣地產物業的人士提供的地產物業（包括泊車位）或物業發展項目；

- (2) services and products offered by us, other members of the Group or JV Companies (including real estate agency services, credit facilities and financial services);

我們、集團其他成員或合資公司提供的服務及產品（包括地產代理服務、信貸融資及財務服務）；

- (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us, other members of the Group or JV Companies; and

我們、集團其他成員或合資公司提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及

- (4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;

為慈善或非牟利用途的捐款或捐贈，或企業社會責任節目或活動；

- (c) in return for money or other property, to provide Your Information described in (a) above to other members of the Group for their use in direct marketing the classes of services and products described in (b) above.

為換取金錢或其他財產，將以上(a)段所述的閣下資料提供予集團其他成員以供其在直接促銷以上(b)段所述的服務及產品類別中使用。

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

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

Access to and correction of Your Information

查閱及改正閣下資料

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

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

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

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

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

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

- ☐ Please do NOT send direct marketing information to me.

請不要向我發送直接促銷資訊。

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

請不要將本人的個人資料提供予其他人士以供其在直接促銷中使用。

Signed by the Purchaser(s) 買方簽署

* "Owner" means the legal or beneficial owner of the Property. 「擁有人」指本物業的法律上的擁有人或實益擁有人。

"Person so Engaged" means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

^ Residential development, service apartment accommodation and car park in Phase VI of Kowloon Station Development are known as "The Cullinan". 九龍站發展項目的第六期中住宅發展項目、服務式公寓樓宇及停車場為「天璽」。

Annex 13
附件 13

收集個人資料聲明（「本聲明」）
Personal Information Collection Statement ("PICS")

賣方 Vendor	香港鐵路有限公司 MTR Corporation Limited (作為「擁有人」as "Owner")* Harbour Vantage Limited (作為「如此聘用的人」as "Person so Engaged")#			
發展項目期數 Phase of Development	九龍站發展項目的第六期（「天璽」）^ Phase VI of Kowloon Station Development ("The Cullinan")^			
地址 Address	柯士甸道西 1 號 No.1 Austin Road West			
本物業 Property	座數 Tower	區 Zone	樓層 Floor	單位 Flat
買方 Purchaser				
身份證／護照／商業登記證號碼 I.D./Passport/B.R. No.				
日期 Date	(undated upon tender submission) (投標時不填上日期)			

- * "Owner" means the legal or beneficial owner of the Property. 「擁有人」指本物業的法律上的擁有人或實益擁有人。
- # "Person so Engaged" means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
- ^ Residential development, service apartment accommodation and car park in Phase VI of Kowloon Station Development are known as "The Cullinan". 九龍站發展項目的第六期中住宅發展項目、服務式公寓樓宇及停車場為「天璽」。

1. 閣下的私隱
Your Privacy

- 1.1 香港鐵路有限公司（「**港鐵公司**」、「**我們**」或「**我們的**」）在收集、儲存、使用及傳送個人資料時，尊重閣下的法定私隱權利，而本聲明則說明我們的私隱實務。我們的政策是須遵守香港特別行政區法例的《**個人資料（私隱）條例**》（第 486 章）及由私隱專員所發出的所有適用的相關實務守則及指引的規定。藉此，我們將確保屬下的職員會符合保安及保密方面最嚴格的標準。
- MTR Corporation Limited ("**MTR Corporation**", "**we**", "**our**" or "**us**") respects your legal rights of privacy when collecting, storing, using and transmitting personal data and this PICS explains our privacy practices. It is our policy to comply with the requirements of the **Personal Data (Privacy) Ordinance** (Cap. 486) of the Laws of the Hong Kong Special Administrative Region and all applicable related codes of practice and guidance notes issued by the Privacy Commissioner. In doing so, we will ensure compliance by our staff with the strictest standards of security and confidentiality.
- 1.2 請細閱下文，以便理解我們在如何處理閣下的個人資料方面的政策及實務。在我們認為有需要時，可不時修訂或以其他方式更改本政策，但我們將會就任何該等修訂或更改給予閣下事先通知。
- Please read the following carefully to understand our policy and practices regarding how your personal data will be treated. This policy may from time to time be revised or otherwise changed where we deem necessary but we will give you advance notice of any such revision or change.
- 1.3 在本聲明內，「**個人資料**」指任何個人識別資料或敏感資料（例如姓名、職業、地址、聯絡資料、身份證或護照號碼、信用卡資料、閣下的年齡、閣下的婚姻狀況及家庭成員、閣下的僱主、閣下的收入），而可切實可行地從該資料確定個別人士的身份。
- In this PICS, "**personal data**" means any personally identifying information or sensitive data (such as names, occupations, addresses, contact details, ID Card or Passport numbers, credit card information, your age, your marital status and your family members, your employer, your income) from which it is practicable for the identity of an individual to be ascertained.
- 1.4 如果本聲明的英文版本與中文版本有任何不符，應以英文版本為準。
- If there is any inconsistency between the English and Chinese version of this PICS, the English version shall prevail.

2. 我們將會使用閣下的個人資料作何等用途 Purposes for which we will use your personal data

- 2.1 當閣下與港鐵公司接洽，以購買或租賃在其中一個擁有人的或我們的物業發展項目的物業時，我們會收集閣下及（如有需要）閣下的家庭成員的個人資料。當閣下首次聯絡我們查詢有關物業的事宜時或當閣下為購買或租賃物業而簽署協議時，個人資料可能會被收集。

We collect the personal data of you and (if necessary) your family members when you engage with MTR Corporation with a view to purchasing or leasing a property in one of the Owner's or our property developments. The collection of personal data may occur when you first contact us to enquire about a property or when you sign an agreement to purchase or lease a property.

- 2.2 我們可能將個人資料用途分為**強制性用途**及**自願性用途**。如果個人資料是用作**強制性用途**，閣下必須向我們提供閣下及（如有需要）閣下的家庭成員的個人資料。如果個人資料只是用作**自願性用途**，閣下可完全自願決定是否希望向我們提供資料。

The purposes for which we may use your personal data are divided into obligatory purposes and **voluntary purposes**. If personal data is to be used for an **obligatory purpose, you MUST provide the personal data of you and (if necessary) your family members to us**. If personal data is only to be used for a **voluntary purpose**, it is entirely voluntary for you to decide whether you want to provide such information to us or not.

A. 閣下**必須**提供閣下及（如有需要）閣下的家庭成員的個人資料所作的用途為：

Purposes for which it is obligatory for you to provide the personal data of you and (if necessary) your family members are:

- (a) 磋商及完成購買或租賃物業所涉及的所有步驟，包括但不限於簽署及登記合約及其他法律文件；
all the steps involved in negotiating and completing the purchase or lease of a property, including but not limited to signing and registering contracts and other legal documentation;
- (b) 處理發出帳單及付款、釐定尚欠款額，以及（如有需要）向閣下及就閣下的債務提供抵押或擔保的人士收取尚欠付款；
processing billing and payment, determining amounts outstanding, and, if necessary, collection of outstanding payments from you and persons providing security for or guarantees of your obligations;
- (c) 處理及跟進服務電話通話、查詢及投訴；
handling and following up service calls, enquiries and complaints;
- (d) 核實閣下的身份；
verification of your identity;
- (e) 符合根據(i)對港鐵公司及其附屬公司和相關聯公司（合稱為「**港鐵集團**」）具有約束力的任何法律及(ii)由監管機構或其他機構（包括行業及自律監管團體）所發出而港鐵公司或港鐵集團公司有責任或被期望遵守的任何指引、規例、守則或其他措施所規定而作出披露的責任、規定、建議或指示；
complying with obligations, requirements, recommendations and instructions to make disclosure under (i) any law binding on MTR Corporation and its subsidiaries and affiliates (collectively, "**MTR Group**") and (ii) any guidelines, regulations, codes or other measures issued by regulatory or other authorities (including industry and self-regulatory bodies) with which MTR Corporation or MTR Group companies are obliged or expected to comply;
- (f) 使港鐵公司一切或部份業務的實際或擬定受讓人、承轉人或繼承人能夠評估相關的交易；及
enabling an actual or proposed assignee, transferee or successor of MTR Corporation of all or part of its business to evaluate the relevant transaction; and
- (g) 與任何上述用途直接有關的用途。
purposes directly relating to any of the above purposes.

- B. 閣下可**自願**提供閣下的個人資料所作的用途為：
Purposes for which it is only **voluntary** for you to provide your personal data are:

不適用 Not Applicable

3. 披露 Disclosure

- 3.1 若我們向閣下收集個人資料，我們將會：
In cases where we do collect personal data from you, we will:

- (a) (以本聲明或以獨立通知)告知閣下我們正在如此行事及我們會將我們收集的該等個人資料作何等用途；
tell you (by way of this PICS or by a separate notification) that we are doing so and the use that we will make of such personal data we collect;
- (b) 如屬有關的話，給予閣下機會反對閣下的個人資料被用作某特定用途；及
where relevant, give you the opportunity to object to a particular use of your personal data; and
- (c) 告知閣下我們將會如何儲存閣下的個人資料及閣下可如何查閱、更改及刪除我們已儲存的個人資料。
tell you how we will store your personal data and how you can review, change and delete the personal data we have stored.

- 3.2 我們將採取所有切實可行的步驟，以保密閣下的個人資料，但我們可向下列人士轉移／轉讓該等資料：
We will take all practicable steps to keep your personal data confidential but we may transfer/assign such data to the following parties:

- (a) 如果港鐵公司決定出售其業務的任何相關部分，則向港鐵公司就閣下的個人資料所享有權利的任何實際或擬定受讓人、承轉人或繼承人；
if MTR Corporation decides to sell any relevant part of its business, to any actual or proposed assignee, transferee or successor of or to MTR Corporation's rights in respect of your personal data;
- (b) 向包含擁有人或我們正在出售及租賃物業之擁有人的或港鐵公司的物業發展項目的發展商及擔保或保證發展商就擁有人或我們的物業發展項目的建築責任的發展商擔保人；
the developer of the Owner's or our property development containing the property the Owner or we are selling and leasing, and to the guarantor of the developer guaranteeing or securing the developer's construction obligations of the Owner's or our property development;
- (c) 向擁有人或港鐵公司提供有關其業務營運及貫徹在上文第 2 段內所列出用途的法律、物業代理、行政、電訊、電腦及其他服務的任何代理人、承辦商或第三者服務提供者。該等服務提供者可包括（但不限於）在出售或租賃物業方面代表擁有人或我們的律師，或者協助擁有人或我們或促銷物業、管理物業或處理與物業有關的行政事務的其他方；
any agent, contractor or third party service provider who provides legal, property, agency, administrative, telecommunications, computer and other services to the Owner or MTR Corporation with respect to the operation of its business and the fulfilment of the purposes listed in paragraph 2 above – such service providers may include (but are not limited to) solicitors acting for the Owner or us on the sale or lease of a property or parties assisting us with the marketing, management or administration of properties;
- (d) 根據(i)對港鐵公司或其他港鐵集團公司具有約束力的任何法律及(ii)由監管機構或其他機構（包括行業及自律監管團體）所發出而港鐵公司或任何其他港鐵集團公司有責任或被期望遵守的任何指引、規例、守則或其他措施規定，港鐵公司有責任向其作出披露的任何人士；
any person to whom MTR Corporation is under an obligation to make disclosure under the requirements of (i) any law binding on MTR Corporation or other MTR Group companies and (ii) any guidelines, regulations, codes or other measures issued by regulatory or other authorities (including industry and self-regulatory bodies) with which MTR Corporation or any other MTR Group companies are obliged or expected to comply;

- (e) 向閣下已明示同意我們可向其披露閣下及（如有需要）閣下的家庭成員的個人資料的其他方。
to entities to whom you have expressly agreed that we may disclose the personal data of you and your family members.

4. 保安 Security

- 4.1 除在上文第 3 段內所述外，閣下的個人資料（不論被如何儲存），只會由我們獲准許查閱有關資料的僱員、代理人或承辦商查閱。若個人資料是以電子方式儲存，該等資料將被保存在獨立的伺服器內，並將有密碼保護（或受某種同等形式的保護）且只可由已獲准許的港鐵公司人員或港鐵公司的代理人或承辦商查閱。被指定處理個人資料的僱員、代理人及承辦商將接獲指示只可按照本聲明如此行事。

Except as mentioned in paragraph 3 above, your personal data, however stored, will be accessed only by our employees, agents or contractors who are authorised to do so. Where personal data is stored electronically, it will be kept on a separate server and will be password-protected (or under some equivalent form of protection) and accessible only by authorised personnel of MTR Corporation or its agents or contractors. Employees, agents and contractors designated to handle personal data will be instructed to do so only in accordance with this PICS.

- 4.2 如果在任何時候，閣下的個人資料被轉移至另一伺服器儲存，該等資料將不獲加密，因此可以被第三方查閱。

If at any time your personal data is transferred to another server for storage, it will not be encrypted and therefore may be accessible to third parties.

5. 在法律程序中使用個人資料 Use of Personal Data in Legal Proceedings

如果基於任何原因，包括但不限於向閣下追討閣下欠下我們的任何款項，我們須對閣下採取法律或其他行動，閣下明示同意，在識別閣下並對閣下採取該等行動時，可依據閣下所提供的任何個人資料。

If we have to take legal or other action against you for any reason whatsoever including but not limited to recovering from you any money you owe to us, you expressly agree that any personal data provided by you can be relied upon in identifying and taking such action against you.

6. 閣下的查閱及改正權利 Your Right to Access and Correction

閣下可隨時要求查閱並更正在我們的任何紀錄中與閣下有關的個人資料。閣下亦可要求我們從任何現行的郵遞或分發名單中刪除閣下的個人資料。如要行使閣下的任何權利，閣下可按以下地址、傳真號碼或電郵與我們聯絡，並在閣下的通訊註明「保密」字樣。在回應閣下時，我們可要求閣下提供有關閣下的某些資料，以確定閣下是有關個人資料所指的人士。我們須在 40 天內回覆閣下的要求，但我們可向閣下收取合理費用，以回應查閱要求。

You may at any time request access to and to correct personal data relating to you in any of our records. You may also ask us to delete you or your personal data from any active mailing or distribution list. To exercise any of your rights, contact us at the address, facsimile number or email below, marking your communication "Confidential". In response, we may ask you to provide certain details about yourself so that we can be sure you are the person to whom the data refers. We are required to respond to your requests within 40 days, but we may charge you a reasonable fee for responding to access requests.

7. 個人資料私隱主任 Personal Data Privacy Officer

如欲(1)要求(i)查閱資料或改正資料，(ii)索取有關我們在個人資料方面的政策及實務的一般資料，及(iii)查詢有關我們持有的個人資料種類，及(2)提出一般問題及投訴，應致予以下人士：

The person to whom (1) requests (i) for access to data or correction of data, (ii) for general information regarding our policies and practices with respect to personal data and (iii) about the kinds of personal data that we hold and (2) general questions and complaints should be addressed is as follows:

個人資料私隱主任-天璽

法律部

(註明「保密」字樣)

地址：香港九龍九龍灣德福廣場港鐵總部大樓

電郵：PDPO@mtr.com.hk

Personal Data Privacy Officer for The Cullinan

Legal Department

(Marked Confidential)

Address: MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong

email: PDPO@mtr.com.hk

8. 資料的保留
Retention of Data

我們只會在貫徹收集閣下個人資料的用途所需的時間內保存該等資料。我們亦可保留存檔個人資料作統計用途。無需再保留的個人資料將被銷毀。

We will keep your personal data only for as long as necessary to fulfil the purpose for which the data was collected. We may also retain archived personal data for statistical purposes. Personal data which is no longer required will be destroyed.

9. 確認
Acknowledgement

請在下方簽署以示閣下理解及同意以上條文。

Please sign below to indicate your understanding of and agreement to the above provisions.

買方簽署 SIGNATURE OF PURCHASER :

買方姓名 NAME OF PURCHASER :

日期 DATE :

Annex 14
附件 14

Letter Regarding Option to Purchase Two Residential Car Parking Space
關於認購兩個住戶停車位權利的信件

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司(as “Owner” 作為「擁有人」)* Harbour Vantage Limited (as “Person so Engaged” 作為「如此聘用的人」)#			
Phase of Development 發展項目期數	Phase VI of Kowloon Station Development (“The Cullinan”)^ 九龍站發展項目的第六期（「天璽」）^			
Address 地址	No.1 Austin Road West 柯士甸道西 1 號			
Property 本物業	Tower 座數	Zone 區	Floor 樓層	Flat 單位
Purchaser 買方				
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼				
Date 日期	(undated upon tender submission) (投標時不填上日期)			

The Purchaser hereby confirm and agree as follows:-
買方謹此確認及同意如下：

1. I/We shall be offered an option to purchase not more that **two** residential car parking spaces of the Phase as determined by the Person so Engaged. I/We shall exercise my/our option to purchase residential car parking space in accordance with time limit, terms and manner as prescribed by the sales arrangements of the residential car parking spaces to be announced. Otherwise, the option to purchase residential car parking space shall lapse automatically and I/we shall not be entitled to any compensation therefor.
本人／我們將獲認購由如此聘用的人決定的該期數的**兩個**住戶停車位的權利。本人／我們須根據日後公佈的住戶停車位之銷售安排所規定的時限、條款及方法行使本人／我們認購住戶停車位的權利，否則本人／我們認購住戶停車位的權利將會自動失效，本人／我們不會為此獲得任何補償。
2. The price and sales arrangement details of residential car parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later. Before the entering of an agreement for sale and purchase of the residential car parking space, I/we shall not have any interest or right in any of the residential car parking spaces. In case of dispute, Person so Engaged shall have the sole and absolute discretion to determine.
住戶停車位的售價及銷售安排詳情將由賣方全權及絕對酌情決定，並容後公佈。在簽署住戶停車位的買賣合約之前，本人/我們不享有任何住戶停車位的權益。如有任何爭議，如此聘用的人有唯一及絕對的酌情權決定。
3. In the event of any conflict or discrepancy between the Chinese and English version of this document, the English version shall prevail.如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser 買方簽署

* “Owner” means the legal or beneficial owner of the Property. 「擁有人」指本物業的法律上的擁有人或實益擁有人。
“Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
^ Residential development, service apartment accommodation and car park in Phase VI of Kowloon Station Development are known as "The Cullinan". 九龍站發展項目的第六期中住宅發展項目、服務式公寓樓宇及停車場為「天璽」。

Annex 15
附件 15

Letter Regarding Option to Purchase One Residential Car Parking Space
關於認購一個住戶停車位權利的信件

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司(as “Owner” 作為「擁有人」)* Harbour Vantage Limited (as “Person so Engaged” 作為「如此聘用的人」)#			
Phase of Development 發展項目期數	Phase VI of Kowloon Station Development (“The Cullinan”)^ 九龍站發展項目的第六期（「天璽」）^			
Address 地址	No.1 Austin Road West 柯士甸道西 1 號			
Property 本物業	Tower 座數	Zone 區	Floor 樓層	Flat 單位
Purchaser 買方				
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼				
Date 日期	(undated upon tender submission) (投標時不填上日期)			

The Purchaser hereby confirm and agree as follows (please ☒ as appropriate):-
 買方謹此確認及同意如下（請 ☒ 合適的方格）：

1. ☐ I/We have purchased the Property and I/We shall be offered an option to purchase one residential car parking space of the Phase as determined by the Person so Engaged.
 本人／我們已購買本物業，並可享有認購由如此聘用的人決定的該期數的一個住戶停車位的權利。

OR 或

- ☐ I/We have purchased the Property and the following residential property in two or more tenders of same date and I/We shall be offered an option to purchase one residential car parking space of the Phase as determined by the Person so Engaged.
 本人／我們已透過相同日期的兩份或以上招標文件購買本物業及以下住宅物業，並可享有認購由如此聘用的人決定的該期數的一個住戶停車位的權利。

Tower 座數	Zone 區	Floor 樓層	Flat 單位

I/We agree that the option to purchase one residential car parking space shall belong to the the residential property of higher purchase price. In case of dispute, the Person so Engaged shall have the sole and absolute discretion to determine.
 本人／我們同意該認購住戶停車位的權利屬於屬於樓價格較高的住宅物業。如有任何爭議，如此聘用的人有全權及絕對酌情決定。

2. I/We shall exercise my/our option to purchase residential car parking space in accordance with time limit, terms and manner as prescribed by the sales arrangements of the residential car parking spaces to be announced. Otherwise, the option to purchase residential car parking space shall lapse automatically and I/we shall not be entitled to any compensation therefor. The price and sales arrangement details of residential car parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later. Before the entering of an agreement for sale and purchase of the residential car parking space, I/we shall not have any interest or right in any of the residential car parking spaces. In case of dispute, the Person so Engaged shall have the sole and absolute discretion to determine.
 本人／我們須根據日後公佈的住戶停車位之銷售安排所規定的時限、條款及方法行使本人／我們認購住戶停車位的權利，否則本人／我們認購住戶停車位的權利將會自動失效，本人／我們不會為此獲得任何補償。住戶停車位的售價及銷售安排詳情將由賣方全權及絕對酌情決定，並容後公佈。在簽署住戶停車位的買賣合約之前，本人／我們不享有任何住戶停車位的權益。如有任何爭議，如此聘用的人有唯一及絕對的酌情權決定。
3. In the event of any conflict or discrepancy between the Chinese and English version of this document, the English version shall prevail.
 如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser 買方簽署

* “Owner” means the legal or beneficial owner of the Property. 「擁有人」指本物業的法律上的擁有人或實益擁有人。
 # “Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
 ^ Residential development, service apartment accommodation and car park in Phase VI of Kowloon Station Development are known as “The Cullinan”. 九龍站發展項目的第六期中住宅發展項目、服務式公寓樓宇及停車場為「天璽」。

Annex 16

附件 16

**Letter Regarding Balloting Chance to Participate in the Balloting for Selection and Purchase of
One Residential Car Parking Space**
關於參與選購住戶停車位的抽籤機會的信件

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司(as “Owner” 作為「擁有人」)* Harbour Vantage Limited (as “Person so Engaged” 作為「如此聘用的人」)#			
Phase of Development 發展項目期數	Phase VI of Kowloon Station Development (“The Cullinan”)^ 九龍站發展項目的第六期（「天璽」）^			
Address 地址	No.1 Austin Road West 柯士甸道西 1 號			
Property 本物業	Tower 座數	Zone 區	Floor 樓層	Flat 單位
Purchaser 買方				
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼				
Date 日期	(undated upon tender submission) (投標時不填上日期)			

The Purchaser hereby confirms and agrees as follows:

買方謹此確認及同意如下：

- I/We will be offered **one chance** to participate in the balloting for selection and purchase of **one** residential car parking space of the Phase as determined by the Person so Engaged Harbour Vantage Limited.
本人／我們將獲一次參與抽籤的機會（『抽籤機會』）以選購由如此聘用的人決定的該期數的一個住戶停車位。
- I/We shall participate in the balloting to determine the order of priority for selection and purchase of the residential car parking spaces in accordance with the sales arrangement of the residential car parking spaces to be announced. In each balloting, the number of residential car parking spaces available for selection will not be less than one half of the total number of balloting chance offered by the Person so Engaged (after deducting the number of used balloting chance and lapsed balloting chance) as at the date of announcement of the relevant sales arrangement of the residential car parking spaces. If I/we do not participate in the balloting for selection and purchase of a residential car parking space in accordance with the sales arrangement of the residential car parking spaces to be announced, my/our balloting chance shall lapse automatically and I/we shall not be entitled to any compensation therefor. The price and sales arrangement details of residential car parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later. Before the entering of an agreement for sale and purchase of the residential car parking space, I/we shall not have any interest or right in any of the residential car parking spaces. In case of dispute, the Person so Engaged shall have the sole and absolute discretion to determine.
本人／我們須根據賣方日後公佈的住戶停車位之銷售安排參與抽籤，以決定揀選及購買住戶停車位的優先次序。在每次抽籤時，可供選擇的住戶停車位數量將不少於累計如此聘用的人已提供的抽籤機會的數目（扣減已使用的抽籤機會及已失效的抽籤機會的數目後）的二分之一，數量以公佈住戶停車位之相關銷售安排當日為準。如本人／我們不根據日後公佈的住戶停車位之銷售安排參與抽籤以選購住戶停車位，本人／我們的抽籤機會將會自動失效，本人／我們不會為此獲得任何補償。住戶停車位的售價及銷售安排詳情將由賣方全權及絕對酌情決定，並容後公佈。在簽署住戶停車位的買賣合約之前，本人／我們不享有任何住戶停車位的權益。如有任何爭議，如此聘用的人有唯一及絕對的酌情權決定。
- In the event of any conflict or discrepancy between the Chinese and English version of this document, the English version shall prevail. 如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser 買方簽署

* “Owner” means the legal or beneficial owner of the Property. 「擁有人」指本物業的法律上的擁有人或實益擁有人。

“Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

^ Residential development, service apartment accommodation and car park in Phase VI of Kowloon Station Development are known as “The Cullinan”. 九龍站發展項目的第六期中住宅發展項目、服務式公寓樓宇及停車場為「天璽」。

Annex 17

附件 17

Acknowledgement Letter Regarding Free Kitchen Cabinet Offer
關於送贈廚櫃優惠的確認書

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司(as “Owner” 作為「擁有人」)* Harbour Vantage Limited (as “Person so Engaged” 作為「如此聘用的人」)#			
Phase of Development 發展項目期數	Phase VI of Kowloon Station Development (“The Cullinan”)^ 九龍站發展項目的第六期（「天璽」）^			
Address 地址	No.1 Austin Road West 柯士甸道西 1 號			
Property 本物業	Tower 座數	Zone 區	Floor 樓層	Flat 單位
Purchaser 買方				
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼				
Date 日期	(undated upon tender submission) (投標時不填上日期)			

To: Person so Engaged

致：如此聘用的人

1. I/we acknowledge and accept that:

本人／我們確認及同意：

- (a) A kitchen cabinet (the “**kitchen cabinet**”) will be installed by the Person so Engaged at the Property free of charge.
如此聘用的人將免費於該住宅物業內安裝廚櫃（「**該廚櫃**」）。
- (b) No warranty, maintenance or representation whatsoever is given by the Person so Engaged or any person on behalf of the Person so Engaged in any respect regarding the kitchen cabinet. In particular, no warranty, maintenance or representation whatsoever is given as to the condition of the kitchen cabinet in future.
如此聘用的人或其代表不會就該廚櫃作出任何保證、保養或陳述，更不會就其將來狀況作出任何保證、保養或陳述。
- (c) The kitchen cabinet will be delivered to me/us upon completion in such condition as at completion together with the Property. Vacant possession of the Property will be deemed to have been delivered to the Purchaser on completion notwithstanding the existence of the kitchen cabinet.
於成交日該廚櫃將以成交時之狀況連同本物業交予本人／我們。即使該廚櫃存在，本物業在空置情況下的管有權將視作於成交時已向買方交付。
- (d) In any event, no objection or requisitions whatsoever shall be raised by me/us in respect of the kitchen cabinet.
在任何情況下，本人／我們不得就該廚櫃提出任何異議或質詢。
- (e) This letter shall not be superseded by the Preliminary Agreement for Sale and Purchase or the Formal Agreement for Sale and Purchase in respect of the Property.
本確認書不會被本物業的臨時買賣合約或正式買賣合約的條款取代。
- (f) In case of dispute, the Person so Engaged reserves its rights to make the final decision on all matters arising from this letter and such decision shall be binding on me/us.
如有爭議，如此聘用的人有權就本確認書引起的所有事宜作最後決定，該決定對本人／我們有約束力。

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

如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser 買方簽署

* “Owner” means the legal or beneficial owner of the Property. 「擁有人」指本物業的法律上的擁有人或實益擁有人。

“Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

^ Residential development, service apartment accommodation and car park in Phase VI of Kowloon Station Development are known as “The Cullinan”. 九龍站發展項目的第六期中住宅發展項目、服務式公寓樓宇及停車場為「天璽」。

Acknowledgement Letter Regarding Physical State of CPS
有關該車位狀況之確認函

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司(as “Owner” 作為「擁有人」)* Harbour Vantage Limited (as “Person so Engaged” 作為「如此聘用的人」)#		
Phase of Development 發展項目期數	Phase VI of Kowloon Station Development (“The Cullinan”)^ 九龍站發展項目的第六期（「天璽」）^		
Address 地址	No.1 Austin Road West 柯士甸道西 1 號		
Property 本物業	Floor 樓層	Residential Parking Space 住宅車位	Service Apartment Parking Space 服務式公寓車位
Purchaser 買方			
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

1. I/We, the undersigned, hereby acknowledge and confirm my/our understanding and acceptance that notwithstanding anything contained in the Preliminary Agreement for Sale and Purchase of the Property, there may exist underneath the Property pipings, drains, cables, wires and/or any other fixtures, fittings or installations not solely serving the Property and there may also exist drainage channels and/or channel covers within the Property and that no requisition or objection or claim whatsoever shall be made by me/us or be entertained by the Vendor in respect thereof. The Principal Deed of Mutual Covenant and Management Agreement (the “Deed”) in respect of the Kowloon Station Development provides, inter alia, that the Manager shall have the power to, with or without workmen, enter on and into the Property for the purposes of inspecting, rebuilding, repairing, renewing, replacing, renovating, maintaining, cleaning, painting or decorating the Common Areas (as defined in the Deed) and the Common Services and Facilities (as defined in the Deed) or for the exercise and carrying out of any of its powers and duties under the provisions of the Deed causing as little disturbance as is reasonably practicable and making good any damage caused thereby.
即使本物業之臨時買賣合約有其他規定，本人／我們（即下方簽署人）仍謹此敬悉及確認，本人／我們明白並接受本物業下面可能存在並非僅供本物業使用之管道、排水管、電纜、電線及/或任何其他固定裝置、裝飾或設備，本物業範圍內亦可能有排水管道及/或管道蓋，本人／我們不得為此提出任何要求、反對或索償，賣方亦不會接納該等要求、反對或索償。有關九龍站發展項目之主大廈公契及管理協議（「主公契」）規定，管理人除其他權力外，亦有權在聯同或不聯同工人的情況下進入本物業，以對「公用地方」（定義見主公契）及「公用服務與設施」（定義見主公契）進行檢查、重建、維修、更新、替換、翻新、保養、清潔、油漆或裝飾，或執行其在主公契條款下之權力及職責，惟管理人必須於合理可行情況下儘可能造成最少的滋擾及對其造成的任何損毀作出保償。
2. I/We further acknowledge that the Property is selling on its existing state and condition and I/we have been advised to make physical inspection of the Property prior to the signing of the Preliminary Agreement for Sale and Purchase.
本人／我們謹此敬悉本物業是以現狀出售，且本人／我們已獲建議於簽署臨時買賣合約前親身視察本物業。
3. The Chinese translation of this letter is for reference only. In case of any discrepancy between the English version and the Chinese translation of this letter, the English version shall prevail.
本函之中文譯本僅供參考，如本函之英文版本及中文譯本有任何歧義，概以英文版本為準。

Signed by the Purchaser 買方簽署

* “Owner” means the legal or beneficial owner of the Property. 「擁有人」指本物業的法律上的擁有人或實益擁有人。
“Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
^ Residential development, service apartment accommodation and car park in Phase VI of Kowloon Station Development are known as “The Cullinan”. 九龍站發展項目的第六期中住宅發展項目、服務式公寓樓宇及停車場為「天璽」

Acknowledgement Letter Regarding Use of Residential Parking Space(s) and Service Apartment Parking Space(s)
關於使用住宅車位及服務式公寓車位的確認信

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司(as “Owner” 作為「擁有人」)* Harbour Vantage Limited (as “Person so Engaged” 作為「如此聘用的人」)#		
Phase of Development 發展項目期數	Phase VI of Kowloon Station Development (“The Cullinan”)^ 九龍站發展項目的第六期（「天璽」）^		
Address 地址	No.1 Austin Road West 柯士甸道西 1 號		
Property 本物業	Floor 樓層	Residential Parking Space 住宅車位	Service Apartment Parking Space 服務式公寓車位
Purchaser 買方			
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

1. I/We, the undersigned, hereby acknowledge that prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, I am/we are fully aware of and understand and accept the following matters:-
本人／我等特此確認，本人／我等簽署本物業的臨時買賣合約前已清楚明白並接受下列事項：—

- (a) (Applicable only if the Property is a Residential Parking Space)
(僅適用於如本物業為住宅車位)

According to Special Condition No.(46)(a)(i) of the Land Grant of the Lot, the Property shall be used for parking of a private car registered in the names of the residents or owners of the Residential Accommodation of Kowloon Station Development and their bona fide visitors only.

根據該地段的批地文件特別條件第(46)(a)(i)條，本物業只可用作停泊以九龍站發展項目的住宅樓宇的住客或業主及其真誠訪客名字登記的私人車輛。

- (b) (Applicable only if the Property is a Service Apartment Parking Space)
(僅適用於如本物業為服務式公寓車位)

According to Special Condition No.(46)(a)(v) of the Land Grant of the Lot, the Property shall be for the sole use of the occupiers of and visitors to the Non-industrial Accommodation of Kowloon Station Development for the parking of a motor vehicle licensed under the Road Traffic Ordinance.

根據該地段的批地文件特別條件第(46)(a)(v)條，本物業只專供九龍站發展項目的非工業樓宇佔用者及訪客使用，以停泊根據道路交通條例已領牌的車輛。

2. The Chinese translation of this letter is for reference purpose only. In case of any disputes, the English version shall prevail.
本函中文譯本僅供參考，如與英文版本有異，概以英文版本為準。

Signed by the Purchaser 買方簽署

* “Owner” means the legal or beneficial owner of the Property. 「擁有人」指本物業的法律上的擁有人或實益擁有人。

“Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

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